

**AGENDA**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, September 18, 2023**  
**5:00 P.M.**

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1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
  - a. Approve Minutes
    - Regular Meeting held August 21, 2023
    - Executive Session held August 21, 2023
  - b. Approve First Amendment to Intergovernmental Agreement for Law Enforcement
  - c. Approve Intergovernmental Agreement with Dawson County School Board for Extension of Disc Golf Course
  - d. Approve Agreement with Dawsonville History Museum for Special Purpose Grant Administration and Project Management
  - e. Approve 2024 Solid Waste Collection Service Agreement with Red Oak Sanitation
  - f. Approve Special Event with Alcohol – Bootleggers Bar and Grill, October 27-29, 2023
  - g. Approve Ratification of Utility Relocation Costs and Agreement on Shoal Creek Road
8. Employee Recognition

**BUSINESS**

9. ZSP C2300063: Atlanta Motorsports Park, LLC has petitioned to amend the site plan and the current stipulations; located at 20 Duck Thurmond Road (TMP 070 049 001). Public Hearing Dates: Planning Commission on Monday, August 14, 2023, and City Council Monday, August 21, 2023. City Council for a decision on September 18, 2023.
10. 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.
11. Contingent Approval of Alcohol License for Granddaddy Mimm's Distilling Co.
12. 2023 Comprehensive Plan Update
13. Request Bid Approval for Skate Park Relocation and Improvement

**WORK SESSION**

14. Discussion of Parking on City Streets
15. Proposed 2024 Meeting Calendar

**STAFF REPORTS**

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

**EXECUTIVE SESSION, IF NEEDED**

**RESERVED FOR POTENTIAL ACTION ON EXECUTIVE SESSION ITEMS, IF NEEDED**

**ADJOURNMENT**

***The next scheduled City Council meeting is Monday, October 2, 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**

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SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 09/18/2023

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PURPOSE FOR REQUEST:

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

- a. **Approve Minutes**
    - **Regular Meeting held August 18, 2023**
    - **Executive Session held August 18, 2023**
  - b. **Approve First Amendment to Intergovernmental Agreement for Law Enforcement**
  - c. **Approve Intergovernmental Agreement with Dawson County School Board for Extension of Disc Golf Course**
  - d. **Approve Agreement with Dawsonville History Museum for Special Purpose Grant Administration and Project Management**
  - e. **Approve 2024 Solid Waste Collection Service Agreement with Red Oak Sanitation**
  - f. **Approve Special Event with Alcohol – Bootleggers Bar and Grill, October 27-29, 2023**
  - g. **Approve Ratification of Utility Relocation Costs and Agreement on Shoal Creek Road**
-



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7a

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SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 09/18/2023

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST:

**TO APPROVE THE MINUTES FROM:**

- **REGULAR MEETING HELD AUGUST 21, 2023**
  - **EXECUTIVE SESSION HELD AUGUST 21, 2023**
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HISTORY/ FACTS / ISSUES:

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OPTIONS:

**AMEND OR APPROVE AS PRESENTED**

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly Banister, City Clerk

**MINUTES**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, August 21, 2023**  
**5:00 P.M.**

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1. **CALL TO ORDER:** Mayor Eason called the meeting to order at 5:01 pm.
2. **ROLL CALL:** Present were Councilmember Mark French, Councilmember Caleb Phillips, Councilmember John Walden, Councilmember William Illg, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utility Director Jacob Barr, Planning Director Jameson Kinley and Finance Director Robin Gazaway.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Illg.
4. **ANNOUNCEMENTS:** Mayor Eason announced the City's Comprehensive Plan process is almost complete and he thanked all the citizens who participated. He announced the Farmer's Market is still open on Saturdays starting at 8:00 am. Councilmember Walden reported on the successful event held at Main Street Park by Family Connections and is grateful for all of the resources available for residents in the City and County.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by J. Walden; second by W. Illg. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** No participation by the public.
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a - e) made by M. French; second by C. Phillips. Vote carried unanimously in favor.
  - a. Approve Minutes
    - Regular Meeting and held August 7, 2023
  - b. Approve Grant Agreement with Georgia Department of Community Affairs
  - c. Approve Appointment of Field Engineering, LLC as a Secondary Engineering Firm
  - d. Approve Farmer's Market Fee Waiver for DC Health Department Car Seat Safety Check Event – **Fee waiver approved for permit and use of the Farmer's Market totaling \$275.00**
  - e. Approve No Rate Change for 2024 Solid Waste Collection Service Rate and Service Charge – **2024 Solid Waste Collection Service rate from Red Oak Sanitation approved for \$15.90 per can, per month and the service charge approved at \$4.00**
8. **EMPLOYEE RECOGNITION:** The Mayor and Council recognized Hayden Harris as the July Employee of the Month and Annette Watson for one year of service with the City.

#### **PUBLIC HEARING**

9. **ZSP C2300063:** Atlanta Motorsports Park, LLC has petitioned to amend the site plan and the current stipulations; located at 20 Duck Thurmond Road (TMP 070 049 001). Public Hearing Dates: Planning Commission on Monday, August 14, 2023, and City Council Monday, August 21, 2023. City Council for a decision on September 18, 2023

Motion to open the public hearing made by J. Walden; second by W. Illg. Vote carried unanimously in favor. Mayor Eason conducted the public hearing. Planning Director Kinley presented the details surrounding the request.

The following citizens spoke in favor of the request:

- Joey Homans, 272 Hwy 9 S, Dawsonville – He spoke on behalf of the request made by Atlanta Motorsports Park first stating his appreciation for City staff in handling this request but strenuously expressed his concern regarding comments made by a Planning Commission member that “there was an effort to dupe the decision makers” of which he strongly stated he is “unaware of any factual basis for that question and concern” and further applauded the City staff for their professionalism in the matter. He requested the City consider leaving the sound limits as requested with an option to reduce if necessary; he requests the takeout kitchen be considered as shown on the original site plan with proper permits and approval process understanding that if the applicant wants a restaurant, then a separate approval process would be complied with. He further commented regarding a stipulation made by the Planning Commission which would require the applicant to fund an unknown amount to



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improve the intersection of Hwy 53 and Duck Thurmond Road submitting at best it cannot be addressed until GDOT provides costs related to the intersection improvements. He requests Council approve this request with the original conditions recommended by City staff except the previous items mentioned regarding the sound limits. Regarding military and/or law enforcement training at the site, he submits a ten day notice should be sufficient versus a forty-five day notice. Lastly, he requests the Council not lose sight of the value of the Atlanta Motorsports Park to the region.

- Jeremy Porter – 20 Duck Thurmond Rd., Dawsonville – He stated the restaurant was approved approximately seven years ago and was on the plans for the go-cart kitchen and considered a take-out kitchen and was inspected and a CO was issued.

Time allowance of ten minutes expired. Motion to add five minutes for matters in favor of and against the petition made by M. French; second by C. Phillips. Vote carried unanimously in favor.

- Jeremy Porter reiterated it was approved and permits were filed with the City, the Health Department and the Fire Department. He is requesting to receive confirmation on the approval of the takeout kitchen and would move forward with the permitting process for a restaurant. He further stated he has been a good steward and always transparent by providing sound reports.

The following citizens spoke in opposition of the request:

- Richard Wingate, on behalf of West and Helen Hamryka, 683 Duck Thurmond Rd, Dawsonville – He read a letter written by the Hamryka's which outlined their concerns regarding any increase in sound levels, unlimited sound limits for two 4-day weekends a year, a PA system, unrestricted spectator events and the extension of carting hours. They asked for these requests to not be granted, however, they do not object to the additional proposed changes as long as the undisturbed buffers are not altered.
- Doris Adams, 440 High Hopes Farm Rd., Dawsonville – She stated herself and her family have homes on her property near the Atlanta Motorsports Park and they had previously enjoyed tremendous peace and quiet. However, their peaceful homes are now drowned out by racecars and go-carts and they find the noise unbearable. She requests they do not approve the changes.
- Renee Duren, 2602 Sweetwater Juno Rd., Dawsonville – She stated there were three items on the site plan not listed on the staff report including a 15,000 sq ft. building, commercial space under condo building for Phase 7 Condos and construction staging. She said since the zoning is site plan specific, the future use should be accurate. She further stated she is not opposed to a majority of the proposed changes, however, is against any increase in noise and events allowed with unlimited sound; the original stipulations were put in place to protect the homeowners and she is requesting denial for any sound increase.

Mayor Eason asked if Mr. Homans or Mr. Porter would like to respond.

- Joey Homans, 272 Hwy 9 S, Dawsonville – He stated there are people in attendance who support the request and although they have not spoken, he would like them to stand. Eleven people in the audience stood.
- Jeremy Porter, 20 Duck Thurmond Rd, Dawsonville – He provided information to clarify the PA system being louder than the existing go-carts and cars. He also stated the Hamryka's are selling their home and building another one. The fines he received were based on confusion in the writing of the conditions claiming he was only out of compliance one day and the site plan includes all the future buildings.

Motion to close the public hearing was made by M. French; second by J. Walden. Vote carried unanimously in favor.

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**BUSINESS**

10. **FIFTY-SIXTH ANNUAL MOUNTAIN MOONSHINE FESTIVAL: REQUEST FOR ROAD CLOSURES:** Motion to approve the event application for the 56<sup>th</sup> Annual Mountain Moonshine Festival, road closures as presented and waive the Farmer's Market and pavilion rental fees made by M. French; second by C. Phillips. Vote carried unanimously in favor.

11. **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.

Planning Director Kinley presented the request. Mayor Eason reported that some Councilmembers are concerned with some conditions as it relates to the site plan as submitted and recommended tabling the item until the Councilmembers and Planning Department could meet with the Turner's to clarify the concerns.

Motion to table ANX C2100043 and ZA C2100043 to the September 18, 2023 City Council meeting made by W. Illg; second by M. French. Vote carried unanimously in favor.

12. **ANX-C2200170:** B&K Turner Family, LLP has petitioned to annex into the city limits of Dawsonville the 35.31 acre tract known as TMP 083 025, Located at Land Lot 584, 4<sup>th</sup> District, Section 1, with a County Zoning of RA (Residential Agricultural/Residential Exurban) to City Zoning AP (Annexed Property District). Public Hearing Dates: Planning Commission on June 13, 2022, and City Council on June 20, 2022. City Council for a decision on July 18, 2022. Tabled indefinitely on July 18, 2022; On August 7, 2023 item was removed from the table and placed on the August 21, 2023 agenda.

Planning Director Kinley presented the request. Councilmember Illg asked if the City will be the provider of water and wastewater for the property; Planning Director Kinley responded that it would be served by Etowah Water & Sewer Authority and not the City.

Motion to deny ANX C2200170 made by W. Illg; second by M. French. Councilmember Phillips asked if the property, if annexed, would be zoned as it is currently with the County which is agricultural. Attorney Tallant confirmed with the City Zoning AP would have the same performance standards as it is zoned in the County and a request could be made to change the zoning but only after the passing of twenty-four months. Councilmember Phillips stated if the annexation included a zoning request for R3 he would be against it but as it stands, he has no issue with it. Vote did not carry with three opposed (Eason, Phillips, Illg) and two in favor (Walden, French).

Motion to approve ANX C2200170 made by C. Phillips; second by W. Illg. Vote carried with three in favor (Eason, Phillips, Illg) and two opposed (Walden, French). (Exhibit "A")

13. **ORDINANCE NO. 07-2023: AN ORDINANCE TO AMEND THE ALCOHOLIC BEVERAGE ORDINANCES OF THE CITY OF DAWSONVILLE, GEORGIA; TO PROVIDE FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES (FIRST READING: AUGUST 7, 2023; SECOND READING AND CONSIDERATION TO ADOPT: AUGUST 21, 2023):** Attorney Tallant read the second reading of the ordinance. He requested a small change to Section II of the ordinance as submitted to change the word "brewery" to "winery" under § Sec. 3-15 (h).

Motion to approve Ordinance No. 07-2023 and include the change of the word brewery to winery in § Sec. 3-15 (h) made by W. Illg; second by J. Walden. Vote carried unanimously in favor. (Exhibit "B")

**STAFF REPORTS**

14. **BOB BOLZ, CITY MANAGER:** City Manager Bolz reported there were three leak adjustments totaling \$461.13; this is the first adjustment in four months since the new electronic water meter system has been installed.

**MINUTES**  
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**15. ROBIN GAZAWAY, FINANCE DIRECTOR:** Finance Director Gazaway presented the financial reports representing fund balances and activity through June 30, 2023.

**EXECUTIVE SESSION**

At 6:01 p.m. a motion to close regular session and go into executive session for potential/pending litigation was made by J. Walden; second by M. French. Vote carried unanimously in favor.

At 6:26 p.m. a motion to close executive session was made by M. French; second by W. Illg. Vote carried unanimously in favor.

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

**ADJOURNMENT:**

At 6:28 p.m. a motion to adjourn the meeting was made by M. French; second by W. Illg. Vote carried unanimously in favor.

***Approved this 18<sup>th</sup> day of September 2023***

By: CITY OF DAWSONVILLE

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

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

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

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

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

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

STATE OF GEORGIA  
COUNTY OF DAWSON

AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

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

1. The City of Dawsonville Council met in a duly advertised meeting on August 21, 2023.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 6:01 p.m.
4. The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law: (check all that apply)

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

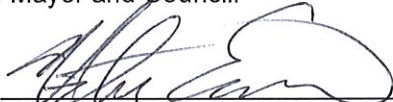
Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and \_\_\_\_\_;

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

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

Other \_\_\_\_\_ as provided in: \_\_\_\_\_.

This 21<sup>st</sup> day of August 2023; By the City of Dawsonville, Mayor and Council:

  
Mike Eason, Mayor

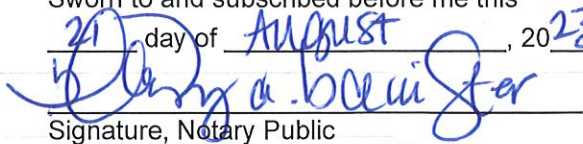
  
Caleb Phillips, Councilmember Post #1

  
William Illg, Councilmember Post #2

  
John Walden, Councilmember Post #3

  
Mark French, Councilmember Post #4

Sworn to and subscribed before me this 21 day of August, 2023.

  
Signature, Notary Public

My Commission expires: Feb 28, 2024





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7b

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SUBJECT: APPROVE FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR  
LAW ENFORCEMENT

CITY COUNCIL MEETING DATE: 09/18/2023

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

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

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

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PURPOSE FOR REQUEST:

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- TO APPROVE AMENDMENT OF INTERGOVERNMENTAL AGREEMENT WITH THE DAWSON COUNTY SHERIFF'S OFFICE FOR LAW ENFORCEMENT SERVICES ALLOWING AN INCREASE IN THE COMPENSATION FOR THE DEPUTIES ASSIGNED TO THE CITY.
  - THIS AMENDMENT WILL ALLOW AN INCREASE IN THE COMPENSATION OF THE OFFICERS ASSIGNED TO THE CITY.
  - THE COST IS AVAILABLE AND BUDGETED FOR IN THE GENERAL FUND.
  - THE COST PER DEPUTY WILL INCREASE OF \$193.83 PER MONTH. FOR BOTH DEPUTIES, THE COST WILL INCREASE FROM \$13,002.38 TO \$13,390.04 PER MONTH. ANNUALLY THE COST WILL INCREASE FROM \$156,028.56 TO \$160,680.48 OR \$4,651.92 PER YEAR.

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HISTORY/ FACTS / ISSUES:

THE CITY AND THE DAWSON COUNTY SHERIFF'S OFFICE ENTERED INTO AN AGREEMENT JUNE 2, 2021 FOR LAW ENFORCEMENT SERVICES.

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

STAFF RECOMMENDS APPROVAL OF AMENDED AGREEMENT WITH THE DAWSON COUNTY SHERIFF'S OFFICE.

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REQUESTED BY: Bob Bolz, City Manager

## **FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT**

The City of Dawsonville (hereinafter “City”), the Sheriff of Dawson County (hereinafter “Sheriff”) and the Board of Commissioners of Dawson County (hereinafter “County”) (collectively “Parties”) hereby enter into this first amendment to the Intergovernmental Agreement for Law Enforcement, and amend the previously executed Intergovernmental Agreement for Law Enforcement as follows:

WHEREAS, the City currently lacks sufficient resources, equipment, and personnel to provide independent law enforcement within the incorporated area of the City; and

WHEREAS, the Sheriff exercises duties and powers within the incorporated area of the City and the unincorporated area of Dawson County; and

WHEREAS, Ga. Const. Art. IX, Sec. II, Para. III(a) and OCGA §15-16-13 permit the Sheriff to perform police functions, exercise power, and to render police services for the City pursuant to an agreement; and

WHEREAS, the Constitution of the State of Georgia, Article IX, Section III, Paragraph I, subparagraph (a), provides that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with services, activities, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the parties previously entered into an Intergovernmental Agreement for Law Enforcement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and

WHEREAS, by duly approving this amendment to that Agreement and spreading same upon the minutes of each respective governing authority, the County and the City hereby declare that this amendment serves the best interest of the citizens in each of their respective jurisdictions.

NOW THEREFORE, in consideration of the promises, covenants, and conditions set forth herein, the City, County, and the Sheriff hereby amend the Intergovernmental Agreement for Law Enforcement as follows:

Section 1: Paragraph 4 of the Intergovernmental Agreement for Law Enforcement is hereby deleted in its entirety, and in its place is adopted a new Paragraph 4 which from this date forward shall read as follows:

4. Compensation for Law Enforcement Services. In accordance with OCGA §15-16-13, the City shall reimburse the County for the costs incurred by the Sheriff in providing the Contract Services (the “Reimbursement Costs”) which includes, but is not limited to, compensation of the two deputy sheriffs, cost of retirement benefits and health insurance for those deputies, workers’ compensation and other fringe benefits, training costs, materials, supplies, and utilities. The initial amount due from the City is \$6,695.02 per

Deputy per month (\$13,390.04 per month for two Deputies), and the amount due may change based upon the costs identified herein to calculate the amount due from the City. The Sheriff shall notify the City and the County of changes at least thirty (30) days before the change in the amount due shall be effective. The Reimbursement Cost shall be paid on the first of the month in advance for services that will be provided by the Sheriff during the month in which payment is received.

Except as amended herein, the Parties readopted and incorporate their Intergovernmental Agreement for Law Enforcement as adopted on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

This \_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF DAWSONVILLE**

Attest: \_\_\_\_\_  
Beverly Banister, Clerk

By: \_\_\_\_\_  
Mike Eason, Mayor

**SHERIFF OF DAWSON COUNTY**

By: \_\_\_\_\_  
Jeff Johnson, Sheriff

**DAWSON COUNTY BOARD OF COMMISSIONERS**

Attest: \_\_\_\_\_  
Kristen Cloud

By: \_\_\_\_\_  
Billy Thurmond, Chairman



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7c

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SUBJECT: APPROVE INTERGOVERNMENTAL AGREEMENT WITH DAWSON COUNTY  
SCHOOL BOARD FOR EXTENSION OF DISC GOLF COURSE

CITY COUNCIL MEETING DATE: 09/18/2023

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

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

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

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PURPOSE FOR REQUEST:

**TO CONSIDER APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DAWSONVILLE AND THE DAWSON COUNTY BOARD OF EDUCATION ALLOWING THE EXPANSION OF THE DISC GOLF COURSE TO BOARD OF EDUCATION PROPERTY ALONG ALLEN STREET ACROSS FROM MAIN STREET PARK AND THE LIBRARY.**

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HISTORY/ FACTS / ISSUES:

- DISC GOLF POPULARITY HAS BEEN OVERWHELMING AND USERS DESIRE AN EXPANDED COURSE.
  - THE CITY MANAGER DISCUSSED THE RELATIONSHIP WITH SCHOOL SUPERINTENDENT NICOLE LECAVE.
  - THE LAND WILL NOT BE PERMANENTLY ALTERED, AND ANY MODIFICATIONS EASILY REMOVED.
  - THE BOARD OF EDUCATION DOES NOT WANT ANY LIABILITY FOR INJURY, LOSS OF POSSESSION, ETC.
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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

**STAFF RECOMMENDS APPROVAL OF PROPOSED IGA AND SUBMITTAL TO THE BOARD OF EDUCATION FOR CONSIDERATION.**

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REQUESTED BY: Bob Bolz, City Manager



## INTERGOVERNMENTAL AGREEMENT

THIS Intergovernmental Agreement (this “Agreement”) is made and entered into as of the \_\_\_\_\_, day of \_\_\_\_\_, 2021, by and between the DAWSON COUNTY SCHOOL DISTRICT, by and through the Dawson County Board of Education (the “Schol District”), and the CITY OF DAWSONVILLE, GEORGIA, a municipal corporation of the State of Georgia (the “City”) (collectively the “Parties”).

### WITNESSETH:

**WHEREAS**, the parties are authorized to enter into this Intergovernmental Agreement pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 regarding intergovernmental contracts (“Intergovernmental Contracts Clause”); and

**WHEREAS**, the Intergovernmental Contracts Clause provides, in pertinent part, as follows:

The state, or any institution, department, or other agency thereof, and any county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.

**WHEREAS**, intergovernmental agreements under Article IX, Section III, Paragraph I must “involve the provision of services, or . . . the joint or separate use of facilities or equipment, and deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide” (*City of Decatur v. DeKalb County*, 289 Ga. 612, 713 S.E.2d 846 (2011) (internal quotations omitted)); and

**WHEREAS**, the City of Dawsonville has constructed a park in the City of Dawsonville identified as Main Street Park, which park is on land owned and operated by the City of Dawsonville on Tax Map Parcel No. D04 020; and

**WHEREAS**, part of the amenities of Main Street Park include a disc golf course, which course has proven to be a popular attraction for the benefit of the public;

**WHEREAS**, the School District owns certain parcels of land which connect to the City’s disc golf course at Main Street Park which parcels of land are at this time being held for future development and use by the School District;

**WHEREAS**, the City and the School District desire to utilize the said land for the public’s best interests, by promoting outdoor activity and recreation, while maintaining the future usable nature of the land for School District purposes;

**WHEREAS**, it is in the best interests of the City of Dawsonville and the School District to promote the health and welfare of citizens and visitors to the area by encouraging walking, exercise, and time spent outdoors; and

**WHEREAS**, the City of Dawsonville desires to construct an extension of its disc golf course and the School District is amenable to such extension being located on School District property; and

**WHEREAS**, the Parties desire to memorialize their agreement in writing as set forth herein:

**NOW THEREFORE**, in consideration of the mutual benefits to the City and School District, and other good and valuable consideration set forth below, the Parties enter into this Intergovernmental Agreement upon the following terms, conditions, and stipulations:

### **1. Extension of Disc Golf Course**

a. *Installation of Disc Golf Course Extension*: The City shall construct an extension of its existing disc golf course on the property of the School District in such a way that the land is not permanently altered. The City's construction activities may include the following, but shall not impact the property of the school district in an unalterable way:

- i. trimming of limbs and shrubs along disc golf course "fairways"
- ii. installation of nine (more or less) disc golf "holes" or "baskets" via basket installation in the ground which will be designed to be easily removed;
- iii. installation of signage related to the disc golf course in substantially the form attached hereto as Exhibit A;
- iv. "tee boxes" made of mulch, pavers, or other ground cover that can be easily removed when needed;
- v. there shall be no buildings, structures, or permanent installations on the School District's property.

b. *Costs*: The City shall bear the complete costs of construction and maintenance of the disc golf course extension. Furthermore, to the extent permitted by Georgia Law, the City shall indemnify protect and defend the School District from any and all claims arising out of or related to the use of the disc golf course to the full extent of the City's negligent liability therefore.

c. *Property Utilized*: the property to be utilized by the City for the construction of this extension of the disc golf course includes the following tax map parcels owned by the School District: D06 022, D06 020, D06 021, and the eastern half of parcel D03 023

d. *Access*: To facilitate appropriate usage and access, the trails and bridge shall be designed and constructed so as to provide access via such motorized vehicles (ATV/UTV) as may be appropriate for trail maintenance, medical services, and law enforcement. The trails shall also

be constructed and maintained so as to comply with any applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, or any other law which would apply to projects of this nature and which are designed to facilitate access in public accommodations.

e. The term of this Agreement shall be for fifty (50) years, however, the foregoing notwithstanding, either party may terminate this agreement on thirty (30) days' written notice provided as described herein, in which case the City shall promptly remove all signage, tee boxes and disc golf holes from the School District's property within the aforesaid thirty day notice period.

**2. No Joint Venture.** The parties all agree that this is a project of the City of Dawsonville, and does not create a joint venture, partnership or any other kind of joint undertaking of the Parties hereto.

**3. Governing Law, Disputes and Venue.** This Intergovernmental Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any disputes or issues arise in connection with this Intergovernmental Agreement which cannot be resolved amicably, then either party shall have the right to request the other party participate in non-binding mediation. The mediator shall be mutually agreed upon, and the costs of the mediator shall be shared equally between the parties. In the event there is no request for mediation or mediation efforts fail, then any dispute or issues shall be resolved through litigation. In the event mediation is unsuccessful or deemed futile, the City and School District shall each be entitled to pursue all available remedies at law or equity; provided that any action or suit related to this Intergovernmental Agreement shall be brought in the Superior Court of Dawson County, Georgia, and the parties hereby submit to the jurisdiction and venue of such court.

**4. Entire Agreement/Amendment.** This Intergovernmental Agreement contains the entire agreement of the parties as to the matters discussed herein, and supersedes all prior communications or agreements, whether oral, written, or understood, regarding the subject of this Intergovernmental Agreement. This Intergovernmental Agreement may be modified or amended only in writing properly executed by both parties.

**5. Assignment.** This Intergovernmental Agreement may be assigned by either party only with the consent of the other party.

**6. Severability.** If any portion of this Intergovernmental Agreement shall be held to be invalid, illegal, void or otherwise unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Intergovernmental Agreement is invalid or unenforceable but that, by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**7. Third Party Beneficiaries.** This Intergovernmental Agreement is entered into for the benefit of the parties hereto only and shall confer no benefits, direct or implied, to any third persons or authorize anyone not a party to this Intergovernmental Agreement to maintain an action pursuant to the terms or provisions of this Intergovernmental Agreement.

**8. Notification.** Any notices required to be given pursuant to the provisions of this Intergovernmental Agreement shall be given in writing and shall be deemed received, and shall be

effective when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the other party at the address given below, or at a substitute address previously furnished to the party by written notice in accordance herewith:

To School District  
Superintendent  
28 Main Street  
Dawsonville, GA 30534

To City of Dawsonville  
City Manager  
415 Hwy. 53 East  
Dawsonville, Georgia 30534

**9. Authority.** Each of the individuals executing this Intergovernmental Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Intergovernmental Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Intergovernmental Agreement is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

**10. Records.** Each party shall maintain any records relating to matters covered by this Intergovernmental Agreement as required by Georgia law. Such records shall be maintained for a period of three years following the termination of this Intergovernmental Agreement.

**11. Modification; Waiver.** No modification or waiver of any of the terms and conditions of this Intergovernmental Agreement shall be effective unless such modification or waiver is expressed in a writing executed by each of the parties hereto.

**12. Force Majeure.** Neither the School District nor the City shall be liable for their respective nonnegligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Intergovernmental Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Intergovernmental Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

**13. Counterparts.** This Intergovernmental Agreement may be executed in multiple counterparts, and each counterpart shall be considered an original.

**14. Interpretation.** The parties hereto have cooperated in the preparation of this Intergovernmental Agreement, and hence, it shall not be interpreted or construed against or in favor of either party by virtue of identity, interest, or affiliation of its preparer.

**IN WITNESS WHEREOF**, the City and the School District have caused this Intergovernmental Agreement to be executed under seal as of the Effective Date first written above.

Adopted this \_\_\_ day of \_\_\_\_\_, 2023.

Dawson County School District

City of Dawsonville, Georgia

\_\_\_\_\_  
Nicole LeCave, Superintendent

\_\_\_\_\_  
Michael Eason, Mayor

Attest:

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Clerk, City of Dawsonville, Georgia

Exhibit A

**Shiner's 9**  
Disc Golf Course



**HOLE**  
**3**

**PAR**  
**3**

**DISTANCE**  
**256'**  
Main  
Street  
Park

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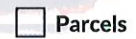




Overview



Legend



Parcel ID: D04 020 001  
Alt ID: 13913  
Owner: CITY OF DAWSONVILLE  
Acres: 6.15  
Assessed Value: \$6751100

Date created: 8/21/2023  
Last Data Uploaded: 8/20/2023 10:31:21 PM

Developed by  Schneider  
GEO SPATIAL



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7d

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SUBJECT: **APPROVE AGREEMENT WITH DAWSONVILLE HISTORY MUSEUM FOR  
SPECIAL PURPOSE GRANT ADMINISTRATION AND PROJECT MANAGEMENT**

CITY COUNCIL MEETING DATE: 09/18/2023

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

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

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

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PURPOSE FOR REQUEST:

**TO APPROVE AGREEMENT WITH THE DAWSONVILLE HISTORY MUSEUM FOR SPECIAL PURPOSE  
GRANT ADMINISTRATION AND PROJECT MANAGEMENT FROM ONE GEORGIA AUTHORITY**

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HISTORY/ FACTS / ISSUES:

- **AGREEMENT DEVELOPED BY CITY ATTORNEY**
- **CITY WILL BE APPLYING FOR A ONE GEORGIA AUTHORITY GRANT ON BEHALF OF  
THE DAWSONVILLE HISTORY MUSEUM**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

**STAFF RECOMMENDS APPROVAL**

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REQUESTED BY: Robin Gazaway, Finance Director/Bob Bolz, City Manager



## AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 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 an outdoor pavilion/stage area, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Michael Eason  
City of Dawsonville, Georgia

\_\_\_\_\_  
Dawsonville History Museum, Inc.  
By : \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk, City of Dawsonville, Georgia

Attest: \_\_\_\_\_



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7e

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SUBJECT: APPROVE 2024 SOLID WASTE COLLECTION SERVICE AGREEMENT WITH  
RED OAK SANITATION

CITY COUNCIL MEETING DATE: 09/18/2023

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

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

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

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PURPOSE FOR REQUEST:

**TO APPROVE THE AGREEMENT WITH RED OAK SANITATION TO PROVIDE SOLID WASTE  
COLLECTION SERVICE FOR 2024**

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HISTORY/ FACTS / ISSUES:

- **MAYOR AND COUNCIL APPROVED NO CHANGE TO RATE AND SERVICE CHARGE FOR 2024 TOTALING \$19.90 COST PER CAN, PER MONTH AT THE 08/21/2023 MEETING**
- **CITY ATTORNEY REVIEWED AND APPROVED THE AGREEMENT**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly A. Banister, City Clerk

## CONTRACT FOR SOLID WASTE COLLECTION SERVICE

THIS CONTRACT FOR SOLID WASTE COLLECTION SERVICE (this "Agreement") made and entered into effective on the 1<sup>st</sup> day of January, 2024, by and between the City of Dawsonville, a political subdivision of the State of Georgia, by and through its City Council, hereinafter referred to as "City," and Red Oak Sanitation Inc., a Georgia Corporation, acting by and through its duly authorized officers hereinafter referred to as "Contractor."

WHEREAS, it is necessary for City to promote, preserve and protect the public health of its citizens; and

WHEREAS, the removal of garbage, rubbish and other waste material generated within the City is a valid exercise of City's police power, and

WHEREAS, the granting of an exclusive Contract to a private corporation for the collection and disposal of solid waste is a valid function of City; and

WHEREAS, City and Contractor desire to enter into an agreement, under the terms of which, Contractor shall have an exclusive Contract for a specified period of time for the collection and disposal of all Residential Solid Waste generated within the City, and

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection and disposal services as herein set out, and for the compensation as hereinafter provided; and

WHEREAS, it is the intent of the City that the owner or occupant of every Residential Premises and Commercial Hand-load Customer in the incorporated area of the City shall receive solid waste collection and disposal services provided by Contractor, and

WHEREAS, City agrees to bill and collect the fees from the Residents and Commercial Hand-load Customers for Contractor's solid waste collection services to the City, and the City agrees to pay for such services.

THEREFORE, City and Contractor agree as follows:

### 1. **DEFINITIONS**

For purposes of this Agreement, the following terms shall be defined as follows:

- 1.1 Brown Goods: Those items of furniture, such as sofas, chairs, tables, carpets and other large items, which cannot reasonably be placed in a residential garbage can or 95-gallon cart.
- 1.2 Cart: A rollout receptacle for Residential Solid Waste with a capacity of not less than 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors.
- 1.3 C & D Materials: Waste materials generated by the construction, remodeling, repair or demolition of residential, commercial or other structures.
- 1.4 Commercial Premises: All non-Residential Premises, public or private, requiring solid waste collection within the incorporated area of the City, including commercial, industrial, institutional, and governmental premises.

- 1.5 Commercial Hand-load Customer: All Commercial Premises utilizing a Cart for the placement of their solid waste for collection by the Contractor.
- 1.6 Commercial Solid Waste: All Garbage, Rubbish and other acceptable waste generated by a Commercial Premises and all C & D Materials, excluding Hazardous Waste.
- 1.7 City: City of Dawsonville, Georgia.
- 1.8 Curbside: The location adjacent to the traveled portion of a publicly owned roadway designated by the Contractor for the placement of Carts and other solid waste for collection.
- 1.9 Agreement: This contract agreement, including exhibits and any amendments thereto, agreed to by the City and the Contractor during the term of the Agreement.
- 1.10 Contractor: Red Oak Sanitation, Inc.
- 1.11 Garbage: Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.
- 1.12 Hazardous Waste: Any solid waste identified or listed as a hazardous waste by any agency of the State of Georgia or the administrator of the U.S. Environmental Protection Agency pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 72 U.S.C. 6901 et seq., as amended, including future amendments thereto.
- 1.13 Residential Premises: A dwelling within the incorporated area of the City occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.
- 1.14 Residential Solid Waste: All Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C & D Materials, Yard Waste, White Goods, Hazardous Waste, or other unacceptable materials.
- 1.15 Rubbish: Non-putrescible solid waste consisting of paper, rags, cardboard, cartons, , , plastics, glass, crockery, metal cans or other such residential waste.
- 1.16 White Goods: Refrigerators, ranges, washers, water heaters, and other similar domestic appliances.
- 1.17 Yard Debris: Leaves, brush, grass clippings; shrubs, tree prunings, and other vegetative materials from the maintenance of yards, lawns and landscaping at Residential Premises.

## 2. **SCOPE OF WORK**

The work under this Contract shall consist of the work and services to be performed in the collection and disposal of Residential Solid Waste generated in the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work and services in accordance with the terms of this Agreement.

## 3. **COLLECTION**

### 3.1 Service Provided.

- (a) Contractor shall collect Garbage and Rubbish from each Residential Premises and Commercial Hand-load Customer one (1) time per week at Curbside. Once per week curbside service shall consist of the one ninety-five (95) gallon cart supplied



by the City, plus extra trash. Extra trash cannot consistently exceed 50 gallons per week, or an additional cart will be required for \$10/month.

- (b) The Contractor shall collect up to four (4) bags or bundles of Yard Debris placed Curbside on the first Wednesday of each month from the Residential Premises. All yard waste must be cut and bundled in sections no greater than three (3) feet in length. Bundles may be no larger than twelve (12) inches in diameter. Bags, cans, or bundles cannot exceed twenty (20) pounds in weight. Large branches & limbs cannot exceed 3 inches in diameter or 3 feet in length.
- (c) Contractor will not take any construction debris, rock, dirt, sod, mulch, railroad ties, concrete, paint, oil, logs, or trees. Contractor does not offer a tree removal service.
- (d) The day of collection shall be Wednesday unless otherwise mutually agreed by Contractor and City.
- (e) The occupant of the Residential Premises and Commercial Hand-load Customer shall bag garbage and rubbish, and place only Garbage and Rubbish in the proper container.
- (f) The occupant of the Residential Premises and Commercial Hand-load Customer shall place the container(s) at Curbside by 6:00 AM on the designated collection day. The occupant of the Residential Premises shall place Yard Debris in paper bags designed for Yard Debris at Curbside by 6:00 AM on the designated collection day.
- (g) Contractor shall not be responsible for collection of Garbage and Rubbish not placed in the proper container.
- (h) Contractor shall not be responsible for any container, or Yard Debris, not in the proper location at time of service, which is Curbside.
- (i) Occupants of Residential Premises and Commercial Hand-load Customer may request more special services at a price to be agreed upon by the occupant and Contractor and paid monthly by the occupant directly to contractor via ACH.

3.2 Elderly and Disabled. Contractor shall provide side-door pick-up to elderly or disabled residents as designated by the City who are physically unable to place container at Curbside on pick-up day. In no case will the quantity of persons receiving backyard pick-up exceed two percent (2%) of the total Residential Premises. Contractor shall provide side-door Residential Solid Waste collection service at no additional charge for those residents not physically able to take Carts to Curbside, provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside and the resident provides an affidavit from a physician certifying the physical disability. In no event will side-door or backdoor service be provided at a distance of more than 150 feet from the public roadway. In the event where side-door or backdoor service is provided pursuant to this Section, the occupant shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste in bags, designed to accommodate storage of waste, each bag not to exceed 30 pounds in weight.

3.3 Location of Containers for Collection. The Container and bagged Yard Debris shall be placed at Curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers,

bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container not so placed or any residential or commercial refuse not in a bag.

#### 4. **ROUTES AND HOURS OF COLLECTION OPERATION**

4.1 Hours of Operation. Collection of Residential Solid Waste shall not start before 6:00 AM nor continue after 7:00 PM on the same day.

4.2 Routes of Collection. Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or day of collection, which approval shall not be unreasonably withheld. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Residential Units.

4.3 Holidays. The following shall be holidays for the purpose of this Contract:

New Years' Day	July 4 <sup>th</sup>	Thanksgiving Day
Memorial Day	Labor Day	Christmas Day

Contractor may decide to observe any or all of the above mentioned Holidays by suspension of collection service on the holiday, but such decision does not relieve the Contractor of his obligation to provide collection service at least once per week (Monday - Friday) within the Holiday Week. The Contractor will not be allowed Sunday collection during a Holiday Week.

4.4 Complaints. All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse not collected within 24 hours after the complaint is received.

4.5 Containers. The Contractor agrees to be back charged for trash containers that require replacement due to the negligence and/or abuse of Contractor's personnel during refuse collection.

4.6 Collection Equipment and Personnel. The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Residential Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

4.7 Office. The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient local service telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. daily on regular collection days.

4.8 Access. The Contractor shall be required to provide collection services to all Residential Premises located on roadways accessible to standard waste collection vehicles. The City shall maintain all publicly-owned roads and bridges in a condition that affords access by Contractor's standard waste collection vehicles. The City shall require occupants of Residential Premises to place Carts and bagged Yard Debris at curbside for collection. The City shall require occupants of Residential Premises not accessible to standard waste collection vehicles to place Carts and bagged Yard Debris at an accessible location on a roadway agreed upon by the occupant and the Contractor. If the City or Contractor determines that, for whatever reason, the occupants of Residential Premise cannot place

the Cart and bagged Yard Debris at curbside adjacent to a publicly owned roadway, then the Contractor will provide the collection service at a location agreed upon by Contractor and the occupant, except as provided in Section 3.2 of this Contract.

## 5. DISPOSAL

- 5.1 Disposal. All Garbage, Rubbish and Yard Debris collected for disposal by the Contractor shall be disposed of in a fully permitted, Sub-title D Municipal Solid Waste Landfill with tipping fees paid by the Contractor. Should tipping fees at the landfill rise during the contract period, an adjustment to the monthly fee shall be made based on 195 pounds per residential unit per month. An example calculation is shown:

45 lbs. per house/week X 52 weeks/year / 2000 lbs. X New Tip Fee /12

45 lbs. per house/week X 52 weeks/year / 2000 lbs. X Existing Tip Fee / 12 months

The difference between the two figures is the monthly increase per Residential Unit.

Proof of the increase of landfill fees must be provided by the Contractor to the City prior to any disposal increase and only the difference in the amount old and new landfill rates can be increased.

## 6. COMPENSATION

- 6.1 Rates of Compensation for One (1) Year Rate Period. Contractor shall be paid by the City for solid waste collection, Yard Debris removal, and disposal services provided hereunder at the rate of **\$15.90** per month per address (Residential or Commercial Hand-load) There shall be no charge for services provided to City Hall.
- 6.2 Renewal; Rates of Compensation for Subsequent One (1) Year Rate Periods. Upon the mutual agreement of the City and Contractor, the parties may renew this Agreement for additional terms. Prior to the end of the initial one (1) year term of this Agreement, and at each one (1) year interval thereafter, the City and the Contractor may enter into negotiations to establish, and agree upon, rates of compensation to be paid to Contractor during the next ensuing one (1) year term. The rates shall be based on Contracts' capital, operating, disposal, and management costs projected to be incurred during the next one (1) year term, and a fair and reasonable profit margin thereon. In the event that the City and Contractor are unable to agree on rates to be paid to Contractor during the next one (1) year term by not later than 90 days prior to the end of the then current year term, this Agreement shall terminate pursuant to Section 11 hereof.
- 6.3 Rate Adjustments Due to Significant Changes. The rates set forth in Section 6.1 shall be fixed for the initial one (1) year term of this Agreement, and shall only be adjusted to compensate Contractor for:

Any change in Governmental laws, ordinances, regulations, assessments, fees or taxes that require Contractor to incur additional costs in the performance of services pursuant to this Agreement (Changes in Law), including changes in disposal fees due to such Changes in Law. In the event that any of the above events occur, Contractor shall determine the amount of rate adjustment required to compensate Contractor for the additional, fully justifiable costs and shall petition the City for approval of the rate adjustment, which approval shall not be unreasonably withheld. Contractor agrees to continue solid waste collection and disposal services during

any dispute, with the City, if any, until any dispute is resolved, and the City and Contractor agree to adjusted rates of compensation.

- 6.4 City to Act as Collector. The City under the base bid shall submit statements and collect from all Residential Units and Commercial Hand-load Premises for services provided by the Contractor pursuant to this Agreement, except for those extra services outlined in Section 3.1 (i).
- 6.5 Delinquent and Closed Accounts. Upon written notice sent by the City, the Contractor shall discontinue refuse collection service at any Residential or Commercial Premises. Upon further written notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day.
- 6.6 Contractor Billings to City. The Contractor shall bill the City on, or before, the first of each month which collection service will be provided, and the City shall issue payment within fifteen (15) days of receipt of said bill.. Such billing and payment shall be based on the total number of Residential and Commercial Hand-load Premises in the incorporated areas of the City and the price rates set forth in Section 6.1. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from the customer for such service.

The same service and rates shall be extended to any areas which may be annexed by the City during the term of the contract, or any new developments within the incorporated limits of the City. City will inform contractor of each and every new home that is added to the route no less than thirty (30) days prior to the first service day.

7. **NON-DISCRIMINATION**

In the performance of the work and services to be performed under the terms hereof, the Contractor covenants and agrees not to discriminate against any person because of race, sex, creed, color, religion or national origin.

8. **INDEMNITY**

The Contractor will indemnify, hold harmless, and defend the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees incidental to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor its officers, agents, servants and employees.

9. **FORCE MAJEURE**

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to riots, war, fire, acts of God (including without limitation flood, hurricane, tornado or storm), compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as "Force Majeure Event"). In addition, the performance required under this Contract does not include the collection or disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, the Contractor will vary routes and schedule as may be deemed necessary. In addition, the City and Contractor shall negotiate the amounts to be paid Contractor for services to be performed as a result of increased volumes resulting from a Force Majeure Event or any other event over which Contractor has no control.

10. **LICENSES AND TAXES**

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by the City and State.

11. **TERM**

The term of this Agreement shall begin on **1<sup>st</sup> day of January, 2024** and continue for a period of one (1) year. Pursuant to Section 6.2 hereof, the Contractor or the City shall have the right to terminate this Agreement at the end of the one (1) year term or at the end of any renewal one (1) year term.

12. **REPORTS**

Contractor shall provide various reports to the City as may be required from time to time by the City.

13. **INSURANCE**

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage with a combined limit of no less than \$1,000,000. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

14. **COMPLIANCE WITH LAW**

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, including without limitation, ordinances, laws and statutes of the City, state and federal governments. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any applicable law, ordinance, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Contract.

15. **ASSIGNMENT**

Contractor's rights accruing under this Contract may be assigned in whole or in part by the Contractor without the prior written approval or consent of the City. As a condition of such assignment, the assignee shall agree to assume the obligations of Contractor hereunder.

16. **EXCLUSIVE CONTRACT**

The Contractor shall have the sole and exclusive contract to provide solid waste collection and disposal service in the incorporated area of the City of Dawsonville. The City hereby grants and the Contractor hereby accepts the sole and exclusive contract, license and privilege to provide collection and disposal service to all Residential and Commercial Hand-load Premises in the incorporated area of the City of Dawsonville for the initial one (1) year term of this Agreement and all renewal terms thereto. The City further agrees that so long

as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of solid waste collection and disposal services during the term hereof or any renewal terms.

**17. OWNERSHIP**

Title to the Residential Solid Waste and Yard Debris to be collected under this Contractor shall pass to the Contractor once it is placed in the vehicle under control of the Contractor.

**18. TERMINATION AND ATTORNEY FEES**

18.1 In the event of an alleged material breach of this Contract, the City shall provide written notice of such breach to the Contractor. If within 20 days from receipt of such notice, the Contractor has either failed to correct the condition or reach an agreement with the City on a mutually satisfactory solution, then the City may, within 10 days, require the Contractor to appear before the City Council, at either a regular or specially called meeting, to show cause why the Contract should not be terminated. After such meeting the Council may elect to:

- (i) provide written notice to the Contractor that the Contract will be terminated;
- (ii) extend the time to allow Contractor to cure the breach; or
- (iii) impose sanctions or other remedies without terminating the Contract.

18.2 Costs. In the event that either party is required to take any legal action to enforce the terms and conditions of this Agreement because of the breach of or failure to perform any term or condition by the other party, the breaching party agrees to pay all reasonable costs expended by the other party, including reasonable attorney fees.

**19. MISCELLANEOUS PROVISIONS**

19.1 Choice of Law. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of law.

19.2 E-verify. Contactor shall execute the E-Verify affidavit attached hereto as Exhibit A.

19.3 Entire Agreement. This instrument and the attached exhibit contain the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Agreement may not be amended except by a subsequent modification in writing, signed by the parties hereto or by an ordinance adopted by City modifying the rates to be charged hereunder in accordance with the provisions of Section 6 hereof.

19.4 Severability. If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Contract had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

19.5 Captions. The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

- 19.6 City's Authority. The parties signing this Contract on behalf of the City have been authorized to do so by specific action of the Mayor and City Council of the City of Dawsonville adopted in open meeting and of record in its official minutes.
- 19.7 .Notices. All notices under the terms of this Agreement shall be hand delivered, delivered by Certified Mail or delivered by nationally recognized overnight delivery service to the address set forth hereinbelow or at such other future address as may be provided by one to the other.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

City of Dawsonville, GA  
415 Hwy 53 E, Suite 100  
Dawsonville, GA 30534

Red Oak Sanitation  
2 Ruby Street  
Gainesville, GA 30503

\_\_\_\_\_  
By: Mike Eason, Mayor

\_\_\_\_\_  
By: Marlon Luce, President

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

\_\_\_\_\_  
Witness

**EXHIBIT "A"**

**Affidavit Pursuant to Georgia Immigration Laws**

Note: As a prerequisite to certain interactions with government entities, Georgia Law requires an affidavit regarding the subjects indicated herein.

- 1. I am over the age of 18, of sound mind, and am competent to make this Affidavit.
- 2. Initial all that apply (you may initial more than one):

\_\_\_\_\_ I execute this Affidavit as an applicant for a Public Benefit. Public Benefits include Retirement Benefits, Health Benefits, Disability Benefits, Business Loans, Business Licenses, Professional Licenses, Certificates authorizing the transaction of regulated businesses, other benefits as referenced and defined in O.C.G.A. Section 50-36-1, and as defined by the Attorney General of the State of Georgia.

\_\_\_\_\_ I execute this Affidavit as a contractor or subcontractor on a project of the City of Dawsonville, Georgia.

- 3. I submit this affidavit on behalf of \_\_\_\_\_ (self or business entity).
- 4. With respect to my personal presence in the United States, I state as follows:

- a. \_\_\_\_\_ I am a United States citizen. **OR**
- b. \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act lawfully present in the United States. I have provided my Alien Registration Number or, in the event I do not have an Alien Registration Number, I have provided another identifying number below.\*

5. *(For Contractors, and Subcontractors Only)* With respect to efforts to verify the lawful presence of persons employed or engaged by me or the entity on behalf of which I sign this Affidavit, I affirm (a) that I or the entity on behalf of which I submit this affidavit has registered with, is authorized to use, and uses the system known as "E-Verify" to determine immigration status of all employees, contractors or subcontractors, as the case may be; (b) that the pertinent **E-Verify user number and date of authorization** are \_\_\_\_\_ and \_\_\_\_\_; (c) that E-Verify will be used to verify the immigration status of all employees and contractors/subcontractors in the future, indefinitely; (d) that I will only enter into subcontracts with individuals or entities who also use E-Verify; and (f) that I will notify the City of Dawsonville, Georgia immediately if there should be any change in the above stated E-Verify usage.

6. In making the above representations under oath, I understand that the City of Dawsonville, Georgia and its employees are relying upon this affidavit, and I hereby authorize them to do so. I am aware that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print: \_\_\_\_\_

\* \_\_\_\_\_  
Alien Reg. No. or Other Identifying No. for Non-Citizens

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**\*Note:** O.C.G.A. § 50-36-1(f)(1)(B)(ii) requires that aliens under the federal Immigration and Nationality Act, as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. **Qualified aliens that do not have an alien registration number may supply another identifying number.**

OFFICE USE ONLY: Type of Secure and Verifiable Document: \_\_\_\_\_





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7f

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SUBJECT: **APPROVE SPECIAL EVENT WITH ALCOHOL PERMIT –  
BOOTLEGGERS BAR AND GRILL, OCTOBER 27-29, 2023**

CITY COUNCIL MEETING DATE: 09/18/2023

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

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

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

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PURPOSE FOR REQUEST:

**TO CONSIDER APPROVAL FOR SPECIAL EVENT ALCOHOL PERMIT AND SITE PLAN FOR  
DAWSONVILLE HISTORY MUSEUM**

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HISTORY/ FACTS / ISSUES:

- **EVENT TO BE LOCATED AT WINNER CIRCLE AT GEORGIA RACING HALL OF FAME ON, OCTOBER 27-29, 2022.**
- **PERMIT PREVIOUSLY APPROVED FOR THE GEORGIA RACING HALL OF FAME – MOONSHINE FESTIVAL OUTSIDE BAR, GREATER ATLANTA AUTO AUCTION AND MEMORIAL DAY CAR SHOW.**
- **STATE AND LOCAL PERMIT APPLICATION HAVE BEEN COMPLETED THROUGH THE STATE LICENSING PORTAL.**
- **REQUEST BY MUSEUM DIRECTOR CINDY ELLIOTT.**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:  
**STAFF RECOMMENDS APPROVAL**

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REQUESTED BY: Bob Bolz, City Manager



**City of Dawsonville**  
 415 Highway 53 East Suite 100  
 Dawsonville, Georgia 30534  
 Phone: (706)265-3256  
 Email [permit.tech@dawsonville-ga.gov](mailto:permit.tech@dawsonville-ga.gov)  
 Website: [www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)

**City Special Event  
 Alcohol Permit Application  
 One per Event**

Application **MUST** be received a minimum of 15 days prior to the event with all documentation included. Permit **MUST** be picked up and displayed at the event along with State of Georgia Special Event Alcohol License. All requirements of Chapter 3 of Dawsonville's Code of Ordinances ([municode.com](http://municode.com)) and State law must be complied with. Notice will be provided to Dawson County Sheriff's Office.

Type of License:	Fee	Date Received
Special Event Alcohol Permit	\$50	

**INFORMATION:** Contact Person: Cindy Elliott Phone# \_\_\_\_\_  
 Name of Organization: Dawsonville History Museum DBA GRHOF  
 State Special Event Alcohol License # \_\_\_\_\_ (may be filled in later if City permit obtained first; copy must be provided prior to event)  
 Address: 415 HWY 53 E Phone# 706-266-7223  
 City: Dawsonville State: GA Zip: 30534  
 Email Address: \_\_\_\_\_ Web Address: WWW.GEORGIAHISTORYHOF.COM

**LOCATION OF EVENT:** Contact Person at Location: Cindy Elliott  
 Location Name: GRHOF  
 Address: 415 HWY 53 E Phone# 706-266-7223  
 City: Dawsonville State: GA Zip: 30534 Fax# \_\_\_\_\_

**EVENT INFO:** Date(s): 10/27, 28 & 29 Time: Start: 8:00 (a.m.) / p.m. End: 8:00 a.m. / (p.m.)  
 Type of Event Boutlegger Bar & Grill  
 # of Participants Expected 1000 Alcohol to be served:  Inside  Outside

The following documents must be attached in order to process this application:

- Operational Plan
- Copy of servers' permits

**OATH:** I, Cindy Elliott, do solemnly swear, subject to the penalties of false swearing, that the information contained in this application is true and correct. In addition, I agree to abide by the rules and regulations of the City of Dawsonville's Alcohol Ordinance. I further understand that I am responsible for providing, at my own expense, the necessary licensed servers, security and emergency services

Cindy Elliott 8/28/23  
 Applicant's Signature Date

**FOR OFFICIAL USE ONLY:**

Completed Application Date: \_\_\_\_\_ Amount Paid \$ \_\_\_\_\_ Check # \_\_\_\_\_ / Cash Received by \_\_\_\_\_

- Copy of State Alcohol License Received
- Operational Plan Received
- Servers' Permits Received
- Sheriff Notified \_\_\_\_\_
- Approved by City Manager \_\_\_\_\_ Date \_\_\_\_\_
- Special Event Alcohol Permit Issued \_\_\_\_\_

# Boothleggers Bar & Grill Moanshire Fest.

- BAR
- CARS
- Merchandise

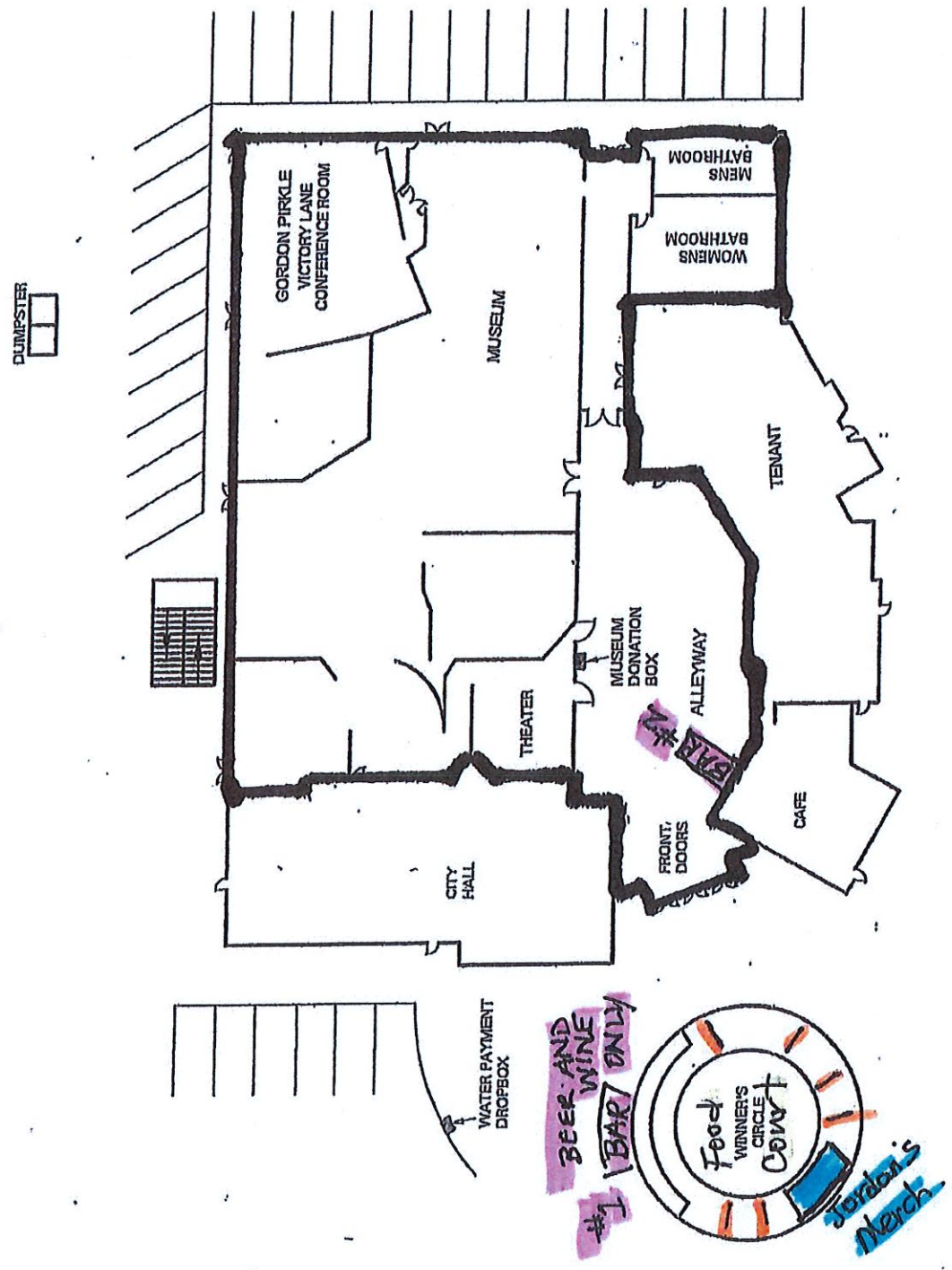


Exhibit "A"

# CITY OF DAWSONVILLE

CITY OF DAWSONVILLE  
415 HWY 53 EAST STE 100  
DAWSONVILLE GA 30534

Phone: (706)265-3256  
Fax: (706)265-4214

**License Id:** L2400030                      **Issued Date:** 10/27/23  
**Effective Date:** 10/27/23                      **Expiration Date:** 10/29/23  
**License Type:** CITY SPECIAL EVENT ALCOHOL PER  
**Business Name:** BOOTLEGGERS BAR & GRILL  
**Legal Name:** GEORGIA RACING HALL OF FAME  
**Business Location:** 415 HIGHWAY 53 EAST, STE 110



# 2023

DAWSONVILLE HISTORY MUSEUM  
CINDY ELLIOTT  
415 HWY 53 EAST, STE 110  
DAWSONVILLE, GA 30534

### Summary of Services:

**Description**  
CITY SPECIAL EVENT ALCOHOL PER

\_\_\_\_\_  
Authorized Signature

This License is a mere privilege subject to be revoked and annulled, and is subject to any further ordinances which may be enacted and/or amended.

**TO BE PLACED IN A CONSPICUOUS PLACE**

**License Id:** L2400030                      **Issued Date:** 10/27/23  
**Effective Date:** 10/27/23                      **Expiration Date:** 10/29/23  
**License Type:** CITY SPECIAL EVENT ALCOHOL PER

# 2023

**Business Name:** BOOTLEGGERS BAR & GRILL  
**Business Location:** 415 HIGHWAY 53 EAST, STE 110

DAWSONVILLE HISTORY MUSEUM  
CINDY ELLIOTT  
415 HWY 53 EAST, STE 110  
DAWSONVILLE, GA 30534

# FILE COPY

### Summary of Services

**Description**  
CITY SPECIAL EVENT ALCOHOL PER

## Permit Tech

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**From:** Cindy Elliott  
**Sent:** Monday, August 28, 2023 1:00 PM  
**To:** Permit Tech  
**Subject:** Georgia Tax Center

<https://gtc.dor.ga.gov/#22>

### e-Services

- [Support](#)
- [Dawsonville History Museum](#)

## Confirmation

### Submission Information

Logon	garhof
Status	Submitted
Confirmation Number	0-035-952-328
Taxpayer Name	DAWSONVILLE HISTORY MUSEUM, INCORPORATED
Federal Employer ID #	
Submission Title	New Account Registration
Submitted	28-Aug-2023

Your confirmation number is **0-035-952-328**.

Your request has been submitted and will be processed in the order that it was received.

If you have any questions, please contact us at 1-877-GADOR11 (1-877-423-6711).

**Printable View**

**OK**

Cindy K. Elliott  
Executive Director  
Georgia Racing Hall of Fame



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7g

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SUBJECT: APPROVE RATIFICATION OF UTILITY RELOCATION COSTS AND AGREEMENT  
ON SHOAL CREEK ROAD

CITY COUNCIL MEETING DATE: 09/18/2023

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

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

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

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PURPOSE FOR REQUEST:

**TO RATIFY POST-HOC CITY MANAGER'S REQUEST AND CITY COUNCIL'S APPROVAL OF FUNDING FOR THE RELOCATION OF UTILITIES NEEDED FOR THE SHOAL CREEK BRIDGE REPLACEMENT BY GDOT AND APPROVE AGREEMENT WITH GDOT**

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HISTORY/ FACTS / ISSUES:

**STAFF HAD BEEN IN NEGOTIATION WITH GDOT FOR RELOCATION OF A CITY WATERLINE AS NEEDED FOR THE SHOAL CREEK BRIDGE PROJECT. THE ESTIMATED COST WAS OVER \$141,000.00. STAFF NEGOTIATED THEM DOWN TO \$70,000.00. WHEN GDOT WAS ADVISED THAT THE CITY MANAGER COULD NOT APPROVE AN EXPENSE THAT WAS NOT AN EMERGENCY OVER \$25,000.00, THEY OFFERED A REDUCTION OF \$30,000.00 IF WE COULD PROCEED SOONER. THE CITY COUNCIL WAS POLLED IN AN EFFORT TO SAVE THE CITY \$30,000.00.**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

**A MOTION TO APPROVE MAXIMUM CONTRIBUTION OF \$40,805.00 FROM THE ENTERPRISE FUND CAPITAL TOWARD A TOTAL CONTRACT PRICE OF \$141,610.00 AND AGREEMENT WITH GDOT**

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REQUESTED BY: Bob Bolz, City Manager





Russell R. McMurry, P.E., Commissioner  
One Georgia Center  
600 West Peachtree NW  
Atlanta, GA 30308  
(404) 631-1990 Main Office

September 6, 2023

*Sent via E-mail & U.S. Mail*

Mr. Bob Bolz,  
City Manager, City of Dawsonville  
415 Hwy 53E, Suite 100  
Dawsonville, GA 30534

**RE: GDOT Project: P I No: 0008759; Dawson County  
CR 224 / Shoals Creek Road @ Shoal Creek  
Bridge Replacement  
City of Dawsonville; Utility-Aid Request Approval**

Dear Mr. Bolz,

This letter is in response to your request for the Department to consider assisting the City of Dawsonville with funding for the water relocations on the above referenced project, which is currently scheduled for the **November 2023 letting**.

Based upon review of the Utility-Aid package and plans you submitted to the State Utilities Office, the **Department will assume 75% of the construction relocation costs** of the water facilities in conflict with the proposed project, excluding betterment, currently estimated at \$ **106,207.50**. **The City will be responsible for 25% of the construction relocation costs** of the water facilities in conflict with the proposed project, currently estimated at \$ **35,402.50**. **The current total estimated construction relocation cost is approximately \$141,610.00**. The City will be responsible for 100% of the preliminary engineering cost and any betterment item costs associated with relocation design of the subject facilities. **The City's maximum contribution is limited up to \$ 40,805.00 for the construction relocation costs.**

The following general requirements shall apply to this aid:

1. The City will routinely budget for potential relocation liabilities for permitted facilities on right of way under the jurisdiction of the Department. The City may be asked to provide verification that this responsibility is met prior to approval of permits.
2. All relocation work required for this project shall be included in the Department's project contract. Therefore, the City will enter into a Memorandum of Understanding (MOU) and Contract Item Agreement (CIA) with the Department to perform the utility relocation required for this project. In this MOU, the City will agree that construction engineering and contract supervision shall be the responsibility of the Department and the Department shall be responsible to assure that all utility work is accomplished in accordance with the plans and specifications and to consult with the City before authorizing any changes or deviations which affect the City's facilities. The City must coordinate with the Department's District Utilities Office so that arrangements are made to ensure that relocation plans are prepared to meet the Department's schedule and plan standards.

Mr. Bob Bolz  
City Manager, City of Dawsonville  
GDOT Project P.I. No. 0008759; CR 224 / Shoals Creek Road @ Shoal Creek – Bridge Replacement.  
Dawson County; Utility-Aid Request Approval  
September 6, 2023  
Page 2 of 2

3. The City must complete preliminary engineering at its own expenses. The City shall ensure that engineering for this work is performed according to current Department Standards. The City must coordinate with the Department's District Utilities Office, so that arrangements are made to ensure that the engineering is completed and approved without delay to the project's schedule.
4. The Department cannot bear the cost of any "betterment" items. If betterment is included in the Department's plans, the Department will only pay up to the approved estimated amount for Utility-Aid. The City will be responsible for any additional cost resulting from "betterment" items.

Please make completion of preliminary engineering an urgent matter and continue coordination with the District Utilities Office to finalize arrangements. All such correspondence should be sent to the following address:

Ms. Yulonda Pride-Foster  
District 1 Utilities Manager  
Georgia Department of Transportation  
1475 Jesse Jewell Pkwy NE, Suite 100  
Gainesville, GA 30501

If you have any questions or need any additional information on this matter, please contact me at 404-631-1380.

Sincerely,



Nicholas Fields  
State Utilities Administrator

NF: SPJ

cc: Rudy Bowen, Board Member, *via email*  
Russell R. McMurry, P.E., Commissioner, *via email*  
Brad Saxon, P.E., Deputy Commissioner, *via email*  
Meg Pirkle, P.E., Chief Engineer, *via email*  
John Hibbard, P.E., Director of Permits and Operations, *via email*  
Angie Robinson, Financial Management Administrator, *via email*  
William Wright Jr., Local Grants Administrator, *via email*  
Kelvin H. Mullins, District 1 Engineer, *via email*  
SueAnne Decker, P.E., District 1 Preconstruction Engineer *via email*  
Yulonda Pride-Foster, District 1 Utilities Manager, *via email*  
Sumit Gevaria, Project Manager  
Utility-Aid File





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

September 12, 2023

Honorable Mike Eason  
Mayor  
City of Dawsonville  
415 Highway 53 East, Suite 100  
Dawsonville, Georgia 30534

Subject: **Project No. CSBRG-0008-00(759)**  
**P.I. No. 0008759, Dawson County**  
**Contract Item Agreement Undated – Water Facilities**

Dear Honorable Mayor Eason:

In accordance with your request, the adjustment of Water facilities belonging to the City of Dawsonville is being included in the Department's contract for the roadway work on the above numbered project.

We are transmitting three counterparts of an undated Contract Item Agreement which sets forth the conditions under which the State agrees to have its Contractor perform the work and by which the City of Dawsonville will reimburse the Department for this work. As outlined in Article 8, the non-binding Pre-let estimate not including betterment for this work is **\$141,610.00** of which the Department will bear **75% or \$106,207.50 for the In-Kind costs in Utility Aid** and the City of Dawsonville will bear **25% or \$35,402.50 (with a maximum contribution limited up to \$40,805.00 as outlined in the Utility Aid Approval Letter) for the In-Kind costs**. Also, attached is a cost estimate supporting the Agreement.

If the Agreement meets with your approval, please handle for execution on behalf of the City of Dawsonville and return all three (3) counterparts to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10<sup>th</sup> Floor, Atlanta, Georgia 30308, for execution on behalf of the Department. Also, complete the attached resolution form and insert the date of resolution on page 5 of the Agreement. The Official Seal of the City of Dawsonville is also required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

Also, please provide the City of Dawsonville's Federal Employee Identification Number (FEIN) in the blank shown on page 4 of the Agreement.

Honorable Mayor Mike Eason  
Project No. CSBRG-0008-00(759)  
P.I. No. 0008759, Dawson County  
Contract Item Agreement Undated – Water Facilities  
September 12, 2023; Page 2 of 2

In accordance with Articles 8, 9, and 10 of the Agreement, the Department shall notify the City of Dawsonville in writing the amount due the Department based upon the aforementioned commitment letter at the time of execution. At that time a check for the amount required to perform the work will be requested as outlined in the Agreement.

The Department will refund any overpayment or request in writing that the City of Dawsonville pay the Department the revised amount as determined by the aforesaid method.

If you have any questions or need further information, please contact Danah Bonny at 404-631-1709 or by email at [dbonny@dot.ga.gov](mailto:dbonny@dot.ga.gov). Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10<sup>th</sup> Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Shajan Joseph', with a stylized flourish at the end.

Shajan Joseph, P.E.  
Assistant State Utilities Administrator

For: Nicholas Fields  
State Utilities Administrator

NF: SPJ: MGC: DB

Attachments (Agreement and Estimate)

cc: Kelvin Mullins, District 1 Engineer  
Yulonda Pride-Foster, District 1 Utilities Manager  
Sumit Gevaria, Project Manager  
Frantz Boileau, Utilities Preconstruction Specialist  
Abdulvahid Munshi, Utility Coordinator

Account No. – Class: 733005- 309

Department ID: 4848010000

Program No.: 4181401

STANDARD UTILITY AGREEMENT  
CONTRACT ITEM AGREEMENT

Georgia Project No.: CSBRG-0008-00(759), Dawson County

G.D.O.T. P.I. No.: 0008759

THIS AGREEMENT, made this \_\_\_\_\_, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and the City of Dawsonville, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to replace the bridge on County Road 224/Shoal Creek Road at Shoal Creek in Dawson County, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of water facilities in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S water facilities, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the plans for the utility work have been approved by both the DEPARTMENT and the LOCAL AGENCY prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

STANDARD UTILITY AGREEMENT  
CONTRACT ITEM AGREEMENT

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate, not including betterment, is **\$141,610.00** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **\$106,207.50 or 75% for the In-Kind costs in Utility Aid and the LOCAL AGENCY shall bear \$35,402.50 or 25% for the In-Kind costs (with a maximum contribution limited up to \$40,805.00).**

STANDARD UTILITY AGREEMENT  
CONTRACT ITEM AGREEMENT

9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

14. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

STANDARD UTILITY AGREEMENT  
CONTRACT ITEM AGREEMENT

**IN WITNESS WHEREOF**, the parties hereto have set their hands and affixed their seals, caused this Agreement to be executed in three counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

**CITY OF DAWSONVILLE**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Signed on behalf of the City of Dawsonville pursuant to resolution dated \_\_\_\_\_.

\*\*\*\*\*  
FEIN \_\_\_\_\_  
\*\*\*\*\*

BY: \_\_\_\_\_  
**SECRETARY/ASST. SECRETARY**  
(OFFICIAL SEAL)

RECOMMENDED:

ACCEPTED:

BY: \_\_\_\_\_  
**STATE UTILITIES ADMINISTRATOR**

**DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_  
**COMMISSIONER**

PROJECT NO.: CSBRG-0008-00-(759)  
COUNTY: DAWSON  
G.D.O.T. P.I. NO.: 0008759  
DATE: SEPTEMBER 12, 2023 DB

Signed, sealed and delivered this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: \_\_\_\_\_  
**TREASURER**  
OFFICIAL CUSTODIAN OF THE SEAL

STANDARD UTILITY AGREEMENT  
CONTRACT ITEM AGREEMENT

**RESOLUTION**

STATE OF GEORGIA

CITY OF DAWSONVILLE

BE IT RESOLVED by the Mayor and City Council of the CITY OF DAWSONVILLE, and it is hereby resolved, that the foregoing attached Agreement, relative to project CSBRG-0008-00(759), Dawson County, P.I. No. 0008759 to replace the bridge on County Road 224/Shoal Creek Road at Shoal Creek in Dawson County, Georgia and that the Honorable Mike Eason as Mayor and \_\_\_\_\_, as City Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Mayor and CITY COUNCIL of the CITY OF DAWSONVILLE.

Passed and adopted, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
MAYOR

STATE OF GEORGIA,

CITY OF DAWSONVILLE

I \_\_\_\_\_, as City Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Mayor and CITY COUNCIL of the CITY OF DAWSONVILLE. WITNESS my hand and official signature, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BY: \_\_\_\_\_  
CITY CLERK



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

<b>Contractor's Name:</b>	CITY OF DAWSONVILLE
<b>Solicitation/Contract No./ Call No. or Project Description:</b>	PROJECT NO. CSBRG-0008-00(759), P.I. NO. 0008759, DAWSON COUNTY, TO REPLACE THE BRIDGE ON COUNTY ROAD 224/SHOAL CREEK ROAD AT SHOAL CREEK.

**CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number  
(EEV/E-Verify Company Identification Number)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

**I hereby declare under penalty of perjury that the foregoing is true and correct**

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Title (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Signature (of Authorized Officer or Agent)

\_\_\_\_\_  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

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



Add Row Click the 'Add Row' button to add a new

P.I. 0008759 Dawson County - City of Dawsonville - Water Relocation

Pay Item and Description	Additional Description	Unit	In-Kind Items			Betterment Items		In-Kind / Betterment Total Qty	Actual Bid Costs					Final QTY	Final Cost	
			Orig Plan Total Qty	Orig Est Unit Price	Orig Est Cost	Orig Plan Total Qty	Orig Est Cost		Actual Bid Total Qty	Actual Bid Unit Price	Actual Total Bid Cost	Actual In-Kind Bid Cost	Actual Betterment Bid Cost			
ITEM NO. Description (Item Number)		UNITS														
600-0001 FLOWABLE FILL(600-0001)		CY	12	\$ 255.00	\$ 3,060.00		\$ -	12			\$ -	\$ -	\$ -		\$ -	
615-1000 JACK OR BORE PIPE -(615-1000)		LF	80	\$ 500.00	\$ 40,000.00		\$ -	80			\$ -	\$ -	\$ -		\$ -	
670-1080 WATER MAIN, 8 IN *** Requires Special Provision ***(670-1080)		LF	200	\$ 110.00	\$ 22,000.00		\$ -	200			\$ -	\$ -	\$ -		\$ -	
670-1085 WATER MAIN, 8 IN *** Requires Special Provision ***(670-1080)		LF	750	\$ 75.00	\$ 56,250.00		\$ -	750			\$ -	\$ -	\$ -		\$ -	
670-2060 GATE VALVE, 6 IN *** Requires Special Provision ***(670-2060)		EA	1	\$ 1,500.00	\$ 1,500.00		\$ -	1			\$ -	\$ -	\$ -		\$ -	
670-2080 GATE VALVE, 8 IN *** Requires Special Provision ***(670-2080)		EA	4	\$ 2,500.00	\$ 10,000.00		\$ -	4			\$ -	\$ -	\$ -		\$ -	
670-4000 FIRE HYDRANT *** Requires Special Provision ***(670-4000)		EA	1	\$ 6,000.00	\$ 6,000.00		\$ -	1			\$ -	\$ -	\$ -		\$ -	
670-9910 REMOVE EXIST WATER VALVE, INCL BOX *** Requires Special Provision ***(670-9910)		EA	2	\$ 900.00	\$ 1,800.00		\$ -	2			\$ -	\$ -	\$ -		\$ -	
670-9920 REMOVE EXISTING FIRE HYDRANT *** Requires Special Provision ***(670-9920)		EA	1	\$ 1,000.00	\$ 1,000.00		\$ -	1			\$ -	\$ -	\$ -		\$ -	
	<b>GDOT SHARE</b> 75%				<b>TOTAL EST In-Kind</b> \$ 141,610.00		<b>TOTAL Betterment EST</b> \$ -				<b>TOTAL Actual Bid Cost</b> #REF!	<b>TOTAL Actual In-Kind Bid Cost</b> \$ -	<b>TOTAL Actual Betterment Bid Cost</b> \$ -	<b>TOTAL</b>	\$ -	
	<b>UTILITY OWNER SHARE</b> 25.00%				<b>NON-REIMBURSIBLE / FACILITY OWNER SHARE</b> \$ 35,402.50		<b>TOTAL ESTIMATE IN-KIND &amp; BETTERMENT</b> \$ 141,610.00				<b>TOTAL BID COST NON-REIMBURSIBLE / FACILITY OWNER SHARE</b> #REF!	<b>TOTAL BID COST IN-KIND &amp; BETTERMENT</b> \$ -		<b>CHECK RECEIVED</b>	\$ -	
					<b>REIMBURSIBLE / GDOT SHARE</b> \$ 106,207.50		<b>TOTAL ESTIMATE IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE &amp; BETTERMENT</b> \$ 35,402.50				<b>TOTAL BID COST / REIMBURSIBLE/ GDOT SHARE</b> \$ -	<b>TOTAL BID COST IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE &amp; BETTERMENT</b> #REF!		<b>AMOUNT DUE FROM UTILITY OWNER</b>	\$ -	
<b>NOTE:</b>	The City of Dawsonville's share of cost is at NTE \$40,805.00 per Utility-Aid Approval Letter dated September 6, 2023.								<b>NOTES:</b>							



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 8

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SUBJECT: EMPLOYEE RECOGNITION

CITY COUNCIL MEETING DATE: 09/18/2023

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

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

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

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PURPOSE FOR REQUEST:

**TO RECOGNIZE AND PRESENT THE FOLLOWING:**

- **AUGUST EMPLOYEE OF THE MONTH**
  - **SERVICE AWARDS FOR SEPTEMBER**
- 

HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager



# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 9

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SUBJECT: ZSP C2300063

CITY COUNCIL MEETING DATE: Monday September 18, 2023

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PURPOSE FOR REQUEST:

**ZSP C2300063:** Atlanta Motorsports Park, LLC has petitioned to amend the site plan and the current stipulations; located at 20 Duck Thurmond Road (TMP 070 049 001). Public Hearing Dates: Planning Commission on Monday, August 14, 2023, and City Council Monday, August 21, 2023. City Council for a decision on September 18, 2023.

HISTORY/ FACTS / ISSUES:

1. Property is located within Mark French Post 4 Council district.
2. The subject property is zoned CIR, with adjoining properties zoned RA, R-1, and Highway Business.
3. (ZA-11-08-1763) Rezoned from R-1 to CIR with stipulations on April 13, 2009
4. (ZA2017-C7-0089) Requested to modify stipulations March 2017 – withdrawn by applicant
5. (CU-C9-00287) Approved for a Conditional Use Permit to construct garage condos on September 9, 2019
6. (ZA-C9-00287) Approved the request to update the site plan minus a teen driving school on September 9, 2019.
7. Planning Commission recommended approval of the amended site plan and stipulations (attached in the Staff Report)

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OPTIONS:

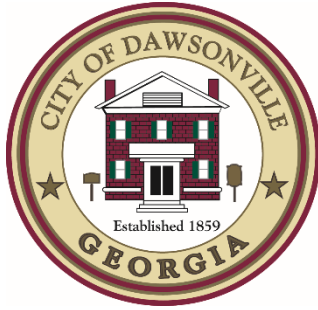
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RECOMMENDED SAMPLE MOTION:

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DEPARTMENT: Planning and Zoning

REQUESTED BY: Jameson Kinley



# CITY OF DAWSONVILLE

## PLANNING STAFF REPORT

**Applicant**.....Jeremy Porter, Atlanta Motorsports Park, LLC

**Amendment #** .....ZSPC2300063

**Request**.....Update to Site Plan and Stipulations

**Proposed Use** .....CIR – Restricted Industrial Commercial District

**Current Zoning** .....CIR – Restricted Industrial Commercial District

**Size**.....+/- 152.14 Acres

**Location** .....20 Duck Thurmond Road

**Tax Parcel** .....070-049-001

**Planning Commission Public Hearing Date** .....Monday, June 12, 2023 and August 14<sup>th</sup>, 2023

**Planning Commission Recommendation** .....Requested to TABLE their recommendation until their July 10<sup>th</sup> meeting.

**Council Date Public Hearing Date** .....Monday June 19, 2023 – TABLED until Planning Commission Recommendation and August 21<sup>st</sup>, 2023

### **Applicant Proposal**

The applicant is seeking to amend the conditions along with an updated site plan for the following purposes:

- Adding lighting to kart track with the intent of requesting expended house for karts only
- Ability to conduct noiseless events on the track during off-peak hours for military and police purposes

- Hosting four (4) race weekends with unlimited sound limits
- Additional Condos
- Adding Race Cottages
- Request to use condos as short-term rentals
- Additional sign on 53
- Adding Elevated Parking Decks
- Reworking on the condition to only require fire and ambulance to be onsite for every event over 45 mph
- Lifting the restriction to allow spectators without grandstands
- Allowing a PA system with restrictions
- Increasing the sound level at property line from 63 Dba LEQ(16) to 65 Dba LEQ(16)
- Clarifying enforcement language of sound limits
- Increasing the sound level track level from 98 Dba LEQ(16) to 101 Dba LEQ(16)
- Addition of track extension
- Additional clarification of conditional language

**Surrounding Properties**

<b>Adjacent Land Uses</b>	<b>Existing zoning</b>	<b>Existing Use</b>
North	R-1	Residential
South	RA/HB	Residential Agriculture/Commercial
East	R-1/RA	Residential Agriculture
West	R-1	Residential

**Criteria for Consideration of Map Amendments (Rezoning):**  
**APPENDIX A - ARTICLE IX. -Sec. 909**

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

- 1. The existing uses and zoning of nearby property and whether the proposed zoning will adversely affect the existing use or usability of nearby property.**
  - a. The proposed additional development should not adversely affect the use or usability of nearby properties.
- 2. The extent to which property values are diminished by the particular zoning restrictions.**
  - a. There should be no diminished property values from the proposed additional development.
- 3. The extent to which the destruction of property values promotes the health, safety, morals or general welfare of the public.**
  - a. There should be no destruction of property values from the proposed additional development.

4. **The relative gain to the public, as compared to the hardship imposed upon the individual property owner.**
  - a. The relative gain to the public is an expanding commercial venture that brings additional sales tax from a prospering business.
5. **The physical suitability of the subject property for development as presently zoned and under the proposed zoning district.**
  - a. The property is currently developed for this purpose and is suitable for the additional development.
6. **The length of time the property has been vacant, considered in the context of land development in the area in the vicinity of the property, and whether there are existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the rezoning request.**
  - a. The property has been in operation under its current use for 10+ years. It is currently zoned the highest commercial intensity of any zoning classification the city can provide. The additional development would fall appropriately under the existing classification.
7. **The zoning history of the subject property.**
  - a. (ZA-11-08-1763) Rezoned from R-1 to CIR with stipulations on April 13, 2009
  - b. (ZA2017-C7-0089) Requested to modify stipulations March 2017 – withdrawn by applicant
  - c. (CU-C9-00287) Approved for a Conditional Use Permit to construct garage condos on September 9, 2019
  - d. (ZA-C9-00287) Approved the request to update the site plan minus a teen driving school on September 9, 2019
8. **The extent to which the proposed zoning will result in a use, which will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, schools, parks, or other public facilities.**
  - a. The proposed additional development should not cause excessive or burdensome use of existing streets, transportation facilities, utilities, schools, parks, or other public facilities.
9. **Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan, land use plan, or other adopted plans.**
  - a. The Comprehensive Plan refers to this property as being Light/Restricted Industrial in which it is already zoned accordingly.

## Analysis

### Commercial Additions to the Site Plan

- 15,000 Square Foot Maintenance Shed
- 9,600 Square Foot Go Kart Garage
  - o 24 Garages
- 2,000 Square Foot Go Kart Garage
  - o 24 Garages
  - o 5 Garage
- Go Kart Garage
- Go Kart Lighting
- Track Extension
- Interconnecting Golf Cart paths and bridges

**Total: 26,600 Sq Ft of Commercial Space**

### Residential

- 5 Condo Buildings
  - o 11,520 Square Foot Building
  - o 20,736 Square Foot Building
  - o 24,370 Square Foot Building
  - o 24,320 Square Foot Building
  - o 19,840 Square Foot Building
  - o **Total: 100,789 Square Feet of Condo Space**
- 125 Smaller Condos/Race Cottages
  - o 34 Carousel Units
    - Approx. 850 Square Foot Each
  - o 14 Turn 6 Units
    - Approx. 850 Square Foot Each 34\*850
  - o 12,000 Square Foot Building
    - 15 Units
  - o 14,400 Square Foot Building
    - 18 Units
  - o 26,880 Square Foot Building
    - 21 Units
  - o 29,400 Square Foot Building
    - 26 Units
  - o **Total: 123,520 Square Feet of Smaller Condos/Race Cottage Space**

**Total: 224,309 Square Feet of Residential Space**

## RECOMMENDATIONS

Staff recommends approval of the site plan with the following updated stipulation:

1. Private driving instruction and exhibition facility shall mean a facility containing a paved roadway two or more miles in length (the “driving course”) the use of which is limited to:
  - a. Providing instruction and training in safe driving skills, adverse weather driving techniques, or high performance/competition driving;
  - b. The exhibition, maintenance, and operation of vintage or specialty motor vehicles;
  - c. Similar activities which are recreational or educational in nature;
  - d. A private driving instruction, racing and exhibition facility;
  - e. Accessory clubhouse, rental garages, retail and permitted commercial or industrial uses serving the primary driving course operations.
  - f. Garage Condos (Approved September 9, 2019)
  - g. 46 Race Cottages
  - h. Ability to allow up to 25% of owners to rent Airbnb, VRBO, etc condos and race cottages.
  - i. Other than the set forth above, no other commercial uses shall be allowed as principal use unless approved by the City Manager on the recommendation of the Planning Director.
    1. Approved commercial uses should be confined to the limits of the approved site plan and should serve, in majority, the facility that is constructed.
2. The Applicant/Owner, their successors and assigns by application for and acceptance of this rezoning shall have conclusively deemed to have agreed to indemnify the City and its agents and representatives from all liability including personal injuries and property damage coming out of the extensive, use, ownership, or operation of the Motorsports Park.
3. When the driving course is not in use, it shall be secured in such a manner to prevent its unauthorized use.
4. Any Public Address (PA) system shall be below 98 DBA at 50 feet from the speaker.
5. Driving course shall be enclosed by a fence of a height and construction sufficient to preclude unauthorized persons from gaining access to the driving course from the main entrance, hot and cold pit areas.
6. When the car/motorcycle driving course is in use at speeds more than 45 mph, the Operator shall, at his/her expense, onsite, a fully equipped ambulance with EMT. The EMT’s shall be licensed under the laws of the State of Georgia.
7. Rental garages, Club House, rental buildings and any other permitted commercial/industrial building shall be placed strategically to reduce sound levels. The location of the buildings shall be approved by the City Planning Director.
8. There shall be fifty (50) foot or greater undisturbed buffers along all streams.



9. Where the property runs along Duck Thurmond Road, buildings and existing Acoustiblok or similar quality sound fence shall be placed to reduce the sound levels and keep as much vegetative cover as possible on approved site plan
10. There shall be a buffer of between one hundred (100) feet and two hundred (200) feet to reduce sound levels as designed by Owner's sound engineer to meet the requirements of Condition 17. The buffer shall be around the perimeter of the property and shall be undisturbed except to permit an entrance road to the subject property, the construction of sound mitigation measures and/or the installation of any utilities. This buffer shall be planted in any area that is not visually impervious to a level approved by the City Planning Director in order to prevent any soil erosion.
11. Exterior lighting fixtures shall be of the box type and situated so that light only goes downward and shall not be more than twenty-five feet high and shall be designed so to minimize glare and light spillage to not more than one (1) foot candle along the interior buffer line of the subject property. With exception of the kart lighting outlined in condition 14b.
12. There will be no grandstand(s) constructed on the property.
13. All signs at property lines will meet current regulations. Atlanta Motorsports Park will be allowed two signs on the property. The existing Atlanta Motorsports Park sign is approved and in place at the entrance on Duck Thurmond Road. The second sign will be allowed on highway 53 on the berm of the retention pond. The second sign will be two sided and follow the current sign and size regulations allowed under the CIR designation.
14. Hours of operation are limited to 7:00 a.m. to 6:00 p.m. from November 1 to March 31. From April 1 to October 31, the hours are limited to 7:00 a.m. (or one (1) hour after sunrise, whichever is earlier) to 8:00 p.m. (or one (1) hour after sunset, whichever is earlier). No on track activity before 8 a.m.
  - a. Go-Kart Track extended to 9:00 p.m. Monday through Thursday, 11:00 p.m. Friday and Saturday, and 8:00 p.m. on Sunday.
  - b. The lighting for the go-kart track is LED only, and be a similar system/brand design, light spill, pole height, etc as the MUSCO Lighting System Kart Spill Lighting Plan Date Oct 7th, 2022, and Kart Lighting Design and Details dated August 16, 2022
  - c. Military and Law Enforcement training and events are allowed after hours without noise.
15. No type of vehicle other than maintenance vehicles, military or law enforcement may run on the track before or after the hours listed above.
16. Facility to be restricted to site plan as submitted as to the use of the property, the type of structures allowed and the general placement of the structure as the same may be revised by the Owner's sound engineer to meet the sound requirements of Condition 18. Any major adjustments, change or additions must be approved by the Planning Commission. Any minor adjustments must be approved by the Planning Director. The decision of what is major, or minor is to be made at the discretion of the Planning Director.
17. Sound monitoring meters shall be installed in four locations around the perimeter of the property at the property line on the outside edge of the buffer at locations as shown on the

approved site plan. These meters monitor in a unified fashion, if multiple meters read above the sound limits at the same time and same day, it does not result in multiple fines, but one fine per incident. If one meter reads above the sound limit and the others do not, it does result in a fine. In addition, the Owner shall install one sound meter 50 feet from the outside track pavement edge to monitor track sound levels such that they remain below 101 DBA LEQ per vehicle at all times. Only Low Noise Go-Karts may be operated on the track and their noise level may not exceed 92 DBA LEQ. The Owner, its successors and assigns shall operate the sound monitoring meters at all times that the track is operating. As a condition of continued operation pursuant to their business license, sound levels at the four locations outside the existing sound fence as depicted on the approved site plan shall not exceed 65 DBA LEQ LEQ (16). Method of measurement: Measurements shall be made with a calibrated sound level meter in good condition, meeting the requirements of a Type 1 or Type 2 meter, as specified in ANSI Standards, section 1.4 – 1971. For the purpose of this section, a sound level, a sound level meter shall contain at least an “A” weighting network, and both fast and slow response capability. Failure to comply with this condition shall result in a citation for watch offense and upon conviction a fine as set by the City Judge of up to \$1,000 per violation. Upon three or more convictions for failure to comply with this condition during any calendar year, the Mayor and Council may revoke the business license and the ability of Owner, and its successors and assigns to operate the facility as a motorsports park complex.

18. All infrastructures shall be designed and installed as required by the Development regulations in force at the time the Owner seeks permits for development.
19. Allow up to two (2) annual events on the car/motorcycle course from Thursday through Sunday that will involve a maximum of 300 racer entrants with open sound limits during events. These events will operate only during the hours of Condition 17. Each event requires prior approval of City Council. Once approved by City Council that event cannot be canceled by any preceding motion.
20. Approval of Master Site Plan page C201 created by Civilogistix dated October 31, 2022 latest revision May 30, 2022

*Note: Removed all mentions of “Non-spectator” due to the request of spectator events.*

*Note: Removed all satisfied conditions.*

*Note: Highlighted are changed from current conditions.*

Planning Commission recommended approval of the amended site plan and the following stipulations: (highlighted differences from staff recommendation)

1. Private driving instruction and exhibition facility shall mean a facility containing a paved roadway two or more miles in length (the “driving course”) the use of which is limited to:

- a) Providing instruction and training in safe driving skills, adverse weather driving techniques, or high performance/competition driving
- b) The exhibition, maintenance, and operation of vintage or specialty motor vehicles
- c) Similar activities which are recreational or educational in nature
- d) A private driving instruction, racing and exhibition facility
- e) Accessory clubhouse, rental garages, retail and permitted commercial or industrial uses serving the primary driving course operations
- f) Garage Condos (Approved September 9, 2019)
- g) 46 Race Cottages
- h) Ability to allow up to 25% of owners to rent Airbnb, VRBO, etc. condos and race cottages

~~i) Other than the set forth above, no other commercial uses shall be allowed as principal use unless approved by the City Manager on the recommendation of the Planning Director.~~

~~a. Approved commercial uses should be confined to the limits of the approved site plan and should serve, in majority, the facility that is constructed.~~

2. The Applicant/Owner, their successors and assigns by application for and acceptance of this rezoning shall have conclusively deemed to have agreed to indemnify the City and its agents and representatives from all liability including personal injuries and property damage coming out of the extensive, use, ownership, or operation of the Motorsports Park.

3. When the driving course is not in use, it shall be secured in such a manner to prevent its unauthorized use.

4. Any Public Address (PA) system shall be below 90 DBA at 50 feet from the speaker.

5. The driving course shall be enclosed by a fence of a height and construction sufficient to preclude unauthorized persons from gaining access to the driving course from the main entrance, hot and cold pit areas.

6. When the car/motorcycle driving course is in use at speeds more than 45 mph, the operator shall, at his/her expense, onsite, a fully equipped ambulance with EMT. The EMT's shall be licensed under the laws of the State of Georgia.
7. Rental garages, Club House, rental buildings, and any other permitted commercial/industrial building shall be placed strategically to reduce sound levels. The location of the buildings shall be approved by the City Planning Director.
8. There shall be fifty (50) foot or greater undisturbed buffers along all streams.
9. Where the property runs along Duck Thurmond Road, buildings and existing Acoustiblok or similar quality sound fence shall be placed to reduce the sound levels and keep as much vegetative cover as possible on the approved site plan.
10. There shall be a buffer of between one hundred (100) feet and two hundred (200) feet to reduce sound levels as designed by Owner's sound engineer to meet the requirements of Condition 17. The buffer shall be around the perimeter of the property and shall be undisturbed except to permit an entrance road to the subject property, the construction of sound mitigation measures and/or the installation of any utilities. This buffer shall be planted in any area that is not visually impervious to a level approved by the City Planning Director in order to prevent any soil erosion.
11. Exterior lighting fixtures shall be of the box type and situated so that light only goes downward and shall not be more than twenty-five feet high and shall be designed so to minimize glare and light spillage to not more than one (1) foot candle along the interior buffer line of the subject property. With the exception of the kart lighting outlined in condition 14b.
12. There will be no grandstand(s) constructed on the property.
13. All signs at property lines will meet current regulations. Atlanta Motorsports Park will be allowed two signs on the property. The existing Atlanta Motorsports Park sign is approved and placed at the entrance on Duck Thurmond Road. The second sign will be allowed on highway 53 on the berm of the retention pond. The second sign will be two sided and follow the current sign and size regulations allowed under the CIR designation.
14. Hours of operation are limited to 7:00 a.m. to 6:00 p.m. from November 1 to March 31. From April 1 to October 31, the hours are limited to 7:00 a.m. (or one (1) hour after sunrise, whichever is earlier) to 8:00 p.m. (or one (1) hour after sunset, whichever is earlier). No on track activity before 8 a.m.

- a) Go-Kart Track extended to 9:00 p.m. Monday through Thursday, 11:00 p.m. Friday and Saturday, and 8:00 p.m. on Sunday, seasonal April 1<sup>st</sup> through October 31<sup>st</sup>.
  - b) The lighting for the go-kart track is LED only, and be a similar system/brand design, light spill, pole height, etc. as the MUSCO Lighting System Kart Spill Lighting Plan Date Oct 7th, 2022, and Kart Lighting Design and Details dated August 16, 2022.
  - c) Military and Law Enforcement training and events are allowed after hours without noise with a 45-day notice to the City Manager.
15. No type of vehicle other than maintenance vehicles, military or law enforcement may run on the track before or after the hours listed above.
16. Facility to be restricted to site plan as submitted as to the use of the property, the type of structures allowed and the general placement of the structure as the same may be revised by the Owner's sound engineer to meet the sound requirements of Condition 18. Any major adjustments, change or additions must be approved by the Planning Commission. Any minor adjustments must be approved by the Planning Director. The decision of what is major, or minor is to be made at the discretion of the Planning Director.
17. Sound monitoring meters shall be installed in four locations around the perimeter of the property at the property line on the outside edge of the buffer at locations as shown on the approved site plan. These meters monitor in a unified fashion, if multiple meters read above the sound limits at the same time and same day, it does not result in multiple fines, but one fine per incident. If one meter reads above the sound limit and the others do not, it does result in a fine. In addition, the Owner shall install one sound meter 50 feet from the outside track pavement edge to monitor track sound levels such that they remain below 98 DBA LEQ per vehicle at all times. Only Low Noise Go-Karts may be operated on the track and their noise level may not exceed 92 DBA LEQ. The Owner, its successors and assigns shall operate the sound monitoring meters at all times that the track is operating. As a condition of continued operation pursuant to their business license, sound levels at the four locations outside the existing sound fence as depicted on the approved site plan shall not exceed 63 DBA LEQ (16). Method of measurement: Measurements shall be made with a calibrated sound level meter in good condition, meeting the requirements of a Type 1 or Type 2 meter, as specified in ANSI Standards, section 1.4 – 1971. For the purpose of this section, a sound level, a sound level meter shall contain at least an "A" weighting network, and both fast and slow response capability. Failure to comply with this condition shall result in a citation for watch offense and upon conviction a fine as set by the City Judge of up to \$1,000 per violation. Upon three or more convictions for failure to comply with this condition during any calendar year, the Mayor and Council may revoke the business license

and the ability of Owner, and its successors and assigns to operate the facility as a motorsports park complex.

18. All infrastructures shall be designed and installed as required by the Development regulations in force at the time the Owner seeks permits for development.
19. Allow up to two (2) annual events on the car/motorcycle course from Thursday through Sunday that will involve a maximum of 300 racer entrants with open sound limits during events. These events will operate only during the hours of Condition 14 and a minimum 90-day written notice to the adjacent property owners/neighbor. Each event requires prior approval of the City Council. Once approved by the City Council, that event cannot be canceled by any preceding motion.
20. Approval of Master Site Plan page C201 created by Civilogistix dated October 31, 2022, latest revision May 30, 2023.
21. GDOT after they have recommended their improvements, that these be reviewed by the City Council with the potential petitioner, paying for the improvements at Highway 53 West and Duck Thurmond Road, with any further expansion of Atlanta Motorsports Park.



Pictures of Property:



**PUBLIC NOTICE ON ZONING**

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

THE APPLICATION IS FOR:  
**ZSP-C2300063**

HEARINGS WILL BE HELD BY:  
PLANNING COMMISSION      CITY COUNCIL  
DATE: 6/13/2023      DATE: 06/19/2023  
TIME: 5:30pm      TIME: 5:00pm

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

FOR ADDITIONAL INFORMATION CALL:  
CITY PLANNING & ZONING DEPT AT 706-265-3254

THIS SIGN IS TO BE REMOVED WITHOUT AUTHORIZATION



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**ZSP-C2300063**

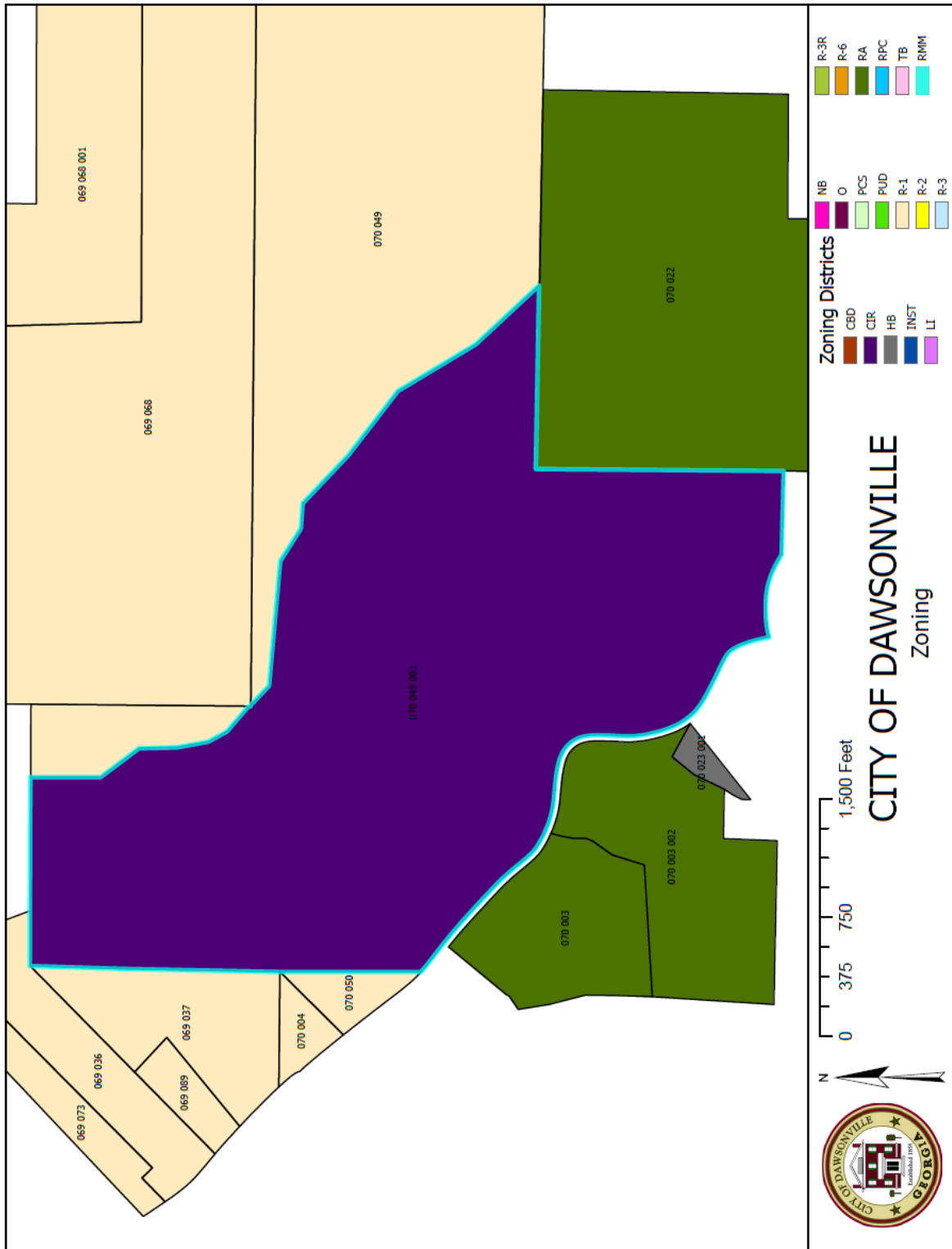
HEARINGS WILL BE HELD BY:  
PLANNING COMMISSION      CITY COUNCIL  
DATE: 8/14/2023      DATE: 8/21/2023  
TIME: 5:30pm      TIME: 5:00pm

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

FOR ADDITIONAL INFORMATION CALL:  
CITY PLANNING & ZONING DEPT AT 706-265-3254

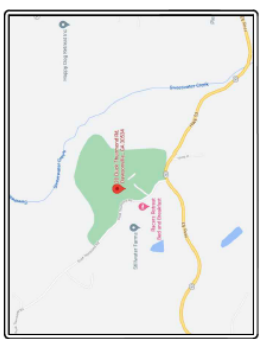
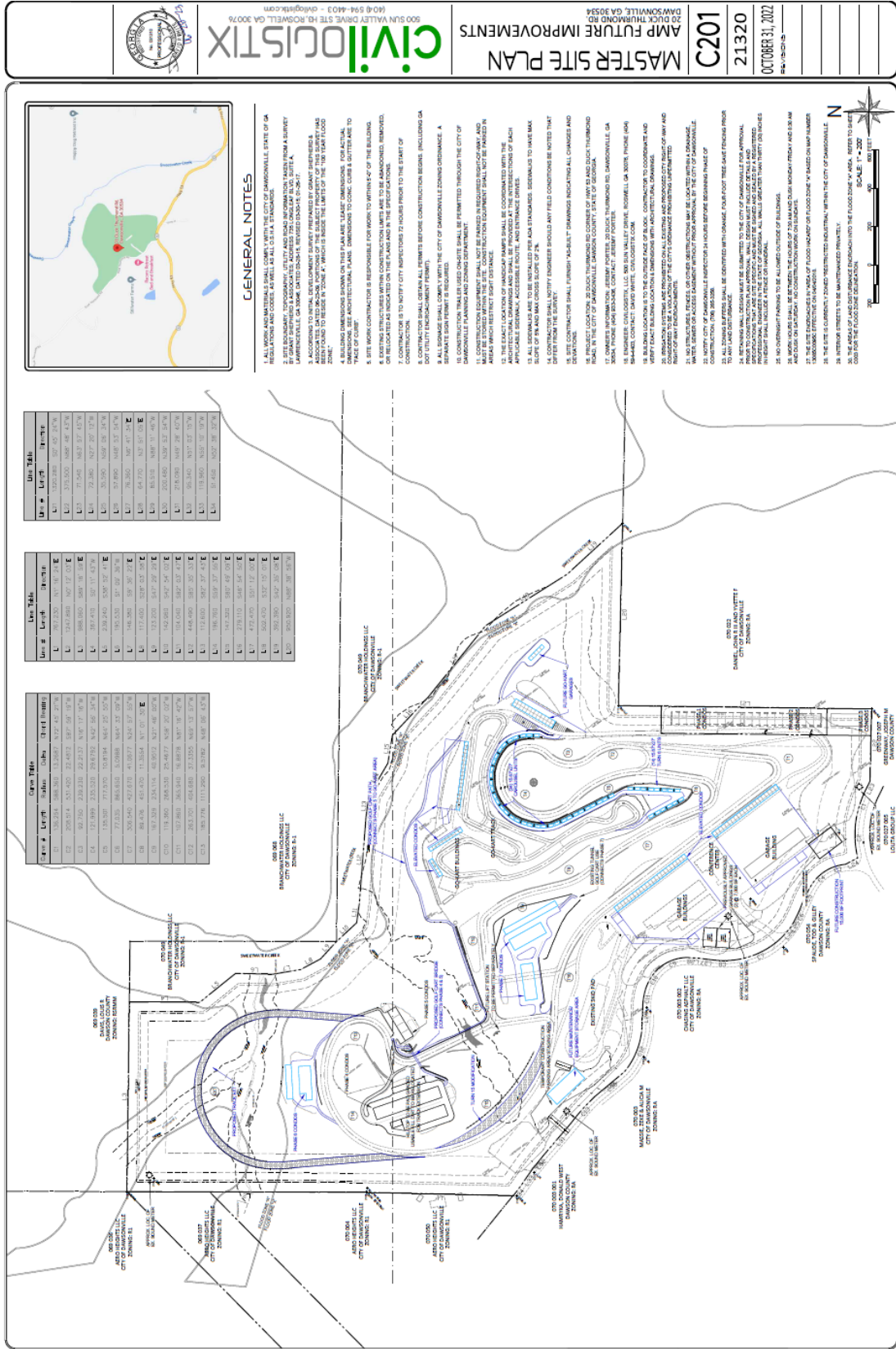
THIS SIGN IS TO BE REMOVED WITHOUT AUTHORIZATION

Current Zoning Map:





Site Plan:



GENERAL NOTES

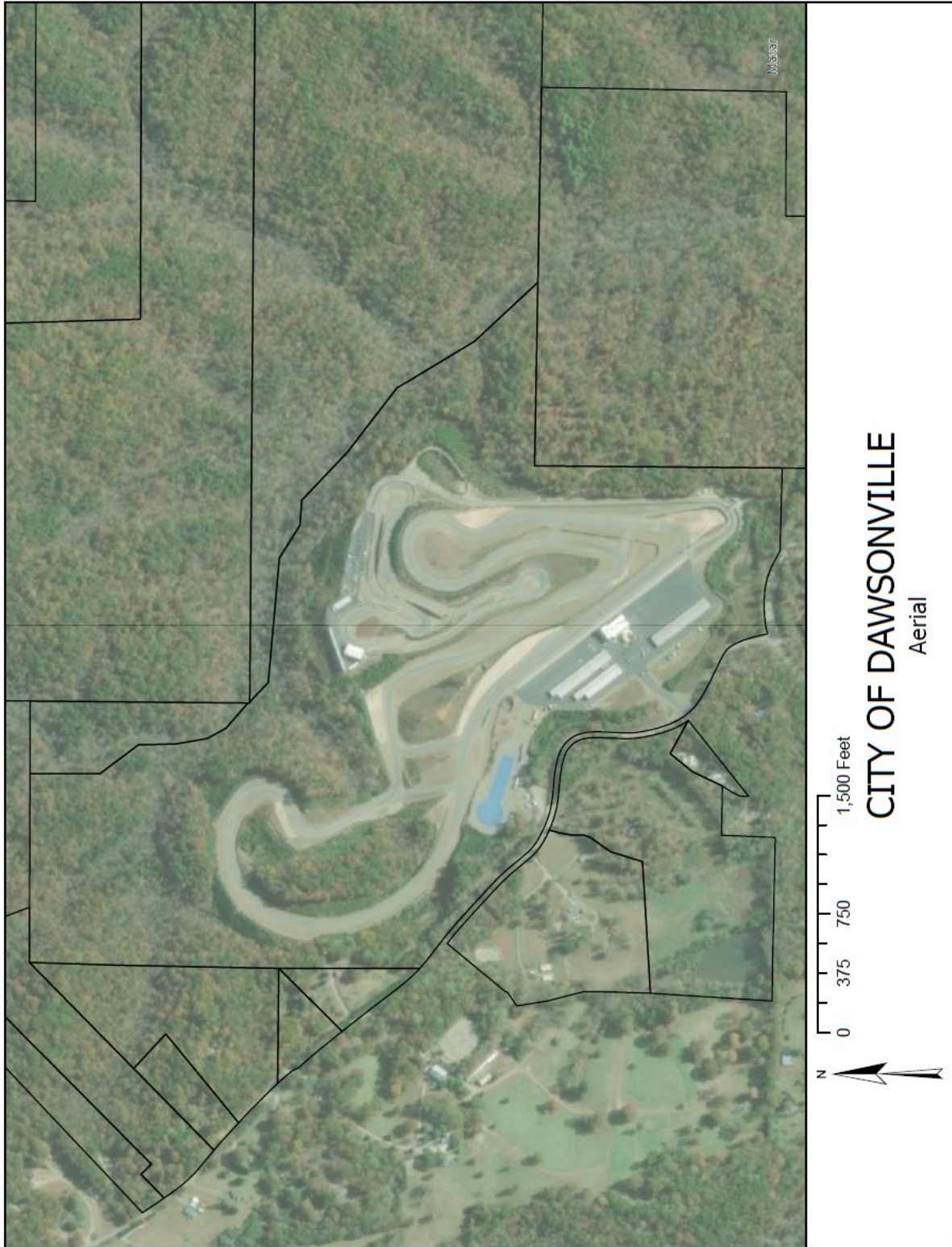
1. ALL WORK AND MATERIALS SHALL COMPLY WITH THE CITY OF DAWSONVILLE, STATE OF GA REGULATIONS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF DAWSONVILLE, STATE OF GA.
3. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF DAWSONVILLE, STATE OF GA.
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30. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF DAWSONVILLE, STATE OF GA.

Lot #	Lot Area (sq ft)	Lot Area (sq ft)	Lot Area (sq ft)
L-1	100,000	100,000	100,000
L-2	200,000	200,000	200,000
L-3	300,000	300,000	300,000
L-4	400,000	400,000	400,000
L-5	500,000	500,000	500,000
L-6	600,000	600,000	600,000
L-7	700,000	700,000	700,000
L-8	800,000	800,000	800,000
L-9	900,000	900,000	900,000
L-10	1,000,000	1,000,000	1,000,000
L-11	1,100,000	1,100,000	1,100,000
L-12	1,200,000	1,200,000	1,200,000
L-13	1,300,000	1,300,000	1,300,000
L-14	1,400,000	1,400,000	1,400,000
L-15	1,500,000	1,500,000	1,500,000
L-16	1,600,000	1,600,000	1,600,000
L-17	1,700,000	1,700,000	1,700,000
L-18	1,800,000	1,800,000	1,800,000
L-19	1,900,000	1,900,000	1,900,000
L-20	2,000,000	2,000,000	2,000,000

Lot #	Lot Area (sq ft)	Lot Area (sq ft)	Lot Area (sq ft)
L-21	210,000	210,000	210,000
L-22	220,000	220,000	220,000
L-23	230,000	230,000	230,000
L-24	240,000	240,000	240,000
L-25	250,000	250,000	250,000
L-26	260,000	260,000	260,000
L-27	270,000	270,000	270,000
L-28	280,000	280,000	280,000
L-29	290,000	290,000	290,000
L-30	300,000	300,000	300,000
L-31	310,000	310,000	310,000
L-32	320,000	320,000	320,000
L-33	330,000	330,000	330,000
L-34	340,000	340,000	340,000
L-35	350,000	350,000	350,000
L-36	360,000	360,000	360,000
L-37	370,000	370,000	370,000
L-38	380,000	380,000	380,000
L-39	390,000	390,000	390,000
L-40	400,000	400,000	400,000

Lot #	Lot Area (sq ft)	Lot Area (sq ft)	Lot Area (sq ft)
L-41	410,000	410,000	410,000
L-42	420,000	420,000	420,000
L-43	430,000	430,000	430,000
L-44	440,000	440,000	440,000
L-45	450,000	450,000	450,000
L-46	460,000	460,000	460,000
L-47	470,000	470,000	470,000
L-48	480,000	480,000	480,000
L-49	490,000	490,000	490,000
L-50	500,000	500,000	500,000
L-51	510,000	510,000	510,000
L-52	520,000	520,000	520,000
L-53	530,000	530,000	530,000
L-54	540,000	540,000	540,000
L-55	550,000	550,000	550,000
L-56	560,000	560,000	560,000
L-57	570,000	570,000	570,000
L-58	580,000	580,000	580,000
L-59	590,000	590,000	590,000
L-60	600,000	600,000	600,000

Aerial:







Application#: ZSPC2300063  
 Applicant Name(s): Jeremy Porter, Atlanta Motorsports Park, LLC  
 Address: 20 Duck Thurmond Road City: Dawsonville Zip: 30534  
 Cell Phone: [REDACTED] Email: [REDACTED]  
 Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

Property Address: 20 Duck Thurmond Road, Dawsonville, GA 30534  
 Directions to Property from City Hall \_\_\_\_\_

Tax Map Parcel #: 070 049 001 Current Zoning: CIR

Land Lot(s): 255; 290; 291; 322 District: 4 Section: 1

Subdivision Name: \_\_\_\_\_ Lot # \_\_\_\_\_

Acres: 153 Current use of property: CIR 11-08-1763 (04/13/2009)

Has a past request of Rezone of this property been made before? Yes If yes, provide ZA #: C9-00267 (09/09/2019)

The applicant request:  
 Rezoning to Zoning category: Amend site plan Conditional Use permit for: \_\_\_\_\_

Proposed use of property if rezoned: Please review the attachment with the heading "Proposed use of property"

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

Amenity area proposed Yes If yes, what observation areas; open areas

If Commercial: total building area proposed: 15,000 sq. ft. (Include Conceptual Plan)

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

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

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

Road name: \_\_\_\_\_ Type of Surface: \_\_\_\_\_

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

[Signature] Signature of Applicant 5-9-23 Date  
[Signature]

Office Use Only	
Date Completed Application Rec'd:	Amount Paid: \$ <u>713.40</u> <u>OK</u> Cash CC
Date of Planning Commission Meeting: <u>06.12.23</u>	Dates Advertised: <u>05.24.2023</u>
Date of City Council Meeting: <u>06.19.2023</u>	Rescheduled for next Meeting:
Date of City Council Meeting: <u>07.12.2023</u>	Approved by City Council: YES NO
Approved by Planning Commission: YES NO	Postponed: YES NO Date:

**RECEIVED**  
 MAY 10 2023  
 BY: S Harris

Revised APP 7.6.23

25P C2300063

Property Owner Authorization

I / We Atlanta Motorsports Park, LLC hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) 070 09 001 as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by the request.

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

Printed Name of Applicant or Agent Jeremy Porter, Owner  
Signature of Applicant or Agent [Signature] Date 5-9-23  
Mailing Address 20 Duck Thurmond Road  
City Dawsonville State GA Zip 30534

Sworn and subscribed before me on this

9<sup>th</sup> day of May 2023

[Signature]  
Notary Public, State of Georgia  
My Commission Expires: Sept. 16, 2023





**Notice of Residential-Agricultural District (R-A) Adjacency**

Agricultural districts include uses of land primarily for active farming activities and result in odors, noise, dust, and other effects, which may not be compatible with adjacent development. Future abutting developers which are not in R-A land use districts shall be provided with this "Notice of R-A Adjacency" prior to administrative action on either the land use district or the issuance of a building or occupancy permit.

Prior to administrative action the applicant shall be required to sign this waiver which indicates that applicant understands that a use is ongoing adjacent to his use which will produce odors, noise, dust and other effects which may not be compatible with the applicant's development. Nevertheless, understanding the effects of the adjacent R-A use, the applicant agrees by executing this form to waive any objection to those effects and understands that his district change and / or his permits are issued and processed in reliance on his agreement not to bring any action asserting that the adjacent uses in the R-A district constitute a nuisance against local governments and adjoining landowners whose property is located in an R-A district.

This notice and acknowledgement shall be public record.

[Signature]  
Signature of Applicant / Representative of Applicant

5-9-23  
Date

Sworn to and subscribed before me on this

9<sup>th</sup> day of May 2023.

[Signature]  
Notary Public, State of Georgia

My Commission Expires: Sept. 16, 2023



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

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

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

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

NA

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

Amount \$


Date:

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

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Signature of Applicant / Representative of Applicant

5-9-23  
Date

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

## ATLANTA MOTORSPORTS PARK, LLC

### SUPPLEMENTAL INFORMATION – LETTER OF INTENT

Atlanta Motorsports Park, LLC (“AMP”) submits this information and recommended conditions of approvals to supplement the Amended Letter of Intent submitted on May 9, 2023 after comments provided at the Planning Commission public hearing and Planning Commission meeting on July 10, 2023 and subsequent conferences with City of Dawsonville Planning Department Planning officials.

1. AMP shall operate and maintain a private driving instruction and exhibition facility as depicted on the site plan AMP submitted pursuant to this application for a site plan amendment. The phrase “private driving instruction and exhibition facility” means a facility containing a paved roadway two or more miles in length (“driving course”), which shall be limited to the following uses:

instruction and training for safe driving skills, adverse weather driving techniques, and high performance/competition driving;

exhibition, maintenance, and operation of vintage or specialty motor vehicles;

private driving instruction, racing, and exhibition facility;

similar recreational and educational activities;

accessory clubhouse, rental garages, retail and permitted commercial or industrial uses serving the driving course operations;

approved garage condominiums; and

46 approved race cottages.

Twenty-five percent (25%) of the garage condominiums and race cottages may be used as short-term rentals.

No other uses authorized pursuant to the Restricted Industrial Commercial District (CIR) shall be permitted as a principal use, except as set forth herein.

2. The Applicant/Owner acknowledges the duty to indemnify the City and the City’s employees, agents, and representatives from all liability for personal injuries and property damage arising from the use, ownership, or operation of the motorsports park and the private driving instruction and exhibition facility to the extent permitted by law.
3. The driving course shall be secured to prevent unauthorized use when not in use.
4. Any Public Address (PA) system shall be below 98 DBA 50 feet from any speaker for the PA system.
5. The driving course shall be enclosed by a fence of sufficient height and construction to preclude unauthorized persons from gaining access to the driving course from the main entrance and the pit areas.

16. Facility to be restricted to site plan as submitted as to the use of the property, the type of structures allowed and the general placement of the structure as the same may be revised by the Owner's sound engineer to meet the sound requirements of Condition 18. Any major adjustments, change or additions must be approved by the Planning Commission. Any minor adjustments must be approved by the Planning Director. The discretion for determining major or minor shall be exercised by the Planning Director pursuant to City codes and ordinances.
17. Sound monitoring meters shall be installed in four locations around the perimeter of the property at the property line on the outside edge of the buffer at locations as shown on the approved site plan. These meters monitor in a unified fashion, if multiple meters read above the sound limits at the same time and same day, then in multiple fines shall not be imposed, but one fine per incident. If one meter reads above the sound limit and the others do not, then no fine. In addition, the Owner shall install one sound meter 50 feet from the outside track pavement edge to monitor track sound levels such that sound levels remain below 101 DBA LEQ per vehicle at all times. Only Low Noise Go-Karts may be operated on the track and the noise level may not exceed 92 DBA LEQ. The Owner, its successors and assigns shall operate the sound monitoring meters at all times that the track operates. As a condition of continued operation pursuant to the business license, sound levels at the four locations outside the existing sound fence as depicted on the approved site plan shall not exceed 65 DBA LEQ (16). Method of measurement: Measurements shall be made with a calibrated sound level meter in good condition, meeting the requirements of a Type 1 or Type 2 meter, as specified in ANSI Standards, section 1.4 – 1971. For the purpose of this section, a sound level meter shall contain at least an "A" weighting network and both fast and slow response capability. Failure to comply with this condition shall result in a citation for each offense and upon conviction a fine of up to \$1,000 per violation. Upon three or more convictions for failure to comply with this condition during any calendar year, the Mayor and Council may revoke the business license and the ability of Owner, and its successors and assigns to operate the facility as a motorsports park complex.
18. All infrastructures shall be designed and installed as required by the development regulations in force at the time the Owner seeks permits for development.
19. Allow four (4) annual events on the car/motorcycle course from Thursday through Sunday that will involve a maximum of 300 racer entrants with open sound limits during events. These events will operate only during the hours approved in 2009. These events can be reduced or removed entirely by a vote of city council if noise or traffic cause a nuisance as determined by the City Council. If an event is confirmed by City Council and confirmed by the lessee, then that event cannot be canceled by City Council.
20. Approval of Master Site Plan page C201 created by Civilogistix dated October 31, 2022 and last revised May 30, 2023.





GENERAL NOTES

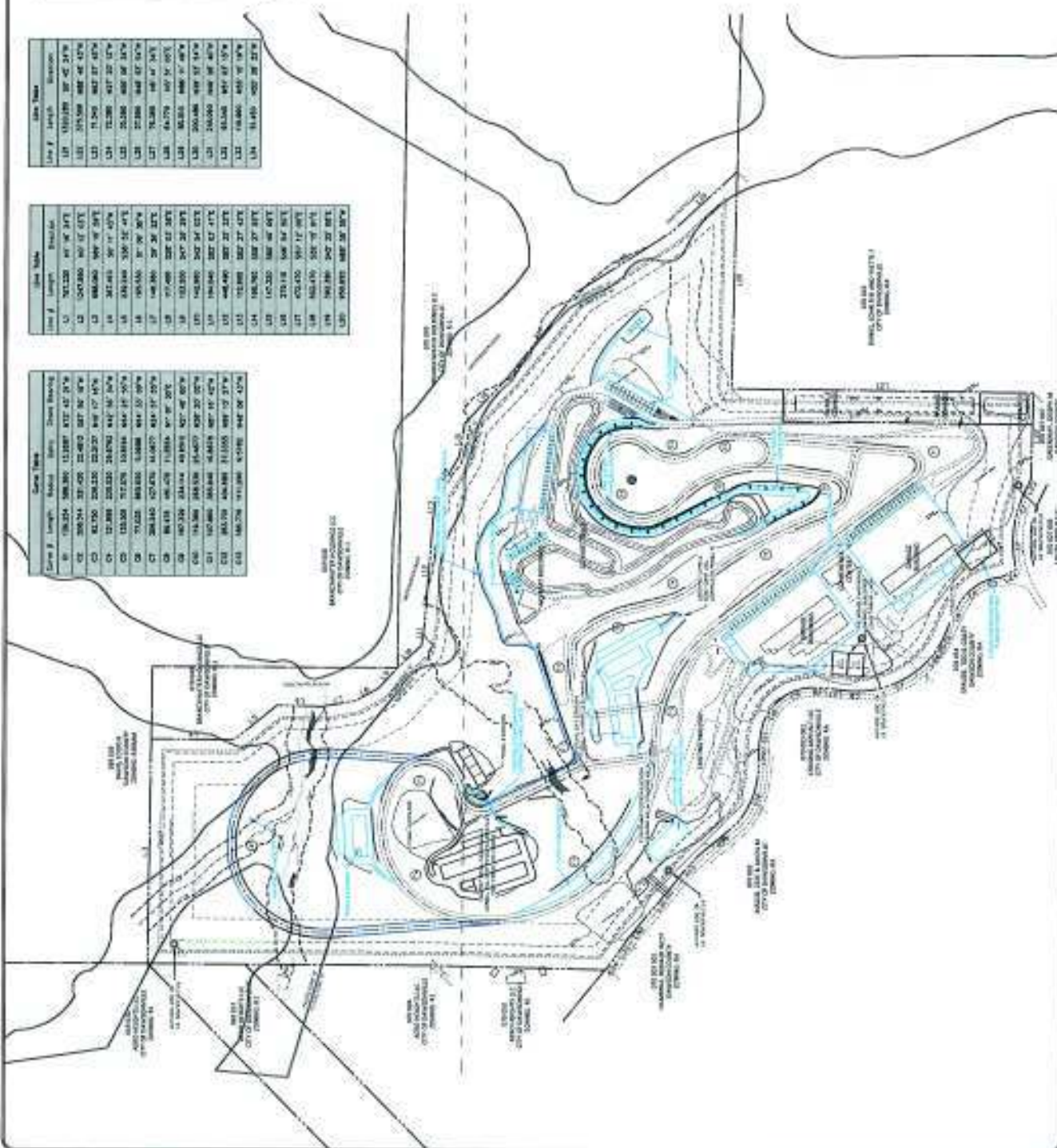
1. ALL WORK AND MATERIALS SHALL COMPLY WITH THE CITY OF JAMESVILLE, VA, SPECIFICATIONS AND CODES, AS WELL AS ALL STATE AND FEDERAL REQUIREMENTS.
2. ALL MATERIALS, METHODS, SPECIFICATIONS, AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER AND THE STATE INSPECTOR.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF JAMESVILLE AND THE STATE OF VIRGINIA.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF JAMESVILLE AND THE STATE OF VIRGINIA.
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Line #	Length	Station
101	100.000	0+00.00
102	100.000	0+100.00
103	100.000	0+200.00
104	100.000	0+300.00
105	100.000	0+400.00
106	100.000	0+500.00
107	100.000	0+600.00
108	100.000	0+700.00
109	100.000	0+800.00
110	100.000	0+900.00
111	100.000	1+000.00
112	100.000	1+100.00
113	100.000	1+200.00
114	100.000	1+300.00
115	100.000	1+400.00
116	100.000	1+500.00
117	100.000	1+600.00
118	100.000	1+700.00
119	100.000	1+800.00
120	100.000	1+900.00
121	100.000	2+000.00
122	100.000	2+100.00
123	100.000	2+200.00
124	100.000	2+300.00
125	100.000	2+400.00
126	100.000	2+500.00
127	100.000	2+600.00
128	100.000	2+700.00
129	100.000	2+800.00
130	100.000	2+900.00
131	100.000	3+000.00
132	100.000	3+100.00
133	100.000	3+200.00
134	100.000	3+300.00
135	100.000	3+400.00
136	100.000	3+500.00
137	100.000	3+600.00
138	100.000	3+700.00
139	100.000	3+800.00
140	100.000	3+900.00
141	100.000	4+000.00
142	100.000	4+100.00
143	100.000	4+200.00
144	100.000	4+300.00
145	100.000	4+400.00
146	100.000	4+500.00
147	100.000	4+600.00
148	100.000	4+700.00
149	100.000	4+800.00
150	100.000	4+900.00

Line #	Length	Station
101	100.000	0+00.00
102	100.000	0+100.00
103	100.000	0+200.00
104	100.000	0+300.00
105	100.000	0+400.00
106	100.000	0+500.00
107	100.000	0+600.00
108	100.000	0+700.00
109	100.000	0+800.00
110	100.000	0+900.00
111	100.000	1+000.00
112	100.000	1+100.00
113	100.000	1+200.00
114	100.000	1+300.00
115	100.000	1+400.00
116	100.000	1+500.00
117	100.000	1+600.00
118	100.000	1+700.00
119	100.000	1+800.00
120	100.000	1+900.00
121	100.000	2+000.00
122	100.000	2+100.00
123	100.000	2+200.00
124	100.000	2+300.00
125	100.000	2+400.00
126	100.000	2+500.00
127	100.000	2+600.00
128	100.000	2+700.00
129	100.000	2+800.00
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131	100.000	3+000.00
132	100.000	3+100.00
133	100.000	3+200.00
134	100.000	3+300.00
135	100.000	3+400.00
136	100.000	3+500.00
137	100.000	3+600.00
138	100.000	3+700.00
139	100.000	3+800.00
140	100.000	3+900.00
141	100.000	4+000.00
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143	100.000	4+200.00
144	100.000	4+300.00
145	100.000	4+400.00
146	100.000	4+500.00
147	100.000	4+600.00
148	100.000	4+700.00
149	100.000	4+800.00
150	100.000	4+900.00

Curve #	Length	Station	Start Station	End Station
1	100.000	0+00.00	0+00.00	0+100.00
2	100.000	0+100.00	0+100.00	0+200.00
3	100.000	0+200.00	0+200.00	0+300.00
4	100.000	0+300.00	0+300.00	0+400.00
5	100.000	0+400.00	0+400.00	0+500.00
6	100.000	0+500.00	0+500.00	0+600.00
7	100.000	0+600.00	0+600.00	0+700.00
8	100.000	0+700.00	0+700.00	0+800.00
9	100.000	0+800.00	0+800.00	0+900.00
10	100.000	0+900.00	0+900.00	1+000.00
11	100.000	1+000.00	1+000.00	1+100.00
12	100.000	1+100.00	1+100.00	1+200.00
13	100.000	1+200.00	1+200.00	1+300.00
14	100.000	1+300.00	1+300.00	1+400.00
15	100.000	1+400.00	1+400.00	1+500.00
16	100.000	1+500.00	1+500.00	1+600.00
17	100.000	1+600.00	1+600.00	1+700.00
18	100.000	1+700.00	1+700.00	1+800.00
19	100.000	1+800.00	1+800.00	1+900.00
20	100.000	1+900.00	1+900.00	2+000.00
21	100.000	2+000.00	2+000.00	2+100.00
22	100.000	2+100.00	2+100.00	2+200.00
23	100.000	2+200.00	2+200.00	2+300.00
24	100.000	2+300.00	2+300.00	2+400.00
25	100.000	2+400.00	2+400.00	2+500.00
26	100.000	2+500.00	2+500.00	2+600.00
27	100.000	2+600.00	2+600.00	2+700.00
28	100.000	2+700.00	2+700.00	2+800.00
29	100.000	2+800.00	2+800.00	2+900.00
30	100.000	2+900.00	2+900.00	3+000.00
31	100.000	3+000.00	3+000.00	3+100.00
32	100.000	3+100.00	3+100.00	3+200.00
33	100.000	3+200.00	3+200.00	3+300.00
34	100.000	3+300.00	3+300.00	3+400.00
35	100.000	3+400.00	3+400.00	3+500.00
36	100.000	3+500.00	3+500.00	3+600.00
37	100.000	3+600.00	3+600.00	3+700.00
38	100.000	3+700.00	3+700.00	3+800.00
39	100.000	3+800.00	3+800.00	3+900.00
40	100.000	3+900.00	3+900.00	4+000.00
41	100.000	4+000.00	4+000.00	4+100.00
42	100.000	4+100.00	4+100.00	4+200.00
43	100.000	4+200.00	4+200.00	4+300.00
44	100.000	4+300.00	4+300.00	4+400.00
45	100.000	4+400.00	4+400.00	4+500.00
46	100.000	4+500.00	4+500.00	4+600.00
47	100.000	4+600.00	4+600.00	4+700.00
48	100.000	4+700.00	4+700.00	4+800.00
49	100.000	4+800.00	4+800.00	4+900.00
50	100.000	4+900.00	4+900.00	5+000.00



**Atlanta Motorsports Park Kart Track**  
Brewersville, GA

**EQUIPMENT LAYOUT**

**INCLUDES:**

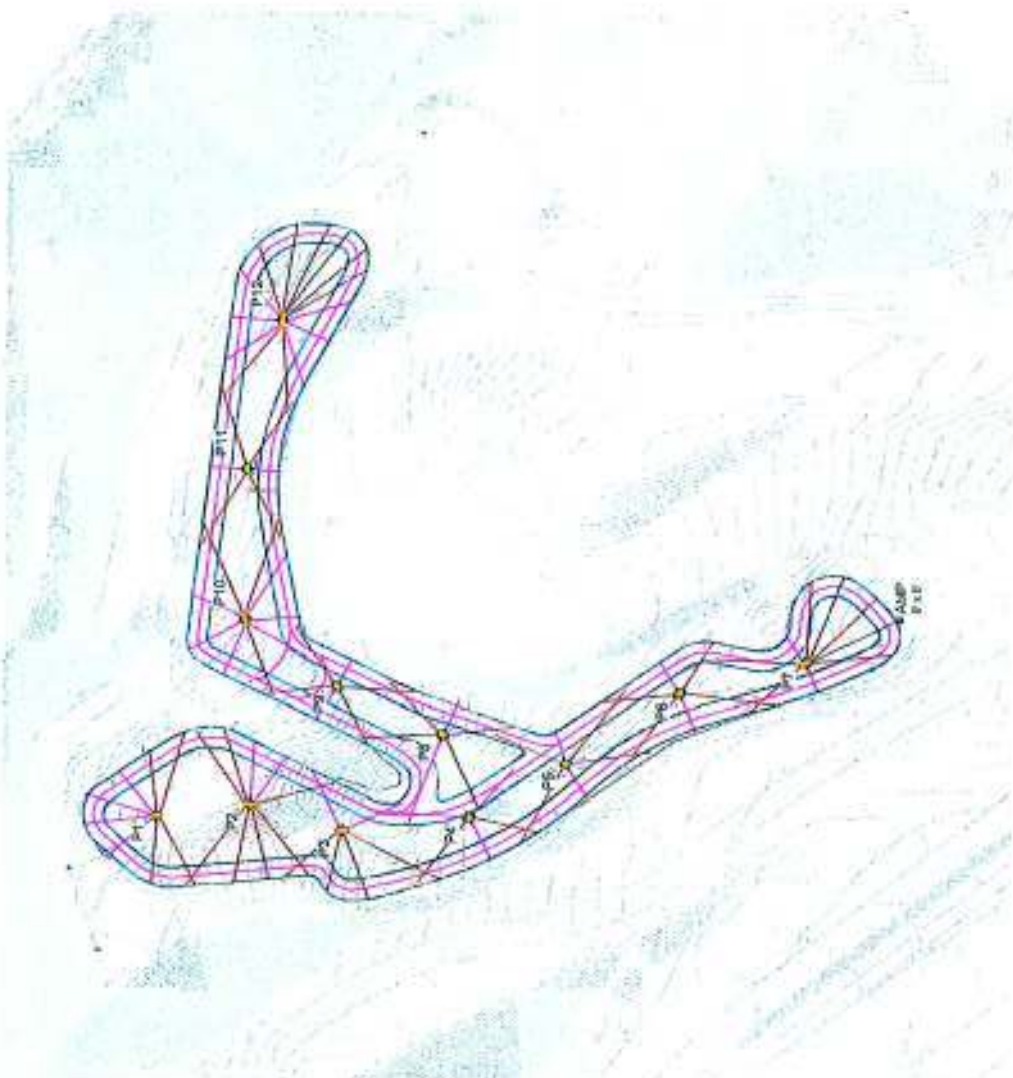
- AMP
- Electrical System Requirements: Refer to complete Draw Chart and/or the "Musco General System Summary" for electrical details.
- Installation Specifications: Refer to section 4.01, "General Specifications for Electrical Systems" in the project manual located within 8 Spec. (Set) of project documents.

**EQUIPMENT PER AREA DRAWN**

NO.	LOCATION	AMP	WATTAGE	NUMBER	TYPE	DATE
1	1	20	20	1	15-21-2000	1/07
2	2	20	20	1	15-21-2000	1/07
3	3	20	20	1	15-21-2000	1/07
4	4	20	20	1	15-21-2000	1/07
5	5	20	20	1	15-21-2000	1/07
6	6	20	20	1	15-21-2000	1/07
7	7	20	20	1	15-21-2000	1/07
8	8	20	20	1	15-21-2000	1/07
9	9	20	20	1	15-21-2000	1/07
10	10	20	20	1	15-21-2000	1/07
11	11	20	20	1	15-21-2000	1/07
12	12	20	20	1	15-21-2000	1/07
13	13	20	20	1	15-21-2000	1/07
14	14	20	20	1	15-21-2000	1/07
15	15	20	20	1	15-21-2000	1/07
16	16	20	20	1	15-21-2000	1/07
17	17	20	20	1	15-21-2000	1/07
18	18	20	20	1	15-21-2000	1/07
19	19	20	20	1	15-21-2000	1/07
20	20	20	20	1	15-21-2000	1/07

**EQUIPMENT PER TRACK**

TRACK	NO. OF TRACKS	NO. OF TRACKS PER LUMINAIRE
1	1	1
2	1	1
3	1	1
4	1	1
5	1	1
6	1	1
7	1	1
8	1	1
9	1	1
10	1	1
11	1	1
12	1	1
13	1	1
14	1	1
15	1	1
16	1	1
17	1	1
18	1	1
19	1	1
20	1	1



SCALE IN FEET 1"=50'

ENGINEERED DESIGN By: A. Boagins - File #173584C - 15-Aug-22

NOT TO SCALE  
 (1) = 100' (Reference points)



**We Make It Happen.**

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**EQUIPMENT LAYOUT**



**Atlanta Motorsports Park Kart Track**  
Lawrenceville, GA

SITE SUMMARY	
Track	0.75 mi
Station	20.7, 13.67
Height	4.7 above grade
ILLUMINATION SUMMARY	
MARK VOLTAGE (VOLTAGE), FOOTCANDLES	
Mean Average	8000 S40
Maximum	93
Minimum	21
Avg. / Meter	1.05
Max. / Meter	4.29
US (footcandle)	500
No. of Fixtures	212
No. of Fixtures	212
Applied Circuit	A
No. of Fixtures	212
Total Load	861.10W

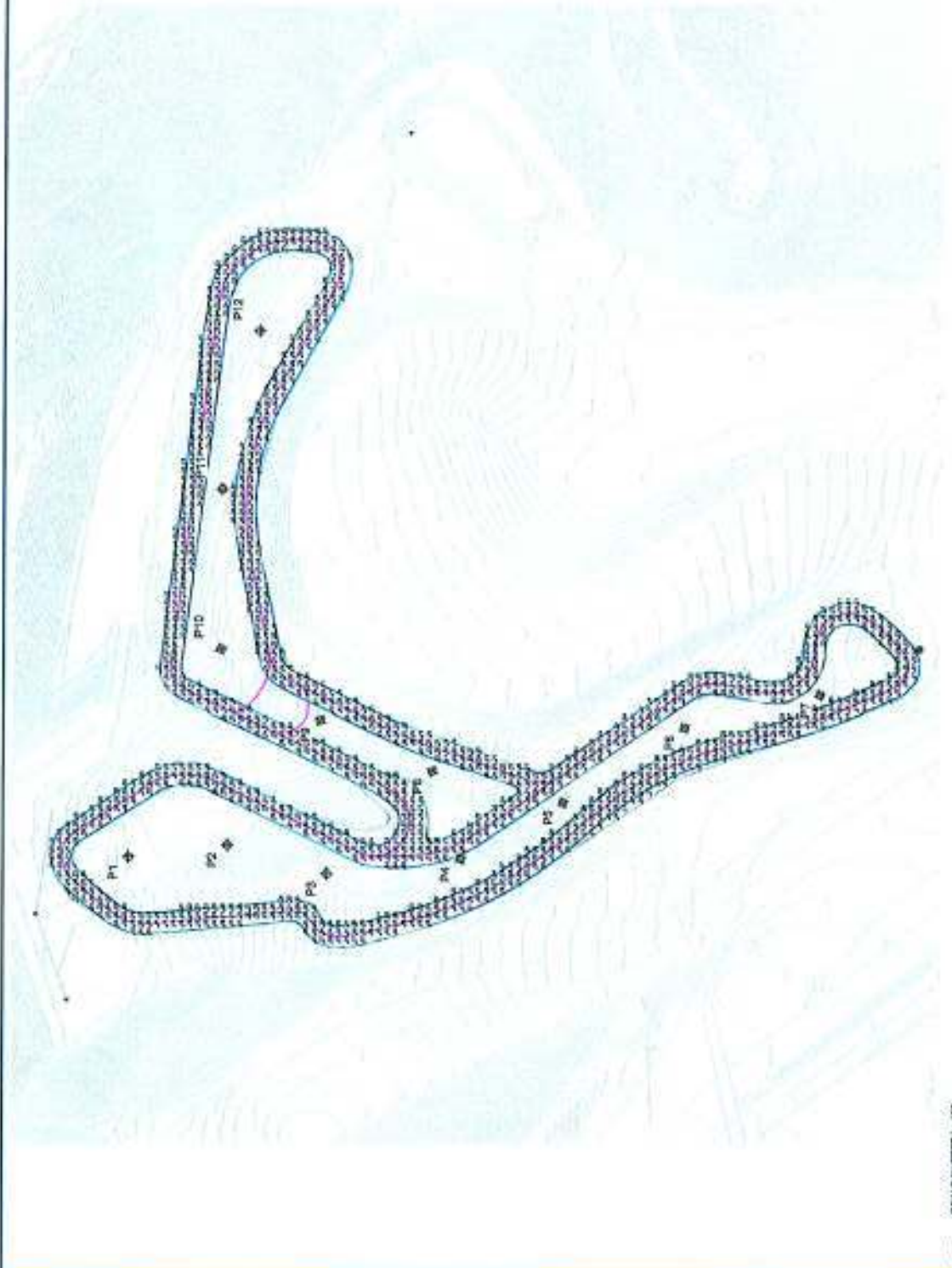
Standard Performance: The ILLUMINATION described herein is designed per your request. Minimum document size includes a 0.25-amp design factor.

Total Measurements: Individual field measurements that vary from computer-generated predictions are listed below in accordance with IEEE 81-8.15.

Standard System Requirements: Refer to Appendix D for electrical wiring.

Draw Chart under the "Musco General System Summary" for electrical wiring.

Installation Requirements: Results assume a 2% vertical voltage at the side of the track and conditions listed within a foot (1m) of depth systems.



SCALE BY FOOT 1 : 100  
 Full Installation (●) Alternative per vehicle (⊗)  
 In 0.2 reference points (⊙)

ENGINEERED DESIGN By A.9.seitors - File #372564C - 16-Aug-22



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**ILLUMINATION SUMMARY**



**DRI Review Findings**

**TO:** Stacy Harris, Zoning Administrative Assistant  
City of Dawsonville  
Other Interested Parties

**FROM:** Adam Hazell, AICP, Planning Director

A handwritten signature in blue ink, appearing to read "AH", is located to the right of the "FROM:" line.

**DATE:** August 9, 2023

**SUBJECT:** DRI Project Review, Dawsonville

**PROJECT:** **DRI-4005**, Atlanta Motorsports Park

---

The Georgia Mountains Regional Commission (GMRC) has completed the review of the project identified above. Based on comments received and staff analysis of this project, conducted in accordance with the Georgia Department of Community Affairs' Procedures for the Review of Developments of Regional Impact, the GMRC finds that the proposed action does not present any potential adverse inter-jurisdictional impacts. Please note that this finding is advisory only and assumes the project will proceed as presented to the GMRC and will comply with all applicable local, State and federal rules and regulations.

Copies of the staff review, any comments from interested stakeholders and any recommendations have been included with this memo. They should be considered and addressed by the local government in its final determination and review/permitting procedures for the finding to remain as stated.



**DRI #4005 - Atlanta Motorsports Park**

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**STATEMENT OF FINDING**

Based on the information provided, comments received, a review of the local comprehensive plan and prevailing DRI review criteria, the GMRC staff analysis finds that this project does not present any potential adverse interjurisdictional impacts. The finding assumes the project will proceed as presented to the GMRC and only if the project complies with all applicable local, State and federal rules and regulations and if the following advisory comments and recommendations are considered and addressed.

**Summary of Staff Review**

- The proposal is for a mixed-use development with 291 residential units and 54,600 square feet commercial use surrounding an existing racetrack and go-kart track facility.
- The development is located at the intersection of Duck Thurmond Road and GA 53, approximately 4 miles west of downtown Dawsonville. The area surrounding the development remains rural, with the closest subdivision or office park still miles away. There are approximately 100 conventional residential lots to the northwest, and a private airport 2 miles to the north.

Atlanta Motorsports Park maintains their own package utility system, designed to handle this new development. This includes infrastructure on site and equipment with regards to aiding emergency services. The proposed project also places no burden on local or county concerns regarding fire, emergency ambulance services, wastewater, sound, educational due to planned systems at AMP and development covenants for the secondary homes. The plan mirrors the City's 2023 Comprehensive Plan Update and both the airport and industrial zone character areas on the western edge of the city regarding intentions towards smart planned growth and development that is sustainable and does not place an excessive burden on city services nor detract from the conservation centered surrounding area. ***No regional concerns regarding utilities.***

- The overall proposal assumes only about 35% impervious surface coverage. The application lists that "*Natural vegetation, buffers, detention and retention ponds will be placed strategically within the development to mitigate the stormwater management.*"

Sweetwater Creek is a perennial stream that runs along portions of the north and east of the property boundary. This drains into Shoal Creek, which eventually drains into the Etowah River. Given the presence of environmentally sensitive conditions, including being within a water supply watershed, the application offers the following mitigation strategy:



*“Multiple water quality BMPs have been designed which will minimize the runoff of total suspended solids from the site. This will reduce or negate the impact of stormwater runoff from the site on the Coosa-North Georgia Watershed. Additional infiltration of stormwater runoff through best management practices will be provided, allowing for groundwater recharge to occur on site. There is one wetland identified by Ecological Solutions on site which occupies approximately 4800 square feet. A portion of this wetland will be impacted by the construction of the track extension. An area identified as Flood Zone “A” is located on the northern portion of the property, as labeled on FEMA map #13085C0100B. A “no-rise certification” has been conducted by Joan Woodward, PE, which certifies that the base flood elevations of the 100-year flood have not impacted off the property in question.”*

Given that the track and much of the site is already developed, the impact of the new development should be marginal. The City will want to ensure the stormwater management plans are valid, particularly along the creek side and accounting for the steep slopes on site. Lastly, the City should also ensure the development maintains practices for the management of chemicals on site that could seep into the ground or flow into the creek. Provided storage and application of the fuels, oils, and other chemicals is up to code, then the other stormwater measures should be sufficient. ***Assuming compliance with all applicable federal, State and local regulations, there are no regional concerns regarding environmental protection.***

- The project site utilizes GA 53 as the primary artery for all incoming and outgoing traffic, despite the only access coming off Duck Thurmond Road. Because of the mostly residential nature of the new phase of development, the application lists a projected impact of only 100 new vehicle trips per day (approximate). A cursory review of other trip generation models by GMRC staff suggests the number might be higher. Of more importance will be the impact of traffic for special events and whether or not those occasions might warrant a need for improvements at the intersection of GA 53 and Duck Thurmond Road.

Without any formal traffic analysis provided, Georgia DOT staff has suggested that *“the development will cause impacts to the intersection of SR 53 @ Duck Thurmond Rd. Upgrades will be needed to improve operations and safety at the intersection.”* The chief concern may come from traffic during event days but also a possible increase in freight traffic. Vehicles with trailers carrying equipment or other vehicles would slightly increase congestion and hazard conditions at the intersection compared to simple car traffic, especially if the base traffic flow along GA 53 is anticipated to increase in the coming years. ***There are no regional concerns regarding traffic or transportation infrastructure, but the City is encouraged to review this development in conjunction with GDOT personnel and with thoughts about intersection improvements at the noted locations.***



<b>CONSISTENCY REVIEW</b>	
<b>Is the proposed DRI compliant with ...</b>	<b>Comment</b>
<i>The GMRC Regional Plan?</i>	Generally speaking. Best practices regarding stormwater management are highly encouraged.
<i>Other State or regional plans for the area?</i>	Yes
<i>Applicable Service Delivery Agreements and/or land use management measures?</i>	Yes
<i>Projected capacity for utilities and services?</i>	Yes
<i>Are there any potential inter-jurisdictional conflicts identified by the GMRC?</i>	No significant or standing conflict was raised or identified by staff.

**Outside Comments Received**

(Copies of full comments can be found as submitted attached to this report.)

- Georgia DOT



**From:** [Peevy, Jonathan](#)  
**To:** [Adam Hazell](#)  
**Cc:** [Dykes, Jason](#); [Hash, Christopher M](#)  
**Subject:** RE: Notice of DRI review - 4005 Atlanta Motorsports Park (Dawsonville)  
**Date:** Tuesday, July 18, 2023 7:43:25 AM  
**Attachments:** [image002.png](#)  
[image004.png](#)  
[DRI4005\\_Review Packet.pdf](#)  
[4005\\_notification.docx](#)

---

This message was sent from outside your organization. Please proceed with caution.

Adam,  
Looking at this DRI, the development will cause impacts to the intersection of SR 53 @ Duck Thurmond Rd. Upgrades will be needed to improve operations and safety at the intersection.

Thanks,

**Jonathan Peevy, P.E.**  
*Assistant District Traffic Engineer*



District 1 Traffic Operations  
1475 Jesse Jewell Pkwy  
Suite 100  
Gainesville, GA, 30501  
770.533.8276 office

---

**From:** Dykes, Jason <[jdykes@dot.ga.gov](mailto:jdykes@dot.ga.gov)>  
**Sent:** Friday, July 14, 2023 2:21 PM  
**To:** Hash, Christopher M <[CHash@dot.ga.gov](mailto:CHash@dot.ga.gov)>; Peevy, Jonathan <[jpeevy@dot.ga.gov](mailto:jpeevy@dot.ga.gov)>  
**Subject:** Fwd: Notice of DRI review - 4005 Atlanta Motorsports Park (Dawsonville)

FYI

Jason Dykes, PE  
GDOT - District 1, Gainesville  
Assistant District Engineer  
District Traffic Engineer

---

**From:** Mullins, Kelvin <[kemullins@dot.ga.gov](mailto:kemullins@dot.ga.gov)>  
**Sent:** Friday, July 14, 2023 11:52:47 AM  
**To:** Dykes, Jason <[jdykes@dot.ga.gov](mailto:jdykes@dot.ga.gov)>; Decker, Sue Anne <[sdecker@dot.ga.gov](mailto:sdecker@dot.ga.gov)>  
**Subject:** FW: Notice of DRI review - 4005 Atlanta Motorsports Park (Dawsonville)





**DRI Review Notification**

**TO:** Stacy Harris, Zoning Administrative Assistant  
City of Dawsonville  
Other Interested Parties

**FROM:** Adam Hazell, AICP, Planning Director

**DATE:** July 12, 2023

**SUBJECT:** DRI Project Review, Dawsonville

**PROJECT:** **DRI-4005**, Atlanta Motorsports Park

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The Georgia Mountains Regional Commission (GMRC) has received a request from the City of **Dawsonville** to review a proposed mixed-use development as a *Development of Regional Impact (DRI)*. The GMRC agrees that the project is a DRI under the standards and procedures provided for in the Georgia Planning Act of 1989 and established by the Department of Community Affairs (DCA).

Based on the data submitted to GMRC, our preliminary assessment is that there are potential positive and negative impacts or inter-jurisdictional conflicts that would be created by this project. A summary of the project, site maps and a response form are enclosed for your use in reviewing this project.

Information provided to GMRC will be used to help complete the analysis of the project to determine any potential adverse inter-jurisdictional impacts resulting from the development. Please complete the enclosed comment form and return it by the date indicated to have your comments reflected in the final assessment.



## Developments of Regional Impact

[DRI Home](#)
[Tier Map](#)
[Apply](#)
[View Submissions](#)
[Login](#)
**DRI #4005**

### DEVELOPMENT OF REGIONAL IMPACT Initial DRI Information

This form is to be completed by the city or county government to provide basic project information that will allow the RDC to determine if the project appears to meet or exceed applicable DRI thresholds. Refer to both the [Index for the DRI Process](#) and the [DRI Tiers and Thresholds](#) for more information.

#### Local Government Information

Submitting Local Government: Dawsonville  
 Individual completing form: Jameson Kinley  
 Telephone: 70.203.4026  
 E-mail: [planning@dawsonville-ga.gov](mailto:planning@dawsonville-ga.gov)

\*Note: The local government representative completing this form is responsible for the accuracy of the information contained herein. If a project is to be located in more than one jurisdiction and, in total, the project meets or exceeds a DRI threshold, the local government in which the largest portion of the project is to be located is responsible for initiating the DRI review process.

#### Proposed Project Information

Name of Proposed Project: Atlanta Motorsports Park, LLC  
 Location (Street Address, GPS Coordinates, or Legal Land Lot Description): 20 Duck Thurmond Rd, Dawsonville, GA 30534  
 Brief Description of Project: Mixed use development with commercial and residential surrounding an existing racetrack and go-kart track facility.

#### Development Type:

(not selected)	Hotels	Wastewater Treatment Facilities
Office	Mixed Use	Petroleum Storage Facilities
Commercial	Airports	Water Supply Intakes/Reservoirs
Wholesale & Distribution	Attractions & Recreational Facilities	Intermodal Terminals
Hospitals and Health Care Facilities	Post-Secondary Schools	Truck Stops
Housing	Waste Handling Facilities	Any other development types
Industrial	Quarries, Asphalt & Cement Plants	

If other development type, describe:

Project Size (if of units, floor area, etc.): 291 Units; 54,600 square feet commercial

Developer: Atlanta Motorsports Park, LLC Jeremy Porter

Mailing Address: 20 Duck Thurmond Road

Address 2:

City: Dawsonville State: GA Zip: 30534

Telephone:

Email:

Is property owner different from developer/applicant? (not selected) Yes No

If yes, property owner:

Is the proposed project entirely located within your (not selected) Yes No

local government's jurisdiction?  
If no, in what additional jurisdictions is the project located?  
Is the current proposal a continuation or expansion of a previous DRI? (not selected) Yes No  
If yes, provide the following information: Project Name: Project ID: .  
The initial action being requested of the local government for this project: Reasoning  
Variance  
Sewer  
Water  
Permit  
Other  
Is this project a phase or part of a larger overall project? (not selected) Yes No  
If yes, what percent of the overall project does this project/phase represent? 25 %  
Estimated Project Completion Dates: This project/phase: 2030 Overall project: 2023  
[Back to Top](#)



## Developments of Regional Impact

[DRI Home](#)
[Tier Map](#)
[About](#)
[View Submissions](#)
[Login](#)

### DRI #4005

#### DEVELOPMENT OF REGIONAL IMPACT Additional DRI Information

This form is to be completed by the city or county government to provide information needed by the RDC for its review of the proposed DRI. Refer to both the [Rules for the DRIP Process](#) and the [DRI Tiers and Thresholds](#) for more information.

#### Local Government Information

Submitting Local Government: Dawsonville  
 Individual completing form: Jameson Kinley  
 Telephone: 706.203.4928  
 Email: [planning@dawsonville-ga.gov](mailto:planning@dawsonville-ga.gov)

#### Project Information

Name of Proposed Project: Atlanta Motorsports Park, LLC  
 DRI ID Number: 4005  
 Developer/Applicant: Atlanta Motorsports Park, LLC Jeremy Porter  
 Telephone: [REDACTED]  
 Email(s): [REDACTED]

#### Additional Information Requested

Has the RDC identified any additional information required in order to proceed with the official regional review process? (If no, proceed to Economic Impacts.)

(not selected) Yes No

If yes, has that additional information been provided to your RDC and, if applicable, GRTA?

(not selected) Yes No

If no, the official review process can not start until this additional information is provided.

#### Economic Development

Estimated Value at Build-Out: \$300,000,000

Estimated annual local tax revenues (i.e., property tax, sales tax) likely to be generated by the proposed development: \$200,000,000

Is the regional work force sufficient to fill the demand created by the proposed project? (not selected) Yes No

Will this development displace any existing uses? (not selected) Yes No

If yes, please describe (including number of units, square feet, etc):

#### Water Supply

Name of water supply provider for this site: Atlanta Motorsport Park



What is the estimated water supply demand to be generated by the project, measured in Millions of Gallons Per Day (MGD)?

30,000

Is sufficient water supply capacity available to serve the proposed project?

(not selected) Yes No

If no, describe any plans to expand the existing water supply capacity:

Is a water line extension required to serve this project?

(not selected) Yes No

If yes, how much additional line (in miles) will be required?

### Wastewater Disposal

Name of wastewater treatment provider for this site:

Atlanta Motorsports Park

What is the estimated sewage flow to be generated by the project, measured in Millions of Gallons Per Day (MGD)?

30,000

Is sufficient wastewater treatment capacity available to serve this proposed project?

(not selected) Yes No

If no, describe any plans to expand existing wastewater treatment capacity: Working with the EPD on permitting for an additional wastewater treatment plant.

Is a sewer line extension required to serve this project?

(not selected) Yes No

If yes, how much additional line (in miles) will be required?

### Land Transportation

How much traffic volume is expected to be generated by the proposed development, in peak hour vehicle trips per day? (If only an alternative measure of volume is available, please provide.)

Increase of 20%, estimate 100 trips per day

Has a traffic study been performed to determine whether or not transportation or access improvements will be needed to serve this project?

(not selected) Yes No

Are transportation improvements needed to serve this project?

(not selected) Yes No

If yes, please describe below:

### Solid Waste Disposal

How much solid waste is the project expected to generate annually (in tons)?

200 tons

Is sufficient landfill capacity available to serve this proposed project?

(not selected) Yes No

If no, describe any plans to expand existing landfill capacity:

Will any hazardous waste be generated by the development?

(not selected) Yes No

If yes, please explain:

### Stormwater Management

What percentage of the site is projected to be impervious surface once the

35%

proposed development has been constructed?

Describe any measures proposed (such as buffers, detention or retention ponds, pervious parking areas) to mitigate the project's impacts on stormwater management. Natural vegetation, buffers, detention and retention ponds will be placed strategically within the development to mitigate the stormwater management.

### Environmental Quality

Is the development located within, or likely to affect any of the following:

- |   |                |     |    |
|---|----------------|-----|----|
| 1. Water supply watersheds?                   | (not selected) | Yes | No |
| 2. Significant groundwater recharge areas?    | (not selected) | Yes | No |
| 3. Wetlands?                                  | (not selected) | Yes | No |
| 4. Protected mountains?                       | (not selected) | Yes | No |
| 5. Protected river corridors?                 | (not selected) | Yes | No |
| 6. Floodplains?                               | (not selected) | Yes | No |
| 7. Historic resources?                        | (not selected) | Yes | No |
| 8. Other environmentally sensitive resources? | (not selected) | Yes | No |

If you answered yes to any question above, describe how the identified resource(s) may be affected:

Multiple water quality BMPs have been designed which will minimize the runoff of total suspended solids from the site. This will reduce or negate the impact of stormwater runoff from the site on the Coosa-North Georgia Watershed. Additional infiltration of stormwater runoff through best management practices will be provided, allowing for groundwater recharge to occur on site. There is one wetland identified by Ecological Solutions on site which occupies approximately 4500 square feet. A portion of this wetland will be impacted by the construction of the track extension. An area identified as Flood Zone "A" is located on the northern portion of the property, as labeled on FEMA map #13085C0102B. A "no-rise certification" has been conducted by Joan Woodward, PE, which certifies that the base flood elevations of the 100-year flood have not impacted off the property in question.

[Back to Top](#)

## **Atlanta Motorsports Park, LLC DRI Summary**

At present, we've already secured approval to develop between 91 and 101 trackside condominiums in 2019. Over the past two and a half years, we have successfully sold 59 of these condos. Our aim now is to obtain permission to add an additional 122 to 142 units that are between 786 to 1541 sq ft trackside condominiums and 48 race cottages at 896 sq ft to our development. Totalling 43,000 square feet in race cottages, and between 271,688 and 308,744 sq ft condos contingent upon size of units sold. These units are subject to restrictions; they cannot be used as primary residences, no children are allowed to enroll in the local school system, and only Atlanta Motorsports Park members are eligible to purchase. The usage rate, which includes member visits and rentals of our garages and condos, stands at around 8-15%, akin to a fitness membership. Importantly, Atlanta Motorsports Park maintains its own onsite infrastructure, owning a water treatment plant, a sewer treatment plant, a fire truck, 280,000 gallon water/fire tank, and an ALS ambulance service.

We have incorporated three new structures into our design, including elevated trailer parking spaces and an autocross area situated on an elevated concrete parking deck. These spaces are uniquely designed to accommodate both driving programs and trailer parking (40-60' by 10' feet per trailer), an innovation that is, to our knowledge, unparalleled in the track world. Despite this unconventional approach, we continue to aim high, seeking the seemingly impossible, akin to reaching for the pie in the sky or shooting for the moon. Furthermore, these structures are designed to have condominiums built along the front of each deck. Depending on the size, all three decks could accommodate between 34 to 60 secondary non-primary home condos. It's important to note that these condos have already been included in the total additional number stated in the preceding paragraph.

We are seeking approval for a 15,000 sq ft commercial building. Its exact purpose has not been determined yet, but we assure you that its use will strictly comply with the stipulations under the current CIR zoning designation for businesses. In addition to this, we also request an additional 15,000 sq ft storage facility intended to house all maintenance equipment related to Atlanta Motorsports Park, including, but not limited to, mowers, an ambulance, a fire truck, tractors, blowers, and various cars and trucks.

July 10, 2023

Jeremy Porter, Atlanta Motorsports Park

Subject: Proposal for Upcoming Developments in Dawsonville's Track and Surrounding Facilities

Dear Planning Commission and City Council:

I am writing on behalf of our organization to share the proposal for modifications and enhancements to the existing kart track and associated facilities at the Atlanta Motorsports Park in Dawsonville. We believe these proposed changes will be greatly beneficial to our local community with higher paying careers, tax revenue without challenging infrastructure, while still respecting the residents and the charm of the motorsports park for our city. We hope for your favorable consideration of these plans.

- Permit only kart usage on the track (excluding cars and motorcycles), with the provision of non-glaring, precision-focused LED lights. These lights are strictly designated for rental karts and are not to be utilized for racing karts. Both the lighting layout and light spillage plans have been provided.
- The rental karts, which are not designed for racing, will operate until 9:30 pm from Monday to Thursday, until 12:00 midnight on Fridays and Saturdays, and until 8:30 pm on Sundays.
- Ability to conduct noiseless events on the track during off-peak evening hours for military and police purposes.
- Each year, we would host four race weekends, with each extending from Thursday to Sunday, without any restrictions on sound levels. These racing events would encompass a vintage style, including NASCAR, reflecting the rich heritage upon which Dawsonville was founded. They would operate within standard hours, from 7:30 AM to 6:30 PM, in accordance with current regulations that permit activities from sunrise to sunset. If necessary due to excessive sound or traffic, these four-day race periods could be shortened to three, two, or even a single day, or even completely canceled. Such modifications would be subject to a city council vote to safeguard the peace and well-being of our local residents.
- Proposed on the site plan are additional condominiums for sale, which are exclusively designated as secondary homes. Notably, children are not permitted to enroll in the local school system and these additional units will provide a tax benefit to the community. These condominiums are identical to the existing ones and offer sound mitigation benefits.
- The first building, measuring 64 feet by 780 feet, will boast condo units with individual values exceeding \$1 million each. This translates to a staggering \$45 million in taxable revenue for the county/city. Remarkably, the city/county infrastructure is not burdened with any additional taxation since we have our own independent provisions.
- Our facilities include a dedicated fire department, ambulance services, water treatment plant, and water supply. Moreover, we have a robust fire suppression system in place, coupled with a backup water tank. The water within the tank remains stationary (not refilling) unless there is a fire incident.
- We are offering 48 exclusive race cottages for sale, designed exclusively as second residences, thus prohibiting the enrollment of children in the local school system. Additional soundproofing measures are included for enhanced tranquility. Given that these residences serve as secondary homes, there will be no extra demand on the school system. This proposition represents a high-



value revenue stream for the local government, without necessitating any additional tax burdens on the city or county

- The addition of a second sign using city code for permissible dimensions of a two-sided sign on Highway 53 West.
- We plan to construct three (3) elevated parking decks that will span our current parking lots. These decks will feature condominiums on their front side, facing the racetrack. They will serve multiple purposes, such as accommodating driving programs, teen schools, and autocross events. Additionally, the condominiums will act as effective sound buffers, significantly reducing noise levels. The height of these structures will contribute to their soundproofing capabilities. These are pro in the sky dreams, and we would be the first track doing this, but one can dream!
- Removal of ambulance and fire requirement for the racetrack unless the track is racing, we do not need it for rental, go karts, for example or low speed film and TV where they do below 45 miles an hour. Our insurance company does not require it, we want people safe but to have this all the time does not make economic sense.
- In addition, we should lift the restriction on spectators, while still maintaining the rule that no grandstands are allowed.
- We adhere to our current limit of 98 DBA for the PA system in our cars, ensuring that the sound level remains unchanged. The speakers are oriented inward and have been used for playing music for the past decade at 98 dba. Recently, however, we have switched to broadcasting voices instead of music. A neighbor living across the street raised concerns about the speakers facing the pool area and the music being played during late hours. As a result, we promptly addressed the issue by turning off the music and repositioning the speakers several years ago. Since then, we have not received any further complaints from the neighbor.
- *Correct zoning condition number 18 To:* As a condition of continued operation pursuant to their business license, sound levels at the four or more locations outside the berms as depicted on Exhibit A shall not exceed 63 Dba LEQ (16). *OR:* Increase the current zoning condition 18 from 98 DBA per vehicle to 101 DBA per vehicle and the proper line meters from 63 DBA LEQ (16) to 65 DBA LEQ (16). This can be pulled back by city council voting to the original 98 DBA per vehicle and 63 DBA LEQ (16) for all days, weekends only, a limited number of weekends, or total recension back to the original 98 DBA per vehicle and 63 DBA LEQ (16) 7 days per week. All sounds are "A" weighted measurement.
- We are planning to extend the track in accordance with the zoning and planning layout approved back in 2009. Our approach would strictly adhere to all necessary regulations set forth by the Army Corps of Engineers, as well as those related to wetlands, wildlife, and archaeological studies in alignment with the standard permitting process. These regulations adhere to the already approved zoning and planning.
- A Development of Regional Impact (DRI) study will be carried out to validate the guidelines or suggestions provided by the Georgia Mountains Regional Commission (GMRC), who is responsible for conducting the DRI study

In conclusion, we believe these proposed changes will significantly enhance the track and its surrounding facilities while respecting the peace and harmony of Dawsonville. We look forward to a fruitful discussion regarding these proposals and appreciate your attention to this. Thank you for your time and consideration.





# ATLANTA MOTORSPORTS PARK

*A Private Motorsports Country Club*



## PUBLIC NOTICE ON ZONING

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

THE APPLICATION IS FOR:

*ZSP-C23000063*

HEARINGS WILL BE HELD BY:

PLANNING COMMISSION

CITY COUNCIL

DATE: *8-14-2023*

DATE: *8-21-2023*

TIME: *5:30pm*

TIME: *5:00pm*

HEARING LOCATION:

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

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

THIS SIGN NOT TO BE REMOVED WITHOUT AUTHORIZATION





confirmation and audit of the status of the loan as provided in the preceding paragraph. Pursuant to O.C.G.A. Section 44-14-162.2, the entity that has full authority to negotiate, amend and modify all terms of the mortgage with the debtor is:

Carrington Mortgage Services, LLC  
Attention: Loss Mitigation Department  
1600 South Douglass Road, Suites 100 & 200-A  
Anaheim, CA 92806  
1-800-561-4567

The foregoing notwithstanding, nothing in O.C.G.A. Section 44-14-162.2 shall be construed to require the secured creditor to negotiate, amend or modify the terms of the Deed to Secure Debt described herein.

This sale is conducted on behalf of the secured creditor under the power of sale granted in the aforementioned security instrument, specifically being BANK UNITED N.A.

as attorney in fact for SANDRA D. HICKS FKA Sandra D. Turpen  
Parkway Law Group, LLC  
1755 North Brown Road  
Suite 150  
Lawrenceville, GA 30043  
404.719.5155

JUNE 28, JULY 5, 12, 19, 26, AUGUST 2, 9, 16, 23, 30, 2023  
22-0055

THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.  
123095, 6/28, 7/5, 7/12, 7/19, 7/26, 8/2, 8/9, 8/16, 8/23, 8/30

**Name Changes**

**STATE OF GEORGIA  
COUNTY OF DAWSON  
NOTICE OF PETITION TO  
CHANGE NAME**

Notice is hereby given that REBEKAH JOY STAHLBUSCH filed a Petition in the Superior Court of Dawson County, Georgia, on the 16th day of June, 2023 praying for a change in the name of her minor child from RENALDO VITO STAHLBUSCH to RENALDO VITO SARDANOPOLO, II. Notice is hereby give pursuant to law to any interested or affected party to appear in said Court and to file any objections to such name change. Objections must be filed with said Court within thirty (30) days of the filing of said Petition. This 16th day of June, 2023.  
MARGARET ANNE CHRISTIE  
123075, 6/28, 7/5, 7/12, 7/19

**SUPERIOR COURT OF  
DAWSON COUNTY  
STATE OF GEORGIA**

In re the Name Change of Child:  
BRAILYN PARKER CASTILLO  
GEORGE D. GRAVES  
Petitioner

JUSTINE GRAVES & SAMANTHA CASTILLO  
Respondent.  
Civil Action Case Number:  
2023-CV-254-J

**NOTICE OF PETITION TO  
CHANGE NAME OF MINOR  
CHILD**

GEORGE D. GRAVES filed a petition in the Superior Court of Dawson County on Jun 13, 2023 to change the name(s) of the following minor child(ren)

From:  
BRAILYN PARKER CASTILLO  
To:  
BRAILYN CASTILLO GRAVES

Any interested party has the right to appear in this case and file objections within the time prescribed in O.C.G.A. §§ 19-12-11(f)(2) and (3).  
Dated: 6-13-23  
GEORGE D. GRAVES  
Petitioner, Pro se  
Name: GEORGE D. GRAVES  
Address: 125 Sundown Way  
Dawsonville, GA 30534  
Phone (day): (678) 549-7767  
123373, 7/5, 7/12, 7/19, 7/26

**SUPERIOR COURT OF  
DAWSON COUNTY  
STATE OF GEORGIA**  
In re the Name Change of:  
Manuel E. Quesada,  
Petitioner  
Civil Action Case Number:  
2023-CV-255-LHB  
NOTICE OF PETITION TO  
CHANGE NAME OF ADULT  
Manuel Quesada filed a petition in the Superior Court of Dawson County on June 27, 2023 to change the name from: Manuel E. Quesada to Manuel E. Barrios.

Any interested party has the right to appear in this case and file objections within 30 days after the Petition was filed.  
Dated: June 27, 2023  
Manuel Q  
Petitioner, Pro se  
Name: Manuel E. Quesada  
Address: 318 Angela Ln,  
Dawsonville, GA 30534  
Email: M.Quesada0628@gmail.com  
Phone (day): 706-888-0307  
123717, 7/19, 7/26, 8/2, 8/9

Manuel E. Barrios.  
Any interested party has the right to appear in this case and file objections within 30 days after the Petition was filed.  
Dated: June 27, 2023  
Manuel Q  
Petitioner, Pro se  
Name: Manuel E. Quesada  
Address: 318 Angela Ln,  
Dawsonville, GA 30534  
Email: M.Quesada0628@gmail.com  
Phone (day): 706-888-0307  
123717, 7/19, 7/26, 8/2, 8/9

**Public Hearings**

**Notice of Public Hearing**

The following public hearings will be conducted by the City of Dawsonville Planning Commission at 5:30 p.m. and/or the City Council beginning at 5:00 p.m. respectively on the dates indicated below. Public hearings are conducted in the Council Chambers on the second floor at City Hall located at 415 Hwy 53 East, Dawsonville, Georgia 30534. The public is invited to participate.  
ZSP C2300063: Atlanta Motorsports Park, LLC has petitioned to amend the site plan and the current stipulations; located at 20 Duck Thurmond Road (TMP

070 049 001). Public Hearing Dates: Planning Commission on Monday, August 14, 2023, and City Council Monday, August 21, 2023. City Council for a decision on September 18, 2023.

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

Those persons with disabilities who require reasonable accommodations in order to allow them to observe and/or participate in this meeting or who have questions regarding the accessibility of the meeting, should contact the Clerk at Dawsonville City Hall at 706-265-3256 at least two (2) business days prior to the meeting.  
123780, 7/19

**Public Sales/Auctions**

**Securlock Storage will sell personal property** consisting of household, personal effects, office, and other equipment, toys and appliances will be sold to satisfy owner's lien for rent due law 10-4-213. All items or spaces will not be available on the day of the sale. We reserve the right to refuse any and all bids, buyers must secure spaces with their own locks. NO CHECKS. CASH ONLY. To claim tax-exempt-ORIGINAL RESALE CERTIFICATE FOR EACH SPACE PURCHASED IS REQUIRED.  
Date: July 31, 2023  
Bidding Begins: July 24, 2023  
Bidding Ends: July 31, 2023  
Place: StorageTreasures.com  
Thomas Colker: Tv, outside yard tools, ladders, pressure washer, tools, cooler, paint, cabinet, and bags.  
Justin Kyall: Household furniture, totes, boxes, and washer and dryer. Kevin Jones: Tools, tool box, household furniture, step ladder, radio, totes, boxes, shelving, automotive jack, and vacuum cleaner.  
122669, 7/12, 7/19

**Probate Notices**

**IN THE PROBATE COURT OF  
DAWSON COUNTY  
STATE OF GEORGIA**

IN RE: FAYE IRENE MCGINNIS, DECEASED  
ESTATE NO. 2023-ES-88  
PETITION FOR LETTERS OF ADMINISTRATION  
NOTICE

To whom it may concern: DAVID MCGINNIS has petitioned to be appointed administrator(s) of the estate of FAYE IRENE MCGINNIS, deceased, of said county. (The petitioner has also applied for waiver of bond, waiver of reports, waiver of statements,

and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested persons are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before July 19, 2023.

**BE NOTIFIED FURTHER:** All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a Probate Court Clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the Petition may be granted without a hearing.  
Judge Jennifer Burt  
Judge of the Probate Court  
Allie Phillips  
Clerk of the Probate Court  
25 Justice Way, Suite 4332  
Dawsonville, GA 30534  
(706) 344-3580  
123117, 6/28, 7/5, 7/12, 7/19

**IN THE PROBATE COURT OF  
DAWSON COUNTY  
STATE OF GEORGIA**

IN RE: ESTATE OF MYRNA YVONNE WEST, DECEASED  
ESTATE NO. 2022-ES-80  
NOTICE

In Re: Petition for Discharge of Personal Representative  
To whom it may concern: This is to notify you to file objection, if there is any, to the above-referenced Petition, in this Court on or before August 2nd, 2023.

**BE NOTIFIED FURTHER:** All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a Notary Public or qualify to file as an indigent party. Contact Probate Court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the Petition may be granted without a hearing.  
Judge Jennifer Burt  
Judge of the Probate Court  
By: Allie Phillips  
Clerk of the Probate Court  
25 Justice Way, Suite 4332  
Dawsonville, GA 30534  
(706) 344-3580  
123783, 7/19

**IN THE PROBATE COURT OF  
DAWSON COUNTY  
STATE OF GEORGIA**

IN RE: BRYAN M. GRADY, DECEASED  
ESTATE NO. 2023-ES-91

**PETITION FOR LETTERS OF  
ADMINISTRATION  
NOTICE**

To whom it may concern: SHARI L. GRADY has petitioned to be appointed administrator(s) of the estate of BRYAN M. GRADY, deceased, of said county. (The petitioner has also applied for waiver of bond, waiver of reports, waiver of statements, and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested persons are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before August 14th, 2023.

**BE NOTIFIED FURTHER:** All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a Notary Public or before a Probate Court Clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the Petition may be granted without a hearing.  
Judge Jennifer Burt  
Judge of the Probate Court  
By: Allie Phillips  
Clerk of the Probate Court  
25 Justice Way, Suite 4332  
Dawsonville, GA 30534  
(706) 344-3580  
123638, 7/19, 7/26, 8/2, 8/9

**IN THE PROBATE COURT OF  
DAWSON COUNTY  
STATE OF GEORGIA**

IN RE: MARTHA A COOK AKA MARTHA NELL COOK, DECEASED  
ESTATE NO. 2023-ES-94  
PETITION FOR LETTERS OF ADMINISTRATION  
NOTICE

To DORRINA SLATON AKA DORRINA ANN COOK DESTINY DANEILLE KELLY has petitioned to be appointed administrator(s) of the estate of MARTHA A COOK, deceased, of said county. (The petitioner has also applied for waiver of bond, waiver of reports, waiver of statements, and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested persons are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before August 14th, 2023.

**BE NOTIFIED FURTHER:** All objections to the Petition must be in writing, setting forth the grounds of any such objections.

All object to befo or befo Clerk, ar tendere unless y an indl Probate the reg fees. If a a hearin a later are filec granted Judge J Judge o By: Allie Clerk of 25 Just Dawson (706) 34 123837

**IN THE  
DAWSON  
STATE OF  
IN RE:  
WARRI  
JR.,  
DECEA  
ESTATE  
PETITI  
ADMIN  
NOTIC**

To whc KATHL petiti admin of WAI JR., dr (The p for we report and/o contai 261.) I hereby why I be gr the pe settin any si be fil befor BE R objec be in grouv All of to E or b Clerk tendi unles an l Prob the i fees. a he a lat are l gran Judg Judc By: f Clerf 25 Ji DawJ (706 123



**City Council:**

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



Mike Eason  
Mayor

Robert Bolz  
City Manager

Beverly Banister  
City Clerk

Jameson Kinley  
Planning Director

Stacy Harris  
Zoning Admin Assistant

**Planning Commission:**

Randy Davis, Chairperson  
Alexis Noggle, Post 1  
Josh Nichols, Post 2  
Sandy Sawyer, Post 3  
Anna Tobolski, Post 4

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

**PUBLIC NOTICE**

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

.....

**ZSP C2300063:** Atlanta Motorsports Park, LLC has petitioned to amend the site plan and the current stipulations; located at 20 Duck Thurmond Road (TMP 070 049 001). Public Hearing Dates: Planning Commission on Monday, August 14, 2023, and City Council Monday, August 21, 2023. City Council for a decision on September 18, 2023.

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

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



# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 10

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SUBJECT: ANX-C2100043 and ZA-C2100043

CITY COUNCIL MEETING DATE: Monday, September 18, 2023

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PURPOSE FOR REQUEST:

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. Tabled until September 18, 2023.

HISTORY/ FACTS / ISSUES:

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

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OPTIONS: Approve, Deny or Postpone

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RECOMMENDED SAMPLE MOTION:

If annexation and zoning is approved motion recommended to be as follows: Motion to approve annexation and zoning application C2100043 tract # 2 known as a portion of TMP 093 004 001 with 32.937 acres. Density shall not exceed 75 units or 2.28 units per acre. Approval shall be conditioned per Planning and Zoning Department summary letter dated 01.11.2022.

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

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DEPARTMENT: Planning and Zoning

REQUESTED BY: Jameson Kinley

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415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



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

Date: 1/11/2022

To: Mayor Mike Eason and City Council

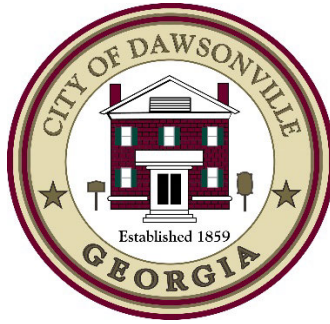
Reference: ANX/ZA C2100043 Planning and Zoning Department Summary

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

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

David Picklesimer  
Planning Director

415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



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

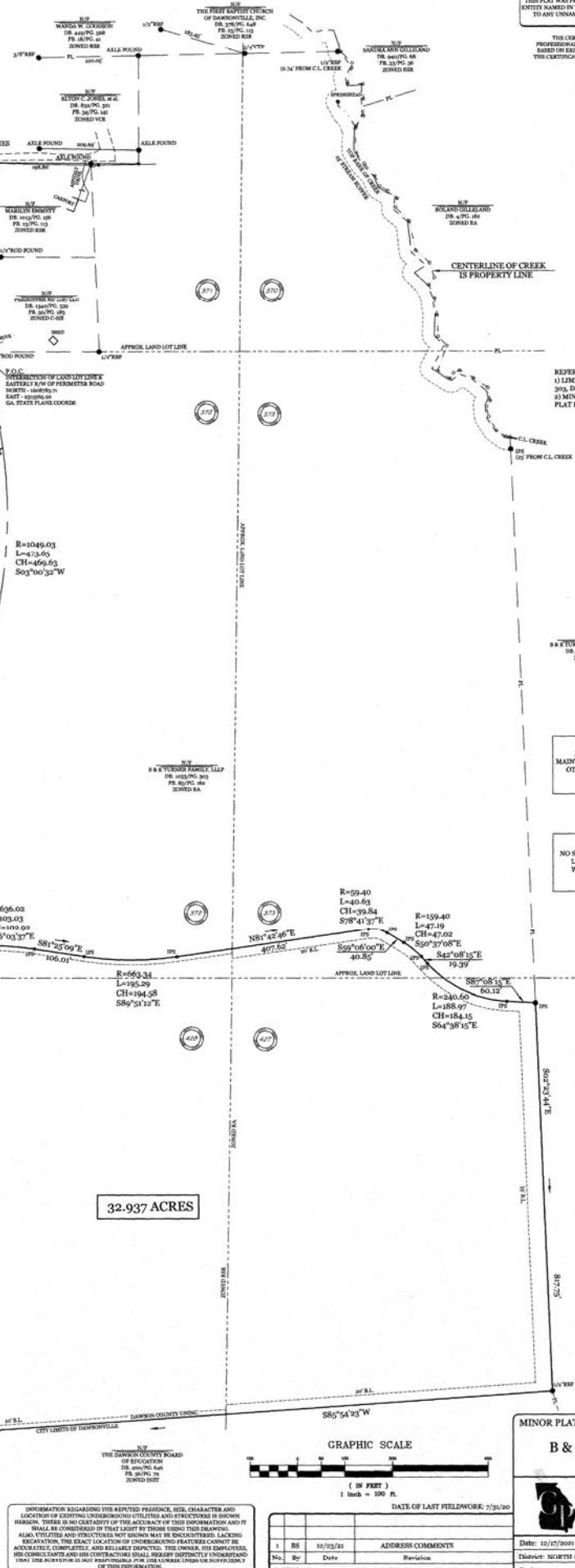
**Date:** 12/7/21

**From:** David Picklesimer, Planning Director

**Reference:** ANX/ZA C2100043 Timeline

- Original application submitted to the city: 8/14/20.
- Original application submitted to Dawson County BOC: 8/21/20.
- Planning Department advertised original application: 8/26/20.
- Original application response received from Dawson County BOC: 9/11/20.
- Planning Commission public hearing on original application: 9/14/20. Applicant requested postponement.
- Planning Commission public hearing on original application: 11/9/20. PC voted to deny.
- Council held public hearing on original application: 11/16/20. Council postponed until 1/19/21.
- Applicant amended application: 12/9/20.
- Amended application submitted to Dawson County BOC: 12/9/20
- Dawson County BOC response to amended application received: 1/7/21.
- Council held public hearing 1/19/21. Council tabled until arbitration complete.
- Dawson County BOC withdrew objection 5/11/21.
- Planning Department advertised Council public hearing meeting on 5/26/21 for amended application.
- Council public hearing date 6/21/21 for amended application.
- Council final decision date 7/19/21 for amended application.
- Applicant requested to postpone 7/19/21 until 10/18/21 to allow adjoining property owner time to request annexation.
- Planning Department advertised amended application 8/18/21 due to wrong TMP advertised.
- Planning Commission public hearing date 9/13/21 due to wrong TMP advertised.
- Planning Commission denied request 9/13/21.
- City Council public hearing date 10/4/21 due to wrong TMP advertised.
- City Council decision date 10/18/21.
- City Council postponed until 12/6/21.
- City Council postponed until 1/20/22.
- City Council postponed until 03/21/22.

Filed 01/05/2022 12:37PM  
 DA 00087 Pg 0918  
 Plat Doc PLAT  
 Penalty \$0.00 Interest \$0.00  
 Participants 2153517043  
 JUSTIN POWERS, Clerk of Superior  
 Court  
 DAWSON County, Georgia



**LEGEND**

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**SURVEYOR CERTIFICATION**  
 AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 14-4-1, THIS PLAN HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY SUCH APPLICABLE LOCAL ADOPTIONS FOR RECORDING AS ENFORCED BY APPLICABLE CENTRALIZED ADOPTIONS FOR RECORDING AS ENFORCED BY APPLICABLE CENTRALIZED ADOPTIONS BY ANY JURISDICTION OR USE OF THIS PLAN AS TO INTENDED USE OF ANY PART OF THE PROPERTY. THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAN COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 14-4-1.

*[Signature]*  
 BRUCE W. WHEELER  
 GEORGIA #121990

THIS PLAN WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS REPERIFICATION BY THE SURVEYOR NAMING SAID PERSON.

THIS CERTIFICATION AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD SURVEYING AND INSTRUMENTARY EVIDENCE. AVAILABLE. THIS CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLES, SUBJECT AND ADJACENT PROPERTY CONVEYANCES. REFERENCES WERE PROVIDED BY GEORGIA PREMIER LAND SERVICES, INC. AND ARE NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS.

NO PORTION OF SUBJECT PROPERTY LIES WITHIN A DESIGNATED 100 YEAR FLOOD HAZARD AREA AS DESIGNATED BY CALLED MAP LOCATION AND GRAPHIC FLOODING ONLY PER F.L.E.M. PANEL NO. 19890400C, DATED APRIL 4, 2008

A TOPCON SS-015 TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAN.

THE FIELD DATA UPON WHICH THIS MAP OR PLAN IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 300,000 FEET AND AN ANGULAR ERROR OF 07" PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.

THIS MAP OR PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 337,465 FEET AND CONTAINS 35,927 ACRES.

**REFERENCES**  
 1) LIMITED WARRANTY DEED RECORDED IN DEED BOOK 1002/P. 305, DAWSON COUNTY RECORDS.  
 2) MENCE PLAT FOR B & K TURNER FAMILY, L.L.P. RECORDED IN PLAT BOOK 86, PAGE 166, AFORESAID RECORDS.



DAWSON COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF ANY FENCES, DITCHES, DETENTION PONDS OR OTHER STRUCTURES WITHIN ANY DRAINAGE EASEMENT BEYOND THE COUNTY RIGHT-OF-WAY

NO STRUCTURES, FENCES OR OTHER OBSTRUCTIONS MAY BE LOCATED WITHIN A DRAINAGE OR ACCESS EASEMENT WITHOUT PRIOR APPROVAL BY THE DAWSON COUNTY DEPARTMENT OF ENGINEERING

**APPROVED FOR RECORDING**

*[Signature]*  
 DAWSON COUNTY, GA. ENGINEERING



THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-2 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

**MINOR PLAT FOR:**  
**B & K TURNER FAMILY, L.L.P.**

**GEORGIA PREMIER LAND SERVICES, INC.**  
 PROFESSIONAL LAND SURVEYING  
 1000 W. BROADWAY, SUITE 200  
 ATLANTA, GEORGIA 30339  
 (404) 525-8800 FAX: (404) 525-8801  
 LAND SURVEY FIRM CO# 4107

**DATE OF LAST FIELDWORK:** 7/31/20

No.	By	Date	Revision	ADDRESS COMMENTS
1	BS	12/22/21		

Cadd File No: 20/2095 - PERIMETER RD.03MINOR.DWG  
 Date: 12/27/2021 Land Lot: 372,373,477 & 418  
 District: NORTH 1/4 19th County: DAWSON, GA. Scale: 1"=50'  
 Project: 2095 Drawn By: BS

Sheet No. 1 of 1

INFORMATION REGARDING THE RESULTED PRESENCE, NEST, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. ALSO UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED DURING EXCAVATION. THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY DETERMINED AND RELIABLE PROTECTED. THE OWNER, HIS EMPLOYEES, HIS CONTRACTORS AND HIS CONTRACTORS SHALL BEARLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CONSEQUENCES OF ANY DAMAGE TO UTILITIES OR STRUCTURES OF THIS INFORMATION.



**Perimeter Road  
32.937 Acres**

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

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

along a curve to the right having a radius of 1766.51 feet and an arc length of 162.28 feet being subtended by a chord bearing of South 12 Degrees 33 Minutes 28 Seconds East and a chord distance of 162.22 feet to a point; THENCE along a curve to the right having a radius of 1049.03 feet and an arc length of 473.65 feet being subtended by a chord bearing of South 03 Degrees 00 Minutes 32 Seconds West and a chord distance of 469.63 feet to a point; THENCE continuing on said right of way South 15 Degrees 56 Minutes 37 Seconds West for a distance of 651.37 feet to a point, said point marked by a ½ inch rebar pin set, said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established, leaving said easterly right of way of Perimeter Road, North 89 Degrees 17 Minutes 56 Seconds East for a distance of 172.17 feet to a point; THENCE along a curve to the right having a radius of 636.02 feet and an arc length of 103.03 feet being subtended by a chord bearing of South 86 Degrees 03 Minutes 37 Seconds East and a chord distance of 102.92 feet to a point, said point marked by a ½ inch rebar pin set; THENCE South 81 Degrees 25 Minutes 09 Seconds East for a distance of 106.01 feet to a point, said point marked by a ½ inch rebar pin set; THENCE along a curve to the left having a radius of 663.34 feet and an arc length of 195.29 feet being subtended by a chord bearing of South 89 Degrees 51 Minutes 12 Seconds East and a chord distance of 194.58 feet to a point, said point marked by a ½ inch rebar pin set; THENCE North 81 Degrees 42 Minutes 46 Seconds East for a distance of 407.62 feet to a point, said point marked by a ½ inch rebar pin set; THENCE along a curve to the right having a radius of 59.40 feet and an arc length of 40.63 feet being subtended by a chord bearing of South 78 Degrees 41 Minutes 37 Seconds East and a chord distance of 39.84 feet to a point, said point marked by a ½ inch rebar pin set; THENCE South 59 Degrees 06 Minutes 00 Seconds East for a distance of 40.85 feet to a point, said point marked by a ½ inch rebar pin set; THENCE along a curve to the right having a radius of 159.40 feet and an arc length of 47.19 feet being subtended by a chord bearing of South 50 Degrees 37 Minutes 08 Seconds East and a chord distance of 47.02 feet to a point, said point marked by a ½ inch rebar pin set; THENCE South 42 Degrees 08 Minutes 15 Seconds East for a distance of 19.39 feet to a point, said point marked by a ½ inch rebar pin set; THENCE along a curve to the left having a radius of 240.60 feet and an arc length of 188.97 feet being subtended by a chord bearing of South 64 Degrees 38 Minutes 15 Seconds East and a chord distance of 184.15 feet to a point, said point marked by a ½ inch rebar pin set; THENCE South 87 Degrees 08 Minutes 15 Seconds East for a distance of 60.12 feet to a point, said point marked by a ½ inch rebar pin set; THENCE traveling South 02 Degrees 23 Minutes

**44 Seconds East for a distance of 817.75 feet to a point, said point marked by a ½ inch rebar pin found; THENCE South 85 Degrees 54 Minutes 23 Seconds West for a distance of 1589.65 feet to a point on the easterly right of way of Perimeter Road (80' right of way), said point marked by a ½ inch rebar pin found;**

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

**along a curve to the right having a radius of 4750.52 feet and an arc length of 180.80 feet being subtended by a chord bearing of North 05 Degrees 58 Minutes 08 Seconds East and a chord distance of 180.79 feet to a point; THENCE along a curve to the right having a radius of 3438.13 feet and an arc length of 387.33 feet being subtended by a chord bearing of North 10 Degrees 17 Minutes 12 Seconds East and a chord distance of 387.13 feet to a point; THENCE along a curve to the right having a radius of 3438.13 feet and an arc length of 145.79 feet being subtended by a chord bearing of North 14 Degrees 43 Minutes 43 Seconds East and a chord distance of 145.78 feet to a point; THENCE North 15 Degrees 56 Minutes 37 Seconds East for a distance of 360.06 feet to a point, said point being THE TRUE POINT OF BEGINNING.**

**Said property contains 32.937 Acres**

LAW OFFICES  
LIPSCOMB, JOHNSON, SLEISTER, DAILEY & SMITH, LLP  
112 NORTH MAIN STREET  
CUMMING, GEORGIA 30040  
TELEPHONE: 770-887-7761  
FAX: 770-889-8123

EMORY LIPSCOMB  
COY R. JOHNSON, P.C.  
PUTNAM CLARK SMITH, P.C.  
CHRISTOPHER D. LIGHT  
SEAN COURTNEY  
ASHLEY B. MASHBURN  
ANDERSON LIPSCOMB

MICHAEL R. SLEISTER  
(Of Counsel)

L. LEE DAILEY  
(1939-2013)

September 24, 2021



**VIA HAND DELIVERY**

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

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

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

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

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

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

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

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

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

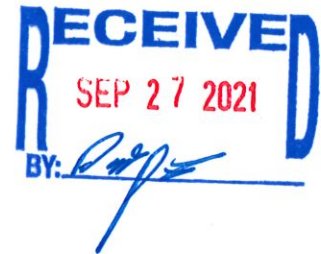
The Applicant hereby reserves all other rights and privileges under the Constitutions of the United States and the State of Georgia, and available at law and in equity, in all aspects of this rezoning and annexation request. The Applicant respectfully asks that the Application be approved as requested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

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

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



**Perimeter Road  
Tract 2  
32.937 Acres**



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

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

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

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



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

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

**Said property contains 32.937 Acres**





Dawson County High School

Google Earth

Imagery date: 11/1/1...

70 m

Camera: 873 m 34°24'56"N 84°06'1...



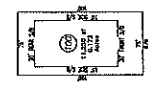
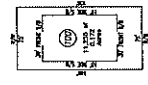
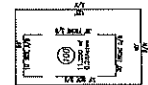
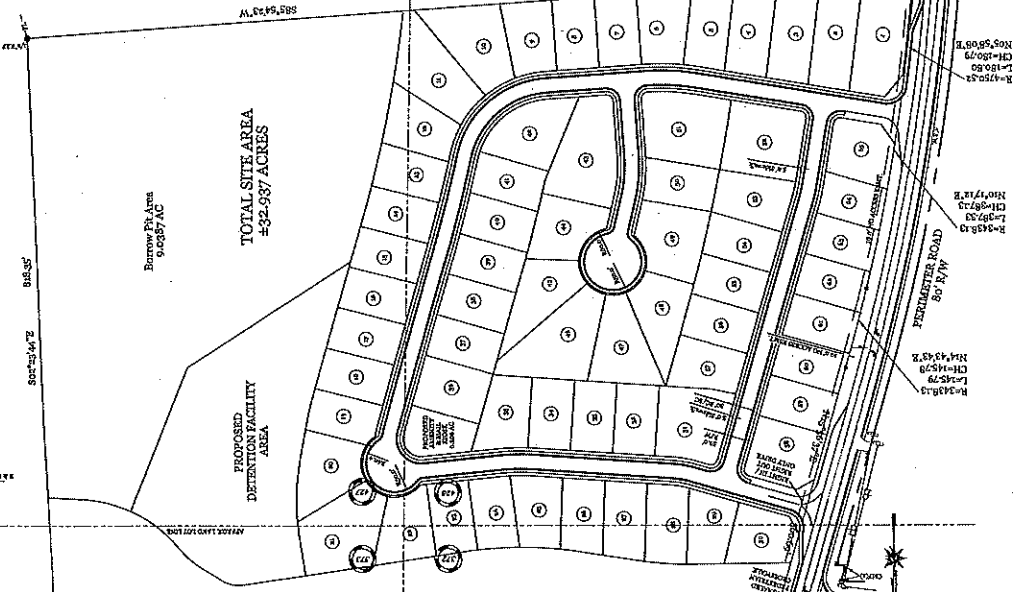
**RECEIVED**  
 SEP 23 2021  
 BY: [Signature]



**Civiscapes, Inc.**  
 CML DESIGN & LANDSCAPE ARCHITECTURE  
 7185 SHADY CROOK ROAD CLARKSBURG, GEORGIA 30041  
 OFFICE: 678-513-8936

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

PROJECT NO. 20-085  
 DATE 9/20/21  
 SCALE 1" = 100'



Know us as below.  
**Call us as you wish.**



**GENERAL NOTES:**

- EXISTING COUNTY ZONING: R2R & RA
- NUMBER OF LOTS: 65 CONSECUTIVELY
- SUB A MAXIMUM OF 75 LOTS
- PERMITS: SEE STATE PERMITS
- TOTAL AREA: 32.937 Acres  
 Proposed R-3 Subdivision = 23.644 Acres  
 Proposed R-3 Subdivision = 2.007 Acres  
 Sub A = 7.286 Acres
- AREA TO BE ANNEXED:  
 32.937 Acres
- MIN LOT SIZE: 7,500 SF (75' x 100')
- REMARKS:  
 SIDE 12'  
 REAR: 20'
- RIGHT-OF-WAY SUBDIVISION ROADS 50'
- ROWWAY: 30' BACK OF CURB TO BACK OF CURB  
 W/ 2' BEAUTY STRIPS AND 5' SIDEWAYS
- THIS PHASE OF DEVELOPMENT TO BE SERVED BY  
 GRANTY SANITARY SEWER AND DOMESTIC WATER SERVICE.

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



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

Annexation Petition  
into the  
City of Dawsonville, GA

Annexation # C2100043

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

**COPY**

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

Applicant Name(s): Allen Street Properties LLC  
Mailing Address 1090 Oakhaven Drive City Roswell State GA Zip 30075  
E-Mail \_\_\_\_\_  
Applicant Telephone Number(s): 678-570-0469

Property Owner's Name(s): B + K Turner Family, LLLP  
Mailing Address 1090 Oakhaven Dr City Roswell State GA Zip 30075  
E-Mail \_\_\_\_\_  
Property Owner's Telephone Number(s): Michael Turner 678-570-0469

Address of Property to be Annexed: Perimeter Road VACANT LOT  
Tax Map & Parcel # 093004001 Property Size in Acres: 74.85 Survey Recorded in Plat Book # \_\_\_\_\_ Page # \_\_\_\_\_  
Land Lot # 370, 371, 372, 373, 427, 428 District # 12th Section # 32A37A Legal Recorded in Deed Book # 1053 Page # 303  
Current Use of Property: vacant  
County Zoning Classification: RSR + RA City Zoning Classification: R3

Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:  
Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

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

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

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

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

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

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

COPY



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

Annexation Petition  
into the  
City of Dawsonville, GA

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

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

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

ARC Population Estimate Information

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



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



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

Annexation Petition  
into the  
City of Dawsonville, GA

Property Owner(s) Authorization

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

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

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

(2) \_\_\_\_\_ Property Owner Signature \_\_\_\_\_ Property Owner Printed Name

(1) \_\_\_\_\_ Applicant Signature \_\_\_\_\_ Applicant Printed Name

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

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



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

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

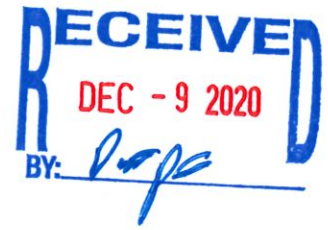
letter received from Dawson, county Date: 1-7-2021

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

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

FOR

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



NATURE OF REQUEST

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

PURPOSE OF REQUEST

To allow for development of a 124 Lot Residential Subdivision

NARRATIVE

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

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

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

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

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

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



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

**LEGEND**

- 1. SHOWN AS EXISTING
- 2. SHOWN AS PROPOSED
- 3. SHOWN AS TO BE REMOVED
- 4. SHOWN AS TO BE ADDED
- 5. SHOWN AS TO BE RELOCATED
- 6. SHOWN AS TO BE ENLARGED
- 7. SHOWN AS TO BE REDUCED
- 8. SHOWN AS TO BE EXTENDED
- 9. SHOWN AS TO BE CONTRACTED
- 10. SHOWN AS TO BE ADJUSTED
- 11. SHOWN AS TO BE REDESIGNED
- 12. SHOWN AS TO BE RECONFIGURED
- 13. SHOWN AS TO BE REORIENTED
- 14. SHOWN AS TO BE REFORMED
- 15. SHOWN AS TO BE REFINISHED
- 16. SHOWN AS TO BE RECONSTRUCTED
- 17. SHOWN AS TO BE RECREATED
- 18. SHOWN AS TO BE REGENERATED
- 19. SHOWN AS TO BE REINTEGRATED
- 20. SHOWN AS TO BE REINTEGRATED
- 21. SHOWN AS TO BE REINTEGRATED
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- 27. SHOWN AS TO BE REINTEGRATED
- 28. SHOWN AS TO BE REINTEGRATED
- 29. SHOWN AS TO BE REINTEGRATED
- 30. SHOWN AS TO BE REINTEGRATED



THIS PLAN HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE CERTIFICATE OF ADOPTION FOR EACH CERTIFICATE AND NOT BE LOANED OR REPRODUCED IN ANY MANNER WITHOUT AN EXPRESS REPERMISSION BY THE SURVEYOR.

THE ENGINEER HAS REVIEWED THIS PLAN AND CONFIRMS THAT THE INFORMATION HAS BEEN OBTAINED FROM THE FIELD AND IS ACCURATE AND COMPLETE AS SHOWN ON THIS PLAN.

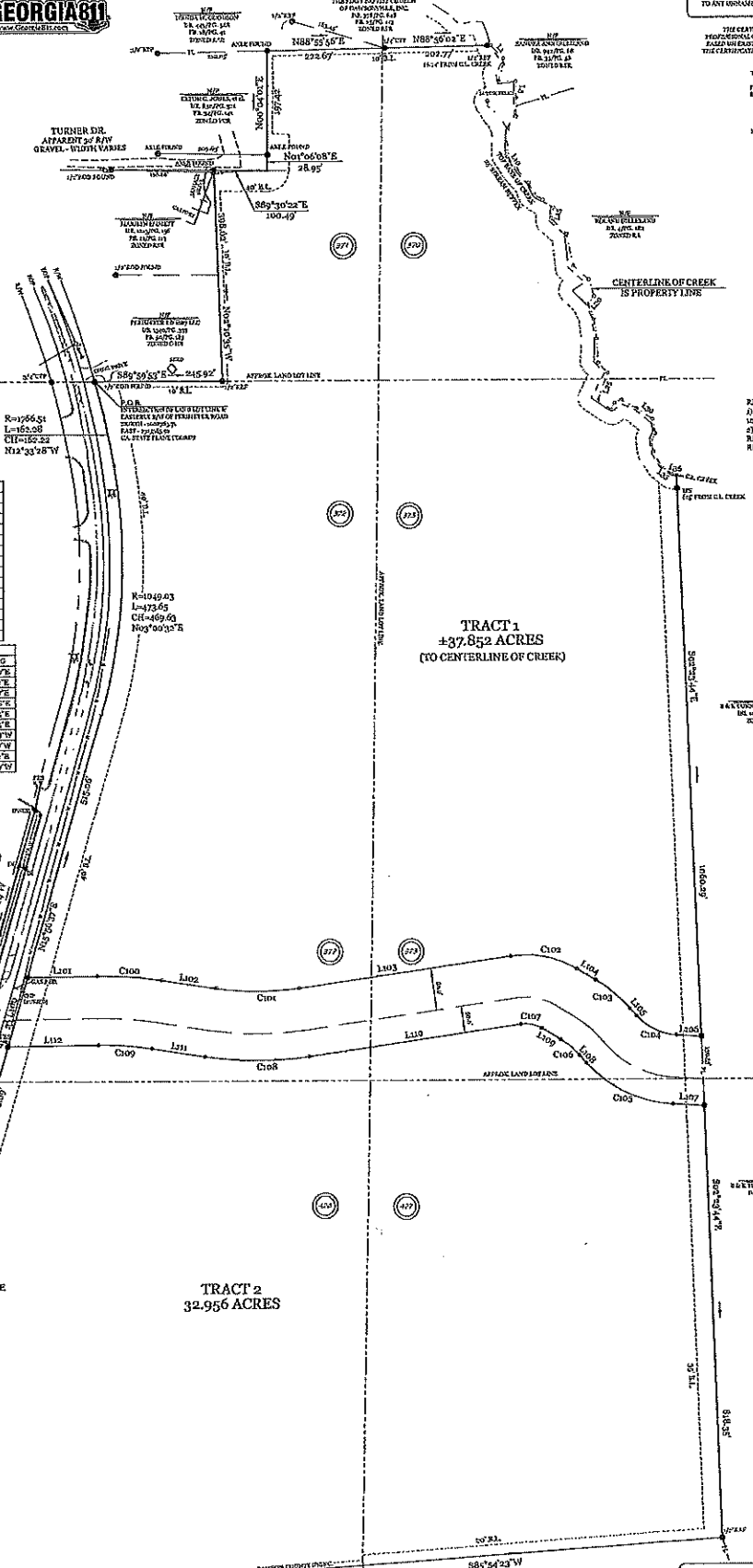
NO PORTION OF SURVEY PROPERTY LINES WITHIN A DESIGNATED ONE YEAR FLOOD HAZARD AREA AS DETERMINED BY FEMA HAS BEEN IDENTIFIED OR MARKED HEREON UNLESS SO NOTED ON THIS PLAN.

A TOPCON ES-200 TOTAL STATION WAS USED TO OBTAIN THE DATA AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAN.

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

THIS MAP OR PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 414,999 FEET AND CONTAINS 4 SIGNIFICANT DIGITS.

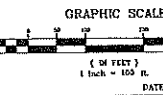
REFERENCES:  
 1. LISTED IN PARAGRAPH 1001 OF DEED BOOK 1527 P. 303, DADE COUNTY RECORDS.  
 2. JUNIOR PLAN FOR B & K TURNER FAMILY, LLLP, RECORDED IN PLAT BOOK 26, PAGE 164, AFRICKA RECORDS.



LINE	LENGTH	BEARING
L101	136.49	S14°56'27.8"E
L102	133.44	S88°17'08.8"E
L103	102.04	S81°24'59.9"E
L104	407.64	N89°15'14.7"E
L105	49.85	S94°30'00.0"E
L106	10.30	S15°08'14.1"E
L107	48.40	S87°08'45.8"E
L108	60.05	S20°40'43.7"E
L109	59.30	N44°51'15.1"E
L110	40.62	N50°20'50.1"E
L111	40.62	S71°41'14.1"E
L112	104.01	N81°25'09.1"E
L113	175.90	S84°11'47.7"E

CURVE	RADIUS	LENGTH	CHORD	BEARING
Cl01	262.62	124.18	134.06	S88°03'37.7"E
Cl02	439.21	115.84	116.27	S85°44'12.5"E
Cl03	194.00	129.85	122.41	S78°41'47.2"E
Cl04	229.00	85.14	82.51	S50°23'05.8"E
Cl05	110.00	64.89	64.19	S84°15'33.0"E
Cl06	340.50	184.50	184.63	S64°18'14.6"E
Cl07	150.00	47.07	42.29	S105°27'08.7"E
Cl08	60.00	41.04	42.51	N79°41'37.7"W
Cl09	66.24	104.11	104.41	S80°41'17.8"E
Cl10	616.42	104.13	103.02	N10°01'17.7"E

LINE	LENGTH	BEARING
L1	33.24	S43°26'16"E
L2	10.41	S60°27'49.4"E
L3	31.50	S14°16'23.0"E
L4	25.95	S57°42'44.2"E
L5	35.16	S01°45'32.8"E
L6	35.16	S66°02'58.4"E
L7	24.45	S46°02'07.1"E
L8	4.43	S21°29'05.9"E
L9	31.33	S01°22'05.8"E
L10	24.29	S45°31'24.1"E
L11	24.18	S10°32'01.1"E
L12	24.28	S28°14'03.1"E
L13	18.36	S69°25'32.7"E
L14	22.83	S24°34'47.8"E
L15	15.97	S12°31'30.1"E
L16	47.47	S44°32'31.7"E
L17	48.43	S10°32'01.1"E
L18	29.07	S7°29'05.8"E
L19	29.07	S7°14'48.7"E
L20	19.01	S48°35'45.4"E
L21	18.73	S41°23'11.1"E
L22	25.16	S24°14'03.1"E
L23	41.04	S24°30'11.1"E
L24	56.14	S15°18'16.7"E
L25	93.37	S20°50'33.7"E
L26	50.32	S28°40'00.2"E
L27	44.83	N74°11'31.1"E
L28	44.83	N10°32'42.7"E
L29	29.03	S60°16'10.2"E
L30	28.00	S60°18'17.4"E
L31	27.26	S11°17'19.3"E
L32	19.14	S21°42'47.4"E
L33	21.42	S14°44'40.7"E
L34	13.77	S18°24'27.7"E
L35	24.43	S27°40'21.1"E
L36	8.17	S72°30'47.2"E



INFORMATION REGARDING THE REPORT'S PRECISION, SEE CURVATURE AND LOCATION OF ELEVATIONS UNLESS OTHERWISE NOTED. PRECISION IS IN ACCORD WITH THE NATIONAL STANDARD FOR GEODETIC SURVEYING (NGS) AND IS SHOWN AS TO BE COMPLETELY ACCURATE. THE LOCATION OF ELEVATIONS IS ALSO SHOWN AS TO BE COMPLETELY ACCURATE. THE LOCATION OF ELEVATIONS IS ALSO SHOWN AS TO BE COMPLETELY ACCURATE. THE LOCATION OF ELEVATIONS IS ALSO SHOWN AS TO BE COMPLETELY ACCURATE.

REZONING PLAN FOR:  
**B & K TURNER FAMILY, LLLP**

**GEORGIA PREMIER LAND SERVICES, INC.**  
 PROFESSIONAL LAND SURVEYORS  
 1105 W. MARKET STREET, SUITE 100  
 ATLANTA, GA 30309  
 (404) 253-8888  
 WWW.PREMIERLANDSERVICES.COM

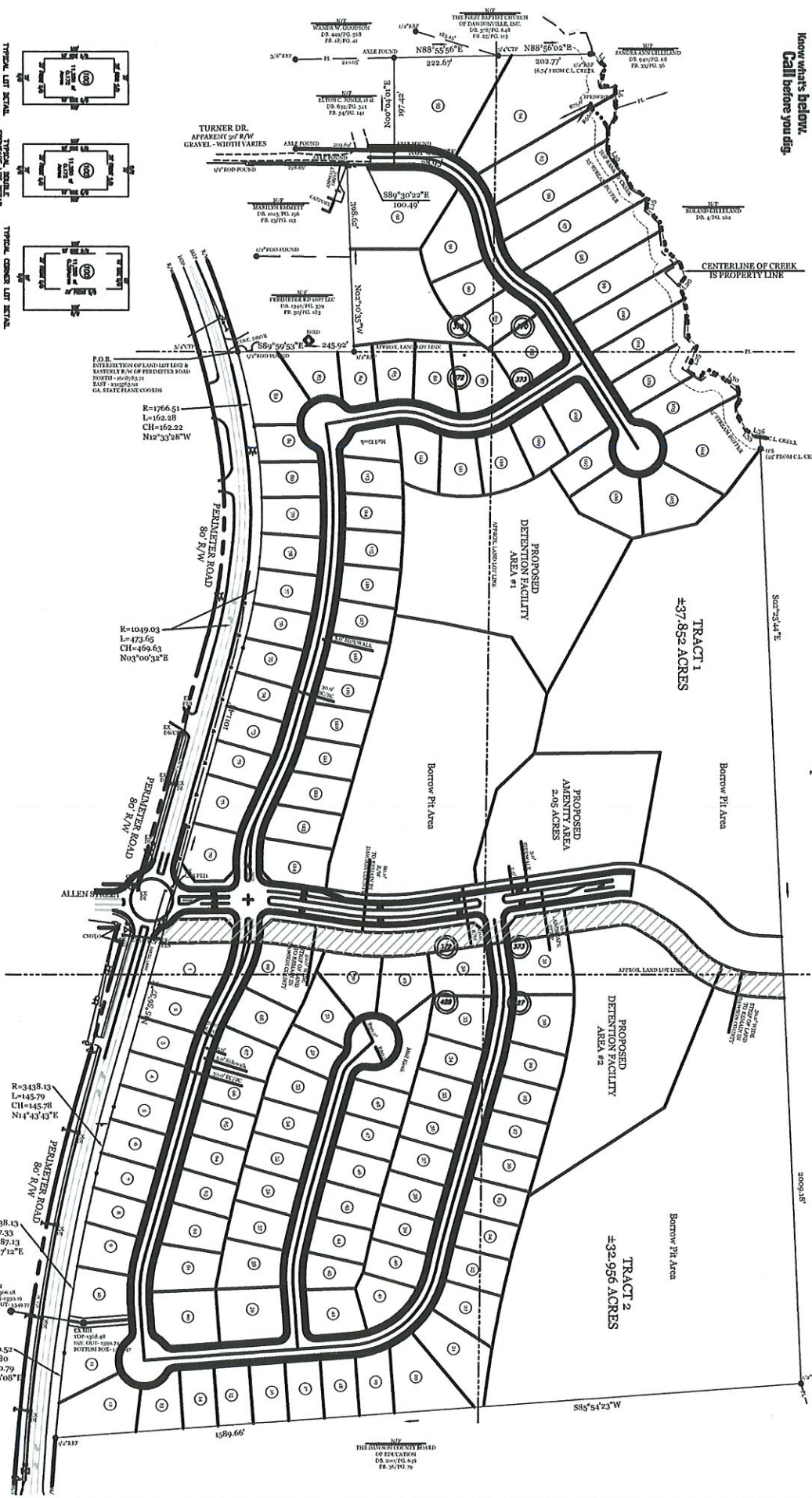
THIS DRAWING HAS BEEN RECORDED WITH THE RECORDS AND INDEXES OF THE CLERK OF SUPERIOR COURT OF DADE COUNTY, FLORIDA AS SET FORTH IN CHAPTER 105 OF THE RULES OF THE FLORIDA BOARD OF SURVEYORS FOR PROFESSIONAL SURVEYORS.

Date: 1/16/2020      Land Use: 2302P, 2302, 2302B, 2302C      Sheet No:  
 Project: 20191124-2302      County: DAVENPORT, GA      Scale: 1"=10'  
 Title: 20191124-2302      Date:      Revised:      Drawn By: MS  
 Project: 20191124-2302      Drawn By: MS

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



Know what's below.  
Call before you dig.



GENERAL NOTES:

1. EXISTING COUNTY ZONING: R2 & RA
2. NUMBER OF LOTS: 124 w/ Proposed Amenity Area
3. PROPOSED DENSITY: 1.751 UNITS / ACRE
4. TOTAL AREA: 73.385 Acres
5. AREA OF PERIMETER R/W AND 80' STRIP TO BE IN DAWSON COUNTY = 2.577 Acres
6. AREA TO BE ANNEXED TO DAWSON COUNTY = 70.808 Acres
7. TRACT 1: 37.852 Acres & Tract 2: 32.956 Acres

TYPICAL LEFT RETAIN WALL



TYPICAL CENTER RETAIN WALL

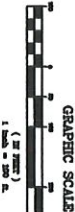


TYPICAL RIGHT RETAIN WALL



GENERAL NOTES:

1. MIN LOT SIZE: 7,200 SF (75' x 100')
2. SETBACKS: FRONT: 20' REAR: 20' BATTER: 10' ALONG ADJACENT ROADS
3. RIGHT-OF-WAY: SUBSEQUENT ROADS 50' / PARKWAY 60' W/ 2' BATTERY STRIPS AND 5' STRIPWAYS
4. THIS PHASE OF DEVELOPMENT TO BE SERVED BY DRAINAGE SANITARY SEWER AND DOMESTIC WATER SERVICE.



GRAPHIC SCALE  
1" = 100'  
1" = 500'

R=3438.43  
L=145.79  
CH=145.78  
N10°43'43"W

R=3438.43  
L=387.23  
CH=387.13  
N10°47'42"E

R=4750.52  
L=180.80  
CH=180.79  
N05°58'08"E

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

**Civilscapes, Inc.**  
CIVIL DESIGN & LANDSCAPE ARCHITECTURE  
7185 SHADY GROVE ROAD  
CUMMING, GEORGIA 30041  
OFFICE: 678-513-8836



REVISIONS		
NO.	DATE	REMARKS

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



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

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

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

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

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

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

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

Said property contains +/-37.852 Acres.

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

**Perimeter Road  
Tract 2  
32.956 Acres**

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

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

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

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

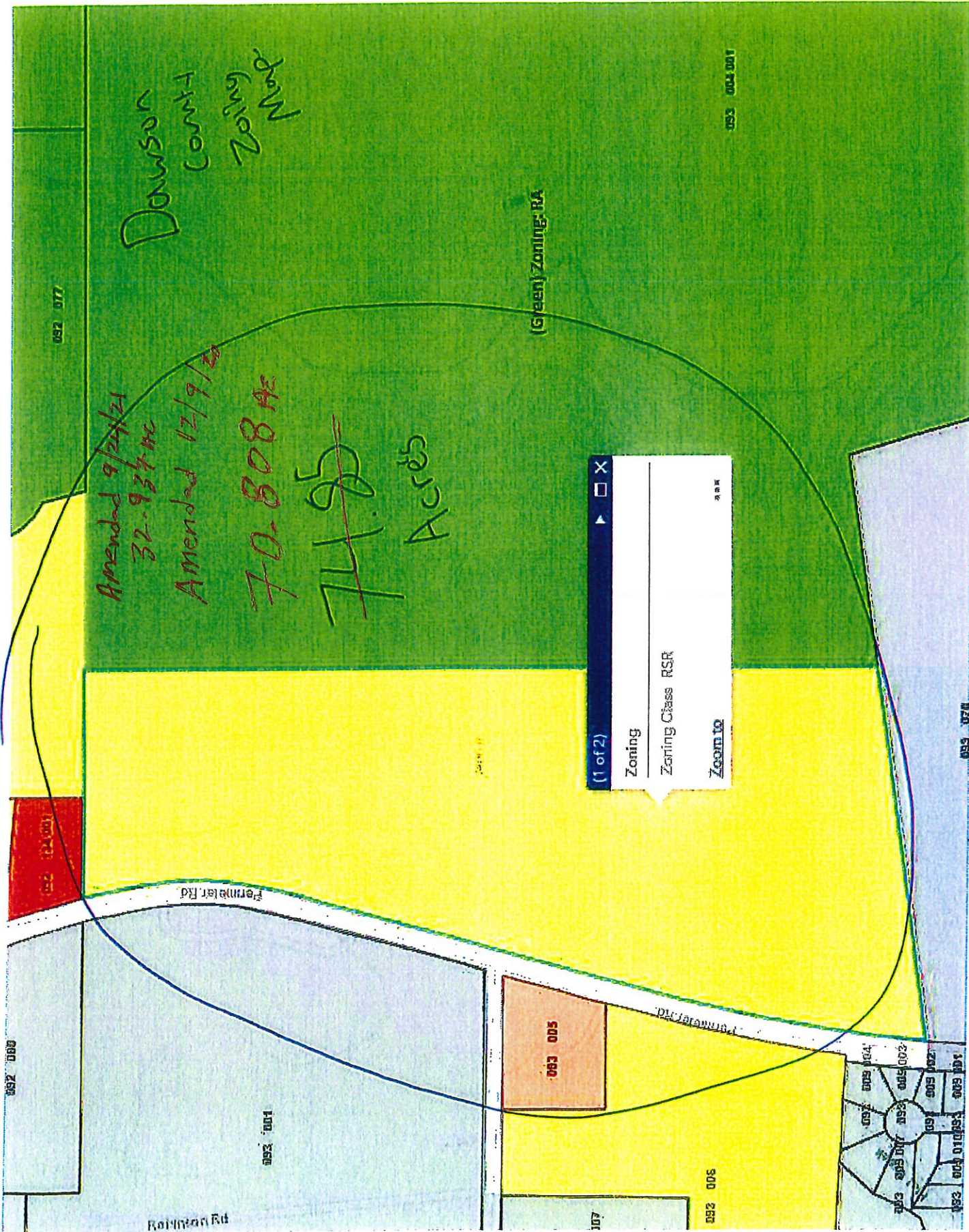
**THENCE** traveling on said Perimeter Road right of way the following four (4) courses and distances:

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

**Said property contains 32.956 Acres**



COPY



Dawson  
County  
Zoning  
Map

Amended 9/24/21  
32.937 AC  
Amended 12/9/21

70.808 AC

~~711.95~~  
Acres

(Green) Zoning: RA

(1 of 2) [X] [Close] [Maximize] [Minimize]

Zoning

Zoning Class RSR

Zoom to \*\*\*

082 077

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082 (2,000)

082 080

Perimeter Rd

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083 005

082 006

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



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

Zoning Amendment Application

Request # ZA- C2100043

Condition/Stipulation Change

**COPY**

Original ZA # \_\_\_\_\_

Applicant Name(s): Michael K Turner

Address: 1090 Oakhaven Drive City: Roswell Zip: GA

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

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

Property Address: Perimeter Road

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

Tax Map # 093004001 Parcel # \_\_\_\_\_ Current Zoning: agricultural

Land Lot(s): 370 371 372 373 427 428 District: 12-14 Section: \_\_\_\_\_

Subdivision Name: \_\_\_\_\_ Lot # \_\_\_\_\_

Acres: 74.865 Current Use of Property: Vacant

Has a past Request of Rezone of this property been made before? yes If yes, provide ZA # C8-00209  
Withdrawn by applicant, only for 32 Acres

The applicant request:

Rezoning to zoning category: R3 Special Use permit for: \_\_\_\_\_

Proposed use of property if rezoned is: Residential

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

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

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

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

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

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

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

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

[Signature]  
Signature of Applicant

8/14/2020  
Date

Office Use Only:

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

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

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

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

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

32.959 ac  
30.808 ac

withdrawn  
9-27-18

11/9/20  
11/9/21

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



City of Dawsonville

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

Zoning Amendment  
Authorization

Property Owner Authorization

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

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

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

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

[Signature]

Notary Public, State of Georgia

My Commission Expires: 11-19-2022



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



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



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

Zoning Amendment  
Campaign Disclosure

**COPY**

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

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

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

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


\_\_\_\_\_

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

Amount \$ \_\_\_\_\_ Date: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

8/14/2020  
\_\_\_\_\_  
Date

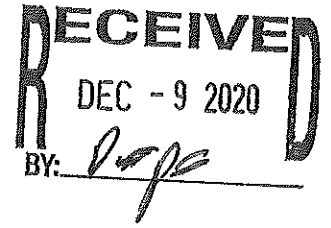
Failure to complete this form is a statement that no disclosure is required.

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

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

FOR

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



NATURE OF REQUEST

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

PURPOSE OF REQUEST

To allow for development of a 124 Lot Residential Subdivision

NARRATIVE

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

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

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

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

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

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



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

LEGEND

- 1.00 BOUNDARY
- 1.01 ADJACENT PROPERTY
- 1.02 ADJACENT ROAD
- 1.03 ADJACENT WATER
- 1.04 ADJACENT AIRWAY
- 1.05 ADJACENT RAILROAD
- 1.06 ADJACENT POWERLINE
- 1.07 ADJACENT TELEPHONE
- 1.08 ADJACENT CREEK
- 1.09 ADJACENT WETLAND
- 1.10 ADJACENT FLOODPLAIN
- 1.11 ADJACENT EASEMENT
- 1.12 ADJACENT RIGHT-OF-WAY
- 1.13 ADJACENT CONVEYANCE
- 1.14 ADJACENT DEED
- 1.15 ADJACENT RECORD
- 1.16 ADJACENT SURVEY
- 1.17 ADJACENT PLAT
- 1.18 ADJACENT MAP
- 1.19 ADJACENT PLAN
- 1.20 ADJACENT SPECIFICATION
- 1.21 ADJACENT INSTRUMENT
- 1.22 ADJACENT DOCUMENT
- 1.23 ADJACENT RECORDATION
- 1.24 ADJACENT FILING
- 1.25 ADJACENT DEPOSIT
- 1.26 ADJACENT RECORDING
- 1.27 ADJACENT INDEXING
- 1.28 ADJACENT CATALOGING
- 1.29 ADJACENT SEARCHING
- 1.30 ADJACENT RETRIEVAL
- 1.31 ADJACENT DELIVERY
- 1.32 ADJACENT SERVICE
- 1.33 ADJACENT SUPPORT
- 1.34 ADJACENT ASSISTANCE
- 1.35 ADJACENT CONSULTATION
- 1.36 ADJACENT COOPERATION
- 1.37 ADJACENT COLLABORATION
- 1.38 ADJACENT PARTNERSHIP
- 1.39 ADJACENT ALLIANCE
- 1.40 ADJACENT UNION
- 1.41 ADJACENT ASSOCIATION
- 1.42 ADJACENT SOCIETY
- 1.43 ADJACENT CLUB
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- 1.53 ADJACENT VOCATION
- 1.54 ADJACENT TRADE
- 1.55 ADJACENT ART
- 1.56 ADJACENT CRAFT
- 1.57 ADJACENT SERVICE
- 1.58 ADJACENT INDUSTRY
- 1.59 ADJACENT BUSINESS
- 1.60 ADJACENT ENTERPRISE



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

THE CERTIFICATION AS HEREIN MADE IS FULLY A STATEMENT OF FACTS AND NOT A WARRANTY. THE SURVEYOR MAKES NO REPRESENTATION AS TO THE ACCURACY OF THE DATA UPON WHICH THIS MAP OR PLAT IS BASED. THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACCURACY OF HIS OWN WORK AND NOT TO THE ACCURACY OF THE DATA PROVIDED BY THE CLIENT. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAT OR FOR ANY DAMAGE TO ANY PERSON OR ENTITY ARISING FROM THE USE OF THIS PLAT.

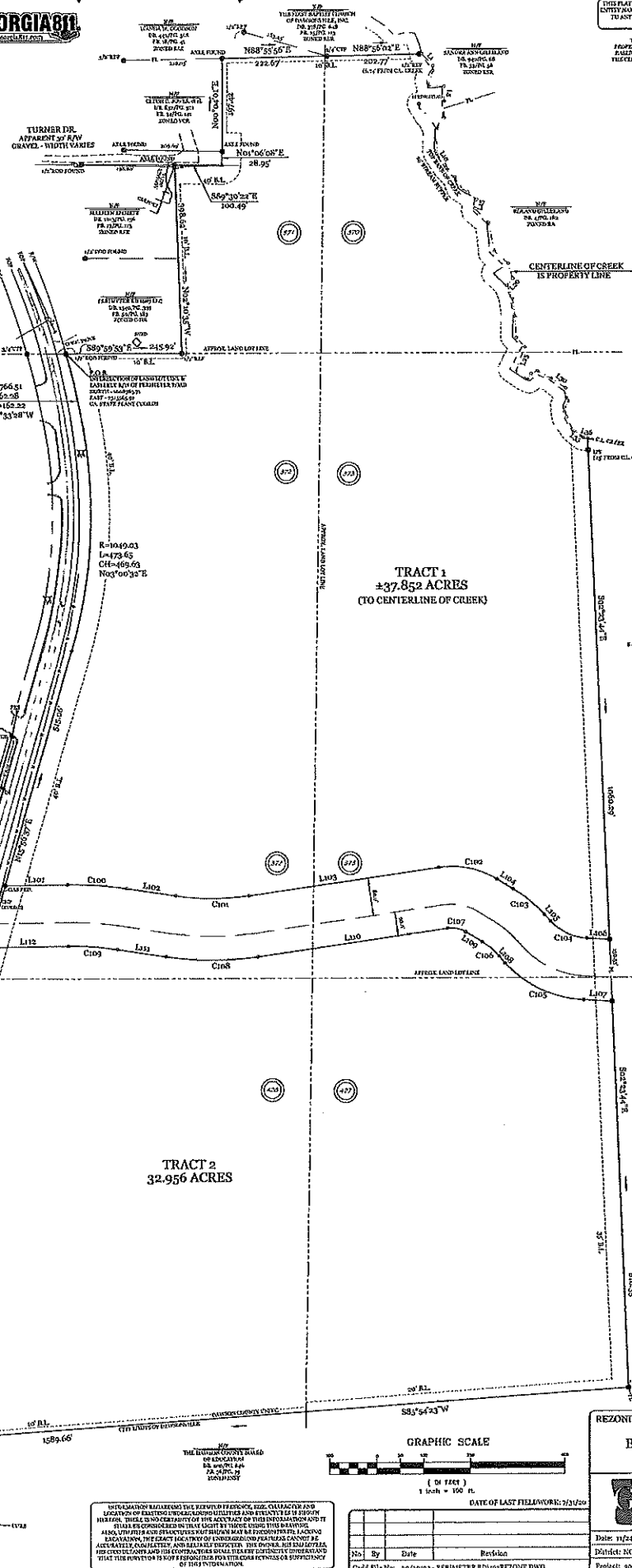
NO PORTION OF SURVEY PROPERTY PLATS, WITHIN A DESIGNATED YEAR FROM THE DATE OF RECORDATION, SHALL BE SUBJECT TO ANY REVISIONS OR AMENDMENTS UNLESS SUCH REVISIONS OR AMENDMENTS ARE AUTHORIZED BY THE SURVEYOR NAMED AND HEREIN.

A TOPCON LE-06 TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS SHOWN IN THE REPRESENTATION OF THIS PLAT.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED WAS COLLECTED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CURVE LENGTHS AND IS GUARANTEED TO BE ACCURATE WITHIN ONE FOURTH OF AN INCH AT 100 FEET.

REFERENCES:  
 1) LIMITED WARRANTY DEED RECORDED IN DEED BOOK 65276-293, INDIAN COUNTRY RECORDS.  
 2) BOUNDARY PLAT FOR B & K TURNER FAMILY, LLLP RECORDED IN PLAT BOOK 55, PAGE 165, ADDRESS RECORDS.



LINE	LENGTH	BEARING
L100	115.59	S89°59'21"E
L101	115.53	N88°57'02"E
L102	105.01	S81°36'03"E
L103	107.85	N88°42'40"E
L104	48.25	S89°00'00"E
L105	18.30	S42°08'45"E
L106	48.10	S87°08'15"E
L107	61.55	N87°08'15"E
L108	18.22	N42°08'51"E
L109	48.15	N39°08'15"E
L110	100.82	S21°14'44"W
L111	100.01	S28°14'00"W
L112	171.09	S83°17'56"W

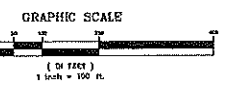
CURVE	RADIUS	LENGTH	CHORD	BEARING
Curve 1	254.84	122.13	131.94	S89°59'21"E
Curve 2	321.74	155.81	154.27	S87°32'27"E
Curve 3	100.60	122.85	132.43	S76°41'17"E
Curve 4	224.00	85.24	85.24	S22°07'08"E
Curve 5	110.00	86.19	81.19	S84°00'00"E
Curve 6	240.55	188.10	181.50	S45°14'14"E
Curve 7	150.00	47.37	47.30	N00°17'08"W
Curve 8	66.00	41.21	41.53	N05°14'37"W
Curve 9	450.71	195.11	191.41	S89°34'36"E
Curve 10	616.62	101.33	103.82	S88°00'37"W

LINE	LENGTH	BEARING
L1	33.74	S43°17'02"E
L2	10.41	S01°07'43"W
L3	33.50	S34°32'27"W
L4	31.92	S87°41'14"E
L5	21.45	S01°55'32"E
L6	33.35	S00°07'18"W
L7	84.45	S33°02'57"W
L8	4.89	S41°06'00"W
L9	51.39	S01°10'12"E
L10	28.70	S15°11'04"E
L11	36.18	S89°57'03"E
L12	82.49	S55°45'02"E
L13	19.35	S59°34'51"E
L14	25.33	S11°14'47"E
L15	19.07	S23°58'51"E
L16	41.27	S14°08'34"E
L17	81.63	S17°31'10"E
L18	32.37	S47°20'46"E
L19	32.07	S70°04'07"E
L20	19.01	S45°14'45"W
L21	30.71	S21°04'32"E
L22	25.16	S08°30'42"E
L23	43.04	S02°50'21"E
L24	16.42	S43°08'26"E
L25	35.37	S10°08'12"W
L26	30.22	S27°04'07"E
L27	44.38	N11°31'17"E
L28	14.13	N07°40'49"E
L29	32.88	S08°30'42"E
L30	35.00	S55°54'34"E
L31	22.05	S11°17'10"E
L32	16.14	S33°42'11"W
L33	81.43	S11°17'10"E
L34	33.77	S48°11'27"E
L35	24.43	S87°40'34"E
L36	8.47	S99°04'45"E



TRACT 1  
 ±37.852 ACRES  
 (TO CENTERLINE OF CREEK)

TRACT 2  
 32.956 ACRES



INFORMATION REQUIRING THE REVISION, ALTERATION, OR CANCELLATION OF THIS PLAT OR THE RECORDATION THEREOF SHALL BE THE RESPONSIBILITY OF THE PERSON, FIRM OR ENTITY NAMED IN THE CERTIFICATE HEREIN. THE SURVEYOR MAKES NO REPRESENTATION AS TO THE ACCURACY OF THE DATA UPON WHICH THIS MAP OR PLAT IS BASED. THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACCURACY OF HIS OWN WORK AND NOT TO THE ACCURACY OF THE DATA PROVIDED BY THE CLIENT. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAT OR FOR ANY DAMAGE TO ANY PERSON OR ENTITY ARISING FROM THE USE OF THIS PLAT.



REZONING PLAN FOR:  
**B & K TURNER FAMILY, LLLP**

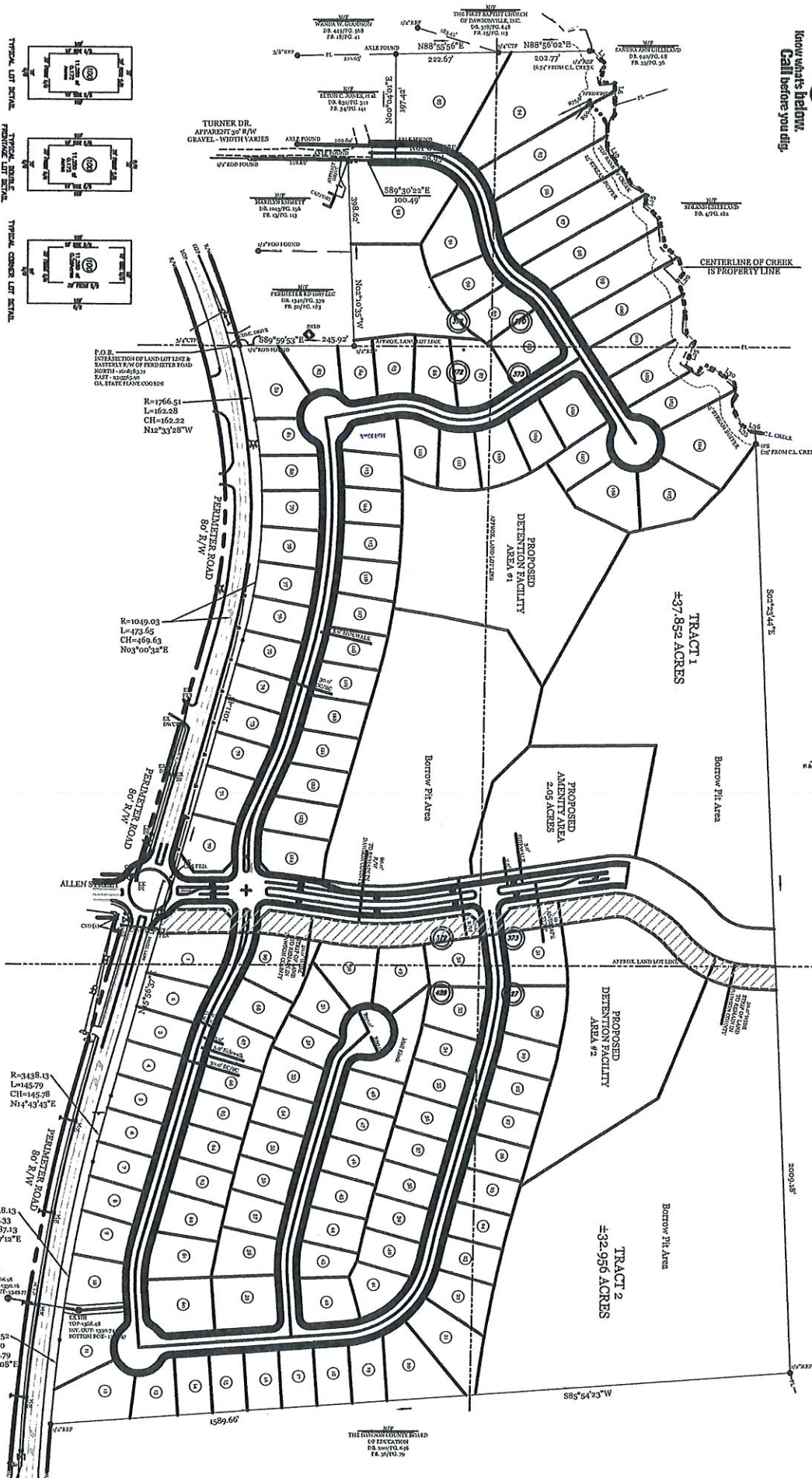
**GEORGIA PREMIER LAND SERVICES, INC.**  
 PROFESSIONAL LAND SURVEYOR  
 No. 2990, Exp. 11/29/2020  
 6040 W. GARDNER BLVD.  
 GAITHERSBURG, MD 20878  
 (301) 251-1800  
 WWW.GEORGIAPREMIERLANDSERVICES.COM

Date:	12/23/2020	Land Loc.:	20237217212127428428	Sheet No.:	
District:	NORTH 1/4	County:	DANFORD, GA.	Scale:	1"=50'
Project:	30103	Drawn By:	MS		1 of 1



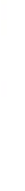
Know what's below. Call before you dig.

Amended 12/9/26 - 9/24/27



GENERAL NOTES:

1. PROPOSED CITY ZONING: R-5
2. EXISTING COUNTY ZONING: R-5 & P-1
3. PROPOSED LOT SIZE: 12' x 12' / Proposed Amenity Area
4. TOTAL AREA: 12.31 ACRES / 537,000 sq. ft.
5. TOTAL AREA: 12.31 ACRES / 537,000 sq. ft.
6. TOTAL AREA: 12.31 ACRES / 537,000 sq. ft.
7. ROAD-CURB: SIDEWALK RADIUS 50' / PROPOSED 80'
8. ROAD-CURB: SIDEWALK RADIUS 50' / PROPOSED 80'
9. THE PHASE OF DEVELOPMENT TO BE SERVED BY GRANTY SANITARY SEWER AND DOMESTIC WATER SERVICE.



ANNEXATION & REZONING PLAN FOR ALLEN STREET PROPERTIES, LLC PERIMETER RD. 73.385 AC TRACT

L. L. 370, 371, 372, 373, 427, 428 • 12TH DIST. DAWSON COUNTY, GEORGIA

**Civilscapes, Inc.**

CIVIL DESIGN & LANDSCAPE ARCHITECTURE  
7185 SHADY GROVE ROAD CUMMING, GEORGIA 30041  
OFFICE: 678-613-6636



REVISIONS		
NO.	DATE	REMARKS

DATE: 11/10/20  
PROJECT NO.: 20-065

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

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

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

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

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

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

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

Said property contains +/-37.852 Acres.



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

**Perimeter Road  
Tract 2  
32.956 Acres**

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

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

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

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



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

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

**Said property contains 32.956 Acres**

**City Council:**  
John Walden  
Caleb Phillips  
William Ilg  
Mark French



Michael Eason  
Mayor

Robert Bolz  
City Manager

Beverly Banister  
City Clerk

David Picklesimer  
Planning Director

Stacy Harris  
Zoning Admin Assistant

**Planning Commission:**

Matt Fallstrom  
Randy Davis  
Anna Tobolski  
Sandy Sawyer

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

**PUBLIC NOTICE**

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

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

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

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

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



# PUBLIC NOTICE ON ZONING

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

THE APPLICATION IS FOR:

**ANX/ZA C2100043**

HEARINGS WILL BE HELD BY:

PLANNING COMMISSION:

CITY COUNCIL:

DATE: **9-13-21**

DATE: **10-04-21**

TIME: **5:30 PM**

TIME: **5 PM**

HEARING LOCATION: **5 PM**

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

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

THIS SIGN NOT TO BE MOVED



**PUBLIC NOTICE  
ON ZONING**

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

THE APPLICATION IS FOR:  
**ANX/ZA-C2100043**

HEARINGS WILL BE HELD BY:

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

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

FOR ADDITIONAL INFORMATION CALL  
CITY PLANNING & ZONING DEPT AT 706-233-5271

THIS SIGN NOT TO BE REMOVED WITHOUT PERMISSION



**PUBLIC NOTICE  
ON ZONING**

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

THE APPLICATION IS FOR:  
**ANX/ZA C2100043**

HEARINGS WILL BE HELD BY:

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

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

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

**THIS SIGN NOT TO BE REMOVED WITHOUT AUTHORIZATION**



on September 21, 2021 at 6:00 p.m. in the DAWSON COUNTY GOVERNMENT CENTER, ASSEMBLY ROOM 2303 located at 25 JUSTICE WAY, Dawsonville, Georgia: Application for Variance: VR 21-15 Jim King is requesting to vary from the Dawson County Land Use Resolution Article III Section 308 C.6.B driveway width increase from 10' to 20'. TMP 114-033-005 Dawson Forest Rd.

If you have any questions or concerns regarding this application or need special accommodations, please contact Harmony Gee, Zoning Administrator at 706-344-3500, ext. 42336. All interested parties are invited to attend and be heard.

If you should wish to speak in favor or opposition to the above listed application, please contact this office for a Campaign Disclosure Form. This must be completed and filed with this office prior to the meeting date. This is only necessary if you have made campaign contributions in the amount of \$250.00 or more within 2 years prior to this date.

55784 9/1

**PUBLIC NOTICE**

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

ANX C2100043 and ZA C2100043: Allen Street Properties, LLC and B & K Turner Family, LLP have petitioned to annex into the city limits of Dawsonville the 70.808 acres (amended application) tract known as a portion of TMP 093 004 001, located at Perimeter Road, with a request to rezone from County Zoning of RSR (Residential Sub Rural) and

RA (Restricted Agriculture) to City Zoning of R3 (Single Family Residential). Public Hearing Dates: Planning Commission on September 13, 2021 and City Council on October 4, 2021. City Council for a decision on October 18, 2021.

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

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

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

55554 8/25,9/1

**Public Notice:**

The Dawson County Board of Commissioners will hear public input in regards to a Hotel-Motel Tax Ordinance Update at its regular meeting at 6 p.m. September 16, 2021, at the Dawson County Government Center, Assembly Room 2303, located at 25 Justice Way, Dawsonville, Georgia.

If you have any questions or concerns regarding this or need special accommodations, please contact County Clerk Kristen Cloud at 706-344-3501, ext. 42235. All interested parties are invited to attend and be heard.

55790 9/1,8

**Public Sales Auctions**

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

**Probate Notices**

**IN THE PROBATE COURT OF DAWSON COUNTY**

**STATE OF GEORGIA**  
IN RE: ESTATE OF STANLEY NEAL LANGSTON DECEASED

ESTATE NO. 2021-ES-121  
PETITION FOR LETTERS OF ADMINISTRATION NOTICE and to whom it may concern:

Gregory Van Langston has petitioned for Gregory Van Langston to be appointed administrator(s) of the estate of STANLEY NEAL LANGSTON

deceased, of said county. (The petitioner has also applied for waiver of bond, waiver of reports, waiver of statements, and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested persons are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before September 13th 2021

BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be (scheduled at a later date). If no objections are filed, the petition may be granted without a hearing.

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

**IN THE PROBATE COURT OF DAWSON COUNTY STATE OF GEORGIA**

IN RE: ESTATE OF DALE LEARY CHENEY DECEASED

ESTATE NO. 2021-ES-119  
PETITION FOR LETTERS OF ADMINISTRATION NOTICE

and to whom it may concern:  
Melanie Joy Buhl has petitioned for Melanie Joy Buhl

to be appointed administrator(s) of the estate of DALE LEARY CHENEY deceased, of said county. (The petitioner has also applied for waiver of bond, waiver of reports, waiver of statements, and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested persons are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before September 13th, 2021

BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be (scheduled at a later date). If no objections are filed, the petition may be granted without a hearing.  
Judge Jennifer Burt  
Judge of the Probate Court  
By Allie Phillips  
Clerk of the Probate Court  
25 Justice Way, Suite 4332  
Dawsonville, GA 30534  
(706)344-3580  
55442 8/18,25,9/1,8

IN THE PROBATE COURT OF DAWSON COUNTY  
STATE OF GEORGIA  
IN RE: ESTATE OF GABRIEL DAVIS

BLACKSTONE MINOR

ESTATE NO. 2021-GM-124  
Date of mailing, if any  
\_TO: Katlyn Jean Arnold  
NOTICE

Date of second publication, if any September 8, 2021  
To Katlyn Jean Arnold  
YOU are hereby notified that Daniel Joseph Blackstone and Amanda Miheelle Blackstone

has filed a Petition seeking to be appointed temporary guardian(s) of the above-named Minor. All objections to the Petition to the appointment of a temporary guardian or the appointment of the Petitioner(s) as temporary guardian(s), must be in writing, setting forth the grounds of any such objections, and be filed with this Court no later than fourteen (14) days after this notice is mailed, or ten (10) days after this notice is personally served upon you, or ten (10) days after the second publication of this notice if you are served by publication. All objections should be sworn to before a notary public or Georgia probate court clerk and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel for the required amount of filing fees.

NOTE: If a natural guardian files a timely objection to the creation of the temporary guardianship, the Petition will be dismissed. If a natural guardian files an objection to the appointment of the Petitioner(s) as guardian(s), or if a parent who is not a natural guardian files an objection to the Petition, a hearing on the matter shall be (scheduled at a later date). If no objection is filed, the Petition may be granted without a hearing.  
Judge Jennifer Burt  
Judge of the Probate Court  
By Allie Phillips

Clerk of  
25 Justice  
Dawson  
(706)344-  
5

**IN THE COURT OF**

**STATE OF**  
IN RE: ES

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NOTICE

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IN RE: Probate

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DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 11

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SUBJECT: **CONTINGENT APPROVAL OF ALCOHOL LICENSE FOR  
GRANDDADDY MIMM'S DISTILLING CO.**

CITY COUNCIL MEETING DATE: 09/18/2023

---

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

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

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

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PURPOSE FOR REQUEST:

**TO CONSIDER APPROVAL FOR 2024 GRANDDADDY MIMMS ALCOHOL LICENSE APPLICATION  
CONTINGENT UPON APPROVAL FROM THE STATE AND FEDERAL LICENSING BOARD**

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HISTORY/ FACTS / ISSUES:

- **LICENSE IS CONTINGENT BASED ON APPROVAL FROM THE STATE AND FEDERAL LICENSE – THE LOCAL JURISDICTION HAS TO APPROVE THE LICENSE FIRST**
- **APPLICANT TO MEET ORDINANCE PRIOR TO USE.**
- **APPLICANT TO OPEN BUSINESS IN Q1 2024 (ESTIMATED).**
- **APPLICANT TO INCLUDE PATIO SERVICE AND SALES.**
- **REQUEST AND PRESENTATION BY MEGAN KIMSEY.**

---

OPTIONS:

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RECOMMENDED SAMPLE MOTION:

**APPROVAL OF 2024 ALCOHOL LICENSE TO INCLUDE PATIO SALES AND SERVICE  
CONTINGENT UPON APPROVAL FROM FEDERAL AND STATE BOARDS**

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REQUESTED BY: Bob Bolz, City Manager



**City of Dawsonville**  
 415 Highway 53 East Suite 100  
 Dawsonville, Georgia 30534  
 Phone: (706)203-4924  
 Email: [permit.tech@dawsonville-ga.gov](mailto:permit.tech@dawsonville-ga.gov)

## Alcohol License Application

**NAME:** Granddaddy Mimmis LLC

**ADDRESS:** 415 Hwy 53E, Suite 130

NOTICE: Any false answer to any question could result in the denial of a license, or in the event a license is issued, in the revocation or suspension of the license. R

**TYPE OF LICENSE:**  RENEWAL \*\*  NEW

- \* Applications for renewal must be filed **by November 20<sup>th</sup>** of each year or late fees of 20% will be assessed.
- \*\* Renewal Applications received on or after January 1<sup>st</sup> shall be treated as if it is an initial application.
- \*\*\* Please include ALL employee (server) permits with the application for applicable business.

- The City MUST receive a copy of the **State of Georgia Alcoholic Beverage License**.
- The City MUST receive a copy of the **Food Establishment License**. (As Applicable)

Administrative	Fee	Subtotal
Administrative/Investigative Fees:	\$100	REQUIRED ✓
<b>Type of Licenses:</b>	<b>Fee</b>	
<b>Manufacturing</b>		
Manufacturing: <input checked="" type="checkbox"/> Beer/Malt <input type="checkbox"/> Wine <input checked="" type="checkbox"/> Distilled Spirits	\$500 Each	<del>\$1,000</del>
<b>Wholesale Dealer</b>		
Wholesale Dealer: <input type="checkbox"/> Beer/Malt <input type="checkbox"/> Wine <input type="checkbox"/> Distilled Spirits (check all that apply)	\$500 Each	
<b>Restaurants (on premises consumption)</b>		
Consumption on premises: <input type="checkbox"/> Beer/Malt <input type="checkbox"/> Wine (check all that apply)	\$500 Each	ONLINE
Consumption on premises: <input type="checkbox"/> Distilled Spirits (check all that apply)	\$2,000	ONLINE
<b>Authorized Caterer: (restaurants that cater with alcohol are also required)</b>		
Consumption on catered premises: <input type="checkbox"/> Cater License (additional permit required per event)	\$500	ONLINE
<b>Liquor Stores / Gas Stations / Grocery Store (off premises consumption)</b>		
Package Dealers: <input type="checkbox"/> Beer <b>OR</b> <input type="checkbox"/> Wine (check only one)	\$1,000	ONLINE
Package Dealers: <input type="checkbox"/> Beer <b>AND</b> Wine	\$1,500	ONLINE
Package Dealers: <input type="checkbox"/> Distilled Spirits	\$3,000	ONLINE
Package Dealers: <input type="checkbox"/> Beer, Wine, and Distilled Spirits	\$4,000	ONLINE
<small>(For tasting permit please see: Alcohol Permit Application – must be applied/renewed with license)</small>		
<b>Additional License:</b>		
<input type="checkbox"/> Sports Club <input type="checkbox"/> Indoor Commercial Recreational Establishment <input type="checkbox"/> Performance Facility <input type="checkbox"/> Private Club	\$3000 Each	ONLINE
<input type="checkbox"/> Brewpub <input checked="" type="checkbox"/> Brewery with Taproom <input type="checkbox"/> Winery/Farm Winery with Tasting Room and Package Sales <input checked="" type="checkbox"/> Distillery with Cocktail Room and Package Sales	\$1,000 Each	2,000 ✓
<input type="checkbox"/> Hotel-Motel in Room Service <input type="checkbox"/> Mobile Food Vendor	\$500 Each	ONLINE
	<b>Total:</b>	\$ 2,100.-

**BUSINESS INFORMATION:**

**RECEIVED**  
 JUL 07 2023  
 BY:



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 12

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SUBJECT: 2023 COMPREHENSIVE PLAN UPDATE

CITY COUNCIL MEETING DATE: 09/18/2023

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

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

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

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PURPOSE FOR REQUEST:

**TO PROVIDE A REPORT ON THE STATUS OF THE 2023 COMPREHENSIVE PLAN AND APPROVAL OF SUBMITTING THE DRAFT TO DCA**

**\*\* THE DRAFT WILL BE SENT OUT VIA EMAIL ONCE IT IS RECEIVED FROM GMRC NO LATER THAN FRIDAY, 9/15**

---

HISTORY/ FACTS / ISSUES:

- **DRAFT OF COMPREHENSIVE PLAN NEEDS TO BE SENT TO DCA FOR REVIEW AND CORRECTIONS IF NEEDED PRIOR TO ADOPTION BY CITY COUNCIL**
- **FINAL ADOPTION IS REQUIRED BY OCTOBER 30, 2023**
- **DCA WILL NEED APPROXIMATELY THREE WEEKS TO PERFORM IT'S REVIEW; WE PLAN TO BE ABLE TO PRESENT THE FINAL PRODUCT AT THE 10/16/2023 CITY COUNCIL MEETING FOR ADOPTION**
- **IF FINAL PRODUCT IS NOT RETURNED IN TIME FROM DCA, WE MAY HAVE TO CALL A SPECIAL MEETING FOR THE LAST WEEK IN OCTOBER TO APPROVE THE DOCUMENT IN ORDER TO MEET THE REQUIRED DEADLINE**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 13

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SUBJECT: REQUEST BID APPROVAL FOR SKATE PARK RELOCATION AND IMPROVEMENT

CITY COUNCIL MEETING DATE: 09/18/2023

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

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

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

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PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL OF CONCRETE PAD FOR SKATE PARK RELOCATION AND IMPROVEMENTS IN THE AMOUNT OF \$24,650.00 FOR FROM PWG CONCRETE CONSTRUCTION LLC TO BE PAID OUT OF SPLOST VII**

**TO REQUEST APPROVAL OF SOLE SOURCE PROVIDER FOR NEW SKATE PARK EQUIPMENT AND RELOCATION OF EXISTING EQUIPMENT IN THE AMOUNT OF \$84,088.70 FROM AMERICAN RAMP COMPANY TO BE PAID OUT OF SPLOST VII**

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HISTORY/ FACTS / ISSUES:

- **EXISTING SKATE PARK WAS INSTALLED IN 2021 BY AMERICAN RAMP COMPANY – SOLE SOURCE PROVIDER IN THE UNITED STATES**
- **EXPANSION OF SKATE PARK REQUIRES RELOCATION AND NEW CONCRETE PAD**
- **EXISTING CONCRETE PAD WILL BE USED FOR AN ADDITIONAL RESTROOM AND PAVILION NEAR THE PICKLEBALL & BASKETBALL COURTS**
- **CONCRETE PAD BIDS RECEIVED FROM PWG CONCRETE CONSTRUCTION, LLC FOR \$24,650.00; JERRY TOWNLEY CONCRETE, INC. FOR \$29,500.00; AND NO BID RECEIVED FROM HILL CONCRETE**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

**STAFF RECOMMENDS APPROVAL AS PRESENTED**

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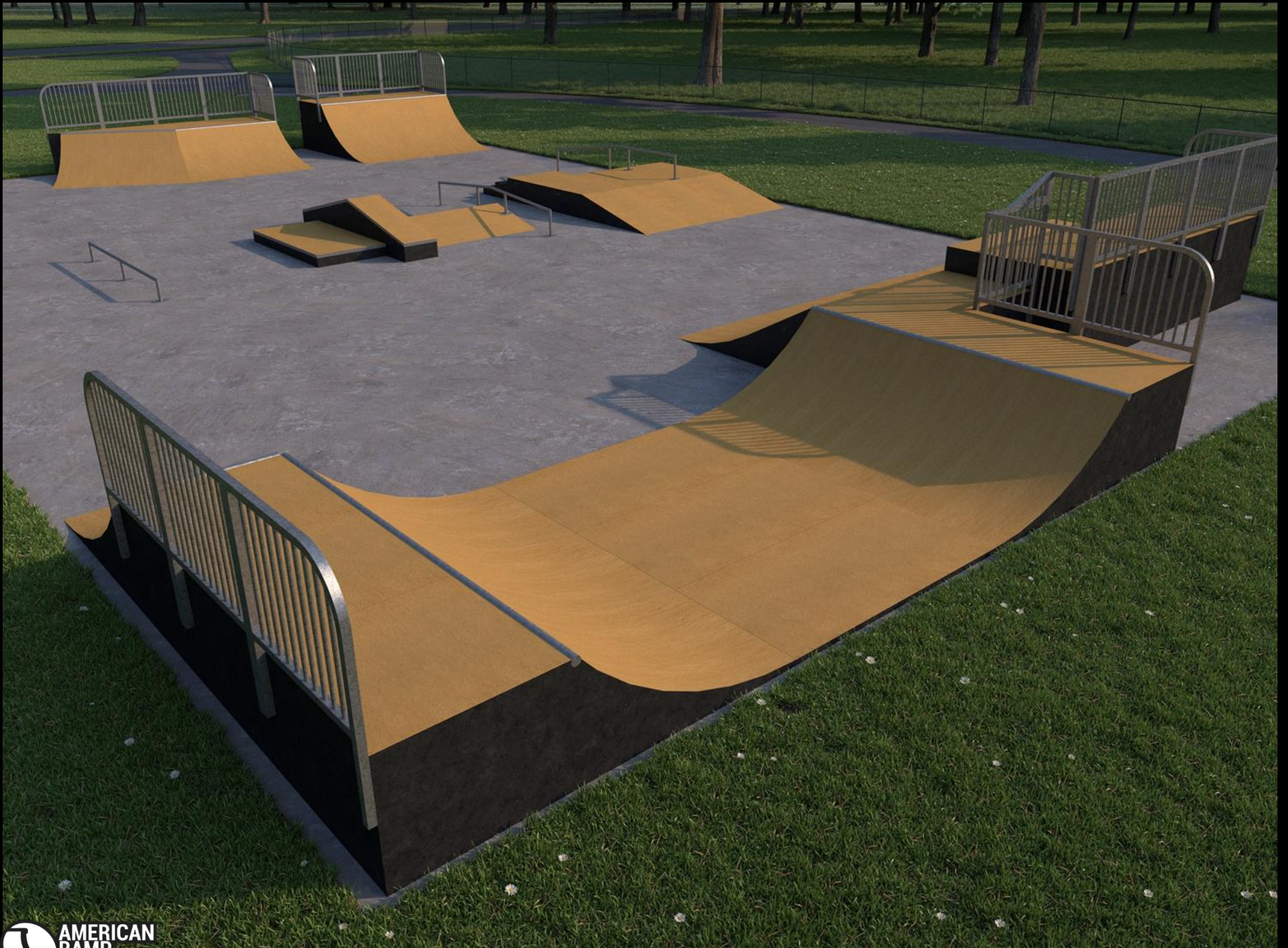
REQUESTED BY: Trampas Hansard, Public Works Director



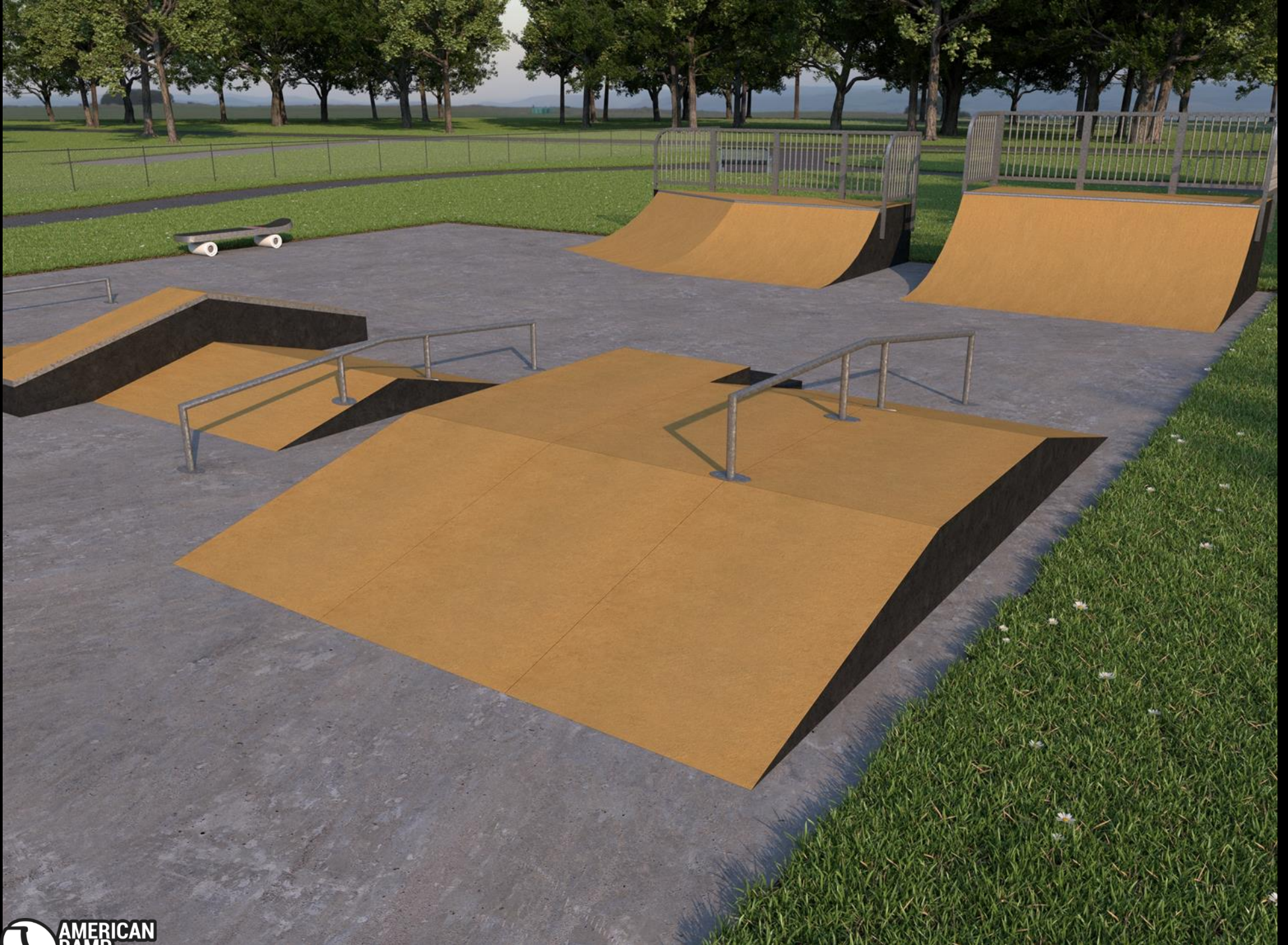




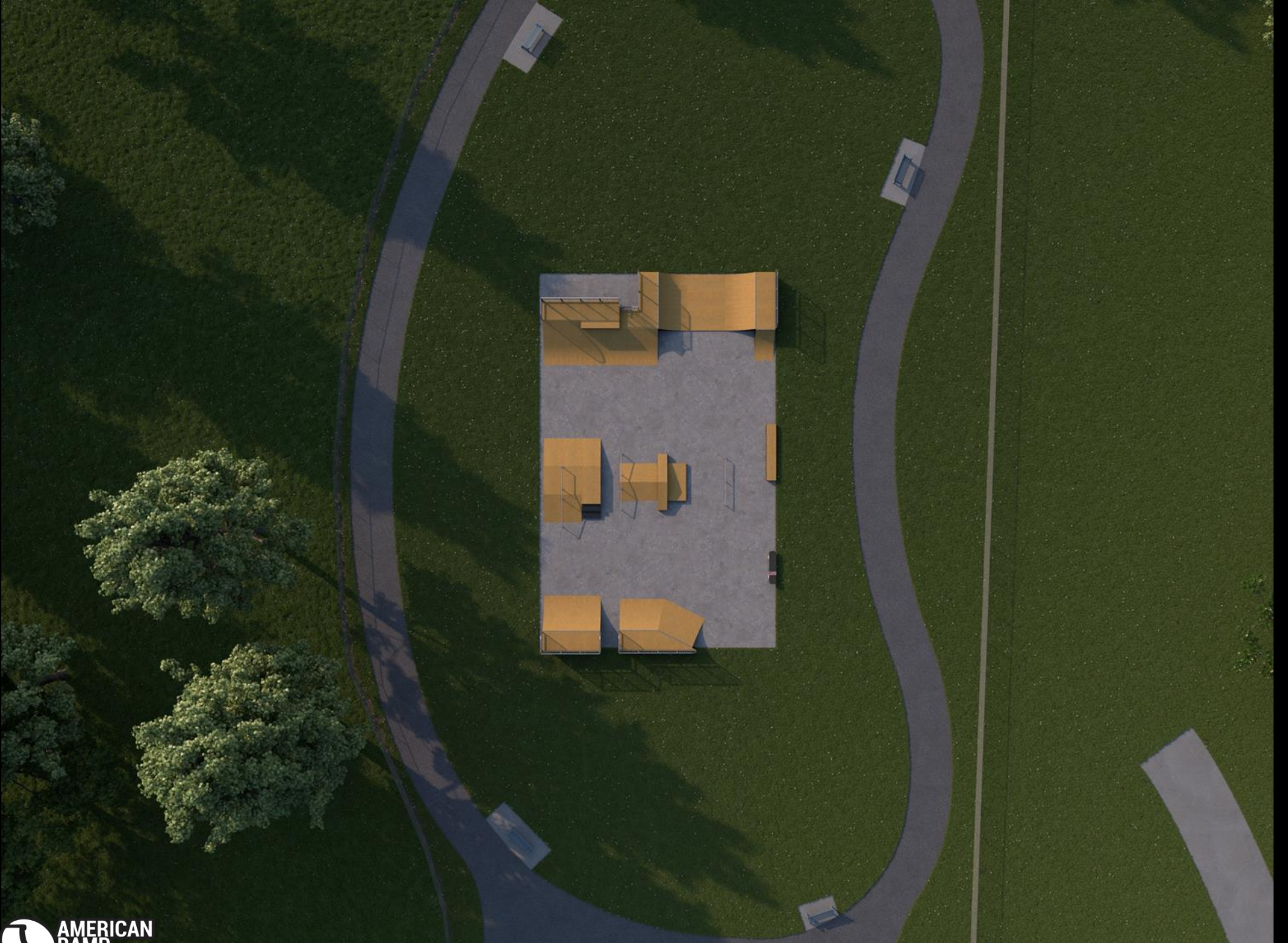


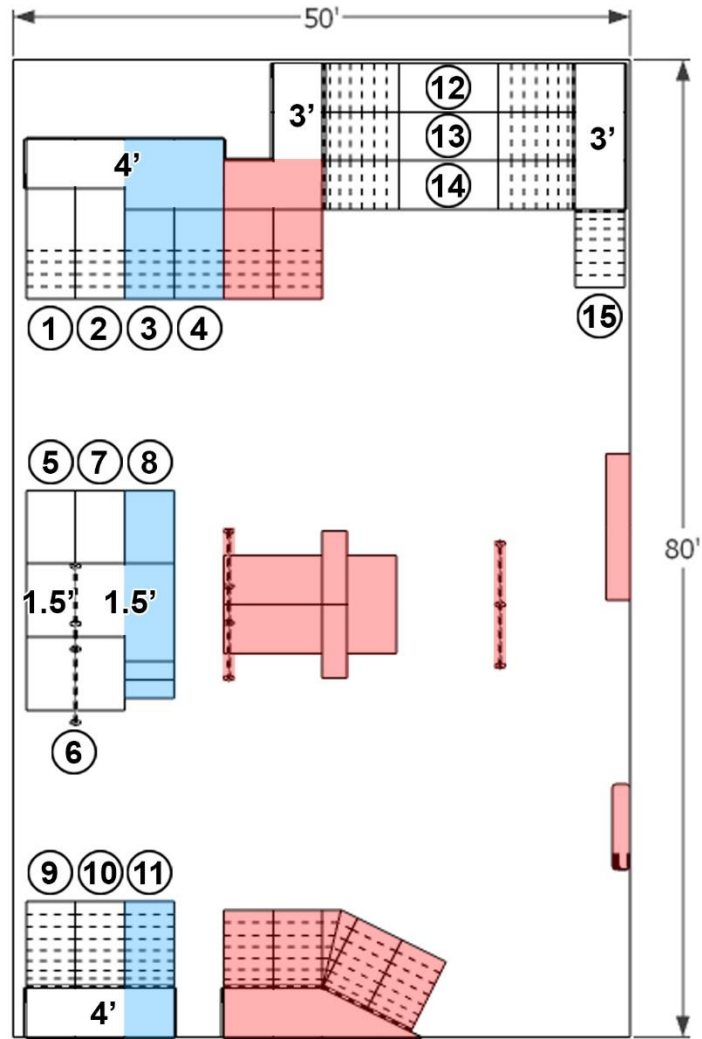












601 S. McKinley Ave  
 Joplin, MO 64801  
 Toll-free: 800-RAMP-778  
 Local: 417-206-6816  
 Fax: 417-206-6888  
 sales@americanrampcompany.com



Quote #	Design	Customer	Designer
.0	8332	City of Dawsonville	Chuck Dodge

**Base Design (White)**

Item	Obstacle	Height	Width	Length	Pro Series
1	Bank Ramp	4.0'	4.0'	13.0'	
2	Bank Ramp	4.0'	4.0'	13.0'	
5	Wedge, Flat, Wedge	1.5'	4.0'	13.0'	
6	Grind Rail, Kinked (Round)	1.5'	2"	13.0'	
7	Wedge, Flat, Wedge	1.5'	4.0'	13.0'	
9	Quarter Pipe	4.0'	4.0'	11.0'	
10	Quarter Pipe	4.0'	4.0'	11.0'	
12	Half Pipe	4.0'	4.0'	28.0'	
13	Half Pipe	4.0'	4.0'	28.0'	
14	Half Pipe	3.0'	4.0'	24.0'	
15	Quarter Pipe	3.0'	4.0'	6.0'	
TOTAL					\$61,355.98
Relocation					\$6,500.00
Well Discount					\$4,749.92
Concrete Pad					10,000.00
<b>GRAND TOTAL</b>					<b>82,106.06</b>

**Base with Add Alternate (White and Blue)**

Item	Obstacle	Height	Width	Length	Pro Series
1	Bank Ramp	4.0'	4.0'	13.0'	
2	Bank Ramp	4.0'	4.0'	13.0'	
3	Piano Bank Ramp	4.0'	4.0'	13.0'	
4	Piano Bank Ramp	4.0'	4.0'	13.0'	
5	Wedge, Flat, Wedge	1.5'	4.0'	13.0'	
6	Grind Rail, Kinked (Round)	1.5'	2"	13.0'	
7	Wedge, Flat, Wedge	1.5'	4.0'	13.0'	
8	Wedge, Flat, Stair	1.5'	4.0'	17.0'	
9	Quarter Pipe	4.0'	4.0'	11.0'	
10	Quarter Pipe	4.0'	4.0'	11.0'	
11	Quarter Pipe	4.0'	4.0'	11.0'	
12	Half Pipe	3.0'	4.0'	28.0'	
13	Half Pipe	3.0'	4.0'	28.0'	
14	Half Pipe	3.0'	4.0'	24.0'	
15	Quarter Pipe	3.0'	4.0'	6.0'	



TOTAL	\$83,917.96
Equipment Relocation	\$6,500.00
Sourcewell Discount	-\$6,329.26
Concrete Pad	\$40,000.00
<b>GRAND TOTAL</b>	<b>\$124,088.70</b>

Less \$40k for Concrete Pad (40,000.00)

**TOTAL \$84,088.70**

**Notes:**

- Existing equipment is highlighted in red.
- This turnkey quote includes Equipment, Shipping, and Installation.
- This quote includes a Sourcewell discount (if procured through Sourcewell Purchasing Co-Op).
- This quote does not include prevailing wage. If applicable, call for revised quote.
- This quote does not include sales tax. If applicable, call for revised quote.
- Quote is good for 30 days.

**Purchase through our competitively bid government Sourcewell contract.**





48 Summer Ln  
Dahlonega, GA, 30533  
(706) 974-8113

# PWG Concrete Construction LLC

## Estimate

For: City of Dawsonville  
415 SR-53 Dawsonville, Ga 30534

Estimate No: 83  
Date: 08/28/2023

Description	Quantity	Rate	Amount
Concrete Slab 3000 Psi Fiber Saw joints Trowel Finish	4,000	\$5.50	\$22,000.00
Grade and Prep	1	\$1,150.00	\$1,150.00
Line Pump	1	\$1,500.00	\$1,500.00
		Subtotal	\$24,650.00
		TAX 0%	\$0.00
		Total	\$24,650.00

**Total      \$24,650.00**

### Comments

Skate Park

Jerry Townley Concrete, Inc  
 99 Blue Ridge Overlook  
 Dawsonville, GA 30534  
 770-616-9373 Shelt  
 678-776-1726 Mardie  
 jtconcreteinc@gmail.com

# Estimate

Date	Estimate #
9/13/2023	96

Name / Address
----------------

City of Dawsonville P.O. Box 6 415 Hwy 53 E, Suite 100 Dawsonville, GA 30534
---

Project
Skate Park Pad

Description	Qty	Rate	Total
Skate Park Pad.....Grading to prep slab		4,000.00	4,000.00
Skate Park Pad.....all materials and labor to form, pour and finish slab 4" thick with fiber		24,000.00	24,000.00
Pump		1,500.00	1,500.00
JTC is NOT responsible for cracking or chipping in concrete			
Bid is valid for 30 days due to rising cost in materials.		<b>Total</b>	<b>\$29,500.00</b>





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 14

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SUBJECT: DISCUSSION OF PARKING ON CITY STREETS

CITY COUNCIL MEETING DATE: 09/18/2023

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

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

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

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PURPOSE FOR REQUEST:

**TO DISCUSS ISSUES REGARDING RESIDENTS COMPLAINING ABOUT PARKED VEHICLES ON STREETS IN SUBDIVISIONS AND ON RIGHT OF WAYS (SIDEWALKS)**

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HISTORY/ FACTS / ISSUES:

**ISSUE IS BECOMING PRESSING BY SUBDIVISION RESIDENTS AND CURRENTLY WE HAVE NO ORDINANCE GOVERNING THIS.**

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OPTIONS:

**TOWING CARS, BOOTING CARS OR NO ACTION. FURTHER INFORMATION CAN BE OBTAINED ONCE A PREFERRED OPTION IS CHOSEN. CONTRACTS AND/OR BIDS WILL LIKELY HAVE TO BE OBTAINED TO IMPLEMENT THE PROCESS.**

---

RECOMMENDED SAMPLE MOTION:

**MOTION TO TABLE FOR FURTHER DISCUSSION OR DRAFT AN ORDINANCE TO IMPLEMENT OPTION CHOSEN OR NO ACTION**

**STAFF RECOMMENDS ALLOWING LEGAL TO DRAFT AN ORDINANCE TO REVIEW AND CONSIDER**

---

REQUESTED BY: Trampas Hansard, Public Works Director



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 15

---

SUBJECT: PROPOSED 2024 MEETING CALENDAR

CITY COUNCIL MEETING DATE: 09/18/2023

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget      Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST:

- **TO REVIEW AND DISCUSS THE DRAFT OF THE 2024 CITY MEETINGS CALENDAR**
- **FINAL DRAFT TO BE PRESENTED AT THE OCTOBER 2, 2023 MEETING**
- **DRAFT CALENDAR WILL BE PRESENTED TO PLANNING COMMISSION, HISTORIC PRESERVATION COMMISSION AND DOWNTOWN DEVELOPMENT AUTHORITY FOR CONSIDERATION AND INPUT**

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HISTORY/ FACTS / ISSUES:

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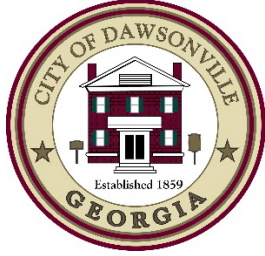
OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly Banister, City Clerk



**CITY OF DAWSONVILLE**  
**CITY CLERK'S OFFICE**  
415 Hwy 53 E • Suite 100  
Dawsonville, GA 30534  
[beverly.banister@dawsonville-ga.gov](mailto:beverly.banister@dawsonville-ga.gov)  
(706) 265-3256

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Meeting times:

City Council	5:00 pm
Planning Commission	5:30 pm
Historic Preservation Commission	5:30 pm
Downtown Development Authority	5:30 pm

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The following months only have one **City Council** meeting proposed to accommodate for holidays and school breaks:

- January – New Years Day (observed) and MLK Day – Proposing Thursday, January 11, 2024 to hold City Council meeting - **\*\* Will KT be available that day?**
  - April – Spring Break
  - July – Independence Day (Falls on Thursday, oftentimes key staff members take vacation that week)
  - September – Labor Day
- 

DDA – Board will be discussing their May and November meeting days at their regularly scheduled meeting on 09/25/2023.

HPC will hold their December meeting on Tuesday, December 3, 2024

# January 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 <b>City Hall Closed</b> New Year's Eve Observed	2 <b>City Hall Closed</b> New Year's Day Observed	3	4	5	6
7	8 <b>Planning Commission</b>	9	10	11 <b>City Council Regular Meeting</b>	12	13
14	15 <b>City Hall Closed</b> Martin Luther King Day	16	17	18	19	20
21	22 <b>Downtown Development Authority</b>	23	24	25	26	27
28	29	30	31			



# February 2024

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

# March 2024

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

# April 2024

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

# May 2024

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



# June 2024

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

# July 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4 <b>City Hall Closed</b> Independence Day	5	6
7	8 Planning Commission	9	10	11	12	13
14	15 City Council Regular Meeting & Work Session	16	17	18	19	20
21	22 Downtown Development Authority	23	24	25	26	27
28	29	30	31			

# August 2024

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

# September 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 <b>City Hall Closed</b> Labor Day	3	4	5	6	7
8	9 <b>Planning Commission</b>	10	11	12	13	14
15	16 <b>City Council Regular Meeting &amp; Work Session</b>	17	18	19	20	21
22	23 <b>Downtown Development Authority</b>	24	25	26	27	28
29	30					



# October 2024

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

# November 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 City Council Regular Meeting	5	6	7	8	9
10	11 City Hall Closed Veteran's Day	12	13	14	15	16
17	18 City Council Regular Meeting	19	20	21	22	23
24	25	26	27	28 City Hall Closed Thanksgiving	29 City Hall Closed Day After Thanksgiving	30

# December 2024

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



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 16

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

CITY COUNCIL MEETING DATE: 09/18/2023

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

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

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

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PURPOSE FOR REQUEST:

**TO PROVIDE PROJECT UPDATES**

---

HISTORY/ FACTS / ISSUES:

**SEE ATTACHED OUTLINE**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager



## CITY MANAGER REPORT

PREPARED SEPTEMBER 12, 2023, SEPTEMBER 18, 2023, AGENDA

**Comprehensive Plan:** Thus far we have had seven very successful Comprehensive Plan Meetings including two public hearings July 13<sup>th</sup>. We had our final stakeholder meeting on August 10<sup>th</sup>. Joe is finalizing the draft plan for your review, and we hope to have it to the City Council in September. Thus far we have received 439 surveys. For current feedback results please use this link: <https://www.surveymonkey.com/results/SM-LC6NHP2X8/>

**Downtown Strategic Plan:** TSW and city staff hosted a very successful Strategic Plan Kick-off Meeting on September 7<sup>th</sup> with over 50 people in attendance. The presentation and feedback are available. This will be a portion of the community visioning stage of strategic planning. Our next meeting is November 2<sup>nd</sup> at 6 PM.

**Grading Main Street Park Court Projects:** The grading and gravel are complete and the court construction, weather permitting, should start the week of September 11<sup>th</sup>.

**Point Broadband (NGN Fiber)** Installation of fiber is underway across the city.

**Impact Fees Study:** After guidance from the City Council, staff put together the impact fee review committee and scheduled a meeting on August 30<sup>th</sup>. We did not have a quorum. Staff sought feedback electronically and this will be included in the September 18<sup>th</sup> meeting.

**Niche Columbarium:** Delivered, installed and ready for business.

**DCA Grant for Historic Survey for Certified Local Government:** Great news – we received the \$6,000.00 grant to cover the cost of the required historical survey as the next step toward our CLG. An RFQ has been advertised to select a company to carry out the survey.

**City Commissions and Authorities:** Staff were saddened to recently learn of the passing of Keith Stone. Keith had served the city on the Downtown Development Authority since 2008, most recently as Chairman. With the tragic passing of Keith, the resignation of Perry Bohn on the Historic Preservation Commission, the resignation of Kevin Hammond on the DDA, and upcoming term limits, nine positions need filling. All these members of the Planning Commission, the HPC, and the DDA are appreciated for their civic mindedness and service.

**Farmer's Market:** The market continues to be very popular on Saturdays. They are no longer opening on Wednesdays. The last market day is October 21<sup>st</sup>.

**September's Friday Food Truck Night:** This month's event was another success with a variety of food trucks, including Old Dad's Wings, Brookton Catfish School, Meatballerz Pizza, Sweet Cheeks BBQ, Super Taco, Cassie Cakes, IGY6 Coffee, and Life's Lemon with music by Jon Wan, a waterslide for kids, and an inflatable tunnel on soil education from the Soil and Water Conservation Service. Our next event will be on October 6<sup>th</sup>. Our final event is in conjunction with our annual Christmas Tree Lighting, Jingle Market, and Parade on Saturday, November 18<sup>th</sup> as we welcome the holiday season to Dawsonville.

**Moonshine Festival:** Staff met with K4K and the Sheriff's Office to plan this event. We will use our two city officers to direct traffic at the Food Lion/Main Street entrance. No officers will be allowed to patrol the shopping center parking lot.

**Skate Park:** Staff are planning and pricing relocating the skate park to a larger concrete pad inside the loop trail of Main Street Park behind the retirement home. The existing elements would be relocated there and more added. The existing skate pad would be converted to a rest room and a picnic shelter serving the pickleball court area. Staff began obtaining bids for the concrete pad with an estimated cost of \$25,000.00. The bids with our Sourcewell discount for relocation of existing elements and addition of others is just under \$85,000.00.

**Well #112 Drilling:** Bob Atkins, our city geologist and Utility Director Barr have identified five potential sites that we are researching for land ownership, etc. EPD has changed their rules and has begun allowing waivers for well sites within 100' of a stream.

**Governor's Office of Planning & Budget Grant for Water System Infrastructure due to Population Increase:** No news on the grant we applied for offered by the Governor's Office of OPB that can be awarded to municipalities experiencing significant population increases. The grant request totaled \$1,154,720.00 and would be used to cover the cost of drilling and setting up operation of the new well. The grant requires a 75-25 match; so, our portion would be \$285,000.00. We have already budgeted in our Enterprise Fund for the total amount. If awarded, this could represent a savings of at least \$896,220.00. The plans and design for the well are complete and the well drilling project should start in mid-May.

**EWSA Service Delivery Area Agreement Implementation:** Staff continue working with EWSA to begin transition billing efforts from the agreed upon service delivery agreement.

**Land Acquisition for Water Tower:** The property for the site of the next water tower at 557 Hwy 9 North is now city owned.

**Lead & Copper Pipe Grant:** Staff identify pertinent areas and making changes as needed.

**Wastewater Treatment Plant:** Staff met with Turnipseed Engineering today and learned we are awaiting approval from the US Fish & Wildlife Service for their assessment of darters. Then, once approved, it should go quickly through EPD and USDA processes. USDA has been awarding 45% grants and GEFA loans are under 3%. The open market rates have been good. All will be evaluated. Construction times are extended because of supply line issues. They anticipate a two-year construction time. They anticipate costs up to \$15 million and we have a \$3 million grant from the Governor's Office.

**T-Mobile Hometown Grant Proposal:** We submitted a grant that if received, would provide funding for capturing digital humanities in the form of oral histories representing our community to make cultural preservation accessible to the public in the forms of wayfinding, public art, and technology. We await word of award.

#### **Roads & Streets:**

- **Cleve Wright Road:** Byrd & Holbrook finished work to our portion of the road, and it looks great, putting the rest of the road to shame. It was done for less money than the county wanted if they did the work.
- **Robinson Road/Hwy 9N:** Staff made repairs to the entrance to Robinson Road at Hwy 9N.
- **TSPLOST:** Staff continue to work with the county to develop a list of projects for future consideration.

- **Improvements to Downtown Roundabout:** GDOT has rebid the project to restripe the crosswalks around the old courthouse square. When a contractor is selected and an NTP issued, they will notify us.
- **Shoal Creek Bridge Construction & Paving Project:** The city requested utility relocation funds from GDOT to cover the \$200,000.00 cost required to relocate the city waterline as needed for the bridge project. With the help of the City Council/Mayor, we negotiated our portion to a cost of only \$40,805.00.

### **Georgia Racing Hall OF Fame:**

- Regarding the GA Fund One grant of \$500,000.00, we have learned that the desired use of the funds has changed, and we await word of what's next.
- The front entrance doors will be paid for by the DHM with the city reimbursing. Per our attorney and auditor, they will present us with a paid invoice or cancelled check from which we will reimburse. The City Council approved a cost increase. The work was completed last week.
- October 6-7 – DCHS CTAE/GRHOF Haunted House
- October 20-22 – GRHOF Haunted Ghost Walk

### **Rental Space – City Hall Complex:**

- Granddaddy Mimms was selected as the distillery for the rental space. We are actively working on the design and plans for buildout as well as finalization of the lease. Staff and Mimms met with our engineer to finalize what is needed for construction so drawings can be completed and sent to the fire marshal. The fire marshal requested some more information on the design, and we are awaiting the information from GDM.
- Restaurant property, our engineer is developing buildout plans for the space including the kitchen equipment and fire marshal needs.
- Patio: We have the final draft of drawings about the patio improvements that will bring a green, fresh look to this area. We hope to start work on that area as soon as the Moonshine Festival is over.

**Dawson County Hazard Mitigation Task Force:** Last updated in 2018 with city participation, both the City Manager and the Public Works Director are serving on this working group to revise the plan for 2023.

### **Main Street Park Projects:**

- **Playground:** The zip line and the mini merry-go-round are back in service. This equipment was damaged by adults using it despite our efforts to prevent such use.
- **Disc Golf:** The BOE has approved the city's use of their property pending an approved IGA. Our legal team have developed an IGA and are bringing it before the City Council.
- **Basketball Court & Pickleball Courts:** Discussed above.
- **Shade:** Staff continue researching shade for various locations in the park and the dog park. We received \$10,000.00 from the Dawsonville Civitan Club which will be used for this project.
- **Sidewalk Addition:** We received a \$1,900.00 check from the Dawsonville Civitan Club which will be used to cover part of the cost for the additional sidewalk connecting the retirement home to Main Street Park.
- **Skate Park Expansion:** Discussed above.
- **Small Bathroom between Shelter #3 and Skate Park/Court Area:** We are designing a rest room that can be set on site hooked up to utilities.
- **Water Fountains:** We continue evaluating additional locations for water fountains within the park, each costing about \$7,000.
- **Stage:** Staff are researching the purchase of a hydraulic, mobile stage, like what we used at the tree lighting event. Since it is portable it can be set up and taken down in a few hours.

- **Dog Park:** Eagle Scout candidate Palmer Hartley has finished his project complete with obstacles for the dogs, signage, and an entry way. A ribbon cutting is being planned for November. The sidewalk is complete as is the landscape work.
- **Bridge & Trail to Library:** Construction is complete.
- **Geocaching Site:** Geocaching is a sport that is growing in popularity. There has existed a cache at the GRHOF for years. We have been approached by a volunteer geocaching enthusiast that wants to install and will maintain three sites, one in Main Street Park, one at the Dog Park, and one at Wallace Park. Staff have met with her, and we are awaiting her official proposal.
- **Splash Pad:** Research into the possibility of adding this amenity is underway. The current cost estimate is over \$350,000.00.
- **Power for Shelters & Christmas Tree Walk:** The PW Director met with GA Power representatives and an engineer from CEC to evaluate power needs for a Christmas tree walk within Main Street Park. While here, they also discussed power for concerts and stage needs, as well as power to shelters #1 and #3 in hopes of addressing all of these issues at the same time. Engineered drawings are being prepared for GA Power.

**Staff Update** Several staff took some well-deserved time off this month, three attended training, and none were absent due to COVID. Permit/License Technician Stan Zaverhuka has resigned to accept a better paying position with the City of Roswell. We will miss Stan but wish him the very best and thank him for his five years of service.

**Leak Adjustments:** There was only one leak adjustment this week, at a total cost of \$167.43, \$66.18 for water and \$101.25 for sewer.

**Calendar YTD \$2,664.37 totals for the same period last year totaled \$15,406.12.**





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 17

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

CITY COUNCIL MEETING DATE: 09/18/2023

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

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

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

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PURPOSE FOR REQUEST:

**TO PRESENT FUND BALANCE AND ACTIVITY THROUGH AUGUST 31, 2023**

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HISTORY/ FACTS / ISSUES:

**SEE ATTACHED FINANCIAL REPORTS**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Robin Gazaway, Finance Director

CITY OF DAWSONVILLE, GEORGIA  
GENERAL FUND  
July 1, 2023 - August 31, 2023

17%

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
<b>REVENUES</b>			
Taxes	\$ 2,457,600	\$ 393,147	16.00%
Licenses and permits	92,300	9,691	10.50%
Intergovernmental revenues	6,000	-	0.00%
Fees	297,550	23,241	7.81%
Other	409,895	32,915	8.03%
	<u>3,263,345</u>	<u>458,994</u>	<u>14.07%</u>
<b>EXPENDITURES</b>			
Department:			
Council	162,200	28,026	17.28%
Mayor	63,700	2,659	4.17%
Elections	20,000	-	0.00%
Administration	1,037,433	134,954	13.01%
City Hall building	174,460	46,644	26.74%
Animal control	2,040	100	4.90%
Roads	796,000	88,136	11.07%
Parks	104,000	11,175	10.75%
Planning and zoning	572,839	86,871	15.16%
Economic development	330,673	22,227	6.72%
	<u>3,263,345</u>	<u>420,792</u>	<u>12.89%</u>
<b>TOTAL REVENUES OVER EXPENDITURES</b>		38,202	
Transfer in From Reserves		<u>(38,202)</u>	
<b>NET CHANGE IN FUND BALANCE</b>		<u><u>-</u></u>	

CITY OF DAWSONVILLE, GEORGIA  
WATER, SEWER, AND GARBAGE FUND  
July 1, 2023 - August 31, 2023

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
<b>REVENUES</b>			
Water fees	\$ 895,000	\$ 163,359	18.25%
Sewer fees	916,000	187,439	20.46%
Garbage fees	230,200	58,130	25.25%
Miscellaneous	<u>556,507</u>	<u>38,860</u>	<u>6.98%</u>
Total revenues	<u>2,597,707</u>	<u>447,788</u>	<u>17.24%</u>
<b>EXPENDITURES</b>			
Depreciation	633,000	115,811	18.30%
Garbage service	230,200	116,353	50.54%
Group insurance	200,000	27,421	13.71%
Insurance	600	-	0.00%
Interest	87,450	11,663	13.34%
Payroll taxes	36,000	4,667	12.96%
Professional	201,000	15,784	7.85%
Miscellaneous	166,205	244,076	146.85%
Repairs/supplies	274,000	41,860	15.28%
Retirement	30,000	4,987	16.62%
Salaries	451,852	62,656	13.87%
Technical services	88,000	11,854	13.47%
Utilities	<u>199,400</u>	<u>15,779</u>	<u>7.91%</u>
Total expenditures	<u>2,597,707</u>	<u>672,911</u>	<u>25.90%</u>
<b>INCOME (LOSS)</b>		<u><u>(225,123)</u></u>	

CITY OF DAWSONVILLE, GEORGIA  
 SPLOST VI  
 July 1, 2023 - August 31, 2023

**SPLOST VI**

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
<b>REVENUES</b>			
Taxes	-	-	#DIV/0!
Interest	-	261	#DIV/0!
Other	<u>59,000</u>	<u>-</u>	<u>0.00%</u>
 Total revenues	 <u>59,000</u>	 <u>261</u>	 <u>0.44%</u>
<b>EXPENDITURES (Capital Outlays)</b>			
City hall acquisition	-	-	#DIV/0!
Roads and sidewalks		-	#DIV/0!
Public works equipment - roads	50,000	-	0.00%
Sewer projects	-	-	0.00%
Public works equipment - sewer	-	-	0.00%
Water projects	-	-	0.00%
Public works equipment - water	-	-	0.00%
Farmers market	9,000	1,500	16.67%
Parks and recreation	<u>-</u>	<u>-</u>	<u>0.00%</u>
 Total expenditures	 <u>59,000</u>	 <u>1,500</u>	 <u>2.54%</u>
 TOTAL REVENUES OVER EXPENDITURES		 (1,239)	
 Transfer in From Reserves		 <u>1,239</u>	
 NET CHANGE IN FUND BALANCE		 <u><u>-</u></u>	



CITY OF DAWSONVILLE, GEORGIA  
 SPLOST VII  
 July 1, 2023 - August 31, 2023

**SPLOST VII**

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
<b>REVENUES</b>			
Taxes	1,000,000	194,889	19.49%
Interest	21,000	13,051	62.15%
Other	<u>1,679,000</u>	<u>-</u>	<u>0.00%</u>
 Total revenues	 <u>2,700,000</u>	 <u>207,940</u>	 <u>7.70%</u>
<b>EXPENDITURES (Capital Outlays)</b>			
City hall acquisition	250,000	7,650	3.06%
Roads and sidewalks	1,000,000	-	0.00%
Public works equipment - roads	65,000	-	0.00%
Land Acq. / Downtown	-	-	0.00%
Public works equipment - sewer	780,000	-	0.00%
Water projects/Sewer Projects	-	-	0.00%
Public works equipment - water	-	-	0.00%
Farmers market	-	-	#DIV/0!
Parks and recreation	<u>605,000</u>	<u>84,424</u>	<u>0.00%</u>
 Total expenditures	 <u>2,700,000</u>	 <u>92,074</u>	 <u>3.41%</u>
 TOTAL REVENUES OVER EXPENDITURES		 115,866	
 Transfer in From Reserves		 <u>(115,866)</u>	
 NET CHANGE IN FUND BALANCE		 <u><u>-</u></u>	