

AGENDA
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers on 2nd Floor
Monday, July 21, 2025
5:00 P.M.

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
 - a. Approve Minutes
 - Executive Session held June 2, 2025
 - Regular Meeting and Work Session held June 16, 2025
 - Executive Session held June 16, 2025
 - Special Called Meeting held June 25, 2025
 - Executive Session held June 25, 2025
 - Special Called Meeting held July 9, 2025
 - Executive Session held July 9, 2025
 - Special Called Meeting held July 14, 2025
8. Employee Recognition
9. Proclamation: 2025 Georgia Racing Hall of Fame Inductees

PUBLIC HEARING

10. VAR-C2500168: Integrity Engineering and Development Services, Inc. with Dawsonville Fee Owner, LLC has requested to vary from the general sign regulations at 25 Main Street (Tax Map Parcel D04 020 004) to allow wall signage on all four (4) façades of the building. Public Hearing Date: City Council on Monday, July 21, 2025. City Council for a decision on Monday, August 4, 2025.

BUSINESS

11. VAR-C2500187: Steve Eiberger with Hardeman Communities Inc. has requested to vary from the standards of an approved Planned Unit Development (PUD) at 224 Timber Ridge (parcel 083 026 190) for the construction of one single-family residence. Specifically, they seek (A) to reduce the front yard setback from 20 feet to 16 feet and (B) to reduce the rear yard setback from 20 feet to 16 feet. Public Hearing Date: City Council on Monday, June 16, 2025. City Council for a decision on Monday, July 21, 2025.
12. Request for Fee Waiver and Road Closure: Grilling for Good Special Event – Tabled from June 16, 2025
13. Request for Fee Waiver and Road Closure: A Family Fair Special Event, August 8, 2025
14. Resolution No. R2025-05: Georgia State Patrol Post #37 Donation
15. Consideration of Final Plat for Villas at Dawsonville
16. 2026 Solid Waste Collection Service Rate and Service Charge
17. National Opioid Settlement with Perdue Pharma

WORK SESSION

18. Discuss Gold Creek Drive – Tabled from June 16, 2025

STAFF REPORTS

19. Jacob Evans, City Manager
20. 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 regularly scheduled City Council meeting is Monday, July 21, 2025.

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



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 7

SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 07/21/2025

PURPOSE FOR REQUEST:

CONSIDERATION AND APPROVAL OF ITEMS BELOW; SEE ATTACHED SUPPORTING DOCUMENTS

a. Approve Minutes

- Executive Session held June 2, 2025
 - Regular Meeting and Work Session held June 16, 2025
 - Executive Session held June 16, 2025
 - Special Called Meeting held June 25, 2025
 - Executive Session held June 25, 2025
 - Special Called Meeting held July 9, 2025
 - Executive Session held July 9, 2025
 - Special Called Meeting held July 14, 2025
-



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 7a

SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 07/21/2025

BUDGET INFORMATION: GL ACCOUNT # NA

☐ Funds Available from: Annual Budget Capital Budget Other

☐ Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPROVE THE MINUTES FROM:

- EXECUTIVE SESSION HELD JUNE 2, 2025
- REGULAR MEETING AND WORK SESSION HELD JUNE 16, 2025
- EXECUTIVE SESSION HELD JUNE 16, 2025
- SPECIAL CALLED MEETING HELD JUNE 25, 2025
- EXECUTIVE SESSION HELD JUNE 25, 2025
- SPECIAL CALLED MEETING HELD JULY 9, 2025
- EXECUTIVE SESSION HELD JULY 9, 2025
- SPECIAL CALLED MEETING HELD JULY 14, 2025

HISTORY/ FACTS / ISSUES:

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

MINUTES
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers on 2nd Floor
Monday, June 16, 2025
5:00 P.M.

1. **CALL TO ORDER:** Mayor John Walden called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Councilmember Willilam Illg, Councilmember Caleb Phillips, Councilmember Sandy Sawyer, Councilmember Mark French, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Assistant City Manager Jacob Evans, Public Works Operations Manager Steven McNeal, Utilities Director Jacob Barr, Finance Director Robin Gazaway, Zoning Administrative Assistant Stacy Harris and Sarah McQuade from CPL.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Illg.
4. **ANNOUNCEMENTS:** Councilmember French stated there is an item on the agenda concerning Gold Creek Drive which his employer lives on along with approximately ninety-nine other homeowners and he wanted to disclose it for the record. Councilmember Illg reported he received a comment from a BRAG participant who complimented the City and appreciated all that was done; they all had a really great time. Mayor Walden invited the public to come out and speak with him at his Chat with the Mayor. This will be at City Hall on July 8, 2025 beginning at 6:00 pm.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by W. Illg; second by M. French. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** None
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a,b) made by M. French; second by S. Sawyer. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting held June 2, 2025
 - b. Approve FY 2025-2026 Agreement with Dawson County Chamber of Commerce
8. **EMPLOYEE RECOGNITION:** The Mayor and Council recognized David Schuette for his one year service award.

PUBLIC HEARING

9. **VAR-C2500187:** Steve Eiberger with Hardeman Communities Inc. has requested to vary from the standards of an approved Planned Unit Development (PUD) at 224 Timber Ridge (parcel 083 026 190) for the construction of one single-family residence. Specifically, they seek (A) to reduce the front yard setback from 20 feet to 16 feet and (B) to reduce the rear yard setback from 20 feet to 16 feet. Public Hearing Date: City Council on Monday, June 16, 2025. City Council for a decision on Monday, July 21, 2025.

Sarah McQuade read the variance request and stated the department is recommending denial based on a self-created hardship for the floorplan they are presenting on this lot which is wider than it is deeper. She also mentioned the Council recently heard a variance on the adjacent lot and stated variances are considered on a lot by lot basis but wanted to mention it due to the proximity of the lot. She recommends Council consider the request based on the merits of this case and that is how staff analyzed it also.

Motion to open the public hearing made by M. French; second by W. Illg. Vote carried unanimously in favor. Mayor Walden conducted the public hearing. No one spoke in favor of the request and the following person spoke against the request:

- Logan Samples, 235 Timber Ridge, Dawsonville – Mr. Samples stated he is against the request and agrees with staff to deny it since the developers created the lots and the house plans thus creating a self-made hardship which does not meet the criteria to approve a variance. He also stated the request is significant with almost a forty-percent reduction making the lot tight with no front, side or backyard and since it is a cul-de-sac lot he feels it would decrease the character and integrity of the neighborhood along with diminished home values.

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Motion to close the public hearing made by S. Sawyer; second by C. Phillips. Vote carried unanimously in favor.

BUSINESS

- 10. REQUEST FOR FEE WAIVER: GOOD SHEPHERD CLINIC, GRILLING FOR GOOD, SEPTEMBER 20, 2025:** Motion to table the agenda item to the July 21, 2025 City Council meeting made by M. French; second by W. Illg. Vote carried unanimously in favor.
- 11. RESOLUTION NO. R2025-03: ADOPTION OF THE FY 2025-2026 BUDGET:** Motion to approve Resolution No. R2025-03 to adopt the FY 2025-2026 budget made by W. Illg; second by C. Phillips. Vote carried unanimously in favor. (Exhibit "A")
- 12. CONSIDERATION OF LETTER OF SUPPORT TO DAWSON COUNTY ECONOMIC DEVELOPMENT COUNCIL:** Mayor Walden requested Council to consider a letter of support to the Georgia Mountains Regional Commission on behalf of the Development Authority of Dawson County to prepare an Appalachian Regional Commission grant application to install new water and sewer infrastructure for an industrial site in Dawsonville. Motion to approve the letter of support made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.
- 13. APPOINTMENTS TO THE CITY OF DAWSONVILLE ETHICS BOARD:** Mayor Walden read the following nominations for the Ethics Board:

Calvin Byrd, Post #1 nominated by Councilmember Phillips
Angie Smith, Post #2 nominated by Councilmember Illg
Natalie Johnson, Post #3 nominated by Councilmember Sawyer
Arthur Brown, Post #4 nominated by Councilmember French
Elizabeth Duncan, At Large nominated by Mayor Walden

Motion to approve names as presented made by C. Phillips; second by M. French. Vote carried unanimously in favor.

WORK SESSION

- 14. DISCUSS GOLD CREEK DRIVE:** Motion to table the agenda item to the July 21, 2025 City Council meeting made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.

STAFF REPORTS

- 15. BOB BOLZ, CITY MANAGER:** He reported there were no leak adjustments this month and emphasized the value and importance of the water meter replacement project with leak detection software. He also reported Councilmember Sawyer provided an article for the newsletter which talks about the benefits of residents downloading the app to monitor their water usage. Councilmember Sawyer herself stressed how great the app is by being able to see the last twenty four hours of usage and the app can notify you of abnormal usage if you have the notifications turned on.
- 16. ROBIN GAZAWAY, FINANCE DIRECTOR:** Financial reports were provided to represent fund balances and activity through May 31, 2025.

MAYOR AND COUNCIL REPORTS:

Councilmember Sawyer reported she serves on Family Connection and the Celebrity Waiter event was a huge success with profits of approximately over \$9,000 going back into the community. Mayor Walden also reported the Stuff the Bus promotion is underway and they are looking for donations for school supplies. City Manager Bolz reported City Hall will be getting a collection box and which can be found in the Lobby.

MINUTES
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EXECUTIVE SESSION

At 5:21 p.m. a motion to close regular session and go into executive session for pending/potential litigation, real estate acquisition and/or personnel was made by M. French; second by S. Sawyer. Vote carried unanimously in favor.

At 6:16 p.m. a motion to close executive session was made by M. French; second by C. Phillips. Vote carried unanimously in favor.

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

ADJOURNMENT

At 6:18 p.m. a motion to adjourn the meeting was made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.

Approved this 21st day of July, 2025

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

Attested: _____
Beverly A. Banister, City Clerk

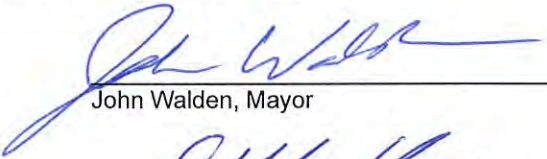
STATE OF GEORGIA
COUNTY OF DAWSON


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:

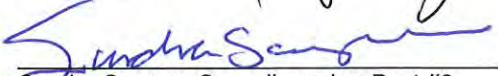
1. The City of Dawsonville Council met in a duly advertised meeting on June 16, 2025.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5²¹ p.m.
4. The subject matter of the closed portion of the meeting was devoted to the following matter(s) 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 16th day of June 2025; By the City of Dawsonville, Mayor and Council:


John Walden, Mayor

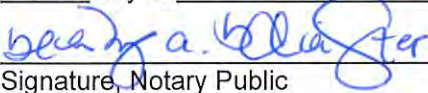

Caleb Phillips, Councilmember Post #1


William Illg, Councilmember Post #2


Sandra Sawyer, Councilmember Post #3


Mark French, Councilmember Post #4

Sworn to and subscribed before me this
16 day of June, 2025.


Signature, Notary Public

My Commission expires: June 16, 2025



RESOLUTION No. R2025-03

**A RESOLUTION OF THE CITY OF DAWSONVILLE, GEORGIA,
ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING
JULY 1, 2025 AND ENDING JUNE 30, 2026**

WHEREAS, the City of Dawsonville, Georgia has prepared its annual budget for fiscal year July 1, 2025 through June 30, 2026; and

WHEREAS, the City Council received a proposed budget on May 19, 2025; and

WHEREAS, in accordance with O.C.G.A §36-81-5(d) the budget was made available for public review at city hall and on the city's official website; and

WHEREAS, in accordance with O.C.G.A §36-81-5(e) notice was published setting forth the availability of the budget for public review and in accordance with O.C.G.A §36-81-5(g) the notice included the public hearing advertisement on the proposed budget set for June 2, 2025; and

WHEREAS, a public hearing on the proposed budget was held on June 2, 2025; and

WHEREAS, the City has met all required notices under the law in terms of considering the budget; and

WHEREAS, in accordance with O.C.G.A. §36-81-6(a), the City Council has provided notice of a public meeting set for June 16, 2025 to adopt the budget. A copy of the budget is attached hereto and incorporated herein as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Dawsonville, Georgia that the Annual Budget for fiscal year July 1, 2025 through June 30, 2026 attached hereto as Exhibit "A" is hereby approved, effective and adopted on this 16th day of June 2025.

CITY OF DAWSONVILLE

By: _____

John Walden, Mayor

Caleb Phillips, Councilmember Post #1

William Illg, Councilmember Post #2

Sandy Sawyer, Councilmember Post #3

Mark French, Councilmember Post #4



Attested: _____

Beverly A. Banister, City Clerk

Exhibit "A"

Account Id	Account Description	P/Y Budget	Recommended Budget
100-0000-311100	ELECTRIC FRANCHISE FEES	200,000.00	240,000.00
100-0000-311315	MOTOR VEHICLE TITLE AD VALORE	101,000.00	105,000.00
100-0000-311730	GAS FRANCHISE FEES	20,000.00	20,000.00
100-0000-311760	TELEPHONE FRANCHISE FEES	30,000.00	30,000.00
100-0000-311790	GARBAGE FRANCHISE FEES	10,000.00	9,300.00
100-0000-311795	BROADBAND FRANCHISE FEE	500.00	35.00
100-0000-313100	LOCAL OPTION SALES TAX	1,900,000.00	2,000,000.00
100-0000-314200	ALCOHOL EXCISE TAX	114,000.00	114,000.00
100-0000-316100	OCCUPATION TAX	48,000.00	48,000.00
100-0000-316200	INSURANCE PREMIUM TAX	350,000.00	370,000.00
100-0000-316300	FINANCIAL INSTITUTION TAX	5,100.00	7,400.00
100-0000-321100	ALCOHOL LICENSE	29,000.00	29,000.00
100-0000-322210	ZONING & LAND USE FEES	3,000.00	3,000.00
100-0000-322215	ANNEXATION FEE	500.00	300.00
100-0000-322230	SIGN PERMIT	1,000.00	2,000.00
100-0000-322240	VARIANCE APPLICATION FEE	2,000.00	2,500.00
100-0000-322250	DEMOLITION PERMIT	300.00	500.00
100-0000-322990	PARADE/PUBLIC ASSEMBLY EVEN	800.00	800.00
100-0000-323100	BUILDING PERMIT	60,000.00	60,000.00
100-0000-323111	CERTIFICATE OF OCCUPANCY FEE	4,200.00	4,200.00
100-0000-323120	INSPECTION FEES	27,000.00	29,000.00
100-0000-323900	OTHER - GRADING FEES	5,500.00	10,000.00
100-0000-323901	OTHER - PLAN REVIEW FEES	31,000.00	32,000.00
100-0000-334150	GMA SAFETY GRANT	6,000.00	6,300.00
100-0000-334250	TRAIL GRANT	0.00	-
100-0000-334310	GDOT STATE GRANT CAPITAL-LMIC	50,000.00	50,000.00
100-0000-341400	MISC REVENUE	2,000.00	2,500.00
100-0000-341450	ROOM RENTAL REVENUE	7,500.00	7,500.00
100-0000-344260	STORM DRAINAGE REVENUE	2,000.00	2,600.00
100-0000-351170	MUNICIPAL COURT FINE FEES	3,000.00	2,000.00
100-0000-361000	INTEREST INCOME	140,000.00	160,000.00
100-0000-371000	DDA CONTRIBUTIONS/DONATION	0.00	-
100-0000-381000	RENTAL INCOME - DMC	30,000.00	37,500.00
100-1400-341910	ELECTION QUALIFYING FEE	900.00	900.00
100-1500-311340	INTANGIBLES TAX	17,000.00	19,000.00
100-1500-311601	REAL ESTATE TRANSFER TAX	11,000.00	11,000.00
	Reserves		60,051.00
	GENERAL FUND Revenue Totals		3,476,386.00
100-0000-000000	GENERAL FUND	0	
100-1100-000000	DEPARTMENT: COUNCIL	0	
100-1100-511000	SALARIES	42,000.00	40,000.00
100-1100-512100	GROUP INSURANCE-HEALTH LIFE	106,200.00	107,500.00

100-1100-512200	TAXES: SUTA, FICA, FUTA	5,600.00	3,000.00	167,620.00
100-1100-512400	RETIREMENT CONTRIBUTIONS	0.00	2,000.00	
100-1100-523200	COMMUNICATIONS - CELL PHONE	4,420.00	3,120.00	
100-1100-523500	TRAVEL	4,000.00	8,000.00	
100-1100-523700	EDUCATION & TRAINING	3,000.00	3,000.00	
100-1100-531100	COUNCIL: SUPPLIES	1,000.00	1,000.00	
100-1300-000000	DEPARTMENT: MAYOR	0		
100-1300-511000	SALARIES	20,500.00	18,000.00	
100-1300-512100	GROUP INSURANCE-HEALTH LIFE	37,000.00	32,000.00	
100-1300-512200	TAXES: SUTA, FICA, FUTA	2,900.00	1,500.00	
100-1300-512400	RETIREMENT CONTRIBUTIONS	0.00	1,200.00	63,700.00
100-1300-523200	COMMUNICATIONS - CELL PHONE	1,400.00	1,000.00	
100-1300-523500	TRAVEL	1,592.33	6,000.00	
100-1300-523700	EDUCATION & TRAINING	2,000.00	3,000.00	
100-1300-531100	MAYOR: SUPPLIES	500.00	1,000.00	
100-1400-000000	DEPARTMENT: ELECTIONS	0		
100-1400-521203	PROFESSIONAL OTHER	20,000.00	20,000.00	
100-1500-000000	DEPARTMENT: ADMINISTRATION	0		
100-1500-511000	SALARIES	478,000.00	489,000.00	
100-1500-512100	GROUP INSURANCE-HEALTH LIFE	207,000.00	200,000.00	20,000.00
100-1500-512200	TAXES: SUTA, FICA, FUTA	37,250.00	38,000.00	
100-1500-512400	RETIREMENT CONTRIBUTIONS	34,000.00	31,000.00	
100-1500-512700	WORKERS COMP	4,300.00	4,000.00	
100-1500-521200	PROFESSIONAL LEGAL	86,878.20	50,000.00	
100-1500-521201	PROFESSIONAL ACCOUNTING	20,000.00	20,000.00	
100-1500-521203	PROFESSIONAL OTHER	20,018.92	15,000.00	
100-1500-521300	TECHNICAL SERVICES (IT)	19,000.00	19,000.00	
100-1500-521315	TECHNICAL SERVICES-PAYROLL A	3,800.00	3,800.00	
100-1500-522200	REPAIRS & MAINTENANCE	4,232.46	4,500.00	
100-1500-522320	RENTAL EQUIPMENT OR VEHICLES	4,400.00	3,200.00	
100-1500-523000	OTHER PURCHASED SERVICES	32,000.00	27,000.00	
100-1500-523100	INSURANCE OTHER THAN EMPL	500.00	500.00	
100-1500-523200	COMMUNICATIONS	14,189.68	12,000.00	
100-1500-523300	ADVERTISING	3,130.00	3,000.00	
100-1500-523400	PRINTING AND BINDING	1,100.00	1,000.00	
100-1500-523500	TRAVEL	4,000.00	6,000.00	
100-1500-523600	DUES & FEES	12,014.99	10,000.00	
100-1500-523700	EDUCATION & TRAINING	4,435.00	14,000.00	
100-1500-523910	UNIFORMS	1,959.00	2,000.00	
100-1500-531100	SUPPLIES	58,657.78	55,000.00	
100-1500-531270	ENERGY-GASOLINE/DIESEL	2,055.44	2,000.00	
100-1500-531300	FOOD	4,500.00	3,000.00	
100-1500-531301	FOOD BANK DONATION ITEMS	0.00	5,000.00	
100-1500-531600	SMALL EQUIPMENT	5,000.00	15,000.00	

100-1500-531700	MISC - ESCHEATMENT	0.00	-	
100-1500-541000	CAPTIAL OUTLAY PROPERTY	21,727.00	-	
100-1500-581000	PMTS TO OTHER - DAWSON	94,000.00	94,000.00	1,127,000.00
100-1565-000000	DEPARTMENT: GENERAL GOV BLD	0		
100-1565-521300	TECHNICAL SERVICES	2,500.00	2,500.00	
100-1565-522200	REPAIRS & MAINTENANCE	50,175.25	50,000.00	
100-1565-522201	R&M - GRHOF	10,000.00	10,000.00	
100-1565-522202	R&M - DISTILLERY	5,000.00	5,000.00	
100-1565-522203	R & M - RESTURANT	5,000.00	10,000.00	
100-1565-531100	SUPPLIES	26,476.79	25,000.00	
100-1565-531220	ENERGY NATURAL GAS	9,000.00	9,000.00	
100-1565-531230	ENERGY ELECTRICITY	68,102.79	75,000.00	
100-1565-541000	CAPITAL	20,000.00	60,000.00	246,500.00
100-3900-000000	DEPARTMENT: ANIMAL CONTROL	0		
100-3900-523600	DUES & FEES	500.00	500.00	
100-3900-531100	SUPPLIES	1,540.00	1,500.00	2,000.00
100-4200-000000	DEPARTMENT: ROADS	0		
100-4200-511000	SALARIES	340,158.20	387,500.00	
100-4200-512100	GROUP INSURANCE-HEALTH LIFE	80,000.00	181,000.00	
100-4200-512200	TAXES: SUTA, FICA, FUTA	26,500.00	29,900.00	
100-4200-512400	RETIREMENT CONTRIBUTIONS	22,500.00	23,000.00	
100-4200-512700	WORKERS COMP	20,000.00	27,000.00	
100-4200-521200	PROFESSIONAL LEGAL	6,000.00	6,000.00	
100-4200-521202	PROFESSIONAL ENGINEERING	5,000.00	5,000.00	
100-4200-521300	TECHNICAL SERVICES	10,047.50	11,000.00	
100-4200-522110	GARBAGE SERVICES	2,500.00	3,000.00	
100-4200-522140	STREET SWEEPING/GROUNDSUP	16,800.00	16,800.00	
100-4200-522200	REPAIRS & MAINTENANCE	50,207.56	50,000.00	
100-4200-523200	COMMUNICATIONS	7,159.99	6,000.00	
100-4200-523400	PRINTING AND BINDING	100.00	100.00	
100-4200-523500	TRAVEL	2,000.00	2,000.00	
100-4200-523600	DUES & FEES	3,000.00	3,000.00	
100-4200-523700	EDUCATION & TRAINING	2,000.00	2,000.00	
100-4200-523910	UNIFORM SERVICE	5,578.71	5,600.00	
100-4200-531100	SUPPLIES	39,014.25	40,000.00	
100-4200-531230	ENERGY ELECTRICITY	59,875.36	59,000.00	
100-4200-531240	ENERGY BOTTLED GAS	1,200.00	2,000.00	
100-4200-531270	ENERGY GASOLINE/DIESEL	14,178.68	14,000.00	
100-4200-531300	FOOD	1,600.00	1,600.00	
100-4200-541400	INFRASTRUCTURE-GDOT LMIG	12,000.00	18,000.00	
100-4250-522200	STORM DRAINAGE EXPENDITURES	11,400.00	6,000.00	899,500.00
100-6200-000000	DEPARTMENT: PARKS	0		
100-6200-522200	REPAIRS & MAINTENANCE	49,172.50	60,000.00	
100-6200-522202	R & M - FARMERS MKT	10,000.00	10,000.00	

100-6200-531100	SUPPLIES	23,975.71	24,000.00	134,000.00
100-6200-531102	SUPPLIES - FARMERS MKT	10,000.00	10,000.00	
100-6200-531230	ENERGY ELECTRICTY	20,230.11	25,000.00	
100-6200-531232	ELECTRIC - FARMERS MKT	5,000.00	5,000.00	
100-7400-000000	DEPARTMENT: PLANNING & ZONIN	0		574,922.00
100-7400-511000	SALARIES	277,000.00	179,000.00	
100-7400-512100	GROUP INSURANCE-HEALTH LIFE	101,500.00	115,651.00	
100-7400-512200	TAXES: SUTA, FICA, FUTA	21,500.00	14,387.00	
100-7400-512400	RETIREMENT CONTRIBUTIONS	18,000.00	16,784.00	
100-7400-512700	WORKERS COMP	3,000.00	3,000.00	
100-7400-521200	PROFESSIONAL LEGAL	52,841.57	60,000.00	
100-7400-521202	PROFESSIONAL ENGINEERING	28,624.17	30,000.00	
100-7400-521203	PROFESSIONAL OTHER	12,206.77	80,000.00	
100-7400-521300	TECHNICAL SERVICES	15,000.00	35,000.00	
100-7400-522200	REPAIRS & MAINTENANCE	2,071.85	2,100.00	
100-7400-522320	RENTAL EQUIPMENT	4,600.45	2,800.00	
100-7400-523200	COMMUNICATIONS	5,530.00	4,500.00	
100-7400-523300	ADVERTISING	1,530.00	1,000.00	
100-7400-523400	PRINTING AND BINDING	500.00	500.00	
100-7400-523500	TRAVEL	5,000.00	5,000.00	
100-7400-523600	DUES & FEES	2,760.00	3,000.00	
100-7400-523700	EDUCATION & TRAINING	6,595.00	6,500.00	
100-7400-523800	LICENSES	1,000.00	1,000.00	
100-7400-523910	UNIFORMS	1,542.00	1,500.00	
100-7400-531100	SUPPLIES	13,352.10	10,000.00	
100-7400-531270	ENERGY GASOLINE/DIESEL	3,645.44	2,200.00	
100-7400-531300	FOOD	1,500.00	1,000.00	
100-7400-541400	CAPITAL - PROPERTY (VEHICLE)	0.00	-	
100-7500-000000	DEPARTMENT: DDA	0		
100-7540-572000	PMTS TO OTHER AGENCY (Chamb	12,000.00	12,000.00	
100-7550-000000	DEPARTMENT: ECONOMIC DEVEL	0		
100-7550-511000	SALARIES	68,523.00	71,949.00	
100-7550-512100	GROUP INSURANCE	48,000.00	51,840.00	
100-7550-512200	TAXES: SUTA, FICA, FUTA	5,300.00	5,531.00	
100-7550-512400	RETIREMENT	0.00	5,524.00	
100-7550-512700	WORKERS COMP	300.00	300.00	
100-7550-521200	PROFESSIONAL LEGAL	250.00	250.00	
100-7550-521201	PROFESSIONAL ACCOUNTING	1,000.00	1,000.00	
100-7550-521203	PROFESSIONAL OTHER	0.00	40,000.00	
100-7550-521300	TECHNICAL SERVICES	2,000.00	9,000.00	
100-7550-523300	ADVERTISING	2,600.00	2,600.00	
100-7550-523400	PRINTING AND BINDING	1,100.00	1,000.00	
100-7550-523500	TRAVEL	2,000.00	2,000.00	
100-7550-523600	DUES AND FEES	1,000.00	1,700.00	

100-7550-523700	EDUCATION AND TRAINING	1,970.00	2,000.00	
100-7550-523910	UNIFORMS	500.00	-	
100-7550-531000	PMTS TO OTHER AGENCY (DDA)	36,875.00	30,000.00	
100-7550-531001	ECONOMIC DEVELOPMENT	0	3,000.00	
100-7550-531100	SUPPLIES	519.99	500.00	
100-7550-531270	ENERGY - GASOLINE	500.00	-	
100-7550-531300	FOOD	500.00	500.00	
100-7550-531600	SMALL EQUIPMENT	5,100.00	450.00	229,144.00
GENERAL FUND Expenditure Totals				
230-0000-361000	AMERICAN RESCUE PLAN - INTERE	0.00	-	
AMERICAN RESCUE FUND Revenue Totals				
275-0000-314100	HOTEL/MOTEL TAX REVENUE	7,500.00	7,500.00	
HOTEL/MOTEL FUND Revenue Totals				
275-0000-000000	HOTEL/MOTEL TAX	0		
275-7540-572000	PMTS TO OTHER AGENCY (Chamb	9,290.48	7,500.00	7,500.00
HOTEL/MOTEL FUND Expenditure Totals				
285-7500-740000	TRANSFER IN FROM RESERVES	50,000.00	78,053.00	
285-7550-000000	DDA REVENUE	36,875.00	30,000.00	
DOWNTOWN DEVELOPMENT AUTHORITY (DDA) Re				
285-0000-000000	DOWNTOWN DEVELOPMENT AUTI	0		
285-7500-000000	DDA EXPENDITURES	0	78,053.00	
285-7500-521200	PROFESSIONAL LEGAL	2,000.00	-	
285-7500-521201	PROFESSIONAL ACCOUNTING	1,200.00	-	
285-7500-523700	EDUCATION & TRAINING	3,675.00	-	
285-7500-540000	GRANT DISBURSEMENTS	30,000.00	30,000.00	
285-7500-740000	TRANSFER IN FROM RESERVES	50,000.00	-	108,053.00
DOWNTOWN DEVELOPMENT AU Expenditure Tot				
308-0000-341321	PARK FACILITIES REVENUE	411,400.00	212,500.00	
308-0000-361000	INTEREST REVENUE	0.00	200,000.00	
IMPACT FEE FUND Revenue Totals				
308-6200-541200	PARK FACILITIES IMPROVEMENTS	411,400.00	412,500.00	412,500.00
IMPACT FEE FUND Expenditure Totals				
320-0000-361000	SPLOST VI INTEREST	1,400.00	972.00	
320-0000-740000	TRANSFER IN FROM RESERVES	7,600.00	8,028.00	
SPLOST VI FUND Revenue Totals				

320-0000-000000	SPLOST VI FUND	0		
320-1000-541300	CAPITAL OUTLAY - CITY HALL ACQI	11,902.25	--	
320-6000-541000	CAPITAL OUTLAY - FARMERS MARK	9,000.00	9,000.00	9,000.00
SPLOST VI FUND Expenditure Totals				
327-0000-313200	SPLOST VII REVENUE	1,300,000.00	1,300,000.00	
327-0000-361000	SPLOST VII INTEREST	70,000.00	84,000.00	
327-0000-740000	TRANSFERS IN FROM RESERVES	1,535,000.00	1,200,000.00	
SPLOST VII Revenue Totals				
327-0000-000000	SPLOST VII FUND	0		
327-1000-541300	CAPITAL OUTLAY - CITY HALL FACI	1,017,153.66	200,000.00	
327-4200-541400	CAPITAL OUTLAY - STREETS AND S	1,000,000.00	2,384,000.00	
327-4200-542000	CAPITAL OUTLAY - PUBLIC WORKS	25,000.00	-	
327-4300-541000	CAPITAL OUTLAY - WATER/SEWER	780,000.00	-	
327-6200-541200	CAPITAL OUTLAY - PARKS AND REC	100,000.00	-	
SPLOST VII Expenditure Totals				2,584,000.00
328-0000-334310	GRHOF GRANT REVENUE	112,240.00	20,000.00	
Fund 328 Revenue Totals				
328-6172-000000	GRHOF	0		
328-6172-541000	GRHOF - CAPITAL EXPENDITURES	112,240.00	20,000.00	20,000.00
Fund 328 Expenditure Totals				
335-0000-313500	TSPLOST REVENUE	0.00	685,000.00	
335-0000-361000	INTEREST	0.00	2,500.00	
Fund 335 Revenue Totals				
335-4200-541000	TSPLOST ROADS AND STREETS		687,500.00	687,500.00
505-0000-341400	MISC REV	600.00	9,500.00	
505-0000-344210	WATER CHARGES	950,000.00	1,000,000.00	
505-0000-344255	SEWERAGE CHARGES	1,050,000.00	1,400,000.00	
505-0000-349000	ADMINISTRATIVE FEE	4,400.00	4,200.00	
505-0000-349001	PENALTIES WATER & SEWER	21,000.00	22,000.00	
505-0000-349002	RECONNECT FEE	5,000.00	6,000.00	
505-0000-349300	BAD CHECK FEE	1,800.00	2,000.00	
505-0000-361000	INTEREST INCOME	150,000.00	160,000.00	
505-0000-381001	RENTAL INCOME HOUSE	18,600.00	18,600.00	
505-0000-611000	OTHER FINANCING USES (RESERV	68,200.00	(99,172.00)	
ENTERPRISE FUND Revenue Totals			2,523,128.00	

505-0000-000000	ENTERPRISE FUND	0		
505-4300-000000	DEPARTMENT: SEWER	0		
505-4300-511000	SALARIES	166,000.00	231,314.00	
505-4300-512100	GROUP INSURANCE-HEALTH LIFE	100,593.93	142,000.00	
505-4300-512200	TAXES: SUTA, FICA, FUTA	14,000.00	17,900.00	
505-4300-512400	RETIREMENT CONTRIBUTIONS	15,000.00	18,000.00	
505-4300-512700	WORKERS COMP	10,000.00	10,000.00	
505-4300-521200	PROFESSIONAL LEGAL	34,022.61	55,000.00	
505-4300-521201	PROFESSIONAL ACCOUNTING	16,000.00	17,000.00	
505-4300-521202	PROFESSIONAL ENGINEERING	100,848.33	80,000.00	
505-4300-521203	PROFESSIONAL OTHER	4,165.18	3,000.00	
505-4300-521300	TECHNICAL SERVICES	14,080.00	10,000.00	
505-4300-521315	TECHNICAL SERVICES: ENVIR MGI	85,201.36	120,000.00	
505-4300-522110	GARBAGE SERVICES	7,500.00	7,500.00	
505-4300-522200	REPAIRS & MAINTENANCE	80,931.14	70,000.00	
505-4300-523100	INSURANCE OTHER THAN EMPL	300.00	300.00	
505-4300-523200	COMMUNICATIONS	8,094.31	7,000.00	
505-4300-523215	POSTAGE / MAIL BILLS	3,400.00	2,000.00	
505-4300-523300	ADVERTISING	400.00	400.00	
505-4300-523400	PRINTING AND BINDING	1,000.00	1,000.00	
505-4300-523500	TRAVEL	1,000.00	1,000.00	
505-4300-523600	DUES & FEES	5,000.00	12,000.00	
505-4300-523700	EDUCATION & TRAINING	2,425.00	3,000.00	
505-4300-523800	LICENSES	100.00	100.00	
505-4300-523910	UNIFORM SERVICE	2,919.90	3,000.00	
505-4300-531100	SUPPLIES	39,062.41	70,000.00	
505-4300-531230	ENERGY ELECTRICITY	169,198.16	170,000.00	
505-4300-531240	ENERGY BOTTLED GAS	1,300.00	1,000.00	
505-4300-531270	ENERGY GASOLINE/DIESEL	8,262.16	8,000.00	
505-4300-531300	FOOD	2,600.00	2,600.00	
505-4300-542000	MACHINERY AND EQUIPMENT	9,291.50	20,000.00	
505-4300-561000	DEPRECIATION	450,000.00	450,000.00	
505-4300-572000	PMTS TO OTHER - DAWSON	31,000.00	31,000.00	
505-4300-582104	INTEREST BOND 2014	40,000.00	40,000.00	1,604,114.00
505-4400-000000	DEPARTMENT: WATER	0		
505-4400-511000	SALARIES	166,000.00	191,314.00	
505-4400-512100	GROUP INSURANCE-HEALTH LIFE	100,300.00	94,000.00	
505-4400-512200	TAXES: SUTA, FICA, FUTA	14,000.00	14,800.00	
505-4400-512400	RETIREMENT CONTRIBUTIONS	15,000.00	15,000.00	
505-4400-512700	WORKERS COMP	10,000.00	10,000.00	
505-4400-521200	PROFESSIONAL LEGAL	8,340.50	3,000.00	
505-4400-521201	PROFESSIONAL ACCOUNTING	16,000.00	18,000.00	
505-4400-521202	PROFESSIONAL ENGINEERING	25,624.81	25,000.00	
505-4400-521203	PROFESSIONAL OTHER	9,087.68	5,000.00	

505-4400-521300	TECHNICAL SERVICES	16,603.13	12,000.00	
505-4400-522110	GARBAGE SERVICES	3,000.00	2,500.00	
505-4400-522200	REPAIRS & MAINTENANCE	40,381.64	35,000.00	
505-4400-522320	RENTAL EQUIP. OR VEHICLES	1,500.00	1,500.00	
505-4400-523100	INSURANCE OTHER THAN EMPL	300.00	300.00	
505-4400-523200	COMMUNICATIONS	7,531.00	5,000.00	
505-4400-523215	POSTAGE / MAIL BILLS	3,600.00	3,000.00	
505-4400-523300	ADVERTISING	1,500.00	1,500.00	
505-4400-523400	PRINTING AND BINDING	1,000.00	1,000.00	
505-4400-523500	TRAVEL	1,000.00	1,000.00	
505-4400-523600	DUES & FEES	17,000.00	30,000.00	
505-4400-523700	EDUCATION & TRAINING	6,425.00	5,000.00	
505-4400-523800	LICENSES	500.00	500.00	
505-4400-523910	UNIFORM SERVICE	2,919.89	2,000.00	
505-4400-531100	SUPPLIES	71,436.41	70,000.00	
505-4400-531115	SUPPLIES: CHEMICALS WATER	61,746.92	60,000.00	
505-4400-531230	ENERGY ELECTRICITY	39,283.05	30,000.00	
505-4400-531240	ENERGY BOTTLED GAS	1,300.00	1,000.00	
505-4400-531270	ENERGY GASOLINE/DIESEL	8,262.17	8,000.00	
505-4400-531300	FOOD	2,600.00	2,600.00	
505-4400-542000	MACHINERY AND EQUIPMENT	101.49	20,000.00	
505-4400-561000	DEPRECIATION	183,000.00	183,000.00	
505-4400-572000	PMTS TO OTHERS - DAWSON	31,000.00	31,000.00	
505-4400-582104	INTEREST BOND 2014	37,000.00	37,000.00	919,014.00
ENTERPRISE FUND Expenditure Totals				
530-0000-344212	WATER TAPS	150,000.00	150,000.00	
530-0000-344257	SEWER TAPS	10,000.00	10,000.00	
530-0000-740000	TRANSFER IN FROM RESERVES	16,840,000.00	12,640,000.00	
ENTERPRISE PROJECTS FUND Revenue Totals				
530-0000-000000	CAPITAL OUTLAY	0		
530-4300-541400	CAPITAL OUTLAY - SEWER	15,000,000.00	10,800,000.00	
530-4400-541400	CAPITAL OUTLAY - WATER	2,000,000.00	2,000,000.00	12,800,000.00
ENTERPRISE PROJECTS FUN Expenditure Tot				
540-0000-344110	REFUSE COLLECTION CHARGES	240,000.00	250,000.00	
540-0000-611000	OTHER FINANCING USES (RESERV	61,200.00	75,200.00	
GARBAGE FUND Revenue Totals				
540-0000-000000	SOLID WASTE & RECYCLING	0		
540-4310-000000	DEPARTMENT: GARBAGE	0		
540-4310-522110	GARBAGE SERVICES	299,203.10	300,000.00	
540-4310-523300	ADVERTISING	200.00	200.00	

540-4310-531100	SUPPLIES	25,000.00	25,000.00	325,200.00
GARBAGE FUND Expenditure Totals				
790-0000-321210	REAL ESTATE FEES	1,000.00	1,000.00	
790-0000-349100	CEMETERY LOT SALES	30,000.00	30,000.00	
790-0000-361000	INTEREST INCOME	3,000.00	30,000.00	
790-0000-740000	TRANSFER IN FROM RESERVES	16,160.00	(10,200.00)	
CEMETARY FUND Revenue Totals				
790-0000-000000	CEMETERY	0		
790-4950-000000	DEPARTMENT: CEMETERY	0		
790-4950-522200	REPAIRS & MAINTENANCE	13,290.00	13,000.00	
790-4950-523600	DUES & FEES	525.62	1,000.00	
790-4950-531100	SUPPLIES	6,800.00	6,800.00	
790-4950-541000	CAPITAL OUTLAY	30,000.00	30,000.00	
790-4950-542500	CAP. OUTLAY OTHER EQUIPMT	0.00	-	50,800.00
CEMETARY FUND Expenditure Totals				
				23004067

MINUTES
CITY COUNCIL SPECIAL CALLED MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Wednesday, June 25, 2025
4:00 P.M.

1. **CALL TO ORDER:** Mayor Walden called the meeting to order at 4:00 pm.
2. **ROLL CALL:** Councilmember William Illg, Councilmember Sandy Sawyer (via teleconferencing), Councilmember Mark French, Councilmember Caleb Phillips, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Assistant City Manager Jacob Evans and Finance Director Robin Gazaway.

Attorney Tallant clarified for the record that Georgia State Law allows for a member of the Council to participate via teleconferencing technology when they are absent from the district up to two meetings per year as long as a physical quorum is present at the meeting.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember French.
4. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by M. French; second by W. Illg. Vote carried unanimously in favor.
5. **PUBLIC INPUT:** None
6. **EXECUTIVE SESSION:** At 4:02 p.m. a motion to close regular session and go into executive session for pending/potential litigation, real estate acquisition and/or personnel was made by C. Phillips; second by W. Illg. Vote carried unanimously in favor.

Councilmember Sawyer left the meeting prior to resuming the regular session.

At 7:38 p.m., a motion to resume regular session was made by C. Phillips; second by M. French. Vote carried unanimously in favor.

ADJOURNMENT

At 7:39 p.m. a motion to adjourn the meeting was made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.

Approved this 21st day of July 2025

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 June 25, 2025.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 402 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);

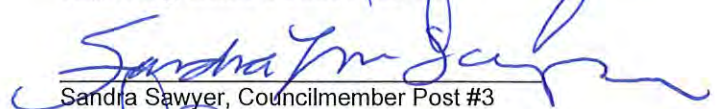
☐ Other _____ as provided in: _____.

This 25th day of June 2025; By the City of Dawsonville, Mayor and Council:


John Walden, Mayor

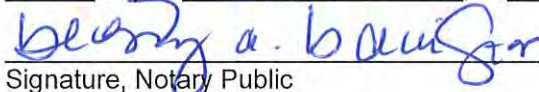

Caleb Phillips, Councilmember Post #1


William Illg, Councilmember Post #2


Sandra Sawyer, Councilmember Post #3


Mark French, Councilmember Post #4

Sworn to and subscribed before me this
25 day of June, 2025.


Signature, Notary Public

My Commission expires: Feb 18, 2028



MINUTES
CITY COUNCIL SPECIAL CALLED MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Wednesday, July 9, 2025
5:00 P.M.

1. **CALL TO ORDER:** Mayor Walden called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Councilmember William Illg, Councilmember Sandy Sawyer, Councilmember Mark French, Councilmember Caleb Phillips, City Attorney Kevin Tallant, Interim City Manager Jacob Evans, City Clerk Beverly Banister, Utilities Director Jacob Barr and Finance Director Robin Gazaway.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Illg.
4. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by W. Illg; second by M. French. Vote carried unanimously in favor.
5. **PUBLIC INPUT:** None
6. **CONSIDERATION OF LAND PURCHASE AGREEMENT:** Motion to approve the real estate contract as presented concerning the purchase of a tract of land on Pigeon Trail in Dawson County for up to eight (8) acres in size at \$28,500.00 per acre to be paid out of the FY 2026 Enterprise Fund made by W. Illg; second by M. French. Vote carried unanimously in favor. (Exhibit "A")
7. **RATIFY APPROVAL OF CHANGE TO AUTHORIZED SIGNERS ON BANK ACCOUNTS:** Motion to ratify approval of change to authorized signers on the City's bank accounts made by M. French; second by S. Sawyer. Vote carried unanimously in favor.
8. **RESOLUTION NO. R2025-04: SUPPORT OF AMICUS BRIEF IN CHANG V. MILTON:** Motion to approve Resolution No. R2025-04 as presented made by W. Illg; second by M. French. Vote carried unanimously in favor. (Exhibit "B")
9. **EXECUTIVE SESSION:** At 5:05 p.m. a motion to close regular session and go into executive session for pending/potential litigation, real estate acquisition and/or personnel was made by S. Sawyer; second by C. Phillips. Vote carried unanimously in favor.

At 7:04 p.m. a motion to close executive session was made by M. French; second by W. Illg. Vote carried unanimously in favor

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

ADJOURNMENT

At 7:06 p.m. a motion to adjourn the meeting was made by S. Sawyer; second by W. Illg. Vote carried three in favor (Sawyer, Illg, Walden) with two opposed (French, Phillips)

Approved this 21st day of July 2025

By: CITY OF DAWSONVILLE

John Walden, Mayor

Caleb Phillips, Councilmember Post 1

William Illg, Councilmember Post 2

**MINUTES
CITY COUNCIL SPECIAL CALLED MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Wednesday, July 9, 2025
5:00 P.M.**

Sandra Sawyer, Councilmember Post 3

Mark French, Councilmember Post 4

Attested: _____
Beverly A. Banister, City Clerk

DRAFT

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 July 9, 2025.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5⁰⁵ 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 9th day of July 2025; By the City of Dawsonville, Mayor and Council:


John Walden, Mayor

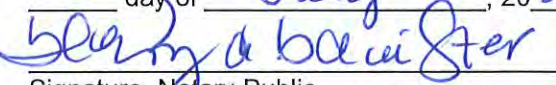

Caleb Phillips, Councilmember Post #1


William Illg, Councilmember Post #2


Sandra Sawyer, Councilmember Post #3


Mark French, Councilmember Post #4

Sworn to and subscribed before me this
9 day of July, 2025.


Signature, Notary Public

My Commission expires: Feb 18, 2028



REAL ESTATE CONTRACT

THIS IS A CONTRACT for the purchase and sale of certain real estate, by and between **E. Elliott Family Partnership, L.L.P.** (herein referred to as "Seller") and the **City of Dawsonville, a Georgia municipal corporation** (herein referred to as "Purchaser").

1. **Purchase and Sale:** Seller agrees to sell and Purchaser agrees to buy all that tract or parcel of land lying in land lots 159 and 160, of the 4th District, 1st Section, Dawson County Georgia, being a portion of Tax Map Parcel No. 069 006 001, of Dawson County, Georgia, and **being up to 8.00 acres in size**, as shown on Exhibit "A" attached hereto and made a part hereof (herein referred to as the "Property").

2. **Consideration:**

(A) The consideration provided by Purchaser to Seller for the Property shall be the sum total the actual amount of land purchased based upon the attached Exhibit A, multiplied by the per acre price of \$28,500.00, which is the appraised fair market per-acre value for the Property.

3. **Earnest Money:** Purchaser has delivered a check, in the amount of **Five Thousand and No/100 Dollars (\$5,000.00)** (herein referred to as "Earnest Money") to TALLANT HOWELL, ATTORNEYS AT LAW, (herein referred to as "Escrow Agent") to be held and disbursed in accordance with this Contract. The Earnest Money will be applied to the Purchase Price of the Property at the closing of the sale under this Contract (herein referred to as the "Closing").

4. **Payment:** The Purchase Price shall be paid by Purchaser to Seller in cash, certified funds, attorney's escrow check, wired funds transfer, or other such cash equivalent at the Closing.

5. **Marketability of Title:**

(A) Seller shall furnish and convey to Purchaser a good, marketable, and insurable fee simple title, free of all liens and encumbrances, except any exceptions to title specifically listed on Exhibit "B" attached hereto and made a part hereof, which exceptions are herein referred to as "Permitted Title Exceptions." An updated title search shall be completed prior to closing, and any acceptable title exceptions shall be added to Exhibit B for use in the closing of the transaction. Seller shall provide copies of these Permitted Title Exceptions to Purchaser, and these shall be provided before the Closing Date. "Good, marketable, and insurable fee simple title" shall be such title as is acceptable to a reasonable purchaser, as determined under Georgia law and as supplemented by the State Bar of Georgia "Title Standards," as published by the State Bar of Georgia as the criteria to the marketability of the title required hereby, and as is insurable by a national title insurance company on a standard American Land Title Association form, subject only to the above exceptions;

(B) Purchaser shall have forty-five (45) days after the date of final execution of this Contract to examine title and in which to furnish Seller with a written statement of title defects affecting the marketability of said title. Seller shall have a reasonable time after the receipt of said statement of title defects in which to satisfy all such defects. In the event that any such defects can be cured by payment of a stated sum of money (such as deeds to secure debt, security agreements, past due ad valorem taxes and assessments constituting liens against the Property, mechanic's and materialmen's liens, and judgments which have attached to and become liens against the Property, etc.), and Seller has not caused such cure before the Closing Date, the cost of curing all such title defects shall be paid from Seller's funds at closing. All title defects which first affect or encumber the title to the Property, after the effective record title date referenced in Purchaser's written statement of title defects, delivered pursuant to this section, shall be satisfied or cured by Seller prior to the Closing Date.

6. **Representations and Warranties of Seller:** Seller hereby makes the following representations, warranties, and agreements to Purchaser, each of which shall be deemed material, as follows:

(A) Seller warrants and represents to Purchaser that Seller has the full and complete right, power, and authority to enter into this Contract and to perform its obligations hereunder, that Seller and all persons or entities having a beneficial interest in the Property are "United States persons" and are not "foreign persons," as such terms are defined under the Internal Revenue Code of 1986, as amended (herein referred to as the "Code"), that the purchase of the Property by Purchaser, as contemplated herein, will not be subject to the withholding requirements of Section 1445(a) of the Code or of the requirements of 48-7-128 of the Official Code of Georgia Annotated (the "Georgia Code") dealing with Non-residents of the State of Georgia;

(B) Seller has entered into no agreement, oral or written, not referred to herein, with reference to the Property, and neither Seller nor the Property are subject to any suit, unfilled lien, proceeding, or litigation, of any kind, pending or outstanding or threatened or likely to be made or instituted, which would, in any way, be binding upon Purchaser or its successors or assigns or affect or limit Purchaser's or its successors' or assigns' full use and enjoyment of the Property or which would limit or restrict Seller's right or ability to enter into this Contract and consummate the sale and purchase contemplated hereby;

(C) Seller has not and shall not, while this Contract is in full force and effect, enter into any other option or contract of sale of the Property (or any portion thereof), unless such contract or option is expressly made subject to this Contract, or execute any deeds, restrictive covenants, easements, or right-of-way agreements or apply for or consent to any zoning change affecting the Property or take any other action that would adversely affect the Property or Purchaser's rights under this Contract;

(D) Seller warrants that all required tax returns have been filed for the current tax year; Seller further agrees to reimburse Purchaser for the full amount of any penalties incurred for the current tax year caused by Seller's failure to file a proper and timely tax return. There are no taxes, charges, or assessments, of any nature or description, arising out of the conduct of Seller's business or the operation of the Property, which would constitute a lien against the Property that will be unpaid or unbonded on the Closing Date, except for the lien of the applicable year's ad valorem property taxes;

(E) Seller has no knowledge of any pending application for changes in the zoning affecting the Property. In the event that Seller obtains knowledge of any application for changes in the present zoning of the Property, Seller shall immediately notify Purchaser and, upon such notification, Purchaser, in its sole discretion, shall have the option of terminating this Contract, and the Earnest Money shall be immediately refunded to Purchaser;

(F) Seller represents and warrants that, during Seller's ownership of the Property and prior to Seller's ownership of the Property, the Property has never been used as a landfill to receive solid waste, whether or not hazardous, and has never been used for the disposal, storage, or treatment of any waste, trash, garbage, industrial by-products, chemical, or hazardous substance of any nature, including, without limitation, radioactive materials, PCB's, asbestos, pesticides, herbicides, pesticide or herbicide containers, untreated sewage, industrial process sludge, or any hazardous substance. Further, during Seller's ownership of the Property and prior to Seller's ownership of the Property, Seller represents and warrants that neither Seller nor any third party has used, generated, manufactured, stored, or disposed of, on, under, or about the Property or transported to or from the Property any flammable explosives, radioactive materials, toxic substances, or related materials or hazardous waste. Seller further represents and warrants that, during the period of its ownership of the Property, there has been no litigation brought or threatened against Seller nor any settlements reached by or with any party or parties alleging the presence, disposal, or release or threatened release of any hazardous wastes or hazardous substances on, from, or under any of the Property, except as disclosed herein;

Seller has no knowledge of the existence in, on, or under the Property of any asbestos, PCB emissions, hazardous wastes, or other hazardous substances or of the occurrence of any actual or alleged discharge, dispersal, release, storage, treatment, generation, disposal, or escape of pollutants or other toxic or hazardous substances, including any solid, liquid, gaseous, or thermal irritant or contaminant, from or onto the Property, and Seller has received no notice from any federal, state, county, or municipal authority as to the existence of any such material at the Property or as to any other environmental problem or hazardous material issues in any way related to the Property;

For a period of one year after the date of closing, Seller hereby agrees to indemnify Purchaser and its agents, successors, directors, officers, employees, assignees, and all persons claiming through them and agrees to hold harmless Purchaser and its agents, successors, directors, officers, employees, councilmen, assignees, and all other persons claiming through it from and against any and all losses, claims, damages, penalties, liabilities, costs, and expenses (including all out-of-pocket litigation costs and expenses and the reasonable fees and expenses of counsel) arising out of any law suit brought or threatened, settlement reached, or governmental order related to the presence or use, generation, storage, containment, release, threatened release, or disposal of any hazardous wastes, hazardous materials, or hazardous substances on, from, or under the Property, where such hazardous materials, hazardous waste, or hazardous substances were present or were used, generated, stored, contained, released, threatened to have been released, or disposed of on the Property. This indemnification and hold harmless clause shall apply to liability for all consequential damages, foreseeable and unforeseeable, including, without limitation, the cost of any required or necessary repair, clean up, or detoxification and the preparation of any closure or other required plan, whether such actions are required or necessary prior to or following the transfer of title to the Property, and arising, directly or indirectly, out of the presence or use, generation, storage, containment, release, threatened release, or disposal

of hazardous wastes, hazardous materials, or hazardous substances in connection with the Property. Seller hereby agrees to submit to personal Jurisdiction and venue of the Superior Court of Dawson County, Georgia for any action brought to enforce this indemnity;

For purposes of this paragraph, the terms "disposal," "release," "hazardous substances," and "hazardous wastes" shall have the definitions assigned thereto by the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C., Sec. 9601 et. seq., Hazardous Materials Transportation Act, 49 U.S.C., Sec. 1802, and The Resource Conservation and Recovery Act, 42 U.S.C., Sec. 6901 et. seq;

(G) Seller acknowledges that all representations, warranties, and agreements of Seller contained in this Contract are true and correct as of the date hereof and will be true and correct as of the Closing Date.

7. Contingencies to Closing: This Contract is specifically contingent on the following condition being achieved within forty-five (45) days from the final execution of this Contract:

Purchaser's determination that the Property meets all regulatory, environmental and engineering requirements to serve as a proper well site for Purchaser's intended use.

In the event that the above condition is not satisfied within forty-five (45) days from the final execution of this Contract, Purchaser shall have the option to cancel this Contract and to receive a full refund of the Earnest Money, and this Contract shall be null and void.

8. Purchaser's Pre-Closing Rights and Privileges: Purchaser and its authorized agents and employees, as well as others authorized by Purchaser, shall, at Purchaser's expense and before Closing, have the privilege of going on the Property to make such surveying, architectural, engineering, topographical, geological, soil, environmental, and other tests, borings, and measurements as Purchaser deems necessary or advisable in connection with Purchaser's proposed use of said Property. Purchaser agrees to indemnify and to hold Seller harmless, to the extent allowed under Georgia law, against any claims against or damages to the Property that might result from such activities on the Property, and, if any lien claims are filed as a result of Purchaser's activities, then Purchaser agrees to cause such lien claims to be removed within fifteen (15) days of the date of notice from Seller.

9. Closing:

(A) Subject to the provisions of this Contract, Purchaser and Seller shall consummate and close the sale contemplated by this Contract on or before the date (herein referred to as the "Closing Date") which is sixty (60) days following the date of the final execution of this Contract, at the office of **Purchaser's** attorney or at the Purchaser's offices in Dawsonville, Georgia. Purchaser shall give Seller no less than one (1) week's notice of the exact day and time for such closing. Possession of the Property shall be given at closing;

(B) Seller agrees to convey title to the Property by a limited warranty deed. Title to personal property, if any, which is located upon the Property and is to be a part of and included in this Contract shall be conveyed with the title in said Property. The legal description of the Property contained in the limited warranty deed shall be the legal description as shown by the survey attached hereto as Exhibit A.

(C) Seller agrees to furnish Purchaser with an Owner's Affidavit showing that all debts, if any, for labor and materials used in improving the Property have been paid in full and that there are no outstanding claims, suits, debts, liens, or judgments against the Property. Such Owner's Affidavit shall be in such a form as is required by the title insurance company utilized by Purchaser in order for it to issue its title insurance policy, free of any exceptions from coverage for such matters;

(D) All state transfer taxes due and payable in connection with the recording of the deed of conveyance from Seller to Purchaser, if any, will be paid by Seller;

(E) Recording costs shall be borne by Purchaser;

(F) All other expenses incurred by Seller or Purchaser with respect to the Closing, including but not limited to attorneys' fees of Seller and Purchaser, shall be borne and paid exclusively by the party incurring the same, without reimbursement, except to the extent otherwise specifically provided for in this Contract;

(G) Seller will execute an affidavit stating Seller's U.S. taxpayer identification number, that Seller and all persons holding a beneficial interest in the Property are "United States persons" and are not "foreign persons," as defined in the Code, and that the purchase of the Property by Purchaser pursuant to this

Contract is not subject to the withholding requirements of Section 1445(a) of the Code or of applicable provisions of the Georgia Code;

(H) Seller and Purchaser agree that such papers as may be legally necessary or appropriate to carry out the terms of this Contract shall be executed and delivered by each party at the time of the Closing.

10. Condemnation: If, after the date hereof and prior to the Closing, all or any part of Property is: (i) subjected to a bona fide threat of condemnation; (ii) condemned or taken by a body having the power of eminent domain or condemnation; or (iii) sold or transferred in lieu of condemnation, then Purchaser shall be promptly notified thereof at the address set forth herein and, within ten (10) days after receipt of written notice to Purchaser, Purchaser may, by written notice to Seller, elect to cancel this Contract or to extend the Closing Date. In the event that Purchaser elects to cancel this Contract in accordance with the provisions of this paragraph, all parties shall be relieved and released of and from any further duties, obligations, rights, or liabilities hereunder, except that Purchaser shall be refunded all Earnest Money paid under this Contract, and thereupon this Contract shall become null and void and of no further force and effect. If no such election is made by Purchaser to cancel this Contract, then this Contract shall remain in full force and effect, and the purchase contemplated herein, less any interest taken by condemnation or eminent domain, shall be effected with no further adjustments, and, upon the Closing, Seller shall assign, transfer, and set over to Purchaser all of the right, title, and interest of Seller in and to any awards that have been or that may thereafter be made for any such taking or takings.

11. Risk of Loss and Damage to Property: Should the Property or any part thereof be substantially damaged or destroyed prior to Closing, at the election of Purchaser: (i) Purchaser shall have the right to rescind this Contract and to receive a full refund of the Earnest Money; (ii) Purchaser may extend and consummate this Contract and receive such insurance applicable to the same as is paid on the claim of loss, if any; or (iii) Purchaser may proceed with the Closing, with Seller retaining any insurance proceeds, and the Purchase Price shall be reduced by the amount of damage, as determined by an appraisal by an appraiser mutually agreed upon by the parties or, in the event that they fail to agree, by such appraiser as may be mutually agreed upon between counsel for each party. In the event that neither the parties nor their counsel agree as to any appraiser, each party shall appoint an appraiser of its own choice, and the average between the two appraisals shall finally and conclusively determine the damages by which the Purchase Price shall be reduced. Seller shall immediately notify Purchaser of such destruction or damage and whether or not there is any insurance covering the loss, and Purchaser shall exercise his election hereinabove provided for within ten (10) days after receipt of written notice from Seller of the amount of insurance payable or, in the event that Seller has notified Purchaser that there is no insurance coverage, within ten (10) days after receipt of the notice of the destruction or damages.

12. Real Estate Commission: Seller and Purchaser each warrant to the other that no real estate agent or broker has been involved in negotiating this transaction. In the event that any claims for real estate commission arise in connection with this Contract, the party on whose behalf the agent was working shall pay such commission, and each party hereby agrees to hold harmless and to indemnify the other against any and all claims for real estate sales commissions by any person or entity employed by such party.

13. Default - Rights of Parties: If the sale contemplated by this Contract is not consummated due to default of Seller, then the Earnest Money shall be promptly refunded to Purchaser, and Purchaser shall be entitled to all such rights and remedies as are provided by law. If said sale is not consummated because of Purchaser's default, then Seller shall be entitled to receive the Earnest Money, to be applied against Seller's damages for such default of Purchaser as full liquidated damages. Seller has the right to recover liquidated damages as provided herein under the authority of the Georgia Code. The parties agree that Seller's actual damages would be difficult, if not impossible, to ascertain and that the amount specified above is intended as liquidated damages and not as penalties and constitutes a good faith estimate of Seller's damages and shall be deemed to provide Seller full compensation for all costs, losses, or damages (including consequential damages) caused by Purchaser's default.

14. Seller's Cooperation and Assistance: As part of the consideration for Purchaser's performance of this Contract, Seller shall provide, with good faith and due diligence, from time to time, cooperation and assistance in obtaining: any site plan approval or dedications of rights-of-way from all appropriate governmental, quasi-governmental and private entities or agencies having jurisdiction over the Property; offsite easements, utility connections, and taps, as required for the proper development of the Property, and the

curb cuts for the Property. In complying with this provision, Seller shall have no obligation to incur any expenses.

15. Covenant Not to Commit Waste or Remove Trees: Seller agrees not to commit or to permit waste upon the Property, and Seller represents that the Property shall remain in the same condition as it is now, and Seller will not cause or permit any trees to be removed from the Property without the prior written consent of Purchaser.

16. Notices: Whenever any notice, demand, or request is required or permitted hereunder, such notice, demand, or request shall be: (i) hand delivered in person; or (ii) delivered United States Mail, certified and return receipt requested, postage prepaid, to the addresses set forth below:

As to Seller:

E Elliott Family Partnership, LLLP
P O BOX 476
Dawsonville, GA 30534

As to Purchaser:

City of Dawsonville
Attn: City Manager
415 Hwy. 53 E.
Dawsonville, GA 30534

With a Copy to:

Kevin Tallant
Tallant Howell, Attorneys at Law
202 Tribble Gap Road, Suite 302
Cumming, Georgia 30040

Any notice, demand, or request given hereunder upon any of the parties in the manner aforesaid shall be deemed sufficiently given for all purposes hereunder: (1) at the time in which such notices, demands, or requests are hand delivered in person; or (2) on the third business day after the mailing of such notices, demands, or requests in accordance with the preceding portion of this paragraph.

17. Miscellaneous Provisions:

(A) Time of Essence: Time is of the essence in this Contract;

(B) Entire Agreement: This Contract supersedes all prior discussions and agreements between Seller and Purchaser with respect to the conveyance of the Property and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto;

(C) Amendment: No amendment to this Contract shall be binding on any of the parties to this Contract unless such amendment is in writing and executed by all parties with the same formality as this Contract is executed;

(D) Georgia Law: This Contract shall be construed and interpreted under the laws of the State of Georgia;

(E) Severability: If any of the terms, covenants, or conditions of this Contract or application thereof to any person or circumstance shall be invalid or unenforceable, then the remainder of this Contract or the application of such terms, covenants, and conditions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each of the terms, covenants, or conditions of this Contract shall be valid and be enforced to the fullest extent permitted by law;

(F) No Waiver: No failure of either party to exercise any power given to either party hereunder or to insist upon strict compliance by either party with its obligations hereunder and no custom or practices of the parties at variance with the terms hereof shall constitute a waiver of either party's rights to demand compliance with the terms hereof;

(G) Remedies Cumulative: All rights, powers, and privileges conferred hereunder upon the parties, unless otherwise provided, shall be cumulative and are not restricted to those given by law;

(H) Binding Effect: The provisions of this Contract shall be binding and inure to the benefit of Purchaser, Seller, and their respective successors in interest;

(I) Assignment: It is agreed by Purchaser and Seller that Purchaser shall not have the right to assign Purchaser's interest herein without the prior written approval of Seller;

(J) Terminology: The terms "Seller" and "Purchaser" shall be construed in the plural, and the appropriate gender will be read into all pronouns used herein in reference to any of said parties whenever the sense of the Contract so requires;

(K) Survival: All agreements, representations, and warranties made herein shall be deemed to be made and reaffirmed on the Closing Date, as of the Closing Date, shall survive the Closing, shall not be merged with the deed of conveyance, and shall not be impaired by any investigation or other act of Purchaser or Seller, except where specifically provided herein;

(L) Attorneys' Fees: In the event that suit is brought to enforce or interpret all or any portion of this Contract or if suit is brought for liquidated damages or for any other relief permitted hereunder, then the party, if any, awarded costs in such suit shall be entitled to recover, as an element of such costs and not as damages, reasonable attorneys' fees incurred in connection with such suit. Without limiting the generality of the foregoing, attorneys' fees shall be determined at the normal hourly rates charged by the person doing the work, regardless of whether said fees bear a reasonable relationship to the relief obtained. A party which is not entitled to recover costs in any such suit shall not be entitled to recover its attorneys' fees;

(M) Performance Deadlines: Notwithstanding anything herein to the contrary, in the event that the final date of performance by either party to this Contract of any condition or obligation hereunder falls upon a non-business day (i.e., Saturday, Sunday, any national holiday, or a local holiday recognized by major banks located in Dawsonville, Georgia), the final date for performance of such condition or obligation shall be extended automatically and without notice until the next succeeding business day;

(N) Special Provisions: Purchaser intends to construct a wellspring site on the Property for utility purposes. The Property shall be configured such that the Property will include at a minimum a one-hundred-foot (100') radius of protected area surrounding the property, in which no septic will be allowed. Seller agrees to cooperate with Purchaser for Purchaser to record such restriction in the public records of Dawson County at the time of Closing in such a manner as it will be binding on Seller, Purchaser, their successors, administrators, heirs and assigns. Further, to the extent necessary, Seller will grant a twenty-five-foot (25') access easement over Pigeon Trail to Purchaser for Purchaser to access the Property from the nearest public road for purposes of construction related to the development of a spring for water utility purposes. This easement shall be temporary in nature and shall be for the purposes stated only, and all right to use the property for construction related purposes or for access otherwise to the Property shall expire one year after the date construction activities begin, or upon the completion of Purchaser's construction activities whichever occurs first. After the expiration of the easement, Purchaser's right to access the easement shall only be to the extent Purchaser needs to repair any and all damages incurred during the use of the easement and construction process, which agreement to repair is part of the consideration granted by Purchaser hereunder.


The date of this Contract is the last date written below upon which this Contract is fully and finally executed by all of the parties.

IN WITNESS WHEREOF the parties have set their respective hands and affixed their seals, the date and year indicated below.

SELLER:


E. Elliott Family Partnership, LLLP
Date: 07-10-2025

PURCHASER:
CITY OF DAWSONVILLE

By: 
John Walden, Mayor
Date: July 9 2025

Witness:



Attest: City Clerk

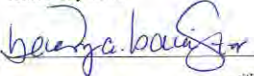




Exhibit "A"

RESOLUTION NO. R2025-04

RESOLUTION OF THE CITY OF DAWSONVILLE, GEORGIA (the "CITY") AUTHORIZING PARTICIPATION IN AN AMICUS BRIEF IN THE CHANG V. CITY OF MILTON APPEAL PENDING BEFORE THE GEORGIA SUPREME COURT

WHEREAS, the Chang v. Milton litigation involves a claim of liability against the City of Milton, Georgia, for personal injuries due to a 2016 vehicle collision with a fixed obstruction (a masonry planter) located on City-owned right of way where the obstruction was outside the motoring lanes of travel;

WHEREAS, the masonry planter had been at the same location since 1992 and had never been the subject of a complaint or prior accident;

WHEREAS, at the trial court, the City of Milton was found to be partially at fault and a jury awarded money damages against the City of Milton of \$35,000,000;

WHEREAS, on September 16, 2024, the Court of Appeals affirmed the findings of the trial court, City of Milton v. Chang, et. al., 373 Ga. App. 667 (2024) (Court of Appeals ruling);

WHEREAS, on June 24, 2025, the Supreme Court of Georgia granted certiorari, Supreme Court docket number S25G0476;

WHEREAS, the Georgia Supreme Court identified three issues upon which it wanted the Parties to focus in their appellate briefing:

1. Is the design and placement of objects on a shoulder of a roadway part of the ministerial duty of a municipality to keep its "streets and sidewalks in a reasonably safe condition" or is it a governmental function? Compare Mayor, Etc., of Dalton v. Wilson, 118 Ga. 100 (44 SE 830) (1903) with Town of Fort Oglethorpe v. Phillips, 224 Ga. 834 (165 SE2d 141) (1968). See generally OCGA § 36-33-1.
2. Is the placement of a planter on the shoulder of a roadway a "defect[]" in the public roads of [the municipality's] municipal street system"? See OCGA § 32-4-93 (a).
3. For municipal immunity to be waived under the circumstances of this case, must the plaintiff show that the municipality violated its ministerial duty to keep its "streets and sidewalks in a reasonably safe condition" and that the planter on the shoulder of the roadway is a "defect[]" in the public roads of [the municipality's] municipal street system"? Please address the interplay between OCGA § 36-33-1 and OCGA § 32-4-93 (a).

WHEREAS, the CITY believes that answers to the above legal questions are of significant value to its citizens and residents;

WHEREAS, the CITY believes that Supreme Court guidance on such questions may lead to the Court of Appeals ruling being overturned

WHEREAS, the CITY believes the Court of Appeals ruling is inconsistent with existing legal precedent; and,

WHEREAS, the CITY believes that it is in the best interests of the health, welfare, and safety of its citizens that the Court of Appeals ruling be reversed and that the questions presented by the Supreme Court be answered in a way that benefits Georgia's' cities.

NOW THEREFORE BE IT RESOLVED, that the CITY does hereby authorize participation in an amicus brief before the Georgia Supreme Court asking that the Court of Appeals ruling be reversed and that the Supreme Court's three proffered questions be answered in a way that is legally advantageous to Georgia's cities. An amicus brief so tendered may include the City's name as a participating party.

This 9, day of July, 2025.

CITY OF DAWSONVILLE

By: _____

John Walden, Mayor

Caleb Phillips, Councilmember Post

William Ilg, Councilmember Post #2

Sandy Sawyer, Councilmember Post #3

Mark French, Councilmember Post #4

Attested:

Beverly A. Banister, City Clerk



MINUTES
CITY COUNCIL SPECIAL CALLED MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, July 14, 2025
5:00 P.M.

1. **CALL TO ORDER:** Mayor Walden called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Councilmember William Illg, Councilmember Sandy Sawyer, Councilmember Mark French, Councilmember Caleb Phillips, City Attorney Kevin Tallant, Interim City Manager Jacob Evans, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utilities Director Jacob Barr, Finance Director Robin Gazaway and Zoning Administrative Assistant Stacy Harris
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember French.
4. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.
5. **PUBLIC INPUT:** None
6. **CITY MANAGER APPOINTMENT:** Motion to appoint Jacob Evans as the City Manager made by W. Illg; second by S. Sawyer. Councilmember French stated he had a candid conversation with Mr. Evans and stated although he likes him and believes he is a good person, he does not think he is ready for this position. He further stated he thinks Mr. Evans could grow into the position but he is not comfortable appointing him now. He asked how many people were considered for the position, what criteria was used to consider them and how was the criteria established. He quoted a portion of the City's charter under Section 3.14 as "The manager shall be appointed on the basis of his or her executive and administrative qualifications". Councilmember French said he has not done his due diligence based on the absence of comparing Mr. Evans' qualifications against anyone else's. He further expressed concern based on looking at qualifications of other city managers who have obtained degrees and/or gained significant experience through other governmental supervisory positions over the course of twenty plus years and he does not want to set Mr. Evans up for failure. Vote carried three in favor (Illg, Sawyer, Phillips) and one against (French). Mayor Walden wanted to thank Mr. Bolz for his almost nine years of service to the City and is grateful for his work and contribution to the City.

ADJOURNMENT

At 5:06 p.m. a motion to adjourn the meeting was made by W. Illg; second by C. Phillips. Councilmember French stated that he did previously communicate to Mr. Evans that if it were the Council's decision to appoint him as City Manager, he would help him in any way he could and wants to see him succeed. Vote carried unanimously in favor.

Approved this 21st day of July 2025

By: CITY OF DAWSONVILLE

John Walden, Mayor

Caleb Phillips, Councilmember Post 1

William Illg, Councilmember Post 2

**MINUTES
CITY COUNCIL SPECIAL CALLED MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, July 14, 2025
5:00 P.M.**

Sandra Sawyer, Councilmember Post 3

Mark French, Councilmember Post 4

Attested: _____
Beverly A. Banister, City Clerk

DRAFT



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 8

SUBJECT: EMPLOYEE RECOGNITION

CITY COUNCIL MEETING DATE: 07/21/2025

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO RECOGNIZE AND PRESENT EMPLOYEE RECOGNITION

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Jacob Evans, City Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 9

SUBJECT: **PROCLAMATION: 2025 GEORGIA RACING HALL OF FAME INDUCTEES**

CITY COUNCIL MEETING DATE: 07/21/2025

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO RECOGNIZE THE 2025 GEORGIA RACING HALL OF FAME INDUCTEES AND READ THE PROCLAMATION

HISTORY/FACTS/ISSUES:

INDUCTION CEREMONY WILL BE HELD ON AUGUST 2, 2025 BEGINNING 1:00 PM AT THE GEORGIA RACING HALL OF FAME.

INDUCTEES WILL RECEIVE A PROCLAMATION FROM THE MAYOR HONORING THEIR CONTRIBUTION TO GEORGIA RACING

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: John Walden, Mayor



Proclamation

2025 Georgia Racing Hall of Fame Inductees



WHEREAS, the Dawsonville History Museum, proud home of the Georgia Racing Hall of Fame, seeks to honor and recognize individuals who have made significant contributions to the world of motorsports in Georgia; and

WHEREAS, Dawsonville, Georgia is given the honorable distinction as the Birthplace of Stock Car Racing; and

WHEREAS, we acknowledge our pride in the heritage and roots of Georgia and its significance in motorsports, as well as the contribution made to its history by those who have been inducted in years past; and

WHEREAS, future candidates must exemplify the highest standards of sportsmanship, ethics, and moral character; and

WHEREAS, the nominee must be a current or former resident of the state of Georgia or a significant contributor to racing in the state of Georgia; and

WHEREAS, the committee shall consider the nominees' overall impact on Georgia motorsports, their racing accomplishments, and their contributions to the motorsport's community within the state; and

WHEREAS, we acknowledge the diligent efforts of the esteemed committee, including Rick Minter, a dedicated member since 2002, Chairman since 2015, and an integral part of the original committee in overseeing the nomination and selection process for inductees; and

WHEREAS, the nominating committee has selected the following individuals that meet the aforementioned requirements and the Georgia Racing Hall of Fame has accepted Mike Helton, Fulmer Lance, Ethel Flock Mobley, Bob Morris and Johnny Thomas as the official 2025 Class of Georgia Racing Hall of Fame Inductees.

NOW, THEREFORE, I, John Walden, Mayor of the City of Dawsonville, do hereby proclaim **Mike Helton, Fulmer Lance, Ethel Flock Mobley, Bob Morris and Johnny Thomas** as the official

2025 Georgia Racing Hall of Fame Inductees

and recognize their significant qualifications and contributions made to the field of Georgia motorsports of which its impact can still be recognized today.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Dawsonville to be affixed this 21st day of July 2025.

John Walden, Mayor

ATTEST:

Beverly A. Banister, City Clerk



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 10

SUBJECT: **VAR-C2500168**

CITY COUNCIL MEETING DATE: 07/21/2025

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST: **PUBLIC HEARING**

VAR-C2500168: Integrity Engineering and Development Services, Inc. with Dawsonville Fee Owner, LLC has requested to vary from the general sign regulations at 25 Main Street (Tax Map Parcel D04 020 004) to allow wall signage on all four (4) façades of the building. Public Hearing Date: City Council on Monday, July 21, 2025. City Council for a decision on Monday, August 4, 2025.

HISTORY/ FACTS / ISSUES:

- **1.18 ACRE PARCEL CURRENTLY UNOCCUPIED RESTAURANT**
- **PROPOSED MCDONALD'S SIGNAGE ON ALL FOUR (4) FACADES OF THE BUILDING**
- **PLANNED UNIT DEVELOPMENT (PUD) REZONED 11/14/2005**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: CPL, Planning & Zoning Department



CITY OF DAWSONVILLE

Planning Staff Report

Variance Request – Signs Ordinance

APPLICANTIntegrity Engineering and Development Services, Inc. w/
Dawsonville Fee Owner, LLC

CASE NUMBERVAR-C2500168

REQUESTVary from Signs Ordinance Sec. 105-40(b)(4) to allow wall
signage on all four (4) facades of the building.

CURRENT ZONING DESIGNATIONPUD: Planned Unit Development

SITE AREA+/- 1.18 acres

LOCATION25 Main St

TAX MAP PARCELD04 020 004

CITY COUNCIL PUBLIC HEARING DATE.....July 21, 2025

CITY COUNCIL DECISION MEETING DATEAugust 4, 2025

INTRODUCTION

The applicant has requested to vary from the standards of Signs Ordinance Sec. 105-40(b)(4), which governs performance standards for signs in commercial and industrial zoning districts. This subsection limits individual businesses and land uses to one (1) wall sign. The applicant proposes the installation of wall signage on four (4) sides of the building.

Signs Ordinance Sec. 105-3 provides definitions, and states that “the total lettering on one side of a building or structure shall constitute one wall sign.” The applicant has proposed a total of five (5) separate wall signs on the building; pursuant to the wall sign definition, the total sign count is considered four (4) for the purpose of this variance request.

PROPOSAL

The subject 1.18 +/- acre parcel is currently developed with an unoccupied restaurant, equipped with a drive-through. The site is located within a larger PUD: Planned Unit Development, which was approved by the City during the Regular City Council Meeting on November 14, 2005. The requested wall signage would advertise a McDonalds restaurant proposed for the subject building.

The existing building is located at the northeast corner of the intersection of Highway 53 E and Main Street. The County tax assessor depicts a public drive immediately east of the subject site, resulting in three (3) separate

frontages. Currently, direct vehicular site access is gained solely from this public drive. According to the submitted letter of intent, the applicant desires additional wall signage so travelers “have the ability to easily identify [the] business from the ... three roads.”

The applicant submitted a master signage plan to the City; in addition to the requested wall signage, it includes a monument sign and several directional signs. If this request is approved, the applicant would install the following wall signage pursuant to their submittal:

Quantity	Message	Sign Area	Building Face
1	“M”	14.00 sq. ft.	Front (south)
1	“M”	14.00 sq. ft.	Rear (north)
1	“M”	14.00 sq. ft.	Side without drive-through (east)
1	“McDonald’s”	32.83 sq. ft.	Side without drive-through (east)
1	“McDonald’s”	32.83 sq. ft.	Side with drive-through (west)

Note: If the requested variance is not approved, the applicant would only be able to install wall signage on one (1) building face.

SURROUNDING PROPERTIES

Direction from the Site	Existing Zoning	Existing Land Use
North	PUD	Restaurant, museum, City Hall, vacant land
South	PUD, HB	Government offices, restaurant, outdoor storage, automotive repair/maintenance
East	PUD	Supermarket, restaurants, retail, personal services
West	HB, CIR	Government office, restaurant, outdoor storage, automotive repair/maintenance, funeral home

COMPREHENSIVE PLAN

Pursuant to the 2023 Dawsonville Comprehensive Plan, the subject parcel is within the Commercial Character Area.

“Commercial development is focused in the central area of Dawsonville and along the major arterial roadways. It is important that future development focuses on design standards that reflect Dawsonville’s character and sense of place. The [improvement] of abandoned or older dilapidated commercial centers should be encouraged.”

Permissible land uses in the Character Area are limited to Commercial.

ANALYSIS

Sec. 105-8 – Appeals and variances authorized.

Subsection (b): Variances to the performance standards delineated in this chapter may be granted by the mayor and council of the city if sought by the applicant for a sign needing such a variance. Variances must be requested on forms provided by the department of planning and zoning, and are subject to such additional fees as may be set by the mayor and council of the city from time to time. Variances will be considered by the mayor and council along with the permitting procedures discussed in section 105-7.

(1) A variance may be granted in an individual case of extreme and unusual hardship upon a finding by the city council that the following conditions exist:

(Language in bold is from the City of Dawsonville Signs Ordinance. Bulleted information that is not bolded are factors known to staff that may apply to the Ordinance criteria.)

1. **There exist extraordinary and exceptional conditions pertaining to the property in question resulting from its size, shape, or topography which are not applicable to other lands or structures in the area.**
 - The subject area is served primarily by Highway 53 E; the prevailing roadway is elevated higher than the subject site.
 - i. The elevation difference reduces visibility of the subject building from the roadway.
2. **The failure of the city council to allow a variance would deprive the applicant of a right currently enjoyed by other similar properties in the city.**
 - If the subject variance requested is denied, the applicant would not be deprived of rights currently enjoyed by similar properties in the City.
 - i. The applicant would still be able to install wall signage on one (1) building face, in addition to other signage not mounted on walls, to advertise their business to nearby travelers.
 - ii. The applicant has applied for a permit to install one (1) monument sign on the site.
3. **Granting the variance request will not confer upon the property of the applicant significant privileges which are denied to other similar properties in the city.**
 - If the City Council finds that exceptional conditions exist upon the subject lot, granting the requested variance would not confer any special privileges.
4. **The requested variance will be in harmony with the purpose and intent of this article and will not be injurious to the neighborhood or to the general welfare.**
 - If the requested variance is approved, the applicant may install wall signage on four (4) building faces instead of one (1) building face as permitted by the Signs Ordinance.
 - i. Staff do not anticipate the increase in wall signage would be injurious to the neighborhood or the public welfare.
5. **The variance is not a request to permit a type of sign which otherwise is not permitted in the zoning districts involved.**
 - The requested variance would permit a greater volume of *wall signs* on the subject building, which is a permitted sign type in the subject PUD: Planned Unit Development.

STAFF RECOMMENDATION

Staff recommends **approval with conditions** of the request to vary from Signs Ordinance Sec. 105-40(b)(4) to allow wall signage on all four (4) facades of the building. Pursuant to variance criteria 1, 4, and 5, staff finds that sufficient hardship may exist to justify the requested relief. Staff recommends the following **conditions** be applied to the approval:

1. All wall signage installed on the site shall substantially comply with the submitted Signs Ordinance variance request and depictions on the accompany building elevations.
2. This approval is not transferable to any other tenant or property owner and shall only apply to the subject applicant and property owner.

AERIAL IMAGERY



Note: the boundaries of the subject site (parcel D04 020 004) are approximated in blue on the map above.



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

Signs Ordinance
Variance Application

Var C25 00168

Application for: ☐ Appeal ☒ Variance

Brief Request Description: We are requesting a variance from Sec. 105-40(4) to allow wall signage on all four (4) facades of the building (5 total wall signs).
(Letter of Intent must fully describe this request)

Applicant Name: Will Marshall Company: Integrity Engineering & Development Services, Inc.
Mailing Address: 3615 Braselton Hwy, Suite 201, Dacula, GA 30019
Cell Phone: Email:

Property Owner Name(s): Dawsonville Fee Owner LLC (Carrie A. McNeil - Agent)
Mailing Address: 3735 Beam Rd, Suite B, Charlotte, NC 28217
Cell Phone: Email

Subject Property Address: 25 Main Street, Dawsonville, GA 30534
Tax Map Parcel # D04 020 004
Present and/or Proposed Use of Property: McDonald's Restaurant (Conversion from Bojangles)

Required Items:

- A completed, signed application.
- A detailed Letter of Intent of your request along with any supporting maps, surveys and/or documents requested by the Planning and Zoning Department.
- The Letter of Intent shall address the criteria specified in Sec. 105-8(b)(1) in Article I of the Signs Ordinance.

Note: The issuance of a variance from the Signs Ordinance is at the discretion of the Dawsonville City Council.

FEE SCHEDULE

Variance from the Signs Ordinance	\$300.00
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Will Marshall
Signature of Applicant

6/17/2025
Date

Office Use Only	
Application Completeness Date: 6.18.2025	Amount Paid and Method: \$ 400.00 Online
Public Hearing Date: 7.21.2025	
Date(s) Advertised: 6.25.2025	
Decision Rendered:	

City of Dawsonville Land Development Regulations
Article I, Sec. 105-8 of the Signs Ordinance

The purpose of a variance is to provide relief when a strict application of Code requirements would impose unusual practical difficulties or unnecessary physical hardships on the applicant. Variances to the performance standards delineated in this chapter may be granted by the mayor and council of the city if sought by the applicant for a sign needing such a variance. Variances must be requested on forms provided by the department of planning and zoning, and are subject to such additional fees as may be set by the mayor and council of the city from time to time. Variances will be considered by the mayor and council along with the permitting procedures discussed in section 105-7 of the Signs Ordinance.

A variance may be granted in an individual case of extreme and unusual hardship upon a finding by the city council that the following conditions exist:

(Applicants shall provide an answer to each question below. Answers at least one complete sentence in length are encouraged)

a. There exist extraordinary and exceptional conditions pertaining to the property in question resulting from its size, shape, or topography which are not applicable to other lands or structures in the area.

Answer:

The building and parking lot on the property is situated in close proximity to and below the street level of Highway 53, with a noticeable change in grade between the parking lot and highway, creating a "down in the hole" effect for the building. This effect is not present for other nearby businesses that are located further away from Highway 53. Because this effect reduces visibility from the main highway, it is important for potential customers to have the ability to easily identify our business from the other three roads that surround our building. This can be achieved through additional wall signage on each of the 4 building facades.
b. The failure of the city council to allow a variance would deprive the applicant of a right currently enjoyed by other similar properties in the city.

Answer:

The previous business that occupied the building that we will be utilizing was permitted to have signage on multiple facades which ensured that the business was identifiable from the multiple street frontages that surround the building.

c. Granting the variance request will not confer upon the property of the applicant significant privileges which are denied to other similar properties in the city.

Answer:

There are no other freestanding restaurants in the area with multiple road frontages that would be comparable to the subject property.

d. The requested variance will be in harmony with the purpose and intent of this article and will not be injurious to the neighborhood or to the general welfare.

Answer:

This requested variance will not cause harm to the general welfare, as the signage will contribute positively to the overall aesthetics of the property and only occupy 1.7% of the front elevation, 2.4% of the non-drive-thru elevation, 1.7% of the drive-thru elevation, and 1.8% of the rear elevation. This proposed signage is modest, reasonable, and will not be distracting to drivers but will allow them to easily identify our building and make informed turning movements into the site rather than last-minute split second decisions to enter the site which can be dangerous. The signage will also prevent vast expanses of blank walls from being present which can be unsightly.

e. The variance is not a request to permit a type of sign which otherwise is not permitted in the zoning districts involved.

Answer:

The classification of wall signage that we are requesting a variance for is not prohibited by the Code, and the wall signage square footage per elevation that we are requesting makes up a minimal percentage of the total facade areas. We believe that the intent of the Code is to prevent businesses with one street frontage from installing multiple unsightly and distracting wall signs, whereas in this scenario with the subject site has multiple frontages that will require at minimum visibility and identification from multiple frontages.

The applicant, or designated agent/representative, must attend the public hearing(s) for the variance request to be considered.

Applicant's Name: Will Marshall (Integrity Engineering)

Property Owner Authorization
Variance from the Signs Ordinance

I / We Dawsonville Fee Owner, LLC

hereby swear that I / we own the property located at (provide street address and/or tax map parcel number of the real property) D04 020 004

as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by the request.

I hereby authorize the person(s) and/or entity(ies) named below to act as the applicant or agent in pursuit of the Signs Ordinance variance request on this property. The under signer below is authorized to make this application.

The property owner signature and date can be provided only in the presence of a Notary Public.

Printed Name of Property Owner Gary J. Davies, Vice President

Signature of Property Owner

[Signature]

Date: 6/11/25

Mailing Address of Property Owner 3735 Beam Rd, Suite B

City Charlotte

State NC

ZIP Code 28217

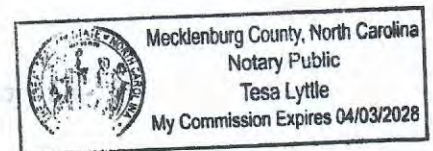
To be completed by the Notary Public Only:

Sworn and subscribed before me on this

11th day of June, 20 25

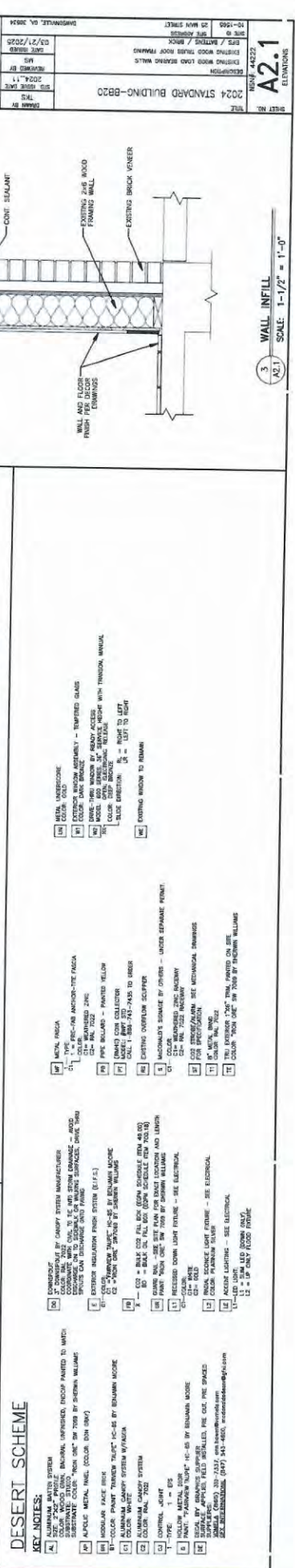
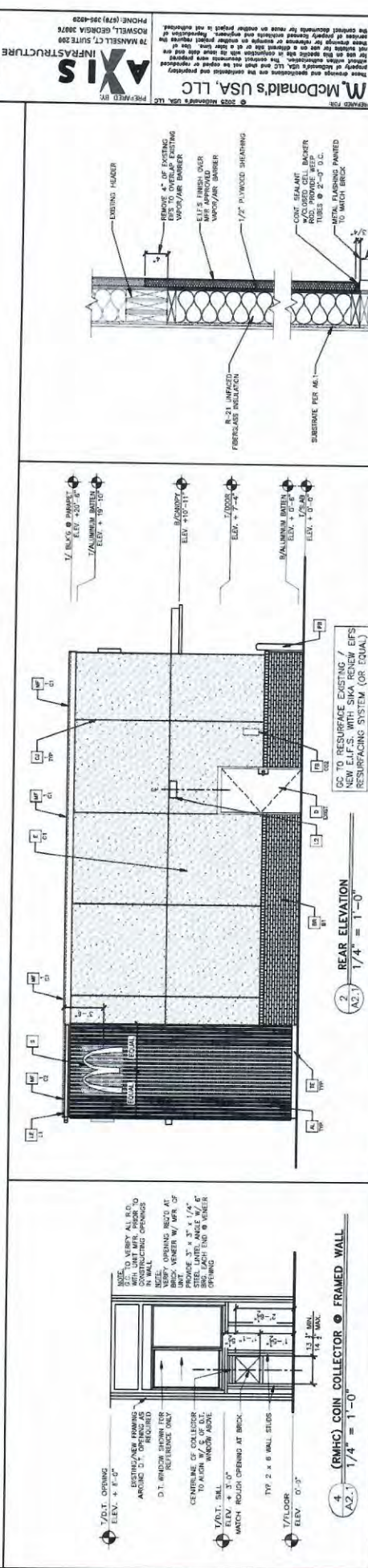
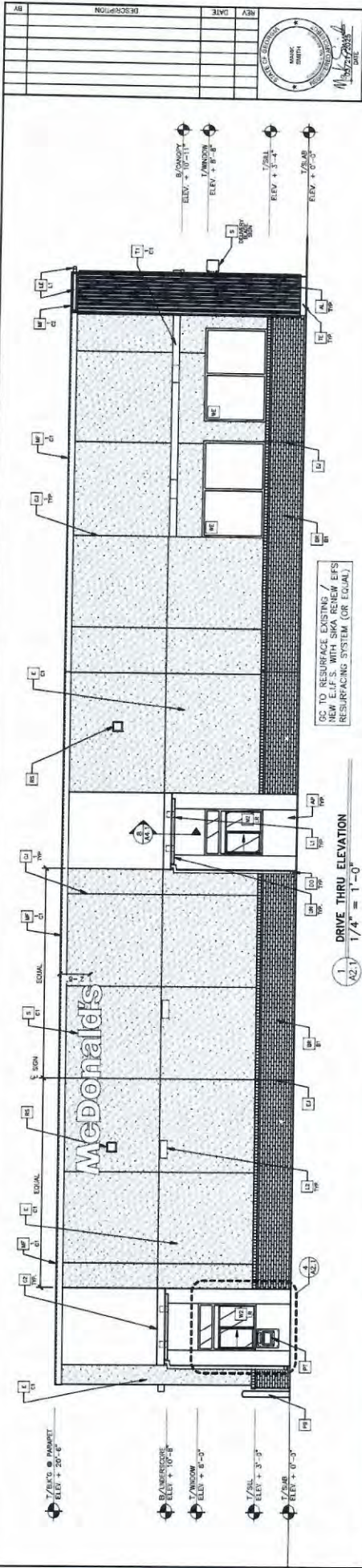
[Signature]

Notary Public, State of ~~Georgia~~ North Carolina



My Commission Expires on 04/03/2028

(The complete names of all owners must be listed, if the owner is a partnership, the names of all partners must be listed, if a joint venture, the names of all members must be listed. If a separate sheet is needed to list all names, please have the additional sheet/sheets notarized also.)



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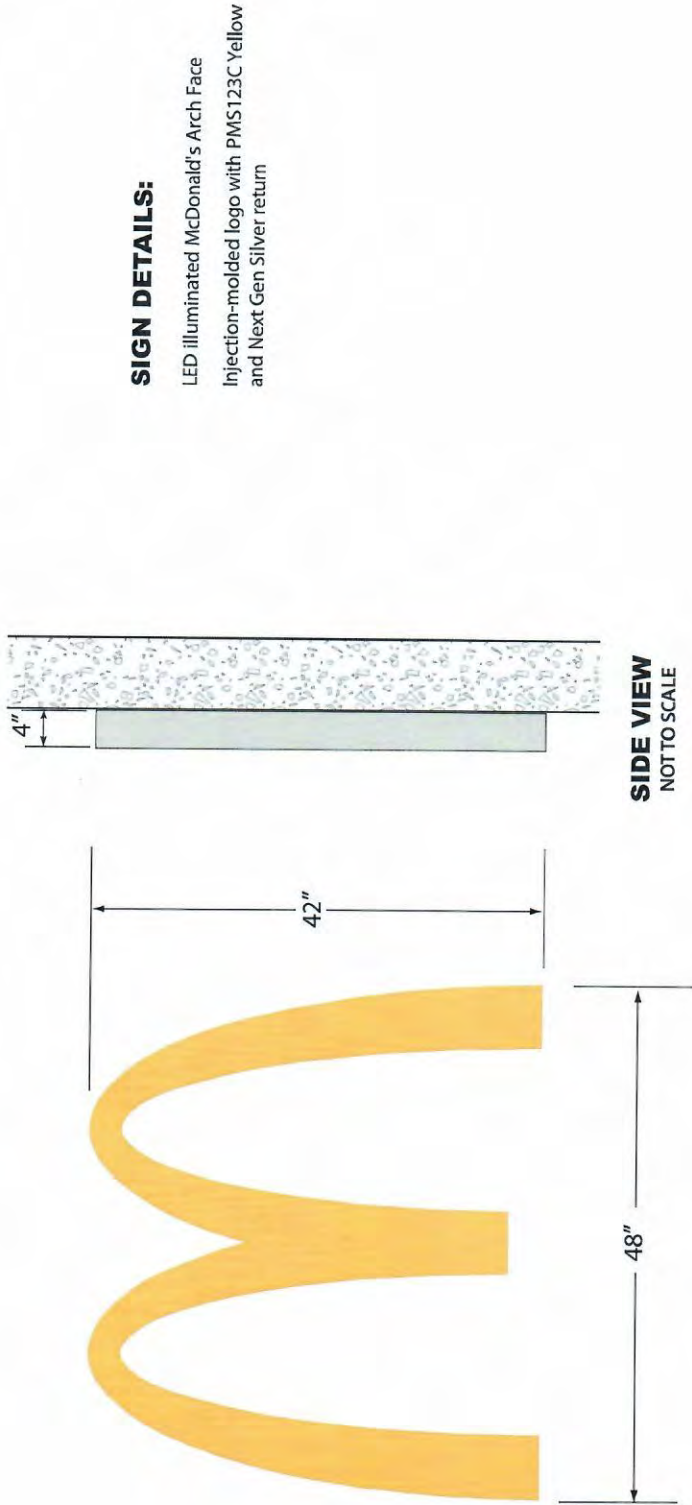
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42" Next Gen Arch

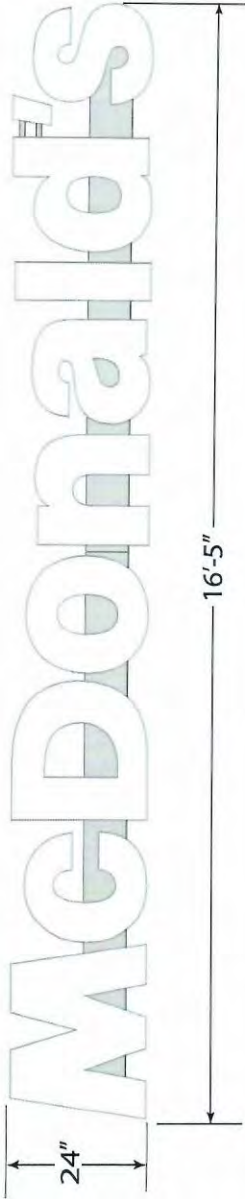


SIGN DETAILS:

LED illuminated McDonald's Arch Face
Injection-molded logo with PMS123C Yellow
and Next Gen Silver return

 Everbrite	Everbrite, LLC. 4949 S. 110th Street, Greenfield, WI 53228 Phone: 414-529-3500 • Fax: 414-529-7191 Website: www.everbrite.com	Part No: Description: 42" NEXT GEN ARCH	Project No: 497734-3	
			Drawn By: CMH Date: 03/20/24	
These product sheets are the exclusive property of Everbrite, LLC. Use of this property in any manner without express written permission of Everbrite, LLC is prohibited. Drawings are for graphic purposes only and not for construction. For more specific manufacturing data, please refer to engineering specifications and initial drawings.				

24" Next Gen Wordmark

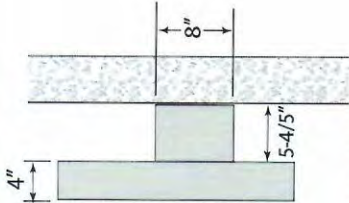


SIGN DETAILS:

LED illuminated McDonald's Wordmark on Next Gen Silver raceway

Injection-molded letters with White faces and Next Gen Silver returns

Wall mount is standard. Tube mounting kit available for mansard roofs.



SIDE VIEW
NOT TO SCALE

	<p>Everbrite, LLC. 4949 S. 110th Street, Greenfield, WI 53228 Phone: 414-529-3500 • Fax: 414-529-7191 Website: www.everbrite.com</p>	<p>Part No: Description: 24" NEXT GEN WORDMARK- RACEWAY MTD.</p>	<p>Project No: 497734-3 Drawn By: CMH Date: 03/18/24</p>	<p>These product sheets are the exclusive property of Everbrite, LLC. Use of this property in any manner without express written permission of Everbrite, LLC is prohibited. Drawings are for graphic purposes only and not for construction. For more specific manufacturing detail, please refer to engineering specifications and detail drawings.</p> 
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June 6th, 2025

City of Dawsonville
Planning and Zoning Department
415 Hwy 53 East, Suite 100
Dawsonville, GA 30534

Attn: Ms. Stacy Harris

RE: Letter of Intent for Wall Sign Variance Request
McDonald's Alteration/Building Conversion (L/C #10-1565)
25 Main Street
Dawsonville, GA 30534

Dear Ms. Harris,

The applicant, Integrity Engineering and Development Services, Inc., on the behalf of the owner, Dawsonville Fee Owner, LLC, hereby submits this variance request to allow an increase in the total number of permitted building wall signs from one (1) to five (5).

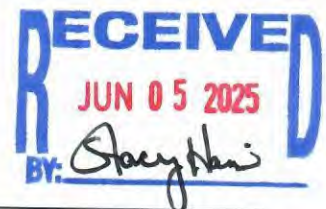
McDonald's proposes to install the following signage:

- One (1) 14 square foot McDonald's Arch Sign on each of the front, rear, and non-drive-thru elevations for a total of three (3) 14 square foot McDonald's Arch Signs.
- One (1) 32.83 square foot McDonald's Wordmark Sign on both the non-drive-thru and drive-thru elevations for a total of two (2) McDonald's Wordmark Signs.

This variance request is submitted in accordance with Sec. 105-8(b)(1) in Article I of the Signs Ordinance, as the criteria set forth therein are met by the circumstances of our property:

a. Extraordinary and exceptional conditions pertaining to the property in question resulting from its size, shape, or topography which are not applicable to other lands or structures in the area.

The building and parking lot on the property is situated in close proximity to and below the street level of Highway 53, with a noticeable change in grade between the parking lot and highway, creating a "down-in-the-hole" effect for the drive-thru side of our building. This effect is not present for other nearby businesses that are located further away from Highway 53. Because this effect reduces visibility from the main highway, it is important for potential customers to have the ability to easily identify our business from the other three roads (Main St., Bojangles Driveway, and Allen St.) that parallel our building. This can be achieved through additional wall signage on each of the four (4) building facades.



3615 Braselton Hwy, Suite 201, Dacula, GA 30019
P: 678.546.0446

b. The failure of the city council to allow a variance would deprive the applicant of a right currently enjoyed by other similar properties in the city.

The previous business that occupied the building that will be utilized was permitted to have signage on multiple facades which ensured that the business was identifiable from the multiple street frontages that surround the building.

c. Granting the variance request will not confer upon the property of the applicant significant privileges which are denied to other similar properties in the city.

Approval of this variance will not grant privileges beyond those already enjoyed by similar businesses. There are no other freestanding restaurants in the area with multiple road frontages or topography that would be directly comparable to the subject property.

d. The requested variance will be in harmony with the purpose and intent of this article and will not be injurious to the neighborhood or to the general welfare.

This requested variance will not cause harm to the general welfare, as the signage will contribute positively to the overall aesthetics of the property and only occupy 1.7% of the front elevation, 2.4% of the non-drive-thru elevation, 1.7% of the drive-thru elevation, and 1.8% of the rear elevation. This proposed signage is modest, reasonable, and will not be distracting to drivers but will allow them to easily identify our building and make informed turning movements into the site rather than last-minute split second decisions to enter the site which can be dangerous. The signage will also prevent vast expanses of blank walls from being present which can be viewed as unsightly.

e. The variance is not a request to permit a type of sign which otherwise is not permitted in the zoning districts involved.

The classification of wall signage that we are requesting a variance for is not prohibited by the Code, rather just regulated by quantity. The wall signage square footage per elevation that we are requesting makes up a minimal percentage of the total facade areas. We believe that the intent of the Code is to prevent businesses with one street frontage from installing multiple unsightly and distracting wall signs, whereas in this scenario with the subject site has multiple frontages that will require at minimum visibility and identification from multiple frontages.

We appreciate your time and consideration of this request. Please do not hesitate to contact me if you have any questions or need further information.

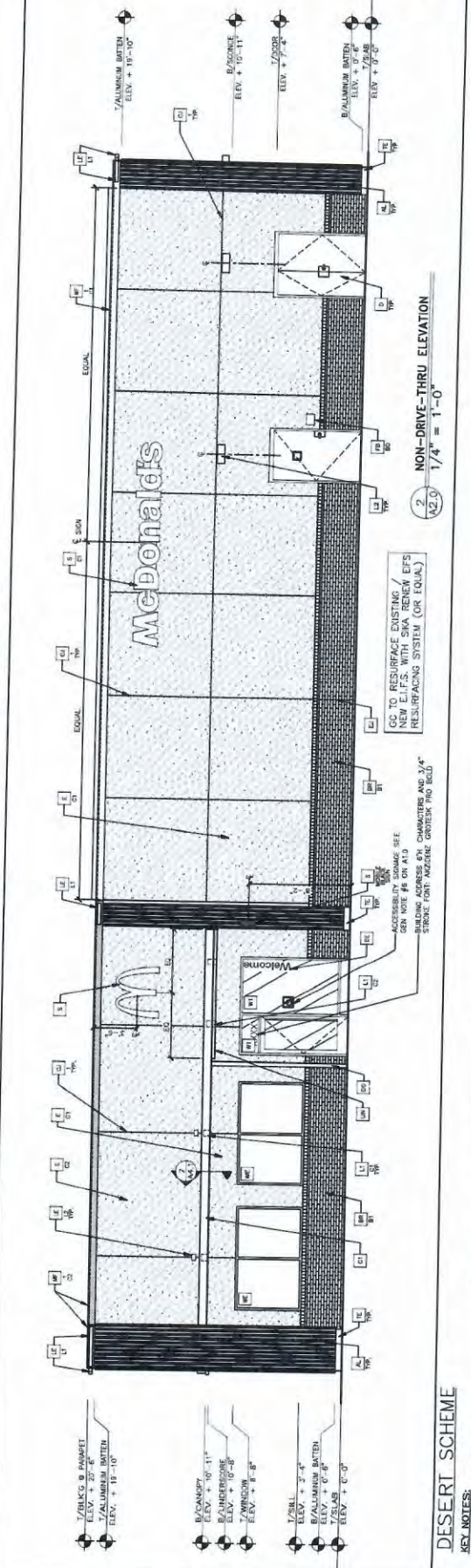
Sincerely,
Integrity Engineering & Development Services, Inc.

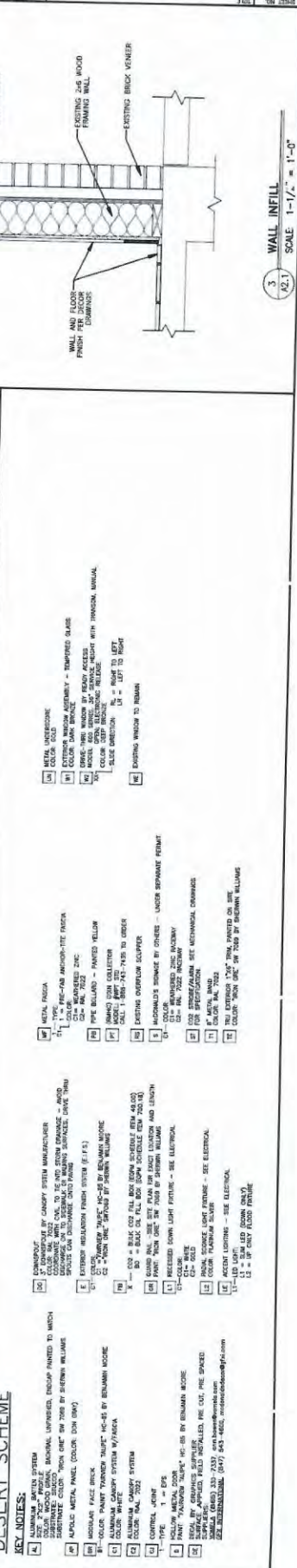
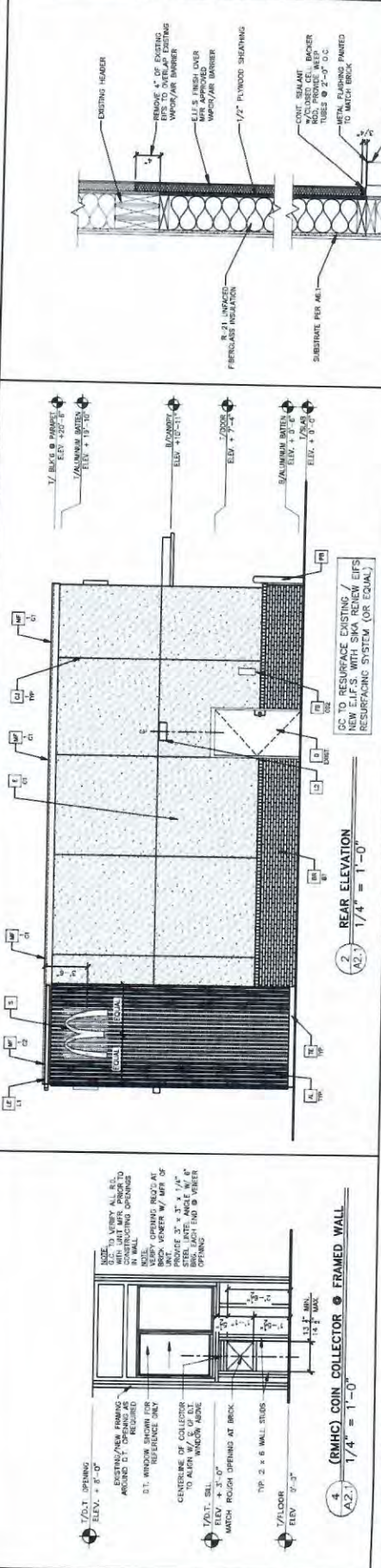
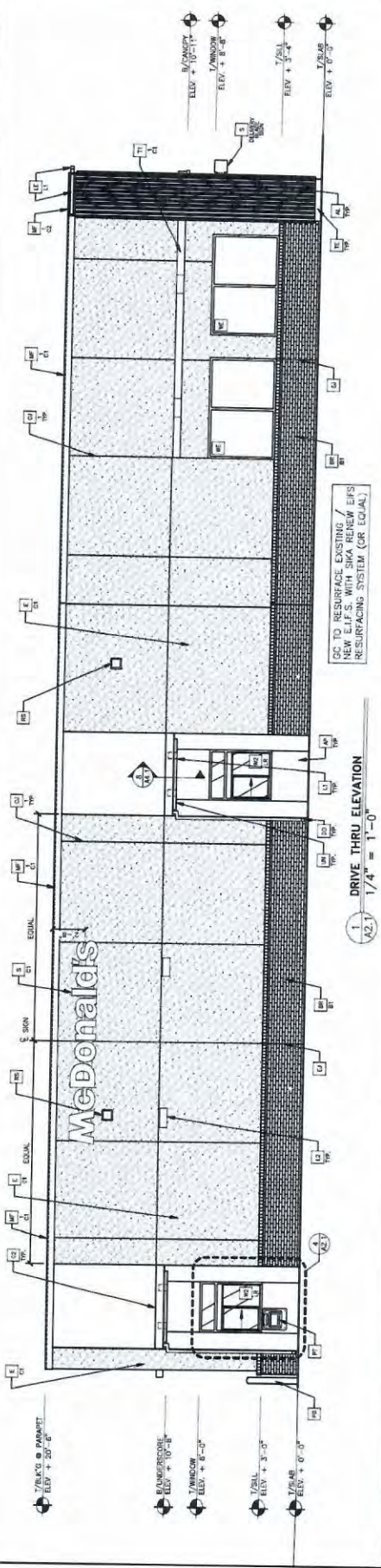
William Marshall

Will Marshall, EIT | Project Engineer

INTEGRITY
ENGINEERING & DEVELOPMENT SERVICES, INC.

3615 Braselton Highway, Suite 201, Dacula, GA 30019
678-591-1353 | will@integrityeng.net | <http://integrityeng.net>

[illegible]

[illegible]

City Council:

Caleb Phillips, Post 1
William Illg, Post 2
Sandy Sawyer, Post 3
Mark French, Post 4



John Walden
Mayor

Robert Bolz
City Manager

Jacob Evans
Assistant City Manager

Beverly Banister
City Clerk

Planning Commission:

Dr. Saba Haeringer, at Large
Madison Eiberger, Post 1
Josh Nichols, Post 2
Randy Davis – Chairperson, Post 3
Ashley Stephenson, Post 4

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

Stacy Harris
Zoning Admin Assistant

PUBLIC HEARING NOTICE

The following public hearings will be conducted by the City of Dawsonville Planning Commission at 5:30 p.m. and/or the City Council beginning at 5:00 p.m. respectively, on the dates indicated below. Public hearings are conducted in the Council Chambers on the second floor at City Hall located at 415 Highway 53 East, Dawsonville, Georgia 30534. The public is invited to participate.

.....

VAR-C2500168: Integrity Engineering and Development Services, Inc. with Dawsonville Fee Owner, LLC has requested to vary from the general sign regulations at 25 Main Street (Tax Map Parcel D04 020 004) to allow wall signage on all four (4) façades of the building. Public Hearing Date: City Council on Monday, July 21, 2025. City Council for a decision on Monday, August 4, 2025.

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

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

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AND LOAN ASSOCIATION,
DATED 8-14-1992. PREPARED
BY J. A. PAGE, JR., RLS NO.
1804. SAID PLAT IS
RECORDED IN PLAT BOOK
30, PAGE 139 AND
SUBDIVISION PLAT IS
RECORDED IN PLAT BOOK 17,
PAGE 7, DAWSON COUNTY,
GEORGIA RECORDS, WHICH
SAID PLAT IS
INCORPORATED HEREIN BY
THIS REFERENCE AND MADE
A PART OF THIS
DESCRIPTION.

Said property being known
as: **105 RIVER VALLEY RD,
DAWSONVILLE, GA 30534**

To the best of the
undersigned's knowledge,
the party or parties in
possession of said property
is/are BRANDON WILEY
SAMPLES or tenant(s).

The debt secured by said
Security Deed has been and
is hereby declared due and
payable because of, among
other possible events of
default, failure to pay the
indebtedness as provided for
in the Note and said Security
Deed. The debt remaining in
default, this sale will be
made for the purpose of
paying the same and all
expenses of sale, including
attorney's fees (notice of
intent to collect attorney's
fees having been given).

Said property will be sold
subject to the following: (1)
any outstanding ad valorem
taxes (including taxes which
are a lien, whether or not yet
due and payable); (2) the
right of redemption of any
taxing authority; (3) any
matters which might be
disclosed by an accurate
survey and inspection of the
property; and (4) any
assessments, liens,
encumbrances, zoning
ordinances, restrictions,
covenants, and matters of
record superior to the
Security Deed first set out
above.

Said sale will be conducted
subject to the following: (1)
confirmation that the sale is

IN LAND LOT 474 OF THE
NORTH HALF OF THE 13TH
DISTRICT, 1ST SECTION,
DAWSON COUNTY,
GEORGIA, CONTAINING 4
ACRES, SHOWN ON A PLAT
PREPARED FOR MICHAEL N.
AND KATHRYN E. JONES BY
JOHN CRAIG CRANSTON,
GRLS, DATED JUNE 1, 1980, A
COPY OF WHICH IS
RECORDED IN PLAT BOOK 9,
PAGE 58, DAWSON COUNTY
DEED RECORDS AND
INCORPORATED HEREIN BY
REFERENCE, AND TO WHICH
THIS REFERENCE IS MADE
FOR A MORE PARTICULAR
DESCRIPTION OF THE
PROPERTY.

Said property is known as
**1220 New Bethel Church
Road, Dawsonville, GA
30534**, together with all
fixtures and personal
property attached to and
constituting a part of said
property, if any.

This conveyance is made
subject to that certain
Security Deed in favor of
Bank of America, N.A.,
recorded in Deed Book 618,
page 305, Dawson County
Records.

Said property will be sold
subject to any outstanding
ad valorem taxes (including
taxes which are a lien,
whether or not now due and
payable), the right of
redemption of any taxing
authority, any matters which
might be disclosed by an
accurate survey and
inspection of the property,
any assessments, liens,
encumbrances, zoning
ordinances, restrictions,
covenants, and matters of
record superior to the
Security Deed first set out
above.

The proceeds of said sale will
be applied to the payment of
said indebtedness and all
expenses of said sale as
provided in said Deed, and
the balance, if any, will be
distributed as provided by
law.

The sale will be conducted
subject (1) to confirmation

Public Hearings

Notice of Public Hearing

The City of Dawsonville
Planning Commission and
the City of Dawsonville
Mayor and City Council will
each conduct a public
hearing at the respective
dates and times provided
below, regarding a certain
matter itemized herein.
Public hearings will be
conducted in the Council
Chambers on the second
floor of City Hall located at
415 Hwy. 53 East,
Dawsonville Georgia 30534.
The public is invited to
attend. **ZA-C2500171:** PR
Land Investments, LLC has
petitioned for an
amendment to the official
zoning map applicable to
the properties provided
below. The applicant
proposes the properties be
rezoned from R-1 and R-3:
Restricted Single-Family
Residential District and
Single-Family Residential
District to RPC: Residential
Planned Community, for the
development of 120 single-
family semi-detached
homes. **Tax Map Parcel 093
010 (592 HWY 9 S), Tax
Map Parcel 093 011 (93
Southwest Border Ave),
Tax Map Parcel D02 004,
and Tax Map Parcel D04
010 (416 HWY 9 S).** Public
Hearings Dates: Planning
Commission July 14, 2025, at
5:30 p.m. and Mayor and City
Council August 4, 2025, at
5:00 p.m. City Council for a
decision on August 18, 2025.
VAR-C2500168: Integrity
Engineering and
Development Services, Inc.
with Dawsonville Fee Owner,
LLC has requested to vary
from the general sign
regulations at **25 Main
Street (Tax Map Parcel D04
020 004)** to allow wall
signage on all four (4)
façades of the building.
Public Hearing Date: City
Council on Monday, July 21,
2025. City Council for a

decision on Monday, August
4, 2025. If you wish to speak
on the request, please
contact City Hall for a
CAMPAIGN DISCLOSURE
form. **This form is only
needed if you have made
campaign contributions in
the amount of \$250.00 or
more within 2 years prior
to this date.** Those persons
with disabilities who require
reasonable accommodations
in order to allow them to
observe and/or participate in
this meeting or who have
questions regarding the
accessibility of the meeting,
should contact the Clerk at
Dawsonville City Hall at
706-265-3256 at least two (2)
business days prior to the
meeting.

148864 6/25

Public Sales/Auctions

NOTICE OF PUBLIC SALE OF PERSONAL PROPERTY

Notice is hereby given that
USA Storage Centers - Grant
Rd, phone (706) 216-0057,
located at 42 Grant Rd. Ste
200, Dawsonville, GA, 30534
will hold a Public Sale, to
satisfy the lien of the owner.
This notice is given in
accordance with the
provisions of Georgia Self
Storage Facility Act, Georgia
Code 10-4-210 to 10-4-215.
Units will be sold via online
auction, at
www.StorageTreasures.com.
Auction will close on or after
Thursday July 10, 2025 at
10:00 am. The personal
goods stored therein by the
following may include, but
are not limited to household
goods, furniture, tools,
equipment, toys, boxes,
clothes and misc items.
Owner reserves the right to
bid and the right to refuse
bids. Cleanup deposit is
required. Sale is subject to
cancellation. The contents of
the rental storage units
belonging to the following
persons will be sold:
C02 - Anthony and Shamia
Jones 661-350-8354

A08 - Amber Gilbert

D33 - Lisa Estes

D17 - Lisa Estes

148542 6/25, 7/2

To be auctioned on June



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 11

SUBJECT: **VAR-C2500187**

CITY COUNCIL MEETING DATE: 07/21/2025

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST: **DECISION**

VAR-C2500187: Steve Eiberger with Hardeman Communities Inc. has requested to vary from the standards of an approved Planned Unit Development (PUD) at 224 Timber Ridge (parcel 083 026 190) for the construction of one single-family residence. Specifically, they seek **(A)** to reduce the front yard setback from 20 feet to 16 feet and **(B)** to reduce the rear yard setback from 20 feet to 16 feet. Public Hearing Date: City Council on Monday, June 16, 2025. City Council for a decision on Monday, July 21, 2025.

HISTORY/ FACTS / ISSUES:

- **CITY COUNCIL APPROVED CREEKSTONE SUBDIVISION PHASE II 2018**
- **87 SINGLE-FAMILY RESIDENCES**
- **PLANNED UNIT DEVELOPMENT (PUD)**
- **SETBACKS PER RECORDED APPROVED FINAL PLAT:**
 - **20 FT FRONT**
 - **20 FT REAR**
 - **5 FT SIDE**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: CPL, Planning & Zoning Department



CITY OF DAWSONVILLE

Planning Staff Report

Variance Request

APPLICANTSteve Eiberger, Hardeman Communities Inc.

CASE NUMBERVAR C25-00187

REQUESTVary the standards of an approved Planned Unit Development (PUD) to **(A)** reduce the front yard setback from 20 feet to 16 feet and **(B)** reduce the rear yard setback from 20 feet to 16 feet.

CURRENT ZONING DESIGNATIONPUD: Planned Unit Development

SITE AREA.....+/- 0.17 acres

LOCATION224 Timber Ridge

TAX MAP PARCEL083 026 190

CITY COUNCIL PUBLIC HEARING DATE.....Monday, June 16, 2025

CITY COUNCIL DECISION MEETING DATEMonday, July 21, 2025

APPLICANT PROPOSAL

The applicant has requested to vary from the standards of an approved PUD: Planned Unit Development for the construction of one single-family residence on an undeveloped parcel. Specifically, the applicant proposes to **(A)** reduce the minimum front-yard building setback from 20 feet to 16 feet and **(B)** reduce the minimum rear-yard building setback from 20 feet to 16 feet.

SURROUNDING PROPERTIES

<i>Direction from the Site</i>	<i>Existing Zoning</i>	<i>Existing Land Use</i>
North	PUD	Vacant
South	PUD	Vacant
East	PUD	Single-family Residential
West	PUD	Single-family Residential

SUMMARY

The subject 0.17-acre parcel is currently vacant and located in a developing residential subdivision. The final plat

for the subject development, Creekstone Subdivision Phase II, was recorded on August 30, 2022. The City Council approved the Creekstone assemblage for rezoning to PUD: Planned Unit Development in 2018. Phase II is approved for the construction of 87 single-family residences on 44.22 acres, resulting in an overall density of 1.97 dwelling units per acre. As part of this approved PUD, minimum building setbacks were established for each lot; 20 feet for the front and rear yards and 5 feet for the side yards. The subject parcel, identified as lot 65, fronts the cul-de-sac of Timber Ridge.

In the submittal, the applicant indicates that “the shape, size and topography of the lot” necessitate this request ((A) and (B)) for reduced building setbacks at the front and rear yards respectively. If both parts of the request are granted, the applicant intends to construct a single-family residence with an attached two-car garage. Staff estimate the building footprint to be approximately 1,340 square feet upon completion (excluding porches and decks). It is unclear based on the application whether the residence will have a second story, a basement level, or neither.

The subject site abuts 210 Timber Ridge, also known as lot 64 of the Creekstone subdivision, which was the subject of a prior variance request. At their May 5, 2025, regular meeting, a request to vary the minimum front-yard setback of that site was denied by the Dawsonville City Council.

COMPREHENSIVE PLAN

Pursuant to the 2023 Dawsonville Comprehensive Plan, the subject parcel is within the Mixed Use Character Area.

“The Mixed Use area is reserved for mixed use developments that will foster and support neighborhood and sub-regional scale commercial and public activity centers. Development at the major intersection and leading southward towards Central Dawsonville should exhibit a village form and scale that includes a mix of uses within the same block and/or building, small block sizes with marginal frontage parking and prominent pedestrian amenities that provide access throughout the area. Ancillary development outside the public and commercial aspects of the village center should provide some housing in a traditional neighborhood or middle-to-high density scale to support the village and minimize local automotive traffic. Additional housing can be provided on a more suburban scale or as part of a specialized development, but pedestrian connectivity is encouraged throughout these areas and roadways must minimize the use of cul-de-sacs and dead-end routes. Further, such developments are encouraged to pursue conservation design applications for environmental protection and to ease the transition between village densities and rural Dawson County.”

Permissible land use types are Commercial, Mixed-use, and Multi-family.

Note: Creekstone Subdivision was officially platted for the construction of 87 detached single-family residences in 2022.

ANALYSIS

Sec. 907 – Variances, conditional uses and map amendments.

Subsection I. Purpose. The purpose of a variance is to provide relief when a strict application of the district requirements would impose unusual practical difficulties or unnecessary physical hardships on the applicant. Practical difficulties and unnecessary hardships may result from the size, shape, or dimensions of a site or the location of existing structures thereon; from geographic, topographic, or other conditions on the site or in the

immediate vicinity. No variance shall be granted to allow the use of property for a purpose not authorized within the district in which the proposed use would be located. A variance should be granted only after evidence is presented and accepted that enforcement of all of the required standards on the property in question would render the property useless. This article establishes conditions; criteria for granting variances; public hearings on proposed variances; variances to road requirements; variance procedures; compliance with conditions of approval; vested interest in approved variances; investigations and reports; revocation; limitations on re-applications; and use variance. A variance may be granted, upon specific findings that all of the following conditions exist. The absence of any one of the conditions shall be grounds for denial of the application for variance.

(Language in bold is from the City of Dawsonville Zoning Ordinance. Bulleted information that is not bolded are factors known to staff that may apply to the Ordinance criteria.)

- 1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other land or structures in the same district; and,**
 - The subject site is similar in size and topography to neighboring parcels; however, it has a different shape due to its location fronting a cul-de-sac.
 - i. Most other lots in the subject development are rectangular, but the subject lot is trapezoidal, limiting the buildable area available.
 - ii. The lot shape is not exceptional; it's common for residential lots that front cul-de-sacs.
- 2. A literal interpretation of the provisions of these zoning regulations would create an unnecessary hardship and would deprive the applicant of rights commonly enjoyed by other property owners within the district in which the property is located; and,**
 - Staff *do not* anticipate that a literal interpretation of the standards of the approved PUD: Planned Unit Development, and the minimum building setbacks adopted therein, would create unnecessary hardship for the applicant.
 - i. The applicant could construct a single-family house, in accordance with the adopted minimum building setbacks, by only utilizing the existing buildable area (space not in a building setback). There is additional buildable area located to the north and south of the proposed building footprint.
- 3. Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located; and,**
 - If City Council finds that exceptional conditions exist upon the subject lot, granting the requested variance would not confer any special privileges.
- 4. Relief, if granted, will be in harmony with the purpose and intent of these regulations and will not be injurious to the neighborhood or general welfare in such a manner as will interfere with or discourage the appropriate development and use of adjacent land and buildings or unreasonably affect their value; and,**

- If the requested variance from the approved PUD: Planned Unit Development is approved, thereby **(A)** reducing the minimum front building setback from 20 feet to 16 feet and **(B)** reducing the minimum rear building setback from 20 feet to 16 feet, staff do not anticipate any negative effects upon adjacent land or buildings.

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

- The circumstances which substantiate this variance request are the direct result of the applicant.
 - i. Hardeman Communities platted the subject lot, which was approved for recordation in 2022 as part of Creekstone Subdivision Phase II. The subject site remains the same shape and size it was when it was platted.

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

- The variance requested is the minimum variance that will make possible the legal use of the land.

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

- If the subject variance is granted, all land uses will conform to the standards of the approved PUD: Planned Unit Development.

Subsection II.C Basis for approval. No variance may be granted under this paragraph for an application for a variance that has been heard by the planning commission within one year or if the application is for the expansion of a non-conforming use or structure. The following criteria shall be considered by the planning commission (or City Council) before granting a variance under this paragraph:

(Language in bold is from the City of Dawsonville Zoning Ordinance. Bulleted information that is not bolded are factors known to staff that may apply to the Ordinance criteria.)

1. The variance neither interferes with the rights of others as provided in this chapter nor is injurious to the public health, safety, general welfare;

- Staff do not anticipate that granting the subject variance would be detrimental to the rights, health, or welfare of others or the general public.

2. A strict interpretation and enforcement of the standards or requirement would result in practical difficulty or unnecessary hardship;

- A strict enforcement of the minimum 20-foot front yard and 20-foot rear yard building setbacks, adopted as part of the approved PUD: Planned Unit Development, would be unlikely to result in unnecessary hardship.

3. Exceptional or extraordinary circumstances applicable to the subject property exist that do not generally apply to other properties in the same district;

- There are no exceptional or extraordinary circumstances applicable to the subject site in the context of the greater development.

4. The variance provides for reasonable use under the specified circumstances of each application;

- If the variance request is granted, the applicant intends to construct a single-family residence with a front yard setback of 16 feet and a rear yard setback of 16 feet.

5. The variance achieves the general intent of this ordinance;

- The development that would occur from granting the variance would achieve the general intent of the ordinance.
- However, the resulting single-family residence would be located closer to both the internal road and the rear property boundary than most other residences in the development. The intent of the subject PUD: Planned Unit Development is to provide 20-foot minimum building setbacks at the front and the rear.

6. The variance is the minimum possible variance under the specific circumstances; and

- Pursuant to the house location exhibit submitted to supplement this variance request, the requested variance is the minimum possible in this circumstance.

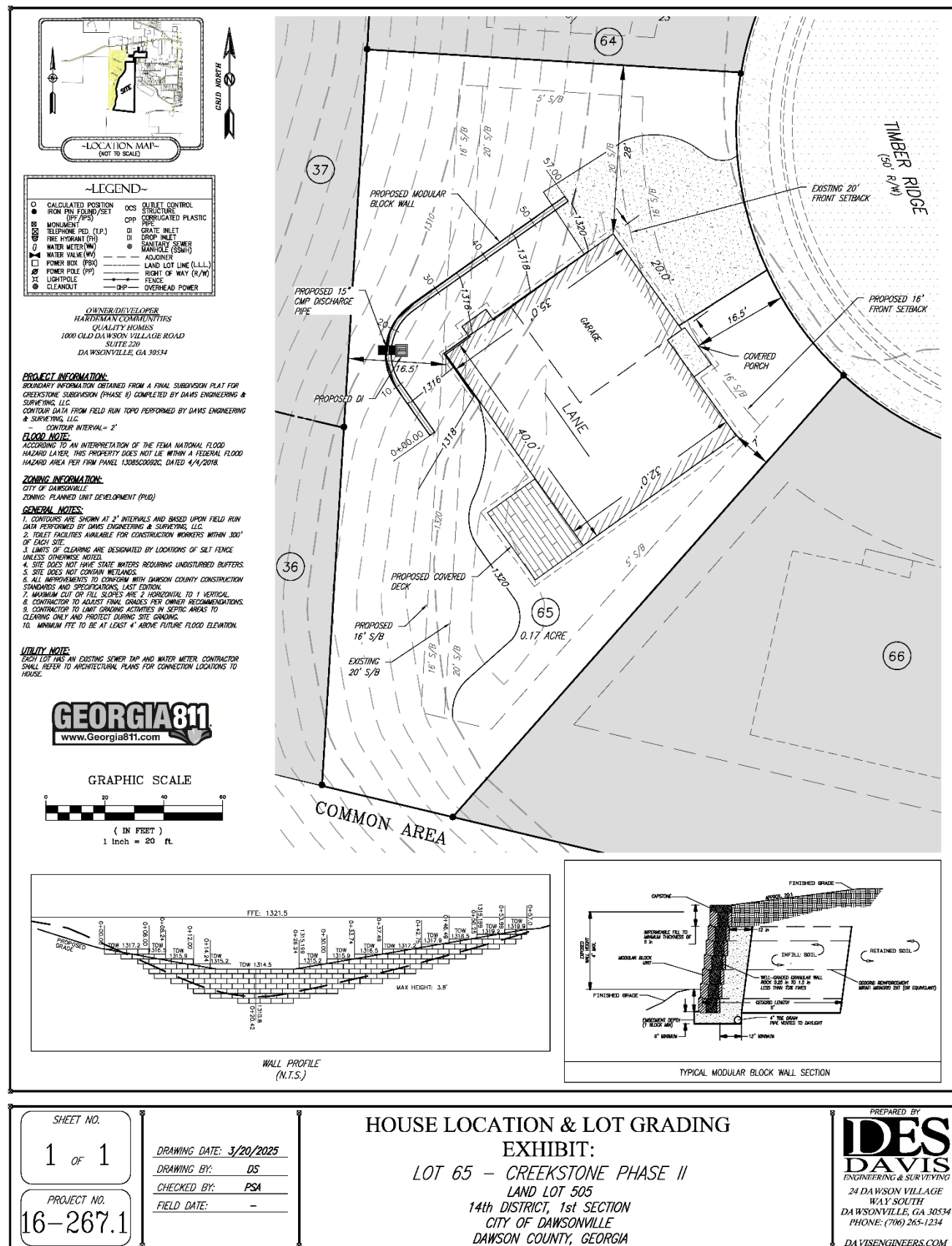
7. The variance does not exceed the scope of the authority set forth in subsection (A) hereof.

- The requested variance from the minimum front and rear building setbacks, adopted as part of the approved PUD: Planned Unit Development, represents a 20% decrease. Therefore, the request does not exceed the scope of authority as established in Sec. 907.II.A.

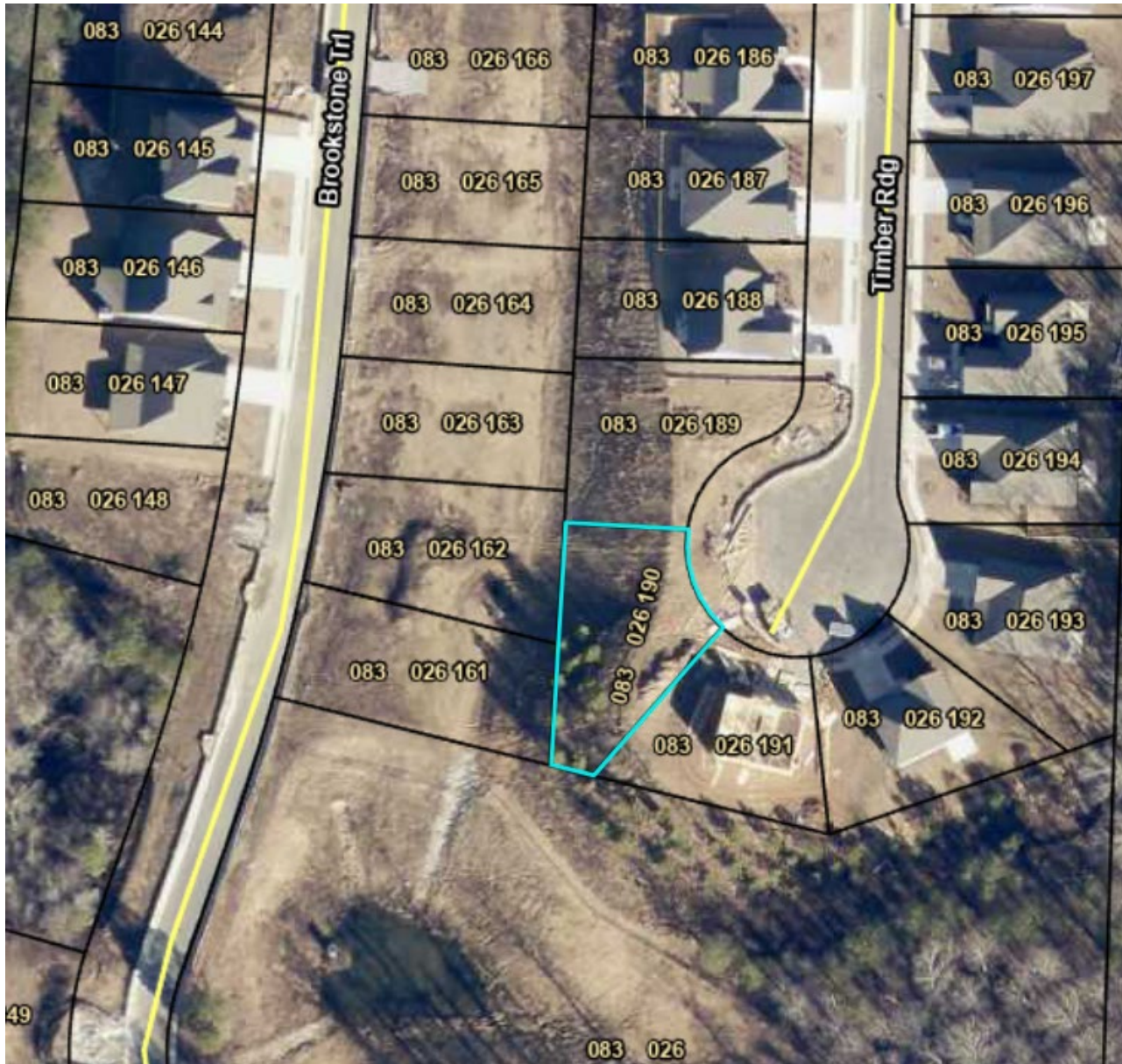
STAFF RECOMMENDATION

Staff recommends **denial** of the request to vary the standards of an approved Planned Unit Development (PUD) to **(A)** reduce the front yard setback from 20 feet to 16 feet and **(B)** reduce the rear yard setback from 20 feet to 16 feet. Pursuant to the hardship criteria of Sec. 907.I, conditions 1, 2, and 5 are not satisfied; these are grounds for denial of the variance request.

HOUSE LOCATION EXHIBIT



AERIAL IMAGERY



Note: the boundaries of the subject site (parcel 083 026 190) are approximated in blue on the map above.

HARDEMAN COMMUNITIES

April 16, 2025

City of Dawsonville
Planning and Zoning Division

Subject: Special Exception Variance Letter of Intent
Lot 65 – 224 Timber Ridge
Dawsonville, Ga 30534
Parcel #: 083 026 190

To Whom It May Concern;

This letter of intent is to serve as an official request for a special exemption of variance for Lot 65 located at 224 Timber Ridge, Dawsonville, Ga 30534. Hardeman Communities, Inc. (Owner) is requesting this variance due to the shape, size and topography of the lot. It will require the rear setback to be 16.5 feet instead of the required 20 feet and the front setback would be 16.5 feet rather than 20 feet.

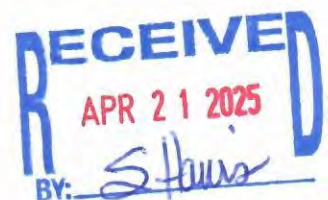
If I can provide additional assistance in this matter, please feel free to contact me at 770-616-7649.

Sincerely,



Steve Eiberger
Hardeman Communities, Inc.

*1000 Old Dawson Village Road - Suite 220
Dawsonville, Ga 30534*





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

Variance Application

VAR- C2500108

Application for: ☐ Appeal ☒ Special Exception ☐ Adjustment

Variance Requested: _____ (Letter of Intent must fully describe this request)

Applicant Name: Steve Eiberger Company: Hardeman Communities Inc

Address: 1000 Old Dawson Village Rd. City: Dawsonville Zip: 30534

Cell Phone: [REDACTED] Email: [REDACTED]

Owner Name(s): Same as above

Address: _____ City: _____ Zip: _____

Cell Phone: _____ Email: _____

Exact Location and Description of Subject Property:

Address: 224 Timber Ridge Lot # 65

Present/Proposed Zoning: PUD Parcel # 083026190

District: 14th Land Lot: 505 Tax Map # _____

Present and/or Proposed Use of Property: Residential home construction

Required Items:

- A completed signed application.
- A detailed Letter of Intent of your request along with any supporting maps, survey's and/or documents requested by the Planning Director.
- The Letter of Intent shall address the criteria specified in Article IX. Sec. 907. Variances, conditional uses and map amendments (see page 2 & 3).
- Sign Variance authorized by City Council only per Chapter 105 Sec 105-8.

FEE SCHEDULE

Variance Per Ordinance Amendment	\$300.00
Administrative fee	\$100.00
Appeals and Change of Zoning Conditions	\$500.00
Public Notice Certified Mail	**per adjacent property owner

**price is determined by SRS

[Signature]
Signature of Applicant

4/16/25
Date

Office Use Only	
Date Completed Application Rec'd:	Amount Paid: \$ <u>400</u> CK <u>50269</u> Cash CK
Date of Planning Commission Meeting:	Dates Advertised:
Approved by Planning Commission: YES NO	Approved by City Council: YES NO
	Postponed: YES NO Date:

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

Does This Proposal Qualify For A Variance?

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

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

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

Answer:

Yes - Due to the shape size and topography of the lot, it
will require the rear setback to be 16.9 feet instead of the
required 20 feet and the front setback will be 16.5 feet
rather than 20 feet. _____ and,

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

Answer:

No _____

_____ and,

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

Answer:

No _____

_____ and,

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

Answer:

Yes

_____ and,

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

Answer:

No

_____ and,

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

Answer:

Yes

_____ and,

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

Answer:

Yes

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

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

VAR# C2500108 TMP# 083026190 Applicant's Name: Hardeman Communities Inc.

Property Owner Authorization

I / We Hardeman Communities Inc hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) Lot 65 Creekstone #083 026 190
224 Timber Ridge as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by this request.

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

Printed Name of Owner Hardeman Communities Inc Steve Eiberger
Signature of Owner [Signature] Date 4-16-25
Mailing Address 1000 Old Dawson Village Rd. Ste. 220
City Dawsonville State Ga Zip 30534
Telephone Number 770-666-7649

Sworn to and subscribed before me.

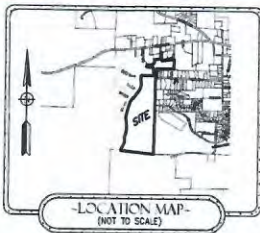
this 17 day of April 2025.

[Signature]
Notary Public, State of Georgia

My Commission Expires: July 11, 2025



(The complete names of all owners must be listed, if the owner is a partnership, the names of all partners must be listed, if a joint venture, the names of all members must be listed. If a separate sheet is needed to list all names, please have the additional sheet/sheets notarized also.)



LOCATION MAP
(NOT TO SCALE)

LEGEND

○	CALCULATED POSITION	○	OUTLET CONTROL STRUCTURE
●	IRON PIN FOUND/SET (UP/PS)	○	CONCRETE PLASTIC PIPE
○	MONUMENT	○	GRATE INLET
○	TELEPHONE PED. (T.P.)	○	DROP INLET
○	FIRE HYDRANT (FH)	○	SANITARY SEWER MANHOLE (SSMH)
○	WATER METER (WM)	○	ADJOINER
○	WATER VALVE (WV)	○	LAND LOT LINE (L.L.L.)
○	POWER BOX (PBX)	○	RIGHT OF WAY (R/W)
○	POWER POLE (PP)	○	FENCE
○	LIGHTPOLE	○	OHP
○	CLEANOUT	○	OVERHEAD POWER

OWNER/DEVELOPER
HARDEN COMMUNITIES
QUALITY HOMES
1000 OLD DAWSON VILLAGE ROAD
SUITE 230
DAWSONVILLE, GA 30534

PROJECT INFORMATION:

BOUNDARY INFORMATION OBTAINED FROM A FINAL SUBDIVISION PLAT FOR CREEKSTONE SUBDIVISION (PHASE II) COMPLETED BY DAVIS ENGINEERING & SURVEYING, LLC.
CONTOUR DATA FROM FIELD RUN TOPO PERFORMED BY DAVIS ENGINEERING & SURVEYING, LLC.
CONTOUR INTERVAL = 2'

FLOOD NOTE:

ACCORDING TO AN INTERPRETATION OF THE FEMA NATIONAL FLOOD HAZARD LAYER, THIS PROPERTY DOES NOT LIE WITHIN A FEDERAL FLOOD HAZARD AREA PER FIRM PANEL 13085C0090G, DATED 4/4/2018.

ZONING INFORMATION:

CITY OF DAWSONVILLE
ZONING: PLANNED UNIT DEVELOPMENT (PUD)

GENERAL NOTES:

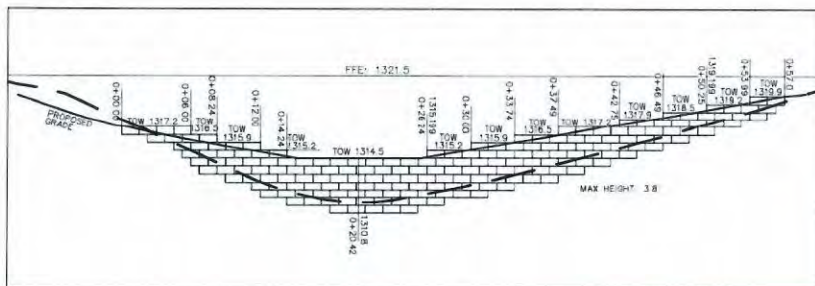
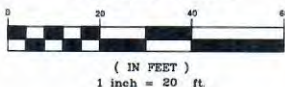
1. CONTOURS ARE SHOWN AT 2' INTERVALS AND BASED UPON FIELD RUN DATA PERFORMED BY DAVIS ENGINEERING & SURVEYING, LLC.
2. TOILET FACILITIES AVAILABLE FOR CONSTRUCTION WORKERS WITHIN 300' OF EACH SITE.
3. LIMITS OF CLEARING ARE DESIGNATED BY LOCATIONS OF SILT FENCE UNLESS OTHERWISE NOTED.
4. SITE DOES NOT HAVE STATE WATERS REQUIRING UNDISTURBED BUFFERS.
5. SITE DOES NOT CONTAIN WETLANDS.
6. ALL IMPROVEMENTS TO CONFORM WITH DAWSON COUNTY CONSTRUCTION STANDARDS AND SPECIFICATIONS, LAST EDITION.
7. MAXIMUM CUT OR FILL SLOPES ARE 2 HORIZONTAL TO 1 VERTICAL.
8. CONTRACTOR TO ADJUST FINAL GRADES PER OWNER RECOMMENDATIONS.
9. CONTRACTOR TO LIMIT GRADING ACTIVITIES IN SEPTIC AREAS TO CLEARING ONLY AND PROTECT DURING SITE GRADING.
10. MINIMUM FFE TO BE AT LEAST 4' ABOVE FUTURE FLOOD ELEVATION.

UTILITY NOTE:

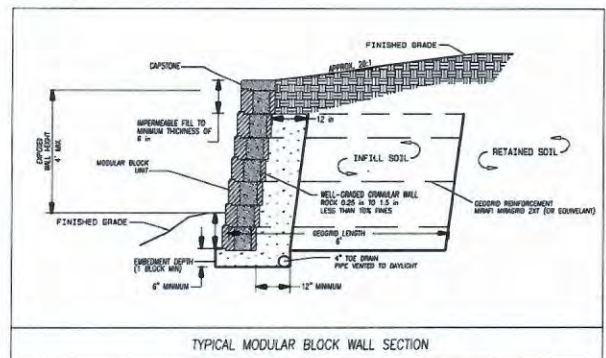
EACH LOT HAS AN EXISTING SEWER TAP AND WATER METER. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR CONNECTION LOCATIONS TO HOUSE.

GEORGIA811
www.Georgia811.com

GRAPHIC SCALE



WALL PROFILE
(N.T.S.)



TYPICAL MODULAR BLOCK WALL SECTION

SHEET NO.

1 of 1

PROJECT NO.

16-267.1

DRAWING DATE: 3/20/2025

DRAWING BY: DS

CHECKED BY: PSA

FIELD DATE: -

HOUSE LOCATION & LOT GRADING

EXHIBIT:

LOT 65 - CREEKSTONE PHASE II

LAND LOT 505

14th DISTRICT, 1st SECTION

CITY OF DAWSONVILLE

DAWSON COUNTY, GEORGIA

RECEIVED
APR 24 2025
BY: [Signature]

PREPARED BY

DES DAVIS
ENGINEERING & SURVEYING

24 DAWSON VILLAGE

WAY SOUTH

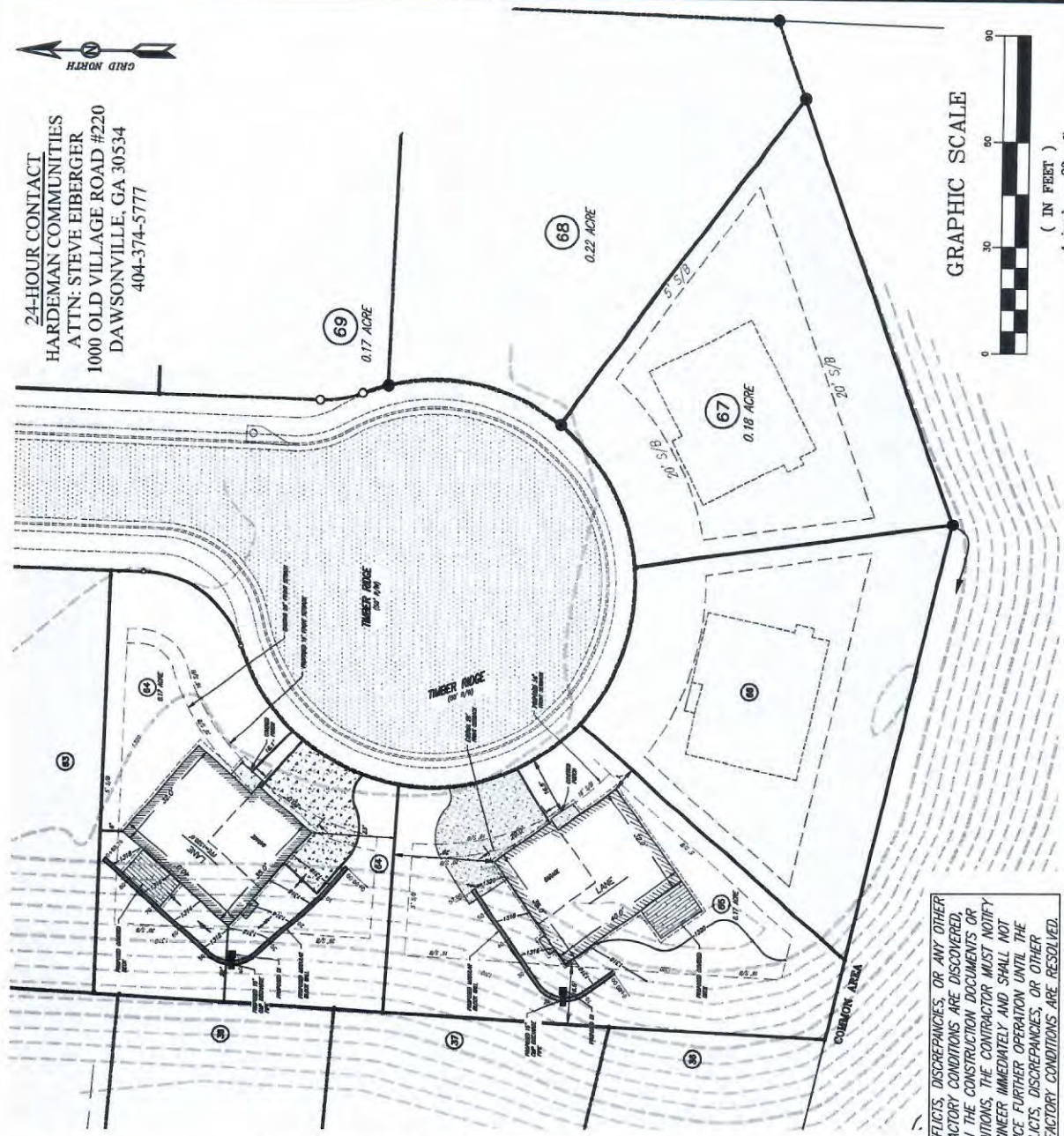
DAWSONVILLE, GA 30534

PHONE: (706) 265-1234

DAVISENGINEERS.COM



24-HOUR CONTACT
HARDEMAN COMMUNITIES
ATTN: STEVE EIBERGER
1000 OLD VILLAGE ROAD #220
DAWSONVILLE, GA 30534
404-374-5777



GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.



IF ANY CONFLICTS, DISCREPANCIES, OR ANY OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED EITHER ON THE CONSTRUCTION DOCUMENTS OR FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY AND SHALL NOT COMMENCE FURTHER OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

PROJECT INFORMATION:
BOUNDARY INFORMATION OBTAINED FROM A FINAL SUBDIVISION PLAT FOR CREEKSTONE SUBDIVISION (PHASE II) COMPLETED BY DAVIS ENGINEERING & SURVEYING, LLC.
CONTOUR DATA FROM FIELD RUN TOPO PERFORMED BY DAVIS ENGINEERING & SURVEYING, LLC.
CONTOUR INTERVAL = 2'
FLOOD NOTE:
ACCORDING TO AN INTERPRETATION OF THE FEMA NATIONAL FLOOD HAZARD LAYER, THIS PROPERTY DOES NOT LIE WITHIN A FEDERAL FLOOD HAZARD AREA PER FIRM PANEL 130850002C, DATED 4/4/2018.

ZONING INFORMATION:
CITY OF DAWSONVILLE
ZONING: PLANNED UNIT DEVELOPMENT (PUD)
GENERAL NOTES:
1. CONTOURS ARE SHOWN AT 2' INTERVALS AND BASED UPON FIELD RUN DATA PERFORMED BY DAVIS ENGINEERING & SURVEYING, LLC.
2. TOILET FACILITIES AVAILABLE FOR CONSTRUCTION WORKERS WITHIN 300' OF EACH SITE.
3. LIMITS OF CLEARING ARE DESIGNATED BY LOCATIONS OF SALT FENCE UNLESS OTHERWISE NOTED.
4. SITE DOES NOT HAVE STATE WATERS REQUIRING UNDISTURBED BUFFERS.
5. SITE DOES NOT CONTAIN WETLANDS.
6. ALL IMPROVEMENTS TO CONFORM WITH ELTON COUNTY CONSTRUCTION STANDARDS AND SPECIFICATIONS, LAST EDITION.
7. MAXIMUM CUT OR FILL SLOPES ARE 2:1 HORIZONTAL TO 1 VERTICAL.
8. CONTRACTOR TO ADJUST FINAL GRADES PER OWNER RECOMMENDATIONS.
9. CONTRACTOR TO LIMIT GRADING ACTIVITIES IN SEPTIC AREAS TO CLEARING ONLY AND PROTECT DURING SITE GRADING.
10. MINIMUM F.F.E. TO BE AT LEAST 4' ABOVE FUTURE FLOOD ELEVATION.

UTILITY NOTE:
EXISTING LOT HAS AN EXISTING SEWER TAP AND WATER METER. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR CONNECTION LOCATIONS TO UTILITY.

RECEIVED
APR 24 2025
BY: *[Signature]*

GEORGIA811
www.Georgia811.com

City Council:

Caleb Phillips, Post 1
William Illg, Post 2
Sandy Sawyer, Post 3
Mark French, Post 4



John Walden
Mayor

Robert Bolz
City Manager

Jacob Evans
Assistant City Manager

Beverly Banister
City Clerk

Planning Commission:

Dr. Saba Haeringer, at Large
Madison Eiberger, Post 1
Josh Nichols, Post 2
Randy Davis, Chairperson Post 3
Ashley Stephenson, Post 4

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

Stacy Harris
Zoning Admin Assistant

PUBLIC HEARING NOTICE

The following public hearing will be conducted by the City Council beginning at 5:00 p.m. respectively, on the dates indicated below. Public hearing is conducted in the Council Chambers on the second floor at City Hall located at 415 Highway 53 East, Dawsonville, Georgia 30534. The public are invited to participate.

.....

May 14, 2025

VAR-C2500187: Steve Eiberger with Hardeman Communities Inc. has requested to vary from the standards of an approved Planned Unit Development (PUD) at 224 Timber Ridge (parcel 083 026 190) for the construction of one single-family residence. Specifically, they seek **(A)** to reduce the front yard setback from 20 feet to 16 feet and **(B)** to reduce the rear yard setback from 20 feet to 16 feet. Public Hearing Date: City Council on Monday, June 16, 2025. City Council for a decision on Monday, July 21, 2025.

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

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

as provided by law. of the undersigned's, the person(s) in of the property is/are tanus. ty, being commonly 74 Goodson Road, le, GA, 30534 in Dawson l be sold as the property . Manus, subject to ding ad valorem taxes :axes which are a lien : due and payable), s affecting title to the hich would be disclosed : survey and inspection d all assessments, nbranches, restrictions, and matters of record to / Deed.

O.C.G.A. § 44-14-162.2, ddress and telephone the individual or entity ave the full authority e, amend or modify the above described s as follows: Nationstar LC d/b/a Mr. Cooper, ss Waters Blvd, Coppell, 888-480-2432. The otwithstanding, nothing i 44-14-162.2 shall secured creditor to mend or modify the : mortgage instrument. l be conducted subject mation that the sale ilted under U.S. code and (2) to final n and audit of the status with the holder of the ed.

w
The Bank of New York
The Bank of New York,
in interest to JPMorgan
as Trustee for Centex
y Loan Trust 2004-D as
Fact for Patricia Y. Manus
Parkway, Suite 1000
30339
i) 373-4242

er, ESQ

ACTING AS A
CTOR ATTEMPTING
A DEBT. ANY
N OBTAINED WILL BE
-AT PURPOSE.
25
30 05/07, 14, 21, 28

loane and Brandi T.

ALE UNDER POWER
ORGIA DAWSON
IEREAS, Richard R.
brandi T. Sloane, as
with survivorship, as
executed a SECURITY
tgage Electronic
Systems, Inc., solely as
ominee for Top Flite
., Lender which was
022, and recorded on
Instrument No.: Deed
Page 0190, securing the
Note in the amount
30 in Dawson County,
ster of Deeds. NOW,
notice is hereby given
e indebtedness has
d due and payable
n said Security Deed
r, and by virtue of the
and authority vested
/3/2025 sell at public
highest bidder for
the legal hours of sale
or of the courthouse
ty, Georgia, 25 Justice
ville, Georgia 30534 of
following described
ated in Dawson
gia, to wit: ALL THAT
RCEL OF LAND LYING
LAND LOT 158 OF THE

UNITED COMMUNITY BANK, ITS
SUCCESSORS AND ASSIGNS in
the original principal amount
of \$471,617.00 dated April 11,
2024, and recorded in Deed Book
1686, Page 515, Dawson County
records, said Security Deed being
last transferred to AMERIHOM
MORTGAGE COMPANY, LLC in Deed
Book 1738, Page 245, Dawson
County records, the undersigned
will sell at public outcry to the
highest bidder for cash, before the
Courthouse door in said County,
or at such other place as lawfully
designated, within the legal hours of
sale, on June 03, 2025, the property
in said Security Deed and described
as follows:

ALL THAT TRACT OR PARCEL OF
LAND LYING AND BEING IN LAND
LOT 135 OF THE 5TH DISTRICT,
2ND SECTION OF DAWSON
COUNTY, GEORGIA, BEING TRACT
B ON THAT CERTAIN SURVEY FOR
JOSS HOLDING COMPANY AS
PREPARED BY STEWART SOLOMON
& ASSOCIATES, AND BEARING THE
SEAL OF STEWART SOLOMON,
JR., GEORGIA REGISTERED LAND
SURVEYOR NO. 1814, AND
RECORDED AT PLAT BOOK 54,
PAGE 143, DAWSON COUNTY,
GEORGIA RECORDS, WHICH PLAT
IS INCORPORATED HEREIN BY
REFERENCE THERETO FOR A MORE
COMPLETE DESCRIPTION; BEING
15.126 ACRES, MORE OR LESS.
Said property being known as: 161
CREEKVIEW TRAIL, JASPER, GA
30143

To the best of the undersigned's
knowledge, the party or parties in
possession of said property is/are
SARAH E. CORNWELL or tenant(s).
The debt secured by said Security
Deed has been and is hereby
declared due and payable because
of, among other possible events
of default, failure to pay the
indebtedness as provided for in the
Note and said Security Deed. The
debt remaining in default, this sale
will be made for the purpose of
paying the same and all expenses
of sale, including attorney's fees
(notice of intent to collect attorney's
fees having been given).

Said property will be sold subject
to the following: (1) any outstanding
ad valorem taxes (including taxes
which are a lien, whether or not yet
due and payable); (2) the right of
redemption of any taxing authority;
(3) any matters which might be
disclosed by an accurate survey
and inspection of the property;
and (4) any assessments, liens,
encumbrances, zoning ordinances,
restrictions, covenants, and matters
of record superior to the Security
Deed first set out above.

Said sale will be conducted
subject to the following: (1)
confirmation that the sale is
not prohibited under the U.S.
Bankruptcy Code; and (2) final
confirmation and audit of the status
of the loan with the holder of the
Security Deed.

The name, address, and telephone
number of the individual or entity
who has full authority to negotiate,
amend, and modify all terms of the
mortgage is as follows:
Cenlar FSB
425 Phillips Boulevard
Ewing, NJ 08618
Phone: 609-883-3900

Note that pursuant to O.C.G.A. §
44-14-162.2, the above individual
or entity is not required by law to
negotiate, amend, or modify the
terms of the mortgage.

THIS LAW FIRM IS ACTING AS
A DEBT COLLECTOR ATTEMPTING
TO COLLECT A DEBT. ANY
INFORMATION OBTAINED MAY BE
USED FOR THAT PURPOSE.

SUPERIOR COURT OF DAWSON COUNTY

SATE OF GEORGIA

In re the Name Change of Child
Atticus Storm Thompson
Skylar Brooke Crow,
Petitioner,
v.

Seth Stephen Thompson,
Respondent,
Civil Action Case
No: 2025-CV-0237

NOTICE OF PETITION TO CHANGE NAME OF MINOR CHILD

Skylar Brooke Crow filed a petition
in the Superior Court of Dawson
County of April 24th, 2025, to
change the name(s) of the following
minor child

From: Atticus Storm Thompson
To: Atticus Storm Crow

Any interested party has the
right to appear in this case and
file objections within the time
prescribed in OCGA 19-12-1(f)(2)
and (3).

Dated: April 24 2025

/s/ Skylar Crow

147399 05/14, 21, 28 06/04

Public Hearings

Notice of Public Hearing

The following public hearing will be
heard by the City Council beginning
at 5:00 p.m. respectively on the date
indicated below. Public hearing are
heard in the Council Chambers on
the second floor at City Hall located
at 415 Hwy 53 East, Dawsonville,
Georgia 30534. The public is invited
to participate.

VAR-C2500187: Steve Eiberger
with Hardeman Communities Inc.
has requested to vary from the
standards of an approved Planned
Unit Development (PUD) at 224
Timber Ridge (parcel 083 026
190) for the construction of one
single-family residence. Specifically,
they seek (A) to reduce the front
yard setback from 20 feet to 16
feet and (B) to reduce the rear yard
setback from 20 feet to 16 feet.
Public Hearing Date: City Council on
Monday, June 16, 2025. City Council
for a decision on Monday, July 21,
2025.

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

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

147270 05/14

The Dawson County Planning

Commission will hear the

below application on Tuesday,

June 17, 2025, at 6:00 p.m. The

Public Hearing will be held in the
Dawson County Administration
Building, 25 Justice Way, Assembly
Room, Second Floor, Suite 2303,
Dawsonville, Georgia.

The Dawson County Board of
Commissioners will hear the below
application on Thursday, July
17, 2025, at the Voting Session
immediately following the 4:00 p.m.
Work Session. This Public Hearing
will be held in the Dawson County
Administration Building, 25 Justice
Way, Assembly Room, Second Floor,
Suite 2303, Dawsonville, Georgia.
ZA 24-14 Jim King, obo Coleman
Family Investments, LLC & Bagley
Land and Cattle Co. LLC, has
submitted an application to the

requirements of the Dawson County
Land Development Code, Article III
Chapter 121-67(3)c. The applicant
requests the following variances
to allow for an addition onto an
existing detached garage: 1. Front
setback variance of 15'; reducing the
setback from 35' to 20'; 2. Right-side
setback variance of 4'; reducing the
setback from 10' to 6'. The subject
property is currently zoned VCR
(Vacation Cottage Restricted) and
located at 33 Old Friendship Lane,
Dawsonville, GA 30534 (Parcel L16
012).

Applications are available for public
review on the County's website at
www.dawsoncountygga.gov. The
physical location for the application
listed below is provided for general
locational purposes only. A more
detailed depiction of the property
can be found using the GIS viewer,
also located on the County's
website.

If you wish to speak at either Public
Hearing, you must provide your
name and address. Any speaker who
has made a campaign contribution
of \$250.00 or more within two (2)
years before this meeting date is
required to complete a Campaign
Disclosure Form.

If you have any questions or
concerns regarding this application
or need special accommodations,
please contact Priscilla Coley,
Planning Manager at 706-344-3500,
ext. 42255.

147552 05/14

The Dawson County Planning

Commission will hear the

below application on Tuesday,

June 17, 2025, at 6:00 p.m. The

Public Hearing will be held in the
Dawson County Administration
Building, 25 Justice Way, Assembly
Room, Second Floor, Suite 2303,
Dawsonville, Georgia.

VA 25-07 William Stark, obo
Castleberry Owner LLC, has filed an
application with the appropriate
authorities seeking relief from the
requirements of the Dawson County
Land Development Code, Chapter
121-66. The applicant requests
the following variances to correct
existing encroachment: 1. Lot 20:
Left-side setback reduction of 3.8';
from 10' to 6.2'; 2. Lot 179: Front
setback reduction of 4'; from 10' to
6'. The subject properties are zoned
RMF (Residential Multi-Family) and
located at 276 Hensley Park Lane,
Dawsonville, GA 30534 (Lot 20) &
49 LaHood Lane, Dawsonville, GA
30534 (Lot 179).

Applications are available for public
review on the County's website at
www.dawsoncountygga.gov. The
physical location for the application
listed below is provided for general
locational purposes only. A more
detailed depiction of the property
can be found using the GIS viewer,
also located on the County's
website.

If you wish to speak at either Public
Hearing, you must provide your
name and address. Any speaker who
has made a campaign contribution
of \$250.00 or more within two (2)
years prior to this meeting date is
required to complete a Campaign
Disclosure Form.

If you have any questions or
concerns regarding this application
or need special accommodations,
please contact Priscilla Coley,
Planning Manager at 706-344-3500,
ext. 42255.

147554 05/14

The Dawson County Planning

Commission will hear the

below application on Tuesday,

June 17, 2025, at 6:00 p.m. The

Public Hearing will be held in the
Dawson County Administration

County Land Development Code,
Article IV Chapter 121-104(4)(d)
(2). The applicant requests the
following variances to construct
a small grocery store: 1. Left-side
setback reduction of 30' from 50'
to 20'. The applicant also seeks to
reduce the required 40' perimeter
buffer, per the final plat, to 10'.
The subject property is currently
zoned C-PCD (Commercial Planned
Comprehensive District) and located
at Mansie Park Drive, Dawsonville,
GA 30534 (Parcel 106 080A).
Applications are available for public
review on the County's website at
www.dawsoncountygga.gov. The
physical location for the application
listed below is provided for general
locational purposes only. A more
detailed depiction of the property
can be found using the GIS viewer,
also located on the County's
website.

If you wish to speak at either Public
Hearing, you must provide your
name and address. Any speaker who
has made a campaign contribution
of \$250.00 or more within two (2)
years before this meeting date is
required to complete a Campaign
Disclosure Form.

If you have any questions or
concerns regarding this application
or need special accommodations,
please contact Priscilla Coley,
Planning Manager at 706-344-3500,
ext. 42255.

147558 05/14

The Dawson County Planning

Commission will hear the

below application on Tuesday,

June 17, 2025, at 6:00 p.m. The

Public Hearing will be held in the
Dawson County Administration
Building, 25 Justice Way, Assembly
Room, Second Floor, Suite 2303,
Dawsonville, Georgia.

VA 25-11 Terry Boomer, obo Amar
Gandhi, has filed an application with
the appropriate authorities seeking
relief from the requirements of the
Dawson County Land Development
Code, Article IV Chapter 121-99(1)
(b). The applicant requests the
following variances to allow for
the construction of a proposed gas
station's fuel pump canopy: 1. Front
setback variance of 20'; reducing the
setback from 60' to 40'. The subject
property is currently zoned C-HB
(Commercial Highway business)
and located at 703 Lumpkin
Campground Road S., Dawsonville,
GA 30534 (Parcel 114 001 001).

Applications are available for public
review on the County's website at
www.dawsoncountygga.gov. The
physical location for the application
listed below is provided for general
locational purposes only. A more
detailed depiction of the property
can be found using the GIS viewer,
also located on the County's
website.

If you wish to speak at either Public
Hearing, you must provide your
name and address. Any speaker who
has made a campaign contribution
of \$250.00 or more within two (2)
years before this meeting date is
required to complete a Campaign
Disclosure Form.

If you have any questions or
concerns regarding this application
or need special accommodations,
please contact Priscilla Coley,
Planning Manager at 706-344-3500,
ext. 42255.

147559 05/14

Probate Notices

IN THE PROBATE COURT OF DAWSON COUNTY STATE OF GEORGIA

IN RE:

DARREN LANE DUNBAR, DECEASED
ESTATE NO. 2025-ES-63

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DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 12

SUBJECT: REQUEST FOR FEE WAIVER AND ROAD CLOSURE; GRILLING FOR GOOD
SPECIAL EVENT

CITY COUNCIL MEETING DATE: 07/21/2025

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST: **TABLED FROM 06/16/2025**

APPLICANT WITHDREW THE REQUEST

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

APPROVE AS PRESENTED

REQUESTED BY: Jacob Evans, City Manager



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 13

SUBJECT: **REQUEST FOR FEE WAIVER AND ROAD CLOSURE: A FAMILY FAIR SPECIAL
EVENT, AUGUST 8, 2025**

CITY COUNCIL MEETING DATE: 07/21/2025

BUDGET INFORMATION: GL ACCOUNT # _____

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

PURPOSE FOR REQUEST:

TO CONSIDER APPROVAL FOR

- **ROAD CLOSURE: MAIN STREET THROUGH THE PARK, ON AUGUST 8, 2025 FROM 4:00PM – 11:00 PM**
- **PERMIT FEE WAIVER: \$50.00**
- **PAVILION RENTAL FEE WAIVER: \$225**

**** THE NEW FAMILY CONNECTION COORDINATOR, LAYLA MCBRAYER, WILL BE IN ATTENDANCE TO INTRODUCE HERSELF AND ANSWER ANY QUESTIONS**

HISTORY/ FACTS / ISSUES:

- **EVENT TO BE LOCATED AT MAIN STREET PARK FRIDAY, AUGUST 8, 2025 FROM 6:00 PM – 11:00 PM**
- **THIS IS A RESOURCE FAIR ORGANIZED BY DAWSON COUNTY FAMILY CONNECTION.**
- **PREVIOUS EVENT WAS HELD WITH OUT INCIDENT AT MAIN STREET PARK FOR THE PAST THREE YEARS**

OPTIONS:

REQUESTED BY: Jacob Evans, City Manager



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

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)

1. Name of Event: A Family Fair ☐ PARADE ☐ RALLY ☒ OTHER Resource Fair

2. Location of Event: Main Street Park 415 Hwy 53E, Dawsonville, Ga 30534 ☐ PUBLIC DEMONSTRATION

3. Date(s) of Event: Friday, August 8, 2025 ☐ PUBLIC ASSEMBLY

Time of Event: Start: 6:00 a.m./ p.m. End: 11:00 a.m./ p.m. ☒ ROAD CLOSING 6:00pm-11:00pm Hrs.

☒ NON-PROFIT (please provide 501 (c)(3) Information) ☐ PROFIT

4. Provide information listed below for the main contact person responsible for the organization of this event:

Name: Layla McBrayer	Title: {insert title}
Organization: Dawson County Family Connection	Telephone #: 706-265-1981
Email Address: lmcbrayer@dawsonfamilyconnection.org	Cell Phone #:
Address: 45 Medical Center Drive, Suite 101 City: Dawsonville State: GA Zip Code: 30534	

5. 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:	Title:
Organization:	Telephone #:
E-Mail Address:	
Address: City: State: Zip Code:	

Name:	Title:
Organization:	Telephone #:
E-Mail Address:	
Address: City: State: Zip Code:	

6. Expected number of participants: 40+ agencies/vendors and approximately 500 event attendees
7. Physical description of materials to be distributed: Information regarding local resources & promotional items
8. How do participants expect to interact with public? Each agency to host a family-friendly, "field day" type activity
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? Road inside of park gates to be closed from 5:00pm-11:00pm
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). Permit applied for May 2022-Approved, Permit applied for May 2023-Approved

Details: Please outline what your event will involve: (number of people – life safety issues – vendors – cooking – tents – rides – handicap parking – egress) attach a separate sheet if necessary. Also, in the event outline please include setup, teardown, and clean-up. See Attachment 1

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

What participation, if any, do you expect from the City of Dawsonville? City of Dawsonville has expressed a desire to be co-sponsor of this event, has offered to help with advertising of event, and extend park hours dependent on movie end.

What participation, if any, have you arranged from Dawson County Emergency Services? No participation expected

What participation, if any, have you arranged from the Dawson County Sheriff Department? No participation expected

What participation, if any, have you arranged from the Dawsonville History Museum (GRHOF)? No participation expected,
but is invited to participate as an agency/vendor.

What participation, if any, have you arranged from the Environmental Health? (Any food service requires inspection
from the health department.) Contacted Bill Ringle from Environmental Health {insert date of contact}

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; (movie screen)
- (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: Kendy Bennett from Dawson Insurance has been notified re: need for policy {insert date of contact}

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.

Sworn to and subscribed before me
this _____ day of _____ 20 ____

Layla McBrayer, {insert title here}
Applicant's Printed Name

Notary Public, State of Georgia

Applicant's Signature

My Commission Expires: _____

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 _____ day of _____ 20____

Layla McBrayer, {insert title here}

Applicant's Printed Name

Notary Public, State of Georgia

Applicant's Signature

My Commission Expires: _____

TRASH CLEANUP, PARKING PROVISION AND TOILET FACILITIES:

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

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

Sworn to and subscribed before me
This _____ day of _____ 20____

Layla McBrayer, {insert title here}

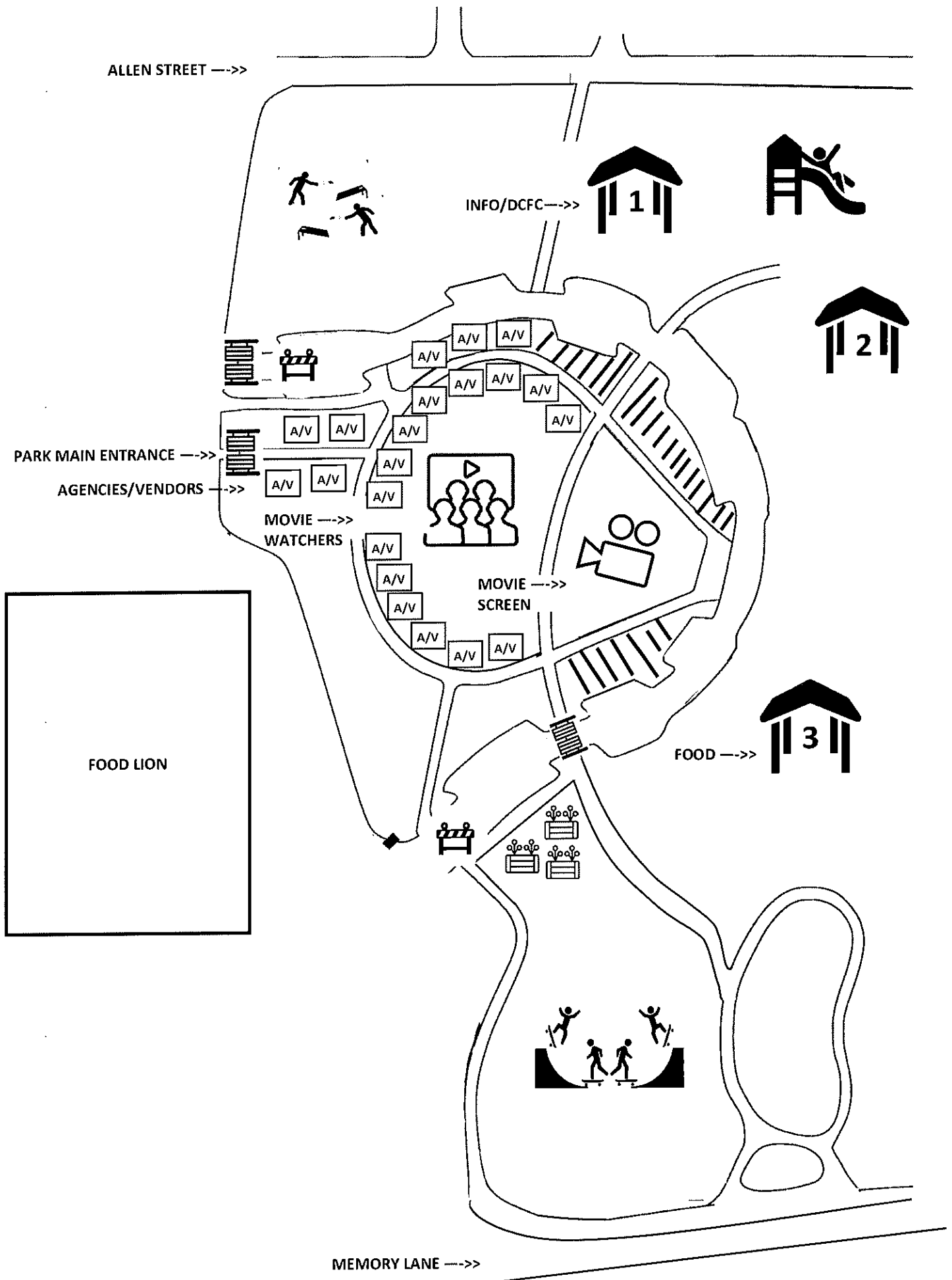
Applicant's Printed Name

Notary Public, State of Georgia

Applicant's Signature

My Commission Expires _____

ALLEN STREET --->>



Attachment 1

- Event Description

- Dawson County Family Connection would like to present an opportunity for our fellow non-profit/social service agencies to connect with the community.
- A "Family Fair" was envisioned as a FREE, family-friendly event/resource fair where local agencies who serve the Dawson County community can connect with/educate the public on local resources available (i.e., food pantries, mental wellness services, faith-based services, etc.) all while providing an opportunity for families to connect with each other, and to their community.
- Registered agencies/vendors will set up their tables/tents on sidewalk areas around the perimeter of the grass amphitheater.
- Grills/coolers/tables/etc. will be set up at Pavilion 3.
- Outdoor movie and seating will be set up on the grass amphitheater lawn.
 - Movie provided by *Southern Outdoor Cinema*.
 - Movie to be shown is not yet determined. (G or PG rated).

- Number of people expected to attend the event

- Best estimate based on prior years' participation: **500-750** (350 families with two to four members per family).

- Life Safety Issues

- All activities planned are simple, family-friendly, "field day" type activities meant to be fun and not physically taxing; therefore, **no life safety issues are expected**.

- Agencies/vendors

- Agencies/vendors will consist of the following:
 - Local non-profits
 - Those who offer resources/social services to the community including:
 - Members of the Dawson County Community Collaborative
 - Faith-based organizations
 - Mental wellness providers
 - Children's service providers
 - Student support
 - Support groups
 - Substance abuse
 - Parenting
 - Bereavement
 - All agencies/vendors will pre-register with Dawson County Family Connection and pay a \$35.00 registration fee to cover expenses of event (i.e., advertising, supplies, etc.).
- Expecting 40+ agencies/vendors to participate (with approximately two or more representatives/agency).
- Each agency/vendor is responsible for bringing their own:
 - Tent
 - Table
 - Seating
 - Supplies
 - Power source (if needed)

Attachment 1

- Cooking supplies (if needed)
 - Each agency/vendor is responsible for their own setup (to begin at 4:30 pm day of the event).
 - Each agency/vendor is responsible for their own breakdown (to begin at the movie start, approximately 8:45 pm).
 - Each agency/vendor is responsible for removing their own trash.
- **Cooking**
 - It is the Dawson County Family Connection's hope to be able to provide FREE dinner for fairgoers consisting of hotdogs, chips, dessert, and drinks.
 - Agencies will be self-providing all food.
 - Agencies will be self-preparing food (i.e., grilling hot dogs).
 - It is the Dawson County Family Connection's hope to be able to provide popcorn and/or cotton candy for children watching the outdoor movie.
- **Parking**
 - Reliant on parking available.
 - Main Street Park
 - GRHOF
 - Board of Education
 - Professional Development Center
 - Dawson County Library



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 14

SUBJECT: **RESOLUTION NO. R2025-05: GEORGIA STATE PATROL POST #37 DONATION**

CITY COUNCIL MEETING DATE: 07/21/2025

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

REQUEST APPROVAL FROM THE CITY COUNCIL FOR EXPENDITURE TO PURCHASE 12 TINT METERS FOR A DONATION TO THE GA STATE PATROL. \$169.99 X 12 = \$2,028 + ESTIMATED SHIPPING \$50.00 FOR A GRAND TOTAL OF \$2,078.00.

THE FUNDS ARE AVAILABLE IN THE GENERAL FUND.

[Inspector II – TM2000 – Laser Labs](#)

HISTORY/ FACTS / ISSUES

FOR SEVERAL YEARS NOW, THE CITY WITH THE APPROVAL OF THE CITY COUNCIL HAVE PURCHASED ITEMS OF EQUIPMENT NEEDED BY THE GA STATE PATROL IN APPRECIATION OF THEIR SERVICE TO THE CITY AND TO AID IN THE PERFORMANCE OF THEIR DUTIES. IF APPROVED, THE ITEMS WILL BE ORDERED AND UPON RECEIPT, GSP OFFICERS WILL BE INVITED TO A CITY COUNCIL MEETING FOR PRESENTATION OF OUR DONATION.

OPTIONS:

APPROVE OR DENY

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Jacob Evans, City Manager

RESOLUTION NO. R2025-05

**A RESOLUTION OF THE CITY OF DAWSONVILLE REGARDING
GEORGIA STATE PATROL POST #37**

WHEREAS, the Georgia State Patrol, a state agency, provides public health, safety, and welfare services within the corporate limits of the City of Dawsonville; and,

WHEREAS, in order to effectively carry out their duties, obligations, and services, the Georgia State Patrol officers require the use of properly maintained specialty equipment; and,

WHEREAS, many Georgia State Patrol officers that service the City of Dawsonville have resorted to expending personal funds to purchase said specialty equipment; and,

WHEREAS, the Mayor and City Council of the City of Dawsonville, Georgia, are charged with the protection and maintenance of the public health, safety, and welfare of those within the corporate limits of the City of Dawsonville; and,

WHEREAS, the services rendered by the Georgia State Patrol are a substantial benefit to the City of Dawsonville; and,

WHEREAS, the Mayor and City Council wish to assist officers and the Georgia State Patrol in effectively carrying out their duties to provide for the public health, safety, and welfare of the citizens of the City of Dawsonville.

NOW, THEREFORE, BE IT RESOLVED by the governing authority of the City of Dawsonville, Georgia, that the City of Dawsonville shall provide twelve (12) Tint Meters for a total approximate cost, including shipping, of Two Thousand and Seventy Eight Dollars (\$2,078.00) to the Georgia State Patrol and its officers that service the corporate limits of the City of Dawsonville, in recognition of the substantial benefit that said officers provide to the Citizens of the City of Dawsonville, and in an effort to assist said officers in effectively carrying out their duties in providing for the public health, safety, and welfare of the citizens of the City of Dawsonville.

RESOLVED this 21st day of July 2025.

**MAYOR AND DAWSONVILLE CITY
COUNCIL**

By: _____
John Walden, Mayor

Caleb Phillips, Councilmember Post 1

William Illg, Councilmember Post 2

Sandra Sawyer, Councilmember Post 3

Mark French, Councilmember Post 4

ATTESTED TO BY:

Beverly A. Banister, City Clerk



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 15

SUBJECT: **CONSIDERATION OF FINAL PLAT FOR – VILLAS AT DAWSONVILLE**

CITY COUNCIL MEETING DATE: 07/21/2025

PURPOSE FOR REQUEST:

TO PRESENT THE CITY COUNCIL AND MAYOR WITH THE OPPORTUNITY TO EITHER APPROVE, DENY, OR TABLE THE APPLICANT'S REQUEST FOR THE APPROVAL AND RECORDING OF THE FINAL PLAT FOR THE VILLAS AT DAWSONVILLE.

HISTORY/ FACTS / ISSUES:

- 38.58-acre parcel annexed into the city 03.17.2003
- Rezoned from R-2 to R3 on 12.06.2004
- Rezoned from R-3 to RPC with stipulations on 06.03.2019
- Remove the age restriction (55 years or older) from the zoning stipulations approved on 02.06.2023 (Stipulations attached, Exhibit A)
- 90 Total Units
- City Attorney and Staff have reviewed/approved:
 - a) Maintenance and Performance Bonds
 - b) Covenants and Restrictions (recorded)
 - c) Utility Easements (recorded)
 - d) Stormwater Management and Long-Term agreements (recorded)

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Stacy Harris, Planning & Zoning Department

COUNTY OF DAWSOMVILLE

POWER COMPANY PAYMENT VERIFICATION

Georgia Power Company Payment Verification form with fields for Account Number, Meter Number, and Billing Date. Includes a table for Payment History and a section for Payment Information.

STREET SIGN VERIFICATION

ON-SIGHT Invoice form with fields for Project Name, Address, and Date. Includes a table for Project Details and a section for Project Information.

SITE DISTANCE CERTIFICATION form with fields for Project Name, Address, and Date. Includes a table for Project Details and a section for Project Information.

ZONING CONDITIONS LETTER

Zoning Conditions Letter form with fields for Project Name, Address, and Date. Includes a table for Project Details and a section for Project Information.

Vertical sidebar containing various logos and text, including 'EASTWOOD HOMES', 'VILLAS AT DAWSONVILLE', and 'DAWSOMVILLE, GEORGIA'.

- GENERAL NOTES
1. FIELD CLOSURE: THE FIELD CLOSURE WHEN THIS PLAT IS BAIRED HAS A CLOSURE PRESSION OF ONE FOOT IN 1000000 AND AN ANGULAR ERROR OF 0.07 PER HUNDRED POINT AND WAS UNDERTAKEN AT TRIMBLE 5-9 TOTAL STATION AND TRIMBLE 100-7 DATA COLLECTOR NEW USED TO COLLECT THIS FIELD DATA.
 2. PLAT CLOSURE: THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN 1" IN 200,000.
 3. NO STATE PLANE COORDINATE SYSTEM WAS FOUND WITHIN FOOT OF THIS PROPERTY.
 4. ALL CORNERS ARE AS SHOWN UNLESS NOTED OTHERWISE.
 5. RIGHT-OF-WAY: THIS PLAT IS BASED ON THE CERTIFICATES OF EXISTING PATENT OF TRAVEL, UNLESS NOTED OTHERWISE.
 6. ALL MATTER PERTAINING TO TITLE AND EASEMENTS.
 7. IT IS THE OWNER'S / DEVELOPER'S RESPONSIBILITY TO ASSURE THAT ALL RESIDENTIAL LOTS HAVE SUFFICIENT ROAD TO PERMIT FUTURE FUTURE DEVELOPMENT. DEVELOPER SHALL NOTIFY BUREAU / OWNER OF ANY SPECIAL CONDITION RELATING TO LOT EASEMENT AND FUTURE FUTURE.
 8. EASEMENTS: THE EASEMENTS SHALL BE MAINTAINED AND PROTECTED BY THE OWNER.
 9. ACCESS TO DETENTION POND: SHALL BE MAINTAINED IN PLACE AT ALL TIMES RESIDENTIAL, FUTURE AND LANDSCAPING SHALL NOT BE ALLOWED WITHIN THIS AREA.
 10. DETENTION POND: SHALL BE MAINTAINED AS A DETENTION POND FOR APPROVED DESIGN AND CERTIFIED AS-BUILT IN PERMANENT AND NOT BE RELOCATED FOR ANY REASON.
 11. THE DETENTION POND SHALL BE MAINTAINED BY THE OWNER UNDER THE DIRECT SUPERVISION OF A REGISTERED LAND SURVEYOR OR ENGINEER AND CERTIFIED BY THE SAME. ANY WORK UNDERTAKEN PRIOR TO THE SUBMISSION OF THE CERTIFICATION SHALL BE AT THE OWNER'S RISK AND SHALL BE SUBJECT TO THE SURVEYOR'S FAILURE TO MAKE SUCH CORRECTIONS REQUIRED HEREIN.
 12. ALL ELECTRICAL, PLUMBING, AIR-CONDITIONING EQUIPMENT, AND OTHER SERVICE FACILITIES SHALL BE DESIGNED AND/OR LOCATED 20 FEET TO PREVENT WATER FROM OVERTOPPING OF ACCUMULATING WITHIN THE COMPARTMENTED BASINS CONTAINS OF FLOOD.
 13. THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT OF WAY INCLUDING: STORM, STRUCTURES, ACCESSORIES, AND SIGNAGE, AND SAME SHALL BE MAINTAINED.
 14. OWNER/DEVELOPER SHALL MAINTAIN ADEQUATE ALL NORTH BOUNDARY ADJACENT TO THE DETENTION POND. FUTURE FUTURE SHALL MAINTAIN ADEQUATE ALL NORTH BOUNDARY ADJACENT TO THE DETENTION POND. FUTURE FUTURE SHALL MAINTAIN ADEQUATE ALL NORTH BOUNDARY ADJACENT TO THE DETENTION POND.
 15. DETENTION POND: THIS PROPERTY LIES WITHIN A RURAL AREA AND AGRICULTURAL ACTIVITIES CREATING DUST, NOISE, AND ODORS MAY OCCUR IN THE VICINITY OF THIS PROPERTY. THE OWNER AND SUCCESSORS IN THE FUTURE HAVE NO RIGHT TO CLAIM AGAINST ANY AGRICULTURAL OPERATOR IN THE AREA WHO HAS NOT BEEN REQUESTED.



PARCEL LINE TABLE			PARCEL LINE TABLE			PARCEL LINE TABLE			PARCEL LINE TABLE			PARCEL LINE TABLE			PARCEL LINE TABLE			PARCEL LINE TABLE			PARCEL LINE TABLE					
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction			
L1	173.00	S89° 44' 23"E	L11	105.04	S89° 15' 37"W	L41	36.00	S89° 47' 31"E	L61	134.81	N89° 10' 15' 37"E	L81	134.88	N89° 10' 15' 37"E	L101	46.00	N00° 13' 44"E	L121	22.00	N47° 36' 54"W	L141	41.00	N47° 36' 54"W	L161	41.00	S89° 44' 23"E
L2	25.00	S00° 15' 37"W	L22	24.00	S89° 44' 23"E	L42	127.14	S00° 15' 37"W	L62	24.00	S89° 47' 31"E	L82	24.00	S89° 36' 06"W	L102	135.00	N89° 46' 16"E	L122	19.00	N47° 36' 54"W	L142	41.00	S47° 36' 54"E	L162	135.00	N00° 13' 44"W
L3	132.07	S89° 06' 08"W	L33	105.04	S89° 15' 37"W	L53	100.79	N89° 10' 15' 37"E	L63	24.00	N89° 44' 23"E	L83	24.00	N89° 44' 23"E	L103	46.00	S00° 13' 45"E	L123	160.83	N42° 23' 06"E	L143	135.00	S47° 23' 06"E	L163	39.00	N89° 44' 12"E
L4	05.49	N00° 15' 37"E	L44	105.04	S89° 15' 37"W	L44	24.00	S89° 47' 31"E	L64	134.80	N00° 15' 37"E	L84	134.85	N00° 15' 37"E	L104	46.00	N00° 13' 44"W	L124	37.97	N83° 15' 44"E	L144	41.00	N47° 36' 54"E	L164	12.26	S00° 13' 44"E
L5	24.00	N00° 15' 37"E	L55	18.00	N47° 44' 23"W	L55	110.40	N00° 15' 37"E	L65	21.87	S89° 43' 46"E	L85	36.00	S89° 36' 06"E	L105	135.00	N89° 46' 16"E	L125	137.52	S47° 23' 06"E	L145	41.00	S47° 36' 54"E	L165	37.07	N89° 44' 16"E
L6	130.00	S89° 44' 23"E	L66	24.00	S89° 44' 23"E	L66	14.58	S89° 47' 31"E	L86	36.00	N89° 44' 23"W	L106	41.00	N00° 13' 44"E	L126	41.00	N47° 36' 54"E	L146	135.00	S47° 23' 06"E	L166	41.00	S89° 44' 16"W			
L7	24.00	S00° 15' 37"E	L77	24.00	S89° 44' 23"E	L77	134.81	N89° 10' 15' 37"E	L87	134.81	N89° 10' 15' 37"E	L107	46.00	N00° 13' 44"E	L127	23.90	N47° 36' 54"W	L147	41.00	N47° 36' 54"E	L167	135.00	N00° 13' 44"W			
L8	135.00	S89° 15' 37"W	L88	105.04	S89° 15' 37"W	L88	134.80	N00° 15' 37"E	L88	134.80	N00° 15' 37"E	L108	135.00	N89° 46' 16"E	L128	135.00	S47° 23' 06"E	L148	41.00	S47° 36' 54"E	L168	41.00	S89° 44' 16"E			
L9	53.00	S89° 44' 23"E	L99	36.00	S89° 47' 31"E	L99	14.59	N89° 10' 15' 37"E	L99	36.00	S89° 43' 46"E	L109	10.52	S00° 13' 44"E	L129	41.00	N47° 36' 54"E	L149	122.45	S47° 23' 06"E	L169	41.00	S89° 44' 16"E			
L10	24.00	S89° 44' 23"E	L100	0.55	S89° 44' 23"E	L100	36.00	S89° 47' 31"E	L100	135.00	N89° 15' 57' 37"E	L110	10.52	N00° 13' 44"E	L130	41.00	S47° 36' 54"E	L150	135.00	N00° 13' 44"W	L170	135.00	N00° 13' 44"W			
L11	24.00	S89° 44' 23"E	L111	115.01	N00° 21' 54"W	L111	134.81	N89° 44' 23"W	L111	134.80	N34° 55' 20"E	L111	135.00	N76° 36' 20"E	L131	135.00	S47° 23' 06"E	L151	33.28	N89° 44' 16"E	L171	46.00	S89° 44' 15"E			
L12	24.00	S89° 44' 23"E	L122	35.84	N89° 36' 06"E	L122	36.00	N89° 44' 23"E	L122	135.00	N57° 52' 46"E	L122	135.00	N59° 32' 19"E	L132	41.00	N47° 36' 54"E	L152	62.56	S00° 13' 44"E	L172	46.00	S89° 44' 16"E			
L13	5.00	S89° 44' 23"E	L133	38.00	N00° 15' 37"E	L133	134.87	N00° 15' 37"E	L133	135.00	N00° 50' 25"E	L133	135.00	N44° 20' 52"E	L133	41.00	S47° 36' 54"E	L153	41.00	N47° 36' 54"E	L173	135.00	N00° 13' 44"W			
L14	36.00	S00° 15' 37"W	L144	108.28	S00° 15' 37"W	L144	36.00	S89° 47' 31"E	L174	134.81	N00° 15' 37"E	L174	24.99	S00° 13' 45"E	L114	30.72	S47° 36' 54"E	L134	135.00	S47° 23' 06"E	L154	135.00	N00° 13' 44"W	L174	12.32	S89° 44' 16"E
L15	105.04	S89° 15' 37"W	L33	24.00	S89° 36' 06"E	L55	134.85	N00° 15' 37"E	L75	24.00	S89° 43' 46"E	L95	24.99	N00° 15' 44"W	L115	35.72	N47° 36' 54"W	L135	135.00	N47° 36' 54"E	L155	10.00	N89° 46' 16"E	L175	12.32	S89° 44' 16"W
L16	130.00	S89° 15' 37"W	L44	105.04	S89° 15' 37"W	L66	134.80	N00° 15' 37"E	L86	134.80	N00° 15' 37"E	L106	41.00	N00° 13' 44"E	L126	41.00	N47° 36' 54"E	L146	135.00	S47° 23' 06"E	L166	41.00	S89° 44' 16"E	L176	12.32	S89° 44' 16"E
L17	36.00	S89° 44' 23"E	L55	18.00	N47° 36' 06"E	L77	24.00	N89° 44' 23"E	L97	17.44	N00° 15' 37"E	L117	43.51	S47° 36' 54"E	L137	135.00	S47° 23' 06"E	L157	41.00	S89° 46' 16"E	L177	19.78	S00° 09' 20"W			
L18	53.00	S89° 44' 23"E	L66	14.58	S89° 47' 31"E	L88	134.83	N00° 15' 37"E	L108	135.00	S89° 36' 06"E	L128	41.00	N00° 13' 44"W	L148	44.58	N47° 36' 54"W	L168	46.00	N47° 36' 54"E	L188	19.77	S00° 09' 20"W			
L19	105.04	S00° 15' 37"W	L77	36.00	S89° 36' 06"W	L99	24.00	S89° 47' 31"E	L119	135.00	N89° 46' 16"E	L139	53.62	N42° 23' 06"E	L159	46.00	S47° 36' 54"E	L179	135.00	N33° 50' 24"E	L199	135.00	N33° 50' 24"E			
L20	24.00	S89° 44' 23"E	L88	10.70	N00° 15' 37"E	L110	24.00	N89° 44' 23"E	L130	46.00	S00° 13' 45"E	L150	43.96	N08° 57' 30"E	L170	135.00	S47° 23' 06"E	L190	41.00	N89° 46' 16"E	L210	41.00	S00° 36' 06"E			

PARCEL LINE TABLE		PARCEL LINE TABLE		PARCEL LINE TABLE		PARCEL LINE TABLE		PARCEL LINE TABLE		PARCEL LINE TABLE		PARCEL LINE TABLE		PARCEL LINE TABLE			
Line #	Length Direction	Line #	Length Direction	Line #	Length Direction	Line #	Length Direction	Line #	Length Direction	Line #	Length Direction	Line #	Length Direction	Line #	Length Direction		
L181	41.00 N66° 09' 20" W	L201	41.00 N66° 09' 36" W	L221	135.00 S00° 13' 44" E	L241	135.00 S00° 13' 44" E	L261	336.00 N00° 17' 23" E	L281	3.23 N78° 33' 50" E	L301	43.06 S54° 33' 20" E	L321	28.33 N53° 01' 57" E	L341	28.33 N53° 01' 57" E
L182	85.22 N53° 50' 24" E	L202	21.17 S56° 00' 30" W	L222	46.00 N89° 46' 16" E	L242	36.58 N89° 46' 23" W	L262	43.04 N00° 07' 23" E	L282	53.11 S27° 36' 42" E	L302	27.32 N12° 02' 48" E	L322	64.00 N07° 50' 00" E	L342	64.00 N07° 50' 00" E
L183	49.77 N53° 50' 24" E	L203	135.00 S28° 01' 53" E	L223	135.00 S00° 13' 44" E	L243	41.00 N89° 44' 23" W	L263	27.78 N00° 13' 42" E	L283	01.05 S62° 36' 16" W	L303	98.82 N89° 27' 33" E	L323	98.82 N89° 27' 33" E	L343	143.76 N00° 15' 27" E
L184	157.73 N53° 50' 24" E	L204	31.19 N66° 09' 36" W	L224	34.18 S89° 46' 16" W	L244	41.00 S89° 44' 23" E	L264	25.78 N78° 36' 42" E	L284	29.69 S19° 59' 44" W	L304	66.82 N42° 22' 06" E	L324	130.17 N12° 02' 48" E	L344	130.17 N12° 02' 48" E
L185	135.31 S33° 50' 24" E	L205	135.00 S31° 17' 28" W	L225	11.82 S89° 46' 16" E	L245	135.00 S00° 13' 44" E	L265	24.54 N78° 36' 42" E	L285	70.22 N79° 03' 06" W	L305	22.91 S47° 36' 54" E	L325	98.82 N89° 27' 33" E	L345	143.76 N00° 15' 27" E
L186	41.00 N66° 09' 36" W	L206	135.00 S07° 39' 23" W	L226	41.00 N89° 46' 16" E	L246	56.84 N89° 44' 23" W	L266	312.58 N12° 32' 05" E	L286	105.15 S79° 52' 46" W	L306	87.85 N42° 22' 06" E	L326	43.76 N07° 50' 00" E	L346	43.76 N07° 50' 00" E
L187	35.08 S56° 00' 30" W	L207	7.32 N89° 46' 16" E	L227	135.00 S00° 13' 44" E	L247	41.84 S89° 44' 23" E	L267	19.51 S00° 36' 58" W	L287	97.53 N00° 33' 47" E	L307	12.00 N42° 22' 06" E	L327	7.00 N89° 38' 06" W	L347	7.00 N89° 38' 06" W
L188	41.00 N66° 09' 36" W	L208	135.00 S07° 39' 23" W	L228	135.00 S00° 13' 44" E	L248	135.00 S00° 13' 44" E	L268	135.00 S00° 13' 44" E	L288	135.00 S00° 13' 44" E	L308	135.00 S00° 13' 44" E	L328	135.00 S00° 13' 44" E	L348	135.00 S00° 13' 44" E
L189	41.00 N66° 09' 36" W	L209	7.32 S89° 46' 16" E	L229	41.00 N89° 46' 16" E	L249	135.00 S00° 13' 44" E	L269	19.51 N89° 56' 57" E	L289	12.39 S12° 02' 48" E	L309	12.00 N42° 22' 06" E	L329	27.09 N00° 13' 44" E	L349	27.09 N00° 13' 44" E
L190	41.00 N66° 09' 36" W	L210	41.00 S89° 46' 16" E	L230	66.85 S00° 13' 44" E	L250	235.82 N00° 27' 33" E	L270	35.12 S79° 52' 46" W	L290	33.83 S54° 33' 20" E	L310	4.94 N47° 36' 54" W	L330	4.94 N47° 36' 54" W	L350	143.76 N00° 15' 27" E
L191	135.01 S33° 50' 24" E	L211	41.00 N66° 09' 36" W	L231	62.07 S89° 46' 16" E	L251	74.82 N01° 13' 07" W	L271	60.92 S66° 57' 33" E	L291	55.79 S88° 32' 29" W	L311	24.99 S56° 09' 20" E	L331	24.99 S56° 09' 20" E	L351	143.76 N00° 15' 27" E
L192	41.00 N66° 09' 36" W	L212	135.00 S00° 13' 44" E	L232	135.00 S87° 14' 04" W	L252	149.77 S80° 47' 21" W	L272	306.34 S00° 13' 44" E	L292	26.99 S71° 34' 42" W	L312	12.00 N42° 22' 06" E	L332	12.00 N42° 22' 06" E	L352	143.76 N00° 15' 27" E
L193	41.00 N66° 09' 36" W	L213	41.00 N66° 09' 36" W	L233	135.00 S62° 42' 22" W	L253	74.71 S00° 59' 30" E	L273	106.68 S89° 38' 06" E	L293	74.03 N66° 06' 16" W	L313	70.00 S56° 09' 20" E	L333	70.00 S56° 09' 20" E	L353	143.76 N00° 15' 27" E
L194	135.01 S33° 50' 24" E	L214	41.00 N89° 46' 16" E	L234	135.00 S47° 29' 02" W	L254	288.44 S81° 25' 06" W	L274	116.25 S89° 43' 42" E	L294	60.78 N50° 09' 56" W	L314	12.00 S56° 09' 20" E	L334	12.00 S56° 09' 20" E	L354	143.76 N00° 15' 27" E
L195	41.00 N66° 09' 36" W	L215	135.00 S00° 13' 44" E	L235	135.00 S81° 10' 42" W	L255	96.87 N02° 17' 28" W	L275	27.92 S80° 00' 00" W	L295	62.78 N00° 18' 42" E	L315	12.17 S56° 09' 20" E	L335	12.17 S56° 09' 20" E	L355	143.76 N00° 15' 27" E
L196	41.00 N66° 09' 36" W	L216	41.00 S28° 01' 53" E	L236	135.00 S29° 56' 42" W	L256	249.68 S81° 17' 48" W	L276	39.31 S80° 32' 24" E	L296	63.61 S89° 50' 00" E	L316	12.00 N42° 22' 06" E	L336	12.00 N42° 22' 06" E	L356	143.76 N00° 15' 27" E
L197	135.00 S33° 50' 24" E	L217	89.49 N01° 18' 46' 16" E	L237	135.00 S41° 44' 43" W	L257	144.43 S02° 13' 44" E	L277	144.43 S02° 13' 44" E	L297	144.43 S02° 13' 44" E	L317	144.43 S02° 13' 44" E	L337	144.43 S02° 13' 44" E	L357	143.76 N00° 15' 27" E
L198	41.00 N66° 09' 36" W	L218	135.00 S00° 13' 44" E	L238	135.00 S10° 35' 42" W	L258	83.90 S90° 20' 36" W	L278	19.72 S80° 11' 17" W	L298	114.85 N72° 43' 42" E	L318	224.29 N00° 15' 27" E	L338	224.29 N00° 15' 27" E	L358	143.76 N00° 15' 27" E
L199	41.00 N66° 09' 36" W	L219	46.00 S89° 46' 16" W	L239	135.00 S01° 22' 22" W	L259	117.68 N80° 51' 50" W	L279	55.78 N29° 30' 17" W	L299	36.89 N62° 23' 42" E	L319	84.59 N09° 57' 00" W	L339	84.59 N09° 57' 00" W	L359	143.76 N00° 15' 27" E
L200	135.00 S33° 50' 24" E	L220	46.00 N89° 46' 16" E	L240	36.84 S89° 44' 23" E	L260	277.81 N00° 30' 36" E	L280	27.78 N66° 09' 36" E	L300	52.90 N11° 11' 17" E	L320	28.24 N36° 01' 17" E	L340	28.24 N36° 01' 17" E	L360	143.76 N00° 15' 27" E

PARCEL CURVE TABLE					PARCEL CURVE TABLE					PARCEL CURVE TABLE					PARCEL CURVE TABLE					PARCEL CURVE TABLE									
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C01	23.56	15.00	90.00	N42° 15' 37"E	21.21	C21	20.24	50.00	22.36	S20° 38' 24"E	19.00	C41	9.18	42.00	13.14	S52° 43' 57"E	8.16	C61	59.50	275.00	13.02	N42° 07' 38"E	59.49	C81	22.78	95.14	49.49	N42° 31' 10"E	15.74
C02	15.12	15.00	90.00	S77° 58' 17"E	14.49	C22	74.14	185.00	22.96	N20° 38' 24"E	73.64	C42	10.60	176.00	15.13	N62° 43' 47"E	10.47	C62	37.83	235.00	13.02	S47° 38' 37"E	37.78	C82	15.56	15.00	88.18	S13° 01' 05"E	20.49
C03	33.43	60.00	30.00	S40° 54E 38"E	31.07	C23	7.79	50.00	8.93	S4° 41' 40"E	7.79	C43	4.94	60.00	4.578	S22° 19' 34"E	4.688	C63	59.50	275.00	13.02	N56° 29' 58"E	59.49	C83	86.71	60.00	80.80	S11° 23' 39"E	79.36
C04	25.11	60.00	23.98	S77° 58' 17"E	24.93	C24	28.84	185.00	23.98	S77° 58' 17"E	28.81	C44	58.31	60.00	5.527	S14° 34"E	5.92	C64	37.83	235.00	13.02	S59° 25' 56"E	37.78	C84	74.44	60.00	71.08	S98° 11' 05"E	69.75
C05	24.40	60.00	23.30	N82° 23' 07"E	24.23	C25	62.04	170.00	13.17	N8° 48' 42"E	61.90	C45	22.63	225.00	5.81	S59° 03' 44"E	22.82	C65	59.50	275.00	13.02	N65° 34' 18"E	59.49	C85	21.70	135.00	8.21	N0° 42' 24"E	21.68
C06	52.10	60.00	49.75	N42° 51' 50"E	50.75	C26	31.02	135.00	13.17	N8° 48' 42"E	30.95	C46	36.50	260.00	3.81	S09° 05' 50"E	36.48	C66	37.83	235.00	13.02	S65° 34' 18"E	37.78	C86	26.07	102318	1.642	N40° 00' 27"E	26.037
C07	45.12	60.00	43.08	N54° 31' 39"E	44.02	C27	80.43	270.00	17.57	S21° 55' 40"E	80.13	C47	42.31	225.00	10.77	S67° 11' 19"E	42.24	C67	59.50	275.00	13.02	N74° 47' 38"E	59.49	C87	20.01	680.78	1.68	S58° 07' 33"E	20.01
C08	26.08	60.00	24.58	S77° 58' 17"E	25.83	C28	42.61	135.00	13.17	S20° 38' 24"E	42.56	C48	67.89	360.00	16.63	N77° 32' 13"E	67.59	C68	37.83	235.00	13.02	N74° 47' 38"E	37.78						
C09	26.08	60.00	24.58	S88° 23' 47"E	25.83	C29	60.33	135.00	13.63	N40° 17' 32"E	60.26	C49	60.33	360.00	16.63	N77° 32' 13"E	60.26	C69	59.50	275.00	13.02	N74° 47' 38"E	59.49						
C10	24.57	60.00	23.46	S44° 51' 10"E	24.40	C30	35.81	15.00	15.00	S20° 38' 24"E	35.71	C50	37.70	225.00	9.40	S77° 32' 34"E	37.66	C70	37.83	235.00	13.02	N80° 08' 56"E	37.78						
C11	9.36	15.00	7.75	S50° 22' 05"E	9.21	C31	9.20	270.00	15.98	S46° 38' 18"E	9.20	C51	49.56	360.00	7.89	N80° 17' 17"E	49.51	C71	67.89	370.00	10.33	N89° 08' 39"E	6.67						
C12	5.76	15.00	22.02	S78° 15' 17"E	5.73	C32	40.60	135.00	15.98	N46° 38' 18"E	40.46	C52	30.97	225.00	7.89	S80° 17' 17"E	30.94	C72	4.16	235.00	1.01	S89° 08' 02"E	4.16						
C13	0.06	50.00	0.06	S88° 45' 38"E	0.75	C33	23.66	15.00	90.00	N42° 36' 54"E	21.21	C53	23.66	15.00	90.00	S45° 13' 44"E	21.21	C73	23.66	16.00	90.00	S44° 44' 23"E	21.21						
C14	0.08	50.00	0.09	S88° 47' 56"E	0.98	C34	24.59	85.00	16.57	N50° 47' 00"E	24.50	C54	9.50	230.00	13.05	S6° 11' 05"E	9.540	C74	30.07	102318	1.68	S33° 29' 27"E	30.07						
C15	10.12	50.00	11.59	S85° 50' 17"E	10.10	C35	47.51	60.00	46.37	S8° 18' 04"E	46.28	C55	33.31	370.00	14.29	N16° 37' 09"E	32.06	C75	90.26	102318	5.08	S33° 29' 27"E	90.23						
C16	37.94	185.00	11.59	N85° 50' 17"E	37.37	C36	17.46	60.00	16.66	S39° 11' 05"E	17.39	C56	38.12	235.00	8.39	N1° 07' 15"E	38.88	C76	146.87	102318	9.23	S45° 48' 06"E	146.69						
C17	10.12	50.00	11.59	S85° 50' 17"E	10.10	C37	90.14	185.00	22.96	N20° 38' 24"E	89.64	C57	67.89	360.00	16.63	N77° 32' 13"E	67.59	C77	30.07	102318	1.68	S33° 29' 27"E	30.07						
C18	74.14	185.00	22.96	N85° 33' 38"E	73.34	C38	23.66	15.00	90.00	S44° 44' 23"E	21.21	C58	39.54	235.00	9.23	S45° 48' 06"E	39.512	C78	23.66	15.00	88.18	S13° 01' 05"E	21.21						
C19	20.04	50.00	22.96	S43° 38' 01"E	19.80	C39	14.91	15.00	20.93	S79° 45' 57"E	14.53	C59	59.50	275.00	13.02	N32° 54' 18"E	59.49	C79	22.56	15.00	88.18	S4° 31' 34"E	20.49						
C20	74.14	185.00	22.96	N42° 36' 01"E	73.64	C40	63.62	175.00	20.93	N79° 45' 57"E	63.56	C60	37.83	235.00	13.02	S37° 54' 18"E	37.78	C80	167.93	60.00	140.36	S41° 37' 05"E	118.24						

[illegible]

EASEMENT LINE TABLE		
Line #	Length	Bearing
L101	11.19	N89° 55' 10"W
L102	6.89	S84° 51' 43"W
L103	14.13	S66° 00' 07"W
L104	48.85	S33° 44' 39"W
L105	64.20	N52° 14' 40"E
L106	46.71	N52° 14' 40"W
L107	80.68	S15° 51' 58"E
L108	259.90	S56° 09' 20"E
L109	94.57	N28° 01' 53"E
L110	166.32	N89° 46' 16"E
L111	94.50	N00° 13' 44"W
L112	20.00	S46° 46' 16"E
L113	50.00	S00° 15' 44"E
L114	133.34	S46° 46' 16"E
L115	106.99	N83° 11' 41"E
L116	2.75	S30° 40' 53"E
L117	23.60	S59° 19' 07"W
L118	2.67	S00° 05' 03"E
L119	18.18	S16° 37' 41"E
L120	1.95	S52° 45' 23"W

EASEMENT LINE TABLE		
Line #	Length	Direction
L221	20.16	N80° 30' 38"E
L222	10.36	S16° 42' 19"E
L223	18.64	S16° 42' 19"E
L224	17.85	S83° 50' 08"E
L225	18.11	S13° 54' 30"E
L226	50.87	S18° 48' 10"E
L227	31.65	S78° 30' 08"W
L228	56.05	N27° 26' 41"E
L229	2.51	S88° 45' 18"W
L230	12.20	S27° 11' 56"E
L231	30.70	S62° 37' 19"E
L232	20.77	S54° 05' 01"W
L233	1.68	N64° 53' 06"E
L234	12.02	S72° 16' 48"E
L235	5.41	N62° 33' 19"E
L236	10.00	S27° 26' 41"E
L237	9.57	S62° 33' 19"E
L238	12.26	N72° 16' 48"E
L239	5.76	S64° 53' 06"E
L240	39.29	S72° 12' 29"W

EASEMENT LINE TABLE		
Line #	Length	Direction
L261	124.58	N57° 05' 10" W
L262	0.00	???
L263	38.76	N56° 35' 39" W
L264	10.47	N83° 19' 37" E
L265	20.16	S87° 23' 06" W
L266	29.60	S64° 53' 06" W
L267	12.81	N13° 32' 23" E
L268	15.09	N72° 12' 29" E
L269	25.95	S64° 53' 06" W
L270	43.84	N42° 23' 06" E
L271	7.08	S61° 46' 00" W
L272	209.51	S00° 13' 44" E

EASEMENT CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C102	14.63	25.00	33.87	S 37° 32' 38"W	14.233
C103	40.13	40.00	57.48	S 83° 28' 13"W	36.466
C104	21.05	25.00	48.25	N 83° 36' 54"E	19.544
C105	21.11	60.00	16.96	N 39° 37' 02"E	20.500
C106	1.44	5.00	16.86	N 80° 22' 01"E	1.44
C107	13.51	60.00	12.91	N 0° 14' 50"E	13.49
C108	5.01	20.00	14.36	N 80° 06' 07"E	5.00
C109	14.26	15.00	54.67	N 62° 56' 31"E	13.723
C110	6.05	5.00	69.33	S 52° 57' 57"E	6.049
C111	43.73	40.00	40.98	N 60° 00' 00"E	43.73
C112	16.03	20.00	40.93	N 44° 14' 42"E	15.661
C113	33.11	45.00	42.16	N 33° 50' 10"E	32.373



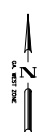
Know what's **below.**
Call before you dig.

COLLEGE OF COURT RECORDING INFORMATION



Know what's below.
Call before you dig

BENCHMARK: EX. SANITARY SEWER MAN-HOLE
ESTIMATE = \$137.50



STORM SYSTEM INVENTORY

TOTAL 18" RCP: 815.5'
TOTAL 24" RCP: 1013.4'
TOTAL 30" RCP: 506.5'
TOTAL 36" RCP: 832.6'
TOTAL 42" RCP: 88.4'

TOTAL 18" HDPE: 1133.5'
TOTAL 24" HDPE: 265.3'
TOTAL 30" HDPE: 270.8'
TOTAL 36" HDPE: 75.4'

TOTAL L.F. OF ALL STORM PIPES: 5026.4'














SEWER SYSTEM INVENTORY

TOTAL, 8" PVC: 3129.9'

ABBREVIATIONS LEGEND

AE	ACCESS EASEMENT
APL	ABOVE GROUND PIPELINE
BPT	BACKFLOW PREVENTER
BRF	BRICK PAVING
BS	BUILDING SETBACK LINE
C	CURB INLET
C	CENTERLINE
CMF	CONCRETE MONUMENT FOUND
C	CLEANOUT
C	CRANKED TOP PIPE
C	DOUBLE WING CATCH BASIN
E	ELECTRIC
E	FIELD DEPARTMENT CONNECTION
FES	FLARED END SECTION
F	FIND
FND	FIND HYDRANT
GM	GAS METER
GM	GAS VALVE
H	HEADWALL
H	JUNCTION BOX
MON	MONUMENT
OCS	OPEN POINT, STRUCTURE
O	OPEN PIPE
POB	POINT OF BEGINNING
P	POINT OF TERMINATION
R/W	RIGHT-OF-WAY
S	SANITARY
SMH	SANITARY SEWER MANHOLE
STRM	STREAM
S	SINGLE WING CATCH BASIN
Y	YARD INLET
C	CORRUGATED METAL PIPE
HDP	HIGH DENSITY POLYETHYLENE
PVC	POLYVINYL CHLORIDE PIPE
C	CONCRETE

SYMBOL LEGEND

-  BENCHMARK
-  EXISTING LOT NUMBER
-  FIRE HYDRANT
-  GRATE INLET
-  GREASE TRAP
-  GAS METER
-  GAS VALVE
-  HANDICAP PAVEMENT MARKING
-  POWER POLE
-  WATER METER
-  WATER METER VAULT
-  WATER VALVE
-  STREET LIGHT
-  EASEMENT OVERLAP

STORM SYSTEM INVENTORY

TOTAL 18" RCP:	815.5'
TOTAL 24" RCP:	1013.4'
TOTAL 30" RCP:	506.5'
TOTAL 36" RCP:	832.6'
TOTAL 42" RCP:	88.4'
TOTAL 18" HDPE:	1133.5'
TOTAL 24" HDPE:	265.3'
TOTAL 30" HDPE:	270.8'
TOTAL 36" HDPE:	75.4'
TOTAL L.F. OF ALL STORM PIPES:	5001.4'

SEWER SYSTEM INVENTORY

SEWER STS

AS REQUIRED BY SUBSECTION (d) OF O.G.C.A. SECTION 15-6-67, THIS PLAN HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICANT LOCAL GOVERNMENT OFFICIALS. APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON, SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAN AS AN INTENDED USE OF THE PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAN COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS SET FORTH IN:



May 6, 2025

REV	DATE	DESCRIPTION
DESIGNED BY:	BAC	
DRAWN BY:	STB	
REVIEWED BY:	JSM	

BGE
3467 TOWNMARK DRIVE, SUITE 100
KENNESAW, GEORGIA 30144
WWW.BGEINC.COM
PROJECT: 478-765-0888

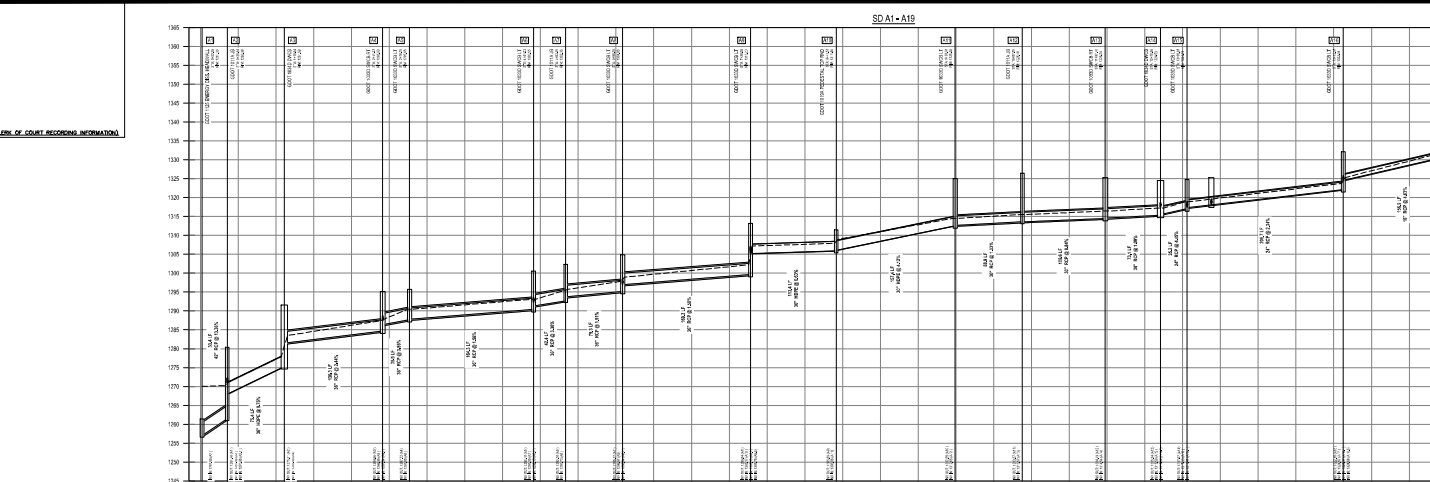
EASTWOOD HOMES
1010 MANSELL EXCHANGE BL.
BUILDING 302, SUITE 300
ALPHARETTA, GA 30022

**VILLAS AT
DAWSONVILLE**

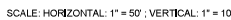
**STORM & SEWER
AS-BUILT**

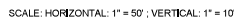


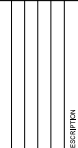
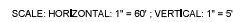
FILE NUMBER:
10195-00
DATE: MAY 6 2025

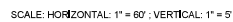


STORM PROFILES (1) 	VILLAS AT DAWSONVILLE 1.1 SQ. MI. LOT 478 10000 WILSON ROAD, SUITE 100 DAWSONVILLE, GA 30019 JASON COUNTRY, GEORGIA		EASTWOOD HOMES 10000 WILSON ROAD, SUITE 100 DAWSONVILLE, GA 30019 ALBANY, GA 31707 ALBANY, GA 31707 ALBANY, GA 31707		CO. # 001-001448 001-001448
	10000 WILSON ROAD, SUITE 100 DAWSONVILLE, GA 30019 ALBANY, GA 31707 ALBANY, GA 31707 ALBANY, GA 31707		10000 WILSON ROAD, SUITE 100 DAWSONVILLE, GA 30019 ALBANY, GA 31707 ALBANY, GA 31707 ALBANY, GA 31707		10000 WILSON ROAD, SUITE 100 DAWSONVILLE, GA 30019 ALBANY, GA 31707 ALBANY, GA 31707 ALBANY, GA 31707









FILE NUMBER:
10195-00
DATE: MAY 6, 2025
PAGE 16 OF 21

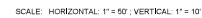
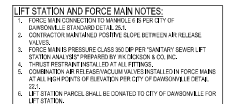
**VILLAS AT
DAWSONVILLE**

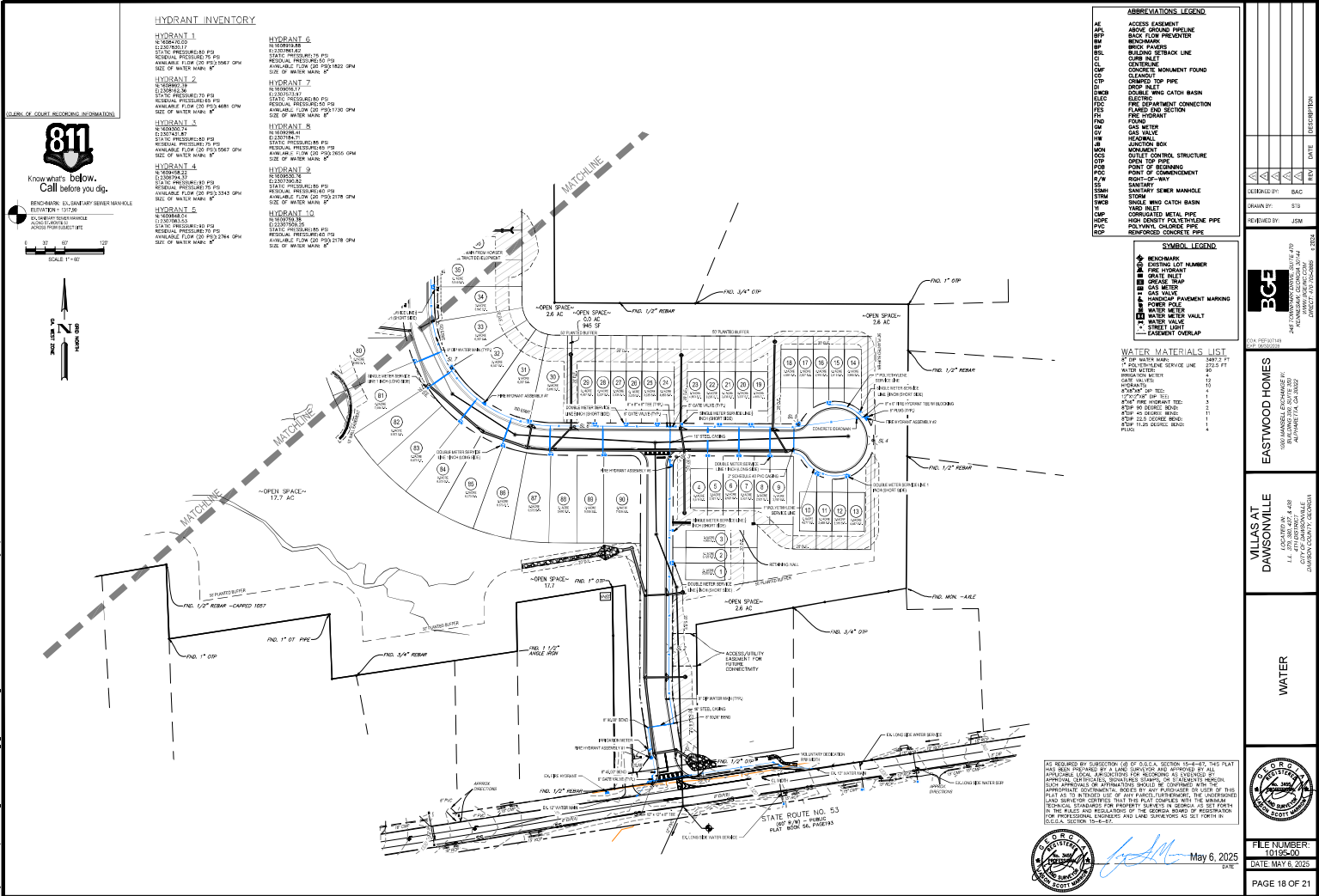
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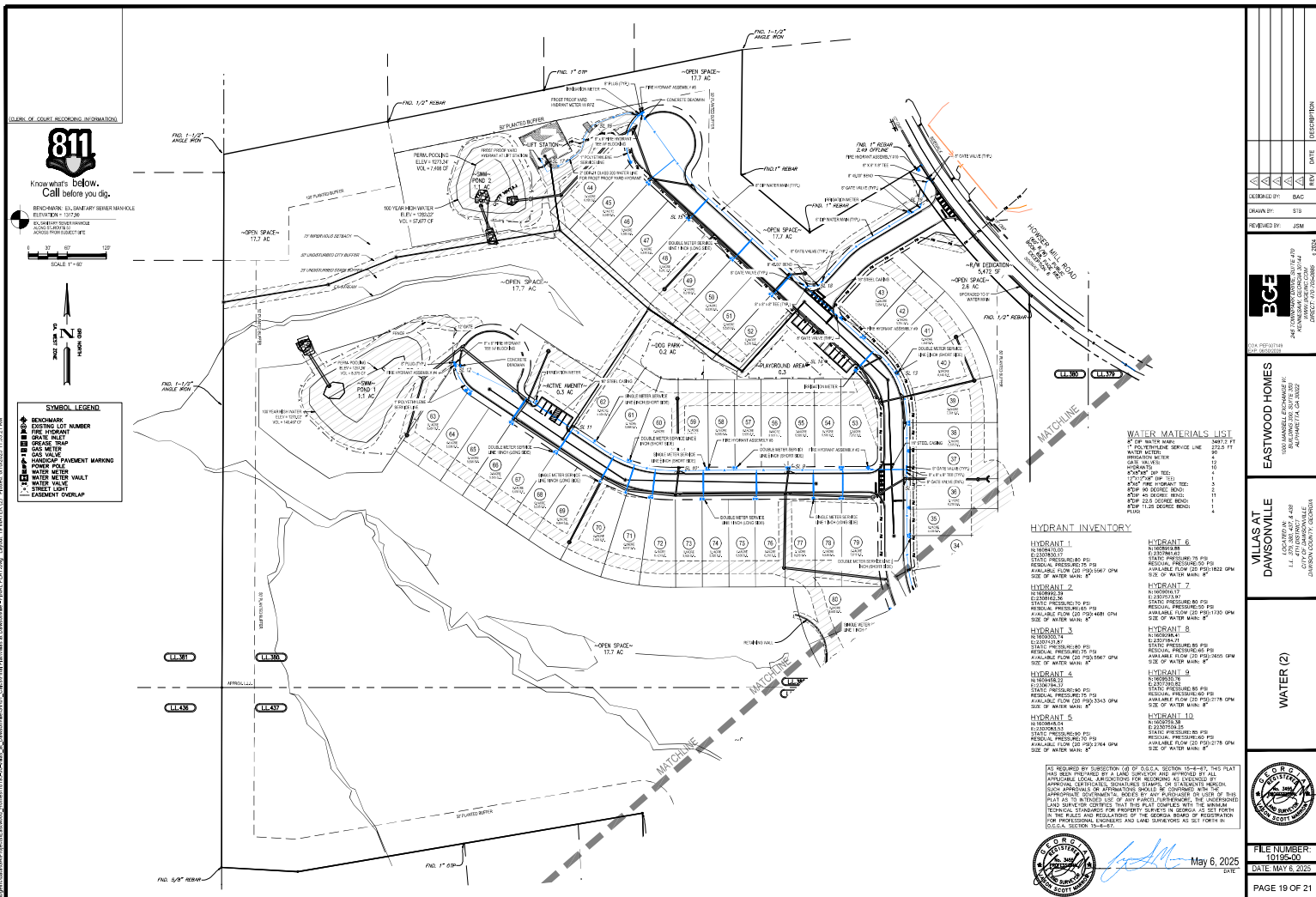
EASTWOOD HOMES

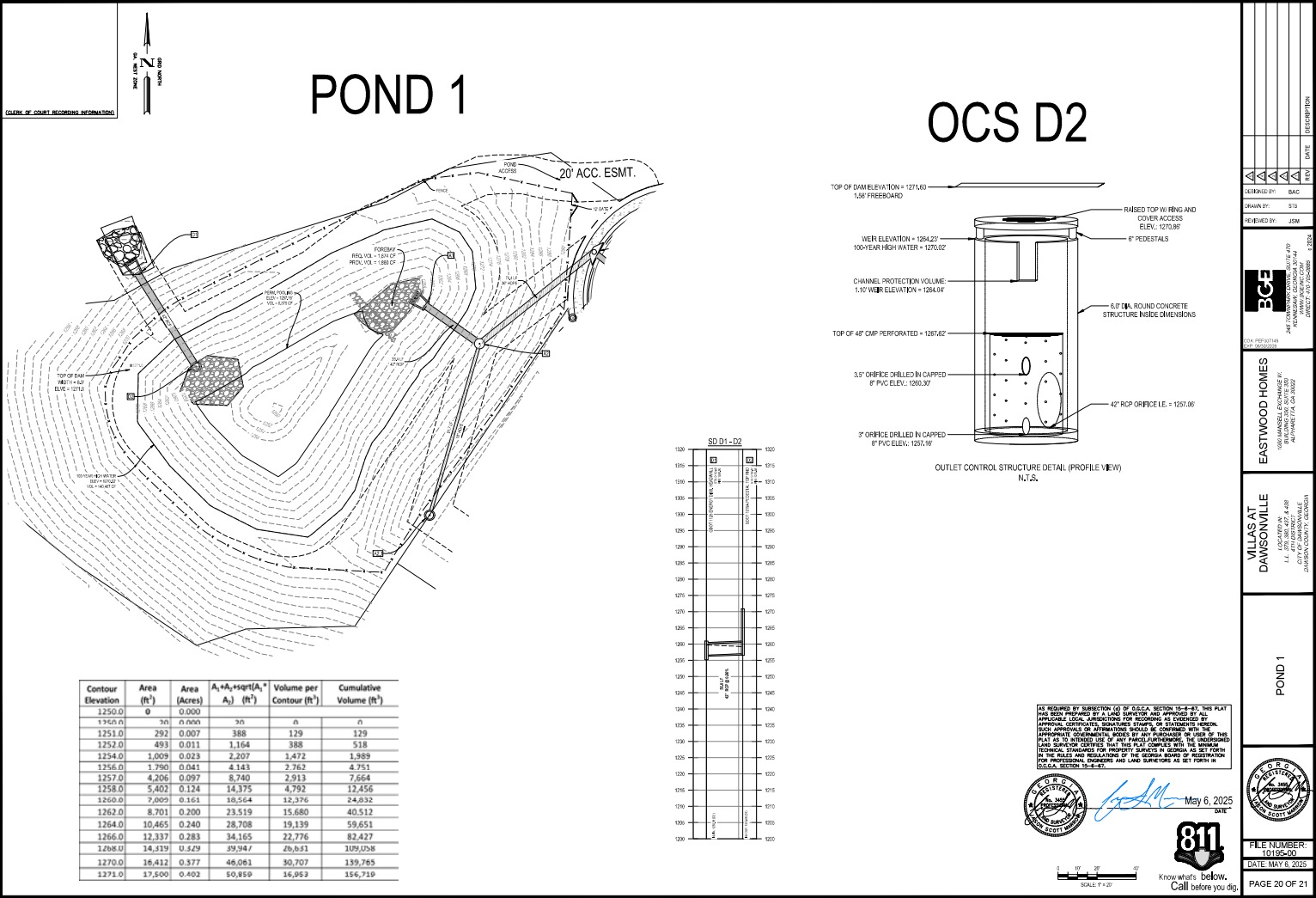


◀	◀	◀	◀	◀	
DESIGNED BY:		BAC			
DRAWN BY:		STB			
REVIEWED BY:		JSM			

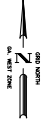




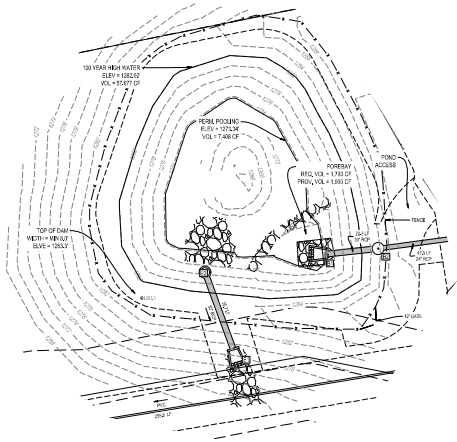




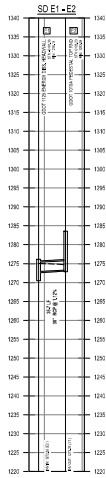
(OVER OF COURT RECORDING INFORMATION)



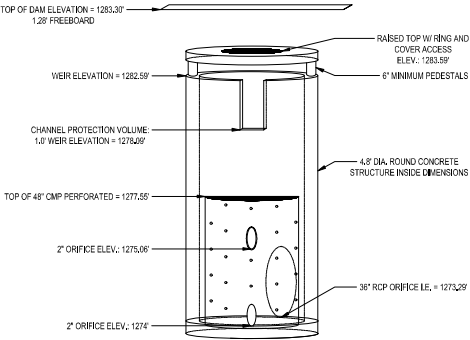
POND 2



Contour Elevation	Area (ft ²)	Area (Acres)	A ₁ +A ₂ +sqrt(A ₁ *A ₂)	Volume per Contour (ft ³)	Cumulative Volume (ft ³)
1267.0	0	0.000	0	0	0
1268.0	268	0.006	268	344	344
1270.0	843	0.019	1,868	1,246	1,589
1272.0	1,757	0.040	3,817	2,545	4,134
1273.0	2,794	0.064	6,767	2,256	6,390
1274.0	3,778	0.087	9,821	3,274	9,663
1276.0	5,043	0.116	13,186	8,791	18,454
1278.0	6,290	0.144	16,965	11,310	29,764
1280.0	7,619	0.175	20,832	13,858	43,622
1282.0	9,048	0.208	24,970	16,647	60,269
1283.0	9,801	0.225	28,266	9,422	69,720



OCS E2



OUTLET CONTROL STRUCTURE DETAIL (PROFILE VIEW)
N.T.S.

AS REQUIRED BY SUBSECTION 16-1-10 OF O.C.G.A. SECTION 16-1-10, THIS PLAN HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS PROVIDED BY APPLICABLE LOCAL ORDINANCES. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY THE LAND SURVEYOR AND ALL APPLICABLE LOCAL JURISDICTIONS. THE LAND SURVEYOR CERTIFIES THAT THIS PLAN COMPLETES THE WORKSHEED FOR THE PROJECT AND IS SUBJECT TO THE WORKSHEED FOR THE PROJECT AND IS SUBJECT TO THE WORKSHEED FOR THE PROJECT.



May 6, 2025
DATE



FILE NUMBER:
10195-00
DATE: MAY 6, 2025

STIPULATIONS CONCERNING ZA-C2300046

1. A planted buffer to City buffer standards of at least one hundred (100) feet in width shall be created along the boundary of parcels 082 020 001, 082 023 002 and 082 023 003. Additionally, a planted buffer to City buffer standards of at least fifty (50) feet in width shall be created between the development and any other adjoining property line. (Approved on June 3, 2019)
2. A maximum of seventy percent (70%) of land determined to be unusable, including, but no way limited to, floodplains, may be considered in calculating density. The overall number of units shall not exceed 90 units **(last stipulation it was 140)**. (Approved on June 3, 2019 / modified)
3. At no point in time may an entrance to the Property / Development be placed on Howser Mill Road other than for emergency access as required by the Fire Marshall. All access to the Property/Development shall be from Highway 53 (other than the emergency access on Howser Mill). (Approved on June 3, 2019)
4. Prior to and as precondition to the issuance of a Site Development Permit, the Owner and/or Developer of the Property /Development shall complete an independent Traffic Study (not done by applicant Ensite Civil Consulting, LLC) and have the same approved by the Georgia Department of Transportation and the City Street Department Director of the impact of the Property/Development as proposed including, not in no way limited to the placement of the traffic lights and/or round-about, as related to the entrance to the Property/Development on Ga. Highway 53 and/or the impact of the proposed development on Ga. Highway 53 Howser Mill Road intersection. Prior to and as a precondition to the issuance of a Site Development Permit, the Owner and/or Developer of the Property/Development shall fund and construct any street improvements called for in the Traffic Study as approved by the Georgia Department of Transportation and the City Street Department Director. (Approved on June 3, 2019)
5. Prior to and as a precondition to the issuance of a Site Development Permit, the Owner and/or Developer of the Property/Development will install at the Owner/Developer's expense such water and sewer lines as are necessary to reach the Property/Development from the existing City water and sewer line infrastructure as determined by the City Engineer, including the installation of any necessary sewer lift stations. (Approved on June 3, 2019)
6. The following shall be placed on all final plats and individual surveys, "NOTICE: This property lies withing a rural area and agricultural activities creating dust, noise, and odors may occur in the vicinity. Understanding this, the grantee and successors in title forgo their right to claim against any agricultural operator in the area who has not been negligent." (Approved on June 3, 2019)
7. The owner/developer shall keep the driveway for the adjacent property owner of TMP 083 009 open and will repair any damage sustained during construction. (Approved on June 3, 2019)
8. Dedicate to the City 20' ROW along the property line on Hwy. 53 West for future road improvements.
9. Dedicate to the City 20' ROW along the property line along Howser Mill Road for future road improvements.
10. All roads within the subdivision shall be public roads. The roads shall be built meeting the City's development standards. The City Engineer and /or the Planning and Zoning Director may request "loaded truck" roll over inspection and core tests, prior to final approval / acceptance of the final plat.
11. The owner/developer shall Grade (sidewalk installation ready) the front along Hwy. 53 West and front along Howser Mill Road for installation/accommodation of 5' sidewalk for future development. Such areas must be stabilized with grass or other means to avoid any erosion after grading.
12. The plans shall provide engineered designed (only) second entrance along Howser Mill Road for future access / development/connectivity.
13. Provide adequate size children's park / picnic area, meeting architectural design standards, for the residents with picnic/gathering area, children's play area, children's play equipment, adequate size (meeting architectural design standards) commercial designed and commercial material gazebo with fire pit. The developer shall submit list of children's play equipment to the Director, Planning and Zoning, for approval. This amenity area shall be completed and approved by the Building Official prior to obtaining Certificate of Occupancy prior to completion of 30% of the houses in the subdivision.

Exhibit "A"

14. The streetlights shall be of decorative design throughout the subdivision.
15. The emergency entrance gate, along Howser Mill Road, design, material and installation shall be approved by the Dawson County Fire Marshal and Director, Planning and Zoning. The owner/developer must submit copy of the approval document to the Director, Planning and Zoning Department for the City records.
16. The Knox Box/Lock must be as customary on similar projects in Dawson County and must have approval of the Fire Marshall.
17. The emergency entrance gate and surroundings along Howser Mill Road must be tastefully designed to match with the development of the subdivision houses (material, color, design etc.). The gate plan must be prepared by an engineer or an architect and approved by the Director, Planning and Zoning.
18. No two homes, next to each other and opposite to each other shall be of the same façade design, material, and facade color.
19. No two townhomes, next to each other and opposite to each other shall be of the same façade design, material, and facade color.
20. The mailbox area shall be designed to provide safe access and exit to the residents. The design shall be of covered mail kiosk, providing mailboxes, provide parcel boxes, well illuminated, and located at a safe and accessible location in the subdivision.
21. The existing trees shall be preserved, to the maximum possible extent on the property especially along throughout the property lines, stream buffers areas, any other unbuilt spaces. If there are gaps/openings in the existing vegetation/tree area, the owner/developer shall plant trees of matching/local species to provide visual screening. Such plan shall be submitted with Construction Plans to the Department of Planning and Zoning for review and approval.
22. At the subdivision, along the Hwy 53 entrance Two decorative styles, tastefully designed, entrance shall per permitted. One sign shall be permitted to be installed within dedicated 20' ROW, which may be removed whenever the Hwy. 53 West improvements are completed. The developer may choose to install additional sign of reasonable size along the Howser Mill Road frontage to direct the visitors to the main access / entrance at Hwy. 53 West.
23. The proposed site plan prepared, dated, 11.15.2022, file number 10195-00 is not "site specific" site plan. However, the developer/property owner shall follow this submitted site plan for preparation of final site plan.
24. The Planning and Zoning Director authorized to approve minor variations during the subdivision development process; however, he/she is not authorized to approved increased density. The applicant must pay the required fees to the City for variations. In addition, the Planning and Zoning Director is authorized to approve the following as Administrative Variance with the written request by the developer or project engineer or project manager with City's applicable fee schedule.
 - Front yard, side yard and rear yard setbacks. Variances shall not exceed 20 percent of the setback in applicable areas of this subdivision.
 - Building height. A variance may be granted up to, but not exceeding, ten feet if such variance does not allow space habitable by humans.
 - Parking. If the required parking standards cannot reasonably be met and if a variance will not adversely affect the spirit or intent of the ordinance, then a variance of not more than ten percent may be granted.
25. Access shall be provided from the main entrance road (Hwy 53 West) to the adjacent parcels 083 009 & 083 047. The developer/owner shall be granted in accordance with both City of Dawsonville and Georgia Department of Transportation (GDOT) requirements and shall include driveway aprons and access easements to the adjoining parcels.
26. Contribution of a minimum of Fifteen Thousand Dollars (\$15,000.00) towards the construction of sidewalks outside of the development from Hwy 53 to Howser Mill Road.

Exhibit "A"



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 16

SUBJECT: **2026 SOLID WASTE COLLECTION SERVICE RATE AND SERVICE CHARGE**

CITY COUNCIL MEETING DATE: 07/21/2025

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO CONSIDER APPROVAL OF THE 2026 SOLID WASTE COLLECTION SERVICE RATE OF \$15.90 PER CAN, PER MONTH FROM RED OAK SANITATION – NO INCREASE IN RATE, SAME SERVICE APPLIES

TO APPROVE THE CITY'S 2026 SERVICE CHARGE TO COVER THE ADMIN AND CAPITAL COSTS INCURRED FOR PROVIDING THE WASTE COLLECTION SERVICE TO RESIDENTS AT \$19.90 WHICH IS COST PLUS \$4.00 – NO INCREASE TO RESIDENTS

HISTORY/ FACTS / ISSUES:

- **FOURTH CONSECUTIVE YEAR OF NO RATE INCREASE FROM RED OAK SANITATION**
- **CITY HAS UTILIZED RED OAK SANITATION SINCE 2019 FOR SERVICE**
- **NON-APPROVAL OF RATE WOULD RESULT IN BIDDING SERVICE OUT**
- **CONTRACT WILL NEED TO BE UPDATED AND SIGNED ONCE RATES ARE APPROVED**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

STAFF RECOMMENDS APPROVAL

REQUESTED BY: Robin Gazaway, Finance Director/Jacob Barr, Utilities Director



Red Oak Sanitation
4405 Canton Hwy Ste. 100
Cumming, GA 30040-4342

RE: Solid Waste Collection Service

July 2, 2025

This is to serve as Red Oak Sanitation's response to the request for a proposal for the 2026 rate of compensation for the City of Dawsonville. There will be no rate increase. The rate of \$15.90 per home/per month for curbside service and \$10.00 per home for additional cart will remain in effect through 2026.

There are no notable changes to the current service, routes, or hours of collection as listed in the 2025 contract for Solid Waste Collection Service.

Please do not hesitate to contact me at john@redoaksanitation.com

Sincerely,

John Spagnuolo

John Spagnuolo
Business Development



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 17

SUBJECT: **NATIONAL OPIOID SETTLEMENT WITH PURDUE PHARMA**

CITY COUNCIL MEETING DATE: **07/21/2025**

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO REQUEST APPROVAL FOR OPIOID SETTLEMENT WITH PURDUE PHARMA

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

APPROVE AS PRESENTED

REQUESTED BY: Kevin Tallant, City Attorney

Settlement Document

Binding on State of Georgia When Executed by Georgia AG / Governor

State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with Purdue

Foreword

This Memorandum of Understanding between the State of Georgia *ex rel.* Chris Carr, Attorney General (the “State”), and certain Georgia Local Government entities (“LGs”) concerns the harms visited upon Georgia’s citizens and the State itself by certain manufacturers, distributors, and pharmacies (“Opioid Defendants”) of prescription opioids.

To address these harms, the State and certain LGs separately initiated litigation meant to hold Opioid Defendants accountable.

On December 31, 2021, the State entered into settlements with Opioid Defendants McKesson Corporation, AmerisourceBergen Corporation, Cardinal Health, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (together, the “National Distributor and J&J Settlements”).

Thereafter, the State and participating LGs entered into a Memorandum of Understanding to memorialize an agreement that would enable them to maximize the monetary help received from the National Distributor and J&J Settlements to address harms visited upon Georgia’s citizens and the State itself in the opioid crisis (the “2022 MOU”).

On June 17, 2025 the Governmental Entity Settlement Agreement was filed in In re: Purdue Pharma, L.P. et al., Case No. 19-23649-shl in the United States Bankruptcy Court for the Southern District of New York, Doc. 7592, (the “Purdue Opioid Settlement” or “Opioid Settlement”) that the State of Georgia and LGs are eligible to join.

During May 2025, the State opted into the Opioid Settlement. The LGs have until September 30, 2025 to opt in to the Opioid Settlement.

This Memorandum of Understanding (“Memorandum” or “2025 MOU”) aims to memorialize an agreement between the State and certain LGs that will enable them to maximize the monetary funds received from the Opioid Settlement to remediate the harms caused by the opioid crisis. The processes outlined in this Memorandum in large part replicate processes required under the 2022 MOU.

Settlement Document

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Except where the terms are different, the processes used in administration of the 2022 MOU shall be utilized for administration as required under this Memorandum.

I. Definitions

Capitalized terms shall have the same definitions as in the 2022 MOU with the exception of:

- a. “Legislative Bar” means O.C.G.A. § 10-13B-1 *et seq.*
- b. “Local Government Opioid Funds” means the funds allocated to local governments pursuant to Section II of this Memorandum.
- c. “Opioid Funds” means the total monetary amounts obtained through the Purdue Opioid Settlement as defined in this 2025 MOU which are allocated to Georgia and its Participating Local Governments under the Purdue Opioid Settlement.
- d. “Opioid Settlement” or “Purdue Opioid Settlement” means the Governmental Entity Settlement Agreement dated June 17, 2025 filed in In re: Purdue Pharma, L.P. et al., Case No. 19-23649-shl in the United States Bankruptcy Court for the Southern District of New York, Doc. 7592.
- e. “Parties” shall mean the State and the Participating Local Governments.
- f. “Participating Local Governments” shall mean:
 - (i.) all litigating subdivisions listed on Exhibit “C” of the Opioid Settlement, and
 - (ii.) nonlitigating subdivisions listed on Exhibit “G” of the Opioid Settlementthat choose to sign on to the Opioid Settlement and this Memorandum.
- g. “Released Entities” means the entities defined as such in the Opioid Settlement.

Settlement Document

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- h. “State Opioid Funds” means the funds allocated to the State pursuant to Section II of this Memorandum.
- i. “Trust” means the Georgia Opioid Crisis Abatement Trust, approved by the Gwinnett County Superior Court on February 16, 2023.
- j. “Trustee” means the Trustee of the Georgia Opioid Crisis Abatement Trust.

II. Allocation between State and Local Governments

- a. The Participating Local Governments shall collectively receive 25% of the Opioid Funds as their full allocation of Local Government Opioid Funds for all claims past and future of the Participating Local Governments. Local Government Opioid Funds shall be paid to a Settlement Fund Administrator as defined in the Opioid Settlement and distributed pursuant to the Opioid Settlement, with the following additional conditions:
 - (i) If a county which is a Participating Local Government under this Memorandum has a sheriff who is a Litigating Subdivision listed in the Opioid Settlement, at least 9.45% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the sheriff agreed to participate shall be allocated to that county’s sheriff to be used for Approved Purposes;
 - (ii.) If a county which is a Participating Local Government under this Memorandum has a hospital which is a Litigating Subdivision listed in the Opioid Settlement, at least 2% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the hospital agreed to participate shall be allocated to the hospital to be used for Approved Purposes; and
 - (iii.) If a county which is a Participating Local Government under this Memorandum has a school district which is a Litigating Subdivision listed in the Opioid Settlement, at least 1% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the school district agreed to participate shall

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be allocated to the school district to be used for Approved Purposes.

- b. The State shall receive 75% of the Opioid Funds as its full allocation of State Opioid Funds.
- c. Of the State's 75% share, after the payment of litigation fees and costs owed to the State's outside counsel pursuant to the agreement entered into on September 10, 2018 or as may be amended, 60% of the remaining funds shall be transferred by the receiving state agency through the Office of Planning and Budget to the State Treasury and spent at the direction of the State Legislature for Approved Purposes by appropriation and in compliance with the terms of the Opioid Settlement and this Memorandum. The remaining 40% after payment of fees and costs shall be transferred to the Trust by the receiving state agency and shall be expended by the Trustee on a regional basis ("Regional Distribution") as set forth in the Declaration of Trust, the 2022 MOU, and this 2025 MOU.
 - (i.) For purposes of the Regional Distribution under the Opioid Settlements, the Regions shall be the same as established pursuant to the 2022 MOU, including Qualifying Block Grantees.
 - (ii.) Each Qualifying Block Grantee shall receive its allocation of the Regional Distribution via a direct block grant so long as it certifies that it has sufficient infrastructure to provide opioid abatement services.
 - (iii.) The Trustee shall use the same allocation model as used under the 2022 MOU for the Regional Distribution.
 - (iv.) The Regional Advisory Councils established pursuant to the 2022 MOU shall have the same duties and responsibilities in connection with the funds allocated to the Trust pursuant to this 2025 MOU as under the 2022 MOU, including reporting requirements and making themselves available to consult with the Government Participation Mechanism and with Participating

Settlement Document

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Local Governments to best determine how funds will be spent for opioid remediation within the established Regions. In every instance the Trustee shall retain final authority over Regional Distributions.

III. Funds to be used for Approved Purposes; Clawback and Recoupment

- a. With the exception of administrative expenses as allowed under the Opioid Settlement, funds set aside for attorneys' fees and costs for State of Georgia outside counsel, and funds set aside for attorneys' fees for Local Government outside counsel pursuant to Section VI of this Memorandum, State Opioid Funds and Local Government Opioid Funds shall be used for Approved Purposes.
- b. Funds are to primarily (no less than 70 percent) be used for future abatement purposes. Funds used to reimburse the Parties for past abatement expenses may not be used to reimburse past Medicaid expenses or any other expense that would be subject to a federal clawback, recoupment, or similar mechanism.
- c. The State and Participating Local Governments shall work cooperatively to ensure the funds are spent within the spirit of this Memorandum and the Opioid Settlement, and shall further work cooperatively to actively defend the funds from federal clawback and/or recoupment, including, but not limited to, actively participating in any administrative procedure or other case or process related to defense of the funds from federal clawback and/or recoupment. In the event the federal government initiates and successfully claws back any Opioid Funds related to the Settlement, such amounts shall first be deducted from the total disbursements to be made to both the State and Local Governments in the calendar year the clawback claim is successfully made and shall thereafter be deducted from the total disbursements to be made in any subsequent calendar year if necessary. After such deduction, the allocation between the State and Participating Local Governments described in Section II of this Memorandum shall be applied to the remaining funds for the current calendar year or any subsequent calendar year if applicable. Deduction of amounts from the total disbursements shall include reimbursement of any amounts paid

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by the State or withheld from amounts due to the State as the result of a clawback and/or recoupment.

IV. Compliance and Reporting

- a. The Trustee shall provide an up-to-date accounting of payments into or out of the Trust and/or its subaccounts upon written request of the State or a Participating Local Government. The State, together with the Trustee, shall provide an annual report detailing: (1) the amounts received by the State and deposited into the State Treasury and the amounts remitted to the Trust; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed. The State and Trustee shall also include an assessment of how well resources have been used by the State and the Participating Local Governments to abate opioid addiction, overdose deaths, and the other consequences of the opioid crisis. The State shall publish its annual report and all Regional Advisory Council annual reports on its website.
- b. Expenses of the Trustee shall be deducted first from interest earned on funds held by the Georgia Opioid Crisis Abatement Trust, and then, if necessary, may be deducted from the corpus of Trust funds. Administrative expenses of the State shall be paid from or reimbursed out of State Opioid Funds as allowed under the terms of the Opioid Settlement.
- c. The Trustee and the State shall endeavor to keep such expenses reasonable in order to maximize the funding available for opioid abatement.
- d. Each Regional Advisory Council shall provide a report annually to the Trustee and Government Participation Mechanism detailing: (1) the amount received by each local government within the Region; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed and approved allocations. Each Participating Local Government within each Region shall provide any

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information necessary to facilitate such reporting to a single regional delegate selected by the Region to provide its annual report.

- e. If the State believes that any Participating Local Government has used funds for a non-approved purpose, it may request in writing the documentation underlying such alleged improper use of funds. If any ten (10) Participating Local Governments believe the State has used funds for a non-approved purpose, they may request jointly in writing the documentation underlying such alleged improper use of funds.
- f. The State and Participating Local Governments may object in writing to the Trustee to an allocation or expenditure on the basis that the allocation or Trust expenditure is inconsistent with Section III of this Memorandum or violates Section IV.c of this Memorandum regarding reasonable expenses of the Trustee.
- g. Any party to this Memorandum who receives a written request sent pursuant to IV.f or IV.e shall have 21 days to respond to such request, which may be extended by mutual consent.
- h. A party who makes a written request pursuant to IV.f may file an action in the Superior Court of Gwinnett County within one year of its objection seeking a determination as to the validity of the objection.
- i. If, after a written objection made pursuant to IV.e, it appears to the State that a Participating Local Government has spent funds on non-approved purposes, the State may seek and obtain an injunction in the Superior Court of Gwinnett County prohibiting the Participating Local Government from spending further funds on non-approved purposes, and ordering the return of monies spent on non-approved purposes. So long as any such action is pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the Trustee or national Settlement Fund Administrator and shall only resume after the action is resolved. Once the action is resolved, suspended payments to the Participating Local Government shall resume, less any amounts ordered returned that have not yet been returned as of the date of the resumption of suspended payments.

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- j. Attorney's fees and costs are not recoverable in actions brought under this Section.

V. Litigation Bar

- a. All Parties expressly acknowledge that this 2025 MOU qualifies under O.C.G.A. § 10-13B-2(a)(4)(E) and that the Opioid Settlement is a state-wide opioid settlement as that term is defined in O.C.G.A. § 10-13B-2(4).

VI. Attorney's Fees; Costs and Expenses

- a. Section VII of the 2022 MOU is incorporated by reference as though fully set forth herein.

VII. Future Agreements and Negotiations

- a. Nothing in this Memorandum shall bind the Parties concerning any future opioid settlements other than the ones expressly contemplated in (1) this Memorandum or (2) any amendments to this Memorandum made pursuant to Section VIII.b. Other than those Released Entities who are parties to the Opioid Settlement, the Parties are free to engage in settlement negotiations with any Opioid Defendants without prior consent or participation of any other party to this Memorandum.
- b. The Parties shall endeavor, insofar as is reasonably practicable, to keep each other apprised of future negotiations concerning future opioid settlements. Nothing in this provision shall require the parties to violate any duty, obligation, or promise of confidentiality, non-disclosure agreement, common interest agreement, court order concerning non-disclosure, or similar non-disclosure obligation concerning negotiations regarding future opioid settlements. For the avoidance of doubt, LGs shall not be required to disclose, among other things, any information relating to negotiations between groups of local governments and Opioid Defendants, and the State shall not be required to disclose, among other things, any information relating to negotiations between states or groups of states and Opioid Defendants.

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VIII. Miscellaneous

- a. This Memorandum shall be governed by Georgia law.
- b. The Parties may make amendments to this Memorandum as necessary. Amendments shall be in writing and shall require the consent of all Parties to this Memorandum. Proposed amendments shall be circulated to all Parties through designated contacts provided in their Acknowledgement, after which Parties shall have 30 days to agree or object to the proposed amendment. Parties who do not respond shall be deemed to have consented to the amendment for purposes of this Section VIII.b.
- c. Jurisdiction and venue regarding any disputes between or among the Parties concerning this Memorandum or the interpretation thereof shall lie in the Superior Court of Gwinnett County, Georgia.
- d. This Memorandum terminates automatically with respect to the Opioid Settlement in the event the Opioid Settlement is terminated by the parties to it.
- e. By entering into this Memorandum, a local government agrees to participate in the Opioid Settlement.
- f. If less than 65% of the litigating LGs participate in the Opioid Settlement, this Memorandum is voidable by the State.

* * * * *

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ATTACHED EXHIBITS:

**EXHIBIT 1: ACKNOWLEDGEMENT AND AGREEMENT TO BE
 BOUND TO MEMORANDUM OF UNDERSTANDING**

Exhibit 1

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND BY MEMORANDUM OF UNDERSTANDING

WHEREFORE, the undersigned, as a duly-appointed representative of the below-referenced entity, acknowledges the following:

- **The City of Dawsonville, Georgia has received the **State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with Purdue Pharma, L.P. and other related entities as defined in the Purdue Opioid Settlement.****
- The undersigned is a duly-appointed representative of The City of Dawsonville, Georgia, and has the authority to execute this document and bind The City of Dawsonville, Georgia to the Memorandum.
- The City of Dawsonville, Georgia is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum.
- The undersigned, on behalf of The City of Dawsonville, Georgia, understands and acknowledges the terms of the Memorandum, and The City of Dawsonville, Georgia agrees to be bound by its terms.
- No party is under duress or undue influence.

/s/ _____

Name: John Walden

Title: Mayor

Date: July 21, 2025

Entity: The City of Dawsonville, GA

Designated Contact for Purposes of Section VIII.b:

Name: Jacob Evans

Title: City Manager

Address: 415 Hwy. 53East

Dawsonville, Georgia 30534

Email: citymanager@dawsonville-ga.gov



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 18

SUBJECT: **DISCUSS GOLD CREEK DRIVE**

CITY COUNCIL MEETING DATE: **07/21/2025**

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST: **TABLED FROM THE 06/16/2025 MEETING**

TO DISCUSS GOLD CREEK DRIVE

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: John Walden, Mayor



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 19

SUBJECT: _____ **STAFF REPORT: CITY MANAGER** _____

CITY COUNCIL MEETING DATE: 07/21/2025

BUDGET INFORMATION: GL ACCOUNT # _____ NA _____

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

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

PURPOSE FOR REQUEST:

TO PROVIDE CITY UPDATES

HISTORY/ FACTS / ISSUES:

SEE ATTACHED OUTLINE

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Jacob Evans, City Manager

Concerts at Mainstreet Park: Dates are scheduled, and the main bands have signed (opening acts are still in the works). August 23rd will be our first concert. That concert will feature a Bob Seager Tribute Band. September 27th will be our second concert and will feature Alex Young and Friends. This concert will be Christian themed, partnering off the success of our "Gospel in the Park Concert" last year.

RFP for Information Technology Services: We have narrowed the search to a handful of companies and are reaching out for references at this point. Thanks to Bev, Stacy, and Robin for helping throughout this process.

GRHOF: HVAC problems occurred that require overwatch by Public Works staff.

Maple Street, Richmond Drive & Pearl Chambers Bid Opening: Allied Paving was awarded big. We are still working with the engineer and contractor to determine the start date for this project.

Wastewater Treatment Plant: We are currently preparing the huge GEFA checklist. The loan agreement is with our attorney for his review, and we will also need an opinion from him. The Project Performance Worksheet is being prepared by GBT, and our auditor is preparing a letter as well. Once we get those, we can complete the agreement for review by the City Council along with a resolution.

Special Events, 2025 Food Truck Night & Christmas Event Dates: Our next Friday Food Truck Night is today, July 11th. Future dates for the remainder of food truck nights in 2025 are: August 1st, September 12th, and October 10th. Our Christmas Tree Lighting, Parade, Jingle Market, Santa, entertainment, and food trucks will be on November 22nd. Lastly our Amicalola Regional Farmer's Market is continuing each Saturday.

Patio Project: Phase I is complete except for planter boxes. We have finalized plans for Phase II, extending the patio/sidewalk to Main Street Park and work to start soon. Patio furniture is being delivered and assembled as we continue to finish Phase 1.

New Shelter & Restroom: The new shelter is complete. Framing is complete. Rock has been installed on the lower half of the building. The electrician is working, and taps were made for connection of the facility to both the water and sewer lines

Ordinance Review: We have three options: CPL has given us two quotes. 1) The first would be for \$33,000 to identify contradictions, irregularities, or things that could be simplified in our ordinances. The expected timeline is 4-6 months for this option. Please note that it is only for the identification of those things, not rewriting new ordinances from that information. 2) Their quote to identify AND rewrite was \$93,000. The expected timeline for this option was 10-12 months. 3) Kevin, our attorney, has given us an option that would most likely be less expensive, but would be much longer than 4-6 months.

Water System Capacity Increase: We are working with our attorney to purchase the 5.98 (+/-) acres discussed at the last CC Meeting

SPLOST VIII: Staff are developing project lists and cost estimates.

EWSA Service Delivery Agreement: As we review the agreement that has been in place for about a year, we have identified three concerns moving forward that we are discussing with the City Attorney for appropriate action.

Shoal Creek Bridge Construction & Paving Project: This project is underway including road upgrades and a roundabout at Hwy 136 and Shoal Creek Road with paving underway.

Gold Creek Foods Mediation: Mediation efforts continue.

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, and the sewage lift stations. We are still being considered as GEMA asked for some additional information this week.

Trail from Dog Park to Stonewall Subdivision: The survey is complete, and we have found out one manhole will need to be lowered and one raised. This will impact on the cost. We are awaiting the estimates for that work.

Personnel:

- Downtown Director Amanda Edmondson has returned to work as of Wednesday, July 16th. We are glad to have her back.
- Please keep John Tatum, his wife Skyler, and their newborn, Holton Luke up in prayer as the doctor's try to determine what is causing some breathing problems. Your prayers are coveted and appreciated. He remains in the hospital at Children's Health Care of Atlanta.
- Please keep Annette Watson in your prayers. She was admitted to the hospital for issues with intestines/stomach.

Leak Adjustments

- Total adjustments for 3 (three) accounts were \$153.76
- Water: \$75.88
- Sewer: \$77.88



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 20

SUBJECT: _____ **STAFF REPORT: FINANCE DIRECTOR**

CITY COUNCIL MEETING DATE: 07/21/2025

BUDGET INFORMATION: GL ACCOUNT # _____ NA

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

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

PURPOSE FOR REQUEST:

FINANCIAL REPORTS REFLECTING FUND BALANCES AND ACTIVITY THROUGH JUNE 30, 2025 ARE ATTACHED

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Robin Gazaway, Finance Director

CITY OF DAWSONVILLE, GEORGIA
GENERAL FUND
July 1, 2024 -June 30, 2025

100%
Except Accts Pay

	Budget	Actual	Percentage
REVENUES			
Taxes	\$ 2,546,100	\$ 2,665,901	104.71%
Licenses and permits	93,100	106,593	114.49%
Intergovernmental revenues	56,000	143,135	255.60%
Fees	331,700	433,161	130.59%
Other	185,400	330,916	178.49%
Total revenues	3,212,300	3,679,706	114.55%
EXPENDITURES			
Department:			
Council	166,200	155,064	93.30%
Mayor	65,700	57,183	87.04%
Elections	20,000	-	0.00%
Administration	1,170,762	992,328	84.76%
City Hall building	189,500	189,925	100.22%
Animal control	2,040	492	24.12%
Roads	725,800	780,562	107.55%
Parks	114,200	141,794	124.16%
Planning and zoning	569,000	562,720	98.90%
Economic development	189,098	241,421	127.67%
Total expenditures	3,212,300	3,121,489	97.17%
TOTAL REVENUES OVER EXPENDITURES		558,217	
Transfer in From Reserves		(558,217)	
NET CHANGE IN FUND BALANCE		-	

CITY OF DAWSONVILLE, GEORGIA
WATER, SEWER, AND GARBAGE FUND
July 1, 2024 - June 30, 2025

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Water fees	\$ 950,000	\$ 1,045,353	110.04%
Sewer fees	1,050,000	1,458,130	138.87%
Garbage fees	301,200	363,379	120.64%
Miscellaneous	<u>269,600</u>	<u>238,016</u>	<u>88.28%</u>
Total revenues	<u>2,570,800</u>	<u>3,104,878</u>	<u>120.77%</u>
EXPENDITURES			
Depreciation	633,000	667,523	105.45%
Garbage service	301,200	281,424	93.43%
Group insurance	200,600	160,937	80.23%
Insurance	600	45,428	7571.33%
Interest	77,000	53,225	69.12%
Payroll taxes	28,000	34,031	121.54%
Professional	203,000	135,504	66.75%
Miscellaneous	163,200	167,840	102.84%
Repairs/supplies	286,000	283,014	98.96%
Retirement	30,000	30,932	103.11%
Salaries	332,000	453,226	136.51%
Technical services	104,000	142,027	136.56%
Utilities	<u>212,200</u>	<u>200,216</u>	<u>94.35%</u>
Total expenditures	<u>2,570,800</u>	<u>2,655,327</u>	<u>103.29%</u>
INCOME (LOSS)		<u><u>449,551</u></u>	

CITY OF DAWSONVILLE, GEORGIA

SPLOST VI

July 1, 2024 - June 30, 2025

SPLOST VI

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Taxes	-	-	#DIV/0!
Interest	1,400	893	63.79%
Other	<u>7,600</u>	<u>-</u>	<u>0.00%</u>
Total revenues	<u>9,000</u>	<u>893</u>	<u>9.92%</u>
EXPENDITURES (Capital Outlays)			
City hall acquisition	-	25	#DIV/0!
Roads and sidewalks	-	-	#DIV/0!
Public works equipment - roads	-	-	0.00%
Sewer projects	-	-	0.00%
Public works equipment - sewer	-	-	0.00%
Water projects	-	-	0.00%
Public works equipment - water	-	-	0.00%
Farmers market	9,000	9,000	100.00%
Parks and recreation	<u>-</u>	<u>-</u>	<u>0.00%</u>
Total expenditures	<u>9,000</u>	<u>9,025</u>	<u>100.28%</u>
TOTAL REVENUES OVER EXPENDITURES		(8,132)	
Transfer in From Reserves		<u>8,132</u>	
NET CHANGE IN FUND BALANCE		<u><u>-</u></u>	

CITY OF DAWSONVILLE, GEORGIA

SPLOST VII

July 1, 2024 - June 30, 2025

SPLOST VII

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Taxes	1,300,000	1,286,951	99.00%
Interest	70,000	87,227	124.61%
Other	<u>1,535,000</u>	<u>-</u>	<u>0.00%</u>
Total revenues	<u>2,905,000</u>	<u>1,374,178</u>	<u>47.30%</u>
EXPENDITURES (Capital Outlays)			
City hall acquisition	1,000,000	120,485	12.05%
Roads and sidewalks	1,000,000	80,241	8.02%
Public works equipment - roads	25,000	-	0.00%
Land Acq. / Downtown	-	-	0.00%
Public works equipment - sewer	-	-	0.00%
Water projects/Sewer Projects	780,000	7,925	0.00%
Public works equipment - water	-	-	0.00%
Farmers market	-	-	#DIV/0!
Parks and recreation	<u>100,000</u>	<u>39,048</u>	<u>0.00%</u>
Total expenditures	<u>2,905,000</u>	<u>247,699</u>	<u>8.53%</u>
TOTAL REVENUES OVER EXPENDITURES		1,126,479	
Transfer in From Reserves		<u>(1,126,479)</u>	
NET CHANGE IN FUND BALANCE		<u><u>-</u></u>	

CITY OF DAWSONVILLE, GEORGIA

TSPLOST

July 1, 2024 - June 30, 2025

TSPLOST

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Taxes	-	392,117	#DIV/0!
Interest	-	3,849	#DIV/0!
Other	-	-	0.00%
	<u>-</u>	<u>-</u>	<u>0.00%</u>
Total revenues	<u>-</u>	<u>395,966</u>	<u>#DIV/0!</u>
EXPENDITURES (Capital Outlays)			
	-	-	#DIV/0!
Roads	-	-	#DIV/0!
	-	-	0.00%
	-	-	0.00%
	-	-	0.00%
	-	-	0.00%
	-	-	0.00%
	-	-	#DIV/0!
	<u>-</u>	<u>-</u>	<u>0.00%</u>
Total expenditures	<u>-</u>	<u>-</u>	<u>#DIV/0!</u>
TOTAL REVENUES OVER EXPENDITURES		395,966	
Transfer in From Reserves		<u>(395,966)</u>	
NET CHANGE IN FUND BALANCE		<u>-</u>	