

AGENDA
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, March 2, 2026
5:00 P.M.

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
 - a. Approve Minutes
 - Regular Meeting and Work Session held February 16, 2026
 - Executive Session held February 16, 2026
 - Special Called Meetings (Retreat) held February 20 - February 22, 2026
 - b. Approve Permit Fee Waiver Request from Georgia Racing Hall of Fame
 - c. Approve 2026 Farmer's Market Use Agreement
 - d. Approve Proposal from Geosciences Engineering

BUSINESS

8. Ordinance No. 01-2026: An Ordinance To Amend The Civil Emergencies Ordinance Of The City Of Dawsonville, Georgia, To Provide For An Effective Date, And For Other Purposes. First Reading: February 16, 2026; Second Reading and Consideration to Adopt: March 2, 2026
9. Consideration of Agreement with Jeff Miller Productions for 2026 Concert Events

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, March 16, 2026

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



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7

SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 03/02/2026

PURPOSE FOR REQUEST:

CONSIDERATION AND APPROVAL OF ITEMS BELOW; SEE ATTACHED SUPPORTING DOCUMENTS

- a. Approve Minutes
 - Regular Meeting and Work Session held February 16, 2026
 - Executive Session held February 16, 2026
 - Special Called Meetings (Retreat) held February 20 - February 22, 2026
 - b. Approve Permit Fee Waiver Request from Georgia Racing Hall of Fame
 - c. Approve 2026 Farmer's Market Use Agreement
 - d. Approve Proposal from Geosciences Engineering
-



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7a

SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 03/02/2026

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPROVE THE MINUTES FROM:

- **REGULAR MEETING AND WORK SESSION HELD FEBRUARY 16, 2026**
 - **EXECUTIVE SESSION HELD FEBRUARY 16, 2026**
 - **SPECIAL CALLED MEETINGS (RETREAT) HELD FEBRUARY 20 – FEBRUARY 22, 2026**
-

HISTORY/ FACTS / ISSUES:

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

MINUTES
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers on 2nd Floor
Monday, February 16, 2026
5:00 P.M.

1. **CALL TO ORDER:** Mayor John Walden called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Councilmember William Illg, Councilmember Caleb Phillips, Councilmember Sandy Sawyer, Councilmember Mark French, City Attorney Spencer Price, City Manager Jacob Evans, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utility Director Russ Chambers, Finance Director Robin Gazaway, Director of Downtown Development Amanda Edmondson and Planning and Zoning Admin Stacy Harris.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember French.
4. **ANNOUNCEMENTS:** Mayor Walden invited the public to his Chat with the Mayor event on February 24, 2026 beginning at 6:00 pm at City Hall. He also encouraged the public to contact him directly via email or phone if they ever had any questions.
5. **APPROVAL OF THE AGENDA:** Motion to amend the agenda to add Item #7b Approve Long-Term Watershed Monitoring made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.

Motion to approve the agenda as amended made by M. French; second by W. Illg. Vote carried unanimously in favor.
6. **PUBLIC INPUT:**
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a - b) made by S. Sawyer; second by C. Phillips. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting held February 2, 2026
 - b. Approve Long-Term Watershed Monitoring: ***Proposal from Vanasse Hangen Brustlin, Inc. in the amount of \$\$21,230.00***
8. **EMPLOYEE RECOGNITION:** The Mayor and Council recognized the Winter Storm Crew as the January 2026 Employee of the Month for their contribution during Winter Storm Fern and Winter Storm Gianna. The crew includes David Schuette, Caleb Reece, Hayden Harris, Stephen McNeal, John Tatum, Chase Bennett, Trampas Hansard and Russ Chambers. Robin Gazaway received a five-year service award.

BUSINESS

9. **ORDINANCE NO. 01-2026: AN ORDINANCE TO AMEND THE CIVIL EMERGENCIES ORDINANCE OF THE CITY OF DAWSONVILLE, GEORGIA, TO PROVIDE FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES. FIRST READING: FEBRUARY 16, 2026; SECOND READING AND CONSIDERATION TO ADOPT: MARCH 2, 2026:** City Attorney Price read the first reading of the proposed ordinance.
10. **RESOLUTION NO. R2026-01: A RESOLUTION OF THE CITY OF DAWSONVILLE REGARDING USDOT BUILD GRANT APPLICATION FOR MULTIMODAL DOWNTOWN CONNECTIONS:** Motion to approve Resolution No. R2026-01 as presented made by W. Illg; second by C. Phillips. Vote carried unanimously in favor. (Exhibit A)

STAFF REPORTS

11. **JACOB EVANS, CITY MANAGER:** He reported there was one leak adjustment in the amount of \$3,208.27 for a leak at the school during Christmas break.
12. **ROBIN GAZAWAY, FINANCE DIRECTOR:** Financial reports were provided to represent fund balances and activity through January 31, 2026.

MAYOR AND COUNCIL REPORTS

Councilmember Sawyer reported she attended the yearly planning meeting for Family Connection and informed the public of all their services. Mayor Walden reported the Dawson County TU girls

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basketball team was runner-up in their tournament and the 12U boys basketball team won the championship and wished them luck in the regionals.

EXECUTIVE SESSION

At 5:11 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 C. Phillips. Vote carried unanimously in favor.

At 5:31 p.m. a motion to close executive session was made by C. Phillips; second by M. French. Vote carried unanimously in favor.

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

RESERVED FOR POTENTIAL ACTION ON EXECUTIVE SESSION ITEMS, IF NEEDED

Motion to approve creating a new position, Utilities Maintenance Worker and to hire a person to fill the position to assist with Water/Sewer operations made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.

ADJOURNMENT

At 5:34 p.m. a motion to adjourn the meeting was made by S. Sawyer; second by M. French. Vote carried unanimously in favor.

Approved this 2nd day of March, 2026

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 February 16, 2026.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5⁰⁰ p.m.
4. The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law: (check all that apply)

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

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

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

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

Other _____ as provided in: _____.

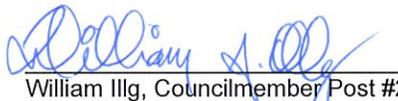
This 16th day, of February 2026; By the City of Dawsonville, Mayor and Council:



John Walden, Mayor



Caleb Phillips, Councilmember Post #1



William Illg, Councilmember Post #2

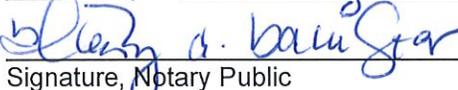


Sandra Sawyer, Councilmember Post #3



Mark French, Councilmember Post #4

Sworn to and subscribed before me this
16 day of February, 20 26



Signature, Notary Public

My Commission expires: Feb 18, 20 27



RESOLUTION NO. R2026-01

A RESOLUTION OF THE CITY OF DAWSONVILLE REGARDING USDOT BUILD GRANT APPLICATION FOR MULTIMODAL DOWNTOWN CONNECTIONS

WHEREAS, the City of Dawsonville is duly constituted under the laws of Georgia; and,

WHEREAS, in every case, it is the intention of the City of Dawsonville to develop opportunities for the public good and the general welfare of the citizens of the City of Dawsonville and the State of Georgia; and,

WHEREAS, the proposed Historic City grid road extensions and connection across Highway 53, including multimodal transportation and utility improvements will have a significant local and regional impact on economic and social vitality, traffic and pedestrian safety, advance the City of Dawsonville and the U.S. Department of Transportation's priorities of safety, climate and sustainability, and workforce development, job quality and wealth creation; and,

WHEREAS, the health, safety, and general welfare of the residents of the City of Dawsonville is essential to the well-being of the City, and,

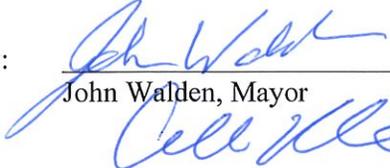
WHEREAS, the financing of the project through the FY2026 Better Utilizing Investments to Leverage Development (BUILD) grant program is critical to adequately addressing the needs of the residents of the City of Dawsonville; and,

NOW, THEREFORE BE IT RESOLVED that the City of Dawsonville will seek BUILD Grant Assistance from the U.S. Department of Transportation as a necessary funding component for this project, and the Mayor thereof is authorized to execute materials required to seek that funding.

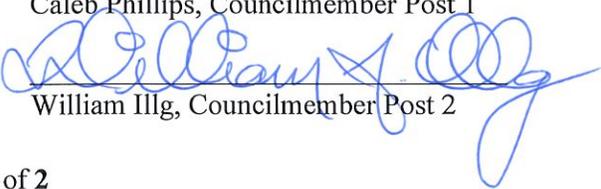
PASSED AND ADOPTED by the City Council of the City of Dawsonville, Georgia this 16 day of February, 2026.

MAYOR AND DAWSONVILLE CITY COUNCIL

By: _____


John Walden, Mayor

Caleb Phillips, Councilmember Post 1


William Illg, Councilmember Post 2

Sandra Sawyer

Sandra Sawyer, Councilmember Post 3

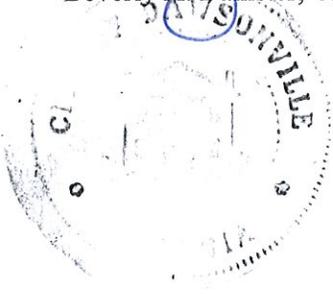
Mark French

Mark French, Councilmember Post 4

ATTESTED TO BY:

Beverly A. Banister

Beverly A. Banister, City Clerk



MINUTES
CITY COUNCIL RETREAT
Professional Development Center
28 Main Street, Dawsonville, GA
Friday, February 20, 2026
9:00 A.M.

1. **CALL TO ORDER:** Mayor John Walden called the meeting to order at 9:00 am.
2. **ROLL CALL:** Councilmember Caleb Phillips, Councilmember William Illg, Councilmember Sandy Sawyer, Councilmember Mark French, City Manager Jacob Evans, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utility Director Russ Chambers, Finance Director Robin Gazaway, Director of Downtown Development Amanda Edmondson and Planning & Zoning Admin Stacy Harris.
CPL staff included Sarah McQuade, Dana Spayde and Gillam Sinharoy
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Phillips.
4. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.
5. **MISSION, VALUES, GOALS FOR THE RETREAT, SCOPE AND TIMELINE:** City Manager Evans provided an overall view of the mission statement for the City. Department Heads provided their individual mission statements for their departments. Discussion occurred regarding the over arching City statement and how it can be changed to reflect a collaboration of all the department's mission statements.

City Manager Evans provided the goals for the retreat in updating the zoning ordinance to be simple, consistent, easily updated and to ensure the City is set up for future success.
6. **PROJECT INTRODUCTION/OVERVIEW:** CPL staff introduced the project and provided an overview.
7. **MAJOR UPDATES:**
 - **FLOODPLAIN CONSTRUCTION:** Recommended additions provided; discussion held. Council agrees to adopt State/Federal guidelines with additional recommendations from CPL and staff.
 - **WETLANDS:** Definition, impacts and recommendations provided; discussion held. Council agrees to stay consistent with State guidelines.
 - **TREE ORDINANCE:** Description of City's current ordinance provided; discussion held. Council agrees to consider other ordinances from local municipalities to add simple requirements and consider buffer requirements for replacement trees.
8. **FIX IT LIST BEST PRACTICES:** Brief review of a centralized land use table included place of assembly definition and recommendations to address inconsistencies. Also reviewed Accessory Dwelling Units (ADU); Council would consider it in specific zonings. Best practices recommendations include creating a unified general provision or "residential zoning district regulations" article, creating a retired/legacy zoning district article and creating one consolidated definitions article. Brief overview of best practices in the Downtown Area to utilize the Downtown Comprehensive Strategic Plan for architectural requirements, building location/orientation, massing and style variation.
9. **CHAPTERS 101 – 105:**
 - **GENERAL AND ADMINISTRATIVE PROVISIONS – CHAPTER 101:** Reviewed best practices and recommendations. Council agrees to split Performance Security and Construction and Acceptance and Warranty into two sections and set construction hours to be 7:00 am – 7:00 pm, Monday through Saturday with no construction allowed, inside or outside, on Sundays. Council agrees to leave Section 101-3 as residential only.
 - **BUILDINGS AND BUILDING REGULATIONS – CHAPTER 102:** Reviewed best practices and recommendations. Council agrees to utilize the most up to date building codes from the State but also consider more stringent restrictions on higher density. Brief discussion on supplemental regulations (102-56) to allow short term rentals.
 - **CHAPTER 103 –** Reviewed under Major Updates

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- **HISTORIC PRESERVATION – CHAPTER 104:** Reviewed best practices and recommendations. Council would like the Historic Preservation Commission to review the same before amending.
- **SIGNS – CHAPTER 105:** Reviewed best practices and recommendations. Discussion of clarification on violations, temporary signage and non-conforming signage. Council agrees with creating a subsection for murals and/or public art requiring their approval.

10. CHAPTERS 106-109:

- **SOIL EROSION, SEDIMENTATION AND POLLUTION CONTROL – CHAPTER 106:** Reviewed common terms, best practices and recommendations. Discussion held; Council agrees with most recommendations. Discussion on disturbed acreage caps; Council would like to look at peer communities' ordinances and talk with engineer before updating. Also noted was a preference to clarify soil and erosion bonds at \$3,000 per acre. Additional discussion regarding specific areas in Section 106-4 that needs to be cleaned up.
- **STORMWATER MANAGEMENT – CHAPTER 107:** Reviewed common terms, best practices and recommendations. Council prefers to keep as is or CPL's engineer can better explain and make recommendations catered to our area. Additional discussion on various sections throughout the chapter that needs to be reviewed and cleaned up.
- **ANNEXATIONS – CHAPTER 108:** Reviewed best practices, legal considerations in the annexation process and recommendations. Short discussion held.
- **STREET STANDARDS – CHAPTER 109:** Reviewed common terms, best practices and recommendations. Discussions included clarification of section 109-2, requirements of traffic impacts/traffic studies for residential and commercial properties and length and width of driveways to accommodate more vehicles in order to avoid street parking issues.

ADJOURNMENT

At 4:31 p.m. a motion to adjourn the meeting was made by M. French; second by W. Illg. Vote carried three in favor (French, Illg, Sawyer) with one opposed (Phillips).

Approved this 2nd day of March, 2026

By: CITY OF DAWSONVILLE

John Walden, Mayor

Caleb Phillips, Councilmember Post 1

William Illg, Councilmember Post 2

**MINUTES
CITY COUNCIL RETREAT
Professional Development Center
28 Main Street, Dawsonville, GA
Friday, February 20, 2026
9:00 A.M.**

Sandra Sawyer, Councilmember Post 3

Mark French, Councilmember Post 4

Attested: _____
Beverly A. Banister, City Clerk

DRAFT

MINUTES
CITY COUNCIL RETREAT
Professional Development Center
28 Main Street, Dawsonville, GA
Saturday, February 21, 2026 - Sunday, February 22, 2026
9:00 A.M.

1. **CALL TO ORDER:** Mayor John Walden called the meeting to order at 9:01 am.
2. **ROLL CALL:** Councilmember William Illg, Councilmember Sandy Sawyer, Councilmember Mark French, City Attorney Kevin Tallant, City Manager Jacob Evans, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utility Director Russ Chambers, Finance Director Robin Gazaway, Director of Downtown Development Amanda Edmondson and Planning & Zoning Stacy Harris.

CPL staff included Sarah McQuade and Dana Spayde.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Sawyer.
4. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by W. Illg; second by M. French. Vote carried unanimously in favor. (3-0)

Councilmember Phillips arrived at 9:10 am

City Manager Evans presented questions needing clarification from Attorney Tallant on Sections 107-53, Section 108 and Section 109-2.
5. **CHAPTERS 110 – 113:**
 - **WATER AND SEWAGE SYSTEMS – CHAPTER 110:** Reviewed commons terms, best practices and recommendations. Council agrees to have the standard specifications referenced in the ordinance. Further discussion included updating the fee schedule, having capacity limits with a sunset date and consideration of requiring developers to install a distribution meter.
 - **GRADING AND DRAINAGE – CHAPTER 111:** Review common terms, best practices and recommendations. Discussion held on drainage/drainage easements on private property versus common areas.
 - **LOT AND BLOCK STANDARDS – CHAPTER 112:** Reviewed best practices and recommendations. Discussed House Location Plan requirements for single home development with discretion to request survey/additional plans if needed. Discussed clarification on Section 112-38 and discussion held on flag lots. CPL will provide the pros and cons of flag lots for further consideration.
 - **PLAT SPECIFICATIONS – CHAPTER 113:** Reviewed and discussed plat procedures. Discussed clarification needed on Sections 113-34, 113-37, 113-38 and 113-32. Discussion was also held on the need of GIS mapping within the City.
6. **ARTICLES I – VI:**
 - **ARTICLES I & II:** No comments
 - **ARTICLE III – DEFINITIONS OF TERMS:** Reviewed definitions of terms, consolidation of definitions and the addition and/or removal of definitions; Council prefers defining terms would be best practice.
 - **ARTICLE IV – OFFICIAL ZONING MAP:** Reviewed current zoning map; recommended to update the map more frequently. Discussion of authorization regarding interpretation of district boundaries and whether split zoning parcels need more restrictive standards.
 - **ARTICLE V – NONCONFORMING LOTS, BUILDINGS AND USES:** Reviewed Senate Bill 213 and how it relates to our ordinances. Reviewed fix it list to add sections and provisions for clarification.
 - **ARTICLE VI – OFF STREET PARKING, LOADING AND ACCESS REQUIREMENTS:** Reviewed current and recommended landscaping for parking lots. Discussed consideration of shared parking ordinance.

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7. ARTICLES VII - VIII:

- **ARTICLE VII – GENERAL PROVISIONS**

- **ACCESSORY STRUCTURES:** Reviewed residential and commercial accessory structures. Brief discussion was held on subdivision pools and amenities; more regulation and clarification were needed. Discussion on placement of drive-thru's for businesses, unmanned retail structures, peddler's licenses and determination on restrictions for home occupations.

- **ARTICLE VIII – BUFFER, LANDSCAPE, SCREENING AND OPEN SPACE REQUIREMENTS:** Reviewed and discussed buffers, landscape buffers and undisturbed buffers with recommended additions. Also discussed differences between buffers and landscape strips.

- **OUTDOOR STORAGE:** Reviewed outdoor storage on properties and how to be screened. Discussed new requirements for legal non-conforming properties when triggered by change of ownership. Such issues include types of screens for dumpsters, HVAC systems and walk-in coolers. Additional requests included oil and grease containment for new construction requests. Reviewed best practices and recommendations and discussed pedestrian-scale lighting, landscaped zoned and benches, etc.

8. ARTICLE IX – POWERS OF THE PLANNING DIRECTOR, ADMINISTRATIVE VARIANCES, COMPOSITION AND POWERS OF THE PLANNING COMMISSION, AUTHORITY OF MAYOR AND COUNCIL, VARIANCES AND PUBLIC HEARINGS

- Reviewed powers of Planning Commission, Planning Director and Mayor and Council and best practices and recommendations. Discussed administrative variances and how to handle. Also discussed clarifying the powers of the Planning Director.

9. ARTICLES X - XIII: Review of perceived “missing middle housing” types and definitions and benefits of net density versus gross density; discussion held.

- **ARTICLE X – RESTRICTED AGRICULTURE (RA) DISTRICT:** Reviewed intent, best practices and recommendations. Brief discussion on renaming this zoning category.

- **ARTICLE XI – R1, RESTRICTED SINGLE-FAMILY RESIDENTIAL DISTRICT:** Reviewed intent, best practices and recommendations. Discussed needing clarification on setbacks and minimum square footage.

- **ARTICLE XII – R2, SINGLE-FAMILY RESIDENTIAL DISTRICT:** Reviewed intent and recommendations. Discussion held and consideration of reviewing existing data from a preference survey and possibly creating a new one.

- **ARTICLE XIII – R3, SINGLE-FAMILY RESIDENTIAL DISTRICT:** Reviewed intent, best practices and recommendations. Consideration of increasing diversity of housing by adding “missing middle housing” types.

10. ARTICLES XIV - XXI:

- **ARTICLE XIV – R6, MULTIPLE-FAMILY RESIDENTIAL DISTRICT:** Council requested to retire this zoning category.

- **ARTICLE XV – R3R, MANUFACTURED HOME SUBDIVISION DISTRICT:** Council requested to retire this zoning category as recommended.

- **ARTICLE XVI – RMM, RESIDENTIAL MANUFACTURED/MOVED:** Council requested to retire this zoning category as recommended.

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- **ARTICLE XVII – RHMT, MANUFACTURED HOUSING TEMPORARY DISTRICT:** Council requested to retire this zoning category as recommended.
- **ARTICLE XVIII – RPC, RESIDENTIAL PLANNED COMMUNITY AND ARTICLE XX – PCS, PLANNED CONSERVATION SUBDIVISION:** Defined differences on these zonings and how they can be used as a subdivision type instead of a zoning district. CPL could develop supplemental standards. Reviewed best practices and recommendations on RPC and discussed density.
- **ARTICLE XIX – PLANNED UNIT DEVELOPMENT DISTRICT:** This zoning category has already been retired.
- **ARTICLE XXI – RCT, RESIDENTIAL COTTAGE:** Reviewed intent and recommendations. Discussed defining and changing the square footage to a range and creating a general development requirements table. Discussion held on buffers.

Motion to amend the agenda to include the items on the Sunday, February 21, 2026 agenda and to include Public Input made by W. Illg; second by M. Franch. Vote carried unanimously in favor.

PUBLIC INPUT: None

11. ARTICLES XXII – XXIV:

- **ARTICLE XXII – COMMERCIAL ZONING DISTRICTS IN GENERAL:** Reviewed intent, best practices and recommendations. Council agrees with recommendations.
- **ARTICLE XXIII – NB, NEIGHBORHOOD BUSINESS DISTRICT:** Reviewed intent, best practices and recommendations. Discussion of types of uses that are allowed and how to regulate them.
- **ARTICLE XXIV – HB, HIGHWAY BUSINESS DISTRICT:** Reviewed descriptions and goals. Discussion of gateway corridor. Reviewed best practices and recommendations.

12. ARTICLES XXV - XXVII

- **ARTICLE XXV – TB, TOWN BUSINESS DISTRICT:** Reviewed intent, best practices and recommendations. Noted this district would be served well by a shared parking ordinance as previously mentioned.

At 5:01 p.m. a motion was made by C. Phillips to recess the meeting; second by M. French. Vote carried unanimously in favor.

Mayor Walden resumed the meeting at 9:01 am on Sunday, February 22, 2026.

Present at the meeting were Councilmember William Illg, Councilmember Sandra Sawyer, Councilmember Caleb Phillips, Councilmember Mark French, City Clerk Beverly Banister, City Attorney Kevin Tallant, City Manager Jacob Evans and Planning & Zoning Admin Stacy Harris. Sarah McQuade and Dana Spayde from CPL were also present. Councilmember Illg lead the invocation and pledge.

Council reviewed and discussed the uses allowed in the NB, HB and TB districts and will need to evaluate further.

- **ARTICLE XXVI – CBD, CENTRAL BUSINESS DISTRICT:** Reviewed intent and recommendations. Discussed recommendation to delete Section 2605; Council agrees.

13. ARTICLES XXVIII – XXX:

- **ARTICLE XXVII – INST, INSTITUTIONAL DISTRICT AND ARTICLE XXVIII – O, OFFICE DISTRICT:** Both districts were discussed together. Reviewed intent and permitted uses in both and the overlap within these categories. Consideration of combining both districts or

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changing INST to a Civic district because of the overlap. Reviewed recommendations and discussed maximum building height requirements and screened areas for certain businesses.

- **ARTICLE XXIX – LI, LIGHT INDUSTRIAL DISTRICT:** Reviewed intent and recommendations. Discussed if any businesses would apply to this district. Also considered creating a new district to accommodate the County’s project. Council agrees with recommendation.
- **ARTICLE XXX – CIR, RESTRICTED INDUSTRIAL COMMERCIAL DISTRICT:** Previously reviewed.

14. ARTICLES XXXI – XXXVII:

- **ARTICLE XXXI – C-PCD, COMMERCIAL PLANNED COMPREHENSIVE DEVELOPMENT DISTRICT:** Council concurs with recommendation to retire this district.
- **ARTICLE XXXII – MUV, MIXED USE VILLAGE DISTRICT:** Council concurs with recommendation to retire this district.
- **ARTICLE XXXIII – AP, ANNEXED PROPERTY DISTRICT:** Reviewed criteria; brief discussion.
- **ARTICLE XXXIV – AIR, AIRPORT OVERLAY DISTRICT:** Provided general information and current permitted uses. Discussed overlay map near Elliott Field.
- **ARTICLE XXXV – IBD, INCENTIVIZED BUSINESS DISTRICT OVERLAY ZONES:** Reviewed intent, current code and recommendations. Discussed potential incentives. Council concurs with recommendation to retire this district.
- **ARTICLE XXXVI – ADMINISTRATION, INTERPRETATION, ENFORCEMENT, PENALTIES AND REMEDIES:** Recommends to update and align with State law regulations. Discussed third party inspections and adding a sub-section in the ordinance.
- **ARTICLE XXXVII – LEGAL STATUS PROVISIONS:** Reviewed fix it list.

Further discussion included clarifying setbacks concerning driveway lengths and suggestions; prohibiting coin operated amusement machines; allowing Personal Transportation Vehicles (PTV) such as golf carts within the downtown or the future town district area; signs located within the City’s ROW; and developing the fee schedule.

City Council and staff discussed how to handle future meetings to further clarify areas of the ordinances.

Brief discussion of taking in subdivision roads and issues concerning them. Council also discussed transportation project within the City.

ADJOURNMENT

At 12:45 p.m. a motion to adjourn the meeting was made by W. Illg; second by M. French. Vote carried unanimously in favor.

Approved this 2nd day of March, 2026

By: CITY OF DAWSONVILLE

John Walden, Mayor

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Professional Development Center
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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

DRAFT



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7b

SUBJECT: APPROVE PERMIT FEE WAIVER REQUEST FROM GEORGIA RACING HALL OF FAME

CITY COUNCIL MEETING DATE: 03/02/2026

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO REQUEST APPROVAL TO WAIVE A PERMIT FEE FOR THE GEORGIA RACING HALL OF FAME IN THE AMOUNT OF \$50.00 FOR THEIR 2ND ANNUAL RACING TO THE RESCUE CAR SHOW EVENT WHICH BENEFITS THE DAWSON COUNTY HUMANE SOCIETY.

HISTORY/ FACTS / ISSUES:

PERMIT FEE WAS WAIVED IN 2025 FOR THIS EVENT

OPTIONS:

RECOMMENDED SAMPLE MOTION:

STAFF RECOMMENDS APPROVAL

REQUESTED BY: Jacob Evans, City Manager

RECEIVED
 FEB 17 2026
 BY: BM

	<p>City of Dawsonville 415 Hwy 53 E, Suite 100 Dawsonville, GA 30534 Phone (706)265-3256 Fax # (706)265-4214</p>	<p>Permit Application for: Parades, Public Assemblies, Demonstrations, and Rallies in Public Places (APPROVALS)</p>
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Name of Event: Racing to the Rescue Car Show Date(s) of Event: 3/14/2026

Office Use for Dawsonville City Hall Only: The following departments have reviewed and approved this event as applicable:

Department	Notified Date	Name	Approved	Date
Sheriff Department				
Emergency Services				
Dawsonville Roads Dept.				
Environmental Health				
GA Dept of Transportation (For events on State roads/ROWS)				
Dawson County (For events outside city limits)				
City Manager				
Dawsonville History Museum				
City Council (for road closures)				

Approved:

 Planning Director or City Manager

 Date

OFFICE USE:

DATE(S)

- | | |
|---|---|
| ____ Permit Fee Received | ____ Event Entered on Calendar (COZI and City Shared) |
| ____ Insurance Certificate Received | ____ Route / Map Received |
| ____ City Council Meeting Date Scheduled | ____ Applicant notified to attend CC meeting |
| ____ Applicant notified to pick up permit | ____ OK to Close Permit - Approved by _____ |



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

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

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

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

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

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

- Name of Event: Racing to the Rescue Car Show PARADE RALLY OTHER Car show
- Location of Event: Georgia Racing Hall of Fame PUBLIC DEMONSTRATION
- Date(s) of Event: Saturday, March 14, 2026 PUBLIC ASSEMBLY
 Time of Event: Start: 7:00AM a.m./p.m. End: 3:00PM a.m./p.m. ROAD CLOSING _____ Hrs.
 NON-PROFIT (please provide 501 (c)(3) Information) PROFIT
- Provide information listed below for the main contact person responsible for the organization of this event:

Name: <u>Cindy Elliott</u>	Title: <u>Executive Director</u>
Organization: <u>Georgia Racing Hall of Fame</u>	Telephone #: <u>(706) 216-7223</u>
Email Address: <u>Director@georgiaracinghof.com</u>	Cell Phone #: <u>[REDACTED]</u>
Address: <u>415 Hwy 53 E Suite 110</u> City: <u>Dawsonville</u> State: <u>GA</u> Zip Code: <u>30534</u>	

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

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

Name: <u>Madison Jerominek</u>	Title: <u>Code Enforcement</u>
Organization: <u>Dawson County Marshal's Office</u>	Telephone #: <u>(706) 521-6871</u>
E-Mail Address: <u>MJerominek@dawsoncountyga.gov</u>	
Address: <u>25 Justice Way</u> City: <u>Dawsonville</u> State: <u>GA</u> Zip Code: <u>30534</u>	

6. Expected number of participants: _____
7. Physical description of materials to be distributed: Flyers/Trophies
8. How do participants expect to interact with public? As scheduled
9. Route of event: (attach a detailed map of the route) N/A

9.a. Number and type of units in parade: N/A

9.b. Size of the parade: N/A

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? N/A

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).

March Car Show, Memorial Day Car Show, Summer Nights Car Show, Labor Day Car Show, Silent Auction, Art Show & Simulator Event

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 the event outline please include setup, teardown and clean up.

150 people, 1 security guard, food trucks with appropriate/valid health inspection, handicap parking available

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

What participation, if any, do you expect from the City of Dawsonville? None

What participation, if any, have you arranged from Dawson County Emergency Services? (All mobile food vendors creating grease laden vapors must show proof of passing inspection by a GA fire department within the previous 12 months or be inspected prior to attending this event.) None (I hope)

What participation, if any, have you arranged from the Dawson County Sheriff Department? 1 deputy

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.) All registered vendors will be required to have proof of current health inspection prior to event

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 costs for insurance and naming the City of Dawsonville as an additional named insured party shall be borne solely by the applicant. Such insurance shall protect the City of Dawsonville from any and all claims for damages to property and/ or bodily injury or death.

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

Additional information/comments about liability insurance: _____

Additional information/comments about this application: _____

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

APPLICATION:

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

RELEASE & WAIVER OF LIABILITY:

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

AGREEMENT FOR FINANCIAL RESPONSIBILITY:

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

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

Cindy K. Elliott
Applicant's Printed Name

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

Cindy K. Elliott
Applicant's Signature

Notary Public, State of Georgia

My Commission Expires: _____

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

ROAD CLOSURES:

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

Sworn to and subscribed before me
this _____ day of _____, 20__

Applicant's Printed Name

Notary Public, State of Georgia

Applicant's Signature

My Commission Expires: _____

TRASH CLEANUP, PARKING PROVISION AND TOILET FACILITIES:

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

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

Sworn to and subscribed before me
This _____ day of _____, 20__

Cindy K. Elliott

Applicant's Printed Name

Notary Public, State of Georgia

Cindy K. Elliott

Applicant's Signature

My Commission Expires _____



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: Racing to the Rescue Car Show Date(s) of Event: 3/14/2026

Any anticipated problems with proposed route? N/A

Any anticipated problems with the designated location for participants to assemble? None

How many personnel will be required for this event? Volunteers only

Estimated cost for personnel: N/A- hourly rate for security officer (previously \$45 per hour)

Number and type of vehicles required: None

Type of procedures or equipment needed for the health and safety needs of the participants and the viewing public: None needed

Estimated cost for equipment: N/A

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: Racing to the Rescue Car Show Date(s) of Event: 3/14/2026

Any anticipated problems with proposed route? N/A

Any anticipated problems with the designated location for participants to assemble? None

How many officers will be required for this event? 1

Estimated cost for officers: \$45 hourly

Number of vehicles required: _____

Type of procedures or equipment needed for the health and safety needs of the participants and the viewing public: None

Estimated cost for equipment: N/A

Additional comments/concerns/recommendations: _____

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

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
(Public Works – Environmental Health)

Name of Event: Racing to the Rescue Car Show Date(s) of Event: 9/14/2026

PUBLIC WORKS:

Additional comments/concerns/recommendations: _____

APPROVED: YES NO

By: _____ Date: _____

CITY MANGER:

Additional comments/concerns/recommendations: _____

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
 (Public Works – Environmental Health)

Name of Event: Racing to the Rescue Car Show Date(s) of Event: 3/14/2026

DAWSONVILLE HISTORY MUSEUM (GRHOF):

Additional comments/concerns/recommendations: _____

APPROVED: YES NO

By: Quincy Elliott Date: 2/17/26

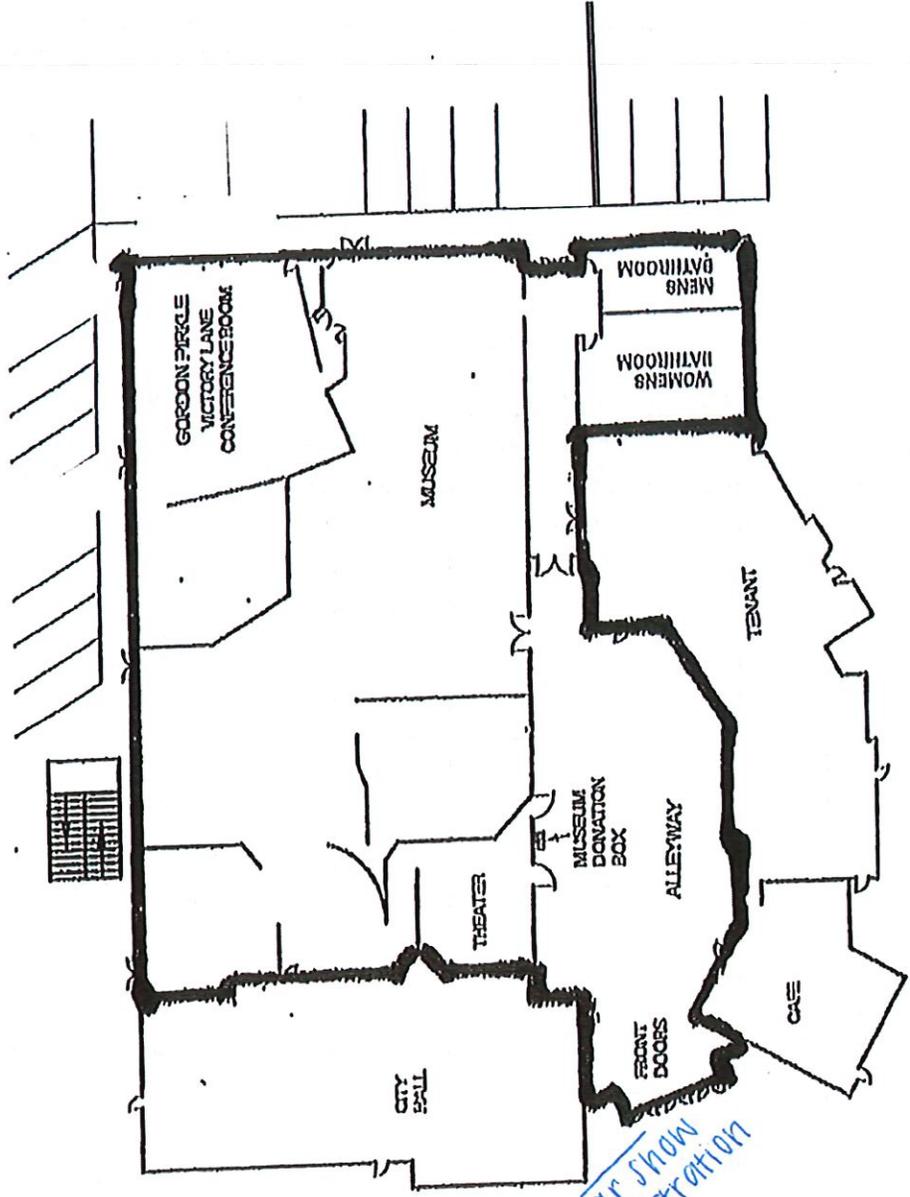
ENVIRONMENTAL HEALTH:

Additional comments/concerns/recommendations: _____

APPROVED: YES NO

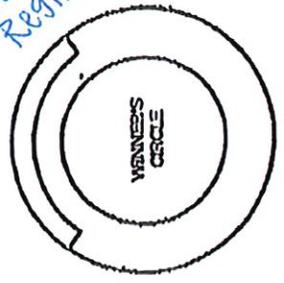
By: _____ Date: _____

Entrance / Gate



Car show
Parking
(show cars)

Car Show
Registration



Vendor set up / Parking
Vendors along grass

Entrance on main to car registration
Racing to the Rescue Car Show 2020
Cars Roll through Park



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7c

SUBJECT: APPROVE 2026 FARMERS MARKET USE AGREEMENT

CITY COUNCIL MEETING DATE: 03/02/2026

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPROVE FARMER'S MARKET USE AGREEMENT BETWEEN THE CITY AND THE DAWSON COUNTY CHAMBER OF COMMERCE FOR THE USE OF THE FARMER'S MARKET BY THE AMICALOLA REGIONAL FARMERS MARKET (ARFM) DURING THE 2026 SEASON

HISTORY/ FACTS / ISSUES:

- **2026 WILL BE THE SEVENTH SEASON OF THE FARMER'S MARKET**
 - **OPENING DAY WILL BE SATURDAY APRIL 25, 2026**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

STAFF RECOMMENDS APPROVAL OF THE AGREEMENT

REQUESTED BY: Jacob Evans, City Manager

FARMERS MARKET USE AGREEMENT

This Farmers Market Use Agreement (hereinafter referred to as the “Agreement”) is entered into and effective this _____ **day of** _____, **2026**, by and between the **CITY OF DAWSONVILLE** (hereinafter referred to as “CITY”), a Georgia municipal corporation, and the **DAWSON COUNTY CHAMBER OF COMMERCE, INC.**, a Georgia non-profit corporation, by and through its authorized committee the **AMICALOLA REGIONAL FARMERS MARKET**, (hereinafter referred to as “CHAMBER”) for the use of the CITY’s Farmers Market Pavilion located on Allen Street (hereinafter referred to as “the Pavilion”).

WITNESSETH:

WHEREAS, the parties hereto previously entered into a Farmers Market Use Agreement which has been renewed multiple times; and

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

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

1. **Term of this Agreement.** This Agreement shall become effective on execution by the parties and shall continue in full force and effect until terminated. The CHAMBER shall have use of the Pavilion as set forth hereinafter on “Scheduled Days” (as hereinafter

defined) from April 25, 2026 until October 17, 2026. This Agreement shall terminate after October 17, 2026, unless renewed by the parties in writing.

2. Consideration. In consideration of the right to use the Pavilion to hold farmers markets on Scheduled Days, CHAMBER agrees to pay fifteen dollars (\$15) per month to the CITY beginning April 25, 2026, and twenty dollars (\$20) beginning June 27, 2026 through the termination of this Agreement. For the months of April and October, any permitted dates which are not utilized will result in pro-rated consideration under this Agreement. "Scheduled Days" shall be as follows:

(a) Every Saturday beginning on April 25, 2026 through and including October 17, 2026, from 8:00 AM until 2:00 PM (the market will close at 1:00 PM with the last hour for any needed clean-up).

(b) Every Wednesday beginning on June 10, 2026, through and including October 14, 2026, from 3:00 PM to 5:00 PM (or until sold out).

(i) The foregoing notwithstanding, Chamber may elect in writing to delay the start of Wednesday Farmer's Markets (during the month of June) by delivering notice in writing to the City at least five (5) days prior to the scheduled Wednesday use in June.

(ii) The foregoing notwithstanding, upon ten (10) days advance notice the Chamber may elect to start Wednesday Farmer's Markets as early as June 3, 2026, upon proper notice.

4. Duties and Obligations of CITY. CITY shall provide use of the City's Pavilion to the CHAMBER on each Schedule Day during the Term. Each vendor will be allocated

approximately an 8' wide by 20' long space under the Pavilion. CITY hereby agrees to not allow any other farmers markets or individual vendors to sell products at the Pavilion or City Hall Complex on Scheduled Days when the CHAMBER's Farmer's Market is open.

5. Duties and Obligations of CHAMBER. CHAMBER shall hold a Farmers Market at the Pavilion each Scheduled Day during the Term. On scheduled Saturdays, the Farmers Market shall not open for sales before 8:00 a.m. and shall end sales no later than 1:00 PM. On scheduled Wednesdays the Farmers Market shall not open for sales before 3:00 p.m. and shall end sales no later than 5:00 PM. CHAMBER shall be responsible for the policing, monitoring, and regulating products sold at each Farmers Market, as well as policing, monitoring, and regulating any vendors that CHAMBER allows to sell products at any occurrence of its Farmers Market. CHAMBER shall keep the Pavilion in a clean, neat, litter-free, and orderly condition, and shall be responsible for cleaning up after each use of the Pavilion. CHAMBER shall pick up any trash or debris left from the use of the Pavilion or sale of products, as well as return the Pavilion to the CITY in the condition it was found prior to use. CHAMBER shall not dispose, or allow any vendor to dispose of, any unsold merchandise on site or in on-site trash receptacles. At no time shall CHAMBER allow more than thirty (30) vendors to sell its products or merchandise at any occurrence of the Farmers Market.

6. Rights of City. CITY shall have the right to require CHAMBER to cease operations early on a Saturday due to conflicts in scheduling the use of the Pavilion. Other than for unanticipated or emergency conflicts, CITY agrees to notify CHAMBER three (3) weeks prior to the date that operations will need to be ceased early.

7. **Insurance and Indemnification.** CHAMBER shall add the CITY as an additional insured to its existing liability insurance policy for all use of the Pavilion and agrees to indemnify, defend, and hold CITY, and its respective officers, directors, agents, and employees (together, the “Indemnified Parties”), harmless from any and all claims, suits, demands, debts, undertakings or proceedings of any kind or nature, whether meritorious or frivolous, in any way arising out of the CHAMBER’s use, or any of CHAMBER’s vendors uses, of the Pavilion, including liability caused in whole or in part by the Indemnified Parties. CHAMBER shall, at its own expense, appear, defend, and pay all attorneys’ fees and all costs, and other expenses arising therefrom or incurred in connection therewith; and, if any judgment shall be rendered against the Indemnified Parties in any such action, CHAMBER shall, at its own expense, satisfy and discharge the same.

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

9. **Headings.** The Section headings are for convenience and reference only and shall not be used to limit or otherwise affect the meaning of any provision of this Agreement.

10. **Counterparts.** This Agreement may be simultaneously executed in two or more counterparts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one and the same instrument.

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

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

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

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

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

[execution on following page]

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date(s) set forth below with an effective date of the last to sign.

CITY OF DAWSONVILLE

DAWSON COUNTY CHAMBER OF COMMERCE, INC.

By: John Walden, Mayor

By: Mandy Power, CEO

Date: _____

Date: _____

Attest:

Beverly A. Banister, City Clerk

Secretary

DRAFT



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7d

SUBJECT: APPROVE PROPOSAL FROM GEOSCIENCES ENGINEERING

CITY COUNCIL MEETING DATE: 03/02/2026

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO REQUEST APPROVAL FOR A PROPOSAL FROM GEOSCIENCES ENGINEERING, INC. TO PROVIDE CONSTRUCTION MATERIALS TESTING SERVICES FOR THE PROPOSED WATER POLLUTION CONTROL PLANT FACILITY

HISTORY/ FACTS / ISSUES:

TURNIPSEED ENGINEERS RECOMMENDS APPROVAL

OPTIONS:

RECOMMENDED SAMPLE MOTION:

STAFF RECOMMENDS APPROVAL

REQUESTED BY: Jacob Evans, City Manager



ATLANTA
AUGUSTA
AIKEN
ST. SIMONS ISLAND

February 13, 2026

Mr. Jacob Evans
City Manager
City of Dawsonville
415 Hwy 53 E, Suite 100
Dawsonville, Georgia 30534

Re: City of Dawsonville
Flat Creek Water Pollution Control Plant
Project No. 182181

Dear Mr. Evans:

We are enclosing a proposal dated February 4, 2026 from Geosciences Engineering, Inc. This proposal is to provide construction materials testing services for the Proposed Water Pollution Control Plant Facility. As indicated, the fee for work provided will be determined based on the included unit fee schedule.

If acceptable, please sign, date and return the enclosed agreement for professional services. We will provide the necessary coordination for this work.

If you have any questions, please call us.

Yours truly,

A handwritten signature in blue ink, appearing to read "J. Lamar Rogers".

J. Lamar Rogers, P. E.

JLR:ej
Enclosure



Soil • Environmental • Geotechnical • CMT

319 Atlanta Street SE, Suite 100

Marietta, Georgia 30060-2264

geosciencesengineering.com

770-428-4070

mail@geius.net

February 04, 2026

Mr. Michael McCracken, PE
Engineer

Turnipseed Engineers
2255 Cumberland Pkwy SE # 400A
Atlanta, Georgia 30339

Re: Proposal for Construction Materials Testing Services
Flat Creek Water Pollution Control Plant
City of Dawsonville, Dawson County, Georgia 30534
GEI Proposal No. WTRPLLNCNTRLPLNT26-100

Dear Mr. McCracken,

Geosciences Engineering Inc. (GEI) is pleased to submit this proposal to provide construction materials testing (CMT) services for the proposed Flat Creek Water Pollution Plant Facility in Dawsonville city. Included is a description of the anticipated scope of work and an estimated cost for our services.

Our understanding of this project is based on the reviewing set of drawings and specs provided in the email dated January 29, 2026. Our understanding is that City of Dawsonville is improving/upgrading Flat Creek Water Pollution Control Plant. The improvement includes a screen and grit structure, raw sewage pump station, aeration basin, two (2) final clarifiers, tertiary filters, ultraviolet disinfection unit, sludge pump station, plant pump station, chemical feed facilities, control building, digester and sludge dewatering building.

SCOPE OF SERVICES

All sampling and testing will be conducted following applicable ASTM, ACI or other standards, in accordance with the project plans and specifications. The proposed testing services for this project will be performed on a part-time basis with scheduling of GEI personnel by the contractor or other responsible parties. No less than twenty-four (24) hours advance notice prior to providing on-call personnel is required in order to effectively schedule the work. Several days' notice is recommended.

The construction materials testing services anticipated for this project include site preparation/earthwork; foundation and slab-on-grade subgrade inspections; concrete field and laboratory testing; sampling and compressive strength testing of CMU grout; and project management. In addition to personnel time spent on site, each inspection or testing visit will include round-trip travel charges consisting of three (2.5-3) hours of travel time and approximately 120 miles.

SITE PREPARATION /EARTHWORK

This phase of work will generally consist of stripping the site of grass or other ground cover and placement of new structural fill within the building and other required areas. We propose observation of the building subgrade by a geotechnical engineer be performed following initial site preparation. Engineering evaluation is necessary to locate any weak, excessively wet areas or other unsuitable conditions that may be present and to confirm that the subgrade is acceptable for fill placement. Monitoring of the filling operations will be performed by an engineering technician to confirm that site fill compaction is in compliance with the project specifications. The monitoring includes in-place density testing of the fill soil placed to determine the degree of compaction. Laboratory soil testing to determine moisture-density relationships of the fill soil will also be performed, as necessary.

FOUNDATIONS AND SLAB ON GRADE SUBGRADE INSPECTIONS

Inspection of foundation and slab on grade subgrades will be performed, as necessary, to confirm that the subgrades have been kept free of water accumulation, have not been disturbed by the construction and the subgrade soil conditions are capable of achieving the design soil bearing capacity. Slab on grade subgrades will also be evaluated to confirm adequate subgrade foundation support. The foundation inspection services will be performed by a geotechnical engineer or senior geotechnical engineer prior to reinforcing steel installation and concrete placement.

CONCRETE SAMPLING AND TESTING

Concrete sampling and testing will include routine temperature (ASTM C1064), slump test (ASTM C 143), unit weight (ASTM C 138) and air content (ASTM C 231) in the field and molding 4" x 8" test cylinder specimens for laboratory concrete compressive strength testing. 4 cylinders would be molded for each day's of placing for each class of concrete and each 50 cubic yards. One cylinder shall be broken at 7 days, 2 cylinders shall be broken at 28 days and one cylinder shall be held in reserve.

Our technicians will pick up the test cylinders at the site the day after molding and deliver them to the laboratory for curing and subsequent compression strength testing at specified frequencies. We anticipate one cylinder will be tested in 7 days, three at 28 days and two will be held in reserve. Laboratory compressive strength testing of the concrete cylinders will be performed in accordance with ASTM C 39. The cylinders will be stored in water in the laboratory until the time of testing.

MASONRY (CMU) GROUT CONSTRUCTION SAMPLING/TESTING

Services during the masonry work may include periodic quality assurance testing of CMU infill grout to verify specified grout consistency and compressive strength requirements. Consistency during placement will be checked by performing slump tests in accordance with ASTM C 143. Grout prism specimens will also be formed in the field to check the compressive strength. After initial curing, the prisms will be transported to the laboratory and tested at appropriate intervals.

PROJECT MANAGEMENT

All work will be performed under the direction of Sam Asady, Ph.D., P.E., a project principal who will oversee the services performed, be available for consultation, and make certain that qualified personnel are available, as required. Testing results and reports will be checked and issued typically on a weekly basis. A staff engineer or senior registered engineer will review all field and laboratory reports and be responsible for submitting the final reports to required parties.

COMPENSATION

Compensation for the services performed, as outlined above or additional services requested, will be in accordance with the unit rates listed on the enclosed standard unit rate fee schedule. Personnel travel time and mileage will be charged portal-to-portal from our office located in Marietta. Job Site is 58 to 60 miles away and with traffic the travel time is usually 1 hour 15 minutes to 1.5 hour.

This proposal does not include an estimated budget for the scope of work; however, one can be provided upon request.

AUTHORIZATION

To formally authorize GEI to provide these services, please execute and return the attached "Authorization for Professional Services" sheet. Also enclosed with this proposal are GEI's General Terms and Conditions that discuss such items as right-of-entry, insurance, and invoicing. These General Terms and Conditions are considered an integral part of this proposal.

We appreciate the opportunity to be of service to you on this project. If there are any questions regarding this proposal or if we may be of further assistance, please do not hesitate to give us a call.

Sincerely,

GEOSCIENCES ENGINEERING, INC.

Sam Asady, PH.D, P.E., DCSC

Principal

Attachments: Authorization For Professional Services Form
Unit Fee Schedule
General Terms and Conditions

AUTHORIZATION FOR PROFESSIONAL SERVICES

GEOSCIENCES ENGINEERING, INC.

319 Atlanta Street, SE, Suite 100
 Marietta, GA 30060-2264
 Tel: 770-428-4070
 Fax: 770-428-9570

GEI is pleased to provide this Authorization for Professional Services form, considered to be the Contract. This Contract confirms your authorization for the services requested and your agreement to the accompanying Terms and Conditions under which the services will be provided.

PROJECT INFORMATION

Project Name	Flat Creek Water Pollution Control Plant	Project No:	WTRPLLNCNTRLPLNT26-100
Street Address	716 Maple Street, Dawsonville	Proposal No:	WTRPLLNCNTRLPLNT26-100
County, State	Dawson, GA	Zip Code:	30534

INVOICE INFORMATION

Firm		Attn:	
Mailing Address		Phone:	
City, State		Zip Code:	

PROPOSED SCOPE OF SERVICES

- | | | | |
|---|---|---|--|
| <input type="checkbox"/> Foundation Testing | <input type="checkbox"/> Compaction Testing | <input checked="" type="checkbox"/> Construction Material Testing | <input type="checkbox"/> Reinforcing Steel Observation |
| <input type="checkbox"/> Level 2 Soil Survey | <input type="checkbox"/> Reinforcing Steel Location | <input type="checkbox"/> Septic Design | <input type="checkbox"/> Structural Steel Observation |
| <input type="checkbox"/> Level 3 Soil Survey | <input type="checkbox"/> Level 4 Soil Survey | <input type="checkbox"/> Phase 1 ESA | <input type="checkbox"/> Geotechnical Studies |
| <input type="checkbox"/> Subsurface Investigation | <input type="checkbox"/> Retaining Wall Design | <input type="checkbox"/> Asbestos Survey | <input type="checkbox"/> Hand Boring and DCP Testing |

PROPOSED BUDGET

- Not to Exceed (See attached Proposal)

PROPOSED SCHEDULE

(See Attached Proposal)

WORK AUTHORIZATION BY:

Print Name:		Title:	
Firm:		Date:	
Signature			

FOR GEI BY:

Print Name:		Title:	
Signature			

GEOSCIENCES ENGINEERING, INC.
CONSTRUCTION MATERIALS TESTING SERVICES
UNIT RATE FEE SCHEDULE-2025

A. PERSONNEL	Unit	Unit Fee
1. Principal Engineer/Senior Consultant	Hr	\$190.00
2. Senior Registered Engineer/Geologist	Hr	160.00
3. Project Manager	Hr	125.00
4. UAV Licensed Pilot/GIS Analyst	Hr	115.00
5. Staff Engineer/Geologist/Scientist	Hr	110.00
6. Certified Special Inspector (Steel/Masonry)	Hr	100.00
7. Senior Engineering Technician (Soils/Concrete/Storm Water)	Hr	95.00
8. Engineering Technician Level II (Soils/Concrete/Storm Water)	Hr	85.00
B. LABORATORY TESTING		
1. Standard Proctor Compaction (ASTM D-698)	Ea	\$200.00
2. Modified Proctor Compaction (ASTM D-1557)	Ea	225.00
3. Atterberg Limits (ASTM D-4318)	Ea	125.00
4. Grain Size Sieve Analysis (ASTM D-6913)	Ea	100.00
5. Grain Size Hydrometer Analysis (ASTM D-7928)	Ea	130.00
6. Percent Passing #200 Sieve (ASTM D-1140)	Ea	75.00
7. Concrete Compressive Strength		
Cylinders, (ASTM C-39)	Ea	\$16.50
4x4x8 Grout Prisms, (ASTM C-1019)	Ea	16.50
3-4 Inch Diameter Cores (ASTM C-42)	Ea	50.00
Cubes (ASTM C-109)	Ea	50.00
8. Asphalt Extraction and Gradation (ASTM D-2172)	Ea	150.00
9. Asphalt Density, Cored Specimen	Ea	30.00
10. Turbidity Analysis, Storm Water	Ea	75.00
C. TRAVEL AND LODGING		
1. Automobile Transportation	Mi	\$0.85
2. Per Diem (food and lodging).....	Cost + 15%	
3. Transportation by Commercial Carrier or Rental Car	Cost + 15%	
D. SUPPLEMENTARY SERVICES		
1. Outside Subcontract Services (Drilling, Laboratory, Consulting, Etc.)	Cost + 15%	

- 2. Outside Equipment Rental Cost + 15%
- 3. Miscellaneous Supplies and Services Cost + 15%
 (Sampling, Courier, Printing, Shipping, Etc.) Cost + 15%
- 4. Concrete Cylinder Molds (When sampling is not performed by GEI),
 Case of 50 4"x8" Molds, per case \$125.00

E. NOTES

- 1. Charges for Professional and Support Staff will be made for administration of projects, sample collection, supervision of technician services, field inspection and evaluation, review and analysis of field and laboratory data, report preparation and review, travel time, consultation and meetings related to the project, etc.
- 2. Time spent on portal-to portal travel in the interest of the job will be charged at the appropriate hourly rate.
- 3. Applicable overtime rate for technician services is 1.5 times the standard hourly rate. Overtime includes work on holidays, weekends, and in excess of 8 hours per day.
- 4. Legal testimony or deposition will be charged at 1.5 times the standard personnel hourly rate. A minimum charge of 4 hours per day for these services is applicable.
- 5. Personnel services requiring a safety protection level other than Level "D" will be charged at a higher unit rate based on the level of difficulty.

GENERAL TERMS & CONDITIONS

1. RIGHT OF ENTRY The CLIENT will provide for right of entry of GEI personnel and all necessary equipment, in order to complete the work. While GEI will take all reasonable precautions to minimize any damage to the property, it is understood by the CLIENT that in the normal course of work some damage may occur, the correction of which is not part of this AGREEMENT.
2. INDEPENDENT CONSULTANT STATUS Except as may be otherwise noted herein, GEI shall serve as an independent professional consultant to CLIENT and shall have control over, and responsibility for, the means and methods for providing the Services under this AGREEMENT, including the retention of Subcontractors and Subconsultants. Unless expressly stated in GEI Scope of Services, GEI shall not serve as CLIENT'S agent or representative.
3. SCOPE OF SERVICES It is understood that the Scope of Services, Professional Fees, and time schedule defined in the Scope of Services are based on information provided by CLIENT and/or CLIENT's contractors and subconsultants. CLIENT acknowledges that if this information is not current, incomplete or inaccurate, or conditions are discovered that could not be foreseen by a reasonable person, the Scope of Services may change, even while the Services are in progress.
4. CLIENT'S DISCLOSURES In the execution of Scope of Services, GEI will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. However, CLIENT shall furnish and/or direct CLIENT'S consultants or agents to furnish GEI information identifying the type and locations of utility lines and other man-made objects known, suspected or assumed beneath the Site's surface, where the Scope of Services requires GEI to penetrate the Site's surface. The CLIENT or CLIENT'S agent agrees to hold GEI harmless for any damages to subterranean structures, which are not called to GEI's attention and correctly shown on the plans furnished.
 - 4.1 CLIENT understands and agrees that GEI's professional judgment must rely on the facts learned during the performance of Scope of Services. CLIENT acknowledges that such data collection is limited to the immediate area that is being sampled, tested or observed. Consequently CLIENT agrees that it shall not bring a claim based upon facts subsequently learned, regarding conditions between sampling/testing points, in areas not evaluated by GEI, or which were not part of the immediate area(s) explicitly evaluated by GEI.
 - 4.2 CLIENT shall notify GEI of any known, suspected or assumed regulated, contaminated or hazardous materials that may exist at the Site prior to GEI mobilization. Such hazardous materials shall include but not be limited to any substance which poses or may pose a present or potential hazard to human health and the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form.
 - 4.3 If any hazardous materials are discovered, or reasonably suspected by GEI after Services are initiated, a Changed Condition shall exist.
5. BILLINGS AND PAYMENTS Billings will be based on the unit rates, travel costs, and other reimbursable expenses stated in the Professional Fees. Any Estimate of Professional Fees stated in this AGREEMENT shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated in this AGREEMENT.
 - 5.1 Should GEI identify a Changed Condition, GEI shall notify the CLIENT of the Changed Condition(s) that in GEI's professional judgment requires an amendment of the Professional Fees, time schedule, and/or Scope of Services. GEI and CLIENT shall promptly and in good faith negotiate an amendment to this AGREEMENT.
 - 5.2 CLIENT recognizes that time is of the essence with respect to payment of GEI invoices, and that timely payment is a material part of the consideration of this AGREEMENT. Payment shall be in US
 - 5.3 funds drawn upon US banks and in accordance with the rates and changes set forth in the Professional Fees. Invoices shall be due and payable upon receipt.
 - 5.4 If CLIENT disputes all or part of an invoice, CLIENT shall provide GEI with written notice stating in detail the facts of the dispute within twenty-one (21) calendar days of the invoice date and agrees to pay the undisputed amount of such invoice promptly.
 - 5.5 GEI reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by GEI more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment will first be applied to accrued interest and then to the unpaid principle amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
 - 5.6 Payment of any invoice by the CLIENT shall be taken to mean that the CLIENT agrees to the provisions of the AGREEMENT and is satisfied with GEI Services and is not aware of any defects in those services, unless Client has provided notice to GEI in accordance with the DEFECTS IN SERVICE provisions of this AGREEMENT.
 - 5.7 GEI will submit invoices to the CLIENT monthly and a final bill upon completion of Services. If applicable, invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at the CLIENT's request. Payment is due upon presentation of the invoice and is past due thirty (30) days from the invoice date. CLIENT agrees to pay a finance charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts.
6. DEFECTS IN SERVICE CLIENT and CLIENT'S personnel and contractors shall promptly inform GEI of any actual or suspected defects in GEI Services, to help GEI take those prompt effective measures that in GEI's opinion will help reduce or eliminate the consequences of any such defect. Conditions of defects attributable to GEI Services shall be provided at no cost to CLIENT, except in the case that the deficiency is directly attributable to CLIENT furnished information, CLIENT shall compensate GEI for the cost of correcting such defects.
 - 6.1 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects in Services. CLIENT shall compensate GEI for additional Services required as a result of jurisdictional review requirements.
7. STANDARD OF CARE Services performed by GEI, its subsidiaries or subcontractors under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions, in the same region, during the same time period. No other representation, warranty, or guarantee expressed or implied, is given or made.
 - 7.1 CLIENT understands and agrees that GEI's professional judgment must rely on the facts learned during the performance of Scope of Services. CLIENT acknowledges that such data collection is limited to the immediate area that is being sampled, tested or observed. Consequently CLIENT agrees that it shall not bring a claim based upon facts subsequently learned, regarding conditions between sampling/testing points, in areas not evaluated by GEI, or which were not part of the immediate area(s) explicitly evaluated by GEI.
 - 7.2 GEI Professional Services shall be provided in a manner consistent with sound engineering and professional practices. If a situation arises that causes GEI to believe compliance with CLIENT'S wishes could result in GEI violating applicable laws and regulations, or will expose GEI to

claims or other charges GEI shall so advise CLIENT. If CLIENT'S action or inaction results in violation of applicable laws or regulations, GEI shall have the right to terminate its Services in accordance with TERMINATION provisions of this AGREEMENT.

- 7.3 If CLIENT decides to disregard GEI recommendations with respect to complying with applicable laws or regulations, GEI shall determine if GEI is required to notify the appropriate public officials. Client agrees that such determinations are GEI's sole right to make. CLIENT also agrees that GEI shall not bear liability for failing to report conditions that are CLIENT'S responsibility to report.
8. CONSTRUCTION TESTING AND REMEDIATION SERVICES CLIENT understands that construction testing and observation Services are conducted to reduce, not eliminate, the risk of problems arising during or after construction or remediation, and that provision of such Services does not create a warranty or guarantee of any type.
- 8.1 Monitoring and/or testing Services provided by GEI shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction, nor for complying with applicable laws and codes.
- 8.2 The professional activities of GEI, or the presence of GEI employees and subcontractors, shall not be construed to imply GEI as any responsibility for the means, methods, techniques, sequencing of construction, or procedures of construction selected, for safety precautions and programs incidental to the contractor's work. Furthermore, GEI does not and shall not have or accept authority to supervise, direct, control, or stop contractor's work.
- 8.3 GEI strongly recommends that CLIENT retain GEI to provide its Services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S contractor(s). If CLIENT elects to retain GEI on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the increased risks that a significantly lower level of construction quality may occur and that such defects may be undetected by GEI' part time observations. Therefore CLIENT waives any and all claims against GEI related to unsatisfactory quality or performance of elements observed or tested by GEI on a part time basis.
9. LIMITATION OF LIABILITY CLIENT agrees that GEI's liability for any damage on account of any professional acts, errors, or omissions will be limited to a sum not to exceed \$50,000 or GEI's total fee for Services rendered on the project, whichever is higher.
- 9.1 CLIENT agrees to allocate certain of the risks associated with the project by limiting GEI' total liability to CLIENT subject to available insurance proceeds, arising from GEI' professional acts, or omissions and for any and all causes including negligence, strict liability, breach of contract, or breach of warranty, injuries, damages, claims, losses, expenses, or claim expenses (including reasonable attorney's fees) under this AGREEMENT to the fullest extent permitted by law, as follows. For projects where GEI' fee estimate or proposed fees are:
- 9.2 \$10,000 or less, GEI' total aggregate liability to CLIENT shall not exceed \$5,000 or the total fee for the services rendered, whichever is greater.
- 9.3 In excess of \$10,000 GEI' total aggregate liability to CLIENT shall not exceed \$50,000 or the total fee for the services rendered, or whichever is greater.
- 9.4 CLIENT agrees that GEI shall not be responsible for bodily injury or property damage or losses arising directly or indirectly, in whole or in part, from acts or omissions by the client, its employees, agents, staff, consultants or subcontractors or by any other person or combination of persons to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, or subcontractors.
10. INSURANCE GEI maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance with

bodily injury and property damage limits of \$1,000,000. A Certificate of Insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation.

11. INDEMNIFICATION GEI agrees, subject to the limitation of liability of provision of this AGREEMENT, to hold harmless and indemnify CLIENT from and against damages arising from GEI' negligent performance of its Services to the extent that such injury is found to be caused by GEI' negligent acts, errors or omissions, especially excluding any damages caused by any third party or by the CLIENT.
- 11.1 To the fullest extent permitted by applicable law, CLIENT agrees to indemnify, defend, and hold GEI harmless from and against any and all liability, claims, damages, demands, funds, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT and CLIENT'S employees, agents, staff, contractors, subcontractors, consultants and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) injury to or loss of value to tangible personal property; or (c) a breach of this AGREEMENT, except to the extent such Damage is caused by the sole negligence or willful misconduct of GEI.
- 11.2 It is specifically understood and agreed that in no case shall GEI be required to pay an amount of Damages disproportional to GEI' culpability, or any share of any amount levied to recognize more than actual economic damages, subject to any limitations of liability and INDEMNIFICATION provisions contained in this AGREEMENT.
12. GOVERNING LAWS This AGREEMENT shall be governed in all respects by the laws of the state of Georgia.



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8

SUBJECT: ORDINANCE NO. 01-2026

CITY COUNCIL MEETING DATE: 03/02/2026

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

ORDINANCE NO. 01-2026: SECOND READING AND CONSIDERATION TO ADOPT

AN ORDINANCE TO AMEND THE CIVIL EMERGENCIES ORDINANCE OF THE CITY OF DAWSONVILLE, GEORGIA, TO PROVIDE FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES

FIRST READING: FEBRUARY 16, 2026

SECOND READING AND CONSIDERATION TO ADOPT: MARCH 2, 2026

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Kevin Tallant, City Attorney

Subject: Discharge of Firearms
Date of First Reading: February 16, 2026
Date of Second Reading: March 2, 2026
Date of Adoption: _____
Effective Date: _____

ORDINANCE NO. 01-2026

AN ORDINANCE TO AMEND THE CIVIL EMERGENCIES ORDINANCE OF THE CITY OF DAWSONVILLE, GEORGIA, TO PROVIDE FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES

WHEREAS, pursuant to Article IX, Section II, Paragraph II of the Constitution of the State of Georgia and Chapter 35 of Title 36 of the Official Code of Georgia, the City Council of Dawsonville is empowered to adopt reasonable ordinances for local government upon matters not governed by general law and which are not inconsistent with the Constitution of the State of Georgia or the Charter of the City of Dawsonville;

WHEREAS, the City of Dawsonville previously enacted a process outlined in Section 9-1 through which certain emergency powers are placed in the hands of the chief executive of the City of Dawsonville; and

WHEREAS, the City of Dawsonville desires to allow for the duration in which the chief executive of the City of Dawsonville is able to exercise emergency powers to be lengthened after the proclamation of an emergency; and

WHEREAS, the City of Dawsonville desires to limit the time in which emergency powers can be exercised following a regular, special, or called meeting of the city council,

NOW THEREFORE, the governing body of the City of Dawsonville, Georgia, does hereby amend its Civil Emergencies Ordinance as follows:

SECTION I: Duration of Emergency Powers.

Chapter 9 Offenses, Section 9-1, subpart (c) of the Dawsonville Code of Ordinances is hereby amended by striking Section 9-1(c) in its entirety and inserting in lieu thereof a new Section 9-1(c), as follows:

§ Sec. 9-1. – Civil Emergencies.

- (c) *Duration of emergency powers.* No emergency power as set forth herein shall be effective for more than 72 hours following the declaration of any emergency by the mayor unless another duration is specified in the declaration itself. In no event shall an emergency power as set forth herein remain effective for more than 30 days. However, upon declaration of a second or further emergency, the emergency powers as set forth herein may be exercised during such further

emergency period or periods, but never for more than 30 days in one declared emergency period.

SECTION II: Duration to Only Extend Beyond Council Meeting in Limited Circumstances.

Chapter 9 Offenses, Section 9-1, subpart (d) of the Dawsonville Code of Ordinances is hereby amended by striking Section 9-1(d) in its entirety and inserting in lieu thereof a new Section 9-1(d), as follows:

§ Sec. 9-1. – Civil Emergencies.

- (d) *Duration to only extend beyond council meeting in limited circumstances.* No emergency period shall extend beyond the next regular, special, or called meeting of the city council unless the meeting is less than 72 hours from the declaration of any emergency. In this event, the duration of the emergency power or powers shall be effective for the term as stated in the declaration. The foregoing notwithstanding, the Council may, at any meeting, by affirmative vote of the Council end the emergency period, even if that meeting is less than 72 hours from the declaration of the emergency.

SECTION III: Incorporation and Repealer

Except as modified herein, the remainder of the Civil Emergencies Ordinance of the City of Dawsonville is affirmed and incorporated herein. All laws and parts of law in conflict with this enactment are hereby repealed.

SECTION IV: Ordinance Validity

If any section, provision or clause of any part of this ordinance shall be declared invalid or unconstitutional, or if the provisions of any part of this ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this ordinance not so held to be invalid, or the application of this ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent that this ordinance would have been adopted had such invalid portion not been included herein.

SECTION V: Effective Date

This ordinance shall be effective the day following its passage by the City Council of Dawsonville.

SO ADOPTED AND ORDAINED by the City Council of Dawsonville, Georgia, this ____ day of _____, 2026.

(signatures on following page)

**MAYOR AND DAWSONVILLE CITY
COUNCIL**

By: _____
John Walden, Mayor

Caleb Phillips, Council Member Post 1

William Illg, Council Member Post 2

Sandy Sawyer, Council Member Post 3

Mark French, Council Member Post 4

ATTESTED TO BY:

Beverly Banister, City Clerk



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 9

SUBJECT: CONSIDERATION OF AGREEMENT WITH JEFF MILLER PRODUCTIONS FOR
2026 CONCERT EVENTS

CITY COUNCIL MEETING DATE: 03/02/2026

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL FOR AGREEMENT WITH JEFF MILLER PRODUCTIONS TO
PROVIDE SERVICES FOR THE 2026 CONCERT EVENTS CONTINGENT UPON CITY
ATTORNEY APPROVAL**

HISTORY/ FACTS / ISSUES:

**AGREEMENT IS PROVIDED AS A DRAFT AND IS CURRENTLY UNDER CITY ATTORNEY
REVIEW**

CONCERTS WILL BE HELD ON:

- **SATURDAY, MAY 2, 2026**
 - **SATURDAY, SEPTEMBER 12, 2026**
 - **SATURDAY, NOVEMBER 21, 2026 (TREE LIGHTING)**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

RECOMMENDS APPROVAL CONTINGENT UPON CITY ATTORNEY APPROVAL

REQUESTED BY: Jacob Evans, City Manager

GENERAL SERVICES AGREEMENT

An agreement (“Agreement”) made the ___ day of _____, 2026, by and between the City of Dawsonville (hereinafter, “Producer”) and Jeff Miller Productions, LLC (hereinafter, “Contractor”) (together, the “Parties”) for the purpose of Contractor providing concert production services to Producer. In consideration of the agreements set forth in this Agreement, the parties agree as follows:

1. SERVICES: Contractor hereby agrees to provide the Services set forth on Exhibit "A" (“Services”), attached hereto and made a part of this Agreement, during the event produced by Producer currently titled ___ to occur: _____(Insert Dates) (“Events”).

2. DEADLINES: Contractor shall arrive and be ready to provide the Services to Producer for the Events as follows:
 - a. Name of the Venue: Main Street Park(hereinafter, “Venue”).
 - b. Address of Event: 304 Main Street, Dawsonville, GA 30534
 - c. Showtimes are: _____

3. COMPENSATION: Producer shall pay to Contractor the amount agreed upon and contained in invoices provided. Full payment shall be due no later than _____.

4. PARKING: Producer will provide adequate parking for Contractor in immediate proximity to the Venue.

5. INDEPENDENT CONTRACTOR: Contractor is acting as an independent contractor in the performance of its duties herein. Producer is not responsible for any workman compensation insurance of any kind for Contractor. All taxes, insurance, union or guild dues are the sole responsibility of the Contractor. Producer shall not withhold, report or pay so-called withholding taxes with respect to the compensation payable hereunder. So-called "withholding taxes" shall include, without limitation, federal and state income taxes, federal social security tax, and Georgia or any other state unemployment insurance tax. Notwithstanding the foregoing, should Producer be subjected to any expense or liability by reason of such failure to withhold, report or pay such taxes (including, but not limited to penalties, interest or attorneys' fees), Contractor agrees that it will, to the extent permitted by Georgia law, indemnify and hold Producer harmless therefrom and shall immediately pay, or reimburse Producer for payment, of any taxes required to be paid.

6. INCLEMENT WEATHER: This Agreement is for services rendered rain or shine. Producer retains the right to interrupt the performance of Contractor’s duties hereunder in the event of inclement weather or any other conditions which Producer regards as hazardous to any person or persons. Any such interruption, postponement, or cancellation of services by Producer shall not affect the Contractor's compensation specified herein. The Contractor retains the right to stop performances and clear the performance area due to severe inclement weather, or non-safe working conditions. A manager for the Contractor also has the right to cancel an Event when there is present danger to either the personnel working the event or

equipment being used by the Contractor. If an Event is cancelled within ten (10) days of the event by the Producer, the full payment amount of the contract is still due. Any cancellations for any reason made more than ten (10) days from the day of either Event shall entitle Producer to a refund of any amounts paid over and above the non-refundable deposit. The decision to move the event under cover or indoors can be made up to 24 hours prior to each Event date.

7. **INSURANCE:** Contractor shall keep and maintain an insurance policy insuring against personal injury or damage to other persons in the amount of no less than two million dollars (\$2,000,000). Contractor shall make Producer an additional insured and provide evidence of this within ten (10) days prior to the date of the Event.

8. **GRAPHICAL MEDIA:** Producer is responsible for creating basic graphics to be used on social media, flyers and print ads.

9. **SPONSOR INFO:** Producer shall designate a party for all sponsor funding checks to be addressed to Jeff Miller Productions. All sponsors must be approved and agreed upon by the Parties.

10. **EMERGENCY SERVICES AND TRASH REMOVAL:** Producer will provide Police, Fire, EMS, as well as trash removal if needed.

11. **SOCIAL MEDIA MARKETING:** Producer is responsible for creating, sharing, and promoting the Events to the extent Producer deems necessary on their own social media platforms.

12. **INDEMNIFICATION:** To the extent permitted by Georgia law, the Parties hereby indemnify, save, and hold the other party harmless from any and all damages, liabilities, costs, losses and expenses (including legal costs and reasonable attorneys' fees) arising out of or connected with any claim, demand or action by a third party which is as a result of any action or omission by the other party. Each party agrees to reimburse the other on demand, for any payment made with respect to any such damage, liability, cost, loss or expense to which the foregoing indemnity applies.

13. **JURISDICTION:** This Agreement governed by the laws of the State of Georgia which shall be considered the place of execution and jurisdiction for purposes of any enforcement of this Agreement. Any dispute over this Agreement shall be brought in the courts located in Dawson County in the State of Georgia and all parties irrevocably consent to that jurisdiction. In the event of a default, both parties retain the right to seek all claims and remedies, including the return of the previously described non-refundable deposit.

14. **ENTIRE AGREEMENT:** This Agreement is the complete understanding between the parties and supersedes and replaces all previous agreements or representations both written and oral. No modification, amendment, waiver, termination or discharge of this Agreement or of any of the terms or provisions hereof shall be binding upon either of us unless confirmed by a written instrument signed by both parties. Should any portion of this

Agreement prove to be invalid, illegal or unenforceable, it shall not affect the remaining terms of this Agreement.

IN WITNESS HEREOF, the undersigned parties have agreed to the terms and conditions of this Agreement to be effective on the date first written above.

Contractor:

Producer:

Jeff Miller Productions, LLC Date
By: _____, Manager

City of Dawsonville Date
By: John Walden, Mayor

DRAFT

EXHIBIT A

SERVICES

Jeff Miller Productions, LLC will provide full concert production in accordance with the specifications outlined in the selected band's approved riders at Main Street Park (304 Main Street, Dawsonville, GA 30534) as part of Producer's [Program Name]. All concerts will feature professional staging, high-quality sound equipment, and an experienced production crew. Jeff Miller Productions, LLC will coordinate closely with the Producer, as defined in the agreement, to ensure all production elements meet the specifications and standards set by the Producer. This includes managing all day-of logistics for crews, bands, and DJs.

6060 Summer Circle
Dawsonville, GA.
30534
(770) 616-5322
jeffmillerproductions@mindspring.com
jeffmillerproductions@mindspring.com

Jeff Miller Productions Inc.

Estimate

For: City Of Dawsonville c/o Sara Beachem
sara.beacham@dawsonville-ga.gov
+1(706) 265-3256

Estimate No: 188
Date: 01/28/2026

Code	Description	Quantity	Rate	Amount
Apex 2420	Mobile Stage	1	\$3,800.00	\$3,800.00*
JBL VRX932LAP	Self Powered Line Array Module	8	\$75.00	\$600.00*
JBL SRX828S	2x18 Subwoofer enclosures	4	\$85.00	\$340.00*
Crown	XTI 6002 Amp Rack with 6 amps	1	\$500.00	\$500.00*
JBL STX 812 Monitor Package	With Crown XTi 6002 Amp Package	1	\$500.00	\$500.00*
Microphone Package	Drum Mics Shure Beta 58 Vocal Mics	1	\$300.00	\$300.00*
2420 Lighting Rig	8 R2 Wash/8 R1 Wash/5 Blinders/4 Rouge R2 Beams	1	\$1,750.00	\$1,750.00*
Midas Pro2c Digital Mixing Console	56 Channel digital mixing system. Pairs w/ 56ch. Stagebox. 56 in, 24 analog out, 8x8 AES3 I/O. 48pr Copper Split w/ front mount patch panel included.	1	\$500.00	\$500.00*
Talent	Kurt Thomas Band	1	\$2,000.00	\$2,000.00*

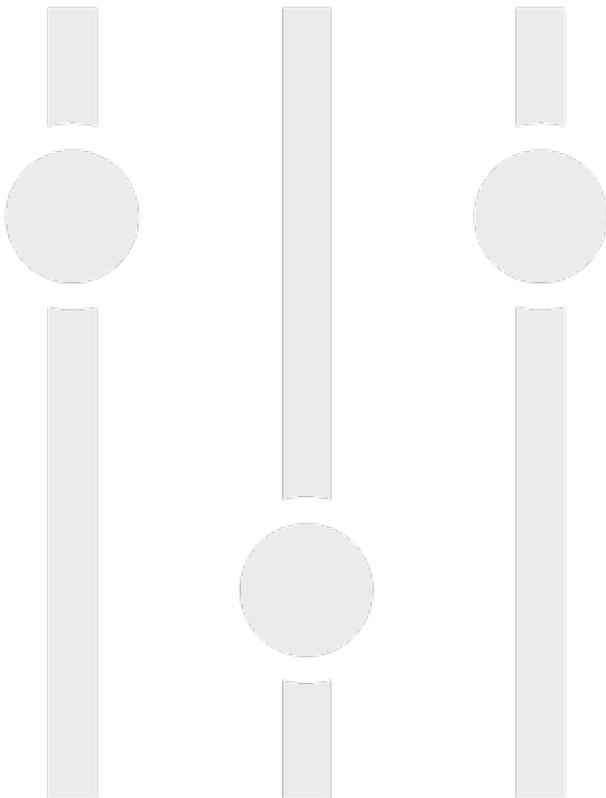
*Indicates non-taxable item

Subtotal	\$10,290.00
Discount	-\$290.00
Total	\$10,000.00

Total	\$10,000.00
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Notes

May 2 concert



6060 Summer Circle
 Dawsonville, GA.
 30534
 (770) 616-5322
 jeffmillerproductions@mindspring.com
 jeffmillerproductions@mindspring.com

Jeff Miller Productions Inc.

Estimate

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 sara.beacham@dawsonville-ga.gov
 +1(706) 265-3256

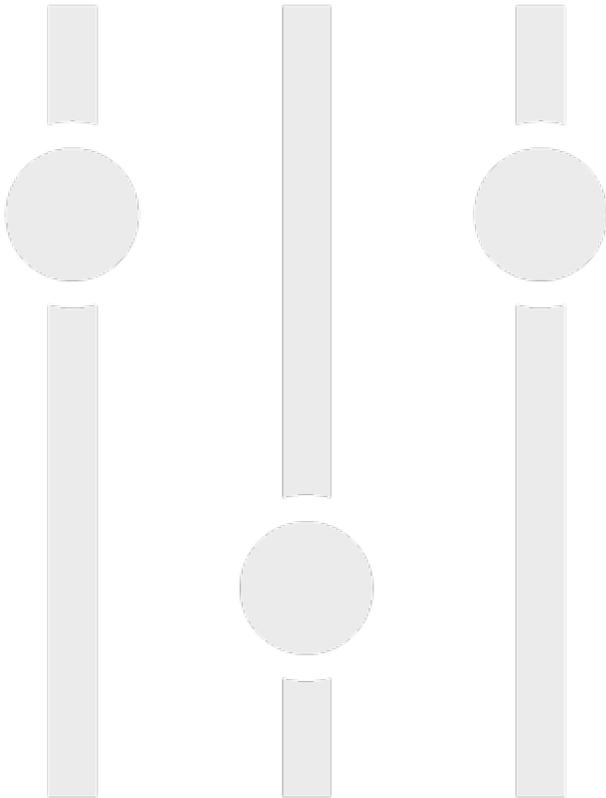
Estimate No: 189
 Date: 02/13/2026

Code	Description	Quantity	Rate	Amount
Apex 2420	Mobile Stage	1	\$3,800.00	\$3,800.00*
JBL VRX932LAP	Self Powered Line Array Module	8	\$75.00	\$600.00*
JBL SRX828S	2x18 Subwoofer enclosures	4	\$85.00	\$340.00*
Crown	XTI 6002 Amp Rack with 6 amps	1	\$500.00	\$500.00*
2420 Lighting Rig	8 R2 Wash/8 R1 Wash/5 Blinders/4 Rouge R2 Beams	1	\$1,750.00	\$1,750.00*
Talent	Resurrection (Journey Tribute Band)	1	\$7,000.00	\$7,000.00*
Aurora IP Rated Video Wall	12' x 7' IP rated LED Wall	1	\$2,500.00	\$2,500.00*
GENERATOR	25 KW Diesel Generator	1	\$500.00	\$500.00*
*Indicates non-taxable item				
			Subtotal	\$16,990.00
			Discount	-\$990.00
			Total	\$16,000.00
			Total	\$16,000.00

Notes

Sept 12 concert

City to provide 7 rooms at Holiday Inn Express. I've already negotiated a rate of \$1002 total for all 7 rooms



INVOICE

6060 Summer Circle
Dawsonville, GA.
30534
(770) 616-5322
jeffmillerproductions@mindspring.com
jeffmillerproductions@mindspring.com

Jeff Miller Productions Inc.

Invoice

Bill To: City Of Dawsonville c/o Sara Beachem
sara.beacham@dawsonville-ga.gov
+1(706) 265-3256

Invoice No: 465
Date: 02/03/2026
Terms: NET 291
Due Date: 11/21/2026

Code	Description	Quantity	Rate	Amount
Apex 2016 Mobile Stage		1	\$2,500.00	\$2,500.00*
GENERATOR	35KW Diesel Generator	1	\$500.00	\$500.00*
Lighting	Basic Lighting Package with Fixed Position LED Lights	1	\$500.00	\$500.00*
JBL SRX828S	2x18 Subwoofer enclosures	4	\$85.00	\$340.00*
JBL VRX932 LA-1	Curvilinear Speaker	8	\$65.00	\$520.00*
Crown	XTi 6002 Amp Rack with 6 amps	1	\$500.00	\$500.00*
A1	Labor - Audio Technician and Mixer	1	\$400.00	\$400.00*
JBL STX 812 Monitor Package	With Crown XTi 6002 Amp Package	1	\$500.00	\$500.00*
Talent	Kurt Thomas 2 piece acoustic	1	\$500.00	\$500.00*

*Indicates non-taxable item

Payment Details

Make Checks payable to Jeff Miller Productions Inc
Venmo @Jeff-Miller-72186
Cash App \$jeffmillerprod
PayPal-jeffmillerproductions@mindspring.com

Subtotal	\$6,260.00
Discount	-\$1,560.00
Total	\$4,700.00
PAID	\$0.00

Balance Due \$4,700.00

Notes

Setup on Friday 11/21/25 and pickup on Sunday 11/23/25

