AGENDA CITY COUNCIL REGULAR MEETING G.L. Gilleland Council Chambers on 2nd Floor

Monday, June 7, 2021 5:00 P.M.

- 1. Call to Order
- Roll Call
- 3. Invocation and Pledge
- 4. Announcements
- 5. Approval of the Agenda
- 6. Public Input
- 7. Consent Agenda
 - a. Approve Minutes
 - Regular Meeting and Work Session held May 21, 2021
 - Executive Session held May 21, 2021
 - b. Approve Dawson County Chamber of Commerce FY 2022 Agreement with the City
 - c. Approve Resolution and Adoption Agreements for Additional Retirement Plan
 - d. Approve Georgia Mountain Regional Commission Reappointment of Betsy McGriff

PUBLIC HEARING

- 8. ANX C2100192 and ZA C2100192: Charles Alan Barge has petitioned to annex into the city limits of Dawsonville the 44.82 acres combined tracts known as TMP 070 050, located at 612 Duck Thurmond Rd, 2.98 acres; TMP 070 004, located at 690 Duck Thurmond Rd, 2.95 acres; TMP 069 037 located at 694 Duck Thurmond Rd, 14.46 acres; TMP 069 089, located at 788 Duck Thurmond Rd; 2.96 acres; TMP 069 036, located 840 Duck Thurmond Rd, 14.38 acres; TMP 069 073, located at 914 Duck Thurmond Rd, 7.09 acres; with a request to rezone from County Zoning of RSRMM (Residential Sub-Rural Manufactured/Moved) to City Zoning of R1 (Single Family Residential). Public Hearing Dates: Planning Commission on May 10, 2021 and City Council on June 7, 2021. City Council for a decision on June 21, 2021.
- 9. Proposed FY 2021-2022 Budget

BUSINESS

- 10. Fifty-Fourth Annual Mountain Moonshine Festival
- 11. Plan Review Engineering Services Contract
- 12. Speed Hump Homeowner's Association (HOA) Policy
- 13. Budget Amendment Request for Concrete Pads for Exercise Stations
- 14. Intergovernmental Agreement for Special Purpose Local Option Sales Tax
- 15. Intergovernmental Agreement for Downtown Parking
- 16. Intergovernmental Agreement for Law Enforcement
- 17. Recognize Former Councilmember Stephen Tolson
- 18. Recognize Retiring City Attorney Dana Miles

ADJOURNMENT

The next scheduled City Council meeting is Monday, June 21, 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: CONSEN	T AGENDA	
CITY COUNCIL MEETING DATE	: 06/7/2021	-

PURPOSE FOR REQUEST:

CONSIDERATION AND APPROVAL OF ITEMS BELOW; SEE ATTACHED SUPPORTING DOCUMENTS

- a. Approve Minutes
 - Regular Meeting and Work Session held May 21, 2021
 - Executive Session held May 21, 2021
- b. Approve Dawson County Chamber of Commerce FY 2022 Agreement with the City
- c. Approve Resolution and Adoption Agreements for Additional Retirement Plan
- d. Approve Georgia Mountain Regional Commission Reappointment of Betsy McGriff



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 7a

SUBJECT: APPROVE MINUTES	
CITY COUNCIL MEETING DATE: 06/7/2021	
BUDGET INFORMATION: GL ACCOUNT #NA	
☐ Funds Available from: Annual Budget Capital Budget	Other
☐ Budget Amendment Request from Reserve:Enterprise Fund	General Fund
PURPOSE FOR REQUEST:	
TO APPROVE THE MINUTES FROM:	
 REGULAR MEETING AND WORK SESSION HELD MAY 21, 2021 EXECUTIVE SESSION HELD MAY 21, 2021 	
HISTORY/ FACTS / ISSUES:	
OPTIONS:	
AMEND OR APPROVE AS PRESENTED	
RECOMMENDED SAMPLE MOTION:	
REQUESTED BY: <u>Beverly Banister, City Clerk</u>	

CITY COUNCIL REGULAR MEETING AND WORK SESSION

G.L. Gilleland Council Chambers on 2nd Floor Monday, May 17, 2021 5:00 P.M.

- **1. CALL TO ORDER:** Mayor Eason called the meeting to order at 5:00 pm.
- 2. ROLL CALL: Present were Councilmember John Walden, Councilmember Caleb Phillips, Councilmember Mark French, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Planning Director David Picklesimer, Public Works Director Trampas Hansard, Finance Administrator Robin Gazaway and Utilities Operation Manager Jacob Barr.
- 3. INVOCATION AND PLEDGE: Invocation and Pledge were led by Councilmember Walden.
- **4. ANNOUNCEMENTS:** Mayor Eason announced the Grand Opening of Main Street Park was a success and that was also the first Food Truck night; he thanked everyone for coming out. He also announced the elevator in City Hall is broken.
- **5. APPROVAL OF THE AGENDA:** Motion to approve the agenda made by J. Walden; second by C. Phillips. Vote carried unanimously in favor.
- 6. PUBLIC INPUT: None
- 7. CONSENT AGENDA: Motion to approve the consent agenda for the following items (a) made by C. Phillips; second by J. Walden. Vote carried two in favor (Phillips, Walden) with one abstained (French).
 - a. Approve Minutes
 - Regular Meeting and Executive Session held May 3, 2021
- 8. APPOINT AND SWEAR IN COUNCILMEMBER, POST 2: Motion to appoint William Illg for Councilmember Post 2 to fulfill the unexpired term of Stephen Tolson made by J. Walden; second by C. Phillips. Councilmember French stated he personally spoke with William Illg and appreciates his willingness to serve and believes he will make a fine addition to the Council. Councilmember French also stated his concerns regarding the lack of a process in the Charter in which to appoint an official when there is a vacancy. Additionally, he felt the name of the proposed official should have been included in the agenda packet for public disclosure. Councilmember Phillips asked City Attorney Tallant if the Council is following the Charter for this appointment; Attorney Tallant affirmed the Charter is being followed. Further discussion occurred regarding adding a process of appointing officials to the Charter. Councilmember French clarified he in no way implied the Council was not following the Charter for this appointment. Vote carried two in favor (Walden, Phillips) with one opposed (French).

Mayor Eason swore in William Illg to serve as the Councilmember for Post 2. Councilmember William Illg then joined the Council on the dais.

9. EMPLOYEE RECOGNITION: Mayor and Council presented the April 2021 Employee of the Month award to Stephen McNeal. Service awards were given to Westin Lee for 4 years of service and Beverly Banister for 6 years of service. Mayor Eason read a proclamation for National Public Works Week and presented it to the Public Works Department.

BUSINESS

Mayor Eason explained the purpose of items #10 - #23 on the agenda is to amend the zoning to all the City's properties to INST (Institutional District) and will ask for one motion after the reading of the requests. Planning Director Picklesimer read all zoning amendment requests.

- 10. <u>ZA-C2100140</u>: City of Dawsonville has requested a zoning amendment for TMP 092B 007 Land Lot 375 4th District, Located at 565 Highway 9 North, consisting of 0.147 acres, from LI (Light Industrial District) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021.
- **11. ZA-C2100141:** City of Dawsonville has requested a zoning amendment for TMP D01 049 Land Lot 439 4th District, Located at 26 Maple Street South, consisting of 2.00 acres, from CBD (Central Business District) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021.

CITY COUNCIL REGULAR MEETING AND WORK SESSION

G.L. Gilleland Council Chambers on 2nd Floor Monday, May 17, 2021 5:00 P.M.

- **2A-C2100142:** City of Dawsonville has requested a zoning amendment for TMP D01 033 Land Lot 440 4th District, Located at 0 Church Street, from TB (Town Business District) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021.
- **2A-C2100143:** City of Dawsonville has requested a zoning amendment for TMP D01 021 Land Lot 439 and 446 4th District, Located at 170 Academy Ave, consisting of 2.30 acres, from CBD (Central Business District) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021.
- 14. <u>ZA-C2100144:</u> Dawsonville Downtown Development Authority has requested a zoning amendment for TMP D01 022 Land Lot 446 4th District, Located at 41 Mills Ford Road, consisting of 2.99 acres, from CBD (Central Business District) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021.
- 15. ZA-C2100146: City of Dawsonville has requested a zoning amendment for TMP 083 043 Land Lot 514 4th District, Located at 695 Maple Street South, consisting of 1.00 acres, from R2 (Single-family Residential District) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021.
- 16. <u>ZA-C2100147:</u> Dawsonville Downtown Development Authority has requested a zoning amendment for TMP 082 006 007 Land Lot 300, 301 and 312 4th District, Located at 1307 Shoal Creek Road, consisting of 1.40 acres, from R1 (Restricted Single-family Residential District) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021.
- 17. ZA-C2100148: City of Dawsonville has requested a zoning amendment for TMP 093 009 Land Lot 58 4th District and Land Lot 428 13th District, Located at 244 Memory Lane, consisting of 3.20 acres, from R3 (Single-family Residential District) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021.
- **2A-C2100149:** City of Dawsonville has requested a zoning amendment for TMP 093 055 079 Land Lot 576 4th District, Located at 140 Crocket Drive, consisting of 0.334 acres, from R3 (Single-family Residential District) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021.
- 19. <u>ZA-C2100150:</u> Dawsonville Downtown Development Authority has requested a zoning amendment for TMP 092B 014 Land Lot 376 and 377 4th District, Located at 253 Gober Sosebee Street South, consisting of 0.728 acres, from LI (Light Industrial) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021.
- 20. <u>ZA-C2100151</u>: City of Dawsonville has requested a zoning amendment for TMP 091 058 Land Lot 104 4th District, consisting of 5.0 acres, from R1 (Restricted Single-family Residential District) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021
- 21. <u>ZA-C2100152</u>: City of Dawsonville has requested a zoning amendment for TMP 082 013 Land Lot 370 4th District, Located at 326 Bent Ridge Drive, consisting of 0.52 acres, from R3 (Single-family Residential District) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021.
- 22. <u>ZA-C2100153:</u> City of Dawsonville has requested a zoning amendment for TMP 082 004 001 Land Lot 310 4th District, Located at 327 Burt Creek Road, consisting of 0.11 acres, from R1 (Restricted Single family Residential District) to INST (Institutional District). Public Hearing Dates: Planning

CITY COUNCIL REGULAR MEETING AND WORK SESSION

G.L. Gilleland Council Chambers on 2nd Floor Monday, May 17, 2021 5:00 P.M.

Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021.

23. <u>ZA-C2100154</u>: City of Dawsonville has requested a zoning amendment for TMP 093 041 001 Land Lot 511 4th District, Located 16 Farmington Circle, consisting of 0.057 acres, from R6 (Multiple-family Residential District) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021

Motion to approve all zoning amendment requests items #10 - #23 made by M. French; second by J. Walden. Vote carried unanimously in favor.

24. PLANNING COMMISSION APPOINTMENT, POST 3: Motion to appoint Sandra Sawyer to the Planning Commission Post 3 made by C. Phillips; second by J. Walden. Vote carried unanimously in favor.

25. BUDGET AMENDMENT REQUESTS:

- a. **CATERING KITCHEN**: Motion to approve a budget amendment in the amount of \$13,100.00 from General Fund Reserves for the installation of the external water/sewer lines into the Gordon Pirkle Room awarded to Townley Construction and to approve a budget amendment in the amount of \$18,500.00 from General Fund Reserves for the installation of indoor plumbing to the Gordon Pirkle Room awarded to Innovative Plumbing made by M. French; second by J. Walden. Vote carried unanimously in favor.
- b. **SKATE PARK:** Motion to approve a budget amendment in the amount of \$43,000.00 from General Fund Reserves, possibly to be paid back by SPLOST VII, for the installation of an all steel skatepark ramp system awarded to the Sole Source provider of an American made steel equipment provider, American Ramp Company and to approve a budget amendment from General Fund Reserves for up to \$25,000.00 to construct a concrete pad to mount the equipment made by C. Phillips; second by J. Walden. Vote carried unanimously in favor.
- c. **ELECTRIC GOLF CART:** Motion to approve a budget amendment in the amount of \$7,800.00 from General Fund Reserves for the purchase of an electric golf cart from North Atlanta Golf Cart made by W. Illg; second by M. French. Vote carried unanimously in favor.
- d. **CONCRETE SLABS FOR SHELTERS:** Motion to approve a budget amendment in the amount of \$12,680.00 from General Fund Reserves for the construction of two concrete pads to place existing shelters on at Main Street Park awarded to Jerry Townley Concrete made by C. Phillips; second by J. Walden. Vote carried unanimously in favor.
- **26. HIGHWAY VETERAN'S FLAG PROGRAM:** City Manager Bolz explained the City was approached by the Etowah Masonic Lodge to assist with installing and removing the Veteran Flags on Highways 53 and 9 and around the Historic Courthouse several times throughout the year; Attorney Tallant has developed an agreement between the City and the Lodge to be considered for approval.

Motion to approve the agreement as presented made C. Phillips; second by M. French. Vote carried unanimously in favor. (Exhibit "A")

WORK SESSION

27. HAUNTED GHOST TOUR – USE OF MEMORIAL GARDENS BY GEORGIA RACING HALL OF FAME: Cindy Elliott presented a plan to offer a Haunted Ghost Tour to benefit the Georgia Racing Hall of Fame incorporating different areas of the City and requested use of Memorial Gardens.

Motion to approve the use of Memorial Gardens by the Georgia Racing Hall of Fame to conduct a haunted ghost tour made by M. French; second by J. Walden. Vote carried unanimously in favor.

CITY COUNCIL REGULAR MEETING AND WORK SESSION

G.L. Gilleland Council Chambers on 2nd Floor Monday, May 17, 2021 5:00 P.M.

28. GEORGIA RACING HALL OF FAME – MOONSHINE FESTIVAL OUTSIDE BAR IN WINNER'S CIRCLE: Cindy Elliot discussed the use and plan of utilizing the Winner's Circle outside of the museum for a bar during the 2021 Mountain Moonshine Festival; a permit has been submitted.

Motion to approve the permit as requested made by C. Phillips; second by M. French. Vote carried unanimously in favor.

29. FY 2021-2022 PROPOSED BUDGET PRESENTATION: Finance Administrator Robin Gazaway presented the proposed FY 2021-2022 budget to the City Council. A public hearing is scheduled for the June 7, 2021 City Council meeting and the adoption of the budget by resolution will be considered at the June 21, 2021 meeting.

STAFF REPORTS

- **30. BOB BOLZ, CITY MANAGER:** City Manager Bolz reported on the two upcoming Food Truck Nights; June 11, 2021 and July 9, 2021, both will occur at Main Street Park. He also stated there may be a movie in the park after the July 9th event which will be sponsored by a local church. He reported the leak adjustment total through April 14, 2021 was \$152.41.
- **31. ROBIN GAZAWAY, FINANCE ADMINISTRATOR:** Financial reports representing fund balances and activity provided through April 30, 2021.

EXECUTIVE SESSION

At 5:52 p.m. a motion to close regular session and go into executive session for pending litigation was made by W. Illg; second by J. Walden. Vote carried unanimously in favor.

At 6:15 p.m. a motion to close executive session was made by J. Walden; second by C. Phillips. Vote carried unanimously in favor.

Motion to resume regular session was made by M. French; second by W. Illg. Vote carried unanimously in favor.

ADDITIONAL BUSINESS:

Mayor Eason discussed the civil action lawsuit filed against Dawson County regarding the improper SPLOST; he further stated the Council has been working with the County to resolve the issue through an Intergovernmental Agreement (IGA). Attorney Tallant provided a summary of the items in the IGA that will be considered. They include the paving of some roads including the City's portion, funding certain expenses related to the Sheriff's office, a monetary contribution toward mutually beneficial projects, reaching an IGA on downtown parking and some priority funding after the Level 2 projects of the County are completed. He stated he will make the changes to the IGA as requested by the Council and if approved he will send it to the County for consideration.

Motion to approve the IGA with changes as discussed and recommended by legal counsel made by M. French; second by W. Illg. Vote carried unanimously in favor. (Exhibit "B")

ADJOURNMENT:

At 6:19 p.m. a motion to adjourn the meeting was made by M. French; second by J. Walden. Vote carried unanimously in favor.

MINUTES CITY COUNCIL REGULAR MEETING AND WORK SESSION

G.L. Gilleland Council Chambers on 2nd Floor Monday, May 17, 2021 5:00 P.M.

Approved this 7th day of June 2021.

	Approved time in day or dance 2021
	By: CITY OF DAWSONVILLE
	Mike Eason, Mayor
	Caleb Phillips, Councilmember Post 1
	William Illg, Councilmember Post 2
	John Walden, Councilmember Post 3
	Mark French, Councilmember Post 4
Attested:	
Attested:	

STATE OF GEORGIA COUNTY OF DAWSON

AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

Mayor Michael Eason, Councilmember John Walden, Councilmember Caleb Phillips, William Illg, Councilmember Post 2 (Vacant) and Councilmember Mark French; being duly sworn, state under oath that the following is true and accurate to the best of their knowledge and belief:

1.	The City of Dawsonville Council met in a duly advertised meeting on May 17, 2021.
2.	During such meeting, the Board voted to go into closed session.
3.	The executive session was called to order at 5^{52} p.m.
4.	The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law: (check all that apply)
	Consultation with the City Attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the City or any officer or employee or in which the City or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1);
	Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and;
	Discussion of future acquisition of real estate as provided by O.C.G.A. § 50-14-3(b)(1);
100	Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a City officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);
_	Other as provided in:
	This 17th day of May 2021; By the City of Dawsonville, Mayor and Council: Mike Eason, Mayor Caleb Phillips, Councilmember Post #1 William Illg, Councilmember Post #2 John Walden, Councilmember Post #3 Mark French, Councilmember Post #4
17 Signatu	o and subscribed before me this day of

AGREEMENT

This Agreement (hereinafter, the "Agreement") is made and entered into this \(\frac{\mathcal{g}}{\mathcal{g}} \) day of \(\frac{\mathcal{g}}{\mathcal{g}} \), 2021, by and between the City of Dawsonville, Georgia (the "City"), a Georgia municipal corporation, and Etowah Masonic Lodge, # 222, ("Lodge") (collectively, with the City, the "Parties").

RECITALS

WHEREAS, Lodge has developed a program to honor the military service of veterans in and around Dawsonville and Dawson County, Georgia;

WHEREAS, the program includes the placement of the flags of the United States of America as well as markers to commemorate the service of veterans;

WHEREAS, the City derives benefit from this program as it brings people, including visitors and tourists, into the City of Dawsonville, all the while creating community pride and a sense of camaraderie among the citizens of the City;

AND WHEREAS, the City desires to see this program of the Lodge continue, and the Lodge is desirous of having the City participate in the program.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the signatures below, the Parties hereby agree as follows:

I. RESPONSIBILITY OF LODGE

Lodge shall be responsible for the following, including any financial expenditures related to the same:

- Purchasing new and replacement flags
- Retirement of flags
- Assessment of when for safety reasons or otherwise, a flag should be retired, and the retirement of any flags which during the course of this Agreement the City determines should be retired
- Purchasing new and replacement markers recognizing veterans' service
- Lettering of markers recognizing the service of veterans
- Purchasing new and replacement staking tools or devices used to place flags or markers
- Storage of flags and markers
- Accepting, processing, and administration of applications for new flags or markers to include the collection of any application fee.
- Any and all other tasks, responsibilities, or liabilities not expressly taken on by City in the following section.

II. RESPONSIBILITY OF CITY

City shall have the following responsibility, including any financial expenditures related to the same:

- Transport, placing and removal of flags as follows
 - o Flags and markers will be placed in the City of Dawsonville, Georgia, around the Downtown Square (around the Historic Courthouse), and from there will extend North and South along Georgia Highway 9, as well as East and West along Georgia Highway 53.
 - Flags and markers will be placed and removed prior to and after the following three holidays: Memorial Day, Independence Day, Veterans Day
 - City will be responsible for the loading, unloading, and transportation of flags and markers to and from the storage facility maintained by Lodge.

III. MISCELLANEOUS PROVISIONS

A. Effective Date and Term

This Agreement shall become effective immediately upon the execution of this Agreement by all Parties hereto, with the official "effective date" of the agreement being that date set forth in the first paragraph. The Agreement shall terminate one year after its effective date, *provided that* if no notice of termination is provided by either party sixty days prior to the anniversary of the effective date of the Agreement, the Agreement shall be automatically renewed for another year. The foregoing notwithstanding, either party may terminate this Agreement at any time upon sixty (60) days' notice to the other party.

B. Entire Agreement

This Agreement contains the entire agreement of the Parties and no waiver, modification, or amendment of this Agreement shall be valid unless it is by an express writing and signed by the Parties.

C. Construction of Agreement

The Parties acknowledge and agree that this Agreement has been negotiated between and among the Parties. In the event of a dispute about the meaning, construction, or interpretation of this Agreement, no presumption shall apply so as to construe the language of the Agreement for or against either Party. This Agreement may be executed in multiple counterparts and all such counterparts shall be taken together so that they may constitute a completely executed agreement among the Parties. There are no third-party beneficiaries of this Agreement. If any provision of this Agreement is held to be illegal or invalid in any suit, action or proceeding by a court of competent jurisdiction, such provision shall be deemed to be severed and deleted for purposes of

such suit, action or proceeding only, unless otherwise ordered by such court, and neither such provision nor its severance and deletion shall affect the validity of the remaining provisions.

D. Indemnification

Lodge shall hold harmless, defend and indemnify the City of Dawsonville from any and all liability resulting from this Agreement or the performance of either party hereunder, including but not limited to any and all issues arising out of the placement, maintenance, and condition of any flag or marker placed by the City pursuant to this Agreement. Lodge shall have the City named as an additional insured on its insurance policy for the purpose of this Agreement.

E. Authority to Sign

The individuals signing this Agreement hereby represent and warrant that they have the authority to enter into the Agreement for the Party for which they sign.

IN WITNESS WHEREOF, City and the County have executed this Agreement, effective as of the date first above written.

City of Dawsonville, Georgia:

Mike Eason

Mayor

Print Name:

Title: City Clerk

Etowah Masonic, Lodge, # 222

Capacity:

ICITY SEA

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (hereinafter, the "Agreement") is made and entered into this _____ day of ______, 2021, 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 (County and City, collectively, the "Parties").

RECITALS

WHEREAS, City has asserted claims against County relating to the SPLOST approved by voters on March 16, 2021 (the "SPLOST") and filed a lawsuit in Dawson County Superior Court (2021-cv-0151) to challenge the SPLOST (the "Lawsuit");

WHEREAS, County denies the validity of such claims, has asserted the legality of the SPLOST, and has filed a motion to dismiss the Lawsuit; and

WHEREAS, rather than litigate the validity of the claims, the Parties desire to fully and finally settle any claims, as well as all remaining differences, legal disputes, claims, actions, causes of action, charges, or complaints between and among them, arising out of the SPLOST.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the signatures below, and intending to be legally bound, the Parties hereby agree as follows:

I. NO ADMISSION OF LIABILITY

The execution of this Agreement and the consideration given by each Party hereunder shall not be deemed to be an admission of liability or wrongdoing by any of the Parties, and each Party expressly denies for itself any liability or wrongdoing. Notwithstanding the foregoing, the City shall issue a press release wherein it states the following concepts: (1) the City in good faith challenged certain aspects of the SPLOST; (2) the County in good faith asserted the validity of the SPLOST and filed a motion to dismiss the Lawsuit; and (3) that in order to move the best interests of the citizens of Dawson County and the City of Dawsonville forward, the City and County worked together to reach an agreement that allows their dispute to end and the SPLOST to go forward without any further challenge. The County may join in the City's press release, or may issue its own addressing the same points.

II. COUNTY PROJECTS

The County shall develop the following projects in accordance with the provisions set forth below. The County may use SPLOST funds or other available funds to complete the projects.

- A. <u>Road Repaving.</u> The County shall repave the following roads as part of its road and culvert improvements projects:
 - i. Shoal Creek Road from the Historic Courthouse to State Route 136. This improvement shall be completed within the time provided for completion of projects under the SPLOST.
 - ii. Burt Creek Road from State Route 136 to the Dawson County/Lumpkin County line. This improvement shall be completed within two calendar years from execution of this Agreement.
- Sheriff Patrol Vehicles. The City, the Dawson County Sheriff, and the County are B. finalizing a separate IGA (the "Sheriff IGA") for the City to fund certain aspects of the law enforcement budget so as to provide additional services for the incorporated area of Dawson County. The Sheriff IGA contemplates the addition of two Sheriff's deputies to serve the incorporated area of Dawson County. Based on the requirement that SPLOST funds must be spent on capital assets, the County shall fund the one-time purchase of the fixed (capital) assets necessary to initially equip the two deputy positions contemplated by the Sheriff IGA, consisting of: two patrol vehicles for use by the Dawson County Sheriff, and the uniforms, vests, body cameras, firearms, and similar capital equipment associated with the two deputy positions. It is understood by the Parties that the County's requirement to fund expenses under this paragraph is contingent upon the City, the Dawson County Sheriff, and the County finalizing and entering into the Sheriff IGA. In the event the Agreement between the City, the Dawson County Sheriff and the County is not entered into by the Parties, the County's obligations under this provision shall cease.
- C. Contribution Toward Mutually Beneficial Projects. The County shall contribute \$125,000.00 toward any City project or projects which reasonably benefit the citizens of both the City and the unincorporated County. By way of example and not limitation, it would not be appropriate to utilize the funds provided for in this paragraph in order to resurface a street within a residential subdivision development. The County shall fund such project(s) as a reimbursement of incurred costs. The City may request County confirmation that the particular project(s) selected by the City are consistent with this paragraph, which confirmation shall not be unreasonably withheld or delayed. Reimbursement will be made within thirty (30) days of receipt of invoices for incurred costs.

III. IGA FOR PARKING

The City and County will enter into an IGA, wherein the County shall make County-owned parking lots within the City available for City uses after-hours and on weekends. This will apply to parking spots at all County facilities in Dawsonville, including any future County facilities (e.g. Health Department) that may, in the County's discretion, be constructed within the corporate limits of the City of Dawsonville. The term of the IGA shall be for the term of SPLOST VII, with an option to renew (upon approval by both parties) for additional terms of five years after the initial term. The IGA shall include reasonable notice requirements when either party has a major event that would require significant parking needs, and City must promptly clean up the parking lot after its major events. Nothing in the IGA will prevent the County from relocating or modifying any facility or parking area in its sole discretion.

IV. IGA FOR SPLOST

The Parties agree to enter into a SPLOST Intergovernmental Agreement ("SPLOST Agreement"), promptly after approval of this Agreement, reflecting the SPLOST that was approved by voters on March 16, 2021. The Agreement will also specify that after the collection of the first \$8,500,000.00 (to be used for Level II County Wide Projects), the City shall receive the next \$1,500,000.00, which amount shall be counted towards its overall 12% of the SPLOST proceeds after the collection of the \$8,500,000.00. The IGA shall provide, after the City has received its \$1,500,000.00, for the County to have an accelerated payment period, wherein the collections are balanced to the City/County respective 12%/88% parameters, and after such balance is achieved, the remainder of the SPLOST proceeds will be collected based upon those same percentages (12% and 88%).

V. RELEASE AND DISMISSAL OF LAWSUIT

With the execution of this Agreement and the separate IGAs called for in paragraphs III and IV, except for the County's obligations set forth in this Agreement, City, on behalf of itself and its agents, assigns, employees, and officers, does hereby forever release and discharge the County and each of its agents, assigns, employees, and officers, and any others who may have acted in concert with the County, from any and all charges, complaints, claims, counterclaims, third-party claims, liabilities, obligations, promises, agreements, controversies, demands, damages, expenses, actions, causes of action or suits of any kind or nature, known or unknown, direct or indirect, arising out of the SPLOST, including without limitation any claim that the SPLOST is invalid or improper, that the County violated any of the City's rights in connection with the SPLOST, or that the City is entitled to any share of SPLOST proceeds not set forth in the SPLOST Agreement. (Nothing herein shall constitute a waiver or release of any claim by the City that the County has not complied with the terms of the SPLOST Agreement or this Settlement Agreement.) Within three business days after complete execution of this Agreement and the IGAs called for in paragraphs III and IV, the City shall dismiss the Lawsuit with prejudice and file an accompanying final case disposition form. Each Party shall bear its own legal fees and costs associated with the Lawsuit and the negotiation of this Agreement.

VI. MISCELLANEOUS PROVISIONS

A. Effective Date

This Agreement shall become effective immediately upon the execution of this Agreement by all Parties hereto.

B. Entire Agreement

This Agreement contains the entire agreement of the Parties and no waiver, modification, or amendment of this Agreement shall be valid unless it is by an express writing and signed by the Parties.

C. Construction of Agreement

The Parties acknowledge and agree that this Agreement and the full and final settlement memorialized herein have been negotiated between and among the Parties. In the event of a dispute about the meaning, construction, or interpretation of this Agreement, no presumption shall apply so as to construe the language of the Agreement for or against either Party. This Agreement shall be binding upon and inure to the benefit of all of the Parties and upon their administrators, representatives, executors, successors and permitted assigns. This Agreement may be executed in multiple counterparts and all such counterparts shall be taken together so that they may constitute a completely executed agreement among the Parties. This Agreement shall not be construed to confer upon any third person or entity not a Party any rights or privileges, or to impose upon any of the Parties any obligations or responsibilities to third persons or entities not Parties. If any provision of this Agreement is held to be illegal or invalid in any suit, action or proceeding by a court of competent jurisdiction, such provision shall be deemed to be severed and deleted for purposes of such suit, action or proceeding only, unless otherwise ordered by such court, and neither such provision nor its severance and deletion shall affect the validity of the remaining provisions.

D. Authority to Sign

The individuals signing this Agreement hereby represent and warrant that he/she has all of the requisite power, authority and competency to execute and enter into the Agreement for the Party represented. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, City and the County have executed this Agreement, effective as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

	City of Dawsonville, Georgia:
	Mety Chan
	Mike Eason
	Mayor
Attest: Dlyna Must Print Name: Beverly A. Band Its: City Clerk	nister
	*
	Dawson County, Georgia:
	Billy Thurmond Chairman, Board of Commissioners
	[COUNTY SEAL]
Attest:	
By:	· · · · · · · · · · · · · · · · · · ·
Its: County Clerk	



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #__7b___

SUBJECT: APPROVE DAWSON COUNTY CHAMBER OF COMMERCE FY 2022
AGREEMENT WITH THE CITY

CITY COUNCIL MEETING DATE: 06/7/2021
BUDGET INFORMATION: GL ACCOUNT # NA Funds Available from: Annual Budget Capital Budget Other Budget Amendment Request from Reserve: Enterprise Fund General Fund
PURPOSE FOR REQUEST: TO APPROVE THE AGREEMENT WITH THE DAWSON COUNTY CHAMBER OF COMMERCE FOR THE FY2022
 HISTORY/ FACTS / ISSUES: AGREEMENT UP FOR APPROVAL FOR FY 2021 – 2022 CURRENT AGREEMENT EXPIRES 06/30/2021 BUDGETED AMOUNT CURRENTLY AT \$12,000 ANNUALLY (\$1,000 PER MONTH) AGREEMENT IN PLACE SINCE FY 2014-2015
OPTIONS: APPROVE, AMEND, DENY OR TABLE
RECOMMENDED SAMPLE MOTION:
REQUESTED BY: Beverly Banister. City Clerk

City of Dawsonville and Chamber of Commerce Agreement

THIS AGREEMENT, made by and between the City of Dawsonville, Georgia, a Municipal Corporation, hereinafter termed the "City", and the Dawson County Chamber of Commerce and Office of Tourism Development, a non-profit corporation, hereinafter termed the "Chamber".

WITNESSETH

WHEREAS, the City is desirous of promoting the existing commercial and industrial businesses and tourism attractions located in the City and the desirability of disseminating information to said existing commercial and industrial businesses and tourism attractions, and of properly following up and giving consideration to inquiries for assistance to existing businesses and tourism attractions made from time to time relative to various promotional opportunities in said City; and

WHEREAS, the law of Georgia authorizes the expenditures of monies accruing to the General Fund of the City for such activities; and

WHEREAS, the Chamber is organized for and equipped to carry on the promotion of existing commercial and industrial businesses and tourism attractions on behalf of said City and to publicize and assist these businesses and attractions to their best advantages,

NOW, THEREFORE, in consideration of the premises and covenants and promises, hereinafter set forth, the parties hereto do hereby agree as follows:

- 1. The Chamber will undertake the following programs in implementation of the above promotional activities on behalf of the existing business and tourism community of the City as follows:
 - a. To employ a competent staff to properly carry out this Agreement and other tasks and programs considered appropriate by the Chamber membership.
 - b. To promptly give assistance relative to the existing business and attraction advantages and opportunities in the City, and to disseminate information by correspondence, media promotion and publicity, and personal contacts favorably advertising such advantages and opportunities of existing businesses and attractions.
 - c. To plan, organize, find, coordinate, and implement educational programs, seminars, and activities for the purpose of assisting local businesses in maximizing productivity and profitability.
 - d. To educate, promote, and inform the business community through the preparation of a Chamber Newsletter sent no less often than twice per month.

- e. To provide input to the City on matters pertaining to the status of businesses and tourism within the City.
- f. To help develop and promote programs designed to promote existing businesses and attractions within the City.
- g. To provide welcome/new resident packets designed to acquaint all new residents with the City's business community and City private and government services.
- h. To actively participate on City Committees.

- 2. That in consideration of the services provided herein, the City shall pay monthly to the Chamber the sum of \$1,000.00 for the term of this Agreement or any renewal thereof.
- 3. As further consideration for the covenant aforesaid of the City to pay said funds to the Chamber, the Chamber hereby covenants that it will not use its name or funds, or permit or suffer its name or funds to be used, in connection with the election, nomination, support, publicity, endorsement, or appointment of any officer or employee of the City or of any other governmental agency. And, furthermore, the Chamber shall refrain from participation in the distribution of emails, written or oral communications, pamphlets or handbills of any kind favoring or opposing any candidate for election to any City office or to the office of any quasi-municipal agency of which the City area is a part.
- 4. The Chamber shall furnish periodic reports of its activities to the City which shall consist of the business and tourism promotion activities, publicity, business educational seminars, events, etc. scheduled for the next quarter and a review of previous accomplishments.
- 5. This Agreement supersedes all previous agreements between the City and the Chamber of Commerce. This Agreement is terminable by either party upon thirty (30) days prior written notice. Unless renewed by mutual execution, this agreement shall expire June 30, 2022.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their properly authorized officers on this 7th day of June 2021.

CITY OF DAWSONVILLE	CHAMBER OF COMMERCE
Mike Eason, Mayor	Mandy Power, President



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #_7c___

SUBJECT: APPROVE RESOLUTION AND ADOPTION AGREEMENTS FOR ADDITIONAL RETIREMENT PLAN

TETHEREN LAND
CITY COUNCIL MEETING DATE: 06/07/2021
BUDGET INFORMATION: GL ACCOUNT #
☐ Funds Available from: Annual Budget Capital Budget Other
☐ Budget Amendment Request from Reserve:Enterprise FundGeneral Fund
PURPOSE FOR REQUEST:
APPROVE RESOLUTION AND AGREEMENT FOR THE 457(b) DEFERRED COMPENSATION PLAN AND THE RESOLUTION AND AGREEMENT FOR THE 401(a) DEFINED CONTRIBUTION PLAN
HISTORY/ FACTS / ISSUES:
 COUNCIL APPROVED ADDITIONAL RETIREMENT BENEFITS ON 04/19/2021 FUNDING INCLUDED IN FY 2022 BUDGET
OPTIONS:
RECOMMENDED SAMPLE MOTION:
REQUESTED BY: Robin Gazaway, Finance Administrator

THE GEORGIA MUNICIPAL ASSOCIATION 457(b) DEFERRED COMPENSATION PLAN

RESOLUTION AND ADOPTION AGREEMENT

City of Dawsonville

Administered by:
Georgia Municipal Association
201 Pryor Street, SW
Atlanta, Georgia 30303

Telephone: 404-688-0472 Facsimile: 404-577-6663

RESOLUTION

WHEREAS, the City of Dawsonville, Georgia, (hereinafter referred to as the "Participating Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a deferred compensation plan;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering salary reduction contributions;

WHEREAS, the Participating Employer has reviewed the Georgia Municipal Association ("GMA") Deferred Compensation Plan ("Plan");

WHEREAS, the Participating Employer wishes to participate in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the Participating Employer has executed an Adoption Agreement for the Plan; and

WHEREAS, the Mayor and Council of the City of Dawsonville ("Governing Authority") is authorized by law to adopt this resolution approving the Adoption Agreement on behalf of the Participating Employer;

Therefore, the Governing Authority of the Participating Employer hereby resolves:

<u>Section 1.</u> The Participating Employer adopts the Plan and the Trust Agreement ("Trust") for the Plan for its Employees.

<u>Section 2.</u> The Participating Employer acknowledges that the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan ("Trustees") are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

Section 3. The Participating Employer hereby adopts the terms of the Adoption Agreement, which is attached hereto and made a part of this resolution. The Adoption Agreement sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Adoption Agreement, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Trustees of the Plan.

Section 4.

(a) The Participating Employer shall abide by the terms of the Plan and the Trust, including amendments to the Plan and the Trust made by the Trustees of the Plan,

- all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.
- (b) The Participating Employer accepts the administrative services to be provided by GMA and any services provided by a Service Manager as delegated by the Trustees. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' accounts.

Section 5.

- (a) The Participating Employer may terminate its participation in the Plan, if it takes the following actions:
 - (i) A resolution must be adopted terminating its participation in the Plan.
 - (ii) The resolution must specify when the participation will end.

The Trustees shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan.

(b) The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.

Section 6. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

<u>Section 7.</u> This resolution and the	he Ado	option Agreement shall be submitted to the
**		ermine whether the resolution complies with
the Plan, and, if it does, shall provide ap	propri	ate forms to the Participating Employer to
		stees may refuse to approve an Adoption
Agreement by an Employer that does not have	ve state	e statutory authority to participate in the Plan.
The Governing Authority hereby acknowleds	ges that	t it is responsible to assure that this resolution
and the Adoption Agreement are adopted ar	nd exec	cuted in accordance with the requirements of
applicable law.		
	y on _	,, in accordance
with applicable law.		
	$\mathbf{R}_{\mathbf{V}}$	
	Бу	Signature
		Signature
		Name and Title
Attest:	_	
Date:	-	

[Governing Authority should assure that applicable law is followed in the adoption and execution of this resolution.]

GMA 457(b) DEFERRED COMPENSATION PLAN ADOPTION AGREEMENT

ADMINISTRATOR

Georgia Municipal Association 201 Pryor Street, SW Atlanta, Georgia 30303 Telephone: 404-688-0472 Facsimile: 404-577-6663

PARTICIPATING EMPLOYER

Name: City of Dawsonville, Georgia

GOVERNING AUTHORITY

Name: <u>Mayor and Council for the City of Dawsonville</u> Address: <u>415 Hwy 53 E Ste. 100, Dawsonville, GA 30534</u>

Phone: 706-203-4917 Facsimile: 706-265-4214

Person Authorized to receive Official Notices from the Plan or GMA: Finance

Administrator

TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (check one):

This is a new 457(b) deferred compensation plan adopted by the Participating Employer for its Employees. This plan does not replace or restate an existing deferred compensation plan.
This is an amendment and restatement of another 457(b) deferred compensation plan of the Participating Employer.
This is an amendment of the GMA 457(b) Adoption Agreement previously adopted by the Participating Employer (please specify type below):

		contribution design elections in the Adoption Agreement.
		This is an amendment to add a new Department or a new class of Eligible Employees.
		This is an amendment to discontinue participation in the Plan by one or more Departments or classes of Employees.
		Other (please specify):
		DISCLOSURE OF OTHER 457(b) PLAN(S)
compensat compensat	tion plan(tion plans,	bating Employer does or does not have an existing deferred (s). If the Participating Employer does have one or more deferred the Governing Authority must provide the plan name and the name of the such other relevant information requested by the Administrator.
Pla	n Name(s)
Pla 	n Provide	r(s)
· · · · · · · · · · · · · · · · · · ·		

This is an amendment to change one or more of the Adopting Employer's

<u>VERY IMPORTANT</u>: All eligible plans of a Participating Employer are considered to be a <u>single</u> plan for purposes of compliance with Code Section 457(b). <u>Thus, if a Participating Employer has more than one eligible plan (or additional investment options under a 457(b) arrangement with more than one vendor), the Participating Employer is responsible for ensuring that all of its arrangements, treated as a single plan, comply with the 457(b) requirements, including, but not limited to, the requirements listed below. The Participating Employer must carefully review the Master Plan provisions listed below to fulfill its responsibility for monitoring coordination of multiple plans.</u>

- Compliance with the limit on Annual Deferrals to an eligible plan (including the basic limit (Section 6.1), the age 50 catch-up (Section 6.2), and the special 457 catch-up limit (Section 6.3)) (carefully review Article VI of the Master Plan for these rules).
- Compliance with the requirements for special 457 catch-up deferrals limits, including the requirement that a Participant have only one Normal Retirement Age (with respect to the special 457 catch-up limit) under all eligible plans offered by an Employer (carefully review Sections 1.24 and 6.3 of the Master Plan for these rules). (In essence, this means that once a Participant has selected a Normal Retirement Age under any eligible plan offered by an employer, he or

she may not select a different one, and the selection will remain that Participant's Normal Retirement Age under all eligible plans offered by the Employer).

- Compliance with the requirement to distribute excess deferrals (an excess deferral means the amount of deferrals for a calendar year that is more than the basic limit, the age 50 catch-up limit, and the special 457 catch-up limit) (carefully review Section 6.7 of the Master Plan for these rules). (This means that the Participating Employer will have to tell the ADMINISTRATOR if excess deferrals need to be distributed from this Plan.)
- If the Participating Employer has directed a plan-to-plan transfer, then the Participating Employer is responsible for compliance with the plan-to-plan transfer provisions (carefully review Article XVIII of the Master Plan for these rules).

PLAN YEAR

Plan Year means the Employer's fiscal year, which begins on the following date: <u>July 1</u> (insert month and day, e.g., July 1).

ELIGIBLE EMPLOYEES

Only Employees (including independent contractors specifically designated by the Employer below) as defined in the Plan may be covered by the Adoption Agreement. Subject to other conditions in the Plan, this Adoption Agreement, and Addendum (if applicable), the following Employees are eligible to participate in the Plan:

	All Employees (includes elected or appointed members of the Governing Authority)
	All Employees with the exception of the following (must specify): <u>Elected or appointed members of the Governing Authority.</u>
The following	Independent Contractors may participate in the Plan (must specify):

Employers must assure that proper procedures are in place for independent contractors to participate in and make deferrals under the Plan.

The Employer shall provide the Trustees with the name, address, Social Security Number, and date of birth for each Eligible Employee.

PAYROLL PERIOD

The pa	yroll po	eriod of the Participating Employer is:		
		 □ Weekly □ Semi-Monthly □ Bi-Weekly □ Monthly □ Other (must specify): 		
	made it	an Eligible Employee with respect to a payroll period in a of the Eligible Employee has entered into a Participation Agamonth.		
		COMPENSATION		
payments may but only if the f later, the en- only if it is a Participant when payments in C	be income the best between the best best best best best best best bes	on Paid After Severance From Employment — Certain cluded in Compensation for purposes of computing deferrals ounts are paid no later than 2½ months after severance from eact calendar year that includes a Participant's severance from ent that, absent a severance from employment, would have be Participant continued in employment with the Participating I yer makes the following election with respect to including a sation (Note: if the following is not completed, no post-sever compensation by default):	under the Plan, employment or, apployment, and een paid to the Employer. The post-severance	
	compu	post-severance payments will be included in Compensation for purposes of aputing deferrals under the Plan (if this box is checked, skip to "Modification he Terms of the Adoption Agreement" below).		
	payme than 2 calend absent Partici	For purposes of calculating deferrals under the Plan, the following post-severance payments will be included in Compensation, as long as: 1) they are paid no late than 2 ½ months after severance from employment or, if later, the end of the calendar year that includes the Participant's severance from employment; and 2 absent a severance from employment, they would have been paid to the Participant while the Participant continued in employment with the Participating Employer (check all that apply):		
		regular compensation paid after severance from employmerendered prior to severance during the Participant's regular v		
		compensation paid after severance from employment for ser prior to severance outside the Participant's regular work overtime or shift differential), commissions, bonuses, or payments	hours (such as	
		post-severance payments for unused accrued bona fide side other leave, but only if the Participant would have been a leave if employment had continued		
		Other:		

MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT
If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement, the Governing Authority by official action must adopt a new Adoption Agreement and forward it to the Trustees for approval. The new Adoption Agreement is not effective until approved by the Trustees and other procedures required by the Plan have been implemented.
TERMINATION OF THE ADOPTION AGREEMENT
This Adoption Agreement may be terminated only in accordance with the Plan.
EFFECTIVE DATE
The 457(b) Plan will be effective as follows (choose one):
Amendment and Restatement. The amended and restated 457(b) Plan will be effective,, with respect to contributions as approved by the Board of Trustees, below. The 457(b) Plan was originally effective,
EXECUTION BY EMPLOYER The foregoing Adoption Agreement is hereby adopted and approved on the day
of, by the
Signed:
Printed Name:
Title:

GMA 457(b) Plan <u>City of Dawsonville</u>

Date of Signature:

TRUSTEES' APPROVAL

The Adoption Agreement is approved by the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan. Contributions shall first be remitted under this Adoption Agreement as follows:

Within 15 business days after the Payroll Period ending

	Within 15 business days after the Payroll Period ending,				
	Other (must specify)				
	In the case of an amendment, contributions continue on existing schedule unles new employee classes are added, in which case contributions for such new employee classes shall first be remitted				
Dated:		By:			
		Title:on behalf of the Board of Trustees			

ROTH 457(b) ADDENDUM TO THE GEORGIA MUNICIPAL ASSOCIATION 457(b) DEFERRED COMPENSATION PLAN ADOPTION AGREEMENT

This is an Addendum to the Adoption Agreement completed by the <u>City of Dawsonville</u>, <u>Georgia</u>. It modifies the Adoption Agreement by providing for Roth Contributions to the Plan.

Effective <u>July 1, 2021</u>, Eligible Employees under the Employer's GMA 457(b) Deferred Compensation Plan shall be permitted to make Roth Contributions under the Plan and to receive Rollovers of Roth Contributions under the Plan, in accordance with the terms and conditions of the 457(b) Deferred Compensation Plan Master Plan Document.

To make Roth Contributions under the Plan, an Eligible Employee must designate on the Participation Agreement that his or her Annual Deferrals under the Plan are to be treated as after-tax Roth Contributions. If an Eligible Employee fails to designate whether Annual Deferrals are pre-tax Employee Contributions or after-tax Roth Contributions, the Eligible Employee will be deemed to have designated his or her Annual Deferrals as pre-tax Employee Contributions and not as Roth Contributions.

The Employer is responsible for distributing any and all applicable notices to employees regarding establishment of a Roth Contribution Account and an Eligible Employee's rights and responsibilities thereunder. The Employer is responsible for implementing Roth Contributions following an Eligible Employee's election to make Roth Contributions under the Plan, including but not limited to withholding applicable after-tax Roth Contributions, remitting said Roth Contributions to the Service Manager and providing the Service Manager with information necessary to establish accounts for Eligible Employees making Roth Contributions or receiving Rollovers of Roth Contributions pursuant to this Addendum.

EXECUTION BY EMPLOYER

0 0	•	ted and approved on the _	•
	Signed:		
	Printed	Name:	
	Title:		
	Date of	Signature:	

TRUSTEES' APPROVAL

The Addendum is approved by the and Deferred Compensation Plan.	ne Board of Trustees of the GMA Defined Contribution
Dated:	By:
	Title:on behalf of the Board of Trustees

THE GEORGIA MUNICIPAL ASSOCIATION, INC.

401(a) DEFINED CONTRIBUTION PLAN

Amended and Restated As of January 1, 2018

RESOLUTION AND

ADOPTION AGREEMENT

City of Dawsonville

Administered by: Georgia Municipal Association, Inc. 201 Pryor Street, SW Atlanta, Georgia 30303

Telephone: 404-688-0472 **Facsimile:** 678-686-6289

GMA 401(a) DC Plan <u>City of Dawsonville</u>

RESOLUTION

WHEREAS, the City of Dawsonville, Georgia, (hereinafter referred to as the "Participating Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a defined contribution plan, funded by employer contributions;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering ⊠ matching and/or □ non-matching contributions;

WHEREAS, the Participating Employer has reviewed the Georgia Municipal Association, Inc. ("GMA") Defined Contribution Plan, as amended and restated effective as of January 1, 2017 ("Plan");

WHEREAS, the Participating Employer wishes to ⊠ participate or □ continue participating in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the Participating Employer has executed an Adoption Agreement (and, if applicable, an Addendum) for the Plan; and

WHEREAS, the Mayor and Council of the City of Dawsonville ("Governing Authority") is authorized by law to adopt this resolution approving the Adoption Agreement (and, if applicable, Addendum) on behalf of the Participating Employer;

Therefore, the Governing Authority of the Participating Employer hereby resolves:

<u>Section 1</u>. The Participating Employer adopts the Plan and the Trust Agreement ("Trust") for the Plan for its Employees.

<u>Section 2</u>. The Participating Employer acknowledges that the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan ("Trustees") are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

Section 3.

(a) The Participating Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this resolution. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Trustees of the Plan. The

GMA 401(a) DC Plan City of Dawsonville

Participating Employer acknowledges that it is solely responsible for submitting Employer Contributions in accordance with the terms of this Adoption Agreement, including submitting said Employer Contributions as scheduled based on its Payroll Period or the end of the Plan Year, as applicable.

(b) The Participating Employer acknowledges that it may not be able to rely on the opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Participating Employer's Plan to be a qualified plan.

<u>Section 4</u>. The Participating Employer hereby authorizes Georgia Municipal Association, Inc. ("GMA"), the Provider who sponsors the Plan on behalf of the Trustees, to amend the Plan on its behalf as provided under Revenue Procedures 2017-41, 2011-49, and 2007-44. The Participating Employer understands that the implementing amendment reads as follows:

GMA will maintain a record of the Participating Employers, and GMA will make reasonable and diligent efforts to ensure that Participating Employers have actually received and are aware of all Plan amendments and that such Participating Employers adopt new documents when necessary. The provisions of this subsection shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.

The Trustees or GMA, as directed by the Trustees, hereby reserves the right to terminate the Plan without consent of the Participating Employers or of Participants (or any Beneficiaries thereof) and, likewise, to amend the Plan without consent of the Participating Employers or of Participants (or any Beneficiaries thereof) to make desired changes in the design of the Plan. A true copy of the resolution of the Trustees approving such amendment shall be delivered to the Administrator and the Participating Employers. The Plan shall be amended in the manner and effective as of the date set forth in such resolution, and the Participating Employers, Employees, Participants, Beneficiaries, the Administrator, and all others having any interest under the Plan shall be bound thereby.

On and after February 17, 2005, GMA shall have the authority to advise and prepare amendments to the Plan, for approval by the Trustees, on behalf of all Participating Employers, including those Participating Employers who have adopted the Plan prior to the January 1, 2018, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Participating Employers. Any amendment prepared by the Provider and approved by the Trustees will be provided by the Administrator to Participating Employers. Notwithstanding the foregoing paragraphs, effective on or after June 27, 2016, for any Participating Employer as of either:

GMA 401(a) DC Plan

City of Dawsonville

- the date the Internal Revenue Service requires the Participating Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Participating Employer to incorporate a type of Plan not allowable in a pre-approved plan, as described in Revenue Procedure 2017-41; or
- as of the date of the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments,

such Participating Employer shall execute a resolution to adopt any amendments that are approved by the Trustees after the date under subparagraph (1) or (2) above, as applicable, within the earlier of (i) ninety (90) days after such Trustees' approval, or (ii) if applicable, the remedial amendment period under Code Section 401(b) as applicable to governmental plans. If the Participating Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, GMA's authority to amend the Plan on behalf of the Participating Employer is conditioned on the Plan receiving a favorable determination letter. The Participating Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the pre-approved plan opinion letter.

Section 5.

- (a) The Participating Employer shall abide by the terms of the Plan and the Trust, including amendments to the Plan made under Section 4 and to the Trust made by the Trustees of the Plan, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.
- (b) The Participating Employer accepts the administrative services to be provided by GMA and any services provided by a Service Manager as delegated by the Trustees. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts.

Section 6.

- (a) The Participating Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements, if it takes the following actions:
 - (i) A resolution must be adopted terminating its participation in the Plan.
 - (ii) The resolution must specify when the participation will end.

The Trustees shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan.

(b) The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.

Section 7. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

Section 8. This resolution and the Adoption Agreement (and any Addendum) shall be submitted to the Trustees for their approval. The Trustees shall determine whether the resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Trustees may refuse to approve an Adoption Agreement (and any Addendum) by an Employer that does not have legal authority to participate in the Plan. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Adoption Agreement (and any Addendum) are adopted and executed in accordance with the requirements of applicable law.

<u>Section 9.</u> As provided in Revenue Procedure 2017-41, the Participating Employer may relay on the Plan's Opinion Letter, provided that the Participating Employer's Plan is identical to the GMA Plan, and the Participating Employer has not amended or made any modifications to the Plan other than to choose the options permitted under the Plan and Adoption Agreement.

Adopted by the Governing Author accordance with applicable law.	rity on,	, ir
	By:Signature	
	Name and Title	
	Name and Title	
Attest:	_	
Date:		

GMA 401(a) DC Plan

City of Dawsonville



GMA 401(a) DEFINED CONTRIBUTION PLAN ADOPTION AGREEMENT

ADMINISTRATOR

Georgia Municipal Association, Inc. 201 Pryor Street, SW Atlanta, Georgia 30303 Telephone: 404-688-0472

Facsimile: 678-686-6289

PARTICIPATING EMPLOYER

Name: City of Dawsonville, Georgia

GOVERNING AUTHORITY

Name: Mayor and Council for the City of Dawsonville Address: 415 Hwy 53 E Ste. 100, Dawsonville, GA 30534

Phone: 706-203-4917 Facsimile: 706-265-4214

Title of Person Authorized to receive Official Notices from the Plan or

GMA: Finance Administrator

DISCLOSURE OF OTHER 401(a) PLAN(S)

This Participating Employer \square does or \boxtimes does not have an existing defined contribution plan(s). If the Participating Employer does have one or more defined contribution plans, the Governing Authority must provide the plan name, name of the plan's provider, and such other information requested by the Administrator.

TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Adoption Agreement, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined contribution plan, and is part of the GMA Defined Contribution and Deferred Compensation Program. Plan provisions designed to comply with applicable provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2017-37 (the 2017 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Master Plan Document. By adopting

this Adoption Agreement, with its accompanying Master Plan Document, the Participating Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a) and the 2017 Cumulative List with the applicable effective dates.

This Adoption Agreement is for the following purpose (check one):

its En Agree plan	is a new defined contribution plan adopted by the Participating Employer for apployees effective <u>July 1, 2021</u> (insert effective date of this Adoption ement but not earlier than the beginning of the plan year in which the is adopted), with respect to Contributions as approved by the Board of the below.
	Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be requested from GMA to be completed as part of the Adoption Agreement.
Contri Emplo this A which is add amend effects	is an amendment and restatement of the current GMA 401(a) Defined ibution Plan or other defined contribution plan of the Participating over, the effective date of which shall be(insert effective date of doption Agreement but not earlier than the first day of the plan year in the plan is restated or the beginning of the plan year in which the plan opted). This Adoption Agreement is intended to replace and serve as an alment and restatement of the Employer's preexisting plan, which became two on, (insert original effective date of isting plan). Check this box if (i) any preexisting plan provisions will be preserved from a superseded non-GMA plan or (ii) any non-conforming provisions will be included in Plan provisions. An Addendum must be completed as
	part of the Adoption Agreement.
(inser begin current Partic	is an amendment to be effective as of
	Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be completed as part of the Adoption Agreement.

GMA 401(a) DC Plan City of Dawsonville

PLAN YEAR

Plan Year means the Participating Employer's Fiscal Year. For purposes of the limitations under Code Section 415(c) set forth in Article V of the Master Plan Document, the limitation year means the calendar year.

The Employer's Fiscal Year starts on: <u>July 1</u> (insert month and day e.g., July 1).

COVERED DEPARTMENTS

(check		icipating Employer may cover all of its departments in the Plan or only those listed
	\boxtimes	All Departments
		Covered Departments (must specify):
		ELIGIBLE EMPLOYEES
and th to par	endent c is Adop ticipate	Employees as defined in the Plan may be covered by the Adoption Agreement. Contractors may not participate in the Plan. Subject to other conditions in the Plan tion Agreement, the following Employees of the Covered Departments are eligible in the Plan, provided that they satisfy any additional eligibility requirements or "Other Eligibility Requirements" below (check one):
		All
		All with the following exclusions: ☐ Municipal Legal Officer ☐ Elected or appointed officials ☐ Other¹ (must specify and clearly define the ineligible classification of employees):
		Only employees in any eligible 457(b) plan of the Employer. <u>Note</u> : Please check this box if the sole purpose of this Plan is to provide Employer contributions to match Employee contributions to any eligible 457(b) Plan of the Employer.
		Only employees in the Employer's GMA 457(b) plan. Note: Please check this box if the sole purpose of this Plan is to provide Employer contributions to match Employee contributions to the Employer's GMA 457(b) Plan.

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¹ Do not specify the inclusion or exclusion of a participant by using the name of the employee.

Ц	Employees; Eligible Employees shall not include non-governmental employees, independent contractors, or any other ineligible individuals):
No employee	may be excluded based on the attainment of a maximum age.
	shall provide the Administrator with the name, address, Social Security Number, rth for each Eligible Employee, as defined by the Adoption Agreement.
	OTHER ELIGIBILITY REQUIREMENTS
number of home	num Hours Per Week A Participating Employer may prescribe a minimum ours that an Employee must be scheduled and normally work in order to be an oyee under the Plan. The Employer hereby elects the following (elect either "No ours Required" or "Minimum Hours Required" below. If you elect to have a requirement you must specify the <u>number</u> of hours required in the space provided Minimum Hour Requirement below only applies to common law Employees of the does not apply to elected or appointed officials.
	No Minimum Number of Hours Required
	Minimum Hours Required Per Week (regularly scheduled):
	30 hours/week (must not exceed 40 hours/week)
	Other Minimum Hour Requirement (must specify):
Eligible Empl	If a different minimum hour requirement applies to a particular class or classes of oyees, please specify below the classes to whom the different requirement applies ne minimum hour requirement applicable to them.
	Eligible Employees to whom exception applies (must specify - specific positions ple; specific individuals may not be named):
Minimum hou	r requirement applicable to excepted Eligible Employees:
	No Minimum Number of Hours Required
	Minimum Hours Required Per Week (regularly scheduled):
	☐ (must not exceed 40 hours/week)
	Other Minimum Hour Requirement (must specify):
If any	Eligible Employee ceases to meet the Minimum Hour Requirement (if any), he or

GMA 401(a) DC Plan City of Dawsonville

she becomes ineligible for additional contributions until he or she once again meets the

requirement. It is the Participating Employer's responsibility to monitor this requirement and to report to the Administrator a change in employee eligibility.

Eligible Employee may become a Participant in the Plan. The Employer hereby elects the

Waiting Period -- A Participating Employer may establish a waiting period before an

following (elect "no waiting period" or one of the waiting period options below): \boxtimes No waiting period. An Eligible Employee may become a Participant immediately upon meeting the eligibility conditions of the Plan. A waiting period described under one of the following options (check one): **Minimum Period of Service** (please complete items below): The waiting period for participation in the Plan shall be ____ (not to exceed 12 months) of service, calculated from the commencement of the Eligible Employee's employment with the Employer. Eligible Employees who are employed on the date the Plan is adopted ☐ will be ☐ will not be given credit for prior service as an Employee for purposes of satisfying the waiting period. Different periods of service \(\subseteq \text{will be } \subseteq \text{will not be added together to} \) determine whether the waiting period has been satisfied. Minimum Period of Contributions to 457(b) Plan (please complete items below): The waiting period for participation in the Plan shall be ___ (not to exceed 12 months) of the Eligible Employee's making contributions to the Employer's eligible 457(b) plan(s). Eligible Employees who are employed on the date the Plan is adopted \square will be \square will not be given credit for prior contributions made to the eligible 457(b) plan(s) for purposes of satisfying the waiting period. After initially meeting the waiting period, any interruption of employee contributions to the eligible 457(b) plan(s) \square will \square will not require the employee to meet another waiting period to qualify for matching contributions. Different periods of service in which deferrals are made as an Eligible Employee ☐ will ☐ will not be added together to determine if the waiting

period has been satisfied.

Exceptions: If a different waiting period requirement applies to a particular class or classes of Eligible Employees, please specify below the classes to whom the different requirement applies and indicate the waiting period requirement applicable to them.

, ,	_	Employees to whom exception applies (must specify - specific positions cific individuals may not be named):
Waiting perio	d requii	rement applicable to excepted Eligible Employees:
		vaiting period. An Eligible Employee may become a Participant diately upon meeting the eligibility conditions of the Plan.
	A wai	ting period described under one of the following options (check one):
		<u>Minimum Period of Service</u> (please complete items below):
		The waiting period for participation in the Plan shall be (not to exceed 12 months) of service, calculated from the commencement of the Eligible Employee's employment with the Employer.
		Eligible Employees who are employed on the date the Plan is adopted \square will be \square will not be given credit for prior service as an Employee for purposes of satisfying the waiting period.
		Different periods of service \square will be \square will not be added together to determine whether the waiting period has been satisfied.
		Minimum Period of Contributions to 457(b) Plan (please complete items below):
		The waiting period for participation in the Plan shall be (not to exceed 12 months) of the Eligible Employee's making contributions to the Employer's eligible 457(b) plan(s).
		Eligible Employees who are employed on the date the Plan is adopted \square will be \square will not be given credit for prior contributions made to the eligible 457(b) plan(s) for purposes of satisfying the waiting period.
		After initially meeting the waiting period, any interruption of employee contributions to the eligible $457(b)$ plan(s) \square will \square will not require the employee to meet another waiting period to qualify for matching contributions.
		Different periods of service in which deferrals are made as an Eligible Employee will will not be added together to determine if the waiting period has been satisfied

EMPLOYER CONTRIBUTIONS

A Participating Employer may make Matching Contributions <u>and/or</u> Non-Matching Contributions as specified below. Matching Contributions and Non-Matching Contributions that are tied to Payroll Periods (as defined in this Adoption Agreement) must be remitted to the Administrator no later than 15 business days after the end of the Payroll Period. Annual Contributions must be remitted to the Administrator no later than 15 days after the end of the Plan Year. A Participating Employer may establish one or more classes of employees for contribution purposes in this Adoption Agreement. However, no employee may be excluded from contributions based on the attainment of a maximum age.

The Participating Employer hereby elects to make contributions as follows (check matching, non-matching, or both as applicable):

Matching Contributions

Employer Contributions shall be made to match all or a portion of a Participant's contribution to an eligible 457(b) deferred compensation plan, including but not limited to the GMA Deferred Compensation Plan. The Employer must identify the class or classes of Participants for whom contributions will be made and the contribution formula:

<u>Class A Matching Contributions</u> will be made on the following basis for <u>Class A Participants</u>:

<u>Class A</u> Participants are (check one):

\boxtimes	All Eligible Employees				
	Other (must specify;	specific	positions are	permissible;	must be
	Eligible Employees;	specific	individuals 1	nay not be	named):

The Employer elects the following matching contribution formula for Class A Participants (check and complete "Percentage Match," "Flat Dollar Match," or "Other Formula" below):

Percentage Match: For each Payroll Period in which the Participant contributed to the City of Dawsonville's Georgia Municipal Association 457(b) Plan (insert plan name), an eligible 457(b) Plan of the Employer, the Employer will contribute 100% (insert percentage) of the dollar amount contributed to the 457(b) Plan. (For example, if an Employer elects a 50% match, then for every \$10 the Participant contributes to an eligible 457(b) Plan, the Employer will contribute \$5 to this Plan).

<u>Cap on Percentage Match</u> - The Employer may wish to establish a cap on its matching contributions, so that the percentage (%) match amount indicated above cannot exceed a certain amount per Payroll Period. The Employer hereby elects

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	llowing cap on its percentage matching contribution (check and fill in \$ or compensation limit to apply below, or check "no cap" below):
	<u>Flat Dollar Cap:</u> In no event will Matching Contributions made on behalf of a Participant exceed a <u>flat dollar amount</u> equal to (complete as applicable):
	\$ per weekly Payroll Period \$ per bi-weekly Payroll Period \$ per semi-monthly Payroll Period \$ per monthly Payroll Period
	[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period e.g., \$100 per weekly Payroll Period, and \$200 per bi-weekly Payroll Period].
	Cap Equal to Percentage of Total Compensation: In no event will Matching Contributions made on behalf of a Participant exceed <u>1.5</u> % of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.
	No Cap
at leas	Dollar Match: For each Payroll Period in which the Participant contributed t \$ (may be \$1 to \$25) to an eligible 457(b) Plan of the Employer, articipating Employer will contribute a flat dollar amount as shown below olete as applicable):
	\$per weekly Payroll Period \$per bi-weekly Payroll Period \$per semi-monthly Payroll Period \$per monthly Payroll Period
formu Regul	Formula for Calculating Matching Contributions (must specify that that complies with definitely determinable requirements of Treasury ations Section 1.401-1(b)(1)(i) and does not violate limits applicable to nmental plans under Code Sections 401(a)(17) and 415):

[Do not complete following section on Class B Matching Contributions if all Eligible Employees are included in Class A above].

Class B Par	rticipant	s are (must specify; specific positions are permissible; must be Eligible c individuals may not be named):
		ts the following matching contribution formula for Class B Participants ete "Percentage Match," "Flat Dollar Match," or "Other Formula"
	Perce to	entage Match: For each Payroll Period in which the Participant contributed
	contr to the every contr Cap matcl cannot the fo	rt plan name), an eligible 457(b) Plan of the Employer, the Employer will ibute% (insert percentage) of the dollar amount contributed e 457(b) Plan. (For example, if an Employer elects a 50% match, then for \$10 the Participant contributes to an eligible 457(b) Plan, the Employer will ibute \$5 to this Plan). on Percentage Match - The Employer may wish to establish a cap on its hing contributions, so that the percentage (%) match amount indicated above of exceed a certain amount per Payroll Period. The Employer hereby elects ollowing cap on its percentage matching contribution (check and fill in \$ or compensation limit to apply below, or check "no cap" below):
		Flat Dollar Cap: In no event will Matching Contributions made on behalf of a Participant exceed a <u>flat dollar amount</u> equal to (complete as applicable):
		\$ per weekly Payroll Period \$ per bi-weekly Payroll Period \$ per semi-monthly Payroll Period \$ per monthly Payroll Period
		[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period e.g., \$100 per weekly Payroll Period, and \$200 per bi-weekly Payroll Period].
		<u>Cap Equal to Percentage of Total Compensation</u> : In no event will Matching Contributions made on behalf of a Participant exceed% of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.

□ No Cap

	<u>Flat Dollar Match</u> : For each Payroll Period in which the Participant contributed at least \$(may be \$1 to \$25) to an eligible 457(b) Plan of the Employer, the Participating Employer will contribute a flat dollar amount as shown below (complete as applicable):
	\$ per weekly Payroll Period \$ per bi-weekly Payroll Period \$ per semi-monthly Payroll Period \$ per monthly Payroll Period
	Other Formula for Calculating Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):
[Skip	to "Payroll Period" below if Employer is not going to make Non-Matching Contributions] Non-Matching Contributions
Participant's	Employer hereby elects to make contributions to the Plan without regard to a contribution to an eligible 457(b) plan(s). The Employer must identify the class or rticipants for whom these contributions will be made and the contribution formula:
	Matching Contributions shall be made on the following basis for Class C cipants:
	<u>Class C</u> Participants are (check one):
	☐ All Eligible Employees ☐ Other (must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named):
The lone):	Employer elects the following contribution formula for Class C Participants (check
	Year-End Contributions: A one-time Plan Year-end contribution of \$ or% of Compensation per Participant.

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		% of Compensation per Participant for each Payroll Period.
		A flat dollar amount per Payroll Period as shown below (complete as applicable):
		\$ per weekly Payroll Period \$ per bi-weekly Payroll Period \$ per semi-monthly Payroll Period \$ per monthly Payroll Period
		Other Formula for Calculating Non-Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):
	•	e the following section on Class D Non-Matching Contributions if all Eligible Employees are included in Class C above].
Non-M	atching Cont	ributions shall be made on the following basis for <u>Class D</u> Participants:
		<u>D</u> Participants are (must specify; specific positions are permissible; must gible Employees; specific individuals may not be named):
one):	The Employe	r elects the following contribution formula for Class D Participants (check
		Year-End Contributions: A one-time Plan Year-end contribution of \$ or% of Compensation per Participant.
		% of Compensation per Participant for each Payroll Period.
		A flat dollar amount per Pay Period as shown below (complete as applicable):
		\$per weekly Payroll Period \$per bi-weekly Payroll Period \$per semi-monthly Payroll Period \$per monthly Payroll Period

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<u>T</u>	reasury Regulatio	ns Section 1.401	-1(b)(1)(i) and	does not violate
_	mits applicable t		plans under	Code Sections
<u>40</u>	01(a)(17) and 415):			
_				
_				
_				
				C' 1 1 1 D1
For purposes of compute subject to the limits im Section 401(a)(17), as a 401(a)(17)(B).	posed by Georgia C	Code Section 47-1-	-13(b) and Intern	al Revenue Code
The Participating Employers this Plan and any other compliance with Internative extent an amendment to Section 415 limit that coast applicable:	er 401(a) plan mai al Revenue Code Se this Adoption Agre	ntained by the Pection 415 and Art ement is needed to	articipating Emp icle 5 of the Mass satisfy the Intern	loyer to confirm ster Plan. To the nal Revenue Code

COMPENSATION

Compensation Paid After Severance From Employment -- A Participating Employer may elect to include certain post-severance payments in Compensation for purposes of computing contributions under the Plan, but only if these amounts are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes a Participant's severance from employment, and only if it is a payment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. The Participating Employer makes the following election with respect to including post-severance payments in Compensation (Note: if the following is not completed, no post-severance payments will be included in Compensation by default):

- □ No post-severance payments will be included in Compensation for purposes of computing contributions under the Plan (if this box is checked, skip to "Payroll Period" below).
- For purposes of calculating contributions under the Plan, the following postseverance payments will be included in Compensation, as long as: 1) they are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes the Participant's severance from employment; and

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Partici	ent a severance from employment, they would have been paid to the pant while the Participant continued in employment with the Participating over (check all that apply):
	regular compensation paid after severance from employment for services rendered prior to severance during the Participant's regular working hours
	compensation paid after severance from employment for services rendered prior to severance outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments
	post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued
	Other:
icipatin	STING FOR EMPLOYER CONTRIBUTIONS ag Employer may establish a vesting schedule for Employer Contributions. The Participant leaves the Participating Employer's employment prior to
ver's Co	d period of service (not to exceed 5 years), the Participant forfeits all or part ontributions. However, upon Death or Disability or the termination of the s 100% vested in the Participant's Employer Contributions, notwithstanding. If a vesting schedule is established, it is the Employer's responsibility to

A Participating Employer may establish a vesting schedule for Employer Contributions. This means that if the Participant leaves the Participating Employer's employment prior to completing a specified period of service (not to exceed 5 years), the Participant forfeits all or part of the Employer's Contributions. However, upon Death or Disability or the termination of the Plan, the Participant is 100% vested in the Participant's Employer Contributions, notwithstanding any vesting schedule. If a vesting schedule is established, it is the Employer's responsibility to calculate the Eligible Employee's service and report it to the Administrator. Unless otherwise specified below, for purposes of vesting, service means the number of years and complete months of service of a Participant as an Eligible Employee of the Employer and the Participant's service begins with the first day of employment as an Eligible Employee. The Employer hereby elects the following (check one):

\mathcal{C}	llowing (check one):
	<u>Immediate Vesting</u> . No vesting schedule. Employer Contributions are 100% vested from the time credited to the Participant's Account (if this option is elected, do not complete the rest of this section).
	<u>Cliff Vesting</u> . Employer Contributions are 100% vested after a Participant has been employed as an Eligible Employee for years (not to exceed 5 years) (the "Vesting Period"). Matching contributions remain 0% vested until the Participant satisfies the full Vesting Period.
\boxtimes	Graduated Vesting Schedule. Employer Contributions are vested on the following graduated scale (insert vesting % for each completed year of service)

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as an Eligible Employee. <u>Note</u>: Maximum waiting period for 100% vesting may not exceed 5 years):

Completed Years	
of Service as Eligible Employee	Vested %
1 year	<u>20</u> %
2 years	<u>40</u> %
3 years	<u>60</u> %
4 years	<u>80</u> %
5 years	<u>100</u> %

Complete the following items if Employer has elected Cliff Vesting or Graduated Vesting:

In determining the Participant's total years of service for vesting purposes, Eligible Employees who are employed on the date the Plan is adopted by the Employer (check one): \boxtimes will be \square will not be given credit for prior service as an Eligible Employee.
In determining the Participant's total years of service for vesting purposes, different periods of employment as an Eligible Employee (check one): ☐ will be added together ☐ will not be added together ☐ will be added together if the Participant is reemployed with the Employer before completing a period of separation of years (not to exceed 5 years).

TREATMENT OF FORFEITURES

If a Participant separates from service, the Participant's non-vested Employer Contributions shall be forfeited as of the date of the Participant's Separation from Service. Amounts forfeited during a Plan Year shall be held unallocated until they are used to reduce or otherwise supplement Employer Contributions as of the earliest possible date such contributions are required to be made to the Plan. If there are no future Employer Contributions (as in the case of a frozen plan), forfeitures shall be used for administrative expenses; after which, any remaining forfeitures shall be allocated to Participants' Accounts.

MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amended Adoption Agreement (and any Addendum, if applicable) and forward the amended Adoption Agreement (and any Addendum) to the Trustees for approval. The amended Adoption Agreement (and Addendum) is not effective until approved by the Trustees and other procedures required by the Plan have been implemented.

The Administrator will inform the Participating Employer of any amendments made by the Trustees to the Plan. If there are no future Employer Contributions (as in the case of a frozen

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plan), forfeitures shall be used for administrative expenses, and, if forfeitures remain, shall be allocated to Participants' accounts.

TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan.

The Administrator will inform the Participating Employer of the discontinuance or abandonment of the Plan by the Trustees.

EXECUTION BY EMPLOYER

This Adoption Agreement (and any Addendum) may only be used in conjunction with the Georgia Municipal Association 401(a) Defined Contribution Plan Master Plan Document approved by the Internal Revenue Service under an opinion letter Q702380a dated June 30, 2020.

The failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Master Plan Document and Trust, may result in disqualification of the Plan under the Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is the Georgia Municipal Association, Inc., with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia 30303. The business telephone number is: (404) 688-0472. The primary person to contact is GMA General Counsel or Deputy Executive Director, Risk Management and Employee Benefits.

eement is hereby adopted and approved on the day of he Mayor and Council of the City of Dawsonville.
Signed:
Printed Name:
Title:
Date of Signature:

TRUSTEES APPROVAL

The Adoption Agreement is approved by the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan.

[Complete the following if the purpose of this Adoption Agreement is to establish a new defined contribution plan <u>or</u> to restate a preexisting defined contribution plan of the Participating Employer (other than a GMA 401(a) Defined Contribution Plan).]

Contributi	ons shall first be remitted as follows:
	within 15 business days after the Payroll Period ending,
	On the following prospective date (specify a specific date):
Dated:	By:
	Title:on behalf of the Board of Trustees



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #_7d___

SUBJECT: <u>APPROVE GEORGIA MOUNTAIN REGIONAL COMMISSION REAPPOINTMENT</u>
OF BETSY MCGRIFF

OF BEIST MICGRIFF
CITY COUNCIL MEETING DATE: 06/7/2021
BUDGET INFORMATION: GL ACCOUNT #
☐ Funds Available from: Annual Budget Capital Budget Other
☐ Budget Amendment Request from Reserve:Enterprise FundGeneral Fund
PURPOSE FOR REQUEST:
TO REAPPOINT BETSY MCGRIFF AS THE MEMBER REPRESENTING THE PRIVATE SECTOR OF DAWSON COUNTY FOR THE GEORGIA MOUNTAIN REGIONAL COMMISSION COUNCIL
HISTORY/ FACTS / ISSUES:
 BETSY MCGRIFF SERVED AS THE PRIVATE SECTOR APPOINTEE FOR THE LAST TWO YEARS REAPPOINTMENT IS SCHEDULED AT THE 06/24/2021 GMRC COUNCIL MEETING DEADLINE TO SUBMIT APPOINTMENT SELECTION IS 06/07/2021
OPTIONS:
RECOMMENDED SAMPLE MOTION:
REQUESTED BY: Mike Eason, Mavor



MEMORANDUM

To: Local Government Mayors, Sole Commissioners or Commission Chairmen, City and

County Managers, City and County Clerks, and Private Sector Appointees.

From: Heather Feldman, Executive Director

Date: May 6, 2021

Re: Appointment or Reappointment of Private Sector Members of the GMRC Council

As you all know, each of our counties have one Private Sector Appointee on the GMRC Council. These individuals are considered for reappointment, or another is considered for appointment at the June 24, 2021 Council Meeting that will be held via Zoom.

We encourage the county and its cities to jointly agree on the appointee. I encourage you to discuss with each other and the appointee of your intentions. If we do not hear differently, we assume that you do not plan to change your current appointment, so it is very important that you notify GMRC of your intentions. The appointment form is attached, and should be returned, by email, to Gina Kessler by **June 7**, **2021**. Should you have any questions, please contact Gina Kessler at 770-538-2607 or gkessler@gmrc.ga.gov.

FY21 private sector appointees were:

County **Appointee** Banks Vicki Boling Betsy McGriff Dawson Franklin Gerald Voyles Ken Schubring Habersham Deborah Mack Hall Bill Chafin Hart Lumpkin J.B. Jones Rabun Doug Wayne Stephens Connie Tabor **Towns** Denise McKay Mitch Griggs Union White Bill Black



DEPARTMENT: Planning and Zoning

REQUESTED BY: David Picklesimer

DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 8

SUBJECT:	ANX C2100192 AND 2	<u>'A C2100192</u>
CITY COUNC	IL MEETING DATE:	JUNE 7, 2021
PURPOSE FC	OR REQUEST: PUBLIC	HEARING
the 44.82 acre TMP 070 004, Rd, 14.46 acre Duck Thurmor request to rez Zoning of R1 (es combined tracts known located at 690 Duck Thurn es; TMP 069 089, located a nd Rd, 14.38 acres; TMP cone from County Zoning (Single Family Residential)	Alan Barge has petitioned to annex into the city limits of Dawsonville as TMP 070 050, located at 612 Duck Thurmond Rd, 2.98 acres nond Rd, 2.95 acres; TMP 069 037 located at 694 Duck Thurmond at 788 Duck Thurmond Rd; 2.96 acres; TMP 069 036, located 840 069 073, located at 914 Duck Thurmond Rd, 7.09 acres; with a of RSRMM (Residential Sub-Rural Manufactured/Moved) to City. Public Hearing Dates: Planning Commission on May 10, 2021 ouncil for a decision on June 21, 2021.
Planning Lot linesThe Pla conditioDawson	posed density is .65 units pg g Department recommends s 1 – 13 and 28 – 29. nning Commission held a pns. a County Board of Commiss	per acre. A 40'-foot undisturbed buffer be considered along the perimeter bublic hearing on May 10, 2021 and approved the request with no sioners heard the annexation request on May 6, 2021 and had no Approval by default will be May 17, 2021.
OPTIONS:		
RECOMMEND	ED SAMPLE MOTION: or Postpone	

415 Highway 53 E. Suite 100 Dawsonville, Georgia 30534



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

Date: May 11, 2021

To: Mayor Mike Eason & City of Dawsonville Council

Reference: ANX/ZA C2100192

Mr. Mayor and Council,

Charles Alan Barge has petitioned to annex into the city limits of Dawsonville the 44.82 acres combined tracts known as TMP 070 050, located at 612 Duck Thurmond Rd, 2.98 acres; TMP 070 004, located at 690 Duck Thurmond Rd, 2.95 acres; TMP 069 037 located at 694 Duck Thurmond Rd, 14.46 acres; TMP 069 089, located at 788 Duck Thurmond Rd, 2.96 acres; TMP 069 036, located 840 Duck Thurmond Rd, 14.38 acres; TMP 069 072, located at 914 Duck Thurmond Rd, 7.09 acres; with a request to rezone from County Zoning of RSRMM (Residential Sub-Rural Manufactured/Moved) to City Zoning of R1 (Single Family Residential). Public Hearing Dates: Planning Commission on May 10, 2021 and City Council on June 7, 2021. City Council for a decision on June 21, 2021.

The proposed density is .65 units per acre.

The Planning Department recommends A 40-foot undisturbed buffer be considered along the perimeter lot lines 1-13 and 28-29.

The City of Dawsonville Planning Commission held a public hearing on 5/10/2021 and approved the request with no conditions.

The Dawson County Board of Commissioners heard the annexation request on May 6, 2021 and had no objections and did not take a vote. Approval by default date will be May 17, 2021.

David Picklesimer Planning Director Purchaser/Developer: Charles A. Barge

Dawsonville, GA Project

LETTER OF INTENT - Revised April 25, 2021



The intent of the project is as follows:

The following land plats (Dawson County Tax ID Parcel Numbers), with current Owners' Contact Information, Address, and nominal acreage identified, are contemplated to be purchased by the Purchaser:

Parcel Numbers	Name/Contact Numbers	Dawson County Address	Acreage
070 050	Horace J. Thurmond	612 Duck Thurmond Rd	2.98 +/- Acres
070 004	706-531-8904	690 Duck Thurmond Rd	2.95 +/- Acres
069 037	706-265-7803	694 Duck Thurmond Rd	14.46 +/- Acres
069 089	Brenda S Dean 706-265-7803 (MOBILE HOME)	788 Duck Thurmond Rd	2.96 +/- Acres
Cody D. & Alexandria N. Tinsley 069 036 706-974-6567 404-862-9410		840 Duck Thurmond Rd	14.38 +/- Acres
069 073	Sam & Fay Blackstone 678-699-2563 678-699-2258	914 Duck Thurmond Rd	7.09 +/- Acres

The entire assemblage is to contain approximately 44.82 AC+/-. The properties will be combined into one large plat and annexed into the Dawson City Limits. Not all proposed plats are currently contiguous with Dawsonville City property; however, some are, they are all contiguous to each other, and as combined into a single plat will all be contiguous with the City. Once annexed, it is understood by the Purchaser/Developer that the current Dawson County property zoning of RSRMM, will automatically

convert to Dawsonville City Zoning classification of R1 (minimum 1 AC lots sizes). Which is not only acceptable, but desirable by the Purchaser/Developer.

Subsequent to, purchase, assemblage, annexation and rezoning, the Purchaser/Developer intends to subdivide the overall property into approximately 29 private lots, plus common areas such as: park areas, roadways, swimming pool and clubhouse areas.

The property was specifically chosen due to its immediate adjacency to the Atlanta Motorsports Park (AMP) – a private club for automotive enthusiast that includes a racetrack and go-karting facility. The Purchaser/Developer of the properties, being a long-standing member of the club has identified some needs of the club and the surrounding communities that can be achieved through the proposed project.

AMP is a terrific destination and a club that draws members and visitors from all over the world, the country, and especially the southeastern US. However, one of the single largest impediments to the growth or popularity of the track is local temporary housing for its out-of-town guests.

The Purchaser/Developer, intends to impact that issue by allowing up to an approximate 29 subpurchasers to purchase lots and build homes that will be strictly governed by a Subdivision Architectural Committee. It is assumed that there will be minimum requirements such as:

For the Subdivision:

- Private Gated Community
- Privately Owned Roads
- Clubhouse
- Pool
- Park

For the Homeowners:

- Single Family Dwellings Only
- 1AC lot size Minimum
- 2,500 SQFT Heated Minimum
- 3-Story Maximum
- Brick, Stone, Cement Board siding only, no vinyl siding
- Enclosed Garages

Additionally, one of the largest ongoing community complaints regarding the Club at AMP, is the noise generated by the racetrack. The Purchaser/Developer endeavors to positively impact that issue by the ultimate construction of a neighborhood subdivision of car and racetrack enthusiast who specifically desire to be located adjacent to a racetrack.

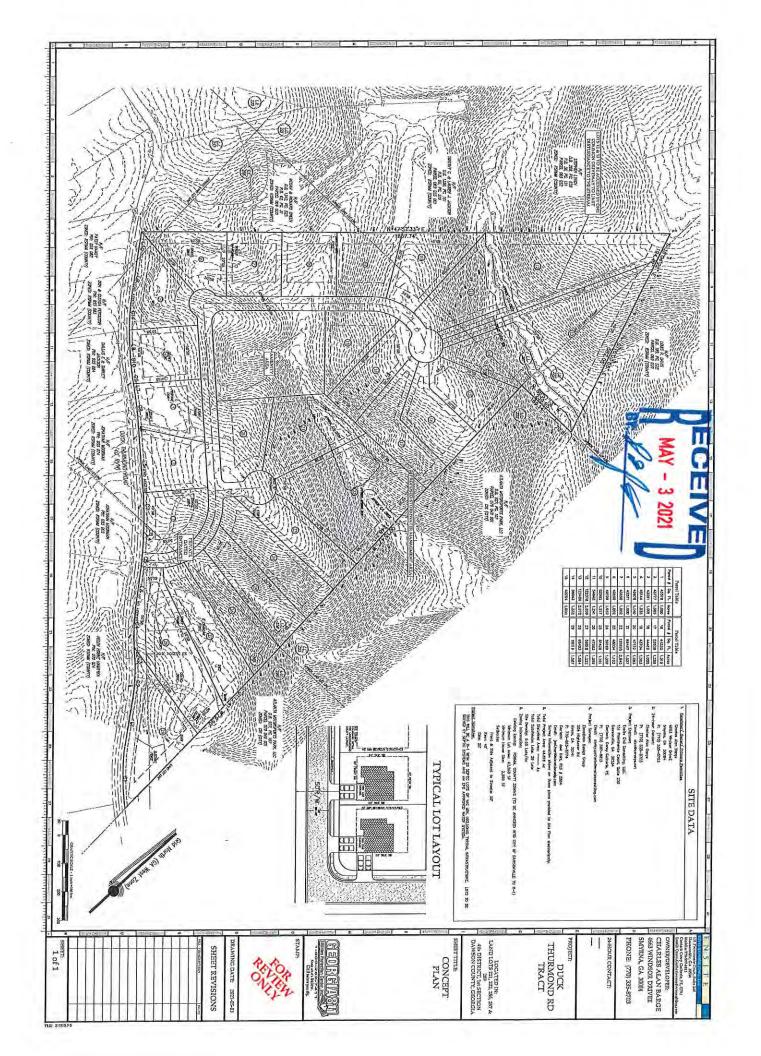
This will, in essence, build a 44.82+/- AC sound buffer between the racetrack and those existing AMP neighbors who are negatively impacted by the elevated sounds.

The ultimate goal will be to build back with structures that honor the history of the surrounding communities, yet attempt to enhance the growth potential of Dawsonville by requiring upper-scale homes be built.

This can all be achieved through a relatively revenue positive impact to the community. Specifically:

- For most of the proposed homeowners, this will not be their primary residence. i.e., they live somewhere else, and only utilize this dwelling for an occasional weekend residence, yet they still pay local property taxes here.
- These frequent visitors will support the local economy by frequenting shops and commercial business of all types on a frequent basis.
- These frequent visitors, along with their dwellings, will support the local economy by
 providing the requirements for routine maintenance of their facilities, i.e. landscape services,
 HVAC repairs, painting, plumbers, electricians, etcetera.
- These visitors do not materially increase the load on local government provided services, such as: 911 Emergency Services, Schools, Bussing, Etc.

It is the Purchaser/Developer's desire that the proposed plan be a mutually beneficial relationship between him, the future home owners, the existing neighbors, and the city, and stands ready to address any concerns.





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

April 14, 2021

CERTIFIED MAIL

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

Re: Annexation of Property of Horace J. Thurmond, Brenda F. Dean, Alexandria and Cody Tinsley, Fay and Sam Blackstone: ANX# C2100192

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following meetings: Planning Commission on May 10, 2021 and City Council on June 7, 2021. City Council for a decision on June 21, 2021.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Property of Horace J. Thurmond, Brenda F. Dean, Alexandria and Cody Tinsley, Fay and Sam Blackstone. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

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

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

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

Kindest regards,

Stacy Harris

Planning Administrative Assistant

Enclosures

cc: David Headley, County Manager Jarrard & Davis, LLP, County Attorney Bob Bolz, City Manager



City of Dawsonville

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

Annexation Petition into the City of Dawsonville, GA

Annexation # Anx 2A C2100192 FEE \$250.00 (NONREFUNDABLE) Date Paid 13 2021 Cash 1 / Ck # CC

Please F	Print Clearly	ZONING AMENDMENT	APPLICATION AND FEES RECEI	VED ? XYES NO
Applica	int Name(s):	Charles Alan Barge	e	
		63 Windsor Dr.	City Smyrna	State GAZip 30082
E-Mail_				
Applica	int Telephone	e Number(s): _770-3	335-8703	
Propert	ty Owner's Na	ame(s): Horace Jar	mes Thurmond	
Mailing	Address_P	O Box 932	City Dawsonville	State GA Zip 30534
E-Mail_			*	
Propert	y Owner's To	elephone Number(s):	706-265-6335	-
Address	s of Property	to be Annexed: 612	2 Duck Thurmond Rd	□ VACANT LOT
				orded in Plat Book # 86 Page # 65
			th_Section#_1st_Legal Record	the state of the s
		erty: Residential		
			City Zoning Classific	cation:R-1
Land U	Jse & Zoning	g Ordinance, Article	VII. General Provisions Se	ec. 708. Annexation:
classific	d area subse ed R-1 (single zoning map.	quently added to the a-family residential dis	incorporated area of Dawson strict) until or unless otherwise	wille shall automatically be e classified by amendment to the
Petition	MUST includ	de a completed applic	ation with signatures and AL	L attachments.
0	An 8 ½ x 1 the contigu	1 copy of the current lity of said property to	RECORDED BOUNDARY SI the existing corporate limits of	URVEY of said property showing of the City of Dawsonville, GA.
		ne current metes and ne property being ann		ON that matches the boundary
	Survey mu	st be signed and sea	led by a Registered Land Sur	veyor.
	Survey mu	st be signed, stampe	d recorded by Dawson Count	y Clerk's Office, Superior Court
			1	



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

Annexation Petition into the City of Dawsonville, GA

		ease answer the following questions to meet and comply with the United States Departmen Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.		
		tended Use of Land: X Residential Commercial Existing Structure(s) Vacant Other (specify)		
2.	Ni Ni	umber of persons currently residing on the property:1; □ VACANT umber of persons18 years or older:; Number of persons registered to vote:		
3.	Th	e number of all residents occupying the property: American Indian		
		ase answer the following questions to meet and comply with the U. S. Department of mmerce, which requires this information to provide Population Estimates. ARC Population Estimate Information		
	Α.	Number of existing housing units:		
		List of Addresses for each housing unit in the annexed area at the time of the annexation: 612 Duck Thurmond Rd.		
	C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):			
	D.	Names of affected Subdivision: N/A		
	Ε.	Name of affected Multi-Family Complex: N/A		
	F.	Names of Group Quarters (dormitories, nursing homes, jails, etc.): N/A		
	G.	Names of affected Duplexes: N/A		
	Ц	Names of Mobile Home Parke: N/A		

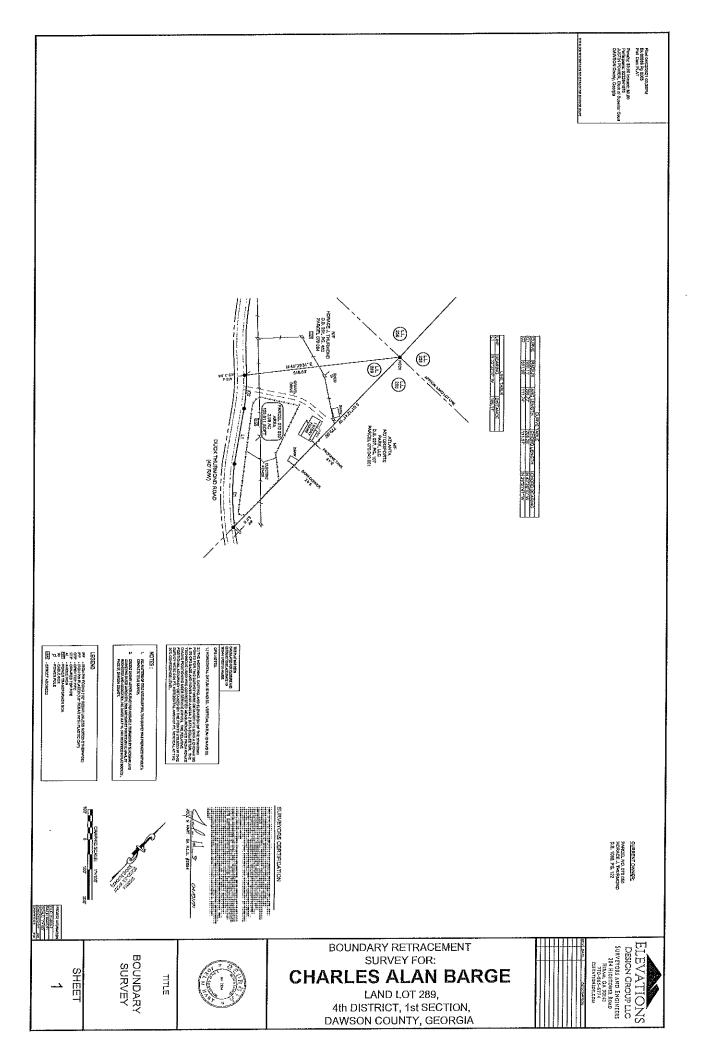


City of Dawsonville 415 Highway 53 East, Suite 100 Dawsonville, GA 30534 Phone: (706) 265-3256

Annexation Petition into the City of Dawsonville, GA

Property Owner(s) Authorization

612 Duck Thurmond Rd. 070 050	(Address/Tax Map Parcel) , respectfully
옷이 여행이 되어 된 모든데 이번 나는데 꾸벅듯하는 이 이 시간했다. 이번 시간 시간 사람들이 없었다.	ly of Dawsonville, Georgia annex this property into the
City and extend the City boundaries to include the	e same.
Upon signature of this document, I / We the unde	rsigned certify that all the information provided is true
and accurate to the best of our knowledge.	1
Alta me 1 2 Dayladian	I to Ania T millonia
(1) Property Owner Signature	Property Owner Printed Name
	Property Switch Francourtumo
(2) Property Owner Signature	Property Owner Printed Name
(1)	
Applicant Signature	Applicant Printed Name
(2)	
Applicant Signature	Applicant Printed Name
	MINIMA SIGNAM
Sworn to and subscribed before me	NOT
this and day of April 2021.	C. Alper A
al Right	Was a ROLL
Notary Public, State of Georgia	B 3 4 500 /
	OD WLIC
My Commission Expires: (a 27 21	Notary Seal
Annexation Application Received Date Stamp: Rec'd	4)12 202 Completed Application with Signatures
Rec'd	412 2024 Current Boundary Survey
Rec'd	
Rec'd	ARC Population Estimate Information
Planning Commission Meeting Date (if rezone):	
Dates Advertised: 4 21 2021	4/28/2021
1st City Council Reading Date:	
2 nd City Council Reading Date:	
	& ChairmanCounty Manager 414 2026 county Attorney
Letter Received from Dawson County Date	e:



ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 289 OF THE 4TH DISTRICT, 1ST SECTION, DAWSON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ROCK MARKING THE COMMON CORNER OF LAND LOTS 255, 256, 289 & 290, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING

THENCE SOUTH 01 DEGREES 12 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 779.90 FEET TO A POINT LOCATED ON THE NORTHERN RIGHT-OF-WAY OF DUCK THURMOND ROAD (HAVING A 40' RIGHT-OF-WAY), SAID POINT BEING REFERENCED BY AN IRON PIN FOUND (1/2" REBAR) 5.3' SOUTH 01 DEGREES 12 MINUTES 41 SECONDS WEST;

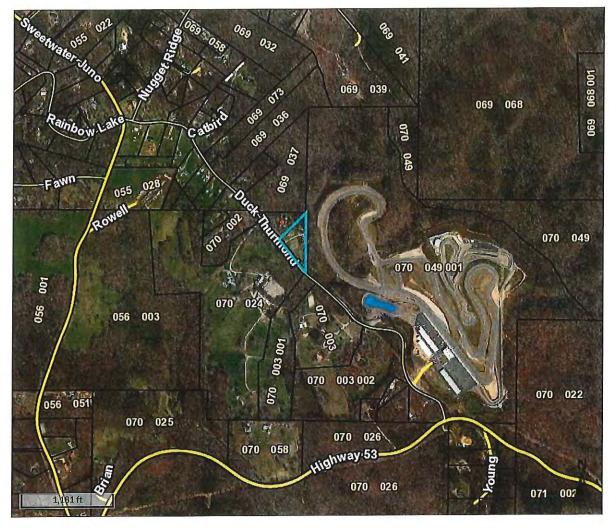
THENCE FOLLOWING SAID RIGHT-OF-WAY ALONG A CURVE TURNING TO THE RIGHT FOR AN ARC LENGTH OF 206.72 FEET, HAVING A RADIUS OF 900.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 43 DEGREES 30 MINUTES 10 SECONDS WEST, AND A CHORD LENGTH OF 206.26 FEET TO A POINT:

THENCE NORTH 33 DEGREES 32 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 186.11 FEET TO A POINT;

THENCE ALONG A CURVE TURNING TO THE LEFT FOR AN ARC LENGTH OF 111.74 FEET, HAVING A RADIUS OF 591.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 39 DEGREES 01 MINUTES 47 SECONDS WEST, AND A CHORD LENGTH OF 111.57 FEET TO A POINT, SAID POINT BEING REFERENCED BY AN IRON PIN FOUND (1" CRIMPED TOP PIPE) 7.0 FEET SOUTH 40 DEGREES 29 MINUTES 31 SECONDS EAST;

THENCE LEAVING SAID RIGHT-OF-WAY NORTH 40 DEGREES 29 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 510.63 FEET TO A ROCK FOUND, AND THE POINT OF BEGINNING.

SAID TRACT HAVING AN AREA OF 2.98 ACRES (129,911SQ. FT).





Legend

☐ Parcels

Parcel ID: 070 050

Alt ID: 5552

Owner: THURMOND HORACE JAMES

Acres: 3.05

Assessed Value: \$220390

Date created: 4/1/2021 Last Data Uploaded: 4/1/2021 1:57:40 AM





Summary

Parcel Number

070 050

Location Address

612 DUCK THURMOND RD

Legal Description

LL 289 LD 4-1

(Note: Not to be used on legal documents)

R4-Residential

Tax District

(Note: This is for tax purposes only. Not to be used for zoning.)

UNINCORPORATED (District 01)

Millage Rate

23.663

Acres Neighborhood 3.05 RL-ST - Amicalola (312000)

Homestead Exemption

No (SO)

Landlot/District

N/A

View Map



Owner

THURMOND HORACE JAMES POBOX 932 DAWSONVILLE, GA 30534

Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Small Parcels	Rural	6	1.32
RUR	Small Parcels	Rural	7	1.72
RUR	Small Parcels	Rural	8	0.01

Residential Improvement Information

Style

One Family (Detached)

Heated Square Feet Interior Walls **Exterior Walls**

1240 Sheetrock Vinyl Siding Basement

Foundation Attic Square Feet

Basement Square Feet

1085 Unfinished

Year Built

1994

Roof Type

Metal

Flooring Type

Carpet/Vinyl/Linolm

Heating Type

Central Heat/AC

Number Of Rooms

Number Of Bedrooms Number Of Full Bathrooms

2 0

Number Of Half Bathrooms Number Of Plumbing Extras Value

\$157,900

Condition

Average

House Address 612 DUCK THURMOND RD

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Pole Shed: no Slab	2017	0x0/0	O	\$0
Storage Building: Pre-Fab MTL	2017	0x0/0	Ō	\$0
Pole Shed: no Slab	2004	8x20/0	1	\$490
Barn: Pole	2004	30x20/0	1	\$2,300
Garage: (Detached)	2004	20x20/0	1	\$5,900
Homesite Imp: 3 Avg	1994	0x0/1	0	\$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
1/15/2013	1056 122	Company of the second	\$0	Quitclaim (non ALT)	THURMOND SYBIL E	THURMOND HORACE JAMES
11/16/1988	115 392		\$3,000	Fair Market Sale (Improved)		THURMOND SYBIL E



City of Dawsonville

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

Annexation # Anx 2A C2)00192 FEE \$250.00 (NONREFUNDABLE) Date Paid 413 2021 Cash 1/Ck # CC

Please P	rint Clearly	ZONING AMENDMENT	APPLICATI	ON AND FEES RECEIV	ED ? XYES DNO		
Applica	nt Name(s):	Charles Alan Barg	е				
		663 Windsor Dr.		Smyrna	State GAZip 30082		
E-Mail_							
Applica	nt Telephon	e Number(s):	335-8703				
Property	y Owner's N	ame(s): Horace J	Thurmond				
Mailing	Address_P	O Box 932	City	Dawsonville	State GA Zip 30534		
E-Mail_							
Property	y Owner's T	elephone Number(s):	706-265	5-6335	- }		
Tax Map Land Lot Current	& Parcel #_0: #289 Use of Prop	70 004 Property Si	ze in Acres: _ th_Section #	2.95 Survey Reco	□ VACANT LOT rded in Plat Book # 86 Page # 64 d in Deed Book # Page # ation: R-1		
Land U	lse & Zonin	g Ordinance, Article	VII. Gene	eral Provisions Se	c. 708. Annexation:		
Any land	d area subse	equently added to the	incorporat	ed area of Dawson	rille shall automatically be classified by amendment to the		
Petition	MUST inclu	de a completed applic	cation with	signatures and ALL	attachments.		
	An 8 $\frac{1}{2}$ x 11 copy of the current RECORDED BOUNDARY SURVEY of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.						
	A copy of the current metes and bounds LEGAL DESCRIPTION that matches the boundary survey of the property being annexed.						
	Survey mu	Survey must be signed and sealed by a Registered Land Surveyor.					
П	Survey must be signed, stamped recorded by Dawson County Clerk's Office, Superior Court						



Annexation Petition into the City of Dawsonville, GA

	Ple of	ase answer the follow Justice, Civil Rights	wing questi Division, Ve	ions to meet and oting Section, S	l comply with ection 5 of the	the United States Departmer Voting Rights Act.
1.	lnt	ended Use of Land:	Ex	isting Structure(s	·)	Commercial Vacant
2.	Nu Nu	imber of persons curre imber of persons18 ye	ently residing ears or older	on the property	1 Number of pe	; □ VACANT ersons registered to vote:1_
3.	Th	e number of all residerAmericanAsianBlack, notXWhite, no	Indian	: Orlgin	Alaski Pacifi Hispa VACA	c Islander nic
	Pie Co	ase answer the follow commerce, which requ	ires this in	ions to meet and formation to pro pulation Estima	vide Population	
		Number of existing ho List of Addresses for 690 Duck Thurmond Rd.	each housir			e time of the annexation:
	C.	Disposition of existing	g structures	(e.g. to stay the ક	same, be demo	lished, moved or converted):
		Names of affected Su		N1/A		
	F.	Names of Group Qua N/A	rters (dormi	tories, nursing ho	mes, jails, etc.) :
		Names of affected Du				
	Н.	Names of Mobile Hon	ne Parks:	N/A		<u></u>



Annexation Petition into the City of Dawsonville, GA

Property Owner(s) Authorization

I / We the undersigned, being the owner(s) of real p 690 Duck Thurmond Rd. 070 004	property of the territory described herein as (Address/Tax Map Parcel) , respectfully
request that the Mayor and City Council of the City	of Dawsonville, Georgia annex this property into the
City and extend the City boundaries to include the s	
Upon signature of this document, I / We the undersigned accurate to the best of our knowledge. (1) Property Owner Signature	gned certify that all the information provided is true
(2) Property Owner Signature	Property Owner Printed Name
And the same of th	Troporty Children Hause
(1) Applicant Signature	Applicant Printed Name
	2 · · · · · · · · · · · · · · · · · · ·
(2) Applicant Signature	Applicant Printed Name
Sworn to and subscribed before me this day of April 2021. Notary Public, State of Georgia My Commission Expires: 6 27 21	GEORGIA June 27, 2021 OBLIC Notary Seal
Annexation Application Received Date Stamp: Rec'd_Rec'	
1 st City Council Reading Date:	
2 nd City Council Reading Date:	
Date Certified Mail to: County Board of Commissioners &	ChairmanCounty ManagerCounty Attorney
Letter Received from Dawson County Date	

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 289 OF THE 4TH DISTRICT, 1ST SECTION, DAWSON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ROCK MARKING THE COMMON CORNER OF LAND LOTS 255, 256, 289 & 290, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING

THENCE SOUTH 40 DEGREES 29 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 510.63 FEET TO A POINT LOCATED ON THE NORTHERN RIGHT-OF-WAY OF DUCK THURMOND ROAD (HAVING A 40' RIGHT-OF-WAY), SAID POINT BEING REFERENCED BY AN IRON PIN FOUND (1" CRIMPED TOP PIPE) 7.0 FEET SOUTH 40 DEGREES 29 MINUTES 31 SECONDS WEST;

THENCE FOLLOWING SAID RIGHT-OF-WAY ALONG A CURVE TURNING TO THE LEFT FOR AN ARC LENGTH OF 12.74 FEET, HAVING A RADIUS OF 591.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45 DEGREES 03 MINUTES 15 SECONDS WEST, AND A CHORD LENGTH OF 12.74 FEET TO A POINT:

THENCE NORTH 45 DEGREES 40 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 51.52 FEET TO A POINT;

THENCE ALONG A CURVE TURNING TO THE RIGHT FOR AN ARC LENGTH OF 158.63 FEET, HAVING A RADIUS OF 841.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 40 DEGREES 16 MINUTES 14 SECONDS WEST, AND A CHORD LENGTH OF 158.40 FEET TO A POINT;

THENCE NORTH 34 DEGREES 52 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 97.21 FEET TO A POINT;

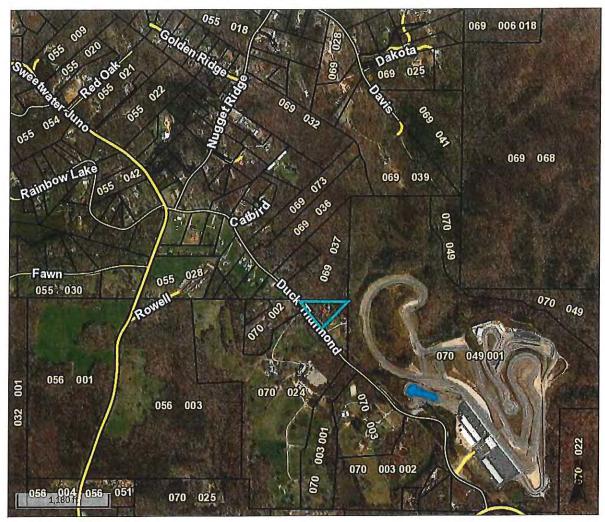
THENCE ALONG A CURVE TURNING TO THE LEFT FOR AN ARC LENGTH OF 138.15 FEET, HAVING A RADIUS OF 1,336.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OFNORTH37 DEGREES 49 MINUTES 57 SECONDS WEST, AND A CHORD LENGTH OF 138.09 FEET TO A POINT;

THENCE NORTH 40 DEGREES 47 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 29.47 FEET TO A POINT;

THENCE ALONG A CURVE TURNING TO THE LEFT FOR AN ARC LENGTH OF 16.12 FEET, HAVING A RADIUS OF 1,181.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 41 DEGREES 11 MINUTES 08 SECONDS WEST, AND A CHORD LENGTH OF 16.12 FEET TO A POINT, SAID POINT BEING REFERENCED BY AN IRON PIN FOUND (3" ANGLE IRON) 5.8 FEET NORTH 89 DEGREES 55 MINUTES 48 SECONDS WEST;

THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 89 DEGREES 55 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 649.98 FEET TO A ROCK FOUND AND THE POINT OF BEGINNING.

SAID TRACT HAVING AN AREA OF 2.95 ACRES (128,718 SQ. FT)



Overview Legend

Parcels

Parcel ID: 070 004

Alt ID: 5510

Owner: THURMOND HORACE J

Acres: 3.05

Assessed Value: \$182700

Date created: 4/1/2021

Last Data Uploaded: 4/1/2021 1:57:40 AM





Summary

Parcel Number **Location Address** 070 004

690 DUCK THURMOND RD

Legal Description

LL 289 LD 4

(Note: Not to be used on legal documents)

R4-Residential (Note: This is for tax purposes only, Not to be used for zoning.)

Tax District

UNINCORPORATED (District 01)

Millage Rate

23.663

Acres

3.05

Neighborhood

RL-ST - Amicalola (312000)

Homestead Exemption Landlot/District

Yes (S5) N/A

View Map



Owner

THURMOND HORACE J

POBOX 932

DAWSONVILLE, GA 30534

Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Small Parcels	Rural	6	1.25
RUR	Small Parcels	Rural	7	1.8

Residential Improvement Information

One Family (Detached)

Heated Square Feet

2328

Interior Walls

Sheetrock Masonry & Wood/Stone

Exterior Walls Foundation

Basement

Attic Square Feet

750 Unfinished

Basement Square Feet Year Built

1974

Roof Type

Metal

Flooring Type

Carpet/Vinyl/Linolm

Floor/Wall f w/c AC

Heating Type Number Of Rooms

Number Of Bedrooms Number Of Full Bathrooms Number Of Half Bathrooms

2 0

Number Of Plumbing Extras

Value

\$121,500

Condition

Fireplaces\Appliances

Average Const 1 sty 1 Box 1

House Address

690 DUCK THURMOND RD

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Pole Shed:Semi Enclosed	2002	32×14/0	0	\$1,400
Pole Shed: with Slab	2002	18x22/0	0	\$1,200
Paving: Concrete	2002	0x0/720	0	\$1,600
Storage Building: Frame	2002	36x32/0	0	\$3,200
Homesite Imp: 3 Avg	1974	1x0/1	1	\$5,000

Permits

Permit Date	Permit Number	Туре
Street and a street of the str	and the second section of the section of the second section of the section	
03/25/2009	09-5191	SINGLE FAMILY



Annexation Petition into the City of Dawsonville, GA

Annexation # ANX ZA C2100192 FEE \$250.00 (NONREFUNDABLE) Date Paid 4/13 201 Cash □/Ck # CC

	ent Name(s): Charles Alan Barge	
	ant reamo(o).	State GAZip 30082
E-Mail		
Applica	ant Telephone Number(s): 770-335-8703	7
Propert	ty Owner's Name(s): Horace J Thurmond	
Mailing	Address PO Box 932 City Daw	sonville State GA Zip 30534
E-Mail_		
Propert	ty Owner's Telephone Number(s): _706-265-633	5
Addres	s of Property to be Annexed: 694 Duck Thurmor	id Rd
	& Parcel # 069 037 Property Size in Acres: 14.46	
	# 256 District # 4th Section # 1st	
	t Use of Property: Residential	
		oning Classification:R-1
17, 10		
Land L	Jse & Zoning Ordinance, Article VII. General Pr	ovisions Sec. 708. Annexation:
classifie	nd area subsequently added to the incorporated are ed R-1 (single-family residential district) until or unle zoning map.	a of Dawsonville shall automatically be ss otherwise classified by amendment to the
Petition	MUST include a completed application with signat	ures and ALL attachments.
П	An 8 ½ x 11 copy of the current RECORDED BO the contiguity of said property to the existing corp	UNDARY SURVEY of said property showing orate limits of the City of Dawsonville, GA.
	A copy of the current metes and bounds LEGAL survey of the property being annexed.	DESCRIPTION that matches the boundary
	Survey must be signed and sealed by a Register	ed Land Surveyor.
D	Survey must be signed, stamped recorded by Da	wson County Clerk's Office, Superior Court



Annexation Petition into the City of Dawsonville, GA

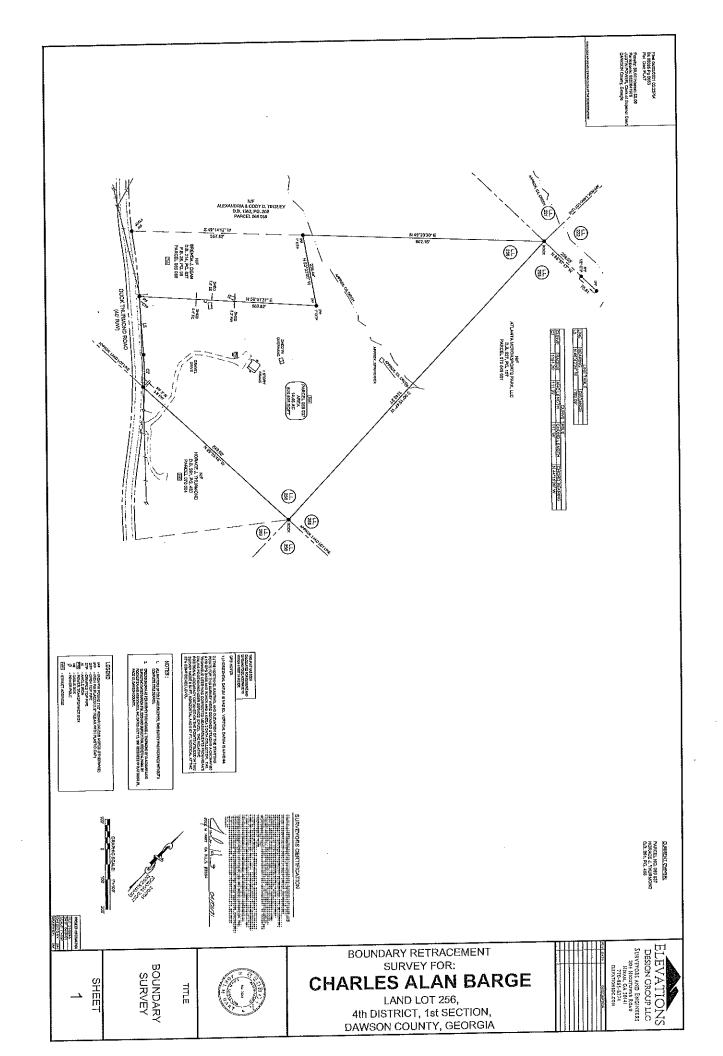
	Please answer the following questions to meet and comply with the United States Departmen of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.
1.	Intended Use of Land: X ResidentialCommercialExisting Structure(s)VacantOther (specify)
2.	Number of persons currently residing on the property: 1 ; □ VACANT Number of persons18 years or older: 1 ; Number of persons registered to vote:
3.	The number of all residents occupying the property: American IndianAsianAsianBlack, not of Hispanic Origin1 White, not of Hispanic OriginVACANT
[]	Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates. ARC Population Estimate Information
	A. Number of existing housing units: 1 B. List of Addresses for each housing unit in the annexed area at the time of the annexation: 694 Duck Thurmond Rd.
	C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):
	D. Names of affected Subdivision: N/A E. Name of affected Multi-Family Complex: N/A F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):
	G. Names of affected Duplexes: N/A
	H. Names of Mobile Home Parks: N/A



Annexation Petition into the City of Dawsonville, GA

Property Owner(s) Authorization

694 Duck Thurmond Rd. 069 037	(Address/Tax Map Parcel) , respectfully
	of Dawsonville, Georgia annex this property into the
City and extend the City boundaries to include the	same.
하게 하는 사람들은 사람이 이 경우를 하게 하고 있다면 하는 것이 없다.	signed certify that all the information provided is true
and accurate to the best of our knowledge.	
(1) Horace J Dulman Property Owner Signature	Froperty Owner Printed Name
(2)	
Property Owner Signature	Property Owner Printed Name
(1)Applicant Signature	Applicant Printed Name
(2)Applicant Signature	Applicant Printed Name
Applicant Signature	Applicant Finited Name
Sworn to and subscribed before me	MINING KIM BISA COMME
this 2 day of April 20 21.	HOTADIO
(1)	GEORGIA
Notary Public, State of Georgia	0 27, 2007
	BLIC
My Commission Expires: しょれる	Notary Seal
Annexation Application Received Date Stamp: Rec'd Rec'd Rec'd Rec'd	Completed Application with Signatures Ourrent Boundary Survey Legal Description ARC Population Estimate Information
Planning Commission Meeting Date (if rezone):	011 20 2021
	04.38.2021
1st City Council Reading Date:	A COLUMN TO A COLU
2 nd City Council Reading Date:	Approved: YES NO ChairmanCounty Manager OI. 14. 2824 County Attorney
Date Certified Mail to County Board of Commissioners &	County Manager County Attorney
Letter Received from Dawson County Date	<u> </u>



PARCEL 069 037

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 256 OF THE 4TH DISTRICT, 1ST SECTION, DAWSON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ROCK MARKING THE COMMON CORNER OF LAND LOTS 255, 256, 221 & 222, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING

THENCE SOUTH 00 DEGREES 15 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 1,248.21 FEET TO A ROCK FOUND MARKING THE COMMON CORNER OF LAND LOTS 255, 256, 289 & 290;

THENCE NORTH 89 DEGREES 55 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 649.98 FEET TO A POINT LOCATED ON THE NORTHERN RIGHT-OF-WAY OF DUCK THURMOND ROAD (HAVING A 40 FOOT RIGHT-OF-WAY), SAID POINT BEING REFERENCED BY AN IRON PIN FOUND (3" ANGLE IRON) 5.8 FEET NORTH 89 DEGREES 55 MINUTES 48 SECONDS WEST;

THENCE FOLLOWING SAID RIGHT-OF-WAY ALONG A CURVE TURNING TO THE LEFT FOR AN ARC LENGTH OF 111.22 FEET, HAVING A RADIUS OF 1,181.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 44 DEGREES 16 MINUTES 26 SECONDS WEST, AND A CHORD LENGTH OF 111.18 FEET TO A POINT;

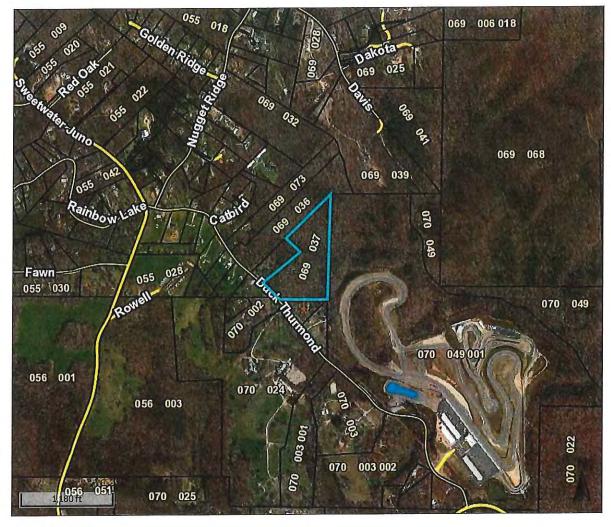
THENCE NORTH 46 DEGREES 43 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 193.06 FEET TO AN IRON PIN FOUND {1" CRIMPED TOP PIPE};

THENCE LEAVING SAID RIGHT-OF-WAY NORTH 50 DEGREES 51 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 588.82 FEET TO AN IRON PIN FOUND (1" OPEN TOP PIPE);

THENCE NORTH 53 DEGREES 33 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 238.44 FEET TO AN IRON PIN FOUND (1" OPEN TOP PIPE);

THENCE NORTH 49 DEGREES 23 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 802.16 FEET TO A ROCK FOUND AND THE POINT OF BEGINNING.

SAID TRACT HAVING AN AREA OF 14.46 AC. (629,825 SQ. FT).





Parcels

Parcel ID: 069 037 Alt ID: 5468

Owner: THURMOND HORACE J Acres: 14.3 14-47 40 Assessed Value: \$271140

Date created: 4/1/2021 Last Data Uploaded: 4/1/2021 1:57:40 AM

Developed by Schneider

Summary

069 037 Parcel Number

694 DUCK THURMOND RD **Location Address** LT 25 LT 26 SWEETWTR HLS S/D **Legal Description** (Note: Not to be used on legal documents)

Class V4-Consv Use

(Note: This is for tax purposes only. Not to be used for zoning.)

UNINCORPORATED (District 01) Tax District

23.663 Millage Rate 14.3 Acres

RL-ST - Amicalola (312000) Neighborhood

Homestead Exemption No (S0) Landlot/District N/A

View Map



Owner

THURMOND HORACE J

POBOX 932

DAWSONVILLE, GA 30534

Rural Land

Туре	Description	Calculation Method	Soil Productivity	Acres
RUR	Small Parcels	Rural	1	1
RUR	Woodland	Rural	5	5.03
RUR	Woodland	Rural	6	7.75
RUR	Woodland	Rural	7	0.52

Conservation Use Rural Land

Туре	Description	Soil Productivity	Acres
CUV	Timberland 93	5	5.03
CUV	Timberland 93	6	7.75
CUV	Timberland 93	7	0.52

Residential Improvement Information

One Family (Detached) Style

Heated Square Feet Interior Walls Sheetrock Vinyl Siding **Exterior Walls** Masonry/Crawl Foundation

Attic Square Feet 0 **Basement Square Feet** 0 Year Built

Roof Type Architectural Shingles Carpet/Vinyl/Linolm Flooring Type Central Heat/AC Heating Type

Number Of Rooms Number Of Bedrooms Number Of Full Bathrooms Number Of Half Bathrooms **Number Of Plumbing Extras** \$78,800 Value

Condition

694 DUCK THURMOND RD House Address

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Pole Shed: no Slab	2012	8x10/0	1	\$260
Pole Shed: with Slab	2012	12x10/0	1	\$550
Storage Building: Frame	2012	8x10/0	1	\$630
Homesite Imp: 3 Avg	2009	0x0/1	0	\$5,000



City of Dawsonville

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

Annexation # Anx ZA C2100192 FEE \$250.00 (NONREFUNDABLE) Date Paid 4 3 201 Cash Ck # CC

Applica	01		APPLICATION AND FEES RECE	
	nt Name(s): Cha			Tank Townson
Mailing	Address_4663 W	indsor Dr.	City_Smyrna	State GAZip 30082
E-Mail_				
Applica	nt Telephone Num	ber(s): <u>770-3</u>	335-8703	
Propert	y Owner's Name(s): Brenda F [Dean	
Mailing	Address 788 DUC	K THURMON	D RDCity_Dawsonville	State GA Zip 30534
E-Mail_				
Propert	y Owner's Telepho	one Number(s):		-
Address	of Property to be	Annexed: 788	DUCK THURMOND RD	□ VACANT LOT
				corded in Plat Book # 86 Page # 62
				led in Deed Book#Page#
	Use of Property:			
	Transport State of the second			
County Z	oning Classification	RSRMM	City Zoning Classifi	cation: R-1
			City Zoning Classifi VII. General Provisions So	
Land U Any land classifie	se & Zoning Ord	inance, Article	VII. General Provisions So	ec. 708. Annexation:
Land U Any land classified official 2	se & Zoning Ord d area subsequen d R-1 (single-fami oning map.	inance, Article tly added to the ly residential dis	VII. General Provisions So	ec. 708. Annexation: nville shall automatically be e classified by amendment to the
Land U Any land classified official 2	se & Zoning Ord d area subsequen d R-1 (single-fami coning map. MUST include a c	inance, Article tly added to the ly residential dis ompleted applic	VII. General Provisions So incorporated area of Dawson strict) until or unless otherwis eation with signatures and AL	ec. 708. Annexation: nville shall automatically be e classified by amendment to the
Land U Any land classified official z	se & Zoning Ord d area subsequen d R-1 (single-fami coning map. MUST include a contact the contiguity of	inance, Article tly added to the ly residential dis ompleted applic y of the current I said property to	VII. General Provisions Solincorporated area of Dawson strict) until or unless otherwise eation with signatures and AL RECORDED BOUNDARY Soline the existing corporate limits bounds LEGAL DESCRIPT	ec. 708. Annexation: nville shall automatically be e classified by amendment to the L attachments. URVEY of said property showing
Land U Any land classified official z Petition	se & Zoning Ord d area subsequent d R-1 (single-familianing map. MUST include a contiguity of A copy of the cursurvey of the pro-	inance, Article tly added to the ly residential dis ompleted applic y of the current le said property to rent metes and operty being ann	VII. General Provisions Solincorporated area of Dawson strict) until or unless otherwise eation with signatures and AL RECORDED BOUNDARY Soline the existing corporate limits bounds LEGAL DESCRIPT	ec. 708. Annexation: nville shall automatically be e classified by amendment to the L attachments. URVEY of said property showing of the City of Dawsonville, GA.



Annexation Petition into the City of Dawsonville, GA

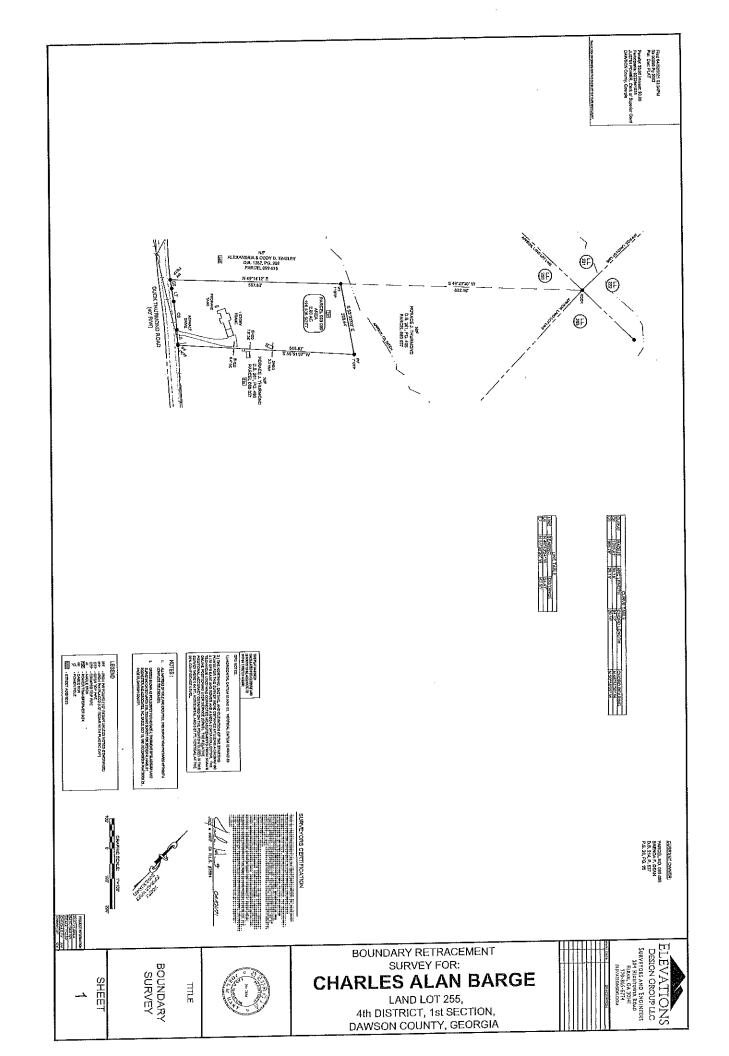
	Plea of a	se answer the following questions to meet and comply with the United States Department Istice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.
1.	Inte	nded Use of Land: X ResidentialCommercialVacant
		Existing Structure(s)Vacant
		Other (specify)
2.	Nu	nber of persons currently residing on the property: 1 VACANT
	Nu	nber of persons18 years or older: 1 ; Number of persons registered to vote: 1
3	Th	number of all residents occupying the property:
J.	7 111	American IndianAlaskan Native
		AsianPacific Islander
		Black, not of Hispanic OriginHispanic
		1 White, not of Hispanic OriginVACANT
	A.	ARC Population Estimate Information Number of existing housing units: ist of Addresses for each housing unit in the annexed area at the time of the annexation: 788 Duck Thurmond Rd.
	C.	Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):
	D.	Names of affected Subdivision: N/A
	E.	Name of affected Multi-Family Complex: N/A
	F.	Names of Group Quarters (dormitories, nursing homes, jails, etc.): N/A
	G.	Names of affected Duplexes: N/A
	Н.	Names of Mobile Home Parks: N/A



Annexation Petition into the City of Dawsonville, GA

Property Owner(s) Authorization

request tha		경기가 있었다면 이 얼마나 있는데 이 가장 하는데 이 이 아이를 하는데 그를 하는데 나가 되었다면 하다.
	하는데 그렇게 하는 아들이 가는 것이 아름답니다. 이 아름답니다. 이 사람들은 아들이 아름답니다. 그렇게	ly of Dawsonville, Georgia annex this property into the
City and ex	tend the City boundaries to include the	e same.
Upon signa	ture of this document, I / We the unde	rsigned certify that all the information provided is true
and accura	te to the best of our knowledge.	
(1)	Brenda & Dean	Bredder F. Dead
·// /	Property Owner Signature	Property Owner Printed Name
(2)		
	Property Owner Signature	Property Owner Printed Name
(1)	Applicant Signature	Applicant Printed Name
(0)	Applicant digitator	Applicant 1 inter Name
(2)	Applicant Signature	Applicant Printed Name
		Advintage Street
Sworn to and	subscribed before me	Allowed TOO TE
and	N 'n 01	A MOTARA
this Ø	day of 2021.	EXPIRES 1
X	- Frelo	SUORGIA I B
Notary Public	, State of Georgia	Comment &
		The second of the
My Commiss	ion Expires: (e 27 21	Notary Seal
	Application Received Date Stamp: Received	Notary Seal Completed Application with Signatures
My Commiss Annexation A	Application Received Date Stamp: Reco	Completed Application with Signatures ADD 4.2 appropriet Boundary Survey
	Application Received Date Stamp: Recidence of Recidence o	Completed Application with Signatures APR 1 2 202 Description
	Application Received Date Stamp: Reco	Completed Application with Signatures ADD 4.2 appropriet Boundary Survey
	Application Received Date Stamp: Recidence of Recidence o	Completed Application with Signatures APR 1 2 202 Legal Description
	Application Received Date Stamp: Recidence of Recidence o	Completed Application with Signatures APR 1 2 202 Description
Annexation A	Application Received Date Stamp: Recidence of Recidence o	Completed Application with Signatures APR 1 2 202 Description
Annexation A	Application Received Date Stamp: Rec d Rec d Rec d Rec d Rec d BY	Completed Application with Signatures APR 12 2024 Legal Description ARC Population Estimate Information
Annexation A Planning Co Dates Adve	Application Received Date Stamp: Rec d Rec d Rec d Rec d BY:	Completed Application with Signatures APR 12 2024 Legal Description ARC Population Estimate Information
Planning Co Dates Adve 1st City Cou 2nd City Cou	Application Received Date Stamp: Recoin Recoil Recoin Recoil Recoin Recoil Reco	Completed Application with Signatures APR 12 2024 Legal Description ARC Population Estimate Information OH. 28. 2021 Approved: YES NO
Planning Co Dates Adve 1st City Cou 2nd City Cou	Application Received Date Stamp: Recoin Recoil Recoin Recoil Recoin Recoil Reco	Completed Application with Signatures Current Boundary Survey Legal Description ARC Population Estimate Information



ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 256 OF THE 4TH DISTRICT, 1ST SECTION, DAWSON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ROCK MARKING THE COMMON CORNER OF LAND LOTS 255, 256, 221 & 222;

THENCE SOUTH 49 DEGREES 23 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 802.16 FEET TO AN IRON PIN FOUND (1" OPEN TOP PIPE), SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 53 DEGREES 33 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 238,44 FEET TO AN IRON PIN FOUND (1" OPEN TOP PIPE);

THENCE SOUTH 50 DEGREES 51 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 588.82 FEET TO A N IRON PIN FOUND (1" CRIMPED TOP PIPE) LOCATED ON THE NORTHERN RIGHT-OF WAY OF DUCK THURMOND ROAD (HAVING A 40' RIGHT-OF-WAY);

THENCE ALONG SAID RIGHT-OF-WAY NORTH 46 DEGREES 43 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 51.47 FEET TO A POINT;

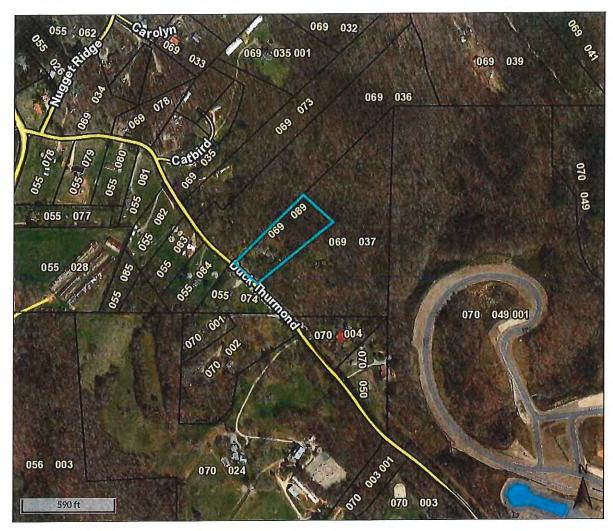
THENCE ALONG A CURVE TURNING TO THE LEFT FOR AN ARC LENGTH OF 94.15 FEET, HAVING A RADIUS OF 1,295.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 48 DEGREES 51 MINUTES 30 SECONDS WEST, AND A CHORD LENGTH OF 94.13 FEET TO A POINT;

THENCE NORTH 51 DEGREES 39 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 43.55 FEET TO A POINT;

THENCE ALONG A CURVE TURNING TO THE RIGHT FOR AN ARC LENGTH OF 29.16 FEET, HAVING A RADIUS OF 996.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50 DEGREES 58 MINUTES 09 SECONDS WEST, AND A CHORD LENGTH OF 29.16 FEET TO AN IRON PIN FOUND (1" OPEN TOP PIPE);

THENCE LEAVING SAID RIGHT-OF-WAY NORTH 49 DEGREES 14 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 567.82 FEET TO AN IRON PIN FOUND (1" OPEN TOP PIPE) AND THE POINT OF BEGINNING.

SAID TRACT HAVING AN AREA OF 2.96 AC. (128,836 SQ. FT).



Overview

Legend

☐ Parcels

Parcel ID: 069 089 Alt ID: 9241

Owner: DEAN BRENDAF

Acres: 3

Assessed Value: \$98130

Date created: 4/1/2021 Last Data Uploaded: 4/1/2021 1:57:40 AM



QPublic.net™ Dawson County, GA

Summary

Parcel Number

069 089

Location Address

788 DUCK THURMOND RD

Legal Description

LL 256 LD 4-1 (Note: Not to be used on legal documents)

Class

R4-Residential (Note: This is for tax purposes only. Not to be used for zoning.) UNINCORPORATED (District 01)

Tax District (

Millage Rate 23,663

Acres Neighborhood

RL-ST - Amicalola (312000)

Homestead Exemption Landlot/District

Yes (X9)

N/A

View Map



Owner

DEAN BRENDA F

788 DUCK THURMOND RD DAWSONVILLE, GA 30534

Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Small Parcels	Rural	6	1.54
RUR	Small Parcels	Rural	7	1.46

Mobile Homes

Style	Manufacturer	Model	Year Built	Width Length	Serial Number	Condition	Value
Mobile Homes	FLEETWOOD	"C" SERIES	1988	24 x 52		Good	\$40,630

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Carport: Pre-Fab No Slab	2016	12×20/0	0	\$590
Storage Building: Pre-Fab MTL	2012	10x12/0	0	\$780
Porch: Open	2012	10x8/0	0	\$1,000
Storage Building: Frame	2008	8x8/0	0	\$530
Homesite Imp: 3 Avg	1997	1x0/1	1	\$5,000
Paving: Asphalt	1988	0x0/4000	0	\$1,600

Permits

Permit Date	Permit Number	Туре
06/19/2008	08-4659	ADDITION

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee	
3/29/1996	214 637	38 99	\$0	Gift		DEAN BRENDA F	

Valuation

	2020	2019	2018	2017	2016
Previous Value	\$98,130	\$98,130	\$42,754	\$39,496	\$38,495
Land Value	\$48,000	\$48,000	\$48,000	\$22,228	\$22,228
+ Improvement Value	\$40,630	\$40,630	\$40,630	\$14,768	\$14,768
+ Accessory Value	\$9,500	\$9,500	\$9,500	\$5,758	\$2,500
= Current Value	\$98,130	\$98,130	\$98,130	\$42,754	\$39,496

Photos



City of Dawsonville

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

Annexation # C2100192

FEE \$250.00 (NONREFUNDABLE) Date Paid 4/13/2014 Cash -/Ck# CC

Please F	Print Clearly ZONING AMENDMEN	T APPLICATION AND FEES RECE	IVED ? TYPES INO
Applica	nt Name(s): Charles Alan Barg	ge	,
Mailing	Address 4663 Windsor Dr.	City_Smyrna	State GAzip 30082
E-Mail_			
Applica	nt Telephone Number(s): _770-	335-8703	
Propert	y Owner's Name(s): Alexandria	and Cody D Tinsley	
Mailing	Address PO BOX 317	City_Dawsonville	State GAZip 30534
E-Mail_			
Propert	y Owner's Telephone Number(s)	404-862-9410	
			□ VACANT LOT orded in Plat Book #86 Page # 66
Land Lot	#_221,222,255,256 District #_4t	h_Section#_1st_Legal Record	ed in Deed Book#Page #
Current	Use of Property: Vacant		
County 2	Coning Classification: RSRMM	City Zoning Classifi	cation: R-1
Land L	se & Zoning Ordinance, Article	e VII. General Provisions Se	ec. 708. Annexation:
classifie	d area subsequently added to the d R-1 (single-family residential di coning map.		ville shall automatically be e classified by amendment to the
Petition	MUST include a completed appli	cation with signatures and AL	L attachments.
_	An 8 ½ x 11 copy of the current the contiguity of said property to		URVEY of said property showing of the City of Dawsonville, GA.
	A copy of the current metes and survey of the property being an		ON that matches the boundary
	Survey must be signed and sea	aled by a Registered Land Sur	veyor.
	Survey must be signed, stampe	ed recorded by Dawson Count	ty Clerk's Office, Superior Court



Annexation Petition into the City of Dawsonville, GA

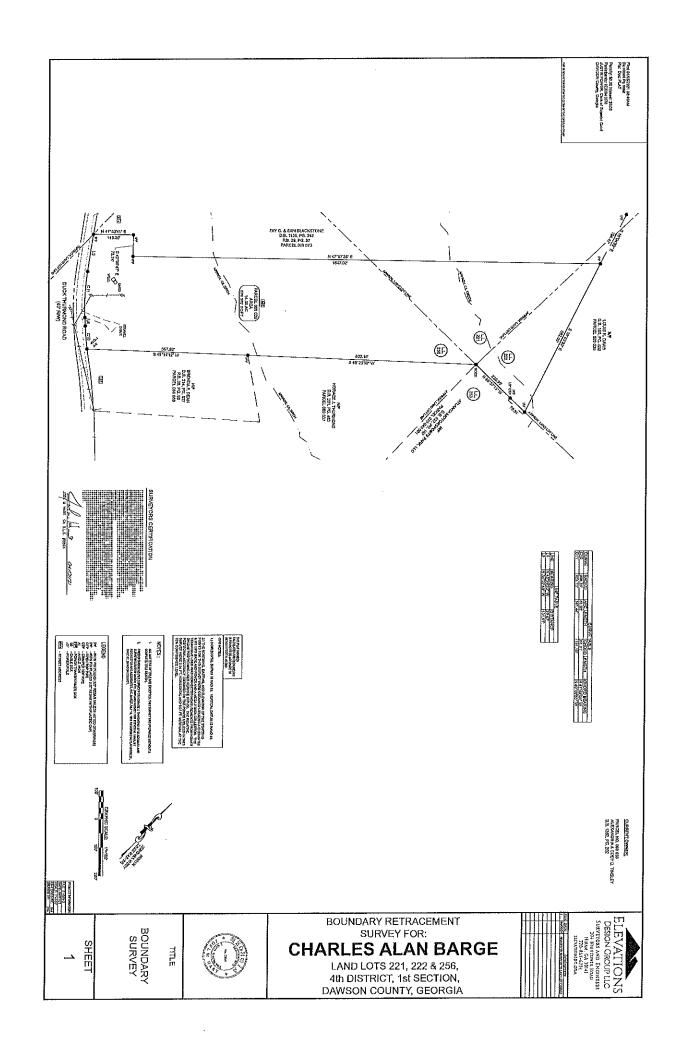
	Pleas of Ju	se answer the follow ustice, Civil Rights I	ving question Division, Vot	ns to meet and ing Section, Se	comply wit ction 5 of th	n the United States Department ne Voting Rights Act.		
1.	Inte	nded Use of Land:	Exis	tina Structure(s)	<u> </u>	Commercial Vacant		
2.	Nun Nun	nber of persons curre	the regiding	on the property:	0	; 🖄 VACANT persons registered to vote:		
3.	The	e number of all resideAmericanAsianBlack, noWhite, no	Indian	- Origin _				
	Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.							
	Δ	Number of existing h		ulation Estima				
			each housing		exed area at	the time of the annexation:		
	C.		g structures (same, be de	molished, moved or converted):		
		Names of affected S						
	E.	Name of affected Mi	ulti-Family Co	mplex: <u>N/A</u>				
	F.	Names of Group Qu	arters (dormi	tories, nursing h	omes, jails, o	etc.):		
	G.	Names of affected D	Ouplexes:	N/A				
	Н.	Names of Mobile Ho	ome Parks:	N/A				



Annexation Petition into the City of Dawsonville, GA

Property Owner(s) Authorization

I / We the undersigned, being the owner(s) of real pro 840 Duck Thurmond Rd. Dawsonville 069 036	operty of the territory described herein as(Address/Tax Map Parcel) , respectfully
request that the Mayor and City Council of the City of	
City and extend the City boundaries to include the sa	ame.
Upon signature of this document, I / We the undersign and accurate to the best of our knowledge.	med certify that all the information provided is true
Property Owner Signature	Property Owner Printed Name
(2) Property Owner Signature	Property Owner Printed Name
(1) Applicant Signature	Applicant Printed Name
(2) Applicant Signature	Applicant Printed Name
Sworn to and subscribed before me this	EXPIRES GEORGIA June 27, 2021 VBL1C Notary Seal
Annexation Application Received Date Stamp: Rec'd Rec'd Rec'd Rec'd Rec'd Rec'd Rec'd	Completed Application with Signatures Current Boundary Survey Legal Description ARC Population Estimate Information
Planning Commission Meeting Date (if rezone): Dates Advertised: O4. 3\. 3024 1st City Council Reading Date:	
and City Council Reading Date:	Approved: YES NO
Date Certified Mall to 4.14. County Board of Commissioners &	ChairmanCounty Manager O4.04. County Attorney
Letter Received from Dawson County Date	



ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 221, 222 & 256 OF THE 4TH DISTRICT, 1ST SECTION, DAWSON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ROCK MARKING THE COMMON CORNER OF LAND LOTS 255, 256, 221 & 222 SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 49 DEGREES 23 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 802.16 FEET TO AN IRON PIN FOUND (1/2" REBAR);

THENCE SOUTH 49 DEGREES 14 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 567.82 FEET TO AN IRON PIN FOUND (1" OPEN TOP PIPE) LOCATED ON THE NORTHERN RIGHT-OF-WAY OF DUCK THURMOND ROAD (HAVING A 40' RIGHT-OF-WAY);

THENCE FOLLOWING SAID RIGHT-OF-WAY ALONG A CURVE TURNING TO THE RIGHT FOR AN ARC LENGTH OF 81.03 FEET, HAVING A RADIUS OF 996.76 FEET, SAID ARC BEING SUBTENED BY A CHORD BEARING OF NORTH 47 DEGREES 48 MINUTES 08 SECONDS WEST, AND A CHORD LENGTH OF 81.01 FEET.TO A POINT;

THENCE NORTH 45 DEGREES 28 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 29.67 FEET TO A POINT:

THENCE ALONG A CURVE TURNING TO THE RIGHT FOR AN ARC LENGTH OF 161.44 FEET, HAVING A RADIUS OF 823.13 FEET, SAID ARC BEING SUBTENED BY A CHORD BEARING OF NORTH 40 DEGREES 09 MINUTES 55 SECONDS WEST, AND A CHORD LENGTH OF 161.18 FEET.TO A POINT;

THENCE NORTH 34 DEGREES 32 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 131.97 FEET TO AN IRON PIN FOUND (1/2" REBAR);

THENCE LEAVING SAID RIGHT-OF-WAY NORTH 47 DEGREES 53 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 140.20 FEET TO AN IRON PIN FOUND (1/2" REBAR);

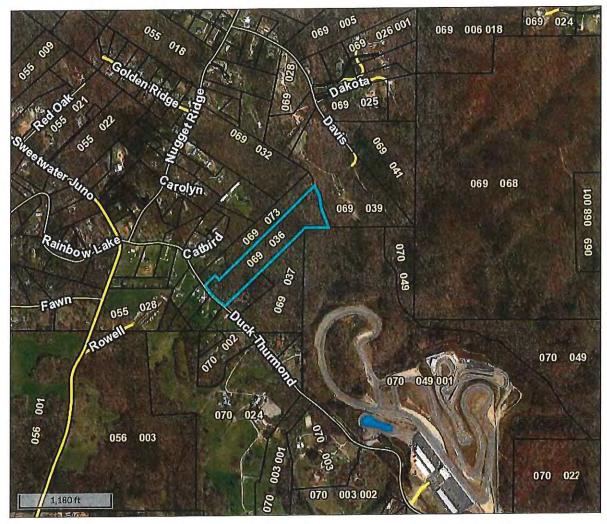
THENCE SOUTH 42 DEGREES 00 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 75.74 FEET TO AN IRON PIN FOUND (1/2" REBAR);

THENCE NORTH 47 DEGREES 57 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 1,647.02 FEET TO AN IRON PIN FOUND (1/2" REBAR);

THENCE SOUTH 16 DEGREES 03 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 582.05 FEET TO AN IRON PIN FOUND (1/2" REBAR);

THENCE NORTH 88 DEGREES 57 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 239.95 FEET TO ROCK AND THE POINT OF BEGINNING,

SAID TRACT HAVING AN ARE OF 14.38AC. (626,373SQ. FT)



Overview

Legend

Parcels

Parcel ID: 069 036 Alt ID: 5467

Owner: TINSLEY ALEXANDRIA & CODY D Acres: 14.34

Assessed Value: \$186200

Date created: 4/1/2021 Last Data Uploaded: 4/1/2021 1:57:40 AM

Developed by Schneider

(A) qPublic.net™ Dawson County, GA

Summary

Parcel Number

Location Address

840 DUCK THURMOND RD

Legal Description

LOT 24 SWEETWATER HILLS LL 221 LD 4-1

(Note: Not to be used on legal documents)

R4-Residential

(Note: This is for tax purposes only. Not to be used for zoning.)
UNINCORPORATED (District 01)

Tax District

Millage Rate

23.663

Acres Neighborhood 14.34 RL-ST - Amicalola (312000)

Homestead Exemption

Landlot/District

No (SO) 221/

View Map

Owner

TINSLEY ALEXANDRIA & CODY D PO BOX 317 DAWSONVILLE, GA 30534

Rural Land

Туре	Description	Calculation Method	Soil Productivity	Acres
RUR	Small Parcels	Rural	6	3.31
RUR	Small Parcels	Rural	7	5.59
DIID	Small Parcels	Rural	8	5.44

Permits

Permit Date	Permit Number	Туре	
09/18/2014	8438	DEMOLITION	

Sales

Sale Date	Deed Book / Page	Plat Book / Page Sale	Price	Reason	Grantor	Grantee
8/16/2019	1362 202		\$0	Kin/Related	LAND DONNA HAMIL	TINSLEY ALEXANDRIA & CODY D
7/12/2019	1358 248	+1.012134-11.022414-21111-19-19-19-19-19-19-19-19-19-19-19-19	\$0	Estate (non ALT)	HAMIL MARIAN F	LAND DONNA HAMIL
2/23/2018	1286 413		\$0	Corrective Deed	LAND DONNA HAMIL	HAMIL MARIAN F
2/2/2018	1286 409		\$0	Corrective Deed	BEATTY CHRISTINE	LAND DONNA HAMIL
1/25/2010	961 204	(1) ○ 1 = 1 = 1 = 2 m =	\$0	Quitclaim (non ALT)	LAND DONNA HAMIL	HAMIL MARIAN
7/29/2004	611 279		\$0	Quitclaim (non ALT)	BEATTY CHRISTINE	LAND DONNA HAMIL
8/28/2004	398 418	- was a second and the second	\$0	Gift	HAMIL JOHNNY	BEATTY CHRISTINE
8/28/2001	398 414	1 - 501	\$0		EASTERVIEW PROP INC	HAMIL JOHNNY
4/2/1999	304 215	\$4		Government (346)	to desirable to the second	EASTERVIEW PROP INC

Valuation

	2020	2019	2018	2017	2016
Previous Value	\$189,700	\$189,700	\$82,847	\$82,847	\$79,246
Land Value	\$186,200	\$186,200	\$186,200	\$79,947	\$79,947
+ Improvement Value	\$0	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$3,500	\$3,500	\$2,900	\$2,900
= Current Value	\$186,200	\$189,700	\$189,700	\$82,847	\$82,847

No data available for the following modules: Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Photos, Sketches.

The Dawson County Assessor makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.

Developed by

User Privacy Policy **GDPR Privacy Notice**

Last Data Upload: 4/1/2021, 1:57:40 AM

Version 2.3.114



City of Dawsonville

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

Annexation Petition into the City of Dawsonville, GA

Annexation # ANX ZA C2/00/92

FEE \$250.00 (NONREFUNDABLE) Date Paid 4/13/24 Cash □/Ck#

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п	Λ.	
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v	_	

Please	Print Clearly	ZONING AMENDMENT A	PPLICATION AND FEES RECE	EIVED ? TYES DNO
Applica	ant Name(s):	Charles Alan Barge		A STATE OF THE STA
Mailing	Address 46	663 Windsor Dr.	City Smyrna	State GAZip 30082
E-Mail				
Applica	ant Telephone	e Number(s): _770-33	5-8703	
Proper	ty Owner's N	ame(s): <u>Fay and Sar</u>	m Blackstone	
Mailing	Address_1	300 Smithdale Road	CityCumming	State GA Zip 30040
E-Mail_				
Proper	ty Owner's Te	elephone Number(s): _	678-699-2258	-
Addres	s of Property	to be Annexed: 914 I	Duck Thurmond Rd	□ VACANT LOT
Тах Мар	& Parcel #0	69 073 Property Size	in Acres: 7.09 Survey Rec	corded in Plat Book # 86 Page # 60
Land Lot	# 221,222,2	256,257 District # 4th	_Section#1stLegal Record	ded in Deed Book#Page #
Current	Use of Prop	erty: Residential		
County	Zoning Classifi	cation: RSRMM	City Zoning Classifi	cation; R-1
Land L	Jse & Zoning	g Ordinance, Article V	II. General Provisions S	ec. 708. Annexation:
classifie				nville shall automatically be e classified by amendment to the
Petition	MUST includ	de a completed applicat	ion with signatures and AL	L attachments.
				URVEY of said property showing of the City of Dawsonville, GA.
		he current metes and bone property being annex		ION that matches the boundary
	Survey mu	st be signed and sealed	d by a Registered Land Su	rveyor.
D	Survey mu	st be signed, stamped i	ecorded by Dawson Coun	ty Clerk's Office, Superior Court



Annexation Petition into the City of Dawsonville, GA

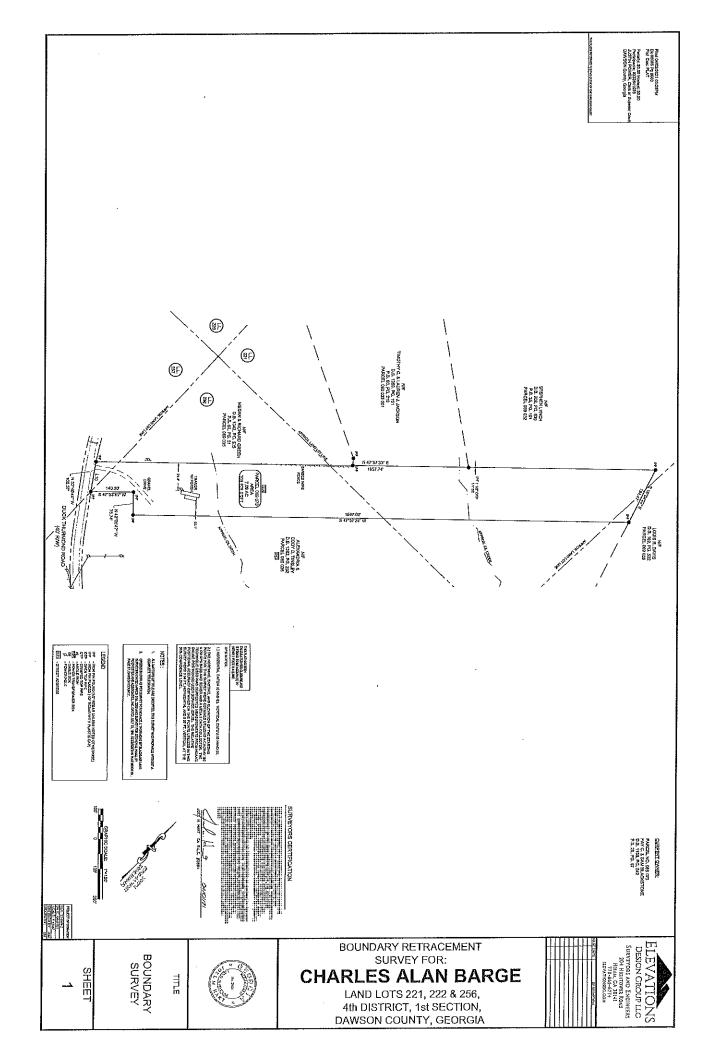
1. Intended Use of Land: Residential Structure(s) X Vacant		Plea of J	ase answer the follow Justice, Civil Rights	wing questions to meet and Division, Voting Section, S	i comply ection 5	with the '	he United States Department Voting Rights Act.
	4	Into	anded Hee of Land:	Residential			Commercial
Other (specify) 2. Number of persons currently residing on the property:	1.	шце	silded Osc of Editor	Existing Structure(s	s)	·X	Vacant
2. Number of persons currently residing on the property:							
Number of persons18 years or older:; Number of persons registered to vote:	_			mely rapiding on the property			· M VACANT
3. The number of all residents occupying the property: American Indian	2.	Nu	mber of persons curre	antily residing on the property	. Numbe	r of per	sons registered to vote:
Annerican Indian Asian Asian Black, not of Hispanic Origin White, not of Hispanic Origin White, not of Hispanic Origin White, not of Hispanic Origin As VACANT Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates. ARC Population Estimate Information A. Number of existing housing units: 0 B. List of Addresses for each housing unit in the annexed area at the time of the annexation: N/A C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted): N/A D. Names of affected Subdivision: N/A F. Name of affected Multi-Family Complex: N/A G. Names of affected Duplexes: N/A G. Names of affected Duplexes: N/A					,		
Asian Pacific Islander Black, not of Hispanic Origin Hispanic White, not of Hispanic Origin X VACANT Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates. ARC Population Estimate Information A. Number of existing housing units: 0 B. List of Addresses for each housing unit in the annexed area at the time of the annexation: N/A C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted): N/A D. Names of affected Subdivision: N/A E. Name of affected Multi-Family Complex: N/A F. Names of Group Quarters (dormitories, nursing homes, jails, etc.): N/A G. Names of affected Duplexes: N/A	3.	The				A11	- Nathra
Black, not of Hispanic Origin White, not of Hispanic Origin White, not of Hispanic Origin X VACANT Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates. ARC Population Estimate Information A. Number of existing housing units: 0 B. List of Addresses for each housing unit in the annexed area at the time of the annexation: N/A C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted): N/A D. Names of affected Subdivision: N/A F. Names of Group Quarters (dormitories, nursing homes, jails, etc.): N/A G. Names of affected Duplexes: N/A				Indian .			
White, not of Hispanic Origin X				Littlianania Oviete			
Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates. ARC Population Estimate Information A. Number of existing housing units: 0 B. List of Addresses for each housing unit in the annexed area at the time of the annexation: N/A C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted): N/A D. Names of affected Subdivision: N/A E. Name of affected Multi-Family Complex: N/A F. Names of Group Quarters (dormitories, nursing homes, jails, etc.): N/A G. Names of affected Duplexes: N/A			Black, no	t of Hispanic Origin t of Hispanic Origin			
ARC Population Estimate Information A. Number of existing housing units: B. List of Addresses for each housing unit in the annexed area at the time of the annexation: N/A C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted): N/A D. Names of affected Subdivision: N/A E. Name of affected Multi-Family Complex: N/A F. Names of Group Quarters (dormitories, nursing homes, jails, etc.): N/A G. Names of affected Duplexes: N/A			vvilite, no	it of Hispanic Origin		_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	•
D. Names of affected Subdivision: N/A E. Name of affected Multi-Family Complex: N/A F. Names of Group Quarters (dormitories, nursing homes, jails, etc.): N/A G. Names of affected Duplexes: N/A		Co A.	mmerce, which requesting holds of Addresses for	aires this information to pro ARC Population Estima ousing units: 0 each housing unit in the ann	te Inforr	nation	e time of the annexation:
E. Name of affected Multi-Family Complex:N/A F. Names of Group Quarters (dormitories, nursing homes, jails, etc.): N/A G. Names of affected Duplexes:N/A		C.		g structures (e.g. to stay the	same, be	e demol	ished, moved or converted):
F. Names of Group Quarters (dormitories, nursing homes, jails, etc.): N/A G. Names of affected Duplexes: N/A		D.	Names of affected S	ubdivision: N/A			
G. Names of affected Duplexes: N/A		E.	Name of affected Mu	lti-Family Complex: N/A			
G. Names of affected Duplexes: N/A		F.	Names of Group Qua	arters (dormitories, nursing h	omes, ja	ils, etc.)	:
			N/A				
		G.	Names of affected D	uplexes: N/A			



Annexation Petition into the City of Dawsonville, GA

Property Owner(s) Authorization

/ We the undersigned, being the owner(s) of real p 914 Duck Thurmond Rd. 069 073	(Address/Tax Map Parcel) , respectfully
equest that the Mayor and City Council of the City	of Dawsonville, Georgia annex this property into the
City and extend the City boundaries to include the s	same.
Jpon signature of this document, I / We the unders	igned certify that all the information provided is true
and accurate to the best of our knowledge.	
a task Colors Alla tayl	Bloughstone Foy C Johns
Property Owner Signature	Property Owner Ptinted Name
Property Owner Signature	Property Owner Printed Name
1) Applicant Signature	Applicant Printed Name
2) Applicant Signature	Applicant Printed Name
his	GEORGIA Juno 27, 2021 Notary Seal
	\$ 300 CONSTITUTE
Annexation Application Received Date Stamp: Rec'd	Completed Application with Signatures Current Boundary Survey Legal Description ARC Population Estimate Information
Planning Commission Meeting Date (if rezone):	
Dates Advertised: D4.21. 3021	04.28.2021
1st City Council Reading Date:	Line Civ.
and City Council Boarding Date:	Approved: YES NO
Date Certified Mail to 14.2 County Board of Commissioners	& ChairmanCounty Manager 04.14. 262 Attorney



ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 221, 222, 256 & 257 OF THE 4TH DISTRICT, 1ST SECTION, DAWSON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ROCK MARKING THE COMMON CORNER OF LAND LOTS 255, 256, 221 & 222 SAID;

THENCE SOUTH 88 DEGREES 57 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 239.95 FEET TO AN IRON PIN FOUND (1/2" REBAR);

THENCE NORTH 16 DEGREES 03 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 582.05 FEET TO AN IRON PIN FOUND (1/2" REBAR), SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 47 DEGREES 57 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 1,647.02 FEET TO AN IRON PIN FOUND (1/2" REBAR);

THENCE NORTH 42 DEGREES 00 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 75.74 FEET TO AN IRON PIN FOUND (1/2" REBAR);

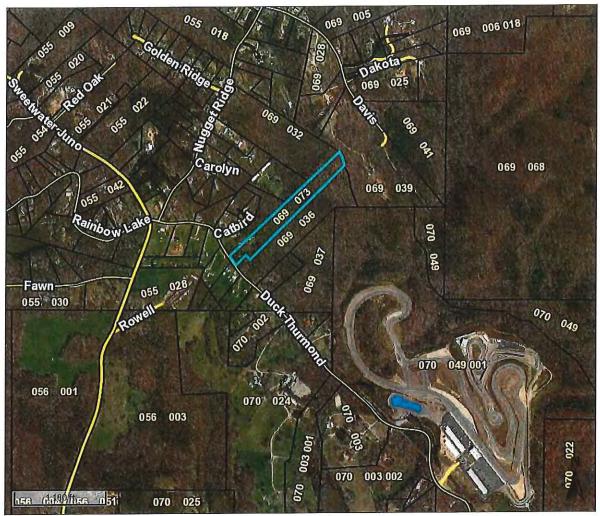
THENCE SOUTH 47 DEGREES 53 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 140.20 FEET TO AN IRON PIN FOUND (1/2" REBAR) LOCATED ON THE NORTHERN RIGHT-OF-WAY OF DUCK THURMOND ROAD (HAVING A 40' RIGHT-OF-WAY);

THENCE FOLLOWING SAID RIGHT-OF-WAY NORTH 33 DEGREES 40 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 100.37 FEET TO AN IRON PIN FOUND (1/2" REBAR);

THENCE LEAVING SAID RIGHT-OF-WAY NORTH 47 DEGREES 57 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 1,857.74 FEET TO AN IRON PIN FOUND (1/2" REBAR);

THENCE SOUTH 16 DEGREES 04 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 194.47 FEET TO AN IRON PIN FOUND (1/2" REBAR), AND THE POINT OF BEGINNING.

SAID TRACT HAVING AN AREA OF 7.09ACRES (308,628SQ. FT).



Overview

Legend

☐ Parcels

Parcel ID: 069 073 Alt ID: 5501

Owner: BLACKSTONE FAY C & SAM

Acres: 7.09

Assessed Value: \$63811

Date created: 4/1/2021 Last Data Uploaded: 4/1/2021 1:57:40 AM





Summary

Parcel Number 069 073

Location Address 914 DUCK THURMOND RD Legal Description LL 221 222 256 257LD 4-1

(Note: Not to be used on legal documents)

Class R4-Residential

(Note: This is for tax purposes only. Not to be used for zoning.)

Tax District UNINCORPORATED (District 01)

Millage Rate 23.663

Millage Rate 23.66 Acres 7.09

Neighborhood RL-ST - Amicalola (312000)

Homestead Exemption No (S0) Landlot/District N/A

View Map



Owner

BLACKSTONE FAY C & SAM 1300 SMITHDALE ROAD CUMMING, GA 30040

Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Small Parcels	Rural	6	0.79
RUR	Small Parcels	Rural	7	4.78
RUR	Small Parcels	Rural	8	1.52

Mobile Homes

Style	Manufacturer	Model	Year Built	Width Length	Serial Number	Condition	Value
Mobile Homes	UNKNOWN	UNKNOWN	1972	12 x 62		Poor	\$299

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Deck	1997	12x15/0	0	\$6
Homesite Imp: 2 Fair	1997	1x0/1	1	\$1,477
Storage Building: Frame	1997	8x10/80	1	\$0

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
12/4/2014	1135 242	29 57	\$45,000	Mobile Home Included (346)	KENNET STREET REAL PROPERTY LL	BLACKSTONE FAY C & SAM
9/16/2008	886 152	29 57	\$0	Gift	DICICCO JOSEPH A	KENNET STREET REAL PROPERTY LLC
11/6/1995	207 631	29 57	\$10,000	Quitclaim (non ALT)	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	DICICCO JOSEPH A

Valuation

2020	2019	2018	2017	2016
\$63,811	\$63,811	\$47,757	\$47,757	\$45,000
\$62,029	\$62,029	\$63,810	\$43,285	\$43,285
\$299	\$299	\$1	\$1,014	\$1,014
\$1,483	\$1,483	\$0	\$3,458	\$3,458
\$63,811	\$63,811	\$63,811	\$47,757	\$47,757
	\$63,811 \$62,029 \$299 \$1,483	\$63,811 \$63,811 \$62,029 \$62,029 \$299 \$299 \$1,483 \$1,483	\$63,811 \$63,811 \$47,757 \$62,029 \$62,029 \$63,810 \$299 \$299 \$1 \$1,483 \$1,483 \$0	\$63,811 \$63,811 \$47,757 \$47,757 \$62,029 \$62,029 \$63,810 \$43,285 \$299 \$299 \$1 \$1,014 \$1,483 \$1,483 \$0 \$3,458

Photos

City of Dawsonville

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

Zoning Amendment Application

Application#: ZA - (2)00192			
Applicant Name(s): Charles Alan Barge			
Address: 4663 Windsor Dr. City: Smyrna zip: 30082			
Phone: 770-335-8703 Email: alan@aerosys.net			
Signature(s) Date 4/5/21			
Properly Address: See attached chart			
Directions to Property from City Hall: SR53 west to Duck Thurmond Property is just past AMP on the right.			
TaxMap# See attached chart Parcel# see attached chart Current Zoning: RSRMM (County)			
LandLot(s): See attached chart District: 4th Section: 1st			
Subdivision Name:n/aLot#n/a			
Acres: See attached choutrent use of property: Residential			
Has a past request of Rezone of this property been made before? no lf yes, provide ZA# n/a			
The applicant request:			
Rezoning to zoning category: R-1 Conditional Use permit for: n/a			
Proposed use of property if rezoned: Residential subdivision with septic			
Residential #of lots proposed: 34 Minimum lot size proposed 10756 (Include Conceptual Plan)			
Amenity area proposedno, ifyes, whatn/a			
If Commercial: total building area proposed:(Include Conceptual Plan)			
Utilities:(utilities readily available at the road frontage): Water Sewer _X Electric Natural Gas			
Proposed Utilities:(utilities developer intends to provide) Water Sewer _X_ Electric Natural Gas			
Road Access/Proposed Access: (Access to the development/area will be provided from)			
Roadname: Duck Thurmond Rd Type of Surface: Asphalt			
 Failure to complete all sections will result in rejection of application and unnecessary delays. I understand that failure to appear at a public hearing may result in the postponement or denial of this application. 			
Signature of Applicant 9/5/2/ Date Office Use Only CC. 80 41/3 08/2			
Office Use Only Date Cc on 413 20			
Office Use Only Date Completed Application Rec'd: 413 2021 Amount Paid: \$ 2934.3 CK Cash Date of Planning Commission Meeting: 510 2021 Dates Advertised: 04, 21, 2021 04, 28, 20			
Office Use Only Date Office Use Only Date Completed Application Rec'd: 413 2021 Amount Paid: \$ 2734.3 CK Cash			

(The complete names of all owners must be listed, if the owner is a partnership, the names of all partners must be listed, if a joint venture, the names of all members must be listed. If a separate sheet is needed to list all names, please have the additional sheet not arrived also.)



City of Dawsonville

415 Highway 53 East, Suite 100 Dawsonville, GA 30534 (706) 265-3256 Zoning Amendment Adjacent Property Owners

Application # ZA - C2 | 00192 TMP# 070-004 069-037 069-033

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

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

TMP #	_1. Name(s):_	See attached chart
		And the supplies of the suppli
TMP #2.		
	Address	
TMP #		The second secon
TMP #		

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

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

Zoning Amendment Campaign Disclosure

<u>Disclosure of Campaign Contributions</u> (Applicant(s) and Representative(s) of Rezoning)

Pursuant to OCGA, Section 36-67 A-3. A, the following disclosure is mandatory when an applicant or any representation of application for rezoning has been made with two years immediately preceding the filing of the applicant's request for rezoning, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application for rezoning.

It shall be the duty of the applicant and the attorney representing the applicant to file a disclosure with the governing authority of the respective local government showing the following:

1.	Name of local official to whom campaign contribution was made:
2.	The dollar amount and description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution. Amount \$
made to t	ion and description of each gift when the total value of all gifts is \$250.00 or more ne local government official during the 2 years immediately preceding the filing n for rezoning:
Signat	Marly Alan Born 4/5/2/ ure of Applicant / Representative of Applicant / Date

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



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

Zoning Amendment Authorization

Troporty Switch Matthewarten
1/We Horaco J. Thurmond hereby swear that I/we own the property
located at (fill in address and/or tax map & parcel #) Leta Duck Thurmond Rd.
Dawsonville (SA 30534 070.050 as shown
in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by the request.
I hereby authorize the person(s) or entity(ies) named below to act as the applicant or agent in pursuit of the
rezoning requested on this property. I understand that any rezone granted, and/or conditions or stipulations
placed on the property will be binding upon the property regardless of ownership. The under signer below is
authorized to make this application. The undersigned is aware that no application or reapplication affecting
the same land shall be acted upon within 6 months from the date of the last action by the City Council.
Printed Name of Applicant or Agent HORACE J. THURMOUN
Signature of Applicant or Agent 14 trace of Date H-2-2/
Mailing Address P.D. Box 933
City Dawsonvilla State GA Zip 30534
Telephone Number
SUBSCRIBED AND SWORN BEFORE ME ON THIS
DAY OF April 2021
Notary Public, State of Georgia
Palic /
My Commission Expires: 6 27 21 Notary Seal



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

Zoning Amendment Authorization

1/We Horaco J. Thurmond	hereby swear that I / we own the property
located at (fill in address and/or tax map & parcel #) 1990 Duck	Thermond Kd.
Darpsmulle, GA 30534 070-004	as shown
in the tax maps and/or deed records of Dawson County, Georgia, and v	which parcel will be affected by the request.
I hereby authorize the person(s) or entity(les) named below to act as the	e applicant or agent in pursuit of the
rezoning requested on this property. I understand that any rezone grant	ed, and/or conditions or stipulations
placed on the property will be binding upon the property regardless of o	wnership. The under signer below is
authorized to make this application. The undersigned is aware that no a	pplication or reapplication affecting
the same land shall be acted upon within 6 months from the date of the	
Printed Name of Applicant or Agent TORALE T, THUR	MON
Signature of Applicant or Agent Drace J Slul	rened Date 4-2-21
Mailing Address P.D. Box 932	
.00	7 7 00 21
City Dawson ville State 6A	zip30534
Telephone Number	
SUBSCRIBED AND SWORN BEFORE ME ON THIS	minimum
a d	N BISA MILL
DAY OF April 2021	144/0
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1 3000 27	2001
di Bix	RG/A
Notary Public, State of Georgia	WAY SHIPE
The state of the s	BHORRES
My Commission Expires: 6 27 21	Notary Seal



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

Zoning Amendment Authorization

1/We Horaco IT.	Thurmond		hereby swear tha	t I/we own the property
located at (fill in address and	l/or tax map & parcel #)	694 Duck	Thurmond	Kd.
Dawsonville	GA 30534	0690	3*7	as shown
in the tax maps and/or deed	records of Dawson Cou	inty, Georgia, and wh	ich parcel will be	affected by the request.
I hereby authorize the person	n(s) or entity(ies) named	d below to act as the	applicant or agent	in pursuit of the
rezoning requested on this p	roperty. I understand the	at any rezone granted	d, and/or condition	ns or stipulations
placed on the property will be	e binding upon the prop	erty regardless of ow	nership. The unde	er signer below is
authorized to make this appli	cation. The undersigner	d is aware that no app	olication or reappl	ication affecting
the same land shall be acted	upon within 6 months f	rom the date of the la	st action by the C	ity Council.
Printed Name of Applicant or Signature of Applicant or A	Agent HARAC	F J, TI	HORMONDO	$\frac{d}{d}$
Mailing Address P.O.		7 9.10	, D	to the state of
		State GA	7.~	a d
city <u>Valusonui</u>			Zip305	554
Telephone Number	o-265-633	5		
SUBSCRIBED AND SWOR	N BEFORE ME ON TH	IS		
DAY OF_	April 20	ZI	O Ann	
Notary Public, State of Geo	Ondia	EXPIRES GEORGIA	The management of the state of	
Notary I abilo, otato di Got	21904	S CBLIC	3/	
My Commission Expires:_	6/27/21	O V COUR	N	otary Seal



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

Zoning Amendment Authorization

Property Owner Authorization
1/We Brenda & Doar hereby swear that I / we own the property
located at (fill in address and/or tax map & parcel #) 188 Duck Thurmond Rd
Dawson v 20, GA 3534 - 069089 as show
in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by the request.
I hereby authorize the person(s) or entity(ies) named below to act as the applicant or agent in pursuit of the
rezoning requested on this property. I understand that any rezone granted, and/or conditions or stipulations
placed on the property will be binding upon the property regardless of ownership. The under signer below is
authorized to make this application. The undersigned is aware that no application or reapplication affecting
the same land shall be acted upon within 6 months from the date of the last action by the City Council.
The same land shall be detect upon within a monthly from the date of the last detect by the engineers
Printed Name of Applicant or Agent Brado F. Daw
Signature of Applicant or Agent Brenda 7 Daan Date 4.2.21
Mailing Address 788 Duck thermond Rd.
City Dawsonville State GA Zip 30534
Telephone Number
SUBSCRIBED AND SWORN BEFORE ME ON THIS
2th DAY OF April 20,21
Market Market Control
A R LOTANA
Notary Public, State of Georgia GEORGIA
Monary Fubility, State of Georgia
a la
My Commission Expires: Le 27 21 Notary Seal
" and the state of



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

Zoning Amendment Authorization

I/We Alexandria and Cody Tinsley hereby swear that I/we own	the property
located at (fill in address and/or tax map & parcel #) 1840 Duck Murmond Rd	and of the same
Charlet All Joseph	as shown
in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by	ine request.
I hereby authorize the person(s) or entity(ies) named below to act as the applicant or agent in pursuit of	of the
rezoning requested on this property. I understand that any rezone granted, and/or conditions or stipula	tions
placed on the property will be binding upon the property regardless of ownership. The under signer bel	ow is
authorized to make this application. The undersigned is aware that no application or reapplication affect	eting
the same land shall be acted upon within 6 months from the date of the last action by the City Council.	
Printed Name of Applicant or Agent Alex Unding Tinsky Coch Tinskey	7,
Signature of Applicant or Agent WINDING TIME (J. Sings Date 9/3/	41
Mailing Address PD Box 317	
City Dawsonville State C7A Zip 30534	
Telephone Number 404 862 9410	
SUBSCRIBED AND SWORN BEFORE ME ON THIS	
BOY OF April 2021 CHORGIA	
June 300 Million Contraction of the Contraction of	
Notary Public, State of Georgia	
My Commission Expires: 6 27 2 Notary Seal	

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

Zoning Amendment Authorization

1/We Poy Cyohns	hereby sw	ear that I / we own the property
located at (fill in address and/or tax map & parcel #) _	914 Durk They	mord Kd.
Daysony 00 GA 30534 (269 073	as show
in the tax maps and/or deed records of Dawson Coun	ty, Georgia, and which parcel	will be affected by the request.
I hereby authorize the person(s) or entity(ies) named is rezoning requested on this property. I understand that placed on the property will be binding upon the proper authorized to make this application. The undersigned the same land shall be acted upon within 6 months from	any rezone granted, and/or c ty regardless of ownership. Th is aware that no application or	onditions or stipulations ne under signer below is reapplication affecting
Printed Name of Applicant or Agent Fay	ohns	
Signature of Applicant or Agent Tour	okrs	Date
Mailing Address 1300 Smithdale Ad /		
	tate GA Zip_3	30040
Telephone Number 678/699-2258		
SUBSCRIBED AND SWORN BEFORE ME ON THIS		
3rd DAY OF April 202	A monumentum	
Notary Public, State of Georgia	OTAR EXPIRES GEORGIA June 27, 2021	Thin the second of the second
My Commission Expires: 6 27 21	- SNOOUS	Notary Seal



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

Zoning Amendment Notice of R-A Adjacency

Notice of Residential-Agricultural District (R-A) Adjacency

Agricultural districts include uses of land primarily for active farming activities and result in odors, noise, dust, and other effects, which may not be compatible with adjacent development. Future abutting developers which are not in R-A land use districts shall be provided with this "Notice of R-A Adjacency" prior to administrative action on either the land use district or the issuance of a building or occupancy permit.

Prior to administrative action the applicant shall be required to sign this waiver which indicates that applicant understands that a use is ongoing adjacent to his use which will produce odors, noise, dust and other effects which may not be compatible with the applicant's development. Nevertheless, understanding the effects of the adjacent R-A use, the applicant agrees by executing this form to waive any objection to those effects and understands that his district change and / or his permits are issued and processed in reliance on his agreement not to bring any action asserting that the adjacent uses in the R-A district constitute a nuisance against local governments and adjoining landowners whose property is located in an R-A district.

Applicant Signature Atawace J Jaw.	unod Date 4-2-21
Application Number: ANX 2A C21001	192
SUBSCRIBED AND SWORN BEFORE ME ON THIS	MAN BIS A COMMENTAL OF THE PROPERTY OF THE PRO
DAY OF April 20 21 Notary Public, State of Georgia	GEORGIA June 27, 2021
My Commission Expires: 6 27/21	Notary Seal



415 Highway 53 East, Suite 100 Dawsonville, GA 30534 (706) 265-3256 Zoning Amendment Notice of R-A Adjacency

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Applicant Signature Brenda 4. Dean	Date 4-2-21
Application Number: Anx 2A C2100192	
SUBSCRIBED AND SWORN BEFORE ME ON THIS DAY OF April 2021 Notary Public, State of Georgia	CHOTA OS COLINT
My Commission Expires: 4 27 2	Notary Seal



415 Highway 53 East, Suite 100 Dawsonville, GA 30534 (706) 265-3256 Zoning Amendment Notice of R-A Adjacency

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Applicant Signature Lay Johns	Date 4-03-21
Application Number: Anx 2A C2100192	
SUBSCRIBED AND SWORN BEFORE ME ON THIS DAY OF April 20,21 Notary Public, State of Georgia	BISHOS GRORGIA GRORGIA Jeno 27, 2021
My Commission Expires: <u>k 27 21</u>	Notary Seal



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

Zoning Amendment Notice of R-A Adjacency

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Applicant Signature My Junds	Date <u>4/3</u> /2/
Application Number: Anx 29 C2100192	
SUBSCRIBED AND SWORN BEFORE ME ON THIS DAY OF ACCUL 2021	OTARA
Notary Public, State of Georgia	GEORGIA Juno 27, 2021
My Commission Expires: 4 27 21	Notary Seal

Purchaser/Developer: Charles A. Barge

Dawsonville, GA Project

LETTER OF INTENT - Revised April 25, 2021



The intent of the project is as follows:

The following land plats (Dawson County Tax ID Parcel Numbers), with current Owners' Contact Information, Address, and nominal acreage identified, are contemplated to be purchased by the Purchaser:

Parcel Numbers	Name/Contact Numbers	Dawson County Address	Acreage
070 050	Horace J. Thurmond	612 Duck Thurmond Rd	2.98 +/- Acres
070 004	706-531-8904	690 Duck Thurmond Rd	2.95 +/- Acres
069 037	706-265-7803	694 Duck Thurmond Rd	14.46 +/- Acres
069 089	Brenda S Dean 706-265-7803 (MOBILE HOME)	788 Duck Thurmond Rd	2.96 +/- Acres
069 036	Cody D. & Alexandria N. Tinsley 706-974-6567 404-862-9410	840 Duck Thurmond Rd	14.38 +/- Acres
069 073	Sam & Fay Blackstone 678-699-2563 678-699-2258	914 Duck Thurmond Rd	7.09 +/- Acres

The entire assemblage is to contain approximately 44.82 AC+/-. The properties will be combined into one large plat and annexed into the Dawson City Limits. Not all proposed plats are currently contiguous with Dawsonville City property; however, some are, they are all contiguous to each other, and as combined into a single plat will all be contiguous with the City. Once annexed, it is understood by the Purchaser/Developer that the current Dawson County property zoning of RSRMM, will automatically

convert to Dawsonville City Zoning classification of R1 (minimum 1 AC lots sizes). Which is not only acceptable, but desirable by the Purchaser/Developer.

Subsequent to, purchase, assemblage, annexation and rezoning, the Purchaser/Developer intends to subdivide the overall property into approximately 29 private lots, plus common areas such as: park areas, roadways, swimming pool and clubhouse areas.

The property was specifically chosen due to its immediate adjacency to the Atlanta Motorsports Park (AMP) — a private club for automotive enthusiast that includes a racetrack and go-karting facility. The Purchaser/Developer of the properties, being a long-standing member of the club has identified some needs of the club and the surrounding communities that can be achieved through the proposed project.

AMP is a terrific destination and a club that draws members and visitors from all over the world, the country, and especially the southeastern US. However, one of the single largest impediments to the growth or popularity of the track is local temporary housing for its out-of-town guests.

The Purchaser/Developer, intends to impact that issue by allowing up to an approximate 29 subpurchasers to purchase lots and build homes that will be strictly governed by a Subdivision Architectural Committee. It is assumed that there will be minimum requirements such as:

For the Subdivision:

- Private Gated Community
- Privately Owned Roads
- Clubhouse
- Pool
- Park

For the Homeowners:

- Single Family Dwellings Only
- 1AC lot size Minimum
- 2,500 SQFT Heated Minimum
- 3-Story Maximum
- Brick, Stone, Cement Board siding only, no vinyl siding
- Enclosed Garages

Additionally, one of the largest ongoing community complaints regarding the Club at AMP, is the noise generated by the racetrack. The Purchaser/Developer endeavors to positively impact that issue by the ultimate construction of a neighborhood subdivision of car and racetrack enthusiast who specifically desire to be located adjacent to a racetrack.

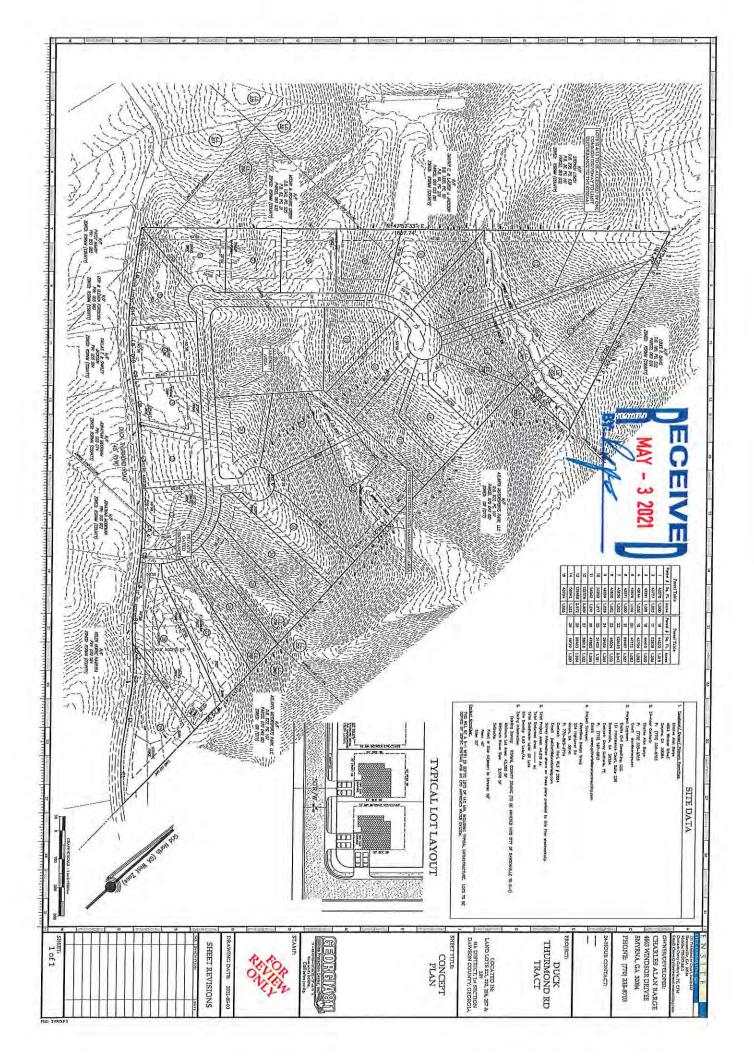
This will, in essence, build a 44.82+/- AC sound buffer between the racetrack and those existing AMP neighbors who are negatively impacted by the elevated sounds.

The ultimate goal will be to build back with structures that honor the history of the surrounding communities, yet attempt to enhance the growth potential of Dawsonville by requiring upper-scale homes be built.

This can all be achieved through a relatively revenue positive impact to the community. Specifically:

- For most of the proposed homeowners, this will not be their primary residence. i.e., they live somewhere else, and only utilize this dwelling for an occasional weekend residence, yet they still pay local property taxes here.
- These frequent visitors will support the local economy by frequenting shops and commercial business of all types on a frequent basis.
- These frequent visitors, along with their dwellings, will support the local economy by
 providing the requirements for routine maintenance of their facilities, i.e. landscape services,
 HVAC repairs, painting, plumbers, electricians, etcetera.
- These visitors do not materially increase the load on local government provided services, such as: 911 Emergency Services, Schools, Bussing, Etc.

It is the Purchaser/Developer's desire that the proposed plan be a mutually beneficial relationship between him, the future home owners, the existing neighbors, and the city, and stands ready to address any concerns.





DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 9

SUBJECT: PROPOSED FY 2021-2022 BUDGET
CITY COUNCIL MEETING DATE: 06/07/2021
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 HOLD A PUBLIC HEARING FOR THE PROPOSED FY 2021-2022 BUDGET
 HISTORY/ FACTS / ISSUES: MAY 21, 2021 – PRESENTED THE FY 2021-2022 BUDGET TO THE COUNCIL & PUBLIC JUNE 7, 2021 – PUBLIC HEARING FOR THE PROPOSED FY 2021-2022 BUDGET JUNE 21, 2020 – CONSIDERATION OF FY 2022 BUDGET ADOPTION BY RESOLUTION
OPTIONS: APPROVE, AMEND, DENY OR TABLE
RECOMMENDED SAMPLE MOTION:
REQUESTED BY: Robin Gazaway, Finance Administrator

CITY OF DAWSONVILLE **BUDGET FY 2021-22 FUNCTION** DESCRIPTION **FUND** ACCOUNT NAME **REVENUE EXPENSES** COUNCIL 100 **GENERAL FUND** 1100 \$99,215.00 1300 MAYOR \$21,480.00 1400 **ELECTIONS** \$8,000.00 1500 **ADMINISTRATION** \$947,232.00 1565 CITYHALL BUILDING \$131,135.00 3900 ANIMAL CONTROL \$1,523.00 **ROADS** \$520,995.00 4200 6200 **PARKS** \$53,913.00 **PLANNING & ZONING** 7400 \$380,300.00 **ECONOMIC DEVELOPMENT** 7540/7550 \$59,000.00 \$2,222,793.00 \$2,222,793.00 \$5,502.00 \$5,502.00 275 HOTEL-MOTEL TAX \$29,400.00 285 DOWNTOWN DEVELOPMENT AUTHORITY \$29,400.00 320 SPLOST VI \$556,000.00 \$556,000.00 **SEWER** 505 **ENTERPRISE** 4300 \$1,175,488.00 \$1,175,488.00 WATER \$711,337.00 \$711,337.00 4400 \$1,886,825.00 \$1,886,825.00 530 **CAPITAL OUTLAY** 4300 **SEWER TAPS** \$225,000.00 \$75,000.00 4400 WATER TAPS \$260,000.00 \$410,000.00 \$485,000.00 \$485,000.00 540 **GARBAGE** 4310 SOLID WASTE \$208,200.00 \$208,200.00 **CEMETERY** 4950 **CEMETERY** \$18,430.00 790 \$18,430.00

FY 2020-21 TOTAL REVENUE	\$5,412,150.00
FY 2020-21 TOTAL EXPENDITURES	\$5,412,150.00

BUDGET FY 2020-21						
REVENUE	GENERAL FUND -	100				
Account #	Account Description	2020-21 Recmnd	2019-20 Budget	2020-21 Actual	2021-22 Estimate	
100-0000-311100	ELECTRIC FRANCHISE FEES	160,000.00	160,000.00	161,819.94	160,000.00	
100-0000-311315	MOTOR VEHICLE TITLE AD VALOREM TAX	50,000.00	120,000.00	58,123.43	58,000.00	
100-0000-311730	GAS FRANCHISE FEES	13,000.00	12,500.00	16,408.80	13,000.00	
100-0000-311750	TV CABLE FRANCHISE FEES	12,000.00	12,000.00	1,379.40	0.00	
100-0000-311760	TELEPHONE FRANCHISE FEES	25,000.00	30,000.00	24,969.26	20,000.00	
100-0000-311790	GARBAGE FRANCHISE FEES	13,000.00	6,000.00	8,226.00	10,000.00	
100-0000-311795	BROADBAND FRANCHISE FEE	1,200.00	500.00	774.00	1,200.00	
100-0000-313100	LOCAL OPTION SALES TAX	825,000.00	1,100,000.00	1,092,447.29	1,250,000.00	
100-0000-314200	ALCOHOL EXCISE TAX	80,000.00	100,000.00	109,170.05	115,000.00	
100-0000-314500	EXCISE TAX ON ENERGY	50.00	50.00	44.77	50.00	
100-0000-316100	OCCUPATION TAX	30,000.00	21,519.00	39,728.23	34,000.00	
100-0000-316200	INSURANCE PREMIUM TAX	205,000.00	195,000.00	214,953.37	210,000.00	
100-0000-316300	FINANCIAL INSTITUTION TAX	8,000.00	10,000.00	7,703.99	7,500.00	
100-0000-321100	ALCOHOL LICENSE	25,000.00	25,000.00	27,570.00	27,000.00	
100-0000-321150	CATERING EVENT PERMIT	200.00	200.00	0.00	200.00	
100-0000-322210	ZONING & LAND USE FEES	6,500.00	7,500.00	12,162.05	9,000.00	
100-0000-322215	ANNEXATION FEE	0.00	0.00	0.00	0.00	
100-0000-322230	SIGN PERMIT	0.00	0.00	22,180.00	1,500.00	
100-0000-322240	VARIANCE APPLICATION FEE	1,500.00	3,000.00	2,400.00	1,800.00	
100-0000-322250	DEMOLITION PERMIT	100.00	100.00	100.00	100.00	
100-0000-322990	PARADE/PUBLIC ASSEMBLY FEE	550.00	550.00	1,000.00	800.00	
100-0000-322995	PARADE/PUBLIC ASSEMBLY CLEANUP	0.00	0.00	0.00	0.00	
100-0000-323100	BUILDING PERMIT	45,000.00	45,000.00	84,134.38	60,000.00	
100-0000-323111	CERTIFICATE OF OCCUPANCY FEE	4,000.00	4,000.00	4,960.00	4,200.00	
100-0000-323130	PLUMBING PERMIT FEES	3,500.00	3,500.00	6,150.00	4,400.00	
100-0000-323140	ELECTRIC PERMIT FEES	4,000.00	4,000.00	6,820.00	4,700.00	
100-0000-323160	HVAC PERMIT FEES	4,500.00	4,500.00	5,860.00	4,000.00	
100-0000-323900	OTHER - GRADING FEES	6,000.00	40,000.00	2,442.40	5,000.00	
100-0000-323901	OTHER - PLAN REVIEW FEES	12,000.00	3,000.00	11,835.00	12,000.00	
100-0000-334150	SAFETY GRANT	3,000.00	500.00	5,109.83	3,000.00	
100-0000-334200	HEALTH GRANT	0.00	0.00	0.00	0.00	
100-0000-334250	CARES ACT GRANT	0.00	50,940.00	96,060.02	0.00	
100-0000-334310	STATE GRANT CAPITAL-LMIG DIRECT	25,000.00	25,000.00	32,849.72	32,000.00	
100-0000-341400	MISC REVENUE	3,000.00	3,000.00	18,645.04	3,000.00	
100-0000-343000	INFRASTRUCTURE FEE	45,000.00	45,000.00	0.00	0.00	
100-0000-346100	ANIMAL CONTROL AND SHELTER FEES	100.00	500.00	150.00	2,625.00	
	BAD CHECK FEE	25.00	25.00	0.00	0.00	
100-0000-343001	ENGINEERING FEE	0.00	0.00	0.00	10,000.00	
100-0000-351170	MUNICIPAL COURT FEES	0.00	1,000.00	1,848.60	500.00	
100-0000-361000	INTEREST INCOME	45,000.00	45,000.00	1,924.78	2,200.00	
100-0000-381000	RENTAL INCOME - DMC	55,000.00	55,000.00	38,743.11	42,000.00	
100-1400-341910	ELECTION QUALIFYING FEE	0.00	1,600.00	0.00	0.00	
100-1500-311340	INTANGIBLES TAX	28,000.00	28,000.00	49,802.72	55,000.00	
100-1500-311601	REAL ESTATE TRANSFER TAX	9,000.00	11,000.00	16,663.41	15,000.00	
100-0000-740000	TRANSFER IN FROM RESERVES	131,473.00	0.00	0.00	44,018.00	
	GENERAL FUND Revenue Totals:	1,879,698.00	2,174,484.00	2,185,159.59	2,222,793.00	

EXPENDITURES GENERAL FUND - 100						
Account #	Account Description	2020-21 Recmnd	2019-20 Budget	2020-21 Actual	2021-22 Estimat	
	DEPARTMENT: COUNCIL					
100-1100-511000	COUNCIL: SALARIES	34,000.00	34,000.00	28,020.00	34,000.00	
100-1100-512100	COUNCIL: GROUP INSURANCE	56,535.00	56,075.00	47,867.20	56,535.00	
100-1100-512200	COUNCIL: TAXES: SUTA, FICA, FUTA	2,600.00	2,600.00	1,866.60	2,600.00	
100-1100-523200	COUNCIL: COMMUNICATIONS - CELL PHONE	4,080.00	3,630.00	3,434.85	4,080.00	
100-1100-523500	COUNCIL: TRAVEL	1,000.00	6,320.00	0.00	1,000.00	
100-1100-523700	COUNCIL: EDUCATION & TRAINING	1,000.00	5,000.00	0.00	1,000.00	
	DEPARTMENT: MAYOR					
100-1300-511000	MAYOR: SALARIES	17,000.00	14,600.00	13,380.00	17,000.00	
100-1300-512100	MAYOR: GROUP INSURANCE	60.00	14,000.00	38.40	60.00	
100-1300-512200	MAYOR: TAXES: SUTA, FICA, FUTA	1,300.00	950.00	1,037.26	1,300.00	
100-1300-523200	MAYOR: COMMUNICATIONS - CELL PHONE	1,020.00	1,470.00	780.00	1,020.00	
100-1300-523500	MAYOR: TRAVEL	1,000.00	6,000.00	0.00	1,100.00	
100-1300-523700	MAYOR: EDUCATION & TRAINING	1,000.00	5,000.00	0.00	1.000.00	
	DEPARTMENT: ELECTIONS	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		,	
100-1400-521203	ELECTIONS: PROFESSIONAL OTHER	0.00	12,200.00	0.00	8,000.00	
100-1400-523300	ELECTIONS: ADVERTISING	0.00	1,200.00	0.00	0.00	
100-1400-523400	ELECTIONS: PRINTING AND BINDING	0.00	450.00	0.00	0.00	
	ELECTIONS: SUPPLIES	0.00	150.00	0.00	0.00	
	DEPARTMENT: ADMINISTRATION					
100-1500-511000	ADMINISTRATION: SALARIES	338,798.00	332,616.00	302,372.80	360,597.00	
	ADMINISTRATION: GROUP INSURANCE	117,948.00	110,900.00	91,993.77	153,948.00	
	ADMINISTRATION: TAXES: SUTA, FICA, FUTA	25,919.00	25,445.00	25,816.94	31,251.00	
	RETIREMENT CONTRIBUTIONS	19,800.00	13,500.00	17,874.58	19,800.00	
	WORKERS COMP	1,500.00	600.00	5,582.00	4,313.00	
	PROFESSIONAL LEGAL	85,000.00	112,410.00	92,837.27	98,806.00	
	PROFESSIONAL ACCOUNTING	19,000.00	19,000.00	13,043.34	19,000.00	
	PROFESSIONAL OTHER	15,000.00	15,000.00	20,052.04	15,035.00	
100-1500-521300	TECHNICAL SERVICES (IT)	15,000.00	26,000.00	9,657.15	19,245.00	
	TECHNICAL SERVICES-PAYROLL ACH	3,100.00	2,700.00	2,427.63	3,200.00	
	REPAIRS & MAINTENANCE	4,000.00	4,000.00	9,361.21	4,039.00	
	RENTAL EQUIPMENT	2,400.00	3,600.00	2,026.05	2,705.00	
	OTHER PURCHASED SERVICES	15,000.00	11,200.00	26,454.00	32,000.00	
	INSURANCE OTHER THAN EMPL	23,100.00	20.000.00	31,138.00	23,100.00	
	COMMUNICATIONS	10,000.00	11,400.00	9,038.45	10,138.00	
100-1500-523300		1,000.00	5,000.00	4,508.27	1,500.00	
	PRINTING AND BINDING	1,500.00	1,500.00	289.90	1,056.00	
100-1500-523500		4,000.00	18,000.00	680.87	4,000.00	
100-1500-523600		12,000.00	12,000.00	7,760.71	12,019.00	
	EDUCATION & TRAINING	4,000.00	11,500.00	2,445.00	4,000.00	
100-1500-523910		300.00	500.00	631.00	300.00	
100-1500-531100		18,000.00	40,000.00	49,447.79	25,000.00	
	ENERGY GASOLINE/DIESEL	1,000.00	1,400.00	753.67	1,061.00	
100-1500-531300		2,500.00	4,000.00	1,032.80	2,500.00	
	CAPITAL OUTLAY	0.00	0.00	0.00	5,000.00	
100-1500-581000		0.00	0.00	0.00	0.00	
	PMTS TO OTHER - DAWSON	0.00	0.00	0.00	93,618.00	
.55 1000 000000	DEPARTMENT: CITYHALL BLDG	0.00	3.00	3.00	00,010.00	
100-1565-521300	TECHNICAL SERVICES	2,000.00	3,000.00	7,819.15	4,000.00	
	REPAIRS & MAINTENANCE	43,000.00	45,000.00	65,649.92	43,000.00	
		. 5,000.00	0.00	55,515.52	.5,555.00	

100 1565 522202	R & M - DISTILLERY	0.00	0.00	0.00	2,000.00
100-1565-531100		22,000.00	45,000.00	23,815.77	25,000.00
	ENERGY NATURAL GAS	8,000.00	9,000.00	7,394.81	8,563.00
	ENERGY ELECTRICITY	43,000.00	52,000.00	40,051.20	46,572.00
100-1303-331230	DEPARTMENT: ANIMAL CONTROL	45,000.00	32,000.00	40,001.20	40,572.00
100-3900-523600		500.00	500.00	100.00	500.00
100-3900-531100		1,000.00	1,500.00	42.85	1,023.00
	DEPARTMENT: ROADS	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		,
100-4200-511000	SALARIES	228,980.00	216,823.00	218,528.90	244,000.00
100-4200-512100	GROUP INSURANCE	74,970.00	64,866.00	61,258.98	75,000.00
100-4200-512200	TAXES: SUTA, FICA, FUTA	17,517.00	16,587.00	16,446.27	21,000.00
100-4200-512400	RETIREMENT CONTRIBUTIONS	3,300.00	1,980.00	3,800.76	3,400.00
100-4200-512700	WORKERS COMP	16,000.00	7,000.00	22,526.00	27,000.00
100-4200-521200	PROFESSIONAL LEGAL	7,500.00	7,500.00	2,937.42	6,000.00
100-4200-521202	PROFESSIONAL ENGINEERING	4,500.00	5,000.00	1,223.90	4,500.00
100-4200-521300	TECHNICAL SERVICES	7,000.00	7,000.00	7,159.70	7,000.00
100-4200-522110	GARBAGE SERVICES	1,200.00	2,000.00	961.61	1,200.00
100-4200-522140	STREET SWEEPING/GROUNDSUP	12,600.00	12,600.00	9,900.00	12,500.00
100-4200-522200	REPAIRS & MAINTENANCE	52,000.00	50,000.00	15,833.64	35,000.00
100-4200-523200	COMMUNICATIONS	5,000.00	5,000.00	3,226.87	5,120.00
100-4200-523400	PRINTING AND BINDING	100.00	100.00	176.90	100.00
100-4200-523500	TRAVEL	2,000.00	2,000.00	644.00	2,000.00
100-4200-523600	DUES & FEES	1,500.00	1,000.00	1,744.03	1,513.00
100-4200-523700	EDUCATION & TRAINING	1,500.00	3,000.00	1,245.00	1,500.00
100-4200-523910	UNIFORM SERVICE	2,500.00	2,000.00	1,735.71	2,762.00
100-4200-531100	SUPPLIES	17,500.00	17,500.00	14,306.00	19,330.00
100-4200-531230	ENERGY ELECTRICITY	40,000.00	42,000.00	41,184.58	43,318.00
100-4200-531240	ENERGY BOTTLED GAS	500.00	1,200.00	1,271.90	2,000.00
100-4200-531270	ENERGY GASOLINE/DIESEL	6,350.00	6,328.00	5,455.66	6,753.00
100-4200-541400	INFRASTRUCTURE-GDOT LMIG	35,000.00	35,000.00	72,991.75	0.00
	DEPARTMENT: PARKS				
100-6200-522200	REPAIRS & MAINTENANCE	17,000.00	20,000.00	51,150.55	20,000.00
100-6200-531100	SUPPLIES	12,000.00	20,000.00	39,727.54	15,000.00
100-6200-531230	ENERGY ELECTRICITY	18,000.00	18,000.00	6,964.40	18,913.00
100-6200-542100	CAPITAL OUTLAY - PARKS	0.00	50,940.00	516,806.50	0.00
	DEPARTMENT: PLANNING & ZONING				
100-7400-511000	SALARIES	144,127.00	169,786.00	138,852.77	204,000.00
100-7400-512100	GROUP INSURANCE	36,168.00	58,045.00	39,173.91	39,000.00
100-7400-512200	TAXES: SUTA, FICA, FUTA	11,026.00	12,989.00	10,454.64	17,900.00
100-7400-512400	RETIREMENT CONTRIBUTIONS	2,800.00	1,900.00	3,800.80	3,200.00
100-7400-512700	WORKERS COMP	2,800.00	1,900.00	2,576.79	0.00
100-7400-521200	PROFESSIONAL LEGAL	40,000.00	45,834.00	34,208.24	43,000.00
100-7400-521202	PROFESSIONAL ENGINEERING	1,500.00	5,000.00	11,921.95	11,000.00
100-7400-521203	PROFESSIONAL OTHER	16,500.00	20,500.00	12,008.50	18,000.00
100-7400-521300	TECHNICAL SERVICES	9,000.00	8,400.00	7,508.45	9,000.00
100-7400-522200	REPAIRS & MAINTENANCE	1,000.00	2,000.00	149.46	1,000.00
100-7400-522320	RENTAL EQUIPMENT	1,400.00	1,500.00	3,264.26	4,400.00
100-7400-523200	COMMUNICATIONS	4,700.00	5,440.00	3,486.16	5,000.00
100-7400-523300	ADVERTISING	1,250.00	1,250.00	1,358.86	1,400.00
100-7400-523400	PRINTING AND BINDING	100.00	100.00	288.40	500.00
100-7400-523500	TRAVEL	3,000.00	4,000.00	685.80	3,000.00
100-7400-523600	DUES & FEES	2,250.00	2,250.00	2,497.87	2,500.00
100-7400-523700	EDUCATION & TRAINING	3,500.00	5,500.00	2,233.85	4,000.00
100-7400-523800	LICENSES	400.00	150.00	130.00	400.00
100-7400-523910	UNIFORMS	1,000.00	1,000.00	395.00	1,000.00

100-7400-321270	ENERGY-GASOLINE / DIESEL	1,000.00	2,000.00	1,072.14	1,500.00
100-7400-541400	CAPITAL - PROPERTY (VEHICLE)	0.00	30,000.00	0.00	0.00
	DEPARTMENT: ECONOMIC DEVELOPMENT				
100-7540-572000	PMTS TO OTHER AGENCY (Chamber of Commerce)	12,000.00	12,000.00	11,000.00	12,000.00
100-7550-531000	PMTS TO OTHER AGENCY (DDA)	17,500.00	42,500.00	25,000.00	47,000.00
	GENERAL FUND Expenditure Totals:	1,882,498.00	2,176,384.00	2,405,458.83	2,222,793.00

GENERAL FUND Revenue Totals:	2,222,793.00
GENERAL FUND Expenditure Totals:	2,222,793.00

REVENUE	HOTEL/MOTEL FUND - 275				
Account #	Account Description	2020-21 Recmnd	2019-20 Budget	2020-21 Actual	2021-22 Estimate
275-0000-314100	HOTEL/MOTEL TAX	4,000.00	4,000.00	4,624.91	5,502.00
	HOTEL/MOTEL FUND 275 Revenue Totals	4,000.00	4,000.00	4,624.91	5,502.00

EXPENDITURES	HOTEL/MOTEL FUND - 275				
Account #	Account Description	2020-21 Recmnd	2019-20 Budget	2020-21 Actual	2021-22 Estimate
275-7540-572000	PMTS TO OTHER AGENCY (Chamber of Commerce)	4,000.00	4,000.00	5,399.11	5,502.00
	HOTEL/MOTEL FUND 275 Expenditure Totals	4,000.00	4,000.00	5,399.11	5,502.00

HOTEL/MOTEL FUND 275 Revenue Totals	5,502.00
HOTEL/MOTEL FUND 275 Expenditure Totals	5,502.00

REVENUE	DOWNTOWN DEVELOPMENT				
Account #	Account Description	2020-21 Recmnd	2019-20 Budget	2020-21 Actual	2021-22 Estimate
285-7550-000000	DOWNTOWN DEVELOPMENT AUTHORITY (DDA)	17,500.00	42,500.00	25,050.00	47,000.00
285-7500-740000	TRANSFER IN FROM RESERVES	25,000.00	0.00	0.00	4,400.00
	DDA FUND 275 Revenue Totals	42,500.00	42,500.00	25,050.00	51,400.00

EXPENDITURES	DOWNTOWN DEVELOPMENT AUTHORITY FUND (DDA) - 285				
Account #	Account Description	2020-21 Recmnd	2019-20 Budget	2020-21 Actual	2021-22 Estimate
285-7500-521200	PROFESSIONAL LEGAL	2,000.00	2,000.00	3,424.81	2,000.00
285-7500-521201	PROFESSIONAL ACCOUNTING	1,200.00	1,200.00	0.00	1,200.00
285-7500-521203	PROFESSIONAL OTHER	2,400.00	2,400.00	0.00	22,000.00
285-7500-523300	ADVERTISING	200.00	200.00	0.00	0.00
285-7500-523700	EDUCATION & TRAINING	1,200.00	1,200.00	0.00	1,200.00
285-7500-531000	FIREWORKS PURCHASE	10,000.00	10,000.00	0.00	0.00
285-7500-531100	SUPPLIES	500.00	500.00	0.00	0.00
285-7500-540000	GRANT DISBURSEMENTS	25,000.00	25,000.00	25,000.00	25,000.00
285-7550-531000	OTHER EXPENDITURES FROM RESERVES	0.00	0.00	0.00	0.00
	DDA FUND 275 Expenditure Totals	42,500.00	42,500.00	28,424.81	51,400.00

DDA FUND 275 Revenue Totals	51,400.00
DDA FUND 275 Expenditure Totals	51,400.00

REVENUE	SPLOST VI FUND - 320				
Account #	Account Description	2020-21 Recmnd	2019-20 Budget	2020-21 Actual	2021-22 Estimate
320-0000-313200	SPECIAL PURPOSE LOCAL OPTION SALES TAX	1,062,750.00	1,417,000.00	1,477,799.14	0.00
320-0000-361000	INTEREST INCOME	2,000.00	8,000.00	330.19	300.00
320-0000-361000	TRANSFER IN FROM RESERVES	0.00	387,912.00	0.00	555,700.00
	SPLOST VI FUND 320 Revenue Totals	1,064,750.00	1,812,912.00	1,478,129.33	556,000.00

EXPENDITURES	SPLOST VI FUND - 320					
Account #	Account Description	2020-21 Recmnd	2019-20 Budget	2020-21 Actual	2021-22 Estimate	
320-1000-541300	CAPITAL OUTLAY - CITY HALL ACQUISITION	680,000.00	468,912.00	692,341.50	0.00	
320-4200-541400	CAPITAL OUTLAY - ROADS AND SIDEWALKS	375,750.00	384,000.00	74,732.82	494,000.00	
320-4200-542000	CAPITAL OUTLAY - PUBLIC WORKS EQUIPMNT-R	0.00	45,000.00	0.00	0.00	
320-4300-541400	CAPITAL OUTLAY - SEWER PROJECTS	0.00	27,500.00	0.00	0.00	
320-4300-542000	CAPITAL OUTLAY - PUBLIC WORKS EQUIPMNT-S	0.00	0.00	0.00	0.00	
320-4400-541400	CAPITAL OUTLAY - WATER PROJECTS	0.00	87,500.00	0.00	0.00	
320-4400-542000	CAPITAL OUTLAY - PUBLIC WORKS EQUIPMNT-W	0.00	0.00	0.00	0.00	
320-6000-541000	CAPITAL OUTLAY - FARMERS MARKET	9,000.00	800,000.00	7,534.49	62,000.00	
320-6200-541200	CAPITAL OUTLAY - PARKS AND RECREATION	0.00	0.00	63,396.90	0.00	
	SPLOST VI FUND 320 Expenditure Totals	1,064,750.00	1,812,912.00	838,005.71	556,000.00	

SPLOST VI FUND 320 Revenue Totals	556,000.00
SPLOST VI FUND 320 Expenditure Totals	556,000.00

REVENUE	ENTERPRISE FUND - 505					
Account #	Account Description	2020-21 Recmnd	2019-20 Budget	2020-21 Actual	2021-22 Estimate	
505-0000-341400	MISC REV/COPIES/PRINTING	3,000.00	3,000.00	234,774.77	3,000.00	
505-0000-344210	WATER CHARGES	680,000.00	680,000.00	644,489.21	710,000.00	
505-0000-344255	SEWERAGE CHARGES	794,000.00	794,000.00	752,534.34	810,000.00	
505-0000-349000	ADMINISTRATIVE FEE	6,000.00	6,000.00	6,285.00	6,000.00	
505-0000-349001	PENALTIES WATER & SEWER	26,000.00	26,000.00	17,998.16	17,000.00	
505-0000-349002	RECONNECT FEE	6,000.00	6,000.00	8,950.00	6,000.00	
505-0000-349300	BAD CHECK FEE	600.00	600.00	980.00	700.00	
505-0000-351400	FINES	500.00	500.00	0.00	500.00	
505-0000-361000	INTEREST INCOME	16,118.00	16,118.00	2,949.55	3,400.00	
505-0000-381001	RENTAL INCOME HOUSE	9,000.00	9,000.00	7,575.00	9,000.00	
505-0000-383000	REIMBURSEMENT FOR DAMAGED PROPERTY	0.00	0.00	7,585.50	0.00	
505-0000-611000	OTHER FINANCING USES (RESERVES)	138,092.00	127,776.00	0.00	321,225.00	
	ENTERPRISE FUND Revenue Totals:	1,679,310.00	1,668,994.00	1,684,121.53	1,886,825.00	

EXPENDITURES	XPENDITURES ENTERPRISE FUND - 505				
Account #	Account Description	2020-21 Recmnd	2019-20 Budget	2020-21 Actual	2021-22 Estimate
	DEPARTMENT: SEWER				
505-4300-511000	SALARIES	148,701.00	158,869.00	129,271.21	173,701.00
505-4300-512100	GROUP INSURANCE	42,528.00	44,725.00	37,070.78	62,000.00
505-4300-512200	TAXES: SUTA, FICA, FUTA	11,376.00	12,153.00	9,760.05	13,889.00
505-4300-512400	RETIREMENT CONTRIBUTIONS	8,500.00	8,250.00	11,702.71	11,000.00
505-4300-512700	WORKERS COMP	6,500.00	4,000.00	7,539.84	9,667.00
505-4300-521200	PROFESSIONAL LEGAL	3,000.00	3,000.00	3,852.57	3,496.00
505-4300-521201	PROFESSIONAL ACCOUNTING	12,000.00	12,000.00	13,043.33	12,000.00
505-4300-521202	PROFESSIONAL ENGINEERING	40,000.00	60,000.00	38,612.43	51,294.00
505-4300-521203	PROFESSIONAL OTHER	15,000.00	20,000.00	8,521.48	15,078.00
505-4300-521300	TECHNICAL SERVICES	14,000.00	14,000.00	10,103.50	14,080.00
505-4300-521315	TECHNICAL SERVICES: ENVIR MGMT	40,000.00	40,000.00	60,780.20	44,354.00
505-4300-522110	GARBAGE SERVICES	7,500.00	4,750.00	7,920.41	7,500.00
505-4300-522200	REPAIRS & MAINTENANCE	55,000.00	75,000.00	47,720.15	55,000.00
505-4300-523100	INSURANCE OTHER THAN EMPL	12,500.00	12,500.00	15,771.00	12,500.00
505-4300-523200	COMMUNICATIONS	6,000.00	8,000.00	7,203.73	6,063.00
505-4300-523215	POSTAGE / MAIL BILLS	2,200.00	5,500.00	2,237.60	2,200.00
505-4300-523300	ADVERTISING	350.00	350.00	715.09	350.00
505-4300-523400	PRINTING AND BINDING	1,200.00	1,200.00	578.90	1,200.00
505-4300-523500	TRAVEL	1,000.00	1,000.00	100.00	1,000.00
505-4300-523600	DUES & FEES	4,000.00	4,700.00	4,385.33	4,000.00
505-4300-523700	EDUCATION & TRAINING	2,000.00	3,000.00	687.00	2,000.00
505-4300-523800	LICENSES	100.00	100.00	0.00	100.00
505-4300-523910	UNIFORMS	1,500.00	1,500.00	721.98	1,500.00
505-4300-531100	SUPPLIES	30,000.00	39,000.00	14,611.97	30,553.00
505-4300-531230	ENERGY ELECTRICITY	116,000.00	116,000.00	100,364.60	124,693.00
505-4300-531240	ENERGY BOTTLED GAS	1,000.00	1,000.00	1,271.88	1,300.00
505-4300-531270	ENERGY GASOLINE/DIESEL	4,500.00	4,500.00	4,076.51	4,764.00
505-4300-531300	FOOD	1,000.00	1,000.00	100.00	1,000.00
505-4300-561000	DEPRECIATION	428,000.00	330,000.00	269,093.30	428,000.00

505-4300-572000	PAYMENTS TO OTHER - DAWSON	0.00	0.00	0.00	31,206.00
505-4300-582104	INTEREST BOND 2014	50,000.00	82,000.00	41,666.70	50,000.00
	DEPARTMENT: WATER				
505-4400-511000	SALARIES	148,701.00	158,869.00	129,271.21	173,701.00
505-4400-512100	GROUP INSURANCE	42,528.00	44,725.00	37,070.72	62,000.00
505-4400-512200	TAXES: SUTA, FICA, FUTA	11,376.00	12,153.00	9,760.07	13,889.00
505-4400-512400	RETIREMENT CONTRIBUTIONS	8,500.00	8,250.00	11,702.71	11,000.00
505-4400-512700	WORKERS COMP	6,200.00	6,000.00	7,539.84	9,667.00
505-4400-521200	PROFESSIONAL LEGAL	4,000.00	10,000.00	9,367.58	5,596.00
505-4400-521201	PROFESSIONAL ACCOUNTING	12,000.00	12,000.00	13,043.33	12,000.00
505-4400-521202	PROFESSIONAL ENGINEERING	7,000.00	13,000.00	27,075.58	11,427.00
505-4400-521203	PROFESSIONAL OTHER	5,000.00	5,000.00	7,182.42	5,000.00
505-4400-521300	TECHNICAL SERVICES	12,000.00	12,000.00	9,053.50	13,603.00
505-4400-522110	GARBAGE SERVICES	1,000.00	600.00	1,405.56	1,000.00
505-4400-522200	REPAIRS & MAINTENANCE	25,000.00	40,000.00	42,229.31	25,000.00
505-4400-522320	RENTAL EQUIPMENT	1,200.00	1,000.00	1,104.12	1,476.00
505-4400-523100	INSURANCE OTHER THAN EMPLOYEE (GIRMA)	13,000.00	12,500.00	15,771.00	13,000.00
505-4400-523200	COMMUNICATIONS	8,000.00	8,400.00	6,768.35	8,081.00
505-4400-523215	POSTAGE / MAIL BILLS	2,200.00	5,000.00	2,237.61	2,200.00
505-4400-523300	ADVERTISING	650.00	650.00	842.65	650.00
505-4400-523400	PRINTING AND BINDING	1,100.00	1,100.00	578.90	1,100.00
505-4400-523500	TRAVEL	1,000.00	1,000.00	100.00	1,000.00
505-4400-523600	DUES & FEES	12,000.00	12,000.00	8,785.76	12,000.00
505-4400-523700	EDUCATION & TRAINING	4,000.00	4,000.00	687.00	4,000.00
505-4400-523800	LICENSES	500.00	200.00	0.00	500.00
505-4400-523910	UNIFORMS	1,500.00	1,500.00	721.97	1,500.00
505-4400-531100	SUPPLIES	45,000.00	45,000.00	50,815.06	45,623.00
505-4400-531115	SUPPLIES: CHEMICALS	32,500.00	32,500.00	26,868.86	36,247.00
505-4400-531230	ENERGY ELECTRICITY	18,000.00	18,000.00	18,404.22	18,708.00
505-4400-531240	ENERGY BOTTLED GAS	950.00	950.00	1,271.88	950.00
505-4400-531270	ENERGY GASOLINE/DIESEL	4,500.00	4,500.00	3,456.35	4,764.00
505-4400-531300	FOOD	1,000.00	1,000.00	0.00	1,000.00
505-4400-531510	WATER PURCHASED FROM EWSA	0.00	0.00	0.00	0.00
505-4400-561000	DEPRECIATION	146,000.00	100,000.00	75,086.70	146,000.00
505-440-572000	PAYMENTS TO OTHER - DAWSON	0.00	0.00	0.00	31,205.00
505-4400-582104	INTEREST BOND 2014	37,450.00	29,000.00	32,822.33	37,450.00
	GRAND TOTAL of EXPENDITURES:	1,679,310.00	1,668,994.00	1,400,508.84	1,886,825.00

ENTERPRISE FUND Revenue Totals:	1,886,825.00
GRAND TOTAL of EXPENDITURES:	1,886,825.00

SEWER	1,175,488.00
WATER	711,337.00

REVENUE	ENTERPRISE PROJECTS FUND - 530					
Account #	Account Description	2020-21 Recmnd	2019-20 Budget	2020-21 Actual	2021-22 Estimate	
530-0000-344257	SEWER TAPS	225,000.00	475,000.00	240,000.00	225,000.00	
530-0000-344212	WATER TAPS	275,000.00	525,000.00	256,500.00	260,000.00	
530-0000-610000	TRANSFER IN (RESERVES)	500,000.00	0.00	0.00	0.00	
	ENTERPRISE PROJECTS FUND 530 Revenue Totals	1,000,000.00	1,000,000.00	496,500.00	485,000.00	

EXPENDITURES	ENTERPRISE PROJECTS FUND - 530					
Account #	Account Description	2020-21 Recmnd	2019-20 Budget	2020-21 Actual	2021-22 Estimate	
530-4300-541400	CAPITAL OUTLAY - SEWER	800,000.00	900,000.00	336,762.41	150,000.00	
530-4400-541400	CAPITAL OUTLAY - WATER	200,000.00	100,000.00	454,605.50	50,000.00	
	TRANSFER TO FUND 505	0.00	0.00	0.00	285,000.00	
EN	TERPRISE PROJECTS FUND 530 Expenditure Totals	1,000,000.00	900,000.00	791,367.91	485,000.00	

ENTERPRISE PROJECTS FUND 530 Revenue Totals	485,000.00
ENTERPRISE PROJECTS FUND 530 Expenditure Totals	485,000.00

REVENUE	GARBAGE FUND - 540				
Account #	Account Description	2020-21 Recmnd	2019-20 Budget	2020-21 Actual	2021-22 Estimate
540-0000-344110	REFUSE COLLECTION CHARGES	203,500.00	171,000.00	189,898.05	203,500.00
540-0000-611000	TRANSFER IN (RESERVES)	0.00	0.00	0.00	4,700.00
	GARBAGE FUND 540 Revenue Totals	203,500.00	171,000.00	189,898.05	208,200.00

EXPENDITURES	GARBAGE FUND - 540				
Account #	Account Description	2020-21 Recmnd	2019-20 Budget	2020-21 Actual	2021-22 Estimate
540-4310-511000	SALARIES	0.00	0.00	0.00	0.00
540-4310-512100	GROUP INSURANCE	0.00	0.00	0.00	0.00
540-4310-512200	TAXES: SUTA, FICA, FUTA	0.00	0.00	0.00	0.00
540-4310-522110	GARBAGE SERVICES	173,946.00	147,600.00	172,493.90	175,000.00
540-4310-523300	ADVERTISING	200.00	200.00	0.00	200.00
540-4310-531100	SUPPLIES	29,354.00	23,050.00	24,096.00	33,000.00
540-4310-574000	BAD DEBT	0.00	150.00	0.00	0.00
540-4310-541000	CAPITAL OUTLAY - BUILDING	0.00	0.00	0.00	0.00
	GARBAGE FUND 540 Expenditure Totals	203,500.00	171,000.00	196,589.90	208,200.00

GARBAGE FUND 540 Revenue Totals	208,200.00
GARBAGE FUND 540 Expenditure Totals	208,200.00

REVENUE	CEMETERY FUND - 790				
Account #	Account Description 2020-21 Recmnd 2019-20 Budget 2020-21 Actual		2021-22 Estimate		
790-0000-321210	REAL ESTATE FEES	150.00	180.00	200.00	200.00
790-0000-349100	CEMETERY LOT SALES	16,450.00	25,000.00	18,750.00	16,450.00
790-0000-361000	INTEREST INCOME	1,400.00	500.00	505.07	700.00
790-0000-611000	TRANSFER IN (RESERVES)	0.00	106,520.00	0.00	1,080.00
	CEMETERY FUND 790 Revenue Totals	18,000.00	132,200.00	19,455.07	18,430.00

EXPENDITURES	CEMETERY FUND - 790				
Account #	Account Description	2020-21 Recmnd	2019-20 Budget	2020-21 Actual	2021-22 Estimate
790-4950-522200	REPAIRS & MAINTENANCE	11,000.00	10,000.00	4,730.00	11,430.00
790-4950-523600	DUES & FEES	200.00	200.00	225.00	200.00
790-4950-531100	SUPPLIES	6,800.00	2,000.00	0.00	6,800.00
790-4950-542500	CAPITAL OUTLAY - OTHER	0.00	120,000.00	0.00	0.00
	CEMETERY FUND 790 Expenditure Totals	18,000.00	132,200.00	4,955.00	18,430.00

CEMETERY FUND 790 Revenue Totals	18,430.00
CEMETERY FUND 790 Expenditure Totals	18,430.00



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 10

SUBJECT: FIFTY-FOURTH ANNUAL MOUNTAIN MOONSHINE FESTIVAL		
CITY COUNCIL MEETING DATE:	06/07/2021	
BUDGET INFORMATION: GL ACCOUNT #		
☐ Funds Available from: Annual Budget	Capital Budget Other	
☐ Budget Amendment Request from Reserve:	Enterprise FundGeneral Fund	
PURPOSE FOR REQUEST: TO REVIEW INITIAL PLANS FOR THE UPCOM FESTIVAL – TIFFANY BUCHAN TO PRESENT	IING MOUNTAIN MOONSHINE	
HISTORY/ FACTS / ISSUES:		
 OCTOBER 22 – 24, 2021 PERMIT APPLICATION ATTACHED 		
RECOMMENDED SAMPLE MOTION:		



MAY 1 0 2021 City of Dawsonville 416 Hwy 53 E, Suite 100

Dawsonville, GA 30534 Phone (706)265-3256 Fax # (706)265-4214

Email: Permit.Tech@Dawsinville-ga.gov

Permit Application for:

Parades, Public Assemblies, Demonstrations, and Rallies in Public Places

Permit Fee: ♠ Nonprofit: \$50.00 ☐ For-Profit: \$100.00

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

* Events with alcohol or food Require additional forms & time to process

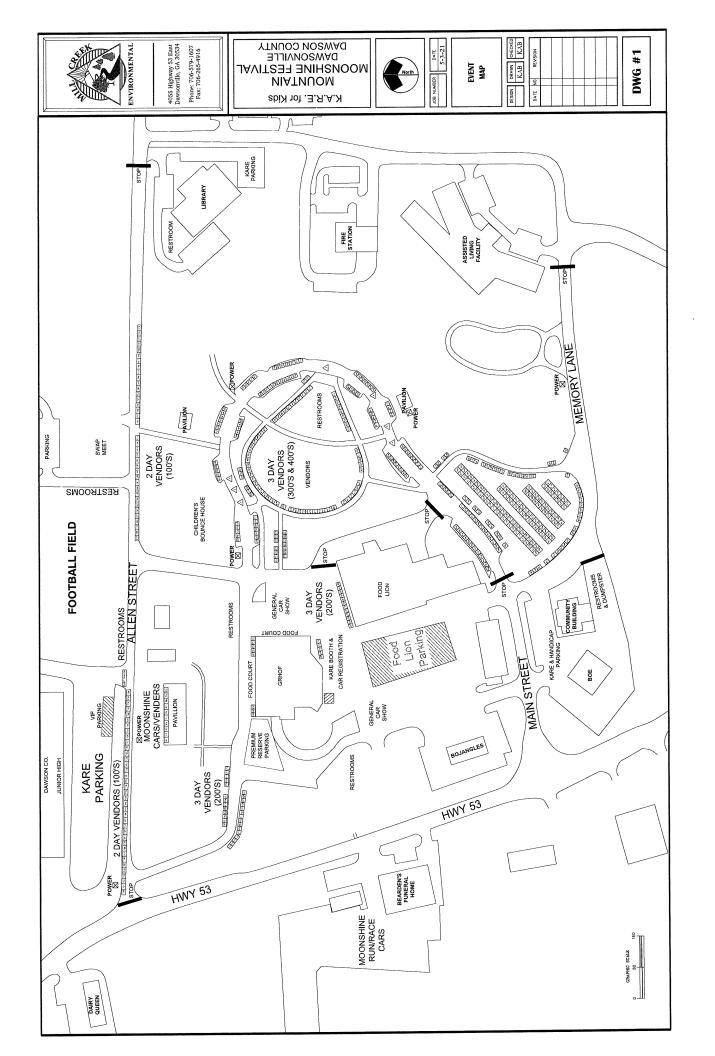
*ALL Road Closures must be approved by CC (3 hours or over)

Name of Event: Mountain Moonshine Fastiva PARADE RALLY OTHER_ Location of Event: City Hall & Main Street Pack □ PUBLICDEMONSTRATION Date(s) of Event: DOY 22-24 ☐ PUBLIC ASSEMBLY 3. ROAD CLOSING 3 day Hrs. (a.m./ p.m. End:____ Time of Event: Start:_ NON-PROFIT (please provide 501 (c)(3) Information) □ PROFIT Provide information listed below for the <u>main contact person</u> responsible for the organization of this event: Telephone #: Organization: Cell Phone #: State: GA Zip Code Address: / Provide information listed below for any key personnel involved in coordinating this event. Also, provide information listed below on each officer of the club, organization, corporation or partnership requesting this event. Attach a separate sheet if necessary. Telephone #: City: PRUSMUC Address: Telephone #: Organization: (E-Mail Address:

6. Expected number of participants: 6.

State 1

7	Physical description of materials to be distributed:
8.	How do participants expect to interact with public?
9.	Route of event: (attach a detailed map of the route) Parado will with Braiders - 90 53 to
2	using a Harry 9 mound completions and back.
	enter city Park va main street where cars well stay parked
0W	9.a. Number and type of units in parade: 13 to 20 cars
	9.b. Size of the parade: 2 14 mill Front to Bock
10.	Will any part of this Event take place outside the City Limits of Dawsonville?
	If YES, do you have a permit for the event from Dawson County? Date Issued: * Attach Copy
11.	Do you anticipate any unusual problems concerning either police protection or traffic congestion as a consequence
	of the event? VES, please explain in detail:
	Always traffic congeston around main street
12.	If road closures are needed, which roads do you anticipate closing and for how long would each be
	closed? <u>Allen Street 10/21 e3pm - 10/24</u>
	Memory lane 10/2103pm-9pm & 10/22 3pm-11pm - TO Jack Hag
13.	List all Prior parades or public assemblies, demonstrations, or rallies in a public place within the city limits of
	Dawsonville for which you obtained a permit in the last 12 months: (Include dates (month/year) – attach separate
	sheet, if necessary).
\mathcal{L}_{1}	mual muntain moonshine testical 10/28/2020
De	tails: Please outline what your event will involve: (number of people – life safety issues – vendors – cooking – tents –
	es – handicap parking – egress) attach separate sheet if necessary.
61	0,000 + 300 Jendoes, including food verdors Burnce House,
Şt	My for music, randicap parting & Box, JR High, 2 KARE MS for any concerns car show w/300 + cars,
10	MS FOR any concerns corrections with with with the
pa	rade of roce consignating in Park
	Please attach a Detailed Route, Lay Out and Site plan.
	Emailed to Stan
	Emailar 10 Skill
WI	nat participation, if any, do you expect from the City of Dawsonville?
A	ssistance within Park (some as last year)



*
What participation, if any, have you arranged from Dawson County Emergency Services?
to be in call if any accedent might occur
What participation, if any, have you arranged from the Dawson County Sheriff Department?
off Duty officers for security, mattic control
Insurance Requirements: (circle that apply)
Sec. 10-25(c) "An applicant for a permit under this ordinance shall obtain liability insurance from an insurer licensed in the State of Georgia for a special event, parade, public assembly, demonstration, rally, footrace, fun run, bicycle race or filming in a public place if one or more of the following criteria exists:"
(1) The use, participation, exhibition, or showing of live animals; (2) The use, participation, exhibition, or showing of automobiles of any size or description, motorcycles, tractors, bicycles, or similar conveyances; (3) The use of a stage, platform, bleachers or grandstands that will be erected for the event; (4) The use of inflatable apparatus used for jumping, bouncing or similar activities; (5) A special event, parade, demonstration, rally, road closing, or other such activity, for which primary attendance (that is, attendance primarily for said special event, parade, demonstration, rally, road closing, or other such activity, and not attendance which is the result of another event) is reasonably expected to meet or exceed one hundred (100) persons;
(6) The use of roller coasters, bungee jumping or similar activities; (7) The use of vendors or concessions; or (8) The use of public streets and rights of way. (Required for public street closure or making certain areas exclusively available to the applicant like Main Street Park, City Hall parking lot etc.)
Any applicant required to provide insurance in accord with this section shall provide the City of Dawsonville with a copy of the Certificate of Insurance from an insurer authorized and licensed by the State of Georgia. The City of Dawsonville shall be added as an additional named insured party for the event on the Certificate of Insurance by the carrier. The minimum policy limits shall be \$1,000,000 (one million) per incident and \$2,000,000 (two million) aggregate for the entire event. All cost for insurance and naming the City of Dawsonville as an additional named insured party shall be borne solely by the applicant. Such insurance shall protect the City of Dawsonville from any and all claims for damages to property and/ or bodily injury or death.
Is the Certificate of Liability Insurance attached? ☐ Yes ☐ No ☐ Not applicable to this eventenable
Additional information/comments about liability insurance: NA
Additional information/comments about this application: NA

OP ID: MM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). 706-216-3296 FAX (A/C, No): 706-216-8546 Dawson Agency Inc. P. O. Box 126 PHONE (A/C, No, Ext): 706-216-3296 Dawsonville, GA 30534 KENDY P BENNETT E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Philadelphia Insurance Co INSURER B : Philadelphia Insurance Co INSURED KARE FOR KIDS, INC Lauren Samples P.O. Box 211 Dawsonville, GA 30534 INSURER C INSURER D INSURER E : INSURER F **REVISION NUMBER** CERTIFICATE NUMBER **COVERAGES** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP ADDL SUBR TYPE OF INSURANCE POLICY NUMBER 2,000,000 A X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE 100,000 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR 06/29/2020 02/01/2022 PHPK2125446 5,000 MED EXP (Any one person) 2,000,000 PERSONAL & ADV INJURY 4,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 4,000,000 PRO-JECT POLICY PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** ANY AUTO BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY NON-OWNED AUTOS ONLY UMBRELLA LIAB OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ RETENTION \$ OTH-ER PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYEE \$ f yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT 08/16/2020 08/16/2021 D&O 1,000,000 Directors & Office PHSD1557681 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER		CANCELLATION
City of Dawsonville P.O. Box 6	CITYDAW	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Dawsonville,, GA 30534		AUTHORIZED REPRESENTATIVE KENDY P BENNETT

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

ROAD CLOSURES:

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

Sworn to and subscribed before me 10

this

day of IMA

Notary Public, State of Georgia

My Commission Expires:

TRASH CLEANUP, PARKING PROVISION AND TOILET FACILITIES:

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

Based upon review of the application, the city may require that the applicant be responsible for trash cleanup of affected areas littered during the activity for which a permit is sought, the provision of sufficient parking and storage areas for a large influx of motor vehicles occasioned by the permitted activity, provision of temporary toilet facilities, and other similar special and extraordinary items determined to be necessary for the permitted activity based upon the application's contents. In no event shall the city require individuals, organizations or groups of persons to provide personnel for normal governmental functions, such as traffic control, police protection, or other expenses associated with the maintenance of public order. If additional requirements are placed on applicants in accordance with this subsection, and those requirements are not met despite assurances by the applicant, then failure to comply with the aforementioned requirements shall be grounds for revocation of the issued permit and/or denial of any subsequent permit requested by the applicant. The city shall be entitled to recover against the applicant the sums expended by the city for those extraordinary expenses agreed to but not provided by the applicant.

Sworn to and subscribed before me

day of

Notary Public, State of Georgia

My Commission Expires

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

APPLICATION:

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

RELEASE & WAIVER OF LIABILITY:

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

AGREEMENT FOR FINANCIAL RESPONSIBILITY:

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

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

Sworn to and subscribed before me

this 10 day of _

___20<u>2(</u>_.

Notary Public, State of Georgia

My Commission Expires:



City of Dawsonville

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

Permit Application for:

Parades, Public Assemblies, Demonstrations, and Rallies in Public Places (Dawson County Sheriff Department)

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

Name of Event: bare (ar)	Kids, Inc		_Date(s) of Event: 0 22-24 707
Any anticipated problems with pr	roposed route?		
Any anticipated problems with th	ne designated loca	ation for particip	pants to assemble?
How many officers will be require	ed for this event?		
Estimated cost for officers:			
Number of vehicles required:			
Type of procedures or equipmenthe viewing public:			
Estimated cost for equipment:			
Additional comments/concerns/r	recommendations	S:	
SHERIFF DEPARTMENT: (ALSO PRO	VIDE A WRITTEN STA	ATEMENT FOR EVE	NTS ON DOT ROADS/ROW'S)
APPROVED: ☐ YES ☐ NO			
Bv:		Date:	



City of Dawsonville

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

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

Name of Event: NHC for Was, Inc	Date(s) of Event: 12 22 24 2
PUBLIC WORKS:	
Additional comments/concerns/recommendations:	
APPROVED: ☐ YES ☐ NO	
Ву:	Date:
CITY MANGER:	
Additional comments/concerns/recommendations:	
APPROVED: ☐ YES ☐ NO	
By:	Date:
ENVIRONMENTAL HEALTH:	
511-6-102 Provisions. (1) Permit. (a) Valid Permit Required. 1. any type of food service operation: fixed food service establishment extended food service establishment, temporary food service establishment, or incubator food service establishment without permit from the Health Authority pursuant to this Chapter.	nent, mobile food service establishment, stablishment, catering food service
Additional comments/concerns/recommendations:	
APPROVED: ☐ YES ☐ NO	
By:	Date:





Kare for Kids, Inc

Permit Application for:

Parades, Public Assemblies, Demonstrations, and Rallies in Public Places

EMERGENCY SERVICES: Please <u>complete</u> this sheet and <u>return</u> it to Dawson County Planning and Development. (*Please attach additional sheet, if necessary.*)

Name of Event: Mountain Moonshine Festival	Date(s) of Event: _	10/22 thru 10/24/2021
Any anticipated problems with proposed route? Event spo	nsors shall ensure that e	emergency vehicles
can respond to all areas of the event where need migh		
response from Station 1 is not hindered or delayed by	road closures or traffic	routing for the event.
Any anticipated problems with the designated location for p	articipants to assemble?	No
How many personnel will be required for this event? None		
Trow many personner will be required for this event?		
Estimated cost for personnel: N/A		2
Number and type of vehicles required: N/A		
Type of procedures or equipment needed for the health and public: Any need for Emergency Services respons	1	
2	a a	3 75 %
Estimated cost for equipment: N/A	- A TRIBILISM	
Additional comments/concerns: A fire and life safety code c booths, food trucks, tents, rides, and displays shall b		
Emergency Services: APPROVED: YES NO By: Jeff Bailey D	(Please also sign off on ate:	page 8 of application.)

Moonshine Festival



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

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

Name of Event:	Date(s) of Event:
PUBLIC WORKS:	
Additional comments/concerns/recommendations:	
APPROVED:	
Ву:	_ Date:
CITY MANGER:	
Additional comments/concerns/recommendations:	
APPROVED: YES NO	
Ву:	_ Date:
ENVIRONMENTAL HEALTH:	11.000 / shows 11:00
Additional comments/concerns/recommendations:	Will provide Inspection
as that leave It. Tops down less 1941	lender must be noted as
Additional comments/concerns/recommendations: We Services at the request of the Cas that request. Inspection fee of 940 least 10 business days prior to	the event.
APPROVED: YES NO	
By: Dene w. K	Date: 5/25/2021



Address:

6. Expected number of participants: 60000

City of Dawsonville 416 Hwy 53 E, Suite 100

Dawsonville, GA 30534 Phone (706)265-3256 Fax # (706)265-4214

Email: Permit.Tech@Dawsinville-ga.gov

Permit Application for:

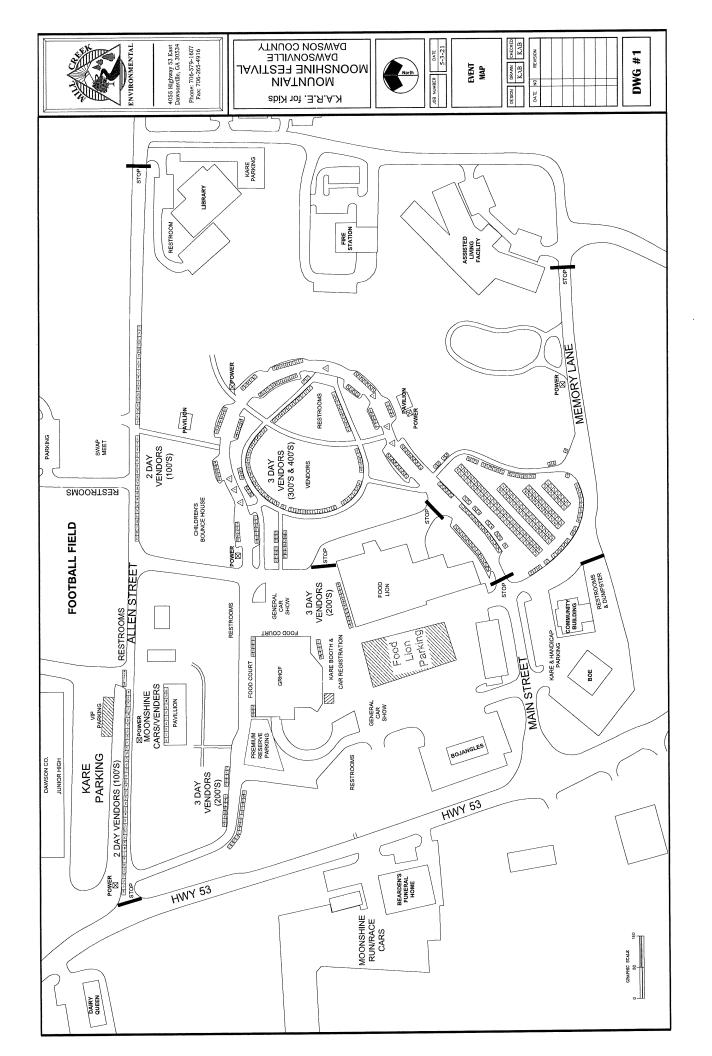
Parades, Public Assemblies, Demonstrations, and Rallies in Public Places

Permit Fee: Nonprofit: \$50.00 For-Profit: \$100.00 A completed application with Permit Fee must be received a minimum of 15 days prior to event. * Events with alcohol or food Require additional forms & time to process

*ALL Road Closures must be approved by CC (3 hours or over)

Name of Event: Mountain Moonshore Fastival PARADE RALLY OTHER_ Location of Event: afy Hall : Main Street Pack □ PUBLICDEMONSTRATION Date(s) of Event: DOF 22-24 ☐ PUBLIC ASSEMBLY ROAD CLOSING 3 dw Hrs. (a.m./ p.m. End:____ Time of Event: Start: NON-PROFIT (please provide 501 (c)(3) Information) ☐ PROFIT Provide information listed below for the main contact person responsible for the organization of this event: Itany Buchan Organization: KARE For Kids the Telephone #: Cell Phone #: **Email Address** City: Daysmulle State: GA Zip Code; 30 Address: 13 MILL XLNC Provide information listed below for any key personnel involved in coordinating this event. Also, provide information listed below on each officer of the club, organization, corporation or partnership requesting this event. Attach a separate sheet if necessary. Name: Rhanda Evans fare for Kids, Inc Telephone #: Organization: E-Mail Address: Weehunt DR. city: Dowsmulle Zip Code: Address: Organization: Telephone #: E-Mail Address LOTE Family PKN y City: Dowsmule State T zip Code: 30534

7. Physical description of materials to be distributed:
8. How do participants expect to interact with public?
9. Route of event: (attach a detailed map of the route) Parado will wif Braidons - 90 53 to
2 way cho a Have 9. How 9 ground court house and back.
will enter city Park via main street where cars will stay parked
9.a. Number and type of units in parade: 13 to 20 Cals
9.b. Size of the parade: 2'14 mill Front to Book
10. Will any part of this Event take place outside the City Limits of Dawsonville?
If YES, do you have a permit for the event from Dawson County? Date Issued:* Attach Copy
11. Do you anticipate any unusual problems concerning either police protection or traffic congestion as a consequence
of the event? Ves, please explain in detail:
Always hopic congeston around main Street
12. If road closures are needed, which roads do you anticipate closing and for how long would each be
closed? <u>Allen Street 10/21 & 3pm - 10/24</u>
memory lane 10/2103pm-9pm & 10/22 3pm-11pm - TO Jack Hag
13. List all Prior parades or public assemblies, demonstrations, or rallies in a public place within the city limits of
Dawsonville for which you obtained a permit in the last 12 months: (Include dates (month/year) – attach separate
sheet, if necessary).
Annual Munkain Moonshine testinal 10/28/2020
Details: Please outline what your event will involve: (number of people – life safety issues – vendors – cooking – tents –
rides – handicap parking – egress) attach separate sheet if necessary.
60,000 + 300 Jendors, including food vendors Bornee House,
Strong for music, randicap parting @ BOE, JR High, 2 KARE
Tents for any concerns our show w/300 + cars,
Strove for music, trandicup parting & BOE, JR High, 2 KARE Tents for any concerns cor show w/300 + cors, parade of roce cors anding in Park
Disease attack a Datailed Pouts Lay Out and Site plan
Please attach a Detailed Route, Lay Out and Site plan.
Emailed to Stan
What participation, if any, do you expect from the City of Dawsonville?
Assistance within Park (some as last year)



What participation, if any, have you arranged from Dawson County Emergency Services ? \mathcal{N}/\mathcal{H}
to be in call if any accedent might occur
What participation, if any, have you arranged from the Dawson County Sheriff Department?
off Duty officers for security, mastic control
Insurance Requirements: (circle that apply)
Sec. 10-25(c) "An applicant for a permit under this ordinance shall obtain liability insurance from an insurer licensed in the State of Georgia for a special event, parade, public assembly, demonstration, rally, footrace, fun run, bicycle race or filming in a public place if one or more of the following criteria exists:"
(1) The use, participation, exhibition, or showing of live animals; (2) The use, participation, exhibition, or showing of automobiles of any size or description, motorcycles, tractors, bicycles, or similar conveyances; (3) The use of a stage, platform, bleachers or grandstands that will be erected for the event; (4) The use of inflatable apparatus used for jumping, bouncing or similar activities; (5) A special event, parade, demonstration, rally, road closing, or other such activity, for which primary attendance (that is, attendance primarily for said special event, parade, demonstration, rally, road closing, or other such activity, and not attendance which is the result of another event) is reasonably expected to meet or exceed one hundred (100) persons;
(6) The use of roller coasters, bungee jumping or similar activities; (7) The use of vendors or concessions; or (8) The use of public streets and rights of way. (Required for public street closure or making certain areas exclusively available to the applicant like Main Street Park, City Hall parking lot etc.)
Any applicant required to provide insurance in accord with this section shall provide the City of Dawsonville with a copy of the Certificate of Insurance from an insurer authorized and licensed by the State of Georgia. The City of Dawsonville shall be added as an additional named insured party for the event on the Certificate of Insurance by the carrier. The minimum policy limits shall be \$1,000,000 (one million) per incident and \$2,000,000 (two million) aggregate for the entire event. All cost for insurance and naming the City of Dawsonville as an additional named insured party shall be borne solely by the applicant. Such insurance shall protect the City of Dawsonville from any and all claims for damages to property and/ or bodily injury or death.
Is the Certificate of Liability Insurance attached? ☐ Yes ☐ No ☐ Not applicable to this eventenable
Additional information/comments about liability insurance:
Additional information/comments about this application: NA

OP ID: MM

ACORD'

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: 706-216-3296 PRODUCEK
Dawson Agency Inc.
P. O. Box 126
Dawsonville, GA 30534
KENDY P BENNETT FAX (A/C, No): 706-216-8546 PHONE (A/C, No, Ext): 706-216-3296 E-MAIL ADDRESS: NAIC# INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co INSURER B : Philadelphia Insurance Co INSURED KARE FOR KIDS, INC Lauren Samples P.O. Box 211 Dawsonville, GA 30534 INSURER C INSURER D INSURER E INSURER F: REVISION NUMBER: CERTIFICATE NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP ADDL SUBR TYPE OF INSURANCE **POLICY NUMBER** 2,000,000 **COMMERCIAL GENERAL LIABILITY** EACH OCCURRENCE 100,000 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR 06/29/2020 02/01/2022 PHPK2125446 5,000 MED EXP (Any one person) 2,000,000 PERSONAL & ADV INJURY 4,000,000 GENERAL AGGREGATE \$ GEN'L AGGREGATE LIMIT APPLIES PER: 4,000,000 PRO-JECT POLICY LOC PRODUCTS - COMP/OP AGG OTHER COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ANY ALITO BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY **BODILY INJURY (Per accident)** \$ PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY NON-OWNED AUTOS ONLY UMBRELLA LIAB OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ RETENTION \$ DED OTH-ER PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYEE \$ f yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT 1,000,000 08/16/2020 08/16/2021 D&O Directors & Office PHSD1557681 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION **CERTIFICATE HOLDER CITYDAW** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Dawsonville P.O. Box 6 Dawsonville,, GA 30534 AUTHORIZED REPRESENTATIVE **KENDY P BENNETT**

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

ROAD CLOSURES:

10

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

Sworn to and subscribed before me

this

day of (MIN 202

Notary Public, State of Georgia

My Commission Expires: /

Applicant's Printed Name

Applicant's Signature

TRASH CLEANUP, PARKING PROVISION AND TOILET FACILITIES:

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

Based upon review of the application, the city may require that the applicant be responsible for trash cleanup of affected areas littered during the activity for which a permit is sought, the provision of sufficient parking and storage areas for a large influx of motor vehicles occasioned by the permitted activity, provision of temporary toilet facilities, and other similar special and extraordinary items determined to be necessary for the permitted activity based upon the application's contents. In no event shall the city require individuals, organizations or groups of persons to provide personnel for normal governmental functions, such as traffic control, police protection, or other expenses associated with the maintenance of public order. If additional requirements are placed on applicants in accordance with this subsection, and those requirements are not met despite assurances by the applicant, then failure to comply with the aforementioned requirements shall be grounds for revocation of the issued permit and/or denial of any subsequent permit requested by the applicant. The city shall be entitled to recover against the applicant the sums expended by the city for those extraordinary expenses agreed to but not provided by the applicant.

Sworn to and subscribed before me

This 10 day of

of MM 2021

Applicant's Printed Nam

Notary Public, State of Georgia

My Commission Expires

Signature

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

APPLICATION:

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

RELEASE & WAIVER OF LIABILITY:

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

AGREEMENT FOR FINANCIAL RESPONSIBILITY:

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

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

Sworn to and subscribed before me

this 10 day of

202/

Notary Public, State of Georgia

My Commission Expires:

plicant's Signature



City of Dawsonville

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

Permit Application for:

Parades, Public Assemblies, Demonstrations, and Rallies in Public Places (Dawson County Sheriff Department)

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

Name of Event: hore Car	Kids, Ire		_Date(s) of Event(Dt 22-24,707)
Any anticipated problems with	proposed route?		
Any anticipated problems with	the designated loca	ation for partici	pants to assemble?
How many officers will be requi	ired for this event?		
Estimated cost for officers:			
Number of vehicles required:			
Type of procedures or equipme the viewing public:			ty needs of the participants and
Estimated cost for equipment:_			
Additional comments/concerns	/recommendations	5:	
SHERIFF DEPARTMENT: (ALSO PE	ROVIDE A WRITTEN STA	ATEMENT FOR EVE	NTS ON DOT ROADS/ROW'S)
APPROVED: ☐ YES ☐ NO			
Rv:		Date	F





Kare for Kids, Inc

Permit Application for:

Parades, Public Assemblies, Demonstrations, and Rallies in Public Places

EMERGENCY SERVICES: Please <u>complete</u> this sheet and <u>return</u> it to Dawson County Planning and Development. (Please attach additional sheet, if necessary.)

Name of Event: Mountain Moonshine FestivalDate(s) of Event:10/22 thru 10/24/2021
Any anticipated problems with proposed route? Event sponsors shall ensure that emergency vehicles
can respond to all areas of the event where need might arise, and that emergency Fire and EMS
response from Station 1 is not hindered or delayed by road closures or traffic routing for the event.
Any anticipated problems with the designated location for participants to assemble? No
How many personnel will be required for this event? None
Estimated cost for personnel: N/A
Number and type of vehicles required: N/A
Type of procedures or equipment needed for the health and safety needs of the participants and the viewing public: Any need for Emergency Services response shall be initiated by calling 911
Estimated cost for equipment: N/A
Additional comments/concerns: A fire and life safety code compliance inspection of all attending vendors, booths, food trucks, tents, rides, and displays shall be required before public admission allowed
Emergency Services: APPROVED: YES NO (Please also sign off on page 8 of application.) By: Date: 5/19/21

Moonshine Festival



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

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

Name of Event:	Date(s) of Event:
PUBLIC WORKS:	
Additional comments/concerns/recommendations:	
APPROVED: ☐ YES ☐ NO	
Ву:	Date:
CITY MANGER:	
Additional comments/concerns/recommendations:	
APPROVED: 🗌 YES 🗎 NO	
Ву:	Date:
ENVIRONMENTAL HEALTH:	
Additional comments/concerns/recommendations:	: will promite inspection
Services at the regrest of the	City, This will suffice
as that lequest. Inspection fee of the	10/ vendor must be paid at
ENVIRONMENTAL HEALTH: Additional comments/concerns/recommendations: We Services at the request of the re as that request. Inspection fee of re least 10 business days prior to	the event.
APPROVED: ☐ YES ☐ NO	
By: Den w. F	Date: 5/25/2021



REQUESTED BY: David Picklesimer

DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 11

SUBJECT	: PLAN RE	VIEW ENGIN	EERING SERVICE	S CONTRACT	
CITY COL	INCIL MEETING	DATE:	06/07/2021		
BUDGET	INFORMATION:	GL ACCOUN	NT #	NA	
	Funds Available Budget Amendm	from: / ent Request fi	Annual Budget: rom Reserve:	Capital Budget _ Enterprise Fun:	Other General Fund
The Plann Associates	s, Inc. for on dema t not be limited to	requesting ap and service pro	ovider for plan revie	oles & Quigley, Inc. an ew at their stated rates ercial civil developmer	s. The services will
 Res Res grea Con Ret 	n 50 lots and min t idential developm ater than 50 lots.	nent preliminar fee \$1,000.00 nent preliminar elopment prelii plan review fee plan review fee	y and final plat plar minary and as-built e \$1,000.00 e \$750.00	·	ot for developments less per lot for developments 0.00
OPTIONS:					
RECOMME	ENDED SAMPLE	MOTION:			_
Approve, D	eny or Postpone				
DEPARTM	ENT: <u>Planning ar</u>	nd Zoning			_

415 Highway 53 E. Suite 100 Dawsonville, Georgia 30534



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

Date: 6/2/2021

Reference: Planning and Zoning Department Plan Review Service

To: Mr. Mayor and City Council Members:

Mr. Mayor and Council members, the Planning Department has experienced delays in the third party contracted commercial and residential plan review service. The current commercial and residential review services is taking 30 plus days to receive review comments. The Planning Department has studied the scope of work and we believe the department can provide a more efficient service to the citizens and development community. The Planning Department solicited commercial building plan and commercial civil development plan review services. Four firms were given the opportunity to quote the plan review service and provide the plan review timeframe. In reviewing the firm's proposal one firm (Safebuilt) was unresponsive, another firm (Bureau Veritas) fee schedule does not align with the department's objective. The two responsive quotes from Peoples & Quigley, Inc. and Charles Abbott Associates, Inc. meets the department requirements as to price and 15-day plan review timeframe.

The Planning Department is requesting approval to use Peoples & Quigley, Inc. and Charles Abbott Associates, Inc. for on demand service provider for plan review at their stated rates. The services will include but not be limited to commercial building plan, commercial civil development plan, retaining wall plan reviews.

The Planning Department is requesting approval of an updated plan review service fee as follows:

- 1. Residential development preliminary and final plat review fee of \$40.00 per lot for developments less than 50 lots and min fee \$1,000.00.
- 2. Residential development preliminary and final plat plan review fee of \$25.00 per lot for developments greater than 50 lots.
- 3. Commercial civil development preliminary and as-built plan review fee \$1,000.00.
- 4. Commercial building plan review fee \$1,000.00.
- 5. Retaining wall > 6ft plan review fee \$750.00.
- 6. Retaining wall > 6ft building permit fee \$250.00.

Sincerely,

David Picklesimer Planning Director



PEOPLES & QUIGLEY, INC.

CONSULTING ENGINEERS

6059 BOYLSTON DRIVE, NE SANDY SPRINGS, GEORGIA 30328 TELEPHONE (404) 255-2650 v FACSIMILE (404) 255-2852

March 5, 2021

Mr. David Picklesimer, Planning & Zoning Director City of Dawsonville 415 Hwy 53, Suite 100, Dawsonville, GA 30534 david.picklesimer@dawsonville-ga.gov

Re:

City of Dawsonville, GA

Standby Engineering Services

Dear Mr. Picklesimer:

We are pleased to submit this proposal to provide professional engineering services to City of Dawsonville. We understand that you require professional engineering services in connection with various projects. Our future work will be defined in specific Work Orders that will be submitted by us and accepted by you. The Work Orders will describe each individual project, list specific tasks to be completed by us and details of our fee understanding and provide a schedule to complete the work.

Peoples & Quigley, Inc. proposes to render professional engineering services including Studies, Design, assistance with Bidding, Construction Contract Administration, and additional services as required. Services to be performed by Peoples & Quigley, Inc. are set forth in more detail in the General Provisions attached hereto and made part hereof by this reference.

Services will be provided on the basis of payroll costs times a factor of 2.5 for services rendered by our employees engaged directly on the project, plus reimbursable expenses. The above financial arrangements are based on prompt payment of our invoices each month.

We will start our services upon receipt of your acceptance of this proposal and the initial Work Order which is attached.

This letter and the attached General Provisions represent the entire understanding between you and us with respect to the Project and may not be modified except in writing signed by us. If this Letter Agreement satisfactorily sets forth your understanding of our agreement, please return a signed copy of this Letter and the Work Order to us.

Thank you for this opportunity to serve City of Dawsonville. If you have any questions or need additional information, please call us.

Very truly yours,	Accepted: March, 2021	
PEOPLES & QUIGLEY, INC.	CITY OF DAWSONVILLE	
Oht 52		
Christopher D. Quigley, PE (Vice President)	Mike Eason (Mayor)	

Attachments: General Provisions (3 pages)

Work Order – Miscellaneous Assistance – 2021 Plan Review (1 page)

DEV-01G-006 Dawsonville

GENERAL PROVISIONS

Attached to and made part of the Letter Agreement dated March 5, 2021 between CITY OF DAWSONVILLE (OWNER) and PEOPLES & QUIGLEY, INC. (ENGINEER) in respect to the work described in the Letter Agreement.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1. General

1.1.1. ENGINEER, serving as OWNER'S professional engineering representative for the project or projects shall perform professional services consisting of civil and environmental engineering, including other engineering services customary and incidental thereto.

1.2. Studies Phase

ENGINEER shall:

- 1.2.1. Consult with OWNER to clarify the scope and define OWNER'S requirements for each project. Prepare preliminary documents consisting of reports, conceptual design criteria, and preliminary drawings or exhibits, as appropriate.
- 1.2.2. Advise OWNER as to the necessity of OWNER'S providing, or obtaining from others, data or services of the types described in paragraph 3.3. Act as OWNER'S representative in connection with any such services.
- 1.2.3. Review available data and provide analyses of OWNER'S needs; provide a general economic analysis of various alternatives and information necessary to file applications for financing appropriate for the projects, as appropriate.
- 1.2.4. Provide reports, recommendations and other general consultation and advice relative to the projects, as appropriate.

1.3. Design Phase

ENGINEER shall:

- 1.3.1. On the basis of accepted preliminary documents accepted by the OWNER, prepare Drawings and Specifications to show the character and extent of each project suitable for approvals, bidding, and construction.
- 1.3.2. Coordinate the design with government authorities having jurisdiction to approve the design and assist OWNER in consultations with appropriate authorities.
- 1.3.3. Prepare contract documents (project manual & drawings) for each project for review and approval by OWNER and/or legal counsel.
- 1.3.4. Furnish five (5) copies of the above documents and review them with the OWNER.

1.4. Bidding Phase

ENGINEER shall:

- 1.4.1. Assist OWNER in obtaining bids or negotiating proposals for construction, materials, equipment and services to be performed by Contractor(s) in connection with each Project.
- 1.4.2. Attend the bid openings and assist OWNER in evaluating bids or proposals; prepare and submit tabulations of bids; assist in assembling contract documents, and make award recommendations.
- 1.4.3. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.5. Construction Phase

ENGINEER shall:

- 1.5.1. Act as OWNER'S representative in accordance with the Standard General Conditions of the Construction Contract.
- 1.5.2. Furnish baseline, alignment, and benchmark surveys in accordance with conditions prescribed in the Contract Documents.
- 1.5.3. Make visits to the site or sites at intervals appropriate to the various stages of construction to observe the progress and quality of the Contractor's work and to determine in general if such work is proceeding in accordance with the Contract Documents.
- 1.5.4. Review Contractor's construction schedule.
- 1.5.5. Review Contractor's schedule of values.
- 1.5.6. Review Shop Drawings and samples, the results of tests and inspections, and other data which each Contractor is required to submit.
- 1.5.7. Issue instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents, prepare and submit change orders as required.
- 1.5.8. Review monthly and final applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend payments to Contractor(s) as appropriate.
- 1.5.9. If requested by the OWNER, provide a Project Resident Representative under ENGINEER'S supervision to provide more complete on-site observation of Contractor(s) work. The Project

GENERAL PROVISIONS

- Resident Representative shall be paid for as an Additional Service of the ENGINEER.
- 1.5.10. After construction has been completed, show field changes made during construction on record drawings in conformance with information furnished by Contractor(s) and provide OWNER with three copies of record drawings.
- 1.5.11. The ENGINEER shall not be responsible for: (a) Making exhaustive, continuous or detailed on-site inspections to check the quality or quantity of the work; supervision, direction, or control of contractor(s) work or for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s); the failure of Contractor(s) to perform the construction work in accordance with the Contract Documents; or, (b) The acts or omissions of any Contractor, or subcontractor or supplier, or any of the Contractor(s)' or subcontractor(s) or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s) work.

SECTION 2 - ADDITIONAL SERVICES OF THE ENGINEER

- 2.1. Normal and customary engineering services do not include services in respect of the following categories of work which are usually referred to as Additional Services. If OWNER wishes ENGINEER to perform any Additional Services, he shall so instruct ENGINEER, and ENGINEER will be paid therefore as Additional Services. Additional Services include:
 - 2.1.1. Services resulting from significant changes in the extent of the project or projects, or OWNER's schedule; major changes in documentation previously accepted by OWNER where changes are due to causes beyond ENGINEER's control; prolongation of the contract time by more than 60 days; or default by Contractor(s).
 - 2.1.2. Preparation and filing of applications for financing of any project.
 - 2.1.3. Providing field surveys for staking out the work for Contractor(s); or for "as-built" or record drawings.
 - 2.1.4. Preparation or review of environmental assessments and impact statements, and assistance in obtaining the approval of authorities with such jurisdiction over any project.
 - 2.1.5. Preparation of operation and maintenance manuals, extensive assistance in the utilization of any equipment or system, and training of personnel for operation and maintenance.
 - 2.1.6. Preparation to serve or serving as a consultant or witness for OWNER to any litigation, public

- hearing, or other legal or administrative proceeding.
- 2.1.7. Resident Project Representative services during construction.
- 2.1.8. Obtaining US Army Corps of Engineers permits, if required, for disturbance of wetlands, and other related matters.
- 2.1.9. Services during out-of-state travel required of the ENGINEER.
- 2.1.10. Services normally furnished by the OWNER or not otherwise provided for in this Agreement.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide all criteria and full information as to OWNER's requirements for the project or projects; make available pertinent existing data; make known any special or extraordinary considerations or special services needed; designate a person to act with authority on OWNER's behalf in respect of all aspects of the project or projects; examine and respond promptly to ENGINEER's submissions; and give prompt notice to ENGINEER whenever any defect in the work is observed or otherwise becomes known.
- 3.2. Advise ENGINEER in writing at an early date if there are budgetary limitations for any project and employ an independent cost estimator if formal cost estimates are required.
- 3.3. Whenever required and authorized by the OWNER, upon recommendation of the ENGINEER, furnish and pay for analytical laboratory services, geotechnical investigations, subsurface explorations; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning and deed restrictions; all of which ENGINEER may rely upon in performing his services. Payment for such services shall be made by OWNER directly to the provider(s) of the services.
- 3.4. Furnish approvals and permits from all governmental authorities having jurisdiction over any project and pay any applicable sales or other tax on services of ENGINEER in the manner and amount required by law.

SECTION 4 - MEANING OF TERMS

- 4.1. This Agreement includes the Letter Agreement between OWNER and ENGINEER to which these General Provisions are attached and any amendments executed under the agreement, all as if they were part of one and the same document.
- 4.2. Payroll Costs shall be defined as salaries and wages paid to all ENGINEER's personnel engaged directly on a project including, but not limited to engineers, architects, surveyors, designers, draftsmen, specification writers,

GENERAL PROVISIONS

- estimators, other technical and business personnel; plus 30% for the cost of customary and statutory benefits including, but not limited to, social security, unemployment, and other payroll taxes, health and retirement benefits; sick leave; vacation and holiday pay; and other group benefits.
- 4.3. Direct non-payroll expenses (reimbursable expenses) shall be defined as the actual expenses incurred directly or indirectly for transportation and subsistence incidental thereto; computer and CADD service charges; toll telephone calls; postage; delivery; reproduction; and costs for consultants and subcontractors, if any, and other similar project related expenses.
- 4.4. Project Construction Cost shall be defined as amounts earned by the Contractor(s), exclusive of penalties, for completed construction work including a reasonable allowance for Contractor's overhead and profit, and any force account work done by the OWNER of work designed by the ENGINEER. For work not constructed, the Project Construction Cost shall be defined as the lowest bona fide bid, or if no bid is received, the ENGINEER's latest Opinion of Probable Construction Cost. Specifically exempt from the amount to which the fee percentage is applicable are items such as land, legal fees, administrative costs, and payments to the ENGINEER.

SECTION 5 - MISCELLANEOUS

- 5.1. All documents, including Reports, Drawings and Specifications, prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the individual Projects. They are not suitable for reuse by OWNER or others on extensions of a Project or on any other project. Any reuse without written verification or adaptation by ENGINEER will be at OWNER's sole risk. All Documents prepared by the ENGINEER are not intended to be used by any third party. Any warranty expressed or implied is not intended to extend to any third party. Nothing herein shall be construed to give any rights or benefits to anyone other than the OWNER and ENGINEER.
- 5.2. The OWNER agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the ENGINEER and its agents and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of or resulting from (a) the performance of the work by the OWNER, the Contractor(s) and subcontractors, or the design of the project by the OWNER and its agents and employees.
- 5.3. Opinions of probable costs provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent his professional judgment as an experienced and qualified professional engineer; but ENGINEER cannot and does not guarantee that proposals, bids, or any actual project or Construction Costs will not vary from opinions of probable cost prepared by him. If the OWNER wishes greater assurance as to the

- construction cost, the OWNER shall employ an independent cost estimator.
- 5.4. If OWNER fails to make any payment due ENGINEER for services within sixty days after receipt of ENGINEER's bill, the amounts due ENGINEER shall include a charge at the rate of 1-1/2% per month and ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until he has been paid in full.
- 5.5. This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered to the date of termination.
- 5.6. OWNER and ENGINEER each binds itself and its successors, and assigns to the other party of this Agreement and to successors and assigns of such other party, in respect to all covenants, agreements and obligations of this Agreement.
- 5.7. It is understood that under "Construction Phase Services" and "Resident Project Representative" services during construction the ENGINEER will endeavor to protect the OWNER against defects and deficiencies in the work of the Contractor(s), but the ENGINEER does not guarantee the Contractor(s)' performance, nor does the ENGINEER assume any duty to supervise construction and safety procedures followed by any Contractor(s) or subcontractor(s) and/or their respective employees or by any other person at the job site; nor any liability to the Contractor(s), subcontractor(s), their employees or any other person; nor for any public liability of property damage caused through acts of the Contractor(s), subcontractor(s), their employees, or any other person.
- 5.8. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other.
- 5.9. This Agreement shall be governed by the laws of the State of Georgia.

SECTION 6 - LIMITATION OF LIABILITY

6.1. The OWNER agrees that, to the fullest extent permitted by law, the ENGINEER's total liability to OWNER for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes shall not exceed \$50,000 or the amount of fee paid, whichever is less. Such causes include but are not limited to ENGINEER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.



PEOPLES & QUIGLEY, INC.

CONSULTING ENGINEERS 6059 BOYLSTON DRIVE, NE SANDY SPRINGS, GEORGIA 30328 TELEPHONE (404) 255-2650 v FACSIMILE (404) 255-2852

CITY OF DAWSONVILLE

MISCELLANEOUS ASSISTANCE – 2021 PLAN REVIEW

WORK ORDER

ATTACHMENT TO LETTER AGREEMENT DATED MARCH 5, 2021 FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN CITY OF DAWSONVILLE (OWNER) AND PEOPLES & QUIGLEY, INC. (ENGINEER).

It is hereby agreed that the work described below is added as an individual Project under the terms and conditions of the Agreement between us.

Overview: The intent is for ENGINEER to provide Plan Review Assistance to the Department of Planning & Zoning on an as needed basis.

Specific task: ENGINEER to provide assistance with the following:

A. Review development plans and studies as provided by OWNER in accordance with checklists and development regulations provided by OWNER. This work will be coordinated by Doug Sherrill.

<u>Fee Understanding</u>: Invoice monthly for hourly labor costs plus reimbursable expenses. Budgeted hourly rates for work described above are as follows:

	Employee	Hourly Rate
1.	Principal	\$ 175
2.	Senior Engineer	\$ 135
3.	Junior Engineer	\$ 100
4.	Engineering Technician	\$ 85

Schedule: Complete plan reviews within 14-days of receipt of complete plan submittal.

Submitted: March 5, 2021	Accepted: March, 2021
PEOPLES & QUIGLEY, INC.	CITY OF DAWSONVILLE
Ont 52	
Christopher D. Quigley (Vice President)	Mike Eason (Mayor)

DEV-01G-006 Dawsonville



"Helping public agencies provide effective and efficient municipal services to improve communities since 1984"

Proposal for

Professional Plan Review Services

City of Dawsonville

David R Picklesimer Planning and Zoning Director City of Dawsonville 415 Hwy 53E, Suite 100 Dawsonville, GA 30534

Charles Abbott Associates, Inc.

100 Hartsfield Centre Parkway, Suite 500 Atlanta, GA 30354 Toll Free: (866) 530-4980 www.caa.inc

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INTRODUCTION LETTER

Charles Abbott Associates, Inc. (CAA) is pleased to submit the enclosed Proposal for Professional Plan Review Services to the City of Dawsonville (City).

Since 1984, CAA has been providing a growing number of cities and counties with outstanding Building and Safety Services, and over the years, our vast knowledge, experience, and proven ability to satisfy the needs of communities of all sizes has earned us the reputation of being one of the most qualified firms in the industry. Our project team brings many years of related experience together with an expertise in the management of similar services, making CAA exceptionally well qualified to provide the requested services to the City with our team of highly experienced, licensed, and ICC certified individuals to support your civil and building plan review needs. We currently have staff operating in and providing services for well over 20 municipalities in Georgia, ensuring consistent resource availability, fast response times, and maximum efficiency.

Our staff is technically qualified, trained, properly licensed and certified under Georgia State Minimum Standards Mandatory Codes to provide all anticipated services, including public or private project plan review, structural plan review, and building code compliance review. Our business model will ensure that the allocated resources are dedicated to ensuring staff continuity and consistency at the City. Additionally, we are able to add qualified personnel at any time should workload demands increase.

Most of our plans reviewers are cross-trained, providing a very efficient use of personnel and expediting the process for the applicant. All work will be performed under the direction of a licensed Building Official who will review plans for compliance with all applicable codes, regulations, guidelines, and permits as required. We have experience in a full range of different types and sizes of developments, ranging from single family dwellings to rural properties to master planned communities, mixed use developments, planned unit developments and industrial/commercial business parks.

We hope to partner with you in delivering exceptional public service to the citizens and customers of Dawsonville. We would be happy to meet with you to further discuss this proposal and your specific plan review needs. If there are any questions, or if any additional information is needed, please contact me directly at (470) 421-0046.

Sincerely,

CHARLES ABBOTT ASSOCIATES, INC.

Tim Inglis, CBO Regional Director



COMPANY QUALIFICATIONS

CAA was founded to meet the needs of cities just like Dawsonville. We are highly skilled and experienced at providing the right services at the right time to ensure the City's plan review services are operating smoothly and expediently. We realize that no two municipalities are alike, and we customize our services to meet the particular needs of the constituents we serve at any one location. CAA currently provides municipal services to over 20 local government partners through our local staff of over 40 professionals in the greater Atlanta area, including:

- City of Adairsville
- City of Thomaston
- Bartow County
- Butts County
- City of Forsyth/Monroe County
- City of Tifton
- City of Emerson
- Spalding County
- City of Albany/Dougherty County
- City of Griffin
- City of Jackson

- City of Peachtree City
- · City of South Fulton
- City of Covington
- City of Stockbridge
- City of Dahlonega
- City of Hogansville
- City of Brookhaven
- City of Forest Park
- City of Manchester
- City of Riverdale
- City of Palmetto

The following promises demonstrate why CAA is the best-qualified service provider for the City:

Service Above and Beyond: CAA professionals believe that just doing a "good" job is not enough for our clients. Our aim is to excel. This means that we do not function simply by the language of our contract, but that we constantly look out for the general good of the City, local neighborhoods, and its residents. Our employees become part of your team and view themselves as an extension of your staff in carrying out the duties of the City.

Innovations in Service Delivery: CAA continuously strives for innovations to improve public services. Government must be more accessible to the citizens, more convenient, timelier in response, more cost effective, and performance oriented. Accountability in government has never been higher than it is today. We want to be your partner in delivering exceptional public service and in promoting the City. We pledge the full resources and backing of our firm to ensure that the City is able to deliver outstanding, cost-effective public service of the highest quality. And we believe that embracing technology improves efficiency, provides a more comprehensive level of customer service, and is the key for success both now and in the future.

Customer Service: Our employees are passionate about customer service. In performing our duties, we are always willing to meet with clients for pre-design meetings, pre-submittal meetings, or as needed to resolve complex code related plan review issues in the most efficient manner possible. In addition, the staff at CAA brings a can-do attitude to their work always focused on efficiency and project success.

Responsive Project Management: By providing a cooperative work environment with all of the entities responsible for project approval, we form a collaborative working relationship that centers on successful project processing. We have the know-how to work closely with other departments and outside agencies, resulting in a timely, seamless and efficient development approval process. We minimize surprises that can lead to costly delays due to plan revisions



late in the approval process by beginning work early with the project design team involved with major construction projects.

Availability to Meet with the City: CAA staff will be available to meet with City staff, the design team, applicants, and/or contractors at the City's request to discuss and resolve plan review and code related issues. Our staff can be available to meet with staff on most issues immediately, and within 24 hours of notice for project manager related issues. Those meetings will be attended by our staff at no additional cost.

References

The following contains a list of our Georgia clients, with an outline of services provided to each client, as well as the period of time that we have been performing the referenced service. We are extremely proud of our track record and the length of time we have continuously provided services to our clients and invite you to contact any of them to obtain their opinion of the services we provide for their cities.

REFERENCES	SERVICES	SINCE
City of Forsyth/Monroe County	Building & Safety	2020
Jim Hedges, County Manager		
(478) 994-7000		
38 W. Main Street Forsyth, GA 31029		
Bartow County	Building & Safety	2020
Brandon Johnson, Community Development Director		
(770) 607-6311		
135 West Cherokee Avenue, Cartersville, GA 30120		
City of Thomaston	Building & Safety	2020
Russell Thompson, City Manager		
(706) 647-4242		
106 East Lee Street, Thomaston, GA 30286	Building & Safety	2020
City of Adairsville	Building & Salety	2020
Pam Madison, City Manager		
(770) 773-3451 116 Public Square, Adairsville, GA 30103		
City of Tifton	Building & Safety	2020
Pete Pyrzenski, City Manager	Building & Buildy	2020
(229) 338-3860		
130 1st St E, Tifton, GA 31794		
Butts County	Building & Safety	2019
Brad Johnson County Manager		84000 00 00
(770) 775-8200		
625 West 3rd Street, Jackson, Georgia 30233		
City of Emerson		
Fodd Heath, Assistant City Manager		
(770) 382-9819		
700 Highway 293, Emerson, GA 30137		
Spalding County	Building & Safety	2019
William Wilson, County Manager		
(770) 467-4254		
119 E. Solomon Street, Griffin, GA 30223		0046
City of Covington	Building & Safety	2018
Tres Thomas, Planning & Development Director		
(770) 385-2180		
2116 Stallings Street, Covington, GA 30014		



City of Albany/Dougherty County Paul Forgey, Director Planning, Development Services &	Building & Safety	2017
Code Enforcement		
(229) 438-3901		
240 Pine Avenue, Suite 300, Albany, GA 31702		
City of Stockbridge	Building & Safety	2017
Randy Knighton, City Manager		
(678) 833-3354		
4640 North Henry Boulevard, Stockbridge, GA 30281		
City of Jackson	Building & Safety	2017
Kay Pippin, Mayor	1	
(770) 775-7535		
134 South Oak Street, Jackson, GA 30233		
City of Peachtree City	City Engineering Plan	2017
Dave Borkowski, City Engineer	Review	
(770) 631-2538		
153 Willowbend Rd., Peachtree City, GA 30269		
City of South Fulton	Building & Safety	2017
Shayla Reed, Community Development Director		
(470) 809-7700		*
Industrial Blvd. Atlanta, GA 30336		
City of Dahlonega	Building & Safety	2016
Bill Schmid, City Manager		
(706) 864-6133		
465 Riley Road, Dahlonega, GA 30533		
City of Hogansville	Building & Safety	2016
Lisa Kelly, City Clerk		
(706) 637-8629		
400 East Main Street, Hogansville, GA 30230		
City of Brookhaven	Building & Safety	2015
Patrice Ruffin, Director of Community Development	Code Enforcement	344400EC 85 - 115
(404) 637-0500	1	
4362 Peachtree Road Brookhaven, GA 30319		
City of Forest Park	Building & Safety	2014
Angela Redding, City Manager		
(404) 608-2300		
785 Forest Parkway, Forest Park, GA 30297		
City of Manchester	Building & Safety	2014
Doug Westberry, City Manager	Code Enforcement	1
(706) 846-3141		
P.O. Box 366, Manchester, GA 31816		
City of Griffin	Building & Safety	2014
Kenny Smith, City Manager (770) 229-6406		
100 South Hill Street, Griffin, GA 30223		L.
	Building & Cofety	2012
City of Riverdale	Building & Safety	2012
Scott Wood, City Manager	City Engineering	
(770) 909-5480	Public Works	
971 Wilson Road, Riverdale, GA 30296	Desilation 9 Co-fet:	2042
City of Palmetto	Building & Safety	2012
William Shell, City Administrator	City Engineering	
(770) 463-3377		
509 Toombs Street, Palmetto, GA 30268		
The second the state of the second of the se	wields to any increase in w	iorklood

The case studies below illustrate our ability to respond quickly to any increase in workload, whether caused by a spike in building activity or a natural disaster.



City of Albany, GA

Located on the Flint River with a population of approximately 95,000, the City of Albany is the seat of Dougherty County and the eighth-largest city in the State of Georgia. The City prides itself on being a City of Excellence and is known as the "Good Life City." Historically, the City used to provide its own Development Services for both the City and the County. But following the excessive building damage caused by tornadoes in early 2017 and the departure of the City's Building Official, the City found itself backlogged and unable to manage the additional workload effectively. Through an official RFP process, CAA was selected over the competition to provide contract Building and Safety Services to the City and County. CAA now provides the City with a permit technician, three building inspectors, and a Building Official to cover the service area of approximately 300 square miles. CAA also provides the City with its own permit and inspection software, which has been customized to fulfill the exact needs of the City.

CAA provided a smooth transition within a matter of days of being selected as the City's contractor, and was able to quickly achieve significant process improvements. In the words of Phil Roberson, Assistant City Manager: "The City of Albany has been extremely impressed with how quickly CAA was able to step in and provide us with complete Building & Safety Services. Following the January 2017 storms, Albany was left with hundreds of houses in need of repair or rebuilding. CAA was able to bring a CBO and inspectors with years of experience to help Albany and it's citizens in the rebuilding process. One of our major industries, Proctor and Gamble, lost their distribution warehouse as a result of the Jan 22 tornadoes. On the one-year anniversary of the storm, P&G held a ribbon cutting at their new ultra-modern distribution warehouse, which replaced the one destroyed by the tornadoes. At the ribbon cutting, the CEO of the Albany P&G plant credited the contractors, P&G staff, and the work by the Inspection and Development Services staff of the City (including CAA) for making the one year build out possible. This type of high level recognition is a testament to the benefits derived from the partnership between CAA and the City of Albany."

Within the first 3 months, CAA had processed 752 permits and conducted 896 inspections for the City of Albany.

City of Brookhaven, GA

Located in the northeast suburbs of Atlanta in western DeKalb County with a population of approximately 50,000, the City of Brookhaven officially became a city in 2012 and operates Parks & Recreation, Police, Public Works and Community Development Departments.

The City's economic outlook is fantastic, with lots of building activities currently in progress and on the horizon. One example is the new \$1 billion hospital and pediatric campus of Children's Healthcare of Atlanta, which is to be built in Brookhaven through 2025. The new campus will include a 446-bed hospital, support buildings, a physical plant, more than 20 acres of green space, as well as a 260,000-square-foot ambulatory care center — making this campus the single largest health-care project in Georgia's history. It will create 16,500 construction jobs through 2025 and 3,600 permanent net jobs upon its opening.

As the Building & Safety Services provider for the City, Charles Abbott Associates, Inc. (CAA) will be intimately involved with all phases of the construction of the project. CAA has been providing municipal services for the City since 2015. The services provided include the front permit counter, building plan review, building inspections, code enforcement, software system administration, and arborist services.



City of Palmetto, GA

With a population of approximately 5,000, the City of Palmetto utilizes CAA for permitting, plan review, building, mechanical, electrical, and plumbing inspections, and city engineering services for all projects within the City, including the following major projects:

Located on the former South Fulton private airport, the Palmetto Distribution Center is a 340-acre, 4 million SF master planned distribution center situated right across from CSX's intermodal facility in Fairburn. Presently under construction, this prime industrial high-cube warehouse/distribution space will be distributed over 5 buildings that have the potential to bring well over 2,000 jobs to the City of Palmetto. CAA is providing all permitting, plan review, and inspection services for this project.

Also under construction is the Saben Tatum Road industrial development, a three-warehouse, 3 million SF industrial park distributed over 214 acres just off I-85, just south of Fairburn in Palmetto, at the intersection of Johnson and Tatum roads. CAA is providing all permitting, plan review, and inspection services for this project. Weldon Industrial Track is a residential and industrial development project, which will include a 1 million SF warehouse and sewer lines tying back to the City. CAA is providing all permitting, plan review, and inspection services for this project.

The Palmetto Oaks Subdivision is currently in Phase I of final subdivision, which will include 28 acres of R-2 residential housing on 54 lots. CAA is providing all permitting, plan review, and inspection services for this project.

In the planning stages is the redevelopment of the historic Cotton Mill on Main Street as a cultural arts center comprised of restaurants, live/work residential units, event space, office usage and a complementary open air market. CAA has been heavily involved in the planning portion of this project, and will continue to be involved with permitting, plan review, and inspection services as the project progresses.



SCOPE OF SERVICES

CAA offers to provide the review of commercial and residential building plans as well as civil plans for the City. CAA will ensure compliance with the Georgia State Minimum Standards Mandatory Codes and construction related zoning requirements. It is expected that most plan reviews will be conducted electronically, with on-site reviews as needed.

Residential and Commercial Building Plan Review

CAA will provide the plan review of any and all types of structures including, but not limited to, single family dwellings, multi-family dwellings, industrial and commercial buildings for compliance with all local ordinances and State and Federal laws that pertain to Building and Safety, and for compliance with the adopted Building Code. CAA thoroughly and promptly reviews all plans for compliance with all local ordinances and State and federal laws pertaining to Building Codes, and for compliance with the adopted Building Code, Plumbing Code, Electrical Code, Mechanical Code, Disabled Access requirements, Energy requirements, and/or Fire Code.

Our approach to plan review ensures that plans submitted to CAA for review are properly tracked and processed. Our system ensures that each plan or permit is assigned, returned, and handled on time and within budget. The status of any plan can easily be determined at any point in time.

Our registered professionals and certified plan examiners review all plans and calculations, thus assuring that the technical components and all code items are thoroughly reviewed. Most of our plans examiners are cross-trained and also certified as inspectors, providing a very efficient use of personnel and expediting the process for the applicant. We provide timely turnaround of plan reviews and re-reviews based on guaranteed turn-around times. Our staff also handles any coordination required as part of the review.

A certified plan reviewer will conduct a reasonable and lawful plan review of submitted construction documents for compliance with the following items:

Administrative Requirements

Construction documents shall be reviewed for their accuracy, completeness, proper supporting documentation, required signatures and seals.

Building Planning Requirements

Submitted plans shall be reviewed for use and occupancy classifications based upon potential fire hazard, height and area limitations, type of construction classification, fire resistance rating of building elements and their respective requirements, special use and occupancy.

Occupant Needs Requirements

CAA certified plans examiners will review submitted construction documents for compliance with means of egress;

accessibility (when contracted or in conjunction with local Fire Marshals); the interior environment requirements for room sizes, ceiling height, light and ventilation.

Architectural

CAA staff is certified and experienced in all phases of architectural review, including construction types, occupancies, separations, heights, areas, egress means, and fire/life safety. CAA staff will bring many years of experience to the City's review and inspection process with respect to size, shape, and use of buildings with varying complexities. Many of CAA's staff are active in architectural code promulgation at the state and national level and several sit on International Code Council (ICC) committees.



Structural System and Material Requirements

CAA's structural engineers have reviewed structural plans with varying degrees of construction complexity from single-family homes to high-rise multi-use facilities. Structural drawings are reviewed by a licensed engineer in order to verify code compliance for all gravity loads, lateral loads and special loading conditions. Calculations are reviewed for completeness; materials indicated on the plans are identified and reviewed for conformance.

Mechanical, Plumbing, and Electrical System Requirements

These systems are reviewed for code compliance with respect to their construction, installation, inspection, operation and maintenance as well as any potentially adverse interactions.

Energy

CAA staff members are certified and familiar with the Energy Efficiency Standards for Residential and Non-Residential Buildings. Extensive annual training ensures that each staff member is aware of the specifics of their respective state programs. Plans and supporting documentation is reviewed for completeness, accuracy and minimum code compliance.

Accessibility

CAA staff attends ICC training relative to disabled access. CAA staff takes disabled access seriously and has been proactive

on Accessibility Compliance Committees. Engineers, plans examiners, and certified personnel are fully trained and familiar with ADA and The Georgia Accessibility Code. CAA, when requested will offer plan review support to local Fire Marshals and their respective municipalities in compliance enforcement.

LEED

CAA recognizes the importance of and pursues environmentally conscious design and development procedures consistent with the U.S. Green Building Council (USGBC) and Leadership in Energy & Environmental Design (LEED) certification standards. CAA has staff certified through the LEED process that are available to review City development projects that are required to have LEED Certification(s).

Green Building Code Review

CAA will provide staff that is certified as Green Building professionals when required. As with LEED certification, CAA seeks to enhance and improve City development projects through cooperation and collaboration with stakeholders.

CAA has taken extensive steps to implement and use more efficient or "green" service options to its clients. CAA can provide various communication options, including electronic plan review, video conferencing and virtual permit specialist to our clients and applicants to reduce environmental impacts such as paper use, travel and commute impacts – all intended to reduce CAA's and the City's carbon footprint.

Civil Engineering Plan Review

CAA will assist the City in meeting its engineering plan review needs. Our assigned Engineer and designated staff will perform civil engineering plan review to ensure all work is completed in a timely manner. CAA will review grading and erosion control plans as they relate to assigned land development projects and will provide professional engineering review of hydrology and hydraulic calculations, retaining wall calculations, and other structural calculations as needed.

The following are the key engineering tasks CAA proposes to perform:



- Provide engineering review services consistent with the City's requirements and expectations.
- Attend meetings with City Staff, public officials, community leaders, developers, contractors and the general public pertinent to development projects, as needed
- Provide general engineering consultation regarding land development, and erosion sediment control.
- Review existing procedures, operation and maintenance of storm-drains and other land development activities and make appropriate recommendations to the City.
- Establish working relationships and coordination with other public agencies, City departments, and private utilities involving engineering matters affecting the City.
- Provide staff assistance on issues before the Public Works and Planning Commissions, as needed.
- Provide application and case processing support related to all land-use entitlement and development review activities.
- Provide such necessary and related functions as are normal practice for engineering review and control of private developments, including but not limited to: grading, streets improvement, storm drain, sanitary sewers reviewing and conditioning of land divisions and development –commercial, and industrial plan checking; drainage and hydraulics/hydrology reviews.
- Review tentative development plans and provide recommendations on control.
- Establish working relationships with the various utility companies.
- · Review storm water control plans and stormwater pollution prevention plans.

Plan Review Timeframes

All initial reviews will be returned within 5 business days for single family residential, small commercial projects, and improvement plans. Rechecks will be returned within 5 working days. These are maximum times, and we typically are able to turn around simple plan reviews in less than half the time.

Single Family Dwelling	5 business days	
Re-Review	5 business days	
Tenant Improvements	5 business days	
New Commercial/Industrial (< than 10 million valuation)	7 business days	
New Commercial/Industrial (> than 10 million valuation)	15 business days	
Revisions to Approved Plans	1-5 business days	
Civil Engineering Plans	15 business days	



STAFF QUALIFICATIONS

Since our incorporation in 1984, CAA has grown to a full-time staff of over 200 employees. CAA has a record of very low staff turnover, which has proven highly beneficial to our clients. We employ a fully credentialed, cross-trained staff that effectively meets our building and safety commitments to our clients. Each one of our team members has worked on similar projects and served the public sector for many years.

Staff Training

Maintaining high quality services is what has made CAA as successful as we are today. We understand that having experienced and qualified personnel is a fundamental requirement of being able to deliver quality service to our clients, and we place considerable effort in attracting and retaining our highly trained staff.

We provide our staff with on-going training, both in-house and with other professional seminars and classes. This training makes sure that staff has the knowledge and other resources available to help them provide high quality service to our customers. Additionally, we provide financial incentives to encourage participation in obtaining certain nationally recognized certifications. The knowledge obtained in achieving these certifications helps our professionals to keep up with the "State of the Art" and therefore gives us the ability to constantly improve the quality of service we are able to deliver.

Resumes

CAA employs full time personnel to staff municipal work engagements. The firm recruits individuals who are looking for long-term employment with a stable firm and a rewarding career. We are proposing experienced plan review staff that possess all certifications and registrations as required by state agencies.



Tim Inglis, CBO

Regional Director

Years of Experience

20+

Education

M.P.A. in Public Administration, Georgia Southern University B.S. in Construction Management, Georgia Southern University

Certifications

Building Official
Building Code Specialist
Zoning Inspector
Building Inspector
Housing Code Official
Building Code Official
Property Maintenance and Housing Inspector
Residential Combination Inspector
Accessibility Inspector/Plans Examiner
Building Plans Examiner
NAHB Certified Green Professional
AEE Building Analyst Professional

Professional Memberships

National Contract Management Association International Code Council (ICC) Association of Energy Engineers Greater Atlanta Home Builders Association

KEY QUALIFICATIONS

- Extensive Building & Community
 Development Experience
- Public Works Management Experience
- Very Strong Project and Program Management Capabilities
- Planning/Organizational Development

Mr. Inglis has worked in the building and community development profession for over 20 years. He has been employed in the private sector since 2006, successfully bringing a modern approach to building inspection programs to cities and counties across the State of Georgia. Specifically, he worked to successfully lead the transition of the newly incorporated cities in North Fulton as well as the City of South Fulton from the traditional county model to a more efficient and effective privatized model. During his career, he has been involved with several large projects such as the KIA Manufacturing Plant in WestPoint, the Performing Arts Center in Newnan, the JCB Manufacturing Plant in Pooler, and the Recreation and Athletic Complex in Young Harris.



Steve Holder, CBO

Certified Building Official/Plans Examiner/Inspector

Years of Experience

13+

Education

Business Administration, Brenau University Certificate of Local Government Management, UGA's Carl Vinson Institute of Government

Professional Memberships

ICC Region 8 Board of Directors Metro Atlanta Inspectors Association Building Officials of Georgia Georgia State Inspectors Association

Certifications

Residential Combination Inspector Residential Plans Examiner Plumbing Inspector Mechanical Inspector Commercial Building Inspector Commercial Plumbing Inspector Georgia Soil and Water Conservation Commission Level IB Certified Inspector

Commercial Mechanical Inspector Mechanical Plans Examiner **Building Plans Examiner** Mechanical Code Official **Building Code Official Building Official**

KEY QUALIFICATIONS

Certified Building Official

Certified Plans Examiner

Certified Building Inspector

Excellent Customer Service Skills

Local Government Background

Mr. Holder has over twelve years of high-level experience in inspections and department management as well as a vast knowledge of ICC codes and local ordinances. He is experienced in performing residential and commercial plan checks and building inspections, as well as Building Official duties for both small and large jurisdictions.

Recent Project Experience

Building Official, Forsyth County Deputy Building Official, City of Atlanta Planning Director, City of Dawsonville Chief Inspector, Dawson County



Joseph Tkacsik, CBO

Certified Building Official/Plans Examiner/Inspector

Years of Experience

16+

Professional Memberships

ICC

Metro Atlanta Inspectors Association Building Officials Association of Georgia Georgia Association of Code Enforcement

Certifications

Building Official Commercial Building Inspector Residential Plumbing Inspector Residential Combination Inspector **Building Inspector** Residential Electrical Inspector Building Plans Examiner Property Maintenance and Housing Inspector Electrical Inspector Commercial Plumbing Inspector Commercial Mechanical Inspector Residential Plans Examiner Residential Mechanical Inspector Commercial Electrical Inspector Housing Code Official Mechanical Inspector Plumbing Inspector Residential Building Inspector Combination Inspector Commercial Combination Inspector

Building Code Specialist GACE Level 1 and Level 2

GSWCC Level 2b

KEY QUALIFICATIONS

- Certified Building Official
- Certified Building Inspector
- Municipal Experience
- Multiple Certifications

Mr. Tkacsik has over 16 years experience in providing building and safety services to municipalities in Georgia. He currently provides Building Inspections and Plan Review services to the City of Brookhaven and conducts commercial plan reviews and commercial inspections for the City of Covington.



Kevin Cousins, CBO

Building Inspector/Plans Examiner

Years of Experience

38+

Education

Certificate in Construction Inspection, Palomar College, CA

Professional Memberships

ICC

Certifications

Building Inspector Building Plans Examiner Electrical Plans Examiner Mechanical Code Official Building Code Official Accessibility Inspector/Plans Examiner Mechanical Plans Examiner Electrical Code Official Master Code Professional Mechanical Inspector Plumbing Inspector Commercial Energy Inspector **Electrical Inspector** Plumbing Code Official Plumbing Plans Examiner Combination Inspector Combination Plans Examiner **Building Official Building Code Specialist** Plumbing Code Specialist Mechanical Code Specialist **Electrical Code Specialist** Commercial Combination Inspector

KEY QUALIFICATIONS

- Many Years of Related Experience
- Supervisory Experience
- Master Code Professional
- Multiple Certifications
- Excellent Communication Skills

Mr. Cousins brings over 19 years of Plan Review, Code Consultant and Building Inspection experience to CAA. He has extensive experience performing inspections and reviewing plans for residential and commercial structures and currently performs building inspections for the City of Brookhaven.

Recent Project Experience

Building Inspector/Plan Reviewer - City of Brookhaven

Lisa Kopro, PE

Registered Civil Engineer

Years of Experience

17+

Education

B.S. in Civil Engineering, North Carolina State University Graduate Work in Water Resources, Cal State

Certifications

Long Beach, CA

GSWCCC Level II Certified Design Professional GSWCC Level I B Certified Inspector

Professional Affiliations

APWA

KEY QUALIFICATIONS ▶ Registered Civil Engineer ▶ Extensive Project Management Experience ▶ Municipal Experience ▶ Extensive Plans Review Experience ▶ Multiple Certifications ▶ Excellent Interpersonal Skills

A licensed PE in GA, CA, SC, TX and CO, Ms. Kopro offers over 17 years of experience with both municipal and private engineering services for various municipalities. Specific items include: plan review, civil site inspections, contract administration, erosion and sediment control review and inspections, prebid/construction meetings. Ms. Kopro is currently involved in reviewing plans, issuing permits and performing construction inspections for various cities in metropolitan Atlanta, including 4 million sf of industrial projects and the construction of a new sewer line and pump plant for the City of Palmetto. She is also well versed in RFP writing and project/program management for various aspects of City Engineering. Ms. Kopro possesses strong communication and problem resolution skills, as well as strong organizational skills. Ms. Kopro oversees the land development inspection division for CAA, conducts preliminary and final plat reviews, oversees flood plain management, and assists with erosion and sediment control review and other related tasks as needed.

Recent Project Experience

- Civil Engineer at the City of Palmetto, GA
- Civil Engineer at the City of Riverdale, GA
- · Civil Engineer at the City of Manchester, GA

Bennett White, PE, CFM

Registered Civil Engineer

Years of Experience

32+

Education

B.S. in Civil Engineering, Georgia Institute of Technology

Certifications

Certified Flood Plain Manager
GSWCC Level II Certified Design Professional

Professional Affiliations

APWA

KEY QUALIFICATIONS

- Registered Civil Engineer
- Extensive Project Management Experience
- Extensive Plans Review Experience
- Civil Design Experience
- Development Services Management Experience
- ➤ Infrastructure Management

Mr. White has over 10 years of experience as a City Engineer and Floodplain Administrator, managing city land development permitting, inspections, floodplain management, and subdivision platting processes. He also possesses over 13 years of civil/site design and project management experience on commercial, institutional, warehouse, and subdivision developments. His plan review expertise includes Grading, Drainage, Stormwater Management, Erosion Control, Floodplain Management, Zoning Compliance, Subdivision Plat, Stream Buffer Encroachment, R/W permitting. His civil design experience includes Stormwater Management, Erosion Sedimentation and Pollution Control, Grading, Drainage, Water Distribution, Sanitary Sewer, and Site Planning. He is also an experienced manager of city MS4 stormwater and r/w maintenance and improvement programs.

Mr. White will be available to the City as needed, and is committed to providing competent, responsive service to development community and residents.

Recent Project Experience

- City Engineer, Public Works Director, and Floodplain Administrator at the City of Brookhaven, GA
- City Engineer, Development Services Manager, and Floodplain Administrator at the City of Sandy Springs, GA



Mikala Weston, Associate Engineer

Associate Engineer

Years of Experience

5+

Education

B.S. in Civil Engineering, University of Virginia B.A. in Studio Art, University of Virginia

Certifications

OSHA 10

Professional Affiliations

Society of Women Engineers (SWE)
National Society of Black Engineers (NSBE)
American Society for Civil Engineers (ASCE)
American Concrete Institute (ACI)

KEY QUALIFICATIONS

- Detail Oriented
- Excellent Communication and Interpersonal Skills
- Able to Multi-Task Effectively
- Knowledge of Engineering Practices
- Municipal Experience

As an Associate Engineer for CAA, Ms. Weston has a thorough knowledge of civil design and engineering technique. She reviews commercial and residential construction drawings for accuracy, completeness, and compliance with applicable standards. She also participates in the preparation of specifications, plans, and reports; provides professional engineering support and basic technical advice to developers and contractors; serves as field engineer on projects requiring engineering oversight; and analyzes data and compiles research relating to existing and proposed plans of development. She also performs stormwater facilities inspections for compliance as well as erosion and sediment control inspections.

Recent Project Experience

- Associate Engineer at the City of Stockbridge, GA
- Associate Engineer at the City of Palmetto, GA
- Associate Engineer at the City of Riverdale, GA



COST PROPOSAL

The fees outlined below are inclusive of all costs, including general and administrative, travel, per diem, training, materials, supplies, and other items necessary to complete the project.

CAA offers to provide Plan Review Services at the following hourly rates:

Service Provided	Hourly Rate
Building Plan Review	\$90
Engineering Plan Review	\$135

If the City desires additional services outside the scope of this proposal, those services can be negotiated.





DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 12

SUBJECT: SPEED HUMP HOMEOWNER'S ASSOCIATION (HOA) POLICY					
CITY COUNCIL MEETING DATE: JUNE 7, 2021	_				
BUDGET INFORMATION: GL ACCOUNT #NA					
□ Funds Available from: Annual Budget: Capital Budget Other Budget Amendment Request from Reserve: Enterprise Fun: General Fund					
PURPOSE FOR REQUEST: Public Works and Planning Department is requesting approval for Speed Hump Program Manual.					
 Several Homeowner's Association has contacted Public Works regarding specific policies regarding speed humps. Public Works Department has limited staff to install speed humps. 					
OPTIONS:					
RECOMMENDED SAMPLE MOTION:					
Approve, Deny or Postpone					
DEPARTMENT: Public Works and Planning and Zoning					

REQUESTED BY: <u>Trampas Hansard and David Picklesimer</u>



SPEED HUMP PROGRAM

MANUAL

CITY OF DAWSONVILLE

DEPARTMENT OF PUBLIC WORKS

Adopted:

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SKETCH OF SPEED HUMP		7

CITY OF DAWSONVILLE SPEED HUMP POLICIES

In response to numerous complaints about speeding problems in neighborhoods, the City of Dawsonville Department of Public Works has developed a policy on the use of speed humps. This policy is based on the requirements and recommendations of the Institute of Transportation Engineers. The following policy has been established for the citizens of the City of Dawsonville who want to pursue the installation of speed humps in their neighborhoods.

INSTALLATIONS:

City of Dawsonville will only consider installation of speed humps on streets classified as local two-way residential streets with traffic volumes less than 3,000 vehicles per day and a posted speed limit of 30 mph or less and with maximum vertical grades of eight percent (8%). With the above requirements met, the procedures to be followed are:

- a) A Traffic Study will be performed by the Homeowner's Association (HQA). This study must find a speeding problem of at least 11 mph over the posted speed limit as the 85th percentile speed. Results of the neighborhood traffic study will be presented back to the City of Dawsonville. If the traffic study warrants speed humps, the City of Dawsonville will review site conditions and present layout to Homeowner's Association (HOA).
- b) Via "formal" petition, at least 70% of the property owners* must affirm the installation of speed humps. A request for public hearing will be presented to the City Council at the next regular meeting. At the public hearing, the petition will be approved or denied.
- c) If the City Council approve the requested speed hump or humps, City of Dawsonville, or Homeowners Association (HOA) will install within six months or less. Approval void if Homeowners Association (HOA) does not install or pay the fee for the City to install speed humps within six (6) months of approval.
- d) The speed hump installation and removal fee will be paid by the petitioner, and any construction activities carried out by the HOA or its contractors shall be inspected and approved by City officials.
- e) The speed hump maintenance will be performed by City of Dawsonville after installation.

DESIGN AND SPACING:

The geometric design of the speed humps has been proven to be a critical factor in their effectiveness. Based on extensive research, speed humps will be constructed to adhere with the following specifications:

a) Option #1

4" maximum vertical rise 20' – 26' in horizontal length 6' incline / 10' flat top / 6' decline

Option #2

Jr Mini Speed Hump 20' – 26' horizontal length 2" incline / 2" decline

b) Option #1

Must meet City specifications for asphalt speed hump construction and be approved by the Public Works Director.

c) Option #1 and #2

The maximum spacing between speed humps and/or controlled intersections will be four hundred feet (400 ft) or less.

d) Option #1 and #2

Speed hump warning signs shall be installed per the current Manual Uniform Traffic Control Devices (MUTCD) at each approach (W17-1 and W13-1P) see page 9 for design.

e) Option #1

Speed hump pavement marking without or with crosswalks shall be installed per the current Manual Uniform Traffic Control Devices (MUTCD).

SPEED HUMP REMOVAL:

Speed Humps may only be removed in the following circumstances:

- a. 70% of the property owners in a neighborhood petition the City Council for removal after the humps have been in place for at least one year (no removal prior to one year from installation). (Note: The Petition must conspicuously note that speeds are likely to increase once the speed humps are removed).
- b. The City Council passes a resolution authorizing removal of the speed humps.

Cost/Responsibility for Speed Hump Removal:

- a. The City may take on the responsibility for speed hump removal, in which case the City will invoice the HOA for speed hump removal prior to starting work based upon the then prevailing market pricing.
- b. The HOA may elect to have the speed humps removed at its cost through a professional contractor of its choosing which will be approved by the City in advance of any removal, and whose work shall be inspected by the City with any noted deficiencies remedied by the HOA.

INSTALLATION AND REMOVAL FEE BY CITY OF DAWSONVILLE

a)	Option # 1 \$	each	(fees	are	based	on	current	market	pricing)
•	The state of the s		_						
b)	Option # 2 \$	each	(fees	are	based	on	current	market	pricing)

INSTALLATION AND REMOVAL BY HOMEOWNER'S ASSOCIATION

Design and material installation must be per City of Dawsonville Speed Hump Manual.

*NOTE: For subdivisions not completely built out, a minimum of 50% of the total units must be occupied before petition for the installation of speed humps will be considered, and a minimum of 70% of the total units must be occupied before a petition for the removal of speed humps will be considered.



CITY OF DAWSONVILLE
DEPARTMENT OF PUBLIC WORKS
415 HWY 53 E SUITE 100
DAWSONVILLE, GA 30534
706.265.3256

www.dawsonville-ga.gov

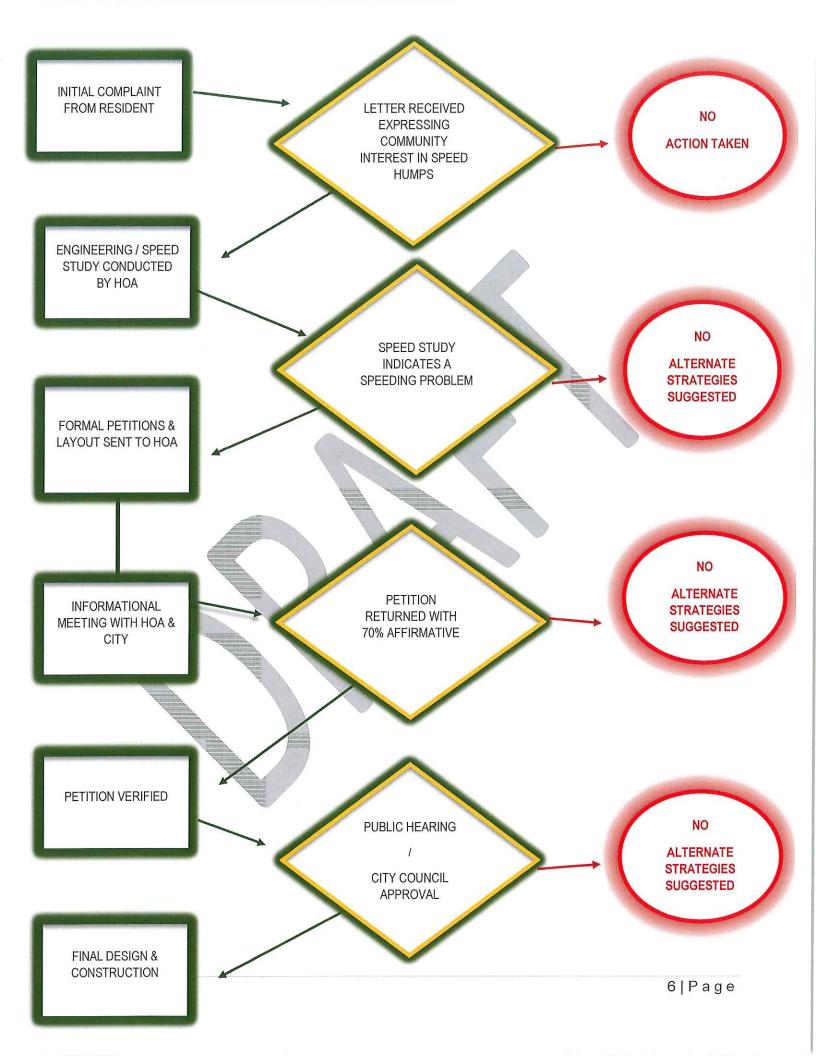
PETITION FOR SPEED HUMPS

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ALL INFORMATION CON						
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THIS	DAY OF	-				
NOTARY PUBLIC						
SUBSCRIBING WITNESS _						

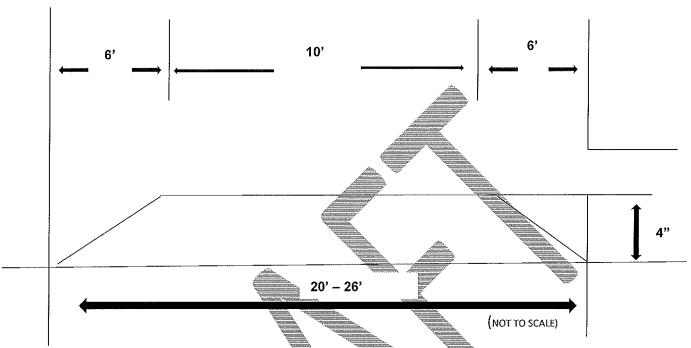
CITY OF DAWSONVILLE SPEED HUMP PROGRAM FORM

Ξ	Subdivision Name:	.e:	Transportation of the state of	Contact Person:	- Continue	Phone Number:	
\$ \$, the undersig. , understand t	We, the undersigned, have read City of Dawsonville Speed Hump Program We, understand the advantages as well the disadvantages of Speed Hump installation	awsonville Speed Hump ne disadvantages of Spe	Program ed Hump installation			
*	Date:	Last Name	First Name	Address	Phone #	Signature	Lot No# Ye
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OPTION #1



SPEED MODERATION HUMP

OPTION #2



JR MINI SPEED HUMP



W13-1P - 18X18



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #__13___

SUBJECT: BUDGET AMENDMENT REQUEST FOR CONCRETE PADS FOR EXERCISE STATIONS

CITY COUNCIL MEETING DATE: 06/7/2021
BUDGET INFORMATION: GL ACCOUNT #
☐ Funds Available from: Annual Budget Capital Budget Other
☐ Budget Amendment Request from Reserve: SPLOST VIGeneral Fund
PURPOSE FOR REQUEST:
TO REQUEST APPROVAL OF A GENERAL FUND RESERVES BUDGET AMENDMENT IN THE AMOUNT OF \$15,495.68 FOR THE INSTALLATION OF CONCRETE PADS FOR FITNESS STATIONS IN MAIN STREET PARK
HISTORY/ FACTS / ISSUES:
FITNESS STATIONS HAVE BEEN PREVIOUSLY APPROVED AND ORDERED. CONCRETE PADS NEED TO BE POURED PRIOR TO INSTALLATION
 THREE INFORMAL SEALED BIDS OBTAINED GEORGIA EARTH AND PIPE LLC - \$20,569.50 JERRY TOWNLEY CONCRETE, INC \$15,495.68 CHATTAHOOCHEE GROUP, INC \$16,910.20
OPTIONS:
RECOMMENDED SAMPLE MOTION:
STAFF RECOMMENDS LOW BID FROM JERRY TOWNLEY CONCRETE, INC. FOR \$15,495.68

REQUESTED BY: <u>Trampas Hansard, Public Works Director</u>



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #__14___

SUBJECT: INTERGOVERNMENTAL AGREEMENT FOR SPECIAL PURPOSE LOCAL OPTION SALES TAX

OF THE CALLED TABLE
CITY COUNCIL MEETING DATE: 06/07/2021
BUDGET INFORMATION: GL ACCOUNT #
☐ Funds Available from: Annual Budget Capital Budget Other
☐ Budget Amendment Request from Reserve:Enterprise FundGeneral Fund
PURPOSE FOR REQUEST: TO CONSIDER APPROVAL OF IGA FOR SPLOST
HISTORY/ FACTS / ISSUES:
OPTIONS:
RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor

STATE OF GEORGIA COUNTY OF DAWSON

SPECIAL PURPOSE LOCAL OPTION SALES TAX INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the "Agreement") is made this _____ day of _____, 2021 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:

WITNESSETH:

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 SPLOST;

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 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.
 - (b) 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.

- (c) 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.** <u>Conditions Precedent</u>. The obligations of all parties under this Agreement are conditioned upon the following prior event: 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 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: first, to the County for purposes of funding a new emergency operations center and E911 emergency communications system, at an estimated cost of \$8.5 million; then 88% to the County and 12% to the City (subject to the funding distribution process set forth in Section 7(c)). 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 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.

- (a) 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 exhibits are attached hereto and made part of this Agreement.
- (b) 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 in this Agreement shall be funded from proceeds from the SPLOST, 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. (Nothing in this Agreement shall be deemed to control or supersede any other agreement between the County and City that may describe a party's commitment to fund a Project or a commitment as to the timeline of completion of such Project.)

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, first, collecting an amount sufficient to fund a new emergency operations center and E911 emergency communications system, at an estimated cost of \$8.5 million. After the first \$8,500,000.00, the City shall receive the next \$1.5 million in SPLOST proceeds which proceeds shall count towards its 12% SPLOST proceeds share. At that point SPLOST proceeds shall be adjusted so that the City receives 8.7% of the SPLOST collections and the County receives 91.3% of the SPLOST collections until such time as their total SPLOST collections after the first \$8,500,000.00 balances out to the City receiving 12% and the County receiving 88%. From that point forward (i.e. after \$50,000,000 in total collections), SPLOST proceeds shall be distributed 88% to the County and 12% to the City. The parties understand that the distribution amounts listed in 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 <u>Exhibit B</u>, the County may apply the remaining unexpended funds to any other County Project in <u>Exhibit B</u>.
- (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.** <u>Administration</u>. The County shall administer the County SPLOST Fund to effectuate the terms of this Agreement.
- **Section 11.** <u>Default</u>. The failure of any party to perform its obligations under this Agreement shall constitute an event of default.
- **Section 12.** <u>Liability for Noncompliance</u>. 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; provided however, that the County and City agree and acknowledge that they are entering into this Agreement in conjunction with a Settlement and Release Agreement of even date herewith, and that the execution of this Agreement is material consideration for such Settlement and Release Agreement. 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.** <u>Amendments.</u> 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.** <u>Notices</u>. 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

[Signatures on Next Page]

IN WITNESS WHEREOF, all parties hereto agree.

DAWSON COUNTY, GEORGIA			(COUNTY SEAL)
By:			
Billy Thurmond, Chairman			
Attest:			
Kristen Cloud, Clerk	Date		
CITY OF DAWSONVILLE			(CITY SEAL)
By: Mike Eason, Mayor			
Attest:			
Beverly A. Banister, City Clerk		Date	

EXHIBIT A

Cotogowy	City of Dawsonville SPLOST VI		Coat Fatire at a
Category	Project	Description	Cost Estimate
Roads, Streets, Bridges & Sidewalks	Deep patch repair, milling, repaving of:	Maple Street	\$2,000,000.00
Deep patch repair, milling & repaving of:		Pearl Chambers Dr, Court, Way	
, , , , , , , , , , , , , , , , , , , ,		Richmond Drive	
		Stegal Place	
		Stonewall subdivision	
		Rain Hill subdivision	
		Burt's Crossing I subdivision	
		Creekstone subdivision Phase I	
	Existing Assset Maintenance		
	Sidewalk Improvements		
	Intersection Improvements		
Land Acquistion	Land Acquisition for various needs	Water/Sewer Easements	\$ 485,000.00
		Farmer's Market expansion	
		Parking Improvements	
		Intersection improvements	
		Parking needs	
		Fargrounds	
		Road Improvements	
Water - Sewer Projects	Construct tertiary waste water plant	Expand sewage capacity	\$2,120,000.00
	Upgrade wells, Water Lines, Lift Stations		
Public Works Facilities & Equipment	Public Works vehicles & equipment	New and replacement	\$ 121,000.00
	Utility Departme vehicles & equipment	New and replacement	
Parks & Recreation	Main Street Park Phases III & IV	Construct picnic shelters	\$ 605,000.00
		Install fitness stations	
		Construct dog park	
		Construct disk golf course	
		Construct Amphitheater	
		Splash pad	
		Misc. trail/amenities	
		Construct maintenance facility	
		Construct bocce ball courts	
		Construct pickle ball facility	
Downtown Revitalization	Downtown Beautification	Street scapes, planters, etc.	\$ 304,000.00
DOWINGWII NEVILAIIZALIOII	Additional Parking	Academy Avenue parking	5 304,000.00
	Public Restroom	Downtown restroom	
	T done Nestroom	DOWITOWITTESTIOUIII	
City Hall Facilities	Building maintenance & improvements	Building Improvements	\$ 545,000.00
,	Parking	Parking improvements	7 3.3,233.00
	J	. 5 .p. 21256	
TOTAL SPLOST VII			\$6,180,000.00

EXHIBIT B

Department/Elected Official	Project	Description	Co	st Estimate	% of Total SPLOST
Level 2 Countywide Projects	•	·			
	New Emergency Operations Center- E911-				
Public Safety Projects	Emergency Communications System	New construction of EOC and E911 center, and Radio System	\$	8,500,000.00	
		Total	\$	8,500,000.00	
					% of Total SPLOST
Other County Projects					
Information Technology (IT)	IT Infrastructure	Various IT infrastructure upgrades	\$	1,500,000.00	2.9
Administrative Office Renovation	Administrative Building	Renovation of Existing Office Buildings	\$	500,000.00	0.9
			1		
Public Safety Vehicles and Equipment	Fire Engine Replacements	Replace three Fire Engines and Equipment	\$	2,250,000.00	16.6
	Ambulance Replacment	Replacemnt of 5 Medunits and equipment	\$	2,300,000.00	
	Fire Station Replacement	Replace existing fire Stations	\$	3,000,000.00	
	Training Burn Building Replacement	Replace existing burn building	\$	1,000,000.00	
		l			
Sheriff Services	Roof on Law Enforcment Center	New roof on LEC	\$	400,000.00	
	Courthouse Security Upgrades	New Courthosue security upgrades and replacement	\$	1,500,000.00	
	Sheriff Vehicles and Equipment	New vehicle and equipment replacment	\$	1,500,000.00	
Public Works	Public Works Vehicles and Equipment	New Vehicles and Equipment replacments	\$	2,500,000.00	36.7
	County Road and Culvert Projects	Exisiting asset Road improvement projects	\$	16,400,000.00	
County Adminisrtation	Vehicle and Equipment Replacement	New/Replacement Vehicles	\$	1,500,000.00	4.0
	Fueling Center	New Fueling Center	\$	600,000.00	
David and David State	Veterana Berlinga accomments	Discourse d Deviles assessed	۱ ۵	450,000,00	14.5
Park and Recreation	Veterans Park Improvements	Playground Replacement Football field Artifical Turf	\$ \$	450,000.00	
		Multipurpose Field Artificial Turf	\$	900,000.00	
	Rock Creek Park Improvemnets	Playground Replacement	\$	450,000.00	
	Nock creek i dik improvenincis	New Small Playground	\$	325,000.00	
		Special Needs Baseball/Softball Field	\$	400,000.00	
		Asphalt parking/trail replacement	\$	850,000.00	
	War Hill Park Improvements	New playground	\$	300,000.00	
		Replacement Fishing Pier	\$	200,000.00	
		Paving	\$	400,000.00	
		Primitive Hiking Trails	\$	295,000.00	
	Etowah River Road Canoe Park	Canoe Launch	\$	100,000.00	
Public Health	New Public Health Building	New construction of Public Health building	\$	2,500,000.00	4.8
		sand detion of realist realist ballang	7	2,300,000.00	7.0
Development Authority	Industrial Park Expansion	Industrial Park expansion and site improvements	\$	2,000,000.00	3.8
		Total Dawson County Projects Costs	\$	45,320,000.00	
		Total City of Dawsonville Project Costs	\$	6,180,000.00	
		Total SPLOST VII	\$	60,000,000.00	



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #__15___

SUBJECT: INTERGOVERNMENTAL AGREEMENT FOR DOWNTOWN PARKING
CITY COUNCIL MEETING DATE: 06/07/2021
BUDGET INFORMATION: GL ACCOUNT #
☐ Funds Available from: Annual Budget Capital Budget Other
☐ Budget Amendment Request from Reserve:Enterprise FundGeneral Fund
PURPOSE FOR REQUEST:
TO CONSIDER APPROVAL OF IGA FOR DOWNTOWN PARKING
HISTORY/ FACTS / ISSUES:
OPTIONS:
RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor

INTERGOVERNMENTAL AGREEMENT FOR SHARED PARKING AT COUNTY FACILITIES IN DAWSONVILLE

The City of Dawsonville (hereinafter "City"), and Dawson County (hereinafter "County") (collectively "parties") hereby enter into this intergovernmental agreement (the "Agreement") as follows:

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, authorizes the parties to enter into an agreement for the joint use of facilities, but such contracts must deal with activities, services, or facilities that the parties are authorized by law to undertake or provide;

WHEREAS, the parties are authorized to provide streets, roads, and parking facilities pursuant to Article IX, Section II, Paragraph III of the Constitution; and

WHEREAS, the parties recognize the benefits that will result from increasing the number of available parking spaces available for public use in downtown Dawsonville;

NOW THEREFORE, in consideration of the mutual benefits to the parties hereto and all of the citizens they represent and other good and valuable consideration as set forth herein below, the parties enter into this Agreement upon the following terms, conditions, and stipulations:

1. City Parking Use of Dawson County Parking Facilities

- A. The parties acknowledge that the County owns certain parking lots and parking spaces within the corporate limits of the City of Dawsonville, and acknowledge that during the term of this Agreement the County may (in its sole discretion) acquire or develop additional parking lots and parking spaces within the corporate limits of the City of Dawsonville. All such lots and spaces, as they currently exist or as they may be developed or modified in the future, shall be deemed the "Parking Facilities" for purposes of this Agreement. The Parking Facilities specifically exclude any parking spaces or lots that are fenced off or restricted by signage as reserved for a public safety/public health purpose, including without limitation, restricted-access spaces associated with the County courthouse/jail. Nothing in this Agreement will prevent the County from restricting, relocating or modifying any of the Parking Facilities in its sole discretion.
- B. Except as otherwise provided for in this Agreement, the County shall make the Parking Facilities available for City parking uses at all times other than: (1) normal County business hours; (2) during special County events, to the extent events may require space or parking at one or more Parking Facilities; and (3) as access may be limited by the County for public safety purposes or for repairs or alterations to the Parking Facilities.
- C. Normal County business hours are defined as Monday through Friday (excluding County holidays) during the published hours of the County facility served by the applicable Parking Facility, and if none, then 8:30am until 5pm. Allowable City parking uses of the Parking Facilities include the parking of City vehicles and the

opening of the Parking Facilities to the public for general public parking.

2. Restrictions on Use

Use of the Parking Facilities by City and the public shall be subject to any rules and regulations promulgated by the County for public safety and public order, provided that such rules shall not unreasonably interfere with the intended purpose of this Agreement, which is to expand the public's ability to access free parking in downtown Dawsonville.

3. Special Events and Other Special Uses

At least once a year, the parties shall coordinate to develop a calendar of dates on which the Parking Facilities may be specially impacted, such as special events where intensive use of the Parking Facilities is anticipated, and dates on which County repair/maintenance will take place. If not reflected on the calendar, and except in emergency situations, each party shall provide at least one week's advance (informal) notice to the other party of any event that would significantly impact the use of the Parking Facilities. The City shall promptly clean up the applicable Parking Facilities after a major City event, to the condition existing prior to the event.

4. Term of Agreement

The term of this Agreement shall be for the length of the imposition of the SPLOST VII tax, which is anticipated to begin on July 1, 2021 and end on June 30, 2027. With mutual written agreement of the parties, this Agreement may be extended for any number of five-year renewal terms.

5. Miscellaneous

- A. If any disputes or issues arise in connection with this Agreement, either party shall have the right to demand a meeting of the City Manager and County Manager, who shall work in good faith to resolve the dispute. Any action or suit related to this Agreement shall be brought in the Superior Court of Dawson County, Georgia.
- B. In general, performance of this Agreement may be informally coordinated between the designees of each party. Formal notice, to the extent required, shall be sent via hand delivery, certified mail, or national overnight commercial carrier to the then-current office address of the City Manager or County Manager, as applicable.
- C. This Agreement contains the entire agreement of the parties and supersedes all prior communications or agreements, whether oral, written, or understood, regarding the subject of this Agreement. This Agreement may be modified or amended only in writing properly executed by both parties.
- D. The brief capitalized and underlined headings or titles preceding each section are for purposes of identification, convenience and ease of reference only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement, and such headings or titles shall be disregarded in the construction of this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending

- portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.
- E. No failure of any party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and no custom or practice of any party at variance with the terms and conditions of this Agreement, shall constitute a general waiver of any future breach or default or affect either party's right to demand exact and strict compliance by any other party hereto with the terms and conditions of this Agreement.
- F. The parties have cooperated in the preparation of this Agreement. Hence, should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.
- G. This Agreement may be executed in multiple counterparts each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.
- H. This Agreement shall be exclusively for the benefit of the parties hereto and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.
- I. Neither party shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond its respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute; (f) delay or failure to act by any governmental or military authority other than the party claiming the benefit of this provision; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, pandemic, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.
- J. Nothing contained in this Agreement shall be construed as creating any individual or personal liability on the part of any of the parties' elected or appointed officials, officers, boards, commissions, employers, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable under this Agreement in the event of any default or breach by the parties or for any amount which may become due by the parties under the terms of this Agreement. The parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against parties and only in their official capacity and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys, or volunteers.

This day of	, 2021.	
CITY OF DAWSONVILLE		
By: Mike Eason, Mayor	Attest:City Clerk	
DAWSON COUNTY		
By:	Attest:	
Billy Thurmond, Chairman	County Clerk	



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #__16___

SUBJECT: INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT
CITY COUNCIL MEETING DATE: 06/07/2021
BUDGET INFORMATION: GL ACCOUNT #
☐ Funds Available from: Annual Budget Capital Budget Other
☐ Budget Amendment Request from Reserve:Enterprise FundGeneral Fund
PURPOSE FOR REQUEST:
TO CONSIDER APPROVAL OF IGA FOR LAW ENFORCEMENT
TO CONSIDER APPROVAL OF A BUDGET AMENDMENT REQUEST IN THE AMOUNT OF \$156,028.56 TO FUND TWO DEPUTY POSITIONS FOR ONE YEAR PER THE IGA.
FUNDING SOURCE: 60% FROM GENERAL FUND RESERVES AND 40% FROM ENTERPRISE RESERVES (20% WATER/20% SEWER)
RESERVES (20% WATER/20% SEWER)
RESERVES (20% WATER/20% SEWER) HISTORY/ FACTS / ISSUES:

REQUESTED BY: Mike Eason, Mayor

INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT

The City of Dawsonville (hereinafter "City"), the Sheriff of Dawson County (hereinafter "Sheriff") and the Board of Commissioners of Dawson County (hereinafter "County") (collectively "Parties") hereby enter into this intergovernmental agreement (the "Agreement") in accord with O.C.G.A. §15-16-13 for the purpose of providing and maintaining law enforcement services within the City as follows:

WHEREAS, the City currently does not have a municipal police force; and

WHEREAS, the City has the power to and provides for public safety expenses within the City of Dawsonville by contract, including intergovernmental agreements; and

WHEREAS, the Sheriff exercises duties and powers within the incorporated area of the City and the unincorporated area of Dawson County; and

WHEREAS, Ga. Const. Art. IX, Sec. II, Para. III(a) and O.C.G.A. §15-16-13 permit the Sheriff to perform police functions, exercise power, and to render police services for the City pursuant to an agreement; and

WHEREAS, Ga. Const. Art. IX, Sec. III, Par. I, subparagraph (a), provides that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with services, activities, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, by duly approving this Agreement and spreading same upon the minutes of each respective governing authority, the County and the City hereby declare that this Agreement serves the best interest of the citizens in each of their respective jurisdictions.

NOW THEREFORE, in consideration of the promises, covenants, and conditions set forth herein, the City, County, and the Sheriff agree as follows:

- 1. Law Enforcement Services. The Sheriff shall equip and assign two deputy sheriffs ("Deputies") to provide the following law enforcement services within the City (the "Contract Services"):
- (a) exercise the same duties, powers, and arrest authority exercised in the unincorporated area of Dawson County (O.C.G.A. §15-16-10(a)(9));
- (b) patrol city streets, the City Farmer's Market, City owned or maintained property including Main Street Park and City utility facilities to enforce speed limits, traffic control devices, parking statutes, ordinances, and regulations and criminal laws;
- (c) assist City Code Enforcement and Animal Control personnel by serving citations for ordinance violations and investigating ordinance violations after City personnel exercise good faith efforts to enforce city ordinances without assistance from the Sheriff's office;

- (d) attend meetings of the City Council, Planning Commission, Historic Preservation Commission, and Downtown Development Authority;
- (e) attend City sponsored special events such as Food Truck night, the Christmas special event, and similar events;
- (f) provide extra patrol as needed to respond to heavy seasonal or special event traffic or if a resident is away from the residence for an extended period or to protect against reports of criminal activity;
- (g) regularly patrol the City to deter crime and to promote driver and pedestrian safety;
- (h) interact with residents to increase the likelihood that City residents know individual officers;
 - (i) investigate suspicious persons and circumstances; and
- (j) perform humanitarian acts when available such as assisting stranded motorists, escorting if needed for safety, business and resident welfare checks, and similar community oriented public safety activities.

It is understood by the Parties that the above referenced services shall be provided primarily through the Sheriff having two Deputies assigned to have their primary responsibility be the incorporated areas of the City of Dawsonville, the shifts for which are not expected to overlap. The foregoing notwithstanding, (1) the City understands and agrees that upon reasonable need the two Deputies whose primary responsibility includes the incorporated area of the City of Dawsonville may provide law enforcement services in the unincorporated area of Dawson County; and (2) the Sheriff understands and agrees that depending on the law enforcement needs at any particular time, it may be necessary to provide additional Deputies for the provision of law enforcement services in the incorporated area of the City of Dawsonville.

- 2. Traffic Citations. All tickets or citations issued for violations of state traffic laws shall be returned to Dawson County Probate Court or Superior Court. The County shall receive all revenue from fines levied and collected for traffic violations and not distributed to the State of Georgia pursuant to applicable statutes and regulations.
- 3. City Ordinance Citations. The City Municipal Court shall retain jurisdiction of City code violations.
- 4. Compensation for Law Enforcement Services. In accordance with O.C.G.A. §15-16-13, the City shall reimburse the County for the costs incurred by the Sheriff in providing the Contract Services (the "Reimbursement Costs") which includes, but is not limited to, compensation of the two deputy sheriffs, cost of retirement benefits and health insurance for those Deputies, workers' compensation and other fringe benefits, training costs, materials, supplies, and utilities.

- (a) The initial amount due from the City is \$6,501.19 per Deputy per month \$13,002.38 total per month, and the amount due may fluctuate based upon the costs identified herein to calculate the amount due from the City. The Sheriff shall notify the City and the County of changes at least thirty (30) days before the change in the amount due shall be effective. The Reimbursement Cost shall be paid on the first of the month in advance for services that will be provided by the Sheriff during the month in which payment is received. By way of example, the payment due on July 1, 2021 shall be payment for services provided for during the month of July 2021.
- (b) The City's obligation to reimburse the County for costs incurred by the Sheriff shall only include the cost of equipment "to the extent that such equipment, materials, supplies, and utilities are not furnished by the contracting municipal corporation." O.C.G.A. § 15-16-13(c).
 - (i) Pursuant to a separate Settlement and Release Agreement dated May 20, 2021 and related to SPLOST VII (the "SPLOST Agreement"), the City and County have agreed that the County will provide the Sheriff with two additional patrol vehicles. The Parties agree and acknowledge that the purchase of these vehicles will not be included in the Sheriff's budget for purposes of assessing the amount due from the City under this Section 4, and thus the City will not be charged for these vehicles.
 - (ii) Pursuant to the SPLOST Agreement, the City and County have agreed that the County will provide, on the City's behalf, for a one-time purchase of the uniforms, vests, body cameras, firearms, and similar capital equipment associated with initially equipping the two new Deputy positions. The Parties acknowledge that the estimated cost of such personal equipment is \$7,738.74 per Deputy. Because the cost of such equipment would be paid from the Sheriff's budget and would otherwise be chargeable to the City, the City shall receive a one-time credit for such costs. The amount due from the City pursuant to subsection (a) above shall be initially offset by a one-time credit of \$7,738.74 per Deputy, chargeable toward the cost of the first month and part of the second month of service provided by the Deputies under this Agreement.
 - (iii) The City agrees and acknowledges that the County's provision of the two patrol vehicles without additional charge to the City, as referenced in paragraph (i), and the County's provision of a one-time \$15,477.48 (total) equipment credit, as referenced in paragraph (ii), will fully satisfy the County's obligations under Section II.B of the SPLOST Agreement.
- 5. Policies and Procedures. Deputies performing law enforcement services pursuant to this Agreement shall be subject to policies and procedures of the Sheriff only and not the policies and procedures of the City. The Sheriff will supervise Deputies performing duties pursuant to this Agreement and shall control all equipment and vehicles utilized in the performance of law

enforcement services pursuant to the terms hereof and will provide maintenance and insurance for equipment and vehicles.

- 6. Term. This Intergovernmental Agreement is entered pursuant to Art. IX, Sec. III, Para. I of the Georgia Constitution and shall commence on the 1st day of July, 2021 and expire on the 30th day of June, 2031, unless prior written notice of intent to terminate is given by the Sheriff, the County, or the City at least 90 days before the date of termination.
- 7. Notices. Any notice provided pursuant to this Agreement shall be delivered as follows:

Dawson County Sheriff's Office 19 Tucker Avenue Dawsonville, GA 30534

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

Dawson County Board of Commissioners 25 Justice Way Suite 213 Dawsonville, GA 30534

- 8. Severability. If any part of this agreement is declared unenforceable or invalid, the remainder shall continue to be valid and enforceable. If any provision of this Agreement is held to be invalid, inoperative or unenforceable for any reason, it shall be modified rather than voided, if possible, in order to achieve the intent of the Parties hereto to the maximum extent possible.
- 9. Entire Agreement. This Agreement, including any exhibits hereto, constitutes the complete agreement between the Parties and, supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement.
- 10. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim liability, reimbursement, cause of action, or other right.
- 11. Nothing contained in this Agreement shall be construed to be a waiver of the Parties' sovereign immunities or of any individual's qualified, good faith, or official immunities.
- 12. Nothing contained in this Agreement shall be construed as creating any individual or personal liability on the part of any of the Parties or their elected or appointed officials, officers, boards, commissions, employers, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable under this Agreement in the event of any

default or breach by the Parties or for any amount which may become due by the Parties under the terms of this Agreement. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Parties and only in their official capacity and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys, or volunteers.

- 13. This Agreement shall be deemed to have been made, construed, and enforced in accordance with the laws of the State of Georgia and said laws shall govern the validity of this Agreement and the construction of its terms and interpretation of the rights and duties of the Parties. Any litigation arising out of or any way involving this Agreement shall be heard and decided in the Superior Court of Dawson County.
- 14. 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. No failure of a Party to exercise any power hereunder and no custom or practice of the Parties at variance with the terms hereof, shall be a waiver of a Party's right to demand exact compliance herewith.
- 15. No Party hereto may assign any function or obligation undertaken by such Party without the written approval of the Parties.
- 16. Except as expressly limited by the terms of this Agreement, all rights hereunder are in addition to and do not limit those provided at law or in equity.
- 17. The Parties intend that the relation between them is that of principal-independent contractor. No agent, employee, or servant of Sheriff shall be or shall be deemed to be the employee, agent, servant of City. City is interested only in the results obtained under this Agreement. The manner and means of overseeing the work are under the sole control of Sheriff. None of the benefits provided by City to its employees are available from City to Sheriff or its employees, agents, or servants.
- 18. Each provision of this Agreement shall be construed as through all the Parties participated equally in its drafting. Any rule of construction that a document is to be construed against the drafting Party shall not apply.
- 19. The Parties shall, at the request of the other, make, sign, and deliver all documents and do or cause to be done all such things that any Party may reasonably require under this Agreement.
- 20. The signatories below have been duly authorized by their respective governing authorities to execute this Agreement on their behalf. Each Party represents and warrants to the other that (a) it has full capacity and authority to enter into this; (b) the person executing this on its behalf has full authority to do so; and (c) this constitutes an obligation which is valid and legally binding against it and which is enforceable against it in accordance with its term.
- 21. A scanned or facsimile signature shall be treated the same as an original signature and any Party may rely upon a scanned or facsimile signature of the Party upon this Agreement.

considered together as one. The Parties authorized officers have signed below.	understand an	d agree to the terms of this and	d their
This day of	, 2021.		
CITY OF DAWSONVILLE			
By: Mike Eason, Mayor	Attes	st:Beverly Banister, City Clerk	_
Mike Eason, Mayor		Beverly Banister, City Clerk	
SHERIFF OF DAWSON COUNTY			
By: Jeff Johnson, Sheriff			
Jeff Johnson, Sheriff			
DAWSON COUNTY BOARD OF COM	MMISSIONER	S	
Ву:	_ Attest:		_
Billy Thurmond, Chairman	Kris	ten Cloud, County Clerk	

This Agreement may be executed in any number of counterparts, and all counterparts shall be



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #__17___

SUBJECT: RECOGNIZE FORMER COUNCILMEMBER STEPHEN TOLSON
CITY COUNCIL MEETING DATE: 06/07/2021
BUDGET INFORMATION: GL ACCOUNT #
☐ Funds Available from: Annual Budget Capital Budget Other
☐ Budget Amendment Request from Reserve:Enterprise FundGeneral Fund
PURPOSE FOR REQUEST:
RECOGNIZE FORMER COUNCILMEMBER STEPHEN TOLSON
HISTORY/ FACTS / ISSUES:
OPTIONS:
RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #__18___

SUBJECT: RECOGNIZE RETIRING CITY ATTORNEY DANA MILES
CITY COUNCIL MEETING DATE: 06/07/2021
BUDGET INFORMATION: GL ACCOUNT #
☐ Funds Available from: Annual Budget Capital Budget Other
☐ Budget Amendment Request from Reserve:Enterprise FundGeneral Fund
PURPOSE FOR REQUEST: RECOGNIZE RETIRING CITY ATTORNEY DANA MILES
HISTORY/ FACTS / ISSUES:
OPTIONS:
RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor