

AGENDA
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, September 9, 2019
5:30 P.M.

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
 - a. Approve Minutes
 - Work Session and Regular Meeting held August 19, 2019
 - Executive Session held August 19, 2019
 - Special Called Meeting held August 27, 2019
 - b. Approve Appointments to the Design Guideline Committee
8. Employee of the Month
9. Case Studies in Pain Management & Opioid Prescribing
10. Bond Refunding Analyses Presentation

PUBLIC HEARING

11. **CU-C9-00287:** Jeremy Porter, with Atlanta Motorsports Park LLC, has requested a Conditional Use Permit to construct garage condos in a CIR (Restricted Industrial) zoning district for TMP 070 049 001 located at 20 Duck Thurmond Road. Hearing Date: Planning Commission – June 10, 2019 and City Council – July 8, 2019 – **Postponed from July 8, 2019**
12. **ZA-C9-00287:** Jeremy Porter, with Atlanta Motorsports Park LLC, has requested a site plan update for TMP 070 049 001 located at 20 Duck Thurmond Road. Hearing Date: Planning Commission – June 10, 2019 and City Council – July 8, 2019 – **Postponed from July 8, 2019**

BUSINESS

13. **ZA-C2000006:** The City of Dawsonville is requesting a zoning amendment correction from INST (Institutional District) to TB (Town Business District) for TMP D01 010 located at 86 Hwy. 53 West. Hearing Dates: Planning Commission – August 12, 2019 and City Council – August 19, 2019.
14. An Ordinance To Amend The Existing Alcohol Ordinance To Clarify The Types Of Licenses And/Or Permits Available; To Provide For New License Types; To Clarify Licensing And Permit Restrictions And Regulations On Particular Establishment Types; To Clarify Which Licenses Are Eligible For Administrative Approval By City Manager; To Provide References To The City Fee Schedule; And For Other Purposes. (First Reading: August 19, 2019; Second Reading and Adoption: September 9, 2019) – **Request to Postpone**
15. Appointments
 - a. Ethics Board
 - b. Planning Commission
 - c. Historic Preservation Commission
 - d. Downtown Development Authority
16. CSL Telecommunications Registration Application
17. Budget Amendment – Amphitheater at Main Street Park
18. Request to Rebid Landscaping at Main Street Park
19. Main Street Park Fence Recommendation
20. Potential Change Order for Main Street Park

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

ADJOURNMENT

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



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7

SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 09/09/2019

PURPOSE FOR REQUEST:

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

- a. Approve Minutes
 - Work Session and Regular Meeting held August 19, 2019
 - Executive Session held August 19, 2019
 - Special Called Meeting held August 27, 2019
 - b. Approve Appointments to the Design Guideline Committee
-



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7a

SUBJECT: APPROVE THE MINUTES

CITY COUNCIL MEETING DATE: 09/09/2019

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPROVE THE MINUTES FROM:

- WORK SESSION AND REGULAR MEETING HELD AUGUST 19, 2019
 - EXECUTIVE SESSION HELD AUGUST 19, 2019
 - SPECIAL CALLED MEETING HELD AUGUST 27, 2019
-

HISTORY/ FACTS / ISSUES:

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

MINUTES
CITY COUNCIL WORK SESSION AND REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, August 19, 2019
5:30 P.M.

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 Dana Miles, City Attorney Paul Mitchell, City Manager Bob Bolz, City Clerk Beverly Banister, Deputy City Clerk Tracy Smith, Utilities Director Gary Barr, Public Works Director Trampas Hansard, Finance Administrator Hayden Wiggins and Human Resource Manager Donna Blanton.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Caleb Phillips.
4. **ANNOUNCEMENTS:** Mayor Eason announced that there are vacancies on the Planning Commission, Historic Preservation Commission and the Downtown Development Authority. He also noted the next Food Truck night is September 6, 2019.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as submitted made by S. Tolson; second by J. Power. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** The following people spoke during the public input:
 - Cheryl Wood, Po Box 81, Dahlonega, GA 30533 – She spoke about item #15, the alcohol ordinance amendment. She states she owns the Moonshine Distillery and has requested the City not charge an additional fee to serve cocktails. She gave three examples of other cities who are allowed to serve cocktails under their manufacturing license.
 - Bob Suchke – Po Box 201, Dahlonega, GA 30533 – He spoke in regard to item #15 and also stated that he would like the Council to consider allowing the distillery to serve cocktails.

Councilmember Phillips asked how many times per year did they plan on being able to serve cocktails. Cheryl Wood stated they are talking about special events, weekends, any GRHOF or amphitheater events. Phillips asked Attorney Miles if the distillery could purchase a special event permit right now and be able to serve up to ten days per year; Miles reported yes there is a procedure that has to be followed such as obtaining a special event permit license from the State, licensed servers and a catering license. Mr. Suchke and Ms. Wood stated their license with the State allows them to serve cocktails and he asked again for the Council to permit them to serve them.

7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a, b) made by S. Tolson; second by J. Power. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting held August 5, 2019
 - b. Approve Amendment to Meeting Room Rules and Regulations (Exhibit "A")
8. **ZA-C200006:** The City of Dawsonville is requesting a zoning amendment correction from INST (Institutional District) to TB (Town Business District) for TMP D01 010 located at 86 Hwy. 53 West. Hearing Dates: Planning Commission – August 12, 2019 and City Council – August 19, 2019.

Motion to open the public hearing made by M. French; second by J. Power. Vote carried unanimously in favor. Planning Director Robbie Irvin presented the zoning amendment request. Mayor Eason conducted the public hearing; no one spoke in favor or opposition to the request. Motion to close the public hearing made by M. French; second by C. Phillips. Vote carried unanimously in favor.

The request will be presented at the September 9, 2019 meeting for a decision.

9. **SIGN OPTIONS FOR MAIN STREET PARK AND FARMER'S MARKET:** City Manager Bob Bolz presented some ideas for signs at the Main Street Park and requested input from the Council regarding the size, color, style and placement of the signs so cost estimates could be obtained. Council favored the archway sign for the main entrance of the park and smaller signs for the farmer's market and throughout the park. A metal sign was the preference; however, a color scheme was not decided. Direction was given to Bolz to obtain cost estimates for at least one large sign and three smaller signs.

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- 10.** An Ordinance By The City Of Dawsonville To Amend Its Zoning Ordinance; To Clarify Existing Definitions And Provide Additional Definitions; To Establish Prohibited Uses; To Amend Provisions Related To Bed And Breakfast Establishments And Short-Term Home Rentals; To Amend Provisions On Conditional Uses, Tree Protection And Administrative Variances; To Amend Provisions Related To Postponement Of Zoning Matters; To Amend Provisions Related To Conditional Use And Variance Expiration; To Adopt Provisions Related To Applicable Ordinances And Regulations; To Adopt Fees For Zoning Matters; To Adopt Changes And Corrections To Various Zoning District Provisions; And For Other Purposes. (First Reading and Public Hearing: August 5, 2019; Second Reading and Adoption: August 19, 2019)

Planning Director Irvin presented and 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 "B")

- 11.** An Ordinance By The City Of Dawsonville To Amend Its Business Regulation Ordinance To Regulate The Operation Of Hotels, Bed And Breakfast Establishments, Short-Term Home Rentals, And Other Short-Term Rentals; To Provide For Severability; To Provide An Effective Date; And For Other Purposes. (First Reading: August 5, 2019; Second Reading and Adoption: August 19, 2019)

Planning Director Irvin presented and 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 "C")

- 12.** An Ordinance To Amend The Code Of The City Of Dawsonville, Georgia, By Adopting Regulations Concerning The Placement Of Small Wireless Facilities, Support Structures, And Poles In City Rights Of Ways; To Adopt A New Article III On Right Of Way Regulations In Chapter 10 Of The Code; To Provide For Aesthetic Regulations Governing The Placement Of Facilities And Equipment In Public Rights Of Ways Within The City Limits; To Provide An Effective Date; And For Other Purposes. (First Reading: August 5, 2019; Second Reading and Adoption: August 19, 2019)

Planning Director Irvin presented and read the second reading of the ordinance. Motion to approve the ordinance as presented made by J. Power; second by M. French. Vote carried unanimously in favor. (Exhibit "D").

- 13.** An Ordinance To Amend The General Penalty Provisions For Ordinance Violations; To Provide Consistent Administrative References To The City Fee Schedule; To Repeal Duplicative Sections; To Clarify Sections Related To Land Disturbance Permits And Statutory Fees; And For Other Purposes. (First Reading: August 5, 2019; Second Reading and Adoption: August 19, 2019)

Planning Director Irvin presented and read the second reading of the ordinance. Motion to approve the ordinance as presented made by C. Phillips; second by J. Power. Vote carried unanimously in favor. (Exhibit "E")

- 14.** An Ordinance To Repeal The Existing Fee Schedule And Provide A New Fee Schedule; And For Other Purposes. (First Reading: August 5, 2019; Second Reading and Adoption: August 19, 2019)

Planning Director Irvin presented and 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 "F")

- 15.** An Ordinance To Amend The Existing Alcohol Ordinance To Clarify The Types Of Licenses And/Or Permits Available; To Provide For New License Types; To Clarify Licensing And Permit Restrictions And Regulations On Particular Establishment Types; To Clarify Which Licenses Are Eligible For Administrative Approval By City Manager; To Provide References To The City Fee Schedule; And For Other Purposes. (First Reading: August 19, 2019; Second Reading and Adoption: September 9, 2019)

Planning Director Irvin presented and read the first reading of the ordinance. Councilmember Phillips asked Chery Wood if she could clarify how often she wants to serve alcohol; Ms. Woods stated she

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did not want to be limited to events only but maybe to serve on Friday and Saturday. Councilmember Tolson asked Attorney Miles about the conditions to the special event permit. Miles stated there are two types of permits with the ordinance as drafted; a temporary on premises consumption permit for anywhere in the City limited to ten days per year or a special event permit which occurs at city facilities (public property) which requires approval from the City Council for every event and there is no limit to the number of times the permit can be issued. He further stated under State law, the local jurisdiction has the right to allow or deny the serving of cocktails; currently the ordinance as drafted does not provide for authorization except for the two options provided. Councilmember Tolson stated the Council needs to regulate the serving of alcohol locally and the point was made that she would have no requirement to sell a certain percentage of food like the other establishments serving alcohol. Ms. Wood argued she also is only permitted to sell distilled spirits in which she manufacturers while other establishments serve beer, wine and distilled spirits; she'd like to be able to serve a cocktail during her business hours to someone to try it so they can purchase the bottle. Currently in serving samples, they are limited in size and quantity. Council will take into consideration the request.

- 16. PRESENTATION OF THE GFOA CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING:** Councilmember Tolson read the summary of the achievement and Mayor Eason presented the award to Finance Administrator Hayden Wiggins.
- 17. MILLAGE RATE FOR TAX YEAR 2019:** Motion to approve the millage rate and rollback to zero made by J. Power; second by M. French. Vote carried unanimously in favor.
- 18. FY 2018-2019 SPLOST VI BUDGET AMENDMENT:** Finance Administrator Wiggins explained the request is a maintenance issue, the expenditures were more than the revenue, therefore requiring money to be transferred from the SPLOST VI reserves to balance the budget. Motion to approve the SPLOST VI budget amendment for FY2018-19 in the amount of \$998,900 made by M. French; second by S. Tolson. Vote carried unanimously in favor.

STAFF REPORTS

19. BOB BOLZ, CITY MANAGER:

- Prefabricated restroom options were sought for Main Street Park. Two options came in at just under \$300,000 which is less than the stick-built restroom; still waiting to receive estimates from five other companies. The size of the bathroom was discussed.
- Gary Barr requested to reduce his work hours to 32 hours per week with a corresponding reduction of 20% in wages.
- Four speed tables were installed in the Stonewall subdivision.
- A six-inch water line was repaired on Flat Creek.
- Problems have been occurring with the Farmington Woods lift station; a larger pump and grinder are being considered with the hopes of having Farmington Woods assist with the cost.
- Food truck night is September 6, 2019.

20. ROBBIE IRVIN, PLANNING DIRECTOR

- A two-foot rear yard setback was granted for 110 Crown Pointe; a single-family home was constructed with an encroachment of two-feet at the rear left corner of the structure. The rear yard setback should be thirty feet, and this reduced it to twenty-eight feet, there were no objections and there will be no other variance of this type allowed.

- 21. HAYDEN WIGGINS, FINANCE ADMINISTRATOR:** Financial reports representing fund balance and activity provided through July 31, 2019. No questions or comments from Council.

EXECUTIVE SESSION

At 6:36 p.m. a motion to close regular session and go into executive session for Real Estate Acquisition was made by J. Power; second by S. Tolson. Vote carried unanimously in favor.

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CITY COUNCIL WORK SESSION AND REGULAR MEETING
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Monday, August 19, 2019
5:30 P.M.

At 6:54 p.m. a motion to close executive session and resume regular session was made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor.

ADJOURNMENT:

At 6:56 p.m. a motion to adjourn the meeting was made by M. French; second by J. Power. Vote carried unanimously in favor.

By: CITY OF DAWSONVILLE

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

STATE OF GEORGIA
COUNTY OF DAWSON

AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

Mayor Michael Eason, Councilmember Jason Power, Councilmember Caleb Phillips, Councilmember Stephen Tolson, and Councilmember Mark French; being duly sworn, state under oath that the following is true and accurate to the best of their knowledge and belief:

1. The City of Dawsonville Council met in a duly advertised meeting on the August 19, 2019.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 6:36 p.m.
4. The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law: (check all that apply)

Consultation with the City Attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the City or any officer or employee or in which the City or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1);

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

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

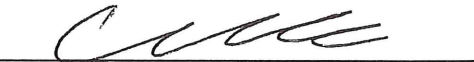
Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a City officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);

Other _____ as provided in: _____

This 19th day of August 2019; By the City of Dawsonville, Mayor and Council:



Mike Eason, Mayor



Caleb Phillips, Councilmember Post #1



Stephen Tolson, Councilmember Post #2

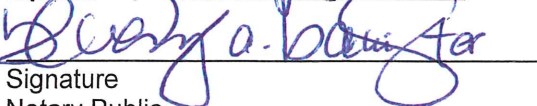


Jason Power, Councilmember Post #3



Mark French, Councilmember Post #4

Sworn to and subscribed before me this
19 day of August, 2019.



Signature
Notary Public

My Commission expires: 02.18.2020



Beverly A. Banister
NOTARY PUBLIC
Dawson County, Georgia
My Commission Expires
February 18, 2020

MINUTES
CITY COUNCIL SPECIAL CALLED MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Tuesday, August 27, 2019
5:00 P.M.

1. **CALL TO ORDER:** Mayor Mike Eason called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Present were Councilmember Jason Power, Councilmember Mark French, Councilmember Stephen Tolson, Councilmember Caleb Phillips, City Attorney Alex Meyers, City Manager Bob Bolz, Deputy City Clerk Tracy Smith, and Planning Director Robbie Irvin.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Jason Power.
4. **ANNOUNCEMENTS:** Mayor Mike Eason announced that Food Truck night would be Friday, September 6, 2019.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as submitted made by M. French; second by J. Power. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** No comments from the public.

BUSINESS

7. **SPECIAL EVENT WITH ALCOHOL – GOOD SHEPHERDS CLINIC GRITS & GRANOLA BRUNCH AT GRHOF, SUNDAY 8, 2019:** Planning Director Robbie Irvin presented a report of the Grits & Granola Brunch and their request for a temporary alcohol license to service mixed drinks. The first step is to obtain approval from the Council and then obtain approval through the State.

- Kristie Myers, 94 Dawson Drive, Dawsonville, GA - She stated that this is the 8th annual brunch for the Good Shepherds Clinic. The clinic serves the low income, non-insured citizens of Dawson County utilizing a volunteer staff. The alcohol is donated and there is no charge for the drinks. The price of the ticket covers any drinks that are served.

Motion to approve the event as submitted made by J. Power; second by M. French. Vote carried unanimously in favor.

Councilmember Mark French gave a report of the services and number of residences serviced by the clinic.

ADJOURNMENT:

At 5:09 pm a motion to adjourn the meeting was made by J. Power; second by S. Tolson. Vote carried unanimously in favor

By: CITY OF DAWSONVILLE

Mike Eason, Mayor

Caleb Phillips, Councilmember Post 1

Stephen Tolson, Councilmember Post 2

Jason Power, Councilmember Post 3

MINUTES
CITY COUNCIL SPECIAL CALLED MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Tuesday, August 27, 2019
5:00 P.M.

Mark French, Councilmember Post 4

Attested: _____
Beverly A. Banister, City Clerk



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7b

SUBJECT: APPROVE APPOINTMENTS TO THE DESIGN GUIDELINE COMMITTEE

CITY COUNCIL MEETING DATE: 09/09/2019

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPROVE APPOINTMENTS TO THE DESIGN GUIDELINE COMMITTEE:

- ANNA TOBOLSKI – PLANNING COMMISSION
 - ANGIE SMITH – HISTORIC PRESERVATION COMMISSION
 - SCOTT MORGAN – DAWSON COUNTY SCHOOL DISTRICT
 - GEORGANN SCHMALZ – DAWSON COUNTY WOMEN’S CLUB
 - CHRISTIE MOORE – CHAMBER OF COMMERCE
 - KAREN SMITH – ABBOTT CREEK NURSERY
 - DWIGHT GILLELAND – DAWSON HARDWARE
-

HISTORY/ FACTS / ISSUES:

- CITY COUNCIL VOTED TO DEVELOP THE COMMITTEE AT THE 07/08/2019 MEETING
 - FUTURE APPOINTMENT TO INCLUDE A MEMBER OF THE DDA ONCE DETERMINED WHO WILL SERVE
-

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8

SUBJECT: EMPLOYEE OF THE MONTH

CITY COUNCIL MEETING DATE: 09/09/2019

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO RECOGNIZE AND PRESENT:

- **AUGUST 2019 EMPLOYEE OF THE MONTH AWARD**
-

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 9

SUBJECT: CASE STUDIES IN PAIN MANAGEMENT & OPIOID PRESCRIBING

CITY COUNCIL MEETING DATE: 09/09/2019

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

**PRESENTATION ON PAIN MANAGEMENT AND OPIOID PRESCRIBING
BY ANESTHESIOLOGIST GARY G. THEOFILIS, DO, DABAM, DAAIM**

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Stephen Tolson, Councilmember



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 10

SUBJECT: BOND REFUNDING ANALYSES PRESENTATION

CITY COUNCIL MEETING DATE: 09/09/2019

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO PRESENT A POTENTIAL OPTION FOR BOND REFINANCING BY:

**BRIAN HUSKEY, MANAGING DIRECTOR OF STIFEL
TREADWELL SYFAN, BOND ATTORNEY**

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Dana Miles, City Attorney



Market Update & Refinancing Analyses

City of Dawsonville

August 29, 2019

Bryan D. Huskey
Managing Director
(404) 504-2768 – Direct Dial
(404) 285-3833 – Mobile
huskeyb@stifel.com

I. Municipal Market Update

Basis of Presentation

References herein to “Stifel” collectively refer to Stifel, Nicolaus & Company, Incorporated and other affiliated broker-dealer subsidiaries of Stifel Financial Corp. References herein to “Stifel Financial” refer to Stifel Financial Corp. (NYSE: SF), the parent holding company of Stifel and such other affiliated broker-dealer subsidiaries. Unless otherwise indicated, information presented herein with respect to the experience of Stifel also includes transactions effected and matters conducted by the Capital Markets Division of Legg Mason Wood Walker, Inc. (acquired on December 1, 2005), Ryan Beck & Co., Inc. (acquired on February 28, 2007), Thomas Weisel Partners LLC (acquired on July 1, 2010), Stone & Youngberg LLC (acquired October 3, 2011), Miller Buckfire & Co LLC. (acquired on December 20, 2012), Keefe, Bruyette & Woods, Inc. (acquired on February 15, 2013), Knight Capital Group’s Institutional Fixed Income Brokerage unit (acquired on July 1, 2013), Ziegler Lotsoff Capital Management, LLC and their respective affiliates. All transaction announcements included herein appear as a matter of record only. Dollar volume represents full credit to underwriter.

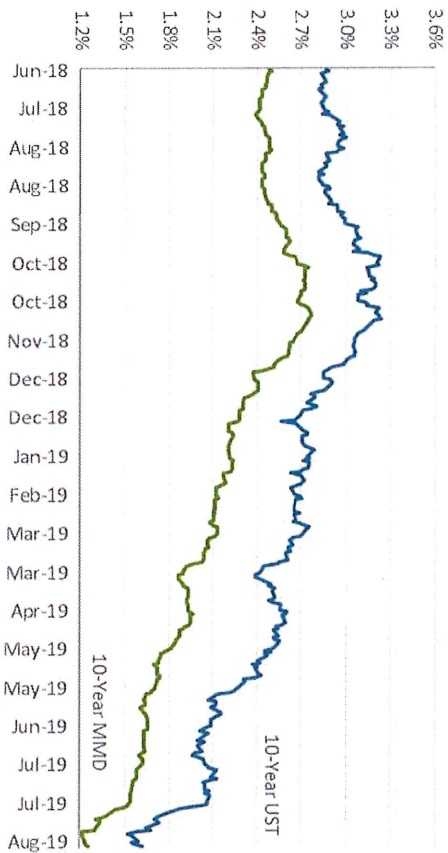
Stifel, Nicolaus & Company, Incorporated (“Stifel”) is providing information for discussion purposes and is declaring that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not financial advisor, as defined therein, to the issuer for this proposed issuance of municipal securities. The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm’s-length commercial transaction. Serving in the role of underwriter Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

Interest Rate Movement

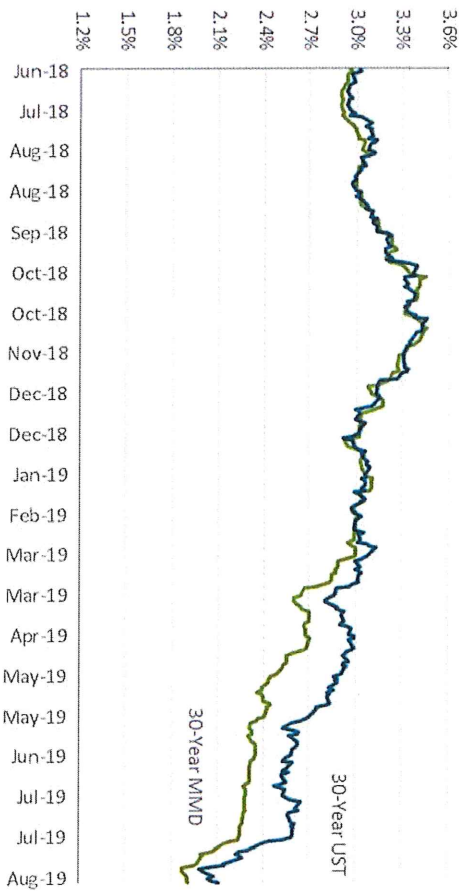
STIFFEL

Taxable and Municipal Rates Hover Near All-Time Lows

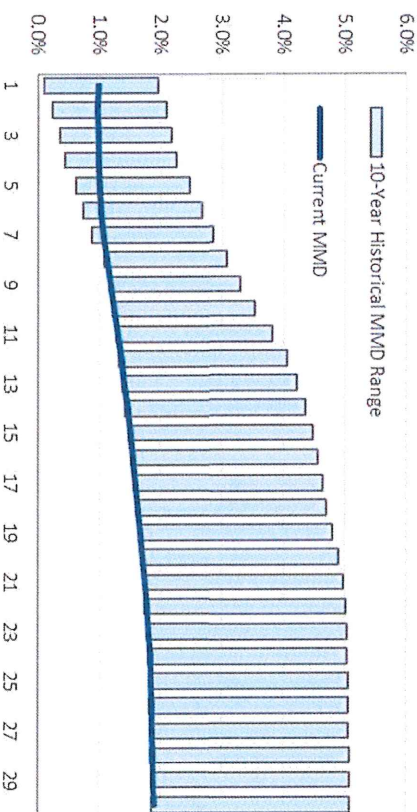
10-Year MMD Yields Recover from Absolute All-Time Low
Comparing 10-Year UST and 10-Year AAA MMD since June 2018



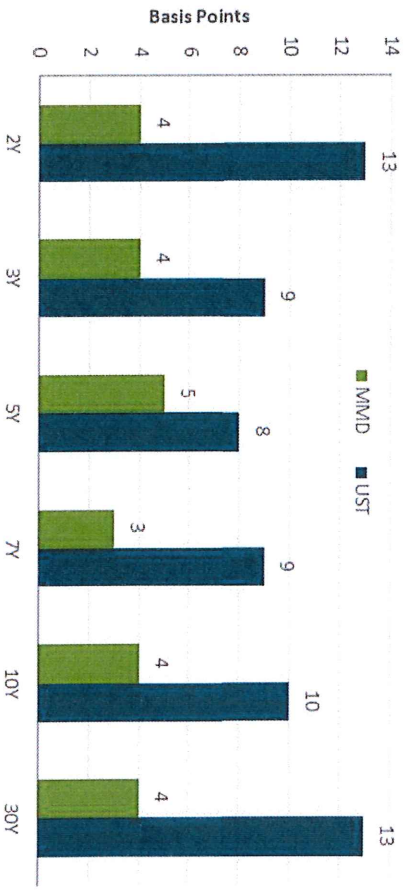
30 Year MMD Yields Recover from Absolute All-Time Low
Comparing 30-Year UST and 30-Year AAA MMD since June 2018



Long-Term Rates Near Bottom Of 10-Year Historic Range
10-Year Historical AAA MMD Range vs. Current AAA MMD



Recent MMD and UST Movement
August 15, 2019 to August 22, 2019



Source: TM3, US Treasury. As of 08/22/2019.

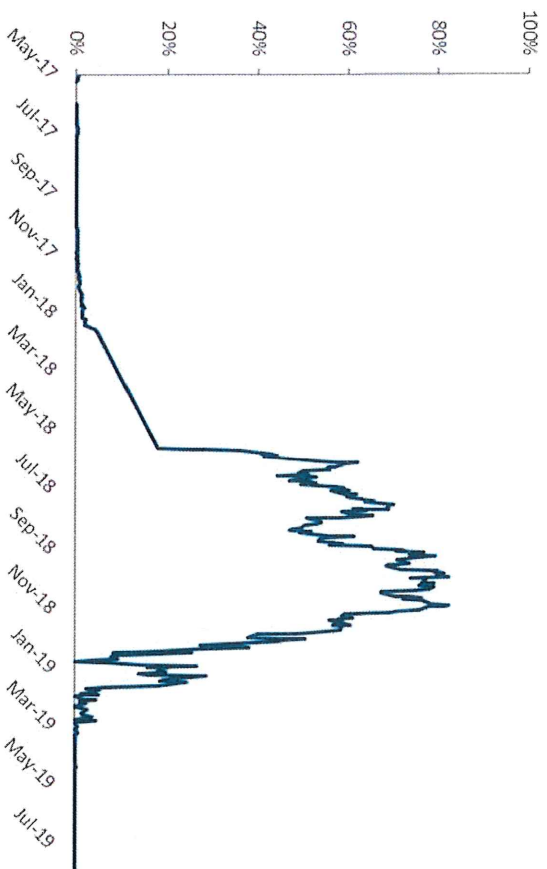
Interest Rate Forecast



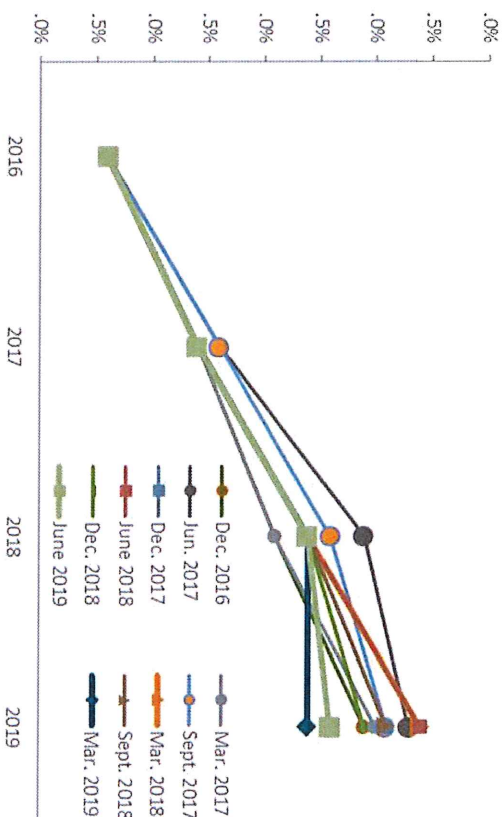
- **The Fed cut rates by 0.25% at the July meeting**
 - Fed Chairman Powell described the first rate reduction in more than ten years as a “mid-cycle correction”, prompting fears the Fed’s first policy adjustment in six months may also be its last for some time
 - Recent commentary from Fed presidents at the Jackson Hole Summit favors keeping rates on hold. However, the Fed remains data-dependent and could enact additional monetary stimulus if the trade war with China escalates
- **Other central banks remain dovish**
 - In Italy and Germany, emerging indicators of economic stagnation prompted government leaders to provide reassurance of their ability to provide sufficient stimulus if needed

	Market Consensus Yield Curve Projections				
	Current	Q3-19	Q4-19	Q1-20	Q2-20
Fed Funds	2.25%	2.10%	1.95%	1.90%	1.85%
2-Year UST	1.62%	1.71%	1.74%	1.75%	1.77%
10-Year UST	1.62%	1.91%	1.98%	2.06%	2.11%
30-Year UST	2.11%	2.46%	2.49%	2.55%	2.59%

Historical Probability of Rate Hike



Market Consensus vs. Projection of Fed Funds Rate



Source: U.S. Treasury Department, Bloomberg. Market Consensus Projections as of 8/22/2019

II. Overview of Refinancing

Series 2014 Bonds

- \$4,675,000 of Series 2014 Bonds were issued by the City's Downtown Development Authority to prepay the City's outstanding GEFA loans and to redeem the City's outstanding Water and Sewerage Revenue Bonds, Series 1997-A, Series 1997-B, Series 1997-C, Series 2003 and Series 2006.
- The Bonds are secured by intergovernmental contract payments from the City to the Authority.
- Bonds mature through 2/1/2033 and are callable beginning 2/1/2019 at par.
- The Bonds maturing 2020-2033 have \$3,615,000 currently outstanding and carry an average interest rate of 3.05%.

Refinancing of Series 2014 Bonds



FYE 12/31	Series 2014 Bonds			Proposed 2019 Refunding Bonds			Gross Savings	PV Savings to 11/1/19 @ 1.76%
	Principal	Interest	Debt Service	Principal	Interest	Debt Service		
2020	220,000	50,120	270,120	250,000	16,522	266,522	3,598	3,582
2021	225,000	96,390	321,390	245,000	61,688	306,688	14,702	14,533
2022	230,000	91,890	321,890	250,000	57,376	307,376	14,514	14,099
2023	235,000	86,830	321,830	250,000	52,976	302,976	18,854	17,951
2024	240,000	81,190	321,190	255,000	48,576	303,576	17,614	16,483
2025	245,000	75,190	320,190	260,000	44,088	304,088	16,102	14,811
2026	250,000	68,820	318,820	265,000	39,512	304,512	14,308	12,939
2027	255,000	62,070	317,070	265,000	34,848	299,848	17,222	15,273
2028	265,000	54,930	319,930	275,000	30,184	305,184	14,746	12,855
2029	270,000	47,245	317,245	275,000	25,344	300,344	16,901	14,454
2030	280,000	39,145	319,145	280,000	20,504	300,504	18,641	15,645
2031	290,000	30,325	320,325	290,000	15,576	305,576	14,749	12,163
2032	300,000	20,900	320,900	295,000	10,472	305,472	15,428	12,484
2033	310,000	10,850	320,850	300,000	5,280	305,280	15,570	12,363
	\$ 3,615,000	\$ 815,895	\$ 4,430,895	\$ 3,755,000	\$ 462,946	\$ 4,217,946	\$ 212,949	\$ 189,636
						Refunding Funds on Hand:	4,890	4,890
						Net Savings:	\$ 217,839	\$ 194,526

Refunding Summary					
2019 Bonds Par Amount	\$	3,755,000	Gross Savings	\$	217,839
2019 Bonds Financing Rate		1.76%	PV Savings	\$	194,526
2014 Bonds Outstanding Par	\$	3,615,000	as % of Refunded Par		5.38%
2014 Bonds Prior Rate		3.05%			
2014 Bonds Call Date		Feb. 1, 2019 @ par			

- Notes:
1. Preliminary and subject to change.
 2. Assumes AA rating, consistent with the rating of the outstanding prior bonds.
 3. Interest rate assumptions are based on current market conditions and similar credits.
 4. Actual results may differ, and Stifel makes no commitment to underwrite at these levels.
 5. Issuance expenses are estimates for discussion purposes.
 6. Analysis was performed with no changes to the term or the structure of the debt service from the currently outstanding issues.

III. Stifel Overview & Disclosure

Municipal Securities Group Local Presence with a National Reach



Top National Ranking: #1 Senior Manager of
Negotiated New Issue Transactions



Local Presence: 139-member Public Finance
team located in 25 offices

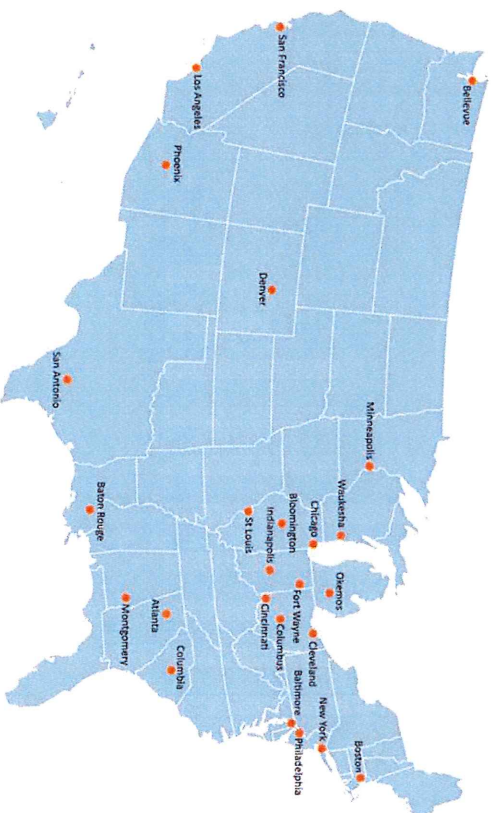


Distribution Strength: Balanced platform with
ability to sell bonds directly to all classes of muni
bond buyers

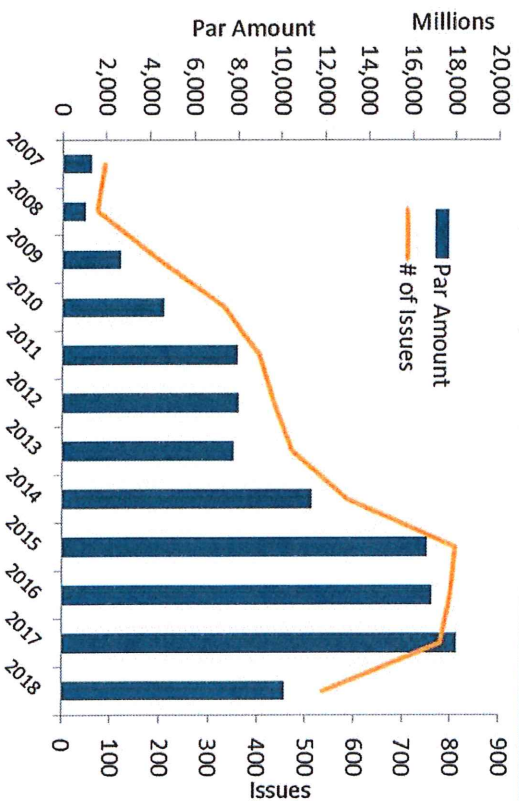
Stifel National Underwriting Rankings and Experience

Year	Rank (Issues)	Rank (Par)	Issues	Par Amount
2018	1	9	535	\$10,177,800,000
2017	1	7	781	18,068,800,000
2016	1	7	801	16,924,300,000
2015	1	6	811	16,718,300,000
2014	1	8	587	11,402,800,000
2013	2	11	473	7,824,100,000
2012	8	11	436	8,041,300,000
2011	10	10	404	7,972,800,000
2010	7	13	332	4,647,400,000
2009	13	17	196	2,663,400,000

Stifel Public Finance Offices



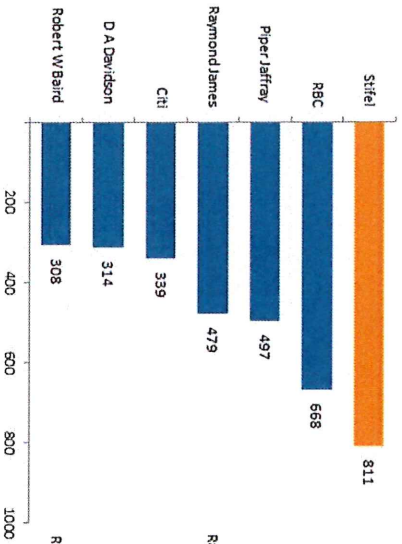
Stifel Municipal New Issue Experience



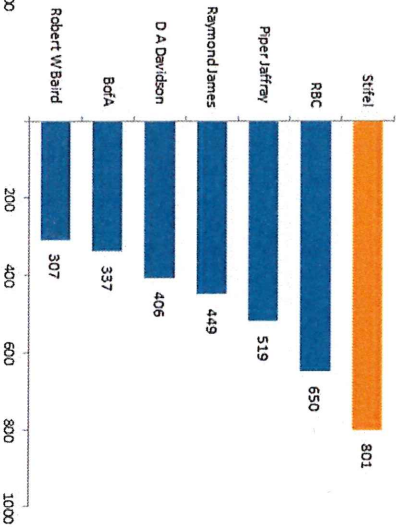
National League Tables



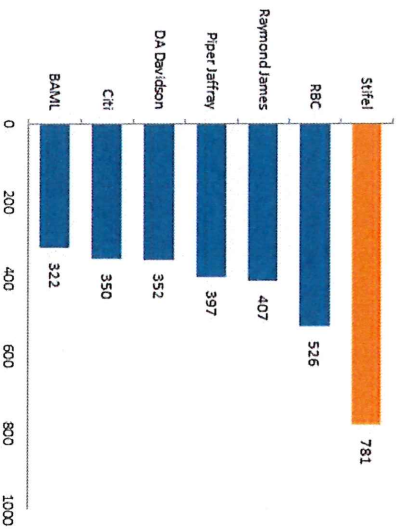
Negotiated Senior Underwriter Rankings
2015 – By number of issues



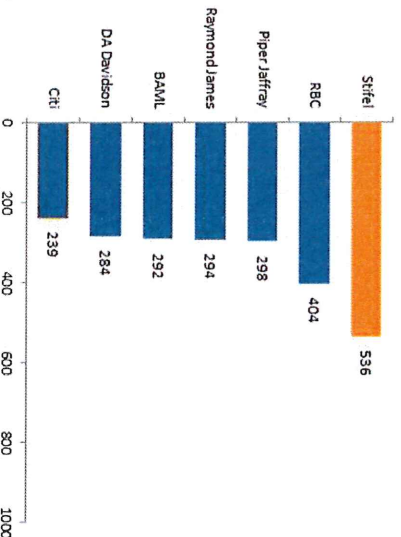
Negotiated Senior Underwriter Rankings
2016 – By number of issues



Negotiated Senior Underwriter Rankings
2017 – By number of issues



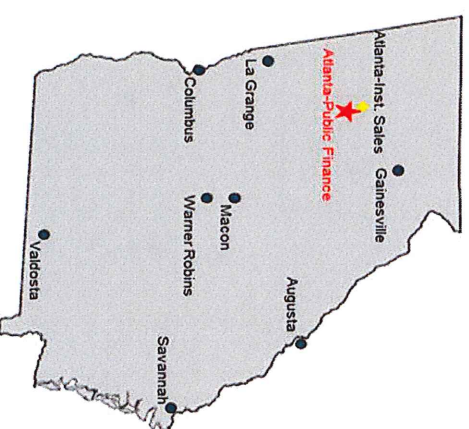
Negotiated Senior Underwriter Rankings
2018 – By number of issues



Negotiated New Issues	
1 st	Ranked by number of issues
7 th	Ranked by par amount
K-12 Bonds	
1 st	Ranked by number of issues
1 st	Ranked by par amount
Tax Increment Bonds	
1 st	Ranked by number of issues
1 st	Ranked by par amount
Development District Bonds	
1 st	Ranked by number of issues
1 st	Ranked by par amount
Issues Below \$25M	
1 st	Ranked by number of issues
1 st	Ranked by par amount
Taxable New Issues	
1 st	Ranked by number of issues
8 th	Ranked by par amount
Bank Qualified Bonds	
2 nd	Ranked by number of issues
1 st	Ranked by par amount

Stifel has long demonstrated a commitment to the State of Georgia

- In Atlanta, Stifel maintains offices for capital markets (investment banking and public finance), wealth management, institutional sales and research groups.
- Stifel’s public finance practice assists Georgia’s school districts, counties, cities, water and sewerage utilities, hospitals, among other issuers, in the following ways:
 - Advance fund SPLOST with short-term bonds
 - Issue long-term general obligation bonds
 - Issue revenue bonds (water/sewer and economic dev.)
 - Issue tax-anticipation notes
 - Issue private placement loans (bank or otherwise)
- Our “Georgia Team” includes bankers with the designations and degrees of MBA, MPA, CFA, CPA and JD. In addition, one member is a former rating analyst with one of the major rating agencies.
- Our Georgia Team has underwritten:
 - Over \$2.9 billion Georgia SPLOST financings
 - Over \$770 million of Georgia housing transactions
 - Over \$1 billion Board of Regents transactions



Georgia Lead Managed Financings
2012-2018 Negotiated Issues (Ranked by # of Issues)

Rank	Firm	# of Issues	Par Amount (US\$ mil)
1	Stifel	206	3,682.40
2	Raymond James	198	4,198.70
3	Citi	82	5,794.70
4	Bank of America	60	5,512.30
5	Wells Fargo & Co	50	2,081.10
6	Robert W Baird	28	602.40
7	Lawson Financial Corp	18	60.70
8	Stephens Inc	15	253.10
9	J P Morgan	14	1,183.40
10	Barclays	11	874.40

Source: Thomson Reuters

Disclosures

The logo for Stifel, consisting of the word "STIFEL" in a bold, white, serif font, set against a dark blue background.

Stifel, Nicolaus & Company, Incorporated ("Stifel") has prepared the attached materials. Such material consists of factual or general information (as defined in the SEC's Municipal Advisor Rule with current effective date of implementation of July 1, 2014). Stifel is not hereby providing a municipal entity or obligated person with any advice or making any recommendation as to action concerning the structure, timing or terms of any issuance of municipal securities or municipal financial products. To the extent that Stifel provides any alternatives, options, calculations or examples in the attached information, such information is not intended to express any view that the borrower could achieve particular results in any municipal securities transaction, and those alternatives, options, calculations or examples do not constitute a recommendation that any municipal issuer or obligated person should effect any municipal securities transaction. Stifel is not acting as your municipal advisor and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to the municipal entity or obligated party with respect to the information and materials contained in this communication.

Stifel is providing information and is declaring to the proposed municipal issuer and any obligated person that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities. The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm's-length commercial transaction. Serving in the role of underwriter, Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

These materials have been prepared by Stifel for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only. All terms and conditions are subject to further discussion and negotiation. Stifel does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. These materials do not constitute an offer or solicitation to sell or purchase any securities and are not a commitment by Stifel to provide or arrange any financing for any transaction or to purchase any security in connection therewith and may not relied upon as an indication that such an offer will be provided in the future. Where indicated, this presentation may contain information derived from sources other than Stifel. While we believe such information to be accurate and complete, Stifel does not guarantee the accuracy of this information. This material is based on information currently available to Stifel or its sources and is subject to change without notice. Stifel does not provide accounting, tax or legal advice; however, you should be aware that any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and /or counsel as you deem appropriate.



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 11

SUBJECT: CU-C9-00287 AMP Conditional Use Permit Request

DATE(s): 09 /09 /2019 CITY COUNCIL MEETING 1

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST: **PUBLIC HEARING**

CU-C9-00287: Jeremy Porter, with Atlanta Motorsports Park LLC, has requested a Conditional Use Permit to construct garage condos in a CIR (Restricted Industrial) zoning district for TMP 070 049 001 located at 20 Duck Thurmond Road. Hearing Date: Planning Commission - June 10, 2019 and City Council-July 8, 2019

HISTORY/ FACTS / ISSUES

AMP is requesting a conditional use permit in order to construct garage condos on the property. Planning Commission heard the request on June 10, 2019 and approved it with the following stipulations:

- Please see the Planning Commission Action Summary

APPLICANT REQUESTED A POSTPONEMENT UNTIL SEPTEMBER 9, 2019

OPTIONS:

Approve/Deny/Postpone

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

REQUESTED BY: Robbie Irvin



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

SUBJECT: CU-C9-00287 Conditional Use Permit/ Atlanta Motorsports Park

LOCATION: 20 Duck Thurmond Rd

HEARD BY PLANNING COMMISSION ON: 06 / 10 / 2019

TO BE HEARD BY CITY COUNCIL ON:

DATE(s): 07 / 08 / 2019 WORK SESSION 9 / 9 / 2019 CITY COUNCIL MEETING

ADDITIONAL HISTORY/ FACTS/ ISSUES DISCOVERED AT PLANING COMMISSION:

None

ACTION TAKEN : Approved by PC with stipulations

REASON FOR DENIAL:

STIPULATIONS:

OR SEE MINUTES

1. Applicant shall meet the following requirements and any future requirements of the Dawson County Fire Marshal's Office which include the following:
 - a. 2012 IFC, Sect. 507, requirement for an approved water supply capable of supplying the required fire flow
 - b. Fire hydrant locations
 - c. Potential need for fire sprinklers based on construction type, occupancy use, and area/height
 - d. 2012 IFC, Sect. 503, required fire apparatus access roads to and around buildings
 - e. Potential need for additional entrance(s) to park
 - f. Additional details regarding proposed fuel stations
details regarding proposed fuel stations
2. Applicant shall install a vegetative buffer of evergreens no smaller than 6 feet in height along the fence adjacent to the proposed parking lot as an additional noise buffer.
3. All other areas where screening and buffers are insufficient due to lack of materials, vegetation or maintenance as determined by the City of Dawsonville shall have additional materials or vegetation installed or maintenance performed to meet all required noise buffer standards as set forth in the original site approval ZA-11-08-1763 dated April 13, 2009.
4. Applicant shall provide a list of all businesses operating within the facility at the time of approval of this request and annually at the time of renewal of the Atlanta Motorsports Park business license.
5. All previous stipulations as approved in ZA-11-08-1763 dated April 13, 2009 shall remain intact and in full force.

PLANNING DIRECTOR: [Signature] DATE: 6-11-19

PC CHAIR OR DESIGNEE: [Signature] DATE: 6-11-19



April 29, 2019

To: Mr. Troy Lindsey, Chair
& City of Dawsonville Planning Commission

Re: Staff Recommendation; CU-C9000287 & ZA-C9-00287

Mr. Lindsey and Commission,

Mr. Jeremy Porter with Atlanta Motorsports Park has requested a Conditional Use Permit to construct garage condos in a CIR (Restricted Industrial) zoning district for TMP 070 049 001 located at 20 Duck Thurmond Rd. Mr. Porter has also requested a site plan update for the Atlanta Motorsports Park site to include the aforementioned garage condos as well as a parking area for the DriveStrong Teen Driving School.

Current conditions are as follows:

Said property currently operates as a private motorsports club and includes a racing track, automobile garages, a trackside business center, driving school and go-cart racing facilities.

Current garages do not provide living quarters for members.

The proposed garage condos would provide for the occasional overnight stay and daytime habitation of members.

The property is zoned CIR (Restricted Industrial) which requires approval for site plan changes.

The property use is consistent with the City of Dawsonville Comprehensive Plan.

This office recommends approval with the following stipulations:

1. Applicant shall meet the following requirements and any future requirements of the Dawson County Fire Marshal's Office which include the following:
 - a. 2012 IFC, Sect. 507, requirement for an approved water supply capable of supplying the required fire flow
 - b. Fire hydrant locations
 - c. Potential need for fire sprinklers based on construction type, occupancy use, and area/height
 - d. 2012 IFC, Sect. 503, required fire apparatus access roads to and around buildings
 - e. Potential need for additional entrance(s) to park
 - f. Additional details regarding proposed fuel stations

2. Applicant shall install a vegetative buffer of evergreens no smaller than 6 feet in height along the fence adjacent to the proposed parking lot as an additional noise buffer.
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4. Applicant shall provide a list of all businesses operating within the facility at the time of approval of this request and annually at the time of renewal of the Atlanta Motorsports Park business license.
5. All previous stipulations as approved in ZA-11-08-1763 dated April 13, 2009 shall remain intact and in full force.

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

Sincerely,



R.J. Irvin

Planning Director, City of Dawsonville



Dawson County Emergency Services

Danny Thompson, EMA Director/Fire Chief
Danny Speaks, Div Chief Operations & Training
Jeff Bailey, Div Chief Fire Marshal
Robby Lee, Div Chief Administration/BMS

393 Memory Lane
Dawsonville, Georgia 30534
(706) 344-3666 Office
(706) 344-3669 Fax

Date: June 3, 2019

To: Robby Irvin
Subj: AMP

Robbie,

I've only recently looked at the drawing provided to me (sheet C201/master site plan) showing proposed construction at Atlanta Motorsports Park. At this point, and with the limited details available to me, I am only able to offer minimal comment on the proposed expansion. I will attempt to list several areas of concern that will need to be addressed before I would be able to sign off.

- 1) 2012 IFC, Sect. 507, requirement for an approved water supply capable of supplying the required fire flow
- 2) Fire hydrant locations
- 3) Potential need for fire sprinklers based on construction type, occupancy use, and area/height
- 4) 2012 IFC, Sect. 503, required fire apparatus access roads to and around buildings
- 5) Potential need for additional entrance(s) to park
- 6) Additional details regarding proposed fuel stations

These are just a few of the items I would need more clarification and details on before I would be in a position to sign off on the plans.

Sincerely,

Jeff Bailey
Div. Chief/Fire Marshal
Dawson County Emergency Services

Mission Statement

Dawson County Emergency Services is committed to the preservation of life and protection of property of the citizens of Dawson County



Planning Commission:
Claire Sharp, Chairperson
B. J. Farley, Vice Chairperson
Jimmy Castleberry
Ken Breeden
Pam Bragg

P.O. Box 6
415 Highway 53 East, Suite 100
Dawsonville, GA 30534
Office (706)265-3256 Fax (706)265-4214
www.dawsonville.com

Steve Holder
Planning Director
Bonnie Warne
Zoning Administrator

April 13, 2009

The staff recommends the following stipulations if the requested rezoning of CIR for the project is approved:

1. Private driving instruction and exhibition facility shall mean a facility containing a paved roadway two or more miles in length (the "driving course") the use of which is limited to:
 - (a) Providing instruction and training in safe driving skills, adverse weather driving techniques, or high performance/competition driving;
 - (b) The exhibition, maintenance, and operation of vintage or specialty motor vehicles;
 - (c) Similar non-spectator activities which are recreational or educational in nature.
 - (d) A private driving instruction and exhibition facility.
 - (e) Accessory clubhouse, rental garages, retail and permitted commercial or industrial uses serving the primary driving course operations. Other than set forth above, no other CIR uses shall be allowed as a principal use.
2. The Applicant/Owner, their successors and assigns by application for and acceptance of this rezoning shall have conclusively deemed to have agreed to indemnify the City and its agents and representatives from all liability including personal injuries and property damage coming out of the existence, use, ownership or operation of the Motorsport Park.
3. When the driving course contained within a Non-Spectator facility is not in use, it shall be secured in such a manner as to prevent its unauthorized use.
4. No PA system shall be installed or operated on the site.

5. Driving course will be contained within a Non-Spectator facility. The course shall be enclosed by a fence of a height and construction sufficient to preclude wildlife and unauthorized persons from gaining access to the driving course
6. At all times during which a driving course is in use, the Operator shall have, at his/her expense, on-site, a fully equipped EMT and ambulance. The EMT's shall be licensed under the laws of the State of Georgia.
7. Use of the driving course and related facilities shall be limited to its owners, operators, their agents, affiliates, employees, members, family, guests, students and instructors of the driving school and city, county or state officials, including but not limited to law enforcement personnel using the premises for training, instruction or other official business.
8. Rental garages, Club House, retail buildings and any other permitted commercial/industrial buildings shall be placed strategically to reduce sound levels. The location of the buildings shall be approved by the City Planning Director.
9. There shall be a fifty (50) foot or greater undisturbed buffer along all streams.
10. Where the property runs along Duck Thurman road, buildings shall be placed to reduce the sound levels and keep as much vegetative buffer as possible. Dirt berms shall be constructed where necessary to reduce sound levels closer to the driving course side, to a height, width and vegetative cover specified by the Owner's sound engineer to meet the requirements set forth in Condition 18 and shall be increased or modified after the sound study is completed as required in Condition 19 to maintain or achieve the sound limitation requirements of Condition 18. The berms will be designed to include hay bales and located on the property to achieve the required noise limits as depicted in Exhibit A.
11. There shall be a buffer of between one hundred (100) feet and two hundred (200) feet to reduce sound levels as designed by Owner's sound engineer to meet the requirements of Condition 18. The buffer shall be around the perimeter of the property and shall be undisturbed except to permit an entrance road to subject property, the construction of the berms and other sound mitigation measures and/or the installation of any utilities. This buffer shall be planted in any area that is not visually impervious to a level approved by the City Planning Director in order to prevent any soil erosion.
12. Exterior lighting fixtures shall be of the box type and situated so that light only goes downward and shall not be more than twenty-five feet high and shall be designed so as to minimize glare and light spillage to not more than one (1) foot candle along the interior buffer line of the subject property.
13. There will be no grandstand or similar facility for spectator viewing constructed on the property.
14. There will be no billboards or signs on poles. All signs will meet current regulations.
15. Hours of operation are limited to 7:00 a.m. to 6:00 p.m. from November 1 to March 31. From April 1 to October 31, the hours are limited to 7:00 a.m. (or one (1) hour after

sunrise, whichever is earlier) to 8:00 p.m. (or one (1) hour after sunset, whichever is earlier). No on track activity before 8 am.

16. No type of vehicle other than maintenance vehicles may run on the track or rev their engines before or after the hours listed above.
17. Facility to be restricted to site plan as submitted as to the use of the property, the type of structures allowed and the general placement of the structures as the same may be revised by Owner's sound engineer to meet the sound requirements of Condition 18. Any major adjustments, changes or additions must be approved by Planning Commission. Any minor adjustment must be approved by the Planning Director. The decision of what is major or minor is to be made in the discretion of the Planning Director.
18. Sound monitoring meters shall be installed in four or more locations around the perimeter of the property at the property line on the outside edge of the buffer at locations as shown on Exhibit A. In addition, the Owner shall install one or more sound meters 50 feet from the outside track pavement edge to monitor track sound levels such that they remain below 98 Dba LEQ at all times. Only Low Noise Go-Karts may be operated on the track and their noise level may not exceed 92 Dba LEQ. The Owner, its successors and assigns shall operate the sound monitoring meters at all times that the track is operating. As a condition of continued operation pursuant to their business license, sound levels at the four or more locations outside the berms as depicted on Exhibit A shall not exceed 60 Dba LEQ(16) on average during hours of operation with no readings over 63 Dba LEQ(16). Method of measurement: Measurements shall be made with a calibrated sound level meter in good operating condition, meeting the requirements of a Type I or Type II meter, as specified in ANSI Standards, section 1.4 - 1971. For purposes of this section, a sound level meter shall contain at least an "A" weighting network, and both fast and slow response capability. Failure to comply with this condition shall result in a citation for each offense and upon conviction a fine as set by the City Judge of up to \$1,000 per violation. Upon three or more convictions for failure to comply with this condition during any calendar year, the Mayor and Council may revoke the business license and the ability of Owner, its successors and assigns to operate the facility as a motorsports park complex.
19. Prior to issuing a Certificate of Occupancy or a Business License, The Planning Department shall receive an updated noise study with typical noise generating vehicles to verify sound level limitations are met. If limitations are exceeded, further mitigating devices are to be installed until corrected and the sound levels set forth in Condition 18 are met.
20. All infrastructures shall be designed and installed as required by the Development regulations in force at the time the Owner seeks permits for development.
21. Drive way permits shall be obtained from Dawson County prior to Dawsonville Issuing a Land Disturbance permit. Applicant shall construct at its expense all accel/decel lanes or other road improvements required for the development by Dawson County.
22. Development of the driving course and at least one accessory building in accordance with this rezoning and the submitted site plan must begin within eighteen (18) months

and be completed within forty-eight (48) months of the approval by the Mayor and Council. In the event either deadline is not met due to failure of Applicant/Owner to develop the property in accord with these conditions, the zoning will revert to R-1 and all improvements must be in accordance with R-1 allowed uses. Any partial development that has been completed in accordance with these conditions shall be a legal non-conformity and shall not be expanded without review and approval of City Council in accordance with the zoning ordinance. In the event either deadline is not met due to an act of God, actions of third parties not affiliated in any way with Applicant/Owner or other significant reason not caused by the action or inaction of Applicant/Owner, then the Planning Director may, in his discretion, grant upon proper application an extension of either deadline of up to three (3) months and the Mayor and Council may, in their discretion, grant a second extension of either deadline of up to six (6) months following the extension granted by the Planning Director. By acceptance of the rezoning to CIR with all of the above conditions, Applicant and its successors and assigns agree that they will have no claim of vested rights violated if they do not meet these deadlines and the property's zoning reverts to R-1.

Letter of Intent – Atlanta Motorsports Park

This outlines the application for a conditional use permit for Not for Profit 5013c Teen Driving School parking lot on Duck Thurmond Road and member garages for sale. The two requests are outlined below.

1. **Not for Profit 5013c DriveStrong Teen Driving School Parking Lot.** DriveStrong saves teen lives by providing new drivers and parents with the lifelong skills to become safer, more proficient drivers through advanced training in real world scenarios. Currently, the program is sold out for more than six months in advance due to the limited parking lot space to operate the program.

The creation of parking lot space will allow the school to expand and continue its vital mission in the Atlanta and Southeast region. Profits from DriveStrong will be donated to fund scholarships in Dawsonville and the surrounding areas to allow disadvantaged and at-risk teenagers to take part in the program.

Uses:

- Driving exercises such as showing the difference between texting and driving and driving normally.
- Accident avoidance: Learning vehicle dynamics help drivers safely maintain control of their car at all times.
- Maneuvering vehicles through a series of courses simulating real-life road conditions, students learn what best to do in the event of an unexpected hazard.
- AMP driving instructors teach students to focus on where the vehicle needs to be rather than on the object they are trying to avoid.

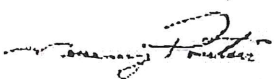
2. **Member Garage Condos for Sale.** Garages will be made available to purchase by AMP members in good standing. These garages will be similar to existing garages that are currently available at AMP for lease. However; they are for sale and allow an occasional overnight stay and NOT primary residents. Lastly, these are for members so traffic will be the same or slightly different than current low traffic.

What they are NOT:

- They are not sold to anyone but members. No membership/no ownership.
- They will not increase traffic to the venue since they will only be sold to members.
- They are not primary places to live/sleep and restrictions will be outlined in the HOA/Sale Agreement.

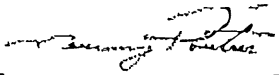
What they ARE:

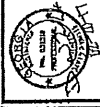
- Significant improvement of sound mitigation, thin pine trees are in their current location.
- Great tax impact for the city and county due to the occupants not using the Dawson infrastructure, such as schools, etc.
- May be used for occasional overnight stay.
- Current members, who rent a garage at AMP, will purchase one of these garages and move their cars/bikes to the new privately owned garage.

Signed:  Date: 5-16-19
By: Jeremy Porter, AMP LLC Manager, LLC

Letter of Intent – Atlanta Motorsports Park

- Positive impact for Dawson home/commercial values.

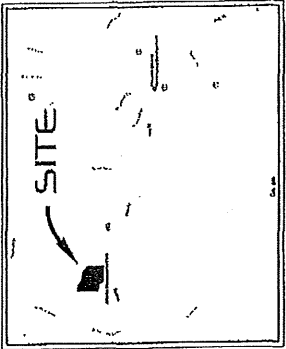
Signed:  Date: 5-16-19
By: Jeremy Porter, AMP LLC Manager, LLC



CIVILICISTIX
 1105 Lightower Trail, Norcross, GA 30092
 (404) 924-4403 - ciro@civilicistix.com

MASTER SITE PLAN
 FOR Atlanta Motorsports Park
 20 Duck Thurmond Road
 Dawsonville, Georgia 30534

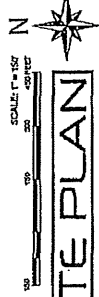
C201
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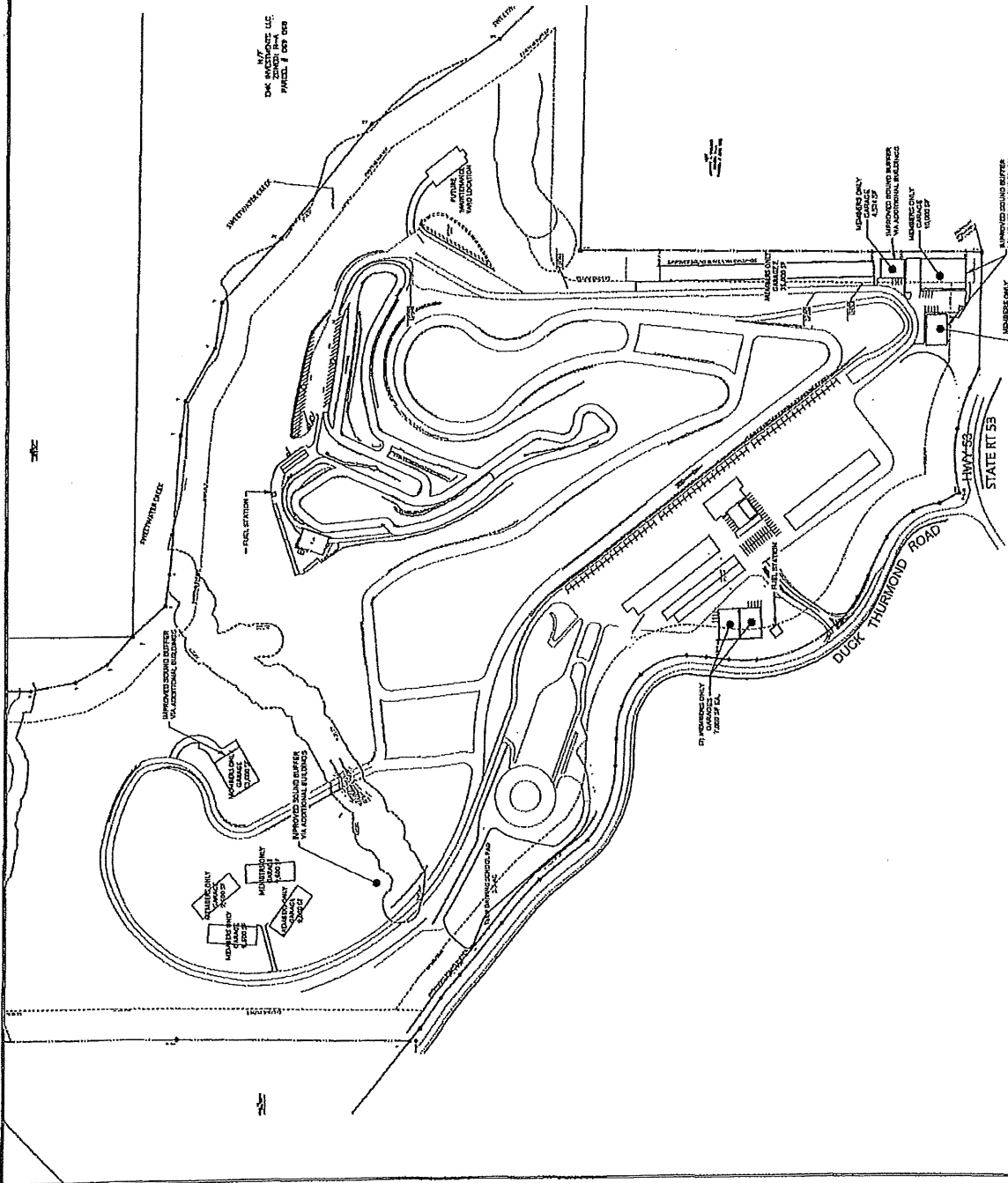
VICINITY MAP

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DAWSONVILLE, GEORGIA, ZONING ORDINANCE, AS WELL AS ALL LOCAL, STATE AND FEDERAL REGULATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF DAWSONVILLE, GEORGIA, AND THE STATE OF GEORGIA.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF DAWSONVILLE, GEORGIA, AND THE STATE OF GEORGIA.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF DAWSONVILLE, GEORGIA, AND THE STATE OF GEORGIA.
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9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF DAWSONVILLE, GEORGIA, AND THE STATE OF GEORGIA.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF DAWSONVILLE, GEORGIA, AND THE STATE OF GEORGIA.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF DAWSONVILLE, GEORGIA, AND THE STATE OF GEORGIA.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF DAWSONVILLE, GEORGIA, AND THE STATE OF GEORGIA.
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15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF DAWSONVILLE, GEORGIA, AND THE STATE OF GEORGIA.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF DAWSONVILLE, GEORGIA, AND THE STATE OF GEORGIA.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF DAWSONVILLE, GEORGIA, AND THE STATE OF GEORGIA.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF DAWSONVILLE, GEORGIA, AND THE STATE OF GEORGIA.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF DAWSONVILLE, GEORGIA, AND THE STATE OF GEORGIA.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF DAWSONVILLE, GEORGIA, AND THE STATE OF GEORGIA.



MASTER SITE PLAN



DATE: 11/11/19
 DRAWN BY: [Name]
 CHECKED BY: [Name]



City of Dawsonville

P.O. Box 6
415 Highway 53 East, Suite 100
Dawsonville, GA 30534
Phone: (706) 265-3256

Conditional Use Application

CU- C9-00287

CIR (Restricted Industrial)

Application for: [] Conditional use in [] Zoning District per the City of Dawsonville Land Use and Zoning Ordinance (as amended)

Applicant Name: Jeremy Porter Its LLC Manager Company: Atlanta Motorsports Park, LLC
Address: 20 Duck Thornmond Rd. City: Dawsonville Zip: 30534
Phone: 678-381-8527 Cell Phone: 404-933-3436 Fax #: NA

Owner Name(s): Jeremy Porter Its LLC Manager
Address: 2935 Gomerway Ct City: Cumming Zip: 30041
Phone: X Cell Phone: 404-933-3436 Fax #: NA

Exact Location and Description of Subject Property:

Address: 20 Duck Thornmond Rd Lot # N/A
Present Zoning: CIR (Restricted Industrial) Parcel # 079 001 Tax Map # 070
Present and/or Proposed Use of Property:

Requirements:

- [x] A completed signed application by applicant and property owner.
[x] A detailed Letter of Intent of your request for a conditional use of the zoning district.

Signature of Applicant

Signature of Owner

Sworn to and subscribed before me
this 14th day of May 2019.

Notary Public, State of Georgia

My Commission Expires: 1-7-2022



Meeting Dates: Advertised 5/22/19 Planning Commission Mtg 6/10/19 City Council Mtg 7/8/19



City of Dawsonville
 P.O. Box 6
 415 Highway 53 East, Suite 100
 Dawsonville, GA 30534
 Phone: (706) 265-3256

**Property Owner
 Authorization**

CU# _____ TMP# 070 049 001 Applicant's Name: Jeremy Porter / AMO

Property Owner Authorization

I / We Jeremy Porter hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) 20 Duck Thurmond Rd Dawsonville 30534 as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by this request.

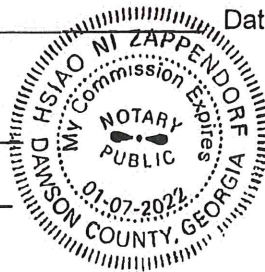
I hereby authorize the person(s) or entity(ies) named below to act as the applicant or agent in pursuit of the conditional use requested on this property. I understand that any conditional use granted, and/or conditions or stipulations placed on the property will be binding upon the property regardless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

Printed Name of Applicant or Agent Jeremy Porter Its LLC Manager
 Signature of Applicant or Agent [Signature] Date _____
 Mailing Address 2935 Gonic Street
 City Cumming State GA Zip 30041
 Telephone Number 404-933-3436

Printed Name of Owner(s) Jeremy Porter Its LLC Manager
 Signature of Owner(s) [Signature] Date _____
 _____ Date _____

Sworn to and subscribed before me
 this 14th day of May 2019

 Notary Public, State of Georg
 My Commission Expires: 1-7-2022



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
 415 Highway 53 East, Suite 100
 Dawsonville, GA 30534

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

INVOICE #
19-00750

INVOICE DATE: 05/16/19
 DUE DATE: 06/15/19

ACCOUNT ID: P-000071 PIN: 9473
ATLANTA MOTORSPORTS PARK 20 DUCK THURMOND ROAD DAWSONVILLE GA, 30534 USA

PERMIT INFORMATION
 PERMIT NO: C9-00287
 LOCATION: 20 DUCK THURMOND ROAD-TSBC
 OWNER: ATLANTA MOTORSPORTS PARK

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		Permit No: C9-00287		
1.0000/ACR	P-180	CONDITIONAL USE PERMIT Permit No: C9-00287	300.00000	300.00
1.0000/ACR	P-181	CHANGE IN ZONING CONDITIONS Permit No: C9-00287	500.00000	500.00
12.0000/EA	P-0155	CERTIFIED MAIL FEE Permit No: C9-00287	6.60000	79.20
		TOTAL DUE:		\$ 879.20
		Prn Payment: 05/16/19 CK 001132		-579.20
		Prn Payment: 05/17/19 CK 001134		-300.00
		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 #: 19-00750
 DESCRIPTION: Permit No: C9-00287
 ACCOUNT ID: P-000071 PIN: 9473
 DUE DATE: 06/15/19
 TOTAL DUE: \$ 0.00

ATLANTA MOTORSPORTS PARK
 20 DUCK THURMOND ROAD
 DAWSONVILLE GA, 30534
 USA





DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 12

SUBJECT: ZA-C9-00287 AMP Site Plan Amendment

DATE(s): 09/09/2019 CITY COUNCIL MEETING 1

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST: **PUBLIC HEARING**

CU-C9-00287: Jeremy Porter, with Atlanta Motorsports Park LLC, has requested a site plan update for TMP 070 049 001 located at 20 Duck Thurmond Road. Hearing Date: Planning Commission - June 10, 2019 and City Council-July 8, 2019

HISTORY/ FACTS / ISSUES

AMP is requesting a conditional use permit in order to install a teen driving center parking lot and to construct garage condos on the property. Planning Commission heard the request on June 10, 2019 and did not include stipulations:

- Please see the Planning Commission Action Summary

APPLICANT HAS REQUESTED POSTPONEMENT UNTIL SEPTEMBER 9, 2019

OPTIONS:

Approve/Deny/Postpone

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

REQUESTED BY: Robbie Irvin



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

SUBJECT: ZA-9-00287 Site Plan Modification/ Atlanta Motorsports Park

LOCATION: 20 Duck Thurmond Rd

HEARD BY PLANNING COMMISSION ON: 06 / 10 / 2019

TO BE HEARD BY CITY COUNCIL ON:

DATE(s): 07 / 08 / 2019 WORK SESSION _____ / _____ / _____ CITY COUNCIL MEETING

ADDITIONAL HISTORY/ FACTS/ ISSUES DISCOVERED AT PLANING COMMISSION:

None

ACTION TAKEN: Approved by PC

REASON FOR DENIAL:

STIPULATIONS:

OR SEE MINUTES

PLANNING DIRECTOR:

DATE:

6-11-19

PC CHAIR OR DESIGNEE:

DATE:

6-11-19



City of Dawsonville
 P.O. Box 6
 415 Highway 53 East, Suite 100
 Dawsonville, GA 30534
 Phone: (706) 265-3256

**Zoning Amendment
 Application**

Request # ZA-09-00287 Date: 5-20-19
 Applicant Name(s): Atlanta Motorsports Park LLC Jeremy Porter LLC Manager
 Address: 20 Duck Thorn Road City: Dawsonville State: GA Zip: 30534
 Phone: 678-381-8527 Cell Phone: 404-933-3436
 E-Mail: Jeremy@AtlantaMotorsportsPark.com
 Property Address: 20 Duck Thorn Road
 Tax Map # 070 Parcel # 009001 Current Zoning**#: R1R
 Land Lot(s): N/A District: _____ Section: _____
 Subdivision Name: NA Lot # _____
 Acres: 1.53 Current Use of Property: CIA
 Has a past Request of Rezone of this property been made before? NO If yes, provide ZA # N/A

The applicant request:

Site Plan Change Rezoning-to-zoning-category: _____ Special Use permit for: Teen Parking Lot + Garage
in some

Proposed use of property if rezoned: N/A
 If Residential: # of lots proposed NA Minimum lot size proposed NA (Include Concept Plan) buffer

Is an Amenity area proposed _____, if yes, what _____

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: Duck Thorn Road Type of Surface: Asphalt

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

Signature of Applicant [Signature] Date 5-20-19

Office Use Only:

Date Completed Application Rec'd 5/20/19 Amount Paid \$ 500 Check # _____ /Cash

Date of Planning Commission Meeting: 6/10/19 Dates Advertised: 5/22/19

Date of City Council Meeting: 7/18/19 Dates Advertised: 5/29/19

Postponed: YES NO Date: _____ Rescheduled for next Meeting: _____

Approved by Planning Commission: YES NO Approved by City Council: YES NO

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

Property Owner Authorization

I / We Jeremy Porter / Atlanta Motorsports Park, LLC hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) 20 Duck Thurmond Road, Dawsonville, GA 30534 as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by this request.

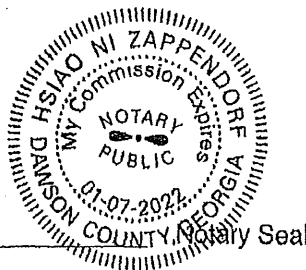
I hereby authorize the person(s) or entity(ies) named below to act as the applicant or agent in pursuit of the rezoning requested on this property. I understand that any rezone granted, and/or conditions or stipulations placed on the property will be binding upon the property regardless of ownership. 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 Jeremy Porter IFC LLC Manager
Signature of Applicant or Agent [Signature] Date 5-20-19
Mailing Address 2935 Goodspeed Ct
City Cumming State GA Zip 30041
Telephone Number 404-933-2436

Printed Name of Owner(s) Jeremy Porter IFC LLC Manager 5-20-19
Signature of Owner(s) _____ Date _____
_____ Date _____

Sworn to and subscribed before me
this 20th day of May 2019.

Notary Public, State of Georgia
My Commission Expires: 1-7-2022



(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
 P.O. Box 6
 415 Highway 53 East, Suite 100
 Dawsonville, GA 30534
 Phone: (706) 265-3256

**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:

_____ *N/A*

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: _____

[Signature]

 Signature of Applicant / Representative of Applicant

5-20-19

 Date

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

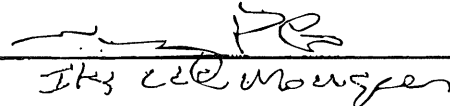
	<p align="center">City of Dawsonville P.O. Box 6 415 Highway 53 East, Suite 100 Dawsonville, GA 30534 Phone: (706) 265-3256</p>	<p align="center">Zoning Amendment Notice of R-A Adjacency</p>
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Notice of Residential-Agricultural District (R-A) Adjacency

Agricultural districts include uses of land primarily for active farming activities and result in odors, noise, dust and other effects, which may not be compatible with adjacent development. Future abutting developers in non R-A land use districts shall be provided with this "Notice of R-A Adjacency" prior to administrative action on either the land use district or the issuance of a building or occupancy permit.

Prior to administrative action the applicant shall be required to sign this waiver which indicates that applicant understands that a use is ongoing adjacent to his use which will produce odors, noise, dust and other effects which may not be compatible with the applicant's development. Nevertheless, understanding the effects of the adjacent R-A use, the applicant agrees by executing this form to waive any objection to those effects and understands that his district change and / or his permits are issued and processed in reliance on his agreement not to bring any action asserting that the adjacent uses in the R-A district constitute a nuisance against local governments and adjoining landowners whose property is located in an R-A district.

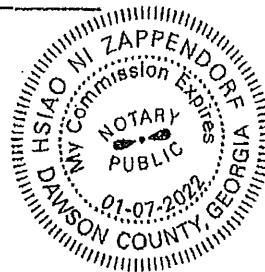
This notice and acknowledgement shall be public record.

Applicant Signature  Date 5-20-19

Application Number: _____

Sworn to and subscribed before me
this 20th day of May 2019.


Notary Public, State of Georgia



My Commission Expires: 1-7-2022 Notary Seal



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 13

SUBJECT: ZA-C2000006 Hockenhull Building

DATE(s): 09/09/2019 CITY COUNCIL MEETING 1

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST: **TO REQUEST APPROVAL**

ZA-C2000006: The City of Dawsonville is requesting a zoning amendment correction from INST (Institutional District) to TB (Town Business District) for TMP 001 010 located at 86 Hwy. 53 West.

HISTORY/ FACTS / ISSUES

City initiated zoning correction. Property originally zoned INST due to housing of Dawson County Government offices. No government offices currently operate from this property. Current use is business in nature.

PUBLIC HEARING AND PRESENTED TO COUNCIL ON 08/19/2019

OPTIONS:

Approve or Deny

RECOMMENDED SAMPLE MOTION:

Recommend approval of zoning amendment ZA-C2000006.

DEPARTMENT: Planning and Zoning

REQUESTED BY: R. Irvin



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

SUBJECT: ZA-C2000006 Hockenhull Building

LOCATION: 86 Hwy 53 W.

HEARD BY PLANNING COMMISSION ON: 08 / 12 / 2019

TO BE HEARD BY CITY COUNCIL ON:

DATE(s): 08 / 19 / 2019 WORK SESSION _____ / _____ / _____ CITY COUNCIL MEETING

ADDITIONAL HISTORY/ FACTS/ ISSUES DISCOVERED AT PLANING COMMISSION:

ZA-C2000006: The City of Dawsonville is requesting a zoning amendment correction from INST (Institutional District) to TB (Town Business District) for TMP 001 010 located at 86 Hwy. 53 West.

City initiated zoning correction. Property originally zoned INST due to housing of Dawson County Government offices. No government offices currently operate from this property. Current use is business in nature.

ACTION TAKEN: APPROVE DENY

REASON FOR DENIAL:

STIPULATIONS:

OR SEE MINUTES

PLANNING DIRECTOR: _____

DATE: 8-14-19

PC CHAIR OR DESIGNEE: _____

DATE: 8-14-19



August 7, 2019

To: Mr. Troy Lindsey, Chair
& City of Dawsonville Planning Commission

Re: Staff Recommendation; ZA-C2000006

Mr. Lindsey and Commission,

The City of Dawsonville is requesting a zoning amendment correction from INST (Institutional District) to TB (Town Business District) for TMP D01 010 located at 86 Hwy. 53 West.

Current conditions are as follows:

Said property is currently zoned INST (Institutional District) as the building was originally used for county government offices.

The zoning change requested would convert the property to TB (Town Business District).

This zoning change would bring the property in line with its current use which is primarily office/small business.

This office recommends approval.

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

Sincerely,

R.J. Irvin
Planning Director, City of Dawsonville



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

Zoning Amendment Application

Request # ZA- C2000006 Condition/Stipulation Change Correction

Original ZA # _____

Applicant Name(s): City of Dawsonville

Address: 415 Hwy 53 East City: _____ Zip: _____

Phone: _____ Cell Phone: _____

Signature(s) [Signature] Date 07-18-19

Property Address: 86 Hwy 53 West

Directions to Property from City Hall: _____

Tax Map # D01 010 Parcel # _____ Current Zoning**: Inst.

Land Lot(s): 440 District: 4th Section: 1st

Subdivision Name: N/A City Lot # 20, 21, 22

Acres: - 1 Current Use of Property: Offices / Businesses

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

The applicant request: Correction - City Initiated

Rezoning to zoning category: TB Special Use permit for: _____

Proposed use of property if rezoned is: Same

If Residential: # of lots proposed N/A Minimum lot size proposed _____ (Include Conceptual Plan)

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

If Commercial: Total Building area proposed N/A (Include Conceptual Plan)

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

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

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

Road name: _____ Type of Surface: _____

- ◆ 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.

[Signature] 7-18-19
 Signature of Applicant Date

Office Use Only:

Date Completed Application Rec'd 7/10/19 Amount Paid \$ N/A ^{City Initiated} Check # _____ /Cash

Date of Planning Commission Meeting: 8/12/19 Dates Advertised: 7/24/19 (19 days)

Date of City Council Meeting: 8/19/19 Dates Advertised: 7/24/19 (26 days)

Postponed: YES NO Date: _____ Rescheduled for next Meeting: _____

Approved by Planning Commission: (YES) NO Approved by City Council: YES NO

	<p align="center">City of Dawsonville 415 Highway 53 East, Suite 100 Dawsonville, GA 30534 Phone: (706) 265-3256</p>	<p align="center">Zoning Amendment Authorization</p>
---	--	--

Property Owner Authorization

I / We Sidney A. Manning hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) DOI 010, 86 Hwy 53 West 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 City of Dawsonville
 Signature of Applicant or Agent [Signature] Date 7-18-19
 Mailing Address 415 Hwy 53 East
 City Dawsonville State GA Zip 30534
 Telephone Number _____

Printed Name of Owner(s) Sidney A. Manning
 Signature of Owner(s) [Signature] Date 7/10/19
 Date _____

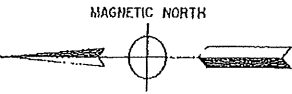
Sworn to and subscribed before me
 this 10 day of July 2019.
Nalita Y. Copeland
 Notary Public, State of Georgia
 My Commission Expires: May 15, 2023



Nalita Y. Copeland
 NOTARY PUBLIC
 Dawson County, Georgia
 My Commission Expires
 May 15, 2023

Notary Seal

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



GEORGIA, DAWSON COUNTY
 CLERK'S OFFICE, SUPERIOR COURT
 PUBLIC RECORDS
 AT 3:50 P.M. 10/22/96
 Recorded in Plat Book 99 Page 7
 This 27th day of October 1996
[Signature] CLERK

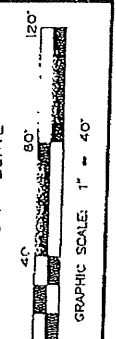
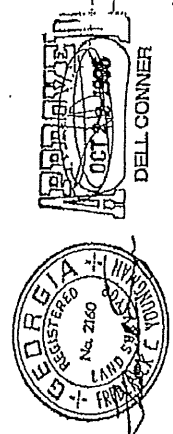
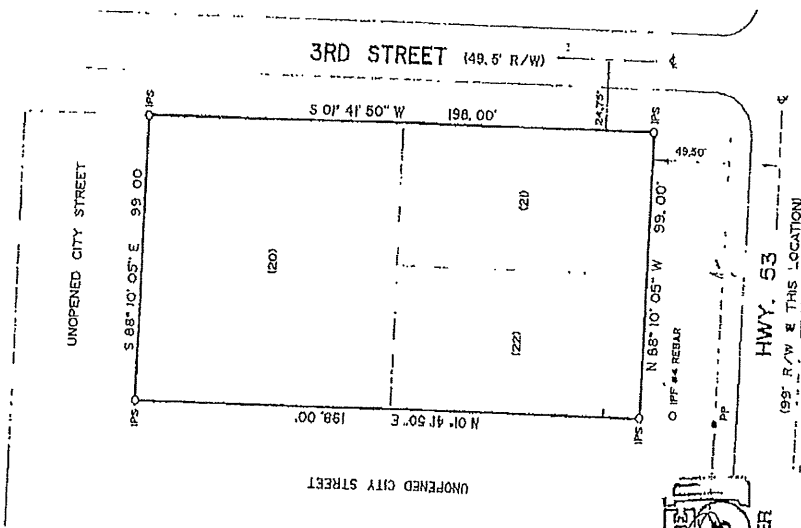
TOTAL AREA = 0.450 ACRES

- LEGEND**
- IPS IRON PIN SET
 - PP POWER POLE
 - R/W RIGHT OF WAY
 - O- WATER LINE
 - X- GAS LINE
 - F- FENCE LINE
 - L- LAND LOT LINE
 - U- UTILITY
 - G- GRUMP TOP
 - C- CENTER LINE
 - P- PROPERTY LINE
 - R.C.P. REINFORCED CONCRETE PIPE
 - N.P. NON-PROTECTED METAL PIPE
 - M- METAL
 - P- POWER LINE
- EQUIPMENT USED FOR MEASUREMENT**
 LEICA TOTAL STATION (TS-303)
 LEICA TOTAL STATION (TS-303)

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1/50,000. THE ANGULAR ERROR OF OBSERVATION WAS ADJUSTED USING COMPASS RULE AND WAS ADJUSTED USING COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR AN AREA OF 0.450 ACRES. THE AREA IS WITHIN ONE FOOT IN A HUNDRED FEET.

THIS PROPERTY IS NOT LOCATED WITHIN THE 100 YEAR FLOOD AREA.

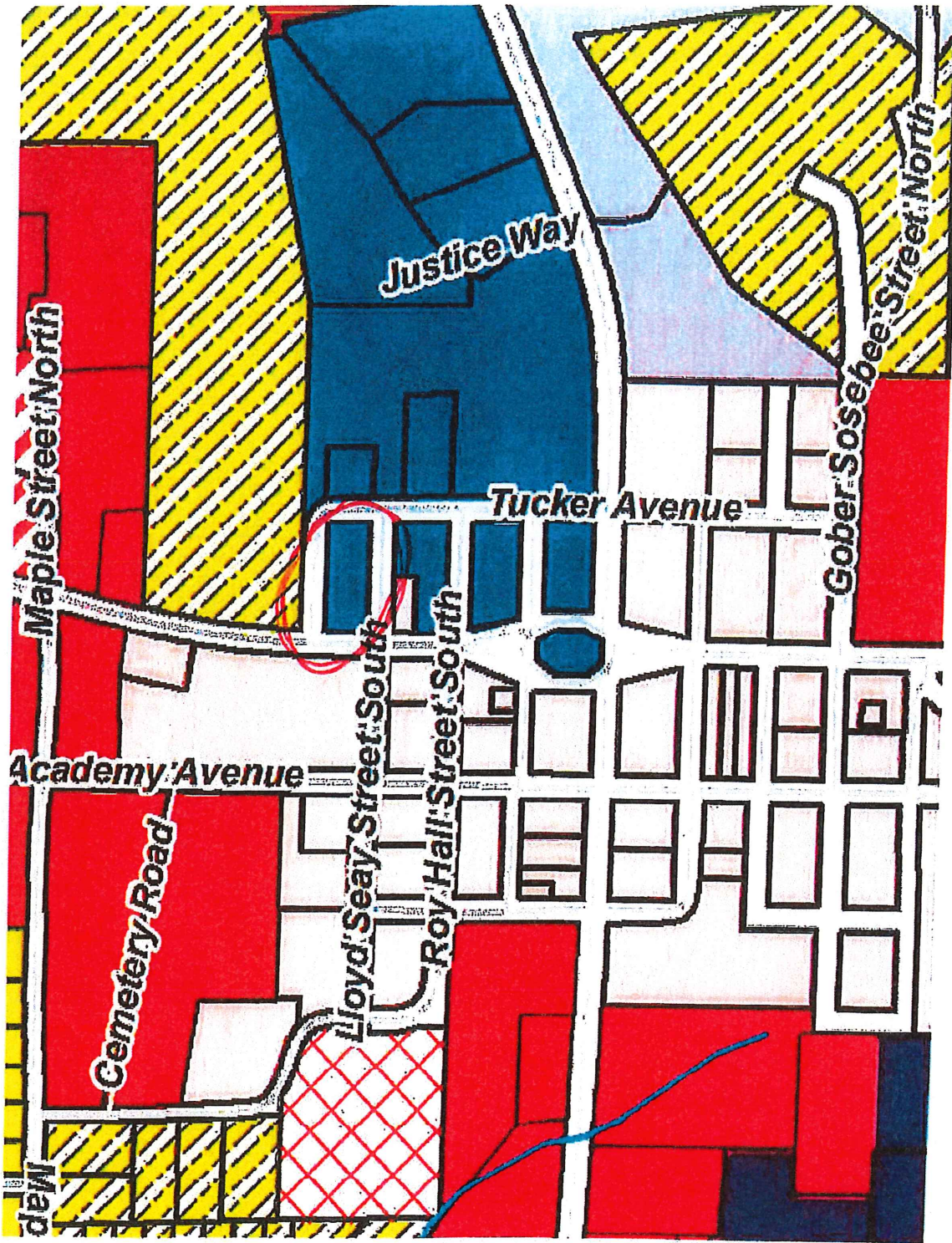


LAND LOT: 440
 DISTRICT: 4TH
 COUNTY: DAWSON
 DATE: 10/02/96

SECTION: 1ST
 STATE: GEORGIA
 FILE NO: 98101

SURVEY FOR
CITY OF DAWSONVILLE
 CITY LOTS 20, 21, 22

Youngman Surveying, Inc.
 Route 4 Box 4169-b, Clark Road
 Dawsonville, Georgia 30054
 (706) 216-8585





DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 14

SUBJECT: ALCOHOL ORDINANCE AMENDMENT

DATE(s): 09/09/2019 CITY COUNCIL MEETING

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST: **REQUEST TO POSTPONE UNTIL NEW UPDATES ARE COMPLETE**

An Ordinance To Amend The Existing Alcohol Ordinance To Clarify The Types Of Licenses And/Or Permits Available; To Provide For New License Types; To Clarify Licensing And Permit Restrictions And Regulations On Particular Establishment Types; To Clarify Which Licenses Are Eligible For Administrative Approval By City Manager; To Provide References To The City Fee Schedule; And For Other Purposes. (First Reading: August 19, 2019; Second Reading And Adoption: September 9, 2019)

HISTORY/ FACTS / ISSUES

Alcohol Ordinance was amended in April of 2018. Additional points of clarification have been identified since the last amendment. This amendment is intended to address these points and correct said deficiencies in the ordinance. Some points of clarification are as follows:

1. License types- a stand alone manufacturing license has been added
2. Allowances and restrictions within license types have been clarified
3. A provision for rechecking the qualifications of license holders has been added
4. Applicable fees have been redirected to the City of Dawsonville fee schedule.
5. Other additional minor items have been corrected.

OPTIONS:

P&Z staff recommend approval

RECOMMENDED SAMPLE MOTION:

Recommend to approve the amendment to the Alcohol Ordinance.

DEPARTMENT: Planning and Zoning

REQUESTED BY: R. Irvin



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 15a.

SUBJECT: ETHICS BOARD APPOINTMENT

CITY COUNCIL MEETING DATE: 09/09/2019

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPOINT MARCUS SEWELL TO THE ETHICS BOARD FOR A TWO-YEAR TERM

HISTORY/ FACTS / ISSUES:

- **VETTING PROCESS IS COMPLETE**
- **APPOINTEE CHOSEN BY CURRENT ETHICS BOARD MEMBERS, CALVIN BYRD AND SHELLY MARTIN**

OPTIONS:

AMEND OR APPROVE

RECOMMENDED SAMPLE MOTION:

VOTE

REQUESTED BY: Donna Blanton, Human Resource Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 15b.

SUBJECT: PLANNING COMMISSION APPOINTMENT

CITY COUNCIL MEETING DATE: 09/09/2019

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPOINT SUSAN THEISEN TO THE PLANNING COMMISSION FOR POST #3 TO FILL THE UNEXPIRED TERM FOR JOHN WALDEN THROUGH 12/31/2020

HISTORY/ FACTS / ISSUES:

- VETTING PROCESS IS COMPLETE
- NOMINATED BY JASON POWER

NOTE; THERE IS STILL A VACANCY TO FILL THE UNEXPIRED TERM OF KEN GOINES IN POST #2

OPTIONS:

AMEND OR APPROVE

RECOMMENDED SAMPLE MOTION:

VOTE

REQUESTED BY: Donna Blanton, Human Resource Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 15c.

SUBJECT: HISTORIC PRESERVATION COMMISSION APPOINTMENT

CITY COUNCIL MEETING DATE: 09/09/2019

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPOINT PERRY BOHN TO THE HPC TO FILL THE UNEXPIRED TERM FOR SHANNON GIBSON THROUGH 12/01/2021

HISTORY/ FACTS / ISSUES:

- **VETTING PROCESS IS COMPLETE**
- **NOMINATED BY MIKE EASON**

OPTIONS:

AMEND OR APPROVE

RECOMMENDED SAMPLE MOTION:

VOTE

REQUESTED BY: Donna Blanton, Human Resource Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 15d.

SUBJECT: DOWNTOWN DEVELOPMENT AUTHORITY APPOINTMENT

CITY COUNCIL MEETING DATE: 09/09/2019

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPOINT JAMIE MCCRACKEN TO THE DDA TO FILL THE UNEXPIRED TERM FOR KEITH HUDSON THROUGH 05/06/2022

HISTORY/ FACTS / ISSUES:

- **VETTING PROCESS IS COMPLETE**
- **NOMINATED BY MIKE EASON**

OPTIONS:

AMEND OR APPROVE

RECOMMENDED SAMPLE MOTION:

VOTE

REQUESTED BY: Donna Blanton, Human Resource Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 16

SUBJECT: CSL TELECOMMUNICATIONS REGISTRATION APPLICATION

CITY COUNCIL MEETING DATE: 09/09/2019

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO REQUEST APPROVAL OF THE APPLICATION AND DETERMINE THE COST TO CSL FOR USE OF THE CITY'S RIGHT OF WAY; EITHER \$1,000 FOR A TEN-YEAR PERMIT OR THE STATUTORY 3% OF THE MONTHLY REVENUE COLLECTED WITHIN THE CITY

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Alex Myers, Assistant City Attorney

Troutman Sanders LLP
600 Peachtree Street NE, Suite 3000
Atlanta, GA 30308-2216



troutman.com

Jenna Lee
jenna.lee@troutman.com

August 6, 2019

**FEDERAL EXPRESS OVERNIGHT DELIVERY
AND EMAIL**

Robert Bolz, City Manager
City of Dawsonville
415 Highway 53 East, Suite 100
Dawsonville, Georgia 30534
bob.bolz@dawsonville-ga.gov

**Re: Time Sensitive - CSL Georgia Realty, LLC and CSL Georgia System, LLC
Municipal Telecommunications Right of Way Registration**

Pursuant to paragraph (2) of subsection (b) of Code Section 46-5-1 of the Official Code of Georgia, Annotated, the municipal authority shall notify the applicant of any deficiencies in this application within 15 business days of receipt of this application.

Dear Mr. Bolz:

Please find enclosed our Registration Package to register CSL Georgia Realty, LLC and CSL Georgia System, LLC (collectively "Uniti") for use of the City's public rights of way for the installation and operation of telecommunications facilities. This Registration Package has been prepared in accordance with Title 46, Chapter 5 of the Georgia Code, and contains all requisite documentation necessary to process and grant permission within the statutory time frame provided under Georgia law.

Uniti is a public telephone utility company holding Certificates of Authority from the Georgia Public Utilities Commission, via its subsidiaries CSL Georgia Realty, LLC and CSL Georgia System, LLC, copies of which are provided herein as required. Uniti is in the process of expanding its operations within the state of Georgia.

Your assistance, in processing this request will help ensure the continuous and efficient provision of telecommunications services and bandwidth capacity throughout the state.

Please direct all registration related correspondence to me at this address:

Jenna Lee
Troutman Sanders LLP
600 Peachtree Street, Suite 3000
Atlanta, Georgia 30308
404-885-3284
Jenna.Lee@troutman.com

Thank you for your time and assistance with this request. Should you have any questions or concerns, please feel free to contact me at my direct phone number or via email at your convenience.

Sincerely,



Jenna Lee

Enclosures

**TELECOMMUNICATIONS
RIGHT-OF-WAY REGISTRATION APPLICATION**

Pursuant to Paragraph (2) of Subsection of Code Section 46-5-1 of the Official Code of Georgia Annotated, the Municipal Authority shall notify the Applicant of any deficiencies in this application with 15 Business Days of receipt of this Application.

1- Applicant's – Principal Office and Local Georgia Contacts Applicant Company:

Principal Office:

Uniti, The Communications REIT
10802 Executive Center Drive| Benton Building Suite 300
Little Rock, AR 72211

Company Legal Contact:

Kelly McGriff
251-445-3321
10802 Executive Center Drive| Benton Building Suite 300
Little Rock, AR 72211

Georgia Local Company Contact:

Michael McCarty, VP Outside Plant
251-214-7793
10802 Executive Center Drive| Benton Building Suite 300
Little Rock, AR 72211

24/7 Global Network Operations Center: 877.652.2321

- 2- **State Certification** The Applicant certifies that it is authorized to provide telecommunications services in the State of Georgia. A copy of Applicant's Certificates of Authority granted by the Georgia Public Service Commission (Docket No. 38899; Certificate No. X-1118 and Docket No. 38898; Certificate No. X-1119) authorizing Applicant to provide telecommunication services in Georgia is attached hereto as Exhibit A.
- 3- **Certificates of Insurance** Applicant's Certificates of Insurance are attached hereto as Exhibit B.
- 4- **Telecommunications Service** The public telephone and telecommunications services to be provided by the applicant may consist of, but shall not be limited to, all competitive local exchange and interexchange services facilities-based carrier telephone and telecommunications services such as all local exchange, interLATA (local toll, local long distance within the Local Access Transport Area) and interLATA (LATA to LATA)

telephone telecommunications services, all public essential and emergency telephone and telecommunications, dedicated, private line, IP, data transport, interconnection, inter alia, including all regulated and non-regulated public and private telephone and telecommunications services, inside and outside telephone and telecommunications plant facilities design, and for other telephone and telecommunications companies, to lease and lease from, other telephone and telecommunications companies, certain telephone and telecommunications facilities and services on both short term and long term bases, buy and sell telecommunications assets and other common carriers, the resale of certain telecommunications services provided by other certified carriers, the provision of certain telecommunications services for resale or use by other certified carriers, and any and all other such telephone and telecommunications services of any kind or nature, whether regulated or non-regulated, and whether currently existing or may exist in the future, but shall exclude any services that are expressly prohibited or precluded by any federal, state or local law, regulation or rule, or any service that Applicant is not expressly authorized to provide where such service must be expressly authorized by a government or governmental agency having jurisdiction to regulate and authorize such services.

- 5- **Telecommunications Service Area** Pursuant to O.C.G.A. § 46-5-1 (b)(1), the telephone and telecommunications services shall encompass the boundaries of the municipal authority.

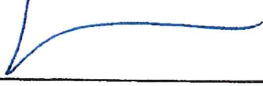
Description of Service Area: Applicant's service area shall encompass the boundaries of the municipal authority.

Construction Drawings Note: Comprehensive engineering and construction plan sheets will be prepared by our engineers and will be submitted for review once they have been completed or at such time that we apply for any and all required permits necessary to commence construction.

SIGNATURE PAGE

Applicant affirmatively declares that it shall comply with all applicable federal, state, and local laws and regulations, including municipal ordinances and regulations regarding the placement and maintenance of facilities in the public rights of way that are reasonable, nondiscriminatory, and applicable to all users of the public rights of way and specifically including the requirements of O.C.G.A Chapter 9 of Title 25, the "Georgia Utility Protection Act".

This Application is respectfully submitted this 7th day of Aug, 2019.
Applicant:

By: 

Jenna E. Lee, Attorney
Troutman Sanders LLP,
on behalf of CSL Georgia Realty, LLC and
CSL Georgia System, LLC

EXHIBIT A

COMMISSIONERS:

CHUCK EATON, CHAIRMAN
H. DOUG EVERETT
TIM G. ECHOLS
LAUREN "BUBBA" McDONALD, JR.
STAN WISE



FILED

JAN 13 2015

DEBORAH K. FLANNAGAN
EXECUTIVE DIRECTOR

REECE McALISTER
EXECUTIVE SECRETARY

EXECUTIVE SECRETARY
G.P.S.C.

Georgia Public Service Commission

244 WASHINGTON STREET, S.W.
ATLANTA, GEORGIA 30334-9052

FAX: (404) 656-2341
www.psc.state.ga.us

(404) 656-4501
(800) 282-5813

DOCKET NO. 38899 **DOCKET# 38899**

CERTIFICATE NO. X-1118 **INSTRUMENT# 156600**

IN RE: Application of CSL Georgia Realty, LLC for a Certificate of Authority to Construct or Operate Telephone Line, Plant or System.

CERTIFICATE OF AUTHORITY

TOLL LINES

Decided: December 16, 2014

BY THE COMMISSION:

On October 24, 2014, CSL Georgia Realty, LLC filed an application with the Georgia Public Service Commission ("Commission") for a Certificate of Authority to Construct or Operate Telephone line, Plant or System. The applicant seeks certification solely for the ownership of real estate assets constituting telephone plant, line or system pursuant to O.C.G.AA. § 46-5-41 and Commission Utility Rule 515-6-1-.02.

Applicant requests that the Certificate of Authority issued by the Commission expressly state that:

- a. The Certificate of Authority will be issued solely to permit Applicant to own telephone plant, line or system;
- b. Applicant is not permitted to provide telecommunication services in Georgia under its Certificate of Authority; and
- c. Applicants Certificate of Authority in Georgia (which is required to allow Applicant to own real estate constituting telephone plant, line or system) does not impose any duty of common carriage on Applicant.

**

In Administrative Session on December 16, 2014, the Commission voted to waive public hearing on this matter.

After carefully analyzing all evidence of the record in this case, the Commission makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

1.

The Company has filed an application seeking authority to Construct or Operate Telephone Line, Plant or System.

2.

The Commission has considered the application of the Company for a Certificate of Authority.

3.

The State of Georgia has been divided as a consequence of the Modified Final Judgment into five LATAs (local access and transport areas).

4.

The Commission finds that the Company has the financial, technical and managerial ability to Construct or Operate Telephone Line, Plant or System service for which it is seeking a Certificate of Authority.

5.

The real estate obtained by the Company includes the distribution system of the Windstream operating companies consisting of fiber optic cable, copper cable, conduits and conduit systems, poles, attachment hardware, guy wires, pedestals, concrete pads, central office land and buildings, signal repeaters and amplifiers together with all replacements, modifications, alterations and additions located in Georgia.

6.

The Company will lease its real estate assets on an exclusive long-term basis to Windstream Holdings, Inc. for the benefit of the Windstream affiliated companies that are certificated in Georgia to provide telecommunications services.

7.

The Commission finds that:

- (a) The Certificate of Authority will be issued solely to permit Applicant to own telephone plant, line or system and to rent those facilities to Windstream Holdings, Inc. for the benefit of Windstream affiliated companies that are certified to provide telecommunications services in Georgia.
- (b) Applicant is not permitted to provide telecommunication services to the public for hire under this Certificate of Authority.
- (c) Applicant Certificate of Authority in Georgia (which is required to allow Applicant to own real estate constituting telephone plant, line or system) does not impose any duty of common carriage on applicant.

CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact, the Commission makes the following Conclusions of Law:

1.

Pursuant to O.C.G.A. §§ 46-5-163(b), 46-5-41, 46-2-23 and 46-2-25, the Commission has jurisdiction to grant the certificate requested herein.

2.

O.C.G.A. § 46-5-43 requires that when an application to acquire or operate a telephone system is received, proper notice of the application shall be given to specifically identified groups and classes of persons.

3.

The Commission, pursuant to O.C.G.A. §§ 46-5-41, 46-5-163(b), and 46-5-168, has the authority based upon applicable law to refuse to issue the certificate or to issue it in part or in whole.

4.

O.C.G.A. § 46-5-41 provides:

No person shall construct or operate any telephone line, plant, or system

Docket No. 38899

Page 3

or any extension thereof or *acquire ownership or control thereof*, either directly or indirectly, without first obtaining from the Public Service Commission a certificate that the present or future public convenience and necessity require or will require such construction, operation, or acquisition. (emphasis added).

The Company will acquire ownership of telephone line, plant and system; therefore, it must obtain a certificate.

5.

As a condition of its certificate, the Company must lease the telephone line, plant and system of which it has acquired ownership to Windstream Holdings, Inc.

6.

The Company will be bound by all applicable orders of the Commission.

WHEREFORE, it is

ORDERED, that a Certificate of Authority number X-1118 is hereby granted to CSL Georgia Realty, LLC to Construct or Operate Telephone Line, Plant or System.

ORDERED FURTHER, that if the Company desires to do business in Georgia under any name which does not appear on this certificate, the Company shall submit an application for amendment to its certification stating the name under which it plans to conduct business.

ORDERED FURTHER, that the Company shall contribute to the Universal Access Fund as prescribed in Docket No. 5825-U.

ORDERED FURTHER, that the Company shall be responsible for ensuring that its employees, agents or designees comply fully with all applicable laws, rules and orders of the Commission relating to safe excavation procedures, including, but not limited to O.C.G.A. § 25-9-1 et seq., the Georgia Utility Facility Protection Act. Violations of such laws, rules, or orders of the Commission by the Company's employees, agents or designees may result in revocation, suspension or other limitation on the Company's certificate of authority and may result in fines assessed on the Company pursuant to O.C.G.A. § 46-2-91.

ORDERED FURTHER, that pursuant to O.C.G.A. § 46-5-168(b)(2) the certificate granted herein shall be subject to revocation if the Company fails to notify the Commission of any change in its contact address on file with the Commission, fails to

comply with Commission requirements or orders, or violates any applicable law or Commission rule.

ORDERED FURTHER, the Certificate of Authority will be issued solely to permit Applicant to own telephone plant, line or system and to rent those facilities to Windstream Holdings, Inc. for the benefit of Windstream affiliated companies that are certified to provide telecommunications services in Georgia.

ORDERED FURTHER, applicant is not permitted to provide telecommunication services to the public for hire under this Certificate of Authority.


ORDERED FURTHER, applicant Certificate of Authority in Georgia (which is required to allow Applicant to own real estate constituting telephone plant, line or system) does not impose any duty of common carriage on applicant.

ORDERED FURTHER, that all statements of fact, law and regulatory policy contained within the preceding sections of this Order be adopted as findings and conclusions of law and conclusion of regulatory policy of the Commission.

ORDERED FURTHER, that jurisdiction over this matter is expressly retained for the purpose of entering such further order or orders as this Commission may deem just and proper.

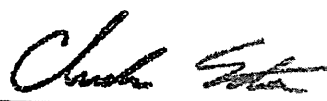
ORDERED FURTHER, that any motion for reconsideration and/or rehearing in this case shall not have the effect of staying this Order of the Commission, except insofar as the Commission may otherwise provide.

The above by action of the Commission in Administrative Session on December 16, 2014.



Reece McAlister
Executive Secretary

DATE: 1-13-15



Chuck Eaton
Chairman

DATE: 1/13/15

COMMISSIONERS:

**CHUCK EATON, CHAIRMAN
H. DOUG EVERETT
TIM G. ECHOLS
LAUREN "BUBBA" McDONALD, JR.
STAN WISE**



FILED

JAN 13 2015

**DEBORAH K. FLANNAGAN
EXECUTIVE DIRECTOR**

**EXECUTIVE SECRETARY
G.P.S.C.**

**REECE McALISTER
EXECUTIVE SECRETARY**

Georgia Public Service Commission

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244 WASHINGTON STREET, S.W.
ATLANTA, GEORGIA 30334-9052

FAX: (404) 656-2341
www.psc.state.ga.us

DOCKET NO. 38898 **CKET# 38898**

CERTIFICATE NO. 156599 **MENT# 156599**

IN RE: Application of CSL Georgia System, LLC for a Certificate of Authority to Construct or Operate Telephone Line, Plant or System.

CERTIFICATE OF AUTHORITY

TOLL LINES

Decided: December 16, 2014

BY THE COMMISSION:

On October 24, 2014, CSL Georgia System, LLC filed an application with the Georgia Public Service Commission ("Commission") for a Certificate of Authority to Construct or Operate Telephone line, Plant or System. The applicant seeks certification solely for the ownership of real estate assets constituting telephone plant, line or system pursuant to O.C.G.A.A. § 46-5-41 and Commission Utility Rule 515-6-1-.02.

Applicant requests that the Certificate of Authority issued by the Commission expressly state that:

- a. The Certificate of Authority will be issued solely to permit Applicant to own telephone plant, line or system;
- b. Applicant is not permitted to provide telecommunication services in Georgia under its Certificate of Authority; and
- c. Applicants Certificate of Authority in Georgia (which is required to allow Applicant to own real estate constituting telephone plant, line or system) does not impose any duty of common carriage on Applicant.

In Administrative Session on December 16, 2014, the Commission voted to waive public hearing on this matter.

After carefully analyzing all evidence of the record in this case, the Commission makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

1.

The Company has filed an application seeking authority to Construct or Operate Telephone Line, Plant or System.

2.

The Commission has considered the application of the Company for a Certificate of Authority.

3.

The State of Georgia has been divided as a consequence of the Modified Final Judgment into five LATAs (local access and transport areas).

4.

The Commission finds that the Company has the financial, technical and managerial ability to Construct or Operate Telephone Line, Plant or System service for which it is seeking a Certificate of Authority.

5.

The real estate obtained by the Company includes the distribution system of the Windstream operating companies consisting of fiber optic cable, copper cable, conduits and conduit systems, poles, attachment hardware, guy wires, pedestals, concrete pads, central office land and buildings, signal repeaters and amplifiers together with all replacements, modifications, alterations and additions located in Georgia.

6.

The Company will lease its real estate assets on an exclusive long-term basis to Windstream Holdings, Inc. for the benefit of the Windstream affiliated companies that are certificated in Georgia to provide telecommunications services.

7.

The Commission finds that:

- (a) The Certificate of Authority will be issued solely to permit Applicant to own telephone plant, line or system and to rent those facilities to Windstream Holdings, Inc. for the benefit of Windstream affiliated companies that are certified to provide telecommunications services in Georgia.
- (b) Applicant is not permitted to provide telecommunication services to the public for hire under this Certificate of Authority.
- (c) Applicant Certificate of Authority in Georgia (which is required to allow Applicant to own real estate constituting telephone plant, line or system) does not impose any duty of common carriage on applicant.

CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact, the Commission makes the following Conclusions of Law:

1.

Pursuant to O.C.G.A. §§ 46-5-163(b), 46-5-41, 46-2-23 and 46-2-25, the Commission has jurisdiction to grant the certificate requested herein.

2.

O.C.G.A. § 46-5-43 requires that when an application to acquire or operate a telephone system is received, proper notice of the application shall be given to specifically identified groups and classes of persons.

3.

The Commission, pursuant to O.C.G.A. §§ 46-5-41, 46-5-163(b), and 46-5-168, has the authority based upon applicable law to refuse to issue the certificate or to issue it in part or in whole.

4.

O.C.G.A. § 46-5-41 provides:

No person shall construct or operate any telephone line, plant, or system

or any extension thereof or *acquire ownership or control thereof*, either directly or indirectly, without first obtaining from the Public Service Commission a certificate that the present or future public convenience and necessity require or will require such construction, operation, or acquisition. (emphasis added).

The Company will acquire ownership of telephone line, plant and system; therefore, it must obtain a certificate.

5.

As a condition of its certificate, the Company must lease the telephone line, plant and system of which it has acquired ownership to Windstream Holdings, Inc.

6.

The Company will be bound by all applicable orders of the Commission.

WHEREFORE, it is

ORDERED, that a Certificate of Authority number X-1119 is hereby granted to CSL Georgia System, LLC to Construct or Operate Telephone Line, Plant or System.

ORDERED FURTHER, that if the Company desires to do business in Georgia under any name which does not appear on this certificate, the Company shall submit an application for amendment to its certification stating the name under which it plans to conduct business.

ORDERED FURTHER, that the Company shall contribute to the Universal Access Fund as prescribed in Docket No. 5825-U.

ORDERED FURTHER, that the Company shall be responsible for ensuring that its employees, agents or designees comply fully with all applicable laws, rules and orders of the Commission relating to safe excavation procedures, including, but not limited to O.C.G.A. § 25-9-1 et seq., the Georgia Utility Facility Protection Act. Violations of such laws, rules, or orders of the Commission by the Company's employees, agents or designees may result in revocation, suspension or other limitation on the Company's certificate of authority and may result in fines assessed on the Company pursuant to O.C.G.A. § 46-2-91.

ORDERED FURTHER, that pursuant to O.C.G.A. § 46-5-168(b)(2) the certificate granted herein shall be subject to revocation if the Company fails to notify the Commission of any change in its contact address on file with the Commission, fails to

comply with Commission requirements or orders, or violates any applicable law or Commission rule.

ORDERED FURTHER, the Certificate of Authority will be issued solely to permit Applicant to own telephone plant, line or system and to rent those facilities to Windstream Holdings, Inc. for the benefit of Windstream affiliated companies that are certified to provide telecommunications services in Georgia.

ORDERED FURTHER, applicant is not permitted to provide telecommunication services to the public for hire under this Certificate of Authority.

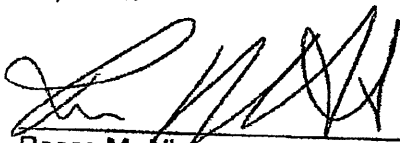
ORDERED FURTHER, applicant Certificate of Authority in Georgia (which is required to allow Applicant to own real estate constituting telephone plant, line or system) does not impose any duty of common carriage on applicant.

ORDERED FURTHER, that all statements of fact, law and regulatory policy contained within the preceding sections of this Order be adopted as findings and conclusions of law and conclusion of regulatory policy of the Commission.

ORDERED FURTHER, that jurisdiction over this matter is expressly retained for the purpose of entering such further order or orders as this Commission may deem just and proper.

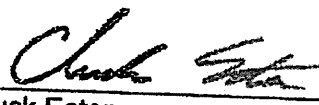
ORDERED FURTHER, that any motion for reconsideration and/or rehearing in this case shall not have the effect of staying this Order of the Commission, except insofar as the Commission may otherwise provide.

The above by action of the Commission in Administrative Session on December 16, 2014.



Reece McAlister
Executive Secretary

DATE: 1-13-15



Chuck Eaton
Chairman

DATE: 1/13/15

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stephens Insurance, LLC
111 Center Street, Suite 100
Little Rock, AR 72201

CONTACT NAME: Rebecca Diaz
PHONE (A/C, No, Ext): (501) 377-8373 FAX (A/C, No): (501) 210-4681
E-MAIL: rebecca.diaz@stephens.com
ADDRESS: rebecca.diaz@stephens.com

www.stephensinsurance.com

INSURED
Uniti Group Inc.
(See Complete Named Insured Addendum)
10802 Executive Center Drive
Benton Building Suite 300
Little Rock AR 72211

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Insurance Company	25623
INSURER B: Charter Oak Fire Insurance Company	25615
INSURER C: Travelers Property Casualty Co of Amer	25674
INSURER D: Farmington Casualty Company	41483
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 47722646

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		660-0J153418	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		810-0J147565	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUP-0J350973	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	UB-0J267618	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached Addendum for Additional Coverage Details

CERTIFICATE HOLDER

CANCELLATION

For Information Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stan Payne

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Stephens Insurance, LLC		NAMED INSURED Uniti Group Inc. (See Complete Named Insured Addendum) 10802 Executive Center Drive Benton Building Suite 300 Little Rock AR 72211	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: **For Information Purposes Only**

ADDRESS:

NAMED INSURED SCHEDULE:

FIRST NAMED INSURED:

UNITI GROUP INC

- CSL Capital, LLC
- Talk America Services, LLC
- CSL National GP, LLC
- CSL National, LP - Below Entities are Holding Companies for REIT Assets
- CSL Alabama System, LLC
- CSL Arkansas System, LLC
- CSL Florida System, LLC
- CSL Georgia System, LLC
- CSL Iowa System, LLC
- CSL Kentucky System, LLC
- CSL Mississippi System, LLC
- CSL Missouri System, LLC
- CSL New Mexico, LLC
- CSL North Carolina Realty GP, LLC
- CSL North Carolina System, LP
- CSL North Carolina Realty, LP
- CSL Tennessee Realty Partner, LLC
- CSL Tennessee Realty, LLC
- CSL Ohio System, LLC
- CSL Oklahoma System, LLC
- CSL Texas System, LLC
- CSL Realty, LLC
- CSL Georgia Realty, LLC
- Uniti Holdings GP, LLC
- Uniti Holdings LP
- Uniti Fiber Holdings -TC LLC
- Uniti Fiber Holdings, Inc.
- Uniti Fiber LLC
- Uniti QRS Holdings GP LLC
- Uniti LATAM GP LLC
- Uniti QRS Holdings LP
- Uniti Leasing LLC
- Uniti Dark Fiber LLC
- Uniti Towers LLC
- PEG Bandwidth Services, LLC
- Contact Network, LLC
- PEG Bandwidth DC, LLC
- PEG Bandwidth DE, LLC
- PEG Bandwidth IA, LLC
- PEG Bandwidth IL, LLC
- Inline Services, LLC
- PEG Bandwidth LA, LLC
- PEG Bandwidth MA, LLC
- PEG Bandwidth MD, LLC
- PEG Bandwidth MS, LLC
- PEG Bandwidth NJ, LLC



ADDITIONAL REMARKS SCHEDULE

AGENCY Stephens Insurance, LLC		NAMED INSURED Uniti Group Inc. (See Complete Named Insured Addendum) 10802 Executive Center Drive Benton Building Suite 300 Little Rock AR 72211	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: **For Information Purposes Only**

ADDRESS:

PEG Bandwidth NY, LLC
 PEG Bandwidth NY Telephone Corp.
 PEG Bandwidth PA, LLC
 PEG Bandwidth TX, LLC
 PEG Bandwidth VA, LLC
 Hunt Telecommunications, LLC
 Hunt Brothers of LA, Inc.
 Integrated Data, LLC
 Nexus Systems, Inc.
 Nexus Wireless, LLC
 Southern Light, LLC
 Uniti Group LP LLC
 Uniti Group LP
 Uniti Group Finance Inc.
 Uniti Leasing LLC
 Uniti Leasing X LLC
 Uniti Leasing X I LLC
 Information Transport Solutions, Inc.



ADDITIONAL REMARKS SCHEDULE

AGENCY Stephens Insurance, LLC		NAMED INSURED Uniti Group Inc. (See Complete Named Insured Addendum) 10802 Executive Center Drive Benton Building Suite 300 Little Rock AR 72211	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: **For Information Purposes Only**

ADDRESS:

NOTE - COPIES OF THE FORMS REFERENCED BELOW ARE AVAILABLE UPON REQUEST:

The General Liability Policy includes a blanket automatic additional insured endorsement that provides additional insured status to any persons or organizations to which you are obligated by a written agreement to procure additional insured coverage subject to the terms and conditions of CG D6 04 (08/13) or CG D4 17 (01/12).

The "Other Insurance - Primary/Excess provision" contained in CG D6 04 (08/13) applies to additional insured's qualifying for coverage under CG D6 04 (08/13) subject to the terms and conditions.

The General Liability policy includes blanket automatic waiver of subrogation provision where required by written agreement and subject to terms and conditions of CG D4 17 (01/12).

The General Liability policy includes thirty (30) day notice of cancellation endorsement, for reasons other than non-payment of premium, to persons or organizations on file with agent or broker at the time of cancellation if required by contract per terms and conditions of IL T4 05 (03/11).

The Auto Liability Policy includes a blanket automatic additional insured endorsement that provides additional insured status to any persons or organizations to which you are obligated by a written agreement to procure additional insured coverage subject to the terms and conditions of CA T3 53 (06/09).

The Auto Liability includes a blanket automatic waiver of subrogation provision where required by written agreement and subject to terms and conditions of CA T3 53 (06/09).

The Auto Liability policy includes thirty (30) day notice of cancellation endorsement, for reasons other than non-payment of premium, to persons or organizations on file with agent or broker at the time of cancellation if require by contract per IL T4 05 (03/11).

The Workers Compensation includes a blanket automatic waiver of subrogation provision where required by written agreement and subject to terms and conditions of WC 00 03 13 (011)-01).

The Work Comp policy includes thirty (30) day notice of cancellation endorsement, for reasons other than non-payment of premium, to persons or organizations on file with agent or broker at the time of cancellation if require by contract per IL T4 05 (03/11).

The Umbrella policy includes thirty (30) day notice of cancellation endorsement, for reasons other than non-payment of premium, to persons or organizations on file with agent or broker at the time of cancellation if require by contract per IL T4 05 (03/11).

The Umbrella/Excess Liability follows over underlying General Liability, Auto Liability & Workers Comp policies.

The Umbrella policy includes additional insured as in underlying per form UM 00 01 11 03.

The Umbrella policy includes blanket waiver of subrogation per form UM 04 88 07 08.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS
IF REQUIRED BY WRITTEN CONTRACT
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
 - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

COMMERCIAL GENERAL LIABILITY

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.

3/26/2019

Unifi Group Inc.

COMMERCIAL AUTO

(See Complete Named Insured Addendum)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL EFFECTS K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|--|---|

PROVISIONS**A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

CA T3 53 06 09

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Page 1 of 4

COMMERCIAL AUTO

2. The following replaces Paragraph **b.** in **B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – LIABILITY COVERAGE:**

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – LIABILITY COVERAGE:**

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph e. in Paragraph B.7., **Policy Term, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:**

e. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the

United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(b) Neither you nor any other involved "insured" will make any settlement without our consent.

(c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(d) We will reimburse the "insured":

(i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limit Of Insurance, of SECTION II – LIABILITY COVERAGE;**

(ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limit Of Insurance, of SECTION II – LIABILITY COVERAGE,**

and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.
- (3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.
- (4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);

COMMERCIAL AUTO

- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the ex-

tent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Uniti Group Inc.
(See Complete Named Insured Addendum)

3/26/2019

660-0J153418

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE – ADDITIONAL INSUREDS –
PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO
CERTAIN OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a., **Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an **additional insured** under this Coverage Part must apply on a **primary basis**, or a **primary and non-contributory basis**, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Reasonable Force Property Damage - Exception To Expected Or Intended Injury Exclusion
B. Non-Owned Watercraft Less Than 75 Feet
C. Aircraft Chartered With Pilot
D. Damage To Premises Rented To You
E. Increased Supplementary Payments
F. Who Is An Insured - Employees And Volunteer Workers - First Aid
G. Who Is An Insured - Employees - Supervisory Positions
H. Who Is An Insured - Newly Acquired Or Formed Organizations
I. Blanket Additional Insured - Owners, Managers Or Lessors Of Premises
J. Blanket Additional Insured - Lessors Of Leased Equipment
K. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement
L. Blanket Additional Insured - Broad Form Vendors
M. Who Is An Insured - Unnamed Subsidiaries
N. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures
O. Medical Payments - Increased Limits
P. Contractual Liability - Railroads
Q. Knowledge And Notice Of Occurrence Or Offense
R. Unintentional Omission
S. Blanket Waiver Of Subrogation

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE - EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., Expected Or Intended Injury, in Paragraph 2., of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- a. Expected Or Intended Injury Or Damage
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- (2) A watercraft you do not own that is:
(a) Less than 75 feet long; and
(b) Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION

COMMERCIAL GENERAL LIABILITY

I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.

2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

F. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – FIRST AID

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

G. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of

your "employees" who hold a supervisory position.

H. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Coverage Form, and Paragraph 3. of **SECTION II – WHO IS AN INSURED** of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

COMMERCIAL GENERAL LIABILITY

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such Insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (6) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

COMMERCIAL GENERAL LIABILITY

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

M. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

N. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

O. MEDICAL PAYMENTS – INCREASED LIMITS

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

(a) \$10,000; or

- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

P. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;

COMMERCIAL GENERAL LIABILITY

(iii) A trustee of any trust; or

(iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its

abrupt commencement, this Paragraph e. does not affect that requirement.

R. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of SECTION IV – **COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – **COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

POLICY NUMBER: UB-OJ267618

Uniti Group Inc.

3/26/2019

WORKERS' COMPENSATION AND
EMPLOYERS LIABILITY
WC 00 03 13 (Ed. 1/86)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the schedule.

(Schedule.)

Blanket Where Required by Contract

Notes:

1. Use this endorsement to waive the company's right of subrogation against named third parties who may be responsible for an injury
2. The sentence in () is optional with the company. It limits the endorsement to apply only to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.
3. The following entry must be added to the endorsement when used in Hawaii: "The premium charge for the endorsement is \$"
4. The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classification. According to section 287.150 (6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classification.
5. In most states, including Florida, any associated premium charge must be filed and approved prior to use.
6. No charge or fee is applicable for using this endorsement in the state of Tennessee. Refer to Tennessee State Statute Special Rule 3-A-22 of the Basic Manual

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Created at www.eCertsOnline.com

Uniti Group Inc.
(See Complete Named Insured Addendum)

POLICY NUMBER: 660-0J153418
810-0J147665
UB-0J267618
CUP-0J350973

ISSUE DATE: 3/26/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30

PERSON OR ORGANIZATION: Any Person or Organization - Where required by Contract or Agreement

ADDRESS: Per Schedule on File with Agent

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 17

SUBJECT: BUDGET AMENDMENT – AMPHITHEATER AT MAIN STREET PARK

CITY COUNCIL MEETING DATE: 09/09/2019

BUDGET INFORMATION: GL ACCOUNT # _____

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

Budget Amendment Request from Reserve: _____ Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO REQUEST BUDGET AMENDMENT IN THE AMOUNT OF \$8,000 FROM THE GENERAL FUND RESERVES TO DEVELOP THE AMPHITHEATER CONCEPTUAL DESIGN

HISTORY/ FACTS / ISSUES:

OPTIONS:

APPROVE, DENY OR TABLE

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



August 22, 2019

Mr. Bob Bolz
City Manager
CITY OF DAWSONVILLE
415 Highway 53 E, Suite 100
Dawsonville, Georgia 30534

**Re: Main Street Park – Amphitheater Conceptual Design Services
City of Dawsonville**

Dear Bob:

Ben and I would like to thank you, Mayor Eason and Trampas for spending the time to give us an update on the status of the Main Street Park and your plans for the future amphitheater. As we understand it, you are requesting our assistance in providing background research, and conceptual designs to advance the functionality of the amphitheater. During our meeting you mentioned that the City has a potential “donor” for some improvements to the amphitheater and for that you will need some sort of an illustrative exhibit with some rough order of magnitude costs, to be able to share with them and finalize an agreement.

We value our relationship with the City and would be excited to continue to work together on this important facility within Main Street Park. As we discussed during our meeting, there are many different ways to provide outdoor programming, and different levels of refinement and investment for an outdoor amphitheater. Since we will be exploring many alternatives and not knowing where we will end up, we would like to suggest starting this initial exploratory phase on an hourly basis with an estimated amount of \$8,000. This will cover background research / information gathering, two (2) meetings, and development of a preferred alternative exhibit and associated rough cost estimate that the City can share with the prospective donor(s). Once the final direction and magnitude of improvements is known, our team would be glad to provide another proposal to cover those specific additional services required, to make the amphitheater a reality.

Bob, please feel free to give me a call if you have any questions. If this strategy works for you, I can develop a quick letter proposal for your authorization which will double as our notice to proceed. Thank you again for your consideration and we look forward to hearing back from you and to the possibility of collaborating in the advancement of the outdoor amphitheater.

All the best,

Raymond P. Strychalski, PLA
Vice President

Benjamin W. Skidmore, P. E.
Associate



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 18

SUBJECT: REQUEST TO REBID LANDSCAPING AT MAIN STREET PARK

CITY COUNCIL MEETING DATE: 09/09/2019

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO REQUEST APPROVAL TO REBID THE LANDSCAPING FOR MAIN STREET PARK

HISTORY/ FACTS / ISSUES:

BID AWARDED TO TRI SCAPES INC. ON 07/08/2019; TO DATE, THE CONTRACT HAS NOT BEEN EXECUTED. CONCERN FOR THE WORK CURRENTLY BEING DONE BY TRI SCAPES AT MAIN STREET PARK AS A SUBCONTRACTOR DOING THE SEEDING FOR TW PHILLIPS; STAFF WILL HAVE A RECOMMENDATION.

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 19

SUBJECT: MAIN STREET PARK FENCE RECOMMENDATION

CITY COUNCIL MEETING DATE: 09/09/2019

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO CONSIDER FENCE OPTIONS FOR MAIN STREET PARK

HISTORY/ FACTS / ISSUES:

BID OPENING 08/30/2019; SEE ATTACHED BID TABULATION

OPTIONS:

RECOMMEND THE FOLLOWING:

- **ORNAMENTAL GATES ON BOTH ENTRANCES**
 - **6 FOOT CHAIN LINK FENCE ALONG ALLEN STREET TO ENCOURAGE USE OF STAIRS**
 - **4 FOOT CHAIN LINK FENCE AROUND PLAYGROUND FOR SAFETY OF CHILDREN**
 - **6 FOOT CHAIN LINK FENCE AROUND DETENTION POND**
 - **4 FOOT CHAIN LINK ABOVE DROP OFF BEHIND THE MEMORY CARE FACILITY FOR SAFETY**
 - **PORTABLE/TEMPORARY FENCES FOR EVENTS WHEN AMPHITHEATER IS IN USE**
-

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

Dawsonville Main Street Park Fencing Bid Tabulation Sheet
 August 30, 2019, 3:30 PM

	Bidder	Lump Sum Chain Link Fencing	Alternates/Deductions Montage Plus MB Ornamental Gates/AE	Alternates/Deductions Black Vinyl Chain Link Gates
1	Custom Fence of Atlanta	\$127,199.00 (includes ornamental gates everywhere except for 2 gates on detention pond are chain link)		
2	Tri Scapes, Inc.	\$173,169.76	+ \$78,000.00	N/A + \$52,000.00
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DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 20

SUBJECT: POTENTIAL CHANGE ORDER FOR MAIN STREET PARK

CITY COUNCIL MEETING DATE: 09/09/2019

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO REQUEST A CHANGE ORDER FOR MAIN STREET PARK FOR PAVING OVERAGE IN THE AMOUNT OF \$29,923.30 TO BE PAID OUT OF GENERAL FUND RESERVES

HISTORY/ FACTS / ISSUES:

OPTIONS:

APPROVE, DENY OR TABLE

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

Ben had staff recheck the cad, see overrun #s below. Bid quantity was generated from linear feet of trail which created a discrepancy, but there were also some minor background changes during addendums and the bid quantity was not updated.

Asphalt for Both Trails and Parking Lot Measured in place and measured using the Engineered supplied AutoCad File

Parking Lot

Contract	4,430	sy	\$	(36.30)	(\$160,809.00)
Clara CAD File Check	4,552	sy	\$	36.30	\$165,237.60
Measured Parking Lot	4,916	sy	\$	36.30	\$178,450.80
					<u>\$4,428.60</u>

Trails

Contract	5,050	sy	\$	(23.65)	(\$119,432.50)
Clara CAD File Check	6,128	sy	\$	23.65	\$144,927.20
Measured Trails	6,408	sy	\$	23.65	\$151,549.20
					<u>\$25,494.70</u>

Total:	\$29,923.30
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As you can see, Ben's figures were less than what TWPC submitted to the tune of about \$20,000.00.