

AGENDA
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, March 3, 2025
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 held February 3, 2025
 - Executive Session held February 3, 2025
 - Special Called Meetings held February 7, 2025 and February 8, 2025
 - Special Called Meeting held February 18, 2025
 - Executive Session held February 18, 2025
 - b. Approve 2025 Farmer's Market Use Agreement with Dawson County Chamber of Commerce

BUSINESS

8. Atlanta Motorsports Park: Special Event Request to Exceed Sound Limits
9. Ordinance No. 01-2025: An Ordinance To Amend The Zoning Ordinance Of The City Of Dawsonville, Georgia, To Address Certain Permitted Uses In Districts Of The City, And To Address Definitions. First Reading: March 3, 2025; Public Hearing, Second Reading and Consideration to Adopt: March 17, 2025.
10. Contract with Georgia Tech Enterprise Innovation Institute for a Feasibility Study
11. Update to Personnel Policy: Inclement Weather Policy
12. Installation of Lights on the Basketball Court at Main Street Park
13. Installation of Flock Cameras at Main Street Park
14. Proposal from BM&K Construction & Engineering Firm
15. Update on Gold Creek Drive
16. Appointments to the City of Dawsonville Ethics Board

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 regularly scheduled City Council meeting is Monday, March 17, 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

SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 03/03/2025

PURPOSE FOR REQUEST:

CONSIDERATION AND APPROVAL OF ITEMS BELOW; SEE ATTACHED SUPPORTING DOCUMENTS

- a. Approve Minutes
 - Regular Meeting held February 3, 2025
 - Executive Session held February 3, 2025
 - Special Called Meetings held February 7, 2025 and February 8, 2025
 - Special Called Meeting held February 18, 2025
 - Executive Session held February 18, 2025
 - b. Approve 2025 Farmer's Market Use Agreement with Dawson County Chamber of Commerce
-



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7a

SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 03/03/2025

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 HELD FEBRUARY 3, 2025**
 - **EXECUTIVE SESSION HELD FEBRUARY 3, 2025**
 - **SPECIAL CALLED MEETINGS HELD FEBRUARY 7, 2025 AND FEBRUARY 8, 2025**
 - **SPECIAL CALLED MEETING HELD FEBRUARY 18, 2025**
 - **EXECUTIVE SESSION HELD FEBRUARY 18, 2025**
-

HISTORY/ FACTS / ISSUES:

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

MINUTES
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, February 3, 2025
5:00 P.M.

1. **CALL TO ORDER:** Mayor Walden called the meeting to order at 5:00 pm.
2. **ROLL CALL:** 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:** Mayor Walden reminded everyone he called a special meeting for the Mayor and Council to hold a retreat at Amicalola Lodge on Friday, February 7, 2025 and Saturday, February 8, 2025 beginning at 8:30 a.m.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by M. French; second by W. Illg. Vote carried three in favor (French, Illg, Sawyer) with one opposed (Phillips).
6. **PUBLIC INPUT:** The following person(s) spoke during public input:
 - Michael Turner, 51 Hedgewood Lane, Dawsonville – He provided comments regarding his development project located at 331 Gold Creek Drive and requested the Council add the item to the consent agenda for consideration of approval.
 - Grady Turner, 2599 Howser Mill Road, Dawsonville – He provided comments regarding the history of their development project and expressed his concerns as to why it is being held up and requested the Council approve their project.
7. **CONSENT AGENDA:** Motion to approve the consent agenda made by M. French; second by W. Illg. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting held January 9, 2025
8. **EMPLOYEE RECOGNITION:** The Mayor and Council awarded Robin Gazaway a four year service award and the January 2025 Employee of the Month was awarded to the Winter Storm Cora crew consisting of Trampas Hansard, Steven McNeal, John Tatum, Caleb Reece, David Medina, Hayden Harris, David Schuette, Blake Croft, Westin Lee and Seth Reece.
9. **DOWNTOWN DEVELOPMENT AUTHORITY BOARD APPOINTMENT:** Motion to appoint Chris Sheets to the Downtown Development Authority to fulfill the unexpired term of Trey Thomas through December 31, 2025 made by M. French; second by C. Phillips. Vote carried unanimously in favor.

BUSINESS

10. **INTERGOVERNMENTAL AGREEMENT WITH DAWSON COUNTY: SHOAL CREEK ROAD PAVING PROJECT:** Motion to approve the agreement as presented made by C. Phillips; second by M. French. Vote carried unanimously in favor. (Exhibit "A")
11. **CHANGES TO PROJECTS CONCERNING LOCAL MAINTENANCE AND IMPROVEMENT GRANT FUNDS:** Motion to approve changing combined LMIG funding from FY 2023, FY 2024, FY 2024 LRA and FY 2025 from repairing and repaving Maple Street and its sidewalks to fund the joint project with Dawson County for full-depth reclamation on the City's portion of Shoal Creek Road made by W. Illg; second by S. Sawyer. Vote carried unanimously in favor.

Motion to approve changing FY 2024 LMIG-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 made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.
12. **ATLANTA MOTORSPORTS PARK: SPECIAL EVENT REQUEST TO EXCEED SOUND LIMITS :** Motion made by S. Sawyer to approve the request as presented to allow an exception to sound limits described in stipulation #17 of ZSP C2300063 for a maximum of 70 dBA LEQ(16) with trackside readings below 105 dBA at 50 feet on April 28, 2025 from 10:00 a.m. to 2:00 p.m. with the stipulation that all sound meters will be working; second by C. Phillips. Councilmember Illg asked the applicant

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if this event will be similar to the previous events; Jeremy Porter responded it would be and expects the sound level to be lower than the Father's Day event. He also stated all the sound meters are working. Vote carried unanimously in favor.

STAFF REPORTS

13. **BOB BOLZ, CITY MANAGER:** City Manager Bolz reported the leak adjustment total was \$152.46.
14. **ROBIN GAZAWAY, FINANCE DIRECTOR:** Finance Director Gazaway provided the financial reports representing fund balances and activity through January 31, 2025.

MAYOR AND COUNCIL REPORTS:

Councilmember Sawyer reported she and Amanda Edmondson visited the State Capital in Atlanta with Leadership Dawson. Their next class will be on local government with visits to the County and the City.

Councilmember Illg expressed his gratitude for all the DDA is doing and said they are funding some community events and is proud of their willingness to invest in the community.

EXECUTIVE SESSION

At 5:29 p.m. a motion to close regular session and go into executive session for real estate acquisition, pending/potential litigation and/or personnel was made by W. Illg; second by M. French. Vote carried unanimously in favor.

At 7:07 p.m. a motion to close executive session was made by M. French; second by W. Illg. Vote carried unanimously in favor.

Motion to resume regular session was made by M. French; second by W. Illg. Vote carried unanimously in favor.

ADJOURNMENT

At 7.09 p.m. a motion to adjourn the meeting was made by S. Sawyer; second by C. Phillips. Vote carried unanimously in favor.

Approved this 3rd day of March 2025

By: CITY OF DAWSONVILLE

John Walden, Mayor

Caleb Phillips, Councilmember Post 1

William Illg, Councilmember Post 2

Sandra Sawyer, Councilmember Post 3

**MINUTES
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Mark French, Councilmember Post 4

Attest: _____
Beverly A. Banister, City Clerk

DRAFT

STATE OF GEORGIA
COUNTY OF DAWSON

AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

Mayor John Walden, Councilmember Caleb Phillips, Councilmember William Illg, Councilmember Sandra Sawyer and Councilmember Mark French; being duly sworn, state under oath that the following is true and accurate to the best of their knowledge and belief:

1. The City of Dawsonville Council met in a duly advertised meeting on February 3, 2025.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5²⁹ p.m.
4. The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law: (check all that apply)

Consultation with the City Attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the City or any officer or employee or in which the City or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1);

Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and _____;

Discussion of future acquisition of real estate as provided by O.C.G.A. § 50-14-3(b)(1);

Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a City officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);

Other _____ as provided in: _____.

This 3rd day of February 2025; By the City of Dawsonville, Mayor and Council:



John Walden, Mayor



Caleb Phillips, Councilmember Post #1



William Illg, Councilmember Post #2



Sandra Sawyer, Councilmember Post #3



Mark French, Councilmember Post #4

Sworn to and subscribed before me this
3 day of February, 2025.



Signature, Notary Public

My Commission expires: Feb 18, 2028



**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 February 20, 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

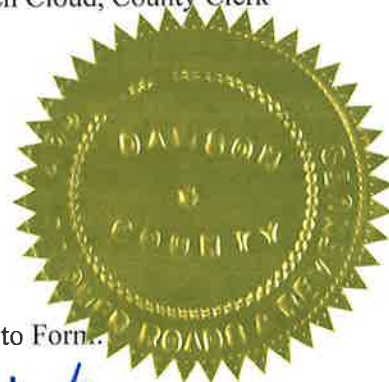
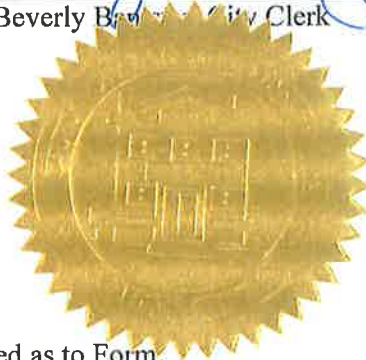
DAWSON COUNTY, GEORGIA, by and
through its Board of Commissioners

By: 
John Walden, Mayor

By: 
Billy Thurmond, Chairman


Attest: 
Beverly Bauer, City Clerk

Attest: 
Kristen Cloud, County Clerk



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.

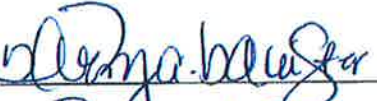
IN WITNESS WHEREOF, City and the County have executed this Agreement, effective as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

City of Dawsonville, Georgia:



Mike Eason
Mayor

Attest: 

Print Name: Beverly A. Banister

Its: City Clerk



Dawson County, Georgia:



Billy Thurmond
Chairman, Board of Commissioners

Attest: 

By: 

Its: County Clerk



**Dawsonville City Council Retreat
Amicalola Lodge, Chestnut Room
418 Amicalola Falls Road, Dawsonville, GA 30534
Friday, February 7-8, 2025**

MINUTES

In Attendance:

John Walden, Mayor	Kevin Tallant, City Attorney
Caleb Phillips, Councilman	Jacob Barr, Utilities Director
William Illg, Councilman	Trampas Hansard, Public Works Director
Sandy Sawyer, Councilwoman	Robin Gazaway, Finance Director
Mark French, Councilman	Stacy Harris, Planning & Zoning
Bob Bolz, City Manager	Amanda Edmondson, Dir. of Downton Dev.
Beverly Banister, City Clerk	

Facilitators: *Georgia Mountains Regional Commission (GMRC)*

Heather Feldman, Executive Director
Adam Hazell, Planning Director
Gina Kessler, Executive Assistant

Friday, February 7, 2025

Call to Order, Roll Call, Invocation, and Pledge

Mayor John Walden called the meeting to order at 8:30 a.m. and went through the roll call and everyone was present. Councilman Caleb Phillips provided an invocation and was followed by the Pledge of Allegiance.

Introductions and Housekeeping

Mayor John Walden welcomed everyone and thanked the council for taking time out of their schedules to be at the retreat. Mayor Walden introduced Heather Feldman and Adam Hazell with the Georgia Mountains Regional Commission and stated that GMRC will be the facilitators for the retreat.

Heather Feldman, GMRC Executive Director stated that she appreciated the opportunity to facilitate the city's retreat and recognized Mayor Walden as serving on the GMRC Council. Mrs. Feldman commended the city for coming together for the retreat and went over the goals for the day.

Adam Hazell, GMRC Planning Director provided an overview of regional trends and issues affecting the Georgia Mountains Region. Mr. Hazell discussed the rapid growth in the region, the region serving as a tourist destination, the jobs/housing imbalance, electric vehicles and

E-infrastructure, maintaining and preserving greenspace and rural character, and overall quality of life.

Department Head Presentations

City Manager Report – Dawsonville City Manager Bob Bolz stated that he wanted to give a brief overview to show how the city got to hosting the retreat and thanked Mayor Walden for the vision he had to hold the retreat. Mr. Bolz stated that in his mind excellence is a moving target and the city is seeking continual improvement. Mr. Bolz stated that the mission, vision, core values, and guiding principles are directly linked to shape operational decisions and actions.

Mission Statement – *City employees are dedicated to serving the City Council by providing high quality; affordable, moral, ethical, and responsive services to city residents and to all who interact with our municipal government ensuring a safe and secure community; a dynamic competent, proficient and efficient organization; a clean environment; innovative regional leadership; the ability to plan ahead with wisdom; the dedication to provide the necessary resources for our customers, community, and employees; and a proactive approach to all issues.*

Vision Statement – *Dawsonville is a unique destination that will be a safe, attractive, and welcoming place to live, work, and play; Dawsonville will strive to enhance its downtown and other areas throughout the city with opportunities to become a viable destination for business and cultural activities, fostering a family-friendly, walkable environment that is characterized by a variety of historic and local destinations.*

Mr. Bolz mentioned that these statements are indicative of collective stakeholder input from the Comprehensive Plan and how they envision their community. Simply put, the city is the hometown of the county.

Mr. Bolz gave an overview of the city's core values which include the following: Integrity, Servanthood with Humility, Customer-Focused Service, Accountability, Stewardship, Innovation, and Pursuit of Excellence. Mr. Bolz further discussed the city's eight Guiding Principles and the city's Goals and Objectives in carrying out the city's mission.

Finance Director Report – Robin Gazaway, Finance Director provided a handout that showed how funds are being allocated and spent. Ms. Gazaway discussed what is collected for revenues as well as disbursements including SPLOST and T-SPLOST funding. The information provided also shows how she tracks revenues and expenses and looks for trends that would either positively or negatively impact the city. Ms. Gazaway had also provided the list of both SPLOST and T-SPLOST projects and stated that these funds come in monthly, and it is important for the council to focus on prioritizing projects as funds come in as all funding

won't cover all the projects listed. Ms. Gazaway also provided copies of financial statements and bank statements for the council to review.

Ms. Gazaway provided an overview of the loan for the wastewater treatment plant. USDA's terms go out to 30 years and GEFA for 20 years. Water and sewer rate increases have been approved to offset some of the costs to help pay for the project.

Ms. Gazaway referred to the audit report and encouraged the council to review and should they want more information, she would provide this information. Councilman French asked if the audit report could be added to the website. Ms. Gazaway also discussed the downtown events and making sure that these are budgeted for adequately. Another item for discussion was the Assistant City Manager position that will be presented to the council for approval. The city currently has narrowed down the candidates and will be presenting one individual for consideration.

City Manager Bolz stated that it is time to start planning for the 2026 budget.

Utilities Report – Director Jacob Barr provided an overview of current utilities. Mr. Barr stated that the city maintains 25.5 miles of waterline, 1,819 water lines, 1,398 garbage customers, and 17.7 miles of wastewater collection system serving 1,927 customers. Mr. Barr stated that the current groundwater withdrawal permit is .750 MGD monthly average and .650 MGD annual average. The city has 1 million gallons in capacity. Mr. Barr stated that the water turnover rate target is three days and the city's is currently at 2.85. Discussion was had on what the turnover rate is and how that can factor in to the city's response to a severe disaster or situation. Councilman Illg asked if the city has enough water should there be a major fire situation and Mr. Barr stated that the city would be able to suppress the situation for 3-4 hours, but the city also has an emergency connection with the Etowah Water and Sewer Authority.

Mr. Barr discussed a proposed water tower at 557 Highway 9 north on approximately 1.5 acres on property that was purchased in 2023 that adjoins the city's existing .11 acres and is located on the highest point of elevation within the city's water service area. Additionally, another project for a new water source is a spring off Cleve Wright with a possible 100 GPM or more for production. Mr. Barr stated that the city is currently permitted to treat 400,000 gallons per day and the new plant would increase that limit to 800,000 gallons per day and hopes to bid this project out by Spring. Mr. Barr stated that the city will need a full-time plant operator.

Discussion was had on the levels of fluoride in the water and that they are submitted for testing to assess the content levels. On average, the city purchases 6-8 months' supply for all chemicals including fluoride, chlorine, etc. through Industrial Chemicals.

Mr. Barr stated that all new developments should be carefully considered when looking at capacity. Councilman Illg suggested that it would be good to have a list of all developments provided to the council for sewer especially since sewer is not a revenue generator for the city. Factoring in the rapid growth and putting in stipulations that would allow the city to say no is of paramount importance.

Public Works Report – Director Trampas Hansard stated that the department maintains 47 miles of Right-of-Way, 19 miles of city streets, 1.5 miles of dirt roads, 5.34 miles of state highway in addition to maintenance of all buildings and facilities, parks, and the city’s farmer’s market. Discussion was had on the city’s disc golf at Main Street Park and possible consideration of naming holes after three individuals.

Mr. Hansard stated that the city’s cemetery has a total of 2,462 graves and 975 are sold. Additionally, the city’s columbarium has a total of 72 niches and seven are currently sold with 65 available to be purchased.

Mr. Hansard provided an overview of infrastructure related projects:

Maple Street - \$555,000 - .0667 miles
Richmond Street - \$120,000; .196 miles
Pearl Chambers - \$242,000 – 0.356 miles

Mr. Hansard referred to a handout referencing estimates from BMK for projects and stressed that these were estimates only and real costs once bid out may be higher and should be taken into consideration when planning and making an approval.

Mr. John Walden stated that a concern is whether the city can complete all the projects that they promised the public that they would do with the T-SPLOST funds since the amount the city is receiving from the county is so small. In total, the city will only receive \$3.6 million from the County, which is approximately only 5% of T-SPLOST with the county receiving the other 95%. City Attorney, Kevin Tallant clarified that the 5% that the city will be receiving is for “city-only” projects. The 95% that the county will be receiving will be for county and county-city projects.

Discussion was had on T-SPLOST and SPLOST VII projects. Shoal Creek Road – This is a joint city and county project. The city is responsible for 4,433 feet and the cost should not exceed \$450,000 and will be LMIG funding with 30% local match.

City Manager Bob Bolz stated other projects including: a request for streetlights at Allen and Perimeter Roads; lights for basketball courts, a 4th picnic shelter and restrooms, resurfacing Memorial Garden parking, re-roofing city hall and replacing HVAC units, upgrading sidewalks from Robinson Elementary School to Highway 9, shade for playground, and the amphitheater.

There was a request to get quotes for these items so that the council can be thinking about these projects and needs.

Planning and Zoning Report – Director Stacy Harris provided a thorough overview of home development and neighborhoods:

Cornerstone: Zoned R-3; 219 lots; 1.81 acres; 25 % will be 1,600 square feet; 35% will be 1,800 square feet; 45 % will be 2,000 square feet. This development is next to Thunder Ridge. There will be only one entrance for Cornerstone Development off Highway 9.

Cottages at Dawsonville: Zoned R-6; total of 195 units with 1,2,3 rental units; maximum of 700 square feet; total area 33.98 acres (Perimeter Road and Highway 9).

Creekstone Phase 2: 87 lots, 80 permitted, Creekstone Phase 3 townhomes; PUD 27 units.

Dawsonville Pointe: Piedmont residential; zoned R-3 at highway 53 and admin campus east of Howser Mill subdivision; 97-101 units, minimum 1,800 square feet; total area 37.53 acres/32.8 acres disturbed.

Fausett Development: 24 lots and nine lots permitted – across from Junior High School.

Silver Leaf (Maple Street): 43 lots and 12 are currently permitted.

Thunder Ridge Phase 2: Garden Street; 18 lots; zoned R-3; 5.9 acres density and 1.58 acres; minimum of 1,600 square feet.

Thunder Ridge Phase 3: Zoned R-3; total 91.4 acres; density 1.64 acres; minimum of 1,600 square feet.

Uptown Harden: Development off Highway 9 North past Dawson Junior High; zoned R-6; 25 lots, total 4.68 acres; density 5.34; minimum of 1,600 square feet.

Village at Maple Street: Zoned R-6; 31 townhomes and eight permitted; 6.12 acres, minimum of 1,200 square feet.

Villas at Dawsonville: Located just north of Highway 53 West; total 38.55 acres, 20.9 disturbed; home sizes per ordinance, stipulations, open space 20.30 acres.

Villas at Gold Creek: Fisher Homes; PUD, 32 townhomes; 5.73 acres.

Break for lunch.

Downtown Development Report – Director Amanda Edmondson stated that the “What” of what the city does is downtown Dawsonville and referenced the small-town feel and the sense of place. How do we connect that feeling with Dawson County? The strategic mission is how do we associate with what Dawsonville is to the city’s brand reflects what the city is.

Director Edmondson stated that for the Strategic Planning Process – the Four-Point approach was used and recognized by Main Street America, Department of Community Affairs-Economic Vitality, Promotion, Design, and Organization. Ms. Edmondson provided an overview of demographic data and how information was pulled and stated that the largest demographic data living in the city is females between the ages of 30-34.

The process started with public participation over a nine-month period and then utilized this critical data to incorporate this into methodology of the strategic planning document. There were three main focus areas of the Strategic Plan including the historic downtown, civic center, and the 17-acre site.

The next process was the downtown branding process, and a committee was formed to start the public participation process to assess what uniquely Dawsonville is. It was important to hear from community leaders and entrepreneurs in the city that can best support business creation and expansion.

Ms. Edmondson discussed the community-focused self-guided map of Dawsonville. Ms. Edmondson referenced the brochure that was handed out and explained the emphasis on supporting locally owned businesses. The brochure is designed with a QR code to link to an interactive map of downtown. Ms. Edmondson further stated that the brochure has a sticker program, and participating locations will provide a sticker for shopping local. After receiving 15 stickers, the individual can trade it in for a free Dawsonville T-shirt.

Discussion was had on the Advertisement Co-Op Program and stated that a full-page ad was recently in a NASCAR publication, and includes things like a shared billboard contract, and newspaper co-op advertisement. An overview of events was discussed and included the 2nd year of Light Up Dawsonville Event, Food Truck Fridays, and the Christmas Tree Lighting Event. Bike Ride Across Georgia (BRAG) will be coming to Dawsonville on June 4th through 5th.

Economic Development – Strategic Plan

Amanda Edmondson presented information from the city’s Strategic Plan and stated that the purpose was to identify the right problems and opportunities (data and public participation), changing the problems into goals (visioning), and determining a critical path forward (incrementalism). Ms. Edmondson stated that the value in a public participation process is taking a bystander and making them an engaged stakeholder.

The goals for the future of downtown identified in the Strategic Plan include:

- Economic Investment
- Placemaking
- Mixed-Use Development
- Connectivity and Accessibility
- Public Spaces
- Promote Tourism
- Sustainability

The focus areas included in the plan are the historic downtown, civic center area, and the 17-acre site. Looking at the big picture, the historic downtown area goals are to preserve and restore historic buildings, provide opportunities for infill and future development in underutilized spaces, and enhance the sense of place with short-term projects like landscaping, public art, and public spaces.

Goals for the civic center area include the creation of trail connections that link the civic buildings and Main Street Park to a larger trail system and future development and to create a safe pedestrian connection across Highway 53 with a bridge or tunnel. Ms. Edmondson referenced the BUILD grant recently submitted by GMRC.

Creating a foundation for big projects relies on the public participation process, branding process, Historic Resources Study, Rural Zone Designation, Strategic Plan, Comprehensive Plan, Hotel Feasibility Study, Cannery Feasibility Study, Impact Fees, and the SPLOST and T-SPLOST.

Outsourcing Planning and Zoning

City Manager, Bob Bolz stated that there was a change in the agenda and Ms. Allison Martin, City Manager for the City of Dahlonega, was going to present on the pros and cons of outsourcing some of the planning and zoning responsibilities.

Ms. Allison Martin, City Manager, City of Dahlonega discussed the process of how the City of Dahlonega went about changing to a consultant specifically to provide services as it relates to Planning and Zoning. Ms. Martin provided information on the response to the new process from both the staff and council perspective.

Economic Development – 17-acre site

The proposed 17-acre site will provide connection between the historic district and other downtown areas. This future development would serve to create a centralized hub for residents and visitors to experience dining, shopping, recreation, and housing. Ms. Edmondson referred to page 57 of the Comprehensive Downtown Strategic Plan that was passed out to everyone. Proposed uses include greenspace and trails, potential for a hotel, central public plaza, additional parking, and business incubation spaces.

Regional Economic Success

Dawson County Chamber of Commerce

Amanda Edmondson stated that there may be a need to reexamine the city's relationship with the Chamber of Commerce as the city has evolved and is continuing to grow and change. The need for a shared vision for the chamber, county, and the city is needed for a community that continues to grow – what role does each play in the promotion for the county and the city. The need for increased collaboration between the city and chamber is important to complement each other and not work against each other or duplicate efforts. The city should review its agreement with the Chamber of Commerce.

The city is required to spend the amount they collect beyond 3% on a select type of entity. The City Attorney clarified the nature of State code that defines conditions for collection and uses. Some general discussion held about the options of agencies available for Dawsonville. Part of the concern is that the city's businesses are not getting their share of needs for the amount of funds that the city provides to the Chamber of Commerce. Most efforts seem to be going to the outlets at Georgia 400.

Discussion was had on the best course of action on how to move forward with the relationship between the city and the chamber of commerce. Changing the mindset of not being in competition with the chamber, but a partner and recognizing there is a difference in focus between the area of Georgia 400 and downtown Dawsonville. It should be outlined what the expectations are about priorities and what the deliverables are.

Mountain Moonshine Festival

Discussion was had regarding staff running the festival. Staff that ran the event separate from the city in the past have left and everyone is trying to fully understand how to run the event. The suggestion is to meet with the Committee early to discuss the issues that have occurred in the past and how to best plan. The city may want to consider having a designated person to attend committee meetings and to take notes and make observations for future planning efforts.

Prep Discussion – Development Regulations

Adam Hazell, GMRC Planning Director asked members what types of regulations the city wants to review or think about in preparation of the next day's discussion. Topics that came up included parking on the street in residential areas, garages, city-wide zoning, and variances in development reviews.

Board and Commissions Discussion

Mayor John Walden stated that there needs to be clear and consistent communication around how council members are chosen to serve as representatives on boards and commissions.

Going forward, the process should be whoever's post the designated person is in should be notified first and that council member will do the vetting prior to voting on the individual at a council meeting. Discussion was had on general procedures reviewed for appointments to boards and commissions.

City Manager Bob Bolz stated that currently there is one vacancy on the Historic Preservation Commission and there will be two more at the end of this year. Additionally, the city needs to reactivate and find members to serve on the Animal Control Board. Two of the members must live in the city and the other should have experience with animals, but does not have to be a vet.

Dawsonville is a designated City of Ethics and part of this requirement is to have an Ethics Board. Positions are for two-year terms and should include three people of which two are residents and one is an attorney.

The suggestion was made to provide names for interested individuals to the City Clerk by the end of February to serve on any of these boards so that they can be properly vetted and voted on by the city's March 3rd meeting.

Mayor John Walden asked for a motion to go into recess and reconvene on Saturday, February 8, 2025 at 8:30 a.m. William Illg made the motion, and Caleb Phillips seconded the motion. The motion passed unanimously.

Saturday, February 8, 2025

In Attendance:

John Walden, Mayor	Kevin Tallant, City Attorney
Caleb Phillips, Councilman	Jacob Barr, Utilities Director
William Illg, Councilman	Trampas Hansard, Public Works Director
Sandy Sawyer, Councilwoman	Robin Gazaway, Finance Director
Mark French, Councilman	Stacy Harris, Planning & Zoning
Bob Bolz, City Manager	Amanda Edmondson, Dir. of Downton Dev.

Mayor John Walden asked for a motion to come out of recess at 8:30 a.m. on Saturday, February 8, 2025. Councilman Mark French made the motion and Councilman Willian Illg seconded the motion. The motion passed unanimously.

Review of Intergovernmental Agreement with Sheriff's Office

City Manager Bob Bolz explained that since 2021 the city has paid the Dawson County Sheriff's Office to employ two additional deputies. At that time, the county already provided basic law enforcement services to the city, and under the contract the two additional deputies were to be assigned to the city to perform additional services such as patrol of the high

school, Jr. high school, and city park areas, attend council meetings or public hearings, as well as enforce city ordinances. However, the city has since become aware that the sheriff's department removed the deputy that was assigned to the city and the deputies that were meant for extra duties are now the primary call when there is any need for law enforcement within city limits. Zone 5 remains a vacant position within the sheriff's office. If one of the two deputies paid for by the city cannot attend a meeting or hearing the sheriff's office does not send another officer, and the sheriff's office will not enforce city ordinances. The sheriff's office has violated the agreement more than once, and requests to schedule a meeting with Sheriff Jeff Johnson have gone unanswered for over a year.

City Manager Bolz asked if the council wishes to continue to pay the county to have additional deputies, or if they would like to explore other options.

Discussion was had on several topics of concern:

- Citizens being put into a double taxation situation
- Breach of contract – do not pay if the city is not truly receiving the extra services
- Additional cost of hiring private security if a deputy is unavailable to attend a meeting
- Thousands of dollars in property damage could go unpunished if a deputy isn't present for extra patrols
- Child welfare issues- young teens unsupervised in the park
- Coverage level provided by the county if the city removes the two additional officers (animosity)

Kevin Tallant will review the contract to help identify violations and the city will continue to try to schedule a meeting with Sheriff Johnson.

Adam Hazell recommended the following if the city chooses to remain under contract with the county for the time being:

- Identify and create an inventory of locations in need outside of the general areas covered by the sheriff's office.
- Work in conjunction with schools to identify the times and events that need additional security and tally up a calculation of man hours needed.
- Include an appendix to contract with performative expectations putting an officer at the location and times identified.
- Update as needed based on growth.

Discussion was had about the possibilities of the city creating a police department with one full-time and one part-time officer that would be on the city payroll and the rest of the time that cannot be covered falling back to the sheriff's office. Expenses outside of personnel would be a building/location for the police department, vehicles, and other needed equipment (guns, vests, uniforms). Mayor Walden mentioned grants as a possible funding source, and Kevin Tallant mentioned that in the State of Georgia citizens can donate to a

police foundation and receive matching credit towards what they pay in state taxes. That money can be used to purchase vehicles, etc. SPLOST A can also be used to purchase vehicles. Mr. Hazell recommended that the city reach out to GMA to ask what other cities their size have recently created police departments and contact to those cities for ideas. Councilman Illg recommended beginning the research now by reaching out to other communities so that the city can begin to budget for this.

Discussion on Development Regulations - GMRC Planning Director Adam Hazell shared the following information:

Review of Ethics and Best Practices

“All government, of right, originates with the people, is founded upon their will only, and is instituted solely for the good of the whole. Public officers are trustees and servants of the people and are at all times amenable to them (Ga. Const. Art. I, § 2 ¶1).”

- Never Discriminate – All citizens must be treated equally regardless of personal experiences, feelings, or knowledge of the individual.
- Make No Private Promise – Do not make promises on behalf of the city that you are not empowered to do on your own.
- Don’t Engage in Business with the Government – This creates an appearance of a conflict of interest.
- Never Use Confidential Information – Elected officials cannot use confidential city information for personal gain, or the personal gain of friends, family, business partners, etc.
- Expose Corruption – As a city official you are obligated to expose corruption.

Process of Development

Know Your Roles

- Staff – 95% of the work should be done by staff.
 - Completeness & Accuracy of Applications
 - Compliance w/ Local Code
 - Compliance w/ State/ Federal Law
 - Compliance w/ Local Comprehensive Plan
 - Validates Conditions
 - Provides Report
 - Implement Policy
- Planning Commission
 - Validate Staff Report
 - Conduct Discussion & Analysis
 - Issues the Recommendation
- City Council
 - Validate Reviews to Date
 - Final Discussion

- Approval, Denial, Approval w/ Condition
- Direct Updates to Policy
- Confirm Vision & Goals
- Make Appointments
- Review Performance
- Enact Legislation

Formalize Communication

- Have & abide formalized communication policies
- Simplify communication channels
- Minimize the extent of “anyone anywhere” speaking for the office/ government
- Regularly have policies reviewed for legal concerns and effectiveness
- Mr. Hazell recommended having a business card with a general contact email where citizens can submit their questions to ensure everything flows through the proper channels. This allows the time for all members of the council to review as well as provides the ability to show that a request was made, and what steps were taken by the council to address it

Stick to the Script

- Rules of Order rule the day!
- Prepare in advance (know the nature of business before meeting)
- Stick to the agenda
- Be civil in discourse; Defer to facilitator
- Key staff participation: Manager, Attorney, Clerk
- Have structured opportunities for public comment
- Decisions by local government must be:
 - CLEAR and based on established criteria
 - CONSISTENT with established precedent
 - Failure to be clear and consistent renders the government subject to legal challenges

Monitor Your Performance

- How many variances are you getting?
- How many applications received are pushing the limits of codes/ordinances?

Discussion on Development Regulations Cont.

The plat approval process is an area of concern. There was much discussion on when the plat should be presented to the council to vote and the problem of the public not understanding the process due to the inconsistencies of voting when there is little difference between the preliminary plat and final. Adam Hazell referred the council back to the “Knowing Your Roles” portion of the conversation. However, because of inconsistencies within the ordinance, the

lack of a clear definition of major versus minor changes, and too much being left up to interpretation, there seems to be confusion around the process.

All in attendance agreed that the ordinances are not user friendly and need to be updated. Stacy Harris suggested a third party come in to review the ordinance and get them streamlined. Kevin Tallant suggested a table within the ordinances that shows what is allowed in each situation (lot size, buffers, etc.) would be much more user friendly. Then when changes are made, update the table to keep everything current in one section. Adam Hazell noted that the updates could be done in two phases, in the first phase, staff could go through the ordinances and identify what is lacking, what is duplicates, or contradicting to come up with draft with immediate fixes. The second phase would be to have the third party then come complete a bigger study and re-write.

Councilman Illg would like to have a training or retreat for the Planning Commission once everything has been updated and create a clear process of how the approval should work moving forward.

Zoning Regulations: Define Standard and Sub-Standard

The current zoning regulations read as if a road is not up to standard; the developer must bring it up to standard. However, those definitions are not defined in the ordinances. Adam Hazell asked if the ordinances are strong enough to deny development without making the improvements and Kevin Tallant answered that they are not strong enough to deny but are strong enough to require the upgrade. Kevin Tallant noted that the city does have standards for the streets. Bob Bolz stated that if a subdivision connects to a city road the developer is responsible for bringing that road up to standard, but some developers are pushing back on that. For example, when the Silver Leaf development was built, it required two additional feet of road width at the property frontage.

Adam Hazell recommended that the city create an inventory of what existing conditions are on all roadways, how many meet standards, how many are sub-standard, and what conditions restrain a road from meeting standards. An engineer can rate the roads by a classification system to get a base line of what the city has and then balance what the infrastructure can handle based on those results to help determine what development can go where.

Mr. Hazell also noted that the Federal Highway Association (FHWA) has formulas that calculate trips per day, and you cannot request bringing a road up to standard if that count is less than 200.

Ordinances

Setbacks – Parking on the right-of-way has become a problem in certain areas around the city, including subdivisions. At present, the setbacks are 50 ft. in R-1, 40 ft. in R-2, and 30 ft.

in R-3. Councilman Mark French suggested increasing the front setbacks to allow for longer driveways to eliminate parking on the street. Councilman Illg asked if the setbacks can be considered based on the size of the house.

Adam Hazell commented that depending on design, setbacks alone may not resolve the issue. The ordinances need to be clear about where roadside parking is allowed and where it is not, as well as what factors are used to determine that. Sidewalks should always remain accessible. Private roads should also be held to the ordinances due to public safety.

Cars that are blocking the sidewalk or road cannot be towed without an ordinance. The sheriff can make the determination if a state law is being violated (traffic hazard) if a vehicle needs to be towed. The concern is that the sheriff's office is not enforcing parking violations. Adam Hazell suggested keeping a log of the incidents to have when renegotiating the contract with the sheriff's office.

Driveways – Adam Hazell asked the council what they would like to see regarding driveway regulations. Some options to help eliminate street parking would be rear loading parking or driveways on the side of the homes. Mr. Hazell noted that there could be a larger range of housing styles and accommodations for parking that keep the sidewalks clear if those options were considered.

Amenities – This should be clear in the ordinances when subdivisions are being built. To make it clear in the ordinances, there needs to be a clear definition of what an amenity is. Is it an active use amenity (swimming pool or tennis courts) or a passive use amenity (garden or walking path). Councilman Mark French would like to have an ordinance or regulation that specifies at what point in the construction phase amenities are required to be completed.

Other – Councilman Illg felt that getting the ordinances and regulations updated should be the council's priority. Others in attendance also agreed that due to the number of inconsistencies, the ordinances do need to be a priority. Councilman French agreed but also felt that the contract with the sheriff's office with the appearance of double taxation should also be priority. Kevin Tallant will research to get more information about that but does not feel it is double taxation if the deputies the city has contracted are used for non-emergency situations.

Code Enforcement

City Manager Bob Bolz would like to see the city be more proactive than reactive when identifying code enforcement violations. This will require more coordination with the sheriff's office and must be streamlined and consistent.

Amanda Edmondson recommended documenting the code in a central location as it could potentially help with grants down the road.

Zoning Map

Define Zoning District Area - After review of the zoning maps, Councilman Caleb Phillips would like to see Parcel #092001 changed to R-3, the councilman would also like to look into doing away with the islands. Mayor Walden has spoken to the county and there are islands they need to get exact boundaries on. Trampas Hansard mentioned that if the city takes the island, they are responsible for taking the whole road. Adam Hazell recommended putting an Annexation Policy into the next Comprehensive Plan that would work for the city.

Councilman William Illg asked if there are regulations that allow residential in areas zoned for office space. The Central Business District overlay of the historic district allows housing and offices, but all residential building must follow the historic building guidelines. The councilman liked the idea of businesses downstairs with living space upstairs.

It was discussed that the use table for Town Business needed to be re-evaluated.

Discussions were had about holding parcels to be used for green space, biking trails, etc. Amanda Edmondson explained that a potential trail to connect between parks within the county and city is already in the Comprehensive Plan and grants may be available for funding options. Adam Hazell suggested that the best way to capture what you want to see is to put policies in place now to preserve land for green space. Ask yourself what you want to see for future land use and once achievements are made know what you want to see next.

Mr. Hazell also suggested that when rezoning the city should have a set unit per acre, but roads, wet lots, net destiny, and unbuildable lots should be factored in when setting that limit. The net number of units needs to be based on buildable lots to prevent it from becoming a point of contention and to cut down the urgency to request variances.

Discuss R-6 Multiple Family District – Councilman William Illg would like to see a square footage increase in R-6. Once the new townhomes being built are completed it would be easier to determine if a higher rate of architectural standard or the amount of square footage is the true concern.

Mayor John Walden had concerns that the city does not have a tree ordinance. Several large trees were taken down at the site of the townhomes with no requirements to replant anywhere on the property.

Councilman Illg likes the conservation neighborhood concept where homes are built on a percentage of the acreage and the other acres are reserved for green space, or trails.

Amanda Edmondson noted that the City of Madison, Georgia has done a very good job with their city regulations and encouraged the council to look at the regulations they have put in place for this type of zoning.

Industrial – During zoning map discussions the topic of industry came up. Council Member Mark French has concerns that if the city does not recognize the value in retaining citizens by bring in industry to create jobs, property and other taxes will continue to rise to support the needs of the city. Amanda Edmondson discussed concerns that the focus has been on promoting and expanding local business instead of bringing in new businesses. This is good for local business but does not necessarily create new jobs that would provide the quality of life that homeowners look for when locating. Mayor Walden suggested identifying a designated area to allow business to come in for the creation of jobs and Amanda Edmondson pointed out the business incubation projects in Town Center could be considered an Industrial Park of sorts. Adam Hazell encouraged the council to not only think city wide, but county, and region wide as well when considering industry. Consider where would be the best place and how accessible that would be. Working with the county on the building off Georgia Highway 400 would be beneficial so the city's input could be included when deciding what should go in there.

Recap/Wrap Up/Next Steps

- The city should compile a list of metrics it wants to see from the sheriff and chamber and make amendments to those contracts as needed.
- Identify the items that are considered easily obtainable in the regulations and ordinances that can be fixed immediately and then make recommendations to have by the summer or fixes to the zoning maps that go along with those recommendations.
- Field test other communities that have regulations the city would like to consider.
- Keep an inventory of everything that may need to be purchased, replaced, or require maintenance and/or repairs to budget future funding.
- Create an inventory of road classifications and sidewalks.
- Amanda Edmondson asked that the council provide her with any thoughts or feedback that they may have that did not get mentioned in the retreat.
- Any additional thoughts or questions about ordinances, regulations, zoning , etc. that did not get covered in the retreat should be emailed to Beverly Bannister.

William Illg thanked the staff for participating in the retreat, and asked if there was anything that the council could do to help more. Mr. Illg also asked if it would be considered a benefit if after 10+ years of employment with the city to be given a piece of property at the city cemetery. This is an asset that the city already has that could be a benefit of employment.

Mayor John Walden thanked the staff and council for attending the retreat, and thanked GMRC for facilitating.

Mayor John Walden called a special called meeting of the City Council on Tuesday, February 18 p.m. 2025 at 5:00 p.m.

Adjournment

Mayor John Walden asked for a motion to adjourn. Councilwoman French made the motion and Councilman Phillips seconded. The motion passed unanimously, and the meeting adjourned at 2:54 p.m.

Approved this 3rd day of March 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

MINUTES
CITY COUNCIL SPECIAL CALLED MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Tuesday, February 18, 2025
5:00 P.M.

1. **CALL TO ORDER:** Mayor Walden called the meeting to order at 5:00 pm.
2. **ROLL CALL:** 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 and Finance Director Robin Gazaway.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember French.
4. **APPROVAL OF THE AGENDA:** Motion to amend the agenda to add items #5a. Executive Session and #5b. Discussion of Streets in Gold Creek made by M. French; second by C. Phillips. Vote carried unanimously in favor.
5. **PUBLIC INPUT:** The following person(s) spoke during public input:
 - Marilyn Sanvi, 660 Gold Creek Drive, Dawsonville – Ms. Sanvi expressed her concerns regarding the City’s elected officials and their perceived lack of concern for Gold Creek by allowing them to reduce the square footage previously approved for the townhomes. She also commented on statements made by Mike and Grady Turner during the February 3, 2025 City Council meeting. She reported the homeowners have been taking care of the Gold Creek neighborhood, not the Turner’s.

The five minute allowance for public input expired. Councilmember Phillips motioned to allow Ms. Sanvi additional time to complete her statements; second by W. Illg. Vote carried unanimously in favor.

She expressed additional concerns about allowing the width of the road to be changed and reminded the Council it is the citizens of the City who elect them, not developers. She invited Councilmembers to visit the Gold Creek neighborhood to see the state of the property.
 - Beth Duncan, 15 Prospectors Court, Dawsonville – Ms. Duncan spoke representing the Gold Creek HOA and the concerns brought to her by the homeowners regarding the townhome development. She is asking the Council to honor their oath of office to uphold the City’s ordinances. She stated they are not looking for special treatment, they just want the City to adhere to the ordinances and take into consideration all of the issues brought to their attention through various meetings and correspondence.
 - Darron Disheroon, 480 Gold Bullion Drive East, Dawsonville – He echoed the comments made by Ms. Duncan and asked the Council to be sure to uphold the City’s ordinances concerning the Gold Creek Townhome development. He pointed out all of the homeowners take immaculate care of their own properties, as well as part of the golf course, however, the front entrance and the clubhouse give the appearance of a “ghost town”.
 - Mike Turner signed up for public input but did not speak.
- a. **EXECUTIVE SESSION:** At 5:16 p.m. a motion to go into executive session for pending/potential litigation was made by M. French; second by W. Illg. Vote carried unanimously in favor.

At 6:12 p.m. a motion to close executive session was made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.

Motion to resume regular session was made by S. Sawyer; second by W. Illg. Vote carried unanimously in favor.
- b. **DISCUSSION OF STREETS IN GOLD CREEK:** Attorney Tallant spoke to Council about the ordinances referring to a development next to a substandard street in which certain improvements would need to be made to be brought up to City standards. The term substandard is not defined in the ordinance and the term may have been defined differently by individuals over the years. He stated there is a street in place and completed by a developer, emphasizing that no one currently sitting on the Council had any participation with the approval of said street. He understands some

MINUTES
CITY COUNCIL SPECIAL CALLED MEETING
G.L. Gilleland Council Chambers on 2nd Floor
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measurements have been taken to determine the width of the street and believes Public Works Director Hansard could report more on the subject.

Mr. Hansard provided measurements of the width of the Gold Creek Drive in various locations. Councilmember Illg referred to a section of the street where the new portion meets the old portion and asked Mr. Hansard about the potential of making it wider. Councilmember Phillips understands the residents have safety concerns and suggested getting cost estimates to widen the road as well as obtaining permission from the property owner. Councilmember Illg further stated his concerns about safety when cars are traveling on the road. Councilmember Phillips also suggested speaking with the residents to determine which specific area they are concerned about; Councilmember Illg agreed.

- 6. CONSIDERATION OF FINAL PLAT FOR VILLAS AT GOLD CREEK:** City Attorney Tallant provided a brief overview of the history of the Gold Creek development and stated again that when the development was originally approved in 2006, no one currently sitting on the Council was a part of the approval process. He further explained the original approval for the townhomes allowed thirty-six units at twelve hundred square feet. In 2020 an administrative variance was approved at staff level since the variance resulted in a reduction of the number of units; reduced from thirty-six to thirty-two units at twelve hundred square feet. The City communicated with the developer the minimum square footage for the townhomes was twelve-hundred square feet. The developer submitted plans to the City which contained square footage for eight townhomes at 1,681 sq ft, eight townhomes at 2,059 sq ft, eight townhomes at 2,878 sq ft and eight homes at 2,628 sq ft. The cover sheet for the plans which were submitted and reviewed by the City and subsequently site development work began, contained a notation that the minimum townhome square footage was to be 2,228 sq ft. This was in conflict with the specific floor plans submitted around the same time because some plans were lower square footage than 2,228. This particular issue was not raised by those reviewing the plans with the developer and the developer moved forward with the development. The City has recently received an update on the square footage from the developer, which completely eliminates the eight homes at 1,681 sq ft and instead increased the number of townhomes offering 2,628 sq ft from eight to sixteen units. Attorney Tallant further stated the City's ordinances do not differentiate between heated and non-heated square footage for townhomes and explained that with a garage being included as part of the total square footage it would ultimately reduce the heated square footage. Therefore, if the Council required the developer to have a minimum of 2,228 square feet on all of the townhomes, they could end up with approximately 1,719 heated square feet of each unit. He further noted that through the efforts of the Council working with the developer to increase the square footage from twelve hundred to the current proposed square footage, there will now be units with garage space having a total of approximately 2,188 heated sq ft and 2,194 heated sq ft. Lastly, he also said this was a unique situation because approving a final plat is typically done at a staff level and not by the government body. For each piece that was approved from 2006 until now, this body was not involved in those approval processes and once the stage of the final plat approval is ready, the developers have already moved forward based upon those prior approvals which is why Attorney Tallant believes it is not typical for a government body to be involved with an approval process at this level. However, being that it is required by our ordinances, the request for approval has to be considered by this governing body and that is what is being presented now. Mayor Walden asked if the Council has the updated plat; Attorney Tallant stated yes as well as updates to the covenants.

Motion to approve the final plat as presented made by W. Illg; second by C. Phillips. Councilmember French stated his frustration is the original site plan stated a minimum square footage of 2,228 and deems it disingenuous to not develop the units as stated on the cover sheet. Councilmember Phillips stated the Council has spent a lot of time on this and doesn't want the residents to think they don't care; they have been able to increase the overall square footage and since not being involved in the prior approval processes, he believes they have done the best they could. Councilmember Sawyer asked Attorney Tallant if the square footage of the homes has to be stated on the cover sheet; Attorney Tallant responded no it is not required. Councilmember French stated it was on more than

MINUTES
CITY COUNCIL SPECIAL CALLED MEETING
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one document. Vote carried three in favor (Illg, Phillips, Sawyer) with one opposed (French). (Exhibit "A")

7. **CONSIDERATION OF CONTRACT WITH CPL ARCHITECTURE, ENGINEERING AND PLANNING:** Motion to approve the contract as presented made by M. French; second by C. Phillips. Councilmember Phillips stated that by hiring this company he believes a lot of the issues that have come up can be resolved and the ordinances can be revised. Councilmember French requested an audit of the Planning Department to ensure our current projects are compliant with City ordinances. Vote carried unanimously in favor.

Mayor Walden reported the Council has had extensive discussions at their retreat concerning ordinances and believes hiring CPL for planning services will help with working with developers in relation to the City's vision. Councilmember French agreed it was worthwhile to hold the retreat and thanked the Council for considering the decision to outsource the Planning Department believing it will streamline the process and hopefully eliminate further issues. Councilmember Illg thanked the public for attending the meeting and stated the Council is passionate about the decisions they make because of their love for the City and it's residents. Councilmember Sawyer also thanked the residents for coming to the meeting and stated the decisions the Council makes are important to both them and the residents.

8. Executive Session was held earlier in the meeting.
9. **ADJOURNMENT:** At 6:42 p.m. a motion to adjourn was made by M. French; second by W. Illg. Vote carried unanimously in favor.

Approved this 3rd day of March 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

STATE OF GEORGIA
COUNTY OF DAWSON

AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

Mayor John Walden, Councilmember Caleb Phillips, Councilmember William Illg, Councilmember Sandra Sawyer and Councilmember Mark French; being duly sworn, state under oath that the following is true and accurate to the best of their knowledge and belief:

1. The City of Dawsonville Council met in a duly advertised meeting on February 18, 2025.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5¹⁶ p.m.
4. The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law: (check all that apply)

Consultation with the City Attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the City or any officer or employee or in which the City or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1);

Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and _____;

Discussion of future acquisition of real estate as provided by O.C.G.A. § 50-14-3(b)(1);

Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a City officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);

Other _____ as provided in: _____.

This 18th day of February 2025; By the City of Dawsonville, Mayor and Council:



John Walden, Mayor



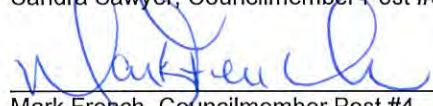
Caleb Phillips, Councilmember Post #1



William Illg, Councilmember Post #2

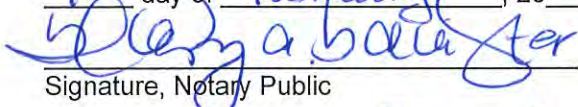


Sandra Sawyer, Councilmember Post #3



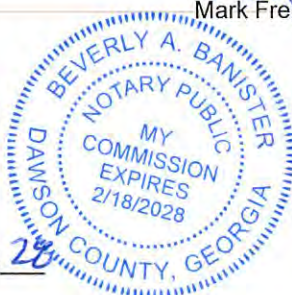
Mark French, Councilmember Post #4

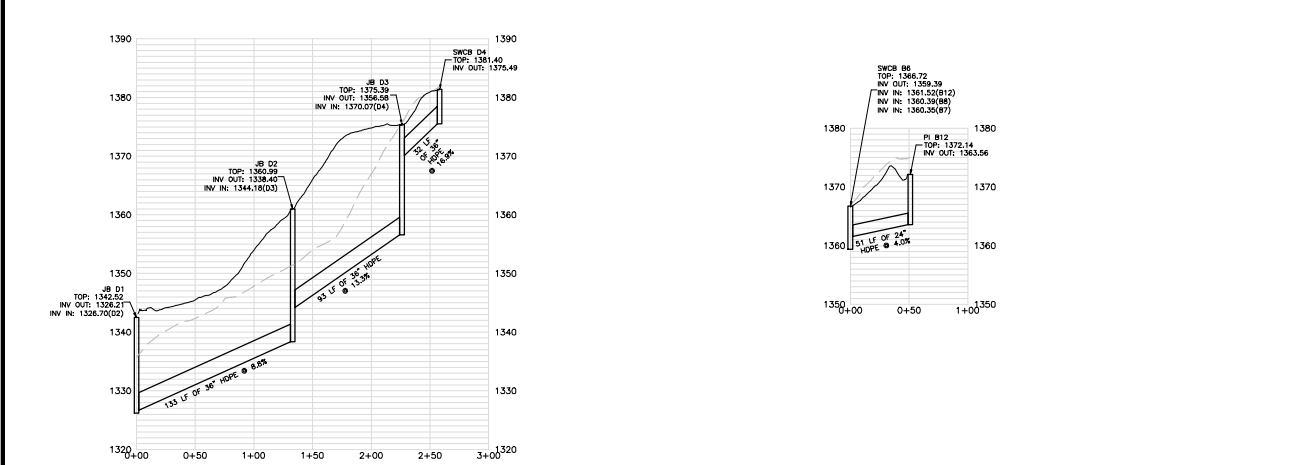
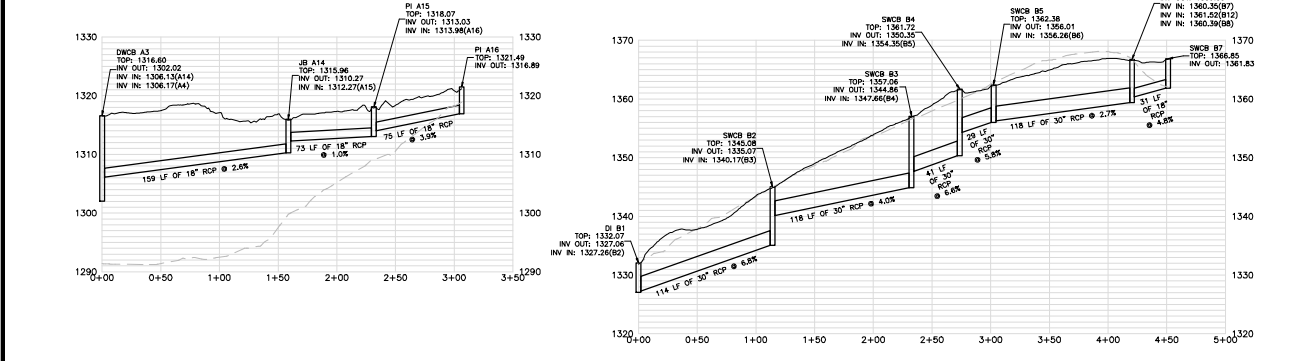
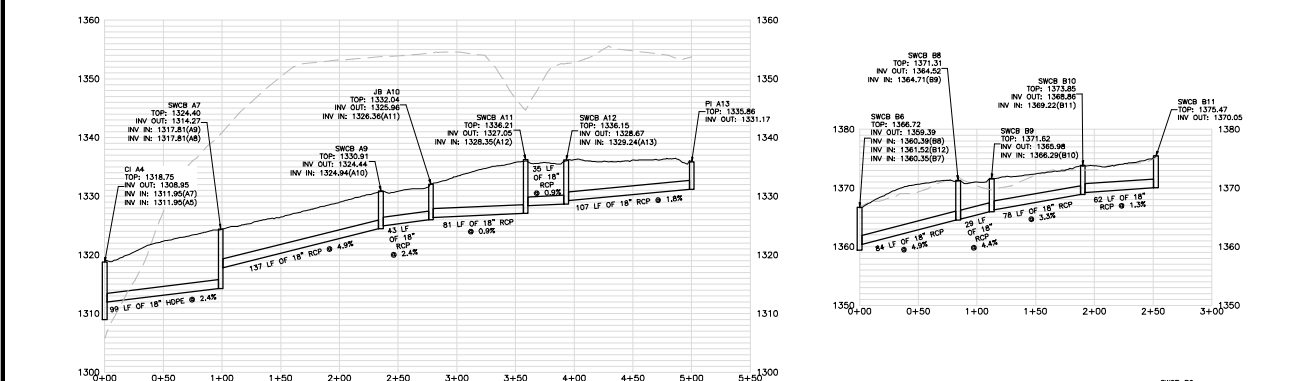
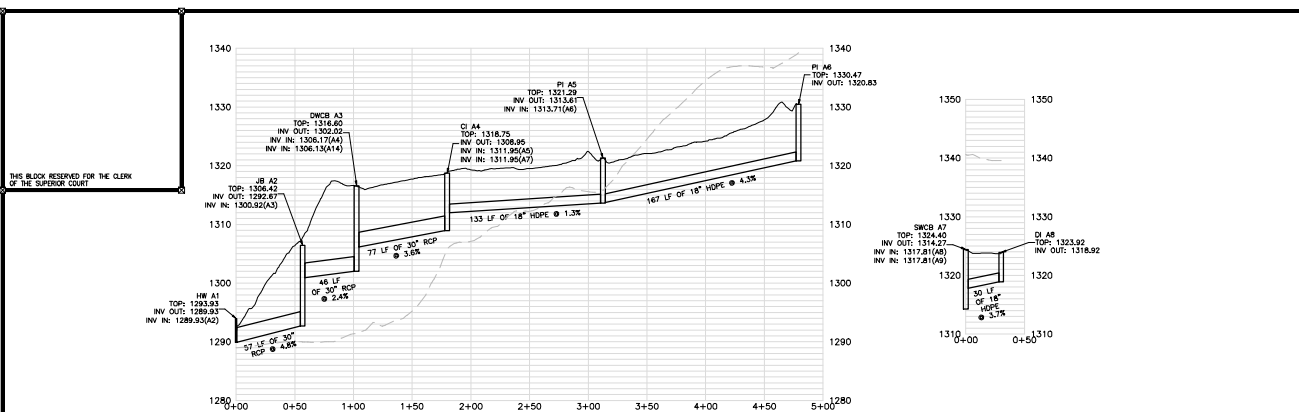
Sworn to and subscribed before me this
18 day of February, 2025.



Signature, Notary Public

My Commission expires: Feb 18, 2028





PROFILES
 HORZ. SCALE 1"=50'
 VERT. SCALE 1"=10'



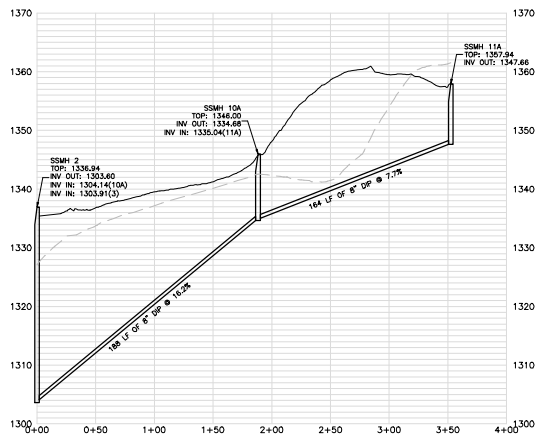
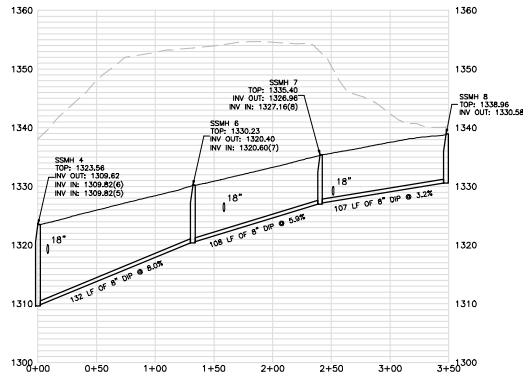
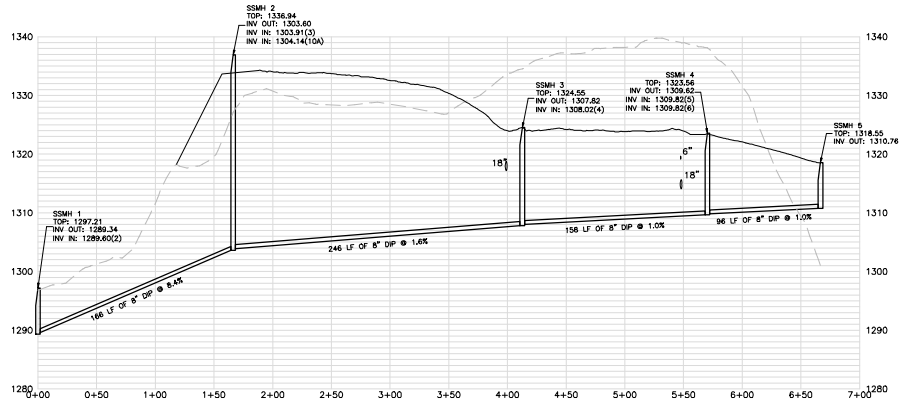
THE LOCATION OF ALL UTILITY DEEPS OR TRENCH BRACKETS ARE APPROXIMATE AND THESE SHOWN FROM OBSERVATIONS AT THE SITE AND/OR FROM INFORMATION PROVIDED BY THE PROPERTY OR UTILITY OWNER. DATA OBTAINED IS REPRESENTED AS IS. THE ENGINEER DOES NOT GUARANTEE THAT THE LOCATIONS SHOWN ARE EXACT AND IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXACT LOCATIONS OF ALL UTILITY DEEPS, TO VERIFY UTILITY DEEPS FROM THE CONTRACTOR, AND TO CORRECTLY THE DEPTHS OF ALL THE UTILITY TRENCH CONTACT WITH THE PROPOSED IMPROVEMENTS SHOWN OF THESE BRACKETS.

SHEET NO. 5 of 6
 DRAWING BY: AC
 DRAWING DATE: 10/2/2024
 FIELD CREW: CCLCR
 FIELD DATE: 10/20-9/24
 FILE: 21-213 BDD.dwg

DRAINAGE PROFILES FOR:
 VILLAS AT GOLD CREEK
 LAND LOTS 170 & 171
 4th DISTRICT, 1st SECTION
 CITY OF DAWSONVILLE, DAWSON COUNTY, GEORGIA

CERTIFICATE OF AUTHORIZATION NUMBER: LSF 001093
 PREPARED BY: DES ENGINEERING & SURVEYING
 24 DAWSON VILLAGE WAY SOUTH
 DAWSONVILLE, GA 30534
 PHONE: (706) 265-1234
 DES@DESPE.COM

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT



PROFILES
HORZ. SCALE 1"=50'
VERT. SCALE 1"=10'



THE LOCATION OF ALL UTILITY SHOWN ON THESE DRAWINGS ARE APPROXIMATE AND WERE OBTAINED FROM OBSERVATIONS AT THE SITE AND/OR FROM INFORMATION PROVIDED BY THE PROPERTY OR UTILITY OWNER. DATE ENGINEERED & REGISTERED. I, LEE DAVIS, DO NOT GUARANTEE THAT THE LOCATIONS SHOWN ARE EXACT AND IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXACT LOCATIONS OF ALL UTILITIES UTILIZED TO VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION, AND TO CORRECTLY THE RELOCATION OF ALL THE UTILITIES FROM CONTRACTOR WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE DRAWINGS.

CERTIFICATE OF AUTHORIZATION NUMBER: LSF 001093

SHEET NO. 6 of 6	DRAWING BY: AC DRAWING DATE: 10/3/2024 FIELD CREW: CCLCR FIELD DATE: 10/20-9/24 FILE: 21-213 802.dwg
PROJECT NO. 21-213	

SANITARY SEWER PROFILES FOR:

VILLAS AT GOLD CREEK
LAND LOTS 170 & 171
4th DISTRICT, 1st SECTION
CITY OF DAWSONVILLE, DAWSON COUNTY, GEORGIA

PREPARED BY
DES
DAVIS ENGINEERING & SURVEYING
24 DAWSON VILLAGE
WAY SOUTH
DAWSONVILLE, GA 30534
PHONE: (706) 265-1234
EDAVIS@DESINC.COM



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7b

SUBJECT: APPROVE 2025 FARMERS MARKET USE AGREEMENT

CITY COUNCIL MEETING DATE: 03/03/2025

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 FARMER'S MARKET USE AGREEMENT BETWEEN THE CITY AND THE DAWSON COUNTY CHAMBER OF COMMERCE FOR THE USE OF THE FARMER'S MARKET BY THE AMICALOLA REGIONAL FARMERS MARKET (ARFM) DURING THE 2025 SEASON

HISTORY/ FACTS / ISSUES:

- **2025 WILL BE THE SIXTH SEASON OF THE FARMER'S MARKET**
 - **OPENING DAY WILL BE SATURDAY APRIL 26, 2025**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

STAFF RECOMMENDS APPROVAL OF THE AGREEMENT

REQUESTED BY: Bob Bolz, City Manager

FARMERS MARKET USE AGREEMENT

This Farmers Market Use Agreement (hereinafter referred to as the “Agreement”) is entered into and effective this _____ **day of** _____, **2025**, by and between the **CITY OF DAWSONVILLE** (hereinafter referred to as “CITY”), a Georgia municipal corporation, and the **DAWSON COUNTY CHAMBER OF COMMERCE, INC.**, a Georgia non-profit corporation, by and through its authorized committee the **AMICALOLA REGIONAL FARMERS MARKET**, (hereinafter referred to as “CHAMBER”) for the use of the CITY’s Farmers Market Pavilion located on Allen Street (hereinafter referred to as “the Pavilion”).

WITNESSETH:

WHEREAS, the parties hereto previously entered into a Farmers Market Use Agreement which has been renewed multiple times; and

WHEREAS, as the use of the Pavilion for a Farmer’s Market has continued, the relationship between the parties for this purpose has evolved, and the parties have determined that this Agreement serves the best interest of all parties at this time.

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

1. **Term of this Agreement.** This Agreement shall become effective on execution by the parties and shall continue in full force and effect until terminated. The CHAMBER shall have use of the Pavilion as set forth hereinafter on “Scheduled Days” (as hereinafter

defined) from April 26, 2025 until October 18, 2025. This Agreement shall terminate after October 18, 2025, unless renewed by the parties in writing.

2. Consideration. In consideration of the right to use the Pavilion to hold farmers markets on Scheduled Days, CHAMBER agrees to pay fifteen dollars (\$15) per month to the CITY beginning April 26, 2025, and twenty dollars (\$20) beginning June 28, 2025 through the termination of this Agreement. For the months of April and October, any permitted dates which are not utilized will result in pro-rated consideration under this Agreement. "Scheduled Days" shall be as follows:

(a) Every Saturday beginning on April 26, 2025 through and including October 18, 2025, from 8:00 AM until 2:00 PM (the market will close at 1:00 PM with the last hour for any needed clean-up).

(b) Every Wednesday beginning on June 11, 2025, through and including October 15, 2025, from 3:00 PM to 5:00 PM (or until sold out).

(i) The foregoing notwithstanding, Chamber may elect in writing to delay the start of Wednesday Farmer's Markets (during the month of June) by delivering notice in writing to the City at least five (5) days prior to the scheduled Wednesday use in June.

(ii) The foregoing notwithstanding, upon ten (10) days advance notice the Chamber may elect to start Wednesday Farmer's Markets as early as June 4, 2025, upon proper notice.

4. Duties and Obligations of CITY. CITY shall provide use of the City's Pavilion to the CHAMBER on each Schedule Day during the Term. Each vendor will be allocated

approximately an 8' wide by 20' long space under the Pavilion. CITY hereby agrees to not allow any other farmers markets or individual vendors to sell products at the Pavilion or City Hall Complex on Scheduled Days when the CHAMBER's Farmer's Market is open.

5. Duties and Obligations of CHAMBER. CHAMBER shall hold a Farmers Market at the Pavilion each Scheduled Day during the Term. On scheduled Saturdays, the Farmers Market shall not open for sales before 8:00 a.m. and shall end sales no later than 1:00 PM. On scheduled Wednesdays the Farmers Market shall not open for sales before 3:00 p.m. and shall end sales no later than 5:00 PM. CHAMBER shall be responsible for the policing, monitoring, and regulating products sold at each Farmers Market, as well as policing, monitoring, and regulating any vendors that CHAMBER allows to sell products at any occurrence of its Farmers Market. CHAMBER shall keep the Pavilion in a clean, neat, litter-free, and orderly condition, and shall be responsible for cleaning up after each use of the Pavilion. CHAMBER shall pick up any trash or debris left from the use of the Pavilion or sale of products, as well as return the Pavilion to the CITY in the condition it was found prior to use. CHAMBER shall not dispose, or allow any vendor to dispose of, any unsold merchandise on site or in on-site trash receptacles. At no time shall CHAMBER allow more than thirty (30) vendors to sell its products or merchandise at any occurrence of the Farmers Market.

6. Rights of City. CITY shall have the right to require CHAMBER to cease operations early on a Saturday due to conflicts in scheduling the use of the Pavilion. Other than for unanticipated or emergency conflicts, CITY agrees to notify CHAMBER three (3) weeks prior to the date that operations will need to be ceased early.

7. Insurance and Indemnification. CHAMBER shall add the CITY as an additional insured to its existing liability insurance policy for all use of the Pavilion and agrees to indemnify, defend, and hold CITY, and its respective officers, directors, agents, and employees (together, the “Indemnified Parties”), harmless from any and all claims, suits, demands, debts, undertakings or proceedings of any kind or nature, whether meritorious or frivolous, in any way arising out of the CHAMBER’s use, or any of CHAMBER’s vendors uses, of the Pavilion, including liability caused in whole or in part by the Indemnified Parties. CHAMBER shall, at its own expense, appear, defend, and pay all attorneys’ fees and all costs, and other expenses arising therefrom or incurred in connection therewith; and, if any judgment shall be rendered against the Indemnified Parties in any such action, CHAMBER shall, at its own expense, satisfy and discharge the same.

8. Binding Effect and Severability. The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns. If any provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such provision shall not be affected thereby.

9. Headings. The Section headings are for convenience and reference only and shall not be used to limit or otherwise affect the meaning of any provision of this Agreement.

10. Counterparts. This Agreement may be simultaneously executed in two or more counterparts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one and the same instrument.

11. Governing law, Venue and Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia. Both parties hereby consent to jurisdiction and venue in Dawson County, Georgia in any action brought to enforce any provision of this Agreement.

12. Construction. All terms used in this Agreement, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine, or neuter, as the context or sense of this Agreement or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

13. Modification. No changes, additions, or interlineations made to this Agreement shall be binding unless initialed by both parties.

14. Non-waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

15. Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

[execution on following page]

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date(s) set forth below with an effective date of the last to sign.

CITY OF DAWSONVILLE

DAWSON COUNTY CHAMBER OF COMMERCE, INC.

By: John Walden, Mayor

By: Mandy Power, CEO

Date: _____

Date: _____

Attest:

Beverly A. Banister, City Clerk

Secretary

DRAFT



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8

SUBJECT: ATLANTA MOTORSPORTS PARK: SPECIAL EVENT REQUEST
TO EXCEED SOUND LIMITS

CITY COUNCIL MEETING DATE: 03/03/2025

PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL OF SPECIAL EVENT PERMIT FOR A TRACK DAY ON FRIDAY,
MAY 30TH THROUGH SUNDAY, JUNE 1ST, 2025 TO ALLOW SOUND LIMITS TO BE EXCEED
SEE ATTACHED ZSP C2300063 STIPULATION #17 FOR SOUND LIMITS**

HISTORY/ FACTS / ISSUES:

- **ZSP C2300063 STIPULATIONS #19 REQUIRES CITY COUNCIL APPROVAL TO CONDUCT A RACING EVENT WITH DIFFERENT PERFORMANCE STANDARDS ON A CASE-BY-CASE BASIS. (SEE ATTACHED)**
 - **ONE (1) 3-DAY SPECIAL EVENT WEEKEND APPROVED ON MAY 23, 2024.**
 - **ONE (1) SINGLE DAY SPECIAL EVENT APPROVED BY CC ON FEBRUARY 3, 2025**
 - **APPLICANT EXPECTS 130 CARS TO COMPETE IN SEVERAL RACING CLASSES.**
 - **APPLICANT HAS BEEN REQUESTED TO ATTEND THE MEETING TO ANSWER QUESTIONS.**
-

Staff Recommends:

- **Sound limits to be a maximum of 70dBA LEQ (16) with trackside readings below 105 dB at fifty feet on Friday, May 30th, 2025, and May 31st, 2025, between the hours of 8:00 am to 5:00 pm respectively and June 1st, 2025, between the hours of 8:00 am to 11:00 am and 12:00 pm to 5:00 pm.**
 - **No Track activity permitted on June 1st, 2025, between the hours of 11:00 am to 12:00 pm.**
 - **Ensure all sounds meters are working.**
 - **Applicant to notify adjoining neighbors of special event.**
-

REQUESTED BY: Stacy Harris, Planning and Zoning Department



To Whom It Concern,

On behalf of our client, Atlanta Region Sports Car Club of America (ARSCCA), AMP is applying for a temporary sound variance from May 30th to June 1st for a 3-day race weekend at AMP.

We are expecting 130 cars to compete in several racing classes.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Britney Nash', is written over the typed name.

Britney Nash

Director of Events and Sales



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: AMP Track Day PARADE RALLY OTHER Track Day
2. Location of Event: Atlanta Motorsports Park PUBLIC DEMONSTRATION
3. Date(s) of Event: May 30th - June 1st PUBLIC ASSEMBLY
- Time of Event: Start: 8:00 a.m./p.m. End: 5:00 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>Britney Nash</u>	Title: <u>Director of Events + Sales</u>
Organization: <u>Atlanta Motorsports Park</u>	Telephone #: <u>770-519-2322</u>
Email Address: <u>britney@atlantamotorsports</u>	Cell Phone #: _____
Address: <u>20 Duck Thurmond Rd.</u>	City: <u>Dawsonville</u> State: <u>GA</u> Zip Code: <u>30534</u>

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

6. Expected number of participants: 200/day
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 event outline please include setup, teardown and clean up.

Racing and Time trials on the 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? 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 cost 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 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 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.

Sworn to and subscribed before me
this 30 day of January 2025

K. Dawn Phillips
Notary Public, State of Georgia

My Commission Expires: 10-20-25

Britney Dash
Applicant's Printed Name

Britney Dash
Applicant's Signature

K Dawn Phillips
NOTARY PUBLIC
Dawson County, GEORGIA.

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 30 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 Wash
Applicant's Printed Name

Britney Wash
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 30 day of January 2025

K. Dawn Phillips
Notary Public, State of Georgia

My Commission Expires 10-20-25

Britney Wash
Applicant's Printed Name

Britney Wash
Applicant's Signature

K Dawn Phillips
NOTARY PUBLIC
Dawson County, GEORGIA



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: _____ Date(s) of Event: _____

Any anticipated problems with proposed route? _____

Any anticipated problems with the designated location for participants to assemble? _____

How many personnel will be required for this event? _____

Estimated cost for personnel: _____

Number and type of vehicles required: _____

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

Estimated cost for equipment: _____

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: _____ Date(s) of Event: _____

Any anticipated problems with proposed route? _____

Any anticipated problems with the designated location for participants to assemble? _____

How many officers will be required for this event? _____

Estimated cost for officers: _____

Number of vehicles required: _____

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

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: _____ Date(s) of Event: _____

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
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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: _____ Date(s) of Event: _____

DAWSONVILLE HISTORY MUSEUM (GRHOF):

Additional comments/concerns/recommendations: _____

APPROVED: YES NO

By: _____ Date: _____

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: AmP Track Day Date(s) of Event: 5/30-6/1

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	2/10/25	Greg Rowan	✓	2/11/25
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
- _____ Insurance Certificate Received
- _____ City Council Meeting Date Scheduled
- _____ Applicant notified to pick up permit
- _____ Event Entered on Calendar (COZI and City Shared)
- _____ Route / Map Received
- _____ Applicant notified to attend CC meeting
- _____ OK to Close Permit - Approved by _____



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: AMP Truck Day Date(s) of Event: 5-30/6-1

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? 0

Estimated cost for officers: _____

Number of vehicles required: 0

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

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: [Signature] Date: 2-11-2025

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

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 6th and 7th.
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 2nd Floor
Monday, October 2, 2023
5:00 P.M.

- 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 6th day of November 2023

By: CITY OF DAWSONVILLE

absent

Mike Eason, Mayor

Caleb Phillips

Caleb Phillips, Councilmember Post 1

William Illg

William Illg, Councilmember Post 2

John Walden

John Walden, Councilmember Post 3

Mark French

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 # 9

SUBJECT: ORDINANCE NO. 01-2025

CITY COUNCIL MEETING DATE: 03/03/2025

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

FIRST READING OF ORDINANCE NO. 01-2025

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF DAWSONVILLE, GEORGIA, TO ADDRESS CERTAIN PERMITTED USES IN DISTRICTS OF THE CITY, AND TO ADDRESS DEFINITIONS.

FIRST READING: MARCH 3, 2025

PUBLIC HEARING, SECOND READING AND CONSIDERATION TO ADOPT: MARCH 17, 2025.

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Kevin Tallant, City Attorney

Subject Matter: Zoning – Permitted Uses in TB
Date of First Reading: March 3, 2025
Date of Second Reading & Public Hearing: March 17, 2025
Date of Adoption: _____
Effective Date: _____

ORDINANCE NO. 01-2025

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF DAWSONVILLE, GEORGIA, TO ADDRESS CERTAIN PERMITTED USES IN DISTRICTS OF THE CITY, AND TO ADDRESS DEFINITIONS

WHEREAS the Constitution of the State of Georgia provides in Article IX, Section II, Paragraph IV thereof, that the governing body may adopt plans and exercise the power of zoning; and

WHEREAS, the Georgia General Assembly has enacted the Georgia Planning Act of 1989, (Georgia Laws, 1989 pp. 1317-1391, Act 634) which among other things provides for local governments to adopt plans and regulations to implement plans for coordinated and comprehensive planning; and

WHEREAS, The City finds that the regulations contained in this Ordinance are necessary for the purposes of implementing its comprehensive plan adopted pursuant to the requirements of the Georgia Planning Act of 1989; and

WHEREAS, this Ordinance has been prepared and considered in accordance with the Zoning Procedures Act, O.C.G.A. § 36-66-1 et. seq., and

WHEREAS, this Ordinance is necessary for the purposes of promoting the health, safety, morals, convenience, order, prosperity and the general welfare of the City of Dawsonville; and encouraging the most appropriate use and development of land and buildings throughout the City of Dawsonville in accordance with its duly adopted comprehensive plan;

NOW THEREFORE, the governing body of the City of Dawsonville, Georgia, does hereby ordain, enact and thereby incorporate into the City Code of Dawsonville, Georgia, this ordinance and all of its sections as set forth below:

SECTION I. Permitted Uses

Section 2502 Permitted Uses in the TB Town Business (Historical District) is hereby amended as follows:

11. “Convenience food and retail stores with or without gasoline sales” is deleted in its entirety, and shall be replaced with the following, which shall be a new Section 2502.11:

11. Reserved

SECTION II: Definitions

Sections 301 Definitions: is amended by including the following definition which shall be placed in the Code of the City of Dawsonville as indicated alphabetically within Section 301:

Square Feet: When used in reference to a structure intended for residential occupation, the term square feet shall refer to finished square feet which is heated

or air conditioned. This definition shall apply to all such references contained in this ordinance, or represented as measurements on site plans, elevations, preliminary plats, subdivision plans, final plats, or any other submission to the City of Dawsonville, unless a contrary definition is plainly and explicitly indicated in a conspicuous fashion.

SECTION III: Incorporation and Repealer

Except as modified herein, the remainder of the ordinance regulating zoning is affirmed and incorporated herein. All laws and parts of laws in conflict with this enactment are hereby repealed.

SECTION IV: Effective Date

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

SO ADOPTED AND ORDAINED by the City Council of Dawsonville, Georgia, this ____ day of _____, 2025.

MAYOR AND DAWSONVILLE CITY COUNCIL

By: _____
John Walden, Mayor

Caleb Phillips, Councilmember Post 1

William Illg, Councilmember Post 2

Sandy Sawyer, Councilmember Post 3

Mark French, Councilmember Post 4

ATTESTED TO BY:

Beverly A. Banister, City Clerk



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 10

SUBJECT: CONTRACT WITH GA TECH ENTERPRISE INNOVATION INSTITUTE GLOBAL

CITY COUNCIL MEETING DATE: 3/3/2025

BUDGET INFORMATION: GL ACCOUNT # N/A

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

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

PURPOSE FOR REQUEST:

TO APPROVE A CONTRACT WITH GA TECH ENTERPRISE INNOVATION INSTITUTE GLOBAL TO WORK WITH THE CITY TO PROVIDE A POTENTIAL PROJECT FEASIBILITY STUDY.

HISTORY/ FACTS / ISSUES:

THE DAWSONVILLE COMPREHENSIVE PLAN AND DOWNTOWN COMPREHENSIVE STRATEGIC PLAN BOTH IDENTIFY EXPLORATION OF A POTENTIAL CANNERY, SHARED KITCHEN, AND AGRICULTURAL BUSINESS INCUBATION PROJECT IN ORDER TO MEET COMMUNITY NEEDS, SUPPORT LOCAL FARMERS, AND PROVIDE BUSINESS DEVELOPMENT OPPORTUNITIES. THIS BUSINESS ECOSYSTEM ASSESSMENT WOULD PROVIDE DATA AND ANALYSIS FOR AN UNDERSTANDING OF PROJECT FEASIBILITY. FUNDS FOR THE STUDY TOTALING \$27,000 HAVE BEEN PROVIDED BY THE SOUTHERN COMPANY AND THE DEPARTMENT OF COMMERCE.

OPTIONS:

APPROVE AND SIGN THE CONTRACT OR REQUEST FURTHER INFORMATION.

RECOMMENDED SAMPLE MOTION:

A MOTION TO APPROVE AND SIGN THE CONTRACT.

REQUESTED BY: Amanda Edmondson, Director of Downtown Development



Georgia Tech Enterprise Innovation Institute
EI² Global

Proposal to:
City of Dawsonville
Director of Downtown Development, Tourism & Historic Preservation.

Proposal for:
Ecosystem Assessment and Recommendations
for Unique Multi-Use Space

Proposed by:
Enterprise Innovation Institute Global
(EI² Global)

Georgia Institute of Technology
Enterprise Innovation Institute
75 Fifth St N.W., Suite 300, Atlanta, GA 30308

January 2025

Introduction

The Enterprise Innovation Institute at Georgia Tech (EI²) offers services related to economic development and innovation ecosystem development. We propose to help your community identify a robust business model for the proposed Cannery. Our ecosystem assessment helps prepare the community, the development team, and stakeholders to create a robust entrepreneurial ecosystem.

The Ecosystem Needs Assessment helps communities to identify the entrepreneurs' current needs and find gaps and areas of improvement to support small businesses and strategically enhance the community's ecosystem. We engage community leaders, entrepreneurs, and local stakeholders, and create an assessment of demand, service needs, supporting infrastructure, and outline steps for moving forward to develop the local entrepreneurial ecosystem.

Below is Georgia Tech's proposed scope of work for the planning project, along with biographical information for each member of the project team, a timeline, and a budget.

Scope of Work

This proposal is for an Ecosystem Needs Assessment for the City of Dawsonville, focused on a unique multi-use space in downtown Dawsonville. The space has potential as a public-use cannery, a shared or commercial kitchen, a shared prep kitchen, a classroom space, a tourist attraction, and a retail space for local entrepreneurs. Classroom space could be allocated for an agribusiness accelerator, and a teaching kitchen. Dawsonville's leadership is interested in addressing food security and accessibility concerns for the local community, as well as providing access to entrepreneurial pathways. The goal is to discover what the community needs and then to suggest business models that lead to a profitable and sustainable use of the space.

The project's goals will be achieved through a comprehensive process of data collection, economic analysis, and community engagement. Goals and objectives of the project include:

- Identifying key community stakeholders and the community's innovation champions.
- Learning the demand for entrepreneurial support services for existing business owners and community participants, with a particular focus on underserved entrepreneurs (remote, female and/or minority, and/or veterans).
- Preparing an Asset Inventory for the community.
- Presenting possible Business Models for the multi-use space.
- Determining whether a need exists for the proposed infrastructure and associated services, an incubation program, or entrepreneur support services.

The EI² team recommends appointing a primary point of contact for an efficient exchange of information, scheduling of meetings, coordination of interviews, and other logistical support.

Work Plan

The Innovation Ecosystem Needs Assessment will be completed in approximately twelve weeks, as outlined below. Tasks to be conducted are explained in detail.

TASK 1. PROJECT KICK-OFF

The EF² team will meet with representatives of the City of Dawsonville for a project kick-off meeting. The purpose will be to align expectations and goals of the project and solidify the plan of work.

TASK 2. STAKEHOLDER IDENTIFICATION

Working with the City of Dawsonville, the EF² team will build a list of key community stakeholders, from local and regional leaders and entrepreneurs to business owners and elected officials where appropriate.

TASK 3. ENTREPRENEUR INTERVIEWS

Integral to this process will be the surveying and the interviews the EF² team conducts with local entrepreneurs. The team will ask specific questions about the primary needs of these individuals and the business challenges and opportunities that exist for them in the community to determine whether entrepreneurial needs can be met by existing resources, or a new offering would benefit the local community. The EF² team will collaborate with the City of Dawsonville to develop a targeted list of community members and entrepreneurs to interview. These interviews will be conducted virtually, via phone, or by email.

TASK 4. STAKEHOLDER INTERVIEWS

The EF² team will interview and survey community stakeholders to learn their perspectives on the goals and purpose of an entrepreneurial development program, as well as gauge level of support for it. These participants are expected to include, but not limited to, stakeholders of the following local partners:

- Local chamber of commerce members
- Professional associations
- Local economic development authorities and workforce development organizations
- Local educational institutions
- Regional planning entities
- Local, regional, and state representatives involved with agricultural education, innovation, legislation, or advancement
- Private sector business partners, business leaders, and business assistance organizations as appropriate

Interviews with some stakeholders will be conducted virtually or via phone. Other stakeholders will be invited to provide their input via an online survey. The City of Dawsonville may be asked to help in scheduling some of these interviews to ensure the work schedule is maintained. A facilitated roundtable may be scheduled to gather additional information from community members and stakeholders.

TASK 5. ECONOMIC ANALYSIS

To build upon the qualitative information gathered during the interviews, the EF² team will also conduct a basic economic analysis focused on the Dawsonville area. The analysis will include a

basic data review to discern which area industries appear to have the most strength for entrepreneurial development, an assessment of the community's human capital, and trends in business activity. This analysis will include a review of recent patterns of growth or decline using available metrics.

TASK 6. ASSET INVENTORY

The EP team will also conduct a general review of resources and services supporting entrepreneurs to build or update an Asset Inventory for the City of Dawsonville or more broadly if relevant. These assets include programs at nearby high schools, colleges, universities, and technical schools; networks, associations, professional bodies or other groups supporting entrepreneurs and their needs; financial assets; and other assets which may contribute to successful entrepreneurial development. The purpose of this activity is to identify the strength level of the community assets as well as gaps in support that may need to be addressed.

TASK 7. ANALYSIS OF PRIMARY AND SECONDARY DATA

EP will evaluate the results of the interviews, surveys, and economic analysis to inform the analysis of demand for infrastructure or services to support entrepreneurs as well as the current ability of the community to support such a program. Results of the stakeholder interviews will reveal the level of community support and ensure the program will align with the community's economic development goals. Results of the entrepreneur interviews and online survey will highlight gaps in local services and resources for entrepreneurs, current challenges to doing business in Dawsonville, and demand for resources, including space and services. The surveys, interviews, and EP's research will reveal if local entrepreneurs' needs are being met by other local incubators or entrepreneurial development programs.

The overarching method of analysis focuses on these core areas:

- Entrepreneurship & Innovation
- Community Support & Leadership
- Resources & Capabilities

Each of these areas makes up an integral piece of innovation ecosystem program and strategy development. Analyzing all the data collected from primary and secondary sources, the EP team will extract strengths and weaknesses that fall within each of these core consideration areas. The overall assessment of those found strengths and weaknesses will be itemized in the report. And finally, a Recommendation Plan will be developed that will guide the development of a sustainable entrepreneurial development program.

TASK 8. FINAL REPORT

The results of the study and final recommendations will be compiled into a report, and the EP team will meet with the City of Dawsonville to examine the results and discuss feedback from the study. The EP team will incorporate any salient feedback into a final report that it will present and submit to the City of Dawsonville for distribution at its discretion.

About Georgia Tech

The Enterprise Innovation Institute (E²) is the Georgia Institute of Technology's economic development and business outreach organization. It is Tech's primary vehicle for economic impact at all levels: locally, regionally, and globally.

E² is the largest and most comprehensive university-based program of business and industry assistance, technology commercialization, and economic development in the United States. E² is unique because it brings many areas of expertise into a single organization and can connect its clients to multiple programs or services to meet their individual needs.

Reporting to the Executive Vice-President for Research and Innovation at Georgia Tech, E² serves startups, industry, the public sector, and students to improve competitiveness, turn ideas into viable businesses, and make a positive impact on the economy. In addition, E² provides connections to Georgia Tech's vast resources, including world-class research, state-of-the-art facilities, internationally recognized experts, and upper-echelon students.

Project Team

Brandy Nagel and Juli Golemi will serve as co-project directors for the E² project team. Following, in alphabetical order, are brief biographies for each principal E² team member. Other team members may be used in addition to the ones listed, based on the need for their expertise.

Juli Golemi, Director of E² Global

Juli is the Director of E² Global, a department of the Enterprise Innovation Institute (E²), the economic development and technology extension arm of Georgia Tech. Her background includes nineteen years of experience in the field of economic development in the private sector and higher education. During her tenure at E², Juli has led programs that provide support to communities and other universities with their innovation-led economic development initiatives focusing primarily on the assessment of communities' innovation ecosystem and entrepreneurship programming needs. These initiatives foster collaborations among informal ecosystem players to drive strategic planning, startup ecosystem formation, and business expansion.

Brandy Nagel, Project Manager

Brandy Nagel is a program manager with Georgia Tech's Enterprise Innovation Institute (E²) Global team. In this role, she works with communities and organizations around the world to drive innovation-led economic development. Nagel received her Master of Business Administration from Mercer University's Stetson-Hatcher School of Business and a Bachelor of Science in Business from Brenau University.

Timeline & Budget

Timeline

It is expected that the project will begin on or around March 15, 2025, but the actual start date will be determined by official contract initiation. Project completion is expected by June 30, 2025. It is important to note that this timeline is dependent on prompt responses to requests for information. Any delays in responding to information requests may lead to delays in the timeline.

Budget

The total estimated cost (personal services, fringe benefits, overhead, materials & supplies, and travel) to complete the work outlined in this proposal is \$27,000. The City of Dawsonville will cover \$12,000. The Georgia Tech EDA University Center, funded by the Department of Commerce, will cover \$15,000.

This quote is valid for 60 days from the date issued.

Contact Information

[Redacted contact information]

771-234-1234

City of Dawsonville

1234 Main Street

Dawsonville, GA 30295

www.dawsonvillega.com



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 11

SUBJECT: UPDATE TO PERSONNEL POLICY: INCLEMENT WEATHER POLICY

CITY COUNCIL MEETING DATE: 03/03/2025

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 UPDATE THE PERSONNEL POLICY TO INCLUDE AN
INCLEMENT WEATHER POLICY**

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

APPROVE AS PRESENTED

REQUESTED BY: Bob Bolz, City Manager

3.4 to be revised to 3.4.1 – Emergency Callout

Add 3.4.2 – Essential Personnel – Emergency Preparedness

For the purpose of preparedness and response to major weather events which occur in the Dawsonville area (severe storms, hurricanes, tornadoes, flooding, snow, ice, bitter cold), Essential Personnel shall include the City Manager, the Assistant City Manager, the Director of Public Works, the Utility Director and associated mission critical non-exempt field personnel. Occasionally some office personnel may be identified as Essential. Essential personnel, exempt and non-exempt employees, may be required to work after normal working hours, during hours when City Hall is closed, and for extended continuous periods. They may also be required to temporarily shelter overnight at City-owned properties, rather than traveling to/from their residence or working their typical shift. Accordingly, non-exempt employees required to work after normal hours due to City Emergencies, including hours when City Hall is closed, as determined by the City Manager, may be compensated for that time worked in excess of a 40-hour period at the normal overtime rate of one-and-a-half times their normal hourly rate, as required by federal, state, and local laws. At the discretion of the City Council, if work is deemed high hazard (that is, it poses a significant risk to life, health, and safety of the employee), the City may compensate identified hours work of exempt and non-exempt personnel at other rates higher than their normal rate of pay.

Add 3.4.3 – Inclement Weather

The following policies shall apply to all employees during inclement weather resulting in the closing of City Hall. In the event of hazardous weather, or other occurrence resulting in the closure of City Hall as approved by the City Manager, he/she will notify the Mayor and the City Council as soon as possible. In the event of City Hall closure outside of normal closed hours, all employees who are scheduled to work during the period for which the City is officially closed will be paid. All Employees shall be paid closure pay if their regular scheduled shift is affected and shall be paid for the hours normally worked in their scheduled shifts. Employees on approved PTO or scheduled Off during this time will not receive closure pay unless he/she were returning to work on the day the City has declared offices will be closed. If questionable weather exists, but the City is open for business, employees should make their own independent safety determinations concerning travel to work. If the employee elects not to attend work due to safety concerns when the City is open for business, the employee's absence will be charged against any accrued PTO. If no such accrued PTO exists, the employee will not be compensated.

Essential employees who are required to report to work during a City closure will receive closure pay and regular pay for the hours of work performed.



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 12

SUBJECT: INSTALLATION OF LIGHTS ON THE BASKETBALL COURT AT MAIN STREET
PARK

CITY COUNCIL MEETING DATE: 03/03/2025

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 OF QUOTE PROVIDED BY SIGNATURE TENNIS COURTS IN THE
AMOUNT OF \$29,750.00 TO INSTALL LIGHTING AROUND THE BASKETBALL COURT.**

FUNDING SOURCE WILL BE IMPACT FEES

HISTORY/ FACTS / ISSUES:

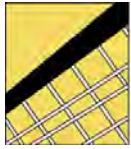
- **MAYOR & COUNCIL REQUESTED LIGHTING AROUND THE BASKETBALL COURT**
 - **QUOTE PROVIDED BY THE VENDOR WHO INSTALLED THE LIGHTING AROUND THE PICKLEBALL COURTS WITH THE GOAL OF WANTING TO MAINTAIN THE OVERALL LOOK OF THE LIGHTS IN THAT AREA OF THE PARK, THEREFORE NO OTHER QUOTES WERE REQUESTED**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

RECOMMEND APPROVAL

REQUESTED BY: Trampas Hansard, Public Works Director



SIGNATURE TENNIS COURTS

PHONE: 404-642-5002

FAX: 770-516-0916

MIKE@SIGNATURETENNIS.COM



Mike Imbornone (Owner)

February 17, 2025

TO: CITY OF DAWSONVILLE/ MAIN STREET PARK

304 MAIN STREET DAWSONVILLE, GA 30534

ATTN: TRAMPAS HANSARD EMAIL: TRAMPAS.HANSARD@DAWSONVILLE-GA.GOV

PHONE: 706-531-6453

INSTALL COURT ACE SERIES HIGH LUMEN LARGE LED TENNIS COURT LIGHTS ON 50' X 80' BASKETBALL COURT

1. INSTALL 6 / 23' MOUNTING HEIGHT TECHLIGHT BLACK POWDER COATED LIGHT POLES IN CEMENT FOOTINGS
NOTE: LIGHT POLES WILL BE SET IN A MINIMUM OF 1200 LBS OF CONCRETE PER POLE
2. INSTALL 6 COURT ACE SERIES LED LIGHT FIXTURES
3. SYSTEM INCLUDES ONE ON/OFF SWITCH, ONE OUTLET AND ONE OVERRIDING TIME CLOCK
4. ALL WIRING TO BE DONE BY A CERTIFIED ELECTRICIAN
5. TRENCH LINES WILL BE COVERED AND SMOOTHED BUT AREAS WILL NOT BE RE-LANDSCAPED

TOTAL: \$29,750

80,000 DELIVERED LUMENS

THESE ARE VERY HIGH OUTPUT LED FIXTURES

NOTE: A 5 YEAR WARRANTY ON PARTS AND LABOR IS INCLUDED

NOTE: PRICE ASSUMES THERE IS SUFFICIENT POWER AND BREAKER SPACE AT EXISTING ELECTRICAL SERVICE WITHIN 50' OF COURTS

NOTE: THIS QUOTE IS GOOD FOR 30 DAYS. AFTER 30 DAYS THE PROJECT WILL NEED TO BE REPRICED DUE TO MATERIAL PRICING BEING UNSTABLE.

ACCEPTANCE SIGNATURE

DATE

COURT ACE SERIES - LARGE

High Lumen Large LED Tennis Court Light



CENTER COURT
LIGHTING

SPECIFICATIONS

APPLICATION

The Court Ace (CTA) Series of high output LED luminaires are designed for new outdoor sports lighting applications and to be a replacement for HID sports area lights. They are optimal for lighting applications where long life, low maintenance, and consistent color rendering is required.

CONSTRUCTION

A compact, one-piece die cast housing. Saving costs versus models that are extruded or cast and require additional parts. The heat sink is included in the actual casting, further minimizing the need for additional parts. Standard Arm Mount features an integral arm, increasing strength and simplifying installation. Each fixture can accommodate an optional twist-lock photocell which allows for further energy savings and an optional PIR motion sensor allows for security. The high lumen output allows the fixture to be used for general area or tennis lighting applications.

CTA-L optics are Full Cutoff design.

The new CTA-L LED Tennis Court Light delivers maximum value by providing significant energy savings, long life and outstanding photometric performance at an affordable price. The CTA-L delivers 45,000 to 80,000 lumens.

OPTICAL SYSTEM

Made with a state of the art UV stabilized acrylic high performance refractive optical assemblies that use high transmissivity materials to achieve precise photometric distributions.

ELECTRICAL SYSTEM

Available in up to a 80,000 nominal lumens in most optical distributions with either 4000K Neutral White or 5000K Cool White color temperatures. Universal input voltage 120-277Vac, 50/60Hz; 347/480Vac. Operating temperature range -40°C to 40° C.

MOUNTING

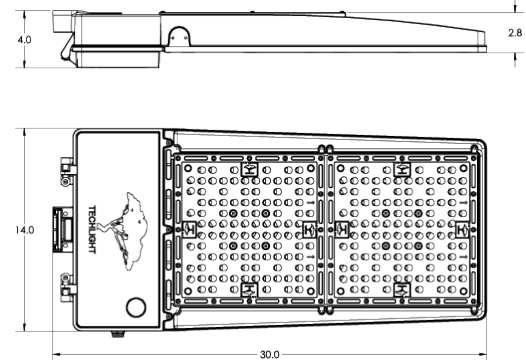
Available with several or multiple unique mountings, specifically designed to provide one-for-one, and in some cases two-for-one, solutions for replacing existing metal halide or high pressure sodium lighting. Features an integral universal mounting mechanism that allows the luminaire to be easily mounted on most existing drill hole patterns. This provides significant labor savings. An easy-access door on the bottom of mounting arm allows for wiring without opening the electrical compartment. A mast arm adaptor, adjustable integral slip fitter and other mounting configurations are available.

FINISH

Heavy-duty housing is constructed of cast aluminum is epoxy e-coated with corrosion resistant polyester powder coat finish. Standard colors available: Black, Bronze, US Green, White. Custom colors available upon request.



DIMENSIONS



EXAMPLE: CTA-L-C-80L-T4T-1-GR-BTEC

ORDERING INFORMATION

CTA-L	C	80L	T4T	1	GR	BTEC
SERIES	COLOR TEMP	NOMINAL LUMENS	OPTICS	VOLTAGE	FINISH	OPTIONS
	C = Cool White (5000K) N = Neutral White (4000K)	45L = 45,000 Lumens 50L = 50,000 Lumens 55L = 55,000 Lumens 60L = 60,000 Lumens 65L = 65,000 Lumens 70L = 70,000 Lumens 75L = 75,000 Lumens 80L ¹ = 80,000 Lumens	T3 = Type III T4 ⁴ = Type IV T4T ⁴ = Type IV Tennis T5M = Type V Medium T5W = Type V Wide	1 = Multi-Volt ² 2 = 347~480v (HV)	BK = Black BZ = Bronze GR = US Green WH = White SP = Special ³	BTEC ⁴ = Integrated Bluetooth Control Module Casambi Ready Mesh Network IMS = Fixture Mount Passive Infrared Motion Sensor (IMS Lenses Below, Ordered Separately) TLWSFSP-L3 = 360° lens, maximum coverage 40' diameter from 20' height (IMS) TLWSFSP-L7 = 360° lens, maximum coverage 100' diameter from 40' height (IMS) PCR7 = 7-Pin Twist-Lock Photocell receptacle ANSIC136.41 with Shorting Cap

ACCESSORIES (Order Separately)

TLWSFSIR-100	Remote Handheld Sensor Configuration Tool for IMS
PC2	347-480V Twist-Lock Photocell
PC7	Multi-Tap (105-285V) Twist Lock Photocell
CTA SM	Slide Mount Adaptor
CER100 ⁵	Wireless Repeater

ARMS (Order Separately)

CCS 7° TILT ARMS

	Single Straight Arm with 7° Up Tilt CCSVSA7-190 EPA: 1.8 29 lbs.
	Double Straight Arm at 180° with 7° Up Tilt CCSVSA7-2180 EPA: 3.4 49 lbs.
	Double Straight Arm at 70° with 7° Up Tilt CCSVSA7-270 EPA: 2.8 49 lbs.
	Quad Straight Arm at 70° with 7° Up Tilt CCSVSA7-470
	Quad Straight Arm at 90° with 7° Up Tilt CCSVSA7-490 EPA: 3.75 89 lbs.

DAVIT ARMS

	Single Davit Arm DV190 EPA: 0.9 51 lbs.
	Double Davit Arm at 180° DV2180 EPA: 1.4 83 lbs.
	Double Davit Arm at 70° DV270 EPA: 1.1 83 lbs.
	Quad Davit Arm at 70° DV470
	Quad Davit Arm at 90° DV490 EPA: 1.6 145 lbs.

NOTES

- 1 = 80L only available in certain optics and wattages. See LUMINAIRE CHARACTERISTICS chart for details.
- 2 = Multi-Volt is an auto ranging power supply from 100V to 300V input.
- 3 = Custom RAL color matching is available. Contact your sales representative for additional info.
- 4 = Control Modules are installed and luminaires are commissioned at the factory. Lighting control system via the Casambi app for Apple iOS and Android devices provides diverse functionality for a control hierarchy capable of managing multiple schedules and scenes and incorporating a variety of energy saving accessories. *STGA7L (Wi-Fi ready tablet/Gateway Samsung Tab A7 Lite) is required as a gateway and can be purchased from a local retailer or online.
- 5 = For extended range greater than 150ft between BT Mesh Network connections.
- 6 = [55L-80L in T4, T4T] come standard with the CTA-SM + HDW Kit and C35 extended 35' long cord.

*STGA7L = Enables remote access using the Gateway and Sites functionality in the Casambi App. Automatically restores network control settings and provides automatic time back up for the mesh network. This is required as a gateway and can be purchased from a local retailer or online.

Slide Mount Adaptor (CTA SM) must be used in conjunction with any of the arms above to properly mount CTA fixture.

COURT ACE SERIES - LARGE






High Lumen Large LED Tennis Court Light

LUMINAIRE CHARACTERISTICS

Nominal Lumens	Delivered Lumens and Wattage/Optic Type														
	TYPE III			TYPE IV			TYPE 4T			TYPE 5M			TYPE 5W		
	Lumens	Wattage	Lm/W	Lumens	Wattage	Lm/W	Lumens	Wattage	Lm/W	Lumens	Wattage	Lm/W	Lumens	Wattage	Lm/W
45L	45,166	276W	164	45,484	276W	165	44,744	259W	173	44,892	276W	163	45,285	254W	178
50L	50,026	311W	161	50,378	311W	162	49,878	293W	170	49,723	311W	160	49,718	282W	176
55L	54,807	345W	159	55,192	345W	160	54,928	328W	167	55,259	351W	157	54,958	316W	174
60L	60,285	387W	156	59,927	381W	157	59,895	363W	165	59,919	387W	155	60,113	351W	171
65L	64,894	423W	153	65,350	423W	154	64,780	399W	162	65,256	429W	152	65,182	387W	168
70L	70,171	466W	151	69,912	460W	152	70,373	441W	160	69,746	466W	150	70,166	423W	166
75L	75,341	511W	147	75,133	504W	149	75,078	479W	157	74,884	511W	147	75,064	460W	163
80L	N/A			N/A			79,700	517W	154	N/A			79,877	498W	160

System Wattage	L70 @ 25°C	Amperage Draw					
		120V	208V	240V	277V	347V	480V
254W	>50K Hrs.	2.12	1.22	1.06	0.92	0.73	0.53
259W	>50K Hrs.	2.16	1.25	1.08	0.94	0.75	0.54
276W	>50K Hrs.	2.30	1.33	1.15	1.00	0.80	0.58
282W	>50K Hrs.	2.35	1.36	1.18	1.02	0.81	0.59
293W	>50K Hrs.	2.44	1.41	1.22	1.06	0.84	0.61
311W	>50K Hrs.	2.59	1.50	1.30	1.12	0.90	0.65
316W	>50K Hrs.	2.63	1.52	1.32	1.14	0.91	0.66
328W	>50K Hrs.	2.73	1.58	1.37	1.18	0.95	0.68
345W	>50K Hrs.	2.88	1.66	1.44	1.25	0.99	0.72
351W	>50K Hrs.	2.93	1.69	1.46	1.27	1.01	0.73
363W	>50K Hrs.	3.03	1.75	1.51	1.31	1.05	0.76
381W	>50K Hrs.	3.18	1.83	1.59	1.38	1.10	0.79
387W	>50K Hrs.	3.23	1.86	1.61	1.40	1.12	0.81
399W	>50K Hrs.	3.33	1.92	1.66	1.44	1.15	0.83
423W	>50K Hrs.	3.53	2.03	1.76	1.53	1.22	0.88
429W	>50K Hrs.	3.58	2.06	1.79	1.55	1.24	0.89
441W	>50K Hrs.	3.68	2.12	1.84	1.59	1.27	0.92
460W	>50K Hrs.	3.83	2.21	1.92	1.66	1.33	0.96
466W	>50K Hrs.	3.88	2.24	1.94	1.68	1.34	0.97
479W	>50K Hrs.	3.99	2.30	2.00	1.73	1.38	1.00
498W	>50K Hrs.	4.15	2.39	2.08	1.80	1.44	1.04
504W	>50K Hrs.	4.20	2.42	2.10	1.82	1.45	1.05
511W	>50K Hrs.	4.26	2.46	2.13	1.84	1.47	1.06
517W	>50K Hrs.	4.31	2.49	2.15	1.87	1.49	1.08

EPA's (Ft.²)

Fixture Configuration	CCS7 ARM ⁷	DAVIT ARM ⁷
 1 @ 90°	2.5	1.6
 2 @ 180°	4.8	2.8
 2 @ 70°	3.8	2.2
 3 @ 90°	5.5	3.4
 4 @ 90° or 4 @ 70°	6.0	3.9

⁷ = EPA's shown include both the fixture and the mounting apparatus.

COURT ACE SERIES

High Lumen Large LED Tennis Court Light

ACCESSORIES (Order Separately)



CTA SM
Slide Mount Adaptor
(Required to Mount to Arms)



BTEC⁴
Integrated Bluetooth
Control Module
Casambi Ready Mesh
Network



PCR7
7-Pin Twist-Lock Photocell
Receptacle ANSI C136.41 and
Receptacle Shorting Cap
(Factory Installed)



STGA7L
Wi-Fi Ready Tablet /
Gateway Samsung Tab
A7 Lite



PC7
Multi-Tap (105-285V) Twist-
Lock Photocell



CER100⁵
Wireless Repeater

PC2
480V Twist-Lock Photocell

FIXTURE MOUNT MOTION SENSOR (IMS)

APPLICATION — The sensor is ideal for areas such as parking facilities, gas stations, pedestrian pathways, and warehouses. A choice of four lenses ensures complete coverage for mounting heights up to 40'.

OPERATION — Typically, the sensor ramps lighting On to the selected High mode level when motion is detected and the ambient light level is below the hold off setpoint. After the sensor stops detecting movement and the time delay elapses, lights fade to the Low mode level. If there is no motion during the subsequent cut off time delay, the lights will turn Off. For dusk to dawn control, the integral photocell can switch the lights On and Off based on the ambient light level so that lighting remains on overnight even without motion detection.

FEATURES —

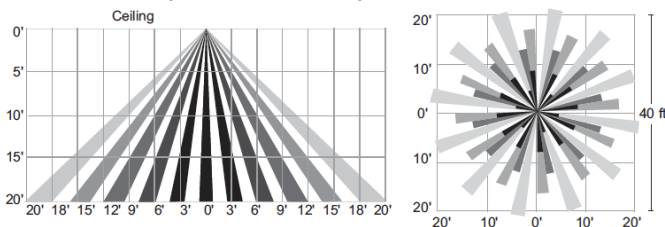
- Provides line voltage On/Off switching
- High and low modes fully adjustable from 0 to 10V
- Optional cut off delay
- Adjustable ramp up and fade down times
- Optional daylighting setpoints feature automatic calibration, or permit manual adjustment
- Polycarbonate construction; flame retardant, UV resistant, impact resistant, recyclable
- UL244A and UL508



MOTION SENSOR LENSES FIELD OF VIEW

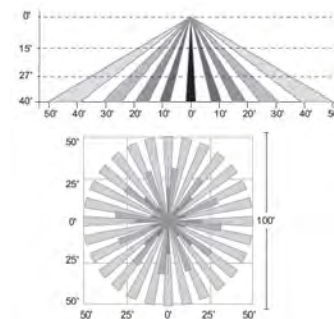
TLWSFSP-L3

360° lens, maximum coverage 40' diameter from 20' height



TLWSFSP-L7

360° lens, maximum coverage 100' diameter from 40' height





**DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 13**

SUBJECT: INSTALLATION OF FLOCK CAMERAS AT MAIN STREET PARK

CITY COUNCIL MEETING DATE: 03/03/2025

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO REQUEST APPROVAL FOR A QUOTE FROM FLOCK GROUP, INC. IN THE AMOUNT OF \$21,800.00 TO INSTALL TWO CAMERAS IN MAIN STREET PARK

FUNDING SOURCE IS FY 2025 GENERAL FUND BUDGET

HISTORY/ FACTS / ISSUES:

CAMERAS WILL BE MONITORED BY DAWSON COUNTY SHERIFF'S OFFICE AND THE SYSTEM NEEDS TO MATCH THEIR EXISTING SET UP

CAMERA SYSTEM READS LICENSE PLATES TO ASSIST WITH FIGHTING CRIME

OPTIONS:

RECOMMENDED SAMPLE MOTION:

STAFF RECOMMENDS APPROVING AS PRESENTED

REQUESTED BY: Trampas Hansard, Public Works Director

**Flock Safety + GA - City of
Dawsonville**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Evan Jeffcoat
evan.jeffcoat@flocksafety.com
+14438526774

Created Date: 02/24/2025
Expiration Date: 03/26/2025
Quote Number: Q-126619
PO Number: Dawsonville Main St Park Only



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 415 State Rte 53 Dawsonville, Georgia 30534

Ship To: 415 State Rte 53 Dawsonville, Georgia 30534

Billing Company Name: GA - City of Dawsonville

Subscription Term: 24 Months

Billing Contact Name:

Payment Terms: Net 30

Billing Email Address:

Retention Period: 30 Days

Billing Phone:

Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$10,000.00
Flock Safety Bundles			
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Bundle Implementation Fee	\$900.00	2	\$1,800.00

Subtotal Year 1:	\$11,800.00
Annual Recurring Subtotal:	\$10,000.00
Estimated Tax:	\$0.00
Contract Total:	\$21,800.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$11,800.00
Annual Recurring after Year 1	\$10,000.00
Contract Total	\$21,800.00

*Tax not included

Product and Services Description

FlockOS Features	Description
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Law enforcement grade bundled standard range license plate recognition camera and live streamed solar powered fixed camera with 30 days of edge storage, with LTE. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users. AC power is also available if needed.
Professional Services - Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Solar Video Camera Fixed, fka Condor	Law enforcement grade live streamed Solar powered Fixed camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming.

Protecting Privacy Addressing Concerns

WHAT FLOCK IS

- Tag reads owned by the Sheriffs Office
NOT FLOCK
- 30 day data retention, then deleted
- Takes human bias out of crime-solving by detecting events that are objectively illegal
- All data is stored securely in the AWS Cloud
- End to end AES-256 encryption (highest standard in computing)
- Transparency Portal (optional)

WHAT IT ISN'T

- Not facial recognition software
- Not used for traffic enforcement
- Not connected to registration data or 3rd party databases (Carfax, DMV)
- No PII is contained in Flock or connection to student or faculty records
- No searching allowed without audit trail to ensure proper usage

f'lock safety



“In my 25 years, the Flock Safety system is the single **most important technology** in policing that has come out.”

CHIEF RUSH
Trussville PD (AL)

“I really feel like this technology is **the best thing** — or at least one of the best things — since the police radio. It's been a game changer.”

CHIEF SCESNEY
Grand Prairie PD (TX)

“This is the **single greatest change** since DNA — what this system does is a game changer.”

CHIEF MURRAY
Yakima PD (WA)

“Flock Safety is **the single best tool** I have seen in 30 years — enabling true community policing.”

CHIEF VANHOOZER
Cobb County PD (GA)

“Our ability to fight crime has **easily doubled** just by introducing Flock Safety's tools.”

SGT. SHIPP
Fort Worth PD (TX)



Customer Case Studies



Case Study

Crime Reduction

Cobb County PD (GA) Dramatically Reduces Overall Crime

Problem

Cobb County, near the center of the Atlanta metro area, experienced uptick in property and violent crimes

Solution

Cobb County PD, neighborhoods, and businesses build collaborative network of Flock devices

Results

52% reduction in robbery in 1 year

21% reduction in residential burglaries in 1 year

100% Homicide clearance rate (2021-2023)

"... probably the strongest tool we have that we use, we have Flock cameras all over the county."

Chief Stuart VanHoozer





Case Study

Crime Reduction

Allentown PD (PA) Achieves Historic Lows in Crime Rates in 2024

Problem

Allentown, the third largest city in Pennsylvania, was facing rising gun violence, vehicle-related crimes, and evidence limitations for identifying suspects and prosecuting cases.

Results

76% reduction in homicide in 1 year

349 cases supported by Flock technology in 2024

Solution

APD chose Flock to deploy 67 fixed LPR cameras and 1sq. mile of gunshot detection, providing them with real-time alerts, faster investigations, and objective evidence collection.

"The ability of the Flock Safety LPR cameras to send real-time alerts to our officers in the field when a stolen car or known wanted person from a state or national crime database is invaluable."

Chief Charles Roca | Allentown PD





Case Study

Crime Reduction

Castle Rock PD (CO) Cuts Rising Vehicle Theft with Flock

Problem

Situated along the I-25 corridor between Denver and Colorado Springs, Castle Rock faced a surge in auto thefts, reflecting a growing problem across the state

Results

CRPD was **the only agency in Colorado** to report a YoY decrease in auto theft

20%

Decrease in auto theft in year 1

15%

Decrease in auto theft between year 1 and 2

Solution

CRPD became first city in region to deploy Flock LPR cameras to help identify thieves and recover stolen vehicles

“In 2021 we saw a 20% reduction and in that year we were the only agency in the state to have a reduction in auto thefts. In 2022 there was another 15% reduction on top of that.”

Chief Jack Cauley

License plate recognition cameras help nab criminals at impressive rates, despite privacy concerns





Case Study

Crime Reduction

Delano PD (CA) Drastically Cuts Crime Year Over Year

Problem

Located on the busy Highway 99 corridor in central California, the 50,000 resident city of Delano sought an effective solution to combat violent crime, vehicle theft, and credit card skimming

Results

56%

Overall crime reduction

50%

Reduction in vehicle theft

Solution

Initially deploying 20 LPR cameras in June 2023, DPD expanded to 45 cameras within a year based on to their proven impact

“Traditionally, officers had to spot suspicious vehicles and manually run plates. With Flock cameras, the system alerts officers within 15-20 seconds as the vehicle passes by.”

Chief Jerry Nicholson





Case Study

Maximize Officer Efficiency

Michigan City PD (IN) Enhances Public Safety Amid Staffing Shortages

Problem

Operating in a city of 33,000 residents, MCPD faced severe understaffing and struggled to respond to crime with officers regularly working 16 hour shifts.

Results

Solving cases faster despite staffing challenges

33%

Decrease in shots fired calls

30+

Cases solved monthly using Flock

Solution

Deployed Flock LPR and gunshot detection in order to quickly link vehicles to crimes for faster resolution, and get precise shooter location data.

“This technology is essentially a **force multiplier** for us. It enables us to patrol areas throughout the community and keep them safe, **even when we don't have an officer on site.** ”

Chief Marty Corley, MCPD

MCPD GETS \$180,000 GRANT FOR CRIME-FIGHTING TECHNOLOGY





Case Study

Maximize Officer Efficiency

Lexington PD (KY) Maximizes Results Without Being Fully Staffed

Problem

Increased violent crime and calls for service with limited staff in Lexington, KY

Results

283 Stolen vehicles recovered

83 Illegal/stolen firearms seized

513 Suspects charged

Solution

Deployed 100+ Flock devices where calls for service most frequently originated

“When we deployed our cameras in 2022, we looked at the reported violent crime [...] That's where we mapped our first 100 cameras.”

Commander Matthew Greathouse,
Special Investigations





DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 14

SUBJECT: PROPOSAL FROM BM&K CONSTRUCTION & ENGINEERING FIRM

CITY COUNCIL MEETING DATE: 03/03/2025

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 APPOINT BM&K CONSTRUCTION & ENGINEERING FIRM AS PROFESSIONAL SERVICES FOR THE CITY IN 2025

TO REQUEST APPROVAL FOR THE PROPOSAL FOR ENGINEERING, CONSTRUCTION ENGINEERING AND INSPECTION FROM BM&K IN THE AMOUNT OF \$77,250.00 FOR MAPLE STREET, RICHMOND DRIVE AND MAPLE STREET TOWNHOMES SUBDIVISION

FUNDING SOURCE IS SPLOST VII

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Trampas Hansard, Public Works Director



January 17, 2025

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

RE: Engineering & CEI for Maple Street, Richmond Drive, & Maple Townhomes Subdivision Project

Dear Mr. Bolz,

Thank you for the opportunity to submit this proposal for Engineering, Construction Engineering and Inspection (CEI) for the City of Dawsonville.

CEI Personnel:

BM&K will allocate a part time Project Manager and a full-time construction inspector for this project. I would expect the Project Manager to devote 3-5 hours per week and the construction inspector will devote approximately 40-to-50-man hours per week to this effort for a 1-month project duration.

Scope:

Task 1: Obtain core results from a qualified geotechnical field investigation. Information obtain from this report will be used to assist in preparation of Task 2.

Task 2: Assist with preparation of bid document package for Maple Street, Richmond Drive, Maple Street Townhomes Asphalt Rehab Project.

Task 3: The construction project will consist of approximately 1.2 miles of roadway rehabilitation including Full Depth Reclamation on Maple Street, Asphaltic Concrete Patching, Variable Depth Milling, & Resurfacing on Richmond Drive and all the streets in the Maple Townhomes subdivision. The proposed contractor is yet to be determined. The conceptual estimated cost of construction is:

Maple Street - \$550,000
Richmond Drive - \$120,000
Maple Street Townhomes Subdivision – \$242,000

It is anticipated that all of the streets above will be let as one contract and will be constructed at one time to take advantage of some economy of scale with an estimated project duration of 1 month.

BM&K staff will provide the following as part of this CEI contract:

- a. Assist in preparation of bid document package
- b. Assist the City in procurement of a qualified contractor
- c. Review bids and make an award recommendation

P.O. Box 878, Braselton, GA 30517

phone: 706.824.0514



- d. Host/participate in Pre-Construction Meeting
- e. Review and Monitoring Contractor's Schedule
- f. Monitor and control Construction budget and expenses
- g. Provide Contractor oversight
- h. Provide Review and Approval of Job Mix Formula's for FDR and Hot Mix Asphalt
- i. Provide Inspection and Acceptance of Contractor's work
- j. Review Contractor Pay Applications and backup, including verification of quantities
- k. Maintain Project Documentation including:
 - i. Pay Applications and Backup
 - ii. Other project Communication and Documentation as required
- l. Perform final inspection and acceptance of contractor's work
- m. Perform Project Closeout

Exclusions:

- a. Survey
- b. Drainage design

Cost Proposal:

Task 1:	\$4,500.00 (budget)
Task 2:	\$16,250.00
Task 3:	\$56,500.00
Total -	\$77,250.00

We look forward to your response or any questions you may have.

Sincerely,

Jacob Hughes, PE
Senior Project Manager

Cc: Don Clerici, PE, BM&K President

Accepted By: _____

Date: _____



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 15

SUBJECT: UPDATE ON GOLD CREEK DRIVE

CITY COUNCIL MEETING DATE: 03/03/2025

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 WORKS DIRECTOR HANSARD WILL PROVIDE AN UPDATE ON THE REQUEST BY COUNCIL TO OBTAIN INFORMATION AND COST TO WIDEN GOLD CREEK DRIVE

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Trampas Hansard, Public Works Director



**DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 16**

SUBJECT: **APPOINTMENTS TO THE CITY OF DAWSONVILLE ETHICS BOARD**

CITY COUNCIL MEETING DATE: 03/03/2025

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

MAYOR WALDEN TO APPOINT BETH DUNCAN AS HIS CHOICE FOR THE ETHICS BOARD FOR A TWO-YEAR TERM

CONSIDERATION OF REQUEST TO APPOINT DUSTIN GILLESPIE AS THE COUNCIL'S CHOICE FOR THE ETHICS BOARD FOR A TWO-YEAR TERM

HISTORY/ FACTS / ISSUES:

BOTH BETH DUNCAN AND DUSTIN GILLESPIE ARE RESIDENTS OF THE CITY; IF APPOINTED, THESE TWO MEMBERS MUST CHOOSE THE THIRD MEMBER AND CITY COUNCIL MUST APPROVE THE APPOINTMENT

ONE OF THE THREE MEMBERS MUST BE A MEMBER IN GOOD STANDING OF THE STATE BAR OF GEORGIA AND A RESIDENT OF THE COUNTY

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: John Walden, Mayor

Sec. 2-81. - Ethics board.

- (a) The ethics board shall consist of three persons. At least two members shall be residents of the city. One member shall be appointed by the mayor, one member shall be appointed by the city council, and one member shall be appointed by the two above named board members subject to approval by a majority of the city council. One of the three members of the ethics board shall be a member in good standing of the State Bar of Georgia and a resident of the county.
- (b) All members shall serve two-year terms.
- (c) Members of the ethics board with any permit or rezoning application pending before the city, or with any pending or potential litigation against the city or the city official charged in the complaint shall be disqualified from serving on the ethics board for that complaint. An alternate member shall be selected by the two remaining members and approved by a majority of the council to replace the disqualified individual.
- (d) Members of the ethics board may be removed by majority vote of the city council.

(Ord. of 3-18-2019, § 3)