

AGENDA
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers on 2nd Floor
Monday, October 18, 2021
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 held October 4, 2021
 - Executive Session held October 4, 2021
 - b. Approve Organization Chart
 - c. Approve Update to 2022 Meeting Calendar
8. Employee Recognition
9. Farmers Market Report – Louise McPherson
10. Dawson County Chamber of Commerce Presentation – Mandy Power
11. Georgia Scenic Byway Designation – Presentation by Mandy Power

PUBLIC HEARING

12. An Ordinance To Amend The City Of Dawsonville Code Of Ordinances Regarding Animals; Streets And Standards; Grading And Drainage; Zoning; Lot And Block Standards; Occupation Taxes And Miscellaneous Business Regulations; Buildings And Building Regulations; Stormwater Management; Fire Prevention And Protection; To Provide For An Effective Date; And For Other Purposes. (First Reading: October 4, 2021; Public Hearing, Second Reading and Consideration to Adopt: October 18, 2021)

BUSINESS

13. **ANX-C2100043 and ZA-C2100043**: Allen Street Properties, LLC and B & K Turner Family, LLP have petitioned to annex into the city limits of Dawsonville tract 2 with 32.937 acres (amended application) tract known as a portion of TMP 093 004 001, located at Perimeter Road, with a request to rezone from County Zoning of RSR (Residential Sub Rural) and RA (Restricted Agriculture) to City Zoning of R3 (Single Family Residential). Public Hearing Dates: Planning Commission on September 13, 2021 and City Council on October 4, 2021. City Council for a decision on October 18, 2021.
14. Agreement to Participate in the Low-Income Household Water Assistance Program

WORK SESSION

15. Water and Sewer Senior Discount Review

STAFF REPORTS

16. Bob Bolz, City Manager
17. Robin Gazaway, Finance Administrator

ADJOURNMENT

The next scheduled City Council meeting is Monday, November 1, 2021

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: 10/18/2021

PURPOSE FOR REQUEST:

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

- a. **Approve Minutes**
 - **Regular Meeting held October 4, 2021**
 - **Executive Session held October 4, 2021**
 - b. **Approve Organization Chart**
 - c. **Approve Update to 2022 Meeting Calendar**
-



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7a

SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 10/18/2021

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 HELD OCTOBER 4, 2021**
 - **EXECUTIVE SESSION HELD OCTOBER 4, 2021**
-

HISTORY/ FACTS / ISSUES:

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

MINUTES
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, October 4, 2021
5:00 P.M.

1. **CALL TO ORDER:** Mayor Eason called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Present were Councilmember John Walden, Councilmember Mark French, Councilmember Caleb Phillips, Councilmember William Illg, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utilities Operation Manager Jacob Barr, Planning Director David Picklesimer and Finance Administrator Robin Gazaway.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Phillips.
4. **ANNOUNCEMENTS:** The Mayor announced the City is celebrating National Customer Service Week this week, October 4 – 8, 2021. He also announced there will be a Candidate Forum on Tuesday, October 5, 2021 at 6:00 pm at the Dawson County Middle School for the candidates who qualified for the upcoming Municipal Election in November.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by W. Illg; second by M. French. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** None
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a) made by M. French; second by C. Phillips. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting and Work Session held September 20, 2021

PUBLIC HEARING

8. **ANX C2100043 and ZA C2100043:** Allen Street Properties, LLC and B & K Turner Family, LLP have petitioned to annex into the city limits of Dawsonville the **70.808 acres (amended application)** tract known as a portion of TMP 093 004 001, located at Perimeter Road, with a request to rezone from County Zoning of RSR (Residential Sub Rural) and RA (Restricted Agriculture) to City Zoning of R3 (Single Family Residential). Public Hearing Dates: Planning Commission on September 13, 2021 and City Council on October 4, 2021. City Council for a decision on October 18, 2021

Motion to open the public hearing made by C. Phillips; second by M. French. Vote carried unanimously in favor. Planning Director Picklesimer read the annexation and rezoning request. Mayor Eason conducted the public hearing.

The following individuals spoke in favor of the request:

- Christopher Light, 112 N. Main St., Cumming – Mr. Light, attorney for this project, spoke on behalf of the applicant. He provided a brief history of the request and provided an overview of the updated plan. He asked for the Council to consider approving the annexation and zoning request.
- Michael Turner, 1090 Oak Haven Dr., Roswell – Mr. Turner stated the City needs good quality, affordable housing that is walkable to schools, the library, the park, etc. and this community would fill that need. He also asked for the Council to consider approving the request.

No one spoke in opposition of the request.

Motion to close the public hearing made by J. Walden; second by W. Illg. Councilmember French inquired whether there is concern for any issue since what has been presented is different from what has been advertised. Attorney Tallant stated no, there is not a concern for what has been advertised. Vote carried unanimously in favor.

BUSINESS

9. **RESOLUTION – GEORGIA CITIES WEEK, OCTOBER 3-9, 2021:** The Mayor read the resolution and announced the City is promoting Cities Week by providing the residents free snow cones on Friday, October 8, 2021 from 2:00 – 5:00 pm at Main Street Park.

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5:00 P.M.

Motion to approve the resolution for Cities Week as presented made by W. Illg; second by C. Phillips. Vote carried unanimously in favor. (Exhibit "A")

- 10. REQUEST TO RATIFY OPIOID LITIGATION DOCUMENT:** Attorney Tallant explained the document has the City of Dawsonville voting in favor of having the State of Georgia accept the reorganization plan from one of the manufacturers. Due to the timing of the Council meetings, the letter could not be approved and signed prior to the deadline.

Motion to ratify approval of the opioid litigation document made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.

- 11. 2022 MEETING CALENDAR:** Motion to approve the 2022 meeting calendar as presented made by M. French; second by C. Phillips. Vote carried unanimously in favor.
- 12. COVID-19 VACCINATION INCENTIVES FOR EMPLOYEES:** No action taken by City Council.
- 13. UPDATED FEE SCHEDULE:** These were presented at the September 20, 2021 work session. Finance Administrator Gazaway stated she increased the fees as recommended by ten percent and the changes are represented in the packet. Planning Director Picklesimer provided an overview of the fee changes requested for his department.

Motion to approve legal to put the recommended fee schedule changes into an ordinance made by C. Phillips; second by M. French. Vote carried unanimously in favor.

- 14. FY 2021 BUDGET AMENDMENTS:** Motion to approve the FY 2021 Budget Amendments as presented made by M. French; second by J. Walden. Vote carried unanimously in favor. (Exhibit "B")
- 15. DAWSONVILLE HISTORY MUSEUM BOARD OF DIRECTORS – REQUEST ADDITIONAL DIRECTORS:** Motion to approve the resolution to increase the number of Directors by two (2) for the Dawsonville History Museum Board of Directors made by C. Phillips; second by J. Walden. Vote carried unanimously in favor. (Exhibit "C")

- 16. EMERGENCY FIRE FLOW UPGRADE:** Motion to approve emergency work not to exceed \$131,690.00 by Townley Construction to increase flow rates along Perimeter Road (south of Hwy 53 to DC High School) to meet state requirements; project will be paid out of SPLOST VI if available and/or Enterprise Capital and/or SPLOST VII made by M. French/ W. Illg. Vote carried unanimously in favor.

- 17. MAPLE HILL DRIVE DETENTION POND:** Mayor Eason stated the request from two homeowners to have the City take over the management of the detention pond came before the City Council at the September 20, 2021 work session; he recommended postponing this request to obtain all the information needed from legal prior to moving forward.

Motion to postpone the item to the November 1, 2021 City Council meeting made by M. French; second by C. Phillips. Vote carried unanimously in favor.

- 18. CHANGE ORDER – ALLEN STREET SIDEWALK:** Public Works Director Hansard described the request to obtain approval for the extension of the sidewalk coming down off of Allen Street to connect with the sidewalk opposite the City Hall Building on the side leading up to the Farmer's Market. The purpose is to encourage people walking in that area to use the sidewalk and not the street.

Motion to approve the change order for the Allen Street Sidewalk project not to exceed \$43,068.00 and to be paid out of SPLOST VI made by J. Walden; second by M. French. Vote carried unanimously in favor.

- 19. NAMING PUBLIC ROAD IN CITY HALL COMPLEX:** Mayor and Council discussed naming the public road coming into the back of the City Hall complex off of Allen Street. City Manager Bolz asked for Council to provide suggestions so he could check with 911 to see if they would allow any of the names recommended.

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CITY COUNCIL REGULAR MEETING
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Motion to postpone the item to the November 1, 2021 City Council meeting while suggestions are made, and research is done made by M. French; second by J. Walden. Vote carried unanimously in favor.

- 20.** An Ordinance To Amend The City Of Dawsonville Code Of Ordinances Regarding Animals; Streets And Standards; Grading And Drainage; Zoning; Lot And Block Standards; Occupation Taxes And Miscellaneous Business Regulations; Buildings And Building Regulations; Stormwater Management; Fire Prevention And Protection; To Provide For An Effective Date; And For Other Purposes. (First Reading: October 4, 2021; Public Hearing, Second Reading and Consideration to Adopt: October 18, 2021)

Planning Director Picklesimer provided a brief overview of the ordinance amendment and read the first reading of the amendment. The second reading and public hearing will be held at the next City Council meeting. Consideration for approval will also be considered at that time.

EXECUTIVE SESSION

At 5:40 p.m. a motion to close regular session and go into executive session for potential litigation was made by J. Walden; second by W. Illg. Vote carried unanimously in favor.

Mayor Eason stated a vote is not anticipated after the executive session concludes.

At 6:05 p.m. a motion to close executive session was made by C. Phillips; second by J. Walden. Vote carried unanimously in favor.

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

ADJOURNMENT:

At 6:08 p.m. a motion to adjourn the meeting was made by J. Walden; second by W. Illg. Vote carried unanimously in favor.

Approved this 18th day of October 2021.

By: CITY OF DAWSONVILLE

Mike Eason, Mayor

Caleb Phillips, Councilmember Post 1

William Illg, Councilmember Post 2

John Walden, Councilmember Post 3

Mark French, Councilmember Post 4

Attested: _____
Beverly A. Banister, City Clerk

STATE OF GEORGIA
COUNTY OF DAWSON

AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

Mayor Michael Eason, Councilmember John Walden, Councilmember Caleb Phillips, Councilmember William IIIg, 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 October 4, 2021.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5:40 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 4th day of October 2021; By the City of Dawsonville, Mayor and Council:



Mike Eason, Mayor



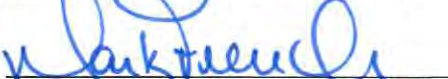
Caleb Phillips, Councilmember Post #1



William IIIg, Councilmember Post #2



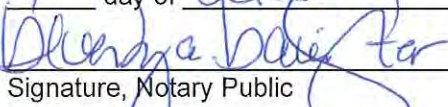
John Walden, Councilmember Post #3



Mark French, Councilmember Post #4



Sworn to and subscribed before me this 4 day of October, 2021.



Signature, Notary Public

My Commission expires: October 4, 2021

RESOLUTION R2021-05

**A RESOLUTION OF THE CITY OF DAWSONVILLE
RECOGNIZING GEORGIA CITIES WEEK, OCTOBER 3-9, 2021**

WHEREAS, city government is the closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Georgia Cities Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Georgia Municipal Association and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement.

NOW, THEREFORE, be it resolved that the City of Dawsonville declares October 3-9, 2021 as **GEORGIA CITIES WEEK**. Be it further resolved that the City of Dawsonville encourages all citizens, city government officials, and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

SO RESOLVED this 4th day of October, 2021.

**MAYOR AND DAWSONVILLE CITY
COUNCIL**

By:



Mike Eason, Mayor

Caleb Phillips

Caleb Phillips, Councilmember Post 1

William J. Illg

William Illg, Councilmember Post 2

John Walden

John Walden, Councilmember Post 3

Mark French

Mark French, Councilmember Post 4

ATTESTED TO BY:

Beverly A. Banister

Beverly A. Banister, City Clerk



Account Id	Account Description	Original Budget	Actual 6/30/20	Balance/Excess	Revised Budget
100-0000-000000	GENERAL FUND	0	0	0	AS AMENDED 6/30/2021
100-1100-000000	DEPARTMENT: COUNCIL	0	0	0	
100-1100-511000	SALARIES	34,000.00	32,320.00	1,680.00	34,000.00
100-1100-512100	GROUP INSURANCE-HEALTH LIFE DEI	56,535.00	51,493.65	5,041.35	56,535.00
100-1100-512200	TAXES: SUTA, FICA, FUTA	2,600.00	2,157.30	442.70	2,600.00
100-1100-523200	COMMUNICATIONS - CELL PHONE	4,080.00	3,974.85	105.15	4,080.00
100-1100-523500	TRAVEL	1,000.00	0	1,000.00	1,000.00
100-1100-523700	EDUCATION & TRAINING	1,000.00	1,035.00	-35.00	1,000.00
100-1300-000000	DEPARTMENT: MAYOR	0	0	0	0.00
100-1300-511000	SALARIES	17,000.00	16,080.00	920.00	17,000.00
100-1300-512100	GROUP INSURANCE-HEALTH LIFE DEI	60.00	41.40	18.60	60.00
100-1300-512200	TAXES: SUTA, FICA, FUTA	1,300.00	1,243.81	56.19	1,300.00
100-1300-523200	COMMUNICATIONS - CELL PHONE	1,020.00	967.53	52.47	1,020.00
100-1300-523500	TRAVEL	1,000.00	0	1,100.00	1,100.00
100-1300-523700	EDUCATION & TRAINING	1,000.00	1,035.00	-35.00	1,000.00
100-1400-000000	DEPARTMENT: ELECTIONS	0	0	0	0.00
100-1400-521203	PROFESSIONAL OTHER	0.00	0	0.00	0.00
100-1500-000000	DEPARTMENT: ADMINISTRATION	0	0	0	0.00
100-1500-511000	SALARIES	338,798.00	346,280.67	-7,482.67	350,000.00
100-1500-512100	GROUP INSURANCE-HEALTH LIFE DEI	117,948.00	102,670.03	15,277.97	117,948.00
100-1500-512200	TAXES: SUTA, FICA, FUTA	25,919.00	29,222.78	-3,303.78	30,000.00
100-1500-512400	RETIREMENT CONTRIBUTIONS	19,800.00	19,588.97	211.03	19,800.00
100-1500-512700	WORKERS COMP	1,500.00	3,394.00	200.00	3,594.00
100-1500-521200	PROFESSIONAL LEGAL	85,000.00	105,622.54	-6,816.08	106,000.00
100-1500-521201	PROFESSIONAL ACCOUNTING	19,000.00	13,043.34	5,956.66	19,000.00
100-1500-521203	PROFESSIONAL OTHER	15,000.00	26,510.69	-11,510.69	15,000.00
100-1500-521300	TECHNICAL SERVICES (IT)	15,000.00	11,534.65	3,465.35	15,000.00
100-1500-521315	TECHNICAL SERVICES-PAYROLL ACH	3,100.00	2,728.16	371.84	3,100.00
100-1500-522200	REPAIRS & MAINTENANCE	4,000.00	9,729.24	-5,690.24	10,000.00
100-1500-522320	RENTAL EQUIPMENT OR VEHICLES	2,400.00	2,380.05	324.95	2,705.00
100-1500-523000	OTHER PURCHASED SERVICES	15,000.00	26,545.00	-11,545.00	26,500.00
100-1500-523100	INSURANCE OTHER THAN EMPL	23,100.00	26,943.00	-3,843.00	30,000.00
100-1500-523200	COMMUNICATIONS	10,000.00	11,351.60	-1,213.40	11,300.00
100-1500-523300	ADVERTISING	1,000.00	4,732.48	-3,676.23	5,000.00
100-1500-523400	PRINTING AND BINDING	1,500.00	402.90	1,097.10	1,500.00
100-1500-523500	TRAVEL	4,000.00	836.77	3,163.23	4,000.00
100-1500-523600	DUES & FEES	12,000.00	8,314.63	3,704.37	12,019.00
100-1500-523700	EDUCATION & TRAINING	4,000.00	3,315.00	685.00	4,000.00
100-1500-523910	UNIFORMS	300.00	631.00	-331.00	700.00
100-1500-531100	SUPPLIES	18,000.00	63,342.49	-44,381.47	34,000.00
100-1500-531270	ENERGY-GASOLINE/DIESEL	1,000.00	923.55	137.33	1,060.88
100-1500-531300	FOOD	2,500.00	1,152.80	1,347.20	2,500.00
100-1500-541000	CAPTIAL OUTLAY PROPERTY	0.00	10,125.50	-10,125.50	0.00
100-1565-000000	DEPARTMENT: GENERAL GOV BLDG	0	0	0	0.00
100-1565-521300	TECHNICAL SERVICES	2,000.00	9,206.15	-7,206.15	9,200.00
100-1565-522200	REPAIRS & MAINTENANCE	43,000.00	69,968.98	-26,968.98	64,000.00

Exhibit "B"

100-1565-531100	SUPPLIES	22,000.00	26,662.35	-3,848.63	27,000.00
100-1565-531220	ENERGY NATURAL GAS	8,000.00	7,812.42	750.84	8,563.26
100-1565-531230	ENERGY ELECTRICITY	43,000.00	45,002.21	1,569.70	46,571.91
		978,460.00	1,100,322.49	-99,333.79	1,100,757.05
100-3900-000000	DEPARTMENT: ANIMAL CONTROL	0	0	0	
100-3900-523600	DUES & FEES	500.00	100.00	400.00	100.00
100-3900-531100	SUPPLIES	1,000.00	33.56	988.93	35.00
		1,500.00	133.56	1,388.93	135.00
100-4200-000000	DEPARTMENT: ROADS	0	0	0	
100-4200-511000	SALARIES	228,980.00	248,329.33	-19,191.13	229,138.20
100-4200-512100	GROUP INSURANCE-HEALTH LIFE DEI	74,970.00	67,471.27	7,498.73	74,970.00
100-4200-512200	TAXES: SUTA, FICA, FUTA	17,517.00	18,695.52	-1,178.52	17,517.00
100-4200-512400	RETIREMENT CONTRIBUTIONS	3,300.00	4,235.71	-935.71	3,300.00
100-4200-512700	WORKERS COMP	16,000.00	11,508.50	14,662.50	26,171.00
100-4200-521200	PROFESSIONAL LEGAL	7,500.00	1,608.50	7,220.42	8,828.92
100-4200-521202	PROFESSIONAL ENGINEERING	4,500.00	1,223.90	3,276.10	4,500.00
100-4200-521300	TECHNICAL SERVICES	7,000.00	12,620.90	-5,620.90	7,000.00
100-4200-522110	GARBAGE SERVICES	1,200.00	961.61	238.39	1,200.00
100-4200-522140	STREET SWEEPING/GROUNDSUP	12,600.00	13,500.00	900.00	14,400.00
100-4200-522200	REPAIRS & MAINTENANCE	52,000.00	16,030.36	36,768.42	45,392.78
100-4200-523200	COMMUNICATIONS	5,000.00	4,295.87	824.13	5,120.00
100-4200-523400	PRINTING AND BINDING	100.00	176.90	-76.90	100.00
100-4200-523500	TRAVEL	2,000.00	644.00	1,356.00	2,000.00
100-4200-523600	DUES & FEES	1,500.00	1,865.02	-352.03	1,512.99
100-4200-523700	EDUCATION & TRAINING	1,500.00	1,245.00	255.00	1,500.00
100-4200-523910	UNIFORM SERVICE	2,500.00	2,161.62	600.13	2,761.75
100-4200-531100	SUPPLIES	17,500.00	17,762.08	1,567.70	19,329.78
100-4200-531230	ENERGY ELECTRICITY	40,000.00	45,291.82	-1,973.88	43,317.94
100-4200-531240	ENERGY BOTTLED GAS	500.00	1,271.90	-771.90	500.00
100-4200-531270	ENERGY GASOLINE/DIESEL	6,350.00	6,281.26	471.43	6,752.69
100-4200-531300	FOOD	0.00	140.00	-140.00	0.00
100-4200-541400	INFRASTRUCTURE-GDOT LMIG	35,000.00	72,991.75	-37,991.75	35,000.00
		537,517.00	550,312.82	7,406.23	550,313.05
100-6200-000000	DEPARTMENT: PARKS	0	0	0	
100-6200-522200	REPAIRS & MAINTENANCE	17,000.00	54,617.39	-37,617.39	54,000.00
100-6200-531100	SUPPLIES	12,000.00	50,683.91	-38,274.63	50,000.00
100-6200-531230	ENERGY ELECTRICTY	18,000.00	9,067.72	9,844.85	18,912.57
100-6200-541200	CAPITAL OUTLAY - SITE IMPROVEMEI	0	0	0	0
100-6200-542100	CAPITAL OUTLAY - PARKS	0.00	367,686.96	-322,642.84	360,000.00
		47,000.00	482,055.98	-388,690.01	482,912.57
100-7400-000000	DEPARTMENT: PLANNING & ZONING	0	0	0	
100-7400-511000	SALARIES	144,127.00	163,458.08	-19,331.08	165,000.00
100-7400-512100	GROUP INSURANCE-HEALTH LIFE DEI	36,168.00	44,243.69	-8,075.69	39,468.00
100-7400-512200	TAXES: SUTA, FICA, FUTA	11,026.00	12,297.99	-1,271.99	11,026.00
100-7400-512400	RETIREMENT CONTRIBUTIONS	2,800.00	4,235.76	-1,435.76	2,800.00
100-7400-512700	WORKERS COMP	0.00	4,088.00	-4,088.00	5,000.00
100-7400-521200	PROFESSIONAL LEGAL	40,000.00	39,560.86	1,566.60	41,127.46

100-7400-521202	PROFESSIONAL ENGINEERING	1,500.00	11,393.78	-4,134.03	12,000.00
100-7400-521203	PROFESSIONAL OTHER	16,500.00	14,341.50	3,308.50	17,650.00
100-7400-521300	TECHNICAL SERVICES	9,000.00	11,043.70	-2,043.70	9,000.00
100-7400-522200	REPAIRS & MAINTENANCE	1,000.00	434.65	565.35	1,000.00
100-7400-522320	RENTAL EQUIPMENT	1,400.00	3,804.06	-2,334.06	1,470.00
100-7400-523200	COMMUNICATIONS	4,700.00	4,072.35	747.65	4,820.00
100-7400-523300	ADVERTISING	1,250.00	1,448.86	-198.86	1,250.00
100-7400-523400	PRINTING AND BINDING	100.00	288.40	-188.40	100.00
100-7400-523500	TRAVEL	3,000.00	685.80	2,314.20	3,000.00
100-7400-523600	DUES & FEES	2,250.00	2,619.87	-369.87	2,250.00
100-7400-523700	EDUCATION & TRAINING	3,500.00	2,628.85	871.15	3,500.00
100-7400-523800	LICENSES	400.00	530.00	-130.00	400.00
100-7400-523910	UNIFORMS	1,000.00	608.99	391.01	1,000.00
100-7400-531100	SUPPLIES	5,000.00	6,483.51	-1,336.87	6,500.00
100-7400-531270	ENERGY GASOLINE/DIESEL	1,000.00	1,366.52	-312.92	1,353.60
100-7400-541400	CAPITAL - PROPERTY (VEHICLE)	0.00	0	0.00	0.00
		285,721.00	329,635.22	-35,486.77	329,715.06
100-7500-000000	DEPARTMENT: DDA	0	0	0	
100-7540-572000	PMTS TO OTHER AGENCY (Chamber)	12,000.00	12,000.00	0.00	12,000.00
100-7550-531000	PMTS TO OTHER AGENCY (DDA)	17,500.00	25,000.00	-7,500.00	25,000.00
		29,500.00	37,000.00	-7,500.00	37,000.00
GENERAL FUND Expenditure Total		1,879,698.00	2,499,460.07	-522,215.41	2,500,832.73
275-0000-000000	HOTEL/MOTEL TAX	0	0	0	
275-7540-572000	PMTS TO OTHER AGENCY (Chamber)	4,000.00	5,675.22	-173.65	5,675.00
HOTEL/MOTEL FUND Expenditure Total		4,000.00	5,675.22	-173.65	
285-0000-000000	DOWNTOWN DEVELOPMENT AUTHC	0	0	0	
285-7500-000000	DDA EXPENDITURES	0	0	0	
285-7500-521200	PROFESSIONAL LEGAL	2,000.00	3,424.81	-1,424.81	3,425.00
285-7500-521201	PROFESSIONAL ACCOUNTING	1,200.00	0	1,200.00	0
285-7500-521203	PROFESSIONAL OTHER	2,400.00	0	2,400.00	0
285-7500-523300	ADVERTISING	200.00	0	200.00	0
285-7500-523700	EDUCATION & TRAINING	1,200.00	0	1,200.00	0
285-7500-531000	FIREWORKS PURCHASE	10,000.00	0	10,000.00	0
285-7500-531100	SUPPLIES	500.00	0	500.00	0
285-7500-540000	GRANT DISBURSEMENTS	25,000.00	25,000.00	0.00	25,000.00
DOWNTOWN DEVELOPMENT AUTHC		42,500.00	28,424.81	14,075.19	28,425.00
320-0000-000000	SPLOST VI FUND	0	0	0	
320-1000-541300	CAPITAL OUTLAY - CITY HALL ACQUIS	680,000.00	692,341.50	-439.25	691,902.00
320-4200-541400	CAPITAL OUTLAY - ROADS AND SIDEV	375,750.00	127,468.79	248,281.21	127,500.00
320-4200-542000	CAPITAL OUTLAY - PUBLIC WORKS EC	0.00	7,541.95	-7,541.95	7,500.00
320-4300-541400	CAPITAL OUTLAY - SEWER PROJECTS	0.00	0	0.00	0.00
320-4400-541400	CAPITAL OUTLAY - WATER PROJECTS	0.00	0	0.00	0.00
320-5400-740001		0	0	0	0.00
320-5400-740002	TRANSFER TO WATER/SEWER FUND	0	0	0	0.00

320-5400-740003	TRANSFER W/S FUND	0	0	0	0.00
320-6000-541000	CAPITAL OUTLAY - FARMERS MARKE	9,000.00	9,034.49	-34.49	9,034.49
320-6200-541200	CAPITAL OUTLAY - PARKS AND RECRE	0.00	63,396.90	-63,396.90	63,000.00
SPLOST VI FUND Expenditure Total		1,064,750.00	899,783.63	176,868.62	898,936.49

SPLOST V FUND Expenditure Total		0.00	0.00	0.00	0.00
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505-0000-000000	ENTERPRISE FUND	0	0	0	
505-4300-000000	DEPARTMENT: SEWER	0	0	0	
505-4300-511000	SALARIES	148,701.00	138,598.28	10,102.72	139,000.00
505-4300-512100	GROUP INSURANCE-HEALTH LIFE DEI	42,528.00	40,604.82	1,923.18	41,000.00
505-4300-512200	TAXES: SUTA, FICA, FUTA	11,376.00	10,872.12	503.88	11,376.00
505-4300-512400	RETIREMENT CONTRIBUTIONS	8,500.00	12,856.02	-4,356.02	8,500.00
505-4300-512700	WORKERS COMP	6,500.00	6,009.24	2,045.76	8,055.00
505-4300-521200	PROFESSIONAL LEGAL	3,000.00	3,544.32	-48.07	3,496.25
505-4300-521201	PROFESSIONAL ACCOUNTING	12,000.00	13,043.33	-1,043.33	12,000.00
505-4300-521202	PROFESSIONAL ENGINEERING	40,000.00	27,813.45	23,480.49	28,000.00
505-4300-521203	PROFESSIONAL OTHER	15,000.00	12,188.23	2,889.27	12,000.00
505-4300-521300	TECHNICAL SERVICES	14,000.00	12,118.95	1,961.05	12,000.00
505-4300-521315	TECHNICAL SERVICES: ENVIR MGMT	40,000.00	79,337.70	-34,983.20	44,354.50
505-4300-522110	GARBAGE SERVICES	7,500.00	8,528.83	-1,028.83	7,500.00
505-4300-522200	REPAIRS & MAINTENANCE	55,000.00	56,399.28	-1,399.28	55,000.00
505-4300-523100	INSURANCE OTHER THAN EMPL	12,500.00	14,264.33	-1,764.33	12,500.00
505-4300-523200	COMMUNICATIONS	6,000.00	8,013.50	-1,950.18	6,063.32
505-4300-523215	POSTAGE / MAIL BILLS	2,200.00	2,910.43	-710.43	2,200.00
505-4300-523300	ADVERTISING	350.00	1,203.13	-853.13	350.00
505-4300-523400	PRINTING AND BINDING	1,200.00	1,086.40	113.60	1,200.00
505-4300-523500	TRAVEL	1,000.00	100.00	900.00	1,000.00
505-4300-523600	DUES & FEES	4,000.00	4,525.25	-525.25	4,000.00
505-4300-523700	EDUCATION & TRAINING	2,000.00	911.00	1,089.00	2,000.00
505-4300-523800	LICENSES	100.00	0	100.00	100.00
505-4300-523910	UNIFORM SERVICE	1,500.00	796.96	703.04	1,500.00
505-4300-531100	SUPPLIES	30,000.00	20,121.86	10,431.00	21,000.00
505-4300-531230	ENERGY ELECTRICITY	116,000.00	110,727.90	13,964.66	111,000.00
505-4300-531240	ENERGY BOTTLED GAS	1,000.00	1,271.88	-271.88	1,000.00
505-4300-531270	ENERGY GASOLINE/DIESEL	4,500.00	4,467.73	296.02	4,763.75
505-4300-531300	FOOD	1,000.00	190.00	810.00	1,000.00
505-4300-561000	DEPRECIATION	428,000.00	322,911.96	105,088.04	370,000.00
505-4300-582104	INTEREST BOND 2014	50,000.00	46,334.62	3,665.38	50,000.00
505-4400-000000	DEPARTMENT: WATER	0	0	0	0
505-4400-511000	SALARIES	148,701.00	138,748.29	9,952.71	148,701.00
505-4400-512100	GROUP INSURANCE-HEALTH LIFE DEI	42,528.00	40,604.75	1,923.25	42,528.00
505-4400-512200	TAXES: SUTA, FICA, FUTA	11,376.00	10,872.13	503.87	11,376.00
505-4400-512400	RETIREMENT CONTRIBUTIONS	8,500.00	12,856.02	-4,356.02	8,500.00
505-4400-512700	WORKERS COMP	6,200.00	6,508.99	1,246.01	7,755.00
505-4400-521200	PROFESSIONAL LEGAL	4,000.00	8,617.83	-3,022.08	5,595.75
505-4400-521201	PROFESSIONAL ACCOUNTING	12,000.00	13,043.33	-1,043.33	12,000.00

505-4400-521202	PROFESSIONAL ENGINEERING	7,000.00	33,393.20	-21,965.93	11,427.27
505-4400-521203	PROFESSIONAL OTHER	5,000.00	18,998.11	-13,998.11	5,000.00
505-4400-521300	TECHNICAL SERVICES	12,000.00	11,068.95	2,534.18	13,603.13
505-4400-522110	GARBAGE SERVICES	1,000.00	1,405.56	-405.56	1,000.00
505-4400-522200	REPAIRS & MAINTENANCE	25,000.00	51,127.37	-26,127.37	25,000.00
505-4400-522320	RENTAL EQUIP. OR VEHICLES	1,200.00	1,380.15	95.88	1,476.03
505-4400-523100	INSURANCE OTHER THAN EMPL	13,000.00	14,264.33	-1,264.33	13,000.00
505-4400-523200	COMMUNICATIONS	8,000.00	8,104.12	-23.07	8,081.05
505-4400-523215	POSTAGE / MAIL BILLS	2,200.00	2,910.44	-710.44	2,200.00
505-4400-523300	ADVERTISING	650.00	1,254.58	-604.58	650.00
505-4400-523400	PRINTING AND BINDING	1,100.00	1,086.40	13.60	1,100.00
505-4400-523500	TRAVEL	1,000.00	100.00	900.00	1,000.00
505-4400-523600	DUES & FEES	12,000.00	8,990.68	3,009.32	12,000.00
505-4400-523700	EDUCATION & TRAINING	4,000.00	1,187.00	2,813.00	4,000.00
505-4400-523800	LICENSES	500.00	0	500.00	500.00
505-4400-523910	UNIFORM SERVICE	1,500.00	796.94	703.06	1,500.00
505-4400-531100	SUPPLIES	45,000.00	64,731.13	-19,107.89	45,623.24
505-4400-531115	SUPPLIES: CHEMICALS WATER	32,500.00	30,162.98	6,083.94	36,246.92
505-4400-531230	ENERGY ELECTRICITY	18,000.00	21,129.67	-2,422.13	18,707.54
505-4400-531240	ENERGY BOTTLED GAS	950.00	1,271.88	-321.88	950.00
505-4400-531270	ENERGY GASOLINE/DIESEL	4,500.00	3,847.57	916.18	4,763.75
505-4400-531300	FOOD	1,000.00	90.00	910.00	1,000.00
505-4400-561000	DEPRECIATION	146,000.00	90,104.04	55,895.96	146,000.00
505-4400-582104	INTEREST BOND 2014	37,450.00	37,268.65	181.35	37,450.00
505-5400-750002	SPLOST TRANSFER	0	0	0	0
ENTERPRISE FUND Expenditure Total		1,679,310.00	1,597,676.61	123,942.75	1,600,693.50
530-0000-000000	CAPITAL OUTLAY	0	0	0	29,505
530-4300-541400	CAPITAL OUTLAY - SEWER	800,000.00	165,461.14	634,538.86	167,000.00
530-4400-541400	CAPITAL OUTLAY - WATER	200,000.00	334,820.50	-1,038.00	334,000.00
ENTERPRISE PROJECTS FUND Expend		1,000,000.00	500,281.64	633,500.86	530,505
540-0000-000000	SOLID WASTE & RECYCLING	0	0	0	
540-4310-000000	DEPARTMENT: GARBAGE	0	0	0	
540-4310-522110	GARBAGE SERVICES	173,946.00	189,392.10	-15,446.10	190,000.00
540-4310-523300	ADVERTISING	200.00	0	200.00	0
540-4310-531100	SUPPLIES	29,354.00	30,645.00	-1,291.00	31,000.00
GARBAGE FUND Expenditure Total		203,500.00	220,037.10	-16,537.10	221,000.00 2,352,198.50
790-0000-000000	CEMETERY	0	0	0	
790-4950-000000	DEPARTMENT: CEMETERY	0	0	0	
790-4950-521202	PROFESSIONAL ENGINEERING	0.00	0	0.00	
790-4950-522200	REPAIRS & MAINTENANCE	11,000.00	5,160.00	6,270.00	5,200.00
790-4950-523600	DUES & FEES	200.00	275.00	-75.00	275.00
790-4950-531100	SUPPLIES	6,800.00	0	6,800.00	0
790-4950-542500	CAP. OUTLAY OTHER EQUIPMT	0.00	0	0.00	0
CEMETARY FUND Expenditure Total		18,000.00	5,435.00	12,995.00	5,475.00

Project	Original Budget	Current Project Budget	Prior Year Project to Date	Current Year	Total	Percent Complete
SPLOST # 6						
Road, Streets, Bridges and Sidewalks	\$ 1,250,000	\$ 1,250,000	\$ 504,738	\$ 127,469	\$ 632,207	50.58%
Water and Sewer Projects	2,750,000	750,000	313,313	-	313,313	41.78%
Park and Recreation Facilities	2,250,000	2,706,657	2,373,125	63,397	2,436,522	90.02%
Farmers Market Facility	1,000,000	1,127,199	1,071,402	9,034	1,080,436	95.85%
Public Works Facility and Equipment	400,000	400,000	284,559	7,542	292,101	73.03%
City Hall Acquisition	2,000,000	2,000,000	1,346,856	692,342	2,039,198	101.96%
Total All SPLOST Projects	\$ 9,650,000	\$ 8,233,856	\$ 5,893,993	\$ 899,784	\$ 6,793,777	82.51%

						Left to spend
Budget revision	\$ 1,250,000	\$ 1,328,391	\$ 504,738	\$ 127,469	\$ 632,207	696,184.00
	2,750,000	350,000	313,313	-	313,313	33,500.00
	2,250,000	2,450,000	2,373,125	63,397	2,436,522	13,000.00
	1,000,000	1,138,186	1,071,402	9,034	1,080,436	57,750.00
	400,000	342,000	284,559	7,542	292,101	49,900.00
	2,000,000	2,039,200	1,346,856	692,342	2,039,198	-

\$ 9,650,000	\$ 7,647,777	\$ 5,893,993	\$ 899,784	\$ 6,793,777	850,334.00
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FDR, Paving	351,735.04
Allen St sidewalk	190,244.50
Carter Property	57,750.00
PW truck	49,900.00

649,629.54

*Note: The current project budget for SPLOST VI was amended in the current year to more accurately reflect the projected revenues that will be received under the referendum and actual costs for specified projects.

RESOLUTION R2021-06

**A RESOLUTION OF THE CITY OF DAWSONVILLE TO
INCREASE THE NUMBER OF DIRECTORS FOR THE DAWSONVILLE
HISTORY MUSEUM BOARD OF DIRECTORS**

WHEREAS, the Dawsonville History Museum Board of Directors (hereinafter referred to as the "Board") is governed by their bylaws which were adopted in order to fulfill the objectives of the Corporation; and

WHEREAS, Article III, Section 3.2 of the bylaws provide the Board of Directors shall consist of not less than three (3) persons and not more than twenty-one (21) persons. The Board shall include as its Directors the acting Mayor of the City of Dawsonville (or the Mayor's designee) and City Clerk for the City of Dawsonville (or the City Clerk's designee). The number of Directors may be increased or decreased from time to time by a resolution of the City Council of Dawsonville; and

WHEREAS, the current number of the Directors is nine (9), including the Mayor and City Clerk; and

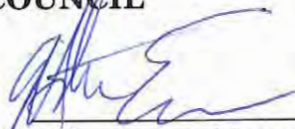
WHEREAS, the Board voted unanimously at their September 21, 2021 Board meeting to request an increase to the number of the Directors by two (2).

NOW, THEREFORE, BE IT RESOLVED THAT, the Dawsonville City Council hereby increases the number of Directors for the Board from nine (9) Directors to eleven (11) Directors and the candidates nominated and appointed will serve a term of three (3) years.

SO RESOLVED this 4th day of October, 2021.

**MAYOR AND DAWSONVILLE CITY
COUNCIL**

By:



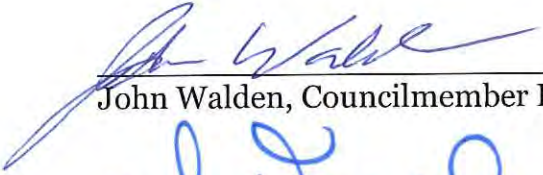
Mike Eason, Mayor



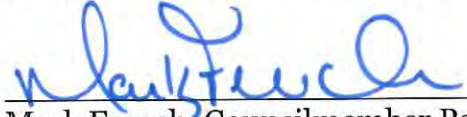
Caleb Phillips, Councilmember Post 1



William Illg, Councilmember Post 2

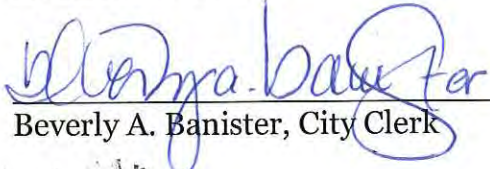


John Walden, Councilmember Post 3

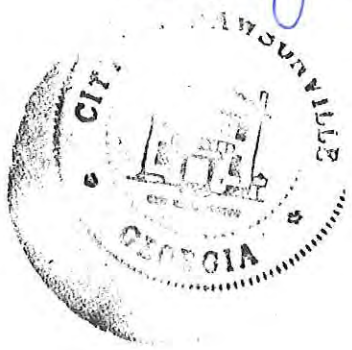


Mark French, Councilmember Post 4

ATTESTED TO BY:



Beverly A. Banister, City Clerk





DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7b

SUBJECT: APPROVE ORGANIZATION CHART

CITY COUNCIL MEETING DATE: 10/18/2021

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 OF ORGANIZATION CHART

HISTORY/ FACTS / ISSUES:

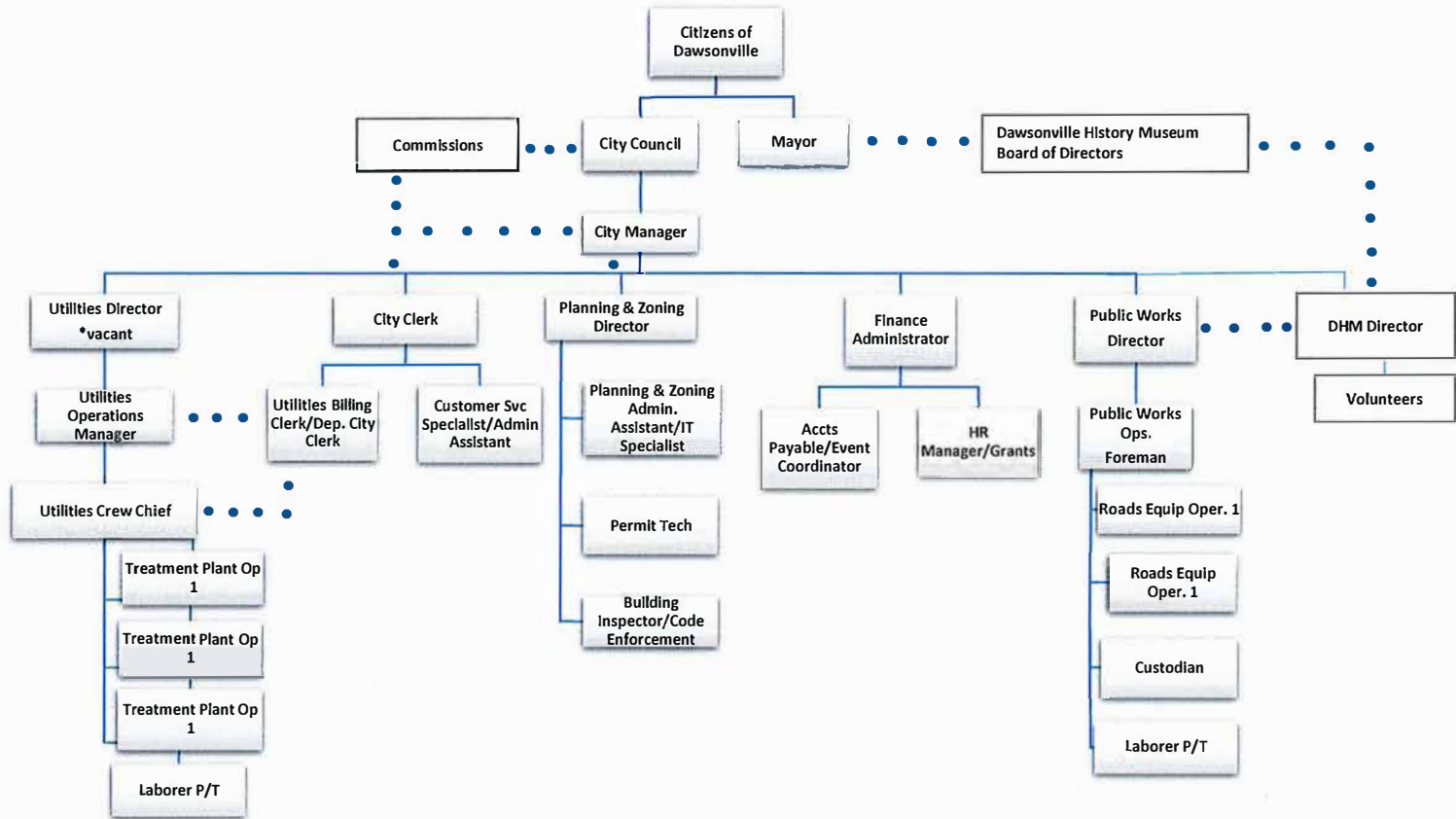
- **LAST ORGANIZATION CHART APPROVED OCTOBER 2018**
 - **OPERATIONAL CHANGES/UPDATES REFLECTED IN NEW ORGANIZATION CHART AS DISCUSSED AND RECOMMENDED BY GMA'S ORGANIZATIONAL AND STAFFING REVIEW**
 - **AUDITORS REQUESTED ORGANIZATION CHART BE UPDATED AND APPROVED**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

CITY OF DAWSONVILLE, GEORGIA
 ORGANIZATION CHART 10-18-2021





DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7c

SUBJECT: APPROVE UPDATE TO 2022 MEETING CALENDAR

CITY COUNCIL MEETING DATE: 10/18/2021

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO REQUEST APPROVAL TO UPDATE THE 2022 MEETING CALENDAR FOR AUGUST AS FOLLOWS:

AUGUST 1, 2022 – CITY COUNCIL REGULAR MEETING	5:00 PM
AUGUST 8, 2022 – PLANNING COMMISSION MEETING	5:30 PM
AUGUST 15, 2022 – CITY COUNCIL REG MEETING & WORK SESSION	5:00 PM
AUGUST 22, 2022 – HISTORIC PRESERVATION COMMISSION	5:30 PM

HISTORY/ FACTS / ISSUES:

- **REQUEST TO CHANGE DATES IN AUGUST FOR CONSISTENCY**
*EXAMPLE: 1ST AND 3RD MONDAYS ARE TYPICALLY CITY COUNCIL MEETINGS, (EXCLUDING HOLIDAYS). PLANNING COMMISSION HISTORICALLY MEETS ON THE 2ND MONDAY OF EVERY MONTH, ETC.
- **PREVIOUS CALENDAR REQUEST HAD MEETINGS STARTING ON AUGUST 8TH – THE SECOND MONDAY OF THE MONTH. I INADVERTENTLY OVERLOOKED STARTING MEETINGS ON AUGUST 1ST – THE FIRST MONDAY OF THE MONTH.**
- **CHANGE REQUESTED PRIOR TO PUBLICATION OF CALENDAR.**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

APPROVE UPDATED MEETING DATES FOR AUGUST 2022 AS PRESENTED

REQUESTED BY: Beverly Banister, City Clerk

August 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 City Council Regular Meeting	2	3	4	5	6
7	8 Planning Commission	9	10	11	12	13
14	15 City Council Regular Meeting & Work Session	16	17	18	19	20
21	22 Historic Preservation Commission	23	24	25	26	27
28	29	30	31			

NEW DATES LISTED ABOVE - ORIGINAL DATES APPROVED BELOW:

AUGUST 8, 2021	CITY COUNCIL MEETING
AUGUST 15, 2021	PLANNING COMMISSION
AUGUST 22, 2021	CITY COUNCIL REG MEETING & WORK SESSION
AUGUST 29, 2021	HISTORIC PRESERVATION COMMISSION

PUBLIC NOTICE

2022 Meetings of the City of Dawsonville

The City of Dawsonville City Council, DDA, Planning Commission and HPC shall conduct regular meetings on the dates and time below:

2022 City Council Regular Meetings at 5:00 pm

JAN 6 FEB 7 MAR 7 MAY 2 JUN 6
AUG 1 OCT 3 NOV 7 DEC 5

2022 City Council Regular Meetings and Work Sessions at 5:00 pm

JAN 20 FEB 21 MAR 21 APR 18 MAY 16 JUN 20
JUL 18 AUG 15 SEP 19 OCT 17 NOV 21 DEC 19

2022 Planning Commission Meetings at 5:30 pm

JAN 10 FEB 14 MAR 14 APR 11 MAY 9 JUN 13
JUL 11 AUG 8 SEP 12 OCT 10 NOV 14 DEC 12

2022 Historic Preservation Commission Meetings at 5:30 pm

FEB 28 APR 25 JUN 27 AUG 22 OCT 24 DEC 13

2022 Downtown Development Authority Meetings at 5:30 pm

JAN 24 MAR 28 MAY 23 JUL 25 SEP 26 NOV 28

All meetings according to the dates set forth above will be upstairs in the G.L. "Pete" Gilleland Council Chambers at City Hall located at 415 HWY 53 E, Dawsonville, GA. The public is invited to attend all of these meetings.



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8

SUBJECT: EMPLOYEE RECOGNITION

CITY COUNCIL MEETING DATE: 10/18/2021

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO RECOGNIZE AND PRESENT THE FOLLOWING:

- SEPTEMBER 2021 EMPLOYEE OF THE MONTH
 - EMPLOYEE OF THE 3RD QUARTER
 - DONNA BLANTON – SERVICE AWARD FOR FOUR YEARS OF SERVICE
 - CLAY MOSS – SERVICE AWARD FOR THREE YEARS OF SERVICE
 - JON DAVIS – SERVICE AWARD FOR THREE YEARS OF SERVICE
 - KYLE RICHARDSON – SERVICE AWARD FOR ONE YEAR OF SERVICE
-

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 9

SUBJECT: FARMERS MARKET REPORT – LOUISE MCPHERSON

CITY COUNCIL MEETING DATE: 10/18/2021

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 HEAR FROM LOUISE MCPHERSON REGARDING THE FARMERS MARKET

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 10

SUBJECT: DAWSON COUNTY CHAMBER OF COMMERCE PRESENTATION

CITY COUNCIL MEETING DATE: 10/18/2021

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

MANDY POWER TO PROVIDE A PRESENTATION TO COUNCIL REGARDING THE DAWSON COUNTY CHAMBER OF COMMERCE AND THEIR WORK ON BEHALF OF THE CITY

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 11

SUBJECT: GEORGIA SCENIC BYWAY DESIGNATION

CITY COUNCIL MEETING DATE: 10/18/2021

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

MANDY POWER TO PROVIDE INFORMATION AND REQUEST SUPPORT ON THE DEVELOPMENT OF A GEORGIA SCENIC BYWAY DESIGNATION. THE BYWAY WOULD COME THROUGH DOWNTOWN DAWSONVILLE.

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 12

SUBJECT: ZONING ORDINANCE AMENDMENT

CITY COUNCIL MEETING DATE: 10/18/2021

BUDGET INFORMATION: GL ACCOUNT # _____

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

PURPOSE FOR REQUEST: **PUBLIC HEARING, SECOND READING AND CONSIDER ADOPTION**

An Ordinance To Amend The City Of Dawsonville Code Of Ordinances Regarding Animals; Streets And Standards; Grading And Drainage; Zoning; Lot And Block Standards; Occupation Taxes And Miscellaneous Business Regulations; Buildings And Building Regulations; Stormwater Management; Fire Prevention And Protection; To Provide For An Effective Date; And For Other Purposes. (First Reading: October 4, 2021; Public Hearing, Second Reading and Consideration to Adopt: October 18, 2021)

HISTORY/ FACTS / ISSUES:

Amendments consist of the following:

- Typo corrections.
- Updating new State Regulation code.
- Deleted the regulatory licenses requirement.
- Updated design requirements for road speed design, cul-de-sac dimension, shoulder widths, storm drain types and sizes.

OPTIONS:

RECOMMENDED SAMPLE MOTION:

APPROVE AS PRESENTED

DEPARTMENT: Planning and Zoning

REQUESTED BY: David Picklesimer

Subject Matter: Zoning Ordinance Amendment
Date of First Reading: October 4, 2021
Date of Second Reading and Public Hearing: October 18, 2021
Date of Adoption:

AN ORDINANCE TO AMEND THE CITY OF DAWSONVILLE CODE OF ORDINANCES REGARDING ANIMALS; STREETS AND STANDARDS; GRADING AND DRAINAGE; ZONING; LOT AND BLOCK STANDARDS; OCCUPATION TAXES AND MISCELLANEOUS BUSINESS REGULATIONS; BUILDINGS AND BUILDING REGULATIONS; STORMWATER MANAGEMENT; FIRE PREVENTION AND PROTECTION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE NUMBER 03-2021

WHEREAS, it is within the powers granted to the City of Dawsonville to regulate matters affecting the health, safety, and welfare of the citizens of the City, and

WHEREAS, regulating rabid animals with the City affects the health, safety, and welfare of the citizens of the City; and

WHEREAS, the City find that the adoption of standardized land development regulations to govern the construction and development of streets, water and sewer systems, grading and drainage, lot and block standards and plat specifications is proper and appropriate as these activities may affect the health, safety, welfare, peace, rest and repose, and tranquility of the citizens of the City; and

WHEREAS, the Mayor and Council of the City find that the adoption of standard specifications for water distribution systems, sanitary sewerage systems and roadway and drainage systems is proper and appropriate as these activities may affect the health, safety, welfare, peace, rest and repose, and tranquility of the citizens of the City; and

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

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

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

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

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

WHEREAS, Article IX, Section IV, Paragraph I of the Georgia Constitution authorizes municipal governments to levy and collect taxes and fees within their municipal limits; and

WHEREAS, the Council of the City of Dawsonville is empowered pursuant to Section 1.12 of its Charter to regulate the erection and construction of buildings and all other structures, and to adopt codes for that purpose; and

WHEREAS, the General Assembly of Georgia authorized local governments to impose business and occupation taxes and regulatory fees in O.C.G.A. § 48-13-5, et seq; and

WHEREAS, the City has determined that it is in the public interest to regulate post-development stormwater runoff discharges in order to control and minimize increases in stormwater runoff rates and volumes, post-construction soil erosion and sedimentation, stream channel erosion, and nonpoint source pollution associated with post-development stormwater runoff; and

WHEREAS, the Dawsonville City Council now finds that it is in the public interest to update and amend the existing Code of Ordinances in order to clarify certain provisions, correct typographical errors, and to revise certain provisions.

NOW, THEREFORE, The Council of the City of Dawsonville hereby ordains as follows:

1. Ordinance Amendments

The City of Dawsonville Code of Ordinances is hereby modified as provided in Exhibit A, attached hereto and by this reference incorporated herein.

2. Severability

It is the express intent of the Dawsonville City Council that this Ordinance be consistent with both Federal and State law. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which may be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

3. Effective Date

This Ordinance shall become effective immediately upon passage.

SO ORDAINED this ____ day of _____ 2021.

By: _____
Mike Eason, Mayor

Caleb Phillips, Council Member Post 1

William Illg, Council Member Post 2

John Walden, Council Member Post 3

Mark French, Council Member Post 4

ATTEST:

Beverly A. Banister, City Clerk

Sec. 4-95. Confinement of dogs or other animals.

- (a) The rabies control officer will maintain enforcement of all regulations pertaining to confinement of dogs or other animals.
- (b) The owner of any dog or other animal as defined in this article shall confine or cause to be confined such dog or animal as herein prescribed:
 - (1) A dog or other animal, whether vaccinated or not, which has bitten a person or other animal shall be confined for a period of ten days following the date of the bite.
 - (2) A dog or other animal, whether vaccinated or not, having signs suggestive of rabies shall be confined in isolation until its death or until its freedom from suspicion of having rabies is established and its release is authorized by the rabies control officer.
 - (3) A dog or other animal not vaccinated and bitten by a known or suspected rabid animal shall be immediately destroyed, or if the owner is unwilling to destroy the exposed animal, strict isolation of the animal in an approved kennel for six months shall be enforced. One month prior to release, the dog shall be vaccinated according to prescribed methods.
 - (4) Any dog or other animal, the rabies vaccination of which is current as evidenced by the certificate of vaccination and which is bitten by a known or suspected rabid animal may be revaccinated, confined in an approved manner for ~~60~~45 days, and then released if no signs of rabies are evident.
 - (5) Every dog, whether vaccinated or not, shall be kept in a quarantined area confined at the owner's or custodian's premises during the entire quarantine period, unless other provisions suitable to the city council are made.
 - (6) Any dog less than three months old may be confined to the owner's premises or kept on a leash, provided such permission is granted by the rabies control office.
 - (7) Any dog brought into the city for a permanent stay from outside the county shall be confined or on leash until vaccinated as provided for by this chapter, when the owner of such dog produces evidence satisfactory to the rabies control officer that such dog has been vaccination and a vaccination tag may be issued for the current vaccination year.
 - (8) Any dog brought into the city on temporary stay not exceeding 14 days shall be confined or on a leash at all times, unless the owner or custodian of such dog submits evidence to the rabies control officer that such dog has been vaccinated in a manner and by procedures comparable to the requirements of this article.

(Ord. of 12-7-2015, art. V)

Sec. 6.5-50. State promulgated rules and regulations.

The following rules and regulations of the Georgia DHR, including all subsequent amendments, revisions or modifications thereto, and which are expressly incorporated herein, are hereby adopted and approved for enforcement as set forth therein:

- (1) Control of Rabies, Comp. R. & Regs. § 290-5-2.
- (2) Food Service, Comp. R. & Regs. § ~~290-5-14~~. 511-6-1
- (3) Tourist Accommodations, Comp. R. & Regs. § 290-5-18.
- (4) Land Disposal of Domestic Septage, Comp. R. & Regs. § 290-5-25.
- (5) On-Site Sewage Management Systems, Comp. R. & Regs. § 290-5-26.
- (6) Drinking Water Supply, Comp. R. & Regs. § 290-5-55.
- (7) Solid Waste, Comp. R. & Regs. § 290-5-56.
- (8) Special On-Site Sewage Management Systems, Comp. R. & Regs. § 290-5-59.
- (9) The Georgia Smokefree Air Act of 2005, Comp. R. & Regs. § 290-5-61.

Copies of those DHR rules and regulations are available at the DHR website:

http://rules.sos.state.ga.us/pages/DEPARTMENT_OF_HUMAN_RESOURCES/PUBLIC_HEALTH/index.html

(Ord. of 7-6-09)

Sec. 8-22. Construction of terms; definitions.

- (a) Wherever the term "City of Dawsonville" is used herein, such term shall be construed to mean "Dawsonville, Georgia"; wherever the term "city" is used herein, it shall be construed to mean "Dawsonville, Georgia."
- (b) As used in this article, the term:

Administrative fee means a component of an occupation tax, which approximates the reasonable cost of processing and handling the occupation tax and associated documents.

Business means any person, corporation, partnership, or other legal entity which exerts substantial efforts within the city, engages in, causes to be engaged in, and/or represents or holds out to the public to be engaged in any occupation or activity with the object of gain or benefit, either directly or indirectly.

Business location or office shall include any structure or vehicle where a business, profession, or occupation is conducted, but shall not include a temporary or construction work site which serves a single customer or project, or a vehicle used for sales or delivery by a business or practitioner of a profession or occupation which has a location or office. A temporary work site which serves multiple customers is included in this definition. The renter's or lessee's location which is the site of personal property which is rented or leased from another does not constitute a location or office for the personal property's owner, lessor, or the agent of the owner or lessor. The site of the real property which is rented or leased to another does not constitute a location or office for the real property's owner, lessor, or the agent of the owner or the lessor unless, in addition to showing the property to prospective lessees or tenants and performing maintenance or repair of the property, otherwise conducts the business of renting or leasing the real property at such site or otherwise conducts any other business, profession, or occupation at such site.

Dominant line means the type of business within a multiple-line business that the greatest amount of income is derived from.

Employee.

- (1) Except as otherwise provided in subsection (2) of this definition, "employee" means an individual whose work is performed under the direction and supervision of the employer and whose employer withholds FICA, Federal Income Tax, or state income tax from such individual's compensation or whose employer issues to such individual for purposes of documenting compensation a form I.R.S. W-2 but not a form I.R.S. 1099.
- (2) An individual who performs work under the direction and supervision of one business or practitioner in the terms of a contract or agreement with another business which recruits such individual is an employee or practitioner which issues to such individual for purposes of documenting compensation a form I.R.S. W-2.

Engaged in business means doing or performing of any act of selling any goods or services, or soliciting business, or offering any goods or services for sale primarily in an attempt to make a profit, including selling or performing services of the character of a wholesaler or retailer, or being involved in any of the functions performed as a manufacturer, or renting real or personal property; all of the foregoing performed either as an owner, operator or agent of any business, trade, profession, or occupation within the city.

Manufacturing means a person who, either directly or by contracting with others for the necessary labor or mechanical services, manufactures for sale or commercial use any articles, substances or commodities, including, but not limited to, the following: materials upon which commercial activities have been applied, by hand or machinery, so that as a result thereof a new substance of trade or commerce is produced; the production or fabrication of special or custom-made articles; the making, fabrication, processing, refining, mixing, slaughtering, packing, aging, curing, preserving, canning, preparing and freezing of fresh foods, fruits, vegetables and meats.

Nonprofit organization means an organization which complies with U.S. Internal Revenue Code 501-a.

Occupation tax means a tax levied for revenue raising purposes on persons, partnerships, corporations or other entities for engaging in an occupation, profession or business, if the business pays an occupation tax.

Person wherever used in this article shall be held to include sole proprietors, corporations, partnerships or any other form of business organization.

Practitioner of profession or occupation is one who by state law requires state licensure regulating such profession or occupation. "Practitioners of professions and occupations" shall not include a practitioner who is an employee of a business, if the business pays an occupation tax.

~~*Regulatory fees* means payments, whether designated as license fees, permit fees, or by another name, which are required by a local government as an exercise of its police power and as a part of or as an aid to regulation of an occupation, profession, or business. The amount of the regulatory fee shall approximate the reasonable cost of the actual regulatory activity performed by the city. A regulatory fee may not include an administrative fee or registration fee. The city is not authorized to require any administrative fee, registration fee, or fee by any other name in connection with a regulatory fee, except an occupation tax, as defined in the code section. Regulatory fees do not include development impact fees and defined by O.C.G.A. § 36-71-2(8) or other costs or conditions of zoning or land development.~~

Retailer means a person who sells to consumers or any other person for any purpose, other than for resale, any tangible personal property.

Services means the accommodating or performing a duty or work by a person utilizing time or talents for direct or indirect remuneration.

Wholesaler means a person who sells to jobbers or to persons, other than consumers, any tangible personal property.

(Ord. of 12-3-2018, § 1)

~~Sec. 8-23. Regulatory fee structure.~~

~~A regulatory fee, if any, will only be imposed as provided under state law on those applicable businesses. A regulatory fee may not include an administrative fee.~~

~~(Ord. of 12-3-2018, § 1)~~

Sec. 8-31. When registration and tax due and payable.

- (a) The registration and occupation tax shall be due and payable to the city at the business license office of the city one calendar year from the date of original registration and shall be delinquent if not paid within 90 days of the due date. For any new profession, trade or calling begun in the city, the registration and tax shall be due and payable within 30 days of the commencement of the business.
- ~~(b) Regulatory fees authorized by this article shall be paid before commencing business as a condition precedent for transacting business.~~
- ~~(c) Regulatory fees may be paid after commencing business when:~~
- ~~(1) The work done, or services provided are necessary for the health and safety of one or more individuals; and~~
 - ~~(2) The work done, or services provided have no adverse effect on any other person; and~~
 - ~~(3) Regulatory fees are tendered to the local government within two business days after commencing business.~~
- (d) The tax certificate herein provided for shall be issued by the planning director or chief financial officer.
- (e) Payment of an occupation tax shall not be required prior to the commencement of business. Payment of an occupation tax shall not be required as a precondition for the practice of professions and occupations as set out in O.C.G.A. § 48-13-9(c).
- (Ord. of 12-3-2018, § 1)

Sec. 8-35. Evidence of qualification required if applicable.

- (a) Any business required to obtain health permits, bonds, certificate of qualification, certificates of competency or any other ~~regulatory~~ matter shall first, before the issuance of a city business registration, show evidence of such qualification.
- (b) Any business required to submit an annual application for continuance of that business shall do so before the registration is issued.

(Ord. of 12-3-2018, § 1)

Sec. 8-49. Applications of provisions to prior ordinance.

This article does not repeal or affect the force of any part of any ordinance heretofore passed where taxes levied under such prior ordinance have not been paid in full. So much and such parts of ordinances heretofore and hereinafter passed as provided for the issuing and enforcing of execution for any tax or assessment required by such ordinances, or that imposed fines or penalties for the nonpayment of such tax, or for failure to pay ~~regulatory~~ fees provided for in said ordinance or ordinances, or failure to comply with any other provisions hereof, shall continue and remain in force until such tax, ~~regulatory fee~~ or assessment shall be fully paid.

(Ord. of 12-3-2018, § 1)

Sec. 8-55. Occupation tax certificate not transferable.

An occupation tax certificate ~~and/or regulatory fee certificate~~ shall not be transferable, and a transfer of ownership shall be considered in the same light as the termination of such business and the establishment of a new business. Therefore, a new certificate shall be required for each new owner of the business.

(Ord. of 12-3-2018, § 1)

Sec. 102-19. Adoption by reference.

- (a) The following codes and their Georgia Amendments as the same are adopted and amended from time to time by the Department of Community Affairs, comprising the Georgia Minimum Standards and Requirements for Construction, Alteration, Etc., of Buildings and Other Structures, shall be enforced within the City of Dawsonville:
- (1) International Building Code;
 - (2) International Fuel Gas Code;
 - (3) International Mechanical Code;
 - (4) International Plumbing Code;
 - (5) International Electrical Code;
 - (6) International Fire Code;
 - (7) International Energy ~~Conservation~~Conservation Code; and
 - (8) International Residential Code.
- (b) *Local amendments.*
- (1) The International Building Code shall be amended as follows:
 - a) Section 704.5 of this Code, or such future sections as shall concern the same as the current § 704.5 of this Code is amended to provide that:
 - i) Exterior walls shall be fire-resistance rated in accordance with Tables 601 and 602. The fire resistance rating of exterior walls with a fire separation distance of greater than 50 feet (15,240 mm) shall be rated for exposure to fire from the inside. The fire resistance rating of exterior walls with a fire separation distance of 50 feet (15,240 mm) or less shall be rated for exposure to fire from both sides.
 - ii) Any structures involved are to be constructed in a manner and with materials which will ensure that the structures will be in compliance with the fire rating standards for proposed spacing. Said structures shall be so constructed in accordance with the plans and conditions approved by the Building Official and the Fire Marshall's Office.
 - b) In the event that future state minimum requirements exceed the protections provided by this local amendment, then the more stringent requirements shall apply and shall be enforced within the City of Dawsonville.
 - (2) The International Fire Code shall be amended as follows:
 - a. Section 903 of this Code which concerns Automatic Sprinkler Systems is amended to provide that:
 - i) Sprinkler Standards.
 - (1) All buildings 10,000 square feet or more under a common roof, any building over one story in height, or any building with an occupant load of 100 or more persons shall be sprinkled with an approved N.F.P.A. 13 system with the exception of the following:
 - (i) Multi-family dwellings up to and including three stories in height shall be sprinkled with an approved sprinkler system modified to include full sprinkler coverage in all attics and breezeways.

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- (ii) Single family dwellings.
 - (2) All buildings 6,000 square feet or more in an area under a common roof where vehicles are pulled inside for the purpose of maintenance, repair, storage, or installation of all accessories shall be fully sprinkled with an approved sprinkler system except where vehicle bay areas in a building are less than or equal to 600 square feet, it shall be permissible to place up to six sprinkler heads off of the domestic water supply in lieu of sprinkling the entire building. In so doing, calculations must be performed by an approved sprinkler contractor certified by the State of Georgia and such calculations must be shown on the plans submitted for approval by the Fire Marshall's Office.
 - ii) All day care and preschool occupancies must install a sprinkler system in accordance with N.F.P.A. 13-R.
 - iii) All home day care occupancies with seven or more children must install a sprinkler system in accordance with N.F.P.A. 13-R.
 - iv) All group home care occupancies must install a sprinkler system in accordance with N.F.P.A. 13 R.
 - v) Mixed Occupancies existing in the same building as a residential occupancy must install a sprinkler system in accordance with N.F.P.A. 13 R. Where residential occupancies are located above any nonresidential occupancy, there shall be a fire resistance separated rating of not less than one hour.
 - vi) All structures installing a ~~N.F.P.A. 13-R~~ sprinkler system must also install a sprinkler system in the attic area if required by the Building Official and or the Fire Marshall's office.
 - b) The fire code official shall have the authority to require construction documents and calculations for all fire protection systems and to require permits be issued for the installation, rehabilitation or modification of any fire protection system. Construction documents for fire protection systems shall be submitted for review and approval prior to system installation.
 - c) In the event that future state minimum requirements exceed the protections provided by this local amendment, then the more stringent requirements shall apply and shall be enforced within the City of Dawsonville.
 - (3) The International Residential Code shall be amended as follows:
 - a) Section 302.1 of this Code is amended to provide that an exterior wall with a fire separation distance less than fifty feet (15,240 mm) shall have not less than a one-hour fire-resistive rating with exposure from both sides.
 - b) Any structures involved are to be constructed in a manner and with materials which will ensure that the structures will be in compliance with the fire rating standards for proposed spacing. Said structures shall be so constructed in accordance with the plans and conditions approved by the Building Official and the Fire Marshall's Office.
 - c) In the event that future state minimum requirements exceed the protections provided by this local amendment, then the more stringent requirements shall apply and shall be enforced within the City of Dawsonville.

(Ord. of 6-7-2004; Ord. of 12-5-2005(4), § 2; Ord. of 3-3-2009, §§ 2, 3)

Sec. 107-~~233~~ 240. Article X -Penalties.

Any person violating any of the provisions of this article chapter, or failing to comply with remedial measures described in a notice of violation by the date set forth for such completion, shall become liable to the city by reason of such violation for any one or more of the following penalties:

- (1) *Civil penalties.* In the event a violation of any provision of this article or the alleged violator fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten days (or such greater period as the city shall deem appropriate), the city may impose a civil penalty not to exceed \$1,000.00 for each day the violation remains unremedied after receipt of the notice of violation.
- (2) *Criminal penalties.* The city public works director or planning director may request, at his discretion, the city code enforcement personnel to issue a citation to the alleged violator requiring such person to appear in municipal court or other court of appropriate jurisdiction to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed \$1,000.00. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.
- (3) *Stop work order.* The city may issue a stop work order which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.
- (4) *Withhold certificate of occupancy/certificate of completion.* The city may refuse to issue a certificate of occupancy or certificate of completion for the building or other improvements constructed or being constructed on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.
- (5) *Suspension, revocation or modification of permit.* The city may suspend, revoke or modify the permit authorizing the land development project. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the city may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
- (6) *Violations deemed a public nuisance.* In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this article is a threat to public health, safety, welfare, and environment and is declared and deemed a nuisance, and may be abated by injunctive or other equitable relief as provided by law.
- (7) *Remedies not exclusive.* The remedies listed in this article are not exclusive of any other remedies available under any applicable federal, state or local law and the city may seek cumulative remedies.
- (8) *Recovery of fees.* The city may recover attorney's fees, court costs, and other expenses associated with enforcement of this article, including sampling and monitoring expenses from any violator of this article.

(Ord. of 2-6-2006, § 8.2; Ord. of 12-17-2018, § 6)

Sec. 109-17. Road classification and design speed.

Road classifications and design speeds shall be requested by the developer and will be reviewed by the city during review of the preliminary plat.

Road Classification	Classification Code	Design Speed
Arterial - Primary	R010	50
Arterial - Secondary	R010	50
Collector - Primary	R020	45
Collector - Secondary	R030	40
Local - Non-residential	R040	30
Local - Non-residential cul-de-sac	R080	N/A
Local - Residential	R040	20 25
Local - Residential cul-de-sac	R080	N/A

(Ord. of 7-15-2019, § 1)

Sec. 109-30. Minimum requirements.

On any existing street having a right-of-way less than the minimum which abuts a property being developed, one-half of the required width of right-of-way, measured to the centerline of the existing right-of-way, shall be dedicated at no cost to the city along the entire property boundary abutting the existing street.

Additional street right-of-way width may be required to be dedicated at intersections or other locations fronting the property where turning lanes, storage lanes, medians, islands, or realignments are required for traffic safety and minimum right-of-way standards would be inadequate to accommodate these improvements.

Minimum widths for construction (new streets or widening sections) are specified in the table below. Roadway width dimensions are back of curb to back of curb.

Road Classification	Minimum Right-of-Way Width	Minimum Roadway Widths
Arterial - Primary	100'	66'
Arterial - Secondary	100'	52'
Collector - Primary	60'	52'
Collector - Secondary	60'	42'
Local - Non-residential	60'	28'
Local - Non-residential cul-de-sac	120'	50'R
Local - Residential	50'	30'
Local - Residential cul-de-sac (<u>Dead end street less than 150 feet</u>)	100'	40'R
<u>Local-Residential cul-de-sac (Dead end street exceeding 150 feet)</u>	<u>120'</u>	<u>50'R</u>

(Ord. of 7-15-2019, § 1)

Sec. 109-34. Dead-end streets and culs-de-sac.

All dead-end streets require the installation of cul-de-sacs.

The maximum length of ~~dead-end~~ dead-end streets and streets terminating in culs-de-sac shall be 1,500 feet.
(Ord. of 7-15-2019, § 1)

Sec. 109-47. Cul-de-sac streets.

Cul-de-sac streets shall be designed to meet requirements of International Fire Code (~~IFC2015~~), appendix D, including circular turn around.

(Ord. of 7-15-2019, § 1)

Sec. 109-48. Shoulder widths.

All streets shall have a shoulder, measured from the outer edge of the paved surface or back of curb to the inside edge of the ditch that is a minimum of 11 feet wide. The shoulder on un curb streets shall have a maximum slope of six percent. The shoulders on curb streets shall be at minimum 11 feet wide and maximum slope of two percent sloped toward curb.

(Ord. of 7-15-2019, § 1)

Sec. 109-50. Specifications.

- (a) Unless otherwise specifically set forth herein, all of the materials, methods of construction, and workmanship for street construction shall conform to the latest edition of the state department of transportation standard specifications for road and bridge construction including all amendments and the latest edition of the city standard specification for roadway and drainage systems and the latest edition of the city standard details. The standard specifications and details can be obtained as a separate document from the city website (www.dawsonville-ga.gov) or from the city department of planning and zoning.
 - (b) Street and alley subgrade shall be constructed in accordance with the following state DOT specification sections:
 - (1) Section 201- Clearing and grubbing right-of-way.
 - (2) Section 205 - Roadway excavation.
 - (3) Section 208 - Embankments.
 - (4) Section 209 - Subgrade construction.
 - (c) Street and alley bases shall be constructed in accordance with the following state DOT specification sections:
 - (1) Section 300 - General specifications for base and subbase courses.
 - (2) Section 310 - Graded aggregate construction.
 - (d) Street and alley surface and binder asphaltic paving courses, ~~including prime bituminous tack coat~~, shall be constructed in accordance with state DOT specification section 400 - Hot mix asphaltic concrete construction.
- (Ord. of 7-15-2019, § 1)

Sec. 109-53. Sidewalks.

- (a) If the proposed sidewalk will be an extension of an existing sidewalk the proposed sidewalk shall be at least as wide the existing sidewalk and be at minimum five feet wide.
- (b) Sidewalks shall be provided along both sides of all roads within residential developments and along the entire length of the property where a road entrance is constructed. Sidewalks shall be provided along public streets for all multi-family, commercial, and industrial developments, and in such other locations as deemed necessary by the city for safe pedestrian movement. If the development abuts existing roads on multiple sides a sidewalk shall be required on the entire length of property that abuts existing roads
- (c) The sidewalks must be constructed to conform to the state DOT sidewalk standards.
- (d) Sidewalks shall be five foot wide and four inches thick.
- (e) Sidewalks shall have ADA compliant ramps and warning pads at intersections. The warning pads shall be screwed down and thermal coated.

(Ord. of 7-15-2019, § 1)

Sec. 109-54. Driveways.

All structures erected in the city must be served with access from a public street by an appropriate driveway in accordance with the specifications below. "Residential" shall apply to all residentially zoned property and "Commercial" shall apply to all non-residentially zoned property including, but not limited to, all industrial, highway business, institutional and commercially zoned properties.

All driveways shall have a landing. The landing is defined as the portion of the driveway that connects to the public street.

	Residential	Commercial
Minimum width	9'	12' (one way entry/exit) 24' (two way entry/exit)
Apron width minimum	3' on each side	3' on each side
Slope maximum	10%	5%
Minimum landing length	20'	30'
Maximum landing slope	5%	4%

All driveways shall be constructed at a minimum of ~~3-5~~ 4 inches or more of 3,000 psi concrete or two inches or more of asphalt on a compacted base. All culverts under driveways shall be ~~12~~ 18 inches or more in diameter and covered with a minimum of four inches of gravel.

All driveways shall be setback at least six feet from the side property line and shall meet the same elevation at the existing (or to be constructed) sidewalk. There shall be at least 20 feet between the entrances for a U-shaped or similar driveway located on a single lot.

(Ord. of 7-15-2019, § 1)

Sec. 111-31. Culverts and piped system design criteria.

- (a) Culverts in live streams, cross drains or serving 20 acres or larger shall~~are to~~ be designed for a 50-year frequency flood event. The inlet area inundated by the 100-year upstream headwater design event ~~is to~~ shall be contained in a drainage easement.
- (b) Piped storm drainage systems ~~shall~~are to be designed for a 25-year frequency storm event ~~in non-residential areas and for a 10-year frequency storm event in residential areas.~~
- (c) Catch basins are to be spaced so that the maximum gutter spread is six feet or less for the ~~design~~ed 10 year storm event.
- (d) The minimum pipe size to be used as a culvert or in a piped system is 18-inch diameter.
- (e) The minimum velocity in a pipe flowing full is to be two feet per second. The maximum velocity in a pipe flowing full is to be 12 feet per second. The exit velocity of culvert and pipe systems is to be controlled and modified to prevent channel erosion or scour.
- (f) The absolute minimum clearance between the bottom of the paving base or subbase and the exterior crown of the storm drain pipe or culvert is to be one foot. A clearance of two feet is considered more desirable and should be achieved if possible.

(Ord. of 7-15-2019, § 1)

Sec. 111-32. Storm Drainage piping ~~under roads~~.

(a) All stormwater and drainage piping under roads shall be reinforced concrete pipe that is at least 18 inches in diameter.

(b) All stormwater drainage piping installed parallel of curbing within right of way shall be reinforced concrete pipe that is at least 18 inches in diameter.

(c) All stormwater drainage piping with fifteen feet and greater cover shall be reinforced concrete pipe that is at least 18 inches in diameter.

(d) All stormwater drainage piping installed in live streams shall be reinforced concrete pipe that is at least 18 inches in diameter.

(e) All stormwater drainage piping installed within a retaining wall backfill shall be reinforced concrete pipe that is at least 18 inches in diameter.

(Ord. of 7-15-2019, § 1)

Sec. 112-4. Special notation required

The city requires a final plat notation stating that a site plan must be approved prior to issuance of a building permit for lots which include any of the following:

- (1) Particular or unusual difficulties to meet minimum setback limits
- (2) Unusual building sites due to easement configuration
- (3) Possible floodplain encroachment
- (4) Storm water detention facilities
- (5) Zoning imposed buffers
- (6) Unusual or severe topographic features

(Ord. of 7-15-2019, § 1)

Sec. 918. Approval required by appropriate body.

Applications for amendments to the text of the zoning regulations, zoning map amendments, alterations or extensions of conditional zoning, conditional use permits, development within site specific zoning districts and site plans require approval by the governing body before development may be initiated or before such application is made effective. Applications for variances and appeals shall require approval by the planning commission before development may be initiated or before such application is made effective. Applications for certificates of appropriateness require review and approval of the Historic Preservation Commission ~~by the planning commission and approval by the governing body~~ before development, demolition or alteration may be initiated or before such application is made effective.

(Ord. of 12-3-2018)

Sec. 1103. Prohibited uses.

1. Commercial uses.
2. Industrial uses.
3. Manufactured (mobile) homes and houses moved from other locations (~~Except industrialized single-family modular homes~~).
4. Animals which individually or in numbers, create a nuisance by noise, smell, unsanitary or visual effects. Animals such as dogs and cats are permitted when their number in relation to area does not create a nuisance to neighbors. Kennels for the breeding of any animal for sale are prohibited. Pet fowl or birds may be kept in cages under the same provisions. No swine are permitted.
5. Any use not permitted in accord with the terms hereof.

(Ord. of 12-3-2018)

Sec. 1203. Prohibited uses.

1. Commercial uses.
2. Industrial uses.
3. Manufactured (mobile) homes and houses moved from other locations ~~(except industrialized single-family modular homes).~~
4. Animals which individually or in numbers, create a nuisance by noise, smell, unsanitary or visual effects. Animals such as dogs and cats are permitted when their number in relation to area does not create a nuisance to neighbors. Kennels for the breeding of any animal for sale are prohibited. Pet fowl or birds may be kept in cages under the same provisions. No swine are permitted.
5. Any use not permitted in accord with the terms hereof.

(Ord. of 12-3-2018)

Sec. 1305. Prohibited uses.

1. Commercial uses.
2. Industrial uses.
3. Manufactured (mobile) homes and houses moved from other locations ~~(except industrialized single-family modular homes).~~
4. Animals which individually or in numbers, create a nuisance by noise, smell, unsanitary or visual effects. Animals such as dogs and cats are permitted when their number in relation to area does not create a nuisance to neighbors. Kennels for the breeding of any animal for sale are prohibited. Pet fowl or birds may be kept in cages under the same provisions. No swine are permitted.
5. Any use not permitted in accord with the terms hereof.

(Ord. of 12-3-2018)

Sec. 1404. Development regulations in general.

All apartment, duplex, triplex, quadplex, semi-detached residences and townhouse developments shall conform to the following regulations:

1. Site plan approval required. All multi-family developments including apartments, duplexes, triplex, quadplex, semi-detached residences and townhouses require site plan approval by the planning commission in accordance with all procedures and requirements established by the city.
2. All site plans required by this section shall, at a minimum, contain the following information:
 - a. Title of the proposed development and the name, address and telephone number of the property owner.
 - b. The name, address and telephone number of the architect, engineer or other designer of the proposed development.
 - c. Scale, date, north arrow, and general location map showing relationship of the site to streets or natural landmarks.
 - d. Boundaries of the subject property, all existing and proposed, streets, including right-of-way and street pavement widths; buildings; water courses; parking and loading areas; flood plain; storm water detention; recreation areas; and other physical characteristics of the property and proposed development.
 - e. Building setbacks, buffers, landscape strips, and common areas as well as topographic contours at two feet intervals.
 - f. All accessory structures and locations shown.
3. No multi-family development shall take place in whole or part without being served by both public water and public sewer facilities.
4. Driveways and interior roads.
 - a. An interior road(s) serving any multi-family development shall be paved and have a minimum width of ~~28~~ 30 feet back of curb to back of curb. Parking on interior roads is to be regulated by section 609, off-street parking and loading spaces required.
 - b. All interior roads shall have sidewalks installed on both sides of the street.
 - c. Sidewalks and pedestrian ways shall connect to public streets and adjoining developments as applicable.
5. Parking. Insofar as practicable, off-street parking facilities shall be grouped in bays, either adjacent to streets or in the interior of blocks. No off-street parking space shall be more than 100 feet by the most direct pedestrian route from a door of the dwelling unit it is intended to serve.
6. Fire protection.
 - a. All multi-family developments shall provide adequate fire protection in the form of placement of water lines, fire hydrants, sprinkler systems, and fire walls as required by local and state fire codes required for these types of structures.
 - b. If a residential structure is located less than ~~15~~ 20 feet from any property line, then local fire codes impose certain requirements.
7. Buffer, landscaping, and open space requirements.

-
- a. All multi-family developments shall conform to the following regulations. The following regulations are designed to promote the health, safety, order, aesthetics and general welfare by protecting against incompatible uses of land, controlling problems of flooding, soil erosion and air pollution, providing for a more attractive environment, assuring adequate open space, and reducing noise, night lighting, glare, odor, objectionable view, loss of privacy and other adverse impacts and nuisances through the use of buffers, landscaping and open space.
 - b. Each development shall have a minimum of 25 percent of the development's total land area as landscaped open space. A buffer of at least ten feet in width shall be provided and maintained around the entire exterior perimeter of all apartment, condominium, duplex and townhouse developments. Utilization of existing trees and vegetation is appropriate for inclusion within the buffer, or when not found appropriate, shall be supplemented with approved additional landscaping and plantings.
8. Service buildings. Subordinate accessory structures are permitted for maintenance, storage and other incidental uses supportive to the primary use of the property. Community service facilities and accessory structures are subject to site plan approval, for the convenience of the residents of the property. Such structures may include, but are not limited to, the following uses: facility management offices, community laundry facilities, and indoor community recreation areas.
 9. Maximum units per building. No more than six units shall be permitted to form any one single building.

(Ord. of 12-3-2018)

Sec. 1405. Townhouse development regulations.

All developments containing fee-simple townhouses shall conform to the following requirements:

1. Lots. Each townhouse shall be located on its own lot of record, and subdivision plat approval shall be required in accordance with the city regulations.
2. All structures will be constructed with a two hour fire resistive rated wall without an approved sprinkler system and or one hour fire resistive rated wall with an approved sprinkler system between each unit.~~non-flammable brick or masonry firewall between units and extending two feet above the roofline. A fire retardant product may be used in place of the firewall.~~

(Ord. of 12-3-2018)

Sec. 1408. Prohibited uses.

1. Commercial uses.
2. Industrial uses.
3. Manufactured (mobile) homes and houses moved from other locations ~~(except industrialized single-family modular homes).~~
4. Animals that, individually or in numbers, create a nuisance by noise, smell, unsanitary or visual effects. Animals such as dogs and cats are permitted when their number in relation to area does not create a nuisance to neighbors. Kennels for the breeding of any animal for sale are prohibited. Pet fowl or birds may be kept in cages under the same provisions. No swine are permitted.
5. Any use not permitted in accord with the terms hereof.

(Ord. of 12-3-2018)

Sec. 2011. Prohibited uses.

1. Commercial uses.
2. Industrial uses.
3. Manufactured (mobile) homes and houses moved from other locations (~~Except industrialized single-family modular homes~~).
4. Animals which individually or in numbers, create a nuisance by noise, smell, unsanitary or visual effects. Animals such as dogs and cats are permitted when their number in relation to area does not create a nuisance to neighbors. Kennels for the breeding of any animal for sale are prohibited. Pet fowl or birds may be kept in cages under the same provisions. No swine are permitted.
5. Any use not permitted in accord with the terms hereof.

(Ord. of 12-3-2018)

Sec. 2505. Alteration of structures or buildings.

Prior to any alteration ~~(including painting)~~, demolition, removal of an existing structure or building in whole or in part, or new construction of a structure or building in the historical town business district, a building permit shall be obtained and a design review shall be conducted by the historic preservation commission in accordance with the city historical district ordinance. A certificate of appropriateness shall be issued by the HPC, whereas such alteration, demolition or new construction shall be performed in accordance with the design guidelines of the preservation ordinance.

Nothing in this article shall be construed to prevent the ordinary maintenance or repair of any exterior elements of any structure or building; nor shall anything in this article be construed to prevent the construction, reconstruction, alteration or demolition of any such elements which any authorized public official shall certify as required by public health or safety.

(Ord. of 12-3-2018)

Sec. 3603. Development permit required.

A development permit based upon an approved site plan shall be required for any proposed use of land(s) or building(s) to indicate and ensure compliance with all provisions of these regulations before any building permit is issued or any improvement, grading, land disturbing activity or alteration of land(s) or building(s) commences; provided, however, that development permits for accessory structures for residential zoning districts shall not be required. Development permit fees are listed in the city fee schedule. Upon payment of applicable development permit fees and approval of a preliminary plat in accordance with all applicable provisions of the development regulations, development may begin on any parcel of land for an approved use within the zoned district as specified in this ordinance. All development permits shall be issued by the planning director or designee, who shall in no case approve a development permit for the use, construction, or alteration of any land or building if the land or building as proposed to be used, constructed or altered would be in violation of any of the provisions of this ordinance, the city development regulations or any other codes and laws. Development permits shall be valid for two years from date of issuance and shall thereafter expire. If work described in any development permit has not begun within 120 days from the date of issuance thereof, said permit shall expire, and further work shall not proceed until a new development permit has been obtained. Permits may be reinstated up to two separate six month extensions. Prior to reinstating a permit, the planning director shall determine if a new plan review and plan revision is required

(Ord. of 12-3-2018)

Sec. 3604. Building permit required.

No building, structure or sign, except as specifically exempted by these regulations, shall be erected, moved, extended, enlarged or structurally altered, nor shall any excavation or filling of any lot for the construction of any building be commenced until the planning director or designee has issued a building permit for such work in conformity with the provisions of these regulations. Building permit fees shall be as set forth in the city fee schedule.

All building permits shall be issued by the planning director or designee. In cases of uncertainty regarding whether a proposed building or structure conforms to any provisions within this ordinance and the City Development Regulations, the planning director or designee shall consult with the city engineer for his interpretation and ruling. Building permits shall become invalid unless the work authorized by it shall have been commenced within 90 days of date of issuance, or if the work authorized by it is suspended or abandoned for a period of six months or more, or if the work authorized by it is not completed within 18 months of date of issuance. Permits may be reinstated up to two separate six-month extensions. Prior to reinstating a permit, the planning director shall determine if a new plan review and plan revision is required

(Ord. of 12-3-2018)



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 13

SUBJECT: ANX-C2100043 AND ZA-C2100043

CITY COUNCIL MEETING DATE: 10/18/2021

BUDGET INFORMATION: GL ACCOUNT # _____

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

PURPOSE FOR REQUEST:

ANX-C2100043 and ZA-C2100043: Allen Street Properties, LLC and B & K Turner Family, LLP have petitioned to annex into the city limits of Dawsonville tract 2 with 32.937 acres (amended application) tract known as a portion of TMP 093 004 001, located at Perimeter Road, with a request to rezone from County Zoning of RSR (Residential Sub Rural) and RA (Restricted Agriculture) to City Zoning of R3 (Single Family Residential). Public Hearing Dates: Planning Commission on September 13, 2021 and City Council on October 4, 2021. City Council for a decision on October 18, 2021.

HISTORY/ FACTS / ISSUES:

- Planning Commission denied the request on 9/13/21. Concept plan did not meet city ordinances.
 - Amended application to annex and zone tract 2 with 32.937 acre only.
 - Amended concept plan reflects proposed 65 units.
 - Amended letter of intent request to approve 75 units yielding a density of 2.28 units per acre.
 - Applicant is requesting a variance to the Land Development Regulations Chapter 109 Sec 109-53- Sidewalks to eliminate the required sidewalk along Perimeter Road lots 58 thru 65.
 - Planning department has provided a revised timeline.
 - Planning department has provided a department summary with recommended conditions if approved.
-

OPTIONS: Approve, Amend, Deny

RECOMMENDED SAMPLE MOTION:

If annexation and zoning is approved motion recommended to be as follows: Motion to approve annexation and zoning application C2100043 tract # 2 known as a portion of TMP 093 004 001 with 32.937 acres. Density shall not exceed 75 units or 2.28 units per acre. Approval shall be conditioned per Planning and Zoning Department summary letter dated 9/23/21.

If the variance is approved motion recommended to be as follows: Motion to approve the variance request to the Land Development Regulations Chapter 109 Sec 109-53- Sidewalks to eliminate the required sidewalk along Perimeter Rd lots 58-65.

DEPARTMENT: Planning and Zoning

REQUESTED BY: David Picklesimer

415 Highway 53 E. Suite 100
Dawsonville, Georgia 30534



(706) 265-3256
Fax (706) 265-4214
www.dawsonville-ga.gov

Date: 9/23/2021

To: Mayor Mike Eason and City Council

Reference: ANX/ZA C2100043 Planning and Zoning Department Summary

The planning department has provided the following pertinent information to help you decide on this request:

1. If the zoning amendment is approved the Planning Department is requesting a condition of zoning to include an approved water and sewer service area agreement between Etowah Water and Sewer Authority and the City of Dawsonville. The service area agreement dedication must include both water and sewer services. The agreement shall be dedicated to the City of Dawsonville prior to the issuance of a grading permit (LDP). If the service area agreement is not agreed upon by both parties the application for annexation and rezoning shall become null and void.
2. If the zoning amendment is approved the Planning Department is requesting a condition of zoning to include the installation of an engineered AC-powered, high intensity LED signs, in pavement crosswalk LED lights and activated device across Perimeter Road to provide pedestrian access to Robinson Elementary school.
3. If the zoning amendment is approved the Planning Department is requesting a condition of zoning to include the installation of a sidewalk from the 32.937-acre tract to the existing sidewalk system in front of Dawson County High school.
4. If the zoning amendment is approved the Planning Department is requesting a condition of zoning to include a ten foot no access buffer along Perimeter Road.
5. If the zoning amendment is approved the Planning Department is requesting a condition of zoning to include the installation of a right in and right out vehicle movement at the north entrance due to the intersection alignment not meeting GDOT intersection offset requirements.


David Picklesimer
Planning Director

415 Highway 53 E. Suite 100
Dawsonville, Georgia 30534



(706) 265-3256
Fax (706) 265-4214
www.dawsonville-ga.gov

Date: 9/14/21

From: David Picklesimer, Planning Director 

Reference: ANX/ZA C2100043 Timeline

- Original application submitted to the City: 8/14/20.
- Original application submitted to Dawson County BOC: 8/21/20.
- Planning Department advertised original application: 8/26/20.
- Original application response received from Dawson County BOC: 9/11/20.
- Planning Commission public hearing on original application: 9/14/20. Applicant requested postponement.
- Planning Commission public hearing on original application: 11/9/20. PC voted to deny.
- Council held public hearing on original application: 11/16/20. Council postponed until 1/19/21.
- Applicant amended application: 12/9/20.
- Amended application submitted to Dawson County BOC: 12/9/20
- Dawson County BOC response to amended application received: 1/7/21.
- Council held public hearing 1/19/21. Council tabled until arbitration complete.
- Dawson County BOC withdrew objection 5/11/21.
- Planning Department advertised Council public hearing meeting on 5/26/21 for amended application.
- Council public hearing date 6/21/21 for amended application.
- Council final decision date 7/19/21 for amended application.
- Applicant requested to postpone 7/19/21 until 10/18/21 to allow adjoining property owner time to request annexation.
- Planning Department advertised amended application 8/18/21 due to wrong TMP advertised.
- Planning Commission public hearing date 9/13/21 due to wrong TMP advertised.
- Planning Commission denied request 9/13/21.
- City Council public hearing date 10/4/21 due to wrong TMP advertised.
- City council decision date 10/18/21.

LAW OFFICES
LIPSCOMB, JOHNSON, SLEISTER, DAILEY & SMITH, LLP
112 NORTH MAIN STREET
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TELEPHONE: 770-887-7761
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EMORY LIPSCOMB
COY R. JOHNSON, P.C.
PUTNAM CLARK SMITH, P.C.
CHRISTOPHER D. LIGHT
SEAN COURTNEY
ASHLEY B. MASHBURN
ANDERSON LIPSCOMB

MICHAEL R. SLEISTER
(Of Counsel)

L. LEE DAILEY
(1939-2013)

September 24, 2021



VIA HAND DELIVERY

City of Dawsonville
Mayor and Council Members
Planning and Zoning Department
415 Hwy 53 #100
Dawsonville, GA 30534

Re: **Applicant, B & K Turner Family, LLP's, Revised the Letter of Intent
ANX C2100043 and ZA C2100043**

The Applicant is hereby submitting this Revised Letter of Intent to the City of Dawsonville to provide an updated written summary of the proposal which includes reduced acreage and reduced number of lots requested from the original applications, ANX C2100043 and ZA C2100043. The Applicant is now proposing to Annex and Rezone only Tract 2 of the original proposal, which is 32.937 acres, as shown on the attached survey and site plan attached hereto and incorporated herein, (the "Site Plan").

Due to this reduction in acreage, the total number of lots the Applicant has conceptually planned for is sixty-five (65) residential units, yielding a residential density of 1.97 units per acre. The Applicant agrees to limit the number of units to a maximum of seventy-five (75), potentially yielding 2.28 units per acre, which is still far less than the allowable three (3) units per acre in the R-3 zoning category. The property is currently zoned RSR and RA and the request is to annex and rezone to the City's R-3 zoning category with a minimum lot size of 75' x 100' with installation of sidewalks as shown on the site plan dated 09/20/2021.

The proposal has frontage on Perimeter Road and is proposing two (2) entrances on Perimeter Road that will meet all City regulations as detailed on the Site Plan.

Located to the north and to the east of the Subject Property is unincorporated residential property zoned R-A and owned by the Applicant. Dawson County High School is located to the south and Perimeter Road is along the entire western boundary of the Subject Property.

Both potable water and sanitary sewer will serve this Property. Storm water detention will be provided by onsite pond facilities compliant with the City of Dawsonville regulations.

We believe the proposed development will meet the needs of the community without negative impacts. The potential for walkability to the surrounding schools and City amenities will be a positive factor in traffic

concerns and vibrancy for the area. Approval of the Applicant's Application would not cause a safety hazard or noxious condition, would not reduce property values in the surrounding area, and therefore would promote the health, safety, morals and general welfare of the public.

The Applicant hereby reserves all other rights and privileges under the Constitutions of the United States and the State of Georgia, and available at law and in equity, in all aspects of this rezoning and annexation request. The Applicant respectfully asks that the Application be approved as requested and reserves the right to amend this Letter of Intent and the Application by supplementing additional responses and documents.

Thank you very sincerely and respectfully for your consideration of this request.

Christopher Light,
Attorney for B & K Turner Family, LLP

**Perimeter Road
Tract 2
32.937 Acres**



All that tract or parcel of land lying and being in Land Lots 372, 373, 427 and 428 of the North Half of the 13th Land District, Dawson County, Georgia and being more particularly described as follows;

To find the True Point of Beginning, commence at the intersection of Land Lots 371 and 372 and the Easterly right of way of Perimeter Road (80' right of way), said point marked by a ½ inch Rod found; Thence traveling on said Perimeter Road right of way the following three (3) courses and distances:

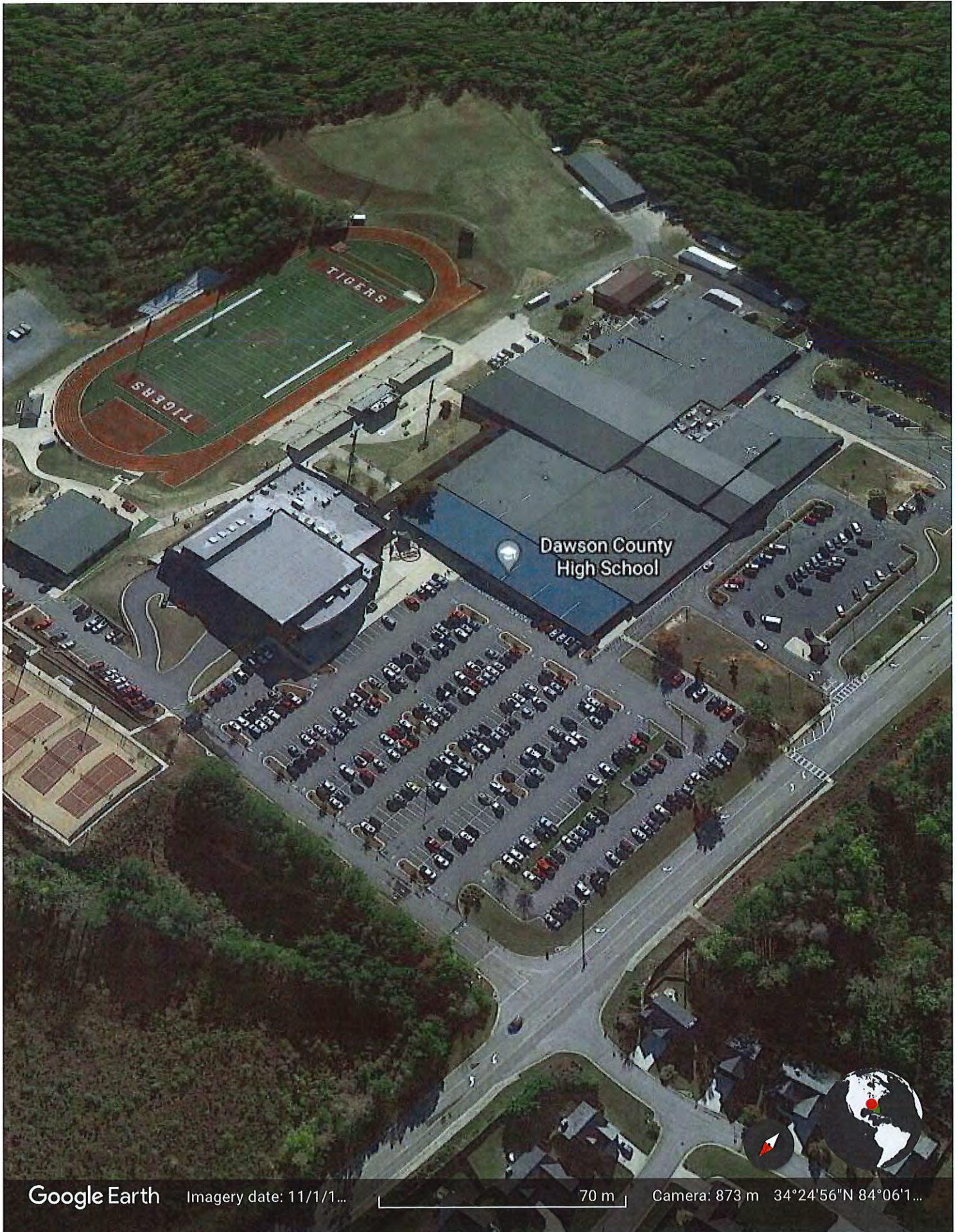
along a curve to the right having a radius of 1766.51 feet and an arc length of 162.28 feet being subtended by a chord bearing of South 12 Degrees 33 Minutes 28 Seconds East and a chord distance of 162.22 feet to a point; THENCE along a curve to the right having a radius of 1049.03 feet and an arc length of 473.65 feet being subtended by a chord bearing of South 03 Degrees 00 Minutes 32 Seconds West and a chord distance of 469.63 feet to a point; THENCE continuing on said right of way South 15 Degrees 56 Minutes 37 Seconds West for a distance of 650.74 feet to a point, said point marked by a ½ inch rebar pin set, said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established, North 89 Degrees 17 Minutes 56 Seconds East for a distance of 171.99 feet to a point; THENCE along a curve to the right having a radius of 636.62 feet and an arc length of 103.13 feet being subtended by a chord bearing of South 86 Degrees 03 Minutes 37 Seconds East and a chord distance of 103.02 feet to a point; THENCE South 81 Degrees 25 Minutes 09 Seconds East for a distance of 106.01 feet to a point; THENCE along a curve to the left having a radius of 662.74 feet and an arc length of 195.11 feet being subtended by a chord bearing of South 89 Degrees 51 Minutes 12 Seconds East and a chord distance of 194.41 feet to a point; THENCE North 81 Degrees 42 Minutes 46 Seconds East for a distance of 407.62 feet to a point; THENCE along a curve to the right having a radius of 60.00 feet and an arc length of 41.04 feet being subtended by a chord bearing of South 78 Degrees 41 Minutes 37 Seconds East and a chord distance of 40.24 feet to a point; THENCE South 59 Degrees 06 Minutes 00 Seconds East for a distance of 40.85 feet to a point; THENCE along a curve to the right having a radius of 160.00 feet and an arc length of 47.37 feet being subtended by a chord bearing of South 50 Degrees 37 Minutes 08 Seconds East and a chord distance of 47.20 feet to a point; THENCE South 42 Degrees 08 Minutes 15 Seconds East for a distance of 19.39 feet to a point; THENCE along a curve to the left having a radius of 240.00 feet and an arc length of 188.50 feet being subtended by a chord bearing of South 64 Degrees 38 Minutes 15 Seconds East and a chord distance of 183.69 feet to a point; THENCE South 87 Degrees 08 Minutes 15 Seconds East for a distance of 60.06 feet to a point, said point marked by a ½ inch rebar pin set; THENCE traveling South 02 Degrees 23 Minutes 44 Seconds East for a distance of 818.35 feet to a point, said point marked by a ½ inch rebar pin found; THENCE South 85 Degrees 54 Minutes 23 Seconds West for a distance of 1589.65 feet to a point on the easterly right of way of Perimeter Road (80' right of way), said point marked by a ½ inch rebar pin found;

THENCE traveling on said Perimeter Road right of way the following four (4) courses and distances:

along a curve to the right having a radius of 4750.52 feet and an arc length of 180.80 feet being subtended by a chord bearing of North 05 Degrees 58 Minutes 08 Seconds East and a chord distance of 180.79 feet to a point; THENCE along a curve to the right having a radius of 3438.13 feet and an arc length of 387.33 feet being subtended by a chord bearing of North 10 Degrees 17 Minutes 12 Seconds East and a chord distance of 387.13 feet to a point; THENCE along a curve to the right having a radius of 3438.13 feet and an arc length of 145.79 feet being subtended by a chord bearing of North 14 Degrees 43 Minutes 43 Seconds East and a chord distance of 145.78 feet to a point; THENCE North 15 Degrees 56 Minutes 37 Seconds East for a distance of 360.69 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said property contains 32.937 Acres



Dawson County High School

Google Earth

Imagery date: 11/1/1...

70 m

Camera: 873 m 34°24'56"N 84°06'1...

RECEIVED
 SEP 23 2021
 BY: [Signature]

REVISIONS

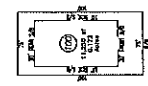
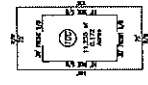
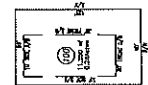
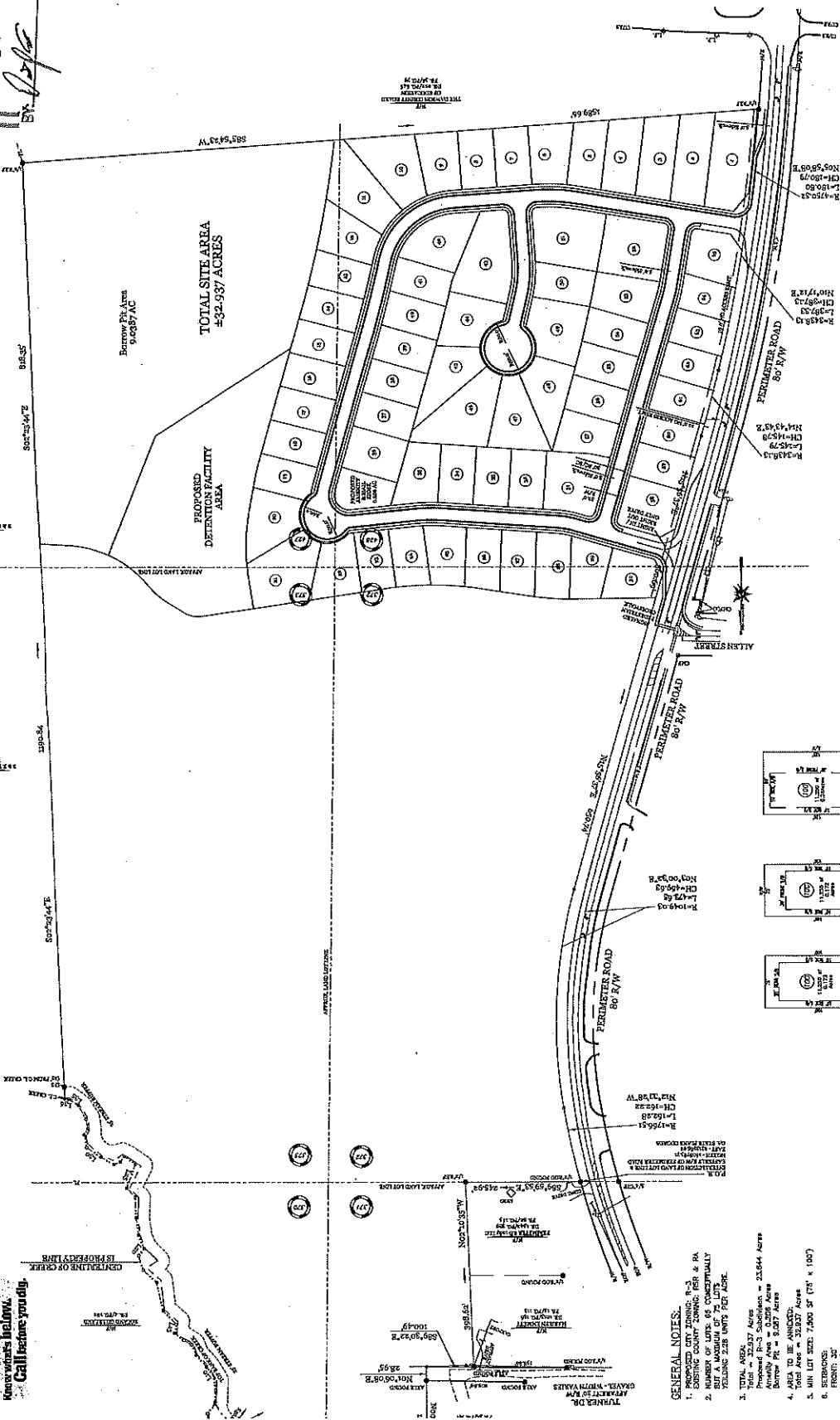
NO.	DATE	REVISIONS



Civilscapes, Inc.
 CML DESIGN & LANDSCAPE ARCHITECTURE
 7185 SHADY CROCK ROAD CLARKSBURG, GEORGIA 30641
 OFFICE: 678-513-8936

FOR
ALLEN STREET PROPERTIES, LLC
 PERIMETER RD. 32.937 AC. TRACT
 L. L. 3701, 3711, 3721, 3731, 4271, 4281 + 12TH DIST.
 DAWSON COUNTY, GEORGIA

ANNEXATION & ZONING PLAN
 SCALE: 1" = 100'
 DATE: 9/20/21
 PROJECT NO.: 20-085



TYPICAL CORNER LOT DETAIL
 TYPICAL DOUBLE FRONTAGE LOT DETAIL
 TYPICAL LOT DETAIL

GENERAL NOTES:

- EXISTING COUNTY ZONING: RER & RA
- NUMBER OF LOTS: 65 CONCEPTUALLY
 SUIT A MAXIMUM OF 75 LOTS
 (BASED ON 200' WIDE FRONT YARDS)
- TOTAL ACRES: 32.937 Acres
 Proposed R-3 Subdivision = 23.644 Acres
 Proposed R-3 Subdivision = 9.293 Acres
 Borrow PA = 2.007 Acres
- AREA TO BE ANNEXED:
 32.937 Acres
- MIN LOT SIZE: 7,500 SF (75' x 100')
- REAR: 20'
- RIGHT-OF-WAY SUBDIVISION RIGGS 50'
- ROADWAY: 30' BACK OF CURB TO BACK OF CURB
 W/ 2' BUMP STRIPS AND 9" SIDEWALK
- THIS PHASE OF DEVELOPMENT TO BE SERVED BY
 CHURCH SANITARY SEWER AND DOMESTIC WATER SERVICE.



Know what's below.
 Call before you dig.

Amended 12/9/20 - 9/24/21



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

Annexation Petition
into the
City of Dawsonville, GA

Annexation # C2100043

FEE \$250.00 (NONREFUNDABLE) Date Paid _____ Cash /Ck # _____

COPY

Please Print Clearly **ZONING AMENDMENT APPLICATION AND FEES RECEIVED ? YES NO**

Applicant Name(s): Allen Street Properties LLC

Mailing Address 1090 Oakhaven Drive city Roswell State GA Zip 30075

E-Mail _____

Applicant Telephone Number(s): 678-570-0469

Property Owner's Name(s): B + K Turner Family, LLLP

Mailing Address 1090 Oakhaven Dr city Roswell State GA Zip 30075

E-Mail _____

Property Owner's Telephone Number(s): Michael Turner 678-570-0469

Address of Property to be Annexed: Perimeter Road VACANT LOT

Tax Map & Parcel # 093004001 Property Size in Acres: 74.85 Survey Recorded in Plat Book # _____ Page # _____

Land Lot # 370, 371, 372, 373, 427, 428 District # 12th Section # _____ Legal Recorded In Deed Book # 1053 Page # 303

Current Use of Property: vacant

County Zoning Classification: RSR + RA City Zoning Classification: R3

Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

An 8 1/2 x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.

A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.

Survey **must** be signed and sealed by a Registered Land Surveyor.

Survey **must** be signed, stamped recorded by Dawson County Clerk's Office, Superior Court

Amended

12/9/20 - 9/24/21

COPY



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

Annexation Petition
into the
City of Dawsonville, GA

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

- 1. Intended Use of Land: [X] Residential [] Commercial
[] Existing Structure(s) [] Vacant
[] Other (specify)
2. Number of persons currently residing on the property: [] VACANT
Number of persons 18 years or older: []
Number of persons registered to vote: []
3. The number of all residents occupying the property:
[] American Indian [] Alaskan Native
[] Asian [] Pacific Islander
[] Black, not of Hispanic Origin [] Hispanic
[] White, not of Hispanic Origin [] VACANT

Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.

ARC Population Estimate Information

- A. Number of existing housing units: []
B. List of Addresses for each housing unit in the annexed area at the time of the annexation:
C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):
D. Names of affected Subdivision:
E. Name of affected Multi-Family Complex:
F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):
G. Names of affected Duplexes:
H. Names of Mobile Home Parks:

Amended 12/9/20 - 9/24/21



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

Annexation Petition
into the
City of Dawsonville, GA

Property Owner(s) Authorization

I / We the undersigned, being the owner(s) of real property of the territory described herein as Perimeter Road / 093004001 (Address/Tax Map Parcel), respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

(1) [Signature] General Partner B&K Turner Family, LLC
Property Owner Signature Property Owner Printed Name

(2) _____ Property Owner Signature _____ Property Owner Printed Name

(1) _____ Applicant Signature _____ Applicant Printed Name

(2) [Signature] Michael K. Turner
Applicant Signature Applicant Printed Name

X Sworn to and subscribed before me
this 10 day of December 2020.
[Signature]
Notary Public, State of Georgia
My Commission Expires: 11-19-2022



Annexation Application Received Date Stamp: Rec'd 8/21/20 Completed Application with Signatures
Rec'd 8/21/20 Current Boundary Survey
Rec'd 8/14/20 Legal Description
Rec'd 8/14/20 ARC Population Estimate Information

Planning Commission Meeting Date (if rezone): 9/14 & 11/9/2020
Dates Advertised: 8/26/2020 sent on 8/21/2020
1st City Council Reading Date: 11/16/2020
2nd City Council Reading Date: 1/19/21 Approved: YES NO
Date Certified Mail to: 8/21/20 County Board of Commissioners & Chairman County Manager County Attorney
Date certified mail to 12/9/20
 Letter Received from Dawson County Date: 9/11/20 " " " " " "

letter received from Dawson₃ county Date: 1-7-2021

Amended 12/9/20-9/24/21

REQUEST FOR
ANNEXATION AND REZONING ACTION
FROM CITY OF DAWSONVILLE ZONING BOARD

FOR

**B & K TURNER FAMILY, LLP
70.808-ACRE SUBDIVISION ON PERIMETER ROAD**



NATURE OF REQUEST

To annex and rezone a vacant 70.808-Acre Tract into the City of Dawsonville

PURPOSE OF REQUEST

To allow for development of a 124 Lot Residential Subdivision

NARRATIVE

The scope of this project is to annex and rezone a 37.852-Acre tract (Tract 1) and a 32.956-Acre tract (Tract 2), subdivided out from an existing 492 Acre Tract, into the City of Dawsonville for a proposed 124 Lot Residential Subdivision(s). There will also be a shared community amenity area. Due to challenges in topo we have shown potential borrow pit areas as part of this annexation. If at all possible, we would like to potentially covert these areas into future phased developments.

This property is a 70.808 acre tract of land, Land Lots 370, 371, 372, 373, 427 and 428, 12th District. The property is currently zoned RSR and RA. We are requesting a rezoning of R-3. Minimum lot size shall be 75'x100'. It has frontage on Perimeter Road, but we are also proposing extending Turner Drive that will serve as an 2nd access point to the subject Tract 1. Tract 2 will have two proposed access point located along the proposed Magic Dam Parkway road. It is our intent to utilize the 70.808 acres to develop the proposed 124 lot subdivision(s) and shared community amenity area. Amenity area features to be determined at a later date. At this time the proposed site plan will yield a density of 1.751 units per acre; well below the 3.00 units per acre we are requesting. Our overall goal is to develop the proposed 124 lot site plan and under a future phase(s) develop additional potential lots on the remaining vacant ground, but not exceed the maximum 212 units per acre allowed under the R-3 zoning request. The number of potential future phased lots cannot be determined at this time. Shown on the proposed site plan is a 2.577-Acre strip of land that splits Tracts 1 and Tract 2. This Strip of land is to be used for the development of the Magic Dam Parkway road (80' R/W that will remain in Dawson County) and a 50' wide strip of land privately owned by B & K Turner Family, LLLP, the current owner of the original 492-Acre Tract, that will also stay in Dawson County.

Located to the north of subject property along Perimeter Road is residential property zoned R-A. Located to the north of subject property located along the Turner Drive access is The First Baptist Church of Dawsonville. Located to the east of the subject property is residential tracts and a large tract zoned RA owned by the applicant. Dawson County High School is located to

the south. Located to the west is Perimeter Road. Proposed access into the residential subdivision will be from a proposed revised intersection located along Perimeter Road / Allen Street, a proposed entrance from Turner Drive and two proposed entrances located along the proposed Parkway Road.

Both potable water and sanitary sewer will serve this tract. Storm water detention will be provided by an onsite pond facilities.

We feel that the requested annexation and rezoning to allow for a 124 Lot residential subdivision would be an appropriate type of use for this area. It is unlikely to pose any problems for any of the neighbors. We do not believe that allowing the proposed use of this property would in any way devalue or pose hardships on any of the surrounding properties.

Amended 12/9/20 - 9/24/21

LEGEND

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE NOTED.

2. ALL BEARINGS ARE TRUE BEARINGS UNLESS OTHERWISE NOTED.

3. ALL CURVE DATA IS GIVEN IN THE ORDER OF RADIUS, LENGTH, CHORD, BEARING.

4. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD OR CREEK UNLESS OTHERWISE NOTED.

5. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD OR CREEK UNLESS OTHERWISE NOTED.

6. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD OR CREEK UNLESS OTHERWISE NOTED.

7. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD OR CREEK UNLESS OTHERWISE NOTED.

8. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD OR CREEK UNLESS OTHERWISE NOTED.

9. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD OR CREEK UNLESS OTHERWISE NOTED.

10. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD OR CREEK UNLESS OTHERWISE NOTED.



THIS PLAN HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE CERTIFICATE OF RECORD AND THE CERTIFICATE DOES NOT EXTEND TO ANY UNDESIGNED ELEMENT WITHOUT AN EXPRESS REPERMITS BY THE SURVEYOR'S SIGNATURE HEREON.

THE SURVEYOR'S RESPONSIBILITY IS TO OBTAIN A TRUE AND ACCURATE REPRESENTATION OF THE EXISTING CONDITIONS AND TO OBTAIN THE NECESSARY PERMISSIONS FROM THE ADJACENT PROPERTY OWNERS FOR THE SURVEY TO BE MADE.

NO WARRANTY OF SUPLICITY PROPERTY LINES WITHIN A DESIGNATED 100 YEAR FLOOD HAZARD AREA AS INDICATED BY FEMA FLOOD HAZARD RISK MAPS OR ANY OTHER SOURCE SHALL BE MADE BY THE SURVEYOR.

A TYPICAL 12' TO 14' TOTAL WIDTH WAS USED TO DETERMINE THE CENTERLINE AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAN.

THE FIELD DATA UPON WHICH THIS MAP OR PLAN IS BASED HAS A CLOSURE ERROR OF ONE FOOT IN 10,000 FEET AND AN ANGULAR ERROR OF 1" PER ANGLE POINT. THIS HAS BEEN ADJUSTED USING THE LEAST SQUARES METHOD.

THIS MAP OR PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 411,999 FEET AND CONTAINS 2.968' ADJUST.

REFERENCED: 1. LISTED WARRANTY DEED RECORDED IN DEED BOOK 102, PAGE 203, DAVENPORT COUNTY RECORDS. 2. JUNIOR PLAN FOR B & K TURNER FAMILY, LLLP RECORDED IN PLAT BOOK 05, PAGE 165, APEREAS RECORDS.

LINE TABLE

LINE	LENGTH	BEARING
L101	125.00	S89°50'00"E
L102	125.00	S89°50'00"E
L103	125.00	S89°50'00"E
L104	125.00	S89°50'00"E
L105	125.00	S89°50'00"E
L106	125.00	S89°50'00"E
L107	125.00	S89°50'00"E
L108	125.00	S89°50'00"E
L109	125.00	S89°50'00"E
L110	125.00	S89°50'00"E
L111	125.00	S89°50'00"E
L112	125.00	S89°50'00"E

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING
C101	262.62	124.19	124.06	S89°50'00"E
C102	439.21	116.84	116.27	S89°50'00"E
C103	194.00	129.95	124.41	S72°11'17"E
C104	229.00	85.14	85.51	S27°48'43"E
C105	116.00	64.59	64.19	S84°15'30"E
C106	240.50	184.50	183.69	S67°19'40"E
C107	159.00	42.57	42.29	S125°27'08"W
C108	60.00	41.04	40.54	S128°43'17"W
C109	66.21	195.11	184.41	S89°50'00"E
C110	616.62	104.13	103.02	N10°11'17"E

LINE TABLE

LINE	LENGTH	BEARING
L1	33.24	S43°26'18"E
L2	10.41	S67°27'49"W
L3	31.50	S14°16'23"W
L4	21.95	S37°42'24"E
L5	35.16	S01°55'32"E
L6	35.14	S06°09'08"W
L7	24.45	S45°09'01"W
L8	4.29	S21°59'05"W
L9	31.33	S01°20'05"E
L10	28.79	S45°16'41"E
L11	26.18	S19°20'18"E
L12	24.29	S28°14'03"E
L13	18.36	S59°25'37"E
L14	55.33	S24°44'47"E
L15	15.07	S12°18'30"W
L16	47.47	S14°33'31"E
L17	84.59	S12°33'18"E
L18	29.07	S17°00'05"E
L19	29.97	S7°14'49"E
L20	19.01	S38°35'45"W
L21	18.79	S11°21'11"E
L22	25.16	S04°14'08"E
L23	45.04	S01°00'11"E
L24	56.14	S13°18'30"E
L25	83.37	S26°09'37"E
L26	50.31	S26°20'06"E
L27	44.83	N71°21'21"E
L28	14.51	N67°25'27"E
L29	29.29	S66°56'10"E
L30	28.00	S68°13'24"E
L31	22.26	S11°17'19"E
L32	19.14	S01°42'17"W
L33	21.44	S14°14'40"E
L34	21.77	S19°24'07"E
L35	24.43	S27°40'21"E
L36	8.17	S72°36'41"E

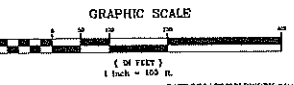
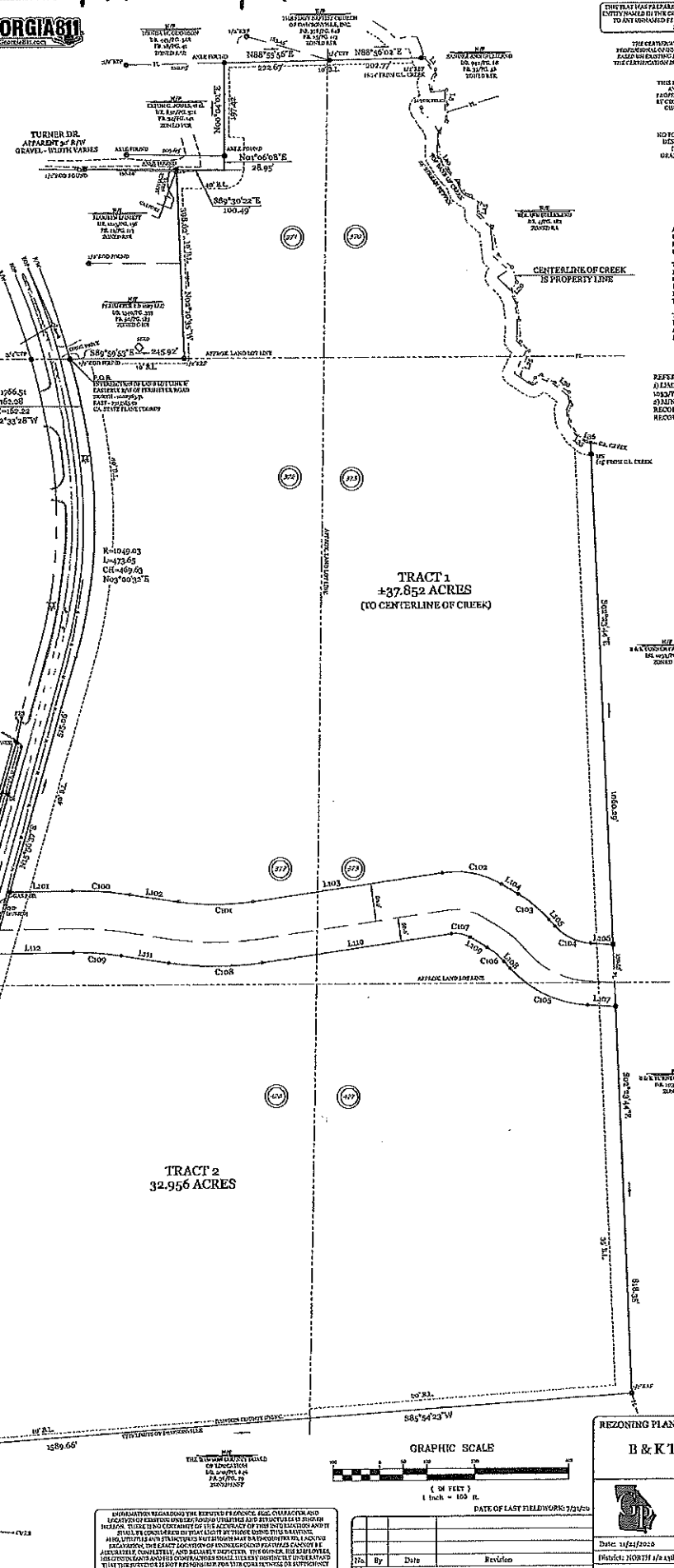
TRACT 1
±37.852 ACRES
(TO CENTERLINE OF CREEK)

TRACT 2
32.956 ACRES

TRACT 3
32.956 ACRES

TRACT 4
32.956 ACRES

TRACT 5
32.956 ACRES



REZONING PLAN FOR:
B & K TURNER FAMILY, LLLP

GEORGIA PREMIER LAND SERVICES, INC.
Professional Land Surveyors
1111 Peachtree Street, N.E.
Atlanta, Georgia 30309
Phone: 404.525.1234
Fax: 404.525.1234
www.gplsi.com

Date: 11/16/2020
Last Loc: 27032912012276.cad
Sheet No: 1 of 1

Project: 2010111/21.cad
County: DAVENPORT, GA
Scale: 1"=100'

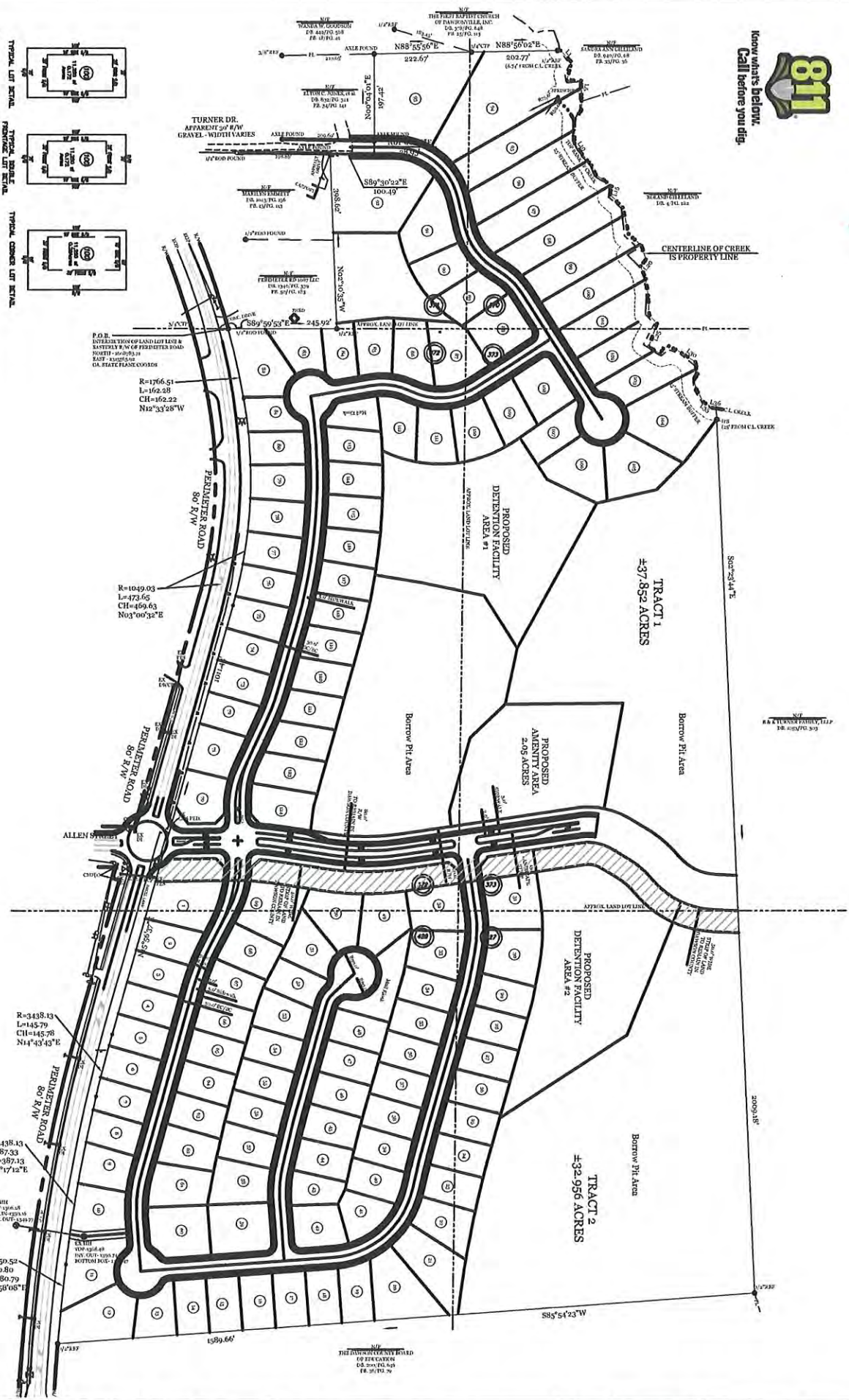
Drawn By: MS

INFORMATION REGARDING THE REPUTED PROBABLE AGE, COMPARISON AND LOCATION OF EMBLEM OR OTHER MARKS SHOULD BE OBTAINED BY THE SURVEYOR. THE SURVEYOR'S RESPONSIBILITY IS TO OBTAIN THE NECESSARY PERMISSIONS FROM THE ADJACENT PROPERTY OWNERS FOR THE SURVEY TO BE MADE. THE SURVEYOR'S RESPONSIBILITY IS TO OBTAIN A TRUE AND ACCURATE REPRESENTATION OF THE EXISTING CONDITIONS AND TO OBTAIN THE NECESSARY PERMISSIONS FROM THE ADJACENT PROPERTY OWNERS FOR THE SURVEY TO BE MADE.

Amended 12/9/20 - 9/24/21



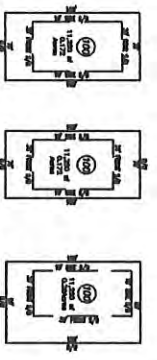
Know what's below.
Call before you dig.



GENERAL NOTES:

1. EXISTING COUNTY ZONING: R-1 & RA
2. NUMBER OF LOTS: 124 w/ Proposed Amenity Area
3. TOTAL ACRES: 868.808
4. TRACT 1: 437.852 ACRES
5. TRACT 2: 432.956 ACRES
6. SERVICES: WATER, SEWER, GAS, CABLE TV
7. RIGHT-OF-WAY: SUBDIVISION ROADS 60' / PARKWAY 60' W/ 2' BOUNTY STRIPS AND 5' SIDEWALKS
8. THIS PHASE OF DEVELOPMENT TO BE SERVED BY EXISTING SANITARY SEWER AND DOMESTIC WATER SERVICE.

TYPICAL LOT RETINAL



GRAPHIC SCALE



DATE	11/10/20
PROJECT NO.	20-085

ANNEXATION & REZONING PLAN
FOR
ALLEN STREET PROPERTIES, LLC
PERIMETER RD. 73.385 AC TRACT
L.L. 370, 371, 372, 373, 427, 428 • 12TH DIST.
DAWSON COUNTY, GEORGIA

Civilscapes, Inc.
CIVIL DESIGN & LANDSCAPE ARCHITECTURE
7165 SHADY GROVE ROAD CUMMING, GEORGIA 30041
OFFICE: 678-513-8836



REVISIONS		
NO.	DATE	REVISION

Amended 12/9/20 - 9/24/21

**Perimeter Road
Tract 1 +/-37.852Acres**

All that tract or parcel of land lying and being in Land Lots 370, 371, 372 and 373 of the North Half of the 13th Land District, Dawson County, Georgia and being more particularly described as follows;

Beginning at the intersection of Land Lots 371 and 372 and the Easterly right of way of Perimeter Road (80' right of way), said point marked by a ½ inch Rod found; THENCE leaving said right of way and traveling on the Land Lot Line common to Land Lots 371 and 372, South 89 Degrees 59 Minutes 53 Seconds East for a distance of 245.92 feet to a point, said point marked by a ½ inch rebar pin found; THENCE leaving said Land Lot Line North 02 Degrees 10 Minutes 35 Seconds West for a distance of 398.62 feet to a point, said point marked by an Axle found; THENCE South 89 Degrees 30 Minutes 22 Seconds East for a distance of 100.49 feet to a point; THENCE North 01 Degrees 06 Minutes 08 Seconds East for a distance of 28.95 feet to a point, said point marked by an Axle found; THENCE North 00 Degrees 04 Minutes 01 Seconds East for a distance of 197.42 feet to a point, said point marked by an Axle found; THENCE North 88 Degrees 55 Minutes 56 Seconds East for a distance of 222.67 feet to a point, said point marked by a ¾ inch crimp top pipe found; THENCE North 88 Degrees 56 Minutes 02 Seconds East for a distance of 202.77 feet to a point in the centerline of a creek; THENCE traveling on said creek the following thirty-six (36) courses and distances:

South 43 Degrees 24 Minutes 16 Seconds East for a distance of 33.74 feet to a point; THENCE South 03 Degrees 27 Minutes 49 Seconds West for a distance of 10.41 feet to a point; THENCE South 14 Degrees 46 Minutes 27 Seconds West for a distance of 33.59 feet to a point; THENCE South 87 Degrees 54 Minutes 34 Seconds East for a distance of 31.95 feet to a point; THENCE South 01 Degrees 55 Minutes 32 Seconds East for a distance of 31.16 feet to a point; THENCE South 00 Degrees 02 Minutes 56 Seconds West for a distance of 35.15 feet to a point; THENCE South 36 Degrees 20 Minutes 50 Seconds West for a distance of 26.45 feet to a point; THENCE South 21 Degrees 59 Minutes 08 Seconds West for a distance of 4.19 feet to a point; THENCE South 01 Degrees 23 Minutes 05 Seconds East for a distance of 51.39 feet to a point; THENCE South 36 Degrees 11 Minutes 04 Seconds East for a distance of 28.79 feet to a point; THENCE South 39 Degrees 57 Minutes 03 Seconds East for a distance of 34.18 feet to a point; THENCE South 25 Degrees 14 Minutes 03 Seconds East for a distance of 24.29 feet to a point; THENCE South 59 Degrees 25 Minutes 33 Seconds East for a distance of 19.36 feet to a point; THENCE South 51 Degrees 41 Minutes 47 Seconds East for a distance of 25.33 feet to a point; THENCE South 12 Degrees 28 Minutes 30 Seconds West for a distance of 19.07 feet to a point; THENCE South 44 Degrees 35 Minutes 34 Seconds East for a distance of 41.47 feet to a point; THENCE South 12 Degrees 33 Minutes 16 Seconds East for a distance of 61.63 feet to a point; THENCE South 47 Degrees 50 Minutes 05 Seconds East for a distance of 39.37 feet to a point; THENCE South 17 Degrees 24 Minutes 49 Seconds East for a distance of 32.97 feet to a point; THENCE South 38 Degrees 35 Minutes 45 Seconds West for a distance of 19.01 feet to a point; THENCE South 21 Degrees 51 Minutes 22 Seconds East for a distance of 30.73 feet to a point; THENCE South 08 Degrees 14 Minutes 26 Seconds East for a distance of 38.16 feet to a point; THENCE South 02 Degrees 50 Minutes 11

Seconds East for a distance of 45.04 feet to a point; THENCE South 43 Degrees 16 Minutes 26 Seconds East for a distance of 26.42 feet to a point; THENCE South 20 Degrees 08 Minutes 22 Seconds West for a distance of 55.37 feet to a point; THENCE South 56 Degrees 50 Minutes 55 Seconds East for a distance of 30.32 feet to a point; THENCE North 31 Degrees 21 Minutes 31 Seconds East for a distance of 14.38 feet to a point; THENCE North 67 Degrees 40 Minutes 49 Seconds East for a distance of 14.23 feet to a point; THENCE South 60 Degrees 56 Minutes 10 Seconds East for a distance of 32.92 feet to a point; THENCE South 55 Degrees 54 Minutes 24 Seconds East for a distance of 36.09 feet to a point; THENCE South 11 Degrees 17 Minutes 10 Seconds East for a distance of 27.95 feet to a point; THENCE South 32 Degrees 47 Minutes 51 Seconds West for a distance of 15.14 feet to a point; THENCE South 11 Degrees 54 Minutes 42 Seconds East for a distance of 21.43 feet to a point; THENCE South 28 Degrees 24 Minutes 57 Seconds East for a distance of 33.77 feet to a point; THENCE South 57 Degrees 40 Minutes 33 Seconds East for a distance of 24.43 feet to a point; THENCE South 79 Degrees 46 Minutes 55 Seconds East for a distance of 8.47 feet to a point;

THENCE leaving said centerline creek South 02 Degrees 23 Minutes 44 Seconds East for a distance of 1060.29 feet to a point; THENCE traveling North 87 Degrees 08 Minutes 15 Seconds West for a distance of 48.10 feet to a point; THENCE along a curve to the right having a radius of 110.00 feet and an arc length of 86.39 feet being subtended by a chord bearing of North 64 Degrees 38 Minutes 15 Seconds West and a chord distance of 84.19 feet to a point; THENCE North 42 Degrees 08 Minutes 15 Seconds West for a distance of 19.39 feet to a point; THENCE along a curve to the left having a radius of 290.00 feet and an arc length of 85.86 feet being subtended by a chord bearing of North 50 Degrees 37 Minutes 08 Seconds West and a chord distance of 85.54 feet to a point; THENCE North 59 Degrees 06 Minutes 00 Seconds West for a distance of 40.85 feet to a point; THENCE along a curve to the left having a radius of 190.00 feet and an arc length of 129.95 feet being subtended by a chord bearing of North 78 Degrees 41 Minutes 37 Seconds West and a chord distance of 127.43 feet to a point; THENCE South 81 Degrees 42 Minutes 46 Seconds West for a distance of 407.62 feet to a point; THENCE along a curve to the right having a radius of 532.74 feet and an arc length of 156.84 feet being subtended by a chord bearing of North 89 Degrees 51 Minutes 12 Seconds West and a chord distance of 156.27 feet to a point; THENCE North 81 Degrees 25 Minutes 09 Seconds West for a distance of 106.01 feet to a point; THENCE along a curve to the left having a radius of 766.62 feet and an arc length of 124.19 feet being subtended by a chord bearing of North 86 Degrees 03 Minutes 37 Seconds West and a chord distance of 124.06 feet to a point; THENCE South 89 Degrees 17 Minutes 56 Seconds West for a distance of 133.13 feet to a point on the easterly right of way of Perimeter Road (80' right of way), said point marked by a ½ inch rebar pin set; THENCE traveling on said Perimeter Road right of way North 15 Degrees 56 Minutes 37 Seconds East for a distance of 515.06 feet to a point; THENCE along a curve to the left having a radius of 1049.03 feet and an arc length of 473.65 feet being subtended by a chord bearing of North 03 Degrees 00 Minutes 32 Seconds East and a chord distance of 469.63 feet to a point; THENCE along a curve to the left having a radius of 1766.51 feet and an arc length of 162.28 feet being subtended by a chord bearing of North 12 Degrees 33 Minutes 28 Seconds West and a chord distance of 162.22 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said property contains +/-37.852 Acres.

Amended 12/9/20 - 9/24/21

**Perimeter Road
Tract 2
32.956 Acres**

All that tract or parcel of land lying and being in Land Lots 372, 373, 427 and 428 of the North Half of the 13th Land District, Dawson County, Georgia and being more particularly described as follows;

To find the True Point of Beginning, commence at the intersection of Land Lots 371 and 372 and the Easterly right of way of Perimeter Road (80' right of way), said point marked by a ½ inch Rod found; Thence traveling on said Perimeter Road right of way the following three (3) courses and distances:

along a curve to the right having a radius of 1766.51 feet and an arc length of 162.28 feet being subtended by a chord bearing of South 12 Degrees 33 Minutes 28 Seconds East and a chord distance of 162.22 feet to a point; THENCE along a curve to the right having a radius of 1049.03 feet and an arc length of 473.65 feet being subtended by a chord bearing of South 03 Degrees 00 Minutes 32 Seconds West and a chord distance of 469.63 feet to a point; THENCE continuing on said right of way South 15 Degrees 56 Minutes 37 Seconds West for a distance of 650.74 feet to a point, said point marked by a ½ inch rebar pin set, said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established, North 89 Degrees 17 Minutes 56 Seconds East for a distance of 171.99 feet to a point; THENCE along a curve to the right having a radius of 636.62 feet and an arc length of 103.13 feet being subtended by a chord bearing of South 86 Degrees 03 Minutes 37 Seconds East and a chord distance of 103.02 feet to a point; THENCE South 81 Degrees 25 Minutes 09 Seconds East for a distance of 106.01 feet to a point; THENCE along a curve to the left having a radius of 662.74 feet and an arc length of 195.11 feet being subtended by a chord bearing of South 89 Degrees 51 Minutes 12 Seconds East and a chord distance of 194.41 feet to a point; THENCE North 81 Degrees 42 Minutes 46 Seconds East for a distance of 407.62 feet to a point; THENCE along a curve to the right having a radius of 60.00 feet and an arc length of 41.04 feet being subtended by a chord bearing of South 78 Degrees 41 Minutes 37 Seconds East and a chord distance of 40.24 feet to a point; THENCE South 59 Degrees 06 Minutes 00 Seconds East for a distance of 40.85 feet to a point; THENCE along a curve to the right having a radius of 160.00 feet and an arc length of 47.37 feet being subtended by a chord bearing of South 50 Degrees 37 Minutes 08 Seconds East and a chord distance of 47.20 feet to a point; THENCE South 42 Degrees 08 Minutes 15 Seconds East for a distance of 19.39 feet to a point; THENCE along a curve to the left having a radius of 240.00 feet and an arc length of 188.50 feet being subtended by a chord bearing of South 64 Degrees 38 Minutes 15 Seconds East and a chord distance of 183.69 feet to a point; THENCE South 87 Degrees 08 Minutes 15 Seconds East for a distance of 60.06 feet to a point, said point marked by a ½ inch rebar pin set; THENCE traveling South 02 Degrees 23 Minutes 44 Seconds East for a distance of 818.35 feet to a point, said point marked by a ½ inch rebar pin found; THENCE South 85 Degrees 54 Minutes 23 Seconds West for a distance of 1589.65 feet to a point on the easterly right of way of Perimeter Road (80' right of way), said point marked by a ½ inch rebar pin found;

THENCE traveling on said Perimeter Road right of way the following four (4) courses and distances:

along a curve to the right having a radius of 4750.52 feet and an arc length of 180.80 feet being subtended by a chord bearing of North 05 Degrees 58 Minutes 08 Seconds East and a chord distance of 180.79 feet to a point; THENCE along a curve to the right having a radius of 3438.13 feet and an arc length of 387.33 feet being subtended by a chord bearing of North 10 Degrees 17 Minutes 12 Seconds East and a chord distance of 387.13 feet to a point; THENCE along a curve to the right having a radius of 3438.13 feet and an arc length of 145.79 feet being subtended by a chord bearing of North 14 Degrees 43 Minutes 43 Seconds East and a chord distance of 145.78 feet to a point; THENCE North 15 Degrees 56 Minutes 37 Seconds East for a distance of 360.69 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said property contains 32.956 Acres

Amended 12/9/20 - 9/24/21



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

Zoning Amendment Application

Request # ZA- C2100043

Condition/Stipulation Change

COPY

Original ZA # _____

Applicant Name(s): Michael K Turner

Address: 1090 Oakhaven Drive City: Roswell Zip: GA

Phone: 678-570-0469 Cell Phone: _____

Signature(s) [Signature] Date 8/14/2020

Property Address: Perimeter Road

Directions to Property from City Hall: turn east on Allen St go 3/4 mile to Perimeter Rd

Tax Map # 093004001 Parcel # _____ Current Zoning**: agricultural

Land Lot(s): 370 371 372 373 427 428 District: 12th Section: _____

Subdivision Name: _____ Lot # _____

Acres: 74.865 Current Use of Property: Vacant

Has a past Request of Rezone of this property been made before? yes If yes, provide ZA # C8-00209

Withdrawn by applicant, only for 32 Acres

The applicant request:

Rezoning to zoning category: R3 Special Use permit for: _____

Proposed use of property if rezoned is: Residential

If Residential: # of lots proposed 124 Minimum lot size proposed 75x100 (Include Conceptual Plan)

Is an Amenity area proposed yes, if yes, what pool, cabana playground

If Commercial: Total Building area proposed _____ (Include Conceptual Plan)

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

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

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

Road name: Perimeter Rd/Turner Dr Type of Surface: Perimeter - paved
Turner Dr - gravel

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

[Signature]
Signature of Applicant

8/14/2020
Date

Office Use Only:

Date Completed Application Rec'd 8/21/2020 Amount Paid \$ 4691.65 Check # 11314 1139 /Cash

Date of Planning Commission Meeting: 9/14/2020 Dates Advertised: 8/26/20

Date of City Council Meeting: 11/16/2020 Dates Advertised: 8/26/20

Postponed: (YES) NO Date: 11/6/2020 Rescheduled for next Meeting: 1/9/21

Approved by Planning Commission: YES (NO) Approved by City Council: YES NO

32.939 ac
70.808 ac

withdrawn
9-27-18

11/9/20
1/9/21

Amended 12/9/2020 - 9/24/21



City of Dawsonville

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

Zoning Amendment
Authorization

Property Owner Authorization

I / We B & K Turner Family LLP hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) Perimeter Rd 093004001 as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by the request.

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

Printed Name of Applicant or Agent Michael K. Turner
Signature of Applicant or Agent [Signature] Date 70
Mailing Address 1090 Oakhaven Drive
City Roswell State GA Zip 30075
Telephone Number 678-570-0469

X P Sworn to and subscribed before me this 10 day of December 2020.

[Signature]
Notary Public, State of Georgia

My Commission Expires: 11-19-2022



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

Amended 12/9/20 - 9/24/21



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

**Zoning Amendment
Campaign Disclosure**

COPY

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

Pursuant to OCGA, Section 36-67 A-3.A, the following disclosure is mandatory when an applicant or any representation of application for rezoning has been made with two (2) years immediately preceding the filing of the applicant's request for rezoning, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application for rezoning.


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

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

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

Amount \$ _____ Date: _____

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



Signature of Applicant / Representative of Applicant

8/14/2020

Date

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

Amended 12/9/20 - 9/24/21



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

Zoning Amendment
Adjacent Property Owners

ZA# C2100043

TMP# 093-004-001

It is the responsibility of the applicant to provide a list of adjacent property owners. This list must include the name and address of anyone who has property touching your property or who has property directly across the street from your property. (Use additional sheets if necessary)

****Please note**** This information should be obtained at the Planning Office using the Tax Map Parcel Map listing any parcel(s) adjoining or adjacent to parcel where rezone is being requested.

COPY

TMP # _____ 1. Name(s): _____
Address: _____

TMP # _____ 2. Name(s): _____
Address: See Attached List

TMP # _____ 3. Name(s): _____
Address: _____

TMP # _____ 4. Name(s): _____
Address: _____

TMP # _____ 5. Name(s): _____
Address: _____

TMP # _____ 6. Name(s): _____
Address: _____

TMP # _____ 7. Name(s): _____
Address: _____

TMP # _____ 8. Name(s): _____
Address: _____

Adjacent Property Owner notification of a zoning amendment request is required.

The applicant is responsible for mailing the Public Notice (prepared by the Planning Dept.) to each adjacent property owner via Certified Mail or pays the additional postage to the City to mail.

ANX/ZA C2100043
Allen Street Properties LLC
1090 Oakhaven Drive
Roswell, GA 30075

ANX/ZA C2100043
Dawson County School District
P.O. Box X208
Dawsonville, GA 30534

ANX/ZA C2100043
GA School Board Assoc
5120 Sugarloaf PWKY
Lawrenceville, GA 30043

ANX/ZA C2100043
Perimeter Rd LLC
431 Bears Den Rd
Dahlonega, GA 30533

ANX/ZA C2100043
Marilyn Emmett
80 Turner Drive
Dawsonville, GA 30534

ANX/ZA C2100043
Elton & Sarah Jones
3100 HWY 9 South
Dawsonville, GA 30534

ANX/ZA C2100043
Wanda Goodson
P.O. Box 204
Dawsonville, GA 30534

ANX/ZA C2100043
First Baptist Church of Dawsonville
P.O. Box 1358
Dawsonville, GA 30534

ANX/ZA C2100043
Sandra Gilleland
135 Joan Lane
Dawsonville, GA 30534

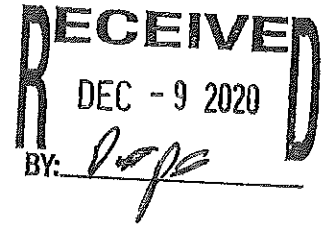
ANX/ZA C2100043
Roland Gilleland
15 Joan Lane
Dawsonville, GA 30534

Amended 12/9/20 - 9/24/21

REQUEST FOR
ANNEXATION AND REZONING ACTION
FROM CITY OF DAWSONVILLE ZONING BOARD

FOR

B & K TURNER FAMILY, LLP
70.808-ACRE SUBDIVISION ON PERIMETER ROAD



NATURE OF REQUEST

To annex and rezone a vacant 70.808-Acre Tract into the City of Dawsonville

PURPOSE OF REQUEST

To allow for development of a 124 Lot Residential Subdivision

NARRATIVE

The scope of this project is to annex and rezone a 37.852-Acre tract (Tract 1) and a 32.956-Acre tract (Tract 2), subdivided out from an existing 492 Acre Tract, into the City of Dawsonville for a proposed 124 Lot Residential Subdivision(s). There will also be a shared community amenity area. Due to challenges in topo we have shown potential borrow pit areas as part of this annexation. If at all possible, we would like to potentially covert these areas into future phased developments.

This property is a 70.808 acre tract of land, Land Lots 370, 371, 372, 373, 427 and 428, 12th District. The property is currently zoned RSR and RA. We are requesting a rezoning of R-3. Minimum lot size shall be 75'x100'. It has frontage on Perimeter Road, but we are also proposing extending Turner Drive that will serve as an 2nd access point to the subject Tract 1. Tract 2 will have two proposed access point located along the proposed Magic Dam Parkway road. It is our intent to utilize the 70.808 acres to develop the proposed 124 lot subdivision(s) and shared community amenity area. Amenity area features to be determined at a later date. At this time the proposed site plan will yield a density of 1.751 units per acre; well below the 3.00 units per acre we are requesting. Our overall goal is to develop the proposed 124 lot site plan and under a future phase(s) develop additional potential lots on the remaining vacant ground, but not exceed the maximum 212 units per acre allowed under the R-3 zoning request. The number of potential future phased lots cannot be determined at this time. Shown on the proposed site plan is a 2.577-Acre strip of land that splits Tracts 1 and Tract 2. This Strip of land is to be used for the development of the Magic Dam Parkway road (80' R/W that will remain in Dawson County) and a 50' wide strip of land privately owned by B & K Turner Family, LLLP, the current owner of the original 492-Acre Tract, that will also stay in Dawson County.

Located to the north of subject property along Perimeter Road is residential property zoned R-A. Located to the north of subject property located along the Turner Drive access is The First Baptist Church of Dawsonville. Located to the east of the subject property is residential tracts and a large tract zoned RA owned by the applicant. Dawson County High School is located to

the south. Located to the west is Perimeter Road. Proposed access into the residential subdivision will be from a proposed revised intersection located along Perimeter Road / Allen Street, a proposed entrance from Turner Drive and two proposed entrances located along the proposed Parkway Road.

Both potable water and sanitary sewer will serve this tract. Storm water detention will be provided by an onsite pond facilities.

We feel that the requested annexation and rezoning to allow for a 124 Lot residential subdivision would be an appropriate type of use for this area. It is unlikely to pose any problems for any of the neighbors. We do not believe that allowing the proposed use of this property would in any way devalue or pose hardships on any of the surrounding properties.

Amended 12/9/20 - 9/24/21

LEGEND

LEGEND

1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.

2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

3. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.

4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE CREEK UNLESS OTHERWISE NOTED.

5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT UNLESS OTHERWISE NOTED.

6. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE TRACT UNLESS OTHERWISE NOTED.

7. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR CREEK UNLESS OTHERWISE NOTED.

8. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT OR TRACT UNLESS OTHERWISE NOTED.

9. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR CREEK OR LOT OR TRACT UNLESS OTHERWISE NOTED.

10. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR CREEK OR LOT OR TRACT UNLESS OTHERWISE NOTED.

11. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR CREEK OR LOT OR TRACT UNLESS OTHERWISE NOTED.

12. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR CREEK OR LOT OR TRACT UNLESS OTHERWISE NOTED.

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14. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR CREEK OR LOT OR TRACT UNLESS OTHERWISE NOTED.

15. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR CREEK OR LOT OR TRACT UNLESS OTHERWISE NOTED.

16. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR CREEK OR LOT OR TRACT UNLESS OTHERWISE NOTED.

17. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR CREEK OR LOT OR TRACT UNLESS OTHERWISE NOTED.

18. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR CREEK OR LOT OR TRACT UNLESS OTHERWISE NOTED.

19. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR CREEK OR LOT OR TRACT UNLESS OTHERWISE NOTED.

20. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR CREEK OR LOT OR TRACT UNLESS OTHERWISE NOTED.



THIS PLAN WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, FIRM OR ENTITY NAMED IN THE CERTIFICATE RECORDS. SUCH CERTIFICATE DOES NOT EXTEND TO ANY OTHER PERSON WITHOUT AN EXPRESS REPERMITION BY THE SURVEYOR NAMED AND HEREIN.

THE CERTIFICATION AS REPRESENTED IN THIS PLAN IS A STATEMENT OF FACTS AND NOT A GUARANTEE OF ACCURACY. THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACCURACY OF THE DATA PROVIDED TO HIM BY THE CLIENT. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF THE DATA PROVIDED TO HIM BY THE CLIENT.

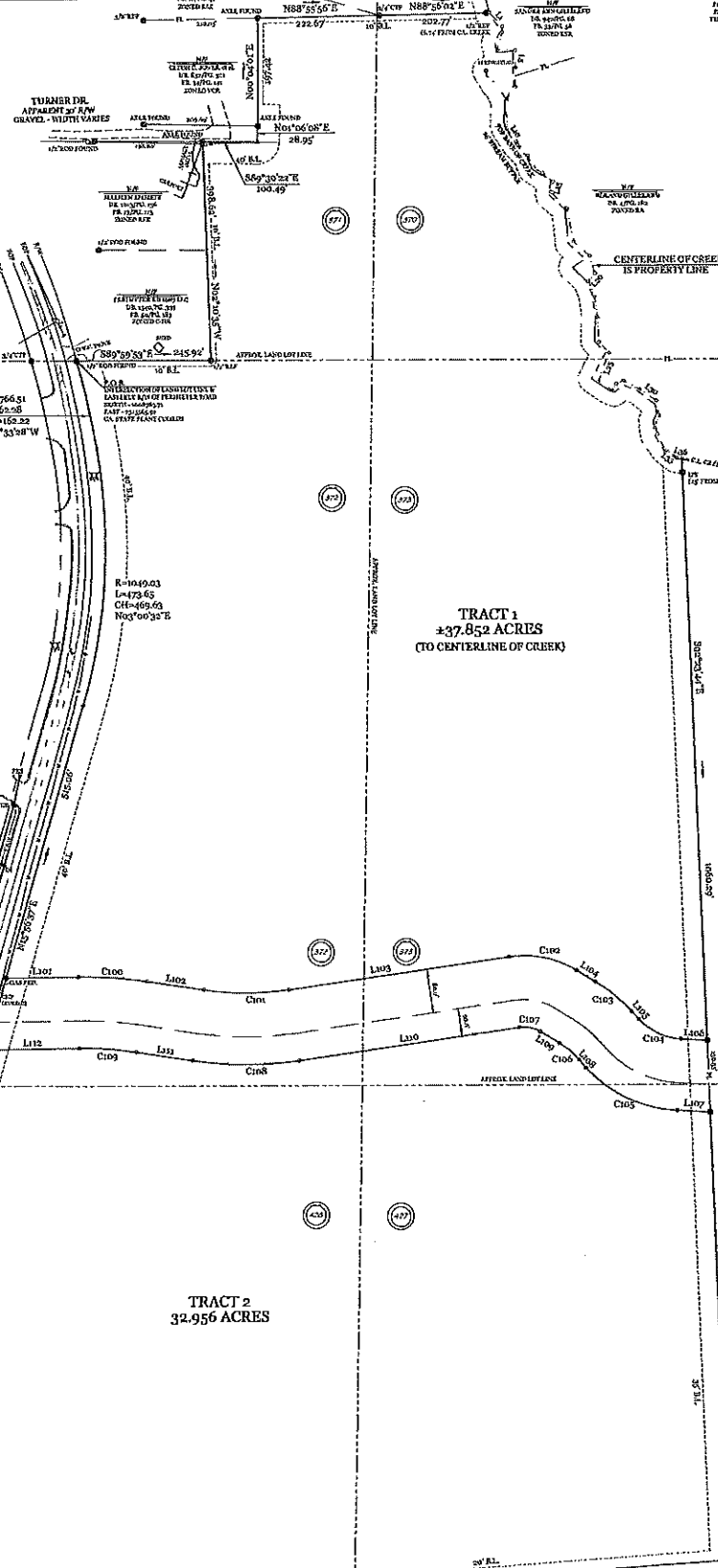
NO PORTION OF SURVEY PROPERTY LINES, WITHIN A DESIGNATED AREA, HAS BEEN RECORDED IN THE PUBLIC RECORDS. THE SURVEYOR HAS BEEN ADVISED BY THE CLIENT THAT THE RECORDED INFORMATION IS CORRECT AND COMPLETE.

A TOPCON LE-06 TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS PLAN.

THE FIELD DATA UPON WHICH THIS MAP OR PLAN IS BASED IS A COMPLETE RECORD OF THE SURVEY. THE SURVEYOR HAS BEEN ADVISED BY THE CLIENT THAT THE RECORDED INFORMATION IS CORRECT AND COMPLETE.

THE MAP OR PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOURTH OF AN INCH PER 100 FEET.

REFERENCES:
 1) LIMITED WARRANTY DEED RECORDED IN DEED BOOK 16576-293, INDEMNITY DEED RECORDED IN DEED BOOK 16576-293, INDEMNITY DEED RECORDED IN DEED BOOK 16576-293, INDEMNITY DEED RECORDED IN DEED BOOK 16576-293.



LINE TABLE

LINE	LENGTH	BEARING
L100	115.50	S89°59'51"E
L101	115.53	N88°55'50"E
L102	105.01	S81°25'03"E
L103	497.85	N88°55'50"E
L104	42.25	S89°00'00"E
L105	18.30	S42°08'18"E
L106	48.10	S87°08'15"E
L107	62.55	N57°08'15"E
L108	18.25	N42°08'15"E
L109	45.85	N39°08'15"E
L110	497.82	S89°00'00"E
L111	105.01	N81°25'03"E
L112	115.53	S88°55'50"E

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING
C100	254.84	122.19	121.94	S89°59'51"E
C101	327.74	155.81	154.27	S89°59'51"E
C102	100.00	159.85	132.41	S76°41'17"E
C103	254.80	85.24	85.24	S20°07'08"E
C104	110.00	86.19	81.19	S84°00'00"E
C105	240.50	188.10	181.50	S45°14'18"E
C106	150.00	47.37	47.30	N00°00'00"W
C107	60.00	41.21	40.84	N00°00'00"W
C108	450.71	195.11	191.41	S89°59'51"E
C109	616.62	103.53	103.92	S88°55'50"E

LINE TABLE

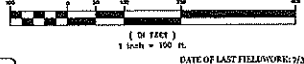
LINE	LENGTH	BEARING
L1	33.74	S42°08'18"E
L2	10.11	S01°07'43"W
L3	33.50	S14°32'27"W
L4	31.92	S87°08'15"E
L5	21.45	S01°07'43"W
L6	33.35	S00°00'00"W
L7	98.45	S33°02'57"W
L8	4.89	S11°08'15"E
L9	51.39	S01°07'43"E
L10	28.70	S15°10'14"E
L11	36.18	S89°57'03"E
L12	82.49	S55°04'00"E
L13	19.38	S59°03'01"E
L14	25.33	S11°14'47"E
L15	19.07	S13°08'15"E
L16	11.27	S14°08'34"E
L17	84.63	S15°10'16"E
L18	32.37	S47°08'15"E
L19	32.07	S70°04'00"E
L20	19.01	S45°04'45"W
L21	30.71	S01°08'12"E
L22	28.16	S08°00'00"E
L23	45.04	S02°00'00"E
L24	15.12	S43°08'36"E
L25	35.37	S10°08'12"E
L26	30.22	S89°59'51"E
L27	44.38	N11°01'01"E
L28	14.13	N57°08'15"E
L29	32.88	S08°00'00"E
L30	35.00	S55°04'00"E
L31	77.05	S11°07'10"E
L32	16.14	S33°02'57"W
L33	84.43	S11°07'10"E
L34	33.77	S48°04'00"E
L35	24.43	S87°08'15"E
L36	8.47	S99°04'05"E

TRACT 1
 ±37.852 ACRES
 (TO CENTERLINE OF CREEK)

TRACT 2
 32.956 ACRES



GRAPHIC SCALE



INFORMATION RELAYING THE REPERT RECORD, SIZE, CHARACTER AND LOCATION OF EXISTING UTILITIES AND STRUCTURES IS SHOWN IN THIS PLAN. THESE UTILITIES AND STRUCTURES ARE SHOWN AS THEY EXIST AT THE TIME OF THE SURVEY. THE SURVEYOR HAS BEEN ADVISED BY THE CLIENT THAT THE RECORDED INFORMATION IS CORRECT AND COMPLETE. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF THE DATA PROVIDED TO HIM BY THE CLIENT.

REZONING PLAN FOR:
B & K TURNER FAMILY, LLLP

GEORGIA PREMIER LAND SERVICES, INC.
 PROFESSIONAL LAND SURVEYOR
 LICENSE NO. 2990
 11/29/2020

DATE: 12/12/2020
 LAND LID: 205.272,273,274,275
 SHEET: 1 of 1

DATE OF LAST FIELD WORK: 7/3/2020

PROJECT: 20193 - PERIMETER RD (19) REZONING.DWG

**Perimeter Road
Tract 1 +/-37.852Acres**

All that tract or parcel of land lying and being in Land Lots 370, 371, 372 and 373 of the North Half of the 13th Land District, Dawson County, Georgia and being more particularly described as follows;

Beginning at the intersection of Land Lots 371 and 372 and the Easterly right of way of Perimeter Road (80' right of way), said point marked by a ½ inch Rod found; THENCE leaving said right of way and traveling on the Land Lot Line common to Land Lots 371 and 372, South 89 Degrees 59 Minutes 53 Seconds East for a distance of 245.92 feet to a point, said point marked by a ½ inch rebar pin found; THENCE leaving said Land Lot Line North 02 Degrees 10 Minutes 35 Seconds West for a distance of 398.62 feet to a point, said point marked by an Axle found; THENCE South 89 Degrees 30 Minutes 22 Seconds East for a distance of 100.49 feet to a point; THENCE North 01 Degrees 06 Minutes 08 Seconds East for a distance of 28.95 feet to a point, said point marked by an Axle found; THENCE North 00 Degrees 04 Minutes 01 Seconds East for a distance of 197.42 feet to a point, said point marked by an Axle found; THENCE North 88 Degrees 55 Minutes 56 Seconds East for a distance of 222.67 feet to a point, said point marked by a ¾ inch crimp top pipe found; THENCE North 88 Degrees 56 Minutes 02 Seconds East for a distance of 202.77 feet to a point in the centerline of a creek; THENCE traveling on said creek the following thirty-six (36) courses and distances:

South 43 Degrees 24 Minutes 16 Seconds East for a distance of 33.74 feet to a point; THENCE South 03 Degrees 27 Minutes 49 Seconds West for a distance of 10.41 feet to a point; THENCE South 14 Degrees 46 Minutes 27 Seconds West for a distance of 33.59 feet to a point; THENCE South 87 Degrees 54 Minutes 34 Seconds East for a distance of 31.95 feet to a point; THENCE South 01 Degrees 55 Minutes 32 Seconds East for a distance of 31.16 feet to a point; THENCE South 00 Degrees 02 Minutes 56 Seconds West for a distance of 35.15 feet to a point; THENCE South 36 Degrees 20 Minutes 50 Seconds West for a distance of 26.45 feet to a point; THENCE South 21 Degrees 59 Minutes 08 Seconds West for a distance of 4.19 feet to a point; THENCE South 01 Degrees 23 Minutes 05 Seconds East for a distance of 51.39 feet to a point; THENCE South 36 Degrees 11 Minutes 04 Seconds East for a distance of 28.79 feet to a point; THENCE South 39 Degrees 57 Minutes 03 Seconds East for a distance of 34.18 feet to a point; THENCE South 25 Degrees 14 Minutes 03 Seconds East for a distance of 24.29 feet to a point; THENCE South 59 Degrees 25 Minutes 33 Seconds East for a distance of 19.36 feet to a point; THENCE South 51 Degrees 41 Minutes 47 Seconds East for a distance of 25.33 feet to a point; THENCE South 12 Degrees 28 Minutes 30 Seconds West for a distance of 19.07 feet to a point; THENCE South 44 Degrees 35 Minutes 34 Seconds East for a distance of 41.47 feet to a point; THENCE South 12 Degrees 33 Minutes 16 Seconds East for a distance of 61.63 feet to a point; THENCE South 47 Degrees 50 Minutes 05 Seconds East for a distance of 39.37 feet to a point; THENCE South 17 Degrees 24 Minutes 49 Seconds East for a distance of 32.97 feet to a point; THENCE South 38 Degrees 35 Minutes 45 Seconds West for a distance of 19.01 feet to a point; THENCE South 21 Degrees 51 Minutes 22 Seconds East for a distance of 30.73 feet to a point; THENCE South 08 Degrees 14 Minutes 26 Seconds East for a distance of 38.16 feet to a point; THENCE South 02 Degrees 50 Minutes 11

Seconds East for a distance of 45.04 feet to a point; THENCE South 43 Degrees 16 Minutes 26 Seconds East for a distance of 26.42 feet to a point; THENCE South 20 Degrees 08 Minutes 22 Seconds West for a distance of 55.37 feet to a point; THENCE South 56 Degrees 50 Minutes 55 Seconds East for a distance of 30.32 feet to a point; THENCE North 31 Degrees 21 Minutes 31 Seconds East for a distance of 14.38 feet to a point; THENCE North 67 Degrees 40 Minutes 49 Seconds East for a distance of 14.23 feet to a point; THENCE South 60 Degrees 56 Minutes 10 Seconds East for a distance of 32.92 feet to a point; THENCE South 55 Degrees 54 Minutes 24 Seconds East for a distance of 36.09 feet to a point; THENCE South 11 Degrees 17 Minutes 10 Seconds East for a distance of 27.95 feet to a point; THENCE South 32 Degrees 47 Minutes 51 Seconds West for a distance of 15.14 feet to a point; THENCE South 11 Degrees 54 Minutes 42 Seconds East for a distance of 21.43 feet to a point; THENCE South 28 Degrees 24 Minutes 57 Seconds East for a distance of 33.77 feet to a point; THENCE South 57 Degrees 40 Minutes 33 Seconds East for a distance of 24.43 feet to a point; THENCE South 79 Degrees 46 Minutes 55 Seconds East for a distance of 8.47 feet to a point;

THENCE leaving said centerline creek South 02 Degrees 23 Minutes 44 Seconds East for a distance of 1060.29 feet to a point; THENCE traveling North 87 Degrees 08 Minutes 15 Seconds West for a distance of 48.10 feet to a point; THENCE along a curve to the right having a radius of 110.00 feet and an arc length of 86.39 feet being subtended by a chord bearing of North 64 Degrees 38 Minutes 15 Seconds West and a chord distance of 84.19 feet to a point; THENCE North 42 Degrees 08 Minutes 15 Seconds West for a distance of 19.39 feet to a point; THENCE along a curve to the left having a radius of 290.00 feet and an arc length of 85.86 feet being subtended by a chord bearing of North 50 Degrees 37 Minutes 08 Seconds West and a chord distance of 85.54 feet to a point; THENCE North 59 Degrees 06 Minutes 00 Seconds West for a distance of 40.85 feet to a point; THENCE along a curve to the left having a radius of 190.00 feet and an arc length of 129.95 feet being subtended by a chord bearing of North 78 Degrees 41 Minutes 37 Seconds West and a chord distance of 127.43 feet to a point; THENCE South 81 Degrees 42 Minutes 46 Seconds West for a distance of 407.62 feet to a point; THENCE along a curve to the right having a radius of 532.74 feet and an arc length of 156.84 feet being subtended by a chord bearing of North 89 Degrees 51 Minutes 12 Seconds West and a chord distance of 156.27 feet to a point; THENCE North 81 Degrees 25 Minutes 09 Seconds West for a distance of 106.01 feet to a point; THENCE along a curve to the left having a radius of 766.62 feet and an arc length of 124.19 feet being subtended by a chord bearing of North 86 Degrees 03 Minutes 37 Seconds West and a chord distance of 124.06 feet to a point; THENCE South 89 Degrees 17 Minutes 56 Seconds West for a distance of 133.13 feet to a point on the easterly right of way of Perimeter Road (80' right of way), said point marked by a ½ inch rebar pin set; THENCE traveling on said Perimeter Road right of way North 15 Degrees 56 Minutes 37 Seconds East for a distance of 515.06 feet to a point; THENCE along a curve to the left having a radius of 1049.03 feet and an arc length of 473.65 feet being subtended by a chord bearing of North 03 Degrees 00 Minutes 32 Seconds East and a chord distance of 469.63 feet to a point; THENCE along a curve to the left having a radius of 1766.51 feet and an arc length of 162.28 feet being subtended by a chord bearing of North 12 Degrees 33 Minutes 28 Seconds West and a chord distance of 162.22 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said property contains +/-37.852 Acres.

Amended 12/9/20 - 9/24/21

**Perimeter Road
Tract 2
32.956 Acres**

All that tract or parcel of land lying and being in Land Lots 372, 373, 427 and 428 of the North Half of the 13th Land District, Dawson County, Georgia and being more particularly described as follows;

To find the True Point of Beginning, commence at the intersection of Land Lots 371 and 372 and the Easterly right of way of Perimeter Road (80' right of way), said point marked by a ½ inch Rod found; Thence traveling on said Perimeter Road right of way the following three (3) courses and distances:

along a curve to the right having a radius of 1766.51 feet and an arc length of 162.28 feet being subtended by a chord bearing of South 12 Degrees 33 Minutes 28 Seconds East and a chord distance of 162.22 feet to a point; THENCE along a curve to the right having a radius of 1049.03 feet and an arc length of 473.65 feet being subtended by a chord bearing of South 03 Degrees 00 Minutes 32 Seconds West and a chord distance of 469.63 feet to a point; THENCE continuing on said right of way South 15 Degrees 56 Minutes 37 Seconds West for a distance of 650.74 feet to a point, said point marked by a ½ inch rebar pin set, said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established, North 89 Degrees 17 Minutes 56 Seconds East for a distance of 171.99 feet to a point; THENCE along a curve to the right having a radius of 636.62 feet and an arc length of 103.13 feet being subtended by a chord bearing of South 86 Degrees 03 Minutes 37 Seconds East and a chord distance of 103.02 feet to a point; THENCE South 81 Degrees 25 Minutes 09 Seconds East for a distance of 106.01 feet to a point; THENCE along a curve to the left having a radius of 662.74 feet and an arc length of 195.11 feet being subtended by a chord bearing of South 89 Degrees 51 Minutes 12 Seconds East and a chord distance of 194.41 feet to a point; THENCE North 81 Degrees 42 Minutes 46 Seconds East for a distance of 407.62 feet to a point; THENCE along a curve to the right having a radius of 60.00 feet and an arc length of 41.04 feet being subtended by a chord bearing of South 78 Degrees 41 Minutes 37 Seconds East and a chord distance of 40.24 feet to a point; THENCE South 59 Degrees 06 Minutes 00 Seconds East for a distance of 40.85 feet to a point; THENCE along a curve to the right having a radius of 160.00 feet and an arc length of 47.37 feet being subtended by a chord bearing of South 50 Degrees 37 Minutes 08 Seconds East and a chord distance of 47.20 feet to a point; THENCE South 42 Degrees 08 Minutes 15 Seconds East for a distance of 19.39 feet to a point; THENCE along a curve to the left having a radius of 240.00 feet and an arc length of 188.50 feet being subtended by a chord bearing of South 64 Degrees 38 Minutes 15 Seconds East and a chord distance of 183.69 feet to a point; THENCE South 87 Degrees 08 Minutes 15 Seconds East for a distance of 60.06 feet to a point, said point marked by a ½ inch rebar pin set; THENCE traveling South 02 Degrees 23 Minutes 44 Seconds East for a distance of 818.35 feet to a point, said point marked by a ½ inch rebar pin found; THENCE South 85 Degrees 54 Minutes 23 Seconds West for a distance of 1589.65 feet to a point on the easterly right of way of Perimeter Road (80' right of way), said point marked by a ½ inch rebar pin found;

THENCE traveling on said Perimeter Road right of way the following four (4) courses and distances:

along a curve to the right having a radius of 4750.52 feet and an arc length of 180.80 feet being subtended by a chord bearing of North 05 Degrees 58 Minutes 08 Seconds East and a chord distance of 180.79 feet to a point; **THENCE** along a curve to the right having a radius of 3438.13 feet and an arc length of 387.33 feet being subtended by a chord bearing of North 10 Degrees 17 Minutes 12 Seconds East and a chord distance of 387.13 feet to a point; **THENCE** along a curve to the right having a radius of 3438.13 feet and an arc length of 145.79 feet being subtended by a chord bearing of North 14 Degrees 43 Minutes 43 Seconds East and a chord distance of 145.78 feet to a point; **THENCE** North 15 Degrees 56 Minutes 37 Seconds East for a distance of 360.69 feet to a point, said point being **THE TRUE POINT OF BEGINNING.**

Said property contains 32.956 Acres

City Council:
John Walden
Caleb Phillips
William Ilg
Mark French



Michael Eason
Mayor

Robert Bolz
City Manager

Beverly Banister
City Clerk

David Picklesimer
Planning Director

Stacy Harris
Zoning Admin Assistant

Planning Commission:

Matt Fallstrom
Randy Davis
Anna Tobolski
Sandy Sawyer

415 Highway 53 East, Suite 100
Dawsonville, GA 30534
Office (706)265-3256 Fax (706)265-4214
www.dawsonville.com

PUBLIC NOTICE

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

ANX C2100043 and ZA C2100043: Allen Street Properties, LLC and B & K Turner Family, LLP have petitioned to annex into the city limits of Dawsonville the **70.808 acres (amended application)** tract known as a portion of TMP 093 004 001, located at Perimeter Road, with a request to rezone from County Zoning of RSR (Residential Sub Rural) and RA (Restricted Agriculture) to City Zoning of R3 (Single Family Residential). Public Hearing Dates: Planning Commission on September 13, 2021 and City Council on October 4, 2021. City Council for a decision on October 18, 2021.

VAR C2200007: SDH Atlanta, LLC has requested the following variance for TMP 093 006 008 Located at 112 Kenneth Drive; requesting a special exception regarding a driveway grade. Public Hearing Date: Planning Commission on September 13, 2021.

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

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

PUBLIC NOTICE ON ZONING

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

THE APPLICATION IS FOR:

ANX/ZA C2100043

HEARINGS WILL BE HELD BY:

PLANNING COMMISSION:

CITY COUNCIL:

DATE: **9-13-21**

DATE: **10-04-21**

TIME: **5:30 PM**

TIME: **5 PM**

HEARING LOCATION: **5 PM**

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

FOR ADDITIONAL INFORMATION CALL
CITY PLANNING & ZONING DEPT AT 706-265-3256

THIS SIGN NOT TO BE REMOVED

**PUBLIC NOTICE
ON ZONING**

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

THE APPLICATION IS FOR:
ANX/ZA-C2100043

HEARINGS WILL BE HELD BY:

PLANNING COMMISSION:	CITY COUNCIL:
DATE: 9-13-21	DATE: 10-04-21
TIME: 5:30PM	TIME: 5 PM

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

FOR ADDITIONAL INFORMATION CALL
CITY PLANNING & ZONING DEPT AT 706-233-5277

THIS SIGN NOT TO BE REMOVED WITHOUT PERMISSION

PUBLIC NOTICE ON ZONING

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

THE APPLICATION IS FOR:
ANX/ZA C2100043

HEARINGS WILL BE HELD BY:

PLANNING COMMISSION:	CITY COUNCIL:
DATE: 9-13-21	DATE: 10-04-21
TIME: 5:30 PM	TIME: 5 PM

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

FOR ADDITIONAL INFORMATION CALL
CITY PLANNING & ZONING DEPT AT 706-265-3256

THIS SIGN NOT TO BE REMOVED WITHOUT AUTHORIZATION

on September 21, 2021 at 6:00 p.m. in the DAWSON COUNTY GOVERNMENT CENTER, ASSEMBLY ROOM 2303 located at 25 JUSTICE WAY, Dawsonville, Georgia: Application for Variance: VR 21-15 Jim King is requesting to vary from the Dawson County Land Use Resolution Article III Section 308 C.6.B driveway width increase from 10' to 20'. TMP 114-033-005 Dawson Forest Rd. If you have any questions or concerns regarding this application or need special accommodations, please contact Harmony Gee, Zoning Administrator at 706-344-3500, ext. 42336. All interested parties are invited to attend and be heard. If you should wish to speak in favor or opposition to the above listed application, please contact this office for a Campaign Disclosure Form. This must be completed and filed with this office prior to the meeting date. This is only necessary if you have made campaign contributions in the amount of \$250.00 or more within 2 years prior to this date.

55784 9/1

PUBLIC NOTICE

The following public hearings will be heard by the City of Dawsonville Planning Commission at 5:30 p.m. and/or the City Council beginning at 5:00 p.m. respectively on the dates indicated below. Public hearings are heard in the Council Chambers on the second floor at City Hall located at 415 Hwy 53 East, Dawsonville, Georgia 30534. The public is invited to participate. ANX C2100043 and ZA C2100043: Allen Street Properties, LLC and B & K Turner Family, LLP have petitioned to annex into the city limits of Dawsonville the 70.808 acres (amended application) tract known as a portion of TMP 093 004 001, located at Perimeter Road, with a request to rezone from County Zoning of RSR (Residential Sub Rural) and

RA (Restricted Agriculture) to City Zoning of R3 (Single Family Residential). Public Hearing Dates: Planning Commission on September 13, 2021 and City Council on October 4, 2021. City Council for a decision on October 18, 2021. VAR C2200007: SDH Atlanta, LLC has requested the following variance for TMP 093 006 008 Located at 112 Kenneth Drive; requesting a special exception regarding a driveway grade. Public Hearing Date: Planning Commission on September 13, 2021. If you wish to speak on the requests, please contact City Hall for a CAMPAIGN DISCLOSURE form. This form is only needed if you have made campaign contributions in the amount of \$250.00 or more within 2 years prior to this date. Those persons with disabilities who require reasonable accommodations in order to allow them to observe and/or participate in this meeting or who have questions regarding the accessibility of the meeting, should contact the Clerk at Dawsonville City Hall at 706-265-3256 at least two (2) business days prior to the meeting.

55554 8/25,9/1

Public Notice: The Dawson County Board of Commissioners will hear public input in regards to a Hotel-Motel Tax Ordinance Update at its regular meeting at 6 p.m. September 16, 2021, at the Dawson County Government Center, Assembly Room 2303, located at 25 Justice Way, Dawsonville, Georgia. If you have any questions or concerns regarding this or need special accommodations, please contact County Clerk Kristen Cloud at 706-344-3501, ext. 42235. All interested parties are invited to attend and be heard.

55790 9/1,8

Public Sales Auctions

PUBLIC SALE AUCTION
Auction to begin September 14 to 21st
Byrds Mini Storage
Dawson 400
B40. Gordon Brossard
D34. David Whitmire
G31. Justin nikki Baumgarter
I01. Tonya Pruitt
55702 9/1,8

Probate Notices

IN THE PROBATE COURT OF DAWSON COUNTY STATE OF GEORGIA
IN RE: ESTATE OF STANLEY NEAL LANGSTON DECEASED
ESTATE NO. 2021-ES-121
PETITION FOR LETTERS OF ADMINISTRATION NOTICE and to whom it may concern:
Gregory Van Langston has petitioned for Gregory Van Langston to be appointed administrator(s) of the estate of STANLEY NEAL LANGSTON deceased, of said county. (The petitioner has also applied for waiver of bond, waiver of reports, waiver of statements, and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested persons are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before September 13th 2021
BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be (scheduled at a later date). If no objections are filed, the petition may be granted without a hearing.

Jude Jennifer Burt
Judge of the Probate Court
By: Allie Phillips
25 Justice Way, Suite 4332
Dawsonville, GA 30534
(706)344-3580
55444 8/18,25,9/1,8

IN THE PROBATE COURT OF DAWSON COUNTY STATE OF GEORGIA
IN RE: ESTATE OF DALE LEARY CHENEY DECEASED
ESTATE NO. 2021-ES-119
PETITION FOR LETTERS OF ADMINISTRATION NOTICE and to whom it may concern:
Melanie Joy Buhl has petitioned for Melanie Joy Buhl to be appointed administrator(s) of the estate of DALE LEARY CHENEY deceased, of said county. (The petitioner has also applied for waiver of bond, waiver of reports, waiver of statements, and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested persons are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before September 13th, 2021
BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be (scheduled at a later date). If no objections are filed, the petition may be granted without a hearing.
Judge Jennifer Burt
Judge of the Probate Court
By Allie Phillips
Clerk of the Probate Court
25 Justice Way, Suite 4332
Dawsonville, GA 30534
(706)344-3580
55442 8/18,25,9/1,8

IN THE PROBATE COURT OF DAWSON COUNTY STATE OF GEORGIA
IN RE: ESTATE OF GABRIEL BLACKSTONE MINOR
ESTATE NO. 2021-GM-124
Date of mailing, if any
_TO: Katlyn Jean Arnold
NOTICE
Date of second publication, if any September 8, 2021
To Katlyn Jean Arnold
YOU are hereby notified that Daniel Joseph Blackstone and Amanda Miheelle Blackstone has filed a Petition seeking to be appointed temporary guardian(s) of the above-named Minor. All objections to the Petition to the appointment of a temporary guardian or the appointment of the Petitioner(s) as temporary guardian(s), must be in writing, setting forth the grounds of any such objections, and be filed with this Court no later than fourteen (14) days after this notice is mailed, or ten (10) days after this notice is personally served upon you, or ten (10) days after the second publication of this notice if you are served by publication. All objections should be sworn to before a notary public or Georgia probate court clerk and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel for the required amount of filing fees.
NOTE: If a natural guardian files a timely objection to the creation of the temporary guardianship, the Petition will be dismissed. If a natural guardian files an objection to the appointment of the Petitioner(s) as guardian(s), or if a parent who is not a natural guardian files an objection to the Petition, a hearing on the matter shall be (scheduled at a later date). If no objection is filed, the Petition may be granted without a hearing.
Judge Jennifer Burt
Judge of the Probate Court
By Allie Phillips

Clerk of
25 Justice
Dawson
(706)344-
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DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 14

SUBJECT: AGREEMENT TO PARTICIPATE IN THE LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

CITY COUNCIL MEETING DATE: 10/18/2021

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 TO PARTICIPATE IN LIHWAP

HISTORY/ FACTS / ISSUES:

- **LEGISLATION PASSED TO PROVIDE ASSISTANCE TO ELIGIBLE RESIDENTS FOR WATER/WASTEWATER UTILITY BILLS**
- **PAYMENTS ARE MADE DIRECTLY TO THE SERVICE PROVIDER (SIGNED AGREEMENT REQUIRED)**
- **ELIGIBILITY IS DETERMIND BY OUR LOCAL COMMUNITY ACTION AGENCY WHICH IS THE NINTH DISTRICT OPPORTUNITY**
- **PROGRAM IS SIMILAR TO LIHEAP – LOW INCOME HOME ENERGY ASSISTANCE PROGRAM**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

APPROVE AS PRESENTED

REQUESTED BY: Beverly Banister, City Clerk



AGREEMENT
BETWEEN
THE GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY
AND CHILDREN SERVICES

AND

[Name of Home Water Supplier]

FOR

THE LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

This Agreement (“Agreement”) is made and entered into by and between the Georgia Department of Human Services, Division of Family and Children Services (“DHS-DFCS”) and **[Name of Home Water Supplier]** (“Home Water Supplier”), each individually a “Party” and collectively referred to as the “Parties” and shall be effective upon the date of last signature by the authorized representatives of the Parties (“Effective Date”).

WHEREAS, DHS is the State agency that administers and sets parameters for a statewide system of programs and services that provide public assistance to the disadvantaged, disabled and elderly residents of the State of Georgia (the “State”) through a network of other agencies and organizations, pursuant to O.C.G.A. § 49-2-1 et seq.;

WHEREAS, Home Water Supplier refers to any private or public entity in the business of supplying water for human consumption and/or wastewater related services to customers through public water systems, such as pipelines.

WHEREAS, DHS and Home Water Supplier are empowered to enter into this Agreement pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I, as an intergovernmental agreement.

WHEREAS, DHS and Home Water Supplier enter this Agreement for the provision of federal funds to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, and rate reduction to assist low-income households with water and wastewater reconnection and ongoing services for households eligible for the Low-Income Household Water Assistance Program (“LIHWAP”). The term “arrearage” includes any past due balance on an account.

WHEREAS, DHS operates LIHWAP in accordance with Term Eleven in the Supplemental Terms and Conditions, incorporated in this Agreement as **Attachment A**, as set forth by the United States Department of Health and Human Services' Administration for Children and Families, Office of Community Services. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic with the public health focus of ensuring that eligible low-income households have access to drinking water and wastewater services.

WHEREAS, DHS and Home Water Supplier acknowledge that the services provided under this Agreement are governed by and subject to the federal and state laws and regulations in accordance with LIHWAP and its Supplemental Terms and Conditions (**Attachment A**).

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PARTIES' JOINT RESPONSIBILITIES

The Parties agree to:

1.1. Maintain regular communication with each other, in all matters, as needed throughout the duration of the Agreement.

1.2. Work in partnership with each other and with each Party's authorized representatives and contractors in the provision of the services and such other goals as may be mutually agreed upon by the Parties.

1.3. Provide information and documentation as reasonably necessary to meet the obligations of this Agreement.

1.4. Cooperate in good faith with any audit or financial reviews conducted by the other Party or any other authorized entity regarding this Agreement. This includes maintaining and providing information descriptive of the services required under this Agreement necessary for the other Party to meet any reporting requirements imposed by State or federal law.

2. HOME WATER SUPPLIER RESPONSIBILITIES

Home Water Supplier agrees to:

General:

2.1. Provide DHS-DFCS a copy of the Employer Identification Number document, which was issued to the Home Water Supplier and which displays the number used by the IRS as the Home Water Supplier's tax identification number.

2.2. Provide DHS-DFCS with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding LIHWAP household accounts, including but not limited to bills, payments, and services.

2.3. Notify DHS-DFCS immediately when the tax identification number is changed. A new W-9 form will be completed and returned to DHS-DFCS.

2.4. Notify DHS-DFCS within 10 days when the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes.

2.5. For privately owned Water Companies: Notify DHS-DFCS if the Home Water Supplier owner or an employee of the Home Water Supplier is also employed by DHS-DFCS or a member of his/her immediate family is employed by the DHS-DFCS. ("Immediate family" means either a spouse or any other person who resides in the same household as the owner/employee and who is a dependent of the owner.)

2.6. For the purpose of monitoring compliance with this Agreement and LIHWAP program compliance, the Home Water Supplier agrees to allow representatives of the Community Action Agency and DHS-DFCS access to all account information for the LIHWAP recipients.

2.7. The provisions found at Section 5 of this Agreement are hereby incorporated.

Financial Information/Billing:

2.8. Provide drinking water and/or wastewater services to each eligible and approved residential household, for which payment is provided under this Agreement.

2.9. Charge LIHWAP households using the Home Water Supplier's normal billing process.

2.10. Apply LIHWAP funds for currently open/active accounts, only, as follows:

2.10.1. Do not apply LIHWAP funds to any closed/inactive accounts.

2.10.2. If there is an arrearage on an open/active account, apply all LIHWAP funds to the arrearage on the account first. All remaining payment shall be applied to the customer's current account balance, which may result in a credit on the account. If the water services have been disconnected, the Home Water Supplier agrees to restore water services within 10 business days upon the receipt of the payment from LIHWAP.

2.10.3. If there are no arrears on an open/active account, apply all LIHWAP funds to the customer's current account balance, which may result in a credit on the account.

2.10.4. Charge all LIHWAP households the same rate for home drinking water and/or wastewater services that the Home Water Supplier bills to non-LIHWAP households.

2.10.5. Do not apply LIHWAP payments to account balances that have previously been written off.

2.10.6. Do not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts.

2.10.7. Post all payments to customer accounts within 5 business days of receiving the payment.

2.10.8. Clearly notate and distinguish on all LIHWAP household accounts, the LIHWAP funds that are applied to the account.

2.10.9. After LIHWAP funds are applied to an account, include on the customer's next billing statement information concerning all LIHWAP funds applied to the account.

2.11. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to DHS-DFCS.

2.12. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.

2.13. Cooperate with any Federal, State, or local investigation, audit, or program review. Allow DHS-DFCS representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.

2.14. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.

2.15. Take corrective action in the timeframe specified by the DHS-DFCS if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Home Water Supplier into compliance.

2.16. Understand that failure to implement corrective actions may result in the immediate disqualification from participation in the LIHWAP.

Data Collection:

2.17. DHS-DFCS requires the Home Water Supplier to maintain data regarding performance measures, which includes but may not be limited to:

2.17.1. Written information to DHS-DFCS on an eligible household's home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods even when it may be from a prior occupant household. If the eligible household has been a customer for less than 12 months, the Home Energy Supplier will provide LIHEAP with the requested data and include the number of months that the data supports.

2.17.2. The itemized amount, cost, and type of water assistance and services provided for eligible households approved for assistance under this award.

2.17.3. The type of water assistance used by the eligible household, i.e., drinking

water, wastewater etc.

2.17.4. The impact of the LIHWAP benefit on the LIHWAP household (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).

2.18. The performance measures data must be provided at no cost to DHS-DFCS nor the account holder and provided to DHS-DFCS within a timeframe specified by DHS-DFCS. Additionally, the performance measures data must be provided in the format requested by DHS-DFCS (or an authorized agent for the DHS-DFCS) for the purposes of verification, research, evaluation, analysis, and reporting. Prior to requesting performance measures data, DHS-DFCS will obtain authorization for release of information from the LIHWAP applicant.

3. DHS-DFCS RESPONSIBILITIES

DHS-DFCS agrees to:

3.1. DHS-DFCS will evaluate the relationship to determine if there is a conflict of interest that will preclude the Home Water Supplier from providing LIHWAP services to a designated locality(s). (Conflict of Interest is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.)

3.2. Not serve as the Home Water Supplier for a household in which s/he is a current recipient of assistance from the LIHWAP. (For these purposes, current will be defined as during the present federal fiscal year. Applies to privately owned Water Companies).

3.3. Not serve as the Home Water Supplier for a dwelling/property that s/he owns. (Applies to privately owned Water Companies).

4. TERM

4.1. This Agreement shall begin on the Effective Date and shall continue until September 30, 2022 ("Initial Term"), unless terminated earlier pursuant to **Section 7, Termination**; provided, however, that termination or expiration of this Agreement shall not affect any obligations, representations, or warranties, which by their nature survive termination or expiration. Thereafter, this Agreement may be renewed by the Parties for an additional term, which shall begin on October 1 and end at midnight on September 30, of the following year ("Renewal Option") as follows:

Initial Term: Effective Date – September 30, 2022

Renewal Option: October 1, 2022 – September 30, 2023

4.2. The terms and conditions in effect at the time of the renewal shall apply to each renewal term. DHS-DFCS shall send Home Water Supplier written notice memorializing the Parties' intent to exercise a renewal option under this Agreement. Renewal is not automatic.

5. PAYMENT

5.1. All funds for payment made pursuant to this Agreement will be paid directly to the Home Water Supplier by a DHS-DFCS contracted Community Action Agency, as outlined in this Agreement. “Responsibilities of the Community Action Agency” are detailed in **Attachment B** of this Agreement.

5.2. If a Community Action Agency notifies the Home Water Supplier that a payment is a duplicate or was sent in error, the refund check must be made payable to the Community Action Agency within 10 business days of notification. The Home Water Supplier shall refund only the portion of the payment that was a duplicate or the portion of the payment that was sent in error. Do not return the entire check.

5.3. If the Home Water Supplier receives notification that a LIHWAP payment has not posted to the correct account, the Home Water Supplier must credit the LIHWAP payment to the correct account within 5 business days.

6. RELATIONSHIP OF THE PARTIES

6.1. Neither Party is an agent, employee, assignee or servant of the other. It is expressly agreed that this Agreement is not to be construed as creating a partnership, joint venture, master-servant, principal-agent, or other relationship for any purpose whatsoever. Furthermore, neither Party is authorized to or has the power to obligate or bind the other by contract, agreement, warranty, representation or otherwise in any manner whatsoever.

7. TERMINATION

7.1. This Agreement may be cancelled or terminated, in whole or in part:

7.1.1. For convenience of either Party upon delivery of thirty (30) calendar days’ written notice of intent to do so, signed by a duly authorized representative of either Party;

7.1.2. By operation of law or act of the General Assembly, so as to render the fulfillment of the Agreement infeasible; and

7.1.3. In the event sufficient appropriated, otherwise obligated funds no longer exist for the payment of a Party’s obligations hereunder.

7.2. In the event of termination of this Agreement for any reason, the Parties shall remain liable for only those amounts, if any, incurred up to and including the termination date, subject to appropriations and the payment terms of this Agreement. If the Parties fail to agree in whole or in parts as to the amounts with respect to monies to be paid in connection with the total or partial termination, **Section 13, *Dispute Resolution***, shall govern.

8. DEFAULT

8.1. If there is an event of default, the non-defaulting Party shall provide written notice thereof requesting that the breach or noncompliance be remedied within the time period specified in the notice. If the breach or noncompliance is not remedied by such date, the non-defaulting Party may immediately terminate this Agreement, in whole or in part, without additional written notice.

9. LIMITATION OF LIABILITY

9.1. No civil action may be brought under this Agreement by one Party against the other Party.

9.2. DHS-DFCS shall not be held liable for claims arising solely from the acts, omissions or negligence of Home Water Supplier. Home Water Supplier shall not be held liable for claims arising solely from the acts, omissions or negligence of DHS-DFCS.

10. CONFIDENTIALITY AND PERSONAL HEALTH INFORMATION

10.1. All Parties herein shall abide by all state and federal laws, rules and regulations, and DHS policy on respecting confidentiality of an individual's records. The Parties herein further agree not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/client/customer, or responsible parent or guardian.

10.2. Pursuant to 45 C.F.R § 160.103, the Parties agree that DHS-DFCS is a "covered entity" as defined by the federal Standards for Privacy of Individually Identifiable Health Information. DHS-DFCS from time to time may disclose "protected health information" ("PHI") to carry out the functions of this Agreement. These disclosures relate to PHI created or acquired by DHS-DFCS in connection with programs it administers.

10.3. PHI disclosed pursuant to this Agreement is confidential information and will be subject to appropriate safeguards while in DHS-DFCS possession. PHI will not be re-disclosed by DHS-DFCS or its employees without the written consent of the individual to whom the PHI relates or that individual's authorized representative, except as may be required by compulsory legal process. PHI will be retained by DHS-DFCS as required by law and, as appropriate, will be destroyed only in accordance with approved records retention schedules.

10.4. DHS-DFCS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (hereinafter referred to as 'HIPAA'), to obtain satisfactory assurances that its Business Associates will provide appropriate safeguards to ensure the security, confidentiality and integrity of PHI that a Business Associate may receive or create on behalf of DHS-DFCS pursuant to this Agreement, and to document those assurances by entering into a Business Associate Agreement with certain entities that provide activities and/or services involving the use of PHI.

10.5. The Home Water Supplier who utilizes, accesses, or stores personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify DHS-DFCS of any breach or suspected breach in the security of such information. The Home Water Supplier shall allow DHS-DFCS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.

11. NOTICE

11.1. All notices, requests, or other communications (excluding invoices) under this Agreement shall be in writing and either transmitted via overnight courier, electronic mail, hand deliver or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received.

DHS-DFCS:

Project Leader

Cynthia Bryant, MPH
LIHEAP/CSBG/LIHWAP Unit Manager
2 Peachtree Street
Suite 21-253
Atlanta, GA 30303
(404) 463-1679
Cynthia.Bryant@dhs.ga.gov

Contracts Administrator

Contracts Manager
Office of Procurement, Contracts and Vendor Management
2 Peachtree Street, NW
Suite 27-214
Atlanta, Georgia 30303
(404) 656-4861
(770) 359-3276 (fax)

Home Water Supplier

Refer to Attachment C for the Home Water Supplier's contact information.

11.2. In the event a Party decides to identify a new or additional point-of-contact, said Party shall send written notification to the other Party identifying, the name, title, and address of the new point-of-contact. Identification of a new point-of-contact is not considered an amendment to this Agreement.

12. AMENDMENTS IN WRITING

12.1. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no amendment, modification or alteration of this Agreement will be valid or effective unless such modification is made in writing and signed by both Parties and affixed to this Agreement as an amendment. Except for the specific provisions of the Agreement which are amended, the Agreement remains in full force and effect after such amendment.

13. COMPLIANCE WITH APPLICABLE LAWS

13.1. The Parties agree to comply and abide by all federal and state laws, rules, statutes, case law, precedent, policies, or procedures that may govern the Agreement, or any of the Parties' responsibilities. To the extent that applicable federal and state laws, rules, regulations, statutes, case law, precedent, policies, or procedures - either those in effect at the time of the execution of this Agreement, or those which become effective or are amended during the life of the Agreement - require a Party to take action or inaction, any costs, expenses, or fees associated with that action or inaction shall be borne and paid by said Party.

14. ASSIGNMENT

14.1. No Party may assign this Agreement, in whole or in part, without prior written consent of the other Party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect. If requested by DHS-DFCS, the Home Water Supplier shall furnish DHS-DFCS the names, qualifications, and experience of their proposed subcontractors. The Home Water Supplier shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.

15. DISPUTE RESOLUTION

15.1. The Parties shall cooperate with each other in good faith and agree to amicably settle any differences expediently through negotiations. Outstanding issues shall be resolved between departmental unit management as appropriate. If no resolution can be reached at the appropriate unit level, the issue will be escalated to upper/ senior management for resolution. If no resolution can be reached at the upper/senior management level, the issue will be escalated to the commissioner level for resolution.

16. MISCELLANEOUS PROVISIONS

16.1. Audits. The Parties may audit the performance of this Agreement following reasonable notice to the other. The Parties agree to cooperate with such audit and to furnish any and all records and information reasonable requested by the other.

16.2. Boycott of Israel. Home Water Supplier certifies that Contractor is not currently engaged in and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

16.3. Governing Law. This Contract and the rights and obligations of the Parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

16.4. Legislation. Each Party shall promptly notify the other Party of proposed legislation which may affect the subject matter of this Agreement.

16.5. Parties Bound. This Agreement is binding upon all employees, agents and third-party vendors of Home Water Supplier and DHS-DFCS and will bind the respective heirs, executors, administrators, legal representatives, successors and assigns of each Party.

17. WAIVER AND SEVERABILITY

17.1. No failure or delay in exercising or enforcing any right or remedy hereunder by a Party shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent deemed to be omitted, and the balance of the Agreement shall remain enforceable.

18. COUNTERPARTS/ELECTRONIC SIGNATURES

18.1. This Contract may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Any signature below that is transmitted by facsimile or other electronic means shall be binding and effective as the original.

19. ENTIRE AGREEMENT

19.1. This Agreement together with attachments or exhibits, which are incorporated by reference, constitutes the complete agreement and understanding between the Parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

20. NONDISCRIMINATION

20.1. The Home Water Supplier shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by state law relating to discrimination. Additionally, the Home Water Supplier shall not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.

21. FRAUD

21.1. The Home Water Supplier will be permanently disqualified from participating in the LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to, intentionally providing false information to DHS-DFCS or knowingly allowing others to do so; intentional failure to notify the DHS-DFCS of a change in circumstances that affects payments received by the Home Water Supplier; intentionally accepting payments that the Home Water Supplier knows, or by reasonable diligence would know, the Home Water Supplier is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Home Water Supplier is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.

21.2. For overpayments received by the Home Water Supplier that are not the result of intent to defraud, the Home Water Supplier shall be required to repay the full amount to the Community Action Agency.

(SIGNATURES ON FOLLOWING PAGE)

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and the undersigned duly authorized officers or agents of each Party have hereunto affixed their signatures on the day and year indicated below.

GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY AND CHILDREN SERVICES

Chris Hempfling, Deputy Division Director &
General Counsel, DFCS

Date

[Name of Home Water Supplier]

[Name of signatory], [Title]

Date



ADMINISTRATION FOR
CHILDREN & FAMILIES

330 C Street, S.W., Washington, DC 20201 | www.acf.hhs.gov

SUPPLEMENTAL TERMS and CONDITIONS

The **General Terms and Conditions** apply to all mandatory grant programs. These Supplemental Terms and Conditions are additional requirements applicable to the program named below.

By acceptance of awards for this program, the grantee agrees to comply with the requirements included in both the General and Supplemental Terms and Conditions for this program.

Office of Community Services (OCS)

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

Assistance Listing No. 93.568(B) (with modifications based on P.L. 116-260)

APPLICABLE LEGISLATION, STATUTE, REGULATIONS

1. The administration of this program is authorized under Section 533 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260. Consistent with legislative instructions, program requirements use existing processes, procedures, and policies currently in place to provide assistance to low-income households. In particular, OCS has closely modeled the Low Income Household Water Assistance Program's (LIHWAP) terms and conditions on assurances and requirements outlined in the Low Income Household Energy Assistance Act, 42 U.S.C. 8621 *et seq.*
2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is located under [45 CFR Part 75](#). In accordance with 45 CFR 75.101 applicability, this program must comply with 45 CFR Part 75 in its entirety. No exceptions have been identified.
3. Additional applicable regulations and requirements can be found in the [General Terms and Conditions for Mandatory: Formula, Block and Entitlement Grants](#).

COST SHARING OR MATCHING (NON-FEDERAL SHARE) OF PROGRAM FUNDING

4. The federal financial participation rate (FFP) is 100 percent for this program. The federal award provides funds for 100 percent of allowable, legitimate program costs.
5. There is no non-federal cost share/matching required for this program. Program funds for this program are awarded with a 100 percent FFP rate for program costs.

FINANCIAL REPORTING AND REQUIREMENTS

6. The OMB approved Financial Reporting form for this program is the SF-425 Federal Financial Report [SF-425 Federal Financial Report](#). Grantees must track and report on LIHWAP funds separately from appropriated LIHEAP funds.

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

- a. This report is submitted annually and must be submitted no later than December 30, which is 90 days following the end of each federal fiscal year (FFY).
 - b. A first interim report is due 90 days following the end of FFY 2021.
 - c. A second interim report interim report is due 90 days following the end of FFY 2022.
 - d. A final report (cumulative, covering the entire project period) is due 3 months following the end of FFY 2023.
7. Project Period. The project period for this award is synonymous with the obligation period, as follows: from the date of the award through the end of FFY 2023 (September 30, 2023). Any federal funds not obligated by the end of the obligation period will be recouped by this Department.
8. Liquidation Deadline. All obligated federal funds awarded under this grant must be liquidated no later than 3 months after the end of the project period (i.e., December 31, 2023). Any funds from this award not liquidated by this date will be recouped by this Department.
9. The following are the grant/fiscal requirements based on modifications of existing LIHEAP policies and requirements:
- a. The grantees may use up to 15 percent of grant funds for planning and administering the funds under this award. The grantee will pay from non-federal sources the remaining costs of planning and administering the program under this award and will not use federal funds for such remaining cost. Administrative costs of the owners or operators of public water systems or treatment works that may be charged to this award, if any, are subject to this limitation and must be included together with the grantee's costs of planning and administration when calculating compliance.
 - b. The grantee will ensure that fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursement of and accounting for federal funds paid to the state under this award, including procedures for monitoring the assistance provided under this award, and provide that the grantee will comply with the provisions of chapter 75 of title 31, United States Code (commonly known as the "[Single Audit Act](#)").
 - c. The grantee may expend funds for immediate expenses necessary for planning and administering the use of funds upon receipt of the award. However, prior to the expenditure of grant funds for any payments to owners or operators of public water systems or treatment works on behalf of low-income households, the grantee must submit an implementation plan for OCS review and acceptance in a format provided by OCS that will (a) include the eligibility requirements to be used by the state for each type of assistance to be provided under this grant, (2) describe the benefit levels to be used by the state, territory, or tribe for LIHWAP assistance, (3) describe any steps that will be taken to target assistance to households with high home water burdens, and (4) provide a plan of administration including a plan of oversight and monitoring of any subrecipient organizations comparable to the processes and procedures for comparable grant programs. Not later than May 30, 2021, OCS will make available a Model State and Tribal Implementation Plan format to be used in developing and submitting the implementation plan for review.

PROGRAM REPORTING AND REQUIREMENTS

10. Grantees must track and report on LIHWAP program activities under this award separately from LIHEAP. The grantee must report annually on the following data elements, using an OMB-approved reporting format to be provided by OCS:
- a. the amount, cost, and type of water assistance provided for households eligible for assistance under this award;
 - b. the type of water assistance used by various income groups;

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

- c. the number and income levels of households assisted by this award;
- d. the number of households that received such assistance and include one or more individuals who are 60 years or older, include a household member with a disability, or include young children (ages 5 and younger);
- e. the impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff); and
- f. administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs and lessons learned.

11. The following are the program requirements, consistent with instructions in [P.L. 116-260, Section 533](#) and consistent with existing program requirements for Low-Income Home Energy Assistance Program (LIHEAP) and other closely related programs:

- a. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the coronavirus, with the public health focus of ensuring that low-income households have access to safe and clean drinking water and wastewater services.
- b. Funds will be used to provide assistance to low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services. Assistance to households will be accomplished by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. Grantees may use LIHWAP funding to cover arrearages arising at any time, including prior to this award.
- c. Grantees shall, in carrying out programs funded with this grant, as appropriate and to the extent practicable, use existing processes, procedures, policies, and systems in place to provide assistance to low-income households, including by using existing programs and program announcements, application and approval processes.
 - i. Grant resources may be used to make payments only with respect to households in which one or more individuals are receiving the following:
 1. assistance under the State program funded under part A of title IV of the Social Security Act;
 2. supplemental security income payments under title XVI of the Social Security Act;
 3. food stamps under the Food Stamp Act of 1977;
 4. payments under section 415, 521, 541, or 542 of title 38, United States Code, or under section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or
 5. payments under the Low Income Home Energy Assistance Program (LIHEAP);

or

- ii. households with incomes that do not exceed the greater of the following:
 1. an amount equal to 150 percent of the poverty level for such state; or
 2. an amount equal to 60 percent of the state median income;
 3. except that a state, territory, or tribe may not exclude a household from eligibility in a fiscal year solely on the basis of household income if such income is less than 110 percent of the poverty level for the state; but, the state, territory, or tribe may give priority to those households with the highest home water costs or needs in relation to household income.
- d. The grantee will establish criteria and procedures for determining income eligibility comparable to established procedures and requirements for LIHEAP. The grantee will conduct outreach activities designed to ensure that eligible households, especially those with the lowest incomes,

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

that pay a high proportion of household income for drinking water and wastewater services, are made aware of the assistance available under this title and any similar assistance available under the Community Services Block Grant program or through other emergency relief such as the [Pandemic Emergency Assistance Fund](#) and the U.S. Department of Treasury's [Emergency Rental Assistance Program](#).

- e. The grantee will coordinate its activities under this title with similar and related programs administered by the Federal Government and such state, territory, or tribe, particularly low-income utility support programs such as LIHEAP, the Community Services Block Grant (CSBG), Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF), the Social Service Block Grant, and the [Emergency Rental Assistance Program](#).
- f. The grantee will provide, in a timely manner, that the highest level of assistance will be furnished to those households that have the lowest incomes and the highest water costs or needs in relation to income, taking into account family size, except that the state, territory, or tribe may not differentiate in implementing this section between the households described in condition 11(c)(i) and 11(c)(ii) (above).
- g. The grantee will establish policies, procedures, and benefit levels on behalf of households that prioritize continuity of water services, including prevention of disconnection and restoration water services to households for which water services were previously disconnected.
- h. The grantee will provide funds to owners or operators of public water systems or treatment works ("owners or operators") to reduce arrearages of and rates charged to eligible households for such services. For all payments to owners or operators on behalf of individual households, the grantee must establish procedures to:
 - i. notify, or require the owner or operator to notify, each participating household of the amount of assistance paid on its behalf;
 - ii. ensure that the owner or operator will charge the eligible household, in the normal billing process, the difference between the actual amount due and the amount of the payment made by the LIHWAP grant;
 - iii. ensure that any agreement the grantee enters into with an owner or operator under this paragraph will contain provisions to ensure that no household receiving assistance under this grant will be treated adversely because of such assistance under applicable provisions of state, territorial or tribal law or public regulatory requirements;
 - iv. ensure that the provision of payments to the owner or operator remains at the option of the grantee, in consultation with local subgrantees; and
 - v. ensure that the owner or operator provides written reconciliation and confirmation on a regular basis that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable.
- i. The amount of any home water assistance benefits provided under this program for the benefit of an eligible household shall not be considered income or resources of such household (or any member thereof) for any purpose under any State, Territorial, or Tribal law, including any law relating to taxation, public assistance, or welfare programs.
- j. The grantee will not exclude income-eligible households (described above in condition 11(c)(ii)) from receiving home water assistance benefits.
- k. The grantee will establish procedures to treat owners and renters equitably under the program assistance provided with these grant resources.

- l. The grantee will provide for timely and meaningful public participation in the development of a state, territory or tribe's LIHWAP implementation plan, such as publication and acceptance of comments via the grantee's website.
- m. The grantee will provide an opportunity for a fair administrative hearing to individuals whose claims for assistance under a LIHWAP plan are denied or are not acted upon with reasonable promptness. Administrative hearing opportunities will be comparable to and may utilize existing processes, procedures, and systems currently in place for the state, territory, or tribe's Low Income Home Energy Assistance grant.
- n. The grantee will be responsible for planning and prioritizing funds for households in communities throughout the state with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds. If the governing organization of any eligible tribal government or organization located within the state declines or is not able to successfully apply for available LIHWAP funds, the state grantee will then be responsible for including eligible households within the tribe's jurisdiction in its outreach and service coverage.
- o. LIHWAP grant funds may not be used by the grantee, or by any other person with which the grantee makes arrangements to carry out the purposes of this grant, for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility.
- p. The grantee will permit and cooperate with federal investigations undertaken in accordance with the following procedures:
 - i. OCS shall, after adequate notice and an opportunity for a hearing conducted within the affected state, territory, or tribe, withhold funds from any grantee that does not utilize its allotment substantially in accordance with the terms and conditions.
 - ii. OCS shall review and respond in writing in no more than 60 days to matters raised in complaints of a substantial or serious nature that a grantee (or any person with which the grantee makes arrangements to carry out the purposes of the grant) has failed to use funds in accordance with these terms and conditions. Any violation of any one of the terms and conditions that constitutes a disregard of such assurance shall be considered a serious complaint.
 - iii. If OCS determines that there is a pattern of complaints from any state, territory, or tribe during the grant period, OCS shall conduct an investigation of the use of funds received under this award by the grantee in order to ensure compliance with terms and conditions.
 - iv. The HHS Office of the Inspector General (OIG) may conduct an investigation of the use of funds received under this title by a state, territory, or tribe in order to ensure compliance with the provisions of this title.
 - v. In the event of an investigation conducted by OCS, OIG, or another federal entity designated by OCS, the grantee shall make appropriate books, documents, papers, and records available to the Secretary or the Comptroller General of the United States, or any of their duly authorized representatives, for examination, copying, or mechanical reproduction on or off the premises of the appropriate entity upon a reasonable request thereof.
 - vi. In conducting any investigation under the procedures described above, OCS will not request any information not readily available to such state, territory, or tribe, or require that any information be compiled, collected, or transmitted in any new form not already available.

REAL PROPERTY REPORTING

12. Real Property Reports (SF-429s). The SF-429 Real Property forms are not applicable to this program. Purchase, construction, and major renovation are not an allowable activity or expenditure under this grant.

EFFECTIVE PERIOD

13. These program-specific Supplemental Terms and Conditions are effective on the date shown at the bottom of the pages of this document and will remain in effect until updated. They will be updated and reissued only as needed whenever a new program-specific statute, regulation, or other requirement is enacted or whenever any of the applicable existing federal statutes, regulations, policies, procedures, or restrictions are amended, revised, altered, or repealed.

Signature of Governor’s Authorized Official

Name of State/Territory: Georgia

LIHWAP State/Territory Lead Agency: Georgia Division of Family and Children Services

I certify that the LIHWAP State/Territory Lead Agency has reviewed and will abide by the conditions outlined above.

Tom C.
x Rawlings

Digitally signed by Tom C. Rawlings
DN: cn=Tom C. Rawlings, o=Georgia
Division of Family and Children
Services, ou=Director,
email=tom.rawlings@dhs.ga.gov, c=US
Date: 2021.04.27 11:00:54 -04'00'

Governor's Authorized Official

RESPONSIBILITIES OF THE COMMUNITY ACTION AGENCY

- a. Based on established criteria, determine household eligibility for LIHWAP based on the State's approved Grantee State Plan in a timely manner.
- a. Accept and process referrals from the Home Water Supplier for LIHWAP
- b. Provide payment to the Home Water Supplier after a household has been determined eligible for services rendered pursuant to this Agreement,
- c. Batch payments based on Home Water Supplier and application completion date. Home Water Supplier will receive paper checks with a report featuring Applicant Name, last four digits of the Social Security Number, Account Address, Account Number, Account Name, and Approved Benefit Amount from the administering Community Action Agency.
- d. To secure from each eligible household, as a part of their application for assistance, a written authorization for the release of information concerning the eligible household's account with the Home Water Supplier. The Community Action Agency represents and warrants to the Home Water Supplier that it has obtained an Authorization for Release of General and/or Confidential Information from account holders (or individuals authorized to act on behalf of such account holders) applying for assistance under LIHWAP. The Release authorizes any utility service provider, including the Home Water Supplier that participates in LIHWAP to provide to the Community Action Agency personal and/or confidential customer-specific information which may include, without limitation, utility account identification information such as names, addresses, social security numbers, and account numbers; utility account payment history and other account information such as account status, utility charges, payment history, past due amounts, pending deposits, current shut-off due dates or disconnection, current life support status (if applicable) payment arrangements, and history of energy assistance payments; general energy usage data such as energy consumption and amounts and costs of fuel used for up to twenty- four months (at no greater level of detail than monthly totals); and such other data as the Community Action Agency, and/or the State of Georgia determine is reasonably necessary. Accordingly, the Community Action Agency (1) shall notify the Home Water Supplier if any eligible household under LIHWAP at any time declines to authorize the Home Water Supplier to disclose such information to the

Community Action Agency or retracts or withdraws such authorization; (2) shall remove, redact, and destroy any information received from the Home Water Supplier for which the Community Action Agency has not received a Release or for which such authorization has been retracted or withdrawn; and (3) hereby indemnifies the Home Water Supplier from any and all losses, costs, damages or expenses incurred by the Home Water Supplier (including, but not limited to, reasonable attorneys' fees actually incurred) resulting from any claim, cause of action, or enforcement action arising from any information provided to the Community Action Agency, and/or in connection with the Home Water Supplier's participation in LIHWAP. This indemnity shall survive the expiration, cancellation, revocation, or termination of the Original Agreement, as amended herein.

- e. Notwithstanding the foregoing, the DHS-DFCS do not indemnify and/or hold harmless neither the Home Water Supplier nor the Community Action Agency. Further, all Party(ies) to this Agreement hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), the Department of Administrative Services (DOAS), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement due to any act or omission on the part of the Home Water Supplier, its agents, employees, subcontractors, or others working at the direction of the Home Water Supplier, or on the Home Water Supplier's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Agreement by the Home Water Supplier (collectively, the "indemnity Claims"). This indemnification extends to the successors and assigns of the Home Water Supplier, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Home Water Supplier. The Home Water Supplier shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.
- f. Be responsible for planning and prioritizing funds for households in communities throughout their serving area with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds.

Water Utility Information Form

ATTACHMENT C

Company Name:	Doing Business As (DBA), if applicable:
Home Water Supplier's Legal Name (as used on Federal Tax Return for Business):	Company Owner Name:
Type of Entity: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government Entity <input type="checkbox"/> Trust <input type="checkbox"/> Estate Utility: <input type="checkbox"/> Investor Owned <input type="checkbox"/> Municipal <input type="checkbox"/> Cooperative <input type="checkbox"/> Limited Liability Company (LLC) Is the LLC incorporated? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Single Member or <input type="checkbox"/> Multiple Member	Taxpayer Identification (ID) Number: <hr/> <input type="checkbox"/> Social Security Number (SSN) <input type="checkbox"/> Employer Identification Number (FEIN) <input type="checkbox"/> Individual Taxpayer Identification Number (ITIN)
Program Primary Contact Name/Title:	Primary Contact Telephone Number:
Primary Contact Email Address:	Mailing Address for Payments:
Office Physical Address:	Office Fax Number:
Contact Name/Title Regarding Payments:	Telephone Number Regarding Payments:
Mailing Address for Payments:	Email Address Regarding Payments:
SERVICES PROVIDED AND BILLED BY HOME WATER SUPPLIER	
<input type="checkbox"/> Water Fees <input type="checkbox"/> Wastewater/Sewer Fees <input type="checkbox"/> Other _____ <input type="checkbox"/> Stormwater Fees <input type="checkbox"/> Groundwater Fees	

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

HIGHLIGHT EACH COUNTY SERVED BY THIS COMPANY

_____ STATEWIDE (check if you serve the entire state)

- | | | | |
|------------------------|---------------------|---------------------|---------------------|
| _____001 Appling | _____041 Dade | _____081 Jefferson | _____121 Richmond |
| _____002 Atkinson | _____042 Dawson | _____082 Jenkins | _____122 Rockdale |
| _____003 Bacon | _____043 Decatur | _____083 Johnson | _____123 Schley |
| _____004 Baker | _____044 DeKalb | _____084 Jones | _____124 Screven |
| _____005 Baldwin | _____045 Dodge | _____085 Lamar | _____125 Seminole |
| _____006 Banks | _____046 Dooly | _____086 Lanier | _____126 Spalding |
| _____007 Barrow | _____047 Dougherty | _____087 Laurens | _____127 Stephens |
| _____008 Bartow | _____048 Douglas | _____088 Lee | _____128 Stewart |
| _____009 Ben Hill | _____049 Early | _____089 Liberty | _____129 Sumter |
| _____010 Berrien | _____050 Echols | _____090 Lincoln | _____130 Talbot |
| _____011 Bibb | _____051 Effingham | _____091 Long | _____131 Taliaferro |
| _____012 Bleckley | _____052 Elbert | _____092 Lowndes | _____132 Tattnall |
| _____013 Brantley | _____053 Emanuel | _____093 Lumpkin | _____133 Taylor |
| _____014 Brooks | _____054 Evans | _____094 Macon | _____134 Telfair |
| _____015 Bryan | _____055 Fannin | _____095 Madison | _____135 Terrell |
| _____016 Bulloch | _____056 Fayette | _____096 Marion | _____136 Thomas |
| _____017 Burke | _____057 Floyd | _____097 McDuffie | _____137 Tift |
| _____018 Butts | _____058 Forsyth | _____098 McIntosh | _____138 Toombs |
| _____019 Calhoun | _____059 Franklin | _____099 Meriwether | _____139 Towns |
| _____020 Camden | _____060 Fulton | _____100 Miller | _____140 Treutlen |
| _____021 Candler | _____061 Gilmer | _____101 Mitchell | _____141 Troup |
| _____022 Carroll | _____062 Glascock | _____102 Monroe | _____142 Turner |
| _____023 Catoosa | _____063 Glynn | _____103 Montgomery | _____143 Twiggs |
| _____024 Charlton | _____064 Gordon | _____104 Morgan | _____144 Union |
| _____025 Chatham | _____065 Grady | _____105 Murray | _____145 Upson |
| _____026 Chattahoochee | _____066 Greene | _____106 Muscogee | _____146 Walker |
| _____027 Chattooga | _____067 Gwinnett | _____107 Newton | _____147 Walton |
| _____028 Cherokee | _____068 Habersham | _____108 Oconee | _____148 Ware |
| _____029 Clarke | _____069 Hall | _____109 Oglethorpe | _____149 Warren |
| _____030 Clay | _____070 Hancock | _____110 Paulding | _____150 Washington |
| _____031 Clayton | _____071 Haralson | _____111 Peach | _____151 Wayne |
| _____032 Clinch | _____072 Harris | _____112 Pickens | _____152 Webster |
| _____033 Cobb | _____073 Hart | _____113 Pierce | _____153 Wheeler |
| _____034 Coffee | _____074 Heard | _____114 Pike | _____154 White |
| _____035 Colquitt | _____075 Henry | _____115 Polk | _____155 Whitfield |
| _____036 Columbia | _____076 Houston | _____116 Pulaski | _____156 Wilcox |
| _____037 Cook | _____077 Irwin | _____117 Putnam | _____157 Wilkes |
| _____038 Coweta | _____078 Jackson | _____118 Quitman | _____158 Wilkinson |
| _____039 Crawford | _____079 Jasper | _____119 Rabun | _____159 Worth |
| _____040 Crisp | _____080 Jeff Davis | _____120 Randolph | |

Failure to identify all counties served may result in the denial of benefits for households.



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 15

SUBJECT: WATER AND SEWER SENIOR DISCOUNT REVIEW

CITY COUNCIL MEETING DATE: 10/18/2021

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 REVIEW THE CURRENT DISCOUNT AVAILABLE TO SENIORS FOR WATER/SEWER AND DISCUSS/SUGGEST CHANGES

HISTORY/ FACTS / ISSUES:

CONSIDER REVISING (E)(2) TO STATE PROVIDING A TAX RETURN DEMONSTRATING THE ANNUAL INCOME OF THE APPLICANT UNLESS THEIR INCOME IS BELOW THE THRESHOLD REQUIRED TO FILE A TAX RETURN. IN THAT INSTANCE, A SOCIAL SECURITY STATEMENT SHOWING THEY RECEIVED LESS THAN \$12,400 AND A SIGNATURE VERIFYING THE SAME.

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

Sec. 14-22. Rate schedule.

- (a) All water furnished by the City of Dawsonville to users or property situated within or without the corporate limits shall be metered and computed monthly and paid for at the rates set forth in section 2-110 of this Code, said rates to be first used in computing the monthly bill sent to customers in July 2016.
- (b) All sewer service furnished by the City of Dawsonville to users or property situated within or without the corporate limits shall be computed monthly and paid at the rates set forth in section 2-110 of this Code, said rates to be first used in computing the monthly bill sent out to customers in July 2016.
- (c) Upon the approval of the utilities director for the City of Dawsonville, individuals and entities may purchase water in bulk from the city at a rate set out in section 2-110 of this Code.
- (d) Upon annual application to the city clerk, individuals may be eligible to receive an annual exclusion of 15% from the applicable rates as set forth in section 2-110 of this Code for water and sewer service furnished by the City of Dawsonville to property situated within or without the corporate limits if the applicant meets the following requirements:
 - (1) The applicant is age 65 or older at the time of application with the city clerk;
 - (2) The applicant has an annual income equal to or less than \$25,000.00; and
 - (3) The applicant is the record owner or lessee of the property to be serviced.
- (e) Applications for annual exclusions under subsection (d) hereinabove shall be filed annually and, upon application, the applicant's qualification for the annual exclusion must be demonstrated by tendering to the city clerk the following:
 - (1) A valid Georgia driver's license, birth certificate, passport or other government issued identification card demonstrating the applicant's date of birth.
 - (2) A social security statement or tax return demonstrating the annual income of the applicant; and
 - (3) A recorded deed or executed lease demonstrating the applicant's right to possession of the property to be serviced.
- (f) All applications for renewal of annual exclusions provided for in subsection (d) hereinabove shall be submitted from May 1 through and including June 30 of each successive calendar year and if not timely renewed, the exclusion shall lapse on June 30.

(Ord. of 5-6-1997, § 3; Ord. of 10-3-2005, § 2; Ord. of 7-24-2006, § 2; Ord. of 12-3-2012, §§ 1, 2; Ord. of 6-6-2016, §§ 1, 2)



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 16

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

CITY COUNCIL MEETING DATE: 10/18/2021

BUDGET INFORMATION: GL ACCOUNT # _____ NA _____

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

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

PURPOSE FOR REQUEST:

TO PROVIDE PROJECT UPDATES

HISTORY/ FACTS / ISSUES:

SEE ATTACHED OUTLINE

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

CITY MANAGER REPORT

OCTOBER 13 FOR OCTOBER 18, 2021

Law Enforcement Efforts: One of our city-assigned officers is nearing the end of his FTO period and should be on the job soon.

GRHOF/Dawsonville History Museum: Framing is underway in the warming kitchen and the Pickle Room. Electrical work and sheetrock are not far behind. Efforts are underway to attain a grant from state ARP funding for the facility. Planning continues for the Ghost Tour, Veteran's Day Car Show, and a spring classic auto auction.

Wastewater Treatment Plant: Turnipseed Engineering is developing the final design as well as the USDA funding package for this priority project. They are recommending moving the effluent portion further upstream on Flat Creek nearer the current plant. This will save the installation of one pump station. We await EPD's approval. Additionally, it will be one of several submittals for possible partial or complete funding of the Governor's Infrastructure funds.

Water System Upgrades: EPD has approved our well location and Turnipseed Engineering has begun preparing the design and bid package for what will become well #112. With the approval of the City Council/Mayor, we have requested EPD and GDOT approval for a project that will involve looping the waterline main from Farmington Woods to the high school, almost doubling fire flow rates. Fire flow model development is underway for other parts of the city as well.

Food Truck Night: Our October 1st food truck night held at the Farmer's Market had our largest crowd ever, excluding last year's Christmas program. Everyone enjoyed the cooler weather, good food, and fellowship. Our next food truck event is scheduled for Saturday, December 4th as our Christmas tree lighting kicks off the season. Plans include a parade, Santa, hand-bell choir, high school marching band and chorale, the Jingle Market, dancers, and other events. We hope to offer an art contest for high school students and a gingerbread decorating contest for the elementary school.

Allen Street Sidewalk Extension: Summit Construction continues work on this sidewalk project, some delay from a week's worth of rain. This is a SPLOST VI funded project.

Paving Patchwork on Maple and Stegall Streets: We completed \$7,000.00 patchwork paving on Maple Street and Stegall in hopes of tiding us over until SPLOST VII funds are available for full depth reclamation. We will also be patching some areas in the vicinity of Hightower Academy.

Paving Projects: The joint paving of Howser Mill IGA is expected to begin in late October.

The paving of Main Street, Memory Lane and Jack Heard Street should start about the same time or just after the Howser Mill paving project. This is a City project and will be paid out of SPLOST VI.

We have instructed Turnipseed Engineering to begin engineering work on priority roads to be paved out of SPLOST VII. This will speed up the process once those funds are available. These roads would include, Maple Street, Richmond Drive, the Pearl Chambers area, Bear's Den, Stonewall subdivision, Rain Hill subdivision, Stegal, and Burt's Crossing I. We will have them engineer Creekstone Phase I as well for pavement work covered by infrastructure fees.

Main Street Park: Progress continues as we work to increase the amenities and operation of this wonderful addition to the city, including:

- The dog park project continues as we work with our Eagle Scout candidate. Trees have been planted, benches installed and some of the signage erected.
- The trail IGA with the county has been approved and this project will be included in the Public Works winter work plan.
- The Eagle Scout candidate continues his work designing and constructing a lending library that will be installed in the vicinity of the Main Street Park Playground. We anticipate installation later this month.
- The shelters are complete except for installation of power. We are awaiting GA Power for installation. They are behind due to deployment to hurricane zones. We have started renting the two new shelters, the pavilion at the Main Street Park Rest Room, and the Farmer's Market. Rentals have been very popular.

Administrative Offices for Utility and Public Works: A simple floor plan including two offices, a large map/blueprint/file room, a rest room, small kitchen, and small multipurpose meeting room for meetings and training has been drawn and a bid package is being prepared to obtain costs.

COVID: Currently no staff are out due to COVID

Personnel: Cody Mason, one of our Public Works Equipment Operators has resigned to accept a position as a supervisor with a large landscape company. We wish him well and are currently advertising for his replacement.

Leak Adjustments: 2 accounts this month

Water	\$307.62
Sewer	<u>\$331.51</u>
Total	\$639.13

Calendar YTD \$4,025.97

CITY OF DAWSONVILLE, GEORGIA
GENERAL FUND
July 1, 2021 - September 30, 2021

25%

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Taxes	\$ 1,744,550	\$ 438,157	25.12%
Licenses and permits	102,525	20,593	20.09%
Intergovernmental revenues	35,000	42,207	120.59%
Fees	249,000	32,420	13.02%
Other	70,057	23,627	33.73%
	<u>2,201,132</u>	<u>557,004</u>	<u>25.31%</u>
EXPENDITURES			
Department:			
Council	99,215	27,018	27.23%
Mayor	21,480	5,490	25.56%
Elections	8,000	-	0.00%
Administration	947,570	229,937	24.27%
City Hall building	131,135	18,891	14.41%
Animal control	1,523	-	0.00%
Roads	520,996	162,881	31.26%
Parks	53,913	88,282	163.75%
Planning and zoning	380,300	99,188	26.08%
Economic development	37,000	3,000	8.11%
	<u>2,201,132</u>	<u>634,687</u>	<u>28.83%</u>
TOTAL REVENUES OVER EXPENDITURES		(77,683)	
Transfer in From Reserves		<u>77,683</u>	
NET CHANGE IN FUND BALANCE		<u><u>-</u></u>	

CITY OF DAWSONVILLE, GEORGIA
WATER, SEWER, AND GARBAGE FUND
July 1, 2021 - September 30, 2021

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Water fees	\$ 710,000	\$ 217,982	30.70%
Sewer fees	810,000	253,601	31.31%
Garbage fees	203,500	61,460	30.20%
Miscellaneous	<u>371,525</u>	<u>33,243</u>	<u>8.95%</u>
 Total revenues	 <u>2,095,025</u>	 <u>566,286</u>	 <u>27.03%</u>
EXPENDITURES			
Depreciation	574,000	119,569	20.83%
Garbage service	175,000	68,502	39.14%
Group insurance	124,000	31,998	25.80%
Insurance		-	#DIV/0!
Interest	87,450	20,405	23.33%
Payroll taxes	27,778	6,322	22.76%
Professional	115,891	13,418	11.58%
Miscellaneous	248,865	20,761	8.34%
Repairs/supplies	145,423	63,570	43.71%
Retirement	22,000	5,252	23.87%
Salaries	347,402	83,539	24.05%
Technical services	72,037	19,151	26.58%
Utilities	<u>155,179</u>	<u>25,504</u>	<u>16.44%</u>
 Total expenditures	 <u>2,095,025</u>	 <u>477,991</u>	 <u>22.82%</u>
 INCOME (LOSS)		 <u><u>88,295</u></u>	

CITY OF DAWSONVILLE, GEORGIA
 SPLOST
 July 1, 2021 - September 30, 2021

SPLOST VI

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Taxes	-	-	#DIV/0!
Interest	300	205	68.33%
Other	<u>555,700</u>	<u>-</u>	<u>0.00%</u>
Total revenues	<u>556,000</u>	<u>205</u>	<u>0.04%</u>
EXPENDITURES (Capital Outlays)			
City hall acquisition	-	-	#DIV/0!
Roads and sidewalks	494,000	2,582	0.52%
Public works equipment - roads	-	-	0.00%
Sewer projects	-	-	0.00%
Public works equipment - sewer	-	-	0.00%
Water projects	-	-	0.00%
Public works equipment - water	-	-	0.00%
Farmers market	62,000	2,250	3.63%
Parks and recreation	<u>-</u>	<u>-</u>	<u>0.00%</u>
Total expenditures	<u>556,000</u>	<u>4,832</u>	<u>0.87%</u>
TOTAL REVENUES OVER EXPENDITURES		(4,627)	
Transfer in From Reserves		<u>4,627</u>	
NET CHANGE IN FUND BALANCE		<u><u>-</u></u>	