

AGENDA
CITY COUNCIL REGULAR MEETING AND WORK SESSION
VIA TELECONFERENCE
Monday, December 21, 2020
5:00 P.M.

Link to access meeting via teleconference or by phone from your computer, tablet or smartphone:
<https://www.gotomeet.me/CityofDawsonville/city-council-regular-meeting-and-work-session-8>

You can also dial in using your phone.

United States: [+1 \(571\) 317-3112](tel:+15713173112)

Access Code: 870-357-789

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
 - Special Called Meeting held December 2, 2020
 - Regular Meeting held December 7, 2020
 - Executive Session held December 7, 2020

BUSINESS

8. Approve Contract and Budget Amendment for Laserfiche Software
9. 2021 Mayor Pro Tempore Appointment
10. Recommendation for 2021 Leases
11. Oakdale Subdivision Final Plat Approval

WORK SESSION

STAFF REPORTS

12. Bob Bolz, City Manager

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

ADJOURNMENT

The next scheduled City Council meeting is January 4, 2021

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: 12/21/2020

PURPOSE FOR REQUEST:

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

a. Approve Minutes

- Special Called Meeting held December 2, 2020
 - Regular Meeting held December 7, 2020
 - Executive Session held December 7, 2020
-



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7a

SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 12/21/2020

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:

- **SPECIAL CALLED MEETING HELD DECEMBER 2, 2020**
 - **REGULAR MEETING HELD DECEMBER 7, 2020**
 - **EXECUTIVE SESSION HELD DECEMBER 7, 2020**
-

HISTORY/ FACTS / ISSUES:

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

MINUTES
CITY COUNCIL SPECIAL CALLED MEETING
G.L. Gilleland Council Chambers, City Hall 2nd Floor
Wednesday, December 2, 2020
5:30 P.M.

1. **CALL TO ORDER:** Mayor Mike Eason called the meeting to order at 5:30 pm.
2. **ROLL CALL:** Present were Councilmember John Walden, Councilmember Mark French, Councilmember Caleb Phillips, Councilmember Stephen Tolson, City Attorney Kevin Tallant, City Manager Bob Bolz and City Clerk Beverly Banister.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember French.
4. **ANNOUNCEMENTS:** Mayor Eason announced the purpose for the meeting was to discuss SPLOST VII. He also reminded citizens of the Christmas Tree Lighting and Parade this Friday, December 4, 2020. Lastly, he announced there is a charity fundraiser for a Chase Elliott display at the museum, the Georgia Racing Hall of Fame website has the details.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by M. French; second by J. Walden. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** No comments from the public.

BUSINESS

7. **SPLOST VII UPDATE AND DISCUSSION:** Mayor Eason spoke about the history of the Special Purpose Local Option Sales Tax (SPLOST), this being the continuation of six prior SPLOST agreements. He also spoke regarding the benefit of over eighty percent of the tax revenue which is generated from citizens located outside of our County who are shopping at businesses located throughout the City and the County; this alleviates a tax burden on the citizens of Dawson County. He reported the City has been working closely with the Dawson County Board of Commissioners through public meetings and individual meetings negotiating the terms; he stressed he is confident they will reach an agreement. Currently our SPLOST VI is an 85% (County)/15% (City) split and will end on June 30, 2021. SPLOST VII will most likely be on the ballot in March for the public to vote on and if passed, it will begin on July 1, 2021. He stated the City Council will consider approval of an IGA this evening and a resolution which would preserve the rights of the citizens of the City for a share of the SPLOST funds in the event an agreement could not be reached with the County, although that is unlikely. Mayor Eason further spoke about population estimates for the City and the County which based on reasonable projections puts the City at 19.3% of the total population, however, the City is only proposing 17% of the tax revenue from SPLOST VII. Again, the Mayor stressed the importance of working closely with the County to obtain the funding from SPLOST which will be used for projects benefitting both the City and the County residents. Councilmember Tolson agreed with the Mayor stating he believes they will be able to reach an agreement with the County and spoke about partnering with the County in areas of public safety. Councilmember Phillips also stated the commitment of the City to help fund with public safety staff costs but those cannot come from SPLOST funding. Councilmember French stated his appreciation of the willingness of the Commissioners to work with the City emphasizing the mutual goal of serving the citizens.
8. **SPLOST VII RESOLUTION:** Attorney Tallant provided a brief explanation of the proposed resolution and City Manager Bolz read the resolution. Mayor Eason restated the intention is to preserve the position of the City and is hopeful an agreement will be reached with the County.

Motion to approve the resolution as presented made by C. Phillips; second by S. Tolson. Vote carried unanimously in favor. (Exhibit "A")
9. **SPLOST VII IGA:** Mayor Eason stated, if approved, the Intergovernmental Agreement (IGA) will be sent to the County for consideration. The form of the agreement (not the content) has been approved by the County's Attorney.

Motion to approve the Intergovernmental Agreement (IGA) as presented made by S. Tolson; second by J. Walden. Vote carried unanimously in favor. (Exhibit "B")

Mayor Eason requested City Manager Bolz deliver two originals of the IGA and one original of the resolution to the County the following morning.

MINUTES
CITY COUNCIL SPECIAL CALLED MEETING
G.L. Gilleland Council Chambers, City Hall 2nd Floor
Wednesday, December 2, 2020
5:30 P.M.

ADJOURNMENT:

At 5:54 p.m. a motion to adjourn the meeting was made by M. French; second by J. Walden. Vote carried unanimously in favor.

Minutes approved at the December 21, 2020 City Council meeting

By: CITY OF DAWSONVILLE

Mike Eason, Mayor

Caleb Phillips, Councilmember Post 1

Stephen Tolson, Councilmember Post 2

John Walden, Councilmember Post 3

Mark French, Councilmember Post 4

Attested: _____
Beverly A. Banister, City Clerk

**CITY OF DAWSONVILLE, DAWSONVILLE SPLOST VII RESOLUTION AND
REQUEST TO DAWSON COUNTY, GEORGIA**

WHEREAS, Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the “Act”), authorizes the imposition of a one percent County Special Purpose Local Options Sales Tax (the “SPLOST”) for purposes of financing capital outlay projects for the use and benefit of the counties and qualified municipalities in Georgia;

WHEREAS, the City of Dawsonville (the “City”) is a qualified municipality and is the only qualified city within the special district of Dawson County (the “County”);

WHEREAS, Code Section 48-8-111(a)(1) of the Act authorizes capital outlay projects that may be funded by the County or one or more qualified municipalities within the special district of the County;

WHEREAS, and the County and the City met together on November 17, 2020, to discuss possible projects for inclusion in the SPLOST referendum to be held on March 16, 2021 (the “SPLOST VII referendum” or “SPLOST VII” as context may require) as set forth in Code Section 48-8-111(a) of the Act;

WHEREAS, subsequent to the November 17, 2020 meeting, representatives of the County and the City have met informally to attempt to reach a resolution of the division of SPLOST VII revenues for capital outlay projects that could be recommended to their respective bodies without success;

WHEREAS, the County and the City have failed to reach an intergovernmental agreement on the levy of the SPLOST VII, the rate of such tax and the division of tax revenues, but the City has contemporaneously with the execution of this Resolution approved an intergovernmental agreement based upon its last and best offer to the County which results in partnering by the City and County to achieve Public Safety capital project goals (which has been informally rejected by representatives of the County);

WHEREAS, it is the City’s intent by this Resolution to convey to the County and to the public the City’s desire to reach an intergovernmental agreement that reaches the capital funding goals of both the City and the County through SPLOST VII without taxing City citizens at a higher rate than County citizens for the same level of services;

WHEREAS, in the event the County refuses to accept the City’s last and best offer and refuses to approve the intergovernmental agreement approved by the City contemporaneously herewith, the City desires to formally communicate to the County the City’s capital outlay projects to be funded in the absence of an intergovernmental agreement; and

WHEREAS, the City has identified capital outlay projects that it is requesting in the absence of an intergovernmental agreement that the County include as the City’s

portion of the 20 percent set forth in Code Section 48-8-115 (b)(2)(A)(ii) of the Act and to include as the City's portion of the 80 percent population based division of SPLOST VII proceeds as set forth in Code Section 48-8-115 (b)(2)(B)(ii) of the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DAWSONVILLE, GEORGIA AS FOLLOWS:

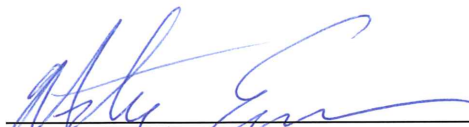
The City adopts the recitals set forth in the preamble above as if fully set forth herein.

The City requests that the County specify the municipal projects of the City enumerated on Exhibit A to this Resolution as level two county-wide projects in the County's ordinance or resolution for SPLOST VII as required by subsection (a) of Code Section 48-8-111 of the Act. As set forth in Code Section 48-8-115 (b)(2)(A)(ii) of the Act, the municipal projects listed in Exhibit A will be the City's portion of the 20 percent of the proceeds projected to be collected during the period specified in the County's ordinance or resolution for SPLOST VII.

The City requests that the County specify the municipal projects of the City enumerated on Exhibit B to this Resolution and any municipal projects listed in Exhibit A not funded as part of the 20 percent as level two county-wide projects in the County's ordinance or resolution for SPLOST VII as required by subsection (a) of Code Section 48-8-111 of the Act. As set forth in Code Section 48-8-115 (b)(2)(B)(ii) of the Act, the municipal projects listed in Exhibit B and any unfunded municipal projects from Exhibit A will be the City's portion of the remaining 80 percent of SPLOST VII projected proceeds to be collected during the period specified in the County's ordinance or resolution for SPLOST VII based upon the ratio that that population of the City bears to the total population of the County.

SO RESOLVED THIS 2nd DAY OF DECEMBER, 2020.

CITY OF DAWSONVILLE, GEORGIA



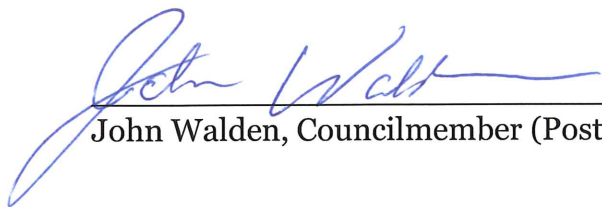
Mike Eason, Mayor

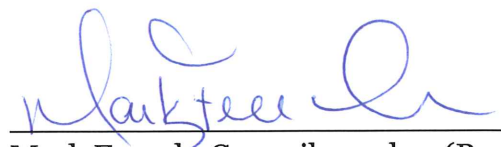


Caleb Phillips, Councilmember (Post 1)



Steve Tolson, Councilmember (Post 2)


John Walden, Councilmember (Post 3)


Mark French, Councilmember (Post 4)

Attest:

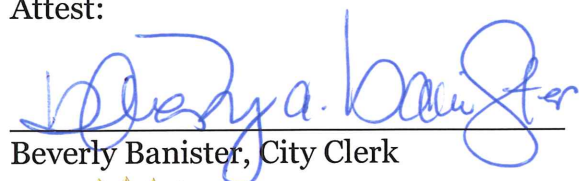

Beverly Banister, City Clerk



Exhibit A: City of Dawsonville SPLOST VII Project List (20% of projected proceeds)

Category	Project	Description	Cost Estimate	Notes
Roads, Streets, Bridges & Sidewalks	Deep patch repair, milling, repaving of:		\$3,700,000.00	
		Maple Street		
		Pearl Chambers Dr, Court, Way		
		Richmond Drive		
		Stegal Place		
		Stonewall subdivision		
		Rain Hill subdivision		
		Burt's Crossing I subdivision		
		Creekstone subdivision Phase I		
	Initial Paving Projects of City Streets			
	City Sidewalk improvements			
	City Intersection improvements			
TOTAL			\$3,700,000.00	

Exhibit B: City of Dawsonville SPLOST VII Project List (80% of projected proceeds)

Category	Project	Description	Cost Estimate	Notes
Land Acquisition	Land Acquisition for various needs	Water/Sewer Easements	\$800,000.00	
		Farmer's Market expansion		
		Fairgrounds		
		Intersection improvements		
		Parking needs		
		Road improvements		
Water - Sewer Projects	Construct tertiary waste water plant	Expand sewage capacity	\$4,760,000.00	
	Upgrade wells, water lines, lift stations			
Public Works Facilities & Equipment	Public Works vehicles & equipment	New and replacement	\$200,000.00	
	Utility Department vehicles & equipment	New and replacement		
Parks & Recreation	Main Street Park Phases III & IV	Construct picnic shelters	\$1,000,000.00	
		Install fitness stations		
		Construct disk golf course		
		Park Amenities		
		Splash pad		
		Misc. trail/amenities		
		Construct maintenance facility		
		Construct bocce ball courts		
		Construct pickle ball facility		
		Fencing		
Downtown Revitalization	Downtown Beautification	Street scapes, planters, etc.	\$500,000.00	
	Additional Parking	Downtown parking		
	Public Restroom	Downtown restroom		
City Facilities	Building improvements	Building improvements	\$900,000.00	
	Parking	Parking improvements		
TOTAL			\$8,160,000.00	

**STATE OF GEORGIA
COUNTY OF DAWSON**

**SPECIAL PURPOSE LOCAL OPTION SALES TAX
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement (the "Agreement") is made this ____ day of December, 2020 by and between Dawson County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, and the City of Dawsonville, Georgia (the "City"), a municipal corporation. The County and the City do hereby agree as follows:

W I T N E S S E T H:

WHEREAS, Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), authorizes the imposition of a one percent County Special Purpose Local Options Sales Tax (the "SPLOST") for purposes of financing capital outlay projects for the use and benefit of the County and the qualified cities within the County; and

WHEREAS, the County and the City met together on November 17, 2020, to discuss possible projects for inclusion in the SPLOST referendum in substantial conformity with the requirements of Section 48-8-111(a) of the Act; and

WHEREAS, Section 48-8-111(a)(1) of the Act authorizes capital outlay projects that may be funded by the County or one or more "qualified municipalities" within the special district of the County; and

WHEREAS, the County and the City desire to execute an intergovernmental agreement memorializing their agreement on the levy of the SPLOST and the rate of such tax;

NOW THEREFORE, in consideration of the premises and undertakings hereinafter set forth, it is agreed by and between the County and the City as follows:

Section 1. Representation of the Parties. Each party hereto makes the following representations and warranties which are specifically relied upon by all other parties as a basis for entering this Agreement:

- (a) The County agrees that it will take all actions necessary to call an election, to be held in all the voting precincts in the County on March 16, 2021, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a SPLOST of one percent shall be imposed on all sales and uses subject to the sales and use tax in the special district of Dawson County, as authorized by the Act for 24 calendar quarters (six years) commencing on July 1, 2021 (the expiration of the current tax) for the purpose of funding specified Projects (hereinafter more fully referred to and defined). The amount of money to be raised by the SPLOST is estimated to be \$60 million.

(b) The City is a legally chartered municipal corporation as defined by law and judicial interpretation and is a “qualified municipality” as such term is defined in the Act. During a public meeting of its governing board, conducted in compliance with the Open Meetings Act, O.C.G.A. § 50-14-1, et seq., the City approved the execution of this Agreement.

(c) The County is a political subdivision of the State of Georgia created and existing under the Constitution and laws of the State. During a public meeting conducted in compliance with the Open Meetings Act, O.C.G.A. § 50-14-1, et seq., the County approved the execution of this Agreement.

(d) It is the intention of the County and the City to comply in all respects with O.C.G.A. § 48-8-110 et seq., and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-110, et seq.

Section 2. Conditions Precedent. The obligations of all parties under this Agreement are conditioned upon the following prior events:

(a) The adoption of a resolution by the Board of Commissioners of Dawson County authorizing the imposition of the SPLOST and the calling of the necessary election by the Dawson County Board of Elections and Registration, in accordance with the provisions of Section 48-8-111(a) of the Act.

(b) The approval of the SPLOST by a majority of the voters in the County voting in the election (for those purposes) to be held in accordance with the provisions of Section 48-8-111(b) through (e) of the Act.

(c) This Agreement is further conditioned upon the collection of SPLOST revenues by the State of Georgia Department of Revenue and its transfer of the same to the County.

Section 3. Rate of Tax; Estimated Amount; Effective Date and Term of the Tax. The SPLOST, subject to approval in an election to be held on March 16, 2021, shall be imposed at the rate of one percent (1%). The total estimated dollar amount is \$60,000,000.00 (sixty million dollars) (after deduction of collection fees by the State of Georgia Department of Revenue). The parties agree to split the amount actually collected on the following basis: 83% to the County and 17% to the City. The tax shall be imposed for a period of six (6) years with collections beginning on July 1, 2021.

Section 4. Effective Date and Term of This Agreement. This Agreement shall commence upon the date of its execution and shall terminate upon the latter of:

(a) The official declaration by the Board of Elections and Registration of Dawson County of the failure of the election described in this Agreement; or

(b) The expenditure by the County and the City of the last dollar of money collected from the SPLOST even if such expenditure is made after the expiration of the SPLOST.

Section 5. Projects, Priority and Order of Funding. All capital outlay projects, to be funded in whole or in part from SPLOST proceeds (the “Projects”), are listed in Exhibit A for the City and Exhibit B for the County which are attached hereto and made part of this Agreement. Within each party’s Project list, all Projects shall be deemed to have equal priority and the Projects may be funded in any order in the discretion of the responsible party. All Projects described herein shall be funded from proceeds from the SPLOST as provided in this Agreement, provided, however, that in the event that the actual proceeds are insufficient to fully fund the actual cost of all Projects, then each party shall have the sole discretion to reduce the scope of a Project in the event of a funding shortfall, and/or to eliminate the last-funded Project(s) if funding is insufficient. Neither party shall have the obligation to fund any project from non-SPLOST revenues.

Section 6. SPLOST Funds; Separate Accounts; No Commingling.

(a) A special fund or account shall be created by the County and designated as the 2021 Dawson County Special Purpose Local Option Sales Tax Fund (“County SPLOST Fund”). The County shall select a local bank which shall act as a depository and custodian of the County SPLOST Fund upon such terms and conditions as may be acceptable to the County.

(b) The City shall create a special fund to be designated as the 2021 Dawsonville Special Purpose Local Option Sales Tax Fund (“City SPLOST Fund”). The City shall select a local bank which shall act as a depository and custodian of the SPLOST proceeds received by the City upon such terms and conditions as may be acceptable to the City.

(c) All SPLOST proceeds shall be maintained by the County and the City in the separate accounts or funds established pursuant to this Section. Except as provided in Section 7, SPLOST proceeds shall not be commingled with other funds of the County or City and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST proceeds shall be placed in such accounts.

Section 7. Procedure for Disbursement of SPLOST Proceeds.

(a) Upon receipt by the County of SPLOST proceeds collected by the Georgia Department of Revenue, the County shall promptly deposit said proceeds in the County SPLOST Fund. The monies in the County SPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the County capital outlay projects listed in Exhibit B or, where applicable, disbursed to the City as provided in subsections (b) and (c).

(b) All funds received by the County from the Georgia Department of Revenue from the imposition of the SPLOST shall be apportioned by the County according to the figures provided herein. The figures set forth herein are binding and not subject to change or modification except upon written agreement by all parties. The County, following the deposit of the SPLOST proceeds in the County SPLOST Fund, shall, within 10 business days, disburse any SPLOST proceeds due to the City according to subsection (c) and the City shall promptly deposit such funds in the City SPLOST Fund. The monies in the City

SPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the Projects listed for the City in Exhibit A.

(c) The parties will divide the actual proceeds collected by allocating 83% to the County and 17% to the City. The parties understand that the distribution amounts listed in Exhibit A and Exhibit B are based on the assumption that the SPLOST raises the estimated amount of \$60,000,000.00 (sixty million dollars) after retention of fees by the Georgia Department of Revenue.

Section 8. Project Monitoring, Record-Keeping and Reporting, Audits.

(a) All parties to this Agreement shall promptly move forward with the acquisition, construction, equipage, and installation of the Projects in an efficient and economical manner and at a reasonable cost in conformity with all applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Projects.

(b) The governing authority of the County and the governing authority of the City shall comply with the requirements of O.C.G.A. § 48-8-121(a)(2), which requires that certain information be included in the annual audit of the County and the City. During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the County SPLOST Fund and the City's SPLOST Fund shall be audited annually by an independent certified public accounting firm. The County and City agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information. The City shall provide the County a copy of its annual audit, and the County shall provide the City a copy of the County's annual audit.

(c) The governing authority of the County and the governing authority of the City shall comply with the requirements of O.C.G.A. § 48-8-122, which requires the publication of annual reports concerning expenditures for the Projects.

(d) The County and City agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each Project undertaken by the County or City as required to fulfill the terms of this Agreement.

Section 9. Completion of Projects.

(a) The County and the City acknowledge that the costs shown for each Project described in Exhibit A and Exhibit B are estimated amounts.

(b) If a County Project has been satisfactorily completed at a cost less than the estimated cost listed for that Project in and Exhibit B, the County may apply the remaining unexpended funds to any other County Project in and Exhibit B.

(c) If a City Project has been satisfactorily completed at a cost less than the estimated cost listed for that Project in Exhibit A, the City may apply the remaining unexpended funds to any other City Project in Exhibit A.

(d) The County and the City agree that each approved SPLOST Project associated with this Agreement shall be completed or substantially completed within five years after the termination of the SPLOST collection period. Any SPLOST proceeds held by a County or City at the end of the five-year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of according to O.C.G.A. § 48-8-121(g)(2).

Section 10. Administration. The County shall administer the County SPLOST Fund to effectuate the terms of this Agreement.

Section 11. Default. The failure of any party to perform its obligations under this Agreement shall constitute an event of default.

Section 12. Liability for Noncompliance. The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations. In the event that the one party fails to comply with the requirements of the Act (O.C.G.A. § 48-8-110 et seq.), the other party shall not be held liable for such noncompliance. No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to, or waiver of, any future breach of the same.

Section 13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 14. Governing Law. This Agreement and all transactions contemplated hereby shall be governed by, and construed and enforced in accordance with the laws of the State of Georgia.

Section 15. Severability. Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

Section 16. Entire Agreement. This Agreement embodies and sets forth all the provisions and understandings between the parties relative to the Projects. There are no provisions, agreements, understandings, representations, or inducements, either oral or written, between the parties other than those hereinabove set forth. Any and all prior provisions, agreements, contracts or understandings, either oral or written, between the parties relative to the Projects are hereby rescinded and superseded by this Agreement.

Section 17. Amendments. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.

Section 18. Notices. All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or

served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

- (a) Dawson County Board of Commissioners
25 Justice Way, Suite 2313
Dawsonville, GA 30534
Attention: County Manager

- (b) City of Dawsonville
415 Highway 53 East, Suite 100
Dawsonville, GA 30534
Attention: City Manager

IN WITNESS WHEREOF, all parties hereto agree.

DAWSON COUNTY, GEORGIA

(COUNTY SEAL)

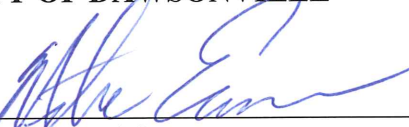
By: _____
Billy Thurmond, Chairman

Attest:

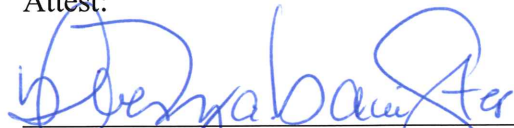
Kristen Cloud, County Clerk

Date

CITY OF DAWSONVILLE

By: 
Mike Eason, Mayor

Attest:


Beverly A. Banister, City Clerk



12/2/2020
Date

Exhibit A to IGA: City of Dawsonville SPLOST Draft VII Project List (17% of estimated \$60,000,000)

Category	Project	Description	Cost Estimate	Percentag
Public Safety	Fire Department	Ladder Truck (50%)	\$850,250.00	8.34%
	EMS	Ambulance (50%)	\$230,000.00	2.25%
	Sheriff's Office	Squad Vehicle (2)	\$100,000.00	0.98%
Roads, Streets, Bridges & Sidewalks	Road Improvements		\$3,300,000.00	32.35%
		Maple Street		
		Pearl Chambers Dr, Court, Way		
		Richmond Drive		
		Stegal Place		
		Stonewall subdivision		
		Rain Hill subdivision		
		Burt's Crossing I subdivision		
		Creekstone subdivision Phase I		
		Sidewalk improvements Intersection improvement		
Land Acquisition	Land Acquisition for various needs	Water/Sewer Easements	\$800,000.00	7.84%
		Farmer's Market expansion		
		Fairgrounds		
		Intersection improvements		
		Parking needs		
		Road improvements		
Water - Sewer Projects	Construct tertiary waste water plant	Expand sewage capacity	\$2,319,750.00	22.74%
	Upgrade wells, water lines, lift stations			
Public Works Facilities & Equipment	Public Works vehicles & equipment	New and replacement	\$200,000.00	1.96%
	Utility Department vehicles & equipment	New and replacement		
Parks & Recreation	Main Street Park Phases III & IV	Construct picnic shelters	\$1,000,000.00	9.80%
		Install fitness stations		
		Construct disk golf course		
		Park Amenities		
		Splash pad		
		Misc. trail/amenities		
		Construct maintenance facility		
		Construct bocce ball courts		
		Construct pickle ball facility		
		Fencing		
Downtown Revitalization	Downtown Beautification	Street scapes, planters, etc.	\$500,000.00	4.90%
	Additional Parking	Downtown parking		
	Public Restroom	Downtown restroom		
City Facilities	Building improvements	Building improvements	\$900,000.00	8.82%
	Parking	Parking improvements		
TOTAL SPLOST VII			\$10,200,000.00	99.98%

AGENDA
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, December 7, 2020
5:00 P.M.

1. **CALL TO ORDER:** Mayor Mike Eason called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Present were Councilmember John Walden, Councilmember Mark French, Councilmember Caleb Phillips, Councilmember Stephen Tolson, City Attorneys Dana Miles and Kevin Tallant, City Manager Bob Bolz, Deputy City Clerk Tracy Smith, Public Works Director Trampas Hansard, Planning Director David Picklesimer and Utilities Crew Chief Jacob Barr.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Phillips.
4. **ANNOUNCEMENTS:** Mayor Eason thanked everyone who came to the Christmas Tree Lighting and for the Chamber of Commerce and the City Staff who worked so hard to make it a successful event. He also thanked Loyte Bennet for his construction of the Santa sleigh used for photos. He noted the County has acquired a hook and ladder truck for Station 2, which is important for our community. The City was offering to provide half the funding; however, the City can also provide funding from our share of SPLOST for an additional engine to enhance coverage in the City. He reminded citizens that early voting starts in a few weeks.
5. **APPROVAL OF THE AGENDA:** Request made by Councilmember French to remove item 7e. Approve 2021 Renewal of Professional Services from the Consent Agenda; this will become item 12 on the agenda.

Motion to approve agenda as amended made by M. French; second by S. Tolson. 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, f, g, h) made by S. Tolson; second by J. Walden. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting and Work Session held November 16, 2020
 - Executive Session held November 16, 2020
 - Special Called Joint Meeting held November 17, 2020
 - Executive Session held November 17, 2020
 - b. Approve 2021 Edmunds GovTech Software Maintenance Agreement
 - c. Approve 2021 Equipment Lease Agreements for Printers
 - d. Approve 2021 Staff Appointments
 - **City Manager – Bob Bolz**
 - **City Clerk – Beverly Banister**
 - **Municipal Court Clerk – Beverly Banister**
 - **Deputy City Clerk – Tracy Smith**
 - e. Removed from Consent Agenda and Moved to Item #12
 - f. Approve 2021 Mayor and Council Board Designations and Compensation: **Authorize approval for payment of one meeting per month as designated when attended**
 - **Planning Commission – Caleb Phillips**
 - **Historic Preservation Commission – Mark French**
 - **Downtown Development Authority – Stephen Tolson**
 - **Family Connection – John Walden**
 - **Board of Health – Mark French**
 - **Animal Control Board – Caleb Phillips**
 - **Chamber of Commerce – Mayor or Mayor Pro-Tem**
 - **Dawsonville History Museum – Mayor**
 - **GMA – Mayor or Mayor Pro-Tem**
 - **GMRC – Mayor or Mayor Pro-Tem**

AGENDA
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, December 7, 2020
5:00 P.M.

- g. Approve 2021 Agreement with Municipal Court Judge
- h. Approve GMA Safety and Liability Management Grant: **Grant accepted in the amount of \$5,109.83**

BUSINESS

- 8. FY 2019-2020 AUDIT PRESENTATION AND APPROVAL:** Bryan St. Pierre, CPA from Alexander, Almand & Bangs, presented the audit report of the City's financial statements of the governmental activities for the fiscal year July 1, 2019 through June 30, 2020.

Motion to approve the financial statements as submitted by M. French; second by J. Walden. Vote carried unanimously in favor.

- 9. REVIEW OF CITY LEASES:** A request was made by Mayor Eason for City Manager Bolz and Councilmember Tolson to review the leases of the three City rental properties and present a recommendation at the December 21, 2020 meeting.

- 10. RENEWAL OF VAPE LICENSES:** Planning Director Picklesimer presented the licenses to be renewed.

Motion to approve the renewal of the 2021 Vape Licenses made by C. Phillips; second by S Tolson. Vote carried unanimously in favor.

- 11. DDA RECOMMENDATION FOR GRANT DISBURSEMENT:** Councilmember Tolson spoke on the recommendation from the DDA to make an exception for grant disbursement as requested by the Dawsonville History Museum for their approved grant funding to be disbursed in two payments.

Motion to allow an exception to the DDA Grant Guidelines for an interim payment of funds upon receipt of related invoices of the approved project and inspection to be made of the progress of the project by a DDA member before disbursement made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor.

- 12. APPROVE 2021 RENEWAL OF PROFESSIONAL SERVICES:** Councilmember French asked if there were any changes in rates; City Manager Bolz stated there were none.

Motion made by C. Phillips to approve the renewal of professional services as presented below:

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

Second by S. Tolson. Councilmember French stated in his opinion legal has on multiple occasions exhibited prejudice against a seated Councilmember and he cannot support a law firm that would do so do a seated Councilmember. Vote carried three in favor (Phillips, Tolson, Walden) and one opposed (French)

EXECUTIVE SESSION:

At 5:39 pm a motion to close regular session and go into executive session for Personnel was made by M. French; second by J. Walden. Vote carried unanimously in favor.

At 6:07 p.m. a motion to close executive session and resume regular sessions was made by J. Walden; second made by S. Tolson. Vote carried unanimously in favor.

AGENDA
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, December 7, 2020
5:00 P.M.

ADJOURNMENT:

At 6:10 pm a motion to adjourn the meeting was made by M. French; second by J. Walden. Vote carried unanimously in favor.

Minutes approved at the December 21, 2020 City Council meeting

By: CITY OF DAWSONVILLE

Mike Eason, Mayor

Caleb Phillips, Councilmember Post 1

Stephen Tolson, Councilmember Post 2

John Walden, Councilmember Post 3

Mark French, Councilmember Post 4

Attested: _____
Beverly A. Banister, City Clerk



**DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8**

SUBJECT: APPROVE CONTRACT AND BUDGET AMENDMENT FOR LASERFICHE SOFTWARE

CITY COUNCIL MEETING DATE: 12/21/2020

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 APPROVAL OF A CONTRACT FOR LASERFICHE SOFTWARE THROUGH MCCi AND APPROVE A BUDGET AMENDMENT FROM GENERAL FUND RESERVES IN THE AMOUNT OF \$19,152.50 TO PAY FOR THE PROJECT

HISTORY/ FACTS / ISSUES:

THE CITY OF DAWSONVILLE HAS NO RECORDS MANAGEMENT SOFTWARE AND IT IS OFTEN A DIFFICULT TASK TO RETRIEVE INFORMATION AND RECORDS IN A TIMELY MANNER. I HAVE ATTEMPTED TO CATEGORIZE AND INVENTORY THE CITY RECORDS BUT RETRIEVAL STILL REMAINS A MAJOR ISSUE. LASERFICHE SOFTWARE WILL ALLOW FOR CONSISTENT CATEGORIZATION AND INVENTORY OF ALL RECORDS AND AN OPTIMAL SEARCH FEATURE.

I RESEARCHED THREE COMPANIES AND PARTICIPATED IN DEMOS WITH ALL OF THEM AND ALSO REACHED OUT TO MY CLERK NETWORK TO RECEIVE RECOMMENDATIONS. I FOUND THE LASERFICHE SOFTWARE THROUGH MCCi TO BE THE BEST PRODUCT FOR THE CITY. IT WAS ALSO THE EASIEST TO UNDERSTAND AND PRESUMABLY, TO USE. SET UP, TRAINING AND ONGOING ASSISTANCE IS ALSO CRUCIAL AND THEIR SOFTWARE PACKAGE INCLUDES ALL OF IT. DESPITE THE HIGHER COST, I FOUND THIS TO BE THE MOST BENEFICIAL PRODUCT FOR THE CITY.

1. NEXUS IMAGING SOLUTIONS
 - Total Project Cost: \$5,100.00
 - Recurring Annual Subscription: \$3,000
2. AMERICAN DOCUMENT SECURITIES, INC.
 - Total Project Cost: \$12,372.00
 - Recurring Annual Subscription: \$3,372
3. MCCi
 - Total Project Cost \$19,152.50
 - Recurring Annual Subscription: \$3,695

THERE IS NO STATE CONTRACT FOR RECORDS MANAGEMENT SOFTWARE, HOWEVER, MCCi WAS AWARDED THE NATIONAL CONTRACT FOR GOVERNMENT PURCHASING AND THIS PRICE IS REFLECTED IN THE QUOTE.

OPTIONS:

APPROVE, AMEND OR DENY

REQUESTED BY: Beverly Banister, City Clerk

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 60197

INITIAL LASERFICHE AVANTE SYSTEM ORDER

Pursuant to Master Services Agreement No. 60197 ("**Agreement**");

This Initial Laserfiche Avante System Order, designated as Addendum No. 1 is entered into as of _____, 2020 ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

DAWSONVILLE, GA ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRICING: LASERFICHE AVANTE



3717 Apalachee Parkway, Suite 201
 Tallahassee, FL 32311
 850.701.0725
 850.564.7496 fax

Ship and Bill to: Beverly Banister
beverly.banister@dawsonville-ga.gov

Client Name: Dawsonville, GA

Order Date: November 18, 2020

Quote Number: 18191

Quote Type: Net New

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>NCPA 11-26</i>	<i>Total</i>
<u>CONTENT SERVICES SOFTWARE LICENSING FOR AVANTE</u>				
<input checked="" type="checkbox"/> Laserfiche Avante Server for SQL Express with Workflow	1	\$1,500.00	\$1,395.00	\$1,395.00
<input checked="" type="checkbox"/> Laserfiche Avante Named Full User with Web Client	2	\$600.00	\$558.00	\$1,116.00
<input checked="" type="checkbox"/> Laserfiche Avante Starter Audit Trail	2	\$50.00	\$46.50	\$93.00
<i>Laserfiche Software Subtotal</i>				<i>\$2,604.00</i>

GRAND TOTAL - ONE-TIME SOFTWARE	\$2,604.00
--	-------------------

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>NCPA 11-26</i>	<i>Annual Total</i>
<u>LASERFICHE ANNUAL SOFTWARE SUPPORT - BASIC</u>				
<input checked="" type="checkbox"/> Laserfiche Avante Server for SQL Express with Workflow	1	\$300.00	\$270.00	\$270.00
<input checked="" type="checkbox"/> Laserfiche Avante Named Full User with Web Client	2	\$120.00	\$108.00	\$216.00
<input checked="" type="checkbox"/> Laserfiche Avante Starter Audit Trail	2	\$10.00	\$9.00	\$18.00
<i>Laserfiche Annual Recurring Software Support Subtotal</i>				<i>\$504.00</i>

<u>MCCI ANNUAL SUBSCRIPTION</u>				
<input checked="" type="checkbox"/> Laserfiche PowerPack by MCCI Subscription <i>Requires dedicated Full Named User.</i>	1	\$1,000.00	\$950.00	\$950.00
<input checked="" type="checkbox"/> Training Center for Laserfiche (1-4 Users)	1	\$495.00	\$495.00	\$495.00
<input checked="" type="checkbox"/> MCCI SLA for Laserfiche (1-4 Users)	1	\$400.00	\$360.00	\$360.00
<i>MCCI Annual Recurring Subscription Subtotal</i>				<i>\$1,805.00</i>

MCCI SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION

<input checked="" type="checkbox"/>	Managed Support Services for Laserfiche	1	\$1,386.00	\$1,386.00	\$1,386.00
-	<i>Client needs are estimated based on the current components provided herein: up to 10 hours that will expire at the end of your renewal term.</i>				
	MCCi Supplemental Support Services Annual Recurring Subscription Subtotal				\$1,386.00

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION	\$3,695.00
--	-------------------

For budgetary purposes, the Client should include \$3,695.00 annually for renewal of the items above. If you subscribe to MCCi's Training Center or SLA, additional user licenses may increase its cost at the time of your next annual renewal. Sales tax will be invoiced where applicable and is not included above.

Service Description:	Qty.	Unit Cost	NCPA 11-26	Total
MCCi SERVICE PACKAGES				
<input checked="" type="checkbox"/> Implementation Services Package <i>Cost is based on the current components provided herein. MCCi's certified personnel will administer these services to assist Client with implementing the software/subscription components purchased.</i>	1	\$1,640.00	\$1,558.00	\$1,558.00
<input checked="" type="checkbox"/> Laserfiche Installation Package for Avante	1	\$5,125.00	\$4,868.75	\$4,868.75
<input checked="" type="checkbox"/> Laserfiche PowerPack by MCCi Installation and Configuration Package	1	\$1,025.00	\$973.75	\$973.75
<input checked="" type="checkbox"/> Laserfiche Filing Workflow Configuration <i>Up to 15 Document Types.</i>	1	\$4,100.00	\$3,895.00	\$3,895.00
<input checked="" type="checkbox"/> Laserfiche Training Services, Remote Per Day <i>Workflow training and installation excluded.</i>	1	\$1,640.00	\$1,558.00	\$1,558.00
Service Packages Subtotal				\$12,853.50

GRAND TOTAL - ONE-TIME SERVICES	\$12,853.50
--	--------------------

TOTAL LASERFICHE PROJECT COST	\$19,152.50
--------------------------------------	--------------------

All Quotes Expire in 30 Days

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal and will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to Client. No more than once per year, MCCi may adjust its recurring annual services to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All service packages include remote time due to COVID-19. If circumstances change to allow onsite services to be performed, a new quote must be requested.

PRODUCT ORDER & BILLING TERMS

PRODUCT ORDER

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	<ul style="list-style-type: none">▪ Initial System Implementations: Post Project Kick-Off.

BILLING

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	<ul style="list-style-type: none">▪ Initial Sale: Upon delivery of software or activation of the subscription.▪ Annual Renewal: 75 days in advance of expiration date.
Service Packages	<ul style="list-style-type: none">▪ Upon delivery completion and Client acceptance.

MCCi shall not send any invoices, nor claim payment, for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be included where applicable and is NOT included in the Pricing section.

SUPPLEMENTAL SUPPORT & ANNUAL SUBSCRIPTION PACKAGES

As your first-tier solution provider, MCCi provides multiple options for technical support. Your annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi Managed Support Services (MSS) or Process Administration Support Services (PASS) packages are strongly encouraged to be included with every renewal.

LASERFICHE

	Managed Support Services
	MSS
Easy access to our team of Certified Technicians for application break/fix support issues (i.e. error codes, bug fixes, etc.) ⁺	■
Remote access support through GoToMeeting ⁺	■
Access to product update version and hotfixes (Client Download) ⁺	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums ⁺	■
Software/support credit eligible for Laserfiche platform changes ⁺⁺	■
Additional Remote Basic Training	■
Additional System Settings Consultation	■
Assistance with Implementation of Version Updates	■
Annual Review of Administration Settings	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■
Configuration and maintenance of <i>basic</i> business processes utilizing Laserfiche Forms and Workflow	
Configuration of Laserfiche Quick Fields sessions	
Basic Records Management Module Overview Training	
Administration Configuration Services	
Dedicated Certified Professional	
Proactive recurring consultation calls upon Client's request	
Annual Review of business process configurations	
Institutional Knowledge of Your Solution	
Maintenance of MCCi/Client configured <i>complex</i> business processes	
Ability to schedule after-hours migrations/upgrades Monday-Friday 8 am to 10 pm EDT and Saturday-Sunday from 12 pm to 4 pm EDT	
Basic JavaScript, CSS and Calculations for Laserfiche Forms [*]	

⁺ Client's Support/Subsription Renewal includes these benefits, regardless of whether a supplemental package is owned.

^{*} Excludes development of new integrations, large-scale development projects, and SQL queries.

^{**} **Hours:** MCCi allows clients to use their hours for a multitude of services, as long as a request will not start a service that cannot be completed. None of the packages listed above are intended to be utilized for configuration of a new *complex* business process. In those instances, a separate SOW is required.

LASERFICHE SUPPORT/SUBSCRIPTION

Client's Laserfiche Support/Subscription Renewal covers:

- **BREAK/FIX SUPPORT**
Our team of Certified Support Technicians will assist with break/fix issues including the resolution of error codes, bugs, etc.
- **CONTINUED EDUCATION**
Your renewal grants you access to continued education through Webinars, User Groups, Seminars and more!
- **REMOTE ACCESS SUPPORT**
Our Support Technicians can access your system remotely to resolve issues, saving both time and money.
- **LASERFICHE SITE ACCESS**
You will have 24/7 access to the Laserfiche support site, which includes whitepapers, case studies, etc. You also have access Laserfiche answers, an online discussion forum. Ask questions and gain advice for other Laserfiche users, staff, and solution providers.
- **ACCESS TO VERSION UPDATES**
Your Laserfiche renewal covers access to download the version updates for your software/subscription.
- **SOFTWARE/SUPPORT CREDIT****
When upgrading or trading in perpetual licensing, you will receive a one-time credit of the software and remaining prepaid support. When moving to Cloud/Subscription, you will receive a one-time credit of the remaining prepaid support.

PACKAGE DESCRIPTIONS

BUSINESS PROCESS DEFINITIONS

A Workflow, Forms, or Quick Fields process that automates or streamlines an organization-specific process.

- **BASIC:** A business process requiring minimal configuration and virtually no institutional knowledge, allowing a MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process.
- **COMPLEX:** A large business process with extensive configuration that is absolutely mission critical to the organization.
 - *EXAMPLES:* Large accounts payable process with a high volume of transactions, approval steps, database lookups, etc. Complex business processes require MCCi's Application Support Analyst to have institutional/process knowledge to configure the process.
 - For new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with your Account Executive or Account Manager.

CLIENT RESPONSIBILITIES (ALL PACKAGES)

- Configuration/maintenance of backups and any general network, security, or operating system settings outside of your solution (Laserfiche, ABBYY, Blue Prism)
- Management and creation of retention policies related to Records Management Module
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary
- Providing remote access capabilities as needed. If Client requests MCCi to have unattended access, Client assumes all responsibility for the related session(s). Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- For **MSS 2, PASS & PASS 2**, create/provide process diagrams (and any other necessary paperwork/examples)

MANAGED SUPPORT SERVICES (MSS)

MCCi's **MSS** package provides additional training and assistance to Client's administrator and users. Pricing for the advanced block of hours is based on MCCi's Support Technician hourly rate discounted by 10%. The number of hours

included is based on active products and will expire on the same date as your annual renewal. **MSS** can be used for the following:

- **ADDITIONAL REMOTE TRAINING**

Additional web-based training is conducted to train new users or as refresher training for existing users.

- **ADDITIONAL SYSTEM SETTINGS CONSULTATION**

MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.

- **REMOTE IMPLEMENTATION OF VERSION UPDATES**

While your renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of **MSS**, MCCi is at your service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on complexity and Client's specific configurations, major software upgrades may or may not be covered and should be discussed with your Account Management Team.

- **ANNUAL SYSTEM REVIEW & ANALYSIS**

MCCi will access your system to review how your organization uses your solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by Client.

- **LASERFICHE CERTIFICATIONS**

Priority offering of complimentary Laserfiche certifications, based on availability.

- **LASERFICHE CONFERENCE REGISTRATION**

Priority offering of complimentary Laserfiche Empower registration, based on availability.

- **ABBYY USER, GROUP, IMPORT PROFILE, AND BATCH UPDATES**

MCCi will create or update users or groups, import profiles or batches within your ABBYY solution.

SERVICE PACKAGES

IMPLEMENTATION SERVICES PACKAGE

MCCi's certified personnel will administer these services to assist Client with implementing the software/subscription components purchased.

MCCi DELIVERABLES

Professional Services may include any of the following for the purchased components:

- Project management associated with the proposed solution:
 - Outlining requirements
 - Setting expectations for project success
- Assistance with basic repository configuration and user account setup (Laserfiche only)
- Basic configuration of all software components and remote installation as needed
- Review of implemented solution

LASERFICHE INSTALLATION PACKAGES

CLIENT DELIVERABLES

- Install SSL/TLS Certificates
- Open necessary Firewall ports
- Grant remote server access to MCCi to perform installation

MCCi DELIVERABLES

- Install and configure one instance of each application in one environment (i.e. Test, Dev, Staging, QA, etc.) as outlined in MCCi Assumptions

EXCLUSIONS

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Training

LASERFICHE POWERPACK BY MCCi INSTALLATION AND CONFIGURATION PACKAGE

MCCi DELIVERABLES

- Install and configure PowerPack

LASERFICHE FILING WORKFLOW CONFIGURATION

MCCi's Laserfiche Filing Workflow Configuration Services are designed to be highly collaborative. The goal is to provide a customized process that allows your organization to archive specified records in a proper format and location that is consistent with your organization's standards. To execute, MCCi's team of expert Project Managers and System Engineers will work with Client's Project Manager to build a Business Process in Client's Laserfiche environment.

CLIENT DELIVERABLES

- Provide MCCi with a mapped out narrative and flowchart of the specified business process
- Thoroughly define each resource and activity in the business process, including any exceptions
- Respond in a timely fashion to questions posed by MCCi's Business Process Configuration team
- Appointment of Client Project Manager
- Availability of IT resources as needed and end-users for interviews and Business Process testing
- Required Laserfiche software licensing

MCCi DELIVERABLES

- Configure a Laserfiche Workflow including (Up To 15 Documents) for archival
 - Includes renaming of documents and routing to appropriate folder structure
- Provide MCCi Project Manager for consultation

LASERFICHE TRAINING SERVICES

Client is provided with instructor-led Laserfiche training, hands-on, or train-the-trainer.

SYSTEM ADMINISTRATION TRAINING

- Client and Server Installation
- Records Management
- System Settings
- Troubleshooting Procedures
- Users and Groups – Active Directory/SAML
- Document Relationships
- Back Up Procedures
- Technical Support Overview
- Volumes
- Templates
- Security
- Tags

FULL USER TRAINING

- Introduction to Laserfiche
- OCR and Full Text Indexing
- Briefcases and Migrating
- Extracting a Document
- Folders and the Folder Browser
- Searching & Annotations
- Scanning and Importing
- Index Card/Templates
- Document Display
- Security
- Customize Laserfiche
- Volumes

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of our packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

DATA/SERVER MIGRATIONS

MCCi is not responsible for the accuracy of existing indexing data and/or image quality, such as errors on the media, image file corruption, data file corruption, orphaned records, encrypted data, non-supported proprietary formats or other errors that are not controllable by MCCi.

RETURN POLICY

Any product returns are reliant on Manufacturer's return policy.

LASERFICHE ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

HARDWARE REQUIREMENTS & INSTALLATION

Client is responsible for ensuring they meet the recommended hardware requirements, which are available upon request. One of each of the following components will be installed as part of your Laserfiche solution by default unless your pricing, Statement of Work, or written correspondence with you states otherwise:

LASERFICHE RIO

- Laserfiche Server
- Windows Client & Administration Console
- Web Access/Client*
- Mobile
- Federated Search*
- Import Agent (if purchased)
- Directory Server (LFDS)*
- Workflow
- Forms*
- Discussions*
- Audit Trail

LASERFICHE AVANTE

- Laserfiche Server
- Windows Client & Administration Console
- Web Access/Client*
- Mobile
- Audit Trail (if purchased)
- Directory Server (LFDS)*
- Workflow
- Forms*
- Import Agent (if purchased)

LASERFICHE SUBSCRIPTION

- Laserfiche Server
- Windows Client & Administration Console
- Web Access/Client*
- Mobile
- Federated Search*
- Import Agent
- Directory Server (LFDS)*
- Records Management (Business tier)
- Workflow (Professional/Business only)
- Forms* (Professional/Business only)
- Audit Trail

*Requires SSL/TLS Certificate. Client is responsible for acquiring and installing prior to Laserfiche implementation.

Note: Configuring a test environment, setting up an external DMZ, and/or setting up failover/load balancing are not included by default and must be detailed and priced in Statement of Work to be implemented.

LASERFICHE END USER LICENSE AGREEMENT (EULA)

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche EULA, which can be found at <https://www.laserfiche.com/eula/home/>.

- By accepting this Order, Client acknowledges Laserfiche's EULA and agrees to abide by its terms and absolve MCCi of any Laserfiche product-related liability.

LASERFICHE SOFTWARE ASSURANCE PLAN (LSAP)

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed.

ACTIVE LSAP BENEFITS INCLUDE:

- Easy access to our team of Laserfiche Gold Certified Support Technicians
- Remote desktop support through GoToMeeting

- Free Laserfiche version downloads
 - Access to continued education through Webinars, User Groups, and Seminars
 - Continued access to your Subscription environment (if applicable)
 - 100% upgrade credit* for your existing software (in the event of a platform upgrade)
- * Excludes moves to Subscription or Cloud

LASERFICHE LATE PAYMENT POLICY

- If payment is not received before your Renewal Date, your Laserfiche support expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- If your on-premises support expires, your access to the Laserfiche website and Laserfiche technicians will no longer be available until payment is received.
- If your Subscription (if applicable) support expires, your access to Laserfiche will be turned off after 30 days and your access to the Laserfiche website, and Laserfiche technicians will no longer be available until payment is received.
- If your support expiration is just due to a late payment, you will still be able to access MCCi Support Technicians for 30 days.
 - However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until your support is renewed.

REINSTATEMENT FEES

- After your support has been expired for 30 days, Laserfiche will move your renewal date and will apply reinstatement fees.
 - Fees = 10% of Annual LSAP Total multiplied by the number of expired months

POLICIES

- All maintenance/subscriptions are prepaid and non-refundable.
- One year of LSAP must be purchased for all new products.
- *For new systems:*
 - The support date is set 30 days after MCCi submits software order to Laserfiche.
- *For platform upgrades to Avante or Rio:*
 - The support date is set immediately upon MCCi submitting software order to Laserfiche.
 - Remaining months of LSAP can be applied toward the new purchase.
 - To receive any available software credit for existing platform software at the time of the upgrade, Client's LSAP must be active (i.e. support/maintenance has not expired).
- *For product upgrades:*
 - To receive any available software credit for existing platform software at the time of the upgrade, Client's LSAP must be active (i.e. support/maintenance has not expired) and the support date is prorated to match Client's existing support date.
- *For moves from on-premises platforms to Subscription:*
 - Credits are not available when moving to Laserfiche Subscription licensing options from an alternative Laserfiche licensing model.
- *For additional software:* the support date is prorated to match Client's existing support date.
- *For Subscription licensing renewals:*
 - The support will automatically renew unless Laserfiche is notified of intent to cancel at least 30 days prior to the renewal date.

- If your Laserfiche Subscription invoice remains outstanding 30 days after the renewal date, the entire Laserfiche system will be deactivated.
- The Subscription renewal invoice will be sent 75 days prior to the anniversary date.

INTEGRATIONS

Third-party Laserfiche integrations or utilities may consume one or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by Client and considered in the user licensing purchased.

LASERFICHE SOLUTION PROVIDER OF RECORD

As your current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Solution Provider that can download software licenses and activations for you. Unless you decide to cancel your contract with MCCi or work with Laserfiche to formally change your Laserfiche Solution Provider of Record, future software purchases, upgrades, and support renewals will be processed and provided solely by MCCi.

LASERFICHE RIO SHARED SERVICES PROVISIONS

The Host Entity is the owner of the Laserfiche licensing and is registered as such with MCCi and Laserfiche corporate. For Laserfiche corporate licensing rules, there can only be one licensed entity per Laserfiche Rio platform. Licensing is non-transferrable. Additionally, the Host Entity is responsible for cost allocation among the other entities that are utilizing its Laserfiche Rio Platform and for being the main point of contact for support provided through MCCi. The account can only be renewed once all entities have paid for the full LSAP.

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally, without MCCi's help. MCCi is not responsible for any damages caused by the user's customization of the system. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to Laserfiche may affect any customizations made by the user. If MCCi's help is required to correct/update any customizations made by Client, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

MASTER SERVICES AGREEMENT NO. 60197

This Master Services Agreement No. 60197 ("**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, and its Affiliates with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**MCCi**") and Client (defined herein). MCCi and Client may each be referred to individually herein as "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. It is agreed that Client's Affiliates shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

MCCi and Client may develop and enter into one or more sales orders, attached herein or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client (each, and as modified in writing by the Parties, an "**Order**"). MCCi will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by MCCi to Client (the "**Deliverables**"), and the acceptance criteria for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. To the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (collectively, "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional compensation by MCCi, until Client and MCCi have agreed in writing to change the terms of an applicable Order, or to execute a new Order, as appropriate.

2. Fees

Client shall pay to MCCi the fees and other compensation set forth in each Order. By executing the applicable Order, Client acknowledges their pre-approval for any Order Expenses quoted. Unless otherwise specified, Client will also reimburse MCCi for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by MCCi in connection with the Services ("**Order Expenses**"). If relevant, MCCi will follow Client's expense policy, to the best of its ability. If a dispute occurs regarding MCCi's billing of Order Expenses in conformity with Client's expense policy and greater than five percent (5%) of a specific bill, such dispute will be subject to investigation and correction; otherwise Client agrees to reimburse MCCi for the full amount of expenses billed. The Client acknowledges that it may incur expenses due to circumstances such as non-refundable airline tickets, training/install charges, hotel reservations, rental cars, etc., in the event that i) Client cancels or reschedules the event, after MCCi has made these arrangements; or ii) If Client site/team is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform Deliverables.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. In the event that MCCi is reselling a license and/or subscription to a third-party product to Client with at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. To the extent that Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to MCCi within 15 days of notice of such increase. Upon receipt of such notice, MCCi will cancel Client's license and/or subscription to the third-party licensed product.

3. Invoicing and Payment

Unless otherwise stated in an Order, MCCi will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless MCCi has been informed by said due date that an invoice is being contested and the reason therefore, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to MCCi under this Agreement or any other Agreement between the Parties, exclusive of taxes based on MCCi's net income or net worth, and understands and accepts that any pricing defined in an Order does not include such taxes.

All recurring software maintenance support, subscriptions, and/or other service packages ("**Recurring Services**") will automatically renew and be billed unless Client has terminated the Agreement per Section 4 below or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services. Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for a one (1) year period and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after one Party notifies the other in writing that they are in breach or default of this Agreement, unless the negligent Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period.

In all events, Client shall be liable for full payment for Services and reimbursement of MCCi's expenses incurred through the effective date

MASTER SERVICES AGREEMENT NO. 60197

of termination. If Client cancels or puts on hold an Order between completed milestones, MCCi will invoice Client for a pro-rated share of the uncompleted milestone(s) for Services performed through the date of such termination or delay.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Client's premises, Client shall provide the following to MCCi Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition of, or correction of any hardware or software problems that would affect the performance of Services; and (iv) any other items set forth in each Order.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services will, on reasonable notice: (i) be available to assist MCCi Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with the Order.

6. MCCi Personnel

Neither MCCi nor its Personnel are or shall be deemed to be employees of Client but rather as independent contractors. MCCi shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the employment of such personnel.

In addition, MCCi shall be responsible for all acts or omissions of its Personnel. MCCi will also not discriminate in the referral or hiring of MCCi Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by state, federal, and local laws.

MCCi may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with MCCi employees "**Personnel**"). MCCi affirms to Client that these resources will adhere to and are subject to the same representations made by MCCi throughout this Agreement.

Upon receipt of notice from Client that any MCCi Personnel is not suitable, MCCi shall remove such person from the performance of Services and will provide a qualified replacement as quickly as possible.

Unless a particular MCCi Personnel member has been identified as a key resource to the relevant Order, MCCi at its sole discretion may reassign, if and as necessary, other appropriately qualified MCCi Personnel to the relevant Order as long as such assignment will not affect MCCi's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party shall be deemed to be a legal representative of the other nor has any authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

Each Party agrees not to directly or indirectly solicit, offer employment to, or accept any services outside of this Agreement from any employee or independent contractor of the other Party who provided services for the non-soliciting Party within the previous twelve (12) months, during the term of this Agreement, and for twelve (12) months thereafter. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment at such Party (including its affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its affiliates) regarding employment opportunities. The current employing Party, in its sole discretion, may waive this provision in writing for an individual. In consideration for such waiver, other Party agrees to pay a placement fee equal to fifty percent (50%) of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of MCCi providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the Services provided under this Agreement. The Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by MCCi to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, title to all materials, products and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCi under any Order (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCi shall retain a non-exclusive, royalty-free, world-wide, perpetual

MASTER SERVICES AGREEMENT NO. 60197

license to use, sell, modify, distribute and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCI shall not use or disclose any Client Confidential Information or Deliverables unique to or owned by Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCI agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 8. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, MCCI shall immediately turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCI software, including but not limited to any proprietary code (source and object), which is subject to third-party license agreements with MCCI; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which MCCI had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information (as hereinafter defined) of Client conveyed to MCCI. To the extent that any portion of the Deliverables includes information or material that falls within the exceptions to property of Client described in Subsection (iii) above, MCCI shall be deemed to have granted Client a paid up, world-wide, non-exclusive license to use any such information or material imbedded in the Deliverables for its internal business needs and a non-exclusive license to make copies thereof for use only in its and its affiliates' facilities, subject to third party license agreements, if any. Should MCCI, in performing any Services hereunder, use any computer program, code or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), MCCI shall retain any and all rights in such Pre-existing Work. MCCI hereby grants Client a paid up, world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

Client understands and agrees that MCCI may perform similar services for third Parties using the same personnel that MCCI may use for rendering Services for Client hereunder, subject to MCCI's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that MCCI, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then MCCI shall safeguard this information in accordance with these laws. MCCI may disclose Personal Information for business purposes only on a need-to-know basis and only with (i) MCCI Personnel, (ii) any third party service providers that has agreed to

safeguard Personal Data in a like manner as MCCI safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. MCCI may disclose Personal Data when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. MCCI shall have no duty to notify Client of such compliance with law. MCCI takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Data and to prevent its unauthorized use or disclosure. To the extent that MCCI experiences a Security Breach as defined under the State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, MCCI shall notify Client in writing within five (5) business days of discovering such Security Breach.

11. Warranty

(a) Services Warranty.

MCCI warrants that all Services shall be performed by personnel with relevant skill sets and familiar with the subject matter for the Order in a professional, competent and workman-like manner.

MCCI's delivery of a Deliverable to Client shall constitute a representation by MCCI that it has conducted a review of the Deliverable and believes it meets the written specifications set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon specifications, Client shall have five (5) business days after MCCI's submission to give written notice to MCCI specifying the deficiencies in reasonable detail. MCCI shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCI shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

MCCI does not warrant that the Services or Deliverables will be uninterrupted or error-free, provided that MCCI shall remain obligated pursuant to this Section 11. If the Services fail to conform to the foregoing warranty in any material respect, Client's initial remedy will be for MCCI, at its expense, to promptly use commercially reasonable efforts to cure or correct such failure. Upon failure of the foregoing, Client's remedies, and MCCI's entire liability, as a result of such failure, shall be subject to the limitations set forth in Section 12 below. The foregoing warranty is expressly conditioned upon (i) Client providing MCCI with prompt written notice of any claim thereunder prior to the expiration thereof, which notice must identify with particularity the non-conformity; (ii) Client's full cooperation with MCCI in all reasonable respects relating thereto, including, in the case of modified software, assisting MCCI to locate and reproduce the non-conformity; and (iii) with respect to any Deliverable, the absence of any alteration or other modification of such Deliverable by any person or entity other than MCCI. The Parties acknowledge and agree that this Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code of any State having jurisdiction. MCCI also does not warrant any third-party products procured on behalf of Client, and if there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, MCCI DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER

MASTER SERVICES AGREEMENT NO. 60197

SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other services performed by MCCi relating to such claim on a time and materials basis at MCCi's then standard billing rates.

(b) General Warranty.

MCCi shall perform the Services in compliance with all applicable international, federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations and laws governing payments to and relationships with healthcare professionals, including 42 U.S.C. §1320a-7b(b); (ii) federal Food and Drug Administration laws, regulations and guidance, including the federal Food, Drug and Cosmetic Act and the Prescription Drug Marketing Act, (iii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iv) the Foreign Corrupt Practices Act of 1977, and the UK Bribery Act, the 1997 OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and (v) international, federal and state privacy and data protection laws, including, but not limited to, the relevant European Union directives, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, Chapter 93H of The Massachusetts General Laws and its implementing regulations, 201 CMR 17.00, and Cal. Civ. Code § 1798.80-.84 (collectively, "**State Data Protection Laws**").

12. Indemnification and Limitation of Liability

- For bodily injury or personal property damage arising out of the indemnifying Party's performance within the scope of its responsibilities under this Agreement.
- A breach of such the Indemnifying Party's obligations with respect to confidentiality
- A breach by the Indemnifying Party of applicable laws.
- Caused by negligent acts, omissions or willful misconduct of the Indemnifying Party.

(a) MCCi Indemnification.

MCCi shall defend, indemnify and hold Client harmless against Claims made or brought against Client by a third party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (x) is based on information or requirements furnished by Client, (y) is the result of a modification made by a party other than MCCi, or (z) arises from use of a Deliverable in combination with any other product or service not provided by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to

replace or modify the Deliverable so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Indemnification Procedure.

Each indemnified Party shall give the indemnifying Party (a) prompt written notice of the Claim; (b) sole control of the defense and settlement of the Claim (provided that the indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability); and (c) at indemnifying Party's cost, all reasonable assistance.

(c) Limitation of Liability.

In no event shall either Party be liable for special, exemplary, incidental, or consequential damages (including, without limitation, lost revenues, profits, savings or business) or loss of records or data, whether or not the possibility of such damages has been disclosed to such Party in advance or could have been reasonably foreseen by such Party, and whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise. Except for a Party's indemnification obligations, each Party's maximum aggregate liability for all claims, losses or other liability arising out of, or connected with, this Agreement, the Services contemplated hereunder or Client's use of any such Services or Deliverables, and whether based upon contract, warranty, strict liability, tort (including, without limitation, negligence), or otherwise, shall in no case exceed the aggregate amounts paid to MCCi by Client under the applicable Order, giving rise to such claim during the last six (6) months. Each Party's entire liability and Client's remedies under this Agreement shall be subject to the limitations contained in this Section 12. The limitations on warranty and liability specified in Sections 11 and 12 hereof will survive and apply even if any limited remedy herein is found to have failed of its essential purpose.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, MCCi shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Errors and Omissions: \$1,000,000 per occurrence
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

14. Notices

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

MASTER SERVICES AGREEMENT NO. 60197

If to MCCI
MCCI, LLC
3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
Attn: Legal Department
Email: legal@mccinnovations.com

If to Client:
Dawsonville, GA
415 Highway 53 East
Dawsonville, GA 30534
Attn: Beverly Banister

Neither Party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any Party or entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such Party, if the succeeding party or entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

15. Miscellaneous

(a) 3rd Party EULA Provisions.

Client acknowledges that they are responsible for adhering to any 3rd party End User License Agreements ("EULA"), whether supplied by MCCI as a convenience or not, for any products procured on behalf of Client by MCCI.

(b) Use of Open Source Code.

Except as disclosed in the Order, MCCI does not distribute nor otherwise use any open source or similar software in a manner that would obligate MCCI to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "Open Source" shall mean any software or other Intellectual Property that is distributed or made available as "open source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source Materials includes software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without MCCI's help. MCCI is not responsible for any damages caused by Client's customization of the software. MCCI will not be held responsible for correcting any problems that may occur from these customizations.

(d) MCCI Software Configuration Services.

Client may elect to contract with MCCI to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to MCCI for any damages that could be related to these software configurations.

(e) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(f) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit MCCI's records to verify MCCI's records to confirm MCCI's billing to Client is correct.

In addition, should any of Client's regulators legally require access to audit the Services, MCCI will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be MCCI Confidential Information.

Client shall bear all costs associated with audits.

(g) Assignment.

(h) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(i) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(j) Dispute Resolution.

Should a dispute arise between MCCI and Client involving their respective responsibilities, limitations or the working relations between the Parties under this Agreement or any Order, then the Parties will make every effort to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(k) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(l) Publicity.

MCCI may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 7 of this Agreement.

(m) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

MASTER SERVICES AGREEMENT NO. 60197

(n) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute

one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument.

(Remainder of Page Intentionally Left Blank; Signature Page Follows)

MASTER SERVICES AGREEMENT NO. 60197

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCI, LLC

DAWSONVILLE, GA ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

415 HIGHWAY 53 EAST
DAWSONVILLE, GA 30534



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 9

SUBJECT: 2021 MAYOR PRO TEMPORE APPOINTMENT

CITY COUNCIL MEETING DATE: 12/21/2020

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 APPOINT THE 2021 MAYOR PRO TEMPORE AS PER SECTION 2.20 OF THE CHARTER

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 10

SUBJECT: **RECOMMENDATION FOR 2021 LEASES**

CITY COUNCIL MEETING DATE: 12/21/2020

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 REVIEW RECOMMENDATION OF 2021 LEASE FEES

HISTORY/ FACTS / ISSUES:

**COUNCILMEMBER TOLSON AND CITY MANAGER BOLZ RESEARCHED LEASING FEES PER
MAYOR EASON'S REQUEST.**

SEE ATTACHED RECOMMENDATIONS

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Stephen Tolson, Councilmember

CITY OF DAWSONVILLE RENTAL PROPERTIES

Distillery

Square Footage: About 11,700 sq. ft

Considerations:

1. They pay no CAM, i.e. upkeep of building, HVAC, parking lot, etc., just basic cleaning. City has spent considerable expense on HVAC, and ADA building modifications the last few years
2. Current Rent: \$3,000.00/month (cut to \$1,500.00/month during COVID)
3. Raising rent may make vendor move out
4. Based on \$5.35/sq. foot times \$11,700 sq. ft = \$62,595.25/year divided by 12 months = \$5,216.25/month

Recommendations:

1. Rent – increase to \$4,500.00 - \$5,000/month (closer to rate of \$5.00/sq. ft)
2. Revise lease to remove small office space which potentially could be rented to another business & rest room, access to water shared w/Distillery

GRHOF

Square Footage: About 23,714 sq. ft

Considerations:

1. They pay no CAM, i.e. upkeep of building, HVAC, parking lot, etc., just basic cleaning. City has spent a fortune on HVAC, Pirkle Room floor, repairs to electrical system, and ADA adjustments the last few years.
2. An increase in rent may lead to bankruptcy of 501.3C, very political issue
3. It is a tourism draw to our community/county and installation of Chase Elliott exhibit should provide boost to business.
4. Based on square footage, a conservative rate of \$5.35/sq. ft would be about \$126,870/year or \$10,572/month
5. Current Rent: \$100.00/month (cut to \$50.00 during COVID), previously paid \$1.00/year for many years then \$12.00/year for two years.

Recommendations:

6. Rent – increase to at least \$500.00 - \$1,000.00 month in 2021, then subsequent increases each year based on review of financials.
7. Revise lease to mandate any events/activities held outside of GRHOF MUST involve completion and approval of a special event permit.
8. Continuity and consistency of service levels, operation, security, fiscal management is lacking. Recommend hire of manager of some sort to manage these areas. Funding and who the position directly reports to of concern.
9. Ideally we either control use of Pirkle Room and/or mandate it be rented or have some plan in place for complimentary use. Currently it is provided free to a number of groups, such as, K4K, churches, etc.
10. Invest in a strategic plan for the museum. Funding the issue, possibly a grant, diversion of funds to Chamber, etc.

Residential Rental Property – 224 Flat Creek Drive

Considerations:

1. Renter has been very good, never a late payment even though they are probably living paycheck-to-paycheck.
2. Current Rent: \$750.00/month (cut in half for COVID at landlords initiation, renter did not request reduction)

Recommendations:

1. Rate: recommend rate remain the same at \$750.00/month

APPROVED
DEC 14 2020
Public Works

APPROVED
DEC 15 2020
Planning & Zoning

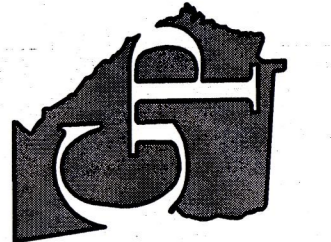
APPROVED
DEC 15 2020
Planning & Zoning

FINAL PLAT FOR: OAKDALE SUBDIVISION

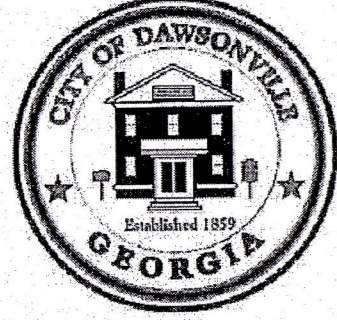
LOCATED IN LAND LOTS 58 & 59 OF THE 4TH LAND DISTRICT
AND LAND LOTS 372 AND 428 OF THE 13TH LAND DISTRICT
1ST SECTION - CITY OF DAWSONVILLE
DAWSON COUNTY, GEORGIA SCALE 1"=60'

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES BY THIS DECLARATION TO THE USE OF THE PUBLIC FOREVER ALL STREETS, STREET RIGHTS OF WAY, SANITARY SEWERS AND APPURTENANCES, SANITARY SEWER EASEMENTS, POTABLE WATER MAINS AND APPURTENANCES, POTABLE WATER EASEMENTS, STORM DRAINS AND APPURTENANCES WITHIN STREET RIGHTS OF WAY, AND OTHER PUBLIC FACILITIES AND APPURTENANCES THEREON SHOWN FOR THE PURPOSES THEREIN EXPRESSED.
OWNER: Allen Street Properties, LLC DATE: 12-14-20

GEORGIA PREMIER
LAND SERVICES, INC.
PROFESSIONAL LAND SURVEYING
3000 SHADY GROVE ROAD
DAWSONVILLE, GEORGIA 30534
(770) 644-3004 FAX (770) 644-2956
LAND SURVEYING COA #1177



415 Highway 53 E, Suite 100
Dawsonville, Georgia 30534



(706) 285-3266
Fax (706) 285-4214
www.dawsonville-ga.gov

December 4, 2018

Mr. Michael Turner
7185 Shady Grove Road
Dawsonville, GA 30534

RE: ANX/ZA #C8-00210 and VAR #C8-00210

Dear Mr. Turner,

Congratulations! Your request to annex your property into the City with an R3 zoning and a density variance not to exceed 3.2 units per acre was approved by the City Council on June 4, 2018 with the following stipulations:

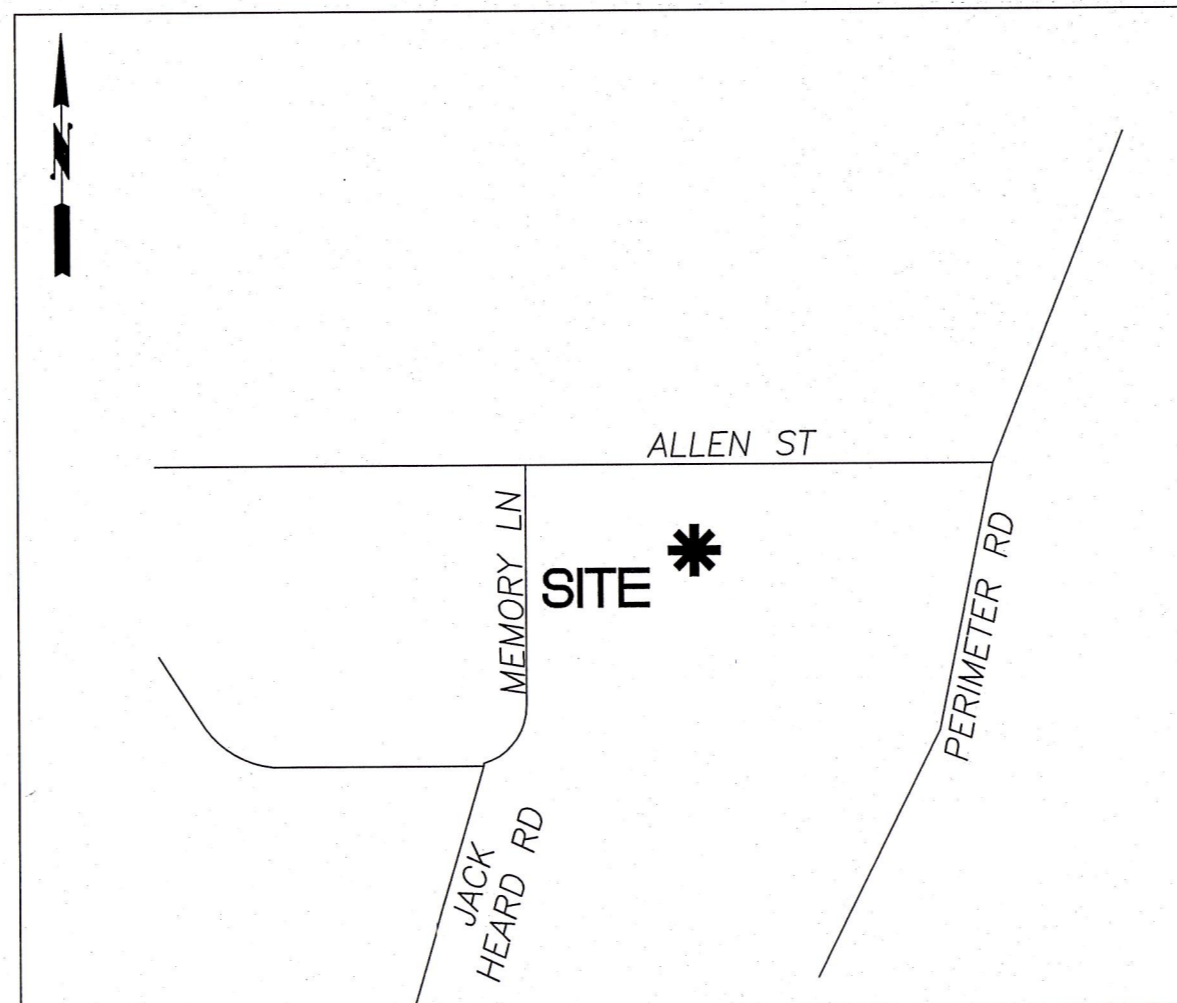
- Contingent upon Dawson County's objection being withdrawn
- An agreement between the applicant and the City for a joint detention pond serving the subdivision and the adjacent City dog park property.

We thank you for annexing your property into the City and we look forward to serving you. As always, you may contact us if you have any questions.

Sincerely,

Robbie Irvin
Planning Director

file



- SITE NOTES:
- ZONING: R-3
 - TOTAL AREA:
 - SUBDIVISION - 14.18 ACRES
 - DOG PARK / DETENTION - 3.19 ACRES
 - TOTAL NUMBER OF RESIDENTIAL LOTS: 37
 - DENSITY: 2.61 LOTS / AC.
 - TOTAL AREA WITHIN ROAD RIGHT OF WAY - 2.53 ACRES
 - AREAS DEDICATED TO THE CITY:
 - COMMON AREA #1 - 0.59 ACRES
 - COMMON AREA #2 - 0.09 ACRES
 - STREET RIGHT OF WAYS - 2.53 ACRES
 - STORM EASEMENTS - 2.67 ACRES
 - SANITARY SEWER EASEMENTS - 0.71 ACRES
 - WATER LINE EASEMENT - 0.09 ACRES
 - MINIMUM LOT AREA - 7,500 S.F. OR 0.172 ACRES
 - SETBACKS:
 - FRONT - 30'
 - SIDE - 10'
 - REAR - 20'

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

BRIAN R. SUTHERLAND, L.S. 2900

WATER SOURCE IS THE CITY OF DAWSONVILLE WATER AND SEWER

SANITARY SEWER SOURCE IS THE CITY OF DAWSONVILLE WATER AND SEWER

THE DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF ALL INFRASTRUCTURE FOR A PERIOD OF 12 MONTHS AFTER THE RECORDING DATE OF THE FINAL PLAT

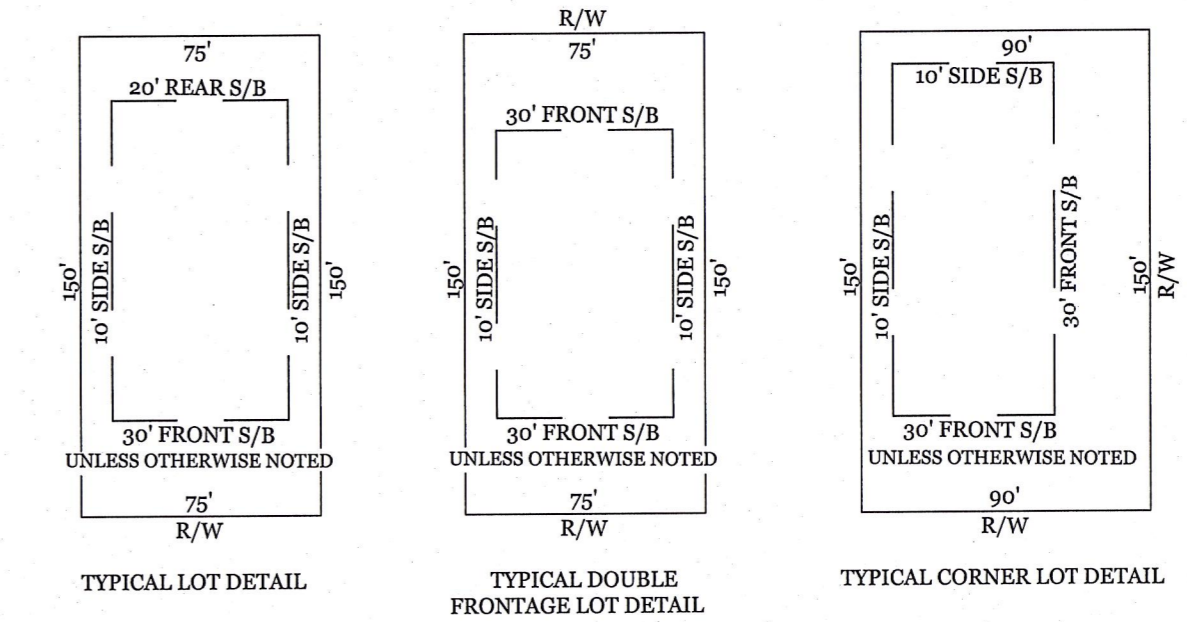
STRUCTURES OR FENCES WILL NOT BE ALLOWED IN SANITARY SEWER EASEMENT OR UTILITY EASEMENTS, OR ACCESS EASEMENTS.

THIS PLAT IS NOT SUBJECT TO ANY PRIVATE COVENANTS.

COMMON AREAS ARE OWNED & MAINTAINED BY HOA.

NO PORTION OF SUBJECT PROPERTY LIES WITHIN A DESIGNATED 100 YEAR FLOOD HAZARD AREA AS DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY PER F.L.R.M. PANEL NO. 190850111 C, DATED APRIL 4, 2018

HOUSE LOCATION PLAN REQUIRED FOR EVERY LOT
MINIMUM HEATED SQUARE FEET FLOOR AREA OF HOUSES - 1300 S.F.



RESIDENTIAL DRIVEWAYS SHALL NOT EXCEED MAXIMUM SLOPE OF 10 PERCENT PER ARTICLE VI SEC. 109-54

OWNER / DEVELOPER/PRIMARY PERMITTEE:
ALLEN ST PROPERTIES LLC
PO BOX 876
DAWSONVILLE, GA 30534
PHONE: 678-570-0469
24 HR. CONTACT: MICHAEL TURNER
PHONE: 678-570-0469
EMAIL: ALLENSTREETPROPERTIES@GMAIL.COM

THIS SUBDIVISION HAS BEEN REVIEW BY THE PLANNING COMMISSION AND THE CITY AND FOUND TO BE IN COMPLIANCE WITH THE ZONING ORDINANCE, DEVELOPMENT REGULATIONS AND SUBDIVISION REGULATIONS. THE MAYOR AND CITY COUNCIL HEREBY APPROVE THIS FINAL PLAT, SUBJECT TO THE PROVISIONS AND REQUIREMENTS OF THE CITY'S REGULATIONS.

MAYOR: _____ DATE: _____

CITY ENGINEER: _____ DATE: _____

A 10-FOOT PRIVATE DRAINAGE EASEMENT SHALL EXIST ON ALL SIDE AND REAR YARDS CENTERED ON THE PROPERTY LINE TO ALLOW FOR PROPERTY DRAINAGE OF REAR AND SIDE YARD TO STREET AND OR INLETS

THE AS-BUILT STORM DRAINAGE SYSTEM WILL FUNCTION AS DESIGNED/ENGINEERED IN THE APPROVED CONSTRUCTION DRAWINGS

PROFESSIONAL ENGINEER:
DATE: 12/11/20

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AS TO THE PROPERTY LINES AND ALL IMPROVEMENTS SHOWN THEREON, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS AND MARKERS SHOWN THEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 65,141 FEET AND AN ANGULAR ERROR OF 04" PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARE RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 199,793

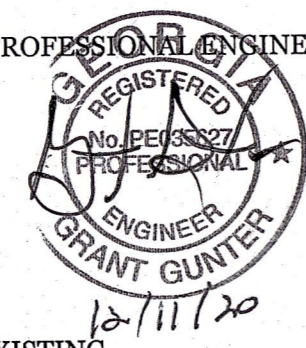
GEORGIA LAND SURVEYOR:
DATE: 12/10/20

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE ENTRANCE AT ALLEN STREET HAS ADEQUATE CORNER SIGHT DISTANCE. THE MINIMUM CORNER SITE DISTANCE IS IN COMPLIANCE WITH AASHTO "POLICY ON GEOMETRIC DESIGN OF HIGHWAY AND STREET", CHAPTER 9 (AT-GRADE INTERSECTIONS), LATEST EDITION.

PROFESSIONAL ENGINEER:
DATE: 12/11/20

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE AS-BUILT DETENTION/WATER QUALITY POND PROVIDES THE STORAGE VOLUMES AND OUTFLOW RATES AS REQUIRED BY THE APPROVED CONSTRUCTION PLANS AND HYDROLOGY STUDY.

PROFESSIONAL ENGINEER:
DATE: 12/11/20



UPON RECORDING OF THIS PLAT, ALL SANITARY SEWER EASEMENTS ARE DEDICATED TO CITY OF DAWSONVILLE WATER & SEWER

NO STRUCTURES, FENCES OR OTHER OBSTRUCTIONS MAY BE LOCATED WITHIN A DRAINAGE OR ACCESS EASEMENT WITHOUT PRIOR APPROVAL BY THE CITY OF DAWSONVILLE

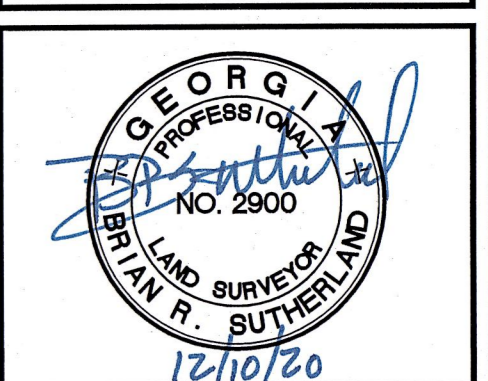
CITY OF DAWSONVILLE SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF ANY PIPES, DITCHES OR OTHER STRUCTURES WITHIN ANY DRAINAGE EASEMENT BEYOND THE CITY RIGHT OF WAY

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. ALSO, UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.

IRRIGATION SYSTEMS ARE PROHIBITED ON ALL EXISTING AND PROPOSED CITY RIGHT OF WAY AND CONSIDERED TO BE A VIOLATION OF THE CITY ORDINANCE PROHIBITING UNPERMITTED RIGHT OF WAY ENCROACHMENTS

FINAL PLAT FOR:
OAKDALE SUBDIVISION
LOCATED IN LAND LOTS 58 & 59 OF THE 4TH LAND DISTRICT
AND LAND LOTS 372 AND 428 OF THE 13TH LAND DISTRICT
1ST SECTION - CITY OF DAWSONVILLE
DAWSON COUNTY, GEORGIA SCALE 1"=60'



DATE	NO	DESCRIPTION

DATE: 12/15/2020
DRAWN BY: BTB
CHECKED BY: BTB
DATE: 12/15/2020



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 12

SUBJECT: _____ **STAFF REPORT: CITY MANAGER** _____

CITY COUNCIL MEETING DATE: 12/21/2020

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 PROVIDE PROJECT UPDATES AND FINANCIAL REPORTS THROUGH NOVEMBER 30, 2020

HISTORY/ FACTS / ISSUES:

SEE ATTACHED OUTLINE AND REPORTS

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

CITY MANAGER'S REPORT – DECEMBER 15, 2020
FOR CITY COUNCIL MEETING DECEMBER 21, 2020

COVID: With numbers on the rise, staff have continued our modified behavior. We recommend shutting down City Hal from December 15, 2020 – January 4, 2021. We will telework and operate as we did in the spring – summer when the COVID numbers were so high. These weeks are short work weeks anyway with the Christmas and New Year holidays. The Design Guidelines Committee will not meet in December but have been assigned by Joe Rothwell of GMRC homework to do and submit online. The December 21st City Council Meeting and the December 28th Historic Preservation Commission Meetings will be held virtually.

Christmas Tree Lighting Special Event: Kudos to everyone involved with this year's annual Christmas Tree Lighting when Dawsonville welcomes the season home. The Christmas Parade and Jingle Market were a success as was the food trucks, tree lighting and take your own Santa pictures, which probably had our longest line ever. This is of special note when you consider we had to reschedule due to bad weather 24-hours before the actual program. A very special thanks to Sara for all her work.

Atlanta Motorsports Park Cited for Violation of Sound Stipulations: With multiple citations issued to AMP for violation of their sound stipulations in October and November, their CEO has been in contact with City Solicitor Howell. This will come to City Court in January

Test Manhole Project at Gold Creek Foods: Townley Construction advised they plan to start construction on the test manhole project the week of December 14th.

Compliance Order from EPD: The week of December 7th, EPD sent notice that our sewage plant was again out of compliance due to high strength wastewater violations. The fine was \$424.00, which has been paid and already passed along to Gold Creek Foods.

Refurbish of Burt Creek/Water Tower #2: We have received the contract from Turnipseed and will work to get it approved. We anticipate work starting in January or February depending on the weather.

Paving Repairs to Main Street, Memory Lane & Jack Heard Street: Turnipseed is finalizing the bid documents for advertisement for the paving of Main Street, Jack Heard and Memory Lane as we want to pave these at the same time if funding will be adequate. They are completing the hydrology study for Jack Heard and that should be the last piece of the puzzle. Preliminary bids indicate \$52,500 for Main Street, \$144,000 for Memory Lane, and \$47,000 for Jack Heard. The Memory Lane estimate does not include paving of the dog park parking area or the culvert expansion along Jack Heard. However, Lamar Rogers with GBT is concerned that the culvert expansion at Jack Heard could be very expensive, maybe \$30,000+, we will know more once the hydrology study is complete. We have \$162,000 in SPLOST VI to go toward these projects. We will see how the bids come out. I anticipate GBT having the bids ready to

go out before the end of December.

Sidewalks: The sidewalk bid documents are also under development. They have completed the survey and size study and are working on the development of drawings. We will have to extend some of the Farmer's Market curb and gutter and create a catch basin so run off can be piped under the sidewalk in front of the Chester residence and directed to the proper low point. We told Lamar that the paving was the higher priority.

Main Street Park Bronze Dedication Plaque: The plaque was installed on December 10th on the rock work at the arched Main Street Park sign. It really looks nice. We plan on a grand opening and ribbon cutting perhaps in April. The event might include food trucks, a movie night and related events. We hope by that time to have made headway on a picnic shelter, fitness stations, and some other amenities.

Main Street Park: Progress continues as we work to increase the amenities and operation of this wonderful addition to the city, including:

- We have added cameras at each entrance to the park.
- The dog park has fencing and dog waste stations. We continue working with our Eagle Scout candidate for move this project along.
- Staff met with county Public Works Director David McKee to discuss the trail to the library. He advised all they need for the IGA to proceed is an engineered drawing of the bridge, not the entire trail. We are working to make that happen.
- We met with the statewide contract vendor for fitness trail equipment and picnic shelters. We hope to have cost information for a recommendation to bring to the City Council and Mayor soon. Staff are visiting nearby sites where these facilities are already in place.
- The Mayor and City Manager participated a meeting with Northside Forsyth for possible sponsorship of the amphitheater or the conference center.
- We are beginning research regarding skate parks for possible consideration as a future park amenity.

SPLOST VII: Research, planning and negotiations continue.

Lease Recommendations: CM Tolson and the City Manager have researched rental rates of a variety of properties within the city limits and elsewhere in the county, including the Highway 400 area. CM. Tolson will present a recommendation to the City Council for their consideration at the December 21st meeting.

Bee City: We are working with the Women's Club to get the Bee City signs to be erected as people travel into our county. We are discussing approval of this with GDOT. If they want allow erection on their state routes, we will locate them on our ROW, near our city limit signs.

Personnel:

- We continue advertisement and recruitment efforts to fill the Finance Administrator position.
- With Clay Moss' promotion to Inspector/Code Enforcement, we are left with a big hole in the

Public Works Department. We are advertising and recruiting to fill that position as well.

- We are moving forward with GMA recommendations.

Employee Awards:

November Employee of the Month: Steven McNeal for his day-to-day leadership, exemplary work ethic and willingness to come in whenever needed.

December Employee of the Month: Stacy Harris for her continued effort to manage IT issues and for jumping into the administration of the Planning & Zoning Department headfirst. We are already seeing extensive improvements in that office and she is a big part of that effort.

Fall Employee of the Quarter – Members of the Public Works and Utility Crews for their superb efforts dealing with the Moonshine Festival, a hurricane, two major leaks and two additional, minor storms. Employee recognized include Jon Davis, Clay Moss, Steven McNeal, Cody Mason, Westin Lee and Blake Croft.

Employee of the Year: Please join me in congratulating the City of Dawsonville’s 2020 Employee of the Year. With a 2-1 ratio of votes over the other candidates, this year’s winner is Clay Moss!

Financial Reports: Attached for your review.

Leak Adjustments

<u>Date</u>	<u>Date</u>	<u>Name</u>	<u>Water</u>	<u>Sewer</u>	<u>Total</u>	<u>Description</u>
12/03/2020	#4653-3	Jenna Margo	\$53.03	\$71.00	\$124.03	Water leak outside faucet under house
12/03/2020	#5617-0	Dawson Co PW Shop	\$293.82	0	<u>\$293.82</u>	Leak found at transportation shop
					\$415.85	

CITY OF DAWSONVILLE, GEORGIA
GENERAL FUND
July 1, 2020 - November 30, 2020

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Taxes	\$ 1,235,050	\$ 863,669	69.93%
Licenses and permits	115,975	86,700	74.76%
Intergovernmental revenues	25,000	96,060	384.24%
Fees	269,200	50,975	18.94%
Other	234,473	39,706	16.93%
	<u>1,879,698</u>	<u>1,137,110</u>	<u>60.49%</u>
EXPENDITURES			
Department:			
Council	99,215	38,319	38.62%
Mayor	21,380	7,536	35.25%
Elections	-	-	0.00%
Administration	739,865	330,799	44.71%
City Hall building	118,000	63,022	53.41%
Animal control	1,500	132	8.80%
Roads	537,517	291,196	54.17%
Parks	47,000	554,195	1179.14%
Planning and zoning	285,721	96,600	33.81%
Economic development	29,500	30,000	101.69%
	<u>1,879,698</u>	<u>1,411,799</u>	<u>75.11%</u>
TOTAL REVENUES OVER EXPENDITURES		(274,689)	
Transfer in From Reserves		<u>274,689</u>	
NET CHANGE IN FUND BALANCE		<u><u>-</u></u>	

CITY OF DAWSONVILLE, GEORGIA
WATER, SEWER, AND GARBAGE FUND
July 1, 2020 - November 30, 2020

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Water fees	\$ 680,000	\$ 319,452	46.98%
Sewer fees	794,000	368,585	46.42%
Garbage fees	203,500	91,720	45.07%
Miscellaneous	<u>205,310</u>	<u>111,078</u>	<u>54.10%</u>
Total revenues	<u>1,882,810</u>	<u>890,835</u>	<u>47.31%</u>
EXPENDITURES			
Depreciation	574,000	172,090	29.98%
Garbage service	212,000	77,994	36.79%
Group insurance	85,056	32,352	38.04%
Insurance	38,200	4,110	10.76%
Interest	87,450	36,498	41.74%
Payroll taxes	22,752	10,775	47.36%
Professional	98,000	65,687	67.03%
Miscellaneous	52,500	19,549	37.24%
Repairs/supplies	187,500	105,587	56.31%
Retirement	17,000	9,894	58.20%
Salaries	297,402	142,356	47.87%
Technical services	66,000	33,517	50.78%
Utilities	<u>144,950</u>	<u>53,782</u>	<u>37.10%</u>
Total expenditures	<u>1,882,810</u>	<u>764,191</u>	<u>40.59%</u>
INCOME (LOSS)		<u><u>126,644</u></u>	

CITY OF DAWSONVILLE, GEORGIA
 SPLOST
 July 1, 2020 - November 30, 2020

SPLOST VI

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Taxes	1,062,750	659,618	62.07%
Interest	2,000	219	10.95%
Other	-	-	0.00%
	<u>1,064,750</u>	<u>659,837</u>	<u>61.97%</u>
EXPENDITURES (Capital Outlays)			
City hall acquisition	680,000	692,341	101.81%
Roads and sidewalks	375,750	74,733	19.89%
Public works equipment - roads	-	-	0.00%
Sewer projects	-	-	0.00%
Public works equipment - sewer	-	-	0.00%
Water projects	-	-	0.00%
Public works equipment - water	-	-	0.00%
Farmers market	9,000	3,750	41.67%
Parks and recreation	-	-	0.00%
	<u>1,064,750</u>	<u>770,824</u>	<u>72.39%</u>
TOTAL REVENUES OVER EXPENDITURES		(110,987)	
Transfer in From Reserves		<u>110,987</u>	
NET CHANGE IN FUND BALANCE		<u><u>-</u></u>	