



CITY OF DAHLONEGA

City Council Meeting Agenda

August 04, 2025, 6:00 PM

Gary McCullough Chambers, Dahlonge City Hall

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 706-864-6133.

Vision - Dahlonge will be the most welcoming, thriving, and inspiring community in North Georgia

Mission Statement - Dahlonge, a City of Excellence, will provide quality services through ethical leadership and fiscal stability, in full partnership with the people who choose to live, work, and visit. Through this commitment, we respect and uphold our rural Appalachian setting to honor our thriving community of historical significance, academic excellence, and military renown.

CALL TO ORDER

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

APPROVAL OF AGENDA

APPROVAL OF CONSENT AGENDA

1. Professional Services - Contingent Fee Contract - PFAS Litigation
Doug Parks, City Attorney
2. Acceptance of Dedication of the American Legion Sewer Line and Improvements
Doug Parks, City Attorney and Mark Buchanan, City Engineer
Strategic Priority - Communication
3. Authorization to hold Special Called Meeting following all Work Sessions
Rhonda Hansard, City Clerk

PUBLIC COMMENTS - PLEASE LIMIT TO FOUR MINUTES PER SPEAKER

APPROVAL OF MINUTES

- a. Regular Meeting of July 7, 2025
Rhonda Hansard, City Clerk
- b. Public Hearing of July 21, 2025
Rhonda Hansard, City Clerk
- c. Work Session of July 21, 2025
Rhonda Hansard, City Clerk
- d. Special Called Meeting and Executive Session of July 21, 2025
Rhonda Hansard, City Clerk

APPOINTMENTS, PROCLAMATIONS, AND RECOGNITIONS

ANNOUNCEMENTS

CITY REPORTS

1. June 2025 - Financial Report
Allison Martin, City Manager

ORDINANCES AND RESOLUTIONS

- [2.](#) REZN 25-2 Rezoning: Baldr Capital, LLC, by Kent Baltare, SPG Planners and Engineers, applicant, RCA Dahlonaga, LLC, property owner, seeking to rezone from PUD Planned Unit Development District Conditional to B-2 (Highway Business District) 20.071 acres fronting on the north side of Summit Drive in Land Lot 1077, 12th district (Map/Parcel 077/ 249)
Doug Parks, City Attorney
3. Adoption of a Resolution authorizing Affidavit concerning the Executive Session of July 21, 2025
Rhonda Hansard, City Clerk

CONTRACTS AND AGREEMENTS

OTHER ITEMS

COMMENTS - PLEASE LIMIT TO THREE MINUTES PER SPEAKER

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

ADJOURNMENT

Guideline Principles - The City of Dahlonaga will be an open, honest, and responsive city that balances preservation and growth and delivers quality services fairly and equitably by being good stewards of its resources. To ensure the vibrancy of our community, Dahlonaga commits to Transparency and Honesty, Dedication and Responsibility, Preservation and Sustainability, Safety and Welfare...for ALL!



City Council Agenda Memo

DATE: 7/21/2025
TITLE: Professional Services – Contingent Fee Contract – PFA Litigation
PRESENTED BY: Doug Parks, City Attorney
PRIORITY Strategic Priority - Communication

AGENDA ITEM DESCRIPTION

Contract for participation in class action litigation regarding PFAS.

HISTORY/PAST ACTION

None.

FINANCIAL IMPACT

No cost for testing and participation in the litigation. Recovery of funds from the settlement escrow appears to be promising.

RECOMMENDATION

Move forward with participation in the litigation.

SUGGESTED MOTIONS

Motion to approve contracts for contingent fee professional services when appropriate.

ATTACHMENTS

Proposed resolution and contract.

**A RESOLUTION OF THE CITY OF DAHLONEGA, GEORGIA
AUTHORIZING THE EXECUTION OF THE LEGAL SERVICES AGREEMENT
RELATED TO THE AFFF PRODUCT LIABILITY LITIGATION**

WHEREAS, the CITY OF DAHLONEGA (the “City”) is committed to delivering clean drinking water to its customers; and

WHEREAS, the City is also committed to identifying parties responsible for increasing the costs of water treatment and system maintenance and taking reasonable steps to avoid passing on these costs to its consumers; and

WHEREAS, STAG LIUZZA, L.L.C., and CAROTHERS & MITCHELL, LLC have put together a team of uniquely qualified and experienced attorneys (“the Firm”) who have joined together to assist public entities facing the challenges posed by potential per- and polyfluoroalkyl substances (“PFAS”); and

WHEREAS, the Firm is comprised of experienced attorneys in both in PFAS litigation and in the representation of public entities pursuing legal claims involving cost recovery related to remediation of water contamination; and

WHEREAS, the City Council has determined it to be in the City’s best interest to enter into the Legal Services Agreement with the Firm and pursue any settlement and other legal damage claims it may have related to PFAS in Aqueous Film-Forming Foams (AFFF) Litigation MDL No. 2873; and

WHEREAS, the City desires to authorize the execution of the as Exhibit “A”; and

NOW THEREFORE BE IT RESOLVED by the City Council that the Manager of the City is hereby authorized to execute the Legal Services Agreement with the Firm based upon the terms and conditions set forth herein and, in a manner, substantially similar to the Agreement attached hereto as Exhibit “A.”

[NAME]
Board Clerk

**CONTRACT FOR LEGAL SERVICES
AFFF PFAS LITIGATION**

The **CITY OF DAHLONEGA, GEORGIA** (hereinafter “Client”) hereby retains, STAG LIUZZA, LLC (through attorney Michael Stag, LLC) and CAROTHERS & MITCHELL, LLC (through attorney Thomas Mitchell) (hereinafter the “Attorneys”) for the purpose of providing legal services related to the filing of a civil action and/or claims in the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam in the AFFF Product Liability Multi-District Litigation (“AFFF”), (hereinafter the “Client’s Claims”).

CLIENT DESIGNATES FOR COMMUNICATION PURPOSES THE FOLLOWING:

Water Department: _____
Name Telephone E-mail

Business Matters: _____
Name Telephone E-mail

Client acknowledges and understands that court-ordered deadlines and documentation requirements exist for the pending DuPont and 3M settlements. Client agrees to provide the required documentation and assist in performing testing in a timely manner, sufficient to allow Attorneys time to process and file the settlement claim within the court ordered deadlines. Any failure of Client to comply with the testing and documentation requirements of the settlement may result in forfeiture of the Client’s right to recover money from DuPont, 3M, and future settlements. Documentation requirements and deadlines may further apply to settlements currently pending court approval or approved in the future.

The Client specifically authorizes the Attorneys to undertake negotiations, file suit, file settlement claims, or institute legal proceedings necessary on the Client’s behalf in the AFFF Product Liability Multi-District Litigation. The Client further authorizes the Attorneys to retain and employ the services of any expert, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client. The Client understands and authorizes Attorneys to share attorney fees with any legal counsel that Attorneys choose to associate to assist with providing the legal services contracted herein.

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the above-referenced legal proceeding (“Action”) or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. Client acknowledges that the Attorneys are not tax, regulatory, or bankruptcy legal experts. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

The Attorneys are not the attorneys for any matter and officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the course of the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

1. ATTORNEYS' FEES. As compensation for legal services, the Client agrees to pay the Attorneys for legal services rendered and to be rendered on account of the Client's Claims (hereinafter "Attorneys' Fees"). The Attorneys' Fees shall be one-third (1/3) of the Gross Amount Recovered for the Client's Claims. For any recovery made, Client understands and agrees that the total Attorneys' fee will be divided as follows: 25% to CAROTHERS & MITCHELL, LLC and 75% to STAG LIUZZA, LLC.

These Attorneys' Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. "Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered, or value received, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants. The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the Client's share of that recovery. The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for the common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court. Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims. **Client shall only pay attorney fees contingent upon a recovery and shall not pay any attorney fees if there is no recovery.**

2. COSTS AND EXPENSES. In addition to paying Attorneys' Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only

in the event of a recovery, which shall be deducted from the Client's share of that recovery. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. **Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment.** If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$.30 per page; facsimile costs at a rate of \$.25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

3. NO GUARANTEE. The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of recovery, if any, may be expected on the Client's Claims.

4. ELECTRONIC DATA COMMUNICATION AND STORAGE. In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In

using these data communication and storage methods, the Attorneys employ measures designed to maintain data security. The Attorneys will use reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all of the Attorneys' third-party vendors to do the same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

5. PRIVILEGE. The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

6. MODIFICATION. It contains the entire and complete understanding between the parties and can only be modified by written amendment signed by all parties.

7. TERMINATION OF REPRESENTATION. The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any contingent attorneys' fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis. The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees based on all of the facts and circumstances of its representation. At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

8. ENTIRE AGREEMENT. The undersigned representative of Client has read this agreement, a copy of which Client has received, in its entirety, and Client agrees to and understands the terms and conditions set forth herein. Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

9. AUTHORITY. Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.

EFFECT OF SIGNING

Client understands that this is a binding legal document. Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Date

CITY OF DAHLONEGA

Date

**MICHAEL STAG, LLC FOR STAG LIUZZA,
L.L.C.**

Date

**THOMAS MITCHELL FOR CAROTHERS &
MITCHELL, LLC**



Agenda Memo

DATE: 7/21/2025
TITLE: Acceptance of Dedication of the American Legion Sewer Line and Improvements
PRESENTED BY: Doug Parks, City Attorney and Mark Buchanan, City Engineer
PRIORITY Strategic Priority - Communication

AGENDA ITEM DESCRIPTION

The American Legion has constructed a new sewer line and improvements for dedication to the City of Dahlonega.

HISTORY/PAST ACTION

The City has monitored the construction of a new sewer line by the American Legion in anticipation of acceptance of that line and accompanying improvements into the City's system.

FINANCIAL IMPACT

Positive addition to the City's system.

RECOMMENDATION

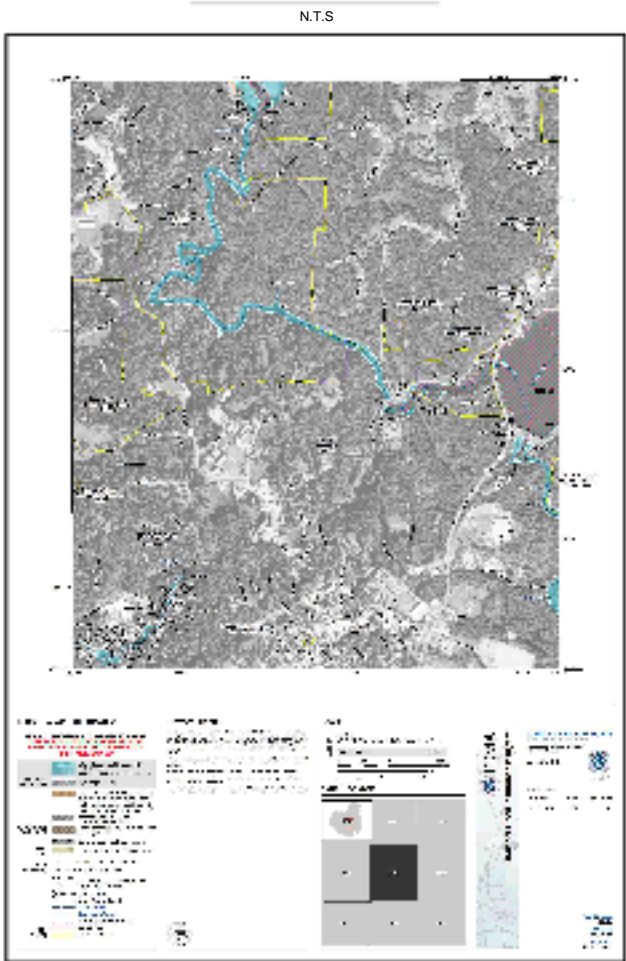
Approval.

SUGGESTED MOTIONS

Motion to approve when acceptance of the line and its accompanying improvements and acceptance of delivery of the deeds vesting title in the City when provided.

ATTACHMENTS

Location map.



VICINITY MAP
NT.S



LEGEND

UP	UTILITY POLE (UP)
NG	NATURAL GAS
DI	DROP INLET
JB	JUNCTION BOX
OCS	OUTLET CONTROL STRUCTURE
SWCB	SINGLE WING CATCH BASIN
HW	HEADWALL
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
HDPE	HIGH DENSITY POLYETHYLENE
UGD	UNDERGROUND DETENTION
DWCB	DOUBLE WING CATCH BASIN
EX	EXISTING
PROP.	PROPOSED
W.E.	WATER EASEMENT
PH	FIRE HYDRANT
WM	WATER METER
S.S.E.	SANITARY SEWER EASEMENT
LF	LINEAR FEET
DIP	DUCTILE IRON PIPE
PVC	POLYVINYL CHLORIDE
SS	SANITARY SEWER
C&G	CURB AND GUTTER
IP	IRON PIN
IPF	IRON PIN FOUND
P/L	PROPERTY LINE
F.E.S.S.	FLARED END SAFETY SECTION
SSMH	SANITARY SEWER MANHOLE
SSCO	SANITARY SEWER CLEANOUT
PT	POINT OF TANGENT
PC	POINT OF CURVATURE
OCS	OUTLET CONTROL STRUCTURE
ELEV.	ELEVATION
N/F	NOW OR FORMERLY
R/W	RIGHT OF WAY
LLL	LAND LOT LINE
CONC.	CONCRETE
INV	INVERT
EOP	EDGE OF PAVEMENT
TYP.	TYPICAL
BOV	BLOW OFF VALVE
GV	GATE VALVE

PROJECT DESCRIPTION:
PUMP STATION & FORCE MAIN FOR THE PROPOSED AMERICAN LEGION POST 239 DEVELOPMENT.

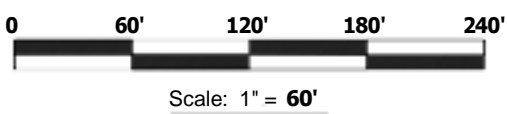
TOPOGRAPHIC INFORMATION FROM
DAVIS ENGINEERING & SURVEYING

UTILITIES SHOWN HEREON ARE FROM EXISTING STRUCTURES AND ABOVE GROUND
MARKS FOUND. HENDERSON ENGINEERING, LLC IS NOT RESPONSIBLE FOR
THE LOCATION OF UNDERGROUND UTILITIES.

CONTOUR INTERVAL = 2'

GENERAL NOTES:

- CONTRACTORS SHALL CONDUCT ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS OF APPLICABLE REGULATIONS OF THE OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA) AND ALL LOCAL, STATE AND FEDERAL RULES AND REGULATIONS. PROPER SAFETY PROCEDURES ARE OF SPECIAL CONCERN ON THIS PROJECT CONSIDERING THAT WORKERS WILL BE IN OPEN TRENCHES AND ALONG ROADSIDE FOR A PORTION OF THE SCOPE OF WORK ON THIS SITE.
- MATTERS OF RECORD NOT SHOWN HEREON ARE EXCEPTED.
- THE UTILITIES AND STRUCTURES AS SHOWN ON THIS PLAN WERE FOUND PER ABOVE GROUND EXAMINATION OF THIS SITE, BASED ON VISIBLE INDICATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL EXACT LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND UTILITIES AND OTHER STRUCTURES BEFORE THE START OF CONSTRUCTION ON THIS PROJECT.
- IT SHALL BE THE GENERAL CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT ALL UTILITIES ARE AS NOTED IN THE PLANS. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER AS SOON AS POSSIBLE.
- TOILET FACILITIES SHALL BE MADE AVAILABLE TO CONSTRUCTION WORKERS WITHIN 300' OF SITE.
- NO MATERIAL CAN BE BURIED ONSITE WITHOUT THE APPROVAL OF THE OWNER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL DEBRIS AS ACCEPTABLE TO THE OWNER.
- CONTRACTOR IS TO REMOVE ALL ROCK, TOPSOIL, AND UNSUITABLE MATERIALS.
- CONTRACTOR RESPONSIBLE FOR PROTECTING ADJACENT AREAS AND SHALL BE RESPONSIBLE TO REPAIR ANY DAMAGE TO A CONDITION EQUAL TO OR GREATER THAN THE ORIGINAL CONDITION.
- THE CONTRACTOR SHALL ARRANGE A PRE-CONSTRUCTION MEETING WITH THE CITY AND ENGINEER PRIOR TO BEGINNING WORK.
- UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATELY LOCATED. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE HORIZONTAL OR VERTICAL ACCURACY OF SAID UTILITIES, OR THE POSSIBILITY THAT UNDERGROUND UTILITIES OTHER THAN THE ONES SHOWN MAY EXIST. THE CONTRACTOR SHALL CALL THE UTILITIES PROTECTION INC., CALL BEFORE YOU DIG! (1-800-282-7411) PRIOR TO CONSTRUCTION AND BE RESPONSIBLE FOR LOCATING ALL UTILITIES. SEE SPEC FOR ADDITIONAL REQUIREMENTS.
- PROVIDE ENGINEER WITH 24 HOURS (MIN.) NOTICE PRIOR TO THE PLACING OF ANY CONCRETE.
- CONTRACTOR SHALL NOT OPERATE ANY EXISTING FIRE HYDRANTS, VALVES, ETC. WITHOUT AUTHORIZATION FROM CITY. UNLESS AN EMERGENCY SITUATION EXISTS. IN GENERAL, THE OPERATING STAFF OF THE CITY WILL OPERATE ANY EXISTING EQUIPMENT, VALVES, ETC. WHICH THE CONTRACTOR MAY REQUIRE.
- CONTRACTOR LAYOUT AREAS SHALL BE WITHIN THE LIMITS SHOWN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL STAKEOUT AND SURVEYING WORK REQUIRED ON THE PROJECT. CONTRACTOR SHALL CONTACT ENGINEER AND/OR OWNER TO VERIFY LOCATION OF ALL PROPOSED STRUCTURES PRIOR TO PLACEMENT OF ANY CONCRETE.
- THE ENGINEER WILL PROVIDE SURVEY COORDINATES IN GA STATE PLANE COORDINATE SYSTEM (WEST ZONE) FOR LAYOUT PURPOSES TO THE CONTRACTOR.
- ALL PAVED STREETS, PARKING LOTS, AND DRIVEWAYS DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING.
- UNLESS SPECIFICALLY DETAILED OTHERWISE, CONNECTIONS TO EXISTING MANHOLES SHALL BE CORED AND LINK SEALED. CONTRACTORS SHALL USE LINK SEALS THAT HAVE ALL STAINLESS STEEL HARDWARE.
- THE INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES SHALL TAKE PLACE PRIOR TO LAND DISTURBING ACTIVITIES.
- ALL EROSION AND SEDIMENTATION CONTROL MEASURES WILL BE CHECKED DAILY AND ANY DEFICIENCIES NOTED WILL BE CORRECTED BY THE END OF THE DAY. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES AND BEST MANAGEMENT PRACTICES (BMP'S) SHALL BE INSTALLED BY CONTRACTOR IF DEEMED NECESSARY AFTER ON-SITE INSPECTION BY THE ISSUING AUTHORITY AND/OR THE OWNER.
- ALL CUT AND FILL SLOPES MUST BE SURFACE ROUGHENED AND VEGETATED DAILY. NO PERMANENT CUT OR FILL SLOPES STEEPER THAN 3:1 ARE ALLOWED UNLESS SPECIFICALLY DETAILED OTHERWISE.
- ALL DRIVEWAYS AND PARKING LOTS MUST REMAIN PASSABLE DURING CONSTRUCTION.



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IF ANY CONFLICTS, DISCREPANCIES, OR ANY OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY AND SHALL NOT COMMENCE FUTHER OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.



HENDERSON ENGINEERING, LLC
147 TIMBER OAK LANE
DAHLONEGA, GEORGIA 30533
770.401.6197



REVISION	DATE	DESCRIPTION
1	08-10-22	PERMITTING SET - UPDATE II
	06-23-23	PERMITTING SET - UPDATE II

OVERALL SITE PLAN
AMERICAN LEGION PUMP STATION
& FORCE MAIN
CITY OF DAHLONEGA
LUMPKIN COUNTY, GEORGIA

DRAWN BY:	ACH
DESIGNED BY:	MRH/ACH
CHECKED BY:	MRH
DATE:	07-27-22
APPROVED BY:	MRH

SHEET NO.
C.01
PROJECT NO.
HE2022-08

AutoCAD
- EX. SS



Agenda Memo

DATE: 8/4/2025
TITLE: REZN 25-2
PRESENTED BY: Doug Parks, City Attorney
PRIORITY Strategic Priority - Communication

AGENDA ITEM DESCRIPTION

Ordinance 25-05 REZN 25-2 Rezoning: Baldr Capital, LLC, by Kent Baltare, SPG Planners and Engineers, applicant, RCA DahlongeGA, LLC, property owner, seeking to rezone from PUD Planned Unit Development District Conditional to B-2 (Highway Business District) 20.071 acres fronting on the north side of Summit Drive in Land Lot 1077, 12th district (Map/Parcel 077/249). Proposed use: Nordic-style resort spa (indoor/outdoor wellness facilities) with retail and food service.

HISTORY/PAST ACTION

Planning Commission voted to approve this application.

FINANCIAL IMPACT

None.

RECOMMENDATION

Approval.

SUGGESTED MOTIONS

Motion to approve when action is to be taken.

ATTACHMENTS

Consulting planners recommendation and ordinance

**CITY OF DAHLONEGA
ORDINANCE 2025-05**

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF DAHLONEGA, GEORGIA, BY CHANGING THE ZONING ON PARCEL OF LAND COLLECTIVELY CONSISTING OF 20.071 ACRES, MORE OR LESS, LYING WITHIN TAX PARCEL 077/249. SAID PARCEL OF LAND IS LOCATED IN LAND LOT 1077 OF THE 12th DISTRICT, 1ST SECTION, CITY OF DAHLONEGA, LUMPKIN COUNTY, GEORGIA RECORDS AS MORE PARTICULARLY DESCRIBED ON THAT CERTAIN PLAT OF SURVEY TITLED ALTA/NSPS LAND TITLE SURVEY FOR RESURGENS CAPITAL ADVISORS, LLC DATED MARCH 3, 2025.

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF DAHLONEGA, GEORGIA, AS FOLLOWS:

SECTION I.

That from and after the passage of this Ordinance the lands described in the Legal Description incorporated into this Ordinance shall be zoned and so designated on the Zoning Map of the City of Dahlonega in classification B-2 (Highway Business District) Conditional. All aspects of the development shall be subject to and conform to the additional conditions set forth herein which are as follows:

- (1) The subject property shall be developed in substantial accordance with the letter of intent and site plan submitted with the application on file with the city (REZN 25-2). Notwithstanding the permitted uses authorized by the B-2 zoning district (Article XV, Section 1502 zoning ordinance), the subject property shall be limited to a nordic spa (including commercial lodging) and associated indoor commercial facilities and associated accessory uses implied in said letter of intent and site plan as determined by the zoning administrator.
- (2) If, after twenty-four (24) months from the date the Governing Body approves this ordinance, action has not been taken to utilize the property consistent with this ordinance, such as securing a development permit, the Governing Body shall, by official action, cause the zoning district to revert to the PUD district classification assigned to the property immediately prior to the approval

LEGAL DESCRIPTION

All that Tract or Parcel of Land lying and being in Land Lot 1077 of the 12th District, 1st Section of Lumpkin County, Georgia, described as follows:

Commencing at a 5/8 inch rebar at the corner common to Land Lots 1058, 1059, 1076, and 1077. thence North 86 °54'5" East. a distance of 200.26 feet to a 1/2 inch rebar, "Said rebar being at the true Point of Beginning of the herein described parcel; thence along and with the land lot line common to Land Lots 1076 and 1077 North 86 °54'52" East, a distance of 1101.69 feet to a 3/8 inch rebar at the corner common to Land Lots 1076, 1077, 1108, and 1109;

thence South 01°31'49" East, a distance of 796.04 feet to a 3/4 inch rebar:
thence South 80°43'55" West, a distance of 519.89 feet to a 3/4 inch rebar:
thence South 06°26'05" East, a distance of 62.31 feet to a 1/2 inch rebar on the
northeasterly right of way of Summit Drive, a public asphalt roadway owned and
maintained by the City of Dahlonega, at the beginning of a curve concave to the
Southwest having a radius of 147.00 feet and being subtended by a chord which
bears North 61°44'21" West 120.24 feet thence along and with the right of way of
Summit Drive northwesterly and westerly along said curve, a distance of 123.87 feet
to a point; thence North 85°52'48" West a distance of 52.63 feet to a point:
thence South 04°12'40" West, a distance of 2.00 feet to a point:
thence North 85°47'20" West, a distance of 113.65 feet to a point at the beginning
of a curve concave to the north having a radius of 275.00 feet and being subtended by a chord
which bears North 61°18'49" West 227.87 feet, thence westerly
and northwesterly along the curve a distance of 234.95 feet to a point,
thence North 36°50'19" west, a distance of 151.61 feet to a point at the beginning
of a curve concave to the northeast, having a radius of 425.00 feet and being
subtended by a chord which bears North 32°03'43" West 70.78 feet;
thence northwesterly a distance of 70.66 feet along the curve to a point:
thence North 27°21'07" West, a distance of 89.33 feet to a 1/2 inch rebar:
thence leaving the right of way of Summit Drive North 62°39'27" East, a distance of
101.62 feet to a 1/2 inch rebar:
thence North 09°10'10" West, a distance of 63.09 feet to a 1/2 inch rebar:
thence North 09°10'10" West, a distance of 57.83 feet to a 1/2 inch rebar:
thence North 09°10'10" West, a distance of 57.83 feet to a 1/2 inch rebar:
thence North 09°10'10" West, a distance of 57.91 feet to a 1/2 inch rebar:
thence North 09°10'10" West, a distance of 166.76 feet to a 1/2 inch rebar:
to the 1/2 inch rebar at the Point of Beginning.

Containing 20.071 Acres, more or less.

SECTION II.

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION III.

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION IV.

The effective date of this Ordinance shall be upon approval by the City Council of Dahlonega, Georgia.

**APPROVED THIS ____ DAY OF _____, 2025 BY THE MAYOR AND COUNCIL OF
THE CITY OF DAHLONEGA, GEORGIA.**

JoAnne Taylor, Mayor

Attest:

Rhonda Hansard, City Clerk