

AGENDA
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers on 2nd Floor
Monday, February 17, 2020
5:00 P.M.

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
 - a. Approve Minutes
 - Regular Meeting held February 3, 2020
 - Executive Session held February 3, 2020
 - b. Approve Farmer's Market Pavilion Rental Fee Schedule
 - c. Approve 2020 Lease for Dawsonville Moonshine Distillery
8. Appointment(s)
9. Crossbridge Community Church
10. Dawson County Relay for Life Event
11. Kare for Kids Easter Egg Hunt
12. An Ordinance To Amend Subpart B, Chapter 109 Of The Code Of The City Of Dawsonville, Georgia, To Provide Construction Specifications For Unpaved and/or Gravel Roadways Within The City Limits; To Provide For The Acceptance Of Such Unpaved and/or Gravel Roadways Into The City Roadway System; And For Other Purposes. (First Reading: February 3, 2020; Second Reading and Adoption: February 17, 2020)
13. An Ordinance To Provide Updates To Existing Ordinances On Water And Sewer Services By Correcting And Updating Cross-References, To Amend The Penalty Provisions For Violation Of Article Ii And For Other Purposes. (First Reading: February 3, 2020; Second Reading and Adoption: February 17, 2020)

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

ADJOURNMENT

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



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7

SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 02/17/2020

PURPOSE FOR REQUEST:

CONSIDERATION AND APPROVAL OF ITEMS BELOW; SEE ATTACHED SUPPORTING DOCUMENTS

- a. Approve Minutes
 - Regular Meeting held February 3, 2020
 - Executive Session held February 3, 2020
 - b. Approve Farmer's Market Pavilion Rental Fee Schedule
 - c. Approve 2020 Lease for Dawsonville Moonshine Distillery
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DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7a

SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 02/17/2020

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPROVE THE MINUTES FROM:

- **REGULAR MEETING HELD FEBRUARY 3, 2020**
 - **EXECUTIVE SESSION HELD FEBRUARY 3, 2020**
-

HISTORY/ FACTS / ISSUES:

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

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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 Stephen Tolson, Councilmember Caleb Phillips, City Attorney Dana Miles, City Manager Bob Bolz, Deputy City Clerk Tracy Smith, Utilities Director Gary Barr, Public Works Director Trampas Hansard, Permit Technician Stan Zaverukha, Finance Administrator Hayden Wiggins and Human Resource Manager Donna Blanton.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Walden.
4. **ANNOUNCEMENTS:** None
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** No comments from the public.
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a, b, c, d, e) made by S. Tolson; second by J. Walden. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting held January 6, 2020
 - Executive Session held January 6, 2020
 - Special Called Meeting held January 14, 2020
 - Special Called Joint Meeting held January 14, 2020
 - b. Approve Recommended Bid Selection for Modifications to Well 110 – **Awarded to Cheek Brothers Contractors, Inc. in the amount of \$295,000.00**
 - c. Approve Recommended Bid Selection for Modifications to Water Pollution Control Plant – **Awarded to Lanier Contracting in the amount of \$463,677.00**
 - d. Approve 2020 Lease for Dawsonville History Museum
 - e. Approve 2020 Contract Renewal for Asphalt Paving, Patching and Leveling
8. **EMPLOYEE RECOGNITION:** Mayor and Council presented the January 2020 Employee of the Month Award to Stan Zaverukha.
9. **DOWNTOWN DEVELOPMENT AUTHORITY APPOINTMENTS:** Motion to appoint Keith Stone to a four-year term (02/2020 – 02/2024) to the DDA made by S. Tolson; second by J. Walden. Vote carried unanimously in favor.
10. **SAFETY GRANT APPROVAL AND PRESENTATION:** Motion to approve the GMA safety grant in the amount of \$3,146.95 made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor.

Stan Deese from GMA presented the City with the Safety Grant check.

11. **CROSSBRIDGE COMMUNITY CHURCH:** Mayor Eason explained a letter was received from the church regarding an issue with their bill.

Mary Catherine Rice from Crossbridge Community Church reported that the Pastor had submitted a letter requesting relief on a bill for some problems they had with leaking toilets. They have fixed the problem toilets and plan to repair all the others as well. Their bill was almost double due to the issue and they are seeking assistance.

Council determined the City does not have a policy to reduce any bills for an instance when water goes through the sewer as instructed by the auditors. Council asked City Attorney Miles to speak with the auditors to develop a policy that is acceptable to the auditors.

Motion to table until February 17, 2020 and to instruct the City Attorney to speak with the auditors regarding a policy for this matter made by C. Phillips; second by S. Tolson. Vote carried unanimously in favor.

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- 12. LEASE FOR DAWSONVILLE MOONSHINE DISTILLERY:** Cheryl Wood and Bob Suchke spoke on behalf of the Distillery discussing some points in the lease and requested a reduction in rent to \$1500.00 per month. Attorney Miles responded to the specific points made and discussion ensued. Motion to table until February 17, 2020 made by M. French; second by C. Phillips. Councilmember Phillips asked the City Manager to compile some comparisons for rental space costs and Mayor Eason asked to find out the cost per day for an auto auction so a compensation rate can be included for the Distillery. Vote carried unanimously in favor.
- 13. BUDGET AMENDMENT – ARCHED ENTRYWAY SIGN FOR MAIN STREET PARK AMPHITHEATER:** Motion to approve budget amendment from General Fund Reserves to be paid back by SPLOST VI if available in the amount of \$ 24,010.60 made by S. Tolson; second by J. Walden. Vote carried unanimously.
- 14. ENGINEERING PLAN REVIEW FEES:** Stan Zaverukha explained the City’s Development Regulations requires that the plan review fees assessed by the engineers be passed onto the developer.

Motion to approve passing on the engineering plan review fees onto the developer made by C. Phillips; second by S. Tolson. Vote carried unanimously in favor.
- 15. FINAL PLAT FOR SWEETWATER PRESERVES:** Motion to approve final plat for the Sweetwater Preserves subdivision made by C. Phillips; second by S. Tolson. Vote carried unanimously in favor.
- 16. An Ordinance To Provide A Method Of Adopting And Enacting Rules And Regulations Concerning Conduct And Activities At All City Public Parks And Facilities; To Provide For Penalties For Violations Of Same; And For Other Purposes. (First Reading: January 6, 2020; Second Reading and Adoption: February 3, 2020)**

City Manager Bob Bolz read the second reading of the ordinance. Motion to approve the ordinance as presented made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor. (Exhibit “A”)
- 17. RESOLUTION TO ADOPT PARKS AND FACILITIES RULES AND REGULATIONS:** Motion to approve resolution as presented made by S. Tolson; second by J. Walden. Vote carried unanimously in favor. (Exhibit “B”)
- 18. REVIEW DRAFT OF FARMER’S MARKET PAVILION RENTAL FEE SCHEDULE:** Mayor Eason asked the Council to review the draft and respond with any input; this will be presented for approval at the February 17, 2020 meeting.
- 19. An Ordinance To Amend Subpart B, Chapter 109 Of The Code Of The City Of Dawsonville, Georgia, To Provide Construction Specifications For Unpaved and/or Gravel Roadways Within The City Limits; To Provide For The Acceptance Of Such Unpaved and/or Gravel Roadways Into The City Roadway System; And For Other Purposes. (First Reading: February 3, 2020; Second Reading and Adoption: February 17, 2020)**

City Manager Bob Bolz read the first reading of the ordinance.
- 20. An Ordinance To Provide Updates To Existing Ordinances On Water And Sewer Services By Correcting And Updating Cross-References, To Amend The Penalty Provisions For Violation Of Article Ii And For Other Purposes. (First Reading: February 3, 2020; Second Reading and Adoption: February 17, 2020)**

City Attorney Miles read the first reading of the ordinance.
- 21. UPDATE ON ETHICS COMPLAINT:** Attorney Miles reported the Council voted to file an ethics complaint against Councilmember French during the November 18, 2019 meeting which was then given to the Ethics Board. Subsequently City Manager Bolz hired Joey Homans as Counsel for

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the Ethics Board; Attorney Miles recommends the Council consider ratification of the hiring of Mr. Homans to represent the Ethics Board.

Motion to ratify the hiring of Joey Homans as the attorney for the Ethics Board made by S. Tolson; second by C. Phillips. Councilmember French asked how much has been paid to date; City Manager Bolz thought around \$1500. Vote carried unanimously in favor.

Attorney Miles further explained he could not represent the City Council on this matter due to his status as a potential witness and therefore City Manager Bolz hired Abbott Hayes to represent the City Council. Attorney Miles recommends the Council consider ratification of the hiring of Mr. Hayes to represent the City Council in this matter.

Motion to ratify the hiring of Abbott Hayes to represent the City Council in the ethics complaint made by C. Phillips; second by S. Tolson. Councilmember French asked how much has been paid to date; City Manager Bolz responded approximately \$1500. Vote carried three in favor (Phillips, Tolson, Walden) with one opposed (French).

Attorney Miles also explained the City Council voted to file an ethics complaint against Councilmember French at the November 18, 2019 meeting and the complaint was filed. Councilmember French objected stating it was not timely served. Subsequently another complaint was filed and signed by Councilmember Tolson on December 30, 2019 on behalf of the City Council and Attorney Miles would like the Council to consider ratifying the action Councilmember Tolson took on behalf of the City Council.

Motion to ratify the action of Councilmember Tolson to file the ethics complaint on December 30, 2019 on behalf of the Council made by C. Phillips; second by J. Walden. Vote carried three in favor (Phillips, Walden, Tolson) with one opposed (French).

EXECUTIVE SESSION

At 6:02 p.m. a motion to close regular session and go into executive session for potential litigation was made by S. Tolson; second by J. Walden. Vote carried unanimously in favor.

At 6:17 p.m. a motion to close executive session and resume regular session was made by C. Phillips; second by S. Tolson. Vote carried unanimously in favor.

ADJOURNMENT:

At 6:18 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

Stephen Tolson, Councilmember Post 2

John Walden, Councilmember Post 3

**MINUTES
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5:00 P.M.**

Mark French, Councilmember Post 4

Attested: _____
Beverly A. Banister, City Clerk

STATE OF GEORGIA
COUNTY OF DAWSON

AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

Mayor Michael Eason, Councilmember 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 the February 3, 2020.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 6:06 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 3rd day of February 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

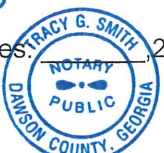


Mark French, Councilmember Post #4

Sworn to and subscribed before me this
3 day of February, 2020.



Signature, Notary Public

My Commission expires:  20____
Tracy G. Smith
NOTARY PUBLIC
Dawson County, Georgia
My Commission Expires
August 13, 2021

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF
DAWSONVILLE, GEORGIA**

ORDINANCE NUMBER #01-2020

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

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

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

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

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

SECTION 1.

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

SECTION 2.

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

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

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

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

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

SECTION 3.

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

SECTION 4.

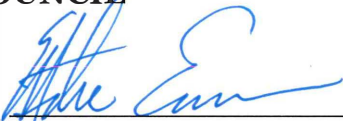
All Ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5.

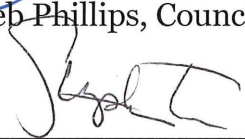
This ordinance shall become effective upon adoption, the public good demanding the same.

SO ADOPTED AND ORDAINED by the City Council of Dawsonville, Georgia, this 3 day of February, 2020.

MAYOR AND DAWSONVILLE CITY COUNCIL

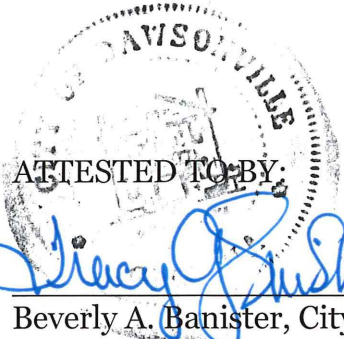
By: 
Mike Eason, Mayor


Caleb Phillips, Council Member Post 1


Stephen Tolson, Council Member Post 2


John Walden, Council Member Post 3


Mark French, Council Member Post 4



 Deputy City Clerk
for Beverly A. Banister, City Clerk

A RESOLUTION BY THE CITY OF DAWSONVILLE, PURSUANT TO CHAPTER 10, ARTICLE I, SECTION 10-1 OF THE CODE OF THE CITY OF DAWSONVILLE, GEORGIA ADOPTING, ENACTING, AND ENABLING CITY PARKS AND FACILITIES RULES AND REGULATIONS.

WHEREAS, the City of Dawsonville owns, operates, and maintains various public parks and facilities throughout the City;

WHEREAS, such public parks and facilities may be, and are, visited by numerous citizens and visitors for various purposes;

WHEREAS, the Mayor and Council recently adopted and enacted by ordinance a means for establishing by resolution City Parks and Facilities Rules and Regulations to govern the conduct of visitors at City parks and facilities pursuant to Chapter 10, Article I, Section 10-1;

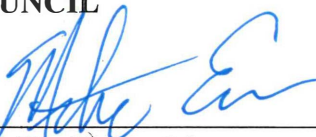
WHEREAS, the Mayor and Council in consideration of Section 10-1, have drafted various rules and regulations governing the operation of City parks and facilities and the conduct and activities of visitors to City parks and facilities, attached hereto as Exhibit "A;" and,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Dawsonville that the City does hereby adopt, enact, and enable the City Parks and Facilities Rules and Regulations, attached hereto as Exhibit "A," to govern the operation of City parks and facilities and the conduct and activities of visitors to City parks and facilities. The same shall be published on the City website and made posted or made available to the general public at City parks and facilities by such means that the City Manager deems appropriate.

SO RESOLVED this 3 day of February, 2020.

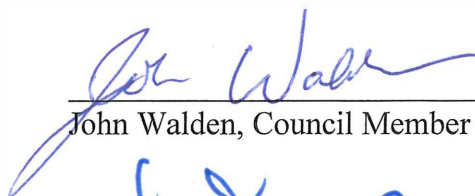
MAYOR AND DAWSONVILLE CITY COUNCIL

By:

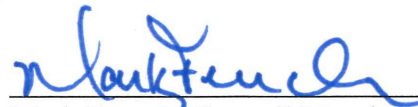

Mike Eason, Mayor


Caleb Phillips, Council Member Post 1


Stephen Tolson, Council Member Post 2

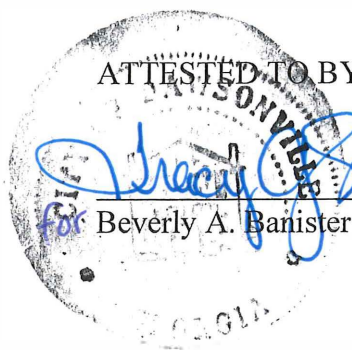


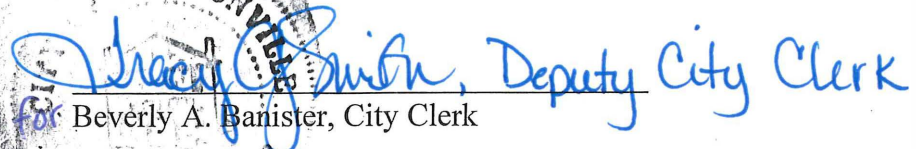
John Walden, Council Member Post 3



Mark French, Council Member Post 4

ATTESTED TO BY:




Tracy G. Smith, Deputy City Clerk

for Beverly A. Banister, City Clerk

CITY OF DAWSONVILLE
PARKS & FACILITIES
RULES & REGULATIONS

Chapter 1 - Authority

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

Chapter 2 - Hours of Operation

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

Chapter 3 – Risk of Loss or Damage

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

Chapter 4 - Motor Vehicles

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

Chapter 5 - Trail Use

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

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

Chapter 6 - Pets

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

Chapter 7 - Natural Resources

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

Chapter 8 - Signs/Handbills and Solicitation

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

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

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

Chapter 10 - Intoxicants

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

Chapter 11 - Fires

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

Chapter 12 - Loitering

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

Chapter 13 - Camping

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

Chapter 14 – Commercial Photography & Filming

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

Chapter 15 - Drones/Engine Powered Toy Airplanes

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

Chapter 16 - Firearms – Weapons

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

Chapter 17 - Rules of Conduct

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

Chapter 18 - Picnic Shelters including Farmer's Market Pavilion

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

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

Chapter 19 - Dog Park Regulations

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

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

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

Chapter 20 - Special Events

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

Chapter 21 – Cemeteries

- a. Cemetery lots must be purchased from the City of Dawsonville.
- b. No interment is allowed until grave space has been purchased and a receipt issued by the City.
- c. A non-biodegradable outer burial container is required for all internments.
- d. Only flat bronze markers and bronze vases mounted on a granite base are allowed to be installed in Dawsonville Memorial Gardens.
- e. The City must be contacted prior to any bronze marker being installed.
- f. No decorations are allowed which interfere with regular maintenance of the grounds.
- g. Planting of flowers or shrubs is prohibited.
- h. No conduct of a boisterous or disorderly manner will be permitted.
- i. Cemetery hours are from sunrise to sunset.
- j. A complete list of Cemetery ordinances may be obtained at City Hall or on Municode.com

Chapter 22 - Enforcement

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



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7b

SUBJECT: **APPROVE FARMER'S MARKET PAVILION RENTAL FEE SCHEDULE**

CITY COUNCIL MEETING DATE: 02/17/2020

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO APPROVE THE RENTAL FEE SCHEDULE FOR THE FARMER'S MARKET PAVILION

HISTORY/ FACTS / ISSUES:

DRAFT PRESENTED AT THE 02/03/2020 MEETING

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



CITY OF DAWSONVILLE
415 Hwy 53 E, Suite 100
Dawsonville, GA 30534
Phone #: (706) 265-3256 Fax #: (706) 265-4214

**Farmers Market
Pavilion
Rental Agreement**

This Agreement is entered into and effective this ____ day of _____, 20____, by and between THE CITY OF DAWSONVILLE (hereinafter referred to as the "CITY"), a Georgia municipal corporation, and the below named Individual/Organization (hereinafter referred to as "Renter") for the use of the Dawsonville Farmers Market Pavilion and Parking for the date, time and rental amount specified:

Name of Rental Space: Farmers Market Pavilion and Parking

Date of Use: _____

Time of Use: _____

Type of Use/Name of Event: _____

Rental Amount: _____

Date Rent & Dep. Received: _____

Deposit Amount: _____

Date Deposit Returned: _____

Renter shall forever release the CITY, and its officers, managers, agents, contractors, employees, and representatives from any and all actions, claims, or demands that Renter, my invitees or assignees now have, or may have in the future, for injury, death, or property damage, related to my use of the Rental Space specified above or the use of related facilities or any condition(s) on the premises of the Rental Space.

Renter agrees to repair any and all damages caused to the Rental Space and any CITY provided equipment (chairs, tables, etc.) or any CITY facilities that occurs during the use of the Rental Space regardless of the person or entity that caused the damage. Renter further agrees to indemnify and hold harmless the CITY from and against any and all liability, damages, expenses, cause of actions, suits, claims, penalties, or judgments arising from injury to any person(s) or property sustained by anyone as a result of Renter's use of the Rental Space specified above.

Renter agrees to abide by all Rules, Regulations and Fee Schedule for use of the Rental Space as attached hereto as Exhibit A and incorporated herein by express reference.

Renter: _____

Signature: _____ Date: _____

Address: _____

Phone Number: _____

Email: _____



CITY OF DAWSONVILLE
 415 Hwy 53 E, Suite 100
 Dawsonville, GA 30534
 Phone #: (706) 265-3256 Fax #: (706) 265-4214

**Farmers Market
 Rules, Regulations
 and Fee Schedule**

1. City use of the Farmers Market takes precedence over all other uses. The City of Dawsonville reserves the right to change or cancel use of the Farmers Market by an outside individual, group or organization if the space is needed for City purposes. The City reserves the right to close the Farmers Market at any time it deems necessary for maintenance, weather-related reasons, or other issues.
2. The Farmers Market may be rented in one day increments. It may be occupied by renters from 7A M to 9 PM.
3. Reservations are required for all Farmers Market rentals and must be submitted on the Farmers Market Rental Agreement form available at the City website www.dawsonville-ga.gov. Reservations are not valid until the deposit and the full rental amount along with a completed and signed Farmers Market Rental Agreement are received by the City. Reservations can be made in person, over the phone or through the City Hall website.
4. Reservations must be made at least seven days and not more than 12-months in advance.
5. All cancellation requests must be submitted in writing. If cancellation is requested more than 7-days before the rental date, a full refund less a \$10.00 administrative fee shall be granted. If a reservation is cancelled 7 days or less from the date of the rental, there is no refund.
6. There is a \$10.00 administrative fee per reservation for a date change. Changes to reservation dates must be made more than 7 days from the rental date.
7. Fees will not be refunded if the Renter's event is cancelled due to inclement weather.
8. Use of food trucks or vendors, bouncy houses, pop up canopies, etc. and other similar equipment/uses are prohibited without prior approval from the City Manager or his designee.
9. For an additional fee, tables and chairs are available. Tables, chairs and other amenities shall not be removed from the shelter.
10. Consumption or possession of alcoholic beverages is prohibited other than at a City permitted event where alcoholic beverages are specifically allowed.
11. The use of any and all vape devices, tobacco products, snuff, and other similar items is prohibited on all City property including the Farmers Market.
12. Renter will be liable for any damage done to the shelter during their reservation. This includes failure to properly clean up. Clean up includes placing all trash in sealed plastic bags provided by Renter and placing the trash bags in the City dumpster adjacent to the City Hall Complex. Violations shall result in forfeiture of deposit amount and possibly additional charges. Assuming compliance with all Rules and Regulations and terms of the Farmers Market Use Agreement, the deposit amount shall be returned to the Renter within 10 business days following the use of the Farmers Market.
13. Decorations may only be taped to surfaces with blue painter's tape. No tacks, staples, etc. are allowed
14. Portable grills or cooking apparatus of any kind are prohibited inside the shelter and must be 25' from any structure.
15. Amplified music must have prior approval from the City Manager or his designee before it is allowed.
16. Fee shall be discounted by 20% to any city citizen or organization located within the city limits.

FARMERS MARKET FEE SCHEDULE

Deposit	without Table and Chairs	with Table and Chairs
\$100	\$150.00	\$225.00



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7c

SUBJECT: APPROVE 2020 LEASE FOR DAWSONVILLE MOONSHINE DISTILLERY

CITY COUNCIL MEETING DATE: 02/17/2020

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPROVE THE 2020 LEASE FOR THE DAWSONVILLE MOONSHINE DISTILLERY

HISTORY/ FACTS / ISSUES:

PRESENTED AT THE 02/03/2020 MEETING; UPDATED BY CITY ATTORNEY AS DIRECTED

OPTIONS:

APPROVE, AMEND OR DENY

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

SUB-LEASE AGREEMENT

This Sub-Lease agreement (“Sub-Lease”) is entered into effective this **1st day of January, 2020** by and between **THE CITY OF DAWSONVILLE**, a Georgia municipal corporation, whose address is 415 Hwy. 53 East, Suite 100, Dawsonville, Georgia 30534 (“Lessor”) and **FREE SPIRITS DISTILLERY, LLC**, d/b/a Dawsonville Moonshine Distillery, (“Lessee”), whose address is 415 Hwy. 53 East, Suite 120, Dawsonville, Georgia 30534.

WITNESSETH:

WHEREAS, the Lessor entered into a lease-purchase agreement (“City Lease”) with the Downtown Development Authority of the City of Dawsonville, for the lease-purchase of certain property and facilities (“Premises”) located at 415 Hwy. 53 West, Dawsonville, Georgia 30534, which is known as the City Hall/Dawsonville Municipal Complex; and

WHEREAS, the Premises includes several tenant spaces, including a museum and a retail/manufacturing space, of which the retail/manufacturing space is available for sub-lease and suitable for Lessee’s use; and

WHEREAS, the Lessor desires to sub-lease the retail/manufacturing space, as fully depicted in Exhibit “A” attached hereto and fully incorporated herein (“Distillery Space”), to Lessee for the operation of Free Spirits Distillery, LLC, d/b/a Dawsonville Moonshine Distillery, which will be in general open to the public, pursuant to the terms and conditions of the City Lease and as allowed or provided by state and federal law.

NOW THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein and in consideration of One Dollar (\$1.00) and other good and valuable consideration mutually exchanged this date between parties hereto, the

receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Premises and Use. Lessee shall be permitted to occupy and utilize the areas of the Premises depicted in Exhibit A, otherwise known as the Distillery Space, for the purpose of operating Free Spirits Distillery, LLC, d/b/a Dawsonville Moonshine Distillery, which shall be open to the public and maintain business hours as deemed appropriate by Lessee and as regulated by both state and federal law, so long as, such operations do not materially interfere with the business and operations of the City of Dawsonville.

2. Subject to City Lease. Lessee expressly acknowledges and understands the terms and conditions of the City Lease, and agrees that Lessee shall be subject to the terms and conditions set forth in the City Lease, which terms are expressly incorporated into this agreement, unless otherwise expressly stated herein.

3. Sub-Lease Term. This Sub-Lease shall commence on January 1, 2020, for the period of twelve months (“Lease Term”) terminating on December 31, 2020. The Sub-Lease Term is NOT subject to an automatic renewal. This Sub-Lease shall automatically terminate, upon ninety (90) days prior notice from the Lessor, in the event that the City Lease is terminated prior to the expiration of the current Sub-Lease Term.

4. Rent. Lessee covenants and agrees to pay Lessor a rent amount as rent for the Distillery Space during the Sub-Lease Term which will be as follows: Lessee will pay to Lessor rent in the amount of Three Thousand and no/100 Dollars (\$3,000.00) per month for the Distillery Space Suite 120. Rent will be due and payable by the 5th day of every month, and if not actually received by the City by the 10th of the month the rental payment shall be late. For any late payment received after the 10th of the month Lessee shall pay to

the City a 5% penalty. Penalty payment shall be due immediately and must be included with payment of past due rent.

5. Parking. Lessee and its employees shall have the right to use the public parking spaces or parking areas near or adjacent to the City Hall/Dawsonville Municipal Complex. All such parking shall be on a nonexclusive, non-assigned basis. Lessee shall not use or permit its employees or invitees to use any spaces which have been specifically reserved by Lessor to other tenants or for such other uses as have been designated as being restricted to certain uses. Lessee shall at all times comply and cause its employees and invitees to comply with any parking rules and regulations as Lessor may from time to time reasonably adopt. At no time will Lessee or its employees use any parking spaces for storage or containers of any type or description. At no time will Lessee, its employees, or its customers use areas not specifically designated for parking as parking spots or areas, or for storage, including, but in no way limited to, the decorative area surrounding the replica gas pumps or store entrances. Lessor assumes no liability or risk for any damage that may occur to the vehicles or other property of Lessee, its employees, customers or others in any parking area or common area.

6. Storage, Store Fronts, and Unpermitted Uses/Activities. Lessee agrees to maintain the Distillery Space in a clean condition. Lessee agrees to not use the Distillery Space as a long-term storage facility for items, except in areas specifically designated for the purpose of storage, such as closets. Notwithstanding the foregoing, Lessee shall have the right to store agricultural products and/or empty agricultural product containers outside of the Distillery Space for a period of time not to exceed five (5) days. However, such storage shall not impede, obstruct, or in any way interfere with the normal operations of the City and/or any other tenants or visitors to the Premises. At no time will

Lessee store any item that is unnecessary for the proper operation of its business within the Distillery Space or the parking area. At no time will Lessee use the parking lot, decorative area in front of the replica gas pumps or store fronts, or the decorative, pressed sidewalk for its business activities or operations, including, but in no way limited to, the manufacturing of its product(s). All manufacturing activities shall take place in the Distillery Space and shall not impede, obstruct, or in any way interfere with the normal operations of the City and/or any other tenants or visitors to the Premises.

7. **Insurance and other charges.** Lessee agrees to and shall pay for general liability insurance and shall name the Lessor as certificate holder or additional insured under the policy of insurance. Lessee shall keep the general liability policy in full force and affect for the full Sub-Lease Term with coverage in the amount of at least \$1 million per person / \$2 million per occurrence. Lessee is responsible for all other forms of insurance (i.e. workers comp, etc.) as may be required by law.

8. **Improvements.** To the extent Lessee desires to modify, change or improve the Distillery Space for Lessee's intended use, all such costs shall be borne by Lessee, and no such costs shall be the responsibility of Lessor. Any plans for modifications or improvements must be presented to and approved in writing by Lessor prior to initiation of any change, modification or construction.

9. **Utilities.** Lessee is responsible for all utilities associated with its occupation and use of the Distillery Space including, but not limited to, water, sewer, natural gas, and electricity. Lessee shall install and maintain any necessary utility meters or sub-meters at Lessee's expense.

10. **Garbage/Dumpster Removal Services.** Lessor shall provide access to Lessee to the Lessor's dumpster located on the property adjacent to the Premises for Lessee's

normal weekly garbage usage. Lessee shall not deposit any hazardous substances in the dumpster or place any garbage or trash outside of the dumpster at any time. All garbage and trash from Lessee's use of the Premises shall be hauled to and deposited in the dumpster by Lessee on at least a weekly basis.

11. Pest Control. Lessee, at its cost, shall at all times keep the Premises free of pests. Lessee shall implement a program of pest control satisfactory to Lessor which may include, without limitation, (a) moving any furniture, fixtures, equipment, or inventory during inspections and spraying by Lessee's exterminator; and (b) maintaining the Premises in a clean, trash-free and sanitary condition. Lessee further acknowledges that Lessee's exterminator shall, in an environmentally safe way, perform inspections and/or spraying at least once every month; however, such inspections and/or spraying may be required to occur every two (2) weeks if Lessor deems such spraying necessary. If Lessee fails to promptly and fully comply with this Section, Lessor shall have the right, but not the obligation, to enter the Premises to perform such spraying or inspections at Lessee's expense. Performance of such work by Lessor shall not constitute a waiver of Lessee's default in failing to do the same and neither shall it entitle Lessee to any damages for any injury or inconvenience occasioned thereby nor to any abatement of rent. Lessee shall reimburse Lessor for any cost incurred by Lessor pursuant to this Section upon demand therefor.

12. Security Deposit. Contemporaneous with the execution hereof, Lessee has on deposit with Lessor the sum of five thousand dollars (\$5,000.00) paid on March 16, 2011 as a Security Deposit for the proper performance of all obligations of Lessee hereunder. Lessor shall hold the Security Deposit in a non-interest bearing account and shall return the same to Lessee upon the expiration of this Sub-Lease with all obligations of the Lessee

fully performed and completed and the premises returned to Lessor in broom clean undamaged condition, natural wear and tear excepted.

13. Binding Effect and Severability. The provisions of this Sub-Lease shall be binding upon and inure to the benefit of both parties and their respective successors and assigns. If any provision of this Sub-Lease or any application thereof shall be invalid or unenforceable, the remainder of this Sub-Lease and any other application of such provision shall not be affected thereby.

14. Quiet Enjoyment. Upon due performance by Lessee of its covenants and agreements under this Sub-Lease, Lessor covenants that Lessee shall and may at all times peaceably and quietly have, hold, and enjoy the Distillery Space during the Sub-Lease Term.

15. Headings. The Section headings are for convenience and reference only and shall not be used to limit or otherwise affect the meaning of any provision of this Sub-Lease.

16. Counterparts. This Sub-Lease may be simultaneously executed in two or more counterparts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one and the same instrument.

17. Governing law, Venue and Jurisdiction. This Sub-Lease shall be construed in accordance with and governed by the laws of the State of Georgia. Both parties hereby consent to jurisdiction and venue in Dawson County, Georgia in any action brought to enforce any provision of this Sub-Lease.

18. Relationship of parties. Lessor and Lessee shall not be considered or deemed to be joint venturers or partners and neither shall have the power to bind or obligate the other except as set forth herein.

19. Default. Lessee shall be in default if it fails to pay any rent or any other obligation

when due to Lessor or fails to comply with any of the requirements of this Sub-Lease applicable to Lessee. In the event Lessee defaults, Lessor may terminate this Sub-Lease and pursue such remedies as are allowed by law. Included among these remedies shall be the right of Lessor to recover all rents owed under the Sub-Lease for the unexpired portion of the Sub-Lease Term. Upon a default and prior to exercising any remedy hereunder or allowed by law, Lessor shall provide Lessee written notice of the default and of Lessor's intent to exercise remedies unless the default is cured within ten (10) days following receipt of the notice of default. Should Lessee fail to cure the default within ten (10) days following receipt of the notice of default, Lessor will be immediately entitled to take possession of the Distillery Space. Lessee waives any further right to notice prior to Lessor pursuing remedies other than those contained herein.

Lessor shall be in default if it fails to comply with any of the requirements of this Sub-Lease applicable to Lessor. In the event Lessor defaults, Lessee's sole and exclusive remedy shall be to terminate this Sub-Lease without further recourse against Lessor. Prior to exercising that remedy Lessee shall provide Lessor with written notice of the default and of Lessee's intent to exercise its remedy unless the default is cured within ten (10) days following receipt of the notice of default.

20. Guaranty. Notwithstanding the fact that Lessee is a corporation or other legal entity, by execution hereof, the undersigned owners, operators, members or shareholders of Lessee ("Guarantor") hereby personally guarantee full, proper and satisfactory performance of all terms of this Sub-Lease by the Lessee. Upon written notice of default of this Sub-Lease, Lessor shall have all right and remedies against Guarantor as are available against Lessee.

21. Construction. All terms used in this Sub-Lease, regardless of the number or

gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine, or neuter, as the context or sense of this Sub-Lease or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

22. Modification. No changes, additions, or interlineations made to this Sub-Lease shall be binding unless initialed by both parties.

23. Non-waiver. No delay or failure by either party to exercise any right under this Sub-Lease, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

24. Time of essence. Time is expressly declared to be of the essence of this Sub-Lease.

25. Entire Agreement. This Sub-Lease supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

In witness whereof the parties have executed this Sub-Lease effective as of the date first above written.

LESSOR:
CITY OF DAWSONVILLE

LESSEE:
FREE SPIRITS DISTILLERY, LLC

By: Mike Eason, Mayor

Cheryl Wood, Member

PERSONAL GUARANTY

The undersigned, being the sole member of Free Spirits Distillery, LLC, d/b/a

Dawsonville Moonshine Distillery, for valuable consideration received, hereby unconditionally guaranties all performance and payment obligations of Free Spirits Distillery, LLC, d/b/a Dawsonville Moonshine Distillery, under the terms of this Sub-Lease.

This _____ day of January, 2020.

Cheryl Wood

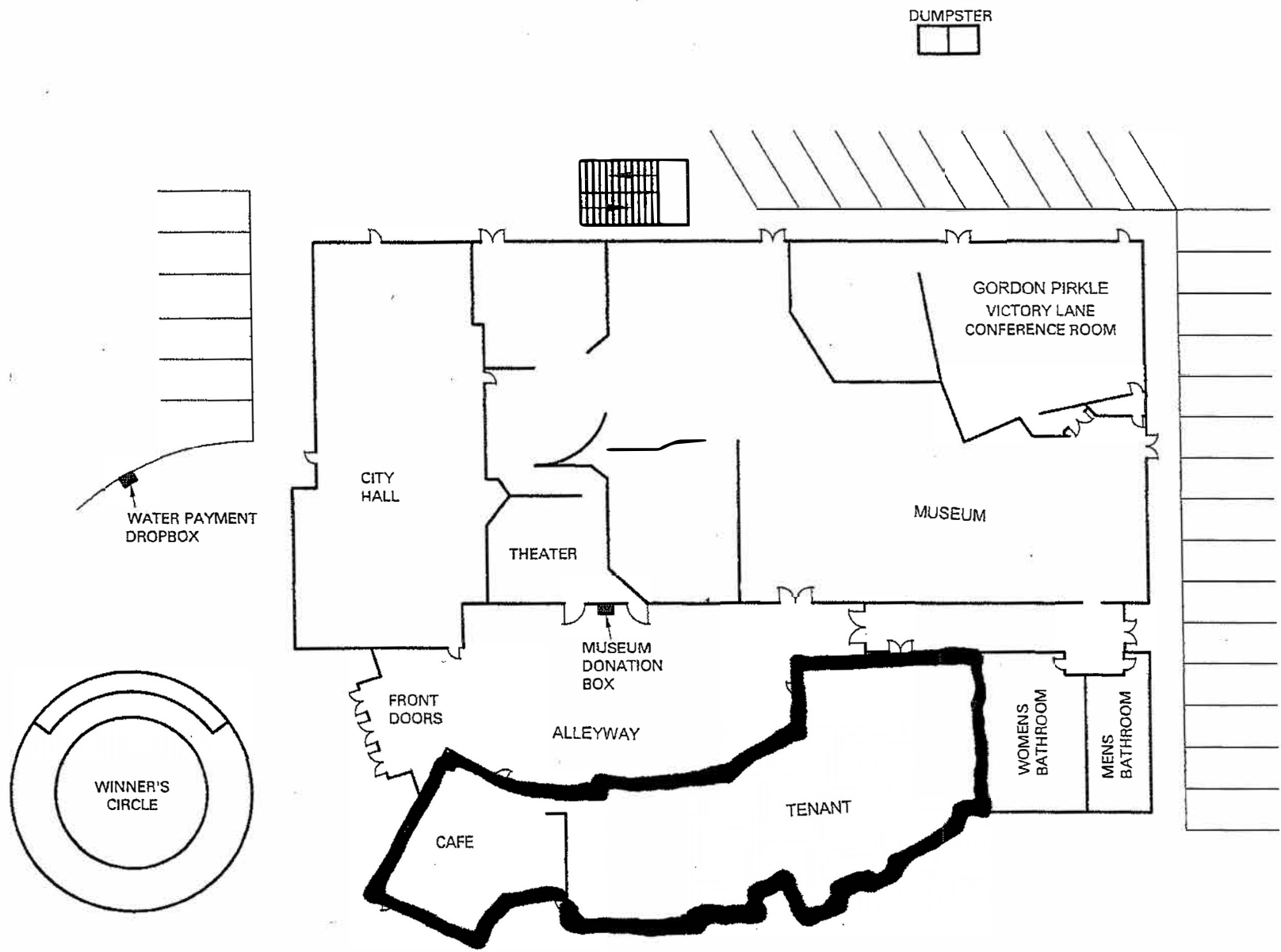


EXHIBIT "A"



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8

SUBJECT: **APPOINTMENT(S)** _____

CITY COUNCIL MEETING DATE: 02/17/2020

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:

REQUEST TO APPOINT THE FOLLOWING INDIVIDUALS TO THE DDA:

DWIGHT GILLELAND – 4 YEAR TERM (02/2020 – 02/2024)

MARSHA MARTEL – 4 YEAR TERM (02/2020 – 02/2024)

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Donna Blanton, Human Resource Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 9

SUBJECT: CROSSBRIDGE COMMUNITY CHURCH

CITY COUNCIL MEETING DATE: 02/17/2020

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO CONSIDER REQUEST FROM CROSSBRIDGE COMMUNITY CHURCH

HISTORY/ FACTS / ISSUES:

TABLED FROM THE 02/03/2020 MEETING

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

Cross **BRIDGE** community church

CrossBridge Community Church
751 Highway 53 East
Dawsonville, GA 30534

To Whom it may Concern,

Good afternoon. We would like to take to time to thank you for all that you do for The City of Dawsonville. We are so blessed to have each of you serve this city and Dawsonville is a better place because of you and your hard work.

We are writing you today in lieu of our recent water bill. Our December 2019 balance was \$589.54 and after much investigation we have determined that a toilet has been leaking. We thought the problem had been fixed, but it has continued to leak which resulted in a bill that is much more expensive than usual. Gary Barr and Bob Bolz have been a great help to us to determine the issue at hand. We have taken measures to eliminate the problem in the future, but we are asking that we may have our December bill lowered to a degree. As a church we will struggle to pay this bill and we are coming to you asking for your help. We do not expect for it to be erased, but simply reduced. We hope that we may reach an agreement and resolve this.

Your service to this city and CrossBridge Community Church are gratefully acknowledged. We thank you for your time and consideration.

Sincerely,
Pastor Timothy Bennett
January 6, 2020



CrossBridge Community Church
December 2018 - January 2020 Usage and Billing History

Month- Year	Usage (Gals)	Water Charge	Sewer Charge	Total
Dec-18	3,110	\$37.04	\$70.46	\$107.50
Jan-19	16,580	\$116.98	\$189.22	\$306.20
Feb-19	2,670	\$34.78	\$66.92	\$101.70
Mar-19	18,640	\$129.96	\$208.17	\$338.13
Apr-19	9,380	\$71.97	\$123.35	\$195.32
May-19	1,350	\$28.75	\$57.50	\$86.25
Jun-19	3,880	\$41.01	\$76.66	\$117.67
Jul-19	6,600	\$55.98	\$99.44	\$155.42
Aug-19	9,880	\$74.84	\$127.65	\$202.49
Sep-19	19,800	\$137.27	\$218.84	\$356.11
Oct-19	20,560	\$142.06	\$225.83	\$367.89
Nov-19	10,500	\$78.68	\$133.28	\$211.96
Dec-19	34,860	\$232.15	\$357.39	\$589.54
Jan-20	29,590	\$198.95	\$308.91	\$507.86



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 10

SUBJECT: DAWSON COUNTY RELAY FOR LIFE EVENT

CITY COUNCIL MEETING DATE: 02/17/2020

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO CONSIDER REQUEST FROM THE RELAY FOR LIFE OF DAWSON COUNTY TO HOLD THEIR EVENT AT THE FARMER'S MARKET PAVILION TO INCLUDE:

- A. FEES WAIVED FOR PAVILION USE AND PERMIT
- B. ALLEN STREET ROAD CLOSURE
- C. USE OF PAVILION UNTIL 11 PM

DATE OF EVENT: APRIL 17, 2020

HISTORY/ FACTS / ISSUES:

COMMITTEE CHAIR, NICOLE STEWART AND/OR COMMUNITY DEVELOPMENT MANAGER, AMANDA CAGLE WILL PRESENT THEIR REQUEST

PERMIT FEE IS \$50.00

PAVILION USE FEE IS UP TO \$225.00

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



City of Dawsonville
 415 Hwy 53 E, Suite 100
 Dawsonville, GA 30534
 Phone (706)265-3256
 Fax # (706)265-4214

**Permit Application for:
 Parades, Public Assemblies,
 Demonstrations, and Rallies
 in Public Places**

Date Received: _____ Check #/Cash: _____ Fee: (see Fee Schedule)

A **completed** application with Permit Fee must be received **a minimum of 15 days** prior to event.

* Events with **alcohol** Require additional forms & time to process *ALL Road Closures must be approved by CC

APPLICANT TO COMPLETE PAGES 1-5 ONLY AND SUBMIT TO THE CITY OF DAWSONVILLE PLANNING AND ZONING DEPARTMENT FOR PROCESSING

- Name of Event: Relay For Life of Dawson County PARADE RALLY OTHER _____
- Location of Event: Amicalola Regional Farmers Market PUBLIC DEMONSTRATION
- Date(s) of Event: Friday, April 17, 2020 PUBLIC ASSEMBLY
 Time of Event: Start: 3:30 a.m./p.m. End: 11 a.m./p.m. ROAD CLOSING 7 Hrs.
 NON-PROFIT (please provide 501 (c)(3) Information) PROFIT
- Provide information listed below for the **main contact person** responsible for the organization of this event:

Name: <u>Amanda Cagle</u>	Title: <u>Community Development Manager</u>
Organization: <u>American Cancer Society</u>	Telephone #: <u>770-503-6067</u>
Email Address: <u>amanda.cagle@cancer.org</u>	Cell Phone #: <u>470-344-0221</u>
Address: <u>615 Oak Street, Box 8 Suite B</u> City: <u>Gainesville</u> State: <u>GA</u> Zip Code: <u>30501</u>	

- Provide information listed below for any **key personnel** involved in coordinating this event. Also, provide information listed below on each officer of the club, organization, corporation or partnership requesting this event. Attach a separate sheet if necessary.

Name: <u>Nicole Stewart</u>	Title: <u>Committee Chair</u>
Organization: <u>American Cancer Society</u>	Telephone #: <u>706-344-7418</u>
E-Mail Address: <u>shandanicole23@yahoo.com</u>	
Address: <u>46 Richmond Drive</u> City: <u>Dawsonville</u> State: <u>GA</u> Zip Code: <u>30534</u>	

Name:	Title:
Organization:	Telephone #:
E-Mail Address:	
Address:	City:
State:	Zip Code:

Name:	Title:
Organization:	Telephone #:
E-Mail Address:	
Address:	City:
State:	Zip Code:

6. Expected number of participants: 250 w/ potential peak crowd 500
7. Physical description of materials to be distributed: _____
8. How do participants expect to interact with public? Public welcome, entire event
9. Route of event: (attach a detailed map of the route) on site at Farmers market

9.a. Number and type of units in parade: NIA

9.b. Size of the parade: NIA

10. Will any part of this Event take place **outside** the City Limits of Dawsonville? NO If YES, do you have a permit for the event from Dawson County? _____ Date Issued: _____ * Attach Copy
11. Do you anticipate any unusual problems concerning either police protection or traffic congestion as a consequence of the event? NO If YES, please explain in detail: _____

12. If road closures are needed, which roads do you anticipate closing and for how long would each be closed? Allen Street, closing from where Allen Street and HWY 53 meet to where Allen Street meets the turn into Food Lion Grocery Store. 7 hours - once school is let out.

13. List all Prior parades or public assemblies, demonstrations or rallies in a public place within the city limits of Dawsonville for which you obtained a permit in the last 12 months: (Include dates (month/year) – attach separate sheet, if necessary). NIA

Details: Please outline what your event will involve: (number of people – life safety issues – vendors – cooking – tents – rides – handicap parking – egress) attach separate sheet if necessary.

Fundraising teams comprised of church groups, schools, families, etc. Set up tents and sell food, raffle items, t-shirts and much more. The purpose of the event is to raise money for Relay For Life of Dawson County to recognize Dawson County cancer survivors and remember loved ones lost to the disease. We honor survivors by asking them to make the first lap around a designated area of the event site. We hold

Route or Lay Out: (attach a detailed site plan/route) a luminary service when it gets dark to

- We still need to do a site visit in order to create the layout. We will attach both 2018 and 2019 site layouts so you have a general idea of the event,

remember those who have passed

We are also working towards having food trucks on site as well as a DJ and a battle of the bands for entertainment.



CINCINNATI OH 45999-0038

In reply refer to: 0248181619
Feb. 12, 2019 LTR 4167C 0
13-1788491 000000 00
00008838
BODC: TE

AMERICAN CANCER SOCIETY INC
NATIONAL HOME OFFICE
% CATHRINE E MICKLE
250 WILLIAMS ST 4TH FL
ATLANTA GA 30303



005964

Employer identification number: 13-1788491
Group exemption number: 0580

Dear Taxpayer:

This is in response to your request dated Feb. 01, 2019, for information about your tax-exempt status.

Our records indicate we issued a determination letter to you in November 1942, and you're currently exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also recognized the subordinates on the list you submitted as exempt from federal income tax under IRC Section 501(c)(3).

For federal income tax purposes, donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106 and 2522.

Because IRC Section 170(c) describes your subordinate organizations, donors can deduct contributions they make to them.

Please refer to www.irs.gov/charities for information about filing requirements. Specifically, IRC Section 6033(j) provides that, if you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

In addition, each subordinate organization is subject to automatic revocation if it doesn't file a required return or notice for three consecutive years. Subordinate organizations can file required returns or notices individually or as part of a group return.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0248181619
Feb. 12, 2019 LTR 4167C 0
13-1788491 000000 00
00008839

AMERICAN CANCER SOCIETY INC
NATIONAL HOME OFFICE
% CATHRINE E MICKLE
250 WILLIAMS ST 4TH FL
ATLANTA GA 30303

Sincerely yours,



Kim A. Billups, Operations Manager
Accounts Management Operations 1

CINCINNATI OH 45999-0038

005964.122023.372602.32013 1 AB 0.412 530



AMERICAN CANCER SOCIETY INC
NATIONAL HOME OFFICE
% CATHRINE E MICKLE
250 WILLIAMS ST 4TH FL
ATLANTA GA 30303

005964

CUT OUT AND RETURN THE VOUCHER IMMEDIATELY BELOW IF YOU ONLY HAVE AN INQUIRY.
DO NOT USE IF YOU ARE MAKING A PAYMENT.

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT,
EVEN IF YOU ALSO HAVE AN INQUIRY.



The IRS address must appear in the window.

Use for inquiries only

BODCD-TE
0248181619

Letter Number: LTR4167C
Letter Date : 2019-02-12
Tax Period : 000000

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0038



131788491

AMERICAN CANCER SOCIETY INC
NATIONAL HOME OFFICE
% CATHRINE E MICKLE
250 WILLIAMS ST 4TH FL
ATLANTA GA 30303

131788491 0X AMER 00 2 000000 670 000000000000



The IRS address must appear in the window.

Use for payments

BODCD-TE
0248181619

Letter Number: LTR4167C
Letter Date : 2019-02-12
Tax Period : 000000

INTERNAL REVENUE SERVICE
OGDEN UT 84201-0102



131788491

AMERICAN CANCER SOCIETY INC
NATIONAL HOME OFFICE
% CATHRINE E MICKLE
250 WILLIAMS ST 4TH FL
ATLANTA GA 30303

131788491 0X AMER 00 2 000000 670 000000000000

What participation, if any, do you expect from the City of Dawsonville? Would like City to participate in the event. Possible cone usage to block where road closure is needed.

What participation, if any, have you arranged from Dawson County Emergency Services? None at the time, ambulance on site and this will be requested. They also participate in event (dunk tank).

What participation, if any, have you arranged from the Dawson County Sheriff Department? Security & they participate in event, will have a need to assist with road closure / direct traffic / maintain safe environment.

Insurance Requirements: (circle that apply)

Sec. 10-25(c) "An applicant for a permit under this ordinance shall obtain liability insurance from an insurer licensed in the State of Georgia for a special event, parade, public assembly, demonstration, rally, footrace, fun run, bicycle race or filming in a public place if one or more of the following criteria exists:"

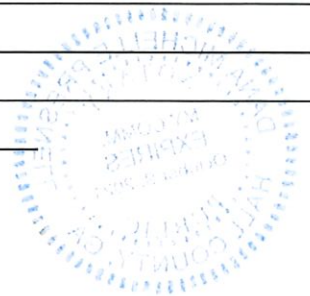
- (1) The use, participation, exhibition, or showing of live animals;
- (2) The use, participation, exhibition, or showing of automobiles of any size or description, motorcycles, tractors, bicycles, or similar conveyances;
- (3) The use of a stage, platform, bleachers or grandstands that will be erected for the event;
- (4) The use of inflatable apparatus used for jumping, bouncing or similar activities;
- (5) A special event, parade, demonstration, rally, road closing, or other such activity, for which primary attendance (that is, attendance primarily for said special event, parade, demonstration, rally, road closing, or other such activity, and not attendance which is the result of another event) is reasonably expected to meet or exceed one hundred (100) persons;
- (6) The use of roller coasters, bungee jumping or similar activities;
- (7) The use of vendors or concessions; or
- (8) The use of public streets and rights of way.

Any applicant required to provide insurance in accord with this section shall provide the City of Dawsonville with a copy of the Certificate of Insurance from an insurer authorized and licensed by the State of Georgia. The City of Dawsonville shall be added as an additional named insured party for the event on the Certificate of Insurance by the carrier. The minimum policy limits shall be \$1,000,000 (one million) per incident and \$2,000,000 (two million) aggregate for the entire event. All cost for insurance and naming the City of Dawsonville as an additional named insured party shall be borne solely by the applicant. Such insurance shall protect the City of Dawsonville from any and all claims for damages to property and/ or bodily injury or death.

Is the Certificate of Liability Insurance attached? Yes No Not applicable to this event

Additional information/comments about liability insurance: To be supplied at a later date. This has to go through our American Cancer Society contract / legal department once approved by city counsel.

Additional information/comments about this application: _____



APPLICANT'S SIGNATURE FOR THE PERMIT APPLICATION; RELEASE & WAIVER OF LIABILITY; AND AGREEMENT FOR FINANCIAL RESPONSIBILITY. PRIOR TO SIGNING, PLEASE READ THE FOLLOWING OR

HAVE IT READ TO YOU:

APPLICATION:

OATH: I hereby swear and affirm that the information provided within this application for parade, public assembly, demonstration, or rally is true and correct to the best of my knowledge. In addition, I agree to abide by all regulations of the ordinance and to advise all participants of the conditions of the permit.

RELEASE & WAIVER OF LIABILITY:

The permit holder shall indemnify and hold the City of Dawsonville, Georgia harmless from any claim, demand, or cause of action that may arise from activities associated with the event, including attorney's fees. I acknowledge that I understand this Release, and I hereby agree for myself and on behalf of the Applicant to indemnify and hold harmless the City of Dawsonville, Georgia and its agents, officers, and employees, individually and jointly, from and against any claim for injury (including, but not limited to, personal injury and property damage), loss, inconvenience, or damage suffered or sustained by any individual, including, but not limited to, business owners, patrons, participants of the parade, public assembly, demonstration, or rally, and spectators participating in and/or occurring during the event, unless the claim for injury is caused by intentional misconduct of an individual, agent, officer, or employee of the City of Dawsonville.

AGREEMENT FOR FINANCIAL RESPONSIBILITY:

The undersigned agrees to be solely responsible for cleaning affected areas littered during the activity, provide sufficient parking and storage areas for motor vehicles, provide temporary toilet facilities, and provide other similar special and extraordinary items deemed necessary for the permitted activity by the City of Dawsonville to keep the area of the event safe and sanitary. In no event shall the City of Dawsonville, Georgia require individuals, organizations or groups of persons to provide personnel for normal governmental functions, such as traffic control, police protection, or other expenses associated with the maintenance of public order. If additional requirements are placed on applicants in accordance with this subsection, and those requirements are not met despite assurances by the applicant, then failure to comply with the aforementioned requirements shall be grounds for revocation of the issued permit and/or denial of any subsequent permit requested by the applicant. The City of Dawsonville, Georgia shall be entitled to recover from the applicant the sums expended by the City of Dawsonville, Georgia for extraordinary expenses agreed to but not provided by the applicant.

I further understand that false statements or omission within the application may result in the denial or disqualification of application.

Amanda Jennifer Cagle
Applicant's Printed Name

Amanda Jennifer Cagle
Applicant's Signature

Sworn to and subscribed before me
this 03 day of February 2020

Dana Michelle Presnell
Notary Public, State of Georgia

My Commission Expires: October 9, 2021



APPLICANT'S SIGNATURE FOR CERTIFICATION AND ACKNOWLEDGEMENT OF ROAD CLOSURE(S), TRASH CLEANUP, PARKING PROVISIONS AND PROVIDING TOILET FACILITIES. PRIOR TO SIGNING, PLEASE READ THE FOLLOWING OR HAVE IT READ TO YOU:

ROAD CLOSURES:

Applicant certifies and acknowledges that any road closures scheduled as part of an event will only take place during the time designated for the road closure and that the applicant will not arrive early, fail to clean up or fail to leave promptly after the event so as to interfere with the normal flow of traffic.

Sworn to and subscribed before me
this 03 day of February 2020

Dana Michelle Presnell

Notary Public, State of Georgia

My Commission Expires: October 9, 2021



Amanda Jennifer Cagle

Applicant's Printed Name

Amanda Jennifer Cagle

Applicant's Signature

TRASH CLEANUP, PARKING PROVISION AND TOILET FACILITIES:

The applicant shall be responsible for trash cleanup of affected areas littered during the activity and the provision of temporary toilet facilities, as needed.

Each applicant granted a permit for an event with anticipated attendance of less than 100 participants shall be required to pay a cleanup deposit of \$500 for each day of the event. Each applicant granted a permit for an event with anticipated attendance of over 100 participants shall be required to pay a cleanup deposit of \$1000 for each day of the event. The City shall apply the cleanup deposit towards the cost of the cleanup following the event. Any portion of the cleanup deposit not used by the City shall be returned to the applicant within ten (10) days of completion of event cleanup. In the event the applicant cannot afford the daily cleanup deposit, a pauper's affidavit may be filed by the applicant, seeking to be excused from the deposit. The decision on whether the daily cleanup deposits are to be waived shall be made concurrently with the decision on the application itself, and shall be contemporaneously communicated to the applicant.

Applicant certifies and acknowledges the City may require the Applicant be responsible for the provision of sufficient parking and storage areas for a large influx of motor vehicles occasioned by the permitted activity and the provision of temporary toilet facilities and other similar special and extraordinary items determined to be necessary for the permitted activity based on the contents of the application. Applicant further certifies and acknowledges the City may require the Applicant to be responsible for trash cleanup of affected areas littered during the activity for which a permit is sought.

Sworn to and subscribed before me
This 03 day of February 2020

Dana Michelle Presnell

Notary Public, State of Georgia

My Commission Expires: October 9, 2021



Amanda Jennifer Cagle

Applicant's Printed Name

Amanda Jennifer Cagle

Applicant's Signature



City of Dawsonville
 415 Hwy 53 E, Suite 100
 Dawsonville, GA 30534
 Phone (706)265-3256
 Fax # (706)265-4214

**Permit Application for:
 Parades, Public Assemblies,
 Demonstrations, and Rallies in Public Places
 (Dawson County Emergency Services)**

Emergency Services: Please complete this sheet and return it to the City of Dawsonville.

Name of Event: _____ Date(s) of Event: _____

Any anticipated problems with proposed route? _____

Any anticipated problems with the designated location for participants to assemble? _____

How many personnel will be required for this event? _____

Estimated cost for personnel: _____

Number and type of vehicles required: _____

Type of procedures or equipment needed for the health and safety needs of the participants and the viewing public: _____

Estimated cost for equipment: _____

Additional comments/concerns: _____

EMERGENCY SERVICES

APPROVED: YES NO

By: _____ Date: _____





City of Dawsonville
 415 Hwy 53 E, Suite 100
 Dawsonville, GA 30534
 Phone (706)265-3256
 Fax # (706)265-4214

**Permit Application for:
 Parades, Public Assemblies,
 Demonstrations, and Rallies in Public Places
 (Dawson County Sheriff Department)**

Sheriff Department: Please complete this sheet and return it to the City of Dawsonville.

Name of Event: _____ Date(s) of Event: _____

Any anticipated problems with proposed route? _____

Any anticipated problems with the designated location for participants to assemble? _____

How many officers will be required for this event? _____

Estimated cost for officers: _____

Number of vehicles required: _____

Type of procedures or equipment needed for the health and safety needs of the participants and the viewing public: _____

Estimated cost for equipment: _____

Additional comments/concerns/recommendations: _____

SHERIFF DEPARTMENT: (ALSO PROVIDE A WRITTEN STATEMENT FOR EVENTS ON DOT ROADS/ROW'S)

APPROVED: YES NO

By: _____ Date: _____



City of Dawsonville
415 Hwy 53 E, Suite 100
Dawsonville, GA 30534
Phone (706)265-3256
Fax # (706)265-4214

**Permit Application for:
Parades, Public Assemblies,
Demonstrations, and Rallies in Public Places
(Public Works – Environmental Health)**

Please review this application and return it to the City of Dawsonville. If not applicable to your department, please indicate and return as well.

PUBLIC WORKS:

Additional comments/concerns/recommendations: _____

APPROVED: YES NO

By: _____ Date: _____

CITY MANGER:

Additional comments/concerns/recommendations: _____

APPROVED: YES NO

By: _____ Date: _____

ENVIRONMENTAL HEALTH:

Additional comments/concerns/recommendations: _____

APPROVED: YES NO

By: _____ Date: _____



City of Dawsonville
 415 Hwy 53 E, Suite 100
 Dawsonville, GA 30534
 Phone (706)265-3256
 Fax # (706)265-4214

**Permit Application for:
 Parades, Public Assemblies,
 Demonstrations, and Rallies in Public Places
 (APPROVALS)**

Office Use for Dawsonville City Hall Only: The following departments have reviewed and approved this event as applicable:

Department	Notified Date	Name	Approved	Date
Sheriff Department				
Emergency Services				
Dawsonville Roads Dept.				
Environmental Health				
GA Dept of Transportation (for events on State roads/ROWs)				
Dawson County (for events outside City limits)				
City Manager				
City Council (for Road Closures)				

Approved:

City Manager or Designee

Date

 Permit Fee Received

 Cleanup Deposit Received \$ _____ Check # _____ Date Received _____

 Event Entered on Calendar

 Insurance Certificate Received

 Route / Map Received

 Applicant notified to pick up permit / Date notified _____

 Ok to close (no fees to recover for trash clean up, damages etc.) Sec. 10.25. (a) (b)

Concept Plan

52-56 Allen St, Dawsonville, GA 30534 to 106-118 Allen St, Dawsonville, GA 30534

Walk 0.1 mile, 3 min



Imagery ©2020 Maxar Technologies, U.S. Geological Survey, Map data ©2020 50 ft



via Allen St

3 min

0.1 mile

X = ROAD CLOSURE



CITY OF DAWSONVILLE
 415 Hwy 53 E, Suite 100
 Dawsonville, GA 30534
 Phone #: (706) 265-3256 Fax #: (706) 265-4214

**Farmers Market
 Pavilion
 Rental Agreement**

This Agreement is entered into and effective this ____ day of _____, 20____, by and between THE CITY OF DAWSONVILLE (hereinafter referred to as the "CITY"), a Georgia municipal corporation, and the below named Individual/Organization (hereinafter referred to as "Renter") for the use of the following City Farmers Market at Dawsonville for the date, time and rental amount specified:

Name: Farmers Market

Date of Use: April 17, 2020

Time of Use: 3:30 pm - 11:00pm

Rental Amount: _____

Deposit Amount: _____

Renter shall forever release the CITY, and its officers, managers, agents, contractors, employees, and representatives from any and all actions, claims, or demands that I, my assignees, heirs, guardians, next of kin, spouse, and/or legal representatives now have, or may have in the future, for injury, death, or property damage, related to my use of the City Farmers Market specified above or the use of related facilities or any condition(s) on the premises of City Farmers Market.

Renter agrees to repair any and all damages caused to the Farmers Market, Tables and Chairs (if applicable) or any City facilities that occurs during the use of the Farmers Market regardless of the person or entity that caused the damage. Renter further agrees to indemnify and hold harmless the CITY from and against any and all liability, damages, expenses, cause of actions, suits, claims, penalties, or judgments arising from injury to any person(s) sustained by anyone as a result of Renter's use of the City Farmer Market specified above.

Renter agrees to abide by all Rules, Regulations and Fee Schedule for use of City Farmers Market as attached hereto as Exhibit A and incorporated herein by express reference.

Renter: American Cancer Society / Amanda Cagle

Signature: Amanda Cagle Date: 02-12-2020

Address: 1615 Oak Street, Suite B, Box 8 Gainesville, GA 30501

Phone Number: 770-503-6067

Email: amanda.cagle@cancer.org

Office Use Only

Received: _____ Scheduled: _____ Deposit Returned: _____



CITY OF DAWSONVILLE
 415 Hwy 53 E, Suite 100
 Dawsonville, GA 30534
 Phone #: (706) 265-3256 Fax #: (706) 265-4214

**Farmers Market
 Rules, Regulations
 and Fee Schedule**

Exhibit A

1. City use of the Farmer's Market takes precedence over all other uses. The City of Dawsonville reserves the right to change or cancel use of the Farmer's Market by an outside individual, group or organization if the space is needed for city purposes. The City reserves the right to close the Farmer's Market at any time it deems necessary for maintenance, weather-related, or other issues.
2. The Farmer's Market may be rented in one day increments. It may be occupied by renters from 7A M to 9 PM.
3. Reservations are required for all Farmer's Market rental and must be submitted on the form available at the City website www.dawsonville-ga.gov. Reservation is not valid without payments. Reservations can be made in person, over the phone or through the City Hall website.
4. Reservations must be made at least seven days and not more than 12-months in advance. A Farmer's Market Use Agreement must be completed at that time and the deposit amount must be received within seven days of the date the reservation was made.
5. All cancellation requests must be submitted in writing. If cancellation is requested more than 30-days before the rental date, a full refund less a \$10.00 administrative fee shall be granted. If cancellation is requested between 14 and 29 days before the rental date, a 50% refund less a \$10.00 administrative fee shall be granted. If a reservation is cancelled 13 days or less from the date of the rental, there is no refund.
6. There is a \$10.00 administrative fee per reservation date change. Changes to reservation dates must be made more than 30 days from the rental date.
7. Fees will not be refunded if the event is cancelled due to inclement weather.
8. Use of food trucks or vendors, bouncy houses, pop up canopies, etc. and other similar equipment/uses are prohibited without prior approval from the City Manager or his designee.
9. For an additional fee, tables and chairs are available. Tables, chairs and other amenities shall not be removed from the shelter.
10. Consumption or possession of alcoholic beverages is prohibited other than at a City permitted event where alcoholic beverages are specifically allowed.
11. The use of any and all vape devices, tobacco products, snuff, and other similar items is prohibited on all City property including the Farmer's Market.
12. Renter will be liable for any damage done to the shelter during their reservation. This includes failure to properly clean up. Violations shall result in forfeiture of deposit amount and possibly additional charges. Assuming compliance with all Rules and Regulations and terms of the Meeting Room Use Agreement, the deposit amount shall be returned to the renter within 10 business days following the use of the room.
13. Decorations may only be taped to surfaces with blue painter's tape. No tacks, staples, etc. are allowed
14. Portable grills or cooking apparatus of any kind is prohibited inside the shelter and must be 25' from any structure.
15. Amplified music must have prior approval from the City Manager or his designee before it is allowed.
16. Fee shall be discounted by 20% to any citizen or organization located within the city limits.

FARMERS MARKET FEE SCHEDULE

Deposit	without Table and Chairs	with Table and Chairs
\$100	\$150.00	\$225.00

2020 Relay For Life of Dawson County Site Map, Amicalola Regional Farmers Market, Dawsonville, GA

SCHOOL BUILDING

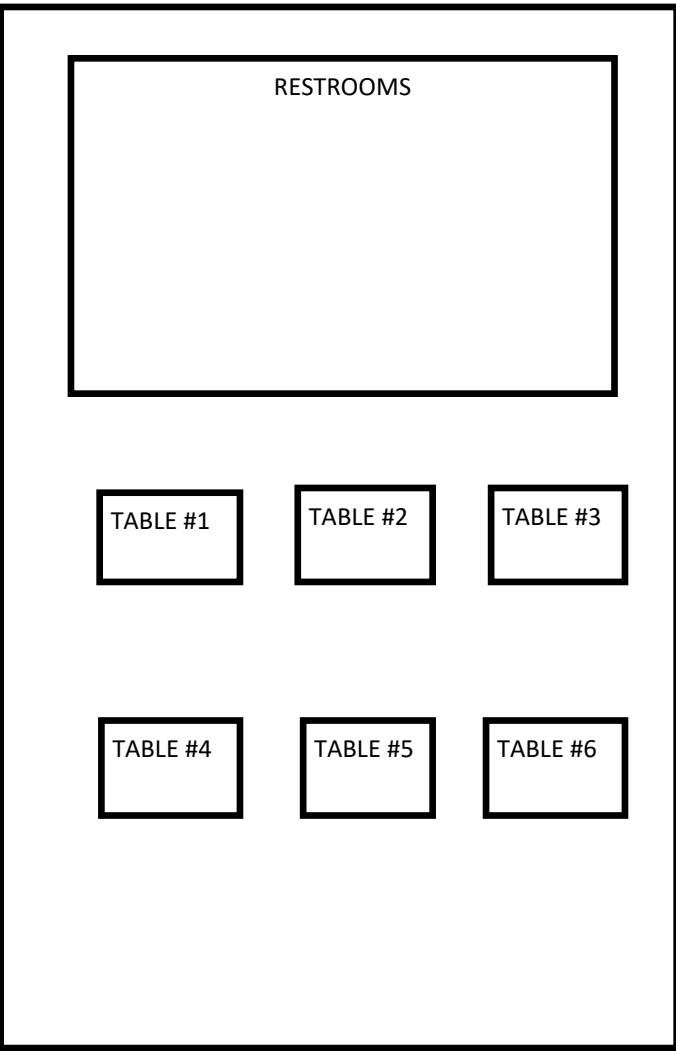
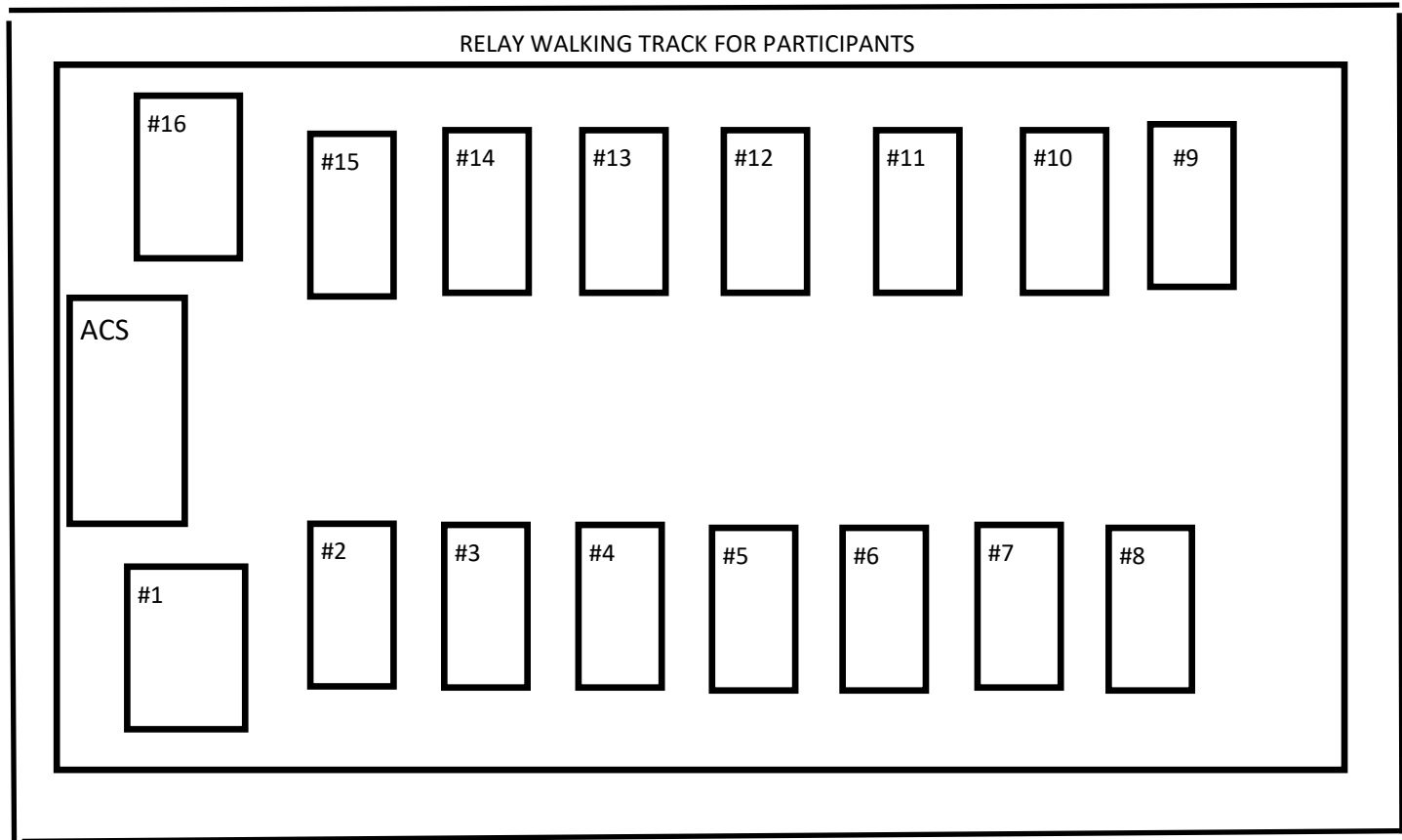
Additional Parking

Survivor/Handicap Parking

Alan Road Closure

TENT #5 TENT #6 TENT #7 TENT #8 TENT #9

POSSIBLE FOOD TRUCK AREA/
GAME AREA:
CORNHOLE BOARDS, FACE PAINTING, PIE THROWING FUNDRAISER



STAGE

TENT #1 TENT #2 TENT #3 TENT #4



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 11

SUBJECT: **KARE FOR KIDS EASTER EGG HUNT**

CITY COUNCIL MEETING DATE: **02/17/2020**

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO CONSIDER REQUEST FROM KARE FOR KIDS TO HOLD THEIR EASTER EGG HUNT AT MAIN STREET PARK

DATE OF EVENT: APRIL 11, 2020

HISTORY/ FACTS / ISSUES:

EXECUTIVE DIRECTOR, TIFFANY BUCHAN WILL PRESENT THE REQUEST

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 12

SUBJECT: DEVELOPMENT REGULATIONS ORDINANCE AMENDMENT TO INCLUDE
GRAVEL ROADS

CITY COUNCIL MEETING DATE: 02/17/2020

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: **SECOND READING AND ADOPTION**

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

FIRST READING: FEBRUARY 3, 2020; SECOND READING AND ADOPTION: FEBRUARY 17, 2020

HISTORY/ FACTS / ISSUES:

FIRST PRESENTED FOR REVIEW AT THE JANUARY 6, 2020 MEETING

OPTIONS:

APPROVE, AMEND OR DENY

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF
DAWSONVILLE, GEORGIA**

ORDINANCE NUMBER #02-2020

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

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

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

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

SECTION 1.

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

SECTION 2.

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

ARTICLE VIII – GRAVEL ROADS

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

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

Sec. 109-59. – Gravel Roadway Specifications.

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

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

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

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

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

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

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

Secs. 109-61–109-78. – Reserved.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

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

**MAYOR AND DAWSONVILLE CITY
COUNCIL**

By: _____
Mike Eason, Mayor

Caleb Phillips, Council Member Post 1

Stephen Tolson, Council Member Post 2

John Walden, Council Member Post 3

Mark French, Council Member Post 4

ATTESTED TO BY:

Beverly A. Banister, City Clerk



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 13

SUBJECT: CROSS REFERENCE AND PENALTY FOR VIOLATION W/S ORDINANCE
AMENDMENT

CITY COUNCIL MEETING DATE: 02/17/2020

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: **SECOND READING AND ADOPTION**

AN ORDINANCE TO PROVIDE UPDATES TO EXISTING ORDINANCES ON WATER AND SEWER SERVICES BY CORRECTING AND UPDATING CROSS-REFERENCES, TO AMEND THE PENALTY PROVISIONS FOR VIOLATION OF ARTICLE II AND FOR OTHER PURPOSES. (FIRST READING: FEBRUARY 3, 2020; SECOND READING AND ADOPTION: FEBRUARY 17, 2020)

FIRST READING: FEBRUARY 3, 2020; SECOND READING AND ADOPTION: FEBRUARY 17, 2020

HISTORY/ FACTS / ISSUES:

TO CORRECT SOME CROSS-REFERENCE AND PENALTY PROVISION ISSUES WITHIN THE WATER AND SEWER SERVICE ORDINANCES

OPTIONS:

APPROVE, AMEND OR DENY

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Dana Miles, City Attorney

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF
DAWSONVILLE, GEORGIA**

ORDINANCE NUMBER #03-2020

AN ORDINANCE TO PROVIDE UPDATES TO EXISTING ORDINANCES ON WATER AND SEWER SERVICES BY CORRECTING AND UPDATING CROSS-REFERENCES, TO AMEND THE PENALTY PROVISIONS FOR VIOLATION OF ARTICLE II AND FOR OTHER PURPOSES.

WHEREAS, certain administrative issue exists with regard to cross-references between various water and sewer services sections;

WHEREAS, the administrative revision of these various sections will provide consistency throughout the Code of the City of Dawsonville, provide simplicity, and provide clarification for certain code sections;

WHEREAS, the Mayor and Council desire to amend and make clear the penalty provisions for violation of Article II; and

WHEREAS, the Mayor and Council desire to adopt these administrative revisions in order to provide for a more consistent Code and allow for great simplicity and efficiency.

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

SECTION 1.

Section 14-30 of Chapter 14, Article II, Division 1, of the Code of Ordinances for the City of Dawsonville is hereby amended by repealing existing Subsection 14-30(c) in its entirety and replacing it with a new Subsection 14-30(c) to read as follows:

Sec. 14-30. Penalties for Violation.

(c) Any industry, commercial concern, person, or user who discharges any waste material from any source into manholes on the City's sewer system or who discharges or causes to be discharged toxic substances without paying for the increased cost as described in section 14-78, or those incompatible substances as described in sections 14-79, 14-80 and 14-81, or fails to pay the surcharges for high strength wastewater as described in section 14-84 shall be in violation of this article and subject to the maximum penalties allowed by state law and city ordinance. Each pound or gallon of the incompatible substances discharged or caused to be discharged into the city sewer system shall be deemed a separate offense with each offense subject to the maximum penalty allowed by state law and city ordinance. Jurisdiction for prosecution of a violation under this sub-section shall lie in the City Court of Dawsonville or in the Superior Court of Dawson County at the choice of the City. Further, the City, in its discretion, may decline to accept the

discharge of and disconnect sewer service to any industry, commercial concern, person, or user who discharges or causes to be discharges any incompatible substance or who violates any provision of Article II. Sewer service may only be resumed upon payment of all outstanding fees, fines and interest by the violator and demonstration by the violator to the City's satisfaction that the violator has the ability to prohibit the discharge of incompatible substances into the sewer system and otherwise comply with all provisions of Article II. In order to enforce Article II and protect its sewer system, the City shall have the right to enter upon the private property of such violator and cut off access to the sewer system of the City.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

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

**MAYOR AND DAWSONVILLE CITY
COUNCIL**

By: _____
Mike Eason, Mayor

Caleb Phillips, Council Member Post 1

Stephen Tolson, Council Member Post 2

John Walden, Council Member Post 3

Mark French, Council Member Post 4

ATTESTED TO BY:

Beverly A. Banister, City Clerk