

**AGENDA**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, July 18, 2022**  
**5:00 P.M.**

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1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
  - a. Approve Minutes
    - Regular Meeting and Work Session held June 20, 2022
    - Executive Session held June 20, 2022
  - b. Approve Master Meter End User License Agreement
8. Employee Recognition

**PUBLIC HEARING**

9. APPEAL-C2200182: Aero Group Racing of Georgia has petitioned to appeal Planning Commission denial of VAR-C2200169. Applicant is requesting to eliminate the 20' foot buffer along the east side of the property line for TMP 070 050, 070 004, 069 036, 069 037 adjoining TMP 070 049 001; Located at 612 Duck Thurmond Road. Public Hearing: City Council on July 18, 2022.

**BUSINESS**

10. ANX-C2200161: Dustin Gillespie has petitioned to annex into the city limits of Dawsonville the 1.04 acre tract known as TMP 090 099, Located at 544 Gold Bullion Drive W, with a County Zoning of RPC (Residential Planned Community) to City Zoning RPC (Residential Planned Community). Public Hearing Dates: Planning Commission on June 13, 2022, and City Council on June 20, 2022. City Council for a decision on July 18, 2022.
11. ANX-C2200162: Ryan and Jessica Disharoon have petitioned to annex into the city limits of Dawsonville the 2.36 acre tract known as TMP 090 107 and 090 104, Located at 446 Gold Bullion Drive W, with a County Zoning of RPC (Residential Planned Community) to City Zoning RPC (Residential Planned Community). Public Hearing Dates: Planning Commission on June 13, 2022, and City Council on June 20, 2022. City Council for a decision on July 18, 2022.
12. ANX-C2200170: B&K Turner Family, LLP has petitioned to annex into the city limits of Dawsonville the 35.31 acre tract known as TMP 083 025, Located at Land Lot 584, 4<sup>th</sup> District, Section 1, with a County Zoning of RA (Residential Agricultural/Residential Exurban) to City Zoning AP (Annexed Property District). Public Hearing Dates: Planning Commission on June 13, 2022, and City Council on June 20, 2022. City Council for a decision on July 18, 2022.

**WORK SESSION**

13. Application for Lease at City Hall Property
14. Proposed Lift Station Request – Starlight Homes

**STAFF REPORTS**

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

**EXECUTIVE SESSION, IF NEEDED**

**ADJOURNMENT**

***The next scheduled City Council meeting is Monday, August 1, 2022***

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



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7

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SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 07/18/2022

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PURPOSE FOR REQUEST:

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

- a. Approve Minutes
    - Regular Meeting held June 20, 2022
    - Executive Session held June 20, 2022
  - b. Approve Master Meter End User License Agreement
-



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7a

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SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 07/18/2022

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST:

**TO APPROVE THE MINUTES FROM:**

- **REGULAR MEETING AND WORK SESSION HELD JUNE 20, 2022**
  - **EXECUTIVE SESSION HELD JUNE 20, 2022**
- 

HISTORY/ FACTS / ISSUES:

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OPTIONS:

**AMEND OR APPROVE AS PRESENTED**

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly Banister, City Clerk

**MINUTES**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, June 20, 2022**  
**5:00 P.M.**

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1. **CALL TO ORDER:** Mayor Pro-Tem Walden called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Present were 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 French.
4. **ANNOUNCEMENTS:** Mayor Pro-Tem Walden announced the next Food Truck Friday is July 1<sup>st</sup>; the Farmer's Market is open every Saturday starting at 8:00 am; voting day for the primary runoff is Tuesday, June 21<sup>st</sup> and the next City Council meeting will be held July 18, 2022.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by M. French; second by W. Illg. 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 W. Illg; second by M. French. Vote carried unanimously in favor.
  - a. Approve Minutes
    - Regular Meeting held June 6, 2022
    - Executive Session held June 6, 2022
8. **EMPLOYEE RECOGNITION:** The Mayor and Council presented the May 2022 Employee of the Month award to Tracy Smith.

#### **PUBLIC HEARING**

9. **ANX-C2200161:** Dustin Gillespie has petitioned to annex into the city limits of Dawsonville the 1.04 acre tract known as TMP 090 099, Located at 544 Gold Bullion Drive W, with a County Zoning of RPC (Residential Planned Community) to City Zoning RPC (Residential Planned Community). Public Hearing Dates: Planning Commission on June 13, 2022, and City Council on June 20, 2022. City Council for a decision on July 18, 2022.

Motion to open the public hearing made by C. Phillips; second by M. French. Vote carried unanimously in favor. Mayor Pro-Tem Walden conducted the public hearing. Public Works Director Picklesimer read the annexation request. No one spoke in favor of or opposition to the request. Motion to close the public hearing made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.
10. **ANX-C2200162:** Ryan and Jessica Disharoon have petitioned to annex into the city limits of Dawsonville the 2.36 acre tract known as TMP 090 107 and 090 104, Located at 446 Gold Bullion Drive W, with a County Zoning of RPC (Residential Planned Community) to City Zoning RPC (Residential Planned Community). Public Hearing Dates: Planning Commission on June 13, 2022, and City Council on June 20, 2022. City Council for a decision on July 18, 2022.

Motion to open the public hearing made by M. French; second by W. Illg. Vote carried unanimously in favor. Mayor Pro-Tem Walden conducted the public hearing. Public Works Director Picklesimer read the annexation request. No one spoke in favor of or opposition to the request. Motion to close the public hearing made by W. Illg; second by M. French. Vote carried unanimously in favor.
11. **ANX-C2200170:** B&K Turner Family, LLP has petitioned to annex into the city limits of Dawsonville the 35.31 acre tract known as TMP 083 025, Located at Land Lot 584, 4<sup>th</sup> District, Section 1, with a County Zoning of RA (Residential Agricultural/Residential Exurban) to City Zoning AP (Annexed Property District). Public Hearing Dates: Planning Commission on June 13, 2022, and City Council on June 20, 2022. City Council for a decision on July 18, 2022.

**MINUTES**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
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**Monday, June 20, 2022**  
**5:00 P.M.**

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Motion to open the public hearing made by C. Phillips; second by M. French. Vote carried unanimously in favor. Mayor Pro-Tem Walden conducted the public hearing. Public Works Director Picklesimer read the annexation request. The following individual spoke in favor of the request:

- Michael Turner, 1090 Oakhaven Drive, Roswell – He stated his property is an island and since his property touches property in the City limits, he is requesting annexation into the City limits.

No one spoke in opposition to the request. Motion to close the public hearing made by W. Illg; second by M. French. Vote carried unanimously in favor.

## **BUSINESS**

- 12. REQUEST FOR WAIVER OF RECONNECTION FEES:** Utilities Operation Manager Barr provided an overview of the customer's delinquent history and noted the repeated efforts made by the City staff to alert the customer of the impending disconnection of services; staff recommends denying the request to waive the \$300 reconnection fee. The applicant, Eric Johnston residing at 530 Perimeter Road, spoke directly to the City Council requesting consideration of waiving the fee due to some unexpected major repairs in his home. Several questions were asked and answered among the Council and Staff.

Motion to waive half of the reconnection fee (\$150) made by M. French; second by C. Phillips. Vote carried unanimously in favor.

- 13. RESOLUTION NO. R2022-06: ADOPT THE FY 2022-2023 BUDGET:** Motion to approve Resolution No. R2022-06 to adopt the FY 2022-2023 budget made by W. Illg; second by M. French. Vote carried unanimously in favor. (Exhibit "A")

- 14. INTERGOVERNMENTAL AGREEMENT REGARDING LOCAL OPTION SALES TAX:** Attorney Tallant provided a brief overview of the Local Option Sales Tax intergovernmental agreement with Dawson County.

Motion to approve the IGA as presented made by M. French; second by C. Phillips. Councilmember Illg and French both expressed their appreciation in working with the County and see the value to both government entities. Vote carried unanimously in favor. (Exhibit "B")

## **WORK SESSION**

- 15. PROPOSED LIFT STATION REQUEST – STARLIGHT HOMES:** Planning Director Picklesimer provided a brief summary of the request and history. He stated staff recommends denial of the request due to the City's Wastewater Master Plan which is to reduce the number of lift stations, the City's engineer's recommendation to deny the request and the additional burden and cost that will be placed on the City. Staff recommends Starlight Homes install the new gravity sewer line to the existing Shoal Creek lift station and modify to upgrade the same to increase the pumping capacity and to install gravity sewer up to Highway 53 to decommission the downtown lift station. Utilities Operation Manager Barr further stated it is always better to move in the direction of gravity sewer and move away from pump stations. The burden on the City for upkeep and expense would be great. The simpler way in this situation would be gravity sewer. Joe Ingram from Starlight Homes spoke to the Council about their concerns of the force main being on a property outside of their control and ownership. He further provided information related to the conversations had with the Howser Mill HOA and Song Swallow as both could impact and/or assist with getting sewer to their development.

Motion to table the item to the July 18, 2022 City Council meeting made by W. Illg; second by M. French. Councilmember Phillips stated he'd like to speak with staff and hopefully Starlight Homes can work out a solution with the adjacent property owners since it would be the best solution for everyone. Joe Ingram further commented if an agreement could be reached with the Howser Mill HOA perhaps a temporary solution could be offered until the force main could be installed. Vote carried unanimously in favor.

**MINUTES**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
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**16. DAWSONVILLE MOONSHINE DISTILLERY LEASE – REQUEST FOR EARLY TERMINATION:**  
Motion to terminate the lease with the Dawsonville Moonshine Distillery as of July 31, 2022 and follow the lease guidelines concerning the security deposit made by M. French; second by C. Phillips. Vote carried unanimously in favor.

**17. DOC BROWN FARM DISTILLERS – PRESENTATION TO REQUEST LEASE SPACE AT CITY HALL:** Amy Brown from Doc Brown Farm Distillers presented her business to the City Council requesting to begin a lease on August 1, 2022.

Motion to enter into a lease agreement with Doc Brown Farm Distillers with the same terms as the Dawsonville Moonshine Distillery lease starting August 1, 2022 through December 31, 2022 made by C. Phillips; second by W. Illg. Vote carried unanimously in favor.

**STAFF REPORTS**

**18. BOB BOLZ, CITY MANAGER:** He reported the leak adjustment for last month totaled \$134.63 and can answer any questions on his report provided in the packet.

**19. ROBIN GAZAWAY, FINANCE ADMINISTRATOR:** Financial reports representing fund balances and activity through May 31, 2022 were provided in the agenda packet; no questions or comments from City Council.

**EXECUTIVE SESSION:**

At 5:57 p.m. a motion to close regular session and go into executive session for pending/potential litigation was made by W. Illg; second by M. French. Vote carried unanimously in favor.

At 6:23 p.m. a motion to close the executive session and resume the regular session was made by C. Phillips; second by M. French. Vote carried unanimously in favor.

**ADJOURNMENT:**

At 6:25 p.m. a motion to adjourn the meeting was made by W. Illg; second by M. French. Vote carried unanimously.

***Approved this 18<sup>th</sup> day of July 2022.***

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

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

STATE OF GEORGIA  
COUNTY OF DAWSON

AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

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

1. The City of Dawsonville Council met in a duly advertised meeting on June 20, 2022.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5:57 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 20<sup>th</sup> day of June; By the City of Dawsonville, Mayor and Council:

**absent**

\_\_\_\_\_  
Mike Eason, Mayor

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

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

*John Walden*  
\_\_\_\_\_  
John Walden, Mayor/Pro-Tem/Councilmember

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

Sworn to and subscribed before me this 20 day of June, 2022.

*Beverly A. Banister*  
\_\_\_\_\_  
Signature, Notary Public

My Commission expires: Feb 18, 2024



RESOLUTION No. R2022-06

A RESOLUTION OF THE CITY OF DAWSONVILLE, GEORGIA,  
ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING  
JULY 1, 2022 AND ENDING JUNE 30, 2023

**WHEREAS**, the City of Dawsonville, Georgia has prepared its annual budget for fiscal year July 1, 2022 through June 30, 2023; and

**WHEREAS**, the City Council received a proposed budget on May 16, 2022; and

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

**WHEREAS**, in accordance with O.C.G.A §36-81-5(e) notice was published setting forth the availability of the budget for public review and in accordance with O.C.G.A §36-81-5(g) the notice included the public hearing advertisement on the proposed budget set for June 6, 2022; and

**WHEREAS**, a public hearing on the proposed budget was held on June 6, 2022; and

**WHEREAS**, in accordance with O.C.G.A §36-81-6(a) the City Council has provided notice of a public meeting for June 20, 2021 to adopt the budget. A copy of the budget is attached hereto and incorporated herein as Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Dawsonville, Georgia that the Annual Budget for fiscal year July 1, 2022 through June 30, 2023 attached hereto as Exhibit "A" is hereby approved, effective and adopted on this 20<sup>th</sup> day of June 2022.

CITY OF DAWSONVILLE

By: absent  
Mike Eason, Mayor

Caleb Phillips  
Caleb Phillips, Councilmember Post #1

William Illg  
William Illg, Councilmember Post #2

John Walden  
John Walden, Councilmember Post #3

Mark French  
Mark French, Councilmember Post #4

Attest:

Beverly A. Banister  
Beverly A. Banister, City Clerk

Exhibit "A"



CITY OF DAWSONVILLE

BUDGET FY 2022-23

FUND	ACCOUNT NAME	FUNCTION	DESCRIPTION	REVENUE	EXPENSES
100	GENERAL FUND	1100	COUNCIL		\$134,400.00
		1300	MAYOR		\$22,860.00
		1400	ELECTIONS		\$15,000.00
		1500	ADMINISTRATION		\$1,769,862.00
		1565	CITYHALL BUILDING		\$163,694.00
		3900	ANIMAL CONTROL		\$1,536.00
		4200	ROADS		\$584,363.00
		6200	PARKS		\$65,528.00
		7400	PLANNING & ZONING		\$440,008.00
		7540/7550	ECONOMIC DEVELOPMENT		\$117,000.00
				\$3,314,251.00	\$3,314,251.00
230	ARPA	4200		\$3,700,400.00	\$3,700,400.00
275	HOTEL-MOTEL TAX			\$6,000.00	\$6,000.00
285	DOWNTOWN DEVELOPMENT AUTHORITY			\$29,400.00	\$29,400.00
320/327	SPLOST VI & VII			\$1,643,000.00	\$1,643,000.00
505	ENTERPRISE	4300	SEWER	\$1,147,792.00	\$1,264,892.00
		4400	WATER	\$909,891.00	\$792,791.00
				\$2,057,683.00	\$2,057,683.00
530	CAPITAL OUTLAY	4300	SEWER TAPS	\$10,271,000.00	\$7,587,500.00
		4400	WATER TAPS	\$200,000.00	\$2,883,500.00
				\$10,471,000.00	\$10,471,000.00
540	GARBAGE	4310	SOLID WASTE	\$230,200.00	\$230,200.00
790	CEMETERY	4950	CEMETERY	\$119,000.00	\$119,000.00

FY 2022-23 TOTAL REVENUE	\$21,570,934.00
FY 2022-23 TOTAL EXPENDITURES	\$21,570,934.00

**BUDGET FY 2022-23**

<b>GENERAL FUND - 100</b>				
<b>REVENUE</b>	<b>Account Description</b>	<b>2022-23 Recmnd</b>	<b>2021-22 Budget</b>	<b>2021-22 Actual</b>
100-0000-311100	ELECTRIC FRANCHISE FEES	165,000.00	160,000.00	169,401.51
100-0000-311315	MOTOR VEHICLE TITLE AD VALOREM TAX	66,000.00	58,000.00	87,074.83
100-0000-311730	GAS FRANCHISE FEES	13,000.00	13,000.00	13,692.06
100-0000-311750	TV CABLE FRANCHISE FEES	10,000.00	0.00	12,106.41
100-0000-311760	TELEPHONE FRANCHISE FEES	20,000.00	20,000.00	19,373.24
100-0000-311790	GARBAGE FRANCHISE FEES	7,500.00	10,000.00	7,446.00
100-0000-311795	BROADBAND FRANCHISE FEE	775.00	1,200.00	534.99
100-0000-313100	LOCAL OPTION SALES TAX	1,670,000.00	1,250,000.00	1,228,820.49
100-0000-314200	ALCOHOL EXCISE TAX	115,000.00	115,000.00	93,737.29
100-0000-314500	EXCISE TAX ON ENERGY	50.00	50.00	44.59
100-0000-316100	OCCUPATION TAX	34,000.00	34,000.00	32,045.73
100-0000-316200	INSURANCE PREMIUM TAX	223,000.00	210,000.00	223,455.10
100-0000-316300	FINANCIAL INSTITUTION TAX	0.00	7,500.00	5,540.46
100-0000-321100	ALCOHOL LICENSE	28,000.00	27,000.00	27,840.00
100-0000-321150	CATERING EVENT PERMIT	0.00	200.00	0.00
100-0000-322210	ZONING & LAND USE FEES	15,000.00	9,000.00	14,263.48
100-0000-322215	ANNEXATION FEE	500.00	0.00	0.00
100-0000-322230	SIGN PERMIT	1,300.00	1,500.00	930.00
100-0000-322240	VARIANCE APPLICATION FEE	2,000.00	1,800.00	2,400.00
100-0000-322250	DEMOLITION PERMIT	300.00	100.00	300.00
100-0000-322990	PARADE/PUBLIC ASSEMBLY FEE	300.00	800.00	350.00
100-0000-322995	PARADE/PUBLIC ASSEMBLY CLEANUP	0.00	0.00	0.00
100-0000-323100	BUILDING PERMIT	60,000.00	60,000.00	60,098.88
100-0000-323111	CERTIFICATE OF OCCUPANCY FEE	4,200.00	4,200.00	4,080.00
100-0000-323130	PLUMBING PERMIT FEES	0.00	4,400.00	3,010.00
100-0000-323140	ELECTRIC PERMIT FEES	0.00	4,700.00	3,320.00
100-0000-323160	HVAC PERMIT FEES	0.00	4,000.00	3,080.00
100-0000-323900	OTHER - GRADING FEES	3,000.00	5,000.00	3,507.20
100-0000-323901	OTHER - PLAN REVIEW FEES	18,000.00	12,000.00	23,341.64
100-0000-334150	SAFETY GRANT	6,000.00	3,000.00	6,000.00
100-0000-334200	HEALTH GRANT	0.00	0.00	0.00
100-0000-334250	CARES ACT GRANT	0.00	0.00	0.00
100-0000-334310	STATE GRANT CAPITAL-LMIG DIRECT	0.00	32,000.00	36,206.91
100-0000-341400	MISC REVENUE	3,000.00	3,000.00	9,893.27
100-0000-341450	ROOM RENTAL REVENUE	5,000.00	0.00	4,100.00
100-0000-343001	ENGINEERING FEE	0.00	10,000.00	0.00
100-0000-346100	ANIMAL CONTROL AND SHELTER FEES	0.00	2,625.00	0.00
100-0000-349300	BAD CHECK FEE	0.00	0.00	0.00
		0.00	0.00	0.00
100-0000-351170	MUNICIPAL COURT FEES	3,000.00	500.00	3,915.20
100-0000-361000	INTEREST INCOME	1,300.00	2,200.00	2,270.21
100-0000-381000	RENTAL INCOME - DMC	60,000.00	42,000.00	67,046.07
100-1400-341910	ELECTION QUALIFYING FEE	0.00	0.00	968.00
100-1500-311340	INTANGIBLES TAX	40,000.00	55,000.00	37,621.62
100-1500-311601	REAL ESTATE TRANSFER TAX	15,000.00	15,000.00	11,083.16
100-0000-740000	TRANSFER IN FROM RESERVES	724,026.00	22,357.00	0.00
	<b>GENERAL FUND Revenue Totals:</b>	<b>3,314,251.00</b>	<b>2,201,132.00</b>	<b>2,218,898.34</b>

<b>GENERAL FUND - 100</b>				
<b>EXPENDITURES</b>	<b>Account Description</b>	<b>2022-23 Recmnd</b>	<b>2021-22 Budget</b>	<b>2021-22 Actual</b>
	<b>DEPARTMENT: COUNCIL</b>			
100-1100-511000	COUNCIL: SALARIES	35,000.00	34,000.00	26,000.00
100-1100-512100	COUNCIL: GROUP INSURANCE	89,000.00	56,075.00	58,420.37
100-1100-512200	COUNCIL: TAXES: SUTA, FICA, FUTA	3,000.00	2,600.00	1,728.89
100-1100-523200	COUNCIL: COMMUNICATIONS - CELL PHONE	2,900.00	4,080.00	3,547.77
100-1100-523500	COUNCIL: TRAVEL	1,000.00	1,000.00	864.73
100-1100-523700	COUNCIL: EDUCATION & TRAINING	3,000.00	2,035.00	4,703.30
100-1100-531100	COUNCIL: SUPPLIES	500.00	0.00	133.45
	<b>DEPARTMENT: MAYOR</b>			
100-1300-511000	MAYOR: SALARIES	17,000.00	17,000.00	12,800.00
100-1300-512100	MAYOR: GROUP INSURANCE	60.00	60.00	33.00
100-1300-512200	MAYOR: TAXES: SUTA, FICA, FUTA	1,400.00	1,300.00	979.19
100-1300-523200	MAYOR: COMMUNICATIONS - CELL PHONE	1,000.00	1,020.00	1,693.11
100-1300-523500	MAYOR: TRAVEL	1,200.00	1,200.00	253.93
100-1300-523700	MAYOR: EDUCATION & TRAINING	2,000.00	2,035.00	1,035.00
100-1300-531100	MAYOR: SUPPLIES	200.00	0.00	59.00
	<b>DEPARTMENT: ELECTIONS</b>			
100-1400-521203	ELECTIONS: PROFESSIONAL OTHER	15,000.00	8,000.00	12,587.22
100-1400-523300	ELECTIONS: ADVERTISING	0.00	0.00	0.00
100-1400-523400	ELECTIONS: PRINTING AND BINDING	0.00	0.00	0.00

100-1400-531100	ELECTIONS: SUPPLIES	0.00	0.00	0.00
	<b>DEPARTMENT: ADMINISTRATION</b>			
100-1500-511000	ADMINISTRATION: SALARIES	383,016.00	360,597.00	311,137.69
100-1500-512100	ADMINISTRATION: GROUP INSURANCE	164,000.00	153,948.00	132,871.32
100-1500-512200	ADMINISTRATION: TAXES: SUTA, FICA, FUTA	32,000.00	31,251.00	25,344.21
100-1500-512400	RETIREMENT CONTRIBUTIONS	25,000.00	19,800.00	22,256.33
100-1500-512700	WORKERS COMP	4,300.00	4,313.00	1,058.00
100-1500-521200	PROFESSIONAL LEGAL	70,000.00	102,886.00	40,783.69
100-1500-521201	PROFESSIONAL ACCOUNTING	19,000.00	19,000.00	8,338.68
100-1500-521203	PROFESSIONAL OTHER	57,000.00	15,035.00	43,580.15
100-1500-521300	TECHNICAL SERVICES (IT)	19,245.00	19,245.00	9,759.95
100-1500-521315	TECHNICAL SERVICES-PAYROLL ACH	3,600.00	3,200.00	2,737.02
100-1500-522200	REPAIRS & MAINTENANCE	4,078.00	4,078.00	2,423.91
100-1500-522320	RENTAL EQUIPMENT	3,010.00	3,010.00	1,746.26
100-1500-523000	OTHER PURCHASED SERVICES	32,000.00	32,000.00	18,100.00
100-1500-523100	INSURANCE OTHER THAN EMPL	15,000.00	23,100.00	26,441.50
100-1500-523200	COMMUNICATIONS	13,000.00	11,173.00	11,516.45
100-1500-523300	ADVERTISING	2,500.00	1,721.00	1,794.15
100-1500-523400	PRINTING AND BINDING	1,116.00	1,116.00	60.00
100-1500-523500	TRAVEL	4,000.00	4,000.00	2,317.51
100-1500-523600	DUES & FEES	12,112.00	12,112.00	8,397.35
100-1500-523700	EDUCATION & TRAINING	4,435.00	4,435.00	1,948.00
100-1500-523910	UNIFORMS	1,400.00	300.00	0.00
100-1500-531100	SUPPLIES	45,000.00	25,851.00	23,069.34
100-1500-531270	ENERGY GASOLINE/DIESEL	1,550.00	1,512.00	1,288.40
100-1500-531300	FOOD	2,500.00	2,500.00	1,677.33
100-1500-531600	SMALL EQUIPMENT	5,000.00	5,015.00	0.00
100-1500-541000	CAPITAL OUTLAY	296,000.00	0.00	99,108.42
100-1500-581000	CONTINGENCY	0.00	0.00	0.00
100-1500-999999	PMTS TO OTHER - DAWSON	550,000.00	93,618.00	65,871.75
	<b>DEPARTMENT: CITY HALL BLDG</b>			
100-1565-521300	TECHNICAL SERVICES	5,387.00	5,387.00	4,312.45
100-1565-522200	REPAIRS & MAINTENANCE	43,000.00	43,000.00	29,992.44
100-1565-522201	R & M - GRHOF	5,000.00	2,000.00	0.00
100-1565-522202	R & M - DISTILLERY	5,000.00	2,000.00	0.00
100-1565-531100	SUPPLIES	25,000.00	25,007.00	9,056.69
100-1565-531220	ENERGY NATURAL GAS	9,000.00	9,052.00	7,942.45
100-1565-531230	ENERGY ELECTRICITY	51,307.00	51,307.00	42,544.10
100-1565-540000	CAPITAL OUTLAY	20,000.00	0.00	0.00
	<b>DEPARTMENT: ANIMAL CONTROL</b>			
100-3900-523600	DUES & FEES	500.00	500.00	100.00
100-3900-531100	SUPPLIES	1,036.00	1,036.00	13.20
	<b>DEPARTMENT: ROADS</b>			
100-4200-511000	SALARIES	259,177.00	244,158.00	208,644.42
100-4200-512100	GROUP INSURANCE	94,000.00	75,000.00	74,977.78
100-4200-512200	TAXES: SUTA, FICA, FUTA	21,000.00	21,000.00	16,114.66
100-4200-512400	RETIREMENT CONTRIBUTIONS	5,000.00	3,400.00	6,470.81
100-4200-512700	WORKERS COMP	27,000.00	27,000.00	12,259.17
100-4200-521200	PROFESSIONAL LEGAL	6,000.00	6,000.00	0.00
100-4200-521202	PROFESSIONAL ENGINEERING	4,500.00	4,500.00	9,126.84
100-4200-521300	TECHNICAL SERVICES	7,000.00	7,000.00	7,347.07
100-4200-522110	GARBAGE SERVICES	2,000.00	1,200.00	1,966.84
100-4200-522140	STREET SWEEPING/GROUNDSUP	14,300.00	14,300.00	7,200.00
100-4200-522200	REPAIRS & MAINTENANCE	50,000.00	35,481.00	52,770.49
100-4200-523200	COMMUNICATIONS	5,240.00	5,240.00	3,759.92
100-4200-523400	PRINTING AND BINDING	100.00	100.00	0.00
100-4200-523500	TRAVEL	2,000.00	2,000.00	1,158.00
100-4200-523600	DUES & FEES	1,513.00	1,513.00	1,908.49
100-4200-523700	EDUCATION & TRAINING	1,500.00	1,500.00	1,149.02
100-4200-523910	UNIFORM SERVICE	3,000.00	2,843.00	1,351.24
100-4200-531100	SUPPLIES	22,000.00	20,956.00	29,998.32
100-4200-531230	ENERGY ELECTRICITY	47,033.00	47,033.00	38,053.60
100-4200-531240	ENERGY BOTTLED GAS	1,000.00	2,000.00	358.81
100-4200-531270	ENERGY GASOLINE/DIESEL	10,000.00	7,357.00	9,445.22
100-4200-531300	FOOD	0.00	0.00	539.08
100-4200-541400	INFRASTRUCTURE-GDOT LMIG	1,000.00	0.00	18,505.20
	<b>DEPARTMENT: PARKS</b>			
100-6200-522200	REPAIRS & MAINTENANCE	20,000.00	20,000.00	56,599.22
100-6200-531100	SUPPLIES	25,000.00	16,037.00	41,380.14
100-6200-531230	ENERGY ELECTRICITY	20,528.00	20,528.00	14,502.96
100-6200-542100	CAPITAL OUTLAY - PARKS	0.00	0.00	37,802.62
	<b>DEPARTMENT: PLANNING &amp; ZONING</b>			
100-7400-511000	SALARIES	211,300.00	204,000.00	177,094.03
100-7400-512100	GROUP INSURANCE	79,000.00	39,000.00	62,599.36
100-7400-512200	TAXES: SUTA, FICA, FUTA	16,700.00	17,900.00	13,329.59

100-7400-512400	RETIREMENT CONTRIBUTIONS	7,508.00	3,200.00	7,205.34
100-7400-512700	WORKERS COMP	800.00	376.00	2,403.18
100-7400-521200	PROFESSIONAL LEGAL	43,000.00	45,951.00	15,127.55
100-7400-521202	PROFESSIONAL ENGINEERING	11,000.00	11,000.00	4,172.89
100-7400-521203	PROFESSIONAL OTHER	18,000.00	19,735.00	13,383.40
100-7400-521300	TECHNICAL SERVICES	11,000.00	9,000.00	10,061.91
100-7400-522200	REPAIRS & MAINTENANCE	2,000.00	1,182.00	1,073.67
100-7400-522320	RENTAL EQUIPMENT	4,400.00	4,400.00	3,475.65
100-7400-523200	COMMUNICATIONS	5,000.00	5,120.00	3,126.05
100-7400-523300	ADVERTISING	1,400.00	1,490.00	1,254.00
100-7400-523400	PRINTING AND BINDING	500.00	500.00	0.00
100-7400-523500	TRAVEL	4,000.00	3,000.00	6,206.40
100-7400-523600	DUES & FEES	2,500.00	2,500.00	1,834.67
100-7400-523700	EDUCATION & TRAINING	4,000.00	4,395.00	4,077.00
100-7400-523800	LICENSES	400.00	400.00	0.00
100-7400-523910	UNIFORMS	1,000.00	1,214.00	213.99
100-7400-531100	SUPPLIES	13,500.00	10,689.00	6,703.13
100-7400-321270	ENERGY-GASOLINE / DIESEL	3,000.00	1,648.00	2,089.05
100-7400-541400	CAPITAL - PROPERTY (VEHICLE)	0.00	0.00	0.00
<b>DEPARTMENT: ECONOMIC DEVELOPMENT</b>				
100-7540-572000	PMTS TO OTHER AGENCY (Chamber of Commerce)	12,000.00	12,000.00	10,000.00
100-7550-531000	PMTS TO OTHER AGENCY (DDA)	105,000.00	25,000.00	0.00
<b>GENERAL FUND Expenditure Totals:</b>		<b>3,314,251.00</b>	<b>2,234,356.00</b>	<b>2,081,248.48</b>

<b>GENERAL FUND Revenue Totals:</b>	<b>3,314,251.00</b>
<b>GENERAL FUND Expenditure Totals:</b>	<b>3,314,251.00</b>

<b>REVENUE ARPA -230</b>				
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
230-0000-332100	AMERICAN RESCUE PLAN	3,700,000.00	0.00	606,087.00
230-0000-361000	INTEREST	400.00	0.00	277.72
<b>ARPA FUND 230 Revenue Totals</b>		<b>3,700,400.00</b>	<b>0.00</b>	<b>606,087.00</b>

<b>EXPENDITURES ARPA - 230</b>				
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
230-4200-541000	PUBLIC WORKS/UTILITIES	3,700,400.00	0.00	32,294.43
<b>ARPA FUND 230 Expenditure Totals</b>		<b>3,700,400.00</b>	<b>0.00</b>	<b>32,294.43</b>

<b>ARPA FUND 230 Revenue Totals</b>	<b>3,700,400.00</b>
<b>ARPA FUND 230 Expenditure Totals</b>	<b>3,700,400.00</b>

<b>REVENUE HOTEL/MOTEL FUND - 275</b>				
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
275-0000-314100	HOTEL/MOTEL TAX	6,000.00	5,502.00	7,386.26
<b>HOTEL/MOTEL FUND 275 Revenue Totals</b>		<b>6,000.00</b>	<b>5,502.00</b>	<b>7,386.26</b>

<b>EXPENDITURES HOTEL/MOTEL FUND - 275</b>				
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
275-7540-572000	PMTS TO OTHER AGENCY (Chamber of Commerce)	6,000.00	7,280.00	6,807.99
<b>HOTEL/MOTEL FUND 275 Expenditure Totals</b>		<b>6,000.00</b>	<b>7,280.00</b>	<b>6,807.99</b>

<b>HOTEL/MOTEL FUND 275 Revenue Totals</b>	<b>6,000.00</b>
<b>HOTEL/MOTEL FUND 275 Expenditure Totals</b>	<b>6,000.00</b>

REVENUE				
DOWNTOWN DEVELOPMENT AUTHORITY FUND (DDA) - 285				
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
285-7550-000000	DOWNTOWN DEVELOPMENT AUTHORITY (DDA)	4,400.00	4,400.00	0.00
285-7500-740000	TRANSFER IN FROM RESERVES	25,000.00	25,000.00	0.00
DDA FUND 285 Revenue Totals		29,400.00	29,400.00	0.00

EXPENDITURES				
DOWNTOWN DEVELOPMENT AUTHORITY FUND (DDA) - 285				
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
285-7500-521200	PROFESSIONAL LEGAL	2,000.00	2,000.00	0.00
285-7500-521201	PROFESSIONAL ACCOUNTING	1,200.00	1,200.00	0.00
285-7500-521203	PROFESSIONAL OTHER	0.00	0.00	0.00
285-7500-523300	ADVERTISING	0.00	0.00	0.00
285-7500-523700	EDUCATION & TRAINING	1,200.00	1,200.00	0.00
285-7500-531000	FIREWORKS PURCHASE	0.00	0.00	0.00
285-7500-531100	SUPPLIES	0.00	0.00	0.00
285-7500-540000	GRANT DISBURSEMENTS	25,000.00	25,000.00	0.00
285-7550-531000	OTHER EXPENDITURES FROM RESERVES	0.00	0.00	0.00
DDA FUND 285 Expenditure Totals		29,400.00	29,400.00	0.00

DDA FUND 285 Revenue Totals	29,400.00
DDA FUND 285 Expenditure Totals	29,400.00

REVENUE		SPLOST VI FUND - 320		
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
320-0000-313200	SPECIAL PURPOSE LOCAL OPTION SALES TAX	0.00	0.00	0.00
320-0000-361000	INTEREST INCOME	100.00	300.00	362.69
320-0000-361000	TRANSFER IN FROM RESERVES	42,900.00	555,700.00	0.00
SPLOST VI FUND 320 Revenue Totals		43,000.00	556,000.00	362.69

EXPENDITURES		SPLOST VI FUND - 320		
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
320-1000-541300	CAPITAL OUTLAY - CITY HALL ACQUISITION	0.00	11,902.00	0.00
320-4200-541400	CAPITAL OUTLAY - ROADS AND SIDEWALKS	0.00	504,386.00	515,385.63
320-4200-542000	CAPITAL OUTLAY - PUBLIC WORKS EQUIPMNT-R	34,000.00	0.00	6,325.00
320-4300-541400	CAPITAL OUTLAY - SEWER PROJECTS	0.00	0.00	0.00
320-4300-542000	CAPITAL OUTLAY - PUBLIC WORKS EQUIPMNT-S	0.00	0.00	0.00
320-4400-541400	CAPITAL OUTLAY - WATER PROJECTS	0.00	0.00	0.00
320-4400-542000	CAPITAL OUTLAY - PUBLIC WORKS EQUIPMNT-V	0.00	0.00	0.00
320-6000-541000	CAPITAL OUTLAY - FARMERS MARKET	9,000.00	62,000.00	7,500.00
320-6200-541200	CAPITAL OUTLAY - PARKS AND RECREATION	0.00	0.00	0.00
SPLOST VI FUND 320 Expenditure Totals		43,000.00	578,288.00	529,210.63

SPLOST VI FUND 320 Revenue Totals	43,000.00
SPLOST VI FUND 320 Expenditure Totals	43,000.00

REVENUE		SPLOST VII FUND - 327		
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
327-0000-340000	SPECIAL PURPOSE LOCAL OPTION SALES TAX	1,599,900.00	0.00	0.00
327-0000-361000	INTEREST INCOME	100.00	0.00	100.00
327-0000-361000	TRANSFER IN FROM RESERVES	0.00	0.00	0.00
SPLOST VII FUND 327 Revenue Totals		1,600,000.00	0.00	100.00

EXPENDITURES		SPLOST VII FUND - 327		
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
327-1000-541300	CAPITAL OUTLAY - CITY HALL ACQUISITION	789,000.00	0.00	64.59
327-4200-541400	CAPITAL OUTLAY - ROADS AND SIDEWALKS	0.00	0.00	0.00
327-4200-542000	CAPITAL OUTLAY - PUBLIC WORKS EQUIPMNT-R	0.00	0.00	0.00
327-4300-541400	CAPITAL OUTLAY - SEWER PROJECTS	338,500.00	0.00	0.00
327-4300-542000	CAPITAL OUTLAY - PUBLIC WORKS EQUIPMNT-S	0.00	0.00	0.00
327-4400-541400	CAPITAL OUTLAY - WATER PROJECTS	338,500.00	0.00	0.00
327-4400-542000	CAPITAL OUTLAY - PUBLIC WORKS EQUIPMNT-V	34,000.00	0.00	0.00
327-6000-541000	CAPITAL OUTLAY - FARMERS MARKET	0.00	0.00	0.00
327-6200-541200	CAPITAL OUTLAY - PARKS AND RECREATION	100,000.00	0.00	0.00
SPLOST VII FUND 327 Expenditure Totals		1,600,000.00	0.00	64.59

SPLOST VII FUND 327 Revenue Totals	1,600,000.00
SPLOST VII FUND 327 Expenditure Totals	1,600,000.00

REVENUE	ENTERPRISE FUND - 505			
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
505-0000-341400	MISC REV/COPIES/PRINTING	100,000.00	3,000.00	115,714.23
505-0000-344210	WATER CHARGES	800,000.00	710,000.00	727,150.80
505-0000-344255	SEWERAGE CHARGES	900,000.00	810,000.00	857,570.59
505-0000-349000	ADMINISTRATIVE FEE	5,000.00	6,000.00	4,170.00
505-0000-349001	PENALTIES WATER & SEWER	18,000.00	17,000.00	16,865.54
505-0000-349002	RECONNECT FEE	2,000.00	6,000.00	1,450.00
505-0000-349300	BAD CHECK FEE	1,500.00	700.00	1,610.00
505-0000-351400	FINES	0.00	500.00	0.00
505-0000-361000	INTEREST INCOME	2,400.00	3,400.00	1,981.01
505-0000-381001	RENTAL INCOME HOUSE	9,000.00	9,000.00	7,500.00
505-0000-383000	REIMBURSEMENT FOR DAMAGED PROPERTY	0.00	0.00	0.00
505-0000-611000	OTHER FINANCING USES (RESERVES)	219,783.00	321,225.00	0.00
ENTERPRISE FUND Revenue Totals:		2,057,683.00	1,886,825.00	1,734,012.17

EXPENDITURES	ENTERPRISE FUND - 505			
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
<b>DEPARTMENT: SEWER</b>				
505-4300-511000	SALARIES	177,836.00	173,701.00	142,748.25
505-4300-512100	GROUP INSURANCE	82,000.00	62,000.00	60,288.15
505-4300-512200	TAXES: SUTA, FICA, FUTA	15,500.00	13,889.00	10,715.38
505-4300-512400	RETIREMENT CONTRIBUTIONS	12,000.00	11,000.00	14,847.20
505-4300-512700	WORKERS COMP	10,000.00	9,667.00	3,912.00
505-4300-521200	PROFESSIONAL LEGAL	3,000.00	3,496.00	1,114.39
505-4300-521201	PROFESSIONAL ACCOUNTING	16,000.00	12,000.00	13,338.66
505-4300-521202	PROFESSIONAL ENGINEERING	100,000.00	51,789.00	106,548.76
505-4300-521203	PROFESSIONAL OTHER	10,000.00	15,156.00	1,248.00
505-4300-521300	TECHNICAL SERVICES	15,000.00	14,160.00	12,777.79
505-4300-521315	TECHNICAL SERVICES: ENVIR MGMT	50,000.00	46,393.00	47,243.83
505-4300-522110	GARBAGE SERVICES	7,500.00	7,500.00	6,250.80
505-4300-522200	REPAIRS & MAINTENANCE	56,000.00	55,837.00	49,247.16
505-4300-523100	INSURANCE OTHER THAN EMPL	0.00	12,500.00	13,220.75
505-4300-523200	COMMUNICATIONS	7,000.00	6,349.00	7,197.67
505-4300-523215	POSTAGE / MAIL BILLS	2,900.00	2,873.00	2,398.98
505-4300-523300	ADVERTISING	350.00	367.00	212.92
505-4300-523400	PRINTING AND BINDING	1,700.00	1,681.00	977.50
505-4300-523500	TRAVEL	1,000.00	1,000.00	364.00
505-4300-523600	DUES & FEES	4,000.00	4,000.00	4,560.44
505-4300-523700	EDUCATION & TRAINING	2,000.00	2,000.00	222.50
505-4300-523800	LICENSES	100.00	100.00	0.00
505-4300-523910	UNIFORMS	2,500.00	1,500.00	800.18
505-4300-531100	SUPPLIES	35,000.00	30,772.00	43,226.59
505-4300-531230	ENERGY ELECTRICITY	135,000.00	134,674.00	98,100.07
505-4300-531240	ENERGY BOTTLED GAS	1,300.00	1,300.00	358.81
505-4300-531270	ENERGY GASOLINE/DIESEL	7,000.00	5,115.00	4,610.24
505-4300-531300	FOOD	1,000.00	1,000.00	539.99
505-4300-561000	DEPRECIATION	428,000.00	428,000.00	336,106.90
505-4300-572000	PMTS TO DAWSON	31,206.00	31,206.00	21,957.23
505-4300-582104	INTEREST BOND 2014	50,000.00	50,000.00	38,534.40
<b>DEPARTMENT: WATER</b>				
505-4400-511000	SALARIES	177,836.00	173,701.00	142,748.25
505-4400-512100	GROUP INSURANCE	82,000.00	62,000.00	60,288.16
505-4400-512200	TAXES: SUTA, FICA, FUTA	15,500.00	13,889.00	10,715.40
505-4400-512400	RETIREMENT CONTRIBUTIONS	12,000.00	11,000.00	14,846.99
505-4400-512700	WORKERS COMP	10,200.00	10,167.00	4,411.76
505-4400-521200	PROFESSIONAL LEGAL	3,000.00	5,596.00	5,262.09
505-4400-521201	PROFESSIONAL ACCOUNTING	16,000.00	12,000.00	18,338.66
505-4400-521202	PROFESSIONAL ENGINEERING	35,000.00	11,427.00	29,241.68
505-4400-521203	PROFESSIONAL OTHER	10,000.00	10,600.00	7,432.50
505-4400-521300	TECHNICAL SERVICES	12,000.00	15,206.00	10,123.48
505-4400-522110	GARBAGE SERVICES	1,700.00	1,000.00	1,966.80
505-4400-522200	REPAIRS & MAINTENANCE	32,000.00	28,552.00	23,653.91
505-4400-522320	RENTAL EQUIPMENT	1,000.00	1,752.00	1,104.12
505-4400-523100	INSURANCE OTHER THAN EMPLOYEE (GIRMA)	0.00	13,000.00	13,220.75
505-4400-523200	COMMUNICATIONS	9,000.00	8,358.00	7,435.29
505-4400-523215	POSTAGE / MAIL BILLS	2,900.00	2,873.00	2,398.98
505-4400-523300	ADVERTISING	350.00	667.00	262.92
505-4400-523400	PRINTING AND BINDING	1,700.00	1,581.00	977.50
505-4400-523500	TRAVEL	1,000.00	1,000.00	140.00
505-4400-523600	DUES & FEES	12,000.00	12,000.00	9,372.40
505-4400-523700	EDUCATION & TRAINING	4,000.00	4,000.00	4,652.50
505-4400-523800	LICENSES	500.00	500.00	0.00

505-4400-523910	UNIFORMS	2,500.00	1,500.00	800.19
505-4400-531100	SUPPLIES	60,000.00	46,023.00	61,514.64
505-4400-531115	SUPPLIES: CHEMICALS	45,000.00	39,994.00	32,573.83
505-4400-531230	ENERGY ELECTRICITY	22,000.00	19,642.00	18,860.31
505-4400-531240	ENERGY BOTTLED GAS	950.00	950.00	358.81
505-4400-531270	ENERGY GASOLINE/DIESEL	7,000.00	5,115.00	4,610.22
505-4400-531300	FOOD	1,000.00	1,000.00	539.09
505-4400-531510	WATER PURCHASED FROM EWSA	0.00	0.00	0.00
505-4400-561000	DEPRECIATION	146,000.00	146,000.00	138,593.26
505-4400-572000	PMTS TO DAWSON	31,205.00	31,205.00	21,957.24
505-4400-582104	INTEREST BOND 2014	37,450.00	37,450.00	29,209.84
	<b>GRAND TOTAL of EXPENDITURES:</b>	<b>2,057,683.00</b>	<b>1,920,773.00</b>	<b>1,721,280.21</b>

<b>ENTERPRISE FUND Revenue Totals:</b>	<b>2,057,683.00</b>
<b>GRAND TOTAL of EXPENDITURES:</b>	<b>2,057,683.00</b>

<b>SEWER</b>	<b>1,264,892.00</b>
<b>WATER</b>	<b>792,791.00</b>

REVENUE				
ENTERPRISE PROJECTS FUND - 530				
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
530-0000-344257	SEWER TAPS	200,000.00	260,000.00	61,000.00
530-0000-344212	WATER TAPS	200,000.00	225,000.00	43,250.00
530-0000-610000	TRANSFER IN (RESERVES)	10,071,000.00	0.00	0.00
	<b>ENTERPRISE PROJECTS FUND 530 Revenue Totals</b>	<b>10,471,000.00</b>	<b>485,000.00</b>	<b>104,250.00</b>

EXPENDITURES				
ENTERPRISE PROJECTS FUND - 530				
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
530-4300-541400	CAPITAL OUTLAY - SEWER	7,587,500.00	150,000.00	18,734.12
530-4400-541400	CAPITAL OUTLAY - WATER	2,883,500.00	335,000.00	150,424.12
	<b>ENTERPRISE PROJECTS FUND 530 Expenditure Totals</b>	<b>10,471,000.00</b>	<b>485,000.00</b>	<b>169,158.24</b>

<b>ENTERPRISE PROJECTS FUND 530 Revenue Totals</b>	<b>10,471,000.00</b>
<b>ENTERPRISE PROJECTS FUND 530 Expenditure Totals</b>	<b>10,471,000.00</b>

REVENUE				
GARBAGE FUND - 540				
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
540-0000-344110	REFUSE COLLECTION CHARGES	225,000.00	203,500.00	219,794.84
540-0000-611000	TRANSFER IN (RESERVES)	5,200.00	4,700.00	0.00
	<b>GARBAGE FUND 540 Revenue Totals</b>	<b>230,200.00</b>	<b>208,200.00</b>	<b>219,794.84</b>

EXPENDITURES				
GARBAGE FUND - 540				
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
540-4310-511000	SALARIES	0.00	0.00	0.00
540-4310-512100	GROUP INSURANCE	0.00	0.00	0.00
540-4310-512200	TAXES: SUTA, FICA, FUTA	0.00	0.00	0.00
540-4310-522110	GARBAGE SERVICES	195,000.00	175,000.00	193,691.60
540-4310-523300	ADVERTISING	200.00	200.00	0.00
540-4310-531100	SUPPLIES	35,000.00	33,000.00	0.00
540-4310-574000	BAD DEBT	0.00	0.00	0.00
540-4310-541000	CAPITAL OUTLAY - BUILDING	0.00	0.00	0.00
	<b>GARBAGE FUND 540 Expenditure Totals</b>	<b>230,200.00</b>	<b>208,200.00</b>	<b>193,691.60</b>

<b>GARBAGE FUND 540 Revenue Totals</b>	<b>230,200.00</b>
<b>GARBAGE FUND 540 Expenditure Totals</b>	<b>230,200.00</b>



REVENUE		CEMETERY FUND - 790		
Account #	Account Description	2020-21 Recmnd	2021-22 Budget	2021-22 Actual
790-0000-321210	REAL ESTATE FEES	125.00	200.00	175.00
790-0000-349100	CEMETERY LOT SALES	9,000.00	16,450.00	11,250.00
790-0000-361000	INTEREST INCOME	100.00	700.00	93.71
790-0000-611000	TRANSFER IN (RESERVES)	109,775.00	1,080.00	0.00
CEMETERY FUND 790 Revenue Totals		119,000.00	18,430.00	11,518.71

EXPENDITURES		CEMETERY FUND - 790		
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
790-4950-522200	REPAIRS & MAINTENANCE	12,000.00	11,860.00	4,300.00
790-4950-523600	DUES & FEES	200.00	200.00	175.00
790-4950-531100	SUPPLIES	6,800.00	6,800.00	9.99
790-4950-542500	CAPITAL OUTLAY - OTHER	100,000.00	0.00	0.00
CEMETERY FUND 790 Expenditure Totals		119,000.00	18,860.00	4,484.99

CEMETERY FUND 790 Revenue Totals	119,000.00
CEMETERY FUND 790 Expenditure Totals	119,000.00

STATE OF GEORGIA  
COUNTY OF DAWSON

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF  
DAWSONVILLE AND DAWSON COUNTY REGARDING  
THE DISTRIBUTION OF LOCAL OPTION SALES TAXES (LOST)

THIS AGREEMENT, effective as of June 20, 2022, is by and between the CITY OF DAWSONVILLE, a Georgia municipal corporation ("City"), and DAWSON COUNTY, a political subdivision of the State of Georgia ("County") (collectively, the "Parties").

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

WHEREAS, O.C.G.A. § 48-8-80, *et seq.*, authorizes the levy of a local option sales tax ("LOST") within a special tax district that includes the City and the County, and sets forth the process to determine the division of revenue generated by the LOST; and

WHEREAS, O.C.G.A. § 48-8-80, *et seq.*, requires counties and cities to periodically renegotiate the distribution or revenues received from the LOST; and

WHEREAS, in accordance with O.C.G.A. § 48-8-80, *et seq.*, the Parties have agreed that the LOST proceeds, less the one percent paid into the general fund of the state treasury pursuant to O.C.G.A. § 48-8-89 (a)(1), shall be distributed as follows: eighty-six and twelve one-hundredths of a percent (86.12%) to the County and thirteen and eighty-eight one-hundredths of a percent (13.88%) to the City; and

WHEREAS, the Parties have agreed further that on or before December 31, 2022, the City shall pay to the County \$400,000.00 for the purposes of the County's purchase of an ambulance and the equipping of same.

NOW THEREFORE, for and in consideration of the factors set forth in O.C.G.A. 48-8-89, and the mutual promises, the public purposes, and the acknowledgment and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree to the above recitals and hereby enter into this intergovernmental agreement regarding the distribution of LOST revenues as follows:

1. **Recitals Incorporated.** All recitals set forth above are incorporated as express terms of this Agreement.

2. **LOST Distribution.** Effective January 1, 2023, through December 31, 2032, the LOST proceeds, less the one percent paid into the general fund of the state treasury pursuant to

O.C.G.A. § 48-8-89 (a)(1), shall be distributed as follows: eighty-six and twelve one-hundredths of a percent (86.12%) to the County and thirteen and eighty-eight one-hundredths of a percent (13.88%) to the City.

3. **Purchase of Ambulance by the City.** On or before December 31, 2022, the City shall pay to the County \$400,000.00 for the purposes of the County's purchase of an ambulance and the equipping of same.

4. **Cooperation.** Each Party shall, at the request of the other, make, execute, and deliver or obtain all instruments and documents necessary to effectuate the provisions and intention of this Agreement, including the Georgia Department of Revenue LOST Certificate of Distribution, and shall do or cause to be done all such other things which either Party may reasonably require to effectuate the provisions and intention of this Agreement.

5. **Authority to Execute.** Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof.

6. **Force Majeure.** In case by reason of force majeure, any Party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure," as employed herein, shall mean any cause beyond the Party's reasonable control which prevents performance under this Agreement.

7. **Waiver.** No failure by either Party to enforce any right or power granted under this Agreement, or to insist upon strict compliance, and no custom or practice of either Party at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect a Party's right to demand exact and strict compliance with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

8. **Severability; Termination.** Should any provision of this Agreement, or application thereof to any person or circumstance, be held invalid or unenforceable, the Parties shall immediately commence the renegotiation of this Agreement on the day following the entry of such order, and, if necessary, submit a new LOST Certificate of Distribution to the Georgia

Department of Revenue consistent with the terms of such Agreement. Following the commencement of such renegotiation, if the parties fail to reach an agreement within 60 days, the Parties shall submit the dispute to nonbinding arbitration, mediation, or such other means of resolving conflicts in a manner which attempts to reach a resolution of the dispute. If the Parties are unable to reach a new Agreement during the nonbinding dispute resolution process, the Parties shall deposit twenty-five percent (25%) of their share of any LOST proceeds received thereafter into escrow with the mediator or arbitrator, to be held for the benefit of the Parties until such time as a new LOST Agreement is executed and a new LOST Certificate of Distribution consistent with the terms of such Agreement is filed with the Georgia Department of Revenue.

**9. Entire Agreement; Modification.** This Agreement constitutes the entire agreement between the Parties and supersedes and replaces any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified, amended, or terminated, except as otherwise provided in this Agreement, only by a written agreement of both Parties signed by representatives of both Parties and with appropriate authorization.

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

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

If to the County:

Dawson County Board of Commissioners  
Attn: County Manager  
25 Justice Way, Suite 2313  
Dawsonville, Georgia 30534

If to the City:

City of Dawsonville  
Attn: City Manager  
415 Highway 53 East, Suite 100  
Dawsonville, Georgia 30534

**IN WITNESS WHEREOF**, the Parties hereto, acting by and through their duly authorized officials and officers pursuant to appropriate ordinances and resolutions hereinbefore duly and properly adopted by each, have caused this Agreement to be executed in duplicate counterparts

and the official seals of each Party properly affixed, each delivering to the other one of said duplicate counterparts, the day and year first above written.

**CITY OF DAWSONVILLE, GEORGIA**

By:   
Mike Eason, Mayor *Pro-Tem*  
*John Walden*

ATTEST:  
By:   
Beverly A. Barister, City Clerk



**DAWSON COUNTY, GEORGIA**

By:   
Billy Thurmond, Chairman

ATTEST:  
By:   
Kristen Cloud, County Clerk





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7b

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SUBJECT: APPROVE MASTER METER END USER LICENSE AGREEMENT

CITY COUNCIL MEETING DATE: 07/18/2022

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST:

**TO APPROVE THE MASTER METER END USER LICENSE AGREEMENT**

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HISTORY/ FACTS / ISSUES:

- **APPROVED BY LEGAL**
- **AGREEMENT IS FOR SOFTWARE IN CONJUNCTION WITH THE WATER METER REPLACEMENT PROJECT**

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OPTIONS:

**AMEND OR APPROVE AS PRESENTED**

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Jacob Barr, Utilities Operation Manager



harmony<sup>TM</sup>

**End User License Agreement (EULA)**

101 Regency Parkway • Mansfield, Texas 76063

**800-765-6518** – Toll Free

**817-842-8000** – Local Number

**817-842-8100** – FAX

IN WITNESS WHEREOF, the parties have reviewed this End User License Agreement ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Execution Date."

This Agreement shall commence on the Execution Date with extended warranty coverage becoming effective upon the expiration of the one-year standard warranty ("Effective Date").

Master Meter, Inc.                      ("Master Meter")  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

City of \_\_\_\_\_                      ("Customer")  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## SOFTWARE LICENSE

### License

Subject to all the terms and conditions of this Agreement that are applicable to Harmony Software (whether used by Customer in either an AMI or AMR System) and otherwise, and subject to the terms and conditions in Exhibit A, so long as Customer pays for use of certain Harmony Software, Master Meter hereby grants to Customer for the Ongoing Fees, a nonexclusive, non-transferable license under Master Meter's intellectual property rights (the "Harmony Software License") to use the Harmony Software solely for the Permitted Use. This Harmony Software License is personal to Customer and is non-sub-licensable to Affiliates or other third parties. Customer shall have no rights to the Harmony Software other than those expressly granted herein. This Harmony Software License contains no implied licenses. Customer expressly agrees to the terms and conditions set forth in Exhibit A – Tech Support. For clarity, this subsection shall only apply so long as both pricing for that specific item of Harmony Software has been provided to the Customer and the Customer is current in its payments for that specific item of Harmony Software.

Except as expressly authorized in accordance with the Permitted Use, Customer shall not (and shall not attempt to): (1) use, copy, adapt, translate, publish, display, sublicense, rent, lease, lend, transfer or distribute the Software, related documentation, or any copy thereof; (2) improve, enhance, revise, modify or make any other derivatives of the Software, related documentation or any copy or part thereof. Customer shall not reverse assemble, reverse compile, reverse engineer or otherwise translate or decode the Software or any part thereof, or any copy thereof. Master Meter's suppliers of software and documentation (or any part thereof) are beneficiaries of this provision. Customer shall not destroy, remove or otherwise alter any proprietary notices (including, but not limited to, copyright notices) on the Software or related documentation, or any copy thereof, and agrees to reproduce any such notice(s) on any copy thereof it makes pursuant to this Software License. All software licenses provided hereunder shall commence on the Effective Date and shall terminate immediately when this Agreement expires or is earlier terminated for any reason or if Customer uses the software provided hereunder other than for the Permitted Use.

### Access to Software

Customer shall ensure that only Customer employees and Customer independent contractors who need access to the Software for Customer to obtain the benefits of this Agreement may access it. Customer is liable for ensuring that its employees and independent contractors abide by the terms of this Agreement.

### Support and Maintenance

For so long as the Customer pays the Ongoing Fees, Master Meter shall provide Customer with ongoing software Patches, Updates, ongoing software maintenance and remote telephone support of the Software according to the terms set forth in Exhibit A.



## **Effect of Termination**

Upon the termination of the Software License, all rights of the Customer to use the Software shall immediately cease and Customer shall promptly remove and return to Master Meter all copies of the Software documentation and shall instruct all its employees that further use of the Software is prohibited.

## **UCITA**

To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

## **Customer Data**

In performing the Services, Master Meter will comply with its Online Services Privacy Policy which is incorporated herein by reference. The Master Meter Online Services Privacy Policy is subject to change at Master Meter's discretion; however, Master Meter policy changes will not result in a material reduction in the level of protection provided for your data during the term of this Agreement. Master Meter reserves the right to provide the Services from locations, and/or through the use of authorized sub-contractors, worldwide. Customer agrees to and acknowledges that Master Meter and its Affiliates may access and use Customer Data for the purposes of providing software support, customer support, and technical support as contemplated by this agreement.

Neither Master Meter nor its Affiliates will disclose personal data or identification data of Customer or Customer's End-Users to any third parties unless specifically authorized by Customer. Customer acknowledges, accepts, and agrees that Services are provided and supplied in the form of a so-called "Cloud Service" provided by Master Meter's technology partners and, as a consequence, End-User data may be stored outside of the United States or the EU/EEA. Customer consents to the transfer and/or storage of End-User personal data outside the United States or the EU/EEA. Customer agrees to provide any notices, and obtain any End-User consents required by law, statute, or ordinance, related to Customer's use of the Services, including those related to the collection, storage, use, processing, transfer, destruction, and disclosure of End-User personal information.

## **Master Meter Data**

Master Meter Data includes any resultant data and any information, data, or other content derived from Master Meter's monitoring of Customer or Customer's End-Users access to, or use of, the Harmony Software, but does not include Customer's data or End-User data. Confidentiality and Master Meter's use of aggregated data: The confidentiality obligations set forth in this License Agreement are subject to the following: Customer hereby gives its permission to Master Meter, Inc.

and any of its affiliated companies, to use and disclose on an anonymous and/or aggregated basis (excluding any personally identifiable information) and data pertaining to the Utility end customers and their water consumption, including without limitations, derivative data and data combined with the data of other utilities, for purposes of project evaluation and research, product development, or other legitimate business purpose. This section shall survive any termination or expiration of this license agreement.

## **General Terms and Conditions**

- A. **Effective Date.** The term of this Support Agreement will commence on the Effective Date and continue for a period of 1 (one) year "**Initial Support Term.**" If Customer does not renew, or terminates for convenience, and later requests Support Services, Customer must (prior to receiving Support Services) pay prior unpaid Renewal Support Term years in full.
- B. **Renewal** Upon expiration of the Initial Support Term, this Agreement shall automatically renew for one (1) additional one-year term unless Customer provides written notice of nonrenewal at least 60 days prior to the end of the current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"), or unless sooner terminated as provided in accordance with this Agreement. If the Term is renewed for any Renewal Term pursuant to this Section, the terms and conditions of this Agreement during such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in the fees payable hereunder by Customer during the applicable Renewal Term. If either Party provides timely notice of its intent not to renew this Agreement, then, unless otherwise sooner terminated in accordance with its terms, this Agreement shall terminate on the expiration of the then-current Term.
- C. **Limitation of Liability. Maximum Liability.** EXCEPT AS OTHERWISE PROVIDED IN NO EVENT SHALL MASTER METER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO MASTER METER PURSUANT TO THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION OF LIABILITY SETS FORTH MASTER METER'S SOLE LIABILITY AND ENTIRE OBLIGATION AND THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY ACTION THAT IS BROUGHT AGAINST MASTER METER.

**No Consequential or Indirect Damages.** EXCEPT AS OTHERWISE PROVIDED, IN NO EVENT SHALL MASTER METER OR ANY OF ITS BUSINESS PARTNERS BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME COSTS, ANY IN/OUT COSTS, MANUAL METER READ COSTS AND EXPENSES, WHETHER ARISING

**OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MASTER METER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

- D. **Infringement Indemnity.** Master Meter shall defend, indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer by a third party which alleges that the AMI / AMR System provided hereunder infringes upon the patents or copyrights of such third party, provided that Master Meter shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Master Meter shall have no liability under this indemnity unless Customer cooperates with and assists Master Meter in any such proceedings and gives Master Meter written notice of any claim hereunder within seven (7) days of receiving it. Further, Master Meter shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the AMI / AMR System by Customer or a third party, though this does not include any change, modification or alteration made by a Master Meter Authorized Distributor, (ii) use of the AMI / AMR System in combination with any goods or services not provided by Master Meter hereunder, (iii) Customer's failure to use a supported version of the Software or to otherwise take any corrective action as reasonably directed by Master Meter, (iv) compliance by Master Meter with any designs, specifications or instructions provided by Customer, or (v) any use of the AMI / AMR System other than for the Permitted Use. In the event the AMI / AMR System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Master Meter, the AMI / AMR System is likely to become the subject of an infringement claim, Master Meter, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the AMI / AMR System or (ii) modify or replace the AMI / AMR System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND MASTER METER'S ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
- E. **Termination.** Either party may terminate this Agreement prior to the expiration of the Term if the other party commits a material breach of this Agreement and such material breach is not cured within sixty (60) days of written notice by the other party. Upon any expiration or termination of this Agreement, Master Meter's and Customer's obligations hereunder shall cease and the software license shall immediately cease. If Customer terminates they may, within 120 days of termination request a flat file export of prior 12 month's reads thereby releasing Master Meter of any and all further obligations and liability for the AMI / AMR System.

In the event of the termination of agreement by either party, customer agrees that Master Meter has the right to retain all customer data for a period of not less than 5 years.

- F. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake,

explosion, or any other natural or manmade disaster or catastrophe; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) enactment, issuance, or operation of any municipal, county, state, or federal law, ordinance or executive, administrative, or judicial regulation, order or decree; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency. The party suffering a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

- G. **Intellectual Property**. No Intellectual Property is assigned to Customer hereunder. Master Meter shall own or continue to own all Intellectual Property used, created, and/or derived by Master Meter in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property created and/or derived by Master Meter or the Master Meter Software does not automatically vest in Master Meter by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Master Meter all right, title, and interest that Customer may have in and to such Intellectual Property. Customer agrees not to reverse engineer any Equipment or Software purchased or provided hereunder. Notwithstanding anything contained in this section to the contrary, the following shall not constitute, or be considered part of, the Intellectual Property, and Master Meter shall share all rights to the same: Customer's End Users' data and other data, procedures, or techniques generated by Customer's use of the Master Meter Software.
- H. **Confidentiality**. Both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- I. **Non-Waiver of Rights**. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

- J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Master Meter may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Master Meter.
- L. **Governing Law and Dispute Resolution.**

**Governing Law and Venue. ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY ~~TEXAS~~ LAW, EXCLUDING ITS CHOICE OF LAW RULES.  
GEORGIA**

Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, will be resolved in accordance with this Section and will be settled, if possible, by negotiation of the Parties. Either Party may, by giving written notice, refer the dispute to a meeting of appropriate representatives of each Party, to be held within twenty (20) business days after giving notice. If the dispute is not resolved within thirty (30) business days after the date of the meeting of the Parties, or any later date to which the Parties may agree, either Party may submit the dispute to any mutually agreed mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties.

These dispute resolution procedures are not intended to be used for disputes concerning actual, alleged or threatened breaches of a Party's confidentiality obligations or infringement of a Party's Intellectual Property Rights where the remedy being sought is injunctive or other equitable relief, and the Parties may immediately bring an action therefore seeking injunctive or other equitable relief. Any claims seeking monetary damages shall be resolved by arbitration as provided below, provided that such arbitration shall not preclude a Party's right to bring an action for injunctive or other equitable relief for breach of the confidentiality obligations or infringement of intellectual property rights, whether brought contemporaneously or otherwise.

- M. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- N. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- O. **Warranties/Disclaimers**

**DISCLAIMER OF WARRANTIES.**

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, ALL SERVICES AND PROVIDER MATERIALS ARE PROVIDED "AS IS" AND MASTER METER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, MASTER METER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR MASTER METER MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE SPECIFICATIONS, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

Master Meter does not guarantee, and Customer acknowledges that the Services provided may be subject to limitations, delays, and other problems inherent in the use of the internet or other communications facilities. Master Meter is not responsible for any delays, delivery failures, or other damages resulting from such problems.

Any description of product, whether in writing or made orally by Master Meter, Inc. or its agents, specifications, samples, literature, models, bulletins, drawings, diagrams, data sheets or similar materials used in connection with any customer's order are for the sole purpose of identifying product and shall not be construed as an express or implied warranty. Any suggestions by Master Meter, Inc. or its agents regarding use, application, or suitability of product shall not be construed as an express or implied warranty unless confirmed to be such in writing by Master Meter, Inc.

## Definitions

- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (1) the shares or other equity in such entity; or (2) the voting rights in such entity.
- B. **"Allegro Base Station"** identifies the Master Meter manufactured device consisting of one transceiver, to be located on a tower that receives readings from the Allegro RF Endpoints (either directly or via an Allegro Repeater) by radio frequency and passes those readings to the Head End Communication Server by TCP/IP backhaul communication.
- C. **"Allegro RF Endpoints"** identifies the Master Meter transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant Allegro Base Station or Allegro Repeater.
- D. **"Allegro Repeater"** identifies the Master Meter manufactured device consisting of one transceiver, located on utility poles which relay a single transmission between the Allegro RF Endpoints and the Allegro Base Station.
- E. **"AMI System"** identifies the Master Meter Allegro Advanced Meter Infrastructure (AMI) System comprised of the Allegro RF Endpoints, the RF Field Equipment, software licenses, FCC licenses, and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Master Meter. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- F. **"AMR System"** identifies Master Meter's technology of automating the collection of consumption, diagnostic, and status data from metering devices using a handheld, tablets, touch-read, and/or mobile "Drive-By" reading systems and transferring that data to a Meter Data Management (MDM) central database for billing, troubleshooting, and analyzing applicable metering data..
- G. **"CRM"** means the Customer Relationship Management software used to track and document issues reported to the Systems Technical Support team.
- H. **"Confidential Information"** means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, AMI / AMR System performance, AMI / AMR System architecture and design, AMI / AMR System software, other business and financial information of either party, and all trade secrets of either party.

- I. **“Covered Equipment”** includes installed base stations and repeaters.
- J. **“End User”** means any end user of water that pays Customer for the consumption of water.
- K. **“Equipment”** means the Allegro RF Endpoints, and RF Field Equipment.
- L. **“Field Devices”** means the meters, Endpoint Register Modules, and all other RF Endpoint transceivers.
- M. **“Head End Communication Server”** identifies the communication server consisting of software used to gather, store, and report data collected by the Allegro Base Stations from the Allegro RF Endpoints.
- N. **“Intellectual Property”** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, moral rights, author’s rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- O. **“Ongoing Fee”** means the monthly and/or annual fees, as applicable, to be paid by Customer during the Term of this Agreement.
- P. **“Patches”** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software.
- Q. **“Permitted Use”** refers to use of the software only for reading Customer’s meters in the Service Territory. The Permitted Use does not include reading third party meters or reading meters outside the Service Territory.
- R. **“Release”** includes Patches, Updates and Upgrades.



- S. **“RF Field Equipment”** means, collectively, Allegro Base Stations and Allegro Repeaters.
  
- T. **“Service Territory”** identifies the geographic area where Customer provides water services to End Users as of the Effective Date.
  
- U. **“Software”** means all the Master Meter proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
  
- V. **“Updates”** means releases of the Software that constitute a minor improvement in functionality.
  
- W. **“Upgrades”** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.

## EXHIBIT A

### Technical Support

Master Meter Technical Services provides utility customers with Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills will be forwarded through the Systems Technical Support team for further analysis. If Systems Technical Support has exhausted their level of support for the product type, they will escalate to the next level of support. Occasionally, on-site troubleshooting / analysis may be required. The preferred order of on-site support is:

- A. The Customer (for assistance with the easiest and lowest time-consuming activities such as power on / power off).
- B. The local distributor (where applicable).
- C. Master Meter Inc., Systems Technical Support or contracted personnel, where required to fulfill a contract commitment.

### 1. Support Categories

- 1.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Master Meter AMR/AMI Network Equipment, and Metering Products.
- 1.2. Proactive reporting and resolution of problems.
- 1.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 1.4. Responding to service requests and product changes.
- 1.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

### 2. Support Hours

Standard Support Hours: Toll-free telephone support 1-800-928-6388 is available Monday thru Friday from 7:00AM CST to 5:00PM CST.

### 3. Support Procedures

- 3.1. Customer identifies an issue or potential problem and calls System Technical Support at **1-800-928-6388**. The Systems Technical Support Associate will work to resolve the issue making notes in the Customer Relationship Management Software (CRM).
- 3.2. Systems Technical Support will identify the caller by requesting their name, utility name and state. The nature of the problem and severity will be agreed upon by both parties (either at the time the issue is managed or prior to upgrading or downgrading an existing issue) using the definitions below as a guideline. The issue is then captured into the CRM Software for resolution tracking.

**D. Severity Levels Description:**

**Severity 1** - Customer's system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention. (Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., Master Meter MDM)).

**Severity 2** - Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention. (Examples: Network equipment failure, head end software application has important functionality not working and cannot create export file for billing system operations.)

**Severity 3** - The system is usable and the issue doesn't affect critical overall operation. (Example: Minor network equipment failure; head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.)

**Severity 4** - Minor system issues, questions, new features, or enhancement requests to be corrected in future versions. (Examples: Minor system issues, general questions, and "How-To" questions.)

- 3.3. Systems Technical Support identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options and passed to accounting who will advise of any applicable charges that are required prior to continued support.
- 3.4. Calls are managed through Systems Technical Support on a first-come-first-serve basis. Level 1 Systems Technical Support will initially assist the customer and will typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new instance. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
  - a. Systems Technical Support may confirm that there is an issue or problem that needs further analysis to determine its cause. The following information is collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
  - b. Systems Technical Support may then check the CRM, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. If confirmed that the issue has been resolved, the event is closed.
  - c. If there is no known defect or support that defines the behavior, Systems Technical Support will work with the customer to reproduce the issue. If the issue can be reproduced, Systems Technical Support will escalate the issue for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, Systems Technical Support or AMR/AMI will direct the customer to the RMA team, or they may request an

RMA directly. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the RMA sample(s) for further investigation. Once it is determined that the issue cannot be resolved by Tier 1 resources, the event will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. The RMA team will keep the customer and the Systems Technical Support advised should escalation be required. The response and escalation times are listed in Section 5.

**4. Response and Resolution Targets**

Severity Level	Response Time	Target Resolution and Effort Level	Escalation Path
1	<p>During regular business hours Master Meter will begin the service request process during the initial call.</p>	<p>Master Meter will immediately assign trained and qualified team members to correct the error on an expedited basis and provide ongoing communication and status updates of a correction.</p> <p>Appropriate Resolutions:</p> <ul style="list-style-type: none"> <li>o Satisfactory workaround is provided.</li> <li>o Program patch is provided</li> <li>o Fix incorporated into future release</li> <li>o Fix or workaround incorporated into the CRM or Support Knowledge Base</li> </ul>	<p>Master Meter will make diligent efforts during normal business hours. The Service Request will be raised to Systems Technical Support Management within 4 hrs, and to the next management level after 24 hours if the request is not resolved before then.</p>
2	<p>Master Meter will respond to the customer within 1 business day and will update the request at least once a day.</p>	<p>Master Meter will assign trained and qualified team members to correct the error. Provide communication as updates occur.</p> <p>Appropriate Resolutions:</p> <ul style="list-style-type: none"> <li>o Satisfactory workaround is provided.</li> <li>o Program patch is provided</li> <li>o Fix incorporated into future release</li> <li>o Fix or workaround incorporated into the Support Knowledge Base</li> </ul>	<p>Master Meter will make diligent efforts during normal business hours. The Service Request will be raised to Systems Technical Support Management after 3 business days if the request is not resolved before then.</p>

3	Master Meter will respond to the customer within 2 business days.	90 Business Days	Master Meter will make planned efforts during normal business hours.
4	Master Meter will respond to the customer within 3-5 business days.	12 months	Master Meter will make commercially reasonable efforts to support the request during normal business hours.

Master Meter Support will make every reasonable effort to meet the following response and resolution targets: Severity, Standard Target Response, Standard Target Resolution, (one or more of the following):

**5. Problem Escalation Process**

- 5.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level.
- 5.2. Severity 1 issues are escalated by Sales or Systems Technical Support to a Support Coordinator if not resolved within 4 hours; to the next management level if not resolved within 24 hours.
- 5.3. A customer may escalate an issue by calling 1-800-928-6388. Please specify the details and Systems Technical Support representative worked with and the reason why the issue is being escalated.
- 5.4. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given issue to the Systems Technical Support Coordinator at 1-800-928-6388.

**6. General Support Provisions and Exclusions**

Specialized support from Master Meter is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.



**DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 8**

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SUBJECT: EMPLOYEE RECOGNITION

CITY COUNCIL MEETING DATE: 07/18/2022

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

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

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

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PURPOSE FOR REQUEST:

**TO RECOGNIZE AND PRESENT THE FOLLOWING:**

- JUNE 2022 EMPLOYEE OF THE MONTH
- EMPLOYEE OF THE SECOND QUARTER
- SERVICE AWARDS FOR JULY

**TO RECOGNIZE VOLUNTEERS WHO ASSISTED WITH THE IMPLEMENTATION OF THE DISC GOLF COURSE – THE SHINER’S 9 AT MAIN STREET PARK**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager



# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 9

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SUBJECT: APPEAL C2200182

CITY COUNCIL MEETING DATE: July 18, 2022

PURPOSE FOR REQUEST: **PUBLIC HEARING**

Appeal of the Planning Commission decision requires a public hearing before consideration.

HISTORY/ FACTS / ISSUES:

1. Property is in Post 4 City Council member Mark French district.
2. Applicant is appealing Planning Commission denial of VAR-C2200169 per Article IX Sec 910.3.
3. Variance request was for Zoning Article VIII Sec 802 (4) Buffer Required.
4. Applicant requested to eliminate the required 20-foot undisturbed buffer adjoining TMP 069 036, 069 037, 070 004, 070 050 and 070 049 001.

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OPTIONS:

Approve, Deny, Postpone

RECOMMENDED SAMPLE MOTION:

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DEPARTMENT: Planning and Zoning

REQUESTED BY: Stacy Harris

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



(706) 265-3256  
Fax (706) 265-4214  
[www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)

Date: 6/22/2022

To: Mayor and Council

Reference: Appeal C2200182 Planning and Zoning Department Summary

The Planning and Zoning Department has provided the following pertinent information to help you decide on this request:

1. Property is in Post 4 City Council member Mark French district.
2. Applicant is appealing Planning Commission denial of VAR-C2200169 per Article IX Sec 910.3.
3. Variance request was for Zoning Article VIII Sec 802 (4) Buffer Required.
4. Applicant requested to eliminate the required 20-foot undisturbed buffer adjoining TMP 069 036, 069 037, 070 004, 070 050 and 070 049 001.

Blessed beyond measure,



David Picklesimer  
Planning Director





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

**Appeal  
 Variance Application**

Appeal VAR- C 2200182

**RECEIVED**  
 JUN 22 2022  
 BY: \_\_\_\_\_

Application for:  Appeal     Special Exception     Adjustment

**Appeal**  
 Variance Requested: REMOVAL OF 20' BUFFER (Letter of Intent must fully describe this request)

Applicant Name: BRIAN NICHOLSON Company: BRIAN NICHOLSON DESIGN

Address: 4020 MORGAN RD City: TUCKER Zip: GA

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Owner Name(s): AERO GROUP RACING OF GEORGIA, LLC

Address: 4663 WINDSOR DRIVE City: SMYRNA Zip: GA

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Exact Location and Description of Subject Property:**

Address: 612 DUCK THURMOND RD Lot # \_\_\_\_\_

Present/Proposed Zoning: R1 Parcel # 070-060, 070-004, 069-037

District: 4th Land Lot: 289-256-221-222

Present and/or Proposed Use of Property: RESIDENTIAL / RESIDENTIAL

**Required Items:**

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

**FEE SCHEDULE**

Variance Per Ordinance Amendment	\$300.00
Administrative fee	\$100.00
Appeals and Change of Zoning Conditions	\$500.00
Public Notice Certified Mail	\$7.33 per adjacent property owner

Brian D Nicholson  
 Signature of Applicant

6/22/2022  
 Date

<b>Office Use Only</b>	
Date Completed Application Rec'd: <u>06.22.2022</u>	Amount Paid: \$ <u>68063</u> <sup>(CR)</sup> CK Cash
Date of Planning Commission Meeting:	Dates Advertised: <u>6.29.2022</u>
Approved by Planning Commission: YES NO	Approved by City Council: YES NO
Postponed: YES NO	Date:



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

**Property Owner  
 Authorization**

Appeal  
 VAR# C2200182 TMP# 070-050, 069 036  
069 037 070 004  
070 049 001 Applicant's Name: BRIAN NICHOLSON

**Property Owner Authorization**

I / We AERO HEIGHTS, LLC hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) 070-050, 070-004, 069-037, 069-036, 069-073 as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by this request.

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

Printed Name of Owner AERO HEIGHTS, LLC - BY CHARLES A. BARGE MANAGING MEMBER  
 Signature of Owner Charles Alan Barge MANAGING MEMBER Date 5/5/22  
 Mailing Address 4605 WINDSOR DR  
 City SMYRNA State GA Zip 30082  
 Telephone Number [REDACTED]

Sworn to and subscribed before me  
 this 5th day of MAY, 2022.  
Morgan Rupp  
 Notary Public, State of Georgia  
 My Commission Expires: 03-16-2024



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

# Letter of Intent

## In Support of Request for Variance - Appeal

Aero Heights properties on Duck Thurmond Road  
(parcel id #s 070-050, 070-004, , 069-036, 069-073)

On behalf of and authorized by the property owner, Aero Heights, LLC, I respectfully submit this letter of intent for an appeal regarding a variance to the above listed parcel of properties. The variance request is to remove a 20' buffer on the east side property lines. This buffer is the result of a new amendment to City of Dawsonville Zoning and Development regulations (ordinance number 02-2022 adopted Feb 7, 2022 Appendix A, Article VIII, of Subpart B of the Code of Dawsonville Georgia, Section 802: Buffer Required. )

The owners of this property are seeking to build a house overlooking the adjacent racetrack at the Atlanta Motorsports Park and possibly in the future develop a neighborhood devoted to track members and enthusiasts. This property was recently annexed into the City of Dawsonville (ANX/ZA-C2100192 approval letter dated June 22,2021). During these hearings and discussions, a 40' buffer on the northwest and southwest property lines was requested by the City Council and planning department and agreed to by the new Owners, becoming a condition of annexation and zoning as an R1 district. The recently passed zoning amendment above would create another 20' buffer on the east property line between these properties and the adjacent racetrack. This imposes an unfair burden on the property owner as they are now being asked to give up 40' on one side of the property and an additional 20' on the other side to undisturbed buffer space. This is more than is required of other similar developments and more than was negotiated for with the City of Dawsonville.

Additionally, this runs counter to the stated intent of the property owners to be close to the track to watch the races below. It is this specific desire of the owners of the property, to be close to the track, that made accepting the 40' buffer on the far side of the property a working proposition. The enforcement of this new development standard not only imposes an unfair burden on the property owners but makes the property unsuitable for their stated intentions as expressed at the annexation hearings.

I would ask the council to consider that this variance request does nothing to harm the surrounding residential areas and may in fact act as additional buffering to the existing residences. The adjoining property (Atlanta Motorsports Park) will also not be harmed in any way. There is already a required 40' buffer on the AMP side of the property line.

The specific intention of Section 802 – Required Buffers is to shield residential neighborhoods from commercial, industrial or new residential developments; not to shield commercial properties from residential development. Section 802. Buffer Required begins 'Property zoned for commercial and industrial uses shall provide a buffer, as defined by these regulations, along any rear or side property lines abutting a **residential district** ....'.

Thank you all for your consideration in this matter,

Respectfully,

Brian D Nicholson

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

### Does This Proposal Qualify For A Variance?

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

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

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

**Answer:** - This residential property abuts the Atlanta Motorsports Park on the east property lines (the property lines along which we are asking to eliminate the 20' buffer) and as such there is already a 40' buffer in place on AMP side of the property. This residential property will in no way disturb this commercial property and furthermore the owners of the property seeking the variance want to be able to see and hear the race track next door, it is the specific purpose of their acquisition of this property, as well as the assemblage. All of which were explained during the annexation of the property into Dawsonville, which was approved by the City Council. The new buffer requirements were implemented by the city in the period between annexation approval and submittal of our LDP.

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

**Answer:** - This is a very new amendment to the zoning and development regulations. The owners of this property in their purchase negotiations sought to and did have this property annexed into the city of Dawsonville.

At the time of the annexation hearings this mandatory 20' buffer at all sides was not in place nor was it mentioned as upcoming or under discussion. In those hearings it was discussed that the sound of the track was undesirable to many neighbors (but not to the property owners currently seeking variance herein) and as a result of these discussions a 40' buffer on the southwest and northwest property lines was agreed to - which in effect doubles to (2) 40' buffers between remaining existing neighbors and the race track. That buffer is now in place but to add another buffer on the east property lines creates an unfair burden (an additional 20' of buffer and loss of use) not imposed on other similar developments.

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

**Answer:** No. As discussed above it only makes the situation equitable with other similar developments.

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

**Answer:** No - This house and potential future development will be in keeping with the spirit of the residential nature of the street and neighborhood.

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

**Answer:** - No. The applicant negotiated in good faith a large neighborhood buffer before this new amendment and had no reason to expect additional buffers to be added to this property.

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

**Answer:** The specific nature of this neighborhood to be developed and this first house to be built is founded on the idea of catering to fans and members of the adjacent track. Their desire is to be close to the track physically and visually. Because of this and the desire of many residents of the neighborhood to be more shielded from the track the 40' buffer on the far side of the proposed development was agreed to by all parties (owners and city council and planning board members.) To now add a 20' buffer at the east side (track side) defeats the purpose of the development and the negotiations that created the 40' buffer on the northwest and southwest property lines.

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

**Answer:** Yes – no change of allowed use is requested.

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

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

**Adjacent  
Property Owners**

Appeal C 2200182  
VAR#-

TMP# 070 050, 069 036, 069 037, 070 004,  
070 049 001

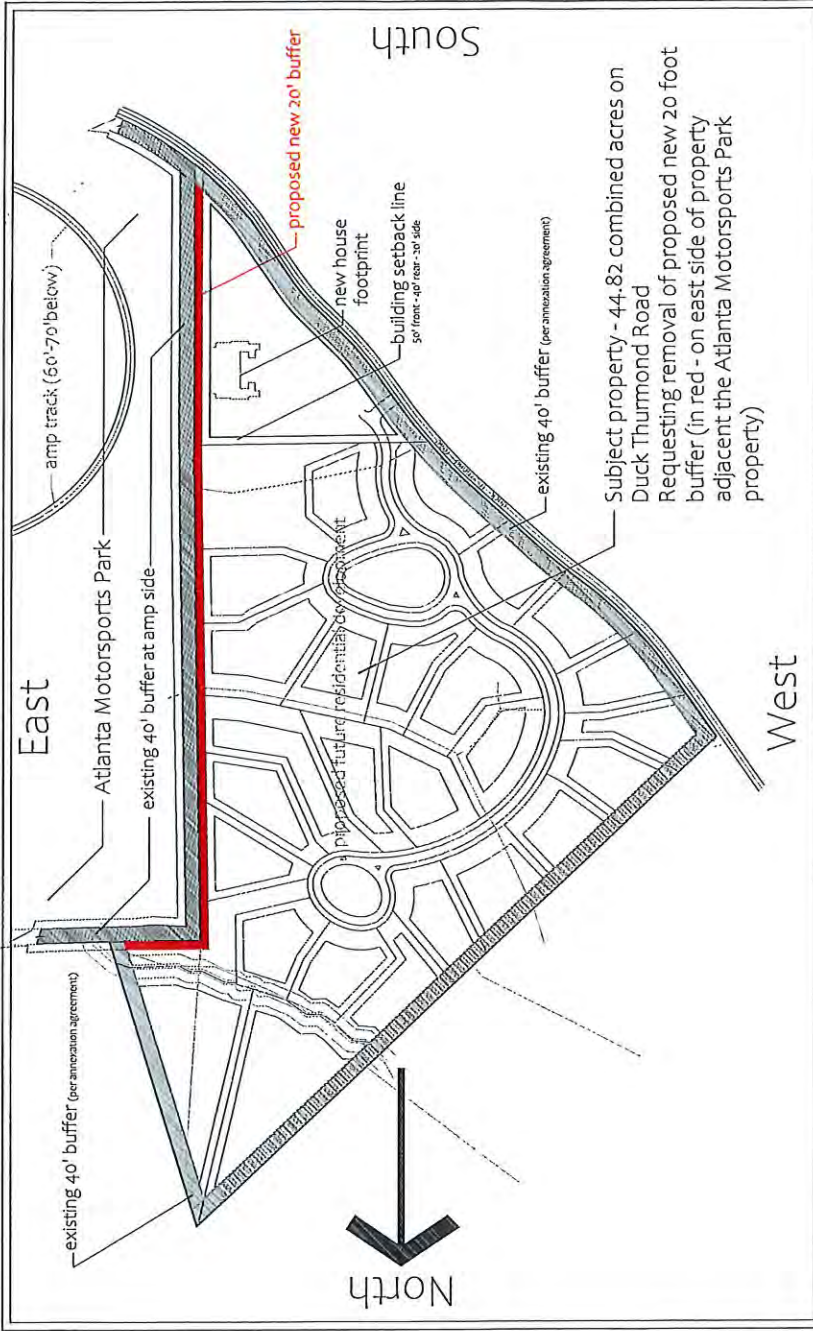
**Applicant's Name:** Brian Nicholson (on behalf of Aero Group Racing of Georgia, LLC)

**Adjacent Property Owners**

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 where the variance is being requested. Attach another page if needed. The postage for the certified letters to the adjacent property owners will be paid by the applicant.

- 1 TMP # 070 049 001 Atlanta Motorsports Park  
20 Duck Thurmond Road Dawsonville Ga 30534
- 2 TMP # 069 039 Louis Davis  
432 Davis Road Dawsonville Ga 30534
- 3 TMP # 069 032 Stephen Lynch & Rimma Fomina  
659 Nugget Ridge Road Dawsonville Ga 30534
- 4 TMP # 069 035 001 Timothy C & Lauren J Jackson  
184 Catbird Ln Dawsonville Ga 30534
- 5 TMP # 069 035 Morgan Hatcher  
950 Duck Thurmond Road Dawsonville Ga 30534
- 6 TMP # 055 082 Patsy Hamby  
927 Duck Thurmond Road Dawsonville Ga 30534
- 7 TMP # 055 083 Don & Glenda Ferguson  
877 Duck Thurmond Road Dawsonville Ga 30534
- 8 TMP # 055 084 Dallas E & Shirley Jackson  
841 Duck Thurmond Road Dawsonville Ga 30534
- 9 TMP # 055 074 Johnathon Moorman  
8725 Mica Creek Ball Ground Ga 30107-5363
- 10 TMP # 070 002 Johnathon Moorman  
8725 Mica Creek Ball Ground Ga 30107-5363
- 11 TMP # 070 024 Helen Horne Hamyrka  
683 Duck Thurmond Road Dawsonville Ga 30534

**Adjacent Property Owner notification of a variance request is required.**



Request for Variance - Site Plan (not to scale)  
 Aero Heights properties on Duck Thurmond Road  
 (parcel id #s 070-050, 070-004, 069-089, 069-036, 069-073)

Submitted 5-9-2022 by Brian Nicholson

Var -



**City Council**

Caleb Phillips, Post 1  
William Illg, Post 2  
John Walden, Post 3  
Mark French, Post 4



**Mayor**

Mike Eason

**City Manager**

Robert Bolz

**City Clerk**

Beverly Banister

**Planning Commission:**

Randy Davis, Chairperson  
Matt Fallstrom, Post 1  
Josh Nichols, Post 2  
Sandy Sawyer, Post 3  
Anna Tobolski, Post 4

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

**Planning Director,**

David Picklesimer

**Zoning Admin Assistant,**

Stacy Harris

PUBLIC NOTICE

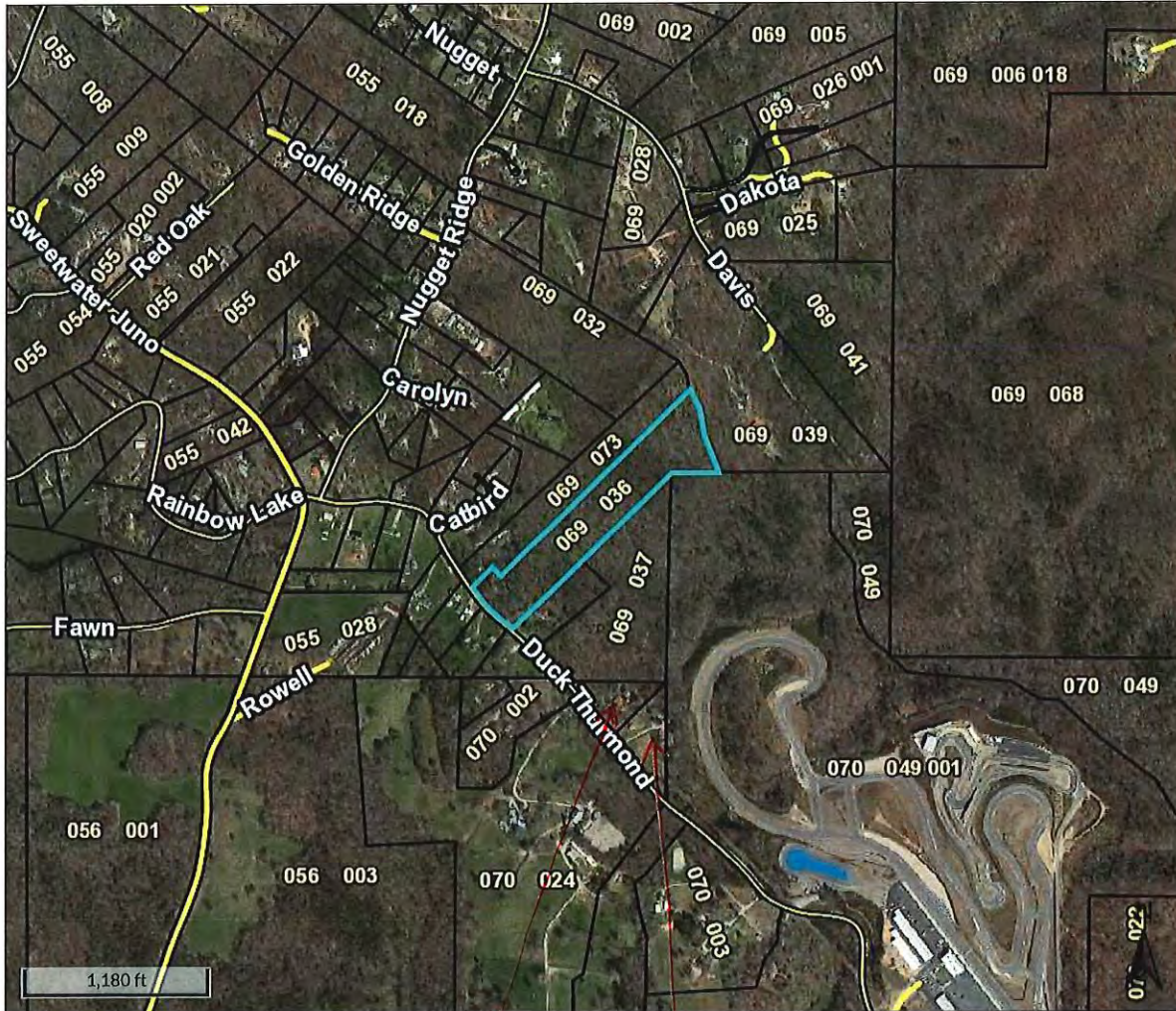
A public hearing will be heard by the City of Dawsonville City Council beginning at 5:00 p.m. respectively on the date indicated below. Public hearings are heard in the Council Chambers on the second floor at City Hall located at 415 Hwy 53 East, Dawsonville, Georgia 30534. The public is invited to participate.

.....

**APPEAL-C2200182:** Aero Group Racing of Georgia has petitioned to appeal Planning Commission denial of VAR-C2200169. Applicant is requesting to eliminate the 20' foot buffer along the east side of the property line for TMP 070 050, 070 004, 069 036, 069 037 adjoining TMP 070 049 001; Located at 612 Duck Thurmond Road. Public Hearing: City Council on Monday, July 18, 2022.

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.*



Legend  
□ Parcels

Parcel ID: 069 036  
Alt ID: 5467  
Owner: AERO HEIGHTS LLC  
Acres: 14.34  
Assessed Value: \$153900

070 004      070 050

Date created: 6/22/2022  
Last Data Uploaded: 6/21/2022 10:44:36 PM

Subject Matter: Zoning Amendment-Expirations and Buffers  
Date of First Reading: January 20, 2022  
Date of Second Reading and Public Hearing: February 7, 2022  
Date of Adoption: February 7 2022

**ORDINANCE NUMBER 02-2022**

**AN ORDINANCE BY THE CITY OF DAWSONVILLE TO AMEND ITS ZONING ORDINANCE; TO AMEND PROVISIONS ON CONDITIONAL USES AND VARIANCES; TO AMEND PROVISIONS RELATED TO CITY INITIATED REZONINGS; TO ADDRESS BUFFERS; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR SEVERABILITY; AND FOR OTHER PURPOSES**

**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;

**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;

**WHEREAS**, the City finds that the 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;

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

**WHEREAS**, this Ordinance is necessary for the purpose of promoting the health, safety, morals, convenience, order, prosperity, and general welfare of the City of Dawsonville (the "City");

**AND WHEREAS**, the Mayor and City Council of the City desire to exercise their authority to adopt this ordinance.

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

**SECTION 1.**

Appendix A, Article VIII, of Subpart B of the Code of Dawsonville, Georgia, **Section 802: Buffer Required** is hereby amended by repealing the existing Section 802, and replacing it with the following which shall be a new Section 802:

## **Sec. 802. Buffer required.**

Property zoned for commercial and industrial uses shall provide a buffer, as defined by these regulations, along any rear or side property lines abutting a residential district or abutting an alley across from a specified residential district, provided that no buffer shall extend within 15 feet of a public right-of-way line. Minimum buffer widths shall be established in accordance with the following stipulations.

1. When an HB, CBD, or NB district abuts a residential district, a setback of 40 feet shall be provided, including a 30-foot buffer.
2. When an LI or CIR district abuts a residential district, a setback of 60 feet shall be provided, including a 50-foot buffer.
3. When any district abuts a TB district, a ten-foot planted landscape buffer shall be provided on property which abuts the TB district.
4. Properties zoned residential in common subdivision developments shall provide a 20-foot undisturbed buffer along any of the development adjoining property lines.

It shall be the responsibility of the developer to designate required buffers on construction plans and provide tree save to delineate buffer areas to ensure that existing vegetation within required buffers is maintained, unless disturbance of the buffer is approved by the planning director or designee as specifically provided herein. Wherever a buffer, in the determination of the Planning Director or his designee, is so sparsely vegetated that it does not achieve the buffer purpose of visually screening and separating properties, it shall be the duty of the developer to provide for additional plantings to achieve that purpose.

Prohibited buffer encroachments include, but are not limited to, buildings, pavement, parking, service areas, detention ponds, roads, septic tanks, septic drain fields, walls.

A buffer may be disturbed for approved access and utility crossings including, but not limited to, water and sewer lines, drainage pipes, drainage swells, privacy fence and gas lines if it does so via perpendicular crossing. Privacy fence installed parallel shall be installed along adjoining property line and or along the 20-foot buffer line. In addition, the removal of non-native, invasive species is allowed within the buffer zone at the discretion of the planning director. Any approved buffer disturbance must be accompanied by buffer replanting in order to achieve the buffer purpose of visual screening and separation.

It shall be the responsibility of the property owner of the lot to be used or built upon to maintain existing vegetation within required buffers and to replant where sparsely vegetated or install fencing as approved to achieve the desired screening. Installation of vegetation or fencing may be phased in accordance with approved building plans.

## **SECTION 2.**

Appendix A, Article IX of Subpart B of the Code of Dawsonville, Georgia, **Section 917: Expiration of Conditional Use, Variance and Zoning Approval**, is hereby amended by repealing the existing Section 917 and replacing it with the following which shall be a new Section 917:



# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 10

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SUBJECT: ANX C2200161

CITY COUNCIL MEETING DATE: 07/18/2022

PURPOSE FOR REQUEST: **VOTE**

Annexation application requires a public hearing before approval.

HISTORY/ FACTS / ISSUES:

1. Property is located within post 4 Mark French council district.
2. The subject property adjoins City zoned PUD district to the south, County RPC district to the east, City PUD district to the west and City PUD district to the north.
3. Applicant is requesting to annex 1.04 acres.
4. Existing County RPC zoning.
5. Proposed City RPC zoning.
6. Etowah water service is current provider.
7. Onsite septic system is currently in use.
8. Roadway infrastructure is private maintained.
9. City Council approved open annexation on 12/20/21 thru 4/30/22 for unincorporated islands properties.
10. Dawson County Board of Commissioners heard the request on 5/19/22. The board had no objection to the request and did not take a vote. Approval by 30-day default will be on 6/4/22.
11. Planning Commission approved the request on 6/13/22 without conditions.

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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DEPARTMENT: Planning and Zoning

REQUESTED BY: David Picklesimer

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



(706) 265-3256  
Fax (706) 265-4214  
[www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)

Date: 6/14/2022

To: Mayor and Council

Reference: ANX C2200161 Planning and Zoning Department Summary

The Planning and Zoning Department has provided the following pertinent information to help you decide on this request:

1. Property is located within post 4 Mark French council district.
2. The subject property adjoins City zoned PUD district to the south, County RPC district to the east, City PUD district to the west and City PUD district to the north.
3. Applicant is requesting to annex 1.04 acres.
4. Existing County RPC zoning.
5. Proposed City RPC zoning.
6. Etowah water service is current provider.
7. Onsite septic system is currently in use.
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11. Planning Commission approved the request on 6/13/22 without conditions.

Blessed,

  
David Picklesimer  
Planning Director

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



(706) 265-3256  
Fax (706) 265-4214  
[www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)

Date: 5/20/2022

To: Planning Commission

Reference: ANX C2200161 Planning and Zoning Department Summary

The Planning and Zoning Department has provided the following pertinent information to help you decide on this request:

1. Property is in post 4 Anna Tobolski commission district.
2. The subject property adjoins City zoned PUD district to the south, County RPC district to the east, City PUD district to the west and City PUD district to the north.
3. Applicant is requesting to annex 1.04 acres.
4. Existing County RPC zoning.
5. Proposed City RPC zoning.
6. Etowah water service is currently in use.
7. Onsite septic system is currently in use.
8. Roadway infrastructure is private maintained.
9. City Council approved open annexation on 12/20/21 thru 4/30/22 for unincorporated islands properties.
10. Dawson County Board of Commissioners heard the request on 5/19/22. The board had no objection to the request and did not take a vote. Approval by 30-day default will be on 6/4/22.

Blessed,



David Picklesimer  
Planning Director

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



706.265.3256  
[www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)

May 2, 2022

Via Certified Mail 7018 3090 0001 6005 4204

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

**Re: Annexation of Property of Dustin Gillespie; ANX C2200161; TMP 090 099; 544 Gold Bullion Drive West.**

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; June 20, 2022, and July 18, 2022.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of JSW Gee Corner, LLC. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

Stacy Harris  
Zoning Administrative Assistance

Enclosures

cc: David Headley, County Manager  
Dawson County Attorney





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

**Annexation Petition  
 Application**

**Island Annexation**

ANNEXATION # C2200161

*Gold creek Golf Club  
 unit 3 Lot 15*

ZONING AMENDMENT APPLICATION AND FEES RECEIVED?  YES  NO

Applicant Name(s): Dustin Gillespie  
 Address: 544 Gold Bullion Dr W City: Dawsonville State: GA Zip: 30534  
 E-Mail: [REDACTED]

Cell Number(s): [REDACTED]  
 Property Owner's Name(s): Dustin Gillespie  
 Address: 544 Gold Bullion Dr. W City: Dawsonville State: GA Zip: 30534  
 E-Mail: \_\_\_\_\_

Property Owner's Telephone Number(s): \_\_\_\_\_  
 Address of Property to be Annexed: 544 Gold Bullion Dr. W  
 TMP #: 090 099 Acre(s): 1.04 Survey Recorded in Plat Book # Page #: 37 173  
 Land Lot #: 35 District #: 4A Section # 15 Legal Recorded in Deed Book # Page #: 1524 564  
 Current Use of Property: Residential  
 County Zoning Classification: RPC City Zoning Classification: RPC

**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 of the Court office.

**FEE SCHEDULE**

Annexation Fee	\$300.00
Administrative fee	\$100.00
Public Notice Certified Mail	\$7.33 per adjacent property owner

<b>Office Use Only</b>	<i>Island Annexation Fees Waived by CC 12.20.21</i>		
Date Completed Application Rec'd: <u>04.26.2022</u>	Amount Paid: <u>5*</u>	CK	Cash
Date of Planning Commission Meeting: <u>06.13.2022</u>	Dates Advertised:		
Date of City Council Meeting: <u>06.20.2022</u>	Rescheduled for next Meeting:		
Date of City Council Meeting: <u>07.19.2022</u>	Approved by City Council: YES NO		
Approved by Planning Commission: YES NO	Postponed: YES NO Date:		

**RECEIVED**  
 APR 26 2022  
 BY: SAT



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

**Annexation Petition**  
**Application**

Application # **ANX** C2200161 TMP#: 090099

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.

- TMP # 090098 1. Name(s): Leslie Ann + Judith + Larry sr Rodgers  
 Address: 598 Gold Bullion Dr W  
Dawsonville, GA 30534
- TMP # 090105 2. Name(s): James Gray  
 Address: 14 miners way  
Dawsonville, GA 30534
- TMP # 090100 3. Name(s): Mohora Vasquez  
 Address: 2915 Cedar Knoll Dr  
Roswell, GA 30076
- TMP # 090094 4. Name(s): Nancy + Michael McCue  
 Address: 539 Gold Bullion Drive W  
Dawsonville, GA 30534
- TMP # 090095 5. Name(s): Jamie + Amanda McCracken  
 Address: 551 Gold Bullion Dr  
Dawsonville, GA 30534
- TMP # 090026 6. Name(s): B+K Turner Family  
 Address: 1090 Oak haven Drive  
Roswell, GA 30075
- TMP # \_\_\_\_\_ 7. Name(s): \_\_\_\_\_  
 Address: \_\_\_\_\_

THE APPLICANT, OR DESIGNED AGENT, **MUST\*** ATTEND THE PUBLIC HEARINGS FOR THE CONDITIONAL USE REQUEST TO BE CONSIDERED.

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



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

**Annexation Petition  
 Application**

Property Owner(s) Authorization

I / We the undersigned, being the owner(s) of real property of the territory described herein as 544 Gold Bullion Dr. West (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.

[Signature]  
 Property Owner Signature

Dustin Gillespie  
 Property Owner Printed Name

\_\_\_\_\_  
 Property Owner Signature

\_\_\_\_\_  
 Property Owner Printed Name

\_\_\_\_\_  
 Applicant Signature

\_\_\_\_\_  
 Applicant Printed Name

\_\_\_\_\_  
 Applicant Signature

\_\_\_\_\_  
 Applicant Printed Name

State of Georgia  
 County of Dawson

Sworn to and subscribed before me this  
 this 26<sup>th</sup> day of April 2022

[Signature]  
 Notary Public, State of Georgia



My Commission Expires: 10/26/2025

Planning Commission Meeting Date (if rezone): 6.13.2022

Dates Advertised: \_\_\_\_\_

1<sup>st</sup> City Council Reading Date: 6.20.2022

2<sup>nd</sup> City Council Reading Date: 7.18.2022

Approved: YES NO

Date Certified Mail to: \_\_\_\_\_ County Board of Commissioners & Chairman \_\_\_\_\_ County Manager \_\_\_\_\_ County Attorney

Letter Received from Dawson County Date: \_\_\_\_\_



Return Recorded Document to:  
Angela Grant Clark  
65-A Turner Road, P.O. Box 611  
Dahlonega, GA 30533

Filed in Office: 09/08/2021 09:33AM  
Deed Doc: WD  
Bk 01524 Pg 0564-0565  
Georgia Transfer Tax Paid : \$430.00  
Justin Power Clerk of Court  
Dawson County  
0422021001884

**LIMITED  
WARRANTY DEED**

STATE OF GEORGIA  
COUNTY OF DAWSON

FILE #: 21RE-505

**THIS INDENTURE** made this 3rd day of September, 2021, between **Burl Matthew Hitch**, of the County of Dawson and State of Georgia, as party of the first part, hereinunder called Grantor, and **Dustin Ray Gillespie**, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH** that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

**SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE**

This Deed is given subject to all easements and restrictions of record.

**TO HAVE AND TO HOLD** the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in **FEE SIMPLE**.

**AND THE SAID** Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

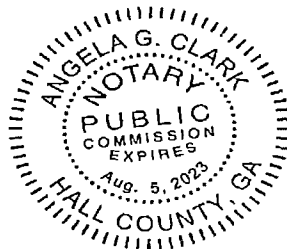
**IN WITNESS WHEREOF**, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in presence of:

Claudia Head  
Witness

Burl Matthew Hitch (SEAL)

Angela G. Clark  
Notary Public  
State of Georgia  
My Commission Expires: August 5, 2023



FILE#: 21RE-505

EXHIBIT 'A'

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 35 OF THE 4<sup>TH</sup> DISTRICT, 1<sup>ST</sup> SECTION OF DAWSON COUNTY, GEORGIA, BEING LOT 15, BLOCK F, GOLD CREEK GOLF CLUB, UNIT 3, AS PER PLAT RECORDED IN PLAT BOOK 37, PAGE 172, IN THE OFFICE OF THE CLERK OF COURT OF THE SUPERIOR COURT OF DAWSON COUNTY, GEORGIA.

SUBJECT TO RESTRICTIVE COVENANTS DECLARATION OF PROTECTIVE COVENANTS AS RECORDED IN DEED BOOK 205, PAGE 484, AMENDED IN DEED BOOK 1118, PAGE 407, DAWSON COUNTY RECORDS.

THIS CONVEYANCE IS MADE TOGETHER WITH AND SUBJECT TO EASEMENTS FOR PUBLIC ROADS AND UTILITIES NOW IN USE.

THIS CONVEYANCE IS MADE TOGETHER WITH AND SUBJECT TO ANY EASEMENTS OF RECORDS OR EASEMENTS LOCATED ON THE PROPERTY ABOVE DESCRIBED.

21RE-505

A handwritten signature in black ink, appearing to be 'BMA' with a long horizontal stroke extending to the right.

**MINUTES**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, December 20, 2021**  
**5:00 P.M.**

---

15. **2022 MAYOR PRO TEMPORE APPOINTMENT:** Motion to approve Councilmember Walden as the 2022 Mayor Pro Tempore made by C. Phillips; second by W. Ilig. Vote carried three in favor (Phillips, Ilig, French) with one abstained (Walden)
16. Ordinance No. 07-2021: An Ordinance To Amend The Water And Sewer Ordinance Of The City Of Dawsonville; To Provide For Further Regulation Of Wastewater Suspended Solids, To Provide An Effective Date; And For Other Purposes. (First Reading: December 20, 2021; Second Reading and Consideration to Adopt: January 6, 2022)
- Utilities Operations Manager Jacob Barr read the first reading of the ordinance amendment and explained the changes to the ordinance.

#### **WORK SESSION**

17. **REDISTRICTING PRESENTATION BY FAITH BRYAN:** Faith Bryan from the Georgia Mountain Regional Commission explained the City of Dawsonville has increased in population according to the State by 1,084 making the population of the City 3,838. Using the 2020 Census blocks she updated each post accordingly with the population increase and there was a deviation of higher than ten percent in some areas which is not permitted. Therefore, she had to redistrict some of the areas by census blocks to balance the population increase to alleviate the ten percent deviation. She utilized the 94-171 2020 Census Data Redistricting File to prepare the proposed map.
- Attorney Tallant stated the City can proceed with adopting the new redistricting map through a Charter Amendment. It will not require legislative approval from the State.
18. **ZONING ORDINANCE ARTICLE VIII, SECTION 802 – BUFFER REQUIREMENTS:** Planning Director Picklesimer explained the request to move forward with an ordinance amendment regarding buffer requirements.
- Motion to approve moving forward with the ordinance amendment made by W. Ilig; second by J. Walden. Vote carried unanimously in favor.
19. **ZONING ORDINANCE ARTICLE IX, SECTION 917 – EXPIRATION OF CONDITIONAL USE, VARIANCE AND ZONING APPROVAL:** Planning Director Picklesimer explained the request to move forward with an ordinance amendment regarding sunset laws.
- Motion to approve moving forward with the ordinance amendment made by J. Walden; second by W. Ilig. Vote carried unanimously in favor.
20. **OPEN ANNEXATION DISCUSSION:** Mayor Eason explained the City has offered an open annexation period twice in the past in order to attempt to clean up the islands in the City. This will enable citizens to annex their property at no cost; he is requesting Council to consider another period of time for open annexation. Short discussion occurred.
- Motion to approve an open annexation period from now through April 30, 2022 made by W. Ilig; second by M. French. Vote carried unanimously in favor.

#### **STAFF REPORTS**

21. **BOB BOLZ, CITY MANAGER:** City Manager Bolz provided his report in the agenda packet and reported the leak adjustment for the month was \$1913.19; the DCHS took in 300 cans for our food barrel, and he also stated COVID numbers are on the rise. Mayor Eason commented on the amount of the leak adjustment; Bolz stated it was for three separate properties.
22. **ROBIN GAZAWAY, FINANCE ADMINISTRATOR:** Financial reports representing fund balances and activity through November 30, 2021 were provided in the agenda packet. No questions from Council.

**MINUTES**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, December 20, 2021**  
**5:00 P.M.**

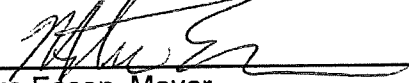
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**ADJOURNMENT:**

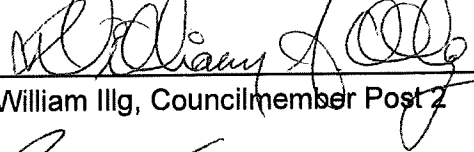
At 5:45 p.m. a motion to adjourn the meeting was made by J. Walden; second by W. Illg. Vote carried unanimously in favor.

**Approved this 20<sup>th</sup> day of January 2022**

By: CITY OF DAWSONVILLE

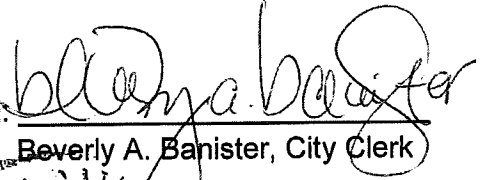
  
\_\_\_\_\_  
Mike Eason, Mayor

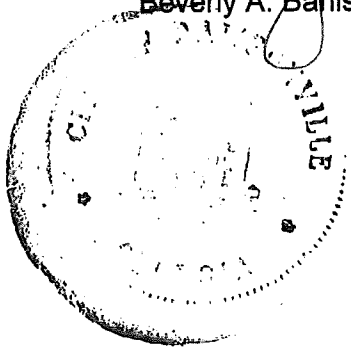
  
\_\_\_\_\_  
Caleb Phillips, Councilmember Post 1

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

  
\_\_\_\_\_  
John Walden, Councilmember Post 3

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

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

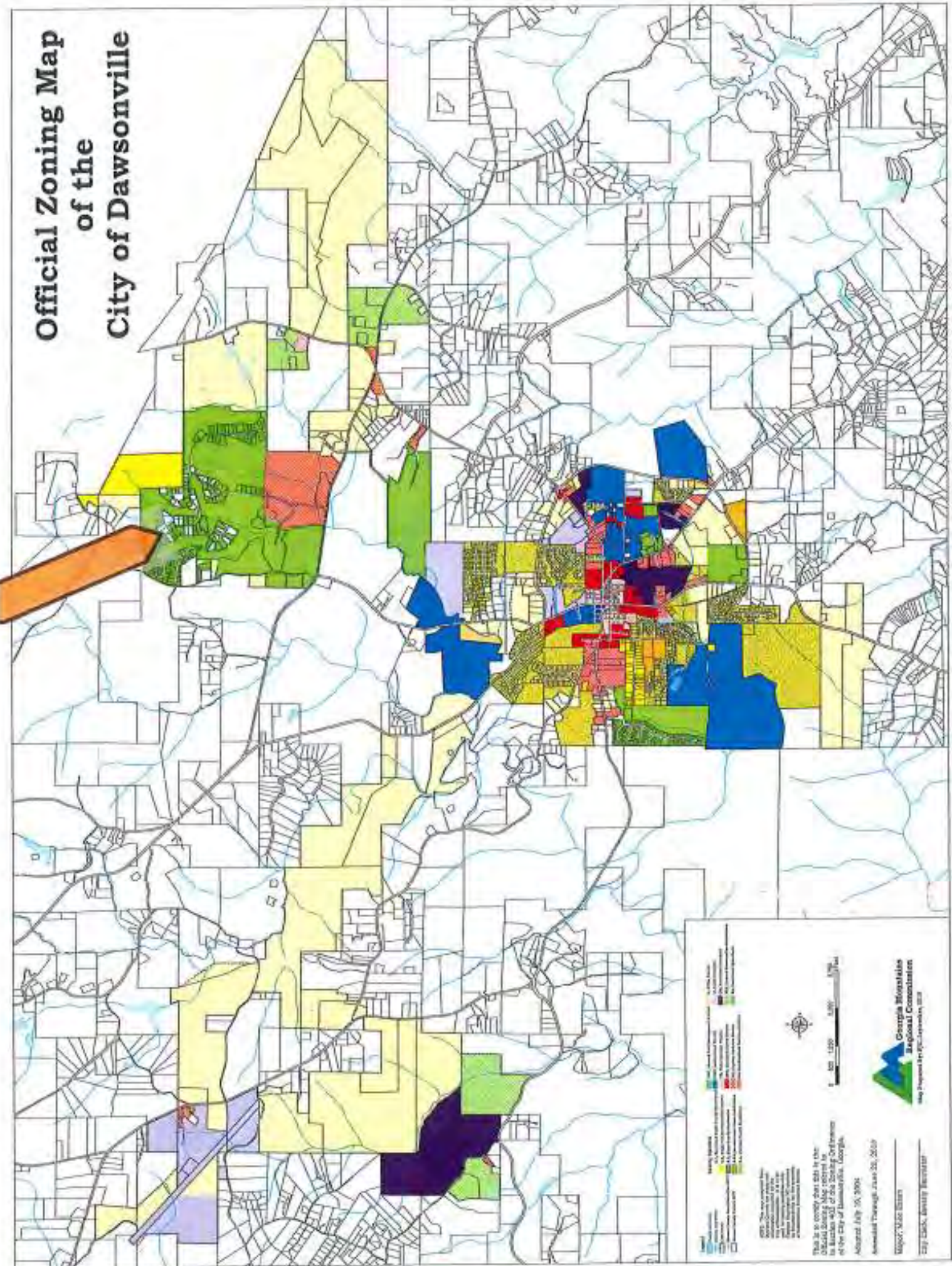






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Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN  
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# Official Zoning Map of the City of Dawsonville



**Legend**

- City Boundary
- County Boundary
- Water
- Highway
- Major Road
- Minor Road
- Utility Line
- Other

**Zoning Districts**

- Residential Single-Family (RS)
- Residential Medium-Density (RM)
- Residential Single-Family Detached (RS-1)
- Residential Single-Family Attached (RS-2)
- Residential Medium-Density Attached (RM-1)
- Residential Medium-Density Attached (RM-2)
- Residential Medium-Density Attached (RM-3)
- Residential Medium-Density Attached (RM-4)
- Residential Medium-Density Attached (RM-5)
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- Residential Medium-Density Attached (RM-100)

**Scale**

0 500 1,000 1,500 2,000 Feet

**North Arrow**

**Georgia Bioscience Regional Consortium**  
Map Prepared by APC/June 2004

**Map of Dawsonville, Georgia**  
Approved: July 20, 2004  
Revised: Through June 20, 2004  
Map of Dawsonville, Georgia  
City Clerk, Beverly McCallister

**City Council**

Caleb Phillips, Post 1  
William Illg, Post 2  
John Walden, Post 3  
Mark French, Post 4



**Mayor**  
Mike Eason

**City Manager**  
Robert Bolz

**City Clerk**  
Beverly Banister

**Planning Commission:**

Randy Davis, Chairperson  
Matt Fallstrom, Post 1  
Josh Nichols, Post 2  
Sandy Sawyer, Post 3  
Anna Tobolski, Post 4

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

**Planning Director,**  
David Picklesimer

**Zoning Admin Assistant,**  
Stacy Harris

**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-C2200161:** Dustin Gillespie has petitioned to annex into the city limits of Dawsonville the 1.04 acre tract known as TMP 090 099, Located at 544 Gold Bullion Drive W, with a County Zoning of RPC (Residential Planned Community) to City Zoning RPC (Residential Planned Community). Public Hearing Dates: Planning Commission on June 13, 2022, and City Council on June 20, 2022. City Council for a decision on July 18, 2022.

**ANX-C2200162:** Ryan and Jessica Disharoon have petitioned to annex into the city limits of Dawsonville the 2.36 acre tract known as TMP 090 107 and 090 104, Located at 446 Gold Bullion Drive W, with a County Zoning of RPC (Residential Planned Community) to City Zoning RPC (Residential Planned Community). Public Hearing Dates: Planning Commission on June 13, 2022, and City Council on June 20, 2022. City Council for a decision on July 18, 2022.

**VAR-C2200169:** Aero Group Racing of Georgia has petitioned to eliminate the 20' foot buffer along the east side of the property line for TMP 070 050, 070 004, 069 036, 069 037 adjoining TMP 070 049 001; Located at 612 Duck Thurmond Road. Public Hearing: Planning Commission on June 13, 2022.

**ANX-C2200170:** B&K Turner Family, LLP has petitioned to annex into the city limits of Dawsonville the 35.31 acre tract known as TMP 083 025, Located at Land Lot 584, 4<sup>th</sup> District, Section 1, with a County Zoning of RA (Residential Agricultural/Residential Exurban) to City Zoning AP (Annexed Property District). Public Hearing Dates: Planning Commission on June 13, 2022, and City Council on June 20, 2022. City Council for a decision on July 18, 2022.

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.*

**Sec. 121-72 - RPC Residential Planned Community.**

The Residential Planned Community District is a parcel of land developed with a variety of land uses which may vary from strict application of minimum standards in other land use classifications with the purpose of encouraging the development of large tracts of land as planned communities; encourage flexible and creative concepts in site planning; preserve the natural environment by encouraging scenic and functional open areas within residential areas; and provide for an efficient use of land resulting in increased efficiency in providing services, thus lowering development costs due to the smaller networks for streets and shorter utility lines. The Residential Planned Comprehensive Development is a flexible alternative which advocates the grouping or clustering of lots and buildings on a smaller portion of the tract, where the developer can maintain the same residential density but offer smaller lots, with remaining land dedicated or reserved for open space, agriculture, woodlands or recreation.

- (1) *Applicability.* RPC is permitted only if a single developer or development group is planning and constructing the entire unit, including all amenities, and shall not be available to any development if any lots or parcels are sold to others before construction of amenities and buildings (excepting single family residences). Amenities may be shown as part of a specific phase(s) of the master plan and must be constructed accordingly.
- (2) In the event of the failure of the developer to complete any portion of the approved plan, then all requirements of subdivision regulations shall be complete before sale of any lots or issuance of building or occupancy permits.
- (3) The minimum acreage permitted for RPC is 100 contiguous acres. The amount of permanent open space or natural space required shall be no less than 40 percent of the development. An active amenity area consisting of at least a pool, clubhouse, and two tennis courts is required. The overall net density shall be no more than one unit per acre. In some cases, the health department may require a lower density for septic tank requirements based on soils and slope.
- (4) An application for zoning and any development permits shall be preceded in each case by informal meeting with the planning staff prior to submission and shall be consistent with the format required for subdivision approval with the following additions:
  - a. A proposed master plan showing at minimum:
    1. Total property area included in the development with a legal description of the subject property and bounds;
    2. Proposed buildings with approximate square footage and footprints;
    3. Proposed street layout;
    4. Existing topographic conditions to include a contour interval of a minimum five feet based on field surveys or photogram metric photogrammetric methods;

**ARTICLE XVIII. - RPC RESIDENTIAL PLANNED COMMUNITY****Sec. 1801. - Purpose.**

The residential planned community district is a parcel of land developed with a variety of land uses which may vary from strict application of minimum standards in other land use classifications with the purpose of encouraging the development of large tracts of land as planned communities; encourage flexible and creative concepts in site planning; preserve the natural environment by encouraging scenic and functional open areas within residential areas; and provide for an efficient use of land resulting in increased efficiency in providing services, thus lowering development costs due to the smaller networks for streets and shorter utility lines.

(Ord. of 12-3-2018)

**Sec. 1802. - In general.**

The residential planned comprehensive development is a flexible alternative which advocates the grouping or clustering of lots and buildings on a smaller portion of the tract, where the developer can maintain the same residential density but offer smaller lots, with remaining land dedicated or reserved for open space, agriculture, woodlands or recreation.

1. **Applicability.** RPC is permitted only if a single developer or development group is planning and constructing the entire unit, including all amenities, and shall not be available to any development if any lots or parcels are sold to others before construction of amenities and buildings (excepting single family residences). Amenities may be shown as part of a specific phase(s) of the master plan and must be constructed accordingly.
2. In the event of the failure of the developer to complete any portion of the approved plan, then all requirements of subdivision regulations shall be complete before sale of any lots or issuance of building or occupancy permits.
3. The amount of permanent open space or natural space required shall be no less 30 percent of the development. An active amenity area is required. **The overall net density shall be no more than one unit per acre except for** multi-family applications which shall be four units per acre.  
  
In some cases, the health department may require a lower density for septic tank requirements based on soils and slope.
4. An application for zoning and any development permits shall be preceded in each case by informal meeting with the mayor or other council member, the city manager and the planning director or designee as available prior to submission and shall be consistent with the format



# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 11

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SUBJECT: ANX C2200162

CITY COUNCIL MEETING DATE: 07/18/2022

PURPOSE FOR REQUEST: **VOTE**

Annexation application requires a public hearing before approval.

HISTORY/ FACTS / ISSUES:

1. Property is in post 4 Mark French Council district.
2. The subject property adjoins City zoned PUD district to the south, City PUD district to the east, City PUD district to the west and City PUD district to the north.
3. Applicant is requesting to annex 2.36 acres.
4. Existing County RPC zoning.
5. Proposed City RPC zoning.
6. Etowah water service is provider.
7. Onsite septic system is currently in use.
8. Roadway infrastructure is private maintained.
9. City Council approved open annexation on 12/20/21 thru 4/30/22 for unincorporated islands properties.
10. Dawson County Board of Commissioners heard the request on 5/19/22. The board had no objection to the request and did not take a vote. Approval by 30-day default will be on 6/4/22.
11. Planning Commission approved the request on 6/13/22 without conditions.

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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DEPARTMENT: Planning and Zoning

REQUESTED BY: David Picklesimer

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



(706) 265-3256  
Fax (706) 265-4214  
[www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)

Date: 6/14/2022

To: Mayor and Council

Reference: ANX C2200162 Planning and Zoning Department Summary

The Planning and Zoning Department has provided the following pertinent information to help you decide on this request:

1. Property is in post 4 Mark French Council district.
2. The subject property adjoins City zoned PUD district to the south, City PUD district to the east, City PUD district to the west and City PUD district to the north.
3. Applicant is requesting to annex 2.36 acres.
4. Existing County RPC zoning.
5. Proposed City RPC zoning.
6. Etowah water service is provider.
7. Onsite septic system is currently in use.
8. Roadway infrastructure is private maintained.
9. City Council approved open annexation on 12/20/21 thru 4/30/22 for unincorporated islands properties.
10. Dawson County Board of Commissioners heard the request on 5/19/22. The board had no objection to the request and did not take a vote. Approval by 30-day default will be on 6/4/22.
11. Planning Commission approved the request on 6/13/22 without conditions.

Blessed,



David Picklesimer  
Planning Director

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



(706) 265-3256  
Fax (706) 265-4214  
[www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)

Date: 5/17/2022

To: Planning Commission

Reference: ANX C2200162 Planning and Zoning Department Summary

The Planning and Zoning Department has provided the following pertinent information to help you decide on this request:

1. Property is in post 4 Anna Tobolski Commission district.
2. The subject property adjoins City zoned PUD district to the south, City PUD district to the east, City PUD district to the west and City PUD district to the north.
3. Applicant is requesting to annex 2.36 acres.
4. Existing County RPC zoning.
5. Proposed City RPC zoning.
6. Etowah water service is provider.
7. Onsite septic system is currently in use.
8. Roadway infrastructure is private maintained.
9. City Council approved open annexation on 12/20/21 thru 4/30/22 for unincorporated islands properties.
10. Dawson County Board of Commissioners heard the request on 5/19/22. The board had no objection to the request and did not take a vote. Approval by 30-day default will be on 6/4/22.

Blessed,

  
David Picklesimer  
Planning Director



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



706.265.3256  
[www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)

May 2, 2022

Via Certified Mail 7018 3090 0001 6005 4259

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

**Re: Annexation of Property of Ryan and Jessica Disharoon; ANX C2200162; TMP 090 107 & 090 104; 466 Gold Bullion Drive West.**

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; June 20, 2022, and July 18, 2022.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of JSW Gee Corner, LLC. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

Stacy Harris  
Zoning Administrative Assistance

Enclosures

cc: David Headley, County Manager  
Dawson County Attorney



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

**Annexation Petition  
Application**

**Island Annexation**

ANNEXATION # C2200162

ZONING AMENDMENT APPLICATION AND FEES RECEIVED ?  YES  NO

Unit 3 Lot 22 + 23  
Gold Creek Golf Club

Applicant Name(s): Ryan and Jessica Disharoon  
Address: 4416 Gold Bullion Dr. W. City: Dawsonville State: GA Zip: 30534  
E-Mail: \_\_\_\_\_

Cell Number(s): \_\_\_\_\_  
Property Owner's Name(s): Ryan and Jessica Disharoon  
Address: 4416 Gold Bullion Dr. W. City: Dawsonville State: GA Zip: 30534  
E-Mail: \_\_\_\_\_

Property Owner's Telephone Number(s): \_\_\_\_\_  
Address of Property to be Annexed: 4416 Gold Bullion Dr. W. Dawsonville GA 30534  
TMP: 090107, 090-104 Acre(s): 2.36 Survey Recorded in Plat Book # Page #: 80/88  
Land Lot #: 35 District #: 4 Section #: 1 Legal Recorded in Deed Book # Page #: 1356/202  
Current Use of Property: Single family Residence  
County Zoning Classification: RPC City Zoning Classification: RPC

**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 of the Court office.

**FEE SCHEDULE**

Annexation Fee	\$300.00
Administrative fee	\$100.00
Public Notice Certified Mail	\$7.33 per adjacent property owner

*Island Annexation  
Fees waived by CC  
12.20.21*

<b>Office Use Only</b>	
Date Completed Application Rec'd: <u>04.28.2022</u>	Amount Paid: \$ CK Cash
Date of Planning Commission Meeting: <u>06.13.2022</u>	Dates Advertised:
Date of City Council Meeting: <u>06.30.2022</u>	Rescheduled for next Meeting:
Date of City Council Meeting: <u>07.18.2022</u>	Approved by City Council: YES NO
Approved by Planning Commission: YES NO	Postponed: YES NO Date:



City of Dawsonville  
Planning and Zoning Department

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

Annexation Petition  
Application

Application # ANX C2300162 TMP#: 090 104 & 090107

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.

- TMP # 090108 1. Name(s): Joseph + Sarah Dixon  
Address: 412 Gold Bullion Drive W  
Dawsonville, GA 30534
- TMP # 0900262 2. Name(s): B + K Turner family  
Address: 1090 Oakhaven Drive Suite 215  
Roswell, GA 30075
- TMP # 090 105 3. Name(s): James Gray  
Address: 14 miners Way  
Dawsonville, GA 30534
- TMP # 090 103 4. Name(s): Dwight + Linda Kiker  
Address: 54 Miners Way  
Dawsonville, GA 30534
- TMP # 090 092 5. Name(s): Gloria + Eugene Dragdon  
Address: 467 Gold Bullion Dr W  
Dawsonville, GA 30534
- TMP # 090 091 6. Name(s): Sachinkumar + Chiraskumari Patel  
Address: 441 Gold Bullion Dr W  
Dawsonville, GA 30534
- TMP # \_\_\_\_\_ 7. Name(s): \_\_\_\_\_  
Address: \_\_\_\_\_

THE APPLICANT, OR DESIGNED AGENT, **MUST\*** ATTEND THE PUBLIC HEARINGS FOR THE CONDITIONAL USE REQUEST TO BE CONSIDERED.

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



**City of Dawsonville  
Planning and Zoning Department**

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

**Annexation Petition  
Application**

Property Owner(s) Authorization

I / We the undersigned, being the owner(s) of real property of the territory described herein as 446 Gold Bullion Dr. W, Dawsonville (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.

[Signature]  
Property Owner Signature  
[Signature]  
Property Owner Signature

Ryan Disharoon  
Property Owner Printed Name  
Jessica Disharoon  
Property Owner Printed Name

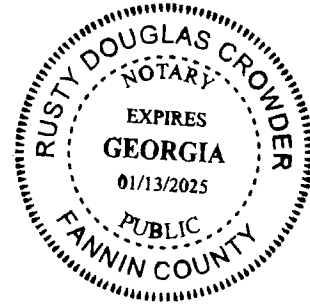
\_\_\_\_\_  
Applicant Signature  
[Signature]  
Applicant Signature

Ryan Disharoon  
Applicant Printed Name  
[Signature]  
Applicant Printed Name

State of Georgia  
County of Dawson

Sworn to and subscribed before me this  
this 28 day of April 2022

[Signature]  
Notary Public, State of Georgia



My Commission Expires: 01/13/25

Notary Seal

Planning Commission Meeting Date (if rezone):	<u>06.13.2022</u>
Dates Advertised:	_____
1 <sup>st</sup> City Council Reading Date:	<u>06.20.2022</u>
2 <sup>nd</sup> City Council Reading Date:	<u>07.18.2022</u>
Date Certified Mail to:	_____ County Board of Commissioners & Chairman _____ County Manager _____ County Attorney
Letter Received from Dawson County Date:	_____

Approved: YES NO



- HEALTH DEPARTMENT NOTES**
1. ALL LOTS TO BE OPEN
  2. ALL LOTS TO BE OPEN
  3. ALL LOTS TO BE OPEN
  4. ALL LOTS TO BE OPEN
  5. ALL LOTS TO BE OPEN
  6. ALL LOTS TO BE OPEN
  7. ALL LOTS TO BE OPEN
  8. ALL LOTS TO BE OPEN
  9. ALL LOTS TO BE OPEN
  10. ALL LOTS TO BE OPEN

RECORDED  
 DEED NO. 1234  
 DATE 12/15/2023  
 BY [Signature]  
 [Signature]



**APPROVED**  
 [Signature]

NOTICE TO ALL OWNERS OF LOTS IN THIS SUBDIVISION: THIS PLAN IS SUBJECT TO ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS AND ORDINANCES. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR OBTAINING SUCH PERMITS AND APPROVALS.

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- GENERAL NOTES**
1. ALL LOTS SHALL BE OPEN
  2. ALL LOTS SHALL BE OPEN
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  6. ALL LOTS SHALL BE OPEN
  7. ALL LOTS SHALL BE OPEN
  8. ALL LOTS SHALL BE OPEN
  9. ALL LOTS SHALL BE OPEN
  10. ALL LOTS SHALL BE OPEN

- LEGEND**
- 1. [Symbol] [Description]
  - 2. [Symbol] [Description]
  - 3. [Symbol] [Description]
  - 4. [Symbol] [Description]
  - 5. [Symbol] [Description]
  - 6. [Symbol] [Description]
  - 7. [Symbol] [Description]
  - 8. [Symbol] [Description]
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  - 43. [Symbol] [Description]
  - 44. [Symbol] [Description]
  - 45. [Symbol] [Description]
  - 46. [Symbol] [Description]
  - 47. [Symbol] [Description]
  - 48. [Symbol] [Description]
  - 49. [Symbol] [Description]
  - 50. [Symbol] [Description]



**CHURCH OWNERS**

LOT NO.	OWNER NAME	ADDRESS	PHONE NO.
1			
2			
3			
4			
5			
6			
7			
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9			
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48			
49			
50			

UNIT 3  
**COLD CREEK GOLF CLUB**  
 SUBDIVISION

**CARTHAM SURVEYING, INC.**

DATE: 12/15/2023  
 BY: [Signature]  
 CHECKED BY: [Signature]  
 SCALE: AS SHOWN

**SURVEY NOTES**  
**CLOSURE PRECISION:**  
 THE FIELD DATA UPON WHICH THIS PLAN IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 31,187 FEET, AND AN ANGULAR ERROR OF 11. SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES METHOD. THE PRECISION OF THIS SURVEY HAS A CLOSURE PRECISION OF ONE FOOT IN 282,317 FEET.

**FLOOD STATEMENT:**  
 THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA BY GRAPHICAL INTERPRETATION OF FLOOD INSURANCE RATE MAP (FIRM.) 13065C0103B DATED SEPTEMBER 26, 2009

**LEGAL STATEMENT:**  
 This survey and its findings does not constitute a title or legal opinion by Chastain & Associates, P.C. All information used in the preparation of this survey was obtained from public records, the data, the chain, or other sources as referenced. Other documents or conditions may exist that would affect this property.

**CORPORATE OFFICE:**  
 Chastain & Associates, P.C. 238 N. Main St. Dorsey, GA 30540  
 GEORGIA PLS REGISTRATION NO. LS0000781  
 TENNESSEE PROFESSIONAL REGISTRATION No. 1937  
 NORTH CAROLINA PROFESSIONAL LAND SURVEYING PRN C-3188

**EQUIPMENT USED:**  
 ALL LINEAR AND ANGULAR MEASUREMENTS OBTAINED BY USE OF TOPCON GTS-235 TOTAL STATION

**NOTE:** Field work and boundary conditions certified only on of SEPTEMBER 7, 2012

ALL DISTANCES ARE HORIZONTAL, U.S. SURVEY FEET

"I shall not remove the neighbor's landmarks, which they of old time have set."  
 Deuteronomy 19:14 KJV

Plat Doc: PLAT  
 Recorded 09/27/2012  
 JUSTIN POWELL  
 Clerk Superior Court, DAWSON County, Ga.  
 Bk 00080 Pg 0088  
 Penalty: \$0.00  
 Interest: \$0.00

- LEGEND**
- 8" - 8" PIPE
  - 6" - 6" PIPE
  - 4" - 4" PIPE
  - 2" - 2" PIPE
  - 1" - 1" PIPE
  - 1/2" - 1/2" PIPE
  - 3/4" - 3/4" PIPE
  - 1/4" - 1/4" PIPE
  - 1/8" - 1/8" PIPE
  - 1/16" - 1/16" PIPE
  - 1/32" - 1/32" PIPE
  - 1/64" - 1/64" PIPE
  - 1/128" - 1/128" PIPE
  - 1/256" - 1/256" PIPE
  - 1/512" - 1/512" PIPE
  - 1/1024" - 1/1024" PIPE
  - 1/2048" - 1/2048" PIPE
  - 1/4096" - 1/4096" PIPE
  - 1/8192" - 1/8192" PIPE
  - 1/16384" - 1/16384" PIPE
  - 1/32768" - 1/32768" PIPE
  - 1/65536" - 1/65536" PIPE
  - 1/131072" - 1/131072" PIPE
  - 1/262144" - 1/262144" PIPE
  - 1/524288" - 1/524288" PIPE
  - 1/1048576" - 1/1048576" PIPE
  - 1/2097152" - 1/2097152" PIPE
  - 1/4194304" - 1/4194304" PIPE
  - 1/8388608" - 1/8388608" PIPE
  - 1/16777216" - 1/16777216" PIPE
  - 1/33554432" - 1/33554432" PIPE
  - 1/67108864" - 1/67108864" PIPE
  - 1/134217728" - 1/134217728" PIPE
  - 1/268435456" - 1/268435456" PIPE
  - 1/536870912" - 1/536870912" PIPE
  - 1/1073741824" - 1/1073741824" PIPE
  - 1/2147483648" - 1/2147483648" PIPE
  - 1/4294967296" - 1/4294967296" PIPE
  - 1/8589934592" - 1/8589934592" PIPE
  - 1/17179869184" - 1/17179869184" PIPE
  - 1/34359738368" - 1/34359738368" PIPE
  - 1/68719476736" - 1/68719476736" PIPE
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  - 1/2199023255552" - 1/2199023255552" PIPE
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  - 1/8796093022208" - 1/8796093022208" PIPE
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  - 1/95780975909020358888887272711111111104" -

Filed in Office: 07/15/2019 10:18AM  
Deed Doc: WD  
Bk 01356 Pg 0202  
Georgia Transfer Tax Paid : \$0.00  
Justin Power Clerk of Court  
Dawson County  
0422019001192

File #: 19-0455  
Russell C Petersen, LLC  
P.O. Box 6499  
Gainesville, GA 30504

**DRAW DEED ONLY**

**JOINT TENANCY WITH SURVIVORSHIP  
LIMITED WARRANTY DEED**

**STATE OF GEORGIA,  
COUNTY OF HALL**

**This Indenture** made this 5th day of July, 2019 between **RYAN CHARLES DISHAROON**, of the County of Dawson, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **RYAN CHARLES DISHAROON AND JESSICA SUZANNE DISHAROON**, as joint tenants with survivorship and not as tenants in common as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

**W I T N E S S E T H** that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that tract or parcel of land lying and being in Land Lot 35 of the 4th District, 1st Section of Dawson County, Georgia being Lots 22 & 23, Block F, Unit 3 of Gold Creek Golf Club as per plat recorded in Plat Book 80, page 88, Dawson County, Georgia records, said plat being incorporated herein and made reference hereto.

This deed is given Subject to that certain Security Deed from Ryan Charles Disharoon to Atlanta Postal Credit Union dated 7/5/19, filed in Dawson County, Georgia records in the principal amount of \$487,500.00.

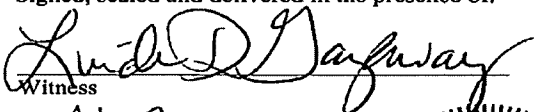
**TO HAVE AND TO HOLD** the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in **FEE SIMPLE**, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

**THIS CONVEYANCE** is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

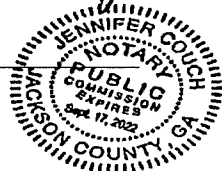
**AND THE SAID** Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

**IN WITNESS WHEREOF**, the Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

  
Witness

  
Notary Public



  
RYAN CHARLES DISHAROON (Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

**City Council**

Caleb Phillips, Post 1  
William Illg, Post 2  
John Walden, Post 3  
Mark French, Post 4



**Mayor**

Mike Eason

**City Manager**

Robert Bolz

**City Clerk**

Beverly Banister

**Planning Commission:**

Randy Davis, Chairperson  
Matt Fallstrom, Post 1  
Josh Nichols, Post 2  
Sandy Sawyer, Post 3  
Anna Tobolski, Post 4

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

**Planning Director,**

David Picklesimer

**Zoning Admin Assistant,**

Stacy Harris

**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-C2200161:** Dustin Gillespie has petitioned to annex into the city limits of Dawsonville the 1.04 acre tract known as TMP 090 099, Located at 544 Gold Bullion Drive W, with a County Zoning of RPC (Residential Planned Community) to City Zoning RPC (Residential Planned Community). Public Hearing Dates: Planning Commission on June 13, 2022, and City Council on June 20, 2022. City Council for a decision on July 18, 2022.

**ANX-C2200162:** Ryan and Jessica Disharoon have petitioned to annex into the city limits of Dawsonville the 2.36 acre tract known as TMP 090 107 and 090 104, Located at 446 Gold Bullion Drive W, with a County Zoning of RPC (Residential Planned Community) to City Zoning RPC (Residential Planned Community). Public Hearing Dates: Planning Commission on June 13, 2022, and City Council on June 20, 2022. City Council for a decision on July 18, 2022.

**VAR-C2200169:** Aero Group Racing of Georgia has petitioned to eliminate the 20' foot buffer along the east side of the property line for TMP 070 050, 070 004, 069 036, 069 037 adjoining TMP 070 049 001; Located at 612 Duck Thurmond Road. Public Hearing: Planning Commission on June 13, 2022.

**ANX-C2200170:** B&K Turner Family, LLP has petitioned to annex into the city limits of Dawsonville the 35.31 acre tract known as TMP 083 025, Located at Land Lot 584, 4<sup>th</sup> District, Section 1, with a County Zoning of RA (Residential Agricultural/Residential Exurban) to City Zoning AP (Annexed Property District). Public Hearing Dates: Planning Commission on June 13, 2022, and City Council on June 20, 2022. City Council for a decision on July 18, 2022.

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.*



**MINUTES**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, December 20, 2021**  
**5:00 P.M.**

15. **2022 MAYOR PRO TEMPORE APPOINTMENT:** Motion to approve Councilmember Walden as the 2022 Mayor Pro Tempore made by C. Phillips; second by W. Ilig. Vote carried three in favor (Phillips, Ilig, French) with one abstained (Walden)
16. Ordinance No. 07-2021: An Ordinance To Amend The Water And Sewer Ordinance Of The City Of Dawsonville; To Provide For Further Regulation Of Wastewater Suspended Solids, To Provide An Effective Date, And For Other Purposes. (First Reading: December 20, 2021; Second Reading and Consideration to Adopt: January 6, 2022)
- Utilities Operations Manager Jacob Barr read the first reading of the ordinance amendment and explained the changes to the ordinance.

**WORK SESSION**

17. **REDISTRICTING PRESENTATION BY FAITH BRYAN:** Faith Bryan from the Georgia Mountain Regional Commission explained the City of Dawsonville has increased in population according to the State by 1,084 making the population of the City 3,838. Using the 2020 Census blocks she updated each post accordingly with the population increase and there was a deviation of higher than ten percent in some areas which is not permitted. Therefore, she had to redistrict some of the areas by census blocks to balance the population increase to alleviate the ten percent deviation. She utilized the 94-171 2020 Census Data Redistricting File to prepare the proposed map.
- Attorney Tallant stated the City can proceed with adopting the new redistricting map through a Charter Amendment. It will not require legislative approval from the State.
18. **ZONING ORDINANCE ARTICLE VIII, SECTION 802 – BUFFER REQUIREMENTS:** Planning Director Picklesimer explained the request to move forward with an ordinance amendment regarding buffer requirements.
- Motion to approve moving forward with the ordinance amendment made by W. Ilig; second by J. Walden. Vote carried unanimously in favor.
19. **ZONING ORDINANCE ARTICLE IX, SECTION 917 – EXPIRATION OF CONDITIONAL USE, VARIANCE AND ZONING APPROVAL:** Planning Director Picklesimer explained the request to move forward with an ordinance amendment regarding sunset laws.
- Motion to approve moving forward with the ordinance amendment made by J. Walden; second by W. Ilig. Vote carried unanimously in favor.
20. **OPEN ANNEXATION DISCUSSION:** Mayor Eason explained the City has offered an open annexation period twice in the past in order to attempt to clean up the islands in the City. This will enable citizens to annex their property at no cost; he is requesting Council to consider another period of time for open annexation. Short discussion occurred.
- Motion to approve an open annexation period from now through April 30, 2022 made by W. Ilig; second by M. French. Vote carried unanimously in favor.

**STAFF REPORTS**

21. **BOB BOLZ, CITY MANAGER:** City Manager Bolz provided his report in the agenda packet and reported the leak adjustment for the month was \$1913.19; the DCHS took in 300 cans for our food barrel, and he also stated COVID numbers are on the rise. Mayor Eason commented on the amount of the leak adjustment, Bolz stated it was for three separate properties.
22. **ROBIN GAZAWAY, FINANCE ADMINISTRATOR:** Financial reports representing fund balances and activity through November 30, 2021 were provided in the agenda packet. No questions from Council.

**MINUTES**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, December 20, 2021**  
**5:00 P.M.**

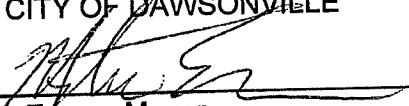
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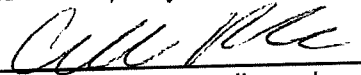
**ADJOURNMENT:**

At 5:45 p.m. a motion to adjourn the meeting was made by J. Walden; second by W. Illg. Vote carried unanimously in favor.

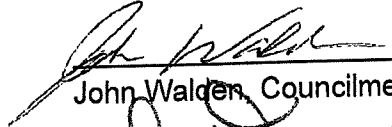
*Approved this 20<sup>th</sup> day of January 2022*

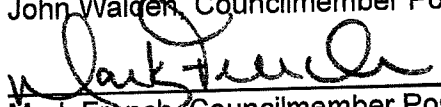
By: CITY OF DAWSONVILLE

  
\_\_\_\_\_  
Mike Eason, Mayor

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

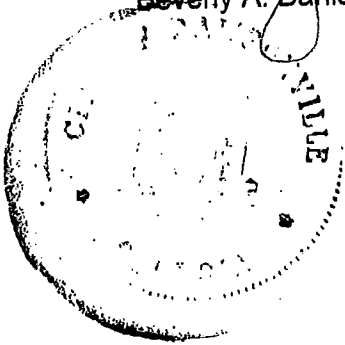
  
\_\_\_\_\_  
William Illg, Councilmember Post 2

  
\_\_\_\_\_  
John Walden, Councilmember Post 3

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

Attested:

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







## Sec. 121-72. - RPC Residential Planned Community.

The Residential Planned Community District is a parcel of land developed with a variety of land uses which may vary from strict application of minimum standards in other land use classifications with the purpose of encouraging the development of large tracts of land as planned communities; encourage flexible and creative concepts in site planning; preserve the natural environment by encouraging scenic and functional open areas within residential areas; and provide for an efficient use of land resulting in increased efficiency in providing services, thus lowering development costs due to the smaller networks for streets and shorter utility lines. The Residential Planned Comprehensive Development is a flexible alternative which advocates the grouping or clustering of lots and buildings on a smaller portion of the tract, where the developer can maintain the same residential density but offer smaller lots, with remaining land dedicated or reserved for open space, agriculture, woodlands or recreation.

- (1) *Applicability.* RPC is permitted only if a single developer or development group is planning and constructing the entire unit, including all amenities, and shall not be available to any development if any lots or parcels are sold to others before construction of amenities and buildings (excepting single family residences). Amenities may be shown as part of a specific phase(s) of the master plan and must be constructed accordingly.
- (2) In the event of the failure of the developer to complete any portion of the approved plan, then all requirements of subdivision regulations shall be complete before sale of any lots or issuance of building or occupancy permits.
- (3) The minimum acreage permitted for RPC is 100 contiguous acres. The amount of permanent open space or natural space required shall be no less than 40 percent of the development. An active amenity area consisting of at least a pool, clubhouse, and two tennis courts is required. The overall net density shall be no more than one unit per acre. In some cases, the health department may require a lower density for septic tank requirements based on soils and slope.
- (4) An application for zoning and any development permits shall be preceded in each case by informal meeting with the planning staff prior to submission and shall be consistent with the format required for subdivision approval with the following additions:
  - a. A proposed master plan showing at minimum:
    1. Total property area included in the development with a legal description of the subject property and bounds;
    2. Proposed buildings with approximate square footage and footprints;
    3. Proposed street layout;
    4. Existing topographic conditions to include a contour interval of a minimum five feet based on field surveys or photogram metric photogrammetric methods;

## ARTICLE XVIII. - RPC RESIDENTIAL PLANNED COMMUNITY

## Sec. 1801. - Purpose.

The residential planned community district is a parcel of land developed with a variety of land uses which may vary from strict application of minimum standards in other land use classifications with the purpose of encouraging the development of large tracts of land as planned communities; encourage flexible and creative concepts in site planning; preserve the natural environment by encouraging scenic and functional open areas within residential areas; and provide for an efficient use of land resulting in increased efficiency in providing services, thus lowering development costs due to the smaller networks for streets and shorter utility lines.

(Ord. of 12-3-2018)

## Sec. 1802. - In general.

The residential planned comprehensive development is a flexible alternative which advocates the grouping or clustering of lots and buildings on a smaller portion of the tract, where the developer can maintain the same residential density but offer smaller lots, with remaining land dedicated or reserved for open space, agriculture, woodlands or recreation.

1. Applicability. RPC is permitted only if a single developer or development group is planning and constructing the entire unit, including all amenities, and shall not be available to any development if any lots or parcels are sold to others before construction of amenities and buildings (excepting single family residences). Amenities may be shown as part of a specific phase(s) of the master plan and must be constructed accordingly.
2. In the event of the failure of the developer to complete any portion of the approved plan, then all requirements of subdivision regulations shall be complete before sale of any lots or issuance of building or occupancy permits.
3. The amount of permanent open space or natural space required shall be no less 30 percent of the development. An active amenity area is required. The overall net density shall be no more than one unit per acre except for multi-family applications which shall be four units per acre.  
In some cases, the health department may require a lower density for septic tank requirements based on soils and slope.
4. An application for zoning and any development permits shall be preceded in each case by informal meeting with the mayor or other council member, the city manager and the planning director or designee as available prior to submission and shall be consistent with the format



# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 12

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SUBJECT: ANX C2200170

CITY COUNCIL MEETING DATE: 07/18/2022

PURPOSE FOR REQUEST: **VOTE**

Annexation application requires a public hearing before approval.

HISTORY/ FACTS / ISSUES:

1. Property is located within Caleb Phillips Post 1 Council district.
2. The subject property adjoins City zoned R3 district to the south, City zoned R3 district to the east, County zoned RA district to the west and City zoned INST district to the north.
3. Applicant is requesting to annex 35.31 acres.
4. Existing County RA zoning.
5. Proposed City AP zoning.
6. Rezoning petition cannot be filed for 12 months from the effective date.
7. The AP zoning designation is a temporary designation up to a period of 16 months after the effective date and shall automatically convert from AP zoning district to R1 zoning district.
8. Mayor and City Council can extend the AP zoning district up to 18 months.
9. Water and Sewer service is proposed to be provided by Etowah Water and Sewer.
10. Dawson County Board of Commissioners heard the request on 6/2/22. The board had no objection to the request and did not take a vote. Approval by 30-day default will be on 6/16/22.
11. Planning Commission approved the request without conditions on 6/13/22.

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

---

DEPARTMENT: Planning and Zoning

REQUESTED BY: David Picklesimer

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



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

Date: 6/14/2022


To: Mayor and Council

Reference: ANX C2200170 Planning and Zoning Department Summary

The Planning and Zoning Department has provided the following pertinent information to help you decide on this request:

1. Property is located within Caleb Phillips Post 1 Council district.
2. The subject property adjoins City zoned R3 district to the south, City zoned R3 district to the east, County zoned RA district to the west and City zoned INST district to the north.
3. Applicant is requesting to annex 35.31 acres.
4. Existing County RA zoning.
5. Proposed City AP zoning.
6. Rezoning petition cannot be filed for 12 months from the effective date.
7. The AP zoning designation is a temporary designation up to a period of 16 months after the effective date and shall automatically convert from AP zoning district to R1 zoning district.
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9. Water and Sewer service is proposed to be provided by Etowah Water and Sewer.
10. Dawson County Board of Commissioners heard the request on 6/2/22. The board had no objection to the request and did not take a vote. Approval by 30-day default will be on 6/16/22.
11. Planning Commission approved the request without conditions on 6/13/22.

Peace be unto you,



David Picklesimer  
Planning Director



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



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

Date: 5/17/2022

To: Planning Commission

Reference: ANX C2200170 Planning and Zoning Department Summary

The Planning and Zoning Department has provided the following pertinent information to help you decide on this request:

1. Property is in Matt Fallstrom Post 1 commission district.
2. The subject property adjoins City zoned R3 district to the south, City zoned R3 district to the east, County zoned RA district to the west and City zoned INST district to the north.
3. Applicant is requesting to annex 35.31 acres.
4. Existing County RA zoning.
5. Proposed City AP zoning.
6. Rezoning petition cannot be filed for 12 months from the effective date.
7. The AP zoning designation is a temporary designation up to a period of 16 months after the effective date and shall automatically convert from AP zoning district to RI zoning district.
8. Mayor and City Council can extend the AP zoning district up to 18 months.
9. Water and Sewer service is proposed to be provided by Etowah Water and Sewer.

Peace be unto you,

  
David Picklesimer  
Planning Director

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



706.265.3256  
[www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)

May 17, 2022

Via Certified Mail 7018 3090 0001 6005 4358

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

**Re: Annexation of Property of B&K Turner Family, LLP; ANX C2200170; TMP 083 025; Hwy 9 North; Land Lot 584, 4<sup>th</sup> District, Section 1.**

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; June 20, 2022, and July 18, 2022.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of B&K Turner Family, LLP. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

Stacy Harris  
Zoning Administrative Assistance

Enclosures

cc: David Headley, County Manager  
Dawson County Attorney



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

**Annexation Petition  
Application**

ANNEXATION # C2200170

**ZONING AMENDMENT APPLICATION AND FEES RECEIVED ?  YES  NO**

Applicant Name(s): MICHAEL TURNER

Address: 1090 OAK HAVEN DRIVE City: ROSWELL State: GA Zip: 30075

E-Mail: [REDACTED]

Cell Number(s): [REDACTED]

Property Owner's Name(s): B&K TURNER FAMILY, LLP

Address: 1090 OAKHAVEN DRIVE City: ROSWELL State: GA Zip: 30075

E-Mail: [REDACTED]

Property Owner's Telephone Number(s): [REDACTED]

Address of Property to be Annexed: HWY 9 SOUTH

TMP #: 083 025 Acre(s): 35.31 Survey Recorded in Plat Book # Page #: BK B7 PG 0135

Land Lot #: 584 District #: 4TH Section #: 1ST Legal Recorded in Deed Book # Page #:

Current Use of Property: VACANT LAND

County Zoning Classification: RA City Zoning Classification: AP

**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 of the Court office.

**FEE SCHEDULE**

Annexation Fee	\$300.00
Administrative fee	\$100.00
Public Notice Certified Mail	\$7.33 per adjacent property owner

<b>Office Use Only</b>	
Date Completed Application Rec'd: <u>05.16.2022</u>	Amount Paid: \$ <u>371.99</u> CK <u>1280</u> Cash
Date of Planning Commission Meeting: <u>06.13.2022</u>	Dates Advertised:
Date of City Council Meeting: <u>06.20.2022</u>	Rescheduled for next Meeting:
Date of City Council Meeting: <u>07.18.2022</u>	Approved by City Council: YES NO
Approved by Planning Commission: YES NO	Postponed: YES NO Date:

1 MAY 12 2022

SH



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

**Annexation Petition  
Application**

Property Owner(s) Authorization

I / We the undersigned, being the owner(s) of real property of the territory described herein as

083 025

(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.

[Signature]  
Property Owner Signature

Michael Turner  
Property Owner Printed Name

Property Owner Signature

Property Owner Printed Name

[Signature]  
Applicant Signature

Michael Turner  
Applicant Printed Name

Applicant Signature

Applicant Printed Name

State of Georgia  
County of Dawsonville

Sworn to and subscribed before me this  
this 12<sup>th</sup> day of May 2022

[Signature]  
Notary Public, State of Georgia

My Commission Expires: 10/26/2025



Planning Commission Meeting Date (if rezoned): 06.13.2022

Dates Advertised: 05.25.2022

1<sup>st</sup> City Council Reading Date: 06.20.2022

2<sup>nd</sup> City Council Reading Date: 07.18.2022

Approved: YES NO

Date Certified Mail to: \_\_\_\_\_ County Board of Commissioners & Chairman \_\_\_\_\_ County Manager \_\_\_\_\_ County Attorney

Letter Received from Dawson County Date: \_\_\_\_\_



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

**Annexation Petition**  
**Application**

Application # ANX C2200170 TMP#: 083 025

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.

TMP # 084 003 1. Name(s): Adams Homes AEC LLC  
 Address: 2555 Westside Pkwy Ste 600  
Alpharetta, GA 30004

TMP # 084 001 2. Name(s): Downtown Development Authority of Dawsonville  
 Address: PO Box 6  
Dawsonville, GA 30534

TMP # 087 003 3. Name(s): City of Atlanta Attn: Lannifer Andrews  
 Address: PO Box 20509 Properties & Airlie Affairs  
Atlanta, GA 30320

TMP # 084 004 4. Name(s): Coleman Janet Bagley  
 Address: 5130 Pittman Rd  
Cumming, GA 30040

TMP # \_\_\_\_\_ 5. Name(s): \_\_\_\_\_  
 Address: \_\_\_\_\_

TMP # \_\_\_\_\_ 6. Name(s): \_\_\_\_\_  
 Address: \_\_\_\_\_

TMP # \_\_\_\_\_ 7. Name(s): \_\_\_\_\_  
 Address: \_\_\_\_\_

THE APPLICANT, OR DESIGNED AGENT, **MUST**\* ATTEND THE PUBLIC HEARINGS FOR THE CONDITIONAL USE REQUEST TO BE CONSIDERED.

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



**20-245**

All that tract or parcel of land lying and being in Land Lot 584, 4<sup>th</sup> District, 1<sup>st</sup> Section, Dawson County, Georgia and being more particularly described as follows:

BEGINNING at a 1/2" rebar found at the corner common to Land Lots 583, 584, 641 & 642;

THENCE, S87°50'07"W a distance of 1300.19' to a 1/2" rebar found at the corner common to Land Lots 584, 585, 640 & 641;

THENCE, N02°07'32"E a distance of 1275.78' to a 1/2" rebar found at the centerline of a woods road and the corner common to Land Lots 572, 573, 584 & 585;

THENCE, along the centerline of the woods road, the following courses and distances:

S79°34'03"E a distance of 103.75' to a point;

S80°37'23"E a distance of 63.52' to a point;

S75°51'20"E a distance of 79.27' to a point;

S86°17'32"E a distance of 85.75' to a point;

S89°32'02"E a distance of 77.51' to a point;

S88°43'03"E a distance of 53.24' to a point;

S81°56'20"E a distance of 53.52' to a point;

S78°09'06"E a distance of 69.08' to a point;

N84°39'40"E a distance of 90.37' to a point;

N73°07'30"E a distance of 71.61' to a point;

N73°00'06"E a distance of 79.86' to a point;

N73°21'23"E a distance of 70.36' to a point;

N78°46'18"E a distance of 83.76' to a point;

N78°19'03"E a distance of 69.76' to a point;

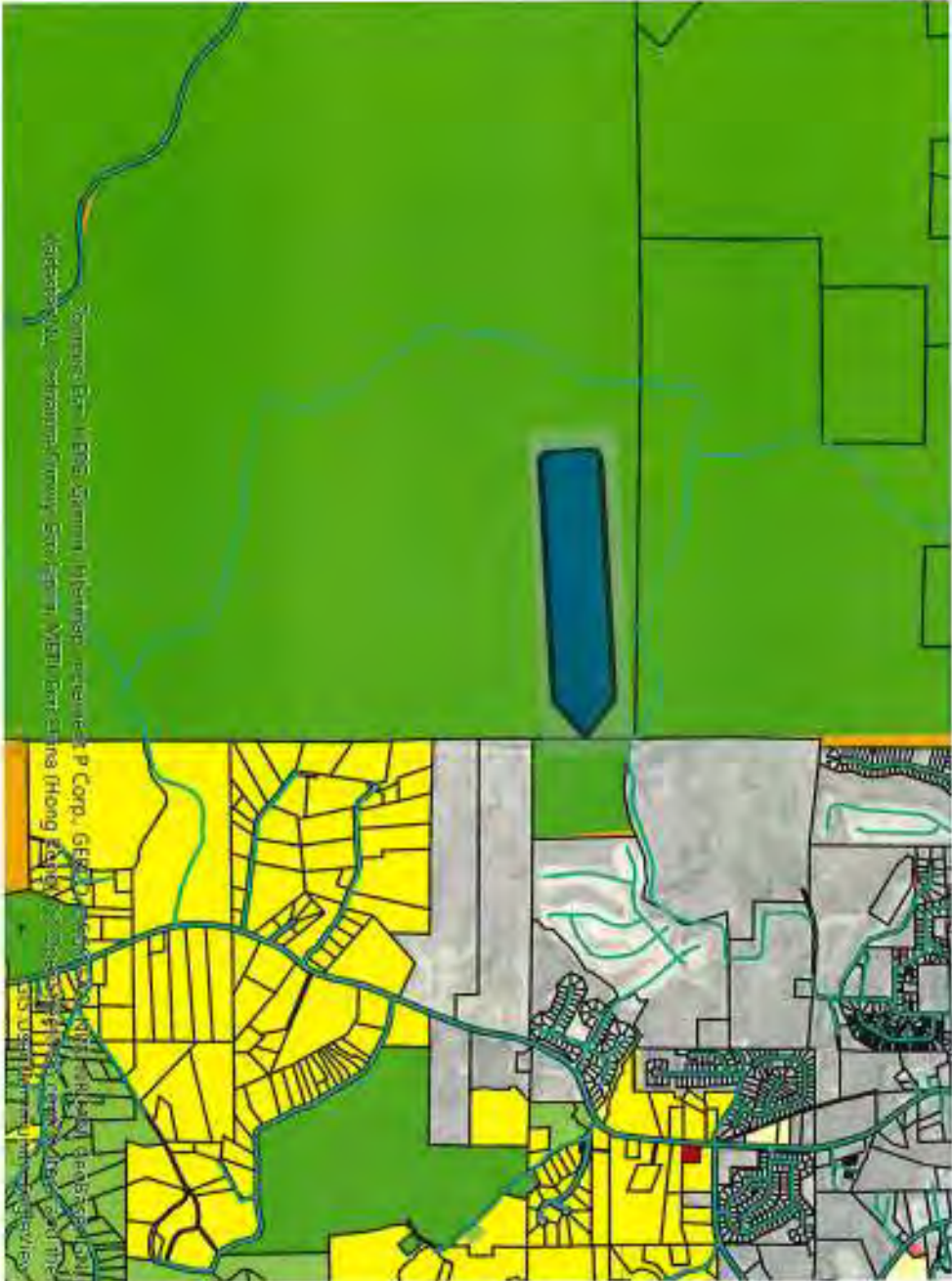
N75°27'48"E a distance of 62.60' to a point;

N67°09'48"E a distance of 63.95' to a point;

N65°00'12"E a distance of 57.92' to a 3/4" open top pipe found at the corner common to Land Lots 573, 574, 583 & 584;

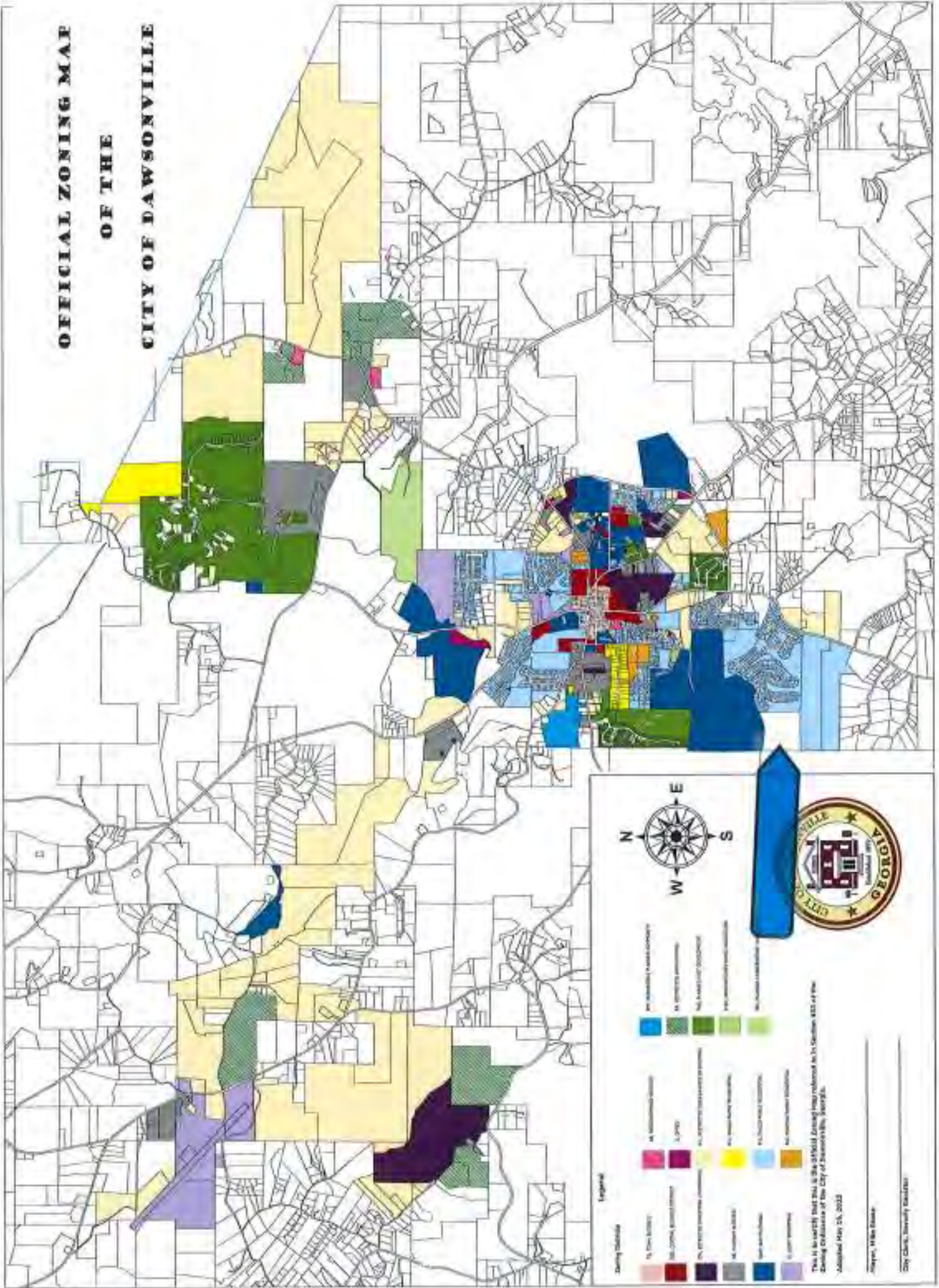
THENCE, leaving the centerline of the woods road, S02°07'04"E a distance of 1317.27' to a 1/2" rebar found; said 1/2" rebar found being the POINT OF BEGINNING.

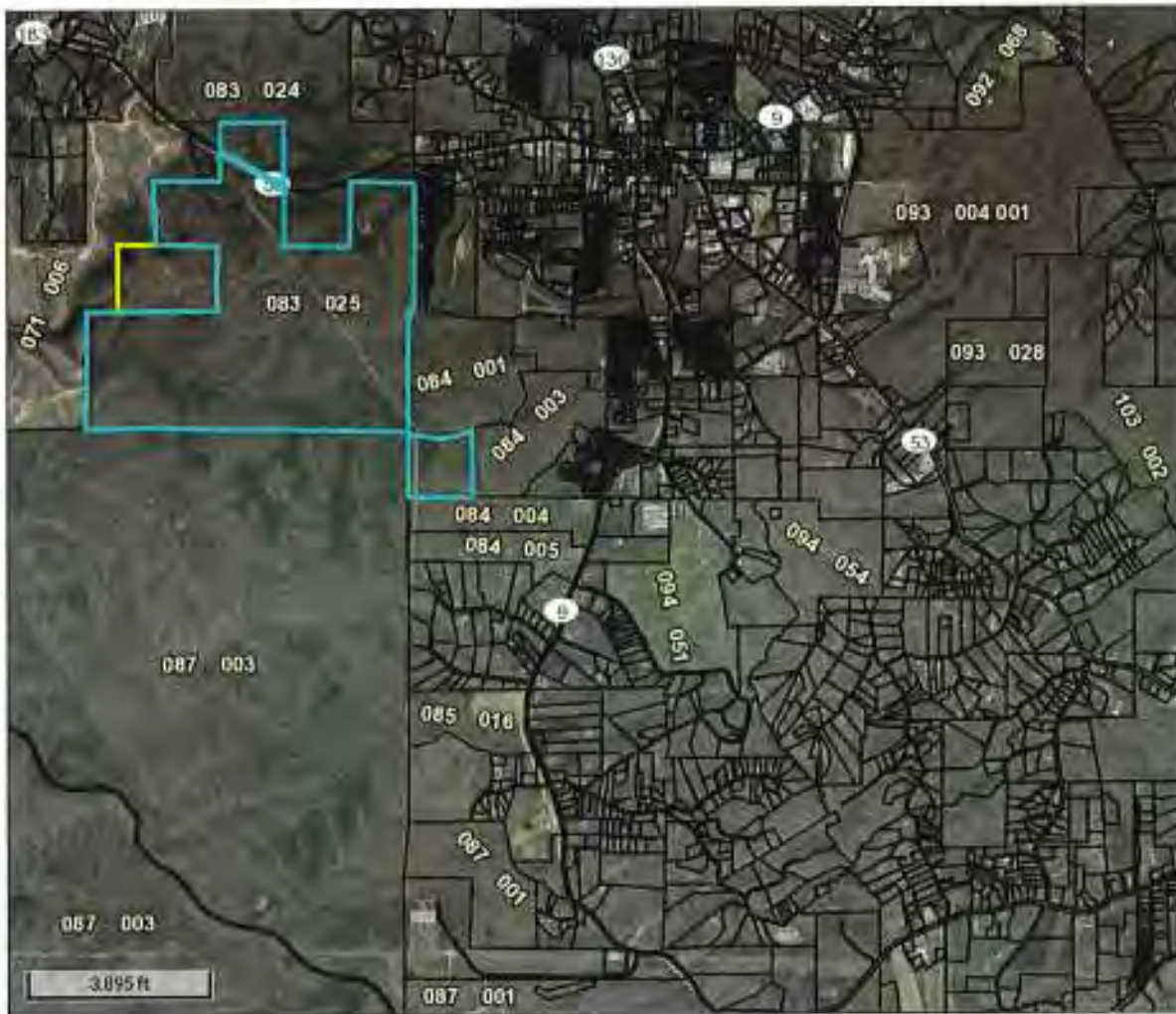
Said property containing 35.31 acres.





# OFFICIAL ZONING MAP OF THE CITY OF DAWSONVILLE





Overview



Legend

□ Parcels

Parcel ID: 083 025  
Alt ID: 5840  
Owner: B & K TURNER FAMILY LLP  
Acres: 700  
Assessed Value: \$2867928

Date created: 5/12/2022  
Last Data Uploaded: 5/11/2022 11:17:53 PM

Developed by  **Schneider**  
GEOSPATIAL

## Sec. 121-69. - R-A Residential Agricultural/Residential Exurban.

Residential agricultural/residential exurban districts are areas that are either primarily agricultural in land use with residential or other use incidental to the agricultural use, or areas that are not under intensive development pressures and are in relatively large parcels. Agricultural uses range from horticulture, animal husbandry, poultry, and forestry, including intensively managed tree farms to non-managed woodlands. The conservation of prime agricultural and forestry land use from intensive development into other uses is a primary objective of this classification and is encouraged. Some prime agricultural land is geographically located on land with constraints on intensive residential or commercial development, such as steep forested slopes or river valley floor plains; therefore, careful consideration should be given to changes in those areas.

(1) *Permitted principal uses.*

- a. Principal uses that are allowed by right or by special use approval are listed on Table 3.1 at the end of this article.
- b. Restrictions that apply to particular uses allowed by right or special use approval are referenced on Table 3.1 and are contained in section 121-74 of this article.

(2) *Allowed accessory uses.*

- a. Customary and essential accessory farm buildings and uses are allowed and include barns and other livestock structures, storage sheds, used for the day-to-day operation of such activities, for the storage or preservation of said crops, products and foodstuffs raised or grown on said parcel, and roadside stands for the sale of products grown on that property only and that comply with the requirements of this section.
- b. Accessory structures shall be no larger than the footprint of the primary structure or one-half the gross square footage, whichever is greater, with the exception that when the lot size is three acres or greater, the size of the accessory structure shall not be regulated in size, but shall meet all setback requirements.
- c. One guest quarters or caretaker/employee residence is allowed per tract of land in accordance with section 121-71(2)f.
- d. Home occupations are allowed if requirements in article VI, section 121-181 are met.
- e. Direct marketing of produce is allowed in a farm market, on-farm market or roadside stand no greater than 500 square feet of building area, unless a variance is approved.
- f. Storage, retail or wholesale marketing, or processing of agricultural products into a value-added agricultural product is a permitted use in a farming operation if more than 50 percent of the stored, processed or merchandised products are produced by the farm operator. Meat processing and food franchises or franchise products are

prohibited.

- g. Agricultural farm operations may include any or all of the following agriculturally related uses and some non-agriculturally related uses so long as the general character of the farm is maintained.
  1. Value-added agricultural activities such as education tours, wedding venues and similar special event facilities with a minimum of 15 acres, and/or processing facilities, etc. Wedding venues and similar special event facilities may sell and serve alcohol provided an appropriate alcohol license is held by the property owner or the alcohol is served in accordance with the catering requirements and a valid caterer's license.
  2. Bakeries selling baked goods containing produce grown on site.
  3. Playground areas or equipment, not including motorized vehicles or rides.
  4. Petting farms, animal display and pony rides.
  5. Wagon, sleigh and hay rides.
  6. Nature trails.
  7. Open air or covered picnic areas with restrooms.
  8. Educational classes, lectures, seminars.
  9. Historical agricultural exhibits.
  10. Kitchen facilities and/or tasting rooms for processing/cooking or serving of items for sale containing produce and crops grown on site.
  11. Gift shops for the sale of agricultural products and non-agricultural products such as antiques or crafts, limited to 1,000 square feet building area.
- h. If any agricultural farm includes the listed uses in section 121-69(2)d, then adequate parking facilities must be provided in the form of the following:
  1. A minimum of 20 parking spaces must be provided.
  2. Parking facilities may be located on a grass or gravel area. All parking areas shall be defined by either gravel, cut lawn, sand or other visible marking.
  3. All parking areas shall be located in such a manner to avoid traffic hazards associated with entering and exiting the public roadway.
  4. Paved parking areas must meet all design, landscaping and screening and setback requirements set forth by Dawson County codes and regulations.
  5. All lighting, parking and otherwise shall meet the commercial lighting requirements of the Land Use Ordinance.

(3) *Allowed temporary uses.* The following temporary uses are allowed:

- a. Seasonal U-pick fruits and vegetable operations.
- b. Seasonal Outdoor mazes of agricultural origin such as straw bales or corn, small-scale outdoor entertainment such as a car show, art fair or music concert, fun houses or haunted houses, non-profit benefits, and festivals with a special use business permit.

(4) *Prohibited uses.*

- a. Any principal use not shown on Table 3.1 as allowed in a zoning district, whether by right or with approval as a special use, is specifically prohibited.
- b. In addition, meat processing or manufacturing operations related to allowed agricultural uses are prohibited. Horses are also prohibited on lots less than three acres.

(5) *Building requirements.* The minimum area, yard, and building requirements in the R-A Residential Agricultural District are as set forth in Table 3.2.

(6) *Special district requirements.* Agricultural districts include uses of land primarily for active farming activities and will result in odors, noise, dust and other effects, which may not be compatible with adjacent single-family development. Future abutting developers in non-RA land use districts shall be provided with a "Notice of RA Adjacency" at the time of application for a building or occupancy permit for property adjacent to an RA District. Prior to administrative action on either the land use district or the issuance of a building or occupancy permit the applicant therefore shall be required to sign a waiver on a form prepared by the planning and development director which will indicate that the applicant understands that a use is ongoing adjacent to his use which will produce odors, noise, dust and other effects which may not be compatible with the applicant's development. Nevertheless, understanding the effects of the adjacent RA use, the applicant agrees by executing the form to waive any objection to those effects and understands that his district change and/or his permits are issued and processed in reliance on his agreement not to bring any action (asserting that the adjacent uses in the RA District constitute a nuisance) against local governments and adjoining landowners whose property is located in an RA District. Any such notice or acknowledgment provided to or executed by a landowner adjoining a tract in an RA District shall be a public record.

(Ord. of 8-6-2020(3), § 1(Exh. A, § 312))

**ARTICLE XXXIII. - AP, ANNEXED PROPERTY DISTRICT****Sec. 3301. - Purpose and Intent.**

The annexed property ("AP") district is intended to permit those landowners who petition to annex land into the corporate limits of the city without changing the use of their land or the intensity of the use of their land upon annexation the option of maintaining the same land use performance standards upon the annexed property after annexation as were upon the land prior to annexation by virtue of the land performance standards of the county.

(Ord. of 12-3-2018)

**Sec. 3302. - Permitted uses in AP.**

The land use performance standards, both in permissible uses and the intensity of permissible uses, shall be the same as were allowed under the county zoning ordinance governing the land immediately prior to its annexation into the city. No change in the county zoning ordinance after an annexation shall affect or change the land use performance standards for the property annexed.

(Ord. of 12-3-2018)

**Sec. 3303. - Conditional uses.**

The land use performance standards, both in conditional uses and the intensity of conditional uses, shall be the same as were conditionally allowed under the county zoning ordinance governing the land immediately prior to its annexation into the city. No change in the county zoning ordinance after an annexation shall affect or change the land use performance standards for the property annexed.

(Ord. of 12-3-2018)

**Sec. 3304. - Assignment of AP.**

1. Upon the effective date of this article, the AP zoning designation shall be an option for the initial zoning of property annexed into the corporate limits of the city.
  - a. All persons wishing to maintain the same use of their land as well as the same intensity of the use of their land after annexation shall secure such desire by indicating on their petition for annexation that they wish their property be zoned AP upon annexation.
  - b. Only upon annexation is a landowner eligible to have his land classified within the AP zoning district. Once the land is assigned to a different land use district under the city's zoning ordinance as provided in section 3305 below, the AP district is no longer available.
2. Nothing contained herein shall be construed to require property upon annexation or any time after annexation to be assigned the AP zoning designation. Rather, the use of the AP zoning category is at the request of the zoning applicant and is conditioned upon the granting of the same by the mayor and council.

3. Once designated as AP by the mayor and council, no rezoning petition may be filed on an AP property for 12 months from the effective date of the annexation as determined by chapter 36 of title 36 of the Official Code of Georgia Annotated. The foregoing notwithstanding, property shall not remain within the AP zoning district for any longer than is described in section 3305 below.

(Ord. of 12-3-2018)

Sec. 3305. - Conversion to city created performance standards.

1. The AP zoning designation is intended to be a temporary land use district for those persons who desire to have their land annexed into the corporate limits of the city, without changing the use of their land or the intensity of the use of their land. It is not intended to permanently supplant the specific zoning designations of the city zoning ordinance, but instead, to provide for continuity in land use performance standards upon annexation.
2. The AP zoning designation may be applied to land annexed into the corporate limits of the city for a period of up to 16 months after the effective date of the annexation as determined by chapter 36 of title 36 of the Official Code of Georgia Annotated.
  - a. At any time at least 12 months after the effective date of annexation of the property into the corporate limits of the city, the property may be rezoned pursuant to the application of the landowner or on the initiation of a rezoning by the governing authority.
  - b. If no rezoning is accomplished by the end of the 16-month period referred to above, the land shall automatically be converted from AP zoning designation to the R1 zoning designation under the city zoning ordinance.
  - c. For good cause shown, the mayor and council of the city may extend the use of the AP zoning designation on a piece of property for longer than the 16-month period, but in no event shall the AP zoning designation be applied to a parcel in the corporate limits of the city for longer than 18 months.
3. Persons who support the application will be asked to comment first. The petitioner may, upon recognition and upon s name and address, present and explain his application. The petitioner or his designated agent shall be required to attend public hearing unless written notice of hardship is received prior to such meeting. Failure of the petitioner or agent to public hearing or meeting, except in cases of hardship, may be due cause for dismissal of such application. A time limit be imposed at the discretion of the chairman/mayor, but in no event shall such time limitation provide for less than ten minutes nor shall it be any less than the time allowed for those persons speaking in opposition to the application.
4. Persons who oppose the application will be asked to comment next. All interested parties after being recognized shall be afforded an opportunity to address the proposed application by standing before the appropriate body and identifying their name, address and interest along with any comments on the proposed application. A time limitation may be imposed at the discretion of the chairman/mayor, but in no event shall such time limitation provide for less than ten minutes, nor shall it be any less than the time allowed for those persons speaking in favor of the application.

(Ord. of 12-3-2018)



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 13

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SUBJECT: APPLICATION FOR LEASE AT CITY HALL PROPERTY

CITY COUNCIL MEETING DATE: 07/18/2022

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

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

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

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PURPOSE FOR REQUEST:

**TO CONSIDER REQUEST FROM CHERYL WOOD TO LEASE CITY HALL PROPERTY**

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HISTORY/ FACTS / ISSUES:

- **06/20/2022: COUNCIL VOTED TO TERMINATE LEASE ON 07/31/2022 AT THE REQUEST OF CHERYL WOOD**
  - **DOC BROWN FARM & DISTILLERS DID NOT MOVE FORWARD WITH OCCUPYING SPACE AS PREVIOUSLY APPROVED**
  - **CHERYL WOOD REQUESTED CONSIDERATION LEASING THE PROPERTY (SEE ATTACHED EMAIL REQUEST)**
- 

OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager



**From:** [Cheryl](#)  
**To:** [Bob Bolz](#)  
**Cc:** [Mike Eason](#); [ktallant@mhtlegal.com](mailto:ktallant@mhtlegal.com); [Beverly Banister](#); [Caleb Phillips](#); [John Walden](#); [Mark French](#); [William Illg](#)  
**Subject:** Re: Lease  
**Date:** Wednesday, June 29, 2022 3:49:28 PM

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Mayor and Council,

I didn't think to ask for stipulations in the request . I would like to be on the the next agenda to have my lease not terminated July 31 or a new lease if necessary. Obviously, I have a long standing business in the current space.

I apologize for any inconvenience as I am surprised the sale did not proceed .

Thank you,  
Cheryl Wood  
7704011211

Sent from my iPhone



# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 14

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SUBJECT: PROPOSED LIFT STATION REQUEST – STARLIGHT HOMES

CITY COUNCIL MEETING DATE: 07/18/2022

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

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

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PURPOSE FOR REQUEST: **\*\* TABLED FROM 06/20/2022 CITY COUNCIL MEETING**

Starlight Homes Is requesting to install a wastewater lift station within the development.

HISTORY/ FACTS / ISSUES:

- Lift station would service parcels 092B 021 and 092B 024.
- Lift station would serve 102 lots.
- City staff has provided summary letter dated 6/6/22 with recommendation to deny.

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OPTIONS:

Approve, Deny or Postpone

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RECOMMENDED SAMPLE MOTION:

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DEPARTMENT: Planning and Utilities

REQUESTED BY: David Picklesimer and Jacob Barr

+  
**STARLIGHT**  
H O M E S

Date: May 6, 2022

To: Mr. Jacob Barr (*via e-mail*)  
City of Dawsonville  
415 Hwy 53 East, Suite 100  
Dawsonville, GA 30534  
706.265.3256



**RE: Proposed Subdivision – Proposed Lift Station Summary**  
Hwy 53 & Howser Mill Road  
Parcel ID: 092B 021 & 092B 024  
Land Lots 371, 378 & 439, 4<sup>th</sup> District  
City of Dawsonville, Dawson County, Georgia

Mr. Barr,

Per our previous coordination with the City of Dawsonville regarding sewer access for a proposed subdivision off Hwy 53 & Howser Mill Road (Parcels 092B 021 & 092B 024), this letter shall serve a formal request for approval to serve the subject property with a proposed on-site lift station.

In the 9 months we have had this property under a purchase and sale agreement, we have investigated multiple opportunities of providing sanitary sewer service to this proposed development. Those possibilities include a possible easement with homeowners in the adjacent Howser Mill subdivision which would allow our proposed development to gravity flow into an existing manhole within the Howser Mill subdivision, the possibility of an easement from the Howser Mill HOA which would allow our sewer to gravity flow to an existing manhole located in the common area owned by the HOA and the possibility of low pressure sewer for the homes requiring it within our proposed development that would be lifted to an existing manhole along Hwy 53 (we have since been told low pressure sewer is a nonstarter for the city).

As it relates to the potential easement from the 3 property owners within Howser Mill subdivision... the invert of the existing manhole in Howser Mill would allow for a gravity outfall; however, that installation would result in sewer being run at an extraordinarily depth (35-40').

We have also engaged the Howser Mill HOA for a sewer easement across an unusable portion of their community's common area. This connection would also allow the flow from our development to gravity to an existing manhole; however, the HOA has taken this opportunity to place architectural controls upon our development that are over and above what is required by the existing zoning of this property, they will require control of the landscape design of our subdivision entrance, they will require the installation of fencing and a landscape buffer along our common property line as well as replanting in the area we propose clearing for the easement. In addition to the overly burdensome architectural controls and improvements, they will also require payment of \$120,000 in exchange for their granting the easement.

Regardless of whether we could come to terms with the private parties mentioned above for an easement, sewerage our site to either of those manholes would also require upgrades to existing infrastructure, which we are unable to control. Either of the routes mentioned above would require a forcemain upgrade/relocation on property not owned by the city or Starlight Homes. While the property planned for the forcemain upgrade/relocation is slated for future development, the timeline for such is fluid. The development of this zoned property should not be conditional upon another private property owner's development of adjacent property at a later date.

We are requesting at this time for the city to approve a lift station to allow the development of this property under its current entitlement. Please refer to the attached Sanitary Sewer Plan & Existing Sewer Map showing the proposed lift station location, force main alignment & tie-in sewer manhole. Also attached is a preliminary summary of the proposed Lift Station analysis (Wastewater Memo by Atwell dated 05.02.2022).

As noted on the Existing Sewer Map, we would provide gravity sewer up to the Hwy 53 frontage and take the existing Lift Station (denoted as P3) off-line.

Please feel free to reach out with questions/comments or if you need anything else for your review/approval of our request.

Thank you.

A handwritten signature in blue ink that reads "Joe Ingram". The signature is written in a cursive, flowing style.

Joe Ingram  
Starlight Homes  
Vice President Land Acquisition

CC: Mr. David Picklesimer, City of Dawsonville (*via e-mail*)  
Mr. Sotir J. Christopher, Christopher Planning & Engineering (*via e-mail*)  
Mr. Michael Turner & Mrs. Julie Turner (*via e-mail*)

# WASTEWATER MEMO

## DOWNTOWN DAWSONVILLE SUBDIVISION

Howser Mill Road  
Dawsonville, GA

### PREPARED BY:



1800 Parkway Place, Suite 700  
Marietta, GA 30067  
Phone: (770) 423-0807

**May 2, 2022**

Atwell Project No. 22002795

### PREPARED FOR:

Starlight Homes  
3820 Mansell Road, Suite 150  
Alpharetta, GA 30022

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Daniel R. Gibbs, PE  
GA PE 30188

## PUMP STATION DESIGN

The proposed subdivision will have a lift station designed for the currently proposed Downtown Dawsonville Subdivision project. There will be approximately 2,170 LF of 6" force main that will discharge into a manhole on Howser Mill Rd. near the west entrance of the proposed subdivision. Estimated design flows were assumed as 300 GPD per new home. A peak factor of 3.0 was used to estimate the peak hourly flow.

The proposed system will discharge into the manhole at Howser Mill Rd. From there it will flow by gravity to the existing gravity line along Highway 53 West.

### Poplar Springs Rd Subdivision:

102 Residential Units x 300 GPD per Unit (ADF)	= 30,600 GPD
Total average daily flow estimate (ADF)	= 30,600 GDP
Peak Factor	= 3.0
Peak hour flow estimate (PHF)	= 66 gpm

### Pump Design Parameters:

We will follow the Design Requirements from SECTION 6: Pump Stations in the City of Dawsonville 2021 Water and Sewer Standard Specification.

**Lift Station Wetwell  
Downtown Dawsonville SUBDIVISION**

Number of Residential Units =	102	lots
Flow Per Unit	300.0	gpd
Estimated Residential average daily flow (ADF) =	30,600	gpd
Estimated Amenity average daily flow (ADF) =	1,000	gpd
TOTAL estimated average daily flow (ADF) =	31,600	gpd
Wastewater Peaking Factor =	3.00	
Total estimated peak hourly flow (PHF) =	66	gpm

Total estimated average daily flow (ADF) =	31,600	gpd
Total estimated average hourly flow (ADF) =	22	gpm
Total estimated peak hourly flow (PHF) =	66	gpm

Pump Cycle Time (Min) = 15 minutes      Pump Cycle Time (Design) = 14.4 minutes

$$V_{req} = \frac{\text{Cycle Time}}{[1 / (\text{PHF} - \text{ADF}) + 1 / \text{ADF}]}$$

$V_{req} = 219.4 \text{ gallons} = 29.34 \text{ Ft}^3$

Wetwell Diameter = 6 feet = 28.26 Ft<sup>2</sup>

Emergency Storage Required =

Emergency Storage Time=	0	min
Emergency Storage Volume=	0.00	Ft <sup>3</sup>
Emergency Storage Depth=	0.00	Ft

Minimum Submergence =

Intake Dia. =	4	in
Flow Rate =	200	gpm

Required Depth = 18 in

Design Depth = 30 in

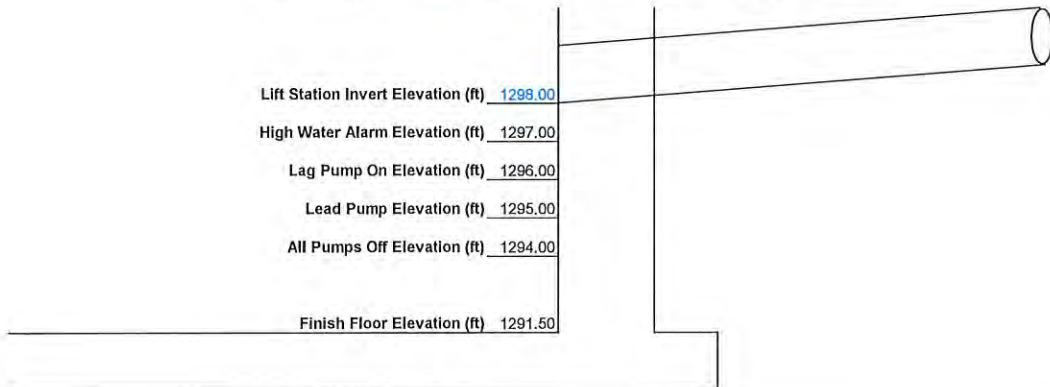
Wetwell Depth Required =

Wetwell Required Volume	29.34	Ft <sup>3</sup>
Wetwell Cross-Sectional Area	28.26	Ft <sup>2</sup>

Required Depth = 1.04 Ft

Design Depth = 1.00 Ft

$V_{des} = 211.4 \text{ gallons}$



Last Revision:  
5/2/2022  
1:48 PM

<b>Modified Operating Point Calculations</b>
<b>Downtown Dawsonville SUBDIVISION</b>

<i>Discharge Pipe</i>		
Diameter (in)	Area (ft <sup>2</sup> )	Hyd. Radius (ft)
6	0.196	0.125

<i>Existing Head</i>		
Pressure (psi)	x 2.31	Total Head (ft)
0	2.310	0.000

C Factor 130

Design Discharge Elevation **1396.0** ft (Highest force main invert is at connection to gravity manhole)  
 Headloss in Suction Line **2.0** ft  
 Highest Point in FM **1398.00** ft (Highest Force Main invert + Suction Line Headloss)  
 Starting Elevation **1294.00** All pumps off in wetwell

Static Head Diff. (Ft) 104.00

Increment 25			Piping Velocity (Ft/s)	Static Head (Ft)	Line Losses (Ft)	Fitting Losses (Ft)	Total Head Loss (Ft)
(gpm)	Flow Rate (MGD)	(CFS)					
0	0.00	0.00	0.00	104.00	0.00	0.000	104.000
100	0.14	0.22	1.13	104.00	2.26	0.107	106.372
125	0.18	0.28	1.42	104.00	3.42	0.168	107.591
150	0.22	0.33	1.70	104.00	4.80	0.242	109.040
175	0.25	0.39	1.99	104.00	6.38	0.329	110.712
200	0.29	0.45	2.27	104.00	8.17	0.430	112.604
225	0.32	0.50	2.55	104.00	10.17	0.544	114.710
250	0.36	0.56	2.84	104.00	12.36	0.671	117.028
275	0.40	0.61	3.12	104.00	14.74	0.812	119.554

**6 -inch Piping**  
 Lgth of discharge piping (ft)= 2170

Fitting	No.	K	K <sub>tot</sub>
Tee Run	0	0.30	0.00
Tee Branch	1	0.90	0.90
90° Bend	5	0.45	2.25
45° Bend	3	0.24	0.72
Exit	1	1.00	1.00
Entrance	1	0.50	0.50
Plug Valve	0	0.27	0.00
Gate Valve	0	0.12	0.00
Check Valve	0	1.50	0.00
<b>Total =</b>			<b>5.37</b>





April 28, 2020

Mr. Bob Bolz, City Manager  
City of Dawsonville  
415 Highway 53 East  
Dawsonville, Georgia 30534

Re: City of Dawsonville, Georgia  
Miscellaneous Services – Sing Swallow, LLC  
Project No. 833

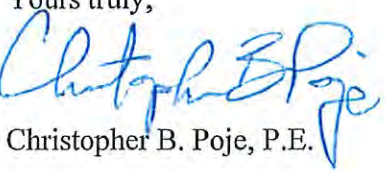
Dear Mr. Bolz:

We are enclosing a map that shows proposed sewerage system improvements that will cost effectively allow the City to provide sewer service to the 21.76 acre tract being evaluated. As discussed, installing a new force main along another alignment will reduce the static head and sufficiently increase the pump capacity to accommodate the 63 proposed new homes. This option is not one of the three previously discussed between the City and the developer.

The proposed improvements are cost effective for all parties in that no additional pump stations are needed, minimal upgrade to the existing Shoal Creek pump station is needed, and the operational efficiency of the existing equipment will increase. New easements for the force main and gravity sewer lines will be required.

Please understand that this plan does not change the City’s long-term sewer plan for this area. The proposed Howser Mill pump station is to serve already annexed land on the opposite side of Howser Mill Road and within a different drainage basin.

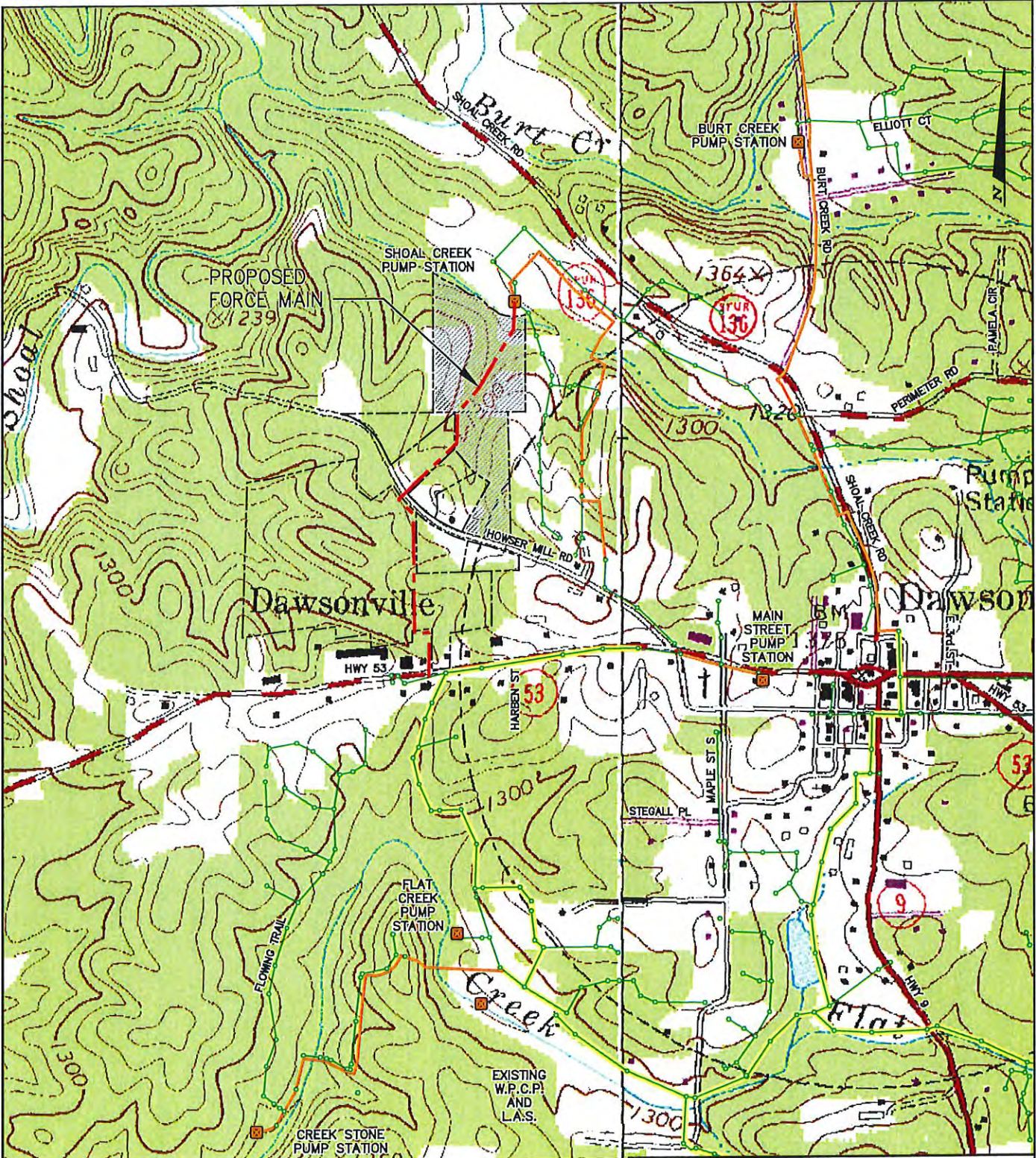
If you or the developer has questions or needs additional information regarding our recommendation, please call us.

Yours truly,  
  
Christopher B. Poje, P.E.

CBP:sn  
Enclosure  
cc: Mr. Dana B. Miles, ([dmiles@mhtlegal.com](mailto:dmiles@mhtlegal.com)) (w/enclosure)



P:\Dawsonville\833 Miscellaneous\833.002 Song Swallow Misc Drawings\Report Drawings\Sewer Map.dwg



**LEGEND**

- EXISTING SEWER AND MH —○—
- EXISTING FORCE MAIN —
- EXIST. SEWER INTERCEPTORS —
- PUMP STATION



GRAPHIC SCALE

CITY OF DAWSONVILLE, GEORGIA  
SEWERAGE SYSTEM IMPROVEMENTS

**SHOAL CREEK  
ALTERNATE FORCE MAIN**

SCALE: AS SHOWN      DATE: APRIL 2020



ATLANTA  
AUGUSTA  
ST. SIMONS ISLAND



202 Tribble Gap Road | Suite 200 | Cumming, Georgia 30040  
770-781-4100 | [www.mhtlegal.com](http://www.mhtlegal.com)

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Dana B. Miles  
[dmiles@mhtlegal.com](mailto:dmiles@mhtlegal.com)

April 30, 2020

Via email only

Ms. Wendy Kraby  
Attorney at Law  
GDCR  
49 Atlanta Street  
Marietta, GA 30060

Re: Song Swallow, LLC property (21.76A) in City of Dawsonville; ANX C8-00087 and 00088

Dear Wendy,

As you know, we represent the City of Dawsonville and your letter of March 25, 2020 has been referred to us for reply. Please direct any future communication in this regard to me or Paul Mitchell. We apologize for the delay in responding due to the pandemic and the desire to give you a more substantive response which required us to obtain input from the City Engineer G. Ben Turnipseed & Associates.

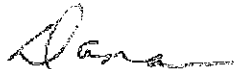
Both when the property was rezoned in 2018 and currently the City has water and sewer capacity at its respective plants for the proposed 63 potential homes on the two tracts owned by your client. There is existing 8" water line infrastructure adjacent or very near the property that has sufficient capacity to connect to this subdivision at developer/owner expense. There is not existing sewer infrastructure adjacent to the property. The City has no current plans to extend sewer infrastructure to the site, but is and has been willing to work with any owner/developer who wants to extend that utility to the site at the owner/developer's expense to the City's specifications and then dedicate that infrastructure to the City.

City personnel have previously discussed with Mr. House three different ways that this connection could be accomplished subject to approval by the City Engineer. After receipt of your letter, we contacted the City Engineer and requested they examine this situation so that we could give you a more substantive response in a way that is consistent with the City's Master Sewer Plan. As a result, the City Engineer has sent a letter to the City Manager with his recommendation of a fourth way and prepared a sketch showing that proposed route and manner of connection. Both documents are attached hereto for you, your client and his engineer to review.

The initial discussions all centered around your client building a pump station on its property to pump to various locations capable of carrying this sewerage load to the City plant. The fourth way appears to us to be a win-win situation because it would allow your client to connect for the cost of building a force main which is far less than a pump station. In essence, your client would grant an easement across its property, obtain easements from others and then construct the force main as depicted on the enclosed sketch. The design of the proposed force main line and easements needed would need to be prepared by a licensed Professional Engineer at owner/developer expense and approved by the City Engineer and City Utilities Department prior to any land disturbance permit being issued by the City. The easements and force main line from Shoal Creek pump station to the Highway 53 connection point would have to be obtained and constructed at owner/developer expense prior to any building permits being issued for the subdivision. Under any of the alternatives, your client would still be constructing the utility infrastructure within the subdivision for the water and gravity sewer lines which also would have to be in place before any building permits were issued.

We are glad to set up a meeting with the City Engineer once Mr. House and his engineer are ready to proceed. Please let me know if we can provide any further information.

Sincerely,



Dana B. Miles

**Attachments**

cc Chris Poje  
Paul Mitchell  
Mike Eason  
Bob Bolz  
Gary Barr  
Robbie Irvin



ATLANTA  
AUGUSTA  
ST. SIMONS ISLAND

May 7, 2020

Mr. Bob Bolz, City Manager  
City of Dawsonville  
415 Highway 53 East  
Dawsonville, Georgia 30534

Re: City of Dawsonville, Georgia  
Miscellaneous Services – Song Swallow, LLC  
Project No. 833

Dear Mr. Bolz:

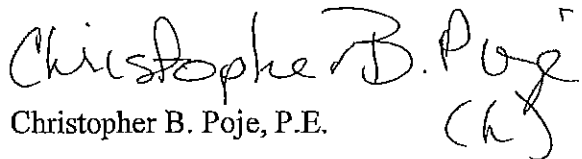
Based on the comments received by the City on May 6, 2020, regarding potential upgrades required at the existing Shoal Creek pump station, we have outlined the preliminary scope of work mentioned in our April 28, 2020, correspondence. All proposed work will be done at developer expense.

- Connect proposed force main to existing valve vault structure with necessary valves
- Provide emergency force main connection and valve for pump station bypass
- Add isolation valve for existing (to be abandoned) force main

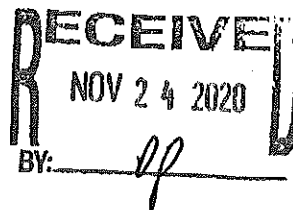
The high point of the proposed force main is estimated to be 50 feet lower than the existing force main, reducing total dynamic head required. The existing 47 horsepower pumps (Flygt CP3201 with 325 mm impeller trim) should increase in efficiency by 25% and more than double in capacity when connected to the proposed force main.

This information should be sufficient for the developer to estimate the cost of the sewerage system improvements needed to accommodate the proposed development. If you have any questions or need additional information, please call us.

Yours truly,

  
Christopher B. Poje, P.E. (h)

CBP:kb



ATLANTA  
AUGUSTA  
ST. SIMONS ISLAND

November 17, 2020

Mr. David Picklesimer  
Code Enforcement Officer  
City of Dawsonville  
415 Highway 53 East  
Dawsonville, Georgia 30534

Re: City of Dawsonville  
Miscellaneous Services  
Project No. 833

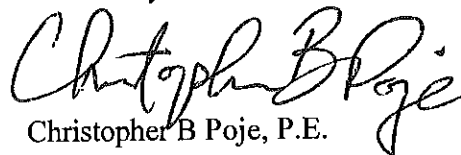
Dear Mr. Picklesimer:

As discussed in our meeting last Friday, the Shoal Creek pump station may be modified to pump additional flow if the overall pumping conditions are changed by re-routing the force main. Based on the preliminary engineering and map we prepared in May 2020 to address the request of the Song Swallow developer, we estimate the pump flow rate could increase from 200 gpm to over 450 gpm. This increase results in additional capacity for approximately 360 new homes connected to the collection system served by the Shoal Creek pump station.

In addition to this potential upgrade, we recommend the City continue to pursue the construction of the Rain Hill pump station as described in the City's Sewerage System Master Plan. The Rain Hill pump station will redirect some flow from Shoal Creek, providing additional capacity and safety factor there as well.

If you have any questions or need additional information, please call us.

Yours truly

  
Christopher B Poje, P.E.

CBP:kb



ATLANTA  
AUGUSTA  
ST. SIMONS ISLAND

January 26, 2022

Mr. David Picklesimer  
Planning Director  
City of Dawsonville  
415 Highway 53 East  
Dawsonville, Georgia 30534

Re: City of Dawsonville  
Miscellaneous Services  
Project No. 833

Dear Mr. Picklesimer:

We have reviewed the request for sewer capacity to serve the proposed development referenced as Howser Mill Tract and the expansion of the Howser Mill Subdivision. The proposed developments consist of 224 units that will connect to the sewerage system by gravity with flow routed to the City's Shoal Creek pump station. The estimated average daily flow is 67,200 gallons per day.

Once the Shoal Creek pump station is modified to pump additional flow by re-routing the force main as recommended in our May 7, 2020 and November 17, 2020 letters, we estimate the pump flow rate could increase from 200 gpm to over 450 gpm. This increase results in sufficient pumping capacity available for the proposed developments

If you have any questions or need additional information, please call us.

Yours truly,

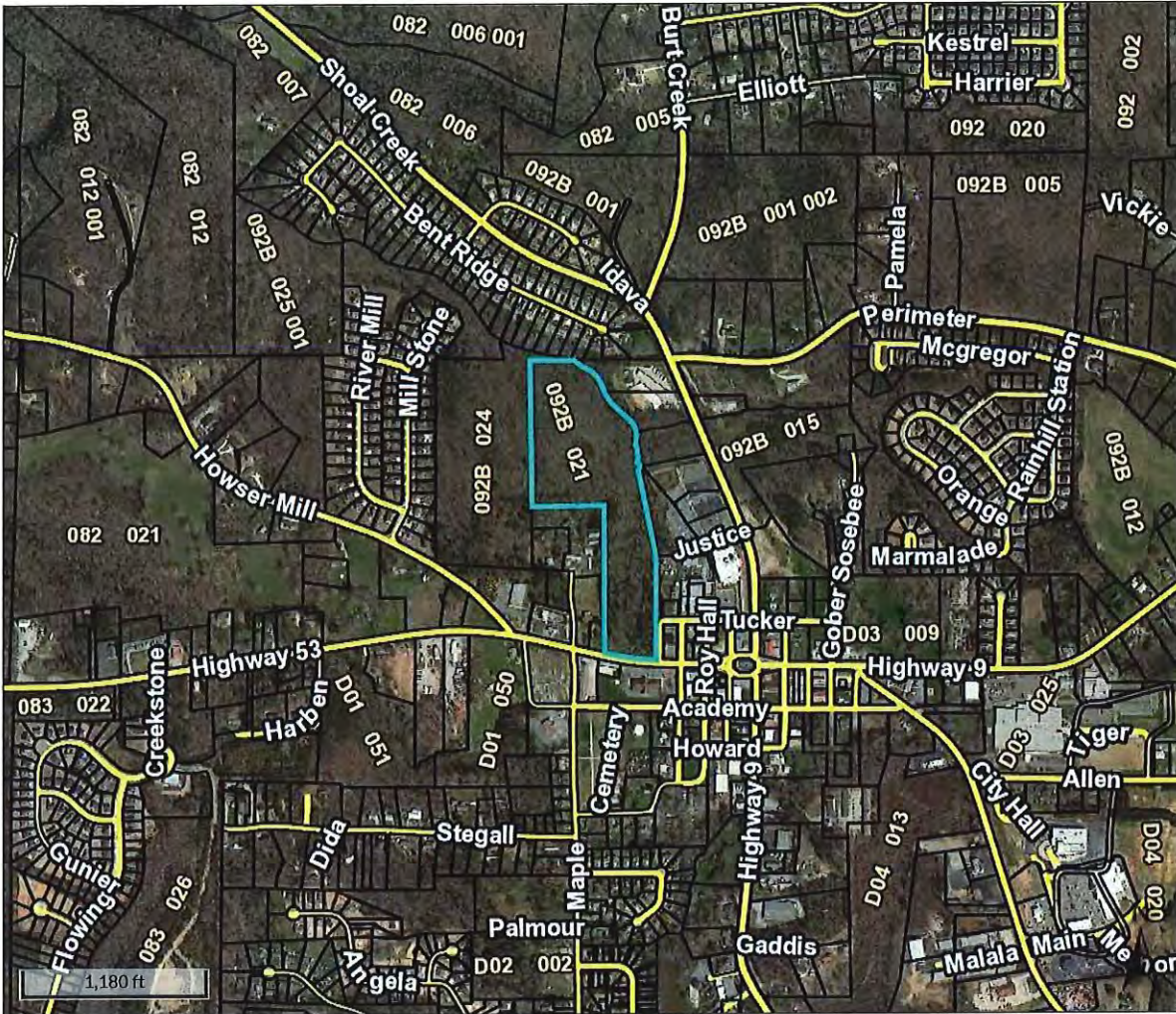
A handwritten signature in black ink, appearing to read 'J. Lamar Rogers', is written over a horizontal line.

J. Lamar Rogers, P.E.

JLR:ac

cc: Mr. Bob Bolz, City Manager





Overview



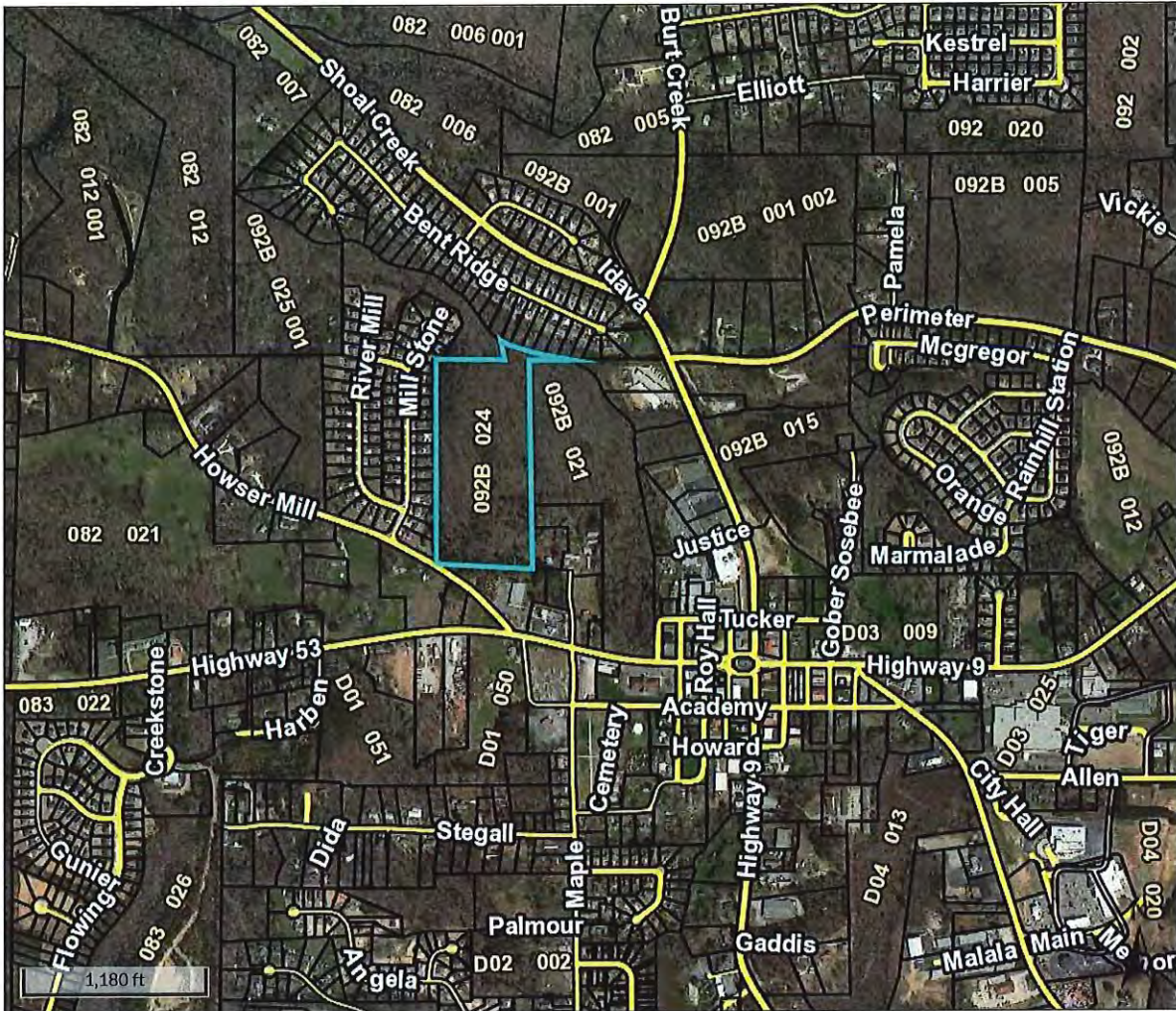
Legend

□ Parcels

Parcel ID: 092B 021  
Alt ID: 6332  
Owner: ALLEN STREET PROPERTIES LLC  
Acres: 21.63  
Assessed Value: \$357680

Date created: 6/6/2022  
Last Data Uploaded: 6/3/2022 10:43:24 PM

Developed by  Schneider  
GEOSPATIAL



Overview



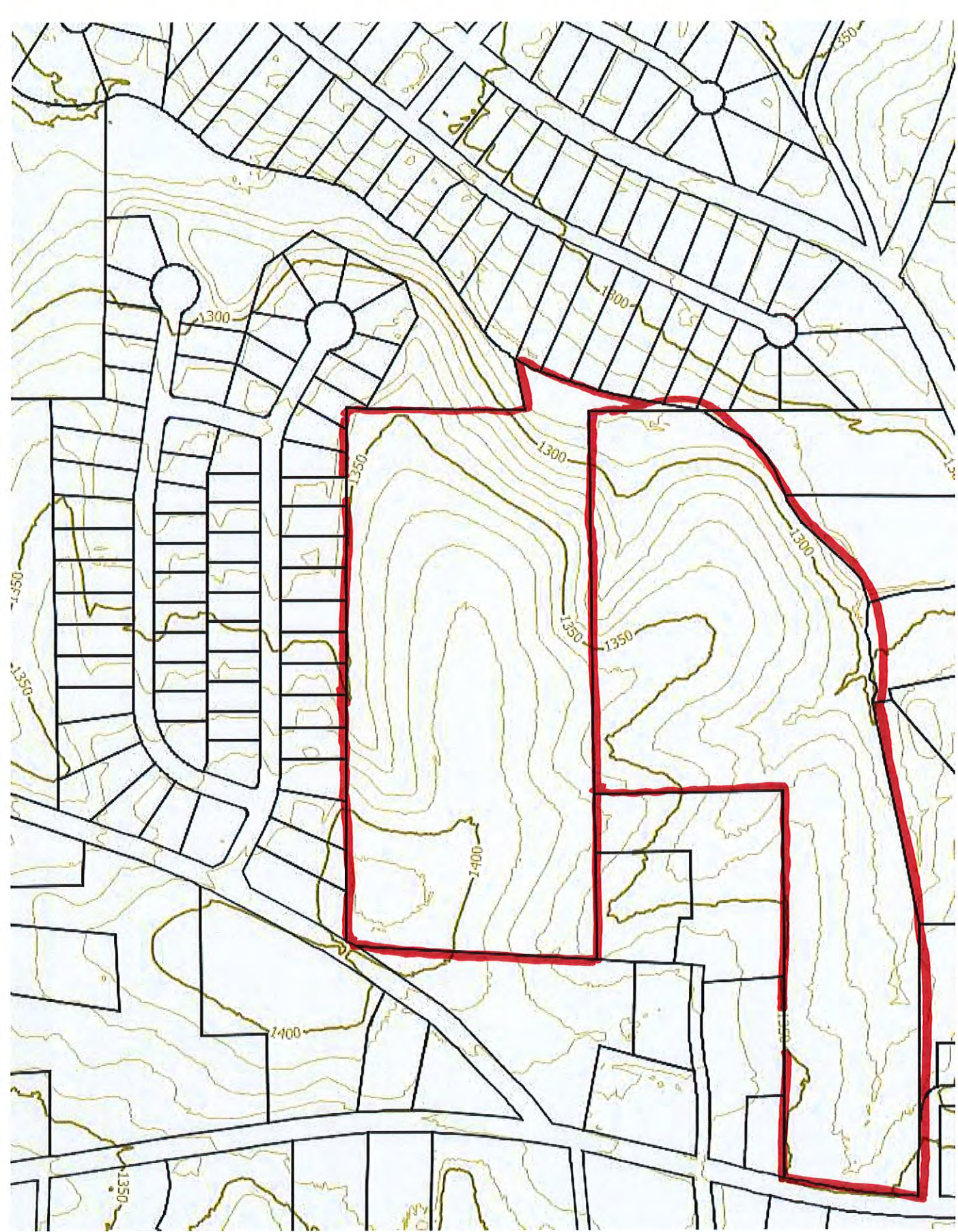
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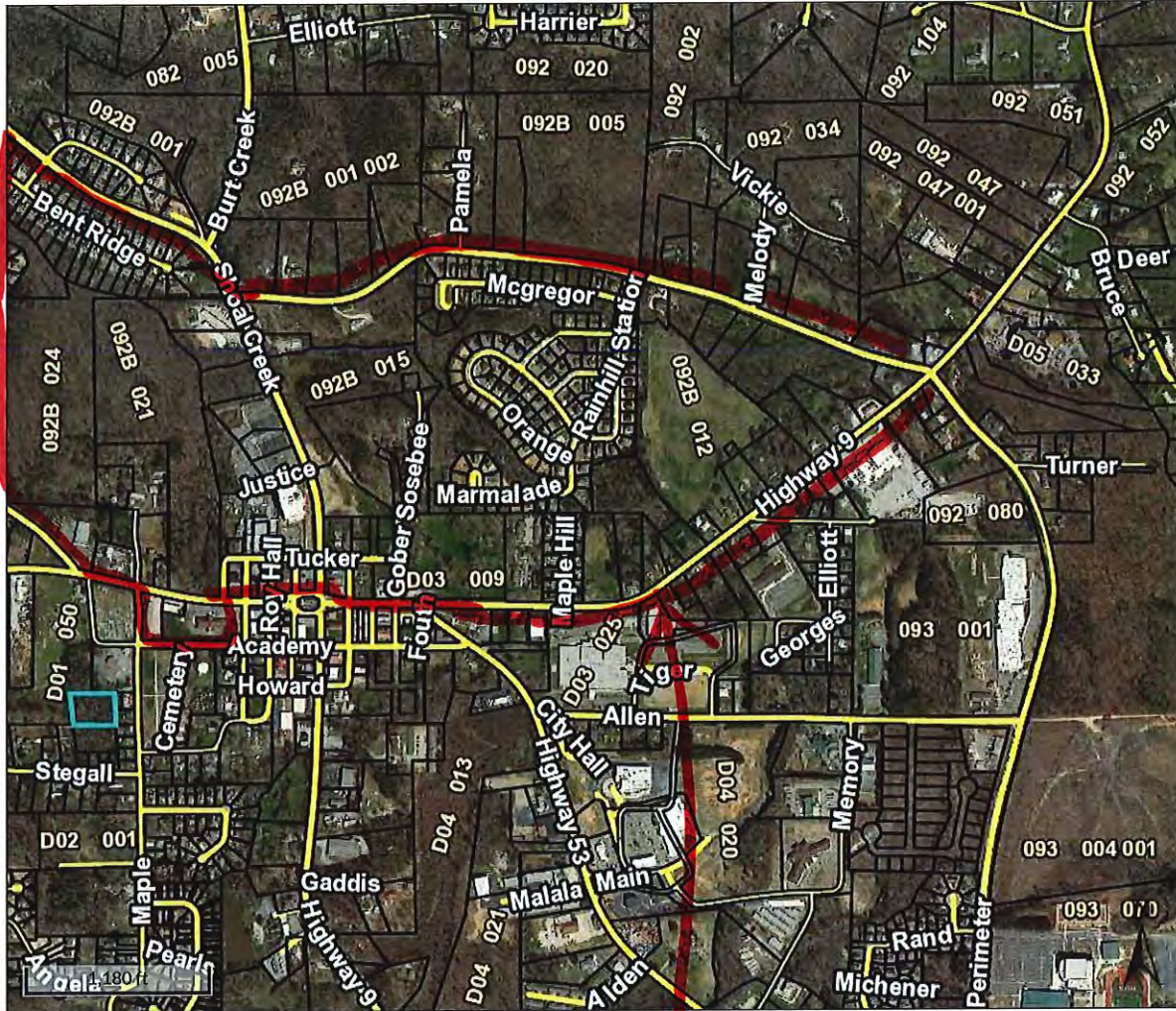
□ Parcels

Parcel ID: 092B 024  
Alt ID: 6335  
Owner: ALLEN STREET PROPERTIES LLC  
Acres: 20  
Assessed Value: \$335665

Date created: 6/6/2022  
Last Data Uploaded: 6/3/2022 10:43:24 PM

Developed by  Schneider  
GEO SPATIAL





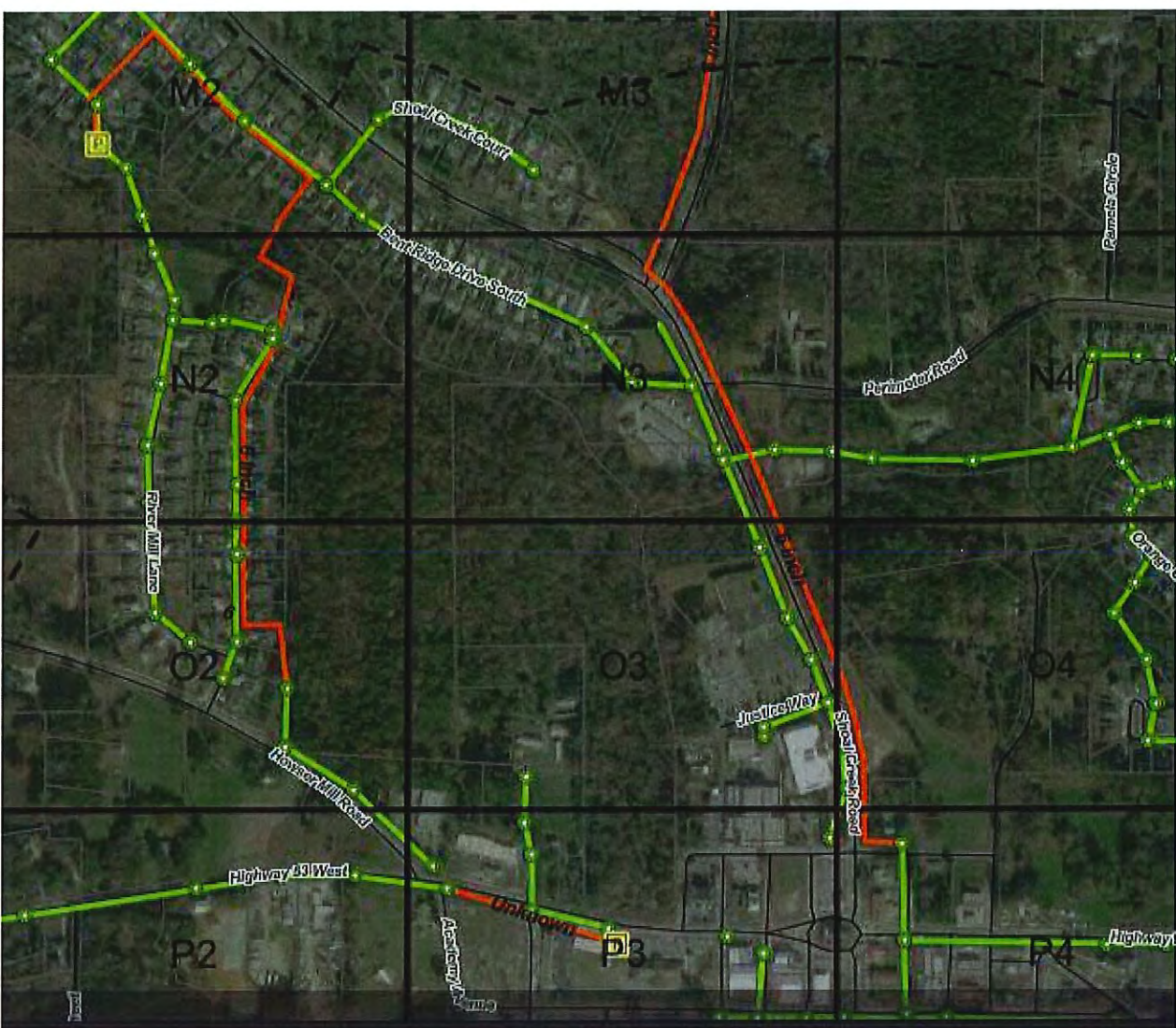
Legend  
□ Parcels

Parcel ID: D01 047 010  
Alt ID: 10848  
Owner: HAYES GREG & BRADLEY MILLER & RICKY  
Acres: 0  
Assessed Value: \$30000

Date created: 5/13/2022  
Last Data Uploaded: 5/12/2022 10:43:49 PM

Developed by  Schneider  
GEOSPATIAL

Drainage Basin





ATLANTA  
AUGUSTA  
ST. SIMONS ISLAND

June 3, 2022

Mr. David Picklesimer  
Planning Director  
City of Dawsonville  
415 Highway 53 East Suite 100  
Dawsonville, Georgia 30534

Re: City of Dawsonville  
Miscellaneous Services  
Project No. 833



Dear Mr. Picklesimer:

We have reviewed the request to construct a sanitary sewer pump station to serve the proposed development on Howser Mill Road east of the existing Howser Mill Subdivision. The proposed development consists of 111 units. The estimated average daily flow is 33,300 gallons per day.

We recommend the development construct a gravity sewer line along the creek to the City's Shoal Creek pump station. The Shoal Creek pump station will need to be modified to pump additional flow by re-routing the force main as recommended in our May 7, 2020 and November 17, 2020 letters. We estimate the pump flow rate could increase from 200 gpm to over 450 gpm. This increase results in sufficient pumping capacity available for the proposed development.

If you have any questions or need additional information, please call us.

Yours truly,

A blue ink signature that appears to read "J. Lamar Rogers".

J. Lamar Rogers, P.E.

JLR:ac

cc: Mr. Bob Bolz, City Manager

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



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

**Date:** 6/6/22

**Reference:** Starlight Homes Hwy 53W Wastewater Lift Station Request

**To:** Bob Bolz, City Manager

The Planning Department and Utilities Department is in receipt of a request from Starlight Homes to privately fund and install a wastewater lift station on site to serve parcels 092B 021 and 092B 024 due to no adjacent City sewer infrastructure. The City has no current plans to extend wastewater infrastructure to these parcels. The proposed wastewater lift station would include maintenance of a 6-foot diameter wet well, lead and lag submersible pumps, stand by generator and 2,170 feet of 6" force main.

The City had received a request back in 2020 from Song Swallow LLC to install a new lift station in the same drainage basin. The City consultant engineer was instructed to examine this situation in a way that was consistent with the City's master sewer plan. As a result of the study the findings recommended upgrading the existing Shoal Creek lift station. Response to Song Swallow was documented by Miles Hansford and Tallant LLC letter dated April 30, 2020.

City consultant engineering firm has studied the wastewater service possibilities in this drainage basin. The City engineering firm looked at several scenarios and recommended a solution that would be the most cost effective for the development community. The same recommendation will also be the most cost effective for the City of Dawsonville long term wastewater lift station operation and maintenance program.

City consultant engineer letter dated April 28, 2020 recommended upgrading the existing Shoal Creek wastewater lift station. The station upgrade recommendation proposed relocating the wastewater lift station force main to a new alignment and discharge point along Hwy 53W. The new alignment and discharge location will reduce the static head pressure and increase pumping capacity within the existing Shoal Creek wastewater lift station. The upgrade as noted in City engineer letter dated November 17, 2020 will allow Shoal Creek lift station to accommodate pumping capacity for 360 new homes.

Staff has reviewed the 2019 wastewater master plan. The plan recommends the installation of Rainhill wastewater lift station in the 5-year short term improvements to provide more capacity in the Shoal Creek lift station. City engineer restudied the Shoal Creek lift station basin elevations in 2020 and recommended realignment of Shoal Creek force main to produce 360 new home capacity in this station. Current proposed home development in the Shoal Creek lift station basin is 158 homes (Starlight/Turner 102, Song Swallow 56). The Shoal Creek lift station will have the availability to serve another 202 homes in the upstream proposed Rainhill lift station basin. Portions of properties fronting Hwy 9N will also be

able to service an existing sanitary sewer line within Hwy 9N right of way that gravity flows to the City wastewater treatment facility. We believe the short term 5-year plan has been addressed with the proposed Shoal Creek lift station force main re alignment.

Installation of a new lift station within the Starlight development would add the following burdens to the City:

- Reduce fleet vehicle life expectancy due to trips to station.
- Increase annual budget for operation and maintenance.
- Increase power consumption of \$9,000 per year.
- Increase material purchases for odor, cleaning and degreasing chemicals.
- Station will require periodic replacement of mechanical and electrical components.
- Reduce quality of operations to the existing wastewater system due to addition time required for daily inspections and maintenance needs at new station.
- Increase over time hours of operation for after hour station emergency calls.
- Increase yearly diesel fuel purchases for generator.
- Increase yearly gasoline fuel purchases for vehicles.
- Increase yearly routine wet well preventive pumping service.
- Increase submersible pump preventive maintenance service.
- Increase submersible pump emergency yearly service.
- Increase generator preventive maintenance service.
- Increase generator emergency service.
- Increase backflow yearly testing service.

Wastewater station installation is typically only allowed when topography is the major factor. The cities long range plan is for the reduction of wastewater lift stations per the 2019 wastewater master plan.

City engineer reviewed the Starlight wastewater lift station proposal and recommended denial of the new lift station installation per the letter dated June 3, 2022.

Staff recommends denial based on City engineer recommendation, 2019 wastewater master plan and operation and maintenance burdens.

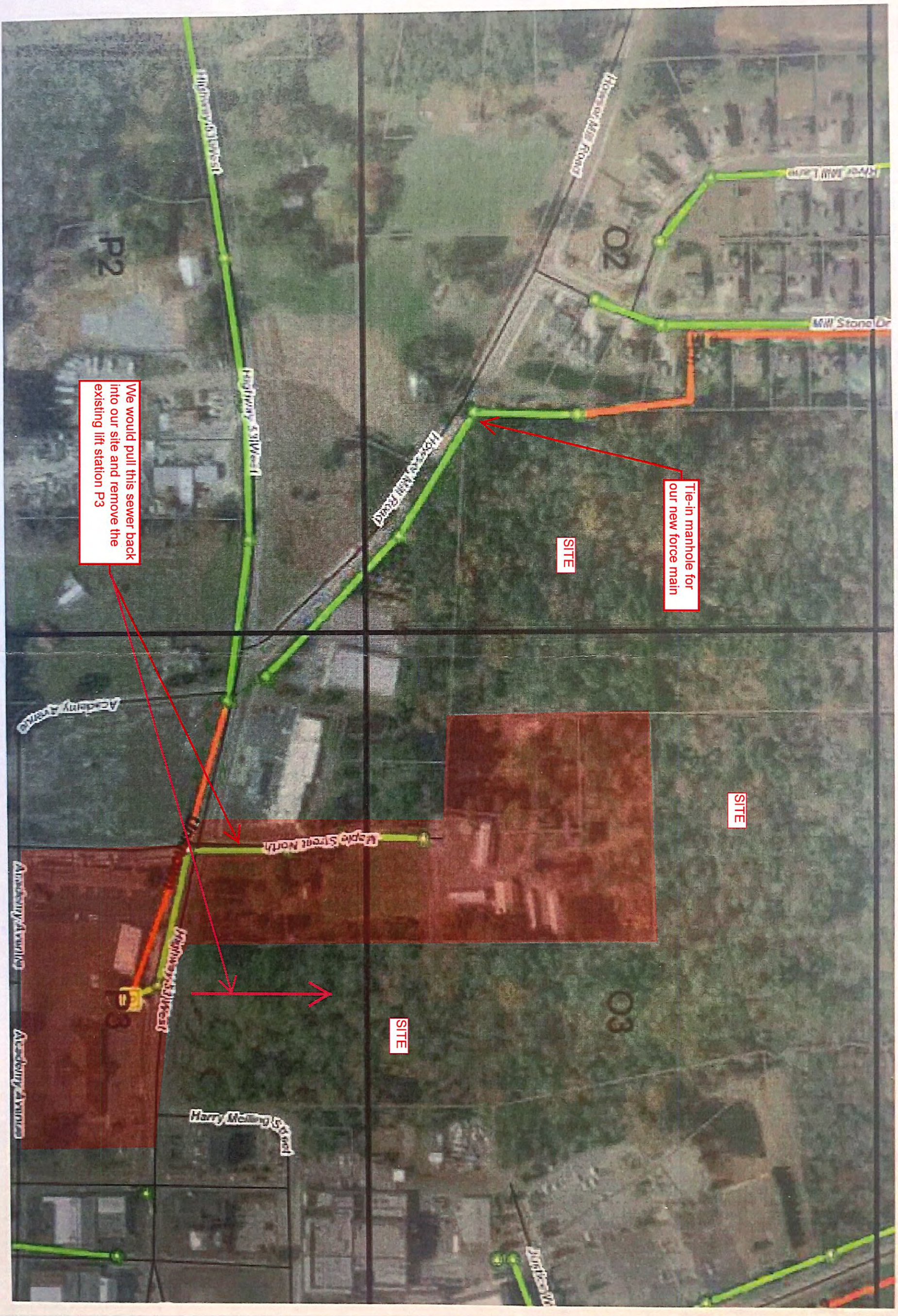
Staff recommends Starlight Homes install new gravity sewer to the existing Shoal Creek lift station and modify & upgrade the Shoal Creek lift station to provide more pumping capacity. Staff will also require the developer to install gravity sewer up to Hwy 53W right of way for the decommissioning of the Goodson Drug/Downtown wastewater lift station.

Blessed,

*David Picklesimer*  
Planning Director







We would pull this sewer back into our site and remove the existing lift station P3

Tie-in manhole for our new force main

SITE

SITE

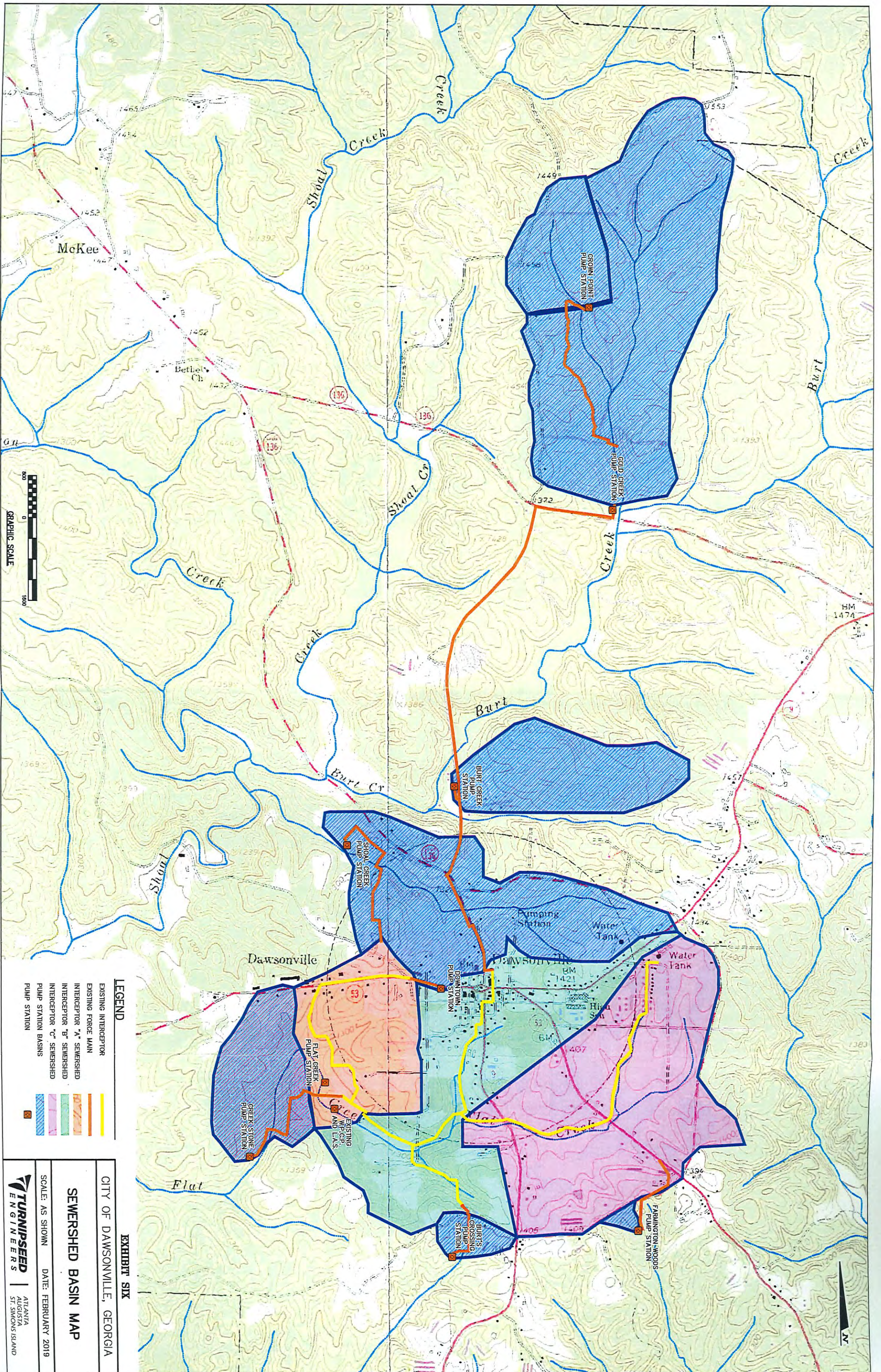
SITE

03

02

P2

P3



**LEGEND**

- EXISTING INTERCEPTOR
- EXISTING FORCE MAIN
- INTERCEPTOR "A" SEMERSHED
- INTERCEPTOR "B" SEMERSHED
- INTERCEPTOR "C" SEMERSHED
- PUMP STATION BASINS
- PUMP STATION

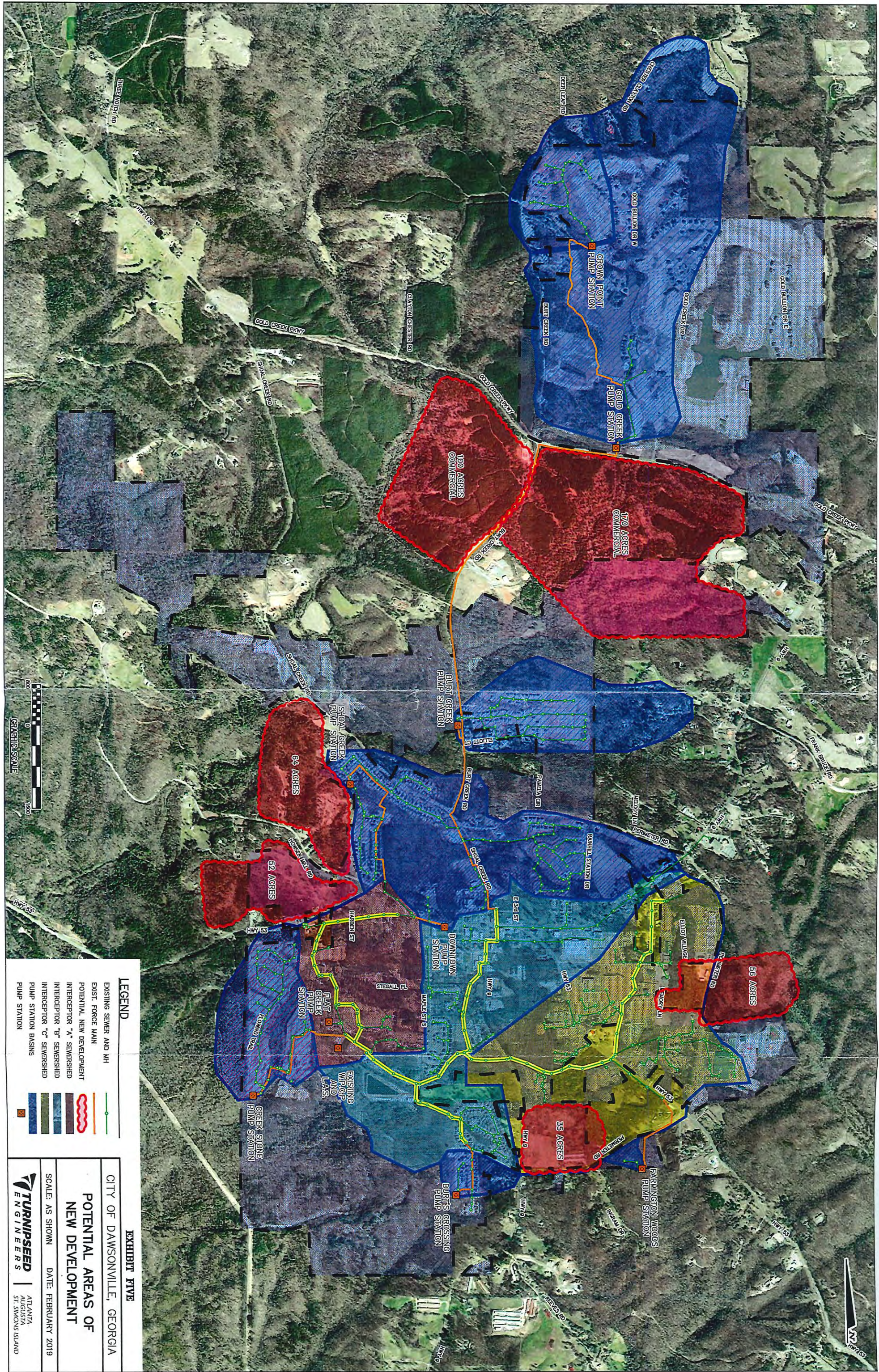
**EXHIBIT SIX**

CITY OF DAWSONVILLE, GEORGIA

**SEWERSHED BASIN MAP**

SCALE: AS SHOWN DATE: FEBRUARY 2019

**TURNPIECE ENGINEERS** ATLANTA AUGUSTA ST. SIMONS ISLAND



- LEGEND**
- EXISTING SEWER AND MH
  - EXIST. FORCE MAIN
  - POTENTIAL NEW DEVELOPMENT INTERCEPTOR "A" SEWERSHED
  - INTERCEPTOR "B" SEWERSHED
  - INTERCEPTOR "C" SEWERSHED
  - PUMP STATION BASINS
  - PUMP STATION

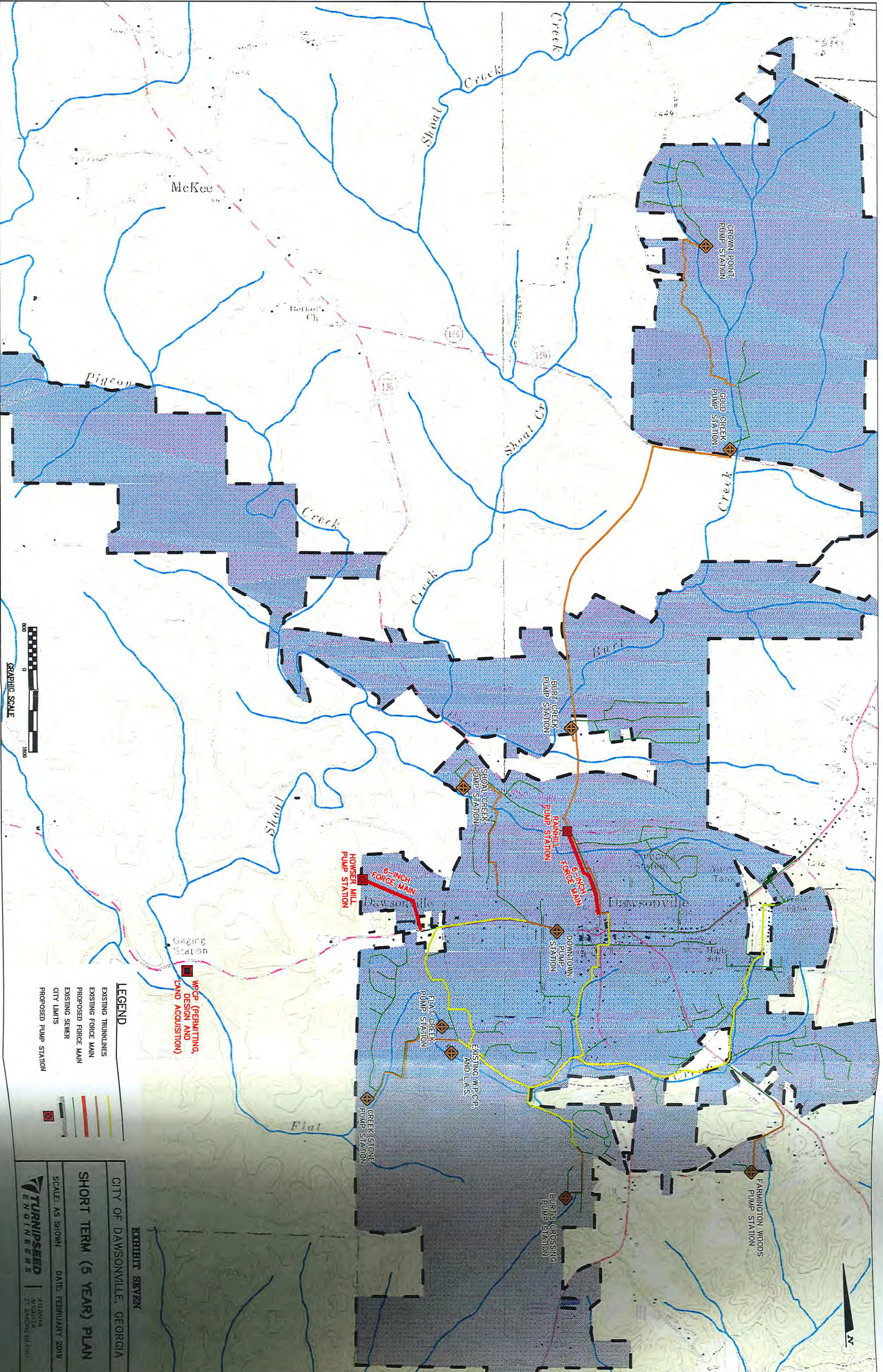
**EXHIBIT FIVE**

CITY OF DAWSONVILLE, GEORGIA

**POTENTIAL AREAS OF NEW DEVELOPMENT**

SCALE: AS SHOWN      DATE: FEBRUARY 2019

**TURNPIECE ENGINEERS**      ATLANTA, AUGUSTA, ST. SIMONS ISLAND



- LEGEND**
- EXISTING TRUNKLINES
  - EXISTING FORCE MAIN
  - PROPOSED FORCE MAIN
  - EXISTING SEWER
  - CITY LIMITS
  - PROPOSED PUMP STATION

WP/CP (PERMITTING, DESIGN AND LAND ACQUISITION)

**EXHIBIT SEVEN**

CITY OF DAWSONVILLE, GEORGIA

**SHORT TERM (5 YEAR) PLAN**

SCALE: AS SHOWN      DATE: FEBRUARY 2019

**TURNPISEED ENGINEERS**      ATLANTA, GEORGIA  
 3750 WOODBRIDGE BLVD, SUITE 200



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 15

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

CITY COUNCIL MEETING DATE: 07/18/2022

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

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

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

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PURPOSE FOR REQUEST:

**TO PROVIDE PROJECT UPDATES**

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HISTORY/ FACTS / ISSUES:

**SEE ATTACHED OUTLINE**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager

## CITY MANAGER REPORT

JULY 12 FOR JULY 18, 2022, MEETING

Friday Night Food Truck Night: Our July 1st event was another great success. Six trucks were on hand, including, Sweet Cheeks BBQ, Philly Creations, Old Dad's Wings, Chuy's Tacos, Tikiz Shaved Ice & Ice Cream, and Kandie's Korn with prize giveaways by Launch. Our next event is August 5<sup>th</sup> and will include live music.

Farmer's Market: The Farmer's Market continues to fill to capacity each Saturday morning and starting this month some vendors are at the market on Wednesday afternoons from 3-6 PM.

A Family Fair: This event scheduled for July 29<sup>th</sup> from 6-11 PM is just around the corner. Co-sponsored by the city, the event will feature from the Dawson County Family Connection Community Collaborative, non-profits, social services agencies, faith-based organizations, public servants, mental wellness providers, children's service providers, and/or support groups who provide services for substance abuse, parenting, bereavement, etc. The overall goal is to provide these agencies an opportunity to connect with their community in a fun-filled afternoon of activity. Each agency will provide a family friendly activity, carnival-like, at their station and their own agency media describing their resources. Free food will be available (hotdogs, hamburgers, water, juice, popcorn, cotton candy), and the event will culminate with a family friendly movie, *Sing 2*. So far 35 groups have signed up, including, Alliance Together, Amerigroup Community Care, Aruka Community Counseling Center, Avita Community Partners, Boy Scouts of North Georgia, CareSource, Cornerstone Christian Church, Creative Enterprises, Dawson Community Food Bank, Dawson County Family Connections, Dawson County Health Department, Dawson County Library, Dawson County Parks & Recreation Department, Dawson County Schools -School Social Workers, Dawson County Senior Center, Dawson County WEE Books, Department of Community Affairs, Georgia Highland Medical Services, Georgia Mountain Food Bank, Good Shepherd Clinic, Goodwill Dawsonville Career Center, Hall-Dawson CASA, Kare for Kids, Lanier Technical College, Local Church, Next Generation Youth Development/V2, No One Alone, Peach State Health Plan, Rape Response, St. Vincent de Paul/Christ the Redeemer, The Place of Dawson, The Way Home, WorkSource Georgia, and Young Life.

Fall Flu Clinic at the Farmer's Market: The Dawson Co EMA/EMS and the local Department of Public Health have approached the city about hosting a flu clinic this fall at the Farmer's Market. They seek to use this location as opposed to one of the county parks. We will let you know more as soon as we know more.

Disc Golf: This new feature continues to be extremely popular. Tee pads have been poured, work continues on the trail, and efforts are still underway to complete the course. Over 420 people have signed in to the UDISC website, and that is only a percentage of the total number of rounds played.

### Main Street Park Projects:

- Disc Golf: See comments above.
- Basketball Court: The basketball courts location has been laid out and an RFP is being developed to obtain bids.
- Pickleball Courts: We are finalizing the RFP to bid this project out.
- Shade: Staff continue researching shade for various locations in the park. Costs are excessive and we are developing recommendations.
- Skate Park Expansion: Staff are estimating cost for expansion of this amenity.

- Small Bathroom between Shelter #3 and Skate Park/Court Area: We are working to develop a simple design for a very small rest room to serve this area.
- Stage: Staff are researching the purchase of a hydraulic, mobile stage, similar to what we used at the tree lighting event. Since it is portable it can be set up and taken down in a few hours. This idea is opposed to an amphitheater. Our concerns for an amphitheater include cost, additionally facility would sit outside, weather, and possibly get vandalized. As we develop more research, we will present pros, cons, and a recommendation soon.
- Dog Park: Eagle Scout candidate Palmer Hartley has finished his project complete with obstacles for the dogs, signage, and an entry way. Soon we hope to have a grand opening of this great addition to our community.
- Bridge & Trail to Library: A considerable amount of work was carried out this month to establish the trail and bridge to the library. We will be recommending alternatives to the bridge.
- Sidewalk to Main Street Park from Care Facility: We now have bids to connect the care facility to the park. The Dawson County Civitan Club will reimburse the city for the portion of the sidewalk on their property, and we will construct and pay for the sidewalk on city property. We are awaiting word from the contractor for when work will start.
- Geocaching Site: Geocaching is a sport that is growing in popularity. There has existed a cache at the GRHOF for years. We have been approached by a volunteer geocaching enthusiast that wants to install and will maintain three sites, one in Main Street Park, one at the Dog Park, and one at Wallace Park. Staff have met with her, and we are awaiting her official proposal.
- Splash Pad: Research into the possibility of adding this amenity is underway.

Phone System Upgrade: Staff will receive training on the new system on July 13th with plans for the system to go live on July 14th.

Downtown Strategic Plan Grant from ARC: Our application for this grant has been selected by the ARC for funding. We now await final approval from the ARC-DC office, which could take up to six weeks.

Project – Administrative Building for Public Works and Utilities Director: This project is complete with only punch list items remaining.

EV Charging Station: The station was installed and became operational at the end of June. The site has already been used a number of times. Indigo Energy's website has already received some positive comments from customers.

Roundabout at Old Courthouse: No word from GDOT yet as to funding availability.

LMIG Funding: We have received word that we are available for a \$36,988.64 LMIG grant that would require a 30% match assuming projects we recommend are approved. Staff are working on this grant application with a February deadline.



Proposed Amicalola Falls Scenic Byway: GDOT has accepted an application for the designation of a Georgia Scenic Byway through Dawson, Gilmer, and Pickens Counties, anchored by Amicalola Falls State Park. The proposed route travels mainly on state highways including sections of GA Highways 52, 183, 53, 136, as well as portions of local roads including Bailey Waters, Clear Creek, Fendley, Yukon, Jones Mountain, Burnt Mountain Roads, and Orchard Lane. Sponsored by the Dawson County Chamber of Commerce, Gilmer County Chamber of Commerce, Gilmer County Development Authority, Pickens County Chamber of Commerce, Pickens County Development Authority, Dawson County, Gilmer County, Pickens County, the town of Talking Rock, and the cities of Dawsonville, and Jasper. The designation will assist in conserving, enhancing, and displaying the history, culture, and attraction of these mountain counties while also boosting heritage and cultural tourism, and appreciation for the natural beauty of the area. The designation may also result in additional grant opportunities for all communities involved as well as provide marketing opportunities to reach an audience who appreciates and protects the intrinsic qualities that make the byway unique. The scenic byway designation doesn't impose any restrictions other than no new billboards. Existing billboards are grandfathered in and will remain in place. There are currently 15 Georgia Scenic Byways throughout the state. A series of public meetings are scheduled in the area. There will be a public meeting at the GRHOF from 5-6PM on Thursday, July 28<sup>th</sup>.

STEM Program: We continue to work with Dawson County Schools and the GRHOF to develop a STEM program utilizing the museum and possibly Main Street Park.

Covid Protocol: No staff are out due to pandemic issues.

ARPA Funding: We received \$3 million grant for the wastewater treatment plant. The \$500,000.00 for the well was denied as were grants for the museum and the airport.

Water First Program: Chuck Benefield, formerly of GTB now with CEC is drafting a proposal to prepare the city's involvement in the Water First Program.

Commission Meetings: The Planning Commission did not have a meeting this month. The DDA Meeting will be held on July 25<sup>th</sup>.

Comprehensive Plan: It is almost time to begin reviewing our city's comprehensive plan last completed in 2018. This formal process should start in September. We are working with Adam Hazell of GMRC planning to begin this process and discussing update of our CIE as part of that plan.

Old Cemetery to National Register of Historic Places: Pre-pandemic, the city was working on getting the cemetery listed on the National Register of Historic Places. The process got put on hold due to the pandemic. Staff are working with Joe Rothwell at GMRC to get this project re-started.

Impact Fees Study: The RFP went live on our website and the GA Procurement registry on Thursday, May 12<sup>th</sup>. It will be advertised in the Dawson County News on 05/18 and 05/25. Deadline to submit questions: 05/27/2022 at 5:00 PM. Staff have extended the time period for submittal to July 1<sup>st</sup>. We have received two RFP's. We recommend reviewing by a committee of the City Manager, City Clerk, Finance Administrator, the Mayor, one to two City Council members, and our attorney.

Annual Fluoride Testing: The City water system passed the annual fluoride testing with flying colors this month.

Water Meter Upgrade: The contract is finalized, and a pre-construction meeting is scheduled for July 22<sup>nd</sup>.

Deputy Program with Sheriff's Office: One of the deputies assigned to the city, Vic Gazaway, transferred to an SRO position on 07/09. Until the Sheriff's Office can determine a replacement, we will only have one officer who will work M-F from 1-9 PM. At this time, they have not shared a timeline for how long we can be expected to be without a deputy. They are actively recruiting a replacement. We will only be paying for one officer, but we will only have one officer for coverage. Patrol units will be our coverage via a call to 911. For several months we have known that Vic was transferring on a TBA date to become an SRO. We wish him well.

Distillery Lease & Sale: Doc Brown Distilleries pulled out of the deal to purchase the Distillery.

Training & Accomplishments:

- GMA Convention: Councilmen Walden and Illg participated in the annual GMA convention.
- Class III Wastewater License: Please join me in congratulating Blake Croft who passed the state's tough Class III Wastewater Class and testing. This is in addition to his passing the Class III Drinking Water Class a few months ago. Now both Blake and Jacob Barr are certified at both levels.
- Staff Training: CPR/AED training is scheduled for July 15<sup>th</sup> and First Aid/Stop the Bleed Training is scheduled for July 22<sup>nd</sup>.

Vacation Time: Several staff took some well-deserved time off this week and have plans for the next two weeks with kids returning to school in two weeks.

Leak Adjustments: 6 Leak Adjustment this month.

Water \$2,087.80 Sewer \$1,593.28 Total \$3,681.08

Calendar YTD \$14,380.79



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 16

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

CITY COUNCIL MEETING DATE: 07/18/2022 \_\_\_\_\_

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

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

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

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PURPOSE FOR REQUEST:

**TO PRESENT FUND BALANCE AND ACTIVITY THROUGH JUNE 30, 2022**

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HISTORY/ FACTS / ISSUES:

**SEE ATTACHED FINANCIAL REPORTS**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Robin Gazaway, Finance Administrator \_\_\_\_\_

CITY OF DAWSONVILLE, GEORGIA  
GENERAL FUND  
July 1, 2021 - June 31, 2022

100%

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
<b>REVENUES</b>			
Taxes	\$ 1,744,550	\$ 2,038,320	116.84%
Licenses and permits	102,525	99,326	96.88%
Intergovernmental revenues	35,000	42,207	120.59%
Fees	249,000	298,194	119.76%
Other	<u>70,057</u>	<u>104,276</u>	<u>148.84%</u>
 Total revenues	 <u>2,201,132</u>	 <u>2,582,323</u>	 <u>117.32%</u>
<b>EXPENDITURES</b>			
Department:			
Council	99,215	108,592	109.45%
Mayor	21,480	19,325	89.97%
Elections	8,000	12,587	157.34%
Administration	947,570	988,294	104.30%
City Hall building	131,135	116,393	88.76%
Animal control	1,523	113	7.42%
Roads	520,996	576,076	110.57%
Parks	53,913	165,217	306.45%
Planning and zoning	380,300	395,147	103.90%
Economic development	<u>37,000</u>	<u>12,000</u>	<u>32.43%</u>
 Total expenditures	 <u>2,201,132</u>	 <u>2,393,744</u>	 <u>108.75%</u>
 TOTAL REVENUES OVER EXPENDITURES		 188,579	
 Transfer in From Reserves		 <u>(188,579)</u>	
 NET CHANGE IN FUND BALANCE		 <u><u>-</u></u>	

CITY OF DAWSONVILLE, GEORGIA  
WATER, SEWER, AND GARBAGE FUND  
July 1, 2021 - June 31, 2022

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
<b>REVENUES</b>			
Water fees	\$ 710,000	\$ 891,048	125.50%
Sewer fees	810,000	1,048,704	129.47%
Garbage fees	203,500	268,873	132.12%
Miscellaneous	<u>371,525</u>	<u>192,247</u>	<u>51.75%</u>
Total revenues	<u>2,095,025</u>	<u>2,400,872</u>	<u>114.60%</u>
<b>EXPENDITURES</b>			
Depreciation	574,000	576,166	100.38%
Garbage service	175,000	212,731	121.56%
Group insurance	124,000	133,096	107.34%
Insurance	-	31,310	#DIV/0!
Interest	87,450	81,198	92.85%
Payroll taxes	27,778	25,180	90.65%
Professional	115,891	210,623	181.74%
Miscellaneous	248,865	121,505	48.82%
Repairs/supplies	145,423	291,278	200.30%
Retirement	22,000	35,630	161.95%
Salaries	347,402	335,764	96.65%
Technical services	72,037	90,698	125.90%
Utilities	<u>155,179</u>	<u>152,828</u>	<u>98.48%</u>
Total expenditures	<u>2,095,025</u>	<u>2,298,007</u>	<u>109.69%</u>
<b>INCOME (LOSS)</b>		<u><u>102,865</u></u>	

CITY OF DAWSONVILLE, GEORGIA  
 SPLOST VI  
 July 1, 2021 - June 31, 2022

**SPLOST VI**

	Budget	Actual	Percentage
<b>REVENUES</b>			
Taxes	-	-	#DIV/0!
Interest	300	366	121.93%
Other	555,700	-	0.00%
Total revenues	556,000	366	0.07%
<b>EXPENDITURES (Capital Outlays)</b>			
City hall acquisition	-	-	#DIV/0!
Roads and sidewalks	494,000	695,996	140.89%
Public works equipment - roads	-	6,325	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	9,000	14.52%
Parks and recreation	-	-	0.00%
Total expenditures	556,000	711,321	127.94%
<b>TOTAL REVENUES OVER EXPENDITURES</b>		(710,955)	
Transfer in From Reserves		710,955	
<b>NET CHANGE IN FUND BALANCE</b>		(0)	

CITY OF DAWSONVILLE, GEORGIA  
 SPLOST VII  
 July 1, 2021 - June 31, 2022

**SPLOST VII**

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
<b>REVENUES</b>			
Taxes	-	1,525,316	#DIV/0!
Interest	-	116	#DIV/0!
Other	-	-	0.00%
	<hr/>	<hr/>	<hr/>
Total revenues	-	1,525,432	#DIV/0!
	<hr/>	<hr/>	<hr/>
<b>EXPENDITURES (Capital Outlays)</b>			
City hall acquisition	-	65	#DIV/0!
Roads and sidewalks	-	4,980	#DIV/0!
Public works equipment - roads	-	-	0.00%
Land Acq. / Downtown	-	107,300	0.00%
Public works equipment - sewer	-	-	0.00%
Water projects/Sewer Projects	-	-	0.00%
Public works equipment - water	-	-	0.00%
Farmers market	-	-	#DIV/0!
Parks and recreation	-	-	0.00%
	<hr/>	<hr/>	<hr/>
Total expenditures	-	112,345	#DIV/0!
	<hr/>	<hr/>	<hr/>
<b>TOTAL REVENUES OVER EXPENDITURES</b>		1,413,087	
Transfer in From Reserves		<u>(1,413,087)</u>	
<b>NET CHANGE IN FUND BALANCE</b>		<u><u>0</u></u>	