

**AGENDA**  
**CITY COUNCIL WORK SESSION AND REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Tuesday, January 22, 2019**  
**5:30 P.M.**

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1. Call to Order - 5:30 PM
2. Roll Call
3. Invocation and Pledge – 5:32 PM
4. Announcements
5. Approval of the Agenda – 5:34 PM
6. Public Input
7. Consent Agenda – 5:35 PM
  - a. Approve Contract for Utility Debt Collection
  - b. Table Red Oak Sanitation Contract to February 4, 2019
8. Employee of the Month Award -5:35 PM

**PUBLIC HEARING**

9. An Ordinance To Amend The Charter Of The City Of Dawsonville So As To Amend Article II Through VI Of The City Charter So As To Provide Consistency Concerning District Posts; To Provide A Consistent Oath Of Office; To Establish Provisions Related To Conflict Of Interest And The Ethics Code; To Provide For City Council Regular Meetings And Work Sessions And For Means Of Providing Notice Of The Same; To Increase The Compensation Of The Mayor And City Council Members; To Designate A Codification System; To Clarify The Prohibition On Holding Multiple Offices, The Timing Of The City Council Organizational Meeting And Appointment Of A Mayor Pro Tempore, The Process For Calling Special And Emergency Meetings, Roles Of The City Clerk, City Attorney, City Manager And City Judge; To Clarify Provisions Related To The City Court And Political Activities Of Officers And Employees; To Provide Clarification For Elections And Terms, The Grounds And Procedure For Removal Of An Officer, Franchises And Other Agreements That The City Council May Grant, Utility Service Charges The City Council May Assess And/Or Collect; And For Other Purposes. (Second Reading and Vote: January 22, 2019; Third Reading and Vote: February 4, 2019) – 5:36 PM
10. **ZA C8-00221**: Fall Leaf Residential LLC. has requested a PUD site plan change for TMP 093 048 and 093 049, located at 2364 Perimeter Road, consisting of 32.6 acres. -5:40 PM

**BUSINESS**

11. An Ordinance To Amend The Garbage Services Ordinance Of The City Of Dawsonville So As To Provide For A Method Of Calculating Service Charges; And For Other Purposes. (First Reading: January 22, 2019; Second Reading: February 4, 2019) – 5:47 PM
12. An Ordinance Of The City Of Dawsonville, Georgia To Regulate The Parking Of Vehicles; To Impose Time Limits On Vehicles Parked On Public Property; To Provide For The Removal Of Vehicles That Are Parked Beyond Time Limits Or For An Unauthorized Purpose; To Provide For Regulations As To Use Of Parking Facilities; To Provide For An Effective Date; And For Other Purposes. (First Reading: January 7, 2019; Second Reading: January 22, 2019) – 5:49 PM

**WORK SESSION**

13. Develop Committees – 5:50 PM
  - a. Auditing Services RFP
  - b. Construction Manager Contract
14. Parking Project at City Hall – Table until Feb 04, 2019
15. Discussion of Impact Fees – 5:51 PM
16. Approve Minutes of the Regular Meeting held January 7, 2019 – 5:57 PM

**STAFF REPORTS**

16. City Manager, Bob Bolz – 6:00 PM
17. Finance Administrator, Hayden Wiggins – 6:03 PM

**MAYOR AND COUNCIL REPORTS**

**EXECUTIVE SESSION IF NEEDED:** Pending or Potential Litigation, Real Estate Acquisition and/or Personnel

**ADJOURNMENT - 6:04 PM**

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**MAYOR AND COUNCIL REPORTS**

**EXECUTIVE SESSION IF NEEDED:** Pending or Potential Litigation, Real Estate Acquisition and/or Personnel

**ADJOURNMENT**



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7

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SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 01/22/2019

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PURPOSE FOR REQUEST:

**CONSIDERATION AND APPROVAL OF ITEMS A, B AND C; SEE ATTACHED SUPPORTING DOCUMENTS**

- a. Approve the Minutes
    - Regular Meeting – January 7, 2019
  - b. Approve Contract for Utility Debt Collection
  - c. Table Red Oak Sanitation Contract to February 4, 2019
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DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7a

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SUBJECT: APPROVE THE MINUTES

CITY COUNCIL MEETING DATE: 01/22/2019

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST:

TO APPROVE THE MINUTES FROM:

- **REGULAR MEETING – JANUARY 7, 2019**
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HISTORY/ FACTS / ISSUES:

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OPTIONS:

**AMEND OR APPROVE AS PRESENTED**

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly Banister, City Clerk

**MINUTES**  
**CITY COUNCIL REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, January 7, 2019**  
**5:30 P.M.**

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1. **CALL TO ORDER:** Mayor Mike Eason called the meeting to order at 5:29 pm.
2. **ROLL CALL:** Present were Councilmember Jason Power, Councilmember Mark French, Councilmember Stephen Tolson, Councilmember Caleb Phillips, City Attorney Kevin Tallant, City Attorney Alex Myers, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Operations Manager Trampas Hansard, Planning Director Robbie Irvin and Human Resource Manager Donna Blanton. Finance Administrator Hayden Wiggins arrived later in the meeting.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Tolson.
4. **ANNOUNCEMENTS:** No announcements were made
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda made by C. Phillips; second by J. Power. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** No comments from the public.
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a, b) made by J. Power; second by S. Tolson. Vote carried unanimously in favor.
  - a. Approve the Minutes – **passed 4-0**
    - Work Session and Regular Meeting – December 17, 2018
  - b. Approve Sara Beacham as Temporary City Clerk for February 4, 2019 Meeting – **passed 4-0**
8. **APPOINTMENTS TO PLANNING COMMISSION AND HISTORIC PRESERVATION COMMISSION:** Motion made by S. Tolson to appoint the following members to the Planning Commission:
  - Post #1 – Troy Lindsey                      Term: 01/07/2019 - 12/31/2021
  - Post #2 – Ken Goines                        Term: 01/07/2019 – 12/31/2021
  - Post #3 – John Walden                      Term: 01/07/2019 – 12/31/2020
  - Post #4 – Anna Tobolski                    Term: 01/07/2019 – 12/31/2020
  - At Large – Matt Fallstrom                 Term: 01/07/2019 – 12/31/2021and to the Historic Preservation Commission:
  - Shannon Gibson                              Term: 01/07/2019 – 12/01/2021Second by J. Power. Councilmember French expressed concern about having no members appointed to the Planning Commission who previously served and would have knowledge of the rules and procedures. Vote carried three in favor (Tolson, Power, Phillips) with one opposed (French).
9. **RED OAK SANITATION CONTRACT:** Motion to table item to the January 22, 2019 meeting made by J. Power; second by S. Tolson. Vote carried unanimously in favor.
10. **2019 RENEWAL OF PROFESSIONAL SERVICES:** Motion to put out a Request for Qualifications for auditing services and to approve the following professional services for 2019 made by M. French. Councilmember French stated he felt we could do better and that in his opinion the auditors had missed some things they shouldn't have, and it would be good to have a new firm look at things with fresh eyes.
  - City Attorney – Dana Miles of Miles, Hansford & Tallant, LLC
  - Engineer – G. Ben Turnipseed Engineers, Inc.
  - Municipal Court Judge – Ron Reemsnyder
  - Testing of Wastewater – Environmental Management Services
  - Geologist – Bob Atkins
  - Repair/Installation of Water and Sewer Infrastructure – Townely Construction
  - Airport Consultant Engineering Services – Lead Edge Design Group

**MINUTES**  
**CITY COUNCIL REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
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Second by C. Phillips. Councilmember Powers stated he directly asked the auditors regarding the things Councilmember French was concerned about and said received satisfactory answers from them. Vote carried three in favor (French, Phillips, Tolson) with one opposed (Power).

11. **SET QUALIFYING FEES FOR 2019 ELECTION:** Motion to set the qualifying fee for Mayor at \$279.00 and for Councilmember at \$257.00 for the 2019 election made by J. Power; second by M. French. Vote carried unanimously in favor.
12. **INTRODUCTION AND FIRST READING OF CHARTER AMENDMENT ORDINANCE:** City Attorney Kevin Tallant read the first reading of the Charter Amendment Ordinance.

An Ordinance To Amend The Charter Of The City Of Dawsonville So As To Amend Article II Through VI Of The City Charter So As To Provide Consistency Concerning District Posts; To Provide A Consistent Oath Of Office; To Establish Provisions Related To Conflict Of Interest And The Ethics Code; To Provide For City Council Regular Meetings And Work Sessions And For Means Of Providing Notice Of The Same; To Increase The Compensation Of The Mayor And City Council Members; To Designate A Codification System; To Clarify The Prohibition On Holding Multiple Offices, The Timing Of The City Council Organizational Meeting And Appointment Of A Mayor Pro Tempore, The Process For Calling Special And Emergency Meetings, Roles Of The City Clerk, City Attorney, City Manager And City Judge; To Clarify Provisions Related To The City Court And Political Activities Of Officers And Employees; To Provide Clarification For Elections And Terms, The Grounds And Procedure For Removal Of An Officer, Franchises And Other Agreements That The City Council May Grant, Utility Service Charges The City Council May Assess And/Or Collect; And For Other Purposes. (Second Reading and Public Hearing: January 22, 2019; Third Reading and Public Hearing: February 4, 2019)

Councilmember Phillips noted that email has been added as one of the forms of notification to councilmembers when a special called meeting is set; he stated he would like to see the requirement made to two forms of notification to councilmembers for special called meetings. Councilmember French asked some questions regarding the district posts; Attorney Tallant addressed those questions. Councilmember French also stated he is opposed to the increase of compensation for the Mayor and Council and further stated he felt the compensation should also include the fringe benefits received by Mayor and Council. Mayor Eason said the agreed upon changes would be made and available for review by the next reading on January 22, 2019.

13. An Ordinance Establishing A Uniform Procedure For Appointments By The City Council To Boards, Commissions, And Authorities Of The City Of Dawsonville; And For Other Purposes. (First Reading: December 17, 2018; Second Reading: January 7, 2019)

City Clerk Beverly Banister read the second reading of the ordinance. Motion to approve the ordinance as presented made by S. Tolson; second by J. Power. Vote carried unanimously in favor. (Exhibit "A")

14. An Ordinance Of The City Of Dawsonville, Georgia To Regulate The Parking Of Vehicles; To Impose Time Limits On Vehicles Parked On Public Property; To Provide For The Removal Of Vehicles That Are Parked Beyond Time Limits Or For An Unauthorized Purpose; To Provide For Regulations As To Use Of Parking Facilities; To Provide For An Effective Date; And For Other Purposes. (First Reading: January 7, 2019; Second Reading: January 22, 2019)

Planning Director Robbie Irvin read the first reading of the ordinance and will be heard again with a vote at the January 22, 2018 meeting.

#### **ADJOURNMENT**

At 5:56 p.m. a motion to adjourn the meeting was made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor.

**MINUTES  
CITY COUNCIL REGULAR MEETING  
G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor  
Monday, January 7, 2019  
5:30 P.M.**

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By: CITY OF DAWSONVILLE

\_\_\_\_\_  
Michael Eason, Mayor

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

\_\_\_\_\_  
Stephen Tolson, Councilmember Post 2

\_\_\_\_\_  
Jason Power, Councilmember Post 3

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

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



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7b

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SUBJECT: APPROVE CONTRACT FOR UTILITY DEBT COLLECTION

CITY COUNCIL MEETING DATE: 01/22/2019

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

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

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

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PURPOSE FOR REQUEST:

**REQUEST TO APPROVE DEBT COLLECTION CONTRACT FOR THE UTILITY DEPARTMENT**

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HISTORY/ FACTS / ISSUES:

- **CONTRACT OBTAINED THROUGH GMA'S REVENUE RECOVERY PROGRAM**
  - **SECTION 14-25.2 (b) OF THE CITY CODE ALLOWS FOR THE CITY COUNCIL TO ENTER INTO AN AGREEMENT FOR THE PURPOSE OF COLLECTING DELINQUENT AMOUNTS**
  - **AMOUNTS 120 DAYS DELINQUENT WILL BE TURNED OVER TO THE COLLECTION AGENCY AS PER SECTION 14-25.2 (a)**
  - **CITY ATTORNEY HAS APPROVED THE CONTRACT LANGUAGE AND AGREEMENT**
- 

OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly Banister, City Clerk



# PennCredit

Service • Integrity • Results

Thank you for participating in GMA's revenue recovery program. We hope this will provide you with the information needed for Penn Credit to start the process in the recovery of your outstanding debts.

**Instructions:**

- Please approve and sign the attached agreement
- NOTE that Exhibit A relates to the Georgia Security and Immigration Compliance Act and will be completed and signed by Penn Credit and returned to you with the final executed agreement
- Complete the contact information below
- Send the signed agreement along with a copy of this completed sheet to Rhett Donagher at Penn Credit by email to Rhett.Donagher@PennCredit.com or by regular mail to 2800 Commerce Drive, Harrisburg, PA 17110
- Penn Credit will return a fully executed copy of the agreement to you for your records
- Penn Credit staff will contact the "Point of Contact" to begin the process of setting up your accounts

**Required Information:**

Government Organization's Name \_\_\_\_\_  
Type of Debt \_\_\_\_\_  
Primary Point of Contact \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_  
Zip \_\_\_\_\_  
Contact's Phone Number \_\_\_\_\_  
Contact's Fax Number \_\_\_\_\_  
Contact's Email Address \_\_\_\_\_

**Penn Credit Client Representatives:**

Bruce Hower  
Bruce.Hower@PennCredit.com  
800.800.3328 x3118

Rhett Donagher  
Rhett.Donagher@PennCredit.com  
800.800.3328 x3003

## COLLECTION AGENCY CONTRACT

This Collection Agency Contract (this Agreement) is made and entered into this day of \_\_\_\_\_, between Penn Credit Corporation, a Pennsylvania corporation (PCC) and \_\_\_\_\_ (CLIENT) as part of the Georgia Municipal Association's Debt Collection Service.

### WITNESSETH:

WHEREAS, CLIENT provides municipal services to individuals, corporations, partnerships, and other entities, (Consumers), within Georgia; and

WHEREAS, from time to time, Consumers do not pay CLIENT amounts due to CLIENT for services rendered (Delinquent Accounts); and

WHEREAS, CLIENT desires for PCC to utilize its efforts to collect past due amounts from certain Consumers and PCC desires to provide such services, all in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. SCOPE OF SERVICES

CLIENT retains PCC to collect delinquent accounts, which the CLIENT in its sole discretion may assign to PCC for collection. Nothing contained in this Agreement shall be construed as requiring CLIENT to use PCC exclusively or to place any set number or type of accounts with PCC. PCC agrees to use its best efforts and work diligently to collect all money due to CLIENT and to forward such money to CLIENT, all in accordance with the terms and conditions of this Agreement.

### 2. ASSIGNMENT OF DELINQUENT ACCOUNTS

- A. CLIENT shall notify PCC of Delinquent Accounts it wishes to assign to PCC. PCC will acknowledge receipt of such Delinquent Accounts within five (5) days of receipt from CLIENT (the "Acknowledgment Date").
- B. CLIENT is entitled to withdraw any Delinquent Account, which it may have placed in error with PCC. Otherwise, Delinquent Accounts referred to PCC shall remain with PCC for collection until PCC in consultation with CLIENT determines the account to be uncollectible.

### 3. PERFORMANCE STANDARDS

- A. PCC shall commence collection efforts upon receipt of any Delinquent Accounts and shall continue such efforts for the entire period such Delinquent Accounts are held by PCC.
- B. PCC shall supervise and direct all collection work, devoting enough attention and applying the necessary skill and expertise to perform the work competently and efficiently. PCC shall be solely responsible for the means, methods, techniques, sequences, and procedures of the collection.

- C. PCC shall perform its collection efforts in accordance with all federal, state, and local laws and regulations including but not limited to the Fair Credit Reporting Act, Georgia Security and Immigration Compliance Act, and the Georgia Open Records Act. PCC warrants that it has policies in place to comply with the "Red Flag Rules" pursuant to the Fair and Accurate Credit Transactions Act (FACTA) of 2003.
- D. PCC shall provide CLIENT with status reports on all Delinquent Accounts within 72 hours of written or verbal request for such reports.

#### 4. OBLIGATIONS OF CLIENT

- A. At the time CLIENT assigns Delinquent Accounts to PCC, CLIENT shall provide PCC with the following information with respect to each Delinquent Account (the "Account Information") provided CLIENT has knowledge of this Account Information:
  - i. Payments received by CLIENT on the Accounts;
  - ii. Notices of any proceedings under the bankruptcy or insolvency laws of the United States of America or any state relating to the Accounts;
  - iii. Notices of any actions or proceedings commenced by any Delinquent Account Consumer against the CLIENT relating to the Delinquent Accounts;
  - iv. Any communications received by CLIENT from the Delinquent Account Consumer, or the legal representative of any Delinquent Account Consumer, relating to the Delinquent Account or the collection of the Delinquent Account; and
  - v. Any credits or other forgiveness granted by CLIENT with respect to any Delinquent Account. CLIENT agrees that all such information shall be true and accurate to the best of its knowledge.
- B. CLIENT shall have a continuing obligation to provide PCC any new or additional Account Information with respect to the Delinquent Accounts as soon as such information becomes known to CLIENT.

#### 5. COLLECTIONS; PAYMENTS

- A. CLIENT agrees to pay PCC, as its sole compensation, a contingency fee equal to the following:
  - 16.5% for Accounts Aged less than two years from the last date of service and 19.0% for Accounts Aged greater than two years from the last date of service on all collections made without the need for litigation.

In addition, PCC agrees that it shall not be entitled to commission on Delinquent Accounts, which have been withdrawn from PCC pursuant to Section 2B of this Agreement; except to the extent that the payment directly resulted from the collection efforts of PCC. Otherwise, PCC shall be entitled to payment of any contingency fees without limitation as to the time at which CLIENT receives payment on the accounts.

If the debtor returns to the CLIENT for the purpose of reestablishing utility service after PCC's collection efforts have been dormant for ninety (90) days, PCC will not be entitled

to its collection fee on those accounts.

- B. Collections made by PCC on Delinquent Accounts will be deposited immediately into a trust account maintained in a reputable bank. Such collections held in trust by PCC, shall be the property of CLIENT and not available for any other use by PCC.
- C. All collections made by PCC on CLIENT's accounts will be remitted in full, (Gross Remit), by the fifteenth of each calendar month, accompanied by a remittance advice. The remittance advice shall contain a list of the Consumer's name, account number, amount collected, and whether the payment was made directly to PCC or CLIENT, and fee due PCC. CLIENT agrees to remit monies due PCC within thirty (30) days of receipt of invoice.
- D. Collections made by PCC and remitted to CLIENT by PCC in which a check is returned unpaid by the bank, shall be reported on the remittance advice as a minus payment and minus collection fee. CLIENT will notify PCC when a check is returned by the bank unpaid on a payment made directly to CLIENT on which CLIENT has paid PCC the collection fee due. PCC will list such returned check on the next statement as a minus payment and minus collection fee.

## 6. INSURANCE REQUIREMENTS

PCC agrees to maintain the following insurance coverage:

- A. Personal Injury Liability Insurance, including errors and omissions in the amount of five million per claim & aggregate per year
- B. Comprehensive General Liability Insurance, including contractual liability in the amount of one million per occurrence, two million aggregate
- C. Worker's Compensation and Occupational Disease Insurance, including Employer's Liability Insurance in the amount of one million each accident/one million E.L. disease, each employee
- D. Automobile Liability Insurance (owned or non-owned) in the amount of one million Bodily Injury (Each person), one million property damage
- E. Twenty-five thousand Surety Bond as required by statute
- F. Ten million excess/umbrella liability

## 7. TERM

- A. This Agreement shall be effective as of the date shown and continue in effect until either party gives notice of termination. Either party may terminate this agreement upon giving thirty (30) days prior written notice thereof to the other party setting forth the effective date of such termination. PCC will return all referred accounts within 120 days after termination of the contract upon written request by CLIENT, with the exception of accounts currently paying or scheduled to pay within a reasonable time. PCC will receive its fee on any payments it receives for CLIENT on retained accounts after termination of this Agreement.
- B. The Agreement shall terminate absolutely and without further obligation on the part of the CLIENT at the close of the calendar year in which it is executed and at the close

of each succeeding calendar year for which it may be renewed. The total obligation of the CLIENT for the calendar year of execution and in each calendar year renewal term, if renewed, shall be determined by the services utilized by CLIENT as the purchaser of such services pursuant to Sections 1 and 5. The Agreement shall obligate the CLIENT only for those sums payable during the calendar year of execution or for those sums payable in the individual calendar year renewal term. Title to any supplies, materials, equipment or other personal property of PCC or its subcontractors shall remain in PCC or its subcontractors.

#### 8. CREDIT BUREAU REPORTING

- A. PCC will report Delinquent Accounts with an initial placement balance greater than \$100 to the Credit Bureaus (collectively, "Credit Bureau") thirty (30) days after the Acknowledgment Date.
- B. Based on Account Information PCC receives from CLIENT and information PCC has in its possession, PCC shall keep Credit Bureau informed of changes in the status of Delinquent Accounts.
- C. Disputed accounts will be reported as disputed in accordance with the Fair Credit Reporting Act (623(a)(3): Duty to provide notice: If the completeness or accuracy of any information furnished by any person to any consumer reporting agency is disputed as to such person by a consumer, the person may not furnish the information to any consumer reporting agency without notice that such information is disputed by the customer).

#### 9. INDEMNIFICATION

- A. As allowed by Georgia law, CLIENT shall defend, hold harmless and indemnify PCC, its shareholders, officers and employees against any and all liabilities, claims, damages, costs, judgments and expenses, including attorney fees, sought or asserted against PCC, its shareholders, officers and employees of PCC arising out of the collection activities of PCC if such liabilities, claims, damages, costs, judgments or expenses are based primarily or solely, in whole or in part, upon any of the following:
  - i. Any actions by CLIENT, its officers, employees or contractors, including any other collection agency; or
  - ii. Inaccuracy in any Account Information supplied by CLIENT to PCC, or failure by CLIENT to supply Account Information to PCC, including the failure to provide updated Account Information as it becomes available.
- B. PCC shall defend, hold harmless and indemnify CLIENT, its affiliates, shareholders, officers and employees against any and all liabilities, claims, damages, costs, judgments and expenses, including attorney fees, sought or asserted against CLIENT, its affiliates, shareholders, officers and employees of CLIENT arising out of the collection activities of PCC if such liabilities, claims, damages, costs, judgments or expenses are based or alleged to be based, in whole or in part, upon any of the following:
  - i. Any actions by PCC, its officers, employees or contractors; or
  - ii. Failure by PCC to relay Account Information supplied by CLIENT to PCC to Credit Bureau.

C. The obligations of CLIENT and PCC under this Section 9 shall be continuing obligations of CLIENT and PCC, as the case may be, and shall specifically survive the termination of this Agreement or any other agreement between CLIENT and PCC.

10. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Contractor attests compliance with the requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the execution of the contractor affidavit attached as Appendix A as shown in Rule 300-10-1-.07, or a substantially similar contractor affidavit, which document is attached to and made a part of the contract.

Contractor agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, Contractor will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall be made a part of the contractor/ subcontractor agreement."

11. MISCELLANEOUS

- A. PCC shall not transfer, assign, sell, or convey any Delinquent Accounts to any other collection agency without the prior written consent of CLIENT.
- B. All notices required to be sent under the terms of this Agreement shall be sent to CLIENT and CLIENT's legal regional council addressed:

CLIENT \_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_  
Attn \_\_\_\_\_

and to PCC addressed:  
Penn Credit Corporation  
2800 Commerce Drive  
Harrisburg, PA 17110  
Attn: Rhett Donagher, Sales Manager

Such designations may be changed at any time by either party giving written notice of a new name and/or address.

- C. This Agreement shall be construed under the laws of the State of Georgia.
- D. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any such provision of this Agreement shall be determined to be invalid or unenforceable, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating or otherwise affecting the remaining provisions of this Agreement.
- E. This Agreement may be executed in any number of counterparts, each of which when

so executed shall be deemed to be an original and all of which counterparts of this Agreement taken together shall constitute but one and the same instrument.

F. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

G. Headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the date first set forth above.

PENN CREDIT CORPORATION

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CLIENT

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Approved as to form  
By City Attorney

\_\_\_\_\_

## Exhibit A

### CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of \_\_\_\_\_ has registered with and is participating in a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA) , P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of \_\_\_\_\_, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form.

Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of \_\_\_\_\_ at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program User Identification Number: \_\_\_\_\_

BY: Authorized Officer or Agent of Penn Credit Corporation: \_\_\_\_\_

Title of Authorized Officer or Agent: \_\_\_\_\_

Printed Name of Authorized Officer or Agent: \_\_\_\_\_

Date \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_

Notary Public: \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SEAL





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7c

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SUBJECT: TABLE RED OAK SANITATION CONTRACT TO FEBRUARY 4, 2019

CITY COUNCIL MEETING DATE: 01/22/2019

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

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

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

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PURPOSE FOR REQUEST:

**REQUEST TO TABLE RED OAK SANITATION CONTRACT TO FEBRUARY 4, 2019**

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HISTORY/ FACTS / ISSUES:

- **TABLED FROM THE 01/07/2019 MEETING**
- 

OPTIONS:

**APPROVE, AMEND OR DENY**

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly Banister, City Clerk



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 8

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SUBJECT: EMPLOYEE OF THE MONTH

CITY COUNCIL MEETING DATE: 01/22/2019

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

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

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

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PURPOSE FOR REQUEST:

**TO RECOGNIZE AND PRESENT THE JANUARY EMPLOYEE OF THE MONTH AWARD**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 9

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SUBJECT: CHARTER AMENDMENT ORDINANCE

CITY COUNCIL MEETING DATE: 01/22/2019

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

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

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

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PURPOSE FOR REQUEST:

**TO HOLD A PUBLIC HEARING, HAVE THE SECOND READING OF THE CHARTER AMENDMENT ORDINANCE AND VOTE**

An Ordinance To Amend The Charter Of The City Of Dawsonville So As To Amend Article II Through VI Of The City Charter So As To Provide Consistency Concerning District Posts; To Provide A Consistent Oath Of Office; To Establish Provisions Related To Conflict Of Interest And The Ethics Code; To Provide For City Council Regular Meetings And Work Sessions And For Means Of Providing Notice Of The Same; To Increase The Compensation Of The Mayor And City Council Members; To Designate A Codification System; To Clarify The Prohibition On Holding Multiple Offices, The Timing Of The City Council Organizational Meeting And Appointment Of A Mayor Pro Tempore, The Process For Calling Special And Emergency Meetings, Roles Of The City Clerk, City Attorney, City Manager And City Judge; To Clarify Provisions Related To The City Court And Political Activities Of Officers And Employees; To Provide Clarification For Elections And Terms, The Grounds And Procedure For Removal Of An Officer, Franchises And Other Agreements That The City Council May Grant, Utility Service Charges The City Council May Assess And/Or Collect; And For Other Purposes.

Second Reading, Public Hearing and Adoption: January 22, 2019

Third Reading, Public Hearing and Adoption: February 4, 2019

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Mike Eason, Mayor

**First Reading:** Jan. 7, 2019  
**Second Reading/First Adoption:** \_\_\_\_\_  
**Third Reading/Final Adoption:** \_\_\_\_\_  
**Publication Dates:** Jan. 9, 2019, Jan. 16, 2019, \_\_\_\_\_  
**Filed with Dawson County Clerk of Court (publication version):** Jan. 7, 2019  
**Filed with Dawson County Clerk of Court (adopted version):** \_\_\_\_\_  
**Filed with Georgia Secretary of State:** \_\_\_\_\_

**AN ORDINANCE TO AMEND THE CHARTER OF THE CITY OF DAWSONVILLE SO AS TO AMEND ARTICLE II THROUGH VI OF THE CITY CHARTER SO AS TO PROVIDE CONSISTENCY CONCERNING DISTRICT POSTS; TO PROVIDE A CONSISTENT OATH OF OFFICE; TO ESTABLISH PROVISIONS RELATED TO CONFLICT OF INTEREST AND THE ETHICS CODE; TO PROVIDE FOR CITY COUNCIL REGULAR MEETINGS AND WORK SESSIONS AND FOR MEANS OF PROVIDING NOTICE OF THE SAME; TO INCREASE THE COMPENSATION OF THE MAYOR AND CITY COUNCIL MEMBERS; TO DESIGNATE A CODIFICATION SYSTEM; TO CLARIFY THE PROHIBITION ON HOLDING MULTIPLE OFFICES, THE TIMING OF THE CITY COUNCIL ORGANIZATIONAL MEETING AND APPOINTMENT OF A MAYOR PRO TEMPORE, THE PROCESS FOR CALLING SPECIAL AND EMERGENCY MEETINGS, ROLES OF THE CITY CLERK, CITY ATTORNEY, CITY MANAGER AND CITY JUDGE; TO CLARIFY PROVISIONS RELATED TO THE CITY COURT AND POLITICAL ACTIVITIES OF OFFICERS AND EMPLOYEES; TO PROVIDE CLARIFICATION FOR ELECTIONS AND TERMS, THE GROUNDS AND PROCEDURE FOR REMOVAL OF AN OFFICER, FRANCHISES AND OTHER AGREEMENTS THAT THE CITY COUNCIL MAY GRANT, UTILITY SERVICE CHARGES THE CITY COUNCIL MAY ASSESS AND/OR COLLECT; AND FOR OTHER PURPOSES.**

WHEREAS, an Act was passed in the Georgia Legislature in April of 1996 providing a new Charter for the City of Dawsonville and for other purposes; and

WHEREAS, the Charter of the City of Dawsonville has not been substantially updated or revised since its passage in the Georgia Legislature in April of 1996; and

WHEREAS, the City of Dawsonville and its general public are best served by an efficient city council and city government; and

WHEREAS, the modernization, clarification, and updating of the City Charter will provide for the efficient administration of government and operation of the city council in the City of Dawsonville; and

WHEREAS, the Mayor and City Council have undertaken a project to substantially update, in the interest of consistency and uniformity, the City Charter and all ordinances of the City of Dawsonville; and

WHEREAS, the City of Dawsonville now desires to amend its City Charter to provide for the modernization, clarification, and updating of its Charter provisions.

NOW THEREFORE, THE COUNCIL OF THE CITY OF DAWSONVILLE, GEORGIA HEREBY ORDAINS AS FOLLOWS:

SECTION 1.

Section 2.10 of Article II of the Charter of the City of Dawsonville is hereby amended by repealing existing section 2.10 in its entirety and replacing it with a new section 2.10 as follows:

**Section 2.10. - City council created; composition; number; election.**

The legislative authority of the government of this city, except as otherwise specifically provided in this Charter, shall be vested in a city council to be composed of a mayor and four councilmembers. The city council shall be a successor to and continuation of the city governing authority under prior law. The mayor shall be elected at-large and the four councilmembers shall be elected at-large by district post as further provided in article V of this Charter.

SECTION 2.

Section 2.11 of Article II of the Charter of the City of Dawsonville is hereby amended by repealing existing section 2.11 in its entirety and replacing it with a new section 2.11 as follows:

**Section 2.11. - Terms and qualifications of office.**

The members of the council shall serve for terms of four years and until their respective successors are qualified and elected. The mayor shall serve for a term of four years and until his or her successor is qualified and elected. No person shall be eligible to serve as mayor unless he or she: (1) has been a resident of the city for a period of at least one year immediately prior to the date of election; (2) continues to reside within the city during his or her period of service; (3) is registered and qualified to vote in municipal elections of the City of Dawsonville; and (4) meets any applicable requirements imposed under Article 14, Chapter 2, of the "Georgia Election Code." No person shall be eligible to serve as a council member unless he or she: (1) has been a resident of the city and the applicable district post for a period of at least one year immediately prior to the date of election; (2) continues to reside within the city and applicable district post during his or her period of service; (3) is registered and qualified to vote in municipal elections of the City of Dawsonville; and (4) meets any applicable requirements imposed under Article 14, Chapter 2, of the "Georgia Election Code."

SECTION 3.

Subsection (a) of **Section 2.13** of Article II of the Charter of the City of Dawsonville is hereby amended by repealing existing subsection (a) in its entirety and replacing it with a new section subsection (a) as follows:

(a) Effective January 1, 2020, the compensation of the mayor shall be \$1000.00 per month and the compensation of each council member shall be \$600.00 per month, until such time as the compensation of the mayor and/or council are amended by ordinance adding to or amending the City's Code of Ordinances in accordance with subsection (c). In addition to this monthly compensation, the mayor and council members shall also be paid \$150.00 per individual for each city council meeting and for any other meeting that has been pre-approved for compensation by the council that they attend other than the first regular city council meeting of

the month. In addition to their compensation, the mayor and each council member shall be eligible to receive such benefits as may be permitted by law and approved by the City Council.

#### SECTION 4.

Sections 2.14 through 2.15 of Article II of the Charter of the City of Dawsonville are hereby amended by repealing existing sections 2.14 through 2.15 in their entirety and replacing them with new sections 2.14 through 2.15 as follows:

##### **Section 2.14. - Holding other offices.**

Except as authorized by law, neither the mayor nor any member of the council shall hold any other elected office or municipal employment in the City of Dawsonville during the term for which he or she is elected.

##### **Section 2.15. - Code of Ethics; Conflict of interest.**

No elected official, appointed officer, or employee of the city or any commission, authority or agency of the city shall knowingly violate the city's Code of Ethics ordinance or any state law of ethics prohibiting conflicts of interest applicable to the city. A violation shall subject the offender to such penalty as proscribed by the Code of Ethics.

#### SECTION 5.

Sections 2.19 through 2.23 of Article II of the Charter of the City of Dawsonville are hereby amended by repealing existing sections 2.19 through 2.22 in their entirety and replacing them with new sections 2.19 through 2.22 as follows:

##### **Section 2.19. - Organization meeting.**

Following each regular election, the newly elected council shall meet for organization as the last item of business during the last regular meeting in December. The oath of office as set forth in Section 3.16 of the Charter shall be administered to all newly elected officials of the city.

##### **Section 2.20. - Mayor pro tempore.**

At the last regular meeting in December, the council shall elect one of its members to serve as mayor pro tempore for the upcoming year who shall discharge the duties and exercise the powers and authority of the mayor in the absence, disability, or disqualification of the mayor and during any vacancy in the office of mayor; provided, that his or her rights and duties as councilmember shall remain unimpaired, including, but not limited to, the right to vote on all matters properly before the council.

##### **Section 2.21. - Regular and special meetings.**

(a) The regular monthly meetings and work sessions of the City Council of the City of Dawsonville shall be established by setting and approving a calendar for the subsequent year no later than the last meeting of the City Council in December of the preceding year. In the event that a meeting calendar is not set and approved by the City Council by said December meeting

prior to the coming year, meetings shall be held on the first Monday of each month beginning at 5:30 p.m. at the Dawsonville City Hall.

(b) Special meetings of the council may be held on call of the mayor. In the alternative, a special meeting may be held on the call of the mayor pro tempore and two councilmembers. Notice of such special meetings shall be provided in accordance with section 50-14-1 of the Official Code of Georgia Annotated, or such other applicable state laws as are or may hereafter be enacted. However, at a minimum written notice of a special meeting shall be posted for at least 24 hours prior to the start of the special meeting at city hall. Further, notice of such special meetings shall be served on the mayor and all council members by satisfaction of at least two of the following methods at least 24 hours in advance of the meeting: (1) personally, (2) by telephone personally, (3) by email or other electronic means that evidences an acknowledgement of receipt, or (4) by such notice being left at their residence. Such notice shall not be required if the mayor and all councilmembers are present when the special meeting is called or convened. Such notice of any special meeting may be waived by a councilmember in writing before or after such meeting, and attendance at the meeting shall also constitute a waiver of notice of the meeting and of any business transacted in such councilmember's presence. Only the business stated in the call may be transacted at the special meeting except by unanimous consent of all members present. With such consent, any business which may be transacted in a regular meeting may be conducted at the special meeting.

(c) To meet a public emergency affecting life, health, property, or public peace, the city council may convene for an emergency meeting on call of the mayor or on the call of the mayor pro tempore or on the call of two councilmembers and at such emergency meeting promptly adopt an emergency ordinance, but such ordinance may not levy taxes, grant, renew, or extend a franchise, regulate the rate charged by any public utility for its services, or authorize the borrowing of money except for loans to be repaid within 30 days. Notice as provided in subsection (b) above of an emergency meeting shall be provided as soon as reasonably possible after the call and shall be at least one hour before the meeting. An emergency ordinance shall be introduced in the form prescribed for ordinances generally except that it shall be plainly designated as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms. An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but the affirmative vote of at least two councilmembers shall be required for adoption. It shall become effective upon adoption or at such later time as it may specify. Every emergency ordinance shall automatically stand repealed 30 days following the date upon which it was adopted, but this shall not prevent reenactment of the ordinance in the manner specified in this Section if the emergency still exists. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this Section for adoption of emergency ordinances.

### **Section 2.22. - Rules of procedure; minutes.**

The council shall adopt its rules of procedure by ordinance or resolution and order of business consistent with the provisions of this Charter and shall provide for the keeping of minutes of its proceedings, which shall be a public record.

### **Section 2.23. - Quorum; voting.**

(a) Three councilmembers and the mayor or mayor pro tempore shall constitute a quorum and shall be authorized to transact business of the council. Assuming a quorum is otherwise physically present, the mayor or any councilmember may attend as if present up to two regular or special meetings per year by teleconferencing technology means as provided by state law with the full right to participate and vote on all matters properly before the Council at said meeting. The mayor or a councilmember may participate via teleconferencing technology due to illness or physical absence from the City of Dawsonville. The mayor or councilmember participating via teleconferencing technology shall not count toward the satisfaction of the quorum requirement for a regular or special meeting.

(b) An emergency meeting held pursuant to Section 2.21(c) of the City Charter may be conducted entirely through teleconferencing technology and the mayor and/or councilmembers using such teleconferencing technology to participate may be counted to satisfy the quorum requirement for said meeting, so long as the requirements of section 50-14-1 of the Official Code of Georgia Annotated or such other applicable state laws as are or may hereafter be enacted are satisfied.

(c) Voting on the adoption of ordinances shall be taken by a recorded vote of the council and shall be entered upon the minutes. Any member of the council shall have the right to request a roll-call vote. The affirmative vote of a majority of the council present shall be required for the adoption of any ordinance, resolution, or motion except as otherwise provided in this Charter.

#### SECTION 6.

Section 2.27 of Article II of the Charter of the City of Dawsonville is hereby amended by repealing existing section 2.27 in its entirety and replacing it with a new section 2.27 as follows:

#### **Section 2.27. - Signing; authenticating; recording; codifying; printing of ordinances.**

(a) The city clerk shall authenticate by his or her signature and record in full in a properly indexed book kept for that purpose all ordinances adopted by the council.

(b) Municipal Code Corporation (Municode) is the official codification system for the City of Dawsonville and its Charter and Ordinances, along with all amendments thereto and such codes of technical regulations and other rules and regulations as the city council may specify. This compilation shall be known and cited officially as the "Code of the City of Dawsonville, Georgia." Copies of the code are available for free to the general public and all officers through the publisher Municode on its online platform. This codification shall have the full force and effect of law. The city council shall cause each ordinance and each amendment to this Charter to be published promptly on Municode following its adoption.

#### SECTION 7.

Sections 3.13 through 3.17 of Article III of the Charter of the City of Dawsonville are hereby amended by repealing existing sections 3.13 through 3.17 in their entirety and replacing them with new sections 3.13 through 3.17 as follows:

#### **Section 3.13. - City clerk.**



The council may appoint a city clerk, who may also serve as the city treasurer, with such compensation as shall be determined by the council. The city clerk shall keep the minutes of the proceedings of the city council, maintain in a safe place all records and documents pertaining to the affairs of the city, and perform such other duties as may be required by law or as the council may direct.

**Section 3.14. - City manager; appointment; qualifications; compensation.**

The city council may appoint a city manager for an indefinite term and fix his or her compensation. The manager shall be appointed on the basis of his or her executive and administrative qualifications. The city manager shall serve at the pleasure of the council. The city manager shall be the chief administrative officer of the government of the City of Dawsonville and shall have such powers and duties as are vested in him or her by ordinance or as otherwise provided by the council.

**Section 3.15. - City attorney.**

The council may appoint a city attorney and provide for the payment of such attorney for services rendered to the city. The city attorney shall be responsible for representing and/or directing all litigation in which the city is a party; shall attend the meetings of the mayor and/or council as directed; shall advise the council, mayor, and other officers and employees of the city concerning legal aspects of the city's affairs; and shall perform such other duties as may be requested by the mayor, council, or city manager.

**Section 3.16. - Oath of officers.**

Before a person takes any elected office in the city government, he or she shall take before an officer of the state authorized to administer oaths the following such oath or affirmation:

“I do solemnly swear or affirm that I will faithfully perform the duties of \_\_\_\_\_ of this city, that I will in all respects observe the provisions of the Charter, the Code of Ethics and ordinances of the City of Dawsonville; and that I will support and defend the Charter thereof, as well as the Constitution of the United States and of the State of Georgia. I am not the holder of any unaccounted for public money due this state or any political subdivision or authority thereof. I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which I by the laws of the State of Georgia am prohibited from holding. I am otherwise qualified to hold said office according to the Constitution and laws of the State of Georgia. I have been a resident of [my district and] the City of Dawsonville for the time required by the Constitution and laws of this state and by the municipal charter. I will perform the duties of my office in the best interest of the City of Dawsonville to the best of my ability without fear, favor, affection, reward, or expectation thereof. So help me God.”

**Section 3.17. - Candidacy of employees and appointed officials.**

No appointive officer of the city shall continue in such employment upon qualifying as a candidate for election to any public office. No employee of the city shall continue in the employment of the city upon qualifying as a candidate for election to any city, county, or state elected office that is inconsistent, incompatible or in conflict with the duties of the city employee. Such determination shall be made by the mayor and council either upon qualification, upon election or at any time such conflict may arise.

## SECTION 8.

Sections 4.1 through 4.8 of Article V of the Charter of the City of Dawsonville are hereby amended by repealing existing sections 4.1 through 4.8 in their entirety and replacing them with new sections 4.10 through 4.14 as follows:

### **Section 4.10. - Creation of municipal court; name.**

There shall be a court created to be known as the “Municipal Court of the City of Dawsonville.”

### **Section 4.11. - Appointment of judge of the municipal court by mayor and council.**

The mayor and council may appoint an individual to serve as judge of the municipal court pursuant to O.C.G.A. § 36-32-2 and delegate to him or her all duties and authority of that office as provided in O.C.G.A. § 36-32-1 *et seq.* In the event of the appointment of a judge of the municipal court as provided in this section, the compensation of such judge shall be as determined by the mayor and council and the judge shall serve a one year term or until his/her replacement is appointed by the mayor and council.

### **Section 4.12. - Jurisdiction and powers of municipal court.**

The municipal court shall have the jurisdiction and powers set forth in O.C.G.A. § 36-32-1 *et seq.*, or such other applicable state laws as are or may hereafter be enacted, and under the ordinances of the City of Dawsonville as amended from time to time.

### **Section 4.13. - Municipal Court procedures; personnel; punishment for code violations; fees and fines.**

The mayor and council may set forth the procedures for convening and/or suspending the Municipal Court, set procedures for staffing the Municipal Court, define punishment for code violations, establish fees and fines, set courtroom procedures, set procedures for appointing indigent defense counsel, and provide for other necessary operational and practical matters of the Municipal Court through the City of Dawsonville’s ordinances as may be amended from time to time.

### **Section 4.14. - Appeal.**

The mayor and council may establish by ordinance procedures for appeal from decisions of the Municipal Court in accordance with state law.

## SECTION 9.

Sections 5.10 through 5.16 of Article V of the Charter of the City of Dawsonville are hereby amended by repealing existing sections 5.10 through 5.16 in their entirety and replacing them with new sections 5.10 through 5.15 as follows:

### **Section 5.10. - Applicability of general law.**

All elections and the procedure and requirements for the election of all elected officials of the City of Dawsonville, as to special and general elections, shall be held and conducted in conformity with state law.

### **Section 5.11. - Regular elections.**

(a) The general municipal election for the city shall be conducted on the Tuesday following the first Monday in November, in the odd numbered years, and on such day biennially thereafter.

(b) Successors to the mayor and each councilmember shall be elected at the general municipal election immediately preceding the expiration of such terms and shall take office on the first day of January immediately following that election for terms of office of four years each and until their respective successors are qualified and elected. Persons so elected shall take the oath of office as provided in section 3.16 of this Charter.

(c) The mayor and each council member shall be elected by the electors voting in the entire city at large. The mayor may reside in any district of the city as set forth in subsection (e) below. Each council member must reside in the district as set forth in subsection (e) below that they qualify for both at the time of qualification for that district post and throughout their elected service in that position. Each elector shall be entitled to vote for one candidate for each municipal office which is to be filled at any election. At the general municipal election conducted in 2019 and every four years thereafter, the candidates who receive the highest number of votes cast for the office of mayor and council member posts 1 and 3 shall be the persons elected to those offices. At the general municipal election conducted in 2021 and every four years thereafter, the candidates who receive the highest number of votes cast for council member posts 2 and 4 shall be the persons elected to those offices.

(d) Political parties shall not conduct primaries for city offices and all names of candidates for city offices shall be listed without party labels.

(e) There shall be four council member districts of approximately equal populations that shall be created and modified by ordinance as required by this Charter, state and federal law. In drawing district lines to achieve similar populations in each district, the Council shall take into account neighborhoods, roads and other landmarks or land divisions that provide appropriate lines between districts. The four districts shall each be represented by one council member who shall run for and be elected to that district post. The four district posts shall be known as Post 1, Post 2, Post 3 and Post 4. Any candidate for a council member position shall qualify only for the post of the district in which they reside and shall designate the post which the candidate is seeking when qualifying. The designation shall be entered upon the ballot in such manner so that in the ensuing election such candidate shall only oppose the other candidate or candidates, if any, designating the same specific district post.

### **Section 5.12. - Special elections; vacancies.**

In the event of a vacancy in the office of the mayor or council member, the mayor and council shall appoint a qualified person to fill such vacancy until a special election is held as set forth below. If a tie vote by the mayor and council to fill a vacancy is unbroken for 15 days, the mayor, or mayor pro tempore in case of a vacancy in the office of mayor, shall appoint a qualified person to fill the vacancy. Once a vacancy is filled by appointment, a special election shall be called and held to fill the balance of

the unexpired term. Notwithstanding the foregoing, if such vacancy occurs within 180 days prior to a regular election for the vacant office of the mayor or council member, the appointee shall serve until the election, the vacancy shall be filled at the regular election, and in such event, no special election shall be held. Special elections shall be called and held according to the next applicable special election date after a vacancy is created. In all other respects, special elections shall be conducted in accordance with the applicable provisions of this Charter and state law.

**Section 5.13. - Rules and regulations for elections.**

Except as otherwise provided by this Charter, the city council shall by ordinance prescribe such rules and regulations for elections as it deems appropriate to fulfill any options and duties under state law.

**Section 5.14. - Removal of officers.**

The mayor or any councilmember shall be subject to removal from office for any one or more of the following causes:

- (1) Incompetence, misfeasance, or malfeasance in office;
- (2) Conviction of a crime involving moral turpitude;
- (3) Failure at any time to possess any of the qualifications of office as provided by this Charter or by law;
- (4) Willful violation of any express prohibition of this Charter or City of Dawsonville ordinances or policies;
- (5) Willful violation of or disregard for their oath of office;
- (6) Abandonment of office or neglect to perform the duties thereof; or
- (7) Failure to perform the duties of office as required by this Charter or by law.

**Section 5.15. - Procedure for removal.**

(a) Removal of an elected officer from office may be accomplished by one of the following methods:

- (1) By action of two-thirds vote of the entire membership of the council. In the event an elected officer is sought to be removed by the action of the council, such officer shall be entitled to a written notice specifying the ground for removal and to a public hearing which shall be held not less than ten days from the service of such written notice. The city council shall provide by ordinance for the manner in which such hearings shall be held in accordance with due process. Any elected officer sought to be removed from office as provided in this chapter shall have the right to appeal the decision of the council to the Superior Court of Dawson County by writ of certiorari in accordance with state law; or

(2) By an order of the Superior Court of Dawson County following a hearing on a complaint seeking such removal brought by at least three residents of the City of Dawsonville; or

(3) By an order of the Superior Court of Dawson County following a hearing on a complaint seeking such removal brought by the Ethics Board of the City of Dawsonville, as provided for in the City of Dawsonville Code of Ethics.

(b) Once an elected officer has been removed from office pursuant to subsections (a)(1), (a)(2) or (a)(3) above, said individual shall not be eligible to run for any city office in any election for a period of four years from the date of removal. In the event an individual has been removed from office pursuant to subsection (a)(1), (a)(2) or (a)(3) above and said individual appeals the removal, said individual shall only be eligible to run for election to a city office if the individual posts a bond with the Superior Court of Dawson County in an amount equal to the estimated cost to the City of Dawsonville of conducting the election. If the appeal is denied and the removal is affirmed, then the bond amount shall be paid to the city. If the appeal is granted and the removal is reversed, then the bond shall be terminated and of no further force or effect.

#### SECTION 10.

Sections 6.14 through 6.15 of Article VI of the Charter of the City of Dawsonville are hereby amended by repealing existing sections 6.14 through 6.15 in their entirety and replacing them with new sections 6.14 through 6.15 as follows:

##### **Section 6.14. - Franchises.**

The city council shall have the power to grant franchises, contracts, or easements for the use of this city's streets and alleys, for the purposes of railroads, street railways, telephone companies, electric companies, cable television, gas companies, transportation companies, and other similar organizations. The city council shall determine the duration, provisions, terms, whether the same shall be exclusive or nonexclusive, and the consideration for such franchises.

##### **Section 6.15. - Utility charges.**

The city council by ordinance shall have the power to assess and collect fees, charges, and tolls for utility services rendered both inside and outside the corporate limits of the city. If unpaid, said utility service charge shall be collected as provided in section 6.18 of this Charter.

#### SECTION 11.

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

#### SECTION 12.

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

**SO ADOPTED AND ORDAINED** by the City Council of Dawsonville, Georgia, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**MAYOR AND DAWSONVILLE CITY  
COUNCIL**

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

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

\_\_\_\_\_  
Stephen Tolson, Council Member Post 2

\_\_\_\_\_  
Jason Power, Council Member Post 3

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

ATTESTED TO BY:

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



# DAWSONVILLE CITY COUNCIL PLANNING COMMISSION ACTION SUMMARY FOR AGENDA ITEM # 10

SUBJECT: ZA C8-00221 Fall Leaf Residential LLC PUD site plan amendment

LOCATION: Hwy 9 south at Perimeter Rd.

HEARD BY PLANNING COMMISSION ON: 01 / 14 / 2019

TO BE HEARD BY CITY COUNCIL ON:

DATE(s):      /      /      WORK SESSION      01 / 22 / 2019 CITY COUNCIL MEETING

ADDITIONAL HISTORY/ FACTS/ ISSUES DISCOVERED AT PLANING COMMISSION:

Parcel # 093 048 and 049, Zoning PUD, approved in 2006 current approved total density 32.6 acres with 123 units = 3.77 units per acre.

Requests change New total density 32.6 acres with 102 units = 3.13 units per acre. Lot reduction is 21 lots.

Request is to retain the originally approved 70-foot front lot line instead of an increase to the current 75-foot standard.

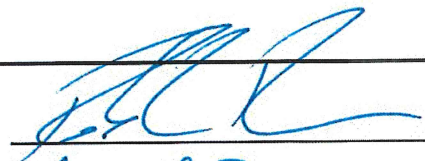
Additionally, applicant will be providing 19% open space with amenities. Current requirement is 15%.

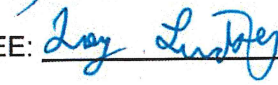
ACTION TAKEN :       APPROVE       DENY

REASON FOR DENIAL:

STIPULATIONS:       OR SEE MINUTES

1. Applicant shall provide design specs for both entrances which shall include signage, landscaping and lighting
2. Applicant shall provide a lighting plan for the development
3. Applicant shall seek review by the GA Department of Transportation to determine the need for a deceleration lane at the Hwy 9 entrance.

PLANNING DIRECTOR:       DATE: 1-15-19

PC CHAIR OR DESIGNEE:       DATE: 1/15/19



October 16, 2018

To: Ms. Beth Duncan, Chair  
& City of Dawsonville Planning Commission

Re: Staff Recommendation; Perimeter Rd @ Hwy 9 S. PUD site plan revision

Ms. Duncan and Commission,

Fall Leaf Residential LLC. has requested a PUD site plan change for TMP 093 048 and 093 049, located at 2364 Perimeter Rd. consisting of 32.6 acres.

The current conditions are as follows:

Parcel # 093 048 and 049, Zoning PUD, approved in 2006, current approved total density 36.84 acres with 123 units = 3.34 units per acre.

The applicant wishes to amend which would result in the following conditions:

New total density 36.84 acres with 102 units = 3.25 units per acre. Lot reduction is 21 lots.

Request is to retain the originally approved 70-foot front lot line instead of an increase to the current 75-foot standard.

Additionally, applicant will be providing 19% open space with amenities. Current requirement is 15%.

The Planning and Zoning staff would recommend **approval**.

Please let me know if you have any questions regarding this matter.

Sincerely,

R.J. Irvin  
Planning Director, City of Dawsonville









ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 511 AND 512 OF THE 4TH DISTRICT, 1ST SECTION OF DAWSON COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF PERIMETER ROAD (80' R/W) WITH THE EASTERLY RIGHT-OF-WAY OF STATE ROUTE 9 (80'R/W) AND RUNNING THENCE NORTH 03° 58' 53" EAST ALONG THE EASTERLY RIGHT-OF-WAY OF STATE ROUTE 9, 542.12 FEET TO AN IRON PIN SET, RUNNING THENCE NORTH 03° 58' 53" EAST ALONG THE EASTERLY RIGHT-OF-WAY OF STATE ROUTE 9, 553.36 FEET TO AN IRON PIN SET, RUNNING THENCE ALONG THE ARC OF A CURVE ALONG THE EASTERLY RIGHT-OF-WAY OF STATE ROUTE 9, 178.46 FEET TO AN IRON PIN SET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 01° 56' 19" EAST, 178.36 FEET, HAVING A RADIUS OF 1547.32 FEET; RUNNING THENCE NORTH 00° 06' 51" WEST ALONG THE EASTERLY RIGHT-OF-WAY OF STATE ROUTE 9, 14.16 FEET TO A POINT ON THE NORTHERLY LAND LOT LINE OF LAND LOT 512; RUNNING THENCE SOUTH 88° 42' 49" EAST ALONG THE NORTHERLY LAND LOT LINE OF LAND LOT 512 AND BEING THE PROPERTY LINE OF THE PROPERTY NOW OR FORMERLY MICHAEL D. & MARY B. DAVIDSON, 209.96 FEET TO AN IRON PIN FOUND; RUNNING THENCE SOUTH 88° 43' 28" EAST ALONG THE NORTHERLY LAND LOT LINE OF LAND LOT 512 BEING THE PROPERTY LINES OF PROPERTY NOW OR FORMERLY BETTER HOLDINGS, LLC AND NOW OR FORMERLY DEBORAH F. MAST, 1005.36 FEET TO A ROCK FOUND AT THE INTERSECTION OF LAND LOTS 509, 510, 511 AND 512; RUNNING THENCE SOUTH 88° 15' 44" EAST ALONG THE NORTHERLY LAND LOT LINE OF LAND LOT 511, 121.25 FEET TO A ROCK FOUND; RUNNING THENCE SOUTH 25° 39' 31" EAST, 68.90 FEET TO A ROCK FOUND; RUNNING THENCE SOUTH 85° 23' 43" WEST, 149.30 FEET TO A ROCK FOUND ON THE EASTERLY LAND LOT LINE OF LAND LOT 512; RUNNING THENCE SOUTH 01° 44' 40" WEST ALONG THE EASTERLY LAND LOT LINE OF LAND LOT 512, 1143.02 FEET TO AN IRON PIN SET; RUNNING THENCE ALONG THE ARC OF A CURVE ALONG THE NORTHERLY RIGHT-OF-WAY OF PERIMETER ROAD, 404.53 FEET TO AN IRON PIN SET, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 79° 46' 35" WEST, 401.89 FEET, HAVING A RADIUS OF 979.48 FEET; RUNNING THENCE NORTH 88° 03' 10" WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF PERIMETER ROAD, 430.24 FEET TO AN IRON PIN SET ON THE NORTHERLY RIGHT-OF-WAY OF PERIMETER ROAD; RUNNING THENCE ALONG THE ARC OF A CURVE ALONG THE NORTHERLY RIGHT-OF-WAY OF PERIMETER ROAD, 269.57 FEET TO AN IRON PIN SET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 87° 40' 55" WEST, 269.56 FEET, HAVING A RADIUS OF 11318.86 FEET; RUNNING THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF PERIMETER ROAD NORTH 87° 42' 02" WEST, 170.1 FEET TO AN IRON PIN SET, SAID IRON PIN SET BEING THE POINT OF BEGINNING, AS MORE PARTICULARLY SHOWN ON A BOUNDARY SURVEY FOR PERIMETER STONEWALL ASSOCIATES, INC., BY GEOIMAGE LLC., AND BEN D. TRAIL, GEORGIA REGISTERED LAND SURVEYOR #1718, DATED OCTOBER 24, 2005 AND SHOWN AS 36.843 ACRES.



**City of Dawsonville**  
 P.O. Box 6 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256  
[www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)

*Site Plan Update*  
**Zoning Amendment Checklist**

- All applicable blanks filled out on application
- Completed property owner authorization (notarized)
- Completed adjoining property owners form with names and addresses (Done by City) (16)
- Completed campaign disclosure form
- Detailed **Letter of Intent** requesting rezone with **Conceptual Plan**
- Documentation of CURRENT zoning of parcel in the City (provided by City)
- Site plan information, as specified
- Recorded survey(s) by a Georgia registered surveyor, and recorded at the Court House (11x17 and 8.5x11)
- Legal description
- Completed DRI: Development of Regional Impact, if applicable (for greater than 125 new lots or units) To be done with/by City
- Notice of R-A Adjacency form (notarized) (if applicable)
- Check or money order in the amount for the zoning requested, made payable to "City of Dawsonville"
- SEPARATE FEE received for Public Notice certified return receipt letters, made payable to "City of Dawsonville"

**The applicant, or designated agent, must attend the public hearings for the request to be considered. Failure to appear may result in denial.**

Zoning Requested:	Application Fee Schedule:	Total Acreage	Total Fee
AP R-1 R-2 RHMT	\$250.00 + \$50.00 per part acre (\$5000.00 MAX)		
R-3 R-3R R-6 PCS	\$350.00 + \$50.00 per part acre (\$5000.00 MAX)		
RA PUD TB O CBD NB LI HB CIR INST	<i>Site Plan Change</i> \$500.00 + \$50.00 per part acre (\$5000.00 MAX)	N/A	500 <sup>00</sup>
Public Notice Certified Mail	\$6.56 / Per Each Adjacent Property Owner	21	137.76
APPEAL/CONDITION CHG	\$500.00		
POSTPONEMENT FEE:	Equal to Application Fees		
<b>TOTAL FEE (NON-REFUNDABLE):</b>			



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**Zoning Amendment  
 Application**

Request # ZA-08-00221 Date: 10/4/18

Applicant Name(s): Fall Leaf Residential LLC

Address: 6435 Shiloh Rd City: Alpharetta State: GA Zip: 30085

Phone: SUITE 100 Cell Phone: 404 502 3305

E-Mail: nbwhitenbw8@gmail.com

Property Address: 2364 Perimeter Road Dawsonville GA 30534

Tax Map # 093 Parcel # 048 049 Current Zoning\*\*\*: PUB

Land Lot(s): 511, 512 District: 47D Section: 152

Subdivision Name: N/A Lot # \_\_\_\_\_

Acres: 32.6 Current Use of Property: Vacant

32.6  
Acres

Has a past Request of Rezone of this property been made before?  If yes, provide ZA # \_\_\_\_\_

**The applicant request:**

Rezoning to zoning category: Site Plan Modification  Special Use permit for: \_\_\_\_\_

Proposed use of property if rezoned: Residential and Commercial

If Residential: # of lots proposed 102 Minimum lot size proposed 7,000 (Include Concept Plan)

Is an Amenity area proposed Yes, if yes, what Small Park with Playground

If Commercial: Total Building area proposed \_\_\_\_\_ (Include Concept Plan)

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

Proposed 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: Georgia Hwy 9 and Perimeter Pkwy Type of Surface: Paved

- ◆ Failure to complete all sections will result in rejection of application and unnecessary delays.
- ◆ I understand that failure to appear at a public hearing may result in the postponement or denial of this application.

Karen B. White, mgr 10-3-18  
 Signature of Applicant Date

**Office Use Only:**  
 Date Completed Application Rec'd 10/4/18 Amount Paid \$ 637<sup>76</sup> Check # 1983 /Cash  
 Date of Planning Commission Meeting: 11/5/18 Dates Advertised: 10/17/18  
 Date of City Council Meeting: 11/26/18 / 12/18/18 Dates Advertised: 10/24/18  
 Postponed: YES NO Date: \_\_\_\_\_ Rescheduled for next Meeting: \_\_\_\_\_  
 Approved by Planning Commission: YES NO Approved by City Council: YES NO

- no address  
 093 048 @ Perimeter Rd  
 093 049 →

	<p align="center"> <b>City of Dawsonville</b>          P.O. Box 6          415 Highway 53 East, Suite 100          Dawsonville, GA 30534          Phono: (706) 265-3256       </p>	<p align="center"> <b>Zoning Amendment          Authorization</b> </p>
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Property Owner Authorization

I/We Deborah F Mast hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) NE CORNER OF PERIMETER ROAD Hwy 9 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 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 FALL LEAF RESIDENTIAL, LLC  
 Signature of Applicant or Agent Ann B. White, Mgr Date 10-3-18  
 Mailing Address 6436 Shiloh Rd Suite 100  
 City Alpharetta State GA Zip 30005  
 Telephone Number 404 502 3305

Printed Name of Owner(s) DEBORAH F. MAST  
 Signature of Owner(s) [Signature] Date 9/26/18  
 Date \_\_\_\_\_

Sworn to and subscribed before me  
 this 26 day of September 2018.

[Signature]  
 Notary Public, State of Georgia



My Commission Expires: 02/25/2022 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 identify as applicant or owner and have the additional sheet notarized also.)



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

Zoning Amendment  
 Authorization

Property Owner Authorization

I / We PEACHTREE VILLAGE PARTNERS, LLC hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) NE CORNER OF PERIMETER RD / Hwy 93 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 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 FALL LEAF RESIDENTIAL, LLC  
 Signature of Applicant or Agent Bar B. White, Mgr Date 10-3-18  
 Mailing Address 6435 Shiloh Road suite 100  
 City Alpharetta State Ga Zip 30005  
 Telephone Number 404 502 3305

Printed Name of Owner(s) PEACHTREE VILLAGE PARTNERS, LLC  
 Signature of Owner(s) By: Amy H. Jones Date 9/26/18  
MANAGING MEMBER Date \_\_\_\_\_

Sworn to and subscribed before me  
 this 26 day of September 2018.

Linda S. Coleman  
 Notary Public, State of Georgia

My Commission

Expires: 02/25/2022 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 identify as applicant or owner and have the additional sheet notarized also.



	<p align="center"><b>City of Dawsonville</b>  P.O. Box 6  415 Highway 53 East, Suite 100  Dawsonville, GA 30534  Phone: (706) 265-3256</p>	<p align="center"><b>Zoning Amendment  Authorization</b></p>
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Property Owner Authorization

I / We PEACHTREE VILLAGE PARTNERS, LLC  
and COMMON GROUND PARTNERS, LLC hereby swear that I / we own the property  
located at (fill in address and/or tax map & parcel #) PERIMETER RD and Hwy 9  
as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will  
be affected by this request.

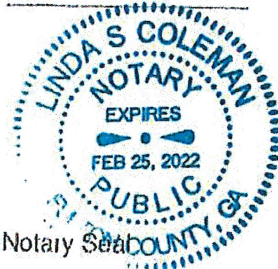
I hereby authorize the person(s) or entity(ies) named below to act as the applicant or agent in  
pursuit of the rezoning requested on this property. I understand that any rezone granted, and/or  
conditions or stipulations placed on the property will be binding upon the property regardless of  
ownership. 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 FALL LEAF RESIDENTIAL, LLC  
Signature of Applicant or Agent [Signature] Date 10-3-18  
Mailing Address 6436 Shiloh Rd Suite 100  
City Alpharetta State Ga Zip 30005  
Telephone Number 404 502 3305

Printed Name of Owner(s) PEACHTREE VILLAGE PARTNERS, LLC  
Signature of Owner(s) By: [Signature] Date 9/24/18  
COMMON GROUND PARTNERS, LLC Date \_\_\_\_\_  
By: [Signature]

Sworn to and subscribed before me  
this 24 day of September 20 18.

[Signature]  
Notary Public, State of Georgia



My Commission Expires: 02/25/2022 Notary Seal \_\_\_\_\_

(The complete names of all owners must be listed. If the owner is a partnership, the name, 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 identify as applicant or owner and have the additional sheet prepared also.)



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

**Zoning Amendment  
 Adjacent Property  
 Owners**

ZA# \_\_\_\_\_

TMP# 093 048 093 048 001 093 049

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

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

- TMP # 093 059 1. Name(s): Common Ground Partners LLC  
 Address: 2905 Piedmont Road Suite C  
Atlanta Ga 30305
- TMP # 093 055 2. Name(s): Matthew W. Lond  
 Address: 52 Winding Creek Ct  
Dawsonville GA 30534
- TMP # 093 055 3. Name(s): Christopher & Becky A. Sayler  
 Address: 61 Winding Creek Ct  
Dawsonville GA. 30534
- TMP # 093 073 4. Name(s): Hannah Abercrombie  
 Address: 868 Highway 9 S  
Dawsonville GA 30534
- TMP # 093 052 5. Name(s): Leroy Harper  
 Address: 796 Highway 9 S  
Dawsonville GA. 30534
- TMP # 093 053 6. Name(s): Tammy E. Chester  
 Address: 756 Highway 9 S  
Dawsonville GA. 30534
- TMP # 093 054 7. Name(s): Nolan A. & Debbie C. Smith  
 Address: 706 Highway 9 S  
Dawsonville GA 30534
- TMP # 093 054 8. Name(s): Mandi B. Smith  
 Address: 706 Highway 9 S  
Dawsonville GA. 30534
- TMP # 093 010 9. Name(s): Jimmy Jenkins  
 Address: P.O. Box 95  
Dawsonville GA 30534

**Adjacent Property Owner notification of a zoning amendment request is required.**



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

**Zoning Amendment  
 Adjacent Property  
 Owners**

ZA# \_\_\_\_\_

TMP# 093 048 093 048 001

093  
049

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

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

- TMP # 093 013 1. Name(s): Michael D. & Mary B. Davidson  
 Address: 6305 Hampton Brock Lane  
Cumming GA 30041
- TMP # 093 014 2. Name(s): Better Holdings LLC  
 Address: P.O. Box 574  
Dawsonville Ga 30534
- TMP # 093 067 3. Name(s): Deborah Mast  
 Address: 4252 Wieuca Road  
Atlanta Ga 30342
- TMP # 093 016 4. Name(s): Church of God PROPHECY  
 Address: 680 Highway 53 E  
Dawsonville Ga 30534
- TMP # 093 047 5. Name(s): Curtis Anderson and Karen McCond  
 Address: 2120 Perimeter Road  
Dawsonville GA 30534
- TMP # 093 043 6. Name(s): Curtis B. Anderson  
 Address: 4771 Summit Chase  
Gainesville GA 30506
- TMP # 093 041 7. Name(s): Farmington Woods LP  
 Address: 3825 Paces Walk Suite 100  
Atlanta Ga 30339
- TMP # 094 010 8. Name(s): Toxie Carl & Sandra Bynum  
 Address: 804 Collins Ave  
Warner Robins GA 31093
- TMP # 094 009 9. Name(s): Bradford & Heather Bowman  
 Address: 2337 Perimeter Road  
Dawsonville Ga 30534

**Adjacent Property Owner notification of a zoning amendment request is required.**



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**Zoning Amendment  
 Adjacent Property  
 Owners**

ZA# \_\_\_\_\_

TMP# 093 048 093 048 001 093 049

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

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

TMP # 094 006 1. Name(s): Stephanie Burt Talley  
 Address: 2363 Perimeter Road  
Dawsonville 30534

TMP # 094 007 2. Name(s): Theresa Stepp  
 Address: 125 Tribble Gap Road Apt. 203  
Cumming Ga 30040

TMP # 094 006 3. Name(s): Common Ground Partners LLC  
 Address: 2905 Piedmont Road NE Suite C  
Atlanta 30305

TMP # \_\_\_\_\_ 4. Name(s): \_\_\_\_\_  
 Address: \_\_\_\_\_

TMP # \_\_\_\_\_ 5. Name(s): \_\_\_\_\_  
 Address: \_\_\_\_\_

TMP # \_\_\_\_\_ 6. Name(s): \_\_\_\_\_  
 Address: \_\_\_\_\_

TMP # \_\_\_\_\_ 7. Name(s): \_\_\_\_\_  
 Address: \_\_\_\_\_

TMP # \_\_\_\_\_ 8. Name(s): \_\_\_\_\_  
 Address: \_\_\_\_\_

TMP # \_\_\_\_\_ 9. Name(s): \_\_\_\_\_  
 Address: \_\_\_\_\_

**Adjacent Property Owner notification of a zoning amendment request is required.**



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**Zoning Amendment  
 Campaign Disclosure**

Disclosure of Campaign Contributions  
 (Applicant(s) and Representative(s) of Rezoning)

**Pursuant to OCGA, Section 36-67 A-3.A, the following disclosure is mandatory when an applicant or any representation of application for rezoning has been made with two (2) years immediately preceding the filing of the applicant's request for rezoning, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application for rezoning.**

**It shall be the duty of the applicant and the attorney representing the applicant to file a disclosure with the governing authority of the respective local government showing the following:**

1. Name of local official to whom campaign contribution was made:

\_\_\_\_\_

2. The dollar amount and description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

Amount \$ \_\_\_\_\_ Date: \_\_\_\_\_

Enumeration and description of each gift when the total value of all gifts is \$250.00 or more made to the local government official during the 2 years immediately preceding the filing application for rezoning: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*N/A*

\_\_\_\_\_  
 Signature of Applicant / Representative of Applicant

\_\_\_\_\_  
 Date

**Failure to complete this form is a statement that no disclosure is required.**





**City of Dawsonville**  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534

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

<b>INVOICE #</b>
18-01025

INVOICE DATE: 10/12/18  
 DUE DATE: 11/11/18

ACCOUNT ID: P-000349 PIN: 030566  FALL LEAF RESIDENTIAL LLC 2364 PERIMETER ROAD DAWSONVILLE GA, 30534
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PERMIT INFORMATION  
 PERMIT NO: C8-00221  
 LOCATION: 2364 PERIMETER ROAD  
 OWNER: FALL LEAF RESIDENTIAL LLC

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		Permit No: C8-00221		
1.0000	P-0143	Zoning Request to PUD Permit No: C8-00221	500.00000	500.00
21.0000/EA	P-0155	CERTIFIED MAIL FEE Permit No: C8-00221	6.56000	137.76
			TOTAL DUE:	\$ 637.76
		Prn Payment: 10/12/18 CK 1883		-637.76
			BALANCE:	\$ 0.00

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

City of Dawsonville  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534

INVOICE #: 18-01025  
 DESCRIPTION: Permit No: C8-00221  
 ACCOUNT ID: P-000349 PIN: 030566  
 DUE DATE: 11/11/18  
 TOTAL DUE: \$ 0.00

FALL LEAF RESIDENTIAL LLC  
 2364 PERIMETER ROAD  
 DAWSONVILLE GA, 30534





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 11

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SUBJECT: GARBAGE SERVICE ORDINANCE AMENDMENT

CITY COUNCIL MEETING DATE(S): 01/22/2019

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

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PURPOSE FOR REQUEST: **FIRST READING**

An Ordinance To Amend The Garbage Services Ordinance Of The City Of Dawsonville So As To Provide For A Method Of Calculating Service Charges; And For Other Purposes. (First Reading: January 22, 2019; Second Reading: February 4, 2019)

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HISTORY/ FACTS / ISSUES:

**SECOND READING AND VOTE WILL BE ON FEBRUARY 4, 2019**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Administration



**First Reading: 01/22/2019**  
**Second Reading: 02/04/2019**  
**Passed: \_\_\_\_\_**

**AN ORDINANCE TO AMEND THE GARBAGE SERVICES ORDINANCE OF THE CITY OF DAWSONVILLE SO AS TO PROVIDE FOR A METHOD OF CALCULATING SERVICE CHARGES; AND FOR OTHER PURPOSES.**

WHEREAS, an ordinance authorizing the City of Dawsonville to charge for garbage collection was adopted on December 5, 2005; and

WHEREAS, the garbage services ordinance has not been substantially updated or revised since it was adopted on December 5, 2005; and

WHEREAS, the service charge associated with garbage collection should more closely align with the City's need to cover the administrative and capital costs associated with providing said service to the citizens of the City of Dawsonville; and

WHEREAS, the Mayor and City Council have undertaken to substantially update, in the interest of consistency and uniformity, all ordinances of the City of Dawsonville; and

WHEREAS, the City of Dawsonville now desires to amend its garbage service ordinance to provide for a new method of calculating service charges.

NOW THEREFORE, THE COUNCIL OF THE CITY OF DAWSONVILLE, GEORGIA HEREBY ORDAINS AS FOLLOWS:

SECTION 1.

Subsection (c)(2) of **Section 14-141** of Chapter 14, Article III of the Code of the City of Dawsonville, Georgia, is hereby amended by repealing existing subsection (c)(2) in its entirety and replacing it with a new subsection (c)(2) as follows:

(c) (2) *Calculation of service charge:* The service charge shall be the baseline referred to in subsection (c)(1) above, plus an additional fee or charge in an amount, to be determined and approved by the City Council annually, to cover the administrative and capital costs incurred by the City in providing such garbage collection services. The total service charge amount (baseline plus administrative/capital cost fee) shall be assessed and collected on a monthly basis from each address for which garbage service is provided pursuant to the terms of this article.

SECTION 2.

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

SECTION 3.

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

**SO ADOPTED AND ORDAINED** by the City Council of Dawsonville, Georgia, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**MAYOR AND DAWSONVILLE CITY COUNCIL**

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

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

\_\_\_\_\_  
Stephen Tolson, Council Member Post 2

\_\_\_\_\_  
Jason Power, Council Member Post 3

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

ATTESTED TO BY:

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



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 12

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SUBJECT: PARKING/ABANDONED VEHICLES ORDINANCE

CITY COUNCIL MEETING DATE(S): 01/22/2019

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

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PURPOSE FOR REQUEST: **SECOND READING AND VOTE**

An Ordinance Of The City Of Dawsonville, Georgia To Regulate The Parking Of Vehicles; To Impose Time Limits On Vehicles Parked On Public Property; To Provide For The Removal Of Vehicles That Are Parked Beyond Time Limits Or For An Unauthorized Purpose; To Provide For Regulations As To Use Of Parking Facilities; To Provide For An Effective Date; And For Other Purposes. (First Reading: January 7, 2019; Second Reading: January 22, 2019)

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

APPROVE, AMEND, DENY OR TABLE

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Administration

First reading: 01/07/2019

Second reading: 01/22/2019

Passed: \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF DAWSONVILLE, GEORGIA TO REGULATE THE PARKING OF VEHICLES; TO IMPOSE TIME LIMITS ON VEHICLES PARKED ON PUBLIC PROPERTY; TO PROVIDE FOR THE REMOVAL OF VEHICLES THAT ARE PARKED BEYOND TIME LIMITS OR FOR AN UNAUTHORIZED PURPOSE; TO PROVIDE FOR REGULATIONS AS TO USE OF PARKING FACILITIES; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

WHEREAS, the City owns various parking lots and parking areas for and attendant to its real property and facilities;

WHEREAS, the public has an interest in using the City of Dawsonville's parking areas to gain access to public property, facilities, and public events;

WHEREAS, the use of parking areas is a matter of public concern;

WHEREAS the City is empowered by § 1.12(30) of its Charter to regulate public places and to remove nuisances from the same;

WHEREAS, because unrestricted use of parking owned, operated, and maintained by the City of Dawsonville, can make parking not available for City business purposes, or public events; and

WHEREAS, regulation of parking through the imposition of time limitations, reservation for specific uses, and the prohibition on improper uses will serve to free up more spaces for the aforementioned uses; and

WHEREAS, it is the finding of the Mayor and Council that the proper regulation of parking in the City of Dawsonville can best be accomplished through time limitations, reservation for specific uses, and the prohibition on improper uses as authorized in this chapter; and

WHEREAS, it is within the power and authority of the City of Dawsonville to enact this ordinance for the regulation of parking pursuant §§ 1.12(36) and (57), of the Charter of the City of Dawsonville, Georgia, as well as O.C.G.A. § 36-35-1 et. seq. and O.C.G.A. § 40-6-200, et. seq.

NOW THEREFORE, THE COUNCIL OF THE CITY OF DAWSONVILLE HEREBY ORDAINS AS FOLLOWS:

#### SECTION 1.

Chapter 13 of the Code of the City of Dawsonville, Georgia is hereby amended by the insertion of a new "ARTICLE IV – PARKING" beginning with section 13-41 as follows:

#### **ARTICLE IV – PARKING**

##### **Sec. 13-41. – Definitions.**

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

- (1) *Code enforcement officer* means an employee appointed by the Council of the City of Dawsonville, who shall have authority to enforce the provisions of this article.
- (2) *Parking Area* means an area designated for the parking of vehicles, including parking lots, parking decks, and street parking on public property.
- (3) *Parking space* means a space delineated between two parallel lines, the purpose for which is to indicate where a vehicle can be parked, on public property.
- (4) *Time limit* means a maximum period of time that a vehicle may occupy any one parking space.
- (5) *Vehicle* means any device or structure for transporting persons or things, including but not limited to automobiles, trucks, motorcycles and other motorized forms of transportation.
- (6) *Nonconsensual towing* means the removal of a vehicle from a parking area, parking lot, or parking space without prior permission of the owner of the vehicle.

**Sec. 13-41. – Parking restrictions.**

- (a) A parked vehicle in any parking space or parking area on public property shall be allowed to remain in said parking space or area until 9:00 a.m. on the day following the date the vehicle was parked in the parking space or area. Moving a vehicle from one parking space to another in the same parking area or parking lot, or to another parking area of the City of Dawsonville, shall be considered the same as leaving the vehicle in the same parking space. For any vehicles left in a parking lot or parking area beyond the 9:00 a.m. deadline described, the City may utilize nonconsensual towing to remove the vehicles at the owner's expense.
- (b) The City may designate certain parking spaces as having a maximum time limit of two hours by proper signage. The City may utilize nonconsensual towing for any vehicles parked in designated parking spaces beyond the maximum time limit at the expense of the owner.
- (c) Other parking areas and time limits may be added to this article by resolution of the council. Signage designating time limits in parking areas shall be erected by the City. The absence of a sign in a specific area shall not invalidate any portion of this ordinance.
- (d) *Authorized and Unauthorized Purposes.* Parking in City of Dawsonville parking spaces or areas is permitted for the purpose of attending social events, City of Dawsonville events, visiting offices and businesses, frequenting City of Dawsonville facilities, including leased facilities, and for attendance at Court and governmental functions. Use of City of Dawsonville parking spaces or areas is not permitted for storage of vehicles, nor is it permitted for commercial purposes unless approved, in writing, by the City Manager or his designee.
- (e) *Penalties and enforcement.*
  - (1) Citations and Fines – Time: The owner of a vehicle parked in a designated parking space in violation of the time limits shall receive a citation issued by the code enforcement officer or by any law enforcement officer.
    - (i) The fine shall be \$25.00 for each two-hour violation for any parking space with a two-hour time limit.

(ii) For all other parking areas, the fine shall be \$100.00 per day, starting at 9:01 a.m. the day following the date the vehicle was parked until it is removed either by the owner or through nonconsensual towing.

(iii) The violator may pay the fine at city hall, or may contest the citation at city municipal court.

(2) Citations and Fines – Unauthorized Purpose: The owner of a vehicle parked in a City of Dawsonville parking space or area for an unauthorized purpose shall receive a citation issued by the code enforcement officer or by any other law enforcement officer, the fine for which shall be \$100.00 for each day that the violation continues.

(3) Nonconsensual Towing: pursuant to the towing and removal procedures described herein, vehicles parked in violation of this code may be removed and stored in lieu of or in addition to issuance of a citation and fine.

(4) Any costs incurred by the City of Dawsonville in enforcing this article shall be added to the court costs and paid in conjunction with fines assessed.

#### **Sec. 13-43. – Towing or removal procedures.**

Each and every requested nonconsensual towing movement requires a request on the day the removal takes place from the code enforcement officer or any law enforcement officer. The request may be by telephone call, facsimile letter, text message, verbal communication, or e-mail message to the wrecker service. The request must specifically identify and request removal of the vehicle or vehicles to be towed or removed. The City Manager or his designee must receive an original written tow authorization or tow bill dated and signed on the date of the tow by the code enforcement officer or law enforcement officer. The tow authorization or tow bill may be transmitted and returned in person at the scene of the tow, or by facsimile or email, on the date of the tow, on forms prescribed by the City Manager or his designee. The tow authorization or bill must be signed by the code enforcement officer or law enforcement officer and shall include:

(a) The address or other location description of the property;

(b) The name and title of the code enforcement officer or law enforcement officer;

(c) The name of the party who requested the removal, if different than the code enforcement officer or law enforcement officer; and

(d) Vehicle identifying information: make, model, color, license plate state and number (as available).

#### **Sec. 13-44. – Authority to promulgate temporary parking regulations.**

The City Manager or designee, may impose a limited parking time or prohibit parking temporarily on any street, parking area, parking space or portion thereof for any City permitted functions or whenever the traffic conditions or safety warrants such. The City shall designate the parking limitation by placing a sign on the street or portions of streets affected.

### SECTION 2.

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

SECTION 3.

All laws and parts of laws in conflict with this enactment are hereby repealed.

SECTION 4.

This ordinance shall be effective the day following its passage by the Council of the City of Dawsonville.

**SO ADOPTED AND ORDAINED** by the City Council of Dawsonville, Georgia, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**MAYOR AND DAWSONVILLE CITY  
COUNCIL**

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

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

\_\_\_\_\_  
Stephen Tolson, Councilmember Post #2

\_\_\_\_\_  
Jason Power, Councilmember Post #3

\_\_\_\_\_  
Mark French. Councilmember Post #4

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



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 13

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SUBJECT: DEVELOP COMMITTEES

CITY COUNCIL MEETING DATE: 01/22/2019

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

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

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

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PURPOSE FOR REQUEST:

**DISCUSS AND DEVELOP COMMITTEES FOR:**

- **AUDITING SERVICES RFP**
  - **CONSTRUCTION MANAGER CONTRACT**
- 

HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Administration





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 14

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SUBJECT: PARKING PROJECT AT CITY HALL

CITY COUNCIL MEETING DATE: 01/22/2019

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

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

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

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PURPOSE FOR REQUEST:

**CONSIDERATION OF PROPOSAL FOR SERVICES TO DEVELOP PLANS FOR THE PARKING PROJECT AT CITY HALL**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager



Davis Engineering & Surveying  
Proposal for Services

December 20, 2018

Subject Project: 415 Highway 53 East, Dawsonville, GA 30534  
TMP (County): ±3.30-acre portion of D04-020-001 (Dawson)

Dear Mr. Bolz:

THIS AGREEMENT made and entered into, by and between Davis Engineering & Surveying, LLC, hereinafter called "DES," and the City of Dawsonville, "client," is for the services described under the "Scope of Services" section of this Agreement. This proposal briefly discusses our understanding of the scope of work and our fees for the services to be provided. DES reserves the right to adjust the fees quoted herein after 45 days, if necessary.

**SCOPE OF SERVICES:**

DES, (Consultant) shall provide the following professional services for the property referenced above.

**I. SURVEYING SERVICES**

Completion of an asbuilt and topographic survey for the properties referenced above, and will include the locations of the observed improvements to the property.

**II. ENGINEERING DESIGN SERVICES**

Delivery of an engineering document(s) that satisfies the City of Dawsonville's construction permit requirements and that shows existing conditions, and proposed parking improvements. Included in this proposal is an existing conditions/demolition plan, site layout plan/grading/drainage plan, erosion, sedimentation, & pollution control plan, hydrology study/design, landscape plan, and all necessary notes and details to meet City of Dawsonville's standards. We are expecting to mitigate the increase of stormwater runoff through the use of an underground detention facility unless the City of Dawsonville has an existing agreement to discharge stormwater to another facility.

**III. CONSTRUCTION PHASE SERVICES**

Services under this item include construction administration including an engineer's construction cost estimate, bid document preparation, pre-bid meeting, bid opening meeting, bid review & contractor selection assistance, pre-construction meeting, site visit, submittal/RFI/pay application review, preparation of change orders, preparation of Notice of Intent and Notice of Termination for the project, and asbuilt survey of the completed project.

**IV. ADDITIONAL SERVICES**

Services and compensation listed under Surveying and Engineering Services are to be performed ONE TIME ONLY. Any additional work requested on the part of the Client or Contractor will be considered additional services and will be invoiced at current hourly rates unless specified (provided upon request).

**FEES AND TERMS OF PAYMENT**

*Our fee for the above scope item is as follows, and payment will be due Net 45 Days upon receipt of invoice.*

Lump Sum Fee*	(Item I):	\$1,650.00
	(Item II):	\$8,150.00
	(Item III):	\$3,000.00
	Total:	\$12,800.00

**Payment Terms:** Payment will be due as stated on the invoice. An Administrative Fee of \$30.00 will be charged to accounts 30 days past due, and past due accounts are subject to a monthly 1.5% finance charge (18% Annual Rate). \*Lump Sum Fees unless noted otherwise.

**FUNDAMENTAL ASSUMPTIONS**

This Agreement, and the fees contained herein, are subject to the following fundamental assumptions:

1. Only those services specifically listed within this proposal are included. Any future additional services will require additional fees. All reimbursable items, including postage, shall be billed at cost plus 10%.

\_\_\_\_\_ Client \_\_\_\_\_ DES

2. Adverse conditions, beyond the control of DES and as determined by the Consultant, may require a change in the project schedule and/or fees. Prior to any modification to scope or fees, DES will immediately inform the Client by phone and in writing and the two parties shall amend this agreement before proceeding with the project. In the event that a modified agreement cannot be reached, work shall cease and the Client shall be responsible for fees associated on a percent completed basis.
3. DES requires that you are authorized to grant, or will obtain, permission for our personnel to enter the site. It is the recommendation of DES that you notify all affected parties, especially property adjoining, of our presence as soon as possible to avoid delays in completing your scope of work.
4. It shall be the sole responsibility of the Client to provide access to all properties for surveying and design. DES is prepared to assist and expedite this process through the use of temporary easements if required.
5. Due to the nature of the scope of services agreed upon in this proposal, the Client inherently agrees that survey control points (nails, stakes, rebar and/or other markers) may be set at random locations that have no relationship to actual property boundaries or layout. Random survey traverse lines will be trimmed out through native areas in a way that causes minimal impact to existing vegetation and allows visibility between these points. In order to assist the Consultant, these control points will have wood stakes, survey flagging tape in various high visibility colors, paint and/or other materials placed in close proximity. Please note that these control points, trimmed lines and other related materials, markings, etc. are evidence of surveying activity and are not to be considered as any evidence or indication of boundary monumentation, boundary lines, ownership, or possession.
6. No review, permitting, inspection, recording, soil reports, or other owner fees are included in this proposal.
7. The Client accepts the Consultant's Standard Terms and Conditions (provided upon request).

**MISCELLANEOUS**

If this Agreement meets with your approval insofar as describing the scope of those services you expect of us, and our expectations concerning compensation for the same, please execute in the space provided and return one copy to us for our records. We appreciate this opportunity to be of service to you.

Sincerely,

Jason K. Davis, PE (jdavis@davisengineers.com)

<u>AUTHORIZATION TO PROCEED</u>	
By (print & sign): _____	Date: _____
Email: _____	Phone: _____
Representing (if different from above): _____	
Mailing Address: _____	
Name on Plat: _____	



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 15

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SUBJECT: DISCUSSION OF IMPACT FEES

CITY COUNCIL MEETING DATE: 01/22/2019

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

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

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

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PURPOSE FOR REQUEST:

**TO DISCUSS IMPACT FEES AND DETERMINE HOW TO PROCEED**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Mike Eason, Mayor



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 17

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SUBJECT: STAFF REPORT: FINANCE ADMINISTRATOR

CITY COUNCIL MEETING DATE: 01/22/2019

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget      Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST:

**TO PRESENT FUND BALANCE AND ACTIVITY THROUGH DECEMBER 30, 2018**

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HISTORY/ FACTS / ISSUES:

**SEE ATTACHED FINANCIAL REPORTS**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Hayden Wiggins, Finance Administrator

## CITY OF DAWSONVILLE, GEORGIA

## GENERAL FUND

July 1, 2018 - December 31, 2018

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Taxes	\$ 1,452,150	\$ 845,503	58.22%
Licenses and permits	156,375	54,088	34.59%
Intergovernmental revenues	25,000	49,061	196.24%
Fees	238,400	64,768	27.17%
Other	<u>82,000</u>	<u>64,533</u>	<u>78.70%</u>
Total revenues	<u>1,953,925</u>	<u>1,077,953</u>	<u>55.17%</u>
EXPENDITURES			
Department:			
Council	92,500	45,076	48.73%
Mayor	24,870	7,125	28.65%
Elections	1,000	-	0.00%
Administration	798,667	456,728	57.19%
City Hall building	228,300	145,775	63.85%
Animal control	2,000	581	29.05%
Roads	432,200	189,459	43.84%
Parks	3,000	1,616	53.87%
Planning and zoning	316,888	182,019	57.44%
Economic development	<u>54,500</u>	<u>6,000</u>	<u>11.01%</u>
Total expenditures	<u>1,953,925</u>	<u>1,034,379</u>	<u>52.94%</u>
TOTAL REVENUES OVER EXPENDITURES		<u><u>43,574</u></u>	

CITY OF DAWSONVILLE, GEORGIA  
WATER, SEWER, AND GARBAGE FUND  
July 1, 2018 - December 31, 2018

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
<b>REVENUES</b>			
Water fees	\$ 648,000	\$ 342,256	52.82%
Sewer fees	756,000	393,072	51.99%
Garbage fees	139,000	70,306	50.58%
Miscellaneous	<u>161,418</u>	<u>32,640</u>	<u>20.22%</u>
 Total revenues	 <u>1,704,418</u>	 <u>838,274</u>	 <u>49.18%</u>
 <b>EXPENDITURES</b>			
Bad debts	2,000	-	0.00%
Depreciation	430,000	206,508	48.03%
Garbage service	105,350	51,504	48.89%
Group insurance	80,400	43,919	54.63%
Insurance	35,000	5,623	16.07%
Interest	106,000	58,159	54.87%
Payroll taxes	21,618	10,912	50.48%
Professional	94,000	74,780	79.55%
Miscellaneous	84,750	32,154	37.94%
Repairs/supplies	256,500	102,729	40.05%
Retirement	16,500	6,429	38.96%
Salaries	286,600	145,425	50.74%
Technical services	64,000	21,163	33.07%
Utilities	<u>121,700</u>	<u>67,460</u>	<u>55.43%</u>
 Total expenditures	 <u>1,704,418</u>	 <u>826,765</u>	 <u>48.51%</u>
 INCOME (LOSS)		 <u><u>11,509</u></u>	

## CITY OF DAWSONVILLE, GEORGIA

## SPLOST

July 1, 2018 - December 31, 2018

**SPLOST VI**

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Taxes	1,288,000	646,040	50.16%
Interest	<u>3,000</u>	<u>4,139</u>	<u>137.97%</u>
Total revenues	<u>1,291,000</u>	<u>650,179</u>	<u>50.36%</u>
EXPENDITURES (Capital Outlays)			
City hall acquisition	191,667	84,717	44.20%
Roads and sidewalks	191,667	-	0.00%
Public works equipment - roads	63,889	7,000	10.96%
Sewer projects	95,833	11,309	11.80%
Public works equipment - sewer	63,889	-	0.00%
Water projects	95,833	50,562	52.76%
Public works equipment - water	63,889	-	0.00%
Farmers market	191,666	99,846	52.09%
Parks and recreation	<u>332,667</u>	<u>968,995</u>	<u>291.28%</u>
Total expenditures	<u>1,291,000</u>	<u>1,222,429</u>	<u>94.69%</u>
TOTAL REVENUES OVER EXPENDITURES		<u><u>(572,250)</u></u>	