

AGENDA
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, December 4, 2023
5:00 P.M.

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
 - a. Approve Minutes
 - Regular Meeting held November 6, 2023
 - Executive Session held November 6, 2023
 - b. Approve Newly Elected Officials Training for Sandy Sawyer
 - c. Approve FY 2024 Local Maintenance and Improvement Grant (LMIG)
 - d. Approve Resolution #R2023-08 to Open a OneGeorgia Special Purpose Grant Bank Account
 - e. Approve to Ratify Changes to the Agreement with the Dawsonville History Museum
8. Downtown Development Authority Board Appointments

BUSINESS

9. Consideration for Approval of the FY 2022-2023 Audit
10. Request for Special Use of City Property
11. Parking on City Streets
12. Request to Modify the Restrooms at the Dawsonville History Museum
13. Lease Agreement between the City of Dawsonville and The Station House Restaurant Inc.
14. Request to Modify Granddaddy Mimms Lease Agreement
15. Ordinance No. 08-2023: An Ordinance To Amend The Infrastructure Dedication Ordinance Of The City Of Dawsonville, Georgia, To Provide For An Effective Date, And For Other Purposes (First Reading: November 6, 2023; Second Reading and Consideration to Adopt: December 4, 2023)
16. Ordinance No. 09-2023: An Ordinance To Amend The Parking Ordinances Of The City Of Dawsonville, Georgia, To Provide For An Effective Date, And For Other Purposes (First Reading: November 6, 2023; Second Reading and Consideration to Adopt: December 4, 2023)

EXECUTIVE SESSION, IF NEEDED

RESERVED FOR POTENTIAL ACTION ON EXECUTIVE SESSION ITEMS, IF NEEDED

ADJOURNMENT

A Special Called Joint Meeting with the DCBOC will be held on December 8, 2023 at 10:00 am

The next scheduled City Council meeting is Monday, December 18, 2023

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



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 7

SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 12/04/2023

PURPOSE FOR REQUEST:

CONSIDERATION AND APPROVAL OF ITEMS BELOW; SEE ATTACHED SUPPORTING DOCUMENTS

- a. Approve Minutes
 - Regular Meeting held November 6, 2023
 - Executive Session held November 6, 2023
 - b. Approve Newly Elected Officials Training for Sandy Sawyer
 - c. Approve FY 2024 Local Maintenance and Improvement Grant (LMIG)
 - d. Approve Resolution R2023-08 to Open a OneGeorgia Special Purpose Grant Bank Account
 - e. Approve to Ratify Changes to the Agreement with the Dawsonville History Museum
-



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 7a

SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 12/04/2023

BUDGET INFORMATION: GL ACCOUNT # NA

☐ Funds Available from: Annual Budget Capital Budget Other

☐ Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPROVE THE MINUTES FROM:

- **REGULAR MEETING HELD NOVEMBER 6, 2023**
- **EXECUTIVE SESSION HELD NOVEMBER 6, 2023**

HISTORY/ FACTS / ISSUES:

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

MINUTES
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, November 6, 2023
5:00 P.M.

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, Planning Director Jameson Kinley, Public Works Director Trampas Hansard, Utility Director Jacob Barr, Downtown Development Director Amanda Edmondson and Finance Director Robin Gazaway.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember French.
4. **ANNOUNCEMENTS:** City Manager Bolz provided an update on the health of Mayor Eason. Director Edmondson reported on a community wide event called Light Up Dawsonville which will be sponsored by the Downtown Development Authority and other sponsors. It will be a decorating contest with cash prizes and all proceeds will go to The Place in Dawsonville. City Manager Bolz reported on the tree lighting, jingle market and parade which will begin on Saturday, November 18, 2023 starting at 2:00 pm.
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:** Mike Turner, 1090 Oak Haven Drive, Roswell – He is representing B&K Turner Family LLP and handed a letter to the City Council. He stated he is responding to a letter from the City which was provided earlier this week during a pre-construction meeting.
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a - d) made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting and Work Session held September 18, 2023
 - Executive Session held September 18, 2023
 - Regular Meeting held October 2, 2023
 - Special Called Meeting held October 23, 2023
 - b. Approve Historic Preservation Commission Reappointments
 - **Angie Smith – Three year term through 12/31/2026**
 - **Sarah Carte – Three year term through 12/31/2026**
 - c. Approve Planning Commission Reappointment
 - **Anna Tobolski – Two year term 01/01/2024 – 12/31/2025**
 - d. Approve Acceptance of AEMC Economic Development Donation
8. **EMPLOYEE RECOGNITION:** The Mayor and Council recognized Tracy Smith as the September Employee of the Month, the Public Works Department as the October Employee of the Month and Hayden Harris as the Summer Employee of the Quarter. Service awards were presented to Amanda Edmondson for one year of service, Jon Davis and Clay Moss for five years of service, Bob Bolz for seven years of service and Sara Beacham for fifteen years of service.

PUBLIC HEARING

9. **EXTENDING A TEMPORARY MORATORIUM ON THE ISSUANCE OF DEVELOPMENT AND BUILDING PERMITS:** Attorney Tallant explained the purpose of the item is to determine if the Council would like to extend the temporary moratorium. The impact fee study has been completed and reported on with a recommendation from GMRC; the extension of the moratorium would be utilized to develop an ordinance to implement the impact fees and explore working with the County regarding said fees.

Motion to open the public hearing made by M. French; second by W. Illg. Vote carried unanimously in favor. No one spoke in favor of or opposition to the agenda item. Motion to close the public hearing made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.

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Motion to approve Resolution #R2023-07 to extend the temporary moratorium through February 19, 2024 made by M. French; second by W. Illg. Vote carried two in favor (French, Illg) with one opposed (Phillips) (Exhibit "A")

BUSINESS

- 10. FY 2022-2023 AUDIT PRESENTATION AND APPROVAL:** Rachel Miller, CPA from Alexander, Almand & Bangs, presented the audit report of the City's financial statements of the governmental activities for the fiscal year July 1, 2022 through June 30, 2023 and reviewed some key areas of the audit. The City received a clean opinion of the financial statements. This item will be presented for approval at a future City Council meeting.

- 11. REQUEST FOR SPECIAL USE OF CITY PROPERTY:** Planning Director Kinley presented the request to utilize the City's property located at TMP #D01 033 for the purpose of public parking which would also serve the future Dawsonville Charity Poker Room who made the request to use it. Discussion occurred regarding the construction of a potential public parking space and what would also need to be considered, such as lighting, sidewalks, stormwater, etc. and whether or not that would be the best use for the property. Councilmember Phillips stated the group requesting to use the property would be responsible for the cost of turning it into a public parking space but the City could take it back at any time.

Motion to table the request to the December 4, 2023 City Council meeting made by M. French; second by W. Illg. Vote carried unanimously in favor.

- 12. ANX-C2100043 and ZA-C2100043:** Allen Street Properties, LLC and B & K Turner Family, LLP have petitioned to annex into the city limits of Dawsonville tract 2 with 32.937 acres (amended application) tract known as a portion of TMP 093 004 001, located at Perimeter Road, with a request to rezone from County Zoning of RSR (Residential Sub Rural) and RA (Restricted Agriculture) to City Zoning of R3 (Single Family Residential). Public Hearing Dates: Planning Commission on September 13, 2021 and City Council on October 4, 2021. Tabled indefinitely on April 18, 2022; On August 7, 2023 item was removed from table and placed on the August 21, 2023 agenda. Item tabled until the September 18, 2023 City Council meeting; tabled again until the October 16, 2023 City Council meeting which was subsequently cancelled due to no quorum.

Planning Director Kinley presented the request. City Council discussed various specifics concerning the property; Mike Turner also spoke as the applicant.

Motion to approve ANX-C2100043 and ZA-C2100043 with a stipulation to develop an emergency access entrance with a gate for emergency personnel use only off Turner Drive and to extend Allen Street, which would dead end at the subdivision's amenities in order to have two main entrances to the subdivisions with no entrances on Perimeter Road made by C. Phillips; second by W. Illg. Vote carried two in favor (Phillips, Illg) with one opposed (French). (Exhibit "B")

- 13. ORDINANCE NO. 08-2023: AN ORDINANCE TO AMEND THE INFRASTRUCTURE DEDICATION ORDINANCE OF THE CITY OF DAWSONVILLE, GEORGIA, TO PROVIDE FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES (FIRST READING: NOVEMBER 6, 2023; SECOND READING AND CONSIDERATION TO ADOPT: DECEMBER 4, 2023):** Attorney Tallant read the first reading of Ordinance No. 08-2023.

- 14. ORDINANCE NO. 09-2023: AN ORDINANCE TO AMEND THE PARKING ORDINANCES OF THE CITY OF DAWSONVILLE, GEORGIA, TO PROVIDE FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES (FIRST READING: NOVEMBER 6, 2023; SECOND READING AND CONSIDERATION TO ADOPT: DECEMBER 4, 2023):** Attorney Tallant read the first reading of Ordinance No. 09-2023. Councilmember Illg asked if a car parked in their driveway but still on the sidewalk would be in violation of the ordinance; Attorney Tallant stated yes as the ordinance is currently written it would be a violation. The ordinance would need to be changed before approving if the Council desired to make an exception in those cases.

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- 15. REQUEST FOR ANNEXATION FEE WAIVER FROM DAWSON COUNTY BOARD OF EDUCATION:** Motion to approve the annexation fee waiver request of \$400 from Dawson County Board of Education made by W. Illg; second by M. French. Vote carried unanimously in favor.
- 16. CONSIDERATION OF AN OPEN ANNEXATION PERIOD:** Motion to approve a no charge annexation period for island properties from December 1, 2023 through March 31, 2024 made by M. French; second by C. Phillips. Vote carried unanimously in favor.
- 17. PARKING ON CITY STREETS:** Director Hansard reported that he only received feedback from two subdivisions regarding their process for dealing with parking on their streets.
Motion to table the items to the December 4, 2023 City Council meeting in order to do more research made by C. Phillips; second by M. French. Vote carried unanimously in favor.
- 18. SALE OF SURPLUS COMPUTER EQUIPMENT:** Director Gazaway reported on obtaining a range of values for the Council to determine the cost to buy back their iPads for personal use.
Motion to approve the cost of \$100 to buy back their iPads made by W. Illg; second by M. French. Vote carried unanimously in favor.

STAFF REPORTS

- 19. BOB BOLZ, CITY MANAGER:** City Manager Bolz reported there were two leak adjustments totaling \$406.45.
- 20. ROBIN GAZAWAY, FINANCE DIRECTOR:** Finance Director Gazaway presented the financial reports representing fund balances and activity through October 31, 2023.

EXECUTIVE SESSION

At 5:55 p.m. a motion to close regular session and go into executive session for potential/pending litigation, land acquisition and personnel was made by M. French; second by W. Illg. Vote carried unanimously in favor.

At 6:31 p.m. a motion to close executive session was made by M. French; second by C. Phillips. Vote carried unanimously in favor.

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

ADJOURNMENT

At 6:33 p.m. a motion to adjourn the meeting was made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.

Approved this 4th day of December 2023

By: CITY OF DAWSONVILLE

Mike Eason, Mayor

Caleb Phillips, Councilmember Post 1

William Illg, Councilmember Post 2

**MINUTES
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, November 6, 2023
5:00 P.M.**

John Walden, Councilmember Post 3

Mark French, Councilmember Post 4

Attest: _____
Beverly A. Banister, City Clerk

DRAFT

STATE OF GEORGIA
COUNTY OF DAWSON

AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

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:

- November 6, 2023 (bab)
1. The City of Dawsonville Council met in a duly advertised meeting on ~~October 2, 2023~~.
 2. During such meeting, the Board voted to go into closed session.
 3. The executive session was called to order at 5⁵⁵ 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 6th day of November 2023; 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, Councilmember Post #3

Mark French
Mark French, Councilmember Post #4

Sworn to and subscribed before me this

6 day of November, 2023.

Beverly A. Banister
Signature, Notary Public

My Commission expires: Feb 18, 2024



RESOLUTION R2023-07

A RESOLUTION OF THE CITY OF DAWSONVILLE, GEORGIA TO EXTEND A TEMPORARY MORATORIUM ON THE ISSUANCE OF DEVELOPMENT PERMITS AND BUILDING PERMITS WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF DAWSONVILLE DURING A STUDY OF DEVELOPMENT IMPACTS AND FOR CAPITAL IMPROVEMENTS; TO PROVIDE FOR EXCEPTIONS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the City of Dawsonville, Georgia is a Georgia Municipal Corporation which provides planning and zoning, as well as enforcement of building codes and regulations as a qualified local government;

WHEREAS, the City of Dawsonville directly provides and/or regulates, *inter alia*, the following services, all of which are and will continue to be impacted by residential and commercial development: road and street construction or maintenance, solid waste management, water supply and distribution; wastewater treatment; stormwater collection and disposal; and recreational facilities;

WHEREAS, local governments, pursuant to Chapter 71 of Title 36 of the Official Code of Georgia Annotated, may consider and adopt development impact fees which are imposed upon development as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve new growth and development;

WHEREAS, such development impact fees may be collected at the time of the issuance of a development permit or a building permit, depending upon the particular purpose of the fee;

WHEREAS, the City of Dawsonville has started the process of studying and developing a system of development impact fees pursuant to Chapter 71 of Title 36 of the Official Code of Georgia, Annotated;

WHEREAS, there are tracts of developed land which could be redeveloped, and undeveloped land in the City of Dawsonville which if developed, or if rezoned and developed, could create significant impacts on the services, facilities, and infrastructure of the City of Dawsonville, to include but not necessarily be limited to significant improvement costs as a result of the development;

WHEREAS, a review of development fee impact ordinances and studies related to the same confirms that residential development and usage creates the greatest impact on local government facilities, infrastructure, and services;

WHEREAS, the City of Dawsonville, pursuant to its police power, is authorized to enact ordinances to further and protect the health, safety, welfare and morals of the public;

WHEREAS, given the potentially significant impact to the services, facilities and infrastructure needs and demands of developing or redeveloping property, the City of Dawsonville has determined that it is reasonable and necessary, in order to protect the health, safety, welfare and morals of the public, to enact a temporary moratorium on development and building permits in the City of Dawsonville;

WHEREAS, the process of securing a study related to the imposition of impact fees has extended longer than originally anticipated due to a desire to obtain such in an efficient and cost effective manner from a trusted source with which the City of Dawsonville has experience;

AND WHEREAS, the moratorium, as described herein, is found by the City of Dawsonville to be an appropriate, reasonably necessary, not unduly oppressive, and narrowly tailored exercise of the City of Dawsonville's police power.

NOW, THEREFORE, premises considered, be it ordained by the Council of the City of Dawsonville, as follows:

Section 1. There is hereby enacted well as (b) the acceptance of applications for, or the issuance of building permits, within the corporate limits of the City of Dawsonville, Georgia, for a moratorium on (a) the acceptance of applications for, or the issuance of land development permits (including land disturbance permits) as properties which are in the following zoning districts:

- a. RA: Restricted Agricultural
- b. R-1: Restricted Single Family Residential
- c. R-2: Single Family Residential
- d. R-3: Single Family Residential
- e. R-6: Multiple-Family Residential
- f. R3R: Manufactured Home Subdivision District
- g. RMM: Residential Manufactured/Moved
- h. RMHT: Manufactured Housing Temporary District
- i. RPC: Residential Planned Community
- j. PUD: Planned Unit Development
- k. PCS: Planned Conservation Subdivision
- l. RCT: Residential Cottage
- m. AP: Annexed Property

Section 2. The moratoria described in § 1, above, shall expire on the earlier of:

- a. Monday, February 19, 2024;
- b. the defeat or adoption of an ordinance establishing development impact fees pursuant to Chapter 71 of Title 36 of the Official Code of Georgia Annotated;

- c. a subsequent vote of the Council of the City of Dawsonville, Georgia, repealing or replacing the moratoria described in this Resolution.

Section 3. The moratoria described in § 1, above, shall not apply to:

- a. any development or project where there is an active Land Disturbance Permit in place on or before the date of the passage of this Resolution, however, if the Land Disturbance Permit expires without being renewed before its expiration, then the moratoria described above shall apply to any future issuance of a Land Disturbance Permit for the same tract of land.
- b. any building site where there is an active Building Permit in place on or before the date of the passage of this Resolution, however, if the Building Permit expires without being renewed before its expiration, then the moratoria described above shall apply to any future issuance of a Building Permit for the same Building Site.
- c. any development or building site which does not fit into the exceptions identified in § 3(a) or (b), but for which the applicant for the development and/or building permit executes an irrevocable commitment that it will remit, in full, any development impact fee within thirty (30) days after the passage of an ordinance establishing development impact fees pursuant to Chapter 71 of Title 36 of the Official Code of Georgia, Annotated. The Development Impact fee assessed pursuant to this exception shall be such as is established pursuant to any adopted ordinance, and if no ordinance is adopted then no fee shall be assessed.
 - i. In the event that an applicant seeks an exception pursuant to § 3(c) of this Resolution, if the applicant fails to make the committed payment of a development impact fee within the time required, then the permit issued (and any related permits or certificates, including but not limited certificates of occupancy) shall be revoked, *instanter*, by operation of law without the necessity of any further action by the City of Dawsonville or any of its departments or employees.
 - ii. In the event of a revoked permit or certificate pursuant to § 3(c)(i) of this Resolution, the unpaid development impact fee must be paid before any development or building permit or related certificate may issue for the site or development in question.

Section 4. Severability. If any section, provision or clause of any part of this resolution shall be declared invalid or unconstitutional, or if the provisions of any part of this resolution as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this resolution not so held to be invalid, or the application of this resolution to other circumstances not so held to be invalid. It is hereby declared as the intent that this resolution would have been adopted had such invalid portion not been included herein

Section 5. *Repealer.* All laws and parts of laws in conflict with this resolution are hereby repealed.

Section 6. *Effective Date.* This resolution shall be effective the day following its passage by the Council of the City of Dawsonville, the health, safety, welfare, and general morality of the City of Dawsonville demanding it.

[execution on following page]

SO ADOPTED AND RESOLVED by the City Council of Dawsonville, Georgia, this 6 day of November, 2023.

MAYOR AND DAWSONVILLE CITY COUNCIL

By: absent
Mike Eason, Mayor

Caleb Phillips
Caleb Phillips, Council Member, Post 1


William Illg
William Illg, Council Member, Post 2

John Walden
John Walden, Council Member, Post 3

Mark French
Mark French, Council Member, Post 4

ATTEST:

Beverly A. Banister
Beverly A. Banister, City Clerk

The seal of the City of Dawsonville, Georgia, is a circular emblem. It features a central illustration of a building, likely a city hall or courthouse, with a flag flying in front of it. The words "CITY OF DAWSONVILLE" are inscribed around the top inner edge of the seal, and "GEORGIA" is at the bottom. The seal is partially obscured by the signature of Beverly A. Banister.

ANNEXATION ORDINANCE
ANX-C2100043

STATE OF GEORGIA]
COUNTY OF DAWSON]

WHEREAS, the City of Dawsonville, a Georgia municipal corporation ("Dawsonville") wishes to take action to annex certain land into the corporate limits of the City of Dawsonville, a Georgia municipal corporation; and,

WHEREAS, pursuant to O.C.G.A. § 36-36-20, *et. seq.* authority is granted to governing body of Dawsonville to annex into the existing corporate limits of Dawsonville unincorporated areas contiguous to the corporate limits of Dawsonville upon written and signed application of all of the owners of the land proposed to be annexed; and,

WHEREAS, on September 24, 2021 an application of real property was filed with the City of Dawsonville by Allen Street Properties, LLC, Owner, regarding certain property lying and being in Land Lots No. 372, 373, 427 and 428 of the North Half of the 13th Land District, of Dawson County, Georgia as recorded in Plat Book 01053, Page 0303 – 0306 of the Dawson County Records (the "Property"), said survey of the Property being attached hereto as Exhibit "A"; and,

WHEREAS, pursuant to O.C.G.A. § 36-36-6, notice was provided to the governing authority of Dawson County, a political subdivision of the State of Georgia, of such proposed annexation, a copy of said notice being attached hereto as Exhibit "B"; and,

WHEREAS, the Mayor and Council of Dawsonville do desire to act on such application for annexation of real property by B & K Turner Family, LLLP as set forth herein;

NOW THEREFORE, the City of Dawsonville, a Georgia municipal corporation, hereby enacts the following:

I.

The Ordinances of the City of Dawsonville, Georgia, are amended as follows:

CITY OF DAWSONVILLE, GEORGIA

ORDINANCE REGARDING ANNEXATION OF LAND
PURSUANT TO O.C.G.A. § 36-36-20, *et. seq.*

Application having been made by Allen Street Properties, LLC (the "Owner") to annex certain unincorporated real property into the corporate limits of the City of Dawsonville, a

absent

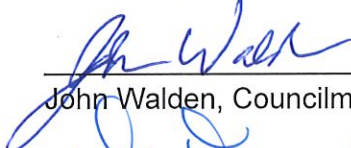
Mike Eason, Mayor



Caleb Phillips, Councilmember Post 1



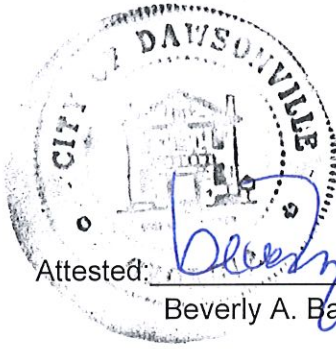
William Illg, Councilmember Post 2



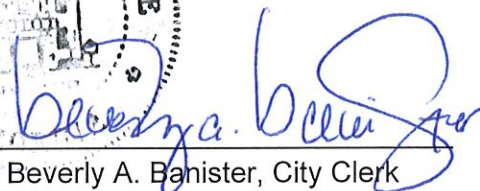
John Walden, Councilmember Post 3



Mark French, Councilmember Post 4



Attested:



Beverly A. Banister, City Clerk

Georgia municipal corporation, said real property being more particularly described as lying and being in Land Lots No. 372, 373, 427 and 428 of the North Half of the 13th Land District, of Dawson County, Georgia as recorded in Plat Book 01053, Page 0303 - 0306 of the Dawson County Records (the "Property"), said Property being contiguous to the existing corporate limits of the City of Dawsonville, a Georgia municipal corporation, the Mayor and Council of the City of Dawsonville, a Georgia municipal corporation, under the authority and powers granted under O.C.G.A. § 36-36-20, *et. seq.*, do hereby annex the Property into the corporate limits of the City of Dawsonville, a Georgia municipal corporation, effective as of the date of this Ordinance and direct the City Clerk and City Attorney for the City of Dawsonville, a Georgia municipal corporation, to take such actions to make such reports and filings as are necessary to effectuate the annexation of the Property into the corporate limits of the City of Dawsonville, a Georgia municipal corporation.

II.

All ordinances, parts of ordinances, amendments, or regulations in conflict herewith are repealed.

III.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

IV.

It is the intention of the Mayor and Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Dawsonville, Georgia.

V.

This Ordinance shall take effect the first day of the month following the adoption of this ordinance provided that all requirements of Article 2 of Chapter 36 of Title 36 of the Official Code of Georgia Annotated have been met; and shall become effective for purposes of ad valorem taxes on December 31st of the year in which this ordinance is adopted.

The above Ordinance was approved by the Mayor and Council of the City of Dawsonville, Georgia, on the 6 day of Nov, 2023.

(Signatures on next page)

LIMITED WARRANTY DEED

Deed Doc: WD
Bk 01053 Pg 0303-0306
Georgia Transfer Tax Paid : \$0.00
Justin Power Clerk of Court
Dawson County
0422012001442

STATE OF GEORGIA, COUNTY OF FORSYTH.

THIS INDENTURE, Made this 31st day of December, in the Year of Our Lord Two Thousand Twelve (2012) between **Kenneth K. Turner**, of the State of Georgia, and **B & K TURNER FAMILY, LLLP** of the State of Georgia, and County of Forsyth, of the second part (hereinafter referred to as "Grantee"), WITNESSETH: That the said Grantor, for and in consideration of the sum of TEN AND NO/100s DOLLARS (\$10.00) and Other Valuable Considerations, the balance due in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Grantee, his successors and assigns, his interest the following described property:

Tract One:

All that tract or parcel of land and being in Land Lots 67, 68, 114, 115, 116 of the South Half of the 13th District, 1st Section of Dawson County, Georgia said tract being compositely conveyed by and more particularly described in the following deeds: Warranty Deed from Alfred L. Key to K.K. Turner, dated March 20, 1969, and recorded in Deed Book 9, Page 411, in the office of the Clerk of Superior Court, Dawson County, Georgia; and Deed from K. K. Turner to Robert Campbell, dated September 7, 1972, and a subsequent Corrective Deed from K. K. Turner to Robert Campbell, dated July 1, 1976, the latter two deeds being respectively recorded in Deed Book 18, Page 717, and in Deed Book 36, Page 393, of Clerk's office, and being further referenced as Tax Map Parcel 104 047.

Tract Two:

Certain Real Property located in Dawson County, Georgia being more particularly described in Exhibit A of a Deed conveyed by Regions Bank, an Alabama Banking Corporation as Grantor in favor of Kenneth K. Turner as Grantee dated December 13, 2010 and recorded in Deed Book 972 Pages 138-160 dated December 21, 2010 and being further described as Tax Map Parcel 090 026.

Also conveyed by this deed is all that tract or parcel of land containing 2.489 Acres, more or less situate, lying and being in Land lot 191 of the North Half of the 13th District, 1st Section, Dawson County, Georgia, being more particularly described in Exhibit "A" and incorporated herein by reference. This property is also identified as Dawson County Tax Parcel 091 064.

Tract Three:

Certain Real Property located in Dawson County, Georgia being more particularly described in Exhibit A of a Deed conveyed by ATLAS GA II SPE, LLC, a North Carolina State Banking Corporation as Grantor in favor of Kenneth K. Turner as Grantee dated February 4, 2011 and recorded in Deed Book 977 Pages 37-41 on February 10, 2011, and being further described as Tax Map Parcel 091 070.

Tract Four:

All that tract or parcel of land lying and being in Land Lots 367, 368, 372, 373, 374, 375, 376, 425, 426, 427, 428, 429, 430, 431, 484, 485, and 487 of the North Half of the 13th District, 1st Section of Dawson County, Georgia, consisting of 492 acres, more or less, and being all of said Land Lots 368, 373, 374, 375, 425, 426, 427, 430, 431, 485, and that portion of Land Lots 367 and 376 lying west of Frank Bruce Road, and that portion of Land Lots 372, 428 and 429 lying east of the Perimeter Road, and the northwest half of Land Lot 484, being all of said land lot northwest of a line from the southwest corner of said land lot to the northeast corner thereof, and one acre, more or less, in the northeast corner of Land Lot 487, being that portion of said land lot lying northeast of Hwy 53, less and except that 60.000 acre tract set out on that plat of survey prepared for the Dawson County Board of Education by Frederick C. Youngman, Georgia Registered Land Surveyor, which plat is recorded in Plat Book 36, Page 79, Dawson County Records.

This is a portion of that property described in that Warranty Deed dated March 2, 1968, from Mrs. Annie M. Anderson, Mrs. Mamie O. Tucker, Mrs. Vera M. Tuner and Harold M. Hendrix to Mrs. Mamie O. Tucker, which is recorded in Deed Book 8, Pages 73-74, Dawson County Records. This property is a portion of that tract identified as Dawson County Tax Parcel 093-004-001.

Grantor further quit claims any interest that he may have in and to any property lying in Land Lots 370, 371, 486, and 488 of the North Half of the 13th District, 1st Section of Dawson County, Georgia lying east of Perimeter Road and northeast of Hwy 53 that may be considered as a part of the 'Magic Dam' property. Grantor further quit claims any and all interest he may have in and to that 0.134 acre tract lying in Land Lots 429 and 486 of the North Half of the 13th District, 1st Section of Dawson County, Georgia, as set out on that plat of survey dated September 19, 2003, prepared for Kenneth K. Turner by Ben T. Trail, Georgia Registered Land Surveyor, which plat is recorded in Plat Book 60, Page 13, Dawson County Records.

Tract Five:

All that tract or parcel of land lying and being in Land Lots 377, 378 and 440 of the 4th District, 1st Section of Dawson County, Georgia, consisting of 17.86 acres, more or less, and being that 23.23 acre tract set out on that plat of survey for the W. R. Tucker Estate by Patton-Pless & Associates dated April 14, 1971, which plat is recorded in Plat Book 5, Page 219, Dawson County records, and is incorporated herein by reference for a more detailed description, less and except the following tracts: 1) that 2 acres, more or less, conveyed to Dawson County by Warranty Deed dated March 11, 1976, from Vera Turner, Mamie O. Tucker, Edna Noblin, individually, and as attorney-in-fact for Annie M. Anderson, Harold Hendrix, and Leon Hendrix, which deed is recorded in Deed Book 46, Pages 360-361, Dawson County Records, and 2) that 1.368 acres conveyed to Dawson County by Warranty Deed dated May 2, 2009, from Clinton W. Turner and Kenneth K. Turner, which deed is recorded in Deed Book 909, Pages 325-326, Dawson County Records.

This is a portion of that property described in that Warranty Deed dated September 19, 1981, from Harold M. Hendrix and Myrtie Vera Tuner, surviving Executors of the Estate

of W. R. Tucker, to Myrtie Vera Turner, which deed is recorded in Deed Book 58, Pages 303-304, Dawson County Records. This property is also identified as Dawson County Tax Parcel 092B-021

Tract Six:

All that tract or parcel of land lying and being in Land Lot 382 of the 4th District, 1st Section of Dawson County, Georgia, and being southwest of the old Dawsonville-Tucker Bridge Road, as described in that Deed dated April 11, 1940, from W. J. Tucker to Mrs. Vera Tucker Turner for and during her lifetime and to her bodily heirs after her death, which deed is recorded in Deed Book U, Page 18, Dawson County Records, and is incorporated herein by reference for a more complete description.

All that tract or parcel of land lying and being in Land Lots 367, 435, 436 and 450 of the 4th District, 1st Section of Dawson County, Georgia, being 40 acres each, the 4th District, 1st Section of Dawson County, Georgia, being a total of 190 acres. This is the same property described in that Deed dated July 30, 1937, from Sarah A. Tucker to Vera Tucker Turner for and during her lifetime and then to her children Joseph Turner, Clinton Turner and Kenneth Turner after her death, which deed is recorded in Deed Book T, Page 565, Dawson County Records, also by reference a deed from James F. and Joe Turner to Kenneth K. Turner on September 5th, 1991, Deed Book 145, Page 592, Dawson County records and is incorporated herein by reference for a more complete description which includes the following Land Lots: 315, 316, 366, 382, 383, 384, and a portion of 365, 385, and 433. This property is a portion of that tract identified as Dawson County Tax Parcel 083-024.

Myrtie Vera Turner is the same person sometimes referred to as Myrtle Vera Turner, Vera M. Turner and Vera Tucker Turner. Myrtie Vera Turner died a resident of Dawson County, Georgia, on January 29, 1984.

Tract Seven:

All that tract or parcel of land lying and being in the 4th District and First Section of Dawson County, Georgia and being the following lots in said district and section: Lots 434, 449, 451, 452, 501, 502, 503, 504, 517, 518, 519, 520, 521, 568, 569, 570, 571, 572, 584 and the East half of Land Lot 500 less and except Land Lot 500 and 501 conveyed to Michael K. Turner December 31, 2012 by Limited Warranty Deed from Kenneth K. Turner. This property is also identified as Dawson County Tax Parcel 083 025.

Tract Eight:

All that tract or parcel of land lying and being in the 4th District and First Section of Dawson County, Georgia and being Land Lot 378 in said district and section containing 20 acres more or less as referenced by deed conveyed to K. K. and Betty Turner dated June 23rd, 1965 Deed Book 4, Page 309, Dawson County records and is incorporated herein by reference for a more complete description. This property is also identified as Dawson County Tax Parcel 092B 024.

Tract Nine


All that tract or parcel of land lying and being in the 13th District and the North Section of Dawson County, Georgia and being Land Lot 486 in said district and section containing 1.5 acres more or less as referenced by deed conveyed from K. K. Turner to K. K. and Betty J. Turner dated November 15th, 1980 Deed Book 53, Page 678, Dawson County records and is incorporated herein by reference for a more complete description. This property is also identified as Dawson County Tax Parcel 093 033.

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 behoof of the said Grantee, his successors and assigns, forever, in Fee Simple.

AND THE SAID Grantor, for Grantor's successors and assigns, will warrant and forever defend the right and title to the above described property, unto the said Grantee, his successors and assigns, against the claims of all persons claiming under the Grantor.

IN WITNESS WHEREOF, the said Grantor has hereunto set Grantor's hand and seal, the day and year above written. Signed, sealed and delivered in our presence this 31st day of December, 2012.


Unofficial Witness

 (SEAL)
Kenneth K. Turner

Notary Public Commission Expires: 5-15-15

Signed, sealed and delivered in our presence this 31st day of December, 2012.

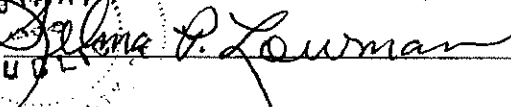
 (SEAL)

Exhibit A

Exhibit "B"



December 09, 2020

CERTIFIED MAIL

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

Re: Annexation of Property of Michael Turner, General Partner of B & K Turner Family LLP: ANX# C2100043

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 an amended petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the January 19, 2021 meeting and possible decision at the same City Council meeting.

The amended application includes a revised narrative, revised annexation and rezoning plan, revised tract 1 and tract 2 legal description.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Property of Michael Turner, General Partner 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 amended 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.

Stanislav Zaverukha
Permit Technician

Enclosures

CC: David Headley, County Manager
Jarrard & Davis, LLP, County Attorney

City of Dawsonville
415 Hwy 53 E, Suite 100
Dawsonville, GA 30534
Office Phone: 706-265-3256
Fax: 706-265-4214

Exhibit B

Exhibit "B"



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 7b

SUBJECT: **APPROVE NEWLY ELECTED OFFICIALS TRAINING FOR SANDY SAWYER**

CITY COUNCIL MEETING DATE: 12/04/2023

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO APPROVE NEWLY ELECTED OFFICIALS TRAINING FOR COUNCILMEMBER ELECT POST #3, SANDY SAWYER.

EXPENSES FROM 02/27 – 03/01/2024 INCLUDE REGISTRATION, TRAINING, LODGING, PER DIEM AND MILEAGE.

APPROXIMATE TOTAL IS \$1,343.00

TO BE PAID OUT OF FY2024 GENERAL FUND BUDGET

HISTORY/ FACTS / ISSUES:

APPROXIMATE BREAKDOWN

TRAINING	\$ 450
LODGING	\$ 370
PER DIEM	\$ 440 (MEAL AND DAILY PER DIEM)
MILEAGE	<u>\$ 83</u>
	\$1,343

OPTIONS:

RECOMMEND APPROVAL – TRAINING IS MANDATORY

REQUESTED BY: Beverly A. Banister, City Clerk



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 7c

SUBJECT: APPROVE FY 2024 LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG)

CITY COUNCIL MEETING DATE: 12/04/2023

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO REQUEST APPROVAL OF THE FY 2024 LMIG APPLICATION AND HAVE THE MAYOR PRO-TEM SIGN THE DOCUMENTS TO SOIL CEMENT AND REPAVE THE ROAD AND REPAIR SIDEWALKS ON MAPLE STREET SOUTH AND TO APPROVE THE 30% MATCH OF \$14,008.45.

HISTORY/ FACTS / ISSUES:

- **FY 2024 LMIG FUNDING, INCLUDING 30% MATCH IS \$60,703.27**
- **30% MATCH OF \$14,008.45 IS BUDGETED IN THE FY 2024 SPLOST BUDGET**
- **TOTAL PROJECT COST IS APPROXIMATELY \$500,000**
- **THE FUNDS WILL BE COMBINED WITH PREVIOUSLY APPROVED FY 2023 LMIG FUNDS AND FUTURE FY 2025 LMIG FUNDS TO SUPPORT THIS PROJECT**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

STAFF RECOMMENDS APPROVAL AS PRESENTED

REQUESTED BY: Trampas Hansard, Public Works Director



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

June 28, 2023

The Honorable Mike Eason, Mayor
City of Dawsonville
415 Hwy 53 East, Suite 100
Dawsonville, Georgia 30534-4017

RE: Fiscal Year 2024 Local Maintenance & Improvement Grant (LMIG) Program

Dear Mayor Eason:

We are pleased to announce that the Department will begin accepting applications for the Fiscal Year 2024 LMIG Program in July 2023. Grants will be processed electronically through our **GRANTS (LMIG) Application System**. To begin your FY 2024 LMIG Application, please visit the Department's website at <https://www.dot.ga.gov/GDOT/Pages/LMIG.aspx>. This site provides a link to the LMIG Application, the LMIG Application Tutorial (Manual), and to the General Guidelines and Rules and other pertinent reports. The project list will be entered directly into the LMIG Application System. Please contact your District State Aid Coordinator, **Skip Arnhart**, at **770-533-8491** for assistance with the online application process.

For an application to be processed, the following requirements must be met:

- A local government must be in Department of Audits and Accounts (DOAA) and Department of Community Affairs (DCA) audit compliance.
- A signed cover letter must be attached and include a completion status of the last three fiscal years' LMIG Grants.
- A signature page must include both the local government seal and the notary seal. The application website provides a blank signature page for you to download, complete and upload as an attachment.
- A local government must provide their District State Aid Coordinator with a Statement of Financial Expenditures form and invoices for Fiscal Year 2021 projects and all other prior years unless previously approved to combine funding for Fiscal Years 2021, 2022, and 2023. The forms can be attached in the LMIG Application System if they have not already been provided to your District State Aid Coordinator.

All electronic LMIG applications must be received no later than February 1, 2024. Failure to submit applications by the deadline might result in a forfeiture of funds.

Your formula amount for the Fiscal Year 2024 Program is **\$46,694.82** and your local match is **30%**. Each local government is required to match this formula amount in accordance with Code Section 48-8-244(d).

If you have any questions regarding the LMIG Program, please contact the Local Grants Office in Atlanta at (404) 347-0240 or email questions to LocalGrantsProgram@dot.ga.gov.

Sincerely,

Bill Wright

Local Grants Administrator

cc: The Honorable Steve Gooch, Georgia State Senate
The Honorable Will Wade, Georgia House of Representatives
The Honorable Rudy Bowen, State Transportation Board; The Honorable Emily Dunn, State Transportation Board
Kelvin Mullins, District Engineer
Charles 'Skip' Arnhart, District State Aid Coordinator

415 Highway 53 E. Suite 100
Dawsonville, Georgia 30534



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

December 4, 2023

GDOT Gainesville District 1 Office
Attn: Charles R. Arnhart
1475 Jesse Jewell Pkwy NE
Suite 100
Gainesville, GA 30501

Dear Mr. Arnhart:

The City of Dawsonville has completed the application for the FY 2024 LMIG Program. The project that the City Council has approved is to soil cement the road, repave and repair the sidewalk on Maple Street South (approximately .62 miles), starting at Route 53 and ending at the end of Maple Street South. This project is anticipated to cost \$500,000.00 and is intended to start in FY 2024. We respectfully request to rollover the FY 2024 funding to combine with the FY 2023 funding and possible future funding for this project.

The status our LMIG funding for the last two (2) fiscal years is as follows:

- FY 2021 & FY 2022 – Combined funding; 100% complete. Statement of Final Project Expenditures has been submitted.
- FY 2023 – Rolled over to combine with FY 2024 funding and possible future funding,

Please do not hesitate to contact the office if anything further is required.

Sincerely,

John Walden
Mayor Pro-Tem

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 20____
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT INFORMATION

Date of Application: _____

Name of local government: _____

Address: _____

Contact Person and Title: _____

Contact Person's Phone Number: _____

Contact Person's Fax Number: _____

Contact Person's Email: _____

Is the Priority List attached?

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, _____ (Name), the _____ (Title), on behalf of _____ (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 20__**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

E-Verify Number

_____(Signature)

Sworn to and subscribed before me,

_____(Print)

This ____ day of _____, 20__.

Mayor / Commission Chairperson

In the presence of:

_____(Date)

NOTARY PUBLIC

LOCAL GOVERNMENT SEAL:

My Commission Expires:

NOTARY SEAL:

FY _____ LMIG PROJECT LIST

COUNTY / CITY _____

[illegible]



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7d

SUBJECT: **APPROVE RESOLUTION #R2023-08 TO OPEN A ONEGEORGIA SPECIAL PURPOSE GRANT BANK ACCOUNT**

CITY COUNCIL MEETING DATE: 12/04/2023

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO APPROVE RESOLUTION #R2023-08 TO ESTABLISH A BANK ACCOUNT TO DEPOSIT AND DISTRIBUTE FUNDS FROM ONEGEORIGA SPECIAL PURPOSE GRANT RECEIPTS

HISTORY/ FACTS / ISSUES:

- **GRANT IS FOR THE SPECIAL PURPOSE PROJECT THE CITY IS MANAGING ON BEHALF OF THE DAWSONVILLE HISTORY MUSEUM**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Robin Gazaway, Finance Director

RESOLUTION R2023-08

**A RESOLUTION OF THE CITY OF DAWSONVILLE, GEORGIA ESTABLISHING A
BANK ACCOUNT FOR ONEGEORGIA SPECIAL PURPOSE GRANT**

WHEREAS, the City of Dawsonville and the Dawsonville History Museum have entered into an agreement pertaining to constructing a new exhibit on the premises leased by Dawsonville History Museum;

WHEREAS, the City of Dawsonville is applying for a grant from the OneGeorgia Authority on behalf of the Dawsonville History Museum to fund the project and as the grant recipient will be managing the administrative and financial matters of said grant;

WHEREAS, the City of Dawsonville does hereby authorize the Mayor Pro-Tem to execute documents to open and/or close checking accounts as needed;

WHEREAS, a separate bank account must be established for the purpose of deposits and distributions of the OneGeorgia Authority Grant receipts;

BE IT THEREFORE RESOLVED by the Mayor and Council of the City of Dawsonville to open an interest-bearing bank account with United Community Bank for the purpose of deposits and distributions of the OneGeorgia Authority Grant receipts due the City of Dawsonville. The authorized signatures on said account are to be John Walden and Robert Bolz.

SO RESOLVED this 4th day of December 2023.

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



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 7e

SUBJECT: **APPROVE TO RATIFY CHANGES TO THE AGREEMENT WITH THE
DAWSONVILLE HISTORY MUSEUM**

CITY COUNCIL MEETING DATE: 12/04/2023

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL TO RATIFY CHANGES TO THE AGREEMENT WITH THE
DAWSONVILLE HISTORY MUSEUM**

HISTORY/ FACTS / ISSUES:

- **ORIGINAL AGREEMENT WITH THE MUSEUM FOR THE SPECIAL PURPOSE GRANT ADMINISTRATION AND PROJECT MANAGEMENT WAS APPROVED ON 09/18/2023**
- **SINCE THEN, THE MUSUEM CHANGED THE SCOPE OF THE PROJECT AND THE ORIGINAL AGREEMENT HAS BEEN REVISED**
- **COUNCILMEMBERS PREVIOUSLY AGREED TO CHANGES WITH REQUEST TO RATIFY AT THE NEXT CITY COUNCIL MEETING**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

AGREEMENT

This Agreement is made and entered into this 20 day of November, 2023, by and between the City of Dawsonville (the "City") and the Dawsonville History Museum ("DHM").

WHEREAS the City and DHM have engaged in discussions regarding plans to construct a new exhibit highlighting a 1950's garage and stock car simulators, as well as other improvements, on the property owned by the City which is part of the premises leased DHM (the "Project");

WHEREAS the City is applying for a grant from the One Georgia Authority (the "Authority") for the purpose of funding the Project;

WHEREAS it is the intention of the City and DHM that the City, as the anticipated grant recipient, will be primarily responsible for the construction of the Project, to include but not be limited to the solicitation of bids, financial matters, administrative matters, and any other local government functions such as construction related inspections; and

WHEREAS, DHM, as the tenant and anticipated user of the improvements, is to be involved in the design and construction process, with ultimate authority for all decisions remaining with the City as the holder of public funds;

WHEREAS the City deems it in the public interest to memorialize the foregoing intentions before embarking on this project with DHM and the Authority;

NOW THEREFORE, the City and DHM agree as follows:

1. The City and DHM understand certain responsibilities of the parties and other terms and conditions will be established by the Authority via the terms of the grant or grant contract. To the extent the same are inconsistent with any of the terms of this Agreement, the former shall control. The foregoing notwithstanding, to the extent this Agreement establishes any protocols, checks, balances, safeguards, reporting requirements or similar obligations which are more restrictive, strict, or protective than what are set forth in the grant or grant contract, such requirements shall not be considered inconsistent with the

grant or grant contract unless the grant or grant contract specifically provides otherwise.

2. All contracts for the Project shall be awarded pursuant to Georgia law for public works construction contracts or the City of Dawsonville's procurement policy (whichever is stricter). DHM shall provide to the City a description of planned improvements, project plans, an estimated budget for each, and all other information upon request which is useful for the City to create a bid package or otherwise comply with the applicable purchasing requirements. DHM shall be invited to provide input for the City to consider, but the City shall have sole discretion to select from among the bid applicants, consistent with applicable procurement procedures. All procurement procedures and contracts related to the Project shall also comply with any applicable grant terms. The City shall make known to each contractor that the City will retain ultimate control over all Project-related activities, including the sole right to terminate or enforce any contract, or waive compliance with any provision.
3. The City shall be responsible for receiving all invoices for labor and materials; paying all contractors; determining whether any invoice or pay application is properly payable, administering the grant, including applying for and receiving grant funds; verifying all expenditures are for appropriate and permissible Project-related purposes; maintaining accounting records; and submitting all required documentation to the Authority or any other entity to which reports or documentation must be submitted. DHM shall cooperate with the City upon request by providing any information needed in this regard. To the extent not otherwise available to DHM, the City shall provide to DHM all grant-related records and documents upon request, including but not limited to financial records.
4. The City will be responsible for the day-to-day management of the construction Project, including establishing a project schedule; communicating with contractors and vendors; receiving and maintaining all Project-related documentation such as reports, proofs of delivery, logs, schedules, photographs, plans, and drawings; receiving all invoices for labor and materials, ensuring the Project progresses in a timely and cost-efficient manner;

and general supervision of the Project. The City shall seek input from DHM as to the construction process and DHM shall fully cooperate with and provide to the City all requested input. The City may on certain occasions authorize DHM to give direction on the project, with such direction and authorization be provided both to DHM and to the contractor or contractors which may be affected thereby. Absent such authorization, only the City shall have the power and authority to make decisions related to the project. DHM agrees to communicate at least weekly and more frequently as needed with designated City personnel regarding the status of the Project; promptly report any problems experienced or observed with contractors or the construction, and timely submit to the City all documentation which may be necessary for the City to administer the grant and obtain reimbursement.

5. Upon receipt and review of a grant contract, the City, in conjunction with DHM, will establish a schedule and/or other procedures for the project, and the parties shall work with cooperatively to submit documentation which will enable the City to maintain compliance, effectively administer the grant, and obtain reimbursement..
6. In no event will the City be responsible for any costs which exceed the maximum amount of the grant absent specific action of the City's governing authority approving such expenses. In the event of such a cost overrun, DHM may complete the Project at its own expense. DHM further agrees that if it authorizes any departure from the scope of work authorized by the City, all such costs and related cost overruns shall be at DHM's expense, unless DHM obtains the City's prior approval.
7. The City will be responsible for obtaining reimbursement from the Authority. In the event the Authority denies a request from the City, DHM and the City shall work diligently together to address any concerns or shortcomings found by the Authority in order for the City to obtain reimbursement. Notwithstanding, if the City determines it cannot obtain reimbursement as a result of negligent acts or omissions by DHM, including, without limitation, because DHM has authorized or directed an expense be incurred without prior City approval, DHM failed to work with the City to achieve Authority approval, or some other act or

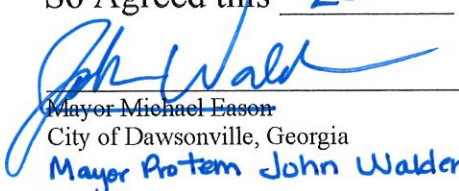
omission of DHM caused a reimbursement request to be denied, the City may seek to recover its costs from DHM.

8. All agreements for services, supplies, materials, labor and construction related to this Agreement shall be in the name of the City.

9. Miscellaneous:

- a. This Agreement contains the entire agreement between the parties with respect to the subject matter discussed herein and shall not be amended except by a writing executed by both parties hereto.
- b. In the event of a dispute between the City and DHM with respect to this Agreement, the parties shall first attempt to negotiate a resolution of the dispute, and failing such shall submit themselves to mediation within sixty days of either party demanding mediation. If the matter is not resolved at mediation, then any dispute shall be resolved by such legal actions as either party may file in the Superior Court of Dawson County, State of Georgia.
- c. This Agreement shall be interpreted under the substantive and procedural laws of the State of Georgia. The Agreement is the joint efforts of both parties and shall not be construed against either of them based upon the drafting of the Agreement in whole or any particular provision.
- d. The signatories to the Agreement acknowledge and affirm that they have been given the authority necessary to execute this document as a binding agreement on the party for which they sign.
- e. In the event any provision of this Agreement is found to be unenforceable, invalid, or otherwise of no force and effect, the same shall not impact the rest of this Agreement, it being understood to be severable and that it would have been the intention of the Parties to execute this Agreement with the invalid provision removed.

So Agreed this 20th day of November, 2023.


Mayor Michael Eason
City of Dawsonville, Georgia

Mayor Pro-Tem John Walden


Dawsonville History Museum, Inc.

By : Calvin Byrd

Attest:  Attest: _____
Clerk, City of Dawsonville, Georgia



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

SUBJECT: **DOWNTOWN DEVELOPMENT AUTHORITY BOARD APPOINTMENTS**

CITY COUNCIL MEETING DATE: 12/04/2023

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO APPROVE TWO NEW APPOINTMENTS OF DOWNTOWN DEVELOPMENT AUTHORITY MEMBERS:

1. **TREY THOMAS: FILL THE UNEXPIRED TERM OF KEVIN HAMMOND THROUGH 12/31/2025**
2. **MARY WRIGHT: FOUR YEAR TERM – 01/01/2024 – 12/31/2027 (FORMELY KEITH HUDSON)**

TO APPROVE REAPPOINTMENT OF DOWNTOWN DEVELOPMENT AUTHORITY MEMBERS FOR FOUR YEARS:

- **DWIGHT GILLELAND FOR THE TERM OF 01/01/2024 – 12/31/2027**
- **JONATHAN CAMPBELL FOR THE TERM OF 01/01/2024 – 12/31/2027**

BOTH HAVE SERVED A PREVIOUS TERM AND WOULD LIKE TO SERVE ANOTHER TERM

HISTORY/ FACTS / ISSUES:

TREY THOMAS AND MARY WRIGHT HAVE BOTH BEEN VETTED AS PER THE CITY'S PROCESS

OPTIONS:

RECOMMENDED SAMPLE MOTION:

APPROVE AS REQUESTED

REQUESTED BY: Amanda Edmondson, Director of Downtown Development



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 9

SUBJECT: **CONSIDERATION FOR APPROVAL OF THE FY 2022-2023 AUDIT**

CITY COUNCIL MEETING DATE: 12/04/2023

BUDGET INFORMATION: GL ACCOUNT # NA

☐ Funds Available from: Annual Budget Capital Budget Other

☐ Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO REQUEST CONSIDERATION FOR APPROVAL OF THE FY 2023 AUDIT

HISTORY/ FACTS / ISSUES:

- **DRAFT AUDIT WAS PRESENTED TO CITY COUNCIL FOR REVIEW ON 11/06/2023**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Robin Gazaway, Finance Director



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 10

SUBJECT: **REQUEST FOR SPECIAL USE OF CITY PROPERTY**

CITY COUNCIL MEETING DATE: 12/04/2023

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST: **TABLED AT THE 11/06/2023 CITY COUNCIL MEETING**

A REQUEST TO UTILIZE CITY PROPERTY TO CONSTRUCT A PARKING LOT FOR PUBLIC USE THAT WOULD ALSO SERVE THE FUTURE DAWSONVILLE CHARITY POKER ROOM

HISTORY/ FACTS / ISSUES:

- **PROPERTY IS IN POST 2 CITY COUNCIL MEMBER WILLIAM ILLG DISTRICT**
- **PROPERTY LOCATION: NE CORNER OF INTERSECTION AT CHURCH ST AND LLOYD SEAY STREET SOUTH; TMP D01 033**
- **VACANT LOT**
- **CITY OF DAWSONVILLE PURCHASED PROPERTY IN 2007**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Amanda Edmondson, Director of Downtown Development

October 25, 2023

Hello,

My name is Joshua Pender and I am the attorney for the Dawsonville Charity Poker Room ("DCPR"). DCPR's mission is to provide community outreach and support inside the community through charity fundraising events. DCPR's charity fundraising events will raise funds for the sheriff's foundation, the firefighter's foundation, senior citizen assistance programs, children's disability programs, and city government improvement projects.

I am writing this letter to request that the City of Dawsonville allow DCPR the use of the grass lot located at the corner of Church Street and Howard Avenue East for purposes of parking. DCPR has recently acquired property located at 26 Roy Hall St. S, Dawsonville, GA 30534 where we plan to host charity fundraising events. We expect these charity fundraising events to attract many people and drastically increase the foot traffic in historic Dawsonville. It is our hope that the City and surrounding businesses will benefit from this influx in foot traffic and the increased availability of parking in historic Dawsonville.

If the City approves our request, we would pay to gravel the lot. As with all parking in historic Dawsonville, this parking lot would be available for public use. If approved, we hope to gravel the lot and make any other necessary changes by February 2024, our projected opening date.

DCPR is excited to open our location in historic Dawsonville and raise money for many charitable causes in the community. We hope and look forward to partnering with the City on many of these events. If you have any further questions regarding our organization or this request, please contact Nathan Pritchard at (706) 701-9307 or via email at Nate0780@yahoo.com or Charlie Ziadie at (678) 314-6858 or via email at Rwziad2182@gmail.com.

Thank you for considering our request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Josh A. Pender', written in a cursive style.

Joshua Pender
Attorney for DCPR, Inc.
(803) 230-1453
japende@emory.alumni.edu



CITY OF DAWSONVILLE

PLANNING STAFF REPORT

Applicant.....Joshua Pender (C/O The Dawsonville Charity Poker Room, “DCPR”)

Request.....To utilize city property to construct a parking lot for public use that would also serve the future Dawsonville Charity Poker Room

Current ZoningINST, Institutional District

Size.....+/- 18,000 square feet

LocationNE corner of intersection Church Street and Lloyd Seay Street South

Tax ParcelD01 033

APPLICANT PROPOSAL:

The applicant is requesting to construct a gravel parking lot on City property, for the purpose of serving the future Dawsonville Charity Poker Room, which they intend to construct at 26 Roy Hall Street. The lot would be open to the public for general use.

SURROUNDING PROPERTIES:

Adjacent Land Uses	Existing zoning	Existing Use
North	TB	Residential
South	NB	Commercial
East	CBD	Commercial
West	TB	Residential

This property abuts the City’s right of way on all sides including Church Street, Howard Avenue, and Lloyd Seay Street South. To the North and West are single family residences located in our Historic Town Business District. Across Church Street is the Christian Life Ministries Church to

the south, and Aristo Craft classic wooden boat workshop and museum to the east. In relation to the City, the subject property is located on the southwestern corner between our historic downtown and our residential neighborhoods.

HISTORY:

The City of Dawsonville purchased the property in 2007. According to the tax assessors' website, it was first assessed as improved in 1979.

ANALYSIS:

The following factors must be taken into consideration for developing any parking lot in the City of Dawsonville pursuant to the City's development ordinance requirements:

Development Regulations

ADA Compliance

- Based on the intended number of parking spaces there is a required number of handicapped spaces (Sec. 604)

Design Requirements (Sec. 606)

- Surface shall be concrete or asphalt with proper drainage.
- Each parking space shall be clearly marked.
- A parking lot pavement setback of ten (10) feet from any public street right-of-way and five (5) feet from any exterior property line
- Not less than ten (10) percent of the total area devoted to parking shall be landscaped open space.

Sidewalks (Sec. 109-53)

- Sidewalks to be provided along public streets the entire length of the property.
- The sidewalks must be constructed to conform to the state DOT sidewalk standards.
- Sidewalks shall be five foot wide and four inches thick.
- Sidewalks shall have ADA compliant ramps and warning pads at intersections. The warning pads shall be screwed down and thermal coated.

Lighting (Sec. 2203)

- Lighting is required and necessary to ensure adequate safety, night vision and comfort.
- Lighting shall not exceed certain footcandles at property line.
- All security and parking lot lighting shall be installed such that the lamp (light-emitting device) is not protruding from the bottom of the fixture.
- All light fixtures shall be installed so that the light produced is emitted downward.
- Pole lights shall not exceed 35 feet in height and shall have box-type fixtures.

Stormwater

- Applicable to new development that involves the creation of 5,000 square feet or more of impervious cover.
- Depending on the performance of the engineering design provided, on-site detention could be necessary.

Walkability / Safety

The development of this site for the intention of serving the 26 Roy Hall Street should consider

the fact that there are no sidewalks along Roy Hall nor Raymond Parks. Charity events that go into evening hours may necessitate the addition of street lighting and sidewalks to assure a reasonably safe and walkable environment for pedestrians. The rights-of-way will need to be researched and improvements engineered to perform accordingly.

Wayfinding

To avoid large numbers of event attended parking in unauthorized locations, wayfinding signs and other forms of communication are necessary to help attendees understand how to locate the proper parking location.

Enforcement

- The city has a public parking ordinance for enforcement purposes.
- Chapter 13 ARTICLE IV PARKING

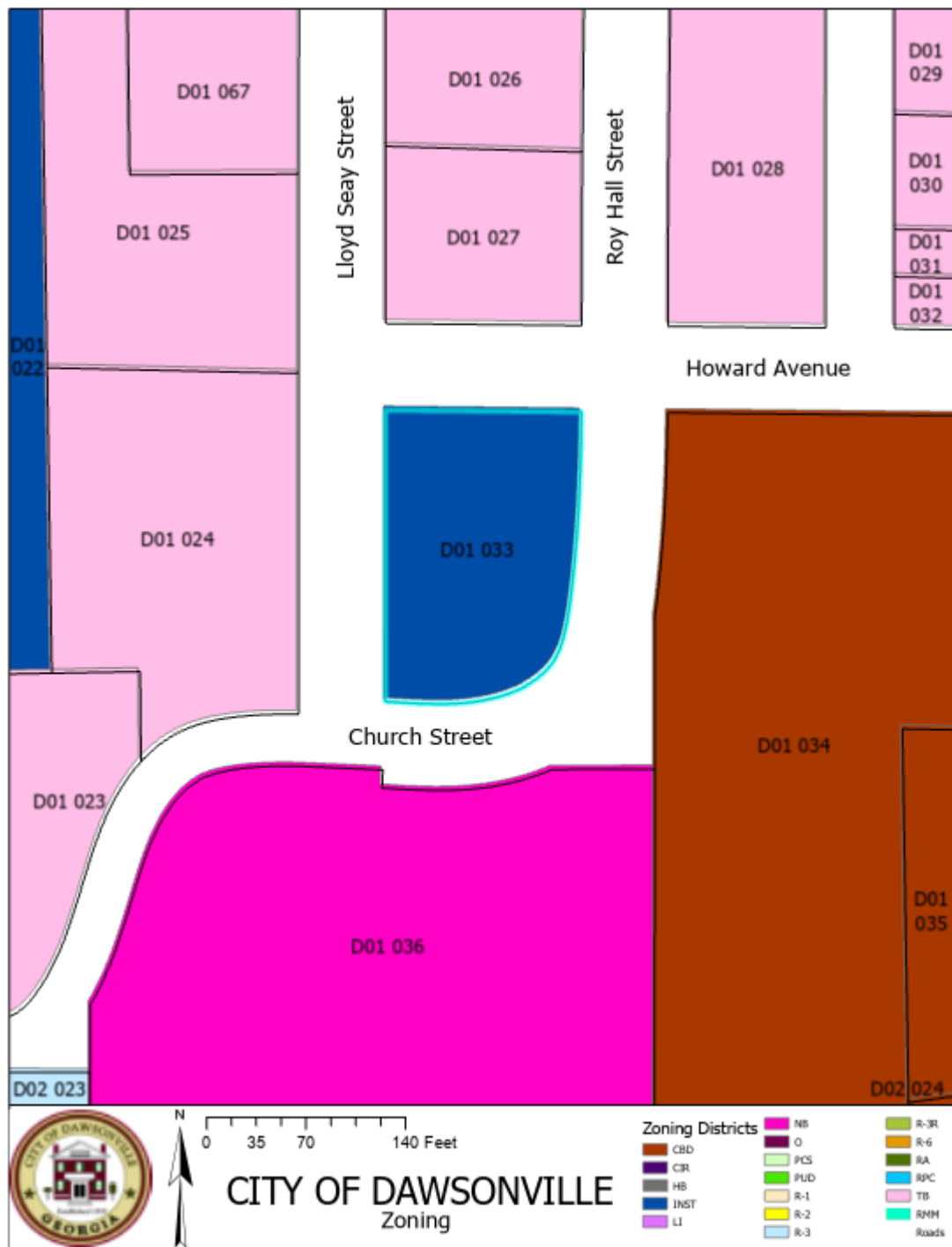
Maintenance

- While the initial cost of a gravel parking lot is less than a paved lot, this method of construction is undesirable because it requires frequent maintenance, can be problematic for ADA compliance, can result in poor erosion control/prevention, can cause unsafe road conditions and potentially property damage.

SUMMARY RECOMMENDATION:

From a planning standpoint, the subject property would be an ideal location for additional periphery parking for the historic downtown. It is located at a transition point that buffers the commercial from the residential with a short walk to the West side of the square, which is currently under-served in terms of public parking. Major concerns include the lack of sidewalks and lighting to support adequate pedestrian travel. In addition, stormwater control measures must be implemented to prevent site erosion and avoid unsafe road conditions. Ultimately, the site is ideal for the proposed use given proper design and construction methods to meet our current development standards, ADA compliance, and accommodate generally foreseeable additional safety needs.

CURRENT ZONING MAP



AERIAL





DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 11

SUBJECT: **PARKING ON CITY STREETS**

CITY COUNCIL MEETING DATE: 12/04/2023

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

ITEM TABLED FROM THE 11/06/2023 CITY COUNCIL MEETING

HISTORY/ FACTS / ISSUES:

- ORIGINAL ITEM PRESENTED TO CITY COUNCIL ON 09/18/2023 TO DISCUSS ISSUES REGARDING RESIDENTS COMPLAINING ABOUT PARKED VEHICLES ON STREETS IN SUBDIVISIONS
- RESPONSES RECEIVED FROM RED HAWK AND RAINHILL (SEE ATTACHED)
- SPOKE WITH BURTS CROSSING II AND THEY HAD NO ISSUES
- OTHER HOAS DID NOT RESPOND AND/OR THE HOA CONTACT IS UNKNOWN

OPTIONS:

REQUESTING DIRECTION ON HOW TO PROCEED TO ADDRESS THESE ONGOING ISSUES.

RECOMMENDED SAMPLE MOTION:

RECOMMENDS ALLOWING LEGAL TO DRAFT AN ORDINANCE TO REVIEW AND CONSIDER

REQUESTED BY: Trampas Hansard, Public Works Director

Trampas Hansard

Red Hawk Response

From: Red Hawk Ridge HOA
Sent: Wednesday, September 20, 2023 1:12 PM
To: Trampas Hansard
Cc: Erin Skinner
Subject: Subdivision Parking Issues

Your call today was very encouraging regarding parking/street problems in our community and Dawsonville.

We have regulations prohibiting overnight parking but that remains an issue and very difficult to enforce dealing with private vehicles, business/work vehicles, RVs, and even a school bus. Our management company inspects once a month during the day so they are unable to monitor the problem. Board action to do so has met with some very negative reactions from residents and concern for safety for Board members..

We have also had issues of sidewalk parking which we have been able to control better more recently. Still an issue is parking in the sidewalk section of driveways in the right of way forcing pedestrians, lots of children as well as adults, into the street to get around or past the blockage.

An ordinance to impact overnight parking and blocking/parking on sidewalks (it's a law but unclear about the driveway section) would benefit our community immensely. How would this be enforced since the Sheriff cannot ticket in our neighborhood without an IGA? There is also an issue with speeding, not just some residents but vendors and even school buses at times.

I started to mention fireworks to you and that is a major safety issue in tight neighborhoods like ours with homes too close.. We've had some very frightening experiences with live embers on a roof, debris in the yards, setting off in the street (illegal), terror for residents with PTSD, to pets, fear of explosion, etc. This year was especially bad, even causing conflict between residents. I mentioned this to Mr. Kinley as well. If there is any consideration given to an ordinance against fireworks in communities like ours, that would be appreciated.

Measures to help communities with these safety issues are strongly supported. Thank you for calling. Lynne Campbell

Red Hawk Ridge HOA Board

1-1-4
Erin Skinner

To: Trampas Hansard

From: Rainhill Subdivision HOA

Re: Excessive speed (not posted) and items blocking the sidewalks.

Date: 10/23/2023

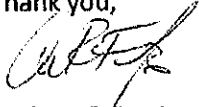
Greetings,

During a recent HOA meeting, it was expressed to us (the Board) a concern about the subdivision not having a posted speed limit that would be far less than the city speed ordinance. In general, any speed more than 15 miles per hour, is simply too fast for the roadways in the subdivision, especially the circles/cul-de-sacs, that are tight. The HOA board kindly asks speed limit signs (15 mph) to be posted within the subdivision.

In addition, we have been experiencing an ongoing issue with portable basketball goals being left on the sidewalks and in at least one case obstructing a fire hydrant. As the board is limited in any enforcement action, other than fines and cannot physically remove the property, we ask the City of Dawsonville to act and notify these homeowners, that the sidewalks cannot be blocked in any shape form or manner.

If you need additional information from the board, please let us know what we can do to bring this to a resolution.

Thank you,

A handwritten signature in black ink, appearing to read "A. R. Fee Jr.", written over a horizontal line.

Andrew R Fee Jr.

President, Rainhill Subdivision HOA.



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 12

SUBJECT: **REQUEST TO MODIFY THE RESTROOMS AT THE DAWSONVILLE HISTORY MUSEUM**

CITY COUNCIL MEETING DATE: 12/04/2023

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

**TO PRESENT A REQUEST FROM THE LESSEE OF THE DAWSONVILLE HISTORY MUSEUM
TO MODIFY THE RESTROOMS**

HISTORY/ FACTS / ISSUES:

DETAILS ON MODIFICATION WILL BE PROVIDED AT THE MEETING

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Trampas Hansard, Public Works Director



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 13

SUBJECT: **LEASE AGREEMENT BETWEEN THE CITY OF DAWSONVILLE AND THE
STATION HOUSE RESTAURANT, INC.**

CITY COUNCIL MEETING DATE: 12/04/2023

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL FOR THE LEASE AGREEMENT BETWEEN THE CITY OF
DAWSONVILLE AND THE STATION HOUSE RESTAURANT**

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

LEASE
AGREEMENT

This Lease agreement ("Lease") is entered into effective this _____ day of _____, 2023 by and between **THE CITY OF DAWSONVILLE**, a Georgia municipal corporation, whose address is 415 Hwy. 53 East, Suite 100, Dawsonville, Georgia 30534 ("Lessor") and **THE STATION HOUSE RESTAURANT INC.** ("Lessee"), whose address is 540 Lake Center Parkway, Suite 105, Cumming, Georgia 30040.

WITNESSETH:

WHEREAS, the Lessor owns and operates certain property and facilities ("Premises") located at 415 Hwy. 53 East, Dawsonville, Georgia 30534, which is known as the City Hall/Dawsonville Municipal Complex; and

WHEREAS, the Premises includes several tenant spaces, including a museum and a retail/manufacturing/restaurant space, of which the retail/manufacturing/restaurant space is available for lease and suitable for Lessee's use; and

WHEREAS, the Lessor desires to lease a portion of the retail/manufacturing/restaurant space, as fully depicted in Exhibit "A" attached hereto and fully incorporated herein ("Restaurant Space") consisting of _____ sf, to Lessee for the operation of a dine-in restaurant, which will be open to the public, pursuant to the terms and conditions of the City Lease and as allowed or provided by local, state, and federal law.

NOW THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein and in consideration of One Dollar (\$1.00) and other good and valuable consideration mutually exchanged this date between parties hereto, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **Premises and Use.** Lessee shall be permitted to occupy and utilize the areas of the Premises depicted in Exhibit "A", otherwise known as the Restaurant Space, for the purpose of operating a dine-in restaurant which shall be open to the public and maintain business hours as deemed appropriate by Lessee and as regulated by local, state, and federal law, so long as such operations do not materially interfere with the business and operations of the City of Dawsonville. Any use of exterior/outdoor areas may be limited during the Mountain Moonshine Festival held annually at the Dawsonville Municipal Complex due to the nature of that event.
2. **Lease Term.** This Lease shall commence on _____ day of _____, 20____ ("Commencement date"), for the period of twelve (12) months, ("Lease Term") terminating on the _____ day of _____, 20____ (the "Termination date"). The foregoing notwithstanding, this lease shall renew effective the _____ day of _____, 20____, for an additional term of one year up to four consecutive times, which renewal shall be automatic, unless either Lessee or Lessor provides notice, not less than ninety (90) days before the anniversary date of this Lease, that they wish to exercise their right to not renew the Lease for an additional term.
3. **Rent.** Lessee covenants and agrees to pay Lessor a base rent amount as rent for the Restaurant Space during the Lease Term which will be as follows:
 - a) One thousand and 00/100 dollars (\$1,000.00) per month for the Restaurant Space starting the Commencement date through and including the Termination date.
 - b) Rent will be due and payable by the 5th day of every month, and if not actually received by the City by the 10th of the month the rental payment shall be late.

For any late payment received after the 10th of the month Lessee shall pay the City a five percent (5%) penalty. Penalty payment shall be due immediately and must be included with payment of past due rent.

4. **Parking.** Lessee and its employees shall have the right to use the public parking spaces or parking areas near or adjacent to the City Hall/Dawsonville Municipal Complex, except to the extent such spaces may be utilized during the Mountain Moonshine Festival, held annually at the Dawsonville Municipal Complex, for festival purposes. All such parking shall be on a nonexclusive, non-assigned basis. Lessee shall not use or permit its employees or invitees to use any spaces which have been specifically reserved by Lessor to other tenants or for such other uses as have been designated as being restricted to certain uses. Lessee shall at all times comply and cause its employees and invitees to comply with any parking rules and regulations as Lessor may from time to time reasonably adopt. At no time will Lessee or its employees use any parking spaces for storage or containers of any type or description. At no time will Lessee, its employees, or its customers use areas not specifically designated for parking as parking spots or areas, or for storage, including, but in no way limited to, the decorative area surrounding the replica gas pumps or store entrances. Lessor assumes no liability or risk for any damage that may occur to the vehicles or other property of Lessee, its employees, customers or others in any parking area or common area.

5. **Storage, Store Fronts, and Unpermitted Uses/Activities.** Lessee agrees to maintain the Restaurant Space in a clean condition. Lessee agrees to not use the Restaurant Space as a long-term storage facility for items, except in areas specifically designated for the purpose of storage, such as closets. Notwithstanding the foregoing, Lessee shall have the

right to store agricultural products and/or empty agricultural product containers outside of the Restaurant Space for a period of time not to exceed five (5) days. However, such storage shall not impede, obstruct, or in any way interfere with the normal operations of the City and/or any other tenants or visitors to the Premises. At no time will Lessee store any item that is unnecessary for the proper operation of its business within the Restaurant Space or the parking area. At no time will Lessee use the parking lot, decorative area in front of the replica gas pumps or store fronts, or the decorative, pressed sidewalk for its business activities or operations.

6. **Insurance and other charges.** Lessee agrees to and shall pay for general liability insurance and shall name the Lessor as certificate holder or additional insured under the policy of insurance. Lessee shall keep the general liability policy in full force and affect for the full Lease Term with coverage in the amount of at least \$1 million per person / \$2 million per occurrence. Lessee is responsible for all other forms of insurance (i.e. workers comp, etc.) as may be required by law. Lessee shall indemnify and hold harmless Lessor from any and all claims, damages, suits and demands, including but not limited to reasonable attorney's fees and expenses of litigation, arising out of or related to Lessee's use and operation of the Restaurant Space.

7. **Improvements.** To the extent Lessee desires to modify, change or improve the Restaurant Space for Lessee's intended use, costs shall be borne by Lessee, including but not limited to costs to repair/remediate the premises as part of the Construction process. Any plans for modifications or improvements must be presented to and approved in writing by Lessor prior to initiation of any change, modification or construction. Lessee shall be further responsible for any and all insurance, workers compensation insurance, general liability insurance, contractor's insurance, and any and all claims which may

arise out of or be related to any of the construction processes associated with the improvements. Lessor agrees to perform the improvements described in Exhibit “B” as further consideration under and for the terms of this Lease. Lessee agrees to perform the improvements described in Exhibit “C” as further consideration under and for the terms of this lease.

8. **Utilities.** Lessee is responsible for all utilities associated with its occupation and use of the Restaurant Space including, but not limited to, water, sewer, natural gas, and electricity. Lessee shall install and maintain at the expense thereof with any necessary utility meters or sub-meters at the Restaurant Space.
9. **Garbage/Dumpster Removal Services.** Lessor shall provide access to Lessee to the Lessor’s dumpster located on the property adjacent to the Premises for Lessee’s normal weekly garbage usage. Lessee shall not deposit any hazardous substances in the dumpster or place any garbage or trash outside of the dumpster at any time. All garbage and trash from Lessee’s use of the Premises shall be hauled to and deposited in the dumpster by Lessee on at least a weekly basis. In the event Lessee’s waste production exceeds the current capacity of the Dawsonville Municipal Complex garbage service such that another dumpster is advisable in the discretion of Lessor, Lessee shall be responsible for that cost which will be added to the monthly amount Lessee remits to Lessor as a separate fee for that service.
10. **Pest Control.** Lessee, at its cost, shall at all times keep the Premises free of pests. Lessee shall implement a program of pest control satisfactory to Lessor which may include, without limitation, (a) moving any furniture, fixtures, equipment, or inventory during inspections and spraying by Lessee’s exterminator; and (b) maintaining the Premises in a

clean, trash-free and sanitary condition. Lessee further acknowledges that Lessee's exterminator shall, in an environmentally safe way, perform inspections and/or spraying at least once every month; however, such inspections and/or spraying may be required to occur every two (2) weeks if Lessor deems such spraying necessary. If Lessee fails to promptly and fully comply with this Section, Lessor shall have the right, but not the obligation, to enter the Premises to perform such spraying or inspections at Lessee's expense. Performance of such work by Lessor shall not constitute a waiver of Lessee's default in failing to do the same and neither shall it entitle Lessee to any damages for any injury or inconvenience occasioned thereby nor to any abatement of rent. Lessee shall reimburse Lessor for any cost incurred by Lessor pursuant to this Section upon demand therefore.

11. Security Deposit. Lessee will provide a deposit with the Lessor for the sum of one thousand and 00/100 dollars (\$1,000) to be paid on the ____ day of _____, 20____, as a Security Deposit for the proper performance of all obligations of Lessee hereunder. Lessor shall hold the Security Deposit in a non-interest-bearing account and shall return the same to Lessee upon the expiration of this Lease with all obligations of the Lessee fully performed and completed and the premises returned to Lessor in broom clean undamaged condition, normal wear and tear excepted. Any cleaning or damage beyond normal wear and tear will first be paid for out of the security deposit before any balance is returned. Any damage not adequately covered by application of the security deposit shall be the responsibility of Lessee.

12. Binding Effect and Severability. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective successors and assigns. If any

provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

13. **Quiet Enjoyment.** Upon due performance by Lessee of its covenants and agreements under this Lease, Lessor covenants that Lessee shall and may at all times peaceably and quietly have, hold, and enjoy the Restaurant Space during the Lease Term. The foregoing notwithstanding, Lessee shall provide Lessor with access on reasonable notice (not less than twenty-four hours) for the purpose of inspecting the premises, and with such access as may be needed on shorter notice in emergency situations.
14. **Headings.** The Section headings are for convenience and reference only and shall not be used to limit or otherwise affect the meaning of any provision of this Lease.
15. **Counterparts.** This Lease may be simultaneously executed in two or more counterparts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one and the same instrument.
16. **Governing law, Venue and Jurisdiction.** This Lease shall be construed in accordance with and governed by the laws of the State of Georgia. Both parties hereby consent to jurisdiction and venue in Dawson County, Georgia, in any action brought to enforce any provision of this Lease.
17. **Relationship of Parties.** Lessor and Lessee shall not be considered or deemed to be joint venturers or partners and neither shall have the power to bind or obligate the other except as set forth herein. In the event the Lessor develops a new city center during the lease term, the Lessor shall provide a first right-of-refusal to the Lessee to negotiate a lease for space within the development for the purpose of relocating the restaurant.

18. Default. Lessee shall be in default if it fails to pay any rent or any other obligation when due to Lessor or fails to comply with any of the requirements of this Lease applicable to Lessee. In the event Lessee defaults, Lessor may terminate this Lease and pursue such remedies as are allowed by law. Included among these remedies shall be the right of Lessor to recover all rents owed under the Lease for the unexpired portion of the Lease Term. Upon a default and prior to exercising any remedy hereunder or allowed by law, Lessor shall provide Lessee written notice of the default and of Lessor's intent to exercise remedies unless the default is cured within ten (10) days following receipt of the notice of default. Should Lessee fail to cure the default within ten (10) days following receipt of the notice of default, Lessor will be immediately entitled to take possession of the Restaurant Space. Lessee waives any further right to notice prior to Lessor pursuing remedies other than those contained herein.

Lessor shall be in default if it fails to comply with any of the requirements of this Lease applicable to Lessor. In the event Lessor defaults, Lessee's sole and exclusive remedy shall be to terminate this Lease without further recourse against Lessor. Prior to exercising that remedy Lessee shall provide Lessor with written notice of the default and of Lessee's intent to exercise its remedy unless the default is cured within ten (10) days following receipt of the notice of default.

19. Guaranty. Notwithstanding the fact that Lessee is a corporation or other legal entity, by execution hereof, the undersigned owners, operators, members or shareholders of Lessee ("Guarantor") hereby personally guarantee full, proper and satisfactory performance of all terms of this Lease by the Lessee. Upon written notice of default of this Lease, Lessor shall have all rights and remedies against Guarantor as are available against Lessee.

20. **Construction.** All terms used in this Lease, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine, or neuter, as the context or sense of this Lease or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.
21. **Modification.** No changes, additions, or interlineations made to this Lease shall be binding unless initiated by both parties. This Lease may not be assigned, in whole or in part, by Lessee without the express written authorization of Lessor.
22. **Non-waiver.** No delay or failure by either party to exercise any right under this Lease, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
23. **Time of essence.** Time is expressly declared to be of the essence of this Lease.
24. **Entire Agreement.** This Lease supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

[execution on following page]

In witness whereof the parties have executed this Lease effective as of the date first above written.

LESSOR:
CITY OF DAWSONVILLE

LESSEE: THE STATION HOUSE
RESTAURANT INC.

John Walden, Mayor

ITS: _____

Print Name

PERSONAL
GUARANTY

The undersigned, being the executing member of The Station House Restaurant Inc., for valuable consideration received, hereby unconditionally guaranties all performance and payment obligations of The Station House Restaurant Inc., under the terms of this Lease.

This the _____ day of _____, 2023.

Signature of Guarantor

Printed Name of Guarantor

Exhibit "A"

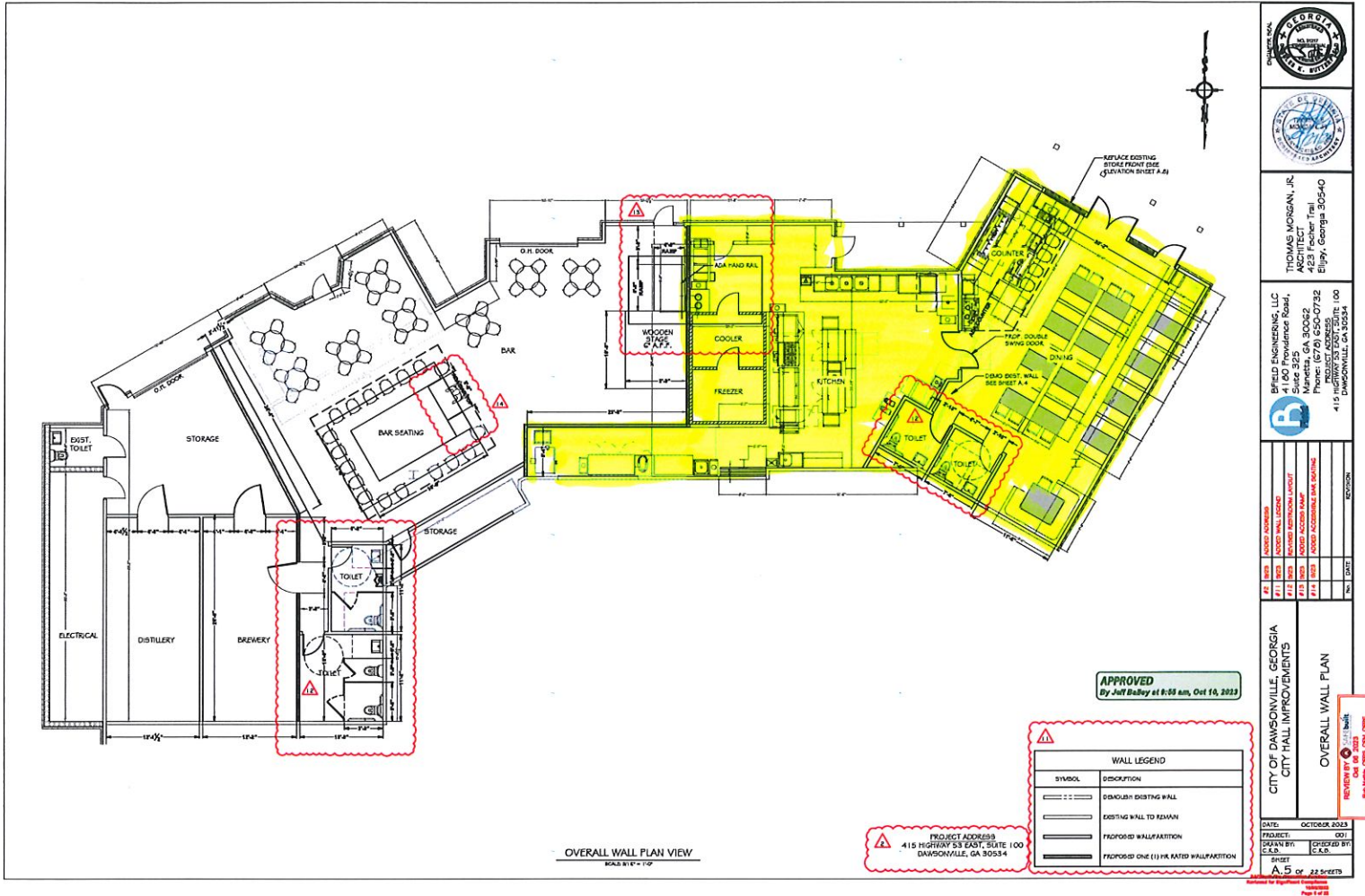


EXHIBIT "B"

1. Lessor shall complete build-out, including structural walls, electrical infrastructure, finishes, permanent fixtures, and install equipment.
 - Finishes includes floor, walls, and ceiling
 - Fixtures include bathroom, lighting fixtures, cabinetry, and countertops.
 - Sinks include bathroom sinks, mop sinks, hand-wash sink, triple dish sink at grease trap, and vegetable sink
 - Installed equipment includes Double Blodgett Oven, 3-4' griddle, two (2) 40 lbs. fryers
2. Interior Painting: Lessor shall paint the interior of the leased premises a base color, neutral warm whites, beiges, or grays. Lessee may adapt such paint or may utilize various paint colors, designs, murals, and/or textures as Lessor may approve, which approval will not be unreasonably withheld or delayed.

EXHIBIT "C"

Lessee shall provide the items needed for their day to day operations, including but not limited to, their own signage (as approved), point of sale equipment, furniture and décor, reach in refrigerator for kitchen, beverage and ice machines, dishwashing machines including all chemicals needed for same, warming drawer for kitchen, coffee makers, tea urns, all food preparation tables for dining areas and kitchen, garbage cans, non-slip mats, wire racks for kitchen dry space, all pots, pans, dishware, flatware, all equipment needed for preparation of food, all cleaning supplies for maintenance of space, regular maintenance on equipment.



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 14

SUBJECT: **REQUEST TO MODIFY GRANDADDY MIMMS LEASE AGREEMENT**

CITY COUNCIL MEETING DATE: 12/04/2023

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO REQUEST APPROVAL TO MODIFY GRANDADDY MIMMS LEASE AGREEMENT TO START THE COLLECTION OF RENT ON FEBRUARY 1, 2024

HISTORY/ FACTS / ISSUES:

- **ON 10/02/2023, COUNCIL APPROVED A MODIFICATION TO THE LEASE TO NOT START THE COLLECTION OF RENT UNTIL 30 DAYS AFTER THE APPROVAL OF THE PLANS BY THE FIRE MARSHAL**
- **FIRE MARSHAL APPROVED PLANS A FEW WEEKS AGO, HOWEVER, THE CITY WOULD LIKE TO DELAY THE COLLECTION OF RENT UNTIL THE BUILDOUT IS AT APPROXIMATELY 75% AND ANTICIPATES THAT GOAL BY FEBRUARY 1, 2024**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

STAFF RECOMMENDS APPROVAL AS REQUESTED

REQUESTED BY: Trampas Hansard, Public Works Director



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 15

SUBJECT: **ORDINANCE NO. 08-2023: INFRASTRUCTURE DEDICATION ORDINANCE
AMENDMENT**

CITY COUNCIL MEETING DATE: 12/04/2023

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST: **SECOND READING AND CONSIDERATION TO ADOPT**

**ORDINANCE NO. 08-2023: AN ORDINANCE TO AMEND THE INFRASTRUCTURE DEDICATION
ORDINANCE OF THE CITY OF DAWSONVILLE, GEORGIA, TO PROVIDE FOR AN EFFECTIVE
DATE, AND FOR OTHER PURPOSES**

**FIRST READING: NOVEMBER 6, 2023; SECOND READING AND CONSIDERATION TO ADOPT:
DECEMBER 4, 2023**

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Kevin Tallant, City Attorney

ORDINANCE NO. 08-2023

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

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

WHEREAS, the City of Dawsonville previously enacted a process for private developers to tender their infrastructure to the City of Dawsonville; and

WHEREAS, the process for private developers to tender their infrastructure to the City of Dawsonville has a bonding component and a timing component designed to protect the City from sub-standard or pre-maturely failing infrastructure; and

WHEREAS, delays in the process of construction have created a situation where the City needs additional protection and assurance as to the condition and workmanship of the infrastructure before it is dedicated to the City; and

WHEREAS, the City Council has determined it is in the interests of public health, safety, morals, convenience, order, prosperity, and general welfare of the City of Dawsonville to update the City's Infrastructure Dedication Ordinance to prohibit and provide for penalties for such conduct,

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

SECTION I: Infrastructure Dedication

Subpart B Land Development Regulations, Chapter 101 Land Development Regulations, Section 101-2 of the Dawsonville Code of Ordinances is hereby amended by striking Section 101-2 in its entirety and inserting in lieu thereof a new section 101-2, as follows:

§ Sec. 101-2 Infrastructure dedication.

(a) Definitions

- (1) Date of tender: The date upon which the developer tenders the systems for dedication to the City of Dawsonville.

- (2) Deficiency: Any failure of a system to comply with the Development Code.
 - (3) Development Code: The Development Code of the City of Dawsonville, latest edition.
 - (4) Systems: Any road, water, sewer, or stormwater management system which a developer tenders for dedication to the City of Dawsonville.
- (b) Prior to the acceptance of any road, water, sewer, or stormwater management system (hereinafter referred to as "systems") by the City of Dawsonville, the following regulations must be complied with by the developer of said systems:
- (1) At 90 percent build-out of the development under construction, the developer shall tender a dedication of all systems to the City of Dawsonville. The City of Dawsonville shall not accept the dedication of said systems until the later of 15 months after the date of tender by the developer, or 12 months after the final inspection of the system. The City may accept a dedication at a later date, and nothing in this section shall be construed to obligate the City to accept a dedication at any time.
 - (2) At 20 percent build-out of the development under construction, the developer shall post a maintenance and performance bond for the road, water, sewer, and stormwater management systems in the development equal to 20 percent of the value of the systems. The value of the systems as referred to in this subparagraph shall be the total cost of construction of said systems as determined by the city based upon information provided by the developer and/or the city engineer, including both materials and labor, as required to comply with the development code.
 - (3) During the time between the date of tender by the developer and the acceptance of the dedication by the City of Dawsonville, the developer shall have the responsibility to maintain and repair the systems and shall maintain and repair the systems so as to comply with the Development Code. In any event, the developer shall maintain and repair the systems so as to comply with the requests of the Director of Development of the City of Dawsonville.
 - (4) Between the 50th and 52nd week after the date of tender, the City of Dawsonville shall inspect the systems to ensure compliance with the Development Code. For the purposes of this ordinance, this inspection shall be the "final inspection" referred to in § 101-2(b)(1).
 - (5) To the extent that said inspections reveal any deficiencies in the systems tendered by the developer, the developer shall have until the 15th month after the date of tender to cure the deficiencies. If the deficiencies are not

cured by the developer, the City of Dawsonville shall have the right to call the maintenance bond and repair the facilities prior to the acceptance of dedication.

- (6) Should the maintenance bond prove to be insufficient to bring the systems up to compliance with the Development Code, or should it be determined that the systems cannot, for whatever reason, be expected to comply with the Development Code, the City of Dawsonville is not obligated to accept a dedication of systems by a developer.
- (7) The City of Dawsonville shall have the right to accept any or all of the systems tendered by the developer with or without the other systems so tendered being accepted. By way of example, after tender of road, water, sewer and stormwater management systems by a developer, the City of Dawsonville may, in its discretion, elect to accept only one of the systems, a combination of the systems, all of the systems, or none of the systems.

SECTION II: Incorporation and Repealer

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

SECTION III: Effective Date

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

SO ADOPTED AND ORDAINED by the City Council of Dawsonville, Georgia, this ____ day of _____, 2023.

MAYOR AND DAWSONVILLE CITY COUNCIL

By:

Mike Eason, Mayor

Caleb Phillips, Council Member Post #1

William Illg, Council Member Post #2

John Walden, Council Member Post #3

Mark French, Council Member Post #4

ATTESTED TO BY:

Beverly Banister, City Clerk



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 16

SUBJECT: **ORDINANCE NO. 09-2023: PARKING ORDINANCE AMENDMENT**

CITY COUNCIL MEETING DATE: **12/04/2023**

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST: **SECOND READING AND CONSIDERATION TO ADOPT**

ORDINANCE NO. 09-2023: AN ORDINANCE TO AMEND THE PARKING ORDINANCES OF THE CITY OF DAWSONVILLE, GEORGIA, TO PROVIDE FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES

FIRST READING: NOVEMBER 6, 2023; SECOND READING AND CONSIDERATION TO ADOPT: DECEMBER 4, 2023

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Kevin Tallant, City Attorney

ORDINANCE NO. 09-2023

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

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

WHEREAS, the City Council is aware that, in various neighborhoods in the City of Dawsonville, parking on public property including on sidewalks has developed to the point that it impedes the flow of pedestrians who would use the sidewalks; and

WHEREAS, when pedestrians are not able to use the sidewalks which were intended for their use, the pedestrians may have to resort to the street, creating a potentially life-threatening situation and increasing the danger to both the motoring and pedestrian public; and

WHEREAS, the City Council has determined it is in the interests of public health, safety, morals, convenience, order, prosperity, and general welfare of the City of Dawsonville to update the City's Parking Ordinance to prohibit and provide for penalties for such conduct,

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

SECTION I: Parking

Chapter 13 Traffic and Vehicles, Article IV Parking, Section 13-42 Parking Restrictions, of the Dawsonville Code of Ordinances is hereby amended by striking Section 13-42 in its entirety and inserting in lieu thereof a new Section 13-42 as follows:

§ Sec. 13-42 Parking restrictions.

(a) A parked vehicle in any parking space or parking area on public property shall be allowed to remain in said parking space or area until 9:00 a.m. on the day following the date the vehicle was parked in the parking space or area. Moving a vehicle from one parking space to another in the same parking area or parking lot, or to another parking area of the city, shall be considered the same as leaving the vehicle in the same parking space. For any vehicles left in a parking lot or parking area beyond the 9:00 a.m. deadline described, the city may utilize nonconsensual towing to remove the vehicles at the owner's expense.

(b) The city may designate certain parking spaces as having a maximum time limit of two hours by proper signage. The city may utilize nonconsensual towing for any vehicles parked in designated parking spaces beyond the maximum time limit at the expense of the owner.

(c) Other parking areas and time limits may be added to this article by resolution of the council. Signage designating time limits in parking areas shall be erected by the city. The absence of a sign in a specific area shall not invalidate any portion of this article.

(d) Authorized and unauthorized purposes. Parking in city parking spaces or areas is permitted for the purpose of attending social events, city events, visiting offices and businesses, frequenting city facilities, including leased facilities, and for attendance at court and governmental functions. Use of city parking spaces or areas is not permitted for storage of vehicles, nor is it permitted for commercial purposes unless approved, in writing, by the city manager or his designee.

(e) Parking on sidewalks. No person shall park a vehicle entirely or partially within any sidewalk located (1) on public property, including but not limited to public rights of way, or (2) within a residential area regardless of the public or private nature of the sidewalk at issue.

(f) Penalties and enforcement.

(1) Citations and fines - Time: The owner of a vehicle parked in a designated parking space in violation of the time limits shall receive a citation issued by the code enforcement officer or by any law enforcement officer.

a. The fine shall be \$25.00 for each two-hour violation for any parking space with a two-hour time limit.

b. For all other parking areas, the fine shall be \$100.00 per day, starting at 9:01 a.m. the day following the date the vehicle was parked until it is removed either by the owner or through nonconsensual towing.

c. The violator may pay the fine at city hall, or may contest the citation at city municipal court.

(2) Citations and fines - Unauthorized purpose: The owner of a vehicle parked in a city parking space or area for an unauthorized purpose shall receive a citation issued by the code enforcement officer or by any other law enforcement officer, the fine for which shall be \$100.00 for each day that the violation continues.

(3) Citations and fines - Parking on sidewalks: The owner of a vehicle parked on a sidewalk in violation of this section shall receive a citation issued by the code enforcement officer or by any other law enforcement officer, the fine shall be \$100.00 for each day that the violation continues.

(4) Nonconsensual towing: Pursuant to the towing and removal procedures described herein, vehicles parked in violation of this code may be removed and stored in lieu of or in addition to issuance of a citation and fine.

(5) Any costs incurred by the city in enforcing this article shall be added to the court costs and paid in conjunction with fines assessed.

SECTION II: Incorporation and Repealer

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

SECTION III: Effective Date

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

SO ADOPTED AND ORDAINED by the City Council of Dawsonville, Georgia, this ____ day of _____, 2023.

MAYOR AND DAWSONVILLE CITY COUNCIL

By:

Mike Eason, Mayor

Caleb Phillips, Council Member Post #1

William Illg, Council Member Post #2

John Walden, Council Member Post #3

Mark French, Council Member Post #4

ATTESTED TO BY:

Beverly A. Banister, City Clerk