

**MINUTES**  
**CITY COUNCIL REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, August 5, 2024**  
**5:00 P.M.**

---

1. **CALL TO ORDER:** Mayor Walden called the meeting to order at 5:01 pm.
2. **ROLL CALL:** Present were Councilmember William Illg, Councilmember Sandy Sawyer, Councilmember Mark French, Councilmember Caleb Phillips, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Finance Director Robin Gazaway and Planning Director Ron Haynie.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Illg.
4. **ANNOUNCEMENTS:** Family Connection will be hosting the Family Fair event at Main Street Park on August 16, 2024 at 6:00 pm. The Class of 2025 Leadership Dawson starts this week and both Councilmember Sawyer and Downtown Director Amanda Edmondson will be participating. Food Truck Friday last week was a great event along with Public Safety Night. Outback Steakhouse is donating a portion of their proceeds today to the United Way.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by W. Illg; second by M. French. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** None
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a-b) made by S. Sawyer; second by C. Phillips. Vote carried unanimously in favor.
  - a. Approve Minutes
    - Regular Meeting and Work Session held July 15, 2024
    - Executive Session held July 15, 2024
  - b. Approve Equipment Lease Agreement for New Postage System

**BUSINESS**

8. **ORDINANCE NO. 02-2024: AN ORDINANCE TO AMEND SECTION 2-110 TO PROVIDE FOR NEW RATES FOR WATER AND SEWER SERVICE; AND FOR OTHER PURPOSES. FIRST READING: JULY 15, 2024; SECOND READING AND CONSIDERATION TO ADOPT: AUGUST 5, 2024.**

Finance Director Robin Gazaway read the second reading of the proposed ordinance.

Motion to approve Ordinance No. 02-2024 as presented made by C. Phillips; second by M. French. Vote carried unanimously in favor. (Exhibit "A")

9. **ZA C2400125:** Davis Engineering & Surveying has petitioned a zoning amendment for TMP D03 014 and 092B 011; located at 401 HWY 9 North from HB (Highway Business) and LI (Light Industrial) to R-6 (Multiple-Family Residential). Public Hearing Dates: Planning Commission on Monday, June 10, 2024, and City Council Monday, June 17, 2024. City Council for a decision on Monday, July 15, 2024. Decision tabled to August 5, 2024

Planning Director Ron Haynie read the request.

Motion made by W. Illg to deny ZA C2400125; second by M. French. Councilmember Illg stated his reasons for denying the request to rezone to R6 is that this area is identified as the gateway corridor in the City's Comprehensive Plan which should transition from high density in the City to lower density into the rural portions of the County. He also believes the property's best use is as it is already zoned; highway business and light industrial. Vote did not carry with three opposed (French, Phillips, Sawyer) and one in favor (Illg).

Councilmember French explained his concerns regarding parking within the development in which cars could end up parking on the street and in turn could cause EMS vehicles not to be able to pass on the road. His request to the engineer, Rachel Burton, was to reduce the number of units to 23 in order to create an overflow parking area. Ms. Burton stated they could likely utilize some of the greenspace available so as not to lose units. Councilmember Sawyer stated she also has concerns regarding safety and would like to see the availability of additional parking.

**MINUTES**  
**CITY COUNCIL REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, August 5, 2024**  
**5:00 P.M.**

---

Motion made by C. Phillips to approve ZA C2400125 with the following conditions:

- Install privacy fence along the property lines of lots 1-25
- Install privacy fence and a planted buffer along the adjacent property of TMP D03 015
- Install a planted buffer along Northwest LL 441
- Install brick and/or rock water table façade on the front of the townhomes
- Entrance monument shall be the same brick and/or rock material
- Townhomes shall be a minimum of 1,600 square feet heated floor space
- Development plans submitted shall include parking through a combination of overflow parking lots or spaces, driveway length, garage spaces, or a reduction in units such that there are three parking spaces available for each unit in the development

Second by M. French. Vote carried three in favor (Phillips, French, Sawyer) and one opposed (Illg).

- 10. BURT CREEK ROAD PAVING PROJECT UPDATE:** Public Works Director Hansard stated pieces of the road were cored last week and thin spots were found which could indicate a need for a change order but is uncertain at this time of how much it would be. Councilmember Phillips asked if the Council could be made aware of the amount and then have the change order ratified at the next meeting to avoid any delays in paving; Attorney Tallant stated it could be handled that way.
- 11. THUNDER RIDGE SUBDIVISION:** Attorney Tallant explained the first developer did not complete the amenities package in the subdivision causing the residents to complain. He stated he has been working with the new developer's attorney to make it so the future building phases would provide a guarantee to have the amenities completed. This is being done through an agreement in which he is asking approval for from the Council and provided details contained within the agreement.

Motion made to approve the Agreement Related to the Thunder Ridge Development made by W. Illg; second by M. French. Vote carried unanimously in favor. (Exhibit "B")

**MAYOR AND COUNCIL REPORTS:**

Councilmember Illg reported the Dawson Football season has started. Mayor Walden reported he was proud to represent the City at the 2024 Georgia Racing Hall of Fame Inductee banquet and he further encouraged everyone to check out the new improvements at the museum. Councilmember French shared that citizens of Dawson County could tour the museum for free. Councilmember Illg and Sawyer inquired about the Station House and Granddaddy Mimms opening; City Manager Bolz reported the Station House should open on August 10<sup>th</sup> and Granddaddy Mimms is getting close but does not have an opening date yet.

**ADJOURNMENT**

At 5:24 p.m. a motion to adjourn the meeting was made by S. Sawyer; second by C. Phillips. Vote carried unanimously in favor.

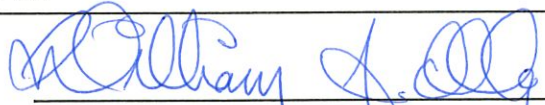
***Approved this 19<sup>th</sup> day of August 2024***

By: CITY OF DAWSONVILLE

  
\_\_\_\_\_  
John Walden, Mayor

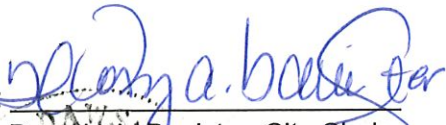
  
\_\_\_\_\_  
Caleb Phillips, Councilmember Post 1

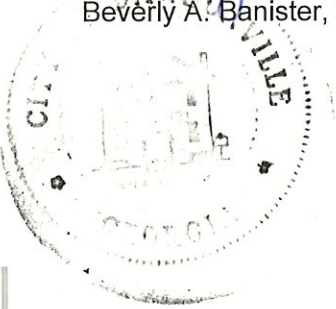
MINUTES  
CITY COUNCIL REGULAR MEETING  
G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor  
Monday, August 5, 2024  
5:00 P.M.

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

  
\_\_\_\_\_  
Sandra Sawyer, Councilmember Post 3

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

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



Subject Matter: Water/Sewer Rates  
 Date of First Reading: July 15, 2024  
 Date of Second Reading: August 5, 2024  
 Date of Adoption: August 5, 2024  
 Effective Date: Sept 1, 2024

**ORDINANCE NO. 02-2024**

**AN ORDINANCE TO AMEND SECTION 2-110 TO PROVIDE FOR NEW RATES FOR WATER AND SEWER SERVICE; AND FOR OTHER PURPOSES.**

WHEREAS, the Mayor and City Council desire to amend the fee schedule associated with water and sewer service; and

WHEREAS, the Mayor and City Council desire to adopt such fee schedule amendment.

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

**SECTION 1.**

Section 2-110 of Chapter 2, Article IV of the Code of the City of Dawsonville, Georgia, is hereby amended by repealing existing subsection 2-110(7)(a) and replacing it in its entirety with a new subsection 2-110(7)(a) as follows:

**(7) WATER/SEWER (CHAPTER 14):**

***a. Water/sewer fees. “+” indicates that the cost is the amount listed plus the actual cost of material and labor expended by the city, if installed by the city.***

14-22(a). Residential water service rates, within corporate limits:	
0 - 1,500 gallons, minimum (base charge)	\$23.79
1,501 - 5,000, per 1,000 gallons	\$5.67
5,001 - 10,000, per 1,000 gallons	\$5.97
>10,000, per 1,000 gallons	\$6.23
14-22(a). Commercial/industrial water service rates, within corporate limits:	
0 – 1,500 gallon users, minimum (base charge)	\$35.12
1,501 - 5,000, per 1,000 gallons	\$7.93
5,001 - 10,000, per 1,000 gallons	\$8.50

>10,000, per 1,000 gallons	\$9.06
14-22(a). Residential water service rates, outside corporate limits	
0 - 1,500 gallons, minimum (base charge)	\$35.12
1,501 - 5,000, per 1,000 gallons	\$7.93
5,001 - 10,000, per 1,000 gallons	\$8.50
>10,000, per 1,000 gallons	\$9.06
14-22(a). Commercial/industrial water service rates, outside corporate limits:	
0 - 1,500 gallon users, minimum (base charge)	\$47.59
1,501 - 5,000, per 1,000 gallons	\$7.93
5,001 - 10,000, per 1,000 gallons	\$8.50
>10,000, per 1,000 gallons	\$9.06
14-22(b). Residential sewer service rates, within corporate limits:	
0 - 1,500 gallons, minimum (base charge)	\$34.66
1,501 - 5,000, per 1,000 gallons	\$9.71
5,001 - 10,000, per 1,000 gallons	\$11.09
>10,000, per 1,000 gallons	\$12.48
14-22(b). Commercial/industrial sewer service rates, within corporate limits:	
0 - 1,500 gallon users, minimum (base charge)	\$83.16
1,501 - 5,000, per 1,000 gallons	\$11.78
5,001 - 10,000, per 1,000 gallons	\$13.16
>10,000, per 1,000 gallons	\$14.56
14-22(b). Residential sewer service rates, outside corporate limits:	
0 - 1,500 gallons, minimum (base charge)	\$51.97
1,501 - 5,000, per 1,000 gallons	\$11.78

5,001 - 10,000, per 1,000 gallons	\$13.16
>10,000, per 1,000 gallons	\$14.56
14-22(b). Commercial/industrial sewer service rates, outside corporate limits:	
0 - 1,500 gallon users, minimum (base charge)	\$103.96
1,501 - 5,000, per 1,000 gallons	\$13.86
5,001 - 10,000, per 1,000 gallons	\$15.25
>10,000, per 1,000 gallons	\$16.63
14-22(c). Bulk water purchase from city water plant by truck or portable device	
Per every 1,000 gallons, or any portion thereof	\$11.00
14-23(a). Water service connection fees (times the number of connections desired):	
¾ inch (irrigation only)	\$1,000.00
¾ inch, (only be available for residential purposes appropriate to the anticipated usage)	\$4,400.00
1 inch (irrigation only)	\$2,000.00
1 inch	\$6,050.00
1½ inches	\$9,350.00+
2 inches	\$14,300.00+
3 inches	\$28,050.00+
4 inches	\$44,550.00+
6 inches	\$66,550.00+
8 inches	\$99,550.00
2' through 8' (fire line only to be used in the event of a firefighting/fire suppression; unauthorized use requires payment of standard connection fee)	\$4,000.00
14-23(b). Sewer service connection fees (times the number of connections desired):	

¾ inch, (only be available for residential purposes appropriate to the anticipated usage)	\$5,775.00
1 inch	\$7,975.00
1½ inches	\$11,000.00
2 inches	\$19,800.00
3 inches	\$33,550.00
4 inches	\$55,550.00
6 inches	\$83,050.00
8 inches	\$116,050.00
14-23(c). Reconnection Fee, per occurrence	\$100.00
14-23.1(a). Residential security deposit for applicant owning/renting the property to be serviced	\$150.00
14-23.1(b). Commercial security deposit for applicant with a meter size ¾" and 1" meter (amount doubles if business has 10 or more employees)	\$150.00
14-23.1(b). Commercial security deposit for applicant with a meter size 1½", 2" and 3" meter (amount doubles if business has 10 or more employees)	\$300.00
14.23.1(b). Commercial security deposit for applicant with a meter size 4" and above (amount doubles if business has 10 or more employees)	\$500.00
14.23.1(c). Administrative start-up fee	\$15.00
14-24(a)(I). Late fee for non-payment of water, sewer, and/or garbage bill within 20 days of bill date	\$10.00
Theft of water/services/unauthorized use of water or water infrastructure.	Up to \$1000.00 per violation.

**SECTION 2.**

If any section, provision or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or if the provisions of any part of this Ordinance as applied to any

particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent that this Ordinance would have been adopted had such invalid portion not been included herein.

**SECTION 3.**

All Ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 4.**

This ordinance shall become effective on **September 1, 2024** , the public good demanding the same.

**SO ADOPTED AND ORDAINED** by the City Council of Dawsonville, Georgia, this 5 day of August, 2024.

**MAYOR AND DAWSONVILLE CITY COUNCIL**

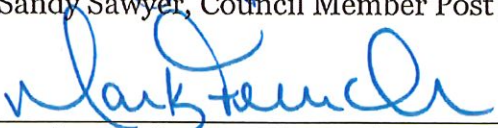
By:

  
John Walden, Mayor

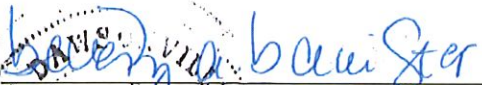
  
Caleb Phillips, Council Member Post 1

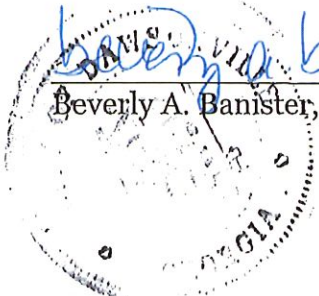
  
William Ilg, Council Member Post 2

  
Sandy Sawyer, Council Member Post 3

  
Mark French, Council Member Post 4

ATTESTED TO BY:

  
Beverly A. Banister, City Clerk





## Agreement Related to the Thunder Ridge Development

This Memorandum of Understanding and Agreement ("MOU") is entered into between Garden Street Communities Southeast, LLC, ("Garden Street") and LCG Residential, LLC ("LCG"), and the City of Dawsonville, Georgia, a Georgia Municipal Corporation ("City") on this \_\_\_ day of \_\_\_\_\_, 2024.

WHEREAS there exists in the City a development commonly known as Thunder Ridge ("TR") consisting of multiple phases of development;

WHEREAS, an amenities package was to be completed as part of Phase I of TR, said amenities being further described herein;

WHEREAS, the amenities for Phase I of TR, which amenities were to be for the use and enjoyment of multiple phases of the development, were not completed by LCG, who was the initial developer of TR;

WHEREAS, multiple years have passed since the initial development of Phase I of TR, and certain infrastructure has aged and may be further degraded by future development of remaining phases of TR;

WHEREAS Garden Street desires to assume ownership of and construction of the remaining phases of the TR development;

WHEREAS, the City understands and acknowledges that Garden Street neither caused (nor is responsible) for LCG's failure to comply with the current conditions at TR, and that LCG remains responsible for any deterioration and outstanding commitments (including those commitments secured by bonds) within TR, except as otherwise detailed within this MOU;

WHEREAS, Garden Street understands and acknowledges the need to complete the amenities for the TR development as well as address the repair and topcoat of Phase I roads;

AND WHEREAS, the City and Garden Street have come to an agreement on the timing of the development of the amenities for TR and the repair to the roads within the TR development;

NOW THEREFORE, this MOU shall establish the conditions and timelines for the approvals, construction and completion of TR.

Section 1. The foregoing recitals are incorporated as if fully restated herein.

Section 2. Defined terms:

- a. *Full amenity package* shall mean the full amenity package previously and currently defined as including community pool, community clubhouse, mail kiosk, related parking, playground, walking trails with exercise stations as depicted on the materials attached hereto as Exhibit A.
- b. *Phase I/Phase II amenities* shall mean the pool, clubhouse, mail kiosk, area lighting and parking facility paved, and shall all be that portion of the "full amenity package" required to be completed concurrently with the construction of residential homes in Phase II.

Section 3. Terms of this MOU:

- a. Upon the effective date of this MOU after approval has been given by both parties, the City shall approve the final plat of Phase II. Moreover, upon proper application to the City, building permits for the construction of single-family residential units shall issue for the lots (18 total lots) in Phase II of the TR development. In the course of developing Phase II of the TR development, certificates of occupancy ("CO") shall not be denied so long as all requirements for the issuance of CO's are met per City ordinances. Moreover, provided compliance with all relevant rules, ordinances and requirements, the City **shall** not delay approval and permitting of Phases III and IV of TR, in a manner substantially consistent with Garden Street's proposed plans.
- b. The *Phase I/Phase II amenities* shown in the design attached hereto as Exhibit A shall be permitted and construction begun during construction of the 18 homes in Phase II. No portion of any residential construction of a home, whether vertical, foundational or otherwise, shall be permitted in Phase III or any other subsequent phase of the TR development until the Phase I/Phase II amenity area is completed. Notwithstanding, "land development" (including, but not limited to: (i) the submission and approval of construction plans and permits necessary for the development of Phase III and IV into a residential development consisting of a minimum of 170 Lots, AND (ii) horizontal construction -but not single-family residential building construction- in Phase III may move forward while the Phase I/Phase II amenities are constructed.
- c. Street widths for Phases III and IV shall meet the requirements of City Code Section 109-30, Subpart B for the 50' ROW and 30' back of curb to back of curb requirement (this requirement shall not apply to the construction of any secondary emergency access).
- d. The final lift of asphalt top coat for Thunder Valley within Phase 1 (and accompanying repairs) shall be undertaken and completed at the conclusion of horizontal construction of Phase 3 or 4 (whichever shall occur later). Otherwise, the final lift of asphalt top coat (and accompanying repairs) for secondary roads in Phase I shall be undertaken at such time as the paving is undertaken for the parking area associated with the Phase I/ Phase II amenity.
- e. Existing natural vegetation shall be deemed to satisfy any buffer requirements for Phases II, III & IV;
- f. The City shall not require additional traffic studies or offsite traffic improvements for the approval, construction, or final plat of Phases II, III or IV, except for the completion of an emergency access from TR to JC Burt Rd, across land owned by the City, which the parties agree shall be undertaken at a mutually agreeable time, either as a component of the construction of Phase III or Phase IV ("Secondary Emergency Access"). It is further acknowledged that GDOT approval for access to TR from Highway 9 [previously provided] together with construction of the "Secondary Emergency Access" required by the Fire Marshal are the only offsite conditions required for the issuance of all permits and approvals for the remaining phases of TR.

Moreover, the City acknowledges that (i) it shall provide an access and construction easement necessary for the construction of the Secondary Emergency Access to Garden Street and (ii) upon completion and dedication of the Secondary Emergency Access, it agrees to accept same for perpetual operation and maintenance after compliance with all requirements of the City's infrastructure dedication ordinance.

- g. Except as otherwise identified herein, LCG remains responsible for the construction, maintenance and repair of any infrastructure secured by bonds from LCG. In the event that said construction, maintenance or repairs secured by the bonds are not completed in accordance with the terms of the bonds, the City shall undertake the necessary measures to enforce and recover from LCG and/or the surety pursuant to the terms of the bonds.
- h. The *full amenity package* as defined above shall be completed prior to the completion of Phases III and IV of the TR development. Garden Street shall keep the City informed of all plans for the completion of the *full amenity package*, and shall provide the City a schedule for completion of the *full amenity package*, no later than the start of vertical residential construction in Phases III and IV of the TR development. The schedule shall include milestones based on the percentage of homes for which certificates of occupancy have been issued (i.e. milestones at 25%, 50% and 75% of the certificates of occupancy) for Phases III and IV combined. The schedule for completion shall require completion of the full amenity package not later than the issuance of 85% of the certificates of occupancy for Phases III and IV, and if the amenity package is not complete by that milestone, the City shall be entitled to withhold certificates of occupancy until the amenity construction is complete.

Section 4. This MOU shall be binding on the parties, their heirs, successors, administrators, and assigns. By affixing their respective signatures hereto, the individuals executing this MOU confirm they have all the right, title, power and authority to enter into this MOU for the party for whom they sign.

Section 5. If any portion of this MOU is declared to be invalid and unenforceable by any court of competent jurisdiction, the parties agree that it is their intent that the part declared so invalid and unenforceable shall be excised and the remainder of the MOU enforced; it being their intention to have so much as possible of this MOU be enforced and enforceable.

Section 6. In the event of a breach of this MOU, the non-breaching party may bring an action for specific performance of this MOU, it being the intent and understanding of the parties hereto that damages are and will be an inadequate remedy for the harm suffered if there is a breach by either party. The prevailing party in any litigation arising out of this MOU shall be entitled to its reasonable attorney's fees, expenses, and costs of litigation. Any action to enforce this MOU shall be brought only in the Superior Court of Dawson County, State of Georgia. This Section 6 shall not limit or deny the City the right to enforce and recover from LCG and/or the surety under the terms of the bonds.

Section 7. Nothing contained herein is meant to abrogate or excuse any compliance with the remaining building and performance standards contained in the Code of the City.

Section 8. Any notices related to any breach, claim, or any other matter concerning this MOU shall be sent Via Certified Mail, Statutory Overnight Delivery, or other verifiable means of delivery as follows:

**IF TO CITY:**

City of Dawsonville Georgia  
415 Hwy 53 East  
Dawsonville, Georgia 30534

**IF TO LCG:**

LCG Residential, LLC  
4625 Church Rd., Ste. 100  
Cumming, GA 30028

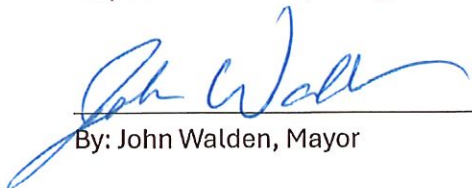
**IF TO GARDEN STREET:**

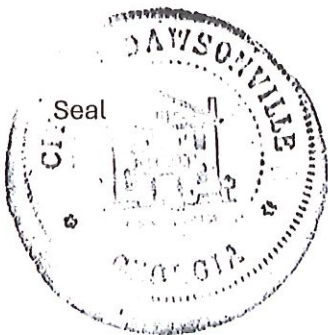
Garden Street Communities  
Southeast, LLC  
100 W. Garden Street, 2<sup>nd</sup> Floor  
Pensacola, Florida 32502

Section 9. This MOU contains the entire agreement between the parties as to the issues discussed herein. Any oral or other understandings not incorporated in this MOU are not a part hereof, and shall not be enforceable against either party.

Executed this day and year set forth above.

City of Dawsonville, Georgia

  
By: John Walden, Mayor



Garden Street Communities Southeast, LLC

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

Seal

LCG Residential, LLC

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

Seal