

MINUTES
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers on 2nd Floor
Monday, November 15, 2021
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 John Walden, Councilmember Mark French, Councilmember Caleb Phillips, Councilmember William Illg, City Attorney Kevin Tallant, Attorney Kip O'Kelley, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utilities Operation Manager Jacob Barr, Planning Director David Picklesimer and Finance Administrator Robin Gazaway.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Phillips.
4. **ANNOUNCEMENTS:** Mayor Eason thanked the residents who came out to vote in the Municipal Election and congratulated Councilmember Illg and French who will continue to serve the City Council. He also announced there will be a Public Information Meeting regarding the Elliott Field Airport on Thursday, December 9, 2021 from 5:30 pm – 7:00 pm at City Hall. He also reminded everyone that the Christmas Tree Lighting and Parade will take place at City Hall on Saturday, December 4, 2021 and all are invited. Lastly, he reported the paving of Main Street, Jack Heard Road and Memory Lane are almost complete.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by C. Phillips; second by J. Walden. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** Christopher Fabian, 4375 Ridge Stone Way, Cumming – He spoke to the Council providing his personal background and his desire to be a part of the Dawsonville community and plans to build a house in the City. He petitioned the City Council to do everything they can to expedite the permit process in the Creekstone Subdivision.
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a, b, c, d) made by J. Walden; second by C. Phillips. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Special Called Meeting held October 27, 2021
 - Regular Meeting held November 1, 2021
 - b. Approve 2022 Georgia Municipal Association Cities United Summit and Municipal Training
 - c. Approve 2022 Newly Elected Officials Training
 - d. Approve Reappointment for Planning Commission and Historic Preservation Commission Members (listed below)
 - **Planning Commission:**
 - **Randy Davis (Member at Large); Term: 01/01/2022 – 12/31/2024**
 - **Matt Fallstrom (Post 1); Term: 01/01/2022 – 12/31/2024**
 - **Historic Preservation Commission**
 - **Perry Bohn; Term: 01/01/2022 – 12/31/2024**
8. **EMPLOYEE RECOGNITION:** The Mayor and Council recognized Sara Beacham for thirteen years of service and Bob Bolz for five years of service. Trampas Hansard received the October Employee of the Month award.
9. **INTRODUCTION OF LAW ENFORCEMENT OFFICERS:** City Manager Bolz introduced one of the deputies who will be serving the City; Vic Gazaway. The other deputy, Kyle Bailey, was not present.

BUSINESS

10. **BOARD OF EDUCATION FEE WAIVER:** The Board of Education has requested the building permit fees and development fees be waived for the construction of the Agriculture Building and the Athletic Building.

Motion to waive the building permit fees and development fees in the amount of \$15,934.20 for the Dawson County Board of Education for the construction of the Agriculture Building and Athletic Building and for the City to absorb the cost for the plan review already completed by our engineering firm made by W. Illg; second by M. French. Attorney Tallant confirmed there is no issue with waiving

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the fees since the request is from another government entity and not a private development. Vote carried unanimously in favor.

11. **RESOLUTION – OPIOID LITIGATION:** Motion to approve the resolution as presented and to appoint the Mayor as a point person authorizing him to sign documents made by C. Phillips; second by J. Walden. Vote carried unanimously in favor. (Exhibit "A")
12. An Ordinance Of The City Of Dawsonville, Georgia, To Provide For Application Of Rates To Customer Accounts; To Provide For Discounts In Specifically Approved Circumstances; To Provide For Methodology For Determining Approval Of Discount; To Provide For Severability; To Provide For An Effective Date; And For Other Purposes. (First Reading: November 1, 2021; Second Reading and Consideration to Adopt: November 15, 2021)

Attorney Tallant read the second reading of the ordinance amendment.

Motion to approve the ordinance as presented made by M. French; second by W. Ilg. Vote carried unanimously in favor. (Exhibit "B")

13. An Ordinance To Regulate Post Development Stormwater Management, To Provide For Responsibility For Maintenance Of Facilities, To Provide For Penalties, To Provide For An Effective Date, And For Other Purposes. (First Reading: November 1, 2021; Second Reading and Consideration to Adopt: November 15, 2021)

Attorney Tallant read the second reading of the ordinance amendment. Councilmember Ilg abstained from commenting or voting on this ordinance.

Motion to approve the ordinance as presented made by C. Phillips; second by J. Walden. Vote carried three in favor (Phillips, Walden, French) with one abstained (Ilg). (Exhibit "C")

14. An Ordinance To Repeal And Replace Portions Of The Existing Fee Schedule And Provide A New Fee Schedule For Utilities, Garbage, Buildings And Building Regulations, And Planning And Zoning; And For Other Purposes. (First Reading: November 15, 2021; Second Reading and Consideration to Adopt: December 6, 2021)

Planning Director Picklesimer read the first reading of the ordinance.

WORK SESSION

15. **PROPOSED IGA WITH DAWSON COUNTY – RIGHT OF WAY MOWING:** Mayor Eason stated this IGA was provided by the County for consideration and would like the Council to review it. He would like the IGA to eliminate the language that enforces the City to mow the State right of ways despite the fact the City does like to maintain them. Councilmember Ilg felt it prudent to share responsibility with the County without duplicating services. He also asked Attorney Tallant to point out any issues with the IGA that could force liability onto the City; he did not indicate an issue with it but thought there could be future concern when additional properties are annexed into the City. Mayor Eason asked the City Attorney to work on an amended IGA for the Council to consider.
16. **STANDARD DETAILS UPDATE:** Presented to Council to review for consideration of approval at the December 6, 2021 City Council meeting. Mayor Eason asked for any comments to be directed to Planning Director Picklesimer.
17. **STANDARD SPECIFICATIONS FOR ROADWAY AND DRAINAGE SYSTEMS:** Presented to Council to review for consideration of approval at the December 6, 2021 City Council meeting. Mayor Eason asked for any comments to be directed to Planning Director Picklesimer. David mentioned one highlight of the updated specifications is that it will require a new stormwater inspection before the City accepts any stormwater or right of ways.
18. **STANDARD SPECIFICATIONS FOR WATER DISTRIBUTION AND SANITARY SEWERAGE SYSTEMS:** Presented to Council to review for consideration of approval at the December 6, 2021 City Council meeting. Mayor Eason asked for any comments to be directed to Planning Director

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Picklesimer. David mentioned this includes additional testing to the sewer main before accepted by the City.

STAFF REPORTS


- 19. **BOB BOLZ, CITY MANAGER:** City Manager Bolz provided his report in the agenda packet and reported the leak adjustment for the month was zero; no questions from Council.
- 20. **ROBIN GAZAWAY, FINANCE ADMINISTRATOR:** Financial reports representing fund balances and activity through October 31, 2021 were provided in the agenda packet. No questions from Council.

ADJOURNMENT:

At 5:43 p.m. a motion to adjourn the meeting was made by J. Walden; second by C. Philips. Vote carried unanimously in favor.

Approved this 6th day of December 2021.

By: CITY OF DAWSONVILLE



Mike Eason, Mayor



Caleb Phillips, Councilmember Post 1



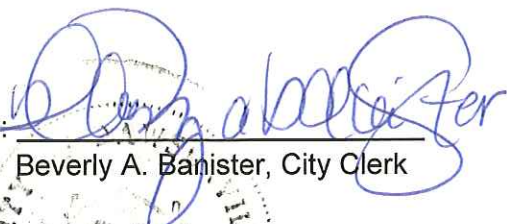
William Illg, Councilmember Post 2



John Walden, Councilmember Post 3



Mark French, Councilmember Post 4

Attested: 

Beverly A. Banister, City Clerk



RESOLUTION NO. R 2021-08

A RESOLUTION OF THE CITY OF DAWSONVILLE, GEORGIA (“CITY”) AGREEING TO BE BOUND BY THE MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF GEORGIA AND CERTAIN LOCAL GOVERNMENT ENTITIES CONCERNING THE NATIONAL DISTRIBUTOR AND J&J SETTLEMENTS AND DIRECTING THE EXECUTION OF THE “ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY MEMORANDUM OF UNDERSTANDING,” “SUBDIVISION DISTRIBUTOR SETTLEMENT PARTICIPATION FORM,” AND “JANSSEN SETTLEMENT PARTICIPATION FORM.”

WHEREAS, the City initiated litigation against certain manufacturers and distributors of prescription opioids in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief;

WHEREAS, opioid distributor defendants McKesson Corporation, AmerisourceBergen Corporation, and Cardinal Health, Inc. (“Settling Distributors”), and opioid manufacturer defendants Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (“J&J”) have separately reached settlement frameworks (otherwise known as the “National Distributor Settlement” and “J&J Settlement”) with certain states and local government entities that the State of Georgia and Georgia’s local government entities have the option to join;

WHEREAS, the State of Georgia and certain Georgia local government entities seek to enter a Memorandum of Understanding that would enable them to join the National Distributor and J&J Settlements and maximize the recovery to the State of Georgia and Georgia local government entities from those settlements; and

WHEREAS, the City desires to agree to be bound by the Memorandum of Understanding and to participate in the National Distributor and J&J Settlements.

NOW, THEREFORE, BE IT RESOLVED BY THE DAWSONVILLE CITY COUNCIL, AS FOLLOWS:

Section 1. The City Council, as the governing body of the City, hereby agrees to be bound by the Memorandum of Understanding between the State of Georgia and certain Georgia local government entities concerning the National Distributor and J&J Settlements.

Section 2. The City Council, as the governing body of the City, hereby agrees to participate in the National Distributor and J&J Settlements.

Section 3. The City Council hereby appoints Mike Eason, as the duly-appointed representative of the City for the purposes of agreeing to be bound by the Memorandum of Understanding and participating in the National Distributor and J&J Settlements.

Section 4. The City Council directs the duly-appointed representative of the City to execute the "ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY MEMORANDUM OF UNDERSTANDING," attached hereto and incorporated herein as Exhibit A.

Section 5. The City Council directs the duly-appointed representative of the City to execute the "Subdivision Distributor Settlement Participation Form," attached hereto and incorporated herein as Exhibit B.

Section 6. The City Council directs the duly-appointed representative of the City to execute the "Janssen Settlement Participation Form," attached hereto and incorporated herein as Exhibit C.

Section 7. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. This Resolution shall be in full force and effect from and after its adoption as provided by law.

This Resolution was introduced, seconded and adopted at a duly convened meeting of the City of Dawsonville City Council, held on November 15, 2021.



Mayor

ATTEST:



City Clerk



EXHIBIT "A"

Acknowledgment and Agreement to Be Bound By Memorandum of Understanding

EXHIBIT 1

**ACKNOWLEDGEMENT AND AGREEMENT
TO BE BOUND BY MEMORANDUM OF UNDERSTANDING**

WHEREFORE, the undersigned, as a duly-appointed representative of the below-referenced entity, acknowledges the following:

- The City of Dawsonville, Georgia has received the State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements.
- The undersigned is a duly-appointed representative of the City of Dawsonville, Georgia, and has the authority to execute this document and bind the City of Dawsonville, Georgia to the Memorandum of Understanding.
- The City of Dawsonville, Georgia is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum of Understanding.
- The undersigned, on behalf of the City of Dawsonville, Georgia, understands and acknowledges the terms of the Memorandum of Understanding, and the City of Dawsonville, Georgia agrees to be bound by its terms.
- No party is under duress or undue influence.

/s/  _____

Name Mike Eason

Title Mayor

Date 11.15.2021

Entity City of Dawsonville, Georgia

EXHIBIT "B"

Subdivision Distributor Settlement Participation Form

Subdivision Distributor Settlement Participation Form

Governmental Entity: City of Dawsonville	State: GA
Authorized Official: Mayor Mike Eason	
Address 1: 415 Hwy 53 E	
Address 2: Suite 100	
City, State, Zip: Dawsonville, GA 30534	
Phone: (706) 265-3256	
Email: mike.eason@dawsonville-ga.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

12. The effective date of this Participation Form shall be the date on which the State of Georgia enters into the Distributor Settlement. In the event that the State of Georgia elects not to enter into the Distributor Settlement, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Georgia, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature:

Mike Eason

Name:

Mike Eason

Title:

Mayor

Date:

November 15 2021

EXHIBIT "C"

Janssen Settlement Participation Form

Janssen Settlement Participation Form

Governmental Entity: City of Dawsonville	State: GA
Authorized Official: Mayor Mike Eason	
Address 1: 415 Hwy 53 E	
Address 2: Suite 100	
City, State, Zip: Dawsonville, GA 30534	
Phone: (706) 265-3256	
Email: mike.eason@dawsonville-ga.gov	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

11. The effective date of this Participation Form shall be the date on which the State of Georgia enters into the Janssen Settlement. In the event that the State of Georgia elects not to enter into the Janssen Settlement, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Georgia, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:



Name:

Mike Eason

Title:

Mayor

Date:

November 15, 2021

Subject Matter: Water/Sewer Rate Discount
Date of First Reading: November 1, 2021
Date of Second Reading: November 15, 2021
Date of Adoption: November 15, 2021

AN ORDINANCE OF THE CITY OF DAWSONVILLE, GEORGIA, TO PROVIDE FOR APPLICATION OF RATES TO CUSTOMER ACCOUNTS; TO PROVIDE FOR DISCOUNTS IN SPECIFICALLY APPROVED CIRCUMSTANCES; TO PROVIDE FOR METHODOLOGY FOR DETERMINING APPROVAL OF DISCOUNT; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE NUMBER 04-2021

WHEREAS, the City of Dawsonville Georgia operates a water and sewer utility system for which customers pay monthly fees in exchange for services provided;

WHEREAS, the City of Dawsonville recognizes that the provision of water and sewer service is a vital function to promote the health, prosperity, safety and general welfare of the City of Dawsonville and its citizens;

WHEREAS, the City of Dawsonville has been generally able to provide water and waste water service at lower rates than other providers of similar services within the geographical limits of Dawson County, Georgia;

WHEREAS, the City of Dawsonville is nevertheless open to exploring avenues for making this vital service more affordable to persons whose financial situation make even the City of Dawsonville's reasonable rates a fiscal challenge;

WHEREAS, it is often senior citizens living on fixed incomes who struggle with paying for water and sewer service even at the reasonable rates charged by the City of Dawsonville;

AND WHEREAS, part of providing more affordable rates and service to persons is making sure that the persons receiving the rates are entitled to them, while asking those who are able, to pay the normally applicable highly competitive rates.

NOW THEREFORE, premises considered, the Council for the City of Dawsonville hereby ordains as follows:

Section 1.

Chapter 14, Article II, Section 14.22 of the Code of Ordinances for the City of Dawsonville is hereby deleted in its entirety, and in its place is inserted a new Section 14.22 which shall read as follows:

Sec. 14-22. Rate schedule.

- (a) All water furnished by the City of Dawsonville to users or property situated within or without the corporate limits shall be metered and computed monthly and paid for at the rates set forth in section 2-110 of this Code.
- (b) All sewer service furnished by the City of Dawsonville to users or property situated within or without the corporate limits shall be computed monthly and paid at the rates set forth in section 2-110 of this Code.
- (c) Upon the approval of the utilities director for the City of Dawsonville, individuals and entities may purchase water in bulk from the city at a rate set out in section 2-110 of this Code.
- (d) Upon annual application to the city clerk, individuals may be eligible to receive an annual exclusion of 15% from the applicable rates as set forth in section 2-110 of this Code for water and sewer service furnished by the City of Dawsonville to property situated within or without the corporate limits if the applicant meets the following requirements:
 - 1. The applicant is age 65 or older at the time of application with the city clerk;
 - 2. The applicant's household has an annual gross income equal to or less than \$25,000.00;
 - 3. The applicant is the record owner or lessee of the property to be serviced; and
 - 4. The application is signed by the applicant and contains an affirmation by the applicant that the information contained in the application and all materials submitted with it are true and correct to the actual knowledge of the applicant.
- (e) Applications for annual exclusions under subsection (d) hereinabove shall be filed annually and, upon application, the applicant's qualification for the annual exclusion must be demonstrated by tendering to the city clerk the following, all of which shall be returned to the applicant after inspection and review by the clerk:
 - 1. A valid Georgia driver's license, birth certificate, passport or other government issued identification card demonstrating the applicant's date of birth, and
 - 2. A recorded deed or executed lease showing the applicant's right to possession of the property to be serviced with water and sewer by the City of Dawsonville;
 - 3. Financial information in compliance with the following:
 - a. A tax return or returns for the period of filing immediately preceding the submission of the application to the city clerk, which application must include all schedules and forms submitted as part of the tax return(s) and which must cover all household income for the property being serviced; OR,
 - b. In the event the applicant's household has total income of less than the amount required to file a tax return for the period in question, a statement from the Social Security Administration setting forth the total income received by the applicant and any other person residing therein, in the form of social security payments, which payments shall total less than the threshold for filing a tax return.
- (f) All applications for renewal of annual exclusions provided for in subsection (d) hereinabove shall be submitted from May 1 through and including June 30 of each successive calendar year and if not timely renewed, the exclusion shall lapse on June 30.

Section 2. Severability

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications

of the Ordinance which may be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 3. Repealer and Restatement.

All ordinances and resolutions and parts thereof in conflict herewith are repealed. However, to the extent not in conflict, all remaining ordinances, resolutions, or parts thereof shall not be amended or repealed and shall remain in full force and effect, except as expressly stated in this ordinance.

Section 4. Effective Date.

This ordinance shall take effect and be in force from and after its adoption.

SO ORDAINED this 15 day of November, 2021.

By: 
Mike Eason, Mayor



Caleb Phillips, Council Member Post 1

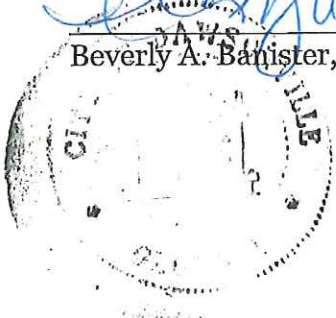

William Illg, Council Member Post 2


John Walden, Council Member Post 3


Mark French, Council Member Post 4

ATTEST:


Beverly A. Banister, City Clerk



Subject Matter: Stormwater Management
Date of First Reading: November 1, 2021
Date of Second Reading: November 15, 2021
Date of Adoption: November 15, 2021

AN ORDINANCE TO REGULATE POST DEVELOPMENT STORMWATER MANAGEMENT, TO PROVIDE FOR RESPONSIBILITY FOR MAINTENANCE OF FACILITIES, TO PROVIDE FOR PENALTIES, TO PROVIDE FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES

ORDINANCE NUMBER 05-2021

WHEREAS the City of Dawsonville has previously adopted an ordinance to regulate stormwater in and around the City of Dawsonville;

WHEREAS, the continued purpose of the City of Dawsonville stormwater ordinance is to ameliorate the impacts of post-development stormwater runoff, through the regulation of quality and quantity through both structural and non-structural measures;

WHEREAS, structural measures involving stormwater runoff require, from time to time, maintenance to ensure they remain operational and effective for their intended purpose;

AND WHEREAS, the responsibility for the periodic maintenance would be properly borne by the parties contributing stormwater to the infrastructure in need of maintenance.

NOW, THEREFORE, be it ORDAINED by the Mayor and City Council of the City of Dawsonville, and it is hereby enacted by the authority of the same:

Section 1. Definitions: the definition of the term "Person" is deleted in its entirety from Section 107-41, and in its place is inserted the following new definition of the term "Person."

Person means, except to the extent exempted from this chapter, any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the state, any interstate body or any other legal entity, in the singular or in the plural as the case may be under this Code.

Section 2. Maintenance responsibility: Section 107-191 of the Code of the City of Dawsonville is hereby deleted in its entirety, and in its place is inserted the following language which shall form a new Section 107-191:

§ 107-191. Maintenance Responsibility

- (a) Except as provided below, the owner of the property on which work has been done pursuant to this chapter for private stormwater management facilities, regional stormwater facilities, and stormwater BMPs, or any other person or agent in control

of such property, shall maintain in good condition and promptly repair and restore all grade surfaces, walls, drains, dams and structures, vegetation, erosion and sedimentation controls, and other protective devices. Such repairs or restoration and maintenance shall be in accordance with the approved inspection and maintenance agreement and covenant.

- (b) If the owner of the stormwater management facility, regional stormwater facility, or stormwater BMP is an owner's association, unit owners' association, or homeowners' association, the owner shall provide the city a copy of the association's recorded declaration. The declaration must provide:
1. That the facility or BMP is part of the common elements and shall be subject to the inspection and maintenance agreement and covenant;
 2. That membership in the association shall be mandatory and automatic for all unit owners or homeowners of the development and their successors;
 3. That the association shall have lien authority to ensure the collection of dues from all members;
 4. That the requirements of the inspection and maintenance agreement and covenant shall receive the highest priority for expenditures by the association except for any other expenditures which are required by law to have a higher priority;
 5. That a separate fund shall be maintained by the association for the routine maintenance, reconstruction and repair of the facilities and/or BMPs, separate from all other funds of the association; that it shall be kept in an account insured by the FDIC or by another entity acceptable to the city;
 6. That the routine maintenance, reconstruction, and repair fund shall contain at all times the dollar amount reasonably determined from time to time by city to be adequate to pay for the probable reconstruction and repair cost (but not routine maintenance cost) for a three-year period;
 7. That, to the extent permitted by law, the association shall not enter into voluntary dissolution unless the facilities and/or BMPs are transferred to a successor owner.
- (c) The city, in lieu of an inspection and maintenance agreement and covenant, may accept dedication of any existing or future stormwater management facility or BMP for maintenance, provided such facility or BMP meets all the requirements of this chapter, is in proper working order at the time of dedication, and includes adequate and perpetual access and sufficient area for inspection and regular maintenance. Such adequate and perpetual access shall be accomplished by granting of an easement to the city or through fee simple dedication to the city.
- (d) Stormwater management facilities and practices included in a stormwater management plan which are subject to an inspection and maintenance agreement and covenant must undergo ongoing inspections to document maintenance and repair needs and ensure compliance with the requirements of the agreement and covenant, the stormwater management plan, and this chapter.
- (e) In the event that a stormwater detention facility is located in a residential development which development does not have an owner's association, unit owners' association, or homeowners' association which is responsible for periodic maintenance of the facility, then and in that event the person, persons or owners,

whose properties contribute stormwater runoff to the detention facility, shall bear responsibility for the said periodic maintenance required to keep the detention facility working properly as determined by the City.

Section 3. Failure to Maintain: Section 107-195 of the Code of the City of Dawsonville is hereby deleted in its entirety, and in its place the following language is inserted as a new Section 107-195.

§ 107-195 Failure to Maintain

If a responsible person fails or refuses to meet the requirements of this chapter and/or the inspection and maintenance agreement and covenant, the City, after 30 days written notice (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours-notice shall be sufficient), may correct a violation of the design standards or maintenance requirements by performing the necessary work to place the facility or practice in proper working condition. The City may assess the parties responsible for maintenance of the facility penalties as described in § 107-240, or may assess for the cost of repair work which shall be a lien on the property, and may be collected in any manner allowed by law, including but not limited to the manner in which liens for taxes are collected.

Section 4. All Ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. This ordinance shall become effective upon adoption, the public good demanding the same.

SO ORDAINED THIS 15 DAY OF November, 2021.

By: 
Mike Eason, Mayor

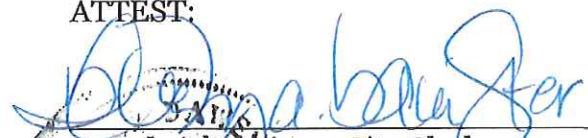

Caleb Phillips, Council Member Post 1

~~~~ **ABSTAINED (bab)**
William Illg, Council Member Post 2


John Walden, Council Member Post 3


Mark French, Council Member Post 4

ATTEST:


Beverly A. Batister, City Clerk

