

AGENDA
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, August 1, 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 July 18, 2022
 - b. Approve to Ratify Lease for Dawsonville Moonshine Distillery

BUSINESS

8. APPEAL-C2200182: Aero Group Racing of Georgia has petitioned to appeal Planning Commission denial of VAR-C2200169. Applicant is requesting to eliminate the 20' foot buffer along the east side of the property line for TMP 070 050, 070 004, 069 036, 069 037 adjoining TMP 070 049 001; Located at 612 Duck Thurmond Road. Public Hearing: City Council on July 18, 2022. – Tabled to August 1, 2022; **Received Notice to Withdraw Request on 07/27/2022**
9. Ordinance #04-2022: An Ordinance By The City Of Dawsonville To Amend Its Development Regulations; To Address Buffers; To Provide For An Effective Date; To Provide For Severability; And For Other Purposes (First Reading: August 1, 2022; Public Hearing, Second Reading and Consideration to Adopt: August 15, 2022)
10. Standard Specifications for Roadway and Drainage Systems Amendment
11. Impact Fee Study
12. Appalachian Regional Commission (ARC) Grant Funds
13. Development Standards Concerning Private Airfields and Heliports

EXECUTIVE SESSION, IF NEEDED

ADJOURNMENT

The next scheduled City Council meeting is Monday, August 15, 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: 08/1/2022

PURPOSE FOR REQUEST:

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

- a. Approve Minutes
 - Regular Meeting held July 18, 2022
 - b. Approve to Ratify Lease for Dawsonville Moonshine Distillery
-



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7a

SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 08/01/2022

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 JULY 18, 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, July 18, 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, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utilities Operation Manager Jacob Barr, Finance Administrator Robin Gazaway and Planning and Zoning Admin Stacy Harris.

Councilmember Illg was not present.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Phillips.
4. **ANNOUNCEMENTS:** Mayor Eason announced the Farmer's Market is open on Wednesday afternoons and Saturday mornings through October. Family Connection will host a Family Fair on July 29, 2022 at Main Street Park; all provided at no charge. He also announced Main Street Park has added nine holes of disc golf.
5. **APPROVAL OF THE AGENDA:** Motion to amend the agenda to add item #17 Cook Properties to the agenda made by C. Phillips; second by M. French. Vote carried unanimously in favor.

Motion to approve the agenda as amended made by M. French; second by J. Walden. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** None
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a,b) made by J. Walden; second by C. Phillips. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting and Work Session held June 20, 2022
 - Executive Session held June 20, 2022
 - b. Approve Master Meter End User License Agreement
8. **EMPLOYEE RECOGNITION:** The Mayor and Council presented the June 2022 Employee of the Month award to John Tatum and the Employee of the Second Quarter award was presented to Steven McNeal. David Schuette was recognized for his one year service award and David Picklesimer (absent) was recognized for his three years of service with the City.

The Mayor and Council also presented Jim Guy, Marc Banister and Beverly Banister with a certificate of appreciation for their contribution to the development of the nine-hole disc golf course.

PUBLIC HEARING

9. **APPEAL-C2200182:** Aero Group Racing of Georgia has petitioned to appeal Planning Commission denial of VAR-C2200169. Applicant is requesting to eliminate the 20' foot buffer along the east side of the property line for TMP 070 050, 070 004, 069 036, 069 037 adjoining TMP 070 049 001; Located at 612 Duck Thurmond Road. Public Hearing: City Council on July 18, 2022.

Stacy Harris read the request for the appeal. Motion to open the public hearing made by C. Phillips; second by M. French. Vote carried unanimously in favor. Mayor Eason conducted the public hearing. The following person spoke in favor of the request:

- Brian Nicholson, 4020 Morgan Road, Tucker, GA – He spoke on behalf of the owners of the property and stated they are requesting the twenty foot buffer requirement be removed in order to have a view of the racetrack. He also noted they already have a forty-foot buffer on one side due to the stipulation made when the property was annexed into the City.

No one spoke in opposition of the request.

Motion to close the public hearing made by M. French; second by J. Walden. Vote carried unanimously in favor.

MINUTES
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers on 2nd Floor
Monday, July 18, 2022
5:00 P.M.

Motion to table the item to the August 1, 2022 City Council meeting made by M. French; second by C. Phillips. Vote carried unanimously in favor.

BUSINESS

- 10. ANX-C2200161:** Dustin Gillespie has petitioned to annex into the city limits of Dawsonville the 1.04 acre tract known as TMP 090 099, Located at 544 Gold Bullion Drive W, with a County Zoning of RPC (Residential Planned Community) to City Zoning RPC (Residential Planned Community). Public Hearing Dates: Planning Commission on June 13, 2022, and City Council on June 20, 2022. City Council for a decision on July 18, 2022.

Motion to approve ANX-C2200161 as presented made by M. French; second by C. Phillips. Vote carried unanimously in favor. (Exhibit "A")

- 11. ANX-C2200162:** Ryan and Jessica Disharoon have petitioned to annex into the city limits of Dawsonville the 2.36 acre tract known as TMP 090 107 and 090 104, Located at 446 Gold Bullion Drive W, with a County Zoning of RPC (Residential Planned Community) to City Zoning RPC (Residential Planned Community). Public Hearing Dates: Planning Commission on June 13, 2022, and City Council on June 20, 2022. City Council for a decision on July 18, 2022.

Motion to approve ANX-C2200162 as presented made by M. French; second by C. Phillips. Vote carried unanimously in favor. (Exhibit "B")

- 12. ANX-C2200170:** B&K Turner Family, LLP has petitioned to annex into the city limits of Dawsonville the 35.31 acre tract known as TMP 083 025, Located at Land Lot 584, 4th District, Section 1, with a County Zoning of RA (Residential Agricultural/Residential Exurban) to City Zoning AP (Annexed Property District). Public Hearing Dates: Planning Commission on June 13, 2022, and City Council on June 20, 2022. City Council for a decision on July 18, 2022.

Motion to table ANX-C2200170 indefinitely made by M. French; second by J. Walden. Vote carried unanimously in favor.

WORK SESSION

- 13. APPLICATION FOR LEASE AT CITY HALL PROPERTY:** Cheryl Wood, owner of the Dawsonville Moonshine Distillery, had previously requested to terminate her lease early since she was in the process of selling her business; City Council approved the early termination (July 31, 2022) on June 20, 2022. Since then, the sale of the business did not go through and she is now requesting to have her lease reinstated. Mayor Eason stated a new lease will need to be drafted and spoke of some additional conditions that will be included. Attorney Tallant agreed a new lease will need to be drafted and approved and stated there were additional conditions as mentioned by Mayor Eason such as access to the property, grease trap concerns and access allowed by the Dawsonville History Museum and possibly one other condition; Mayor Eason further stated there is concern for the hours of operation as well; Cheryl Woods stated the business is currently open Thursday through Sunday.

Motion to reinstate the lease for the Dawsonville Moonshine Distillery to include the conditions stated by Attorney Tallant with an end date of 12/31/2022 made by M. French. Discussion occurred regarding the new conditions and the timing of the lease approval; Ms. Wood stated the Distillery cannot legally be without a lease.

Motion made by M. French to amend his motion to have legal draft a lease that is acceptable to the City and approved by Ms. Woods and then ratify at the August 1, 2022 City Council meeting; second by C. Phillips. Attorney Tallant stated he would be fine with ratifying the lease if it's acceptable to all parties. Further discussion occurred surrounding the conditions to be added in the lease, including the hours in which the business is open, the amount of leased space and the cost. Vote carried unanimously in favor.

MINUTES
CITY COUNCIL REGULAR MEETING AND WORK SESSION
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- 14. PROPOSED LIFT STATION REQUEST – STARLIGHT HOMES:** Utilities Operation Manager Jacob Barr recommends denying the lift station request and recommends Starlight Homes work with Eastwood Homes on moving the force main from Shoal Creek lift station.

Motion to deny the lift station request made by M. French; second by C. Phillips. Michael Turner and Randy Davis addressed the Council discussing their concerns. Vote carried unanimously in favor.

STAFF REPORTS

- 15. BOB BOLZ, CITY MANAGER:** He reported the leak adjustment for last month totaled \$3,681.08 for six properties and can answer any questions on his report provided in the packet.

- 16. ROBIN GAZAWAY, FINANCE ADMINISTRATOR:** Financial reports representing fund balances and activity through June 30, 2022 were provided in the agenda packet.

ADDITIONAL BUSINESS

- 17. COOK PROPERTIES:** Councilmember Phillips stated the City's regulations have changed since the City Council approved Cook Communities' site plan on December 20, 2021 and his intention was to allow Cook Communities to build according to the approved site plan despite the change in the City's regulations.

Motion to allow Cook Communities to proceed with the site plan as presented and approved at the December 20, 2021 City Council meeting made by C. Phillips; second by M. French. Attorney Tallant assured the City Council that the Zoning Procedures Act requirements weren't necessary since the motion is simply a clarification of the Council's intent when the site plan was originally voted on in December. Vote carried unanimously in favor. (Exhibit "C")

ADJOURNMENT:

At 5:38 p.m. a motion to adjourn the meeting was made by J. Walden; second by C. Phillips. Vote carried unanimously.

Approved this 1st day of August 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

Attest: _____
Beverly A. Banister, City Clerk

ANNEXATION ORDINANCE
ANX-C2100161

STATE OF GEORGIA
COUNTY OF DAWSON

WHEREAS, the City of Dawsonville, a Georgia municipal corporation (“Dawsonville”) wishes to take action to annex certain land into the corporate limits of the City of Dawsonville, a Georgia municipal corporation; and,

WHEREAS, pursuant to O.C.G.A. § 36-36-20, *et. seq.* authority is granted to governing body of Dawsonville to annex into the existing corporate limits of Dawsonville unincorporated areas contiguous to the corporate limits of Dawsonville upon written and signed application of all of the owners of the land proposed to be annexed; and,

WHEREAS, on April 26, 2022, an application of real property was filed with the City of Dawsonville by Dustin Gillespie, Owner, regarding certain property lying and being in Land Lot No. 35 (Lot 15) of the 4th Land District, of Dawson County, Georgia as recorded in Plat Book 37 Page 173 of the Dawson County Records (the “Property”), said survey of the Property being attached hereto as Exhibit “A”; and,

WHEREAS, pursuant to O.C.G.A. § 36-36-6, notice was provided to the governing authority of Dawson County, a political subdivision of the State of Georgia, of such proposed annexation, a copy of said notice being attached hereto as Exhibit “B”; and,

WHEREAS, the Mayor and Council of Dawsonville do desire to act on such application for annexation of real property by Dustin Gillespie as set forth herein;

NOW THEREFORE, the City of Dawsonville, a Georgia municipal corporation, hereby enacts the following:

I.

The Ordinances of the City of Dawsonville, Georgia, are amended as follows:

CITY OF DAWSONVILLE, GEORGIA

**ORDINANCE REGARDING ANNEXATION OF LAND
PURSUANT TO O.C.G.A. § 36-36-20, *et. seq.***

Application having been made by Dustin Gillespie (the “Owner”) to annex certain unincorporated real property into the corporate limits of the City of Dawsonville, a Georgia municipal corporation, said real property being more particularly described as

lying and being in Land Lots No. 35 (Lot 15) of the 4th Land District, of Dawson County, Georgia as recorded in Plat Book 37 Page 173 of the Dawson County Records (the "Property"), said Property being contiguous to the existing corporate limits of the City of Dawsonville, a Georgia municipal corporation, the Mayor and Council of the City of Dawsonville, a Georgia municipal corporation, under the authority and powers granted under O.C.G.A. § 36-36-20, *et. seq.*, do hereby annex the Property into the corporate limits of the City of Dawsonville, a Georgia municipal corporation, effective as of the date of this Ordinance and direct the City Clerk and City Attorney for the City of Dawsonville, a Georgia municipal corporation, to take such actions to make such reports and filings as are necessary to effectuate the annexation of the Property into the corporate limits of the City of Dawsonville, a Georgia municipal corporation.

II.

All ordinances, parts of ordinances, amendments, or regulations in conflict herewith are repealed.

III.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

IV.


It is the intention of the Mayor and Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Dawsonville, Georgia.

V.

This Ordinance shall take affect the first day of the month following the adoption of this ordinance provided that all requirements of Article 2 of Chapter 36 of Title 36 of the Official Code of Georgia Annotated have been met; and shall become effective for purposes of ad valorem taxes on December 31st of the year in which this ordinance is adopted.

The above Ordinance was approved by the Mayor and Council of the City of Dawsonville, Georgia, on the 18th day of July, 2022.

(Signatures on next page)



Michael Eason, Mayor



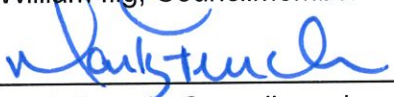
Caleb Phillips, Councilmember



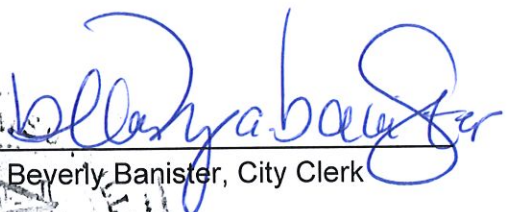
John Walden, Councilmember

absent

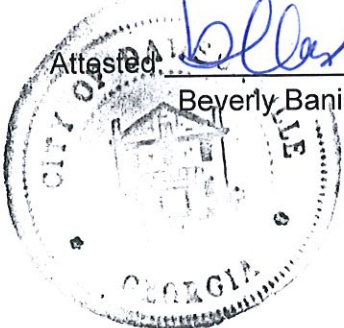
William Ilig, Councilmember



Mark French, Councilmember

Attested: 

Beverly Banister, City Clerk



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



706.265.3256
www.dawsonville-ga.gov

May 2, 2022

Via Certified Mail 7018 3090 0001 6005 4204

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

Re: Annexation of Property of Dustin Gillespie; ANX C2200161; TMP 090 099; 544 Gold Bullion Drive West.

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; June 20, 2022, and July 18, 2022.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of JSW Gee Corner, LLC. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

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

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Stacy Harris", is written over the word "Sincerely,".

Stacy Harris
Zoning Administrative Assistance

Enclosures

cc: David Headley, County Manager
Dawson County Attorney

Exhibit B

Exhibit "A"

ANNEXATION ORDINANCE
ANX-C2100162

STATE OF GEORGIA
COUNTY OF DAWSON

WHEREAS, the City of Dawsonville, a Georgia municipal corporation ("Dawsonville") wishes to take action to annex certain land into the corporate limits of the City of Dawsonville, a Georgia municipal corporation; and,

WHEREAS, pursuant to O.C.G.A. § 36-36-20, *et. seq.* authority is granted to governing body of Dawsonville to annex into the existing corporate limits of Dawsonville unincorporated areas contiguous to the corporate limits of Dawsonville upon written and signed application of all of the owners of the land proposed to be annexed; and,

WHEREAS, on April 28, 2022, an application of real property was filed with the City of Dawsonville by Ryan and Jessica Disharoon, Owner, regarding certain property lying and being in Land Lot No. 35 (Lots 22 and 23) of the 4th Land District, of Dawson County, Georgia as recorded in Plat Book 80 Page 88 of the Dawson County Records (the "Property"), said survey of the Property being attached hereto as Exhibit "A"; and,

WHEREAS, pursuant to O.C.G.A. § 36-36-6, notice was provided to the governing authority of Dawson County, a political subdivision of the State of Georgia, of such proposed annexation, a copy of said notice being attached hereto as Exhibit "B"; and,

WHEREAS, the Mayor and Council of Dawsonville do desire to act on such application for annexation of real property by Ryan and Jessica Disharoon as set forth herein;

NOW THEREFORE, the City of Dawsonville, a Georgia municipal corporation, hereby enacts the following:

I.

The Ordinances of the City of Dawsonville, Georgia, are amended as follows:

CITY OF DAWSONVILLE, GEORGIA

**ORDINANCE REGARDING ANNEXATION OF LAND
PURSUANT TO O.C.G.A. § 36-36-20, *et. seq.***

Application having been made by Ryan and Jessica Disharoon (the "Owner") to annex certain unincorporated real property into the corporate limits of the City of

Dawsonville, a Georgia municipal corporation, said real property being more particularly described as lying and being in Land Lots No. 35 (Lots 22 and 23) of the 4th Land District, of Dawson County, Georgia as recorded in Plat Book 80 Page 88 of the Dawson County Records (the "Property"), said Property being contiguous to the existing corporate limits of the City of Dawsonville, a Georgia municipal corporation, the Mayor and Council of the City of Dawsonville, a Georgia municipal corporation, under the authority and powers granted under O.C.G.A. § 36-36-20, *et. seq.*, do hereby annex the Property into the corporate limits of the City of Dawsonville, a Georgia municipal corporation, effective as of the date of this Ordinance and direct the City Clerk and City Attorney for the City of Dawsonville, a Georgia municipal corporation, to take such actions to make such reports and filings as are necessary to effectuate the annexation of the Property into the corporate limits of the City of Dawsonville, a Georgia municipal corporation.

II.

All ordinances, parts of ordinances, amendments, or regulations in conflict herewith are repealed.

III.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

IV.

It is the intention of the Mayor and Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Dawsonville, Georgia.

V.

This Ordinance shall take effect the first day of the month following the adoption of this ordinance provided that all requirements of Article 2 of Chapter 36 of Title 36 of the Official Code of Georgia Annotated have been met; and shall become effective for purposes of ad valorem taxes on December 31st of the year in which this ordinance is adopted.

The above Ordinance was approved by the Mayor and Council of the City of Dawsonville, Georgia, on the 18th day of July 2022.

(Signatures on next page)



Michael Eason, Mayor



Caleb Phillips, Councilmember



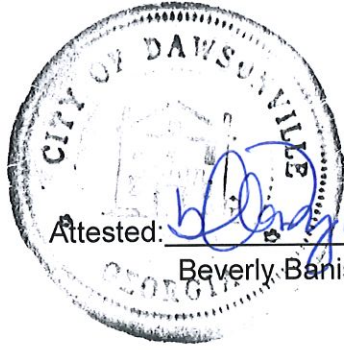
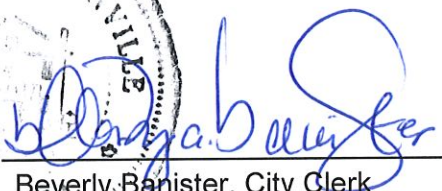
John Walden, Councilmember

absent

William Ilig, Councilmember



Mark French, Councilmember


Attested: 

Beverly Banister, City Clerk

SURVEY NOTES

CLOSURE PRECISION:
 THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 31,167 FEET, AND AN ANGULAR ERROR OF 11" SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES METHOD. THE PERIMETER OF THIS SURVEY HAS A CLOSURE PRECISION OF ONE FOOT IN 282,347 FEET.

FLOOD STATEMENT:
 THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA BY GRAPHICAL INTERPRETATION OF FLOOD INSURANCE RATE MAP (F.I.R.M.) 13085C0103B DATED: SEPTEMBER 26, 2008

LEGAL STATEMENT:

This survey and its findings does not constitute a title or legal opinion by Chastain & Associates, P.C. All information used in the preparation of this survey was obtained from public records, field data, the client, or other sources as referenced. Other documents or conditions may exist that would affect this property.

EQUIPMENT USED:

ALL LINEAR AND ANGULAR MEASUREMENTS OBTAINED BY USE OF TOPCON GTS-235 TOTAL STATION

NOTE: Field work and boundary conditions certified only as of SEPTEMBER 7, 2012

ALL DISTANCES ARE HORIZONTAL, U.S. SURVEY FEET

CORPORATE OFFICE:

Chastain & Associates, P.C. 288 N. Main St. Ellijay, GA 30540
 GEORGIA PELS CERTIFICATE OF AUTHORIZATION LSFO00761
 TENNESSEE PROFESSIONAL REGISTRATION No. 1837
 NORTH CAROLINA PROFESSIONAL LAND SURVEYING FIRM C-3198

"Thou shalt not remove thy neighbor's neighbor's landmark, which, they of old time have set."
 Deuteronomy 19:14 KJV

Plat Doc: PLAT
 Recorded 09/27/2012
 JUSTIN POWER
 Clerk Superior Court, DAWSON County, Ga.
 Bk 00080 Pg 0088
 Penalty: \$0.00
 Interest: \$0.00

LEGEND

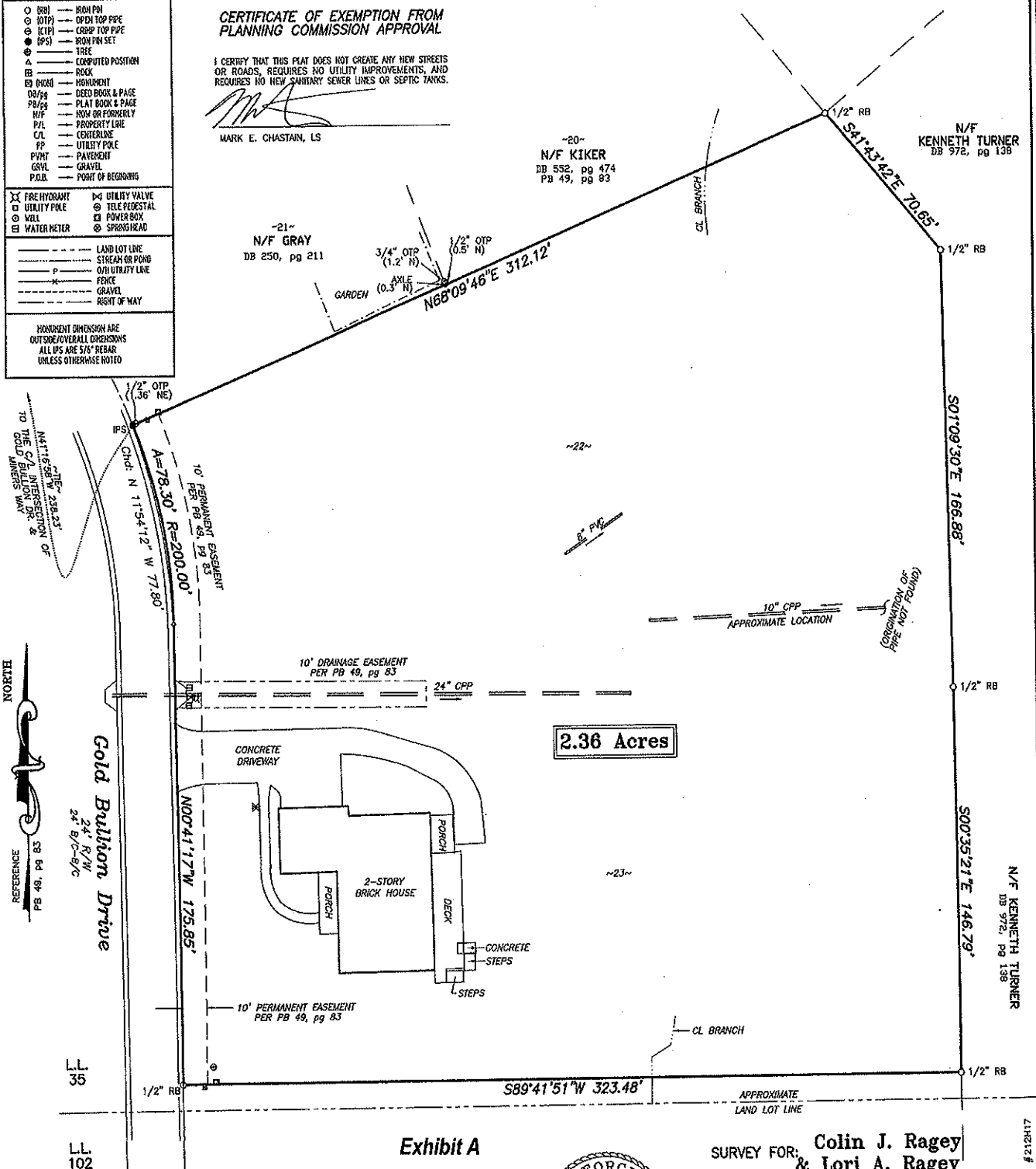
○ (BPI)	IRON PIN	○ (OTP)	OPEN TOP PIPE
○ (CIP)	CORNER TOP PIPE	○ (BPS)	BRON PIN SET
●	TREE	△	COMPUTED POSITION
△	ROCK	□	MONUMENT
□	DEED BOOK & PAGE	□	PLAT BOOK & PAGE
□	IRON OR FORMERLY	—	PROPERTY LINE
—	PROPERTY LINE	—	CENTERLINE
—	UTILITY POLE	—	PAVEMENT
—	GRAVEL	—	POINT OF BEGINNING
—	POINT OF BEGINNING	—	UTILITY VALVE
—	UTILITY VALVE	—	TELE PEDESTAL
—	TELE PEDESTAL	—	POWER BOX
—	POWER BOX	—	SPRINGHEAD
—	SPRINGHEAD	—	LAND LOT LINE
—	LAND LOT LINE	—	STREAM OR POND
—	STREAM OR POND	—	UTILITY LINE
—	UTILITY LINE	—	FENCE
—	FENCE	—	GRAVEL
—	GRAVEL	—	RIGHT OF WAY
—	RIGHT OF WAY		

MONUMENT DIMENSION ARE
 OUTSIDE/OVERALL DIMENSIONS
 ALL UPS ARE 5/8" REBAR
 UNLESS OTHERWISE NOTED

CERTIFICATE OF EXEMPTION FROM PLANNING COMMISSION APPROVAL

I CERTIFY THAT THIS PLAT DOES NOT CREATE ANY NEW STREETS OR ROADS, REQUIRES NO UTILITY IMPROVEMENTS, AND REQUIRES NO NEW SANITARY SEWER LINES OR SEPTIC TANKS.

[Signature]
 MARK E. CHASTAIN, LS



2.36 Acres

Exhibit A

Colin J. Ragey & Lori A. Ragey
 SURVEY FOR:
 LOTS 22 & 23 BLOCK "F", GOLD CREEK GOLF CLUB S/D
 UNIT 3; PB 37, pg 173 & PB 49, pg 83
 LAND LOT: 35
 DISTRICT: 4TH SECTION:
 COUNTY: DAWSON STATE: GEORGIA
 DATE: SEPTEMBER 18, 2012



JOB # 212H17

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



706.265.3256
www.dawsonville-ga.gov

May 2, 2022

Via Certified Mail 7018 3090 0001 6005 4259

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

Re: Annexation of Property of Ryan and Jessica Disharoon; ANX C2200162; TMP 090 107 & 090 104; 466 Gold Bullion Drive West.

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; June 20, 2022, and July 18, 2022.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of JSW Gee Corner, LLC. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

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

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

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

Sincerely,

Stacy Harris
Zoning Administrative Assistance

Enclosures

cc: David Headley, County Manager
Dawson County Attorney

Exhibit B
Exhibit "B"

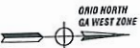
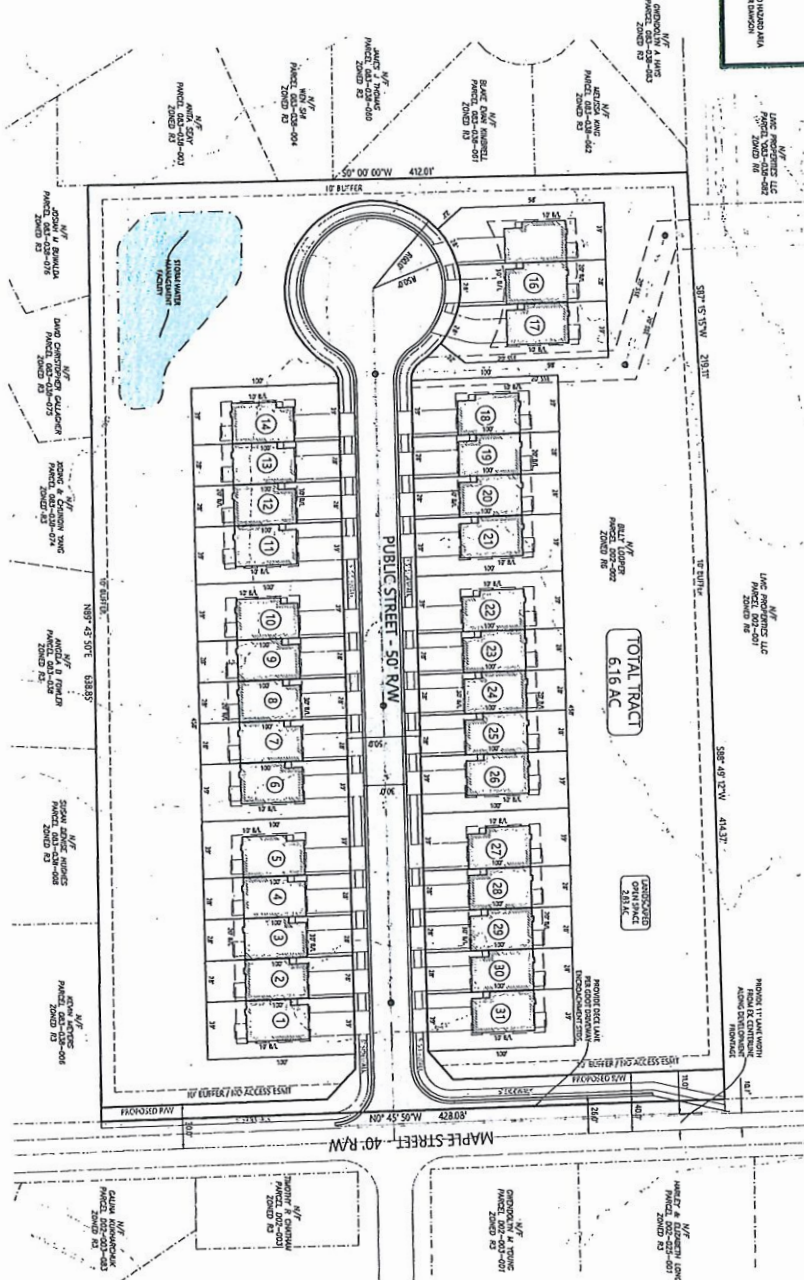
SITE INFORMATION

PROJECT ADDRESS: 362 MAPLE STREET, DAWSONVILLE, GA 30018
CLIENT ZONING: R1 - RESIDENTIAL SINGLE-FAMILY EXCEPTED
TOTAL SITE AREA: 6.16 ACRES
PROPOSED LOTS: 31 LOTS
PROPOSED UNITS: 31 UNITS (100% SINGLE-FAMILY)
PROPOSED STORIES: 1.5 STORIES / LOT
MANUAL UNITS PER ACRE: 5.0
31 PROPOSED UNITS PER ACRE
OVERSIGHT: 100%
MANUAL LOT SIZE: 200 SQ. FT.
MANUAL LOT AREA: 22.71 SQ. FT. * 2,283.51
STORIES: 1.5
HEIGHT: 22 FT.
AREA: 22 FT.
MANUAL FLOOR AREA: 1,081.51 SQUARE FEET
MANUAL BUILDING HEIGHT: 11 FEET

NOTE: THIS PROJECT IS NOT TO BE CONSIDERED A RESIDENTIAL ZONING MAP AMENDMENT. THE PROJECT IS NOT TO BE CONSIDERED A RESIDENTIAL ZONING MAP AMENDMENT. THE PROJECT IS NOT TO BE CONSIDERED A RESIDENTIAL ZONING MAP AMENDMENT.

GENERAL NOTES

1. ALL DIMENSIONS AND SPACINGS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS AND SPACINGS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS AND SPACINGS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS AND SPACINGS SHALL BE TO FACE UNLESS OTHERWISE NOTED.



DESIGNER / ENGINEER:
 ADAMANT CONSULTING GROUP, LLC
 3075 FRONTAGE ROAD
 GAINESVILLE, GA 30606
 (770) 577-3400
 www.adamantconsulting.com

OWNER / DEVELOPER:
 COOK COMMUNITIES
 3075 FRONTAGE ROAD
 GAINESVILLE, GA 30606
 (770) 577-3400
 www.cookcommunities.com

NO.	REVISION	DATE
1	CITY PLANNING AND ZONING COMMENTS	10/06/21
2		
3		
4		
5		
6		
7		
8		

PROJECT NAME: THE VILLAGE AT MAPLE STREET 362 MAPLE STREET LAND LOT 446, 4TH DISTRICT, 1ST SECTION CITY OF DAWSONVILLE DAWSON COUNTY, GEORGIA	PREPARED FOR: COOK COMMUNITIES 3120 FRONTAGE ROAD GAINESVILLE, GEORGIA 30606 24-HOUR CONTACT LUKE PRESSLEY 678.267.7153
--	---

TASK:	SITE PLAN
SCALE:	AS SHOWN
SHEET:	1 OF 1
DATE:	10/06/21

PO Box 1074
 Gainesville, Georgia 30607
 770.577.3450
 www.acuminisconsulting.com



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7b

SUBJECT: **APPROVE TO RATIFY LEASE FOR DAWSONVILLE MOONSHINE DISTILLERY**

CITY COUNCIL MEETING DATE: 08/1/2022

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 REQUEST APPROVAL TO RATIFY LEASE FOR DAWSONVILLE MOONSHINE DISTILLERY

HISTORY/ FACTS / ISSUES:

- **COUNCIL AGREED TO HAVE LEGAL DRAFT A NEW LEASE WITH TERMS AND CONDITIONS AGREEABLE TO BOTH PARTIES AND RATIFY AT THE 08/1/2022 MEETING**
- **LEASE WAS PREVIOUSLY TERMINATED AS OF JULY 31, 2022 AT THE DISTILLERY'S REQUEST; HOWEVER, THE SALE OF THE BUSINESS FELL THROUGH**

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

LEASE AGREEMENT

This Lease agreement (“Lease”) is entered into effective this **1st day of August, 2022** by and between **THE CITY OF DAWSONVILLE**, a Georgia municipal corporation, whose address is 415 Hwy. 53 East, Suite 100, Dawsonville, Georgia 30534 (“Lessor”) and **FREE SPIRITS DISTILLERY, LLC**, d/b/a Dawsonville Moonshine Distillery, (“Lessee”), whose address is 415 Hwy. 53 East, Suite 120, Dawsonville, Georgia 30534.

WITNESSETH:

WHEREAS, the Lessor owns and operates certain property and facilities (“Premises”) located at 415 Hwy. 53 East, Dawsonville, Georgia 30534, which is known as the City Hall/Dawsonville Municipal Complex; and

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

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

NOW THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein and in consideration of One Dollar (\$1.00) and other good and valuable consideration mutually exchanged this date between parties hereto, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **Premises and Use.** Lessee shall be permitted to occupy and utilize the areas of the Premises depicted in Exhibit A, otherwise known as the Distillery Space, for the purpose of operating Free Spirits Distillery, LLC, d/b/a Dawsonville Moonshine Distillery, which shall be open to the public and maintain business hours as deemed appropriate by Lessee in consultation with Lessor and as regulated by both state and federal law, so long as, such operations do not materially interfere with the business and operations of the City of Dawsonville. The foregoing notwithstanding, Lessee shall use all reasonable efforts to be open to the public not less than five (5) days per week (with a preference on the part of Lessor for Lessee to be open Thursday through Monday). Lessee agrees that in the event it will be open less than five days in any given week, it shall notify Lessor of such (via its City Manager), explain the circumstances necessitating closure, and shall provide the Lessor with a timeline for when Lessee will return to regular five-day-per-week operations.

2. **Lease Term.** This Lease shall commence on August 1, 2022, for the period of five months ("Lease Term") terminating on December 31, 2022. The Lease Term is NOT subject to an automatic renewal.

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

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

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

decorative area in front of the replica gas pumps or store fronts, or the decorative, pressed sidewalk for its business activities or operations, including, but in no way limited to, the manufacturing of its product(s). All manufacturing activities shall take place in the Distillery Space and shall not impede, obstruct, or in any way interfere with the normal operations of the City and/or any other tenants or visitors to the Premises.

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

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

8. Utilities. Lessee is responsible for all utilities associated with its occupation and use of the Distillery Space including, but not limited to, water, sewer, natural gas, and electricity. Lessee shall install and maintain any necessary utility meters or sub-meters at Lessee's expense. As part of Lessee's maintenance responsibilities, Lessee is responsible for the proper care, cleaning, and maintenance of the grease traps located within the Premises servicing Lessee's demised premises, and any required piping in accordance with all Legal Requirements. Lessee will follow all recommendations regarding the maintenance of the grease traps whether provided by Lessor or Lessee's grease trap

maintenance consultant, including any recommended chemical treatments and any recommended intervals for the emptying and/or hydrojetting of the grease traps and connecting pipes.

9. Garbage/Dumpster Removal Services. Lessor shall provide access to Lessee to the Lessor's dumpster located on the property adjacent to the Premises for Lessee's normal weekly garbage usage. Lessee shall not deposit any hazardous substances in the dumpster or place any garbage or trash outside of the dumpster at any time. All garbage and trash from Lessee's use of the Premises shall be hauled to and deposited in the dumpster by Lessee on at least a weekly basis.

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

11. **Security Deposit.** Lessee has on deposit with the Lessor the sum of five thousand dollars (\$5,000.00) paid on March 16, 2011 as a Security Deposit for the proper performance of all obligations of Lessee hereunder. Lessor shall hold the Security Deposit in a non-interest bearing account and shall return the same to Lessee upon the expiration of this Lease with all obligations of the Lessee fully performed and completed and the premises returned to Lessor in broom clean undamaged condition, normal wear and tear excepted.

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

13. **Quiet Enjoyment.** Upon due performance by Lessee of its covenants and agreements under this Lease, Lessor covenants that Lessee shall and may at all times peaceably and quietly have, hold, and enjoy the Distillery Space during the Lease Term. The foregoing notwithstanding, Lessee shall provide Lessor with access on reasonable notice (not less than twenty-four hours) for the purpose of inspecting the premises, and with such access as may be needed on shorter notice in emergency situations. Additionally, Lessee agrees that it shall work cooperatively with the other tenants of Lessor and Lessor itself to provide access to the interior of the Dawsonville Municipal Complex through doors located in the demised premises.

14. **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 Lease.

15. **Counterparts.** This Lease may be simultaneously executed in two or more

counterparts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one and the same instrument.

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

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

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

Lessor shall be in default if it fails to comply with any of the requirements of this Lease applicable to Lessor. In the event Lessor defaults, Lessee's sole and exclusive remedy shall be to terminate this Lease without further recourse against Lessor. Prior to

exercising that remedy Lessee shall provide Lessor with written notice of the default and of Lessee's intent to exercise its remedy unless the default is cured within ten (10) days following receipt of the notice of default.

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

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

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

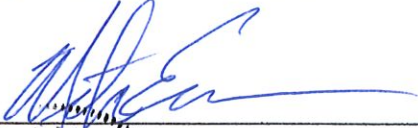
22. Non-waiver. No delay or failure by either party to exercise any right under this Lease, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

23. Time of essence. Time is expressly declared to be of the essence of this Lease.

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

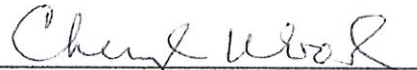
In witness whereof the parties have executed this Lease effective as of the date first above written.

LESSOR:
CITY OF DAWSONVILLE



By: Mike Eason, Mayor

LESSEE:
FREE SPIRITS DISTILLERY, LLC



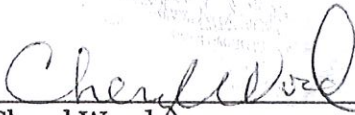
Cheryl Wood, Member



PERSONAL GUARANTY

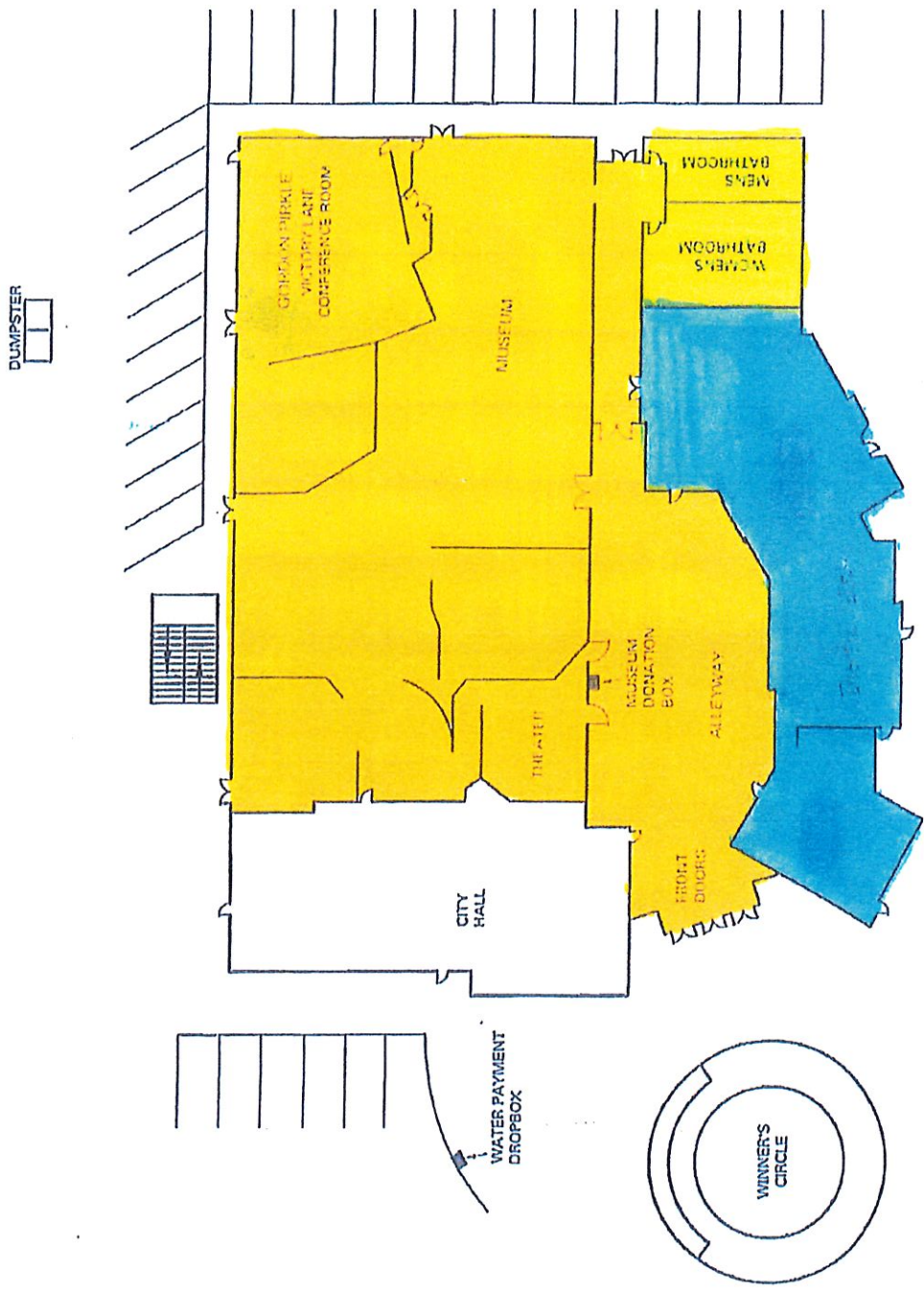
The undersigned, being the sole member of Free Spirits Distillery, LLC, d/b/a Dawsonville Moonshine Distillery, for valuable consideration received, hereby unconditionally guaranties all performance and payment obligations of Free Spirits Distillery, LLC, d/b/a Dawsonville Moonshine Distillery, under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

This 26 day of July 2022



Cheryl Wood





Blue highlighted area indicates the rental space

Exhibit "A"

ME



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 8

SUBJECT: APPEAL C2200182

CITY COUNCIL MEETING DATE: 08/01/2022

PURPOSE FOR REQUEST:

Appeal of the Planning Commission decision requires a public hearing before consideration; Public Hearing held 07/18/2022;
Vote tabled to August 1, 2022 * AERO GROUP RACING HAS WITHDREW THEIR REQUEST; SEE ATTACHED LETTER**

HISTORY/ FACTS / ISSUES:

1. Property is in Post 4 City Council member Mark French district.
2. Applicant is appealing Planning Commission denial of VAR-C2200169 per Article IX Sec 910.3.
3. Variance request was for Zoning Article VIII Sec 802 (4) Buffer Required.
4. Applicant requested to eliminate the required 20-foot undisturbed buffer adjoining TMP 069 036, 069 037, 070 004, 070 050 and 070 049 001.

OPTIONS:

Approve, Deny, Postpone

RECOMMENDED SAMPLE MOTION:

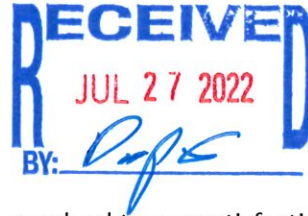
DEPARTMENT: Planning and Zoning

REQUESTED BY: David Picklesimer

July 27, 2022

Regarding: Variance Appeal C 2200182

City of Dawsonville Planning and Zoning Department,



We respectfully withdraw the above listed appeal as the matter is resolved to our satisfaction.

Thanks,

Brian D Nicholson

Brian Nicholson Design

4020 Morgan Road

Tucker Ga 30084

Revised Letter of Intent

Aero Heights properties located on Duck Thurmond Road
(Parcel id #s 070-050, 070-004, 039-037, 069-089, 069-036, 069-073)

I am an authorized member of the property owner, Aero Heights LLC, and I respectfully submit that our intentions to develop the properties as submitted in ANX-ZA C2100192 for a common development with proposed 29 lots has changed. The revised intent will only consist of constructing a single-family home on the 6.06-acre combined parcel as depicted in the civil / site plan for TMP 070 050 and 070 004. The future intent will consist of construction of four single family homes on the existing remaining 4 parcels that we own as listed below.


694 Duck Thurmond Road (parcel no. 069 037)
788 Duck Thurmond Road (parcel no. 069 089)
840 Duck Thurmond Road (parcel no. 069 036)
914 Duck Thurmond Road (parcel no. 069 073)

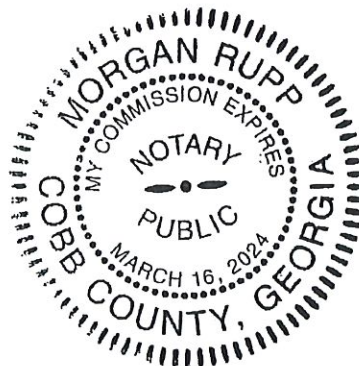
I acknowledge and agree if the intent should change in the future, we will consent to develop in accordance with the current land development and zoning regulations in effect when development plans are submitted for approval. If intent should change, we also consent to include 6.06-acre parcel TMP 070 050 and 070 004 within current land development and zoning regulations in effect when development plans are submitted for approval, to the extent applicable, and to the extent that there are no impacts to improvements previously constructed under plans approved by the City of Dawsonville.

Thank you for your consideration in this matter,



Respectfully,


Charles Alan Barge







DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 9

SUBJECT: ORDINANCE #04-2022 ZONING ORDINANCE AMENDMENT

CITY COUNCIL MEETING DATE: 08/1/2022

BUDGET INFORMATION: GL ACCOUNT # _____

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

PURPOSE FOR REQUEST:

Conduct required public hearing for Appendix A Zoning Article VIII Sec 802 buffer requirement revision.

Ordinance #04-2022: An Ordinance By The City Of Dawsonville To Amend Its Development Regulations; To Address Buffers; To Provide For An Effective Date; To Provide For Severability; And For Other Purposes (First Reading: August 1, 2022; Public Hearing, Second Reading and Consideration to Adopt: August 15, 2022)

HISTORY/ FACTS / ISSUES:

- Revision will provide an exemption for R1 common developments.

OPTIONS:

Approve, deny or postpone

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

REQUESTED BY: David Picklesimer

Subject Matter: Zoning Amendment - Buffers
Date of First Reading: August 1, 2022
Date of Second Reading and Public Hearing: August 15, 2022
Date of Adoption:

ORDINANCE NO. 04-2022

AN ORDINANCE BY THE CITY OF DAWSONVILLE TO AMEND ITS DEVELOPMENT REGULATIONS; TO ADDRESS BUFFERS; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR SEVERABILITY; AND FOR OTHER PURPOSES

WHEREAS, the Constitution of the State of Georgia provides in Article IX, Section II, Paragraph IV thereof, that the governing body may adopt plans and exercise the power of zoning;

WHEREAS, the Georgia General Assembly has enacted the Georgia Planning Act of 1989, Georgia Laws, 1989 pp. 1317-1391, Act 634, which, among other things, provides for local governments to adopt plans and regulations to implement plans for the protection and preservation of natural resources, the environment, vital areas, and land use;

WHEREAS, the City finds that the regulations contained in this Ordinance are necessary for the purposes of implementing its comprehensive plan adopted pursuant to the requirements of the Georgia Planning Act of 1989;

WHEREAS, this Ordinance has been prepared and considered in accordance with the Zoning Procedures Act, O.C.G.A. § 36-66-1 *et seq.*;

WHEREAS, this Ordinance is necessary for the purpose of promoting the health, safety, morals, convenience, order, prosperity, and general welfare of the City of Dawsonville (the "City");

AND WHEREAS, the Mayor and City Council of the City desire to exercise their authority to adopt this ordinance.

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

SECTION 1.

Appendix A, Article VIII, of Subpart B of the Code of Dawsonville, Georgia, **Section 802: Buffer Required** is hereby amended by repealing the existing Section 802, and replacing it with the following which shall be a new Section 802:

Sec. 802. Buffer required.

Property zoned for commercial and industrial uses shall provide a buffer, as defined by these regulations, along any rear or side property lines abutting a residential district or abutting an alley across from a specified residential district, provided that no buffer shall extend within 15 feet of a public right-of-way line. Minimum buffer widths shall be established in accordance with the following stipulations.

1. When an HB, CBD, or NB district abuts a residential district, a setback of 40 feet shall be provided, including a 30-foot buffer.
2. When an LI or CIR district abuts a residential district, a setback of 60 feet shall be provided, including a 50-foot buffer.
3. When any district abuts a TB district, a ten-foot planted landscape buffer shall be provided on property which abuts the TB district.
4. Properties zoned residential in common subdivision developments, other than R1 developments, shall provide a 20-foot undisturbed buffer along any of the development adjoining property lines.

It shall be the responsibility of the developer to designate required buffers on construction plans and provide tree save to delineate buffer areas to ensure that existing vegetation within required buffers is maintained, unless disturbance of the buffer is approved by the planning director or designee as specifically provided herein. Wherever a buffer, in the determination of the Planning Director or his designee, is so sparsely vegetated that it does not achieve the buffer purpose of visually screening and separating properties, it shall be the duty of the developer to provide for additional plantings to achieve that purpose.

Prohibited buffer encroachments include, but are not limited to, buildings, pavement, parking, service areas, detention ponds, roads, septic tanks, septic drain fields, walls.

A buffer may be disturbed for approved access and utility crossings including, but not limited to, water and sewer lines, drainage pipes, drainage swells, privacy fence and gas lines if it does so via perpendicular crossing. Privacy fence installed parallel shall be installed along adjoining property line and or along the 20-foot buffer line. In addition, the removal of non-native, invasive species is allowed within the buffer zone at the discretion of the planning director. Any approved buffer disturbance must be accompanied by buffer replanting in order to achieve the buffer purpose of visual screening and separation.

It shall be the responsibility of the property owner of the lot to be used or built upon to maintain existing vegetation within required buffers and to replant where sparsely vegetated or install fencing as approved to achieve the desired screening. Installation of vegetation or fencing may be phased in accordance with approved building plans.

SECTION 2.

If any section, provision or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application

of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent that this Ordinance would have been adopted had such invalid portion not been included herein.

SECTION 3.

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

SECTION 4.

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

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



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 10

SUBJECT: STANDARD SPECIFICATIONS FOR ROADWAY AND DRAINAGE SYSTEMS
AMENDMENT

CITY COUNCIL MEETING DATE: AUGUST 1, 2022

PURPOSE FOR REQUEST:

Consider approval to remove Division III section 1.11 drainage specifications.

HISTORY/ FACTS / ISSUES:

- Specifications last updated December 6, 2021.
- Approval will eliminate the required storm water infrastructure video testing (deflection, pipe joint separation, cracks verifications) prior to City dedication.

OPTIONS:

Approve, deny, postpone.

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

REQUESTED BY: David Picklesimer

until backfilling operations are complete. Lay and joint pipe in strict conformance with manufacturer's written recommendations as submitted to and accepted by the City.

Where cement joints are used, provide wet burlap or earth protective cover for joints immediately after initial grout set. Maintain protective cover until joint is covered by backfilling.

Lay all pipe upgrade with spigots pointing downgrade. Control geometric position of pipe as necessary to ensure that pipe and fittings accurately conform with required grade and alignment after sewer is completed. Prevent water from accumulating or running in trench during pipe laying operations, and until the trench or excavation has been backfilled.

Remove and re-lay any length of pipe which does not accurately conform with required line or grade, is crushed, or is excessively deflected.

1.08 Pipe Connections

Make all pipe connections with standard fittings, manholes, structures, or special construction detailed on Drawings.

At manholes and structures, neatly cut all connecting pipe flush with inside surface, and provide flexible pipe joint within 18-inches of outer surface. Make pipe connections to manholes and structures by laying pipe in mortar bed or concrete. Use supplemental materials and techniques as required to obtain watertightness. Do not connect any flow to new work until authorized by the City.

1.09 Line Cleaning

Avoid permitting dirt, rubbish, surplus construction material, and other foreign matter to enter structures or pipe during construction. Use whatever means may be necessary to obtain a clean and internally smooth sewer system prior to final acceptance.

1.10 Leakage and Infiltration

Entire storm sewerage system shall be made as watertight as practicable. All visible points of ground water infiltration leakage shall be eliminated.

~~1.11 Storm Water Infrastructure Dedication~~

- ~~1. The developer and or owner shall provide video inspection and mandrel inspection prior to dedication to the City.~~
- ~~2. Video and mandrel inspection and necessary repairs shall be completed prior to installation of final asphalt pavement wear course.~~

A. Scope

~~This test method describes the equipment and procedures for video inspection of storm and side drainpipe. This test method is used in conjunction with the GDOT Specification 550 (Storm Drainpipe, Pipe Arch Culverts, and Side Drainpipe).~~

B. Apparatus

1. Camera Inspection Equipment: ~~Provide a pipeline inspection camera having the following features:~~

- ~~a. Configured properly in the pipe both vertically and horizontally and having the ability to pan and tilt to a 90 degree angle with the axis of the pipe and rotate 360 degrees.~~
- ~~b. Low barrel distortion camera.~~
- ~~c. Color image with a minimum standard resolution of 720 x 480 pixels.~~
- ~~d. Equipped with sufficient lighting to provide a clear image of the full circumference of the pipe.~~
- ~~e. Capable of recording the station, milepost, distance along the invert of the pipe, or other indicators of location superimposed on the video.~~
- ~~f. Capable of moving through the entire length of the pipe.~~
- ~~g. Capable of measuring cracks greater than 1/16" and joint separations greater than 0.5".~~
- ~~h. Software capable of generating a report that included the following:
 - ~~• Actual recorded length and width measurement of all cracks within the pipe.~~
 - ~~• Actual recorded separation measurement of all pipe joints.~~
 - ~~• Pipe ovality report.~~
 - ~~• Deflection measurements and graphical diameter analysis report in terms of x and y axis. E. Flat analysis report.~~
 - ~~• Representative diameter of pipe.~~
 - ~~• Pipe deformation measurements, leaks, debris, or other damage or defects.~~
 - ~~• Deviation in pipeline and grade, joint gaps, and joint misalignment.~~~~

2. Laser Deflection Measuring Device: ~~Provide a laser deflection measuring device, for use of flexible pipe up to 48 inch in diameter, capable of measuring deflection to an accuracy of 0.5% or better and a repeatability of~~

~~0.12% or better. Reference of the equipment calibration are ASTM E 691 and ASTM E 177.~~

- ~~3. **Mandrel:** Provide a mandrel device which are rigid, nonadjustable, odd numbered legged (9 minimum) having the following:~~
 - ~~a. Length not less than 7/16 of its nominal diameter.~~
 - ~~b. Diameter at any point shall not be less than the diameter specified in Section C.3 Mandrel.~~
 - ~~c. Diameter, whether fixed or variable, shall be verified with a proving ring or other method per the manufacturer's' guidelines.~~
- ~~4. **Manual Inspection Measuring Devices:** Use contact or non-contact distance instruments.~~

C. Procedure

~~Ensure pipe is clear of water, debris and/or obstructions. Complete the video inspection and any necessary measurement prior to placing the final surface over any pipe. Notify the engineer a minimum for 7 days in advance of inspection.~~

1. Pipeline Video Inspection for Defects and Distresses:

- ~~a. Begin at the outlet end and proceed through to the inlet at a speed less than or equal to 30 ft/minute. The distance shall have an accuracy of 1' foot per 100 feet. Remove blockages that will prohibit a continuous operation.~~
- ~~b. Document locations of all observed defects and distresses including cracking, exposed reinforcing, steel, sags, joint offsets, joint separations, deflections, improper joints/connections, blockages, leaks, rips, tears, buckling, deviation from line and grade, and other anomalies not consistent with a properly installed pipe.~~
- ~~c. During the video inspection provide a continuous 360-degree pan of every pipe joint.~~
- ~~d. Identify and measure all cracks greater than 1/16-inch and joint separations greater than 1/2-inch. When cracks exceed 1/16-inch and extend more than 12-inch make repairs in accordance with manufacturer recommendation. Crack with displacement will require pipe replacement. Repair or replace pipe joint separation greater than 1-inch.~~
- ~~e. Video inspections are conducted from junction to junction which defines a pipe run. A junction is defined as a headwall, drop inlet, manhole, junction box, or other structure than disturbs the continuity of the pipe. Each pipe run must be on a separate video file and all locations are to be referenced from the nearest junction relative to that pipe run.~~

- ~~f. Record and submit all data as per Section D Reporting.~~

~~2. Pipeline Laser Inspection for Deflection:~~

- ~~a. Calibrate the laser deflection measuring device according to the manufacturer's specifications. Provide all calibration data and applicable manufacture's recommendations for calibration and use to the Engineer.~~
- ~~b. Measure the deflection occurring at the point the projected laser and at a minimum interval of .1 feet along the pipe.~~
- ~~c. All deflection measurements are to be based on the AASHTO Nominal Diameter. Refer to Section C.5.~~
- ~~d. Inspect at a speed that will provide proper data acquisition to effectively measure the maximum deflection. The inspection speed shall be less than or equal to 30 ft/minute. The laser projection head shall be positioned so that the laser ring fills minimum 75% of the monitor screen height.~~
- ~~e. Laser inspections are conducted in the same manner as Section C.1.e.~~
- ~~f. Record and submit all data per Section D. Reporting.~~

~~3. Mandrel Testing:~~

- ~~a. Mandrel Testing will be used for deflection testing if the video measurements are called into question or if limitations in the laser deflection measuring device are exceeded.~~
- ~~b. Use proving ring or other method recommended by the mandrel manufacturer to verify mandrel diameter prior to inspections. Provide verification documentation for each size mandrel to the Engineer.~~
- ~~c. All deflections measurements are to be based on the AASHTO Nominal Diameters. Refer to Section C.5.~~
- ~~d. Begin by using a mandrel set 7.5% deflection limit. Place the mandrel in the inlet end of the pipe and pull through the outlet end. If resistance is met prior to completing the entire run, record the maximum distance achieved from the inlet side, then move the mandrel and continue the inspections from the outlet end of the pipe toward the inlet end. Record the maximum distance achieved from the outlet side. Replace pipe exceeding 7.5 % deflection.~~
- ~~e. If no resistance is met at 7.5% then the inspection is complete.~~
- ~~f. Record and submit all data as per Section D. reporting.~~

~~4. Manual Inspection Measurements:~~

- ~~a. Alternate method of video inspection and deflection testing when there is available access, or the pipe is greater than 48-inches in diameter. For all pipe considered a confined space, provide entry for all project personnel according to OSHA requirements.~~
- ~~b. Physical measurements may be taken after installation and compared to the AASHTO Nominal Diameter if the pipe is per Section C.5. When this method is used, determine the smallest interior diameter of the pipe as measured through the center point of the pipe (D2). Take the D2 measurement at the most deflected portion of the pipe in question and at intervals no greater than 10 feet through the run. Calculate the deflection as follows;~~

$$\%Deflection = [(AASHTO\ Nominal\ Diameter - D2) / AASHTO\ Nominal\ Diameter] * 100\%$$
- ~~c. Video and lase inspect as per Sections C.1 and C.2.~~
- ~~d. Record and submit all data as per Section D. reporting.~~

~~5. AASHTO Nominal Diameters and Maximum Deflections Limits:~~

~~These deflection limits are the maximum allowable deflection on any axis within the pipe and not just in the XY plane.~~

Base Pipe Diameter	AASHTO Nominal Diameter	Maximum Deflection Limit (7.5%)
(Inches)	(Inches)	(Inches)
15	14.76	13.65
18	17.72	16.39
24	23.62	21.85
30	29.53	27.32
36	35.43	32.77
48	47.24	43.70
54	53.15	49.16
60	59.06	54.63

D. Reporting

~~Submit all recorded information to the Engineer on standard forms along with the complete video inspection on DVD in digital format. The forms included in this method shall be used for reporting the inspection information. Ensure~~

~~all video pipe runs on the DVD have the station, milepost, distance into the drain or other indicators of location superimposed on the video. Submit one copy of the paper inspection, DVD, and one electronic copy of report.~~

- ~~1. **Pipe Video Inspection Report:** The Pipeline video Inspection Report shall include the “Pipe Video Inspection Summary Report” form, the “Individual Pipe Video Inspection report” form(s), and the report(s) generated by the inspection software for each pipe run.~~
 - ~~a. **Individual Pipe Video Inspection Report Form:** Complete Project Information, Inspector Information and Pipe Information. Under Inspection information record each defect/distress and joint along with its distance from the inspection entrance software and reference the page number associated with the still image of the joint, distress/defect along with any additional information.~~
 - ~~b. **Pipe Video Inspection Summary Report Form:** This page is to be used as the cover sheet for the completed video inspection report. Complete Project Information, Inspector Information, and Pipe Information.~~

- ~~2. **Pipeline Deflection Inspection Report:** The Pipeline Deflection Inspection Report shall include the “Pipe Deflection Inspection Summary Report” form, the “Individual Pipe Deflection Inspection Report” form(s) and the report(s) generated by the inspection software for each pipe run.~~
 - ~~a. **Individual Pipe Deflection Inspection Report Form:** Complete Project Information and Inspector Information. Under Inspector Information, record each joint location along with the beginning and ending locations where the deflection exceeds 7.5%. Attach a copy of any supportive information generated from the inspection software and reference the page number where more detailed deflection information may be conveyed.~~
 - ~~b. **Pipe Deflection Inspection Summary Report Form:** This page is to be used as the cover sheet for the completed deflection inspection report. Complete Project Information, Inspector Information, and Pipe Information.~~

PIPE VIDEO INSPECTION SUMMARY REPORT

INSPECTOR INFORMATION

Inspecting Contractor: _____

Operator Name: _____ **Project Name:** _____

Inspecting Contractor Signature: _____ **Date:** _____

PIPE INFORMATION

<u>Beginning Sta.</u>	<u>Ending Sta.</u>	<u>Dia.</u>	<u>Material</u>	<u>Length</u>	<u>Under Pavement</u>	<u>Cracks > 1/8 "</u>	<u>Joint Separations > 1/2-inch</u>	<u>Pass / Fail</u>

~~PIPE DEFLECTION INSPECTION SUMMARY REPORT~~

~~INSPECTOR INFORMATION~~

Inspecting Contractor: _____

Operator Name: _____ **Project Name:** _____

Inspecting Contractor Signature: _____ **Date:** _____

~~PIPE INFORMATION~~

Beginning Sta.	Ending Sta.	Dia.	Material	Length	Under Pavement	Greater than 7.5 %	Pass / Fail

SECTION 2: GRASSING

2.01 General



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 11

SUBJECT: IMPACT FEE STUDY

CITY COUNCIL MEETING DATE: 08/01/2022

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 CONSIDER WORKING WITH GMRC TO IMPLEMENT THE IMPACT FEE STUDY OR
CONSIDER READVERTISING REQUEST FOR PROPOSAL**

HISTORY/ FACTS / ISSUES:

- **GMRC IS REVIEWING THE REQUEST FOR PROPOSAL TO DETERMINE IF THEY CAN PROVIDE THE SERVICE; THE CITY WOULD ENTER INTO AN IGA WITH GMRC TO PERFORM THE IMPACT FEE STUDY**
 - **FIRST RFP POSTED – NO RESPONSES**
 - **SECOND RFP POSTED – TWO RESPONSES RECEIVED**
 1. **MAYPOP COLLABORATIVE - \$14,518.75**
 2. **ROSS ASSOCIATES - \$73,200.00**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 12

SUBJECT: APPALACHIAN REGIONAL COMMISSION (ARC) GRANT FUNDS

CITY COUNCIL MEETING DATE: 08/01/2022

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 ADDITIONAL MATCHING FUNDS IN THE AMOUNT OF \$20,000 TO BE PAID OUT OF SPLOST VII OR GENERAL FUND RESERVES AND SUBMIT A LETTER OF COMMITMENT

HISTORY/ FACTS / ISSUES:

- **TOTAL CONTRIBUTION OF THE CITY WILL BE \$70,000 WITH ARC CONTRIBUTING \$30,000**
 - **COUNCIL PREVIOUSLY APPROVED MATCHING GRANT FUNDS AT THE 04/18/2022 MEETING AND THE 05/16/2022 MEETING**
 - **SEE ATTACHED DOCUMENTATION FROM ANNAKA WOODRUFF**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

:

From: Annaka Woodruff <annaka.woodruff@dca.ga.gov>
Sent: Wednesday, July 20, 2022 3:20 PM
To: Bob Bolz <citymanager@dawsonville-ga.gov>
Cc: plarson@gmrc.ga.gov
Subject: Downtown Development plan for Dawsonville - ARC match requirements

Good afternoon, Bob –

I spoke with Charley Howard, ARC Chief Legal Counsel today regarding Georgia’s 2022 Covid relief match waiver. I had understood that the waiver extended to the categories of ARC’s county economic statuses eligible for federal funding (Distressed, At-Risk, Transitional and Competitive) and that Dawsonville, in a Competitive County, would qualify for a 50/50 match.

Charley told me that ARC statute allows us to offer match waivers to Distressed, At-Risk and Transitional counties only. This means that Dawsonville, as a city in a Competitive County, qualifies for a 70/30 match. As such, in order for us to process your request for funding, DCA will need a new match commitment letter from the city, stating that it will provide \$70,000 in funding to match with \$30,000 in ARC funds for a downtown redevelopment plan.

I sincerely apologize for my misunderstanding in this whole process. Thank you for being gracious and understanding. I’m looking forward to working with you now and into the future to help Dawsonville reach its full potential.

Annaka

Annaka Woodruff
Program Manager, Appalachian Regional Commission
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329

Direct [404-679-4997](tel:404-679-4997)
Mobile [706-566-4200](tel:706-566-4200)
annaka.woodruff@dca.ga.gov

Learn more about our commitment to [fair housing](#).



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 13

SUBJECT: DEVELOPMENT STANDARDS CONCERNING PRIVATE AIRFIELDS AND HELIPORTS

CITY COUNCIL MEETING DATE: 08/01/2022

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 CONSIDER AMENDING THE DEVELOPMENT STANDARDS TO READ:

FOR DEVELOPMENT ON PRIVATE AIRFIELDS AND HELIPORTS, STANDARD FAA CRITERIA MAY BE UTILIZED IN LIEU OF DEVELOPMENT SPECIFICATIONS

HISTORY/ FACTS / ISSUES:

- **VERBIAGE PROVIDED BY THE CITY'S AIRPORT CONSULTANT**
-

OPTIONS:

INSTRUCT STAFF HOW TO PROCEED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager