

**AGENDA**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, December 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 December 4, 2023
    - Special Called Joint Meeting held December 8, 2023
  - b. Approve 2024 Mayor and Council Board Designations and Compensation
  - c. Approve 2024 Appointment of Municipal Court Judge Ronald Reemsnyder and Agreement
  - d. Approve 2024 Professional Services
8. Employee Recognition

**PUBLIC HEARING**

9. ANX-C2400048: Dawson County BOE has petitioned to annex 1.61 acres of TMP 093 005, Located at 516 Allen Street with a County Zoning of C-CB (Community Business Commercial District) to City Zoning INST (Institutional District). Public Hearing Dates: Planning Commission on December 11, 2023, and City Council on December 18, 2023. City Council for a decision on January 11, 2024
10. ZSP C2400063: Atlanta Motorsports Park, LLC has petitioned to amend the site plan to convert the takeout kitchen to a restaurant; located at 20 Duck Thurmond Road (TMP 070 049 001). Public Hearing Dates: Planning Commission on Monday, December 11, 2023, and City Council Monday, December 18, 2023. City Council for a decision on Thursday, January 11, 2024.

**BUSINESS**

11. Request for Special Use of City Property
12. Lease Agreement between the City of Dawsonville and The Station House Restaurant, Inc.
13. 2024 Vape Licenses
14. Request Approval for Modifications to Dawsonville History Museum
15. Intergovernmental Agreement with Dawson County

**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**

18. Administer Oath of Office to Elected Officials
19. 2024 Mayor Pro Tempore Appointment

**ADJOURNMENT**

***The next scheduled City Council meeting is Thursday, January 11, 2024***

*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: 12/18/2023

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PURPOSE FOR REQUEST:

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

- a. Approve Minutes
    - Regular Meeting held December 4, 2023
    - Special Called Joint Meeting held December 8, 2023
  - b. Approve 2024 Mayor and Council Board Designations and Compensation
  - c. Approve 2024 Appointment of Municipal Court Judge Ronald Reemsnyder and Agreement
  - d. Approve 2024 Professional Services
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# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 7a

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SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 12/18/2023

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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 DECEMBER 4, 2023**
- **SPECIAL CALLED JOINT MEETING HELD DECEMBER 8, 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**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, December 4, 2023**  
**5:00 P.M.**

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1. **CALL TO ORDER:** Mayor Eason called the meeting to order at 5:02 pm.
2. **ROLL CALL:** Present were Councilmember Mark French, Councilmember Caleb Phillips, Councilmember William Illg, Councilmember John Walden, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utility Director Jacob Barr, Downtown Development Director Amanda Edmondson and Finance Director Robin Gazaway.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Walden.
4. **ANNOUNCEMENTS:** Councilmember Walden reported City Manager Bolz received the EMAG Volunteer of the Year Award from the Emergency Management Association of Georgia. He further stated he was happy to have Mayor Eason back with the Council.
5. **APPROVAL OF THE AGENDA:** Councilmember Walden motioned to remove item #7e from the consent agenda and make it item #17 on the regular agenda.  
  
Motion to approve the agenda as amended made by J. Walden; second by W. Illg. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** Charlie Ziadie, 354 Wood Ridge Trail, Dawsonville, GA – He identified himself as one of the parties making the request to utilize the City's property for parking (Item #10). He provided a brief overview of his personal history and his vision and goals in opening his business downtown.
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a - d) made by C. Phillips; second by M. French. Vote carried unanimously in favor.
  - a. Approve Minutes
    - Regular Meeting held November 6, 2023
    - Executive Session held November 6, 2023
  - b. Approve Newly Elected Officials Training for Sandy Sawyer
  - c. Approve FY 2024 Local Maintenance and Improvement Grant (LMIG): **Approved project to soil cement, repave and repair sidewalks on Maple Street South and to approve 30% match of \$14,008.45 out of SPLOST VII budget; funding will be combined with FY 2023 and FY 2025 LMIG funding.**
  - d. Approve Resolution R2023-08 to Open a OneGeorgia Special Purpose Grant Bank Account (Exhibit "A")
8. **DOWNTOWN DEVELOPMENT AUTHORITY BOARD APPOINTMENTS:** Motion made by J. Walden to approve the following appointments and terms to the Downtown Development Authority Board:
  - Trey Thomas – To fill the unexpired term of Kevin Hammond through 12/31/2025
  - Mary Wright – Four year term: 01/01/2024 to 12/31/2027
  - Dwight Gilleland – Four year term: 01/01/2024 to 12/31/2027
  - Jonathan Campbell – Four year term: 01/01/2024 to 12/31/2027

Second by M. French. Councilmember Illg stated he spoke to both nominees and he appreciates their involvement and believes they will be an asset to the Board. Vote carried unanimously in favor.

## **BUSINESS**

9. **CONSIDERATION FOR APPROVAL OF THE FY 2022-2023 AUDIT:** Motion to accept the FY 2022-2023 audit as presented made by M. French; second by W. Illg. Vote carried unanimously in favor.
10. **REQUEST FOR SPECIAL USE OF CITY PROPERTY:** Mayor Eason stated he is recommending tabling the item so the persons requesting the use of the lot have an opportunity to speak with the City's attorney and present their plan for developing a parking lot to be certain it will meet all the requirements of the City ordinances.

Motion to table the item to the December 18, 2023 City Council meeting made by W. Illg; second by J. Walden. Vote carried unanimously in favor.



**MINUTES**  
**CITY COUNCIL REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, December 4, 2023**  
**5:00 P.M.**

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- 11. PARKING ON CITY STREETS:** Brief discussion occurred regarding the responses from the HOAs and their attempts to control parking on the streets.

Motion to direct the City Attorney to draft an ordinance to restrict parking on City streets made by C. Phillips; second by M. French. Councilmember French stated he believes it is a public safety issue if emergency vehicles cannot reach a resident's home because of vehicles blocking the road. Vote carried unanimously in favor.

- 12. REQUEST TO MODIFY THE RESTROOMS AT THE DAWSONVILLE HISTORY MUSEUM:** Public Works Director Hansard presented plans on behalf of the museum to modify the existing restrooms in the museum space to create more storage. The plans are in line with code and the modifications will be paid by the Dawsonville History Museum.

Motion to approve the modification to the Dawsonville History Museum restrooms as presented made by M. French; second by C. Phillips. Vote carried unanimously in favor.

- 13. LEASE AGREEMENT BETWEEN THE CITY OF DAWSONVILLE AND THE STATION HOUSE RESTAURANT INC:** Motion to table the item to the December 18, 2023 City Council meeting made by W. Illg; second by J. Walden. Vote carried unanimously in favor.

- 14. REQUEST TO MODIFY GRANDDADDY MIMMS LEASE AGREEMENT:** Public Works Director Hansard explained they are diligently working on the buildout and are on schedule to have it seventy-five percent completed by the end of January; he recommends modifying their lease terms to start on February 1, 2024.

Motion to modify the lease terms for Granddaddy Mimms to start on February 1, 2024 made by J. Walden; second by M. French. Vote carried unanimously in favor.

- 15. ORDINANCE NO. 08-2023: AN ORDINANCE TO AMEND THE INFRASTRUCTURE DEDICATION ORDINANCE OF THE CITY OF DAWSONVILLE, GEORGIA, TO PROVIDE FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES (FIRST READING: NOVEMBER 6, 2023; SECOND READING AND CONSIDERATION TO ADOPT: DECEMBER 4, 2023):**

Motion to approve Ordinance No. 08-2023 as presented made by W. Illg; second by C. Phillips. Vote carried unanimously in favor. (Exhibit "B")

- 16. ORDINANCE NO. 09-2023: AN ORDINANCE TO AMEND THE PARKING ORDINANCES OF THE CITY OF DAWSONVILLE, GEORGIA, TO PROVIDE FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES (FIRST READING: NOVEMBER 6, 2023; SECOND READING AND CONSIDERATION TO ADOPT: DECEMBER 4, 2023):**

Motion to approve Ordinance No. 09-2023 as presented made by J. Walden; second by M. French. Vote carried unanimously in favor. (Exhibit "C")

- 17. APPROVE TO RATIFY CHANGES TO THE AGREEMENT WITH THE DAWSONVILLE HISTORY MUSEUM:** City Manager Bolz informed the City Council that the scope of work on the original agreement previously approved had been changed from an outdoor patio area to modify their restrooms, add racing car simulators and improve their audio/video capabilities. Councilmember Walden requested that any cost over the amount of the grant incurred as a project overage will be paid for by the Dawsonville History Museum.

Motion to (1) approve to ratify the modification to the agreement with the Dawsonville History Museum; (2) to not have the City absorb any costs above the total grant amount from OneGeorgia for the projects at the Dawsonville History Museum and (3) to approve the bid packages for the simulators, the iRacing gaming and audio packages and the audio/video upgrades made by J. Walden; second by M. French. Vote carried unanimously in favor.

**MINUTES**  
**CITY COUNCIL REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, December 4, 2023**  
**5:00 P.M.**

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**ADJOURNMENT**

At 5:34 p.m. a motion to adjourn the meeting was made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.

***Approved this 18<sup>th</sup> day of December 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

**RESOLUTION R2023-08**

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

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

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

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

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

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

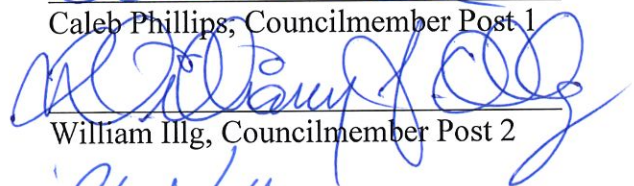
**SO RESOLVED** this 4<sup>th</sup> day of December 2023.



Mike Eason, Mayor



Caleb Phillips, Councilmember Post 1



William Ilg, Councilmember Post 2




John Walden, Councilmember Post 3



Mark French, Councilmember Post 4

ATTEST:

  
Beverly A. Banister, City Clerk

**ORDINANCE NO. 08-2023**

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

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

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

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

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

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

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

**SECTION I: Infrastructure Dedication**

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

§ Sec. 101-2 Infrastructure dedication.

(a) Definitions

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



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

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

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

## SECTION II: Incorporation and Repealer

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

## SECTION III: Effective Date

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

SO ADOPTED AND ORDAINED by the City Council of Dawsonville, Georgia, this 4 day of December, 2023.

MAYOR AND DAWSONVILLE CITY COUNCIL

By:

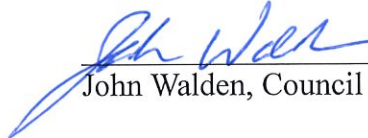


Mike Eason, Mayor



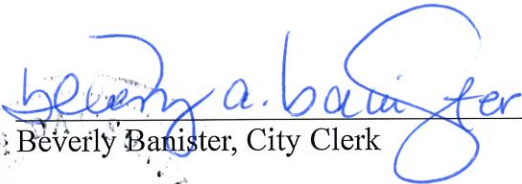
Caleb Phillips, Council Member Post #1

  
William Illg, Council Member Post #2

  
John Walden, Council Member Post #3

  
Mark French, Council Member Post #4

ATTESTED TO BY:

  
Beverly Banister, City Clerk



**ORDINANCE NO. 09-2023**

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

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

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

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

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

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

**SECTION I: Parking**

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

§ Sec. 13-42 Parking restrictions.

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



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

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

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

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

(f) Penalties and enforcement.

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

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

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

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

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

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

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

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

## SECTION II: Incorporation and Repealer

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

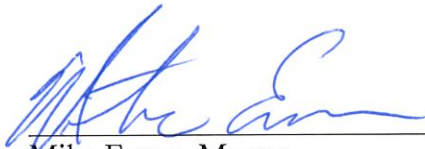
## SECTION III: Effective Date

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

SO ADOPTED AND ORDAINED by the City Council of Dawsonville, Georgia, this 4 day of December, 2023.

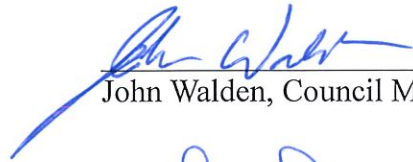
MAYOR AND DAWSONVILLE CITY COUNCIL

By:

  
Mike Eason, Mayor

  
Caleb Phillips, Council Member Post #1

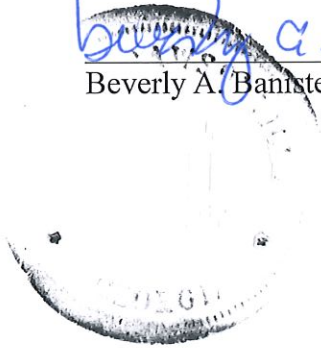
  
William Illg, Council Member Post #2

  
John Walden, Council Member Post #3

  
Mark French, Council Member Post #4

ATTESTED TO BY:

  
Beverly A. Banister, City Clerk



**DAWSON COUNTY BOARD OF COMMISSIONERS  
DAWSONVILLE CITY COUNCIL  
SPECIAL CALLED JOINT MEETING MINUTES  
FRIDAY, DECEMBER 8, 2023  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534  
10:00 AM**

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**1. ROLL CALL:**

Present for the Board of Commissioners were Chairman Billy Thurmond, Commissioner Seth Stowers, Commissioner Chris Gaines, Commissioner Alexa Bruce, Commissioner Emory Dooley; County Manager Joey Leverette, Public Works Director Robert Drewry and County Clerk Kristen Cloud.

Present for the City Council were Mayor Pro-Tem John Walden, Councilmember Caleb Phillips, Councilmember William Illg, Councilmember Mark French, City Manager Bob Bolz, Public Works Director Trampas Hansard, City Attorney Kevin Tallant and City Clerk Beverly Banister.

**2. APPROVAL OF AGENDA:**

Board of Commissioners: Motion to approve the agenda as presented made by S. Stowers; second by A. Bruce. Vote carried unanimously in favor.

City Council: Motion to approve the agenda as presented made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.

**3. PUBLIC COMMENT:** None

**4. PROPOSED TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX (TSPLOST) DISCUSSION:**

- **POSSIBLE PROJECTS FOR INCLUSION IN THE REFERENDUM:** Chairman Thurmond stated the availability of the project list for the public and referred to those staff members involved who determined the priority of the projects included. A note was made referencing page 4 of Exhibit A in the IGA, to change Allen Rd. to Allen St.
- **RATE OF TAX:** Chairman Thurmond stated the rate of tax will be one (1) cent sales tax.
- **APPROVE TSPLOST INTERGOVERNMENTAL AGREEMENT:** County Manager Leverette and City Manager Bolz provided a brief overview of the agreement. Short discussion occurred amongst the Commissioners, City Council and staff.

Board of Commissioners: Motion to approve the Intergovernmental Agreement with the correction of Allen Rd. to Allen St. on page 4 of Exhibit A made by A. Bruce; second by E. Dooley. Vote carried unanimously in favor.

City Council: Motion to approve the Intergovernmental Agreement with the correction of Allen Rd. to Allen St. on page 4 of Exhibit A made by W. Illg; second by M. French. Vote carried unanimously in favor. (Exhibit "A")

- **COUNTY BUSINESS: APPROVE TSPLOST AUTHORIZING RESOLUTION:**

Motion to approve the TSPLOST Authorizing Resolution made by A. Bruce; second by S. Stowers. Vote carried unanimously in favor. (Exhibit "B")

A note was made regarding the duplication of the words “for a” contained in the language to be presented to voters on pages 18 and 20 of the Authorizing Resolution.

Motion to amend the TSPLOST Authorizing Resolution to strike the duplication of the words “for a” in the ballot language on pages 18 and 20 made by C. Gaines; second by A. Bruce. Vote carried unanimously in favor.

- **CITY BUSINESS: APPROVE TSPLOST RESOLUTION**

Motion to approve Resolution R2023-09 as presented made by M. French; second by C. Phillips. Vote carried unanimously in favor. (Exhibit “C”)

**5. ADJOURNMENT:**

Board of Commissioners: Chairman Thurmond adjourned the Board of Commissioners.

City Council: At 10:26 a.m. a motion was made by M. French to adjourn the City Council; second by W. Illg. Vote carried unanimously in favor.

***Approved this 18<sup>th</sup> day of December 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

**INTERGOVERNMENTAL AGREEMENT FOR THE USE AND DISTRIBUTION  
OF PROCEEDS FROM A TRANSPORTATION SPECIAL PURPOSE  
LOCAL OPTION SALES AND USE TAX**

THIS AGREEMENT is entered into on the 8 day of December, 2023, by and between DAWSON COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the DAWSON COUNTY BOARD OF COMMISSIONERS (hereinafter the "County"), and the CITY OF DAWSONVILLE, a municipal corporation of the State of Georgia, acting by and through its governing authority, the MAYOR AND CITY COUNCIL OF DAWSONVILLE, GEORGIA (hereinafter the "City").

**WITNESSETH:**

WHEREAS, Article IX, Section III, Paragraph I (a) of the Georgia Constitution (the "Intergovernmental Contracts Clause") authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, Part 1 of Article 5A of Chapter 8 of title 48 of the Official Code of Georgia Annotated (the "Act") authorizes the levy of a transportation special purpose local option sales and use tax (the "TSPLOST") at a rate of up to 1% for a period of up to five years within the special district of the County for the purpose of financing certain transportation purposes; and

WHEREAS, the Act authorizes the County and the City to enter into an "intergovernmental agreement" (as defined in the Act) pursuant to the Intergovernmental Contracts Clause in order to, among other things, govern the use and distribution of the TSPLOST proceeds for various transportation purposes; and

WHEREAS, the County and City met on the 8<sup>th</sup> day of December, 2023, to discuss possible projects for inclusion in a TSPLOST referendum to be held on the 21<sup>st</sup> day of May, 2024 (the "Election"), in conformance with the requirements of O.C.G.A. § 48-8-262 (a) (2) and 48-8-264.1 (2); and

WHEREAS, prior to the meeting of the County and the City, the County determined that a majority of the governing authorities of counties within the Northeast Georgia Regional Commission of Georgia have not passed resolutions calling for the levy of a tax under Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated; and

WHEREAS, the County and the City desire to enter into this Agreement in order to, inter alia, govern the use and distribution of the TSPLOST proceeds for various transportation purposes.

NOW THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City consent and agree as follows:

### **Section 1. Representations and Mutual Covenants**

A. The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

(1) The County is a political subdivision duly created and organized under the Constitution and laws of the State of Georgia (the "State"). Under the Constitution and laws of the State, the County is authorized to execute, deliver, and perform its obligations under this Agreement. The County has duly authorized the execution, delivery, and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the County.

(2) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery, and performance of this Agreement by the County, except as shall have been obtained as of the date hereof.

(3) The authorization, execution, delivery, and performance by the County of this Agreement do not violate the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.

(4) There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefore) (a) contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (b) wherein an unfavorable decision, ruling or finding would (i) adversely affect the enforceability of this Agreement or (ii) materially adversely affect the transactions contemplated by this Agreement.

(5) The County is not in violation of the laws or the Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.

(6) The County will take all actions necessary to call the Election to be held in all voting precincts in the County on the 21<sup>st</sup> day of May, 2024 (the "Election"), for the purpose of submitting to the voters of the County for their approval, the question of whether or not a TSPLOST at a rate of 1% shall be imposed on all sales and uses allowed by law within the special district of Dawson County for a period of time not to exceed 5 years and for the raising of an estimated amount of Sixty-Eight Million and Seven Hundred Thousand Dollars (\$68,700,000) to be used for funding the transportation purposes specified in Exhibit A attached hereto (the "2024 TSPLOST").

B. The City makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

(1) The City is a municipal corporation of the State, duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the City is authorized to execute, deliver, and perform its obligations under this Agreement. The City has duly authorized the execution, delivery, and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the City.

(2) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery, and performance of this Agreement by the City, except as shall have been obtained as of the date hereof.

(3) The authorization, execution, delivery, and performance by the City of this Agreement do not violate any ordinances of the City or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.

(4) There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefore) (a) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices or (b) wherein an unfavorable decision, ruling or finding would (i) adversely affect the enforceability of this Agreement or (ii) materially adversely affect the transactions contemplated by this Agreement.

(5) The City is not in violation of the laws or the Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.

(6) The City is a qualified municipality as defined in O.C.G.A. § 48-8-110 (4) and is located entirely or partially within the geographic boundaries of the special tax district created in the County.

C. It is the intention of the County and the City to comply in all respects with O.C.G.A. § 48-8-260 *et seq.* and all provisions of this Agreement shall be construed accordingly.

## **Section 2. Conditions Precedent**

A. The obligations of the County and City pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the 2024 TSPLOST in accordance with the provisions of O.C.G.A. § 48-8-262 (d).

B. This Agreement is further conditioned upon the approval of the proposed imposition of the 2024 TSPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-263.



C. This Agreement is further conditioned upon the collecting of the 2024 TSPLOST revenues by the State Department of Revenue and transferring same to the County.

### **Section 3. Effective Date and Term of the Tax and Agreement**

A. The 2024 TSPLOST, subject to approval in the Election, shall begin collections on October 1, 2024 and continue for a period of five (5) years in accordance with the provisions of O.C.G.A. § 48-8-264 (b)(3).

B. This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

(1) An official declaration that the Election has failed; or

(2) The expenditure by the County and the City of the last dollar of money collected from the 2024 TSPLOST after the expiration of the 2024 TSPLOST.

### **Section 4. County and Municipal TSPLOST Funds; Separate Accounts; No Commingling**

A. The County shall create a special fund to be designated as the 2024 Dawson County Transportation Special Purpose Local Option Sales Tax Fund ("County 2024 TSPLOST Fund"). The County shall select a financial institution which shall act as a depository and custodian of the County 2024 TSPLOST Fund upon such terms and conditions as may be acceptable to the County.

B. The City shall create a special fund to be designated as the 2024 City of Dawsonville Transportation Special Purpose Local Option Sales Tax Fund ("Dawsonville 2024 TSPLOST Fund"). The City shall select a financial institution which shall act as a depository and custodian of the Dawsonville 2024 TSPLOST Fund upon such terms and conditions as may be acceptable to the City.

C. All 2024 TSPLOST proceeds shall be maintained by the County and the City in separate accounts or funds established pursuant to this Section. Except as provided in Section 5 of this Agreement, 2024 TSPLOST proceeds shall not be commingled with other funds of the County or City and shall be used exclusively for the transportation purposes detailed in this Agreement. No funds other than 2024 TSPLOST proceeds shall be placed in such funds or accounts.

D. All interest earned on the 2024 TSPLOST Funds maintained by the County and the City shall remain in their respective 2024 TSPLOST Funds and shall be used exclusively for the transportation purposes detailed in this Agreement.

### **Section 5. Procedure for Disbursement of 2024 TSPLOST Proceeds**

A. The County and the City agree that the State Department of Revenue shall distribute all proceeds of the 2024 TSPLOST directly to the County, less the one percent paid into the general fund of the state treasury pursuant to O.C.G.A. § 48-8-267 (a)(1).

B. The County and the City agree that the 2024 TSPLOST proceeds, less the one percent paid into the general fund of the state treasury pursuant to Section 5 (A), including any amount received in excess of the estimated \$68,700,000 proceeds, shall be apportioned between the City and County as follows:

- (1) Five percent (5.0%) shall be paid to the City of Dawsonville; and
- (2) Ninety-five percent (95.0%) shall be paid to Dawson County.

C. Upon receipt by the County of 2024 TSPLOST proceeds collected by the Georgia Department of Revenue, the County shall promptly deposit said proceeds in the County 2024 TSPLOST Fund and, within ten (10) business days of its receipt of said proceeds, shall disburse the proceeds as follows:

(1) The County shall disburse five percent (5%) of the proceeds to the City in accordance with the percentages apportioned between the parties set forth in Section 5 (B) of this Agreement, and such proceeds shall be held by the City and applied to the cost of acquiring, constructing, and installing the transportation projects identified as "City of Dawsonville Projects" in Exhibit "A" of this Agreement, which is attached hereto and made part of this Agreement.

(2) The County shall retain the remaining ninety-five percent (95.0%) of the 2024 TSPLOST proceeds in the County 2024 TSPLOST Fund in accordance with Section 5 (B) of this Agreement, and such proceeds shall be held by the County and applied to the cost of acquiring, constructing, and installing the transportation projects identified as "Dawson County Projects" or "Joint City & County Projects" in Exhibit "A" of this Agreement,

E. Should the City cease to exist as a legal entity before all funds are distributed under this Agreement, the City's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the City part of another successor municipality. If such an act is passed, the City's share shall be paid to the successor municipality in addition to all other funds to which the successor municipality would otherwise be entitled.

## **Section 6. Transportation Projects**

A. All transportation purposes to be funded in whole or in part from 2024 TSPLOST proceeds (i.e., the "2024 TSPLOST Projects") are listed in Exhibit "A" of this Agreement.

B. The County and City agree to promptly proceed with the acquisition, construction, equipping, installation, and/or funding of the 2024 TSPLOST Projects. The County shall be solely and exclusively responsible for the completion, administration, prioritization, and management of each of the 2024 TSPLOST Projects identified as "Dawson County Projects" or "Joint City & County Projects" in Exhibit "A" of this Agreement. The City shall be solely and exclusively responsible for the completion, administration, prioritization, and management of each of the 2024 TSPLOST Projects identified as "City of Dawsonville Projects" in Exhibit "A" of this Agreement.

C. The County and the City agree further that each party shall expend at least 30 percent of their allocation of 2024 TSPLOST proceeds on transportation purposes consistent with

the state-wide strategic transportation plan pursuant to Section 48-8-262 (b)(2)(A) of the Act, and hereby agree and acknowledge that the City's and County's respective 2024 TSPLOST Projects satisfy the requirements of Section 48-8-262 (b)(2)(A) of the Act.

D. The County and City agree and acknowledge that the estimated costs for the 2024 TSPLOST Projects and the estimated 2024 TSPLOST proceeds are estimates only, and, as such, the City's and County's respective 2024 TSPLOST Projects are subject to adjustment by the responsible party in order to accommodate variations in actual costs, available funding, feasibility, and priority of specified transportation purposes.

E. The City's and County's respective 2024 TSPLOST Projects are each of equal priority and may be funded and completed by the responsible party in any order and in their sole discretion. In the event that the actual 2024 TSPLOST proceeds are insufficient to fully fund the actual cost of any or all 2024 TSPLOST Projects, or in the event that project costs exceed the current estimates, the responsible party shall have the sole discretion to reduce or expand the scope of any or all of their respective 2024 TSPLOST Projects. No party shall be obligated to fund any 2024 TSPLOST Project from revenues other than 2024 TSPLOST proceeds.

#### **Section 7. Excess Proceeds**

After all Projects are fully funded, any excess 2024 TSPLOST proceeds shall be used solely as provided by O.C.G.A. § 48-8-269.5.

#### **Section 8. Audits**

A. The County and City agree to maintain thorough and accurate records concerning receipt of 2024 TSPLOST proceeds and expenditures for each transportation purpose undertaken by the County or City respectively as required for fulfilling the terms of this Agreement.

B. During the term of this Agreement, the distribution and use of all 2024 TSPLOST proceeds deposited in the County 2024 TSPLOST Fund or the Dawsonville 2024 TSPLOST Fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48-8-269.5 (a)(2). The County and the City shall be responsible for the cost of their respective audits and agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.

C. The City shall provide the County with a copy of the audit of the distribution and use of the 2024 TSPLOST proceeds by the City. The County shall provide the City with a copy of the audit of the distribution and use of the 2024 TSPLOST proceeds by the County. Provided, however, that the parties' respective delivery of copies of such audits to the opposite party shall not imply any obligation on the part of the opposite party to exercise any oversight of the party's management or expenditure of 2024 TSPLOST proceeds. In the event that either party fails to comply with Section 8 of this Agreement or with the requirements of O.C.G.A. §48-8-260, *et seq.*, the opposite party shall not be held liable for such noncompliance.

## **Section 9. Annual Reports**

Pursuant to O.C.G.A. § 48-8-269.6, the County and the City shall publish annually in a newspaper of general circulation in the boundaries of the County or the City, a simple, nontechnical report which shows for each transportation purpose in the resolution calling for imposition of the 2024 TSPLOST the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years, and amounts expended in the current year. Such annual reports shall be published no later than December 31<sup>st</sup> of each year.

## **Section 10. Notices**

All notices, consents, waivers, directions, requests or other communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

If to the County:      Dawson County Board of Commissioners  
                                  ATTN: County Manager  
                                  25 Justice Way  
                                  Dawsonville, Georgia 30534

Copy to:                Angela E. Davis, Esq.  
                                  Jarrard & Davis, LLP  
                                  222 Webb Street  
                                  Cumming, Georgia 30040

If to the City:         City of Dawsonville, Georgia  
                                  ATTN: City Manager  
                                  415 Highway 53 East, Suite 100  
                                  Dawsonville, Georgia 30534

Copy to:                Kevin Tallant, Esq.  
                                  Tallant Howell Law Firm  
                                  202 Tribble Gap Road  
                                  Floor 3, Suite 302  
                                  Cumming, Georgia 30040

## **Section 11. Entire Agreement**

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the City with respect to distribution and use of the proceeds from the 2024 TSPLOST. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter hereof.

## **Section 12. Amendments**

This Agreement shall not be amended or modified except by a written amendment executed by the governing authorities of the County and City.

### **Section 13. Governing Law**

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

### **Section 14. Severability**

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement, unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

### **Section 15. Compliance with Law**

The County and the City shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations.

### **Section 16. No Consent to Breach**

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent or waiver of any future breach of the same or of any other provision of this Agreement.

### **Section 17. Counterparts**

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

### **Section 18. Mediation**


The County and the City agree to submit any controversy arising under this Agreement to non-binding mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

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SIGNATURES ARE PROVIDED ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the County and the City, acting through their duly authorized agents, agree to the terms herein, and have caused this Agreement to be signed, sealed and delivered on the date indicated herein.

**DAWSON COUNTY, GEORGIA**

By:   
Billy Thurmond, Chairman



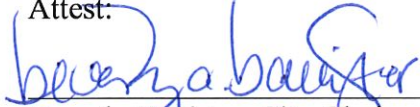
Attest:  
  
Kristen Cloud, County Clerk

12-08-2023  
Date

**CITY OF DAWSONVILLE**

By:   
John Walden, Mayor Pro Tem



Attest:  
  
Beverly Banister, City Clerk

12/8/2023  
Date



**EXHIBIT A**  
**2024 TSPLOST PROJECTS**

NOTICE: The cost estimates for the transportation projects identified herein are subject to adjustment to accommodate variations in actual costs, available funding, feasibility, and priority of specified transportation purposes. All projects are all of equal priority and may be funded in any order. In the event that the actual 2024 TSPLOST proceeds are insufficient to fully fund the actual cost of any or all of the following projects, the responsible party shall have the sole discretion to reduce the scope of any one or more projects.

<b>DAWSON COUNTY PROJECTS</b>		
<b>County Projects</b>		
Amicalola Church Rd.	Resurfacing from SR 53 to Afton Rd.	\$670,000
Amicalola-Fern Valley	Paving gravel roads.	\$783,000
Azalea Dr.	Paving gravel road from Hugh Stowers Rd. to dead end.	\$20,000
Blue Ridge Overlook	Deep patch and resurfacing from SR 53 to Forsyth County line.	\$705,000
Buck Tr.	Paving gravel road from New Bethel Church Rd. to cul-de-sac.	\$31,000
Cedar Ridge Rd.	Paving gravel road from Hugh Stowers Rd. to cul-de-sac.	\$13,000
Clayton Wallace Rd.	Paving gravel road from Kilough Church Rd. to dead end.	\$73,000
Coltrane Rd.	Full depth reclamation (FDR) from Kelly Bridge Rd. to Forsyth County line.	\$430,000
Couch Rd.	Road widening and resurfacing from Kilough Church Rd. to Elliot Rd.	\$1,776,000
Country Crossing Subdivision	Resurfacing (Mayapple Glen, etc.).	\$750,000
Cowart Rd.	Full depth reclamation (FDR) from SR 53 to Kelly Bridge Rd.	\$4,500,000
Crane Rd.	Resurfacing from SR 136 to April Trace & Fern Valley Rd.	\$150,000
Dean Couch Rd.	Paving gravel road from Nix Bridge Rd. to Lula Garrett Rd.	\$66,000
Diane Cir.	Paving gravel road from Dogwood Ln. to Dogwood Ln.	\$48,000
Elliot Rd.	Widen, resurface, and improve drainage from SR 53 to Sunset Dr.	\$1,000,000
Emmett Dr.	Paving gravel road from Moss Overlook Dr. to cul-de-sac.	\$103,000

**EXHIBIT A**  
2024 TSPLOST PROJECTS

<b>DAWSON COUNTY PROJECTS (CONT.)</b>		
<b>County Projects (Cont.)</b>		
Etowah River Rd.	Adding shoulders and full depth reclamation (FDR) from SR 53 to Cothran Rd.	\$1,732,000
Etowah River Rd.	Paving gravel road and re-opening closed portion to provide a north south connector from Cothran Rd. to SR 136.	\$531,000
Fausetts Lake Rd.	Paving gravel road from end of pavement to SR 136.	\$220,000
Frank Bruce Rd.	Full depth reclamation (FDR) from SR 9 to Seed Tick Rd.	\$1,650,000
Gold Mine Rd.	Paving gravel road from Sweetwater Juno Rd. to end of pavement.	\$266,000
Grant Rd. East	Paving gravel road from Harmony Church Rd. to SR 400.	\$66,000
Grizzle Rd.	Full depth reclamation (FDR) and widening from Hugh Stowers Rd. to Dawson Forest Rd.	\$2,600,000
Hampton Dr.	Paving gravel road from Jenkins Rd. to House #201.	\$52,000
Hanging Dog Rd.	Paving gravel road from Grizzle Rd. to cul-de-sac.	\$309,000
Hubbard Rd.	Widening, paving, and drainage improvements w/ROW acquisition from Pickens County line to Amicalola Church Rd.	\$1,936,000
Indian Cove Dr.	Resurfacing from Barker Rd. to Loop.	\$60,000
Keith Evans Rd.	Full depth reclamation (FDR) from SR 136 to SR 183.	\$1,300,000
Laurel Ln.	Paving gravel road from Hugh Stowers Rd. to Dead End.	\$25,000
Longview Dr.	Full depth reclamation (FDR) from Shadow Ln. to Loop.	\$500,000
Lumpkin Campground Rd.	Adding center 2-way left turn lanes, road widening, and various other improvements from Forsyth County line to SR 400.	\$5,000,000
Lumpkin Campground Rd. @ Dawson Forest Rd.	Adding an additional lane and widening roundabout.	\$3,100,000
Lumpkin Campground Rd. @ SR 53	Intersection and turn lane improvements.	\$5,400,000
Lumpkin Campground Rd. @ Whitmire/Red Rider	Construction of a roundabout.	\$2,400,000



**EXHIBIT A**  
2024 TSP/LOST PROJECTS

<b>DAWSON COUNTY PROJECTS (CONT.)</b>		
<b>County Projects (Cont.)</b>		
Needham Rd.	Resurfacing from Kelly Bridge Rd. to Forsyth County line.	\$50,000
New Bethel Church Rd.	Deep patching, widening, and resurfacing w/ROW acquisition from edge of pavement to Etowah River Rd.	\$369,000
New Bethel Church Rd.	Paving gravel road from end of pavement to end of pavement.	\$430,000
New Hope Rd.	Full depth reclamation (FDR) from SR 136 to Bailey Waters Rd.	\$1,900,000
Night Fire Dr./ Dogwood Way	Deep patching and resurfacing.	\$1,200,000
North Chestatee Pt.	Resurfacing from Chestatee Point to Chestatee Point.	\$40,000
Old Henry Grady Rd.	Full depth reclamation (FDR) from SR 136 to SR 136.	\$1,700,000
Patton Dr.	Paving gravel road from Hugh Stowers Rd. to dead end.	\$46,000
Rainbow Lake Dr.	Paving gravel road from Sweetwater Juno Rd. to Victor Ln.	\$111,000
Red Rider Rd.	Right-of-way acquisition and road widening from Lumpkin Campground Rd. to Freeland Rd.	\$1,500,000
Seed Tick Rd.	Full depth reclamation (FDR) from Etowah River Rd. to Frank Bruce Rd.	\$1,600,000
SR 9 @ Thompson Rd. intersection	Construction of a roundabout.	\$1,500,000
Steve Tate Highway bridge	Replace triple corrugated metal pipe with span bridge over Amicalola Creek Crossing.	\$1,153,000
Thompson Creek Park Rd.	Resurfacing from new alignment to boat ramp.	\$83,000
Toto Creek Park Rd.	Full depth reclamation (FDR) from Price Rd. to end of pavement.	\$430,000
Whitmire Dr. West	Addition of 3rd. (center turn) lane at SR 400.	\$900,000
General roadway safety and other Improvements	Improvements to intersection alignment, turn lanes, signalization, paved aprons, sight distance, etc.	\$4,000,000
Program Management, Engineering, Other Fees:		\$3,009,000
<b>Dawson County Total Est.:</b>		<b>\$58,286,000</b>

**EXHIBIT A**  
**2024 TSPLOST PROJECTS**

<b>CITY OF DAWSONVILLE PROJECTS</b>		
<b>City Projects</b>		
Allen St. @ Perimeter Rd.	Intersection improvements and crosswalk	\$292,000
Burt's Crossing Dr., Winding Ct., Ridgewater	Mill and pave the full subdivision	\$147,000
Elliot Village	Deep patch repair and resurfacing from Robinson Rd. to dead end.	\$64,000
Georges Pl.	Deep patch and resurface paved portion of road from Elliott Village to dead end.	\$38,000
Maple St.	Full depth reclamation (FDR) from SR 53 to dead end.	\$295,000
North Raymond Parks Rd.	Pave and overlay from SR 53 to County lot.	\$10,000
Pamela Cir.	Paving gravel road from Perimeter Rd. to dead end.	\$22,000
Pearl Chambers (Dive/Court/Way)	Milling and paving (full subdivision).	\$70,000
Rain Hill Subdivision	Deep patching and paving (full subdivision).	\$350,000
Richmond Dr.	Deep patching failed areas and resurfacing from Maple St. to dead end.	\$93,000
Robinson Rd.	Full depth reclamation (FDR) from SR 9 to end of pavement.	\$67,000
Shoal Creek Rd @ Burt Creek Rd.	Intersection improvements.	\$396,000
Shoal Creek Rd @ Perimeter Rd.	Intersection improvements.	\$593,000
SR 53 @ Allen Street	Intersection improvements.	\$343,000
Stegal Pl.	Deep patching failed areas and resurfacing from Maple St. to dead end.	\$189,000
Stonewall Subdivision	Milling and paving (full subdivision).	\$106,000
<b>Dawsonville Total Est.:</b>		<b>\$3,075,000</b>

**EXHIBIT A**  
**2024 TSPLOST PROJECTS**

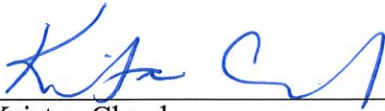
<b>JOINT CITY &amp; COUNTY PROJECTS</b>		
<b>City &amp; County Projects</b>		
Cleve Wright Rd.	Paving gravel road from SR 183 to Old Henry Grady Rd.	\$290,000
<b>City, County &amp; GDOT Projects</b>		
Downtown By-Pass (south connector)	Project study.	\$500,000
SR 9 North @ Perimeter Rd.	Intersection improvements.	\$3,224,000
SR 9 South @ Perimeter Rd.	Intersection improvements.	\$3,325,000
<b>Joint City &amp; County Project Total Est.:</b>		<b>\$7,339,000</b>
<b>COUNTYWIDE TOT. EST.:</b>		<b>\$68,700,000</b>

STATE OF GEORGIA  
DAWSON COUNTY

**CLERK'S CERTIFICATE**

I, Kristen Cloud, Dawson County Clerk, do hereby certify that the foregoing pages constitute a true and correct copy of the INTERGOVERNMENTAL AGREEMENT FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM A TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX adopted by the Board of Commissioners of Dawson County at an open public meeting duly called and lawfully assembled on the 8 day of December, 2023, in connection with calling an election pertaining to the imposition or non-imposition of a special 1 percent Single County Transportation Special Purpose Local Options Sales and Use Tax, the original of such agreement being duly recorded in the Minute Book of the Board of Commissioners, which Minute Book is in my custody and control.

**WITNESS** my hand and the official seal of the Board of Commissioners of Dawson County, this the 8 day of December, 2023.

  
\_\_\_\_\_  
Kristen Cloud,  
Dawson County Clerk



**A REFERENDUM RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
DAWSON COUNTY, GEORGIA**

**A REFERENDUM RESOLUTION TO REGULATE AND PROVIDE FOR THE CALLING OF AN ELECTION AND TO CALL AN ELECTION TO IMPOSE A TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX; TO SPECIFY THE PURPOSES FOR WHICH THE PROCEEDS OF THE SALES TAX ARE TO BE USED; TO SPECIFY THE ESTIMATED COST OF THE PROJECTS THAT WILL BE FUNDED FROM THE PROCEEDS OF THE SALES TAX; TO SPECIFY THE MAXIMUM PERIOD OF TIME THE SALES TAX WILL BE IMPOSED; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners of Dawson County (the "Board") is the governing authority of Dawson County, Georgia (the "County"), a political subdivision created and existing under the laws of the State of Georgia, and is charged with the duties of levying taxes, contracting debts, and managing the affairs of the County; and

**WHEREAS**, the City of Dawsonville, Georgia, (hereinafter the "City"), is a municipal corporation of the State of Georgia and is a qualified municipality as defined in O.C.G.A. § 48-8-110 (4); and

**WHEREAS**, Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), authorizes the imposition of a Single County Transportation Special Purpose Local Options Sales and Use Tax (the "TSPLOST") to fund authorized transportation purposes for the use and benefit of a county and qualified municipalities within the county; and

**WHEREAS**, the governing authorities of the County and the City met together on the 8<sup>th</sup> day of December, 2023, to discuss possible projects for inclusion in the TSPLOST referendum in substantial conformity with the requirements of Section 48-8-262 (a)(2) of the Act; and

**WHEREAS**, the County and the City have entered into an intergovernmental agreement memorializing their agreement on the levy of the TSPLOST, the rate of such tax, and the distribution of the proceeds of such tax (hereinafter, the "Agreement"), which provides for the following distribution formula:

- (1) Five percent (5.0%) shall be paid to the City of Dawsonville; and
- (2) Ninety-five percent (95.0%) shall be paid to Dawson County.

**WHEREAS**, the Agreement identifies certain necessary and capital outlay projects for transportation purposes and the anticipated costs of the same for the County and the City; and

**WHEREAS**, it appears to the Board that the most feasible plan for providing funds to pay the costs of the projects described above is to impose a Single County Transportation Special Purpose Local Options Sales and Use Tax pursuant to Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, which shall be imposed on all applicable sales and uses under

the Act for a term of five years and is expected to raise Sixty-Eight Million and Seven Hundred Thousand Dollars (\$68,700,000); and

**WHEREAS**, under the Constitution and laws of the State of Georgia, it is necessary to submit to the qualified voters of Dawson County the question of whether or not a Single County Transportation Special Purpose Local Options Sales and Use Tax should be imposed for the purposes described above.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Dawson County, and it is hereby resolved by authority of the same, as follows:

**Section 1.** There is hereby authorized to be called and there is hereby called an election to be held in all precincts in Dawson County on the 21<sup>st</sup> day of May, 2024, for the purpose of submitting to the qualified voters of Dawson County the question of whether or not a Single County Transportation Special Purpose Local Options Sales and Use Tax should be imposed within the Special District on all applicable sales and uses under the Act for a term of five years, which is expected to raise \$68,700,000 in revenue to be allocated between Dawson County and the City of Dawsonville pursuant to the terms of the Agreement between the parties for the purposes of providing funds to pay, in full or in part, the estimated costs of the capital outlay projects identified in Exhibit "A" of the Agreement.

**Section 2.** Subject to approval by a majority of the qualified voters residing within the territorial limits of Dawson County and voting in the referendum called in Section 1, there is hereby imposed within the Special District a Single County Transportation Special Purpose Local Options Sales and Use Tax at a rate of one percent (1%) on all applicable sales and uses under the Act for a term of five years for the purposes set forth in Section 1.

**Section 3.** The ballot to be used in the election shall have written or printed thereon the question to be determined by the voters, to-wit:

“( ) YES ( ) NO	Shall a special 1 percent sales and use tax be imposed in the special district consisting of Dawson County for a period of time not to exceed five years and for the raising of an estimated amount of \$68,700,000 in revenue for the purposes of County and City road improvement projects consisting of road paving, patching, resurfacing, widening, and improvements to intersections, crosswalks, and road drainage throughout Dawson County.
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The ballot shall have printed thereon the word “YES” and the word “NO” in order that each voter may vote in either the affirmative or the negative as to the question propounded. The election shall be held in accordance and in conformity with the Constitution and statutes of the United States of America and of the State of Georgia.

**Section 4.** The Clerk of the Board is hereby ordered and directed forthwith to furnish the Superintendent of Elections of Dawson County with a duly certified copy of this resolution in order that the Superintendent of Elections may take such action as provided by law.




**Section 5.** A Notice of Election in substantial conformity with the Notice attached to and incorporated herein as Exhibit "A" shall be incorporated into the call of the election by the Election Superintendent.

**Section 6.** Any and all resolutions in conflict with this resolution this day passed shall be and they are hereby repealed.


**PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE** this 8 day of December, 2023.



**DAWSON COUNTY BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
Billy Thurmond, Chairman

  
\_\_\_\_\_  
Seth Stowers, District 1

  
\_\_\_\_\_  
Chris Gaines, District 2

  
\_\_\_\_\_  
Alexa Bruce, District 3

  
\_\_\_\_\_  
Emory Dooley, District 4

Attest:  
  
\_\_\_\_\_  
Kristen Cloud, County Clerk

**EXHIBIT A**

**NOTICE OF SALES AND USE TAX ELECTION  
TO THE QUALIFIED VOTERS OF DAWSON COUNTY**

**YOU ARE HEREBY NOTIFIED** that on the 21<sup>st</sup> day of May, 2024, an election will be held in all of the precincts of Dawson County. At the election there will be submitted to the ~~qualified voters of Dawson County for their determination the question of whether or not a special~~ 1 percent Single County Transportation Special Purpose Local Options Sales and Use Tax shall be imposed in the special district of Dawson County for a term not to exceed five years and for the purpose of raising an estimated amount of \$68,700,000 to fund the hereinafter described capital outlay projects.

Voters desiring to vote for the one percent sales and use tax shall do so by voting "YES" and voters desiring to vote against such sales and use tax shall do so by voting "NO" to the following question propounded on the election ballot:

"( ) YES      Shall a special 1 percent sales and use tax be imposed in the special district  
( ) NO      consisting of Dawson County for a period of time not to exceed five years  
                 and for the raising of an estimated amount of \$68,700,000 in revenue for  
                 the purposes of County and City road improvement projects consisting of  
                 road paving, patching, resurfacing, widening, and improvements to  
                 intersections, crosswalks, and road drainage throughout Dawson County.

The several places for holding the election shall be in the regular and established precincts of Dawson County and at the times fixed by law. Those qualified to vote at the election shall be determined in all respects in accordance and in conformity with the Constitution and statutes of the United States of America and of the State of Georgia.

This notice is given pursuant to joint action of the Board of Commissioners of Dawson County and the Superintendent of Elections of Dawson County.

**DAWSON COUNTY, GEORGIA**

By: 

Billy Thurmond  
Chairman, Board of Commissioners

**BOARD OF ELECTIONS AND REGISTRATION  
OF DAWSON COUNTY**

By: \_\_\_\_\_

Chairperson



STATE OF GEORGIA  
DAWSON COUNTY

CLERK'S CERTIFICATE

I, Kristen Cloud, Dawson County Clerk, do hereby certify that the foregoing pages constitute a true and correct copy of a referendum resolution and exhibit adopted by the Board of Commissioners of Dawson County at an open public meeting duly called and lawfully assembled on the 8 day of December 2023, in connection with calling an election pertaining to the imposition or non-imposition of a special 1 percent Single County Transportation Special Purpose Local Options Sales and Use Tax, the original of such referendum resolution being duly recorded in the Minute Book of the Board of Commissioners, which Minute Book is in my custody and control.

I do hereby further certify that the following members of the Board of Commissioners were present at such meeting:

☒ Billy Thurmond, Chairman  
☒ Seth Stowers, District 1  
☒ Chris Gaines, District 2  
☒ Alexa Bruce, District 3  
☒ Emory Dooley, District 4

and that the following members were absent:

☐ Billy Thurmond, Chairman  
☐ Seth Stowers, District 1  
☐ Chris Gaines, District 2  
☐ Alexa Bruce, District 3  
☐ Emory Dooley, District 4

and that such referendum resolution was duly adopted by a vote of:

Aye 4 Nay 0.

WITNESS my hand and the official seal of the Board of Commissioners of Dawson County, this the 8 day of December, 2023.



Kristen Cloud,  
Dawson County Clerk



Clerk's Certificate

Exhibit "B"

**RESOLUTION R2023-09**

**A RESOLUTION BY THE CITY OF DAWSONVILLE INFORMING CITIZENS OF THE PURPOSES AND PROJECTS FOR THE TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX (TSPLOST).**

**WHEREAS**, the purpose of this Resolution is for the Mayor and Council to inform citizens of the purposes and projects for the Transportation Special Purpose Local Option Sales Tax (TSPLOST);

**WHEREAS**, repair and improvement of the City of Dawsonville's roads and intersections are vitally important to the citizens of the City;

**WHEREAS**, the Mayor and Council have selected projects that will improve transportation in the City; and

**WHEREAS**, projects including, but not limited to, the projects identified by the Mayor and Council will be supported by revenue generated from the TSPLOST to the extent available.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Dawsonville that the City does hereby express the need to improve transportation in the City by pursuing the following projects as represented in Exhibit "A":

**SO RESOLVED** this 8<sup>th</sup> day of December, 2023.

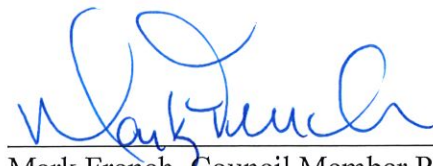
**MAYOR AND DAWSONVILLE CITY COUNCIL**

By: absent  
Mike Eason, Mayor

Caleb Phillips  
Caleb Phillips, Council Member Post 1

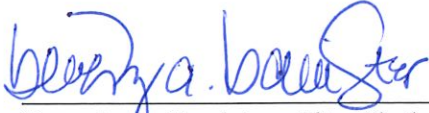
William Illg  
William Illg, Council Member Post 2

John Walden  
John Walden, Council Member Post 3



Mark French, Council Member Post 4

ATTEST:



Beverly A. Banister, City Clerk



## EXHIBIT "A"

CITY OF DAWSONVILLE PROJECTS	
City Projects	
Allen St. @ Perimeter Rd.	Intersection improvements and crosswalk
Burt's Crossing Dr., Winding Ct., Ridgewater	Mill and pave the full subdivision
Elliot Village	Deep patch repair and resurfacing from Robinson Rd. to dead end.
Georges Pl.	Deep patch and resurface paved portion of road from Elliott Village to dead end.
Maple St.	Full depth reclamation (FDR) from SR 53 to dead end.
North Raymond Parks Rd.	Pave and overlay from SR 53 to County lot.
Pamela Cir.	Paving gravel road from Perimeter Rd. to dead end.
Pearl Chambers (Drive/Court/Way)	Milling and paving (full subdivision).
Rain Hill Subdivision	Deep patching and paving (full subdivision).
Richmond Dr.	Deep patching failed areas and resurfacing from Maple St. to dead end.
Robinson Rd.	Full depth reclamation (FDR) from SR 9 to end of pavement.
Shoal Creek Rd @ Burt Creek Rd.	Intersection improvements.
Shoal Creek Rd @ Perimeter Rd.	Intersection improvements.
SR 53 @ Allen Street	Intersection improvements.
Stegal Pl.	Deep patching failed areas and resurfacing from Maple St. to dead end.
Stonewall Subdivision	Milling and paving (full subdivision).

## EXHIBIT "A"

JOINT CITY & COUNTY PROJECTS	
City & County Projects	
Cleve Wright Rd.	Paving gravel road from SR 183 to Old Henry Grady Rd.
City, County & GDOT Projects	
Downtown By-Pass (south connector)	Project study.
SR 9 North @ Perimeter Rd.	Intersection improvements.
SR 9 South @ Perimeter Rd.	Intersection improvements.



# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 7b

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SUBJECT: **APPROVE 2024 MAYOR AND COUNCIL BOARD DESIGNATIONS AND COMPENSATION**

CITY COUNCIL MEETING DATE: 12/18/2023

---

BUDGET INFORMATION: GL ACCOUNT # NA

☐ Funds Available from:        Annual Budget        Capital Budget        Other       

☐ Budget Amendment Request from Reserve:        Enterprise Fund        General Fund

---

PURPOSE FOR REQUEST:

**TO APPROVE THE BOARD DESIGNATIONS FOR THE MAYOR AND COUNCIL FOR 2024  
AND TO AUTHORIZE APPROVAL FOR PAYMENT OF ONE MEETING PER MONTH AS  
DESIGNATED WHEN ATTENDED**

---

HISTORY/ FACTS / ISSUES:

**SEE ATTACHED**

---

OPTIONS:

**APPROVE, AMEND OR TABLE**

---

RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly Banister, City Clerk





## City of Dawsonville City Council

Mike Eason, Mayor  
Caleb Phillips, Councilmember Post #1  
William Illg, Councilmember Post #2  
John Walden, Councilmember Post #3  
Mark French, Councilmember Post #4

415 Highway 53 East, Suite 100  
Dawsonville, GA 30534  
Office (706) 265-3256 Fax (706) 265-4214  
[www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)

Robert Bolz  
City Manager  
Beverly Banister  
City Clerk

## 2024 Mayor and Council Members Board Designations

- Planning Commission – Caleb Phillips
- Historic Preservation Commission – Mark French
- Downtown Development Authority – William Illg
  - Family Connection – Sandra Sawyer
  - Board of Health – Mark French
- Animal Control Board – Caleb Phillips
- Chamber of Commerce – Mayor or Mayor Pro-Tem
- Dawsonville History Museum – Mayor or Mayor Pro-Tem
  - GMA – Mayor or Mayor Pro-Tem
  - GMRC – Mayor or Mayor Pro-Tem

**Recommend authorization to approve payment of one meeting per month as designated when attended.**



# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 7c

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SUBJECT: **APPROVE 2024 APPOINTMENT OF MUNICIPAL COURT JUDGE RONALD REEMSNYDER  
AND AGREEMENT**

CITY COUNCIL MEETING DATE: 12/18/2023

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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

---

PURPOSE FOR REQUEST:

**TO APPROVE THE 2024 APPOINTMENT OF MUNICIPAL COURT JUDGE RONALD  
REEMSNYDER AND AGREEMENT**

---

HISTORY/ FACTS / ISSUES:

- **JUDGE REEMSNYDER HAS AGREED TO SERVE ANOTHER TERM**
- **HE HAS SERVED THE CITY SINCE 2018**

---

OPTIONS:

**APPROVE, AMEND OR TABLE**

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly A. Banister, City Clerk

**CITY OF DAWSONVILLE INDEPENDENT CONTRACTOR SERVICE  
AGREEMENT WITH MUNICIPAL COURT JUDGE RON REEMSNYDER**

This Agreement by and between the City of Dawsonville, a Georgia municipal corporation, hereinafter referred to as the “City,” and Ronald D. Reemsnyder, hereinafter referred to as the “Municipal Court Judge” or “Judge”, is as follows:

**WHEREAS**, the City Council has appointed Ronald D. Reemsnyder to serve as Judge of the City’s Municipal Court through an Independent Contractor Service Agreement and not as a City employee; and

**WHEREAS**, Ronald D. Reemsnyder has accepted the appointment and confirmation and desires to enter into this Agreement with the City to provide services to the City as Judge; and

**WHEREAS**, Ronald D. Reemsnyder understands this Agreement involves overseeing part-time court staff, who are employees of the City; and,

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and terms contained herein, the City and Ronald D. Reemsnyder agree as follows:

**1. INDEPENDENT CONTRACTOR STATUS:**

This Agreement does not create and shall not be construed to create an employee, representative, joint venture, or partnership relationship between the City and the Judge. Neither Party is an agent of the other Party for any purpose. Accordingly:

Judge shall provide Services as an independent contractor, and Judge shall not be considered an employee of the City for any purpose;

Judge, and Judge’s agents and subcontractors, including, but not limited to any Judges Pro Tempore, shall not be entitled to, and shall not receive from City in connection with Services any workers’ compensation coverage, insurance coverage, pension, profit sharing, paid vacation, sick leave disability or similar benefit normally provided by City to its employees, except as expressly provided under the Benefits section below;

Judge retains sole and exclusive liability and shall withhold and/or pay all taxes and contributions required to be withheld and/or paid under federal and state income tax laws, unemployment compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings, with respect to all Services provided hereunder, in a timely manner;

Judge is solely responsible for paying his own business expenses, and expenses will only be reimbursed as set forth in this Agreement; and

Judge is free to perform services for any other client that does not create a conflict of interest to his service to the City.

At all times during the term of this Agreement, neither party will function as or represent itself to be the other party or its agent, and no officer, employee, or agent of one party shall hold himself or herself out to be an officer, employee, or agent of the other party.

## **2. TERM OF APPOINTMENT:**

Ronald D. Reemsnyder accepts the appointment of Judge of the Municipal Court of the City in accordance with the provisions of the City Charter and Ordinances as supplemented by this Agreement for a term commencing upon execution of this Agreement and terminating on December 31, 2024 unless earlier terminated as described below.

The Judge shall be, and remain, an attorney admitted to practice law in the State of Georgia. The Judge must also be a citizen of the United States of America and the State of Georgia. The Judge must comply with all other requirements for service as a municipal court judge, including but not limited to complying with all training requirements. The Judge shall immediately report to the City Council any change affecting his membership in good standing in the Georgia Bar Association and any training deficiencies.

## **3. SCOPE OF SERVICES:**

The Judge shall perform all duties legally prescribed for a judicial officer serving as a Judge of a lawfully constituted Municipal Court according to the requirements of the Georgia Constitution, the Official Code of Georgia, the Code of Judicial Conduct, the Uniform Rules of Municipal Courts of the State of Georgia and such other rules as may be prescribed by the Supreme Court of the State of Georgia. In addition, the Judge shall act in accordance with any published opinions of the Judicial Qualifying Committee and the terms of any applicable Judicial Emergency Order. The Judge shall preside over all pre-trial conferences, cases, trials, and hearings or arrange for a Judge Pro Tempore to do so. The Judge also shall perform the duties described in section 4.

The Judge shall at all times faithfully and to the best of his ability administer activities of the court, assign and hear all cases and fulfill obligations of the Court as established by State or local law, rule, statute, regulation and City ordinance.

The Judge shall appoint Judges Pro Tempore for vacation, affidavits of prejudice, recusal from a pending case, illness and required judicial continuing education and training. Before appointing a Judge Pro Tempore, the Judge shall confirm that he or she is an attorney admitted to practice law in the State of Georgia, a member in good standing with the Georgia Bar Association, and current in all training requirements. The Judge may appoint only Judges Pro Tempore who have been approved by the City Council to serve as Judges Pro Tempore.

The Judge shall instruct all Judges Pro Tempore concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible, and shall provide a copy of this Agreement to the Judges Pro Tempore and obtain their agreement to comply with applicable terms during the Judge's absence.

#### **4. JUDICIAL INDEPENDENCE AND ADMINISTRATION:**

The Judge and all Judges Pro Tempore are independent from the City when performing judicial responsibilities and nothing contained herein shall be construed to interfere with a judge when performing judicial duties. The Judge, or any Judge Pro Tempore serving in the absence of the Judge, is solely responsible for judicial decisions. Judicial decisions include, but are not limited to, establishment of a standard bail schedule if the judge deems appropriate, establishment of a standard fine schedule for use with violations that do not require court appearances, determination of fines and punishment in individual cases, determination of bail in individual cases, establishment of standing orders regarding offenses for which cash bail is not required, determination of financial ability, determination of conditions of probation, determination of liability, and determination of eligibility for indigent defense and for alternatives to monetary penalties including community service and penalty or fine reductions.

Furthermore, the Judge is responsible for doing the following:

- in coordination with the City Attorney and the Court Clerk approving court forms and procedures necessary for the proper exercise of constitutional rights and other compliance with the law, and updating such forms and procedures as necessary
- in coordination with the City Attorney and the Court Clerk providing proper training of court staff and officials subject to the Judge's direction and control about court procedures and the use of approved court forms, and updating such training as necessary
- ensuring that court staff and officials subject to the Judge's direction and control use approved forms, follow approved procedures and comply with applicable provisions of the Code of Judicial Conduct, court rules, ordinances and statutes
- notifying the City Council of any Judicial Emergency Orders and any actions required to comply with such Orders, including, but not limited to actions that impact remote technology needs, city buildings, and city staff
- notifying the City Council of additional resources necessary to ensure compliance with applicable laws and rules
- notifying the City Council of service provider performance deficiencies
- reviewing quarterly reports and other communications of the Georgia Department of Community Supervision Misdemeanor Probation Oversight program and taking any actions the Judge deems necessary or appropriate

The Court Clerk shall be appointed by the City Council and shall serve as an At-Will employee of the City. The Court Clerk and all court staff other than the Judge are City employees subject to City rules and regulations. However, they are subject to the Judge's direction and control when performing duties for the court. Their salaries, benefits, hours of work and working conditions shall be established by the City.

The Judge understands that court staff adhere to the same applicable personnel policies as other City employees. The Parties agree that the Judge will participate in the review and amendment of any such policies to ensure that they recognize the unique nature of court employment and the Judge's responsibilities with respect to court employees. The Judge acknowledges the Court Clerk may perform other duties for the City that are not in conflict with the separation of powers.

The Judge will confer with the City Manager to coordinate administrative activities concerning City procedures, policies and the budget in an effort to retain and insure consistency and common practices throughout the City.

**5. COMPENSATION:**

The Judge's compensation for Services is set forth below:

The Judge will be paid a per diem of \$200 per day for all court hearing dates, training dates or other required days of work regardless of the number of hours worked each day.

All required training and costs for associated travel shall be reimbursed by the City in accordance with the City's reimbursement protocols and applicable law.

The Judge's compensation may be increased, but not decreased, during the Judge's term of office.

The Judge's compensation shall be determined annually on January 1. This salary shall constitute compensation for all responsibilities and duties in the administration of the Municipal Court.

Any Judge Pro Tempore will be paid a per diem of \$200 per day for court hearing dates regardless of the number of hours worked. Judges Pro Tempore shall not be entitled to any training costs or compensation or other benefits or payments from the City.

**6. METHOD OF PAYMENT:**

The Judge, or any Judge Pro Tempore, shall send invoices to the City Manager and payment will be made within 30 days or less.

**7. BENEFITS:**

The Judge is not eligible for any benefits offered by the City to employees.

**8. TERM OF AGREEMENT and RENEWAL:**



The Judge's term of office and the term of this Agreement shall be for a period beginning upon the execution of this Agreement and ending on December 31, 2024 unless renewed by action of the City Council for successive one-year terms prior to December 31 of each year for the upcoming year.

**9. CONTRACT ADMINISTRATION:**

This Agreement shall be administered by the City Manager. Any written notices to be served on either party shall be served or mailed to the following addresses, with a copy by email:

**IF TO THE CITY:**

Bob Bolz, City Manager  
City of Dawsonville  
415 Hwy. 53 East, Ste 100  
Dawsonville, GA 30534  
[citymanager@dawsonville-ga.gov](mailto:citymanager@dawsonville-ga.gov)  
(706) 265-3256

**IF TO THE JUDGE:**

Ronald D. Reemsnyder  
10738 Big Canoe  
Jasper, GA 30143  
[rdeemsnyder@gmail.com](mailto:rdeemsnyder@gmail.com)  
(404) 861-9798

**10. TERMINATION OF AGREEMENT:**

This Agreement may be terminated during the Judge's term of office as follows:

- By the Judge if he provides a minimum of 30 days written notice prior to his effective date of termination, unless otherwise mutually agreed by the parties.
- By the City only as provided in O.C.G.A. Section 36-32-2.2.

**11. MERGER AND AMENDMENT:**

This Agreement contains the entire understanding of the City and the Judge with respect to the matters set forth herein, and any prior or contemporaneous understandings are merged herein. This Agreement shall not be modified except by written instruments executed by the City and Judge hereto.

This Agreement shall be governed under the laws of the State of Georgia, and any dispute regarding this Agreement shall be resolved in Dawson County Superior Court, State of Georgia.

**12. SEVERABILITY**

If any provision of this Agreement or their application to any circumstance is held invalid, the remainder of this Agreement and their application to other circumstances is not affected.

**IN WITNESS WHEREOF** the parties hereto do hereby execute this Agreement.

CITY OF DAWSONVILLE, GEORGIA

MUNICIPAL COURT JUDGE

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

By: \_\_\_\_\_  
Ronald D. Reemsnyder

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

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

Approved as to Form:

\_\_\_\_\_  
Kevin Tallant, City Attorney



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7d

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SUBJECT: **APPROVE 2024 PROFESSIONAL SERVICES**

CITY COUNCIL MEETING DATE: **12/18/2023**

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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

---

PURPOSE FOR REQUEST:

**TO APPROVE RENEWAL OF PROFESSIONAL SERVICES FOR 2024**

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HISTORY/ FACTS / ISSUES:

**SEE ATTACHED LIST**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly A. Banister, City Clerk



### **City of Dawsonville City Council**

Mike Eason, Mayor  
Caleb Phillips, Councilmember Post #1  
William Illg, Councilmember Post #2  
John Walden, Councilmember Post #3  
Mark French, Councilmember Post #4

415 Highway 53 East, Suite 100  
Dawsonville, GA 30534  
Office (706) 265-3256 Fax (706) 265-4214  
[www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)

Robert Bolz  
City Manager  
Beverly Banister  
City Clerk

## **City of Dawsonville Professional Services for 2024**

- City Attorney – Tallant Howell
- Auditor – Alexander, Almand and Bangs, LLP
- Engineers – G. Ben Turnipseed Engineers, Inc.  
BField Engineering, LLC  
Civil Engineering Consultants, Inc.
- City Solicitor – Jonah Howell
- Testing of Wastewater – Environmental Management Services
- Geologist – A& S Environmental Services
- Repair/Installation of Water and Sewer Infrastructure – Townley Construction
- Airport Consultant Engineering Services – Lead Edge Design Group
- Long Term Water Quality Monitoring – Vanasse Hangen Brustlin, Inc.  
(acquired CCR Environmental, Inc.)



# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 8

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SUBJECT: EMPLOYEE RECOGNITION

CITY COUNCIL MEETING DATE: 12/18/2023

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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

---

PURPOSE FOR REQUEST:

**TO RECOGNIZE AND PRESENT EMPLOYEE RECOGNITION**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager



# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 9

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SUBJECT: ANX-C2400048

CITY COUNCIL MEETING DATE: DECEMBER 18, 2023

---

PURPOSE FOR REQUEST: **PUBLIC HEARING**

**DAWSON COUNTY BOARD OF EDUCATION HAS PETITIONED TO ANNEX 1.61 ACRES OF TMP 093 005, LOCATED AT 516 ALLEN STREET; WITH A COUNTY ZONING OF C-CB (COMMUNITY BUSINESS COMMERCIAL DISTRICT) TO CITY ZONING INST (INSTITUTIONAL DISTRICT). PUBLIC HEARING DATES: PLANNING COMMISSION ON DECEMBER 11, 2023, AND CITY COUNCIL ON DECEMBER 18, 2023. CITY COUNCIL FOR A DECISION ON JANUARY 11, 2024.**

HISTORY/ FACTS / ISSUES:

- Planning Commission approved the annexation with no stipulations/conditions
- The annexation of this property would eliminate an island parcel.
- Dawson County Board of Commissioners considered the request of the proposed annexation on November 16, 2023, and had no objection to the annexation.

---

OPTIONS: PUBLIC HEARING

---

RECOMMENDED SAMPLE MOTION:

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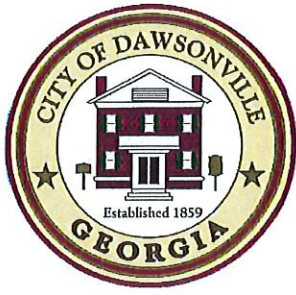
DEPARTMENT: Planning and Zoning

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REQUESTED BY: Stacy Harris, Zoning Admin

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# CITY OF DAWSONVILLE

## Planning Staff Report

**APPLICANT:** Dawson County Board of Education

**CASE #:** ANX – C2400048

**REQUEST:** Annex into the City

**LOT SIZE:** +/- 1.61 acres

**CO CURRENT ZONING:** C-CB (Community Business Commercial District)

**PROPOSED ZONING:** INST (Institutional District)

**LOCATION:** 516 Allen Street

**TAX MAP PARCEL:** 093 005

**PUBLIC HEARING DATES:** Planning Commission – Monday, December 11, 2023  
City Council – Monday, December 18, 2023

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### APPLICANT PROPOSAL

Dawson County Board of Education has petition to annex 1.61 acres into the city, located at 516 Allen Street, TMP 093 005. Current county zoning C-CB (Community Business Commercial District) to city zoning of INST (Institutional District).

### SURROUNDING PROPERTIES

Adjacent Land Uses	Existing zoning	Existing Use
North	INST	Institutional
South	R-3	Single-Family Residential
East	R-3	Single-Family Residential
West	R-3	Single-Family Residential

### HISTORY

Planning Commission considered the petition annexation at the regular Planning Commission meeting on December 11, 2023 and approved the request.

Dawson County Board of Commissioners considered the request of the proposed annexation on November 16, 2023, and had no objection to the annexation.

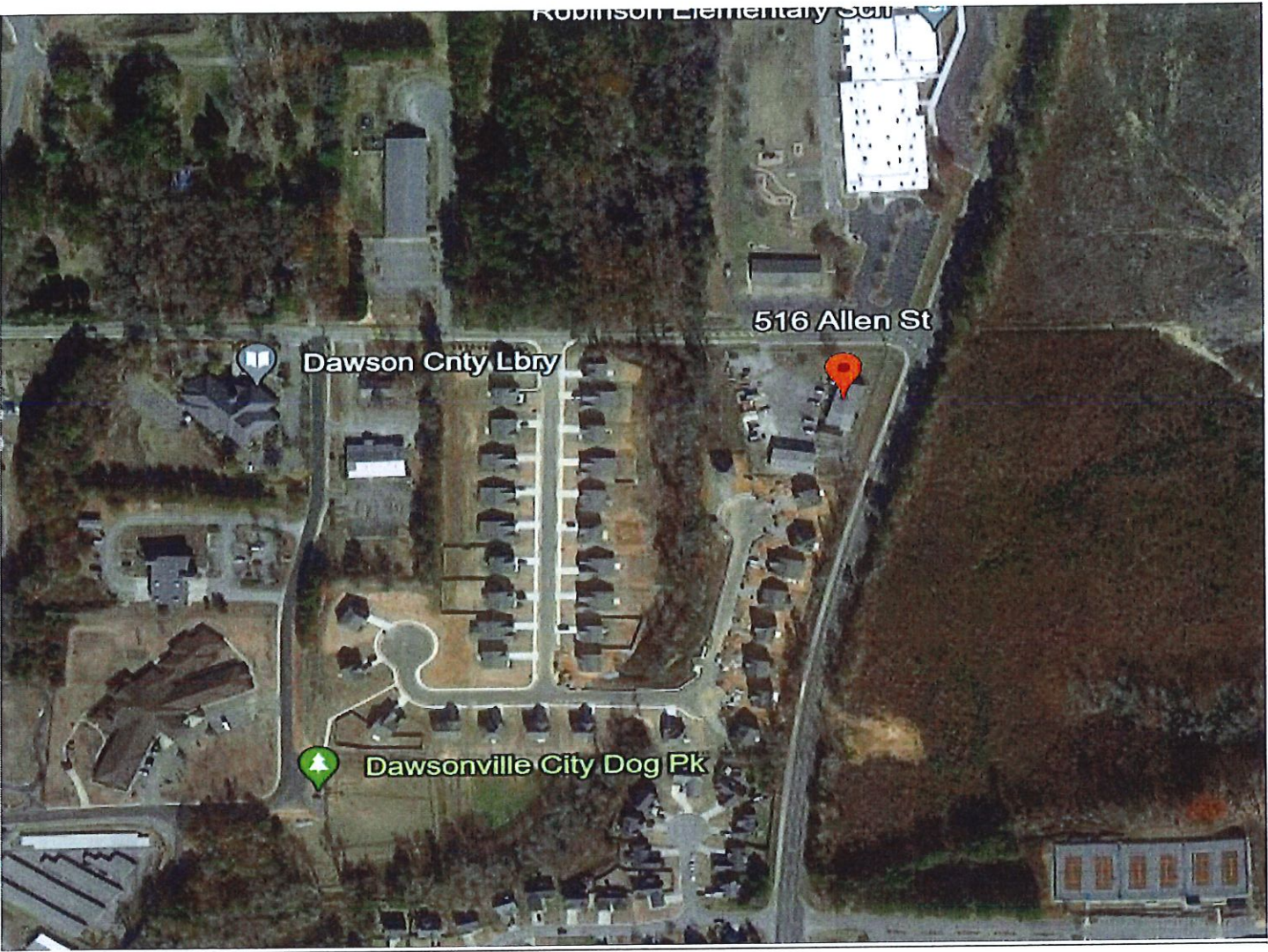


## PICTURES OF PROPERTY





AERIAL VIEW



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



706.203.4923  
[www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)

October 31, 2023

**Via Certified Mail 7022 3330 0002 3339 5201**

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

**Re: Annexation of Property of Dawson County BOE ANX-C2400048; TMP 093 005; 516 Allen Street**

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following Planning Commission December 11, 2023, and City Council on December 18, 2023. City Council for a decision on January 11, 2024.

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

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

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

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

Sincerely,

Stacy Harris  
Zoning Administrative Assistance

Enclosures

cc: Joey Leverette, County Manager  
Dawson County Attorney





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

Annexation Petition  
Application

ANNEXATION # C2400048

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

Applicant Name(s): DAWSON COUNTY BOE

Address: 28 MAIN STREET City: DAWSONVILLE State: GA Zip: 30534

E-Mail: nlecave@dawson.k12.ga.us

Cell Number(s): \_\_\_\_\_

Property Owner's Name(s): DAWSON COUNTY BOE

Address: 516 ALLEN STREET City: DAWSONVILLE State: GA Zip: 30534

E-Mail: nlecave@dawson.k12.ga.us

Property Owner's Telephone Number(s): \_\_\_\_\_

Address of Property to be Annexed: \_\_\_\_\_

TMP #: 093 005 Acre(s): 1.61 Survey Recorded in Plat Book # Page #: \_\_\_\_\_

Land Lot #: 372 & 428 District #: \_\_\_\_\_ Section # \_\_\_\_\_ Legal Recorded in Deed Book # Page #: 669 221

Current Use of Property: MAINTENANCE BUILDING BOE

County Zoning Classification: C-CB City Zoning Classification: INST

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

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

- ☐ An 8 1/2 x 11 copy of the current RECORDED BOUNDARY SURVEY of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- ☐ A copy of the current metes and bounds LEGAL DESCRIPTION that matches the boundary survey of the property being annexed.
- ☐ Survey must be signed and sealed by a Registered Land Surveyor.
- ☐ Survey must be signed, stamped recorded by Dawson County Clerk's of the Court office.

**FEE SCHEDULE**

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

**\*\*price is determined by USPS**

Office Use Only	
Date Completed Application Rec'd: <u>10/30/2023</u>	Amount Paid: \$ <u>CK</u> Cash CC
Date of Planning Commission Meeting: <u>12.11.2023</u>	Dates Advertised:
Date of City Council Meeting: <u>12.18.2023</u>	Rescheduled for next Meeting:
Date of City Council Meeting: <u>01.11.2024</u>	Approved by City Council: YES NO
Approved by Planning Commission: YES NO	Postponed: YES NO Date:



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

Annexation Petition  
Application

Property Owner(s) Authorization

I / We the undersigned, being the owner(s) of real property of the territory described herein as  
093 005 (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.

Nicole LeCane  
Property Owner Signature

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

\_\_\_\_\_  
Property Owner Signature  
Nicole LeCane  
Applicant Signature

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

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

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

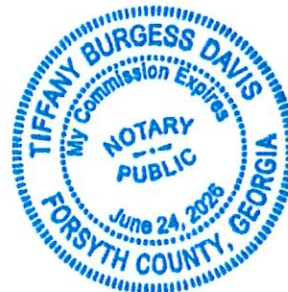
\_\_\_\_\_  
Applicant Printed Name

State of Georgia  
County of Forsyth

Sworn to and subscribed before me this  
this 24<sup>th</sup> day of October 2023

Tiffany Burgess Davis  
Notary Public, State of Georgia

My Commission Expires: 6-24-2026



Notary Seal

Planning Commission Meeting Date: \_\_\_\_\_

Date(s) Advertised: \_\_\_\_\_

1<sup>st</sup> City Council Reading Date: \_\_\_\_\_

2<sup>nd</sup> City Council Reading Date: \_\_\_\_\_

Approved: YES NO

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

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



DAWSON COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX

PAID \$ 250.00

GEORGIA, DAWSON COUNTY  
CLERK'S OFFICE, SUPERIOR COURT  
FILED FOR RECORD

DATE

File # 43826

AT 1:45 P M 5-26-05  
Recorded in Deed Book 669 Page 221-222  
This 1 day of June 20 05

BECKY MCCORD, Clerk  
SUPERIOR COURT  
Stewart, Melvin & Frost LLP  
P.O. Box 3280  
Gainesville, Georgia 30503

SPECIAL

WARRANTY DEED

ARKANSAS, COUNTY OF PULASKI

AFTER RECORDING RETURN TO  
GEORGE C. CALLOWAY, ESQ.  
SPECIALIZED TITLE SERVICES, INC.  
6193 PEACHTREE DUNWOODY ROAD, NE  
ATLANTA, GA 30328  
(770) 394-7000 STS FILE NO. 1087.3d4

THIS INDENTURE, made this 19 day of May, in the Year of Our Lord Two Thousand Five between **STANDARD TELEPHONE COMPANY** of the State of Georgia and County of Dawson (hereinafter called "GRANTOR"), and **DAWSON COUNTY SCHOOL DISTRICT** of the State of Georgia and County of Dawson (hereinafter called "GRANTEE"),

**WITNESSETH:** That the said GRANTOR, for and in consideration of Ten Dollars (\$10.00) and other valuable considerations, in hand paid at and before the sealing and deliver of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said GRANTEE the following described property, to wit:

All that tract or parcel of land more particularly described according to Exhibit A attached hereto and made a part hereof.

This conveyance is made subject to easements, conditions, restrictions, and other matters of record including, without limitation, the following:

1. Easement from Standard Telephone Company to Georgia Power Company, dated April 14, 2002, filed for record May 1, 2002 at 11:20 a.m., recorded in Deed Book 440, page 497, aforesaid Records.
2. A water meter and water valve located in the northwestern portion of the property described on Exhibit A

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

**AND THE SAID GRANTOR** will warrant and forever defend the right and title to the above described property, unto the said GRANTEE against the claims of all persons owning, holding or claiming by, through or under the Grantor, but none other.

**WHEREVER** there is a reference herein to the GRANTOR or the GRANTEE, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

**IN WITNESS WHEREOF**, the said GRANTOR has hereunto set his hand and seal, the day and year above written.

Signed, sealed and delivered in presence of:

Linda K. Adair  
Unofficial Witness

Reginald A. Overton  
Notary Public  
My Commission Expires: September 1, 2010

**STANDARD TELEPHONE COMPANY**

By: Brent K. Whittington  
Vice President - Finance



## EXHIBIT A

All that tract or parcel of land lying and being partially in Land Lots 372 and 428, North half, the 13<sup>th</sup> District, 1<sup>st</sup> Section, City of Dawsonville, Dawson County, Georgia, consisting of 1.610 acres and being more particularly described according to a survey for Dawson County Board of Education, prepared by Richard Webb and Associates, being signed by Richard J. Webb, Georgia Registered Land Surveyor #2507, dated February 2, 2005 as follows:

Beginning at an iron pin set at the intersection of the southerly right-of-way line of Allen Street (a variable right-of-way) and the westerly right-of-way line of Perimeter Road (an 80' right-of-way), said iron pin being the POINT OF BEGINNING, thence travel along the westerly right-of-way line of Perimeter Road South 15 degrees 16 minutes 01 seconds West a distance of 19.22 feet to a right-of-way monument; thence continue along said right-of-way line North 74 degrees 44 minutes 50 seconds West a distance of 15.59 feet to a right-of-way monument; thence continue along said right-of-way line South 15 degrees 21 minutes 11 seconds West a distance of 26.22 feet to a right-of-way monument; thence continue along said right-of-way line South 73 degrees 41 minutes 48 seconds East a distance of 15.45 feet to a right-of-way monument; thence continue along said right-of-way line South 15 degrees 16 minutes 01 seconds West a distance of 245.97 feet to an iron pin set; thence leaving said right-of-way line travel North 89 degrees 48 minutes 55 seconds West a distance of 182.77 feet to a point; thence travel North 10 degrees 45 minutes 00 seconds West a distance of 291.45 feet to a right-of-way monument on the southerly right-of-way line of Allen Street; thence continue along said right-of-way line South 88 degrees 59 minutes 00 seconds East a distance of 314.17 feet to an iron pin set and the POINT OF BEGINNING.



*Dawson County Schools  
28 Main Street  
Dawsonville, GA 30534  
(706) 265-3246  
FAX (706) 265-1226  
<http://www.dawson.k12.ga.us>  
Nicole LeCave  
Superintendent*

*Board Members:  
Karen Armstrong  
Doris Cook  
Nathan Ingram  
Barry Slaton  
Elaine Wilson*

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

Dear Mr. Bolz,

On behalf of the Dawson County Board of Education, we would like to request that the Annexation Fee and Administrative Fee for the Annexation Petition Application be waived. This is for Tax Map Parcel #093005. If you have any questions, please let me know.

Sincerely,

Nicole LeCave  
Superintendent  
Dawson County School System  
nlecave@dawson.k12.ga.us  
706-265-3246



**City Council:**

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



Mike Eason  
**Mayor**

Robert Bolz  
**City Manager**

Beverly Banister  
**City Clerk**

**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)

Jameson Kinley  
Planning Director

Stacy Harris  
Zoning Admin Assistant

**PUBLIC HEARING 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.

.....

**ANX-C2400048:** Dawson County BOE has petitioned to annex 1.61 acres of TMP 093 005, Located at 516 Allen Street with a County Zoning of C-CB (Community Business Commercial District) to City Zoning INST (Institutional District). Public Hearing Dates: Planning Commission on December 11, 2023, and City Council on December 18, 2023. City Council for a decision on January 11, 2024

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: **ZSP C2400063 ATLANTA MOTORSPORTS PARK, LLC AMENDED SITE PLAN**

CITY COUNCIL MEETING DATE: December 18, 2023

---

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

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

---

PURPOSE FOR REQUEST: **PUBLIC HEARING**

ATLANTA MOTORSPORTS PARK, LLC HAS PETITIONED TO AMEND THE SITE PLAN TO CONVERT THE TAKEOUT KITCHEN TO A RESTAURANT; LOCATED AT 20 DUCK THURMOND ROAD (TMP 070 049 001). PUBLIC HEARING DATES: PLANNING COMMISSION ON MONDAY, DECEMBER 11, 2023, AND CITY COUNCIL MONDAY, DECEMBER 18, 2023. CITY COUNCIL FOR A DECISION ON THURSDAY, JANUARY 11, 2024.

HISTORY/ FACTS / ISSUES:

- PROPERTY IS IN POST 4 CITY COUNCIL MEMBER MARK FRENCH DISTRICT
- PROPERTY LOCATION: 20 DUCK THURMOND ROAD
- CIR – RESTRICTED INDUSTRIAL COMMERCIAL DISTRICT
- REZONED FROM R-1 TO CIR WITH STIPULATIONS ON APRIL 13, 2009
- APPROVED A CUP TO CONSTRUCT GARAGE CONDOS ON SEPTEMBER 9, 2019
- AMENDED STIPULATIONS AND UPDATED SITE PLAN APPROVED ON AUGUST 21, 2023 (ZSP-C2400063)
- PLANNING COMMISSION APPROVED THE AMENDED SITE PLAN ON DECEMBER 11, 2023 WITH STIPULATION

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OPTIONS: PUBLIC HEARING

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RECOMMENDED SAMPLE MOTION:

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DEPARTMENT: Planning and Zoning

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REQUESTED BY: Stacy Harris, Zoning Admin

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## CITY OF DAWSONVILLE

### Planning Staff Report

**APPLICANT:** Atlanta Motorsports Park, LLC – Jeremy Porter

**CASE #:** ZSP-C2400063

**REQUEST:** Site Plan Amendment – convert takeout kitchen to a Restaurant

**LOT SIZE:** +/- 152.14 acres

**CURRENT ZONING:** Restricted Industrial Commercial (CIR)

**LOCATION:** 20 Duck Thurmond Road

**TAX MAP PARCEL:** 070 049 001

**PUBLIC HEARING DATES:** Planning Commission – Monday, December 11, 2023 – Approved w/stipulation  
City Council – Monday, December 18, 2023

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#### APPLICANT PROPOSAL

The current site plan allows for a take-out kitchen. The applicant is seeking to amend the approved site plan to allow a restaurant rather than a takeout kitchen at both the go-kart clubhouse and the conference center for restaurant style dining.

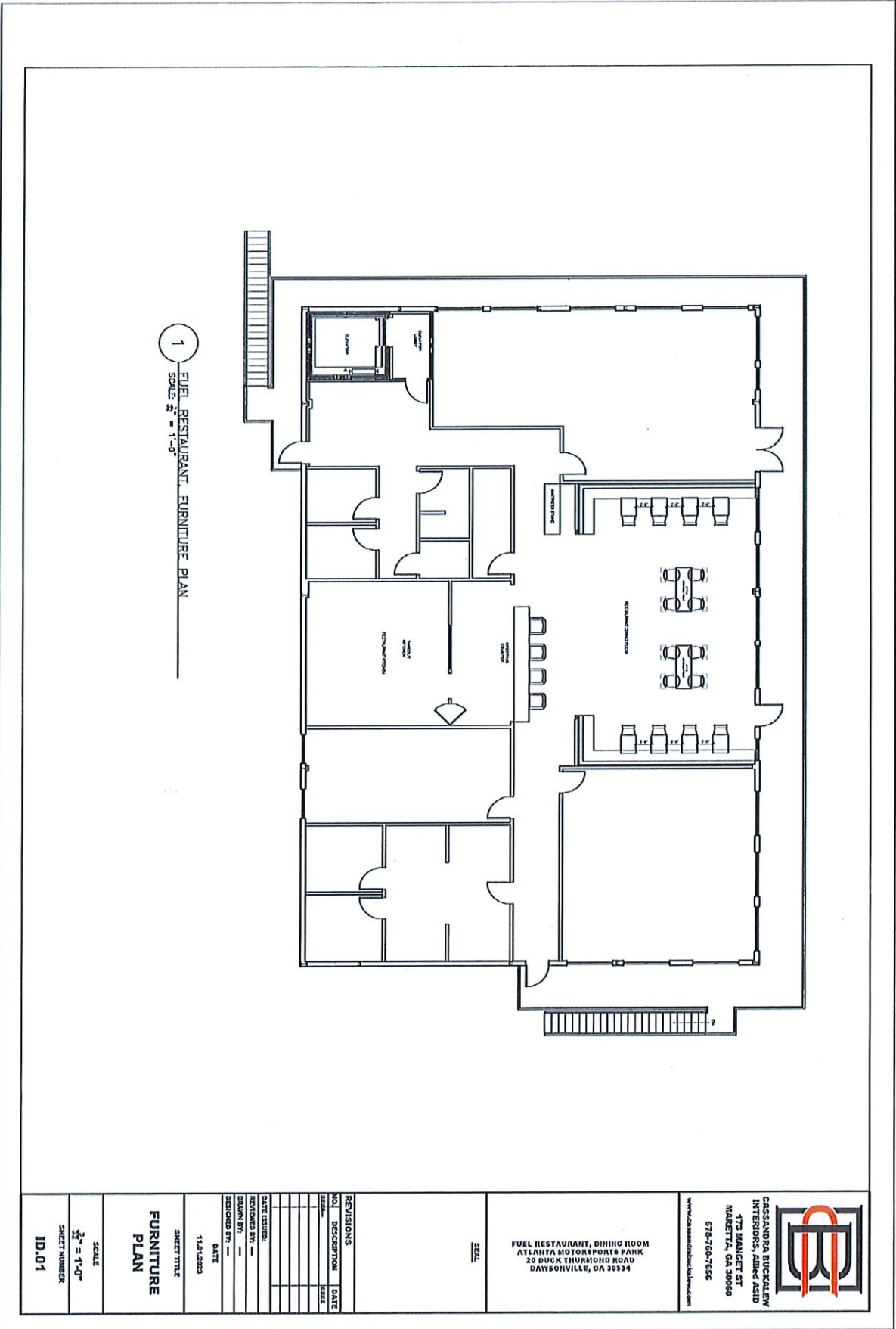
#### SURROUNDING PROPERTIES

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

#### HISTORY

- A. Annexed into the city on April 13, 2009, rezoned from R-1 to CIR with stipulations (ZA-11-08-1763).
- B. Requested to modify stipulations March 2017 – withdrawn by applicant (ZA2017-C7-0089).
- C. Conditional Use Permit to construct garage condominiums approved on September 9, 2019 (CU-C9-00287).
- D. Amended site plan approved on September 9, 2019.
- E. Request for a teen driving school denied on September 9, 2019 (ZA-C9-00287).
- F. Amended stipulations and updated site plan approved on August 21, 2023 (ZSP-C2400063).
- G. Planning Commission approved the amended site plan on December 11, 2023 (ZSP-C2400063) with the following recommendation; approve the request for a restaurant specifically for the go-kart clubhouse center that will be based on the city guidelines.

PROPOSED SITE PLAN AMENDMENT







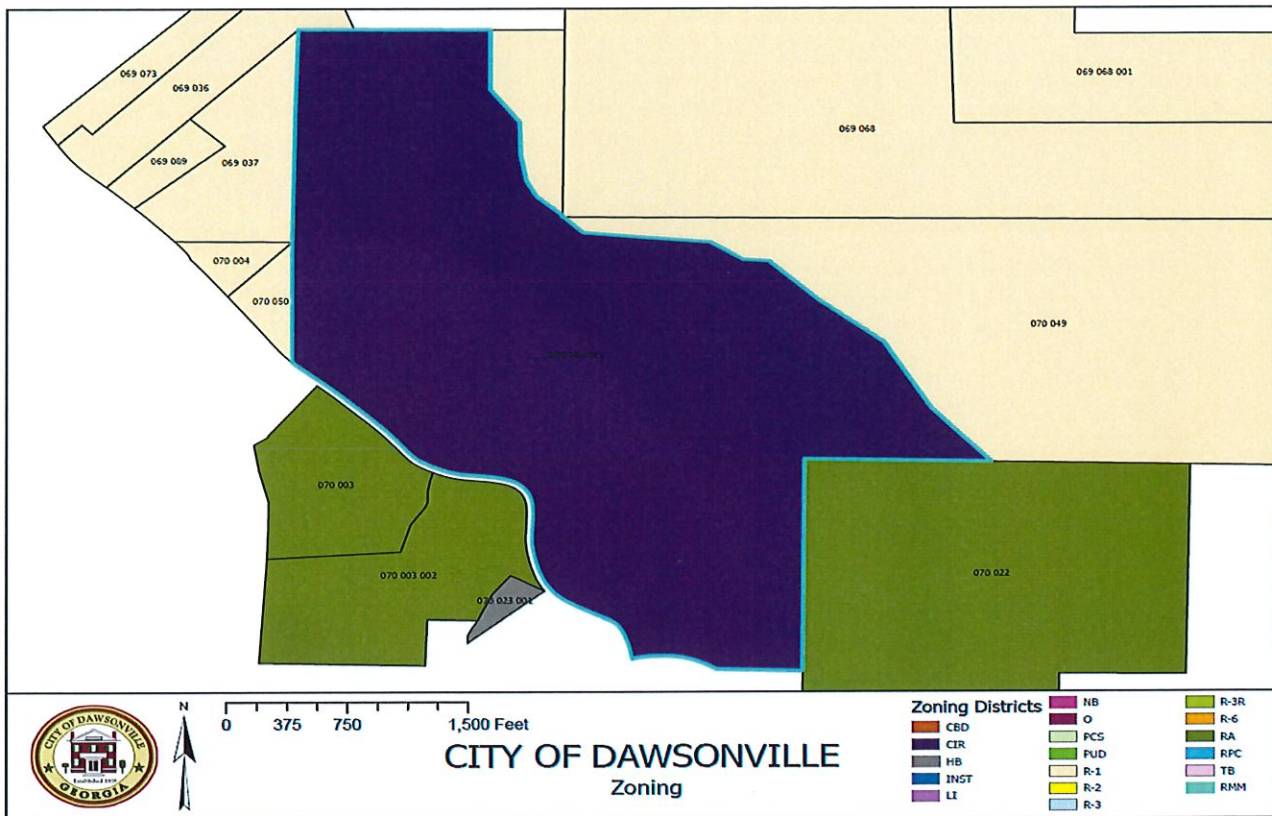


PICTURES OF PROPERTY





## CURRENT ZONING MAP



## AERIAL VIEW







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

## Zoning Amendment Application

Application#: ZSP C2400054

Applicant Name(s): Jeremy Porter, Atlanta Motorsports Park, LLC

Address: 20 Duck Thurmond Road City: Dawsonville Zip: 30534

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

Signature(s): [Signature] Date: 11/8/23

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: \_\_\_\_\_

Has a past request of Rezone of this property been made before? Yes If yes, provide ZA #: G2300063 (08/21/2023)

The applicant request: (Convert takeout kitchen to restaurant)

Rezoning to Zoning category: Amend Site Plan Conditional Use permit for: \_\_\_\_\_

Proposed use of property if rezoned: same-CIR

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

Amenity area proposed Yes If yes, what: \_\_\_\_\_

If Commercial: total building area proposed: \_\_\_\_\_ (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

11/8/23  
Date

Office Use Only	
Date Completed Application Rec'd: <u>11.03.23</u>	Amount Paid: \$ <u>400.00</u> <u>10043</u> <u>210.89</u>
Date of Planning Commission Meeting: <u>12.11.23</u>	Dates Advertised: <u>11.22.23</u>
Date of City Council Meeting: <u>12.18.23</u>	Rescheduled for next Meeting:
Date of City Council Meeting: <u>1.11.24</u>	Approved by City Council: YES NO
Approved by Planning Commission: YES NO	Postponed: YES NO Date:

**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 #) 070 049 001 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 rezoning granted, and/or conditions or stipulations placed on the property will be binding upon the property regardless of ownership. The undersigned 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, LLC  
Signature of Applicant or Agent [Signature] Date 11/8/23  
Mailing Address 20 Duck Thurmond Road  
City Dawsonville State GA Zip 30534

Sworn and subscribed before me on this

8<sup>TH</sup> day of November 2023

[Signature]  
Notary Public, State of Georgia

My Commission Expires: September 16, 2027



042-2009-001076  
GEORGIA, DAWSON COUNTY  
CLERK'S OFFICE, SUPERIOR COURT  
FILED FOR RECORD  
AT 4:58 P.M. 9-17-09  
Recorded in Deed Book 927 Page 107-111  
This 17 day of Sept 20 09  
Shelly McCard, Clerk  
Prepared by/Return to:  
Shelly Townley Martin  
133 Prominence Court  
Suite 110  
Dawsonville, GA 30534

STATE OF GEORGIA,  
COUNTY OF DAWSON.

PAID \$ 1939.80  
DATE 9-17-09  
BECKY McCard, CLERK  
SUPERIOR COURT

**LIMITED WARRANTY DEED**

THIS LIMITED WARRANTY DEED, is dated this 17<sup>th</sup> day of September, 2009, by EHK

INVESTMENTS, L.L.C., a Georgia limited liability company, (the "Seller") in favor of ATLANTA  
MOTORSPORTS PARK, LLC, a Georgia limited liability company, (the "Purchaser") (the words  
"Seller" and "Purchaser" are used to include their respective legal representative, successors, successors-  
in-title, transfers and assigns where the context requires or permits).

**WITNESSETH:**

That Seller for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and  
other good and valuable consideration in hand paid by Purchaser to Seller at and before the sealing and  
delivery of these presents, the receipt and sufficiency of which are herby acknowledged by Seller, has  
granted, bargained, sold, assigned, conveyed and transferred, and by these presents does grant, bargain,  
sell, assign, convey and transfer unto said Purchaser, to wit:

See Exhibit A attached hereto and incorporated herein.

Subject to Permitted Exceptions as set forth in Exhibit B, attached hereto and incorporated herein.

TO HAVE AND TO HOLD said Property, with all and singular the rights, members and  
appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use,  
benefit and behoof of said Purchaser forever in fee simple.

AND SAID Seller shall warrant and forever defend the right and title to the Property unto said  
Purchaser against the claims of all persons owning, holding or claiming by, through and under Seller, but  
not otherwise.

IN WITNESS WHEREOF, Seller has caused this Limited Warranty Deed to be properly executed  
under seal and delivered as of the day and year first written above.

Signed, sealed and delivered in the presence of:

EHK INVESTMENTS, L.L.C.

Lauren Thompson  
Unofficial Witness

By: Ernest G. Elliott  
Ernest G. Elliott, Manager

Notary Public  
My commission expires: (SEAL)

Exhibit A

MEASURED LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL of land lying and being in Land Lots 322, 323, 290, 255, 254, 291, and 292, of the 4th District, City of Dawsonville, Dawson County, Georgia and being more particularly described as follows:

Beginning at a 1/2" rebar set at the northeasterly intersection of State Route 53 (80' Public Right of Way) and Duck Thurmond Road (60' Right-of-Way as per Dawson County) also being known as THE TRUE POINT OF BEGINNING; Thence N27°25'27"W a distance of 72.38' to a point; Thence continuing in a Northwesterly direction along the easterly right of way of Duck Thurmond Road along an arc of a curve to the left, an arc distance of 92.75', said curve having a radius of 239.23', a chord bearing of N16°22'31"W, and a chord distance of 92.17' to a point; Thence along an arc of a curve to the left, an arc distance of 122.0', said curve having a radius of 235.52', a chord bearing of N43°01'49"W, and a chord distance of 120.64' to a point; Thence centering along an arc of curve to the left, an arc distance of 135.50', said curve having a radius of 717.57' a chord bearing of N64°31'10"W, and a chord distance of 135.30' to a point; Thence along an arc of a curve to the right, an arc distance of 77.04' said curve having a radius of 865.65', a bearing of N64°38'24"W and a chord distance of 77.01' to a point; Thence N59°11'49"W a distance of 35.59' to a point; Thence N48°59'09"W a distance of 57.89' to a point; Thence along an arc of a curve to the left, an arc distance of 306.54' said curve having a radius of 427.67', a chord bearing of N25°03'10"W and a chord distance of 300.02' to a point; Thence along a curve to the right, an arc distance of 89.48' said curve having a radius of 451.47', a chord bearing of N00°56'15"E and a chord distance of 89.33' to a point; Thence N06°36'19"E a distance of 76.36' to a point; Thence N03°45'50"E a distance of 64.77' to a point; Thence along an arc of a curve to the left, an arc distance of 167.33' said curve having a radius of 234.14', a chord bearing of N21°51'15"W and a chord distance of 163.79' to a point; Thence along an arc of a curve to the left, an arc distance of 119.36' said curve having a radius of 268.53', a chord bearing of N58°25'17"W and a chord distance of 118.38' to a point; Thence along an arc of a curve to the left, an arc distance of 107.86' said curve having a radius of 365.94', a chord bearing of N81°21'57"W and a chord distance of 107.47' to a point; Thence N88°17'01"W a distance of 85.51' to a point; Thence along an arc of curve to the left, an arc distance of 263.70', said curve having a radius of 404.68', a chord bearing of N69°19'12"W and chord distance of 259.06' to a point; Thence N39°59'09"W a distance of 200.48' to a point; Thence along an arc of a curve to the left, an arc distance of 185.77' said curve having a radius of 1111.29', a chord bearing of N48°11'58"W and a chord distance of 185.56' to a point; Thence N49°33'55"W a distance of 218.09' to a point; Thence N51°08'30"W a distance of 95.34' to a point; Thence N55°15'34"W a distance of 119.96' to a point; Thence N52°43'47"W a distance of 51.45' to an iron pin set; Thence along the Land Lot leaving said right of way of Duck Thurmond Road along the Land lot line common to Land Lots 289 and 290 N01°11'09"E a distance of 767.23' to a rock found; At the corner common to Land Lots 255, 256, 289 and 290; Thence N00°06'48"E a distance of 1247.89' to a rock found at the corner common to Land Lots 221, 222, 255 and 256; Thence along the Land Lot Line common to Land Lots 222 and 255, S89°22'14"E a distance of 988.06' to an iron pin set; Thence S00°06'28"W a distance of 367.41' to an iron pin set; Thence S38°57'56"E a distance of 239.24' to an iron pin set; Thence S01°04'21"W a distance of 195.53'

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to an iron pin set; Thence S09°41'37"E a distance of 146.38' to an iron pin set; Thence S28°09'13"E a distance of 117.40' to an iron pin set; Thence S47°34'44"E a distance of 123.20' to a 1/2" rebar found; Along the Land Lot Lines common to 255 thence S42°59'17"E a distance of 142.96' to an iron pin set; Thence S82°09'02"E a distance of 104.04' to an iron pin set; Thence S85°40'48"E a distance of 448.49' to an iron pin set; Thence S82°42'58"E a distance of 112.60' to an iron pin set; Thence S59°43'10"E a distance of 196.76' to an iron pin set; Thence S80°54'24"E a distance of 147.32' to an iron pin set; Thence S47°00'05"E a distance of 279.11' to an iron pin set; Thence S51°17'15"E a distance of 472.47' to an iron pin set; Thence S32°20'16"E a distance of 502.47' to an iron pin set; Thence S42°40'23"E a distance of 392.39' to an iron pin set; Thence N88°44'11"W a distance of 950.92' to a 3/8" rebar found; Thence S00°40'09"W, a distance of 1320.28' to a 3/4" rebar found at the corner common to Land Lots 321, 322, 359 and 360; Thence along the Land Lot Lines common to Land Lots 322 and 359, N88°53'58"W a distance of 375.50' to an iron pin set on the northerly right of way of State Route #53; Thence along the Right of Way of State Route 53 N64°03'00"W, a distance of 71.54' to a point; Thence along an arc of a curve to the left, an arc distance of 136.25' said curve having a radius of 588.36', a chord bearing of N72°50'36"W and a chord distance of 135.95' to a point; Thence along an arc of a curve to the left, an arc distance of 208.53', said curve having a radius of 531.42', a chord bearing of S87°54'08"W and a chord distance of 207.20' to a 1/2" iron rebar set also being known as THE TRUE POINT OF BEGINNING.

Said Tract Containing 6,627,155 square feet or 152.139 acres, more or less.

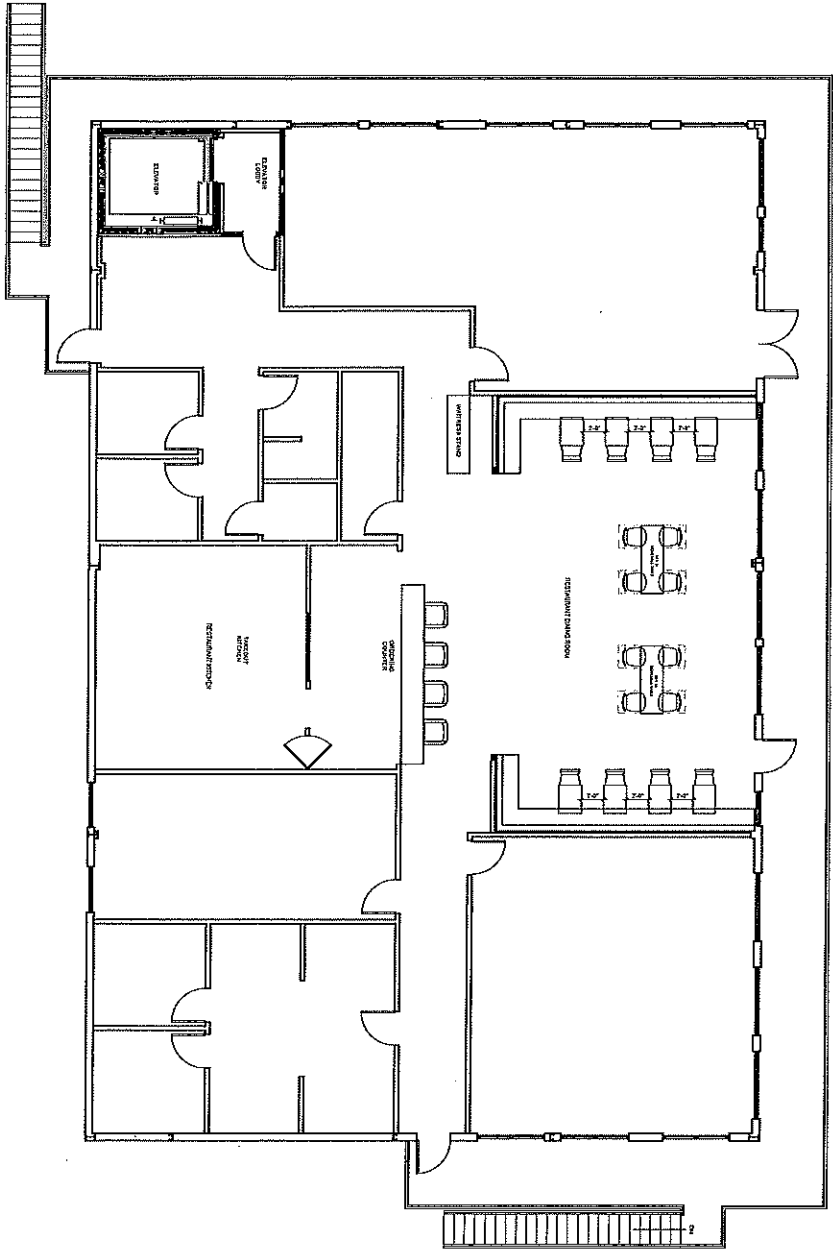
All as more particularly shown on that certain ALTA/ACSM Survey for First American Title Insurance Company, EHK Investments, LLC, a Georgia limited liability company, Atlanta Motorsports Park, LLC, a Georgia limited liability company, dated July 13, 2009, bearing the seal of Seaton G. Shepherd, Jr., Ga. R.L.S. No. 2136, which survey is incorporated by reference herein.

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## **LETTER OF INTENT**

Atlanta Motorsports Park, LLC respectfully submits this letter of intent outlining proposed amendment to the approved site plan.

The current site plan and approved conditional uses were approved April 13, 2009, September 19, 2019 and August 21, 2023. AMP's development has become a destination attraction for Dawsonville and the surrounding area. The proposed site plan amendment to allow a restaurant rather than a takeout kitchen at either the go kart clubhouse or the conference center allows AMP to continue and improve the development consistent with the spirit and intent of the approved site plans and conditions.



1 FUEL RESTAURANT FURNITURE PLAN  
SCALE 3/8" = 1'-0"



CASSANDRA BUCKALEW  
INTERIORS, ATLANTA, GA  
173 MANGET ST  
MARIETTA, GA 30060  
678.780.7556  
www.cassandrabuckalew.com

FUEL RESTAURANT, DINING ROOM  
ATLANTA MOTORSPORTS PARK  
20 DUCK THURMOND ROAD  
DAWSONVILLE, GA 30534

SEAL

REVISIONS

NO.	DESCRIPTION	DATE
1		11-01-2023

DATE ISSUED:

11-01-2023

DESIGNED BY:

CB

DATE

11-01-2023

SHEET TITLE

FURNITURE PLAN

SCALE

3/8" = 1'-0"

SHEET NUMBER

ID-01





**City Council:**

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



Mike Eason  
**Mayor**

Robert Bolz  
**City Manager**

Beverly Banister  
**City Clerk**

**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)

Stacy Harris  
**Zoning Admin Assistant**

**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 C2400063:** Atlanta Motorsports Park, LLC has petitioned to amend the site plan to convert the takeout kitchen to a restaurant; located at 20 Duck Thurmond Road (TMP 070 049 001). Public Hearing Dates: Planning Commission on Monday, December 11, 2023, and City Council Monday, December 18, 2023. City Council for a decision on Thursday, January 11, 2024.

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 # 11

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

CITY COUNCIL MEETING DATE: 12/18/2023

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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:**

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

**ITEM TABLED TO 12/04: PETITIONERS WERE DIRECTED TO PRESENT A PLAN TO THE CITY ATTORNEY FOR DETERMINATION OF MEETING ORDINANCE REQUIREMENTS**

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**HISTORY/ FACTS / ISSUES:**

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

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**OPTIONS:**

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**RECOMMENDED SAMPLE MOTION:**

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REQUESTED BY: Amanda Edmondson, Director of Downtown Development

October 25, 2023

Hello,

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

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

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

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

Thank you for considering our request.

Sincerely,

A handwritten signature in black ink, appearing to read "Josh A. Pender". The signature is fluid and cursive, with the first name "Josh" and last name "Pender" clearly distinguishable.

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





# CITY OF DAWSONVILLE

## PLANNING STAFF REPORT

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

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

**Current Zoning** .....INST, Institutional District

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

**Location** .....NE corner of intersection Church Street and Lloyd Seay Street South

**Tax Parcel** .....D01 033

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### **APPLICANT PROPOSAL:**

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

### **SURROUNDING PROPERTIES:**

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

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

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

## **HISTORY:**

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

## **ANALYSIS:**

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

### **Development Regulations**

#### **ADA Compliance**

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

#### **Design Requirements (Sec. 606)**

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

#### **Sidewalks (Sec. 109-53)**

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

#### **Lighting (Sec. 2203)**

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

#### **Stormwater**

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

### **Walkability / Safety**

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

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

### **Wayfinding**

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

### **Enforcement**

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

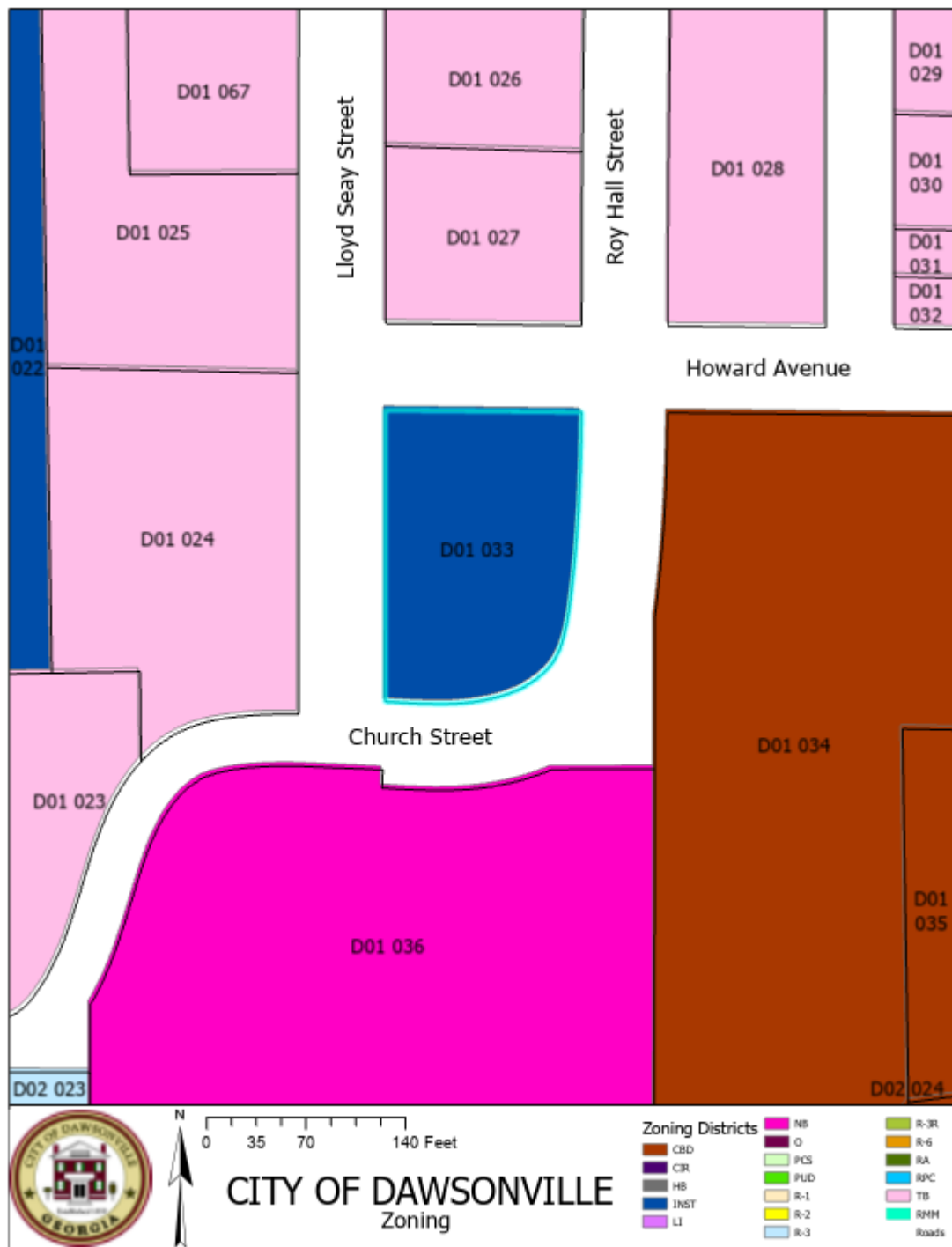
### **Maintenance**

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

### **SUMMARY RECOMMENDATION:**

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

# CURRENT ZONING MAP



## AERIAL







# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 12

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

CITY COUNCIL MEETING DATE: 12/18/2023

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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

---

PURPOSE FOR REQUEST: **TABLED TO THE 12/18/2023 MEETING**

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

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager

**LEASE**  
**AGREEMENT**

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

**WITNESSETH:**

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

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

**WHEREAS**, the Lessor desires to lease a portion of the retail/manufacturing/restaurant space, as fully depicted in Exhibit "A" attached hereto and fully incorporated herein ("Restaurant Space") consisting of 2,060 sf, to Lessee for the operation of a dine-in restaurant, which will be open to the public, pursuant to the terms and conditions of the City Lease and as allowed or provided by local, state, and federal law.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

[execution on following page]



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

LESSOR:  
CITY OF DAWSONVILLE

LESSEE: THE STATION HOUSE  
RESTAURANT INC.

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

\_\_\_\_\_  
ITS: \_\_\_\_\_

\_\_\_\_\_  
Print Name

PERSONAL  
GUARANTY

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

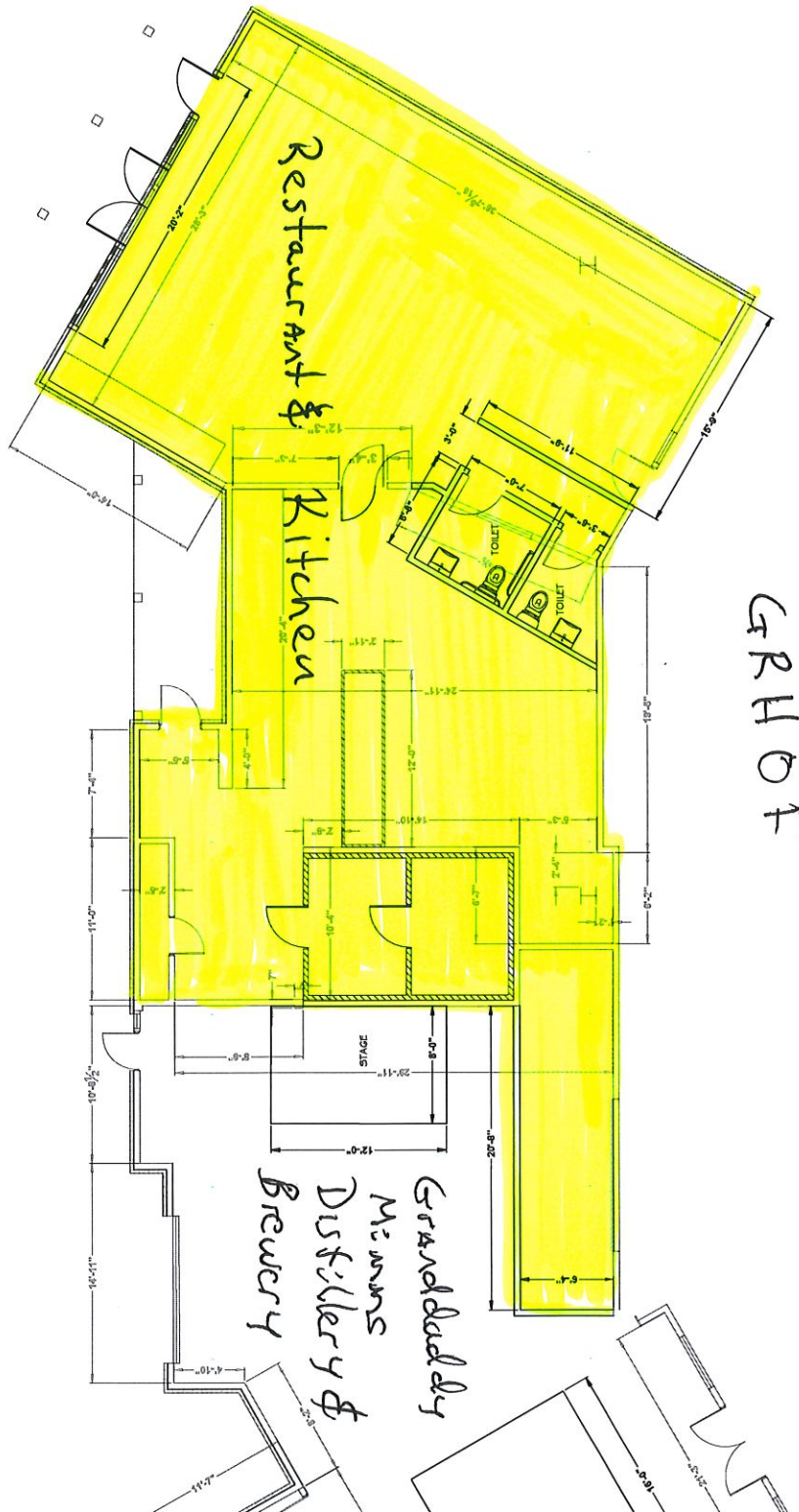
This \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Printed Name of Guarantor



DATE:	AUGUST 2023	
PROJECT:	001	
DRAWN BY:	C.K.B.	CHECKED BY: C.K.B.
SHEET		
A.5 OF 20 SHEETS		



GRIT

PLAN VIEW  
SCALE: 1/4" = 1'-0"

## **EXHIBIT "B"**

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

### **EXHIBIT "C"**

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





# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 13

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SUBJECT: **2024 VAPE LICENSES**

CITY COUNCIL MEETING DATE: **DECEMBER 18, 2023**

---

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

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

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

---

**PURPOSE FOR REQUEST:**

**TO REQUEST APPROVAL FOR THE 2024 VAPE LICENSES**

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**HISTORY/ FACTS / ISSUES:**

**CURRENT LICENSES EXPIRE 12/31/2023, ALL FEE'S PAID, NO CHANGES FROM PREVIOUS YEAR.**

**VAPE LICENSES TO BE RENEWED:**

- 1. BIG H INTERNATIONAL, INC dba DAWSONVILLE EXXON FOOD MART -ANNUAL LICENSE**
- 2. CIRCLE K STORES, INC dba CIRCLE K #2723318 – ANNUAL LICENSE**
- 3. DAWSONVILLE LIQUOR, LLC dba CITY LIQUOR OF DAWSONVILLE – ANNUAL LICENSE**
- 4. FOOD LION, LLC dba FOOD LION #2132 – ANNUAL LICENSE AND 1 DEVICE**
- 5. SHREE GAJKARNA CORPORATION dba – GOLD CREEK MARKET – ANNUAL LICENSE**
- 6. SIF INVESTMENT, INC dba NEIGHBORHOOD CONVENIENCE STORE – ANNUAL LICENSE AND 3 DEVICES**

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**OPTIONS:**

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**RECOMMENDED SAMPLE MOTION:**

Approve. Deny or Postpone

---

DEPARTMENT: Planning and Zoning

REQUESTED BY: Stacy Harris, Zoning Admin

# CITY OF DAWSONVILLE

CITY OF DAWSONVILLE  
415 HWY 53 EAST, SUITE 100  
DAWSONVILLE, GA 30534

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

**License Id:** L2400094  
**Effective Date:** 01/01/24  
**License Type:** VAPE LICENSE  
**Business Name:** EXPRESS FOOD MART  
**Legal Name:** BIG H INTERNATIONAL INC  
**Business Location:** 236 HIGHWAY 53 WEST, STE 110



BIG H INTERNATIONAL INC  
EDBRAHIM AKBARSHAHI  
236 GA HWY 53 WEST, STE 110  
DAWSONVILLE, GA 30534

**Expiration Date:** 12/31/24

**Summary of Services:**

**Description**  
LICENSE INVESTIGATIVE FEE

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Authorized Signature

**NON-TRANSFERABLE**

**TO BE PLACED IN A CONSPICUOUS PLACE**

**Conditions:**



# City of Dawsonville

415 Highway 53 East Suite 100

Dawsonville, Georgia 30534

Phone: (706)203-4924 Fax: (706)265-4214

[Permit.tech@dawsonville-ga.gov](mailto:Permit.tech@dawsonville-ga.gov)

## VAPE LICENSE APPLICATION

LICENSE FEE: \$1025.00 per year PLUS EACH DEVICE TYPE \$250.00 each per year. INVESTIGATIVE FEE: \$100.00

Any person who wishes to operate a Vape Shop or offers for retail sale any item of alternative nicotine products, vape juice, vapor products, and/or non-traditional tobacco paraphernalia shall immediately apply to the City of Dawsonville Planning and Zoning Department for a Vape Shop license and shall pay an annual license fee. All vape shop licenses expire December 31<sup>st</sup> each year and a renewal application must be submitted PRIOR to November 20<sup>th</sup> each year.

Business Name: Dawsonville Express Food Mart Business Phone # 706-216-1740

Applicant Name: Ebrahim Akbarshahi

Business Location: 236 Hwy 53 W. Dawsonville, GA 30534 Suite #110

Mailing Address (If Different): Same as above

E-Mail Address: \_\_\_\_\_

Original Vape License Application Date or year: 2020

Additional lines of device types sold at this location (please check all that apply)

- ☐ Storage devices with false/hidden doors
- ☐ Grinders
- ☐ Weighing devices
- ☐ Torch Lighters

Applicant must provide the following for all renewals:

1. All applicable fees (\$1025 plus \$250 per each device type)
2. Copy of Driver's License
3. Completed application with affidavits and oaths attached
4. Fingerprint background report

Before signing this application, check all answers and explanations to see that you have answered all questions fully and correctly.

I hereby certify that I am authorized by my business or my employer to file and sign for this application as the applicant and responsible party.

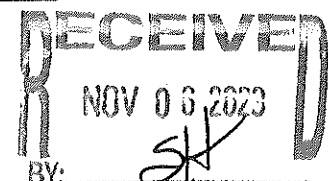
[Signature]  
Applicant Signature

10/31/2023  
Date

Office Use Only:

License ID # \_\_\_\_\_ Date Received: 11/6/23 Payment Received: \$1125

Check #12457



# CITY OF DAWSONVILLE

CITY OF DAWSONVILLE  
415 HWY 53 EAST, SUITE 100  
DAWSONVILLE, GA 30534

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

**License Id:** L2400071  
**Effective Date:** 01/01/24  
**License Type:** VAPE LICENSE  
**Business Name:** CIRCLE K #2723318  
**Legal Name:** CIRCLE K STORES INC  
**Business Location:** 74 HIGHWAY 9 NORTH

CIRCLE K STORES INC  
PAMELA SPENCER  
2550 W TYVOLA ROAD STE 200  
CHARLOTTE, NC 28217



**Expiration Date:** 12/31/24

**Summary of Services:**

**Description**  
LICENSE INVESTIGATIVE FEE

---

Authorized Signature

**NON-TRANSFERABLE**

**TO BE PLACED IN A CONSPICUOUS PLACE**

**Conditions:**

**City of Dawsonville**

415 Highway 53 East Suite 100

Dawsonville, Georgia 30534

Phone: (706)203-4924 Fax: (706)265-4214

Permit.tech@dawsonville-ga.gov**VAPE LICENSE APPLICATION****LICENSE FEE: \$1025.00 per year PLUS EACH DEVICE TYPE \$250.00 each per year. INVESTIGATIVE FEE: \$100.00**

Any person who wishes to operate a Vape Shop or offers for retail sale any item of alternative nicotine products, vape juice, vapor products, and/or non-traditional tobacco paraphernalia shall immediately apply to the City of Dawsonville Planning and Zoning Department for a Vape Shop license and shall pay an annual license fee. All vape shop licenses expire December 31<sup>st</sup> each year and a renewal application must be submitted PRIOR to November 20<sup>th</sup> each year.

**Business Name:** CIRCLE K STORES INC. #2723318 **Business Phone #** (704) 583-5728

**Applicant Name:** CIRCLE K STORES INC. / MARK A. OSTOITS - VP

**Business Location:** 78 HWY. 9 NORTH DAWSONVILLE, GA. 30534 (38 GOBER SOSABEE DR)

**Mailing Address (If Different):** 2550 W TYVOLA RD. STE 200 CHARLOTTE NC 28217

**E-Mail Address:** \_\_\_\_\_

**Original Vape License Application Date or year:** 2020

**Additional lines of device types sold at this location (please check all that apply)**

- ☐ Storage devices with false/hidden doors  
☐ Grinders  
☐ Weighing devices  
☐ Torch Lighters

**Applicant must provide the following for all renewals:**

1. All applicable fees (\$1025 plus \$250 per each device type)
2. Copy of Driver's License
3. Completed application with affidavits and oaths attached
4. Fingerprint background report

**Before signing this application, check all answers and explanations to see that you have answered all questions fully and correctly.**

**I hereby certify that I am authorized by my business or my employer to file and sign this application as the applicant and responsible party.**

MAO  
Applicant Signature

10/09/2023  
Date

Office Use Only:

License ID # \_\_\_\_\_ Date Received: 10/12/23 Payment Received: \$ 1125





# CITY OF DAWSONVILLE

CITY OF DAWSONVILLE  
415 HWY 53 EAST, SUITE 100  
DAWSONVILLE, GA 30534

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

**License Id:** L2400073  
**Effective Date:** 01/01/24  
**License Type:** VAPE LICENSE  
**Business Name:** CITY LIQUOR  
**Legal Name:** DAWSONVILLE LIQUOR LLC  
**Business Location:** 25 ROY HALL ST SOUTH



DAWSONVILLE LIQUOR LLC  
ARPITKUMAR PATEL  
55 HWY 53 WEST  
DAWSONVILLE, GA 30534

**Expiration Date:** 12/01/24

**Summary of Services:**

**Description**  
LICENSE INVESTIGATIVE FEE

---

Authorized Signature

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE

**Conditions:**

**City of Dawsonville**

415 Highway 53 East Suite 100

Dawsonville, Georgia 30534

Phone: (706)203-4924 Fax: (706)265-4214

[Permit.tech@dawsonville-ga.gov](mailto:Permit.tech@dawsonville-ga.gov)**VAPE LICENSE APPLICATION****LICENSE FEE: \$1025.00 per year PLUS EACH DEVICE TYPE \$250.00 each per year. INVESTIGATIVE FEE: \$100.00**

Any person who wishes to operate a Vape Shop or offers for retail sale any item of alternative nicotine products, vape juice, vapor products, and/or non-traditional tobacco paraphernalia shall immediately apply to the City of Dawsonville Planning and Zoning Department for a Vape Shop license and shall pay an annual license fee. All vape shop licenses expire December 31<sup>st</sup> each year and a renewal application must be submitted PRIOR to November 20<sup>th</sup> each year.

Business Name: DAWSONVILLE LIQUOR LLC Business Phone # 706 265 0079Applicant Name: ARPITHUMAR PATELBusiness Location: 55 HWY 53 W, Dawsonville GA 30534

Mailing Address (If Different): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Original Vape License Application Date or year: \_\_\_\_\_

Additional lines of device types sold at this location (please check all that apply)

- ☐ Storage devices with false/hidden doors  
☐ Grinders  
☐ Weighing devices  
☐ Torch Lighters

/ Not sold *Arpithumar Patel*

**Applicant must provide the following for all renewals:**

1. All applicable fees (\$1025 plus \$250 per each device type)
2. Copy of Driver's License
3. Completed application with affidavits and oaths attached
4. Fingerprint background report

**Before signing this application, check all answers and explanations to see that you have answered all questions fully and correctly.****I hereby certify that I am authorized by my business or my employer to file and sign this application as the applicant and responsible party.**

*Arpithumar Patel*  
Applicant Signature

10/11/2023  
Date

**Office Use Only:**

License ID # \_\_\_\_\_ Date Received: \_\_\_\_\_ Payment Received: \_\_\_\_\_

# CITY OF DAWSONVILLE

CITY OF DAWSONVILLE  
415 HWY 53 EAST, SUITE 100  
DAWSONVILLE, GA 30534

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

**License Id:** L2400085  
**Effective Date:** 01/01/24  
**License Type:** VAPE LICENSE  
**Business Name:** FOOD LION # 2132  
**Legal Name:** FOOD LION, LLC  
**Business Location:** 59 MAIN STREET, STE 100



FOOD LION, LLC  
JOSEPH TODD PROCTOR  
PO BOX 1330  
SALISBURY, NC 28145

**Expiration Date:** 12/31/24

**Summary of Services:**

**Description**  
VAPE LICENSE  
LICENSE INVESTIGATIVE FEE  
VAPE DEVICE-TORCH

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

**NON-TRANSFERABLE**

**TO BE PLACED IN A CONSPICUOUS PLACE**

**Conditions:**

**City of Dawsonville**

415 Highway 53 East Suite 100

Dawsonville, Georgia 30534

Phone: (706)203-4924 Fax: (706)265-4214

[Permit.tech@dawsonville-ga.gov](mailto:Permit.tech@dawsonville-ga.gov)**VAPE LICENSE APPLICATION****LICENSE FEE: \$1025.00 per year PLUS EACH DEVICE TYPE \$250.00 each per year. INVESTIGATIVE FEE: \$100.00**

Any person who wishes to operate a Vape Shop or offers for retail sale any item of alternative nicotine products, vape juice, vapor products, and/or non-traditional tobacco paraphernalia shall immediately apply to the City of Dawsonville Planning and Zoning Department for a Vape Shop license and shall pay an annual license fee. All vape shop licenses expire December 31<sup>st</sup> each year and a renewal application must be submitted PRIOR to November 20<sup>th</sup> each year.

Business Name: Food Lion, LLC Business Phone # 706-344-3979Applicant Name: Food Lion #2132Business Location: 59 Main Street, STE 100Mailing Address (If Different): PO Box 1330, Salisbury, NC 28145

E-Mail Address: \_\_\_\_\_

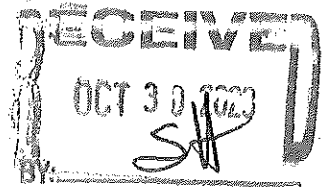
Original Vape License Application Date or year: 2019

Additional lines of device types sold at this location (please check all that apply)

- ☐ Storage devices with false/hidden doors  
☐ Grinders  
☐ Weighing devices  
☒ Torch Lighters

Applicant must provide the following for all renewals:

1. All applicable fees (\$1025 plus \$250 per each device type) = 1275.00
2. Copy of Driver's License—Manger please provide
3. Completed application with affidavits and oaths attached -- Manger please complete these
4. Fingerprint background report --this is not needed



Before signing this application, check all answers and explanations to see that you have answered all questions fully and correctly.

I hereby certify that I am authorized by my business or my employer to file and sign for this application as the applicant and responsible party.

Applicant Signature

10-30-23

Date

Office Use Only:

License ID # \_\_\_\_\_ Date Received: 10/30/23 Payment Received: \$1275CK# 5900 255 355

# CITY OF DAWSONVILLE

CITY OF DAWSONVILLE  
415 HWY 53 EAST, SUITE 100  
DAWSONVILLE, GA 30534

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

**License Id:** L2400076  
**Effective Date:** 01/01/24  
**License Type:** VAPE LICENSE  
**Business Name:** GOLD CREEK MARKET  
**Legal Name:** SHREE GAJKARNA CORPORATION  
**Business Location:** 2131 HIGHWAY 9 NORTH SUITE 100



SHREE GAJKARNA CORPORATION  
SACHINKUMAR PATEL  
2131 HIGHWAY 9 NORTH SUITE 100  
DAWSONVILLE, GA 30534

**Expiration Date:** 01/31/24

**Summary of Services:**

**Description**  
LICENSE INVESTIGATIVE FEE

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

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE

**Conditions:**





### City of Dawsonville

415 Highway 53 East Suite 100

Dawsonville, Georgia 30534

Phone: (706)203-4924 Fax: (706)265-4214

Permit.tech@dawsonville-ga.gov

#### VAPE LICENSE APPLICATION

LICENSE FEE: \$1025.00 per year PLUS EACH DEVICE TYPE \$250.00 each per year. INVESTIGATIVE FEE: \$100.00

Any person who wishes to operate a Vape Shop or offers for retail sale any item of alternative nicotine products, vape juice, vapor products, and/or non-traditional tobacco paraphernalia shall immediately apply to the City of Dawsonville Planning and Zoning Department for a Vape Shop license and shall pay an annual license fee. All vape shop licenses expire December 31<sup>st</sup> each year and a renewal application must be submitted PRIOR to November 20<sup>th</sup> each year.

Business Name: GOLD CREEK MARKET Business Phone # 706 265 2772

Applicant Name: SACHIN KUMAR PATEL

Business Location: 2131 HWY 9 NORTH DAWSONVILLE GA 30534

Mailing Address (If Different): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Original Vape License Application Date or year: \_\_\_\_\_

Additional lines of device types sold at this location (please check all that apply)

- ☐ Storage devices with false/hidden doors
- ☐ Grinders
- ☐ Weighing devices
- ☐ Torch Lighters

Applicant must provide the following for all renewals:

1. All applicable fees (\$1025 plus \$250 per each device type)
2. Copy of Driver's License
3. Completed application with affidavits and oaths attached
4. Fingerprint background report

Before signing this application, check all answers and explanations to see that you have answered all questions fully and correctly.

I hereby certify that I am authorized by my business or my employer to file and sign for this application as the applicant and responsible party.

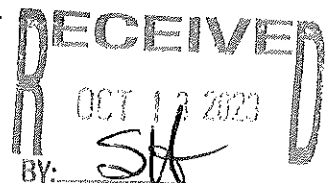
[Signature]  
Applicant Signature

10-12-23  
Date

Office Use Only:

License ID # \_\_\_\_\_ Date Received: \_\_\_\_\_ Payment Received: \_\_\_\_\_

*pd  
Check #2201*



# CITY OF DAWSONVILLE

CITY OF DAWSONVILLE  
415 HWY 53 EAST, SUITE 100  
DAWSONVILLE, GA 30534

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

**License Id:** L2400084  
**Effective Date:** 01/01/24  
**License Type:** VAPE LICENSE  
**Business Name:** NEIGHBORHOOD CONVENIENCE STORE  
**Legal Name:** SIF INVESTMENT LLC  
**Business Location:** 75 HIGHWAY 9 NORTH



SIF INVESTMENT LLC  
TASNEEM CHARANIA  
75 HIGHWAY 9 NORTH  
DAWSONVILLE, GA 30534

**Expiration Date:** 12/31/24

**Summary of Services:**

**Description**  
LICENSE INVESTIGATIVE FEE

---

Authorized Signature

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE

**Conditions:**

**City of Dawsonville**

415 Highway 53 East Suite 100

Dawsonville, Georgia 30534

Phone: (706)203-4924 Fax: (706)265-4214

[Permit.tech@dawsonville-ga.gov](mailto:Permit.tech@dawsonville-ga.gov)**VAPE LICENSE APPLICATION****LICENSE FEE: \$1025.00 per year PLUS EACH DEVICE TYPE \$250.00 each per year. INVESTIGATIVE FEE: \$100.00**

Any person who wishes to operate a Vape Shop or offers for retail sale any item of alternative nicotine products, vape juice, vapor products, and/or non-traditional tobacco paraphernalia shall immediately apply to the City of Dawsonville Planning and Zoning Department for a Vape Shop license and shall pay an annual license fee. All vape shop licenses expire December 31<sup>st</sup> each year and a renewal application must be submitted PRIOR to November 20<sup>th</sup> each year.

Business Name: SIF INVESTMENT LLC Business Phone # 913-954-8553Applicant Name: TASNEEM CHARANIABusiness Location: 75 HWY 0 NORTH DAWSONVILLE, GA 30534

Mailing Address (If Different): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Original Vape License Application Date or year: 2024

Additional lines of device types sold at this location (please check all that apply)

- ☐ Storage devices with false/hidden doors  
☒ Grinders  
☒ Weighing devices  
☒ Torch Lighters

Applicant must provide the following for all renewals:

1. All applicable fees (\$1025 plus \$250 per each device type)
2. Copy of Driver's License
3. Completed application with affidavits and oaths attached
4. Fingerprint background report

Before signing this application, check all answers and explanations to see that you have answered all questions fully and correctly.

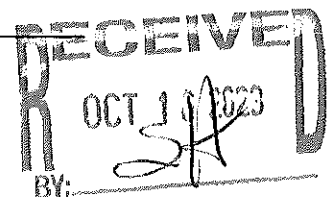
I hereby certify that I am authorized by my business or my employer to file and sign this application as the applicant and responsible party.

Phalain G  
Applicant Signature

10/16/2023  
Date

Office Use Only:

License ID # \_\_\_\_\_ Date Received: \_\_\_\_\_ Payment Received: \_\_\_\_\_





# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 14

---

SUBJECT: REQUEST APPROVAL FOR MODIFICATIONS TO DAWSONVILLE HISTORY MUSEUM

CITY COUNCIL MEETING DATE: 12/18/2023

---

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

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

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

---

PURPOSE FOR REQUEST:

To approve modification of the Dawsonville History Museum which involves creating a new 50's garage exhibit. Project will be funded out of GA Fund One grant awarded to the city for the Dawsonville History Museum aka the Georgia Racing Hall of Fame.

---

HISTORY/ FACTS / ISSUES

The project involves demolition of the existing wall to allow construction of a new wall that will frame installation of three racing simulator cars and adjoining construction of a new 22' wall and shelving to create a 50's garage exhibit. Also included in this project is the installation of a new donated Pella accordion-style door along the back wall of the Pirkle Room.

---

OPTIONS:

---

RECOMMENDED SAMPLE MOTION:

Recommend approval of modifications.

---

DEPARTMENT: Dawsonville History Museum

REQUESTED BY: Cindy Elliott/Trampas Hansard

MEN'S RESTROOM

EXISTING  
DOORS

DOOR

EXISTING  
GLASS  
DOORS

DOOR

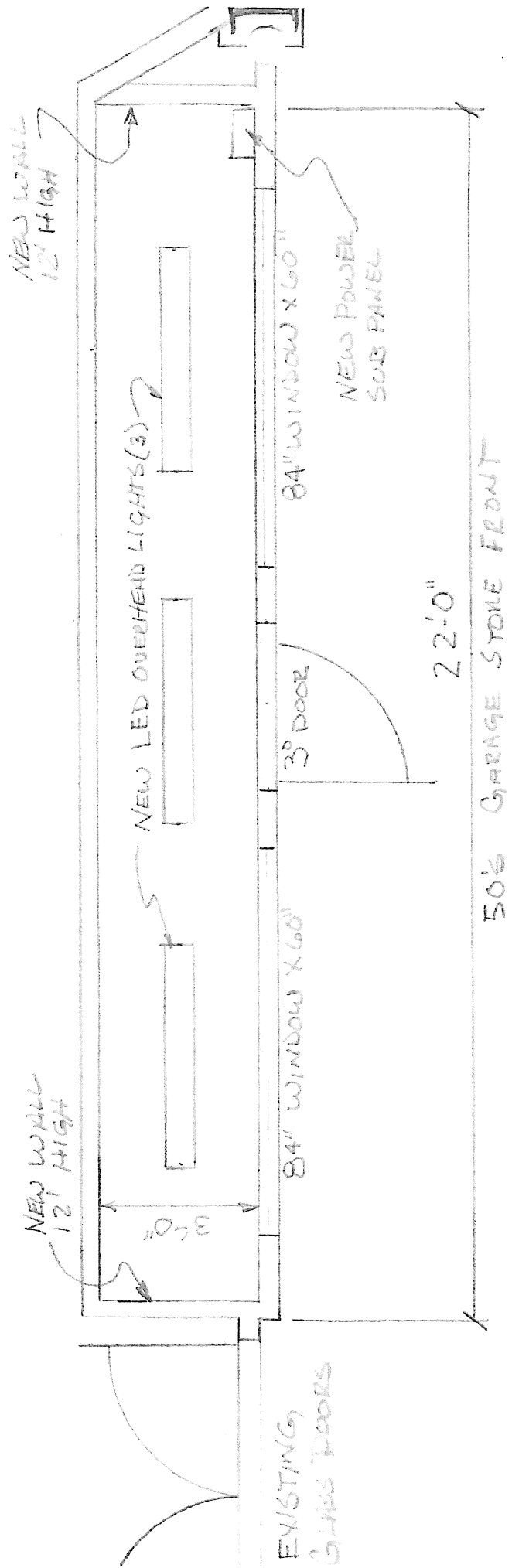
See Add itional  
Drawing

50's GARAGE  
STORE FRONT

SIMULATOR AREA

GLASS  
Roll up  
GARAGE  
Door

H  
H  
L  
L  
M  
A  
T





ACTIVITY	DESCRIPTION	QTY
install	Installation of door unit: Includes demolition, framing labor & materials, trim repair, paint, touch up	
demo	Demolition and removal of existing door unit	1
framing	Labor to reframe and install new door unit	1
materials	Installation materials for door unit	1
trim	Trim repair/ touch up for new door unit	1
paint	Paint touch up for new door unit	1
door	Pella door unit approximately 22' x 10'	1
wall	Simulator wall includes demo of existing wall, framing materials & labor for new wall, electrical work up to code, sheetrock, trim, paint, concrete floor repair	
demo	Simulator wall - demolition of existing wall	1
framing	Simulator wall - labor to reframe simulator wall	1
materials	Simulator wall - Materials to reframe simulator wall	1
electrical	Simulator wall - Electrical work prep to code	1
drywall	Simulator wall- Drywall repair work	1
trim	Simulator wall - Trim repair work	1
paint	Simulator wall - Paint work	1
concrete	Simulator wall - Concrete modification / repair	1
display	1950's shelving display includes demolition, framing labor & materials, sheetrock, trim, paint reclaimed antique wood shelving to match existing display shelving, glass for window facades, trim to simulate 1950s garage	
demo	Demolition of existing display	1
move	Move existing display unit	1
framing	Labor to reframe for new display	1
materials	Materials for reframing	1
electrical	Necessary electrical prep for new display	1
drywall	Drywall modification / repair for new display	1
paint	Paint for new display	1
trim	Trim for new display	1
shelves	Reclaimed antique wood shelving to match existing display shelves	1
glass	tempered glass for window facades of new display	1
trim	Decorative trim to simulate 1950s garage	1

**Tempered Glass 1/2"**



# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 15

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SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH DAWSON COUNTY

CITY COUNCIL MEETING DATE: 12/18/2023

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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 INFORM COUNCIL OF AN IGA WITH DAWSON COUNTY AND THE DOWNTOWN  
DEVELOPMENT AUTHORITY TO INSTALL A PUBLIC SAFETY SYSTEMS COMMUNICATIONS  
TOWER ON CITY PROPERTY**

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HISTORY/ FACTS / ISSUES:

- **PROJECT IS TO ACCOMMODATE THE NEW RADIO SYSTEM BEING IMPLEMENTED BY DAWSON COUNTY FOR PUBLIC SAFETY**
  - **PROPERTY IS LOCATED AT 59 GEES COURT AND OWNED BY THE DOWNTOWN DEVELOPMENT AUTHORITY**
  - **IGA WILL BE PRESENTED TO THE DDA AT THEIR BI-MONTHLY MEETING ON JANUARY 22, 2024**
  - **CITY STAFF IS RECOMMENDING APPROVAL**
  - **LEGAL TO REVIEW FINAL DRAFT**
- 

OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager

**INTERGOVERNMENTAL AGREEMENT REGARDING A COMMUNICATIONS TOWER  
TO BE CONSTRUCTED AND LOCATED AT 59 GEES COURT, DAWSONVILLE, GA**

**Between**

**DAWSON COUNTY, GEORGIA AND DOWNTOWN DEVELOPMENT AUTHORITY  
OF THE CITY OF DAWSONVILLE, GEORGIA**

This Intergovernmental Agreement ("IGA") entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023 (the "Effective Date") by and between **DAWSON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting buy and through its governing DDA, (hereinafter the "**County**") and the **DOWNTOWN DEVELOPMENT AUTHORITY**, a body corporate and politic of the State of Georgia pursuant to the provisions of the Downtown Development Authorities Law (O.C.G.A. Section 36-42-1 et seq.), as amended (the "Act"), whose business address is 415 Highway 53 East, Suite 100, Dawsonville, Georgia 30534 (the "**DDA**"); and the Authority is now existing and operating and its members have been duly appointed and entered into their duties. The **DDA** and the **County** may be referred to herein as a "party" or collectively as the "parties".

**WHEREAS**, the DDA is authorized under the Act to make and execute contracts, agreements, and other instruments necessary or convenient to exercise the powers of the DDA.

**WHEREAS**, the County desires to construct a communications tower at the address of 59 Gees Court, Dawsonville, GA 30534, which tower is intended to be used primarily to install certain public safety systems and equipment in the exercise of powers related to the County's law enforcement and fire protection services, including ambulance and emergency rescue services; and

**WHEREAS**, the County and the DDA desires to enter into this IGA authorizing the County to construct a communications tower and continued use of the equipment shelter building and generator at the address of 59 Gees Court, Dawsonville, GA 30534 as outlined herein;

1. **Authorization of the County by the DDA.** The DDA hereby authorizes the County to construct a communications tower on the Premises; provided that such authorization

is contingent upon the following:

- a. The tower the County is authorized to build shall be of a design and appearance that is in substantial conformity with the design specifications attached hereto as **Exhibit A**;
- b. The County shall comply with the City's Building Codes regarding construction of such tower;
- c. The County shall otherwise comply with any pertinent State or federal regulations regarding construction of the tower;
- d. The tower shall have as its primary purpose the installation, operation, and maintenance of a public safety radio communication system, to include antennas and related infrastructure;
- e. The compound shall be 80 foot by 80 foot with 8' fence and gate for the tower, building, generator and fuel tank.
- f. The County shall be responsible for all costs associated with tower construction, operation, maintenance and repair.

A map of the approximate location for the tower is attached hereto as **Exhibit B**.

2. **Continued Use of the Equipment Shelter Building and Generator.** The DDA authorizes the continued use of the equipment shelter building and generator.

3. **Term.** The term of this IGA shall be for fifty (50) years beginning on the Effective Date as shown above and ending at 11:59 P.M., prevailing legal time in Dawsonville, Georgia, on the day immediately preceding the fiftieth (50<sup>th</sup>) anniversary of the Effective Date, unless sooner terminated as hereinafter provided.

4. **No Joint Venture** - The Parties hereto agree that nothing contained within this Agreement can be or should be construed as creating a joint venture or partnership between the

County and the DDA; and that any construction on the Premises shall be the exclusive responsibility and sole obligation of the County, with the exception of the other entities' equipment. Neither party has, and shall not have, any power, nor will either party represent that it has any power, to bind the other party or to assume or create any obligation or responsibility on behalf of the other party. Each agency shall act at its own risk and responsibility. Each party hereto agrees that, as to liability arising out of the ownership, use, possession or operation of the tower, each shall rely upon its protection of constitutional sovereign immunity and any applicable statutory protections as to any claims and demands arising out of this Agreement.

5. **Public Procurement Requirements.** The County agrees that any communications tower constructed on the Premises will be constructed in full compliance with all public works bidding requirements of the State of Georgia.

6. **E-verify and Title VI:** The County agrees that any contracts let regarding construction of the tower shall contain all required E-verify and Title VI requirements under applicable law.

7. **Governing Law, Disputes and Venue.** This IGA 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 IGA 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 County and the DDA shall each be entitled to pursue all available remedies at law or equity; provided that any action or suit related to this IGA shall be brought in the Superior Court of Dawson County, Georgia, and the parties hereby submit to the jurisdiction and venue of such court.

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

9. **Assignment.** The privileges herein granted are personal to the County, and the County shall not sell, assign or transfer or attempt to sell, assign or transfer this Agreement or the privileges herein granted without the prior written consent of the DDA. The parties hereby agree that the Agreement and all the terms hereof shall be binding them and their successors, agents, heirs and assigns permitted by this Agreement.

10. **Severability.** If any portion of this IGA 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 IGA 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.

11. **Third Party Beneficiaries.** This IGA 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 IGA to maintain an action pursuant to the terms or provisions of this IGA.

12. **Notification.** Any notices required to be given pursuant to the provisions of this IGA 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 Dawson County:

Dawson County, Chairman

25 Justice Way, Suite 2214

Dawsonville, GA 30534

To DDA:

Director of Downtown Development

415 Hwy 53 E., Suite 100

Dawsonville, GA 30534

13. **Authority to Execute.** Each of the individuals executing this IGA 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 IGA 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 IGA is an intergovernmental contract, and is entered into pursuant to O.C.G.A. Section 36-42-1 et seq.

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

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

16. **Force Majeure.** Neither the County nor the County shall be liable for their respective non- negligent 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 IGA 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 IGA legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute; (f) delay or failure to act by any governmental or military DDA; 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.

17. **Counterparts.** This IGA may be executed in multiple counterparts, and each counterpart shall be considered an original.

18. **Interpretation.** The parties hereto have cooperated in the preparation of this IGA, 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.

19. **Captions.** The captions of each numbered paragraph hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

20. **Liability.** The County agrees that it shall be responsible for such installation, maintenance, operation and repair in a safe and proper manner of the tower. The DDA shall have no duties or responsibilities for installing, maintaining, operating or repairing the County's tower.

21. **Time of Essence.** All time limits stated herein are of the essence of this Agreement.

22. **Miscellaneous.**

- a. This instrument embodies the entire understanding, written and oral, in effect between the parties, relating to the subject matter hereof.
- b. If one or more of the provisions contained herein will for any reason be held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- c. The parties agree that the foregoing recitals are true and correct and incorporated herein by this reference.

-Signature Page to Follow-

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

DAWSON COUNTY, GEORGIA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DOWNTOWN DEVELOPMENT  
AUTHORITY OF THE CITY OF  
DAWSONVILLE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

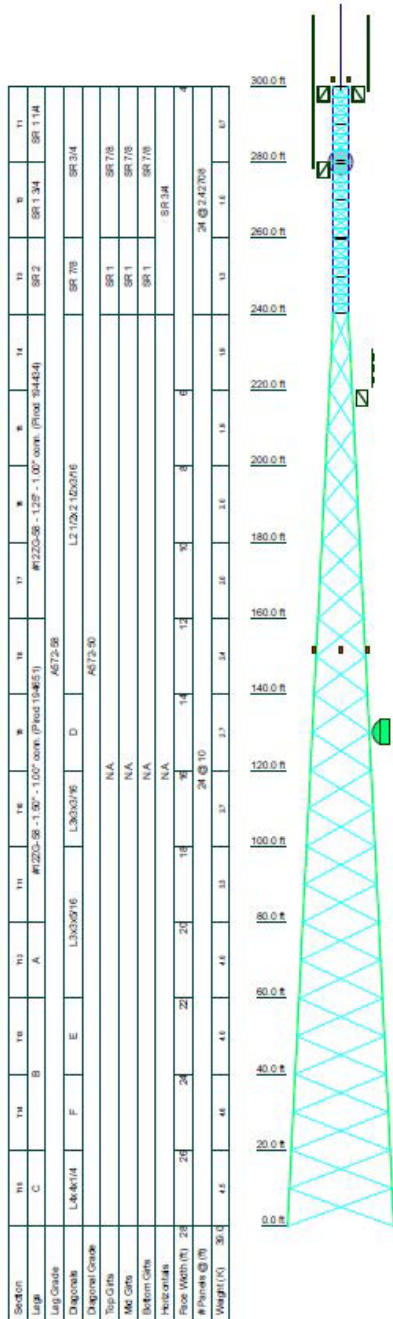
Attest:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# EXHIBIT A Design of Tower



## DESIGNED APPURTENANCE LOADING

TYPE	ELEVATION	TYPE	ELEVATION
21' LRE with 7'-6" lightning rod (arm=11.5')	300	HXB-6W(TR)	280
Beacon	300	SP1 BOG6	278
Beacon	300	ATC-G01V4C	220
ATC-G07V120-2	300	SP1 BOG6	218
ATC-G07V120-2	300	OB light	150
ATC-G07V120-2	300	OB light	150
TTA (24"x12"x8")	300	OB light	150
TTA (24"x12"x8")	300	3" x 17' 5ch. 80(3' 5" OD x 0.3" thk) FACE MOUNTED PIPE TO ATTACH DISHFRAME TIE BACK STRUT	130
TTA (24"x12"x8")	300	3" x 17' 5ch. 80(3' 5" OD x 0.3" thk) FACE MOUNTED PIPE TO ATTACH DISHFRAME TIE BACK STRUT	130
SP1 BOG6	296	SP1 R5 (Includes 4 5"x72" Pipe)	130
SP1 BOG6	296	HXB-6W(TR)	130
SP1 BOG6	296		
ATC-G07V120-4	280		
SP1 R5 (Includes 4 5"x72" Pipe)	280		

## SYMBOL LIST

MARK	SIZE	MARK	SIZE
A	#1220-58 - 1.75" - 1.00" conn. (TR-1) (Prod 195213)	D	L2 1/2x2 1/2x1/4
B	#1220-58 - 1.75" - 1.00" conn. (Prod 195217)	E	L3 1/2x3 1/2x1/4
C	#1220-58 BAGE - 1.75" - 1.25" conn. (Prod 281213)	F	L3 1/2x3 1/2x5/16

## MATERIAL STRENGTH

GRADE	Fy	Fu	GRADE	Fy	Fu
A572-58	58 ksi	75 ksi	A572-50	50 ksi	65 ksi

## TOWER DESIGN NOTES

1. Tower is located in Dawson County, Georgia.
2. Tower designed for Exposure C to the TIA-222-H Standard.
3. Tower designed for a 113 mph basic wind in accordance with the TIA-222-H Standard.
4. Tower is also designed for a 30 mph basic wind with 1.50 in ice. Ice is considered to increase in thickness with height.
5. Deflections are based upon a 60 mph wind.
6. Tower Risk Category III.
7. Topographic Category 1 with Crest Height of 0.00 ft
8. Considered T-Line Brackets to the top.
9. Tower design does not include Safety Climb Ladder. Break-down legs are designed to act as climbing facility.
10. Tower designed not to exceed 75% its structural capacity.
11. TOWER RATING: 74.8%

## ALL REACTIONS ARE FACTORED

## MAX. CORNER REACTIONS AT BASE:

DOWN: 264 K  
SHEAR: 28 K

UPLIFT: -221 K  
SHEAR: 23 K

AXIAL

173 K

SHEAR

7 K

MOMENT

1110 kip-ft

TORQUE 7 kip-ft

30 mph WIND - 1.5000 in ICE

AXIAL

53 K

SHEAR

42 K

MOMENT

5968 kip-ft

TORQUE 33 kip-ft

REACTIONS - 113 mph WIND

**valmont**

1545 Pidco Drive

ST. CLAIRS, IN

Valmont Industries, Inc. Global Telecom Phone: (574) 936-4221

FAX: (574) 936-6458

Job: **Quotation 576856-03**

Project: **U-28" x 300" - JC Burr Road**

Client: **Motorola**

Code: **TIA-222-H**

Path:

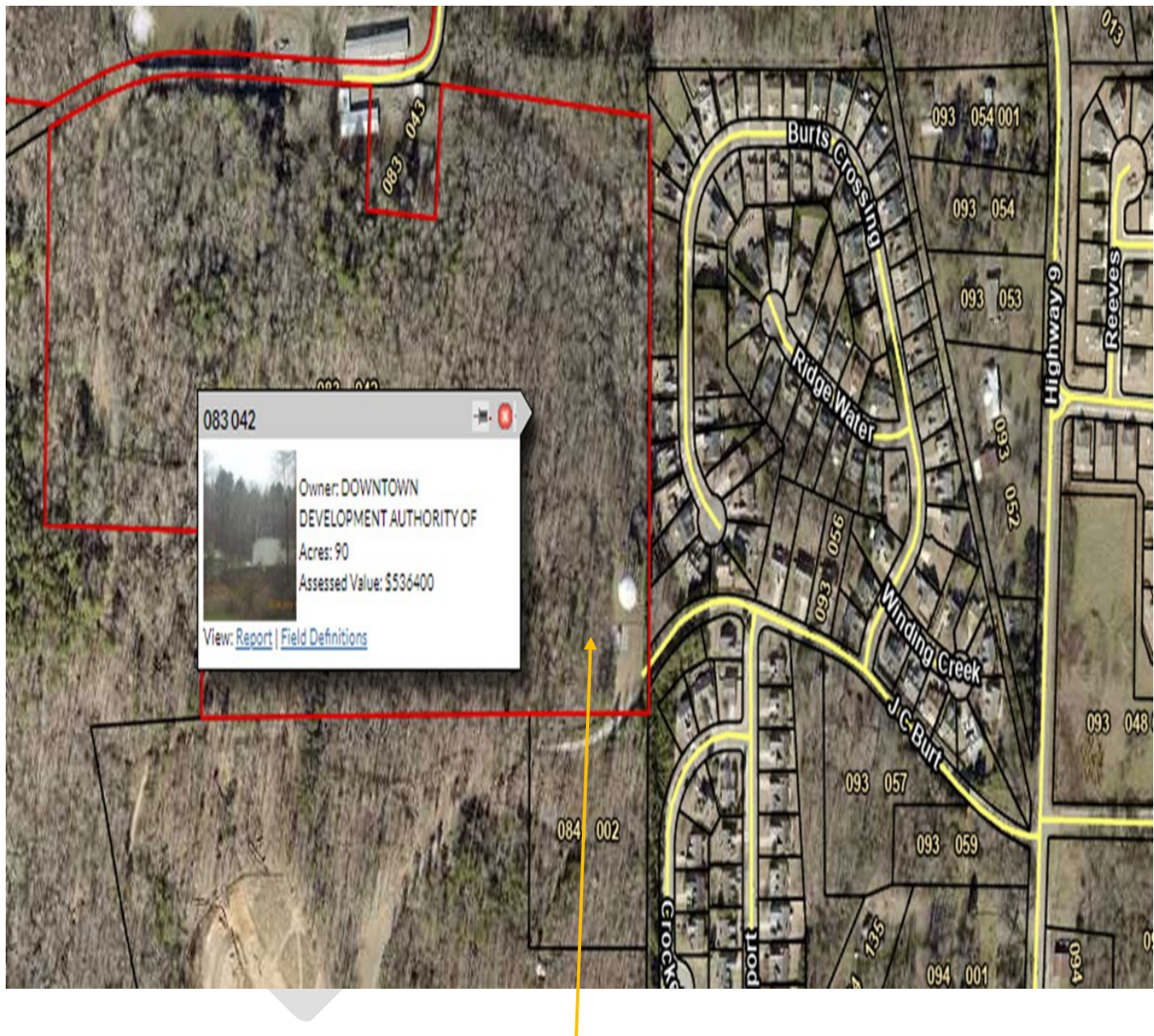
Drawn by: **NS**

Date: **09/14/23**

Scale: **NTS**

Dwg No: **E-1**

**EXHIBIT B**  
**Map of Location of Tower**



In order to upgrade the public safety radio communications system, the county has contracted with Motorola to build a new radio tower, fencing and pad. The County will reuse the existing propane tank, generator and equipment shelter in the vicinity behind the water tower.





# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 16

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

CITY COUNCIL MEETING DATE: 12/18/2023

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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**

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HISTORY/ FACTS / ISSUES:

**SEE ATTACHED OUTLINE**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager



## CITY MANAGER REPORT

PREPARED DECEMBER 12, 2023, FOR DECEMBER 18, 2023, AGENDA

**Christmas Tree Lighting, Parade, Jingle Market, Food Truck, Entertainment & Santa:** Our final event was a huge success and included our annual Christmas Tree Lighting, Jingle Market, Santa pictures, food trucks, and Parade on Saturday, November 18<sup>th</sup> as we welcomed the holiday season to Dawsonville.

**Christmas Decoration Contest:** We extended the deadline to December 18<sup>th</sup> for our decoration contest with The Place. Thus far we have eight entries. The DDA, the Chamber of Commerce, and sponsors are putting together cash prizes.

**City-Council:** The city and the county held a joint meeting with both passing a TSPLOST Resolution and IGA for a referendum to be included on the May 2024 ballot. Now it's up to the citizens.

**IGA with Dawson County and DDA:** We are working on an IGA to take to the DDA regarding extending the use of the radio tower area on Burt Creek Road.

**IGA with Sheriff's Office:** We are considering some suggestions from the agency for revision of the IGA. We will share more information soon.

**AEMC Donation:** You may remember that Amicalola Electric Membership Corporation donated funds that were used in Main Street Park. We received another donation of \$20,000.00 for economic development that will go towards restaurant kitchen equipment in our refurbished lease space.

**Rental Space - Distillery:** The Fire Marshal approved the engineered drawings and work is moving along nicely. The work is underway in the distillery with the plumber 90% complete, demolition is complete, carpentry construction, painting, and electrical work are underway. Work will start on the patio later this winter.

**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, which our Downtown Director has provided. This will be a portion of the community visioning stage of strategic planning. Our next meeting is January 25<sup>th</sup> at 6 PM. Please review the following link. [DOWNTOWN DAWSONVILLE STRATEGIC PLAN PUBLIC MEETING #1 RESULTS \(canva.com\)](#)

**Main Street Park Court Projects:** This project is nearing completion. The fence and lights are done, the final court surfacing is underway, next is striping and nets for the pickleball courts and striping for the basketball court.

**Skate Park:** Due to a backlog of orders and supply chain difficulties, it will be early 2024 before the new elements will be installed and the old elements relocated. Once the older equipment is relocated and added to the newer equipment on the new pad, the old pad will be converted to a rest room and shelter.

**Expansion of Disc Golf Course:** We received the executed IGA with the BOE for use of their property for disc golf. We will begin laying out the course in the next several weeks.

**Personnel Vacancies:** We continue to recruit and take applications for the Utility Collections Lead, Planning and Zoning Director, and Permit/License Technician positions that are vacant.

**Financial Fraud Prevention:** The City Manager and Finance Director met with United Community Bank's James Askew as we implement some additional steps to combat financial fraud.

**Impact Fees Study:** With approval and adoption of Comprehensive Plan, Adam Hazell at GMRC should be preparing his fee recommendations and our final CIP.

**Annexation Request:** The annexation of the Board of Education property at the corner of Allen Street and Perimeter Road was approved with a 3-1 vote at the Planning Commission Meeting 12.11.2023. It will come before the City Council Meeting 12.18.2023.

**DCA Historic Resource Survey \$6,000.00 Grant:** With the City Council awarding the contract, work should begin soon.

**GMRC Banquet:** We again hosted a very successful GMRC banquet on November 16<sup>th</sup> in the Pirkle Room.

**Well #112 Drilling:** We have recommendations and appraisals for a test well site and a promising spring location we will be bringing to the City Council.

#### **Georgia Racing Hall OF Fame:**

- The American flag wall repainting is complete funded by the city.
- The rear wall mural incorporating the design approved by the City Council is complete and looks great. It was not funded out of their GA Fund One grant.
- We have bid out several GA Fund One grant projects including new simulators and related computer packages, a 50's garage exhibit, installation of new doors off the Pirkle Room, and upgraded AV systems.
- The GRHOF will be removing some bathroom space converting it to storage.

#### **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.

**Lead & Copper Pipe Grant:** Staff have completed 75% of this labor-intensive project and are working on the last 25%.

**Wastewater Treatment Plant:** The design plans have been submitted to both USDA and EPD. 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 that must be expended by the end of 2026. Turnipseed Engineers have address U.S. Fish and Wildlife concerns, and we are awaiting approval.

#### **Roads & Streets:**

- **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.

**Dawson County Hazard Mitigation Task Force:** Last updated in 2018 with city participation, both the City Manager and the Public Works Director participated this week in a virtual working group revising the plan for 2023.

**Special Events:**

- We will be releasing 2024 food truck night dates soon.
- **Gospel In the Park:** Mark your calendars for May 11, 2024, as we host a gospel music festival in Main Street Park. Acts already confirmed for the event, include Randy & Mary Perry (Randy of the original The Perrys), Raven Harris (possibly the entire Raven Welch Band), in the works Jaden's Call, Karen Peck and New River with Josh Sims of Premier Rendition providing technical assistance with audio and lights.

**Main Street Park Projects:**

- **Playground & 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 over the inclusive playground area. We hope installation will occur this winter.
- **Picnic Shelters #1 and #3:** Electrical power has been installed at both shelters.
- **Disc Golf:** Discussed above.
- **Basketball Court & Pickleball Courts:** Discussed above.
- **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. We have learned that John Megal may be interested in sponsoring the amphitheater.
- **Dog Park:** A ribbon cutting is being planned.
- **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 power is at shelters #1 and #3 and the court complex and should be completed in the next two weeks.

**Leak Adjustments:** There were three leak adjustments this month, \$157.54 for water and \$193.73 for sewer for a total of \$351.27.

**Calendar YTD \$3,421.09 totals for the same period last year totaled \$16,693.24 reducing lost revenue and saving water thanks to our upgraded radio-read meter system.**



# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 17

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

CITY COUNCIL MEETING DATE: 12/18/2023

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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 NOVEMBER 30, 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 - November 30, 2023

42%

	Budget	Actual	Percentage
REVENUES			
Taxes	\$ 2,457,600	\$ 1,268,428	51.61%
Licenses and permits	92,300	54,873	59.45%
Intergovernmental revenues	6,000	-	0.00%
Fees	297,550	79,108	26.59%
Other	409,895	92,778	22.63%
Total revenues	3,263,345	1,495,187	45.82%
EXPENDITURES			
Department:			
Council	162,200	72,685	44.81%
Mayor	63,700	6,812	10.69%
Elections	20,000	932	4.66%
Administration	1,037,433	376,410	36.28%
City Hall building	174,460	125,877	72.15%
Animal control	2,040	100	4.90%
Roads	796,000	277,531	34.87%
Parks	104,000	32,922	31.66%
Planning and zoning	572,839	206,479	36.04%
Economic development	330,673	180,251	54.51%
Total expenditures	3,263,345	1,279,999	39.22%
TOTAL REVENUES OVER EXPENDITURES		215,188	
Transfer in From Reserves		(215,188)	
NET CHANGE IN FUND BALANCE		-	

CITY OF DAWSONVILLE, GEORGIA  
WATER, SEWER, AND GARBAGE FUND  
July 1, 2023 - November 30, 2023

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Water fees	\$ 895,000	\$ 424,498	47.43%
Sewer fees	916,000	500,961	54.69%
Garbage fees	230,200	145,460	63.19%
Miscellaneous	<u>556,507</u>	<u>95,084</u>	<u>17.09%</u>
Total revenues	<u>2,597,707</u>	<u>1,166,003</u>	<u>44.89%</u>
EXPENDITURES			
Depreciation	633,000	289,527	45.74%
Garbage service	230,200	161,335	70.08%
Group insurance	200,000	52,931	26.47%
Insurance	600	-	0.00%
Interest	87,450	29,096	33.27%
Payroll taxes	36,000	11,516	31.99%
Professional	201,000	97,991	48.75%
Miscellaneous	166,205	277,765	167.12%
Repairs/supplies	274,000	118,363	43.20%
Retirement	30,000	14,444	48.15%
Salaries	451,852	153,783	34.03%
Technical services	88,000	56,643	64.37%
Utilities	<u>199,400</u>	<u>75,032</u>	<u>37.63%</u>
Total expenditures	<u>2,597,707</u>	<u>1,338,426</u>	<u>51.52%</u>
INCOME (LOSS)		<u><u>(172,423)</u></u>	



CITY OF DAWSONVILLE, GEORGIA  
SPLOST VI  
July 1, 2023 - November 30, 2023

**SPLOST VI**

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Taxes	-	-	#DIV/0!
Interest	-	629	#DIV/0!
Other	<u>59,000</u>	<u>-</u>	<u>0.00%</u>
Total revenues	<u>59,000</u>	<u>629</u>	<u>1.07%</u>
EXPENDITURES (Capital Outlays)			
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	3,750	41.67%
Parks and recreation	<u>-</u>	<u>-</u>	<u>0.00%</u>
Total expenditures	<u>59,000</u>	<u>3,750</u>	<u>6.36%</u>
TOTAL REVENUES OVER EXPENDITURES		(3,121)	
Transfer in From Reserves		<u>3,121</u>	
NET CHANGE IN FUND BALANCE		<u><u>-</u></u>	

## CITY OF DAWSONVILLE, GEORGIA

## SPLOST VII

July 1, 2023 - November 30, 2023

**SPLOST VII**

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Taxes	1,000,000	500,672	50.07%
Interest	21,000	33,014	157.21%
Other	<u>1,679,000</u>	<u>-</u>	<u>0.00%</u>
Total revenues	<u>2,700,000</u>	<u>533,686</u>	<u>19.77%</u>
EXPENDITURES (Capital Outlays)			
City hall acquisition	250,000	40,250	16.10%
Roads and sidewalks	1,000,000	88,983	8.90%
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>336,809</u>	<u>0.00%</u>
Total expenditures	<u>2,700,000</u>	<u>466,042</u>	<u>17.26%</u>
TOTAL REVENUES OVER EXPENDITURES		67,644	
Transfer in From Reserves		<u>(67,644)</u>	
NET CHANGE IN FUND BALANCE		<u><u>-</u></u>	



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 18

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SUBJECT: **ADMINISTER OATH OF OFFICE TO ELECTED OFFICIALS**

CITY COUNCIL MEETING DATE: 12/18/2023

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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 ADMINISTER OATH OF OFFICE TO ELECTED OFFICIALS**

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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: Mike Eason, Mayor



# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 19

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SUBJECT: **2024 MAYOR PRO TEMPORE APPOINTMENT**

CITY COUNCIL MEETING DATE: **12/18/2023**

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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 APPOINT THE 2024 MAYOR PRO TEMPORE AS PER SECTION 2.20 OF THE CHARTER**

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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 A. Banister, City Clerk