

**MINUTES**  
**CITY OF DAWSONVILLE DOWNTOWN DEVELOPMENT AUTHORITY**  
**G.L. Gilleland Council Chambers, City Hall 2<sup>nd</sup> Floor**  
**Monday, January 22, 2024**  
**5:30 P.M.**

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1. **CALL TO ORDER:** William Illg called the meeting to order at 5:32 pm.
2. **ROLL CALL:** Present were members Trey Thomas, Jonathan Campbell, Tasha Howell, Dwight Gilleland, Jamie McCracken and William Illg.  
  
Mary Wright was not in attendance.  
  
City Staff in attendance included Downtown Development Director Amanda Edmondson and City Clerk Beverly Banister.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Jamie McCracken.
4. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by T. Howell; second by D. Gilleland. Vote carried unanimously in favor.
5. **APPROVE MEETING MINUTES**
  - Regular Meeting held November 9, 2023Motion to approve the minutes as presented made by D. Gilleland; second by J. McCracken. Vote carried unanimously in favor.
6. **REVIEW FINANCIALS THROUGH DECEMBER 2023:** Board reviewed financials. No questions or comments.
7. **DIRECTOR'S REPORT – AMANDA EDMONDSON:**
  - **LIGHT UP DAWSONVILLE:** An overview was provided of the Light Up Dawsonville program and the winners for decorating went to Ben King for Best Individual Home, Etowah Water & Sewer for Best Business (Donated their winnings to The Place) and Blacks Mill Preserve for Best Neighborhood Entrance. Overall, being the first year, the program was very successful with the anticipation of more interest the next year. Appreciation of all the sponsors and participation of everyone in support of The Place was expressed.
  - **GOSPEL IN THE PARK:** The first act as provided for by the DDA has been contracted and secured for the event. Vendors and food trucks will be planned for the event as well.
  - **STREET BANNERS:** The banners are ready to go and will be installed downtown once the weather cooperates; completion of the installation is anticipated for February. She further noted the company is using the Downtown Dawsonville design for their brochures which provides additional advertising for the downtown.

**NEW BUSINESS**

8. **CONSIDERATION OF GRANT APPLICATION:** Tim Costley, the grant applicant, provided detailed information on his plans for the property; some of which are already in progress. The Board discussed with Mr. Costley the overall use of the property and clarified some points of his project.  
  
Motion to table the grant application to the March 25, 2024 Downtown Development Authority meeting made by J. McCracken; second by T. Thomas. Vote carried unanimously in favor.
9. **INTERGOVERNMENTAL AGREEMENT WITH DAWSON COUNTY:** Motion to approve the Intergovernmental Agreement with Dawson County as presented made by T. Thomas; second by J. McCracken. Vote carried unanimously in favor. (Exhibit "A")
10. **UPDATE CHECKING ACCOUNT AUTHORIZED SIGNATURES AND DEBIT CARD:** Motion to approve adding all current members as check signers to the Downtown Development Authority's checking account and putting the debit card in Will Illg's name made by J. McCracken; second by J. Campbell. Vote carried unanimously in favor.
11. **COLLABORATIVE NASCAR ADVERTISEMENT:** Motion to approve the full expenditure of \$2,500 for the NASCAR advertisement with the understanding of receiving reimbursement of \$833.33 each from Georgia Racing Hall of Fame and Atlanta Motorsports Park as partners of the advertisement made by D. Gilleland; second by T. Howell. Vote carried unanimously in favor.

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**ANNOUNCEMENTS**

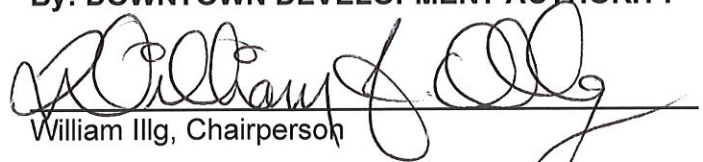
- Filed Annual Registration with DCA is completed.
- Required DDA Trainings for Trey and Mary
- Strategic Plan Meeting is scheduled for January 25, 2024 at 6:00 pm.

**ADJOURNMENT:**

At 6:29 p.m. a motion to adjourn the meeting was made by J. McCracken; second by T. Thomas.  
Vote carried unanimously in favor.

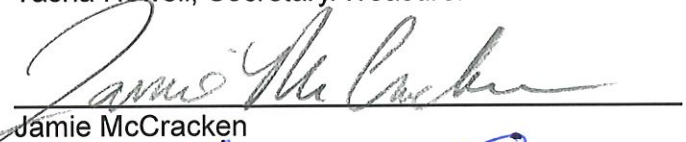
***Approved this 25<sup>th</sup> day of March 2024.***

**By: DOWNTOWN DEVELOPMENT AUTHORITY**

  
William Ilg, Chairperson

  
Jonathan Campbell, Vice Chairperson

  
Tasha Howell, Secretary/Treasurer

  
Jamie McCracken

  
Dwight Gilleland

  
Mary Wright

*Absent*

Trey Thomas

Attest:

  
Beverly A. Banister, City Clerk



**INTERGOVERNMENTAL AGREEMENT REGARDING A COMMUNICATIONS TOWER  
TO BE CONSTRUCTED AND LOCATED AT PARCEL No. 083 042, 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 \_\_\_\_\_ 2024 (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 on a corner piece of PARCEL No. 083 042, near J. C. Burt, 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 on a corner piece of PARCEL No. 083 042, near J. C. Burt, 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: [Signature]

Name: William A. Ilg

Title: Chair

Date: 1/22/24

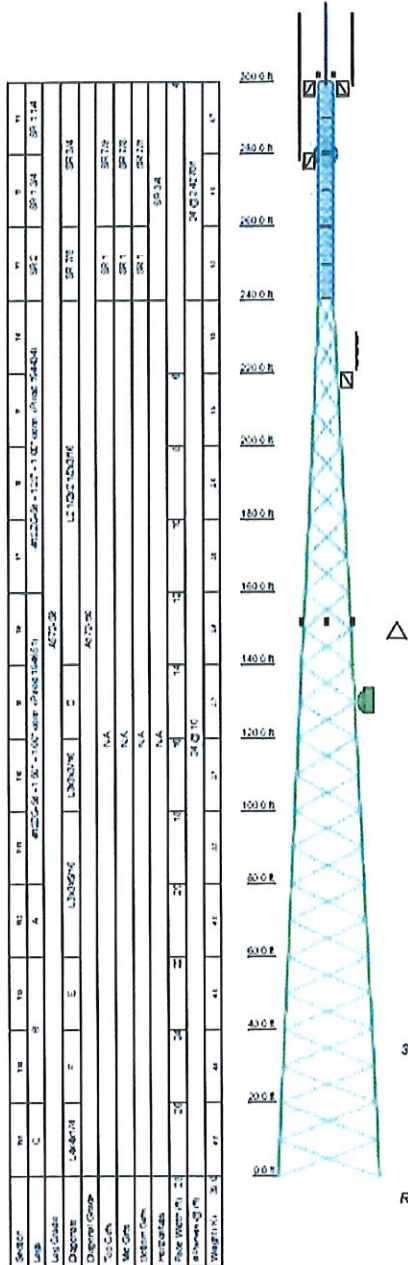
Attest: [Signature]

Name: Beverly A. Banister

Title: City Clerk



# **EXHIBIT A** **Design of Tower**



## **DESIGNED APPURTENANCE LOADING**

TYPE	ELEVATION	TYPE	ELEVATION
21 LFE with 7.4 1/2" x 1/2" rod	200	HS-60(WTR)	200
Beacon	200	SP1800G	200
ATC-GCTV120-2	200	ATC-GCTV120-2	200
ATC-GCTV120-2	200	SP1800G	200
ATC-GCTV120-2	200	CB 1/2"	150
TTA(24"x12")	200	CB 1/2"	150
TTA(24"x12")	200	7 x 17 1/2" x 80 3/4" CO x 9 1/2" DIA	150
TTA(24"x12")	200	FACE MOUNTED PIPE TO ATTACH	150
SP1800G	200	DISE FRAME THE BACK STRUT	150
SP1800G	200	7 x 17 1/2" x 80 3/4" CO x 9 1/2" DIA	150
SP1800G	200	FACE MOUNTED PIPE TO ATTACH	150
ATC-GCTV120-4	200	DISE FRAME THE BACK STRUT	150
SP1800G (includes 4 5/8" x 72" Pipe)	200	SP1800G (includes 4 5/8" x 72" Pipe)	150
		HS-60(WTR)	150

## **SYMBOL LIST**

MARK	SIZE	MARK	SIZE
A	#1270-58 - 170 - 100' (incl. 1/2" Rod)	G	L2 1/2" x 1/2" x 1/4"
B	#1270-58 - 170 - 100' (incl. 1/2" Rod)	E	L3 1/2" x 1/2" x 1/4"
C	#1270-58 BME - 170 - 100' (incl. 1/2" Rod)	F	L3 1/2" x 1/2" x 1/4"

## **MATERIAL STRENGTH**

GRADE	Fy	Fu	GRADE	Fy	Fu
A372-58	58 ksi	75 ksi	A372-58	58 ksi	75 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 I 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 RATINGS: 74.8%

ALL REACTIONS  
ARE FACTORED

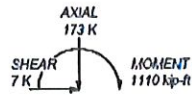
MAX. CORNER REACTIONS AT BASE:

DOWN: 264 K

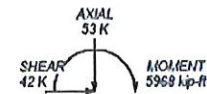
SHEAR: 28 K

UPLIFT: -221 K

SHEAR: 23 K



TORQUE 7 kip-ft  
30 mph WIND - 1,500 in ICE

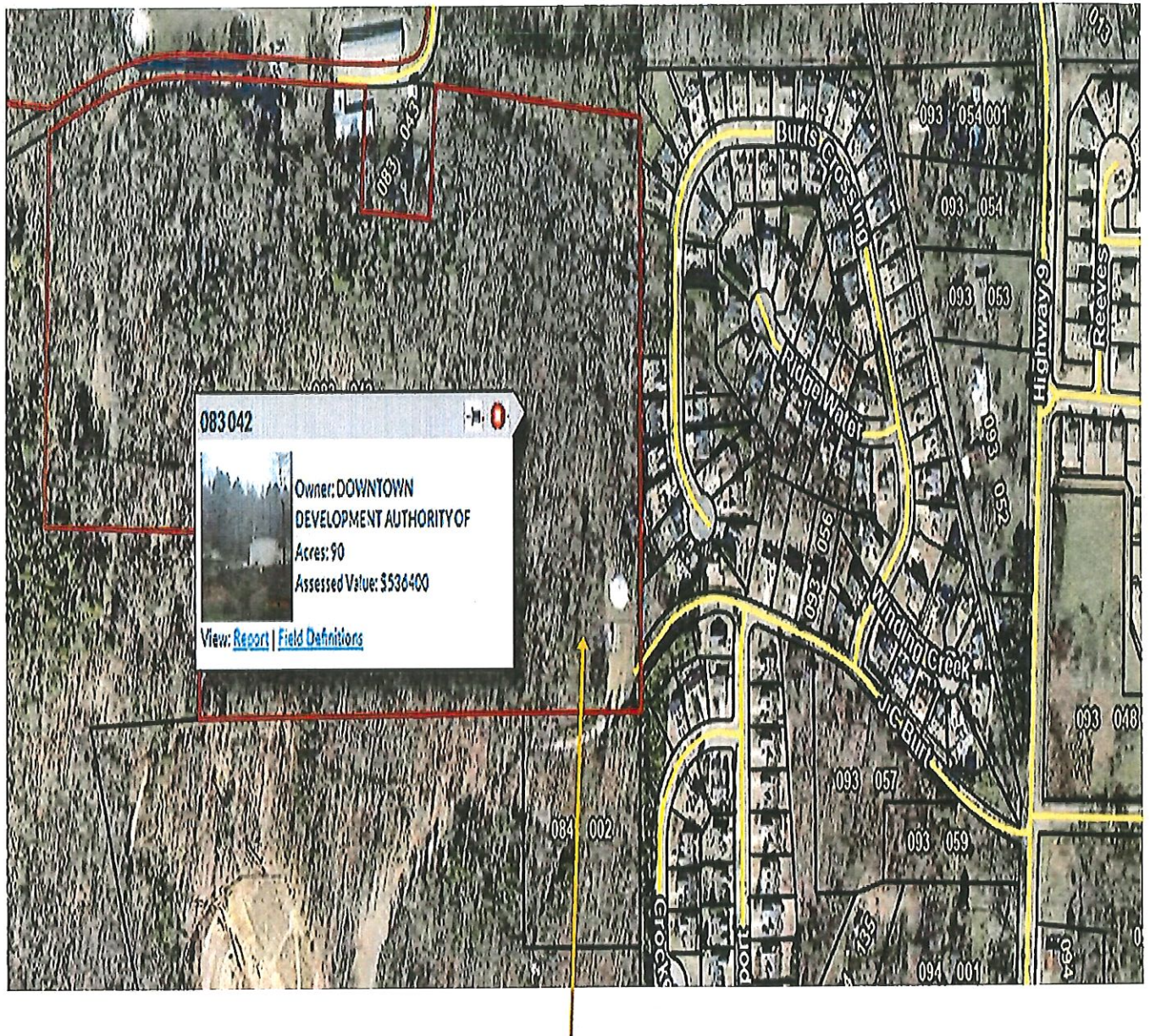


TORQUE 33 kip-ft  
REACTIONS - 113 mph WIND

<b>valmont</b>		1545 Pidco Drive Plymouth, IN		Quotation 576856-03	
Sales Office		Phone: (574) 930-4221		From: U-28' x 300' - JC Burt Road	
Fax: (574) 930-0458		FAX: (574) 930-0458		Client: Motorola	Quantity: NS
				Code: TIA-222-H	Date: 02/14/23
				Scale: NTS	Drawn: 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.