

**AGENDA**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, March 15, 2021**  
**5:00 P.M.**

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1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
  - a. Approve Minutes
    - Regular Meeting held March 1, 2021
  - b. Approve Financial Policy Amendment
  - c. Approve 2021 Farmer's Market Use Agreement
  - d. Approve 2021 Lease Agreement on Rental House
  - e. Approve Renewal of 2021 IT Service Contract
8. Employee Recognition

**BUSINESS**

9. **ZA-C2100100A**: Saara Mariah Qureshi has requested a zoning amendment for Tract B of TMP 092B 006 004 Located at LL 375 4th district consisting of 1.71 acres from R1 (Restricted Single-Family Residential District) to HB (Highway Business District). Public Hearing Dates: Planning Commission on February 8, 2021 and City Council on March 1, 2021. City Council for a decision on March 15, 2021.
10. **VA-C2100100A**: Saara Mariah Qureshi has requested the following variances for Tract B of TMP 092B 006 004 Located at LL 375 4th district. Request a reduction of the side setback from 40' feet to 20' feet and the buffer reduction from 30' feet to 10' feet adjoining tract C. Request waiver of 6" inch fire line connection fee of \$60,000. Public Hearing Dates: Planning Commission on February 8, 2021 and City Council on March 1, 2021. City Council for a decision on March 15, 2021.
11. Intergovernmental Agreement with Dawson County – Trail to Library
12. Arbitration Tolling Agreement

**WORK SESSION**

13. Eagle Scout Candidate Project – Lending Library Presentation by Ian Bliss
14. Facility Rental Fee Schedule
15. Main Street Park Upgrades
  - a. Fitness Trail Equipment
  - b. Shelter(s)

**STAFF REPORTS**

16. Bob Bolz, City Manager
17. Robin Gazaway, Finance Administrator

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

**ADJOURNMENT**

***The next scheduled City Council meeting is Monday, April 19, 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

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SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 03/15/2021

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PURPOSE FOR REQUEST:

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

- a. **Approve Minutes**
    - **Regular Meeting held March 1, 2021**
  - b. **Approve Financial Policy Amendment**
  - c. **Approve 2021 Farmer's Market Agreement**
  - d. **Approve 2021 Lease Agreement on Rental House**
  - e. **Approve Renewal of 2021 IT Service Contract**
-



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7a

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SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 03/15/2021

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST:

**TO APPROVE THE MINUTES FROM:**

- **REGULAR MEETING HELD ON MARCH 1, 2021**
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HISTORY/ FACTS / ISSUES:

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OPTIONS:

**AMEND OR APPROVE AS PRESENTED**

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly Banister, City Clerk

**MINUTES**  
**CITY COUNCIL REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, March 1, 2021**  
**5:00 P.M.**

**DRAFT**

1. **CALL TO ORDER:** Mayor Eason called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Present were Councilmember John Walden, Councilmember Mark French, Councilmember Caleb Phillips, Councilmember Stephen Tolson, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Planning Director David Picklesimer, Public Works Director Trampas Hansard and Finance Administrator Robin Gazaway.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Walden.
4. **ANNOUNCEMENTS:** Mayor Eason announced City Hall has reopened to the public. He also reminded residents advanced voting of the Special Election for SPLOST is underway; this is a continuation of the tax already in place. Mayor Eason and City Council recognized Bob Bolz as the Employee of the Month for January 2021.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by M. French; second by S. Tolson. Vote carried unanimously in favor.
6. **PUBLIC INPUT:**
  - Jesus Fernandez, 566 Perimeter Road – He spoke about concerns regarding the entrances, setbacks and the detention pond in regard to items #8 and #9 on the agenda.
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a) made by C. Phillips; second by S. Tolson. Vote carried unanimously in favor.
  - a. Approve Minutes
    - Regular Meeting and Work Session held February 15, 2021
    - Executive Session held February 15, 2021

**PUBLIC HEARING**

8. **ZA-C2100100A:** Saara Mariah Qureshi has requested a zoning amendment for Tract B of TMP 092B 006 004 Located at LL 375 4th district consisting of 1.71 acres from R1 (Restricted Single-Family Residential District) to HB (Highway Business District). Public Hearing Dates: Planning Commission on February 8, 2021 and City Council on March 1, 2021. City Council for a decision on March 15, 2021.

Councilmember Walden recused himself due to a potential conflict. Motion to open the public hearing made by C. Phillips; second by M. French. Vote carried three in favor (Phillips, French, Tolson) with one recused (Walden).

Planning Director David Picklesimer read the zoning amendment request.

The following person(s) spoke in favor of the request:

- Corey Guthrie, 3384 Elliott Family Parkway – He spoke on behalf of the applicant and talked about the detention pond, adding a 1.71-acre tract of land and the entrances. They respectfully request approval as this zoning amendment would not add any detriment to the community.

Councilmember Phillips asked about the detention pond size, whether the pond will eventually fully drain and the potential for mosquitoes. Mr. Guthrie stated the pond is size appropriate for the property and it was developed with a micro pool for water quality purposes and does not fully drain. The Georgia Stormwater manual requires a micro pool to be at least 4-feet deep which allows for cooler water which typically mosquitos will not use to breed.

Councilmember Tolson asked about the sight of view from the surrounding residential homes. Mr. Guthrie talked about a possible fence and/or vegetation solutions do help mitigate the view.



**MINUTES**  
**CITY COUNCIL REGULAR MEETING**  
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**Monday, March 1, 2021**  
**5:00 P.M.**

**DRAFT**

The following person(s) spoke in opposition of the request:

- Amy Mulberry, 586 Perimeter Road – She voiced her concerns regarding environmental issues, standing water, traffic, property values and the sight of view.
- Jesus Fernandez, 566 Perimeter Road – He spoke about having the property graded, the detention pond and traffic.

Corey Guthrie spoke about the buffers and setback stating the plan was designed to meet all of the City's requirements. He also spoke of the buffer regarding the creek.

Motion to close the public hearing made by M. French; second by S. Tolson. Vote carried three in favor (French, Tolson, Phillips) with one recused (Walden).

9. **VA-C2100100A**: Saara Mariah Qureshi has requested the following variances for Tract B of TMP 092B 006 004 Located at LL 375 4th district. Request a reduction of the side setback from 40' feet to 20' feet and the buffer reduction from 30' feet to 10' feet adjoining tract C. Request waiver of 6" inch fire line connection fee of \$60,000. Public Hearing Dates: Planning Commission on February 8, 2021 and City Council on March 1, 2021. City Council for a decision on March 15, 2021.

Councilmember Walden recused himself due to a potential conflict. Motion to open the public hearing made by S. Tolson; second by M. French. Vote carried three in favor (Phillips, French, Tolson) with one recused (Walden).

Planning Director David Picklesimer read the variance amendment request. He stated the applicant withdrew the request for the fire line fee.

The following person(s) spoke in favor of the request:

- Corey Guthrie, 3384 Elliott Family Parkway – He spoke about the potential buffers and setbacks. He stated the type of landscaping and fencing will be of good quality making the area attractive and welcoming.

The following person(s) spoke in opposition to the request:

- Amy Mulberry, 586 Perimeter Road – She questioned the setbacks and the buffer.
- Jesus Fernandez, 566 Perimeter Road – He spoke about the setbacks in relation to the trees and concerns with the elevation.

The applicant, Saara Mariah Quershi, stated he is building a high-end storage unit facility and the type of access to this business will not be high traffic. Additionally, they will be installing security cameras for the sake of the surrounding properties and his business as well. He hopes to have further information to provide a survey for traffic flow for this type of facility.

Motion to close the public hearing made by M. French; second by C. Phillips. Vote carried three in favor (French, Tolson, Phillips) with one recused (Walden).

## **BUSINESS**

10. **GEFA SOLAR RESILIENCY PROGRAM GRANT**: Finance Administrator Robin Gazaway provided the background information on the grant program with concerns from maintenance about placing solar panels on the roof of City Hall without having the roof repaired first. City Manager Bolz recommends seeking the grant to consider solar for the wastewater treatment plant.

Motion to approve seeking grant funding for solar installation at the wastewater treatment plant made by C. Phillips; second by M. French. Vote carried unanimously in favor.

MINUTES  
CITY COUNCIL REGULAR MEETING  
G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor  
Monday, March 1, 2021  
5:00 P.M.

**DRAFT**

**ADJOURNMENT:**

At 5:59 p.m. a motion to adjourn the meeting was made by S. Tolson; second by J. Walden. Vote carried unanimously in favor.

*Minutes approved at the February 15, 2021 City Council meeting.*

By: CITY OF DAWSONVILLE

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

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

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

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

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

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



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7b

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SUBJECT: APPROVE FINANCIAL POLICY AMENDMENT

CITY COUNCIL MEETING DATE: 03/15/2021

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

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

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

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PURPOSE FOR REQUEST:

**TO APPROVE AN ADDITION TO THE FINANCIAL POLICY TO INCLUDE AN INVENTORY CONTROL POLICY**

**TO BE ADDED TO SECTION IX. PURCHASING, L. INVENTORY CONTROL POLICY**

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HISTORY/ FACTS / ISSUES:

- **CURRENTLY THE CITY IS NOT PHYSICALLY KEEPING UP WITH THE SMALLER ASSETS THAT THE CITY OWNS IN INVENTORY.**
  - **WE HAVE PURCHASED A SOFTWARE PACKAGE (ASSET PANDA) THAT WILL TRACK ALL ASSETS BIG OR SMALL THAT THE CITY OWNS.**
  - **THIS WILL BE IN ADDITION TO THE CAPITAL ASSETS THAT ARE KEPT UP WITH ANNUALLY.**
- 

OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Robin Gazaway, Finance Administrator

## **L. Inventory Control Policy**

This document is an addendum to the financial policy. It is intended to establish processes and procedures regarding assets belonging to the City of Dawsonville. Items purchased using public funds are subject to inventory controls. Maintaining accurate records maximizes value, provides safeguards, and assists in proper financial reporting. Transparency is imperative to the preservation of integrity and trust to those we serve. In order to achieve this objective, the responsibilities and controls set forth in this document must be adhered to by all associates.

### **Definition**

Purchased items are subject to guidelines set forth in the current purchasing policies. The City of Dawsonville requires an inventory of assets that are mobile, non-consumable and nonexpendable in nature. For the purposes of inventory, buildings, land, capital improvement and fixed assets are not included.

Assets include:

- Non-capital equipment.
- Vehicles.
- Purchased items with a value of \$100 or greater.
- Capital equipment of \$5000 or more.
- Equipment such as cabinets, chairs.
- Items with a motor (regardless of value), gas or electric. Examples include drills, weed eaters, blowers, etc.

### **Purchase**

Items identified as necessary for entry into the inventory management system must be reported to the inventory controller within 15 days of purchase. Inventory controller will enter the asset into the system, including a description of the item, purchase information, manuals, warranty information, serial number, location of the asset and a photo. Inventory controller will assign the asset a barcode tag and place it on the asset. The asset tag should be affixed to a visible part of the equipment.

Change in location

Each asset is assigned to a location. Prior to moving/removing an asset from a location, employees must notify the inventory controller. This includes all items tagged into the inventory management system. Inventory controller will scan and reassign the item to the new location.

### **Inventory**

Equipment/assets will remain in the property management database and identified as City owned as long as it remains in the possession or control of the City. In order to maintain an accurate list of equipment/assets an inventory needs to be conducted at least twice annually. A representative from IT, Public Works and Utilities shall be assigned to assist the inventory controller in identifying and locating assets. Assets which have been entered into the inventory control system shall be scanned as accounted for. Assets previously entered as inventory but have a missing or lost tag will be tagged again using the same inventory control number if possible. Purchased items not reported to the inventory controller shall be entered and tagged as per the policy.

**Disposal**

Employees must notify the inventory controller prior to disposal. Thefts, disappearances and/or losses of equipment should also be reported to the City Manager as soon as possible. Missing/lost items should be removed from inventory by the inventory controller. Items entered as assets in the inventory system that are broken and are no longer able to be used for the intended purpose should be reported to the inventory controller. Items should be removed from inventory and property tags shall be removed prior to disposal. Items designated for sale, trade-in, donation or recycling should be reported to the inventory controller and property tags removed prior to removal.

Assets may be disposed of in any one of six ways:

- Trade-in or sale (Gov. Deals)
- Abandonment/Retirement
- Lost or stolen
- Transfer
- Cannibalization (taking parts and employing them for like uses within the department, such as is often the practice in computer or vehicle maintenance.)
- Casualty loss



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7c

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SUBJECT: APPROVE 2021 FARMER'S MARKET USE AGREEMENT

CITY COUNCIL MEETING DATE: 03/15/2021

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST:

**TO APPROVE FARMER'S MARKET USE AGREEMENT BETWEEN THE CITY AND THE DAWSON COUNTY CHAMBER OF COMMERCE FOR THE USE OF THE FARMER'S MARKET BY THE AMICALOLA REGIONAL FARMER'S MARKET DURING THE 2021 SEASON**

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HISTORY/ FACTS / ISSUES:

- **RATE INCREASED TO \$20.00 PER MONTH (PRO-RATED FOR PARTIAL MONTHS)**
  - **SEASON STARTS APRIL 17, 2021 AND ENDS NOVEMBER 27, 2021**
  - **SATURDAYS: 8:00 AM – 12:00 PM**
  - **WEDNESDAYS & FRIDAYS: 2:30 PM – 7:00 PM**
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OPTIONS:

**AMEND OR APPROVE AS PRESENTED**

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager

## FARMERS MARKET USE AGREEMENT

This Farmers Market Use Agreement (hereinafter referred to as the “Agreement”) is entered into and effective this \_\_\_\_\_ **day of** \_\_\_\_\_, **2021**, by and between the **CITY OF DAWSONVILLE** (hereinafter referred to as “CITY”), a Georgia municipal corporation, and the **DAWSON COUNTY CHAMBER OF COMMERCE, INC.**, a Georgia non-profit corporation, by and through its authorized committee the **AMICALOLA REGIONAL FARMERS MARKET**, (hereinafter referred to as “CHAMBER”) for the use of the CITY’s Farmers Market Pavilion located on Allen Street (hereinafter referred to as “the Pavilion”).

### **WITNESSETH:**

**WHEREAS**, the parties hereto previously entered into a Farmers Market Use Agreement on July 1, 2019 (the “2019 Agreement”) which was amended and modified in a 2020 Agreement; and

**WHEREAS**, the parties have determined that their needs have changed slightly since the 2020 Agreement and have determined that this Agreement serves the best interest of all parties.

**NOW THEREFORE**, for and in consideration of the mutual covenants and obligations set forth herein and other good and valuable consideration mutually exchanged this date between parties hereto, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **Term of this Agreement.** This Agreement shall become effective on execution by the parties and shall continue in full force and effect until terminated. The CHAMBER shall have use of the Pavilion as set forth hereinafter on Saturdays, Wednesdays, and

Fridays, from April 17, 2021 until November 27, 2021. This Agreement shall terminate after November 27, 2021 unless renewed by the parties in writing.

**3. Consideration.** In consideration of the right to use the Pavilion to hold farmers markets, CHAMBER agrees to pay fifteen dollars (\$15) per month for three (3) months to the CITY beginning April 17, 2021 and twenty dollars (\$20) for five (5) months beginning July 17, 2021. For the months of April, October and November, any permitted dates which are not utilized will result in pro-rated consideration under this Agreement.

**4. Duties and Obligations of CITY.** CITY shall provide use of the City's Pavilion to the CHAMBER on each Saturday and Wednesday, and Friday, during the Term. Each vendor will be allocated approximately an 8' wide by 20' long space under the Pavilion. CITY hereby agrees to not allow any other farmers markets or individual vendors to sell products at the Pavilion or City Hall Complex on Saturdays, Wednesdays, or Fridays when the CHAMBER's Farmer's Market is open.

**5. Duties and Obligations of CHAMBER.** CHAMBER shall hold a Farmers Market at the Pavilion each Saturday, Wednesday, and Friday, during the Term. Said schedule shall cover an eight (8) month period and include the start and ending times for each occurrence of the Farmers Market. On Saturdays, the Farmers Market shall not open for sales before 8:00 a.m. and shall end sales no later than noon. On Wednesdays and Fridays, the Farmers Market shall not open for sales before 2:30 p.m. and shall end sales no later than 7:00 PM. CHAMBER shall be responsible for the policing, monitoring, and regulating products sold at each Farmers Market, as well as policing, monitoring, and regulating any vendors that CHAMBER allows to sell products at any occurrence of its Farmers Market. CHAMBER shall keep the Pavilion in a clean, neat, litter-free, and



orderly condition, and shall be responsible for cleaning up after each use of the Pavilion. CHAMBER shall pick up any trash or debris left from the use of the Pavilion or sale of products, as well as return the Pavilion to the CITY in the condition it was found prior to use. CHAMBER shall not dispose, or allow any vendor to dispose of, any unsold merchandise on site or in on site trash receptacles. At no time shall CHAMBER allow more than thirty (30) vendors to sell its products or merchandise at any occurrence of the Farmers Market.

**6. Rights of City.** CITY shall have the right to require CHAMBER to cease operations early on a Saturday due to conflicts in scheduling the use of the Pavilion. Other than for unanticipated or emergency conflicts, CITY agrees to notify CHAMBER three (3) weeks prior to the date that operations will need to be ceased early.

**7. Insurance and Indemnification.** CHAMBER shall add the CITY as an additional insured to its existing liability insurance policy for all use of the Pavilion and agrees to indemnify, defend, and hold CITY, and its respective officers, directors, agents, and employees (together, the “Indemnified Parties”), harmless from any and all claims, suits, demands, debts, undertakings or proceedings of any kind or nature, whether meritorious or frivolous, in any way arising out of the CHAMBER’s use, or any of CHAMBER’s vendors uses, of the Pavilion, including liability caused in whole or in part by the Indemnified Parties. CHAMBER shall, at its own expense, appear, defend, and pay all attorneys’ fees and all costs, and other expenses arising therefrom or incurred in connection therewith; and, if any judgment shall be rendered against the Indemnified Parties in any such action, CHAMBER shall, at its own expense, satisfy and discharge the same.

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

**9. Headings.** The Section headings are for convenience and reference only and shall not be used to limit or otherwise affect the meaning of any provision of this Agreement.

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

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

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

**13. Modification.** No changes, additions, or interlineations made to this Agreement shall be binding unless initialed by both parties.

**14. Non-waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that

or any other right, unless otherwise expressly provided herein.

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

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument on the date(s) set forth below with an effective date of the last to sign.

**CITY OF DAWSONVILLE**

**DAWSON COUNTY CHAMBER OF  
COMMERCE, INC.**

\_\_\_\_\_

\_\_\_\_\_

By: Mike Eason, Mayor

By: Mandy Power, CEO

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

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

Attest:

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

\_\_\_\_\_  
Connie Smith, Secretary



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7d

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SUBJECT: APPROVE 2021 LEASE AGREEMENT ON RENTAL HOUSE

CITY COUNCIL MEETING DATE: 03/15/2021

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

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

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

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PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL OF THE 2021 LEASE AGREEMENT FOR THE CITY'S RENTAL PROPERTY LOCATED AT 224 FLAT CREEK DRIVE**

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HISTORY/ FACTS / ISSUES:

- **TERM IS MAY 1, 2021 – APRIL 30, 2022. AUTOMATICALLY RENEWABLE FOR TWO TERMS**
  - **\$750.00 PER MONTH RENTAL FEES AS VOTED ON BY COUNCIL AT THE 01/04/2021 MEETING**
- 

OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly Banister, City Clerk

**LEASE AGREEMENT on RENTAL HOUSE**

This Lease Agreement ("Lease") is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between **KIMBERLY SMITH** ("Tenant") and the **CITY OF DAWSONVILLE** ("Landlord") as follows.

**ARTICLE I  
DEMISE, DESCRIPTION, USE AND TERM**

Landlord leases to Tenant, and Tenant leases from Landlord, that certain real property with a residence at **224 Flat Creek Drive**, Dawsonville, Dawson County, Georgia (the "Leased Premises" or "Premises").

The Leased Premises shall be used for single-family residential purposes only.

The term of the lease shall be one year commencing on **May 1, 2021** and ending on **April 30, 2022**, unless sooner terminated or extended as provided herein. The lease shall automatically renew year-to-year (every 12 months) for two (2) terms unless either Tenant or Landlord terminates the Lease by written notice to the other on or before 30 days before the end of each 12-month term.

**ARTICLE II  
RENT AND DEPOSITS**

A. RENT: Tenant shall pay Landlord, during the term hereof, at the delivery address of 415 Highway 53 East, Dawsonville, GA 30534, in monthly installments for the period as set forth above the total sum of **\$750.00** per month. All rents set forth herein shall be deemed fully earned and wholly non-refundable when paid.

Rent will be due and payable by the 1<sup>st</sup> day of every month without notice or demand, and if not actually received by the Landlord by the 10<sup>th</sup> of the month, the rental payment shall be late. For any late payment received after the 10<sup>th</sup> of the month, Tenant shall pay to Landlord a penalty of five percent (5%) of the Rent due. Such penalty payment shall be due immediately and must be included with the payment of the past due Rent. Rent shall be paid without offset or deduction of any kind or for any reason. If the term shall commence or end on a date other than the 1st day of the calendar month, the monthly rent shall be prorated on a per diem basis with respect to such fractional calendar month and shall be paid on the day rent is first due hereunder.

B. SECURITY DEPOSIT: Tenant has paid pursuant to a prior iteration of this lease to Landlord a \$750.00 Security Deposit. Landlord shall hold the Security Deposit in a non-interest-bearing account. The deposit shall be refundable to Tenant at the end of the term of the lease, less any costs for any damages which have been caused by the Tenant. Landlord shall have the right, but not the obligation, to apply the Security Deposit in whole or in part toward the payment of any unpaid rent or any other payment due pursuant to this lease including but not limited to fees for insurance, maintenance, utilities or repair. Upon termination of this Lease, Tenant shall return the Premises to Landlord in "broom clean" undamaged condition, reasonable wear and tear excepted.

**ARTICLE III  
TAXES AND ASSESSMENTS**

Landlord shall be responsible for the payment of real property taxes on the Property, if any. Tenant shall be responsible for the payment and discharge of all personal property taxes, and other charges of every description which during the term of this Lease may be levied on or assessed against the Leased Premises and all interests therein and all improvements and other property thereto.

ARTICLE IV  
LOSS OR DAMAGE TO THE LEASED PREMISES

A. LANDLORD'S LIABILITY: Landlord will not be liable for (1) any damage to Tenant's property by theft, casualty or otherwise, or (2) any personal injury or other property damage.

B. INDEMNIFICATION OF LANDLORD: Tenant will not do anything on the Leased Premises that may subject Landlord to any liability for damage to person or property or by reason of any violation of law. Tenant will indemnify and hold Landlord harmless from all liability, and any other expense, due to (1) any breach of any covenant contained in this Lease to be performed by Tenant; (2) any alteration or other work performed by Tenant on the Leased Premises; and (3) any other personal injury or property damage occurring in or about the Leased Premises except as encompassed herein.

E. RIGHT OF TERMINATION: In the event of damage to the Leased Premises having the effect of rendering the intended use of the Leased Premises economically unviable, then either party hereto may terminate this Lease by giving such other party thirty (30) days written notice of such termination. In the event such casualty, damage or destruction could be reasonably anticipated to require in excess of ninety (90) days to complete, then Tenant may terminate this Lease by giving written notice within thirty (30) days of such casualty, damage or destruction to Landlord with such termination being effective the date of such notice. Should either party exercise its options to terminate the Lease, Tenant shall pay to Landlord all rent and other charges accrued as of the effective date of termination and neither party shall have any further obligations to the other except for any refunds of any excess in the pro-rata shares paid for any charges for the final year of this Lease.

F. PARTIAL DESTRUCTION: In the event of any casualty, damage or destruction to the Leased Premises not resulting in termination of this Lease under the preceding paragraph, Landlord to the extent of any proceeds derived from any policy of insurance described herein shall commence to repair and rebuild the Leased Premises to substantially the condition which existed prior to such occurrence. In the event such is an uninsured loss, the Landlord shall not be required to rebuild or repair same and rent shall partially abate and be payable in the percentage that the square footage of the Leased Premises immediately after such event bears to the square footage of the Leased Premises immediately prior to such event of casualty, damage or destruction. Such abatement shall continue until such time as the Leased Premises is repaired to a substantially similar condition as existed prior to such event of casualty, damage or destruction as may be limited hereinabove.

G. TENANT'S RESPONSIBILITY FOR LOSS OR DAMAGE: In no event shall Tenant have the right to terminate this Lease pursuant to this Article if any casualty, loss or damage is directly or indirectly attributable to the acts or omissions of Tenant.

ARTICLE V  
UTILITIES

Tenant shall, during the term hereof, pay all charges for telephone, internet, gas, electricity, sewage, water, garbage and any other utilities or services used in or on the Leased Premises immediately on becoming due and shall hold Landlord harmless from any liability thereof.

#### ARTICLE VI WASTE AND NUISANCE

Tenant shall not commit, nor suffer to be committed, any waste on the Leased Premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Premises or use the Leased Premises for any unlawful purpose, nor shall Tenant permit the Leased Premises to be in violation of any regulation of any governmental body or authority. Tenant shall have no more than two (2) vehicles at any given time, for no more than a twenty four hour (24) consecutive period of time in the driveway of Leased Premises; unless special circumstances warrant it, including holidays, birthdays and any other acceptable dates approved by the Landlord.

#### ARTICLE VII REPAIRS

Tenant accepts the Leased Premises "as is." In the event that any problem arises for any repair of a problem that Tenant believes is the responsibility of Landlord, Tenant shall promptly notify Landlord.

Tenant agrees to keep the Leased Premises in good order and repair, reasonable wear and tear excepted. Tenant further agrees to keep the Leased Premises clean and free of trash, and to maintain the yard, landscaping, walkways, driveways, pavement and curbs in and about the Leased Premises. If Tenant neglects or refuses to do such maintenance, Landlord may perform such work on behalf of Tenant and Tenant will promptly, on demand, reimburse Landlord for the cost of such work.

#### ARTICLE VIII FIXTURES AND IMPROVEMENTS

Tenant shall have the right, if not in default, at any time, and from time to time during the term and any extended term hereof, at his sole cost and expense, to renovate and affix and install such property and equipment to, in or on the Leased Premises as he shall deem advisable, upon the written consent of the Landlord. Any such fixtures, equipment and other property installed in or affixed to or on the Leased Premises shall remain the property of the Tenant, and Landlord agrees that Tenant shall have the right, if not in default, at any time, and from time to time, to remove any and all such fixtures, equipment and other property; provided, however, that Tenant shall return the Leased Premises to the condition prior to the installation of such fixtures, equipment or other property through any and all necessary repair or refurbishment and provided further that any such fixtures, equipment or property not removed from the Leased Premises within 30 days after expiration or sooner termination of the term or extended term hereof shall be deemed to have been abandoned by Tenant and shall thereupon become the absolute property of Landlord without compensation to Tenant.

#### ARTICLE VIII QUIET POSSESSION

Landlord shall, on the commencement date of the term of this Lease as hereinabove set forth, place Tenant in quiet possession of the Leased Premises and shall secure him in the quiet possession thereof against all persons lawfully claiming the same during the entire lease term and each extension thereof.

ARTICLE IX  
HOLD OVER BY TENANT AND RIGHT OF LANDLORD TO TERMINATE

Should Tenant hold over at the expiration of the Lease term, Tenant shall be deemed a Tenant at Will, leasing on a month-to-month basis. The monthly rental during any such hold over period shall be the monthly rental paid for the last month of this lease, payable in advance on the first day of each month.

During any such hold over period, Landlord may terminate Tenant's tenancy at will upon 30 days written notice to Tenant whereupon Tenant agrees to surrender possession of the Leased Premises to Landlord.

Tenant hereby agrees that during any such hold over period, all other Articles of this Agreement shall continue in full force and effect as during the initial term provided, only that right of termination by Landlord shall be governed by this Article X.

ARTICLE X  
DEFAULTS AND REMEDIES

A. DEFAULT: The occurrence of any of the following events shall be deemed to be an event of default by Tenant under this Lease:

(1) If any installment of minimum rent or any other charge or payment due to Landlord pursuant to the terms hereof is not paid to Landlord within ten (10) days after same becomes due.

(2) Tenant shall fail to comply with any other term, provision, covenant or warranty made under this Lease by Tenant, and shall not cure such failure within (15) days after notice thereof to Tenant.

(3) Tenant shall abandon or vacate all or any portion of the Premises or fail to take possession thereof as provided in this Lease, or use the Premises for a purpose not permitted by this Lease.

(4) Tenant shall assign this Lease or sublet the Premises without Landlord's consent.

B. LANDLORD'S RIGHTS ON DEFAULT: Upon the occurrence of any of the aforesaid events of default, or upon the occurrence of any other default by Tenant under this Lease, Landlord shall have the option to pursue any one (1) or more of the following remedies without any notice or demand whatsoever:

(1) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may



be occupying said Premises or any part thereof, without being liable for prosecution or any claim of damages therefor, Tenant hereby agreeing to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to re-let the Premises on satisfactory terms or otherwise.

(2) Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, by force, if necessary, without being liable for prosecution of any claim for damages therefor, and if Landlord so elects, re-let the Premises on such terms as Landlord may deem advisable and receive the rent therefor, Tenant hereby agreeing to pay to Landlord on demand any deficiency between the rent hereunder and the avails of such re-letting.

(3) Landlord may do whatever Tenant is obligated to do by the terms of this Lease and seek reimbursement therefore if applicable.

C. EXPRESS WAIVER: The failure of Landlord to insist upon the Tenant's strict performance of any term, condition or covenant herein contained, shall not be deemed a waiver of any rights or remedies that such party may have, and shall not be deemed a waiver of any subsequent breach or default by that party in the performance of the terms, conditions and covenants herein. Notwithstanding the foregoing any acceptance by Landlord of a payment of rent shall not constitute a waiver of any other default, regardless of notice by Landlord of any such other default at the time of acceptance of such payment of rent.

D. REMEDIES: Pursuit by Landlord of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided or any other remedy provided by law or at equity, nor shall pursuit by Landlord of any remedy herein provided constitute (i) an election of remedies thereby excluding the later election of an alternate remedy, or (ii) forfeiture or waiver of any rent or other charges and assessments payable by Tenant and due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, covenants, warranties and provisions herein contained. No action taken by or on behalf of the Landlord shall be construed to be an acceptance of a surrender of this Lease. Forbearance by the Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. In determining the amount of loss or damage which Landlord may suffer by reason of termination of this Lease or the deficiency arising by reason by any re-letting of the Premises by Landlord as above provided, allowance shall be made for expense of repossession and any repairs or remodeling undertaken by Landlord following repossession, together with additional brokerage fees, if any. In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees to be fixed by the court in such action or proceeding.

E. CHECK CHARGES: Landlord shall charge of fee of \$25 for any check for rent returned for insufficient funds. Such charges shall be due on Landlord's demand and are in addition to other default rights and remedies of Landlord.

## ARTICLE XII ASSIGNMENT AND SUBLETTING

Tenant shall not, either voluntarily or by operation of law, assign, or transfer this Lease, or sublet the Leased Premises or any part thereof, or permit the Premises or any part thereof to be used for any purpose which would violate Article I above, without the prior written consent of Landlord in each instance. Any assignment, or subletting of this Lease or the Premises or any part hereof or thereof which is not in compliance with the provisions of this Article XIII shall be void and shall, at the option of the Landlord, terminate this Lease. The consent by Landlord to an assignment or subletting shall not be construed as relieving Tenant from obtaining the express written consent of Landlord to any further assignment or subletting or as releasing Tenant from any liability or obligation hereunder, whether or not then accrued.

## ARTICLE XII ACCESS BY LANDLORD

Landlord and its agents shall have the right to enter the Leased Premises at all reasonable times for the purpose of examining or inspecting the same, showing the same to prospective purchasers or tenants of the Premises, and making such alterations, repairs, improvements or additions to the Premises or the building of which they are a part as Landlord may deem necessary or desirable, whether or not required of Landlord hereunder. During the last three (3) months of the term, Landlord shall have the right to place upon the Premises "For Sale" or "For Rent" notice and signs that Tenant shall permit to remain thereon without interference.

## ARTICLE XIII SURRENDER OF PREMISES

At the termination of this Lease, Tenant shall surrender the Premises to Landlord in the condition to enable Landlord to immediately market the Premises for rent or sale. All areas of the Leased Premises shall be clean and free of rubbish.

## ARTICLE XIV NOTICES

Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, postage prepaid, return receipt requested, addressed to Tenant or to Landlord at the address noted beside the signature of the respective parties, as the case may be, and shall be deemed given and received on the date delivered or mailed. Either party may, by notice to the other, specify a different address for notice purposes. Upon Tenant's occupancy of the Leased Premises, either the Leased Premises or the address stated below shall constitute the Tenant's address for notice purposes, and a notice to either address shall be valid notice to Tenant.

## ARTICLE XV MISCELLANEOUS

A. TIME OF ESSENCE: Each of Tenant's covenants herein is a condition and time is of the essence with respect to the performance of every provision of this Lease, and the strict performance of each shall be a condition precedent to Tenant's rights to remain in possession of the Premises or to have this Lease continue in effect.

B. PARTIAL INVALIDITY: Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

C. DAMAGE OR THEFT OF PERSONAL PROPERTY: All personal property brought into the Leased Premises by Tenant or Tenant's invitees shall be at the risk of Tenant only, and Landlord shall not be liable for theft thereof or any damage thereto occasioned from any act of co-Tenants, occupants, invitees or other users of the Leased Premises, or any person. Tenant shall be responsible, at Tenant's expense, to carry such insurance against such risks as Tenant deems appropriate.

D. LANDLORD WARRANTY: The Landlord has not warranted that the Leased Premises is fit for any particular purpose and Tenant either under this Lease accepts the premises in an "as is" condition. Further, Tenant represents, acknowledges and warrants that Tenant has had ample time to review the subject premises prior to the execution of this Lease Agreement and is satisfied with said condition of the premises.

E. WAIVER: No waiver by Landlord of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act by Tenant shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act. No agreement to accept Tenant's surrender of the Leased Premises shall be valid unless in writing and signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys to the Premises prior to the termination of this Lease and the delivery of the keys to any such employee shall not operate as a termination of the Lease or surrender of the Leased Premises.

F. SUCCESSORS AND ASSIGNS: Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns.

G. HEADINGS; LANDLORD AND TENANT: The article and section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The terms "Landlord" and "Tenant", as used herein, shall include the plural as well as the singular, the neuter shall include the masculine and feminine genders.

H. NO ESTATE BY TENANT: This Lease shall create the relationship of Landlord and Tenant between Landlord and Tenant. No estate shall pass out of Landlord, and this Lease shall not be subject to levy and/or sale and shall not be assignable by Tenant except as provided in Article XIII hereof.

I. ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no prior agreement or understanding with regard to any such matter will be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest.

J. BROKERS: Tenant warrants that no broker, finder or real estate agent has had any involvement or participation in the negotiation or procurement of this Lease, nor has Tenant

used or engaged any broker, agent or finder with respect to this Lease. Tenant will indemnify and hold Landlord harmless from and against any claims of any broker, agent or finder against Landlord or any loss or cost as a result of the claim or demands any broker, agent or finder with respect to this Lease.

K. ACKNOWLEDGMENTS: The parties are executing this Lease voluntarily and without any duress or undue influence. The parties have carefully read this Lease and have asked any questions needed to understand its terms, consequences, and binding effect and fully understand them and have been given an executed copy.

L. GOVERNING LAW: This Lease shall be interpreted under and governed by the laws of the State of Georgia.

**IN WITNESS WHEREOF**, Tenant and Landlord have duly signed, sealed and delivered this Lease as of the date above written.

Signed, sealed and delivered this \_\_\_\_\_  
day of \_\_\_\_\_ 2021, in the presence of:

**TENANT:**

\_\_\_\_\_  
Notary Signature [Seal]

\_\_\_\_\_  
Signature

By: KIMBERLY SMITH

\_\_\_\_\_  
Witness

Its: TENANT

Mailing Address for Tenant:  
\_\_\_\_\_

Signed, sealed and delivered this \_\_\_\_\_  
day of \_\_\_\_\_ 2021, in the presence of:

**LANDLORD:**

\_\_\_\_\_  
Notary Signature [Seal]

\_\_\_\_\_  
Signature

By: MIKE EASON

\_\_\_\_\_  
Witness

Its: MAYOR

Address for Landlord:  
415 HWY 53 East, Suite 100  
Dawsonville, GA 30534



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7e

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SUBJECT: APPROVE RENEWAL OF 2021 IT SERVICE CONTRACT

CITY COUNCIL MEETING DATE: 03/15/2021

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

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

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

---

PURPOSE FOR REQUEST:

**TO APPROVE RENEWAL OF THE 2021 IT SERVICE CONTRACT WITH HALSKI SYSTEMS**

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HISTORY/ FACTS / ISSUES:

- **RECURRING MANAGED SERVICE CHARGES DIFFER SLIGHTLY FROM LAST YEAR; NET INCREASE IS APPROXIMATELY \$100 PER MONTH**
  - **ALL CONTRACT TERMS REMAIN THE SAME**
  - **FUNDS AVAILABLE IN FY 2021 BUDGET**
  - **STAFF REMAINS SATISFIED WITH THEIR SERVICE; THIS WILL BE THE 3<sup>RD</sup> YEAR WITH THIS COMPANY**
- 

OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly Banister, City Clerk

We have prepared a quote for you



## 1 Yr 24/7 MSP Renewal for City of Dawsonville

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Quote # 013413 Version 1

PREPARED FOR

City of Dawsonville



P: 770-536-2276 E: alex.burton@halski.com W: www.halski.com

Tuesday, March 02, 2021

City of Dawsonville  
Beverly Banister  
415 Hwy 53 #100  
Dawsonville, GA 30534  
clerk@dawsonville-ga.gov

Dear Beverly,

## Managed Services Proposal

### Proprietary Notice & Non-Disclosure Statement

By accepting this document, Client agrees that the information contained in this document is provided under an exclusive, perpetual non-disclosure agreement between Halski and Client and cannot be copied, transmitted, excerpted, or otherwise communicated to anyone without the prior written consent of Halski Systems LLC, ("Halski"). Client shall mean the Client shown on the accompanying Service Level Agreement (SLA) of the Client, executed by Client and Halski, by executing the SLA, agrees to all the terms and conditions of this Managed Services Proposal. "Services," as referred to in this document, shall mean those services to be performed by Halski for Client under the SLA, as defined in the SLA.

This package contains proprietary and trade secret information. All data furnished in connection with this package is intended for use in evaluating potential business opportunities with Halski Systems LLC and is considered proprietary information.

Intended recipients of this document shall have the right to duplicate, use, or disclose the data contained herein to the extent necessary to perform their duties in the interest of formulating a business relationship with Halski Systems LLC, **but may not disclose this information in order to obtain competitive quotes from other vendors.**

These restrictions do not limit the right to use information contained herein if said data is obtained from another source, without restriction. These restrictions apply to all media comprising this package.

### Statement of Confidentiality

This document contains trade secrets and information that is company sensitive, proprietary, and confidential, the disclosure of which would provide a competitive advantage to others. Therefore, this document shall not be disclosed, used, or duplicated, in whole or in part, for any purpose other than to evaluate the requirements herein.



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## Our Solution

### Halski's Proactive Managed Services:

**The Core Components that comprise our Proactive Managed Services package include:**

#### **Technical Account Manager/More Complex Issues:**

- Your technical account manager is your main point of contact and coordinates the different departments' efforts.
- Your Technical Account Manager will perform Quarterly Asset True-Ups to ensure your agreement is always up-to-date. Quarterly Asset True-Ups shall mean a review of the number of Client devices utilizing the Services and adjusting the monthly contractual billing accordingly, either down or up.

#### **Vendor Management:**

- Reap the benefits of a single point of contact for all your technology vendors.
- With our Vendor Management Program, you will only need to send a single Email, or make a quick phone call to open up a Trouble Ticket, and we will manage all Vendor issues to resolution for you. No matter what they are. No matter how many Vendors are involved.

#### **On-Site Support:**

- Should the issue be such that it cannot be resolved remotely, Halski dispatches a technician to your site.

#### **Flat Fee Billing:**

- Flat Rate Billing with no surprises with our Flat Rate Services all you need to do is send a single Email, or make a quick phone call to open a Trouble Ticket. We will manage the issue to resolution.
- Managed Device counts, security services and cloud services are billed for actual usage, and may change based on the needs and usage of the end user.

## How it Works

### The Halski process:

- When Halski engages with you, the first step is to assess the network, create network usage policies, and take all necessary steps to create standardization for ease of use and administration. We want to make the network easy to use for you and easy to manage for us.
- We then install our management agents. The management agent constantly performs checks on the devices and alerts the engineers at Halski's Technical Assistance Center, who in turn, proactively take appropriate steps to prevent the potential issue from becoming problem.
- Using the software tools in the management agent, the engineers at Halski's Technical Assistance Center perform preventive maintenance tasks such as deploying anti-virus updates, patches, removal of spyware, "cleaning" of machines, tuning of servers, updating firewall rules and much more to keep the client's network running optimally.





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**Managed Services Agreement  
Appendix A**

**Response and Resolution Times**

The following table shows the targets of response and resolution times for each priority level:

Trouble	Priority	Response time (in hours) *	Escalation threshold (in hours)
Service not available (all users and functions unavailable).	1	Within 30 minutes	30 Minutes
Significant degradation of service (large number of users or business critical functions affected)	2	Within 1 hour	1 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 4 hours	2 hours
Small service degradation (business process can continue, one user affected).	4	Within 8 hours	8 hours

As the escalation threshold is reached, the next Tier of support shall be brought in to resolve the issue.

**Support Tiers**

The following details and describes our Support Tier levels:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, and the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 <sup>rd</sup> Party (Vendor) Support Engineers to resolve the most complex issues. In the event Halski determines remote resolution is not



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possible, it will provide onsite support.

**Managed Services Agreement  
Appendix B (cont.)**

**Service Rates**

Labor	Rate
Remote Workstation Management/TAC Team 7x24x365	INCLUDED
Remote Network Management 7x24x365	INCLUDED
Remote Server Management 7x24x365	INCLUDED
24x7x365 Network Monitoring	INCLUDED
8am-5pm On-site Labor	AS NEEDED
After Hours On-site Labor	AS NEEDED
Project Labor	\$100-\$150/hour

**Key Client Commitments:**

The following key client commitments are necessary to the development of our work plan and the performance of Halski in our agreement. All fees and expenses set forth in this section are, therefore, contingent upon the accuracy of these client commitments and are subject to change in the event that client does not meet these commitments. Therefore, Client should verify the accuracy of pricing by carefully reviewing the following commitments:

- Client will work closely with Halski, providing necessary personnel and timely responses in the development of the deliverables.
- Client personnel with decision-making authority will respond as necessary in order to complete the identified tasks.
- Client will make a knowledgeable employee readily available to Halski during all down-time or trouble situations.
- Halski Systems LLC will not be held responsible for delays in the time table due to the unavailability of information or resources from Client.
- Upon request, Client will provide timely and accurate information related to the success of this maintenance contract.
- In order to ensure project success in a timely manner, Client will provide timely access to all necessary client resources and project team.



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- A client recognizes that requested upgrades and additions, which fall outside this Contract, will be billed at a rate determined on a separate project basis. This will include, but not be limited to, network infrastructure upgrades, office moves, network moves, or similar changes to the network.
- Client recognizes that this Contract is a labor-only contract for repair and maintenance and does not cover hardware or software (unless otherwise specified). All hardware that is necessary in order to repair Client's infrastructure will be paid for separately, outside of this contract.
- Client agrees to designate a point of contact with responsibility and authority for review and approval of deliverables under this Contract.
- Client end users will allow Halski Systems LLC personnel access to desktops and servers in a timely fashion. If access is denied by the end user, the ticket ("ticket" shall mean a call to the TAC team or an electronically opened ticket at the TAC site) will be resubmitted to the ticketing queue. The ticketing queue will be responded to, first in first out, unless assigned a higher priority by the manager. If access is denied three times the ticket may be closed.
- Client will provide a work area and access to systems and personnel as jointly agreed upon by Client and Halski Systems, LLC (hereinafter "the Parties"). Since time is a critical factor in this contract, Client will have the work area and access to systems and personnel available to Halski Systems, LLC as soon as possible.
- Client is required to have a current support, or maintenance contract on all software/hardware supplied by client. All licensing, install media, upgrades, maintenance cost of third party software is not included in this agreement. Halski will support 3rd party software/hardware on a best effort basis as long as it is supported under a maintenance agreement. This does not include modifications to application, database and software upgrades, etc.

#### Halski Systems LLC Responsibilities

- Halski Systems LLC agrees to assign necessary personnel in order to project manage all activities of this Contract and to serve as the primary point of contact with the Client team.
- Halski Systems LLC will provide progress reports on the status of all work in progress on a regular basis.
- Halski Systems LLC will inform Client of any delays, as well as all alternatives to resolving delays, as soon as is reasonably possible.
- Halski Systems will assure project management during the contract term and will provide proper reporting on time used on behalf of client.

#### **Trouble tickets Process:**

##### **TAC Team:**

The TAC Team (Help Desk) services will be available 24x7x365. Simply call 770-536-2276, or Toll Free 866-260-4457, option 1 to speak with a TAC Team technician, email ticket request to TAC@halski.com.

##### **Call backs:**

On a call back, the Engineer Team will leave a voicemail for the client. If the call is not returned the Engineer will make at least 3 additional attempts to contact the client. If the client has not responded to the Engineer after the third attempt, the ticket will be marked completed.



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## General Terms of Agreement

**1.0 Term.** This Agreement is effective upon the date signed, and shall remain in force for a period of (1) one year. The Service Agreement will automatically renew for subsequent (1) one year terms beginning on the day immediately following the end of the preceding Term unless either party gives the other notification of non-renewal not less than 60 days and not more than 120 days before the end of the initial term or any renewal term.

**2.0 Termination for Cause.** This Agreement may be terminated for Cause by either Party (the Parties to this Agreement are Halski Systems, LLC (Halski) and the Client shown on the execution page of this Agreement (Client)) upon thirty (30) days' written notice in the following circumstances:

a. By Client. To terminate your account based upon Halski's material breach of the terms of this Agreement, Client must provide to Halski, as described in section 9.0 of this Agreement (titled "Notices"), a complete description of Halski's alleged breach and allow Halski 30 days to cure any such breach to within the requirements of this Agreement. If the breach is not cured within 30 days of that notice from Client (or, if the cure is such that it cannot be completed in 30 days, and Halski does not both commence the cure within the 30 days and consistently pursue it to completion), then this Agreement shall be terminated. Notwithstanding the foregoing, termination "for cause" by Client under the provision of this Section 2.0a shall not be applicable in the event that any such alleged breach is a direct, proximate, and exclusive result of external circumstances beyond Halski's control, or due to negligent, willful misconduct, or breach of this agreement by Client.

b. By Halski. Halski may terminate this agreement and all services to Client upon 30 days' notice (termination for cause) for any material breach of this Agreement by Client, which includes but is not limited to failure to make payment when due, violation of our acceptable use or email use policy; or any other breach of this Agreement which remains uncured beyond sixty (60) days after notice of breach; or Client failure to provide and keep current all administrative contact and billing information. If Halski terminates this Agreement for cause under this paragraph, Halski is not obligated to refund any fees. Termination for cause will not cancel or waive any fees owed to Halski under the Agreement through the Term.

c. Termination by Client with Fee. If Client cancels this Agreement for any other reason than for cause, Client must: Provide Halski at least 30 days' prior written notice of the termination and, with such notice, pay Halski a termination fee (the "Termination Fee") equal to the average of the monthly payments made under the Agreement multiplied by the lesser of 24 months or the number of months remaining in the Initial Term or any Renewal Term. Client data must be removed from the resources by the Termination date. The Termination Fee is not intended to and shall not serve as a penalty. The Termination Fee is intended as liquid damages which the parties agree is a reasonable and good-faith approximation of damages which will be incurred by Halski in the event of an early Termination of this Agreement without cause, and which would otherwise be difficult or impossible to calculate. The Termination does not represent Halski's sole or exclusive remedy if Client should Terminate this Agreement without cause and shall not serve as a waiver of any other damages to which Halski may be entitled to seek recovery.

d. Effect of Termination. Upon Termination or expiration of this Agreement, all rights and obligations hereunder shall immediately cease (including any of Halski's obligation to back-up Client's data), except such Termination shall not terminate, limit, or restrict the rights and remedies of either Client or Halski to redress for the other's breach or violation (which remedies are cumulative), and (i) any amounts owed to Client or Halski under this Agreement before such Termination or expiration shall be immediately due and payable, and (ii) Client shall promptly discontinue using the Services and shall cease to have access to the Services. Halski will assist client in the orderly Termination of services, including timely transfer of the services to another designated provider. Transition to another provider must be completed before this agreement terminates. If Client does have another provider or they do not meet or will not meet the deadline for transitioning Client's account, Halski will provide Client with a copy of Client's data upon 14 days' advance written request. All requests must be in the form of a written request, as described in the section of this agreement (titled "Notices"). Client agrees to pay Halski for rendering such assistance at current hourly support rates plus hardware costs. Client data and account settings shall be irrevocably deleted immediately upon Termination, including but not limited to, server and desktop content, web site content, databases, and e-mail messages.

e. Refunds/Fees for Termination by Client Without cause. Fees for non-recurring services and set up fees shall not be refunded. Any fees previously waived or discounts applied may be reinstated if you terminate the account during the term or if you breach this Agreement.



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### 3.0. Billing and Payments

a. Standard Hardware/Software/Licensing products (non-MSP) will be invoiced upon delivery to Halski. Payments are due 30 days following invoice date, unless otherwise specified. Late fees of 5% of the amount past due will be assessed on all late payments.

b. Halski at its sole discretion and without waiving other rights or remedies it may have, may suspend, interrupt, or disconnect Cloud Hosting Services under this Agreement if payment is not received within 45 days of due date. Suspended accounts will be charged a \$750 reinstatement fee.

c. If there are any questions relating to the Services or the charges, we will be pleased to discuss them with you at the earliest possible time after you have been billed. Accordingly, we must receive notice of billing disputes within thirty (30) days of the date your account was invoiced for the Services or you shall be deemed to have finally and irrevocably accepted such charges and waived any right to dispute them.

d. Assignment. Neither this Agreement nor any rights or obligations of Halski here under may be assigned, sold, or otherwise transferred by Client in whole or in part (including by merger, reorganization, consolidation, sale of all or any portion of the assets of Client or change in control of Client) without the prior written approval of Halski. For the purposes of the Section 3.0, a change control means a change in the persons or entities who control fifty (50%) or more of the equity securities or voting interest of Client as of the date of this Agreement. Client agrees and acknowledges that Halski may, in its sole discretion, assign this Agreement and any of its rights or obligations to any affiliate of the Halski or successor in interest.

### 4.0. Taxes

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Halski for the state of use.

### 5.0. Representations and Warranties

a. Mutual Representations. Client and Halski represent and warrant to the other that:

1. Each has full power and authority and the legal right and capacity to enter into this Agreement and to perform its obligations hereunder.
2. The execution and delivery of this Agreement and the performance of its obligations hereunder do not conflict with or constitute a default under any applicable laws or contract to which either is a party.

b. Client Representations. Client represents and warrants that:

1. Client holds title to or is otherwise authorized to use Client's domain name
2. Client and its authorized users will not knowingly or negligently transmit through, or place on, Halski's servers any material, data, software or products placed on our servers that contain any malicious code (including without limitation, disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, computer viruses and mechanisms that may disable or negatively impact the servers) or other computer programming defects
3. Client and each authorized user will comply with all applicable laws
4. Client and each authorized user will not transmit any bulk e-mail or spam, any content that infringes any intellectual property rights of any third party, any threatening or obscene materials, or any defamatory, libelous, or other actionable content or statements
5. The person signing this Agreement has the authority to bind you to its terms and conditions.

c. Halski Representations. Halski represents and warrants that:

1. The work performed by us under this Agreement will be performed in a professional and workmanlike fashion according to prevailing industry standards. The products provided by us will not knowingly infringe upon the intellectual property of any third party.

### 6.0 Disclaimer of Warranties; Limitation of Damages

a. The express, but limited, warranties in section 5.0, above, are in lieu of all other warranties, express, implied or statutory, regarding the services to be provided under this Agreement and, except for those warranties set forth in Section 5.0 above, Halski and our affiliates specifically disclaim all other warranties of any kind, whether express or implied, including, but not limited to all warranties of merchantability, fitness for a particular purpose, title and non-infringement, any warranties arising from course of





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dealing, course of performance or trade usage, any warranty against interference with Client enjoyment of the information, any warranty against infringement regardless of whether the action arose inside or outside the United States, any warranty against inaccuracy, any warranty of systems integration, or any warranty that Halski's obligations under this agreement will fulfill any of Client's particular purposes or needs.

b. Subject to the warranties contained in section 5.0 above, we provide the services as-is. Client acknowledges that there is no warranty of uninterrupted or error-free service or accuracy or reliability, beyond those specifically provided for in section 5.0 above.

c. HALSKI AND OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER DIRECT OR INDIRECT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR OTHER TORTS), EVEN IF HALSKI HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF DIRECT DAMAGES IS NOT A SATISFACTORY REMEDY. HALSKI AND OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY LOST REVENUE OR FOR ANY LOST PROFITS. HALSKI AND OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY LOST, IMPROPERLY ACCESSED, OR DAMAGED CONFIDENTIAL INFORMATION OR DATA (INCLUDING CUSTOMER DATA OR INFORMATION RELATING TO END USERS), UNLESS STEMMING DIRECTLY, PROXIMATELY, AND EXCLUSIVELY FROM OUR NEGLIGENT OR INTENTIONAL WRONGDOING, INCLUDING LOSS FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR DIRECTORIES, LOSS OF DATA, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.

d. CLIENT ACKNOWLEDGES AND AGREES CLIENT HAS RELIED ON NO WARRANTIES EXCEPT HALSKI'S LIMITED EXPRESS WARRANTY IN SECTION 5.0 ABOVE.

e. Client agrees that the total liability of Halski and our Affiliates and the sole remedy of Client and any authorized user for any claims regarding the Services is limited to the credits set forth in the Service Level Agreement or credits equal to the amount of damage incurred as a result of Halski's breach of the warranties contained in section 5.0, above. Notwithstanding the foregoing, Halski's cumulative and/or aggregate liability in connection with this Agreement and the Services, whether in contract, tort or otherwise, shall not exceed the equivalent of the amount paid to Halski under this Agreement during the six months preceding the events giving rise to such liability. The existence of more than one claim shall not enlarge that limitation of liability.

f. Halski is not obligated to exercise any control over the content of the information passing through our network except those controls expressly provided in this Agreement.

## 7.0. Indemnity

a. Halski Indemnity. Halski shall indemnify, defend, and hold Client, its, directors, officers, members, shareholders, managers, employees, agents representatives, subsidiaries and affiliates, harmless against claims, suits, losses, liabilities, costs, and expenses (including, but not limited to, attorneys' fees and court costs) based upon any third party claim that Halski's technology used to provide the Services infringe or misappropriate any patent, copyright, trade secret or trademark of such third party. Notwithstanding the foregoing, in no event shall Halski have any obligations or liability under this Section arising from: (a) use of any Services in a modified form or in combination with materials not furnished by us, and (b) any content, information or data provided by Client or through Client.

b. Client Indemnity. Client shall indemnify, defend, and hold Halski and its directors, officers, members, shareholders, managers, employees, agents, representatives, subsidiaries and affiliates, harmless against any claim, suit, losses, liabilities, costs, and expenses (including, but not limited to, attorneys' fees and court costs) based upon any third party claim (a) based on or arising from a breach of Client's representations, covenants and agreements hereunder, (b) arising out of Client's sale or Client's use, (including use by persons claiming through Client, such as End Users) of Services in violation of the Agreement.

c. Indemnification Conditions. An Indemnitee seeking indemnification pursuant to the prior paragraph shall (i) promptly notify the indemnitor in writing of the claim for which indemnification is sought; (ii) make a reasonable effort to provide the indemnitor with the information and material in indemnitee's possession regarding the claim, (iii) furnish the indemnitor such assistance as indemnitor may reasonably request in connection with the investigation, settlement and defense of the claim; (iv) grant the indemnitor sole control over the resolution of the claim (including, if applicable, the defense and settlement of it); provided, however (a) Indemnitee may participate in such resolution at indemnitee's option and expense, and (b) indemnitor shall not resolve or settle any claim in any manner without indemnitee's prior written consent, which consent shall not be unreasonably withheld or delayed, unless such resolution is solely for the payment of money and includes a full and unconditional release of the indemnitee. Indemnitor shall not be liable hereunder for any settlement entered into by Indemnitee without Indemnitor's prior written consent, which consent shall not be unreasonably withheld or delayed.

## 8.0. Confidentiality



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a. Confidential Information Defined. As used in the Agreement, "Confidential Information" means (a) the terms and conditions of this Agreement; (b) each party's trade secrets, current or future business plans, strategies, opportunities, methods and/or practices; and (c) other information relating to either party that is not generally known to the public, including information about either party's personnel, customer, designs, protocols, know-how, processes, costs, prices, finances and research and development. In addition, each party agrees that all processes and protocols provided by the other party hereunder are Confidential Information of such other party. Confidential Information specifically excludes (i) information that is now in the public domain or subsequently enters the public domain by publication or otherwise through no action or fault of the other party; (ii) information that is known to either party without restriction, prior to receipt from the other party under the Agreement, from its own independent sources as evidenced by such party's written records, and which was not acquired, directly or indirectly, from the other party; (iii) information that either party receives from any third party reasonably known by such receiving party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; and (iv) information independently developed by a party's employees or agents; provided that such party can show that those same employees or agents had no access to or use of the Confidential Information received hereunder.

b. Mutual Non-Disclosure. Each party agrees and acknowledges that, as a result of negotiating, entering into and performing the Agreement; such party has and shall have access to certain of the other party's Confidential Information. Each party also understands and agrees that misuse and/or disclosure of that information could adversely affect the other party's business. Accordingly, the parties agree that each party shall (i) use and reproduce the other party's Confidential Information only for the purposes of the Agreement and only to the extent necessary for such purpose; (ii) restrict disclosure of the other party's Confidential Information to its employees, consultants or independent contractors with a need to know; and (iii) not disclose the other party's Confidential Information to any third party without prior written approval of such other party. Notwithstanding the foregoing, it shall not be a breach of the Agreement for either party to disclose Confidential Information of the third party if required to do so under law or in a judicial or other governmental investigation or proceeding, provided the other party has been given prior notice and the disclosing Party has sought all reasonably available safeguards against widespread dissemination prior to such disclosure.

## 9. General

a. Governing Law. This Agreement shall be governed by the laws of the State of Georgia.

b. Entire Agreement. It constitutes the entire Agreement between Customer and Service Provider regarding all relevant aspects of the subject matter of this Agreement and supersedes all prior understandings and agreements, if any and whether oral or in writing, between you and us regarding such subject matter.

c. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any other person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby if the essential provisions of this Agreement for each party remain valid, binding and enforceable.

d. Waiver; Modification. The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement. The waiver by either or both parties of the time for performing any act under this Agreement shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law or in equity, and the provision in this Agreement for any remedy shall not exclude other remedies unless they are expressly excluded.

e. Force Majeure. If the performance of this Agreement of any obligation other than a monetary obligation (e.g., your obligation to pay us for the Services) is prevented, restricted, or interfered with by reason of fire or other casualty or accident; terrorism, power outage, strike(s) or labor dispute(s); inability to procure raw material power or supplies on commercially reasonable terms after commercially reasonable efforts; war or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government, government's agency, or inter-governmental body; or any other act or condition whatsoever beyond the reasonable control of the parties hereto, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interferences; provided that the party so affected shall use its best efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder with the utmost dispatch whenever such causes are removed; and, provided further, that no such occurrence shall extend the term of this Agreement. The failure of a third-party service provider of either Client or Halski to perform its contractual obligations shall not be



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deemed to be a cause beyond Client's or Halski's reasonable control, unless such failure is caused by a force majeure event.

f. Notices. All notices and demands which any party is required or desires to give to another shall be given in writing by United States registered or certified mail, return receipt requested, by personal delivery, by telegram or by express courier service, or electronic facsimile to the address in the Facing Page. Either party may update our address at any time. Subject to the next sentence, all notices and demands given by mail shall be effective on the second business day after mailing; all notices and demands otherwise given as provided above shall be effective upon receipt by the party to whom notice or a demand is being given. The rejection or other refusal to accept a notice, or the inability to deliver a notice because of a change of address where no notice was given hereunder of such change in address for purposes of notices and demands hereunder, shall be deemed to be receipt of the notice sent, and such notice shall be effective as of the date the notice was sent or given.

g. Relationship of Parties. Neither party is granted any right or authority to assume or create any obligation or responsibility on the other party's behalf, nor is a party in any way liable for any of the other party's debt or any of the other party's obligations to a third party (with Reseller's obligations to Customer being such an obligation to a third party). Halski's and Client's relationship is that of parties commercially contracting for services on an independent contractor basis.

h. Remedies. The rights and remedies of each party under this Agreement are cumulative. Notwithstanding any other provision of this Agreement, the parties agree a breach by that party under this Agreement shall cause irreparable harm for which recovery of money damages would be inadequate and that, in addition to any and all remedies available at law, the other party shall be entitled to seek timely injunctive relief to protect their rights under this Agreement.

i. Attorneys' Fees. If any action litigated or otherwise, is necessary to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, related expenses, and costs, in addition to any other relief to which it may be entitled.

j. Assignment. Neither this Agreement nor any rights or obligations of Halski hereunder may be assigned, sold, or otherwise transferred by Client in whole or in part (including any merger, reorganization, consolidation, sale of all or any portion of the assets of Customer or change in control of Client) without the prior written consent of Halski. Client agrees and acknowledges that Halski may, at its sole discretion, assign this Agreement and any of its rights or obligations to any affiliate of Halski or successor in interest.

#### **10. No Recruiting or Hiring of Employees/Personnel**

During the Term of this Agreement and for a period of two (2) years thereafter, neither the Client nor HALSKI, shall in any manner directly or indirectly solicit, recruit, or engage in passive hiring efforts, attempt to recruit, hire or attempt to hire any employee or consultant of the other party. Employee or consultant shall include any person who has worked as an employee, independent contractor, or consultant for a party within 6 months of the date of hire by the other party. The Parties recognize that no remedy at law for damages may be adequate to compensate the injury to the non-breaching Party as a result of a breach of the provisions of this Section 10.0 and, therefore, the Parties agree that the non-breaching Party shall be entitled to temporary and permanent injunctive relief against the initiating Party. Such relief shall not limit any other remedies, including a suit for money damages that the Parties may have as a result of the other Parties failure to strictly comply with the provisions of this Section. Notwithstanding the prohibition contained herein, if Client wishes to hire a Halski employee or consultant, Client may hire such person upon payment to Halski of 25% of the former employee's or consultant's Total Compensation paid by Halski to the employee or consultant in the 12 months prior to his or her departure. "Total Compensation" shall mean all payments of salary, wages, employer share of taxes, employer share of fringe benefits, and any bonus or independent contractor payments made during the 12-month period, whether paid to the person as an employee, independent contractor, or through a wholly owned company of such person.

A handwritten signature in black ink, appearing to be "JB", enclosed within a hand-drawn oval.








P: 770-536-2276 E: alex.burton@halski.com W: www.halski.com

Alex Burton  
Strategic Account Manager  
Halski Systems





P: 770-536-2276 E: alex.burton@halski.com W: www.halski.com


### Software Services

Description	Recurring	Qty	Ext. Recurring
SK26431 Office 365: Exchange Online Plan 1 	\$4.00	12	\$48.00
SK26438 Microsoft 365: Business Basic (formerly Business Essentials) 	\$5.00	1	\$5.00
SK26439 Microsoft 365: Business Standard (formerly Business Premium) 	\$12.50	11	\$137.50
Recurring Subtotal:			\$190.50




### Security Services

Description	Recurring	Qty	Ext. Recurring
Mimecast_S2 Mimecast S2, per user, per month 	\$3.50	24	\$84.00
DropSuite_Archive DropSuite Backup + Archiving (per seat, per month) 	\$4.00	24	\$96.00
Recurring Subtotal:			\$180.00




### Cloud Services

Description	Recurring	Qty	Ext. Recurring
Hosted Backups Halski Cloud Hosted Backups, per GB 	\$0.50	951	\$475.50
Recurring Subtotal:			\$475.50

## Managed Services


Description	Recurring	Qty	Ext. Recurring
<p>Managed Workstation</p>  <p>Managed Workstation (Desktop/Laptop)</p> <ul style="list-style-type: none"> <li>- Unlimited Phone Support</li> <li>- Unlimited Remote-Control Support</li> <li>- Online Trouble Ticket Management</li> <li>- Microsoft Patch Management</li> <li>- Antivirus Software Management &amp; Updates</li> <li>- Antimalware Software Management &amp; Updates</li> <li>- Security Essentials Package Includes:               <ul style="list-style-type: none"> <li>● Managed Anti-Virus</li> <li>● Managed Anti-Malware</li> <li>● Cisco Umbrella</li> <li>● ThreatAdvice: Cybersecurity Employee Training</li> </ul> </li> </ul>	\$60.00	22	\$1,320.00
<p>Managed Access Points</p>  <p>Managed Access Points</p> <ul style="list-style-type: none"> <li>- Unlimited Remote Control Support</li> <li>- Online Asset Management</li> </ul>	\$15.00	4	\$60.00
<p>Managed Physical Server</p>  <p>Managed Physical / Onsite Server</p> <ul style="list-style-type: none"> <li>- Unlimited Phone Support</li> <li>- Unlimited Remote Control Support</li> <li>- Microsoft Patch Management</li> <li>- Event Log Monitoring</li> <li>- Drive Space Monitoring</li> <li>- User Account Administration</li> <li>- File Sharing Permission Administration</li> <li>- Online Trouble Ticket Management</li> <li>- Security Essentials Package Includes:               <ul style="list-style-type: none"> <li>● Managed Anti-Virus</li> <li>● Managed Anti-Malware</li> <li>● Cisco Umbrella</li> </ul> </li> </ul>	\$260.00	1	\$260.00

### Managed Services

Description	Recurring	Qty	Ext. Recurring
<b>Managed Hosted Server</b>  Managed Hosted / Virtual Server - Unlimited Phone Support - Unlimited Remote Control Support - Microsoft Patch Management - Event Log Monitoring - Drive Space Monitoring - User Account Administration - File Sharing Permission Administration - Online Trouble Ticket Management - Security Essentials Package Includes: <ul style="list-style-type: none"> <li>● Managed Anti-Virus</li> <li>● Managed Anti-Malware</li> <li>● Cisco Umbrella</li> </ul>	\$160.00	1	\$160.00
<b>Managed Switches</b>  Managed Switches - Unlimited Remote Control Support - Online Asset Management	\$25.00	2	\$50.00
<b>Managed Firewalls</b>  Managed Firewalls - Unlimited Remote Control Support - Online Asset Management	\$100.00	1	\$100.00

Recurring Subtotal: \$1,950.00

### 7 x 24 Services

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
<b>7x24x365TAC 7 x 24 Services Uplift</b> 	\$0.00	\$0.00	1	\$0.00	\$0.00



P: 770-536-2276 E: alex.burton@halski.com W: www.halski.com

## 1 Yr 24/7 MSP Renewal for City of Dawsonville



Prepared by:  
Halski Systems  
Alex Burton  
770-536-2276  
alex.burton@halski.com

Prepared for:  
City of Dawsonville  
415 Hwy 53 #100  
Dawsonville, GA 30534  
Beverly Banister  
(706) 265-3256  
clerk@dawsonville-ga.gov

Quote Information:  
Quote #: 013413  
Version: 1  
Delivery Date: 03/02/2021  
Expiration Date: 03/31/2021

### Recurring Expenses Summary

Description	Amount
Software Services	\$190.50
Security Services	\$180.00
Cloud Services	\$475.50
Managed Services	\$1,950.00
<b>Recurring Total:</b>	<b>\$2,796.00</b>

**CONFIDENTIALITY:** This document contains trade secrets and information that is company sensitive, proprietary, and confidential, the disclosure of which would provide a competitive advantage to others. Therefore, this document shall not be disclosed, used, or duplicated, in whole or in part, for any purpose other than to evaluate the requirements herein.

**PROPRIETARY NOTICE:** By accepting this document, Client agrees that the information contained in this document is provided under an exclusive, perpetual non-disclosure agreement between Halski and Client and cannot be copied, transmitted, excerpted, or otherwise communicated to anyone without the prior written consent of Halski Systems LLC, ("Halski"). Client shall mean the Client shown on the accompanying Service Level Agreement (SLA) of the Client, executed by Client and Halski, by executing the SLA, agrees to all the terms and conditions of this Managed Services Proposal. "Services," as referred to in this document, shall mean those services to be performed by Halski for Client under the SLA, as defined in the SLA.

- This package contains proprietary and trade secret information. All data furnished in connection with this package is intended for use in evaluating potential business opportunities with Halski Systems LLC and is considered proprietary information.
- Intended recipients of this document shall have the right to duplicate, use, or disclose the data contained herein to the extent necessary to perform their duties in the interest of formulating a business relationship with Halski Systems LLC, but may not disclose this information in order to obtain competitive quotes from other vendors.
- These restrictions do not limit the right to use information contained herein if said data is obtained from another source, without restriction. These restrictions apply to all media comprising this package.

**PAYMENT TERMS:** Standard Hardware/Software/Licensing products (non-MSP) will be invoiced upon delivery to Halski. Payments are due 30 days following invoice date, unless otherwise specified. Late fees of 5% of the amount past due will be assessed on all late payments. It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Halski for the state of use. All sales are final unless otherwise specified.



P: 770-536-2276 E: alex.burton@halski.com W: www.halski.com

## Halski Systems

## City of Dawsonville

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

A handwritten signature in black ink, appearing to be "AB", enclosed in a hand-drawn oval.

Name: Alex Burton

Title: Strategic Account Manager

Date: 03/02/2021

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

Name: Beverly Banister

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

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



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 8

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SUBJECT: EMPLOYEE RECOGNITION

CITY COUNCIL MEETING DATE: 03/15/2021

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

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

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

---

PURPOSE FOR REQUEST:

**TO RECOGNIZE AND PRESENT THE 2021 EMPLOYEE OF THE YEAR AND MARCH SERVICE AWARDS**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager



# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 9

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SUBJECT: ZA-C2100100A

CITY COUNCIL MEETING DATE: March 15, 2021

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

- Funds Available from: \_\_\_\_\_ Annual Budget: \_\_\_\_\_ Capital Budget \_\_\_\_\_ Other \_\_\_\_\_
- Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund: \_\_\_\_\_ General Fund \_\_\_\_\_
- 

#### PURPOSE FOR REQUEST:

Saara Mariah Qureshi has requested a zoning amendment for Tract B of TMP 092B 006 004 Located at LL 375 4<sup>th</sup> district consisting of 1.71 acres from R1 (Restricted Single-Family Residential District) to HB (Highway Business District). Public Hearing Dates; Planning Commission on February 08, 2021 and City Council on March 1, 2021. **City Council for a decision on March 15, 2021.**

#### HISTORY/ FACTS / ISSUES:

- Tract was annexed and zoned from Dawson County RA to City R1 (Restricted Single Family Residential District) January 8, 2007.
  - Subject property adjoins City zoned R1 (Restricted Single Family Residential District) on the north and west and LI (Light Industrial District) on the south side. Subject property adjoins City zoned R1 (Restricted Single Family Residential District) and HB (Highway Business District) on the east side.
  - 2018 Dawsonville Comprehensive Plan shows this parcel within a Residential character area.
  - Outdoor Storage component will require approval or denial as a conditional use.
  - Planning Commission denied the requested zoning amendment on 02.08.2021.
- 

#### OPTIONS:

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#### RECOMMENDED SAMPLE MOTION:

Approve, Deny or Postpone

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DEPARTMENT: Planning and Zoning

REQUESTED BY: David Picklesimer



415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
[www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)

Date: February 9, 2021

To: Mayor Mike Eason  
& City of Dawsonville Council

Reference: **ZA/VA C2100100A** Saara Mariah Qureshi Perimeter Road Development

Mr. Mayor and Council,

The City of Dawsonville Planning Commission held a public hearing on 2/8/2021. The applicant requested a zoning amendment of TMP 092B 006 004 located at LL 375 4<sup>th</sup> district consisting of 1.71 acres. The applicant requested to rezone tract B from R1 (Restricted Single Family Residential District) to HB (Highway Business District) for outdoor storage and mini storage units. The applicant requested a setback reduction from 40 feet to 20 feet, buffer reduction 30 feet to 10 feet and waiver of the 60,000.00 fire line connection fee.

Planning Commission denied the requested zoning amendment.

Planning Commission denied the variances for a setback and buffer reduction and approved the reduction related to the fire line connection fee.

Amy Mulberry located at 586 Perimeter Road spoke in opposition.

If the zoning amendment is approved the City Planning Department request approval or denial of the outdoor storage component as a conditional use.

  
David Picklesimer  
Planning Director

415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



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

1/21/2021

To: City of Dawsonville Planning Commission, Mayor and Council Members

Reference: ZA-VA C2100100A Planning and Zoning Department Summary

The Planning and Zoning Department has provided the following pertinent information to help you decide on this request:

**BACKGROUND**

1. Property is in Post 3 John Walden and Sue Theisen district.
2. This tract was Annexed and Zoned from Dawson County RA to City R1 (Restricted Single Family Residential District) January 8, 2007.
3. The subject property adjoins City zoned R1 (Restricted Single Family Residential District) on the north and west and LI (Light Industrial District) on the south side. Subject property adjoins City Zoned R1 (Restricted Single Family Residential District) and HB (Highway Business District) on the east side.
4. City water infrastructure is located on Perimeter Rd.
5. 2018 Dawsonville Comprehensive Plan shows this parcel within a Residential character area.
6. If rezoning is approved the Planning Department request the Outdoor Storage component be approved or denied as a conditional use per Zoning Article XXIV Sec 2403.4.
7. The requested variance to Article VIII Sec 802.1 reduced side set back and the buffer reduction location abutting existing City R1(Restricted Single Family Residential District) Tract C is currently owned by the same owner.
8. The variance request to waive the fees in Chapter 2 Article IV Sec 2-110 section 7 14-23(a) Water service connection fee is currently under review by City staff. Staff is going to present a revised connection fee schedule for fire suppression and firefighting water line connections to the Mayor and City Council for consideration.

  
David Picklesimer  
Planning Director





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

**Zoning Amendment Application**

Request # ZA- C2100100A  Condition/Stipulation Change  
 Original ZA # \_\_\_\_\_

Applicant Name(s): Saara M. Qureshi

Address: 622 Alder Circle City: Dawsonville Zip: 30534

Phone: 404-514-2532 Cell Phone: [REDACTED]

Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

Property Address: Perimeter Rd., Dawsonville, GA 30534

Directions to Property from City Hall: SR9 North, left on Perimeter Rd., vacant property on left

Tax Map # 092B Parcel # 092B 006 004 Current Zoning\*: R-1

Land Lot(s): 375 District: 4th Section: 1st

Subdivision Name: n/a Lot # n/a

Acres: 1.71 ac Current Use of Property: undeveloped/vacant

Has a past Request of Rezone of this property been made before? no If yes, provide ZA # n/a

**The applicant request:**

Rezoning to zoning category: HB Special Use permit for: Outdoor storage

Proposed use of property if rezoned is: Outdoor storage & mini-storage

If Residential: # of lots proposed n/a Minimum lot size proposed n/a (Include Conceptual Plan)

Is an Amenity area proposed n/a; if yes, what n/a

If Commercial: Total Building area proposed n/a (Include Conceptual Plan)

Existing Utilities: (utilities readily available at the road frontage)  Water n/a  Sewer  Electric  Natural Gas

Proposed Utilities: (utilities developer intends to provide)  Water  Sewer  Electric  Natural Gas

Road Access/Proposed Access: (Access to the development/area will be provided from)

Road name: Permieter 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: [Signature] Date: 01/07/2021

<b>Office Use Only:</b>		<u>34.50</u>	<u>INV# 12100513</u>
Date Completed Application Rec'd: <u>1-7-2021</u>	Amount Paid \$ <u>783.50</u>	Check # _____	/Cash
Date of Planning Commission Meeting: <u>2-8-21</u>	Dates Advertised: <u>1-20-21</u>		
Date of City Council Meeting: _____	Dates Advertised: <u>1-20-21</u>		
Postponed: YES NO Date: _____	Rescheduled for next Meeting: _____		
Approved by Planning Commission: YES NO	Approved by City Council: YES NO		



**City of Dawsonville**  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256  
[www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)

**Zoning Amendment Checklist**

52100100A

- All applicable blanks filled out on application
- Completed property owner authorization (notarized)
- Completed adjoining property owners form with names and addresses
- Completed campaign disclosure form
- Detailed **Letter of Intent** requesting rezone with **Conceptual Plan**
- Documentation of **CURRENT** zoning of parcel in the City (provided by Cityhall)
- Site plan information, as specified
- Recorded survey(s) by a Georgia registered surveyor, and recorded at the Court House (11x17 and 8.5x11)
- Legal description
- Completed DRI: Development of Regional Impact, if applicable (for greater than 125 new lots or units)
- Notice of R-A Adjacency form (notarized) (if applicable)
- Check or money order in the amount for the zoning requested, made payable to "City of Dawsonville"
- Public Notice certified return receipt letters to be mailed by Applicant (see Fee Schedule below \*\*\*) List a Phone Number to call when City Hall has them ready to be picked up and mailed out. PH# \_\_\_\_\_



**The applicant, or designated agent, must attend the public hearings for the request to be considered. Failure to appear may result in denial.**

Zoning Requested:	Application Fee Schedule:
RA / R-1	\$250.00
R-2	\$250.00
R-3	\$350.00
R-3R	\$350.00
R-6	\$350.00
RHMT	\$250.00
PUD	\$500.00 + \$50.00 per acre
TB	\$500.00
PCS	\$350.00
OI	\$500.00 + \$50.00 per acre
CBD	\$500.00
NB	\$500.00
LI	\$500.00 + \$50.00 per acre
HB	\$500.00 + \$50.00 per acre
CIR	\$500.00 + \$50.00 per acre
INST	\$500.00 + \$50.00 per acre
VARIANCE	\$300.00
APPEALS	\$225.00
***Public Notice Certified Mail	\$6.56 / per Adjacent Property Owner
Postponement Fee	Equal to Application Fee for requested zoning change
Condition/Stipulation Change	\$500.00





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

**Zoning Amendment  
 Authorization**

Property Owner Authorization

I / We Saara M. Qureshi hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) Perimeter Rd, Dawsonville, GA 30534 (property doesn't have street address; tmp 092B 006 004 as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by this 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.

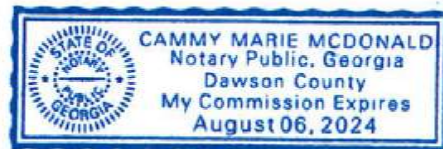
Printed Name of Applicant or Agent Aseem Khan Qureshi  
**Signature of Applicant or Agent** [Signature] Date 01/07/2021  
 Mailing Address 622 Alder Cir.  
 City Dawsonville State GA Zip 30534  
 Telephone Number 404-514-2532

Printed Name of Owner(s) Saara M Qureshi  
**Signature of Owner(s)** [Signature] Date 01/07/2021  
 Date \_\_\_\_\_

Sworn to and subscribed before me  
 this 7th day of January 2021.

Cammy Marie McDonald  
 Notary Public, State of Georgia

My Commission Expires: 8/6/24



Notary Seal

(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 identify as applicant or owner and have the additional sheet notarized also.)



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

**Zoning Amendment  
 Adjacent Property Owners**

ZA# \_\_\_\_\_

TMP# 092B 006 004

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): Christopher David Disharoon  
092 006 005 Address: Street: 685 Hwy 9N, Dawsonville, GA 30534  
Mailing: 2201 Myrtle Ave, Sullivans Island, SC 29482

TMP # \_\_\_\_\_ 2. Name(s): Judy Michelle Parker  
092B 006 006 Address: Street: 651 Hwy 9N, Dawsonville, GA 30534  
Mailing: 5255 62nd St N, Apt 212, Dawsonville, GA 30534

TMP # 092B 012 3. Name(s): Bronson Grogan  
 Address: 523 Hwy 9N, Dawsonville, GA 30534

TMP # \_\_\_\_\_ 4. Name(s): Michael & Amy Mulberry  
092B 006 007 Address: Street: 586 Perimeter Rd., Dawsonville, GA 30534  
Mailing: 441 Gold Bullion Dr W, Dawsonville, GA 30534

TMP # D05 006 5. Name(s): Edwin Looper  
 Address: 757 Perimeter Rd., Dawsonville, GA 30534

TMP # \_\_\_\_\_ 6. Name(s): Saara Maria Qureshi  
092B 006 004 Address: Street: 00 Perimeter Rd., Dawsonville, GA 30534  
Mailing: 622 Alder Cir., Dawsonville, GA 30534

TMP # \_\_\_\_\_ 7. Name(s): \_\_\_\_\_  
 Address: \_\_\_\_\_

TMP # \_\_\_\_\_ 8. Name(s): \_\_\_\_\_  
 Address: \_\_\_\_\_

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

The applicant is responsible for mailing the Public Notice (prepared by the Planning Dept.) to each adjacent property owner via Certified Mail or pays the additional postage to the City to mail.



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

**Zoning Amendment  
 Campaign Disclosure**

Disclosure of Campaign Contributions  
 (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 (2) 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:

n/a

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 \$ n/a Date: \_\_\_\_\_

Enumeration and description of each gift when the total value of all gifts is \$250.00 or more made to the local government official during the 2 years immediately preceding the filing application for rezoning: n/a

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature of Applicant / Representative of Applicant

01/07/2024

Date

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





**City of Dawsonville**  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534 Phone:  
 (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 in non 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.

This notice and acknowledgement shall be public record.

**Applicant Signature**  **Date** 12/8/2020

Application Number: \_\_\_\_\_

Sworn to and subscribed before me  
 this 8 day of December 2020.

  
 Notary Public, State of Georgia

My Commission Expires: 6/8/2022





**City Council:**  
John Walden  
Caleb Phillips  
Stephen Tolson  
Mark French



Michael Eason  
Mayor

Robert Bolz  
City Manager

Beverly Banister  
City Clerk

David Picklesimer  
Planning Director

Stacy Harris  
Planning Admin Assistant

**Planning Commission:**

Sue Theisen  
Randy Davis  
Matt Fallstrom  
Anna Tobolski

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

**PUBLIC NOTICE**

The following public hearings will be heard by the City of Dawsonville Planning Commission at 5:30 pm and/or the City Council beginning at 5:00 pm respectively on the dates indicated below. Public hearings are heard in the Council Chambers on the second floor at City Hall located at 415 Hwy. 53 East, Dawsonville Georgia 30534. Meeting may be performed via teleconference during coronavirus restrictions, please refer to the agenda. The public is invited to participate.

**ZA-C2100100A:** Saara Mariah Qureshi has requested a zoning amendment for Tract B of TMP 092B 006 004 Located at LL 375 4th district consisting of 1.71 acres from R1 (Restricted Single-Family Residential District) to HB (Highway Business District). Public Hearing Dates: Planning Commission on February 8, 2021 and City Council on March 1, 2021. City Council for a decision on March 15, 2021.

**VA-C2100100A:** Saara Mariah Qureshi has requested the following variances for Tract B of TMP 092B 006 004 Located at LL 375 4th district. Request a reduction of the side setback from 40' feet to 20' feet and the buffer reduction from 30' feet to 10' feet adjoining tract C. Request waiver of 6" inch fire line connection fee of \$60,000. Public Hearing Dates: Planning Commission on February 8, 2021 and City Council on March 1, 2021. City Council for a decision on March 15, 2021.

**Ad Runs 01/20/2021**

If you wish to speak on the requests, please contact City Hall for a CAMPAIGN DISCLOSURE form. **This form is only needed if you have made campaign contributions in the amount of \$250.00 or more within 2 years prior to this date.**

*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 # 10

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SUBJECT: VA-C2100100A

CITY COUNCIL MEETING DATE: March 15, 2021

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

- Funds Available from: \_\_\_\_\_ Annual Budget: \_\_\_\_\_ Capital Budget \_\_\_\_\_ Other \_\_\_\_\_
- Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fun: \_\_\_\_\_ General Fund

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**PURPOSE FOR REQUEST:**

Saara Mariah Qureshi has requested the following variances for Tract B of TMP 092B 006 004 Located at LL 375 4<sup>th</sup> district. Request a reduction of the side setback from 40' feet to 20' feet and the buffer reduction from 30' feet to 10' feet adjoining Tract C. Request waiver of 6" inch fire line connection fee of \$60,000. Public Hearing Dates: Planning Commission on February 8, 2021 and City Council on March 1, 2021.

**City Council for a decision on March 15, 2021.**

---

**HISTORY/ FACTS / ISSUES:**

- Requested variance to Article VIII Sec 802.1 reduced side set back and the buffer reduction location abutting existing City R1 (Restricted Single Family Residential District) Tract C is currently owned by the same owner.
- Planning Commission denied the variances for a setback and buffer reduction and approved the reduction related to the fire line connection fee on 02.08.2021.
- Variance request to waive the fire line connection fee in Chapter 2 Article IV Sec 2-110 section 7 14-23(a). Council approved reduced fee 02.15.2021.

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**OPTIONS:**

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**RECOMMENDED SAMPLE MOTION:**

Approve, Deny or Postpone

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DEPARTMENT: Planning and Zoning

REQUESTED BY: David Picklesimer

415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
[www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)

Date: February 9, 2021

To: Mayor Mike Eason  
& City of Dawsonville Council

Reference: **ZA/VA C2100100A** Saara Mariah Qureshi Perimeter Road Development

Mr. Mayor and Council,

The City of Dawsonville Planning Commission held a public hearing on 2/8/2021. The applicant requested a zoning amendment of TMP 092B 006 004 located at LL 375 4<sup>th</sup> district consisting of 1.71 acres. The applicant requested to rezone tract B from R1 (Restricted Single Family Residential District) to HB (Highway Business District) for outdoor storage and mini storage units. The applicant requested a setback reduction from 40 feet to 20 feet, buffer reduction 30 feet to 10 feet and waiver of the 60,000.00 fire line connection fee.

Planning Commission denied the requested zoning amendment.

Planning Commission denied the variances for a setback and buffer reduction and approved the reduction related to the fire line connection fee.

Amy Mulberry located at 586 Perimeter Road spoke in opposition.

If the zoning amendment is approved the City Planning Department request approval or denial of the outdoor storage component as a conditional use.

  
David Picklesimer  
Planning Director



415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



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

1/21/2021

To: City of Dawsonville Planning Commission, Mayor and Council Members

Reference: ZA-VA C2100100A Planning and Zoning Department Summary

The Planning and Zoning Department has provided the following pertinent information to help you decide on this request:

**BACKGROUND**

1. Property is in Post 3 John Walden and Sue Theisen district.
2. This tract was Annexed and Zoned from Dawson County RA to City R1 (Restricted Single Family Residential District) January 8, 2007.
3. The subject property adjoins City zoned R1 (Restricted Single Family Residential District) on the north and west and LI (Light Industrial District) on the south side. Subject property adjoins City Zoned R1 (Restricted Single Family Residential District) and HB (Highway Business District) on the east side.
4. City water infrastructure is located on Perimeter Rd.
5. 2018 Dawsonville Comprehensive Plan shows this parcel within a Residential character area.
6. If rezoning is approved the Planning Department request the Outdoor Storage component be approved or denied as a conditional use per Zoning Article XXIV Sec 2403.4.
7. The requested variance to Article VIII Sec 802.1 reduced side set back and the buffer reduction location abutting existing City R1(Restricted Single Family Residential District) Tract C is currently owned by the same owner.
8. The variance request to waive the fees in Chapter 2 Article IV Sec 2-110 section 7 14-23(a) Water service connection fee is currently under review by City staff. Staff is going to present a revised connection fee schedule for fire suppression and firefighting water line connections to the Mayor and City Council for consideration.

  
David Picklesimer  
Planning Director



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



**Fee: \$300.00**

VAR- C2100100A

**Application for:**  Appeal  Special Exception  Adjustment  
 Fire Line Variance fee: Chapter 2 Article IV Sec 2-110-14-23A 6" \$60,000 (from \$60,000 to \$0)

**Variance Requested:** Setback and Buffer Variance: Appendix A Zoning Article VIII Sec 802 (from 30' buffer and 40' setback to 10' buffer and 20' setback) Letter of intent must fully describe this request

Applicant Name: Saara M. Qureshi Company: \_\_\_\_\_  
 Address: 622 Alder Circle City: Dawsonville Zip: 30534  
 Phone: 404-514-2532 Cell Phone: \_\_\_\_\_ Fax #: \_\_\_\_\_

Owner Name(s): same as applicant  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax #: \_\_\_\_\_

**Exact Location and Description of Subject Property:**

Address: Perimeter Rd., Dawsonville, GA 30534 Lot # Tract B  
 Present/Proposed Zoning: R-1; HB Parcel # 006 004  
 District: 4th Land Lot: 375 Tax Map # 092B

Present and/or Proposed Use of Property: present - undeveloped/vacant  
proposed - outdoor/mini-storage

**Required Items:**

- A completed signed application.
- A detailed Letter of Intent of your request along with any supporting maps, survey's and/or documents requested by the Planning Director.
- The Letter of Intent shall address the criteria specified in Section 907. (see pg. 2 & 3)
- The applicant is responsible to pay the certified mail postage to adjacent property owners.
- Variance fee of \$300.00

Signature of Applicant

01/07/2021

Date

**City of Dawsonville Land Use and Zoning Ordinance: Article IX Variances.**

**Does This Proposal Qualify For A Variance?**

The purpose of a variance is to provide relief when a strict application of the district requirements would impose unusual practical difficulties or unnecessary physical hardships on the applicant. Practical difficulties and unnecessary hardships may result from the size, shape, or dimensions of a site or the location of existing structures thereon; from geographic, topographic, or other conditions on the site or in the immediate vicinity. No variance shall be granted to allow the use of property for a purpose not authorized within the district in which the proposed use would be located. A variance should be granted only after evidence is presented and accepted that enforcement of all of the required standards on the property in question would render the property useless. This Article establishes conditions; criteria for granting variances; public hearings on proposed variances; variances to road requirements; variance procedures; compliance with conditions of approval; vested interest in approved variances; investigations and reports; revocation; limitations on re-applications; and use variance. **A variance may be granted, upon specific findings that all of the following conditions exist. The absence of any one of the conditions shall be grounds for denial of the application for variance.**

Please Answer The Following In Addition to Providing A Letter Of Intent

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other land or structures in the same district; and,

**Answer:**

~~Due to the size and shape of Tract B, there is no way to access the rear of the property with a 30' buffer and 40' setback. There wouldn't be enough room for a commercial driveway. Due to the proposed building's size, a fire sprinkler system is necessary. However, the connection is for fire protection and not domestic metered water usage and therefore it is our contention a water service connection fee shouldn't be charged.~~ and,

2. A literal interpretation of the provisions of these zoning regulations would create an unnecessary hardship and would deprive the applicant of rights commonly enjoyed by other property owners within the district in which the property is located;

**Answer:**

~~Should Tract B be rezoned to HB, access to the rear of the property would be impossible with a 30' buffer. And even though the rear of the property would abut R-1, it would only be abutting a master detention facility for tracts A, B & C and therefore a 30' buffer wouldn't be necessary. A 10' buffer with security fencing and a single row of evergreen trees instead, along with a 20' setback. We are not aware of other businesses being charged a fee for a fire connection.~~ and,

3. Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;

**Answer:**

~~The owner of Tract C (R-1) is the same as the owner of Tract B and supports the reduction in the buffer and setback width. We are not aware of other businesses being charged a fee for a fire connection.~~

\_\_\_\_\_ and,

4. Relief, if granted, will be in harmony with the purpose and intent of these regulations and will not be injurious to the neighborhood or general welfare in such a manner as will interfere with or discourage the appropriate development and use of adjacent land and buildings or unreasonably affect their value;

**Answer:**

Due to the size of the adjoining R-1 property (Tract C - 2.29ac), the planned location of the residence and adjoining septic field will be adequately buffered from the proposed HB property. A fire connection actually improves the general welfare of the neighborhood. A business should not be charged to provide fire protection

\_\_\_\_\_ and,

5. The special circumstances are not the result of the actions of the applicant;

**Answer:**

We cannot have the driveway in the buffer. Also I will not have enough room to put a septic system for my residential lot Tract C. I own the entire property and I support the reduced buffer and setback and not have any concerns with any neighbors. I also am requesting the City of Dawsonville to remove (waive off) the \$60,000 fees for 6' meter which is a lot and we request the City of Dawsonville to help us bring this beautiful concept to the city

6. The variance requested is the minimum variance that will make possible the legal use of the land, building, or structure;

**Answer:**

Yes, to access the rear of tract B with a commercial driveway (or any driveway for that matter), will require a reduction in the buffer width. However, the buffer is still proposed to be planted with evergreen trees and decorative security fencing. A fire connection is per fire code

\_\_\_\_\_ and,

7. The variance is a request to permit a use of land, building or structures which is permitted by right in the district involved.

**Answer:**

Yes, subject to RZ approval.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The applicant, or designated agent, MUST\* attend the public hearings for the variance request to be considered.**

**\*NOTE:** If the applicant of a petition before the Planning Commission fails to attend the public hearing, then the Planning Commission may deny the subject petition or may require re-advertisement of the subject petition at the expense of the applicant.





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

**Property Owner  
 Authorization**

VAR# C2100100A TMP# 092B006004 Applicant's Name: \_\_\_\_\_

**Property Owner Authorization**

I / We Saara M. Qureshi hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) Perimeter Rd., Dawsonville, GA 30534; TMP 092B 006 004 as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by this request.

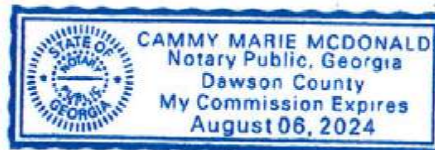
I hereby authorize the person(s) or entity(ies) named below to act as the applicant or agent in pursuit of the variance requested on this property. I understand that any variance granted, and/or conditions or stipulations placed on the property will be binding upon the property regardless of ownership. 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.

Printed Name of Owner Saara M Qureshi  
 Signature of Owner [Signature] Date 01/07/2021  
 Mailing Address 622 Alder Cir.  
 City Dawsonville State GA Zip 30534  
 Telephone Number 404-514-2532

Sworn to and subscribed before me  
 this 7<sup>th</sup> day of January 2021.

[Signature]  
 Notary Public, State of Georgia

My Commission Expires: 8/16/2024



Notary Seal

(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/sheets notarized also.)



VAR# C2100100A TMP# 0928 006004 Applicant's Name: \_\_\_\_\_

**Application Processing: Staff Only**

- Completed Application Received Date: 1-7-2021
- Letter of Intent Received Date: 1-7-2021
- Supporting Documentation Received Date: 1-7-2021
- Verify Adjacent Property Owners in Tax Assessors Date: 1-7-2021
- Amount Paid \$ 334.50 Check # 7100# 12100628 /Cash Date: 1-7-2021
  
- Establish VAR # (VAR-month-year-CSI receipt #) Date: 1-7-2021
- Create a File Folder and Label for the Application Date: 1-14-21
- Orange Public Notice Signs Posted on Property Date: 1-13-21
- Email Legal Advertisement to Newspaper Date: 1-13-21
- Legal Notice Posted: Website Date: 1-13-21
- Legal Notice Posted: City Hall/GRHOF windows Date: 1-13-21
- Mailed Adjacent Property Owners Notice Date: 1-13-21
- Recommendation Letter Received Date: \_\_\_\_\_
- Applicant Notified: Notice, Recommendation & Agenda Date: \_\_\_\_\_
- Applicant Notified: Final Action Date: \_\_\_\_\_

Planning Commission Meeting  Agenda  Signed Minutes in Folder

Planning Commission Meeting: 2-8-2021

Approved  Approved with Stipulations  Denied

To  
The City of Dawsonville

I Saara M Qureshi owner of 00 Perimeter Road Dawsonville Ga 30534 Parcel#006 004 Tax Map# 092B am requesting a rezoning of Tract B from R1 to HB and requesting a variance of 10'buffer with security fencing and a single row of evergreen trees instead of 30' buffer along with a 20' setback.

Reasoning for rezoning the property to HB is or will be to expand the existing plan(business) approved on Tract A of Outdoor units and mini storage units.

Reasoning for request of variance is due to the size and shape of Tract B there is no way to access the rear of the property with a 30' buffer and 40' setback. There wouldn't be enough room for a commercial driveway.

Also due to the size of the adjoining R-1 property(Tract-C 2.29ac) the planned location of the residence and adjoining septic field will be adequately buffered from the proposed HB property.

I also am the owner of Tract C (R-1) and I support the rezoning and reduction of the buffer and setback width.

Thirdly i want to request the City of Dawsonville to please help me remove(waive off) the 6'meter fees \$60,000. We don't know if any businesses in the city of dawsonville limit have paid this huge fees, we are required by the Fire Marshall to install sprinkler system due to the size of the building this is the only reason we were told by the Planning Director to install 6'meter. I personally think this is a very large amount for an emergency service. Please help me bring this beautiful concept to the City of Dawsonville along with all the newer developments coming.

Kindly accept this letter of intent and my application

For Rezoning,Remove the meter fees and request for variance.

Saara M Qureshi





Tract B:

Land situated in Land Lot 375, 4th/ District, 1st/ Section of the City of Dawsonville, Dawson County Georgia, being more particularly described as: beginning at a set 1/2" Rebar with cap along the Southerly right-of way line of Perimeter Road (60 foot); thence S.67°-58'-25"E., along the said Southerly right-of way line of Perimeter Road (60 foot) 60.00 feet to a set 1/2" Rebar; thence S.22°-01'-35"W., 229.11 feet to a found 1/2" Rebar; thence S.63°-58'-44"E., 117.89 feet to a found 1/2" Rebar; thence S.40°-12'-43"W., 122.57 feet to a found 1/2" Rebar; thence S.50°-00'-48"W., 188.67 feet to a found 1/2" Rebar; thence N.45°-38'-24"W., 48.23 feet to a found 1/2" Rebar; thence N.51°-25'-29"W., 167.74 feet to a set 1/2" Rebar; thence N.50°-10'-57"E., 327.61 feet to a set 1/2" Rebar; thence N.22°-01'-35"E., 165.43 feet, to the Southerly right-of-way line of Perimeter Road (60 foot) and the point of beginning; containing 1.71 acres more or less of land. Also, as shown on a plat dated December 18, 2020, by Spicer Group Inc.

Tract C:

Land situated in Land Lot 375, 4th/ District, 1st/ Section of the City of Dawsonville, Dawson County Georgia, being more particularly described as: beginning at a set 1/2" Rebar with cap along the Southerly right-of-way line of Perimeter Road (60 foot), thence S.22°-01'-35"W., 165.43 feet to a set 1/2" Rebar; thence S.50°-10'-57"W., 327.61 feet to a set 1/2" Rebar; thence N.51°-25'-29"E., 197.22 feet to a found 1/2" Rebar with cap; thence N.41°-52'-15"E., 423.23 feet to a found 1/2" Rebar at the Southerly right-of-way line of Perimeter Road (60 foot); thence S.67°-58'-25"E., along the said Southerly right-of-way line of Perimeter Road (60 foot) 119.97 feet to a set 1/2" Rebar with cap and the point of beginning, containing 2.29 acres more or less of land. Also, as shown on a plat dated December 18, 2020, by Spicer Group Inc.





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

**Adjacent  
 Property Owners**

VAR# C2192100A TMP# 0923006004 Applicant's Name: \_\_\_\_\_

**Adjacent Property Owners**

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 where the variance is being requested. Attach another page if needed. The postage for the certified letters to the adjacent property owners will be paid by the applicant.

TMP # 092B 006 004 1. Name(s): Saara Qureshi (same as applicant)  
 Address: Street: 00 Perimeter Rd., Dawsonville, GA 30534  
Mailing: 622 Alder Circle, Dawsonville, GA 30534

TMP # 092 006 005 2. Name(s): Christopher David Disharoon  
 Address: Street: 685 Hwy 9N, Dawsonville, GA 30534  
Mailing: 2201 Myrtle Ave, Sullivans Island, SC 29482

TMP # 092B 006 006 3. Name(s): Judy Michelle Parker  
 Address: 651 Hwy 9N, Dawsonville, GA 30534

TMP # 092B 012 4. Name(s): Bronson Grogan  
 Address: 523 Hwy 9 North, Dawsonville, GA 30534

TMP # D05 006 5. Name(s): Edwin Looper  
 Address: 757 Perimeter Rd., Dawsonville, GA 30534

TMP # \_\_\_\_\_ 6. Name(s): \_\_\_\_\_  
 Address: \_\_\_\_\_

TMP # \_\_\_\_\_ 7. Name(s): \_\_\_\_\_  
 Address: \_\_\_\_\_

TMP # \_\_\_\_\_ 8. Name(s): \_\_\_\_\_  
 Address: \_\_\_\_\_

TMP # \_\_\_\_\_ 9. Name(s): \_\_\_\_\_  
 Address: \_\_\_\_\_

**Adjacent Property Owner notification of a variance request is required.**

**City Council:**  
John Walden  
Caleb Phillips  
Stephen Tolson  
Mark French



Michael Eason  
Mayor

Robert Bolz  
City Manager

Beverly Banister  
City Clerk

David Picklesimer  
Planning Director

Stacy Harris  
Planning Admin Assistant

**Planning Commission:**

Sue Theisen  
Randy Davis  
Matt Fallstrom  
Anna Tobolski

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

**PUBLIC NOTICE**

The following public hearings will be heard by the City of Dawsonville Planning Commission at 5:30 pm and/or the City Council beginning at 5:00 pm respectively on the dates indicated below. Public hearings are heard in the Council Chambers on the second floor at City Hall located at 415 Hwy. 53 East, Dawsonville Georgia 30534. Meeting may be performed via teleconference during coronavirus restrictions, please refer to the agenda. The public is invited to participate.

**ZA-C2100100A:** Saara Mariah Qureshi has requested a zoning amendment for Tract B of TMP 092B 006 004 Located at LL 375 4th district consisting of 1.71 acres from R1 (Restricted Single-Family Residential District) to HB (Highway Business District). Public Hearing Dates: Planning Commission on February 8, 2021 and City Council on March 1, 2021. City Council for a decision on March 15, 2021.

**VA-C2100100A:** Saara Mariah Qureshi has requested the following variances for Tract B of TMP 092B 006 004 Located at LL 375 4th district. Request a reduction of the side setback from 40' feet to 20' feet and the buffer reduction from 30' feet to 10' feet adjoining tract C. Request waiver of 6" inch fire line connection fee of \$60,000. Public Hearing Dates: Planning Commission on February 8, 2021 and City Council on March 1, 2021. City Council for a decision on March 15, 2021.

**Ad Runs 01/20/2021**

If you wish to speak on the requests, please contact City Hall for a CAMPAIGN DISCLOSURE form. **This form is only needed if you have made campaign contributions in the amount of \$250.00 or more within 2 years prior to this date.**

*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 # 11

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SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH DAWSON COUNTY – TRAIL TO LIBRARY

CITY COUNCIL MEETING DATE: 03/15/2021

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

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

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

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PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND DAWSON COUNTY TO CONSTRUCT A TRAIL FROM MAIN STREET PARK TO THE LIBRARY**

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HISTORY/ FACTS / ISSUES:

- **EAGLE SCOUT PROJECT BY AUSTIN WOOD (PRESENTED TO COUNCIL IN OCT 2020)**
  - **PLANS, MAP AND LAND PLATS WERE PROVIDED TO THE COUNTY FOR REVIEW**
- 

OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager

## INTERGOVERNMENTAL AGREEMENT

THIS Intergovernmental Agreement (this “Agreement”) is made and entered into as of the \_\_\_\_\_, day of \_\_\_\_\_, 2021, by and between DAWSON COUNTY, GEORGIA, a political subdivision of the State of Georgia (the “County”), the CITY OF DAWSONVILLE, GEORGIA, a municipal corporation of the State of Georgia (the “City”), and the DOWNTOWN DEVELOPMENT AUTHORITY OF DAWSONVILLE, GEORGIA (the “DDA”) (collectively the “Parties”).

### WITNESSETH:

**WHEREAS**, the parties are authorized to enter into this Intergovernmental Agreement pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 regarding intergovernmental contracts (“Intergovernmental Contracts Clause”); and

**WHEREAS**, the Intergovernmental Contracts Clause provides, in pertinent part, as follows:

The state, or any institution, department, or other agency thereof, and any county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.

**WHEREAS**, intergovernmental agreements under Article IX, Section III, Paragraph I must “involve the provision of services, or . . . the joint or separate use of facilities or equipment, and deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide” (*City of Decatur v. DeKalb County*, 289 Ga. 612, 713 S.E.2d 846 (2011) (internal quotations omitted)); and

**WHEREAS**, the City of Dawsonville has constructed a park in the City of Dawsonville identified as Main Street Park, which park is on land owned and operated by the Downtown Development Authority of the City of Dawsonville on Tax Map Parcel No. D04 020; and

**WHEREAS**, Dawson County provides as one of its services the Dawson County Library, which Library is located on Allen Street and is situated on Tax Map Parcel 093 074 in the City of Dawsonville, Georgia; and

**WHEREAS**, the two tax map parcels in the previous clauses share a boundary; and

**WHEREAS**, it is in the best interests of the City of Dawsonville and Dawson County to promote literacy and reading through, *inter alia*, use and access to the Dawson County Library’s facilities; and



**WHEREAS**, it is in the best interests of the City of Dawsonville and Dawson County to promote the health and welfare of citizens and visitors to the area by encouraging walking, exercise, and time spent outdoors; and

**WHEREAS**, it is in the best interests of the City of Dawsonville and Dawson County to promote means of travel between destinations other than by car to promote health, to minimize traffic, and to reduce pollution; and

**WHEREAS**, the City of Dawsonville desires to construct a trail, bridge, and related infrastructure which will provide pedestrian access between Main Street Park and the Dawson County Library; and

**WHEREAS**, the City of Dawsonville desires to construct additional trail infrastructure to permit exercise and enjoyment of nature between Main Street Park and the Dawson County Library.

**NOW THEREFORE**, in consideration of the mutual benefits to the City, County, and the DDA, and other good and valuable consideration set forth below, the Parties enter into this Intergovernmental Agreement upon the following terms, conditions, and stipulations:

**1. Plans.**

a. *Access Trail and Bridge*: The City shall construct an access trail to provide access between Main Street Park and the Dawson County Library. The trail will be constructed by extending the asphalt from its present terminus in the north-easterly section of Main Street Park near the playground, with a paved walking path to connect to the paved parking lot behind the Dawson County Library. The trail is shown in white on the drawing attached as “Exhibit A” incorporated herein and made a part hereof by this express reference. In addition to the access trail, the City shall construct a bridge pursuant to the professionally engineered designs attached hereto as “Exhibit B” and made a part hereof by this express reference. The bridge area is designed to traverse the land show in blue on Exhibit A.

b. *Interpretative Trail*: The City shall construct an interpretative trail to provide recreation, educational, and interpretative opportunities to the general public and the school system, said Interpretative Trail to be in the location approximately shown in green on Exhibit A.

c. *Signage and Maps*: The City shall install appropriate signage and maps to indicate the purpose of the trails and how to navigate the same at both ends of the trail and along the Interpretative Trail.

d. *Access*: To facilitate appropriate usage and access, the trails and bridge shall be designed and constructed so as to provide access via such motorized vehicles (ATV/UTV) as may be appropriate for trail maintenance, medical services, and law enforcement. The trails shall also be constructed and maintained so as to comply with any applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, or any other law which would apply to projects of this nature and which are designed to facilitate access in public accommodations

**2. Costs and Responsibilities.**

a. The City shall bear all costs of construction, maintenance, signage, upkeep and any other costs associated with the trails and bridge covered by this Agreement. In addition thereto, the City shall take such steps as are necessary to have these trails added to that property which is covered by the City's liability insurance policies and/or the policy of the DDA, and the County agrees to execute such documents as may reasonably be requested to effectuate that purpose.

b. The City shall be responsible for obtaining any and all permits from entities with jurisdiction over this project, be they local, state or federal, and shall be responsible for the cost and preparation of any and all required plans or submissions pertinent to the same.

c. The County and the DDA agree to grant the City access to their respective properties for the purpose of carrying out this Agreement, and to reasonably agree to execute such documents as may be necessary to carry out that access and the purpose of this Agreement.

**3. No Joint Venture.** The parties all agree that this is a project of the City of Dawsonville, and does not create a joint venture, partnership or any other kind of joint undertaking of the Parties hereto.

**4. Governing Law, Disputes and Venue.** This Intergovernmental Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any disputes or issues arise in connection with this Intergovernmental Agreement which cannot be resolved amicably, then either party shall have the right to request the other party participate in non-binding mediation. The mediator shall be mutually agreed upon, and the costs of the mediator shall be shared equally between the parties. In the event there is no request for mediation or mediation efforts fail, then any dispute or issues shall be resolved through litigation. In the event mediation is unsuccessful or deemed futile, the City and County shall each be entitled to pursue all available remedies at law or equity; provided that any action or suit related to this Intergovernmental Agreement shall be brought in the Superior Court of Forsyth County, Georgia, and the parties hereby submit to the jurisdiction and venue of such court.

**5. Entire Agreement/Amendment.** This Intergovernmental Agreement contains the entire agreement of the parties as to the matters discussed herein, and supersedes all prior communications or agreements, whether oral, written, or understood, regarding the subject of this Intergovernmental Agreement. This Intergovernmental Agreement may be modified or amended only in writing properly executed by both parties.

**6. Assignment.** This Intergovernmental Agreement may be assigned by either party only with the consent of the other party.

**7. Severability.** If any portion of this Intergovernmental Agreement shall be held to be invalid, illegal, void or otherwise unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Intergovernmental Agreement is invalid or unenforceable but that, by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**8. Third Party Beneficiaries.** This Intergovernmental Agreement is entered into for the benefit of the parties hereto only and shall confer no benefits, direct or implied, to any third persons

or authorize anyone not a party to this Intergovernmental Agreement to maintain an action pursuant to the terms or provisions of this Intergovernmental Agreement.

**9. Notification.** Any notices required to be given pursuant to the provisions of this Intergovernmental Agreement shall be given in writing and shall be deemed received, and shall be effective when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the other party at the address given below, or at a substitute address previously furnished to the party by written notice in accordance herewith:

To Dawson County  
County Manager  
25 Justice Way  
Dawsonville, Georgia 30534

To City of Dawsonville/DDA  
City Manager  
415 Hwy. 53 East  
Dawsonville, Georgia 30534

**10. Authority.** Each of the individuals executing this Intergovernmental Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Intergovernmental Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Intergovernmental Agreement is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

**11. Records.** Each party shall maintain any records relating to matters covered by this Intergovernmental Agreement as required by Georgia law. Such records shall be maintained for a period of three years following the termination of this Intergovernmental Agreement.

**12. Modification; Waiver.** No modification or waiver of any of the terms and conditions of this Intergovernmental Agreement shall be effective unless such modification or waiver is expressed in a writing executed by each of the parties hereto.

**13. Force Majeure.** Neither the County, City nor the DDA shall be liable for their respective nonnegligent 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 their respective duties or obligations under this Intergovernmental Agreement or for any delay in such performance due to: (a) any cause beyond their 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 Intergovernmental 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; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, 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.

**14. Counterparts.** This Intergovernmental Agreement may be executed in multiple counterparts, and each counterpart shall be considered an original.

**15. Interpretation.** The parties hereto have cooperated in the preparation of this Intergovernmental Agreement, and hence, it shall not be interpreted or construed against or in favor of either party by virtue of identity, interest, or affiliation of its preparer.

**IN WITNESS WHEREOF**, the City, County, and the DDA have caused this Intergovernmental Agreement to be executed under seal as of the Effective Date first written above.

Adopted this \_\_\_ day of \_\_\_\_\_, 2021.

Dawson County, Georgia

City of Dawsonville, Georgia

\_\_\_\_\_  
Billy Thurmond, Chairman

\_\_\_\_\_  
Michael Eason, Mayor

Attest:

Attest:

\_\_\_\_\_  
Clerk of Dawson County

\_\_\_\_\_  
Clerk, City of Dawsonville, Georgia

Downtown Development Authority of the  
City of Dawsonville

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 12

---

SUBJECT: ARBITRATION TOLLING AGREEMENT

CITY COUNCIL MEETING DATE: 03/15/2021

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

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

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

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PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL TO RATIFY THE ARBITRATION TOLLING AGREEMENT**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Kevin Tallant, City Attorney

## ARBITRATION TOLLING AGREEMENT

This Arbitration Tolling Agreement (hereinafter the "Agreement") is made and entered into by and among the City of Dawsonville, Georgia (the "City"), Dawson County, Georgia (the "County"), and Allen Street Properties, LLC and B&K Turner Family, LLLP (collectively the "Owner")(the City, the County and the Owner are referred to collectively as the "Parties").

### WITNESSETH

WHEREAS, the Owner owns 70.808 acres, more or less, located in Land Lots 370, 371, 372, 373, 375, 427, and 428 of the 13<sup>th</sup> District, of Dawson County, Georgia, as more particularly described on that certain Annexation Application attached hereto as Exhibit "A" (the "Property");

WHEREAS, on or about December 9, 2020, the City received an application to annex the Property into the municipal limits of the City;

WHEREAS, the Annexation Application contemplated that the Property would be zoned to City's R3 zoning classifications upon annexation;

WHEREAS, on or about January 6, 2021, and pursuant to the provisions of Title 36, Chapter 36, Article 7 of the Official Code of Georgia<sup>1</sup> (the "Annexation Dispute Resolution Law"), the County delivered to the City its objection to the annexation of the Property;

WHEREAS, immediately following the County's objection to the proposed annexation, arbitration proceedings, as contemplated in the Annexation Dispute Resolution Law were initiated with the Georgia Department of Community Affairs;

WHEREAS, the Arbitration Panel was appointed, pursuant to O.C.G.A. § 36-36-114, on January 21, 2021 ;

WHEREAS, absent a mutual agreement as provided for by general law, pursuant to O.C.G.A. § 36-36-115(a)(1), the Arbitration Panel is required to make its determinations and render its decision on or before March 22, 2021, the sixtieth (60<sup>th</sup>) day following the date of its appointment);

WHEREAS, the hearing before the Arbitration panel is not currently scheduled;

WHEREAS, the Parties, recognizing that it is in their collective and individual interests, desire to continue good faith negotiations as required by O.C.G.A. § 36-36-119, in an effort to resolve, if reasonably possible, the objections asserted by the County;

WHEREAS, while the Parties believe that continued good faith negotiations are appropriate, will serve the public interest, and will serve the interests of each of them, the Parties recognize that it will be impractical to conclude such negotiations on or before either March 22,

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<sup>1</sup> O.C.G.A. § 36-36-110, *et seq.*

2021;

WHEREAS, each of the Parties agrees that they will not suffer any harm as a result of a delay in the Arbitration Hearing or a delay in the announcement of the Arbitration Panel's decision;

WHEREAS, the Parties have determined that the deadline imposed upon the Arbitration Panel to render its decision within sixty (60) days of appointment is merely directory and is not a limitation on the Arbitration Panel's authority to hear the dispute and render a decision<sup>2</sup>; and

WHEREAS, the Parties desire to extend the date(s) upon which (i) the Arbitration Hearing may be conducted; and (ii) the Arbitration Panel may render its decision;

NOW THEREFORE, for and in consideration of the mutual covenants as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. CONSENT TO CONTINUANCE OF ARBITRATION HEARING AND DECISION DEADLINE. The Parties agree that, notwithstanding any provision to the contrary set forth in the Annexation Dispute Resolution Law, the Arbitration Hearing and Decision Deadline shall be continued until May 24, 2021 (the "Extended Arbitration Date").
2. WAIVER OF CLAIMS BASED UPON TIMING OF ARBITRATION HEARING AND/OR DECISION. Provided all parties execute this Agreement, the Parties hereby waive any and all claims, defenses or rights as may exist or arise in law or in equity (including the doctrines of waiver, estoppel, laches, or jurisdiction-based defenses) as a result of the delay in the Arbitration Hearing or the decision of the Arbitration Panel as provided for in this Agreement.
3. PRESERVATION OF RIGHTS. Except for claims or defenses arising from or based upon the delay in the Arbitration Hearing or the decision of the Arbitration Panel as contemplated herein, each of the Parties shall retain all rights, claims and defenses, and be subject to all obligations and limitations as are set forth in the Arbitration Dispute Resolution Law as if the Arbitration Hearing had been conducted and such decision had been rendered within the time limits set forth in O.C.G.A. § 36-36-115(a)(1).
4. AGREEMENT TO BE BOUND. The Parties agree to be bound by the decisions of the Arbitration Panel in the same manner as if the Arbitration Hearing had been conducted and the decision had been rendered within the time limits set forth in O.C.G.A. § 36-36-115(a)(1), provided that the decision is rendered on or before the Decision Date.

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<sup>2</sup> See, Cobb County v. Robertson, 314 Ga. App. 455, 457 (2012) ("Language contained in a statute which, given its ordinary meaning, commands the doing of a thing within a certain time, when not accompanied by any negative words restraining the doing of the thing afterward, will generally be construed as merely directory and not as a limitation of authority, and this is especially so where no injury appeared to have resulted from the fact that the thing was done after the time limited by the plain wording of the statute.").

5. REPLACEMENT ARBITRATION PANEL. In the event any member of the current Arbitration Panel declines to continue to serve in that capacity, the Parties agree that they shall cooperate in good faith in selecting a replacement arbitration member of like background(s) and experience as the current Arbitration Panel member, such that the Replacement Arbitration Panel shall consist of at least three (3) but no more than five (5) arbitrators, to serve as the Replacement Arbitration panel. In the event the dispute is submitted to such a Replacement Arbitration panel for resolution, then:
  - a. the covenants and agreements set forth in this Arbitration Tolling Agreement shall remain in full force and effect as if the dispute were submitted to the current members of the Arbitration Panel; and
  - b. the decision of the Replacement Arbitration Panel shall be binding and enforceable in the same manner and with equal effect as if it had been rendered by the current members of the Arbitration Panel.
6. AGREEMENT TO SHARE COSTS. The Parties agree that the costs of arbitration shall be allocated pursuant to the provisions of O.C.G.A. §§ 36-36-115(a)(4) and (5) in the same manner as if the Arbitration Hearing had been conducted and a decision had been rendered within the time limits set forth in O.C.G.A. § 36-36-115(a)(1) and no Party is prohibited from making any legal or factual argument relating to the interpretation of those provisions.
7. ADOPTION OF RECITALS. The Parties hereby agree that each of the recitals set forth above preceded by the word "WHEREAS" are true and correct and they are each incorporated as if fully set forth herein.
8. SUBMISSION TO ARBITRATION PANEL, REPLACEMENT PANEL, OR COURT. The Parties agree that this Agreement may be tendered to the Arbitration Panel, the Replacement Arbitration Panel (if applicable), and/or a Court of competent jurisdiction to serve as evidence of the agreement and intention of the Parties regarding the delay in arbitration. In the event it is necessary for jurisdictional reasons or otherwise, the Parties agree that this Agreement shall be an agreement as same is defined by O.C.G.A. § 9-9-2(c).
9. ABILITY TO BIND. The individuals executing this Agreement warrant and affirm having the authority to bind the entities on whose behalf they purport to act.
10. SIGNATURE IN COUNTERPARTS. This Agreement may be executed in counterparts and electronic signatures shall bear the same weight and enforceability as an original.

IN WITNESS WHEREOF, the Parties have executed this ARBITRATION TOLLING AGREEMENT effective as of the date first set forth above.

SO AGREED, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.



**DAWSON COUNTY, GEORGIA**

\_\_\_\_\_  
Billy Thurmond, Chairman

Clerk Seal

Approved:

\_\_\_\_\_  
Angela Davis, County Attorney



Approved:

**CITY OF DAWSONVILLE, GEORGIA**

\_\_\_\_\_  
Honorable Mike Eason  
\*to be ratified on March 15, 2021

\_\_\_\_\_  
Kevin Tallant, City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

**ALLEN STREET PROPERTIES**

\_\_\_\_\_  
Michael Turner, Applicant

**B & K TURNER FAMILY, LLLP**

---

Michael Turner, Property Owner

Clerk Seal

Approved:

---

Doug Flint, Attorney for Allen Street Properties &  
Property Owner



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 13

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SUBJECT: EAGLE SCOUT CANDIDATE PROJECT

CITY COUNCIL MEETING DATE: 03/15/2021

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

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

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

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PURPOSE FOR REQUEST:

**TO HAVE EAGLE SCOUT CANDIDATE, IAN BLISS, PRESENT HIS PROJECT FOR A LENDING LIBRARY AT MAIN STREET PARK**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 14

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SUBJECT: FACILITY RENTAL FEE SCHEDULE

CITY COUNCIL MEETING DATE: 03/15/2021

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

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

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

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PURPOSE FOR REQUEST:

**TO APPROVE NEW RENTAL RATES FOR THE FARMER'S MARKET AND PAVILIONS**

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HISTORY/ FACTS / ISSUES:

- **SMALL PAVILION (UNDER REST ROOM AT MSP) \$35 FOR COUNTY RESIDENTS, \$60 FOR NON-RESIDENTS.**
  - **FARMER'S MARKET, MAXIMUM OCCUPANCY 250. WE WILL HAVE FOLDABLE PICNIC TABLES WHICH WILL REMAIN UNDER THE PAVILION. IF OTHERS WANT A SEPCIAL EVENT WITHOUT TABLES WE WILL CHARGE AN ADDITIONAL FEE OF \$100. FEE \$225 FOR RESIDENTS AND \$300 FOR NON-RESIDENTS.**
  - **SMALL SHELTER (PENDING) \$35 FOR RESIDENTS AND \$60 FOR NON-RESIDENTS.**
- 

OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Robin Gazaway, Finance Administrator

	<b>City of Dawsonville</b>	<b>Union County</b>	<b>Fannin County</b>	<b>Lumpkin County</b>
Small Pavilion	\$35.00 Resident \$60.00 Nonresident	\$35.00	\$10.00/hr	\$30.00/hr - 4 hrs prorated
Large Pavilion		\$50.00	n/a	n/a
Farmer's Mkt	225	\$225.00 - \$250.00 depending on product	n/a	
Farmer's mkt - NO TABLES	300	n/a	n/a	n/a
Amphitheater		n/a	n/a	n/a
New Pavilion	\$35.00 Resident \$60.00 Nonresident	\$150.00 1/2 day or \$200 full day	n/a	n/a
	<b>Towns County</b>	<b>Gilmer</b>	<b>Cleveland</b>	<b>Dawson County</b>
	FCFS	FCFS	FCFS	Veteran's
Small Pavilion	Free	Free	Free	\$35.00 Resident \$55.00 Nonresident
Large Pavilion	n/a	n/a	n/a	\$200.00 Resident \$300.00 Nonresident
Farmer's Mkt		15.00 Annual		Rock Creek
Farmer's mkt - NO TABLES	n/a	n/a	n/a	\$35.00 Resident \$55.00 Nonresident \$65.00 Resident \$85.00 Nonresident
Amphitheater	n/a	n/a	n/a	
New Pavilion	n/a	n/a	n/a	n/a
	<b>Pickens County</b>	<b>City of Dahlonega</b>		
Small Pavilion	\$60.00 all day \$10.00/hr	\$45.00 Resident \$60.00 Nonresident		
Large Pavilion	\$150.00 all day \$20.00/hr	n/a		
Farmer's Mkt		n/a		



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 15a

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SUBJECT: FITNESS TRAIL EQUIPMENT

CITY COUNCIL MEETING DATE: 03/15/2021

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

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

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

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PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL TO PURCHASE FITNESS TRAIL EQUIPMENT THROUGH GA STATE CONTRACT #GS-03F-08GGA IN THE AMOUNT OF \$63,396.90**

**FUNDING SOURCE: GENERAL FUND RESERVES TO BE REIMBURSED BY SPLOST VI IF FUNDS ARE AVAILABLE**

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HISTORY/ FACTS / ISSUES:

- **COST COMPARISON ATTACHED**
  - **PUBLIC WORKS EMPLOYEES WILL INSTALL EQUIPMENT**
- 

OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager



# **OUTDOOR FITNESS EQUIPMENT**

Main Street Park

City of Dawsonville



# Layout







# FITNESS TRAIL EQUIPMENT COMPONENTS

- ▶ 14 stations
- ▶ User ability to train entire body
- ▶ Multiple stations are accessible
- ▶ Majority of accessible stations will be located behind Memory Care Facility
- ▶ Will serve all users 14 YOA and up
- ▶ 30 people can be using entire components at any one time
- ▶ Color scheme – green/yellow
- ▶ City personnel will assemble and install components
- ▶ City personnel will make needed surface treatments appropriate to each element

## 2-Person Accessible Chest Press





## 2-Person Accessible Vertical Press



# 2-Person Accessible Lat Pull





## 2-Person Butterfly & Reverse Fly



# Recumbent Bike



# Rowing Machine



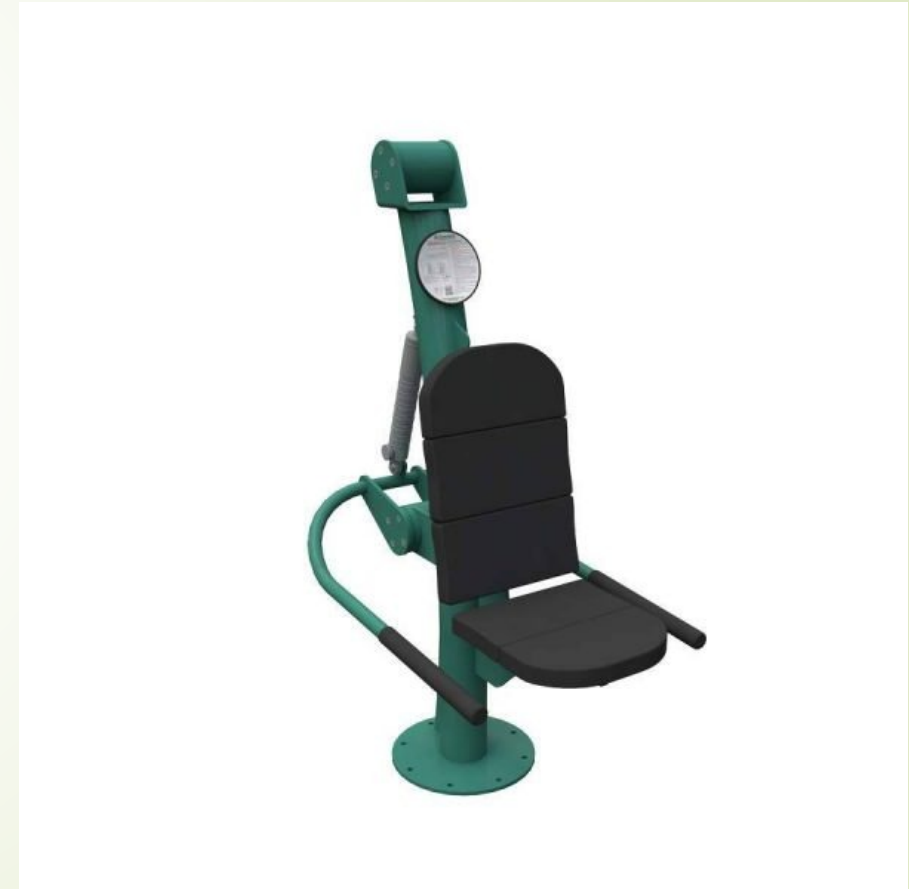


# Arm Curl w/Adjustable Resistance





# Tricep Press w/Adjustable Resistance



# Leg Extension & Curl w/Adjustable Resistance



## 2-Person Leg Press





# 6-Person Static Combo



# Back Extension





# 4-Person Lower Body Combo





# Plyometric Steps (3 set)





# Research & Recommendation

- ▶ Recommended brand Greenfields Outdoor Fitness Equipment (on statewide contract) or comparable brand
- ▶ Staff visited locations in city/county and state park areas where Greenfield equipment is and has been in use, were told equipment very popular, well used
- ▶ Interviewed maintenance personnel who take care of the equipment and all staff interviewed highly recommend equipment, attractive, durable & easy to maintain
- ▶ Compared cost w/Hasley Recreation (statewide contract), Belson Outdoor Equipment, Game Time, Global Industries
- ▶ Hasley is the only vendor that can provide all desire equipment at the cheapest price AND Hasley is a statewide contract vendor
- ▶ Product is on statewide contract #GS-03F-086GA, City Financial Policy authorizes use of state contracts in lieu of issuing bids to vendors when an economic advantage

# Recommendation to City Council/Mayor

- ▶ Purchase of equipment from SWC vendor Halsey Recreation
- ▶ Cost of equipment before SWC Discount: \$63,330.00

SWC Discount: (\$4,433.1)

Subtotal: \$58,896.90

Freight: \$4,500.00

**Total: \$63,396.90**

**To be paid out of General Fund Reserves then reimbursed out of SPLOST VI.**

Fitness Equipment - Cost Comparison  
 Equipment to meet or exceed Greenfield outdoor fitness equipment  
 GSA contract #GS-03F-08GGA, surface mount

Equipment description	Hasley Recreation	Belson Outdoor	Game Time	Global Industry	Comments
2- person accessible chest Press	5,495.00	5,672.00	5,621.00	4,439.00	Not accessible, 1 person only
2- person accessible vertical press	5,495.00	5,625.00	5,302.00	4,630.00	Not accessible, 1 person only
2- person accessible lat pull	5,495.00	5,625.00	5,647.00	4,630.00	Not accessible, 1 person only
2- person combo butterfly & reverse fly	5,395.00	n/a	n/a	n/a	
Recumbent bike	2,195.00	1,900.00	4,558.00	n/a	
Rowing machine	2,295.00	2,395.00	n/a	n/a	
Arm curl (adj. w/resist)	5,195.00	n/a	n/a	n/a	
Triceps press (adj. w/resist)	5,195.00	n/a	n/a	n/a	
Leg extension & curl (adj. w/resist)	5,195.00	2,795.00 <b>no adj. resistance</b>	2,934.00 <b>Extension only, no adj. resistance</b>	n/a	
2- person leg press	4,495.00	4,386.00 <b>1 person only</b>	4,294.00 <b>1 person only</b>	4,675.00 <b>1 person only</b>	
6- person static combo: incline sit up leg raises, pull ups, chin ups, knee raises	7,495.00	n/a	n/a	n/a	
Back extensions	2,195.00	4,098.00 w. situps	4,228.00 w. situps	4,366.00 w. situps	
4- person lower body combo	4,495.00	n/a	n/a	n/a	
Plyometric steps (set of 3 = 12", 18", 24")	2,695.00	2,578.00	559.00 only 12" available	n/a	
Subtotal:	63,330.00	35,074.00	33,143.00	22,740.00	
Sourcwell discount	(4,433.10)	0.00	0.00	0.00	
Freight	4,500.00	only offers 9 pieces added charge	only offers 8 pieces added charge	only offers 5 pieces added charge	
<b>Total:</b>	<u><u>63,396.90</u></u>				



# QUOTE

**Hasley Recreation, Inc.**  
 P.O. Box 489, Flowery Branch, GA 30542  
 (770) 965-4042 / sales@hasley-recreation.com  
 www.hasley-recreation.com

QUOTE NO. Q016385  
 DATE February 23, 2021  
 EXPIRATION DATE Quote Expires in 30 Days

**CUSTOMER** CITY OF DAWSONVILLE  
 415 HIGHWAY 53 E, SUITE 100  
 DAWSONVILLE, GEORGIA 30534

**SHIP TO**

**CALL AHEAD** BOB BOLZ (706) 429-4524

SALESPERSON	MANUFACTURER	PAYMENT TERMS	Colors
Eric Hasley	Greenfields	NET 15	TBD

QUANTITY	Model Number	Description	UNIT PRICE	LINE TOTAL
1.00	SGR2005-1-21	4 PERSON LOWER BODY COMBO	\$ 4,495.00	\$ 4,495.00
1.00	SGR2005-1-47-W	2-PERSON ACCESSIBLE VERTICAL PRESS	\$ 5,495.00	\$ 5,495.00
1.00	SGR2005-1-48-W	2-PERSON ACCESSIBLE LAT PULL	\$ 5,495.00	\$ 5,495.00
1.00	SGR2005-1-48A-W	2 PERSON ACCESSIBLE CHEST PRESS	\$ 5,495.00	\$ 5,495.00
1.00	SGR2005-1-48E	2-PERSON COMBO BUTTERFLY & REVERSE FLY	\$ 5,395.00	\$ 5,395.00
1.00	SGR2005-1-49	RECUMBENT BIKE	\$ 2,195.00	\$ 2,195.00
1.00	SGR2005-1-76	6-PERSON STATIC COMBO	\$ 7,495.00	\$ 7,495.00
1.00	SGR2005-1-91	ROWING MACHINE	\$ 2,295.00	\$ 2,295.00
1.00	SHP2009-5-05N	2-PERSON LEG PRESS	\$ 4,495.00	\$ 4,495.00
1.00	SHP2009-7-24	PLYOMETRIC STEPS (SET OF 3)	\$ 2,695.00	\$ 2,695.00
1.00	SHP2009-7-25	BACK EXTENSION	2,195.00	2,195.00
1.00	UBX-244	TRICEPS PRESS (ADJUSTABLE RESSISTANCE)	5,195.00	5,195.00
1.00	UBX-255	ARM CURL (ADJUSTABLE RESISTANCE)	5,195.00	5,195.00
1.00	UBX-298	LEG EXTENSION & CURL (ADJUSTABLE RESISTANCE)	5,195.00	5,195.00
1.00	SOURCEWELL	SOURCEWELL CONTRACT #010721-GRN DISCOUNT	(4,433.10)	(4,433.10)

Quotation prepared by: Allison Hasley

- 1) INSTALLATION NOT INCLUDED.
- 2) ALL PRODUCTS ARE SURFACE MOUNT.
- 3) FORKLIFT IS NEEDED TO UNLOAD.

SUBTOTAL \$	58,896.90
FREIGHT \$	4,500.00
SALES TAX \$	-
INSTALL \$	-
\$	-
<b>TOTAL \$</b>	<b>63,396.90</b>

*Thank you for your business!*





**DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 15b**

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SUBJECT: **SHELTER(S)**

CITY COUNCIL MEETING DATE: 03/15/2021

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

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

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

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PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL TO PURCHASE ONE SHELTER IN THE AMOUNT OF \$8,500 TO BE PLACED IN THE FIELD LEFT OF THE PLAYGROUND AT MAIN STREET PARK**

**FUNDING SOURCE: GENERAL FUND RESERVES TO BE REIMBURSED BY SPLOST VI IF FUNDS ARE AVAILABLE**

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HISTORY/ FACTS / ISSUES:

**THREE BIDS OBTAINED FOR 30'W X 40'L X 10' H SHELTERS:**

- **LOYTE BENNET \$23,000**
- **PRECISION METAL BUILDINGS \$40,000**
- **JEFF REGISTER BUILDING & TRUST \$ 8,500**

**TO BE RENTED (IF APPROVED) \$35 FOR RESIDENTS AND \$60 FOR NON-RESIDENTS**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 16

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SUBJECT: \_\_\_\_\_ **STAFF REPORT: CITY MANAGER** \_\_\_\_\_

CITY COUNCIL MEETING DATE: 03/15/2021

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

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

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

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PURPOSE FOR REQUEST:

**TO PROVIDE PROJECT UPDATES**

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HISTORY/ FACTS / ISSUES:

**SEE ATTACHED OUTLINE**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager

**CITY MANAGER'S REPORT – MARCH 9, 2021**  
**FOR CITY COUNCIL MEETING MARCH 15, 2021**

**COVID:** COVID numbers are IMPROVING, staff continue our pandemic protocol and modified behavior. City Hall reopened on March 1, 2021.

**GRHOF/DHM:** Tremendous improvement continue. The area for the catering kitchen has been cleaned out and lighting repaired. Owners of property not belonging to the DHM have been asked to pick up their items as storage is limited. We met with an architect and will be pursuing cost estimate and bids for the design and construction in the space converting it to a warming kitchen.

**Test Manhole Project at Gold Creek Foods:** SCADA is 100% and all testing is being done accordingly.

**SPLOST VII:** Research, planning and negotiations continue.

**Refurbish of Burt Creek/Water Tower #2:** On February 22<sup>nd</sup>, this project started and is ahead of schedule. If the weather cooperates, we could see completion in the next two weeks.

**Pothole Work:** PW staff have filled potholes on Maple Street, the entrance to Burt's Crossing and on Shoal Creek. Once the weather stabilizes, a local paver will be doing some deep patch repairs as were done last year on Main Street and Memory Lane. We don't want to invest too much on Maple Street until the new townhouse construction that is underway, is complete.

**Paving of JC Burt Road:** The city and the county began a joint paving project on JC Burt Road. This road of shared jurisdiction was in dire need of paving. The city is purchasing the materials and the county is providing the labor to repair and repave this road. Milling and deep patch repairs have been carried out and as soon as the water tower project is completed, the final topcoat will be applied.

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

**Sidewalks:** The sidewalk bid documents are complete and ready to bid out. We will be advertising these

for bid in the immediate future.

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

- The dog park has fencing and dog waste stations. We continue working with our Eagle Scout candidate for move this project along.
- Legal has drafted an IGA for the CC/M to review that will allow the city to construct and maintain a paved trail and bridge connecting the library to Main Street Park. We also will add a loop woodland nature trail.
- Staff will be presenting a recommendation for purchase of fitness equipment to be installed along the Main Street Park walkways. It is a statewide contract vendor. Plans would provide 14 fitness stations of various exercises, some accessible in these areas.
- Staff continue to seek bids for picnic shelters.
- We are beginning research regarding modular skate parks for possible consideration as a future amenity to Main Street Park.
- Staff will be submitting to the CC/M at the March 15<sup>th</sup> meeting a fee schedule for rental of the pavilion attached to the rest room adjacent to the playground. It easily seats 25 people and will be rented for birthday parties, etc. We have been receiving a number of requests for this but have held off until pandemic numbers improved. We hope to begin renting this out this spring/summer.

**Farmer's Market:** A lease for use of the facility for 2021 will be presented during the March 15<sup>th</sup> meeting. Staff have had the Fire Marshal verify occupancy limits and will be ordering foldable, picnic tables for this facility. This will allow us to begin renting this facility out. The tables will remain under the pavilion except on dates used by the Amicalola Regional Farmer's Market or by special request from a rental group. At the same meeting, staff will be presenting a recommendation for rental fees. We have received numerous requests for rental but have held off due to the concern for COVID. If approved, we hope to begin renting this facility in late spring/early summer.

**Bee City:** We are working with the Women's Club to get the Bee City signs to be erected as people travel into our county. GDOT does not allow erection of these signs on state ROW. Public Works is identifying where they can be located on city ROW, near our city limit signs.

**Water-Sewer Capital Issues:** Staff from Utilities, Public Works, Finance and Planning/Zoning met with Lamar Rogers on February 10<sup>th</sup> to discuss several priority issues. The most critical is moving forward with the wastewater treatment plan. Staff will be presenting some options in the immediate future to get this project jump started.

**Columbarium Niche:** With the fatalities from COVID, the need for a niche to handle crematory remains has never been greater. Staff are developing cost estimates for such a facility. You will remember, we originally looked at creating such a facility on the bank side of the cemetery and costs were quite high. We now are considering recommendation of taking four cemetery plots and building a smaller niche there. We hope to have a recommendation soon.

**Wastewater Treatment Plant:** As rapid growth in our city continues, it is the recommendation of city staff that we initiate the project immediately. GBT is in agreement. The only holdup is selection of WWTP location. Staff recommend moving forward with the area we already have permitted along Flat Creek below our existing plant.

**Women's Club Donations:** This exceptionally civic minded group continue their support of the city, in particular Main Street Park. They donated and we erected a number of Purple Martin houses and Bluebird houses. These little insect eaters will be a boost to this facility.

**Personnel:**

- We received 14 applications and after three rounds of advertising and ten interviews for the top two candidates were invited back for a second interview. The recommended candidate accepted our offer, and we welcome Tony Seabolt to our Public Works Team.
- The Utility Department is still down one staff member and we are working to rectify that in the next few weeks.
- We are moving forward with GMA recommendations, recently supervision of HR/Grants and Accounts Payable/Special Events was delegated to our new Finance Administrator. Additionally, we are planning to seek some summer laborers providing assistance to both Public Works and Utility Departments.

**Leak Adjustments**

This month's leak adjustment total is \$177.30.



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 17

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SUBJECT: STAFF REPORT: FINANCE ADMINISTRATOR

CITY COUNCIL MEETING DATE: 03/15/2021

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST:

**TO PRESENT FUND BALANCE AND ACTIVITY THROUGH FEBRUARY 28, 2021**

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HISTORY/ FACTS / ISSUES:

**SEE ATTACHED FINANCIAL REPORTS**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Robin Gazaway, Finance Administrator

CITY OF DAWSONVILLE, GEORGIA

GENERAL FUND

July 1, 2020 - February 28, 2021

0.67

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
<b>REVENUES</b>			
Taxes	\$ 1,235,050	\$ 1,305,193	105.68%
Licenses and permits	115,975	120,917	104.26%
Intergovernmental revenues	25,000	134,020	536.08%
Fees	269,200	222,496	82.65%
Other	234,473	52,982	22.60%
	<u>1,879,698</u>	<u>1,835,608</u>	<u>97.65%</u>
<b>EXPENDITURES</b>			
Department:			
Council	99,215	67,489	68.02%
Mayor	21,380	12,031	56.27%
Elections	-	-	0.00%
Administration	739,865	536,271	72.48%
City Hall building	118,000	102,439	86.81%
Animal control	1,500	143	9.53%
Roads	537,517	415,384	77.28%
Parks	47,000	575,739	1224.98%
Planning and zoning	285,721	214,802	75.18%
Economic development	29,500	33,000	111.86%
	<u>1,879,698</u>	<u>1,957,298</u>	<u>104.13%</u>
<b>TOTAL REVENUES OVER EXPENDITURES</b>		(121,690)	
Transfer in From Reserves		<u>121,690</u>	
<b>NET CHANGE IN FUND BALANCE</b>		<u><u>0</u></u>	



CITY OF DAWSONVILLE, GEORGIA  
WATER, SEWER, AND GARBAGE FUND  
July 1, 2020 - February 28, 2021

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
<b>REVENUES</b>			
Water fees	\$ 680,000	\$ 510,806	75.12%
Sewer fees	794,000	596,215	75.09%
Garbage fees	203,500	149,801	73.61%
Miscellaneous	205,310	173,382	84.45%
	<u>1,882,810</u>	<u>1,430,204</u>	<u>75.96%</u>
<b>EXPENDITURES</b>			
Depreciation	574,000	275,344	47.97%
Garbage service	212,000	139,107	65.62%
Group insurance	85,056	59,707	70.20%
Insurance	38,200	13,439	35.18%
Interest	87,450	58,303	66.67%
Payroll taxes	22,752	15,924	69.99%
Professional	98,000	113,256	115.57%
Miscellaneous	52,500	46,606	88.77%
Repairs/supplies	187,500	141,191	75.30%
Retirement	17,000	16,486	96.98%
Salaries	297,402	210,879	70.91%
Technical services	66,000	46,130	69.89%
Utilities	144,950	92,394	63.74%
	<u>1,882,810</u>	<u>1,228,766</u>	<u>65.26%</u>
<b>INCOME (LOSS)</b>		<u><u>201,438</u></u>	

## CITY OF DAWSONVILLE, GEORGIA

## SPLOST

July 1, 2020 - February 28, 2021

## SPLOST VI

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Taxes	1,062,750	1,107,595	104.22%
Interest	2,000	281	14.05%
Other	-	-	0.00%
	<u>1,064,750</u>	<u>1,107,876</u>	<u>104.05%</u>
EXPENDITURES (Capital Outlays)			
City hall acquisition	680,000	692,341	101.81%
Roads and sidewalks	375,750	74,733	19.89%
Public works equipment - roads	-	-	0.00%
Sewer projects	-	-	0.00%
Public works equipment - sewer	-	-	0.00%
Water projects	-	-	0.00%
Public works equipment - water	-	-	0.00%
Farmers market	9,000	6,034	67.04%
Parks and recreation	-	-	0.00%
	<u>1,064,750</u>	<u>773,108</u>	<u>72.61%</u>
TOTAL REVENUES OVER EXPENDITURES		334,768	
Transfer in From Reserves		<u>-</u>	
NET CHANGE IN FUND BALANCE		<u><u>334,768</u></u>	