

**AGENDA**  
**CITY COUNCIL REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, December 7, 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 November 16, 2020
    - Executive Session held November 16, 2020
    - Special Called Joint Meeting held November 17, 2020
    - Executive Session held November 17, 2020
  - b. Approve 2021 Edmunds GovTech Software Maintenance Agreement
  - c. Approve 2021 Equipment Lease Agreements for Printers
  - d. Approve 2021 Staff Appointments
  - e. Approve 2021 Renewal of Professional Services
  - f. Approve 2021 Mayor and Council Board Designations and Compensation
  - g. Approve 2021 Agreement with Municipal Court Judge
  - h. Approve GMA Safety and Liability Management Grant

**BUSINESS**

8. FY 2019-2020 Audit Presentation and Approval
9. Review of City Leases
10. Renewal of Vape Licenses
11. DDA Recommendation for Grant Disbursement

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

**ADJOURNMENT**

*The next scheduled City Council meeting is December 21, 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: 12/07/2020

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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 November 16, 2020
    - Executive Session held November 16, 2020
    - Special Called Joint Meeting held November 17, 2020
    - Executive Session held November 17, 2020
  - b. Approve 2021 Edmunds GovTech Software Maintenance Agreement
  - c. Approve 2021 Equipment Lease Agreements for Printers
  - d. Approve 2021 Staff Appointments
  - e. Approve 2021 Renewal of Professional Services
  - f. Approve 2021 Mayor and Council Board Designations and Compensation
  - g. Approve 2021 Agreement with Municipal Court Judge
  - h. Approve GMA Safety and Liability Management Grant
-



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7a

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SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 12/07/2020

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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 NOVEMBER 16, 2020**
  - **EXECUTIVE SESSION HELD NOVEMBER 16, 2020**
  - **SPECIAL CALLED JOINT MEETING HELD NOVEMBER 17, 2020**
  - **EXECUTIVE SESSION HELD NOVEMBER 17, 2020**
- 

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, November 16, 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, Councilmember Mark French, Councilmember Caleb Phillips, Councilmember Stephen Tolson, City Attorneys Dana Miles, Kevin Tallant and Jonah Howell, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Planning Director David Picklesimer, Finance Administrator Hayden Wiggins, Human Resource Manager Donna Blanton and Utilities Crew Chief Jacob Barr.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Walden.
4. **ANNOUNCEMENTS:** Mayor Eason announced the City Council will meet jointly with the Dawson County Board of Commissioners on 11/17/2020 to discuss SPLOST VII.

Mayor Eason announced there will be a small reception after the meeting for Gary Barr's retirement.

Mayor Eason announced the FY 2020 audit presentation will occur in December this year instead of November due to delays related to COVID.

Mayor Eason announced the annual tree lighting and parade will be held on Friday, December 4, 2020.

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) made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor.
  - a. Approve Minutes
    - Regular Meeting held November 2, 2020
    - Executive Session held November 2, 2020
  - b. Approve 2021 Local Maintenance & Improvement Grant (LMIG) ***Approve acceptance of the grant for \$32,849.72 and the City's 30% match of \$9,854.92 to mill, pave and stripe Memory Lane and to rollover the funds into FY 2022 to combine two years of LMIG funding to fund this project.***
8. **EMPLOYEE RECOGNITION:** City Manager Bolz introduced the new utilities employee, Kyle Richardson. Mayor and Council welcomed him to the City.

Mayor and Council recognized Gary Barr's 30 years of service with the City and presented him with a plaque. They also congratulated him on his retirement from the City.

#### **PUBLIC HEARING**

9. **ANX C2100043 and ZA C2100043:** Allen Street Properties LLC and B & K Turner Family LLP have petitioned to annex into the city limits of Dawsonville the 74.865 acre tract known as a portion of TMP 090 004 001, located at Perimeter Road, with a request to rezone from County Zoning of RSR (Residential Sub Rural) and RA (Restricted Agriculture) to City Zoning of R3 (Single Family Residential). Public Hearing Dates: Planning Commission on September 14, 2020 and November 9, 2020. City Council on November 16, 2020. City Council for a decision on December 7, 2020. **Postponed from September 14, 2020 until November 9, 2020**

Planning Director Picklesimer confirmed that the applicant will be submitting an amendment to their application and Mayor Eason requested the item be postponed until January. He recognizes the public is here to speak and will allow them time to be heard this evening

Motion to schedule a regular meeting of the City Council on January 19, 2021 at 5:00 pm and postpone this request to January 19, 2021 at 5:00 pm made by S. Tolson; second by J. Walden. Vote carried unanimously in favor.

**MINUTES**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
**G.L. Gilleland Council Chambers, City Hall 2<sup>nd</sup> Floor**  
**Monday, November 16, 2020**  
**5:00 P.M.**

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Motion to open the public hearing made by M. French; second by S. Tolson. Vote carried unanimously in favor.

Planning Director Picklesimer read the annexation and rezone request. Mike Turner, the applicant stated he would prefer to speak once he has heard from the opposing side.

The following residents spoke in opposition to the request:

- Tim and Liz Murdock, 15 Turner Drive, Dawsonville – They stated they will withhold their comments for the January 19, 2021 meeting.
- Michelle Hout, 61 Turner Drive, Dawsonville – She also stated she will withhold her comments until the January 19, 2021 meeting.

Motion to close the public hearing made by M. French; second by S. Tolson. Vote carried unanimously in favor.

#### **STAFF REPORTS**

- 10. BOB BOLZ, CITY MANAGER:** City Manager Bolz reported on an administrative variance approved by Planning Director Picklesimer at 32 Flowing Trail. He also reported to Council the monthly leak adjustment report totaling \$51.77
- 11. HAYDEN WIGGINS, FINANCE ADMINISTRATOR:** Financial reports representing fund balances and activity provided through October 31, 2020. Hayden also reported the LOST and SPLOST revenue is currently ten percent higher than last year.

#### **EXECUTIVE SESSION:**

At 5:17 p.m. a motion to close regular session and go into executive session for pending or potential litigation and personnel was made by C. Phillips; second by S. Tolson. Vote carried unanimously in favor.

At 5:27 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**

Motion to amend the agenda to add item #12 Appoint a City Solicitor made by C. Phillips; second by S. Tolson. Vote carried unanimously in favor.

Motion to approve agenda as amended made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor.

- 12.** Motion to appoint Jonah Howell as the City's Solicitor which will be funded out of the FY 2021 General Fund Budget made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor.

#### **ADJOURNMENT:**

At 5:32 p.m. a motion to adjourn the meeting was made by M. French; second by S. Tolson. Vote carried unanimously in favor.

By: CITY OF DAWSONVILLE

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

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

**MINUTES**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
**G.L. Gilleland Council Chambers, City Hall 2<sup>nd</sup> Floor**  
**Monday, November 16, 2020**  
**5:00 P.M.**

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

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

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

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

DRAFT

STATE OF GEORGIA  
COUNTY OF DAWSON

AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

Mayor Michael Eason, Councilmember John Walden, 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 November 16, 2020.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5:17 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);

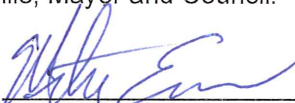
Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and \_\_\_\_\_;

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 16<sup>th</sup> day of November 2020; By the City of Dawsonville, Mayor and Council:

  
Mike Eason, Mayor

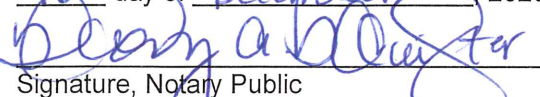
  
Caleb Phillips, Councilmember Post #1

  
Stephen Tolson, Councilmember Post #2

  
John Walden, Councilmember Post #3

  
Mark French, Councilmember Post #4

Sworn to and subscribed before me this 16 day of December, 2020.

  
Signature, Notary Public

My Commission expires: Feb 18, 2024



**DAWSON COUNTY BOARD OF COMMISSIONERS AND  
CITY OF DAWSONVILLE CITY COUNCIL  
SPECIAL CALLED JOINT MEETING AGENDA – TUESDAY, NOVEMBER 17, 2020  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534  
10:00 AM**

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DC Board of Commissioners Chairman Billy Thurmond called the meeting to order at 10:00 am.

**A. ROLL CALL:**

Present were District 1 Commissioner Sharon Fausett, District 2 Commissioner Chris Gaines, District 3 Commissioner Tim Satterfield, District 4 Commissioner Julie Hughes Nix. Also present were County Manager David Headley, County Attorney Sam Van Volkenburgh and County Clerk Kristen Cloud.

City of Dawsonville Mayor Mike Eason called roll and present were Post 1 Councilmember Caleb Phillips, Post 2 Councilmember Stephen Tolson, Post 3 Councilmember John Walden, and Post 4 Councilmember Mark French. Also present were City Manager Bob Bolz, City Attorneys Dana Miles and Paul Mitchell and City Clerk Beverly Banister.

**B. INVOCATION:** Invocation led by Chairman Billy Thurmond.

**C. PLEDGE OF ALLEGIANCE:** Pledge led by Chairman Billy Thurmond.

**D. ANNOUNCEMENTS:**

Mayor Mike Eason announced the City Council will reconvene at City Hall once the joint meeting is adjourned.

**E. APPROVAL OF AGENDA:**

Motion to approve the agenda as presented made by Commissioner Fausett; second by Commissioner Satterfield. Vote carried unanimously in favor.

Motion to approve the agenda as presented made by Councilmember Tolson; second by Councilmember Walden. Vote carried unanimously in favor.

**F. PUBLIC COMMENT:**

- Hugh Stowers Jr., Dawsonville, GA – He stated the importance of this meeting and would like to see more joint meetings with the City and the County working together. He further stated he wants Dawson County citizens to understand approving the Special Purpose Local Option Sales Tax (SPLOST) will keep their property taxes down explaining most of the tax is paid by visitors coming into Dawson County.

**G. NEW BUSINESS**

1. Proposed Special Purpose Local Option Sales Tax (SPLOST) Discussion

**a. Allocation of Tax Proceeds**

Chairman Thurmond provided an overview of SPLOST. County Attorney Van Volkenburgh proposed a timeline to offer a SPLOST VII referendum on the March 16, 2021 ballot. Mayor Eason and Chairman Thurmond said some members of the City Council and Board of Commissioners have met regarding SPLOST VII, specifically as it relates to the allocation of tax proceeds.

**b. Possible Projects for Inclusion in the Referendum**

City Manager Bolz read aloud a comprehensive list of possible projects for inclusion in the referendum on behalf of the City of Dawsonville. Dawson County SPLOST Administrator David McKee read aloud a comprehensive list of possible projects for inclusion in the referendum on behalf of the County. Brief discussion among the Council and Board regarding the project lists of both the County and City. Public safety concerns were at the core of the discussion.

**c. Consider SPLOST Intergovernmental Agreement**

Chairman Thurmond stated the members of both the City Council and Board of Commissioners will continue to work towards the IGA and allocation proceeds in accordance with the proposed timeline to allow time for the citizens to review and understand it to make an educated vote.



**DAWSON COUNTY BOARD OF COMMISSIONERS AND  
CITY OF DAWSONVILLE CITY COUNCIL  
SPECIAL CALLED JOINT MEETING AGENDA – TUESDAY, NOVEMBER 17, 2020  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534  
10:00 AM**

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**G. ADJOURNMENT**

At 11:02 am Chairman Thurmond adjourned the meeting for the Board of Commissioners.

At 11:02 a.m. a motion to adjourn the joint meeting and reconvene the City's meeting at Dawsonville City Hall in approximately 15 minutes was made by Councilmember Phillips; second by Councilmember Tolson. Vote carried unanimously in favor.

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At 11:23 am Mayor Eason reconvened the meeting at City Hall in the G.L. Gilleland Council Chambers. All members of the City Council were present.

Motion to amend the agenda to add an Executive Session was made by S. Tolson; second by J. Walden. Vote carried unanimously in favor.

Motion to approve the agenda as amended made by M. French; second by S. Tolson. Vote carried unanimously in favor.

**EXECUTIVE SESSION**

At 11:25 a.m. a motion to close regular session and go into executive session for pending or potential litigation was made by J. Walden; second by S. Tolson. Vote carried unanimously in favor.

At 11:51 a.m. a motion to close executive session and resume regular session was made by M. French; second by S. Tolson. Vote carried unanimously in favor.

**ADJOURNMENT**

At 11:55 a.m. a motion to adjourn the meeting was made by M. French; 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

DAWSON COUNTY BOARD OF COMMISSIONERS AND  
CITY OF DAWSONVILLE CITY COUNCIL  
SPECIAL CALLED JOINT MEETING AGENDA – TUESDAY, NOVEMBER 17, 2020  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534  
10:00 AM

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

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

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

DRAFT

STATE OF GEORGIA  
COUNTY OF DAWSON

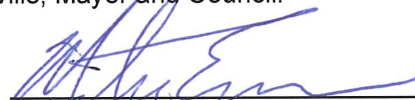
AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

Mayor Michael Eason, Councilmember John Walden, 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 November 17, 2020.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 11:25 a 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 17<sup>th</sup> day of November 2020; By the City of Dawsonville, Mayor and Council:

  
Mike Eason, Mayor

  
Caleb Phillips, Councilmember Post #1

  
Stephen Tolson, Councilmember Post #2

  
John Walden, Councilmember Post #3

  
Mark French, Councilmember Post #4

Sworn to and subscribed before me this  
17 day of November, 2020.

  
Signature, Notary Public

My Commission expires: Feb 18, 2024





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
CONSENT AGENDA ITEM # 7b

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SUBJECT: APPROVE 2020 EDMUNDS GOVTECH SOFTWARE MAINTENANCE AGREEMENT

CITY COUNCIL MEETING DATE: 12/07/2020

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

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

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

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PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL OF EDMUNDS GOVTECH YEARLY SOFTWARE MAINTENANCE AGREEMENT IN THE AMOUNT OF \$10,345.00 TO BE PAID OUT OF THE GENERAL/ENTERPRISE FY2021 BUDGET**

**JANUARY 1, 2021 – DECEMBER 31, 2021**

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HISTORY/ FACTS / ISSUES:

- CITY HAS USED THE SOFTWARE SINCE 2015
  - SOFTWARE INCLUDES ACCOUNTING, UTILITIES, PLANNING & ZONING AND ONLINE/PHONE BILL PAY
- 

OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly Banister, City Clerk

**October 01, 2020**

Dear Client:

In order to ensure Edmunds GovTech's commitment to providing exceptional service, we will be suspending the previously anticipated maintenance increase due the COVID-19 impact. While our costs have increased, it is in our best interest to support our customers during these unprecedented times and aid in their efforts to return to normal operations.

Please check out our newer modules: Insight Dashboard, Parks & Recreation, Land Management, Animal Control Shelters, Permitting Self-Service and Fleet Management. Additionally, AWS Cloud Hosting and DataVault provide multiple benefits of redundant back-ups and increasingly important protection against ransomware, viruses, and other data intrusions.

Check out our current mobile apps in the Apple and Google Store by searching "MCSJ". Current apps include: Attendance, MyTown Resident Services & Notifications, Requisition, Inspection, Meter and Inventory Management.

Regardless of whether you are a calendar or fiscal year entity, all support and license agreements are due December 31, 2020 and cover the period of January 1, 2021 through December 31, 2021.

- All attached agreements, including the billing contact form on the last page, must be signed and returned to [AR@EdmundsGovTech.com](mailto:AR@EdmundsGovTech.com) by December 31, 2020 to continue use of MCSJ Software and receive software support, system enhancements, mandated changes, and updates.
- If you licensed new software sometime in calendar year 2020, the calendar year 2021 software maintenance fee has been pro-rated. If you licensed new software in in 2019, and this year there is an increase in the software maintenance fee, it is because your calendar year 2020 software maintenance fee was pro-rated.

Please forward a purchase order in the amount of the enclosed invoice(s) with a signed copy of the enclosed agreements. Edmunds GovTech greatly appreciates the opportunity to serve your organization.

Best regards,  
**Edmunds GovTech**



**Edmunds GovTech**  
 301 Tilton Road  
 Northfield, NJ 08225

<b>INVOICE #</b>
21-00064

INVOICE DATE: 10/01/20  
 DUE DATE: 01/04/21

Dawsonville City  
 Attn: Accounts Payable  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534

Thank you for your business!  
 Please contact us at (609) 645-7333  
 with questions regarding this invoice.  
 Visit our support site [www.EA411.com](http://www.EA411.com)

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
<b>2021 Software Maintenance</b>				
1.0000	MHEAD	2021 Software Maintenance	0.000000	0.00
1.0000	M-GA-FN1	SS Financial Accounting I	3,410.000000	3,410.00
1.0000	M-GA-AR1	SS Accounts Receivable I	975.000000	975.00
1.0000	M-GA-UB1	SS Utility Billing I	2,390.000000	2,390.00
1.0000	M-GA-WO1	SS Customer Work Orders I	2,275.000000	2,275.00
1.0000	M-GA-CE1	SS Permitting & Code Enf I	2,275.000000	2,275.00
1.0000/YR	M-GA-WPU	WIPP Utility Annual Fee	1,240.000000	1,240.00
0.5000/YR	M-GA-WPA	WIPP AR Annual Fee	1,240.000000	620.00
0.5000/YR	M-GA-WIU	WIPP IVR Utility Annual Fee	620.000000	310.00
1.0000	M-GA-PS1	SS Permitting Self Service I	850.000000	850.00
1.0000	M-GA-CD	Courtesy Discount	4,000.000000-	-4,000.00
			TOTAL DUE:	<u>\$ 10,345.00</u>

## 2021 Minimum Recommended Back-Up Procedures

### **\*\*\*CRITICAL REQUIREMENT\*\*\***

*Every year clients lose data due to ransomware, hardware failures and viruses.  
Please take proper precautions to protect and back-up your data.*

Edmunds GovTech strongly recommends performing regular backups on your MCSJ database. It is best to deploy a solution that backs up your data to a local media and off-site/cloud location as well so that it can be recovered in the event of a total loss. Edmunds GovTech offers a DataVault solution that automatically backs up your MCSJ data to the cloud daily.

Failure to follow these recommendations can greatly reduce our ability to help you recover from data loss. All consultations will be billable at our current hourly rate of \$150 per hour regardless of your hardware maintenance coverage plan. Please review the minimum suggested back up procedures listed below to help keep your data safe.

- The MCSJ database (mcsDB) should be backed up daily to separate media. One for each day of the week. This should not be done while users are in the system.
- Complete MCSJ directory back up should be done at least weekly.
- Media (tapes/flash drives/external HD) should be rotated and taken off site.
- Monthly media should be archived for at least 3 months.
- Backups should be tested by being fully restored at least every 30 days to verify MCSJ is being successfully backed up. DO NOT test by restoring to the original location, this will overwrite your live database.

If activated the MCSJ application warns you if MCSJ data files have not been backed up in 4 days. It is the responsibility of each client to insure the success of these MCSJ data backups and including any other critical data is also being properly backed up.

Client Name: \_\_\_\_\_

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

Employee Signature: \_\_\_\_\_

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

**Please make a copy for your records and distribute as necessary.**

**Please sign, scan, and email to [AR@EdmundsGovTech.com](mailto:AR@EdmundsGovTech.com).**

## 2021 MCSJ Software Support & License Agreement

To receive continued Application Software Support and MCSJ System upgrades from Edmunds GovTech (EGT), you must enter into this agreement.

1. Any defects in the EGT Application Software as determined by EGT will be corrected at no cost to the user, provided the said defect is not the result of misuse, operator error, or is beyond the original requirements of the system specifications.
2. EGT is responsible for providing software support under this agreement only for its proprietary application software. This includes all MCSJ licensed products. Support for third party products, i.e.; Microsoft Office, UCAARS, etc. are not covered under this agreement and all phone or on- site support is a billable service. Our minimum hourly rate is \$150 with at least one-half hour billable.
3. EGT proprietary end user documentation, FAQs, helpful hints, video tutorials and such are for client use only and not to be distributed.
4. Standard telephone support will be available from 8:00am to 5:00 pm EST, Monday through Friday excluding holidays.
5. Each user of EGT MCSJ software is required to have a high-speed connection. EGT will provide support, enhancements and instruction for our application software via the Internet. Lack of compliance that requires an onsite visit is billable at the rate of \$ 150 per hour for each person and reasonable travel expenses.
6. EGT's liability, damages or remedy on any claim shall not exceed the original cost of the EGT MCSJ software system. In no event shall EGT be held liable for consequential, incidental, indirect, special, punitive or exemplary damages, for loss, damage or expense directly or indirectly arising from the client's inability to use our products.
7. No action arising from use of EGT's MCSJ software systems may be commenced more than 1 year after the basis for such claim could reasonably have been discovered.
8. EGT reserves the right to withdraw without penalty any EGT application software package from coverage at our sole discretion upon one-hundred-twenty (120) days' notice.
9. This agreement must be signed and returned by December 31, 2020 for continued support. The effective date of this agreement is January 1, 2021 through December 31, 2021.

Client Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

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

*Signature*

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



## 2021 Annual Support Maintenance Services

### Client Support Services

- Phone support with priority resolution escalation
- EGT is staffed with Certified Finance Officers & Tax Collectors
- Remote desktop access for support inquiries & resolution
- E-mail & live chat for support inquiries
- Technical issue resolution for MCSJ Software operation
- MCSJ report printing resolution
- Client voting for software enhancements in “The User Voice” community forum
- Software system enhancements at no additional cost
- State mandated changes at no additional cost
- Federal mandated changes at no additional cost

### Software Updates, New Products & Development

- MCSJ enhancements to Version 2020.2 ready now
- Parks & Recreation, Land Management, Animal Control Shelters, Permitting Self-Service and Fleet Management
- Resident Self Service & Employee Self Service Portal Enhancements
- Mobile Apps/Portals - MCSJ My Town, Requisition, Attendance Maintenance, Meter Management, Inspection, Work Order, Permitting Self-Service, Vendor Self-Service Dashboard, Resident Self-Service, Web Inquiry & Payment Portal

### Client Support Website Access

- Knowledge base & FAQs
- Helpful hints
- Video tutorials
- Software system & technical documentation

### Client Services

- Access to more than 200 webinars/video tutorials
- E-mail alerts & notifications of statutory changes
- End of year documentation and procedures
- FAQ automated responses
- Periodic notifications of quarterly and/or yearly tasks
- Free onsite and virtual user group meetings
- 24/7 access to downloadable system patches and updates

## Billing Contact Form

***Please complete the below form to receive future  
billing notifications electronically.***

Client Name: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Client Email Address: \_\_\_\_\_

*We recommend using a generic email (ex: ap@townname.org)*

Billing Address: \_\_\_\_\_  
\_\_\_\_\_

I consent to receive electronic billing notifications regarding my entity via the email address listed above.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

**Please sign, scan, and email all agreements and forms to [AR@EdmundsGovTech.com](mailto:AR@EdmundsGovTech.com).**



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7c

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SUBJECT: APPROVE 2021 EQUIPMENT LEASE AGREEMENT FOR PRINTERS

CITY COUNCIL MEETING DATE: 12/07/2020

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

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

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

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PURPOSE FOR REQUEST:

**TO APPROVE RENEWAL OF PRINTER LEASES FOR JANUARY 1, 2021 TO DECEMBER 31, 2021**

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HISTORY/ FACTS / ISSUES:

- **FORTY-EIGHT MONTH LEASES FOR (2) MULTIFUNCTION PRINTERS AND (1) LARGE FORMAT PRINTER REQUIRING YEARLY RENEWAL**
  - **LEASES ALREADY PREVIOUSLY APPROVED BY COUNCIL AND LEGAL**
- 

OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly A. Banister, City Clerk

#18964

AGREEMENT



GREATAMERICA FINANCIAL SERVICES CORPORATION
825 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 609, CEDAR RAPIDS IA 52406-0609
AGREEMENT NO.: 1334344

CUSTOMER ("you" or "you'll")
FULL LEGAL NAME: Dawsonville, City of
ADDRESS: 415 HIGHWAY 63 EAST #100, DAWSONVILLE, GA 30534

VENDOR (Vendor is not Lessor's agent nor is Vendor authorized to waive or alter any term or condition of this Agreement)
Duplicating Products Inc. Gainesville GA

EQUIPMENT AND PAYMENT TERMS
QTY TYPE, MAKE, MODEL NUMBER AND INCLUDED ACCESSORIES SERIAL NO.
1 Savin MPC5503 Finisher, Fax, PFU E185M110287

EQUIPMENT LOCATION: SEE SCHEDULE SECURITY DEPOSIT:
TERM IN MONTHS: 48 MONTHLY PAYMENT AMOUNT: \$177.00 (PLUS TAX) PURCHASE OPTION: [x] FAIR MARKET VALUE [ ] 10% OF EQUIPMENT COST

ADDITIONAL TERMS AND CONDITIONS
AGREEMENT: You want us, GreatAmerica Leasing Corporation, to pay your Vendor for the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date you designate. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. If an advance payment is required, the amount exceeding one payment shall be applied to the last payment(s) during the term or any renewal term.
NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT. EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.
SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensee under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.
NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.
ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.
LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.
LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.
APPLICABLE TO GOVERNMENTAL ENTITIES ONLY
You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8039-G or 8039-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully consolidated political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

ORIGINAL

OWNER CUSTOMER'S AUTHORIZED SIGNATURE
THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN LESSOR FUNDS VENDOR FOR THE EQUIPMENT.

LESSOR: GREATAMERICA FINANCIAL SERVICES CORPORATION CUSTOMER: Dawsonville, City of
SIGNATURE: [Signature] DATE: 3/29/18 SIGNATURE: X [Signature] DATE: 3/20/18
PRINT NAME & TITLE: [Signature] PRINT NAME & TITLE: Michael M Eason Mayor

Addendum

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Financial Services Corporation ("Obligee") and Dawsonville, City of ("Obligor"), which agreement is identified in Obligee's records as agreement number 1334344 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

You hereby represent and warrant to Us that as of the date of the Agreement, and throughout the Agreement Term: (a) the individual who executed the Agreement had at the time of execution of the Agreement full power and authority to execute the Agreement; and that all required procedures necessary to make the Agreement a legal and binding obligation of the Obligor have been followed; (b) the Equipment is essential to the immediate performance of an authorized governmental or proprietary function and shall be used during the Agreement Term only by You and only to perform such function; (c) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted and unencumbered appropriation.

The parties agree that this Agreement shall terminate absolutely without further obligation on the part of Obligor at the close of the calendar year in which it was executed and at the close of each succeeding calendar year thereafter if renewed. Notwithstanding the foregoing, the parties agree that the Agreement shall automatically renew for an additional twelve-month term, and for successive twelve-month terms thereafter, unless Obligor notifies Obligee of its desire to terminate the Agreement in writing at least thirty (30) days prior to the end of the then-current calendar year.

ORIGINAL

GreatAmerica Financial Services Corporation

Obligee

By: Maister Ward  
Obligee Signature

Print Name & Title

Date Accepted: 3/20/18

Dawsonville, City of

Obligor

By: X [Signature]  
Obligor Signature

Michael M. Egan Mayor  
Print Name & Title

Date 3/20/18

#25344

**DPI LEASING LLC**  
Established 2010

**EQUIPMENT LEASE  
AGREEMENT** COIL6

Lease Number  
CONT1607-01

BILL TO INFORMATION		
Full Legal Name of Lessee <b>CITY OF DAWSONVILLE</b>		
Street Address/Post Office Box <b>415 HIGHWAY 53 EAST #100</b>		
City <b>DAWSONVILLE</b>	State <b>GA</b>	Zip Code <b>30534</b>
Contact <b>Stacy Harris</b>		
Telephone <b>(706) 265-3256</b>	Fax <b>(706) 265-4214</b>	

Vendor:

**Duplicating Products, Inc.**  
2305 CENTENNIAL DRIVE  
POST OFFICE BOX 1548  
GAINESVILLE, GA 30503

770.532.9932 - 800.633.8659 - 770.532.9604 (FAX)

EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF LESSEE		
Contact Name <b>Stacy Harris</b>		
Street Address/Department <b>415 HIGHWAY 53 EAST #100</b>		
City <b>DAWSONVILLE</b>	State <b>GA</b>	Zip Code <b>30534</b>
Telephone <b>(706) 265-3256</b>	Extension	

**Dean Snyder**  
Sales Representative

QUANTITY	ITEM DESCRIPTION	MODEL NUMBER	SERIAL NUMBER
1	Canon imagePROGRAF TM-305 MFP T36	TM-305 MFP T36	BAK503581

LEASE TERMS	LEASE PAYMENT AMOUNT	ADVANCE PAYMENTS
Lease Commence Date _____	Monthly Payment of <b>\$186.00</b>	Payment for this amount must accompany Lease Application: <input type="checkbox"/> Security Deposit
Term in months from Lease Commence Date <b>48</b>	Sales Tax <b>n/a</b>	<input checked="" type="checkbox"/> Documentation Fee
Lease payment period is monthly unless otherwise indicated <b>Monthly</b>	Total <b>\$186.00</b>	<input type="checkbox"/> Advance Payments
		<input type="checkbox"/> Tax
		Total

**END OF LEASE OPTIONS:**  
Lessee shall have the following options at the end of the original term, provided the lease has not terminated early and no event of default under the lease has occurred and is continuing.  
1. Purchase the equipment for the fair market value.  
2. Renew the lease.  
3. Return the equipment as provided in Paragraph 14 of this lease agreement.

**THIS LEASE CONTAINS ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, ALL OF WHICH ARE MADE A PART OF THIS LEASE.**

**PERSONAL GUARANTY**  
The undersigned guarantors jointly and severally unconditionally guarantee the prompt payment when due of each monthly remittance payment due and payable under the foregoing Lease Agreement. To enforce the liability of guarantors hereunder, Lessor shall not be required, first to (a) give guarantors notice if Lessee's default; (b) repossess the equipment or (c) attempt to enforce the liability of Lessee under the Lease Agreement. Lessor may from time to time accept late payments of Lease and may extend the terms of the Lease Agreement without defeating or diminishing his continuing guaranty. The Guarantors acknowledge that execution of the guaranty is a material part of the consideration upon which Lessor relies in consummating this Lease Agreement and that this guaranty is executed as an inducement to the Lessor to consummate the Lease Agreement.

By: \_\_\_\_\_ Date \_\_\_\_\_  
X \_\_\_\_\_  
Signature \_\_\_\_\_

**TERMS AND CONDITIONS**  
1. LEASE. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the personal property described above upon the terms and conditions set forth herein (such property together with all replacements, repairs and additions incorporated therein or affixed thereto being referred to herein as "Equipment").  
2. TERM. The term of this Lease with respect to each item of Equipment shall begin on the date it is accepted by Lessee and shall continue for the number of consecutive months shown above from the Lease commencement date unless earlier terminated as provided herein.  
3. LEASE shall be payable in installments each in the amount of the basic Lease payment set forth above plus any applicable sales tax or use tax.

Dated **Aug. 17 2020**  
**City of Dawsonville**  
Lessee (Full Legal Name - Same As Above)  
X **Mayor**  
Signature/Title

Dated \_\_\_\_\_  
DPI Leasing, LLC.  
X \_\_\_\_\_  
Signature/Title

**DELIVERY AND ACCEPTANCE CERTIFICATE**  
The undersigned hereby certifies that all the equipment described in the equipment lease between DPI Leasing, LLC. and the undersigned, dated \_\_\_\_\_ 20 \_\_\_\_\_ has been furnished, that delivery and installation of this equipment has been fully completed as required, with the delivery date being the date of this certificate, and that it has been accepted by the undersigned as satisfactory. Further, all conditions and terms of said equipment lease have been reviewed and acknowledged.

X **Stacy Harris** **Zamora**  
Signature \_\_\_\_\_ Date **8/24/2020**

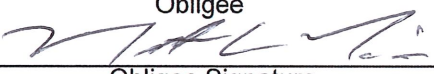
4. SECURITY DEPOSIT. Lessor may apply any security toward any obligation of Lessee hereunder and shall return any unapplied balance to Lessee, without interest upon satisfaction of Lessee's obligations. The Lessor may commingle the security deposit with its other funds. In the event that the Lessor applies the security deposit to satisfy an obligation of Lessee shall immediately replace any portion of the security deposit so applied by Lessor.
5. WARRANTIES. Lessee agrees that it has selected each item of Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSOR MAKES NO WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT. Lessee agrees to make the rental and other payments required hereunder without regard to the condition of the Equipment and to look only to person other than Lessor such as the manufacturer, vendor, or carrier thereof should any item of Equipment for any reason be defective. So long as no Event of Default has occurred and is continuing. Lessor agrees, to the extent they are assignable, to assign to Lessee, without any recourse to Lessor, any warranty received by Lessor. SUPPLIER IS NOT AN AGENT OF LESSOR, AND LESSEE SHALL HAVE NO RIGHT TO RELY ON STATEMENTS OR REPRESENTATIONS MADE BY SUPPLIER. Lessor assumes no responsibility for the installation, adjusting, or servicing of the agreement.
6. TITLE. Title to the Equipment and security interests shall at all times remain in Lessor, and Lessee at its expense shall protect and defend the title of Lessor and keep it free of all claims and liens and security interests other than the rights and security interests created by or arising through Lessor. The Equipment shall remain personal property regardless of its attachment to realty and Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interests in the Equipment as a result of its attachment to realty, and to immediately notify the third party of Lessor's claims, lien, or security interest.
7. LAWS AND TAXES. Lessee shall comply with all laws and regulations relating to the Equipment and its use. Upon request by Lessor, Lessee shall prepare and file all tax returns relating to taxes for which Lessee is responsible hereunder which Lessee is permitted to file under the laws of the applicable taxing jurisdiction. As a standard practice, Lessor pays applicable property taxes.
8. INDEMNITY. Lessor and Lessee hereby indemnify and agree to the other Lessor harmless from any and all liability and expense arising out of the ordering, leasing, ownership, use, condition, or operation of each item of Equipment during the term of this Lease, including liability for death or injury to persons, damage to property, strict liability under the laws of judicial decisions, and legal expenses in defending any claims brought to enforce any such liability or expense, but excluding any liability for which Lessee is not responsible under paragraph 7.
9. LESSEE'S ASSIGNMENT AND REMOVAL. Without Lessor's prior written consent, Lessee will not sell, assign, sublet, pledge, or otherwise encumber or permit a lien arising through to exist on or against any interest in this Lease Agreement or the Equipment or REMOVE THE EQUIPMENT FROM ITS LOCATION REFERRED TO ABOVE. Lessor may assign its interest in this Lease Agreement and sell or grant a security interest in all or any part of the Equipment without Lessee's consent. Lessee agrees not to assert any assignee of Lessor any claim or defense Lessee may have against Lessor.
10. INSPECTION. Lessor may inspect the Equipment at any time and from time to time during regular business hours.
11. REPAIRS AND USE. Lessee will use the Equipment with due care and for the purpose for which it is intended. All such parts when furnished shall immediately become the property of Lessor and part of the Equipment for all purposes hereof.
12. LOSS OR DAMAGE. In the event of any item of Equipment shall become lost, stolen, missing, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Equipment, Lessee shall promptly pay Lessor (a) the amount of all rent and other amounts payable by Lessee hereunder with respect to such item due but unpaid at the date of such payment plus (b) the amount of all unpaid rent with respect to such item for the balance of the term of this Lease Agreement not yet due at the time of such payment (c) twice the amount of any investment tax credit recaptured by Lessor on account of early disposition of such item plus (d) \$500.00 of the original cost of such item to Lessor, which represents liquidated damages or compensation for loss of Lessor's anticipated residual value. Upon payment of such amount to Lessor such item shall become the property of Lessee. Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title, and interest therein, the rent with respect to such item shall terminate, and the basic rental payments on the remaining items shall be reduced accordingly. Lessee shall pay any sales and use taxes due on such transfer. Any insurance or condemnation proceeds received shall be credited to Lessee's obligation under this paragraph and Lessor shall be entitled to any surplus.
13. INSURANCE. Lessor shall be under no duty to ascertain the existence of or to examine such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof.
14. RETURN OF EQUIPMENT. Upon the expiration of this Lease, the Lessee will immediately allow Lessor access to premises for the pick-up of the Equipment by Lessor in the same condition as when delivered to Lessee, ordinary wear and tear excepted. If equipment has been relocated, Lessee will immediately deliver the Equipment to such location within the continental United States as Lessor shall designate. Lessee shall pay all transportation and other expenses relating to such delivery.
15. DOCUMENTATION REQUIREMENTS. Lessee will promptly execute and deliver to Lessor such further documents and takes such a further action as Lessor may request in order to more effectively carry out the intent and purpose of this Lease Agreement, including the execution and delivery of appropriate financing statements to fully protect Lessor's intent hereunder in accordance with the Uniform Commercial Code or other applicable law. Lessee authorizes Lessor to file at Lessor's option the informational financing statements to fully protect Lessor's interest hereunder in accordance with the Uniform Commercial Code or other applicable law. Lessee authorizes Lessor to file at Lessor's option the informational financing statements without Lessee's signature and, if a signature is required by law, Lessee appoints Lessor at Lessee's attorney-in-fact to execute such financing statements. Lessee further agrees to pay Lessor stated Documentation Fee to cover the expense of originating the Lease. Notwithstanding any other provision herein, the Lessee shall reimburse the Lessor for all expenses incurred by Lessor on account of the Lessor or Lessee protecting the Lessor's interest in the Equipment by means of appropriate documentation and filing, including fixture, searches, and other procedures.
16. COLLECTION CHARGES. If any installment of basic rent is not paid when due, Lessor may impose a late charge of \$15.00 per month/per payment, commencing one month after the due date of the first delayed payment but in any event not more than permitted by applicable law. Payments thereafter received shall be applied first to delinquent installments and charges and then to current installments. Lessee agrees to pay Lessor a collection call charge of \$15.00 to compensate Lessor for time and expense of making such call. If for any reason Lessee's check is returned to the Lessor for non-payment, a \$25.00 bad check charge will be imposed.
17. DEFAULT. Each of the following events shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to pay when due any installment and charges of basic rent; (b) Lessee shall fail to observe or perform any other agreement to be observed or performed by Lessee hereunder and the continuance thereof for 10 calendar days; (c) Lessee or any guarantor of this Lease Agreement or any partner of Lessee if Lessee is a partnership shall cease doing business as a going concern or make an assignment for the benefit of creditors; (d) Lessee or any guarantor of this Lease Agreement or any partner of Lessee if Lessee is a partnership shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver, or liquidator shall be appointed of it or all or a substantial part of its assets; (e) any individual Lessee, guarantor of this Lease Agreement, or partner of Lessee if Lessee is a partnership shall die; (f) breach of any representation or warranty made by the Lessee or any guarantor of this Lessee (g); levy, seizure of attachment of the equipment; (h) an event of default shall occur under any other obligation Lessee owes to Lessor.
18. REMEDIES. Lessor and Lessee agree that Lessor's damages suffered by reason of an Event of Default are uncertain and not capable of exact measurement at the time this Lease Agreement is executed because of the value of the Equipment at the expiration of this Lease Agreement is uncertain, and therefore they agree that for purposes of this paragraph 18 "Lessor's Loss" as of any date shall be the sum of the following: (a) the amount of all rent and other amounts payable to Lessee hereunder with respect to such item due but unpaid at the date of such payment plus (b) the amount of all unpaid rent with respect to such item for the balance of the term of this Lease Agreement not yet due at the time of such payment (c) \$400.00 of the original cost of such item which represents liquidated damages or compensation for loss of Lessor's anticipated residual value, plus any costs of collection, prejudgment interest, and a reasonable attorney's fee.  
Upon the occurrence of an Event of Default and at any time thereafter, Lessor may exercise any one or more of the remedies listed below as Lessor in its sole discretion may lawfully elect; provided, however, that upon the occurrence of an Event of Default specified in paragraph 17 (d), an amount equal to Lessor's Loss as of the date of such occurrence shall automatically be and become immediately due and payable without notice or demand of any kind.
  - (a) Lessor may, by written notice to Lessee, terminate this Lease and declare an amount equal to Lessor's Loss as of the date of such notice to be immediately due and payable, and the same shall thereupon be and become immediately due and payable without further notice or demand, and all rights of Lessee to use the Equipment shall terminate but Lessee shall be and remain liable as provided in this paragraph 18. Lessee shall at its expense promptly deliver the Equipment to Lessor at a location or locations within the continental United States designated by Lessor. Lessor may also enter upon the premises where the Equipment is located and take immediate possession of and remove the same with our without instituting legal proceedings.
  - (b) Lessor may process by appropriate court action to enforce performance by Lessee of the applicable covenants of this Lease Agreement or to recover for breach of this Lease. Lessor's Loss as of the date Lessor's Loss is declared due and payable hereunder, provided, however, that upon recovery of Lessor's Loss from Lessee in any such action without having to repossess and dispose of the Equipment, Lessor shall transfer the Equipment to Lessee at its then location upon payment of any additional amount due under clauses (d), (e), and (f) below.
  - (c) In the event Lessor repossess the Equipment, Lessor shall either retain the Equipment in full satisfaction of Lessee's obligation hereunder or sell or lease each item of Equipment in such manner and upon such terms as Lessor may in its sole discretion determine, the proceeds of such sale or lease shall be applied to reimburse Lessor for Lessor's Loss and any additional amount due under clauses (d), (e), and (f) below. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency. For purposes of this subparagraph, the proceeds of any lease of all or any part of the Equipment by Lessor shall be the amount reasonably assigned by Lessor as the cost of such Equipment in determining the rent under such lease.
  - (d) Lessor may recover twice the amount of any investment tax credit taken with respect to the Equipment recaptured by Lessor on account of early disposition of the Equipment.
  - (e) Lessor may recover interest on the unpaid balance of Lessor's Loss from the date it becomes payable until fully paid.
  - (f) Lessor may exercise any other right or remedy available to it by law or by agreement, and may in any event recover legal fees and other expenses incurred by reason of an Event of Default or the exercise of any remedy hereunder, including expenses of repossession, repair, storage, transportation, and disposition of the Equipment.  
No remedy given in this paragraph is intended to be exclusive, and each shall be cumulative but only to the extent necessary to permit Lessor to recover amounts for which Lessee is liable hereunder. No express or implied waiver by Lessor of any Event of Default shall constitute a waiver of any other Event of Default.
19. NOTICES. Any written notice hereunder to Lessee shall be deemed to have been given when delivered personally or deposited in the United States mails, postage prepaid, addressed to Lessee and its address set forth or at such other address as may be last known to Lessor.
20. NET LEASE AND UNCONDITIONAL OBLIGATION. This Lease is a completely net Lease and Lessee's obligation to pay the rent and amounts payable by Lessee under paragraphs 12 and 18 is unconditional and not subject to any abatement, reduction, setoff or defense of any kind.
21. NON-CANCELLABLE LEASE. This Lease cannot be cancelled or terminated except as expressly provided herein.
22. SURVIVAL OF INDEMNITIES. Lessee's obligations under paragraph 7 and 8 shall survive termination of this Lease Agreement.
23. MISCELLANEOUS. Any provision of this Lease which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Lease and such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. The terms and conditions of this Lease supersede the terms and conditions of any related purchase order.
24. CONSENT TO GEORGIA LAW, JURISDICTION AND VENUE. This lease shall be deemed fully executed and performed in the state of Georgia and shall be governed by and construed in accordance with the laws thereof. In any action, proceeding, or appeal on any matter related to or arising out of this Lease, the Lessee and guarantor shall be subject to the personal jurisdiction of the state of Georgia, including any state or federal court sitting therein, and all court rules thereof and shall accept venue in any federal or state court in Georgia.
25. RENEWAL. Unless LESSEE, thirty days prior to the expiration of this lease notifies LESSOR in writing of its intentions to terminate this lease at its expiration date, then this Lease shall automatically be renewed upon all of the terms and conditions as stated herein for additional thirty day periods. Said renewal shall constitute a wholly new Lease Agreement between Lessor and Lessee. Any assignee, purchaser, holder, or holder in due course of Lessor and this Lease Agreement shall receive the benefits only of the original Lease Agreement, and not of any renewal hereof. In the event of renewal. All benefits of this Lease Agreement shall revert to Lessor.

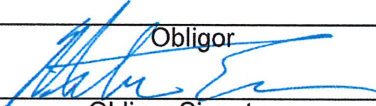
**Addendum**

This is an addendum ("Addendum") to and part of that certain agreement between DPI Leasing LLC ("Obligee") and The City of Dawsonville ("Obligor"), which agreement is identified in Obligee's records as agreement number \_\_\_\_\_ ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

You hereby represent and warrant to Us that as of the date of the Agreement, and throughout the Agreement Term: (a) the individual who executed the Agreement had at the time of execution of the Agreement full power and authority to execute the Agreement; and that all required procedures necessary to make the Agreement a legal and binding obligation of the Obligor have been followed; (b) the Equipment is essential to the immediate performance of an authorized governmental or proprietary function and shall be used during the Agreement Term only by You and only to perform such function; (c) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted and unencumbered appropriation.

The parties agree that this Agreement shall terminate absolutely without further obligation on the part of Obligor at the close of the calendar year in which it was executed and at the close of each succeeding calendar year thereafter if renewed. Notwithstanding the foregoing, the parties agree that the Agreement shall automatically renew for an additional twelve-month term, and for successive twelve-month terms thereafter, unless Obligor notifies Obligee of its desire to terminate the Agreement in writing at least thirty (30) days prior to the end of the then-current calendar year.

DPI Leasing LLC  
Obligee  
By:   
Obligee Signature  
Matt L Nix  
Print Name & Title  
Date Accepted: 8/27/2020

Obligor  
By: X   
Obligor Signature  
Mike Eason Mayor  
Print Name & Title  
Date 8/17/2020





# 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 C757M820714

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 Street: Federal Tax ID#:  Corp.  LLC  Partnership  Prop. State of Inc/Orig: GA Zip: State of Inc/Orig: GA

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

Vendor: Gainesville

Address:

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 Stephen Tolson Deneen Smith  
 Signature of Customer Print Name of Signer Title Date  
 City of Dawsonville  
 Accepted and Signed by Marlin Print Name of Signer Title Date  
 Deneen Smith Date: 2020.10.20 16:41:51

**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 Stacy Harris  
 Authorized Signature Name and Title (Please Print) Date  
 10/02/2020

# *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: \_\_\_\_\_  
By: **Deneen Smith** Digitally signed by Deneen Smith  
Date: 2020.10.20 16:42:25 -04'00'  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

LESSEE: City of Dawsonville  
By: *Stephen Tolson*  
Print Name: Stephen Tolson  
Title: Mayor Pro-tem  
Date: 10-5-20



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
CONSENT AGENDA ITEM # 7d

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SUBJECT: APPROVE 2021 STAFF APPOINTMENTS

CITY COUNCIL MEETING DATE: 12/07/2020

---

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 2021 STAFF APPOINTMENTS (SEE ATTACHED)**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Mike Eason, Mayor



## City of Dawsonville City Council

Mike Eason, Mayor  
Caleb Phillips, Councilmember Post #1  
Steve Tolson, Councilmember Post #2  
John Walden, Councilmember Post #3  
Mark French, Councilmember Post #4

415 Highway 53 East, Suite 100  
Dawsonville, GA 30534  
Office (706) 265-3256 Fax (706) 265-4214  
[www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)

Robert Bolz  
City Manager  
Beverly Banister  
City Clerk

## **City of Dawsonville Staff Appointments for 2021**

- City Manager – Bob Bolz
- City Clerk – Beverly Banister
- Municipal Court Clerk – Beverly Banister
- Deputy City Clerk – Tracy Smith



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7e

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SUBJECT: APPROVE 2021 RENEWAL OF PROFESSIONAL SERVICES

CITY COUNCIL MEETING DATE: 12/07/2020

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

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

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

---

PURPOSE FOR REQUEST:

**TO APPROVE RENEWAL OF PROFESSIONAL SERVICES FOR 2021**

---

HISTORY/ FACTS / ISSUES:

**SEE ATTACHED LIST**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

---

REQUESTED BY: Mike Eason, Mayor



## City of Dawsonville City Council

Mike Eason, Mayor  
Caleb Phillips, Councilmember Post #1  
Steve Tolson, Councilmember Post #2  
John Walden, Councilmember Post #3  
Mark French, Councilmember Post #4

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Robert Bolz  
City Manager  
Beverly Banister  
City Clerk

## **City of Dawsonville Professional Services for 2021**

- City Attorney –Miles Hansford & Tallant, LLC
- Auditor- Alexander, Almand and Bangs, LLP
- Engineer – G. Ben Turnipseed Engineers, Inc.
- Municipal Court Judge – Ron Reemsnyder
- City Solicitor – Jonah Howell
- Testing of Wastewater – Environmental Management Services
- Geologist – Bob Atkins
- Repair-Installation Water-Sewer Infrastructure – Townley Construction
- Airport Consultant Engineering Services – Lead Edge Design Group



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7f

---

SUBJECT: **APPROVE 2021 MAYOR & COUNCIL BOARD DESIGNATIONS AND COMPENSATION**

CITY COUNCIL MEETING DATE: 12/07/2020

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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

---

PURPOSE FOR REQUEST:

**TO APPROVE THE BOARD DESIGNATIONS FOR THE MAYOR AND COUNCIL FOR 2021  
AND TO AUTHORIZE APPROVAL FOR PAYMENT OF ONE MEETING PER MONTH AS  
DESIGNATED WHEN ATTENDED**

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HISTORY/ FACTS / ISSUES:

**SEE ATTACHED**

---

OPTIONS:

**APPROVE, AMEND OR TABLE**

---

RECOMMENDED SAMPLE MOTION:

---

REQUESTED BY: Mike Eason, Mayor





## City of Dawsonville City Council

Mike Eason, Mayor  
Caleb Phillips, Councilmember Post #1  
Steve Tolson, Councilmember Post #2  
John Walden, Councilmember Post #3  
Mark French, Councilmember Post #4

415 Highway 53 East, Suite 100  
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Robert Bolz  
City Manager  
Beverly Banister  
City Clerk

## **Mayor and Council Members Board Designations for 2021**

- Planning Commission – Caleb Phillips
- Historic Preservation Commission – Mark French
- Downtown Development Authority – Stephen Tolson
- Family Connection – John Walden
- Board of Health – Mark French
- Animal Control Board – Caleb Phillips
- Chamber of Commerce – Mayor or Mayor Pro-Tem
- Dawsonville History Museum – Mayor
- GMA – Mayor or Mayor Pro-Tem
- GMRC – Mayor or Mayor Pro-Tem

**Recommend authorization to approve payment of one meeting per month as designated when attended.**



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7g

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SUBJECT: APPROVE 2021 AGREEMENT WITH MUNICIPAL COURT JUDGE

CITY COUNCIL MEETING DATE: 12/07/2020

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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

---

PURPOSE FOR REQUEST:

**TO APPROVE THE AGREEMENT WITH MUNICIPAL COURT JUDGE RONALD REEMSNYDER**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

**APPROVE, AMEND OR TABLE**

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Dana Miles, City Attorney

**CITY OF DAWSONVILLE INDEPENDENT CONTRACTOR SERVICE  
AGREEMENT WITH MUNICIPAL COURT JUDGE RON REEMSNYDER**

This Agreement by and between the City of Dawsonville, a Georgia municipal corporation, hereinafter referred to as the “City,” and Ronald D. Reemsnyder, hereinafter referred to as the “Municipal Court Judge” or “Judge”, is as follows:

**WHEREAS**, the City Council has appointed Ronald D. Reemsnyder to serve as Judge of the City’s Municipal Court through an Independent Contractor Service Agreement and not as a City employee; and

**WHEREAS**, Ronald D. Reemsnyder has accepted the appointment and confirmation and desires to enter into this Agreement with the City to provide services to the City as Judge; and

**WHEREAS**, Ronald D. Reemsnyder understands this Agreement involves overseeing part-time court staff, who are employees of the City; and,

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and terms contained herein, the City and Ronald D. Reemsnyder agree as follows:

**1. INDEPENDENT CONTRACTOR STATUS:**

This Agreement does not create and shall not be construed to create an employee, representative, joint venture, or partnership relationship between the City and the Judge. Neither Party is an agent of the other Party for any purpose. Accordingly:

Judge shall provide Services as an independent contractor, and Judge shall not be considered an employee of the City for any purpose;

Judge, and Judge’s agents and subcontractors, including, but not limited to any Judges Pro Tempore, shall not be entitled to, and shall not receive from City in connection with Services any workers’ compensation coverage, insurance coverage, pension, profit sharing, paid vacation, sick leave disability or similar benefit normally provided by City to its employees, except as expressly provided under the Benefits section below;

Judge retains sole and exclusive liability and shall withhold and/or pay all taxes and contributions required to be withheld and/or paid under federal and state income tax laws, unemployment compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings, with respect to all Services provided hereunder, in a timely manner;

Judge is solely responsible for paying his own business expenses, and expenses will only be reimbursed as set forth in this Agreement; and

Judge is free to perform services for any other client that does not create a conflict of interest to his service to the City.

At all times during the term of this Agreement, neither party will function as or represent itself to be the other party or its agent, and no officer, employee, or agent of one party shall hold himself or herself out to be an officer, employee, or agent of the other party.

**2. TERM OF APPOINTMENT:**

Ronald D. Reemsnyder accepts the appointment of Judge of the Municipal Court of the City in accordance with the provisions of the City Charter and Ordinances as supplemented by this Agreement for a term commencing upon execution of this Agreement and terminating on December 31, 2021 unless earlier terminated as described below.

The Judge shall be, and remain, an attorney admitted to practice law in the State of Georgia. The Judge must also be a citizen of the United States of America and the State of Georgia. The Judge must comply with all other requirements for service as a municipal court judge, including but not limited to complying with all training requirements. The Judge shall immediately report to the City Council any change affecting his membership in good standing in the Georgia Bar Association and any training deficiencies.

**3. SCOPE OF SERVICES:**

The Judge shall perform all duties legally prescribed for a judicial officer serving as a Judge of a lawfully constituted Municipal Court according to the requirements of the Georgia Constitution, the Official Code of Georgia, the Code of Judicial Conduct, the Uniform Rules of Municipal Courts of the State of Georgia and such other rules as may be prescribed by the Supreme Court of the State of Georgia. In addition, the Judge shall act in accordance with any published opinions of the Judicial Qualifying Committee and the terms of any applicable Judicial Emergency Order. The Judge shall preside over all pre-trial conferences, cases, trials, and hearings or arrange for a Judge Pro Tempore to do so. The Judge also shall perform the duties described in section 4.

The Judge shall at all times faithfully and to the best of his ability administer activities of the court, assign and hear all cases and fulfill obligations of the Court as established by State or local law, rule, statute, regulation and City ordinance.

The Judge shall appoint Judges Pro Tempore for vacation, affidavits of prejudice, recusal from a pending case, illness and required judicial continuing education and training. Before appointing a Judge Pro Tempore, the Judge shall confirm that he or she is an attorney admitted to practice law in the State of Georgia, a member in good standing with the Georgia Bar Association, and current in all training requirements. The Judge may appoint only Judges Pro Tempore who have been approved by the City Council to serve as Judges Pro Tempore.

The Judge shall instruct all Judges Pro Tempore concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible, and shall provide a copy of this Agreement to the Judges Pro Tempore and obtain their agreement to comply with applicable terms during the Judge's absence.

**4. JUDICIAL INDEPENDENCE AND ADMINISTRATION:**

The Judge and all Judges Pro Tempore are independent from the City when performing judicial responsibilities and nothing contained herein shall be construed to interfere with a judge when performing judicial duties. The Judge, or any Judge Pro Tempore serving in the absence of the Judge, is solely responsible for judicial decisions. Judicial decisions include, but are not limited to, establishment of a standard bail schedule if the judge deems appropriate, establishment of a standard fine schedule for use with violations that do not require court appearances, determination of fines and punishment in individual cases, determination of bail in individual cases, establishment of standing orders regarding offenses for which cash bail is not required, determination of financial ability, determination of conditions of probation, determination of liability, and determination of eligibility for indigent defense and for alternatives to monetary penalties including community service and penalty or fine reductions.

Furthermore, the Judge is responsible for doing the following:

- in coordination with the City Attorney and the Court Clerk approving court forms and procedures necessary for the proper exercise of constitutional rights and other compliance with the law, and updating such forms and procedures as necessary
- in coordination with the City Attorney and the Court Clerk providing proper training of court staff and officials subject to the Judge's direction and control about court procedures and the use of approved court forms, and updating such training as necessary
- ensuring that court staff and officials subject to the Judge's direction and control use approved forms, follow approved procedures and comply with applicable provisions of the Code of Judicial Conduct, court rules, ordinances and statutes
- notifying the City Council of any Judicial Emergency Orders and any actions required to comply with such Orders, including, but not limited to actions that impact remote technology needs, city buildings, and city staff
- notifying the City Council of additional resources necessary to ensure compliance with applicable laws and rules
- notifying the City Council of service provider performance deficiencies
- reviewing quarterly reports and other communications of the Georgia Department of Community Supervision Misdemeanor Probation Oversight program and taking any actions the Judge deems necessary or appropriate

The Court Clerk shall be appointed by the City Council and shall serve as an At-Will employee of the City. The Court Clerk and all court staff other than the Judge are City employees subject to City rules and regulations. However, they are subject to the Judge's direction and control when performing duties for the court. Their salaries, benefits, hours of work and working conditions shall be established by the City.

The Judge understands that court staff adhere to the same applicable personnel policies as other City employees. The Parties agree that the Judge will participate in the review and amendment of any such policies to ensure that they recognize the unique nature of court employment and the Judge's responsibilities with respect to court employees. The Judge acknowledges the Court Clerk may perform other duties for the City that are not in conflict with the separation of powers.

The Judge will confer with the City Manager to coordinate administrative activities concerning City procedures, policies and the budget in an effort to retain and insure consistency and common practices throughout the City.

**5. COMPENSATION:**

The Judge's compensation for Services is set forth below:

The Judge will be paid a per diem of \$200 per day for all court hearing dates, training dates or other required days of work regardless of the number of hours worked each day.

All required training and costs for associated travel shall be reimbursed by the City in accordance with the City's reimbursement protocols and applicable law.

The Judge's compensation may be increased, but not decreased, during the Judge's term of office.

The Judge's compensation shall be determined annually on January 1. This salary shall constitute compensation for all responsibilities and duties in the administration of the Municipal Court.

Any Judge Pro Tempore will be paid a per diem of \$200 per day for court hearing dates regardless of the number of hours worked. Judges Pro Tempore shall not be entitled to any training costs or compensation or other benefits or payments from the City.

**6. METHOD OF PAYMENT:**

The Judge, or any Judge Pro Tempore, shall send invoices to the City Manager and payment will be made within 30 days or less.

**7. BENEFITS:**

The Judge is not eligible for any benefits offered by the City to employees.

**8. TERM OF AGREEMENT and RENEWAL:**

The Judge's term of office and the term of this Agreement shall be for a period beginning upon the execution of this Agreement and ending on December 31, 2021 unless renewed by action of the City Council for successive one-year terms prior to December 31 of each year for the upcoming year.

**9. CONTRACT ADMINISTRATION:**

This Agreement shall be administered by the City Manager. Any written notices to be served on either party shall be served or mailed to the following addresses, with a copy by email:

**IF TO THE CITY:**

Bob Bolz, City Manager  
City of Dawsonville  
415 Hwy. 53 East  
Suite 100  
Dawsonville, GA 30534  
citymanager@dawsonville-ga.gov

**IF TO THE JUDGE:**

Ronald D. Reemsnyder  
Mozley, Finlayson and Loggins  
1050 Crown Pointe Parkway  
Suite 1500  
Atlanta, GA 30338  
rreemsnyder@mflaw.com

**10. TERMINATION OF AGREEMENT:**

This Agreement may be terminated during the Judge's term of office as follows:

- By the Judge if he provides a minimum of 30 days written notice prior to his effective date of termination, unless otherwise mutually agreed by the parties.
- By the City only as provided in O.C.G.A. Section 36-32-2.2.

**11. MERGER AND AMENDMENT:**

This Agreement contains the entire understanding of the City and the Judge with respect to the matters set forth herein, and any prior or contemporaneous understandings are merged herein. This Agreement shall not be modified except by written instruments executed by the City and Judge hereto.

This Agreement shall be governed under the laws of the State of Georgia, and any dispute regarding this Agreement shall be resolved in Dawson County Superior Court, State of Georgia.

**12. SEVERABILITY**

If any provision of this Agreement or their application to any circumstance is held invalid, the remainder of this Agreement and their application to other circumstances is not affected.

**IN WITNESS WHEREOF** the parties hereto do hereby execute this Agreement.

CITY OF DAWSONVILLE, GEORGIA

MUNICIPAL COURT JUDGE

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

By: \_\_\_\_\_  
Ronald D. Reemsnyder

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

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

Attest:

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

Approved as to Form:

\_\_\_\_\_  
Dana B. Miles, City Attorney

DRAFT





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7h

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SUBJECT: APPROVE GMA SAFETY AND LIABILITY MANAGEMENT GRANT

CITY COUNCIL MEETING DATE: 12/07/2020

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

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

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

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PURPOSE FOR REQUEST:

**TO APPROVE THE ACCEPTANCE OF THE GMA SAFETY AND LIABILITY MANAGEMENT GRANT IN THE AMOUNT OF \$5109.83 AS APPROVED BY LGRMS**

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HISTORY/ FACTS / ISSUES:

On 10/21/2020 the GMA Safety and Liability Management Grant Program Application was submitted to LGRMS for the following items:

- Fall Protection System to help reduce injury by protecting field staff from falls. Will also reduce impact forces on body, tripod designed to withstand 5000 lbs. of vertical load. \$1850.00
- Streamlight Strion DS HL Rechargeable Flashlight for field staff to use during bad weather and/or emergency situations to have proper lighting. \$147.99
- Tracer 6TIR Grille and Surface Mount for field vehicles so that the public will be aware of city vehicle and staff safety. 4 @ total of \$111.84
- R2 Minidome Camera w/Enterprise subscription and Ubiquiti UniFi Cloud Key Gen 2 plus- security Gateway with Ubiquiti UniFi switch 8 60W power and CAT5E for 2-NANO BEAMS and 3-IP Cameras for Wallace Park and Cemetery due to liability of City property with the park being vandalized on four separate occasions. This is for the safety for the staff and public. \$3190.00

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OPTION

APPROVE OR DENY

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REQUESTED BY: Donna Blanton, Human Resource Manager

## Beverly Banister

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**Subject:** FW: Congratulations on the Approval of Your 2020 GMA Safety Grant: City of Dawsonville 20-41

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**From:** Dan Beck <[dbeck@lgrms.com](mailto:dbeck@lgrms.com)>

**Sent:** Monday, November 30, 2020 2:33 PM

**To:** Donna Blanton <[grants@dawsonville-ga.gov](mailto:grants@dawsonville-ga.gov)>

**Subject:** RE: Congratulations on the Approval of Your 2020 GMA Safety Grant: City of Dawsonville 20-41

I made that change and below are your new totals.

City of Dawsonville for \$2,109.83 from the WCSIF Grant Fund and \$3,000 from the GIRMA fund.



Dan Beck

Director, Local Government Risk Management Services

Office: 678-686-6280 Cell: 404-558-1874 Fax: 678-686-6380

[www.lgrms.com](http://www.lgrms.com)

READER ADVISORY NOTICE: This information is intended only for the individual named above. If you received this in error, please call 678-686-6279 to notify the sender, and then delete the email without printing, copying or retransmitting it. In addition, be advised that Georgia has a very broad open records law and that your email communications may be subject to public disclosure.

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DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 8

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SUBJECT: FY 2019-2020 AUDIT PRESENTATION AND APPROVAL

CITY COUNCIL MEETING DATE: 12/07/2020

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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 PRESENT THE FINANCIAL AUDIT FOR FY 2019-2020 BY BRYAN ST. PIERRE FROM  
ALEXANDER, ALMAND & BANGS**

**TO APPROVE THE FY 2019-2020 AUDIT AS PRESENTED**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 9

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SUBJECT: REVIEW OF CITY LEASES

CITY COUNCIL MEETING DATE: 12/07/2020

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

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

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

---

PURPOSE FOR REQUEST:

**TO DISCUSS RENEWAL OF 2021 CITY PROPERTY LEASES**

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HISTORY/ FACTS / ISSUES:

- **DAWSONVILLE HISTORY MUSUEM, CURRENT LEASES EXPIRES 12/31/2020**
  - **DAWSONVILLE MOONSHINE DISTILERRY, CURRENT LEASES EXPIRES 12/31/2020**
  - **224 FLAT CREEK DRIVE (RESIDENCE), CURRENT LEASE EXPIRES 04/30/2021**
- 

OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Mike Eason, Mayor



# CITY OF DAWSONVILLE

CITY OF DAWSONVILLE  
415 HWY 53 EAST, SUITE 100  
DAWSONVILLE, GA 30534

Phone: (706)265-3256  
Fax: (706)265-4214

**License Id:** L2100113  
**Effective Date:** 01/01/21  
**License Type:** VAPE LICENSE  
**Business Name:** MAMMA BUSINESS INC dba  
**Legal Name:** NEIGHBORHOOD CONVENIENCE STORE  
**Business Location:** 75 HIGHWAY 9 NORTH  
NEIGHBORHOOD CONVENIENCE STORE  
MOIZ PONJWANI  
PO BOX 2037  
DAWSONVILLE, GA 30534



**Expiration Date:** 12/31/21

**Summary of Services:**

**Description**  
VAPE LICENSE  
LICENSE INVESTIGATIVE FEE  
VAPE DEVICE-GRINDER  
VAPE DEVICE-WEIGH  
VAPE DEVICE-TORCH

\_\_\_\_\_  
Authorized Signature

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE



**City of Dawsonville**  
 415 Hwy 53 E, Suite 100  
 Dawsonville, GA 30534

(706)265-3256

Payment Due Upon Receipt

<b>INVOICE #</b>
12100447

INVOICE DATE: 11/30/20  
 DUE DATE: 12/30/20

ACCOUNT ID: NEIGH005 PIN: 6334 NEIGHBORHOOD CONVENIENCE STORE MOIZ PONJWANI PO BOX 2037 DAWSONVILLE, GA 30534
---------------------------------------------------------------------------------------------------------------------------

LICENSE INFORMATION  
 LICENSE ID: L2100113  
 NAME: MAMMA BUSINESS INC dba  
 LOCATION: 75 HIGHWAY 9 NORTH

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		VAPE LICENSE		
1.0000/EA	B-023	VAPE LICENSE	1,025.000000	1,025.00
1.0000/EA	B-025	LICENSE INVESTIGATIVE FEE SEC 8-603 (a) (3) If the applicant to be fingerprinted is also filing, at the same time as filing his/her application pursuant to this article, another application for another license, under this chapter or chapter 3, for which he/she must be fingerprinted only one investigative fee shall be required for all applications.	100.000000	100.00
		REFUND TO BE ISSUED		
1.0000/EA	B-026D	VAPE DEVICE-GRINDER	250.000000	250.00
1.0000/EA	B-028D	VAPE DEVICE-WEIGH	250.000000	250.00
1.0000/EA	B-029D	VAPE DEVICE-TORCH	250.000000	250.00
		TOTAL DUE:		\$ 1,875.00
		Prn Payment: 11/30/20 CK 6501		-1,875.00
		BALANCE:		\$ 0.00

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

City of Dawsonville  
 415 Hwy 53 E, Suite 100  
 Dawsonville, GA 30534

INVOICE #: 12100447  
 DESCRIPTION: VAPE LICENSE  
 ACCOUNT ID: NEIGH005 PIN: 6334  
 DUE DATE: 12/30/20  
 TOTAL DUE: See Last Page

NEIGHBORHOOD CONVENIENCE STORE  
 MOIZ PONJWANI  
 PO BOX 2037  
 DAWSONVILLE, GA 30534





**City of Dawsonville**

415 Highway 53 East Suite 100  
Dawsonville, Georgia 30534  
Phone: (706)265-3256 Fax: (706)265-4214  
Website: [www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)  
Planning@[dawsonville-ga.gov](mailto:dawsonville-ga.gov)

**VAPE LICENSE APPLICATION**

LICENSE FEE: \$1025.00 per year PLUS EACH DEVICE TYPE \$250.00 each per year. INVESTIGATIVE FEE: \$100.00

Any person who wishes to operate a Vape Shop or offers for retail sale any item of alternative nicotine products, vape juice, vapor products, and/or non-traditional tobacco paraphernalia shall immediately apply to the City of Dawsonville Planning and Zoning Department for a Vape Shop license and shall pay an annual license fee. All vape shop licenses expire December 31<sup>st</sup> each year and a renewal application must be submitted PRIOR to November 20<sup>th</sup> each year.

Business Name: Gamma Business Inc Business Phone # 706-265-3278

Applicant Name: Moiz Penjwani

Business Location: 75 Highway 9 North

Mailing Address (if Different): P.O. BOX 2037 Dawsonville GA 30534

E-Mail Address: Amwasy786@gmail.com

Original Vape License Application Date or year: 2019

Additional lines of device types sold at this location (please check all that apply)

Storage devices with false/hidden doors

Grinders

Weighing devices

Torch Lighters

Applicant must provide the following for all renewals:

1. All applicable fees (\$1025 plus \$250 per each device type)
2. Copy of Driver's License
3. Completed application with affidavits and oaths attached
4. Fingerprint background report

Before signing this application, check all answers and explanations to see that you have answered all questions fully and correctly.

I hereby certify that I am authorized by my business or my employer to file and sign for this application as the applicant and responsible party.

Applicant Signature Moiz Penjwani

Date 11-19-20

Office Use Only:  
License ID # C2100113 Date Received: 11/19/2020 Payment Received: 11/19/2020

RECEIVED  
NOV 13 2020  
BY: Esther check 6501



Certifications and Oath

1. I hereby certify that I have read, understand, and will comply with the City of Dawsonville Vape Shop / Vaping Ordinance and if the license is granted, I shall maintain a copy of said ordinance on the premises and shall require each of my employees to be familiar with the ordinance. Furthermore, I agree that by signing and filing the application, I will maintain sales receipts and records and allow the City Planning Director or his designee to inspect said records to ensure my compliance with this Ordinance.
2. As a prerequisite to the issuance of this license, I understand that I shall furnish a state and federal fingerprint background report for myself and all other persons required to sign the application as specified under Georgia law. Each person required to sign the application for an original license and/or renewal license, must authorize the City of Dawsonville or its designated representatives to secure from any state, county, municipal or federal court, any police department and/or law enforcement agency his, her or its criminal history and civil history and further authorize the City, its officers and employees to use such information in determining whether or not a license for the sale of any item of alternative nicotine products, vape juice, vapor products, and/or non-traditional tobacco paraphernalia will be issued to the applicant. Further, I authorize the City, its officers and employees to use such information in a public hearing if necessary, to determine whether or not the applicant's license should be denied, voided, cancelled and/or revoked. Each applicant waives any right or rights he, she or it may have under state or federal law, statute and/or court ruling to preclude the City from securing such criminal and/or civil history from any source and waives any right he, she or it may have to preclude the City from using such information publicly in determining whether the license will be issued to such applicant.

OATH

STATE OF GEORGIA, DAWSON COUNTY

I, Mojib Punjwari, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING STATEMENT ARE TRUE AND CORRECT. I SOLEMNLY SWEAR THAT I HAVE NOT BEEN CONVICTED, PLEAD GUILTY OR NOLO CONTENDERE TO A CRIME INVOLVING MORAL TURPITUDE, ILLEGAL GAMBLING OR ILLEGAL POSSESSION OR SALE OF A CONTROLLED SUBSTANCES, ILLEGAL VAPE SUBSTANCES, OR THE ILLEGAL POSSESSION OR SALE OF ALCOHOLIC BEVERAGES, INCLUDING THE SALE OR TRANSFER OF VAPE PRODUCTS OR SUBSTANCES TO MINORS IN A MANNER CONTRARY TO LAW, KEEPING A PLACE OF PROSTITUTION, PANDERING, PIMPING, PUBLIC INDECENCY, PROSTITUTION, SOLICITATION OF SODOMY, OR ANY SEXUAL RELATED CRIME IN THE PAST TWO YEARS. I SOLEMNLY SWEAR THAT I AM A LEGAL RESIDENT OF THE UNITED STATES OF AMERICA.

Mojib Punjwari  
 APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT Mojib Punjwari SIGNED HIS NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND, UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS 19 DAY OF November, 2021

Stanislav Zaverukha  
 Notary Public

(Seal)



Stanislav Zaverukha  
 NOTARY PUBLIC  
 Dawson County, Georgia  
 My Commission Expires  
 March 21, 2023



# CITY OF DAWSONVILLE

CITY OF DAWSONVILLE  
415 HWY 53 EAST, SUITE 100  
DAWSONVILLE, GA 30534

Phone: (706)265-3256  
Fax: (706)265-4214

**License Id:** L2100120  
**Effective Date:** 01/01/21  
**License Type:** VAPE LICENSE  
**Business Name:** SHREE GAJKARNA CORPORATION dba  
**Legal Name:** GOLD CREEK MARKET  
**Business Location:** 2131 HIGHWAY 9 NORTH SUITE 100



GOLD CREEK MARKET  
SACHINKUMAR PATEL  
2131 HIGHWAY 9 NORTH SUITE 100  
DAWSONVILLE, GA 30534

**Expiration Date:** 12/31/21

**Summary of Services:**

**Description**  
VAPE LICENSE  
LICENSE INVESTIGATIVE FEE

\_\_\_\_\_  
Authorized Signature

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE



**City of Dawsonville**  
 415 Hwy 53 E, Suite 100  
 Dawsonville, GA 30534

(706)265-3256

Payment Due Upon Receipt

<b>INVOICE #</b>
12100454

INVOICE DATE: 11/30/20  
 DUE DATE: 12/30/20

ACCOUNT ID: GOLDC010 PIN: 1830  GOLD CREEK MARKET SACHINKUMAR PATEL 2131 HIGHWAY 9 NORTH SUITE 100 DAWSONVILLE, GA 30534
-----------------------------------------------------------------------------------------------------------------------------------------

LICENSE INFORMATION  
 LICENSE ID: L2100120  
 NAME: SHREE GAJKARNA CORPORATION dba  
 LOCATION: 2131 HIGHWAY 9 NORTH SUITE 100

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		VAPE LICENSE		
1.0000/EA	B-023	VAPE LICENSE	1,025.000000	1,025.00
1.0000/EA	B-025	LICENSE INVESTIGATIVE FEE SEC 8-603 (a) (3) If the applicant to be fingerprinted is also filing, at the same time as filing his/her application pursuant to this article, another application for another license, under this chapter or chapter 3, for which he/she must be fingerprinted only one investigative fee shall be required for all applications.	100.000000	100.00
			TOTAL DUE:	\$ 1,125.00
		Prn Payment: 11/30/20 CK 3051		-1,125.00
			BALANCE:	\$ 0.00

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

City of Dawsonville  
 415 Hwy 53 E, Suite 100  
 Dawsonville, GA 30534

INVOICE #: 12100454  
 DESCRIPTION: VAPE LICENSE  
 ACCOUNT ID: GOLDC010 PIN: 1830  
 DUE DATE: 12/30/20  
 TOTAL DUE: \$ 0.00

GOLD CREEK MARKET  
 SACHINKUMAR PATEL  
 2131 HIGHWAY 9 NORTH SUITE 100  
 DAWSONVILLE, GA 30534





**City of Dawsonville**  
 415 Highway 53 East Suite 100  
 Dawsonville, Georgia 30534  
 Phone: (706)265-3256 Fax: (706)265-4214  
 Website: [www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)  
[Planning@dawsonville-ga.gov](mailto:Planning@dawsonville-ga.gov)

**VAPE LICENSE APPLICATION**

LICENSE FEE: \$1025.00 per year PLUS EACH DEVICE TYPE \$250.00 each per year. INVESTIGATIVE FEE: \$100.00

Any person who wishes to operate a Vape Shop or offers for retail sale any item of alternative nicotine products, vape juice, vapor products, and/or non-traditional tobacco paraphernalia shall immediately apply to the City of Dawsonville Planning and Zoning Department for a Vape Shop license and shall pay an annual license fee. All vape shop licenses expire December 31<sup>st</sup> each year and a renewal application must be submitted PRIOR to November 20<sup>th</sup> each year.

SHREE GAJKAAMA CORP.  
 Business Name: Gold Creek Market Business Phone # 404 817-1988

Applicant Name: SACHIN KUMAR Patel

Business Location: 2131 Hwy 9 North Dawsonville Ga 30534

Mailing Address (If Different): \_\_\_\_\_

E-Mail Address: Sachin8686@Yahoo.com

Original Vape License Application Date or year: 2019

Additional lines of device types sold at this location (please check all that apply)

- Storage devices with false/hidden doors
- Grinders
- Weighing devices
- Torch Lighters

Applicant must provide the following for all renewals:

1. All applicable fees (\$1025 plus \$250 per each device type)
2. Copy of Driver's License
3. Completed application with affidavits and oaths attached
4. Fingerprint background report

Before signing this application, check all answers and explanations to see that you have answered all questions fully and correctly.

I hereby certify that I am authorized by my business or my employer to file and sign for this application as the applicant and responsible party.

[Signature]  
 Applicant Signature

11-16-2020  
 Date

Office Use Only:  
 License ID # L2100120 Date Received: 11/16/2020 Payment Received: 11/16/2020

RECEIVED  
 NOV 16 2020  
 BY: [Signature]

Certifications and Oath

1. I hereby certify that I have read, understand, and will comply with the City of Dawsonville Vape Shop / Vaping Ordinance and if the license is granted, I shall maintain a copy of said ordinance on the premises and shall require each of my employees to be familiar with the ordinance. Furthermore, I agree that by signing and filing the application, I will maintain sales receipts and records and allow the City Planning Director or his designee to inspect said records to ensure my compliance with this Ordinance.
2. As a prerequisite to the issuance of this license, I understand that I shall furnish a state and federal fingerprint background report for myself and all other persons required to sign the application as specified under Georgia law. Each person required to sign the application for an original license and/or renewal license, must authorize the City of Dawsonville or its designated representatives to secure from any state, county, municipal or federal court, any police department and/or law enforcement agency his, her or its criminal history and civil history and further authorize the City, its officers and employees to use such information in determining whether or not a license for the sale of any item of alternative nicotine products, vape juice, vapor products, and/or non-traditional tobacco paraphernalia will be issued to the applicant. Further, I authorize the City, its officers and employees to use such information in a public hearing if necessary, to determine whether or not the applicant's license should be denied, voided, cancelled and/or revoked. Each applicant waives any right or rights he, she or it may have under state or federal law, statute and/or court ruling to preclude the City from securing such criminal and/or civil history from any source and waives any right he, she or it may have to preclude the City from using such information publicly in determining whether the license will be issued to such applicant.

OATH

STATE OF GEORGIA, DAWSON COUNTY

I, SACHINKUMAR Patel, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING STATEMENT ARE TRUE AND CORRECT. I SOLEMNLY SWEAR THAT I HAVE NOT BEEN CONVICTED, PLEAD GUILTY OR NOLO CONTENDERE TO A CRIME INVOLVING MORAL TURPITUDE, ILLEGAL GAMBLING OR ILLEGAL POSSESSION OR SALE OF A CONTROLLED SUBSTANCES, ILLEGAL VAPE SUBSTANCES, OR THE ILLEGAL POSSESSION OR SALE OF ALCOHOLIC BEVERAGES, INCLUDING THE SALE OR TRANSFER OF VAPE PRODUCTS OR SUBSTANCES TO MINORS IN A MANNER CONTRARY TO LAW, KEEPING A PLACE OF PROSTITUTION, PANDERING, PIMPING, PUBLIC INDECENCY, PROSTITUTION, SOLICITATION OF SODOMY, OR ANY SEXUAL RELATED CRIME IN THE PAST TWO YEARS. I SOLEMNLY SWEAR THAT I AM A LEGAL RESIDENT OF THE UNITED STATES OF AMERICA.

[Signature]  
 APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT Sachinkumar SIGNED HIS NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND, UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS 16 DAY OF November, 2020

[Signature]  
 Notary Public

(Seal)



Stanislav Zavenikha  
 NOTARY PUBLIC  
 Dawson County Georgia  
 My Commission Expires  
 March 21, 2023

Public Benefits Affidavit of Citizenship

Note: Georgia Law requires that the City of Dawsonville, Georgia obtain an affidavit regarding the subjects indicated herein from any person who wishes to apply for a "Public Benefit" as that term is defined by Georgia Law.

- 1. I am over the age of 18, of sound mind, and am competent to make this Affidavit
- 2. I am executing this affidavit under oath, as an applicant for a City of Dawsonville, Georgia, Public Benefit. Public Benefits include Retirement Benefits, Health Benefits, Disability Benefits, Business Licenses, Occupation Tax Certificates, Alcohol Licenses, Vehicle for Hire Permits, Contracts, or other public benefits as referenced and defined in O.C.G.A. Section 50-36-1.
- 3. I make this affidavit as part of my application for a City of Dawsonville, Public Benefit for (circle one) MYSELF or SACHINKUMAR PATEL (name of the entity for which the benefit is sought).

4. With respect to my presence in the United States, I state as follows:

a. [Signature] I am a United States citizen  
OR

b. \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act lawfully present in the United States. I have provided my Alien Registration Number or, in the event I do not have an Alien Registration Number, I have provided another identifying number below. \*

5. In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

[Signature] 11-16-2020  
Signature of Applicant: Date:

Printed Name: SACHINKUMAR Patel

\* \_\_\_\_\_  
Alien Registration or Other Identifying Number for Non-Citizens

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

16 DAY OF November, 2020.

Notary Public [Signature]

My Commission Expires: March 21, 2022



Stanislav Zaverukha  
NOTARY PUBLIC  
Dawson County, Georgia  
My Commission Expires  
March 21, 2022

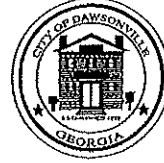
\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number.

# CITY OF DAWSONVILLE

CITY OF DAWSONVILLE  
415 HWY 53 EAST, SUITE 100  
DAWSONVILLE, GA 30534

Phone: (706)265-3256  
Fax: (706)265-4214

**License Id:** L2100116  
**Effective Date:** 01/01/21  
**License Type:** VAPE LICENSE  
**Business Name:** CIRCLE K #2723318  
**Legal Name:** CIRCLE K STORES INC  
**Business Location:** 74 HIGHWAY 9 NORTH



CIRCLE K STORES INC  
PAMELA SPENCER  
2550 W TYVOLA ROAD STE 200  
CHARLOTTE, NC 28217

**Expiration Date:** 12/31/21

## Summary of Services:

**Description**  
LICENSE INVESTIGATIVE FEE

\_\_\_\_\_  
Authorized Signature

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE





**City of Dawsonville**  
 415 Hwy 53 E, Suite 100  
 Dawsonville, GA 30534

(706)265-3256

Payment Due Upon Receipt

<b>INVOICE #</b>
12100450

INVOICE DATE: 11/30/20  
 DUE DATE: 12/30/20

ACCOUNT ID: CIRCL010 PIN: 4143  CIRCLE K STORES INC PAMELA SPENCER 2550 W TYVOLA ROAD STE 200 CHARLOTTE, NC 28217
----------------------------------------------------------------------------------------------------------------------------------

LICENSE INFORMATION  
 LICENSE ID: L2100116  
 NAME: CIRCLE K #2723318  
 LOCATION: 74 HIGHWAY 9 NORTH

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		VAPE LICENSE		
1.0000/EA	B-023	VAPE LICENSE	1,025.000000	1,025.00
			TOTAL DUE:	\$ 1,025.00
		Prn Payment: 11/30/20 CK 10420555		-1,025.00
			BALANCE:	\$ 0.00

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

City of Dawsonville  
 415 Hwy 53 E, Suite 100  
 Dawsonville, GA 30534

INVOICE #: 12100450  
 DESCRIPTION: VAPE LICENSE  
 ACCOUNT ID: CIRCL010 PIN: 4143  
 DUE DATE: 12/30/20  
 TOTAL DUE: \$ 0.00

CIRCLE K STORES INC  
 PAMELA SPENCER  
 2550 W TYVOLA ROAD STE 200  
 CHARLOTTE, NC 28217





**City of Dawsonville**  
 415 Highway 53 East Suite 100  
 Dawsonville, Georgia 30534  
 Phone: (706)265-3256 Fax: (706)265-4214  
 Website: [www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)  
[Planning@dawsonville-ga.gov](mailto:Planning@dawsonville-ga.gov)

**VAPE LICENSE APPLICATION**

**LICENSE FEE: \$1025.00 per year PLUS EACH DEVICE TYPE \$250.00 each per year. INVESTIGATIVE FEE: \$100.00**

Any person who wishes to operate a Vape Shop or offers for retail sale any item of alternative nicotine products, vape juice, vapor products, and/or non-traditional tobacco paraphernalia shall immediately apply to the City of Dawsonville Planning and Zoning Department for a Vape Shop license and shall pay an annual license fee. All vape shop licenses expire December 31<sup>st</sup> each year and a renewal application must be submitted PRIOR to November 20<sup>th</sup> each year.

Business Name: Circle K Stores Inc. #2123318 Business Phone # 704 508 5728  
 Applicant Name: Circle K Stores Inc. / Mark Dstotts - Vice President  
 Business Location: 78 Hwy. 9 North (38 Coler Somahee Dr.)  
 Mailing Address (if Different): 2550 W. Tyvola Rd. Ste. 200 Charlotte, NC. 28217  
 E-Mail Address: pspence@circlek.com  
 Original Vape License Application Date or year: ~~2019~~ 2019 03

Additional lines of device types sold at this location (please check all that apply)

- Storage devices with false/hidden doors
- Grinders
- Weighing devices
- Torch Lighters

Applicant must provide the following for all renewals:

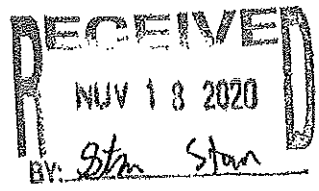
1. All applicable fees (\$1025 plus \$250 per each device type)
2. Copy of Driver's License
3. Completed application with affidavits and oaths attached
4. Fingerprint background report

Before signing this application, check all answers and explanations to see that you have answered all questions fully and correctly.

I hereby certify that I am authorized by my business or my employer to file and sign for this application as the applicant and responsible party.

\_\_\_\_\_  
 Applicant Signature 11/10/2020  
Date

Office Use Only:  
 License ID # 221006116 Date Received: 11/18/2020 Payment Received: 11/19/2020



Certifications and Oath

1. I hereby certify that I have read, understand, and will comply with the City of Dawsonville Vape Shop / Vaping Ordinance and if the license is granted, I shall maintain a copy of said ordinance on the premises and shall require each of my employees to be familiar with the ordinance. Furthermore, I agree that by signing and filing the application, I will maintain sales receipts and records and allow the City Planning Director or his designee to inspect said records to ensure my compliance with this Ordinance.
2. As a prerequisite to the issuance of this license, I understand that I shall furnish a state and federal fingerprint background report for myself and all other persons required to sign the application as specified under Georgia law. Each person required to sign the application for an original license and/or renewal license, must authorize the City of Dawsonville or its designated representatives to secure from any state, county, municipal or federal court, any police department and/or law enforcement agency his, her or its criminal history and civil history and further authorize the City, its officers and employees to use such information in determining whether or not a license for the sale of any item of alternative nicotine products, vape juice, vapor products, and/or non-traditional tobacco paraphernalia will be issued to the applicant. Further, I authorize the City, its officers and employees to use such information in a public hearing if necessary, to determine whether or not the applicant's license should be denied, voided, cancelled and/or revoked. Each applicant waives any right or rights he, she or it may have under state or federal law, statute and/or court ruling to preclude the City from securing such criminal and/or civil history from any source and waives any right he, she or it may have to preclude the City from using such information publicly in determining whether the license will be issued to such applicant.

OATH

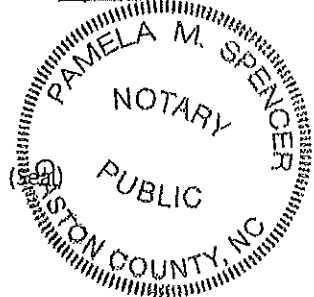
STATE OF GEORGIA, DAWSON COUNTY

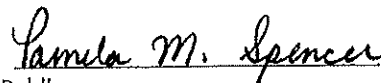
I, Mark A. Ostoits, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING STATEMENT ARE TRUE AND CORRECT. I SOLEMNLY SWEAR THAT I HAVE NOT BEEN CONVICTED, PLEAD GUILTY OR NOLO CONTENDERE TO A CRIME INVOLVING MORAL TURPITUDE, ILLEGAL GAMBLING OR ILLEGAL POSSESSION OR SALE OF A CONTROLLED SUBSTANCES, ILLEGAL VAPE SUBSTANCES, OR THE ILLEGAL POSSESSION OR SALE OF ALCOHOLIC BEVERAGES, INCLUDING THE SALE OR TRANSFER OF VAPE PRODUCTS OR SUBSTANCES TO MINORS IN A MANNER CONTRARY TO LAW, KEEPING A PLACE OF PROSTITUTION, PANDERING, PIMPING, PUBLIC INDECENCY, PROSTITUTION, SOLICITATION OF SODOMY, OR ANY SEXUAL RELATED CRIME IN THE PAST TWO YEARS. I SOLEMNLY SWEAR THAT I AM A LEGAL RESIDENT OF THE UNITED STATES OF AMERICA.

  
 APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT Mark A. Ostoits SIGNED HIS NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND, UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS 10th DAY OF November, 2020.



  
 Notary Public

Public Benefits Affidavit of Citizenship

Note: Georgia Law requires that the City of Dawsonville, Georgia obtain an affidavit regarding the subjects indicated herein from any person who wishes to apply for a "Public Benefit" as that term is defined by Georgia Law.

- 1. I am over the age of 18, of sound mind, and am competent to make this Affidavit
- 2. I am executing this affidavit under oath, as an applicant for a City of Dawsonville, Georgia, Public Benefit. Public Benefits include Retirement Benefits, Health Benefits, Disability Benefits, Business Licenses, Occupation Tax Certificates, Alcohol Licenses, Vehicle for Hire Permits, Contracts, or other public benefits as referenced and defined in O.C.G.A. Section 50-36-1.
- 3. I make this affidavit as part of my application for a City of Dawsonville, Public Benefit for (circle one) MYSELF or Circle K Stores Inc. (name of the entity for which the benefit is sought).

4. With respect to my presence in the United States, I state as follows:

a.  I am a United States citizen

OR

b. \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act lawfully present in the United States. I have provided my Alien Registration Number or, in the event I do not have an Alien Registration Number, I have provided another identifying number below. \*

5. In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

[Handwritten Signature] 11/10/2010

Signature of Applicant:

Date:

Printed Name: Mark A. Osbits

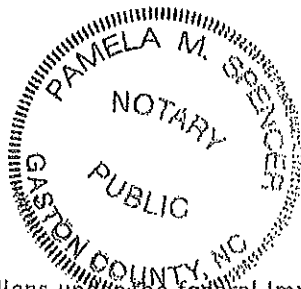
\* \_\_\_\_\_  
Alien Registration or Other Identifying Number for Non-Citizens

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

10th DAY OF November, 2020.

Notary Public Pamela M. Spencer

My Commission Expires: 1/16/2024



\*Note: O.C.G.A. § 50-36- 1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 5 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number.

# CITY OF DAWSONVILLE

CITY OF DAWSONVILLE  
415 HWY 53 EAST, SUITE 100  
DAWSONVILLE, GA 30534

Phone: (706)265-3256  
Fax: (706)265-4214

**License Id:** L2100118

**Effective Date:** 01/01/21

**License Type:** VAPE LICENSE

**Business Name:** BIG H INTERNATIONAL INC dba

**Legal Name:** EXPRESS FOOD MART

**Business Location:** 236 HIGHWAY 53 WEST, STE 110

EXPRESS FOOD MART  
EDDIE AKBARSHAH  
236 HIGHWAY 53 WEST, STE 110  
DAWSONVILLE, GA 30534



**Expiration Date:** 12/31/21

**Summary of Services:**

**Description**  
LICENSE INVESTIGATIVE FEE

\_\_\_\_\_  
Authorized Signature

**NON-TRANSFERABLE**

**TO BE PLACED IN A CONSPICUOUS PLACE**



**City of Dawsonville**  
 415 Hwy 53 E, Suite 100  
 Dawsonville, GA 30534

(706)265-3256

Payment Due Upon Receipt

<b>INVOICE #</b>
I2100452

INVOICE DATE: 11/30/20  
 DUE DATE: 12/30/20

ACCOUNT ID: DAWS0070 PIN: 7778  EXPRESS FOOD MART DAWSONVILLE EXXON FOODMART EDBRAHIM AKBARSHAHI 236 HIGHWAY 53 WEST, STE 110 DAWSONVILLE, GA 30534
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------

LICENSE INFORMATION  
 LICENSE ID: L2100118  
 NAME: BIG H INTERNATIONAL INC dba  
 LOCATION: 236 HIGHWAY 53 WEST, STE 110

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		VAPE LICENSE		
1.0000/EA	B-023	VAPE LICENSE	1,025.000000	1,025.00
			TOTAL DUE:	\$ 1,025.00
				<u>-1,025.00</u>
		Prn Payment: 11/30/20 CK 10539		
			BALANCE:	<u>\$ 0.00</u>

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

City of Dawsonville  
 415 Hwy 53 E, Suite 100  
 Dawsonville, GA 30534

INVOICE #: I2100452  
 DESCRIPTION: VAPE LICENSE  
 ACCOUNT ID: DAWS0070 PIN: 7778  
 DUE DATE: 12/30/20  
 TOTAL DUE: \$ 0.00

EXPRESS FOOD MART  
 DAWSONVILLE EXXON FOODMART  
 EDBRAHIM AKBARSHAHI  
 236 HIGHWAY 53 WEST, STE 110  
 DAWSONVILLE, GA 30534





**City of Dawsonville**  
 415 Highway 53 East Suite 100  
 Dawsonville, Georgia 30534  
 Phone: (706)265-3256 Fax: (706)265-4214  
 Website: [www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)  
[Planning@dawsonville-ga.gov](mailto:Planning@dawsonville-ga.gov)

**VAPE LICENSE APPLICATION**

**LICENSE FEE: \$1025.00 per year PLUS EACH DEVICE TYPE \$250.00 each per year. INVESTIGATIVE FEE: \$100.00**

Any person who wishes to operate a Vape Shop or offers for retail sale any item of alternative nicotine products, vape juice, vapor products, and/or non-traditional tobacco paraphernalia shall immediately apply to the City of Dawsonville Planning and Zoning Department for a Vape Shop license and shall pay an annual license fee. All vape shop licenses expire December 31<sup>st</sup> each year and a renewal application must be submitted PRIOR to November 20<sup>th</sup> each year.

Business Name: Dawsonville Exxon Food <sup>Mort</sup> Business Phone # 706-216-1740

Applicant Name: Ebrahim - Akbarshahi

Business Location: 236 Hwy 53 W. #110 Dawsonville, GA 30534

Mailing Address (if Different): The Same

E-Mail Address: ebiroya@comcast.net

Original Vape License Application Date or year: 2019

Additional lines of device types sold at this location (please check all that apply)

- Storage devices with false/hidden doors
- Grinders
- Weighing devices
- Torch Lighters

Applicant must provide the following for all renewals:

1. All applicable fees (\$1025 plus \$250 per each device type)
2. Copy of Driver's License
3. Completed application with affidavits and oaths attached
4. Fingerprint background report

Before signing this application, check all answers and explanations to see that you have answered all questions fully and correctly.

I hereby certify that I am authorized by my business or my employer to file and sign for this application as the applicant and responsible party.

[Signature]  
 Applicant Signature

11/10/20  
 Date

Office Use Only:  
 License ID # 42100119 Date Received: 11/10/2020 Payment Received: w/co/2020

**RECEIVED**  
 NOV 10 2020  
 BY: [Signature]

Certifications and Oath

1. I hereby certify that I have read, understand, and will comply with the City of Dawsonville Vape Shop / Vaping Ordinance and if the license is granted, I shall maintain a copy of said ordinance on the premises and shall require each of my employees to be familiar with the ordinance. Furthermore, I agree that by signing and filing the application, I will maintain sales receipts and records and allow the City Planning Director or his designee to inspect said records to ensure my compliance with this Ordinance.
2. As a prerequisite to the issuance of this license, I understand that I shall furnish a state and federal fingerprint background report for myself and all other persons required to sign the application as specified under Georgia law. Each person required to sign the application for an original license and/or renewal license, must authorize the City of Dawsonville or its designated representatives to secure from any state, county, municipal or federal court, any police department and/or law enforcement agency his, her or its criminal history and civil history and further authorize the City, its officers and employees to use such information in determining whether or not a license for the sale of any item of alternative nicotine products, vape juice, vapor products, and/or non-traditional tobacco paraphernalia will be issued to the applicant. Further, I authorize the City, its officers and employees to use such information in a public hearing if necessary, to determine whether or not the applicant's license should be denied, voided, cancelled and/or revoked. Each applicant waives any right or rights he, she or it may have under state or federal law, statute and/or court ruling to preclude the City from securing such criminal and/or civil history from any source and waives any right he, she or it may have to preclude the City from using such information publicly in determining whether the license will be issued to such applicant.

OATH


STATE OF GEORGIA, DAWSON COUNTY

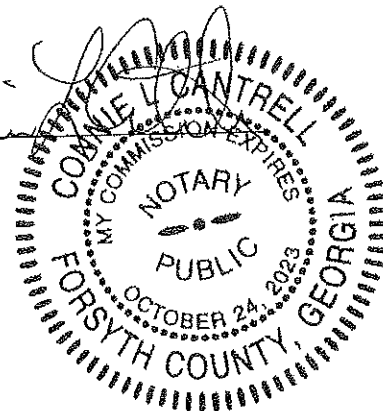
I, Ebrahim Akbarshahi DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING STATEMENT ARE TRUE AND CORRECT. I SOLEMNLY SWEAR THAT I HAVE NOT BEEN CONVICTED, PLEAD GUILTY OR NOLO CONTENDERE TO A CRIME INVOLVING MORAL TURPITUDE, ILLEGAL GAMBLING OR ILLEGAL POSSESSION OR SALE OF A CONTROLLED SUBSTANCES, ILLEGAL VAPE SUBSTANCES, OR THE ILLEGAL POSSESSION OR SALE OF ALCOHOLIC BEVERAGES, INCLUDING THE SALE OR TRANSFER OF VAPE PRODUCTS OR SUBSTANCES TO MINORS IN A MANNER CONTRARY TO LAW, KEEPING A PLACE OF PROSTITUTION, PANDERING, PIMPING, PUBLIC INDECENCY, PROSTITUTION, SOLICITATION OF SODOMY, OR ANY SEXUAL RELATED CRIME IN THE PAST TWO YEARS. I SOLEMNLY SWEAR THAT I AM A LEGAL RESIDENT OF THE UNITED STATES OF AMERICA.

  
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT Ebrahim Akbarshahi SIGNED HIS NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND, UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS 10th DAY OF November, 2020

  
Notary Public



(Seal)



Public Benefits Affidavit of Citizenship

Note: Georgia Law requires that the City of Dawsonville, Georgia obtain an affidavit regarding the subjects indicated herein from any person who wishes to apply for a "Public Benefit" as that term is defined by Georgia Law.

- 1. I am over the age of 18, of sound mind, and am competent to make this Affidavit
- 2. I am executing this affidavit under oath, as an applicant for a City of Dawsonville, Georgia, Public Benefit. Public Benefits include Retirement Benefits, Health Benefits, Disability Benefits, Business Licenses, Occupation Tax Certificates, Alcohol Licenses, Vehicle for Hire Permits, Contracts, or other public benefits as referenced and defined in O.C.G.A. Section 50-36-1.
- 3. I make this affidavit as part of my application for a City of Dawsonville, Public Benefit for (circle one) MYSELF or \_\_\_\_\_ (name of the entity for which the benefit is sought).

4. With respect to my presence in the United States, I state as follows:

a. ✓ I am a United States citizen

OR

b. \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act lawfully present in the United States. I have provided my Alien Registration Number or, in the event I do not have an Alien Registration Number, I have provided another identifying number below. \*

5. In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

[Handwritten Signature]

Signature of Applicant:

Date: 11-10-2020

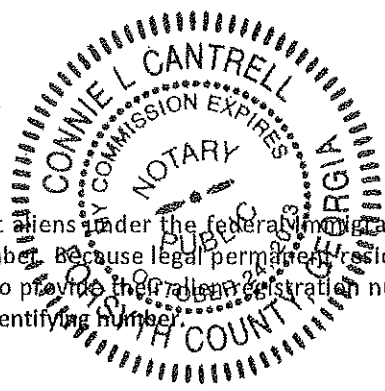
Printed Name: Elorbin - Aikenshald

\* \_\_\_\_\_  
Alien Registration or Other Identifying Number for Non-Citizens

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

10th DAY OF Nov, 2020  
Notary Public [Handwritten Signature]

My Commission Expires: 10-24-2023



\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 5 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number.

# CITY OF DAWSONVILLE

CITY OF DAWSONVILLE  
415 HWY 53 EAST, SUITE 100  
DAWSONVILLE, GA 30534

Phone: (706)265-3256  
Fax: (706)265-4214

**License Id:** L2100110  
**Effective Date:** 01/01/21  
**License Type:** VAPE LICENSE  
**Business Name:** FOOD LION # 2132  
**Legal Name:** FOOD LION, LLC  
**Business Location:** 59 MAIN STREET, STE 100



FOOD LION, LLC  
CARLA KIMRY  
PO BOX 1330  
SALISBURY, NC 28145

**Expiration Date:** 12/31/21

**Summary of Services:**

**Description**  
VAPE LICENSE

\_\_\_\_\_  
Authorized Signature

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE



**City of Dawsonville**  
 415 Hwy 53 E, Suite 100  
 Dawsonville, GA 30534

(706)265-3256

Payment Due Upon Receipt

<b>INVOICE #</b>
12100444

INVOICE DATE: 11/30/20  
 DUE DATE: 12/30/20

ACCOUNT ID: FOODL005 PIN: 6405  FOOD LION, LLC CARLA KIMRY PO BOX 1330 SALISBURY, NC 28145
-----------------------------------------------------------------------------------------------------------

LICENSE INFORMATION  
 LICENSE ID: L2100110  
 NAME: FOOD LION # 2132  
 LOCATION: 59 MAIN STREET, STE 100

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		TATTOO ARTIST		
1.0000/EA	B-023	VAPE LICENSE FEE	1,025.000000	1,025.00
1.0000/EA	B-025	LICENSE INVESTIGATIVE FEE SEC 8-603 (a) (3)	100.000000	100.00
		<p>If the applicant to be fingerprinted is also filing, at the same time as filing his/her application pursuant to this article, another application for another license, under this chapter or chapter 3, for which he/she must be fingerprinted only one investigative fee shall be required for all applications.</p> <p>Cancellation: 11/30/20</p>		-100.00
			TOTAL DUE:	\$ 1,025.00
		Prn Payment: 11/30/20 CK 0010045588		-1,025.00
			BALANCE:	\$ 0.00

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

City of Dawsonville  
 415 Hwy 53 E, Suite 100  
 Dawsonville, GA 30534

INVOICE #: 12100444  
 DESCRIPTION: TATTOO ARTIST  
 ACCOUNT ID: FOODL005 PIN: 6405  
 DUE DATE: 12/30/20  
 TOTAL DUE: \$ 0.00

FOOD LION, LLC  
 CARLA KIMRY  
 PO BOX 1330  
 SALISBURY, NC 28145



RECEIVED 11/5/2020  
DUE 11/20/2020

02132VAPE 20

T102312



City of Dawsonville  
415 Highway 53 East Suite 100  
Dawsonville, Georgia 30534  
Phone: (706)265-3256 Fax: (706)265-4214  
Website: [www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)  
Planning@[dawsonville-ga.gov](mailto:dawsonville-ga.gov)

\$1025.00

VAPE LICENSE APPLICATION

LICENSE FEE: \$1025.00 per year PLUS EACH DEVICE TYPE \$250.00 each per year. INVESTIGATIVE FEE: \$100.00

Any person who wishes to operate a Vape Shop or offers for retail sale any item of alternative nicotine products, vape juice, vapor products, and/or non-traditional tobacco paraphernalia shall immediately apply to the City of Dawsonville Planning and Zoning Department for a Vape Shop license and shall pay an annual license fee. All vape shop licenses expire December 31<sup>st</sup> each year and a renewal application must be submitted PRIOR to November 20<sup>th</sup> each year.

Business Name: FOOD LION # 2132 Business Phone # 706-344-3979

Applicant Name: FOOD LION, LLC

Business Location: 59 MAIN STREET STE 100, DAWSONVILLE, GA 30534

Mailing Address (If Different): PO BOX 1330, SALISBURY NC 28145

E-Mail Address: carla.kimrey@RetailBusinessServices.com

Original Vape License Application Date or year: 2019

Additional lines of device types sold at this location (please check all that apply)

- Storage devices with false/hidden doors
- Grinders
- Weighing devices
- Torch Lighters

Applicant must provide the following for all renewals:

1. All applicable fees (\$1025 plus \$250 per each device type)
- \* 2. Copy of Driver's License  $\rightarrow$  **MANAGER PLEASE PROVIDE**
- \* 3. Completed application with affidavits and oaths attached  $\rightarrow$  **MANAGER TO COMPLETE**
- \* 4. Fingerprint background report  $\rightarrow$  **UNLESS YOU ARE A NEW MANAGER YOU DO NOT NEED THIS FOR RENEWAL.**

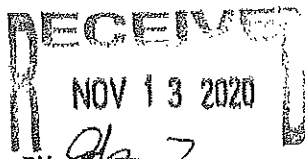
Before signing this application, check all answers and explanations to see that you have answered all questions fully and correctly.

I hereby certify that I am authorized by my business or my employer to file and sign for this application as the applicant and responsible party.

[Signature]  
Applicant Signature

11-13-2020  
Date

Office Use Only:  
License ID # 02100110 Date Received: 11/13/2020 Payment Received: 11/13/2020



Certifications and Oath

1. I hereby certify that I have read, understand, and will comply with the City of Dawsonville Vape Shop / Vaping Ordinance and if the license is granted, I shall maintain a copy of said ordinance on the premises and shall require each of my employees to be familiar with the ordinance. Furthermore, I agree that by signing and filing the application, I will maintain sales receipts and records and allow the City Planning Director or his designee to inspect said records to ensure my compliance with this Ordinance.
2. As a prerequisite to the issuance of this license, I understand that I shall furnish a state and federal fingerprint background report for myself and all other persons required to sign the application as specified under Georgia law. Each person required to sign the application for an original license and/or renewal license, must authorize the City of Dawsonville or its designated representatives to secure from any state, county, municipal or federal court, any police department and/or law enforcement agency his, her or its criminal history and civil history and further authorize the City, its officers and employees to use such information in determining whether or not a license for the sale of any item of alternative nicotine products, vape juice, vapor products, and/or non-traditional tobacco paraphernalia will be issued to the applicant. Further, I authorize the City, its officers and employees to use such information in a public hearing if necessary, to determine whether or not the applicant's license should be denied, voided, cancelled and/or revoked. Each applicant waives any right or rights he, she or it may have under state or federal law, statute and/or court ruling to preclude the City from securing such criminal and/or civil history from any source and waives any right he, she or it may have to preclude the City from using such information publicly in determining whether the license will be issued to such applicant.

OATH


STATE OF GEORGIA, DAWSON COUNTY

I, Joseph Proctor, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING STATEMENT ARE TRUE AND CORRECT. I SOLEMNLY SWEAR THAT I HAVE NOT BEEN CONVICTED, PLEAD GUILTY OR NOLO CONTENDERE TO A CRIME INVOLVING MORAL TURPITUDE, ILLEGAL GAMBLING OR ILLEGAL POSSESSION OR SALE OF A CONTROLLED SUBSTANCES, ILLEGAL VAPE SUBSTANCES, OR THE ILLEGAL POSSESSION OR SALE OF ALCOHOLIC BEVERAGES, INCLUDING THE SALE OR TRANSFER OF VAPE PRODUCTS OR SUBSTANCES TO MINORS IN A MANNER CONTRARY TO LAW, KEEPING A PLACE OF PROSTITUTION, PANDERING, PIMPING, PUBLIC INDECENCY, PROSTITUTION, SOLICITATION OF SODOMY, OR ANY SEXUAL RELATED CRIME IN THE PAST TWO YEARS. I SOLEMNLY SWEAR THAT I AM A LEGAL RESIDENT OF THE UNITED STATES OF AMERICA.

  
 APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT Joseph Proctor SIGNED HIS NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND, UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS 13 DAY OF November, 2020.

  
 Notary Public

(Seal)



Stanislav Zaverukha  
 NOTARY PUBLIC  
 Dawson County, Georgia  
 My Commission Expires  
 March 21, 2023





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 11

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SUBJECT: DDA RECOMMENDATION FOR GRANT DISBURSEMENT

CITY COUNCIL MEETING DATE: 12/07/2020

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

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

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

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PURPOSE FOR REQUEST:

**TO CONSIDER APPROVAL OF DDA RECOMMENDATION TO PAY OUT AWARDED GRANT FUNDS IN TWO PAYMENTS TO THE DAWSONVILLE HISTORY MUSEUM**

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HISTORY/ FACTS / ISSUES:

- GRANT AWARDED IN THE AMOUNT OF \$25,000 ON 08/27/2020 TO THE DAWSONVILLE HISTORY MUSEUM FOR THE DEVELOPMENT OF A CHASE ELLIOTT DISPLAY AND THE WIDENING OF THE BACK GLASS DOORS IN THE MUSEUM FOR A FUTURE AUCTION AND MOVING CARS IN AND OUT OF THE MUSEUM
- DAWSONVILLE HISTORY MUSEUM REQUESTED TWO DISBURSEMENTS OF THE GRANT FUNDS BECAUSE THEIR ACCOUNT CANNOT ABSORB THE ENTIRE COST OF THE DISPLAY AS ITS BEING BUILT.
- GRANT GUIDELINES (ORIGINALLY APPROVED BY THE CITY COUNCIL) DICTATE FUNDING IS DISBURSED ONCE THE PROJECT IS COMPLETE
- AT THE 11/23/2020 REGULAR MEETING, DDA HAS UNANIMOUSLY RECOMMENDED TO THE CITY COUNCIL TO APPROVE THE TWO PAYMENTS OF THE GRANT FUNDS

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OPTIONS:

**APPROVE, AMEND OR DENY**

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Stephen Tolson, City Councilmember



Downtown Development Authority:  
Keith Stone, Chairperson  
Kevin Hammond, Vice Chairperson  
Tasha Howell, Treasurer  
Jamie McCracken

415 Highway 53 East, Suite 100  
Dawsonville, GA 30534  
Office (706) 265-3256 Fax (706) 265-4214  
[www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)

Dwight Gilleland  
Marsha Martel  
Stephen Tolson

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## Dawsonville Downtown Development Authority Grant Checklist

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***The following items MUST be adhered to and submitted with your application  
BEFORE your request will be considered.***

- Business must be located within the Dawsonville Downtown Development Area  
Is the location inside the Historic District? \_\_\_ yes \_\_\_ no  
If yes, prior approval may be required from Historic Preservation Commission
- Proof of Corporate Status (Secretary of State)
- Proof of Business License (City of Dawsonville)
- Background check from Dawson County Sheriff's Office
- Fee \$50.00 (check made payable to DDA)
- Two (2) Project Cost Estimates

**Estimated project start date:** \_\_\_\_\_

*\*Project must commence within sixty (60) days of the grant award*

**Estimated project completion date:** \_\_\_\_\_

*\*Project must be completed within one (1) year of commencement*

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***The following items MUST be completed prior to grant disbursement.***

- Project as submitted must be 100% complete.
  - Inspection of completed project by DDA member to their satisfaction.
  - Submission of paid itemized invoices reflecting project work and cost.
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## **DAWSONVILLE DOWNTOWN DEVELOPMENT PROJECT GRANT FUND GUIDELINES AND APPLICATION PACKET**

The Downtown Development Project Grant Fund was created by the City of Dawsonville, Georgia in order for the Dawsonville Downtown Development Authority (“DDA”) to award grants for Projects that promote the development of trade, commerce, industry, and employment opportunities within the Dawsonville Downtown Development Area.

### **GRANT AMOUNTS AND GUIDELINES**

Subject to budgeted funds, there is no pre-determined amount for grant awards. Instead, the applicant is to provide in the written application a description of the proposed Project including itemized estimated costs of the Project and a description of how the Project will benefit the citizens of the City of Dawsonville and fulfill the established guidelines set forth herein. Amounts of awards are subject to current budget funds available for the program. Awards will not be disbursed until the Project is complete and itemized invoices or other evidence of Project completion is submitted to the satisfaction of the DDA following inspection of the completed Project by the DDA or its designee. Awards will be made in an estimated amount, but only disbursed to the extent of actual cost incurred or the amount of the award, whichever is less. For example, a grant award is made for an estimated amount of \$5,000, but the actual Project construction costs \$4,824 would result in disbursement of \$4,824. By way of further example, if the grant award is made for an estimated amount of \$5,000 and the actual Project construction costs \$5,824, the disbursement would be \$5,000. Further guidelines include:

1. Each grant award must promote the development of trade, commerce, industry, and employment opportunities in the downtown development area;
2. Each Project for which a grant is awarded must meet the following definition of “Project”: The acquisition, construction, installation, modification, renovation, or rehabilitation of land, interests in land, buildings, structures, facilities, or other improvements located or to be located within the downtown development area, or other improvement for the essential public purpose of the development of trade, commerce, industry, and employment opportunities in the Dawsonville Downtown Development Area;
3. The Project must be within the Dawsonville Downtown Development Area;
4. Any Project within the Dawsonville Historic District must receive the prior approval of the Dawsonville Historic Preservation Commission as a pre-condition to any grant award.
5. The amount of the grant will be determined by the DDA based on the information provided in the Application, the funds available, and the number of requests under consideration;
6. Eligible applicants are Downtown Development Area commercial property owners, as well as business owners (with the property owner’s permission);
7. Projects funded with grants must commence within sixty (60) days of the grant award and must be completed within one (1) year of commencement in order to be eligible for grant disbursement. If a Project is not in compliance with the requisite timeframe, the grant award will lapse and the applicant shall not be entitled to any funds;
8. All property taxes, licenses and permits must be current at all times during the applicant period and up until completion of the Project;

9. Grant applicants are fully responsible for all aspects of the Project, including any relationships between contractors and supplies and securing all necessary permits and approvals. Grant applicants that are entities shall provide proof of corporate status along with their application (such as a print out of good standing from the Georgia Secretary of State).
10. Grant applicants or their principal(s) shall consent to a background check by the Dawson County Sheriff's Office at the expense of the applicant. No grant award may be made to any applicant or entity managed by an applicant that has a felony conviction or a misdemeanor conviction of high and aggravating circumstances.
11. The grant application fee shall be \$50.00. The DDA will use the application fee to fund the cost of completed Project inspections prior to disbursement of funds and such other administrative costs of the DDA as arise in the Grant process.
12. Each grant application shall be accompanied by at least 2 estimates of Project costs from individuals or entities independent of the Applicant.
13. The most important factor in granting awards considered by the DDA shall be the number and type of jobs that will be created by the Project. Within that consideration, priority shall be granted to Projects creating higher income jobs over those creating lower income jobs.
14. As a general rule and subject to modification on a case by case basis for substantial reason(s), Projects to expand established businesses and their employment opportunities shall be favored over Projects for start up businesses and their employment opportunities.
15. The DDA may issue a matching grant for any Project whereby the Applicant would agree to match the funds awarded. For example, an estimated \$5,000 Project cost could result in a \$2,500 award from the DDA upon completion and proof that the Applicant had spent at least \$2,500 on the Project.