

AGENDA
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, March 7, 2022
5:00 P.M.

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
 - a. Approve Minutes
 - Regular Meeting and Work Session held February 21, 2022
 - b. Approve Resolution to Adopt the Updated Water Conservation Plan
 - c. Approve Georgia Academy for Economic Development Training for Councilmember Illg
 - d. Approve 2022 Farmers Market Use Agreement
 - e. Approve General Services Agreements with Lead Edge Design Group
 - f. Approve Upgrade to Well and Lift Station Monitoring System
8. Proclamations:
 - Exceptional Children's Week, March 7 – 11, 2022
 - Employee Appreciation Day, March 4, 2022

PUBLIC HEARING

9. **ZA-C2200058**: Everett Management, LLC has petitioned a zoning amendment for TMP D03 010, Located at 239 Hwy 9 North from HB (Highway Business) to CBD (Central Business District). Public Hearing Dates: Planning Commission on December 13, 2021 and City Council on March 7, 2022. City Council for a decision on March 21, 2022.
10. **VAR-C2200060**: Everett Management, LLC has petitioned to eliminate the 30' foot buffer along the rear and east property lines and reduce the 40' foot setback to 17 feet along the East property line and 20' feet along the rear property line for TMP D03 010, Located at 239 Hwy 9 North. Public Hearing: Planning Commission on December 13, 2021 and City Council on March 7, 2022. City Council for a decision on March 21, 2022. (Postponed by Planning Commission until February 14, 2022.)
11. **ZA-C2200111**: City of Dawsonville and Mike Eason has petitioned a zoning amendment for TMP 092 020 002, Located at 374 Burt Creek Rd from R1 (Restricted Single-Family Residential District) to R3 (Single-Family Residential). Public Hearing Dates: Planning Commission on February 14, 2022, and City Council on March 7, 2022. City Council for a decision on March 21, 2022.
12. **ZA-C2200112**: City of Dawsonville and Farmington Woods, LP has petitioned a zoning amendment for TMP 093 041, Located at 34 Farmington Circle from R3 (Single-Family Residential) to R6 (Multiple-Family Residential District). Public Hearing Dates: Planning Commission on February 14, 2022, and City Council on March 7, 2022. City Council for a decision on March 21, 2022.
13. **ZA-C2200119**: SDH Atlanta, LLC has petitioned a zoning amendment for TMP 084 004 and 084 005; Located at 1694 and 1768 Highway 9 South from R1 (Restricted Single-Family Residential District) to R3 (Single-Family Residential). Public Hearing Dates: Planning Commission on February 14, 2022, and City Council on March 7, 2022. City Council for a decision on March 21, 2022.
14. **HPMA-C2200124**: Allen Street Properties, LLC has petitioned a Historic Preservation Map Amendment for a portion of TMP 092B 021, Located at Land Lot 378, 439 and 440 4th District; within the Historic District of Dawsonville. Public Hearing Dates: Historic Preservation Commission on Monday, February 28, 2022, and City Council on March 7, 2022. City Council for a decision on March 21, 2022.

BUSINESS

EXECUTIVE SESSION, IF NEEDED

ADJOURNMENT

The next scheduled City Council meeting is Monday, March 21, 2022

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



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7

SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 03/07/2022

PURPOSE FOR REQUEST:

CONSIDERATION AND APPROVAL OF ITEMS BELOW; SEE ATTACHED SUPPORTING DOCUMENTS

- a. **Approve Minutes**
 - **Regular Meeting and Work Session held February 21, 2022**
 - b. **Approve Resolution to Adopt the Updated Water Conservation Plan**
 - c. **Approve Georgia Academy for Economic Development Training for Councilmember IIIg**
 - d. **Approve 2022 Farmers Market Use Agreement**
 - e. **Approve General Services Agreement with Lead Edge Design Group**
 - f. **Approve Upgrade to Well and Lift Station Monitoring System**
-



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7a

SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 03/07/2022

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPROVE THE MINUTES FROM:

- **REGULAR MEETING AND WORK SESSION HELD FEBRUARY 21, 2022**
-

HISTORY/ FACTS / ISSUES:

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

MINUTES
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers on 2nd Floor
Monday, February 21, 2022
5:00 P.M.

1. **CALL TO ORDER:** Mayor Eason called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Present were Councilmember John Walden, Councilmember Mark French, Councilmember Caleb Phillips, Councilmember William Illg, City Attorneys Kevin Tallant and Kip O'Kelley, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Crew Chief Blake Croft, Planning Director David Picklesimer and Finance Administrator Robin Gazaway.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Walden.
4. **ANNOUNCEMENTS:** None
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by J. Walden; second by M. French. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** None
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a) made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting held February 7, 2022
 - Executive Session held February 7, 2022
8. **EMPLOYEE RECOGNITION:** The Mayor and Council awarded Robin Gazaway a one-year service award. City Manager Bolz introduced the City's newest employee, Susan Bailey.

BUSINESS

9. **ZA-C2200079:** Crawford West Properties, LLC has petitioned a zoning amendment for TMP 091 010, Located at 2279 HWY 9 North from R1 (Restricted Single-Family Residential) to HB (Highway Business). Public Hearing Date: City Council on February 7, 2022. City Council for a decision on February 21, 2022.

Planning Director Picklesimer read the rezoning request.

Motion to approve the rezoning request ZA-C2200079 as presented made by M. French; second by C. Phillips. Vote carried unanimously in favor.
10. **ORDINANCE NO. 03-2022:** An Ordinance To Amend The Charter Of The City Of Dawsonville For The Purpose Of Reapportionment Of Representative Districts Pursuant To O.C.G.A. § 36-35-3 And § 36-35-4.1 (First Reading and Adoption: February 7, 2022; Second Reading and Final Adoption: February 21, 2022)

Attorney Tallant read the second reading of the ordinance amendment.

Motion to approve the second reading and final adoption of Ordinance No. 03-2022 for a Charter Amendment made by W. Illg; second by M. French. Vote carried unanimously in favor. (Exhibit "A")
11. **MAPLE HILL DRIVE DETENTION POND:** Mayor Eason stated City staff and the City Attorney are planning a meeting with the property owners of Maple Hill Drive next week and requests a motion to postpone.

Motion to postpone the agenda item to the March 21, 2022 City Council meeting made by J. Walden; second by M. French. Vote carried unanimously in favor.
12. **SELECTION OF AIRPORT CONSULTING SERVICES:** City Manager Bolz provided the history of the City's airport consulting services firm and the need to rebid and appoint a firm every five years.

Motion to appoint Lead Edge Design Group as the City's Airport Consultant Engineering Services firm made by C. Phillips; second by J. Walden. Vote carried unanimously in favor.

MINUTES
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers on 2nd Floor
Monday, February 21, 2022
5:00 P.M.

WORK SESSION

STAFF REPORTS

13. **BOB BOLZ, CITY MANAGER:** City Manager Bolz provided his report in the agenda packet; the leak adjustment for the month was \$1,142.93.
14. **ROBIN GAZAWAY, FINANCE ADMINISTRATOR:** Financial reports representing fund balances and activity through January 31, 2022 were provided in the agenda packet. Mayor Eason inquired about a transfer in from reserves on the report. Finance Administrator Gazaway explained it is actually an increase. The City had more revenue than expenditures, and with the requirement of having all funds balanced, the transfer is used as a balancing tool.

ADJOURNMENT:

At 5:12 p.m. a motion to adjourn the meeting was made by J. Walden; second by C. Phillips. Vote carried unanimously in favor.

Approved this 7th day of March 2022

By: CITY OF DAWSONVILLE

Mike Eason, Mayor

Caleb Phillips, Councilmember Post 1

William Illg, Councilmember Post 2

John Walden, Councilmember Post 3

Mark French, Councilmember Post 4

Attested: _____
Beverly A. Banister, City Clerk

Subject Matter: Charter Amendment – Redistricting

First Reading and Adoption: February 7, 2022

Second Reading and Final Adoption: February 21, 2022

Publication Dates: Feb. 2, 2022, Feb. 9, 2022, Feb. 16, 2022

Filed with DC Clerk of Court (publication version): January 27, 2022

Filed with DC Clerk of Court (adopted version): _____

Filed with Georgia Secretary of State: _____

ORDINANCE NO. 03-2022

AN ORDINANCE TO AMEND THE CHARTER OF THE CITY OF DAWSONVILLE FOR THE PURPOSE OF REAPPORTIONMENT OF REPRESENTATIVE DISTRICTS PURSUANT TO O.C.G.A. § 36-35-3 AND § 36-35-4.1

WHEREAS, the Charter of the City of Dawsonville, Georgia provides in Section 5.11(e) there shall be four (4) council member districts of approximately equal populations that shall be created and modified as required.

WHEREAS, the City of Dawsonville's current voting district posts were created utilizing data obtained from the 2010 United States Census;

WHEREAS, the City utilized the services of the Georgia Mountain Regional Commission to analyze available data and information from the most recent decennial census to describe population growth and change;

WHEREAS, the Georgia Mountain Regional Commission determined population growth and shifts resulted in uneven voting districts;

WHEREAS, the Mayor and City Council have determined that such reapportionment is necessary due to the addition and shift of the population of the City of Dawsonville since the previous census and thus have determined the below Charter amendment reapportioning said Council Voting Districts is necessary;

WHEREAS, Article IX, Section II, Paragraph II of the Constitution of the State of Georgia, titled *Home Rule for Municipalities*, permits the General Assembly of the State of Georgia to provide by law for the self-government of municipalities, which the General Assembly has done with *The Municipal Home Rule Act of 1965*, O.C.G.A. § 36-35-1, et seq.;

WHEREAS, the United States Constitution requires voting districts be drawn to give maximum effect to one-person/one-vote as required by the 14th Amendment to the Constitution;

WHEREAS, O.C.G.A. § 36-35-4.1 authorizes municipalities to reapportion election districts for the next municipal elections when the municipality is on notice wherein districts may be unconstitutionally out of balance;

WHEREAS, Georgia law also establishes each reapportioned district shall be formed of contiguous territory with boundary lines be at the center of streets or other well-defined boundaries, the variations in populations among the districts created comply with the one person-one vote requirements of the Constitution, and the reapportionment is limited to the extent necessary to establish one person-one vote limits and that the number of representative districts may not be changed, O.C.G.A. § 36-35-4.1(b);

WHEREAS, the data obtained and analyzed by the Georgia Mountain Regional Commission, using criteria and methods where are generally accepted in the field of demography and relying on data that is generally relied upon by demographers, establishes the current district lines must be revised to comply with the one person-one vote mandate of the United States Constitution and the requirements of O.C.G.A. § 36-35-4.1(b);

WHEREAS, a notice of the proposed Charter Amendment, authorized by the General Assembly pursuant to O.C.G.A. § 36-35-3 was published in the Legal Organ for Dawson County for each of three (3) weeks within sixty (60) days of the final action on this ordinance, O.C.G.A. § 35-35-3(b)(1);


WHEREAS, the title of these Ordinances shall have been read and the Ordinance duly adopted at two (2) consecutive City Council meetings not less than seven (7) nor more than sixty (60) days apart, as required by Georgia law;

NOW THEREFORE, the Mayor and Council for the City of Dawsonville, at consecutive Regular meetings of the Governing Authority for the City of Dawsonville, does HEREBY DECLARE AND ORDAIN as follows:

1. The statements and conclusions contained in the “Whereas” paragraphs above are made the findings of fact of the City Council.
2. Any previous maps, depictions, or representations of the voting district posts found in the Charter of the City of Dawsonville are hereby REPEALED in their Entirety.
3. A new Appendix A is hereby enacted and described as shown in the attached Exhibit 1 illustrating the new district lines.
4. The City Attorney is directed to provide notice of this redistricting to the Georgia Secretary of State and to the Legislative Reapportionment Office within 30 days of this Ordinance, and to the Office of the United States Attorney General, to the extent the law requires such communication.

SO ADOPTED AND ORDAINED by the City Council of Dawsonville, Georgia, this 21 day of February, 2022.

MAYOR AND DAWSONVILLE CITY COUNCIL

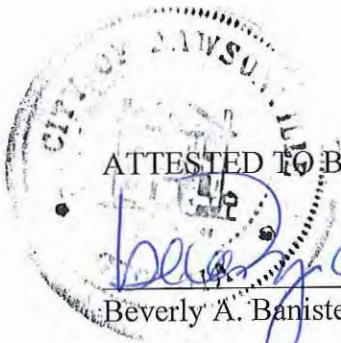
By: 
Mike Eason, Mayor


Caleb Phillips, Council Member Post 1

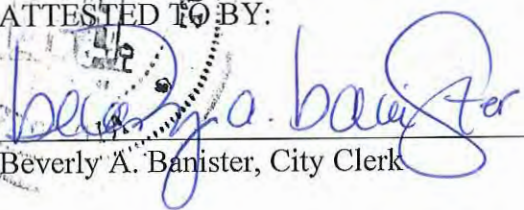

William Illg, Council Member Post 2


John Walden, Council Member Post 3


Mark French, Council Member Post 4

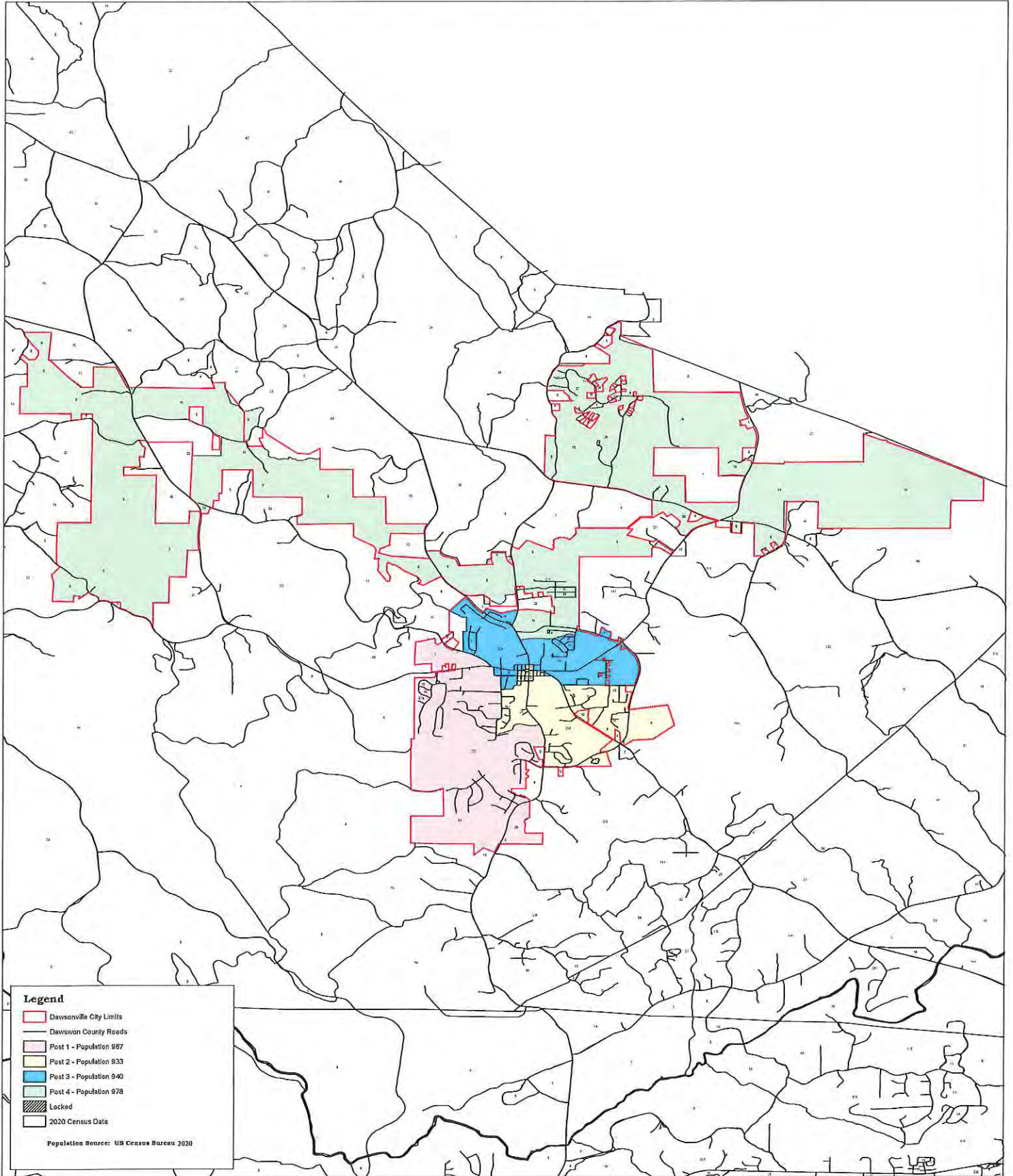


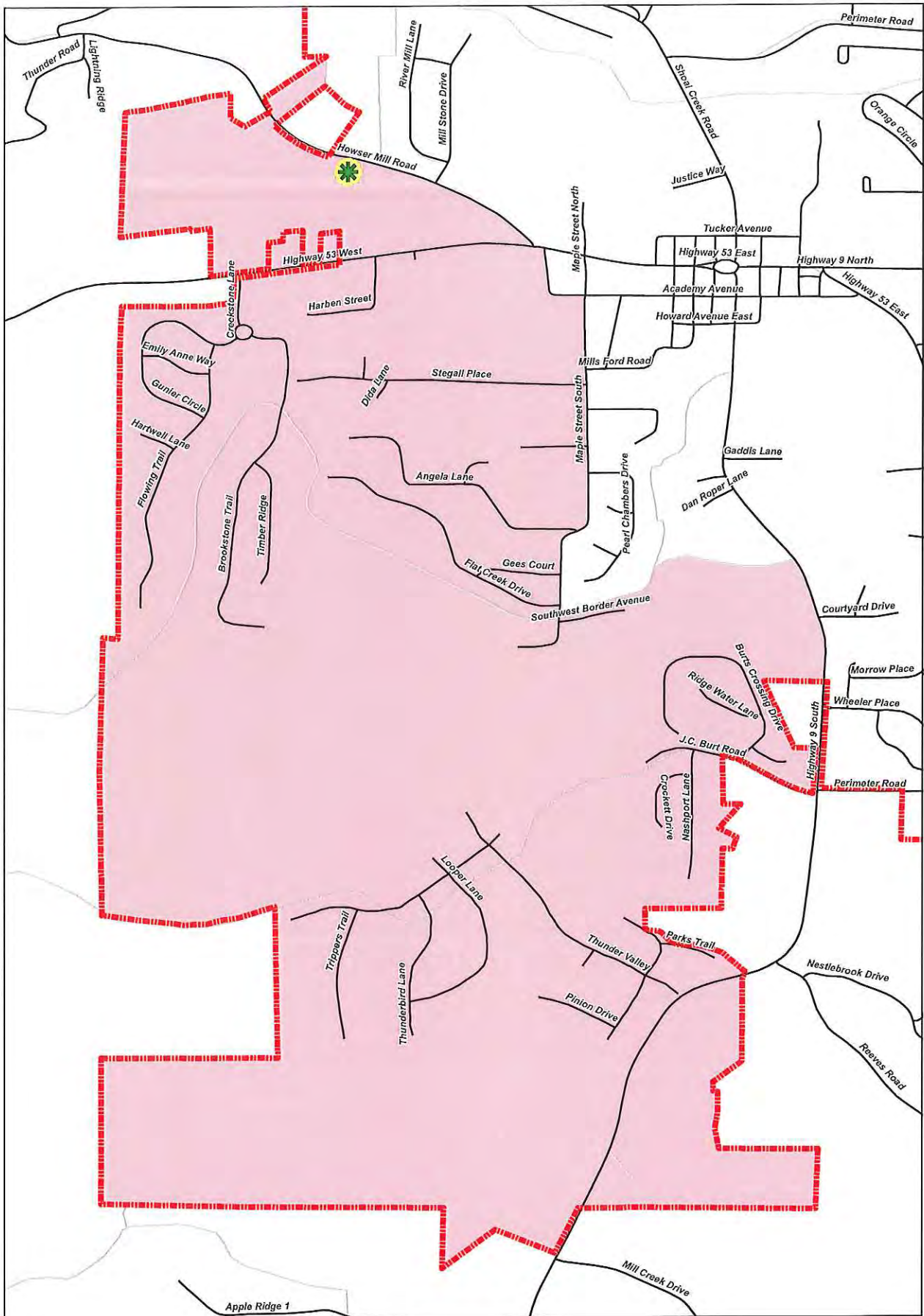
ATTESTED TO BY:


Beverly A. Banister, City Clerk

City of Dawsonville

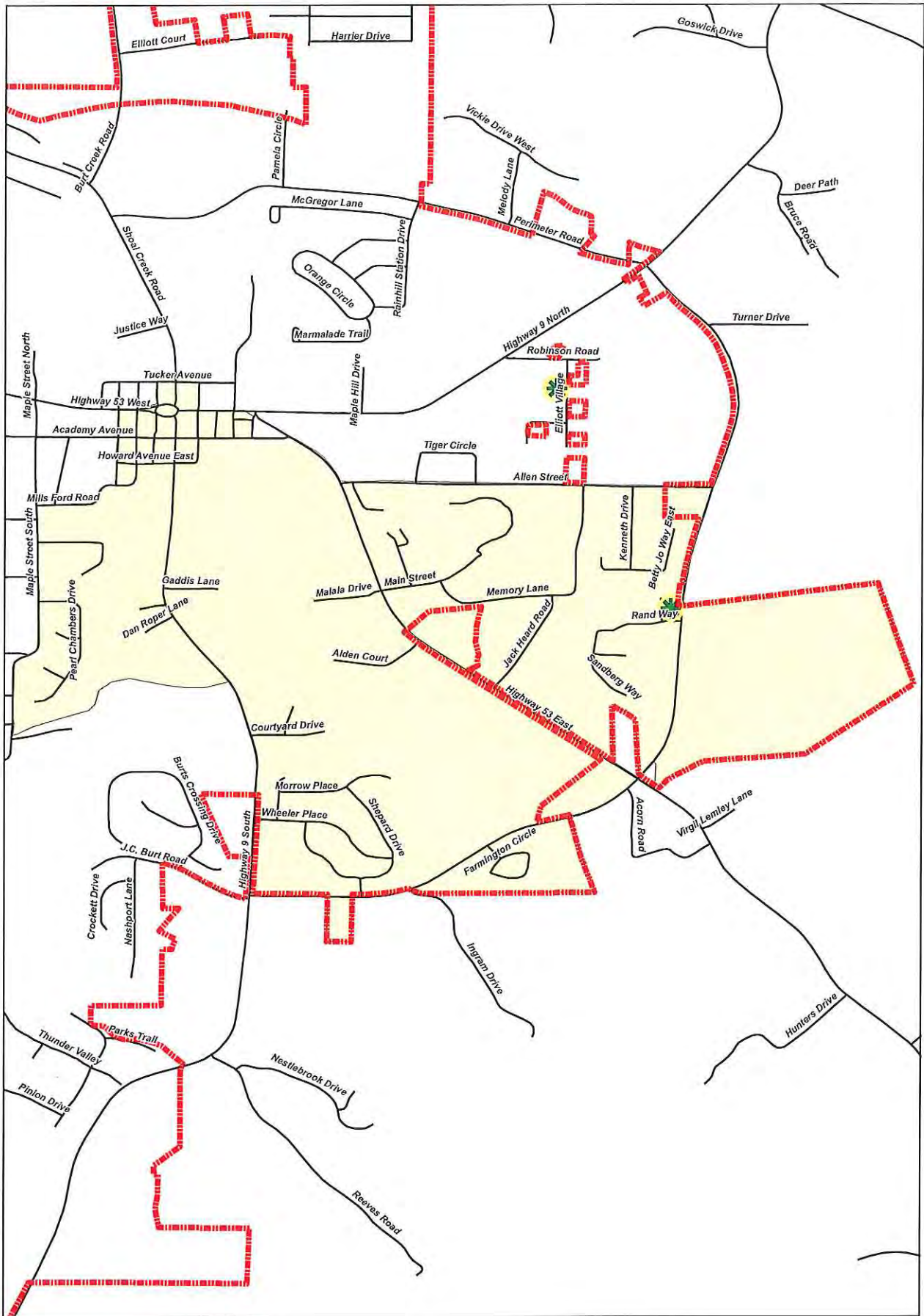
Proposed Revised Voting District Posts



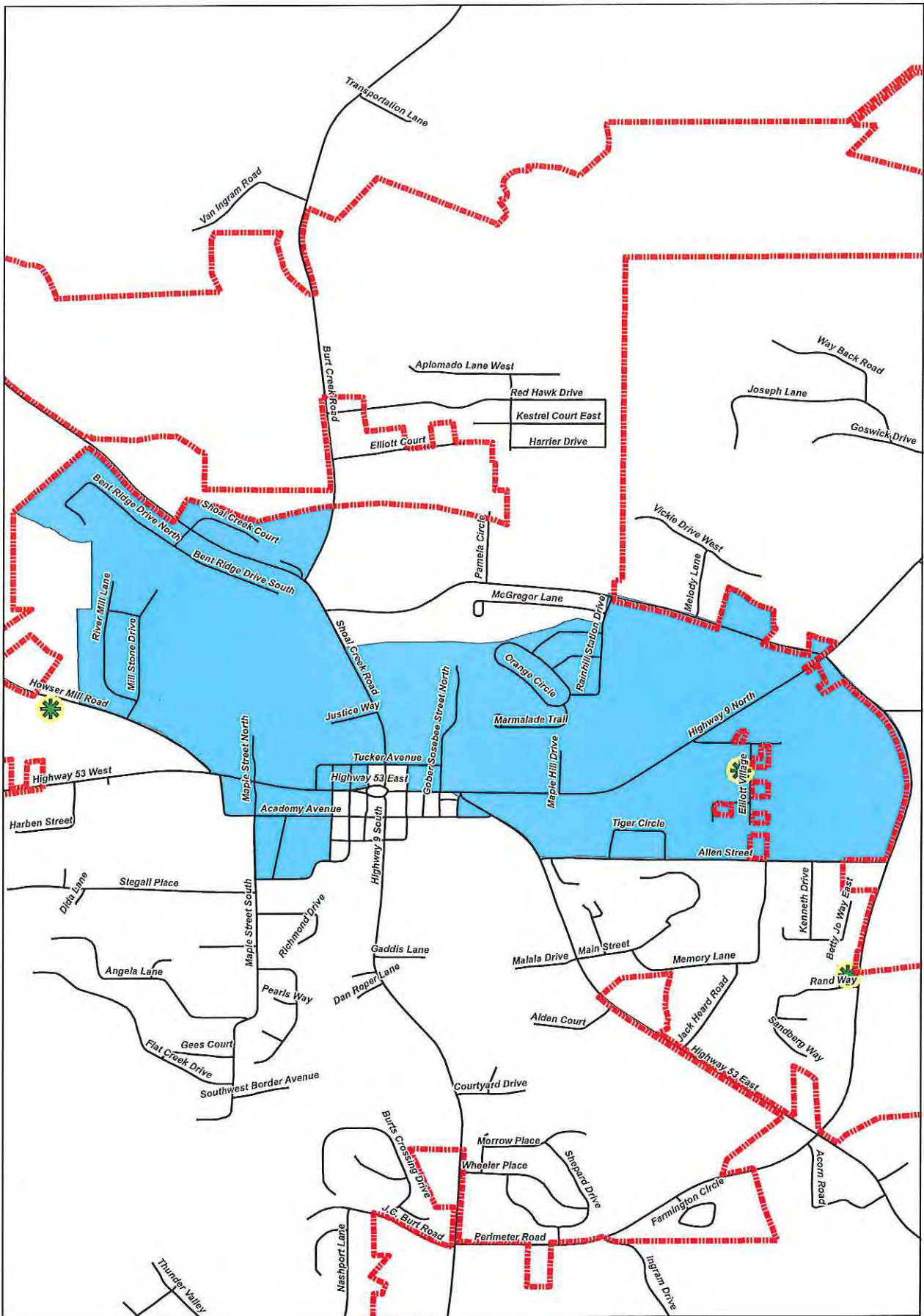


**City of Dawsonville
Voting Post 1
Population - 987**



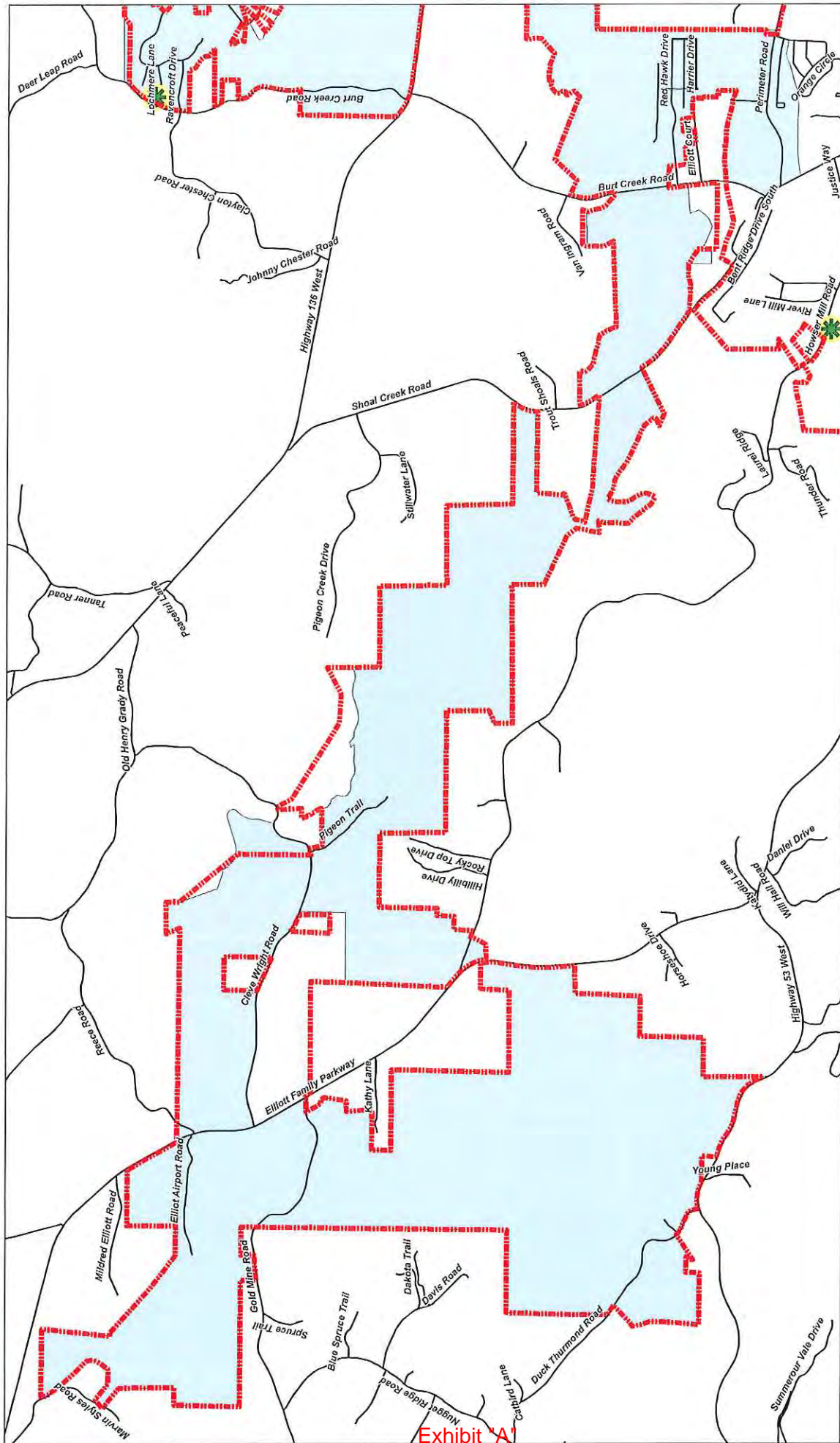


**City of Dawsonville
Voting Post 2
Population - 933**



City of Dawsonville
Voting Post 3
Population - 940

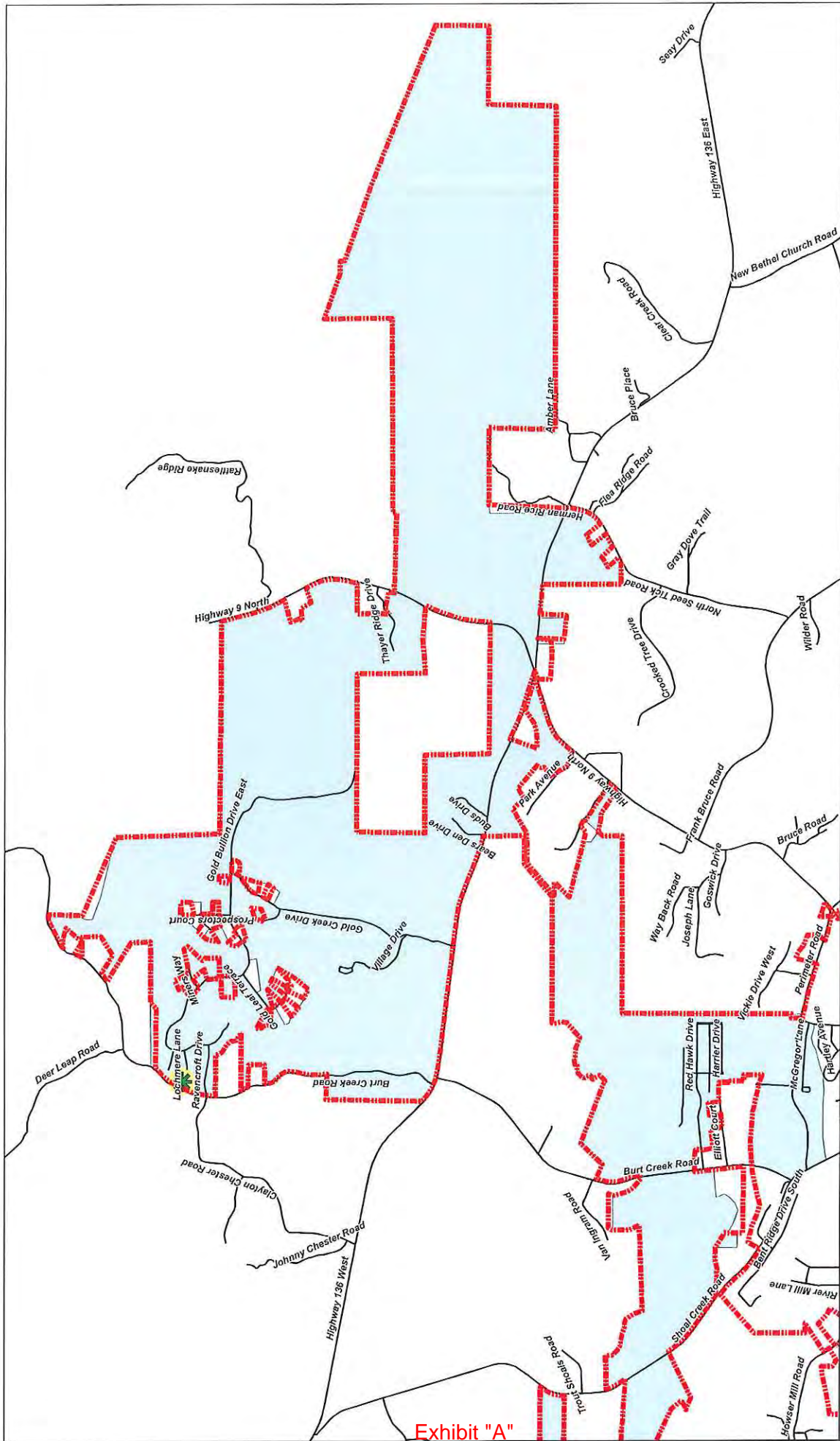




City of Dawsonville
 Voting Post 4 - Section 1
 Population - 978 (Both Sections)

Exhibit A





City of Dawsonville
 Voting Post 4 - Section 2
 Population - 978 (Both Sections)

Exhibit "A"





DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7b

SUBJECT: APPROVE RESOLUTION TO ADOPT THE UPDATED WATER CONSERVATION PLAN

CITY COUNCIL MEETING DATE: 03/07/2022

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 REQUEST APPROVAL OF RESOLUTION R2022-01 TO ADOPT THE UPDATED WATER CONSERVATION PLAN

HISTORY/ FACTS / ISSUES:

- **REQUIRED FOR RENEWING AND MODIFYING OF THE CITY'S GROUNDWATER WITHDRAWAL PERMIT**
 - **PREPARED BY TURNIPSEED ENGINEERS**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

STAFF RECOMMENDS APPROVAL OF RESOLUTION

REQUESTED BY: Jacob Barr, Utilities Operation Manager

RESOLUTION R2022-01

**A RESOLUTION OF THE CITY OF DAWSONVILLE
ADOPTION OF WATER CONSERVATION PLAN**

WHEREAS the City of Dawsonville realizes the need to update its water conservation plan to protect the natural resources of the City and comply with Georgia Environmental Protection Division guidelines for permitting groundwater withdrawals, and

WHEREAS the City has authorized the updated Water Conservation Plan for the City of Dawsonville dated February 2022,

WE HEREBY RESOLVE to adopt the Water Conservation Plan for the City of Dawsonville dated February 2022, as prepared by Turnipseed Engineers.

THIS RESOLUTION was passed by a vote of ____ to ____ at a City Council Meeting held March 7, 2022.

MAYOR AND DAWSONVILLE CITY COUNCIL

By: _____
Mike Eason, Mayor

Caleb Phillips, Councilmember Post 1

William Illg, Councilmember Post 2

John Walden, Councilmember Post 3

Mark French, Councilmember Post 4

ATTEST:

Beverly A. Banister, City Clerk

WATER CONSERVATION PLAN
FOR THE
CITY OF DAWSONVILLE

FEBRUARY 2022

PROJECT NO. 833.082

WATER CONSERVATION PLAN
FOR THE
CITY OF DAWSONVILLE

FEBRUARY 2022

PROJECT NO. 833.082

Prepared by:



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Executive Summary

This updated Water Conservation Plan is prepared in accordance with requirements of Rule 391-3-2-.04 (11) and published guidelines of Georgia Department of Natural Resources. As the City of Dawsonville meets growing water demands of its customers, it must conserve and protect critical water resources of the Coosa River basin. The purposes of this plan are therefore to reduce lost and non-revenue water, establish programs for long term water demand management, and provide long range planning consistent with the Coosa-North Georgia Regional Water Plan.

I. System Management

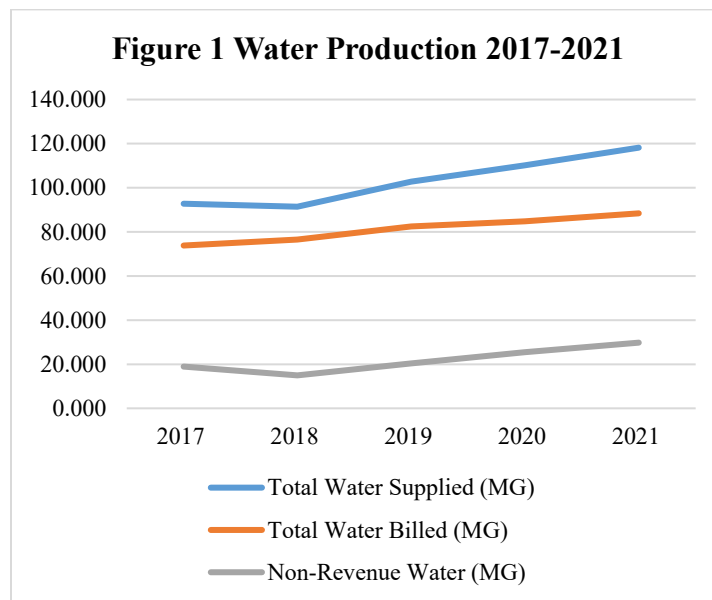
A. Existing Facilities, Production and Water Use

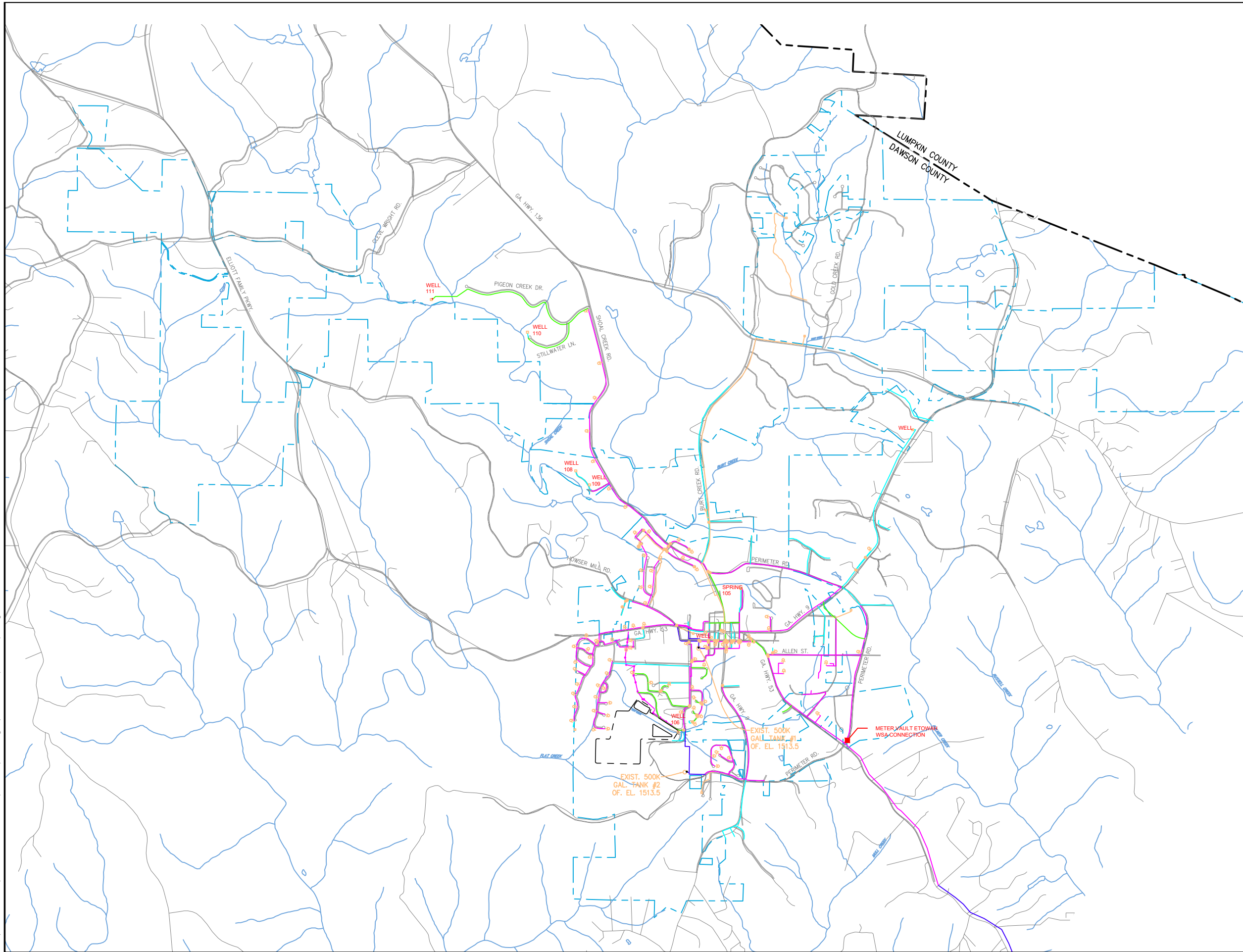
The City of Dawsonville water system consists of five groundwater wells, one spring, two elevated storage tanks and approximately 27 miles of 2-inch through 10-inch distribution lines. In addition to the existing system, the City has an emergency connection to the Etowah Water and Sewerage Authority water system. A municipal water system profile is included in the Appendix. A map of the water system is shown in Exhibit One on the following page.

Water production data from 2017 through 2021 is summarized in Table 1 and Figure 1.

Table 1 Water Production 2017-2021

<i>Year</i>	<i>Water Produced (MG)</i>	<i>Water Purchased (MG)</i>	<i>Total Water Supplied (MG)</i>	<i>Water Metered and Billed (MG)</i>	<i>Water Unmetered and Billed (MG)</i>	<i>Total Water Billed (MG)</i>	<i>Water Metered and Unbilled (MG)</i>	<i>Non-Revenue Water (MG)</i>	<i>Total Unmetered Water (MG)</i>
2017	77.694	15.065	92.759	73.809	0.000	73.809	0.125	18.950	18.825
2018	82.563	8.855	91.418	76.484	0.000	76.484	0.101	14.933	14.832
2019	102.809	0.000	102.809	82.468	0.000	82.468	0.107	20.341	20.234
2020	110.229	0.000	110.229	84.784	0.000	84.784	0.291	25.444	25.154
2021	118.179	0.000	118.179	88.406	0.000	88.406	0.663	29.772	29.110





LEGEND

- CITY / COUNTY LIMITS ---
- ROADS ---
- EXISTING WATER LINE (4" AND SMALLER) ---
- EXISTING WATER LINE (6") ---
- EXISTING WATER LINE (8") ---
- EXISTING WATER LINE (10" AND LARGER) ---
- EXISTING FIRE HYDRANT ●
- EXISTING VALVE ○
- EXISTING BOOSTER PUMP STATION □
- EXISTING MASTER METER □
- WELLS □
- SPRING □



GRAPHIC SCALE

CITY OF DAWSONVILLE, GEORGIA

WATER SYSTEM MAP

SCALE: AS SHOWN DATE: JANUARY 2022



ATLANTA
AUGUSTA
ST. SIMONS ISLAND

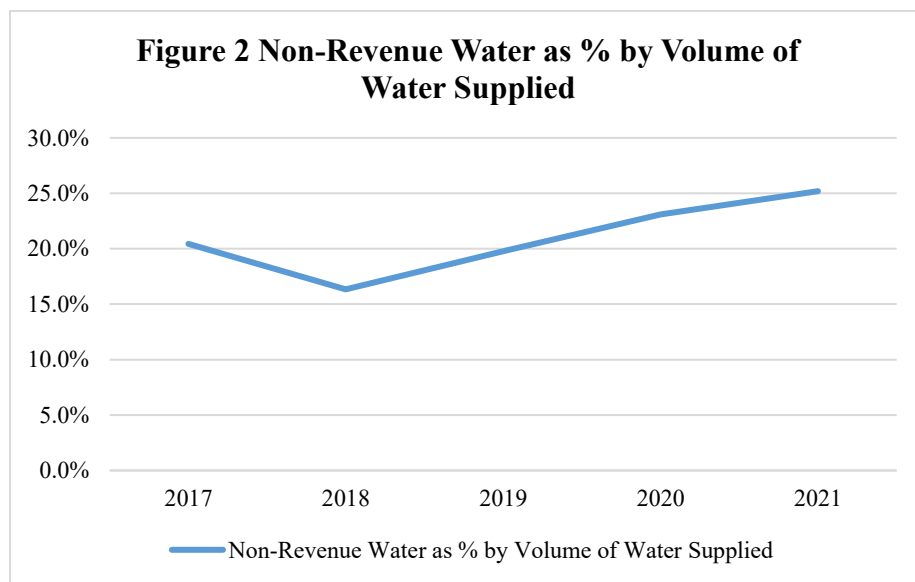
B. Non-Revenue Water Data

Prior to the 2020 Decennial Census, the US Census American Community Survey estimated the City population to be below 3,000. Water service population estimates were also below the threshold of 3,300 for annual water audits. Water audit reports are therefore not available currently. New estimates based on 2020 Census results, however, indicate the service population is now over 3,300, and water auditing procedures are planned to commence in 2022.

Non-revenue water data is shown in Table 2 and illustrated in Figure 2.

Table 2 Non-Revenue Water Summary, 2017-2021

<i>Year</i>	Water Supplied (MG/Year)	Billed Water (MG/Year)	Non-Revenue Water (MG/Year)	Non-Revenue Water as % by Volume of Water Supplied
<i>2017</i>	92.759	73.809	18.950	20.4%
<i>2018</i>	91.418	76.484	14.933	16.3%
<i>2019</i>	102.809	82.468	20.341	19.8%
<i>2020</i>	110.229	84.784	25.444	23.1%
<i>2021</i>	118.179	88.406	29.772	25.2%



As seen in Figure 2, the proportions of non-revenue water volumes to the volumes of water supplied have increased from 2017 through 2021. Although this would appear to be a negative trend, the increase reflects improved metering during the period. An automated meter reading (AMR) system was completed in 2017, improving consumption data. Because production meters at the wells and the spring were not as accurate, decreasing non-revenue water numbers in 2017 and 2018 are misleading. All production meters were replaced with new ultrasonic meters during 2019. Improved production metering during 2019 and in following years, in combination with accurate consumption metering, are reflected by an increase in the proportion of non-revenue water recorded. Improved data is critical for useful water auditing and progress toward the goal of reducing real water losses.

Non-revenue water represented about 24% of the water supplied to the system in 2020 and 2021, when new production meters were in use. All billed water is metered. As seen in Table 1, unbilled metered accounts only represented about 0.5% of water supplied in 2020 and 2021. Unmetered water accounted for almost all non-revenue water during the same period.

II. Water Conservation Measures

To address local needs and regional goals, City water management practices are consistent with the Coosa-North Georgia Regional Water Plan. The updated water conservation plan and City ordinances address high priorities identified in the regional water plan. The following initiatives implement water supply management practices prescribed by the regional water plan to reduce real and apparent water losses.

A. Leak Detection and Elimination

Leaks may be detected by accounting practices, field observation, pressure problems and other methods.

1. Accounting Practices: A calculation of lost water should be performed monthly based on the following equation:

$$\%Lost = \frac{(VolProduced - VolSold - VolFlushed)}{VolumeProduced} (100)$$

*volume produced = pumped plus purchased

2. AMR Notifications: The AMR system notifies the City of potential customer leaks for resolution. While leaks on the customer side of the meter are not “non-revenue” usage, identifying customer leaks reduces unnecessary demands and requests to adjust bills resulting from leaks.
3. Field Observations: Field inspections are performed along line routes regularly by City personnel trained to identify sites with a high probability for leaks. The public may also report possible leaks. Priority for field investigation is based on public reports, losses indicated by accounting, repair history, and the age, material, and known conditions of lines. Leaks found are repaired immediately.
4. Pressure Problems: Pressures and tank levels in the system are monitored by a supervisory control and data acquisition system (SCADA) and may be

tested in specific locations as needed. Unusual flow and pressure readings are investigated and addressed.

5. SCADA Operation: The City monitors tank levels with its SCADA system on a constant basis to provide efficient use of storage, maintain water quality, prevent tank overflows, and control pumping rates.
6. Repair Inventory: An inventory of leaks and repairs is maintained to reduce the time required to find possible location of new leaks and to prioritize line replacements.
7. Water line replacement: Repair history, field inspection, operational data, and customer complaints are used to plan and prioritize point repairs, line replacements, and additional lines.
8. Flushing Program: Periodic flushing of lines removes mineral deposits to maintain adequate flow, pressure and water quality.

B. Availability of Accurate Maps

Accurate maps of the water system are maintained and available for viewing at City Hall and the Public Works Department. The City has a GIS map of the water system.

C. Meter Maintenance, Testing, Calibration, and Testing

In 2017, the City completed an automated meter reading (AMR) system, including complete service meter replacement. Billing software is integrated with reading software. The AMR system identifies most malfunctioning meters and allows the City to monitor cumulative through-put of individual meters. Meters are replaced when problems occur. The City is considering a sampling and testing procedure for customer meters in the future.

The Etowah Water and Sewerage Authority calibrates the master meter annually at the point from which the City purchases water from the Authority. Octave

ultrasonic meters were installed at the City's wells and spring in 2019. The representative for Master Meter stated these meters cannot be field calibrated and are intended to be replaced at 10 years.

D. Recycling and Reuse of Treated Wastewater

The City does not recycle backwash at the two wells with filters. Sewage from the City is treated and disposed in a land application system. Treated wastewater is not recycled currently.

E. Upgrades of Equipment

The City promptly repairs or replaces equipment not operating satisfactorily. As noted previously, production meters were replaced in 2019, and an AMR system with new meters was completed in 2017. Water storage tanks are rehabilitated on a schedule. Planned water system improvements include a new well and water line extensions.

F. Enforcement of Plumbing Ordinances

Chapter 102 of the City Code of Ordinances adopts the Georgia State Minimum Standard Plumbing Code (International Plumbing Code with Georgia State Amendments for high-efficiency plumbing fixtures and fittings). The City enforces the code through permitting, inspection, and fines.

G. Prevention of Unauthorized and Excessive Water Use

Chapter 14 of the City Code of Ordinances prohibits unauthorized connections and use of unmetered water. The Dawson County Sheriff's Office may be informed to investigate suspected water theft, such as unauthorized use of water from hydrants. Violations may be referred to the appropriate court.

H. Selection Criteria for Conservation Measures

The City works with its consulting engineers in planning needed capital improvements. City personnel prioritize improvements in phases according to urgency, benefits, costs, availability of funding, and effects on user rates. Improvements, such as the AMR system and replacement of production meters, have had immediate benefits for water conservation.

Many conservation measures, such as identifying and repairing leaks and maintenance of production and customer meters are incorporated in standard operating procedures.

I. Potential Barriers to Implementation of Water Conservation Measures

There are no known legal barriers to implementing water conservation measures or improving efficiency of the water system. The City government has legal authority and has demonstrated commitment to implement beneficial policies.

The most significant barriers are financial. Costs of improvements, as well as all operational and maintenance costs, are supported by water customers. Capital improvements must therefore be affordable for all customers, including residents with low incomes. This requires careful prioritization and phasing of improvements. Many conservation measures are incorporated into standard operating procedures. Most routine measures to improve efficiency decrease costs of operating and therefore benefit water customers.

J. Other Water Conservation Efforts for Further Analysis

After the City has obtained results from future water audits, a useful step may be to establish an economic level of leakage (ELOL) to represent the ultimate, cost-effective goal for efficiency. This goal may be used in coordination with the City's capital improvements plan and water audit results to prioritize and determine the feasibility of water conservation activities, maintenance initiatives and construction projects.

III. Drought Contingency Plan

A. Drought Condition Indicators

Conditions which reduce the normal supply of water and pressure excessively may be considered either a drought or emergency condition to compel the City of Dawsonville to put its priority use system into effect. These conditions may be any one or more of the following.

1. High water demand
2. Drought and excessive heat conditions
3. Low water levels or reduced recovery in wells
4. Other supply interruptions
5. Power failures
6. Water main breakages or failures
7. A drought declaration by the Director of the Georgia Environmental Protection Division
8. Other emergencies and *force majeure*

As a policy the City will declare a drought response consistent with and in conjunction with the Etowah Water and Sewerage Authority.

B. Potable Water Use Priorities Program

1. During a drought condition or emergency, the City will implement a priority use program for water usage. The general ranking of uses in decreasing order of importance is:
 - a. Emergency facilities for essential life support
 - b. Public health, necessity and safety
 - c. Domestic and personal uses, including drinking, cooking, washing, sanitation and health
 - d. Farm uses
 - e. Industrial and commercial uses
 - f. Construction activities

- g. Other uses such as lawn irrigation, non-commercial car washing, and garden watering
- h. Outdoor recreational uses, swimming pools
- i. Line flushing, except as necessary for public health or to maintain water quality
- j. Street cleaning and hydrant testing

Schools and similar facilities may be temporarily closed, if necessary.

- 2. The priority use system will be put into effect only during water shortage periods such as droughts and maintenance problem periods. The principal causes for establishing water use priorities include, but are not limited to the indicators listed in Section A.
- 3. The following conditions are included in the City's priority use program:
 - a. The City reserves the right to discontinue its service without notice for the following reasons:
 - i. To prevent fraud or abuse
 - ii. Consumer's willful disregard of municipality rules
 - iii. Emergency repairs
 - iv. Insufficiency of water supply due to circumstances beyond the City's control
 - v. Legal processes
 - vi. Direction of public authorities
 - vii. Strike, riot, fire, natural disaster, unavoidable accident, actions of others or other *force majeure*
 - b. The City shall have the right to adopt specific rules and regulations at any time to allocate water to consumers to maintain a reliable water supply and respond to emergencies.

- c. Water usage priorities will be established for each emergency or condition requiring curtailed use of water, generally as listed above in this section. Priorities and allocations can be established and enforced by the City through administrative procedures or legal actions, including citations and water use surcharges. The City's AMR system will provide consumption information with which the City can monitor and address usage issues. If water usage must be strictly curtailed or rationed, it is the policy of City to seek compliance on a voluntary basis with coverage in the news media and by public announcements. Violations may be referred to the Dawson County Sheriff's Office and be heard before the appropriate court as necessary for serious or repeated violations and dire emergencies.
- d. Water rationing may be employed to address extreme water shortages. In such an event, the City may determine a minimum requirement and allocate a volume of water for each customer per day based on the number of people served.
- e. If the system appears to become completely depleted, or if service is interrupted for an extended period in a portion of the service area, affected residents may be encouraged to obtain bottled water from private sources. Central supply points may also be established, from which residents may receive water.

C. Restrictions on Lower Priority Uses

The City will respond to drought declarations and fully implement response strategies provided by Rule 391-3-30 of the Department of Natural Resources for Drought Management. If circumstances require, various uses may be designated by time of day and/or time of week. Discretionary water use and collection (storage) of water during off-peak hours may also be encouraged. Water reuse will be encouraged when practical, such as wash water for watering plants. Due to

potential need to import or export of water, restrictions will be coordinated with the Etowah Water and Sewerage Authority.

Table 3 shows standard watering restrictions. Additional restrictions and exemptions are provided in DNR Rule 391-3-30.

Table 3 – Outdoor Watering Schedule

<i>Drought Condition</i>	<i>Address/ Activity</i>	<i>Time Permitted for Outdoor Watering</i>
Non-Drought	No special restrictions	4:00 pm to 10:00 am
Level One Drought / Emergency	No special restrictions	4:00 pm to 10:00 am
Level Two Drought / Emergency	Odd Numbered Addresses	Thursday, Sunday 4:00 pm to 10:00 am
	Even Numbered Addresses	Wednesday, Saturday 4:00 pm to 10:00 am
Level Three Drought / Emergency	Food Gardens, Hand-watering	4:00 pm to 10:00 am
	Athletic Fields, Public Recreation Areas, Golf Courses	Special restrictions

The City’s tiered conservation water rates comply with criteria in the Coosa-North Georgia Regional Water Plan. The Authority is therefore not required to develop a drought surcharge program.

D. Alternative Water Sources

The City of Dawsonville maintains a connection with Etowah Water and Sewerage Authority. The agreement between the two parties allows each party to purchase water from the other subject to availability if needed to meet its customer demands. Either party may purchase a maximum of 200,000 gallons of potable water per day from the other to a limit of 6,000,000 gallons per month. Either party may purchase

additional water from the other on an emergency basis by agreement between the Mayor of the City and the Chairman of the Authority. A copy of this agreement is included in the Appendix.

In dire emergencies or circumstances in which no water can be transmitted to a segment of the customer population, customers may receive water from designated supply points.

IV. Implementation of Water Conservation Measures

The City implements water conservation measures consistent with practices described in the Coosa-North Georgia Regional Water Plan.

A. Georgia Water Conservation Law Compliance

Chapter 102 of the City Code of Ordinances adopts the Georgia State Minimum Standard Plumbing Code (International Plumbing Code with Georgia State Amendments for high-efficiency plumbing fixtures and fittings). The City enforces the code through permitting, inspection, and fines.

Chapter 14 of the City Code prohibits unauthorized connections and use of unmetered water. The Dawson County Sheriff's Office will be informed to investigate suspected water theft, such as unauthorized use of water from hydrants. Violations will be addressed in the appropriate court.

B. Outside and Special Water Use

Landscape irrigation and outdoor water use are subject to Georgia Rule 391-3-30 for Drought Management and all permanent and temporary restrictions required under this rule. Chapter 14 of the City Code maintains permanent restrictions.

Car washes are subject to Georgia Rule 391-3-31 for Water Conservation Best Management Practices and Certification.

C. Operating Procedures

The City water system service population appears to have reached the threshold at which annual water loss audits are required. Accounting for the audits is

commencing, with the first report due next year. Results will be used to identify and implement management procedures to reduce real and apparent losses.

Standard operating procedures in Section II of this plan implement routine conservation practices.

D. Conservation Rate Structure

The City utilizes a conservation water rate structure with four increasing rate tiers for all billed customer classes. Because this structure complies with criteria in the regional water plan, the City is not required to develop a drought surcharge program.

E. Water Conservation Progress Reports

Copies of the City's Water Conservation Progress Report and Water Loss Control Program are included in the Appendix.

V. Analysis of Benefits and Costs

Implemented water conservation measures reduce operating costs and withdrawal demands. New water auditing will produce better estimates of the costs of real and apparent water losses. The complete meter replacement in 2017 substantially reduced non-revenue water due to poor metering and provided reliable revenue to maintain and improve the water system. Non-revenue water appears to have increased since new production meters were installed in 2019. This observation, however, is a positive outcome because it reflects improved capability to measure and improve system efficiency.

VI. Education Efforts

It is the policy of the City of Dawsonville to promote water conservation through routine public education, with intensified efforts during droughts and emergencies.

Pamphlets or booklets on water supply and conservation will be placed in the water billing office as available from American Water Works Association, Georgia Rural Water Association, National Resources Conservation Service, Georgia Environmental Protection Division, County Extension Service and others.

Printed materials may be provided as bill inserts. In the future, the City may also use a targeted approach by placing links on the City website on its Utilities Division page to high quality agency and topical resources for water conservation and watershed protection. The City may also select documents or information to highlight or post from such sites. The following are examples of useful websites:

EPD Water Conservation Resources – <https://epd.georgia.gov/water-conservation>

Clean Water Campaign – <http://cleanwatercampaign.org/>

EPA Water Sense Kids – <https://www3.epa.gov/watersense/kids/index.html>

Natural Resources Conservation Service – <http://www.nrcs.usda.gov/>

United States Environmental Protection Agency - Learn about water –
<https://www.epa.gov/learn-issues/learn-about-water>

University of Georgia Extension Service – <http://extension.uga.edu/>

Water Smart - water conservation – <http://www.watersmart.net/>

100 ways to save water – <http://wateruseitwisely.com/100-ways-to-conserve/>

VII. Demand Forecast

Tables 4, 5, 6 and 7 show population and water demand data and projections for the Dawsonville water system. Population data to 2020 is provided by United States Census Bureau Decennial Censuses. The Governor’s Office of Planning and Budget 2020 population projections for Dawson County to 2065 were used to project proportional City and service area populations beyond 2020.

Table 4 Population Projections

<i>Year</i>	<i>Dawson County^{1,2}</i>	<i>Dawson County Growth Rate</i>	<i>City Population^{1,3}</i>	<i>Service Population^{3,4}</i>
1980	4,774		342	
1990	9,429	97.5%	467	
2000	15,999	69.7%	619	
2010	22,330	39.6%	2,536	
2020	26,798	20.0%	3,720	3,409
2025	31,420	17.2%	4,362	3,997
2030	36,790	17.1%	5,107	4,680
2035	39,781	8.1%	5,522	5,061
2040	43,867	10.3%	6,089	5,580
2045	48,072	9.6%	6,673	6,115
2050	52,901	10.0%	7,344	6,730

Sources:

¹*US Census Bureau Decennial Census 1980-2020*

²*Georgia County Residential Projections 2020 to 2065, OPB 2020*

³*From 2025-2065, City and service populations are projected according to county growth rate.*

⁴*2020 Service population is estimated by persons per housing unit from the 2020 Census (2.57), multiplied by the number of residential services.*

Table 5 Water Demand 2017-2021

<i>Year</i>	<i>Annual Average Daily Demand (MGD)</i>	<i>High Month Average Daily Water Demand (MGD)</i>	<i>Maximum 24-hour Water Demand (MGD)</i>	<i>Ratio of High Month Average Daily to AADD</i>	<i>Ratio of Maximum 24-hour demand to AADD</i>
2017	0.254		0.378		1.5
2018	0.250		0.356		1.4
2019	0.282		0.467		1.7
2020	0.301	0.356	0.546	1.2	1.8
2021	0.324	0.343	0.498	1.1	1.5

From operating data provided by the City, 2017-2021

Table 6 Monthly Water Distribution

<i>Month</i>	<i>Total Distribution (Gallons)</i>	<i>Total Distribution (MG)</i>	<i>Monthly Daily Average Distribution (MGD)</i>
2021			
January	8,905,900	8.906	0.287
February	7,865,400	7.865	0.281
March	9,496,900	9.497	0.306
April	9,725,300	9.725	0.324
May	10,374,200	10.374	0.335
June	10,162,200	10.162	0.339
July	10,345,500	10.346	0.334
August	11,038,300	11.038	0.356
September	10,638,800	10.639	0.355
October	10,519,500	10.520	0.339
November	9,073,400	9.073	0.302
December	10,036,100	10.036	0.324
Totals	118,181,500	118.182	0.324
High Month			0.356
2020			
<i>Month</i>	<i>Total Distribution (Gallons)</i>	<i>Total Distribution (MG)</i>	<i>Total Distribution (MG)</i>
January	8,512,900	8.513	0.275
February	7,751,700	7.752	0.267
March	8,134,200	8.134	0.262
April	8,455,000	8.455	0.282
May	9,005,500	9.006	0.291
June	9,535,100	9.535	0.318
July	10,625,200	10.625	0.343
August	10,589,400	10.589	0.342
September	10,025,900	10.026	0.334
October	9,570,900	9.571	0.309
November	9,010,300	9.010	0.300
December	9,012,400	9.012	0.291
Totals	110,228,500	110.229	0.301
High Month			0.343

Table 7 Demand Projections

<i>Year</i>	<i>Annual Average CNGWPR Per Capita Daily Demand for Dawson County (GPD)¹</i>	<i>City Service Population</i>	<i>Annual Average Daily Demand from CNGWPR Projections (MGD)²</i>	<i>High Month Demand from CNGWPR Projections (MGD)^{2,4}</i>	<i>Maximum 24-Hour Demand from CNGWPR Projections (MGD)^{2,5}</i>	<i>Average Annual Daily Demand based on City Data (MGD)³</i>	<i>High Month Demand from City Data (MGD)^{3,4}</i>	<i>Maximum 24-Hour Demand from City Data (MGD)⁵</i>
2020	156.3	3,409	0.533	0.639	0.853	0.324	0.356	0.546
2025	155.6	3,997	0.622	0.746	0.995	0.377	0.452	0.603
2030	154.9	4,680	0.725	0.870	1.160	0.438	0.525	0.700
2035	154.2	5,061	0.780	0.936	1.248	0.470	0.564	0.751
2040	153.4	5,580	0.856	1.027	1.370	0.514	0.616	0.822
2045	152.7	6,115	0.933	1.120	1.494	0.558	0.670	0.893
2050	151.9	6,730	1.022	1.227	1.636	0.609	0.731	0.975

¹Per capita demands and efficiency adjustments from the Coosa-North Georgia Water Planning Region Water and Wastewater Forecasting Technical Memorandum, March 30, 2017

²Coosa-North Georgia Water Planning Region per-capita projections multiplied by service population

³Projected from 2021 City demand, increasing proportionally to population, less CNGWPR efficiency reduction of 0.15 GPD per capita per year

⁴Average annual daily demand multiplied by 1.2.

⁵Average annual daily demand multiplied by 1.6.

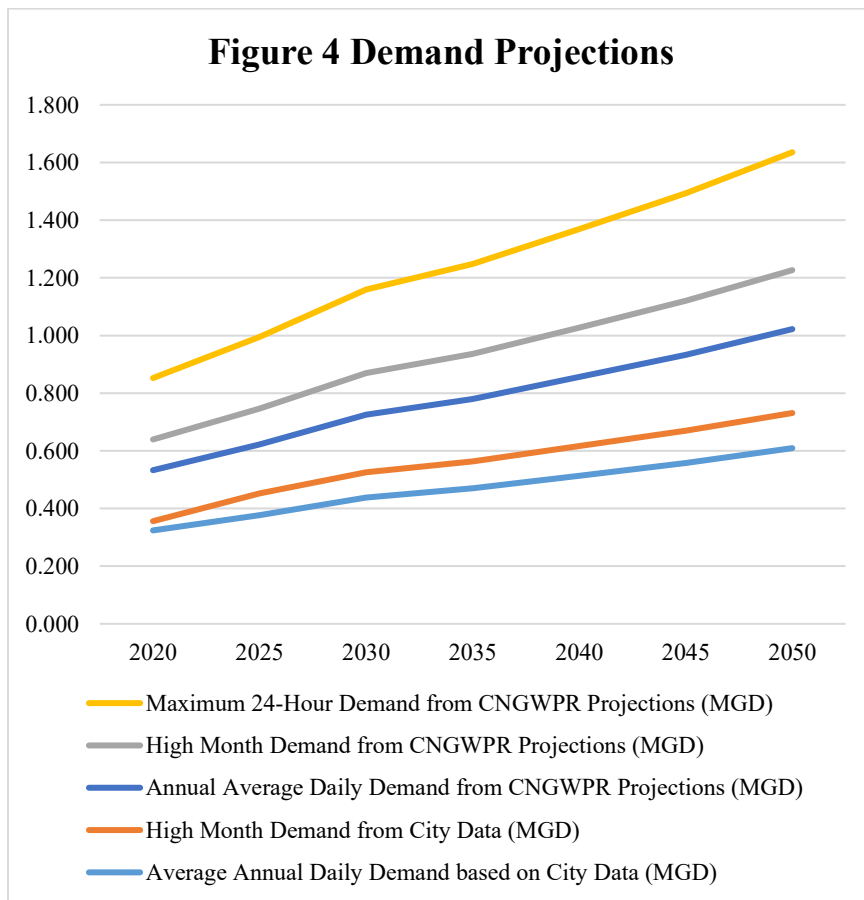
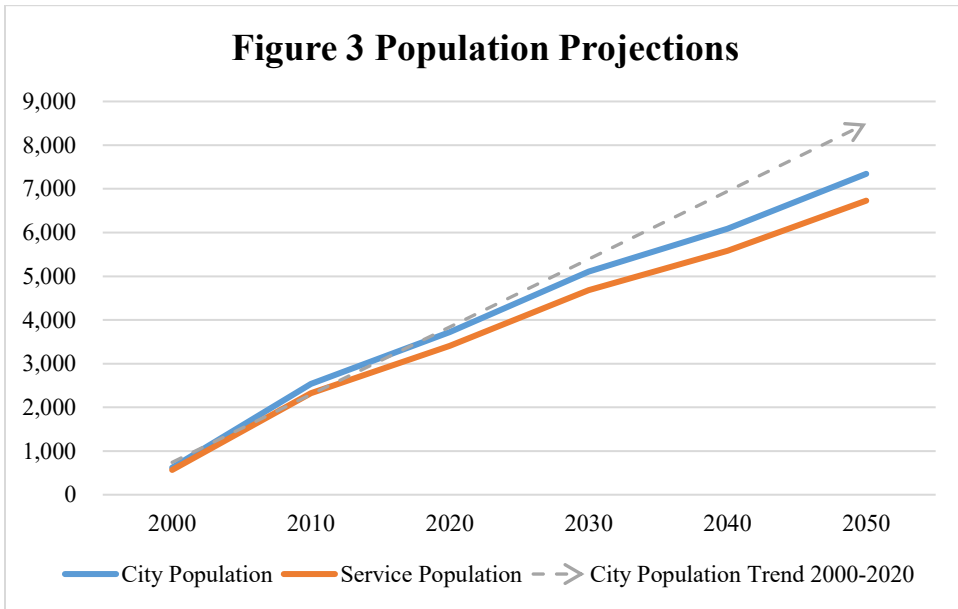
Future water demands were first estimated based on projected service populations multiplied by per capita demands with plumbing efficiency adjustments for Dawson County from the Water and Wastewater Forecasting Technical Memorandum dated March 30, 2017 of the Coosa-North Georgia Water Planning Region. Using regional water plan estimates, 2035 annual average daily demand was projected to be 0.78 MGD. In 2035, a high monthly average daily demand of 0.94 MGD and a maximum 24-hour demand of 1.25 MGD were projected.

For comparison, separate projections were based on actual demands, with increases proportional to projected growth of the service population. These estimates were also reduced by 0.15 gallons per day (GPD) per capita per year to reflect estimates of plumbing efficiency under required codes. This reduction for Dawson County was provided by the region Technical Memorandum. An annual average daily demand of 0.47 million gallons per day (MGD), a high monthly average daily demand of 0.56 MGD, and a maximum 24-hour demand of 0.75 MGD were projected in 2035. In 2045, an annual average daily demand of 0.56 million MGD, a high monthly average daily demand of 0.67 MGD, and a maximum 24-hour demand of 0.89 MGD were projected.

Each method of projecting demand has limitations. Per capita demand estimates in the regional water plan forecast appear high based on City demand data. Projections based on these estimates for 2020 significantly exceeded actual demands in 2020 and 2021.

Using OPB county growth projections and existing demand to estimate growth in City water demand, however, may underestimate demand. Figure 3 shows actual City population and a trend line based on Census data from 2000 to 2020. Beyond 2020, City growth shown is proportional to OPB projections for Dawson County. The actual City growth rate from 2000 to 2020 exceeds the long-term OPB projected growth rate. Trends of migration to the Dawsonville area from more densely populated metropolitan areas have exceeded previous American Community Survey estimates and continue. The OPB population projections are the best available for long-term growth, but do not appear conservative in planning water supply for the city service population during the next decade, during which the current rate of growth may not slow.

Demand projections using both methods are illustrated in Figure 4.



To plan for required water supply in the next decade, both methods should be considered. For 2035, this study recommends using the average of projections based on the Coosa-North Georgia Water Planning Region Forecasting Technical Memorandum and projections based on current demands. A permitted capacity of an annual average of 0.65 MGD and a monthly average of 0.75 MGD is therefore recommended. Total supply capacity of 1.0 MGD is recommended to meet maximum 24-hour demands in the next decade.

VIII. Evaluation of Strategy

Continued growth in the City of Dawsonville and the surrounding area depends on the availability of a safe and reliable water supply. Implementation of an updated water conservation plan will help to ensure this supply. Improved production metering and audit practices will produce reliable data and loss reports to use in system management and plan implementation. Future City growth, capital improvements, results of water conservation measures and changes in the service area will prompt future refinements and modifications to this plan.

The City Council will review and certify this water conservation plan.

Appendix

Appendix A – Water System Profile

CITY OF DAWSONVILLE WATER SYSTEM PROFILE - 2021

A. SERVICE CHARACTERISTICS		NUMBER		
1) Estimated Service Population			3640	
2) Estimated Service Area (square miles) - Provide Map			8.6 square miles	
3) Interconnections with other systems (provide copies of contractual agreements)			1	
4) Provide copy of signed House Bill 489 Service Delivery Agreement ¹			Enclosed	
5) Number of treatment plants (Provide copies of discharge permits)			5 well and spring plants	
B. ANNUAL WATER SUPPLY 2021 (FROM MONTHLY OPERATING REPORTS)		ANNUAL VOLUME (GALLONS)	PERCENT METERED	
1) Groundwater		118,178,500	100%	
2) Surface Water				
3) Purchases - raw				
4) Purchases - treated		0	100%	
5) Total annual water supply		118,178,500		
C. SERVICE CONNECTIONS		CONNECTIONS	PERCENT METERED	
1) Residential - single-family/multi-family		1418	100	
2) Commercial/retail		178	100	
3) Industrial		4	100	
4) Public (churches, libraries, etc.)				
5) Other				
D. WASTEWATER DISCHARGE		TOTAL CONNECTIONS	NUMBER ON SEPTIC	NUMBER CONNECTED TO SEWER
1) Residential - single-family/multi-family		1418	132	1286
2) Commercial/retail		178	1	153
3) Industrial		4	0	4
4) Public (churches, libraries, etc.)				
5) Other				
E. WATER DEMAND (TO SYSTEM)		ANNUAL VOLUME (GALLONS)	PERCENT OF TOTAL WATER USED	AVERAGE WATER USED PER CONNECTION (GALLONS)
1) Metered residential sales		59,905,972	50.7%	42,247
2) Metered commercial sales		26,691,715	22.6%	149,953
3) Metered industrial sales		8,269,100	7.0%	2,067,275
4) Other metered sales			0.0%	0
5) Unmetered sales				
6) Non-revenue water ²		23,311,713	19.7%	
7) Total system demand (total distribution)		118,178,500	100.0%	
F. AVERAGE & PEAK DEMAND		VOLUME (GALLONS)	TOTAL SUPPLY CAPACITY	PERCENT OF TOTAL CAPACITY
1) Average-day demand (withdrawal)		323,777	1,000,000	32%
2) Maximum-day demand (withdrawal)		498,100	1,000,000	50%
G. PRICING		RATE STRUCTURE ³	METER SCHEDULE ⁴	BILLING SCHEDULE ³
1) Residential rate		Increasing Block	Monthly	Monthly
2) Non-residential rate		Increasing Block	Monthly	Monthly
3) Other rate		Uniform	Per Usage	Monthly
H. WATER CONSERVATION MEASURES		QUANTITY (GALLONS)	PERCENT OF TOTAL CAPACITY	
1) Improved metering (Negative annual volume reflects improved data since new meters in service)		(6,300,000)		-5.3%

¹ Each water provider shall provide a signed service delivery agreement depicting service areas for water and sewer so as to minimize inefficiencies resulting from duplication of services. This agreement shall be signed by all water providers within the given county. Also provide a map depicting the delivery areas for each water provider in the given county.			
² Non-revenue water is water not sold to customers.			
³ Uniform, increasing block, decreasing-block, seasonal, or other (please specify and provide copies of any surcharges which may apply to certain customers)			
⁴ Quarterly, monthly, or other (please specify)			
I. Describe the condition, calibration frequency, type, etc. of raw and finished water metering.			
In 2019, well meters were replaced with Octave ultrasonic water meters. These meters have no moving parts and cannot be calibrated in the field. They are warranted for 10 years.			
J. Provide an analysis of in-plant water use for filter backwashing, overflows, laboratory use, etc. as a percentage of total plant production.			
Well 111 avg backwash- one time a day (8,800 gal per backwash cycle)			
Well 108 avg backwash- one time every 3 days (4,200 gal per backwash cycle)			
Backwash represents approximately 3% of overall production.			
K. Describe any recycling or reuse of filter backwash water.			
None.			
L. Describe effects of rate structure implementation on water conservation efforts.			
The increasing block structure discourages excessive high volume use.			
M. Is the water system financially self-supporting?			
yes			
N. Are water system expenditures subsidized by non-water/sewer system revenues?			
no			
O. Describe any system policies concerning second meters for landscape irrigation and any use of sewer meters for billing.			
None.			

Appendix B – Service Delivery Strategy



SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: **DAWSON**

I. GENERAL INSTRUCTIONS:

1. **FORM 1 is required for ALL SDS submittals.** Only one set of these forms should be submitted per county. The completed forms shall clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

<p style="text-align: center;">OPTION A <i>Revising or Adding to the SDS</i></p>	<p style="text-align: center;">OPTION B <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> 4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.) 5. For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2). 6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).] 	<ol style="list-style-type: none"> 4. In Section IV type, "NONE." 5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).] 6. Proceed to step 7, below. <div style="background-color: #333; color: white; padding: 10px; text-align: center; margin-top: 10px;"> <p><i>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.</i></p> </div>

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Dawson County, City of Dawsonville, Etowah Water and Sewer Authority

III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

Water Supply and Distribution - (FORM 2 intentionally omitted from this SDSA - see previous SDSA)

* See attached Water Agreements

Sewage Collection/Disposal - (FORM 2 intentionally omitted from this SDSA - see previous SDSA)

* See attached Sewer Service Area Agreement

Development Permitting and Inspections

Building Permitting and Inspections

Soil Erosion Permitting and Enforcement

Storm Water Management

Solid Waste Management

Planning and Zoning

Senior Citizen Services

IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

Police Protection

Solid Waste Collection

Parks and Recreation

Elections

Emergency Services: Fire & EMS

Transit

Environmental Health

Public Health

Animal Control

Street/Road Repair & Maintenance and Street/Road Cleaning

Service: Water Supply and Distribution

The attached Water Purchase Agreements between the City of Dawsonville and Etowah Water & Sewer Authority have been in place since before the 2008 SDSA. They do not indicate any type of amendment or modification to this service category, but rather they are being included with this SDSA to complete the record due to a previous omission of the documents.

WATER PURCHASE AGREEMENT

THIS AGREEMENT for the sale and purchase of water is entered into as of the 5th day of September, 1989, between the City of Dawsonville, a municipal corporation in Dawson County, Georgia, hereinafter referred to as the "City" and the Etowah Water & Sewer Authority situated in Dawson County, Georgia, hereinafter referred to as the "Authority".

WITNESSETH:

WHEREAS, the Authority is organized and established under the Laws of Georgia for the purpose of constructing and operating a water supply distribution system serving water users principally within Dawson County.

WHEREAS, the City currently operates a water system serving approximately 300 customers inside the City and adjacent thereto, supplied by wells and springs which are inadequate to serve the customers' needs, and

WHEREAS, due to increased growth and development the City desires to purchase water from the Authority, and

WHEREAS, Authority desires to expand its facilities so that it may adequately meet the needs and demands of its customers, the City included, and;

WHEREAS, the Authority has applied to the Appalachian Regional Commission for a grant to finance the facilities which would enable the City to purchase water from the Authority, and

WHEREAS, it is the desire and intention of the parties that all monies from the Appalachian Regional Commission grant be used

by the Authority to construct facilities to enable the City to obtain water from the Authority, and;

WHEREAS, the City and the Authority would serve customers in accordance with a territorial provision which is a part of this Agreement, and

WHEREAS, this can best be accomplished by the parties entering into this agreement which shall supersede all previous contracts and agreements;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth,

A. THE AUTHORITY AGREES:

1. (Quality and Quantity) To furnish the City at the main point of delivery which shall be at a meter at the intersection of Perimeter Road and Georgia Hwy. 53 during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Georgia Department of Natural Resources, Environmental Protection Division in such quantity and at such pressure as may be required for the City as determined by an engineer or engineering firm mutually agreed upon by the parties hereto.

2. (Accounting System) To establish an accounting system satisfactory to all parties which shall facilitate the identification of costs actually used in calculating the cost per 1,000 gallons of producing and delivering water to the City; and to be responsible for operation of the water supply in accordance with all applicable laws and regulations.

3. (Metering Equipment) To furnish, install and operate at Authority's expense a meter at the intersection of Perimeter Road and Georgia Hwy. 53, a meter at the booster station at the 250,000 gallon reservoir, a meter at the end of existing City lines on Ga. Hwy. 9 South of the Perimeter Road, and, a meter or meters at such other points as may be mutually agreed to by the parties, (the "metering equipment") including meter houses or pits, and required devices of standard type for properly measuring the quantity to or from the City and to calibrate such metering equipment whenever requested by the City or Authority. Meters shall be checked and calibrated by the Authority not less frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous reading of any meter disclosed by the test to be inaccurate shall be corrected for the 6 months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount delivered in the corresponding period immediately prior to the failure, unless the Authority and City shall agree upon a different amount. The metering equipment shall be read on or about the 15th of each month. An appropriate official of the City at all reasonable times shall have access to each meter for the purpose of verifying its readings.

4. (Connections to Existing Lines) To bear all costs of connecting the City's service lines to the Authority's existing service lines as set out in Exhibit "B" of the May 1989 Report of

Campbell Wallace Consulting Engineers, hereinafter referred to as "Engineer's Report"; a copy of which has been initialed by the respective officers of the parties and is attached to, incorporated into and made a part of this Agreement as "Exhibit A".

5. (Billing Procedure) To furnish the City at the above address not later than the 1st day of each month, with an itemized statement of the amount of water furnished the City during the preceding month.

6. (Grant Monies) To covenant that all monies received from the Appalachian Regional Commission Grant (the "grant") for the purpose of constructing facilities to enable the City to purchase water from the Authority shall be used for no other purpose absent a written agreement by the City. The Authority or its designated agent shall report to the City not less than monthly on the use of the grant funds in such detail as shall be specified by the City. This reporting requirement shall continue until all grant funds have been expended and construction has been completed and accepted by the City and the Appalachian Regional Commission.

7. (Indemnification) The Authority shall assume all liability and risks for all damages and injuries to persons or property which shall or may arise or accrue out of the conduct of any activity relating to the performance of this Agreement by the Authority, its officials, employees, agents or servants and shall indemnify and save harmless the City from any and all liability actions, causes of actions, suits, damages, attorneys fees and costs relating to the performance of this Agreement by the Authority, its officials, employees, agents or servants.

B. THE CITY AGREES:

1. It is understood that the Authority will construct a water supply system in adequate size to meet the water needs of the City; therefore, the City agrees to purchase from the Authority all of the water needed to meet the requirements of its customers for the period of this contract, subject to the following conditions and exceptions:

(a) In the event of a failure to deliver as set out in Section C, paragraph 8 of this agreement, or in the event of an emergency shortage of water in which demand by the City exceeds supply from the Authority for more than four hours in any 24-hour period, the City reserves the right to procure water from any and all available sources, including its existing wells, to supplement the water supplied by Authority. The Authority agrees that the City may make such emergency supplements.

(b) In the event the City expands its service to an area substantially different from its present service area, and the Authority is not capable of delivering water at a satisfactory point and at a satisfactory rate, the Authority shall consent to allow the City to furnish water to meet the needs for the new area only, from any other source to be determined by the City.

2. (Rates and Payment Date) To pay the Authority, not later than the 15th day of each month, for water delivered in accordance with a rate schedule determined under the following guidelines:

(a) Payments under this contract shall be adequate to cover yearly amortization of the net cost of the lines to

serve Dawsonville (net cost not to exceed \$229,100) and yearly amortization of existing facilities (net cost not to exceed \$830,000) and cost of operations - all as illustrated in Exhibit F of the Engineer's Report provided, however, that

(b) The rate to Purchaser will not exceed \$1.37/thousand gallons for the first 18-months after initial delivery of water to the City by the Authority, the rate to Purchaser in any 12 month period shall not increase more than 7% over the rate in the previous 12-month period.

(c) Payments for capitalized costs and operation and maintenance expense shall be based on the actual cost of water produced and the actual usage by Authority and City.

C. IT IS FURTHER MUTUALLY AGREED BETWEEN THE AUTHORITY AND THE CITY AS FOLLOWS:

1. (Term of Agreement) That this contract shall extend for a term of 40 years from the date of the initial delivery of any water as shown by the first bill submitted by the Authority to the City and, thereafter may be renewed or extended for such term or terms, as may be agreed upon by the Authority and City.

2. (Territorial Provision) The parties have agreed on which portions of Dawson County each party shall be entitled to serve. This territorial agreement of the parties is illustrated by the map attached to and incorporated into and made a part of this Agreement as Exhibit "B".

3. (Debt Service Payment) That the principal and interest debt service allocated to the water service cost to The City shall

be the actual principal and interest payment on that portion of outstanding debt attributed to the cost of service to the City, more specifically,

a. new water lines installed to serve Dawsonville and set out in Exhibit "B" of Engineer's Report less credits set out in Exhibit "C" of Engineer's Report.

b. new 500,000 gallon tank and original plant as set out in Exhibit "D" of Engineer's Report.

4. Calculation of the amount of water purchased by the City shall be made by subtracting the water metered from Dawsonville at the booster station at the 250,000 gallon reservoir north on Georgia Highway 9 and at the end of the existing lines on Georgia Highway 9 south of the Perimeter Road from the water metered to Dawsonville at the intersection of Perimeter Road and Georgia Highway 53. ~~In calculating the monthly amount of water purchased by the City the Authority shall round off to the nearest thousand gallons so that 501 gallons or more shall be rounded to one thousand and 500 gallons or less shall be rounded to zero.~~

DDK.
LT

(5) (Operation and Maintenance Payment) That the Authority shall be responsible for operating and maintaining the water system in the most economical manner feasible, and the City shall have the right to question specific items in the audit. The operation and maintenance costs chargeable to the treatment plant and delivery costs shall include:

(1) Labor, (2) Chemicals, (3) Electricity, (4) Other applicable utility costs, (5) Insurance, (6) Taxes, (7) Accounting, (8) Testing of all master meters on a yearly basis, (9) And any and all other miscellaneous costs related to water production, operation, and maintenance.

6. (Time Period from Start of Delivery Until Eighteen Months thereafter) The City shall pay a maximum of \$1.37 per 1,000 gallons of water used for a period of eighteen months from the date of initial delivery of water pursuant to this agreement.

7. (Time Period Beginning January 1st after the First Eighteen month period)

(a) An annual audit and report on the water treatment facility shall be made at the end of the first operating year, and each year thereafter, by a certified public accountant employed by the Authority. The audit shall determine the true operating and maintenance costs, and true debt service cost. The above total cost shall be divided by the total water metered from the plant during that year, excluding water metered for internal plant use. This calculation shall yield the unit cost per 1,000 gallons of water metered which shall be the cost per thousand gallons to be paid by the City to the Authority; provided, however, that the City shall not pay more than \$1.37 per 1,000 gallons of water used during the first eighteen months after initial delivery of water pursuant to this Agreement.

(b) Regardless of the unit cost as calculated under Paragraph "A" above, the Authority agrees not to increase the rate charged the City more than 7% in any twelve month period.

(c) Each year-end audit shall determine if the payments for the past year have been over or underpaid, based on actual audited costs. Overpayments shall be refunded or credited to the City's next monthly billed charges. Underpayments shall be collected on the next payment date after the audit.

(d) The above described year-end procedure shall be repeated annually at the end of each of the Authority's operating years.

(e) For the purposes of this Agreement, "operating year" shall be defined as beginning on August 1 of each year and ending on July 31 of the following year.

8. (Failure to Deliver) That the Authority will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the City with the quantity and quality of water required by the City. Temporary or partial failures to deliver water shall be remedied with all possible dispatch, and the failure to do so shall constitute a material breach of this agreement; provided, however, that the failure or inability, or partial failure or partial inability, of the Authority to deliver water which directly results from water withdrawal or distribution restrictions imposed on the Authority by the Georgia Department of Natural Resources or any other state or federal agency validly imposing such restrictions shall not constitute a material breach of this Agreement.

9. (Modification of Agreement) Except as otherwise provided herein, the provisions of this contract pertaining to the schedule of rates to be paid by the City for water delivered are subject to modification at the end of every 1 year period. Any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder, but such costs shall not include increased capitalization of the Authority's distribution system. Other provisions of this contract may be modified or altered in writing by mutual agreement of the parties.

10. (Regulatory Agencies) That this contract is subject to such rules, regulations, or laws as may be applicable to similar Agreements in this State and the Authority and City shall reasonably cooperate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

11. (Successor to the Parties) (a) That in the event of any occurrence rendering the City incapable of performing under this contract, any successor of the City, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the City hereunder.

(b) That in the event of any occurrence rendering the Authority incapable of performing under this contract, any successor of the Authority, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Authority hereunder.

12. An original and one duplicate original of this Agreement shall be executed, and each of which so executed shall be deemed to be an original for purposes of introduction in evidence of any legal proceeding.

13. This Agreement shall be deemed to have been executed in the State of Georgia and shall be construed according to the laws of that state.

14. This writing terminates and supersedes all prior Agreements between the parties hereto pertaining to the subject matter herein whether orally or in writing and constitutes the entire Agreement between the parties hereto subject only to modification by a subsequent writing of equal formality with this

instrument executed by the parties hereto and making reference to the same.

15. (Discrimination in Employment or Services) (a) The Authority agrees that it shall not discriminate against any person in the provision of any services or in any terms or conditions of employment on the basis of race, color, religion, national origin, sex, age, or handicap, and will comply with all applicable Federal laws, regulations and guidelines prohibiting discrimination.

(b) The Authority shall take affirmative action to employ persons in the groups described in sub-paragraph (a) and shall report as requested by the City on the progress of such affirmative action.

(c) Failure of the Authority to comply with the provisions of subparagraphs (a) and (b) of this Paragraph shall constitute an additional event of default.

16. This Agreement is contingent on approval of this agreement by, and the successful closing of financing of the necessary financing from, the United States Department of Agriculture, Farmers Home Administration. The parties agree that neither shall be bound in any way by this Agreement absent such approval and closing. Such approval and closing shall be evidenced by the signature of the appropriate Farmers Home Administration official below.

17. (a) All disputes and controversies of every kind and nature between the City and the Authority arising out of or in connection with this Agreement as to the existence, construction, validity, interpretation or meaning, performance, non-performance,

enforcement, operation, breach, continuance or termination hereof shall be submitted to arbitration pursuant to the following procedure:

(i) Either party may demand such arbitration in writing within ninety (90) days after the controversy arises, which demand shall include the name of the arbitrator appointed by the party demanding arbitration together with a statement of the matter in controversy.

(ii) Within thirty (30) days after such demand, the other party shall name his arbitrator or in default thereof such arbitrator shall be named forthwith by the Senior Judge of the Superior Court of Dawson County, or if he refuses to so appoint, then any other judge of said Court shall appoint such second arbitrator, and the two arbitrators so selected shall name a third arbitrator within fifteen (15) days or in lieu of said agreement on a third arbitrator by the two arbitrators so appointed, a third arbitrator shall be appointed by a Judge of the Superior Court as above stated.

(iii) Each party shall bear its own arbitration costs and expenses and shall pay the fees and expenses of the designated arbitrator. The fees of the third arbitrator and his expenses shall be shared equally by the parties hereto.

(iv) The arbitration herein shall be held at Dawsonville, Georgia, on fifteen (15) days notice to the parties, the arbitration rules and procedures of the American Arbitration Association shall be incorporated by reference herein and the laws of evidence of the State of Georgia shall govern the presentation of evidence therein.

(v) The arbitration herein shall be concluded within three (3) days unless otherwise ordered by the arbitrators and the award hereon shall be made within ten (10) days after the close of the submission of evidence. To the extent permitted by law, and except as otherwise provided herein, an award rendered by a majority of the arbitrators appointed pursuant to this agreement shall be final and binding on all parties to the proceeding during the term of this agreement.

(b) Nothing herein contained shall be deemed to give the arbitrators any authority, power or right to alter, change, amend, modify, add to or subtract from any of the provisions of this Agreement.

(c) Any decision of the arbitrators may be appealed by either party de novo to the Superior Court of Dawson County.

(EXECUTION APPEARS ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their seals affixed.

CITY OF DAWSONVILLE, GEORGIA

ETOWAH WATER & SEWER AUTHORITY

Linda Sawney
Mayor

BY: Don D. Gordon

Mary A. Smith
Councilman

Title: Chairman

Charles R. Cain
Councilman

ATTEST:
Attest: E. Deay Law

Hudson Warner
Councilman

Title: Secretary

Michael J. Sosul
COUNCILMAN

This Agreement is approved on behalf of the United States Department of Agriculture, Farmers Home Administration this _____ day of _____, 19____, This approval further evidences the successful closing of the financing as contemplated by this Agreement.

By: _____

Title: _____

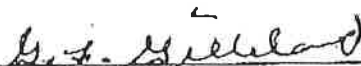
P: *DAVID*DAWSONCO*113_27WP.001

(August 11, 1989)

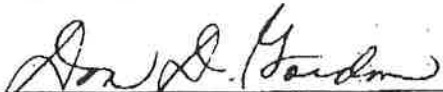
ACKNOWLEDGEMENT

The boundaries as contained herein accurately reflect the service area for water distribution by the City of Dawsonville, Georgia as granted under a contract by and between the City of Dawsonville, Georgia and the Etowah Water & Sewer Authority originally dated September 5, 1989 and subsequently amended May 3, 1991 as well as June 13, 1994 between the parties.

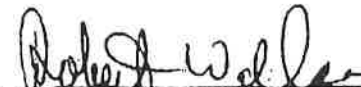
SO AGREED this 25th day of September, 2000.



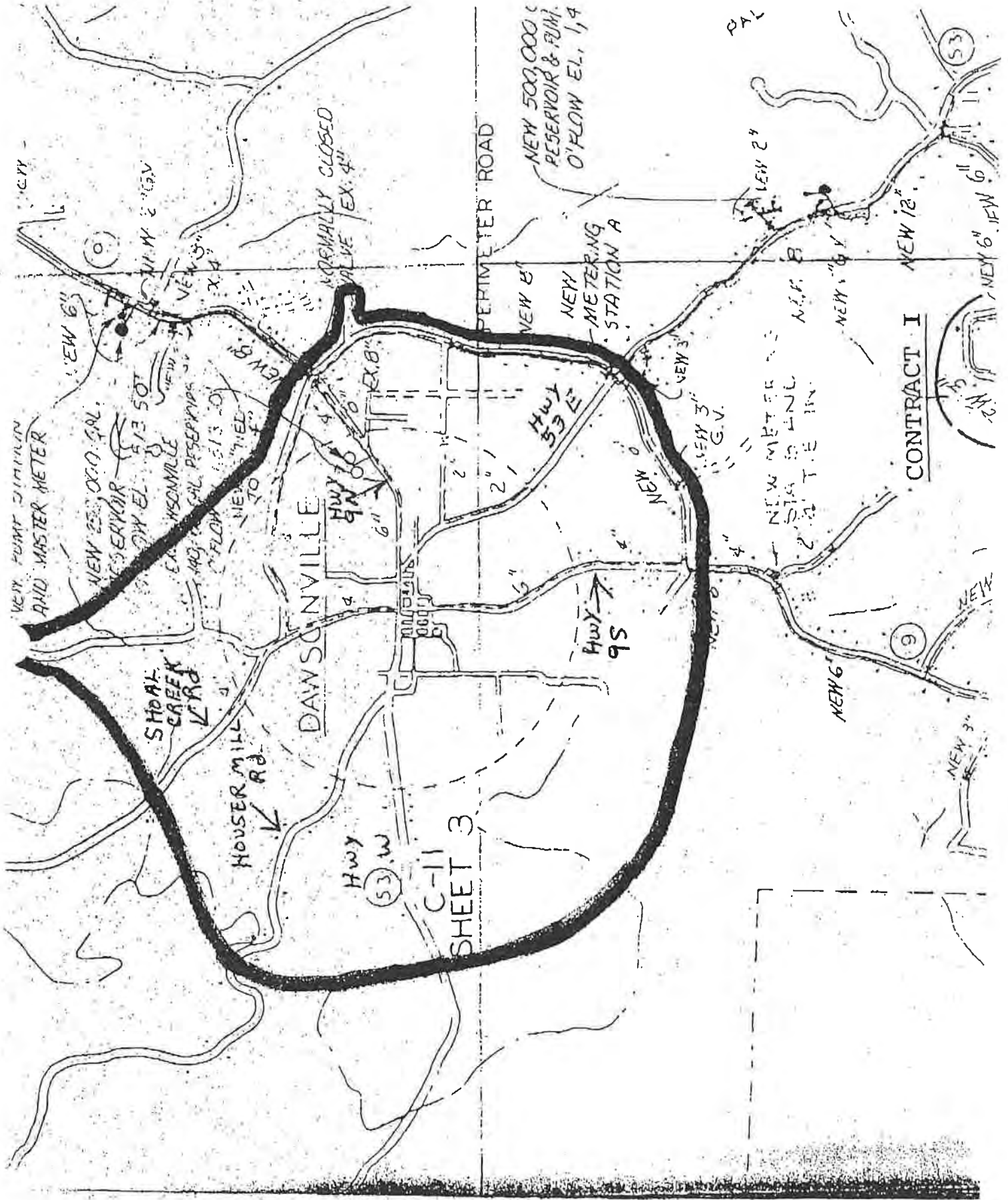
HONORABLE G.L. GILLELAND
Mayor, City of Dawsonville



DON GORDON
Chairman, Etowah & Sewer Authority



HONORABLE ROBERT WALLACE
Chairman, Dawson County Board of Commissioners.



Blumberg No. 5137
EXHIBIT
B

FIRST AMENDMENT TO WATER PURCHASE AGREEMENT

This First Amendment to Water Purchase Agreement is entered into as of the 3rd day of May, 1998, by and between the City of Dawsonville, a municipal corporation in Dawson County, Georgia, hereinafter referred to as the "City" and the Etowah Water & Sewer Authority situated in Dawson County, Georgia, hereinafter referred to as the "Authority".

WITNESSETH:

WHEREAS, the City and the Authority entered into a Water Purchase Agreement as of the 5th day of September, 1957; and

WHEREAS, the City and the Authority find it necessary to amend certain provisions of said Agreement;

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and agreements hereinafter set forth, and the sum of one dollar paid by each party to the other, receipt and sufficiency of which is hereby acknowledged, the City and the Authority agree as follows:

1.

To amend paragraph nine of said Agreement by striking paragraph nine in its entirety and inserting in lieu thereof the following:

"9. (Modification of Agreement) Except as otherwise provided herein, the provisions of this contract pertaining to the schedule of rates to be paid by the City for water delivered are subject to modification at the end of every 1 year period. ~~Any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder but such costs shall not include increased capitalization of the Authority's distribution system. All provisions of this contract including but not limited to the foregoing provisions may be modified or altered in writing by mutual agreement of the parties and approval by an appropriate official of the Farmers Home Administration.~~

2.

To amend paragraph sixteen of said Agreement by adding a new subparagraph (b) to paragraph sixteen to read as follows:

"16.(b) This Agreement is pledged as security for the loan described in paragraph 'a' above as provided in a contract between the Authority and the United States Department of Agriculture, Farmers Home Administration, denominated 'Letter of Conditions' and dated May 2, 1970."

3.

Except as otherwise expressly modified or amended by this First Amendment to Water Purchase Agreement, all provisions, terms and conditions of the original agreement between the parties shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Agreement to be executed by their duly authorized officers and their seals affixed to be effective as of the date first shown above.

CITY OF DAWSONVILLE, GEORGIA ETOWAH WATER & SEWER AUTHORITY

Jerry Savage
Mayor

BY: Don D. Guden

James Dean
Councilman

Title: Chairman

Mary A. Smith
Councilman

ATTEST:

Michael J. ...
Councilman

Attest: A. ...

Harold Weaver
Councilman

Title: Secretary

This First Amendment to Agreement is approved on behalf of the United States Department of Agriculture, Farmers Home Administration this _____ day of _____ 19 _____.

By: _____

Title: _____

P:\DAVID\DAWSON\CO\113_21\VP.002

SECOND AMENDMENT TO WATER PURCHASE AGREEMENT

This Second Amendment to Water Purchase Agreement is entered into as of the 13th day of June, 1994, by and between the City of Dawsonville, a Municipal Corporation in Dawson County, Georgia, hereinafter referred to as the "City", and the Etowah Water and Sewer Authority situated in Dawson County, Georgia, hereinafter referred to as the "Authority".

W I T N E S S E T H :

WHEREAS, the City and the Authority entered into a water purchase agreement as of the 5th day of September, 1989, and

WHEREAS, the City and the Authority provided for a first amendment to the water purchase agreement as of the 3rd day of May, 1991; and

WHEREAS, the City and the Authority find it necessary to amend certain provisions of said agreement;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements hereinafter set forth, and the sum of \$1.00 paid by each party to the other, receipt and sufficiency of which is hereby acknowledged, the City and the Authority agree as follows:

1.

To amend the first sentence of paragraph 3 of said agreement by striking said sentence in its entirety and inserting in lieu thereof the following:

2.

"3 (Metering Equipment). To furnish, install and operate at Authority's expense a meter at the intersection of Perimeter Road and Georgia Highway 53, a meter at the booster station at the 250,000 gallon reservoir, a meter at the intersection of Georgia Highway 9 South and Perimeter Road, and a meter or meters at such other points that may be mutually agreed to by the parties, (the "metering equipment") including meter houses or pits, and required devices of standard type for properly measuring the quantity to or from the City and to calibrate such metering equipment whenever requested by the City or the Authority. The Authority shall construct an 8-inch line for the City from the intersection of Georgia Highway 9 North and Perimeter Road a distance of 450 feet, more or less, towards the City's tank in exchange for all water properties of the City south of the intersection of Georgia Highway 9 South and Perimeter Road.

Perimeter Road shall be the service line between the City and the Authority at all locations.

2.

Except as expressly modified or amended by this Second Amendment to Water Purchase Agreement, all provisions, terms, and conditions of the original agreement between the parties and the First Amendment to Water Purchase Agreement shall continue in full enforce and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second

Amendment to Water Purchase Agreement to be executed by their duly authorized officers and their seals affixed to be effective as of the date first shown above.

CITY OF DAWSONVILLE

STOWAN WATER & SEWER AUTHORITY

Henry Savage
Mayor

BY: Don D. Fair

H. S. Belland
Councilman

Title: Chairman

Michael Harker
Councilman

ATTEST:

W. H. Smith
Councilman

Attest: E. Deane

Morton Hester
Councilman

Title: Secretary

THIS SECOND AMENDMENT TO AGREEMENT IS APPROVED ON BEHALF OF THE UNITED STATES DEPARTMENT OF AGRICULTURE, FARMERS HOME ADMINISTRATION THIS THE _____ DAY OF _____, 19____.

By: _____

Title: _____

THE AMENDMENT TO WATER PURCHASE AGREEMENT

This Third Amendment to Water Purchase Agreement is entered into effective as of the October 2, 2006, by and between the City of Dawsonville, a municipal corporation of the State of Georgia, hereinafter referred to as the "City", and the Etowah Water & Sewer Authority, an Authority organized and established under the laws of the State of Georgia located in Dawson County, hereinafter referred to as the "Authority."

WITNESSETH:

WHEREAS, the City and the Authority entered into a Water Purchase Agreement on December 5, 1989; and,

WHEREAS, the City and the Authority entered into a First Amendment to the Water Purchase Agreement on May 3, 1991; and,

WHEREAS, the City and the Authority entered into a Second Amendment to the Water Purchase Agreement on June 13, 1994, the *Water Purchase Agreement* as amended hereinafter being referred to as the "Agreement;" and,

WHEREAS, the City and the Authority find it necessary to further amend and modify certain provisions of the Agreement at this time;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the sum of Ten (\$10.00) Dollars, paid by each party to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the City and the Authority agree as follows:

1.

The parties agree to add to paragraph B.1. of the Agreement a new subparagraph (c) as follows:

B. THE PARTIES AGREE:

1(c) Notwithstanding any provisions to the contrary in this Agreement, in the event the City develops wells or springs which produce potable water in sufficient amount to sell to the City's customers, the City may bring said wells and springs on-line and into use for sale to its customers without in any way violating the terms of this Agreement. In the event the City produces water in excess of its needs for its customers and the Authority is in need of water for its customers due to drought or other water shortage reason, the City may sell to the Authority, and the Authority may buy from the City, without further amendment to this agreement, such quantities of water not to exceed two hundred thousand (200,000) gallons per day up to a limit of six (6) million gallons per month at the current rate for sale of water from the Authority to the City as determined by the Agreement. In the event the City for any reason can not produce water to provide for the needs of its customers, the Authority, without further amendment to this agreement, may sell such quantities of water not to exceed two hundred thousand (200,000) gallons per day up to a limit of six (6) million gallons per month at the current rate for sale of water from the Authority to the City as determined by the Agreement. Notwithstanding the above, if the needs of either party are anticipated to exceed such amounts for any given monthly period, quantities may be requested and provided for either party on an emergency basis by agreement between the Chairman of the Authority and the Mayor of the City.

2.

The parties further agree that within thirty (30) days following the Georgia Environmental Protection Division of the Georgia Department of Natural Resources ("EPD") approval of the potable quality and quantity of such wells and springs as contemplated by the City to be 800,000 gallons per day (GPD) of production, the parties will negotiate with one another on a new Exhibit "B" to be attached to the Agreement as set forth in paragraph C.2. of the Agreement on Territorial Provision. It is the intent of the parties that they will work diligently and in good faith to arrive at a new Territorial Provision map. As may be necessary based upon EPD permitting and demand/supply for water, the parties additionally agree to renegotiate in good faith at such time the daily and monthly limitations on water each may purchase from the other as set out in Paragraph 1(c).

3.

Except as expressly modified or amended by this Third Amendment to Water Purchase Agreement, all provisions, terms and conditions of the original Water Purchase Agreement, the First Amendment to Water Purchase Agreement and the Second Amendment to Water Purchase Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to Water Purchase Agreement to be executed by their duly authorized officers and their seals affixed to be effective as of the date first shown above.

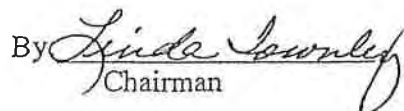
CITY OF DAWSONVILLE,
GEORGIA

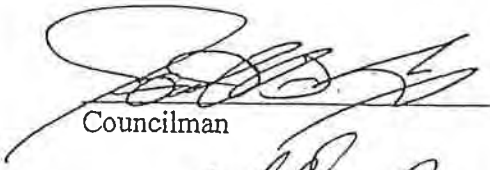
By:



Mayor

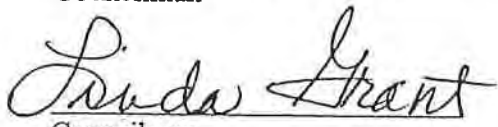
ETOWAH WATER &
SEWER AUTHORITY

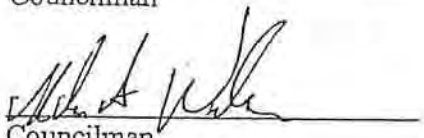
By:


Chairman

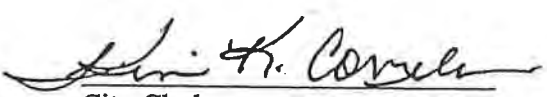

Councilman


Councilman

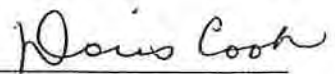

Councilman


Councilman

ATTEST:


City Clerk

ATTEST:

By: 
Secretary

Service: Sewage Collection/Disposal

The attached Sewer Service Area Agreement between the City of Dawsonville and Etowah Water & Sewer Authority has been in place since before the 2008 SDSA (with the exception of the 2018 IGA for Thunder Ridge Subdivision, also attached). Other than as indicated by the 2018 IGA, there have not been any amendments or modifications to this service category. The documents are being included with this SDSA to complete the record due to a previous omission of the documents.

SEWER SERVICE AREA AGREEMENT

This Sewer Service Area Agreement is entered into effective as of the 2nd
October, 2004, by and between the City of Dawsonville, a municipal corporation of the State of Georgia, hereinafter referred to as the "City," and the Etowah Water & Sewer Authority, an Authority organized and established under the laws of the State of Georgia located in Dawson County, hereinafter referred to as "EWSA."

WITNESSETH:

WHEREAS, the City and EWSA provide sewage disposal systems for residents and other legal entities within Dawson County and the City of Dawsonville; and

WHEREAS, the City and EWSA are authorized by law to enter into intergovernmental agreements for the provision of services including sewerage disposal services to residents and other legal entities within Dawson County and the City of Dawsonville; and

WHEREAS, the City and EWSA have determined that such an intergovernmental agreement is in the best interests of the health, safety, morality, and welfare of the citizens of Dawson County and the City; and

WHEREAS, the City and EWSA seek to establish a new sewer service area for the City to provide the most effective and efficient method for sewerage disposal within Dawson County and the City without duplication of services to the citizens, residents and other legal entities of the City and Dawson County;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the sum of Ten (\$10.00) Dollars, paid by each party to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the City and EWSA agree as follows:

1.

1

This agreement shall become effective as of _____ and the obligations shall then begin, and, subject to the other provisions of this contract, unless otherwise renewed or amended by the parties, shall expire on _____.

2.

This service area agreed to by the parties to be the service area of the City is that area so designated as the blue-highlighted area on the map attached to this agreement as "Exhibit A." In addition, to the extent any portion of the service area depicted upon the map adjoins or borders a public road, the City, at its option, may request in writing on an individual basis authority from EWSA to provide sewer service to any parcel of land adjoining said road which is across the road from the City's service area. Upon approval in writing by EWSA or failure of EWSA to respond within thirty (30) days the City's service area shall be deemed to include said parcel only.

3.

This agreement supersedes all previous agreements between the parties with regard to sewerage service areas.

4.

This agreement is subject to such rules, regulations and laws as may be applicable to similar agreements in the State of Georgia and the City and EWSA shall reasonably cooperate in obtaining such permits, certificates or the like as may be required by such State of Georgia regulatory agencies. This agreement shall be construed according to the laws of the State of Georgia.



5.

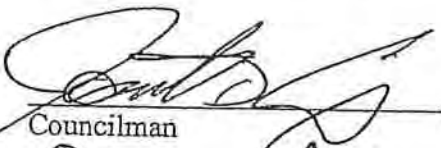
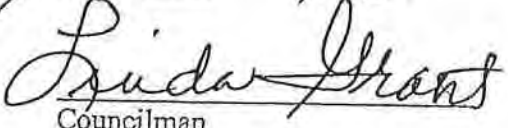

?

The City agrees to assume all liability and risks for all damages and injuries to persons or property which shall or may arise from the conduct of any of the City's activity relating to the provision of sewerage services within the sewer service area depicted on Exhibit A.


IN WITNESS WHEREOF, the parties have caused this Sewer Service Area Agreement to be executed by their duly authorized officers and their seals affixed to be effective as of the date first shown above.

CITY OF DAWSONVILLE,
GEORGIA

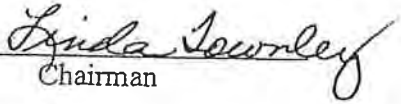
By: 
Mayor

Councilman


Councilman

Councilman

Councilman

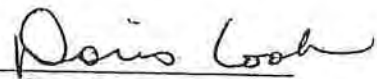
ATTEST:


City Clerk

ETOWAH WATER &
SEWER AUTHORITY

By: 
Chairman

ATTEST:

By: 
Secretary

Expanded Sewer Service Area

Legend







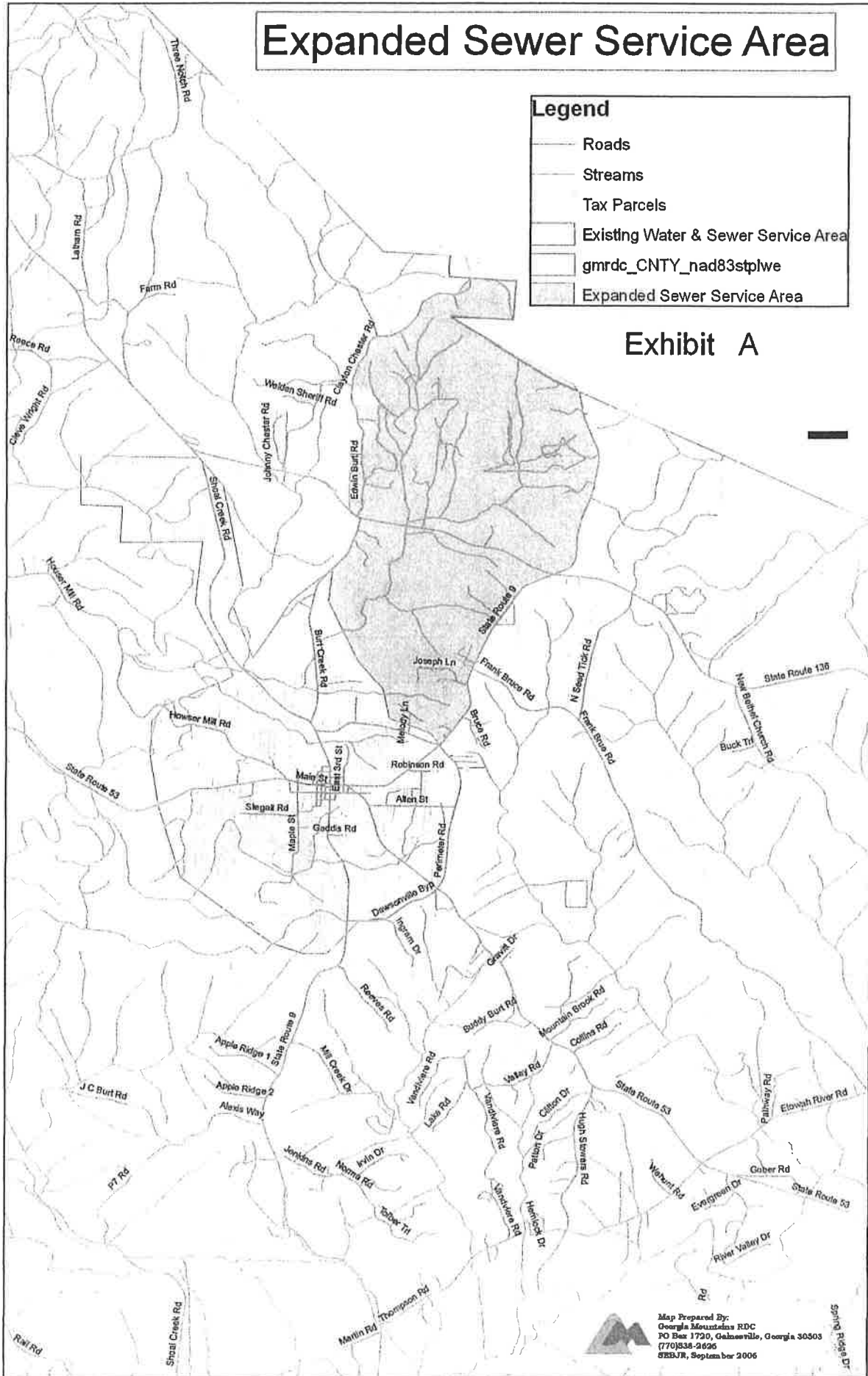
-  Roads
-  Streams
-  Tax Parcels
-  Existing Water & Sewer Service Area
-  gmrhc_CNTY_nad83stplwe
-  Expanded Sewer Service Area

Exhibit A



Map Prepared By:
 Georgia Mountains RDC
 PO Box 1720, Gainesville, Georgia 30503
 (770)838-2696
 SB2JR, Septem ber 2006

Spring Ridge Rd

INTERGOVERNMENTAL AGREEMENT REGARDING WATER AND SEWER SERVICES TO
THUNDER RIDGE SUBDIVISION

This Intergovernmental Agreement (“IGA”) is hereby made this 10th day of July 2018 by and between the City of Dawsonville, Georgia (“City”), a municipal corporation of the State of Georgia, and Etowah Water and Sewer Authority (hereafter “the Authority”), a political subdivision of the State of Georgia.

WHEREAS, the City and the Authority provide and distribute water to the citizens and entities within their respective jurisdictions pursuant to previously negotiated agreements; and

WHEREAS, the City and the Authority also provide sewerage disposal and treatment services and systems to the citizens and entities within their respective jurisdictions pursuant to previously negotiated agreements; and

WHEREAS, the Developer of an approximate 280 lot subdivision (to be known as “Thunder Ridge”) seeks to develop property located at Highway 9 South near the intersection of said Highway and JC Burt Road (Tax Parcels 084-003 and 094-046); and

WHEREAS, the City owns, operates and maintains a gravity sewer system and sewer treatment facility located proximate to Thunder Ridge and at the discharge point of a force main and sanitary sewer lift station to be owned, operated and maintained by the Authority; and

WHEREAS, the City and the Authority are authorized by law to enter into intergovernmental agreements for the provision of water and sewer services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the City and the Authority hereby agree as follows:

1. Term. The term of this IGA shall be coterminous with the existing Water and Sewer Agreements between the City and the Authority and shall expire on October 1, 2034 unless earlier terminated in accord with paragraph 6 hereinbelow.
2. Obligations of the City.

The City of Dawsonville shall have the following obligations:

- a) It will set aside and provide sewer capacity and disposal services to the Thunder Ridge subdivision in exchange for the payments set forth in this IGA;
- b) It will own, operate, and maintain the gravity sewer from and including the manhole to be constructed by the Authority at GPS Coordinates Lat 34.408946 Long 84.121184 (the "New Manhole") to the existing connection point (the "Connection Point") in the City's sewer system located at GPS Coordinates Lat 34.411105 Long -84.121056;
- c) It will allow the Authority to pump sewage from the Thunder Ridge subdivision to the discharge point for disposal and treatment in the City's wastewater treatment plant;
- d) It will charge the Authority the City's Inside Residential Sewer Rates based upon the City's tiered scale, as the same may be changed from time to time, based on the volume of metered water consumption per month per active account within the Thunder Ridge subdivision.

3. Obligations of the Authority.

Etowah Water and Sewer Authority shall have the following obligations:

- a) It shall install and maintain, at no cost to the City, the appropriate individual metering equipment to measure the quantity of water used by the active account holders in the Thunder Ridge subdivision, which monthly consumption quantity of water, using the City's Inside Residential Sewer Rates tiered rate structure, will provide the basis for the amount that the Authority will pay to the City for sewage treatment, disposal and account management;
- b) It will set up an account in the name of the Authority with the City for sewer services to Thunder Ridge; and
- c) It will pay to the City any sewer tap fee charged for residential accounts within 30 days of the earlier of the receipt of the tap fee by the Authority or the establishment of any new residential account with the Authority; and

- d) Based on the monthly meter gallonage readings referenced above, the Authority will timely pay to the City the City's Inside Residential Sewer Rates based upon the City's tiered scale, as the same may be changed from time to time, on its account with the City; and
- e) It will adjust any of the foregoing meter readings to account for any customer water leak adjustments approved and credited to the customer by the Authority; and
- f) As per previous jurisdictional agreements, it will provide water services to Thunder Ridge; and
- g) It will manage and administer the individual water and sewer accounts for such services; and
- h) It will read all Thunder Ridge meters and bill its customers accordingly for both water and sewer services; and
- i) It will install at no expense to the City, own, operate, and maintain the sanitary lift station and its force main to the manhole ("New Manhole") for gravity sewer to be constructed by the Authority at GPS Coordinates Lat 34.408946 Long -84.121184. It will install at no expense to the City a new gravity sewer line from the New Manhole to the existing City gravity sewer connection point located at GPS Coordinates Lat 34.411105 Long -84.121056. The City will own, operate and maintain the New Manhole and the gravity sewer line from it to the connection point after the same is constructed by the Authority.

4. Consideration.

The parties hereto acknowledge, consent and agree that the terms hereof have been entered into in exchange for good and valuable consideration between the parties.

5. Representations and Warranties.

The parties hereto represent and warrant that each party has full power, authority and legal right to execute and perform this contract and agreement and has taken all necessary actions to authorize the execution and performance of this contract and agreement. This contract and agreement accurately references the legal, valid and binding obligations of each party.

Each party shall act in good faith to give effect to the intent of this agreement and shall take actions necessary or convenient to consummate the purpose and subject matter of this agreement.

6. Termination and Modification.

Either party may terminate this agreement if the other party fails to rectify a material breach of the terms hereof within ninety (90) days of receipt by the breaching party of written notice of such breach from the non-breaching party. The non-breaching party shall be entitled, without further notice, to cancel that party's obligations pursuant to the contract and agreement without prejudice to any claim for damages, breach of contract or otherwise. The failure or termination of any portion of this agreement shall not be a basis for terminating other severable obligations or provisions of this contract and agreement unless the failure or breach is such that the entire contract or agreement may no longer be performed.

The parties hereto acknowledge, consent, and agree that if the Authority can reasonably treat wastewater from the Thunder Ridge subdivision at any time during the term of this Agreement and upon 90 days written notice to the City, this Agreement shall terminate, the Authority shall provide sewer service to Thunder Ridge and both parties shall be released from the terms hereof. This Agreement may otherwise be modified by a written instrument executed by both parties hereto.

7. Notice.

Any notice or communication required or permitted in accord with the terms hereof shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address listed herein or to such other address as a party may furnish in writing. The notice shall be deemed received when delivered or signed for or on the third day after mailing if not signed as received.

City of Dawsonville:

Mayor and City Council of Dawsonville
ATTN: City Manager
415 Highway 53 East
Dawsonville, GA 30534

Etowah Water and Sewer Authority:

Etowah Water and Sewer Authority
ATTN: General Manager
1162 Highway 53 East
Dawsonville, GA 30534

8. Assignment.

Neither party may assign or transfer this agreement without prior written consent of the other party.

9. Entire Agreement.

The contents hereof contain the entire agreement between the parties regarding the subject matter of this

10. Governing Law and Severability.

This IGA shall be construed and interpreted in accordance with Georgia law. If any sentence, phrase, provision, portion or clause of this IGA should at any time be declared or adjudged invalid, unlawful, unconstitutional or unenforceable for any reason, said adjudication or declaration shall in no manner or way effect the other sentences, phrases, provisions, portion of clauses hereof; and all remaining portions shall remain in full force and effect.

11. Non-Waiver.

The failure of either party to enforce any provision of this IGA and contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this IGA.

This 10th day of July 2018.

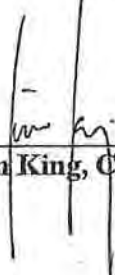
City of Dawsonville, Georgia

By: 
Jason Power, Mayor Pro-Tem

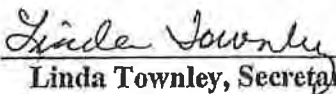
ATTEST:

By: 
Beverly Banister, Clerk

Etowah Water and Sewer Authority

By: 
Jim King, Chairman

ATTEST:

By: 
Linda Townley, Secretary



(Seal)



Georgia Department of
Community Affairs



SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

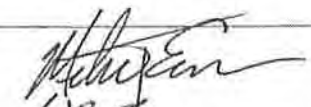


This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: DAWSON

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
--------------	-------	------	-----------	------

<u>CITY OF DAWSONVILLE</u>	Mayor	Mike Eason		10/12/18
<u>DAWSON COUNTY</u>	Commission Chair	Billy Thurmond		10-04-18
<u>ETOWAH WATER AND SEWER AUTHORITY</u>	Board Chair	Jim King		10-11-18



SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: **DAWSON COUNTY**

I. GENERAL INSTRUCTIONS:

1. FORM 1 is required for **ALL** SDS submittals. Only one set of these forms should be submitted per county. The completed forms shall clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

<p>OPTION A <i>Revising or Adding to the SDS</i></p>	<p>OPTION B <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> 4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.) 5. For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2). 6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).] 	<ol style="list-style-type: none"> 4. In Section IV type, "NONE." 5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).] 6. Proceed to step 7, below. <div data-bbox="824 1182 1528 1419" style="background-color: #000080; color: white; padding: 10px; text-align: center;"> <p>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.</p> </div>

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Dawson County
City of Dawsonville
Etowah Water and Sewer Authority

III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

1. Water Supply/ Distribution
2. Sewage collection/ Disposal
3. Development Permitting and Inspections
4. Building Permitting and Inspections
5. Soil Erosion Permitting and Enforcement
6. Police Protection
7. Fire Protection
8. Street/Road Repair & Maintenance and Street/Road Cleaning
9. Storm Water Management
10. Solid Waste Management
11. Planning and Zoning
12. EMS

IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

Senior Citizen Services (New)



SERVICE DELIVERY STRATEGY
FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: DAWSON COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>DAWSON COUNTY</u>	County Chairman	Billy Thurmond		6/14/18
<u>DAWSONVILLE</u>	Mayor	Mike Eason		6/14/18



**DAWSON COUNTY
BOARD OF COMMISSIONERS**

Mike Berg
Chairman

Gary Pichon
Commissioner
District One

Terri Tragesser
Commissioner
District Two

Mike Connor
Commissioner
District Three

Julie Hughes Nix
Commissioner
District Four

RECEIVED

OCT 17 2008

*** Via Certified Mail ***
7006 2760 0004 2068 6787

October 16, 2008

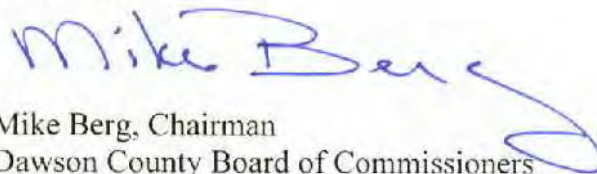
Georgia Department of Community Affairs
Office of Planning and Quality Growth
60 Executive Park South, N.E.
Atlanta, Georgia 30329

Dear Sir or Madam:

Re: Dawson County, Georgia Service Delivery Strategy

On behalf of Dawson County and the City of Dawsonville, I am pleased to enclose our updated Service Delivery Strategy certifications and all supporting documentation dated October 14, 2008.

Sincerely,


Mike Berg, Chairman
Dawson County Board of Commissioners

Enclosures

cc The Honorable Joe Lane Cox
Kevin Tanner, County Manager
Joey Homans, County Attorney



SERVICE DELIVERY STRATEGY UPDATE CERTIFICATIONS

Instructions:

This two page form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2000 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2000 population of between 500 and 9,000 residing within the county. Cities with a 2000 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

UPDATED SERVICE DELIVERY STRATEGY FOR DAWSON COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have reviewed our existing Service Delivery Strategy and have determined that:
(Check only one box for question #1)

- A. Our Strategy continues to accurately reflect our preferred arrangements for providing local services throughout our county and no changes in our Strategy are needed at this time; or
- B. Our Strategy has been revised to reflect our preferred arrangements for providing local services.

If Option A is selected, only this form, signed by the appropriate local government representatives must be provided to DCA.

If Option B is selected, this form, signed by the appropriate local government representatives, must be submitted to DCA along with:

- an updated "Summary of Service Arrangements" form (page 2) for each local service that has been revised/updated;
 - any supporting local agreements pertaining to each of these services that has been revised/updated; and
 - an updated service area map depicting the agreed upon service area for each provider if there is more than one service provider for each service that has been revised/updated within the county, and if the agreed upon service areas do not coincide with local political boundaries.
2. Each of our governing bodies (County Commission and City Councils) that are a party to this strategy have adopted resolutions agreeing to the Service Delivery arrangements identified in our strategy and have executed agreements for implementation of our service delivery strategy (O.C.G.A. 36-70-21);
3. Our service delivery strategy continues to promote the delivery of local government services in the most efficient, effective, and responsive manner for all residents, individuals and property owners throughout the county (O.C.G.A. 36-70-24(1));
4. Our service delivery strategy continues to provide that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2));
5. Our service delivery strategy continues to ensure that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3));

6. Our Service Delivery Strategy continues to ensure that the officially adopted County and City land use plans of all local governments located in the County are compatible and nonconflicting (O.C.G.A. 36-70-24 (4)(A));
7. Our Service Delivery Strategy continues to ensure that the provision of extraterritorial water and sewer services by any jurisdiction is consistent with all County and City land use plans and ordinances (O.C.G.A. 36-70-24 (4)(B)); and
8. Our Service Delivery Strategy continues to contain an agreed upon process between the county government and each city located in the county to resolve land use classification disputes when the county objects to the proposed land use of an area to be annexed into a city within the county (O.C.G.A. 36-70-24 (4)(C))' and;
9. DCA has been provided a copy of this certification and copies of all forms, maps and supporting agreements needed to accurately depict our agreed upon strategy (O.C.G.A. 36-70-27).

If the County does not have an Annexation/Land Use dispute resolution process with each of its cities, list the cities where no agreed upon process exists:

SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
	Mike Berg	Chairman	Dawson County Board of Commissioners	10/14/08
	Joe Lane Cox	Mayor	City of Dawsonville	10/14/08



GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FOR

DAWSON

COUNTY

PAGE 1

I. GENERAL INSTRUCTIONS:

- 1. Only one set of these forms should be submitted per county. The completed forms should clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and authority within the county in Section III below. It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.
4. For each service or service component listed in Section III, complete a separate Summary of Service Delivery Arrangements form (page 2).
5. Complete one copy of the Summary of Land Use Agreements form (page 3).
6. Have the Certifications form (page 4) signed by the authorized representatives of participating local governments. Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, page 4).
7. Mail the completed forms along with any attachments to:

Georgia Department of Community Affairs
Office of Planning and Quality Growth
60 Executive Park South, N.E.
Atlanta, Georgia 30329

For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at www.dca.servicedelivery.org, or call the Office of Planning and Quality Growth at (404) 679-5279.

Note: Any future changes to the service delivery arrangements described on these forms will require an official update of the service delivery strategy and submittal of revised forms and attachments to the Georgia Department of Community Affairs.

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Dawson County
City of Dawsonville
Etowah Water and Sewer Authority

III. SERVICES INCLUDED IN THE SERVICE DELIVERY STRATEGY:

For each service listed here, a separate Summary of Service Delivery Arrangements form (page 2) must be completed.

- 1. Water Supply/Distribution
2. Sewage Collection/Disposal
3. Development Permitting and Inspections
4. Building Permitting and Inspections
5. Soil Erosion Permitting and Enforcement
6. Police Protection
7. Fire Protection
8. Street/Road Repair & Maintenance and Street/Road Cleaning
9. Storm Water Management
10. Solid Waste Management
11. Planning and Zoning
12. EMS



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: Dawson **Service:** #1 - Water Supply/Distribution

1. Check the box that best describes the agreed upon delivery arrangement for this service:

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): _____

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): _____

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service): _____

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): _____

Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

Etowah Water and Sewer Authority City of Dawsonville

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes No

If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
Etowah Water and Sewer Authority	User Fees
City of Dawsonville	User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Etowah Water and Sewer Authority provides service in the unincorporated areas, and the City of Dawsonville provides service in the incorporated areas unless otherwise mutually agreed upon through an agreement between Etowah Water and Sewer and the City of Dawsonville.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form:

Joe Lane Cox, Mayor-City of Dawsonville 706.265.3256

Mike Berg, Chairman-Dawson County Board of Commissioners 706.344.3501

Phone number: _____ Date completed: 10/14/08

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: **Dawson** **Service:** **#2 - Sewer Collection/Disposal**

1. Check the box that best describes the agreed upon delivery arrangement for this service:

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): _____

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): _____

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service): _____

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): _____

Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

Etowah Water and Sewer Authority City of Dawsonville

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes No

If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
Etowah Water and Sewer Authority	User Fees; Intergovernmental Agreement
Dawson County	General Funds; Bonded Indebtedness
City of Dawsonville	User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Etowah Water and Sewer Authority provides service in the unincorporated areas, and the City of Dawsonville provides service in the incorporated areas unless otherwise mutually agreed upon through an agreement between Etowah Water and Sewer and the City of Dawsonville.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
Operation & Maintenance Agreement	E.W.S.A. / Dawson County	
Sprayfield Agreement	E.W.S.A. / Dawson County	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form:

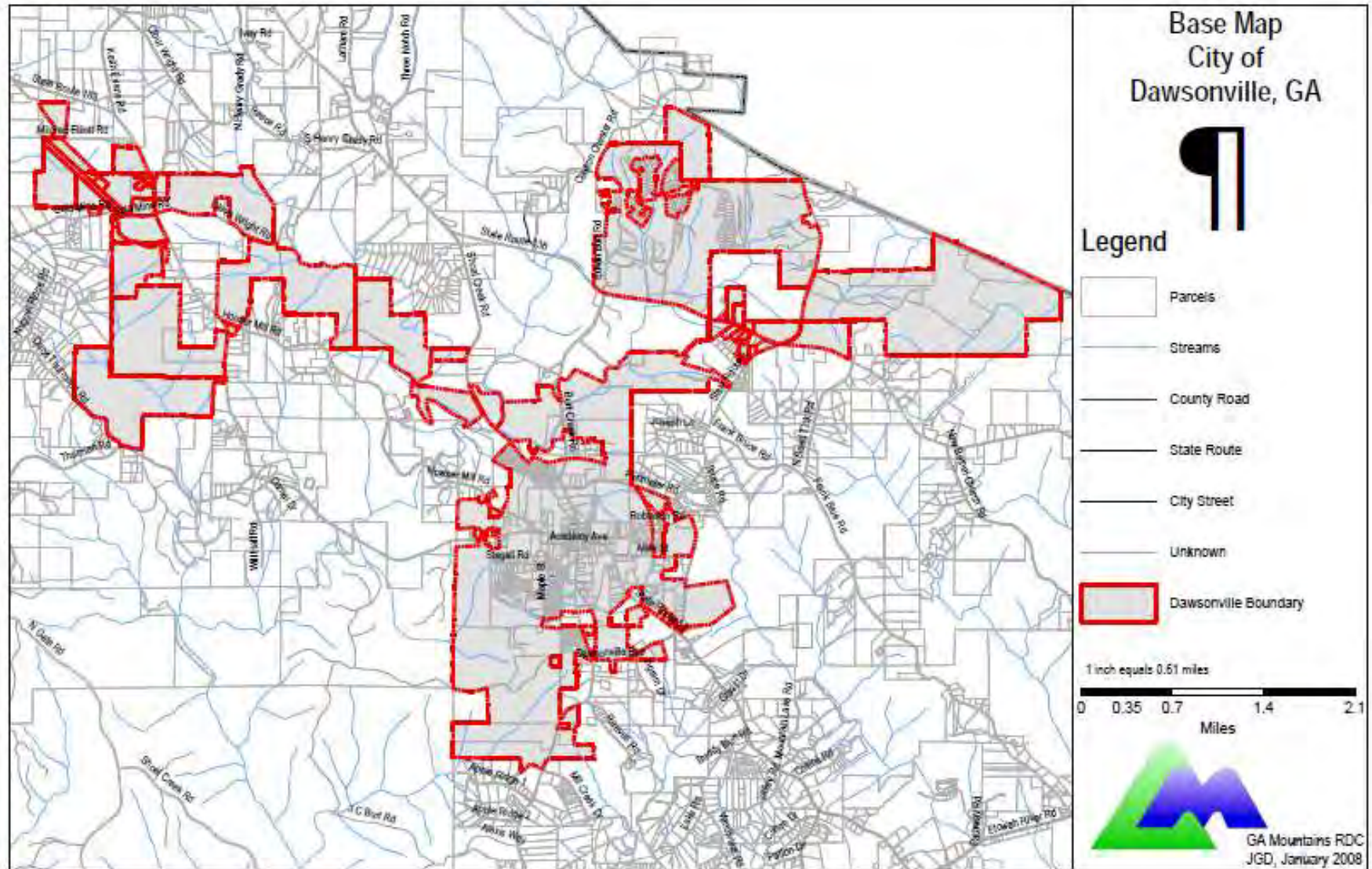
Joe Lane Cox, Mayor-City of Dawsonville 706.265.3256

Mike Berg, Chairman-Dawson County Board of Commissioners 706.344.3501

Phone number: _____ Date completed: 10/14/08

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



As per the Service Delivery Strategy Agreements for #1—Water Supply/Distribution, the City of Dawsonville provides within the incorporated areas unless agreed upon through an agreement between Etowah Water and Sewer Authority and the City of Dawsonville.

Appendix C – Intergovernmental Agreement

THE AMENDMENT TO WATER PURCHASE AGREEMENT

This Third Amendment to Water Purchase Agreement is entered into effective as of the October 2, 2006, by and between the City of Dawsonville, a municipal corporation of the State of Georgia, hereinafter referred to as the "City", and the Etowah Water & Sewer Authority, an Authority organized and established under the laws of the State of Georgia located in Dawson County, hereinafter referred to as the "Authority."

WITNESSETH:

WHEREAS, the City and the Authority entered into a Water Purchase Agreement on December 5, 1989; and,

WHEREAS, the City and the Authority entered into a First Amendment to the Water Purchase Agreement on May 3, 1991; and,

WHEREAS, the City and the Authority entered into a Second Amendment to the Water Purchase Agreement on June 13, 1994, the *Water Purchase Agreement* as amended hereinafter being referred to as the "Agreement;" and,

WHEREAS, the City and the Authority find it necessary to further amend and modify certain provisions of the Agreement at this time;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the sum of Ten (\$10.00) Dollars, paid by each party to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the City and the Authority agree as follows:

1.

The parties agree to add to paragraph B.1. of the Agreement a new subparagraph (c) as follows:

B. THE PARTIES AGREE:

1(c) Notwithstanding any provisions to the contrary in this Agreement, in the event the City develops wells or springs which produce potable water in sufficient amount to sell to the City's customers, the City may bring said wells and springs on-line and into use for sale to its customers without in any way violating the terms of this Agreement. In the event the City produces water in excess of its needs for its customers and the Authority is in need of water for its customers due to drought or other water shortage reason, the City may sell to the Authority, and the Authority may buy from the City, without further amendment to this agreement, such quantities of water not to exceed two hundred thousand (200,000) gallons per day up to a limit of six (6) million gallons per month at the current rate for sale of water from the Authority to the City as determined by the Agreement. In the event the City for any reason can not produce water to provide for the needs of its customers, the Authority, without further amendment to this agreement, may sell such quantities of water not to exceed two hundred thousand (200,000) gallons per day up to a limit of six (6) million gallons per month at the current rate for sale of water from the Authority to the City as determined by the Agreement. Notwithstanding the above, if the needs of either party are anticipated to exceed such amounts for any given monthly period, quantities may be requested and provided for either party on an emergency basis by agreement between the Chairman of the Authority and the Mayor of the City.

2.

The parties further agree that within thirty (30) days following the Georgia Environmental Protection Division of the Georgia Department of Natural Resources ("EPD") approval of the potable quality and quantity of such wells and springs as contemplated by the City to be 800,000 gallons per day (GPD) of production, the parties will negotiate with one another on a new Exhibit "B" to be attached to the Agreement as set forth in paragraph C.2. of the Agreement on Territorial Provision. It is the intent of the parties that they will work diligently and in good faith to arrive at a new Territorial Provision map. As may be necessary based upon EPD permitting and demand/supply for water, the parties additionally agree to renegotiate in good faith at such time the daily and monthly limitations on water each may purchase from the other as set out in Paragraph 1(c).

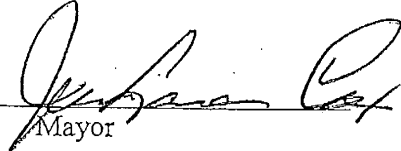
3.

Except as expressly modified or amended by this Third Amendment to Water Purchase Agreement, all provisions, terms and conditions of the original Water Purchase Agreement, the First Amendment to Water Purchase Agreement and the Second Amendment to Water Purchase Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to Water Purchase Agreement to be executed by their duly authorized officers and their seals affixed to be effective as of the date first shown above.

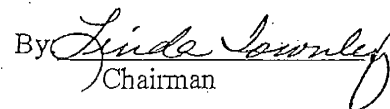
CITY OF DAWSONVILLE,
GEORGIA


By:



Mayor

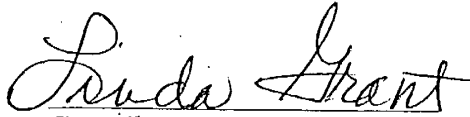
ETOWAH WATER &
SEWER AUTHORITY

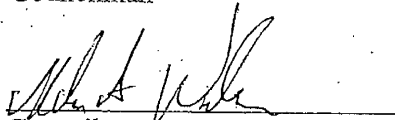
By:


Chairman

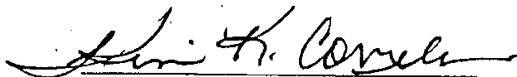

Councilman


Councilman

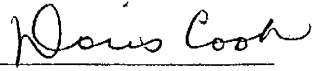

Councilman


Councilman

ATTEST:


City Clerk

ATTEST:

By: 
Secretary

Appendix D – Water Conservation Progress Report

**Water Conservation Progress Report (Municipal)
Groundwater Withdrawal Permit**

Permit Number:	042-0001
Permit Holder:	City of Dawsonville
River Basin:	Coosa River
Permit Limits (mgd):	0.500 MGD monthly average; 0.500 MGD annual average

1. Water System Usage

Report Year (month/yr)	Non-Revenue Water ¹ (annual avg gal/day)	Annual Average Daily Withdrawal (AADW) in (gal/day)	Service Area Population (pop)*	Equivalent Per Capita Usage (gal/capita/day) ² (AADW/pop)
12/2017	51,918	212,861	2,424	88
12/2018	40,913	226,199	2,540	89
12 /2019	55,729	281,669	2,641	107
12/2020	69,520	301,171	3,409	88
12/2021	81,567	323,777	3,640	89

**Service populations are estimated by persons per housing unit from the 2020 Census (2.57), multiplied by number of residential services. Estimates are interpolated for 2018 and 2019.*

¹Non-Revenue Water (NRW) is the difference between the volume of water supplied to a system (*Water Withdrawn + Purchased Water*) and volume of water billed to customers.

Non-Revenue Water = Water Supplied – Water Billed to Customers

²Per Capita Usage is calculated with the following formula:

Per Capita Usage = Annual Average Daily Withdrawal / Population

Note: Calculations for the above parameters apply only to service area of the system. Water sold outside the service area should be subtracted from the Water Withdrawn value.

2. Provide a brief description of actions taken to improve water conservation and reduce water loss in the following areas:

Leak Detection and Repair (Systems Serving Population Less than 3,300 Only)		
Performance Measure:	<u>Non-revenue water</u>	
Current Status:	<u>25.2% by volume supplied</u>	
Goal:	<u>Long-term NRW reduction</u>	
In Progress / Completed Actions	Beginning Date	Projected / Actual Completion Date
<u>AMR system installation</u>	<u>Complete</u>	<u>2017</u>
<u>Inventory of leaks and repairs</u>	<u>In place</u>	<u>On-going</u>
<u>Check pressures as complaints arose</u>	<u>On-going</u>	<u>On-going</u>
<u>Leak surveillance and response</u>	<u>On-going</u>	<u>On-going</u>
_____	_____	_____
_____	_____	_____
Notes / Comments:		

Meter Testing, Installation, Calibration, or Replacement (Systems Serving Population Less than 3,300 Only)		
Performance Measure:	<u>Meter Accuracy</u>	
Current Status:	<u>New meters in service</u>	
Goal:	<u>Scheduled testing of all</u>	
In Progress / Completed Actions	Beginning Date	Projected / Actual Completion Date
<u>Replace defective production meters</u>	<u>Complete</u>	<u>2029</u>
<u>Replace customer meters</u>	<u>Complete</u>	<u>2017</u>
<u>Implement long-term testing/replacement sched, w AMR diagnostics.</u>	<u>In place</u>	<u>On-going</u>
<u>All billed accounts are metered.</u>	<u>Complete</u>	<u>2017</u>
_____	_____	_____
_____	_____	_____
Notes / Comments:		
Master Meter states the Octave ultrasonic production meters at the wells cannot be field-calibrated and are designed to be replaced at 10 years. City is considering plans to begin sampling/testing customer meters on 5-7 year basis.		

Summer and/or Peak Use Surcharges (All Systems)

In Progress / Completed Actions

The City does not employ seasonal or peak use surcharges.
The City utilizes block rates with rates tiers increasing with usage to encourage conservation all year

Beginning Date

N/A
Current

Projected / Actual Completion Date

N/A
Current

Notes / Comments:

Enforcement of Ultra-Low Flow Plumbing Fixture Requirements (All Systems)

In Progress / Completed Actions

The City permits and inspects construction to enforce its building codes, which include the Georgia State Minimum Standard Plumbing Code (International Plumbing Code with Georgia State Amendments for high-efficiency plumbing fixtures and fittings)

Beginning Date

Current

Projected / Actual Completion Date

Continuous

Notes / Comments:

Other Measure: Other Water Conservation Measures (All Systems, If Applicable)

In Progress / Completed Actions

The City has implemented Georgia Rules for outdoor water use.
The City utilizes the AMR system to notify customers of possible leaks.

Beginning Date

Current
2017

Projected / Actual Completion Date

Continuous
Continuous

Notes / Comments:

Notes / Comments (All Systems, If Applicable)

Official Signature of Owner or Authorized Official

Robert D. Bolz, City Manager
Printed Name of Owner or Authorized Official

Date February 4, 2022

Appendix E – Water Loss Control Program



Water Loss Control Program

Date: February 4, 2022 **Facility Name:** City of Dawsonville Water System, **Permit No:** 042-0001

In accordance with 391-3-33, Public Water Systems that regularly serve 3,300 or more individuals shall:

1. Conduct an annual water loss audits in accordance with American Water Works Association (AWWA) methodology;
2. Develop and conduct a water loss control program to investigate, assess, and implement efforts to improve water supply efficiency;
3. Establish individual goals to set measures of water supply efficiency and improve water supply efficiency; and
4. Make progress toward improving water supply efficiency.

In order to streamline the data submitted to meet these requirements, please use the template forms below. Note that a system’s water loss control program should reflect the results of the applicable annual water loss audits. Namely, the program should address at least the 3 recommendations offered by the most recent annual water loss audit. Please transfer each of the water audit recommendations to the forms below and address your system’s proposed actions to deal with those items. You may also use the “Notes/Comments” section to provide context or further information about any proposed actions. If you have any goals addressing other priority areas, please capture those items on additional copies of pages 3 or 4.

Audit Recommendation Area #1: <u>Annual Water Loss Audits</u>		
Performance Measure:	_____	NA
Current Status:	_____	NA
Goal:	_____	NA
Proposed Actions	Anticipated Beginning Date	Projected Completion Date
<u>Commence Annual Water Loss Audits</u>	<u>2/2022 (monitoring)</u>	<u>3/1/ 2023 (first report)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
Notes / Comments:		
<p>(1) <i>Prior to the 2020 Census, US Census American Community Survey estimates to 2019 indicated the City population was below 3,000, and service population estimates were also less.</i></p> <p>(2) <i>New estimates based on 2020 Census results and current residential service accounts indicate the service population is now over 3,300.</i></p>		

Audit Recommendation Area #2: Authorized Consumption

Performance Measure:	<u>Unbilled, unmetered</u>
Current Status:	<u>NA</u>
Goal:	<u>5</u>

Proposed Actions	Anticipated Beginning Date	Projected Completion Date
<u>Utilize accepted default value initially</u>	<u>2/2022 (monitoring)</u>	<u>3/1/ 2023 (first report)</u>
<u>Establish policy for unbilled, unmetered</u>	<u>2/2022 (monitoring)</u>	<u>3/1/ 2023 (first report)</u>
<u>Evaluate documentation of events</u>	<u>2/2022 (monitoring)</u>	<u>3/1/ 2023 (first report)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Notes / Comments:

Audit Recommendation Area #3: Apparent Losses

Performance Measure:	<u>Unauthorized consumption</u>
Current Status:	<u>NA</u>
Goal:	<u>5</u>

Proposed Actions	Anticipated Beginning Date	Projected Completion Date
<u>Utilize accepted default value initially</u>	<u>2/2022 (monitoring)</u>	<u>3/1/ 2023 (first report)</u>
<u>Establish policy for unauthorized use</u>	<u>2/2022 (monitoring)</u>	<u>3/1/ 2023 (first report)</u>
<u>Track sample events</u>	<u>2/2022 (monitoring)</u>	<u>3/1/ 2023 (first report)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Notes / Comments:

Other Priority Area: Water Supplied

Performance Measure: Volume from own sources
 Current Status: N/A
 Goal: 6

Proposed Actions	Anticipated Beginning Date	Projected Completion Date
<u>New production meters installed (all)</u>	<u>Complete</u>	<u>2019</u>
<u>Formalize annual accuracy testing</u>	<u>2022</u>	<u>On-going</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>

Notes / Comments:

Other Priority Area: Apparent Losses

Performance Measure: Data handling errors
 Current Status: NA
 Goal: 6

Proposed Actions	Anticipated Beginning Date	Projected Completion Date
<u>Written account policy, SOP</u>	<u>2022</u>	<u>3/1/ 2023 (first report)</u>
<u>Computerized billing system</u>	<u>Complete</u>	<u>2017</u>
<u>Internal annual audit</u>	<u>2022</u>	<u>3/1/ 2023 (first report)</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>

Notes / Comments:

Priority Area: _____

Notes / Comments:



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7c

SUBJECT: APPROVE GEORGIA ACADEMY FOR ECONOMIC DEVELOPMENT TRAINING
FOR COUNCILMEMBER ILLG

CITY COUNCIL MEETING DATE: 03/07/2022

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 REQUEST APPROVAL FOR TRAINING EXPENSES FOR COUNCILMEMBER ILLG TO
ATTEND THE GEORGIA ACADEMY FOR ECONOMIC DEVELOPMENT**

TRAINING: \$195.00

MEAL AND DAILY PER DIEM: \$120.00

MILEAGE: \$30 (APPROX)

APPROXIMATE TOTAL: \$345 TO BE PAID OUT OF FY2022 BUDGETED FUNDS

HISTORY/ FACTS / ISSUES:

- **TRAINING IS ONE DAY, APRIL 27TH FROM 8:30 – 4:30 PM AT RAMSEY CONFERENCE CENTER AT LANIER TECH IN GAINESVILLE, GA**
- **COURSE IS SUITED FOR ELECTED OFFICIALS: INTERACTIVE COURSE TO ENHANCE COLLABORATIVE LEADERSHIP SKILLS WHILE LEARNING ESSENTIAL ELEMENTS FOR A COMMUNITY TO EXPERIENCE A VIBRANT ECONOMY AND MANAGEABLE GROWTH**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly A. Banister, City Clerk

[« All Events](#)

The Essentials-Gainesville

April 27 @ 8:30 am - 4:30 pm \$195.00

Have you ever wondered why some communities are vibrant while others are not?

If yes, then register today for the Georgia Academy for Economic Development's newest course, "The Essentials." During the full-day interactive course, participants will enhance their collaborative leadership skills while learning what essential elements must be invested in for a community to experience a vibrant economy and manageable growth.

This course is suited to elected officials, local decision-makers, and any individual who wants to see their community thrive. Cost per one-day session is \$195 and includes access to course materials and online resources, Academy branded SWAG, meals and a certificate of completion. Space is limited. Register today!

Facilitators: *Carrie Barnes and Rope Roberts*

[+ Add to Google Calendar](#)

[+ Add to iCalendar](#)

Tickets

The Essentials-Gainesville

\$ 195.00

16 available

- 0 +

GET TICKETS

DETAILS

Date:

April 27 (2022-04-27)

Time:

8:30 am - 4:30 pm

Cost:

\$195.00

Event Category:

[The Essentials](#)

ORGANIZERS

[Kelly Lane](#)

[Kathy Papa](#)

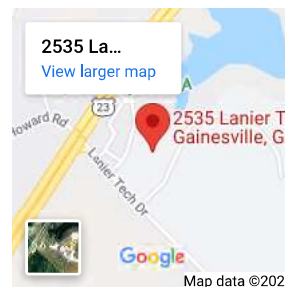
VENUE

[Ramsey Conference](#)

[Center at Lanier Tech](#)

2535 Lanier Tech Drive
Gainesville, GA (Georgia)

[+ Google Map](#)





DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7d

SUBJECT: APPROVE 2022 FARMERS MARKET USE AGREEMENT

CITY COUNCIL MEETING DATE: 03/07/2022

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPROVE 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 FARMERS MARKET (ARFM) DURING THE 2022 SEASON

HISTORY/ FACTS / ISSUES:

- **THIRD SEASON OF RENTING THE SPACE FOR THE ARFM**
 - **APPROVED BY CHAMBER OF COMMERCE**

 - **EVERY SATURDAY STARTING APRIL 30, 2022 THROUGH AND INCLUDING OCTOBER 15, 2022 – 8:00 AM TO 1:00 PM**
 - **EVERY WEDNESDAY STARTING JUNE 15, 2022 THROUGH AND INCLUDING OCTOBER 12, 2022 – 3:00 PM TO 5:00 PM**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

STAFF RECOMMENDS APPROVAL OF THE AGREEMENT

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** _____, **2022**, 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 has been renewed multiple times; and

WHEREAS, as the use of the Pavilion for a Farmer’s Market has continued, the relationship between the parties for this purpose has evolved, and the parties have determined that this Agreement serves the best interest of all parties at this time.

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 “Scheduled Days” (as hereinafter defined) from April 30, 2022 until October 15, 2022. This Agreement shall terminate after October 15, 2022, unless renewed by the parties in writing.

3. Consideration. In consideration of the right to use the Pavilion to hold farmers markets on Scheduled Days, CHAMBER agrees to pay fifteen dollars (\$15) per month for three (3) months to the CITY beginning April 30, 2022, and twenty dollars (\$20) for four (4) months beginning July 30, 2022. For the months of April and October, any permitted dates which are not utilized will result in pro-rated consideration under this Agreement. “Scheduled Days” shall be as follows:

(a) Every Saturday beginning on April 30, 2022 through and including October 15, 2022, from 8:00 AM until 1:00 PM.

(b) Every Wednesday beginning June 15, 2022, through and including October 12, 2022, from 3:00 PM to 5:00 PM.

4. Duties and Obligations of CITY. CITY shall provide use of the City’s Pavilion to the CHAMBER on each Schedule Day 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 Scheduled Days 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 Scheduled Day during the Term. On scheduled Saturdays, the Farmers Market shall not open for sales before 8:00 a.m. and shall end sales no later than 1:00 PM. On scheduled Wednesdays the Farmers Market shall not open for sales before

3:00 p.m. and shall end sales no later than 5:00 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 # 7e

SUBJECT: APPROVE GENERAL SERVICES AGREEMENTS WITH LEAD EDGE DESIGN GROUP

CITY COUNCIL MEETING DATE: 03/07/2022

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO APPROVE THE GENERAL SERVICES AGREEMENTS FOR AIRPORT MASTER PLANNING AND AIRPORT DESIGN WITH LEAD EDGE DESIGN GROUP

HISTORY/ FACTS / ISSUES:

- **CITY COUNCIL APPOINTED LEAD EDGE DESIGN GROUP AS THE CITY'S AIRPORT CONSULTANT AT THE FEBRUARY 21, 2022 MEETING**
 - **APPROVED BY LEGAL**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

STAFF RECOMMENDS APPROVAL OF AGREEMENTS

REQUESTED BY: Bob Bolz, City Manager

GENERAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 19th day of April, 2022, between the City of Dawsonville, Owner, and Lead Edge Design Group Inc., hereinafter referred to as the Engineer;

WITNESSETH:

WHEREAS, while the Owner intends to accomplish improvements at Elliott Field over the next five years and requires professional engineering and planning services; and

WHEREAS, the Owner has selected the Engineer to perform professional services to accomplish these improvements; and

WHEREAS, the Engineer is able and desirous of providing certain professional engineering and planning services to the Owner;

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Owner, the Engineer agrees that it shall faithfully perform the professional services called for the projects to be performed as listed below, plus any other work authorized by the Owner, in the manner and under the conditions described in this Agreement.

SCOPE OF SERVICES: The specified scope of services shall be detailed in a Task Order, which shall be prepared by the Engineer and submitted to the Owner for review and approval. The receipt of an approved Task Order from Owner will constitute the Engineer's Notice-to-Proceed unless a separate Notice-to-Proceed is contemplated by the Task Order. The Engineer is not to undertake any work prior to the receipt of an approved Task Order executed and approved by the Owner.

Scope of services can include, but are not limited to: Prepare project funding applications and capital improvements program (CIP) documents; perform design, bidding and negotiation, construction administration, and resident inspection services; assist with DBE Program overall goal updates/program administration; prepare/update Exhibit "A" property line map, Airport Layout Plan, and Environmental Assessments as necessary. Construct/ rehabilitate airfield drainage systems; construct/rehabilitate airfield pavement, lighting, and NAVAIDS/ILS improvements; construct/rehabilitate airport buildings (terminals/hangars/ maintenance); construct/rehabilitate airport roadways and parking lots; install/upgrade airport fencing and security systems; Land Acquisition; and such other airport-related work as the Owner may deem necessary.

SECTION I - BASIC SERVICES

A. Project Development Phase:

1. Consult with Owner, state and federal government agencies (when required) to clarify and define the requirements for a Task or Project and review available data.

2. Advise Owner as to the necessity of Owner's providing or obtaining from others data or services of the types described in Section II. Assist the Owner in contracting for such services.
3. Prepare preliminary design necessary to determine the type, size, and scope of a Task or Project, based upon projected aviation activity and current airport standards in effect at the date of this Contract.
4. Prepare preliminary cost estimate for the Task or Project.
5. Make minor revisions to the airport layout plan as necessary to reflect the details of a Project.
6. Prepare applications for federal and/or state assistance grants for funding of the Task or Project.
7. Furnish five (5) copies of drawings, sketches, forms and reports as appropriate to the Owner for submission to government agencies.
8. Assist the Owner in obtaining financing for a Task or Project.
9. Perform additional Services as described and required by Owner's written authorization.

B. Design Phase: After written authorization to proceed the Engineer shall:

1. In consultation with the Owner and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the Project and the design criteria to be used in the final design.
2. Prepare an Engineer's report in accordance with FAA criteria, which shall include but not necessarily be limited to:
 - a. An analysis and reasons for the design choices;
 - b. An analysis of the manner in which the work will be accomplished; and
 - c. A project cost estimate based upon the final design.
3. Advise the Owner of needed special services as described in Section II and assist the Owner in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys, or provide such services in accordance with this Contract and any related Task Order(s).
4. Prepare final design, contract drawings, specifications and contract documents. Prepare for review and approval by Owner, his legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitation to bid and instructions to bidders, and assist in the preparation of other related documents.

5. Assist Owner in submitting appropriate documents to local, state and federal agencies for necessary approvals and permits.
6. Assistance to the Owner in obtaining bids, tabulations, and analysis of bid results, and furnishing recommendations in connection with the award of construction contracts.
7. Perform additional work as described and required by a Task Order.

C. Construction Phase:

1. Assistance in preparation of formal contract documents for the award of construction contract.
2. Consult with and advise the Owner on all technical matters and act as the Owner's representative in dealing with a construction contractor on such matters. The Engineer shall issue all necessary interpretations and clarifications of the construction contract documents within a reasonable time. The Engineer shall issue any necessary Field Orders, and shall assist the Owner with the review of change orders proposed by a construction contractor and with development of change orders proposed by the Owner. Any matters of a technical nature which affect the integrity of the exterior architectural, structural, or fire safety systems, or which affect the integrity or operation of mechanical, plumbing or electrical systems shall be validated by the Engineer before any Field Order or Change Order is issued.
3. Make visits to the site at intervals appropriate to the various stages of construction to observe as experienced and qualified design professionals the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the contract documents. The Engineer may disapprove or reject construction of Contractor's Work, or any portion thereof, while the Work is in progress, if the Engineer believes that such Work does not conform to the construction contract documents, or with approved shop drawings or other submittals. The Engineer may also recommend that the Owner reject any Work which it believes will not result in a completed Project that conforms generally to the construction contract documents or that it believes will prejudice the integrity of the design as reflected in such documents. The Engineer shall document such disapproved or rejected work in writing. The Engineer shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of such work. Engineer shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incidental to the work of Contractor(s). Engineer's efforts will be directed toward providing a greater degree of confidence for Owner that the completed work of Contractor(s) will conform to the contract documents, but Engineer shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the contract documents. During such visits and on the basis of on-site observations, Engineer shall keep Owner informed of the progress of the work, shall endeavor to guard Owner against defects and deficiencies in such work and may disapprove or reject work failing to conform to the contract documents.

4. Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.
5. Review laboratory, shop and mill test reports and prepare a tabulation or summary of laboratory test results to assist in monitoring the quality of construction.
6. Recommend to Owner change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the project design. Prepare estimates of cost or saving from proposed change order(s), prepare change order(s) along with basis for recommendation and negotiate on behalf of Owner with the Contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The Engineer is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in project scope or major changes in design concept previously accepted by the Owner where changes are due to causes beyond the Engineer's control. Engineer shall not authorize any deviation from the contract documents, or substitution of materials or equipment, without the consent of Owner.
7. Advise the Owner of needed special services and assist the Owner in acquisition of such services as appropriate.
8. Based upon Engineer's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to Owner, based on such observation and review, that the work has progressed to the point indicated, that to the best of Engineer's knowledge, information and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment Engineer will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by Engineer to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that Engineer has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price,

or that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the contract documents.

9. Prepare Owner's applications for partial and final payments for submission to government agencies.
10. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has reached final completion in accordance with the contract documents and if each Contractor has fulfilled all of his obligations thereunder so that Engineer may recommend, in writing, final payment to each Contractor and may give written notice to Owner and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but such recommendation and notice shall be subject to the limitations expressed herein.
11. Engineer will prepare for Owner, on request, a set of record drawing prints showing those changes made during the construction process, based upon the marked-up prints, drawings and other data furnished by Contractor(s) to Engineer and which Engineer considers significant.
12. The Engineer shall not be responsible for the acts of omission of any construction Contractor, or subcontractor, or any of the construction Contractor(s) or subcontractor(s) agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the Engineer from liability for failure to perform properly duties undertaken by the Engineer under this Contract.

SECTION II - SPECIAL SERVICES

At written request of the Owner, the Engineer shall accomplish such special services as required by the Owner to complete the project. At the option of the Owner, special services may be provided by the Owner through subcontracts with other professionals or may be provided by the Engineer. When the Engineer is requested to provide special services, such services may be provided by Engineer's own forces or through subcontracts with other professionals. Compensation for Special Services provided by Engineer shall be in accordance with one of the methods identified in Section V – Compensation for Professional Services.

Special services that may be requested include, but are not necessarily limited to the following:

- A. Land surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Soils and material investigations including test boring, laboratory testing of soils and materials, related analyses and recommendations.

- C. Engineering surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc.
- D. Technical inspection of construction by full time Resident Project Representative, as required and approved by the Owner. When authorized by the Owner the duties, responsibilities and limitations of authority shall be described in Section IV.
- E. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services.
- F. Assistance to the Owner as expert witness in litigation arising from development or construction of the Project.
- G. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the Owner in connection with the Project.
- H. Extra work created by design changes, after approval of plans and specifications by the Owner, FAA and GDOT, and beyond the control of the Engineer, that may be requested or authorized in writing by the Owner in connection with the Project.
- I. Extra work required to revise or prepare contract documents, plans and specifications to facilitate the award of more than one construction contract, in the event the Owner adopts such construction program.
- J. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, Owner's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such studies, reports, design documents or contract documents when such revisions are due to causes beyond Engineer's control.
- K. Providing renderings or models for Owner's use.
- L. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for Project; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by Owner.
- M. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than thirty (30) days, (4) acceleration of the process schedule involving services beyond normal working hours, (5) default by Contractor(s), and (6) the actions of a resident project representative other than an employee of the Engineer.

- N. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.
- O. Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

SECTION III - RESPONSIBILITIES OF THE OWNER

- A. Make available for Engineer's use all record drawings, maps, soil data, etc.
- B. Respond in a timely manner to submissions by Engineer providing approvals and authorizations as appropriate so that work may continue at a normal pace.
- C. Pay all costs associated with special services authorized by the Owner, and all costs associated with obtaining bids from contractors.
- D. Furnish as required for performance of Engineer's basic services, data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys, property descriptions; zoning, deed and other land use restrictions; and other special data or consultations not covered herein; all of which Engineer may rely upon in performing his services. For each Task Order, Owner shall provide the Engineer with a description of the Task or Project that is to be the subject of such Order, including information on functions, space requirements, special features and requirements, aesthetic requirements, authorized square footage, and "design-not-to-exceed" construction budget.
- E. Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform his services.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of Engineer.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consent from others as may be necessary for completion of the Project.
- H. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Owner may require or Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing services as Owner may require to

ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as Owner may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

- I. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any development that affects the scope of timing of the Engineer's services, or any defect in the work of Contractor(s).
- J. Generally, the Owner will observe the procedure of issuing orders and decisions to a construction Contractor through the Engineer or through a third-party project representative designated by the Owner, if applicable. If the Owner issues orders directly to a construction Contractor, the Engineer shall be copied on such order.
- K. The Owner shall be responsible for all damages incurred or suffered by the Engineer resulting from negligent acts, errors or omissions attributable to the Owner or anyone for whom the Owner is legally responsible. Damages that the Engineer may incur include, but are not limited to: Engineer's own costs of labor of its employees, and other in-house costs of Engineer; Contractor change order costs, including removal, repair, replacement or modification of work performed by a Contractor; any Contractor or Engineer delay damages, and cumulative impact claims/lost productivity damages; and judgments, fines or penalties against the Engineer. The Owner agrees to indemnify and hold the Engineer harmless from and against all such damages only to the extent permissible under Georgia law.

SECTION IV - RESIDENT PROJECT REPRESENTATIVE

With agreement of the Owner as part of a Task Order, Engineer may furnish a Resident Project Representative, assistants and other field staff to assist Engineer in observing performance of the work of the Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by a Resident Project Representative and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work; but, the furnishing of such services will not make Engineer responsible for or give Engineer control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the contract documents.

The duties and responsibilities of the Resident Project Representative are limited to those of Engineer in Engineer's written Task Order with the Owner and in the construction contract documents, and are further limited and described as follows:

- A. General: Resident Project Representative is Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding his actions. Resident Project Representative's involvement in matters pertaining to the on-site work shall in general be with the Engineer and Contractor, keeping Owner advised

as necessary. Resident Project Representative's contact with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

B. Duties and Responsibilities of Resident Project Representative:

1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences and other Project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the contract documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - b. Assist in obtaining from Owner additional details or information, when required for proper execution of the work, according to the contract documents.
4. Shop Drawings and Samples:
 - a. Record date of receipt of shop drawings and samples.
 - b. Receive samples that are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been accepted by the Engineer.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the work in progress to assist Engineer in determining if the work is, in general, proceeding in accordance with the contract documents.
 - b. Report to Engineer whenever Resident Project Representative believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspections, test or approval required to be made; and advise Engineer of work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startup, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to tests, procedures, and startups.

- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections and report to Engineer.
6. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the contract documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with Resident Project Representative's recommendations to Engineer. Transmit to Contractor decisions as issued by Engineer
8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the contract documents, progress reports, and other Project-related documents.
 - b. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of material and equipment.
9. Reports:
 - a. Furnish Engineer periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.
 - b. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
 - c. Draft proposed change orders and work directive changes, obtaining backup material from Contractor and recommend to Engineer change orders, work directive changes, and field orders.
 - d. Report immediately to Engineer and Owner upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
11. Certificates, Maintenance and Operations Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material

delivered to Engineer for review and forwarding to Owner prior to final payment for work.

12. Completion:

- a. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Conduct on-site review in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

C. Limitations of Authority of the Resident Project Representative:

1. Shall not authorize any deviation from the contract documents or substitution of materials or equipment.
2. Shall not exceed limitations of Engineer's authority as set forth in the contract documents.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the contract documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
6. Shall not accept shop drawing or sample submittals from anyone other than Contractor.
7. Shall not authorize Owner to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

SECTION V – COMPENSATION FOR PROFESSIONAL SERVICES

The Owner agrees to compensate the Engineer for services performed in accordance with one of the following methods as hereinafter set forth. The method of payment and the amount for specified services shall be detailed in a Task Order, which shall be prepared by the Engineer and submitted to the Owner for review and approval. The receipt of an approved Task Order from Owner will constitute the Engineer's Notice-to-Proceed, unless a separate Notice-to-Proceed is contemplated by the Task Order.

The Engineer is not to undertake any work prior to the receipt of an approved Task Order executed and approved by the Owner.

- A. Methods of Compensation: One or more of the following methods of compensation shall be used to establish the compensation to be received by the Engineer for Services rendered under a Task Order. Each Task Order shall identify the specific method of compensation. For either method, the fair and reasonable prices negotiated between the Owner and the Engineer shall be used in determining the cost of each task or project performed.

1. Fixed Fee (Lump Sum) Method: For work that can be defined and delineated in advance, payment to the Engineer will be made on the basis of a fixed fee. The agreed fee shall represent full payment for all payroll, overhead, profit, and other direct non-salary expenses. The fixed fee will neither increase nor decrease unless the parties agree to a change in the scope, complexity, or duration of the work.
2. Hourly Method: Under this method of payment, the Engineer's compensation will be equal to the hours expended on a Project times the standard hourly rates provided to the Owner.

B. Engineer's Obligations and Requirements:

1. Time charged to the Project by Engineer personnel will include the time that the applicable employees are engaged in actual work on the Project at the Engineer's office, at the site of the Project, or travel status in connection with the Project.
2. Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the Project.
3. Engineer may assign personnel classifications to the project that differ from those originally anticipated and outlined in the Task Order, after written notice to Owner, but only if such changes do not affect the budget or any agreed terms of a Task Order.
4. Charges will not be made to the Project during periods of sickness, vacation or at any other times when personnel assigned are not gainfully employed on the work.
5. In addition to any hourly-fee payment, the Engineer shall be entitled to receive payment for reimbursable expenses directly incurred in connection with the Project, including, without limitation: reasonable travel costs; copying, printing, etc. documents; necessary consulting expenses, reimbursable at 1.10 times the direct cost incurred by the Engineer therefor.
6. Requests for payment shall be set forth within properly documented invoices or other billing statements of a format acceptable to Owner (either, an "invoice"). The Engineer shall remit invoice(s) to Owner for payment. Each invoice shall seek payment only for services actually performed, and for reimbursable expenses actually incurred, as of the date of submission of the invoice. Documentation of reimbursable expenses claimed shall be attached to the invoice. Each invoice must be supported by documentation acceptable to the Owner, in its discretion, establishing that the services referenced within the invoice have been performed in accordance with the parties' agreement. Engineer shall promptly comply with a request from Owner for documentation deemed necessary by the Owner for approval of an invoice.
7. Each invoice shall bear the signature of an individual authorized to bind the Engineer and speak on its behalf. The signature of the Engineer's authorized representative shall constitute the Engineer's representation to Owner that the services indicated in the

invoice have reached the level stated, have been properly and timely performed in accordance with the parties' Contract, and the amount(s) requested for payment are currently due and owing, there being no reason(s) known to the Engineer why payment of any portion thereof should be withheld.

8. In the event any invoice contains a defect or impropriety that would prevent payment by the required payment date, the Owner shall notify the Engineer's authorized representative in writing of such defect or impropriety. In the event Owner becomes credibly informed that any representations of the Engineer as set forth in the preceding paragraph are wholly or partially inaccurate, the Owner may withhold payment of sums then, or in the future, owing to the Engineer until the inaccuracy and the cause thereof, is corrected to the Owner's satisfaction. All prior payments may be corrected and adjusted by the Owner within any payment to the Engineer, and if not previously corrected shall be corrected and adjusted in the final payment to the Engineer.

C. Required Payment Date: Invoices shall be due and payable within 30 days after the date of invoice, subject to any limitations or conditions precedent as may be set forth within the parties' Contract or any applicable Task Order. A service charge of one percent (1.0%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Engineer, within 30 days after the Owner's receipt of the Engineer's invoice. Upon receipt of payment from Owner of any invoice, the Engineer shall remit payment to each and every subcontractor who performed any work or services that were the subject of such invoice, within the time periods required by Georgia statute. The Engineer shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment requirements, with respect to each lower-tier subcontractor.

SECTION VI - MISCELLANEOUS

A. Estimates: Since the Engineer has no control over the cost of labor and materials or over competitive bidding market conditions, the estimates of construction cost provided for herein are to be made on the basis of experience and qualifications, but the Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids of the Project construction cost.

B. Extra Services: It is mutually understood and agreed that the Owner will compensate the Engineer for services resulting from significant changes in general scope of a Task or Project, including but not necessarily limited to, changes in size, complexity, construction schedule, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, (individually and collectively, "Extra Services") when such Extra Services are due to causes beyond the Engineer's control and when requested or authorized by the Owner. Extra work may also include special services as identified in Section II - Special Services. Compensation for Extra Services shall be in accordance with a Task Order signed by both parties, calculated using one of the methods identified in Section V.

During the development of a Project the Engineer may expect clarifications and refinements within the general scope of the Project and shall make necessary adjustments accordingly. Approved preliminary design based on incorporation of review comments and accepted value engineering (VE) recommendations establish the requirements for development of working drawings and final design of a Project. Incorporating VE recommendations justified on payback and changes in functional layout to achieve greater efficiency or cost savings shall be deemed within the scope of the parties' Contract, and shall not be considered "Special", "Extra" or "Additional" Services. Likewise, any changes or modifications required to conform to applicable code requirements shall be deemed within the scope of the parties' Contract.

C. Reuse of Documents: All original documents, such as tracings, plans (CADD files), specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of the contract, are instruments of service in respect of a Task or Project and remain the property of the Engineer. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other Project. Terms and conditions for the Owner's reuse of documents/data on other projects require the express written approval of the Engineer. The Engineer shall retain its exclusive rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property. Any reuse without written verification or adaptation by Engineer for the specific purposes intended will be at Owner's sole risk and without liability or legal exposure to Engineer; and Owner shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer. Notwithstanding these provisions the Owner shall be provided upon request a reproducible copy of any drawing produced under this Contract at the cost of reproduction. Any indemnification provided for in this subsection shall only extend to the limit imposed by Georgia law.

D. Responsibilities of the Engineer:

1. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Contract. The Engineer's services shall be rendered in accordance with generally accepted practices (architectural or engineering, as may be applicable) as indicated by the intended purpose of a particular Task or Project. All final documents (100% construction documents) for Owner's construction projects shall bear the seal(s) and signature(s) of the licensed professional(s) who prepared them.
2. Approval by the Owner, FAA or GDOT of drawings, designs, specifications, reports and incidental work or materials furnished hereunder shall not in any way relieve the Engineer of its obligations under the preceding paragraph.
3. Engineer shall maintain all required records for three years after the Owner makes final payment and all other pending matters are closed.

4. The Engineer shall be responsible for all damages incurred or suffered by the Owner resulting from (a) errors or omissions in any design or construction documents attributable to the Engineer or its subcontractor(s); (b) negligent performance of professional services by the Engineer or its subcontractor(s); or (c) other breach of any applicable standard of care established under the laws of the State of Georgia, by Engineer or its subcontractor(s). Damages that the Owner may incur include, but are not limited to: Owner's own costs of labor of its employees, and other in-house costs of Owner; Contractor change order costs, including removal, repair, replacement or modification of work performed by a Contractor in accordance with design or construction documents provided by Engineer; any Contractor or Owner delay damages, and cumulative impact claims/lost productivity damages; and judgments, fines or penalties against the Owner. The Engineer agrees to indemnify and hold the Owner harmless from and against all such damages.
5. If the Engineer has reason to believe that the use of a required design, process or product would constitute an infringement of a patent or other intellectual property right, the Engineer shall promptly provide such information to Owner. To the fullest extent permitted by law, the Engineer shall indemnify and hold Owner harmless from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including reasonable fees and expenses of attorneys, expert witnesses and other consultants) for infringement of patents, copyrights or other intellectual property rights, except with respect to designs, process or products of a particular manufacturer expressly required by the Owner in writing, and (ii) infringements about which the Engineer timely notified Owner and which occurred through no fault of the Engineer.
6. The Engineer shall be the professional advisor and consultant to the Owner for technical matters related to a Task or Project and shall be responsible to and only to the Owner. The Engineer shall advise the Owner of approvals and changes necessary to keep a Task or Project within the scope of a particular contract and within cost limits. The Owner shall make the final decision on all approvals, rejections, change requirements and other similar decisions to the Engineer.

E. Termination of Contract

1. Termination for Convenience

The Owner may, by written notice to the Engineer, terminate this Agreement, or any Task Order, for its convenience and without cause or default on the part of Engineer. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Engineer must immediately discontinue all services affected.

Owner agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

2. Termination for Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 10 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a. Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Engineer to:
 - 1. Perform the services within the time specified in this contract or by Owner approved extension;
 - 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 - 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Engineer must immediately discontinue all services affected unless the notice directs otherwise.

Owner agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Engineer was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b. Termination by Engineer: The Engineer may terminate this Agreement in whole or in part, if the Owner:
 - 1. Defaults on its obligations under this Agreement;
 - 2. Fails to make payment to the Engineer in accordance with the terms of this Agreement;
 - 3. Suspends the Project for more than 180 days due to reasons beyond the control of the Engineer.

Upon receipt of a notice of termination from the Engineer, Owner agrees to cooperate with Engineer for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Engineer cannot reach mutual agreement on the termination settlement, the Engineer may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Engineer through the effective date of termination action. Owner agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

F. Contractual disputes; remedies: Except as may be otherwise provided in this Contract, any dispute arising out of or related to this Contract will be submitted for non-binding mediation; however, should the dispute not be resolved through agreement of the parties or non-binding mediation, the dispute will be decided in a court of law within the County in which the Owner is located.

G. Period of Service: The services shall be completed in accordance with the schedule provided with each task order, and made a part of this Agreement. The Engineer and the Owner will be required to meet this schedule.

H. Successors and Assigns: The Owner and the Engineer agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

I. Law of Georgia to Govern: This Agreement shall be construed according to the laws of the State of Georgia. The Engineer shall comply with all local, state, and federal laws and regulations which govern the performance of this Agreement.

J. Sole Beneficiary: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Owner and the Engineer.

K. Severability and Survival:

1. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and the Engineer.
2. All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Engineer under this Agreement or the termination of this Agreement for any reason.

SECTION VII - REQUIRED FEDERAL CONTRACT PROVISIONS

Under Section VII – Required Federal Contract Provisions, references to “contractor” or “consultant” shall mean the “Engineer”, and references to “sponsor” shall mean the “Owner”.

A. PROVISIONS FOR ALL WORK AUTHORIZATIONS REGARDLESS OF FUNDING SOURCE

1. General Civil Rights Provisions: The Engineer agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

2. Title VI Solicitation Notice: The Owner, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
3. Compliance with Nondiscrimination Requirements: During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:
 1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
4. Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).
5. Clean Air and Water Pollution Control: Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

6. Equal Opportunity Clause: During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. Federal Fair Labor Standards Act: All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

8. Occupational Safety and Health Act of 1970: All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

9. Rights to Inventions: Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

B. ADDITIONAL PROVISIONS FOR ALL AIP FUNDED A/E WORK AUTHORIZATIONS

1. Access to Records and Reports: The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.
2. Breach of Contract Terms: Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. Certifications of Lower Tier Contractors Regarding Debarment: The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:
 1. Checking the System for Award Management at website: <http://www.sam.gov>.
 2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
 3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

4. Disadvantaged Business Enterprises: Contract Assurance (§ 26.13) – The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:
 1. Withholding monthly progress payments;
 2. Assessing sanctions;
 3. Liquidated damages; and/or
 4. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

5. Texting When Driving: In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

6. Energy Conservation Requirements: Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).
7. Trade Restriction Certification: By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –
 1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation

Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

8. Certification Regarding Lobbying: The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

9. Certification of Offer/Bidder Regarding Tax Delinquency and Felony Convictions
1. The applicant represents that it is () is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
 2. The applicant represents that it is () is not (X) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
10. Veteran's Preference: In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans,

and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date written above.

**OWNER:
CITY OF DAWSONVILLE**

**ENGINEER:
LEAD EDGE DESIGN GROUP, INC.**

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

GENERAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 19th day of April, 2022, between the City of Dawsonville, Owner, and Lead Edge Design Group Inc., hereinafter referred to as the Engineer;

WITNESSETH:

WHEREAS, while the Owner intends to accomplish improvements at Elliott Field over the next five years and requires professional engineering and planning services; and

WHEREAS, the Owner has selected the Engineer to perform professional services to accomplish these improvements; and

WHEREAS, the Engineer is able and desirous of providing certain professional engineering and planning services to the Owner;

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Owner, the Engineer agrees that it shall faithfully perform the professional services called for the projects to be performed as listed below, plus any other work authorized by the Owner, in the manner and under the conditions described in this Agreement.

SCOPE OF SERVICES: The specified scope of services shall be detailed in a Task Order, which shall be prepared by the Engineer and submitted to the Owner for review and approval. The receipt of an approved Task Order from Owner will constitute the Engineer's Notice-to-Proceed unless a separate Notice-to-Proceed is contemplated by the Task Order. The Engineer is not to undertake any work prior to the receipt of an approved Task Order executed and approved by the Owner.

Scope of services can include, but are not limited to: Prepare project funding applications and capital improvements program (CIP) documents; assist with DBE Program overall goal updates/program administration; prepare/update Exhibit "A" property line map, Airport Layout Plan, and Environmental Assessments as necessary. Land Acquisition; and such other airport-related work as the Owner may deem necessary.

SECTION I - BASIC SERVICES

A. Project Development Phase:

1. Consult with Owner, state and federal government agencies (when required) to clarify and define the requirements for a Task or Project and review available data.
2. Advise Owner as to the necessity of Owner's providing or obtaining from others data or services of the types described in Section II. Assist the Owner in contracting for such services.

3. Prepare preliminary design necessary to determine the type, size, and scope of a Task or Project, based upon projected aviation activity and current airport standards in effect at the date of this Contract.
4. Prepare preliminary cost estimate for the Task or Project.
5. Make minor revisions to the airport layout plan as necessary to reflect the details of a Project.
6. Prepare applications for federal and/or state assistance grants for funding of the Task or Project.
7. Furnish five (5) copies of drawings, sketches, forms and reports as appropriate to the Owner for submission to government agencies.
8. Assist the Owner in obtaining financing for a Task or Project.
9. Perform additional Services as described and required by Owner's written authorization.

SECTION II - SPECIAL SERVICES

At written request of the Owner, the Engineer shall accomplish such special services as required by the Owner to complete the project. At the option of the Owner, special services may be provided by the Owner through subcontracts with other professionals or may be provided by the Engineer. When the Engineer is requested to provide special services, such services may be provided by Engineer's own forces or through subcontracts with other professionals. Compensation for Special Services provided by Engineer shall be in accordance with one of the methods identified in Section V – Compensation for Professional Services.

Special services that may be requested include, but are not necessarily limited to the following:

- A. Land surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Soils and material investigations including test boring, laboratory testing of soils and materials, related analyses and recommendations.
- C. Engineering surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc.
- D. Technical inspection of construction by full time Resident Project Representative, as required and approved by the Owner. When authorized by the Owner the duties, responsibilities and limitations of authority shall be described in Section IV.
- E. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services.

- F. Assistance to the Owner as expert witness in litigation arising from development or construction of the Project.
- G. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the Owner in connection with the Project.
- H. Extra work created by design changes, after approval of plans and specifications by the Owner, FAA and GDOT, and beyond the control of the Engineer, that may be requested or authorized in writing by the Owner in connection with the Project.
- I. Extra work required to revise or prepare contract documents, plans and specifications to facilitate the award of more than one construction contract, in the event the Owner adopts such construction program.
- J. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, Owner's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such studies, reports, design documents or contract documents when such revisions are due to causes beyond Engineer's control.
- K. Providing renderings or models for Owner's use.
- L. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for Project; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by Owner.
- M. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than thirty (30) days, (4) acceleration of the process schedule involving services beyond normal working hours, (5) default by Contractor(s), and (6) the actions of a resident project representative other than an employee of the Engineer.
- N. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.
- O. Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

SECTION III - RESPONSIBILITIES OF THE OWNER

- A. Make available for Engineer's use all record drawings, maps, soil data, etc.
- B. Respond in a timely manner to submissions by Engineer providing approvals and authorizations as appropriate so that work may continue at a normal pace.
- C. Pay all costs associated with special services authorized by the Owner, and all costs associated with obtaining bids from contractors.
- D. Furnish as required for performance of Engineer's basic services, data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys, property descriptions; zoning, deed and other land use restrictions; and other special data or consultations not covered herein; all of which Engineer may rely upon in performing his services. For each Task Order, Owner shall provide the Engineer with a description of the Task or Project that is to be the subject of such Order, including information on functions, space requirements, special features and requirements, aesthetic requirements, authorized square footage, and "design-not-to-exceed" construction budget.
- E. Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform his services.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of Engineer.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consent from others as may be necessary for completion of the Project.
- H. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Owner may require or Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing services as Owner may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as Owner may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- I. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any development that affects the scope of timing of the Engineer's services, or any defect in the work of Contractor(s).

- J. Generally, the Owner will observe the procedure of issuing orders and decisions to a construction Contractor through the Engineer or through a third-party project representative designated by the Owner, if applicable. If the Owner issues orders directly to a construction Contractor, the Engineer shall be copied on such order.
- K. The Owner shall be responsible for all damages incurred or suffered by the Engineer resulting from negligent acts, errors or omissions attributable to the Owner or anyone for whom the Owner is legally responsible. Damages that the Engineer may incur include, but are not limited to: Engineer's own costs of labor of its employees, and other in-house costs of Engineer; Contractor change order costs, including removal, repair, replacement or modification of work performed by a Contractor; any Contractor or Engineer delay damages, and cumulative impact claims/lost productivity damages; and judgments, fines or penalties against the Engineer. The Owner agrees to indemnify and hold the Engineer harmless from and against all such damages, to the extent permissible under Georgia law.

SECTION IV – COMPENSATION FOR PROFESSIONAL SERVICES

The Owner agrees to compensate the Engineer for services performed in accordance with one of the following methods as hereinafter set forth. The method of payment and the amount for specified services shall be detailed in a Task Order, which shall be prepared by the Engineer and submitted to the Owner for review and approval. The receipt of an approved Task Order from Owner will constitute the Engineer's Notice-to-Proceed, unless a separate Notice-to-Proceed is contemplated by the Task Order.

The Engineer is not to undertake any work prior to the receipt of an approved Task Order executed and approved by the Owner.

- A. Methods of Compensation: One or more of the following methods of compensation shall be used to establish the compensation to be received by the Engineer for Services rendered under a Task Order. Each Task Order shall identify the specific method of compensation. For either method, the fair and reasonable prices negotiated between the Owner and the Engineer shall be used in determining the cost of each task or project performed.
 - 1. Fixed Fee (Lump Sum) Method: For work that can be defined and delineated in advance, payment to the Engineer will be made on the basis of a fixed fee. The agreed fee shall represent full payment for all payroll, overhead, profit, and other direct non-salary expenses. The fixed fee will neither increase nor decrease unless the parties agree to a change in the scope, complexity, or duration of the work.
 - 2. Hourly Method: Under this method of payment, the Engineer's compensation will be equal to the hours expended on a Project times the standard hourly rates provided to the Owner.
- B. Engineer's Obligations and Requirements:

1. Time charged to the Project by Engineer personnel will include the time that the applicable employees are engaged in actual work on the Project at the Engineer's office, at the site of the Project, or travel status in connection with the Project.
2. Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the Project.
3. Engineer may assign personnel classifications to the project that differ from those originally anticipated and outlined in the Task Order, after written notice to Owner, but only if such changes do not affect the budget or any agreed terms of a Task Order.
4. Charges will not be made to the Project during periods of sickness, vacation or at any other times when personnel assigned are not gainfully employed on the work.
5. In addition to any hourly-fee payment, the Engineer shall be entitled to receive payment for reimbursable expenses directly incurred in connection with the Project, including, without limitation: reasonable travel costs; copying, printing, etc. documents; necessary consulting expenses, reimbursable at 1.10 times the direct cost incurred by the Engineer therefor.
6. Requests for payment shall be set forth within properly documented invoices or other billing statements of a format acceptable to Owner (either, an "invoice"). The Engineer shall remit invoice(s) to Owner for payment. Each invoice shall seek payment only for services actually performed, and for reimbursable expenses actually incurred, as of the date of submission of the invoice. Documentation of reimbursable expenses claimed shall be attached to the invoice. Each invoice must be supported by documentation acceptable to the Owner, in its discretion, establishing that the services referenced within the invoice have been performed in accordance with the parties' agreement. Engineer shall promptly comply with a request from Owner for documentation deemed necessary by the Owner for approval of an invoice.
7. Each invoice shall bear the signature of an individual authorized to bind the Engineer and speak on its behalf. The signature of the Engineer's authorized representative shall constitute the Engineer's representation to Owner that the services indicated in the invoice have reached the level stated, have been properly and timely performed in accordance with the parties' Contract, and the amount(s) requested for payment are currently due and owing, there being no reason(s) known to the Engineer why payment of any portion thereof should be withheld.
8. In the event any invoice contains a defect or impropriety that would prevent payment by the required payment date, the Owner shall notify the Engineer's authorized representative in writing of such defect or impropriety. In the event Owner becomes credibly informed that any representations of the Engineer as set forth in the preceding paragraph are wholly or partially inaccurate, the Owner may withhold payment of sums then, or in the future, owing to the Engineer until the inaccuracy and the cause thereof, is corrected to the Owner's satisfaction. All prior payments may be corrected and

adjusted by the Owner within any payment to the Engineer, and if not previously corrected shall be corrected and adjusted in the final payment to the Engineer.

- C. Required Payment Date: Invoices shall be due and payable within 30 days after the date of invoice, subject to any limitations or conditions precedent as may be set forth within the parties' Contract or any applicable Task Order. A service charge of one percent (1.0%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Engineer, within 30 days after the Owner's receipt of the Engineer's invoice. Upon receipt of payment from Owner of any invoice, the Engineer shall remit payment to each and every subcontractor who performed any work or services that were the subject of such invoice, within the time periods required by Georgia statute. The Engineer shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment requirements, with respect to each lower-tier subcontractor.

SECTION V - MISCELLANEOUS

- A. Estimates: Since the Engineer has no control over the cost of labor and materials or over competitive bidding market conditions, the estimates of construction cost provided for herein are to be made on the basis of experience and qualifications, but the Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids of the Project construction cost.
- B. Extra Services: It is mutually understood and agreed that the Owner will compensate the Engineer for services resulting from significant changes in general scope of a Task or Project, including but not necessarily limited to, changes in size, complexity, construction schedule, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, (individually and collectively, "Extra Services") when such Extra Services are due to causes beyond the Engineer's control and when requested or authorized by the Owner. Extra work may also include special services as identified in Section II - Special Services. Compensation for Extra Services shall be in accordance with a Task Order signed by both parties, calculated using one of the methods identified in Section V.

During the development of a Project the Engineer may expect clarifications and refinements within the general scope of the Project and shall make necessary adjustments accordingly. Approved preliminary design based on incorporation of review comments and accepted value engineering (VE) recommendations establish the requirements for development of working drawings and final design of a Project. Incorporating VE recommendations justified on payback and changes in functional layout to achieve greater efficiency or cost savings shall be deemed within the scope of the parties' Contract, and shall not be considered "Special", "Extra" or "Additional" Services. Likewise, any changes or modifications required to conform to applicable code requirements shall be deemed within the scope of the parties' Contract.

- C. Reuse of Documents: All original documents, such as tracings, plans (CADD files), specifications, maps, basic survey notes and sketches, charts, computations, and other

data prepared or obtained under the terms of the contract, are instruments of service in respect of a Task or Project and remain the property of the Engineer. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other Project. Terms and conditions for the Owner's reuse of documents/data on other projects require the express written approval of the Engineer. The Engineer shall retain its exclusive rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property. Any reuse without written verification or adaptation by Engineer for the specific purposes intended will be at Owner's sole risk and without liability or legal exposure to Engineer; and Owner shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer. Notwithstanding these provisions the Owner shall be provided upon request a reproducible copy of any drawing produced under this Contract at the cost of reproduction. Any indemnification described in this subsection shall only extend to the limit imposed by Georgia law.

D. Responsibilities of the Engineer:

1. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Contract. The Engineer's services shall be rendered in accordance with generally accepted practices (architectural or engineering, as may be applicable) as indicated by the intended purpose of a particular Task or Project. All final documents (100% construction documents) for Owner's construction projects shall bear the seal(s) and signature(s) of the licensed professional(s) who prepared them.
2. Approval by the Owner, FAA or GDOT of drawings, designs, specifications, reports and incidental work or materials furnished hereunder shall not in any way relieve the Engineer of its obligations under the preceding paragraph.
3. Engineer shall maintain all required records for three years after the Owner makes final payment and all other pending matters are closed.
4. The Engineer shall be responsible for all damages incurred or suffered by the Owner resulting from (a) errors or omissions in any design or construction documents attributable to the Engineer or its subcontractor(s); (b) negligent performance of professional services by the Engineer or its subcontractor(s); or (c) other breach of any applicable standard of care established under the laws of the State of Georgia, by Engineer or its subcontractor(s). Damages that the Owner may incur include, but are not limited to: Owner's own costs of labor of its employees, and other in-house costs of Owner; Contractor change order costs, including removal, repair, replacement or modification of work performed by a Contractor in accordance with design or construction documents provided by Engineer; any Contractor or Owner delay damages, and cumulative impact claims/lost productivity damages; and judgments,

finer or penalties against the Owner. The Engineer agrees to indemnify and hold the Owner harmless from and against all such damages.

5. If the Engineer has reason to believe that the use of a required design, process or product would constitute an infringement of a patent or other intellectual property right, the Engineer shall promptly provide such information to Owner. To the fullest extent permitted by law, the Engineer shall indemnify and hold Owner harmless from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including reasonable fees and expenses of attorneys, expert witnesses and other consultants) for infringement of patents, copyrights or other intellectual property rights, except with respect to designs, process or products of a particular manufacturer expressly required by the Owner in writing, and (ii) infringements about which the Engineer timely notified Owner and which occurred through no fault of the Engineer.
6. The Engineer shall be the professional advisor and consultant to the Owner for technical matters related to a Task or Project and shall be responsible to and only to the Owner. The Engineer shall advise the Owner of approvals and changes necessary to keep a Task or Project within the scope of a particular contract and within cost limits. The Owner shall make the final decision on all approvals, rejections, change requirements and other similar decisions to the Engineer.

E. Termination of Contract

1. Termination for Convenience

The Owner may, by written notice to the Engineer, terminate this Agreement, or any Task Order, for its convenience and without cause or default on the part of Engineer. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Engineer must immediately discontinue all services affected.

Owner agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

2. Termination for Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 10 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective

date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a. Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Engineer to:
 - 1. Perform the services within the time specified in this contract or by Owner approved extension;
 - 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 - 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Engineer must immediately discontinue all services affected unless the notice directs otherwise.

Owner agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Engineer was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b. Termination by Engineer: The Engineer may terminate this Agreement in whole or in part, if the Owner:
 - 1. Defaults on its obligations under this Agreement;
 - 2. Fails to make payment to the Engineer in accordance with the terms of this Agreement;
 - 3. Suspends the Project for more than 180 days due to reasons beyond the control of the Engineer.

Upon receipt of a notice of termination from the Engineer, Owner agrees to cooperate with Engineer for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Engineer cannot reach mutual agreement on the termination settlement, the Engineer may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Engineer through the effective date of termination action. Owner agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

F. Contractual disputes; remedies: Except as may be otherwise provided in this Contract, any dispute arising out of or related to this Contract will be submitted for non-binding mediation; however, should the dispute not be resolved through agreement of the parties or non-binding mediation, the dispute will be decided in a court of law within the County in which the Owner is located.

G. Period of Service: The services shall be completed in accordance with the schedule provided with each task order, and made a part of this Agreement. The Engineer and the Owner will be required to meet this schedule.

H. Successors and Assigns: The Owner and the Engineer agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

I. Law of Georgia to Govern: This Agreement shall be construed according to the laws of the State of Georgia. The Engineer shall comply with all local, state, and federal laws and regulations which govern the performance of this Agreement.

J. Sole Beneficiary: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Owner and the Engineer.

K. Severability and Survival:

1. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and the Engineer.
2. All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Engineer under this Agreement or the termination of this Agreement for any reason.

SECTION VI - REQUIRED FEDERAL CONTRACT PROVISIONS

Under Section VII – Required Federal Contract Provisions, references to “contractor” or “consultant” shall mean the “Engineer”, and references to “sponsor” shall mean the “Owner”.

A. PROVISIONS FOR ALL WORK AUTHORIZATIONS REGARDLESS OF FUNDING SOURCE

1. General Civil Rights Provisions: The Engineer agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

2. Title VI Solicitation Notice: The Owner, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
3. Compliance with Nondiscrimination Requirements: During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:
 1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- 4. Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 - Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain

- testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

5. Clean Air and Water Pollution Control: Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

6. Equal Opportunity Clause: During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
7. Federal Fair Labor Standards Act: All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that

arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

8. Occupational Safety and Health Act of 1970: All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

9. Rights to Inventions: Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

B. ADDITIONAL PROVISIONS FOR ALL AIP FUNDED A/E WORK AUTHORIZATIONS

1. Access to Records and Reports: The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.
2. Breach of Contract Terms: Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. Certifications of Lower Tier Contractors Regarding Debarment: The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:
 1. Checking the System for Award Management at website: <http://www.sam.gov>.
 2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
 3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

4. Disadvantaged Business Enterprises: Contract Assurance (§ 26.13) – The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:
 1. Withholding monthly progress payments;
 2. Assessing sanctions;
 3. Liquidated damages; and/or
 4. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

5. Texting When Driving: In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

6. Energy Conservation Requirements: Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).
7. Trade Restriction Certification: By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –
 1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation

Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

8. Certification Regarding Lobbying: The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

9. Certification of Offer/Bidder Regarding Tax Delinquency and Felony Convictions
1. The applicant represents that it is () is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
 2. The applicant represents that it is () is not (X) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
10. Veteran's Preference: In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans,

and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date written above.

**OWNER:
CITY OF DAWSONVILLE**

**ENGINEER:
LEAD EDGE DESIGN GROUP**

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7f

SUBJECT: APPROVE UPGRADE TO WELL AND LIFT STATION MONITORING SYSTEM

CITY COUNCIL MEETING DATE: 03/07/2022

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 UPGRADE TO WELL AND LIFT STATION MONITORING SYSTEM (SCADA) FOR THE UTILITIES DEPARTMENT IN THE AMOUNT OF \$36,700.00 TO JK DUREN COMPANY, INC.

HISTORY/ FACTS / ISSUES:

- **AMOUNT IS BUDGETED IN FY2022 ENTERPRISE FUND**
- **UPGRADED OBSOLETE TR RADIOS TO VIPER RADIOS**
- **UPGRADE IS ESSENTIAL TO THE MONITORING SYSTEM; ALERTS TO STAFF OF WELL, SPRING, LIFT STATION AND/OR WASTEWATER ISSUES WILL NOT WORK WITHOUT THE UPGRADE**
- **VENDOR IS SOLE SOURCE PROVIDER FOR THE EQUIPMENT**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

STAFF RECOMMENDS APPROVAL OF PURCHASE

REQUESTED BY: Jacob Barr, Utilities



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8

SUBJECT: PROCLAMATIONS

CITY COUNCIL MEETING DATE: 03/07/2022

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 READ AND PRESENT PROCLAMATIONS FOR (1) EXCEPTIONAL CHILDREN'S WEEK AND (2) EMPLOYEE APPRECIATION DAY

HISTORY/ FACTS / ISSUES:

FOR EXCEPTIONAL CHILDREN'S WEEK PROCLAMATION, TEACHERS ASHLEY CARAY AND PHYLLIS CHARNLEY WILL BE PRESENT AND STUDENTS TYLER BROWN, RYHLEE MCCAIVITT AND JUAN PEREZ WILL ALSO BE IN ATTENDANCE.

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Administration



Proclamation

Exceptional Children's Week
March 7-11, 2022



Whereas, Exceptional children are active citizens who contribute much to the overall quality of life in this community; and

Whereas, greater public awareness and acceptance of these persons will increase their access to education, employment, housing, and social and recreational opportunities; and

Whereas, it is the desire of our community to create a place where all people can explore and develop their varied abilities, can enjoy productive work, and can contribute by meaningful participation in the life of the community; and

Whereas, the Dawson County School System and the Dawson Support Group, on behalf of the Georgia Exceptional Children Council, have worked to secure this proclamation; and

Whereas, it is the goal of the City of Dawsonville to instill positive perceptions of people with exceptional/special needs;

Now, therefore, I, Mike Eason, do hereby designate March 7-11, 2022 as Exceptional Children's Week and encourage all our citizens to promote positive awareness and greater opportunities for persons with exceptional/special needs, and challenge the citizens of our community to look beyond a person's particular disability, and focus instead upon each person's diverse abilities and contributions to the community.

In Witness Whereof, I have set my hand and seal this 7th day of March, 2022.

Mike Eason, Mayor

Attest:

Beverly Banister, City Clerk





Proclamation

National Employee Appreciation Day March 4, 2022



WHEREAS, the City of Dawsonville citizens are served every single day by public servants; the unsung heroes who keep our City working; and

WHEREAS, public employees make great contributions to their communities by serving in areas such as utility service, public works and administration; and

WHEREAS, the public employees of the City of Dawsonville are committed to exhibiting the highest standards of excellence, dedication, creativity and skills; and

WHEREAS, day in and day out, they provide the quality and quantity of diverse services required and expected by the citizens of their local government with efficiency, effectiveness and integrity; and

WHEREAS, without these public servants at every level, continuity of service would be impossible; and

WHEREAS, the City of Dawsonville recognizes the dedication and talents of public employees, as well as the value of the services they render at all levels;

NOW, THEREFORE, I, MIKE EASON, Mayor of the City of Dawsonville, do hereby proclaim March 4, 2022 as:

“NATIONAL EMPLOYEE APPRECIATION DAY”

And I do hereby call upon all citizens to recognize and express their appreciation for the vital contributions made daily by all public employees throughout the City of Dawsonville.

Mike Eason, Mayor

Attest:

Beverly A. Banister, City Clerk





DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 9

SUBJECT: ZA C2200058

CITY COUNCIL MEETING DATE: March 7, 2022

PURPOSE FOR REQUEST: **Public Hearing**

Rezoning application requires a public hearing before approval.

HISTORY/ FACTS / ISSUES:

1. Property is in John Walden Post 3 Council district.
2. The property current use is 27-unit apartments.
3. The current HB (Highway Business District) use is a non-conforming use.
4. Proposed zoning district is CBD (Central Business District).
5. Adjoining property North and East is R3 (Single Family Residential District).
6. Adjoining property West and South is CBD (Central Business District).
7. Applicant chose the CBD (Central Business District) over R6 (Multiple Family Residential District) to reduce the number of variance request. R6 zoning district would have required at minimum five variances between zoning and land development requirements.
8. Planning Commission approved rezoning request on 12/13/21 with no conditions.

OPTIONS:

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

REQUESTED BY: David Picklesimer

Planning Department
415 Highway 53 E. Suite 100
Dawsonville, Georgia 30534



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

Date: 3/1/2022


To: Mayor and Council

Reference: ZA C2200058 Planning and Zoning Department Summary

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

1. Property is in John Walden Post 3 Council district.
2. The property current use is 27-unit apartments.
3. The current HB (Highway Business District) use is a non-conforming use.
4. Proposed zoning district is CBD (Central Business District).
5. Adjoining property North and East is R3 (Single Family Residential District).
6. Adjoining property West and South is CBD (Central Business District).
7. Applicant chose the CBD (Central Business District) over R6 (Multiple Family Residential District) to reduce the number of variance request. R6 zoning district would have required at minimum five variances between zoning and land development requirements.
8. Applicant is requesting to eliminate the required 30-foot buffer along the rear and east property lines and reduce the 40-foot setback to 17 feet along the East property line and 20 feet along the rear property line per Zoning Article VIII Sec 802 (1).
9. Planning Commission approved rezoning request on 12/13/21 without conditions.

Kindest regards,


David Picklesimer
Planning Director



City of Dawsonville

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

Zoning Amendment
Application

Application#: ZA C2200058

Applicant Name(s): EVERETT MANAGEMENT, LLC

Address: 2415 STATE BARN ROAD SUITE 103 City: DAWSONVILLE Zip: 30040

Phone: [Redacted] Email: [Redacted]

Signature(s): [Signature] Date: 10-5-21

Property Address: 239 HIGHWAY 9 NORTH, DAWSONVILLE, GA 30537

Directions to Property from City Hall: FROM CITY HALL GO NORTH ON 53 AND TURN RT ON HWY 9, PROPERTY ON LEFT.

Tax Map# D03 Parcel# 010 Current Zoning: HB

Land Lot(s): 441 District: 4TH Section: 1ST

Subdivision Name: Lot#

Acres: 2.732 Current use of property: APARTMENTS

Has a past request of Rezone of this property been made before? NO If yes, provide ZA# NO RECORDS

The applicant request:

Rezoning to zoning category: CBD Conditional Use permit for:

Proposed use of property if rezoned: APARTMENTS

Residential #of lots proposed: 27 UNITS Minimum lot size proposed (Include Conceptual Plan)

Amenity area proposed NO, if yes, what

If Commercial: total building area proposed: EXISTING (Include Conceptual Plan)

Utilities:(utilities readily available at the road frontage): Water 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: Hwy 9a 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]
Signature of Applicant

10-5-21
Date

Table with 2 columns: Office Use Only and Application Details. Includes rows for Date Completed, Date of Planning Commission Meeting, Date of City Council Meeting, and Approved by Planning Commission.



City of Dawsonville

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

**Zoning Amendment
Authorization**

Property Owner Authorization

I / We EVERETT MANAGEMENT, LLC BY Rex GRAVITT hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) D03-010 as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by the request.

I hereby authorize the person(s) or entity(ies) named below to act as the applicant or agent in pursuit of the rezoning requested on this property. I understand that any rezone granted, and/or conditions or stipulations placed on the property will be binding upon the property regardless of ownership. The under signer below is authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 6 months from the date of the last action by the City Council.

Printed Name of Applicant or Agent Rex GRAVITT
Signature of Applicant or Agent [Signature] Date 10-5-21
Mailing Address 2415 STAR BARN ROAD SUITE 103 CUMMING GA
City CUMMING State GA Zip 30040
Telephone Number [Redacted]

SUBSCRIBED AND SWORN BEFORE ME ON THIS

5 DAY OF October 2021

[Signature]
Notary Public, State of Georgia

My Commission Expires: 2-7-2024





City of Dawsonville

415 Highway 53 East, Suite 100
Dawsonville, GA 30534
(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 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 \$ _____ 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: _____

Ray Smith
Signature of Applicant / Representative of Applicant

10-5-21
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

**Adjacent
 Property Owners**

2A# C220058 TMP# D03-010 Applicant's Name: Rex Gravitt for Everett Management LLC

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 # D03-009 1. Name(s): Clifton McClure
 Address: 772 Stowers Road W
Dawsonville, GA 30534
- TMP # 092B-013-061 2. Name(s): Allen & Tamara Lyons
 Address: 129 Marmalade Trail
Dawsonville, GA 30534
- TMP # 092B-013-062 3. Name(s): Jennifer Baker
 Address: 115 Marmalade Trail
Dawsonville, GA 30534
- TMP # 092B-013-063 4. Name(s): Heather Smith & Ezra Crumley
 Address: 97 Marmalade Trail
Dawsonville, GA 30534
- TMP # 092B-013-064 5. Name(s): Hermoso Jorge Jose Habobain
 Address: 83 Marmalade Trail
Dawsonville, GA 30534
- TMP # D03-011-007 6. Name(s): James Douglas & Julie Moorehouse Morgan
 Address: 91 Maple Hill Drive
Dawsonville, GA 30534
- TMP # D03-011-006 7. Name(s): Sandra Sawyer
 Address: 83 Maple Hill
Dawsonville, GA 30534
- TMP # D03-011-005 8. Name(s): Benjamin & Amber Holloway
 Address: ~~63 Maple Hill Drive~~ P.O. Box 1257
~~Dawsonville, GA 30534~~ Dahlonega, GA 30533
- TMP # D03-011-004 9. Name(s): William Randal Crawford & Valarie Cowart
 Address: 49 Maple Hill Dr
Dawsonville, GA 30534

Adjacent Property Owner notification of a variance request is required.



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

**Adjacent
 Property Owners**

ZA# C2200058 TMP# D03 010 Applicant's Name: Rex GRAVITT
EVERETT MANAGEMENT, LLC

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 # D03-011-003 1. Name(s): Carolyn Rast
 Address: 37 Maple Hill Drive
Dawsonville, GA 30534

TMP # D03-011-002 2. Name(s): Matthew C. Parker + Morgan Parker
 Address: 21 Maple Hill Drive
Dawsonville, GA 30534

D03-011-001

TMP # _____ 3. Name(s): Michael Shannon & Tina Jackie Wise
 Address: 11 Maple Drive
Dawsonville, GA 30534

TMP # D03-026 4. Name(s): Dawsonville Baptist Church Inc
 Address: P.O. Box 207
Dawsonville, GA 30534

TMP # D03-027 5. Name(s): Dawsonville Baptist Church Inc
 Address: P.O. Box 207
Dawsonville, GA 30534

TMP # D03-028 6. Name(s): Cherokee Presbytery Prop Inc
 Address: PO Box 201
Dawsonville, GA 30534

TMP # _____ 7. Name(s): _____
 Address: _____

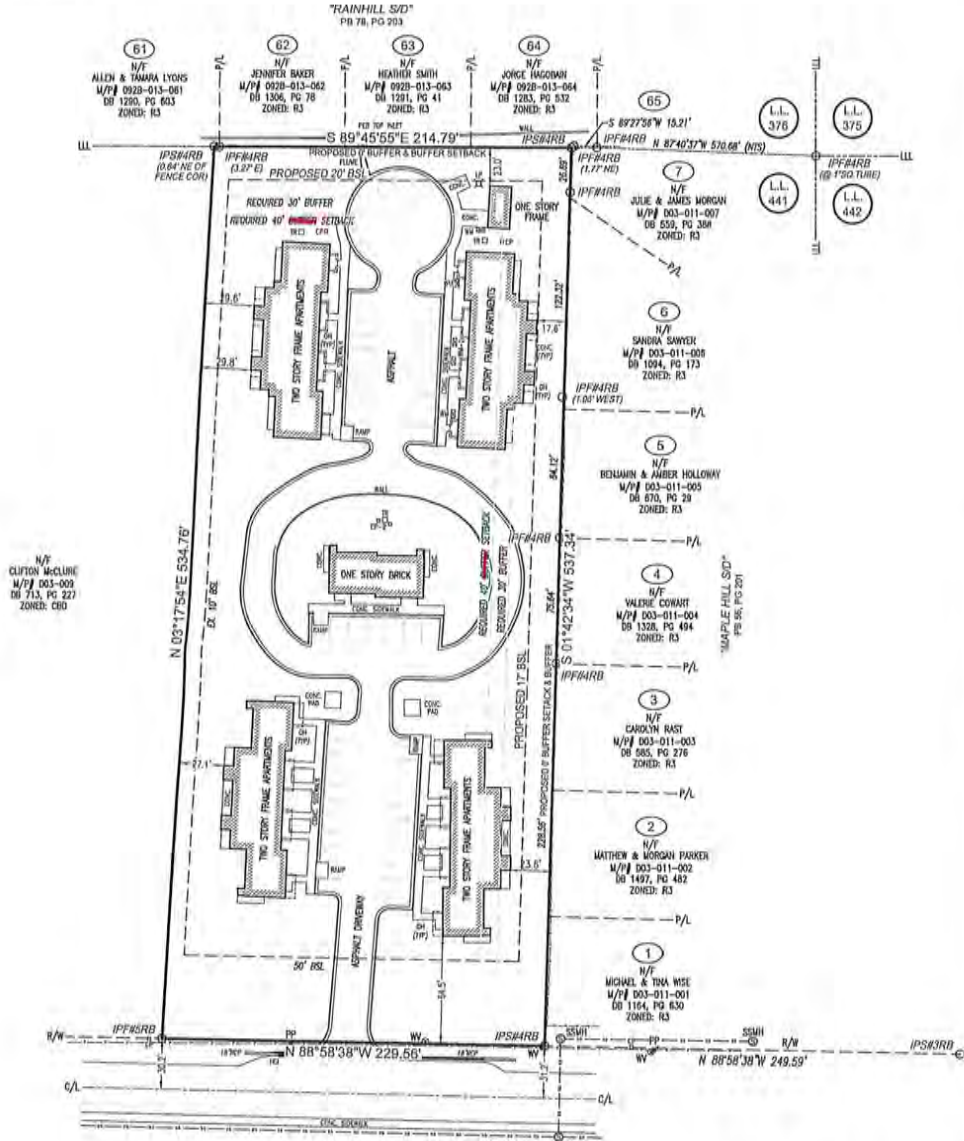
TMP # _____ 8. Name(s): _____
 Address: _____

TMP # _____ 9. Name(s): _____
 Address: _____

Adjacent Property Owner notification of a variance request is required.

- LEGEND**
- BOC = BACK OF CURB
 - BSL = BUILDING SETBACK LINE
 - P/L = PROPERTY LINE
 - N/A = NORTH OF HIGHWAY
 - LL = LAND LOT
 - N/T = NOW OR FORMERLY
 - M/W = TAX MAP / PARCEL NO.
 - POB = POINT OF BEGINNING
 - MS = NOT TO SCALE
 - RF = IRON PIPE FOUND
 - PS = IRON PIPE SET
 - CON MON = CONCRETE MONUMENT
 - RS = REBAR
 - CP = CEMENT PIPE
 - OP = OPEN TOP PIPE
 - SO, ROD = SQUARE ROD
 - AF = ANGLE FROM POINT
 - OMP = CORRUGATED METAL PIPE
 - RCP = REINFORCED CONG. PIPE
 - WV = WATER VALVE
 - PP = POWER POLE
 - LP = LIGHT POLE
 - SP = SERVICE POLE
 - CP = COMMUNICATIONS POST
 - TR = TRANSFORMER
 - ON = OIL/NATURAL GAS/OTHER
 - CO = SEWER CLEAN-OUT
 - SS = SANITARY SEWER
 - MS = MAN HOLE
 - TFE = FINISHED FLOOR ELEV.
 - FI = FIRE HYDRANT
 - = GAS LINE
 - = FORCE MAIN
 - S— = SANITARY SEWER LINE
 - FM— = SANITARY FORCE MAIN
 - T— = TELEPHONE LINE
 - W— = WATER LINE
 - X— = FENCE LINE

TOTAL = 2.732 ACRES
119,018.434 SQUARE FEET



GEORGIA HIGHWAY #9
(±30' ASPH) (60' R/W)

THIS SURVEY AND ITS FINDINGS DOES NOT CONSTITUTE A TITLE SEARCH OR TITLE OPINION BY McCLURE SURVEYING, INC. AS LAND SURVEYING. ALL DATA FOR THE LOCATION OF PROPERTY LINES, EASEMENTS, ADJOINING OWNERS, ETC. WAS OBTAINED FROM RECORDS, THE CLIENT, OR OTHER SOURCE REFERENCED. NO WARRANTY OF TITLE OR COMMITMENT, NOR RESULTS OF TITLE SEARCHES PROVIDED TO THE SURVEYOR, UNLESS OTHERWISE NOTED. OTHER DOCUMENTS OR INSTRUMENTS MAY THAT WOULD AFFECT THIS PROPERTY, AS WITH LAND TRANSACTION, A TITLE SEARCH AND COPY IS RECOMMENDED IN CONNECTION WITH THIS SURVEY ON YOU MUST CONSULT A COMPETENT TITLE ATTORNEY.

THIS SURVEY WAS PREPARED IN CONFORMANCE WITH THE TECHNICAL STANDARDS OF PROFESSIONAL SURVEYING AS SET FORTH IN CHAPTER 146-7 OF RULES OF GEORGIA BOARD OF REGISTRATION PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS SET FORTH IN GEORGIA PLAT ACT O.C. 15-6-47, AUTHORITY O.C.G.A. SECS 15-6-43-15-4, 43-15-5, 43-15-11, 43-15-15. PROPERTY OWNER ACKNOWLEDGES THAT ANY SYSTEMS GEORGIA TO ALL SETBACK REQUIREMENTS APPROVAL OF PLAT DOES NOT GUARANTEE THAT DAWSON COUNTY HEALTH DEPARTMENT WILL BE SATISFIED. S.T.E.M.P.E.R.S.

DATE OF SURVEY: JULY 22 & 26, 2021
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE IN N/A (OPEN) FEET AN ANGULAR ERROR N/A SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN FOOT IN ±161,009 FEET.

BEARINGS SHOWN ARE BASED ON ANGLES TURNED FROM A SINGLE MAGNETIC OBSERVATION AND ARE SUBJECT TO FIELD CONDITIONS.

THE EQUIPMENT USED FOR ANGULAR AND DISTANCE MEASUREMENTS WAS A LEICA ROB TOTAL STATION, 1512.

THIS PROPERTY IS NOT LOCATED IN THE 100-YEAR FLOOD HAZARD AREA AS PER FLOOD INSURANCE RATE MAP NO. 13085C0111C, DATED 4-4-18.

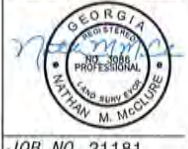
NOTES & REFERENCES

1. TAX MAP/PARCEL #003-0'
2. CURRENT ZONING = HB
PROPOSED ZONING = CBD
3. REQUIRED SETBACKS
FRONT - 50 FEET
WEST SIDE - 10 FEET
EAST SIDE - 40 FEET
REAR - 40 FEET
REQUIRED BUFFERS
EAST SIDE - 30 FEET
REAR - 30 FEET
PROPOSED SETBACKS
FRONT - 50 FEET
WEST SIDE - 10 FEET
EAST SIDE - 17 FEET
REAR - 20 FEET
4. DEED BOOK 1247 PAGE 54
5. PLAT BOOK 11 PAGE 11
6. PLAT BOOK 56 PAGE 21
7. PLAT BOOK 78 PAGE 21

PROPERTY ADDRESS:
229 HWY 9N
DAWSONVILLE, GA 30534

Surveyor's Certificate
It is hereby certified that all monuments and improvements shown herein exist except as otherwise indicated that their locations, size, type, and area are correctly shown.
Nathan M. McClure

Registered Georgia Land Surveyor No. 3

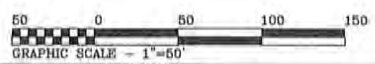


JOB NO. 21181

VARIANCE & ZONING SITE PLAN FOR:

EVERETT MANAGEMENT, LLC

LAND LOT 441
4TH DISTRICT
1ST SECTION
CITY OF DAWSONVILLE
DAWSON COUNTY, GEORGIA
PLAT DATE: SEPTEMBER 21, 2021
REVISIONS: OCTOBER 11, 2021 (COMMENTS)

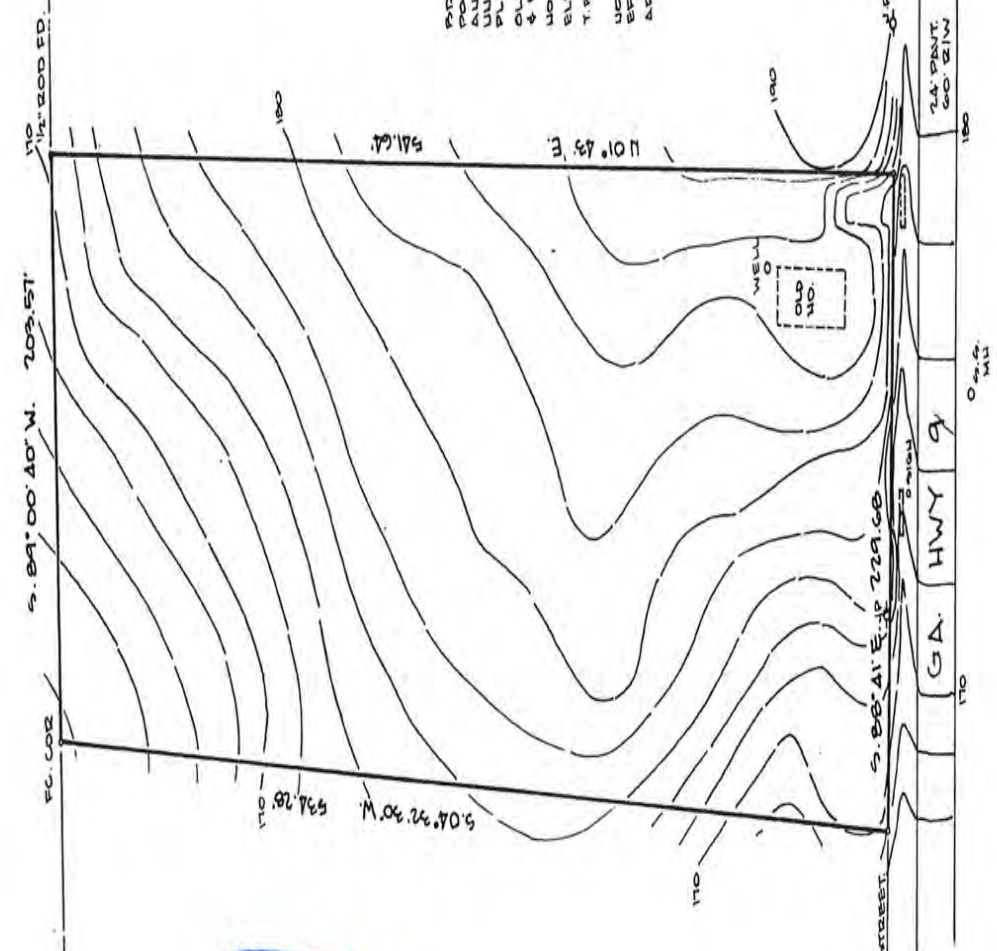
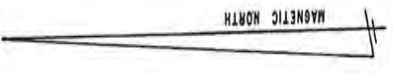


McCLURE
SURVEYING, INC.
2505 JOHNSON DRIVE - SUITE D
CUMMING, GA 30040
O: (470) 297-5592 O: (770) 889-0281
CERTIFICATE OF AUTHORIZATION: LSF001203
NATHAN@MCCLURESURVEYING.COM
WWW.MCCLURESURVEYING.COM

BOUNDARY AND TOPOGRAPHICAL SURVEY FOR EUGENE T. GRAVITT
 LAND LOT 441, 4th DIST., 1st SECT., DAWSON CO., GEORGIA

GEORGIA, DAWSON COUNTY
 PLAT FOR RECORD
 FILED FOR RECORD
 JUN 14 1981
 Received in Book 11
 Page 157
 By *[Signature]*
 CLERK

Plat



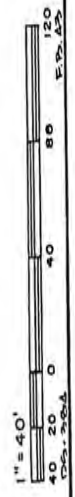
ADJ. TRAC. BY 20' TRAILER & EDM
 POSITIONS OF CORNERS 1/2\"/>



9. 10. 07

Burns, Jeffries & Assoc.
 Cumming, Georgia
 (404) 887-0100

RECEIVED
 OCT 20 2021
 BY *[Signature]*





LEGAL DESCRIPTION:
TAX MAP/PARCEL #D03-010

ALL THAT TRACT OR PARCEL OF LAND LYING IN LAND LOT 441, OF THE 4TH DISTRICT, 1ST SECTION, CITY OF DAWSONVILLE, OF DAWSON COUNTY, GEORGIA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF THIRD STREET AND THE NORTHERLY R/W OF GA HWY 9, SAID ROAD HAVING A 60' R/W, THENCE ALONG SAID R/W 678 FEET TO A POINT, THIS BEING THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING: THENCE DEPARTING SAID R/W, NORTH 04 DEGREES 32 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 534.28 FEET TO A FENCE CORNER ON THE LINE COMMON TO LAND LOTS 376 & 441, THENCE ALONG SAID LAND LOT LINE, NORTH 89 DEGREES 00 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 203.57 FEET TO AN IPF ½" ROD, THENCE LEAVING SAID LAND LOT LINE, SOUTH 01 DEGREES 43 MINUTES EAST FOR A DISTANCE OF 541.64 FEET TO A POINT ON THE NORTHERLY R/W OF GA HWY 9, THENCE ALONG SAID R/W, NORTH 88 DEGREES 41 MINUTES WEST FOR A DISTANCE OF 229.68 FEET TO A POINT, THIS BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINING 2.67 ACRES.

October 5, 2021

To City of Dawsonville:

Re: Zoning Application for TMP #D03-010

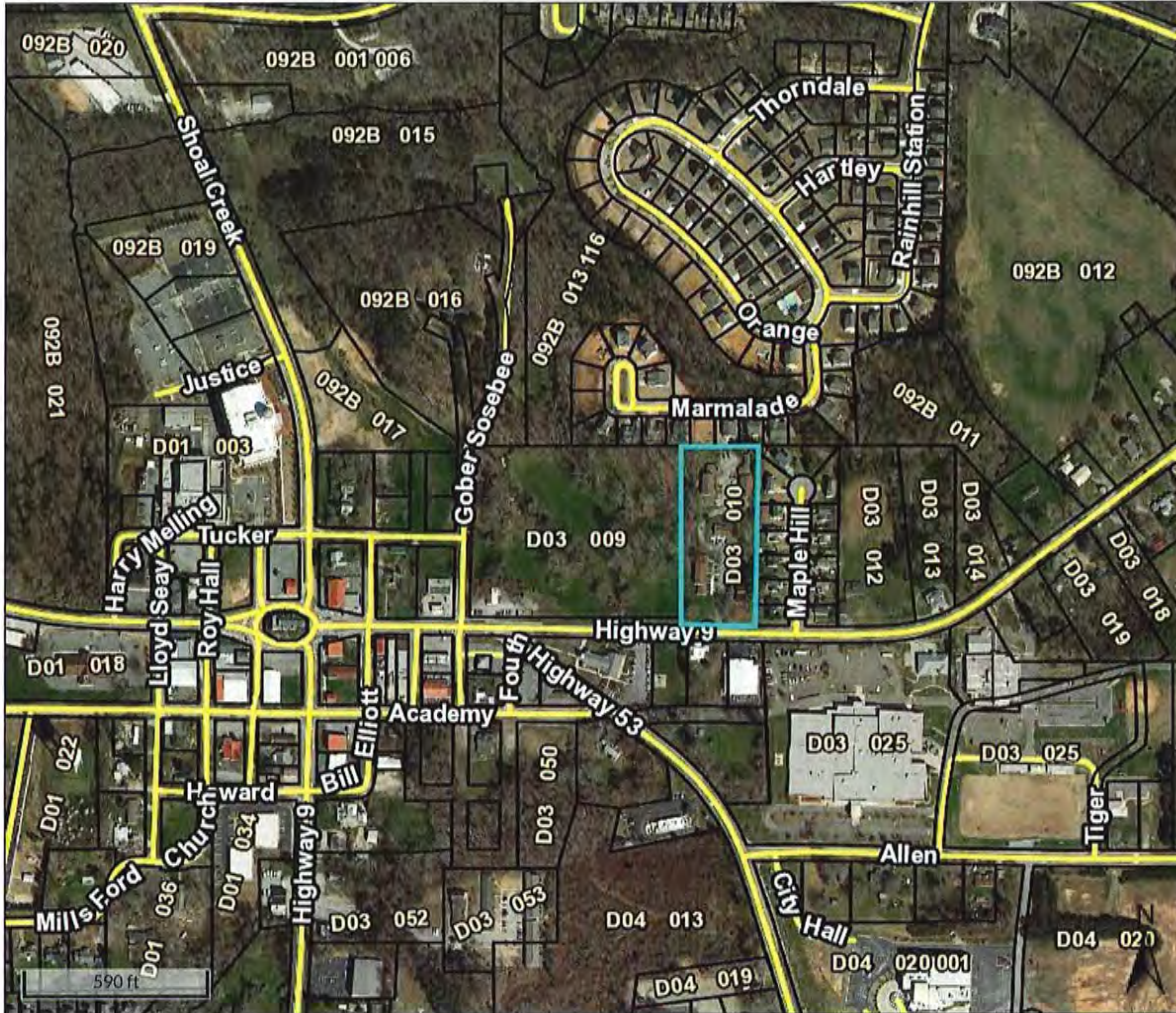
This letter of Intent is to request a rezoning of the above described property which is also know as Dawsonville Apartments. The property was constructed before zoning conditions existed. This property has been used as residential apartments for many years. There are currently 27 apartment units. The property is served by water and sewer and is in compliance with the Fire Marshals office. I have made many improvements since purchasing and have invested a lot of time and money into the property. Currently the property would be considered non-conforming and if a building were destroyed more than 50% of its value then it could not be replaced. I would like to rezone the property and bring it into compliance with the City of Dawsonville Zoning to protect my investment. I wish to leave it as 27 units and have no plans to expand. My only reason for rezoning would be so that I could replace existing units in the event of some unforeseen disaster.

Sincerely,



Rex Gravitt
Everett Management, LLC
[REDACTED]





Legend
 Parcels

Parcel ID: D03 010
Alt ID: 88
Owner: EVERETT MANAGEMENT LLC
Acres: 2.5
Assessed Value: \$1223500

Date created: 10/8/2021
Last Data Uploaded: 10/8/2021 12:58:52 AM

Developed by  Schneider
GEOSPATIAL

qPublic.net™ Dawson County, GA

Summary

Parcel Number D03 010
 Location Address 239 HWY 9 N
 Legal Description CITY LL 441 LD 4
 (Note: Not to be used on legal documents)
 Class C4-Commercial
 (Note: This is for tax purposes only. Not to be used for zoning.)
 Tax District DAWSONVILLE (District 02)
 Millage Rate 23.663
 Acres 2.5
 Neighborhood City (00004)
 Homestead Exemption No (50)
 Landlot/District 441/

[View Map](#)



Owner

EVERETT MANAGEMENT LLC
 2415 STATE BARN RD STE 201
 CUMMING, GA 30040

Land

Type	Description	Calculation Method	Frontage	Depth	Acres	Lots
Commercial	DAWSONVILLE COMMERCIAL	Acres	0	0	2.5	0

Commercial Improvement Information

Description Multi Residence-D-Avg
 Value \$162,500
 Actual Year Built 1985
 Effective Year Built 1995
 Square Feet 3225
 Wall Height 10
 Wall Frames Wood
 Exterior Wall Brick
 Roof Cover Asphalt Shingles
 Interior Walls Sheetrock
 Floor Construction Concrete On Ground
 Floor Finish Carpet/Vinyl Tile
 Ceiling Finish Sheetrock
 Lighting Standard F.F.
 Heating Cent. Htg. & A.C.
 Number of Buildings 1

Description Multi Residence-D-Avg
 Value \$67,900
 Actual Year Built 1985
 Effective Year Built 1995
 Square Feet 1800
 Wall Height 10
 Wall Frames Wood
 Exterior Wall Brick
 Roof Cover Asphalt Shingles
 Interior Walls Sheetrock
 Floor Construction Steel Joists & subfloor
 Floor Finish Carpet/Vinyl Tile
 Ceiling Finish Sheetrock
 Lighting Standard F.F.
 Heating Cent. Htg. & A.C.
 Number of Buildings 1

Description Multi Residence-D-Avg
 Value \$69,700
 Actual Year Built 1985
 Effective Year Built 1995
 Square Feet 1400
 Wall Height 10
 Wall Frames Wood

Exterior Wall Wood
 Roof Cover Asphalt Shingles
 Interior Walls Sheetrock
 Floor Construction Concrete On Ground
 Floor Finish Carpet/Vinyl Tile
 Ceiling Finish Sheetrock
 Lighting Standard F.F.
 Heating Cent. Htg. & A.C.
 Number of Buildings 1

Description Multi Residence-D-Avg
 Value \$163,600
 Actual Year Built 1985
 Effective Year Built 1995
 Square Feet 3250
 Wall Height 10
 Wall Frames Wood
 Exterior Wall Brick
 Roof Cover Asphalt Shingles
 Interior Walls Sheetrock
 Floor Construction Concrete On Ground
 Floor Finish Carpet/Vinyl Tile
 Ceiling Finish Sheetrock
 Lighting Standard F.F.
 Heating Cent. Htg. & A.C.
 Number of Buildings 1

Description Multi Residence-D-Avg
 Value \$67,900
 Actual Year Built 1985
 Effective Year Built 1995
 Square Feet 1800
 Wall Height 10
 Wall Frames Wood
 Exterior Wall Brick
 Roof Cover Asphalt Shingles
 Interior Walls Sheetrock
 Floor Construction Wood Joists & Subfloor
 Floor Finish Carpet/Vinyl Tile
 Ceiling Finish Sheetrock
 Lighting Standard F.F.
 Heating Cent. Htg. & A.C.
 Number of Buildings 1

Description Multi Residence-D-Avg
 Value \$67,900
 Actual Year Built 1989
 Effective Year Built 1995
 Square Feet 1800
 Wall Height 10
 Wall Frames Wood
 Exterior Wall Brick
 Roof Cover Asphalt Shingles
 Interior Walls Sheetrock
 Floor Construction Wood Joists & Subfloor
 Floor Finish Carpet/Vinyl Tile
 Ceiling Finish Sheetrock
 Lighting Standard F.F.
 Heating Cent. Htg. & A.C.
 Number of Buildings 1

Description Multi Residence-D-Avg
 Value \$166,900
 Actual Year Built 1989
 Effective Year Built 1995
 Square Feet 3380
 Wall Height 10
 Wall Frames Wood
 Exterior Wall Brick
 Roof Cover Asphalt Shingles
 Interior Walls Sheetrock
 Floor Construction Concrete On Ground
 Floor Finish Carpet/Vinyl Tile
 Ceiling Finish Sheetrock
 Lighting Standard F.F.
 Heating Cent. Htg. & A.C.

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
6/2/2017	1247 585	11 151	\$925,000	Not Fair Market	GRAVITT TODD & SWORD GAIL GRAV	EVERETT MANAGEMENT LLC
3/6/2003	498 557	11 121	\$0	Gift	GRAVITT JAMES E	GRAVITT TODD & SWORD GAIL GRAVITT
6/17/1983	66 401		\$20,000	Fair Market Sale (Improved)		DAWSONVILLE APARTMEN

Valuation

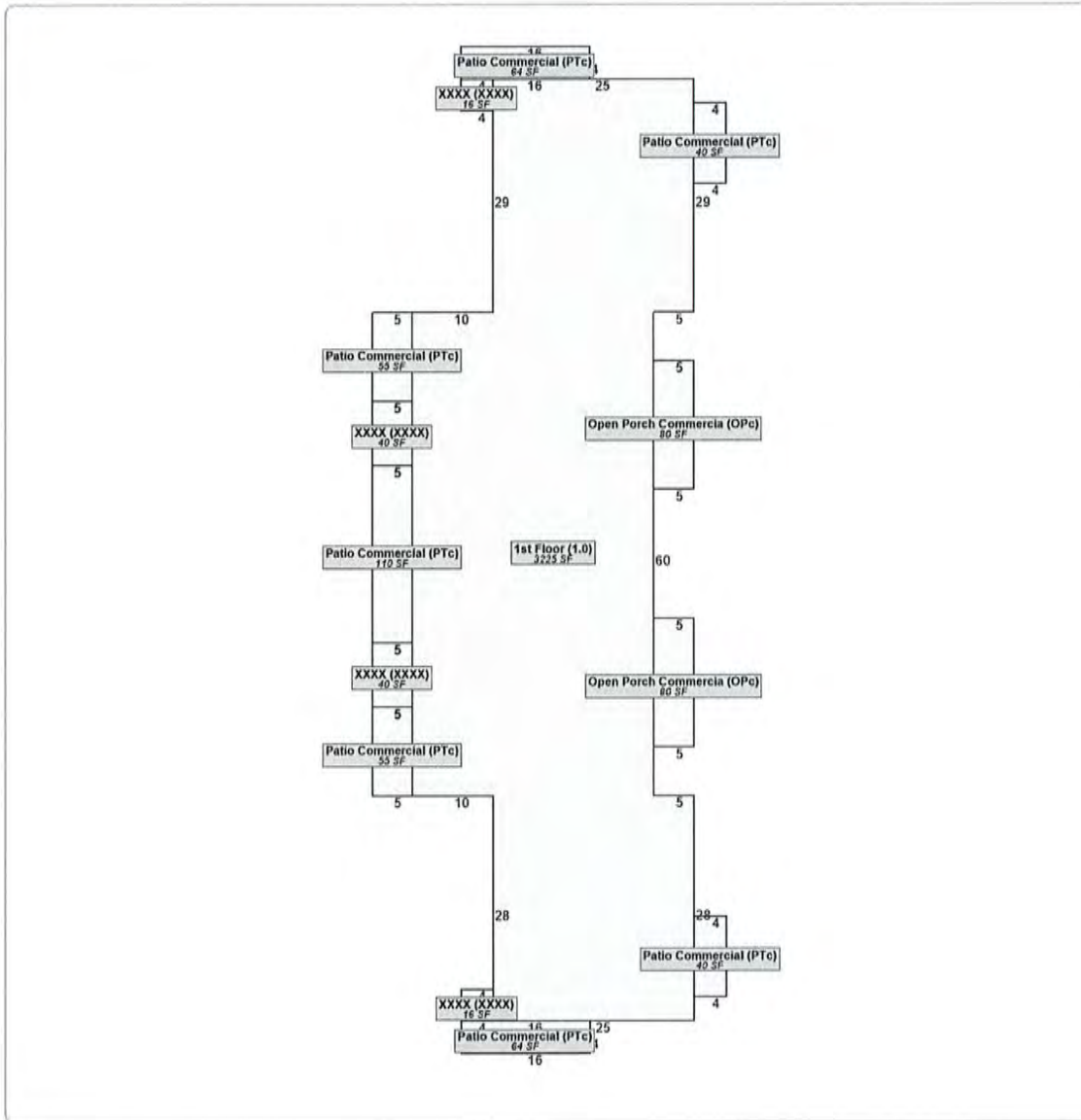
	2021	2020	2019	2018	2017
Previous Value	\$1,223,500	\$1,029,876	\$925,000	\$1,029,876	\$1,005,640
Land Value	\$150,000	\$150,000	\$150,000	\$134,697	\$150,000
+ Improvement Value	\$1,012,500	\$1,012,500	\$818,876	\$735,513	\$818,876
+ Accessory Value	\$61,000	\$61,000	\$61,000	\$54,790	\$61,000
= Current Value	\$1,223,500	\$1,223,500	\$1,029,876	\$925,000	\$1,029,876

Photos





Sketches



City Council:

John Walden
Caleb Phillips
William Illg
Mark French



Mike Eason
Mayor

Robert Bolz
City Manager

Beverly Banister
City Clerk

Planning Commission:

Matt Fallstrom
Randy Davis
Anna Tobolski
Sandy Sawyer

415 Highway 53 East, Suite 100
Dawsonville, GA 30534
Office (706)265-3256
www.dawsonville-ga.gov

David Picklesimer
Planning Director

Stacy Harris
Zoning Admin Assistant

PUBLIC NOTICE

The following public hearings will be heard by the City of Dawsonville Planning Commission at 5:30 p.m. and/or the City Council beginning at 5:00 p.m. 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. The public is invited to participate.

.....

ZA-C2200058: Everett Management, LLC has petitioned a zoning amendment for TMP D03 010, Located at 239 Hwy 9 North from HB (High Business) to CBD (Central Business District). Public Hearing Dates: Planning Commission on December 13, 2021 and City Council on January 6, 2022. City Council for a decision on January 20, 2022.

VAR-C2200060: Everett Management. LLC has petitioned to eliminate the 30' foot buffer along the rear and east property lines and reduce the 40' foot setback to 17 feet along the East property line and 20' feet along the rear property line for TMP D03 010, Located at 239 Hwy 9 North. Public Hearing: Planning Commission on December 13, 2021 and City Council on January 6, 2022. City Council for a decision on January 20, 2022.

VAR-C2200069: Adams Homes AEC, LLC has petitioned a rear setback from 20' feet to 16' feet for TMP 084 003 003, Located at 28 Thunder Valley. Public Hearing: Planning Commission on December 13, 2021.

ZA-C2200079: Crawford West Properties, LLC has petitioned a zoning amendment for TMP 091 010, Located at 2279 HWY 9 North from R1 (Restricted Single-Family Residential) to HB (High Business). Public Hearing Dates: Planning Commission on December 13, 2021 and City Council on January 6, 2022. City Council for a decision on January 20, 2022.

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

SUBJECT: VAR C2200060

CITY COUNCIL MEETING DATE: March 7, 2022

PURPOSE FOR REQUEST: **Public Hearing**

Variance application requires a public hearing before approval.

HISTORY/ FACTS / ISSUES:

1. Property is in John Walden Post 3 Council district.
2. Applicant is requesting to eliminate the required 30-foot buffer along the rear and east property lines and reduce the 40-foot setback to 17 feet along the East property line and 20 feet along the rear property line per Zoning Article VIII Sec 802 (1).
3. Planning Commission approved the variance request on 2/14/22 with no conditions.

OPTIONS:

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

REQUESTED BY: David Picklesimer

Planning Department
415 Highway 53 E. Suite 100
Dawsonville, Georgia 30534



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

Date: 3/1/2022

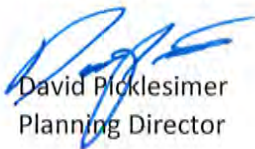
To: Mayor and Council

Reference: VAR C2200060 Planning and Zoning Department Summary

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

1. Property is in John Walden Post 3 Council district.
2. The property current use is 27-unit apartments.
3. The current HB (Highway Business District) use is a non-conforming use.
4. Proposed zoning district is CBD (Central Business District).
5. Adjoining property North and East is R3 (Single Family Residential District).
6. Adjoining property West and South is CBD (Central Business District).
7. Applicant chose the CBD (Central Business District) over R6 (Multiple Family Residential District) to reduce the number of variance request. R6 zoning district would have required at minimum five variances between zoning and land development requirements.
8. Applicant is requesting to eliminate the required 30-foot buffer along the rear and east property lines and reduce the 40-foot setback to 17 feet along the East property line and 20 feet along the rear property line per Zoning Article VIII Sec 802 (1).
9. Planning Commission approved the variance request on 2/14/22 without conditions.

Kindest regards,


David Picklesimer
Planning Director



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

Variance Application

VAR- C2200060

Application for: Appeal Special Exception Adjustment

Variance Requested: Variance of Article VIII Sec 802(1) Buffer setback (Letter of Intent must fully describe this request)

Applicant Name: Rex Gravitt Company: Everett Management LLC

Address: 2415 State Barn Road City: Cumming Zip: 30040

Phone: 404-391-2488 Cell Phone: [REDACTED] Email: [REDACTED]

Owner Name(s): Everett Management LLC

Address: 2415 State Barn Road City: Cumming Zip: 30040

Phone: 404-391-2488 Cell Phone: [REDACTED] Email: [REDACTED]

Exact Location and Description of Subject Property:

Address: 239 Hwy 9 N Lot # _____

Present/Proposed Zoning: HB Parcel # 010

District: 4 Land Lot: 441 Tax Map # D03

Present and/or Proposed Use of Property: Existing apartments

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 Article IX, Sec. 907. Variances, conditional uses and map amendments (see page 2 & 3).

FEE SCHEDULE

Variance	\$300.00
Administrative fee	\$100.00
Public Notice Certified Mail	<u>7-33</u> \$6.99 per adjacent property owner

[Signature]
 Signature of Applicant

10-5-21
 Date

Office Use Only	
Date Completed Application Rec'd:	Amount Paid: \$ <u>569.98</u> <u>CK</u> Cash
Date of Planning Commission Meeting: <u>10-13-2021</u>	Dates Advertised:
Approved by Planning Commission: YES NO	Approved by City Council: YES NO
	Postponed: YES NO Date:





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

**Property Owner
 Authorization**

VAR# C2200060 TMP# D03-010 Applicant's Name: Rex Gravitt for Everett Management LLC

Property Owner Authorization

I / We Rex Gravitt for Everett Management LLC hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) 239 Hwy 9 N, TMP #D3-010

_____ 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 Rex Gravitt

Signature of Owner *Rex Gravitt* Date 10-5-21

Mailing Address 2415 State Barn Road

City Cumming State GA Zip 30040

Telephone Number ██████████

Sworn to and subscribed before me
 this 5 day of October, 2021.

Beth M. Holder
 Notary Public, State of Georgia

My Commission Expires: 2-7-24



(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.)



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

**Adjacent
 Property Owners**

VAR# C220060 TMP# D03-010 Applicant's Name: Rex Gravitt for Everett Management LLC

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 # D03-009 1. Name(s): Clifton McClure
 Address: 772 Stowers Road W
Dawsonville, GA 30534
- TMP # 092B-013-061 2. Name(s): Allen & Tamara Lyons
 Address: 129 Marmalade Trail
Dawsonville, GA 30534
- TMP # 092B-013-062 3. Name(s): Jennifer Baker
 Address: 115 Marmalade Trail
Dawsonville, GA 30534
- TMP # 092B-013-063 4. Name(s): Heather Smith & Ezra Crumley
 Address: 97 Marmalade Trail
Dawsonville, GA 30534
- TMP # 092B-013-064 5. Name(s): Hermoso Jorge Jose Habobain
 Address: 83 Marmalade Trail
Dawsonville, GA 30534
- TMP # D03-011-007 6. Name(s): James Douglas & Julie Moorehouse Morgan
 Address: 91 Maple Hill Drive
Dawsonville, GA 30534
- TMP # D03-011-006 7. Name(s): Sandra Sawyer
 Address: 83 Maple Hill
Dawsonville, GA 30534
- TMP # D03-011-005 8. Name(s): Benjamin & Amber Holloway
 Address: ~~63 Maple Hill Drive~~ P.O. Box 1257
~~Dawsonville, GA 30534~~ Dahlonega, GA 30533
- TMP # D03-011-004 9. Name(s): William Randal Crawford & Valarie Cowart
 Address: 49 Maple Hill Dr
Dawsonville, GA 30534

Adjacent Property Owner notification of a variance request is required.



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

**Adjacent
 Property Owners**

VAR# C2200060 TMP# D03 010 Applicant's Name: Rex GRAVITT
EVERETT MANAGEMENTS, LLC

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 # D03-011-003 1. Name(s): Carolyn Rast
 Address: 37 Maple Hill Drive
Dawsonville, GA 30534

TMP # D03-011-002 2. Name(s): Matthew C. Parker + Morgan Parker
 Address: 21 Maple Hill Drive
Dawsonville, GA 30534

D03-011-001

TMP # _____ 3. Name(s): Michael Shannon & Tina Jackie Wise
 Address: 11 Maple Drive
Dawsonville, GA 30534

TMP # D03-026 4. Name(s): Dawsonville Baptist Church Inc
 Address: P.O. Box 207
Dawsonville, GA 30534

TMP # D03-027 5. Name(s): Dawsonville Baptist Church Inc
 Address: P.O. Box 207
Dawsonville, GA 30534

TMP # D03-028 6. Name(s): Cherokee Presbytery Prop Inc
 Address: PO Box 201
Dawsonville, GA 30534

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 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:

One of the existing buildings is located : too close to the east property line. A variance : to allow a side setback of 17 feet would allow this tract to be conforming.

_____ 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:

Without a variance, I am unable to properly have the survey of my property approved and recorded by the City.

_____ 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 building that is too close to the property line was constructed in 1989. The original footprint has not changed since the initial construction. I am not looking to expand the building any closer, only to bring it into compliance in it's current state.

_____ 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:

The building that is too close to the property line was constructed in 1989. The original footprint has not changed since the initial construction. I am not looking to expand the building any closer, only to bring it into compliance in it's current state.

_____ and,

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

Answer:

To the best of my knowledge, no special circumstances exist.

_____ and,

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

Answer:

A variance would allow the proposed setback on the east property line to be 17 feet. Currently, the closest point of the building is 17.6 feet from the property line.

_____ 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:

This is a request for a building setback variance and not for amending the existing use of the land.

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.

September 21, 2021
Revised: October 11, 2021



To City of Dawsonville:

Re: Variance Request for TMP #D03-010

This letter of intent is to request a variance of City Ordinance, Article VIII Sec 802(1) Buffer. I request to eliminate the 40' buffer setback and the 30' buffer along the rear and east side of property. I proposed to provide a 20' rear setback and 17' setback along the east property line. The requested variance will allow the property to comply with the proposed CBD Zoning request. The existing building that is out of compliance was constructed in 1989 and there are no plans to expand the existing footprint.

Sincerely,

A handwritten signature in black ink, appearing to read "Rex E. Gravitt".

Rex Gravitt
Everett Management, LLC



City Council:

John Walden
Caleb Phillips
William Illg
Mark French



Mike Eason
Mayor

Robert Bolz
City Manager

Beverly Banister
City Clerk

Planning Commission:

Matt Fallstrom
Randy Davis
Anna Tobolski
Sandy Sawyer

415 Highway 53 East, Suite 100
Dawsonville, GA 30534
Office (706)265-3256
www.dawsonville-ga.gov

David Picklesimer
Planning Director

Stacy Harris
Zoning Admin Assistant

PUBLIC NOTICE

The following public hearings will be heard by the City Council beginning at 5:00 p.m. 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. The public is invited to participate.

.....

ZA-C2200058: Everett Management, LLC has petitioned a zoning amendment for TMP D03 010, Located at 239 Hwy 9 North from HB (High Business) to CBD (Central Business District). Public Hearing Dates: Planning Commission on December 13, 2021 and City Council on March 7, 2022. City Council for a decision on March 21, 2022.

VAR-C2200060: Everett Management. LLC has petitioned to eliminate the 30' foot buffer along the rear and east property lines and reduce the 40' foot setback to 17 feet along the East property line and 20' feet along the rear property line for TMP D03 010, Located at 239 Hwy 9 North. Public Hearing: Planning Commission on December 13, 2021 and City Council on March 7, 2022. City Council for a decision on March 21, 2022.

Postponed by Planning Commission until February 14, 2022.

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

SUBJECT: ZA C2200111

CITY COUNCIL MEETING DATE: March 7, 2022

PURPOSE FOR REQUEST: **Public Hearing**

Rezoning application requires a public hearing before approval.

HISTORY/ FACTS / ISSUES:

1. Property is in Mark French Post 4 Council district.
2. City Planning Department and the applicant is requesting to rezone property from R1 district (Restricted Single Family Residential District) to R3 district (Single Family Residential District).
3. Requesting to rezone .60 ac.
4. George Elliott Property was annexed into the city on June 16,1997 with an automatic zoning designation of R1 (Restricted Single-Family District).
5. The subject property adjoins County zoned RA district to the south, city zoned R1 zoning district to the west, city zoned R3 district to the east and city zoned R1 district to the north.
6. 2018 comprehensive plan character area proposes residential use.
7. Planning Department is reviewing the status of each parcel in the City verses the 2018 zoning map and found the 2018 zoning map incorrect. The City is recommending the property owner rezone to R3 (Single family Residential District) to avoid future non-conforming zoning. The July 19,2004 City Council minutes and Annexation file #202 confirms existing zoning as R1 (Restricted Single-Family District).
8. Planning Commission approved the rezoning request with no conditions on 2/14/22.

OPTIONS:

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

REQUESTED BY: David Picklesimer

Planning Department
415 Highway 53 E. Suite 100
Dawsonville, Georgia 30534



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

Date: 2/15/2022

To: Mayor and Council

Reference: ZA C2200111 Planning and Zoning Department Summary

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

1. Property is in Mark French Post 4 Council district.
2. City Planning Department and the applicant is requesting to rezone property from R1 district (Restricted Single Family Residential District) to R3 district (Single Family Residential District).
3. Requesting to rezone .60 ac.
4. George Elliott Property was annexed into the city on June 16, 1997 with an automatic zoning designation of R1 (Restricted Single-Family District).
5. The subject property adjoins County zoned RA district to the south, city zoned R1 zoning district to the west, city zoned R3 district to the east and city zoned R1 district to the north.
6. 2018 comprehensive plan character area proposes residential use.
7. Planning Department is reviewing the status of each parcel in the City versus the 2018 zoning map and found the 2018 zoning map incorrect. The City is recommending the property owner rezone to R3 (Single family Residential District) to avoid future non-conforming zoning. The July 19, 2004 City Council minutes and Annexation file #202 confirms existing zoning as R1 (Restricted Single-Family District).
8. Planning Commission approved the rezoning request with no conditions on 2/14/22.


David Picklesimer
Planning Director



City of Dawsonville

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

Zoning Amendment Application

Application#: ZA C2200111

Applicant Name(s): Mike Eason

Address: P.O. Box 420 City: Dawsonville Zip: 30534

Phone: [Redacted] Email: [Redacted]

Signature(s) Date

Property Address: 374 Burt Creek Rd

Directions to Property from City Hall:

Tax Map# 092 020 002 Parcel# Current Zoning: R-1

Land Lot(s): 309 District: 4 Section: 1

Subdivision Name: Lot#

Acres: .60 Current use of property: Single Family Residential

Has a past request of Rezone of this property been made before? If yes, provide ZA# ANX 04-0405 file # 0202

The applicant request:

Rezoning to zoning category: R-3 Conditional Use permit for:

Proposed use of property if rezoned: Single Family Residential (correct zoning)

Residential #of lots proposed: Minimum lot size proposed (Include Conceptual Plan)

Amenity area proposed NO, if yes, what

If Commercial: total building area proposed: (Include Conceptual Plan)

Utilities:(utilities readily available at the road frontage): [X] Water [] 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: Type of Surface:

- 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]
Signature of Applicant

1/7/2022
Date

Table with 2 columns: Office Use Only and Application Status. Rows include Date Completed Application Rec'd, Date of Planning Commission Meeting, Date of City Council Meeting, Approved by Planning Commission, and Amount Paid.

* Zoning Map Correction, No Fees
12/20/21

RECEIVED
JAN 07 2022
BY: SLK



City of Dawsonville

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

**Zoning Amendment
Authorization**

Property Owner Authorization

I / We Mike Eason hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) 092 020 002, 374 Burt Creek Rd as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by the request.

I hereby authorize the person(s) or entity(ies) named below to act as the applicant or agent in pursuit of the rezoning requested on this property. I understand that any rezone granted, and/or conditions or stipulations placed on the property will be binding upon the property regardless of ownership. The under signer below is authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 6 months from the date of the last action by the City Council.

Printed Name of Applicant or Agent Mike Eason
Signature of Applicant or Agent [Signature] Date 1/07/2022
Mailing Address P.O. Box 420
City Dawsonville State GA Zip 30534
Telephone Number _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS
7th DAY OF January 2022

[Signature]
Notary Public, State of Georgia

My Commission Expires: 8/22/2025



Notary Seal



City of Dawsonville

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

**Zoning Amendment
Adjacent Property Owners**

Application # 2A-C220011 TMP#: 092 020 002

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 # 092001 1. Name(s): Amber Loooper
Address: 1059 Club Place NE
Atlanta, GA 30319

TMP # 092020006 2. Name(s): William + Teresa Coleman
Address: 342 Burt Creek Rd
Dawsonville, GA 30534

TMP # 092-020-004 3. Name(s): Gerald Bennie + Janie McGinnis
Address: 350 Burt Creek Rd
Dawsonville, GA 30534

TMP # 082004 4. Name(s): Peggy Grisson
Address: 359 Burt Creek Rd
Dawsonville, GA 30534

TMP # 092 020 005 5. Name(s): Joni Werth + Richard Parker
Address: 340 Burt Creek Rd
Dawsonville, GA 30534

TMP # _____ 6. Name(s): _____
Address: _____

TMP # _____ 7. Name(s): _____
Address: _____

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

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 notarized also.

Planning and Zoning Department
415 Highway 53 E. Suite 100
Dawsonville, Georgia 30534



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

Hand Delivery

December 6, 2420021

Michael Eason
P.O. Box 420
Dawsonville, GA 30534

Dear Property Owner:

During a recent audit conducted in the Planning and Zoning Department, there were some discrepancies discovered on the 2018 Zoning Map in comparison to the official recorded minutes of the City Council. Unfortunately, your property is included in this discrepancy and is nonconforming. What does this mean? Nonconforming is when your property/structure is not in accordance with the zoning ordinance.

Your property located at TMP 092 020 002; 374 Burt Creek Rd is currently zoned R-1 (Restricted Single Family Residential) per City Council recorded minutes (*enclosed*) and the 2018 zoning map shows R-3 (Single Family Residential). In an attempt to correct this issue, the City is initiating a zoning amendment at no cost to the property owner. Please sign the enclosed zoning application form and return it no later than January 14, 2022.

Should you feel that this is an error and have official documentation stating otherwise, please contact Stacy Harris at 706.203.4923 or stacy.harris@dawsonville-ga.gov.

Kindest regards,

A handwritten signature in blue ink, appearing to read "Stacy Harris".

Stacy Harris, Zoning Administrative Assistant

NOTES:

THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS PER FIRM FLOOD INSURANCE RATE MAP OF DAWSON COUNTY, GA COMMUNITY PANEL NO. 130304 0125A EFFECTIVE DATE: DECEMBER 15, 1980.

EQUIPMENT USED FOR MEASUREMENT: TOPCON C.T.S. 303.

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED, & HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

AREA: **0.60 ACRES**

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN +10,600 FEET AND AN ANGULAR ERROR OF 00'00".03" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE. PARTY: RM & JS F.B. LL

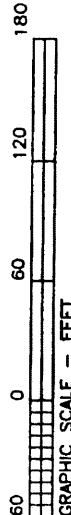
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 241,073 FEET.

THIS SURVEY WAS NOT PREPARED FROM THE AD OF A TITLE SEARCH AND IS SUBJECT TO ANY RESTRICTIONS OR EASEMENTS THAT MAY BE RECORDED.

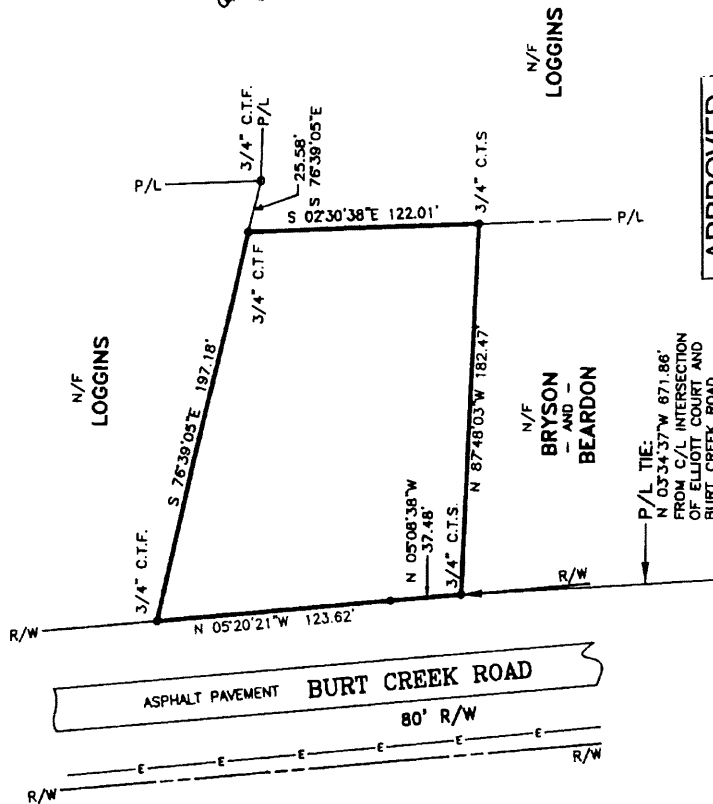
SURVEY FOR:
JIMMY BRYSON
- AND -
PETE BEARDON

LOCATED IN:
LAND LOT - 309
4th LAND DISTRICT
DAWSON COUNTY, GEORGIA

SCALE: 1" = 60' DATE: AUGUST 23, 2001



- LEGEND:
- I.P.F. --- IRON PIN FOUND
 - C.T.F. --- CRIMPED TOP PIN FOUND
 - R.B.F. --- REBAR FOUND
 - O.T.F. --- OPEN TOP FOUND
 - A.I.F. --- ANGLE IRON FOUND
 - C.M.F. --- CONCRETE MONUMENT FOUND
 - C.T.S. --- CRIMPED TOP PIN SET
 - P/L --- PROPERTY LINE
 - R/W --- RIGHT OF WAY
 - N/W --- NOW OR FORMERLY
 - C/L --- CENTER LINE
 - S/B --- SETBACK
 - L/L --- LAND LOT LINE
 - C.M.P. --- CORRUGATED METAL PIPE
 - R.C.P. --- REINFORCED CONCRETE PIPE
 - C.R. --- CABLE RISER
 - T.R. --- TELEPHONE RISER
 - C.B. --- CATCH BASIN
 - P.B. --- POWER BOX
 - W.M. --- WATER METER
 - P.P. --- POWER POLE
 - S.P. --- SERVICE POLE
 - W.V. --- WATER VALVE
 - X- --- FENCE
 - O- --- CHAIN LINK FENCE
 - E- --- ELECTRICAL LINE
 - W- --- WATER LINE
 - S.S.E. --- SANITARY SEWER EASEMENT
 - M.H. --- MANHOLE
 - S- --- SANITARY SEWER LINE
 - G.P. --- GUY POLE



APPROVED
OCT 13 2001
Chris M. Kolyer
FOR RECORDING

P/L TIE:
N 03°34'37\"/>

GEORGIA DAWSON COUNTY
CLERK'S OFFICE SUPERIOR COURT
FILED FOR RECORD

AT 9:45 A.M. 10-15-01
Recorded in Plat Book 55 Page 13
This 15th day of October 2001
Chris M. Kolyer, CLERK



Parthian -
Bryson, Inc.
LAND SURVEYORS & CIVIL ENGINEERS
470-A WOODS MILL ROAD
GAINESVILLE, GEORGIA 30501
PHONE (770) 807 - 2481
FAX (770) 532 - 6482

JN.98471.04 CRD.97343, DRAFT-2

Filed 09/08/2020 11:35AM
Bk 01435 Pg 0265-0266
Deed Doc: WD
Georgia Transfer Tax Paid : \$249.70
0422020001470
Penalty: \$0.00 Interest: \$0.00
Participants: 2252090439,706792793
JUSTIN POWER, Clerk of Superior Court
DAWSON County, Georgia

AFTER RECORDING, RETURN TO:

Taylor Rice
Boling Rice LLC
207 Pirkle Ferry Road
Cumming, GA 30040
#78710

STATE OF GEORGIA

COUNTY OF FORSYTH

LIMITED WARRANTY DEED

THIS INDENTURE is made as of **September 8, 2020**, between **Thomas F. Wear and Charlotte M. Wear** (hereinafter referred to as “Grantor”) and **Michael M. Eason** (hereinafter referred to as “Grantee”), (“Grantor” and “Grantee” to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

W I T N E S S E T H:

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following:

All that tract or parcel of land lying and being in Land Lot 309 of the 4th District, 1st Section of Dawson County, Georgia, being 0.60 acres, more or less, according to a plat of said property recorded in Plat Book 55, Page 13, Dawson County, Georgia Records. Said plat is incorporated herein by reference for a complete description of the subject property.

FYI: Subject property is known as 374 Burt Creek Road, Dawsonville, GA, 30534, according to the present system of numbering houses in Forsyth County, Georgia. Tax Map Reference No. 092 020 002.

TO HAVE AND TO HOLD, the Land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title of the above described property unto Grantee against the claims of all persons claiming by, through or under Grantor.

EXECUTED under seal as of the date above.

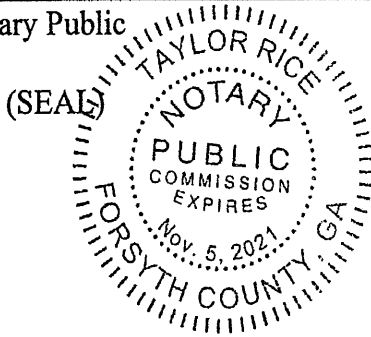
Signed, sealed and delivered
in the presence of:

Melba J Cole
Witness

Thomas F Wear (SEAL)
Thomas F. Wear

[Signature]
Notary Public

Charlotte M Wear (SEAL)
Charlotte M. Wear



City Council:

John Walden
Caleb Phillips
William Illg
Mark French



Mike Eason
Mayor

Robert Bolz
City Manager

Beverly Banister
City Clerk

Planning Commission:

Matt Fallstrom
Randy Davis
Anna Tobolski
Sandy Sawyer

415 Highway 53 East, Suite 100
Dawsonville, GA 30534
Office (706)265-3256
www.dawsonville-ga.gov

David Picklesimer
Planning Director

Stacy Harris
Zoning Admin Assistant

PUBLIC NOTICE

The following public hearings will be heard by the City of Dawsonville Planning Commission at 5:30 p.m. and/or the City Council beginning at 5:00 p.m. 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. The public is invited to participate.

.....

ZA-C2200111: Mike Eason has petitioned a zoning amendment for TMP 092 020 002, Located at 374 Burt Creek Rd from R1 (Restricted Single-Family Residential District) to R3 (Single-Family Residential). Public Hearing Dates: Planning Commission on February 14, 2022, and City Council on March 7, 2022. City Council for a decision on March 21, 2022.

ZA-C2200112: Farmington Woods, LP has petitioned a zoning amendment for TMP 093 041, Located at 34 Farmington Circle from R3 (Single-Family Residential) to R6 (Multiple-Family Residential District). Public Hearing Dates: Planning Commission on February 14, 2022, and City Council on March 7, 2022. City Council for a decision on March 21, 2022.

ZA-C2200119: SDH Atlanta, LLC has petitioned a zoning amendment for TMP 084 004 and 084 005; Located at 1694 and 1768 Highway 9 South from R1 (Restricted Single-Family Residential District) to R3 (Single-Family Residential). Public Hearing Dates: Planning Commission on February 14, 2022, and City Council on March 7, 2022. City Council for a decision on March 21, 2022.

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.

Planning Department
415 Highway 53 E. Suite 100
Dawsonville, Georgia 30534



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

Date: 2/15/2022

To: Mayor and Council

Reference: ZA C2200112 Planning and Zoning Department Summary

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

1. Property is in William Illg Post 2 Council district.
2. City Planning Department and the applicant is requesting to rezone property from R3 district (Single Family Residential District) to R6 district (Multiple Family Residential District).
3. Requesting to rezone 15.84 ac.
4. Property was annexed and zoned into the city on February 6, 2006.
5. The subject property adjoins County zoned RA district to the south, east, west and City zoned R1 district to the north.
6. 2018 comprehensive plan character area proposes residential use.
7. Planning Department is reviewing the status of each parcel in the City verses the 2018 zoning map and found the 2018 zoning map incorrect. The City is recommending the property owner rezone to R6 (Multiple Family Residential District) to avoid future non-conforming zoning. The February 6, 2006 City Council minutes confirms existing zoning as R3 (Single Family Residential District).
8. Existing use is apartments.
9. Planning Commission approved request on 2/14/22 with no conditions.

David Picklesimer
Planning Director



City of Dawsonville

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

Zoning Amendment
Application

Application#: ZAC2200112

Applicant Name(s): Farmington Woods, LP

Address: 38251 Paces Walk SE #100 City: Atlanta Zip: 30339

Cell Phone: [Redacted] Email: [Redacted]

Signature(s): [Signature] Date: 12/20/21

Property Address: 34 Farmington Circle, Dawsonville, GA 30534

Directions to Property from City Hall:

Tax Map# 093 041 Parcel# Current Zoning: R-3

Land Lot(s): 56 511 District: 4 Section: 1

Subdivision Name: Farmington Woods Lot#

Acres: 15.84 Current use of property: Multi-Family (Apartments)

Has a past request of Rezone of this property been made before? YES If yes, provide ZA# 11-05-1212 0607 File#
Ann-05-025-333 File#

The applicant request:

Rezoning to zoning category: R-6 Conditional Use permit for:

Proposed use of property if rezoned: Remain the Same

Residential # of lots existing proposed 72 Minimum lot size proposed (Include Conceptual Plan)

Amenity area existing proposed yes, if yes, what pool, club house

If Commercial: total building area proposed: (Include Conceptual Plan)

Utilities:(utilities readily available at the road frontage): Water 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)

Roadname: perimeter 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]
Signature of Applicant

12/20/21
Date

Table with 2 columns: Office Use Only and Application Details. Includes dates for application completion, meetings, and approval status.



* zoning map Correction, NO Fees 12/20/21



City of Dawsonville

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

**Zoning Amendment
Authorization**

Property Owner Authorization

I/We FARMINGTON WOODS, LP hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) 093 041

as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by the request.

I hereby authorize the person(s) or entity(ies) named below to act as the applicant or agent in pursuit of the rezoning requested on this property. I understand that any rezone granted, and/or conditions or stipulations placed on the property will be binding upon the property regardless of ownership. The under signer below is authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 6 months from the date of the last action by the City Council.

Printed Name of Applicant or Agent FARMINGTON WOODS, LP

Signature of Applicant or Agent [Signature] Date _____

Mailing Address 3825 PAGES WALK, SE STE 100

City ATLANTA State GA Zip 30327

Telephone Number [Redacted]

SUBSCRIBED AND SWORN BEFORE ME ON THIS

20th DAY OF December 2021

S. Ann Freeman
Notary Public, State of Georgia



My Commission Expires: 12-20-2024

Notary Seal



City of Dawsonville

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

Zoning Amendment
Adjacent Property Owners

Application # 2A C2200112 TMP#: 093 041

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 # 093 063 1. Name(s): K K. Turner Estate
Address: 1090 Oak Haven Dr
Roswell, GA 30075

TMP # 093 046 2. Name(s): JSW Gee Corner LLC
Address: 922 Hwy 53 E
Dawsonville, GA 30534

TMP # 093 047 3. Name(s): Curtis Anderson Karen McCord
Address: 2120 Perimeter Rd
Dawsonville GA 30534

TMP # 093 044 4. Name(s): Karen & Harold McCord
Address: 2120 Perimeter Rd
Dawsonville GA 30534

TMP # 093 043 5. Name(s): Curtis R. Anderson
Address: 4171 Summit Chase
Gainesville GA 30506-5399

TMP # 094 010 6. Name(s): Toxic Carl & Sandra Bynum
Address: 804 Collins Ave
Warner Robins, GA 31093

TMP # 094 012 7. Name(s): Sandra Bynum
Address: 804 Collins Ave
Warner Robins, GA 31093

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

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 notarized also.



City of Dawsonville

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

**Zoning Amendment
Adjacent Property Owners**

Application # 2A C22001112 TMP#: 093 041

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 # 094 013 1. Name(s): Avm Properties LLC
Address: 2345 Avonleigh Dr
Cumming, GA 30041

TMP # _____ 2. Name(s): _____
Address: _____

TMP # _____ 3. Name(s): _____
Address: _____

TMP # _____ 4. Name(s): _____
Address: _____

TMP # _____ 5. Name(s): _____
Address: _____

TMP # _____ 6. Name(s): _____
Address: _____

TMP # _____ 7. Name(s): _____
Address: _____

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

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 notarized also.

Planning and Zoning Department
415 Highway 53 E. Suite 100
Dawsonville, Georgia 30534



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

VIA CERTIFIED MAIL 9590940251699122347319

December 6, 2021

Farmington Woods LP
3825 Paces Walk SE, Ste 100
Atlanta, GA 30339

Dear Property Owner:

During a recent audit conducted in the Planning and Zoning Department, there were some discrepancies discovered on the 2018 Zoning Map in comparison to the official recorded minutes of the City Council. Unfortunately, your property is included in this discrepancy and is nonconforming. What does this mean? Nonconforming is when your property/structure is not in accordance with the zoning ordinance.

Your property located at TMP 093 041 is currently zoned R-3 (Single Family Residential) per City Council recorded minutes (*enclosed*) and the 2018 zoning map shows R-6 (Multiple Family Residential). In an attempt to correct this issue, the City is initiating a zoning amendment at no cost to the property owner. Please sign the enclosed zoning application form and return it no later than January 14, 2022.

Should you feel that this is an error and have official documentation stating otherwise, please contact Stacy Harris at 706.203.4923 or stacy.harris@dawsonville-ga.gov.

Kindest regards,

A handwritten signature in blue ink, appearing to read "Stacy H.", is written over the typed name.

Stacy Harris, Zoning Administrative Assistant

10
GEORGIA, DAWSON COUNTY.



86
SURVIVORSHIP (WARRANTY) DEED

THIS INDENTURE, Made this 30 day of March, 1980 between MRS. ETHEL L. ANDERSON of the first part, and HOYT C. GOSWICK & ROSE ANDERSON GOSWICK of the second part.

W I T N E S S E T H: That said party of the first part as a Gift of Love and Affection and Other Valuable Consideration at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said parties of the second part as tenants in common, for and during their joint lives, and, upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

TRACT F: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN Land Lots 56 and 511 in the 4th District of Dawson County, Georgia, consisting of 8.84 acres, more or less, and being more fully described as follows:

BEGINNING at an iron pin which marks the original Southeast corner of Land Lot 511 and the original Southwest corner of Land Lot 56, thence N 87° 40' W 314.96 feet along the original Southern boundary of Land Lot 511 to an iron pin, thence N 26° 12' W 638.32 feet to an iron pin located on the Southeastern right-of-way of Ridge Road, thence the following courses and distances along said right-of-way: N 60° 58' E 39.31 feet, N 64° 56' E 39.24 feet, N 66° 15' E 58.45 feet, N 70° 30' E 58.76 feet, N 75° 19' E 58.19 feet, N 77° 00' E 89.67 feet, and N 77° 49' E 274.17 feet to an iron pin, thence leaving said right-of-way and into Land Lot 56, S 12° 49' E 783.51 feet to an iron pin on the original Southern boundary of Land Lot 56, thence N 87° 40' W 167.85 feet to an iron

and right of reversion, and to the heirs and assigns of said survivor.

AND THE SAID PARTY of the first part, for her heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said parties of the second part, as hereinabove provided, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year above written.

Mrs. Ethel L. Anderson [SEAL]
MRS. ETHEL L. ANDERSON

Signed, sealed and delivered

in the presence of:

Mrs. Ralph Maddox

Notary Public

My Commission Expires:

Ralph Maddox, C.S.S.

of the State of Georgia and County of Dawson of the second part,

WITNESSETH: That the said part y of the first part, for and in consideration of the sum of \$10 and other good and valuable consideration----- Dollars,

RECEIVED
JAN 11 2022
BY: Page

in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns, all that tract or parcel of land lying and being in

All that tract or parcel of land lying and being in Land Lot 511 of the 4th District, 1st Section of Dawson County, Georgia, containing 7 acres, more or less, being Tract G, shown on a certain plat prepared by Jimmy D. Bullock, Surveyor, dated March 17, 1980, recorded in Plat Book 10, page 45, Dawson County Deed Records, to which plat this reference is made for a more particular description, and described according to said plat as follows:

BEGINNING at an iron pin located on the original southwest corner of Land Lot 511; thence along the original western boundary of said Land Lot N 3-00 E 41.03 feet to a point on the southeastern right-of-way of Ridge Road; thence along said right-of-way N 71-16 E 36.87 feet; N 67-34 E 59.81 feet; N 61-38 E 131.73 feet; N 52-36 E 111.67 feet; N 55-22 E 392.85 feet; and N 55-52 E 37.89 feet; N 56-35 E 39.52 feet; N 54-36 E 39.50 feet; N 59-28 E 39.66 feet; and N 59-53 E 39.67 feet; thence leaving said right-of-way S 26-12 E 638.32 feet to an iron pin located on the original south boundary of Land Lot 511; thence along said boundary N 37-40 W 1072.43 feet to an iron pin and point of beginning.

Dawson County, Georgia
Real Estate Transfer Tax
Paid \$ 10.50
Date 1-26-81
Rae Maddy
Clark of Superior Court

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said parties of the second part, their heirs and assigns, forever, in Fee Simple.

AND THE SAID part y of the first part, for himself, his heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said parties of the second part, their heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said part y of the first part has hereunto set his hand and seal the day and year above written.

Signed, sealed and delivered in presence of:

[Signature]

[Signature] (Seal)
Scott Singleton

NOTARY PUBLIC
[Signature]
Notary Public

GEORGIA, DAWSON COUNTY (Seal)
CLERK'S OFFICE, SUPERIOR COURT

FILED FOR RECORD (Seal)

11:20 A.M. 1-26-81
Recorded in Book 54 Page 554
Date 12 day of Feb 1981

tor, and

Jimmy Jenkins

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of

-----Five Hundred----- (\$ 500.00-----) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all that tract of land in Land Lot 446 of the 4th District of Dawson County, Georgia situate in the City Limits of Dawsonville and more particularly described as follows:

The One Half of D (Outside) 60 3
Whole 888 of Plot A & B of Block 60 of Section 3

of Dawsonville Memorial Gardens according to Plat by McGill-Grogan & Associates dated October 15, 1978 and filed in City Hall, Dawsonville, Georgia, and in Plat Book 8, Page 55, Dawson County, Georgia records.

This conveyance and all subsequent conveyances are subject to certain rules, regulations, and restrictions as set out in an ordinance adopted by the City of Dawsonville and recorded in Deed Book 46, Pages 275-277 Dawson County, Georgia records. Said ordinance is incorporated herein by reference.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD
3:15 P.M. 1-26-81
Recorded in Book 54 Page 555
This 12 day of Feb 19 81
Ralph Maddox
C.C.C.

Signed, sealed and delivered in presence of:

Taft Jouts
WITNESS

Frances Rippe

Judy S. Cox N.P.
NOTARY PUBLIC
My Comm Exp. 1-14-85

Harold Rosen (Seal)
MAYOR

Jimmy Jenkins (Seal)

Helen S. Bearden (Seal)
CITY CLERK

EXHIBIT "A"
LEGAL DESCRIPTION



Property Description

All that tract of land lying or being in Land Lots 56 and 511 in the 4th District, 1st Section, City of Dawsonville, Dawson County, Georgia and being more particularly described as follows:

Beginning at an axel at the southwest corner of the said Land Lot 511 and thence running along the west line of said Land Lot:

North 00° 54' 19" East, 39.33 feet to a point found on the south right of way line of Perimeter Road (having an apparent variable right of way); thence, running with the said right of way of Perimeter Road the following:

North 67° 05' 23" East, 53.89 feet to a point; thence,

North 64° 07' 05" East, 40.21 feet to a point; thence,

North 61° 49' 53" East, 52.58 feet to a point; thence,

North 58° 03' 29" East, 79.82 feet to a point; thence,

North 55° 02' 15" East, 64.29 feet to a point; thence,

North 52° 58' 23" East, 192.30 feet to a point; thence,

North 53° 07' 34" East, 333.39 feet to a point; thence,

North 56° 36' 23" East, 114.77 feet to an axel; thence,

North 60° 13' 14" East, 97.35 feet to a point; thence,

North 67° 23' 49" East, 101.30 feet to a point; thence,

North 73° 00' 12" East, 100.23 feet to a point; thence,

North 75° 15' 31" East, 98.41 feet to a point; thence,

North 75° 59' 16" East, 97.75 feet to a point; thence,

North 75° 17' 50" East, 121.03 feet to a ¾" open top pipe; thence, leaving the said right of way line of Perimeter Road and running with the property now or formerly belonging to K. K. Turner (said property shown on Plat Book 10, Page 45 of the Dawson County Land Records)

South 15° 13' 36" East, 788.28 feet to an axel found on the south line of the said Land Lot 56; thence, running with the said south line of Land Lot 56 and the property now or formerly belonging to Howard J. and Theo C. Burt (as described in Deed Book 20, Page 28 of the aforesaid records)

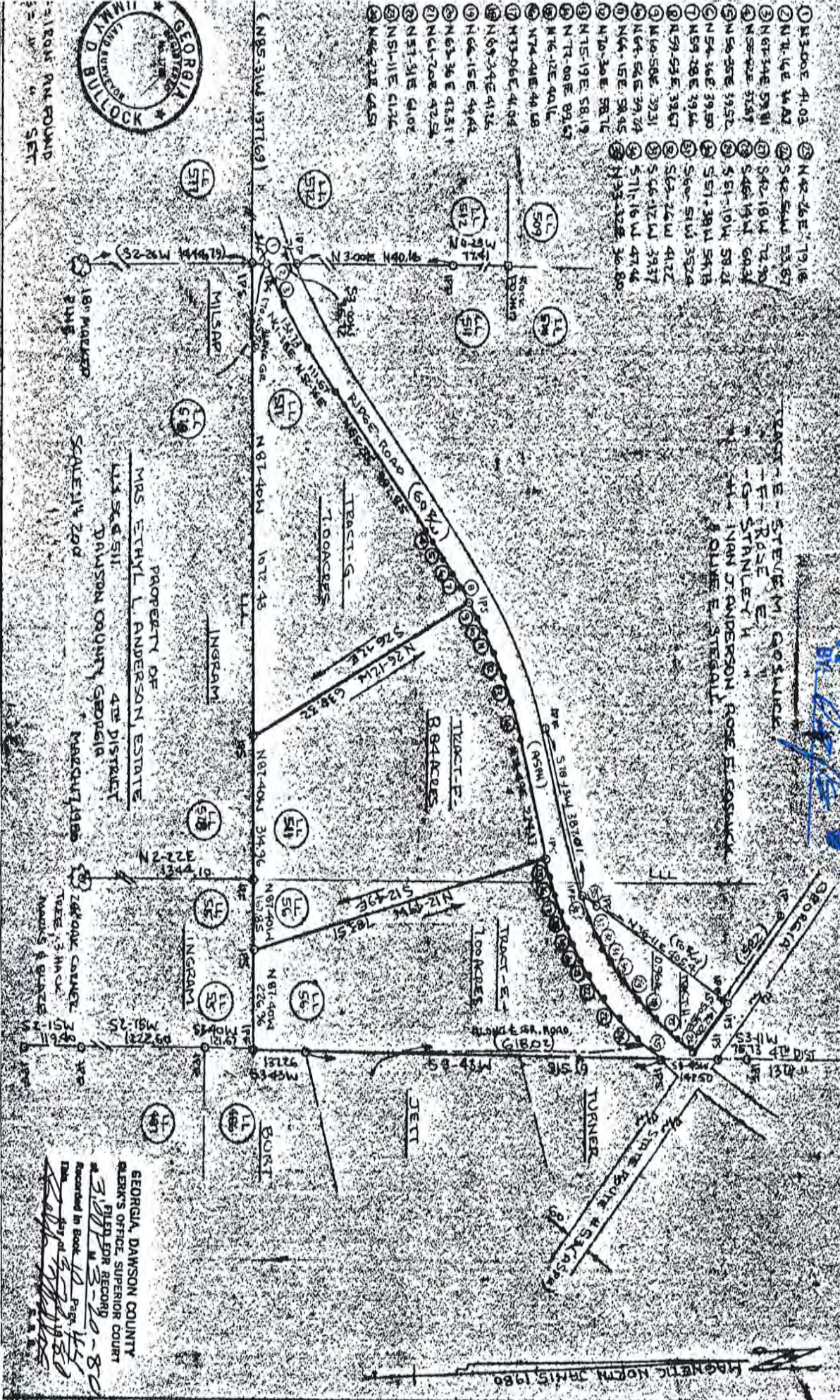
North 89° 59' 04" West, 167.05 feet to a ¾" open top pipe at the southwest corner of the said Land Lot 56, said point also being the southeast corner of the said Land Lot 511; thence, running with the south line of the said Land Lot 511 and the property now or formerly belonging to Sandra L. Bynum (as described in Deed Book 577, Page 269 of the aforesaid records)

South 89° 52' 33" West, 316.58 feet to an axel; thence, continuing with the said south line of Land Lot 511

North 89° 45' 41" West, 1073.61 feet to an axel at the southwest corner of the said Land Lot 511 and the **TRUE POINT OF BEGINNING**, containing 693,893 square feet or 15.9296 acres of land, more or less.

The herein described tract or parcel of land is subject to all rights of way and easements, both recorded and unrecorded.

RECEIVED
 JAN 11 2022



- ① N 3-00E 41.03
- ② N 7-46E 41.03
- ③ N 8-14E 59.91
- ④ N 5-42E 51.87
- ⑤ N 5-35E 51.52
- ⑥ N 5-16E 39.50
- ⑦ N 5-28E 39.44
- ⑧ N 5-53E 38.67
- ⑨ N 6-50E 39.31
- ⑩ N 6-86E 39.24
- ⑪ N 4-15E 58.45
- ⑫ N 7-30E 58.71
- ⑬ N 7-19E 58.19
- ⑭ N 7-00E 59.67
- ⑮ N 6-12E 40.14
- ⑯ N 7-41E 44.18
- ⑰ N 7-96E 41.04
- ⑱ N 6-34E 41.24
- ⑲ N 6-15E 49.64
- ⑳ N 6-36E 43.81
- ㉑ N 1-20E 42.54
- ㉒ N 3-11E 41.02
- ㉓ N 5-11E 41.34
- ㉔ N 4-22E 44.51
- ㉕ N 4-26E 19.18
- ㉖ S 42-54W 53.57
- ㉗ S 40-18W 72.70
- ㉘ S 46-14W 60.37
- ㉙ S 51-10W 58.21
- ㉚ S 51-38W 54.73
- ㉛ S 100-51W 35.24
- ㉜ S 63-24W 41.22
- ㉝ S 66-12W 38.37
- ㉞ S 71-16W 47.44
- ㉟ S 35-32E 36.80

PROPERTY OF
 MRS. ETHEL L. ANDERSON, ESTATE
 4TH DISTRICT
 DAWSON COUNTY, GEORGIA
 MARCH 17, 1980

PROPERTY OF
 MRS. ETHEL L. ANDERSON, ESTATE
 4TH DISTRICT
 DAWSON COUNTY, GEORGIA
 MARCH 17, 1980

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 MARCH 17, 1980

PROPERTY OF
 MRS. ETHEL L. ANDERSON, ESTATE
 4TH DISTRICT
 DAWSON COUNTY, GEORGIA
 MARCH 17, 1980

City Council:

John Walden
Caleb Phillips
William Illg
Mark French



Mike Eason
Mayor

Robert Bolz
City Manager

Beverly Banister
City Clerk

Planning Commission:

Matt Fallstrom
Randy Davis
Anna Tobolski
Sandy Sawyer

415 Highway 53 East, Suite 100
Dawsonville, GA 30534
Office (706)265-3256
www.dawsonville-ga.gov

David Picklesimer
Planning Director

Stacy Harris
Zoning Admin Assistant

PUBLIC NOTICE

The following public hearings will be heard by the City of Dawsonville Planning Commission at 5:30 p.m. and/or the City Council beginning at 5:00 p.m. 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. The public is invited to participate.

.....
ZA-C2200111: Mike Eason has petitioned a zoning amendment for TMP 092 020 002, Located at 374 Burt Creek Rd from R1 (Restricted Single-Family Residential District) to R3 (Single-Family Residential). Public Hearing Dates: Planning Commission on February 14, 2022, and City Council on March 7, 2022. City Council for a decision on March 21, 2022.

ZA-C2200112: Farmington Woods, LP has petitioned a zoning amendment for TMP 093 041, Located at 34 Farmington Circle from R3 (Single-Family Residential) to R6 (Multiple-Family Residential District). Public Hearing Dates: Planning Commission on February 14, 2022, and City Council on March 7, 2022. City Council for a decision on March 21, 2022.

ZA-C2200119: SDH Atlanta, LLC has petitioned a zoning amendment for TMP 084 004 and 084 005; Located at 1694 and 1768 Highway 9 South from R1 (Restricted Single-Family Residential District) to R3 (Single-Family Residential). Public Hearing Dates: Planning Commission on February 14, 2022, and City Council on March 7, 2022. City Council for a decision on March 21, 2022.

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.

13. If approved the Planning Department recommends not to exceed 235 units and a density of 1.94 units/acre.
14. If approved the Planning Department recommends the applicant request a stream study in Shoal Creek Tributary Number 14 and 14.1 from the US Fish and Wildlife Service to determine the existence of the threatened Cherokee or Etowah Darter. If Darters exist in either tributary the applicant must request a formal consultation meeting with the US Fish and Wildlife Service and provide the City with FWS recommended protection action plan.
15. If approved the Planning Department recommends a 40-foot undisturbed buffer adjoining Apple Ridge parcels.
16. If approved the Planning Department recommends the installation of a right turn lane at HWY 9N and Perimeter Road and or dedicate funds for a future Round About.
17. Planning Commission denied the request on 2/14/22.

OPTIONS:

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

REQUESTED BY: David Picklesimer

Planning Department
415 Highway 53 E. Suite 100
Dawsonville, Georgia 30534



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

Date: 2/28/2022

To: Mayor and Council

Reference: ZA C2200119 Planning and Zoning Department Summary

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

1. Property is in Caleb Phillips Post 1 Council district.
2. Applicant is requesting to rezone property from R1 district (Restricted Single Family Residential District) to R3 district (Single Family Residential District).
3. Applicant is requesting to rezone 121.11 acres.
4. Proposed 235 units with a density of 1.94/units per acres.
5. Minimum 1500 heated square foot homes.
6. Annexed into the city on January 5, 2004.
7. The subject property adjoins County zoned RSR district to the south, County RA district to the west, County RA district and City R3 district to the north and City R1 district to the east.
8. 2018 comprehensive plan character area proposes residential use.
9. DRI findings recommended potential connections to future trails or sidewalks outside of the subdivision and pedestrian connectivity network within the development and requested additional best environmental practices and explicit protection for the Etowah River water shed. City code will require sidewalks on both side of the interior streets and sidewalk connectivity to Thunder Ridge development along HWY 9S frontage.
10. If approved the Planning Department recommends additional 50-foot undisturbed stream buffers on each side of the existing streams. Exception of 20-foot sanitary sewer easement and installation in back 20 feet.
11. If approved the Planning Department recommends the installation of nature trail network system in the open space areas and have connectivity to the Thunder Ridge development nature trails.
12. If approved the Planning Department recommends a no access easement adjoining the HWY 9S frontage boundary.
13. If approved the Planning Department recommends not to exceed 235 units and a density of 1.94 units/acre.

14. If approved the Planning Department recommends the applicant request a stream study in Shoal Creek Tributary Number 14 and 14.1 from the US Fish and Wildlife Service to determine the existence of the threatened Cherokee or Etowah Darter. If Darters exist in either tributary the applicant must request a formal consultation meeting with the US Fish and Wildlife Service and provide the City with FWS recommended protection action plan.
15. If approved the Planning Department recommends a 40-foot undisturbed buffer adjoining Apple Ridge parcels.
16. If approved the Planning Department recommends the installation of a right turn lane at HWY 9S and Perimeter Road and or dedicate funds for a future Round About.
17. Planning Commission denied the request on 2/14/22.



David Picklesimer
Planning Director



City of Dawsonville

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

Zoning Amendment
Application

Application#: 2A-C2200119

Applicant Name(s): SDH Atlanta, LLC

Address: 110 Village Trail, Suite 215 City: Woodstock Zip: 30188

Cell Phone: [Redacted] Email: [Redacted]

Signature(s): [Handwritten Signature] Date: 1-11-22

Property Address: 1694 Hwy 9 S, 1768 Hwy 9 S

Directions to Property from City Hall: From 53 W, Turn right on Perimeter Road. Proceed .5 miles. Turn left on SR 9. The project is located .75 miles on the right, adjacent to Thunder Ridge development

Tax Map Parcel #: 084 004, 084 005 Current Zoning: R-1

Land Lot(s): 641, 642, 643 District: 4th Section: 1st

Subdivision Name: Lot #

Acres: 121.11 Current use of property: Single family residences, cattle farming, 3 unused poultry buildings and woods

Has a past request of Rezone of this property been made before? No If yes, provide ZA# ANX 04-01-05-1 File 210 ANX 04-01-05-2 File 203

The applicant request:

Rezoning to zoning category: R-3 Conditional Use permit for:

Proposed use of property if rezoned: 236 lot residential development

Residential #of lots proposed: 236 Minimum lot size proposed 7500 sqft (Include Conceptual Plan)

Amenity area proposed Yes, if yes, what Pool, Pool house, Playground

If Commercial: total building area proposed: N/A (Include Conceptual Plan)

Utilities:(utilities readily available at the road frontage): [X] Water [X] Sewer [X] Electric [] Natural Gas

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

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

Road name: SR 9 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.

[Handwritten Signature]
Signature of Applicant

1-11-22
Date

Table with 2 columns: Office Use Only (Date Completed Application Rec'd, Date of Planning Commission Meeting, Date of City Council Meeting, Date of City Council Meeting, Approved by Planning Commission) and Financial/Approval (Amount Paid, Dates Advertised, Rescheduled for next Meeting, Approved by City Council, Postponed)



City of Dawsonville

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

Zoning Amendment
Application

Application#: 2A-C2200119

Applicant Name(s): SDH Atlanta, LLC

Address: 110 Village Trail, Suite 215 City: Woodstock Zip: 30188

Cell Phone: [Redacted] Email: [Redacted]

Signature(s): [Signature] Date: 1-11-22

Property Address: 1694 Hwy 9 S, 1768 Hwy 9 S

Directions to Property from City Hall: From 53 W, Turn right on Perimeter Road. Proceed .5 miles. Turn left on SR 9. The project is located .75 miles on the right, adjacent to Thunder Ridge development

Tax Map Parcel #: 084 004, 084 005 Current Zoning: R-1

Land Lot(s): 641, 642, 643 District: 4th Section: 1st

Subdivision Name: [Blank] Lot#: [Blank]

Acres: 121.11 Current use of property: Single family residences, cattle farming, 3 unused poultry buildings and woods

Has a past request of Rezone of this property been made before? No If yes, provide ZA# ANX 04-01-05-1 File 210 ANX 04-01-05-2 File 203

The applicant request:

Rezoning to zoning category: R-3 Conditional Use permit for: [Blank]

Proposed use of property if rezoned: 236 lot residential development

Residential #of lots proposed: 236 Minimum lot size proposed 7500 sqft (Include Conceptual Plan)

Amenity area proposed Yes, if yes, what Pool, Pool house, Playground

If Commercial: total building area proposed: N/A (Include Conceptual Plan)

Utilities:(utilities readily available at the road frontage): [X] Water [X] Sewer [X] Electric [] Natural Gas

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

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

Roadname: SR 9 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]
Signature of Applicant

1-11-22
Date

Table with 2 columns: Office Use Only and Application Details. Rows include Date Completed Application Rec'd, Date of Planning Commission Meeting, Date of City Council Meeting, Date of City Council Meeting, and Approved by Planning Commission.



City of Dawsonville

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

**Zoning Amendment
Authorization**

Property Owner Authorization

I / We April Baker Coleman hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) 1694 HWY 9 S (Parcel Number 084 004) and 1768 HWY 9 S (Parcel Number 084 005) as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by the request.

I hereby authorize the person(s), or entity(ies) named below to act as the applicant or agent in pursuit of the rezoning requested on this property. I understand that any rezone granted, and/or conditions or stipulations placed on the property will be binding upon the property regardless of ownership. The under signer below is authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 6 months from the date of the last action by the City Council.

Printed Name of Applicant or Agent SDH ATLANTA LLC

Signature of Applicant or Agent [Signature] Date 1-11-22

Mailing Address 110 Village Trail, Suite 215

City Woodstock State GA Zip 30188

Sworn and subscribed before me on this

11th day of January 2022

Brenda Kviton Schumaker
Notary Public, State of Georgia

My Commission Expires: 10/21/2025

Notary Seal





City of Dawsonville

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

**Zoning Amendment
Adjacent Property Owners**

Application # ZA-C2200119 TMP#: 084004, 084005

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

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

TMP # _____ 1. Name(s): See attached list of adjoining property owners
Address: _____

TMP # _____ 2. Name(s): _____
Address: _____

TMP # _____ 3. Name(s): _____
Address: _____

TMP # _____ 4. Name(s): _____
Address: _____

TMP # _____ 5. Name(s): _____
Address: _____

TMP # _____ 6. Name(s): _____
Address: _____

TMP # _____ 7. Name(s): _____
Address: _____

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

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 notarized also.

Adjoiner#	TMP #	Property Owner(s)	Physical Address	Mailing Address
1	083 025	B & K Turner Family LLP	Hwy 53	1090 Oakhaven Drive, Roswell Ga 30075
2	084 003	Adams Homes AEC LLC	1470 Hwy 9 S, Dawsonville Ga. 30534	3000 Gulf Breeze Pkwy, Gulf Breeze, FL 32563
3	084 006	Mark Byrd	1821 Hwy 9 S, Dawsonville Ga. 30534	5040 Hwy 53 East
4	084 011	Michael Holt Hulsey	2010 Hwy 9 S, Dawsonville Ga. 30534	PO Box 355, Dawsonville Ga. 30534
5	084 014	Richard M & Mary S Lundy	200 Apple Ridge 1, Dawsonville Ga. 30534	200 Apple Ridge 1, Dawsonville Ga
6	084 015	Russell & Phyll Bottoms	248 apple Ridge 1, Dawsonville Ga. 30534	248 apple Ridge 1, Dawsonville Ga. 30534
7	084 017	Smith Gaile	378 Apple Ridge 1, Dawsonville Ga. 30534	378 Apple Ridge 1, Dawsonville Ga. 30534
8	084 018	John Clifton Walls	408 Apple Ridge 1, Dawsonville Ga. 30534	8170 Cleveland Court, Cumming Ga. 30028
9	084 020	Susan Mccaslin	520 Apple Ridge 1, Dawsonville Ga. 30534	520 Apple Ridge 1, Dawsonville Ga. 30534
10	084 021	Susan Mccaslin	520 Apple Ridge 1, Dawsonville Ga. 30534	520 Apple Ridge 1, Dawsonville Ga. 30534
11	087 003	City of Atlanta	N/A	Attn: Jennifer Andrews, Properties and Airline Affairs, PO Box 20509, Atlanta Ga. 30320
12	094 049	Mark Byrd	5040 Hw 9 S, Dawsonville Ga. 30534	5040 Hw 9 S, Dawsonville Ga. 30534
13	094 050	Marcus & Kayla Byrd	1661 Hwy 9 S, Dawsonville Ga. 30534	1661 Hwy 9 S, Dawsonville Ga. 30534
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City of Dawsonville

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

**Zoning Amendment
Notice of R-A Adjacency**

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

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

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

This notice and acknowledgement shall be public record.

[Signature]
Signature of Applicant / Representative of Applicant

1-11-22
Date

Sworn to and subscribed before me on this

11th day of January 2022.

Brenda Kviton Schumaker
Notary Public, State of Georgia

My Commission Expires: 10/21/2025

Notary Seal





City of Dawsonville

415 Highway 53 East, Suite 100
Dawsonville, GA 30534
(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 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 \$

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

Burr B. [Signature]

Signature of Applicant / Representative of Applicant

1-11-22

Date

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



January 12, 2022

VIA HAND DELIVERY

City of Dawsonville
Mayor and Council Members
Planning and Zoning Department
415 Highway 53 East, Suite 100
Dawsonville, GA 30534



Re: **Applicant, SDH Atlanta LLC, Letter of Intent
Zoning Amendment Parcels 084 004 & 084 005**

The Applicant is hereby submitting this Letter of Intent to the City of Dawsonville to provide a written summary of the proposal to rezone parcel numbers 084 004 and 084 005, having addresses of 1694 Highway 9 S and 1768 Highway 9 S, respectively. The Applicant is proposing to rezone both parcels which total 121.1 acres, as shown on the Concept Plan, attached hereto and incorporated herein, to R-3 zoning category.

The total number of lots conceptually planned for is two hundred thirty-six (236) residential units, yielding a residential density of 1.95 unit/acre and having approximately 28% (34 acres) of the project in open space. With a proposed density of only 1.95 units/acre, the project is well below the allowable density of 3 units/acre under the R-3 zoning category. Furthermore, the minimum lot size required under the R-3 zoning category is 7,500 sf (75' x 100') and the Concept Plan, as shown, depicts an average lot size of 9,000 sf (75' x 120'). The proposed minimum house size is 1,500 square feet.

The property is currently zoned R-1, as shown on the Official Zoning Map of the City of Dawsonville. To the south of the subject property is unincorporated residential lots zoned RSR. The entire western boundary is the Dawson Forest Wildlife Management Area, having an unincorporated zoning of RA. The northern property boundary is a combination of unincorporated RA zoned land and City of Dawsonville zoned R-3 parcels. The majority of the northern property boundary is City of Dawsonville zoned R-3 property, better known as the Thunder Ridge subdivision. The entire eastern boundary is Georgia Department of Transportation (GDOT) Highway 9 frontage.



With the subject property having over 1,800 linear feet of frontage along Highway 9, the primary and secondary entrances are conceptually planned for access to Highway 9. A traffic impact study has been conducted to evaluate the impacts of the development and the study has been included as part of the submittal package. Based on the report's findings and implementing the recommended primary driveway configuration, the roadway improvements are expected to operate at an acceptable level of service during the AM and PM peak hours.

Both potable water and sanitary sewer will serve the Property and will be provided by Etowah Water and Sewer Authority (Etowah). Etowah provides the water and sewer service for the existing Thunder Ridge subdivision to the north, making Etowah the logical provider of the water and sewer services given the existing infrastructure in place along Highway 9. Etowah has both water and sanitary sewer infrastructure within the Highway 9 right-of-way. Stormwater and water quality management facilities will be provided onsite to be compliant with the City of Dawsonville regulations.

In addition to preserving approximately 34 acres (28%) of the project area in open space, the Applicant is also proposing an amenity area to include pool, pool house, and playground. The required mail kiosk and associated parking and infrastructure will be provided within the designated amenity area as shown on the Concept Plan.

The Applicant, better known as Smith Douglas Homes, has been active building in the City for several years now. Smith Douglas offers a quality craftsman style product utilizing a variety of exterior facades such as brick, stone, and fiber cement siding. Smith Douglas looks forward to continuing to provide quality housing to both current and future City residents and believes the proposed development will meet the needs of the community without negative impacts. Approval of the Applicants rezoning would not cause a safety hazard nor reduce property values in the surround area, and therefore would promote the health, safety, morals and general welfare of the public.

The Applicant hereby reserves all other rights and privileges under the Constitution of the United States and the State of Georgia, and available at law and in equity, in all aspects of this rezoning request. The Applicant respectfully asks that the Application be approved as requested and reserves the right to amend this Letter of Intent and the Application by supplementing additional responses and documents.

Thank you sincerely and respectfully for your consideration of this request.

Applicant:
SDH Atlanta LLC (aka Smith Douglas Homes)

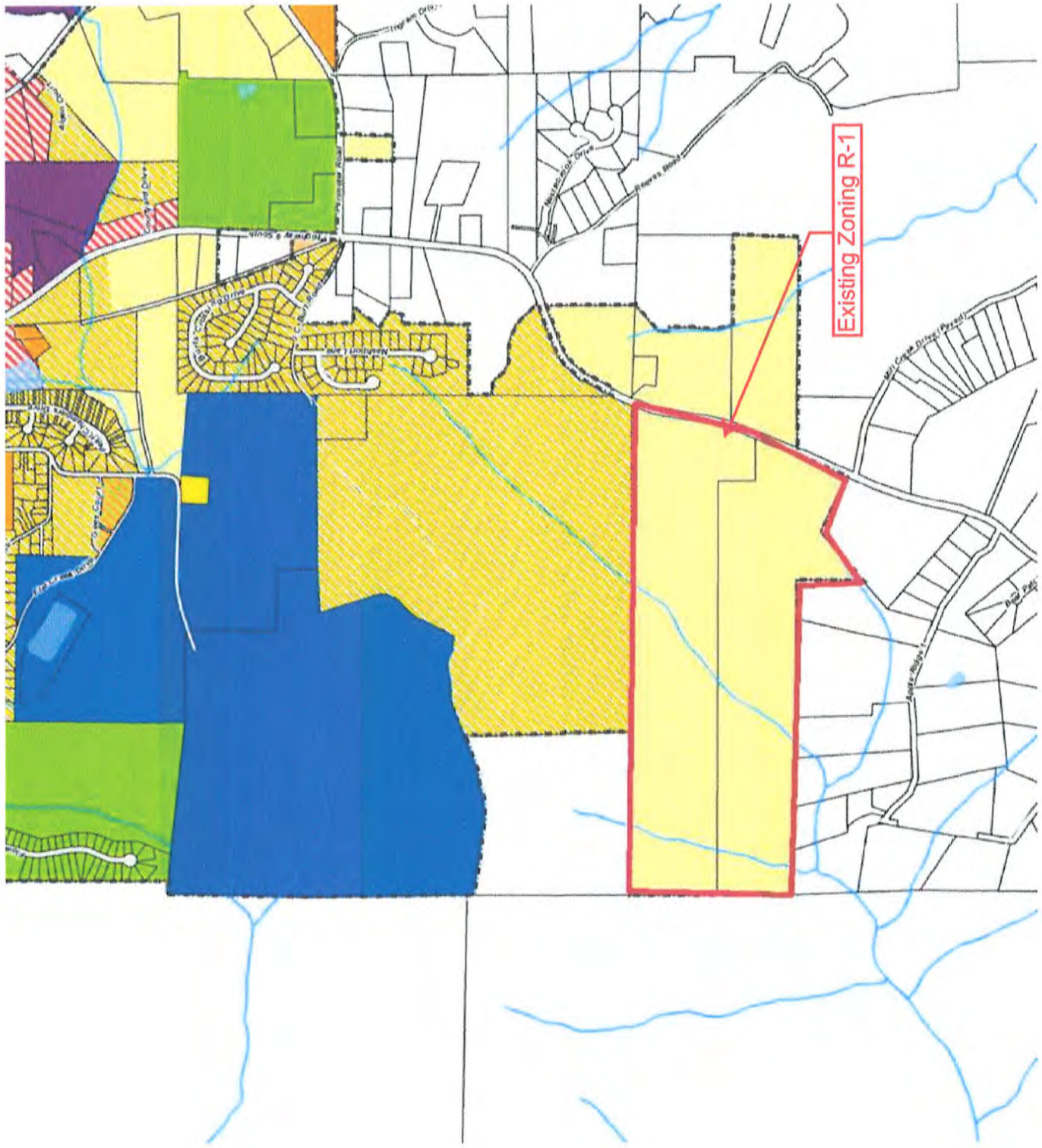
LEGAL DESCRIPTION
1694 & 1768 Highway 9 S., Dawsonville, Georgia 30534

All those tracts or parcels of land lying and being in Land Lots 641, 642, 643, 650 and 651, 4th District, 1st Section, Dawson County, Georgia, and being more particularly described as follows:

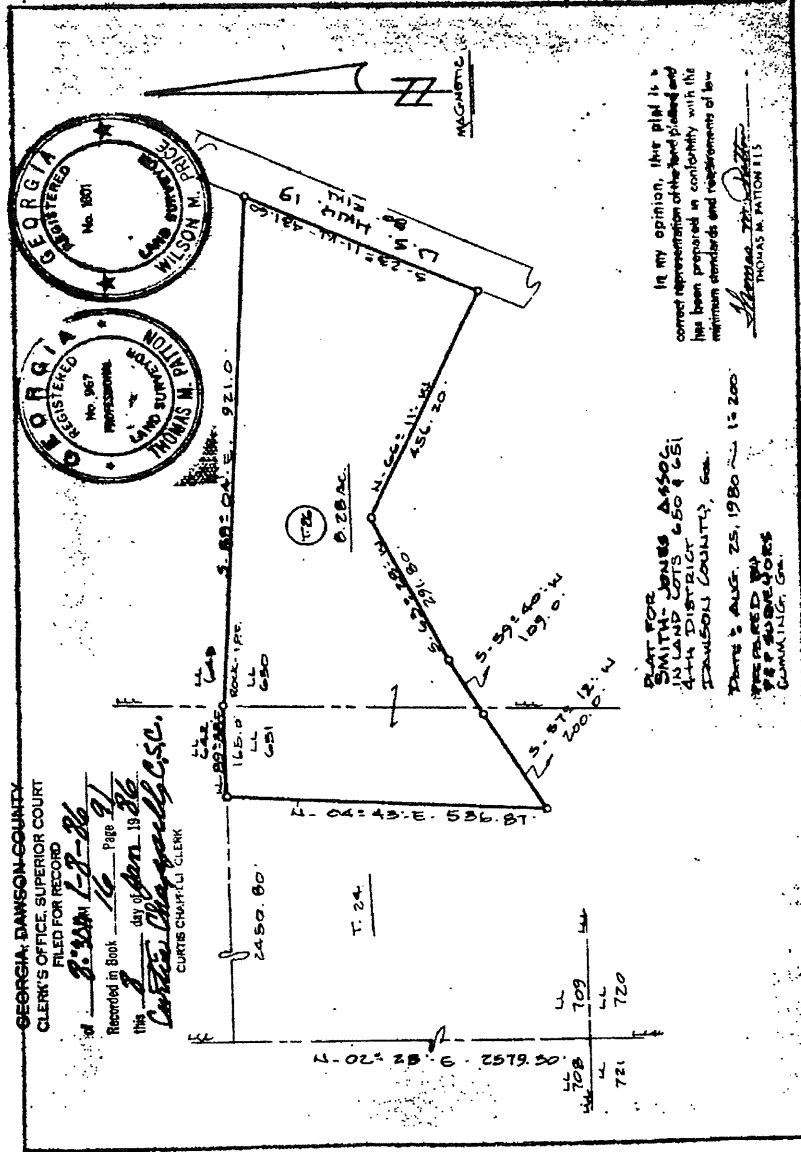
Beginning at a ½ inch crimp top pipe found at the corner common to Land lots 584, 585, 640 and 641; thence along the North line of Land lot 641 North 87°51'32" East a distance of 1300.17 feet to a ½ inch rebar found at the corner common to Land Lots 583, 854, 641 and 642; thence along the North line of land lot 642 South 88°38'19" East a distance of 1264.82 feet to a rock found at the corner common to land lots 582, 583, 642 and 643; thence along the North line of Land lot 643 South 88°37'15" East a distance of 1311.12 feet to a ½ inch rebar set on the Westerly right-of-way of Georgia Highway 9; thence along said right-of-way the following courses and distances: South 22°23'00" West a distance of 49.95 feet to a calculated point; thence South 18°59'21" West a distance of 70.81 feet to a calculated point; thence South 14°43'30" West a distance of 75.11 feet to a calculated point; thence South 10°29'55" West a distance of 83.22 feet to a calculated point; thence South 08°55'40" West a distance of 112.63 feet to a calculated point; thence South 09°14'00" West a distance of 153.81 feet to a calculated point; thence South 11°38'26" West a distance of 102.86 feet to a calculated point; thence South 14°27'31" West a distance of 73.42 feet to a calculated point; thence South 17°23'45" West a distance of 64.94 feet to a calculated point; thence South 20°40'11" West a distance of 184.18 feet to a calculated point; thence South 21°52'07" West a distance of 49.55 feet to a calculated point; thence South 21°52'07" West a distance of 74.87 feet to a calculated point; thence South 21°38'55" West a distance of 287.13 feet to a calculated point; thence South 22°55'26" West a distance of 423.82 feet to a calculated point; Thence leaving said right-of-way North 66°20'50" West a distance of 457.34 feet to a ½ inch open top pipe found; thence South 63°13'57" West a distance of 290.76 feet to a calculated point; thence South 59°33'15" West a distance of 109.00 feet to a ½ inch open top pipe found; thence South 57°04'23" West a distance of 200.04 feet to a ½ inch open top pipe found; thence North 02°31'42" East a distance of 532.32 feet to a ½ inch open top pipe found on the South line of Land lot 642; thence along the South line of Land lot 642 the following courses and distances: North 88°21'51" West a distance of 1062.85 feet to a rock found; thence South 88°07'57" West a distance of 1386.93 feet to a ½ inch open top pipe found on the corner common to Land Lots 640, 641, 652 and 653; thence along the West line of Land lot 641 North 02°11'31" East a distance of 659.01 feet to a calculated point; thence continuing along said Land Lot Line North 02°11'28" East a distance of 659.00 feet to THE TRUE POINT OR PLACE OF BEGINNING.

Said tracts or parcels of land containing 121.109 acres.

EXISTING ZONING MAP



Existing Zoning R-1

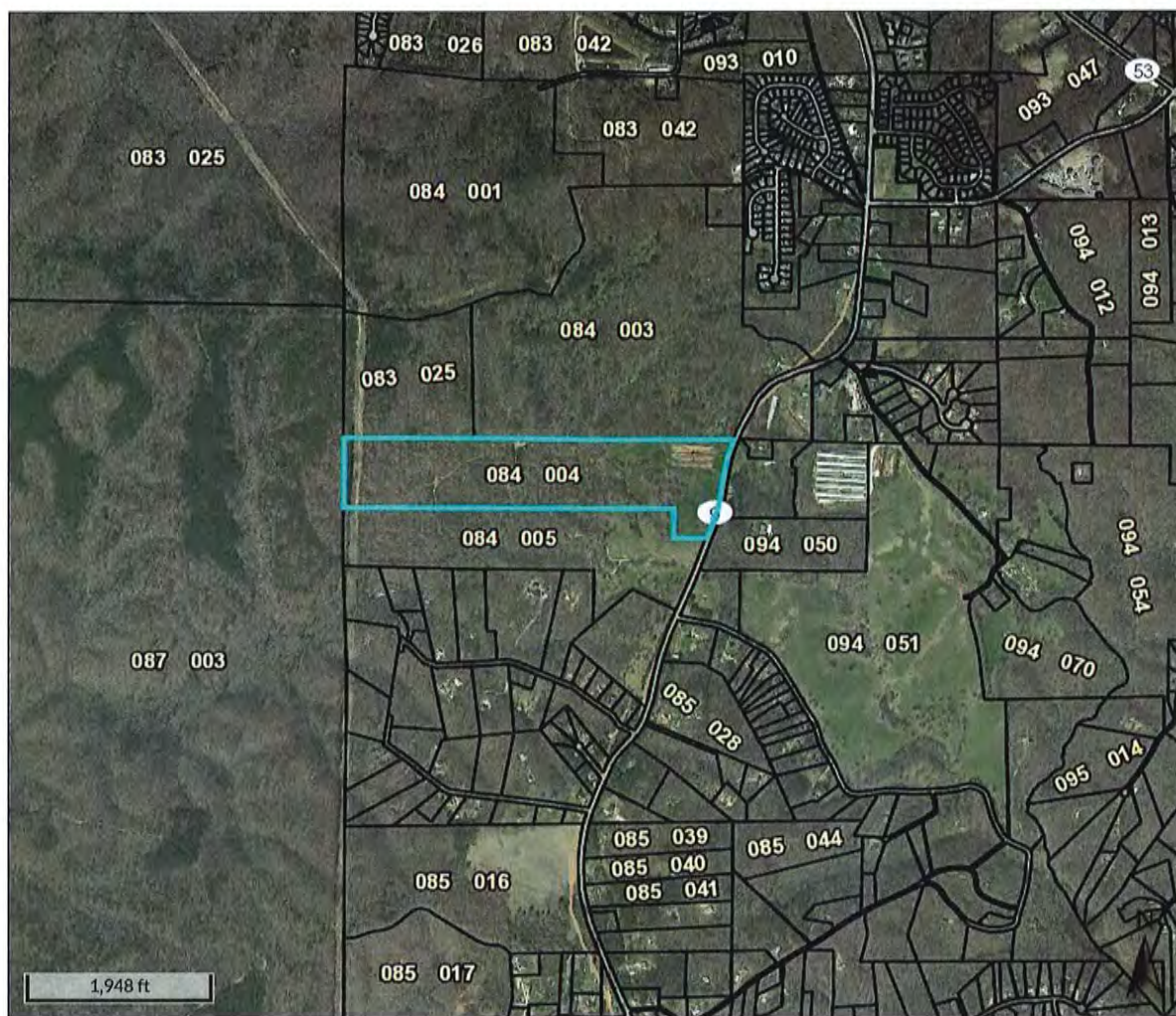


GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD

Recorded in Book 16 Page 27
The 9th day of Jan. 1936
Curtis Chappell, Clerk

In my opinion, this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law
Thomas W. Joseph
SURVEYOR


PLAT FOR SWARTHOUTS ASSOCIATES AND LOTS 650 & 651 4TH DISTRICT DAWSON COUNTY, GA. DATED AUG. 25, 1930
PREPARED BY J. P. JOHNSON, DAWSON, GA.



Overview



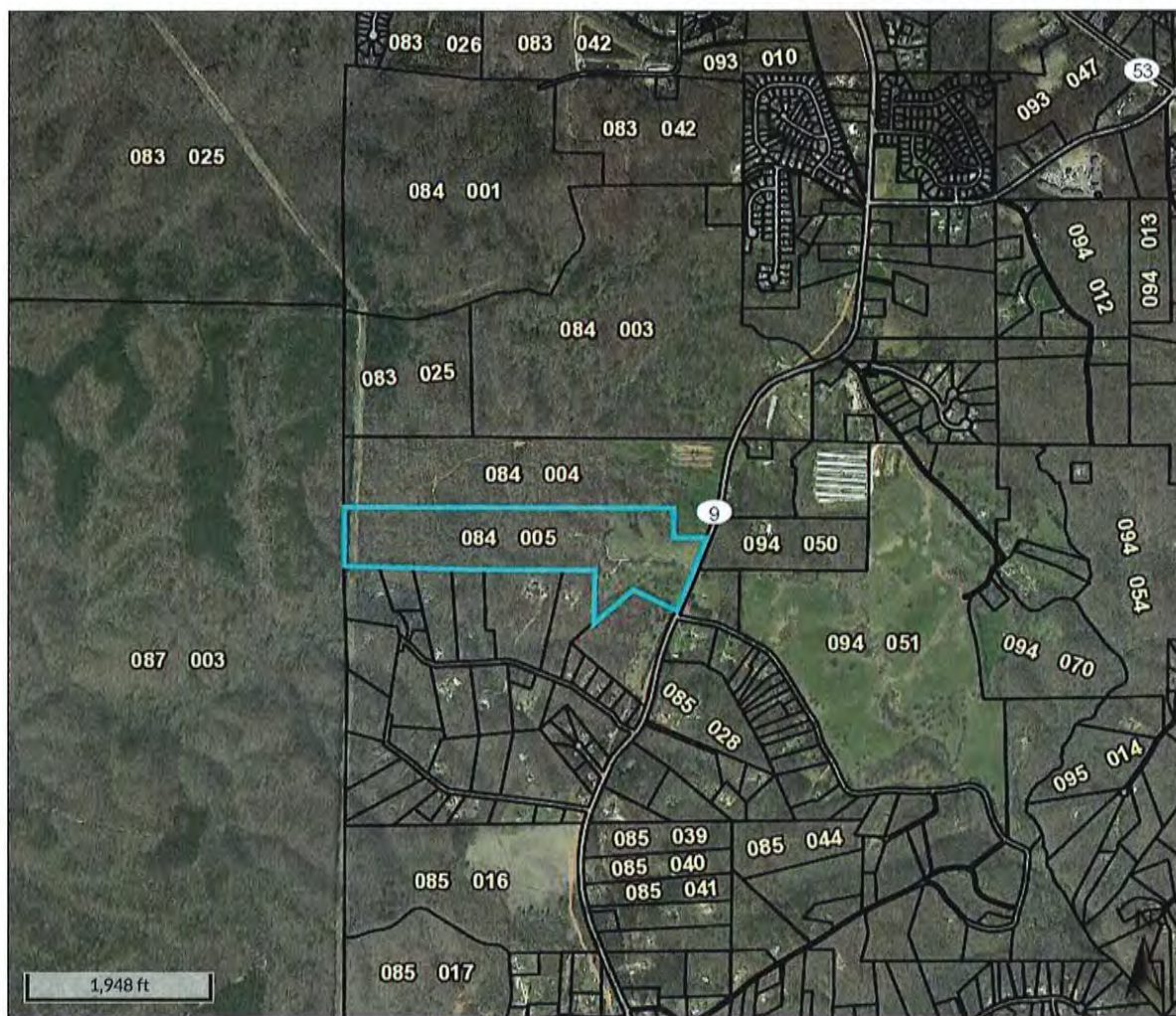
Legend

 Parcels

Parcel ID: 084 004
Alt ID: 5862
Owner: COLEMAN JANET BAGLEY
Acres: 60.47
Assessed Value: \$325140

Date created: 1/12/2022
Last Data Uploaded: 1/11/2022 10:56:01 PM

Developed by  **Schneider**
GEOSPATIAL



Overview



Legend

 Parcels

Parcel ID: 084 005
Alt ID: 5863
Owner: COLEMAN JANET BAGLEY
Acres: 60.8
Assessed Value: \$345000

Date created: 1/12/2022
Last Data Uploaded: 1/11/2022 10:56:01 PM

Developed by  **Schneider**
GEOSPATIAL

415 Highway 53 E. Suite 100
Dawsonville, Georgia 30534



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

Date: 1/12/2022

To: Planning Commission

Reference: ZA C2200119 Planning and Zoning Department Summary

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

1. Property is in Matt Fallstrom Post 1 commission district.
2. Applicant is requesting to rezone property from R1 district (Restricted Single Family Residential District) to R3 district (Single Family Residential District).
3. Applicant is requesting to rezone 121.11 acres.
4. 236 units with a density of 1.95/units per acres.
5. Minimum 1500 heated square foot homes.
6. Annexed into the city on January 5, 2004.
7. The subject property adjoins County zoned RSR district to the south, County RA district to the west, County RA district and City R3 district to the north and City R1 district to the east.
8. 2018 comprehensive plan character area proposes residential use.
9. If approved the Planning Department recommends a no access easement adjoining the HWY 9S frontage boundary.
10. If approved the Planning Department recommends not to exceed 236 units and a density of 1.95 units/acre.


David Picklesimer
Planning Director

City Council:

John Walden
Caleb Phillips
William Illg
Mark French



Mike Eason
Mayor

Robert Bolz
City Manager

Beverly Banister
City Clerk

Planning Commission:

Matt Fallstrom
Randy Davis
Anna Tobolski
Sandy Sawyer

415 Highway 53 East, Suite 100
Dawsonville, GA 30534
Office (706)265-3256
www.dawsonville-ga.gov

David Picklesimer
Planning Director

Stacy Harris
Zoning Admin Assistant

PUBLIC NOTICE

The following public hearings will be heard by the City of Dawsonville Planning Commission at 5:30 p.m. and/or the City Council beginning at 5:00 p.m. 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. The public is invited to participate.

.....

ZA-C2200111: City of Dawsonville and Mike Eason has petitioned a zoning amendment for TMP 092 020 002, Located at 374 Burt Creek Rd from R1 (Restricted Single-Family Residential District) to R3 (Single-Family Residential). Public Hearing Dates: Planning Commission on February 14, 2022, and City Council on March 7, 2022. City Council for a decision on March 21, 2022.

ZA-C2200112: City of Dawsonville and Farmington Woods, LP has petitioned a zoning amendment for TMP 093 041, Located at 34 Farmington Circle from R3 (Single-Family Residential) to R6 (Multiple-Family Residential District). Public Hearing Dates: Planning Commission on February 14, 2022, and City Council on March 7, 2022. City Council for a decision on March 21, 2022.

ZA-C2200119: SDH Atlanta, LLC has petitioned a zoning amendment for TMP 084 004 and 084 005; Located at 1694 and 1768 Highway 9 South from R1 (Restricted Single-Family Residential District) to R3 (Single-Family Residential). Public Hearing Dates: Planning Commission on February 14, 2022, and City Council on March 7, 2022. City Council for a decision on March 21, 2022.

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.



MEMORANDUM

TO: Bob Bolz, Manager
City of Dawsonville
Other Interested Parties

FROM: Adam Hazell, AICP, Planning Director

DATE: February

SUBJECT: DRI Project Review, Dawsonville

PROJECT: **DRI-3575: SR-9 COLEMAN TRACT**

The Georgia Mountains Regional Commission (GMRC) has received a request from **Dawson County** to review a proposed residential development as a *Development of Regional Impact (DRI)*. The GMRC agrees that the project is a DRI under the standards and procedures provided for in the Georgia Planning Act of 1989 and established by the Department of Community Affairs (DCA).

Based on the data submitted to GMRC, our preliminary assessment is that there are potential positive and negative impacts or inter-jurisdictional conflicts that would be created by this project. A summary of the project, site maps and a response form are enclosed for your use in reviewing this project.

Information provided to GMRC will be used to help complete the analysis of the project to determine any potential adverse inter-jurisdictional impacts resulting from the development. Please complete the enclosed comment form and return it by the date indicated to have your comments reflected in the final assessment.



MEMORANDUM



TO: Bob Bolz, Manager
City of Dawsonville
Other Interested Parties

FROM: Adam Hazell, AICP, Planning Director *AH*

DATE: February 25, 2022

SUBJECT: DRI Project Review, Dawsonville

PROJECT: DRI-3575: SR-9 COLEMAN TRACT

The Georgia Mountains Regional Commission (GMRC) has completed the review of the project identified above. Based on comments received and staff analysis of this project, conducted in accordance with the Georgia Department of Community Affairs' Procedures for the Review of Developments of Regional Impact, the GMRC finds that the proposed action does NOT present any potential adverse inter-jurisdictional impacts. Please note that this finding is advisory only and assumes the project will proceed as presented to the GMRC and will comply with all applicable local, State and federal rules and regulations.

Copies of the staff review, any comments from interested stakeholders and any recommendations have been included with this memo. They should be considered and addressed by the local government in its final determination and review/permitting procedures for the finding to remain as stated.



DRI #3575 – SR-9 COLEMAN TRACT
STATEMENT OF FINDING

Based on the information provided, comments received, a review of the local comprehensive plan and prevailing DRI review criteria, the GMRC staff analysis finds that this project does NOT present any potential adverse inter-jurisdictional impacts. The finding assumes the project will proceed as presented to the GMRC and only if the project complies with all applicable local, State and federal rules and regulations and if the following advisory comments and recommendations are considered and addressed.

Summary of Staff Review

- Proposed project is a residential subdivision with approximately 236 units on 121 acres.
- The project is just south of downtown Dawsonville, located along GA 9, a rural arterial roadway. This area is experiencing some development and is within the general service area for local utilities. Dawsonville and Dawson County are experiencing general suburban development pressures as the area receives more interests pushing northward from metropolitan Atlanta. Minor extension of service lines will be needed, however: 12-inch main to be extended across the GA 9 property frontage (0.35 miles) and 0.50 miles of 8-inch gravity sewer; a sewer outfall line will have to be constructed through property to an existing pump station on the adjoining tract to the north. *No regional concerns regarding utilities.*
- The site features wetlands and floodplains, with at least one perennial stream and other intermittent stream channels present. According to the application: *“the site will maintain stream buffers and direct storm drainage into detention and water quality facilities. Any impacts to streams or wetlands, if necessary, will be permitted following all section 404 regulations (army corps nationwide permit 29). ... Impacts to the watershed will be minimized utilizing water quality features to achieve 80% tss removal project wide. Additionally, all stormwater discharges will travel through opens spaces within the proposed development after either being detained or flow through a plunge pool and not directly into the streams or wetlands.”* The site is projected to retain 70% pervious surface/ undeveloped, and pockets of greenspace will be used as natural amenity areas for the residents. Runoff from the property, however, will drain into the State-protected Etowah River. As a result, the City and the developer should take every precaution to ensure best practices are in place to mitigate any contamination from runoff or erosion. *Assuming compliance with all applicable federal, State*



and local regulations, there are no regional concerns regarding environmental protection. However, the City is strongly encouraged to ensure best environmental practices are encouraged regarding stormwater management and in inclusion of explicit protection measures for the Etowah River.

- The development is a limited entrance subdivision, with both entrances off GA 9. The developer proposes “*left and right turn lanes are required at the project's primary entrance, with separate left/right turn lanes for the exit onto GA 9; right and left turn lanes for the access on GA 9.*” A possible third, rear access point is being offered as a connection with an adjoining development to the north of this subdivision. Traffic projections suggest approximately 2,259 trips per day, with the southernmost access point receiving almost double the activity as the northern entry.

There is an amenity area included in the development, so internal circulation should include pedestrian infrastructure. A potential option for connecting to future trails or sidewalks outside the subdivision is also recommended.

There are no regional concerns regarding traffic or transportation infrastructure, however the City should ensure the presence of a pedestrian connectivity network within the development.



CONSISTENCY REVIEW	
Is the proposed DRI compliant with ...	Comment
<i>The GMRC Regional Plan?</i>	Yes, but pedestrian infrastructure within the development is strongly encouraged.
<i>Other State or regional plans for the area?</i>	Yes
<i>Applicable Service Delivery Agreements and/or land use management measures?</i>	Yes
<i>Projected capacity for utilities and services?</i>	Yes
<i>Are there any potential inter-jurisdictional conflicts identified by the GMRC?</i>	No significant or standing conflict was raised or identified by staff.

Outside Comments Received

(Copies of full comments can be found as submitted attached to this report.)

NA



Developments of Regional Impact

[DRI Home](#) |
 [Tier Map](#) |
 [Apply](#) |
 [View Submissions](#) |
 [Login](#)

Application Details:

Project Name: SR-9 COLEMAN TRACT
 Submitting Local Government: Dawsonville
 Developer: SMITH DOUGLAS HOMES
 Current Status: Completed
 Projected Process Completion Date: 3/27/2022
 RDC: Georgia Mountains RDC
 DRI Tier: Nonmetro
 GRTA Jurisdiction?: No

Application History:

Initial DRI Information Form Submitted: 1/13/2022 [View Initial Form](#)
 Additional DRI Information Form Submitted: 1/13/2022 [View Additional Form](#)
 DRI Determination: 1/14/2022 Warrants regional review
 Completeness Certification: 2/2/2022
 Request for Comments: 2/3/2022
 RDC Finding: 2/25/2022
 GRTA Finding:



[GRTA DRI Page](#) |
 [ARC DRI Page](#) |
 [RC Links](#) |
 [DCA DRI Page](#)

[DRI Site Map](#) |
 [Contact](#)



Developments of Regional Impact

- [DRI Home](#)
 [Tier Map](#)
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DRI #3575

**DEVELOPMENT OF REGIONAL IMPACT
Initial DRI Information**

This form is to be completed by the city or county government to provide basic project information that will allow the RDC to determine if the project appears to meet or exceed applicable DRI thresholds. Refer to both the [Rules for the DRI Process](#) and the [DRI Tiers and Thresholds](#) for more information.

Local Government Information

Submitting Local Government: CITY OF DAWSONVILLE
 Individual completing form: S.HARRIS
 Telephone: 706.203.4923
 E-mail: STACY.HARRIS@DAWSONVILLE-GA.GOV

*Note: The local government representative completing this form is responsible for the accuracy of the information contained herein. If a project is to be located in more than one jurisdiction and, in total, the project meets or exceeds a DRI threshold, the local government in which the largest portion of the project is to be located is responsible for initiating the DRI review process.

Proposed Project Information

Name of Proposed Project: SR-9 COLEMAN TRACT
 Location (Street Address, TMP 084 004; 1694 HIGHWAY 9 SOUTH; LAND LOTS 641, 642, 643, 650 & 651, 4TH GPS Coordinates, or Legal DISTRICT 1ST SEC Land Lot Description):
 Brief Description of Project: 121.1 ACRES SUBVISION FOR 236 UNITS 1.95 UNITS PER ACRES

Development Type:

- | | | |
|--|---|---|
| <input type="radio"/> (not selected) | <input type="radio"/> Hotels | <input type="radio"/> Wastewater Treatment Facilities |
| <input type="radio"/> Office | <input type="radio"/> Mixed Use | <input type="radio"/> Petroleum Storage Facilities |
| <input type="radio"/> Commercial | <input type="radio"/> Airports | <input type="radio"/> Water Supply Intakes/Reservoirs |
| <input type="radio"/> Wholesale & Distribution | <input type="radio"/> Attractions & Recreational Facilities | <input type="radio"/> Intermodal Terminals |
| <input type="radio"/> Hospitals and Health Care Facilities | <input type="radio"/> Post-Secondary Schools | <input type="radio"/> Truck Stops |
| <input checked="" type="radio"/> Housing | <input type="radio"/> Waste Handling Facilities | <input type="radio"/> Any other development types |
| <input type="radio"/> Industrial | <input type="radio"/> Quarries, Asphalt & Cement Plants | |

If other development type, describe:

Project Size (# of units, floor area, etc.): 236 UNITS
 Developer: SMITH DOUGLAS HOMES
 Mailing Address: 110 VILLAGE TRAIL
 Address 2: STE 215
 City:WOODSTOCK State: GA Zip:30188
 Telephone: 770-372-3020
 Email: KADAMS@SMITHDOUGLAS.COM

- Is property owner different from developer/applicant? (not selected) Yes No
 If yes, property owner: JANET BAGLEY COLEMAN
 Is the proposed project entirely located within your local government's jurisdiction? (not selected) Yes No
 If no, in what additional jurisdictions is the project located?
 Is the current proposal a continuation or expansion of a previous DRI? (not selected) Yes No

If yes, provide the following Project Name:

information: Project ID:

The initial action being requested of the local government for this project:

- Rezoning
- Variance
- Sewer
- Water
- Permit
- Other

Is this project a phase or part of a larger overall project? (not selected) Yes No

If yes, what percent of the overall project does this project/phase represent?

Estimated Project Completion Dates: This project/phase: 2025 Overall project:

[Back to Top](#)

[GRTA DRI Page](#) | [ARC DRI Page](#) | [RC Links](#) | [DCA DRI Page](#)

[DRI Site Map](#) | [Contact](#)



Developments of Regional Impact

[DRI Home](#) [Tier Map](#) [Apply](#) [View Submissions](#) [Login](#)

DRI #3575

**DEVELOPMENT OF REGIONAL IMPACT
Additional DRI Information**

This form is to be completed by the city or county government to provide information needed by the RDC for its review of the proposed DRI. Refer to both the [Rules for the DRI Process](#) and the [DRI Tiers and Thresholds](#) for more information.

Local Government Information

Submitting Local Government: CITY OF DAWSONVILLE
 Individual completing form: S.HARRIS
 Telephone: 706.203.4923
 Email: STACY.HARRIS@DAWSONVILLE-GA.GOV

Project Information

Name of Proposed Project: SR-9 COLEMAN TRACT
 DRI ID Number: 3575
 Developer/Applicant: SMITH DOUGLAS HOMES
 Telephone: 770-372-3020
 Email(s): KADAMS@SMITHDOUGLAS.COM

Additional Information Requested

Has the RDC identified any additional information required in order to proceed with the official regional review process? (If no, proceed to Economic Impacts.)
 (not selected) Yes No

If yes, has that additional information been provided to your RDC and, if applicable, GRTA?
 (not selected) Yes No

If no, the official review process can not start until this additional information is provided.

Economic Development

Estimated Value at Build-Out: \$70,800,000.00

Estimated annual local tax revenues (i.e., property tax, sales tax) likely to be generated by the proposed development: \$850,000.00

Is the regional work force sufficient to fill the demand created by the proposed project?
 (not selected) Yes No

Will this development displace any existing uses?
 (not selected) Yes No

If yes, please describe (including number of units, square feet, etc): YES, SOME AGRICULTURE

Water Supply

Name of water supply provider for this site: ETOWAH WATER & SEWER AUTHORITY

What is the estimated water supply demand to be generated by the project, measured in Millions of Gallons Per Day (MGD)? 0.064 MGD

Is sufficient water supply capacity available to serve the proposed project?
 (not selected) Yes No

If no, describe any plans to expand the existing water supply capacity

Is a water line extension required to serve this project? (not selected) Yes No

If yes, how much additional line (in miles) will be required?
12-INCH MAIN TO BE EXTENDED ACROSS THE SR HWY 9 PROPERTY FRONTAGE 0.35 MILES

Wastewater Disposal

Name of wastewater treatment provider for this site: ETOWAH WATER & SEWER AUTHORITY

What is the estimated sewage flow to be generated by the project, measured in Millions of Gallons Per Day (MGD)? 0.054 MGD

Is sufficient wastewater treatment capacity available to serve this proposed project? (not selected) Yes No

If no, describe any plans to expand existing wastewater treatment capacity: AN EXISTING PUMP STATION IS ADJACENT TO THE PROPERTY, TO BE RELOCATED

Is a sewer line extension required to serve this project? (not selected) Yes No

If yes, how much additional line (in miles) will be required? 0.50 MILES OF 8-INCH GRAVITY SEWER; A SEWER OUTFALL LINE WILL HAVE TO BE CONSTRUCTED THROUGH PROPERTY TO RELOCATED AN EXISTING PUMP STATION ON THE ADJOINING TRACT TO THE NORTH.

Land Transportation

How much traffic volume is expected to be generated by the proposed development, in peak hour vehicle trips per day? (If only an alternative measure of volume is available, please provide.) 2,259 ADT, PM IN = 150, PM OUT = 88

Has a traffic study been performed to determine whether or not transportation or access improvements will be needed to serve this project? (not selected) Yes No

Are transportation improvements needed to serve this project? (not selected) Yes No

If yes, please describe below: LEFT AND RIGHT TURN LANES ARE REQUIRED AT THE PROJECT'S PRIMARY ENTRANCE, WITH SEPARATE LEFT/RIGHT TURN LANES FOR THE EXIT ONTO SR HWY 9; RIGHT AND LEFT TURN LANES FOR THE ACCESS ON SR HWY 9.

Solid Waste Disposal

How much solid waste is the project expected to generate annually (in tons)? 870 TONS/YEAR

Is sufficient landfill capacity available to serve this proposed project? (not selected) Yes No

If no, describe any plans to expand existing landfill capacity:

Will any hazardous waste be generated by the development? (not selected) Yes No

If yes, please explain:

Stormwater Management

What percentage of the site is projected to be impervious surface once the proposed development has been constructed? 30%

Describe any measures proposed (such as buffers, detention or retention ponds, pervious parking areas) to mitigate the project's impacts on stormwater management: THE SITE WILL MAINTAIN STREAM BUFFERS AND DIRECT STORM DRAINAGE INTO DETENTION AND WATER QUALITY FACILITIES. ANY IMPACTS TO STREAMS OR WETLANDS, IF NECESSARY, WILL BE PERMITTED FOLLOWING ALL SECTION 404 REGULATIONS (ARMY CORPS NATIONWIDE PERMIT 29)

Environmental Quality

Is the development located within, or likely to affect any of the following:

- 1. Water supply watersheds? (not selected) Yes No
- 2. Significant groundwater recharge areas? (not selected) Yes No
- 3. Wetlands? (not selected) Yes No
- 4. Protected mountains? (not selected) Yes No
- 5. Protected river corridors? (not selected) Yes No
- 6. Floodplains? (not selected) Yes No
- 7. Historic resources? (not selected) Yes No
- 8. Other environmentally sensitive resources? (not selected) Yes No

If you answered yes to any question above, describe how the identified resource(s) may be affected:
IMPACTS TO THE WATERSHED WILL BE MINIMIZED UTILIZING WATER QUALITY FEATURES TO ACHIEVE 80% TSS REMOVAL PROJECT-WIDE. ADDITIONALLY, ALL STORMWATER DISCHARGES WILL TRAVEL THROUGH OPENS SPACES WITHIN THE PROPOSED DEVELOPMENT AFTER EITHER BEING DETAINED OR FLOW THROUGH A PLUNGE POOL AND NOT DIRECTLY INTO THE STREAMS OR WETLANDS.

[Back to Top](#)

RECEIVED
JAN 11 2022
BY: *Rep*



Coleman Tract

Traffic Impact Study

Prepared for:

Ensite Civil Consulting, LLC

Prepared by:

KCI Technologies Inc.

2160 Satellite Boulevard, Suite 130

Duluth, GA 30097

www.kci.com

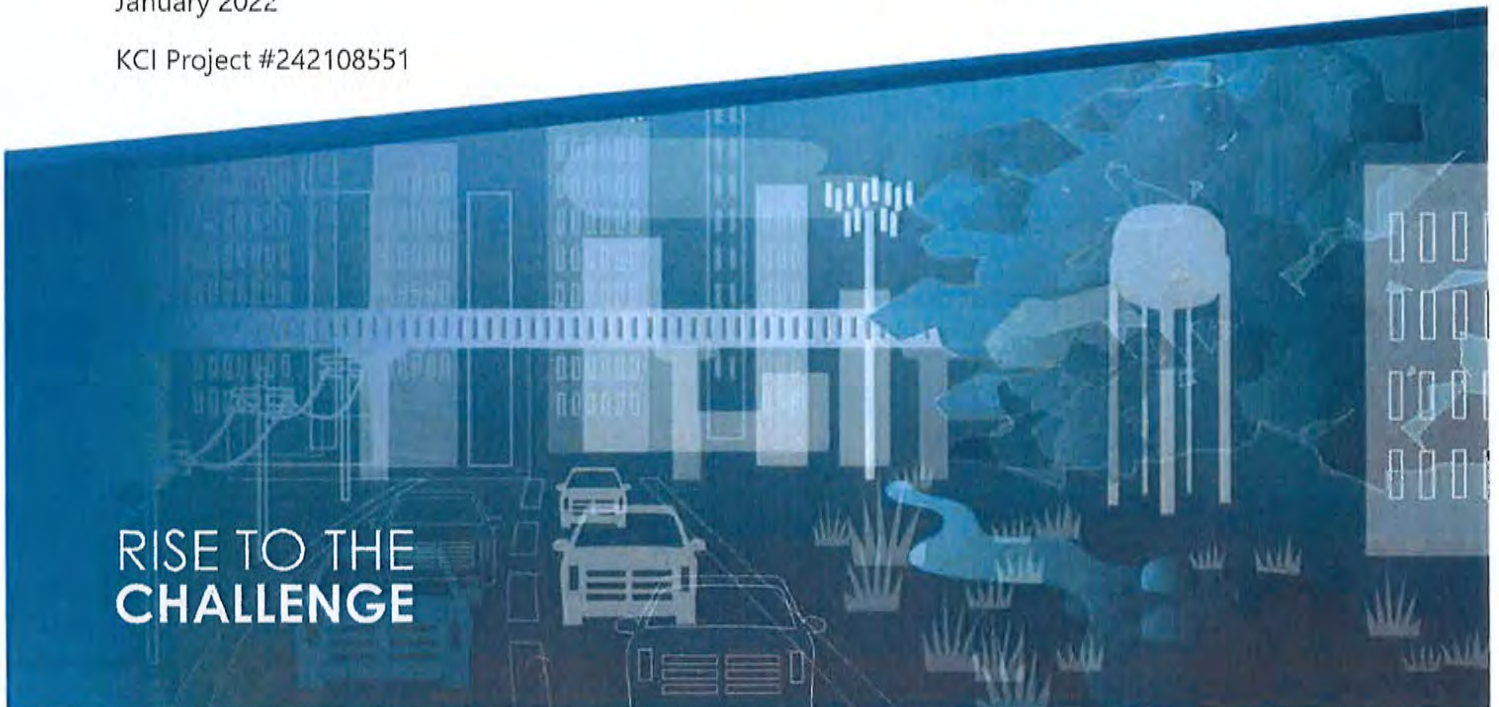
678.990.6200

January 2022

KCI Project #242108551



1-10-2022



Executive Summary

The purpose of this study is to evaluate the potential traffic impacts of the proposed *Coleman Tract* residential development. The site is in the City of Dawsonville and located along the west side of State Route 9. Based on the concept plan (dated 01/10/2022), the +/-124-acre development will include a total of 236 detached single-family homes. The concept plan (see Appendix B) for the development illustrates the conditions in the study area, including the proposed development and the proposed primary driveway location on State Route 9. Two additional potential access locations are shown on the concept plan, which may be limited to emergency-only access. One is a potential connection to the adjacent northern residential development (Thunder Ridge) while another is a secondary driveway near the northern property line along SR 9. For the purpose of this study, the one primary driveway was analyzed as the sole access to the development.

State Route 9 is a two-lane roadway with a 45-mph posted speed limit in the area of the proposed development. The existing site is undeveloped and access to the site is proposed via one driveway.

For the purposes of the traffic study, the analysis included the expected completion (build-out) of the development by year 2025. This study performed an analysis of future traffic conditions at the proposed driveway location. The future conditions analysis was performed for the year 2025 Build Conditions (with the Coleman Tract development). The traffic study also included a review of Georgia DOT requirements for turn lanes at the site driveway along State Route 9.

The results of the traffic analysis indicate that the proposed driveway, operating as unsignalized (side-street stop-control), is expected to operate at an acceptable level of service during the AM and PM peak hours in the future year 2025 Build Conditions.

The traffic impact study identified the following geometric improvements needed to accommodate the proposed development. Based on estimated traffic volumes in the year 2025 Build year conditions, the following driveway geometric recommendations are provided:

- State Route 9 at Proposed Driveway:
 - Provide a full-movement intersection; driveway to be stop-control
 - Add a southbound right-turn deceleration lane along SR 9
 - Add a northbound left-turn deceleration lane along SR 9
 - Provide one entry lane and two exit lanes (one left-turn lane and one right-turn lane)

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A: Figures

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Figure 2 – Aerial & Access Locations

Figure 3 – Existing (Year 2021) Traffic Conditions

Figure 4 – Build (Year 2025) Traffic Conditions

B: Concept Plan

C: Traffic Count Data

D: GDOT Traffic Data

E: Intersection Volume Development

F: Capacity Analysis Reports

G: GDOT ICE Report

1. Existing Conditions

1.1 Site Conditions

The proposed development is located on undeveloped property. **Figure 1** provides a general location map. **Figure 2** is an aerial that shows the site location and the primary driveway location on State Route 9. (Figures included in Appendix A) Access to the property is proposed to be provided at the primary driveway location. Two additional potential access locations are shown on the concept plan, which may be limited to emergency-only access. One is a potential connection to the adjacent northern residential development (Thunder Ridge) while another is a secondary driveway near the northern property line along SR 9. For the purpose of this study, the one primary driveway was analyzed as the sole access to the development. (The site plan is included in Appendix B). The proposed development will be residential and is surrounded by primarily residential and agricultural uses.

1.2 Roadway Conditions

State Route 9 is a two-lane roadway with a 45mph posted speed limit in the area of the proposed development. State Route 9 is a north-south oriented roadway in the vicinity of the development. Georgia DOT classifies State Route 9 as a major collector. The roadway has grassed, rural shoulders, with no sidewalks.

1.3 Traffic Volumes

Traffic counts were collected on Tuesday, December 14, 2021, for use in the traffic analysis. Dawson County public schools were in session. The traffic data collected included:

- 24-hour volume count on State Route 9, at the proposed driveway location
- The data indicated the AM peak hour was 7:00-8:00AM and the PM peak hour was 5:00-6:00 PM
- The daily volume recorded was 6,835 vehicles

Historical traffic volume data available from the GDOT TADA source were utilized to inform the annual growth factor. The two locations are indicated in Appendix D. The two locations are:

- GDOT Count Station #085-0103 located on SR 9, just south of Mill Creek Dr
- GDOT Count Station #085-0105 located on SR 9, just north of Perimeter Rd

Figure 3 (in Appendix A) illustrates the existing 2021 traffic volumes collected on December 14, 2021. These volumes were used in the traffic analysis. The traffic counts are included in the Appendix C. The 2021 traffic volumes are indicated in the Intersection Volume Development table included in the Appendix E.

1.4 Crash Review

Crash history was performed at the proposed site driveway for use in the GDOT ICE Policy review. GDOT's Numetric database was used to analyze historical crash data at or near the proposed site driveway along State Route 9. A total of 11 non-injury crashes involving deer/drivers veering off into trees were found within the past 5 years.

2. Future Conditions

2.1 Future No-Build Traffic Volumes

Future traffic volumes on State Route 9 were developed by reviewing the historical traffic volumes roadways within the vicinity of the project and historic population growth in the county. Two GDOT count stations in the area were reviewed. The annual historic compound growth rate was 5.63%, and 29.15% (this higher percentage is due to an outlier in the data) at the two GDOT count stations. The calculations are included in Appendix D. Dawson County's population growth rate was most recently reported as 3.62% percent per year in 2021. Over the past five years the population growth rate has been in the range of 2.95% per year to 3.90% per year. After reviewing this information, a 3.0% per year growth rate to account for background traffic volume growth was used in the traffic study.

For the purposes of this study the proposed development is expected to be completed and opened by 2025. A 3.0% per year growth rate was applied to the 2021 volumes to calculate the future traffic volumes on SR 9.

2.2 Future Roadway Conditions

A review of Georgia DOT planned, and programmed transportation projects was performed. There are no ongoing projects near the development however, there was one long range project found:

Long-Range Project:

Project Name: SR 9 passing lanes from Thompson Rd to Jenkins Rd. GDOT project ID: 0003627. This long-range project is programmed in year 2051 as a reconstruction/rehabilitation of State Route 9.

4. Capacity Analysis

Capacity analysis was performed at the study intersections for the weekday AM and PM peak hours. Intersection Level of Service (LOS) was calculated based on the methodologies contained in the Highway Capacity Manual, 6th Edition. The Synchro Studio software, which utilizes the HCM 6th Edition methodology, was utilized to perform the analyses.

Capacity is defined as the maximum number of vehicles that can pass over a particular road segment or through a particular intersection within a specified period under prevailing roadway, traffic, and control conditions. Level of service (LOS) is used to describe the operating characteristics of a road segment or intersection in relation to its capacity. LOS is defined as a qualitative measure that describes operational conditions and motorist's perceptions. The Highway Capacity Manual defines six levels of service, LOS A through LOS F. Level of service A indicates excellent operations with little delay to motorists, while level of service F indicates extremely long delay.

Level of service for unsignalized intersections is calculated for the average control delay incurred for vehicles on the stop control approach, compared to the average control delay per vehicle for all approaches at a signalized intersection. Control delay for vehicles include initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. **Table 2** below indicates the relationship between delay and LOS for signalized and unsignalized intersections, respectively. Level-of-service "E" is typically considered to be the limit of acceptable delay.

Several factors affect the controlled delay for unsignalized intersections, including the availability of gaps in the cross-street traffic, and acceptable gap time to make the movement from the stop position. For stop-control intersections, LOS E and F exist when there are insufficient gaps in traffic, resulting in long delays. Low level of service for stop-control approaches are not uncommon at major cross-streets.

Level of Service	Average Control Delay Per Vehicle (sec)	
	Signalized Intersection	Unsignalized Intersection
A	≤10	≤10
B	>10 and ≤20	>10 and ≤15
C	>20 and ≤35	>15 and ≤25
D	>35 and ≤55	>25 and ≤35
E	>55 and ≤80	>35 and ≤50
F	>80	>50

3. Proposed Development Traffic

Project traffic was calculated for the proposed development. Project traffic is defined as the vehicular trips expected to be generated by the development and distributed over the roadway network.

3.1 Trip Generation

The project driveway volumes were calculated based on the Institute of Transportation Engineers' (ITE) Trip Generation Manual, Tenth Edition. The development will include up to 236 single-family residential homes. For the purposes of the traffic study, ITE land use code 210 (Single-Family Detached) was used.

Since this is a residential development, no pass-by reductions or internal capture rates were included.

Table 1 below summarizes the trips expected daily, during the AM peak hour, and during the PM peak hour for the development.

Land Use (ITE Code)	Units	Daily Trips	AM Peak Hour			PM Peak Hour		
		Two-Way Total	Enter	Exit	Total	Enter	Exit	Total
Single-Family Detached (210)	236	2,291	43	129	172	146	86	232

3.2 Trip Distribution and Assignment

An overall trip distribution and assignment of project trips was based on existing traffic patterns, the directional volumes along SR 9, and a review of land uses and the street network in the area. This information was used to apply the project traffic volumes at the development driveway.

The directional distribution for the proposed development is estimated to be:

- Residential use:
 - 65% to/from the south along SR 9
 - 35% to/from the north along SR 9

3.3 Future Build Traffic Volumes

The 2025 future Build traffic volumes were calculated by adding the proposed development (Coleman Tract) traffic volumes to the projected year 2025 No-Build traffic volumes. **Figure 4** (in Appendix A) illustrates the year 2025 Build traffic volumes.

4.1 Future Build Conditions Capacity Analysis

Capacity analysis was performed for the year 2025 Future Conditions and includes the No-Build traffic volumes plus the Coleman Tract development volumes. The Build traffic conditions and volumes are illustrated in **Figure 4**. **Table 3** summarizes the results of the capacity analysis.

Table 3: Future Year (2025) Build Level of Service				
Intersection	Intersection Control	Approach	AM Peak Hour LOS (Delay*)	PM Peak Hour LOS (Delay*)
State Route 9 at Proposed Driveway	Side-street Stop-control	Eastbound (Driveway)	C (22)	C (17)

**Average vehicle delay in seconds*

The Proposed Driveway is expected to operate with an acceptable level of service during both the AM and PM peak hours, with the driveway geometry recommended in section 5.2.

5. Recommendations

Recommendations for access for the proposed development are based on existing conditions, the proposed development use, and expected traffic volumes. The need for dedicated turn lanes at the proposed development driveway and appropriate traffic control (i.e. stop control) were reviewed. Recommendations included reviewing Georgia DOT requirements for required turn lanes, knowledge of general transportation standards, and engineering judgment. Specifics of the driveway design will need to follow Georgia Department of Transportation requirements for the main site driveway located along Dawson Forest Road.

5.1 Turn Lane Analysis at Site Driveways

The Georgia DOT Driveway and Encroachment Control Manual was reviewed for the proposed driveway along SR 9. The GDOT driveway manual, Section 4I, Auxiliary Turn Lanes, provides minimum volumes requiring right-turn or left-turn deceleration lanes. The year 2025 Build traffic volumes were compared to the Georgia DOT driveway requirements for right-turn and left-turn deceleration lanes. The most recently collected daily volume on State Route 9 was 6,835 vehicles per day.

Right-Turn Deceleration Lane Criteria

Based on the 45mph speed limit, two-lane roadway, and more than 6,000 ADT (Average Daily Traffic) on State Route 9, Table 4-6 indicates a dedicated right-turn lane is required if there are more than 75 right-turn vehicles per day. The estimated daily southbound right-turn entering the site at the proposed driveway is 401 vehicles per day (2,291 daily x 0.5 enter x 0.35 distribution = 401). This volume meets the GDOT criteria to install a right-turn deceleration lane at the proposed driveway.

Left-turn Lane Criteria

Based on the 45mph speed limit, two-lane roadway, and more than 6,000 ADT (Average Daily Traffic) on State Route 9, Table 4-7a indicates a dedicated left-turn lane is required if there are more than 175 left-turn vehicles per day. The estimated daily northbound left-turn entering the site at the proposed driveway is 745 vehicles per day (2,291 daily x 0.5 enter x 0.65 distribution = 745). This volume meets the GDOT criteria to install a dedicated left-turn deceleration lane at the proposed driveway.

5.2 Recommended Driveway Geometry

Based on estimated traffic volumes in the year 2025 Build year conditions, the following driveway geometric recommendations are provided:

- State Route 9 at Proposed Driveway:
 - Provide a full-movement intersection; driveway to be stop-control
 - Add a southbound right-turn deceleration lane along SR 9
 - Add a northbound left-turn deceleration lane along SR 9
 - Provide one entry lane and two exit lanes (one left-turn lane and one right-turn lane)

5.3 GDOT ICE Report

The GDOT Intersection Control Evaluation (ICE) policy was reviewed at the proposed site driveway along SR 9. The GDOT ICE Report is included in Appendix G and can be submitted to GDOT when the driveway encroachment permit is requested from GDOT.

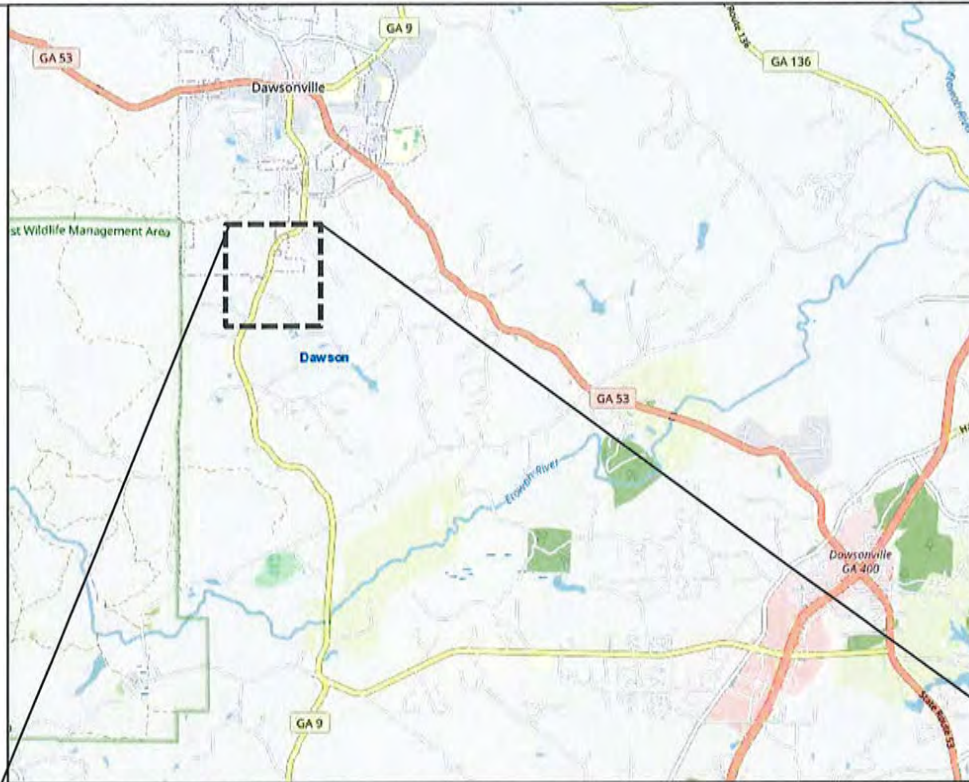
The purpose of the ICE process is to consider traffic control alternatives at intersections, analyze the options, and select the alternative that reflects the overall best value and balances the need to address operations, safety, project cost and environmental impacts. At proposed driveways to development, this process includes inputting the traffic and crash history conditions, completing the Stage 1 screening form. For the proposed driveway, the most appropriate traffic control is a T-intersection with stop-control for the driveway.

Appendices

- Appendix A
 - Figures 1-4
- Appendix B
 - Concept Plan
- Appendix C
 - Raw Traffic Count Data
- Appendix D
 - GDOT Traffic Data
- Appendix E
 - Intersection Volume Development
- Appendix F
 - Capacity Analysis Reports
- Appendix G
 - GDOT ICE Report

Appendix A

Figures



Development Site



Not to Scale




**Traffic Impact Study
Coleman Tract Development
City of Dawsonville, Georgia**

**Location
Map**

**Figure
1**

Legend:

 Study Intersection



Not to Scale



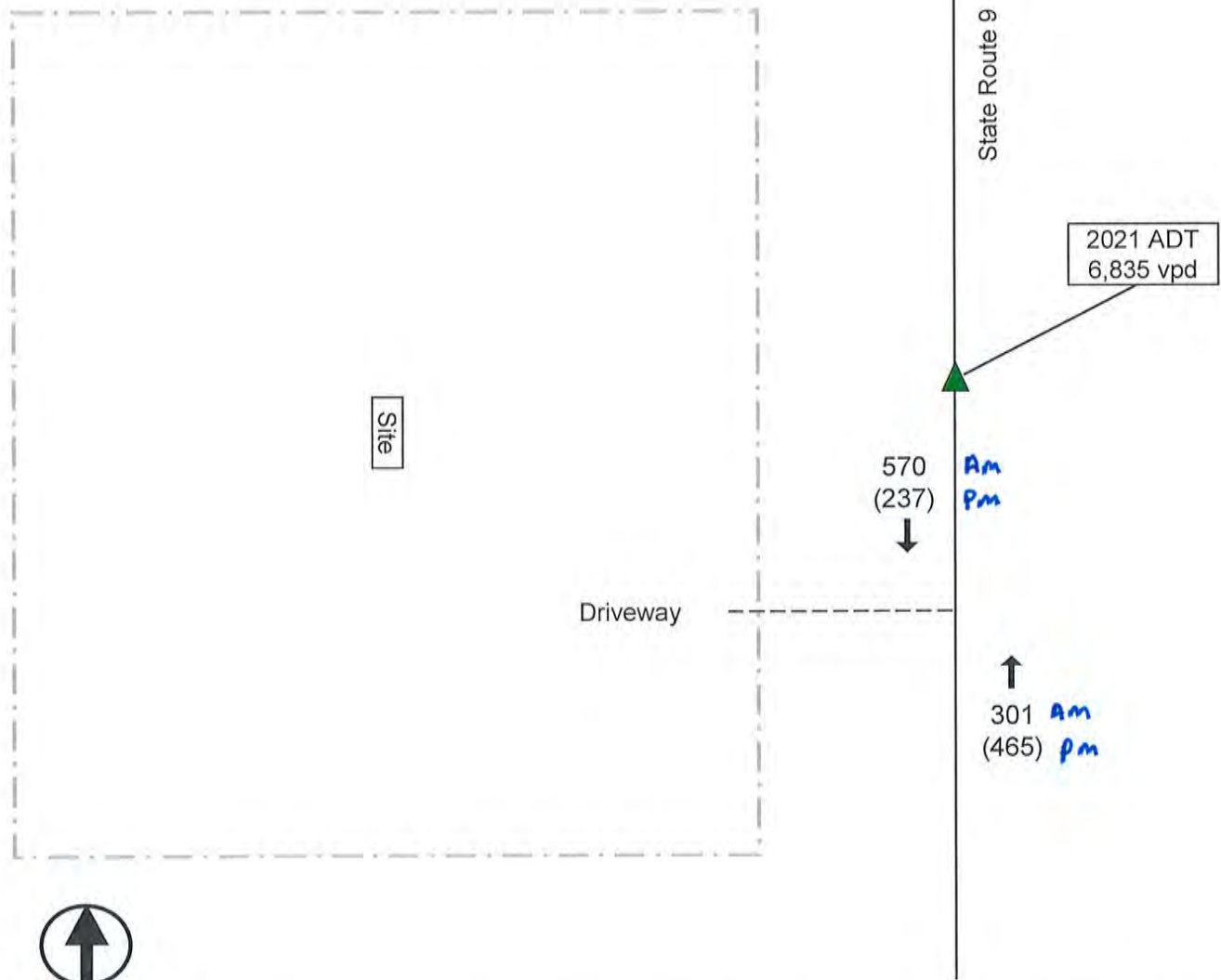
**Traffic Impact Study
Coleman Tract Development
City of Dawsonville, Georgia**

**Aerial &
Access
Locations**

**Figure
2**

LEGEND:

- Existing Roadway Laneage
- XX AM Peak Hour Traffic Volumes
- (XX) PM Peak Hour Traffic Volumes



Not to Scale



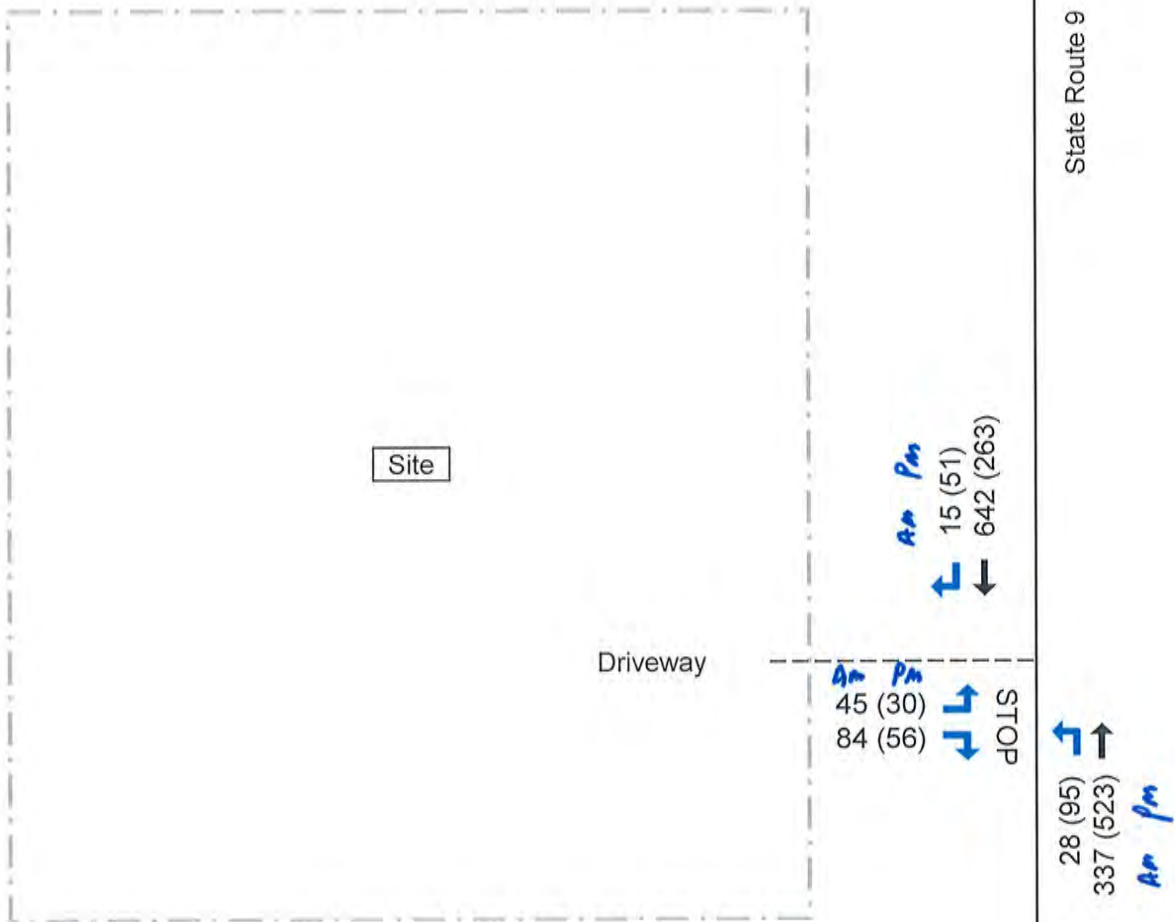
**Traffic Impact Study
Coleman Tract Development
City of Dawsonville, Georgia**

**Existing
(Year 2021)
Traffic Conditions**

**Figure
3**

LEGEND:

- Existing Roadway Laneage
- ➡ Proposed Roadway Laneage
- XX AM Peak Hour Traffic Volumes
- (XX) PM Peak Hour Traffic Volumes



Not to Scale



Traffic Impact Study
Coleman Tract Development
City of Dawsonville, Georgia

Build
(Year 2025)
Traffic Conditions

Figure
4

Appendix B

Concept Plan

Appendix C

Traffic Count Data

Bi-Directional Class Count || Volume Summary 15min



www.marrtraffic.com

Dawson County, GA

Site 1

GA-9 Hwy 9,
south of Driveway

Date

14 December 2021

Weather

Fair
52°F

Lat/Long

34.400764°, -84.121545°

0000 - 2400 (24h Session) (12-14-2021)

Volume Summary 15min

TIME	Volume Summary 15min		15min Total	60min Total
	NB	SB		
0000 - 0015	5	8	13	
0015 - 0030	5	1	6	
0030 - 0045	3	2	5	
0045 - 0100	1	2	3	27
0100 - 0115	1	0	1	
0115 - 0130	0	0	0	
0130 - 0145	1	0	1	
0145 - 0200	4	1	5	7
0200 - 0215	1	2	3	
0215 - 0230	0	1	1	
0230 - 0245	0	0	0	
0245 - 0300	0	0	0	4
0300 - 0315	1	4	5	
0315 - 0330	1	3	4	
0330 - 0345	0	1	1	
0345 - 0400	0	3	3	13
0400 - 0415	1	1	2	
0415 - 0430	2	5	7	
0430 - 0445	1	9	10	
0445 - 0500	1	10	11	30
0500 - 0515	0	13	13	
0515 - 0530	3	15	18	
0530 - 0545	1	40	41	
0545 - 0600	5	50	55	127
0600 - 0615	10	47	57	
0615 - 0630	15	51	66	
0630 - 0645	17	88	105	
0645 - 0700	27	92	119	347
0700 - 0715	49	132	181	
0715 - 0730	105	163	268	
0730 - 0745	77	165	242	
0745 - 0800	68	110	178	869
0800 - 0815	51	79	130	
0815 - 0830	30	47	77	
0830 - 0845	22	53	75	
0845 - 0900	35	37	72	354
0900 - 0915	34	41	75	
0915 - 0930	17	43	60	
0930 - 0945	45	33	78	
0945 - 1000	37	37	74	287
1000 - 1015	35	42	77	
1015 - 1030	44	36	80	
1030 - 1045	36	36	72	
1045 - 1100	33	33	66	295
1100 - 1115	40	38	78	
1115 - 1130	39	31	70	
1130 - 1145	26	42	68	
1145 - 1200	24	36	60	276

Time	Volume Summary 15min		15min Total	60min Total
	NB	SB		
1200 - 1215	47	28	75	
1215 - 1230	40	29	69	
1230 - 1245	40	26	66	
1245 - 1300	40	30	70	280
1300 - 1315	38	43	81	
1315 - 1330	34	52	86	
1330 - 1345	38	46	84	
1345 - 1400	49	39	88	339
1400 - 1415	65	51	116	
1415 - 1430	55	50	105	
1430 - 1445	46	108	154	
1445 - 1500	69	87	156	531
1500 - 1515	97	67	164	
1515 - 1530	83	40	123	
1530 - 1545	81	45	126	
1545 - 1600	92	63	155	568
1600 - 1615	67	54	121	
1615 - 1630	88	54	142	
1630 - 1645	105	54	159	
1645 - 1700	97	47	144	566
1700 - 1715	109	60	169	
1715 - 1730	133	75	208	
1730 - 1745	103	55	158	
1745 - 1800	120	44	164	699
1800 - 1815	96	37	133	
1815 - 1830	103	43	146	
1830 - 1845	75	48	123	
1845 - 1900	56	34	90	492
1900 - 1915	42	32	74	
1915 - 1930	32	42	74	
1930 - 1945	49	37	86	
1945 - 2000	50	33	83	317
2000 - 2015	41	13	54	
2015 - 2030	27	9	36	
2030 - 2045	29	20	49	
2045 - 2100	32	15	47	186
2100 - 2115	37	17	54	
2115 - 2130	13	13	26	
2130 - 2145	21	12	33	
2145 - 2200	13	5	18	131
2200 - 2215	16	8	24	
2215 - 2230	6	6	12	
2230 - 2245	5	2	7	
2245 - 2300	6	5	11	54
2300 - 2315	3	4	7	
2315 - 2330	5	4	9	
2330 - 2345	6	3	9	
2345 - 0000	8	3	11	36

Session Total	3460	3375	6835
Session Average	36.04	35.16	71.20
Session Percentage	50.62	49.38	

Appendix D

GDOT Traffic Data

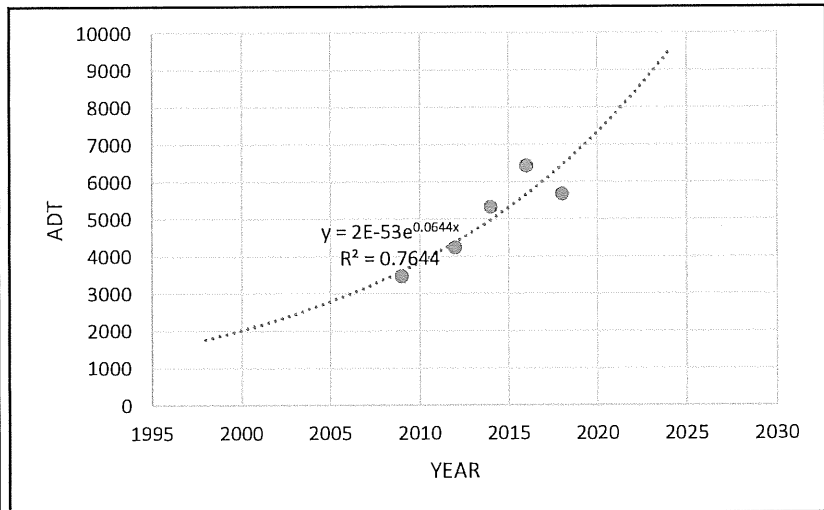
Count Station: GDOT #085-0103
 Street: SR 9
 Location: South of Mill Creek Dr
 Source: GDOT

YEAR	ADT	TREND
1998		1800
1999		1900
2000		2000
2001		2200
2002		2300
2003		2500
2004		2600
2005		2800
2006		3000
2007		3200
2008		3400
2009	3484	3600
2010		3900
2011		4100
2012	4256	4400
2013		4700
2014	5335	5000
2015		5300
2016	6445	5700
2017		6100
2018	5694	6500
2019		6900
2020		7300
2021		7800
2022		8400
2023		8900
2024		9500

9-Years of Count Data

Trend Annual Historic Compound Growth Rate

29.15%



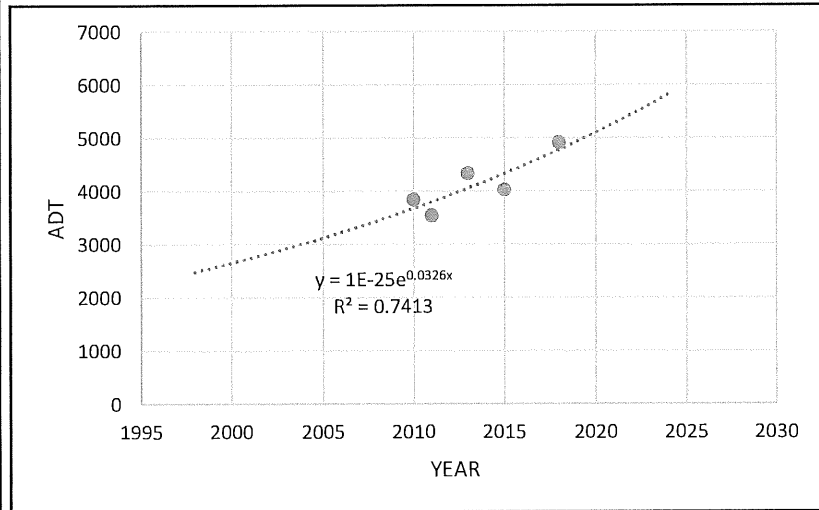
Count Station: GDOT #085-0105
 Street: SR 9
 Location: North of Perimeter Rd
 Source: GDOT

YEAR	ADT	TREND
1998		2500
1999		2600
2000		2700
2001		2700
2002		2800
2003		2900
2004		3000
2005		3100
2006		3200
2007		3300
2008		3500
2009		3600
2010	3858	3700
2011	3554	3800
2012		3900
2013	4349	4100
2014		4200
2015	4042	4300
2016		4500
2017		4600
2018	4921	4800
2019		4900
2020		5100
2021		5300
2022		5500
2023		5600
2024		5800

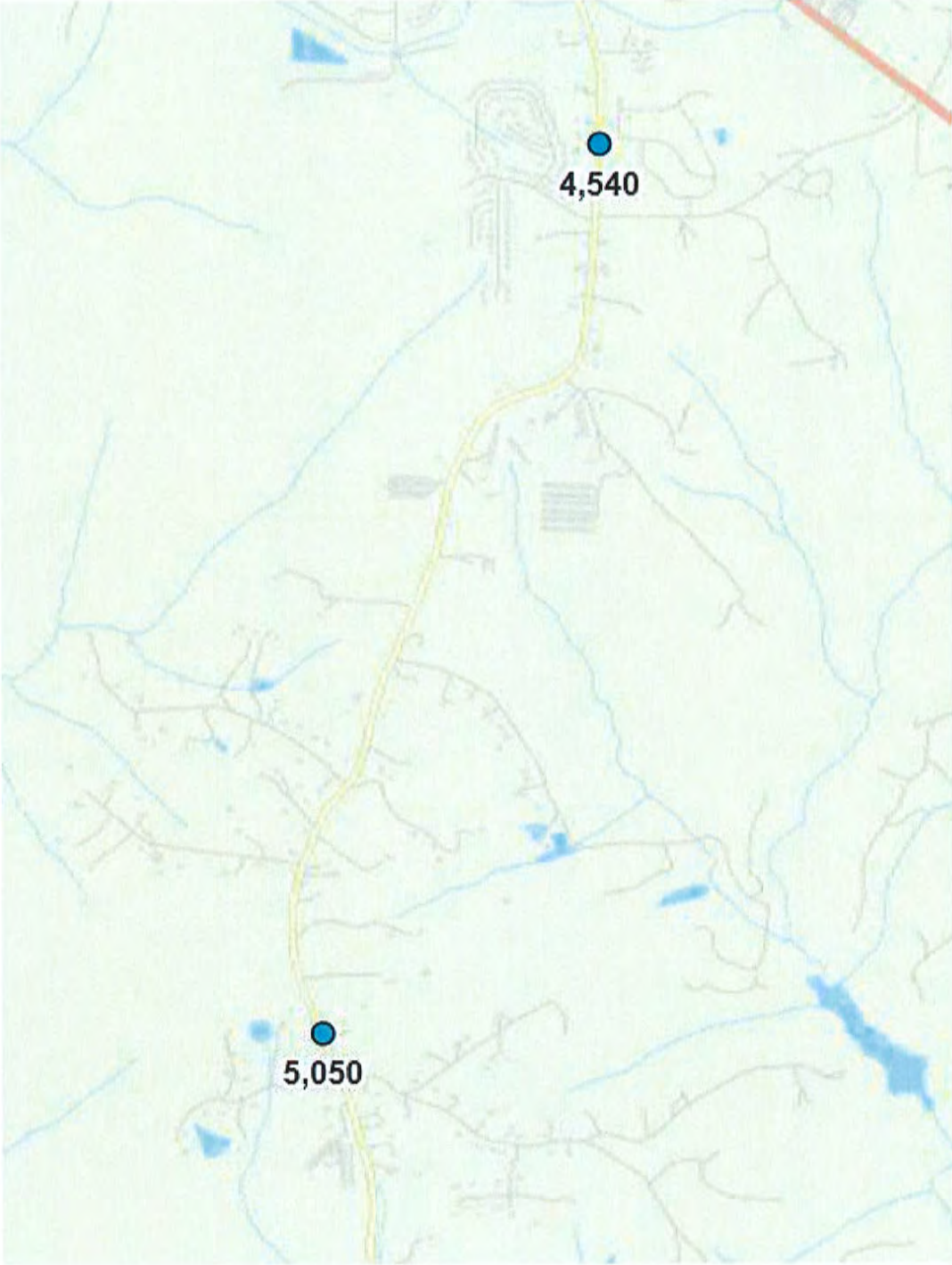
8-Years of Count Data

Trend Annual Historic Compound Growth Rate

5.63%



Location Map of GDOT Count Stations



000085_0103 - 085-0103
Description: CRX 019400LCR0252R
County: Dawson
Route number: 00000900
LRS section: 0851000900
Functional class: 6U - Minor Collector (Urban)
Coordinates: 34.38683229, -84.12552669

Site Data





Leaflet | Maps © Thunderforest, Data © OpenStreetMap contributors

Count History

Year	Month	Count type	Duration	Count
2020	May	Volume	48 hours	5621
2018	September	Class	48 hours	5694
2016	August	Volume	48 hours	6445
2014	May	Volume	48 hours	5335
2012	June	Volume	48 hours	4256
2009	April	Class	48 hours	3484

000085_0105 - 085-0105
Description: CRX 038500LCR0426R
County: Dawson
Route number: 00000900
LRS section: 0851000900
Functional class: 3R - Principal Arterial - Other (Rural)
Coordinates: 34.4101712167512, -84.116618291201

Site Data





Leaflet | Maps © Thunderforest, Data © OpenStreetMap contributors

Count History

Year	Month	Count type	Duration	Count
2018	October	Class	48 hours	4921
2015	May	Class	48 hours	4042
2013	November	Volume	48 hours	4349
2011	September	Volume	48 hours	3554
2010	July	Volume	48 hours	3858

Appendix E

Intersection Volume Development

Traffic Impact Study
Coleman Tract Development
Intersection Traffic Volumes

Intersection: #1 - SR 9 at Proposed Driveway

A.M. PEAK HOUR

Condition	SR 9 Northbound				SR 9 Southbound				Driveway Eastbound			N/A Westbound		
	U-turn	L	T	R	U-turn	L	T	R	L	T	R	L	T	R
Existing Volumes (2021)			299				570							
Annual Growth Rate	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Growth Factor	1.126	1.126	1.126	1.126	1.126	1.126	1.126	1.126	1.126	1.126	1.126	1.126	1.126	1.126
Base Condition (2025)	0	0	337	0	0	0	642	0	0	0	0	0	0	0
Project Trips:														
Trip Distribution IN		65%						35%						
Trip Distribution OUT									35%		65%			
Residential Trips	0	28	0	0	0	0	0	15	45	0	84	0	0	0
Total Project Trips	0	28	0	0	0	0	0	15	45	0	84	0	0	0
Buildout Total (2025)	0	28	337	0	0	0	642	15	45	0	84	0	0	0

P.M. PEAK HOUR

Condition	SR 9 Northbound				SR 9 Southbound				Driveway Eastbound			N/A Westbound		
	U-turn	L	T	R	U-turn	L	T	R	L	T	R	L	T	R
Existing Volumes (2021)			465				234							
Annual Growth Rate	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Growth Factor	1.126	1.126	1.126	1.126	1.126	1.126	1.126	1.126	1.126	1.126	1.126	1.126	1.126	1.126
Base Condition (2025)	0	0	523	0	0	0	263	0	0	0	0	0	0	0
Project Trips:														
Trip Distribution IN		65%						35%						
Trip Distribution OUT									35%		65%			
Residential Trips	0	95	0	0	0	0	0	51	30	0	56	0	0	0
Total Project Trips	0	95	0	0	0	0	0	51	30	0	56	0	0	0
Buildout Total (2025)	0	95	523	0	0	0	263	51	30	0	56	0	0	0

Appendix F
Capacity Analysis Reports
Future Build Conditions – Year 2025

HCM 6th TWSC
1: Proposed Driveway & SR 9

Build 2025
AM Peak Hour

Intersection						
Int Delay, s/veh	2.7					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	↖	↖	↖	↗	↗	↖
Traffic Vol, veh/h	45	84	28	337	642	15
Future Vol, veh/h	45	84	28	337	642	15
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	235	-	-	175
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	4	4	4	4	4	4
Mvmt Flow	54	100	33	401	764	18

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	1231	764	782	0	-	0
Stage 1	764	-	-	-	-	-
Stage 2	467	-	-	-	-	-
Critical Hdwy	6.44	6.24	4.14	-	-	-
Critical Hdwy Stg 1	5.44	-	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-	-
Follow-up Hdwy	3.536	3.336	2.236	-	-	-
Pot Cap-1 Maneuver	194	401	827	-	-	-
Stage 1	456	-	-	-	-	-
Stage 2	627	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	186	401	827	-	-	-
Mov Cap-2 Maneuver	186	-	-	-	-	-
Stage 1	438	-	-	-	-	-
Stage 2	627	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	22.2	0.7	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	827	-	186	401	-	-
HCM Lane V/C Ratio	0.04	-	0.288	0.249	-	-
HCM Control Delay (s)	9.5	-	32	16.9	-	-
HCM Lane LOS	A	-	D	C	-	-
HCM 95th %tile Q(veh)	0.1	-	1.1	1	-	-

HCM 6th TWSC
1: Proposed Driveway & SR 9

Build 2025
PM Peak Hour

Intersection						
Int Delay, s/veh	2.2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	↘	↗	↘	↑	↑	↗
Traffic Vol, veh/h	30	56	95	523	263	51
Future Vol, veh/h	30	56	95	523	263	51
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	235	-	-	175
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	4	4	4	4	4	4
Mvmt Flow	36	67	113	623	313	61

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	1162	313	374	0	-	0
Stage 1	313	-	-	-	-	-
Stage 2	849	-	-	-	-	-
Critical Hdwy	6.44	6.24	4.14	-	-	-
Critical Hdwy Stg 1	5.44	-	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-	-
Follow-up Hdwy	3.536	3.336	2.236	-	-	-
Pot Cap-1 Maneuver	214	723	1174	-	-	-
Stage 1	737	-	-	-	-	-
Stage 2	416	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	193	723	1174	-	-	-
Mov Cap-2 Maneuver	193	-	-	-	-	-
Stage 1	666	-	-	-	-	-
Stage 2	416	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	16.5	1.3	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	1174	-	193	723	-	-
HCM Lane V/C Ratio	0.096	-	0.185	0.092	-	-
HCM Control Delay (s)	8.4	-	27.8	10.5	-	-
HCM Lane LOS	A	-	D	B	-	-
HCM 95th %tile Q(veh)	0.3	-	0.7	0.3	-	-

Appendix G

GDOT ICE Report

GDOT PI#: Request By:

County: GDOT District:

Major Road: Road Class: Speed Limit:

Crossing Road: Road Class: Speed Limit:

Major Road Direction: Area Type:

Intersection Control: Project ID:

Prepared By: Date:

Project Purpose:

Existing Data Year:	2021
Project Opening Year:	2025
Project Design Year:	2025
Annual Growth Rate:	1.0%
K Factor*:	12%

* K Factor = Proportion of average annual daily traffic occurring in the highest one hour of the day

2025 OPENING YEAR VOLUMES

657 (314) [9000]									
		(0)	(51)	(263)	(0)				
		0	15	642	0				
		Peds			WB Site Dwy				
0 (0) [1200]	(0)	0	↔	2025 Intersection Daily Entering Volume (est): 10,050	↔	84	(56)	129 (86) [1100]	
	(0)	0	↔		↔	0	(0)		
	(0)	0	↔		↔	45	(30)		
	(0)	0	↔		↔				
EB Site Dwy		28	337	0	0	NB SR 9			
		(95)	(523)	(0)	(0)				
365 (618) [8800]									

LEGEND:
000 = AM Peak Approach Volume
(000) = PM Peak Approach Volume
[000] = ADT Volume (Estimate)

2021 EXISTING YEAR VOLUMES

APPROACH SPLITS:
SR 9: 100%
Site Dwy: 0%

570 (234) [7200]									
		(0)	(0)	(234)	(0)				
		0	0	570	0				
		Peds			WB Site Dwy				
0 (0) [0]	(0)	0	↔	2021 Intersection Daily Entering Volume (est): 7,200	↔	0	(0)	0 (0) [0]	
	(0)	0	↔		↔	0	(0)		
	(0)	0	↔		↔	0	(0)		
	(0)	0	↔		↔				
EB Site Dwy		0	299	0	0	NB SR 9			
		(0)	(465)	(0)	(0)				
299 (465) [7200]									

PEAK HR % TRUCKS:

EB	WB	NB	SB
0%	0%	0%	0%

2025 DESIGN YEAR VOLUMES

657 (314) [9000]									
		(0)	(51)	(263)	(0)				
		0	15	642	0				
		Peds			WB Site Dwy				
0 (0) [1200]	(0)	0	↔	2025 Intersection Daily Entering Volume (est): 10,050	↔	84	(56)	129 (86) [1100]	
	(0)	0	↔		↔	0	(0)		
	(0)	0	↔		↔	45	(30)		
	(0)	0	↔		↔				
EB Site Dwy		28	337	0	0	NB SR 9			
		(95)	(523)	(0)	(0)				
365 (618) [8800]									

Introduction: In 2005, SAFETEA-LU established the Highway Safety Improvement Program (HSIP) and mandated that each state prepare a Strategic Highway Safety Plan (SHSP) to prioritize safety funding investments. Intersections quickly became a common component of most states' SHSP emphasis areas and HSIP project lists, including Georgia's SHSP. Intersection Control Evaluation (ICE) policies and procedures represent a traceable and transparent procedure to streamline the evaluation of intersection control alternatives, and further leverage safety advancements for intersection improvements beyond just the safety program. Approximately one-third of all traffic fatalities and roughly seventy five percent of all traffic crashes in Georgia occur at or adjacent to intersections. Accordingly, the Georgia SHSP includes an emphasis on enhancing intersection safety to advance the *Toward Zero Deaths* vision embraced by the Georgia Governor's Office of Highway Safety (GOHS). This ICE tool was developed to support the ICE policy, developed and adopted to help ensure that intersection investments across the entire Georgia highway system are selected, prioritized and implemented with defensible benefits for safety towards those ends.

Tool Goal: The goal of this ICE tool is to provide a simplified and consistent way of importing traffic, safety, cost, environmental impact and stakeholder posture data to assess and quantify intersection control improvement benefits. The tool supports the ICE policy and procedures to provide traceability, transparency, consistency and accountability when identifying and selecting an intersection control solution that both meets project purpose and reflects overall best value in terms of specific performance-based criteria.

Requirements: An ICE is required for any intersection improvement (e.g. new or modified intersection, widening/reconstruction or corridor project, or work accomplished through a driveway or encroachment permit that affects an intersection) where: 1) the intersection includes at least one roadway designated as a State Route (State Highway System) or as part of the National Highway System; or 2) the intersection will be designed or constructed using State or Federal funding. In certain circumstances where an ICE would otherwise be required, the requirement may be waived based on appropriate evidence presented with a written request. (See the "Waiver" tab to review criteria that may make a project waiver eligible and for instructions to submit a waiver request to the Department). An ICE is not required when the proposed work does not include any changes to the intersection design, involves only routine traffic signal timing and equipment maintenance, or for driveway permits where the driveway is not a new leg to an already existing intersection on either 1) a divided, multi-lane highway with a closed median and only right-in/right-out access or 2) an undivided roadway where the development is not required to construct left and/or right turn lanes (as per the Driveway Manual and District Traffic Engineer).

Two-Stage Process: A complete ICE process consists of two (2) distinct stages, and it is expected that the respective level of effort for completing both stages of ICE will correspond to the magnitude and complexity of the intersection. Prior to starting an ICE, the District Traffic Engineer and/or State Traffic Engineer should be consulted for advice on an appropriate level of effort. The Stage 1 and Stage 2 ICE forms are designed minimize required data inputs using drop-down menu choices and limiting text entry. All fields shaded grey include drop down menu choices and all fields shaded blue require data entry. All other cells in the worksheet are locked.

Stage 1 Screening Decision Record: Stage 1 should be conducted early in the project development process and is intended to inform which alternatives are worthy of further evaluation in Stage 2. Stage 1 serves as a screening effort meant to eliminate non-competitive options and identify which alternatives merit further considerations based on their practical feasibility. Users should use good engineering judgement in responding to the seven policy questions by selecting "Yes" or "No" in the drop-down boxes. Alternatives should not be summarily eliminated without due consideration, and reasons for eliminating or advancing an alternative should be documented in the "Screening Decision Justification" column.

Stage 2 Alternative Selection Decision Record: Stage 2 involves a more detailed and familiar evaluation of the alternatives identified in Stage 1 in order to support the selection of a preferred alternative that may be advanced to detailed design. Stage 2 data entry may require the use of external analysis tools to determine costs, operations and/or safety data that, combined with environmental and stakeholder posture data, form the basis of the ICE evaluation. A separate "CostEst" worksheet tab helps users develop pre-planning-level cost estimates for each Stage 2 alternative evaluated, and a separate Users Guide has been prepared to give guidance on Stage 1 and Stage 2 data entry. Once all data is entered, each alternative is scored and ranked, with the results reported at the bottom of the Stage 2 worksheet to inform on the best of the intersection controls evaluated for project recommendation.

Documentation: A complete ICE document consists of the combination of the outputs from either a completed and signed waiver form or both Stage 1 and Stage 2 worksheets (along with supporting costing and/or environmental documentation), to be included in the approved project Concept Report (or equivalent) or as a stand-alone document.

GDOT PI #	n/a	<p>Note: Up to 5 alternatives may be selected and evaluated; Use this ICE Stage 1 to screen 5 or fewer alternatives to evaluate in Stage 2</p> <p style="font-size: small; text-align: center;"> <i>1. Does alternative address the project need in a balanced manner and in scale with the project?</i> <i>2. Does alternative improve safety performance in terms of reducing severe crashes?</i> <i>3. Does alternative incorporate safety, convenience and accessibility for pedestrians and/or bicyclists?</i> <i>4. Does alternative improve (or preserve) traffic operations (congestion, delay, reliability, etc.)?</i> <i>5. Does alternative appear feasible given the site characteristics, constraints & location context?</i> <i>6. Does alternative appear feasible with respect to other project factors?</i> <i>7. Overall feasible alternative (select alternative for further evaluation in Stage 2)?</i> </p>							
Project Location:	SR 9 @ Site Dwy								
Existing Control:	New Intersection or Other								
Prepared by:	KCI Technologies								
Date:	1/1/2022								
<p>Answer "Yes" or "No" to each policy question for each control type to identify which alternatives should be evaluated in the Stage 2 Decision Record; enter justification in the rightmost column</p>									
<p>Intersection Alternative (see "Intersections" tab for detailed description of intersection/interchange type)</p>		<p>Screening Decision Justification:</p>							
Unsignalized Intersections	Conventional (Minor Stop)	Yes	No	No	Yes	Yes	Yes	Yes	Proposed condition
	Conventional (All-Way Stop)	No	No	No	No	No	No	No	Not appropriate for SR 9 with 45mph speed limit
	Mini Roundabout	No	No	No	No	No	No	No	Not appropriate for SR 9 with 45mph speed limit
	Single Lane Roundabout	No	No	No	No	No	No	No	Driveway has less than 10% of intersection volume
	Multilane Roundabout	No	No	No	No	No	No	No	SR 9 is not a multi-lane highway
	RCUT (stop control)	No	No	No	No	No	No	No	SR 9 is a two-lane highway
	RIRO w/down stream U-Turn	No	No	No	No	No	No	No	No u-turn location available
	High-T (unsignalized)	No	No	No	No	No	No	No	No u-turn location available
	Offset-T Intersections	No	No	No	No	No	No	No	Does not fit geometry
	Diamond Interch (Stop Control)	No	No	No	No	No	No	No	Not an interchange
	Diamond Interch (RAB Control)	No	No	No	No	No	No	No	Not an interchange
	Add LT Lanes on Fulton Mill Rd No RT Lane Improvements	No	No	No	No	No	No	No	N/A
	Other unsignalized (provide description):	No	No	No	No	No	No	No	N/A
	Signalized Intersections	Traffic Signal	No	No	No	No	No	No	No
Median U-Turn (Indirect Left)		No	No	No	No	No	No	No	Does not meet signal warrants; not a traffic signal
RCUT (signalized)		No	No	No	No	No	No	No	Does not meet signal warrants; not a traffic signal
Displaced Left Turn (CFI)		No	No	No	No	No	No	No	Does not meet signal warrants; not a traffic signal
Continuous Green-T		No	No	No	No	No	No	No	Does not meet signal warrants; not a traffic signal
Jughandle		No	No	No	No	No	No	No	Does not meet signal warrants; not a traffic signal
Quadrant Roadway		No	No	No	No	No	No	No	Does not meet signal warrants; not a traffic signal
Diamond Interch (Signal Control)		No	No	No	No	No	No	No	Not an interchange
Diverging Diamond		No	No	No	No	No	No	No	Not an interchange
Single Point Interchange		No	No	No	No	No	No	No	Not an interchange
No LT Lane Improvements		No	No	No	No	No	No	No	N/A
No RT Lane Improvements		No	No	No	No	No	No	No	N/A
Other Signalized (provide description):	No	No	No	No	No	No	No	N/A	

☐ = Intersection type selected for more detailed analysis in Stage 2 Alternative Selection Decision Record



GDOT INTERSECTION CONTROL EVALUATION (ICE) WAIVER FORM

ICE Version 2.2 | Revised 12/01/2021

Waiver Request - Level 2 / 3

In certain circumstances where an ICE would otherwise be required, an ICE may be waived based on appropriate evidence presented with a written request. Scenarios in which an ICE waiver request may be considered include:

1. Proposed improvements do not substantially alter the character of the intersection, and are considered minor in nature, such as extending existing turn lane(s) or modifying signal phasing at an existing traffic signal
2. The intersection consists of a public roadway intersecting a divided, multilane roadway where the access will be limited to a closed median with only right-in/right-out access that will operate acceptably; or
3. The intersection is along an undivided, two-lane roadway that will not be widened and meets the following criteria:
 - Low risk in terms of exposure (total intersection entering volume less than 1,000 vehicles /day)
 - Latest 5 years of crash history is not indicative of a crash problem (no discernible crash patterns coupled with low crash frequency and severity)
 - Layout has no unusual or undesirable geometric features (such as restricted sight distance)
 - The proposed changes are not expected to adversely affect safety

If only one alternative is determined to be feasible from the ICE Stage 1, then a waiver may be submitted in lieu of completing ICE Stage 2. The waiver must clearly explain why there is no other feasible alternative. A Waiver Form should also be submitted to document an agreed upon decision to select a preferred alternative other than the highest scoring alternative in Stage 2.

ICE waiver forms with supporting documentation should be submitted for approval to the Office of Traffic Operations or District Engineer (depending on Waiver level). Questions regarding the waiver process should be routed to the State Traffic Engineer.

Project Information:
 Location: SR 9 @ Site Dwy
 County: Dawson
 GDOT District: 1 - Gainesville
 Area Type: Rural
 Existing Intersection Control: New Intersection or Other

GDOT PI # (or N/A): n/a
 Requested By: Developer
 Prepared By: KCI Technologies
 Date: 1/1/2022
 Waiver Request Type: Driveway Permit

Traffic and Operations Data:^{1,2}

Intersection meets signal/AWS warrants?	None	
Traffic Analysis Type:	Intersection Delay	
Existing Major Street Avg Daily Traffic (ADT):	6,835	
Existing Minor Street Avg Daily Traffic (ADT):	2,148	
Analysis Period:	AM Peak	PM Peak
2025 Opening Yr Peak Hour Intersection Delay:	22.2 sec	16.5 sec
2025 Opening Yr Peak Hour Intersection V/C:	0.29	0.19
2025 Design Yr Peak Hour Intersection Delay:	22.2 sec	16.5 sec
2025 Design Yr Peak Hour Intersection V/C:	0.29	0.19

Crash Data (Required): ³						
Crash Type	Crash Severity					
	K*	A*	B*	C*	O	
Crash Data: Enter most recent 5 years of crash data						
Angle	0	0	0	0	0	#DIV/0!
Head-On	0	0	0	0	0	#DIV/0!
Rear End	0	0	0	0	0	#DIV/0!
Sideswipe - same	0	0	0	0	0	#DIV/0!
Sideswipe - opposite	0	0	0	0	0	#DIV/0!
Not Collision w/Motor Veh	0	0	0	0	0	#DIV/0!
TOTALS:	0	0	0	0	0	0

* Number of crashes resulting in injuries / fatalities, not number of persons

Description of Work / Justification for Waiver (Required):	New proposed site driveway for 236 unit single-family home development; left-turn and right-turn deceleration lane proposed along SR 9; stop-control
Proposed Intersection Control:	Conventional (Minor Stop)

REQUESTED BY: Andrew Antweiler Date: 1/10/2022

Title: Consultant Traffic Engineer

APPROVED BY: _____ Date: _____

Name: _____

District Engineer or (Approved Delegate)

¹ Analysis data input on this worksheet is for proposed control & configuration on form, not the No-Build data shown on the top of Stage 2

² ADT's required if available (from data collected or nearest GDOT count station site); Capacity data optional unless needed to justify basis of the waiver request.

³ Crash data (required for all existing intersections) must be entered here independent from Stage 2 worksheet inputs (not linked)



MEMORANDUM



TO: Corey Gutherie, PE, Ensite Civil Consulting, LLC.

FROM: Andrew Antweiler, PE, PTOE, KCI Technologies, Inc.

DATE: February 8, 2022

RE: Coleman Tract – Additional Intersection Analysis at SR 9 at Perimeter Road/J C Burt Road

The purpose of this memorandum is to perform a traffic analysis to identify if any improvements are needed at the study intersection of SR 9 at Perimeter Road / J C Burt Road to mitigate current traffic operations or the traffic impacts associated with the proposed *Coleman Tract* residential development. The City of Dawsonville requested an evaluation of this additional intersection, with a focus on whether a SR 9 northbound right turn deceleration lane is warranted or not. A traffic impact study was previously completed for the Coleman Tract development, which proposes 236 detached single-family homes and primary access located on SR 9 south of the subject intersection.

At the intersection, SR 9 is the north-south oriented roadway, with both Perimeter Road and J C Burt Road being stop-control approaches. The side streets are slightly offset from each other. Additionally, all intersection approaches are one-lane (i.e. no additional turn lanes).

Intersection Traffic Volumes

An intersection turning movement count was collected at the intersection of SR 9 at Perimeter Road / J C Burt Road on Tuesday, January 25, 2022, during 7-9AM and 4-6PM periods. Dawson County public schools were in session. The traffic count data is included in Appendix A.

Future traffic volumes were developed by utilizing the same methodology discussed in the previously completed traffic impact study. A 3.0% per year growth rate to account for background traffic growth was applied to the year 2022 volumes to calculate the year 2025 No Build Conditions traffic volumes. The year 2025 Build Conditions traffic volumes include the traffic from the Coleman Tract development. Based on the traffic impact study, a directional distribution of 35% to/from the north along SR 9 was determined for the proposed development. At the subject intersection, it is estimated that 20% will continue north along SR 9 and 15% will turn onto Perimeter Road. The traffic volume calculations are indicated in the Intersection Volume Development table included in Appendix B.

The Coleman Tract development’s traffic volume impact to the study intersection is very low. **Table 1** summarizes the existing and expected future year intersection traffic volumes.

Table 1: Intersection Traffic Volumes													
Period	Condition	SR 9			SR 9			J C Burt Road			Perimeter Road		
		NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM Peak Hour	Existing	4	166	154	7	417	3	6	30	21	106	6	9
	No Build	4	181	168	8	456	3	7	33	23	116	7	10
	Build	4	207	187	8	465	3	7	33	23	122	7	10
PM Peak Hour	Existing	11	300	134	9	153	6	3	14	3	60	20	16
	No Build	12	328	146	10	167	7	3	15	3	66	22	17
	Build	12	345	159	10	196	7	3	15	3	88	22	17

Intersection Capacity Analysis

Capacity analysis was performed at the study intersection for Existing Conditions, No Build Conditions, and Build Conditions. **Table 2** summarizes the Level of Service (LOS) and average vehicle delay results for the stop-control approaches. Capacity analysis reports are included in Appendix C.

Table 3: Intersection Capacity / Level of Service					
Intersection	Intersection Control	Condition	Approach	AM Peak Hour LOS (Delay*)	PM Peak Hour LOS (Delay*)
SR 9 at Perimeter Road / J C Burt Road	Side-Street Stop-Control	Existing	Eastbound (J C Burt Road)	C (19)	B (14)
			Westbound (Perimeter Rd)	E (41)	C (16)
		No Build	Eastbound	C (22)	C (15)
			Westbound	F (67)	C (18)
		Build	Eastbound	C (23)	C (16)
			Westbound	F (94)	C (22)

*Average vehicle delay in seconds

The J C Burt Road approach is shown to operate at an acceptable LOS for all scenarios. The Perimeter Road approach is shown to operate with long average vehicle delay during the AM peak hour for all scenarios. Low level of service (i.e. LOS E or F) for stop-control approaches are not uncommon at major cross-streets. Several factors affect the controlled delay for unsignalized intersections, including the availability of gaps in the cross-street traffic and acceptable gap time to make the movement from the stop position. For stop-control intersections, LOS E and F exist when there are insufficient gaps in traffic, resulting in long delays. (Note: The threshold for LOS E is 35 seconds and for LOS F is 50 seconds.)

SR 9 Northbound Right-turn

The SR 9 northbound right turn movement is currently one of the higher volume movements at the intersection. GDOT does not provide specific criteria for when adding a right-turn deceleration lane at an intersection is required. GDOT does provide criteria when adding a right-turn deceleration lane is required at development driveways. If Perimeter Road was treated as a driveway, the existing year volume would exceed the threshold (AADT \geq 6,000 and 45-mph, is 75 right-turning vehicles a day). Additionally, the need for a northbound right-turn was evaluated based on national guidance in *NCHRP Report 457: Evaluating Intersection Improvements*. Based on the combination of right-turn volumes and main street volumes, the guidance states that traffic operations and safety would benefit from adding a dedicated right-turn lane.

The addition of a northbound right-turn lane would help intersection operations by decreasing delay in the Perimeter Road westbound approach by approximately 10 seconds in the AM peak hour for year 2022 existing conditions. In the year 2025 Build Conditions, the Perimeter Road westbound approach average delay would decrease by approximately 35 seconds (LOS F = 59 seconds).

Findings

The following findings are provided based on performing the traffic capacity analysis for Existing Conditions, No Build Conditions, and Build Conditions at the study intersection:

1. The Perimeter Road westbound approach is currently operating with approximately 41 seconds average vehicle delay during the AM peak hour.
2. In the future year 2025 No Build Conditions (without the development traffic), the westbound approach is expected to increase to approximately 67 seconds average vehicle delay during the AM peak hour.
3. In the future year 2025 Build Conditions (with the Coleman Road development traffic), the westbound approach is expected to increase to approximately 94 seconds average vehicle delay during the AM peak hour.
4. The addition of a northbound right-turn deceleration lane would improve traffic operations both with and without the development.
5. The proposed development is estimated to add approximately 19 (AM peak) and 13 (PM peak) northbound right-turning vehicles at the study intersection. The development trips are approximately 10% of the AM peak right-turn total volume and 8% of the PM peak right-turn total volume.

Appendixes:

- A. Raw Traffic Count Data
- B. Intersection Volume Development
- C. Capacity Analysis Reports

If there are any questions, please contact me.

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770-490-9526

Appendix A

Raw Traffic Count Data



[Click here for Map](#)

Peak Hour Turning Movement Count - Motorized Vehicles

Dawsonville, GA



Marr Traffic
DATA COLLECTION

www.marrtraffic.com

Tuesday, January 25, 2022	
Period	0700 - 0900
Peak Hour	0700 - 0800

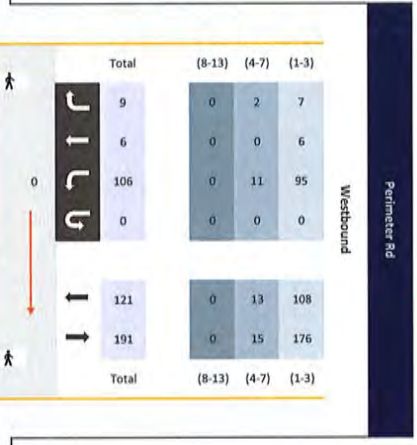
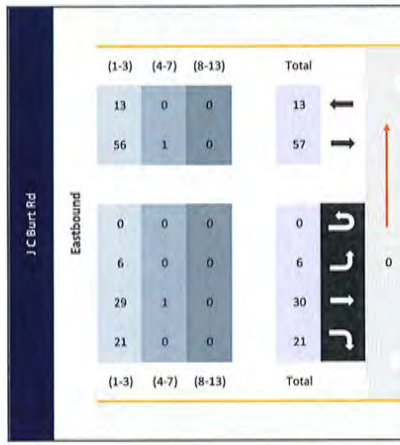
* the Peak Hour Diagram does not include Bikes

Session Parameters

(Drop Down Menu)

Peak Hour

Volume





[Click here for Map](#)

Peak Hour Turning Movement Count - Motorized Vehicles

Dawsonville, GA



Marr Traffic
DATA COLLECTION

www.marrtraffic.com

Tuesday, January 25, 2022	
Period	1600 - 1800
Peak Hour	1700 - 1800

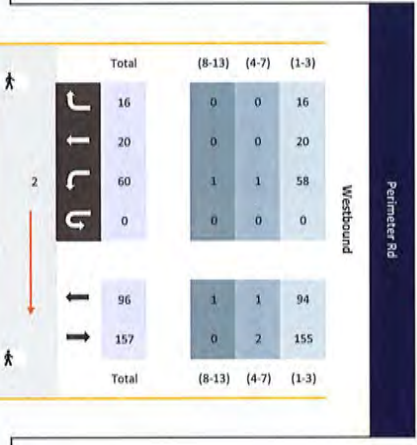
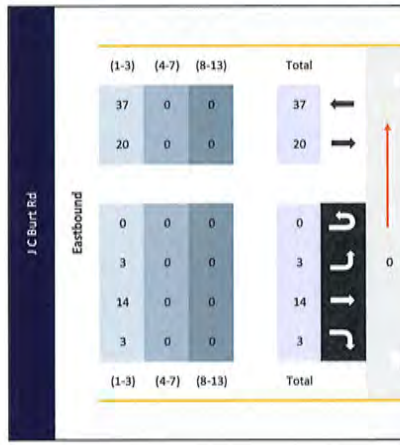
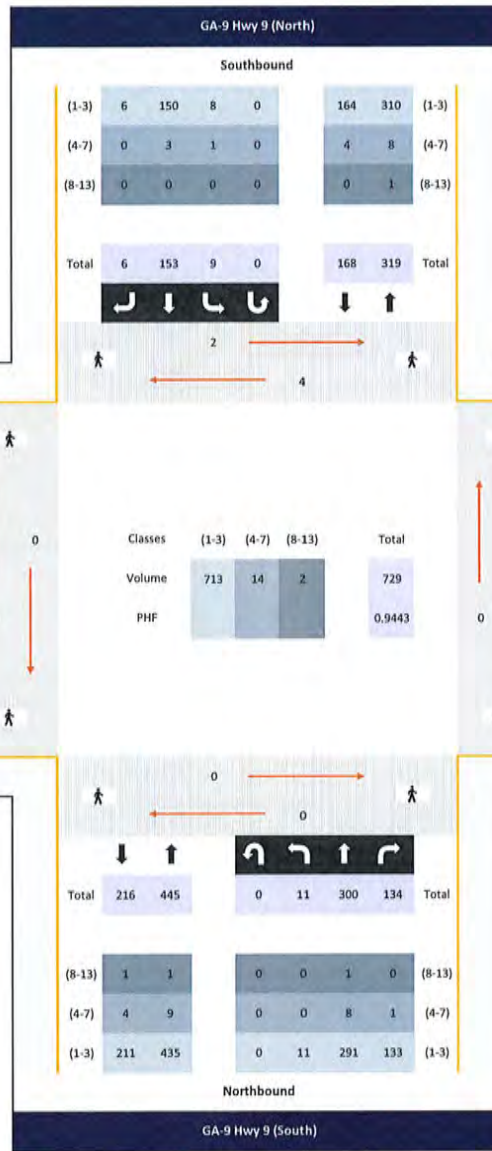
* the Peak Hour Diagram does not include Bikes

Session Parameters

(Drop Down Menu)

Peak Hour

Volume



Classified Turn Movement Count || All vehicles



www.marrtraffic.com

Dawsonville, GA

Site 1 of 1
 GA-9 Hwy 9 (South)
 GA-9 Hwy 9 (North)
 J C Burt Rd
 Perimeter Rd

Date
 Tuesday, January 25, 2022

Weather
 Cloudy
 52°F

Lat/Long
 34.408296°, -84.116770°

0700 - 0900 (Weekday 2h Session) (01-25-2022)

All vehicles

TIME	Northbound					Southbound					Eastbound					Westbound					Int Total
	GA-9 Hwy 9 (South)					GA-9 Hwy 9 (North)					J C Burt Rd					Perimeter Rd					
	Left	Thru	Right	U-Turn	App Total	Left	Thru	Right	U-Turn	App Total	Left	Thru	Right	U-Turn	App Total	Left	Thru	Right	U-Turn	App Total	
0700 - 0715	0	26	25	0	51	1	88	0	0	89	3	9	9	0	21	19	1	2	0	22	183
0715 - 0730	0	39	66	0	105	3	135	1	0	139	1	8	3	0	12	22	2	3	0	27	283
0730 - 0745	1	48	36	0	85	2	124	2	0	128	1	9	6	0	16	36	0	2	0	38	267
0745 - 0800	3	53	27	0	83	1	70	0	0	71	1	4	3	0	8	29	3	2	0	34	196
Hourly Total	4	166	154	0	324	7	417	3	0	427	6	30	21	0	57	106	6	9	0	121	929
0800 - 0815	2	40	12	0	54	4	68	1	0	73	4	5	1	0	10	19	5	3	0	27	164
0815 - 0830	0	21	9	0	30	0	46	0	0	46	1	1	3	0	5	15	2	3	0	20	101
0830 - 0845	1	24	11	0	36	5	27	1	0	33	0	4	1	0	5	10	0	2	0	12	86
0845 - 0900	1	26	9	0	36	1	28	1	0	30	0	8	0	0	8	9	1	3	0	13	87
Hourly Total	4	111	41	0	156	10	169	3	0	182	5	18	5	0	28	53	8	11	0	72	438
Grand Total	8	277	195	0	480	17	586	6	0	609	11	48	26	0	85	159	14	20	0	193	1367
Approach %	1.67	57.71	40.63	0.00	-	2.79	96.22	0.99	0.00	-	12.94	56.47	30.59	0.00	-	82.38	7.25	10.36	0.00	-	
Intersection %	0.59	20.26	14.26	0.00	35.11	1.24	42.87	0.44	0.00	44.55	0.80	3.51	1.90	0.00	6.22	11.63	1.02	1.46	0.00	14.12	
PHF	0.33	0.78	0.58	0.00	0.77	0.58	0.77	0.38	0.00	0.77	0.50	0.83	0.58	0.00	0.68	0.74	0.50	0.75	0.00	0.80	0.82

1600 - 1800 (Weekday 2h Session) (01-25-2022)

All vehicles

TIME	Northbound					Southbound					Eastbound					Westbound					Int Total
	GA-9 Hwy 9 (South)					GA-9 Hwy 9 (North)					J C Burt Rd					Perimeter Rd					
	Left	Thru	Right	U-Turn	App Total	Left	Thru	Right	U-Turn	App Total	Left	Thru	Right	U-Turn	App Total	Left	Thru	Right	U-Turn	App Total	
1600 - 1615	1	61	21	0	83	3	32	3	0	38	0	2	2	0	4	9	3	4	0	16	141
1615 - 1630	5	65	23	0	93	3	42	0	0	45	2	2	2	0	6	10	4	4	0	18	162
1630 - 1645	3	61	17	0	81	2	32	1	0	35	0	3	4	0	7	15	2	8	0	25	148
1645 - 1700	1	78	17	0	96	8	40	1	0	49	0	1	1	0	2	13	9	0	0	22	169
Hourly Total	10	265	78	0	353	16	146	5	0	167	2	8	9	0	19	47	18	16	0	81	620
1700 - 1715	3	71	30	0	104	3	44	1	0	48	0	5	1	0	6	16	7	0	0	23	181
1715 - 1730	3	69	28	0	100	3	38	3	0	44	1	4	0	0	5	14	6	5	0	25	174
1730 - 1745	4	85	34	0	123	0	40	0	0	40	1	2	0	0	3	15	4	8	0	27	193
1745 - 1800	1	75	42	0	118	3	31	2	0	36	1	3	2	0	6	15	3	3	0	21	181
Hourly Total	11	300	134	0	445	9	153	6	0	168	3	14	3	0	20	60	20	16	0	96	729
Grand Total	21	565	212	0	798	25	299	11	0	335	5	22	12	0	39	107	38	32	0	177	1349
Approach %	2.63	70.80	26.57	0.00	-	7.46	89.25	3.28	0.00	-	12.82	56.41	30.77	0.00	-	60.45	21.47	18.08	0.00	-	
Intersection %	1.56	41.88	15.72	0.00	59.15	1.85	22.16	0.82	0.00	24.83	0.37	1.63	0.89	0.00	2.89	7.93	2.82	2.37	0.00	13.12	
PHF	0.69	0.88	0.80	0.00	0.90	0.75	0.87	0.50	0.00	0.88	0.75	0.70	0.38	0.00	0.83	0.94	0.71	0.50	0.00	0.89	0.94

Appendix B

Intersection Volume Development

Traffic Impact Study
Coleman Tract Development
Intersection Traffic Volumes

Intersection: SR 9 at Perimeter Road / J C Burt Road

A.M. PEAK HOUR

Condition	SR 9 Northbound				SR 9 Southbound				J C Burt Road Eastbound			Perimeter Road Westbound		
	U-turn	L	T	R	U-turn	L	T	R	L	T	R	L	T	R
Existing Volumes (2022)		4	166	154		7	417	3	6	30	21	106	6	9
Annual Growth Rate	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Growth Factor	1.093	1.093	1.093	1.093	1.093	1.093	1.093	1.093	1.093	1.093	1.093	1.093	1.093	1.093
Base Condition (2025)	0	4	181	168	0	8	456	3	7	33	23	116	7	10
Project Trips:														
Trip Distribution IN							20%						15%	
Trip Distribution OUT			20%	15%										
Residential Trips	0	0	26	19	0	0	9	0	0	0	0	6	0	0
Total Project Trips	0	0	26	19	0	0	9	0	0	0	0	6	0	0
Buildout Total (2025)	0	4	207	187	0	8	465	3	7	33	23	122	7	10

P.M. PEAK HOUR

Condition	SR 9 Northbound				SR 9 Southbound				J C Burt Road Eastbound			Perimeter Road Westbound		
	U-turn	L	T	R	U-turn	L	T	R	L	T	R	L	T	R
Existing Volumes (2022)		11	300	134		9	153	6	3	14	3	60	20	16
Annual Growth Rate	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Growth Factor	1.093	1.093	1.093	1.093	1.093	1.093	1.093	1.093	1.093	1.093	1.093	1.093	1.093	1.093
Base Condition (2025)	0	12	328	146	0	10	167	7	3	15	3	66	22	17
Project Trips:														
Trip Distribution IN							20%						15%	
Trip Distribution OUT			20%	15%										
Residential Trips	0	0	17	13	0	0	29	0	0	0	0	22	0	0
Total Project Trips	0	0	17	13	0	0	29	0	0	0	0	22	0	0
Buildout Total (2025)	0	12	345	159	0	10	196	7	3	15	3	88	22	17

Appendix C

Capacity Analysis Reports

HCM 6th TWSC
1: SR 9 & J C Burt Rd/Perimeter Rd

AM Peak Hour
Existing 2022

Intersection												
Int Delay, s/veh	6.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	6	30	21	106	6	9	4	166	154	7	417	3
Future Vol, veh/h	6	30	21	106	6	9	4	166	154	7	417	3
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	82	82	82	82	82	82	82	82	82	82	82	82
Heavy Vehicles, %	2	2	2	6	6	6	9	9	9	3	3	3
Mvmt Flow	7	37	26	129	7	11	5	202	188	9	509	4

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	844	929	511	867	837	296	513	0	0	390	0	0
Stage 1	529	529	-	306	306	-	-	-	-	-	-	-
Stage 2	315	400	-	561	531	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.16	6.56	6.26	4.19	-	-	4.13	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.16	5.56	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.16	5.56	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.554	4.054	3.354	2.281	-	-	2.227	-	-
Pot Cap-1 Maneuver	283	268	563	269	298	734	1018	-	-	1163	-	-
Stage 1	533	527	-	695	654	-	-	-	-	-	-	-
Stage 2	696	602	-	505	520	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	270	263	563	226	293	734	1018	-	-	1163	-	-
Mov Cap-2 Maneuver	270	263	-	226	293	-	-	-	-	-	-	-
Stage 1	530	521	-	691	650	-	-	-	-	-	-	-
Stage 2	674	598	-	443	514	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	18.9	41	0.1	0.1
HCM LOS	C	E		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1018	-	-	328	241	1163	-	-
HCM Lane V/C Ratio	0.005	-	-	0.212	0.612	0.007	-	-
HCM Control Delay (s)	8.6	0	-	18.9	41	8.1	0	-
HCM Lane LOS	A	A	-	C	E	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.8	3.6	0	-	-

Intersection												
Int Delay, s/veh	2.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	3	14	3	60	20	16	11	300	134	9	153	6
Future Vol, veh/h	3	14	3	60	20	16	11	300	134	9	153	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	0	0	0	2	2	2	2	2	2	2	2	2
Mvmt Flow	3	15	3	64	21	17	12	319	143	10	163	6

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	620	672	166	610	604	391	169	0	0	462	0	0
Stage 1	186	186	-	415	415	-	-	-	-	-	-	-
Stage 2	434	486	-	195	189	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.2	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	403	380	884	407	412	658	1409	-	-	1099	-	-
Stage 1	820	750	-	615	592	-	-	-	-	-	-	-
Stage 2	604	554	-	807	744	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	370	372	884	387	403	658	1409	-	-	1099	-	-
Mov Cap-2 Maneuver	370	372	-	387	403	-	-	-	-	-	-	-
Stage 1	810	743	-	608	585	-	-	-	-	-	-	-
Stage 2	560	547	-	780	737	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	14.3		16.3		0.2		0.4	
HCM LOS	B		C					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1409	-	-	407	419	1099	-	-
HCM Lane V/C Ratio	0.008	-	-	0.052	0.244	0.009	-	-
HCM Control Delay (s)	7.6	0	-	14.3	16.3	8.3	0	-
HCM Lane LOS	A	A	-	B	C	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.2	0.9	0	-	-

Intersection												
Int Delay, s/veh	10.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	7	33	23	116	7	10	4	181	168	8	456	3
Future Vol, veh/h	7	33	23	116	7	10	4	181	168	8	456	3
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	82	82	82	82	82	82	82	82	82	82	82	82
Heavy Vehicles, %	2	2	2	6	6	6	9	9	9	3	3	3
Mvmt Flow	9	40	28	141	9	12	5	221	205	10	556	4

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	922	1014	558	946	914	324	560	0	0	426	0	0
Stage 1	578	578	-	334	334	-	-	-	-	-	-	-
Stage 2	344	436	-	612	580	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.16	6.56	6.26	4.19	-	-	4.13	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.16	5.56	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.16	5.56	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.554	4.054	3.354	2.281	-	-	2.227	-	-
Pot Cap-1 Maneuver	251	239	529	237	269	708	977	-	-	1128	-	-
Stage 1	501	501	-	671	636	-	-	-	-	-	-	-
Stage 2	671	580	-	474	494	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	237	234	529	192	264	708	977	-	-	1128	-	-
Mov Cap-2 Maneuver	237	234	-	192	264	-	-	-	-	-	-	-
Stage 1	497	494	-	666	632	-	-	-	-	-	-	-
Stage 2	646	576	-	407	488	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	21.5	66.7	0.1	0.1
HCM LOS	C	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	977	-	-	294	206	1128	-	-
HCM Lane V/C Ratio	0.005	-	-	0.261	0.787	0.009	-	-
HCM Control Delay (s)	8.7	0	-	21.5	66.7	8.2	0	-
HCM Lane LOS	A	A	-	C	F	A	A	-
HCM 95th %tile Q(veh)	0	-	-	1	5.5	0	-	-

HCM 6th TWSC
1: SR 9 & J C Burt Rd/Perimeter Rd

PM Peak Hour
No Build 2025

Intersection												
Int Delay, s/veh	3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	3	15	3	66	22	17	12	328	146	10	167	7
Future Vol, veh/h	3	15	3	66	22	17	12	328	146	10	167	7
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	0	0	0	2	2	2	2	2	2	2	2	2
Mvmt Flow	3	16	3	70	23	18	13	349	155	11	178	7

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	677	734	182	666	660	427	185	0	0	504	0	0
Stage 1	204	204	-	453	453	-	-	-	-	-	-	-
Stage 2	473	530	-	213	207	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.2	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	369	350	866	373	383	628	1390	-	-	1061	-	-
Stage 1	803	737	-	586	570	-	-	-	-	-	-	-
Stage 2	576	530	-	789	731	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	335	341	866	352	373	628	1390	-	-	1061	-	-
Mov Cap-2 Maneuver	335	341	-	352	373	-	-	-	-	-	-	-
Stage 1	793	728	-	578	563	-	-	-	-	-	-	-
Stage 2	529	523	-	760	722	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	15.3		18.2		0.2		0.5	
HCM LOS	C		C					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1390	-	-	372	384	1061	-	-
HCM Lane V/C Ratio	0.009	-	-	0.06	0.291	0.01	-	-
HCM Control Delay (s)	7.6	0	-	15.3	18.2	8.4	0	-
HCM Lane LOS	A	A	-	C	C	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.2	1.2	0	-	-

Intersection												
Int Delay, s/veh	13.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	7	33	23	122	7	10	4	207	187	8	465	3
Future Vol, veh/h	7	33	23	122	7	10	4	207	187	8	465	3
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	82	82	82	82	82	82	82	82	82	82	82	82
Heavy Vehicles, %	2	2	2	6	6	6	9	9	9	3	3	3
Mvmt Flow	9	40	28	149	9	12	5	252	228	10	567	4

Major/Minor	Minor2		Minor1		Major1			Major2				
Conflicting Flow All	976	1079	569	999	967	366	571	0	0	480	0	0
Stage 1	589	589	-	376	376	-	-	-	-	-	-	-
Stage 2	387	490	-	623	591	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.16	6.56	6.26	4.19	-	-	4.13	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.16	5.56	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.16	5.56	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.554	4.054	3.354	2.281	-	-	2.227	-	-
Pot Cap-1 Maneuver	230	218	522	218	250	670	968	-	-	1077	-	-
Stage 1	494	495	-	637	609	-	-	-	-	-	-	-
Stage 2	637	549	-	467	488	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	216	213	522	174	245	670	968	-	-	1077	-	-
Mov Cap-2 Maneuver	216	213	-	174	245	-	-	-	-	-	-	-
Stage 1	491	488	-	633	605	-	-	-	-	-	-	-
Stage 2	612	545	-	400	481	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	23.4	94.3	0.1	0.1
HCM LOS	C	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	968	-	-	272	187	1077	-	-
HCM Lane V/C Ratio	0.005	-	-	0.282	0.906	0.009	-	-
HCM Control Delay (s)	8.7	0	-	23.4	94.3	8.4	0	-
HCM Lane LOS	A	A	-	C	F	A	A	-
HCM 95th %tile Q(veh)	0	-	-	1.1	7	0	-	-

Intersection												
Int Delay, s/veh	3.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	3	15	3	88	22	17	12	345	159	10	196	7
Future Vol, veh/h	3	15	3	88	22	17	12	345	159	10	196	7
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	0	0	0	2	2	2	2	2	2	2	2	2
Mvmt Flow	3	16	3	94	23	18	13	367	169	11	209	7

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	733	797	213	722	716	452	216	0	0	536	0	0
Stage 1	235	235	-	478	478	-	-	-	-	-	-	-
Stage 2	498	562	-	244	238	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.2	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	339	322	832	342	356	608	1354	-	-	1032	-	-
Stage 1	773	714	-	568	556	-	-	-	-	-	-	-
Stage 2	558	513	-	760	708	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	306	314	832	321	347	608	1354	-	-	1032	-	-
Mov Cap-2 Maneuver	306	314	-	321	347	-	-	-	-	-	-	-
Stage 1	762	705	-	560	548	-	-	-	-	-	-	-
Stage 2	511	506	-	731	700	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	16.2		21.8		0.2		0.4	
HCM LOS	C		C					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1354	-	-	343	347	1032	-	-
HCM Lane V/C Ratio	0.009	-	-	0.065	0.389	0.01	-	-
HCM Control Delay (s)	7.7	0	-	16.2	21.8	8.5	0	-
HCM Lane LOS	A	A	-	C	C	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.2	1.8	0	-	-



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 14

SUBJECT: HPMA C2200124

CITY COUNCIL MEETING DATE: March 7, 2022

PURPOSE FOR REQUEST: **Public Hearing**

Historic Preservation Map amendment application requires a public hearing before approval.

HISTORY/ FACTS / ISSUES:

1. Applicant is requesting to amend the Historic Preservation Map TMP 092B 021.
2. TMP 092B 021 parcel consist of 21.63 acres.
3. TMP 092B 021 in compass's 4+/- acres within the Historic Preservation District.
4. TMP 092B 021 is currently zoned R3 (Single Family Residential District).
5. Chapter 104 Article II Sec. 104-21(d)(1)d: The Preservation Commission can recommend to the City Council that the designation of any district, site, building, structure or object as a historic property or as a historic district be revoked or removed.
6. Chapter 104 Article II Sec. 104-27: Boundaries and map of Historic district shall be amended and maintained from time to time.
7. Historic Preservation Commission approved the elimination of a portion of the Historic District on TMP 092B 021 from the northern Right of Way of Harry Melling and Tucker Avenue intersection extending to the western boundary abutting TMP D01 001 on 2/28/2022 without conditions.

OPTIONS:

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

REQUESTED BY: David Picklesimer

Planning and Zoning
415 Highway 53 E. Suite 100
Dawsonville, Georgia 30534



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

Date: 3/1/2022

To: Mayor and Council

Reference: HPMA C2200124 Planning and Zoning Department Summary

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

1. Applicant is requesting to amend the Historic Preservation Map TMP 092B 021.
2. TMP 092B 021 parcel consist of 21.63 acres.
3. TMP 092B 021 in compass's 4+/- acres within the Historic Preservation District.
4. TMP 092B 021 is currently zoned R3 (Single Family Residential District).
5. Chapter 104 Article II Sec. 104-21(d)(1)d: The Preservation Commission can recommend to the City Council that the designation of any district, site, building, structure or object as a historic property or as a historic district be revoked or removed.
6. Chapter 104 Article II Sec. 104-27: Boundaries and map of Historic district shall be amended and maintained from time to time.
7. Historic Preservation Commission approved the elimination of a portion of the Historic District on TMP 092B 021 from the northern Right of Way of Harry Melling and Tucker Avenue intersection extending to the western boundary abutting TMP D01 001 on 2/28/2022 without conditions.



David Picklesimer
Planning Director



City of Dawsonville
 415 Highway 53 East, Suite 100
 Dawsonville, Georgia 30534
 Phone: (706)265-3256
www.dawsonville-ga.gov

**Application for
 Historic Preservation MAP**
 HPMA - C2200124

Under the City of Dawsonville Historic Preservation Ordinance

All items must be completed. Mark "NA" if "Not Applicable". If additional space is needed, attach more pages.

DESIGNATED PROPERTY

Parcel #: 092 B021 Zoning: IR3 Acreage: 4.0 Acres
 Address: ~~2599 Howser Mill Rd~~ City: Dawsonville Zip: 30534

OWNER

Name: Allen Street Properties LLC Phone #: 678-570-0469
 Mailing Address: 2599 Howser Mill Rd City: Dawsonville Zip: 30534

PERSON FILING APPLICATION, IF OTHER THAN OWNER

Name: Michael K Turner Phone #: 678-570-0469
 Mailing Address: 1090 Oakbela Dr City: Roswell Zip: 30075

BUILDING DATA

Original Date Built/Constructed or Era: no buildings existing

ORIGINAL USE

- Single-Family Residential
- Multi-Family Residential
- Office
- Commercial/Retail n/a
- Industrial
- Institutional

CURRENT USE

- Single-Family Residential
- Multi-Family Residential
- Office
- Commercial/Retail n/a
- Industrial
- Institutional
- Vacant

Please see attached letter and parcel map

TYPE OF WORK

- Exterior Alteration2
- Demolition
- New Construction n/a
- Relocation
- Other: _____

SUBMISSION OF PLANS:

- Drawings n/a
- Pictures/Photos
- Proposed Plans/Documentation

Proposed Starting Date: _____ Date of Completion: _____

(A Certificate of Appropriateness shall become void unless construction is commenced within six (6) months of the issuance date.)

Include: Detailed Letter of Intent

Signature: [Signature] Date: 12/22/2021

Office Use: _____ Project # HPMA C2200124 Certificate # _____

Application Received: 12/22/2021 Advertised: 01.26.2022

Planning Commission Date: 2/28/2022 Approved: **YES NO OTHER:** _____

HPC

December 10, 2021

Historic Preservation Commission

Dawsonville City Hall

415 Highway 53 E, Suite 100

Dawsonville, GA 30534

To Whom It May Concern;

Allen Street Properties, LLC request that the HPC overlay be removed on tax map parcels 092B021 and ~~092B024~~ (please see the attached plat). We have several reasons why we think this is an appropriate request.

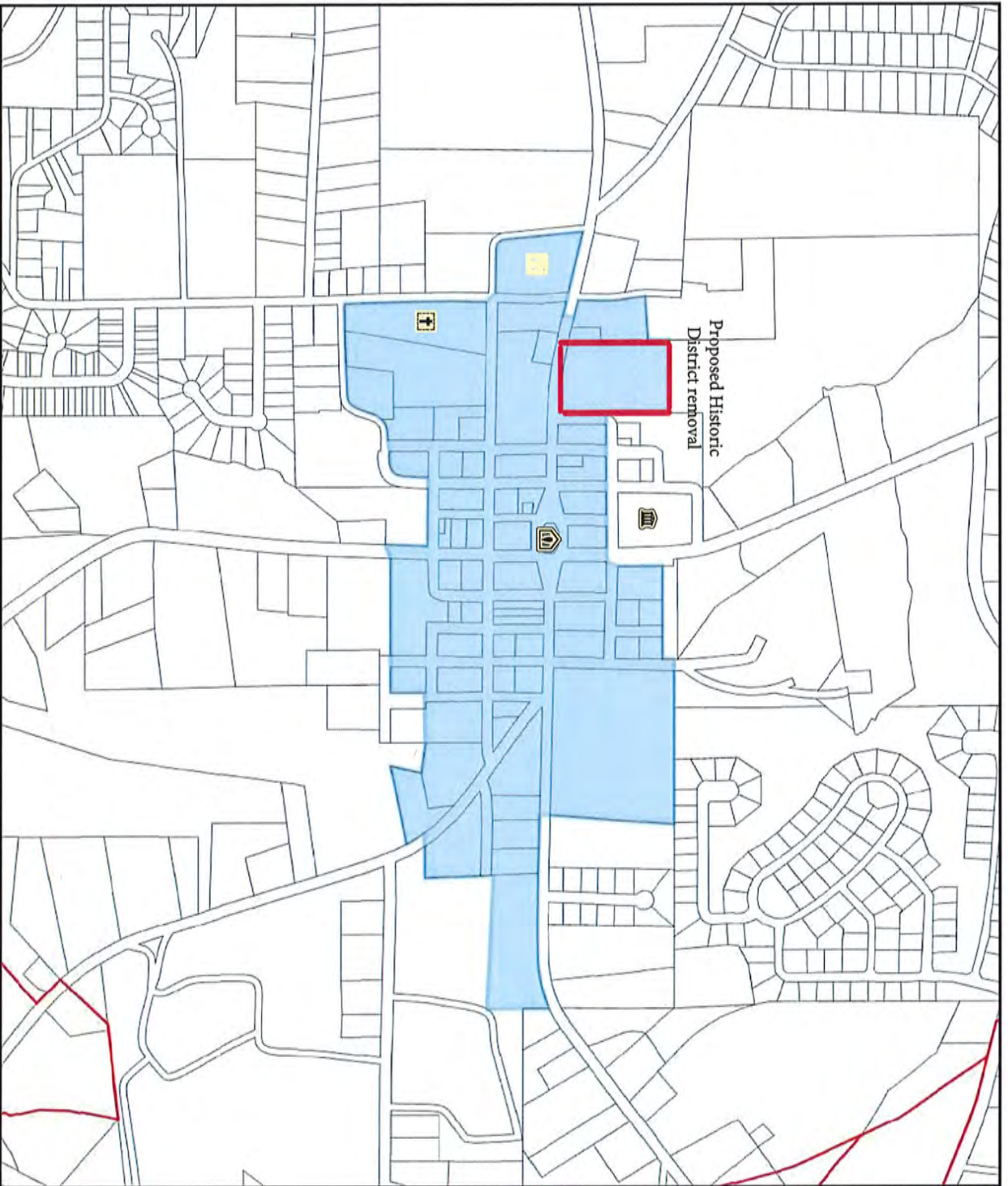
1. There are no existing buildings on either one of these parcels.
2. These parcels equal approximately 40 acres in size and the HPC overlay represents approximately two acres of the 40 acres.
3. This property is currently zoned ~~R4~~/R3 which is residential single family zoning. Approximately 110 new, single family homes will be constructed on this property. Only four or five lots will be covered by the HPC overlay. None of these new homes will face existing streets. A new street will be constructed within this property which these 4 or 5 homes will face. Also, there will be an out parcel which will be approximately one acre for commercial use. The entrance to this commercial use building will face this new internal street. This outparcel has not been rezoned as of yet (from R3 to commercial use). We intend to take this rezoning request through the normal planning and zoning process.

In summary, Allen Street Properties, LLC respectfully requests the HPC overlay on the above mentioned property be removed. We believe this small area of HPC overlay causes an undue hardship and will change the consistency in the homes of this community. We believe this will not be a detriment to the HPC because these homes will not face an existing street.

In a recent conversation with David Picklesimer we were advised to follow this course of action.






Thank you for your consideration in this matter.

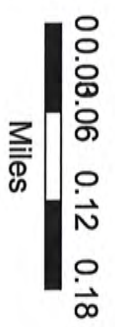
If you should have questions or concerns please contact Michael Turner at allenstreetproperties@gmail.com or 678-570-0469.

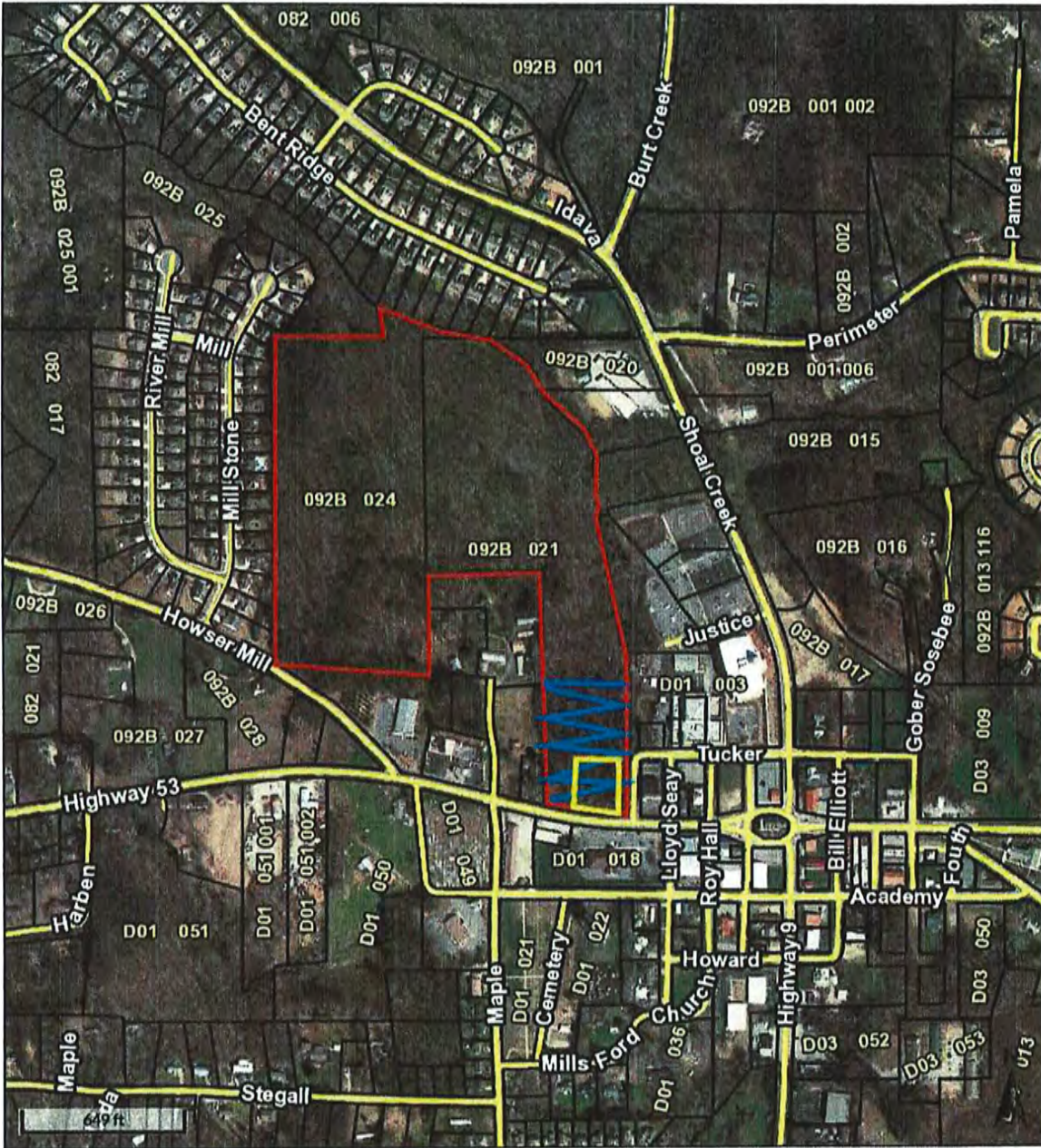


Historic Resources Dawsonville, GA



-  Cemetery
-  County Courthouse
-  Historic Courthouse
-  Historic District
-  City Limit Boundary





Overview



Legend



Date created: 12/13/2021
Last Data Uploaded: 12/10/2021 10:52:44 PM

Developed by  Schneider
GEOSPATIAL

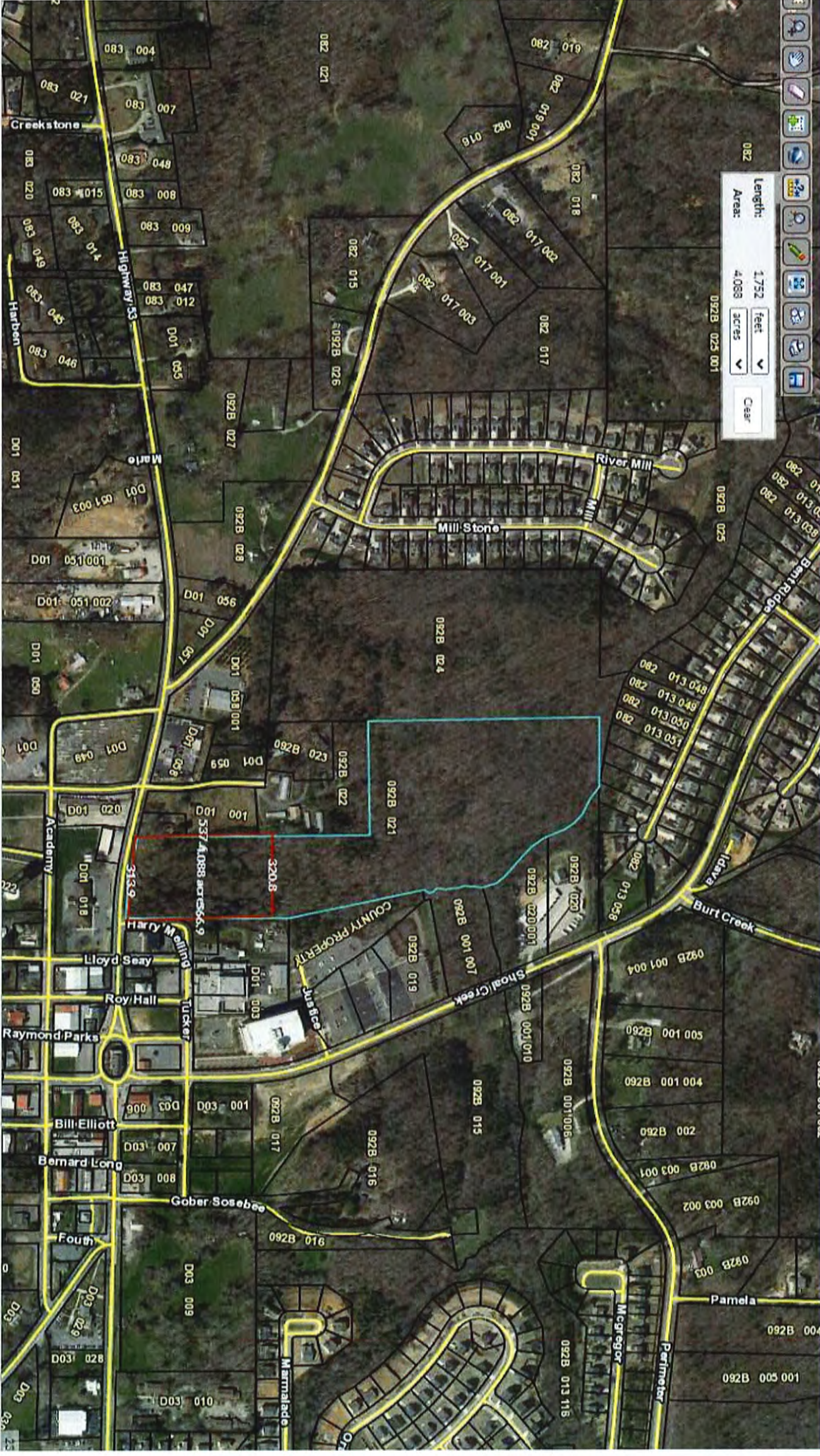
on County, GA

- Sales List
- Results
- Sales Results
- Comp Search
- Comp Results
- Report
- Tax Estimator
- More

Length: 1.752 Feet
Area: 4.088 Acres

092B 023 001

Clear



Planning and Zoning
415 Highway 53 E. Suite 100
Dawsonville, Georgia 30534



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

Date: 1/20/2022

To: Historic Preservation Commission

Reference: HPMA C2200124 Planning and Zoning Department Summary

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

1. Applicant is requesting to amend the Historic Preservation Map TMP 092B 021.
2. TMP 092B 021 parcel consist of 21.63 acres.
3. TMP 092B 021 in compass's 4+/- acres within the Historic Preservation District.
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David Picklesimer
Planning Director