

AGENDA
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers on 2nd Floor
Monday, September 16, 2024
5:00 P.M.

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
 - a. Approve Minutes
 - Regular Meeting and Work Session held August 19, 2024
 - b. Approve 2025 Solid Waste Collection Service Agreement with Red Oak Sanitation
8. Employee Recognition

PUBLIC HEARING

9. ZSP C2400135: Christopher Sipos has petitioned to amend the existing site plan; located at 39 Creekstone Lane (TMP 083 020). Public Hearing Dates: Planning Commission on Monday, July 8, 2024, and City Council Monday, July 15, 2024 – **Tabled to September 16, 2024**. City Council for a decision on Monday, September 30, 2024.
10. Resolution No. R2024-03: Resolution Enacting A Moratorium For A Period Of Six Months On All Commercial And Residential Zoning And Re-Zoning Applications While The City Considers Changes To Its Zoning Ordinance. Public Hearing and First Reading: September 16, 2024; Second Reading and Consideration to Adopt: September 30, 2024.

BUSINESS

11. Special Event Alcohol Permit for Georgia Racing Hall of Fame, October 25 – 27, 2024
12. Consideration of Land and Water Conservation Fund Grant Application
13. Consideration of Final Plat for the Villas at Maple Street

WORK SESSION

14. City Parking Ordinance Options
15. Proposed Fine Schedule for Ordinance Violations

STAFF REPORTS

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

MAYOR AND COUNCIL REPORTS

EXECUTIVE SESSION, IF NEEDED: Pending or Potential Litigation, Real Estate Acquisition and/or Personnel

RESERVED FOR POTENTIAL ACTION ON EXECUTIVE SESSION ITEMS, IF NEEDED

ADJOURNMENT

The next scheduled City Council meeting is Monday, September 30, 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

SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 09/16/2024

PURPOSE FOR REQUEST:

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

- a. Approve Minutes
 - Regular Meeting and Work Session held August 19, 2024
 - b. Approve 2025 Solid Waste Collection Service Agreement with Red Oak Sanitation
-



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7a

SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 09/16/2024

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPROVE THE MINUTES FROM:

- **REGULAR MEETING AND WORK SESSION HELD AUGUST 19, 2024**
-

HISTORY/ FACTS / ISSUES:

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

MINUTES
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers on 2nd Floor
Monday, August 19, 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, Utility Director Jacob Barr, Finance Director Robin Gazaway, Downtown Development Director Amanda Edmondson and Planning Director Ron Haynie.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Phillips.
4. **ANNOUNCEMENTS:** The Mayor reported The Station House restaurant opened today and it was very successful.

Mayor Walden called a Special Called Meeting for the City Council to be held on Monday, September 30, 2024 at 5:00 pm for the purpose of considering agenda items in lieu of the October 7, 2024 regularly scheduled meeting, which is being cancelled.
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) made by C. Phillips; second by S. Sawyer. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting held August 5, 2024
8. **EMPLOYEE RECOGNITION:** The Mayor and Council recognized David Medina as the July 2024 Employee of the Month. Annette Watson received a two-year service award.

BUSINESS

9. **MILLAGE RATE FOR TAX YEAR 2024:** Motion to set the 2024 millage rate to 7.061 and roll it back to zero made by M. French; second by W. Illg. Vote carried unanimously in favor.
10. **SPECIAL EVENT ALCOHOL PERMIT FOR GEORGIA RACING HALL OF FAME, AUGUST 27, 2024:** Motion to approve the permit as presented made by M. French; second by C. Phillips. Vote carried unanimously in favor.
11. **57th ANNUAL MOUNTAIN MOONSHINE FESTIVAL: REQUEST FOR ROAD CLOSURE:** Representatives from Kare for Kids were in attendance and provided details about the festival. A short discussion concerning inquiries from vendors wanting to sell alcohol at this years festival; Council would not take it into consideration this year but recommended starting the process earlier next year and it could be considered. Council suggested the vendors could apply directly to the City.

Motion to approve the road closure of Allen Street from Hwy 53 to Memory Lane and Main Street through Main Street Park from 10:00 pm Thursday, October 24, 2024 through 8:00 pm Sunday, October 27, 2024 made by C. Phillips; second by W. Illg. Vote carried unanimously in favor.

WORK SESSION

12. **POLICY FOR NALOXONE TRAINING, EDUCATION AND USE:** Motion to approve the policy as presented made by S. Sawyer; second by M. French. Vote carried unanimously in favor. (Exhibit "A")
13. **PATIO RENOVATION DESIGNS FOR CITY HALL COMPLEX:** Motion to approve patio design option #2 made by C. Phillips; second by M. French. Vote carried unanimously in favor.

STAFF REPORTS

14. **BOB BOLZ, CITY MANAGER:** He noted there were three leak adjustments totaling \$1,342.82 and he also mentioned the next Food Truck Friday is September 6, 2024 and thanked everyone who participated in the Family Fair event this past Friday.

MINUTES
CITY COUNCIL REGULAR MEETING AND WORK SESSION
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Monday, August 19, 2024
5:00 P.M.

- 15. ROBIN GAZAWAY, FINANCE DIRECTOR:** Financial reports representing fund balances and activity through July 31, 2024 were provided in the packet.

MAYOR AND COUNCIL REPORTS:

Mayor Walden reported the Family Fair event hosted by Family Connections was very successful.

ADJOURNMENT

At 5:28 p.m. a motion to adjourn the meeting was made by M. French; second by C. Phillips. Vote carried unanimously in favor.

Approved this 16th day of September 2024

By: CITY OF DAWSONVILLE

John Walden, Mayor

Caleb Phillips, Councilmember Post 1

William Illg, Councilmember Post 2

Sandra Sawyer, Councilmember Post 3

Mark French, Councilmember Post 4

Attest: _____
Beverly A. Banister, City Clerk

415 Highway 53 E. Suite 100
Dawsonville, Georgia 30534



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

CITY OF DAWSONVILLE

POLICY FOR NALOXONE TRAINING, EDUCATION, AND USE

Scope

Senate Bill 395 passed by the Georgia General Assembly and signed into law on April 23, 2024, requiring certain government buildings, courthouses, and schools to provide opioid antagonists like NARCAN/naloxone for opioid overdoses. Effective July 1, 2024, cities with defibrillators in City Hall or official government buildings must maintain three doses of opioid antagonists for use during government events.

Government Entities

Requires that all qualified government buildings and courthouses, as defined in the Code,

- Maintain a supply of at least three-unit doses of opioid antagonists, and ensure that such supply of opioid antagonists is available and accessible during regular business hours and outside of regular business hours for all government entity events.
- A government entity may make opioid antagonists accessible during government entity events that occur on property that is not publicly owned.
- Every government entity that is based in or operates out of a qualified government building shall establish and implement an internal training and implementation policy for opioid antagonist administration that is based on the model training and implementation policy developed by the Department of Public Health ("DPH").
- Allows immunity from civil liability to all employees, officers, agents, and contractors of government entities, and all other individuals who receive training pursuant to subsection (f) of the Code section shall be immune from civil liability or professional discipline for any good faith act or omission to act related to the emergency administration of an opioid antagonist, although good faith will not include willful misconduct, gross negligence, or recklessness.
- A government entity shall not be subject to civil liability for damages for any failure to provide an automated external defibrillator or opioid antagonist pursuant to this Code section.

Under SB 395, DPH will consult with the Department of Behavioral Health and Developmental Disabilities and may consult with any other medical, clinical, or peer support professionals or organizations it deems appropriate to identify and develop educational resources and guidelines on opioid-related overdoses. DPH must also develop a model training and implementation policy for opioid

antagonist administration. All educational resources and guidelines, as well as the model training and implementation policy, must be prominently maintained on DPH's website.

Purpose

The City of Dawsonville recognizes prescription drug use and subsequent rise in heroin use has resulted in an increase in opioid overdose. To establish guidelines and procedures regarding the utilization and pre-hospital administration of nasal Naloxone or NARCAN or other opioid antagonists by the City of Dawsonville to reduce the number of injuries and fatalities which occur because of opioid overdose

Policy

The City of Dawsonville will train staff to prepare for and provide opioid antagonists for opioid overdose emergencies. It is the policy for trained staff to administer, opioid antagonists, in accordance with state law, to persons believed to be suffering from opioid overdose at the earliest possible time

Definitions

'**Government entity**' means any state board, commission, agency, department, or governing authority of any county, municipality, or consolidated government, but such term shall not include local school systems, public schools, charter schools, or university buildings.

'**Qualified government building**' means a building in which a government entity is housed or meets in its official capacity, including the portion occupied by a government entity of any building that is not publicly owned, provided that such building contains an automated external defibrillator.

Naloxone is an opioid receptor blocker which when administered quickly should result in temporarily reversing the overdose. It has been widely used by medical emergency responders across the nation with great success and is being deployed by many law enforcement agencies whose personnel arrive on the scene first. The immediate effect of reversing the effects of the opioid may allow time for more advanced medical treatment. Naloxone is specifically used to counteract life threatening depression of the central nervous system and respiratory system. NARCAN is a brand name for intranasal Naloxone.

NARCAN means naloxone.

Opioids are a class of drugs that interact with opioid receptors on nerve cells in the body and brain. Opioids include the entire family of opiates including natural, synthetic, and semi-synthetic forms. Opioids include drugs such as heroin, synthetic opioids such as fentanyl, and pain relievers available legally by prescription such as oxycodone, hydrocodone, and morphine.

Opioid Overdose is an acute condition including, but not limited to, extreme physical illness, decreased level of consciousness, respiratory depression, coma, or death resulting from the consumption or use of an opioid or another substance with which an opioid was combined, or that a layperson would reasonably believe to be an opioid-related drug overdose that requires medical assistance.

Required Training and Implementation Policy Elements for Government Entities

To ensure Government entities comply with SB 395, the following are elements that must be included in any training and implementation policies developed by government entities.

1. Provide details about how an individual can access opioid antagonist administration training.

The government entity will clearly outline the method and types of training that will be offered to personnel on how to administer an opioid antagonist. DPH has developed a general community training for administering naloxone. This training covers the following topics developed by a DPH Pharmacist:

- Opioids and their Effects
- Routes of Exposure
- Recognizing Signs of an Overdose
- Naloxone Administration
- After administering Naloxone
- Naloxone guidance

New employees will receive training as part of their onboarding process. Annual refresher training for all personnel is recommended.

This training video can be used by government entities to provide online training to their staff. In addition, onsite training can be coordinated with local public health districts' Opioid and Substance Misuse offices. The training video can be found at the following link:
<https://dph.georgia.gov/naloxon>

Additional training resources can be found at the Department of Behavioral Health and Developmental Disabilities: <https://opioidresponse.info/>

Centers for Disease Control and Prevention training resources can be found at <https://www.cdc.gov/overdose-prevention/hcp/toolkits/naloxone.html>

2. Specify the location or locations of the government entity's supply of opioid antagonists. Time is of the essence when determining whether to administer an opioid antagonist. The training and implementation policy must clearly state where opioid antagonists are located within a government building. Opioid antagonists should be stored in locations that are secure but convenient for city government personnel to access. Examples of these locations could be within defibrillator wall storage cases, at the lobby front desk, or centralized storage rooms on each floor or wing. The most important thing is that all staff and personnel are trained on where opioid antagonists are stored and how to administer the opioid antagonist when needed. Moreover, designated storage areas should be indicated with easy-to-read signage.

Government entities should establish a process for sourcing and purchasing naloxone. They should also ensure employees are aware to store naloxone in a climatecontrolled area at a safe storage temperature as provided on the packaging. Additionally, similar to prescribed medication, each dose of naloxone includes an expiration to be referenced before administration.

3. All internal training and implementation policies must contain an affirmative statement that clearly states the following: "Any trained individual may administer an opioid antagonist to any person whom the trained individual believes in good faith to be experiencing an opioid-related overdose."
4. All internal training and implementation policies must contain the following statement:" Georgia law provides that any trained individual shall be immune from civil liability or professional

discipline for any good faith act or omission to act in the emergency administration of an opioid antagonist to a person believed to be having an opioid-related overdose.”

For additional resources related to the administration of opioid antagonists and opioid data, please visit the DPH Opioid and Substance Misuse website at <https://dph.georgia.gov/stopopioidaddiction>. In addition, the Georgia Department of Behavioral Health and Developmental Disabilities provides resources for addiction support at <https://dbhdd.georgia.gov/be-dbhdd/opioid-crisis>

General Procedures

1. The City of Dawsonville shall deploy Naloxone within each AED wall mounted storage container on each floor.
2. The City Manager shall appoint a Naloxone Coordinator to oversee the naloxone administration program, usually the Human Resources Coordinator. Their duties shall include ensuring all Naloxone product is current and unexpired, ensure proper deployment of Naloxone throughout the facility, ensure staff are appropriately trained in the storage and use of Naloxone, and replace Naloxone kits that are damaged, unusable, expired or used

Procedures For Use

1. **Recognize the signs of opioid overdose**
 - Pale sweaty/clammy skin
 - Respiratory depression, not breathing or decreased respiratory rate (very slow/shallow breathing)
 - Decreased level of consciousness, unconsciousness, unresponsive to external stimuli (calling their name, shaking them, performing a sternal rub)
 - Pinpoint pupils
 - Slowed heartbeat/pulse rate
 - Cyanotic skin coloration (blue lips, fingertips)
 - Opioid overdose can mimic strokes, hypoglycemia (low blood sugar), infection reaction
2. **Response to Opioid Overdose**
 - Immediately call for emergency help – call 911
 - Check the victim’s breathing. If needed, deliver first aid per your level of training.
 - Administer Naloxone via intranasal delivery per the manufacturer’s instruction and your training
 - Side effects of full reversal can include agitation, confusion, hostility, vomiting, profuse sweating, and rarely cardiac arrest.
 - Once the victim resumes breathing normally, place them in the recovery position (lying on their side)
 - Stay with the victim until emergency medical help arrives to assume care.
3. **The primary goal for administration is to increase respiratory rate and further reduce or prevent damage caused by the lack of oxygen. There is no risk to the patient if Naloxone/NARCAN is given in the absence of opioid overdose.**



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7b

SUBJECT: APPROVE 2025 SOLID WASTE COLLECTION SERVICE AGREEMENT WITH RED OAK SANITATION

CITY COUNCIL MEETING DATE: 09/16/2024

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 THE AGREEMENT WITH RED OAK SANITATION TO PROVIDE SOLID WASTE COLLECTION SERVICE FOR 2025

HISTORY/ FACTS / ISSUES:

- **MAYOR AND COUNCIL APPROVED NO CHANGE TO RATE AND SERVICE CHARGE FOR 2025 TOTALING \$19.90 COST PER CAN, PER MONTH AT THE 07/15/2024 MEETING**
 - **CITY ATTORNEY REVIEWED AND APPROVED THE AGREEMENT**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly A. Banister, City Clerk

CONTRACT FOR SOLID WASTE COLLECTION SERVICE

DRAFT

THIS CONTRACT FOR SOLID WASTE COLLECTION SERVICE (this “Agreement”) made and entered into effective on the 1st day of January, 2025, by and between the City of Dawsonville, a political subdivision of the State of Georgia, by and through its City Council, hereinafter referred to as “City,” and Red Oak Sanitation Inc., a Georgia Corporation, acting by and through its duly authorized officers hereinafter referred to as “Contractor.”

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

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

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

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

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

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

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

THEREFORE, City and Contractor agree as follows:

1. **DEFINITIONS**

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

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

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

2. **SCOPE OF WORK**

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

3. **COLLECTION**

3.1 Service Provided.

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

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

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

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

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

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

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

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

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

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

New Years' Day	July 4 th	Thanksgiving Day
Memorial Day	Labor Day	Christmas Day

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

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

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

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

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

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

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

5. DISPOSAL

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

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

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

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

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

6. COMPENSATION

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

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

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

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

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

7. **NON-DISCRIMINATION**

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

8. **INDEMNITY**

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

9. **FORCE MAJEURE**

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

10. **LICENSES AND TAXES**

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

11. **TERM**

The term of this Agreement shall begin on 1st day of January, 2025 and continue for a period of one (1) year. Pursuant to Section 6.2 hereof, the Contractor or the City shall have the right to terminate this Agreement at the end of the one (1) year term or at the end of any renewal one (1) year term.

12. **REPORTS**

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

13. **INSURANCE**

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

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

14. **COMPLIANCE WITH LAW**

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

15. **ASSIGNMENT**

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

16. **EXCLUSIVE CONTRACT**

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

service only through this agreement and not with any persons or entities directly in the City of Dawsonville. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of solid waste collection and disposal services during the term hereof or any renewal terms.

17. OWNERSHIP

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

18. TERMINATION AND ATTORNEY FEES

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

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

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

19. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

EXECUTED this _____ day of _____, 2024.

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

Red Oak Sanitation
2 Ruby Street
Gainesville, GA 30503

By: John Walden, Mayor

By: Marlon Luce, President

Beverly A. Banister, City Clerk

Witness

EXHIBIT "A"

Affidavit Pursuant to Georgia Immigration Laws

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

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

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

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

3. I submit this affidavit on behalf of _____ (self or business entity).

4. With respect to my personal presence in the United States, I state as follows:

a. _____ I am a United States citizen. **OR**

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

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

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

Signature of Applicant:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20____.

Print: _____

* _____

Alien Reg. No. or Other Identifying No. for Non-Citizens

Notary Public
My Commission Expires:

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

OFFICE USE ONLY: Type of Secure and Verifiable Document: _____



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8

SUBJECT: EMPLOYEE RECOGNITION

CITY COUNCIL MEETING DATE: 09/16/2024

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

TO INTRODUCE MAHAYLA DELONG-JONES

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 9

SUBJECT: ZSP C2400135

CITY COUNCIL MEETING DATE: 09/16/2024

PURPOSE FOR REQUEST: **PUBLIC HEARING**

CHRISTOPHER SIPOS HAS PETITIONED TO AMEND THE EXISTING SITE PLAN; LOCATED AT 39 CREEKSTONE LANE (TMP 083 020). PUBLIC HEARING DATES: PLANNING COMMISSION ON MONDAY, JULY 8, 2024, AND CITY COUNCIL MONDAY, SEPTEMBER 16, 2024 . CITY COUNCIL FOR A DECISION ON MONDAY, SEPTEMBER 30, 2024. PLANNING COMMISSION TABLED THE DECISION UNTIL SEPTEMBER 9, 2024.

HISTORY/ FACTS / ISSUES:

- Planning Commission approved with conditions.
 - Planning Commission tabled until Monday, September 9, 2024.
 - 16 Flex – Office spaces will be constructed in four (4) phases, 1,250 square feet per office space.
 - The original application stated 60,000 square feet strip commercial building.
 - The architectural façade will consist of large, fixed glass windows, dry stacked stone columns, dry stacked stone up to three (3) feet of height on the buildings. Hardie siding for the front and steel panels (leaf green color) on the sides.
 - Office, commercial and /or industrial uses are permitted in the PUD development.
-

OPTIONS: PUBLIC HEARING

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

REQUESTED BY: Ron Haynie, Planning Director



CITY OF DAWSONVILLE

PLANNING STAFF REPORT

APPLICANT:Christopher Sipos

AMENDMENT #.....ZSP C2400135

REQUESTAmend the current Site Plan

CURRENT ZONINGPUD - Planned Unit Development District

SIZE.....+/- 3.347 Acres

LOCATION39 Creekstone Lane

TAX PARCEL083-020

PLANNING COMMISSION PUBLIC HEARING DATE...Monday, July 8, 2024, tabled until September 9, 2024 –
Approved w/conditions

CITY COUNCIL DATE PUBLIC HEARING DATE.....Monday, September 16, 2024

APPLICANT PROPOSAL

The applicant is seeking to amend the existing site plan for the purpose of developing 16 Flex-Office spaces, in four (4) phase projects.

SURROUNDING PROPERTIES

<i>Adjacent Land Uses</i>	<i>Existing zoning</i>	<i>Existing Use</i>
North	HB & County RA	Commercial & Residential
South	PUD	Mixed Use / Residential t
East	R-1	Residential
West	County RSR	Residential Sub-Rural

HISTORY

- (ANX 026-2-16) Annexation for TMP 083 026, 083 020, 083 016 from R-A (Residential Agricultural) to PUD (Planned Unit Development) approved June 7, 2004. The City Council approved the annexation of 92 acres for TMP 083 026, 083 020, and 083 016 and rezoning from RA to PUD. The development will consist of residential with a swimming pool and cabana and commercial business with the following stipulations:

1. Public passive park will be developed as green space and will include walking trails along the stream bed. Public parking will be included. Hours of use will be generally dawn to dusk with signs posted noting such
 2. A private active facility will be installed for the exclusive use of the homeowners and will include a swimming pool, cabana, TOT lot, parking.
 3. Sidewalks will be provided in the right of way on both sides of the street. It is intended that a utility corridor be provided in the right of way between the street curb and the sidewalk.
 4. A homeowner's association will be created, and all lots/homeowners will be required to join the association.
 5. All exterior building walls abutting side property lines will meet a one (1) hour fire rating.
 6. The commercial parcel within the PUD will be developed under the Commercial Highway Business zoning classification.
 7. The maximum density will be three (3) units per gross acre. The residential acreage is approximately 90 acres.
- Property was split and sold 2006
 - Currently residential building is active in Creekstone Phase 2

ANALYSIS

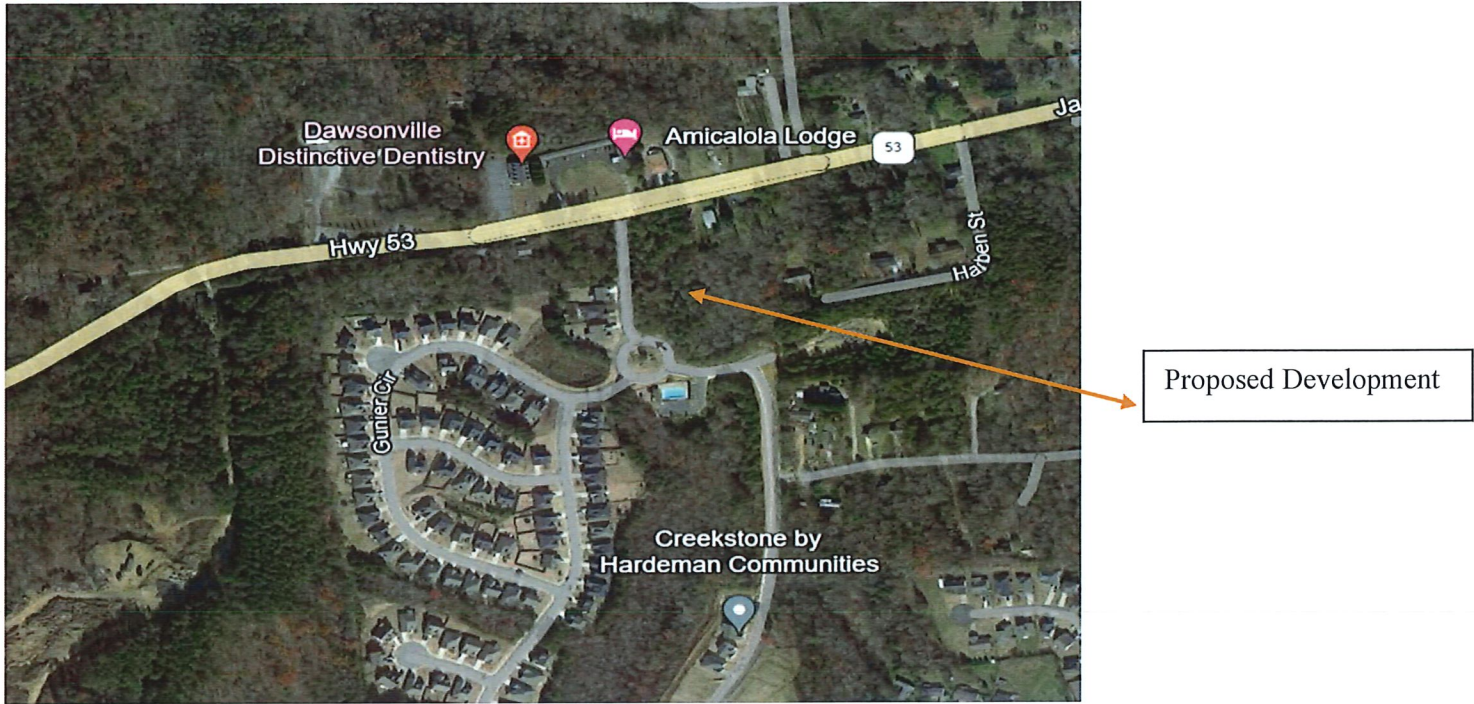
- The Planning Commission tabled the decision until September 9, 2024 – Planning Commission approved the amended site plan with conditions on September 9, 2024.
- 16 Flex – Office spaces will be constructed in four (4) phases, 1,250 square feet per office space.
- The original application stated 60,000 square feet strip commercial building.
- The architectural façade will consist of large, fixed glass windows, dry stacked stone columns, dry stacked stone up to three (3) feet of height on the buildings. Hardie siding for the front and steel panels (leaf green color) on the sides.
- Office, commercial and /or industrial uses are permitted in the PUD development.

RECOMMENDATIONS

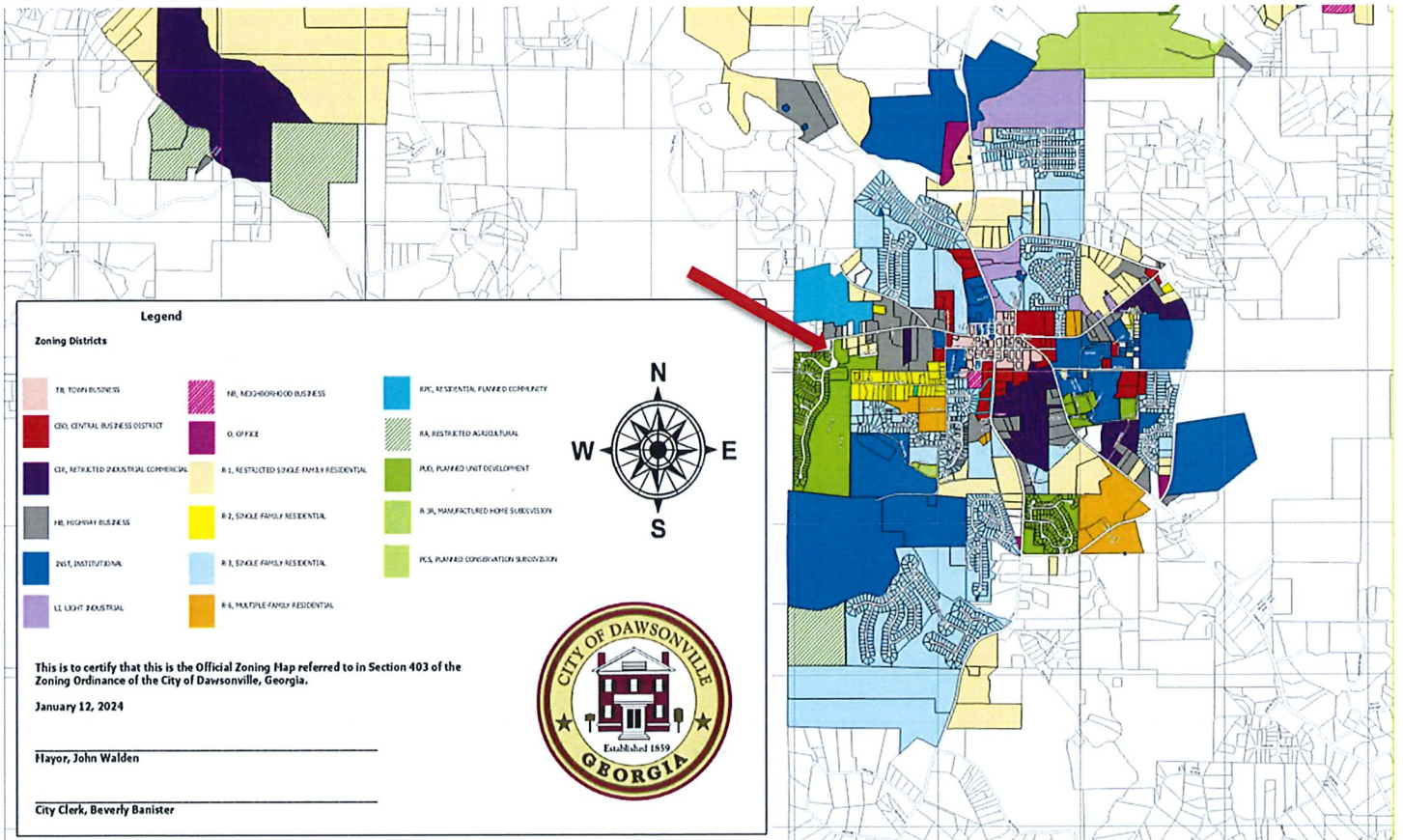
Should the Mayor and City Council choose to grant the amended existing site plan, the following conditions are recommended by the Planning Commission and the Planning Department:

1. Development will abide by the permitted uses in the Neighborhood Business District and not Highway Business District
2. Lighting be low intensity solar LED directed down and toward the commercial development
3. Ordinance Article VIII Buffer – Landscape, Screening and Open Space requirements
4. Architectural façade will consist of:
 - a) Hardie siding on the front and sides elevations painted earthtone in color
 - b) Steel panels on the rear elevation earthtone in color
 - c) Stone and/or brick water table on front and sides of building
5. Work hours will be standard business hours, excluding Sunday

PICTURE OF PROPERTY



CURRENT ZONING MAP



	<p align="center">City of Dawsonville 415 Highway 53 East, Suite 100 Dawsonville, GA 30534 (706) 265-3256</p>	<p align="center">Zoning Amendment Application <i>C24 00135</i></p>
---	---	---

Application#: _____
 Applicant Name(s): Christopher C. Sipos
 Address: 3165 Park Chase City: Alpharetta, GA Zip: 30022
 Cell Phone: _____ Email: _____
 Signature(s) _____ Date _____

Property Address: 39 Creekstone Lane
 Directions to Property from City Hall: Right on Hwy-53-0.5 Mi. to traffic round-a-bout at Old Courthouse; take Hwy-53-W for 0.6 Mi. to Creekstone Lane on Left; turn into S/D; 3.3 Ac. Parcel along Left

Tax Map Parcel #: 083-020 Current Zoning: PUD
 Land Lot(s): 34, 35, 36, 37 & 38 District: Dawsonville-02 Section: _____
 Subdivision Name: H V Cochran S/D Lot# _____
 Acres: 3.347 Current use of property: VACANT
 Has a past request of Rezone of this property been made before? NO If yes, provide ZA# _____

The applicant request:

Rezoning to Zoning category: N/A Conditional Use permit for: Comm'l Site-specific Use Plan
 Proposed use of property if rezoned: 4-Phase; 16 Rental Flex-Offices with work space & Inventory Storage
 Residential #of lots proposed: N/A Minimum lot size proposed N/A (Include Conceptual Plan)
 Amenity area proposed N/A, if yes, what _____
 If Commercial: total building area proposed: 20,000 sq ft in 4-Bldgs (Include Conceptual Plan) YES
 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) 2-Access Points - from
 Roadname: Creekstone Lane and Creekview Lane Type of Surface: Asphalt + Curbs, Walks & Drains

- ◆ 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.

X Christopher CSipos
 Signature of Applicant

dotloop verified
 06/04/24 10:02 AM EDT
 DBBE-GGEN-WGT5-QNPA

06/04/2024
 Date

Office Use Only	
Date Completed Application Rec'd: <u>06.05.24</u>	Amount Paid: \$ <u>500</u> CK <u>20</u> Cash CC
Date of Planning Commission Meeting: <u>07.08.24</u>	Dates Advertised:
Date of City Council Meeting: <u>07.15.2024</u>	Rescheduled for next Meeting:
Date of City Council Meeting: <u>08.05.2024</u>	Approved by City Council: YES NO
Approved by Planning Commission: YES NO	Postponed: YES NO Date:

RECEIVED
 JUN 05 2024
 BY *Slans*
 21 Page

Property Owner Authorization

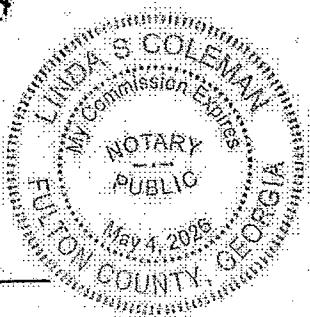
I / We Peachtree Village Partners, LLC hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) Parcel 083-020 as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by the request.

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

Printed Name of Applicant or Agent Peachtree Village Partners, LLC by: Allen Frisem
Signature of Applicant or Agent [Signature] Date 5/31/24
Mailing Address 2905 Piedmont Ave. Suite A
City Atlanta State GA Zip 30305

Sworn and subscribed before me on this 31 day of May 2024

[Signature]
Notary Public, State of Georgia



My Commission Expires: 05/04/2026

Notary Seal

July 1, 2024

To: City of Dawsonville, Ga; Planning and Zoning Department

PUD AMENDMENT -- LETTER OF INTENT

PROJECT: "DAWSON OLDE TOWNE OFFICE PARK"

3.3 Acs; located at 39 Creekstone Lane and Creekview Lane, City of Dawsonville, GA

Thank you for reading and for considering the approval of this Amendment to the PUD for the Creekstone S/D...

The portion of the S/D that we are addressing today is the "Commercial Outparcel" as noted in the recorded Plat: in Book-70 and Pg-115 and recorded on Sept 22, 2006...

We are before you today to state the intended "Site Specific" use and to Amend the existing PUD for the purposes of Developing and Constructing a 4-Phased project consisting of 16 Rental Units of 1,250 sq ft each, of the Flex-Office Spaces which include their interior work areas along with inventory storage; located in 4- buildings per the submitted Concept Plan ...

As you may note, the Future "Commercial Use" shown; was planned and approved along with the Original Residential Phases of this PUD and our submittal now is for the approval of the required "Site Specific" Concept Plan...

Accordingly, this "Flex-Office Park Commercial use" is Grandfathered in; on the existing Creekstone S/D 's PUD; based on the "Original Plat" for the Creekstone F.K.A. Flat Creek Plat, PUD dated 11-19-2004

Also, you can see, this present layout is for 4-smaller buildings as opposed to a Typical Longer style Retail "Strip Center" with each of these smaller units having only 1,250 sq. ft. of leasable space. As the Project fill-up; we will consider on-site-management...

So, what will the Creekstone residents see as they either enter or leave the S/D??? Well, pretty much what they see now; a fenced, tree lined property with some additional back-up landscaping, as required by the City of Dawsonville Regulations...

As to the Architectural Details for the buildings are intended to blend with the landscape: as the Front Entrance elevations will each have a Storefront door and a large fixed glass window; and will also include; Dry-Stacked Stone Columns, with Dry Stacked Stone located up to 3-ft of height from sidewalk to window sills; that along with Horizontal Hardie Siding for the balance of the fronts; in keeping with the S/D styles...

While the End elevations of the buildings and the rear elevations will have Vertical Steel Panels (Leaf Green in Color) and the Standing Seam roof panels are to be (White in color) ...

DAWSON OLDE TOWNE OFFICE PARK; 39 Creekstone Lane & Creekview Lane

We do expect that we will see our interested parties upon the commencement of Advertising and Pre-Leasing portions of the Project...

We hope that the City will see this project as a Business Incubator as well as an inexpensive location for many small Start-up Businesses who cannot afford the larger available commercial spaces...

We welcome established businesses also, who require a place for their Secretarial and Bookkeeping work to be done and they can keep the supplies of their trades on-hand... The uses are only limited by the City's issuances of Business licenses...

Thank you for your time and consideration of this Amendment to the PUD...

Respectfully submitted,

Christopher C. Sipos; Applicant

EXHIBIT "A"

Legal Description

All that tract or parcel of land lying and being in Land Lot 437 of the 4th District, First Section, Dawson County, Georgia, City of Dawsonville, and being Tract 2B containing 0.8063 acres and Tract 1B containing 2.5410 acres as shown on that certain plat of survey for SBW Development Company by John B. Stubblefield, Georgia Registered Land Surveyor No. 2599, dated June 14, 2006 and being more particularly described as follows:

Beginning at an iron pin set at the intersection of the southerly right of way of State Route 53 (60 foot R/W) and the westerly right of way of Moon Drive (30 foot right of way not open); from said point of beginning running thence South 01 degrees, 46 minutes 58 seconds West a distance of 201.98 feet to a point; running thence North 79 degrees, 59 minutes 53 seconds East a distance of 30.04 feet to a one-inch bar disturbed; running thence North 81 degrees, 33 minutes 28 seconds East a distance of 99.72 feet to a one-half inch rebar found; running thence North 80 degrees, 28 minutes 11 seconds East a distance of 41.02 feet to a one-half inch square rod; running thence South 00 degrees, 34 minutes 27 seconds West a distance of 209.98 feet to a one-half inch square rod; running thence South 02 degrees, 45 minutes 29 seconds East a distance of 117.68 feet to a point; running thence an arc distance of 256.42 feet to a point, said arc being subtended by a chord bearing South 80 degrees, 11 minutes 59 seconds West and having a chord distance of 247.23 feet; running thence an arc distance of 18.59 feet to a point, said arc being subtended by a chord bearing North 35 degrees, 03 minutes 02 seconds West and having a chord distance of 17.25 feet; running thence an arc distance of 141.68 feet to a point, said arc being subtended by a chord bearing North 42 degrees, 06 minutes 35 seconds West and having a chord distance of 127.49 feet; running thence an arc distance of 18.11 feet to a point, said arc being subtended by a chord bearing North 50 degrees, 09 minutes 20 seconds West and having a chord distance of 16.87 feet; running thence an arc distance of 79.73 feet to a point, said arc being subtended by a chord bearing North 04 degrees, 47 minutes 57 seconds West and having a chord distance of 79.45 feet; running thence North 03 degrees, 30 minutes 22 seconds East a distance of 116.15 feet to a point; running thence North 03 degrees, 30 minutes 22 seconds East a distance of 162.71 feet to a point; running thence an arc distance of 21.64 feet to a point, said arc being subtended by a chord bearing North 00 degrees, 24 minutes 23 seconds East and having a chord distance of 21.63 feet; running thence North 56 degrees, 44 minutes 06 seconds East a distance of 45.11 feet to a point on the southerly right of way of State Route 53; running thence along said right of way of State Route 53 North 81 degrees, 09 minutes 45 seconds East a distance of 139.41 feet to the point of beginning.

COVER SHEET

ZSP – C-240013539 – 39 Creekstone Lane, Dawsonville, GA

PROJECT LOCATION -- I.D. -- 083 020

“DAWSON OLDE TOWNE OFFICE PARK”

“COMMENTS and RESPONSES”; Submitted for Consideration

to the Mayor; The City Commission; and

to the Planning Staff and Planning Commission

As concerns Public Hearing comments – July 8, 2024

Developer: Mr. Christopher Sipos

DAWSON OLDE TOWNE OFFICE PARK – I.D. -- 083 020
39 Creekstone Lane, Dawsonville, GA – ZSP – C-2400135

COMMENTS and RESPONSES as concerns Public Hearing – July 8, 2024

Thank you for the opportunity to offer the outcomes of our work on the issues that were brought-up during that Public Meeting...

The #3 Bus Stop Location at the Southern End of the Proposed “Office Park” and the Route for the pick-up and return of our students... There are 3-locations within the Creekstone S/D and the #3-Stop has always been located at the Southern end of the 3.347 Acs of the Proposed Office Park, ...

Solution: was from Ms. P.J., Director of Transportation for the Bussing System: and based upon a copy of the “Route Map” provided indicating the 3-bus-stops, in particular #3; then, Ms. P.J. saw an immediate solution that: did not interrupt her Routing and also provided the children with the same level of safety as the original location...

She offered that the Children could assemble across the street (Creekview Lane) on the sidewalk and/or in the parking lot for the Swimming Pool... See Routing Map attached... She also said that had we not brought this to her attention; her drivers would have reported the Commencement of Construction for the Office Park and would have suggested the new Pick-up location across the street...

Please note that the Elementary aged children must have a parent or guardian with them at all times; until they are safely on and off the bus; further, all pick-ups are completed by 8:00 A M...

Residents were never made aware, prior to Purchasing a home in the Creekstone S/D, that the Vacant parcel all along the Eastern R.O.W. of Creekstone Lane; the entrance to the S/D was established and approved as a “Future Commercial Outparcel” for 60,000 sq. ft. for a “Future Commercial Strip Center”; which is a customary Convenience for the then Future Residents of the 2004 approved PUD...(Current application for 20,000 only)

Solution: Said Customary Commercial Outparcel, in the Approved PUD, is further explained in the “Attached - Comments to the Mayor, City Council and Planning Commission Members” that was written by Mr. Ron Haynie, Planning Director... Please consider that this portion of the PUD is zoned and will be utilized by someone as it is zoned; as Commercial Property...

Pg-2 DAWSON OLDE TOWNE OFFICE PARK; Comments n Responses

Project Lighting; Types, Intensity and Orientation: Apparently, the Original Developer/Builder installed High Intensity Yellow Lighting along the main streets and many of those early homeowners had to utilized some form of “Block-out” window treatments; as the rooms facing the streets were illuminated all night long...

Solution: the Office Park Project will utilize, “Low Intensity, Solar, LED, fixtures that will be directed onto and into the property; and that can be adjusted should they bother any resident...

There was concerns about the ingress and egress for the Project that could impact the Traffic load on Creekstone Lane; and that the heavy construction trucks would damage the road surface...

Solution: The City has reviewed and stamped the survey for the project; which Survey has been recorded in the County records, and which Survey lays-out the two Platted and existing Curb Cuts: one along Creekstone Lane and the second along Creekview Lane at the Round-a-bout; which review, approval and Recording was according to the Regulations for the Proposed use of the parcel...

The Road Surface, by observation, has been in service for Prox. 20-yrs and has had continuous heavy vehicle use, regularly as the project has been developed and the homes have been constructed... There is no expectation that the Road Surface will break down now; even with the gradual completion of Phase-II on Brookstone Trail and the upcoming Development and construction of Phase-III for those 27 Town Homes; on Creekview Lane...

Alleviation of some of the traffic load from Creekstone Lane at Hwy-53 W. could be accomplished by the opening of the existing roadway access point along the Eastern R.O.W. of Brookstone Trail at the Cul-de-sac for the Western end of Stegall Place...

The question of why could the Project not apply and obtain a GDOT Permit to access Hwy-53 W, from the north end of the parcel...

GDOT has apparently previously declined to issue a Permit even for a Deceleration Lane for the entrance to the Main Creekstone S/D; and that is another reason to pursue the available Emergency Vehicle access point at the Western End of Stegall Place...

Questions on the Landscaping and appearance of the Completed Project:

Solution: We invite all members of the Planning Commission, City Commission and others to drive out to the Project and notice the Stacked Stone details at the Entrance as well as the decorative Fencing with Mature trees along the Easterly side of the Creekstone Lane R.O.W. ...

Now the developer will be adding other Landscape treatments to the project as required by the City's Regulations; and the Project's new trees will be strategically placed on-site and in between the existing mature trees to form somewhat of a visual barrier to the Office Park... Also, the Offices will have Stacked Stone Columns and knee walls with Hardie Cement Horizontal Siding as their finished facades; Architectural Plans to follow...

Further, it has already been advised by the Planning Dept. that the buildings are to be Earth Tones that will blend-in with the character of the S/D; and we will be utilizing the Color Pallets and Paint store that have been approved by the S/D's HOA.....

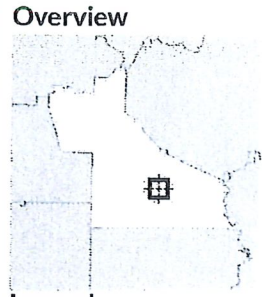
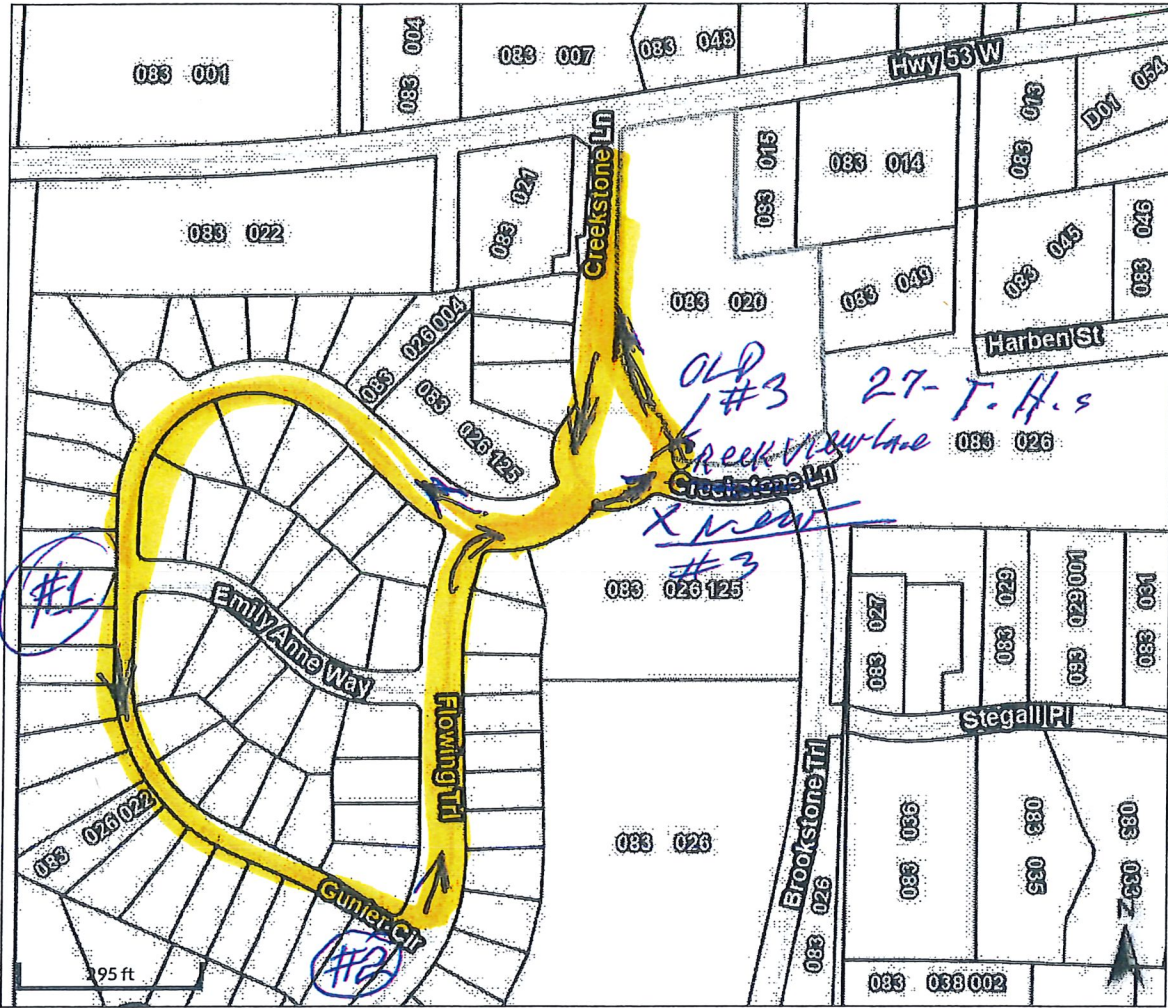
Should anyone have any additional questions; please advise, that we may have an opportunity to provide the answers: terrence@bgelitechomes.com or TEXT to- 706-429-6255 – Your email and/or call will be returned as quickly as possible

Respectfully submitted; for your Consideration...

Attachments;

1. Map of the Bus stop locations with #3-Old and #3 new; indicated...
2. Original S/D Plat of the PUD that states the "Commercial Out Parcel"
3. Stamped and recorded Survey of the subject "Commercial Out Parcel.
4. "Site Specific Plan", as required, by Regulations for the 16-units...
5. Planning Director's Comments to: "the Mayor, City Council and Planning Commission" ...

cc: John Walden, Mayor; Caleb Phillips, Council Memb. -Post 1; Wm. Ilig, Council Memb. -Post 2; Sandy Sawyer Council Memb.; Mark French, Council Memb. -Post 4; Ron Haynie, Planning Dir.; Planning Commission: Josh Nicols, Post-2; Ashley Stephenson, Post-4; Randy Davis, At Large



Legend
 Parcels

(EXHIBIT - #1)

Parcel ID: 083 020
 Alt ID: 5836
 Owner: PEACHTREE VILLAGE PARTNERS, LLC
 Assessed Value: \$108000

Date created: 7/28/2024
 Last Data Uploaded: 7/27/2024 10:07:28 PM

Developed by Schneider
 GEOSPATIAL

School Bus (3-stops)

EL 24113.7-2

LEGEND

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1/4" = 1' FROM PLAN SET	1/4" = 1' FROM FIELD SURVEY
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1/45671926085958158991190983112069	

TOTAL = 3.347 ACRES
145,783.826 SQUARE FEET

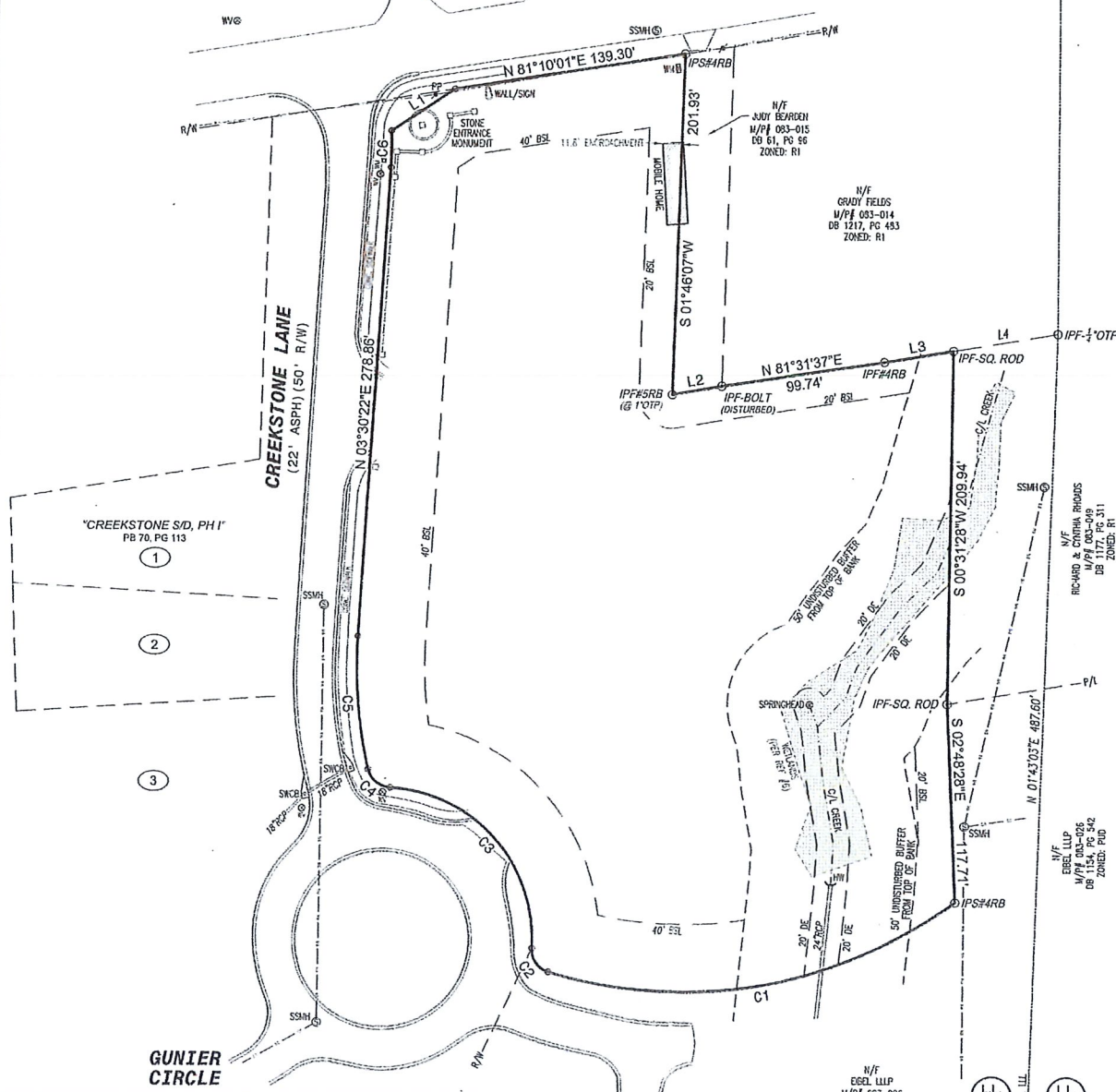
APPROVED
CITY OF DAWSONVILLE
JUN 04 2021
FOR RECORDING



- LEGEND**
- BOC = BACK OF CURB
 - BSL = BUILDING SETBACK LINE
 - P/L = PROPERTY LINE
 - R/W = RIGHT OF WAY
 - LL = LAND LOT
 - LLL = LAND LOT LINE
 - N/W = NOW OR FORMERLY
 - M/P/F = TAX MAP / PARCEL NO.
 - FOR = POINT OF BEGINNING
 - NTS = NOT TO SCALE
 - IF = IRON PIN FOUND
 - IFS = IRON PIN SET
 - COR MON = USCOE MONUMENT
 - RS = REBAR
 - CTP = CRAMP TOP PIPE
 - OTF = OPEN TOP PIPE
 - SO ROD = SOLID ROD
 - AF = ANGLE IRON FOUND
 - CMP = CORRUGATED METAL PIPE
 - RF = REINFORCED CONC. PIPE
- LEGEND**
- WM = WATER METER
 - WV = WATER VALVE
 - FP = FINDER POLE
 - LP = LIGHT POLE
 - SP = SERVICE POLE
 - FBX = FIBER BOX
 - U/C = UNDERGROUND
 - C.O. = SEWER CLEAN-OUT
 - MB = MAILBOX
 - SS = SANITARY SEWER
 - MI = MAIN LINE
 - FTE = FINISHED FLOOR ELEV
 - FI = FIRE HYDRANT
 - = GAS LINE
 - = POWER LINE
 - SS--- = SANITARY SEWER LINE
 - FM--- = SANITARY FORCE MAIN
 - T--- = TELEPHONE LINE
 - W--- = WATER LINE
 - X--- = FENCE LINE

GEORGIA HWY 53
(ASPH VARIES) (60' R/W)

THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT



THIS SURVEY AND ITS PRESENT DOES NOT CONSTITUTE A TITLE SEARCH OR TITLE OPINION BY MCCLURE SURVEYING, INC. AS LAND SURVEYORS. ALL DATA USED FOR THE LOCATION OF PROPERTY LINES, EASEMENTS, ADJOINING INTERESTS, ETC. WAS OBTAINED FROM PUBLIC RECORDS, THE CLIENT, OR OTHER SOURCES AS REFERENCED. NO ABSTRACT OF TITLE OR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE PROVIDED TO THE SURVEYOR, UNLESS OTHERWISE NOTED. OTHER DOCUMENTS OR SITUATIONS MAY EXIST THAT WOULD AFFECT THIS PROPERTY, AS WITH ANY LAND TRANSACTION, A TITLE SEARCH AND CERTIFICATE IS RECOMMENDED IN CONJUNCTION WITH THIS SURVEY, OR YOU MUST CONSULT A COMPETENT TITLE ATTORNEY.

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS OF PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN GEORGIA PLAT ACT O.C.G.A. 15-6-67. AUTHORITY O.C.G.A. SECS 15-6-67, 43-15-4, 43-15-8, 43-15-19, 43-15-22.

PROPERTY OWNER ACKNOWLEDGES THAT ANY SEPTIC SYSTEMS CONFORM TO ALL SEPTIC REQUIREMENTS. APPROVAL OF PLAT DOES NOT SUBSTITUTE THAT THE DAWSON COUNTY HEALTH DEPARTMENT WILL ISSUE A SEPTIC SYSTEM PERMIT.

DATE OF SURVEY: DECEMBER 6-12, 2019
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 69,812 FEET AN ANGULAR ERROR OF 0.0 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 162,109 FEET.

BEARINGS SHOWN ARE BASED ON ANGLES TURNED FROM A SINGLE MAGNETIC OBSERVATION AND ARE SUBJECT TO FIELD CONDITIONS.

THE EQUIPMENT USED FOR ANGULAR AND DISTANCE MEASUREMENTS WAS A LEICA ROBOTIC TOTAL STATION, TS12.

THIS PROPERTY IS NOT LOCATED WITHIN THE 100-YEAR FLOOD HAZARD AREA AS PER FLOOD INSURANCE RATE MAP NO. 130500020C, DATED 4-4-18.

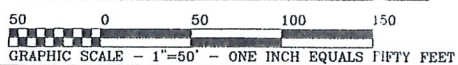
- NOTES & REFERENCES**
- TAX MAP/PARCEL #083-020
 - PARCEL IS ZONED HB
 - SETBACKS
FRONT - 40 FEET
SIDE - 20 FEET
REAR - 20 FEET
 - PLAT BOOK 35 PAGE 199
 - PLAT BOOK 36 PAGE 211
 - PLAT BOOK 70 PAGE 113

Curve	Radius	Length	Chord	Chord Bear.
C1	275.02'	256.52'	247.32'	S 80°11'24" W
C2	14.00'	18.59'	17.25'	N 35°03'04" W
C3	90.00'	141.67'	127.49'	N 42°06'32" W
C4	14.00'	18.11'	16.87'	N 50°09'20" W
C5	275.00'	79.73'	79.45'	N 04°47'57" W
C6	200.00'	21.64'	21.63'	N 00°24'23" E

SURVEY FOR:
PEACHTREE VILLAGE PARTNERS, LLC

LOTS 34-38 HV COCHRAN S/D
LAND LOT 437
4TH DISTRICT
1ST SECTION
CITY OF DAWSONVILLE
DAWSON COUNTY, GEORGIA
PLAT DATE: DECEMBER 16, 2019
REVISIONS: JANUARY 15, 2020 (NAME)

Course	Bearing	Distance
L1	N 56°44'06" E	45.11'
L2	N 79°57'42" E	30.01'
L3	N 80°29'32" E	40.87'
L4	S 80°27'51" W	62.80'



McCLURE
SURVEYING, INC.
2505 JOHNSON DRIVE - SUITE D
CUMMING, GA 30040
O: (470) 297-5592 O: (770) 889-0281
NATHAN@MCCLURESURVEYING.COM

Surveyor's Certificate
It is hereby certified that all monuments and improvements shown hereon actually exist except as otherwise indicated and that their locations, size, type, and material are correctly shown.
By: *Nathan M. McClure*

Registered Georgia Land Surveyor No. 3096
OWNER INFO:
2905 PIEDMONT ROAD
ATLANTA, GA 30305



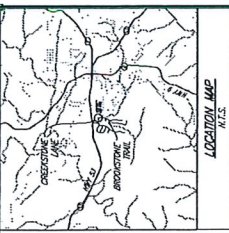
JOB NO. 19361

ERK 41 B, T - #3

DATE	DESCRIPTION

**CONCEPTUAL LAYOUT FOR:
 DAWSON OLDE TOWNE OFFICE PARK**
 LAND LOT 437
 4TH DISTRICT, 1ST SECTION
 CITY OF DANSONVILLE
 DANSON COUNTY, GEORGIA

DATE	6/29/2014
DESIGNER	DES DAVIS
PROJECT NO.	24-234
SHEET NO.	1 of 1



SITE ADDRESS:
 39 CREEKVIEW LANE
 DANSONVILLE, GA 30034

OWNERS/DEVELOPERS/SELLER:
 CHRIS SIPOS
 3165 PARK CHASE
 ALPHARETTA, GA 30022

24-HOUR CONTACT:
 CHRIS SIPOS
 (404) 797-4383
 chris@sipos.com

LEGEND

1" = 10' (1" = 10')	PROPOSED ASPHALT
1" = 20' (1" = 20')	PROPOSED ASPHALT
1" = 40' (1" = 40')	PROPOSED ASPHALT
1" = 80' (1" = 80')	PROPOSED ASPHALT
1" = 160' (1" = 160')	PROPOSED ASPHALT
1" = 320' (1" = 320')	PROPOSED ASPHALT
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1	

Dear Mayor, City Council and Planning Commission members.

The residents of Creekstone subdivision represented several concerns regarding the pre-approved commercial aspect to their PUD community during the 07/08/2024 Planning Commission public hearing.

Below is a summary of **voiced concerns** and *possible solutions*.

- **Some residents believe that there should be no entrance or exit from the commercial portion of the development onto Creekstone Lane.** *The recorded plat for the commercial portion shows road connections with the commercial development at Creekstone Lane and at the roundabout for Creekstone Lane. The actual construction on site includes the road connections through curb cuts in the same locations. The PUD zoning ordinance encourages the commercial portion to be adjacent to a major thoroughfare without resulting in traffic through the residential portion of the development. While patrons of the commercial portion do have to drive past 3 residences to enter the business area, traffic is not required to go through the overwhelming majority of the residential portion. Some residents acknowledge that GDOT is likely not to allow for another entrance into the PUD from HWY 53.*
- **Residents voiced concern about children at play and getting on and off a school bus (bus stop).** *The bus route currently enters the residential portion of the development and makes two stops internally before heading back to the roundabout for its 3rd and last stop. There is the pool and*

Exhibit #5

clubhouse parking lot at this same location which likely serves as a staging area where parents are continuously present until all children are on the bus.

- **Residents had a low level of concern regarding an increase of traffic through the neighborhood.** *All business and commercial traffic during and post construction will be limited to the distance of Creekside Lane from Hwy 53 to the roundabout. The Public Works Director may be open to consider the existing option of connecting to Stegall which all indications confirm a viable option; any dissent on this option from the residents on Stegall may be allayed by providing road improvements and/or speed bumps.*
- **Residents voiced warranted concern over the 55 – 45 mph speed limit as you pass the subdivision entrance from the west on Hwy 53.** *Just prior reaching the subdivision entrance there is a road sign indication a speed reduction from 55 to 45. Average traffic speeds likely are in the 57 -50 mph range as vehicles pass the right turn onto Creekside Lane where there is no decel lane. It would be appropriate to request of GDOT that the speed limit be reduced prior to the subdivision entrance to 35 mph and until such a change may be facilitated perhaps GDOT would give permission for the City or developer to install a flashing yellow light indicating a congested intersection during morning and evening travel times.*

This is by no means an exhaustive representation of all concerns but instead is intended to present thoughts on some of the more consistently voiced concerns with the commercially zoned portion of this development.

It was impressive that so many Dawsonville residents thought so highly of their Creekstone community and desire to play an active

role in crafting the best possible outcome for the commercial development.

Please consider that this commercial component, as first approved in 2004, is intended to add to the quality and character of the existing residential component. Any PUD provides small business owners/entrepreneurs the opportunity to live and work within the same community. The PUD also provides for small retail, convenience and mercantile occupancies to serve the integral residential component therefor offering an occasional opportunity to walk or ride a bike to a neighborhood business.

The PUD approved in 2004 states through ordinance that the commercial portion of the development shall meet the requirements and permitted uses of “Neighborhood Business”. The City Council approval stipulates additionally that the commercial component of this specific PUD meet the requirements and permitted uses of “Commercial Highway Business” which translates per today’s ordinance into “Highway Business”.

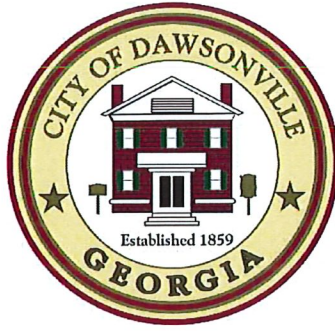
Please consider that the overwhelming majority of the uses permitted in Highway Business are likely not appropriate for the context of this specific commercial conceptual proposal provided by Chris Sipos at the July 8th PC hearing, while the majority of uses permitted in Neighborhood Business are more appropriate. This commercial portion was approved for up to 60,000 sf of space in 2004 and Mr. Sipos proposal is for 20,000.

Keep in mind that this hearing was tabled by the PC until 9/09/24 and CC will not vote until their meeting after that.

Any additional thoughts, comments or discussion on this subject is welcome.

City Council:

Caleb Phillips, Post 1
William Illg, Post 2
Sandy Sawyer, Post 3
Mark French, Post 4



John Walden
Mayor

Robert Bolz
City Manager

Beverly Banister
City Clerk

Planning Commission:

Randy Davis, Chairperson
Vacant, Post 1
Josh Nichols, Post 2
Vacant, Post 3
Ashley Stephenson, Post 4

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

Ron Haynie
Planning Director
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 C2400135: Christopher Sipos has petitioned to amend the existing site plan; located at 39 Creekstone Lane (TMP 083 020). Public Hearing Dates: Planning Commission on Monday, July 8, 2024, and City Council postponed the public hearing until Monday, September 16, 2024. City Council for a decision on Monday, September 30, 2024.

If you wish to speak on the request(s), please contact City Hall for a Campaign Disclosure form. ***This form only needed if you have made campaign contributions in the amount of \$250 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 706-65-3256 at least two (2) business days prior to the meeting.



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 10

SUBJECT: RESOLUTION NO. R2024-03

CITY COUNCIL MEETING DATE: 09/16/2024

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**

RESOLUTION NO. R2024-03: RESOLUTION ENACTING A MORATORIUM FOR A PERIOD OF SIX MONTHS ON ALL COMMERCIAL AND RESIDENTIAL ZONING AND RE-ZONING APPLICATIONS WHILE THE CITY CONSIDERS CHANGES TO ITS ZONING ORDINANCE.

PUBLIC HEARING AND FIRST READING: SEPTEMBER 16, 2024;
SECOND READING AND CONSIDERATION TO ADOPT: SEPTEMBER 30, 2024.

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Kevin Tallant, City Attorney

RESOLUTION NO. R2024-03

RESOLUTION ENACTING A MORATORIUM FOR A PERIOD OF SIX MONTHS ON ALL COMMERCIAL AND RESIDENTIAL ZONING AND RE-ZONING APPLICATIONS WHILE THE CITY CONSIDERS CHANGES TO ITS ZONING ORDINANCE

WHEREAS, recent development trends in the City of Dawsonville (hereinafter referred to as "City") suggest that current trends for commercial and residential district use may not be adequately addressed by the current City Zoning Ordinance; and

WHEREAS, the City Council of Dawsonville, Georgia (hereinafter referred to as "Council") is vested with substantial powers, rights and functions to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the City; and

WHEREAS, Georgia law recognizes that local governments may impose moratoria on zoning decisions, building permits, and other development approvals where exigent circumstances warrant the same, pursuant to the case law found at Taylor v. Shetzen, 212 Ga. 101, 90 S.E.2d 572 (1955); Lawson v. Macon, 214 Ga. 278, 104 S.E.2d 425 (1958); and most recently City of Roswell et al v. Outdoor Systems, Inc., 274 Ga. 130, 549 S.E.2d 90 (2001); and

WHEREAS, the Georgia Supreme Court, in the case of DeKalb County v. Townsend, 243 Ga. 80 (1979), held that, "To justify a moratorium, it must appear first, that the interests of the public generally, as distinguished from those of a particular class, require such interference; and second, that the means are reasonably necessary for the accomplishment of the purpose, and not unduly oppressive upon individuals." The Council has found that the interests of the public necessitate the enactment of a moratorium for health, safety, morals and general welfare purposes by means which are reasonable and not unduly oppressive; and

WHEREAS, the Council therefore considers it paramount that land use regulation continues in the most orderly and predictable fashion with the least amount of disturbance to landowners and to the citizens of the City. The Council has always had a strong interest in growth management so as to promote the traditional police power goals of health, safety, morals, aesthetics and the general welfare of the community; and in particular the lessening of congestion on City roads, security of the public from crime and other dangers, promotion of health and general welfare of its citizens, protection of the aesthetic qualities of the City including access to air and light, and facilitation of the adequate provision of transportation and other public requirements; and

WHEREAS, it is the belief of the Council that the concept of "public welfare" is broad and inclusive; that the values it represents are spiritual as well as physical, aesthetic as well as monetary; and that it is within the power of the Council "to determine that a community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled," Berman v. Parker, 348 U.S. 26, 75 S.Ct. 98 (1954). It is also the opinion of the Council that "general welfare" includes the valid public objectives of aesthetics, conservation of the value of existing lands and buildings within the City, making the most appropriate use of resources, enhancing and protecting the economic well-being of the community, facilitating adequate provision of public services, and the preservation of the resources of the City; and

WHEREAS, the Council is, and has been interested in developing a cohesive and coherent policy regarding residential and commercial growth and zoning in the City, and have intended to promote community development through stability, predictability and balanced growth which will further the prosperity of the City as a whole; and

WHEREAS, the the City is evaluating possible revisions to the City Zoning Ordinance and development regulations with respect to the regulation of commercial and residential development so as to address current development trends; and

WHEREAS, it is in the best interest of the citizens of the City to place a moratorium on the application and issuance of residential and commercial initial zonings and re-zonings until the review is completed.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DAWSONVILLE, GEORGIA, in regular meeting assembled and pursuant to lawful authority thereof, as follows:

1. In order to adequately study said issues and any zoning ordinance amendments determined to be required, the Council finds as follows: the zoning ordinance and comprehensive land use plan require review as they relate to commercial and residential zones; substantial detriment and irreparable harm may result if revision of commercial and residential zoning ordinances is needed and not implemented; said review of the ordinance and plan requires that a cessation of limited duration of zoning and rezoning applications be implemented with regard to all commercial and residential developments; and it is necessary and in the public's interest to delay, for a reasonable and finite period of time, the acceptance or processing of any applications for such developments to ensure that the design, development, and location are consistent with the long-term planning objectives of the City.
2. There is hereby imposed a moratorium on the acceptance by the City of all zoning or rezoning applications for the development of commercial and residential developments as provided for under the zoning ordinance of the City.
3. The duration of this moratorium shall be until the City lifts the moratorium by vote of the City Council, or until March 1, 2025, whichever first occurs.
4. This moratorium shall have no effect upon rezonings occurring before the effective date of this Resolution. This moratorium is not a moratorium on development of properties already zoned in the City prior to the enactment of this Resolution.
5. It is hereby declared to be the intention of the Council that all sections, paragraphs, sentences, clauses and phrases of this Resolution are and were, upon their enactment, believed by the Council to be fully valid, enforceable and constitutional. It is hereby declared to be the intention of the Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase therein. It is hereby further declared to be the intention of the Council, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Resolution is mutually

dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution. In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

6. All Resolutions or parts of Resolutions in conflict with this Resolution are, to the extent of such conflict, hereby repealed.
7. The preamble of this Resolution shall be considered to be and is hereby incorporated by reference as if fully set out herein.

SO ADOPTED AND RESOLVED by the City Council of Dawsonville, Georgia, this ____ day of _____, 2024.

MAYOR AND DAWSONVILLE CITY COUNCIL

By: _____
John Walden, Mayor

Caleb Phillips, Council Member Post 1

William Illg, Council Member Post 2

Sandy Sawyer, Council Member Post 3

Mark French, Council Member Post 4

ATTESTED TO BY:

Beverly Banister, City Clerk



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 11

SUBJECT: SPECIAL EVENT ALCOHOL PERMIT FOR GEORGIA RACING HALL OF FAME,
OCTOBER 25 – 27, 2024

CITY COUNCIL MEETING DATE: 09/16/2024

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 CONSIDER APPROVAL OF REQUEST FOR SPECIAL EVENT ALCOHOL PERMIT FOR THE
GEORGIA RACING HALL OF FAME DURING THE MOUNTAIN MOONSHINE FESTIVAL:**

BOOTLEGGERS BAR: FRIDAY, OCTOBER 25 THROUGH SUNDAY, OCTOBER 27, 2024

HISTORY/ FACTS / ISSUES:

EVENT DETAILS:

- **57TH ANNUAL MOUNTAIN MOONSHINE FESTIVAL**
 - **SEE ATTACHED MAP & PERMIT APPLICATIN WITH DETAILS**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

STAFF RECOMMENDS APPROVAL

REQUESTED BY: Bob Bolz, City Manager

Boehggers Bar & Grill Moonshin - Fest.

- Bar
- Cars
- merchandise

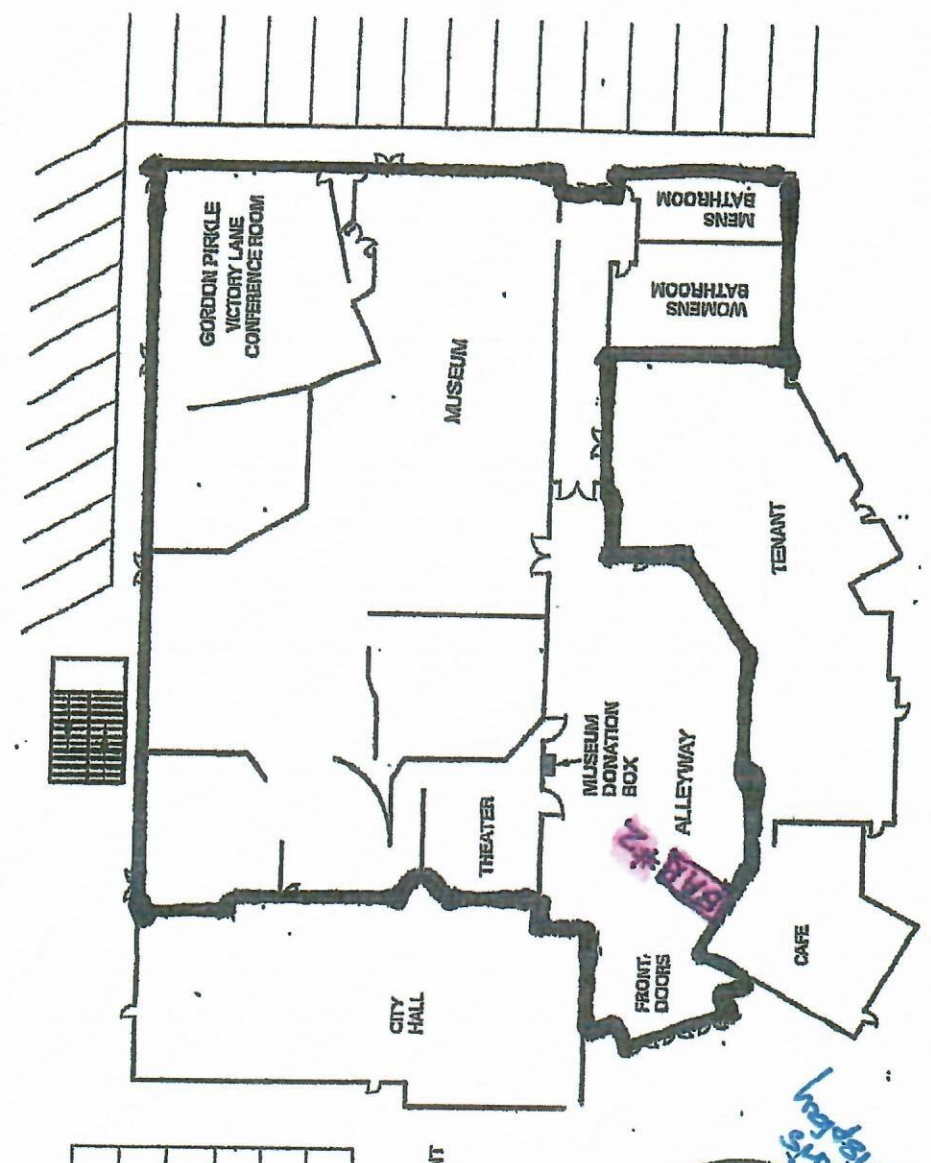
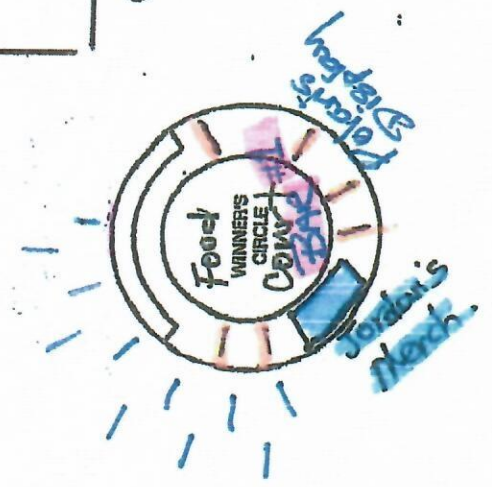


Exhibit "A"





City of Dawsonville
 415 Hwy 53 E, Suite 100
 Dawsonville, GA 30534
 Phone (706)265-3256
 Fax # (706)265-4214
 Email: permit.tech@dawsonville-ga.gov

Permit Application for:
 Parades, Public Assemblies,
 Demonstrations, and Rallies
 in Public Places

Permit Fee: Nonprofit: \$50.00 For-Profit: \$100.00
 A completed application with Permit Fee must be received a minimum of 15 days prior to event.
 * Events with alcohol or food Require additional forms & time to process
 *ALL Road Closures must be approved by CC (3 hours or over)

1. Name of Event: Bootleggers Bar @ Moonshine Festival PARADE RALLY OTHER car show
2. Location of Event: Georgia Racing Hall of Fame & winner's circle PUBLIC DEMONSTRATION
3. Date(s) of Event: October 25, 26 & 27, 2024 PUBLIC ASSEMBLY
- Time of Event: Start: _____ a.m./ p.m. End: _____ a.m./ p.m. ROAD CLOSING _____ Hrs.
- NON-PROFIT (please provide 501 (c)(3) Information) PROFIT

4. Provide information listed below for the **main contact person** responsible for the organization of this event:

Name: <u>Cindy K. Elliott</u>	Title: <u>Executive Director</u>
Organization: <u>Georgia Racing Hall of Fame</u>	Telephone #: <u>(706) 216-7223</u>
Email Address: <u>director@georgiaracinghof.com</u>	Cell Phone #: [REDACTED]
Address: <u>415 HWY 53 E</u>	City: <u>Dawsonville</u> State: <u>GA</u> Zip Code: <u>30534</u>

5. Provide the information listed below for any key personnel involved in coordinating this event. Also, provide information listed below on each officer of the club, organization, corporation, or partnership requesting this event. Attach a separate sheet if necessary.

Name: <u>same as above</u>	Title:
Organization:	Telephone #:
E-Mail Address:	
Address:	City: State: Zip Code:

Name:	Title:
Organization:	Telephone #:
E-Mail Address:	
Address:	City: State: Zip Code:

6. Expected number of participants: 500 - 5000
7. Physical description of materials to be distributed: Silent/Live Auction Items
8. How do participants expect to interact with public? as scheduled & posted
9. Route of event: (attach a detailed map of the route) N/A

9.a. Number and type of units in parade: N/A

9.b. Size of the parade: N/A

10. Will any part of this Event take place outside the City Limits of Dawsonville? _____

If YES, do you have a permit for the event from Dawson County? _____ Date Issued: _____ * Attach Copy

11. Do you anticipate any unusual problems concerning either police protection or traffic congestion as a consequence of the event? NO If YES, please explain in detail: _____

12. If road closures are needed, which roads do you anticipate closing and for how long would each be closed? NA

13. List all Prior parades or public assemblies, demonstrations, or rallies in a public place within the city limits of Dawsonville for which you obtained a permit in the last 12 months: (Include dates (month/year) – attach separate sheet, if necessary).

March, Memorial Day, June & Labor Day car shows 2024, Grand Re-opening 8/2024

Details: Please outline what your event will involve: (number of people – life safety issues – vendors – cooking – tents – rides – handicap parking – egress) attach separate sheet if necessary. Also, in the event outline please include setup, teardown and clean up.

35 volunteers, 2 security guards, food vendors (BBQ) in the winner's circle with appropriate/valid health inspection

Please attach a Detailed Route, Lay Out and Site plan.

What participation, if any, do you expect from the City of Dawsonville? None

What participation, if any, have you arranged from Dawson County Emergency Services? (All mobile food vendors creating grease laden vapors must show proof of passing inspection by a GA fire department within the previous 12 months or be inspected prior to attending this event.) None (I hope)

What participation, if any, have you arranged from the **Dawson County Sheriff Department**? 2 deputies
(1 will be dedicated to the bar outside)

What participation, if any, have you arranged from the **Dawsonville History Museum (GRHOF)**? event is
hosted by the GRHOF

What participation, if any, have you arranged from the **Environmental Health**? (Any food service requires inspection from the health department.) all vendors required to have proof of inspection or
complete inspection - we will set up set up Bootleggers bar on winner's
Insurance Requirements: (circle that apply) circle & 2nd bar in alleyway of museum

Sec. 10-25(c) "An applicant for a permit under this ordinance shall obtain liability insurance from an insurer licensed in the State of Georgia for a special event, parade, public assembly, demonstration, rally, footrace, fun run, bicycle race or filming in a public place if one or more of the following criteria exists:"

- (1) The use, participation, exhibition, or showing of live animals;
- (2) The use, participation, exhibition, or showing of automobiles of any size or description, motorcycles, tractors, bicycles, or similar conveyances;
- (3) The use of a stage, platform, bleachers or grandstands that will be erected for the event;
- (4) The use of inflatable apparatus used for jumping, bouncing or similar activities;
- (5) A special event, parade, demonstration, rally, road closing, or other such activity, for which primary attendance (that is, attendance primarily for said special event, parade, demonstration, rally, road closing, or other such activity, and not attendance which is the result of another event) is reasonably expected to meet or exceed one hundred (100) persons;
- (6) The use of roller coasters, bungee jumping or similar activities;
- (7) The use of vendors or concessions; or
- (8) The use of public streets and rights of way. (Required for public street closure or making certain areas exclusively available to the applicant like Main Street Park, City Hall parking lot etc.)

Any applicant required to provide insurance in accord with this section shall provide the City of Dawsonville with a copy of the Certificate of Insurance from an insurer authorized and licensed by the State of Georgia. The City of Dawsonville shall be added as an additional named insured party for the event on the Certificate of Insurance by the carrier. The minimum policy limits shall be \$1,000,000 (one million) per incident and \$2,000,000 (two million) aggregate for the entire event. All costs for insurance and naming the City of Dawsonville as an additional named insured party shall be borne solely by the applicant. Such insurance shall protect the City of Dawsonville from any and all claims for damages to property and/or bodily injury or death.

Is the Certificate of Liability Insurance attached? Yes No Not applicable to this event

Additional information/comments about liability insurance: _____

Additional information/comments about this application: _____

APPLICANT'S SIGNATURE FOR THE PERMIT APPLICATION; RELEASE & WAIVER OF LIABILITY; AND AGREEMENT FOR FINANCIAL RESPONSIBILITY. PRIOR TO SIGNING, PLEASE READ THE FOLLOWING OR HAVE IT READ TO YOU:

APPLICATION:

OATH: I hereby swear and affirm that the information provided within this application for parade, public assembly, demonstration, or rally is true and correct to the best of my knowledge. In addition, I agree to abide by all regulations of the ordinance and to advise all participants of the conditions of the permit.

RELEASE & WAIVER OF LIABILITY:

The permit holder shall indemnify and hold the City of Dawsonville, Georgia harmless from any claim, demand, or cause of action that may arise from activities associated with the event, including attorney's fees. I acknowledge that I understand this Release, and I hereby agree for myself and on behalf of the Applicant to indemnify and hold harmless the City of Dawsonville, Georgia and its agents, officers, and employees, individually and jointly, from and against any claim for injury (including, but not limited to, personal injury and property damage), loss, inconvenience, or damage suffered or sustained by any individual, including, but not limited to, business owners, patrons, participants of the parade, public assembly, demonstration, or rally, and spectators participating in and/or occurring during the event, unless the claim for injury is caused by intentional misconduct of an individual, agent, officer, or employee of the City of Dawsonville.

AGREEMENT FOR FINANCIAL RESPONSIBILITY:

The undersigned agrees to be solely responsible for cleaning affected areas littered during the activity, provide sufficient parking and storage areas for motor vehicles, provide temporary toilet facilities, and provide other similar special and extraordinary items deemed necessary for the permitted activity by the City of Dawsonville to keep the area of the event safe and sanitary. In no event shall the City of Dawsonville, Georgia requires individuals, organizations or groups of persons to provide personnel for normal governmental functions, such as traffic control, police protection, or other expenses associated with the maintenance of public order. If additional requirements are placed on applicants in accordance with this subsection, and those requirements are not met despite assurances by the applicant, then failure to comply with the aforementioned requirements shall be grounds for revocation of the issued permit and/or denial of any subsequent permit requested by the applicant. The City of Dawsonville, Georgia shall be entitled to recover from the applicant the sums expended by the City of Dawsonville, Georgia for extraordinary expenses agreed to but not provided by the applicant.

I further understand that false statements or omission within the application may result in the denial or disqualification of application.

Rindy Elliott

Applicant's Printed Name

Rindy Elliott

Applicant's Signature

Sworn to and subscribed before me
this 14th day of August 2024

Sara W. Beacham

Notary Public, State of Georgia



Sara W. Beacham
NOTARY PUBLIC
Lumpkin County, Georgia
My Commission Expires
December 27, 2026

My Commission Expires: _____

APPLICANT'S SIGNATURE FOR CERTIFICATION AND ACKNOWLEDGEMENT OF ROAD CLOSURE(S), TRASH CLEANUP, PARKING PROVISIONS AND PROVIDING TOILET FACILITIES. PRIOR TO SIGNING, PLEASE READ THE FOLLOWING OR HAVE IT READ TO YOU:

ROAD CLOSURES:

Applicant certifies and acknowledges that any road closures scheduled as part of an event will only take place during the time designated for the road closure and that the applicant will not arrive early, fail to clean up or fail to leave promptly after the event so as to interfere with the normal flow of traffic.

None

Sworn to and subscribed before me
this _____ day of _____ 20__

Applicant's Printed Name

Notary Public, State of Georgia

Applicant's Signature

My Commission Expires: _____

TRASH CLEANUP, PARKING PROVISION AND TOILET FACILITIES:

The applicant shall be responsible for trash cleanup of affected areas littered during the activity and the provision of temporary toilet facilities, as needed.

Based upon review of the application, the city may require that the applicant be responsible for trash cleanup of affected areas littered during the activity for which a permit is sought, the provision of sufficient parking and storage areas for a large influx of motor vehicles occasioned by the permitted activity, provision of temporary toilet facilities, and other similar special and extraordinary items determined to be necessary for the permitted activity based upon the application's contents. In no event shall the city require individuals, organizations or groups of persons to provide personnel for normal governmental functions, such as traffic control, police protection, or other expenses associated with the maintenance of public order. If additional requirements are placed on applicants in accordance with this subsection, and those requirements are not met despite assurances by the applicant, then failure to comply with the aforementioned requirements shall be grounds for revocation of the issued permit and/or denial of any subsequent permit requested by the applicant. The city shall be entitled to recover against the applicant the sums expended by the city for those extraordinary expenses agreed to but not provided by the applicant.

Sworn to and subscribed before me
This 14th day of August 2024

Cindy Elliott

Applicant's Printed Name

Sara W. Beacham

Cindy Elliott

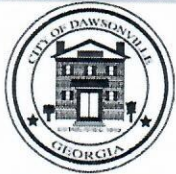
Notary Public, State of Georgia

Applicant's Signature

My Commission Expires _____



Sara W. Beacham
NOTARY PUBLIC
Lumpkin County, Georgia
My Commission Expires
December 27, 2026



City of Dawsonville
 415 Hwy 53 E, Suite 100
 Dawsonville, GA 30534
 Phone (706)265-3256
 Fax # (706)265-4214

Permit Application for:
 Parades, Public Assemblies,
 Demonstrations, and Rallies in Public Places
 (Dawson County Emergency Services)

Emergency Services: Please complete this sheet and return it to the City of Dawsonville.

Name of Event: Bootleggers Bar @ Moonshine Festival Date(s) of Event: 10/25-10/27/2024

Any anticipated problems with proposed route? N/A

Any anticipated problems with the designated location for participants to assemble? None

How many personnel will be required for this event? 35 volunteers

Estimated cost for personnel: hourly rate for officers (previously \$45 hourly) x 2 officers

Number and type of vehicles required: None, other than golf cart

Type of procedures or equipment needed for the health and safety needs of the participants and the viewing public: None needed

Estimated cost for equipment: N/A

Additional comments/concerns: _____

EMERGENCY SERVICES

APPROVED: YES NO

By: _____ Date: _____



City of Dawsonville
 415 Hwy 53 E, Suite 100
 Dawsonville, GA 30534
 Phone (706)265-3256
 Fax # (706)265-4214

Permit Application for:
 Parades, Public Assemblies,
 Demonstrations, and Rallies in Public Places
 (Dawson County Sheriff Department)

Sheriff Department: Please complete this sheet and return it to the City of Dawsonville.

Name of Event: Bootleggers Bar@Moonshine Festival Date(s) of Event: 10/25-10/27/24

Any anticipated problems with proposed route? N/A

Any anticipated problems with the designated location for participants to assemble? None

How many officers will be required for this event? 2

Estimated cost for officers: \$45 hourly x 2 officers

Number of vehicles required: None

Type of procedures or equipment needed for the health and safety needs of the participants and the viewing public: N/A

Estimated cost for equipment: _____

Additional comments/concerns/recommendations: _____

SHERIFF DEPARTMENT: (ALSO PROVIDE A WRITTEN STATEMENT FOR EVENTS ON DOT ROADS/ROW'S)

APPROVED: YES NO

By: _____ Date: _____



City of Dawsonville
415 Hwy 53 E, Suite 100
Dawsonville, GA 30534
Phone (706)265-3256
Fax # (706)265-4214

Permit Application for:
Parades, Public Assemblies,
Demonstrations, and Rallies in Public Places
(Public Works – Environmental Health)

Name of Event: Bootleggers Bar @ Moonshine Festival Date(s) of Event: 10/25 - 10/27/24

PUBLIC WORKS:

Additional comments/concerns/recommendations: _____

APPROVED: YES NO

By: _____ Date: _____

CITY MANGER:

Additional comments/concerns/recommendations: _____

APPROVED: YES NO

By: _____ Date: _____



City of Dawsonville
415 Hwy 53 E, Suite 100
Dawsonville, GA 30534
Phone (706)265-3256
Fax # (706)265-4214

Permit Application for:
Parades, Public Assemblies,
Demonstrations, and Rallies in Public Places
(Public Works – Environmental Health)

Name of Event: Bootleggers Bar @ Moonshine Festival Date(s) of Event: 10/25-10/27/24

DAWSONVILLE HISTORY MUSEUM (GRHOF):

Additional comments/concerns/recommendations: _____

APPROVED: YES NO

By: Randy Elliott Date: Aug. 14, 2024

ENVIRONMENTAL HEALTH:

Additional comments/concerns/recommendations: _____

APPROVED: YES NO

By: _____ Date: _____



City of Dawsonville
 415 Hwy 53 E, Suite 100
 Dawsonville, GA 30534
 Phone (706)265-3256
 Fax # (706)265-4214

**Permit Application for:
 Parades, Public Assemblies,
 Demonstrations, and Rallies in Public Places
 (APPROVALS)**

Name of Event: Boozleggers Bar@Moonshine Festival Date(s) of Event: 10/25-10/27/24

Office Use for Dawsonville City Hall Only: The following departments have reviewed and approved this event as applicable:

Department	Notified Date	Name	Approved	Date
Sheriff Department				
Emergency Services				
Dawsonville Roads Dept.				
Environmental Health				
GA Dept of Transportation (For events on State roads/ROWs)				
Dawson County (For events outside city limits)				
City Manager				
Dawsonville History Museum				
City Council (for road closures)				

Approved:

Planning Director or City Manager

Date

OFFICE USE:

DATE(S)

_____ Permit Fee Received

_____ Event Entered on Calendar (COZI and City Shared)

_____ Insurance Certificate Received

_____ Route / Map Received

_____ City Council Meeting Date Scheduled

_____ Applicant notified to attend CC meeting

_____ Applicant notified to pick up permit

_____ OK to Close Permit - Approved by _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bagwell Insurance Group, Inc 2041 Memorial Park Drive P.O. Box 2978 Gainesville GA 30504	CONTACT NAME: Kevin Brookshire PHONE (A/C, No, Ext): (770) 534-1574 E-MAIL ADDRESS: customerservice@bagwellinc.com	FAX (A/C, No): (770) 534-9542
	INSURER(S) AFFORDING COVERAGE	
INSURED Dawsonville History Museum Inc DBA: Georgia Racing Hall of Fame PO Box 1561 Dawsonville GA 30534	INSURER A: Hartford Underwriters Insurance Co NAIC # 30104	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL242730651 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			20SBABA0Y2Y	3/31/2024	3/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BLANKET ADDITIONAL INSURED ON THE GENERAL LIABILITY COVERAGE FOR ONGOING OPERATIONS WHEN REQUIRED BY WRITTEN CONTRACT.

EVENT: MOONSHINE FESTIVAL-10/25/2024 TO 10/27/2024
LIQUOR LIABILITY COVERAGE-10/25/2024 TO 10/27/2024-USLI-POLICY#SE1125752-LIMIT=\$3,000,000 EACH OCCURRENCE AND AGGREGATE LIMIT=\$3,000,000

CERTIFICATE HOLDER CITY OF DAWSONVILLE 415 HWY 53 EAST, #100 DAWSONVILLE, GA 30534	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Wendell Bagwell/KEVIN <i>Wendell Bagwell</i>



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 12

SUBJECT: CONSIDERATION OF LAND AND WATER CONSERVATION FUND GRANT APPLICATION

CITY COUNCIL MEETING DATE: 09/16/2024

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

REQUEST FOR APPROVAL TO (1) APPLY FOR THE GEORGIA DEPARTMENT OF NATURAL RESOURCES LAND & WATER CONSERVATION FUND GRANT; AND

(2) REQUEST FOR APPROVAL TO PARTNER WITH GMRC TO APPLY FOR THE GRANT ON BEHALF OF THE CITY IN THE AMOUNT OF \$1,500.00 TO BE PAID OUT OF THE FY 2025 GENERAL FUND BUDGET.

HISTORY/ FACTS / ISSUES:

THE GRANT FUNDS ARE BEING SOUGHT TO FUND PROJECTS FOR LAND ACQUISITION AND CONSTRUCTION OF A SHARED STORMWATER PARK THAT WOULD SERVE THE FUTURE TOWN CENTER, SURROUNDING AREAS AND PROVIDE ACTIVE RECREATION AND THE DEVELOPMENT OF THE LIVING HISTORY TRAIL (LINEAR PARK) AS OUTLINED IN THE DOWNTOWN STRATEGIC PLAN.

OPTIONS:

RECOMMENDED SAMPLE MOTION:

STAFF RECOMMENDS APPROVAL

REQUESTED BY: Amanda Edmondson, Director of Downtown Development

SEEKING PROJECT FUNDING:

Land acquisition and construction of a **shared stormwater park** that would serve the future town center, surrounding areas, as well as provide active recreation (such as a mountain bike park).



A “Land & Water Conservation Fund 2024” grant application is under consideration.

Land & Water Conservation Fund Grants

Overview

The Land and Water Conservation Fund (LWCF) Program is a federal program authorized by Congress for the purpose of acquiring federal lands and assisting states and local governments with funds to acquire lands and develop and renovate outdoor recreation facilities. LWCF funds are appropriated by Congress to the U. S. Department of the Interior, National Parks Service (NPS), and NPS allocates the funds through state agencies as a grant program to state and local governments. Grantees must match the grant award dollar for dollar.

The LWCF Program, first authorized in 1965, has resulted in Georgia receiving over \$120 million in matching grant funds. The program was reauthorized and received permanent funding in fiscal years 2019 and 2020 respectively. With the permanent funding, it is anticipated that Georgia will receive \$5-7 million annually.

In order to efficiently administer the grant funds, LWCF moved to a bi-annual grant cycle. With two years of allocations to award, an estimate of \$12 million will be available to local governments during the 2024-2025 grant cycle.

LWCF 2024-2025 Grant Cycle Timeline

June 2024
Educational
webinars

September 1
Pre-app period
opens

October 31
Pre-app period
closes

Nov – Dec
Pre-apps
reviewed & ranked

February 2025
2nd Level
Application
announcements
sent

May 2025
2nd Level
Applications
due

June 2025
Applications
submitted to
NPS for 90-
day review

Fall 2025
(anticipated)
Grants Awarded
Sub-agreements executed
Financial workshop held
Project begins



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 13

SUBJECT: CONSIDERATION OF FINAL PLAT FOR THE VILLAS AT MAPLE STREET

CITY COUNCIL MEETING DATE: 09/16/2024

PURPOSE FOR REQUEST:

REVIEW THE FINAL PLAT AND APPROVE FOR RECORDING OF THE VILLAGE AT MAPLE STREET; LOCATED A TMP D02 002 ON MAPLE STREET.

HISTORY/ FACTS / ISSUES:

- **DEVELOPMENT MEETS THE LAND DEVELOPMENT REGULATIONS. DEPARTMENT HEADS AND CITY ENGINEER HAS SIGNED THE FINAL PLAT.**
-

OPTIONS: **APPROVE, DENY OR POSTPONED**

RECOMMENDED SAMPLE MOTION:

PLANNING DEPARTMENT RECOMMENDS THE MAYOR SIGNING THE FINAL PLAT FOR THE VILLAGES AT MAPLE STREET FOR RECORDING.

DEPARTMENT: Planning and Zoning

REQUESTED BY: Ron Haynie, Planning Director

PREPARED FOR:
HIAWASSEE LAND PARTNERS, LLC
 3120 FRONTAGE RD.
 GAINESVILLE, GA 30604
24-HR. CONTACT: GEOFF COOK
 (878) 207-1509

PROJECT NAME:
THE VILLAGE AT MAPLE STREET

TASK:
FINAL PLAT

PROJECT INFORMATION:
 THE VILLAGE AT MAPLE STREET
 24-104
 PROJECT NUMBER
 MAPLE STREET
 PROJECT ADDRESS
 LOTS
 LOT 104 (N46)
 OWNER
 HIAWASSEE LAND PARTNERS, LLC
 3120 FRONTAGE ROAD
 GAINESVILLE, FLORIDA
 COUNTY: SUMNER

PLAN REVISION	
NO.	DATE DESCRIPTION
1	9/6/24 2. UPDATE PERM LOCATION OFF SET 18
2	
3	
4	



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DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 14

SUBJECT: CITY PARKING ORDINANCE OPTIONS

CITY COUNCIL MEETING DATE: 09/16/2024

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 FROM THE JUNE 3, 2024 CITY COUNCIL MEETING**
TO DETERMINE IF COUNCIL WANTS TO MOVE FORWARD WITH THE DEVELOPMENT OF ONE OF THE PARKING ORDINANCE OPTIONS

HISTORY/ FACTS / ISSUES:

- **PARKING ON CITY STREETS HAS BEEN AN ONGOING ISSUE AS PRESENTED BY THE PUBLIC WORKS DIRECTOR AND DISCUSSED AT SEVERAL COUNCIL MEETINGS**
- **COUNCIL DIRECTED CITY ATTORNEY TO DEVELOP AN ORDINANCE TO BE CONSIDERED.**
- **ISSUE OF PARKING ON CITY STREETS INTRODUCED ON 09/18/2023 AND DISCUSSED AT VARIOUS MEETINGS THROUGHOUT THE YEAR. OPTIONS WERE PRESENTED AT THE 01/17/2024 MEETING TO HAVE COUNCIL REVIEW AND CONSIDER THE OPTIONS. OPTIONS WERE FURTHER PRESENTED AT THE 04/15/2024 MEETING FOR DISCUSSION. ITEM WAS TABLED TO THE JUNE 3, 2024 CITY COUNCIL MEETING AT WHICH TIME STAFF PROVIDED ROAD WIDTHS AND COSTS TO ENFORCE. DISCUSSION OF CONCERNS FOR ENFORCEMENT WERE HAD AND HAVING HOA'S ENFORCE THEIR OWN COVENANTS AS IT PERTAINS TO PARKING ON STREETS. ITEM TABLED TO SEPTEMBER 16, 2024.**

OPTIONS:

DETERMINE BEST OPTION (IF ANY) AND INSTRUCT CITY ATTORNEY TO PUT INTO AN ORDINANCE

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Trampas Hansard, Public Works Director/Kevin Tallant, City Attorney

**OPTION 1 – GENERAL PROHIBITION PARKING ON THE STREETS WITH
DAYTIME-ONLY PERMIT OPITION**

Section 13-45 Parking on streets

- (a) *Parking on public streets prohibited generally.* It shall be unlawful for any person to park a vehicle on any public street in a residential zoning district other than as expressly permitted in this section.
- (b) *Delivery vehicles, tradespersons, and emergency vehicles.* Commercial delivery vehicles may park on public streets in residential areas for the purpose of making deliveries in the vicinity. Tradespersons, utilities workers, construction workers, and other service providers may park on public streets in a residential area in the vicinity of the service location if doing so is reasonably necessary for the purpose of performing their work or providing their services. Persons operating emergency vehicles in the performance of their duties are exempt from this section.
- (c) *Permitted parking.* The owner or any occupant of a residence in a residential district may apply for a temporary parking permit to allow residents or social guests to park on public streets in the vicinity of the residence. The applicant shall apply in writing at least one full business day in advance of the desired date for parking and shall state location of residence, the time and date for which the permit is desired, the purpose for which the permit is desired, the names of the streets where permitted parking is desired, the approximate number of vehicles anticipated to be present, and whether there will be any oversized vehicles such as buses, large vans, or limousines. If the applicant desires a permit for more than one consecutive day, the applicant shall submit the application at least one week in advance of the first day of the desired period.

The City Manager or his designee shall have discretion to issue a permit, giving consideration to the following factors:

- Whether the parked vehicles would significantly impede traffic;
- Whether parked vehicles would create a hazardous condition;
- Whether the anticipated number and type of vehicles can reasonably park in the area;
- Whether the anticipated parking could result in a violation of this section;
- Whether another parking permit has already been issued for a residence in the vicinity for an event taking place around the same time; and
- Any other factors which in the judgment of the City Manager or his designee impact good order within the City of Dawsonville or the health, safety, convenience, or welfare of any person therein.

Any permit issued pursuant to this paragraph shall specify the permitted time, date, streets, and number of vehicles. The City Manager or his designee shall have the discretion to specify or restrict the time, place, and number of vehicles notwithstanding the applicant's request. In general, the City Manager or his designee should not permit on-street parking in a vicinity for more than seven consecutive days, but the City Manager shall have discretion to consider whether circumstances stated by an applicant warrant a longer period. Upon written notice to the permittee, the City Manager or his designee may revoke an on-street parking permit if the City Manager or his designee becomes aware of new or different circumstances which would justify denying a permit.

(d) *Duties of permittee and guests.* It shall be the duty of the permittee to ensure that all persons parking pursuant thereto place a copy of the permit in the vehicle such that it is readily

visible from the exterior, such as through the driver's window or windshield. The permittee shall be in violation of this section if the permittee allows more vehicles to utilize the permit than the number permitted, fails to provide copies of the permit to the operators of the vehicles, or uses or permits any person to use the permit for a materially different purpose from the purpose stated in the application. Except as otherwise provided in this section, any person who parks on a public street without displaying a valid permit shall be in violation of this section regardless of whether a permit has been issued.

(e) *Impeding traffic and overnight parking prohibited.* Notwithstanding anything in this section, it shall in all cases be unlawful for any person, other than the operator of an emergency vehicle pursuant to paragraph (b), to park a vehicle on a public street

1. in a manner which would prevent or hinder an emergency vehicle from passing on the street;
2. in a manner which blocks a driveway;
3. within an intersection;
4. beside or across the street from another vehicle parked on the street such that more than one lane is impeded; or
5. between midnight and 6:00 AM.

(f) *Nonconsensual towing and penalty for violation.* Vehicles parked in violation of this section are subject to nonconsensual towing as provided in this Article. Each calendar day a violation continues or occurs shall be a separate violation of this Code.

OPTION 2 – STREET PARKING PROHIBITED; NO PERMIT OPTION

Section 13-45 Parking on streets

(a) It shall be unlawful for any person to park a vehicle on any public street in a residential zoning district, except as follows:

1. Operators of emergency vehicles are exempt from this section while engaged in the performance of their duties.
2. Operators of commercial delivery vehicles may park on a public street in residential area for the purpose of making deliveries in the vicinity.
3. Tradespersons, utilities workers, construction workers, and other service providers may park on public streets in a residential area in the vicinity of the service location if doing so is reasonably necessary for the purpose of performing their work or providing their services.

(b) In no case shall any person, other than an exempt operator of an emergency vehicle, park on a public street

1. in a manner which would prevent or hinder an emergency vehicle from passing on the street;
2. in a manner which blocks a driveway;
3. within an intersection;
4. beside or across the street from another vehicle parked on the street such that more than one lane is impeded.

(c) *Nonconsensual towing and penalty for violation.* Vehicles parked in violation of this section are subject to nonconsensual towing as provided in this Article. Each calendar day a violation continues or occurs shall be a separate violation of this Code.

OPTION 3: PROHIBITION WITH NON-PERMITTED EXCEPTION FOR SHORT-TERM PARKING

Section 13-45 Parking on streets

(a) It shall be unlawful for any person to park a vehicle on any public street in a residential zoning district, except as follows:

1. Operators of emergency vehicles are exempt from this section while engaged in the performance of their duties.
2. Operators of commercial delivery vehicles may park on a public street in residential area for the purpose of making deliveries in the vicinity.
3. Tradespersons, utilities workers, construction workers, and other service providers may park on public streets in a residential area in the vicinity of the service location if doing so is reasonably necessary for the purpose of performing their work or providing their services.
4. A vehicle may be parked on the street in front of a residence, or as nearly as reasonably possible in the vicinity thereof, for up to 24 hours at a time provided the owner or an operator resides in the residence or is a social guest at the residence; while parked is physically present at the residence, on the premises thereof, or in the vicinity of the vehicle; and there is no reasonably available option for the vehicle to be parked in a driveway or designated parking area. Any person parking on a street pursuant to this paragraph shall have a duty to ensure the vehicle does not create or contribute to a hazardous traffic condition or significant traffic impediment, and to remain in compliance with this section at all times, including but not limited to ensuring changed conditions do not result in a violation of this

section and by moving the vehicle off the street if a reasonable alternative option becomes available. This duty shall apply equally to the owner of the vehicle.

(b) In no case shall any person, other than an exempt operator of an emergency vehicle, park on a public street

1. in a manner which would prevent or hinder an emergency vehicle from passing on the street;
2. in a manner which blocks a driveway;
3. within an intersection;
4. beside or across the street from another vehicle parked on the street such that more than one lane is impeded.

(c) *Nonconsensual towing and penalty for violation.* Vehicles parked in violation of this section are subject to nonconsensual towing as provided in this Article. Each calendar day a violation continues or occurs shall be a separate violation of this Code.

WIDTHS OF SUBDIVISION ROADS

Pearl Chambers } 24 Feet and 9 Inches Wide

Richmond }
Shoal Creek I }
Rainhill } 24 Feet and 4 Inches Wide
Burts Crossing I }
Maple Heights }

Creekstone } 26 Feet and 4 Inches Wide

Shoal Creek II } 24 Feet and 6 Inches Wide

Maple Hill } 24 Feet Wide

Howser Mill }
Stonewall } 28 Feet and 4 Inches Wide
Burt Crossing II }

Costs associated with enforcement would equate to staff time



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 15

SUBJECT: PROPOSED FINE SCHEDULE FOR ORDINANCE VIOLATIONS

CITY COUNCIL MEETING DATE: 09/16/2024

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 AN ORDINANCE BE DEVELOPED FOR A PROPOSED FINE SCHEDULE FOR
ORDINANCE VIOLATIONS**

HISTORY/ FACTS / ISSUES:

SEE ATTACHED FINE SCHEDULE

OPTIONS:

RECOMMENDED SAMPLE MOTION:

DIRECT CITY ATTORNEY TO DEVELOP ORDINANCE

REQUESTED BY: Trampas Hansard, Public Works Director

VIOLATION	BASE FINE 1ST VIOLATION	TOTAL FINE 1ST VIOLATION	BASE FINE 2ND VIOLATION	TOTAL FINE 2ND VIOLATION	BASE FINE 3RD VIOLATION	TOTAL FINE 3RD VIOLATION
ANIMALS RUNNING AT LARGE	\$98.95	\$250.00	\$236.90	\$450.00	\$323.10	\$575.00
ANIMALS RUNNING AT LARGE RESULTING IN A BITE	\$98.95	\$250.00	\$236.90	\$450.00	\$323.10	\$575.00
ANIMAL UNDER RESTRAINT	\$98.95	\$250.00	\$236.90	\$450.00	\$323.10	\$575.00
ABANDONMENT OF ANIMAL	\$150.69	\$325.00	\$236.90	\$450.00	\$323.10	\$575.00
ANIMAL NEGLECT	\$98.95	\$250.00	\$236.90	\$450.00	\$323.10	\$575.00
ANIMAL CREATING NUISANCE	\$98.95	\$250.00	\$236.90	\$450.00	\$323.10	\$575.00
DANGEROUS ANIMAL	\$200.00	\$396.50	\$500.00	\$824.50	\$750.00	\$1,162.00
VICIOUS ANIMAL	\$300.00	\$541.50	\$750.00	\$1,162.00	\$1,000.00	\$1,499.50
PERMIT OR LICENSE VIOLATION	\$98.50	\$250.00	\$236.90	\$450.00	\$323.10	\$575.00
RESIDENTIAL EROSION OR GRADING VIOLATION	\$98.50	\$250.00	\$236.90	\$450.00	\$323.10	\$575.00
COMMERCIAL EROSION OR GRADING VIOLATION	\$202.42	\$400.00	\$323.10	\$575.00	\$409.31	\$700.00
RIGHT OF WAY VIOLATION	\$98.95	\$250.00	\$236.90	\$450.00	\$323.10	\$575.00
ALL TERRAIN VEHICLE VIOLATION	\$98.95	\$250.00	\$236.90	\$450.00	\$323.10	\$575.00
NOISE VIOLATION	\$98.95	\$250.00	\$236.90	\$450.00	\$323.10	\$575.00
RABIES VIOLATION (PAYMENT UPON PROOF)	\$98.95	\$250.00	\$236.90	\$450.00	\$323.10	\$575.00
LITTERING AND SOLID WASTE	\$98.95	\$250.00	\$236.90	\$450.00	\$323.10	\$575.00
LAND USE VIOLATION	\$98.95	\$250.00	\$236.90	\$450.00	\$323.10	\$575.00
SIGN VIOLATION	\$98.95	\$250.00	\$236.90	\$450.00	\$323.10	\$575.00
VIOLATING STOP WORK ORDER	\$271.37	\$500.00	\$444.82	\$750.00	\$630.00	\$1,000.00



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 16

SUBJECT: _____ **STAFF REPORT: CITY MANAGER** _____

CITY COUNCIL MEETING DATE: 09/16/2024

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 PROVIDE CITY UPDATES

HISTORY/ FACTS / ISSUES:

SEE ATTACHED OUTLINE

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

CITY MANAGER REPORT

PREPARED SEPTEMBER 11 FOR SEPTEMBER 16,2024, AGENDA

Flags at Half Staff: Governor Kemp has directed flags to be flown at half-mast in honor of the four who lost their lives at Apalachee High School earlier this week. They are to remain there until the interment of the four. Please keep the families and students of all involved in your prayers. Also, the flag was flown at half-mast in honor of September 11th.

Food Truck Friday Night: September 6th Food Truck Friday Night was a great success. Good food, fun, music, and fellowship. Jon Wan provided music and we offered two bouncy houses. Food vendors include Black Market Barbeque, Brookton Catfish School, Burger 21, Old Dad's Wings, IGY6 Coffee, PattyKakes, and Rio's Ice Cream. The crowd seemed to be off a bit due to the tragedy that occurred at Apalachee High School earlier in the week and a Friday night football game; however, all the vendors either sold out or came close to it indicating that the crowd was better than we thought.

Exceptional Students: Exceptional students from DCHS toured City Hall this month.

GDOT Work on the Downtown Roundabout: Work should start soon with the plan to conduct most of it during nighttime hours.

Shoal Creek Bridge Construction & Paving Project: This project is underway with major relocations of our water service line complete.

Burt Creek Road: The contractor has made some repairs on Burt Creek Road in preparation for paving. They began work in earnest after Labor Day and anticipate two weeks to complete.

Rental Space - Distillery: All the staff punch list work is complete, and Granddaddy Mimms was billed for rent in August. GDM continues their efforts installing beverage equipment, security cameras, the still, and working on the bar hopes of opening on October 1st.

Patio: The patio renovation will begin just after the Moonshine Festival.

GDOT TAP Grant: A GDOT Transportation Alternative Grant was submitted for consideration.

Farmer's Market: As mentioned in previous reports, but as a reminder, the market is no longer opening on Wednesday afternoon, just Saturday mornings.

Georgia Racing Hall OF Fame:

Ghosts of Racing Haunted House & Ghost Walk October 18-19.

Work Study Intern: A WBL student began working two or three hours a day seeking an introduction into government.

Moonshine Festival: Staff met with Kare for Kids and the Dawson County Sheriff's Office regarding the 57th Annual Mountain Moonshine Festival scheduled for October 25-27.

Impact Fees: The City Council approved the revised CIE, and it has been submitted to DCA for their approval. DCA requested additional information that has been provided by our attorney, staff, and GMRC.

Streetlight Conversion: GA Power will be converting all the streetlights the city is responsible for to LED, which should save power usage and be cost effective over the long haul.

Branding Development Committee: We look forward to a recommended logo.

DCA Historic Resource Survey for CLG \$6,000.00 Grant: With the City Council awarding the contract work is complete all and we await the final report. The final study will include consideration of the National Register of Historic Districts nomination for downtown, which would provide monetizable tax credit to incentivize revitalization.

Dawson County Health Department: Discussions continue with Dawson County as staff investigate land acquisition options.

Utility Rate Study: The City Council passed the three-phase rate study, and it went into effect September 1st.

Governor's Office of Planning & Budget Grant for Water System Infrastructure due to Population Increase: No news on the grant we applied for offered by the Governor's Office of OPB that can be awarded to municipalities experiencing significant population increases. The grant request totaled \$1,154,720.00 and would be used to cover the cost of drilling and setting up operation of the new well. The grant requires a 75-25 match; so, our portion would be \$285,000.00. We have already budgeted in our Enterprise Fund for the total amount. If awarded, this could represent a savings of at least \$896,220.00. The plans and design for the well are complete.

Water System Capacity Increase: EPD has approved testing at the potential spring site. Bids have been obtained and testing should begin soon.

Lead & Copper Pipe Grant: Staff have completed identification of all lead and copper pipes and the only pending with this project is the lengthy data entry, which is nearing completion. All water service providers nationwide must complete this process by the end of October 2024.

Wastewater Treatment Plant: EPD has approved the NPDES permitting USDA is evaluating the project, and they have moved it to the next phase of review with the national office requesting a rewrite of the underwriting. Heavy sludge levels at the current WWTP due primarily to high strength poultry waste, our existing pond will need to be dredged soon, estimated cost just under \$1 million.

Generator Grants – GEMA: Staff have worked hard to prepare grant request packages that have been submitted to GEMA for several generators that would be permanently installed at several of our water wells, and the sewage lift stations. We received word that they are in the final review stages, and we are still in consideration. Additional information including GPS coordinates was provided to GEMA this week.

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. The plan has been submitted to GEMA and FEMA. Once that step is completed, it will be returned to the City Council for adoption consideration.

Special Events: Our next Friday Food Truck Nights are October 4, and November 23rd, which will also be our tree lighting event. It's hard to believe another year has almost passed by.

LGRMS Safety Grant: For the tenth year in a row, we received the fully allowable safety grant from LGRMS. This year's amount was \$6,300.00. Funds will be used to reimburse our purchase of some high visibility T-shirts making employee safer working in and around traffic, Bluetooth jobsite ear buds, mesh safety vests, a back-up camera for the skid steer, plug in flasher lights to make vehicles more visible, and a wet umbrella stand for City Hall lobby to lessen risk of slip, trips and falls. There will be a 'big' check event scheduled soon.

Utility Rate Study: The City Council passed the three-phase rate study, and it went into effect in September.

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Special Events: Our next Friday Food Truck Nights are October 4, and November 23rd, which will also be our tree lighting event. It's hard to believe another year has almost passed by.

Flock Public Safety Cameras: Staff are working with Flock cameras and the DCSO regarding installation of cameras at locations in the city. The Sheriff's Office is placing some throughout the county and the school system is looking at cameras at each school's entrance/exit.

Sidewalk and Road Shoulder Maintenance: Public Works continued pressure washing all city sidewalks, curbs, and gutters.

Main Street Park:

- **Playground & Shade:** Staff continue researching shade for various locations in the park, including the playground, skate park, pickleball courts, 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. Impact Fees could be used to supplement this grant. Our goal is to get 75-90% of the equipment under some form of shade. Staff met with an expert on July 8th, and we received his recommendations and are evaluating these projects which are anticipated to cost more than \$100,000.00.
- **Picnic Shelters #1 and #3:** Electrical power has been installed at both shelters. Reservations continue to be very popular.
- **Disc Golf:** We have laid out the course and clearing will begin with installation of the baskets to follow soon after.
- **Basketball Court & Pickleball Courts:** Both the pickleball and basketball courts have been receiving considerable use despite hot weather. Most mornings and evenings all the courts are full and there are usually people waiting their turn to play. We have been approached by an instructor who wants to offer lessons at our courts.
- **Skate Park Expansion:** New equipment has been installed as has relocation of old elements to the new pad. Skate Park users are enjoying the larger, more challenging course. The old pad will be converted to a rest room and shelter once adequate funding is available. Planning is underway for a water fountain, benches, and a small shelter for shade at the new location. Landscape work by the Women's Club is underway.
- **Water Fountains:** We continue evaluating additional locations for water fountains within the park, each costing about \$7,000.
- **Stage:** Staff are researching options for this project.
- **Dog Park:** Research into turf improvement, shade, and water fountain is underway. We have a donor who we are meeting with interested in possibly donating shade for this area. A gentleman recently donated \$1,000.00 for the addition of trees in this area.
- **Splash Pad:** Research into the possibility of adding this amenity is underway. The current cost estimate is over \$350,000.00. Impact Fees could help fund this project.
- **Power for Amphitheater & Christmas Tree Walk:** We are working with GA Power for additional power for the future amphitheater. Impact Fees could provide a great source of revenue for this project.
- **Cannery & Multi-use Facility:** Staff have been meeting with several interested individuals, groups, and agencies all interested in replacing the cannery that was once in our community. We are working to build a coalition of committed people and agencies that can join to design a facility and find grant funding for land acquisition, construction, and operation. Early vision sees the facility not only being a cannery, but a dual kitchen that includes incubator space, refrigerated cold/frozen storage, classroom, emergency shelter for warming needs and other weather events, etc.

Downtown Development Update:

- Plan is finalized and implementation is underway.
- GMRC has begun work on the Reconnecting Communities Planning Grant application.
- downtown_dawsonville Instagram was established and frequent posts are being made to promote downtown businesses, events and activities.
- A Downtown Dawsonville email newsletter is in progress.
- We will be seeking a LWCF grant for portions of the new property.

Economic Development:

- A “Welcome packet” informing existing and potential businesses about economic development resources and processes is in progress.
- The Downtown Dawsonville Branding process is underway. The August meeting was rescheduled.
- The ABAC Georgia Rural Development Center has agreed to fund a hotel feasibility study for Downtown Dawsonville, a proposal is in place by the Highlands Group. Agreements are in place and staff are assisting with additional market research.
- A new HWY 53 Billboard contract by the DDA has begun including five businesses.
- Downtown Director attended multiple days of training this month and started the Leadership Dawson Class.
- Staff continued to work with new businesses to establish the proper paperwork and approvals to issue DDA grant funds.
- “Big Check” ceremonies are being planned for IGY6 Coffee, Peachy Paws Petspa, and the Purple Corn Boutique with media presence to acknowledge the impact of the DDA grant.
- Staff is researching the “GA FLEX” rural youth entrepreneurship community workforce development program and was offered a \$5,000 grant from the GA Chamber of Commerce in partnership with Truist Bank that would cover part of the program.

Placemaking Projects:

- Staff are working with UNG to develop the framework for UNG art students spending a semester working on a City of Dawsonville public art project.
- Staff is working to schedule oral history recordings to tie to local historic and cultural preservation; future placemaking projects will tie to these through an ARCGIS story map.

Commissions Update: “Big Check” ceremonies are being scheduled for DDA grant awards to Peachy Paws Petspa and IGY6 Coffee. The Planning Commission was cancelled in August due to no agenda items. We still have vacancies on the Planning Commission and the Historic Preservation Commission.

Personnel: Staff took some well-deserved vacations and others attended training this month. We continue to recruit for Assistant City Manager. As required by law, staff began training in the use of naloxone/NARCAN, and a policy is being developed for review. Our Zoning Administrator attended multiple days of training.

Leak Adjustments: There were no leak adjustments this month.



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 17

SUBJECT: _____ **STAFF REPORT: FINANCE DIRECTOR** _____

CITY COUNCIL MEETING DATE: 09/16/2024

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 PRESENT FUND BALANCE AND ACTIVITY THROUGH AUGUST 31, 2024

HISTORY/ FACTS / ISSUES:

SEE ATTACHED FINANCIAL REPORTS

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Robin Gazaway, Finance Director

CITY OF DAWSONVILLE, GEORGIA
GENERAL FUND
Aug 1, 2024 - Aug 31, 2024

17%

	Budget	Actual	Percentage
REVENUES			
Taxes	\$ 2,546,100	\$ 395,477	15.53%
Licenses and permits	93,100	7,541	8.10%
Intergovernmental revenues	56,000	2,538	4.53%
Fees	331,700	39,256	11.83%
Other	185,400	61,343	33.09%
Total revenues	3,212,300	506,155	15.76%
EXPENDITURES			
Department:			
Council	166,200	24,144	14.53%
Mayor	65,700	8,259	12.57%
Elections	20,000	-	0.00%
Administration	1,170,762	147,014	12.56%
City Hall building	189,500	28,178	14.87%
Animal control	2,040	-	0.00%
Roads	725,800	120,187	16.56%
Parks	114,200	16,369	14.33%
Planning and zoning	569,000	62,796	11.04%
Economic development	189,098	29,903	15.81%
Total expenditures	3,212,300	436,850	13.60%
TOTAL REVENUES OVER EXPENDITURES		69,305	
Transfer in From Reserves		(69,305)	
NET CHANGE IN FUND BALANCE		0	

CITY OF DAWSONVILLE, GEORGIA
WATER, SEWER, AND GARBAGE FUND
Aug 1, 2024 - Aug 31, 2024

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Water fees	\$ 950,000	\$ 182,052	19.16%
Sewer fees	1,050,000	212,854	20.27%
Garbage fees	301,200	60,418	20.06%
Miscellaneous	<u>269,600</u>	<u>39,758</u>	<u>14.75%</u>
Total revenues	<u>2,570,800</u>	<u>495,082</u>	<u>19.26%</u>
EXPENDITURES			
Depreciation	633,000	111,254	17.58%
Garbage service	301,200	46,620	15.48%
Group insurance	200,600	18,993	9.47%
Insurance	600	-	0.00%
Interest	77,000	10,660	13.84%
Payroll taxes	28,000	5,483	19.58%
Professional	203,000	10,069	4.96%
Miscellaneous	163,200	32,282	19.78%
Repairs/supplies	286,000	36,312	12.70%
Retirement	30,000	5,195	17.32%
Salaries	332,000	72,493	21.84%
Technical services	104,000	11,486	11.04%
Utilities	<u>212,200</u>	<u>18,890</u>	<u>8.90%</u>
Total expenditures	<u>2,570,800</u>	<u>379,737</u>	<u>14.77%</u>
INCOME (LOSS)		<u><u>115,345</u></u>	

CITY OF DAWSONVILLE, GEORGIA
 SPLOST VI
 Aug 1, 2024 - Aug 31, 2024

SPLOST VI

	Budget	Actual	Percentage
REVENUES			
Taxes	-	-	#DIV/0!
Interest	1,400	201	14.36%
Other	7,600	-	0.00%
Total revenues	9,000	201	2.23%
EXPENDITURES (Capital Outlays)			
City hall acquisition	-	25	#DIV/0!
Roads and sidewalks	-	-	#DIV/0!
Public works equipment - roads	-	-	0.00%
Sewer projects	-	-	0.00%
Public works equipment - sewer	-	-	0.00%
Water projects	-	-	0.00%
Public works equipment - water	-	-	0.00%
Farmers market	9,000	1,500	16.67%
Parks and recreation	-	-	0.00%
Total expenditures	9,000	1,525	16.94%
TOTAL REVENUES OVER EXPENDITURES		(1,324)	
Transfer in From Reserves		1,324	
NET CHANGE IN FUND BALANCE		-	

CITY OF DAWSONVILLE, GEORGIA
 SPLOST VII
 Aug 1, 2024 - Aug 31, 2024

SPLOST VII

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Taxes	1,300,000	210,236	16.17%
Interest	70,000	14,844	21.21%
Other	<u>1,535,000</u>	<u>-</u>	<u>0.00%</u>
 Total revenues	 <u>2,905,000</u>	 <u>225,080</u>	 <u>7.75%</u>
EXPENDITURES (Capital Outlays)			
City hall acquisition	1,000,000	41,144	4.11%
Roads and sidewalks	1,000,000	7,925	0.79%
Public works equipment - roads	25,000	-	0.00%
Land Acq. / Downtown	-	-	0.00%
Public works equipment - sewer	-	-	0.00%
Water projects/Sewer Projects	780,000	7,924	0.00%
Public works equipment - water	-	-	0.00%
Farmers market	-	-	#DIV/0!
Parks and recreation	<u>100,000</u>	<u>9,284</u>	<u>0.00%</u>
 Total expenditures	 <u>2,905,000</u>	 <u>66,277</u>	 <u>2.28%</u>
 TOTAL REVENUES OVER EXPENDITURES		 158,803	
 Transfer in From Reserves		 <u>(158,803)</u>	
 NET CHANGE IN FUND BALANCE		 <u><u>-</u></u>	