

AGENDA
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, January 6, 2020
5:00 P.M.

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
 - a. Approve Minutes
 - Work Session and Regular Meeting held December 16, 2019
 - Executive Session held December 16, 2019
 - b. Approve Renewal of 2020 IT Service Contract
 - c. Approve Amendment to Agreement for Farmer's Market Construction Contract
 - d. Approve Bid Selection for Perimeter Road Sidewalk Construction
8. Recognition of Councilmember Power
9. Employee Recognition

PUBLIC HEARING

10. **ANX-C2000032A and ZA-C2000032A:** Sachinkumar Patel has petitioned to annex into the city limits of Dawsonville 5 Acres located at 60 Hwy 136 East and being in Land Lots 193 and 194, 13th District, 1st Section as shown on a plat prepared by Nathan McClure dated August 1, 2019 and revised October 1, 2019 and recorded in Plat Book 84 on Page 232; with Warranty Deed being recorded on November 8, 2019 in Deed Book 1377 on Page 150. Applicant is also requesting to rezone from County Zoning of RA (Residential Exurban/Agricultural)) to City Zoning of HB (Highway Business). Public Hearing Dates: Planning Commission on December 9, 2019 beginning at 5:30 pm and City Council on December 16, 2019 beginning at 5:30 pm and January 6, 2020 beginning at 5:00 pm.
11. **ZA-C2000021:** Fall Leaf Residential LLC has requested a zoning amendment for a portion of TMP D04 013 and a portion of D04 021 located at 0 Hwy 53 East and consisting of 25.7 acres from CIR (Restricted Industrial) to R6 (Multi Family Residential) Hearing Date: Planning Commission – September 16, 2019 and City Council September 23, 2019. **Postponed by City Council until January 6, 2020.**
12. **ZA-C2000022:** Fall Leaf Residential LLC has requested a zoning amendment for a portion of TMP D04 013 located at 00 Hwy 53 East and consisting of 1.00 acres from CIR (Restricted Industrial) to CBD (Central Business District) Hearing Date: Planning Commission – September 16, 2019 and City Council September 23, 2019. **Postponed by City Council until January 6, 2020.**
13. **VAR- C2000021:** Fall Leaf Residential LLC has filed an appeal of the decision of the Planning Commission for a variance to the minimum lot width from 28 feet to 20 feet for a portion of TMP D04 013 and a portion of D04 021 located at 0 Hwy 53 East and consisting of 25.7 acres. Appeal Hearing Date: City Council on January 6, 2020 at 5:00 pm.

BUSINESS

14. An Ordinance To Provide A Method Of Adopting And Enacting Rules And Regulations Concerning Conduct And Activities At All City Public Parks And Facilities; To Provide For Penalties For Violations Of Same; And For Other Purposes. (First Reading: January 6, 2020; Second Reading and Adoption: February 3, 2020)
15. Parks and Facilities Rules and Regulations Review
16. Gravel Road Development Ordinance Review

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: 01/06/2020

PURPOSE FOR REQUEST:

CONSIDERATION AND APPROVAL OF ITEMS BELOW; SEE ATTACHED SUPPORTING DOCUMENTS

- a. **Approve Minutes**
 - **Work Session and Regular Meeting held December 16, 2019**
 - **Executive Session held December 16, 2019**
 - b. **Approve Renewal of 2020 IT Service Contract**
 - c. **Approve Amendment to Agreement for Farmer's Market Construction Contract**
 - d. **Approve Bid Selection for Perimeter Road Sidewalk Construction**
-



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7a

SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 01/06/2020

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 DECEMBER 16, 2019
- EXECUTIVE SESSION HELD DECEMBER 16, 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, December 16, 2019
5:30 P.M.

1. **CALL TO ORDER:** Mayor Mike Eason called the meeting to order at 5:30 pm.
2. **ROLL CALL:** Present were Councilmember Mark French, Councilmember Stephen Tolson, Councilmember Caleb Phillips, City Attorney Dana Miles, City Manager Bob Bolz, City Clerk Beverly Banister, Utilities Director Gary Barr, Planning Director Robbie Irvin and Human Resource Manager Donna Blanton.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Phillips.
4. **ANNOUNCEMENTS:** Mayor Eason thanked everyone who attended the parade and tree lighting. He announced an executive session will be called at this meeting for the purpose of personnel.
5. **APPROVAL OF THE AGENDA:** Councilmember French requested item #7d be removed from the consent agenda; Mayor Eason stated the item will become #16 on the agenda.

Motion to amend the agenda by removing the Executive Session from the agenda made by M. French; motion dies due to lack of a second.

Motion to remove item #8 from the agenda made by S. Tolson; second by M. French. Vote carried unanimously in favor.

Motion to approve the agenda as amended made by S. Tolson; second by C. Phillips. Vote carried two in favor (Tolson, Phillips) with one opposed (French).
6. **PUBLIC INPUT:** No comments from the public.
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a, b, c, e, f, g) made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Work Session and Regular Meeting held November 18, 2019
 - b. Approve Newly Elected Officials Training
 - c. Approve 2020 Staff Appointments
 - d. Removed; see item #16
 - e. Approve 2020 Mayor and Council Board Designations and Compensation
 - f. Approve Budget Amendment – ADA Compliance for City Hall Building
 - g. Approve GEFA Loan Modification with Debt Forgiveness
8. **Removed**
9. **PLANNING COMMISSION APPOINTMENT:** Motion to appoint Alexa Serrano to the Planning Commission for Post #2 to fill the unexpired term of Ken Goines through 12/31/2021 made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor.
10. **ADMINISTER OATH TO NEWLY ELECTED OFFICIAL – COUNCILMEMBER JOHN WALDEN, POST #3:** Councilmember Elect John Walden, was sworn into office as Councilmember Post #3 by City Attorney, Dana Miles; he subsequently executed the oath of office. (Exhibit A")
11. **EMPLOYEE RECOGNITION:** Mayor Eason and Council presented Stacy Harris with a two-year service award and the November 2019 Employee of the Month award to Gary Barr.

PUBLIC HEARING

12. **ANX-C2000032A and ZA-C2000032A:** Sachinkumar Patel has petitioned to annex into the city limits of Dawsonville 5 Acres located at 60 Hwy 136 East and being in Land Lots 193 and 194, 13th District, 1st Section as shown on a plat prepared by Nathan McClure dated August 1, 2019 and revised October 1, 2019 and recorded in Plat Book 84 on Page 232; with Warranty Deed being recorded on November 8, 2019 in Deed Book 1377 on Page 150. Applicant is also requesting to rezone from County Zoning of RA (Residential Exurban/Agricultural) to City Zoning of HB (Highway Business). Public Hearing Dates: Planning Commission on December 9, 2019 beginning at 5:30 pm and City Council on December 16, 2019 beginning at 5:30 pm and January 6, 2020 beginning at 5:00 pm.

MINUTES
CITY COUNCIL WORK SESSION AND REGULAR MEETING
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Motion to open a public hearing made by M. French; second by C. Phillips. Vote carried unanimously in favor.

Planning Director Irvin read the annexation and zoning requesting. He stated the Planning Commission recommended approval of the requests with the rezoning to Neighborhood Business not Highway Business and with stipulations.

The following people spoke in favor of the request:

- Harsh Patel, 23 Richmond Drive, Dawsonville – He stated he is in favor of the request.

No one spoke in opposition to the request. Motion to close the public hearing made by M. French; second by C. Phillips. Vote carried unanimously in favor.

BUSINESS

13. **2020 MAYOR PRO-TEM APPOINTMENT**: Motion to appoint Councilmember Tolson as the 2020 Mayor Pro-Tem made by C. Phillips; second by M. French. Vote carried two in favor (Phillips, French) with one recused (Tolson)

WORK SESSION

STAFF REPORTS

14. BOB BOLZ, CITY MANAGER:

- Main Street Park – Phase One has been completed. The landscaping is approximately 75% complete and the fencing is approximately 90% complete. Everlast Construction installed silt fence to start the bathroom construction and Georgia Power is expected to install the streetlights this upcoming week.
- Farmer's Market – A final walkthrough has been completed on this project with two items remaining on the punch list.
- Perimeter Road Sidewalk – Bid opening is December 19, 2019.
- Well #110 Improvements and WPCP Upgrades projects are out to bid.
- Maple Heights Subdivision Paving – Estimates were sought for reclamation which would increase the project cost to approximately \$220,000; recommendation is to resurface the subdivision as originally approved.
- A safety grant has been awarded to the City by LGRMS.

15. **HAYDEN WIGGINS, FINANCE ADMINISTRATOR**: Financial reports representing fund balance and activity provided through November 30, 2019. No questions or comments from Council.

16. **APPROVE 2020 RENEWAL OF PROFESSIONAL SERVICES**: Motion to put legal services out for bid and approve the rest of the professional services as presented made by M. French; motion dies due to lack of a second.

Motion to approve the 2020 Renewal of Professional Services as presented made by S. Tolson; second by C. Phillips. Vote carried two in favor (Tolson, Phillips) with one opposed (French).

MAYOR AND COUNCIL REPORTS

Councilmember Tolson congratulated John Walden and thanked him and his family for their support of the City. He also thanked Alexa Serrano for serving on the Planning Commission.

EXECUTIVE SESSION

MINUTES
CITY COUNCIL WORK SESSION AND REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, December 16, 2019
5:30 P.M.

At 5:56 p.m. a motion to close regular session and go into executive session for Personnel was made by S. Tolson; second by C. Phillips. Vote carried two in favor (Tolson, Phillips) with one opposed (French). (Exhibit "B")

At 6:26 p.m. a motion to close executive session and resume regular session was made by C. Phillips; second by S. Tolson. Vote carried unanimously in favor.

ADJOURNMENT:

At 6:28 p.m. a motion to adjourn the meeting was made by C. Phillips; 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

John Walden, Councilmember Post 3

Mark French, Councilmember Post 4

Attested: _____
Beverly A. Banister, City Clerk

415 Highway 53 E. Suite 100
Dawsonville, Georgia 30534



(706) 265-3256
Fax (706) 265-4214
www.dawsonville-ga.gov

Section 3.16. Oath of officers.

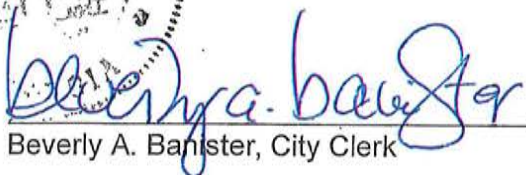
Before a person takes any elected office in the city government, he or she shall take before an officer of the state authorized to administer oaths the following such oath or affirmation:

"I do solemnly swear or affirm that I will faithfully perform the duties of Councilmember, Post 3 of this city, that I will in all respects observe the provisions of the Charter, the Code of Ethics and ordinances of the City of Dawsonville; and that I will support and defend the Charter thereof, as well as the Constitution of the United States and of the State of Georgia. I am not the holder of any unaccounted for public money due this state or any political subdivision or authority thereof. I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which I by the laws of the State of Georgia am prohibited from holding. I am otherwise qualified to hold said office according to the Constitution and laws of the State of Georgia. I have been a resident of my post district 3 and the City of Dawsonville for the time required by the Constitution and laws of this state and by the municipal charter. I will perform the duties of my office in the best interest of the City of Dawsonville to the best of my ability without fear, favor, affection, reward, or expectation thereof. So help me God."

This 16th day of December 2019



John H. Walden, Council Member Post #3



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 December 16, 2019.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5⁵⁶ 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 16th day of December 2019; By the City of Dawsonville, Mayor and Council:



Mike Eason, Mayor



Caleb Phillips, Councilmember Post #1

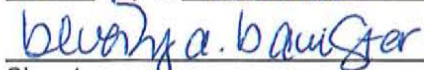


Stephen Tolson, Councilmember Post #2

Jason Power, Councilmember Post #3


Mark French, Councilmember Post #4

Sworn to and subscribed before me this
16 day of December, 2019.



Signature

Notary Public
My Commission expires: 02.18.2020



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



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7b

SUBJECT: APPROVE RENEWAL OF 2020 IT SERVICE CONTRACT

CITY COUNCIL MEETING DATE: 01/06/2020

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 APPROVE RENEWAL OF IT 2020 SERVICE CONTRACT

HISTORY/ FACTS / ISSUES:

- **ALL RECURRING MANAGED SERVICE CHARGES ARE THE SAME AS LAST YEAR**
 - **INCREASES ARE DUE TO ADDITIONAL PERSONNEL AND SERVICES REQUESTED BY THE CITY**
 - **FUNDS AVAILABLE IN FY 2020 BUDGET**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

We have prepared a quote for you



1 Yr 24/7 MSP Renewal for City of Dawsonville

Quote # 010654 Version 1

PREPARED FOR
City of Dawsonville

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P: 770-536-2276 E: alex.burton@halski.com W: www.halski.com

Monday, December 09, 2019

City of Dawsonville
Beverly Banister
415 Hwy 53 #100
Dawsonville, GA 30534
clerk@dawsonville-ga.gov

Dear Beverly,

Managed Services Proposal

Proprietary Notice & Non-Disclosure Statement

By accepting this document, Client agrees that the information contained in this document is provided under an exclusive, perpetual non-disclosure agreement between Halski and Client and cannot be copied, transmitted, excerpted, or otherwise communicated to anyone without the prior written consent of Halski Systems LLC, ("Halski"). Client shall mean the Client shown on the accompanying Service Level Agreement (SLA) of the Client, executed by Client and Halski, by executing the SLA, agrees to all the terms and conditions of this Managed Services Proposal. "Services," as referred to in this document, shall mean those services to be performed by Halski for Client under the SLA, as defined in the SLA.

This package contains proprietary and trade secret information. All data furnished in connection with this package is intended for use in evaluating potential business opportunities with Halski Systems LLC and is considered proprietary information.

Intended recipients of this document shall have the right to duplicate, use, or disclose the data contained herein to the extent necessary to perform their duties in the interest of formulating a business relationship with Halski Systems LLC, **but may not disclose this information in order to obtain competitive quotes from other vendors.**

These restrictions do not limit the right to use information contained herein if said data is obtained from another source, without restriction. These restrictions apply to all media comprising this package.

Statement of Confidentiality

This document contains trade secrets and information that is company sensitive, proprietary, and confidential, the disclosure of which would provide a competitive advantage to others. Therefore, this document shall not be disclosed, used, or duplicated, in whole or in part, for any purpose other than to evaluate the requirements herein.

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Our Solution

Halski's Proactive Managed Services:

The Core Components that comprise our Proactive Managed Services package include:

Technical Account Manager/More Complex Issues:

- Your technical account manager is your main point of contact and coordinates the different departments' efforts.
- Your Technical Account Manager will perform Quarterly Asset True-Ups to ensure your agreement is always up-to-date. Quarterly Asset True-Ups shall mean a review of the number of Client devices utilizing the Services and adjusting the monthly contractual billing accordingly, either down or up.

Vendor Management:

- Reap the benefits of a single point of contact for all your technology vendors.
- With our Vendor Management Program, you will only need to send a single Email, or make a quick phone call to open up a Trouble Ticket, and we will manage all Vendor issues to resolution for you. No matter what they are. No matter how many Vendors are involved.

On-Site Support:

- Should the issue be such that it cannot be resolved remotely, Halski dispatches a technician to your site.

Flat Fee Billing:

- Flat Rate Billing with no surprises with our Flat Rate Services all you need to do is send a single Email, or make a quick phone call to open a Trouble Ticket. We will manage the issue to resolution.
- Managed Device counts, security services and cloud services are billed for actual usage, and may change based on the needs and usage of the end user.

How it Works

The Halski process:

- When Halski engages with you, the first step is to assess the network, create network usage policies, and take all necessary steps to create standardization for ease of use and administration. We want to make the network easy to use for you and easy to manage for us.
- We then install our management agents. The management agent constantly performs checks on the devices and alerts the engineers at Halski's Technical Assistance Center, who in turn, proactively take appropriate steps to prevent the potential issue from becoming problem.
- Using the software tools in the management agent, the engineers at Halski's Technical Assistance Center perform preventive maintenance tasks such as deploying anti-virus updates, patches, removal of spyware, "cleaning" of machines, tuning of servers, updating firewall rules and much more to keep the client's network running optimally.

**Managed Services Agreement
Appendix A**

Response and Resolution Times

The following table shows the targets of response and resolution times for each priority level:

| Trouble | Priority | Response time (in hours) * | Escalation threshold (in hours) |
|----------------------------------------------------------------------------------------------------------------|----------|----------------------------|---------------------------------|
| Service not available (all users and functions unavailable). | 1 | Within 30 minutes | 30 Minutes |
| Significant degradation of service (large number of users or business critical functions affected) | 2 | Within 1 hour | 1 hours |
| Limited degradation of service (limited number of users or functions affected, business process can continue). | 3 | Within 4 hours | 2 hours |
| Small service degradation (business process can continue, one user affected). | 4 | Within 8 hours | 8 hours |

As the escalation threshold is reached, the next Tier of support shall be brought in to resolve the issue.

Support Tiers

The following details and describes our Support Tier levels:

| Support Tier | Description |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tier 1 Support | All support incidents begin in Tier 1, where the initial trouble ticket is created, and the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated. |
| Tier 2 Support | All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers. |
| Tier 3 Support | Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 rd Party (Vendor) Support Engineers to resolve the most complex issues. In the event Halski determines remote resolution is not possible, it will provide onsite support. |



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**Managed Services Agreement
Appendix B (cont.)**

Service Rates

| Labor | Rate |
|----------------------------------------------------|----------------------------------------------------------------------|
| Remote Workstation Management/TAC Team 24x7x365 | INCLUDED |
| Remote Network Management 7am-7pm M-F EST | INCLUDED |
| Remote Server Management 7am-7pm M-F EST | INCLUDED |
| 24x7x365 Network Monitoring | INCLUDED |
| On-site Labor 8am-5pm M-F EST | Included (As Needed in the reasonable determination of Halski) |
| On-Site Labor – After Hours and Weekends | \$175/hour |
| Project Labor | \$150/hour |
| | |

Key Client Commitments:

The following key client commitments are necessary to the development of our work plan and the performance of Halski in our agreement. All fees and expenses set forth in this section are, therefore, contingent upon the accuracy of these client commitments and are subject to change in the event that client does not meet these commitments. Therefore, Client should verify the accuracy of pricing by carefully reviewing the following commitments:

- o Client will work closely with Halski, providing necessary personnel and timely responses in the development of the deliverables.
- o Client personnel with decision-making authority will respond as necessary in order to complete the identified tasks.
- o Client will make a knowledgeable employee readily available to Halski during all down-time or trouble situations.
- o Halski Systems LLC will not be held responsible for delays in the time table due to the unavailability of information or resources from Client.
- o Upon request, Client will provide timely and accurate information related to the success of this maintenance contract.
- o In order to ensure project success in a timely manner, Client will provide timely access to all necessary client resources and project team.
- o A client recognizes that requested upgrades and additions, which fall outside this Contract, will be billed at a rate determined on a separate project basis. This will include, but not be limited to, network infrastructure upgrades, office moves, network moves, or similar changes to the network.



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- o Client recognizes that this Contract is a labor-only contract for repair and maintenance and does not cover hardware or software (unless otherwise specified). All hardware that is necessary in order to repair Client's infrastructure will be paid for separately, outside of this contract.
- o Client agrees to designate a point of contact with responsibility and authority for review and approval of deliverables under this Contract.
- o Client end users will allow Halski Systems LLC personnel access to desktops and servers in a timely fashion. If access is denied by the end user, the ticket ("ticket" shall mean a call to the TAC team or an electronically opened ticket at the TAC site) will be resubmitted to the ticketing queue. The ticketing queue will be responded to, first in first out, unless assigned a higher priority by the manager. If access is denied three times the ticket may be closed.
- o Client will provide a work area and access to systems and personnel as jointly agreed upon by Client and Halski Systems, LLC (hereinafter "the Parties"). Since time is a critical factor in this contract, Client will have the work area and access to systems and personnel available to Halski Systems, LLC as soon as possible.
- o Client is required to have a current support, or maintenance contract on all software/hardware supplied by client. All licensing, install media, upgrades, maintenance cost of third party software is not included in this agreement. Halski will support 3rd party software/hardware on a best effort basis as long as it is supported under a maintenance agreement. This does not include modifications to application, database and software upgrades, etc.

Halski Systems LLC Responsibilities

- o Halski Systems LLC agrees to assign necessary personnel in order to project manage all activities of this Contract and to serve as the primary point of contact with the Client team.
- o Halski Systems LLC will provide progress reports on the status of all work in progress on a regular basis.
- o Halski Systems LLC will inform Client of any delays, as well as all alternatives to resolving delays, as soon as is reasonably possible.
- o Halski Systems will assure project management during the contract term and will provide proper reporting on time used on behalf of client.

Trouble tickets Process:

TAC Team:

The TAC Team (Help Desk) services will be available 24x7x365. Simply call 770-536-2276, or Toll Free 866-260-4457, option 1 to speak with a TAC Team technician, email ticket request to TAC@halski.com.

Call backs:

On a call back, the Engineer Team will leave a voicemail for the client. If the call is not returned the Engineer will make at least 3 additional attempts to contact the client. If the client has not responded to the Engineer after the third attempt, the ticket will be marked completed.



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General Terms of Agreement

1.0 Term. This Agreement is effective upon the date signed, and shall remain in force for a period of (1) one year. The Service Agreement will automatically renew monthly beginning on the day immediately following the end of the preceding Term unless either party gives the other notification of non-renewal not less than 30 days before the end of the initial term or any renewal term.

2.0 Termination for Cause. This Agreement may be terminated for Cause by either Party (the Parties to this Agreement are Halski Systems, LLC (Halski) and the Client shown on the execution page of this Agreement (Client)) upon thirty (30) days' written notice in the following circumstances:

a. By Client. To terminate your account based upon Halski's material breach of the terms of this Agreement, Client must provide to Halski, as described in section 9.0 of this Agreement (titled "Notices"), a complete description of Halski's alleged breach and allow Halski 30 days to cure any such breach to within the requirements of this Agreement. If the breach is not cured within 30 days of that notice from Client (or, if the cure is such that it cannot be completed in 30 days, and Halski does not both commence the cure within the 30 days and consistently pursue it to completion), then this Agreement shall be terminated. Notwithstanding the foregoing, termination "for cause" by Client under the provision of this Section 2.0a shall not be applicable in the event that any such alleged breach is a direct, proximate, and exclusive result of external circumstances beyond Halski's control, or due to negligent, willful misconduct, or breach of this agreement by Client.

b. By Halski. Halski may terminate this agreement and all services to Client upon 30 days' notice (termination for cause) for any material breach of this Agreement by Client, which includes but is not limited to failure to make payment when due, violation of our acceptable use or email use policy; or any other breach of this Agreement which remains uncured beyond sixty (60) days after notice of breach; or Client failure to provide and keep current all administrative contact and billing information. If Halski terminates this Agreement for cause under this paragraph, Halski is not obligated to refund any fees. Termination for cause will not cancel or waive any fees owed to Halski under the Agreement through the Term.

c. Termination by Client with Fee. If Client cancels this Agreement for any other reason than for cause, Client must: Provide Halski at least 60 days' prior written notice of the termination and, with such notice, pay Halski a termination fee (the "Termination Fee") equal to the average of the monthly payments made under the Agreement multiplied by the lesser of 24 months or the number of months remaining in the Initial Term or any Renewal Term. Client data must be removed from the resources by the Termination date. The Termination Fee is not intended to and shall not serve as a penalty. The Termination Fee is intended as liquid damages which the parties agree is a reasonable and good-faith approximation of damages which will be incurred by Halski in the event of an early Termination of this Agreement without cause, and which would otherwise be difficult or impossible to calculate. The Termination does not represent Halski's sole or exclusive remedy if Client should Terminate this Agreement without cause and shall not serve as a waiver of any other damages to which Halski may be entitled to seek recovery.

d. Effect of Termination. Upon Termination or expiration of this Agreement, all rights and obligations hereunder shall immediately cease (including any of Halski's obligation to back-up Client's data), except such Termination shall not terminate, limit, or restrict the rights and remedies of either Client or Halski to redress for the other's breach or violation (which remedies are cumulative), and (i) any amounts owed to Client or Halski under this Agreement before such Termination or expiration shall be immediately due and payable, and (ii) Client shall promptly discontinue using the Services and shall cease to have access to the Services. Halski will assist client in the orderly Termination of services, including timely transfer of the services to another designated provider. Transition to another provider must be completed before this agreement terminates. If Client does have another provider or they do not meet or will not meet the deadline for transitioning Client's account, Halski will provide Client with a copy of Client's data upon 14 days' advance written request. All requests must be in the form of a written request, as described in the section of this agreement (titled "Notices"). Client agrees to pay Halski for rendering such assistance at current hourly support rates plus hardware costs. Client data and account settings shall be irrevocably deleted immediately upon Termination, including but not limited to, server and desktop content, web site content, databases, and e-mail messages.

e. Refunds/Fees for Termination by Client Without cause. Fees for non-recurring services and set up fees shall not be refunded. Any fees previously waived or discounts applied may be reinstated if you terminate the account during the term or if you breach this Agreement.

3.0. Billing and Payments

a. Standard Hardware/Software/Licensing products (non-MSP) will be invoiced upon delivery to Halski. Payments are due 30 days following invoice date, unless otherwise specified. Late fees of 5% of the amount past due will be assessed on all late

payments.

b. Halski at its sole discretion and without waiving other rights or remedies it may have, may suspend, interrupt, or disconnect Cloud Hosting Services under this Agreement if payment is not received within 45 days of due date. Suspended accounts will be charged a \$750 reinstatement fee.

c. If there are any questions relating to the Services or the charges, we will be pleased to discuss them with you at the earliest possible time after you have been billed. Accordingly, we must receive notice of billing disputes within thirty (30) days of the date your account was invoiced for the Services or you shall be deemed to have finally and irrevocably accepted such charges and waived any right to dispute them.

d. Assignment. Neither this Agreement nor any rights or obligations of Halski here under may be assigned, sold, or otherwise transferred by Client in whole or in part (including by merger, reorganization, consolidation, sale of all or any portion of the assets of Client or change in control of Client) without the prior written approval of Halski. For the purposes of the Section 3.0, a change control means a change in the persons or entities who control fifty (50%) or more of the equity securities or voting interest of Client as of the date of this Agreement. Client agrees and acknowledges that Halski may, in its sole discretion, assign this Agreement and any of its rights or obligations to any affiliate of the Halski or successor in interest.

4.0. Taxes

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Halski for the state of use.

5.0. Representations and Warranties

a. Mutual Representations. Client and Halski represent and warrant to the other that:

1. Each has full power and authority and the legal right and capacity to enter into this Agreement and to perform its obligations hereunder.
2. The execution and delivery of this Agreement and the performance of its obligations hereunder do not conflict with or constitute a default under any applicable laws or contract to which either is a party.

b. Client Representations. Client represents and warrants that:

1. Client holds title to or is otherwise authorized to use Client's domain name
2. Client and its authorized users will not knowingly or negligently transmit through, or place on, Halski's servers any material, data, software or products placed on our servers that contain any malicious code (including without limitation, disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, computer viruses and mechanisms that may disable or negatively impact the servers) or other computer programming defects
3. Client and each authorized user will comply with all applicable laws
4. Client and each authorized user will not transmit any bulk e-mail or spam, any content that infringes any intellectual property rights of any third party, any threatening or obscene materials, or any defamatory, libelous, or other actionable content or statements
5. The person signing this Agreement has the authority to bind you to its terms and conditions.

c. Halski Representations. Halski represents and warrants that:

1. The work performed by us under this Agreement will be performed in a professional and workmanlike fashion according to prevailing industry standards. The products provided by us will not knowingly infringe upon the intellectual property of any third party.

6.0 Disclaimer of Warranties; Limitation of Damages

a. The express, but limited, warranties in section 5.0, above, are in lieu of all other warranties, express, implied or statutory, regarding the services to be provided under this Agreement and, except for those warranties set forth in Section 5.0 above, Halski and our affiliates specifically disclaim all other warranties of any kind, whether express or implied, including, but not limited to all warranties of merchantability, fitness for a particular purpose, title and non-infringement, any warranties arising from course of dealing, course of performance or trade usage, any warranty against interference with Client enjoyment of the information, any warranty against infringement regardless of whether the action arose inside or outside the United States, any warranty against inaccuracy, any warranty of systems integration, or any warranty that Halski's obligations under this agreement will fulfill any of Client's particular purposes or needs.

b. Subject to the warranties contained in section 5.0 above, we provide the services as-is. Client acknowledges that there is no



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warranty of uninterrupted or error-free service or accuracy or reliability, beyond those specifically provided for in section 5.0 above.

c. HALSKI AND OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER DIRECT OR INDIRECT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR OTHER TORTS), EVEN IF HALSKI HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF DIRECT DAMAGES IS NOT A SATISFACTORY REMEDY. HALSKI AND OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY LOST REVENUE OR FOR ANY LOST PROFITS. HALSKI AND OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY LOST, IMPROPERLY ACCESSED, OR DAMAGED CONFIDENTIAL INFORMATION OR DATA (INCLUDING CUSTOMER DATA OR INFORMATION RELATING TO END USERS), UNLESS STEMMING DIRECTLY, PROXIMATELY, AND EXCLUSIVELY FROM OUR NEGLIGENT OR INTENTIONAL WRONGDOING, INCLUDING LOSS FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR DIRECTORIES, LOSS OF DATA, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.

d. CLIENT ACKNOWLEDGES AND AGREES CLIENT HAS RELIED ON NO WARRANTIES EXCEPT HALSKI'S LIMITED EXPRESS WARRANTY IN SECTION 5.0 ABOVE.

e. Client agrees that the total liability of Halski and our Affiliates and the sole remedy of Client and any authorized user for any claims regarding the Services is limited to the credits set forth in the Service Level Agreement or credits equal to the amount of damage incurred as a result of Halski's breach of the warranties contained in section 5.0, above. Notwithstanding the foregoing, Halski's cumulative and/or aggregate liability in connection with this Agreement and the Services, whether in contract, tort or otherwise, shall not exceed the equivalent of the amount paid to Halski under this Agreement during the six months preceding the events giving rise to such liability. The existence of more than one claim shall not enlarge that limitation of liability.

f. Halski is not obligated to exercise any control over the content of the information passing through our network except those controls expressly provided in this Agreement.

7.0. Indemnity

a. Halski Indemnity. Halski shall indemnify, defend, and hold Client, its, directors, officers, members, shareholders, managers, employees, agents representatives, subsidiaries and affiliates, harmless against claims, suits, losses, liabilities, costs, and expenses (including, but not limited to, attorneys' fees and court costs) based upon any third party claim that Halski's technology used to provide the Services infringe or misappropriate any patent, copyright, trade secret or trademark of such third party. Notwithstanding the foregoing, in no event shall Halski have any obligations or liability under this Section arising from: (a) use of any Services in a modified form or in combination with materials not furnished by us, and (b) any content, information or data provided by Client or through Client.

b. Client Indemnity. Client shall indemnify, defend, and hold Halski and its directors, officers, members, shareholders, managers, employees, agents, representatives, subsidiaries and affiliates, harmless against any claim, suit, losses, liabilities, costs, and expenses (including, but not limited to, attorneys' fees and court costs) based upon any third party claim (a) based on or arising from a breach of Client's representations, covenants and agreements hereunder, (b) arising out of Client's sale or Client's use, (including use by persons claiming through Client, such as End Users) of Services in violation of the Agreement.

c. Indemnification Conditions. An Indemnitee seeking indemnification pursuant to the prior paragraph shall (i) promptly notify the indemnitor in writing of the claim for which indemnification is sought; (ii) make a reasonable effort to provide the indemnitor with the information and material in indemnitee's possession regarding the claim, (iii) furnish the indemnitor such assistance as indemnitor may reasonably request in connection with the investigation, settlement and defense of the claim; (iv) grant the indemnitor sole control over the resolution of the claim (including, if applicable, the defense and settlement of it); provided, however (a) Indemnitee may participate in such resolution at indemnitee's option and expense, and (b) indemnitor shall not resolve or settle any claim in any manner without indemnitee's prior written consent, which consent shall not be unreasonably withheld or delayed, unless such resolution is solely for the payment of money and includes a full and unconditional release of the indemnitee. Indemnitor shall not be liable hereunder for any settlement entered into by Indemnitee without Indemnitor's prior written consent, which consent shall not be unreasonably withheld or delayed.

8.0. Confidentiality

a. Confidential Information Defined. As used in the Agreement, "Confidential Information" means (a) the terms and conditions of this Agreement; (b) each party's trade secrets, current or future business plans, strategies, opportunities, methods and/or practices; and (c) other information relating to either party that is not generally known to the public, including information about either party's personnel, customer, designs, protocols, know-how, processes, costs, prices, finances and research and development. In addition, each party agrees that all processes and protocols provided by the other party hereunder are



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Confidential Information of such other party. Confidential Information specifically excludes (i) information that is now in the public domain or subsequently enters the public domain by publication or otherwise through no action or fault of the other party; (ii) information that is known to either party without restriction, prior to receipt from the other party under the Agreement, from its own independent sources as evidenced by such party's written records, and which was not acquired, directly or indirectly, from the other party; (iii) information that either party receives from any third party reasonably known by such receiving party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; and (iv) information independently developed by a party's employees or agents; provided that such party can show that those same employees or agents had no access to or use of the Confidential Information received hereunder.

b. Mutual Non-Disclosure. Each party agrees and acknowledges that, as a result of negotiating, entering into and performing the Agreement; such party has and shall have access to certain of the other party's Confidential Information. Each party also understands and agrees that misuse and/or disclosure of that information could adversely affect the other party's business. Accordingly, the parties agree that each party shall (i) use and reproduce the other party's Confidential Information only for the purposes of the Agreement and only to the extent necessary for such purpose; (ii) restrict disclosure of the other party's Confidential Information to its employees, consultants or independent contractors with a need to know; and (iii) not disclose the other party's Confidential Information to any third party without prior written approval of such other party. Notwithstanding the foregoing, it shall not be a breach of the Agreement for either party to disclose Confidential Information of the third party if required to do so under law or in a judicial or other governmental investigation or proceeding, provided the other party has been given prior notice and the disclosing Party has sought all reasonably available safeguards against widespread dissemination prior to such disclosure.

9. General

a. Governing Law. This Agreement shall be governed by the laws of the State of Georgia.

b. Entire Agreement. It constitutes the entire Agreement between Customer and Service Provider regarding all relevant aspects of the subject matter of this Agreement and supersedes all prior understandings and agreements, if any and whether oral or in writing, between you and us regarding such subject matter.

c. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any other person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby if the essential provisions of this Agreement for each party remain valid, binding and enforceable.

d. Waiver; Modification. The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement. The waiver by either or both parties of the time for performing any act under this Agreement shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law or in equity, and the provision in this Agreement for any remedy shall not exclude other remedies unless they are expressly excluded.

e. Force Majeure. If the performance of this Agreement of any obligation other than a monetary obligation (e.g., your obligation to pay us for the Services) is prevented, restricted, or interfered with by reason of fire or other casualty or accident; terrorism, power outage, strike(s) or labor dispute(s); inability to procure raw material power or supplies on commercially reasonable terms after commercially reasonable efforts; war or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government, government's agency, or inter-governmental body; or any other act or condition whatsoever beyond the reasonable control of the parties hereto, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interferences; provided that the party so affected shall use its best efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder with the utmost dispatch whenever such causes are removed; and, provided further, that no such occurrence shall extend the term of this Agreement. The failure of a third-party service provider of either Client or Halski to perform its contractual obligations shall not be deemed to be a cause beyond Client's or Halski's reasonable control, unless such failure is caused by a force majeure event.

f. Notices. All notices and demands which any party is required or desires to give to another shall be given in writing by United States registered or certified mail, return receipt requested, by personal delivery, by telegram or by express courier service, or electronic facsimile to the address in the Facing Page. Either party may update our address at any time. Subject to the next sentence, all notices and demands given by mail shall be effective on the second business day after mailing; all notices and demands otherwise given as provided above shall be effective upon receipt by the party to whom notice or a demand is being



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given. The rejection or other refusal to accept a notice, or the inability to deliver a notice because of a change of address where no notice was given hereunder of such change in address for purposes of notices and demands hereunder, shall be deemed to be receipt of the notice sent, and such notice shall be effective as of the date the notice was sent or given.

g. Relationship of Parties. Neither party is granted any right or authority to assume or create any obligation or responsibility on the other party's behalf, nor is a party in any way liable for any of the other party's debt or any of the other party's obligations to a third party (with Reseller's obligations to Customer being such an obligation to a third party). Halski's and Client's relationship is that of parties commercially contracting for services on an independent contractor basis.

h. Remedies. The rights and remedies of each party under this Agreement are cumulative. Notwithstanding any other provision of this Agreement, the parties agree a breach by that party under this Agreement shall cause irreparable harm for which recovery of money damages would be inadequate and that, in addition to any and all remedies available at law, the other party shall be entitled to seek timely injunctive relief to protect their rights under this Agreement.

i. Attorneys' Fees. If any action litigated or otherwise, is necessary to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, related expenses, and costs, in addition to any other relief to which it may be entitled.

j. Assignment. Neither this Agreement nor any rights or obligations of Halski hereunder may be assigned, sold, or otherwise transferred by Client in whole or in part (including any merger, reorganization, consolidation, sale of all or any portion of the assets of Customer or change in control of Client) without the prior written consent of Halski. Client agrees and acknowledges that Halski may, at its sole discretion, assign this Agreement and any of its rights or obligations to any affiliate of Halski or successor in interest.




10. No Recruiting or Hiring of Employees/Personnel

During the Term of this Agreement and for a period of two (2) years thereafter, neither the Client nor HALSKI, shall in any manner directly or indirectly solicit, recruit, or engage in passive hiring efforts, attempt to recruit, hire or attempt to hire any employee or consultant of the other party. Employee or consultant shall include any person who has worked as an employee, independent contractor, or consultant for a party within 6 months of the date of hire by the other party. The Parties recognize that no remedy at law for damages may be adequate to compensate the injury to the non-breaching Party as a result of a breach of the provisions of this Section 10.0 and, therefore, the Parties agree that the non-breaching Party shall be entitled to temporary and permanent injunctive relief against the initiating Party. Such relief shall not limit any other remedies, including a suit for money damages that the Parties may have as a result of the other Parties failure to strictly comply with the provisions of this Section. Notwithstanding the prohibition contained herein, if Client wishes to hire a Halski employee or consultant, Client may hire such person upon payment to Halski of 25% of the former employee's or consultant's Total Compensation paid by Halski to the employee or consultant in the 12 months prior to his or her departure. "Total Compensation" shall mean all payments of salary, wages, employer share of taxes, employer share of fringe benefits, and any bonus or independent contractor payments made during the 12-month period, whether paid to the person as an employee, independent contractor, or through a wholly owned company of such person.



A handwritten signature in black ink, appearing to read "AB", enclosed within a hand-drawn oval.

Alex Burton
Strategic Account Manager
Halski Systems



Software Services

| Description | Recurring | Qty | Ext. Recurring |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----|-----------------|
| SK26431  Office 365 Office 365: Exchange Online Plan 1 - MS Exchange Online - 50 GB Mailbox Size - Send up to 150 MB Messages - Anti-Spam Protection via Exchange Online Protection | \$4.00 | 15 | \$60.00 |
| SK26439  Office 365 Office 365: Business Premium - Online, Local & Mobile versions of Office applications - 1TB OneDrive cloud storage - Exchange email, calendar - Lync online meetings - Skype for Business - SharePoint team sites - Yammer enterprise social - Active Directory integration - One License Covers up to 5 Devices - Max 300 Small Business User Count | \$12.50 | 12 | \$150.00 |
| SK26438  Office 365 Office 365: Business Essentials - Online Only versions of Office applications - 1TB OneDrive cloud storage - Exchange email & calendar - Lync online meetings, IM - SharePoint team sites - Yammer enterprise social - Active Directory integration - Max 300 Small Business User Count | \$5.00 | 1 | \$5.00 |
| Recurring Subtotal: | | | \$215.00 |



Security Services

| Description | Recurring | Qty | Ext. Recurring |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----|-----------------|
| M2  mimecast Mimecast M2 - 100% Virus Filtering - 99.5% Spam Filtering - DLP - Strip and Link Large Attachments - Real Time Continuity – 100% Email Uptime SLA - Stationary and Disclaimer Management - Access from Outlook, Web Portal, Mobile Devices and iPads - Protection against Spear Phishing, Phishing, and Whaling Impersonation Protection, Attachment Scanning and Sandboxing URLs re-written in inbound emails - Administrator Notifications - Threat Dashboard, and Granular Logging | \$4.75 | 22 | \$104.50 |
| DropSuite_Archive  Dropsuite DropSuite Backup + Archiving (per seat, per month) DropSuite Backup + Archiving (per seat, per month) | \$4.00 | 22 | \$88.00 |
| Recurring Subtotal: | | | \$192.50 |





Cloud Services

| Description | Recurring | Qty | Ext. Recurring |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----|-----------------|
| Software Suite  Halski End User Software Suite Halski End User Software Suite - Managed AV - Content Filtering - Monitoring - Patch Management - Cisco Umbrella - SPAM Filter Workstations: - EXEC CHAMBER-PC - TRAINING - CITYMGR-LAPTOP - PUBLICWORKS - PODIUMLAPTOP - WATER-SHOP | \$10.00 | 6 | \$60.00 |
| Hosted Backups  Halski Cloud Hosted Backups, per GB - Cloud Backups - Automatic nightly backups - Standard 7 day retention period - Industry-best deduplication rates and backup Windows | \$0.50 | 850 | \$425.00 |
| Recurring Subtotal: | | | \$485.00 |


Managed Services

| Description | Recurring | Qty | Ext. Recurring |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----|----------------|
| Managed Workstation  Managed Workstation (Desktop/Laptop) - Unlimited Phone Support - Unlimited Remote-Control Support - Online Trouble Ticket Management - Microsoft Patch Management - Antivirus Software Management & Updates - Antimalware Software Management & Updates - Security Essentials Package Includes: - Managed Anti-Virus - Managed Anti-Malware - Cisco Umbrella | \$75.00 | 14 | \$1,050.00 |
| Managed Access Points  - Unlimited Remote Control Support - Online Asset Management | \$15.00 | 4 | \$60.00 |

Managed Services

| Description | Recurring | Qty | Ext. Recurring |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----|-------------------|
| Managed Physical / Onsite Server Managed Physical Server  <ul style="list-style-type: none"> - Unlimited Phone Support - Unlimited Remote Control Support - Microsoft Patch Management - Event Log Monitoring - Drive Space Monitoring - User Account Administration - File Sharing Permission Administration - Online Trouble Ticket Management - Security Essentials Package Includes: <ul style="list-style-type: none"> • Managed Anti-Virus • Managed Anti-Malware • Cisco Umbrella | \$260.00 | 1 | \$260.00 |
| Managed Hosted / Virtual Server Managed Hosted Server  <ul style="list-style-type: none"> - Unlimited Phone Support - Unlimited Remote Control Support - Microsoft Patch Management - Event Log Monitoring - Drive Space Monitoring - User Account Administration - File Sharing Permission Administration - Online Trouble Ticket Management - Security Essentials Package Includes: <ul style="list-style-type: none"> • Managed Anti-Virus • Managed Anti-Malware • Cisco Umbrella | \$160.00 | 1 | \$160.00 |
| Managed Switches Managed Switches  <ul style="list-style-type: none"> - Unlimited Remote Control Support - Online Asset Management | \$50.00 | 2 | \$100.00 |
| Managed Firewalls Managed Firewalls  <ul style="list-style-type: none"> - Unlimited Remote Control Support - Online Asset Management | \$50.00 | 1 | \$50.00 |
| Recurring Subtotal: | | | \$1,680.00 |

7 x 24 Services

| Description | Recurring | Price | Qty | Ext. Recurring | Ext. Price |
|-------------------------------------------------------------------------------------------------------------------------------|-----------|--------|-----|----------------|------------|
| 7x24x365TAC 7 x 24 Services Uplift  | \$0.00 | \$0.00 | 1 | \$0.00 | \$0.00 |

1 Yr 24/7 MSP Renewal for City of Dawsonville



Prepared by:
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Alex Burton
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Prepared for:
City of Dawsonville
415 Hwy 53 #100
Dawsonville, GA 30534
Beverly Banister
(706) 265-3256
clerk@dawsonville-ga.gov

Quote Information:
Quote #: 010654
Version: 1
Delivery Date: 12/09/2019
Expiration Date: 12/16/2019

Recurring Expenses Summary

| Description | Amount |
|-------------------------|-------------------|
| Software Services | \$215.00 |
| Security Services | \$192.50 |
| Cloud Services | \$485.00 |
| Managed Services | \$1,680.00 |
| Recurring Total: | \$2,572.50 |

CONFIDENTIALITY: This document contains trade secrets and information that is company sensitive, proprietary, and confidential, the disclosure of which would provide a competitive advantage to others. Therefore, this document shall not be disclosed, used, or duplicated, in whole or in part, for any purpose other than to evaluate the requirements herein.

PROPRIETARY NOTICE: By accepting this document, Client agrees that the information contained in this document is provided under an exclusive, perpetual non-disclosure agreement between Halski and Client and cannot be copied, transmitted, excerpted, or otherwise communicated to anyone without the prior written consent of Halski Systems LLC, ("Halski"). Client shall mean the Client shown on the accompanying Service Level Agreement (SLA) of the Client, executed by Client and Halski, by executing the SLA, agrees to all the terms and conditions of this Managed Services Proposal. "Services," as referred to in this document, shall mean those services to be performed by Halski for Client under the SLA, as defined in the SLA.

- This package contains proprietary and trade secret information. All data furnished in connection with this package is intended for use in evaluating potential business opportunities with Halski Systems LLC and is considered proprietary information.
- Intended recipients of this document shall have the right to duplicate, use, or disclose the data contained herein to the extent necessary to perform their duties in the interest of formulating a business relationship with Halski Systems LLC, but may not disclose this information in order to obtain competitive quotes from other vendors.
- These restrictions do not limit the right to use information contained herein if said data is obtained from another source, without restriction. These restrictions apply to all media comprising this package.


PAYMENT TERMS: Standard Hardware/Software/Licensing products (non-MSP) will be invoiced upon delivery to Halski. Payments are due 30 days following invoice date, unless otherwise specified. Late fees of 5% of the amount past due will be assessed on all late payments. It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Halski for the state of use.



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Halski Systems

City of Dawsonville

Signature: 
Name: Alex Burton
Title: Strategic Account Manager
Date: 12/09/2019

Signature: _____
Name: Beverly Banister
Title: _____
Date: _____



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7c

SUBJECT: APPROVE AMENDMENT TO AGREEMENT FOR FARMER'S MARKET
CONSTRUCTION CONTRACT

CITY COUNCIL MEETING DATE: 01/06/2020

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 APPROVE AMENDMENT TO AGREEMENT FOR FARMER'S MARKET CONSTRUCTION
CONTRACT**

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

**AMENDMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Whereas, the City of Dawsonville, a Georgia municipal corporation (the "City") entered into an Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) (the "Contract") with Magnum Contracting, LLC, a Georgia Limited Liability Company ("Magnum") dated June 13, 2019 for the construction of the Dawsonville Farmer's Market project (the "Project");

Whereas, the City and Magnum have entered into two change orders on the Project dated September 25, 2019 and December 19, 2019;

Whereas, the Project is nearing completion with the last remaining item of Work being the final top coat of asphalt over all paved surfaces at the Project, the striping of the parking areas and signage for the Project (the "Remaining Work") which cannot be installed until weather permits; and

Whereas, the City and Magnum desire to enter into this Amendment to Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) (the "Amendment") in order to define their rights and responsibilities on the Project until the Remaining Work is done and Substantial Completion is achieved in the opinion of Davis Engineering & Surveying, LLC (the "City Engineer").

Now, therefore, in consideration of the mutual promises and benefits accruing to each of the parties hereunder, they agree to this Amendment as follows:

1. Performance and payment bonds that are in place under Article 6 of the General Conditions of the Contract are released effective one year from the effective date of this Amendment for all work completed to date. The value of the Remaining Work to be completed under the Contract is \$26,670.26 in the estimate of the City Engineer. Thus, performance and payment bonds shall be reduced one year from the effective date of this Amendment to \$26,670.26 and shall remain in place at that level until one year following final completion and acceptance by the City.
2. Magnum's warranty as set forth in Paragraph 7.17 and 15.08 of the General Conditions of the Contract on all work completed to date shall begin on the effective date of this Amendment and will start for the Remaining Work when it is completed and accepted by the City.
3. Existing retainage on all completed work as set forth under Paragraph 6 of the Contract shall be released and paid to Magnum with ten (10) business days of the effective date of this Amendment less the sum of \$33,337.83 reflecting 125% of the value of the Remaining Work which shall remain as retainage until completion of the Remaining Work and acceptance by the City.
4. The Remaining Work shall be completed by Magnum on or before March 31, 2020.
5. Possession of the Project is turned over to the City as of the effective date of this Amendment and Magnum is authorized to reduce its builder's risk insurance on

the Project as set forth in Article 6 of the General Conditions of the Contract to an amount commensurate with the value of the Remaining Work.

6. All terms and conditions not specifically modified by this Amendment shall remain in full force and effect.

So Agreed, effective this the 7th day of January, 2020.

City of Dawsonville,
a Georgia municipal corporation

Magnum Contracting, LLC

By: _____
Mike Eason, Mayor

By: _____

Attest: _____
Beverly Banister, Clerk

Attest: _____

Approved: Davis Engineering & Surveying, LLC

By: _____
Rachel Burton, PLA



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7d

SUBJECT: APPROVE BID SELECTION FOR PERIMETER ROAD SIDEWALK CONSTRUCTION

CITY COUNCIL MEETING DATE: 01/06/2020

BUDGET INFORMATION: GL ACCOUNT # _____

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

PURPOSE FOR REQUEST:

TO AWARD BID SELECTION FOR PERIMETER ROAD SIDEWALK CONSTRUCTION TO THE LOWEST BID OF \$99,628.00 TO JERRY TOWNLEY CONCRETE

HISTORY/ FACTS / ISSUES:

BID OPENING OCCURRED DECEMBER 19, 2019 WITH FIVE BIDS RECEIVED AS FOLLOWS:

- DAF CONCRETE – NONRESPONSIVE
- EXCELLERE CONSTRUCTION - \$128,700.00
- JERRY TOWNLEY CONCRETE - \$99,628.00
- SUMMIT CONSTRUCTION - \$202,525.61
- TRI-SCAPES, INC. - \$223,155.70

PROJECT BUDGETED IN SPLOST VI

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Trampas Hansard, Public Works Director



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8

SUBJECT: RECOGNITION OF COUNCILMEMBER POWER

CITY COUNCIL MEETING DATE: 01/06/2020

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 COUNCILMEMBER POWER'S SERVICE TO THE CITY

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 9

SUBJECT: EMPLOYEE RECOGNITION

CITY COUNCIL MEETING DATE: 01/06/2020

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO RECOGNIZE AND PRESENT THE DECEMBER EMPLOYEE OF THE MONTH, FALL EMPLOYEE OF THE QUARTER AND THE 2019 EMPLOYEE OF THE YEAR

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 10

SUBJECT: ANX-C2000032A /ZA-C2000032A Patel

DATE(s): 12-16-2019 CITY COUNCIL MEETING 1 01-06-2020 CITY COUNCIL MEETING 2

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST: **SECOND PUBLIC HEARING AND VOTE**

Mr. Sachinkumar Patel has requested annexation into the City of Dawsonville and an amendment to the current zoning ordinance for a portion of TMP 091 012 consisting of 5 acres, located at 60 Hwy 136 East.

HISTORY/ FACTS / ISSUES

Property is Currently Unincorporated and Current Zoning is R-A
Requested to be annexed and zoned HB

Staff originally recommended approval, Planning Commission recommended denial due to legal issue brought forth by City Attorney. Tax Map cannot be split with one portion annexed while the other remains unincorporated. Property has since been purchased by Mr. Patel alleviating any legal issues.

PC recommended approval of annexation and a zoning to NB (Neighborhood Business) with the stipulations listed below. PC raised concerns that the applicant did not provide a specific plan of action for the property.

OPTIONS:

Approve/Deny or Table

Approve with stipulations: 1. Twenty-five percent of the trees removed be replaced. 2. A 30-foot planted buffer be installed around the perimeter of any development. 3. The Planning Department, the Planning Commission and the Mayor and Council shall approve any proposed site plan. 4. When development of said parcel occurs a security fence no less than six feet in height shall be erected around any development but shall not be required around the entirety of the parcel unless said development encompasses such. 5. Any proposed security lighting shall be full cutoff, downlight only and shall be placed to avoid light spillage onto neighboring properties.

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Development

REQUESTED BY: R. Irvin



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

SUBJECT: ANX-C2000032A /ZA-C2000032A Patel

LOCATION: 60 Hwy 136 East

HEARD BY PLANNING COMMISSION ON: 12/09/2019

TO BE HEARD BY CITY COUNCIL ON:

DATE(s): 12/16/2019 WORK SESSION 01/06/2020 CITY COUNCIL MEETING

ADDITIONAL HISTORY/ FACTS/ ISSUES DISCOVERED AT PLANNING COMMISSION:

PC recommended approval of annexation and a zoning to NB (Neighborhood Business) with the stipulations listed below. PC raised concerns that the applicant did not provide a specific plan of action for the property.

ACTION TAKEN: X APPROVE DENY

REASON FOR DENIAL:

STIPULATIONS:

OR SEE MINUTES

1. Twenty-five percent of the trees removed be replaced.
2. A 30-foot planted buffer be installed around the perimeter of any development.
3. The Planning Department, the Planning Commission and the Mayor and Council shall approve any proposed site plan.
4. When development of said parcel occurs a security fence no less than six feet in height shall be erected around any development but shall not be required around the entirety of the parcel unless said development encompasses such.
5. Any proposed security lighting shall be full cutoff, downlight only and shall be placed to avoid light spillage onto neighboring properties.

PLANNING DIRECTOR: _____

DATE: 12-10-19

PC CHAIR OR DESIGNEE: _____

DATE: 12/10/19



December 2, 2019

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

Re: Staff Recommendation; ANX-C2000032A and ZA-C2000032A

Mr. Lindsey and Commission,

Mr. Sachinkumar Patel has requested annexation into the City of Dawsonville and an amendment to the current zoning ordinance for a portion of TMP 091 012 consisting of 5 acres, located at 60 Hwy 136 East.

Current conditions and request are as follows:

- Said property is currently within the jurisdiction of Dawson County and zoned RA (Residential/Exurban Agricultural).
- The applicant has completed the purchase of the property.
- The applicant is requesting annexation into the City of Dawsonville and a change in zoning to HB (Highway Business).
- The parcel in question is at the intersection of two state highways Hwy 9 and Hwy 136. All other corners of this intersection have previously been annexed two of which are zoned HB and the other R-1 with a nonconforming grandfathered business at that location.
- It is typical to see the corners of a rural intersection to experience commercial growth of this nature, mixing new appropriate commercial zonings with older grandfathered uses typically with service type businesses such as gas stations, small markets, etc.
- The adjoining residential properties both the annexed and unincorporated parcels are owned by the seller and or family of the seller of the parcel in question and no objections have been raised by them.

This request is consistent with the City of Dawsonville Comprehensive Plan.

I have spoken with adjoining property owner who are in favor of this request with the condition that a security fence be erected around any development that occurs to prevent unwanted trespassing and foot traffic onto their properties. Adjoining property owners are

not requesting a security fence around the entire 5 acres but only around the area which is developed.

If approved this office would recommend the following stipulations:

- All lighting shall be full cutoff down light only as to prevent light spillage onto neighboring properties
- When development of said parcel occurs a security fence no less than six feet in height shall be erected around any development but shall not be required around the entirety of the parcel unless said development encompasses such.

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

Annexation Petition
into the
City of Dawsonville, GA

Annexation # C2-000032 A

FEE \$250.00 (NONREFUNDABLE) Date Paid 9/15/19 Cash /Ck # 1017

Please Print Clearly **ZONING AMENDMENT APPLICATION AND FEES RECEIVED ?** YES NO

Applicant Name(s): SACHINKUMAR PATEL

Mailing Address 2131 HWY 9 N City Dawsonville State ga Zip 30534

E-Mail [REDACTED]

Applicant Telephone Number(s): 404-817-1988

Property Owner's Name(s): SACHINKUMAR PATEL

Mailing Address 2131 HWY 9 N City Dawsonville State ga Zip 30534

E-Mail [REDACTED]

Property Owner's Telephone Number(s): 404 817 1988

Address of Property to be Annexed: 60 HWY 136 E VACANT LOT

Tax Map & Parcel # _____ Property Size in Acres: 5.12 Survey Recorded in Plat Book # 84 Page # 232

Land Lot # 193/194 District # 13 Section # 1 Legal Recorded in Deed Book # 1377 Page # 150

Current Use of Property: mobile home

County Zoning Classification: RA City Zoning Classification: HR

Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 1/2 x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- Survey **must** be signed and sealed by a Registered Land Surveyor.
- Survey **must** be signed, stamped recorded by Dawson County Clerk's Office, Superior Court



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

**Annexation Petition
 into the
 City of Dawsonville, GA**

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

1. Intended Use of Land: _____ Residential Commercial
 _____ Existing Structure(s) _____ Vacant
 _____ Other (specify) _____

2. Number of persons currently residing on the property: 1 _____; VACANT
 Number of persons 18 years or older: 1 _____; Number of persons registered to vote: _____

3. The number of all residents occupying the property:
 _____ American Indian _____ Alaskan Native
 _____ Asian _____ Pacific Islander
 _____ Black, not of Hispanic Origin _____ Hispanic
 _____ White, not of Hispanic Origin _____ VACANT

Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.

ARC Population Estimate Information

- A. Number of existing housing units: 1 _____

- B. List of Addresses for each housing unit in the annexed area at the time of the annexation:
60 HWY 136 E Dawsonville ga 30534 _____

- C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):
Demolish or Moved? _____

- D. Names of affected Subdivision: None _____

- E. Name of affected Multi-Family Complex: None _____

- F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):
None _____

- G. Names of affected Duplexes: None _____

- H. Names of Mobile Home Parks: None _____



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

**Annexation Petition
 into the
 City of Dawsonville, GA**

Property Owner(s) Authorization

I / We the undersigned, being the owner(s) of real property of the territory described herein as 60 Hwy 136 E - 5 Acres (Address/Tax Map Parcel), respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

| | | |
|-----|------------------------------------------------|---------------------------------------------------------|
| (1) | <u>[Signature]</u> Property Owner Signature | <u>SACHINKUMAR PATEL</u> Property Owner Printed Name |
| (2) | _____ Property Owner Signature | _____ Property Owner Printed Name |
| (1) | <u>[Signature]</u> Applicant Signature | <u>SACHINKUMAR PATEL</u> Applicant Printed Name |
| (2) | _____ Applicant Signature | _____ Applicant Printed Name |

Sworn to and subscribed before me
 this 12 day of November 2019.

[Signature]
 Notary Public, State of Georgia



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

My Commission Expires: May 15, 2023

Notary Seal

| | | |
|---------------------------------------------|-----------------------|---------------------------------------|
| Annexation Application Received Date Stamp: | Rec'd <u>11/12/19</u> | Completed Application with Signatures |
| | Rec'd <u>11/12/19</u> | Current Boundary Survey |
| | Rec'd <u>11/12/19</u> | Legal Description |
| | Rec'd <u>11/12/19</u> | ARC Population Estimate Information |

Planning Commission Meeting Date (if rezone): 12/9/19

Dates Advertised: 11/20/19

1st City Council Reading Date: 12/16/19

2nd City Council Reading Date: 1/6/2020 Approved: YES NO

Date Certified Mail to: 11/15 County Board of Commissioners & Chairman 11/15 County Manager 11/15 County Attorney

Letter Received from Dawson County Date: _____



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

**Zoning Amendment
 Adjacent Property Owners**

ZA# C2-000032A TMP# _____

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

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

TMP # 091 010 1. Name(s): Crawford West Properties LLC
2279 Hwy 9 N Address: PO Box 269

D'ville 30534

TMP # 091 010 2. Name(s): Greg Cox
007 Address: 285 Hwy 136 E

Dawsonville GA 30534

TMP # 091 059 3. Name(s): Copeland / Whittington
 Address: 106 Hwy 136 E

Dawsonville GA 30534

TMP # _____ 4. Name(s): Myrna West
 Address: PO Box 331

Dawsonville GA 30534

TMP # _____ 5. Name(s): _____
 Address: _____

TMP # _____ 6. Name(s): _____
 Address: _____

TMP # _____ 7. Name(s): _____
 Address: _____

TMP # _____ 8. Name(s): _____
 Address: _____

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

The applicant is responsible for mailing the Public Notice (prepared by the Planning Dept.) to each adjacent property owner via Certified Mail or pays the additional postage to the City to mail.

Prepared by/Return to:
Shelly Townley Martin
133 Prominence Court
Suite 110
Dawsonville, Georgia 30534

Filed 11/08/2019 09:05AM
Bk 01377 Pg 0150
Deed Doc: WD
Georgia Transfer Tax Paid : \$500.00
0422019001924
Penalty: \$0.00 Interest: \$0.00
Participants: 6439202991
JUSTIN POWER, Clerk of Superior Court
DAWSON County, Georgia

STATE OF GEORGIA
COUNTY OF DAWSON

WARRANTY DEED

THIS INDENTURE, made this 6 day of November, 2019 between MYRNA YVONNE WEST formerly known as Myrna W. Copeland and Mrs. Myrna West Stephens, Grantor and SACHINKUMAR PATEL, Grantee,

WITNESSETH:

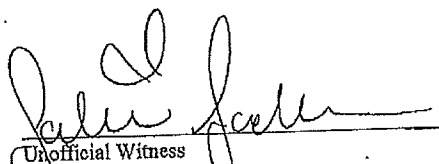
That the said Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said Grantee the following described property, to wit:

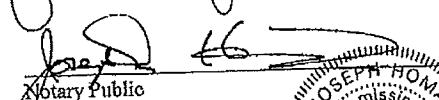
All that tract or parcel of land lying and being in Land Lots 193 and 194 of the North Half of the 13th District, 1st Section, Dawson County, Georgia containing 5.00 acres, more or less, as shown on a plat prepared by Nathan M. McClure, Georgia Registered Land Surveyor, McClure Surveying, Inc., dated August 1, 2019, revised September 20, 2019; and revised October 1, 2019, filed October 8, 2019, recorded in Plat Book 84, Page 232, Dawson County, Georgia Records, which is incorporated herein by reference for a more complete description of the property described herein.

TO HAVE AND TO HOLD the said premises, together with all rights and appurtenances unto the said Grantee, forever in FEE SIMPLE, and the said Grantor WARRANTS the title to same against the lawful claims of all persons whomsoever.

Whenever there is a reference herein to the Grantor or the Grantee, the singular included the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

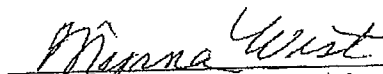
IN WITNESS WHEREOF, Grantor has signed and sealed this Deed the day and year first written above.


Unofficial Witness


Notary Public

My commission expires: _____



 (SEAL)
MYRNA YVONNE WEST formerly known as
Myrna W. Copeland and Mrs. Myrna West Stephens

LEGAL DESCRIPTION:

MYRNA WEST

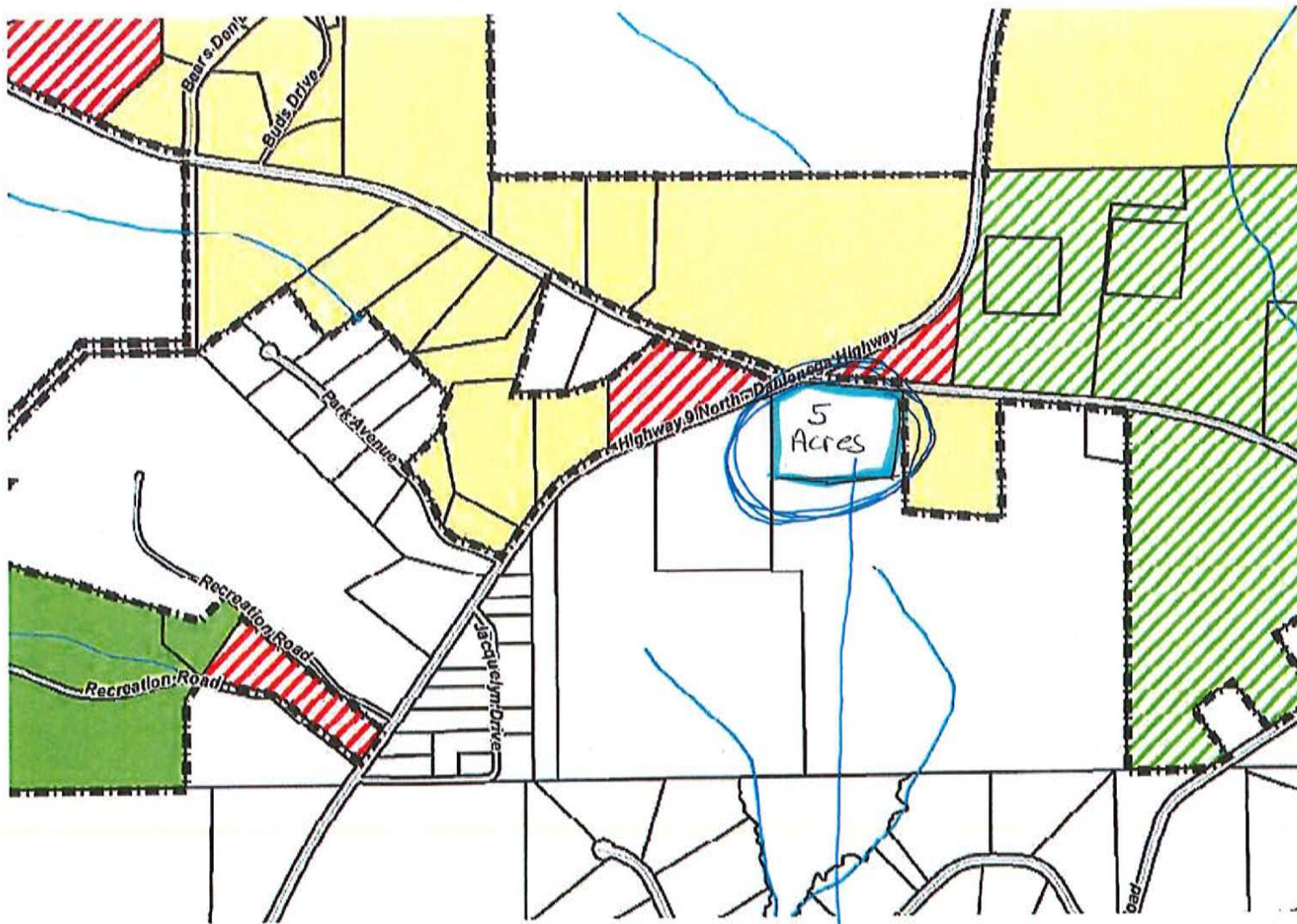
P/O M/P #091-012

ALL THAT TRACT OR PARCEL OF LAND LYING IN LAND LOTS 193 & 194, OF THE NORTH HALF OF THE 13TH DISTRICT, 1ST SECTION, OF DAWSON COUNTY, GEORGIA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IPF 5/8" ROD BEING THE CORNER COMMON TO LAND LOTS 193, 194, 246, & 247, THIS BEING THE TRUE POINT OF BEGINNING;

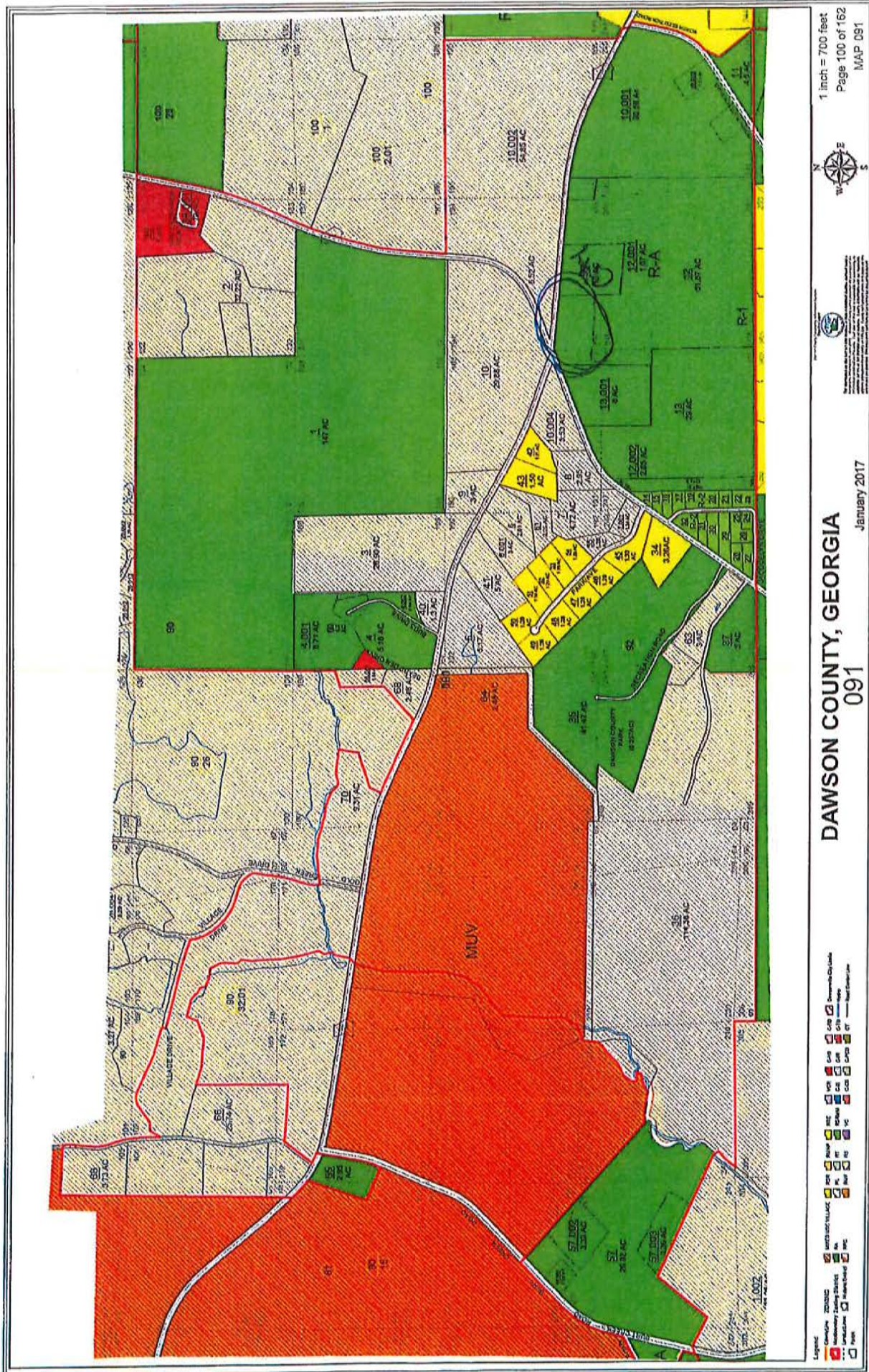
FROM SAID TRUE POINT OF BEGINNING,
THENCE North 87 DEGREES 21 MINUTES 58 SECONDS West
FOR A DISTANCE OF 377.26 FEET TO A IPS#4RB;
THENCE North 01 DEGREES 19 MINUTES 40 SECONDS West FOR A DISTANCE OF
236.28 FEET TO AN IPF-#5RB ON THE SOUTHERLY R/W OF GA HWY #9 (80' R./W);
THENCE ALONG SAID R/W, North 68 DEGREES 57 MINUTES 44 SECONDS East
FOR A DISTANCE OF 246.76 FEET TO A IPS#4RB AT THE INTERSECTION WITH THE
SOUTHWESTERLY R/W OF GA HWY #136 (100' R/W);
THENCE ALONG SAID R/W, South 84 DEGREES 54 MINUTES 25 SECONDS East
FOR A DISTANCE OF 510.85 FEET TO A IPF#4RB;
THENCE LEAVING SAID R/W, South 08 DEGREES 38 MINUTES 02 SECONDS West
FOR A DISTANCE OF 282.97 FEET TO A IPS#4RB;
THENCE South 86 DEGREES 53 MINUTES 57 SECONDS West
FOR A DISTANCE OF 314.79 FEET TO AN IPF 5/8" ROD,
THIS BEING THE TRUE POINT OF BEGINNING.

THENCE SAID TRACT HAVING AN AREA OF 217,800.00 SQUARE FEET~5.000 ACRES.



5 Acre portion of
TMP 091 012

City Zoning Map



1 inch = 700 feet
 Page 100 of 162
 MAP 091



January 2017

DAWSON COUNTY, GEORGIA
 091

County Zoning Map

- Legend
- Zoning
 - Parks
 - Water
 - Other
 - Roads
 - Other
 - MUU
 - R-1
 - R-A
 - MU
 - Other
 - Other
 - MUU
 - R-1
 - R-A
 - MU
 - Other
 - Other



November 15, 2019

CERTIFIED MAIL

Mr. Billy Thurmond
Board of Commissioners
Dawson County
25 Justice Way, Suite 2313
Dawsonville, GA 30534

Re: Annexation of Property of City of Dawsonville; ANX-C2000032A

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; December 16, 2019 at 5:30pm and January 6, 2020 at 5:30pm.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of City of Dawsonville. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition, map, deed, legal description and recorded survey of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

Robbie Irvin
Planning Director
City of Dawsonville

Enclosures

cc: David Headley, County Manager
County Attorney



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

Zoning Amendment Application

Request # ZA- C2000032-A Condition/Stipulation Change

Original ZA # N/A

Applicant Name(s): SACHIN KUMAR PATEL

Address: 2131 Hwy 9 North City: Dawsonville Zip: ga 30534

Phone: 404 817 1988 Cell Phone: [REDACTED]

Signature(s) [Signature] Date 09-15-19

Property Address: 60 Hwy 136 E Dawsonville ga 30534

Directions to Property from City Hall: 2 miles north on Hwy 9, on right as turn onto 136 E.

Tax Map # 5Acre Parcel # 091-012 Current Zoning** County - RA

Land Lot(s): 193-194 District: 13 Section: 1

Subdivision Name: N/A Lot # _____

Acres: 5.11 Current Use of Property: mobile home residence to be moved or demolished

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

The applicant request:

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

Proposed use of property if rezoned is: commercial

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

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

If Commercial: Total Building area proposed TBD (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] 09-15-19
 Signature of Applicant Date

| | | | |
|--------------------------------------|--------------------------|----------------------------------|---------------------|
| Office Use Only: | <u>Resubmt- 11/12/19</u> | Amount Paid \$ <u>750 + cert</u> | Check # _____ /Cash |
| Date Completed Application Rec'd | <u>9/12/19</u> | Dates Advertised: | <u>9/23</u> |
| Date of Planning Commission Meeting: | <u>10/14/19</u> | Dates Advertised: | <u>9/23</u> |
| Date of City Council Meeting: | <u>10/21/19</u> | Rescheduled for next Meeting: | _____ |
| Postponed: YES NO Date: | _____ | Approved by Planning Commission: | YES NO |
| Approved by City Council: | YES NO | Approved by City Council: | YES NO |



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

**Zoning Amendment
 Authorization**

Property Owner Authorization

I / We SACHINKUMAR PATEL hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) 60 HWY 136 E
S ACP - CORNER lot TMP 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 SACHINKUMAR PATEL
 Signature of Applicant or Agent [Signature] Date _____
 Mailing Address 2131 HWY 9 NORTH
 City Dawsonville State ga Zip 30534
 Telephone Number 404 817 1988

Printed Name of Owner(s) SACHINKUMAR PATEL
 Signature of Owner(s) [Signature] Date 11-08-19
 _____ Date _____

Sworn to and subscribed before me
 this 8 day of November 2019.

Nalita Y. Copeland
 Notary Public, State of Georgia



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

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.)



City of Dawsonville
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:

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 \$ 0 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 of Applicant / Representative of Applicant

09-15-15

Date

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



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

**Zoning Amendment
 Notice of R-A Adjacency**

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 09-15-15

Application Number: _____

Sworn to and subscribed before me
 this 15 day of September 2019.

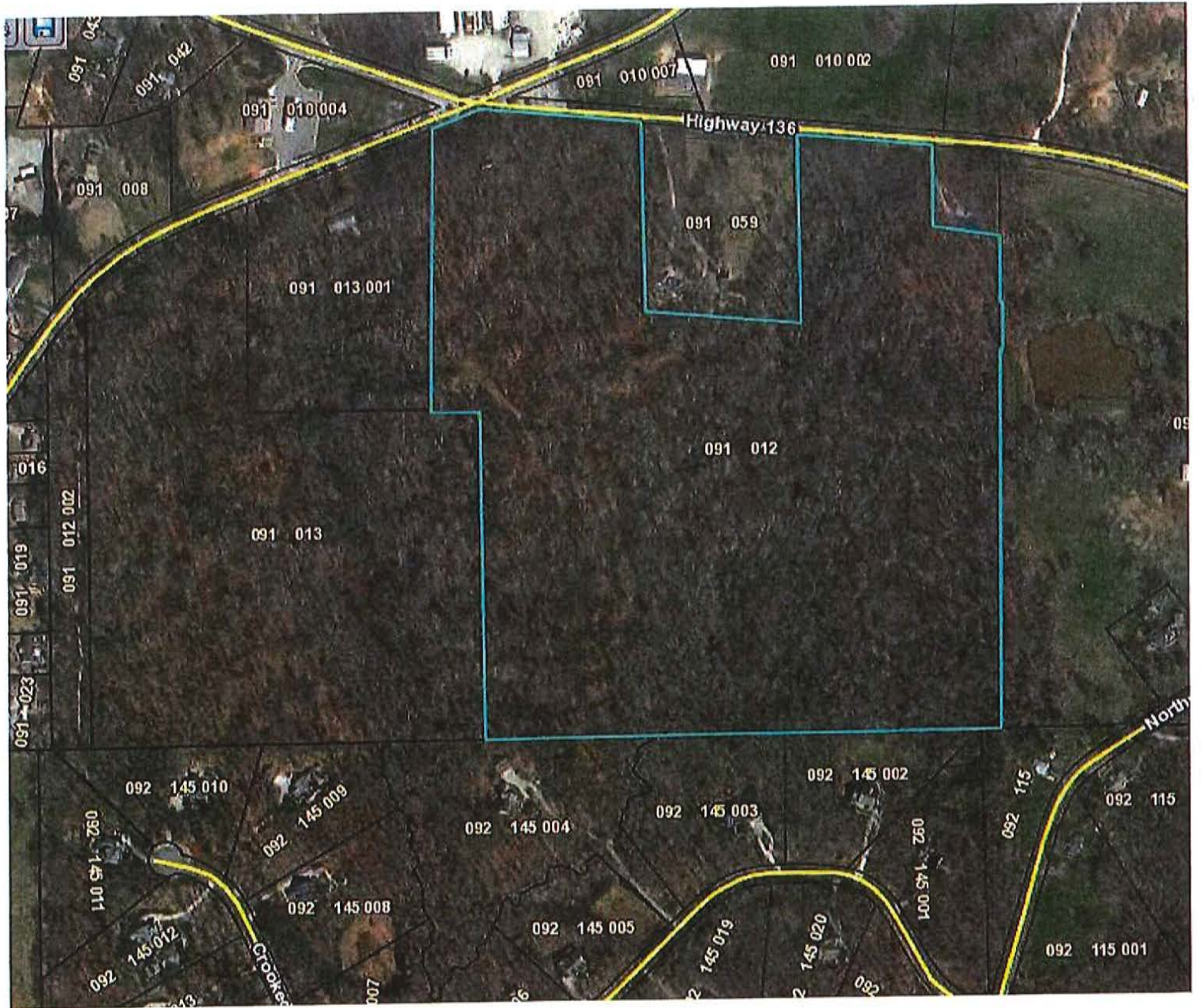


Nalita Y. Copeland
 NOTARY PUBLIC
 Dawson County, Georgia
 My Commission Expires
 May 15, 2023


 Notary Public, State of Georgia

My Commission Expires: May 15, 2023

Notary Seal



City Council:
Jason Power
Caleb Phillips
Stephen Tolson
Mark French



Michael Eason
Mayor

Robert Bolz
City Manager

Beverly Banister
City Clerk

Robbie Irvin
Planning Director

Nalita Y Copeland
Zoning Administrator

Planning Commission:

Troy Lindsey, Chairman
Anna Tobolski
Matt Fallstrom
Susan Theisen

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

The following public hearings will be heard by the City of Dawsonville Planning Commission or the City of Dawsonville City Council at 5:30 p.m. on the dates indicated below. Public hearings are heard in the Council Chambers on the second floor at City Hall located at 415 Hwy. 53 East, Dawsonville Georgia 30534. The public is invited to attend.

ANX-C2000032A and ZA-C2000032A: Sachinkumar Patel has petitioned to annex into the city limits of Dawsonville 5 Acres located at 60 Hwy 136 East and being in Land Lots 193 and 194, 13th District, 1st Section as shown on a plat prepared by Nathan McClure dated August 1, 2019 and revised October 1, 2019 and recorded in Plat Book 84 on Page 232; with Warranty Deed being recorded on November 8, 2019 in Deed Book 1377 on Page 150. Applicant is also requesting to rezone from County Zoning of RA (Residential Exurban/Agricultural) to City Zoning of HB (Highway Business). Public Hearing Dates: Planning Commission on December 9, 2019 at 5:30 p.m. and City Council on December 16, 2019 at 5:30 p.m. and January 6, 2020 at 5:00 p.m.

If you wish to speak on the requests, please contact City Hall for a CAMPAIGN DISCLOSURE form. **This form is only needed if you have made campaign contributions in the amount of \$250.00 or more within 2 years prior to this date.**

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



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

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

| |
|------------------|
| INVOICE # |
| I2000179 |

INVOICE DATE: 09/18/19
 DUE DATE: 10/18/19

| |
|-------------------------------------------------------------------------------------------------------|
| ACCOUNT ID: P-000459 PIN: 707972 PATEL SACHINKUMAR 60 HWY 136 EAST DAWSONVILLE GA, 30534 |
|-------------------------------------------------------------------------------------------------------|

PERMIT INFORMATION
 PERMIT NO: C2000032
 LOCATION: 60 HWY 136 EAST
 OWNER: PATEL SACHINKUMAR

| QUANTITY/UNIT | SERVICE ID | DESCRIPTION | UNIT PRICE | AMOUNT |
|---------------|------------|------------------------------------------------------|------------|-------------|
| | | Permit No: C2000032 | | |
| 1.0000 | P-0154 | ANNEXATION Permit No: C2000032 | 250.000000 | 250.00 |
| 1.0000 | P-0129 | Zoning Request to HB Permit No: C2000032 | 500.000000 | 500.00 |
| 5.0000/ACR | P-0132 | Zoning Request to HB per Acre Permit No: C2000032 | 50.000000 | 250.00 |
| 3.0000/EA | P-0155 | CERTIFIED MAIL FEE Permit No: C2000032 | 6.800000 | 20.40 |
| | | TOTAL DUE: | | \$ 1,020.40 |
| | | Prn Payment: 09/18/19 CK 1017 | | -1,020.40 |
| | | 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 #: I2000179
 DESCRIPTION: Permit No: C2000032
 ACCOUNT ID: P-000459 PIN: 707972
 DUE DATE: 10/18/19
 TOTAL DUE: \$ 0.00

PATEL SACHINKUMAR
 60 HWY 136 EAST
 DAWSONVILLE GA, 30534





DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 11

SUBJECT: ZA-C2000021 Fall Leaf LLC

DATE(s): 11-18-2019 CITY COUNCIL MEETING 1 01-06-2020 CITY COUNCIL MEETING 2

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**

Fall Leaf Residential LLC has requested a zoning amendment for a portion of TMP D04 013 and a portion of D04 021 located at 0 Hwy 53 East and consisting of 25.7 acres from CIR (Restricted Industrial) to R6 (Multi Family Residential) Hearing Date: Planning Commission – September 16, 2019 and City Council September 23, 2019. Tabled until November 12, 2019. Heard by PC November 12, 2019. Heard by City Council November 18, 2019. **POSTPONED BY CITY COUNCIL UNTIL JANUARY 6, 2020**

HISTORY/ FACTS / ISSUES

Current Zoning CIR vacant

Proposed multi-family development with a 1-acre commercial parcel

Proposed open space to be 12.83 of 25.7 acres

Planning Commission continued public hearings due to DRI requirement

PC voted to deny this requested zoning amendment due to inconsistency with the comprehensive plan and traffic concerns

OPTIONS:

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Development

REQUESTED BY: R. Irvin



January 2, 2020

To: Honorable Mike Eason, Mayor
& City of Dawsonville City Council

RE: Staff Report; ZA-C2000021, VAR-C2000021 and ZA-C2000022

Mr. Lindsey and Commission,

- Fall Leaf Residential LLC has requested a zoning amendment for a portion of TMP D04 013 and a portion of D04 021 located at 0 Hwy 53 East and consisting of 25.7 acres from CIR (Restricted Industrial) to R6 (Multi Family Residential) for the purpose of construction of a townhome development.
- A variance for the reduction of the minimum lot widths from 28 feet to 20 feet for a portion of TMP D04 013 and a portion of D04 021 was originally made and denied by the Planning Commission. The applicant had initially requested an appeal to the denial before the Council however, this appeal has been withdrawn.
- Fall Leaf Residential LLC has also requested a zoning amendment for a portion of TMP D04 013 located at 00 Hwy 53 East and consisting of 1.00 acres from CIR (Restricted Industrial) to CBD (Central Business District) in order to construct a small commercial development.

Conditions are as follows:

- Said property is currently zoned CIR and is vacant.
- The proposed multi-family development is proposed to access off of Hwy 53 with an emergency access off of Hwy 9 and would consist of 150 homes.
- The property is boarded by both commercial and residential zonings.
- The property use is not consistent with the city of Dawsonville Comprehensive plan.
- Issues involving traffic at the intersection with Hwy 53 are of concern and must be addressed with city staff and the Georgia Department of Transportation.
- The proposed project requires a Development of Regional Impact (DRI) review by the Georgia Mountains Regional Commission (GMRC).
- GMRC review report is scheduled to be completed and delivered to city staff on Monday November 11th.

This office would recommend the following stipulations if approved:

- Any Proposed lighting other than ornamental shall be full cutoff, downlit only and shall be placed to avoid light spillage onto neighboring properties.
- The commercial development shall incorporate at least 50% brick or stone into all facades visible from a public roadway.
- Townhome front facades shall be of Hardieplank or some like material and should incorporate some brick or stone accents.

Sincerely,



RJ. Irvin, Planning Director

Cc: Nalita Copeland, Zoning Administrator
Bob Bolz, City Manager
M/CC



FALL LEAF RESIDENTIAL, LLC
6435 Shiloh Rd - Ste 100
Alpharetta, GA 30005

Mayor and City Council
Dawsonville, Georgia

December 16, 2019

Re: Rezoning 25.7 Acres, Georgia Highway 53

Please accept this revised letter outlining our plans for a 25.7 acre tract of land fronting on the west side of Georgia Highway 53, the property also has frontage on the east side of Georgia Highway 9. We have tried to address several concerns that came up at the Planning Commission meeting and during discussions with City staff.

This property is currently zoned CIR, Restricted Industrial Commercial. We are requesting rezoning to R-6 to allow the development of a townhouse development. The new site plan we have submitted shows 138 homes with 31% open space. We also will have a small 1 acre commercial parcel on Highway 53 that is covered in a separate rezoning application.

We have 2 entrances, the main entrance will be on Highway 53 with a secondary entrance on Highway 9. We met with your planning staff and the city fire marshal and they suggested that both entrances be gated to prevent vehicles from cutting through the site from Highway 53 to Highway 9, however we believe we can accomplish the same thing by gating the Highway 9 entrance and putting a "Dead End" or "No Exit" sign at the Highway 53 entrance, additionally gating on Highway 53 would not be appropriate with the round about. All units will be attached by a shed and will have the industry standard 2 hour firewall running from the front to the back on all side walls. We believe a townhouse development on this property is a much better use for this site than the present industrial zoning would allow. The residents will be within walking distance of the new Town Center improvements and commercial uses just across Highway 53 which will provide a nice amenity for residents of this development.

We had previously requested a variance to allow a reduction in the minimum lot size from 28 feet to 20 feet but our new site plan shows a minimum lot size of 28 feet for each lot with approximately 50% of the lots being 30 feet and we are no longer requesting this variance and have withdrawn our request for the City Council to overturn the Planning Commission variance denial.

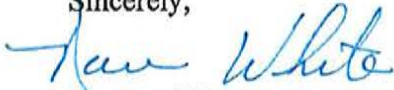
We have also agreed to fence the entire westerly side of the property and that portion along the easterly property line where we adjoin the Bearden property. We also have agreed that there will be no rental units allowed, other than in hardship cases, that the owner must have resided in the house for at least 6 months and that no more than 10% of the homes may be rented under the hardship provision at any one time.

RECEIVED
12/17/19
rjc

Our new site plan provides for a total of 729 parking spaces which includes garage, driveway and guest parking areas. We have several passive amenity areas as well as a tot lot which we have agreed will be fenced.

There is a great need for the type housing we are proposing, especially to provide housing for our teachers, firemen, and policemen, providing a residential use so close to the City Center and we believe this development will be an asset to the city and a much better use of this property than many of the uses that would be allowed under the current CIR zoning. We have shown this property to several commercial development companies and they have all rejected the site as a commercial site due to the lack of road frontage and the narrow shape of the property. We respectfully request that the City Council approve this rezoning application as amended.

Sincerely,



Norman White
Fall Leaf Residential, LLC

Nov. 19, 2019

Hi Neal,

Thank you for mentioning the 16 acre tract on Hwy 53 and Hwy 9 in the city of Dawsonville to us. We do not feel that the property is suitable for a commercial development due to its overall narrow configuration and lack of road frontage. Thank you for thinking of us for this project.

Heather Correa - Partner
Fuqua Development

Nov. 22, 2019

Roy,

Retail needs road frontage. So, that will automatically eliminate a large portion of this site. Secondly, what little road frontage property this site has is further impaired by what appears to be a creek and low lying wet area. In other words, there is not enough depth to grade the site properly to create even local shop tenant unanchored retail. Finally, most retail is going to need good ingress/egress and preferably at an intersection. This site has none of that.

Lee Freeman
Watkins Real Estate Group
Vice President-Development

ARTICLE XXX. - CIR, RESTRICTED INDUSTRIAL COMMERCIAL DISTRICT

Sec. 3001. - Purpose and intent.

Restricted industrial commercial districts are areas where there are manufacturing, processing, fabricating, or other uses, which may generate noise, odors, traffic, activity and may require special energy, waste disposal, or other special utility support services.

(Ord. of 12-3-2018)

Sec. 3002. - Permitted uses.

The following uses are permitted in the CIR, restricted industrial commercial district:

1. Sawmills, lumber and wood products processing or storage, pulpwood yards.
2. Textile manufacturing, processing, fabrication and assembly.
3. Metals, cement, plastics, or wood products manufacturing, fabrication, or production including furniture manufacturing.
4. Truck or cargo transfer terminals, and bus garages.
5. Wholesale building supply and materials storage or sales.
6. Airports or airfields, after the planning commission reviews and approval of the city council.
7. Any other industrial use that the planning commission or the city council determines not to be dangerous, offensive, unhealthy, nor detrimental to the community.

(Ord. of 12-3-2018)

Sec. 3003. - Prohibited uses.

The following uses are prohibited uses in the CIR, restricted industrial commercial district:

1. Any industrial or commercial use that the planning commission or the city council determines to be hazard, detrimental, or objectionable to the community.
2. The following uses and activities unless specifically approved by the planning

commission and the city council:

- a. Cement or asphalt manufacture.
- b. Steel fabrication.
- c. Petroleum refining.
- d. Bulk feedlots.
- e. Commercial slaughtering of animals.
- f. Paper or wood pulp manufacturers.
- g. Open pit mining.
- h. Quarrying or sand/gravel removal operations.

CIR-RESTRICTED INDUSTRIAL COMMERCIAL DISTRICT

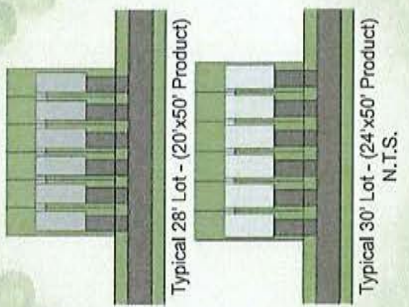
| Minimum Lot Size | Front Setback | Side Setback | Rear Setback | Minimum Square Feet | Maximum Height of Building |
|------------------|---------------|--------------|--------------|---------------------|----------------------------|
| 5 acres | 40'* | 20' | 20' | 2,000' | As engineered |

*Front setback may be greater if located on a state highway.

(Ord. of 12-3-2018)

WINTERMIST

Community Site Map
Dawsonville, GA



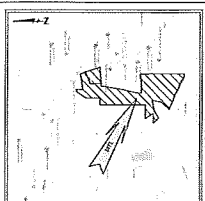
PRELIMINARY PLAT
FOR
HWY 9/HWY 53
TRACT
CITY OF DAWSONVILLE
DAWSON COUNTY, GEORGIA
LAND LOTS 441, 444, 508 & 509 - 4TH DISTRICT - 1ST SECTION



| | |
|-------------|--------------------|
| DATE | 11/15/2011 |
| BY | W.B. BARNES |
| CHECKED BY | W.B. BARNES |
| DATE | 11/15/2011 |
| PROJECT | HWY 9/HWY 53 TRACT |
| OWNER | DAWSON COUNTY |
| PREPARED BY | W.B. BARNES |
| DATE | 11/15/2011 |



| | |
|-------------|-----------|
| SCALE | 1" = 100' |
| DESIGNED BY | JTC |
| DRAWN BY | JTC |
| CHECKED BY | WBB |
| DATE | 08/15/10 |
| PROJECT NO. | 10000 |
| DRAWING NO. | 10000 |



DEVELOPMENT DATA

| | |
|-----------------------|----------------|
| TOTAL GROSS AREA | 25.7 AC |
| RESIDENTIAL | 25.7 AC |
| COMMERCIAL | 0.0 AC |
| INDUSTRIAL | 0.0 AC |
| RECREATIONAL | 0.0 AC |
| OPEN SPACE PROVIDED | 2.08 AC (8.1%) |
| RESIDENTIAL DENSITY | 100 UNITS/AC |
| MINIMUM LOT AREA | 3,000 SQ FT |
| MINIMUM LOT WIDTH | 30 FT |
| MINIMUM FRONT SETBACK | 10 FT |
| MINIMUM SIDE SETBACK | 5 FT |
| MINIMUM REAR SETBACK | 5 FT |
| MINIMUM FRONT YARD | 5 FT |
| MINIMUM SIDE YARD | 5 FT |
| MINIMUM REAR YARD | 5 FT |
| MINIMUM FRONT SETBACK | 10 FT |
| MINIMUM SIDE SETBACK | 5 FT |
| MINIMUM REAR SETBACK | 5 FT |
| MINIMUM FRONT YARD | 5 FT |
| MINIMUM SIDE YARD | 5 FT |
| MINIMUM REAR YARD | 5 FT |

NOTES:
1. THIS PLAT IS SUBMITTED TO THE CITY OF DAWSONVILLE, GEORGIA FOR REVIEW AND APPROVAL.
2. THE CITY OF DAWSONVILLE, GEORGIA HAS REVIEWED THIS PLAT AND HAS APPROVED IT FOR RECORDATION.
3. THE CITY OF DAWSONVILLE, GEORGIA HAS REVIEWED THIS PLAT AND HAS APPROVED IT FOR RECORDATION.
4. THE CITY OF DAWSONVILLE, GEORGIA HAS REVIEWED THIS PLAT AND HAS APPROVED IT FOR RECORDATION.
5. THE CITY OF DAWSONVILLE, GEORGIA HAS REVIEWED THIS PLAT AND HAS APPROVED IT FOR RECORDATION.

DEVELOPMENT DATA

| | |
|-----------------------|----------------|
| TOTAL GROSS AREA | 25.7 AC |
| RESIDENTIAL | 25.7 AC |
| COMMERCIAL | 0.0 AC |
| INDUSTRIAL | 0.0 AC |
| RECREATIONAL | 0.0 AC |
| OPEN SPACE PROVIDED | 2.08 AC (8.1%) |
| RESIDENTIAL DENSITY | 100 UNITS/AC |
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| MINIMUM FRONT YARD | 5 FT |
| MINIMUM SIDE YARD | 5 FT |
| MINIMUM REAR YARD | 5 FT |
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| MINIMUM SIDE SETBACK | 5 FT |
| MINIMUM REAR SETBACK | 5 FT |
| MINIMUM FRONT YARD | 5 FT |
| MINIMUM SIDE YARD | 5 FT |
| MINIMUM REAR YARD | 5 FT |

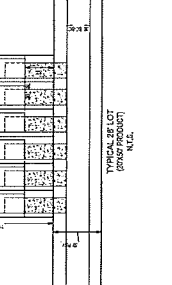
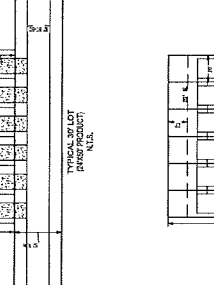
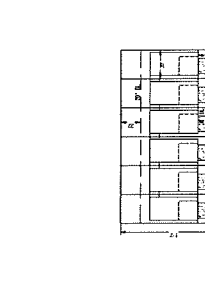
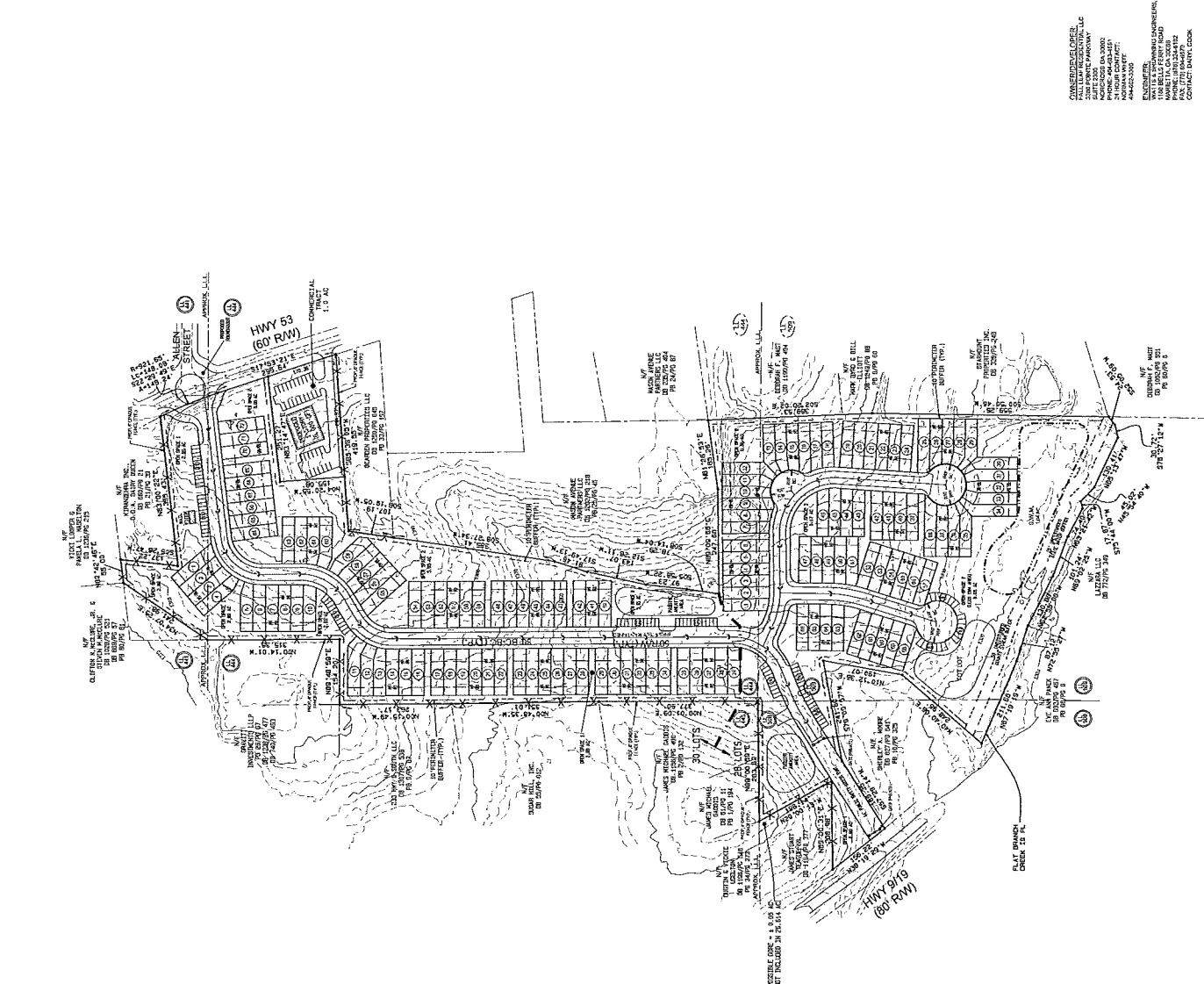
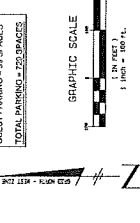
DENSITY CALCULATIONS:

| | |
|--------------------------|--------------|
| GROSS AREA (RESIDENTIAL) | 25.7 AC |
| MINIMUM LOT AREA | 3,000 SQ FT |
| ALLOWABLE DENSITY | 100 UNITS/AC |
| TOTAL ALLOWED UNITS | 2,570 UNITS |

OPEN SPACE CALCULATIONS:

| | |
|--------------|---------|
| OPEN SPACE 1 | 2.08 AC |
| OPEN SPACE 2 | 0.00 AC |
| OPEN SPACE 3 | 0.00 AC |
| GROSS TOTAL | 2.08 AC |
| NET TOTAL | 2.08 AC |

PARKING CALCULATIONS:
37 LOT/500 PRODUCT
2 CAR GARAGE = 148 SPACES
1 CAR GARAGE = 74 SPACES
TOTAL PARKING = 226 SPACES
GUEST PARKING = 09 SPACES
TOTAL PARKING = 235 SPACES



CONSTRUCTION NOTES:
1. ALL UTILITIES TO BE SHOWN ON THIS PLAT ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

CONTACT: DAVID COOK
PHONE: 770-422-2000
FAX: 770-422-2001
WWW.WBBARNES.COM



Front Elevation

20' Townhomes

Main Street Designs of Georgia, LLC
3050 Royal Blvd, South, Suite 135
Alpharetta, GA 30022
404.480.3881



Dawsonville

December 12, 2019



Front Elevation

20' Townhomes

Main Street Designs of Georgia, LLC
3050 Royal Blvd. South, Suite 135
Alpharetta, GA 30022
404.480-3881



Dawsonville

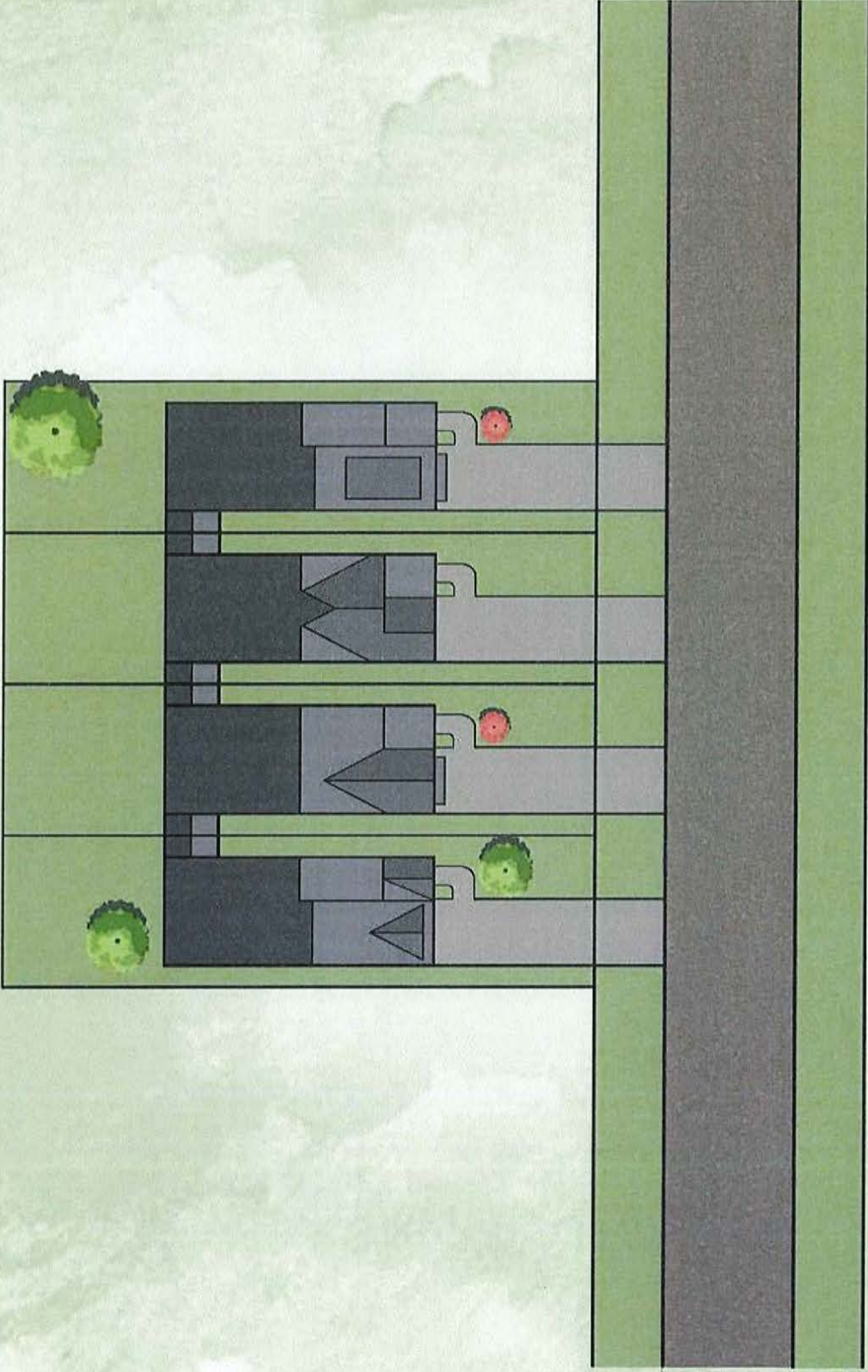
December 12, 2019



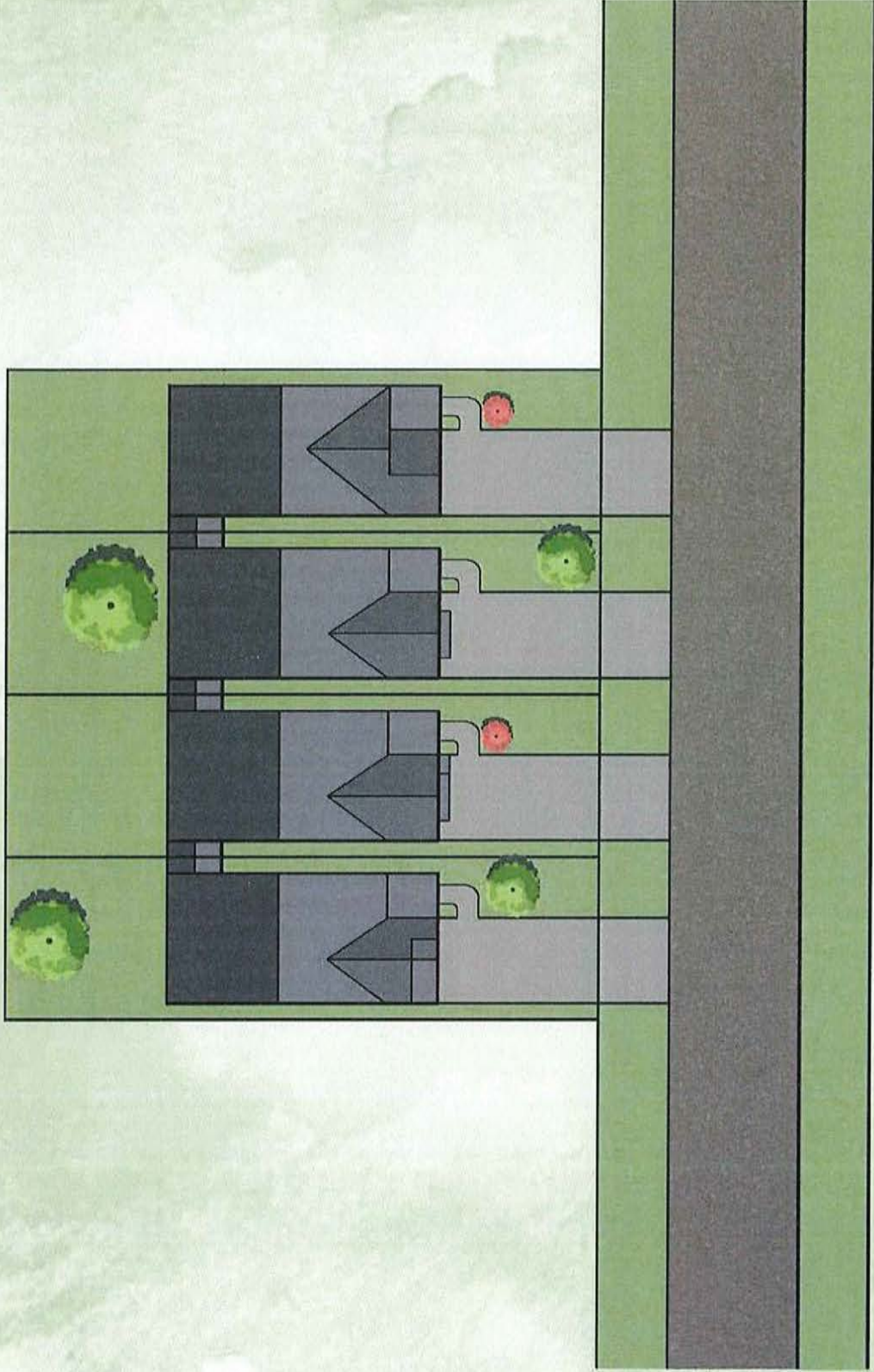
Front Elevation

24' Townhomes

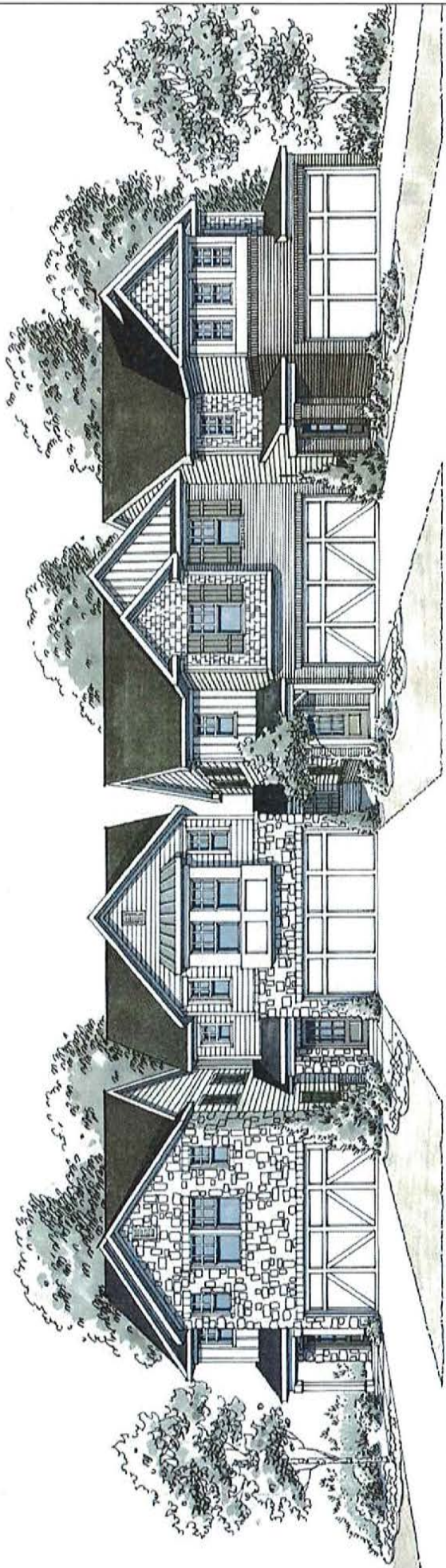
Dawsonville
December 12, 2019



Typical 28' Lot - (20'x50' Product)



Typical 30' Lot - (24'x50' Product)



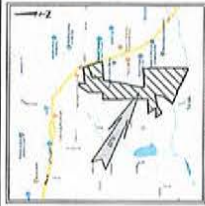
PRELIMINARY PLAN
FOR
HWY 9/HWY 53
TRACT
LAND LOTS 441, 444, 508 & 509 - 4TH DISTRICT - 1ST SECTION
DAMSON COUNTY, GEORGIA



| | |
|----------------------------------|-----------|
| 1. TOTAL AREA | 267.0 AC |
| 2. NET AREA (EXCLUDING BARRIERS) | 248.8 AC |
| 3. DENSITY AREA (D.A. = 2.2) | 255.4 AC |
| 4. TOTAL ALLOWED UNITS | 563 UNITS |



| | |
|-------------|---------------|
| DATE | 11/11/11 |
| PROJECT | HWY 9/HWY 53 |
| OWNER | DAWSON COUNTY |
| DESIGNED BY | J. B. ... |
| APPROVED BY | J. B. ... |
| SCALE | AS SHOWN |



DEVELOPMENT DATA

| | |
|-------------------|-----------|
| TOTAL SITE AREA | 267 AC |
| RESIDENTIAL | 248.8 AC |
| CURRENT ZONING | SR |
| MINIMUM LOT AREA | 1.0 AC |
| MINIMUM LOT WIDTH | 30 FT |
| MINIMUM LOT DEPTH | 30 FT |
| MINIMUM LOT AREA | 900 SQ FT |
| MINIMUM LOT WIDTH | 30 FT |
| MINIMUM LOT DEPTH | 30 FT |
| MINIMUM LOT AREA | 900 SQ FT |
| MINIMUM LOT WIDTH | 30 FT |
| MINIMUM LOT DEPTH | 30 FT |

SPACES REQUIRED BY HIGH DENSITY ZONING

NOTES:
1. THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO THE APPROVAL OF THE DAWSON COUNTY BOARD OF ZONING ADJUSTMENTS.
2. THE DENSITY AREA IS BASED ON A DENSITY OF 2.2 UNITS PER ACRE.
3. THE TOTAL ALLOWED UNITS ARE BASED ON THE DENSITY AREA AND THE DENSITY.
4. THE TOTAL ALLOWED UNITS ARE SUBJECT TO THE APPROVAL OF THE DAWSON COUNTY BOARD OF ZONING ADJUSTMENTS.
5. THE TOTAL ALLOWED UNITS ARE SUBJECT TO THE APPROVAL OF THE DAWSON COUNTY BOARD OF ZONING ADJUSTMENTS.

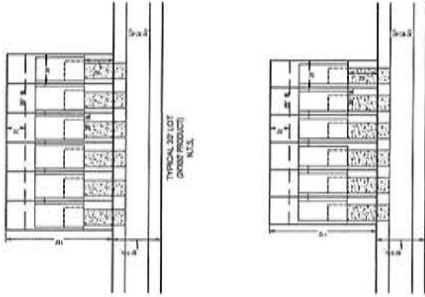
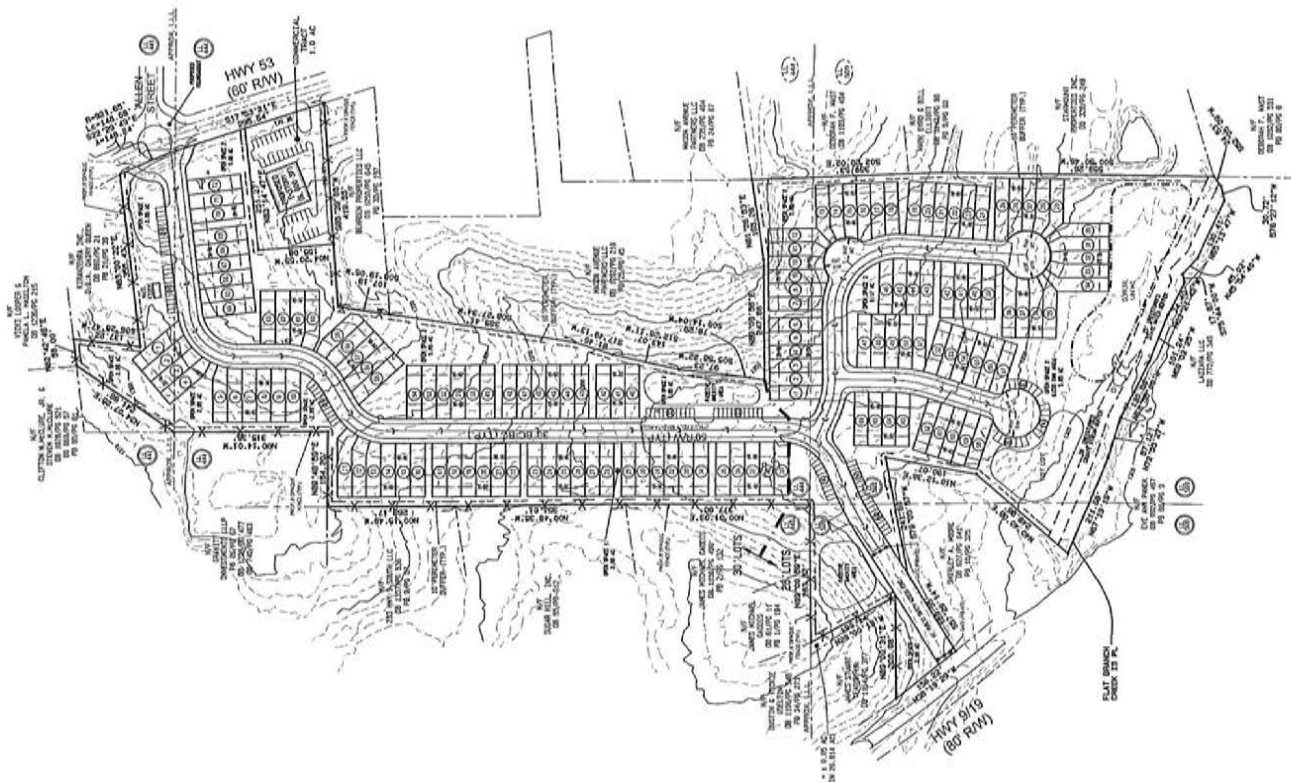
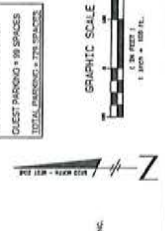
LEGEND
1. LOT LINES
2. LOT AREA
3. LOT WIDTH
4. LOT DEPTH
5. LOT AREA
6. LOT WIDTH
7. LOT DEPTH
8. LOT AREA
9. LOT WIDTH
10. LOT DEPTH

DENSITY CALCULATIONS
GROSS AREA (AS SHOWN) 267 AC
NET AREA (EXCLUDING BARRIERS) 248.8 AC
DENSITY AREA (D.A. = 2.2) 255.4 AC
TOTAL ALLOWED UNITS 563 UNITS

OPEN SPACE CALCULATIONS

| | |
|----------------|---------|
| OPEN SPACE 1 | 2.00 AC |
| OPEN SPACE 2 | 0.00 AC |
| OPEN SPACE 3 | 0.00 AC |
| OPEN SPACE 4 | 0.00 AC |
| OPEN SPACE 5 | 0.00 AC |
| OPEN SPACE 6 | 0.00 AC |
| OPEN SPACE 7 | 0.00 AC |
| OPEN SPACE 8 | 0.00 AC |
| OPEN SPACE 9 | 0.00 AC |
| OPEN SPACE 10 | 0.00 AC |
| OPEN SPACE 11 | 0.00 AC |
| OPEN SPACE 12 | 0.00 AC |
| OPEN SPACE 13 | 0.00 AC |
| OPEN SPACE 14 | 0.00 AC |
| OPEN SPACE 15 | 0.00 AC |
| OPEN SPACE 16 | 0.00 AC |
| OPEN SPACE 17 | 0.00 AC |
| OPEN SPACE 18 | 0.00 AC |
| OPEN SPACE 19 | 0.00 AC |
| OPEN SPACE 20 | 0.00 AC |
| OPEN SPACE 21 | 0.00 AC |
| OPEN SPACE 22 | 0.00 AC |
| OPEN SPACE 23 | 0.00 AC |
| OPEN SPACE 24 | 0.00 AC |
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DAWSON COUNTY, GEORGIA
1100 SOUTH PARKWAY
DAMSON COUNTY, GEORGIA 30701
PHONE: (706) 335-1234
FAX: (706) 335-1234
WWW.DAWSONCOUNTYGA.GOV

ENGINEER
J. B. ...
1100 SOUTH PARKWAY
DAMSON COUNTY, GEORGIA 30701
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ARCHITECT
J. B. ...
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LANDSCAPE ARCHITECT
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DAMSON COUNTY, GEORGIA 30701
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FAX: (706) 335-1234
WWW.DAWSONCOUNTYGA.GOV

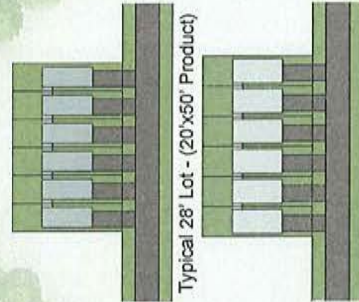
CONSTRUCTION
J. B. ...
1100 SOUTH PARKWAY
DAMSON COUNTY, GEORGIA 30701
PHONE: (706) 335-1234
FAX: (706) 335-1234
WWW.DAWSONCOUNTYGA.GOV

UTILITY
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1100 SOUTH PARKWAY
DAMSON COUNTY, GEORGIA 30701
PHONE: (706) 335-1234
FAX: (706) 335-1234
WWW.DAWSONCOUNTYGA.GOV

OTHER
J. B. ...
1100 SOUTH PARKWAY
DAMSON COUNTY, GEORGIA 30701
PHONE: (706) 335-1234
FAX: (706) 335-1234
WWW.DAWSONCOUNTYGA.GOV

WINTERMIST

Community Site Map
Dawsonville, GA



Typical 28' Lot - (20'x50' Product)

Typical 30' Lot - (24'x50' Product)
N.T.S.



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

SUBJECT: ZA-C2000021 Zoning Amendment Request Fall Leaf Residential

LOCATION: 0 Hwy 53 East TMP D04 013 & D04 021

HEARD BY PLANNING COMMISSION ON: 11 / 12 / 2019

TO BE HEARD BY CITY COUNCIL ON:

DATE(s): 11 / 18 / 2019 WORK SESSION _____ CITY COUNCIL MEETING

ADDITIONAL HISTORY/ FACTS/ ISSUES DISCOVERED AT PLANNING COMMISSION:

Fall Leaf Residential LLC has requested a zoning amendment for a portion of TMP D04 013 and a portion of D04 021 located at 0 Hwy 53 East and consisting of 25.7 acres from CIR (Restricted Industrial) to R6 (Multi Family Residential)

DRI review returned no regional impact but concerns raised regarding traffic

PC also raised traffic concerns

ACTION TAKEN:

APPROVE

DENY

REASON FOR DENIAL: Project is inconsistent with the Comprehensive Plan, Traffic Concerns

STIPULATIONS:

OR SEE MINUTES

None

PLANNING DIRECTOR: _____

DATE: 11-13-19

PC CHAIR OR DESIGNEE: _____

DATE: _____



November 6, 2019

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

RE: Staff Report; ZA-C2000021, VAR-C2000021 and ZA-C2000022

Mr. Lindsey and Commission,

- Fall Leaf Residential LLC has requested a zoning amendment for a portion of TMP D04 013 and a portion of D04 021 located at 0 Hwy 53 East and consisting of 25.7 acres from CIR (Restricted Industrial) to R6 (Multi Family Residential) for the purpose of construction of a townhome development.
- In addition to the requested zoning amendment the applicant is requesting a variance for the reduction of the minimum lot widths from 28 feet to 20 feet for a portion of TMP D04 013 and a portion of D04 021.
- Fall Leaf Residential LLC has also requested a zoning amendment for a portion of TMP D04 013 located at 00 Hwy 53 East and consisting of 1.00 acres from CIR (Restricted Industrial) to CBD (Central Business District) in order to construct a small commercial development.

Conditions are as follows:

- Said property is currently zoned CIR and is vacant.
- The proposed multi-family development is proposed to access off of Hwy 53 with an emergency access off of Hwy 9 and would consist of 150 homes.
- The property is boarded by both commercial and residential zonings.
- The property use is not consistent with the city of Dawsonville Comprehensive plan.
- Issues involving traffic at the intersection with Hwy 53 are of concern and must be addressed with city staff and the Georgia Department of Transportation.
- The proposed project requires a Development of Regional Impact (DRI) review by the Georgia Mountains Regional Commission (GMRC).
- GMRC review report is scheduled to be completed and delivered to city staff on Monday November 11th.

This office would recommend the following stipulations if approved:

- Any Proposed lighting other than ornamental shall be full cutoff, downlit only and shall be placed to avoid light spillage onto neighboring properties.
- The commercial development shall incorporate at least 50% brick or stone into all facades visible from a public roadway.
- Townhome front facades shall be of Hardieplank or some like material and should incorporate some brick or stone accents

It is the final recommendation of this office that this matter be tabled until the next available Planning Commission meeting so that the DRI review report can be properly reviewed.

Sincerely,



R.J. Irvin, Planning Director

Cc: Nalita Copeland, Zoning Administrator
Bob Bolz, City Manager
M/CC



FALL LEAF RESIDENTIAL, LLC
6435 Shiloh Rd - Ste 100
Alpharetta, GA 30005

Mayor and City Council
Planning Commission
Dawsonville, Georgia

Re: Rezoning 25.7 Acres, Georgia Highway 53

Please accept this letter outlining our plans for a 25.7 acre tract of land fronting on the west side of Georgia Highway 53, the property also has frontage on the east side of Georgia Highway 9. This property is currently zoned CIR, Restricted Industrial Commercial.

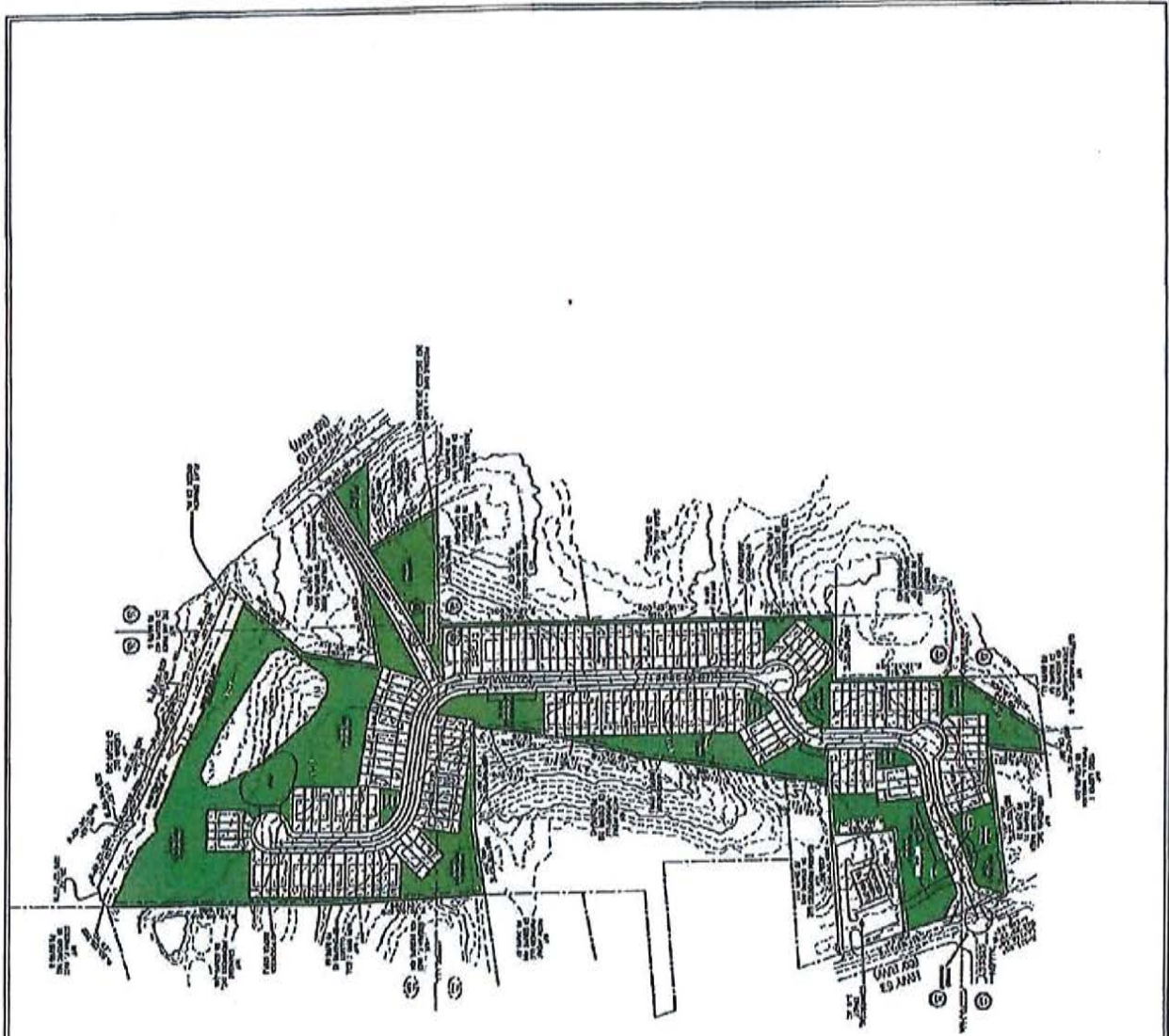
We are requesting rezoning to R-6 to allow the development of a townhouse development. The site plan we have submitted shows 150 homes with 40% open space. We also will have a small 1 acre commercial parcel on Highway 53 that is covered in a separate rezoning application.

We have 2 entrances, the main entrance will be on Highway 53 with a secondary entrance on Highway 9. We met with your planning staff and the city fire marshal and they suggested that both entrances be gated to prevent vehicles from cutting through the site from Highway 53 to Highway 9 and we have agreed to make that a zoning stipulation. We also agreed to install sprinklers in each unit and in the attic of each unit in addition to the fire retardant materials that would normally be installed to provide a two hour firewall between individual townhouse units to comply with Section 1405, paragraph 2 of the zoning ordinance. We believe a townhouse development on this property is a much better use for this site than the present industrial zoning would allow. The residents will be within walking distance of the new Town Center improvements and commercial uses just across Highway 53 which will provide a nice amenity for residents of this development.

There is a great need for the type housing we are proposing, especially to provide housing for our teachers, firemen, policemen and service industry people providing a residential use so close to the City Center and that this development will be an asset to the city and respectfully request that the Planning Commission and City Council approve this rezoning application.

Sincerely,

Norman White
Fall Leaf Residential, LLC



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Z-4
 QUAD 2042
 TOWN OF DAWSONVILLE
 1/2" = 100'

ALL RIGHTS RESERVED
 THIS PLAN IS THE PROPERTY OF
 THE ENGINEER AND ARCHITECT
 AND IS NOT TO BE REPRODUCED
 OR COPIED IN ANY MANNER
 WITHOUT THE WRITTEN CONSENT
 OF THE ENGINEER AND ARCHITECT

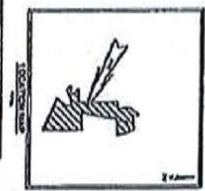
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PRELIMINARY PLAT
 FOR
HWY 9/HWY 53
TRACT
 LAND LOTS 441, 444, 502 & 503 - 4TH DISTRICT - 1ST SECTION
 CITY OF DAWSONVILLE
 DAWSON COUNTY, GEORGIA



City of Dawsonville
415 Highway 53 East, Suite 100
Dawsonville, GA 30534 Phone:
(706) 265-3266

Zoning Amendment Application

Request # ZA-C2000021 Condition/Stipulation Change

Original ZA # _____

Applicant Name(s): FALL LEAF RESIDENTIAL
Address: 3280 Pointe Peewy S 2300 City: NORCROSS Zip: 30092
Phone: 404 502 3305 Cell Phone: _____
Signature(s): [Signature] Date 6-29-19

Property Address: 2 Highway 53 East
Directions to Property from City Hall: Directly across Hwy 53 adjacent Dairy Queen
Tax Map # _____ portion of Parcel # (D04013) and D04021 Current Zoning: CFA
Land Lot(s): 441, 444, 508, 509 District: 4th Section: 1E
Subdivision Name: N/A Lot # _____
Acres: 25.7 Current Use of Property: Vacant
Has a past Request of Rezone of this property been made before? No If yes, provide ZA # _____

The applicant request:

Rezoning to zoning category: B6 Special Use permit for: _____
Proposed use of property if rezoned is: Townhome Development
If Residential: # of lots proposed 150 Minimum lot size proposed 2,000 (Include Conceptual Plan)
Is an Amenity area proposed Yes, If yes, what Tot lot
If Commercial: Total Building area proposed _____ (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: Highway 53 and Hwy 9 Type of Surface: Paved

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

[Signature] Date 6-29-19
Signature of Applicant

Office Use Only:
Date Completed Application Rec'd: 8/19/19 Amount Paid \$ 1250 + Certified Fees Check # 1939 /Cash
Date of Planning Commission Meeting: 9/16/19 Dates Advertised: 8/23/19
Date of City Council Meeting: 9/23/19 Dates Advertised: 8/23/19
Postponed: YES NO Date: _____ Rescheduled for next Meeting: _____
Approved by Planning Commission: YES NO Approved by City Council: YES NO



City of Dawsonville
 P.O. Box 6
 415 Highway 69 East, Suite 100
 Dawsonville, GA 30534
 Phone: (706) 265-3258

**Zoning Amendment
 Authorization**

Property Owner Authorization

I/We Jenkins Family Enterprises L.P. hereby swear that I/we own the property located at (fill in address and/or tax map & parcel #) Highway 53 East
D 04 013 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 undersigned below is authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 6 months from the date of the last action by the City Council.

Printed Name of Applicant or Agent Fall Leaf Residential LLC
 Signature of Applicant or Agent [Signature] Date 5-29-19
 Mailing Address 3280 Pointe Plaza SUITE 2300
 City NONCROSS State GA Zip 30092
 Telephone Number 404 502 3305

Printed Name of Owner(s) Jenkins Family Enterprises L.P.
 Signature of Owner(s) [Signature] Date 5-29-19
 Date _____

Sworn to and subscribed before me
 this 29 day of May 2019
[Signature]
 Notary Public, State of Georgia

My Commission Expires: 11/16/20



(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 tenancy, the names of all members must be listed. If a separate sheet is needed to list all names, please identify as applicant or owner and have the additional sheet notarized also.)

| | | |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
|  | <p align="center">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 DEBORAH MAST hereby swear that I/we own the property located at (fill in address and/or tax map & parcel #) Highway 53 East
D04 021 as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by this request.

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

Printed Name of Applicant or Agent FALL LEAF RESIDENTIAL LLC
Signature of Applicant or Agent [Signature] Date 5/14/19
Mailing Address 3280 Pointe PRVY SUITE 2300
City NORCROSS State GA Zip 30092
Telephone Number 404 502 3305

Printed Name of Owner(s) DEBORAH MAST
Signature of Owner(s) [Signature] Date 5/14/19
Date _____

Sworn to and subscribed before me
this 14th day of MAY 2019
Pamela H. Ashton
Notary Public, State of Georgia



My Commission Expires: _____ Notary Seal

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

| | | |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
|  | <p align="center">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 GEORGE FREISEM hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) Highway 53 East D 04 021 as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by this request.

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

Printed Name of Applicant or Agent Fall Leaf Residential LLC
Signature of Applicant or Agent [Signature] Date 5-14-19
Mailing Address 3280 Pointe PKWY SUITE 2300
City NOY CROSS State GA Zip 30092
Telephone Number 404 502 3305

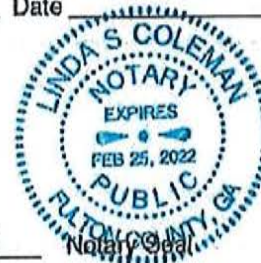
Printed Name of Owner(s) GEORGE FREISEM
Signature of Owner(s) [Signature] Date 5/17/19
Date _____

Sworn to and subscribed before me
this 17th day of May 2019.

[Signature]
Notary Public, State of Georgia

My Commission

Expires: 02/25/2022



(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

6-29-19
 Date

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



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

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

| |
|------------------|
| INVOICE # |
| 12000136 |

INVOICE DATE: 08/20/19
DUE DATE: 09/19/19

| |
|-----------------------------------------------------------------------------------------------------------------------|
| ACCOUNT ID: P-000452 PIN: 512560 FALL LEAF RESIDENTIAL LLC 6435 SHILOH ROAD STE 100 ALPHARETTA GA, 30005 |
|-----------------------------------------------------------------------------------------------------------------------|

PERMIT INFORMATION
PERMIT NO: C2000021
LOCATION: 0 HIGHWAY 53 EAST
OWNER: FALL LEAF RESIDENTIAL LLC

| QUANTITY/UNIT | SERVICE ID | DESCRIPTION | UNIT PRICE | AMOUNT |
|---------------|------------|-------------------------------------------------------|------------|-------------|
| | | Permit No: C2000021 | | |
| 1.0000 | P-0149 | Zoning Request to R6 Permit No: C2000021 | 350.000000 | 350.00 |
| 25.0000/ACR | P-0163 | ZONING REQUEST TO R-6 PER ACRE Permit No: C2000021 | 50.000000 | 1,250.00 |
| 1.0000 | P-0153 | VARIANCE Permit No: C2000021 | 300.000000 | 300.00 |
| 21.0000/EA | P-0155 | CERTIFIED MAIL FEE Permit No: C2000021 | 6.800000 | 142.80 |
| | | TOTAL DUE: | | \$ 2,042.80 |
| | | Prn Payment: 08/20/19 CK 1939 | | -2,042.80 |
| | | 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 #: 12000136
DESCRIPTION: Permit No: C2000021
ACCOUNT ID: P-000452 PIN: 512560
DUE DATE: 09/19/19
TOTAL DUE: \$ 0.00

FALL LEAF RESIDENTIAL LLC
6435 SHILOH ROAD STE 100
ALPHARETTA GA, 30005





DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 12

SUBJECT: ZA-C20000022 Fall Leaf LLC

DATE(s): 11-18-2019 CITYCOUNCIL MEETING 1 01-06-2020 CITY COUNCIL MEETING 2

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**

Fall Leaf Residential LLC has requested a zoning amendment for a portion of TMP D04 013 located at 00 Hwy 53 East and consisting of 1.00 acres from CIR (Restricted Industrial) to CBD (Central Business District)
Hearing Date: Planning Commission – September 16, 2019 and City Council September 23, 2019. Tabled until November 12, 2019. Heard by PC November 12, 2019. Heard by City Council November 18, 2019. –
POSTPONED BY CITY COUNCIL UNTIL JANUARY 6, 2020

HISTORY/ FACTS / ISSUES

Current Zoning CIR vacant

Proposed multi-family development with a 1-acre commercial parcel

Proposed open space to be 12.83 of 25.7 acres

Planning Commission continued public hearings due to DRI requirement

PC voted to approve

OPTIONS:

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Development

REQUESTED BY: R. Irvin



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

SUBJECT: ZA-C2000022 Zoning Amendment Request Fall Leaf Residential

LOCATION: 0 Hwy 53 East TMP D04 013

HEARD BY PLANNING COMMISSION ON: 11 / 12 / 2019

TO BE HEARD BY CITY COUNCIL ON:

DATE(s): 11 / 18 / 2019 WORK SESSION / / CITY COUNCIL MEETING

ADDITIONAL HISTORY/ FACTS/ ISSUES DISCOVERED AT PLANNING COMMISSION:

Fall Leaf Residential LLC has requested a zoning amendment for a portion of TMP D04 013 located at 00 Hwy 53 East and consisting of 1.00 acres from CIR (Restricted Industrial) to CBD (Central Business District)

DRI review returned no regional impact but concerns raised regarding traffic

PC also raised traffic concerns

ACTION TAKEN : APPROVE DENY

REASON FOR DENIAL:

STIPULATIONS: OR SEE MINUTES

None

PLANNING DIRECTOR:  DATE: 11-13-19

PC CHAIR OR DESIGNEE: _____ DATE: _____

ZA - C2000022



FALL LEAF RESIDENTIAL, LLC
6435 Shiloh Rd - Ste 100
Alpharetta, GA 30005

Mayor and City Council
Planning Commission
Dawsonville, Georgia

Re: Rezoning 1 Acre, Georgia Highway 53

Please accept this letter outlining our plans for a 1 acre tract of land fronting on the west side of Georgia Highway 53. This property is currently zoned CIR, Restricted Industrial Commercial.

We are requesting rezoning to CBD to allow the development of a small commercial development.

We believe a commercial development on this property is a much better use for this site than the present industrial zoning would allow. We have a companion rezoning application for a 150 unit condominium development adjacent to this commercial tract. The residents will be able to walk to this commercial development which will be a nice amenity for these homeowners.

We respectfully request that the Planning Commission and City Council approve this rezoning application.

Sincerely,

Fall Leaf Residential, LLC
Norman White



City of Dawsonville
 415 Highway 53 East, Suite 100
 Dawsonville, GA 30534 Phone:
 (706) 285-3256

Zoning Amendment Application

Request # ZA-2000022 Condition/Stipulation Change

Original ZA # _____

Applicant Name(s): FALL LEAF RESIDENTIAL LLC
 Address: 3280 Pointe Duwy S 2300 City: NOBACROSS Zip: 30092
 Phone: 404 502 3305 Cell Phone: _____
 Signature(s) [Signature] Date 6-29-19

Property Address: Highway 53 East
 Directions to Property from City Hall: Directly across the street
 Tax Map # D04013 Parcel # D04013 Current Zoning*: CTR
 Land Lot(s): 444 District: 4th Section: 1E
 Subdivision Name: N/A Lot # _____
 Acres: 1.0 Current Use of Property: Vacant
 Has a past Request of Rezone of this property been made before? No If yes, provide ZA # _____

The applicant request:

Rezoning to zoning category: CBD (Central Business) Special Use permit for: _____

Proposed use of property if rezoned is: COMMERCIAL

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

Is an Amenity area proposed No, If yes, what _____

If Commercial: Total Building area proposed 6,000 sq. ft. (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: Highway 53 East Type of Surface: Paved

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

[Signature] Date 6-29-19
 Signature of Applicant

| | |
|-----------------------------------------------------|-----------------------------------------------------|
| Office Use Only: | |
| Date Completed Application Rec'd <u>8/19/19</u> | Amount Paid \$ <u>500</u> Check # <u>1939</u> /Cash |
| Date of Planning Commission Meeting: <u>9/16/19</u> | Dates Advertised: <u>8/22/19</u> |
| Date of City Council Meeting: <u>9/23/19</u> | Dates Advertised: <u>8/28/19</u> |
| 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: (708) 285-3256</p> | <p align="center">Zoning Amendment Authorization</p> |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|

Property Owner Authorization

I/We Jenkins Family Enterprises LP hereby swear that I/we own the property located at (fill in address and/or tax map & parcel #) Highway 53 East
D04 013 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 undersigned is authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 6 months from the date of the last action by the City Council.

Printed Name of Applicant or Agent Fall Leaf Residential LLC
Signature of Applicant or Agent [Signature] Date 5-29-19
Mailing Address 3280 Pointe Parkway SUITE
City Norcross State GA Zip 30092
Telephone Number 404 502 3306

Printed Name of Owner(s) Jenkins Family Enterprises L.P.
Signature of Owner(s) by [Signature] Date 5-29-19

Sworn to and subscribed before me
this 29 day of May 2019.

[Signature]
Notary Public, State of Georgia

My Commission

Expires: 11/16/2020



(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 \$ N/A 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

5-29-19
 Date

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



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

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

| |
|------------------|
| INVOICE # |
| 12000137 |

INVOICE DATE: 08/20/19
 DUE DATE: 09/19/19

| |
|-----------------------------------------------------------------------------------------------------------------------|
| ACCOUNT ID: P-000453 PIN: 378940 FALL LEAF RESIDENTIAL LLC 6435 SHILOH ROAD STE 100 ALPHARETTA GA, 30005 |
|-----------------------------------------------------------------------------------------------------------------------|

PERMIT INFORMATION
 PERMIT NO: C2000022
 LOCATION: 00 HIGHWAY 53 EAST
 OWNER: FALL LEAF RESIDENTIAL LLC

| QUANTITY/UNIT | SERVICE ID | DESCRIPTION | UNIT PRICE | AMOUNT |
|---------------|------------|---------------------------------------------|------------|-----------|
| | | Permit No: C2000022 | | |
| 1.0000 | P-0129 | Zoning Request to HB Permit No: C2000022 | 500.000000 | 500.00 |
| | | | TOTAL DUE: | \$ 500.00 |
| | | Prn Payment: 08/20/19 CK 1939 | | -500.00 |
| | | | 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 #: 12000137
 DESCRIPTION: Permit No: C2000022
 ACCOUNT ID: P-000453 PIN: 378940
 DUE DATE: 09/19/19
 TOTAL DUE: \$ 0.00

FALL LEAF RESIDENTIAL LLC
 6435 SHILOH ROAD STE 100
 ALPHARETTA GA, 30005





DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 13

SUBJECT: VAR-C2000021 Fall Leaf LLC Appeal

DATE(s): 01-06-2020 CITY COUNCIL MEETING 1 CITY COUNCIL MEETING 2

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

VAR- C2000021: Fall Leaf Residential LLC has filed an appeal of the decision of the Planning Commission for a variance to the minimum lot width from 28 feet to 20 feet for a portion of TMP D04 013 and a portion of D04 021 located at 0 Hwy 53 East and consisting of 25.7 acres. Appeal Hearing Date: City Council on January 6, 2020 at 5:00 pm.

HISTORY/ FACTS / ISSUES

Current Zoning CIR vacant

Proposed multi-family development with a 1-acre commercial parcel

Proposed open space to be 12.83 of 25.7 acres

Planning Commission continued public hearings due to DRI requirement

PC voted to deny this requested variance, Applicant filed an appeal of PC denial to M/CC.

APPLICANT HAS WITHDRAWN APPEAL REQUEST.

OPTIONS:

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Development

REQUESTED BY: R. Irvin



FALL LEAF RESIDENTIAL, LLC
6435 Shiloh Rd - Ste 100
Alpharetta, GA 30005

Mayor and City Council
Dawsonville, Georgia

Re: Withdrawal of Appeal of Variance Denial, 25.7 Acres Georgia Highway 53

Please accept this letter withdrawing the appeal we previously filed on the Planning Commission denial of our variance request to reduce the minimum lot size from the 28 foot required minimum lot width. We have a new plan that will allow us to maintain the 28 foot minimum lot width and no longer wish to appeal the denial.

Sincerely,

Fall Leaf Residential, LLC
Norman White

 RECEIVED
12/17/19
9:30AM
NJC



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 14

SUBJECT: PARKS AND FACILITIES RULES AND REGULATIONS ORDINANCE

CITY COUNCIL MEETING DATE: 01/06/2020

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: **FIRST READING**

An Ordinance To Provide A Method Of Adopting And Enacting Rules And Regulations Concerning Conduct And Activities At All City Public Parks And Facilities; To Provide For Penalties For Violations Of Same; And For Other Purposes.

First Reading: January 6, 2020; Second Reading and Adoption: February 3, 2020

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

First Reading: 01/06/2020

Second Reading: 02/03/2020

Passed: _____

AN ORDINANCE TO PROVIDE A METHOD OF ADOPTING AND ENACTING RULES AND REGULATIONS CONCERNING CONDUCT AND ACTIVITIES AT ALL CITY PUBLIC PARKS AND FACILITIES; TO PROVIDE FOR PENALTIES FOR VIOLATIONS OF SAME; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Council desire to regulate conduct and activities at all City public parks and facilitates through the adoption of various rules and regulations;

WHEREAS, rules and regulations should be enforced by appropriate penalties for the violation of the same to promote compliance therewith; and

WHEREAS, the Mayor and Council desire to adopt an ordinance providing a method for adopting rules and regulations concerning conduct and activities at all City public parks and facilitates, as well as penalties for violation of the same.

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

SECTION 1.

Chapter 10, Article I of the Code of the City of Dawsonville, Georgia, is hereby amended by repealing the existing reservation of Sections 10-1 through 10-18.

SECTION 2.

Chapter 10, Article I of the Code of the City of Dawsonville, Georgia, is hereby amended by adopting and enacting a new Section 10-1 as follows:

Sec. 10-1. – City Park and Facilities Rules and Regulations; Penalties for Violations.

(a) *Rules by Resolution.* The Mayor and Council of the City may adopt various rules and regulations governing the conduct and activities of citizens and visitors at all City parks and facilities open to the public via resolution.

(b) *Applicability of Rules.* All rules and regulations adopted shall apply to all conduct and/or activities within all City parks and facilities open to the public. Such parks and facilities shall include, but in no way be limited to, Main Street Park, the Farmer's Market, the City cemetery, City Hall and City History Museum

(Georgia Racing Hall of Fame), as well as any and all grounds, sidewalks, parking areas, and/or trails thereof.

(c) *Penalties for Violations.* Any and all violations of the rules and regulations established and/or adopted pursuant to this Section shall be punished as outlined in Section 1-8.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SO ADOPTED AND ORDAINED by the City Council of Dawsonville, Georgia, this _____ day of _____, 2020.

**MAYOR AND DAWSONVILLE CITY
COUNCIL**

By: _____
Mike Eason, Mayor

Caleb Phillips, Council Member Post 1

Stephen Tolson, Council Member Post 2

John Walden, Council Member Post 3

Mark French, Council Member Post 4

ATTESTED TO BY:

Beverly Banister, City Clerk



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

SUBJECT: PARKS AND FACILITIES RULES AND REGULATIONS REVIEW

CITY COUNCIL MEETING DATE: 01/06/2020

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 REVIEW THE PARKS AND FACILITIES RULES AND REGULATIONS

HISTORY/ FACTS / ISSUES:

**TO BE APPROVED BY RESOLUTION AT THE FEBRUARY 3, 2020 CITY COUNCIL MEETING
ALONGSIDE THE PARKS AND FACILITIES RULES AND REGULATIONS ORDINANCE**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

CITY OF DAWSONVILLE
PARKS & FACILITIES
RULES & REGULATIONS

Chapter 1 - Authority

- a. As provided by Georgia law, the Dawsonville City Council has the right to create and enforce the following rules and regulations for its parks and facilities. City parks and facilities include Main Street Park, Wallace Park, City Dog Park, City Farmer's Market Facility and such other parks and facilities that the City may add in the future. Violators may be prosecuted.
- b. Park Rules & Regulations are posted at all City parks and facilities and available on the City website. These must be observed by all park and facility visitors. Violators may be removed from the park/facility and may be prosecuted.

Chapter 2 - Hours of Operation

- a. Parks and facilities are open from sunrise to sunset year-round unless otherwise posted.
- b. The City reserves the right to close any park or facility at any time it deems necessary for City event use, maintenance, weather-related or other issues.

Chapter 3 – Risk of Loss or Damage

- a. The City of Dawsonville will not be responsible for the loss or damage of personal property or for injuries to persons or animals who use city parks and facilities. All person(s) using city parks and facilities do so at their own risk.

Chapter 4 - Motor Vehicles

- a. Park roads are public roads, and unless otherwise posted, are subject to license, registrations, safety requirements and regulations of the Georgia Department Public Safety. Drivers must obey all traffic signs and all vehicles must be operated in a legal and safe manner.
- b. The only licensed motorized vehicles permitted on park roads designated for vehicular traffic are non-commercial, passenger automobiles, truck and motorcycles unless prior written approval has been received from the City. Non-licensed vehicles are not are not permitted on park property.
- c. No one shall operate a motorized vehicle except on designated roads. Motorized vehicles of any sort are prohibited from all paths, walkways and paved trails other than maintenance vehicles authorized by the City.
- d. Parking is permitted only in designated areas and visitors shall adhere to the Georgia Code regarding handicap parking.
- e. Motorized vehicles may not be left in any park or facility after dark. Vehicles in violation will be towed at the owner's expense.
- f. The speed limit is 7 miles per hour in all parks.

Chapter 5 - Trail Use

- a. Bicycles are permitted only on park roads and on the designated recreational trails.

- b. Skateboarding is prohibited on all City property, including all sidewalks, buildings, grounds, parks, facilities, cemeteries, and parking areas. Skateboarding is allowed only in designated skateboarding areas, if any.

Chapter 6 - Pets

- a. Dogs must be leashed (no longer than six feet in length) and dogs must always be accompanied by the owner. Owners must quickly pick up any waste or debris caused by their dogs and properly dispose of same in provided containers.
- b. Dogs are not permitted in playground areas or any other posted area.
- c. No other pets besides dogs are allowed in city parks or facilities.

Chapter 7 - Natural Resources

- a. All wildlife, plant life, and any other natural or man-made features are protected and may not be disturbed, damaged, altered or removed.
- b. No person in a city park or a facility shall install or plant any materials except with a permit from the City Manager or his designee.
- c. No person shall possess or use any type of metal detecting equipment.
- d. Lawn pesticides and herbicides may be applied periodically by the City or their designee under manufacturer's or any required guidelines and procedures. Call the City Public Works Department for more information about when and where pesticides and herbicides are being used.

Chapter 8 - Signs/Handbills and Solicitation

- a. No person shall post, print, affix, distribute, deliver, place, cast, erect, or leave about any bill, billboard, placard, ticket, handbill, sign, circular or advertisement other than described in Section 'b' of this chapter in any City park or facility without prior approval of the City Manager or his designee.
- b. Persons desiring to place signs on a fence or other park/facility property to advertise a special event or cause must apply to the City Manager or his designee for permission to place signs. A maximum of two signs, up to 3' X 5' each, for the same event or cause may be placed for a maximum of thirty (30) days during a calendar year. Signs must be removed within three days following the event.
- c. No solicitation is permitted at city parks or facilities other than the sales of products properly permitted by the city.

Chapter 9 - No Vaping – No Smoking – No Dipping – No Tobacco

- a. The use of any and all vape devices, tobacco products, snuff, and other similar items is prohibited on all City property, including all buildings, grounds, parks, facilities, cemeteries, and parking areas.

Chapter 10 - Intoxicants

- a. Possession, consumption or use of alcoholic beverages or intoxicants is unlawful in any City park or facility unless it is at a properly permitted City event that allows alcohol.

Chapter 11 - Fires

- a. Ground fires are not permitted in the parks or facilities.
- b. Fires are only permitted in grills for cooking purposes, must always be attended, properly contained and extinguished.
- c. Portable stoves or grills may not be placed on picnic tables.
- d. Burning material, hot coals or ashes may not be placed on grass, plants, in bodies of water, or in trash cans.
- e. Patrons should either allow coals or ashes to cool completely and then carry out of the parks for disposal or deposit in identified hot coal bins.

Chapter 12 - Loitering

- a. No person shall loiter, delay or stand idly around in the vicinity of a restroom or designated parking area located in the park or facility.
- b. Other than minor children under 6 years of age, no person shall enter rest rooms in a park or facility that is different than that person's gender.

Chapter 13 - Camping

- a. Camping is prohibited in City parks and facilities without the permission of the City Manager or his designee.

Chapter 14 – Commercial Photography & Filming

- a. It is the desire of the City to provide for the use of its facilities to accommodate photography and filming when practical and appropriate. In determining whether to authorize the use of any city parks, facilities, structures or other properties for commercial photography and filming; primary consideration will be given to reducing disruption of normal public use, recovering expenses incurred by the City, and protecting the cultural and natural resources.
- b. Individuals or Companies applying for approval of photography or film shoots must obtain an *Application for Film Permit* from the city and submit it to the City Manager or his designee for approval at least four weeks prior to the requested shoot date. Fees may be assessed.
- c. Any and all insurance requirements, indemnifications, waivers of liability and agreements for financial responsibility must be agreed upon prior to filming.

Chapter 15 - Drones/Engine Powered Toy Airplanes

- a. Drone operation, toy airplanes or other engine powered flying devices are prohibited in City parks and facilities unless specifically approved in writing in advance by the City Manager or his designee.
- b. If the drone is to be used for commercial photography and filming, an *Application for Film Permit* will also have to be submitted and approved.
- c. The requestor must provide detailed project description, specific site location requested, and exact dates and times the drone is to be used.
- d. The requestor must also submit their FAA drone registration, the name of the pilot, and proof of FAA Small UAS Certification Part 107.

Chapter 16 - Firearms – Weapons

- a. Persons may carry firearms in city parks and facilities only in accordance with federal, state and local law.
- b. Discharging a firearm in city parks or other facilities is prohibited.
- c. Bows and arrows, explosives or other dangerous ordinance, fireworks , missile throwing device, or any other weapon are not permitted in city parks and facilities.

Chapter 17 - Rules of Conduct

- a. Persons in city parks and facilities must conduct themselves in such a way as not to disturb the peace and quiet of the parks, facilities or surrounding neighborhoods.
- b. No person shall play a radio or other sound amplification devise so loud as to be an annoyance to other people in the park or to nearby residents. No person shall use any sound amplification device audible more than twenty (20) feet from the device without written permission of the City Manager or his designee.
- c. Persons using the parks and facilities are expected to exercise reasonable care of the city property, to clean the area before leaving and to properly dispose of trash.
- d. No person shall deposit any garbage, ashes, sewage, refuse, earth or any other waste material other than in receptacles provided for such purpose.
- e. Household or business refuse or garbage shall not be deposited in park or facility receptacles.
- f. No person shall remain within a park or facility who does not abide by conditions adopted and posted by the City for the preservation of good order and the protection of property within the park.
- g. Any person directed by a peace officer, City employee, or other agents of the City Council in the lawful performance of their duties, to leave the park or facility shall do so promptly and peaceably.

Chapter 18 - Picnic Shelters including Farmer's Market Pavilion

- a. Reservations are required for all shelter rentals and must be submitted on the required reservation form available at the City website www.dawsonville-ga.gov or at City Hall. Payments must accompany reservations. Reservation is not valid without payment.
- b. Reservations are accepted up to 12 months in advance in person, by phone, email, and mail. The appropriate reservation form and payment must be submitted within seven days of the reservation for it to be valid.
- c. All cancellation requests must be submitted in writing. If cancellation is requested more than 30 days from the event, a full refund less the \$10.00 administrative fee shall be granted. If cancellation is requested between 14 and 29 days from event, a 50% refund less the \$10.00 administrative fee will be granted. If reservation is cancelled 13 days or less from the event, there is no refund.
- d. There is a \$10.00 administrative fee per reservation date change. Changes to reservation dates must be made more than 30 days from the event.
- e. Fees will not be refunded if the event is canceled due to inclement weather.
- f. Use of food trucks or vendors, bouncy houses, pop up canopies, etc. and other similar equipment/uses are prohibited without prior approval from the City Manager or his designee.

- g. Users will enter shelters on the reserved day no sooner than the opening hours and will leave the premises prior to closing hours. Or if renting the pavilion, users may occupy no sooner than the rented time slot and no later than the ending of time slot.
- h. Consumption or possession of alcoholic beverages is prohibited other than at a City permitted event where alcoholic beverages are specifically allowed in the park or facility.
- i. Renter will be held liable for any damage done to the shelter during their reservation. The shelter must be clean after the event concludes and ready for the next reservation.
- j. Renter will make certain all cooking fires are properly extinguished.
- k. Renter will put all litter and refuse associated with the event in the provided containers.
- l. Any group that abuses a shelter or violates rules and regulations will not be issued future reservations, and charges for damages will be assessed.
- m. Decorations may only be taped to surfaces with blue painter's tape. No tacks, staples, screws or nails may be used anywhere in the shelter. Confetti, glitter, rice or similar decorations is not allowed.
- n. Portable grills or any cooking apparatus, including those using bottle propane, are prohibited inside the shelter and may not be located closer than 25' from any structure.
- o. Amplified music must have prior approval from the City Manager or his designee.
- p. Tables, chairs and other amenities shall not be moved or removed from the shelter.

Chapter 19 - Dog Park Regulations

These regulations are to ensure a safe, disease-free exercise environment is maintained for all dog park patrons.

- a. All persons using the dog park do so at their own risk.
 - b. The owners are responsible for the behavior of their dogs and are liable for any damages or injuries caused by their dogs.
 - c. No dog shall be left unattended in the dog park.
 - d. Owners must quickly pick up any waste or debris caused by their dogs and properly dispose of same in the provided containers.
 - d. All dogs must wear a current license tag, vaccination tags, and owner identification tag attached to the collar while in the dog park.
 - e. Owners must always have a leash with them and must use it upon entering or leaving the dog park.
 - f. Dogs utilizing the dog park must be free of contagious diseases/conditions.
 - g. Any aggressive or unruly dog must be removed from the park immediately.
 - h. Only dogs 25 lbs. and under are permitted in the small dog section. Use of the large dog section is strictly limited to those 26 lbs. and over.
 - i. No food items are permitted within the dog park. The only exception is small treats intended only for dogs. Do not feed treats to dogs other than your own dog.
 - j. Puppies must be at least four months old to use the dog park.
 - k. Children under the age of 12 must always be accompanied by an adult in the dog park.
 - l. There is a limit of three dogs per handler in the dog park.

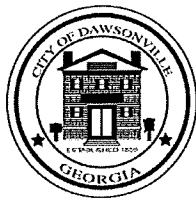
- m. The City reserves the right to close the Dog Park at any time for maintenance or other reasons.

Chapter 20 - Special Events

- a. Anyone wanting to utilize any city park or facility, shelter for a special event, such as, parade, rally, public assembly, public demonstration, road closing, Walk/Run, weekend tournaments, presentation of the arts, commercial event, etc. must submit a Permit Application and a \$2,000,000.00 Certificate of Insurance for permission to the City Manager or his designee along with a \$250.00 damage/clean-up deposit no less than 30 days prior to the event.
- b. Marking on the trails or roadways for special events must be water soluble paint, temporary cones/signs, etc.
- c. Use of food trucks or vendors, bouncy houses, pop up canopies, etc. and other similar equipment/uses are prohibited without prior written approval from the City Manager or his designee.

Chapter 21 - Enforcement

- a. The City of Dawsonville Code Enforcement or the Dawson County Sheriff's Office, upon probable cause, is hereby authorized to issue citations for violations of any provision of these rules where a penalty may be levied upon a person found to have violated said provision. Citation shall be heard by the City Municipal Court.
- b. Any person repeatedly violating any rule or regulation may lose the privilege of entering a park or using a shelter for a period of time and receive such fines as determined by the City Judge upon the trial and conviction for any citation.
- c. Sherriff's Office, and City employees may order any person violating any of the provisions of the rules and regulations to leave and not re-enter the area on the day of the violation and the City Manager may ban repeat violators up to one month.



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 16

SUBJECT: GRAVEL ROAD DEVELOPMENT ORDINANCE REVIEW

CITY COUNCIL MEETING DATE: 01/06/2020

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO PRESENT AND REVIEW THE GRAVEL ROAD DEVELOPMENT ORDINANCE

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor

First Reading: _____

Second Reading: _____

Passed: _____

AN ORDINANCE TO AMEND SUBPART B, CHAPTER 109 OF THE CODE OF THE CITY OF DAWSONVILLE, GEORGIA, TO PROVIDE CONSTRUCTION SPECIFICATIONS FOR UNPAVED AND/OR GRAVEL ROADWAYS WITHIN THE CITY LIMITS; TO PROVIDE FOR THE ACCEPTANCE OF SUCH UNPAVED AND/OR GRAVEL ROADWAYS INTO THE CITY ROADWAY SYSTEM; AND FOR OTHER PURPOSES.

WHEREAS, the revision of Subpart B, Chapter 109 will provide standard regulations for unpaved/gravel roads constructed within the City Limits of the City of Dawsonville, Georgia; and

WHEREAS, the Mayor and City Council desire to adopt such amendment.

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

SECTION 1.

Subpart B, Chapter 109 of the Code of the City of Dawsonville, Georgia, is hereby amended by repealing the reservation of Secs. 109-58–109-78.

SECTION 2.

Subpart B, Chapter 109 of the Code of the City of Dawsonville, Georgia, is hereby amended by inserting and enacting a new “ARTICLE VIII – GRAVEL ROADS”

ARTICLE VIII – GRAVEL ROADS

Sec. 109-58. – Where Gravel Roads Allowed.

Other than in RA zoned properties, all roads must be paved to specifications as set forth in these development regulations including but not limited to the requirements of Article VI. Gravel roads are only allowed in RA zoned properties where the development contains only residential properties with two or more acres per lot, where the total number of lots served by gravel roads does not exceed 20 and no other zoning category adjoins the gravel road other than at an intersection with a paved road. All gravel roads must meet the specifications of this Article VIII.

Sec. 109-59. – Gravel Roadway Specifications.

All developments constructing gravel roads shall comply with the minimum specifications for such roads provided for herein, as well as other applicable industry standards. Gravel roads shall be constructed to the following specifications as a precondition to dedication and acceptance into the City system of streets and roads:

- (a) Gravel roads shall have a minimum fifty (50) foot right of way which shall be cleared, properly sloped and stabilized with only road signage, entry driveways and mailboxes within the right of way. Dead-end roads shall have a cul-de-sac with a minimum one hundred twenty (100) foot diameter right of way. Cul-de-sac shall have a minimum (80) foot diameter of travel lane.
- (b) Roadbeds shall have a minimum driving surface width of twenty (20) feet with a six (6) inch or more layer of compacted graded aggregate base stone. The base layer shall be compacted according to industry standards and coated with calcium chloride at a rate of .30 gallons per square yard, or greater as per accepted industry standards.
- (c) Gravel roads shall be ditched, crowned, and properly drained. Shoulders width shall be a minimum of five (5) feet and all disturbed rights-of-way shall be grassed and constructed in compliance with an approved soil erosion and sediment control plan and/or best management practices.
- (d) All driveways accessing upon gravel roads shall have properly installed culverts in the roadway ditch, which conform to the following specifications:
 - (1) The driveway culvert shall be a minimum of eighteen (18) inches in diameter and twenty-five (25) feet in length.
 - (2) Driveway culvert pipe sizes must be approved by the City Manager or his designee, and shall be made of concrete, HDPE or galvanized steel.
 - (3) The City does not provide pipe or place pipe for driveways. The property/development owner shall be responsible for purchasing and installing such pipe.
 - (4) A permit shall be obtained for each driveway, which may be obtained by applying with the planning and zoning department.
- (e) Gravel road grades shall not exceed ten (10) percent and cul-de-sac's grades shall not exceed six (6) percent; provided further, that roadway grades at intersections with other roadways (paved or gravel) shall not exceed five (5) percent for a distance of a minimum of fifty (50) feet from the intersected road right-of-way.

(f) Curb, gutter, and curb cuts shall not be required. However, gravel road cross-drains shall be designed for a fifty (50) year frequency flood event. The cross-drain material shall be reinforced concrete pipe with end treatments and outlet rip rap apron.

(g) The owner/developer shall at the owner/developer's expense erect galvanized steel sign post(s) with City approved aluminum sign(s) thereupon, giving the name of the road and shall bear the cost of erecting all traffic control signs at appropriate locations along the roadway as required by the City Manager and/or his designee.

Sec. 109-60. – Acceptance of Gravel Roads into City System.

(a) In the event that an owner or developer wishes to dedicate a gravel road to the City for inclusion within the City system of streets and roads, the road shall be inspected by the City Manager and/or his designee(s) and approved as complying in all aspects with this Article VIII prior to the road's consideration before the Mayor and City Council for acceptance.

(b) The owner/developer of the gravel road to be dedicated to the City shall furnish the City a proposed name of the roadway that has been pre-approved by the Dawson County GIS for E-911 purposes. The City shall not be obligated or required to accept the proposed name.

(c) The owner/developer of the gravel road to be dedicated to the City shall provide the City with a right of way deed and a title opinion from a State Bar of Georgia licensed attorney at the expense of the owner/developer.

(d) The City shall not be obligated or required to accept a gravel road into the City system of streets and roads, even though such road otherwise meets and/or exceeds the requirements of this Article.

Secs. 109-61–109-78. – Reserved.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SO ADOPTED AND ORDAINED by the City Council of Dawsonville, Georgia, this _____ day of _____, 2020.

MAYOR AND DAWSONVILLE CITY COUNCIL

By: _____
Mike Eason, Mayor

Caleb Phillips, Council Member Post 1

Stephen Tolson, Council Member Post 2

John Walden, Council Member Post 3

Mark French, Council Member Post 4

ATTESTED TO BY:

Beverly A. Banister, City Clerk