

**AGENDA**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, May 20, 2024**  
**5:00 P.M.**

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1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
  - a. Approve Minutes
    - Regular Meeting held May 6, 2024
    - Executive Session held May 6, 2024
8. Employee Recognition
9. Proclamations:
  - National Public Works Week, May 19 – 25, 2024
  - National Accounting Day, May 19, 2024

**BUSINESS**

10. Atlanta Motorsports Park: Special Event Request to Exceed Sound Limits, June 14-16, 2024
11. Consideration of Awning Purchase and Installation for the Georgia Racing Hall of Fame

**WORK SESSION**

12. Presentation by Turnipseed Engineers: Water/Sewer Rate Study
13. FY 2024-2025 Proposed Budget

**STAFF REPORTS**

14. Bob Bolz, City Manager
15. Robin Gazaway, Finance Director

**MAYOR AND COUNCIL REPORTS**

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

**RESERVED FOR POTENTIAL ACTION ON EXECUTIVE SESSION ITEMS, IF NEEDED**

**ADJOURNMENT**

*The next scheduled City Council meeting is Monday, June 3, 2024*

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



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7

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SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 05/20/2024

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PURPOSE FOR REQUEST:

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

- a. Approve Minutes
- Regular Meeting held May 6, 2024
  - Executive Session held May 6, 2024
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DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7a

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SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 05/20/2024

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST:

**TO APPROVE THE MINUTES FROM:**

- **REGULAR MEETING HELD MAY 6, 2024**
  - **EXECUTIVE SESSION MEETING HELD MAY 6, 2024**
- 

HISTORY/ FACTS / ISSUES:

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OPTIONS:

**AMEND OR APPROVE AS PRESENTED**

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly Banister, City Clerk

**MINUTES**  
**CITY COUNCIL REGULAR CALLED MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, May 6, 2024**  
**5:00 P.M.**

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1. **CALL TO ORDER:** Mayor Walden called the meeting to order at 5:00 p.m.
2. **ROLL CALL:** Present were Councilmember William Illg, Councilmember Sandy Sawyer, Councilmember Mark French, Councilmember Caleb Phillips, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utility Director Jacob Barr, Downtown Development Director Amanda Edmondson and Finance Director Robin Gazaway. Stacy Harris was in attendance for Planning and Zoning.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Phillips.
4. **ANNOUNCEMENTS:** Gospel in the Park will be held this Saturday, May 11, 2024 from 1:00 – 6:00 p.m. at Main Street Park.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by W. Illg; second by S. Sawyer. 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 M. French; second by C. Phillips. Vote carried unanimously in favor.
  - a. Approve Minutes
    - Regular Meeting and Work Session held April 15, 2024
    - Executive Session held April 15, 2024
8. **INTRODUCE DCSO PATROL CAPTAIN JOHNNY HOLTZCLAW:** Captain Holtzclaw introduced himself and Lt. Taffar. They will be overseeing the deputies assigned to the City and they look forward to working with the City.
9. **INTRODUCE NEW EMPLOYEES:** City Manager Bolz introduced David Medina and Caleb Reece, who are working in the Public Works Department and Kenneth Smith who is working part-time in the Planning & Zoning Department.
10. **PROCLAMATIONS:** Mayor Walden read the following proclamations and thanked the staff for their hard work.
  - **WATER PROFESSIONALS APPRECIATION WEEK, MAY 5 – 11, 2024**
  - **MUNICIPAL CLERKS WEEK, MAY 5 – 11, 2024**

## **BUSINESS**

11. **CREATION OF NEW POSITION: ASSISTANT CITY MANAGER:** Motion to table the item until after the executive session made by S. Sawyer; second by W. Illg. Vote carried unanimously in favor.
12. **REVISED ORGANIZATION CHART:** Motion to table the item until after the executive session made by S. Sawyer; second by C. Phillips. Vote carried unanimously in favor.
13. **INTERGOVERNMENTAL AGREEMENT: BURT CREEK ROAD IMPROVEMENT PROJECT:** Motion to approve the Intergovernmental Agreement with Dawson County as presented made by M. French; second by C. Phillips. Vote carried unanimously in favor. (Exhibit "A")

## **MAYOR AND COUNCIL REPORTS:**

Councilmember Illg stated he is looking forward to attending Gospel in the Park on Saturday. Mayor Walden stated he heard Food Truck Friday was a success and appreciates all the residents who came out. The next event is Friday, June 7, 2024.

## **EXECUTIVE SESSION**

At 5:15 p.m. a motion to close regular session and go into executive session for potential/pending litigation, land acquisition and personnel was made by M. French; second by W. Illg. Vote carried unanimously in favor.

**MINUTES**  
**CITY COUNCIL REGULAR CALLED MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, May 6, 2024**  
**5:00 P.M.**

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At 5:55 p.m. a motion to close executive session was made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.

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

**RESERVED FOR POTENTIAL ACTION ON EXECUTIVE SESSION ITEMS**

**ITEM 11. CREATION OF NEW POSITION: ASSISTANT CITY MANAGER:** Motion to approve the new position of Assistant City Manager with the removal of the wording “is appointed by the City Council” under Supervisory Controls in the job description made by S. Sawyer; second by M. French. Vote carried unanimously in favor.

**ITEM 12. REVISED ORGANIZATION CHART:** Motion to approve the revised organization chart as presented made by C. Phillips; second by W. Illg. Vote carried unanimously in favor. (Exhibit “B”)

**CONSIDERATION OF PROPERTY SALE TO DAWSON COUNTY:** Attorney Tallant explained Dawson County approached the City regarding purchasing a portion of the 17-acre property the City recently acquired to build a new Health Department.

Motion to approve the sale of approximately two acres from the City in the amount of \$67,000 per acre contingent upon the agreement of the terms and conditions contained within the final contract made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.

**ADJOURNMENT**

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

***Approved this 20<sup>th</sup> day of May 2024***

By: CITY OF DAWSONVILLE

\_\_\_\_\_  
John Walden, Mayor

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

\_\_\_\_\_  
William Illg, Councilmember Post 2

\_\_\_\_\_  
Sandra Sawyer, Councilmember Post 3

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

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

STATE OF GEORGIA  
COUNTY OF DAWSON

AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

Mayor John Walden, Councilmember Caleb Phillips, Councilmember William Illg, Councilmember Sandra Sawyer and Councilmember Mark French; being duly sworn, state under oath that the following is true and accurate to the best of their knowledge and belief:

1. The City of Dawsonville Council met in a duly advertised meeting on May 6, 2024.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5<sup>15</sup> p.m.
4. The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law: (check all that apply)

Consultation with the City Attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the City or any officer or employee or in which the City or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1);

Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and \_\_\_\_\_;

Discussion of future acquisition of real estate as provided by O.C.G.A. § 50-14-3(b)(1);

Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a City officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);

Other \_\_\_\_\_ as provided in: \_\_\_\_\_.


This 6<sup>th</sup> day of May 2024; By the City of Dawsonville, Mayor and Council:

  
\_\_\_\_\_  
John Walden, Mayor

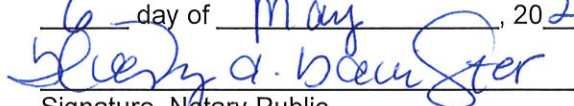
  
\_\_\_\_\_  
Caleb Phillips, Councilmember Post #1

  
\_\_\_\_\_  
William Illg, Councilmember Post #2

  
\_\_\_\_\_  
Sandra Sawyer, Councilmember Post #3

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

Sworn to and subscribed before me this  
6 day of May, 2024.

  
\_\_\_\_\_  
Signature, Notary Public

My Commission expires: Feb 18, 2028



**STATE OF GEORGIA  
COUNTY OF DAWSON**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
DAWSON COUNTY AND THE CITY OF DAWSONVILLE REGARDING  
A CROSS-JURISDICTIONAL ROAD IMPROVEMENT PROJECT**

**(Burt Creek Road)  
(from SR 136 to Dawson/Lumpkin County Line)**

THIS AGREEMENT, effective as of \_\_\_\_\_, 2024, is by and between DAWSON COUNTY, a political subdivision of the State of Georgia (“Dawson”), and the CITY OF DAWSONVILLE, a Georgia municipal corporation (“Dawsonville”). Individually, Dawson and Dawsonville may be referred to herein as a “Party,” and, collectively, as the “Parties.”

**WHEREAS**, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, cities and counties are authorized to contract with each other for a period not exceeding 50 years for the provision of services, or for the joint or separate use of facilities or equipment, so long as such contracts deal with activities, services, or facilities which such cities and counties are authorized by law to undertake or provide; and

**WHEREAS**, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, Dawson and Dawsonville are authorized, jointly and severally, to exercise powers and provide services related to street and road construction maintenance, including curbs, sidewalks, street lights, and devices to control the flow of traffic on streets and roads constructed by counties and municipalities or any combination thereof; and

**WHEREAS**, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, Dawson is prohibited from exercising these powers or providing any such service inside the boundaries of Dawsonville except by contract with Dawsonville; and

**WHEREAS**, pursuant to O.C.G.A. § 32-4-62(d), Dawson has the authority provided in O.C.G.A. § 32-4-112(b) to contract with Dawsonville and expend funds for work on public roads within Dawsonville’s jurisdictional boundary; and

**WHEREAS**, a portion of Burt Creek Road between State Route (“SR”) 136 and the Dawson/Lumpkin County line lies within Dawsonville’s jurisdiction and a larger portion of that section of Burt Creek Road lies within Dawson’s jurisdiction; and

**WHEREAS**, Dawson and Dawsonville are parties to that certain Settlement and Release Agreement effective on May 20, 2021, wherein Dawson agreed as a part of such settlement to repave, as part of its road and culvert improvements projects, Burt Creek Road from SR 136 to the Dawson/Lumpkin County line; and

**WHEREAS**, following further inspection of that portion of Burt Creek Road to be repaved, the Parties agree that repaving is no longer a viable, long-term solution and additional work beyond

just repaving the road (e.g., deep patch and resurfacing and/or full depth reclamation) should be completed to extend the life of the road; and

**WHEREAS**, in accordance with the applicable state law requirements, Dawson has conducted a competitive bid solicitation which will result in an agreement between Dawson and a paving company (the “Contractor”), which agreement scope will include deep patch and resurfacing work to be completed on that portion of Burt Creek Road lying within Dawsonville’s jurisdiction (the “Project”); and

**WHEREAS**, Dawsonville has agreed to pay the difference between the bid price associated with the base repaving work for the Project and the bid price of the deep patch and resurfacing work to be completed on the roadway within Dawsonville’s jurisdiction; and

**WHEREAS**, the Parties agree that coordination of construction efforts for cross-jurisdictional road improvement projects, including the Project herein, provides cost savings and efficiencies that are in the best interest of the citizens of both Dawson and Dawsonville.

**NOW THEREFORE**, for and in consideration of the mutual promises, the public purposes, and the acknowledgment and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree to the above recitals and as follows:

1. **Agreement.**

- a. **Dawson’s Duty to Manage the Project.** The Parties agree that Dawson shall assume primary responsibility for management of the Project, including completion of the Work (described below), and its public road construction/maintenance agreement with a paving company (the “Contractor”).
- b. **General Description of the Work.** The work to be performed pursuant to this Agreement consists of deep patch and resurfacing of approximately 2,635 linear feet of Burt Creek Road lying within Dawsonville’s jurisdiction (the “Work”). Dawson shall complete the Work using the services of the Contractor.
- c. **Timing.** Dawson estimates that it will issue a Notice to Proceed to the Contractor before the end of June 2024 and that the Work shall be substantially completed before the end of December 2024.
- d. **Cost Allocation.** The Work to be completed within Dawsonville’s jurisdiction (deep patch and resurfacing) is estimated to cost \$44,383.23, which is calculated as the difference between the base repaving work (\$112,733.12) (which remains Dawson’s responsibility) and the increased cost associated with the deep patch and resurfacing work (\$157,116.35) (see Bid Tabulations Sheet attached marked “Exhibit A”). Dawsonville agrees to pay \$44,383.23 towards the completion of the Work and Dawson agrees to pay the remainder (\$112,733.12). The Parties agree



that Project costs are based on estimated quantities and that actual contract quantities will not be known until the Project is complete. The Parties agree that upon completion of the Project, when actual contract quantities are final, the Parties agree to split additional costs incurred above the estimated amount referenced above such that the County will fund 72% of the additional costs and the City will fund 28% of the additional costs (same percentage split as allocated above). Except for any reasonably disputed amounts (which shall be paid promptly upon resolution of the dispute), Dawsonville shall pay all amounts due under this IGA to Dawson within thirty (30) days of request.

- e. **Dawsonville's Right and Duty to Review the Work.** Dawsonville shall have the right and duty to review the Work and to advise Dawson of any observed discrepancies or potential problems so that these can be timely addressed with the Contractor. Dawsonville may, but shall not be required to, test or inspect the Work for compliance with applicable technical standards. Dawsonville acknowledges that its remedies against the Contractor for defective Work may be limited to those remedies available to Dawson in its contract with the Contractor to the extent such remedies can be enforced by Dawson. Dawsonville shall respond in a timely manner to any issue that may arise during the Work that requires its input. The Parties shall make reasonable and good-faith efforts to coordinate their oversight of the Work and proactively address any issues that may arise.
- f. **Disputes with the Contractor.** Dawson shall address with the Contractor any issues or concerns raised by Dawsonville concerning the Work and, subject to the limitations below, Dawson shall make good faith efforts to enforce the contract with the Contractor for the benefit of Dawsonville. Except as separately agreed between the Parties, Dawson shall not be required to write any demand letter or file any lawsuit against the Contractor or take any other similar formal legal action arising out of the Work.
- g. **Change Orders.** Dawson will discuss any proposed change orders that operate to increase the cost of the Project for the Work to be performed within Dawsonville's jurisdiction with Dawsonville in advance of approving such change orders with the Contractor. Upon Dawsonville's approval of any such proposed change order, Dawsonville agrees to timely pay all costs associated therewith in accordance with subsection d. hereinabove.
- h. **Contractor Insurance and Contract Provisions.** Dawson shall make a good faith effort to include in its contract with Contractor, or to execute an amendment to such contract, a requirement that: (1) Dawsonville is named as an additional insured on any liability policies covering the Work, (2) Dawsonville is named as an intended third-party beneficiary of such contract, and (3) the Contractor be required to give notice to the County within a reasonable time after discovering that the actual

contract quantities for the Work within Dawsonville's jurisdiction will exceed the estimated quantities, which notice the County will provide to the City upon receipt.

2. **Agreement Term.** This Agreement shall commence upon execution by the Parties and shall expire upon completion of all duties and obligations provided herein, provided that the term of the Agreement shall not exceed fifty (50) years.
3. **Termination for Convenience.** Either Party may terminate this Agreement for convenience by providing written notice of termination to the other Party. If Dawsonville terminates this Agreement for convenience: (a) Dawson shall promptly (but in any event, not later than fourteen (14) calendar days following receipt of a termination notice from Dawsonville) terminate the Work in its contract with the Contractor (but only that portion of the Work that is within Dawsonville's jurisdiction); and (b) Dawsonville shall reimburse Dawson for all reimbursable costs incurred through the date of termination of the Dawson-Contractor contract.
4. **Assignment or Transfer.** The rights, privileges and obligations under this Agreement shall not be assigned or transferred by either Party without the prior written consent of the other party.
5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.
6. **Public Procurement Requirements.** Each Party agrees that it will comply with all public road work procurement requirements under any applicable state or federal law related to any construction, improvements, or services contemplated by this Agreement.
7. **E-Verify and Title VI.** Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for the Project and/or the Work shall contain all required E-Verify and Title VI requirements under applicable law.
8. **Cooperation.** Each Party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either Party may reasonably require to effectuate the provisions and intention of this Agreement.
9. **Authority to Execute.** Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required

governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof.

10. **Force Majeure.** In case by reason of force majeure, any Party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure," as employed herein, shall mean (a) any cause beyond the Party's reasonable control; (b) any act(s) of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) strikes, lockout(s) or other labor disputes or industrial disturbance(s); (e) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, pandemic/epidemic, invasion or act(s) of a public enemy; (f) order(s) of any kind of the Government of the United States or the State of Georgia or any civil or military authority; and (g) natural disaster, catastrophe, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, or explosions, or breakage or accidents outside the Party's control which prevent performance under this Agreement.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes and replaces any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of all Parties with appropriate authorization.
12. **Waiver.** No failure by either Party to enforce any right or power granted under this Agreement, or to insist upon strict compliance, and no custom or practice of either Party at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect a Party's right to demand exact and strict compliance with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.
13. **Severability.** Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

14. **Agreement Jointly Drafted by the Parties.** Each Party represents that it has reviewed and become familiar with this Agreement and has notified the other Party of any discrepancies, conflicts or errors herein. The Parties agree that, if any ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

15. **Records.** Each Party shall maintain records relating to matters covered by this Agreement as required by law and by any additional requirements in this Agreement. Such records shall be maintained for at least a period of three (3) years following the termination or expiration of this Agreement.

16. **Notices.** All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

If to Dawsonville:

City of Dawsonville, Georgia  
Administrative Offices  
415 Highway 53 East, Suite 100  
Dawsonville, GA 30534  
ATTN: City Manager

If to Dawson:

Dawson County, Georgia  
Administrative Offices  
25 Justice Way  
Dawsonville, GA 30534  
ATTN: County Manager

17. **Settlement Agreement Satisfaction.** The Parties hereto agree that Dawson's obligations regarding the repaving of Burt Creek Road as described under that certain Settlement and Release Agreement effective on May 20, 2021, a copy of which is attached hereto marked "Exhibit B," including the timing requirements stated therein, shall be fully and finally satisfied upon completion of the Project described herein.

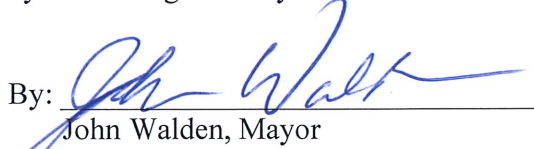
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(signature page follows)

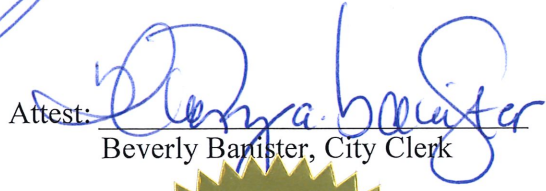
IN WITNESS WHEREOF, the Parties hereto, acting by and through their duly authorized officials and officers pursuant to appropriate ordinances and resolutions hereinbefore duly and properly adopted by each, have caused this Agreement to be executed in duplicate counterparts and the official seals of each Party properly affixed, each delivering to the other one of said duplicate counterparts, the day and year first above written.

**CITY OF DAWSONVILLE, GEORGIA,**  
by and through its City Council

**DAWSON COUNTY, GEORGIA,** by and  
through its Board of Commissioners

By:   
John Walden, Mayor

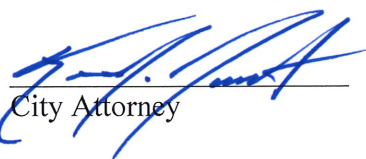
By: \_\_\_\_\_  
Billy Thurmond, Chairman

Attest:   
Beverly Barister, City Clerk

Attest: \_\_\_\_\_  
Kristen Cloud, County Clerk



(county seal)

Approved as to Form: \_\_\_\_\_  
  
City Attorney

Approved as to Form: \_\_\_\_\_  
\_\_\_\_\_  
County Attorney

**EXHIBIT A**

BID TABULATIONS

BURT CREEK ROAD FROM SR 136 TO NORTHERN TERMINI OF CITY LIMITS

**Base Bid**

Line Item	Description	Estimated Quantity	Unit	Unit Cost	Total Estimated Cost
<b>TASK 2:</b>	<b>Leveling and Resurfacing – Burt Creek Road – Approx. 2,635 feet</b>				
2.1	Traffic Control, Shoulders, Striping, Signage and Mobilization	1	Lump sum	\$38,600.12	\$38,600.12
2.2	9.5 mm 135 lbs/SY TP 1/H Mix SP Asphalt Topping 20' wide	450	TN	\$164.74	\$74,133.00
<b>Subtotal</b>				<b>\$112,733.12</b>	

**Alternate Bids**

<b>Alternate 1</b>	<b>BURT CREEK ROAD FDR-Approx. 2635 feet</b>				
Alternate 1.1	Traffic Control, Shoulders, Striping, Signage and Mobilization	1	Lump Sum	\$44,488.76	\$44,488.76
Alternate 1.2	10" Cement Reclaimed Base (Includes temp raised lane markers) 20 foot wide	5855	SY	\$5.33	\$31,207.15
Alternate 1.3	Portland Cement – 55 lb/SY	161	TN	\$286.93	\$46,195.73
Alternate 1.4	B-MOD Asphalt Binder 2" Depth, 20' wide	700	TN	\$154.39	\$108,073.00
Alternate 1.5	9.5 mm 135 lbs/SY TP 1/H Mix SP Asphalt Topping 20' wide	450	TN	\$164.74	\$74,133.00
<b>TOTAL COSTS FOR ALTERNATE #1</b>				<b>\$304,097.64</b>	

<b>Alternate #2 Bid for Task 2</b>					
<b>Alternate 1</b>	<b>BURT CREEK ROAD Deep Patch and Resurfacing-Approx. 2635 feet</b>				
Alternate 1.1	Traffic Control, Striping, Signage and Mobilization	1	Lump Sum	\$33,871.35	\$33,871.35
Alternate 1.2	9.5 mm 135 lbs/SY TP 1/H Mix SP Asphalt Topping 20' wide	450	TN	\$164.74	\$74,133.00
Alternate 1.3	Deep Patch 2 inch depth and replace with B-MOD Asphalt Binder	200	TN	\$245.56	\$49,112.00
<b>TOTAL COSTS FOR ALTERNATE #1</b>				<b>\$157,116.35</b>	

EXHIBIT B

**SETTLEMENT AND RELEASE AGREEMENT**

This Settlement and Release Agreement (hereinafter, the "Agreement") is made and entered into this 20 day of May, 2021, by and between Dawson County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, and the City of Dawsonville, Georgia (the "City"), a municipal corporation (County and City, collectively, the "Parties").

RECITALS

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

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

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

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

**I. NO ADMISSION OF LIABILITY**

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

**II. COUNTY PROJECTS**

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

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



### **III. IGA FOR PARKING**

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

### **IV. IGA FOR SPLOST**

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

### **V. RELEASE AND DISMISSAL OF LAWSUIT**

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

### **VI. MISCELLANEOUS PROVISIONS**

**A. Effective Date**

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

**B. Entire Agreement**

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

**C. Construction of Agreement**

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

**D. Authority to Sign**

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

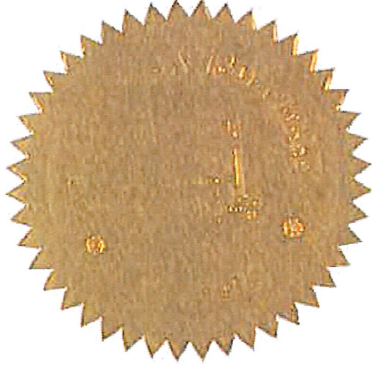
**IN WITNESS WHEREOF**, City and the County have executed this Agreement, effective as of the date first above written.

**[SIGNATURES ON FOLLOWING PAGES]**

City of Dawsonville, Georgia:

*Mike Eason*  
Mike Eason  
Mayor

Attest: *Beverly A. Banister*  
Print Name: Beverly A. Banister  
Its: City Clerk



Dawson County, Georgia:

*Billy Thurmond*  
Billy Thurmond  
Chairman, Board of Commissioners

Attest: *Kristen Cloud*  
By: Kristen Cloud  
Its: County Clerk







DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 8

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SUBJECT: EMPLOYEE RECOGNITION

CITY COUNCIL MEETING DATE: 05/20/2024

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

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

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

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PURPOSE FOR REQUEST:

**TO RECOGNIZE AND PRESENT EMPLOYEE RECOGNITION**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 9

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SUBJECT: PROCLAMATIONS

CITY COUNCIL MEETING DATE: 05/20/2024

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

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

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

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PURPOSE FOR REQUEST:

**TO READ PROCLAMATIONS:**

- **NATIONAL PUBLIC WORKS WEEK, MAY 19 – 25, 2024**
  - **NATIONAL ACCOUNTING DAY, MAY 19, 2024**
- 

HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager



# Proclamation

## National Public Works Week

May 19 - 25, 2024



**WHEREAS**, public works infrastructure, facilities and services are of vital importance to sustainable communities and to the health, safety and well-being of the people of the City of Dawsonville; and,

**WHEREAS**, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers and employees from State and local units of Government and the private sector, who are responsible for and must plan, design, build, operate, and maintain roads, sidewalks, public buildings, public parks and other structures and facilities essential to serve our citizens; and,

**WHEREAS**, it is in the public interest for the citizens and civic leaders in the United States of America to gain knowledge of and to maintain a progressive interest and understand the importance of public works and public works programs in their respective communities,

**WHEREAS**, the year 2024 marks the 64<sup>th</sup> annual National Public Works Week sponsored by the American Public Works Association.

**NOW THEREFORE**, I, John Walden, Mayor of the City of Dawsonville, do proclaim the week of May 19 - 25, 2024, as

### NATIONAL PUBLIC WORKS WEEK

and further extend appreciation to our Public Works staff and recognize their substantial contributions in advancing the quality of life for our citizens and their overall dedication to the City of Dawsonville .

Dated this 20<sup>th</sup> day of May 2024.

---

John Walden, Mayor

Attest:

---

Beverly A. Banister, City Clerk



# Proclamation

## National Accounting Day

May 19, 2024



**WHEREAS**, the finance department is a vital part of local government that impacts the day to day life of individuals throughout the City; and

**WHEREAS**, the finance department provides the necessary financial information to the City's governing body; and

**WHEREAS**, the finance department administers the policies and procedures of the City and maintains the financial records that allow the governing body to carry out public functions efficiently and with confidence; and

**WHEREAS**, the finance department is the official custodian responsible for the proper management and investment of public funds; and

**WHEREAS**, the finance department continually strives to improve the administration of their responsibilities through participation in education programs, seminars, workshops and conferences across the State; and

**WHEREAS**, it is most appropriate that we recognize the accomplishments and dedication of the City of Dawsonville's Finance Department.

**NOW THEREFORE**, I, John Walden, Mayor of the City of Dawsonville, do proclaim May 19, 2024 as

### **NATIONAL ACCOUNTING DAY**

and further extend appreciation to our Finance Director Robin Gazaway and Accounting Clerk Sara Beacham for the vital services they perform and their dedication to the City of Dawsonville.

Dated this 20<sup>th</sup> day of May 2024.

---

John Walden, Mayor

Attest:

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Beverly A. Banister, City Clerk





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 10

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SUBJECT: ATLANTA MOTORSPORTS PARK: SPECIAL EVENT REQUEST TO EXCEED  
SOUND LIMITS, JUNE 14-16, 2024

CITY COUNCIL MEETING DATE: 05/20/2024

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

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

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

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PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL OF SPECIAL EVENT PERMIT FOR A TRACK DAY ON FRIDAY,  
JUNE 14<sup>TH</sup> THROUGH SUNDAY, JUNE 16<sup>TH</sup> 2024 TO ALLOW SOUND LIMITS TO BE EXCEED**

**SEE ATTACHED ZSP C2300063 STIPULATION #17 FOR SOUND LIMITS**

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HISTORY/ FACTS / ISSUES:

- **ZSP C2300063 STIPULATIONS #19 REQUIRES CITY COUNCIL APPROVAL TO CONDUCT A RACING EVENT WITH DIFFERENT PERFORMANCE STANDARDS ON A CASE-BY-CASE BASIS. (SEE ATTACHED)**
- **FIRST TIME REQUEST FOR A 3-DAY SPECIAL EVENT WEEKEND.**
- **AN SPECIAL EVENT PERMIT TO EXCEED SOUNDS LIMITS WAS APPROVED BY CITY COUNCIL ON MARCH 4, 2024.**
- **APPLICANT HAS BEEN REQUESTED TO ATTEND THE MEETING TO ANSWER QUESTIONS.**
- **COMPLAINTS FROM PREVIOUS UNLIMITED SOUND EVENT ON MARCH 25, 2024 ARE ATTACHED AND THE SOUND REPORT FROM AMP FOR THAT DAY**

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OPTIONS:

**IF APPROVED, STAFF RECOMMENDS APPLICANT TO NOTIFYING ADJOINING NEIGHBORS OF EVENT.**

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Stacy Harris, Planning and Zoning Department



To Whom It Concern,

On behalf of our client, Atlanta Region Sports Car Club of America (ARSCCA), AMP is applying for a temporary sound variance from June 14 to June 16 for a 3-day race weekend at AMP.

We are expecting 130 cars to compete in several racing classes.

We estimate the perimeter sound meter reading to be a maximum of 67.5 dB, with the trackside readings below 104 dB at 50 feet.

AMP has a list of adjoining neighbors and will send a letter notifying them.

Sincerely,

Alicia Massie

Director of Events



**City of Dawsonville**  
 415 Hwy 53 E, Suite 100  
 Dawsonville, GA 30534  
 Phone (706)265-3256  
 Fax # (706)265-4214  
 Email: [permit.tech@dawsonville-ga.gov](mailto:permit.tech@dawsonville-ga.gov)

**Permit Application for:**  
 Parades, Public Assemblies,  
 Demonstrations, and Rallies  
 in Public Places

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

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

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

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

- Name of Event: AMP Track Day  PARADE  RALLY  OTHER Track Day
- Location of Event: Atlanta Motorsports Park  PUBLIC DEMONSTRATION
- Date(s) of Event: June 14 - 16  PUBLIC ASSEMBLY  
 Time of Event: Start: 8:00 a.m./p.m. End: 5:00 a.m./p.m.  ROAD CLOSING \_\_\_\_\_ Hrs.  
 NON-PROFIT (please provide 501 (c)(3) Information)  PROFIT
- Provide information listed below for the main contact person responsible for the organization of this event:

Name: <u>Alicia Massie</u>	Title: <u>Dir of Events</u>
Organization: <u>Atlanta Motorsports Park</u>	Telephone #: <u>[REDACTED]</u>
Email Address: <u>[REDACTED]</u>	Cell Phone #: <u>[REDACTED]</u>
Address: <u>20 Duck Thurmond RD</u> City: <u>Dawsonville</u> State: <u>GA</u> Zip Code: <u>30534</u>	

- Provide information listed below for any key personnel involved in coordinating this event. Also, provide information listed below on each officer of the club, organization, corporation, or partnership requesting this event. Attach a separate sheet if necessary.

Name: <u>same as above</u>	Title:
Organization:	Telephone #:
E-Mail Address:	
Address: City: State: Zip Code:	

Name: <u>Jeremy Porter</u>	Title: <u>CEO</u>
Organization: <u>Atlanta Motorsports Park</u>	Telephone #: <u>[REDACTED]</u>
E-Mail Address: <u>[REDACTED]</u>	
Address: <u>20 Duck Thurmond Rd</u> City: <u>Dawsonville</u> State: <u>GA</u> Zip Code: <u>30534</u>	



6. Expected number of participants: 200/day

7. Physical description of materials to be distributed: N/A

8. How do participants expect to interact with public? N/A

9. Route of event: (attach a detailed map of the route) N/A

9.a. Number and type of units in parade: \_\_\_\_\_

9.b. Size of the parade: \_\_\_\_\_

10. Will any part of this Event take place **outside** the City Limits of Dawsonville? No

If YES, do you have a permit for the event from Dawson County? \_\_\_\_\_ Date Issued: \_\_\_\_\_ \* Attach Copy

11. Do you anticipate any unusual problems concerning either police protection or traffic congestion as a consequence of the event? No If YES, please explain in detail: \_\_\_\_\_

12. If road closures are needed, which roads do you anticipate closing and for how long would each be closed? \_\_\_\_\_

13. List all Prior parades or public assemblies, demonstrations, or rallies in a public place within the city limits of Dawsonville for which you obtained a permit in the last 12 months: (Include dates (month/year) – attach separate sheet, if necessary).

**Details:** Please outline what your event will involve: (number of people – life safety issues – vendors – cooking – tents – rides – handicap parking – egress) attach separate sheet if necessary. Also in event outline please include setup, teardown and clean up.

Racing and time trials on the track

**Please attach a Detailed Route, Lay Out and Site plan.**

What participation, if any, do you expect from the **City of Dawsonville**? N/A

What participation, if any, have you arranged from **Dawson County Emergency Services**? N/A

What participation, if any, have you arranged from the **Dawson County Sheriff Department**? N/A

What participation, if any, have you arranged from the **Dawsonville History Museum (GRHOF)**? N/A

What participation, if any, have you arranged from the **Environmental Health**? (Any food service requires inspection from the health department.) N/A

**Insurance Requirements:** (circle that apply)

Sec. 10-25(c) "An applicant for a permit under this ordinance shall obtain liability insurance from an insurer licensed in the State of Georgia for a special event, parade, public assembly, demonstration, rally, footrace, fun run, bicycle race or filming in a public place if one or more of the following criteria exists:"

- (1) The use, participation, exhibition, or showing of live animals;
- (2) The use, participation, exhibition, or showing of automobiles of any size or description, motorcycles, tractors, bicycles, or similar conveyances;
- (3) The use of a stage, platform, bleachers or grandstands that will be erected for the event;
- (4) The use of inflatable apparatus used for jumping, bouncing or similar activities;
- (5) A special event, parade, demonstration, rally, road closing, or other such activity, for which primary attendance (that is, attendance primarily for said special event, parade, demonstration, rally, road closing, or other such activity, and not attendance which is the result of another event) is reasonably expected to meet or exceed one hundred (100) persons;
- (6) The use of roller coasters, bungee jumping or similar activities;
- (7) The use of vendors or concessions; or
- (8) The use of public streets and rights of way. (Required for public street closure or making certain areas exclusively available to the applicant like Main Street Park, City Hall parking lot etc.)

Any applicant required to provide insurance in accord with this section shall provide the City of Dawsonville with a copy of the Certificate of Insurance from an insurer authorized and licensed by the State of Georgia. The City of Dawsonville shall be added as an additional named insured party for the event on the Certificate of Insurance by the carrier. The minimum policy limits shall be \$1,000,000 (one million) per incident and \$2,000,000 (two million) aggregate for the entire event. All cost for insurance and naming the City of Dawsonville as an additional named insured party shall be borne solely by the applicant. Such insurance shall protect the City of Dawsonville from any and all claims for damages to property and/ or bodily injury or death.

Is the Certificate of Liability Insurance attached?  Yes  No  Not applicable to this event

Additional information/comments about liability insurance: \_\_\_\_\_

Additional information/comments about this application: \_\_\_\_\_

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

**APPLICATION:**

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

**RELEASE & WAIVER OF LIABILITY:**

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

**AGREEMENT FOR FINANCIAL RESPONSIBILITY:**

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

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

Alicia Massie  
Applicant's Printed Name

Sworn to and subscribed before me  
this 7 day of May 2024

[Signature]  
Applicant's Signature

K. Dawn Phillips  
Notary Public, State of Georgia

My Commission Expires: October 20, 2025

K Dawn Phillips  
NOTARY PUBLIC  
Dawson County, GEORGIA

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

**ROAD CLOSURES:**

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

Sworn to and subscribed before me  
this 7 day of May 2024

K. Dawn Phillips  
Notary Public, State of Georgia

My Commission Expires: October 20, 2025

Alicia Massie

Applicant's Printed Name

[Signature]

Applicant's Signature

K Dawn Phillips  
NOTARY PUBLIC  
Dawson County, GEORGIA

**TRASH CLEANUP, PARKING PROVISION AND TOILET FACILITIES:**

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

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

Sworn to and subscribed before me  
This 7 day of May 2024

K. Dawn Phillips  
Notary Public, State of Georgia

My Commission Expires October 20, 2025

Alicia Massie

Applicant's Printed Name

[Signature]

Applicant's Signature

K Dawn Phillips  
NOTARY PUBLIC  
Dawson County, GEORGIA

## **ZSP C2300063: APPROVED STIPULATIONS**

1. Private driving instruction and exhibition facility shall mean a facility containing a paved roadway two or more miles in length (the "driving course") the use of which is limited to:
  - a) Providing instruction and training in safe driving skills, adverse weather driving techniques, or high performance/competition driving
  - b) The exhibition, maintenance, and operation of vintage or specialty motor vehicles
  - c) Similar activities which are recreational or educational in nature
  - d) A private driving instruction, racing and exhibition facility
  - e) Accessory clubhouse, rental garages, retail and permitted commercial or industrial uses serving the primary driving course operations
  - f) Garage Condos (Approved September 9, 2019)
  - g) 46 Race Cottages
  - h) Ability to allow up to 25% of owners to rent Airbnb, VRBO, etc. condos and race cottages
2. The Applicant/Owner, their successors and assigns by application for and acceptance of this rezoning shall have conclusively deemed to have agreed to indemnify the City and its agents and representatives from all liability including personal injuries and property damage coming out of the extensive, use, ownership, or operation of the Motorsports Park.
3. When the driving course is not in use, it shall be secured in such a manner to prevent its unauthorized use.
4. Any Public Address (PA) system shall be below 90 DBA at 50 feet from the speaker.
5. The driving course shall be enclosed by a fence of a height and construction sufficient to preclude unauthorized persons from gaining access to the driving course from the main entrance, hot and cold pit areas.
6. When the car/motorcycle driving course is in use at speeds more than 45 mph, the operator shall, at his/her expense, onsite, a fully equipped ambulance with EMT. The EMT's shall be licensed under the laws of the State of Georgia.
7. Rental garages, Club House, rental buildings, and any other permitted commercial/industrial building shall be placed strategically to reduce sound levels. The location of the buildings shall be approved by the City Planning Director.
8. There shall be fifty (50) foot or greater undisturbed buffers along all streams.



9. Where the property runs along Duck Thurmond Road, buildings and existing Acoustiblok or similar quality sound fence shall be placed to reduce the sound levels and keep as much vegetative cover as possible on the approved site plan.
10. There shall be a buffer of between one hundred (100) feet and two hundred (200) feet to reduce sound levels as designed by Owner's sound engineer to meet the requirements of Condition 17. The buffer shall be around the perimeter of the property and shall be undisturbed except to permit an entrance road to the subject property, the construction of sound mitigation measures and/or the installation of any utilities. This buffer shall be planted in any area that is not visually impervious to a level approved by the City Planning Director in order to prevent any soil erosion.
11. Exterior lighting fixtures shall be of the box type and situated so that light only goes downward and shall not be more than twenty-five feet high and shall be designed so to minimize glare and light spillage to not more than one (1) foot candle along the interior buffer line of the subject property. With the exception of the kart lighting outlined in condition 14b.
12. There will be no grandstand(s) constructed on the property.
13. All signs at property lines will meet current regulations. Atlanta Motorsports Park will be allowed two signs on the property. The existing Atlanta Motorsports Park sign is approved and placed at the entrance on Duck Thurmond Road. The second sign will be allowed on highway 53 on the berm of the retention pond. The second sign will be two sided and follow the current sign and size regulations allowed under the CIR designation.
14. Hours of operation are limited to 7:00 a.m. to 6:00 p.m. from November 1 to March 31. From April 1 to October 31, the hours are limited to 7:00 a.m. (or one (1) hour after sunrise, whichever is earlier) to 8:00 p.m. (or one (1) hour after sunset, whichever is earlier). No on track activity before 8 a.m.
  - a) Go-Kart Track extended to 9:00 p.m. Monday through Thursday, 11:00 p.m. Friday and Saturday, and 8:00 p.m. on Sunday.
  - b) The lighting for the go-kart track is LED only, and be a similar system/brand design, light spill, pole height, etc. as the MUSCO Lighting System Kart Spill Lighting Plan Date Oct 7th, 2022, and Kart Lighting Design and Details dated August 16, 2022.
  - c) Military and Law Enforcement training and events are allowed after hours without noise with a 45-day notice to the City Manager.
15. No type of vehicle other than maintenance vehicles, military or law enforcement may run on the track before or after the hours listed above.

16. Facility to be restricted to site plan as submitted as to the use of the property, the type of structures allowed and the general placement of the structure as the same may be revised by the Owner's sound engineer to meet the sound requirements of Condition 17. Any minor adjustments, changes or additions must be approved by the Planning Commission. Any major adjustments must be approved by the City Council. The decision of what is major, or minor is to be made at the discretion of the Planning Director and the City Manager with Mayor and City Council being copied on the correspondence.
17. Sound monitoring meters shall be installed in four locations around the perimeter of the property at the property line on the outside edge of the buffer at locations as shown on the approved site plan. These meters monitor in a unified fashion, if multiple meters read above the sound limits at the same time and same day, it does not result in multiple fines, but one fine per incident. If one meter reads above the sound limit and the others do not, it does result in a fine. In addition, the Owner shall install one sound meter 50 feet from the outside track pavement edge to monitor track sound levels such that they remain below 98 DBA LEQ per vehicle at all times. Only Low Noise Go-Karts may be operated on the track and their noise level may not exceed 92 DBA LEQ. The Owner, its successors and assigns shall operate the sound monitoring meters at all times that the track is operating. As a condition of continued operation pursuant to their business license, sound levels at the four locations outside the existing sound fence as depicted on the approved site plan shall not exceed 63 DBA LEQ (16). Method of measurement: Measurements shall be made with a calibrated sound level meter in good condition, meeting the requirements of a Type 1 or Type 2 meter, as specified in ANSI Standards, section 1.4 – 1971. For the purpose of this section, a sound level, a sound level meter shall contain at least an "A" weighting network, and both fast and slow response capability. Failure to comply with this condition shall result in a citation for watch offense and upon conviction a fine as set by the City Judge of up to \$1,000 per violation. Upon three or more convictions for failure to comply with this condition during any calendar year, the Mayor and Council may revoke the business license and the ability of Owner, and its successors and assigns to operate the facility as a motorsports park complex.
18. All infrastructures shall be designed and installed as required by the Development regulations in force at the time the Owner seeks permits for development.
19. Applicant may apply for a special event permit on a case by case basis which would require City Council approval to conduct racing events with different performance standards.
20. Approval of Master Site Plan page C201 created by Civilogistix dated October 31, 2022, latest revision May 30, 2023.

**MINUTES**  
**CITY COUNCIL REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, October 2, 2023**  
**5:00 P.M.**

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1. **CALL TO ORDER:** Mayor Eason called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Present were Councilmember Mark French, Councilmember Caleb Phillips, Councilmember John Walden, Councilmember William Illg, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utility Director Jacob Barr, Planning Director Jameson Kinley, Finance Director Roblin Gazaway and Downtown Director Amanda Edmondson.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Phillips.
4. **ANNOUNCEMENTS:** Mayor Eason announced the Farmers Market last day will be Saturday, October 21, 2023 from 8:00 am to 1:00 pm and the last Food Truck Friday is this Friday, October 6, 2023 starting at 5:00 pm. City Manager Bolz announced the Dawson County High School and the Georgia Racing Hall of Fame are working together to hold a Haunted House this Friday and Saturday, October 6<sup>th</sup> and 7<sup>th</sup>.
5. **APPROVAL OF THE AGENDA:** Motion to amend the agenda by adding item #13 Modify Granddaddy Mimms Lease Agreement made by W. Illg; second by M. French. Vote carried unanimously in favor.  
Motion to approve the agenda as amended made by J. Walden; second by C. Phillips. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** No participation by the public.
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a,b) made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.
  - a. Approve FY 2023 Budget Amendments – Exhibit "A"
  - b. Approve 2024 Meeting Calendar – Exhibit "B"
8. **PROCLAMATION: CUSTOMER SERVICE WEEK, OCTOBER 2 – OCTOBER 6, 2023:** The Mayor read the proclamation and thanked the staff for the excellent customer service they provide.

**BUSINESS**

9. **DISCUSS SEPTEMBER 18, 2023 REGULAR MEETING AND WORK SESSION MINUTES:** Attorney Tallant explained clarification was needed regarding the approved stipulations of ZSP-C230063. Council acknowledged their approval was to include stipulation #17 as approved by the Planning Commission with the expressed intent of no sound increase. Council further acknowledged stipulation #19 was to include no allowance for unlimited weekends, however, the applicant could apply for a special event permit requiring City Council approval to conduct a racing event with different performance standards on a case by case basis.
10. **REQUEST BY DAWSONVILLE HISTORY MUSEUM TO IMPROVE THE MUSEUM SPACE:** Motion to approve the artwork to be painted on the City Hall Complex building across the entire back wall of the leased museum space made by M. French; second by C. Phillips. Councilmember Illg stated he understood the cost of the artwork would be borne by the museum; Mayor Eason confirmed that it would. Vote carried unanimously in favor.
11. **CONSIDERATION OF SCHEDULING A SPECIAL CALLED JOINT MEETING WITH DAWSON COUNTY BOARD OF COMMISSIONERS CONCERNING TSPLOST:** Motion to schedule a Joint Meeting with the Dawson County Board of Commissioners concerning a special district transportation sales tax on December 8, 2023 at 10:00 am at the Dawson County Government Center made by J. Walden; second by W. Illg. Vote carried unanimously in favor.
12. **IMPACT FEE PRESENTATION BY ADAM HAZELL:** Adam Hazell from the Georgia Mountain Regional Commission presented the assessment from the impact fee study done for the City. Attorney Tallant stated the moratorium on development permits is due to expire the beginning of November and suggests the Council determine at the next meeting how they'd like to proceed. He can have an ordinance prepared in a reasonable amount of time should they decide to implement impact fees.

XL2 Sound Level Meter Broadband Reporting: NoiseScout:  
2022-January--\_Hwy-53\_2024-03-27\_00-00-00\_SRTm0\_SLM\_000\_123\_Audit\_Report.txt

# Broadband Results

Date [YYYY-MM-DD]	Time [hh:mm:ss]	LAeq(16hr) [dB]
2024-03-25	20:00:00	58.8

XL2 Sound Level Meter Broadband Reporting: NoiseScout:  
2022-January--\_Wellhouse\_2024-03-27\_00-00-00\_SRTps\_SLM\_000\_123\_Audit\_Report.txt

# Broadband Results

Date [YYYY-MM-DD]	Time [hh:mm:ss]	LAeq(16hr) [dB]
2024-03-25	20:00:00	58.4

XL2 Sound Level Meter Broadband Reporting: NoiseScout:  
2022-January--\_Pump-House\_2024-03-27

# Broadband Results

Date [YYYY-MM-DD]	Time [hh:mm:ss]	LAeq(16hr) [dB]
2024-03-25	20:00:00	58.7

XL2 Sound Level Meter Broadband Reporting: NoiseScout:  
2022-January--\_Turn-15\_2024-03-27\_00-00-00\_SRTxL\_SLM\_000\_123\_Audit\_Report.txt

# Broadband Results

Date [YYYY-MM-DD]	Time [hh:mm:ss]	LAeq(16hr) [dB]
2024-03-25	20:00:00	63.0

7/19/2023	Sorry to always email you about events but I believe you are one of the few that actually follow up on things. I noticed in the that a study will be conducted on the effects of the AMP requests. I would be more than happy for the study group to listen to AMP noise at my home over 2 miles away. It for sure takes away the serenity for why we moved here 30 years ago. I know a few others in the area that would allow them access up and down Howser Mill and the Pigeon Creek Estate area. It only gets worse when the leaves fall off. When AMP first open the folks around it were told they would have minimum noise. That sure isn't the case today!	Wayne Estes
9/3/2023	This is Sunday of Labor Day weekend. Yesterday the race track was horribly, horribly loud.	Helen Hamryka
10/27/2023	Call from Dr. Wes Hamryka at 9:32 am referencing it's very loud at AMP. Bob texted Jeremy Porter as soon as he heard the message.	Wes Hamryka
10/30/2023	It's 8:30 in the morning on Sunday and the racecars are already at it. I can hear them inside my house with the doors and windows shut. It's ridiculous. It's been bad for 3 days.	Helen Hamryka
3/20/2024	At 6:25pm the noise is so loud they were unable to eat outside. The noise is offensive and oppressive.	Wes Hamryka
3/22/2024	Cars on the track are pretty loud today. Just wanted it documented. Call me if you need to.	Madonna Anderson
3/25/2024	The race track has been very loud the past few days. Friday was bad- it's 9:20 on Sunday morning and I'm sitting in my house and I can hear it going and it's not good.	Helen Hamryka
3/25/2024	Complaint about noise, louder than it ever has been. He requested a callback when problem was resolved. I called him back with no contact and left a voice mail explaining the event.	Gary Pinchon
3/25/2024	complaint about noise, unusually loud and disturbing her animals. Asked for a callback. I phoned her back with no contact and left a voice mail explaining the event and the process for providing feedback anytime they feel the noise is too loud.	Claira Meyer
3/25/2024	called three times, requesting a callback. I spoke with her and explained the event and the approval procedure. She voiced concerns that as a "county resident the city wasn't listening to them."	Natosha Berry
3/25/2024	called complaining that the noise was the most horrible it ever had been and that the city was irresponsible in allowing a higher sound event, complaining partiality to Mr. Porter. Did not want a callback but wanted his complaint recorded.	Wes Hamryka
3/25/2024	called two times, wanted to record a complaint for the track noise. Then called back moments later wanted "to file a complaint for her whole d*#* neighborhood, we were here first."	Doris Adams
3/25/2024	wanted to record a complaint for the "unlimited sound" event at AMP.	Bradley Anderson
3/25/2024	wanted to record a complaint for the intolerable noise at AMP for this special event.	Helen Hamryka
3/25/2024	She said she normally doesn't complain but the noise at AMP was especially loud. She works from home and her customers had heard the noise from the track over the phone. I spoke with her and explained the event and the process AMP went through for approval.	Stacy Coker
3/25/2024	he left a message concerned about the noise and the fact he didn't receive a letter of notification, asking for a callback. I called him back and spoke at length with him and a woman in the background. They relayed that the sound is normally not that bad but with this incident it was hurting their quality of life. He asked if this was some for of gentrification. I explained to him the event decision procedure and assured him we were capturing all the calls and other communications.	Greg Williard
3/25/2024	left a voice mail wanting to be recorded as a complaint. I phoned her back and got no answer.	Theresa Mitchell
3/25/2024	left a message wanting t voice a complaint inquiring why the noise seemed louder today. I phoned her back and spoke with her explaining the process for this event and anytime they feel it is louder than normal.	Katie Tatum
3/25/2024	left a voice mail, Duck Thurmond resident stating that the noise was really loud today.	Anonymous
3/25/2024	left a voice mail this morning (03/26) explaining the noise at AMP was loud over the weekend. (Not sure if he understood yesterday was Monday.)	Anonymous
3/25/2024	left a voice mail advising that he put my phone number on Facebook so people can get accurate information instead of social media. He hears AMP sometimes from his home on Howser Mill but not an issue nor a complaint.	Tim Stower
3/25/2024	The noise level at AMP has been super loud this weekend, especially Monday. What can we do? We continue to register complaints on particularly loud days. We attend the council meetings regularly.	Mary Victor
5/3/2024	It sounds like one car, but it is the loudest thing ever. About 2:45 on May 3rd.	Wes Hamryka
5/5/2024	PA system way too loud.	Matt Anderson

**From:** [Bob Bolz](#)  
**To:** [Beverly Banister](#)  
**Subject:** FW: AMP Special Event Request  
**Date:** Wednesday, May 15, 2024 9:58:54 AM  
**Attachments:** [Amp.msg](#)  
[Victor Email 3 AMP Noise.msg](#)  
[Focus on Dville 3 AMP noise 32534.PNG](#)  
[Focus on Dville 2 Post AMP 32524.PNG](#)  
[Focus on Dvill Post AMP 3252024.PNG](#)

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**From:** Bob Bolz

**Sent:** Tuesday, March 26, 2024 11:17 AM

**To:** Kevin Tallant <[ktallant@tallanthowell.com](mailto:ktallant@tallanthowell.com)>; Caleb Phillips ([cphillips@dawsonville-ga.gov](mailto:cphillips@dawsonville-ga.gov)) <[cphillips@dawsonville-ga.gov](mailto:cphillips@dawsonville-ga.gov)>; John Walden <[john.walden@dawsonville-ga.gov](mailto:john.walden@dawsonville-ga.gov)>; Mark French ([Mark.French@dawsonville-ga.gov](mailto:Mark.French@dawsonville-ga.gov)) <[Mark.French@dawsonville-ga.gov](mailto:Mark.French@dawsonville-ga.gov)>; Sandy Sawyer <[sandy.sawyer@dawsonville-ga.gov](mailto:sandy.sawyer@dawsonville-ga.gov)>; William Illg <[william.illg@dawsonville-ga.gov](mailto:william.illg@dawsonville-ga.gov)>

**Cc:** Trampas Hansard <[roads@dawsonville-ga.gov](mailto:roads@dawsonville-ga.gov)>; Clay Moss <[clay.moss@dawsonville-ga.gov](mailto:clay.moss@dawsonville-ga.gov)>; Stacy Harris <[sharris@dawsonville-ga.gov](mailto:sharris@dawsonville-ga.gov)>

**Subject:** AMP Special Event Request

All,

As you know, yesterday was the approved date for the Special Event with modified sound limitations at the Atlanta Motorsports Park. You had approved this event from 9 AM-5PM yesterday, March 25<sup>th</sup>, with sound not to exceed 107 DBA LEQ. I have summarized the complaints we received yesterday, last night, and this morning from various residents. I have asked Jeremy Porter if he is able to provide the sound meter readings from yesterday and am awaiting to hear back from him. Once we receive those, we will pass them along to you as well. I might add, over the last two preceding weeks, we have received complaint calls from Dr. Wes Hamryka and Madonna Anderson.

As we always do, the complaints have been captured and put on our spreadsheet. We also have tried to capture any voice mails that were left, in some cases multiple calls from the same people, two emails from the same sender (Mary Victor), and I have posted some of the comments from social media. I am sure there are more out there. I am glad to send you any or all of the voice mails.

Some of the emails asked for a callback, which we provided; some just wanted to make sure their complaints were recorded, and some failed to leave names. The following is a summary of the calls:

- Gary Pichon – complaint about noise, louder than it ever has been. He requested a callback when problem was resolved. I called him back with no contact and left a voice mail explaining the event.

- Clair Meyer – complaint about noise, unusually loud and disturbing her animals. Asked for a callback. I phoned her back with no contact and left a voice mail explaining the event and the process for providing feedback anytime they feel the noise is too loud.
- Natosha Berry – called three times, requesting a callback. I spoke with her and explained the event and the approval procedure. She voiced concerns that as “a county resident the city wasn’t listening to them.”
- Dr. Wes Hamryka – called complaining that the noise was the most horrible it ever had been and that the city was irresponsible in allowing a higher sound event, claiming partiality to Mr. Porter. Did not want a callback but wanted his complaint recorded.
- Doris Adams – called two times, wanted to record a complaint for the track noise. Then called back moments later wanting “to file a complaint for her whole d\*#\* neighborhood, we were here first.”
- Bradley Anderson – wanted to record a complaint for the “unlimited sound” event at AMP.
- Helen Hamryka – wanted to record a complaint for the intolerable noise at AMP for this special event.
- Stacy Coker – She said she normally doesn’t complaint but the noise at AMP was especially loud. She works from home and her customers had heard the noise from the track over the phone. I spoke with her and explained the event and the process AMP went through for approval.
- Greg Williard – he left a message concerned about the noise and the fact he didn’t receive a letter of notification, asking for a callback. I called him back and spoke at length with him and a woman in the background. They relayed that the sound is normally not that bad but with this incident it was hurting their quality of life. He asked if this was some form of gentrification. I explained to him the event decision procedure and assured him we were capturing all the calls and other communications.
- Theresa Mitchell – Left a voice mail wanting to be recorded as a complaint. I phoned her back and got no answer.
- Katie Tatum –left a message wanting to voice a complaint inquiring why the noise seem louder today. I phoned her back and spoke with her explaining the process for this event and anytime they feel it is louder than normal.
- Anonymous – left a voice mail, Duck Thurmond resident stating that the noise was really loud today.
- Anonymous – left a voice mail this morning (03/26) explaining the noise at AMP was loud over the weekend. (Not sure if he understood yesterday was Monday).
- Tim Stower – left a voice mail advising that he put my phone number on Facebook so people can get accurate information instead of social media. He hears AMP sometimes from his home on Howser Mill but not an issue nor a complaint.

Please let me know if you would like more information.

*Bob Bolz*



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 11

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SUBJECT: CONSIDERATION OF AWNING PURCHASE AND INSTALLATION FOR THE  
GEORGIA RACING HALL OF FAME

CITY COUNCIL MEETING DATE: 05/20/2024

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

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

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

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PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL TO PURCHASE AND INSTALL A NEW AWNING FOR THE FRONT  
ENTRANCE OF THE GEORGIA RACING HALL OF FAME IN THE AMOUNT OF \$5,180.00.**

**FUNDS ARE AVAILABLE IN THE REPAIR AND MAINTENANCE CATEGORY FOR THE MUSEUM  
BUILDING IN THE FY 2024 GENERAL FUND BUDGET**

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HISTORY/ FACTS / ISSUES:

- **REQUEST MADE BY MUSEUM DIRECTOR, CINDY ELLIOTT**
- 

OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Trampas Hansard, Public Works Director



# METAL OVERHEAD CANOPY

ELEVATION

280"



TOP VIEW

END VIEW

30"

30"

10"

PAN ALUMINUM

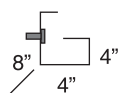
WALL FASTENERS

280"

CANOPY:  
WELDED 1"x1" ALUMINUM  
FRAME SKINNED  
WITH BLACK ALUMINUM

OUTSIDE BORDER

ALUMINUM



WALL



THIS CUSTOM DESIGN IS THE EXCLUSIVE PROPERTY OF LANG SIGNS, INC. ALL RIGHTS TO ITS USE AND/OR REPRODUCTION ARE RESERVED.  
www.langsigns.com PHONE: 770-887-7339

CLIENT: DAWSON COUNTY  
SALESPERSON: MICHAEL MOORE  
DESIGNER: NEIL TANNER

APPROVED BY: \_\_\_\_\_  
DATE: 5/14/24

FILE: ARTWORK / SALES ART  
DAWSON CITY HALL AWNING  
SCALE: 3/16"=1'



**Lang Signs, Inc.**  
 520C Industrial Way  
 Cumming, GA 30040  
 P: 770.887.7339 | F: 770.781.9528  
 www.langsigns.com

# Estimate

Date	Estimate #
5/14/2024	6494

Company/Client Name and Address
City of Dawsonville P.O. Box 6 Dawsonville, GA 30534

Jobsite/Location and Contact
City of Dawsonville Speed Shop 415 Hwy 53 East Dawsonville, GA 30534

P.O. No.	Sales Rep	Sales Rep E-mail	Terms	Projected Completion
Trampus Hansard	MM	michael.moore@langsigns.com	50% Deposit Required	5/14/2024

Description	Qty	Sides	H x W	Rate	Total
AWNING Color: Black Description: Aluminum awning 10" x 30" x 280" Text:	1		10" x 280"	4,180.00	4,180.00
INSTALL ONLY	1			1,000.00	1,000.00
Terms & Conditions					0.00
* Please review new terms regarding acceptance of Lang Signs' estimates/proposals. Companies using "Customer/Contractor Portals" will be charged an Admin Fee. * Lang Signs, Inc. shall not be responsible for errors, omissions, or defects resulting from plans, designs, artwork, or other information furnished by purchaser or third parties including, but not limited to contractors and government agents. * Lang Signs, Inc. shall not be responsible or held liable for any issue regarding discrepancies with local municipalities, ordinances, covenants, etc. if customer requests that Lang Signs, Inc. not be involved with the permitting process. * Lang Signs, Inc. shall not be responsible for the location of a sign placed on the property. The sign placement is determined by a site plan showing the sign placement, the owner him/herself or an owner's representative (superintendent). * Any alteration from specifications submitted involving extra costs, including changes by on-site personnel and extra installation trips resulting from an unprepared site, will become additional charges over and above the original quotation. * Unless stated otherwise, installation prices assume unobstructed access to site and standard wall/ground conditions, said prices are subject to revision where unforeseeable conditions are encountered. * Excavation of footing does not include removal of dirt, concrete, or other excavated materials from the site or repair to affected landscaping. * Any representation made regarding due dates or turnaround times are contingent upon timely receipt of permits, deposits, camera-ready art, and all supporting documentation as well as strikes, accidents, weather, or delay beyond our control. * Lang Signs, Inc. may at its discretion, charge a storage fee and or/invoice product prior to their installation if purchaser or purchaser's agents delay delivery or installation for ten (10) or more calendar days. * Purchaser agrees to pay a \$50.00 late penalty plus a 1.5% monthly finance fee on past due					

<b>Subtotal</b>
<b>Sales Tax (7.0%)</b>
<b>Total</b>

Customer Approval Signature



**Lang Signs, Inc.**  
 520C Industrial Way  
 Cumming, GA 30040  
 P: 770.887.7339 | F: 770.781.9528  
 www.langsigns.com

# Estimate

Date	Estimate #
5/14/2024	6494

Company/Client Name and Address
City of Dawsonville P.O. Box 6 Dawsonville, GA 30534

Jobsite/Location and Contact
City of Dawsonville Speed Shop 415 Hwy 53 East Dawsonville, GA 30534

P.O. No.	Sales Rep	Sales Rep E-mail	Terms	Projected Completion
Trampus Hansard	MM	michael.moore@langsigns.com	50% Deposit Required	5/14/2024

Description	Qty	Sides	H x W	Rate	Total
<p>amounts. In the event this contract is placed for collection through an outside agency, attorney or court, all resulting fees shall be paid by purchaser.</p> <p>* In the event that legal action is taken by either party to settle a dispute, the venue for said legal action shall be Forsyth County, Georgia purchaser agrees to settle disputes via arbitration if requested by Lang Signs, Inc.</p> <p>* Title to all material and property covered by this contract shall remain on Lang Signs, Inc. possession and shall not constitute a part of the reality to which it may be attached until the purchase price, including any application late penalty and finance fee is paid in full.</p> <p>* In the event of default by purchaser, Lang Signs, Inc. may at once and without process of law take possession of and remove as and when it seems fit, all materials used or intended for use in the construction of said property called in this contract without liability to purchaser whatsoever. Expenses for removal, storage, and reinstallation will be paid by purchaser.</p> <p>* Purchaser agrees to secure all necessary permission for use of all registered trademarks and/or copyrights used and assumes all liability for trademarks/copyright infringement or misuse.</p> <p>* Lang Signs, Inc. reserves the right to use any sketches and/or photographs of the signs it manufactures or installs for marketing and other purposes.</p> <p>* All sketches and designs, or any facsimile thereof remain the property of Lang Signs, Inc. If signs are constructed by others, Lang Signs, Inc. will be duly paid for all other work performed.</p> <p>* Unless stated otherwise, prices are F.O.B. Lang Signs, Inc. in Cumming, Georgia and do not include permit fees, final electrical hook-up, or engineer stamp (if required).</p> <p>* Due to fluctuating concrete costs (varied by area or state) the cost of concrete is not included and will be billed separately.</p> <p>* Unless stated otherwise, the cost of engineered drawings, permits and permit acquisition is not included and will be billed separately.</p>					

<b>Subtotal</b>
<b>Sales Tax (7.0%)</b>
<b>Total</b>

Customer Approval Signature



**Lang Signs, Inc.**  
 520C Industrial Way  
 Cumming, GA 30040  
 P: 770.887.7339 | F: 770.781.9528  
 www.langsigns.com

# Estimate

Date	Estimate #
5/14/2024	6494

Company/Client Name and Address
City of Dawsonville P.O. Box 6 Dawsonville, GA 30534

Jobsite/Location and Contact
City of Dawsonville Speed Shop 415 Hwy 53 East Dawsonville, GA 30534

P.O. No.	Sales Rep	Sales Rep E-mail	Terms	Projected Completion
Trampus Hansard	MM	michael.moore@langsigns.com	50% Deposit Required	5/14/2024

Description	Qty	Sides	H x W	Rate	Total
<b>Warranty</b>  Lang Signs, Inc. warrants the following products against defective workmanship and materials to the original owner for the period defined below from the date of shipment or installation. If the product should prove defective in material or workmanship within that period, Lang Signs, Inc. will repair or replace the defective part(s) in a timely manner at no charge to the purchaser.  <b>Items</b> * Steel Components (frames, poles, mounting, hardware, etc.) 1 year * Aluminum Components (frames, skins, backgrounds, letters, etc.) 1 year * Flex Faces and Awning Skins (with proof of proper semi-annual cleaning) 1 year * Plastic Components (faces, trim cap, backgrounds, letters, etc.) 1 year * Electronic Message Boards (materials only) 1 year * Electrical Components (sockets, ballasts, neon, transformers, etc. except lamps) 1 year * Vinyl Copy and Graphics 1 year * Lamps (purchased as part of new sign) Six (6) months * Service Work (labor and materials) Thirty (30) days  This warranty does not cover: Damage resulting from accident, misuse, abuse, neglect, or other circumstances beyond Lang Signs, Inc. control, including storm damage, signs manufactured but not installed and/or serviced by Lang Signs, Inc., or specific requests by purchaser for materials or construction methods not recommended by Lang Signs, Inc.  No other warranties expressed or implied: Purchaser acknowledges that, notwithstanding any contrary term or provision in purchaser's purchase order or otherwise, the only warranty extended by Lang Signs, Inc. is the express warranty contained herein. Purchaser further acknowledges that no oral warranties, representations, or guarantees of any kind have been made by Lang Signs, Inc. or its agents, that in any way alter the terms of the warranty.					0.00

Thank you for considering Lang Signs, Inc. for your sign needs. The quotation above is a representation of our previous discussions. If you have any questions, please don't hesitate to contact me. We appreciate your business and look forward to working with you!	<b>Subtotal</b>	\$5,180.00
	<b>Sales Tax (7.0%)</b>	\$0.00
	<b>Total</b>	<b>\$5,180.00</b>

Customer Approval Signature \_\_\_\_\_



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 12

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SUBJECT: **PRESENTATION BY TURNIPSEED ENGINEERS: WATER/SEWER RATE STUDY**

CITY COUNCIL MEETING DATE: 05/20/2024

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

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

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

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PURPOSE FOR REQUEST:

**LAMAR ROGERS FROM TURNIPSEED ENGINEERS WILL BE PRESENTING THE DATA FROM THE NEWEST WATER/SEWER RATE STUDY**

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HISTORY/ FACTS / ISSUES:

- **LAST RATE INCREASE WAS EFFECTIVE JANUARY 1, 2022 AND RATES WERE INCREASED BY TEN PERCENT**
- **RATE STUDY WILL BE PROVIDED AT THE COUNCIL MEETING**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

**STAFF RECOMMENDS IMPLEMENTING WATER/SEWER RATE INCREASES AS RECOMMENDED BY TURNIPSEED ENGINEERS**

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REQUESTED BY: Jacob Barr, Utilities Director



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 13

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SUBJECT: FY 2024-2025 PROPOSED BUDGET

CITY COUNCIL MEETING DATE: 05/20/2024

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

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

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

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PURPOSE FOR REQUEST:

**DRAFT OF THE FY 2024-2025 PROPOSED BUDGET**

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HISTORY/ FACTS / ISSUES:

- **COPIES OF THE DRAFT BUDGET WILL BE PRESENTED TO MAYOR AND COUNCIL AT THE MEETING**
- **ONCE PRESENTED TO CITY COUNCIL, DRAFT BUDGET WILL BE POSTED TO THE WEBSITE AND AVAILABLE TO THE PUBLIC UPON REQUEST**
- **PUBLIC HEARING IS SCHEDULED FOR THE JUNE 3, 2024 CITY COUNCIL MEETING**
- **CONSIDERATION OF ADOPTION OF FY 2025 BUDGET IS SCHEDULED FOR THE JUNE 17, 2024 CITY COUNCIL MEETING**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Robin Gazaway, Finance Director



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 14

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

CITY COUNCIL MEETING DATE: 05/20/2024

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

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

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

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PURPOSE FOR REQUEST:

**TO PROVIDE PROJECT UPDATES**

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HISTORY/ FACTS / ISSUES:

**SEE ATTACHED OUTLINE**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager

## CITY MANAGER REPORT

### PREPARED MAY13 FOR MAY 20, 2024, AGENDA

**TSPLOST:** TSPLOST is on the May 21<sup>st</sup> ballot.

**Rental Space – Distillery - Restaurant - Patio:** Our work in the distillery is complete except relocation of one sink and relocation of one sprinkler. We anticipate Granddaddy Mimms starting their buildout in the immediate future with installation of their bar. They hope to be open in June 2024. Work is nearing completion in the restaurant with the tile and vinyl under installation. The framing and sheet rock is complete, the hood has been relocated and stainless-steel wall guard installed, and the kitchen equipment is ordered. The painting and drop ceiling installation are complete. Station House has started the installation of the lights. They hope to open in June. The patio renovation will begin later this summer.

**Food Truck Night:** Our 2024 season successfully kicked off May 3rd with live music, two bouncy houses, eight food trucks, including: Old Dad's Wings, Burger 21, Egg Roll Boyz, King of Spice, Sweet Cheeks BBQ, Eskimo Kisses Ice Cream, IGY6 Coffee, and Mimi's Bagels and More.

**Gospel in the Park:** Our May 11, 2024, gospel music festival in Main Street Park was a hit with several hundred people in attendance along with five food truck, sponsor tents, artist merchandise tents, and several arts and crafts vendors. Acts included Randy & Mary Perry, the Raven Welch Band, Jaden's Call, Karen Peck and New River with Josh Sims of Premier Rendition providing technical assistance with audio and lights. We hope to make this an annual event.

#### **Georgia Racing Hall OF Fame:**

- The GRHOF has completed converting some bathroom space to storage.
- Demolition for the 50's garage and the simulators has started, and the donated Pella doors installation is underway.
- Upgrades are underway for the AV system.
- Their next event is their Memorial Day Car Show scheduled for May 25<sup>th</sup>.

**Farmer's Market:** The market opened April 27<sup>th</sup> and will be open every Saturday through October. Thus far this year, every Saturday the market has been filled with vendors and produce hasn't even started coming in yet.

**Placemaking Mural Project & Oral History:** Two concepts proposal have been developed from two mural artists with proposals, seeking a third. Collaboration is underway for the oral history portion of the project being sponsored by UGA. Equipment provided by UGA is in Dawsonville possession and Renee Rogers has agrees to perform interviews and has been trained by UGA oral historian. Scheduling for the first 5 interviews is in process.

**DCA Historic Resource Survey for CLG \$6,000.00 Grant:** With the City Council awarding the contract work is underway and about 25% complete.

**Impact Fees Study:** With the passage of Impact Fees, we are working on all the implementation tasks, such as the CIP and other DCA requirements.

**Dawson County Health Department:** Discussions continue, and the county has hired an engineer to do some preliminary site evaluation on the southern end of the 17-acre property.



**Utility Rate Study:** Staff were provided with a draft of the utility rate study for review. GBT personnel will present recommendations for rate increases at the May 20<sup>th</sup> City Council Meeting. It looks like a 10% increase for each of the next three years is needed if we are to be able to afford the new WWTP. Without adequate rate increase, we will be unable to make the debt service on a loan of the magnitude needed for the new WWTP. Without a new plant, growth stops or projects must revert to septic tank systems.

**Well #112 Drilling & Spring Site:** We continue to make substantial efforts to grow our water supply.

- Spring Site: engineering evaluation is underway as are development of the purchase and engineering documents as we await the results of biological testing and an EPD permit.
- Potential Well Site: Bob Atkins, our city geologist, is awaiting EPD permission for drilling a test well on the site selected.

**Governor's Office of Planning & Budget Grant for Water System Infrastructure due to Population Increase:** No news on the grant we applied for offered by the Governor's Office of OPB that can be awarded to municipalities experiencing significant population increases. The grant request totaled \$1,154,720.00 and would be used to cover the cost of drilling and setting up operation of the new well. The grant requires a 75-25 match; so, our portion would be \$285,000.00. We have already budgeted in our Enterprise Fund for the total amount. If awarded, this could represent a savings of at least \$896,220.00. The plans and design for the well are complete.

**Lead & Copper Pipe Grant:** Staff have completed 75% of this labor-intensive project and are working on the last 25%.

**Wastewater Treatment Plant:** EPD is reviewing the NPDS permitting, and we anticipate approval of that and then the design should be approved. This is normally a six-month procedure, and we are two or three months into it. USDA will be evaluating the project in the immediate future for funding. Estimate cost is \$18-20 million. GBT is seeking a 50% grant and a 50% loan from the USDA. Our Finance Department was praised for their quick and accurate turnaround of USDA paperwork. The \$3.2 million grant from the Governor's Office must be obligated by the end of 2024 and expended by the end of 2026. Heavy Sludge Levels at Current WWTP:

**Current Wastewater Treatment Plant:** Due to heavy sludge levels primarily from poultry waste, four aerators were replaced in the sewage pond this month. We ordered a fifth as a back-up. These are critical to the sewage treatment process. Our existing pond will need to be dredged soon, with an estimated cost of just under \$1 million.. Additionally, the sampler was replaced on our test site.

**Generator Grants – GEMA:** Staff have worked hard to prepare grant request packages that have been submitted to GEMA for several generators that would be permanently installed at several of our water wells, sewage lift stations, and City Hall. They continue to ask for additional information, which means the requests are getting some good interest. We will keep our fingers crossed and keep you informed as we move along.

#### **Roads & Streets:**

- **Improvements to Downtown Roundabout:** We await word from GDOT as to when the project will begin.
- **Shoal Creek Bridge Construction & Paving Project:** This project is underway.
- **Burt Creek Road:** The county is required to pave Burt Creek Road from Hwy 136 to the Lumpkin Campground Road, including the city's portion, as part of our SPLOST VII agreement. They plan to do full

depth reclamation (FDR) on their sections. The county has completed and tabulated bids. Only one contractor applied, Blount Construction, and they have received the bid award. The City Council approved utilization of SPLOST VII to allow deep patch repairs to the city portion of the road. Kevin has reviewed the county's proposed IGA for City Council who approved it on Monday.

**Dawson County Hazard Mitigation Task Force:** Last updated in 2018 with city participation, both the City Manager and the Public Works Director participated this week in a virtual working group revising the plan for 2023. The plan has been submitted to GEMA and FEMA. Once that step is completed, it will be returned to the City Council for adoption consideration.

**Special Events:** Our tentative 2024 Food Truck Night dates are June 7<sup>th</sup>, July 12<sup>th</sup>, August 2<sup>nd</sup>, September 6, October 4, and November 23<sup>rd</sup>, which will also be our tree lighting event.

**GA Tech Partnership for Inclusive Innovation (PIN) Internship:** Our two PIN Interns have started work and will be introduced at the May 20<sup>th</sup> City Council Meeting. The Smart Community Corps (SCC) is the first statewide program of its kind for civic-minded students to gain hands on smart city experience. Working as a summer cohort and in community pairs, interns are placed into local municipalities to support smart technology projects that are dedicated to creating livable and equitable communities. In addition to a full-time summer stipend, SCC provides curriculum programming in sustainability, innovation, career development and mentorship. The program is open to both Georgia Tech and other Georgia college undergraduate and graduate students. Each community opportunity will place interns to work together on a project. The aim is to bring students together with complementary skillsets, experiences, and expertise so that together they can learn from each other and leverage their joint work for cross-learning and co-creation with the community. The pair also works closely with the designated Georgia Tech lead researcher for research guidance and expertise. Together, the community and the students benefit from the joint university, multidisciplinary, and diverse experiences, and perspectives of the student pair.

### **Main Street Park Projects:**

- Our annual 5<sup>th</sup> grade Discovery Day, where the students come out and perform public service in the park, was scheduled for May 13<sup>th</sup> but Mother Nature didn't comply, so they delivered food for the food bank and enjoyed lunch under the Farmer's Market Pavilion.
- **Playground & Shade:** Staff continue researching shade for various locations in the park and the dog park. We received \$10,000.00 from the Dawsonville Civitan Club which will be used for this project over the inclusive playground area. We hope installation will occur later this spring or early summer. The zip line has been repaired.
- **Picnic Shelters #1 and #3:** Electrical power has been installed at both shelters. Reservations continue to be very popular.
- **Skate Park:** New equipment has been installed as has relocation of old elements to the new pad. Skate Park users are enjoying the larger, more challenging course. The old pad will be converted to a rest room and shelter assuming adequate funding is available. Planning is underway for a water fountain, benches, and a small shelter for shade at the new location. Landscape work by the Women's Club is underway. We are planning a ribbon cutting soon, possibly in conjunction with a ribbon cutting for the basketball and pickle ball courts.
- **Disc Golf:** We have begun laying out the nine additional holes and hope clearing will start in the next several weeks.
- **Basketball Court & Pickleball Courts:** Continue to receive heavy use.
- **Small Bathroom between Shelter #3 and Skate Park/Court Area:** We are evaluating what type of rest room to place at this location, stick built or prefab. We will also build a small shelter for shade.
- **Water Fountains:** We continue evaluating additional locations for water fountains within the park, each

costing about \$7,000.

- **Stage:** Staff are researching the purchase of a hydraulic, mobile stage. We have learned that John Megal may be interested in sponsoring the amphitheater.
- **Dog Park:** We are researching shade options and installation of a water fountain with a dog bowl.
- **Splash Pad:** Research into the possibility of adding this amenity is underway. The current cost estimate is over \$350,000.00.
- **Amphitheater Stage:** We continue to research options for this facility.
- **Power for Amphitheater & Christmas Tree Walk:** We are working with GA Power for additional power for the future amphitheater.

**Cannery & Multi-use Facility:** Staff have been meeting with several interested individuals, groups, and agencies all interested in replacing the cannery that was once in our community. We are working to build a coalition of committed people and agencies that can join to design a facility and find grant funding for land acquisition, construction, and operation. Early vision sees the facility not only being a cannery, but a dual kitchen that includes incubator space, refrigerated cold/frozen storage, classroom, emergency shelter for warming needs and other weather events, etc. This is just a vision but so far, we have interest from Reggie Stowers, Louise McPherson, Clark McAllister, Cooperative Extension Service, Department of Agriculture, and others. We will see where our conversations and research lead. An online interest survey has been developed and another will be used in conjunction with the Farmer's Market.

**Commissions Update:** The DDA met May 9<sup>th</sup> finalizing their FY25 budget request, selecting a company to do some downtown branding, and agreed to a second downtown billboard. The PC meeting was cancelled for May due to no agenda items.

**Personnel:** We continue to recruit and take applications for the Utility Collections Lead and Inspector. Clay remains out on leave and Sara has returned to work after surgery. Caleb Reece joined the public works team to fill the position of soon retiring Jon Davis. Two candidates were interviewed for the utilities team this week. One of the two, Seth Reece, will be starting on May 20<sup>th</sup>. Ron Haynie will join our team as Planning and Zoning Director effective June 3<sup>rd</sup>. We hosted a staff meeting and luncheon this month with guest speaker Reg Stowers joining us.

**Leak Adjustments:** There have been no leak adjustments since we last reported in April.

**Calendar YTD \$1,846.34. Last Year Calendar YTD \$1,978.55 reducing lost revenue, aiding our customers, and saving water thanks to our upgraded radio-read meter system.**



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 15

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SUBJECT: \_\_\_\_\_ **STAFF REPORT: FINANCE DIRECTOR** \_\_\_\_\_

CITY COUNCIL MEETING DATE: 05/20/2024

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

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

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

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PURPOSE FOR REQUEST:

**TO PRESENT FUND BALANCE AND ACTIVITY THROUGH APRIL 30, 2024**

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HISTORY/ FACTS / ISSUES:

**SEE ATTACHED FINANCIAL REPORTS**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Robin Gazaway, Finance Director

CITY OF DAWSONVILLE, GEORGIA  
GENERAL FUND  
July 1, 2023 - April 30, 2024

84%

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
<b>REVENUES</b>			
Taxes	\$ 2,457,600	\$ 2,222,288	90.43%
Licenses and permits	92,300	97,095	105.20%
Intergovernmental revenues	6,000	52,695	878.25%
Fees	297,550	335,383	112.71%
Other	409,895	227,152	55.42%
	<u>3,263,345</u>	<u>2,934,613</u>	<u>89.93%</u>
<b>EXPENDITURES</b>			
Department:			
Council	162,200	124,104	76.51%
Mayor	63,700	24,663	38.72%
Elections	20,000	932	4.66%
Administration	1,037,433	752,646	72.55%
City Hall building	174,460	188,186	107.87%
Animal control	2,040	253	12.40%
Roads	796,000	544,602	68.42%
Parks	104,000	83,353	80.15%
Planning and zoning	572,839	338,720	59.13%
Economic development	330,673	286,174	86.54%
	<u>3,263,345</u>	<u>2,343,633</u>	<u>71.82%</u>
<b>TOTAL REVENUES OVER EXPENDITURES</b>		590,980	
Transfer in From Reserves		<u>(590,980)</u>	
<b>NET CHANGE IN FUND BALANCE</b>		<u><u>-</u></u>	

CITY OF DAWSONVILLE, GEORGIA  
WATER, SEWER, AND GARBAGE FUND  
July 1, 2023 - April 30, 2024

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
<b>REVENUES</b>			
Water fees	\$ 895,000	\$ 824,023	92.07%
Sewer fees	916,000	975,529	106.50%
Garbage fees	230,200	293,856	127.65%
Miscellaneous	<u>556,507</u>	<u>189,583</u>	<u>34.07%</u>
Total revenues	<u>2,597,707</u>	<u>2,282,991</u>	<u>87.88%</u>
<b>EXPENDITURES</b>			
Depreciation	633,000	569,940	90.04%
Garbage service	230,200	298,118	129.50%
Group insurance	200,000	86,316	43.16%
Insurance	600	18,997	3166.17%
Interest	87,450	57,988	66.31%
Payroll taxes	36,000	21,384	59.40%
Professional	201,000	146,306	72.79%
Miscellaneous	166,205	385,366	231.86%
Repairs/supplies	274,000	268,380	97.95%
Retirement	30,000	24,259	80.86%
Salaries	451,852	284,532	62.97%
Technical services	88,000	93,923	106.73%
Utilities	<u>199,400</u>	<u>152,571</u>	<u>76.52%</u>
Total expenditures	<u>2,597,707</u>	<u>2,408,080</u>	<u>92.70%</u>
<b>INCOME (LOSS)</b>		<u><u>(125,089)</u></u>	

CITY OF DAWSONVILLE, GEORGIA  
 SPLOST VI  
 July 1, 2023 - April 30, 2024

**SPLOST VI**

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
<b>REVENUES</b>			
Taxes	-	-	#DIV/0!
Interest	-	1,195	#DIV/0!
Other	<u>59,000</u>	<u>-</u>	<u>0.00%</u>
Total revenues	<u>59,000</u>	<u>1,195</u>	<u>2.03%</u>
<b>EXPENDITURES (Capital Outlays)</b>			
City hall acquisition	-	100	#DIV/0!
Roads and sidewalks		-	#DIV/0!
Public works equipment - roads	50,000	-	0.00%
Sewer projects	-	-	0.00%
Public works equipment - sewer	-	-	0.00%
Water projects	-	-	0.00%
Public works equipment - water	-	-	0.00%
Farmers market	9,000	7,500	83.33%
Parks and recreation	<u>-</u>	<u>-</u>	<u>0.00%</u>
Total expenditures	<u>59,000</u>	<u>7,600</u>	<u>12.88%</u>
<b>TOTAL REVENUES OVER EXPENDITURES</b>		(6,405)	
Transfer in From Reserves		<u>6,405</u>	
<b>NET CHANGE IN FUND BALANCE</b>		<u><u>-</u></u>	

CITY OF DAWSONVILLE, GEORGIA  
 SPLOST VII  
 July 1, 2023 - April 30, 2024

**SPLOST VII**

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
<b>REVENUES</b>			
Taxes	1,000,000	1,015,574	101.56%
Interest	21,000	66,475	316.55%
Other	<u>1,679,000</u>	<u>-</u>	<u>0.00%</u>
 Total revenues	 <u>2,700,000</u>	 <u>1,082,049</u>	 <u>40.08%</u>
<b>EXPENDITURES (Capital Outlays)</b>			
City hall acquisition	250,000	312,026	124.81%
Roads and sidewalks	1,000,000	113,089	11.31%
Public works equipment - roads	65,000	-	0.00%
Land Acq. / Downtown	-	-	0.00%
Public works equipment - sewer	780,000	-	0.00%
Water projects/Sewer Projects	-	-	0.00%
Public works equipment - water	-	-	0.00%
Farmers market	-	-	#DIV/0!
Parks and recreation	<u>605,000</u>	<u>413,897</u>	<u>0.00%</u>
 Total expenditures	 <u>2,700,000</u>	 <u>839,012</u>	 <u>31.07%</u>
 TOTAL REVENUES OVER EXPENDITURES		 243,037	
 Transfer in From Reserves		 <u>(243,037)</u>	
 NET CHANGE IN FUND BALANCE		 <u><u>-</u></u>	