

**AGENDA**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, September 19, 2022**  
**5:00 P.M.**

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1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
  - a. Approve Minutes
    - Regular Meeting and Work Session held August 15, 2022
    - Executive Session held August 15, 2022
  - b. Approve Low Income Household Water Assistance Program Agreement
8. Employee Recognition
9. Proclamation – Chase Elliott Day
10. State Resolution for the 50<sup>th</sup> Anniversary of Burt’s Pumpkin Farm

**BUSINESS**

11. Standard Specifications for Roadway and Drainage Systems Amendment
12. Impact Fee Study Agreement with Georgia Mountain Regional Commission
13. Special Event with Alcohol - Bootleggers Bar & Grill, October 21 – 23, 2022
14. Funding for Development of Well #112
15. Intergovernmental Agreement Amendment Regarding a Trail to the Library

**WORK SESSION**

16. 2023 Solid Waste Collection Service Rate and Establish Service Charge
17. 2023 Meeting Calendar Review

**STAFF REPORTS**

18. Bob Bolz, City Manager
19. Robin Gazaway, Finance Administrator

**EXECUTIVE SESSION, IF NEEDED**

**ADJOURNMENT**

***The next scheduled City Council meeting is Monday, October 3, 2022***

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



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7

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SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 09/19/2022

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PURPOSE FOR REQUEST:

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

- a. **Approve Minutes**
    - **Regular Meeting and Work Session held August 15, 2022**
    - **Executive Session held August 15, 2022**
  - b. **Approve Low Income Household Water Assistance Program Agreement**
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DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7a

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SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 09/19/2022

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST:

**TO APPROVE THE MINUTES FROM:**

- **REGULAR MEETING AND WORK SESSION HELD AUGUST 15, 2022**
  - **EXECUTIVE MEETING HELD AUGUST 15, 2022**
- 

HISTORY/ FACTS / ISSUES:

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OPTIONS:

**AMEND OR APPROVE AS PRESENTED**

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly Banister, City Clerk

**MINUTES**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, August 15, 2022**  
**5:00 P.M.**

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1. **CALL TO ORDER:** Mayor Eason called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Present were Councilmember John Walden, Councilmember Mark French, Councilmember Caleb Phillips, Councilmember William Illg, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utilities Operation Manager Jacob Barr, Finance Administrator Robin Gazaway and Interim Planning Director Diane Callahan.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Illg.
4. **ANNOUNCEMENTS:** Mayor Eason reminded citizens the Farmer's Market has vendors on Wednesdays from 3:00 pm – 6:00 pm and Saturdays from 8:00 am - 1:00 pm. He also stated the City Council only has one meeting scheduled next month; September 19, 2022.
5. **APPROVAL OF THE AGENDA:** Motion to amend the agenda to remove item #11 and adding item #18 Ordinance #04-2022 made by J. Walden; second by W. Illg. Vote carried unanimously in favor.  
  
Attorney Tallant stated the advertising of Ordinance #04-2022 was done correctly to satisfy the Zoning Procedures Act so he is comfortable with removing the incorrect agenda item (#11) and adding it as item #18.  
  
Motion to approve the agenda as amended made by C. Phillips; second by M. French. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** Paul Winschuh, 375 Angela Lane, Dawsonville – He approached the City Council about consideration of placing a shed within the rear setbacks on his property. The Council advised him to work with the Planning and Zoning department.
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a,b) made by M. French; second by C. Phillips. Vote carried unanimously in favor.
  - a. Approve Minutes
    - Regular Meeting held August 1, 2022
  - b. Approve Permit Fee Waiver Request – Dawson County Sheriff's Office – **Fees of \$840.00 waived for Permit No. C2300011**
8. **EMPLOYEE RECOGNITION:** The Mayor and Council presented Blake Croft with the July 2022 Employee of the Month award.
9. **AWARD ANNOUNCEMENT – CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING FY 2021:** Finance Director Gazaway reported the City has received the award again for financial reporting from GFOA and presented it to the City Council. She further stated the City has received the award since 2014.
10. **PROCLAMATION – NATIONAL HEALTH CENTER WEEK AUGUST 7 – 13, 2022:** Mayor Mike Eason read the proclamation.
11. Removed from the agenda.

#### **BUSINESS**

12. **IMPACT FEE STUDY:** Motion to reject all bids received for the City of Dawsonville Impact Fee Study RFP made by M. French; second by J. Walden. Vote carried unanimously in favor.
13. **MILLAGE RATE FOR TAX YEAR 2022:** Motion to set the 2022 millage rate to 8.304 and roll it back to zero made by M. French; W. Illg. Vote carried unanimously in favor.

#### **WORK SESSION**

14. **STANDARD SPECIFICATIONS FOR ROADWAY AND DRAINAGE SYSTEMS AMENDMENT:** Motion to amend the Standard Specifications for Roadway and Drainage Systems, Division III, Section 1.11 to include option #1 and an additional stipulation which requires video inspection for

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infrastructure constructed prior to January 1, 2020 prior to dedication to the City made by C. Phillips; second by W. Illg. Vote carried unanimously in favor.

- 15. PARKING ORDINANCE:** Public Works Director Hansard presented the ordinance and asked for feedback from the City Council. Mayor Eason asked the City Council to review the ordinance and provide their comments to staff. Short discussion occurred.

**STAFF REPORTS**

- 16. BOB BOLZ, CITY MANAGER:** City Manager Bolz provided his report in the agenda packet and reported the leak adjustment for the previous month was \$374.00 and the water meter replacement project is underway.
- 17. ROBIN GAZAWAY, FINANCE ADMINISTRATOR:** Finance Director Gazaway presented the financial reports representing fund balances and activity provided through July 31, 2022.

**PUBLIC HEARING**

- 18. ORDINANCE #04-2022: AN ORDINANCE BY THE CITY OF DAWSONVILLE TO AMEND ITS DEVELOPMENT REGULATIONS; TO ADDRESS BUFFERS; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR SEVERABILITY; AND FOR OTHER PURPOSES (FIRST READING: AUGUST 1, 2022; PUBLIC HEARING, SECOND READING AND CONSIDERATION TO ADOPT: AUGUST 15, 2022):** City Manager Bolz read the second reading of the ordinance amendment.

Motion to open the public hearing made by W. Illg; second by C. Phillips. Vote carried unanimously in favor. Mayor Eason conducted the public hearing. No one spoke in favor of or opposition to the request. Motion to close the public hearing made by M. French; second by J. Walden. Vote carried unanimously in favor.

Motion to adopt Ordinance No. 04-2022 made by W. Illg; second by C. Phillips. Vote carried three in favor (Illg, Phillips, Walden) with one opposed (French). (Exhibit "A")

**EXECUTIVE SESSION**

At 5:27 p.m. a motion to close regular session and go into executive session for potential/pending litigation was made by C. Phillips; second by M. French. Vote carried unanimously in favor.

**Councilmember Phillips left the meeting.**

At 6:01 p.m. a motion to close executive session was made by M. French; second by J. Walden. Vote carried unanimously in favor (3-0)

Motion to resume regular session was made by M. French; second by W. Illg. Vote carried unanimously in favor (3-0)

**ADJOURNMENT:**

At 6:04 p.m. a motion to adjourn the meeting was made by J. Walden; second by M. French. Vote carried unanimously.

***Approved this 19<sup>th</sup> day of September 2022.***

By: CITY OF DAWSONVILLE

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

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

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

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

\_\_\_\_\_  
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 Michael Eason, Councilmember John Walden, Councilmember Caleb Phillips, Councilmember William Ilg, 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 August 15, 2022.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5:27 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 15<sup>th</sup> day of August; By the City of Dawsonville, Mayor and Council:

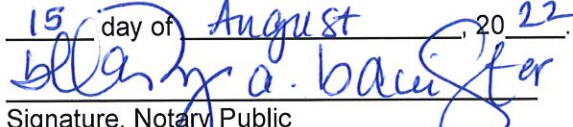
  
Mike Eason, Mayor

  
Caleb Phillips, Councilmember Post #1

  
William Ilg, Councilmember Post #2

  
John Walden, Councilmember Post #3

  
Mark French, Councilmember Post #4

Sworn to and subscribed before me this  
15 day of August, 2022  
  
Signature, Notary Public

My Commission expires: Feb 18, 2024



Subject Matter: Zoning Amendment - Buffers  
Date of First Reading: August 1, 2022  
Date of Second Reading and Public Hearing: August 15, 2022  
Date of Adoption: *August 15, 2022*

**ORDINANCE NO. 04-2022**

**AN ORDINANCE BY THE CITY OF DAWSONVILLE TO AMEND ITS DEVELOPMENT REGULATIONS; TO ADDRESS BUFFERS; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR SEVERABILITY; AND FOR OTHER PURPOSES**

**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;

**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 the protection and preservation of natural resources, the environment, vital areas, and land use;

**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;

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

**WHEREAS**, this Ordinance is necessary for the purpose of promoting the health, safety, morals, convenience, order, prosperity, and general welfare of the City of Dawsonville (the "City");

**AND WHEREAS**, the Mayor and City Council of the City desire to exercise their authority to adopt this ordinance.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF DAWSONVILLE HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1.**

Appendix A, Article VIII, of Subpart B of the Code of Dawsonville, Georgia, **Section 802: Buffer Required** is hereby amended by repealing the existing Section 802, and replacing it with the following which shall be a new Section 802:



**Sec. 802. Buffer required.**

Property zoned for commercial and industrial uses shall provide a buffer, as defined by these regulations, along any rear or side property lines abutting a residential district or abutting an alley across from a specified residential district, provided that no buffer shall extend within 15 feet of a public right-of-way line. Minimum buffer widths shall be established in accordance with the following stipulations.

1. When an HB, CBD, or NB district abuts a residential district, a setback of 40 feet shall be provided, including a 30-foot buffer.
2. When an LI or CIR district abuts a residential district, a setback of 60 feet shall be provided, including a 50-foot buffer.
3. When any district abuts a TB district, a ten-foot planted landscape buffer shall be provided on property which abuts the TB district.
4. Properties zoned residential in common subdivision developments, other than R1 developments, shall provide a 20-foot undisturbed buffer along any of the development adjoining property lines.

It shall be the responsibility of the developer to designate required buffers on construction plans and provide tree save to delineate buffer areas to ensure that existing vegetation within required buffers is maintained, unless disturbance of the buffer is approved by the planning director or designee as specifically provided herein. Wherever a buffer, in the determination of the Planning Director or his designee, is so sparsely vegetated that it does not achieve the buffer purpose of visually screening and separating properties, it shall be the duty of the developer to provide for additional plantings to achieve that purpose.

Prohibited buffer encroachments include, but are not limited to, buildings, pavement, parking, service areas, detention ponds, roads, septic tanks, septic drain fields, walls.

A buffer may be disturbed for approved access and utility crossings including, but not limited to, water and sewer lines, drainage pipes, drainage swells, privacy fence and gas lines if it does so via perpendicular crossing. Privacy fence installed parallel shall be installed along adjoining property line and or along the 20-foot buffer line. In addition, the removal of non-native, invasive species is allowed within the buffer zone at the discretion of the planning director. Any approved buffer disturbance must be accompanied by buffer replanting in order to achieve the buffer purpose of visual screening and separation.

It shall be the responsibility of the property owner of the lot to be used or built upon to maintain existing vegetation within required buffers and to replant where sparsely vegetated or install fencing as approved to achieve the desired screening. Installation of vegetation or fencing may be phased in accordance with approved building plans.

**SECTION 2.**

If any section, provision or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application

of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent that this Ordinance would have been adopted had such invalid portion not been included herein.

**SECTION 3.**

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

**SECTION 4.**

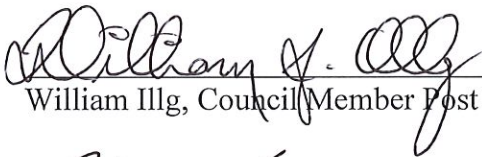
This ordinance shall become effective upon adoption, the public good demanding the same.

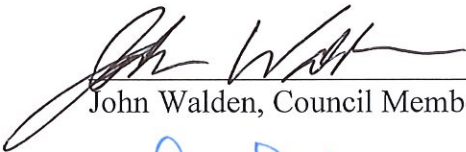
**SO ADOPTED AND ORDAINED** by the City Council of Dawsonville, Georgia, this 15 day of August, 2022.

**MAYOR AND DAWSONVILLE CITY COUNCIL**

By:   
Mike Eason, Mayor

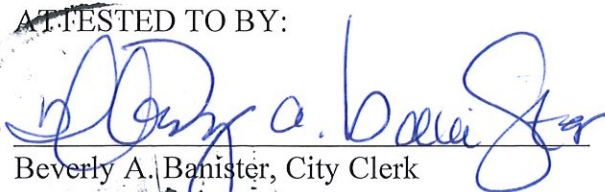
  
Caleb Phillips, Council Member Post 1

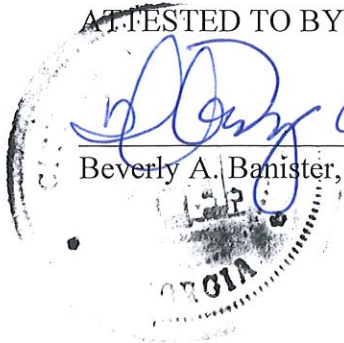
  
William Illg, Council Member Post 2

  
John Walden, Council Member Post 3

  
Mark French, Council Member Post 4

ATTESTED TO BY:

  
Beverly A. Banister, City Clerk





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7b

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SUBJECT: APPROVE LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM AGREEMENT

CITY COUNCIL MEETING DATE: 09/19/2022

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

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

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

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PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL FOR AGREEMENT TO PARTICIPATE IN LIHWAP**

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HISTORY/ FACTS / ISSUES:

- **THIS WILL BE THE SECOND YEAR WE PARTICIPATE – IT WAS A GREAT BENEFIT TO SOME OF OUR RESIDENTS LAST YEAR**
- **LEGISLATION PASSED TO PROVIDE ASSISTANCE TO ELIGIBLE RESIDENTS FOR WATER/WASTEWATER UTILITY BILLS**
- **PAYMENTS ARE MADE DIRECTLY TO THE SERVICE PROVIDER (SIGNED AGREEMENT REQUIRED)**
- **ELIGIBILITY IS DETERMIND BY OUR LOCAL COMMUNITY ACTION AGENCY WHICH IS THE NINTH DISTRICT OPPORTUNITY**
- **PROGRAM IS SIMILAR TO LIHEAP – LOW INCOME HOME ENERGY ASSISTANCE PROGRAM**
- **AGREEMENT APPROVED BY CITY ATTORNEY**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

**APPROVE AS PRESENTED**

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REQUESTED BY: Beverly Banister, City Clerk



**AGREEMENT  
BETWEEN**

**THE GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY  
AND CHILDREN SERVICES**

**AND**

**CITY OF DAWSONVILLE**

*[Name of Home Water Supplier]*

**FOR**

**THE LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)**

This Agreement ("Agreement") is made and entered into by and between the Georgia Department of Human Services, Division of Family and Children Services ("DHS-DFCS") and CITY OF DAWSONVILLE ("Home Water Supplier"), each individually a "Party" and collectively referred to as the "Parties" and shall be effective upon the date of last signature by the authorized representatives of the Parties ("Effective Date").

**WHEREAS**, DHS is the State agency that administers and sets parameters for a statewide system of programs and services that provide public assistance to the disadvantaged, disabled and elderly residents of the State of Georgia (the "State") through a network of other agencies and organizations, pursuant to O.C.G.A. § 49-2-1 et seq.;

**WHEREAS**, Home Water Supplier refers to any private or public entity in the business of supplying water for human consumption and/or wastewater related services to customers through public water systems, such as pipelines.

**WHEREAS**, DHS and Home Water Supplier are empowered to enter into this Agreement pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I, as an intergovernmental agreement.

**WHEREAS**, DHS and Home Water Supplier enter this Agreement for the provision of federal funds to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, and rate reduction to assist low-income households with water and wastewater reconnection and ongoing services for households eligible for the Low-Income Household Water Assistance Program ("LIHWAP"). The term "arrearage" includes any past due balance on an account.

**WHEREAS**, DHS operates LIHWAP in accordance with Term Eleven in the Supplemental Terms and Conditions, incorporated in this Agreement as **Attachment A**, as set forth by the United States Department of Health and Human Services' Administration for Children and Families, Office of Community Services. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic with the public health focus of ensuring that eligible low-income households have access to drinking water and wastewater services.

**WHEREAS**, DHS and Home Water Supplier acknowledge that the services provided under this Agreement are governed by and subject to the federal and state laws and regulations in accordance with LIHWAP and its Supplemental Terms and Conditions (**Attachment A**).

**NOW THEREFORE**, in consideration of the mutual agreements and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **1. PARTIES' JOINT RESPONSIBILITIES**

The Parties agree to:

1.1. Maintain regular communication with each other, in all matters, as needed throughout the duration of the Agreement.

1.2. Work in partnership with each other and with each Party's authorized representatives and contractors in the provision of the services and such other goals as may be mutually agreed upon by the Parties.

1.3. Provide information and documentation as reasonably necessary to meet the obligations of this Agreement.

1.4. Cooperate in good faith with any audit or financial reviews conducted by the other Party or any other authorized entity regarding this Agreement. This includes maintaining and providing information descriptive of the services required under this Agreement necessary for the other Party to meet any reporting requirements imposed by State or federal law.

## **2. HOME WATER SUPPLIER RESPONSIBILITIES**

Home Water Supplier agrees to:

### **General:**

2.1. Provide DHS-DFCS a copy of the Employer Identification Number document, which was issued to the Home Water Supplier and which displays the number used by the IRS as the Home Water Supplier's tax identification number.

2.2. Provide DHS-DFCS with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding LIHWAP household accounts, including but not limited to bills, payments, and services.

2.3. Notify DHS-DFCS immediately when the tax identification number is changed. A new W-9 form will be completed and returned to DHS-DFCS.

2.4. Notify DHS-DFCS within 10 days when the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes.

2.5. For privately owned Water Companies: Notify DHS-DFCS if the Home Water Supplier owner or an employee of the Home Water Supplier is also employed by DHS-DFCS or a member of his/her immediate family is employed by the DHS-DFCS. ("Immediate family" means either a spouse or any other person who resides in the same household as the owner/employee and who is a dependent of the owner.)

2.6. For the purpose of monitoring compliance with this Agreement and LIHWAP program compliance, the Home Water Supplier agrees to allow representatives of the Community Action Agency and DHS-DFCS access to all account information for the LIHWAP recipients.

2.7. The provisions found at Section 5 of this Agreement are hereby incorporated.

**Financial Information/Billing:**

2.8. Provide drinking water and/or wastewater services to each eligible and approved residential household, for which payment is provided under this Agreement.

2.9. Charge LIHWAP households using the Home Water Supplier's normal billing process.

2.10. Apply LIHWAP funds for currently open/active accounts, only, as follows:

2.10.1. Do not apply LIHWAP funds to any closed/inactive accounts.

2.10.2. If there is an arrearage on an open/active account, apply all LIHWAP funds to the arrearage on the account first. All remaining payment shall be applied to the customer's current account balance, which may result in a credit on the account. If the water services have been disconnected, the Home Water Supplier agrees to restore water services within 10 business days upon the receipt of the payment from LIHWAP.

2.10.3. If there are no arrears on an open/active account, apply all LIHWAP funds to the customer's current account balance, which may result in a credit on the account.

2.10.4. Charge all LIHWAP households the same rate for home drinking water and/or wastewater services that the Home Water Supplier bills to non-LIHWAP households.

2.10.5. Do not apply LIHWAP payments to account balances that have previously been written off.

2.10.6. Do not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts.

2.10.7. Post all payments to customer accounts within 5 business days of receiving the payment.

2.10.8. Clearly notate and distinguish on all LIHWAP household accounts, the LIHWAP funds that are applied to the account.

2.10.9. After LIHWAP funds are applied to an account, include on the customer's next billing statement information concerning all LIHWAP funds applied to the account.

2.11. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to DHS-DFCS.

2.12. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.

2.13. Cooperate with any Federal, State, or local investigation, audit, or program review. Allow DHS-DFCS representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.

2.14. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.

2.15. Take corrective action in the timeframe specified by the DHS-DFCS if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Home Water Supplier into compliance.

2.16. Understand that failure to implement corrective actions may result in the immediate disqualification from participation in the LIHWAP.

**Data Collection:**

2.17. DHS-DFCS requires the Home Water Supplier to maintain data regarding performance measures, which includes but may not be limited to:

2.17.1. Written information to DHS-DFCS on an eligible household's home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods even when it may be from a prior occupant household. If the eligible household has been a customer for less than 12 months, the Home Water Supplier will provide LIHWAP with the requested data and include the number of months that the data supports.

2.17.2. The itemized amount, cost, and type of water assistance and services provided for eligible households approved for assistance under this award.

2.17.3. The type of water assistance used by the eligible household, i.e., drinking

water, wastewater etc.

2.17.4. The impact of the LIHWAP benefit on the LIHWAP household (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).

2.18. The performance measures data must be provided at no cost to DHS-DFCS nor the account holder and provided to DHS-DFCS within a timeframe specified by DHS-DFCS. Additionally, the performance measures data must be provided in the format requested by DHS-DFCS (or an authorized agent for the DHS-DFCS) for the purposes of verification, research, evaluation, analysis, and reporting. Prior to requesting performance measures data, DHS-DFCS will obtain authorization for release of information from the LIHWAP applicant.

### **3. DHS-DFCS RESPONSIBILITIES**

DHS-DFCS agrees to:

3.1. DHS-DFCS will evaluate the relationship to determine if there is a conflict of interest that will preclude the Home Water Supplier from providing LIHWAP services to a designated locality(s). (Conflict of Interest is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.)

3.2. Not serve as the Home Water Supplier for a household in which s/he is a current recipient of assistance from the LIHWAP. (For these purposes, current will be defined as during the present federal fiscal year. Applies to privately owned Water Companies).

3.3. Not serve as the Home Water Supplier for a dwelling/property that s/he owns. (Applies to privately owned Water Companies).

### **4. TERM**

4.1. This Agreement shall begin on the Effective Date and shall continue until September 30, 2023, unless terminated earlier pursuant to **Section 7, Termination**; provided, however, that termination or expiration of this Agreement shall not affect any obligations, representations, or warranties, which by their nature survive termination or expiration. Thereafter, this Agreement may be renewed by the Parties for an additional term, which shall begin on October 1 and end at midnight on September 30, of the following year ("Renewal Option") as follows:

4.2. The terms and conditions in effect at the time of the renewal shall apply to each renewal term. DHS-DFCS shall send Home Water Supplier written notice memorializing the Parties' intent to exercise a renewal option under this Agreement. Renewal is not automatic.



## 5. PAYMENT

5.1. All funds for payment made pursuant to this Agreement will be paid directly to the Home Water Supplier by a DHS-DFCS contracted Community Action Agency, as outlined in this Agreement. "Responsibilities of the Community Action Agency" are detailed in **Attachment B** of this Agreement.

5.2. If a Community Action Agency notifies the Home Water Supplier that a payment is a duplicate or was sent in error, the refund check must be made payable to the Community Action Agency within 10 business days of notification. The Home Water Supplier shall refund only the portion of the payment that was a duplicate or the portion of the payment that was sent in error. Do not return the entire check.

5.3. If the Home Water Supplier receives notification that a LIHWAP payment has not posted to the correct account, the Home Water Supplier must credit the LIHWAP payment to the correct account within 5 business days.

## 6. RELATIONSHIP OF THE PARTIES

6.1. Neither Party is an agent, employee, assignee or servant of the other. It is expressly agreed that this Agreement is not to be construed as creating a partnership, joint venture, master-servant, principal-agent, or other relationship for any purpose whatsoever. Furthermore, neither Party is authorized to or has the power to obligate or bind the other by contract, agreement, warranty, representation or otherwise in any manner whatsoever.

## 7. TERMINATION

7.1. This Agreement may be cancelled or terminated, in whole or in part:

7.1.1. For convenience of either Party upon delivery of thirty (30) calendar days' written notice of intent to do so, signed by a duly authorized representative of either Party;

7.1.2. By operation of law or act of the General Assembly, so as to render the fulfillment of the Agreement infeasible; and

7.1.3. In the event sufficient appropriated, otherwise obligated funds no longer exist for the payment of a Party's obligations hereunder.

7.2. In the event of termination of this Agreement for any reason, the Parties shall remain liable for only those amounts, if any, incurred up to and including the termination date, subject to appropriations and the payment terms of this Agreement. If the Parties fail to agree in whole or in parts as to the amounts with respect to monies to be paid in connection with the total or partial termination, **Section 13, Dispute Resolution**, shall govern.

## 8. DEFAULT

8.1. If there is an event of default, the non-defaulting Party shall provide written notice thereof requesting that the breach or noncompliance be remedied within the time period specified in the notice. If the breach or noncompliance is not remedied by such date, the non-defaulting Party may immediately terminate this Agreement, in whole or in part, without additional written notice.

## **9. LIMITATION OF LIABILITY**

9.1. No civil action may be brought under this Agreement by one Party against the other Party.

9.2. DHS-DFCS shall not be held liable for claims arising solely from the acts, omissions or negligence of Home Water Supplier. Home Water Supplier shall not be held liable for claims arising solely from the acts, omissions or negligence of DHS-DFCS.

## **10. CONFIDENTIALITY AND PERSONAL HEALTH INFORMATION**

10.1. All Parties herein shall abide by all state and federal laws, rules and regulations, and DHS policy on respecting confidentiality of an individual's records. The Parties herein further agree not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/client/customer, or responsible parent or guardian.

10.2. Pursuant to 45 C.F.R § 160.103, the Parties agree that DHS-DFCS is a "covered entity" as defined by the federal Standards for Privacy of Individually Identifiable Health Information. DHS-DFCS from time to time may disclose "protected health information" ("PHI") to carry out the functions of this Agreement. These disclosures relate to PHI created or acquired by DHS-DFCS in connection with programs it administers.

10.3. PHI disclosed pursuant to this Agreement is confidential information and will be subject to appropriate safeguards while in DHS-DFCS possession. PHI will not be re-disclosed by DHS-DFCS or its employees without the written consent of the individual to whom the PHI relates or that individual's authorized representative, except as may be required by compulsory legal process. PHI will be retained by DHS-DFCS as required by law and, as appropriate, will be destroyed only in accordance with approved records retention schedules.

10.4. DHS-DFCS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (hereinafter referred to as 'HIPAA'), to obtain satisfactory assurances that its Business Associates will provide appropriate safeguards to ensure the security, confidentiality and integrity of PHI that a Business Associate may receive or create on behalf of DHS-DFCS pursuant to this Agreement, and to document those assurances by entering into a Business Associate Agreement with certain entities that provide activities and/or services involving the use of PHI.

10.5. The Home Water Supplier who utilizes, accesses, or stores personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify DHS-DFCS of any breach or suspected breach in the security of such information. The Home Water Supplier shall allow DHS-DFCS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.

## **11. NOTICE**

11.1. All notices, requests, or other communications (excluding invoices) under this Agreement shall be in writing and either transmitted via overnight courier, electronic mail, hand deliver or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received.

**DHS-DFCS:**

**Project Leader**

Cynthia Bryant, MPH  
LIHEAP/CSBG/LIHWAP Unit Director  
2 Peachtree Street  
Suite 21-253  
Atlanta, GA 30303  
(404) 463-1679  
Cynthia.Bryant@dhs.ga.gov

**Contracts Administrator**

Contracts Manager  
Office of Procurement, Contracts and Vendor Management  
2 Peachtree Street, NW  
Suite 27-214  
Atlanta, Georgia 30303  
(404) 656-4861  
(770) 359-3276 (fax)

**Home Water Supplier**

**Refer to Attachment C for the Home Water Supplier's contact information.**

11.2. In the event a Party decides to identify a new or additional point-of-contact, said Party shall send written notification to the other Party identifying, the name, title, and address of the new point-of-contact. Identification of a new point-of-contact is not considered an amendment to this Agreement.

**12. AMENDMENTS IN WRITING**

12.1. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no amendment, modification or alteration of this Agreement will be valid or effective unless such modification is made in writing and signed by both Parties and affixed to this Agreement as an amendment. Except for the specific provisions of the Agreement which are amended, the Agreement remains in full force and effect after such amendment.

**13. COMPLIANCE WITH APPLICABLE LAWS**

13.1. The Parties agree to comply and abide by all federal and state laws, rules, statutes, case law, precedent, policies, or procedures that may govern the Agreement, or any of the Parties' responsibilities. To the extent that applicable federal and state laws, rules, regulations, statutes, case law, precedent, policies, or procedures - either those in effect at the time of the execution of this Agreement, or those which become effective or are amended during the life of the Agreement - require a Party to take action or inaction, any costs, expenses, or fees associated with that action or inaction shall be borne and paid by said Party.

## **14. ASSIGNMENT**

14.1. No Party may assign this Agreement, in whole or in part, without prior written consent of the other Party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect. If requested by DHS-DFCS, the Home Water Supplier shall furnish DHS-DFCS the names, qualifications, and experience of their proposed subcontractors. The Home Water Supplier shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.

## **15. DISPUTE RESOLUTION**

15.1. The Parties shall cooperate with each other in good faith and agree to amicably settle any differences expediently through negotiations. Outstanding issues shall be resolved between departmental unit management as appropriate. If no resolution can be reached at the appropriate unit level, the issue will be escalated to upper/ senior management for resolution. If no resolution can be reached at the upper/senior management level, the issue will be escalated to the commissioner level for resolution.

## **16. MISCELLANEOUS PROVISIONS**

16.1. Audits. The Parties may audit the performance of this Agreement following reasonable notice to the other. The Parties agree to cooperate with such audit and to furnish any and all records and information reasonable requested by the other.

16.2. Boycott of Israel. Home Water Supplier certifies that Contractor is not currently engaged in and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

16.3. Governing Law. This Contract and the rights and obligations of the Parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

16.4. Legislation. Each Party shall promptly notify the other Party of proposed legislation which may affect the subject matter of this Agreement.

16.5. Parties Bound. This Agreement is binding upon all employees, agents and third-party vendors of Home Water Supplier and DHS-DFCS and will bind the respective heirs, executors, administrators, legal representatives, successors and assigns of each Party.

## **17. WAIVER AND SEVERABILITY**

17.1. No failure or delay in exercising or enforcing any right or remedy hereunder by a Party shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent deemed to be omitted, and the balance of the Agreement shall remain enforceable.

## **18. COUNTERPARTS/ELECTRONIC SIGNATURES**

18.1. This Contract may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Any signature below that is transmitted by facsimile or other electronic means shall be binding and effective as the original.

## **19. ENTIRE AGREEMENT**

19.1. This Agreement together with attachments or exhibits, which are incorporated by reference, constitutes the complete agreement and understanding between the Parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

## **20. NONDISCRIMINATION**

20.1. The Home Water Supplier shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by state law relating to discrimination. Additionally, the Home Water Supplier shall not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.

## **21. FRAUD**

21.1. The Home Water Supplier will be permanently disqualified from participating in the LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to, intentionally providing false information to DHS-DFCS or knowingly allowing others to do so; intentional failure to notify the DHS-DFCS of a change in circumstances that affects payments received by the Home Water Supplier; intentionally accepting payments that the Home Water Supplier knows, or by reasonable diligence would know, the Home Water Supplier is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Home Water Supplier is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.

21.2. For overpayments received by the Home Water Supplier that are not the result of intent to defraud, the Home Water Supplier shall be required to repay the full amount to the Community Action Agency.

*(SIGNATURES ON FOLLOWING PAGE)*

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Low Income Household Water Assistance Program (LIHWAP)  
DHS-DFCS and Home Water Supplier

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the Parties agree to the terms and conditions of this Agreement and the undersigned duly authorized officers or agents of each Party have hereunto affixed their signatures on the day and year indicated below.

**GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY AND CHILDREN SERVICES**

\_\_\_\_\_  
Matthew Krull, Deputy Commissioner of  
Operations

Date:

CITY OF DAWSONVILLE

\_\_\_\_\_  
*[Name of Home Water Supplier]*

\_\_\_\_\_  
[Name of signatory]

\_\_\_\_\_  
[Title]

Date:



ADMINISTRATION FOR  
**CHILDREN & FAMILIES**

330 C Street, S.W., Washington, DC 20201 | [www.acf.hhs.gov](http://www.acf.hhs.gov)

### **SUPPLEMENTAL TERMS and CONDITIONS**

The **General Terms and Conditions** apply to all mandatory grant programs. These Supplemental Terms and Conditions are additional requirements applicable to the program named below.

By acceptance of awards for this program, the grantee agrees to comply with the requirements included in both the General and Supplemental Terms and Conditions for this program.

#### **Office of Community Services (OCS)**

#### **LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)**

Assistance Listing No. 93.568(B) (with modifications based on P.L. 116-260)

#### **APPLICABLE LEGISLATION, STATUTE, REGULATIONS**

1. The administration of this program is authorized under Section 533 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260. Consistent with legislative instructions, program requirements use existing processes, procedures, and policies currently in place to provide assistance to low-income households. In particular, OCS has closely modeled the Low Income Household Water Assistance Program's (LIHWAP) terms and conditions on assurances and requirements outlined in the Low Income Household Energy Assistance Act, 42 U.S.C. 8621 *et seq.*
2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is located under 45 CFR Part 75. In accordance with 45 CFR 75.101 applicability, this program must comply with 45 CFR Part 75 in its entirety. No exceptions have been identified.
3. Additional applicable regulations and requirements can be found in the General Terms and Conditions for Mandatory: Formula, Block and Entitlement Grants.

#### **COST SHARING OR MATCHING (NON-FEDERAL SHARE) OF PROGRAM FUNDING**

4. The federal financial participation rate (FFP) is 100 percent for this program. The federal award provides funds for 100 percent of allowable, legitimate program costs.
5. There is no non-federal cost share/matching required for this program. Program funds for this program are awarded with a 100 percent FFP rate for program costs.

#### **FINANCIAL REPORTING AND REQUIREMENTS**

6. The OMB approved Financial Reporting form for this program is the SF-425 Federal Financial Report SF-425 Federal Financial Report. Grantees must track and report on LIHWAP funds separately from appropriated LIHEAP funds.

- a. This report is submitted annually and must be submitted no later than December 30, which is 90 days following the end of each federal fiscal year (FFY).
  - b. A first interim report is due 90 days following the end of FFY 2021.
  - c. A second interim report interim report is due 90 days following the end of FFY 2022.
  - d. A final report (cumulative, covering the entire project period) is due 3 months following the end of FFY 2023.
7. Project Period. The project period for this award is synonymous with the obligation period, as follows: from the date of the award through the end of FFY 2023 (September 30, 2023). Any federal funds not obligated by the end of the obligation period will be recouped by this Department.
8. Liquidation Deadline. All obligated federal funds awarded under this grant must be liquidated no later than 3 months after the end of the project period (i.e., December 31, 2023). Any funds from this award not liquidated by this date will be recouped by this Department.
9. The following are the grant/fiscal requirements based on modifications of existing LIHEAP policies and requirements:
- a. The grantees may use up to 15 percent of grant funds for planning and administering the funds under this award. The grantee will pay from non-federal sources the remaining costs of planning and administering the program under this award and will not use federal funds for such remaining cost. Administrative costs of the owners or operators of public water systems or treatment works that may be charged to this award, if any, are subject to this limitation and must be included together with the grantee's costs of planning and administration when calculating compliance.
  - b. The grantee will ensure that fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursement of and accounting for federal funds paid to the state under this award, including procedures for monitoring the assistance provided under this award, and provide that the grantee will comply with the provisions of chapter 75 of title 31, United States Code (commonly known as the "Single Audit Act").
  - c. The grantee may expend funds for immediate expenses necessary for planning and administering the use of funds upon receipt of the award. However, prior to the expenditure of grant funds for any payments to owners or operators of public water systems or treatment works on behalf of low-income households, the grantee must submit an implementation plan for OCS review and acceptance in a format provided by OCS that will (a) include the eligibility requirements to be used by the state for each type of assistance to be provided under this grant, (2) describe the benefit levels to be used by the state, territory, or tribe for LIHWAP assistance, (3) describe any steps that will be taken to target assistance to households with high home water burdens, and (4) provide a plan of administration including a plan of oversight and monitoring of any subrecipient organizations comparable to the processes and procedures for comparable grant programs. Not later than May 30, 2021, OCS will make available a Model State and Tribal Implementation Plan format to be used in developing and submitting the implementation plan for review.

## **PROGRAM REPORTING AND REQUIREMENTS**

10. Grantees must track and report on LIHWAP program activities under this award separately from LIHEAP. The grantee must report annually on the following data elements, using an OMB-approved reporting format to be provided by OCS:
- a. the amount, cost, and type of water assistance provided for households eligible for assistance under this award;
  - b. the type of water assistance used by various income groups;



- c. the number and income levels of households assisted by this award;
- d. the number of households that received such assistance and include one or more individuals who are 60 years or older, include a household member with a disability, or include young children (ages 5 and younger);
- e. the impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff); and
- f. administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs and lessons learned.

11. The following are the program requirements, consistent with instructions in P.L. 116-260, Section 533 and consistent with existing program requirements for Low-Income Home Energy Assistance Program (LIHEAP) and other closely related programs:

- a. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the coronavirus, with the public health focus of ensuring that low-income households have access to safe and clean drinking water and wastewater services.
- b. Funds will be used to provide assistance to low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services. Assistance to households will be accomplished by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. Grantees may use LIHWAP funding to cover arrearages arising at any time, including prior to this award.
- c. Grantees shall, in carrying out programs funded with this grant, as appropriate and to the extent practicable, use existing processes, procedures, policies, and systems in place to provide assistance to low-income households, including by using existing programs and program announcements, application and approval processes.
  - i. Grant resources may be used to make payments only with respect to households in which one or more individuals are receiving the following:
    1. assistance under the State program funded under part A of title IV of the Social Security Act;
    2. supplemental security income payments under title XVI of the Social Security Act;
    3. food stamps under the Food Stamp Act of 1977;
    4. payments under section 415, 521, 541, or 542 of title 38, United States Code, or under section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or
    5. payments under the Low Income Home Energy Assistance Program (LIHEAP);  
or
  - ii. households with incomes that do not exceed the greater of the following:
    1. an amount equal to 150 percent of the poverty level for such state; or
    2. an amount equal to 60 percent of the state median income;
    3. except that a state, territory, or tribe may not exclude a household from eligibility in a fiscal year solely on the basis of household income if such income is less than 110 percent of the poverty level for the state; but, the state, territory, or tribe may give priority to those households with the highest home water costs or needs in relation to household income.
- d. The grantee will establish criteria and procedures for determining income eligibility comparable to established procedures and requirements for LIHEAP. The grantee will conduct outreach activities designed to ensure that eligible households, especially those with the lowest incomes,

that pay a high proportion of household income for drinking water and wastewater services, are made aware of the assistance available under this title and any similar assistance available under the Community Services Block Grant program or through other emergency relief such as the Pandemic Emergency Assistance Fund and the U.S. Department of Treasury's Emergency Rental Assistance Program.

- e. The grantee will coordinate its activities under this title with similar and related programs administered by the Federal Government and such state, territory, or tribe, particularly low-income utility support programs such as LIHEAP, the Community Services Block Grant (CSBG), Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF), the Social Service Block Grant, and the Emergency Rental Assistance Program.
- f. The grantee will provide, in a timely manner, that the highest level of assistance will be furnished to those households that have the lowest incomes and the highest water costs or needs in relation to income, taking into account family size, except that the state, territory, or tribe may not differentiate in implementing this section between the households described in condition 11(c)(i) and 11(c)(ii) (above).
- g. The grantee will establish policies, procedures, and benefit levels on behalf of households that prioritize continuity of water services, including prevention of disconnection and restoration water services to households for which water services were previously disconnected.
- h. The grantee will provide funds to owners or operators of public water systems or treatment works ("owners or operators") to reduce arrearages of and rates charged to eligible households for such services. For all payments to owners or operators on behalf of individual households, the grantee must establish procedures to:
  - i. notify, or require the owner or operator to notify, each participating household of the amount of assistance paid on its behalf;
  - ii. ensure that the owner or operator will charge the eligible household, in the normal billing process, the difference between the actual amount due and the amount of the payment made by the LIHWAP grant;
  - iii. ensure that any agreement the grantee enters into with an owner or operator under this paragraph will contain provisions to ensure that no household receiving assistance under this grant will be treated adversely because of such assistance under applicable provisions of state, territorial or tribal law or public regulatory requirements;
  - iv. ensure that the provision of payments to the owner or operator remains at the option of the grantee, in consultation with local subgrantees; and
  - v. ensure that the owner or operator provides written reconciliation and confirmation on a regular basis that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable.
- i. The amount of any home water assistance benefits provided under this program for the benefit of an eligible household shall not be considered income or resources of such household (or any member thereof) for any purpose under any State, Territorial, or Tribal law, including any law relating to taxation, public assistance, or welfare programs.
- j. The grantee will not exclude income-eligible households (described above in condition 11(c)(ii)) from receiving home water assistance benefits.
- k. The grantee will establish procedures to treat owners and renters equitably under the program assistance provided with these grant resources.

- i. The grantee will provide for timely and meaningful public participation in the development of a state, territory or tribe's LIHWAP implementation plan, such as publication and acceptance of comments via the grantee's website.
- m. The grantee will provide an opportunity for a fair administrative hearing to individuals whose claims for assistance under a LIHWAP plan are denied or are not acted upon with reasonable promptness. Administrative hearing opportunities will be comparable to and may utilize existing processes, procedures, and systems currently in place for the state, territory, or tribe's Low Income Home Energy Assistance grant.
- n. The grantee will be responsible for planning and prioritizing funds for households in communities throughout the state with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds. If the governing organization of any eligible tribal government or organization located within the state declines or is not able to successfully apply for available LIHWAP funds, the state grantee will then be responsible for including eligible households within the tribe's jurisdiction in its outreach and service coverage.
- o. LIHWAP grant funds may not be used by the grantee, or by any other person with which the grantee makes arrangements to carry out the purposes of this grant, for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility.
- p. The grantee will permit and cooperate with federal investigations undertaken in accordance with the following procedures:
  - i. OCS shall, after adequate notice and an opportunity for a hearing conducted within the affected state, territory, or tribe, withhold funds from any grantee that does not utilize its allotment substantially in accordance with the terms and conditions.
  - ii. OCS shall review and respond in writing in no more than 60 days to matters raised in complaints of a substantial or serious nature that a grantee (or any person with which the grantee makes arrangements to carry out the purposes of the grant) has failed to use funds in accordance with these terms and conditions. Any violation of any one of the terms and conditions that constitutes a disregard of such assurance shall be considered a serious complaint.
  - iii. If OCS determines that there is a pattern of complaints from any state, territory, or tribe during the grant period, OCS shall conduct an investigation of the use of funds received under this award by the grantee in order to ensure compliance with terms and conditions.
  - iv. The HHS Office of the Inspector General (OIG) may conduct an investigation of the use of funds received under this title by a state, territory, or tribe in order to ensure compliance with the provisions of this title.
  - v. In the event of an investigation conducted by OCS, OIG, or another federal entity designated by OCS, the grantee shall make appropriate books, documents, papers, and records available to the Secretary or the Comptroller General of the United States, or any of their duly authorized representatives, for examination, copying, or mechanical reproduction on or off the premises of the appropriate entity upon a reasonable request thereof.
  - vi. In conducting any investigation under the procedures described above, OCS will not request any information not readily available to such state, territory, or tribe, or require that any information be compiled, collected, or transmitted in any new form not already available.

## **REAL PROPERTY REPORTING**

12. Real Property Reports (SF-429s). The SF-429 Real Property forms are not applicable to this program. Purchase, construction, and major renovation are not an allowable activity or expenditure under this grant.

**EFFECTIVE PERIOD**

13. These program-specific Supplemental Terms and Conditions are effective on the date shown at the bottom of the pages of this document and will remain in effect until updated. They will be updated and reissued only as needed whenever a new program-specific statute, regulation, or other requirement is enacted or whenever any of the applicable existing federal statutes, regulations, policies, procedures, or restrictions are amended, revised, altered, or repealed.

---

**Signature of Governor's Authorized Official**

Name of State/Territory: Georgia

LIHWAP State/Territory Lead Agency: Georgia Division of Family and Children Services

I certify that the LIHWAP State/Territory Lead Agency has reviewed and will abide by the conditions outlined above.

— Candice  
X Broce  
Digitally signed by —  
Candice Broce  
Date: 2022.06.29  
14:17:38 -04'00'

Governor's Authorized Official

**RESPONSIBILITIES OF THE COMMUNITY ACTION AGENCY**

- a. Based on established criteria, determine household eligibility for LIHWAP based on the State's approved Grantee State Plan in a timely manner.
- a. Accept and process referrals from the Home Water Supplier for LIHWAP
- b. Provide payment to the Home Water Supplier after a household has been determined eligible for services rendered pursuant to this Agreement,
- c. Batch payments based on Home Water Supplier and application completion date. Home Water Supplier will receive paper checks with a report featuring Applicant Name, last four digits of the Social Security Number, Account Address, Account Number, Account Name, and Approved Benefit Amount from the administering Community Action Agency.
- d. To secure from each eligible household, as a part of their application for assistance, a written authorization for the release of information concerning the eligible household's account with the Home Water Supplier. The Community Action Agency represents and warrants to the Home Water Supplier that it has obtained an Authorization for Release of General and/or Confidential Information from account holders (or individuals authorized to act on behalf of such account holders) applying for assistance under LIHWAP. The Release authorizes any utility service provider, including the Home Water Supplier that participates in LIHWAP to provide to the Community Action Agency personal and/or confidential customer-specific information which may include, without limitation, utility account identification information such as names, addresses, social security numbers, and account numbers; utility account payment history and other account information such as account status, utility charges, payment history, past due amounts, pending deposits, current shut-off due dates or disconnection, current life support status (if applicable) payment arrangements, and history of energy assistance payments; general energy usage data such as energy consumption and amounts and costs of fuel used for up to twenty- four months (at no greater level of detail than monthly totals); and such other data as the Community Action Agency, and/or the State of Georgia determine is reasonably necessary. Accordingly, the Community Action Agency (1) shall notify the Home Water Supplier if any eligible household under LIHWAP at any time declines to authorize the Home Water Supplier to disclose such information to the

Community Action Agency or retracts or withdraws such authorization; (2) shall remove, redact, and destroy any information received from the Home Water Supplier for which the Community Action Agency has not received a Release or for which such authorization has been retracted or withdrawn; and (3) hereby indemnifies the Home Water Supplier from any and all losses, costs, damages or expenses incurred by the Home Water Supplier (including, but not limited to, reasonable attorneys' fees actually incurred) resulting from any claim, cause of action, or enforcement action arising from any information provided to the Community Action Agency, and/or in connection with the Home Water Supplier's participation in LIHWAP. This indemnity shall survive the expiration, cancellation, revocation, or termination of the Original Agreement, as amended herein.

- e. Notwithstanding the foregoing, the DHS-DFCS do not indemnify and/or hold harmless neither the Home Water Supplier nor the Community Action Agency. Further, all Party(ies) to this Agreement hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), the Department of Administrative Services (DOAS), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement due to any act or omission on the part of the Home Water Supplier, its agents, employees, subcontractors, or others working at the direction of the Home Water Supplier, or on the Home Water Supplier's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Agreement by the Home Water Supplier (collectively, the "indemnity Claims"). This indemnification extends to the successors and assigns of the Home Water Supplier, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Home Water Supplier. The Home Water Supplier shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.
- f. Be responsible for planning and prioritizing funds for households in communities throughout their serving area with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds.

## Water Utility Information Form

ATTACHMENT C

<b>Vendor Number:</b> A27	<b>Alias Name :</b> DAWSONVILLE																								
<b>Company / Legal Name:</b>	<b>Company Owner Name:</b>																								
<b>Type of Entity:</b> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td></td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> <td></td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td>Sole Proprietor</td> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;"><input type="radio"/></td> <td>Estate</td> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;"><input type="radio"/></td> </tr> <tr> <td>Partnership</td> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;"><input type="radio"/></td> <td>Trust</td> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;"><input type="radio"/></td> </tr> <tr> <td>Government Entity</td> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;"><input type="radio"/></td> <td></td> <td></td> <td></td> </tr> </table>		Yes	No		Yes	No	Sole Proprietor	<input type="radio"/>	<input type="radio"/>	Estate	<input type="radio"/>	<input type="radio"/>	Partnership	<input type="radio"/>	<input type="radio"/>	Trust	<input type="radio"/>	<input type="radio"/>	Government Entity	<input type="radio"/>	<input type="radio"/>				<b>Taxpayer Identification (ID) Number:</b>  <input type="radio"/> Social Security Number (SSN) Employer  <input type="radio"/> Identification Number (FEIN)  <input type="radio"/> Individual Taxpayer Identification Number (ITIN)
	Yes	No		Yes	No																				
Sole Proprietor	<input type="radio"/>	<input type="radio"/>	Estate	<input type="radio"/>	<input type="radio"/>																				
Partnership	<input type="radio"/>	<input type="radio"/>	Trust	<input type="radio"/>	<input type="radio"/>																				
Government Entity	<input type="radio"/>	<input type="radio"/>																							
<b>Utility:</b> Investor Owned: Yes <input type="radio"/> No <input type="radio"/> Cooperative: Yes <input type="radio"/> No <input type="radio"/> Municipal: Yes <input type="radio"/> No <input type="radio"/>																									
<b>Limited Liability Company (LLC)</b> Is the LLC incorporated? Yes <input type="radio"/> No <input type="radio"/> Single Member: Yes <input type="radio"/> No <input type="radio"/> Multiple Member: Yes <input type="radio"/> No <input type="radio"/>																									
<b>Program Primary Contact Name/Title:</b>																									
TRACY SMITH	<b>Primary Contact Telephone Number:</b> 706-203-4320																								
<b>Primary Contact Email Address:</b> WATER@DAWSONVILLE-GA.GOV	<b>Mailing Address for Payments:</b> 415 HWY 53 E SUITE 100																								
<b>Office Physical Address:</b> 415 HWY 53 E SUITE 100  DAWSONVILLE  GA 30534	DAWSONVILLE  GA 30534																								
	<b>Office Fax Number:</b>																								
<b>Contact Name/Title Regarding Payments:</b>	<b>Telephone Number Regarding Payments:</b>																								
<b>SERVICES PROVIDED AND BILLED BY HOME WATER SUPPLIER</b>																									
<b>Water Fees:</b> Yes <input type="radio"/> No <input type="radio"/>	<b>Wastewater/Sewer Fees:</b> Yes <input type="radio"/> No <input type="radio"/>																								

Low Income Household Water Assistance Program  
(LIHWAP) DHS-DFCS and Home Water Supplier

**HIGHLIGHT EACH COUNTY SERVED BY THIS COMPANY**

Yes  No  STATEWIDE (Check 'Yes' only if you serve the entire state.)

If 'Yes' is selected, please confirm that no other counties are selected.

If 'No' is selected, please confirm that you checked all the counties that you will be serving.

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> 001 Appling       | <input type="checkbox"/> 041 Dade       | <input type="checkbox"/> 081 Jefferson  | <input type="checkbox"/> 121 Richmond   |
| <input type="checkbox"/> 002 Atkinson      | <input type="checkbox"/> 042 Dawson     | <input type="checkbox"/> 082 Jenkins    | <input type="checkbox"/> 122 Rockdale   |
| <input type="checkbox"/> 003 Bacon         | <input type="checkbox"/> 043 Decatur    | <input type="checkbox"/> 083 Johnson    | <input type="checkbox"/> 123 Schley     |
| <input type="checkbox"/> 004 Baker         | <input type="checkbox"/> 044 DeKalb     | <input type="checkbox"/> 084 Jones      | <input type="checkbox"/> 124 Screven    |
| <input type="checkbox"/> 005 Baldwin       | <input type="checkbox"/> 045 Dodge      | <input type="checkbox"/> 085 Lamar      | <input type="checkbox"/> 125 Seminole   |
| <input type="checkbox"/> 006 Banks         | <input type="checkbox"/> 046 Dooly      | <input type="checkbox"/> 086 Lanier     | <input type="checkbox"/> 126 Spalding   |
| <input type="checkbox"/> 007 Barrow        | <input type="checkbox"/> 047 Dougherty  | <input type="checkbox"/> 087 Laurens    | <input type="checkbox"/> 127 Stephens   |
| <input type="checkbox"/> 008 Bartow        | <input type="checkbox"/> 048 Douglas    | <input type="checkbox"/> 088 Lee        | <input type="checkbox"/> 128 Stewart    |
| <input type="checkbox"/> 009 Ben Hill      | <input type="checkbox"/> 049 Early      | <input type="checkbox"/> 089 Liberty    | <input type="checkbox"/> 129 Sumter     |
| <input type="checkbox"/> 010 Berrien       | <input type="checkbox"/> 050 Echols     | <input type="checkbox"/> 090 Lincoln    | <input type="checkbox"/> 130 Talbot     |
| <input type="checkbox"/> 011 Bibb          | <input type="checkbox"/> 051 Effingham  | <input type="checkbox"/> 091 Long       | <input type="checkbox"/> 131 Taliaferro |
| <input type="checkbox"/> 012 Bleckley      | <input type="checkbox"/> 052 Elbert     | <input type="checkbox"/> 092 Lowndes    | <input type="checkbox"/> 132 Tattnall   |
| <input type="checkbox"/> 013 Brantley      | <input type="checkbox"/> 053 Emanuel    | <input type="checkbox"/> 093 Lumpkin    | <input type="checkbox"/> 133 Taylor     |
| <input type="checkbox"/> 014 Brooks        | <input type="checkbox"/> 054 Evans      | <input type="checkbox"/> 094 Macon      | <input type="checkbox"/> 134 Telfair    |
| <input type="checkbox"/> 015 Bryan         | <input type="checkbox"/> 055 Fannin     | <input type="checkbox"/> 095 Madison    | <input type="checkbox"/> 135 Terrell    |
| <input type="checkbox"/> 016 Bulloch       | <input type="checkbox"/> 056 Fayette    | <input type="checkbox"/> 096 Marion     | <input type="checkbox"/> 136 Thomas     |
| <input type="checkbox"/> 017 Burke         | <input type="checkbox"/> 057 Floyd      | <input type="checkbox"/> 097 McDuffie   | <input type="checkbox"/> 137 Tift       |
| <input type="checkbox"/> 018 Butts         | <input type="checkbox"/> 058 Forsyth    | <input type="checkbox"/> 098 McIntosh   | <input type="checkbox"/> 138 Toombs     |
| <input type="checkbox"/> 019 Calhoun       | <input type="checkbox"/> 059 Franklin   | <input type="checkbox"/> 099 Meriwether | <input type="checkbox"/> 139 Towns      |
| <input type="checkbox"/> 020 Camden        | <input type="checkbox"/> 060 Fulton     | <input type="checkbox"/> 100 Miller     | <input type="checkbox"/> 140 Treutlen   |
| <input type="checkbox"/> 021 Candler       | <input type="checkbox"/> 061 Gilmer     | <input type="checkbox"/> 101 Mitchell   | <input type="checkbox"/> 141 Troup      |
| <input type="checkbox"/> 022 Carroll       | <input type="checkbox"/> 062 Glascock   | <input type="checkbox"/> 102 Monroe     | <input type="checkbox"/> 142 Turner     |
| <input type="checkbox"/> 023 Catoosa       | <input type="checkbox"/> 063 Glynn      | <input type="checkbox"/> 103 Montgomery | <input type="checkbox"/> 143 Twiggs     |
| <input type="checkbox"/> 024 Charlton      | <input type="checkbox"/> 064 Gordon     | <input type="checkbox"/> 104 Morgan     | <input type="checkbox"/> 144 Union      |
| <input type="checkbox"/> 025 Chatham       | <input type="checkbox"/> 065 Grady      | <input type="checkbox"/> 105 Murray     | <input type="checkbox"/> 145 Upson      |
| <input type="checkbox"/> 026 Chattahoochee | <input type="checkbox"/> 066 Greene     | <input type="checkbox"/> 106 Muscogee   | <input type="checkbox"/> 146 Walker     |
| <input type="checkbox"/> 027 Chattooga     | <input type="checkbox"/> 067 Gwinnett   | <input type="checkbox"/> 107 Newton     | <input type="checkbox"/> 147 Walton     |
| <input type="checkbox"/> 028 Cherokee      | <input type="checkbox"/> 068 Habersham  | <input type="checkbox"/> 108 Oconee     | <input type="checkbox"/> 148 Ware       |
| <input type="checkbox"/> 029 Clarke        | <input type="checkbox"/> 069 Hall       | <input type="checkbox"/> 109 Oglethorpe | <input type="checkbox"/> 149 Warren     |
| <input type="checkbox"/> 030 Clay          | <input type="checkbox"/> 070 Hancock    | <input type="checkbox"/> 110 Paulding   | <input type="checkbox"/> 150 Washington |
| <input type="checkbox"/> 031 Clayton       | <input type="checkbox"/> 071 Haralson   | <input type="checkbox"/> 111 Peach      | <input type="checkbox"/> 151 Wayne      |
| <input type="checkbox"/> 032 Clinch        | <input type="checkbox"/> 072 Harris     | <input type="checkbox"/> 112 Pickens    | <input type="checkbox"/> 152 Webster    |
| <input type="checkbox"/> 033 Cobb          | <input type="checkbox"/> 073 Hart       | <input type="checkbox"/> 113 Pierce     | <input type="checkbox"/> 153 Wheeler    |
| <input type="checkbox"/> 034 Coffee        | <input type="checkbox"/> 074 Heard      | <input type="checkbox"/> 114 Pike       | <input type="checkbox"/> 154 White      |
| <input type="checkbox"/> 035 Colquitt      | <input type="checkbox"/> 075 Henry      | <input type="checkbox"/> 115 Polk       | <input type="checkbox"/> 155 Whitfield  |
| <input type="checkbox"/> 036 Columbia      | <input type="checkbox"/> 076 Houston    | <input type="checkbox"/> 116 Pulaski    | <input type="checkbox"/> 156 Wilcox     |
| <input type="checkbox"/> 037 Cook          | <input type="checkbox"/> 077 Irwin      | <input type="checkbox"/> 117 Putnam     | <input type="checkbox"/> 157 Wilkes     |
| <input type="checkbox"/> 038 Coweta        | <input type="checkbox"/> 078 Jackson    | <input type="checkbox"/> 118 Quitman    | <input type="checkbox"/> 158 Wilkinson  |
| <input type="checkbox"/> 039 Crawford      | <input type="checkbox"/> 079 Jasper     | <input type="checkbox"/> 119 Rabun      | <input type="checkbox"/> 159 Worth      |
| <input type="checkbox"/> 040 Crisp         | <input type="checkbox"/> 080 Jeff Davis | <input type="checkbox"/> 120 Randolph   |   |

Failure to identify all counties served may result in the denial of benefits for households.

Reviewer Initial

Date:





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 8

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SUBJECT: EMPLOYEE RECOGNITION

CITY COUNCIL MEETING DATE: 09/19/2022

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

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

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

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PURPOSE FOR REQUEST:

TO RECOGNIZE AND PRESENT THE FOLLOWING:

- SERVICE AWARDS FOR SEPTEMBER
  - AUGUST 2022 EMPLOYEE OF THE MONTH
- 

HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 9

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SUBJECT: PROCLAMATION – CHASE ELLIOTT DAY, AUGUST 27, 2022

CITY COUNCIL MEETING DATE: 09/19/2022

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

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

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

---

PURPOSE FOR REQUEST:

**TO READ AND PRESENT PROCLAMATION FOR CHASE ELLIOTT DAY TO HONOR HIS WIN FOR THE 2022 NASCAR CUP SERIES REGULAR SEASON**

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HISTORY/ FACTS / ISSUES:

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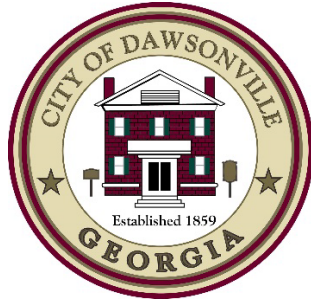
OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Mike Eason, Mayor



**BY THE MAYOR OF THE CITY OF DAWSONVILLE**

**A PROCLAMATION**

**CHASE ELLIOTT DAY**  
**August 27, 2022**

**WHEREAS**, Chase Elliott has won the 2022 NASCAR Cup Series Regular Season Championship ahead of the regular season finale at Daytona International Speedway making him the fifth driver to win the regular season crown since NASCAR started this award in 2017.

**WHEREAS**, Chase Elliott had four first place victories in the 2022 Regular Season at Dover Motor Speedway, Nashville Superspeedway, Atlanta Motor Speedway and Pocono Raceway. He also had ten top-five finishes, seventeen top-ten finishes and 688 laps led through the first twenty-five races and will lead the 2022 NASCAR Cup Series postseason playoffs with forty points.

**WHEREAS**, Chase Elliott won his first Cup Series Championship in 2020, his fifth full season in Cup, by capturing his fifth win of the season at Phoenix Raceway.

**WHEREAS**, Chase Elliott has seventeen career Cup Series wins and a win in the 2020 NASCAR All-Star Race at Bristol Motor Speedway.

**WHEREAS**, Chase Elliott was named the Most Popular Driver in the Cup Series in 2018 – 2021 and became the first rookie to win a NASCAR national division championship when he captured the Xfinity Series title in 2014.

**WHEREAS**, The City of Dawsonville is honored to recognize Chase Elliott for his outstanding performance and ultimate triumph in the 2022 NASCAR Cup Series Regular Season Championship as well as his past accomplishments including the 2020 Cup Series Championship.

**THEREFORE**, I, MIKE EASON, Mayor of the City of Dawsonville, Georgia, do hereby proclaim August 27, 2022 as **CHASE ELLIOTT DAY**.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Dawsonville to be affixed this 19<sup>th</sup> day of September in the year of our Lord, Two Thousand and Twenty-Two.

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

Attest:

\_\_\_\_\_  
Beverly Banister, City Clerk



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 10

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SUBJECT: STATE RESOLUTION FOR THE 50<sup>TH</sup> ANNIVERSARY OF BURT'S PUMPKIN FARM

CITY COUNCIL MEETING DATE: 09/19/2022

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

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

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

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PURPOSE FOR REQUEST:

**TO PARTICIPATE IN A STATE RESOLUTION SIGNED BY WILL WADE AND DAVID RALSTON TO HONOR THE 50<sup>TH</sup> ANNIVERSARY OF BURT'S PUMPKIN FARM**

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HISTORY/ FACTS / ISSUES:

**DAWSON COUNTY CHAMBER OF COMMERCE WILL ALSO HAVE A SPECIAL RIBBON CUTTING CEREMONY TO PRESENT TO JOHNNY AND KATHY BURT**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Mike Eason, Mayor



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 11

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SUBJECT: **STANDARD SPECIFICATIONS FOR ROADWAY AND DRAINAGE SYSTEMS AMENDMENT**

CITY COUNCIL MEETING DATE: 09/19/2022

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PURPOSE FOR REQUEST:

**TO REVIEW AND RATIFY AMENDMENT TO DIVISION III, SECTION 1.11 STORM WATER INFRASTRUCTURE DEDICATION AND STORM WATER INFRASTRUCTURE INSPECTION**

**\*\* SEE ATTACHED AMENDMENT AS DRAFTED BY CITY ATTORNEY**

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HISTORY/ FACTS / ISSUES:

- **COUNCIL VOTED TO APPROVE AMENDMENT ON 08/15/2022**
- **SPECIFICATIONS LAST UPDATED DECEMBER 6, 2021.**
- **APPROVAL WILL ELIMINATE THE REQUIRED STORM WATER INFRASTRUCTURE VIDEO/LASER/MANDREL TESTING WITH STIPULATIONS**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Kevin Tallant, City Attorney

Current **Division III section 1.11 Storm water Infrastructure Dedication** requirements will be eliminated and the following storm water infrastructure inspections will be required.

**Division III section 1.11 Storm Water Infrastructure Inspection.**

1. The owner, developer and or contractor shall provide the City of Dawsonville 24 hour notification to perform a pre-construction meeting.
2. Owner, developer and or contractor will notify the City of Dawsonville 24 hour to conduct a visual storm drain inspection of each individual line prior to backfill installation.
3. The required visual inspections will verify foundation stability, depth, slope, type of pipe, class of pipe, bell to spigot installation, location and manhole structure exterior connection and seal.
4. The City will perform the storm drain inspection within 48-hour.
5. The City will allow a third-party storm drain inspection if one of the two following conditions apply and receives City approval for the third-party inspection. Condition number one: Unfavorable weather conditions expected within 48-hour. Condition number two: City representative can not perform the required inspection within 24 hours.
6. Visual inspection of all storm water infrastructure will be required prior to final plat approval.
7. Visual inspection of all storm water infrastructure will be required prior to bond release and City dedication.
8. For any infrastructure presented for dedication to the City of Dawsonville which infrastructure was inspected, if at all, prior to January 1, 2020, video inspection is required before the infrastructure may be accepted. For such video inspections:
  - a. Video inspection will verify the pipe line is clear of debris, obstructions, ponding water, exposed reinforcing steel, joint offset, joint separation, rips, tears, cracks, holes, deviation from line and grade, and other anomalies not consistent with properly installed pipe.
  - b. Any and all matters which need repair as shown on video inspection shall be repaired before the City will accept dedication.



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 12

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SUBJECT: IMPACT FEE STUDY AGREEMENT WITH GEORGIA MOUNTAIN REGIONAL COMMISSION

CITY COUNCIL MEETING DATE: 09/19/2022

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

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

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

---

PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL OF CONTRACT WITH GMRC TO PROVIDE AN IMPACT FEE STUDY FOR THE CITY.**

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HISTORY/ FACTS / ISSUES:

- **AGREEMENT APPROVED BY CITY ATTORNEY**
  - **COST: \$15,000**
  - **RFP BIDS FOR IMPACT STUDY REJECTED BY COUNCIL ON 08/15/2022**
- 

OPTIONS:

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RECOMMENDED SAMPLE MOTION:

**STAFF RECOMMENDS APPROVING AGREEMENT**

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REQUESTED BY: Bob Bolz, City Manager

**PARTIES:** Georgia Mountains Regional Commission;  
City of Dawsonville

**SUBJECT:** Impact Fee Study

**TERM:** September 20, 2022 through January 31, 2023

### **AGREEMENT**

THIS AGREEMENT entered into this \_\_\_ day of \_\_\_\_\_, 2022 between the GEORGIA MOUNTAINS REGIONAL COMMISSION, hereinafter referred to as the "Commission", and CITY OF DAWSONVILLE, hereinafter referred to as the "City".

### **WITNESSETH:**

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto do hereby agree as follows:

1. Description of Services: The Commission will utilize tax records, demographic data, development records, and other pertinent information to assess the potential benefits and costs associated with the enactment of an Impact Fee program within the City of Dawsonville. The full outline of information covered in the study shall be such that the City considers it sufficient for evaluating the viability of such a program. The Commission shall also work with the City's attorney to ensure the information is considered sufficient for eventual program justification.

In delivering this study, the Commission will coordinate efforts with the City such that the procedures and data sources are approved, and that City leaders are made routinely aware of the status of the project. As needed, Commission will present information about the effort and the final study to the City's staff and elected officials, and make themselves available for any questions and/ or instruction.

2. Term of Agreement: The term of this Agreement shall be from September 20, 2022 through January 31, 2023.
3. Products to be Submitted: Upon completion of the process, the Commission will supply the City with an Impact Fee Study containing (at a minimum) the following elements:

**Assessment of Projected Needs** – Pertaining to the public services and facilities eligible for funding via impact fees under Georgia law, the Commission will work with City staff to identify the known and projected demands for the foreseeable future, developing an estimation of projected costs for capital improvements needed to service those demands. This will be used to calculate the potential expenses eligible for funding generated by impact fees.

**Analysis of Potential Impact Fee Schedules** – The Commission will assess possible fee schedules for the City by both comparing the rates and performances of impact fees from other area governments as well as with regard to effectively contributing to projected capital improvement expenses. The impact fee schedule shall assess impact fees in accordance with



O.C.G.A. § 36-71-4(a)(b)(c)(q) and (r) such that the City can utilize the study to move forward with the adoption of an impact fee ordinance. This will also include an analysis of project costs, adjustments, credits, etc.

**Assessment of Program Administration** – The Commission will provide information outlining how an Impact Fee Program must be managed in accordance with State law, an assessment of how other area programs are administered, and an evaluation of how Dawsonville might best administer a program of their own, if so chosen. This assessment will include discussions of administrative costs, management of appeals processes, compliance with annual State reporting, incorporating the program into the City’s Comprehensive Plan, and other aspects of managing the program.

In addition to the final deliverable, the Commission will provide the City with brief status reports on the first Monday of each month in October, November, and December. These reports will include an accounting of work completed within the past month, an identification of key tasks scheduled for the next month, and a statement of any concerns or issues occurring during the process.

A draft of the completed Impact Fee Study will be delivered to the City electronically by January 15, 2023. Once fully approved by the City administrator and any key staff, the Commission will produce final versions of the document and provide the City with two (2) paper copies and an electronic (pdf file) version.

4. Compensation: The City shall pay to the Commission a total of Fifteen Thousand Dollars (\$15,000.00) for the above-mentioned services and products. Payment schedule as follows:
  1. Upon fully executed contract - \$2,500
  2. November 15, 2022 - \$5,000
  3. January 15, 2022 - \$5,000
  4. Upon completion of the project and final map/digital data delivery - \$2,500

The City will be invoiced by the Commission for compensation.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. The Commission shall be compensated for all services rendered to and including the date of termination. City will also receive all products generated and work completed to that point by the Commission.
6. Entire Agreement; Modification: (a) This writing constitutes the entire agreement of the parties, and no representations are made or relied upon by either party other than those expressly set forth. (b) No modification, amendment waiver, termination or discharge hereof shall be binding upon either party unless executed in writing by the parties.
7. Execution in Duplicate: This Agreement is executed in duplicate, and each of the duplicates shall be deemed to be an original and shall have the same force and effect as if it alone had been executed by the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

GEORGIA MOUNTAINS REGIONAL  
COMMISSION

By:

\_\_\_\_\_  
Heather Feldman, Executive Director

\_\_\_\_\_  
George Wangemann, Chairman

Subscribed and sworn to  
in my presence:

\_\_\_\_\_  
Notary Public

(Seal)

CITY OF DAWSONVILLE

By:

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

Subscribed and sworn to  
in my presence:

\_\_\_\_\_  
Notary Public

(Seal)



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 13

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SUBJECT: **SPECIAL EVENT WITH ALCOHOL – BOOTLEGGERS BAR AND GRILL,  
OCTOBER 21-23, 2022.**

CITY COUNCIL MEETING DATE: 09/19/2022

---

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

- Funds Available from: \_\_\_\_\_ Annual Budget \_\_\_\_\_ Capital Budget \_\_\_\_\_ Other \_\_\_\_\_
- Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund \_\_\_\_\_ General Fund

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PURPOSE FOR REQUEST:

**TO CONSIDER APPROVAL FOR SPECIAL EVENT ALCOHOL PERMIT AND SITE PLAN FOR  
DAWSONVILLE HISTORY MUSEUM**

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HISTORY/ FACTS / ISSUES:

- EVENT TO BE LOCATED AT WINNER CIRCLE AT GEORGIA RACING HALL OF FAME ON, OCTOBER 21-23, 2022.
- PERMIT PREVIOUSLY APPROVED FOR THE GEORGIA RACING HALL OF FAME – MOONSHINE FESTIVAL OUTSIDE BAR, GREATER ATLANTA AUTO AUCTION AND MEMORIAL DAY CAR SHOW.
- STATE AND LOCAL PERMIT APPLICATION HAVE BEEN COMPLETED THROUGH THE STATE LICENSING PORTAL.
- REQUEST AND PRESENTATION BY MUSEUM DIRECTOR CINDY ELLIOTT.

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Diane Callahan, Interim Planning Director



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

(706)265-3256

Payment Due Upon Receipt

<b>INVOICE #</b>
12300166

INVOICE DATE: 08/29/22

DUE DATE: 09/28/22

ACCOUNT ID:  
 DAWSONVILLE HISTORY MUSEUM  
 CINDY ELLIOTT  
 415 HWY 53 EAST, STE 110  
 DAWSONVILLE, GA 30534

LICENSE INFORMATION  
 LICENSE ID: L2300040  
 NAME: BOOTLEGGERS BAR & GRILL  
 LOCATION: 415 HIGHWAY 53 EAST, STE 110

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		CITY SPECIAL EVENT ALCOHOL PER		
1.0000/EA	AL-083	CITY SPECIAL EVENT ALCOHOL PER	50.000000	50.00
			TOTAL DUE:	\$ 50.00
		Prn Payment: 08/29/22 VT		-50.00
			BALANCE:	\$ 0.00

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

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

INVOICE #: 12300166  
 DESCRIPTION: CITY SPECIAL EVENT ALCOHOL PER  
 ACCOUNT ID:  
 DUE DATE: 09/28/22  
 TOTAL DUE: \$ 0.00

DAWSONVILLE HISTORY MUSEUM  
 CINDY ELLIOTT  
 415 HWY 53 EAST, STE 110  
 DAWSONVILLE, GA 30534





**City of Dawsonville**  
 415 Highway 53 East Suite 100  
 Dawsonville, Georgia 30534  
 Phone: (706)265-3256  
 Email [permit.tech@dawsonville-ga.gov](mailto:permit.tech@dawsonville-ga.gov)  
 Website: [www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)

**City Special Event  
 Alcohol Permit Application  
 One per Event**

Application **MUST** be received a minimum of 10 days prior to the event with all documentation included. Permit **MUST** be picked up and displayed at the event along with State of Georgia Special Event Alcohol License. All requirements of Chapter 3 of Dawsonville's Code of Ordinances ([municode.com](http://municode.com)) and State law must be complied with. Notice will be provided to Dawson County Sheriff's Office.

Type of License:	Fee	Date Received
Special Event Alcohol Permit	\$50	

**INFORMATION:** Contact Person: Cindy Elliott Phone# \_\_\_\_\_  
 Name of Organization: Dawsonville History Museum dba GRHOF

State Special Event Alcohol License # \_\_\_\_\_ (may be filled in later if City permit obtained first; copy must be provided prior to event)

Address: PO Box 1561 / 415 Hwy 53 East Suite 110 Phone# \_\_\_\_\_

City: Dawsonville State: GA Zip: 30534

Email Address: \_\_\_\_\_

**LOCATION OF EVENT:** Contact Person at Location: Same as Above

Location Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone# \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax# \_\_\_\_\_

**EVENT INFO:** Date(s): Oct. 21-23 Time: Start: 7:00 a.m. / p.m. End: 9:00 a.m. / p.m.

Type of Event Moonshine Festival

# of Participants Expected 5,000 ↑ Alcohol to be served:  Inside  Outside

The following documents must be attached in order to process this application:

Operational Plan  Copy of servers' permits

**OATH:** I, Cindy Elliott, do solemnly swear, subject to the penalties of false swearing, that the information contained in this application is true and correct. In addition, I agree to abide by the rules and regulations of the City of Dawsonville's Alcohol Ordinance. I further understand that I am responsible for providing, at my own expense, the necessary licensed servers, security and emergency services

Cindy Elliott  
 Applicant's Signature

4/11/22  
 Date

**FOR OFFICIAL USE ONLY:**

Completed Application Date: \_\_\_\_\_ Amount Paid \$ \_\_\_\_\_ Check # \_\_\_\_\_ / Cash Received by \_\_\_\_\_

Copy of State Alcohol License Received  Operational Plan Received  Servers' Permits Received  Sheriff Notified \_\_\_\_\_

Approved by City Manager \_\_\_\_\_ Date \_\_\_\_\_  Special Event Alcohol Permit Issued \_\_\_\_\_

# Bootleggers Bar & Grill Moonshine Fest.

-  BAR
-  CARS
-  Merchadise

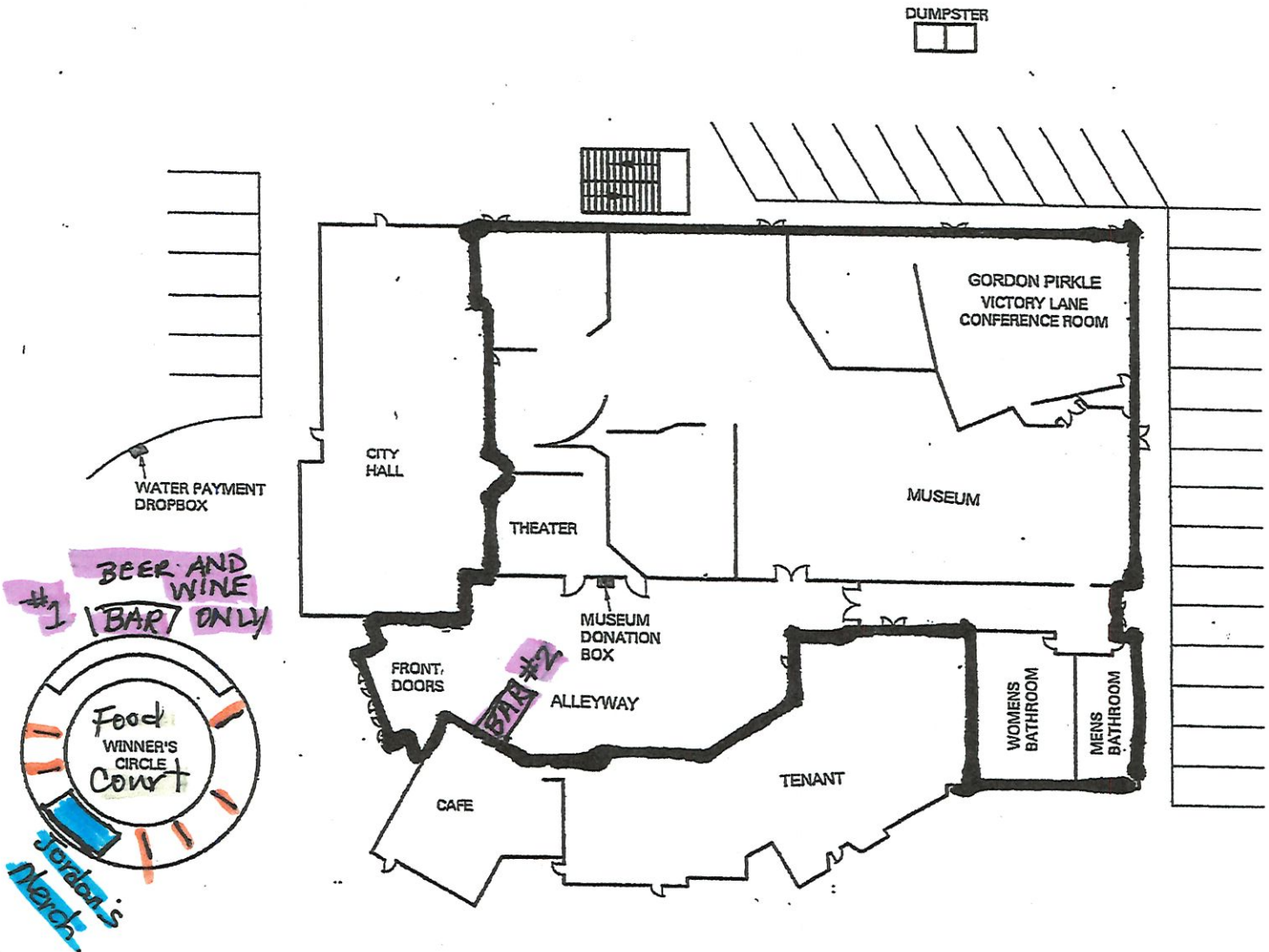


Exhibit "A"

# CITY OF DAWSONVILLE

CITY OF DAWSONVILLE  
415 HWY 53 EAST STE 100  
DAWSONVILLE GA 30534

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

**License Id:** L2300040                      **Issued Date:** 08/31/22  
**Effective Date:** 10/21/22                      **Expiration Date:** 10/23/22  
**License Type:** CITY SPECIAL EVENT ALCOHOL PER  
**Business Name:** BOOTLEGGERS BAR & GRILL  
**Legal Name:** GEORGIA RACING HALL OF FAME  
**Business Location:** 415 HIGHWAY 53 EAST, STE 110

DAWSONVILLE HISTORY MUSEUM  
CINDY ELLIOTT  
415 HWY 53 EAST, STE 110  
DAWSONVILLE, GA 30534



# 2022

**Summary of Services:**

**Description**  
CITY SPECIAL EVENT ALCOHOL PER

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

This License is a mere privilege subject to be revoked and annulled, and is subject to any further ordinances which may be enacted and/or amended.

**TO BE PLACED IN A CONSPICUOUS PLACE**

**License Id:** L2300040                      **Issued Date:** 08/31/22  
**Effective Date:** 10/21/22                      **Expiration Date:** 10/23/22  
**License Type:** CITY SPECIAL EVENT ALCOHOL PER

**Business Name:** BOOTLEGGERS BAR & GRILL  
**Business Location:** 415 HIGHWAY 53 EAST, STE 110

DAWSONVILLE HISTORY MUSEUM  
CINDY ELLIOTT  
415 HWY 53 EAST, STE 110  
DAWSONVILLE, GA 30534

# 2022

**Summary of Services**

**Description**  
CITY SPECIAL EVENT ALCOHOL PER

# FILE COPY



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 14

---

SUBJECT: FUNDING FOR DEVELOPMENT OF WELL #112

CITY COUNCIL MEETING DATE: 09/19/2022

---

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

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

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

---

PURPOSE FOR REQUEST:

**Seek approval to pursue from Governor's Office of Planning and Budget for Water – Population Grant. Grant is designed to provide financial assistance to communities with rapidly growing populations to better prepare them to meet current and future demands.**

---

HISTORY/ FACTS / ISSUES:

OPB released word of this grant with a short turnaround as the deadline was September 9<sup>th</sup>. We have already applied for it. If awarded the grant would be for the new well that is being designed now, well #112. The additional well will enable us to better serve our rapidly growing population. The grant would total \$1,154,220.00 and would require a 25% match from the city. If awarded, the grant would provide the city \$869,220.00 with a 25% from the city totaling \$285,000.00. The city has already budgeted for the total amount. The local share would cover engineering services, geological services, and test wells. The grant's 75% share would cover construction and construction contingency costs, including, well pump, well house, treatment facilities, an emergency generator, and all other work for a complete groundwater production facility. Additionally, the grant would include water lines to connect the new well to the water system. The city is not required to accept this grant. Staff recommend pursuit of this grant.

---

OPTIONS: Not pursue grant and cover entire cost out of Enterprise Fund capital budget.

---

RECOMMENDED SAMPLE MOTION: Motion to authorize staff to pursue this grant and cover the city's share out of the Enterprise Fund.

---

REQUESTED BY: Bob Bolz, City Manager





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 15

---

SUBJECT: INTERGOVERNMENTAL AGREEMENT AMENDMENT REGARDING A TRAIL TO  
THE LIBRARY

CITY COUNCIL MEETING DATE: 09/19/2022

---

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 AN AMENDMENT TO THE INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE CITY AND DAWSON COUNTY TO CONSTRUCT A TRAIL  
FROM MAIN STREET PARK TO THE LIBRARY**

---

HISTORY/ FACTS / ISSUES:

- **IGA PREVIOUSLY APPROVED IN 2021**
  - **CHANGES MADE FOR TYPE OF BRIDGE/TRAIL**
  - **APPROVED BY CITY ATTORNEY**
- 

OPTIONS:

---

RECOMMENDED SAMPLE MOTION:

**STAFF RECOMMENDS APPROVAL AS SUBMITTED**

---

REQUESTED BY: Bob Bolz, City Manager

## AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

This Amendment to the Intergovernmental Agreement which was made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2021, by and between DAWSON COUNTY, GEORGIA, a political subdivision of the State of Georgia (the “County”), and the CITY OF DAWSONVILLE, GEORGIA, a municipal corporation of the State of Georgia (the “City”) (collectively the “Parties”), is adopted this \_\_\_ day of \_\_\_\_\_, 2022.

### WITNESSETH:

**WHEREAS**, the parties are authorized to enter into intergovernmental agreements pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 regarding intergovernmental contracts (“Intergovernmental Contracts Clause”); and

**WHEREAS**, the Intergovernmental Contracts Clause provides, in pertinent part, as follows:

The state, or any institution, department, or other agency thereof, and any county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.

**WHEREAS**, intergovernmental agreements under Article IX, Section III, Paragraph I must “involve the provision of services, or . . . the joint or separate use of facilities or equipment, and deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide” (*City of Decatur v. DeKalb County*, 289 Ga. 612, 713 S.E.2d 846 (2011) (internal quotations omitted));

**WHEREAS**, the Parties entered into the above-described Intergovernmental Agreement on the **7th day of October, 2021**;

**WHEREAS**, the Intergovernmental Agreement provided for the construction of an access trail (“Access Trail”) connecting Main Street Park and the Dawson County Library;

**WHEREAS**, the Intergovernmental Agreement called for construction of an engineered bridge to cross a ditch or stream in the intended path of the Access Trail;

**WHEREAS**, the City has determined in consultation with the Environmental Protection Division that piping can be used to manage any normal flow of water in the ditch or stream and that, therefore, no bridge across the stream is necessary;

**WHEREAS**, the City has further determined that piping will be less expensive and safer for the public than a bridge; and

**WHEREAS**, the Parties find it necessary to amend certain provisions of the Intergovernmental Agreement to allow for construction of piping instead of a bridge;

**THEREFORE**, in consideration of the foregoing and the mutual benefits to the Parties of amending the Intergovernmental Agreement as described herein, the Parties agree as follows:

1.

To delete the tenth “WHEREAS” clause and insert in lieu thereof the following:

WHEREAS, the City of Dawsonville desires to construct a trail and related infrastructure that will provide pedestrian access between Main Street Park and the Dawson County Library; and

2.

To strike subparagraph a of paragraph 1 and insert in lieu thereof the following:

a. *Access Trail*: The City shall construct an Access Trail to provide access between Main Street Park and the Dawson County Library. The trail will be constructed by extending the asphalt from its present terminus in the north-easterly section of Main Street Park near the playground, with a paved walking path to connect to the paved parking lot behind the Dawson County Library. The trail is shown in white on the drawing attached as “Exhibit A” incorporated herein and made a part hereof by this express reference. The City shall also install a culvert, suitable and appropriate to prevent water in the ditch or stream from crossing, encroaching upon, or undermining the Access Trail. The culvert shall be 4 feet (48 inches) or larger and shall be appropriate to accommodate any volume or flow of water that ordinarily is present or exists in the ditch or stream, or reasonably could be expected to be present or exist during common weather events. The Access Trail shall be perpendicular to the culvert within the 25-foot buffer along the ditch or stream prescribed by O.C.G.A. § 12-7-6 of the Georgia Erosion and Sedimentation Act, and the line of the ditch or stream bed shall not be changed. The culvert and Access Trail shall be constructed according to best management practices under O.C.G.A. § 12-7-1 et seq., and the City shall make all reasonable efforts to avoid any need to obtain a variance of the 25-foot buffer. The culvert pipe shall be appropriately covered and/or surrounded with gravel and stone; the pipe, gravel and stone shall be covered with mulch or another aesthetically appropriate material so that they are substantially not visible from the Access Trail or surrounding vicinity.

3.

To amend subparagraph d of paragraph 1 to remove the word “bridge” from the first sentence and to insert in lieu thereof the words “related infrastructure.”

4.

To amend subparagraph a of paragraph 2 to remove the word “bridge” from the first sentence and to insert in lieu thereof the words “related infrastructure.”

5.

Except as expressly modified by this Amendment, all provisions of the Intergovernmental Agreement shall continue in full force and effect.

6.

This Amendment shall become effective on the date of its adoption.

IN WITNESS WHEREOF, the City and the County have caused this Amendment to be executed under seal this \_\_\_ day of \_\_\_\_\_, 2022.

Dawson County, Georgia

City of Dawsonville, Georgia

\_\_\_\_\_  
Billy Thurmond, Chairman

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

Attest:

Attest:

\_\_\_\_\_  
Clerk of Dawson County

\_\_\_\_\_  
Clerk, City of Dawsonville, Georgia



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 16

---

SUBJECT: 2023 SOLID WASTE COLLECTION SERVICE RATE AND ESTABLISH SERVICE CHARGE

CITY COUNCIL MEETING DATE: 09/19/2022

---

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 PRESENT AND REQUEST APPROVAL FOR THE NEW RATE OF COMPENSATION TO THE CURRENT SOLID WASTE CONTRACTOR FOR RENEWAL OF SERVICES IN 2023 AS PERMITTED IN THE CONTRACT (\$15.90 PER CAN, PER MONTH)**

**TO REQUEST A RATE INCREASE AND SET THE CITY'S SERVICE CHARGE TO COVER THE ADMIN AND CAPITAL COSTS INCURRED FOR PROVIDING THE SERVICE TO RESIDENTS**

---

HISTORY/ FACTS / ISSUES:

- **2023 PROPOSED CONTRACTOR RATE - \$15.90 PER CAN, PER MONTH**
- **CURRENT CONTRACTOR RATE - \$13.40 PER CAN, PER MONTH**
- **NON-APPROVAL OF RATE WOULD RESULT IN BIDDING SERVICE OUT**

- 
- **2023 CITY SERVICE CHARGE TO RESIDENTS - \$19.90 (COST PLUS \$4.00)**
  - **CURRENT CITY SERVICE CHARGE TO RESIDENTS - \$17.40 (COST PLUS \$4.00)**

---

OPTIONS:

**APPROVE, AMEND, DENY**

---

RECOMMENDED SAMPLE MOTION:

**APPROVE NEW 2023 CONTRACTOR RATE OF \$15.90 PER CAN, PER MONTH AND SET 2023 RECOMMENDED SERVICE CHARGE TO RESIDENTS AT COST PLUS \$4.00 FOR A TOTAL OF \$19.90 PER MONTH, PER CAN**

---

REQUESTED BY: Robin Gazaway, Finance Administrator



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 17

---

SUBJECT: 2023 MEETING CALENDAR REVIEW

CITY COUNCIL MEETING DATE: 09/19/2022

---

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 REVIEW AND DISCUSS THE DRAFT OF THE 2023 CITY MEETINGS CALENDAR**
- **FINAL DRAFT TO BE PRESENTED AT THE OCTOBER 3, 2022 MEETING**
- **DRAFT CALENDAR WILL BE PRESENTED TO PLANNING COMMISSION, HISTORIC PRESERVATION COMMISSION AND DOWNTOWN DEVELOPMENT AUTHORITY FOR CONSIDERATION AND INPUT**

---

HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly Banister, City Clerk

# January 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 <b>City Hall Closed</b> New Year's Day Observed	3	4	5	6	7
8	9 <b>Planning Commission</b>	10	11	12 <b>City Council Regular Meeting</b>	13	14
15	16 <b>City Hall Closed</b> MLK Day	17	18	19	20	21
22	23 <b>Downtown Development Authority</b>	24	25	26	27	28
29	30	31				

**DRAFT**

# February 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6 City Council Regular Meeting	7	8	9	10	11
12	13 Planning Commission	14	15	16	17	18
19	20 City Council Regular Meeting & Work Session	21	22	23	24	25
26	27 Historic Preservation Commission	28				

**DRAFT**



# March 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6 City Council Regular Meeting	7	8	9	10	11
12	13 Planning Commission	14	15	16	17	18
19	20 City Council Regular Meeting & Work Session	21	22	23	24	25
26	27 Downtown Development Authority	28	29	30	31	

**DRAFT**

# April 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 <b>DC SCHOOL SPRING BREAK</b>	4	5	6	7 <b>City Hall Closed</b> Good Friday	8
9	10 <b>Planning Commission</b>	11	12	13	14	15
16	17 <b>City Council Regular Meeting &amp; Work Session</b>	18	19	20	21	22
23	24 <b>Historic Preservation Commission</b>	25	26	27	28	29
30						

**DRAFT**

# May 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 City Council Regular Meeting	2	3	4	5	6
7	8 Planning Commission	9	10	11	12	13
14	15 City Council Regular Meeting & Work Session	16	17	18	19	20
21	22 Downtown Development Authority	23	24	25	26	27
28	29 City Hall Closed Memorial Day	30	31			

**DRAFT**

# June 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 City Council Regular Meeting	6	7	8	9	10
11	12 Planning Commission	13	14	15	16	17
18	19 City Council Regular Meeting & Work Session	20	21	22	23	24
25	26 Historic Preservation Commission	27	28	29	30	

**DRAFT**

# July 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 <b>City Hall Closed</b> Independence Day	5	6	7	8
9	10 Planning Commission	11	12	13	14	15
16	17 City Council Regular Meeting & Work Session	18	19	20	21	22
23	24 Downtown Development Authority	25	26	27	28	29
30	31					

**DRAFT**

# August 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7 City Council Regular Meeting	8	9	10	11	12
13	14 Planning Commission	15	16	17	18	19
20	21 City Council Regular Meeting & Work Session	22	23	24	25	26
27	28 Historic Preservation Commission	29	30	31		

**DRAFT**

# September 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 <b>City Hall Closed</b> Labor Day	5	6	7	8	9
10	11 <b>Planning Commission</b>	12	13	14	15	16
17	18 <b>City Council Regular Meeting &amp; Work Session</b>	19	20	21	22	23
24	25 <b>Downtown Development Authority</b>	26	27	28	29	30

**DRAFT**

# October 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 City Council Regular Meeting	3	4	5	6	7
8	9 Planning Commission	10	11	12	13	14
15	16 City Council Regular Meeting & Work Session	17	18	19	20	21
22	23 Historic Preservation Commission	24	25	26	27	28
29	30	31				

**DRAFT**



# November 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6 City Council Regular Meeting	7	8	9	10	11
12	13 Planning Commission	14	15	16	17	18
19	20 DC School Break	21	22	23 City Hall Closed Thanksgiving	24 City Hall Closed Thanksgiving	25
26	27 Downtown Development Authority	28	29	30		

**DRAFT**

# December 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 City Council Regular Meeting	5 Historic Preservation Commission	6	7	8	9
10	11 Planning Commission	12	13	14	15	16
17	18 City Council Regular Meeting & Work Session	19	20	21	22	23
24	25 City Hall Closed Christmas	26 City Hall Closed Christmas Eve Observed	27	28	29	30
31						

**DRAFT**



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 18

---

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

CITY COUNCIL MEETING DATE: 09/19/2022

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

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

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

---

PURPOSE FOR REQUEST:

**TO PROVIDE PROJECT UPDATES**

---

HISTORY/ FACTS / ISSUES:

**SEE ATTACHED OUTLINE**

---

OPTIONS:

---

RECOMMENDED SAMPLE MOTION:

---

REQUESTED BY: Bob Bolz, City Manager

## CITY MANAGER REPORT

### SEPTEMBER 13 FOR SEPTEMBER 19, 2022, MEETING

**Planning & Zoning Director:** Interviews were conducted by a panel consisting of the City Manager, the Finance Administrator, and the Inspector on September 12<sup>th</sup>. References are being checked for the top three candidates with hopes of candidate selection by September 23<sup>rd</sup>.

**Downtown Strategic Plan Grant from ARC:** We have been awarded the grant and the contract has been executed.

**Director of Downtown Development, Tourism, and Historic Preservation:** Interviews were conducted, and we had three outstanding candidates making for a tough but outstanding decision. References were checked, and we will be selecting the candidate soon. An interview panel of the City Manager, City Clerk, and Finance Director were joined by Councilmen Walden and Illg at different times.

**Jenkins Property & the Downtown Vision Design:** We await a closing date for the land acquisition. The selection of a company/agency to do a strategic plan can start soon.

**Food Truck Night:** The September 9<sup>th</sup> is Food Truck Night. Trucks was a huge success, maybe the best yet. The weather was perfect, and trucks included, Ole Dad's Wings, Meatballerz, Sweet Cheeks BBQ, Chuy Tacos, Tikiz, and Patty Kakes. Wilkes and the Coles provided outstanding music. The next event is October 7<sup>th</sup>

**OPB Grant for Water due to Population Increase:** We had Turnipseed Engineering apply for a grant offered by the Governor's Office of OPD that can be awarded to municipalities experiencing significant population increases. We fit the criteria well. Turnipseed prepared the grant, which was due 09/09. The grant request totaled \$1,154,720.00 and would be used to cover the cost of drilling and setting up operation of the new well. The grant requires a 75-25 match; so, our portion would be \$285,000.00. We already had budgeted in our Enterprise Fund for the total amount. If awarded, this could represent a savings of up to \$896,220.00. We hope we are awarded the grant.

**City Hall Building Leaks:** This week contractors resealed all the windows at city hall to stop leaks. If that fails, the next option will include silicone spray. If that fails, a great deal of masonry work will be required. When the building was built, no flashing was put in place to prevent leaks.

**Fire Hydrant Testing:** Utility staff working with a contractor completed our annual hydrant testing which results determine our ISO rating. The report has been submitted and we have received word that our ISO rating will remain the same.

**Water Meter Upgrade:** The project continues and thus far 1,960 meters have been installed. The installation of the radio network infrastructure should start next week.

**Wastewater Treatment Plant:** Soil content borings are complete and engineering plans have been submitted to the USDA for review and for funding consideration.

**Deputy Program with Sheriff's Office:** Currently we have no officers assigned to the city.

**Farmer's Market:** The Farmer's Market continues to fill to capacity each Saturday morning. Wednesday markets are slowing down as most produce has already come in.

**Fall Flu Clinic at the Farmer's Market:** The Dawson Co EMA/EMS and the local Department of Public Health have approached the city about hosting a flu clinic this fall at the Farmer's Market. They seek to use this location as opposed to one of the county parks. We will let you know more as soon as we know more.

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

- **Disc Golf:** Signs and maps are ordered. This week AEMC approached us about donating \$10-13,000.00 to Main Street Park for potential projects, one of which may be the safety netting needed along the portion of the playground that faces the disk golf course.
- **Basketball Court:** We had two vendors attend the pre-bid meeting yet only received one bid. The bid for the basketball court was \$38,900.00 with an additional \$16,900.00 should we desire fencing. If the basketball courts and pickleball courts are done at the same time, there is a 5% discount. Keep in mind, this does not include engineering or site preparation, which will require laser grading and 98% compaction. We are getting grading bids now.
- **Pickleball Courts:** We had two vendors attend the pre-bid meeting yet only received one bid. The bid for the pickleball courts came in at two courts for \$46,948.00 or four courts for \$60,948.00. These prices include fencing. If lights are added, that will be an additional \$23,400.00. If the basketball courts and pickleball courts are done at the same time, there is a 5% discount. Keep in mind, this does not include engineering or site preparation, which will require laser grading and 98% compaction. We are getting grading bids now.
- **Shade:** Staff continue researching shade for various locations in the park.
- **Skate Park Expansion:** Staff are estimating cost for expansion of this amenity.
- **Small Bathroom between Shelter #3 and Skate Park/Court Area:** We are working identify a modular rest room that can be set on site after grading and hooked up to utilities.
- **Stage:** Staff are researching the purchase of a hydraulic, mobile stage, similar to what we used at the tree lighting event. Since it is portable it can be set up and taken down in a few hours. This idea is opposed to an amphitheater. Our concerns for an amphitheater include cost, additionally facility would sit outside, weather, and possibly get vandalized. As we develop more research, we will present pros, cons, and a recommendation soon.
- **Dog Park:** Eagle Scout candidate Palmer Hartley has finished his project complete with obstacles for the dogs, signage, and an entry way. Once the sidewalk and landscape are complete, we hope to have a grand opening of this great addition to our community.
- **Bridge & Trail to Library:** EPD approved a culvert at the location where the bridge was to be constructed connecting Main Street Park to the library via walkway. This was great news and could save the city up to \$45,000.00. Our attorney and the county's attorney are revising the IGA.
- **Sidewalk to Main Street Park from Care Facility:** We now have bids to connect the care facility to the park. The Dawson County Civitan Club will reimburse the city for the portion of the sidewalk on their property, and we will construct and pay for the sidewalk on city property. We are verifying slope in relation to ADA standards and awaiting word from contractors for start date.

- **Geocaching Site:** Geocaching is a sport that is growing in popularity. There has existed a cache at the GRHOF for years. We have been approached by a volunteer geocaching enthusiast that wants to install and will maintain three sites, one in Main Street Park, one at the Dog Park, and one at Wallace Park. Staff have met with her, and we are awaiting her official proposal.
- **Splash Pad:** Research into the possibility of adding this amenity is underway. I will attach some 3-D renderings for four pads with cost estimates. These are for flow-through water not recycled.

**GRHOF Events:** A very successful induction ceremony was held 8/13 and the Labor Day Car Show, despite bad weather, was successful.

**Project – Administrative Building for Public Works and Utilities Director:** This project is complete, and we will be scheduling a grand opening soon.

**Covid Protocol:** Currently no staff are out due to Covid.

**Niche Columbarium:** Staff are researching potential models and cost for this addition to our cemetery. We hope to offer you cost proposals in October.

**Comprehensive Plan:** It is almost time to begin reviewing our city's comprehensive plan last completed in 2018. This formal process should start in September. We are working with Adam Hazell of GMRC planning to begin this process and discussing update of our CIE as part of that plan.

**Old Cemetery to National Register of Historic Places:** Pre-pandemic, the city was working on getting the cemetery listed on the National Register of Historic Places. The process got put on hold due to the pandemic. Staff are working with Joe Rothwell at GMRC to get this project re-started.

**Leak Adjustments:** 5 Leak Adjustment this month.

Water \$412.50 Sewer \$238.83 Total \$651.33

**Calendar YTD \$15,406.12**



**DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 19**

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

CITY COUNCIL MEETING DATE: \_\_\_\_\_ **09/19/2022** \_\_\_\_\_

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

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

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

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PURPOSE FOR REQUEST:

**TO PRESENT FUND BALANCE AND ACTIVITY THROUGH AUGUST 31, 2022**

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HISTORY/ FACTS / ISSUES:

**SEE ATTACHED FINANCIAL REPORTS**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: \_\_\_\_\_ **Robin Gazaway, Finance Administrator** \_\_\_\_\_

CITY OF DAWSONVILLE, GEORGIA  
GENERAL FUND  
July 1, 2022 - August 31, 2022

17%

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
<b>REVENUES</b>			
Taxes	\$ 2,163,050	\$ 322,058	14.89%
Licenses and permits	91,900	14,580	15.87%
Intergovernmental revenues	6,000	-	0.00%
Fees	256,975	27,560	10.72%
Other	<u>796,326</u>	<u>32,349</u>	<u>4.06%</u>
 Total revenues	 <u>3,314,251</u>	 <u>396,547</u>	 <u>11.96%</u>
<b>EXPENDITURES</b>			
Department:			
Council	134,400	26,911	20.02%
Mayor	22,860	2,479	10.84%
Elections	15,000	-	0.00%
Administration	1,769,862	159,898	9.03%
City Hall building	163,694	10,128	6.19%
Animal control	1,536	-	0.00%
Roads	584,363	102,406	17.52%
Parks	65,528	13,868	21.16%
Planning and zoning	440,008	88,310	20.07%
Economic development	<u>117,000</u>	<u>-</u>	<u>0.00%</u>
 Total expenditures	 <u>3,314,251</u>	 <u>404,000</u>	 <u>12.19%</u>
 TOTAL REVENUES OVER EXPENDITURES		 (7,453)	
 Transfer in From Reserves		 <u>7,453</u>	
 NET CHANGE IN FUND BALANCE		 <u><u>0</u></u>	



CITY OF DAWSONVILLE, GEORGIA  
WATER, SEWER, AND GARBAGE FUND  
July 1, 2022 - August 31, 2022

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
<b>REVENUES</b>			
Water fees	\$ 800,000	\$ 157,875	19.73%
Sewer fees	900,000	183,174	20.35%
Garbage fees	230,200	49,393	21.46%
Miscellaneous	357,683	56,692	15.85%
	<u>2,287,883</u>	<u>447,134</u>	<u>19.54%</u>
<b>EXPENDITURES</b>			
Depreciation	574,000	101,466	17.68%
Garbage service	230,200	50,408	21.90%
Group insurance	164,000	39,565	24.13%
Insurance	-	-	#DIV/0!
Interest	87,450	13,422	15.35%
Payroll taxes	31,000	5,284	17.05%
Professional	193,000	119,027	61.67%
Miscellaneous	149,311	13,929	9.33%
Repairs/supplies	229,000	16,140	7.05%
Retirement	24,000	4,350	18.13%
Salaries	355,672	70,648	19.86%
Technical services	77,000	10,160	13.19%
Utilities	173,250	15,850	9.15%
	<u>2,287,883</u>	<u>460,249</u>	<u>20.12%</u>
<b>INCOME (LOSS)</b>		<u><u>(13,115)</u></u>	

CITY OF DAWSONVILLE, GEORGIA  
 SPLOST VI  
 July 1, 2022 - August 31, 2022

**SPLOST VI**

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
<b>REVENUES</b>			
Taxes	-	-	#DIV/0!
Interest	100	45	45.00%
Other	<u>42,900</u>	<u>-</u>	<u>0.00%</u>
 Total revenues	 <u>43,000</u>	 <u>45</u>	 <u>0.10%</u>
<b>EXPENDITURES (Capital Outlays)</b>			
City hall acquisition	-	-	#DIV/0!
Roads and sidewalks	-	-	#DIV/0!
Public works equipment - roads	-	42,500	0.00%
Sewer projects	-	-	0.00%
Public works equipment - sewer	34,000	-	0.00%
Water projects	-	-	0.00%
Public works equipment - water	-	-	0.00%
Farmers market	9,000	1,500	16.67%
Parks and recreation	<u>-</u>	<u>-</u>	<u>0.00%</u>
 Total expenditures	 <u>43,000</u>	 <u>44,000</u>	 <u>102.33%</u>
 TOTAL REVENUES OVER EXPENDITURES		 (43,955)	
 Transfer in From Reserves		 <u>43,955</u>	
 NET CHANGE IN FUND BALANCE		 <u><u>-</u></u>	

CITY OF DAWSONVILLE, GEORGIA  
 SPLOST VII  
 July 1, 2022 - August 31, 2022

**SPLOST VII**

	Budget	Actual	Percentage
<b>REVENUES</b>			
Taxes	1,599,900	192,981	12.06%
Interest	100	351	351.00%
Other	-	-	0.00%
	1,600,000	193,332	12.08%
<b>EXPENDITURES (Capital Outlays)</b>			
City hall acquisition	-	-	#DIV/0!
Roads and sidewalks	-	-	#DIV/0!
Public works equipment - roads	-	-	0.00%
Land Acq. / Downtown	789,000	789,000	0.00%
Public works equipment - sewer	-	-	0.00%
Water projects/Sewer Projects	677,000	-	0.00%
Public works equipment - water	34,000	-	0.00%
Farmers market	-	-	#DIV/0!
Parks and recreation	100,000	-	0.00%
	1,600,000	789,000	49.31%
<b>TOTAL REVENUES OVER EXPENDITURES</b>		(595,668)	
Transfer in From Reserves		595,668	
<b>NET CHANGE IN FUND BALANCE</b>		(0)	