

**AGENDA**  
**CITY COUNCIL REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, October 5, 2020**  
**5:00 P.M.**

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1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
  - a. Approve Minutes
    - Regular Meeting and Work Session held September 21, 2020
    - Special Called Meeting held September 29, 2020
    - Executive Session held September 29, 2020
  - b. Approve Lease Agreement for Printer/Scanner for Planning and Zoning Department

**BUSINESS**

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

**ADJOURNMENT**

*The next scheduled City Council meeting is October 19, 2020*

*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

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SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 10/05/2020

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PURPOSE FOR REQUEST:

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

- a. Approve Minutes
    - Regular Meeting and Work Session held September 21, 2020
    - Special Called Meeting held September 29, 2020
    - Executive Session held September 29, 2020
  - b. Approve Lease Agreement for Printer/Scanner for Planning and Zoning Department
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DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7a

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SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 10/05/2020

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget      Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST:

**TO APPROVE THE MINUTES FROM:**

- **REGULAR MEETING AND WORK SESSION HELD SEPTEMBER 21, 2020**
  - **SPECIAL CALLED MEETING HELD SEPTEMBER 29, 2020**
  - **EXECUTIVE SESSION HELD SEPTEMBER 29, 2020**
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HISTORY/ FACTS / ISSUES:

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OPTIONS:

**AMEND OR APPROVE AS PRESENTED**

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly Banister, City Clerk

**MINUTES**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
**G.L. Gilleland Council Chambers, City Hall 2<sup>nd</sup> Floor**  
**Monday, September 21, 2020**  
**5:00 P.M.**

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1. **CALL TO ORDER:** Mayor Mike Eason called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Present were Councilmember John Walden (via teleconference), Councilmember Mark French, Councilmember Caleb Phillips, Councilmember Stephen Tolson, City Attorney Dana Miles, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utility Director Gary Barr and Finance Administrator Hayden Wiggins.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Tolson.
4. **ANNOUNCEMENTS:** Mayor Eason announced there are nine more days to return your information for the census. Early voting will start next month at the Academy Street location for the November election.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by S. Tolson; second by J. Walden. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** No comments from the public.
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a, b, c, d, e) made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor.
  - a. Approve Minutes
    - Regular Meeting and Work Session held August 17, 2020
    - Executive Session held August 17, 2020
    - Special Called Meeting held September 2, 2020
    - Special Called Meeting held September 10, 2020
  - b. Approve City Hall Closure on October 23, 2020 for Moonshine Festival
  - c. Approve Resolution – Bee City USA Affiliate (Exhibit “A”)
  - d. Approve Second Amendment to Farmer’s Market Use Agreement
  - e. Approve Consulting Agreement with Gary Barr

**BUSINESS**

8. **APPOINTMENT – DAWSONVILLE HISTORY MUSEUM BOARD OF DIRECTORS:** Motion to appoint Cody Dinsmore to the Dawsonville History Museum Board of Directors to fill the unexpired term of Trampas Hansard through August 4, 2022 by M. French; second by C. Phillips. Vote carried unanimously in favor.

**WORK SESSION**

9. **SOLID WASTE COLLECTION SERVICE CONTRACT RENEWAL AND ESTABLISH ANNUAL CITY SERVICE CHARGE:** Motion to approve the 2021 contractor rate for Red Oak Sanitation solid waste collection service at \$13.20 per can, per month and to set the 2021 solid waste service charge at \$15.50 per can, per month made by M. French; second by S. Tolson. Vote carried unanimously in favor.

**STAFF REPORTS**

10. **BOB BOLZ, CITY MANAGER:** City Manager Bolz provided an update on City projects in the packet but also reported on the following:
  - Disinfecting of City Hall and the playgrounds are occurring on a regular basis
  - Second punch list completed on Friday for the Main Street Park Restroom project
  - Three Eagle Scout Candidate projects are underway
  - Milestone list provided on the sampling manhole construction at Gold Creek Foods for industrial discharge sewer
  - David Picklesimer has been selected and has started as the new Planning Director
  - September Food Truck night was extremely successful; next event is October 2, 2020
  - Leak adjustment reported as \$137.89 for the last month

**MINUTES**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
**G.L. Gilleland Council Chambers, City Hall 2<sup>nd</sup> Floor**  
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- Discussion with Major Rowan from DCSO regarding the Mountain Moonshine Festival resulted in a determination that he did not say Hwy 53 should be closed during the festival, but he did have concerns about pedestrian traffic. He (Rowan) also informed Bolz about a parade intended to occur during the festival unbeknownst to the City. To date, there are fifty-nine (59) two-day vendors and thirty-three (33) three-day vendors.

Motion to set a Special Called City Council meeting on September 29, 2020 at 4:00 pm for the purpose of reconsidering the conditions of the Fifty-Third Mountain Moonshine Festival permit made by J. Walden; second by S. Tolson. Vote carried unanimously in favor.

- 11. HAYDEN WIGGINS, FINANCE ADMINISTRATOR:** Financial reports representing fund balances and activity provided through August 31, 2020.

**ADJOURNMENT:**

At 5:14 p.m. a motion to adjourn the meeting was made by J. Walden; 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

**A RESOLUTION OF DAWSONVILLE CITY COUNCIL  
DESIGNATING DAWSONVILLE AS A BEE CITY USA® AFFILIATE.**

WHEREAS, the mission of BEE CITY USA is to galvanize communities to sustain pollinators, responsible for the reproduction of almost 90% of the world's flowering plant species, by providing them with healthy habitat, rich in a variety of native plants and free to nearly free of pesticides; and

WHEREAS, thanks to the more than 3,600 species of native bees in the United States, along with introduced honey bees, we have very diverse dietary choices rich in fruits, nuts, and vegetables; and

WHEREAS, bees and other pollinators have experienced population declines due to a combination of habitat loss, poor nutrition, pesticides (including insecticides, fungicides, and herbicides), parasites, diseases, and climate change; and

WHEREAS, pollinator-friendly communities can benefit local and regional economies through healthier ecosystems, increased vegetable and fruit crop yields, and increased demand for pollinator-friendly plant materials from local growers; and

WHEREAS, ideal pollinator-friendly habitat (A) Is comprised of mostly native wildflowers, grasses, vines, shrubs, and trees blooming in succession throughout the growing season to provide diverse and abundant nectar and pollen, since many wild pollinators prefer or depend on the native plants with which they co-adapted; (B) is free to nearly free of pesticides, as many pesticides can harm pollinators and/or their habitat; (C) comprises undisturbed spaces (leaf and brush piles, unmown fields or field margins, fallen trees and other dead wood) for nesting and overwintering; and (D) provides connectivity between habitat areas to support pollinator movement and resilience; and

WHEREAS, Integrated Pest Management (IPM) is a long-term approach to maintaining healthy landscapes and facilities that minimizes risks to people and the environment by: identifying and removing the causes of pest problems rather than only attacking the symptoms (the pests); employing pests' natural enemies along with cultural, mechanical, and physical controls when prevention is not enough; and using pesticides only when no other method is feasible or effective; and

WHEREAS, supporting pollinators fosters broad-based community engagement in environmental awareness and sustainability; and

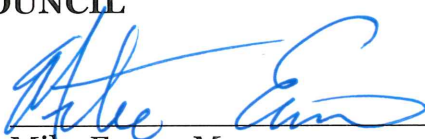
WHEREAS, Dawsonville should be certified a *BEE CITY USA* community because Dawsonville is a small town with a very successful Main Street Park. This new Park attracts city and county (Dawson) visitors for a variety of activities. The Dawson County Woman's Club, an affiliate of the General Federation of Women's Clubs, has created and maintained a pollinator garden with native plants, plant identification tags, brochures and signage to educate and encourage the residents of the community to plant a spot for pollinators. Native plants and seeds are distributed on a weekly basis to the public at the Farmers' Market. Pollinator spots are also chosen at local businesses, offices and government buildings and given native plants and a Save our Bees yard sign. Presentations have been provided for the general public regarding pollinators, their perils, protection and plantings.

**NOW, THEREFORE**, in order to enhance understanding among local government staff and the public about the vital role that pollinators play and what each of us can do to sustain them, Dawsonville chooses to support and encourage healthy pollinator habitat creation and enhancement, resolving as follows:

1. The Dawson County Woman’s Club is hereby designated as the BEE CITY USA sponsor.
2. Bob Bolz, City Manager of Dawsonville, is designated as the BEE CITY USA Liaison.
3. Facilitation of Dawsonville’s BEE CITY USA program is assigned to the Dawson County Woman’s Club Pollinator Committee.
4. The Dawson County Woman’s Club Pollinator Committee is authorized to:
  - a. **Celebration:** Host at least one educational event or pollinator habitat planting or restoration each year to showcase Dawsonville’s commitment to raising awareness of pollinator conservation and expanding pollinator health and habitat.
  - b. **Publicity & Information:** Install and maintain at least one authorized BEE CITY USA street sign in a prominent location, and create and maintain a webpage on the Dawson County Woman’s Club website which includes, at minimum a copy of this resolution and links to the national BEE CITY USA website; contact information for your BEE CITY USA Liaison and Committee; reports of the pollinator-friendly activities the community has accomplished the previous year(s); and your recommended native plant species list and integrated pest management plan (explained below).
  - c. **Habitat:** Develop and implement a program to create or expand pollinator-friendly habitat on public and private land, which includes, but is not limited to, Identifying and inventorying Dawsonville real property that can be enhanced with pollinator-friendly plantings; creating a recommended locally native plant list to include wildflowers, grasses, vines, shrubs, and trees and a list of local suppliers for those species; and, tracking (by square footage and/or acreage) annual area of pollinator habitat created or enhanced.
  - d. **Pollinator-Friendly Pest Management:** Create and recommend to the public an integrated pest management (IPM) plan designed to prevent pest problems, reduce pesticide use, and expand the use of non-chemical pest management methods.
  - e. **Policy & Plans:** Provide input for the Design Guidelines of the Dawsonville Comprehensive Plan related to the BEE CITY USA designation and goals.
  - f. **Renewal:** After completing the first calendar year as a BEE CITY USA affiliate, each February, apply for renewal of Dawsonville’s BEE CITY USA designation following the format provided by BEE CITY USA, including a report of the previous year’s BEE CITY USA activities, and paying the renewal fee based on Dawsonville’s population.

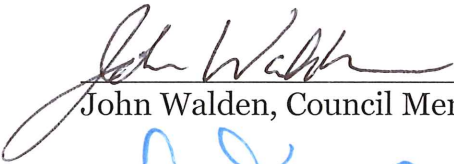
**SO ADOPTED AND RESOLVED** by the Dawsonville City Council of the Dawsonville, GA, this 21 day of September, 2020.

**MAYOR AND DAWSONVILLE CITY COUNCIL**

By:   
Mike Eason, Mayor

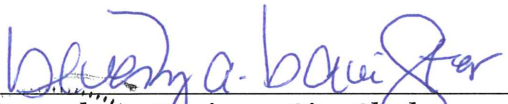
  
Caleb Phillips, Council Member Post 1

  
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





**MINUTES**  
**CITY COUNCIL SPECIAL CALLED MEETING**  
**G.L. Gilleland Council Chambers, City Hall 2<sup>nd</sup> Floor**  
**Thursday, September 29, 2020**  
**4:00 P.M.**

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1. **CALL TO ORDER:** Mayor Mike Eason called the meeting to order at 4:00 pm.
2. **ROLL CALL:** Present were Councilmember John Walden, Councilmember Mark French, Councilmember Caleb Phillips, Councilmember Stephen Tolson, City Attorney Paul Mitchell, City Manager Bob Bolz, Deputy City Clerk Tracy Smith and Public Works Director Trampas Hansard.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Walden.
4. **ANNOUNCEMENTS:** Mayor Eason reminded the community to participate in the 2020 census. He also announced early voting starts October 12, 2020. Food Truck night will be this Friday, October 2, 2020 at the Farmer's Market.
5. **APPROVAL OF THE AGENDA:** Motion to amend the agenda to add a discussion of the October 5, 2020 City Council meeting made by S. Tolson; second by J. Walden. Motion not carried. Vote was three in favor (Tolson, Walden Phillips) with one opposed (French). Vote was not unanimous to amend the agenda of the Special Called meeting as required by the Charter for a Special Called meeting.  
  
Motion to approve the agenda as presented made by C. Phillips; second by S. Tolson. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** No comments from the public.

**EXECUTIVE SESSION:** At 4:05 p.m. a motion to close regular session and go into executive session for potential litigation was made by S. Tolson; second by M. French. Vote carried unanimously in favor.

At 4:12 p.m. a motion to close executive session and resume regular session was made by S. Tolson; second by J. Walden. Vote carried unanimously in favor.

## **BUSINESS**

7. **REVIEW CONDITIONS OF THE FIFTY-THIRD ANNUAL MOUNTAIN MOONSHINE FESTIVAL PERMIT:** City Manager Bolz read the staff recommendations for the festival permit on October 23-25, 2020.

Dawson County Fire Chief Danny Thompson expressed concerns about delayed response times which can add two to five minutes responding to emergencies to the west side of the County when Hwy 53 and/or Hwy 9 are closed. He is, however, willing to work with the plan developed by the City and Kare for Kids.

Dawson County Chief Deputy Greg Rowan also stated the department will work with the plan that is developed by the City and Kare for Kids but they do have concerns about the potential of an excessive amount of visitors that will come into the area since this is the only festival being held this year and closing Hwy 53 could create safety issues with the influx of traffic.

Mayor Eason voiced concerns about people parking in areas other than designated parking creating a pedestrian hazard if people do not stay within crosswalks and on sidewalks. The Council shared concerns from local businesses who have stated they desire to remain open and benefit from festival visitors but would have to close if Hwy 53 is closed.

Tom French spoke on behalf of Kare for Kids stating concerns and the inability to control visitors crossing outside of crosswalks. Attorney Mitchell stated the City has addressed the safety concerns by requiring Kare for Kids to utilize parking areas accessible to a sidewalk or a dedicated shuttle service. Mayor Eason reiterated the expectation is for any parking area designated by Kare for Kids that has no sidewalk or crosswalk must have shuttle service. Rhonda Goodwin, Angela Harbin, Tiffany Buchan continued to discuss concerns and logistics of the festival insisting on the full use of Hwy 53 and requesting for it to be closed. Rhonda Goodwin provided details regarding the parade which will occur on Saturday, October 24, 2020 from 9:00 am – 10:00 am.

**MINUTES**  
**CITY COUNCIL SPECIAL CALLED MEETING**  
**G.L. Gilleland Council Chambers, City Hall 2<sup>nd</sup> Floor**  
**Thursday, September 29, 2020**  
**4:00 P.M.**

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Motion made by S. Tolson to ratify the festival permit on October 23-25, 2020 with the following conditions and to consider the closure of Hwy 53 if all areas as provided by City Council throughout Main Street Park, the entire City Hall Complex, Memory Lane and Allen Street are exhausted :

1. KARE is familiar with the CDC Guidelines and the Governor's Executive Order and will make every effort to comply to the Guidelines and Order that are in effect on October 23-25, 2020. This includes KARE providing signs regarding COVID Guidelines.
2. KARE has emailed all vendors and informed each one that they will be required to wear a mask at all times during festival hours. KARE, at their expense, will supply masks and will hand out masks to anyone not wearing a mask. KARE will ask visitors to please wear a mask; however, KARE cannot force anyone to wear a mask.
3. KARE will space vendors at least 10 feet apart to help with social distancing.
4. KARE, at their expense, will have personnel on site to clean the tables placed around the festival food areas. The same personnel will remain in the food area to help maintain social distancing.
5. KARE has emailed all vendors and informed them that they must provide hand sanitizer at their booths.
6. KARE, will inform the vendors that as a condition of their vendor permit from KARE, no sales may be made by anyone not wearing a mask. Vendors who violate this rule will have their permit revoked by KARE and asked to immediately leave the festival.
7. KARE will have two or more volunteers checking temperatures of all vendors when they arrive each day. KARE will have a spreadsheet with all names and will document all temperatures. No vendor shall be allowed to begin interacting with the public or engage in sales until their temperatures has been checked and verified to be normal in accordance with CDC guidelines.
8. KARE, at their expense, will provide for cleaning of the City's restrooms and any rental port-a-potties used at the festival every three hours.
9. KARE will only utilize parking areas that are accessible by city sidewalks and/or a KARE provided shuttle service.
10. KARE will use only the areas designated on the map for vendors and the festival consisting of Main Street Park, Allen Street, Memory Lane and the city-owned area around the City Hall/GRHOF complex.
  - Closed Road Allen St – City Hall Alley: 910' = 45 spaces
  - Rear Parking GRHOF: 984' = 48 spaces
  - Side of GRHOF adjacent to Food Lion parking: 180' = 9 spaces
  - Main Street Park: 690' = 56 spaces
  - Allen St – Farmer's Market: 601' = 30 spaces
  - Allen Street/Thunder Road – Library: 1190' = 33 spaces
  - Memory Lane – Jack Heard St: 1,000' = 50 spaces
  - Farmer's Market less covered area: 423' = 21 spaces
  - Total Vendor Space: 5,978' = 292 ea. 10' x 10' spaces w/10' distance between each space

**MINUTES**  
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**G.L. Gilleland Council Chambers, City Hall 2<sup>nd</sup> Floor**  
**Thursday, September 29, 2020**  
**4:00 P.M.**

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11. Highway 53 and Highway 9 will not be closed or used for the Festival other than the Parade which will be from 9:00 am to 10:00 am on Saturday, October 24, 2020.

12. KARE will be charged for all cleanup costs following the Festival by invoice from the City and shall pay the same within ten (10) days of invoice date.

Second by J. Walden. Vote carried unanimously in favor.

**ADJOURNMENT:**

At 5:22 p.m. a motion to adjourn the meeting was made by S. Tolson; second by J. Walden. Vote carried unanimously in favor.

By: CITY OF DAWSONVILLE

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

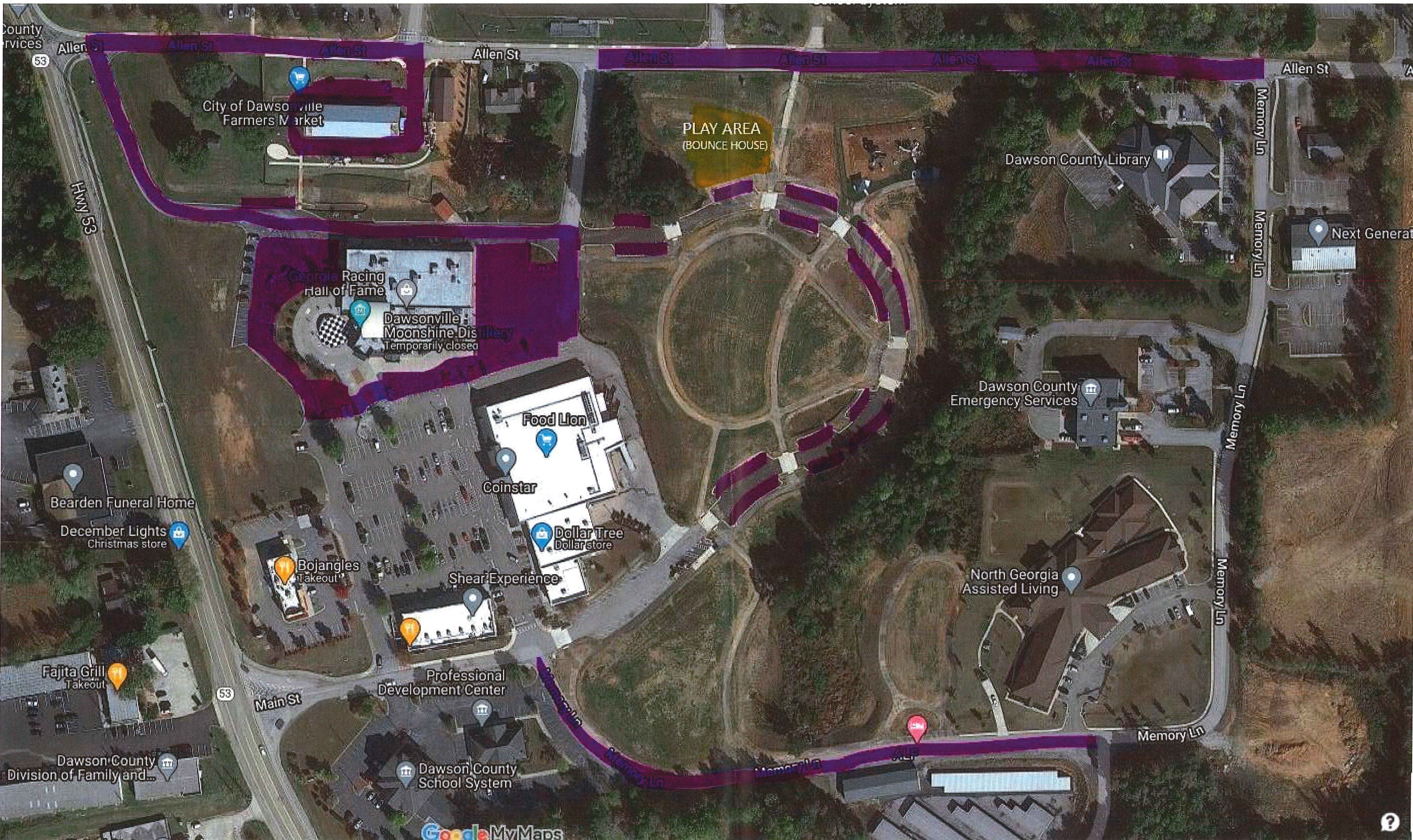
\_\_\_\_\_  
Caleb Phillips, Councilmember Post 1

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

\_\_\_\_\_  
John Walden, Councilmember Post 3

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

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



County  
Services

Allen St

Allen St

Allen St

Allen St

Allen St

Allen St

Allen St

Allen St

Allen St

HWY 53

City of Dawsonville  
Farmers Market

PLAY AREA  
(BOUNCE HOUSE)

Dawson County Library

Memory Ln

Memory Ln

Next Generat

Georgia Racing  
Hall of Fame

Dawsonville  
Moonshine Distillery  
Temporarily closed

Food Lion

Dawson County  
Emergency Services

Memory Ln

Bearden Funeral Home

December Lights  
Christmas store

Coinstar

Dollar Tree  
Dollar store

Bojangles  
Takeout

Shear Experience

North Georgia  
Assisted Living

Memory Ln

Fajita Grill  
Takeout

Professional  
Development Center

53

Main St

Memory Ln

Dawson County  
Division of Family and...

Dawson County  
School System

Google MyMaps





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7b

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SUBJECT: APPROVE LEASE AGREEMENT FOR PRINTER/SCANNER FOR PLANNING AND ZONING DEPARTMENT

CITY COUNCIL MEETING DATE: 10/05/2020

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

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

Budget Amendment Request from Reserve: \_\_\_\_\_ SPLOST VI \_\_\_\_\_ General Fund

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PURPOSE FOR REQUEST:

**TO APPROVE LEASE AGREEMENT FOR EVERYDAY PRINTING AND SCANNING FOR PLANNING AND ZONING DEPARTMENT**

**NOTE: THIS IS SEPARATE FROM THE WIDE FORMAT SCANNER AND PRINTER RECENTLY LEASED**

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HISTORY/ FACTS / ISSUES:

- **CURRENT PRINTER IS ANTIQUATED, SLOW AND INEFFICIENT. SCANNING AND PRINTING CAPACITY IS AT 50% OF NEW PRINTER. RESOLUTION IS POOR.**
- **AGREEMENT REVIEWED AND APPROVED BY LEGAL**
- **CURRENT LEASE WILL BE TERMINATED AND REPLACED**
- **FUNDS BUDGETED IN THE FY2021 GENERAL FUND BUDGET**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

**APPROVE AS REQUESTED**

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REQUESTED BY: David Picklesimer, Planning Director



# SALES ORDER

P.O. Box 1548  
Gainesville, GA 30503

Customer PO: \_\_\_\_\_  
Federal Tax ID# \_\_\_\_\_  
Order Date: 09/23/2020  
Sales Rep: Dean Snyder

DUPLICATING PRODUCTS, INC., BY ACCEPTANCE OF THIS AGREEMENT, AGREES TO FURNISH TO THE CUSTOMER, SUBJECT TO TERMS AND CONDITIONS HEREIN SPECIFIED, EQUIPMENT AND ACCESSORIES LISTED BELOW.

CUSTOMER INFORMATION BILL TO:			CUSTOMER INFORMATION SHIP TO (if different):		
CITY OF DAWSONVILLE 415 HIGHWAY 53 EAST #100 DAWSONVILLE, GA 30534			CITY OF DAWSONVILLE 415 HIGHWAY 53 EAST #100 DAWSONVILLE, GA 30534		
BILLING EMAIL	BILLING PHONE	MAIN CONTACT	PHONE	EMAIL	
Beverly.Banister@dawsonville-ga.gov	(706) 265-3256	Beverly Banister	(706) 265-3256	stacy.harris@dawsonville-ga.gov	
QTY	MODEL / DESCRIPTION		SERIAL NO.	UNIT PRICE	TOTAL
1	SAVIN MPC6004ex Reconditioned		C757M820714		
1	PFU - Paper Feed Unit				
1	Fax Controller				
Leasing Company		Lease Type	Lease Term	Lease Payment	
Marlin		FMV 0 dn	48	\$157.00	

NOTE: DELIVERY INCLUDES UP TO ONE HOUR OF PROFESSIONAL SERVICES PER MACHINE AT NO CHARGE. ADDITIONAL TIME IS AVAILABLE ON A CHARGEABLE BASIS.

WARRANTY
N/A

AUTOMATED METER COLLECTION:  Yes (initial)  
if no, Email Address: \_\_\_\_\_

**MAINTENANCE PLAN:**

METER TYPE	COST PER PRINT	PRINTS INCLUDED	BILLED	EXCESS PRINT COST	BILLED	METER READING
BLACK	0.00750	0	Monthly	\$0.00750	Usage Only	
COLOR	0.05360	0	Monthly	\$0.05360	Usage Only	

**INCLUDES:** ALL SERVICE AND SUPPLIES      **EXCLUDES:** PAPER & STAPLES

**TRADE IN:** SAVIN MPC2004ex SN: C767R410357  
Upon execution of New Lease; DPI will terminate existing Marlin Lease Number 401-1603278-001 and remove above system as trade in.

THIS IS A BINDING ORDER, not subject to cancellation. No modifications or additions thereto shall be binding upon the seller unless expressly consented to in writing by an officer of the Corporation. Title shall remain with seller until payment is made in full. Duplicating Products Inc., warrants that the goods covered by this order when delivered to buyer will be of merchantable quality and free from defects in workmanship and material for the period specified above under ordinary use and conditions. Duplicating Products, Inc. shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond its control, including without limitation strikes, lockouts, fires, embargoes, war, or other outbreaks of hostilities. Buyer understands that payments not made in accordance with specified terms will be subject to the current established service charges of Duplicating Products, Inc. This contract shall be governed by and construed according to the laws of the State where merchandise is to be delivered.

If the customer defaults hereunder: (1) Duplicating Products, Inc., in addition to other remedies, may repossess the equipment with notice; and (2) the Customer agrees to pay Duplicating Products, Inc., costs and expenses of collection and/or repossession, including the maximum attorney fee permitted by law, said fee not to exceed 25% of the amount then due. Purchaser warrants that all items listed herein as trade in equipment to be free and clear of all liens and encumbrances and purchaser further warrants he has authority to trade this equipment in for equipment listed hereon. MAINTENANCE PLAN covers all regular service calls during normal Duplicating Products Inc. operating hours (Monday through Friday 8:00am to 5:00pm). Service calls outside of those hours if available would be subject to additional charges. Coverage includes parts, labor, and supplies IF specified above, and only as specified above. Pricing and Term/Duration of agreement as specified above. Either party may terminate this Maintenance Plan at any time by giving 30 days written notice, in advance, to the other party. Duplicating Products Inc. reserves the right to review and adjust rates on an annual basis. All maintenance plans may be subject to minimum charges. Maintenance Plan also covers "Hotline" phone support for equipment issues. Network, workstation, and software support are not covered by a standard maintenance agreement and are chargeable on a per call or hourly basis.

Agreement may be subject to cancellation in the event of late or non-payment, relocation, damage, abuse, negligence, or use of un-authorized parts, supplies or service.

**NOTES:** Thanks for your business!

Duplicating Products, Inc.

**X**  
\_\_\_\_\_  
Authorized Signature  
**Dean Snyder SAE**      **23 SEPTEMBER 2020**  
Print Name and Title      Date

**X**  
\_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Print Name and Title      Date

# *Addendum to Equipment Lease Contract*

## *for leases to state or municipal entities*

This addendum (the "Addendum") is incorporated into and a part that certain Equipment Lease Contract by and between Marlin Capital Solutions ("Lessor," "we," "us") and City of Dawsonville, a state or municipal governmental entity ("Lessee," "you," "your") executed by the Lessee on \_\_\_\_\_, \_\_\_\_\_, under which the Lessee will lease SAVIN MPC6004ex System from the Lessor.

This Addendum and the Equipment Lease Contract together are one contract. This Addendum shall amend the Equipment Lease Contract to the extent, and only to the extent, that the terms of this Addendum are inconsistent with the terms of the Equipment Lease Contract. All other terms of the Equipment Lease Contract shall be and remain in full force and effect. In consideration of the Lessor's ("we") agreement to purchase the equipment and lease it to the Lessee ("you"), the Lessee agrees as follows:

- I. REPRESENTATIONS, COVENANTS AND WARRANTIES OF LESSEE.** You hereby represent, covenant and warrant to us as follows: (a) You are authorized under the Constitution and laws of the State to enter into this Lease (and the other agreements and documents relating to the Lease, hereinafter included in the definition of "Lease") and to perform all of your obligations hereunder and thereunder; (b) The officer of the Lessee entity who is executing the Lease and each Schedule has been duly authorized to execute and deliver same under the terms and provisions of a resolution of your governing body, or by other appropriate official action; (c) In authorizing and executing the Lease, you have complied with all public bidding, usury and other State and Federal laws applicable to the acquisition of the Equipment; (d) You have sufficient appropriations or other funds available to pay all amounts due under Lease for the applicable fiscal year; (e) The Equipment is essential to your proper, efficient and economic operation; (f) You have never terminated an equipment lease, lease-purchase or similar contract due to non-appropriation of funds or defaulted under the terms thereof.
- II. NON-APPROPRIATION OF FUNDS.** You believe that funds can and will be obtained in amounts sufficient to make all Lease Payments during the Lease term. You and your fiscal officer hereby covenant that you (the Lessee entity) and he/she will do all things within your and his/her power to obtain, maintain and properly request and pursue funds from which the lease payments and payments for other related charges, if any, may be made, specifically including in your annual budget requests amounts sufficient to make such payments for the full Lease term. You intend to make all such payments for the full Lease term if funds are legally available for that purpose. If your official governing body does not allot you funds for the succeeding fiscal year to continue such payments under the Lease, and you have no other available funds to continue making such payments under the Lease or to purchase, lease or rent other equipment or services to perform functions similar to those performed by the Equipment under this Lease, you may terminate the Lease at the end of the then current fiscal year, by giving ninety (90) days prior written notice to us, and enclosing therewith a sworn, notarized statement that the foregoing conditions exist. **The foregoing shall be the sole circumstance in which you will not be legally obligated to continue making such payments beyond the end of the then current fiscal year.** Upon the occurrence of this event, if any Lease is terminated by you in accordance with this paragraph, you agree (i) not to purchase, lease or rent personal property to perform the same or similar functions as, or functions taking the place of, those performed by the Equipment under this Lease, and (ii) not to permit such functions to be performed by your own employees or by any agency, contractor, service provider or other entity affiliated with or hired by you, for a period of three hundred sixty (360) days; provided, however, that these restrictions shall not be applicable in the event that the Equipment under this Lease is sold by us and the amount received from such sale, less all costs of such sale, is sufficient to pay the then balance otherwise then due from you under this Lease. If the application of these restrictions would affect the validity of this Lease, you agree to provide us with an opinion of your counsel relating to the circumstances of non-appropriation. Upon the occurrence of this event, you shall, at your cost and expense, both restore the Equipment to its original condition (excepting only reasonable wear and tear) and return it to us in accordance with the terms set forth in Section III of this Addendum. Upon termination of the Lease by reason of non-appropriation of funds as provided herein, you shall not be responsible for the payment of any additional Lease Payments coming due with respect to succeeding fiscal years. However, **(a) you shall continue to remain responsible for the payment of all past due payments and other obligations that accrued under the Lease prior to the end of the 90-day notice period referred to above;** and **(b) if you have not delivered possession of the Equipment to us at your expense and conveyed title to us or released your interest in the Equipment to us within ten (10) days after the termination of the applicable Lease, the termination shall nevertheless be effective, but you shall be responsible for the payment of damages in an amount equal to the amount of the lease payments thereafter coming due under the Lease that are attributable to the number of days after such ten (10) day period during which you fail to take such actions, plus all other losses suffered by us as a result of your failure to take such actions as required.** Non-Appropriation under one Lease shall not affect the validity or enforceability or any other lease or contract between you and us.

**III. RETURN OF EQUIPMENT.** Notwithstanding any contrary terms set forth or implied in the "Equipment Lease Contract," upon the expiration or termination of the Lease in accordance with its terms prior to the payment of all lease payments and other amounts due to us hereunder, you shall return the Equipment to us in the same condition it was in as of the date it was delivered to you, excepting only reasonable wear and tear, in the following manner as may be specified by us in our sole discretion: (a) by delivering the Equipment at your cost and expense to such place within the State as we shall specify; or (b) by loading such portions of the Equipment as are considered movable at your cost and expense, on board such carrier as we shall specify and shipping the same, freight prepaid by you, to a place specified by us. If you refuse to return the Equipment in the manner designated above, we may repossess the Equipment and charge you with the costs of such repossession and/or pursue any other remedy provided to us in this Lease or under law.

**IV. OPTION TO PURCHASE.** Notwithstanding any contrary term set forth or implied in the "Equipment Lease Contract" or any separate purchase option document executed by us, upon the expiration of the originally scheduled term of the Lease, provided you have made all scheduled payments to us, have not terminated the Lease by reason of non-appropriation or other reason, and are not then in default under the Lease, you shall have the option to purchase our interest in the Equipment for the purchase option price specified in such purchase option.

**V. FINANCIAL INFORMATION.** During the term of this Lease, you annually shall provide us with current annual financial reports, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to your ability and commitment to continue the Lease as may be requested by us.

The terms of this Addendum shall inure to the benefit of Lessor's successors and assigns.

Intending to be legally bound, the parties hereto have executed this Agreement effective as of the effective date of the Equipment Lease Contract.

LESSOR: \_\_\_\_\_

LESSEE: City of Dawsonville \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





# Equipment Lease Agreement

("We" or "Us"):

Marlin Leasing Corporation | 300 Fellowship Road, Mt. Laurel, NJ 08054 | p: 888-479-9111 | f: 888-479-1100

Marlin Business Bank | P.O. Box 1626, Mt. Laurel, NJ 08054 | marlincapitalsolutions.com

**DESCRIPTION OF LEASED EQUIPMENT** (Include quantity, make, model, serial number and accessories. Attach schedule if necessary.)

**MUST BE COMPLETED**

1 Savin MPC6004ex C757M820714 with PFU & Fax

App#1447639

## CUSTOMER ("YOU")

Company Name (Exact business name): City of Dawsonville

Address: 415 HIGHWAY 53 EAST #100

DAWSONVILLE

GA

30534

Phone: (706) 265-3256 Email: Beverly.Banister@dawsonville-ga.gov Federal Tax ID#:  Corp.  LLC  Partnership  Prop. State of Inc/Org: GA

Production Location: 415 HIGHWAY 53 EAST #100, DAWSONVILLE, GA 30534

Vendor Phone#: \_\_\_\_\_

Term (Mos.)	Total No. of Payments	Amount of Each Payment	Advance Rentals	Security Deposit	Payment Frequency	Purchase Option
48	48	\$157.00 (plus applicable taxes)	\$ First and Last Mos.	\$	Monthly	Fair Market Value

## TERMS OF LEASE - TO REVIEW THE USPA FEDERAL LAW DISCLOSURE - PLEASE VISIT: [www.marlinfinance.com/USPA](http://www.marlinfinance.com/USPA)

1. You want to acquire the Products from the above vendor. You want Marlin to buy them and lease them to you. This Agreement will begin when the Products are delivered to you and will continue for the entire Agreement Term plus any interim period. You will unconditionally pay us all amounts due, without any right to set-off. If we do not receive your Payment by its due date, there will be a late fee equal to 15% of the late amount (or, if less, the maximum amount allowable under law) which you agree is a reasonable estimate of the costs we incur with respect to late Payments and is not a penalty. Upon your request, we will waive the first assessed late charge. We may charge you (i) a partial Payment (interim rent) for the time between delivery and the due date for the first regular Payment and (ii) a one-time documentation fee up to \$350. You agree that we may adjust the Payment amount if the final Products cost varies by up to 15% from the amount the Payment was based upon. This Agreement is not binding on us until we sign it. You agree a scanned, facsimile, or electronic copy of this Agreement and of your signature will be considered as good as an original and admissible in court as conclusive evidence of this Agreement. Our copy of this Agreement will be deemed chattel paper and evidence your monetary obligation to us.

2. (a) You may purchase all of the Products for the above Purchase Option amount. Unless your Purchase Option is \$1.00, you will give us written notice between 60 and 90 days before the expiration of the initial Agreement Term (or any renewal term) of your intention to return or purchase the Products. After you have (i) paid all amounts owing under the Agreement and (ii) given us the proper and timely notice, then at the end of the Agreement Term, you shall return the Products pursuant to the instructions we provide to you. You agree to reimburse us for our costs to refurbish returned Products for damage beyond normal wear and tear. You are solely responsible for removing all data/images stored on the Products prior to the Products return. If you fail to notify us as provided herein, this Agreement will extend on a month to month basis, until you have given at least 60 days written notice of your intention to return or purchase the Products. (b) You have paid us one or more advance payments and/or a security deposit in the amount(s) indicated above. If the Agreement does not commence for reasons other than our own negligence, we may retain such monies to compensate us for our credit and other administrative costs. You agree the security deposit will not bear interest and that we may apply it to any amount owed to us, and if we do so, you agree to restore it to its original amount. You may request the return of the security deposit only after all of your obligations under this Agreement have been met in full.

3. You alone selected the vendor and the Products. You asked us to buy the Products. We are not related to the vendor and we cannot get a refund, nor is the vendor allowed to waive or modify any term of this Agreement. Therefore, the Agreement cannot be canceled by you for any reason, even if the Products fail or are damaged and it is not your fault. We are leasing it to you "as is" and we disclaim all express and implied warranties, including any warranty of merchantability or fitness for a particular purpose. You are responsible for installation and all service. The vendor may have given you warranties. You may contact the vendor to get a statement of any warranties. We assign to you any warranties the vendor may have given us. You shall settle any dispute regarding the Products performance directly with the vendor. You promise that the Products will be used only for business and not for personal, family or household purposes. You will keep and use the Products only at the above address, not move or return them prior to the end of the Agreement Term, and will not allow the Products to be used outside of the United States. Your Payment may include amounts you owe to the vendor under a separate maintenance, service and/or supply arrangement. We may invoice such amounts on the vendor's behalf for your convenience. You agree that any claims related to maintenance, service or supplies will not impact your obligation to pay us the full amount due under this Agreement. You agree that as to any software: we have not had, do not have, nor will have any title to such software but will have all rights of a secured party under the UCC and a continuing security interest in the license.

4. You will be in default under this Agreement if any of the following occur: (a) you fail to make any Payment or fail to pay any other amount due under this Agreement by its due date; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; or (c) you become deceased (if the Customer entity under this Agreement is one or more natural persons), go out of business, admit your inability to pay your debts as they fall due, become insolvent, make an assignment for the benefit of your creditors, file (or have filed against you) a petition in bankruptcy, a trustee or receiver of your business assets is appointed, or you sell all or substantially all of such assets; (d) you allow a controlling interest in the Customer (you) to be sold, transferred, or assigned to any person(s) or entity(ies) other than those who hold a controlling interest as of the date hereof whether by merger, sale or otherwise; (e) you enter into any merger or reorganization in which the Customer is not the surviving entity; or (f) you allow a Blocked Person to have ownership interest in or control of Customer. "Blocked Person" means any person or entity that is now or at any time (A) on a list of Specially Designated Nationals issued

by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury or any sectoral sanctions identification list, or (B) whose property or interests in property are blocked by OFAC or who is subject to sanctions imposed by law, including any executive order of any branch or department of the United States government or (C) otherwise designated by the United States or any regulator having jurisdiction or regulatory oversight over Marlin, to be a person with whom Marlin is not permitted to extend credit to or with regard to whom, a Customer relationship may result in penalties against Marlin or limitations on a lender's ability to enforce a transaction.

5. In the event you default under this Agreement, as defined above, we will have the right to take ANY OR ALL of the following actions, in addition to any and all other remedies that may be available to us under law: (i) you authorize us to debit, via the ACH system, any Payment(s) due or amounts owed to us (including the Lender's Loss) from any bank account(s) we have on file for you or that you may provide us with from time to time (and in our doing so, you agree to be bound by NACHA Operating Rules); (ii) repossess or disable the Products, and/or (iii) file a lawsuit against you to collect the Lender's Loss. The "Lender's Loss" means the sum of (1) all past due rent then due, plus (2) all rent that will become due in the future during the unexpired term discounted from the dates the respective Payments would be due at a discounted rate of 3% per annum, plus (3) the "residual value" of the Products as determined by us in our sole but reasonable judgment, plus (4) all other fees, charges, taxes or amounts that are then due. You agree to pay all of our reasonable legal costs, including but not limited to reasonable attorney's fees, and reasonable overhead for employee time spent on preparing for suit or attempting to collect Payments. You agree to pay (i) a convenience fee for any Payment you elect to make by telephone and (ii) a charge of \$30 if any Payment made by ACH or check is dishonored or returned. **This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania (where we have an office and accepted this Agreement). You agree that any suit relating to this Agreement shall be brought in a state or federal court in Pennsylvania.** You irrevocably consent and submit to the jurisdiction of such courts, and you waive any claim that any such court is an inconvenient or improper forum. **Each party waives any right to a jury trial.** We will have title to the Product at all times. This is a "true lease" and not a loan or installment sale. You grant us a first priority security interest in the Products and authorize us to file Uniform Commercial Code ("UCC") financing statements (in case this is later determined not to be a "true lease"). You agree this is a "finance lease" under Article 2A of the UCC. You waive all UCC rights and remedies you may have, including those in Sections 2A-508 through 2A-522.

6. You must pay us for all sales, use, property and other taxes relating to the Agreement and the Products. We may adjust this Agreement and the Payment to finance for you any taxes and fees due at Agreement inception. We may bill you based on our estimate of the taxes and fees. We may charge you an annual property tax administration fee up to \$25. Unless we have given you a written option to buy the Products at the end of the Agreement Term for \$1.00, we will be entitled to all tax benefits. If you do anything to disallow our getting these benefits, you will promptly indemnify (pay) us an equivalent amount. If we gave you a \$1.00 purchase option, we may require you to file all personal property tax returns. **You accept all risks of loss, injury or damage caused by the Products and shall indemnify us for all suits and other liabilities arising from the same.** This indemnity will continue even after the Agreement has ended. You must maintain acceptable liability insurance naming us as "additional insured". You must keep the Products insured against all risks of loss in an amount equal to the replacement cost and have us listed on the policy as "loss payee." If you do not give us proof of the required insurance within 30 days after the Agreement commences, then depending on the original Products cost we may, but are not obligated to, obtain insurance to cover our interests and charge you a fee for such coverage (including a monthly administration fee and a profit to us). You can cancel the insurance coverage fee at any time by delivering the required proof of insurance.

7. You may not sell, transfer, assign or sublease the Products or Agreement to anyone else without our prior written approval. You agree to keep the Products free and clear of all liens and claims. We may sell or transfer our interests to another entity, who will then have all of our rights but none of our obligations. Those obligations will continue to be ours. The rights we pass on to the new entity will not be subject to any defenses, claims or set-offs you may assert against us. All prior conversations, agreements and representations relating to this Agreement or Products are integrated herein. None of the terms of this Agreement shall be changed or modified except in writing duly executed by you and us. Any action by you against us must be commenced within one year after the cause of action arises or be forever barred. Time is of the essence with respect to the obligations of Customer under this Agreement. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to the jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement, and any such unenforceability in any jurisdiction shall not render unenforceable that provision in any other jurisdiction.

## ACCEPTANCE OF LEASE AGREEMENT

THIS IS A BINDING CONTRACT. IT CANNOT BE CANCELED. READ IT CAREFULLY BEFORE SIGNING AND CALL US IF YOU HAVE ANY QUESTIONS.

X  
Signature of Customer \_\_\_\_\_ Print Name of Signer \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

City of Dawsonville  
Accepted and Signed by Marlin \_\_\_\_\_ Print Name of Signer \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

## ACCEPTANCE OF DELIVERY - ONLY THOSE AUTHORIZED TO SIGN ON BEHALF OF THE CUSTOMER SHOULD SIGN THIS ACCEPTANCE OF DELIVERY

I CERTIFY THAT THE PRODUCTS ARE DELIVERED, INSTALLED AND WORKING PROPERLY. I AUTHORIZE MARLIN TO PAY THE VENDOR AND COMMENCE THIS AGREEMENT.

X  
Authorized Signature \_\_\_\_\_ Name and Title (Please Print) \_\_\_\_\_ Date \_\_\_\_\_