

**AGENDA**  
**CITY COUNCIL REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, February 3, 2025**  
**5:00 P.M.**

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1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
  - a. Approve Minutes
    - Regular Meeting held January 9, 2025
8. Employee Recognition
9. Downtown Development Authority Board Appointment

**BUSINESS**

10. Intergovernmental Agreement with Dawson County: Shoal Creek Road Paving Project
11. Changes to Projects Concerning Local Maintenance and Improvement Grant Funds
12. Atlanta Motorsports Park: Special Event Request to Exceed Sound Limits

**STAFF REPORTS**

13. Bob Bolz, City Manager
14. 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 Mayor and City Council retreat will be held February 7-8, 2025 at Amicalola Lodge.*

*The next regularly scheduled City Council meeting is Monday, March 3, 2025*

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



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7

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SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 02/03/2025

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PURPOSE FOR REQUEST:

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

- a. Approve Minutes
    - Regular Meeting held January 9, 2025
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DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7a

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SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 02/03/2025

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST:

**TO APPROVE THE MINUTES FROM:**

- **REGULAR MEETING HELD JANUARY 9, 2025**
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HISTORY/ FACTS / ISSUES:

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OPTIONS:

**AMEND OR APPROVE AS PRESENTED**

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly Banister, City Clerk

**MINUTES**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Thursday, January 9, 2025**  
**5:00 P.M.**

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1. **CALL TO ORDER:** Mayor Walden called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Councilmember Sandy Sawyer, Councilmember Mark French, Councilmember Caleb Phillips, City Attorney Kevin Tallant, City Manager Bob Bolz, Deputy City Clerk Tracy Smith, Public Works Director Trampas Hansard, Utility Director Jacob Barr, Finance Director Robin Gazaway, Downtown Development Director Amanda Edmondson and Planning Director Ron Haynie.  
  
Councilmember William Illg was absent.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Sawyer.
4. **ANNOUNCEMENTS:** Mayor Walden encouraged everyone to be safe during the snowstorm. He also announced that the applicant has withdrawn their requests concerning items #9, #15 and #16. The City of Dawsonville received a \$7,500,000 grant from the State for the construction of the wastewater treatment plant.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda with the removal of items #9, #15 and #16 made by M. French; second by C. Phillips. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** None
7. **CONSENT AGENDA:** Motion to approve the consent agenda made by C. Phillips; second by S. Sawyer. Vote carried unanimously in favor.
  - a. Approve Minutes
    - Regular Meeting and Work Session held December 16, 2024
    - Executive Session held December 16, 2024
    - Special Called Meeting held December 23, 2024
    - Executive Session held December 23, 2024
  - b. Approve and Set Qualifying Fees for the 2025 Municipal Election: ***The qualifying fees were set as follows:***

<b><i>Councilmember, Post 2</i></b>	<b><i>\$265.00</i></b>
<b><i>Councilmember, Post 4</i></b>	<b><i>\$265.00</i></b>
8. **EMPLOYEE RECOGNITION:** The Mayor and Council awarded David Medina (not in attendance) a one year service award and Beth Tuttle received a four year service award. Sara Beacham was awarded the November Employee of the Month; Annette Watson was awarded the December Employee of the Month and Sara Beacham was awarded Fall Employee of the Quarter and the 2024 Employee of the Year award.

#### **BUSINESS**

9. Removed from the agenda; applicant withdrew the request (ZA-C2500044).
10. **SPECIAL CALLED MEETING FOR MAYOR & COUNCIL RETREAT:** Mayor Walden called a Special Called Meeting for the City Council to be held on Friday, February 7 – Saturday, February 8, 2025 for the purpose of a Mayor and Council retreat. The meeting will be held at the Amicalola Lodge located at 418 Amicalola Falls Road in Dawsonville, Georgia beginning at 8:30 a.m. on February 7, 2025.
11. **2025 VAPE LICENSE FOR SIF INVESTMENT LLC:** Motion to approve the 2025 vape license for SIF Investment, LLC made by M. French; second by C. Phillips. Vote carried unanimously in favor.
12. **UNCOLLECTED DEBT ON UTILITY ACCOUNTS:** Motion to approve writing off uncollected debt on utility accounts in the amount of \$4,254.00 made by M. French; second by C. Phillips. Vote carried unanimously in favor.

#### **PUBLIC HEARING**

13. **VAR-C2500068:** Hardeman Communities, Inc (Creekstone Subdivision) has requested a variance for a reduced front setback from the required 20 feet to 15 feet; located at TMP 083 026 189, 210 Timber



**MINUTES**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Thursday, January 9, 2025**  
**5:00 P.M.**

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Ridge, Lot 64, Dawsonville, GA. Public Hearing Date: City Council Regular Meeting, Thursday, January 9, 2025, at 5:00 p.m.

Planning Director Haynie read the variance request and stated it does not meet the criteria according to the City's ordinances due to exceeding the twenty percent threshold for a setback variance. He stated this applies to both requests – VAR-C2500068 and VAR-C2500069.

Motion to open the public hearing made by S. Sawyer; second by M. French. Vote carried unanimously in favor. Mayor Walden conducted the public hearing.

The following person(s) spoke in favor of the request:

- George Butler, 132 Hawkins St, Dahlonega, GA – He is the attorney representing Hardeman Communities and asked to speak for both items #13 and #14. He provided details regarding the variance request and stated he understands the Council cannot grant the variances as requested.

The ten minute allowance for the public hearing expired. Motion to extend the public hearing by three minutes for both sides made by M. French; second by C. Phillips. Vote carried unanimously in favor.

- Mr. Butler asked to be allowed to withdraw the requests and reapply with the twenty percent limitation.

Attorney Tallant asked for confirmation from Mr. Butler as to whether he was asking for the Council to allow him to withdraw the requests without prejudice; Mr. Butler confirmed that is accurate. Attorney Tallant informed the Council they could suspend the public hearing if they were inclined to accept the withdrawal of the requests without prejudice. The Council decided to continue the public hearing on this request to allow those present to be heard.

The following person(s) spoke in opposition to the request:

- Logan Samples, 235 Timber Ridge, Dawsonville, GA – He spoke against both item #13 and item #14 citing safety concerns including fire and the length of the driveway creating potential obstructions. He also voiced concerns over his home's value diminishing and believes even with a new variance application this would not work as the home would be built too close to his home. He also stated he does not believe the builder is experiencing a hardship without the approved variance since they created the lots themselves and considers the issue to be self-induced by the builder. He suggested the lot be combined and build one home to the existing setback allowances or to allow the lots to be turned into greenspace for the community.
- Shelby Argento, 213 Timber Ridge, Dawsonville, GA - She spoke against the variance requests for both items #13 and #14 stating her concerns about creating a shorter driveway which would likely result in street parking detracting from the community's appeal and possibly decreased home values. She also feels the addition of these two homes with reduced setbacks would create an overcrowded and cramped space in the cul de sac. She also suggested combining the lots or using it for greenspace.

Motion to close the public hearing made by M. French; second by S. Sawyer. Vote carried unanimously in favor.

Mayor Walden asked the applicant to confirm their request to withdraw the variance requests for the record; the applicant confirmed.

Motion to approve the request from the applicant to withdraw VAR-C2500068 and VAR-C2500069 without prejudice made by M. French; second by C. Phillips. Vote carried unanimously in favor.

14. Public hearing suspended; applicant withdrew the request and Council approved without prejudice (VAR-C2500069)
15. Removed from the agenda; applicant withdrew the request (VAR-C2500072).

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

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16. Removed from the agenda; applicant withdrew the request (VAR-C2500073).

**STAFF REPORTS**

17. **BOB BOLZ, CITY MANAGER:** City Manager Bolz reported the leak adjustment total was \$73.47.
18. **ROBIN GAZAWAY, FINANCE DIRECTOR:** Finance Director Gazaway provided the financial reports representing fund balances and activity through December 31, 2024 in the agenda packet.

**MAYOR AND COUNCIL REPORTS:** None

**ADJOURNMENT**

At 5.59 p.m. a motion to adjourn the meeting was made by C. Phillips; second by S. Sawyer. Vote carried unanimously in favor.

***Approved this 3<sup>rd</sup> day of February 2025***

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



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 8

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SUBJECT: EMPLOYEE RECOGNITION

CITY COUNCIL MEETING DATE: 02/03/2025

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

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

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

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PURPOSE FOR REQUEST:

**TO RECOGNIZE AND PRESENT EMPLOYEE RECOGNITION**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 9

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SUBJECT: DOWNTOWN DEVELOPMENT AUTHORITY BOARD APPOINTMENT

CITY COUNCIL MEETING DATE: 02/03/2025

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

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

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

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PURPOSE FOR REQUEST:

**TO APPOINTMENT CHRIS SHEETS TO THE DOWNTOWN DEVELOPMENT AUTHORITY TO FULFILL THE UNEXPIRED TERM OF TREY THOMAS THROUGH 12/31/2025**

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HISTORY/ FACTS / ISSUES:

**CHRIS SHEETS HAS BEEN VETTED AS PER THE CITY'S PROCESS**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

**APPROVE AS REQUESTED**

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REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 10

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SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH DAWSON COUNTY: SHOAL CREEK ROAD PAVING PROJECT

CITY COUNCIL MEETING DATE: 02/03/2025

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

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

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

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PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN DAWSON COUNTY AND THE CITY OF DAWSONVILLE REGARDING A CROSS-JURISDICTIONAL ROAD IMPROVEMENT PROJECT**

**SHOAL CREEK ROAD FROM THE HISTORIC COURTHOUSE TO SR 136**

**CITY'S PORTION IS TO BE PAID OUT OF LMIG AND TSPLOST AND/OR GENERAL FUND NOT TO EXCEED \$450,000.00**

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HISTORY/ FACTS / ISSUES:

- **DAWSON COUNTY WILL ABSORB THE COSTS TO REPAVE SHOAL CREEK ROAD WITHIN THE CITY LIMITS AS PER THE SETTLEMENT AND RELEASE AGREEMENT ON MAY 20, 2021.**
  - **THE CITY AGREES TO PAY THE FDR EXPENSES ON SHOAL CREEK ROAD WITHIN THE CITY LIMITS NOT TO EXCEED \$450,000.00**
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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

**APPROVE AS PRESENTED**

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REQUESTED BY: Trampas Hansard, Public Works Director

**STATE OF GEORGIA  
COUNTY OF DAWSON**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
DAWSON COUNTY AND THE CITY OF DAWSONVILLE REGARDING  
A CROSS-JURISDICTIONAL ROAD IMPROVEMENT PROJECT**

**(Shoal Creek Road)  
(from Historic Courthouse to SR 136)**

THIS AGREEMENT, effective as of \_\_\_\_\_, 2025, is by and between DAWSON COUNTY, a political subdivision of the State of Georgia (“Dawson”), and the CITY OF DAWSONVILLE, a Georgia municipal corporation (“Dawsonville”). Individually, Dawson and Dawsonville may be referred to herein as a “Party,” and, collectively, as the “Parties.”

**WHEREAS**, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, cities and counties are authorized to contract with each other for a period not exceeding 50 years for the provision of services, or for the joint or separate use of facilities or equipment, so long as such contracts deal with activities, services, or facilities which such cities and counties are authorized by law to undertake or provide; and

**WHEREAS**, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, Dawson and Dawsonville are authorized, jointly and severally, to exercise powers and provide services related to street and road construction maintenance, including curbs, sidewalks, street lights, and devices to control the flow of traffic on streets and roads constructed by counties and municipalities or any combination thereof; and

**WHEREAS**, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, Dawson is prohibited from exercising these powers or providing any such service inside the boundaries of Dawsonville except by contract with Dawsonville; and

**WHEREAS**, pursuant to O.C.G.A. § 32-4-62(d), Dawson has the authority provided in O.C.G.A. § 32-4-112(b) to contract with Dawsonville and expend funds for work on public roads within Dawsonville’s jurisdictional boundary; and

**WHEREAS**, a portion of Shoal Creek Road between State Route (“SR”) 136 and the Dawson Historic Courthouse located at 31 Main St, Dawsonville, GA 30534 (“Historic Courthouse”) lies within Dawsonville’s jurisdiction and a larger portion of that section of Shoal Creek Road lies within Dawson’s jurisdiction; and

**WHEREAS**, Dawson and Dawsonville are parties to that certain Settlement and Release Agreement effective on May 20, 2021, wherein Dawson agreed as a part of such settlement to repave, as part of its road and culvert improvements projects, Shoal Creek Road from the Historic Courthouse to SR 136; and

**WHEREAS**, following further inspection of that portion of Shoal Creek Road to be repaved, the Parties agree that repaving is no longer a viable, long-term solution and additional

work beyond just repaving the road (e.g., deep patch and resurfacing and/or full depth reclamation) should be completed to extend the life of the road; and

**WHEREAS**, in accordance with the applicable state law requirements, Dawson will conduct a competitive bid solicitation which will result in an agreement between Dawson and a paving company (the “Contractor”), which agreement scope will include full depth reclamation work to be completed on that portion of Shoal Creek Road lying within Dawsonville’s jurisdiction (the “Project”); and

**WHEREAS**, Dawsonville has agreed to pay for a portion of the full depth reclamation work to be completed on the roadway within Dawsonville’s jurisdiction; and

**WHEREAS**, the Parties agree that coordination of construction efforts for cross-jurisdictional road improvement projects, including the Project herein, provides cost savings and efficiencies that are in the best interest of the citizens of both Dawson and Dawsonville.

**NOW THEREFORE**, for and in consideration of the mutual promises, the public purposes, and the acknowledgment and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree to the above recitals and as follows:

1. **Agreement.**

- a. **Dawson’s Duty to Manage the Project.** The Parties agree that Dawson shall assume primary responsibility for management of the Project, including completion of the Work (described below), its public road construction/maintenance agreement with a paving company (the “Contractor”), and any necessary warranty work to effectuate repairs covered by any applicable warranty.
- b. **General Description of the Work.** The work to be performed pursuant to this Agreement consists of full depth reclamation work of approximately 4,433 linear feet of Shoal Creek Road lying within Dawsonville’s jurisdiction (the “Work”). Dawson shall complete the Work using the services of the Contractor.
- c. **Cost Allocation.** The Parties agree to pay for the cost of the Work to be completed within Dawsonville’s jurisdiction (full depth reclamation work) in accordance with the following percentages:

(a) Dawsonville: 70.34%

(b) Dawson: 29.66%

Dawsonville’s contribution hereunder shall not exceed **\$450,000.00** unless a larger amount is agreed to by and between the Parties in accordance with subsection f below.

Except for any reasonably disputed amounts (which shall be paid promptly upon resolution of the dispute), Dawsonville shall pay all amounts due under this IGA to Dawson within thirty (30) days of request.

- d. **Dawsonville's Right and Duty to Review the Work.** Dawsonville shall have the right and duty to review the Work and to advise Dawson of any observed discrepancies or potential problems so that these can be timely addressed with the Contractor. Dawsonville may, but shall not be required to, test or inspect the Work for compliance with applicable technical standards. Dawsonville acknowledges that its remedies against the Contractor for defective Work may be limited to those remedies available to Dawson in its contract with the Contractor to the extent such remedies can be enforced by Dawson. Dawsonville shall respond in a timely manner to any issue that may arise during the Work that requires its input. The Parties shall make reasonable and good-faith efforts to coordinate their oversight of the Work and proactively address any issues that may arise, including any warranty requests for the work performed.
- e. **Disputes with the Contractor.** Dawson shall address with the Contractor any issues or concerns raised by Dawsonville concerning the Work and, subject to the limitations below, Dawson shall make good faith efforts to enforce the contract with the Contractor for the benefit of Dawsonville. Except as separately agreed between the Parties, Dawson shall not be required to write any demand letter or file any lawsuit against the Contractor or take any other similar formal legal action arising out of the Work.
- f. **Change Orders.** Dawson will discuss any proposed change orders that operate to increase the cost of the Project for the Work to be performed within Dawsonville's jurisdiction with Dawsonville in advance of approving such change orders with the Contractor. Upon Dawsonville's approval of any such proposed change order, Dawsonville agrees to timely pay all costs associated therewith in accordance with subsection c. hereinabove.
- g. **Contractor Insurance and Contract Provisions.** Dawson shall make a good faith effort to include in its contract with Contractor, or to execute an amendment to such contract, a requirement that: (1) Dawsonville is named as an additional insured on any liability policies covering the Work, (2) Dawsonville is named as an intended third-party beneficiary of such contract, and (3) the Contractor be required to give notice to the County within a reasonable time after discovering that the actual contract quantities for the Work within Dawsonville's jurisdiction will exceed the estimated quantities, which notice the County will provide to the City upon receipt.



2. **Agreement Term.** This Agreement shall commence upon execution by the Parties and shall expire upon completion of all duties and obligations provided herein, provided that the term of the Agreement shall not exceed fifty (50) years.
3. **Termination for Convenience.** Either Party may terminate this Agreement for convenience by providing written notice of termination to the other Party. If Dawsonville terminates this Agreement for convenience: (a) Dawson shall promptly (but in any event, not later than fourteen (14) calendar days following receipt of a termination notice from Dawsonville) terminate the Work in its contract with the Contractor (but only that portion of the Work that is within Dawsonville's jurisdiction); and (b) Dawsonville shall reimburse Dawson for all reimbursable costs incurred through the date of termination of the Dawson-Contractor contract.
4. **Assignment or Transfer.** The rights, privileges and obligations under this Agreement shall not be assigned or transferred by either Party without the prior written consent of the other party.
5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.
6. **Public Procurement Requirements.** Each Party agrees that it will comply with all public road work procurement requirements under any applicable state or federal law related to any construction, improvements, or services contemplated by this Agreement.
7. **E-Verify and Title VI.** Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for the Project and/or the Work shall contain all required E-Verify and Title VI requirements under applicable law.
8. **Cooperation.** Each Party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either Party may reasonably require to effectuate the provisions and intention of this Agreement.
9. **Authority to Execute.** Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof.

10. **Force Majeure.** In case by reason of force majeure, any Party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term “force majeure,” as employed herein, shall mean (a) any cause beyond the Party’s reasonable control; (b) any act(s) of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) strikes, lockout(s) or other labor disputes or industrial disturbance(s); (e) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, pandemic/epidemic, invasion or act(s) of a public enemy; (f) order(s) of any kind of the Government of the United States or the State of Georgia or any civil or military authority; and (g) natural disaster, catastrophe, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, or explosions, or breakage or accidents outside the Party’s control which prevent performance under this Agreement.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes and replaces any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of all Parties with appropriate authorization.
12. **Waiver.** No failure by either Party to enforce any right or power granted under this Agreement, or to insist upon strict compliance, and no custom or practice of either Party at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect a Party’s right to demand exact and strict compliance with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.
13. **Severability.** Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.
14. **Agreement Jointly Drafted by the Parties.** Each Party represents that it has reviewed and become familiar with this Agreement and has notified the other Party of any discrepancies,

conflicts or errors herein. The Parties agree that, if any ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

15. **Records.** Each Party shall maintain records relating to matters covered by this Agreement as required by law and by any additional requirements in this Agreement. Such records shall be maintained for at least a period of three (3) years following the termination or expiration of this Agreement.

16. **Notices.** All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

If to Dawsonville:

City of Dawsonville, Georgia  
Administrative Offices  
415 Highway 53 East, Suite 100  
Dawsonville, GA 30534  
ATTN: City Manager

If to Dawson:

Dawson County, Georgia  
Administrative Offices  
25 Justice Way  
Dawsonville, GA 30534  
ATTN: County Manager

17. **Settlement Agreement Satisfaction.** The Parties hereto agree that Dawson’s obligations regarding the repaving of Shoal Creek Road as described under that certain Settlement and Release Agreement effective on May 20, 2021, a copy of which is attached hereto marked “Exhibit A,” including the timing requirements stated therein, shall be fully and finally satisfied upon completion of the Project described herein.

**[SIGNATURES BEGIN ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the Parties hereto, acting by and through their duly authorized officials and officers pursuant to appropriate ordinances and resolutions hereinbefore duly and properly adopted by each, have caused this Agreement to be executed in duplicate counterparts and the official seals of each Party properly affixed, each delivering to the other one of said duplicate counterparts, the day and year first above written.

**CITY OF DAWSONVILLE, GEORGIA,**  
by and through its City Council

**DAWSON COUNTY, GEORGIA,** by and  
through its Board of Commissioners

By: \_\_\_\_\_  
John Walden, Mayor

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

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

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

(city seal)

(county seal)

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
County Attorney

**EXHIBIT A**  
**SETTLEMENT AND RELEASE AGREEMENT**

## SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (hereinafter, the “Agreement”) is made and entered into this 20 day of May, 2021, by and between Dawson County, Georgia (hereinafter the “County”), a political subdivision of the State of Georgia, and the City of Dawsonville, Georgia (the “City”), a municipal corporation (County and City, collectively, the “Parties”).

### RECITALS

**WHEREAS**, City has asserted claims against County relating to the SPLOST approved by voters on March 16, 2021 (the “SPLOST”) and filed a lawsuit in Dawson County Superior Court (2021-cv-0151) to challenge the SPLOST (the “Lawsuit”);

**WHEREAS**, County denies the validity of such claims, has asserted the legality of the SPLOST, and has filed a motion to dismiss the Lawsuit; and

**WHEREAS**, rather than litigate the validity of the claims, the Parties desire to fully and finally settle any claims, as well as all remaining differences, legal disputes, claims, actions, causes of action, charges, or complaints between and among them, arising out of the SPLOST.

**NOW THEREFORE**, in consideration of the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the signatures below, and intending to be legally bound, the Parties hereby agree as follows:

#### **I. NO ADMISSION OF LIABILITY**

The execution of this Agreement and the consideration given by each Party hereunder shall not be deemed to be an admission of liability or wrongdoing by any of the Parties, and each Party expressly denies for itself any liability or wrongdoing. Notwithstanding the foregoing, the City shall issue a press release wherein it states the following concepts: (1) the City in good faith challenged certain aspects of the SPLOST; (2) the County in good faith asserted the validity of the SPLOST and filed a motion to dismiss the Lawsuit; and (3) that in order to move the best interests of the citizens of Dawson County and the City of Dawsonville forward, the City and County worked together to reach an agreement that allows their dispute to end and the SPLOST to go forward without any further challenge. The County may join in the City’s press release, or may issue its own addressing the same points.

#### **II. COUNTY PROJECTS**

The County shall develop the following projects in accordance with the provisions set forth below. The County may use SPLOST funds or other available funds to complete the projects.

- A. Road Repaving. The County shall repave the following roads as part of its road and culvert improvements projects:
- i. Shoal Creek Road from the Historic Courthouse to State Route 136. This improvement shall be completed within the time provided for completion of projects under the SPLOST.
  - ii. Burt Creek Road from State Route 136 to the Dawson County/Lumpkin County line. This improvement shall be completed within two calendar years from execution of this Agreement.
- B. Sheriff Patrol Vehicles. The City, the Dawson County Sheriff, and the County are finalizing a separate IGA (the “Sheriff IGA”) for the City to fund certain aspects of the law enforcement budget so as to provide additional services for the incorporated area of Dawson County. The Sheriff IGA contemplates the addition of two Sheriff’s deputies to serve the incorporated area of Dawson County. Based on the requirement that SPLOST funds must be spent on capital assets, the County shall fund the one-time purchase of the fixed (capital) assets necessary to initially equip the two deputy positions contemplated by the Sheriff IGA, consisting of: two patrol vehicles for use by the Dawson County Sheriff, and the uniforms, vests, body cameras, firearms, and similar capital equipment associated with the two deputy positions. It is understood by the Parties that the County’s requirement to fund expenses under this paragraph is contingent upon the City, the Dawson County Sheriff, and the County finalizing and entering into the Sheriff IGA. In the event the Agreement between the City, the Dawson County Sheriff and the County is not entered into by the Parties, the County’s obligations under this provision shall cease.
- C. Contribution Toward Mutually Beneficial Projects. The County shall contribute \$125,000.00 toward any City project or projects which reasonably benefit the citizens of both the City and the unincorporated County. By way of example and not limitation, it would not be appropriate to utilize the funds provided for in this paragraph in order to resurface a street within a residential subdivision development. The County shall fund such project(s) as a reimbursement of incurred costs. The City may request County confirmation that the particular project(s) selected by the City are consistent with this paragraph, which confirmation shall not be unreasonably withheld or delayed. Reimbursement will be made within thirty (30) days of receipt of invoices for incurred costs.

### **III. IGA FOR PARKING**

The City and County will enter into an IGA, wherein the County shall make County-owned parking lots within the City available for City uses after-hours and on weekends. This will apply to parking spots at all County facilities in Dawsonville, including any future County facilities (e.g. Health Department) that may, in the County's discretion, be constructed within the corporate limits of the City of Dawsonville. The term of the IGA shall be for the term of SPLOST VII, with an option to renew (upon approval by both parties) for additional terms of five years after the initial term. The IGA shall include reasonable notice requirements when either party has a major event that would require significant parking needs, and City must promptly clean up the parking lot after its major events. Nothing in the IGA will prevent the County from relocating or modifying any facility or parking area in its sole discretion.

### **IV. IGA FOR SPLOST**

The Parties agree to enter into a SPLOST Intergovernmental Agreement ("SPLOST Agreement"), promptly after approval of this Agreement, reflecting the SPLOST that was approved by voters on March 16, 2021. The Agreement will also specify that after the collection of the first \$8,500,000.00 (to be used for Level II County Wide Projects), the City shall receive the next \$1,500,000.00, which amount shall be counted towards its overall 12% of the SPLOST proceeds after the collection of the \$8,500,000.00. The IGA shall provide, after the City has received its \$1,500,000.00, for the County to have an accelerated payment period, wherein the collections are balanced to the City/County respective 12%/88% parameters, and after such balance is achieved, the remainder of the SPLOST proceeds will be collected based upon those same percentages (12% and 88%).

### **V. RELEASE AND DISMISSAL OF LAWSUIT**

With the execution of this Agreement and the separate IGAs called for in paragraphs III and IV, except for the County's obligations set forth in this Agreement, City, on behalf of itself and its agents, assigns, employees, and officers, does hereby forever release and discharge the County and each of its agents, assigns, employees, and officers, and any others who may have acted in concert with the County, from any and all charges, complaints, claims, counterclaims, third-party claims, liabilities, obligations, promises, agreements, controversies, demands, damages, expenses, actions, causes of action or suits of any kind or nature, known or unknown, direct or indirect, arising out of the SPLOST, including without limitation any claim that the SPLOST is invalid or improper, that the County violated any of the City's rights in connection with the SPLOST, or that the City is entitled to any share of SPLOST proceeds not set forth in the SPLOST Agreement. (Nothing herein shall constitute a waiver or release of any claim by the City that the County has not complied with the terms of the SPLOST Agreement or this Settlement Agreement.) Within three business days after complete execution of this Agreement and the IGAs called for in paragraphs III and IV, the City shall dismiss the Lawsuit with prejudice and file an accompanying final case disposition form. Each Party shall bear its own legal fees and costs associated with the Lawsuit and the negotiation of this Agreement.

### **VI. MISCELLANEOUS PROVISIONS**



**A. Effective Date**

This Agreement shall become effective immediately upon the execution of this Agreement by all Parties hereto.

**B. Entire Agreement**

This Agreement contains the entire agreement of the Parties and no waiver, modification, or amendment of this Agreement shall be valid unless it is by an express writing and signed by the Parties.

**C. Construction of Agreement**

The Parties acknowledge and agree that this Agreement and the full and final settlement memorialized herein have been negotiated between and among the Parties. In the event of a dispute about the meaning, construction, or interpretation of this Agreement, no presumption shall apply so as to construe the language of the Agreement for or against either Party. This Agreement shall be binding upon and inure to the benefit of all of the Parties and upon their administrators, representatives, executors, successors and permitted assigns. This Agreement may be executed in multiple counterparts and all such counterparts shall be taken together so that they may constitute a completely executed agreement among the Parties. This Agreement shall not be construed to confer upon any third person or entity not a Party any rights or privileges, or to impose upon any of the Parties any obligations or responsibilities to third persons or entities not Parties. If any provision of this Agreement is held to be illegal or invalid in any suit, action or proceeding by a court of competent jurisdiction, such provision shall be deemed to be severed and deleted for purposes of such suit, action or proceeding only, unless otherwise ordered by such court, and neither such provision nor its severance and deletion shall affect the validity of the remaining provisions.

**D. Authority to Sign**

The individuals signing this Agreement hereby represent and warrant that he/she has all of the requisite power, authority and competency to execute and enter into the Agreement for the Party represented. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, City and the County have executed this Agreement, effective as of the date first above written.

**[SIGNATURES ON FOLLOWING PAGES]**

**City of Dawsonville, Georgia:**

*Mike Eason*

**Mike Eason  
Mayor**

Attest: *Beverly A. Banister*

Print Name: Beverly A. Banister

Its: City Clerk



**Dawson County, Georgia:**

*Billy Thurmond*

**Billy Thurmond  
Chairman, Board of Commissioners**

Attest: *Kristen Cloud*

By: Kristen Cloud

Its: County Clerk





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 11

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SUBJECT: CHANGES TO PROJECTS CONCERNING LOCAL MAINTENANCE AND IMPROVEMENT GRANT FUNDS

CITY COUNCIL MEETING DATE: 02/03/2025

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

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

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

---

PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL TO CHANGE LMIG FY 2023, FY 2024, FY 2024 LRA AND FY 2025 COMBINED FUNDING FROM REPAIRING AND REPAVING MAPLE STREET ROAD AND ITS SIDEWALKS TO FUND THE FDR WORK ON THE CITY'S PORTION OF SHOAL CREEK ROAD AS PER THE IGA. THE TOTAL AMOUNT INCLUDING APPLICABLE MATCH IS \$230, 825.18.**

**TO REQUEST APPROVAL TO CHANGE LMIG FY 2024 SAP FUNDS FROM INSTALLING FOUR FLASHING SCHOOL ZONE BEACONS ON PERIMETER ROAD TO INSTALLING FOUR FLASHING SCHOOL ZONE BEACONS ON ALLEN STREET AND HWY 9 NORTH. THE TOTAL AMOUNT INCLUDING APPLICABLE MATCH IS \$19,500.00.**

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HISTORY/ FACTS / ISSUES:

**CITY COUNCIL HAS PREVIOUSLY APPROVED THE ORIGINAL PROJECTS AND GRANT FUNDING AT VARIOUS COUNCIL MEETINGS IN THE PAST**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

**APPROVE AS PRESENTED**

---

REQUESTED BY: Trampas Hansard, Public Works Director



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 12

---

SUBJECT: ATLANTA MOTORSPORTS PARK: SPECIAL EVENT REQUEST TO EXCEED SOUND LIMITS  
CITY COUNCIL MEETING DATE: 2/03/2025

---

PURPOSE FOR REQUEST:

TO REQUEST APPROVAL OF SPECIAL EVENT PERMIT FOR A TRACK DAY ON MONDAY, APRIL 28, 2025 TO ALLOW SOUND LIMITS TO BE EXCEEDED

SEE ATTACHED ZSP C2300063 STIPULATION #17 FOR SOUND LIMITS

---

HISTORY/ FACTS / ISSUES:

- ZSP C2300063 STIPULATION #19 REQUIRES CITY COUNCIL APPROVAL TO CONDUCT A RACING EVENT WITH DIFFERENT PERFORMANCE STANDARDS ON A CASE BY CASE BASIS. (SEE ATTACHED)
  - TWO (2) EVENT PERMITS ISSUED IN 2024 FOR EXCEEDING SOUND LIMITS
  - APPLICANT HAS BEEN REQUESTED TO ATTEND THE MEETING TO ANSWER QUESTIONS
- 

OPTIONS:

Based on data filed as the result of the past 2 special event permits for the same purpose staff recommends approval of the request. If so decided, the applicant may be requested to notify neighboring property owners.

---

SAMPLE MOTION RECOMMENDED:

Approve, Deny or Postpone

---

REQUESTED BY: Ron Haynie, Planning Director



ATLANTA MOTORSPORTS PARK

Date: January 10, 2025

To Whom It Concern,

On behalf of our client, Corsa America Rally, AMP is applying for a temporary sound variance for April 28, 2025 at AMP.

We are expecting 50 cars for instruction and driving on the track.

We estimate the perimeter sound meter reading to be a maximum of 70dBA LEQ(16), with the trackside readings below 105 dBA at 50 feet.

Sincerely,

A handwritten signature in black ink that reads 'Britney Nash'. The signature is written in a cursive, flowing style.

Britney Nash

Director of Sales

# CITY OF DAWSONVILLE

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

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

**License Id:** L2500253

**Effective Date:** 04/28/25

**License Type:** PARADE/PUBLIC ASSEMBLY EVENT

**Business Name:** ATLANTA MOTORSPORTS PARK LLC

**Legal Name:** ATLANTA MOTORSPORTS PARK LLC

**Business Location:** 20 DUCK THURMOND ROAD-TSBC

ATLANTA MOTORSPORTS PARK LLC  
JEREMY PORTER  
20 DUCK THURMOND ROAD  
DAWSONVILLE, GA 30534



**Expiration Date:** 04/28/25

**Summary of Services:**

**Description**  
PARADE/PUBLIC ASSEMBLY EVENT

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

**NON-TRANSFERABLE**

**TO BE PLACED IN A CONSPICUOUS PLACE**

**Conditions:**





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

(706)265-3256

Payment Due Upon Receipt

<b>INVOICE #</b>
12500566

INVOICE DATE: 01/21/25

DUE DATE: 02/20/25

ACCOUNT ID: ATLANTA MOTORSPORTS PARK LLC JEREMY PORTER 20 DUCK THURMOND ROAD DAWSONVILLE, GA 30534
--

LICENSE INFORMATION  
 LICENSE ID: L2500253  
 NAME: ATLANTA MOTORSPORTS PARK LLC  
 LOCATION: 20 DUCK THURMOND ROAD-TSBC

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		PARADE/PUBLIC ASSEMBLY EVENT		
1.0000	M-19	PARADE/PUBLIC ASSEMBLY EVENT	100.000000	100.00
			TOTAL DUE:	\$ 100.00
		Prn Payment: 01/21/25 CK 1785		--100.00
			BALANCE:	\$ 0.00

-----  
**PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT**

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

INVOICE #: 12500566  
 DESCRIPTION: PARADE/PUBLIC ASSEMBLY EVENT  
 ACCOUNT ID:  
 DUE DATE: 02/20/25  
 TOTAL DUE: \$ 0.00

ATLANTA MOTORSPORTS PARK LLC  
 JEREMY PORTER  
 20 DUCK THURMOND ROAD  
 DAWSONVILLE, GA 30534





**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](mailto: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)

- Name of Event: AMP Track Day  PARADE  RALLY  OTHER Track Day
- Location of Event: Atlanta Motorsports Park  PUBLIC DEMONSTRATION
- Date(s) of Event: April 28, 2025  PUBLIC ASSEMBLY
- Time of Event: Start: 10:00am a.m./ p.m. End: 2:00pm a.m./ p.m.  ROAD CLOSING \_\_\_\_\_ Hrs.
- NON-PROFIT (please provide 501 (c)(3) Information)  PROFIT
- Provide information listed below for the **main contact person** responsible for the organization of this event:

Name: <b>Britney Nash</b>	Title: <b>Director of Sales</b>
Organization: <b>Atlanta Motorsports Park</b>	Telephone #: <b>770-519-2322</b>
Email Address: <b>britney@atlantamotorsportspark.com</b>	Cell Phone #:
Address: <b>20 Duck Thurmond Rd.</b> City: <b>Dawsonville</b> State: <b>GA</b> Zip Code: <b>30534</b>	

- 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: <b>Same as above</b>	Title:
Organization:	Telephone #:
E-Mail Address:	
Address: City: State: Zip Code:	

Name: <b>Jeremy Porter</b>	Title: <b>CEO</b>
Organization: <b>Atlanta Motorsports Park</b>	Telephone #: <b>678-381-8527</b>
E-Mail Address: <b>jeremy@atlantamotorsportspark.com</b>	
Address: <b>20 Duck Thurmond Rd.</b> City: <b>Dawsonville</b> State: <b>GA</b> Zip Code: <b>30534</b>	



- 6. Expected number of participants: 50
- 7. Physical description of materials to be distributed: N/A
- 8. How do participants expect to interact with public? N/A
- 9. Route of event: (attach a detailed map of the route) N/A

9.a. Number and type of units in parade: \_\_\_\_\_

9.b. Size of the parade: \_\_\_\_\_

10. Will any part of this Event take place **outside** the City Limits of Dawsonville? No

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? \_\_\_\_\_

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).

**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.

**Instruction and Driving on Track**

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

What participation, if any, do you expect from the **City of Dawsonville**? N/A

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.) N/A

What participation, if any, have you arranged from the **Dawson County Sheriff Department**? N/A

What participation, if any, have you arranged from the **Dawsonville History Museum (GRHOF)**? N/A

What participation, if any, have you arranged from the **Environmental Health**? (Any food service requires inspection from the health department.) N/A

**Insurance Requirements:** (circle that apply)

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.

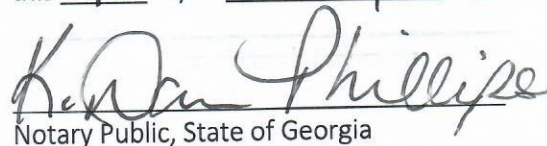
**Britney Nash**

Applicant's Printed Name



Applicant's Signature

Sworn to and subscribed before me  
this 9 day of January 2025

  
Notary Public, State of Georgia

**K Dawn Phillips  
NOTARY PUBLIC  
Dawson County, GEORGIA**

My Commission Expires: 10-20-25





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.*

Sworn to and subscribed before me  
this 9 day of Jan 2025

K. Dawn Phillips  
Notary Public, State of Georgia

My Commission Expires: 10-20-25

K Dawn Phillips  
NOTARY PUBLIC  
Dawson County, GEORGIA

Britney Nash  
Applicant's Printed Name

Britney Nash  
Applicant's Signature



**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 9 day of Jan 2025

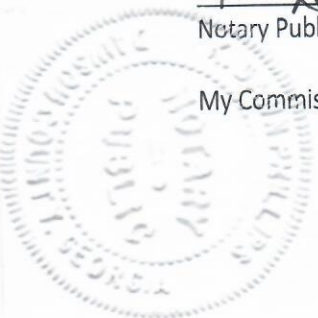
K-Dawn Phillips  
Notary Public, State of Georgia

My Commission Expires 10-20-25

K Dawn Phillips  
NOTARY PUBLIC  
Dawson County, GEORGIA

Britney Nash  
Applicant's Printed Name

Britney Nash  
Applicant's Signature







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/9/2025

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Edgewood Partners Ins Center 5909 Peachtree Dunwoody Road Suite 800 Atlanta GA 30328	<b>CONTACT NAME:</b> Ryan Staub	
	<b>PHONE (A/C, No, Ext):</b> 913-908-7280	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> ryan.staub@epicbrokers.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Fireman's Fund Insurance Company		21873
<b>INSURER B:</b> Liberty Mutual Insurance Company		23043
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		


**INSURED** ATLAMOT  
 Atlanta Motorsports Park LLC  
 20 Duck Thurmond Road  
 Dawsonville GA 30534

**COVERAGES** **CERTIFICATE NUMBER:** 1703453170 **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:	Y	Y	UST026755240	3/17/2024	3/17/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> PD	Y	Y	SCV0133502400	3/17/2024	3/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payment \$ 1,000
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ NII	Y		UST024287241	3/17/2024	3/17/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WC533SB23K8J014	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The Certificate Holder and/or following are hereby included as Additional Insureds on the General Liability policy and coverage is provided on a Primary, Non-Contributory basis including a Waiver of Subrogation if required by written contract:  
 Event Dates: April 28, 2025 - For SOUND ORDINANCE PERMIT

<b>CERTIFICATE HOLDER</b>  City of Dawsonville 415 Hwy 53 E Suite 100 Dawsonville GA 30534	<b>CANCELLATION</b>  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 
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**MINUTES**  
**CITY COUNCIL REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, October 2, 2023**  
**5:00 P.M.**

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1. **CALL TO ORDER:** Mayor Eason called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Present were Councilmember Mark French, Councilmember Caleb Phillips, Councilmember John Walden, Councilmember William Illg, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utility Director Jacob Barr, Planning Director Jameson Kinley, Finance Director Robin Gazaway and Downtown Director Amanda Edmondson.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Phillips.
4. **ANNOUNCEMENTS:** Mayor Eason announced the Farmers Market last day will be Saturday, October 21, 2023 from 8:00 am to 1:00 pm and the last Food Truck Friday is this Friday, October 6, 2023 starting at 5:00 pm. City Manager Bolz announced the Dawson County High School and the Georgia Racing Hall of Fame are working together to hold a Haunted House this Friday and Saturday, October 6<sup>th</sup> and 7<sup>th</sup>.
5. **APPROVAL OF THE AGENDA:** Motion to amend the agenda by adding item #13 Modify Granddaddy Mimms Lease Agreement made by W. Illg; second by M. French. Vote carried unanimously in favor.  
Motion to approve the agenda as amended made by J. Walden; second by C. Phillips. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** No participation by the public.
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a,b) made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.
  - a. Approve FY 2023 Budget Amendments – Exhibit "A"
  - b. Approve 2024 Meeting Calendar – Exhibit "B"
8. **PROCLAMATION: CUSTOMER SERVICE WEEK, OCTOBER 2 – OCTOBER 6, 2023:** The Mayor read the proclamation and thanked the staff for the excellent customer service they provide.

**BUSINESS**

9. **DISCUSS SEPTEMBER 18, 2023 REGULAR MEETING AND WORK SESSION MINUTES:** Attorney Tallant explained clarification was needed regarding the approved stipulations of ZSP-C230063. Council acknowledged their approval was to include stipulation #17 as approved by the Planning Commission with the expressed intent of no sound increase. Council further acknowledged stipulation #19 was to include no allowance for unlimited weekends, however, the applicant could apply for a special event permit requiring City Council approval to conduct a racing event with different performance standards on a case by case basis.
10. **REQUEST BY DAWSONVILLE HISTORY MUSEUM TO IMPROVE THE MUSEUM SPACE:** Motion to approve the artwork to be painted on the City Hall Complex building across the entire back wall of the leased museum space made by M. French; second by C. Phillips. Councilmember Illg stated he understood the cost of the artwork would be borne by the museum; Mayor Eason confirmed that it would. Vote carried unanimously in favor.
11. **CONSIDERATION OF SCHEDULING A SPECIAL CALLED JOINT MEETING WITH DAWSON COUNTY BOARD OF COMMISSIONERS CONCERNING TSPLOST:** Motion to schedule a Joint Meeting with the Dawson County Board of Commissioners concerning a special district transportation sales tax on December 8, 2023 at 10:00 am at the Dawson County Government Center made by J. Walden; second by W. Illg. Vote carried unanimously in favor.
12. **IMPACT FEE PRESENTATION BY ADAM HAZELL:** Adam Hazell from the Georgia Mountain Regional Commission presented the assessment from the impact fee study done for the City. Attorney Tallant stated the moratorium on development permits is due to expire the beginning of November and suggests the Council determine at the next meeting how they'd like to proceed. He can have an ordinance prepared in a reasonable amount of time should they decide to implement impact fees.



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

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- 13. MODIFY GRANDDADDY MIMMS LEASE AGREEMENT:** Motion to amend the lease agreement with Granddaddy Mimms to not start the collection of rent until thirty (30) days after the approval of the plans by the Fire Marshal made by J. Walden; second by C. Phillips. Vote carried unanimously in favor.

**ADJOURNMENT:**

At 5:17 p.m. a motion to adjourn the meeting was made by J. Walden; second by W. Illg. Vote carried unanimously in favor.

**Approved this 6<sup>th</sup> day of November 2023**

By: CITY OF DAWSONVILLE

*absent*

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

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

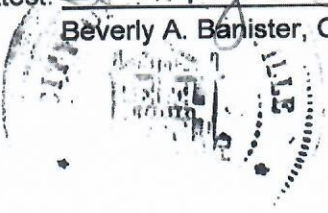
\_\_\_\_\_  
William Illg, Councilmember Post 2

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

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

Attest:

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



## **ZSP C2300063: APPROVED STIPULATIONS**

1. Private driving instruction and exhibition facility shall mean a facility containing a paved roadway two or more miles in length (the "driving course") the use of which is limited to:
  - a) Providing instruction and training in safe driving skills, adverse weather driving techniques, or high performance/competition driving
  - b) The exhibition, maintenance, and operation of vintage or specialty motor vehicles
  - c) Similar activities which are recreational or educational in nature
  - d) A private driving instruction, racing and exhibition facility
  - e) Accessory clubhouse, rental garages, retail and permitted commercial or industrial uses serving the primary driving course operations
  - f) Garage Condos (Approved September 9, 2019)
  - g) 46 Race Cottages
  - h) Ability to allow up to 25% of owners to rent Airbnb, VRBO, etc. condos and race cottages
2. The Applicant/Owner, their successors and assigns by application for and acceptance of this rezoning shall have conclusively deemed to have agreed to indemnify the City and its agents and representatives from all liability including personal injuries and property damage coming out of the extensive, use, ownership, or operation of the Motorsports Park.
3. When the driving course is not in use, it shall be secured in such a manner to prevent its unauthorized use.
4. Any Public Address (PA) system shall be below 90 DBA at 50 feet from the speaker.
5. The driving course shall be enclosed by a fence of a height and construction sufficient to preclude unauthorized persons from gaining access to the driving course from the main entrance, hot and cold pit areas.
6. When the car/motorcycle driving course is in use at speeds more than 45 mph, the operator shall, at his/her expense, onsite, a fully equipped ambulance with EMT. The EMT's shall be licensed under the laws of the State of Georgia.
7. Rental garages, Club House, rental buildings, and any other permitted commercial/industrial building shall be placed strategically to reduce sound levels. The location of the buildings shall be approved by the City Planning Director.
8. There shall be fifty (50) foot or greater undisturbed buffers along all streams.



9. Where the property runs along Duck Thurmond Road, buildings and existing Acoustiblok or similar quality sound fence shall be placed to reduce the sound levels and keep as much vegetative cover as possible on the approved site plan.
10. There shall be a buffer of between one hundred (100) feet and two hundred (200) feet to reduce sound levels as designed by Owner's sound engineer to meet the requirements of Condition 17. The buffer shall be around the perimeter of the property and shall be undisturbed except to permit an entrance road to the subject property, the construction of sound mitigation measures and/or the installation of any utilities. This buffer shall be planted in any area that is not visually impervious to a level approved by the City Planning Director in order to prevent any soil erosion.
11. Exterior lighting fixtures shall be of the box type and situated so that light only goes downward and shall not be more than twenty-five feet high and shall be designed so to minimize glare and light spillage to not more than one (1) foot candle along the interior buffer line of the subject property. With the exception of the kart lighting outlined in condition 14b.
12. There will be no grandstand(s) constructed on the property.
13. All signs at property lines will meet current regulations. Atlanta Motorsports Park will be allowed two signs on the property. The existing Atlanta Motorsports Park sign is approved and placed at the entrance on Duck Thurmond Road. The second sign will be allowed on highway 53 on the berm of the retention pond. The second sign will be two sided and follow the current sign and size regulations allowed under the CIR designation.
14. Hours of operation are limited to 7:00 a.m. to 6:00 p.m. from November 1 to March 31. From April 1 to October 31, the hours are limited to 7:00 a.m. (or one (1) hour after sunrise, whichever is earlier) to 8:00 p.m. (or one (1) hour after sunset, whichever is earlier). No on track activity before 8 a.m.
  - a) Go-Kart Track extended to 9:00 p.m. Monday through Thursday, 11:00 p.m. Friday and Saturday, and 8:00 p.m. on Sunday.
  - b) The lighting for the go-kart track is LED only, and be a similar system/brand design, light spill, pole height, etc. as the MUSCO Lighting System Kart Spill Lighting Plan Date Oct 7th, 2022, and Kart Lighting Design and Details dated August 16, 2022.
  - c) Military and Law Enforcement training and events are allowed after hours without noise with a 45-day notice to the City Manager.
15. No type of vehicle other than maintenance vehicles, military or law enforcement may run on the track before or after the hours listed above.



16. Facility to be restricted to site plan as submitted as to the use of the property, the type of structures allowed and the general placement of the structure as the same may be revised by the Owner's sound engineer to meet the sound requirements of Condition 17. Any minor adjustments, changes or additions must be approved by the Planning Commission. Any major adjustments must be approved by the City Council. The decision of what is major, or minor is to be made at the discretion of the Planning Director and the City Manager with Mayor and City Council being copied on the correspondence.
17. Sound monitoring meters shall be installed in four locations around the perimeter of the property at the property line on the outside edge of the buffer at locations as shown on the approved site plan. These meters monitor in a unified fashion, if multiple meters read above the sound limits at the same time and same day, it does not result in multiple fines, but one fine per incident. If one meter reads above the sound limit and the others do not, it does result in a fine. In addition, the Owner shall install one sound meter 50 feet from the outside track pavement edge to monitor track sound levels such that they remain below 98 DBA LEQ per vehicle at all times. Only Low Noise Go-Karts may be operated on the track and their noise level may not exceed 92 DBA LEQ. The Owner, its successors and assigns shall operate the sound monitoring meters at all times that the track is operating. As a condition of continued operation pursuant to their business license, sound levels at the four locations outside the existing sound fence as depicted on the approved site plan shall not exceed 63 DBA LEQ (16). Method of measurement: Measurements shall be made with a calibrated sound level meter in good condition, meeting the requirements of a Type 1 or Type 2 meter, as specified in ANSI Standards, section 1.4 – 1971. For the purpose of this section, a sound level, a sound level meter shall contain at least an "A" weighting network, and both fast and slow response capability. Failure to comply with this condition shall result in a citation for watch offense and upon conviction a fine as set by the City Judge of up to \$1,000 per violation. Upon three or more convictions for failure to comply with this condition during any calendar year, the Mayor and Council may revoke the business license and the ability of Owner, and its successors and assigns to operate the facility as a motorsports park complex.
18. All infrastructures shall be designed and installed as required by the Development regulations in force at the time the Owner seeks permits for development.
19. Applicant may apply for a special event permit on a case by case basis which would require City Council approval to conduct racing events with different performance standards.
20. Approval of Master Site Plan page C201 created by Civilogistix dated October 31, 2022, latest revision May 30, 2023.



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 13

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

CITY COUNCIL MEETING DATE: 02/03/2025

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

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

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

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PURPOSE FOR REQUEST:

**TO PROVIDE CITY UPDATES**

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HISTORY/ FACTS / ISSUES:

**SEE ATTACHED OUTLINE**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager

## CITY MANAGER REPORT

PREPARED JANUARY 27 FOR FEBRUARY 3, 2025

**Winter Storm Enzo:** Bitter cold and some fine snow flurries is all our area experienced from the second winter storm of 2025. We pretreated the roads for brine on two occasions. The bulk of the frozen precipitation was south of our area. Here, it was cold dry air. Despite single digit temperatures, no city facilities experienced frozen or ruptured pipes.

**Assistant City Manager Interviews:** Reference checks are complete, and a recommendation for the City Council is forthcoming. next week.

**City Council Retreat:** Staff are looking forward to the retreat with the City Council to be held February 7-8 at Amicalola Falls Lodge.

**Patio & Granddaddy Mimms Grand Opening:** Their grand opening scheduled for 01/10 was postponed due to the weather. The new date is February 28<sup>th</sup>. We cannot afford to wait until then to start the patio; so, work will start on it soon weather dependent.

**Main Street Park Rest Room Vandalism:** The week of January 20th the divider stalls for the urinals in the men's restroom were forcefully torn off the wall. This crime is under investigation by the Sheriff's Office.

**GDOT Work on the Downtown Roundabout:** Work should start soon with the plan to conduct most of it at night.

**Shoal Creek Bridge Construction & Paving Project:** This project is underway with the major relocation of our water service line complete. At the same time, the county plans to carry out FDR on Shoal Creek Road. This will involve our financial support for this project as well. In January we will present a request and recommendation to the City Council for use of LMIG and TSPLOST funds for this project to the tune of an estimated \$449,692.00. Also, work should start on the \$2 million roundabout at Shoal Creek and Hwy 136.

**GDOT TAP Grant:** A GDOT Transportation Alternative Grant was submitted for consideration, and we are still in contention. If we are awarded the grant, it should provide funding for roundabouts at Hwy 9S and Perimeter Road as well as at Allen Street and Hwy 53.

**TSPLOST:** Planning several transportation projects. Maple Steet continues to be a priority as is Shoal Creek due to the timing of the bridge construction and roundabout construction.

**Impact Fees:** The City Council approved the revised CIE, and it has been submitted to DCA for their approval. DCA requested additional information from GMRC which has also been submitted, and we await approval from the agency.

**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.

**Water System Capacity Increase:** EPD has approved testing at the potential spring site, and it has been completed. We await the results.

**Gold Creek Foods Mediation:** Staff prepared some follow-up information for this effort including recommendations for our expert.

**Wastewater Treatment Plant:** Turnipseed, after talking with GEFA, anticipates this project will be put out to bid this spring. Worst case, once ground is broken, two years to completion. Thanks to the additional \$7.5 million grant, which puts our total grant funding for this project at \$10.8 million, we only have to finance \$8 to 10 million from GEFA making our payments much lower.

**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.

**Amicalola Electric Membership Corporation Donation:** The city received a \$20,000.00 grant from AEMC to be used toward construction of a rest room and shelter to serve the pickleball courts and other amenities on that end of the park. This is the third year in a row we have received this gracious award. We are in the process of getting bids on the shelter construction.

#### **Main Street Park:**

- **Surveillance Cameras:** With December 16<sup>th</sup> approval of the City Council, installation of the 12 additional surveillance cameras focused on the pickleball and basketball courts, pavilions #1 and #3, the new rest room/shelter, and the skate park are underway. We are also researching adding power for streetlight at the dog park at which we would also add a camera.
- **Disc Golf Expansion:** the addition of nine more holes to our disc golf course utilizing the property of the Board of Education is moving along nicely. The trail is complete, the course laid out, the baskets installed, sign stands received, and maps under development.
- **Playground & Shade:** Staff continue researching shade for various locations in the park, including the playground, skate park, pickleball courts, and 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 are evaluating these projects which are anticipated to cost more than \$100,000.00.
- **Water Fountains:** We continue evaluating additional locations for water fountains within the park, each costing about \$7,000.
- **Amphitheater Stage:** Staff are researching options for this project.
- **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.

**Commissions:**

- The Downtown Development Authority has one vacancy, and a candidate has been vetted. We await a second City Council interview. There are no expirations of terms until December 2025. The meeting scheduled for January 27, 2025, was moved to January 28th.
- We have one vacancy on the Historic Preservation Commission and no expirations until December 2025. The next meeting is scheduled for February 24, 2025.
- The next Planning Commission meeting scheduled for January 13, 2025, was cancelled due to no agenda items.

**Personnel:**

- We hosted our monthly staff meeting this week and our special guest was Candace Amos, an instructor with GMA. Our staff will be treated to financial wellness training in an 8-pillar course sponsored by GMA and Truist Bank. Each course lasts about an hour and will be offered as part of our monthly staff meetings. This course is free of charge. A flier about the program and the staff meeting agenda is attached.

**Leak Adjustment:** We had one leak adjustment this month for a total of \$152.46, water - \$55.37 and sewer - \$97.09.



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 14

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

CITY COUNCIL MEETING DATE: 02/03/2025

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

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

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

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PURPOSE FOR REQUEST:

**FINANCIAL REPORTS REFLECTING FUND BALANCES AND ACTIVITY FOR THROUGH JANUARY 31, 2025 WILL BE PROVIDED DURING THE MAYOR AND COUNCIL RETREAT**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Robin Gazaway, Finance Director