

**AGENDA**  
**CITY COUNCIL REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, August 4, 2025**  
**5:00 P.M.**

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1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
  - a. Approve Minutes
    - Regular Meeting and Work Session held July 21, 2025
    - Executive Session held July 21, 2025
8. Swearing In of Ethics Board Members

**PUBLIC HEARING**

9. 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.

**BUSINESS**

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.
11. Request for Fee Waiver: Exceptional Children's Festival, October 11, 2025
12. Georgia Environmental Finance Authority (GEFA) Loan Agreement and Resolution
13. Ordinance No. 04-2025: An Ordinance Affecting The Compensation Of The Governing Authority; To Address Compensation For Meetings Beyond The Regular Meetings Of The Governing Authority; And For Other Purposes. First Reading: August 4, 2025; Second Reading and Consideration to Adopt: August 21, 2025
14. Hunting on City Property

**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, August 18, 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

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SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 08/04/2025

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PURPOSE FOR REQUEST:

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

- a. Approve Minutes
    - Regular Meeting and Work Session held July 21, 2025
    - Executive Session held July 21, 2025
-



# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 7a

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SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 08/04/2025

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BUDGET INFORMATION: GL ACCOUNT # NA

☐ Funds Available from:        Annual Budget        Capital Budget Other       

☐ Budget Amendment Request from Reserve:        Enterprise Fund        General Fund

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PURPOSE FOR REQUEST:

**TO APPROVE THE MINUTES FROM:**

- REGULAR MEETING AND WORK SESSION HELD JULY 21, 2025
  - EXECUTIVE SESSION HELD JULY 21, 2025
- 

HISTORY/ FACTS / ISSUES:

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OPTIONS:

**AMEND OR APPROVE AS PRESENTED**

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly Banister, City Clerk

**MINUTES**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, July 21, 2025**  
**5:00 P.M.**

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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 Jacob Evans, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utilities Director Jacob Barr, Finance Director Robin Gazaway, Director of Downtown Development Amanda Edmondson, Zoning Administrative Assistant Stacy Harris and Sarah McQuade from CPL.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Phillips.
4. **ANNOUNCEMENTS:** Mayor Walden reminded citizens that City Hall has a donation box available in the lobby for the Family Connection Stuff the Bus donation program. Councilmember French stated for the record, that agenda item #18 references Gold Creek Drive and his employer resides on Gold Creek Drive along with approximately ninety other residents.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda with the removal of Item #12 made by M. French; second by C. Phillips. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** None
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following item (a) made by S. Sawyer; second by W. Illg. Vote carried unanimously in favor.
  - 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:** The Mayor and Council recognized Chase Bennett as the June Employee of the Month and Caleb Reece as the Spring Employee of the Quarter.
9. **PROCLAMATION: 2025 GEORGIA RACING HALL OF FAME INDUCTEES:** Mayor Walden announced the Induction Ceremony will take place on August 2, 2025 beginning at 1:00 p.m. and read the proclamation honoring the 2025 class of 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.

Sarah McQuade from CPL read the variance request and provided the details. She stated staff is recommending approval with two conditions; (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; and (2) This approval is not transferable to any other tenant or property owner and shall only apply to the subject applicant and property owner.

Motion to open the public hearing made by M. French; second by C. Phillips. Vote carried unanimously in favor. Mayor Walden conducted the public hearing.

The following person spoke in favor of the request:

- William Marshall, 3615 Braselton Hwy. #201, Dacula, GA – He is representing the applicant, Integrity Engineering, and provided an overview of the request. He reviewed the property,



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site plan and the specifications of the sign request on each side of the building. Lastly he reviewed the variance approval criteria.

No one spoke in opposition to the request.

Motion to close the public hearing made by W. Illg; second by S. Sawyer. Vote carried unanimously in favor. Mayor Walden stated this item will be on the August 4, 2025 City Council meeting for a decision.

## **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.  
  
Sarah McQuade from CPL provided the history of the variance request and reported staff found no justification for a hardship to grant the variance.  
  
Motion to deny VAR-C2500187 made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.
12. Item removed from the agenda
13. **REQUEST FOR FEE WAIVER AND ROAD CLOSURE: A FAMILY FAIR SPECIAL EVENT, AUGUST 8, 2025**: Layla McBrayer, the new Director of Family Connection, introduced herself to Council and provided the details about the free resource event for the community.  
  
Motion to approve the fee waiver of \$50 for the permit and \$225 for the pavilion rental and to close Main Street through the park beginning at 4:00 p.m. on August 8, 2025 made by S. Sawyer; second by M. French. Vote carried unanimously in favor.
14. **RESOLUTION NO. R2025-05: GEORGIA STATE PATROL POST #37 DONATION**: Motion to approve Resolution No. R2025-05 as presented made by M. French; second by W. Illg. Vote carried unanimously in favor. (Exhibit "A")
15. **CONSIDERATION OF FINAL PLAT FOR VILLAS AT DAWSONVILLE**: Motion to approve the final plat for Villas at Dawsonville as presented made by W. Illg; second by C. Phillips. Vote carried unanimously in favor. (Exhibit "B")
16. **2026 SOLID WASTE COLLECTION SERVICE RATE AND SERVICE CHARGE**: Mayor and Council discussed the possibility of moving the waste collection date from Wednesday to Monday with Red Oak Sanitation representative John Spagnuolo. He will let staff know if that is possible; he confirmed the service rate would not change for either day of service.  
  
Motion to approve the 2026 solid waste collection service rate from Red Oak Sanitation at \$15.90 per can, per month, and the service charge for \$4.00 per can, per month made by C. Phillips; second by S. Sawyer. Vote carried unanimously in favor.
17. **NATIONAL OPIOID SETTLEMENT WITH PURDUE PHARMA**: Motion to approve as presented made by W. Illg; second by M. French. Vote carried unanimously in favor.

## **WORK SESSION**

18. **DISCUSS GOLD CREEK DRIVE**: Public Works Director Hansard reported he needs direction from the Council. Councilmember Illg believes they had previously discussed fixing the curved portion of the road that may have been incorrect and/or the road in its entirety with concern regarding the cost to do so. Mayor Walden and Councilmember Phillips stated it was the curb also and suggested

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having Mr. Hansard get a survey to see if there is an issue. Councilmember Illg stated if it is not correct, it needs to be fixed. Councilmember French expressed his concern about the ordinance not being followed originally and would not put a price tag on fixing the road in its entirety. Mr. Hansard reported the price of the survey would be approximately \$800 and it would not be for the entire road, just the area in question. Discussion occurred regarding ownership of the road. Attorney Tallant stated once the survey is complete and a legal description is provided, title work could be performed to determine the owner so as to request permission if any work needs to be done

Motion to approve getting a survey in the amount of \$800 as discussed made by W. Illg; second by C. Phillips. Councilmember French believes according to the City's ordinance it should have included further up the road and been brought up to City standards. He stated the residents deserve to have some action taken but in his opinion it is not the correct action and believes the entire road should be made right. Councilmember Phillips stated they had discussed previously it is a gray area and the Council is attempting to look at their ordinances to be sure going forward there is no gray area. Discussion occurred regarding conversations with the homeowners/HOA; Mayor Walden asked Mr. Hansard to reach out to them. Councilmember Illg thanked the communities using the road daily recognizing it has taken time to work through the issue. Vote carried unanimously in favor.

#### **STAFF REPORTS**

- 19. JACOB EVANS, CITY MANAGER:** He reported the leak adjustments for the month were \$153.76. He also announced Food Truck Friday is August 1, 2025 and the City has scheduled two concerts. The first will be a Bob Seger tribute band and will be held on August 23, 2025 and the second will be a Christian themed band and will be held on September 27, 2025. Both concerts will begin at 7:00 pm. Lastly, he announced Tommy Townsend will be performing Saturday, July 26, 2025 at Granddaddy Mimms.
- 20. ROBIN GAZAWAY, FINANCE DIRECTOR:** Financial reports were provided to represent fund balances and activity through June 30, 2025.

#### **MAYOR AND COUNCIL REPORTS:**

Mayor Walden thanked the community for coming out to his Chat with the Mayor event and expressed his gratitude to Councilmembers French and Illg for participating in the event also. He is planning another Chat with the Mayor event in October and invites the public to attend. He also reported he attended the GMA Convention in Savannah last month and came back with some great information. He suggested developing a Community Board which could include leaders from the City and County to network, exchange ideas, discuss growth and work together.

Councilmember Illg stated he spoke with a couple of Dawson County Commissioners about holding a joint retreat in the future and they were receptive to meeting.

#### **EXECUTIVE SESSION**

At 5:46 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 W. Illg; second by M. French. Vote carried unanimously in favor.

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

At 7:39 p.m. a motion to resume regular session was made by M. French; second by S. Sawyer. Vote carried unanimously in favor.

**MINUTES**  
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**ADJOURNMENT**

At 7:40 p.m. a motion to adjourn the meeting was made by C. Phillips; second by W. Illg. Vote carried unanimously in favor.

***Approved this 4<sup>th</sup> day of August, 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 July 21, 2025.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 546 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 21<sup>st</sup> day of July 2025; By the City of Dawsonville, Mayor and Council:

  
John Walden, Mayor

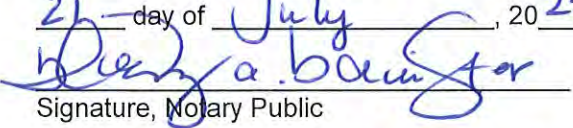
  
Caleb Phillips, Councilmember Post #1

  
William Illg, Councilmember Post #2

  
Sandra Sawyer, Councilmember Post #3

  
Mark French, Councilmember Post #4

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

  
Signature, Notary Public

My Commission expires: Feb 18, 2028





**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 21<sup>st</sup> day of July 2025.

**MAYOR AND DAWSONVILLE CITY  
COUNCIL**

By:

  
John Walden, Mayor



Caleb Phillips, Councilmember Post 1



William Illg, Councilmember Post 2

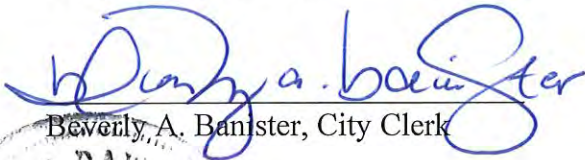


Sandra Sawyer, Councilmember Post 3



Mark French, Councilmember Post 4

ATTESTED TO BY:



Beverly A. Banister, City Clerk



**ZONING:RPC (ZA-C2300046)**  
**L.L. 379, 380, 437, & 438**  
**4TH DISTRICT**  
**CITY OF DAWSONVILLE**  
**DAWSON COUNTY, GEORGIA**

27-5

1	TOTAL NUMBER OF LOTS	81	0 OPEN SPACE (PROPOSED)	32.5%
2	LOT COVER	2.34 SQ/AC	0 TRUNK (PROPOSED) OR DEAD	(1)
3	TOTAL ROAD AGE	100	10 NEAR TRUNK (PROPOSED)	(1)
4	TOTAL AVERAGE ROAD R/W	40'-0"	1 SIDE BUILDING SETBACK (MAJOR/BLVD)	24.75'
5	TOTAL AVERAGE LOT W/TH	24'-0"	0 MINIMUM LOT W/TH	(1)
6	PERCENTAGE OF PRIVATE ROADS	0.00%	10 DISTANCE BETWEEN TOWNHOME BUILDING	20'
7	TOTAL AVERAGE LOT LOTS	11.14	10 EXTENDED BUFFER	30'
8	OPEN SPACE (PROPOSED)	0.00%		



FILE NUMBER:  
10125400

DATE MAY 6 2005

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ON SIGHT		INVOICE	
Technology, Inc.		123456789	
10/26/2023		10/26/2023	
Customer:	ABC COMPANY	Invoice:	123456789
Address:	1234 Main St	City:	Anytown, CA 90210
Phone:	(555) 123-4567	Email:	info@abc.com
Website:	www.onsighttech.com	Terms:	Net 30
Description		Quantity	Unit Price
OnSight Software License		1	\$3,000.00
OnSight Hardware License		1	\$4,000.00
OnSight Support License		1	\$3,000.00
Total		3	\$10,000.00
Grand Total			\$10,000.00

ON SIGHT Technology, Inc.  
1234 Main St  
Anytown, CA 90210  
(555) 123-4567  
www.onsighttech.com

QR Code

[illegible][illegible][illegible]







Exhibit "B"

[illegible]









OWNER: M. J. JONES, 10000000000000000000

EASEMENT LINE TABLE			
Line #	Length	Direction	
L1	3.73	S81°13'23"W	
L2	28.33	N13°51'49"W	
L3	84.74	N08°57'50"W	
L4	198.40	S00°15'37"W	
L5	40.48	S19°51'31"E	
L6	75.04	N00°08'08"E	
L7	82.18	N00°15'37"E	
L8	88.50	N09°57'56"W	
L9	10.00	S00°15'37"W	
L10	7.00	N09°57'56"W	
L11	95.18	N00°15'37"E	
L12	12.00	S00°15'37"E	
L13	9.34	S00°15'37"W	
L14	83.68	S00°15'37"E	
L15	37.58	S00°15'37"E	
L16	104.89	S00°15'37"E	
L17	95.15	N00°15'37"E	
L18	3.87	N00°30'30"E	
L19	20.95	S00°30'30"E	
L20	101.89	S00°30'30"E	

EASEMENT LINE TABLE			
Line #	Length	Direction	
L21	104.89	N09°57'56"W	
L22	37.58	S00°15'37"E	
L23	21.01	N09°57'56"W	
L24	82.25	S00°15'37"W	
L25	78.50	S00°15'37"E	
L26	75.54	S01°30'10"E	
L27	30.99	S00°40'38"E	
L28	81.87	S01°51'12"E	
L29	6.48	S03°51'48"E	
L30	24.99	S00°42'48"E	
L31	85.77	N00°14'58"E	
L32	105.84	N09°44'23"W	
L33	0.18	S00°30'40"W	
L34	121.06	N00°14'38"W	
L35	20.04	N09°44'23"W	
L36	106.75	N00°15'37"E	
L37	16.75	S00°30'40"W	
L38	83.34	N09°44'23"W	
L39	84.50	N00°15'43"W	
L40	20.00	N09°44'23"W	

EASEMENT LINE TABLE			
Line #	Length	Direction	
L41	84.50	N00°15'43"E	
L42	150.00	N09°44'23"W	
L43	84.50	S00°15'43"W	
L44	20.03	N09°44'23"W	
L45	84.50	N00°15'37"E	
L46	15.30	N09°44'23"W	
L47	101.90	N00°15'44"W	
L48	84.50	S00°15'43"W	
L49	18.92	N00°15'44"W	
L50	84.50	N00°44'16"E	
L51	81.80	N00°15'44"W	
L52	85.18	S00°28'12"W	
L53	85.50	N00°15'37"E	
L54	95.87	N47°30'54"W	
L55	20.87	N08°57'33"E	
L56	86.73	S47°38'54"E	
L57	76.58	S00°15'44"E	
L58	13.67	S28°28'30"E	
L59	28.55	S11°23'53"E	
L60	18.58	S00°21'58"W	

EASEMENT LINE TABLE			
Line #	Length	Direction	
L61	18.83	S60°08'53"W	
L62	38.56	S00°13'44"E	
L63	387.40	S00°44'23"E	
L64	42.89	N09°50'48"E	
L65	110.84	S00°44'23"E	
L66	103.58	S00°15'37"W	
L67	15.40	S18°59'01"W	
L68	10.00	N37°14'37"W	
L69	1.88	N32°45'23"E	
L70	17.84	N18°27'41"E	
L71	5.01	N00°00'03"E	
L72	10.00	N00°21'11"E	
L73	33.83	N00°27'08"W	
L74	155.60	S00°48'18"W	
L75	274.43	N04°08'30"W	
L76	87.39	N15°51'16"E	
L77	106.06	S33°44'39"W	
L78	20.73	N09°07'47"W	
L79	48.92	N48°00'28"E	
L80	8.21	N54°35'27"E	

EASEMENT LINE TABLE			
Line #	Length	Direction	
L81	30.81	N33°32'04"W	
L82	24.72	N33°10'30"W	
L83	30.11	N08°48'19"E	
L84	23.38	S19°10'30"E	
L85	26.38	S32°22'04"E	
L86	83.08	N03°25'58"E	
L87	38.20	N32°20'51"E	
L88	27.70	N08°03'31"E	
L89	33.78	N09°00'07"E	
L90	11.12	N04°51'43"E	
L91	14.76	S00°25'10"E	
L92	13.68	S18°52'00"E	
L93	13.48	S00°14'10"E	
L94	13.13	N00°07'33"E	
L95	11.83	N03°57'38"E	
L96	3.43	S17°28'40"E	
L97	8.33	S03°27'38"W	
L98	15.01	N07°51'33"W	
L99	18.15	N03°14'10"W	
L100	13.87	N10°52'00"W	

EASEMENT LINE TABLE			
Line #	Length	Direction	
L101	11.10	N09°55'10"W	
L102	8.90	S04°51'43"W	
L103	14.15	S04°02'07"W	
L104	4.85	S37°40'38"W	
L105	84.20	N02°14'40"E	
L106	48.71	S32°14'40"W	
L107	80.88	S15°51'16"W	
L108	259.80	S00°09'20"E	
L109	84.57	N03°01'53"E	
L110	168.32	N08°48'18"E	
L111	84.50	N00°15'44"W	
L112	20.00	N09°45'18"E	
L113	84.50	S00°15'44"E	
L114	133.34	N00°48'18"E	
L115	106.99	N03°11'41"W	
L116	2.75	S30°40'53"E	
L117	23.80	S39°19'07"W	
L118	2.87	S00°05'03"W	
L119	18.18	S03°27'40"W	
L120	1.05	S52°40'23"W	

EASEMENT LINE TABLE			
Line #	Length	Direction	
L121	18.88	N03°51'48"W	
L122	13.90	S01°51'13"E	
L123	18.75	S07°43'40"E	
L124	24.04	S00°42'48"E	
L125	10.11	N00°07'57"W	
L126	81.37	S02°06'58"W	
L127	153.84	S00°32'57"W	
L128	20.84	N00°30'17"E	
L129	151.57	N00°30'57"E	
L130	18.13	N02°08'58"E	
L131	15.82	S00°07'37"E	
L132	57.60	S00°19'37"W	
L133	17.80	N04°02'37"W	
L134	32.84	N40°20'38"W	
L135	46.42	N18°18'38"W	
L136	36.17	S08°18'43"E	
L137	209.51	N00°12'44"W	
L138	80.30	N47°38'54"W	
L139	84.44	S47°38'54"E	
L140	37.89	S04°21'03"E	

EASEMENT LINE TABLE			
Line #	Length	Direction	
L141	33.80	N03°38'30"E	
L142	1.88	S08°01'53"W	
L143	5.55	N00°38'37"E	
L144	3.35	S09°50'42"W	
L145	87.29	N17°35'43"W	
L146	29.08	N08°57'33"E	
L147	36.80	S77°33'43"E	
L148	21.18	S40°30'17"E	
L149	27.18	N47°38'54"W	
L150	24.14	N03°41'03"E	
L151	15.44	S18°15'21"E	
L152	36.31	N40°21'08"E	
L153	110.51	N00°57'33"E	
L154	16.48	S12°02'48"W	
L155	99.88	S00°37'37"W	
L156	63.82	S42°33'08"W	
L157	12.82	N78°15'21"W	
L158	4.48	N04°58'29"W	
L159	70.92	S19°51'23"E	
L160	27.18	N09°45'18"E	

EASEMENT LINE TABLE			
Line #	Length	Direction	
L161	84.50	N00°15'44"W	
L162	20.00	N08°48'18"E	
L163	84.50	S00°15'44"E	
L164	2.23	N08°48'18"E	
L165	37.89	S54°08'20"E	
L166	9.43	S77°33'43"E	
L167	88.44	N33°50'24"E	
L168	4.48	S56°07'24"E	
L169	10.00	N33°50'24"E	
L170	88.00	N54°08'30"W	
L171	10.00	S33°50'24"E	
L172	8.17	N44°02'30"W	
L173	80.33	N03°30'21"E	
L174	42.52	S37°49'34"E	
L175	48.44	S08°34'03"E	
L176	20.83	S33°50'24"E	
L177	54.53	S33°50'24"W	
L178	58.64	S33°20'21"W	
L179	18.17	N07°42'34"W	
L180	47.11	N08°34'50"W	

EASEMENT LINE TABLE			
Line #	Length	Direction	
L181	106.44	S33°50'24"W	
L182	175.86	S40°23'48"E	
L183	7.58	S77°33'43"E	
L184	20.00	S00°07'20"E	
L185	208.37	N08°48'18"E	
L186	28.84	N18°51'23"E	
L187	10.00	S47°38'54"W	
L188	48.88	N00°12'44"W	
L189	82.81	N33°50'24"E	
L190	182.88	S00°05'03"E	
L191	87.58	N42°22'06"E	
L192	108.84	N47°38'54"W	
L193	418	N47°38'54"W	
L194	10.00	N42°22'06"E	
L195	8.84	N47°38'54"W	
L196	106.48	S47°38'54"W	
L197	154.00	N47°38'54"W	
L198	84.50	N42°22'06"E	
L199	20.00	N47°38'54"W	
L200	84.50	S42°22'06"W	

EASEMENT LINE TABLE			
Line #	Length	Direction	
L201	328.48	N47°38'54"W	
L202	178.88	N47°38'54"W	
L203	18.84	S18°42'18"E	
L204	248.03	S03°30'58"W	
L205	347.15	N08°48'18"E	
L206	112.48	N08°48'18"E	
L207	11.81	N08°48'18"E	
L208	188.82	S00°28'10"W	
L209	181.24	N00°29'10"E	
L210	28.28	N00°07'02"E	
L211	30.70	S02°31'17"W	
L212	72.37	S08°15'33"E	
L213	8.10	N00°27'54"E	
L214	10.13	N00°38'57"E	
L215	10.81	N01°58'43"E	
L216	7.54	S19°50'15"E	
L217	18.86	S01°38'19"W	
L218	16.84	S01°38'19"E	
L219	11.24	N18°42'18"W	
L220	12.83	N18°42'18"W	

EASEMENT LINE TABLE			
Line #	Length	Direction	
L221	20.18	N00°23'38"E	
L222	10.28	S18°42'18"E	
L223	18.84	S18°42'18"E	
L224	17.85	S03°30'58"W	
L225	18.11	S13°54'05"E	
L226	20.87	S18°48'20"E	
L227	31.85	S78°35'08"W	
L228	56.05	N27°26'41"W	
L229	2.51	S08°45'18"W	
L230	12.50	S27°11'50"E	
L231	30.70	S02°31'17"W	
L232	20.77	S04°00'07"W	
L233	1.88	N04°53'06"E	
L234	13.02	S72°18'48"E	
L235	5.41	N02°35'18"E	
L236	10.00	S27°38'41"E	
L237	4.51	N02°33'19"W	
L238	13.38	N72°15'40"W	
L239	5.78	S04°53'08"W	
L240	38.28	S72°18'38"W	

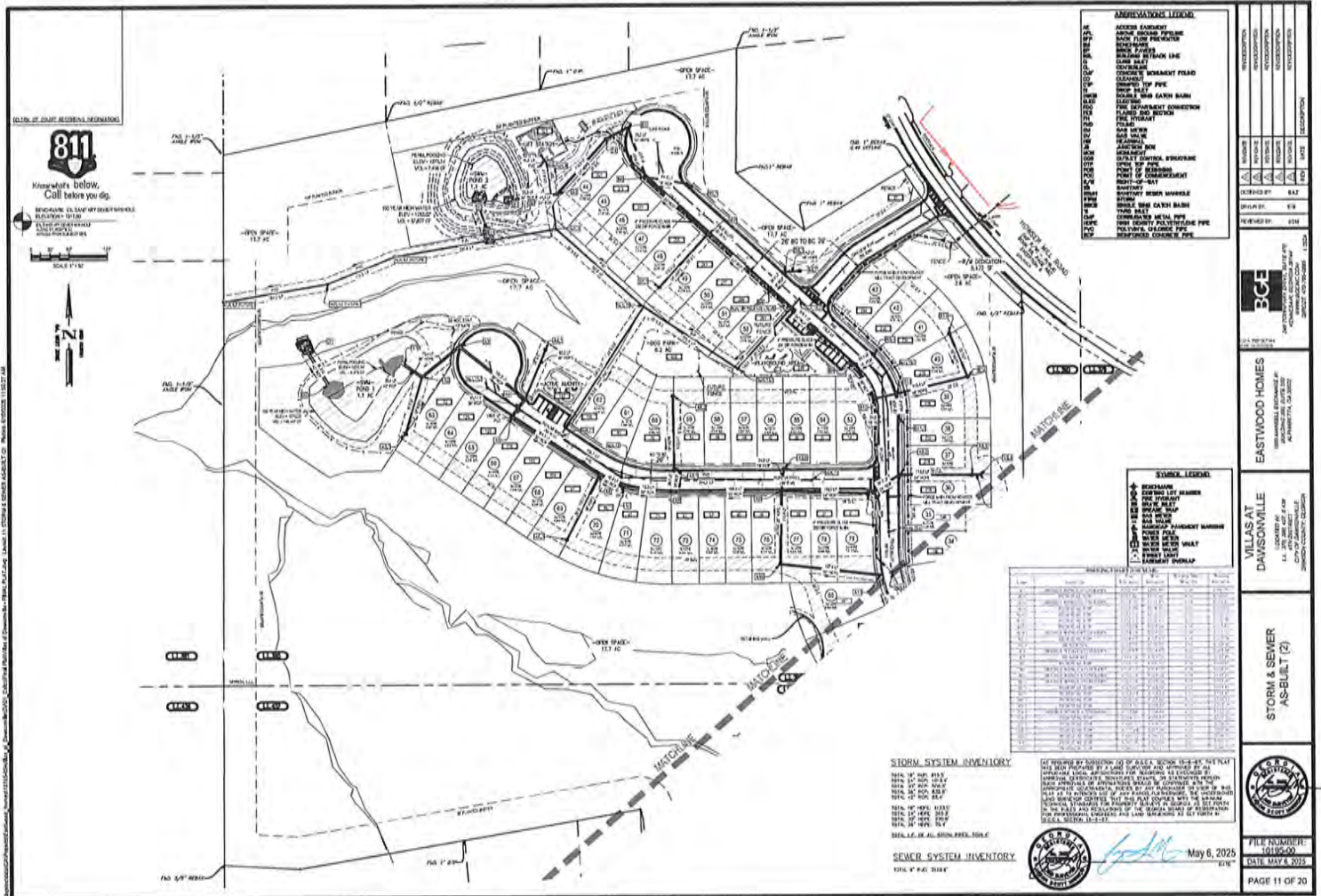
EASEMENT LINE TABLE			
Line #	Length	Direction	
L241	0.85	N09°32'18"W	
L242	0.00	N11°	
L243	0.90	S07°23'08"W	
L244	22.01	N47°38'54"W	
L245	15.37	N03°07'22"E	
L246	15.88	S47°38'54"E	
L247	8.34	N07°23'08"E	
L248	5.80	N07°23'08"E	
L249	5.80	N07°23'08"E	
L250	5.80	N07°23'08"E	
L251	5.80	N07°23'08"E	
L252	27.12	N42°22'06"E	
L253	7.30	N03°07'22"E	
L254	46.25	N04°53'06"E	
L255	109.67	N42°22'06"E	
L256	34.72	N42°22'06"E	
L257	2.40	S00°15'44"E	
L258	116.80	S00°15'44"E	
L259	3.24	N08°42'48"E	
L260	126.34	S00°07'22"E	

EASEMENT LINE TABLE			
Line #	Length	Direction	
L261	124.58	N07°05'10"W	
L262	0.00	N11°	
L263	38.78	N50°30'20"W	
L264	10.47	N03°10'37"E	
L265	20.18	S07°23'08"W	
L266	28.80	S04°53'08"W	
L267	12.81	N13°32'23"E	
L268	15.99	N72°15'40"E	
L269	5.80	N07°23'08"E	
L270	43.44	N42°22'06"E	
L271	7.08	S01°44'00"W	
L272	206.51	S00°15'44"E	

EASEMENT CURVE TABLE		
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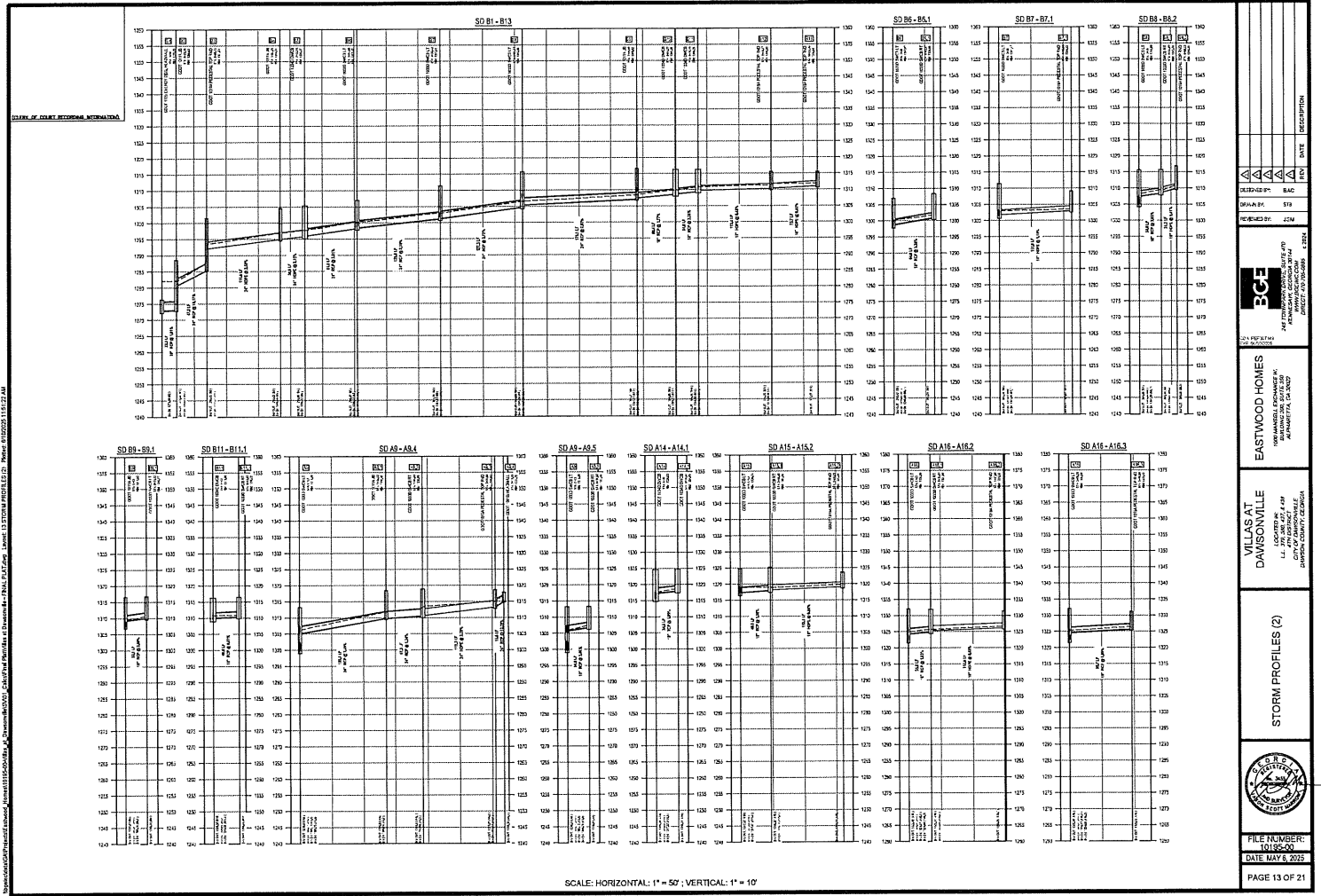
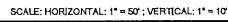
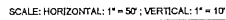
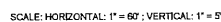


Exhibit "B"

[illegible]

[illegible]



SEWER PROFILES (1)

**VILLAS AT  
DAWSONVILLE**

**EASTWOOD HOMES**  
1000 AARVOLL EXCHANGE HW  
BUILDING 300, SUITE 250  
ALPHARETTA, GA 30622

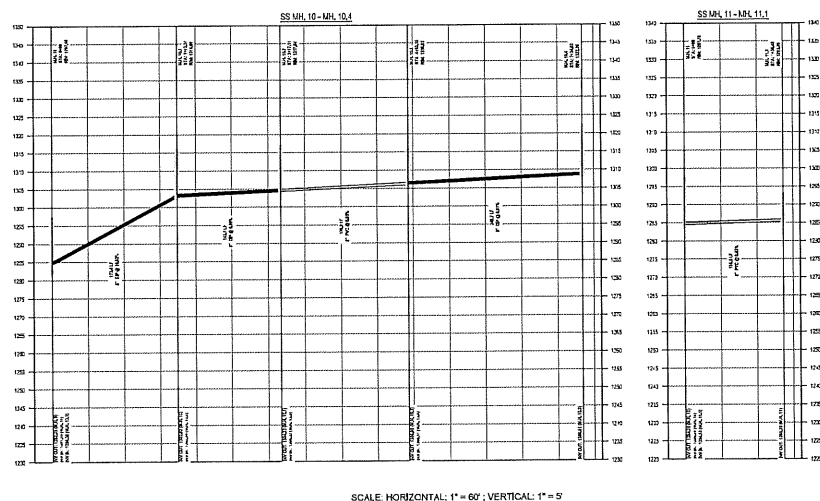
**BGE**  
DOWNTOWN DRIVE, SUITE 400  
MARIETTA, GEORGIA 30144  
WWW.BGEINC.COM  
PRODUCT 400 500 0000

DATE	REVISION	DESCRIPTION
DESIGNED BY:	BAC	
DRAWN BY:	STB	

https://doi.org/10.1016/j.sbspro.2015.03.003/figs at OwensvilleSDVO1\_CalendarParticipat at Owensville - FINAL PLAT.Dwg Layout: 15 SERVER PROFILES(1) Posted: 01/28/2015 11:33:51 AM

(2) (b) DE COURT RECORDING INFORMATION

Exhibit "B"



SCALE: HORIZONTAL: 1" = 60'; VERTICAL: 1" = 5'



SEWER PROFILES (2)

**VILLAS AT  
DAWSONVILLE**

**EASTWOOD HOMES**  
1000 AUBRELL EXCHANGE RD.  
DULWING 300, SUITE 350  
ALPHARETTA, GA 30022

**BGE**  
2045 TOWNSHAW DRIVE, SUITE 470  
KENNESAW, GEORGIA 30144  
WWW.BGEINC.COM  
DIRECT: 470.706.0885

REV	DATE	DESCRIPTION
△		
△		
△		
△		
△		
DESIGNED BY		BAC
DRAWN BY:		STB
CHECKED BY		JEM







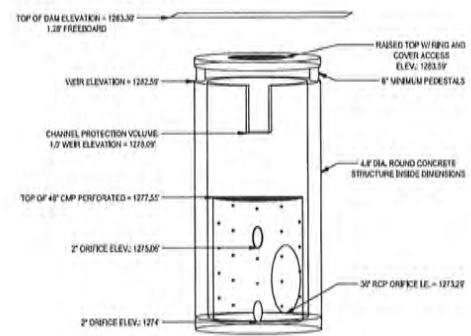






Contour Elevation	Area (ft <sup>2</sup> )	Area (Acres)	$A_1 + A_2 + \sqrt{A_1 A_2}$ (ft <sup>2</sup> )	Volume per Contour (ft <sup>3</sup> )	Cumulative Volume (ft <sup>3</sup> )
1267.0	0	0.000		0	0
1267.0	268	0.006	268	0	0
1268.0	426	0.010	1,032	344	344
1270.0	843	0.019	1,868	1,204	1,548
1272.0	1,257	0.040	3,817	2,545	4,134
1273.0	1,274	0.064	6,767	2,256	6,390
1274.0	1,278	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	13,888	43,652
1282.0	9,048	0.208	24,970	16,647	60,298
1283.0	9,801	0.225	28,266	9,422	69,720

Figure 1 shows a vertical scale from 1346 to 1300 cm⁻¹. Two spectra are overlaid: C17 (ANIONIC POLYMER) on the left and C18 (CATIONIC POLYMER) on the right. A horizontal line at 1300 cm⁻¹ is labeled '1300 (cm⁻¹)'.



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

AS REQUIRED BY REGULATION (G) OF O.S.G.A. SECTION 15-8-B7, THIS PLAN WAS PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LEGAL JURISDICTIONS FOR CONFORMANCE WITH APPLICABLE CONVEYANCE LAWS. ANY STATEMENTS OR STATEMENTS PERTAINING THEREON SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL AGENCIES BY ANY PURCHASER OR USER OF THIS PLAN AS TO RELEVANCE OF ANY APPLICABLE PLANNING ACTS AND ANY APPLICABLE CONVEYANCE LAWS. THIS PLAN COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE SURVEYING BOARD FOR PROFESSIONAL SURVEYORS AND LAND SURVEYORS AS SET FORTH IN O.S.G.A. SECTION 15-8-B7.



May 6, 2025



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# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 8

---

SUBJECT: **SWEARING IN OF ETHICS BOARD MEMBERS**

CITY COUNCIL MEETING DATE: 08/04/2025

---

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 SWEAR IN ETHICS BOARD MEMBERS**

---

HISTORY/ FACTS / ISSUES:

**THE FOLLOWING MEMBERS WERE UNANIMOUSLY APPOINTED AT THE JUNE 16, 2025 CITY COUNCIL MEETING:**

- ELIZABETH DUNCAN, MEMBER AT LARGE
- CALVIN BYRD, POST #1
- ANGIE SMITH, POST #2
- NATALIE JOHNSON, POST #3
- ARTHUR BROWN, POST #4

**TERMS WILL BEGIN ONCE MEMBERS ARE SWORN IN. INITIAL TERMS FOR THE MEMBER AT LARGE, POST #1 AND POST #3 WILL BE THREE YEARS THEN TWO YEAR THEREAFTER; ALL OTHERS WILL BE TWO YEARS**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Kevin Tallant, City Attorney



# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 9

SUBJECT: **ZA-C2500171**

CITY COUNCIL MEETING DATE: 08/04/2025

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**

**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.

## HISTORY/ FACTS / ISSUES:

- +/- **34.71 acres**
- **Gateway Corridors, Residential**
- **Vacant land**
- **Planning Commission tabled discussion until August 11, 2025 – traffic study was not available at the time of the public hearing**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: CPL, Planning & Zoning Department



# CITY OF DAWSONVILLE

## Planning Staff Report

### Request to Amend the Zoning Map (Rezone)

APPLICANT .....PR Land Investments, LLC

CASE NUMBER .....ZA-C2500171

REQUEST .....Amend the zoning map to rezone a 34.71 +/- acre assemblage from R-1: Restricted Single-Family Residential District and R-3: Single-Family Residential District to RPC: Residential Planned Community for the construction of a 120-unit residential subdivision.

CURRENT ZONING DESIGNATIONS .....R-1: Restricted Single Family Residential (parcels 093 010 and 093 011); R-3: Single Family Residential (parcels D02 004 and D04 010)

SITE AREA.....+/- 34.71 acres

LOCATION .....592 Hwy 9 S, 93 SW Border Ave, 416 Hwy 9 S

TAX MAP PARCELS.....093 010, 093, 011, D02 004, D04 010

FUTURE LAND USE DESIGNATIONS.....Gateway Corridors, Residential

PLANNING COMMISSION PUBLIC HEARING DATE...July 14, 2025

CITY COUNCIL PUBLIC HEARING DATE ..... August 4, 2025

CITY COUNCIL DECISION HEARING DATE ..... August 18, 2025

#### INTRODUCTION

The applicant is petitioning to amend the zoning map to rezone four (4) parcels for the development of a 120-unit residential subdivision. Specifically, the applicant has requested the assemblage, which is a mixture of R-1: Restricted Single-Family Residential District and R-3: Single-Family Residential District zoning, be rezoned to RPC: Residential Planned Community. This proposal also includes the construction of a public through access road, which would begin at Maple Street S and terminate at Highway 9 S, in addition to public greenspace. If the development is approved and constructed as proposed, the gross residential density would be 3.46 dwelling units per acre.

#### PROPOSAL

The subject assemblage is 34.71+/- acres in size. It is located in a primarily residential area and contains two single-family houses and one manufactured home, the oldest of which was constructed in 1938. The site directly

abuts Atlanta Highway, Maple Street, and Southwest Border Ave. If the subject proposal is developed, all existing buildings in the assemblage would be removed.

The development proposal consists of three main components; 120 residences, the extension of Maple Street to Highway 9, and a 14-acre "public park." The residences would be constructed on individual lots, allowing for fee-simple ownership. In addition to the "Maple Street Extension," the development is conceptualized with an additional street and alley, both privately owned. The "public park" area appears to be passive; it's unclear if any amenities or facilities would be constructed within it.

The application describes the residential component of the proposal as "single-family semi-detached homes." Dwellings which would front the proposed through road (the "Maple Street Extension") and Highway 9 would have garages at the rear, while the other residences would have front-loaded garages. The RPC: Residential Planned Community district encourages "flexible and creative concepts in site planning," allowing developers to propose some of their own standards. The table below provides additional specifications for the proposed residences:

Specification	Proposed Development	
	Minimum	Maximum
Heated Floor Area (HFA)	1,737 sq. ft.	2,281 sq. ft.
Lot Width	34 ft.	Unknown
Front Building Setback (includes corner lots)	30 ft.	Unknown
Side Building Setback	4 ft.	≥ 6 ft.
Rear Building Setback	20 ft.	Unknown
Building Separation	8 ft.	12 ft.
Driveway Width (garage to sidewalk)	30 ft.	Unknown
<u>Note:</u> Staff has not identified details in the submittal regarding lot area, lot depth, or building height.		

Sec. 1802.3 of the Zoning Ordinance governs residential density in the RPC: Residential Planned Community district and provides "the overall net density shall be no more than one [1] unit per acre except for multi-family applications which shall be four [4] units per acre." The proposed development will have a density of 3.46 dwelling units per acre, which does not conform to district requirements for single-family dwelling types. Pursuant to the definition of a variance (Sec. 301), a zoning variance from density requirements is not possible.

The applicant has indicated their product will be a single-family semi-detached residence but uses the multi-family density threshold as a benchmark for the development, creating conflict in the project proposal. The term "semi-detached," as used in the Zoning Ordinance, is not defined in the Definitions article (Sec. 301). Terms not defined in the article "shall have their customary dictionary definitions" (Sec. 301). Merriam-Webster defines "semidetached" as "forming one of a pair of residences joined into one building by a common sidewall." This definition is comparable to that of a duplex. The applicant proposes the residences "share an underground footing or foundation wall" and if requested, "an above ground element between connected, semi-detached dwellings, such as a connecting knee wall with a gate." None of the submitted renderings show the residences sharing a common sidewall, and the letter of intent clarifies that the residences would not touch at or above ground level. Staff concludes that the proposed housing type is single-family detached and must adhere to the applicable requirements for single-family housing in the RPC: Residential Planned Community district, permitting a maximum density of one (1) dwelling unit per acre.

The submittal provides that each garage would be able to hold two vehicles, and each driveway would be able



to hold two vehicles side-by-side. Dwellings would range from 22 to 26 feet in width and measure two stories in height. The application indicates that homebuyers may select the elevation and floor plan of their house from approximately 25 combinations. The distance between each garage and the back of the sidewalk would measure 33 feet; allowing for larger personal vehicles to be parked in driveways without sidewalk obstructions.

Residents of the development would be served by an active amenity area that appears separate from the proposed public park, pursuant to the concept plan. This active amenity area satisfies the requirement of Sec. 1802.3. The letter of intent does not detail the proposed amenities; however, a paved walking trail and children's play area are conceptualized. A mail kiosk and parking spaces to serve the area are also shown on the concept plan.

The applicant proposes the construction of a new, public through road to serve the development and local area, dubbed the "Maple Street Extension." This new route is conceptualized to begin at Maple Street, just south of its intersection with Flat Creek Dr, and terminate at Highway 9 S, forming a three-way intersection there. This proposal would necessitate the portion of Maple Street South, which is south of its proposed beginning to be reconfigured. From Maple Street S, the route would take a winding, northeasterly route toward Highway 9 S, serving the proposed residences on the southeastern side, and stormwater facilities and public land to the northwest.

As part of the submittal, the applicant proposes a public recreation area called the "Maple Street Extension Park." The applicant has not provided the total area of the proposed recreation area, nor are any features or amenities of the space conceptualized or explained. It is unclear where visitors to this space would be able to park their vehicles, as no parking area is conceptualized besides the "private" spaces near the (private) resident amenity area.

On the concept plan, the development is depicted with sidewalks on both sides of the internal, private road, but the through road is shown with a sidewalk only on the side closest to the residences. Pursuant to Sec. 109-53(b) of Dawsonville Street Standards, "sidewalks shall be provided along both sides of all roads within residential developments and along the entire length of the property where a road entrance is constructed." Therefore, sidewalks must be constructed along both sides of the "Maple Street Extension" to meet the Standards. The submittal refers to a traffic study for the development to "follow at later date." Applications for rezoning to RPC: Residential Planned Community must include a traffic impact study (Sec. 1802.4.a.vi), which is absent from the subject request.

Included in the applicant's submittal are nine (9) proposed zoning conditions to accompany the desired rezoning. Zoning Ordinance Sec. 916 allows for conditional approval through the implementation of zoning conditions. State legislation known as "Zoning Procedures Law" governs zoning decisions, local government zoning powers, and public notice requirements. Below are the zoning conditions proposed by the applicant to the City:

1. As required by Zoning Ordinance § 1802(6), the Project shall be developed in general compliance with the Concept Plan, notwithstanding any provision to the contrary in the Zoning Ordinance or the Land Development Regulations of the City of Dawsonville, codified as Subpart B to The Code of Dawsonville, Georgia, and with reasonable modifications necessary to fully engineer and develop the Project on the Property.

2. The minimum heated square footage of dwellings within the development shall be 1,734.
3. The minimum width of dwellings within the development shall be 22 feet.
4. The term "semi-detached" dwellings shall be deemed multi-family dwellings, and semi-detached dwellings shall be two or more dwellings that share one or more common footings or foundation wall(s).
5. The development shall include, as an active amenity, a walking trail, a playground area, and the public use area contemplated by the Concept Plan submitted with the Application.
6. The property contemplated by the Concept Plan for dedication for public purposes, including, but not limited to public park space, shall be included in calculating the required open space for the development.
7. The Applicant, its successors or assigns, contemporaneous with its submission of an application for land disturbance permit, shall commission civil engineering design for the traffic circle (i.e., roundabout) contemplated by The Comprehensive Downtown Strategic Plan of Dawsonville Town Center Master Plan. The City will utilize said plan and bear the expense of revisions to said design for, the right of way acquisition for, and construction and maintenance of said traffic circle (i.e., roundabout).
8. The Public Use Land, once conveyed to the City, shall be automatically zoned INST, Institutional District, without the necessity for any further action by the City Council.
9. Notwithstanding Section 109-53 of The Code of Dawsonville, Georgia, the Applicant shall install a 5' sidewalk on the south side of the Maple Street Extension only and shall grade the shoulder on the north side of the Maple Street Extension to provide for a potential 8' wide multi-use path to be constructed by the City in the future.

The applicant has not submitted any variance requests alongside this rezoning application.

#### **SURROUNDING PROPERTIES**

<i>Direction from the Site</i>	<i>Existing Zoning</i>	<i>Existing Land Use</i>	<i>Abutting Subdivisions/Developments</i>
North	R-1, R-3, R-6, HB, CIR	Single-family residential, multi-family residential, restaurant, small office, vacant land	Maple Street Town Homes (R-3)
South	R-1, R-3, INST	Single-family residential, vacant land	Burt's Crossing (R-3)
East	R-3, HB, CIR	Single-family residential, vacant land	Burt's Crossing (R-3)
West	R-1, R-3, INST, HB	Single-family residential, multi-family residential, restaurant, water treatment facility, vacant land	Maple Street Town Homes (R-3)

#### **COMPREHENSIVE PLAN**

Pursuant to the 2023 Dawsonville Comprehensive Plan, the subject assemblage is split between the Gateway Corridors and Residential Character Areas.

The Gateway Corridors Character Area “is the area immediately outside of Central Dawsonville that features a mix of uses, including modern subdivisions and shopping centers, and is most often characterized by the transition from downtown to more rural Dawson County. Its designation is both the result of this need to transition between extreme densities and the desire to strengthen the urbanized core of Central Dawsonville.

As development in this area will comprise mostly of residential uses and smaller-scale commercial activities, it has been designated Urban Neighborhood. As implied, the scale and form of new development should complement (not necessarily be equal to) that found in Central Dawsonville, particularly with regards to the density of land use, size of blocks and capacity for pedestrian accessibility. Streets should maintain connectivity, especially downtown, and properties should limit frontage parking areas. Residential uses may include subdivisions, but these should minimize cul-de-sacs, feature multiple access points, and emphasize connectivity with the city.

Heavier commercial and public activity centers may be reserved for key nodal locations, at the intersection of arterial roadways. This would maximize the infrastructure while preserving the traffic flow, minimizing the number of curb cuts along arterials or traffic flow on collector roads.”

Permissible land use types in the Gateway Corridors are Commercial and Residential.

The Residential Character Area “represents the outlying residential portions of the city to the northwest, northeast and south. There are no immediate plans to alter their general form or land use, and long-term plans suggest these areas will remain residential. Present levels of agricultural activity will continue as development pressures will allow, but neither the city nor the county will pursue capital improvements in this region to facilitate new development.

This area will be fostered as a haven for larger residential uses and rural/conservation subdivisions to facilitate a buffer between the higher densities of Dawsonville and the rest of Dawson County. Most development should entail large lots, with an average approaching or, preferably, surpassing five acres per unit [0.2 du/acre]. Nonresidential activity should be kept to a minimum and compliment the rural character of the area, such as churches, neighborhood scale markets and services with limited parking and traffic generation.”

Permissible land use types in Residential Character Area are Residential, Agricultural, and Conservation.

The proposed development incorporates *residential*, *conservation*, and *recreational* land uses, which generally align with the intent of the Residential and Gateway Corridors Character Areas. However, the proposed gross density of 3.46 du/acre surpasses the intended 0.2 du/acre benchmark of the Residential Character Area.

## ANALYSIS

(1) Sec. 909 – Criteria to consider for map amendments (rezonings).

Any proposed amendment to the zoning map shall be submitted by application with a copy of the plat and payment of a fee set by the governing body for the application and review of the proposed amendment to the zoning map. Applicants shall submit six copies of any proposed zoning map amendment and plat to the planning director or designee for distribution to the applicable bodies and/or review agencies. The planning director or

designee may require more or less copies depending on the nature and extent of required review. Applications which require action by the governing body shall require disclosure of any conflicts of interest as specified in the Georgia Zoning Procedures Act.

The applicant, staff, planning commission and governing body should review an application for zoning map amendment with regard to the following criteria:

*(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 existing uses and zoning of nearby property and whether the proposed zoning will adversely affect the existing use or usability of nearby property.
  - Most of the properties near the subject assemblage are zoned residential (R-1: Restricted Single-family Residential, R-3: Single-family Residential, and R-6: Multiple-family Residential).
    - i. These properties are developed with detached or multi-family housing, if not vacant.
  - A few nearby properties are zoned for commercial (HB: Highway Business and CIR: Restricted Industrial Commercial) or Institutional (INST: Institutional) land uses.
    - i. These properties are developed with restaurants, small offices, or detached dwellings, if not vacant.
  - Staff do not anticipate any adverse effects on the use or habitability of nearby properties resulting from the proposal.
2. The extent to which property values are diminished by the particular zoning restrictions.
  - As currently zoned, the assemblage is developed with very low-density, single-family housing.
    - i. Most abutting residential properties are developed more densely, and most of those sites are zoned R-3: Single-family Residential rather than R-1: Restricted Single-family Residential.
  - Absent a formal market analysis, staff is unable to determine the impact of the existing zoning classifications on the sites' property values.
3. The extent to which the destruction of property values promotes the health, safety, morals or general welfare of the public.
  - Absent a formal market analysis, staff is unable to determine the impact of the development proposal on local property values.
4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner.
  - As part of the proposed zoning map amendment, the applicant would construct a through road, known as the "Maple Street Extension", to connect Maple Street S to Highway 9 S.
    - i. This roadway would be open for public use, owned and maintained by the City of Dawsonville as opposed to the rest of the proposed street network in the development.
  - The applicant has voluntarily presented the subject application to the City.
5. The physical suitability of the subject property for development as presently zoned and under the proposed zoning district.

- The assemblage is currently split between the R-1: Restricted Single-family Residential and R-3: Single-family Residential zoning classifications.
    - i. The site appears suitable for single-family residential development.
  - The applicant proposes to rezone the site to RPC: Residential Planned Community; the letter of intent reflects that “the Property is suitable for the Project proposed” and that “the Project will comply with the requirements of the RPC zoning district ... and all applicable City ordinances.”
    - i. Staff provides analysis of the proposal in relation to district requirements throughout this report finding that the proposal as presented will require revision if it is to be compliant with City ordinances.
6. The length of time the property has been vacant, considered in the context of land development in the area in the vicinity of the property, and whether there are existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the rezoning request.
- The assemblage has a history of low-density single-family residence development.
    - i. Property tax records indicate the first residence was constructed in 1938.
  - Staff has not identified any existing or changing conditions that inherently support the approval or disapproval of the subject rezoning request.
7. The zoning history of the subject property.
- The current zoning configuration of the site has been maintained for many years.
8. The extent to which the proposed zoning will result in a use, which will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, schools, parks, or other public facilities.
- A traffic study has not been provided as part of the application materials. Therefore, the precise impacts of the proposal on local streets and transportation facilities are unknown.
    - i. The proposed “Maple Street Extension” may improve road connectivity in the area, if constructed and completed as proposed.
  - The proposal is not anticipated to burden location utilities, school, parks, or other public facilities.
    - i. The applicant proposes a public park as part of this request. However, it is unclear whether the park will contain any amenities or facilities beyond simple passive greenspace.
9. Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan, land use plan, or other adopted plans.
- The zoning proposal somewhat meets the intent of the 2023 Dawsonville Comprehensive Plan.
    - i. The calculated gross residential density of 3.46 du/acre exceeds the intended 0.2 du/acre benchmark of the Residential Character Area.

The staff, planning commission and governing body may consider other factors deemed relevant before formulating recommendations and taking action on a particular request.

- (2) Sec. 1802.4 – An application for zoning and any development permits shall be preceded in each case by informal meeting with the mayor or other council member, the city manager and the planning director or designee as available prior to submission and shall be consistent with the format required for subdivision approval with the following additions:

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

**a. A proposed master plan showing at minimum:**

- i. Total property area included in the development with a legal description of the subject property and bounds;**
  - The surveys in Attachment "D" yield a total assemblage area of 34.71 acres.
    - i. Attachment "E" includes legal descriptions of the assemblage.
- ii. Proposed buildings with approximate square footage and footprints;**
  - The applicant has proposed square footage ranges for the residences, but footprint areas are not approximated.
- iii. Proposed street layout;**
  - The submitted concept plan depicts the proposed "Maple Street Extension" in addition to an internal road, parking and alley.
- iv. Existing topographic conditions to include a contour interval of a minimum five feet based on field surveys or photogram metric photogrammetric methods;**
  - Contour information is included in the concept plan.
- v. Amenity areas and buildings, including defined open space;**
  - The submittal does not define a specific acreage to be dedicated open space.
    - i. The total land areas to be designated for resident amenities and public use are undefined.
  - No amenities or buildings are proposed nor conceptualized for the proposed "public park" or "neighborhood park."
- vi. Traffic impact study.**
  - No traffic study or assessment is included in the submittal.

**b. Water and sewage disposal and other utility plans.**

- The submittal indicates that water and sewerage needs will be served by public utilities.
- Detailed plans for utilities are not provided.

**c. A statement of intent containing disclosure of ownership, financial information, of the character of the proposed development, including a summary of gross density, types of dwelling units, stages of the development including completion of amenities, open space and landscaping.**

- A satisfactory statement/letter of intent is provided in the submittal.

**d. A master drainage plan shall be provided with the application for rezoning to identify the detention/retention and encourage creative water quality and quantity treatment processes.**

- A proposed location for "stormwater management" is conceptualized.



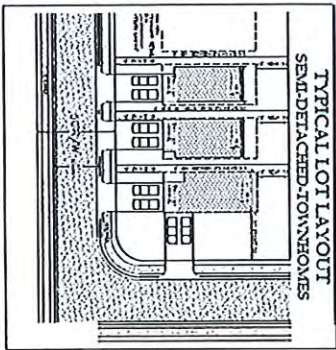
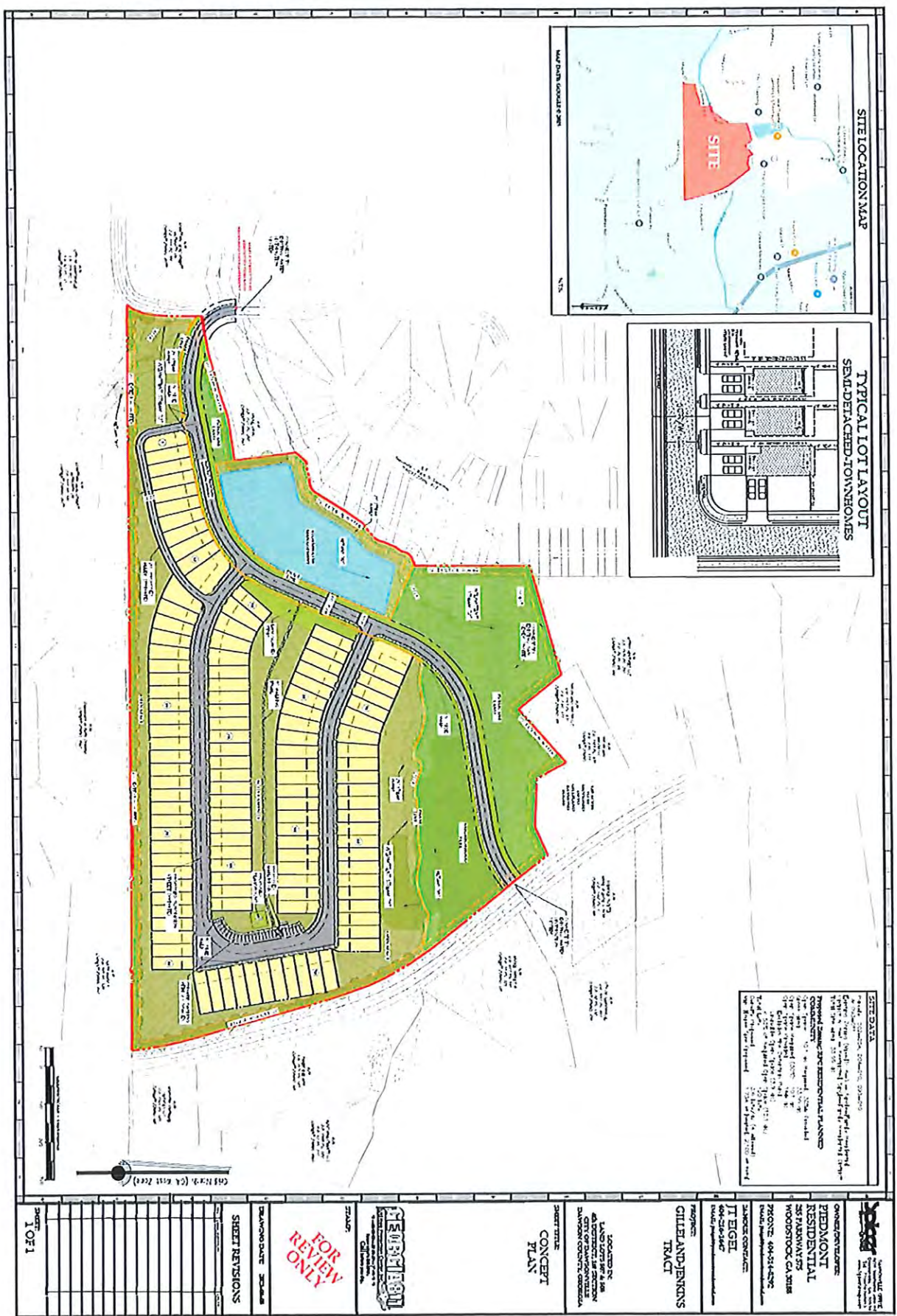
- No master drainage plan has been provided in the submittal.

#### **STAFF RECOMMENDATION**

Staff recommends denial of the request to amend the zoning map to rezone a 34.71 +/- acre assemblage from R-1: Restricted Single-Family Residential District and R-3: Single-Family Residential District to RPC: Residential Planned Community. The rationale for this recommendation of denial is provided below:

1. The proposed construction of detached, single-family residences at a density of 3.46 units per acre violates the provisions of Zoning Ordinance Sec. 1802.3. Density requirements cannot be relieved by a zoning variance.
2. The proposal does not substantially conform to the Comprehensive Plan's Residential Character Area due to incompatible residential density.
3. Pursuant to Sec. 1802.4, the submitted application to rezone the site to RPC: Residential Planned Community did not include the submittal of a traffic study, as required by the ordinance.

CONCEPT PLAN



**SITE DATA**

Project Name: REDMONT RESIDENTIAL  
 Location: 351 PARKWAY 255, WOODSTOCK, CA 95188  
 Project Size: 10.00 Acres  
 Zoning: RM-10  
 Project Status: Approved for Construction  
 Project Owner: GILBERT JENKINS TRACT  
 Project Architect: J. J. JENSEN & ASSOCIATES, INC.  
 Project Engineer: J. J. JENSEN & ASSOCIATES, INC.  
 Project Surveyor: J. J. JENSEN & ASSOCIATES, INC.

**PROJECT**

Project Name: REDMONT RESIDENTIAL  
 Project Location: 351 PARKWAY 255, WOODSTOCK, CA 95188  
 Project Status: Approved for Construction  
 Project Owner: GILBERT JENKINS TRACT  
 Project Architect: J. J. JENSEN & ASSOCIATES, INC.  
 Project Engineer: J. J. JENSEN & ASSOCIATES, INC.  
 Project Surveyor: J. J. JENSEN & ASSOCIATES, INC.

**CONCEPT PLAN**

Project Name: REDMONT RESIDENTIAL  
 Project Location: 351 PARKWAY 255, WOODSTOCK, CA 95188  
 Project Status: Approved for Construction  
 Project Owner: GILBERT JENKINS TRACT  
 Project Architect: J. J. JENSEN & ASSOCIATES, INC.  
 Project Engineer: J. J. JENSEN & ASSOCIATES, INC.  
 Project Surveyor: J. J. JENSEN & ASSOCIATES, INC.

**REVISIONS**

Project Name: REDMONT RESIDENTIAL  
 Project Location: 351 PARKWAY 255, WOODSTOCK, CA 95188  
 Project Status: Approved for Construction  
 Project Owner: GILBERT JENKINS TRACT  
 Project Architect: J. J. JENSEN & ASSOCIATES, INC.  
 Project Engineer: J. J. JENSEN & ASSOCIATES, INC.  
 Project Surveyor: J. J. JENSEN & ASSOCIATES, INC.

**FOR REVIEW ONLY**

Project Name: REDMONT RESIDENTIAL  
 Project Location: 351 PARKWAY 255, WOODSTOCK, CA 95188  
 Project Status: Approved for Construction  
 Project Owner: GILBERT JENKINS TRACT  
 Project Architect: J. J. JENSEN & ASSOCIATES, INC.  
 Project Engineer: J. J. JENSEN & ASSOCIATES, INC.  
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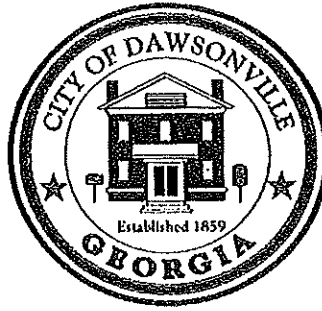
AERIAL IMAGERY



Note: the boundaries of the subject assemblage are approximated in yellow on the map above.

**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](http://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.

.....

**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.

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.*

Steven L. Jones | Partner  
Direct Dial: 678.336.7282

E-mail: sjones@taylorduma.com

Wednesday, June 4, 2025

**VIA EMAIL: bob.bolz@dawsonville-ga.gov**City of Dawsonville, Georgia  
Planning and Zoning Department  
c/o The Office of the City Manager  
Attn: Mr. Bob Bolz, City Manager  
415 Highway 53 East, Suite 100  
Dawsonville, Georgia 30534

**Re: Dawson County Tax Assessor Parcel Identification Numbers set forth on Attachment "A"<sup>1</sup> hereto;  
Rezoning Application regarding the Property (the "Rezoning Application" or the "Application").**

Dear City Council of the City of Dawsonville, Georgia:

On behalf of our client, PR Land Investments, LLC (the "**Applicant**"), please accept this letter as the letter of intent (this "**Letter of Intent**") or (this "**LOI**") pertaining to the Application and requesting to rezone 33.5 +/- acres (the "**Property**") fronting on Georgia State Route 9 ("**Highway 9**") and Maple Street. The Application seeks to rezone the Property from the R-1, Restricted Single Family Residential zoning district ("**R-1**") and R-3, Single-Family Residential District ("**R-3**") to the RPC Residential Planned Community zoning district ("**RPC**"), under the Zoning Ordinance of the City of Dawsonville (the "**Zoning Ordinance**"), codified as Appendix A to The Code of Dawsonville, Georgia. The majority of the Property is currently owned by two long-time families and stalwarts of the City of Dawsonville – the Jenkins' and the Gillelands.

The Application and the concept plan (the "**Concept Plan**" and together with the Application, the "**Master Plan**") submitted with the Application propose a development (the "**Project**" or the "**Development**"), which consists of the following:

- (A) 120 single-family semi-detached homes, which pursuant to the City's definition of "density"<sup>2</sup> yields 3.6 dwelling units per acre, which density is less than and consistent with the RPC's envisioned density of 4 multifamily units per acre;
- (B) The construction, at the Applicant's expense, and dedication of an extension of Maple Street (the "**Maple Street Extension**") connecting that street to Highway 9; and

<sup>1</sup> All attachments to this letter are incorporated by reference as if fully set forth herein.

<sup>2</sup> Section 301 of the Zoning Ordinance (defined below) defines "density" as "[t]he number of dwelling units developed, or to be developed, per gross acre of land, or the gross square footage of a building per acre of land." Unlike other zoning districts, the RPC zoning district does not further specify how density is calculated.



- (C) A proposed public park (“**Maple Street Extension Park**”) fronting on Highway 9 and Maple Street and other public land fronting on the Maple Street Extension. Together, the Maple Street Extension and the Maple Street Extension Park (collectively, the “**Public Use Land**”) consist of approximately 14 acres. The Public Use Land is labeled on the Concept Plan as such. The Public Use Land will be dedicated pursuant to, and at the time of recording of, the final plat for the Project and the exact dimensions of the same will be as set forth on that final plat.

The proposed homes in the Project will be semi-detached, townhome-style, fee simple houses. Under the Zoning Ordinance semi-detached buildings are considered multifamily dwellings.<sup>3</sup> Each semi-detached building will be comprised of two or three homes. The dwellings will be semi-detached because they will share an underground footing or foundation wall, to provide better aesthetics than a traditional, fully attached townhome. However, should it be the desire of the Council, the Applicant is willing to include an above ground element between connected, semi-detached dwellings, such as a connecting knee wall with a gate.

The homes that front on Highway 9 and the proposed Maple Street Extension, will be rear loaded with the front façade of the dwellings facing the public right of way to provide an attractive streetscape. There will be approximately 25 unique combinations of potential floor plans and elevations, which may be selected by homebuyers. The floor plans are 22 feet wide, 24 feet wide, or 26 feet wide with 1,737 to 2,281 of square feet of heated space. For this reason, the distance between buildings will range from 8 feet to 12 feet depending on the adjoining floor plans selected by adjacent homebuyers.

There are no required setbacks in the PRC zoning district. However, the lots within the development will be a minimum of 34 feet wide at the build line to accommodate house widths of 22 feet to 26 feet wide. The resulting distance between buildings will be 8 feet to 12 feet, as measured from the foundation and the distance from the foundation to the property line will be no less than 4 feet. The front setback will be 30 feet measured from the garage door to the right-of-way. Based on a 30 foot wide roadway (from back of curb to back of curb), a 2 foot wide landscape strip on each side of the roadway and a 5 foot sidewalk on each side of the roadway, this will result in a distance of 33 feet from the garage door to the sidewalk. The lots are designed to provide a 20 foot deep rear yard.

Should the Council desire longer driveways, to ensure and promote off street parking, driveway lengths can be increased an additional 2 feet by decreasing the width of the street from 30 feet 26 feet from the back of curb to the back of curb (i.e., a 26 foot wide street).

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<sup>3</sup> Section 301 of the Zoning Ordinance defines “dwelling, multifamily” as “[a] building designed for or occupied exclusively by two or more single housekeeping units with separate kitchen or housekeeping facilities for each family or housekeeping unit, including[ , but not limited to,] apartments duplexes, row houses, condominiums, town houses, and similar housing types . . . .” Zoning Ordinance § 301. To that end, Section 1803(b) states that permitted uses within the RPC zoning district include (among other things) “[a]partments, duplexes, triplexes, quadplexes, semi-detached residences[,] and townhouses.” Zoning Ordinance § 1803(b). Thus, the Zoning ordinance contemplates that semi-detached residences are multifamily dwellings.

The Project fulfils the purpose of the RPC zoning district to “encourag[e] the development of large tracts of land as planned communities; encourage flexible and creative concepts in site planning; preserve the natural environment by encouraging scenic and functional open areas within residential areas; and provide for an efficient use of land resulting in increased efficiency in providing services . . . .” Zoning Ordinance § 1801. The semi-detached homes proposed by the Project also fulfil the intent of the RPC zoning district “which advocates [for] the grouping or clustering of lots and buildings on a smaller portion of the [Property] . . . , where the [Applicant] . . . can maintain the same residential density but offer smaller lots, with remaining land dedicated or reserved for open space, agriculture, woodlands[,] or recreation.” Zoning Ordinance § 1802. In other words, the RPC contemplates developments such as the Project.

As required by Section 1802(4)(c) of the Zoning Ordinance, the owners of the Property are set forth on Attachment “A” hereto. Additionally, the Applicant has developed numerous projects of comparable or larger size and has the financial wherewithal to complete the Project. The gross density and types of dwelling units are set forth above. The Project will be developed in one phase. And the open space and landscaping will be consistent with the Concept Plan and all applicable ordinances of the City. As further required Section 1802(4)(c) of the Zoning Ordinance, the Concept Plan shows proposed stormwater management areas. The Project will utilize public water and sewer and all other available utilities, including, but not limited to, electric power and telecommunications. The requirements of Section 1802, and how the Application satisfies each, are summarized in the table below.

<u>Application Requirement under Zoning Ordinance § 1802(4)</u>	<u>Application Reference/Citation to Material Satisfying Application Requirement</u>
Informal pre-application meeting with the Mayor or other Councilmember, the City Manager, and the Planning Director, or designee, as available	Meetings held on in 2025 on May 28th, June 2nd, and June 4th that included the Applicant, the Mayor, other Council members, the City Manager, the Assistant City Manager, the Zoning Admin. Assistant and/or a representative of the City’s third-party planning and zoning consultant
Master plan showing: total property area	This LOI & Att. “F” to this LOI – The Concept Plan
Legal description	Att. “E” to this LOI – Legal Description of the Property
Master plan showing: proposed buildings with approximate square footages and footprints	Att. “F” to this LOI – The Concept Plan (see Typical Lot Detail) & Att. “G” to this LOI – Plan Book
Master plan showing: proposed street layout	Att. “F” to this LOI – The Concept Plan
Master plan showing: existing topographic conditions (min. 5 ft. contour lines)	Att. “F” to this LOI – The Concept Plan
Master plan showing: amenities areas and buildings, including defined open space	Att. “F” to this LOI – The Concept Plan
Traffic Impact Study	Att. “H” to this LOI – Traffic Impact Study (to follow at later date)

Water and sewage disposal and other utility plans	Att. "F" to this LOI – The Concept Plan & The paragraph above this table
A statement of intent containing disclosure of ownership, financial information, of the character of the proposed development, including a summary of gross density, types of dwelling units, stages of the development including completion of amenities, open space and landscaping.	This LOI  Att. "F" to this LOI – The Concept Plan  Att. "G" to this LOI – Plan Book
A master drainage plan	Att. "F" to this LOI – The Concept Plan

### **THE ZONING CRITERIA**

Section 909 of the Zoning Ordinance sets out certain criteria (the "**Zoning Criteria**") by which the Application should be reviewed. Below, the Zoning Criteria are restated along with the Applicant's analysis of each Zoning Criteria as applied to the Project proposed by the Application.

**1. The existing uses and zoning of nearby property and whether the proposed zoning will adversely affect the existing use or usability of nearby property.**

The Property is currently bounded by Highway 9, a single-family detached subdivision known as "Burt's Crossing" with a density of 3.5 dwelling units per acre, property of the Downtown Development Authority of the City of Dawsonville, Georgia, the City of Dawsonville Public Works Department, an attached townhome project with a density of 6.3 dwelling units per acre, another attached townhome project, with a density of 5.1 units per acre, an apartment development with a density of approximately 6.9 units per acre, a special events facility, and a duplex development with a density of approximately 10 units per acre.

The density analysis map below shows the density of residential developments in the area near the Property. The Project has a proposed density of 3.6 units per acre, which is less than all but 1 of the residential developments in the immediate vicinity of the Property.

[DENSITY ANALYSIS MAP BEGINS ON NEXT PAGE]



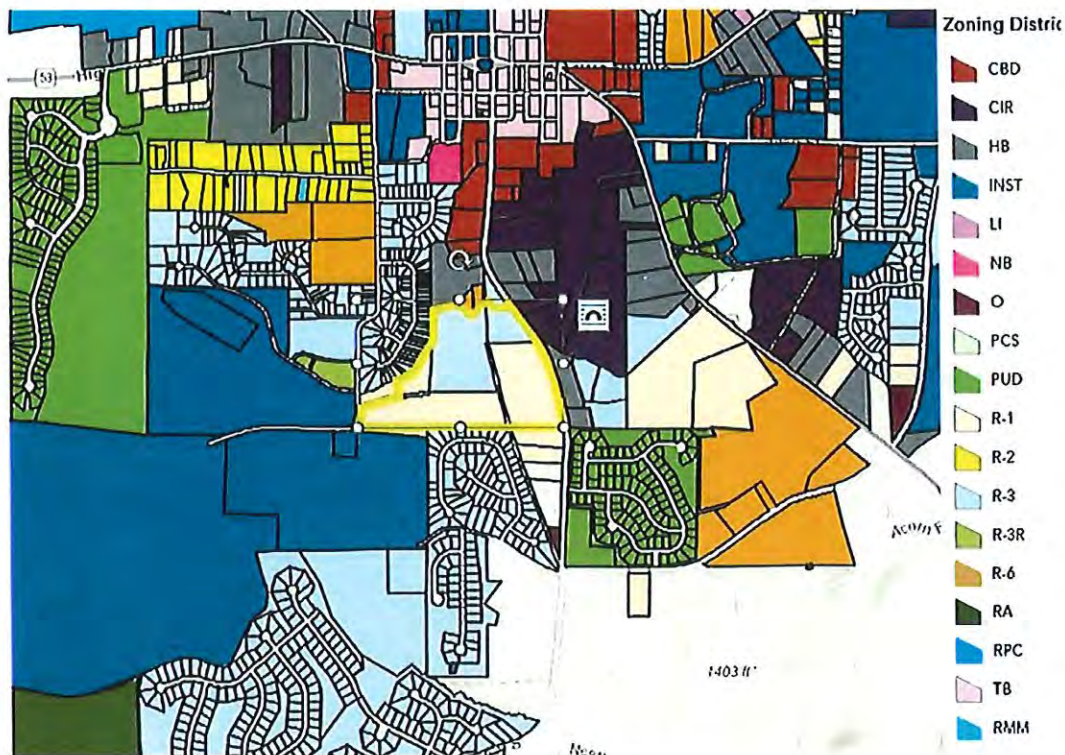


*Density Map  
Comparing proposed density of the Project and nearby developments*

As shown by the excerpt of the Zoning Map below, where the Property is outlined yellow, the zoning districts applied to nearby properties range from R-3, CIR, Restricted Industrial Commercial District ("CIR"), PUD, Planned Unit Development District ("PUD"), HB, Highway Business District ("HB"), Inst, Institutional District ("INST"), R-6, Multiple-Family Residential District ("R-6"), and R-3. In other words, the zoning and use of adjacent and nearby properties is varied from densities comparable to that proposed for the Project by the Application to densities multiple times greater than that proposed for the Project to mixed-use developments envisioned by the City (as further discussed below).

[EXCERPT OF ZONING MAP BEGINS ON NEXT PAGE]





*Excerpt of Zoning Map*

Thus, the zoning and use of nearby properties is consistent with the Project proposed by the Application. As a result, this criteria weighs in favor of approval of the Application.

**2. The extent to which property values are diminished by the particular zoning restrictions.**

As shown in the pictures above and as further discussed in response to Zoning Criteria number 9, and as shown by the aerial/satellite map below (where the Property is outlined yellow), the majority of properties near the Property (a) have been developed as residential developments with densities greater than that proposed for the Project, (b) are part of the Downtown Plan (defined below), or (c) are institutional/governmental properties. Thus, the existing zoning applied to the Property, particularly the R-1 zoning, diminishes the value of the Property. Additionally, the Property's value as a whole is diminished by the inability to develop it in a comprehensive manner, consistent with nearby developments. If the Application is not approved, the Applicant and the owners of the Property will be denied the right to develop the Property consistent with existing and proposed development on nearby and adjacent properties. Thus, this criteria supports approval of the Application.

[AERIAL/SATELLITE MAP BEGINS ON NEXT PAGE]





*Aerial Overview of Property*

**3. The extent to which the destruction of property values promotes the health, safety, morals or general welfare of the public.**

The Downtown Plan (discussed further in response to Zoning Criteria number 9) proposed for adjacent property and the development of other nearby properties for high density, master planned developments shows that the development trend in the area is towards residential densities comparable to or greater than the residential density proposed by the Project. As a result, there is no destruction of property values as a result of the Project. This Zoning Criteria, therefore, supports approval of the Application.

**4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner.**

The public would not gain if the Council did not approve the Application; instead, the public would be hindered in that it would be denied a quality development that proposes a residential use that would aid in the development of downtown Dawsonville by placing a semi-detached residential development within the area the subject of the Downtown Plan. More importantly, the public would be denied the components of the Public Use Land. Consequently, this criteria weighs in favor of approval of the Application.

**5. The physical suitability of the subject property for development as presently zoned and under the proposed zoning district.**

As shown by the Concept Plan, which has been designed by a Georgia professional civil engineer, the Property is suitable for the Project proposed by the Application. Additionally, the Project will comply with the requirements of the RPC zoning district, all zoning conditions imposed on the Property, and all applicable City ordinances. For these reasons, this criteria also supports approval of the Application.

**6. The length of time the property has been vacant, considered in the context of land development in the area in the vicinity of the property, and whether there are existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the rezoning request.**

But for two residential structures, the Property has remained vacant, while the land in the vicinity of the Property has developed with for various uses, including, but not limited to, residential developments with densities comparable to or greater than the density proposed by the Project. Thus, this criteria supports approval of the Application.

**7. The zoning history of the subject property.**

As shown on Attachment "C" to this Letter of Intent, the Property has not been rezoned, except by adoption of new zoning maps for the City. Accordingly, this factor also weighs in favor of approval of the Application.

**8. The extent to which the proposed zoning will result in a use, which will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, schools, parks, or other public facilities.**

As noted below, the Comp. Plan and the Downtown Plan (both defined below in response to Zoning Criteria number 9) contemplate development and redevelopment of adjacent and nearby properties for a mixture of uses. Additionally, as noted above, nearby properties have been developed with residential densities comparable to or greater than the density of the Project proposed by the Application.

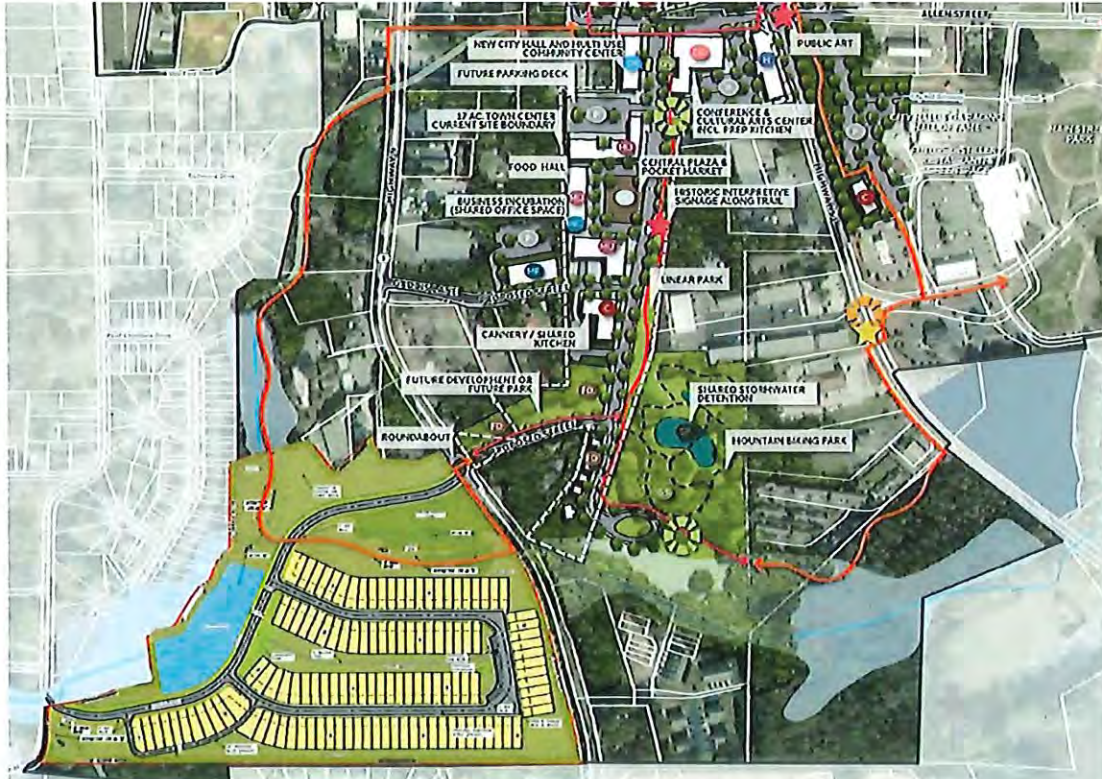
The Project proposes the Maple Street Extension, which will provide transportation connectivity between Maple Street and Highway 9. The Master Plan also proposes more than 14 acres for public use which will relieve the burden and congestion on existing streets, including the traffic circle at the Old Courthouse. For that reason, the Project is unlikely to cause excessive or burdensome use of existing streets, transportation facilities, utilities, schools, parks, or other public facilities. Instead, the Project will contribute new streets, transportation facilities, and parks. Thus, this criteria also supports approval of the Application.



**9. Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan, land use plan, or other adopted plans.**

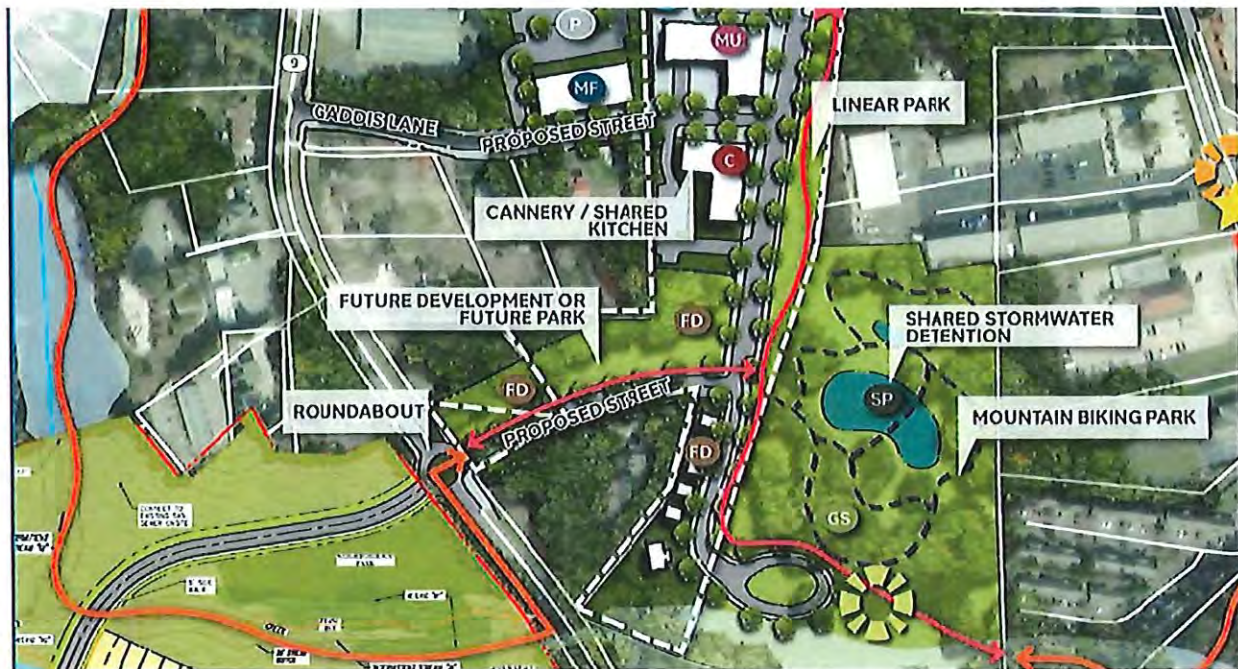
The Property is geographically situated such that, based on the proposed development plan, it uniquely facilitates numerous stated goals and objectives of the 2023 Comprehensive Plan (the “**Comp. Plan**”) and the Dawsonville Town Center Master Plan (the “**Downtown Plan**”). The Project includes the Maple Street Extension from the current dead end of Maple Street at the Public Works facility through the Property to Highway 9, directly across from the Dawsonville Town Center (the “**Town Center**”) contemplated in the Downtown Plan. (E.g., Downtown Plan, p. 7).

The Master Plan for the Project assumes more than 14 acres will be donated to the City for the Maple Street Extension and public parks/greenspace across Highway 9 from the Town Center and other public uses. Additionally, the Master Plan also proposes for the Applicant to provide most, if not all, of the property (from the Property) necessary to construct the roundabout the Downtown Plan contemplates along Highway 9 between the Town Center and the Project/Property. The Public Use Land will provide a natural extension of the proposed Town Center including the area needed to construct a portion of the multi-use trail that is shown on the Property and the Town Center in the Downtown Plan. Alternatively, the City may prefer to designate for commercial use one or more parcels within the Public Use Land.



*Concept Plan Overlaid on Downtown Plan*





*Concept Plan Overlaid on Downtown Plan & Showing the Roundabout and Maple Street Extension Park*

The Comp Plan states that “**Community Goals are the most important part of the plan**” and then lists goals and objectives, including the following:

***Continue efforts to improve the quality and variety of affordable housing***  
– As Dawsonville grows so has the demand for more types of housing, including increases demand for senior housing and multi-family units. The city is encouraged to find ways to encourage this variety while also ensuring a safe standard for all new housing units.

Comp. Plan, pp. 6, 12.

The Project will provide new, “for sale”, fee simple, semi-detached homes at a combination of price points and sizes that does not currently exist within the City limits or reasonably close to the City. When coupled with the other project by the Applicant that is currently being permitted at the other end of Maple Street which project has larger lots and larger homes, the Project provides for the quality, type, and variety of housing as desired by the Comp. Plan.

The Comp Plan also discusses “Community Needs and Opportunities” together with Mitigation Strategies for each listed item. Most relevant to this application is a sub-category labeled “Housing”, which lists the following items:

1. Aging housing stock/shortage of specific housing types

- Many local housing units may require structural maintenance or repair while many more may simply lack the amenities or features to remain economically viable in the face of a rapidly growing housing market.
- The recent growth Dawsonville is experiencing has produced an **imbalance in the measure of two housing types: quality entry level housing for the area's workforce, and special needs housing for the elderly and handicapped.** While these sectors are recognized as among the least viable for private developers, **failure to provide options within proximity of Dawsonville will only serve to increase the costs for those consumers and likely adversely impact the general economy and local quality of life.**

## 2. Maintain Housing Variety

- Natural demographic and economic **trends are increasing the volumes of smaller households** within all of Dawson County. As the community moves to support traditional family and large-household programs and development types, **Dawsonville must also ensure that a diversity of housing conditions and programs exist to support this variety of household types.**

Comp. Plan, p. 22 (emphasis added). The Project will clearly contribute to meeting the needs delineated in this section of the Comp Plan.

Among the other Needs and Opportunities are the following items along with certain Mitigation Strategies for each (emphasis added):

Need or Opportunity	Mitigation Strategy
• Managing Growth	• Focus on <b>improved street connectivity</b> and master planning that facilitates alleviating traffic congestion while allowing for future capacity building to promote economic vitality.
• Downtown economic development	• Consider utilizing Georgia Cities Foundation loans to revitalize and enhance downtown areas including such activities as <b>real estate acquisition</b> , building rehabilitation, new construction, the <b>creation of green space and parks or other public spaces</b> to support quality downtown revitalization
• Need for greenspace/ Improved management of greenspace	• Explore options for financing of <b>greenspace acquisition</b>



	<ul style="list-style-type: none"><li>• Seek <b>land acquisition</b> through Department of Natural Resources grants to acquire and establish areas <b>in or near downtown Dawsonville that promote either passive and/or active recreation</b>. Achieving this will benefit both the environment through potential land conservation, local resident quality of life, encourage health and wellness, as well as support efforts to promote downtown Dawsonville to the sports and outdoor tourism market.</li></ul>
<ul style="list-style-type: none"><li>• Balancing local traffic and commercial traffic</li></ul>	<ul style="list-style-type: none"><li>• Focus on <b>improved street connectivity</b> and master planning.</li><li>• Identify intersections where <b>roundabouts</b> can be utilized for safety improvements.</li></ul>

Comp. Plan, pp. 13, 15-16, 23, 29 (emphasis added).

The Project includes significant items consistent with the listed Mitigation Strategies. The Maple Street Extension through the Project to Highway 9 will directly connect the areas in the south and east areas of the City to the future planned Dawsonville Town Center and City Hall. The Applicant intends to donate more than 14 acres of land for public use. If the Application is approved, the Applicant will construct and dedicate the Maple Street Extension at no cost to the City. And the Applicant will dedicate the Public Use Land to the City, at no cost to the City.

Additionally, the Applicant is offering to include the design of the future planned roundabout in the plans for the Project the Public Use Land includes a significant portion of the property required to construct that roundabout.

The Comp. Plan also includes a **Land Use Assessment**, which includes the following statement:

While economic growth is desired, the overall form and types of development are equally important for maintaining the city's character. Central Dawsonville should be the focus of increased commercial, cultural, and civic activity, taking on a more traditional urban form within a small-town context and scale. **New housing will be encouraged with an emphasis on a variety of housing types and price points.** New single-family detached housing closer to the urban core should exhibit traditional neighborhood forms yet also have sustainable structures and lots that readily retain market value.

(Comp. Plan, p. 35 (emphasis added)).

Again, the Project helps “check the box” on this item as well as the next item in the Comp Plan labeled **Areas Requiring Special Attention**, which specifically lists Maple Street and states that Maple Street “require[s] significant improvements to aesthetics or attractiveness”. (Comp. Plan, p. 37).

Next, the Comp Plan describes the various **Character Areas** and includes a map of those Character Areas. The Property lies within two Character Areas – Residential and Gateway Corridor. (Comp. Plan, p. 51). The Property is bounded by four different Character Areas: Commercial, Gateway Corridor, Public/Institutional and Residential. (*Id.*). As noted above, the adjoining residential properties are developed at similar or significantly higher densities that what is proposed within the Project.

The Gateway Corridor character area is defined as excerpted below:

## ***2. Gateway Corridors***

### **Description**

This is the area immediately outside of Central Dawsonville that features a mix of uses, including modern subdivisions and shopping centers, and is most often **characterized by the transition from downtown to more rural Dawson County. Its designation is both the result of this need to transition between extreme densities and the desire to strengthen the urbanized core of Central Dawsonville.**

As development in this area will comprise **mostly of residential uses** and smaller-scale commercial activities, it has been designated Urban Neighborhood. As implied, the scale and form of new development should complement (not necessarily be equal to) that found in Central Dawsonville, particularly with regards to the density of land use, size of blocks and capacity for pedestrian accessibility. **Streets should maintain connectivity**, especially downtown, and properties should limit frontage parking areas. **Residential uses may include subdivisions, but these should minimize cul-de-sacs, feature multiple access points, and emphasize connectivity with the city.**

(Comp. Plan, p. 42 (emphasis added)).<sup>4</sup>

The Project fits the proposed uses in the Gateway Corridor character area. It facilitates the recommended goal of transitioning from higher density uses and includes the recommended development features of multiple entries, a loop street and alley (as opposed to cul-de-sacs), and street connectivity. Additionally, as a residential project, the Project is consistent with the Residential character area. Although the Residential character area generally calls for larger lots,

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<sup>4</sup> Note the term Urban Neighborhood is not defined in the Comp. Plan.

as noted above and as contemplated by the Gateway Corridor character area, the Property is uniquely situated for the type of development needed to fulfil the Comp. Plan's and (as discussed further below) the Downtown Plan's visions. (Comp. Plan, p. 45).

Two items contained in the Downtown Plan directly involve the Property and are incorporated into the Project and the Master Plan. First is the roundabout discussed above and the other is a multi-use trail which is shown entering the Property at the proposed roundabout, traversing the Property and eventually tying back into the Dawsonville Town Center at the proposed new City Hall.

Therefore, the Project proposed by the Application is in conformity with the policy and intent of the comprehensive plan, land use plan, and other adopted plans. And this criteria also weighs in favor of approval of the Application.

### CONCLUSION

The unique location of the Property relative to the planned Town Center, together with the proposed Maple Street Extension and the donation of significant amounts of land for public use present an opportunity which may not exist anywhere else in the City of Dawsonville. The proposed density in the Project is significantly less than many existing, adjacent residential developments, but sufficient to allow for the proposed beneficial elements to the City while still being economically viable.

If approved, the Project will supply a much-needed housing option that provides the lifestyle, affordability, and quality that is needed throughout every community in the country, including Dawsonville. The Project will provide residents with pedestrian access to the Public Use Land and the Town Center.

To ensure that the development is of the high-quality that the Applicant expects and delivers for its developments, the Applicant proposes the following conditions of approval (the "**Proposed Conditions of Approval**") for the Council's consideration:

1. As required by Zoning Ordinance § 1802(6), the Project shall be developed in general compliance with the Concept Plan, notwithstanding any provision to the contrary in the Zoning Ordinance or the Land Development Regulations of the City of Dawsonville, codified as Subpart B to The Code of Dawsonville, Georgia, and with reasonable modifications necessary to fully engineer and develop the Project on the Property.
2. The minimum heated square footage of dwellings within the development shall be 1,734.
3. The minimum width of dwellings within the development shall be 22 feet.

4. The term "semi-detached" dwellings shall be deemed multi-family dwellings, and semi-detached dwellings shall be two or more dwellings that share one or more common footings or foundation wall(s).
5. The development shall include, as an active amenity, a walking trail, a playground area, and the public use area contemplated by the Concept Plan submitted with the Application.
6. The property contemplated by the Concept Plan for dedication for public purposes, including, but not limited to public park space, shall be included in calculating the required open space for the development.
7. The Applicant, its successors or assigns, contemporaneous with its submission of an application for land disturbance permit, shall commission civil engineering design for the traffic circle (i.e., roundabout) contemplated by The Comprehensive Downtown Strategic Plan of Dawsonville Town Center Master Plan. The City will utilize said plan, and bear the expense of revisions to said design for, the right of way acquisition for, and construction and maintenance of said traffic circle (i.e., roundabout).
8. The Public Use Land, once conveyed to the City, shall be automatically zoned INST, Institutional District, without the necessity for any further action by the City Council.
9. Notwithstanding Section 109-53 of The Code of Dawsonville, Georgia, the Applicant shall install a 5' sidewalk on the south side of the Maple Street Extension only and shall grade the shoulder on the north side of the Maple Street Extension to provide for a potential 8' wide multi-use path to be constructed by the City in the future.

Thank you for the opportunity to present this project on behalf of the Applicant and for the City Council's consideration of the Application. Should you have any questions or concerns, please do not hesitate contact me.

Sincerely,

**TAYLOR DUMA LLP**  
Counsel for the Applicant

A handwritten signature in black ink, appearing to read "Steven L. Jones", written over a horizontal line.

Steven L. Jones

Dawsonville, Georgia  
June 4, 2025  
Page 16 of 16

1600 Parkwood Circle  
Suite 200  
Atlanta, Georgia 30339  
(678) 336-7282  
sjones@taylorenghish.com

cc: Kevin Tallant, Esq (City Attorney, via email)  
Applicant (via email)

Enclosures, as follows:

- Attachment "A" - Chart of TPNs, Owners, and acreage of the Property
- Attachment "B" - The Application
- Attachment "C" - Documentation of the current zoning of the Property
- Attachment "D" - Surveys of the Property
- Attachment "E" - A legal description of the Property
- Attachment "F" - The Concept Plan
- Attachment "G" - Plan Book
- Attachment "H" - Traffic Study
- Attachment "I" - Constitutional Objection
- Attachment "J" - *York* Objection



**ATTACHMENT "A"**

**[CHART OF TPNS, OWNERS, AND ACREAGE OF THE PROPERTY]**

Tax Parcel Number	Owner	Address	Acreage
093 010	Jimmy Jenkins & Judy Jenkins	592 Highway 9 South	17.49 +/-
093 011	Danny Gordon Weaver & Morgan J. Weaver	93 Southwest Border Ave.	1.96 +/-
D02 004	Pamela Joy Oliver Gilleland as Executrix of the Estate of Raymond Roger Gilleland & Dwight Delano Gilleland	0 Dan Roper Lane & 0 Southwest Border Ave.	10.1 +/-
D04 010	Pamela Joy Oliver Gilleland as Executrix of the Estate of Raymond Roger Gilleland & Margaret Callicott Gilleland	416 Highway 9 South	3 +/-

**ATTACHMENT "B"**

**[THE APPLICATION – BEGINS ON NEXT PAGE]**



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

## Zoning Amendment Application

Application#: C2500171

Applicant Name(s): PR Land Investments, LLC c/o Steven L. Jones, Taylor Duma LLP

Address: 1600 Parkwood Circle, Suite 200 City: Atlanta, Georgia Zip: 30339

Cell Phone: [REDACTED] Email: [REDACTED]

Signature(s) /s/ Steven L. Jones Date 6/4/2025

592 Highway 9 South, 416 Highway 9 South, 93 Southwest Border Ave.,  
Property Address: 0 Dan Roper Lane, & 0 Southwest Border Ave.

Directions to Property from City Hall: From Allen Street, turn right/north onto Highway 53. At the round-about, take the  
5th exit onto Highway 9 South. Proceed on Highway 9 for approx. 4/10th of a mile where the property will be on the right/ west.

Tax Map Parcel #: 093 010, 093 011, D02 004, & D04 010 Current Zoning: R-1 & R-3

Land Lot(s): 507 & 508 District: 4th Section: 1st

Subdivision Name: N/A Lot # N/A

Acres:                      Current use of property: Vacant or Residential

Has a past request of Rezone of this property been made before?                      If yes, provide ZA #                     

### The applicant request:

Rezoning to Zoning category: RPC Conditional Use permit for: N/A

Proposed use of property if rezoned:                     

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

Amenity area proposed Yes, if yes, what Neighbor hood Park

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

Utilities: (utilities readily available at the road frontage): Yes Water Yes Sewer Yes Electric Yes Natural Gas

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

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

Road name: Highway 9 & Maple Street Type of Surface: Asphalt

- ♦ Failure to complete all sections will result in rejection of application and unnecessary delays.
- ♦ I understand that failure to appear at a public hearing may result in the postponement or denial of this application.

[Signature]  
Signature of Applicant

6/5/2025  
Date

Office Use Only	
Date Completed Application Rec'd:	Amount Paid: \$ CK Cash CC
Date of Planning Commission Meeting:	Dates Advertised:
Date of City Council Meeting:	Rescheduled for next Meeting:
Date of City Council Meeting:	Approved by City Council: YES NO
Approved by Planning Commission: YES NO	Postponed: YES NO Date:

**Property Owner Authorization**

I / We Dwight D. Givens hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) 410 Hwy 95 (NW Dawson) (Dawson) as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by the request.

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

Printed Name of Property Owner Dwight D. Givens  
Signature of Property Owner [Signature] Date 3/5/25  
Mailing Address P.O. Box 157  
City Dawson State GA Zip 30137

Sworn and subscribed before me on this

5<sup>th</sup> day of March 2025

Cindy E. Ballard  
Notary Public, State of Georgia

My Commission Expires: March 16, 2025





**Property Owner Authorization**

I / We Jimmy Jenkins hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) 542 Hwy 1 S (P.O. Box 111) as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by the request.

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

Printed Name of Property Owner Jimmy Jenkins  
Signature of Property Owner Jimmy Jenkins Date 3-5-25  
Mailing Address P.O. Box 111  
City Dawsonville State GA Zip 30734

Sworn and subscribed before me on this

5<sup>th</sup> day of March 2025

Cindy E. Ballard  
Notary Public, State of Georgia

My Commission Expires: March 16, 2025



Notary Seal



**Property Owner Authorization**

I / We WEAVER DANNY GORDON & MORGAN J hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) 093 011 as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by the request.

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

Printed Name of Property Owner Morgan Jade Weaver  
Signature of Property Owner [Signature] Date 06-02-25  
Mailing Address 93 S.W. Border Ave.  
City Dawsonville State GA Zip 30534

Sworn and subscribed before me on this

2 day of JUNE 2025

[Signature]  
Notary Public, State of Georgia

My Commission Expires: 7/15/2028



**Disclosure of Campaign Contributions**  
**Applicant(s) and Representative(s) of Rezoning**

Pursuant to OCGA, Section 36-67 A-3, A, the following disclosure is mandatory when an applicant or any representation of application for rezoning has been made with two years immediately preceding the filing of the applicant's request for rezoning, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application for rezoning.

It shall be the duty of the applicant and the attorney representing the applicant to file a disclosure with the governing authority of the respective local government showing the following:

1. Name of local official to whom campaign contribution was made:

None

2. The dollar amount and description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

Amount \$ N/A

Date: N/A

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

N/A

T. B. Clew

Signature of Applicant / Representative of Applicant

6/4/25

Date

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

**Disclosure of Campaign Contributions**  
**Applicant(s) and Representative(s) of Rezoning**

Pursuant to OCGA, Section 36-67 A-3. A, the following disclosure is mandatory when an applicant or any representation of application for rezoning has been made with two years immediately preceding the filing of the applicant's request for rezoning, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application for rezoning.

It shall be the duty of the applicant and the attorney representing the applicant to file a disclosure with the governing authority of the respective local government showing the following:

1. Name of local official to whom campaign contribution was made:

N/A

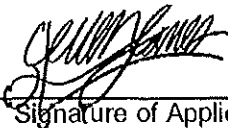
2. The dollar amount and description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

Amount \$ N/A

Date: N/A

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

N/A



\_\_\_\_\_  
Signature of Applicant / Representative of Applicant

8/5/2025

\_\_\_\_\_  
Date

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

**ATTACHMENT "C"**

**[DOCUMENTATION OF CURRENT ZONING OF THE PROPERTY – BEGINS ON  
NEXT PAGE]**

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



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

PR Land Investments, LLC  
Attn: Mr. Michael Miller  
285 Parkway 575  
Woodstock, GA, 30188  
dmm@piedmontinv.com

RE: Zoning Verification;  
Dawson County Tax Parcel Identification Numbers ("TPNs") 093 010; 093 011; D02 004; and D04 010

Dear Mr. Miller:

In response to your request for confirmation of the zoning districts applied to the above, this letter confirms that the above-referenced parcels are zoned as follows:

Dawson County Tax Parcel Identification Number	Current Zoning under the Zoning Ordinance of the City of Dawsonville
093 010	R-1
093 011	R-1
D02 004	R-3
D04 010	R-3

None of these parcels have previously been rezoned.

Thank you,

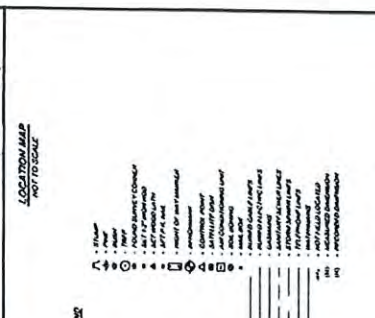
*Stacy Harris*

Stacy Harris



**ATTACHMENT "D"**

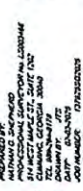
**[SURVEYS OF THE PROPERTY – BEGINS ON NEXT PAGE]**



HIGHWAY 9  
(80' RW PER PB 60 PG 221)



**BOUNDARY SURVEY FOR:**  
**PEIDMONT RESIDENTIAL**

[illegible]

Parcel Line	Table	Line	Length	Direction
L1	44.14	N3° 42' 30"E		
L2	46.37	N0° 00' 30"E		
L3	36.04	N1° 47' 09"E		
L4	73.50	N79° 47' 09"E		
L5	97.92	N74° 43' 20"E		
L6	50.46	N69° 23' 30"E		
L7	38.14	N75° 35' 37"E		
L8	71.70	N48° 37' 20"E		
L9	66.37	N6° 18' 22"E		
L10	68.70	N63° 27' 30"E		
L11	136.00	N64° 17' 30"E		
L12	10.87	N81° 48' 18"E		
L13	129.37	N0° 37' 30"E		

Hand-drawn sketch map of the area around the intersection of Border Ave and Highway 100. The map shows a road layout with several numbered points (1-13) and a handwritten note: "CONTINUED OF ROAD MAP 65 100".



## ATTACHMENT "E"

### [LEGAL DESCRIPTION OF THE PROPERTY]

*All that tract or parcel of land lying and being in Land Lot 507 and 508 of the 4th District, 1st Section of Dawson County, Georgia and being more particularly described as follows:*

*Beginning at a found 1" rebar located on the Westerly right-of-way of Highway 9; thence leaving said right-of-way along the Southerly line of Land Lot 508 S89°-47'-21"E., 500.61 feet to a found ½ inch rebar; thence S89°-54'-04"E., 786.91 feet to a set pin also being the common corner for land lots 507, 508, 513, and 514; thence S89°-56'-55"E., 675.92 feet; thence leaving said land lot line along a curve to the left 79.95 feet with a radius of 132.53 feet; said curve being subtended by a chord bearing N20°-26'-53"E, and a chord distance of 78.74 feet; thence N03°-42'-57"E., 44.14 feet; thence N00°-06'-36"E., 46.57 feet; thence N01°-47'-09"E., 38.04 feet; thence following along the center line of Border Ave the following 9 courses and distances: following along a curve to the left a distance of 26.09 feet with a radius of 119.99 feet; said curve being subtended by a chord bearing N85°-25'-33"E and a chord distance of 26.04 feet; thence N79°-47'-09"E., 73.30 feet; thence N74°-45'-20"E., 97.92 feet; thence N69°-25'-29"E., 60.46 feet; thence N75°-55'-37"E., 28.14 feet; thence N81°-37'-29"E., 71.70 feet; thence N82°-16'-22"E., 96.37 feet; thence N85°-27'-26"E., 69.70 feet; thence N84°-17'-38"E., 138.00 feet; thence leaving centerline of said road N00°-58'-21"E., 442.61 feet; thence N00°-24'-51"E., 311.26 feet to a found rebar; thence N74°-04'-22"E., 297.57 feet; thence S38°-06'-37"E., 147.22 feet; thence N48°-00'-48"E., 189.43 feet; thence N04°-36'-18"E., 170.14 feet to a found monument; thence N61°-49'-19"E., 10.87 feet; thence N0°-37'-30"E., 129.37 feet to a point located on the Westerly right-of-way of Highway 9; thence moving along said right-of-way the following 8 bearings and distances: following along a curve to the left a distance of 272.99 feet and a radius of 1953.87 feet; said curve being subtended by a chord bearing S30°-15'-21"E and a chord distance of 292.77 feet; thence along a curve to the left a distance of 290.67 feet with a radius of 3144.02 feet; said curve being subtended by a chord bearing S35°-55'-08"E and a chord distance of 290.56 feet; thence S38°-03'-51"E., 191.99 feet; thence along a curve to the right a distance of 82.20 feet with a radius of 829.86 feet; said curve being subtended by a chord bearing S37°-47'-34"E and a chord distance of 82.17 feet; thence along a curve to the right a distance of 168.43 feet and a radius of 838.09 feet; said curve being subtended by a chord bearing S29°-17'-34"E and a chord distance of 168.15 feet; thence along a curve to the right a distance of 241.71 feet with a radius of 2411.63 feet; said curve being subtended by a chord bearing S17°-27'-31"E and a chord distance of 241.61 feet; thence S15°-34'-10"E., 218.34 feet; thence following along a curve to the right a distance of 198.13 feet with a radius of 1012.36 feet; said curve being subtended by a chord bearing S11°-38'-22"E and a chord distance of 197.81 feet to the Point of Beginning*

*Said parcel of land contains 32.75 acres more or less of land.*

### TOGETHER WITH

*All that tract or parcel of land lying and being in Land Lot 507 of the 4<sup>th</sup> District, 1<sup>st</sup> Section of Dawson County, Georgia, containing 1.96 acres, more or less, as shown on a plat prepared by Jimmy D. Bullock, Georgia Registered Surveyor, a copy of which is recorded in Plat Book 35, Page 35, Dawson County Deed Records, to which plat this reference is made and incorporated herein by reference.*

**ATTACHMENT “F”**

**[THE CONCEPT PLAN – BEGINS ON NEXT PAGE]**





**ATTACHMENT "G"**

**[PLAN BOOK – BEGINS ON NEXT PAGE]**

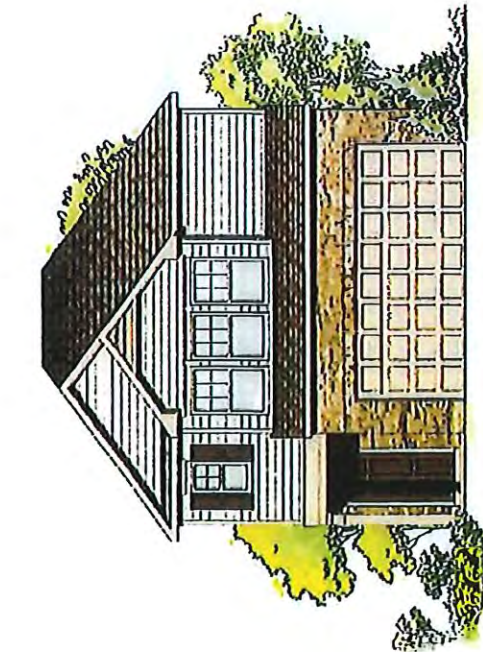


Maple Street and Hwy 9

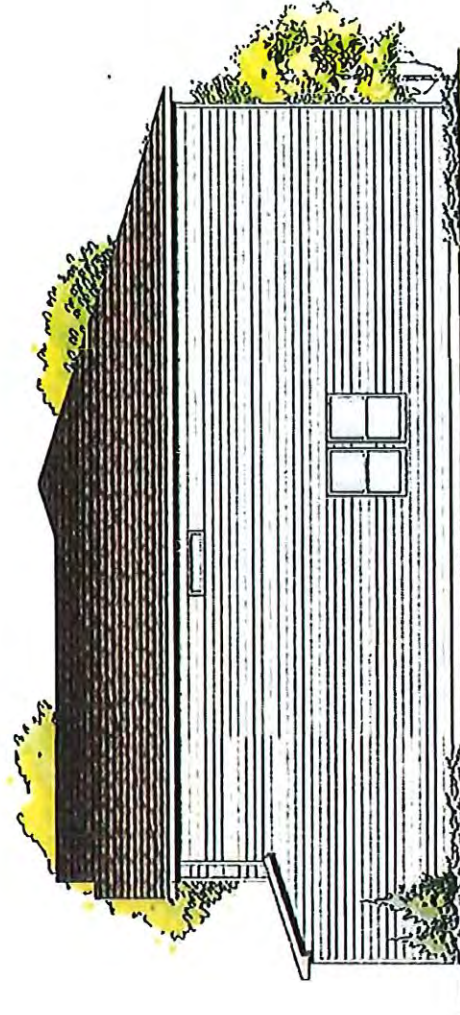
Maple Street View  
Dawsonville, GA







FRONT ELEVATION

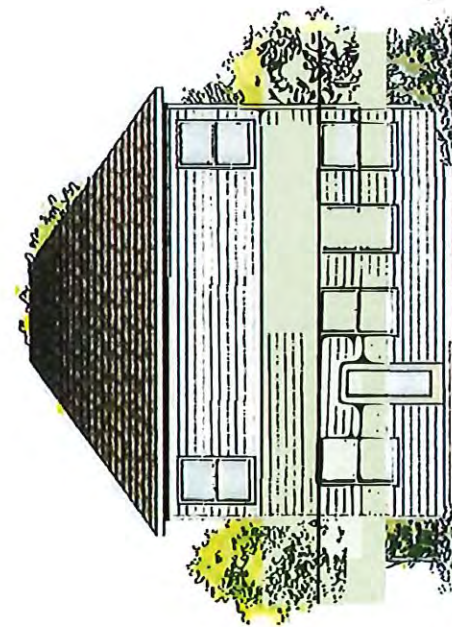


RIGHT ELEVATION

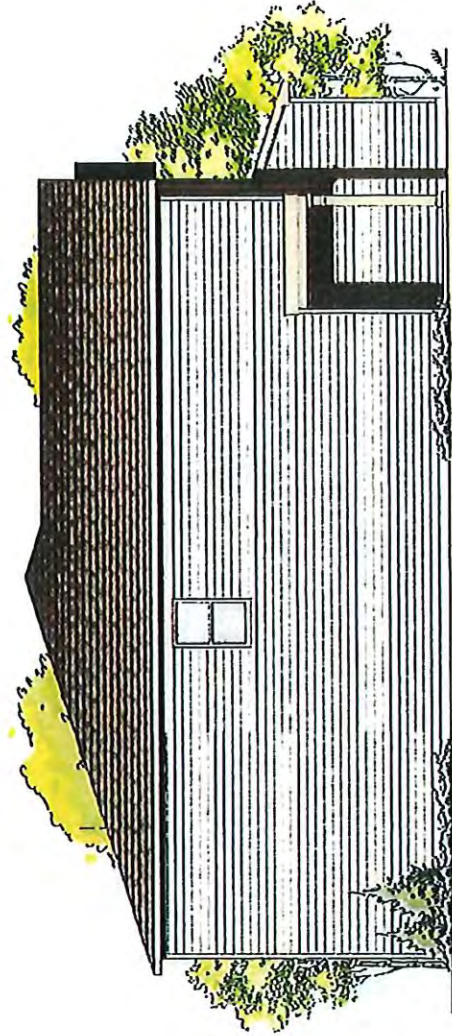
ELEVATION DSR4  
SCHEME #32

Sweetbriar  
April 12, 2024





REAR ELEVATION



LEFT ELEVATION

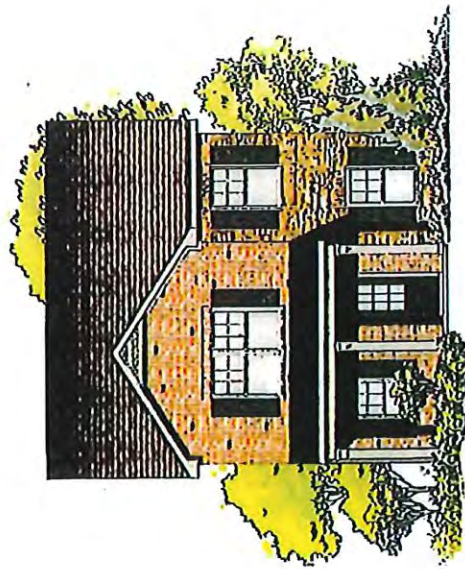
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SCHEME #32



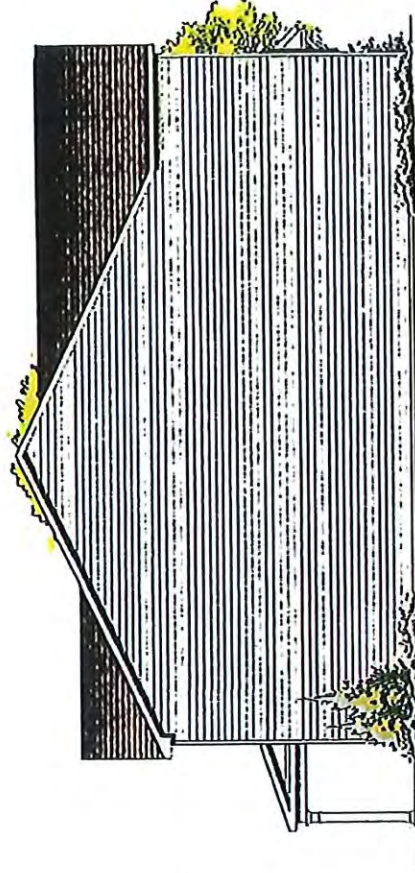
PIEDMONT  
RESIDENTIAL

Sweetbriar  
April 12, 2024





FRONT ELEVATION



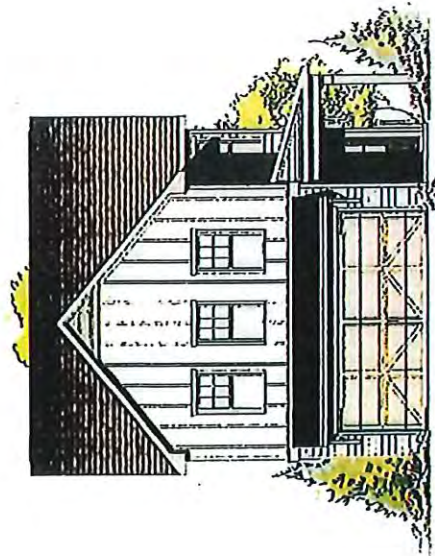
RIGHT ELEVATION

BROOKFIELD - ELEVATION A  
COLOR SCHEME #23

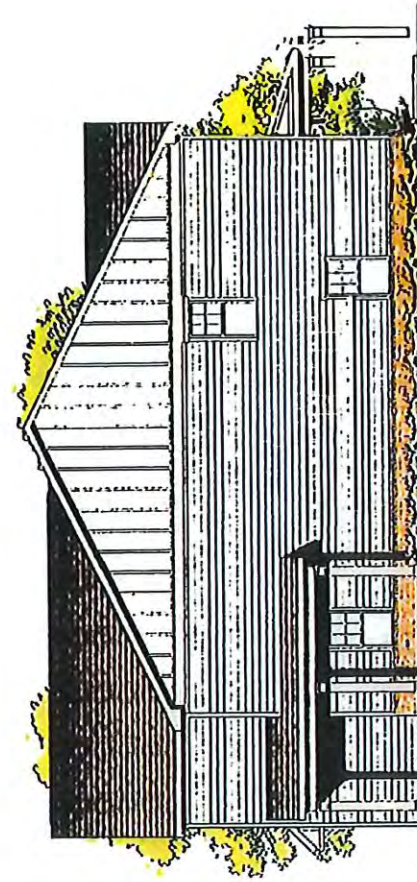


MAIN STREET  
*Design Co.*





REAR ELEVATION

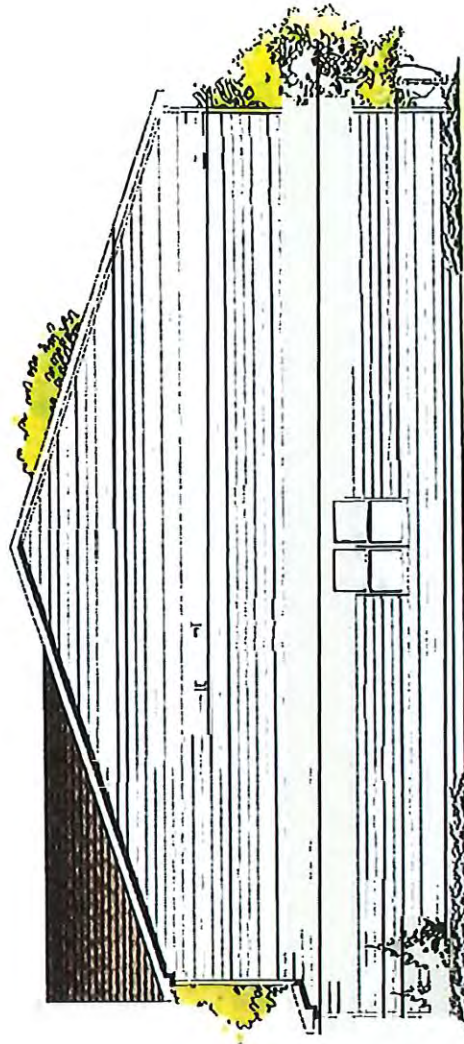


LEFT ELEVATION

BROOKFIELD - ELEVATION A  
COLOR SCHEME #23



FRONT ELEVATION



RIGHT ELEVATION

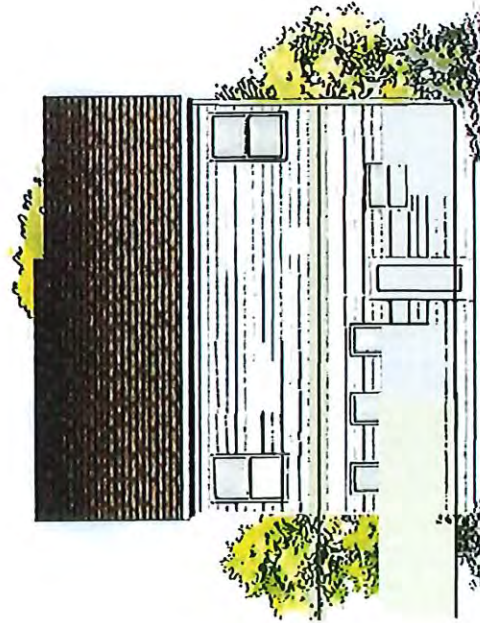
ELEVATION CSR4  
SCHEME #18



Springdale  
April 12, 2024







REAR ELEVATION



LEFT ELEVATION

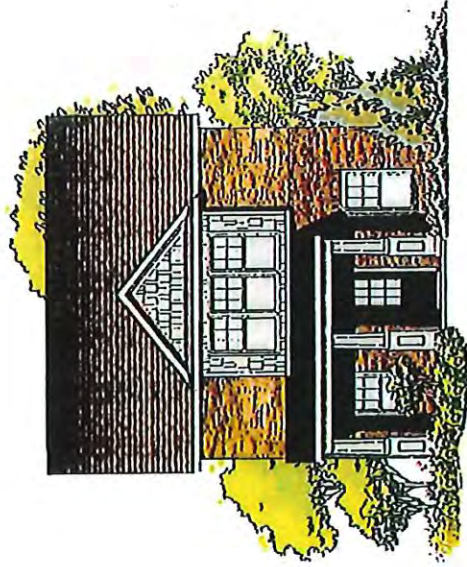
ELEVATION CSR4  
SCHEME #18



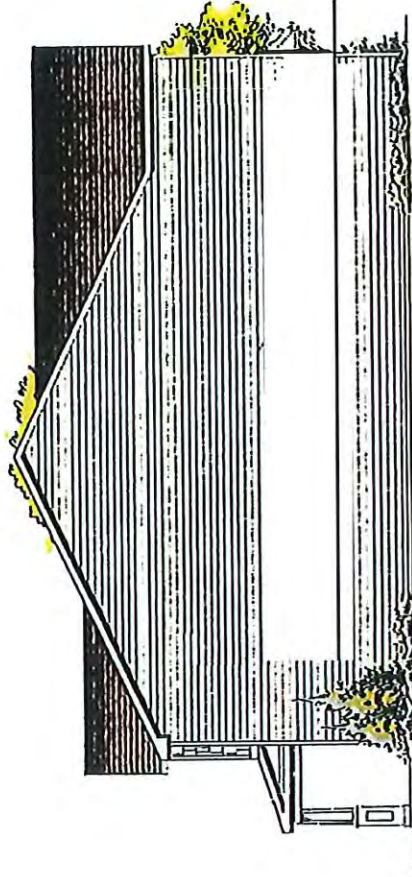
PIEDMONT  
RESIDENTIAL

Springdale  
April 12, 2024





FRONT ELEVATION

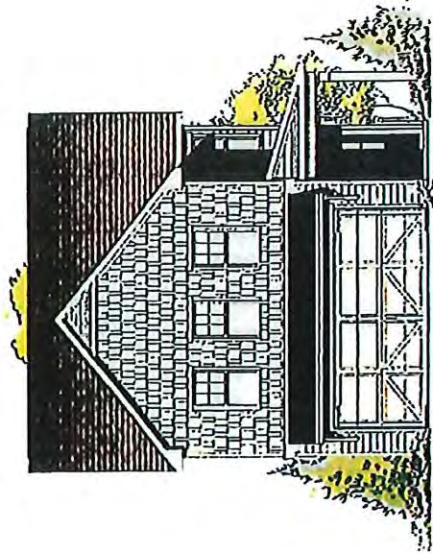


RIGHT ELEVATION

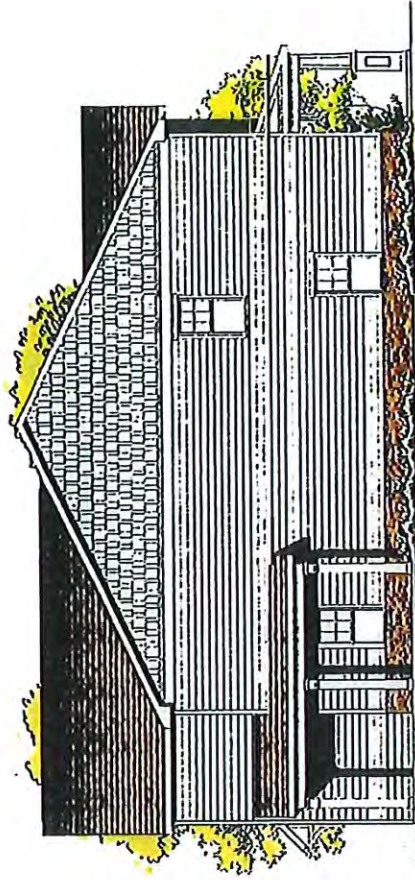
ADDISON - ELEVATION B  
COLOR SCHEME #34







REAR ELEVATION



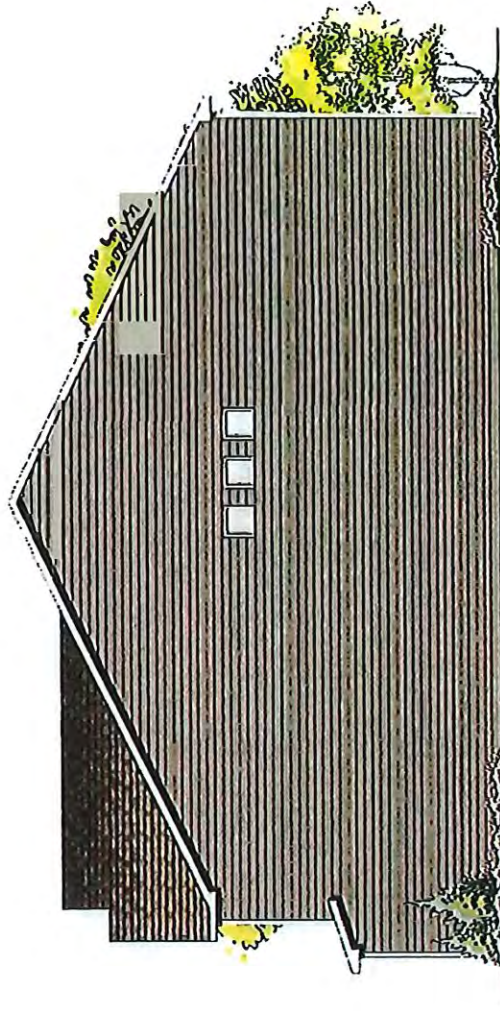
LEFT ELEVATION

ADDISON - ELEVATION B  
COLOR SCHEME #34





FRONT ELEVATION



RIGHT ELEVATION

ELEVATION CSR3  
SCHEME #30

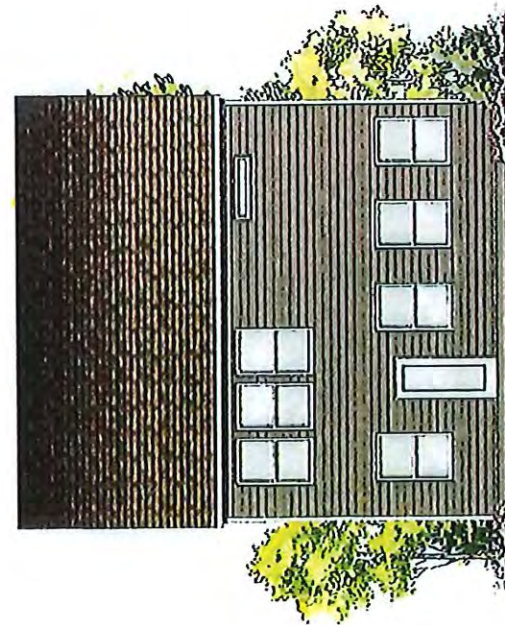
Cambridge  
April 15, 2024



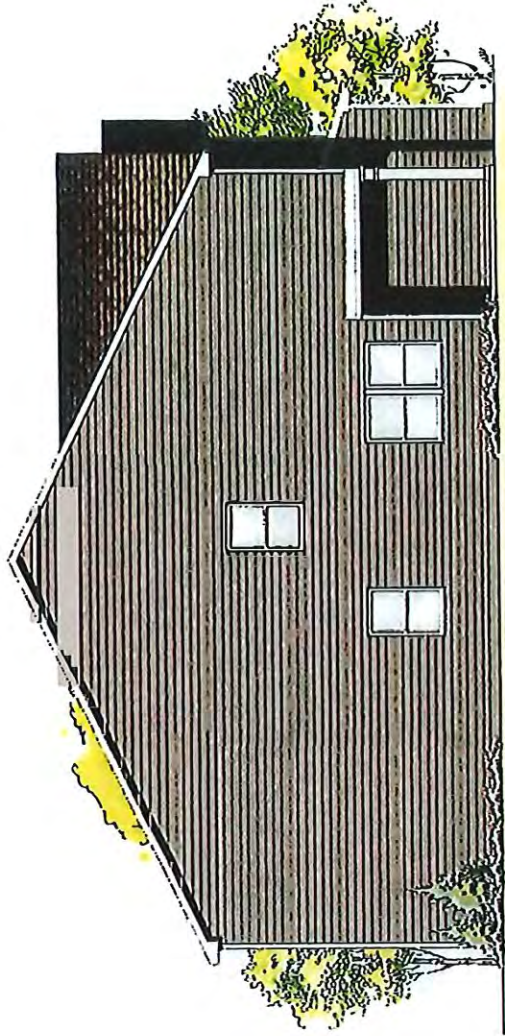
PIEDMONT  
RESIDENTIAL







REAR ELEVATION



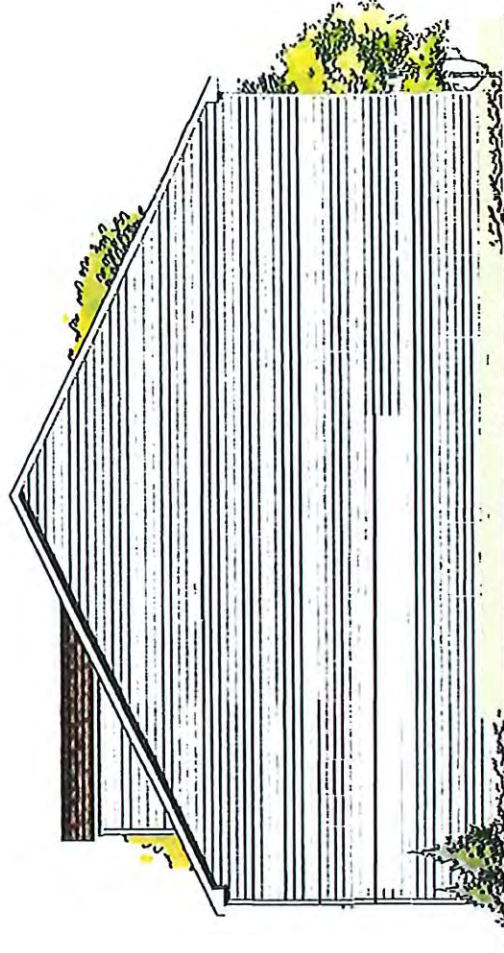
LEFT ELEVATION

ELEVATION CSR3  
SCHEME #30

Cambridge  
April 15, 2024



FRONT ELEVATION

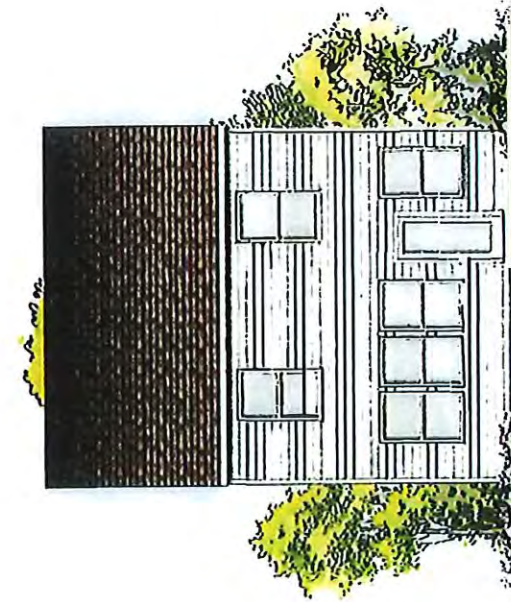


RIGHT ELEVATION

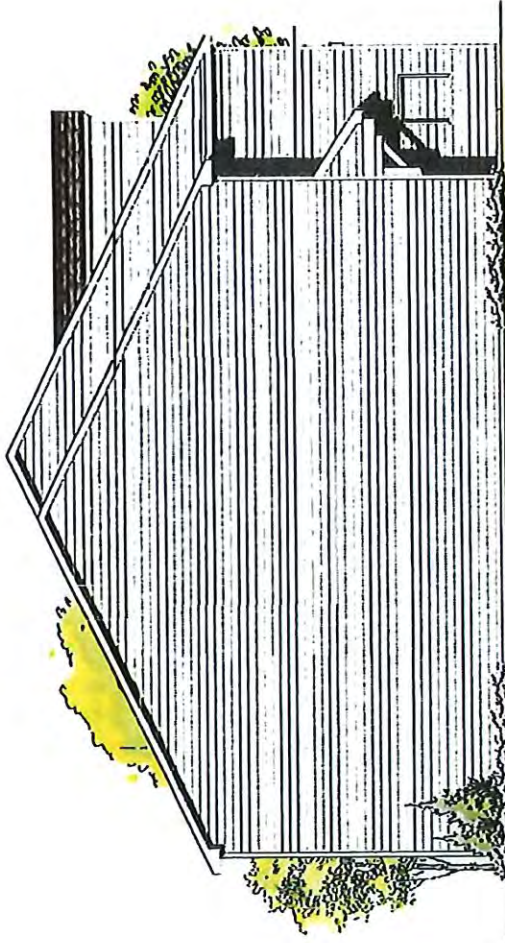
ELEVATION CSR2  
SCHEME #31

Rutherford  
April 12, 2024





REAR ELEVATION



LEFT ELEVATION

ELEVATION CSR2  
SCHEME #31

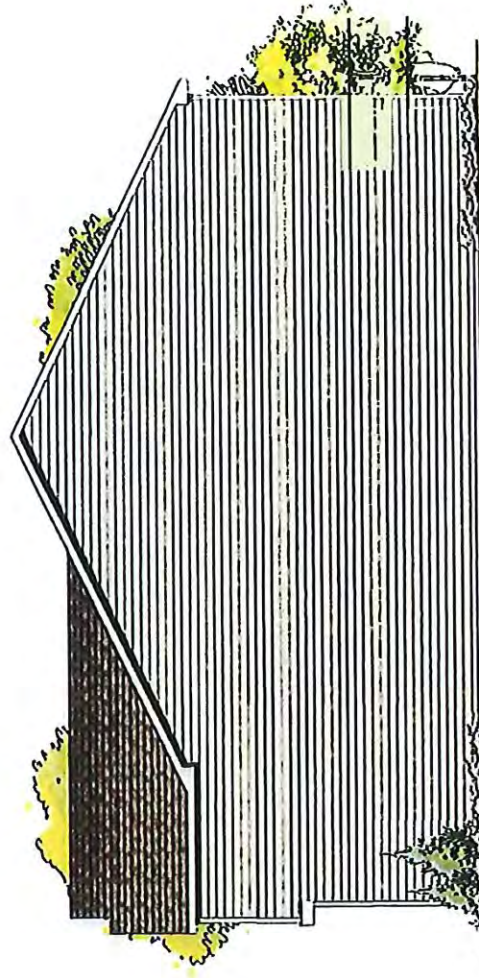


Rutherford  
April 12, 2024





FRONT ELEVATION



RIGHT ELEVATION

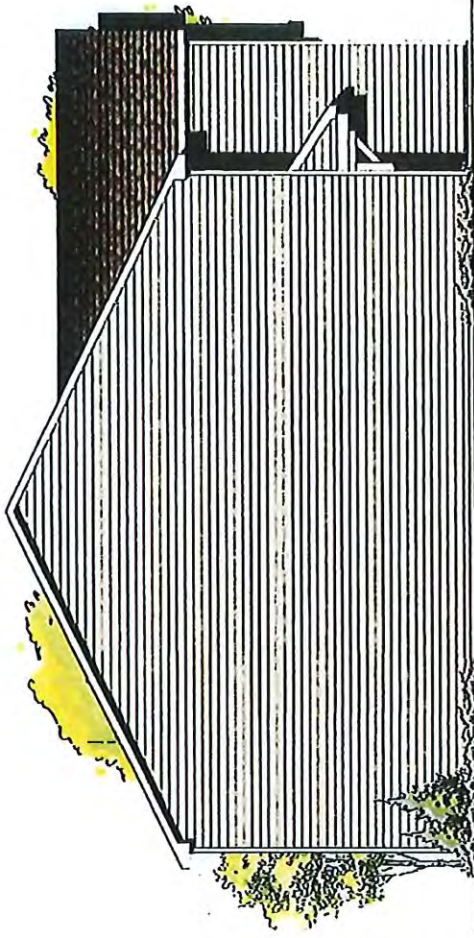
ELEVATION BSB2  
SCHEME #27

Turner  
April 12, 2024





REAR ELEVATION

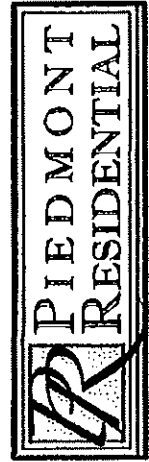
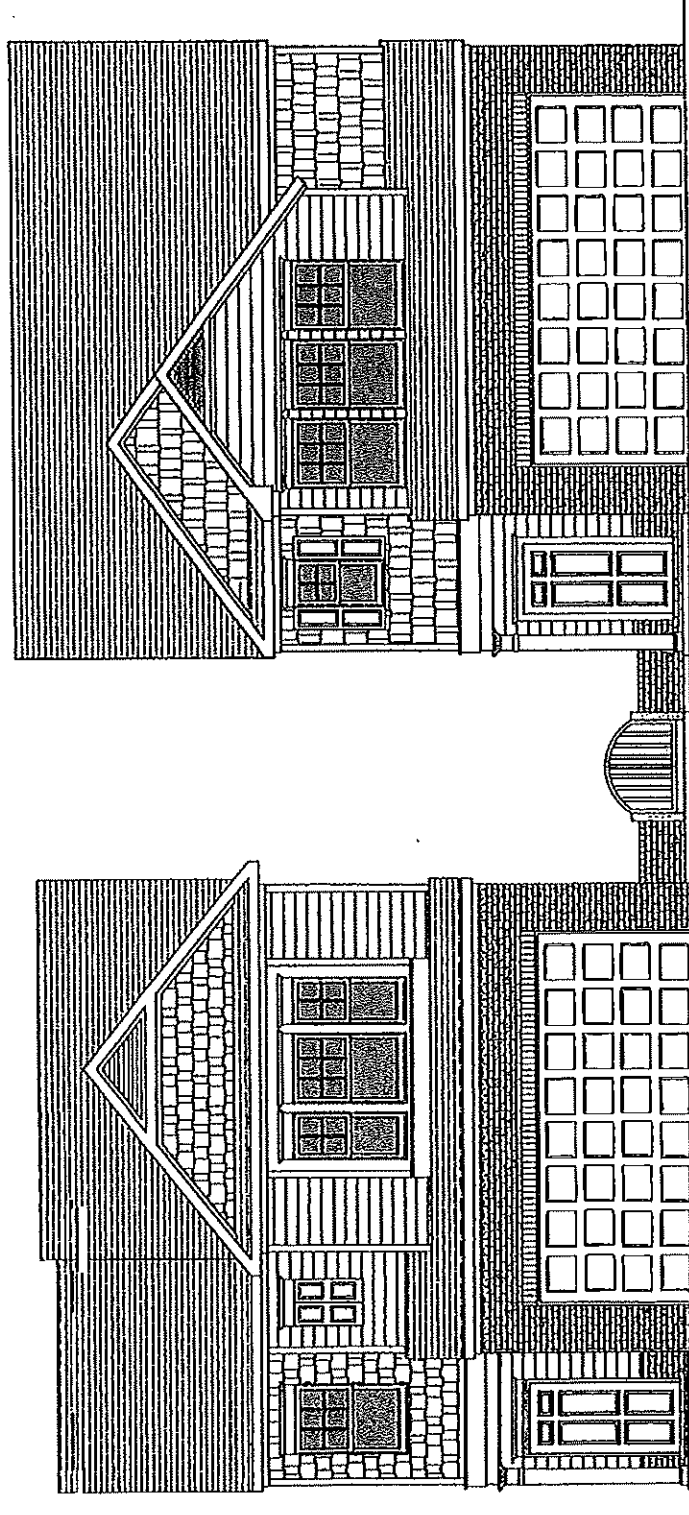


LEFT ELEVATION

ELEVATION BSB2  
SCHEME #27

Turner  
April 12, 2024

# The GLADE / SPRINGDALE



Piedmont Residential in its sole discretion, reserves the right to modify and change these features in order to improve the homes. This is for information only and is not a part of a legal contract and is subject to errors, omissions and change.

PRINT DATE: 04/26/23

**ATTACHMENT "H"**

**[TRAFFIC IMPACT STUDY – BEGINS ON NEXT PAGE]**

## **ATTACHMENT "P"**

### **CONSTITUTIONAL OBJECTION**

As applied to the real property of the owners identified in the foregoing Attachment "A"<sup>1</sup> (collectively, the "Owners") which are identified as the Dawson County Tax Assessor Parcel Numbers ("TPN") identified in the foregoing Attachment "A" (collectively, the "Property") and is the subject of the previously-filed Application (as that term is defined in the foregoing letter) of PR Land Investments, LLC (the "Applicant"), if the Application, in whole or in part, is not approved or is approved with conditions not consented to by the Applicant, the Zoning Ordinance of the City of Dawsonville (the "Zoning Ordinance"), codified as Appendix A to The Code of Dawsonville, Georgia, will be unconstitutional in that the Applicant's (and the Owners') property rights in and to the Property will be destroyed without first receiving fair, adequate, and just compensation for such property rights. As applied to the Property and the Applicant, in such case, such action on the Application and the Zoning Ordinance, as applied to the Property and the Applicant and facially, will deprive the Applicant (and the Owners) of constitutionally protected rights in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States of America; Article I, Section I, Paragraphs I-II of the Constitution of the State of Georgia of 1983; Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Due Process and Equal Protection Clauses of the Fourteenth Amendment to the Constitution of the United States of America.

If the Application, in whole or in part, is not approved or is approved with conditions not consented to by the Applicant, such action on the Application and the Zoning Ordinance, as applied to the Property and the Applicant and facially, will be unconstitutional, illegal, arbitrary, capricious, null, and void, constitute a taking of the Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States of America; Article I, Section I, Paragraphs I-II of the Constitution of the State of Georgia of 1983; Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States of America thereby denying the Applicant (and the Owners) an economically viable use of the Property while not substantially advancing legitimate state interests.

Inasmuch as it is impossible for the Applicant (and the Owners) to use the Property and simultaneously comply with the Zoning Ordinance, and if the Application, in whole or in part, is not approved or is approved with conditions not consented to by the Applicant, such action on the Application and Zoning Ordinance, as applied to the Property and the Applicant and facially, will constitute arbitrary, capricious, and unreasonable acts by the City of Dawsonville, Georgia (the "City"), by and through the City Council of the City (the "Council"), without any rational basis therefor and constitute abuses of discretion in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States of America; Article I, Section I, Paragraphs I-II of the Constitution of the State of Georgia of 1983; Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Due Process and Equal Protection

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<sup>1</sup> The foregoing letter is incorporated herein by reference as if fully set forth herein. All capitalized terms used herein shall have the meaning assigned to them in said letter, unless otherwise defined herein.



Clauses of the Fourteenth Amendment to the Constitution of the United States of America.

If the Application, in whole or in part, is not approved or is approved with conditions not consented to by the Applicant, such action on the Application and the Zoning Ordinance, as applied to the Property and the Applicant and facially, will be unconstitutional and discriminate against the Applicant (and the Owners) in an arbitrary, capricious, and unreasonable manner between the Applicant and others similarly situated in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States of America.

Additionally, application of any amendments to the Zoning Ordinance adopted or enacted after the date the Application was filed with the City, to the Application, the Property, and/or the Applicant will constitute an unconstitutional ex post fact law, in violation of Article I, Section 10 of the Constitution of the United States of America and Article I, Section I, Paragraph X of the Constitution of the State of Georgia of 1983.

WHEREFORE, the Applicant requests that the Council approve the Application, with no condition(s) or only conditions consented to by the Applicant, and take all other action(s) necessary to permit the Applicant to utilize the Property as set forth in the Application and the foregoing letter.

Respectfully submitted this 5th day of June 2025.

**TAYLOR DUMA LLP**  
Counsel for Applicant

A handwritten signature in black ink, appearing to read 'Steven L. Jones', with a stylized, flowing script.

Steven L. Jones  
Georgia State Bar No.: 639038

1600 Parkwood Circle  
Suite 200  
Atlanta, Georgia 30339  
(678) 336-7282  
sjones@taylorduma.com

## ATTACHMENT "J"

### **OBJECTION TO AND FOR HEARINGS BASED ON YORK V. ATHENS COLLEGE OF MINISTRY, INC.**

As applied to the real property of the owners identified in the foregoing Attachment "A"<sup>1</sup> (collectively, the "Owners") which are identified as the Dawson County Tax Assessor Parcel Numbers ("TPN") identified in the foregoing Attachment "A" (collectively, the "Property") and is the subject of the previously Application (as that term is defined in the foregoing letter) of PR Land Investments, LLC (the "Applicant"), as more particularly requested in the foregoing letter, and as applied to the Applicant, the public and/or other hearing(s) regarding, and any action of the City of Dawsonville, Georgia (the "City"), by and through the City Council of the City (the "Council") on, the Application are objected to by the Applicant based on, but not limited to, the reasons set forth herein (collectively, the "York Objection" and each an "Objection"), in accordance with *York v. Athens College of Ministry, Inc.*, 348 Ga. App. 58 (Ga. Ct. App. 2018):

Contemporaneous with the filing of this *York* Objection, the Applicant is filing a Constitutional Objection, and all Objections set forth therein are incorporated herein by reference as if fully restated.

The Applicant objects to any and every hearing before the Council and/or the City on the Application because the time limitation, if any, imposed on the presentation of evidence and/or testimony in support of (or in rebuttal to any evidence and/or testimony in opposition to) the Application, or any limitation of the Applicant's ability and right to present evidence and/or testimony at such hearing(s), deprives and will deprive the Applicant a meaningful opportunity to be heard and preserve issues, in violation of the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States and Article I, Section I, Paragraphs I, II, XI, and XII of the Constitution of Georgia of 1983. Likewise, the Applicant objects to any and all members of the public (and/or other persons) who appear (or otherwise give testimony or opinion) at the hearing(s) on the Application, if any, to the extent that (but not limited to) said individuals (a) do not satisfy the substantial interest-aggrieved citizen test and/or are not citizens of the City; (b) are not under oath; (c) are not subject to cross-examination; (d) present evidence on and/or make statements that qualify as (or must or should be assessed with the aid of) expert opinion without any or all individuals being qualified as expert witnesses; (e) present evidence on and/or make statements that are not germane to the purview of the Council, as applicable, with respect to the Application; and/or (f) present evidence and/or make statements that are founded, wholly or in part, upon inadmissible, unreliable, nonprobative, insubstantial, and/or lay, nonexpert opinion evidence.

Additionally, the Applicant objects to any and every Council action that does not approve the Applicant and/or does not approve the Application or approves the Application with conditions not consented to by the Applicant, to the extent that (but not limited to) such action is: (a) in violation of Section 50-13-19(h) of the Official Code of Georgia Annotated or otherwise; (1) in violation of any constitutional, statutory, and/or ordinance provisions; (2) in excess of the

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<sup>1</sup> The foregoing letter is incorporated herein by reference as if fully set forth herein. All capitalized terms used herein shall have the meaning assigned to them in said letter, unless otherwise defined herein.

constitutional, statutory, and/or ordinance authority of the Council (if any); (3) made upon unlawful procedure; (4) affected by other error of law; (5) clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record; and/or (6) arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion; (b) founded, wholly or in part, upon inadmissible, unreliable, nonprobative, insubstantial, and/or lay, nonexpert opinion evidence; (c) contrary to or outside of the purview (if any) of the Council; (d) based, in whole or part, on evidence or other information received outside of the hearing(s) on the Application, and/or in any manner which does not afford the Applicant an opportunity to review or respond to the same; and/or (e) not made pursuant and in conformance with the Zoning Ordinance; the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1, *et seq.*, and/or any other law of the state of Georgia or the United States of America.

By and through this *York* Objection, the Applicant hereby preserves all the above and incorporated Objections, and any and all evidence, arguments, and objections made and/or tendered by the Applicant at or prior to the Council hearing(s) on the Application, and asserts them on and within the record before, and for consideration and resolution (prior to any formal decision on the Application) by, the Council, as applicable.

WHEREFORE, the Applicant requests that the Council approve the Application, with no condition(s) or only conditions consented to by the Applicant, and take all other action(s) necessary to permit the Applicant to utilize the Property as set forth in the Application and the foregoing letter.

Respectfully submitted this 5th day of June 2025.

**TAYLOR DUMA LLP**  
Counsel for Applicant

A handwritten signature in black ink, appearing to read 'Steven L. Jones', with a stylized, cursive script.

Steven L. Jones  
Georgia State Bar No.: 639038

1600 Parkwood Circle  
Suite 200  
Atlanta, Georgia 30339  
(678) 336-7282  
sjones@taylorduma.com





NOTES 04

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DECATUR FEDERAL SAVINGS  
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  
RECODED 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](http://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



# PUBLIC NOTICE ON ZONING

AN APPLICATION HAS BEEN FILED WITH THE CITY OF  
DAWSONVILLE IN REGARDS TO THE ZONING  
REGULATIONS AS THEY APPLY TO THIS PROPERTY.

THE APPLICATION IS FOR:

**ZA-C2500171**  
**Re-zoning R1+R3 to RPC**

HEARINGS WILL BE HELD BY:

PLANNING COMMISSION:

DATE: 7/14/2025

TIME: 5:30pm

CITY COUNCIL:

DATE: 8/4/2025

TIME: 5:00pm

HEARING LOCATION:

DAWSONVILLE MUNICIPAL COMPLEX  
415 HIGHWAY 53 E SUITE 100  
DAWSONVILLE, GA 30534

FOR ADDITIONAL INFORMATION CALL  
CITY PLANNING & ZONING DEPT. AT 706-265-3259





# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 10

SUBJECT: **VAR-C2500168**

CITY COUNCIL MEETING DATE: 08/04//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-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

**APPLICANT** .....Integrity Engineering and Development Services, Inc. w/  
Dawsonville Fee Owner, LLC

**CASE NUMBER** .....VAR-C2500168

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

**CURRENT ZONING DESIGNATION** .....PUD: Planned Unit Development

**SITE AREA** .....+/- 1.18 acres

**LOCATION** .....25 Main St

**TAX MAP PARCEL** .....D04 020 004

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

**CITY COUNCIL DECISION MEETING DATE** .....August 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:

<b>Quantity</b>	<b>Message</b>	<b>Sign Area</b>	<b>Building Face</b>
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**

<b>Direction from the Site</b>	<b>Existing Zoning</b>	<b>Existing Land Use</b>
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

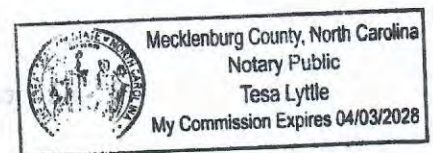
**To be completed by the Notary Public Only:**

Sworn and subscribed before me on this

11<sup>th</sup> 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.)

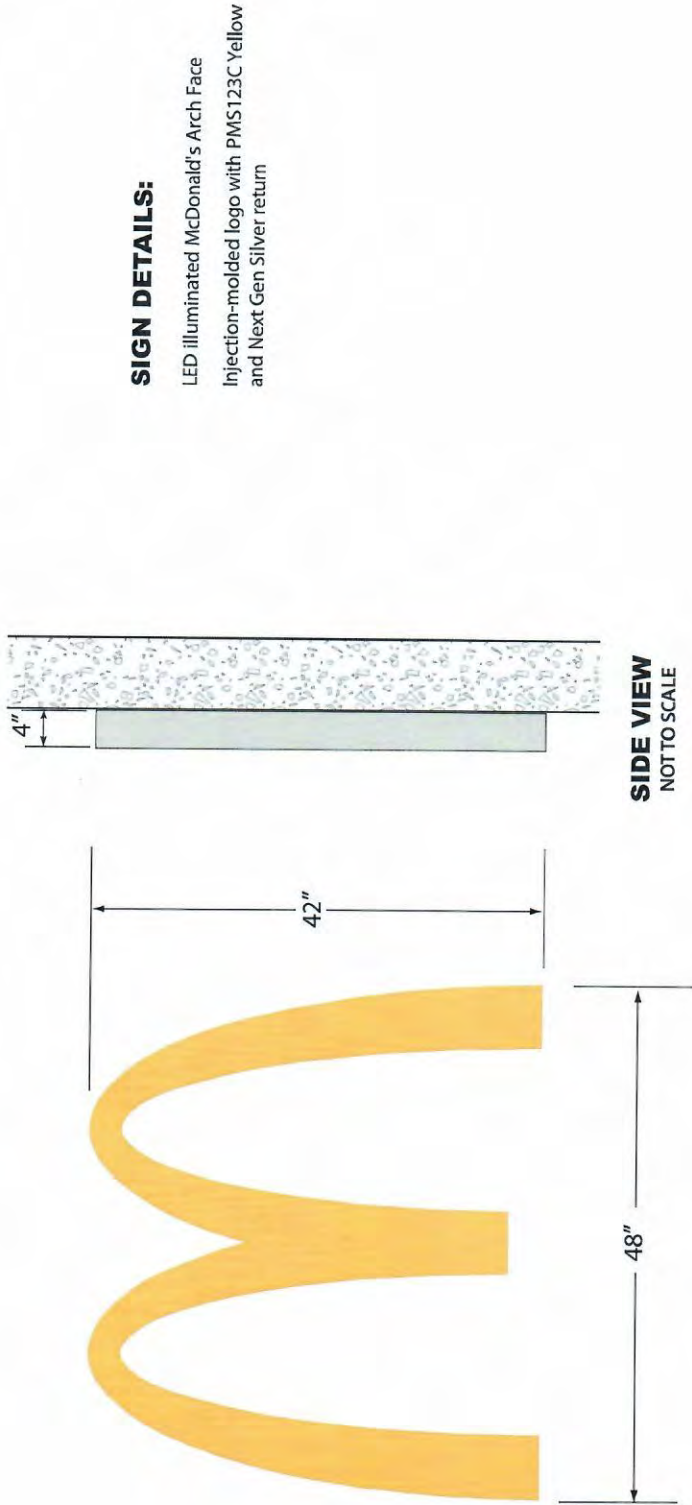








42" Next Gen Arch



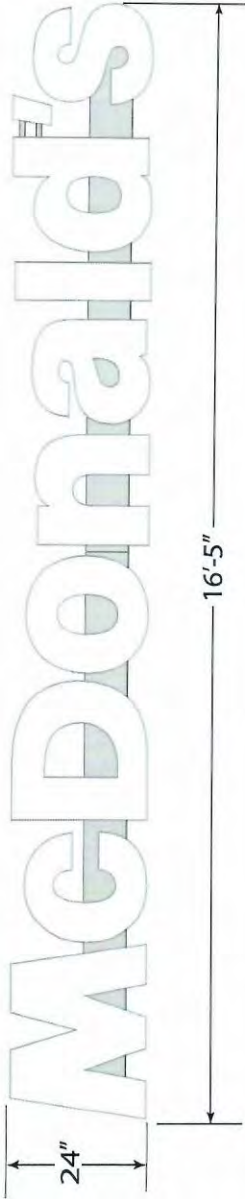
SIGN DETAILS:

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

 <b>Everbrite</b>	Everbrite, LLC. 4949 S. 110th Street, Greenfield, WI 53228 Phone: 414-529-3500 • Fax: 414-529-7191 Website: <a href="http://www.everbrite.com">www.everbrite.com</a>	Part No: Description: 42" NEXT GEN ARCH	Project No: 497734-3	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 actual construction. For more specific manufacturing data, please refer to engineering specifications and initial drawings.
			Drawn By: CMH	



24" Next Gen Wordmark

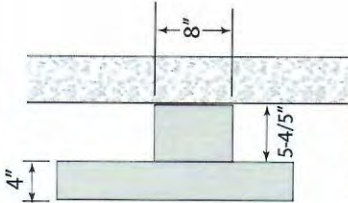


SIGN DETAILS:

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: <a href="http://www.everbrite.com">www.everbrite.com</a></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 6<sup>th</sup>, 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.

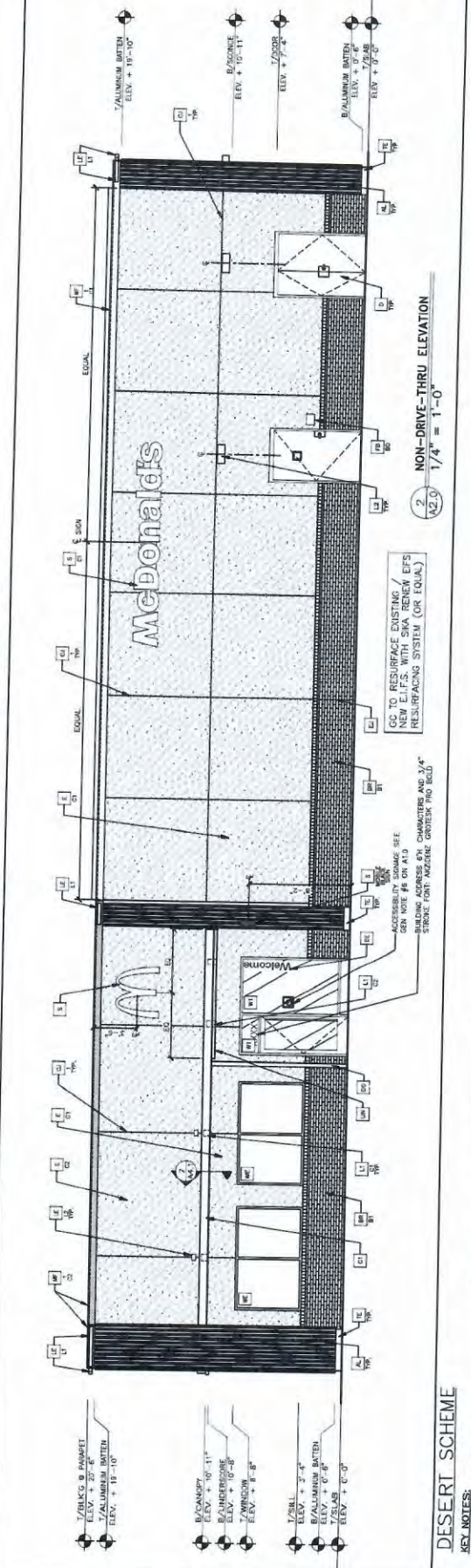
*William Marshall*

Will Marshall, EIT | Project Engineer

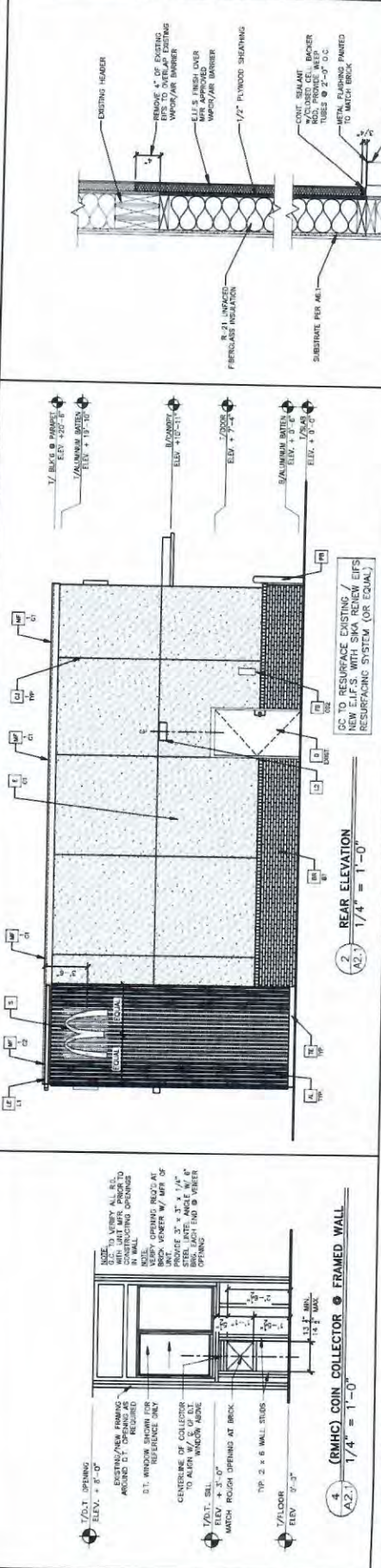
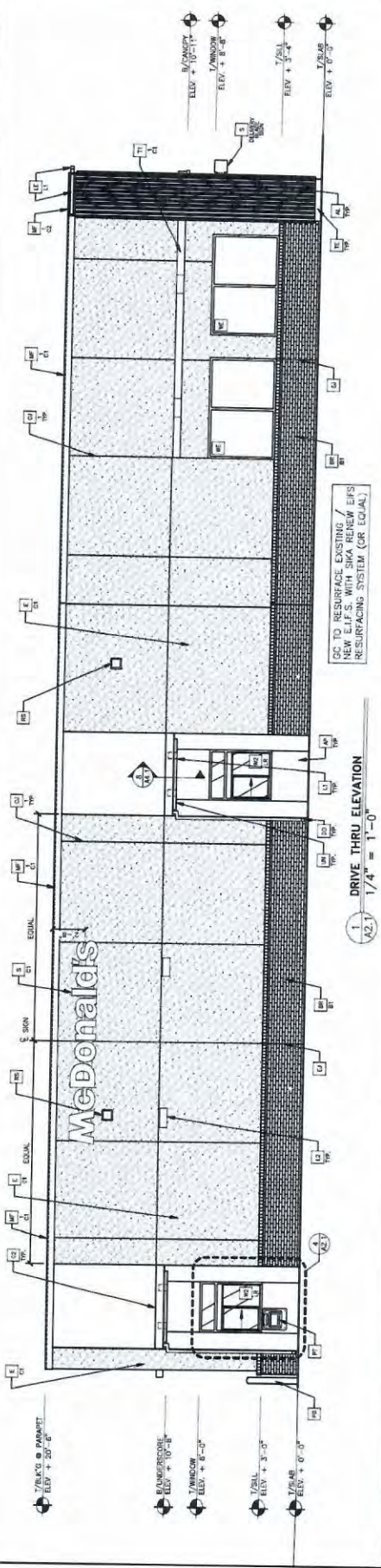
**INTEGRITY**  
ENGINEERING & DEVELOPMENT SERVICES, INC.

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



[illegible]



[illegible]DESERT SCHEME

- [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](http://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.*



MINUTES 04

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DECATUR FEDERAL SAVINGS  
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](http://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

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SUBJECT: REQUEST FOR FEE WAIVER: EXCEPTIONAL CHILDREN'S FESTIVAL,  
OCTOBER 11, 2025

CITY COUNCIL MEETING DATE: 08/04/2025

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

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

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

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PURPOSE FOR REQUEST:

**TO CONSIDER A FEE WAIVER IN THE AMOUNT OF \$200 (PAVILION AND PERMIT FEE) FOR THE KNIGHTS OF COLUMBUS EXCEPTIONAL CHILDREN'S FESTIVAL TO OCCUR IN MAIN STREET PARK ON OCTOBER 11, 2025 FROM 10:00 AM TO 1:00 PM.**

**PAVILION #1 – ALL DAY RENTAL \$150.  
PERMIT APPLICATION - \$50**

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HISTORY/ FACTS / ISSUES:

- **IKE PANKHURST REPRESENTING KNIGHT OF COLUMBUS WILL BE IN ATTENDANCE**
- **SECOND ANNUAL EVENT HELD AT MAIN STREET PARK; NO PREVIOUS ISSUES.**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

**APPROVE AS PRESENTED**

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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](mailto:permit.tech@dawsonville-ga.gov)

**Permit Application for:**

Parades, Public Assemblies,  
Demonstrations, and Rallies  
in Public Places

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

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

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

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

1. Name of Event: Exceptional Childrens Festival ☐ PARADE ☐ RALLY ☒ OTHER Picnic
2. Location of Event: Main Street Park Pavilion #1 ☐ PUBLIC DEMONSTRATION
3. Date(s) of Event: OCT. 11th 2025 ☐ PUBLIC ASSEMBLY
- Time of Event: Start: 10 a.m. / p.m. End: 1 a.m. / p.m. ☐ ROAD CLOSING \_\_\_\_\_ 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: <u>Ike Pankhurst</u>	Title: <u>Faith Director</u>
Organization: <u>Knights of Columbus</u>	Telephone #:
Email Address:	Cell Phone #:
Address: <u>991 Kilough Church Rd</u> City: <u>Dawsonville</u> State: <u>Ga</u> Zip Code: <u>30534</u>	

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: <u>Larry Suarez</u>	Title: <u>Grand Knight</u>
Organization: <u>Knights of Columbus</u>	Telephone #: <u>678-662-0117</u>
E-Mail Address:	
Address: <u>155 Kilough Ridge Dr.</u> City: <u>Dawsonville</u> State: <u>Ga</u> Zip Code: <u>30534</u>	

Name: <u>John Kenny</u>	Title: <u>Event Organizer</u>
Organization: <u>Knights of Columbus</u>	Telephone #: <u>478-278-2450</u>
E-Mail Address:	
Address: <u>200 Oak Trail North</u> City: <u>Dahlonega</u> State: <u>Ga</u> Zip Code: <u>30533</u>	

20 tables  
100 chairs



6. Expected number of participants: 100 - 200
7. Physical description of materials to be distributed: Food, Games, Trophies
8. How do participants expect to interact with public? using playground & restrooms
9. Route of event: (attach a detailed map of the route) Food at Pavilion #1  
Area West of Pavilion for Blow ups, Cornhole, Games  
face painting, Soccer etc
- 9.a. Number and type of units in parade: NA
- 9.b. Size of the parade: NA
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? NA
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).  
1st Annual Exceptional childrens Festival September 2024
- Details:** Please outline what your event will involve: (number of people – life safety issues – vendors – cooking – tents – rides – handicap parking – egress) attach separate sheet if necessary. Also in event outline please include setup, teardown and clean up.  
Expectation is up to 100 special needs participants from the Dawson County Schools & local area and families. Each participant will have a guardian and several volunteers will be assisting.

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

What participation, if any, do you expect from the City of Dawsonville? IN 2024 the City  
Provided tables & chairs for the event. That would be greatly  
appreciated again.

What participation, if any, have you arranged from Dawson County Emergency Services? NONE

What participation, if any, have you arranged from the Dawson County Sheriff Department? None

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

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

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

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

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

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

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

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

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



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

**APPLICATION:**

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

**RELEASE & WAIVER OF LIABILITY:**

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

**AGREEMENT FOR FINANCIAL RESPONSIBILITY:**

The undersigned agrees to be solely responsible for cleaning affected areas littered during the activity, provide sufficient parking and storage areas for motor vehicles, provide temporary toilet facilities, and provide other similar special and extraordinary items deemed necessary for the permitted activity by the City of Dawsonville to keep the area of the event safe and sanitary. In no event shall the City of Dawsonville, Georgia 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 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.

Ivan Pankhurst

Applicant's Printed Name

Sworn to and subscribed before me  
this 22nd day of July 2025

Sara W. Beacham

Notary Public, State of Georgia

Ivan Pankhurst

Applicant's Signature

My Commission Expires:



Sara W. Beacham  
NOTARY PUBLIC  
Lumpkin County, Georgia  
My Commission Expires  
December 27, 2026



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.*

MA

Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
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 22nd day of July 2025

Sara W. Beacham  
Notary Public, State of Georgia

Ivan Pankhurst

Applicant's Printed Name

Ivan Pankhurst  
Applicant's Signature

My Commission Expires \_\_\_\_\_



Sara W. Beacham  
NOTARY PUBLIC  
Lumpkin County, Georgia  
My Commission Expires  
December 27, 2026



City of Dawsonville  
415 Hwy 53 E, Suite 100  
Dawsonville, GA 30534  
Phone (706)265-3256  
Fax # (706)265-4214

**Permit Application for:**  
Parades, Public Assemblies,  
Demonstrations, and Rallies in Public Places  
(Dawson County Emergency Services)

**Emergency Services: Please complete this sheet and return it to the City of Dawsonville.**

Name of Event: Exceptional Childrens Festival Date(s) of Event: 10-11-25

Any anticipated problems with proposed route? \_\_\_\_\_

\_\_\_\_\_

Any anticipated problems with the designated location for participants to assemble? \_\_\_\_\_

\_\_\_\_\_

How many personnel will be required for this event? \_\_\_\_\_

\_\_\_\_\_

Estimated cost for personnel: \_\_\_\_\_

\_\_\_\_\_

Number and type of vehicles required: \_\_\_\_\_

\_\_\_\_\_

Type of procedures or equipment needed for the health and safety needs of the participants and the viewing public: \_\_\_\_\_

\_\_\_\_\_

Estimated cost for equipment: \_\_\_\_\_

\_\_\_\_\_

Additional comments/concerns: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EMERGENCY SERVICES**

APPROVED: ☐ YES ☐ NO

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



City of Dawsonville  
415 Hwy 53 E, Suite 100  
Dawsonville, GA 30534  
Phone (706)265-3256  
Fax # (706)265-4214

Permit Application for:  
Parades, Public Assemblies,  
Demonstrations, and Rallies in Public Places  
(Dawson County Sheriff Department)

**Sheriff Department: Please complete this sheet and return it to the City of Dawsonville.**

Name of Event: Exceptional Childrens Festival Date(s) of Event: 10-11-25

Any anticipated problems with proposed route? \_\_\_\_\_

Any anticipated problems with the designated location for participants to assemble? \_\_\_\_\_

How many officers will be required for this event? \_\_\_\_\_

Estimated cost for officers: \_\_\_\_\_

Number of vehicles required: \_\_\_\_\_

Type of procedures or equipment needed for the health and safety needs of the participants and the viewing public: \_\_\_\_\_

Estimated cost for equipment: \_\_\_\_\_

Additional comments/concerns/recommendations: \_\_\_\_\_

**SHERIFF DEPARTMENT: (ALSO PROVIDE A WRITTEN STATEMENT FOR EVENTS ON DOT ROADS/ROW'S)**

APPROVED: ☐ YES ☐ NO

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



11 OCTOBER | 2025  
**DAWSON COUNTY  
EC FALL GAMES**

**MAIN STREET PARK**

304 MAIN STREET, PAVILION # 1

DAWSONVILLE, GA 30534

9:30 AM - 12:00 PM

**FREE ADMISSION**

**SPECIAL NEEDS CHILDREN & THEIR FAMILIES WILL ENJOY  
BOUNCY HOUSE, GAMES, FACE PAINTING  
& DAWSON COUNTY EMS TOUCH-A-TRUCK**

**LUNCH, DRINKS & DESSERT WILL BE PROVIDED**

**\*\*RSVP REQUIRED\*\***

**SCAN QR CODE  
TO RSVP!**



**THANKS TO OUR SPONSORS**





# **Knights of Columbus Blessed Mother Mary Council #15238**



**Dear Members of the Dawsonville, Georgia City Council:**

**The Knights of Columbus Council of Christ the Redeemer Catholic Church are planning the second annual Exceptional Children's Festival on Saturday October 11th, 2025. We would like to have the event at Main Street park from 9:30am to 12:30pm at pavilion #1.**

**The objective of this event will be to provide a fun and safe atmosphere for youth from the Dawson County School system, Christ the Redeemer Special Needs Apostolate and the surrounding community. This event will be free to all participants.**

**Last year we worked closely with the Dawson County Schools Exceptional Children's Department. We will again work with the local school systems and the programs that already exist for children with Exceptional skills/needs in our community.**

**Games will be provided for the participants and their families and all activities will be contained inside Main Street Park in the vicinity of Pavillion #1, the playground area and the field west of the sidewalk where the cornhole games are.**

**We will be using students from the Dawson High School Honor Society and ROTC program to assist with the participants. Food will be provided free for the participants, their families and the workers. Volunteers will be available at all areas of the event to insure safety for all participants and volunteers.**

**We will work closely with the appropriate City personnel to make sure all requirements for the permit application are met and make sure all aspects of the event fall within the allowable guidelines of the permit.**

**We will be seeking sponsorship from local businesses to provide food, shirts, trophies/badges and other items needed to have a successful event. This is a non profit event.**

**We sincerely request that the City waive the Permit and Pavilion rental fees to help offset the costs of the event.**

**Thank you for your kind consideration. Sincerely.**

**Larry Suarez  
Grand Knight  
678-662-0117**

**John Kenny  
Event Coordinator  
478-278-2450**





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 12

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SUBJECT: **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY (GEFA) LOAN  
AGREEMENT AND RESOLUTION**

CITY COUNCIL MEETING DATE: 08/04/2025

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

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

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

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PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL OF GEFA LOAN AGREEMENT AND RESOLUTION**

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HISTORY/ FACTS / ISSUES:

**LOAN IS TO FUND THE CONSTRUCTION OF THE WASTEWATER TREATMENT PLANT**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

**APPROVE AS PRESENTED**

---

REQUESTED BY: Jacob Evans, City Manager

## ELECTRONIC SIGNATURE AND DELIVERY CONSENT

By signing this document electronically, you (hereinafter referred to as "Signer") consent to conduct transactions electronically with Georgia Environmental Finance Authority (hereinafter referred to as "GEFA"). This consent applies to all documents, records, disclosures, contracts, and agreements (hereinafter referred to as "Documents") that Signer may be asked to sign or acknowledge in connection with services provided by GEFA.

### Scope of Consent:

1. **Electronic Signatures:** Signer acknowledges that his or her electronic signature, as provided during the online sign-up process or any other electronic means, shall have the same legal effect as a handwritten signature.
2. **Electronic Delivery:** Signer agrees to receive documents electronically. These documents may be provided via email, through GEFA's website, or other electronic means.
3. **Withdrawal of Consent:** Signer may withdraw his or her consent to conduct transactions electronically at any time by providing written notice to GEFA.
4. **System Requirements:** To access and retain electronic documents, Signer must have the following hardware and software:
  - A computer or mobile device with internet access
  - A current web browser that includes 128-bit encryption
  - Software capable of viewing and printing PDF files
  - A valid email address

**Request for Paper Copies:** Signer may request a paper copy of any electronically signed document at no charge by contacting your GEFA contact or Project Manager.

**Legal Effect:** Signer acknowledges and agrees that his or her electronic signature on any document is legally binding and has the same effect as if signed in ink on paper.

**Consent Acknowledgment:** By electronically signing below, Signer acknowledges that he or she has read and understood this Electronic Signature and Delivery Consent language and agree to conduct transactions electronically with GEFA. Signer also acknowledges that he or she has the necessary hardware and software to access and retain electronic documents.

### Electronic Signature:

- Signer's Full Legal Name:
- Electronic Signature:
- Date:

**Contact Information:** If you have any questions or concerns regarding electronic signature and consent, please contact Tammi S. Fuller, Counsel for GEFA, at [tfuller@gefa.ga.gov](mailto:tfuller@gefa.ga.gov).

Loan/Project No. \_\_\_\_\_

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**GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and  
existing under the laws of  
the State of Georgia)  
as Lender

and  
CITY OF DAWSONVILLE

(a public body corporate and politic duly created and existing  
under the laws of the State of Georgia)  
as Borrower

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**LOAN AGREEMENT**

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## LOAN AGREEMENT

Dated Month Day

Sign This **LOAN AGREEMENT** (this "**Agreement**") dated \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a Georgia public body corporate and politic (the "**Borrower**") whose address for purposes of this Agreement shall be \_\_\_\_\_, and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**"), whose address for purposes of this Agreement shall be 47 Trinity Ave SW, Fifth Floor, Atlanta, GA 30334.

1. **Background.** The Lender desires to loan to the Borrower 18,800,000 **DOLLARS AND ZERO CENTS (\$\_\_\_\_\_)** from the **GEORGIA FUND** (the "**Fund**") to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the "**Project**"). The Environmental Protection Division ("**EPD**") of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the "**Plans and Specifications**") for the Project prepared or to be prepared by the Borrower's engineer (the "**Engineer**"), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. **Loan** - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the "**Loan**") available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) March 1, 2027 or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to \$ 18,800,000 which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender's commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower's obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. **Note** - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount equal to the maximum amount of the Loan as described above (the "**Note**," which term

shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

**4. Interest, Fees, and Other Charges** - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender's Loan Continuation Fee, as published from time to time in the Lender's fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of one and 50/100 percent (1.50%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

**5. Prepayment** - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

**6. Authorized Borrower Representative and Successors** - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the "**Authorized Borrower Representative**") by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

**7. Conditions to the Loan** - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an “**Advance**”), the following conditions shall have been fulfilled to the Lender’s satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto, and (2) a certified copy of the resolution adopted by the Borrower’s governing body, substantially in the form of Exhibit F attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the “**Credit Documents**”) shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder and stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;



(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

**8. Representations and Warranties** - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Potential Litigation (post contract execution). Borrower acknowledges its ongoing duty to provide Lender with details of any legal or administrative action involving the Borrower unless it is clear that the legal or administrative action cannot be considered material in the context of Credit Documents and/or the project itself. Said notification shall be promptly provided in writing once any litigation has been instituted, pending or threatened.

(d) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(e) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(f) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(g) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of

the Borrower, and there have been no citations, notices, or orders of noncompliance issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(h) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(i) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(j) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(k) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows of its proprietary fund types for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse



change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(l) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(m) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

**9. Security for Payments under Credit Documents** - (a) As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its full faith and credit and revenue-raising power (including its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power of taxation and its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, charges, and taxes levied and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. The obligation of the Borrower to make any such payments that may be required to be made from its funds shall constitute a general obligation of the Borrower and a pledge of the full faith and credit of the Borrower to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at

such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

**10. Borrower Covenants** - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. Section 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition,

construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the “**Completion Date**”) shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys’ fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower’s entering into or performing under any Credit Document, (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys’ fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default, (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower, (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents, (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents, or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.



(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

**"Fixed Charges"** means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower's long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles) and that are accounted for in the enterprise fund containing the Borrower's water or sewer operations, including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

**"Fixed Charges Coverage Ratio"** means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

**"Income Available For Fixed Charges"** means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, (iv) payments under long-term leases, and (v) transfers to other funds of the Borrower.

(g) Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower's Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

**11. Events of Default and Remedies** – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or

hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed \$100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the

performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

**12. Assignment or Sale by Lender** - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.



(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

**13. Miscellaneous** - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, exclusive of such state's rules regarding choice of law.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by November 13, 2025. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

CITY OF DAWSONVILLE

Approved as to form:

By: Borrower's Attorney  
Borrower's Attorney



Signature: Borrower Signature  
Print Name: Borrower Signee Name  
Title: Borrower Signee Title

(SEAL)

Attest Signature: Borrower Attest  
Print Name: Borrower Attest Print Na...  
Title: Borrower Attest

**GEORGIA ENVIRONMENTAL FINANCE  
AUTHORITY**



Signature: GEFA Signature  
Hunter Hill  
Executive Director

(SEAL)

**EXTRACT OF MINUTES  
RESOLUTION OF GOVERNING BODY**

**Recipient:** CITY OF DAWSONVILLE

**Loan Number:** GFPP002

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 4 day of August, 2025, the following resolution was introduced and adopted.

**WHEREAS**, the governing body of the Borrower has determined to borrow but not to exceed \$ 18,800,000 from the GEORGIA ENVIRONMENTAL FINANCE AUTHORITY (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

**WHEREAS**, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

**BE IT FURTHER RESOLVED** by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

\_\_\_\_\_  
(Signature of Person to Execute Documents)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Signature of Person to Attest Documents)

\_\_\_\_\_  
(Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Secretary/Clerk

(SEAL)



**DESCRIPTION OF THE PROJECT**

**PROJECT SCHEDULE**

CITY OF DAWSONVILLE

**Recipient:**

GFPF002

**Loan Number:**

<b>ACTION</b>	<b>DATE</b>
Plans & Specs Submitted to EPD	JANUARY 2024
Bid Opening	APRIL 2025
Notice to Proceed	AUGUST 2025
Completion of Construction	NOVEMBER 2026



# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 13

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SUBJECT: **ORDINANCE NO. 04-2025**

CITY COUNCIL MEETING DATE: 08/04/2025

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

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

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

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PURPOSE FOR REQUEST:

**FIRST READING OF ORDINANCE NO. 04-2025**

**AN ORDINANCE AFFECTING THE COMPENSATION OF THE GOVERNING AUTHORITY; TO ADDRESS COMPENSATION FOR MEETINGS BEYOND THE REGULAR MEETINGS OF THE GOVERNING AUTHORITY; AND FOR OTHER PURPOSES. FIRST READING: AUGUST 4, 2025**

**FIRST READING: AUGUST 4, 2025**

**SECOND READING AND CONSIDERATION TO ADOPT: AUGUST 21, 2025**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Kevin Tallant, City Attorney

Subject: Mayor and Council Compensation  
Date of First Reading: August 4, 2025  
Date of Second Reading: August 21, 2025  
Date of Adoption: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

Publication Dates: July 30, 2025, August 6, 2025 and August 13, 2025

## **ORDINANCE NO. 04-2025**

**AN ORDINANCE TO ESTABLISH SECTION 2-21 OF THE CODE OF THE CITY OF DAWSONVILLE SO AS TO INCREASE THE COMPENSATION OF THE GOVERNING AUTHORITY; TO CLARIFY COMPENSATION FOR MEETINGS BEYOND THE FIRST MONTHLY REGULAR MEETINGS OF THE GOVERNING AUTHORITY; AND FOR OTHER PURPOSES.**

**WHEREAS**, Section 2.13(c) of the Charter of the City of Dawsonville provides that compensation for the City of Dawsonville Governing Authority may be set by City Ordinance;

**WHEREAS**, O.C.G.A. 36-35-4 prescribes certain additional procedures which must be complied with in order to affect the compensation of the members of the Governing Authority;

**WHEREAS**, the City of Dawsonville has met the notice and advertising requirements of O.C.G.A. 36-35-4, and is scheduled to consider this matter first on August 4, 2025, and then consider this ordinance for adoption on August 18, 2025;

**WHEREAS**, the City provides for compensation for certain meetings attended by members of the Governing Authority in their official capacity, which meetings must be pre-approved according to the City's Charter; and

**WHEREAS**, the City desires to pre-approve certain meetings as well as provide guidelines for what types of meetings are pre-approved;

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

There is hereby enacted a new Section 2-21 of the Code of the City of Dawsonville, which shall, from and after the adoption of this Ordinance, read as follows:

**Section 2-21. Compensation in general and for additional meetings.**

- (a) The compensation of the mayor shall be \$1,400.00 per month and the compensation of each council member shall be \$800.00 per month until such time as the compensation of



the mayor and/or council are amended by ordinance. In addition to this monthly compensation, the mayor and council members shall also be paid \$200.00 for each city council meeting other than the first regular city council meeting of the month, and for any other meeting that has been pre-approved for compensation by the council.

(b) The following meetings are pre-approved for payment for members of the City of Dawsonville Governing Authority:

- 1) Meetings of City of Dawsonville Commissions, Authorities, or committees which meetings are attended by members of the City of Dawsonville Governing Authority either as a liaison to that Commission, Authority, or committee, or because the member of the City of Dawsonville Governing Authority is a member of the said Commission, Authority or committee.
- 2) Training and educational meetings which will benefit the service of a member of the City of Dawsonville Governing Authority, which trainings are conducted by any or a combination of any of the following entities: Georgia Municipal Association; the Carl Vinson Institute of Government; the Georgia Mountains Regional Commission; the Georgia Department of Community Affairs, or any division of State Government.
- 3) Board meetings and committee meetings of organizations upon which members of the City of Dawsonville Governing Authority sit which positions are specifically designated as positions for a member of the City of Dawsonville Governing Authority.
- 4) Official events of organizations, which organizations have as a member of their board a position specified as being for a member of the City of Dawsonville Governing Authority, if the official seeking compensation for the official event is a Member of the Board of Directors of the organization sponsoring the event.
- 5) Official events of the City of Dawsonville, its Commissions, Agencies, or committees.

- (c) Members of the City of Dawsonville Governing Authority shall submit their request for compensation for a meeting upon forms provided by the City Manager or his designee. The form shall be endorsed by one other member of the City of Dawsonville Governing Authority prior to submission, which endorsement is for the purpose of confirming that the meeting falls within the description of meetings contained in subparagraphs (1) through (4) of subsection (b), above. The submission may contain more than one meeting on a single form, and should be submitted not more than thirty (30) days after the earliest meeting covered by the form.
- (d) Meetings other than those covered by subparagraphs (1) through (4) of subsection (b), above for which a Member of the Governing Authority believes they should receive compensation shall be submitted for consideration to the Governing Authority prior to the event. The person seeking compensation shall not vote on whether the meeting should be one for which compensation is paid.
- (e) Under no circumstances shall any member of the City of Dawsonville Governing Authority apply for or receive any compensation for an event at which the person seeking compensation was engaged in campaign activities related to his or her office or any office which said person may be seeking.

This ordinance shall take effect and be in force from and after January 1, 2026.

**SO ADOPTED** by the City Council of Dawsonville, Georgia, this \_\_\_\_ day of August, 2025.

**CITY OF DAWSONVILLE**

By: \_\_\_\_\_  
John Walden, Mayor

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

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William Illg, Councilmember Post 2

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Sandy Sawyer, Councilmember Post 3

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Mark French, Councilmember Post 4

ATTESTED TO BY:

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Beverly A. Banister, City Clerk

DRAFT





# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 14

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SUBJECT: **HUNTING ON CITY PROPERTY**

CITY COUNCIL MEETING DATE: 08/04/2025

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

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

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

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PURPOSE FOR REQUEST:

**HUNTING ON CITY PROPERTY DISCUSSION**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

**APPROVE AS PRESENTED**

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REQUESTED BY: John Walden, City Manager

## HUNTING PERMISSION AND RELEASE CITY OF DAWSONVILLE

Whereas, the undersigned is an employee ("Employee") of the City of Dawsonville ("City") that desires to hunt on City owned property commonly described as listed below (the "Hunting Area");

- Spray-fields approximately 214 acres
- Well #111 approximately 30 acres
- Burt Creek WWTP approximately 5 acres (bow only)

Whereas, the City has a practice of allowing employees and their immediate family members to hunt on the City owned property listed above;

Whereas, no other areas owned by the City are open to hunting;

Whereas, each year, employees must complete and submit to the City Manager for approval this Hunting Permission and Release form and are subject to the terms and conditions and benefits conferred on Employee by virtue of receiving permission to hunt in the Hunting Area

AND WHEREAS, Employee and his/her Immediate Family Members signing below, in exchange for said hunting permission, agree as follows:

1. Only Employee and his/her immediate family (parents, spouse, son or daughter and/or stepchildren) that have signed and been approved by the City Manager below my hunt in the Hunting Area. No guests will be allowed or permitted to hunt. Employee and his/her immediate family must all have valid Georgia hunting licenses. Permission expires upon termination of employment with the City or one year from date hereof, whichever occurs first.
2. Prior to any hunt, Employee must inform the City Manager or his/her designee of Employee's intent to hunt on specific days so that the City Manager may avoid having too many individuals hunting at any given time. No hunting may occur during the normal business hours of the City, nor during any time when the Employee is "on duty" or "on call" for the City.
3. All persons hunting pursuant to this form agree to take all due steps, care, and caution necessary to ensure that any and all shot, loads, bullets, arrows, and other hunting ammunition are discharged only in such a way that they will not leave the property of the City, and they further agree that they either are or will make themselves aware of the location of the boundaries of the City's property for that purpose as well as to avoid any potential issues of trespass.
4. Employee and his/her immediate family agree, on behalf of themselves as well as their heirs, administrators, executors, beneficiaries, and successors to the full permissible extent of Georgia law, to release and waive any and all claims that exist or may exist in the future as a result of Employee and his/her immediate family hunting in the Hunting Area, including but not limited to any claim of personal injury, damages, illness, or death, whether or not actually arising out of the hunting activity conducted on the premises. It is the express understanding of Employee and his/her immediate family that hunting is a dangerous sport and that they are hunting in the Hunting Area.
5. Employee acknowledges and agrees that hunting in the Hunting Area is not in any way related to employee's duties as a City Employee, that while in Hunting Area Employee is not acting in his or her capacity as a City Employee, and that, in general, Employee's actions and activities while in the Hunting Area are separate and apart from Employee's employment with the City.
6. Prior to hunting pursuant to the terms of this Permission and release, Employee agrees to obtain the signature of each family member over 18 years of age and represents that Employee has the legal right to sign on behalf of any family member under 18 years of age.
7. All person signing this document agree, for themselves as well as their heirs, administrators, executors, beneficiaries and successors, to protect, defend, and indemnify the City from any actions, claims, demands or liabilities arising out of our related to any and all actions taken or not taken by the undersigned or the persons for whom they sign, which actions or inactions occur in the Hunting Area.
8. All persons signing this document for themselves or on behalf of another have read it and understand it, have been given the opportunity to have this document reviewed by an attorney of their own choosing, and sign this document voluntarily.

So agreed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Employee

[illegible]

Immediate Family Member	Relationship

Immediate Family Member	Relationship
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Immediate Family Member	Relationship

Approved: \_\_\_\_\_  
City Manager Date