

AGENDA
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, August 7, 2023
5:00 P.M.

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
 - a. Approve Minutes
 - Regular Meeting and Work Session held July 17, 2023
 - Executive Session held July 17, 2023
 - b. Approve Agreement to Dismiss and Release Claims (Opioid Litigation)
 - c. Approve Contract for Medical, Dental, Term Life, Supplemental Insurance and Section 125 Broker
 - d. Approve Amended Bid for Construction of Basketball Court
 - e. Approve JLC Room Rental Fee Waiver for the Kiwanis Club of Dawson County
8. Award Announcement: Certificate of Achievement for Excellence in Financial Reporting for FY 2022
9. Proclamation: National Health Center Week, August 6 -12, 2023

BUSINESS

10. Millage Rate for Tax Year 2023
11. An Ordinance To Amend The Alcoholic Beverage Ordinances Of The City Of Dawsonville, Georgia; To Provide For An Effective Date, And For Other Purposes (First Reading: August 7, 2023; Second Reading and Consideration to Adopt: August 21, 2023)
12. Amendment to IGA for Law Enforcement to Increase Compensation
13. Items Laid on Table Indefinitely

EXECUTIVE SESSION, IF NEEDED

RESERVED FOR POTENTIAL ACTION ON EXECUTIVE SESSION ITEMS, IF NEEDED

ADJOURNMENT

The next scheduled City Council meeting is Monday, August 21, 2023

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



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7

SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 08/07/2023

PURPOSE FOR REQUEST:

CONSIDERATION AND APPROVAL OF ITEMS BELOW; SEE ATTACHED SUPPORTING DOCUMENTS

- a. **Approve Minutes**
 - **Regular Meeting and Work Session held July 17, 2023**
 - **Executive Session held July 17, 2023**
 - b. **Approve Agreement to Dismiss and Release Claims (Opioid Litigation)**
 - c. **Approve Contract for Medical, Dental, Term Life, Supplemental Insurance and Section 125 Broker**
 - d. **Approve Amended Bid for Construction of Basketball Court**
 - e. **Approve JLC Room Rental Fee Waiver for the Kiwanis Club of Dawson County**
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DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7a

SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 08/07/2023

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPROVE THE MINUTES FROM:

- **REGULAR MEETING AND WORK SESSION HELD JULY 17, 2023**
 - **EXECUTIVE SESSION HELD JULY 17, 2023**
-

HISTORY/ FACTS / ISSUES:

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

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1. **CALL TO ORDER:** Mayor Eason called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Present were Councilmember Mark French, Councilmember Caleb Phillips, Councilmember John Walden, Councilmember William Illg, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utility Director Jacob Barr, Planning Director Jameson Kinley, Finance Administrator Robin Gazaway and Director of Downtown Development Amanda Edmondson.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Phillips.
4. **ANNOUNCEMENTS:** Mayor Eason announced the Public Hearing to be held by the City Council for the Atlanta Motorsports Park has been moved to August 21, 2023 since the process had to be restarted due to their newest request to amend their site plan. The Farmer's Market is now open on Wednesdays at 3:00 pm in addition to Saturdays from 8:00 am until 1:00 pm or until sold out. The City is holding a Food Drive for the barrels located in front of City Hall. The City's Comprehensive Plan will hold its final public meeting on August 10, 2023 at 5:30 pm at City Hall; he encouraged the public to attend.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by M. French; second by W. Illg. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** No participation by the public.
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a,b) made by J. Walden; second by C. Phillips. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting held June 5, 2023
 - Executive Session held June 5, 2023
 - Special Called Meeting held June 28, 2023
 - b. Approve Amendment One to Service Agreement with SAFEbuilt
8. **2023 GEORGIA RACING HALL OF FAME INDUCTEES:** Mayor Eason read a proclamation honoring the 2023 Class of the Georgia Racing Hall of Fame Inductees who will be honored at the Induction Ceremony to be held on August 5, 2023. Those selected this year are Ed Clark, Harold "Speedy" Evans, Bob Leach, Gordon Pirkle and Hence Pollard.
9. **PRESENTATION OF HISTORIC COURTHOUSE PRINT:** City Manager Bolz reported the print of the 1870 Historic Courthouse was donated by the family of Leon Martin . Mr. Martin served as the Senior Magistrate Judge in Dawson County for a number of years and had the photo hung in his home office. The photo will be hung in the City Hall lobby.
10. **EMPLOYEE RECOGNITION:** City Manager Bolz introduced the City's newest employee, Hayden Harris; Clay Moss was recognized for receiving his certification for Wastewater Collection System Operator; David Schuette (not present at the meeting) was recognized for his two year service award; Amanda Edmondson received the May 2023 Employee of the Month award; Hunter Simmons received the June 2023 Employee of the Month Award; Clay Moss and Stacy Harris received the Spring Employee of the Quarter award.

BUSINESS

11. **A FAMILY FAIR EVENT BY FAMILY CONNECTION: REQUEST FOR ROAD CLOSURE AND FEE WAIVER:** Rebecca Bliss from Family Connection presented the details and overall goal of the event.

Motion to approve the road closure of Main Street through Main Street Park on August 11, 2023 from 5:00 pm – 11:00 pm and to waive the fees for the permit and the pavilion rentals made by M. French; second by J. Walden. Vote carried unanimously in favor.
12. **MAIN STREET PAWN BROKER LICENSE FEE REDUCTION REQUEST:** Planning Director Kinley presented the request made from the owner of Main Street Pawn who is asking for a waiver or reduction of her broker license fee. Erika Smith, the owner of Main Street Pawn, addressed the City

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Council and explained her current situation and reasons for requesting the waiver. Councilmember Walden asked about the history of waivers from the last two years; Planning Director Kinley reported the City Council approved a fifty-percent reduction for both years.

Motion to deny the request to waive or reduce the broker license fee for Main Street Pawn made by J. Walden; second by W. Illg. Vote carried unanimously in favor.

13. **ORDINANCE NO. 02-2023: AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF DAWSONVILLE, GEORGIA, TO COMPLY WITH RECENT AMENDMENTS TO THE ZONING PROCEDURES ACT, O.C.G.A. § 36-6-1 ET SEQ.; AND FOR OTHER PURPOSES (PUBLIC HEARING AND FIRST READING: JUNE 5, 2023; SECOND READING AND CONSIDERATION TO ADOPT: JULY 17, 2023)** Attorney Tallant read the second reading of Ordinance No. 02-2023 to amend the zoning ordinance.

Motion to approve Ordinance No. 02-2023 as presented made by C. Phillips; second by J. Walden. Vote carried unanimously in favor. (Exhibit "A")

14. **ORDINANCE NO. 03-2023: AN ORDINANCE TO AMEND THE CHARTER OF THE CITY OF DAWSONVILLE FOR THE PURPOSE OF APPROVING A CLARIFIED REAPPORTIONMENT MAP AND TO ADDRESS COMPENSATION OF THE GOVERNING AUTHORITY (FIRST READING AND ADOPTION: JUNE 5, 2023; SECOND READING AND FINAL ADOPTION: JULY 17, 2023):** Attorney Tallant read the second reading of ordinance No. 03-3023 to amend the City Charter.

Motion to approve the second adoption of Ordinance No. 03-2023 made by W. Illg; second by M. French. Vote carried unanimously in favor. (Exhibit "B")

15. **ORDINANCE NO. 04-2023: AN ORDINANCE TO AMEND THE DOMESTIC ANIMAL CONTROL ORDINANCE OF THE CITY OF DAWSONVILLE, GEORGIA; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES (FIRST READING: JUNE 5, 2023; SECOND READING AND CONSIDERATION TO ADOPT: JULY 17, 2023):** Attorney Tallant read the second reading of Ordinance No. 04-2023 to amend the animal control ordinance.

Motion to approve Ordinance No. 04-2023 made by J. Walden; second by C. Phillips. Vote carried unanimously in favor. (Exhibit "C")

16. **ORDINANCE NO. 05-2023: AN ORDINANCE TO AMEND THE HEALTH AND SANITATION ORDINANCE OF THE CITY OF DAWSONVILLE, GEORGIA; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES (FIRST READING: JUNE 5, 2023; SECOND READING AND CONSIDERATION TO ADOPT: JULY 17, 2023):** Attorney Tallant read the second reading of Ordinance No. 05-2023 to amend the health and sanitation ordinance.

Motion to approve Ordinance No. 05-2023 made by W. Illg; second by C. Phillips. Vote carried unanimously in favor. (Exhibit "D")

17. **ORDINANCE NO. 06-2023: AN ORDINANCE TO AMEND THE UTILITIES ORDINANCE OF THE CITY OF DAWSONVILLE, GEORGIA; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES (FIRST READING: JUNE 5, 2023; SECOND READING AND CONSIDERATION TO ADOPT: JULY 17, 2023):** Attorney Tallant read the second reading of Ordinance No. 06-2023 to amend the utilities ordinance.

Motion to approve Ordinance No. 06-2023 made by J. Walden; second by M. French. Vote carried unanimously in favor. (Exhibit "E")

18. **EMPLOYEE PERSONNEL POLICY:** Motion to adopt the amendments made to the employee personnel policy made by M. French; second by C. Phillips. Vote carried unanimously in favor.

19. **IMPACT FEE COMMITTEE RECOMMENDATION:** Planning Director Kinley provided a brief overview of the requirements for the committee stating there needs to be a minimum of five persons but not more than ten; and fifty percent of the committee must be persons involved with the development community.

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Motion to approve a total of five members for the committee to be chosen from the recommended persons (two from the non-development community and three from the development community) as submitted who include Alexis Noggle, Calvin Byrd, Jeremy Porter and Marc Banister from the non-development community and Mike Turner, Corey Guthrie, Bryan Young, Steve Eiberger and Allen Freisem from the development community made by W. Illg; second by J. Walden. Councilmember French thanked the staff for developing the list of recommendations. He further stated, although with no reflection on their character, he does take issue with two people. One being Marc Banister, the spouse of the City Clerk; his concern is public perception and secondly, Mike Turner, due to his perceived objection to impact fees with the concern being his assumed inability to be objective. Attorney Tallant stated, regarding Marc Banister, that a legal conflict issue would only exist if he or she were in either chain of command to each other but understood the public perception issue raised. Vote carried unanimously in favor.

20. HISTORIC RESOURCE SURVEY GRANT AWARD: Motion to approve the Historic Preservation Fund Grant in the amount of \$6,000 with a fifty percent match requirement by the City made by W. Illg; second by M. French. Vote carried unanimously in favor.

21. T-MOBILE HOMETOWN GRANT: Downtown Development Director Edmondson reported on the grant application submitted for the T-Mobile Hometown Grant in the amount of \$47,627.13 for the implementation of a project to combine community oral histories and public art intending to serve City goals to preserve history, cultural heritage and engage the public to enhance sense of place.

Motion to approve the grant application made by J. Walden; second by W. Illg. Vote carried unanimously in favor.

STAFF REPORTS

22. BOB BOLZ, CITY MANAGER: He reported there were no leak adjustments for the fourth consecutive month. Councilmember Illg requested clarification on whether or not the skatepark is being eliminated since pickleball and basketball courts are being constructed in the same vicinity. Bolz reported that the intention will be to move the skatepark to the grass area in the loop near the assisted living and transform the existing pad where the skatepark is currently located into a small bathroom and pavilion.

23. ROBIN GAZAWAY, FINANCE ADMINISTRATOR: Finance Administrator Gazaway presented the financial reports representing fund balances and activity through May 31, 2023.

EXECUTIVE SESSION

At 5:33 p.m. a motion to close regular session and go into executive session for land acquisition and litigation made by J. Walden; second by W. Illg. Vote carried unanimously in favor.

At 5:41 p.m. a motion to close executive session was made by C. Phillips; second by J. Walden. Vote carried unanimously in favor.

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

ACTION ON EXECUTIVE SESSION ITEMS

A. LAND ACQUISITION: City Manager Bolz reported on the piece of property the City would like to acquire for the purpose of building a future water tower site.

Motion to approve the purchase of 55 Hwy 9 North in the amount of \$216,000 to be paid out of the Enterprise Fund made by J. Walden; second by W. Illg. Vote carried unanimously in favor.

B. LITIGATION: City Attorney Tallant reported on the agreement signed by Etowah Water and Sewer Authority (EWSA) and presented to Council this evening for adoption. He stated the agreement will end the litigation, clarify service boundaries and define working cooperatively to provide services to both City and County residents.

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Motion to approve the Intergovernmental Agreement with Etowah Water and Sewer Authority made by C. Phillips; second by M. French. Vote carried unanimously in favor. (Exhibit "F")

ADJOURNMENT:

At 5:45 p.m. a motion to adjourn the meeting was made by J. Walden; second by W. Illg. Vote carried unanimously in favor.

Approved this 7th day of August 2023

By: CITY OF DAWSONVILLE

Mike Eason, Mayor

Caleb Phillips, Councilmember Post 1

William Illg, Councilmember Post 2

John Walden, Councilmember Post 3

Mark French, Councilmember Post 4

Attest: _____
Beverly A. Banister, City Clerk

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 Illg, 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 July 17, 2023.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5³³ 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);

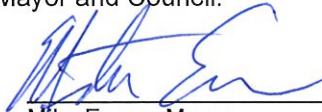
Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and _____;

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 17th day of July 2023; By the City of Dawsonville, Mayor and Council:



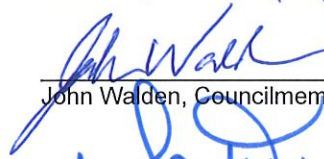
Mike Eason, Mayor



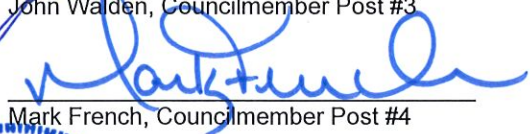
Caleb Phillips, Councilmember Post #1



William Illg, Councilmember Post #2

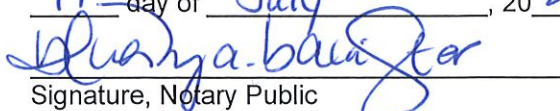


John Walden, Councilmember Post #3



Mark French, Councilmember Post #4

Sworn to and subscribed before me this
17 day of July, 2023.


Signature, Notary Public

My Commission expires: Feb 18, 2024



Subject Matter: Zoning Ordinance Amendment
Date of Public Hearing and First Reading: June 5, 2023
Date of Second Reading: July 17, 2023
Date of Adoption: *July 17, 2023*

ORDINANCE NO. 02-2023

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF DAWSONVILLE, GEORGIA, TO COMPLY WITH RECENT AMENDMENTS TO THE ZONING PROCEDURES ACT, O.C.G.A. § 36-6-1 et seq.; 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; and

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

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

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

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

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

SECTION I. Powers of the planning director

Section 901 Powers of the planning director of the Dawsonville Code of Ordinances is deleted in its entirety and a new Section 901 Powers of the planning director is hereby enacted as follows:

The planning director has the authority and responsibility to provide the following services:

- A. Provide information concerning the requirements of this ordinance and require compliance with these requirements.
- B. Issue permits under the conditions and procedures required by this ordinance.
- C. Dispense and receive applications as required by this ordinance.

D. Determine the applicable district, uses, and standards for a particular parcel of land.

E. Provide assistance and guidance to applicants concerning compliance with this ordinance.

F. Collect, receive, disburse, and account for fees and monies as required under the provisions of this ordinance.

G. Serve as the secretary of the planning commission when appointed.

H. Act as liaison for the planning commission with other officials.

I. Maintain official records and perform administrative duties required in the execution of the provisions of this ordinance.

J. The planning director is charged with interpretation of the zoning ordinance and related ordinances.

K. Provide general information to the public concerning the application and administration of this ordinance.

SECTION II: Variances, conditional uses and map amendments

Sections 902 Administrative variances of the Dawsonville Code of Ordinances is deleted in its entirety. Section 907 Variances, conditional uses and map amendments is deleted in its entirety and a new Section 907 Variances, conditional uses and map amendments is hereby enacted as follows:

I. Purpose. The purpose of a variance is to provide relief when a strict application of the district requirements would impose unusual practical difficulties or unnecessary physical hardships on the applicant. Practical difficulties and unnecessary hardships may result from the size, shape, or dimensions of a site or the location of existing structures thereon; from geographic, topographic, or other conditions on the site or in the immediate vicinity. No variance shall be granted to allow the use of property for a purpose not authorized within the district in which the proposed use would be located. A variance should be granted only after evidence is presented and accepted that enforcement of all of the required standards on the property in question would render the property useless. This article establishes conditions; criteria for granting variances; public hearings on proposed variances; variances to road requirements; variance procedures; compliance with conditions of approval; vested interest in approved variances; investigations and reports; revocation; limitations on re-applications; and use variance. A variance may be granted, upon specific findings that all of the following conditions exist. The absence of any one of the conditions shall be grounds for denial of the application for variance.

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other land or structures in the same district; and,

2. A literal interpretation of the provisions of these zoning regulations would create an unnecessary hardship and would deprive the applicant of rights commonly enjoyed by other property owners within the district in which the property is located; and,

3. Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located; and,

4. Relief, if granted, will be in harmony with the purpose and intent of these regulations and will not be injurious to the neighborhood or general welfare in such a manner as will interfere with or discourage the appropriate development and use of adjacent land and buildings or unreasonably affect their value; and,

5. The special circumstances are not the result of the actions of the applicant; and,

6. The variance requested is the minimum variance that will make possible the legal use of the land, building, or structure; and,

7. The variance is a request to permit a use of land, building or structures which is permitted by right in the district involved.

II. Notwithstanding anything in paragraph I, the planning commission shall have the power to grant a variance (except for density and use) from the development standards of the zoning ordinance of the city if the intent of the ordinance can be achieved and equal performance obtained by granting the variance.

A. Authority. The authority to grant variances in accord with this section shall be limited to variances from the following requirements:

1. Front yard, side yard and rear yard setbacks. Variances shall not exceed 20 percent of the setback in applicable zoning district;

2. Building height. A variance may be granted up to, but not exceeding, ten feet if such variance does not allow space habitable by humans and is also approved by the fire marshal and would not result in an increase in the number of stories that would otherwise be allowed by the zoning district;

3. Buffers. The dimensions of a landscaping buffer required by the zoning ordinance or other ordinance may be varied by no more than twenty percent if the adopted comprehensive plan recommends a similar or more compatible use of the neighboring property or in other situations if the intent of the required buffer can be equally achieved; however, no buffer required as a condition of zoning shall be modified; and

4. Parking. If the required parking standards cannot reasonably be met and if a variance will not adversely affect the spirit or intent of the ordinance, then a variance of not more than ten percent may be granted.

B. Application, notification and fee. The applicant may choose to either submit an affidavit attesting to notice that includes signatures of all adjoining property owners listed within the application package consenting to the requested variance or the applicant may choose to request written notice from the planning department to adjoining property owners of the variance application and then wait at least thirty business days from notice to all adjoining property owners before the variance may be considered for approval. In either application method, notice of the variance application shall be posted upon the property as required by law before the variance is considered and shall state the variance requested and the date the variance shall be considered.

C. Basis for approval. No variance may be granted under this paragraph for an application for a variance that has been heard by the planning commission within one year or if the application is for the expansion of a non-conforming use or structure. The following criteria shall be considered by the planning commission before granting a variance under this paragraph:

1. The variance neither interferes with the rights of others as provided in this chapter nor is injurious to the public health, safety, general welfare;

2. A strict interpretation and enforcement of the standards or requirement would result in practical difficulty or unnecessary hardship;

3. Exceptional or extraordinary circumstances applicable to the subject property exist that do not generally apply to other properties in the same district;

4. The variance provides for reasonable use under the specified circumstances of each application;

5. The variance achieves the general intent of this ordinance;
6. The variance is the minimum possible variance under the specific circumstances; and
7. The variance does not exceed the scope of the authority set forth in subsection (A) hereof.

III. Conditions of approval. The planning commission may impose reasonable conditions upon any variance to ensure that the public health, safety, and general welfare are protected. A violation of any imposed condition shall be a violation of this section.

IV. At any time before the planning commission renders a decision on an application for a variance, the planning director may direct that the application be transferred to the mayor and city council for consideration by them, and shall take appropriate steps to effect such transfer. The planning director should direct transfer under this paragraph if, based on the nature of the variance requested, consideration of the application by the mayor and city council would be in the public interest. The planning commission shall take no further action on the application after the planning director directs the transfer, and any action taken on the application by the planning commission after such direction shall be void. Upon transfer, the mayor and council shall hold a hearing on the application that complies with section 911 of this article and shall grant or deny the variance, applying the criteria set forth in paragraph I, II, and III of this section, and shall issue or direct the issuance of any necessary permit.

V. Appeal. An applicant or opposing party may seek review in superior court of any decision of the planning commission under this section in accordance with O.C.G.A. § 36-66-5.1. Pursuant to O.C.G.A. § 36-66-5.1(c)(1), the Planning Director of the City of Dawsonville is hereby designated as the officer who shall have authority to receive service of a petition for review of the planning commission's grant or denial of a variance and to approve or issue a certificate needed to perfect the petition.

SECTION III. Appeal

Section 910.3 Appeal of the Dawsonville Code of Ordinances is deleted in its entirety and a new Section 910.2 Appeal is hereby enacted as follows:

Any decision of the city council under this Article is subject to review in the county superior court in accordance with O.C.G.A. § 36-66-5.1. Pursuant to O.C.G.A. § 36-66-5.1(c)(2), the mayor is hereby designated as the elected official who shall have authority to receive service of a petition for review of any quasi-judicial decision of the local government under this Article.

SECTION IV: Public notice and public hearing required

Section 911 Public notice and public hearing required is deleted in its entirety and a new Section 911 Public notice and public hearing required is hereby enacted as follows:

This section shall apply to all applications for amendments to the text of the zoning regulations, amendments to the official zoning map, petitions for variances, requests for conditional use approval, requests for alteration or extension of conditional zoning, applications for site plan approval and petitions for development approval for property within site plan specific zoning districts.

Upon receipt of a completed application, fees and other information required by this article, the planning director or designee shall cause notice of such application to be published at least one time in a newspaper of general circulation in the community at least 15 days (or 30 days in the case of a quasi-judicial decision, as that term is defined in O.C.G.A. § 36-66-3), but not more than 45 days prior to the date of public hearing before the appropriate body. Said published notice shall include, as a minimum, the purpose, location, date and time of the public hearing, before the governing body, the purpose, location, date and time of the public hearing before the planning commission, the location of the property being considered, the present zoning classification of the property, and proposed action to be taken, as appropriate, such as proposed zoning district, type of conditional use, variance to particular articles and sections, and so forth. Whenever published notice is required by this paragraph, additional notice shall be mailed to the owner of the property that is the subject of the proposed action. The planning director or designee shall also cause to have posted in a conspicuous place on said property one or more sign(s), each of which shall contain the information specified for published notices. No public hearing shall take place until said sign(s) have been posted for at least 15 days but not more than 45 days prior to the date of the public hearing.

All required public hearings shall be held by the planning commission and/or the governing body, and no action shall be taken on said applications until a public hearing has been held by the planning commission and/or the governing body.

Public hearings may be delayed, rescheduled or continued at another time and date, provided announcement is given at the time and place of the initially scheduled and advertised public hearing, and provided such date, time and location of the public hearing to be delayed, rescheduled or continued is given. If the applicant of a petition before the planning commission or governing body fails to attend the public hearing, then the planning commission or governing body may deny the subject petition or may require re-advertisement of the subject petition at the expense of the applicant. If there is no quorum of the planning commission or governing body at the scheduled public hearing, then the public hearing(s) shall be rescheduled and re-advertised at the city's expense.

Notwithstanding any other provision of these regulations, when a proposed zoning decision relates to an amendment of a zoning ordinance to revise one or more zoning classifications or definitions relating to single-family residential uses of property so as to authorize multifamily uses of property pursuant to such classification or definitions, or to grant blanket permission, under certain or all circumstances, for property owners to deviate from the existing zoning requirements of a single-family residential zoning, such zoning decision may only be adopted in compliance with the notice and multiple-hearing requirements of O.C.G.A. § 36-66-4(h), which are hereby incorporated into this section. The planning director shall be responsible for carrying out the notice requirements of that provision, and is hereby empowered to take any appropriate action to that end.

SECTION V: Planning commission recommendation

Section 913 Planning commission recommendation of the Dawsonville Code of Ordinances is deleted in its entirety and a new Section 913 Planning commission recommendation is hereby enacted as follows:

Prior to the first public hearing held by the governing body on any of the following matters, the planning commission shall hold a public hearing on all applications for amendment to the text of the zoning regulations, amendments to the official zoning map, conditional use permit applications, petitions for alteration or extension of conditional zoning, requests for development plan approval within site plan specific zoning districts request for site plan approval.

After completing its studies of the particular petition, the planning commission shall submit a recommended action in writing to the governing body. The planning commission may submit any additional report it deems appropriate. The recommendations of the planning commission shall have an advisory effect only and shall not be binding on the governing body. Copies of the planning commission's recommendations and reports shall be made available to the applicant and other interested parties upon completion and distribution to the governing body and at the public hearing before the governing body.

The planning commission shall have 30 days within which to submit its recommendations. The governing body shall not take action on any of said applications, until it has received the recommendation of the planning commission within the specified time period. If the planning commission fails to submit a recommendation within the 30-day period, it shall be deemed to have approved the proposed application.

SECTION VI: Action by the appropriate body

Section 915 Action by the appropriate body of the Dawsonville Code of Ordinances is deleted in its entirety and a new Section 915 Action by the appropriate body is hereby enacted as follows:

After completion of all required public hearings, the governing body may take action to approve or deny the request, refer the application back to the planning director or designee, or planning commission for further study, or the governing body may table or defer action until a later meeting.

SECTION VII: Accessory buildings and uses

Sec. 712 Accessory buildings and uses of the Dawsonville Code of Ordinances is deleted in its entirety and a new Section 712 Accessory buildings and uses is hereby enacted as follows:

Accessory buildings and uses shall be permitted only in side or rear yards, except as otherwise provided by these regulations.

Accessory buildings and uses shall be permitted only if they meet the following:

1. No accessory building shall be erected on a lot prior to the time of construction of the principal building to which it is accessory.
2. No more than two accessory buildings shall be permitted on a residential lot.
3. Accessory buildings and uses shall be setback according to zoning classifications.
4. Where an accessory building is structurally attached to the principal building, it shall be subject to and must conform to all regulations applicable to the principal building.
5. In the case of double frontage lots, accessory buildings shall observe front yard requirements on both streets.
6. Accessory buildings in residential districts shall not be used for any type of commercial operation, whether permanent, part-time or as part of a home occupation.
7. No accessory building on a residential lot shall exceed the height of the primary structure.
8. Detached accessory buildings shall be located a minimum of ten feet from the principal building on a lot.
9. In no instance shall an accessory building exceed the gross ground floor area of the principal building.
10. All accessory buildings 201 square feet or greater are required to obtain permits.

Accessory structures shall be no larger than the footprint of the primary structure or one-half the gross square footage, whichever is greater. Notwithstanding the foregoing, if the lot size is three acres or greater, then the size of the accessory structure shall not be regulated in size but shall meet all setback requirements.

SECTION VIII: Assignment of AP

Section 3304 of the Dawsonville Code of Ordinances is amended as follows:

Paragraph 3 is amended by deleting “12 months” and inserting in place thereof “24 months.”

SECTION IX: Conversion to city created performance standards.

Section 3305 of the Dawsonville Code of Ordinances is amended by deleting paragraph 2 thereof in its entirety and inserting in place thereof a new paragraph 2 as follows:

2. The AP zoning designation may be applied to land annexed into the corporate limits of the city for a period of up to 36 months after the effective date of the annexation as determined by chapter 36 of title 36 of the Official Code of Georgia Annotated.

a. At any time at least 24 months after the effective date of annexation of the property into the corporate limits of the city, the property may be rezoned pursuant to the application of the landowner or on the initiation of a rezoning by the governing authority.

b. If no zoning change application has been filed by the end of 26-months from the effective date of the annexation, then the zoning administrator shall thereafter initiate a zoning change to be governed by the Zoning Procedures Law, chapter 66 of title 36 of the Official Code of Georgia Annotated, and the City of Dawsonville Code of Ordinances in order to assign the property a zoning district under the City of Dawsonville's zoning ordinance.

SECTION X: Incorporation and Repealer

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

SECTION XI: Effective Date

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

SO ADOPTED AND ORDAINED by the City Council of Dawsonville, Georgia, this 17 day of July, 2023.

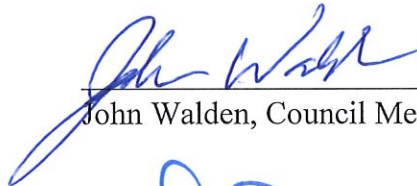
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MAYOR AND DAWSONVILLE CITY COUNCIL

By: 
Mike Eason, Mayor

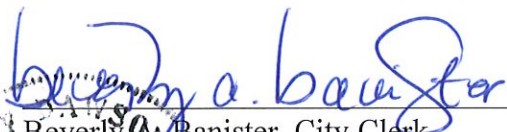

Caleb Phillips, Council Member Post #1

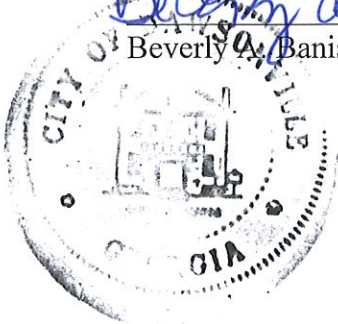

William Illg, Council Member Post #2


John Walden, Council Member Post #3


Mark French, Council Member Post #4

ATTESTED TO BY:


Beverly A. Banister, City Clerk



**Subject Matter: Charter Amendment – District Map Finalization;
Compensation of Mayor and Council**

First Reading and Adoption: 06/05/2023

Second Reading and Final Adoption: 07/17/2023

Publication Dates: 05/24/2023, 05/31/2023, 06/07/2023

Filed with DC Clerk of Court (publication version): 05/19/2023

Filed with DC Clerk of Court (adopted version): _____

Filed with Georgia Secretary of State: _____

ORDINANCE NO. 03-2023

AN ORDINANCE TO AMEND THE CHARTER OF THE CITY OF DAWSONVILLE FOR THE PURPOSE OF APPROVING A CLARIFIED REAPPORTIONMENT MAP AND TO ADDRESS COMPENSATION OF THE GOVERNING AUTHORITY

WHEREAS, the Charter of the City of Dawsonville, Georgia provides in Section 5.11(e) there shall be four (4) council member districts of approximately equal populations that shall be created and modified as required.

WHEREAS, the City of Dawsonville's current voting district posts were created utilizing data obtained from the 2020 United States Census;

WHEREAS, the City utilized the services of the Georgia Mountain Regional Commission to analyze available data and information from the most recent decennial census to describe population growth and change;

WHEREAS, the Georgia Mountain Regional Commission determined population growth and shifts resulted in uneven voting districts;

WHEREAS, reapportioned election districts were adopted in accordance with state law;

WHEREAS, the maps adopted as part of the reapportionment process have been clarified to include areas where there is no voting population, but which nevertheless is within the City.;

WHEREAS, the City desires to adopt the clarified map, which does not alter the voting districts or apportionment, but more accurately reflects the district breakdown of the City;

WHEREAS, O.C.G.A. § 36-35-4 authorizes municipalities to fix the salary, compensation, and benefits of the members of its governing authority;

WHEREAS, any change to the salary, compensation, and benefits of the governing authority must be completed prior to the time for candidate qualification and cannot take effect until after those persons next elected take office.

WHEREAS, a notice of the proposed Charter Amendment, authorized by the General Assembly pursuant to O.C.G.A. § 36-35-3 was published in the Legal Organ for Dawson County for each of three (3) weeks within sixty (60) days of the final action on this ordinance, O.C.G.A. § 35-35-3(b)(1);

WHEREAS, the title of these Ordinances shall have been read and the Ordinance duly adopted at two (2) consecutive City Council meetings not less than seven (7) nor more than sixty (60) days apart, as required by Georgia law;

NOW THEREFORE, the Mayor and Council for the City of Dawsonville, at consecutive Regular meetings of the Governing Authority for the City of Dawsonville, does HEREBY DECLARE AND ORDAIN as follows:

1. The statements and conclusions contained in the “Whereas” paragraphs above are made the findings of fact of the City Council.

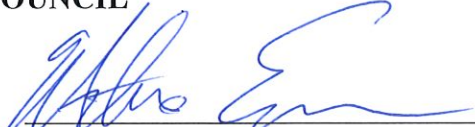
Any previous maps, depictions, or representations of the voting district posts found in the Charter of the City of Dawsonville are hereby REPEALED in their Entirety.

2. A new Appendix A is hereby enacted and described as shown in the attached Exhibit 1 illustrating the clarified district lines.
3. Subsection (a) of **Section 2.13** of Article II of the Charter of the City of Dawsonville is hereby amended by repealing existing subsection (a) in its entirety and replacing it with a new section subsection (a) as follows:

Effective January 1, 2024, the compensation of the mayor shall be \$1,200.00 per month and the compensation of each council member shall be \$600.00 per month, until such time as the compensation of the mayor and/or council are amended by ordinance adding to or amending the City’s Code of Ordinances in accordance with subsection (c). In addition to this monthly compensation, the mayor and council members shall also be paid \$100.00 per individual for each city council meeting and for any other meeting that has been pre-approved for compensation by the council that they attend other than the first regular city council meeting of the month. In addition to their compensation, the mayor and each council member shall be eligible to receive such benefits as may be permitted by law and approved by the City Council.

SO ADOPTED AND ORDAINED by the City Council of Dawsonville, Georgia, this 17 day of July, 2023.

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

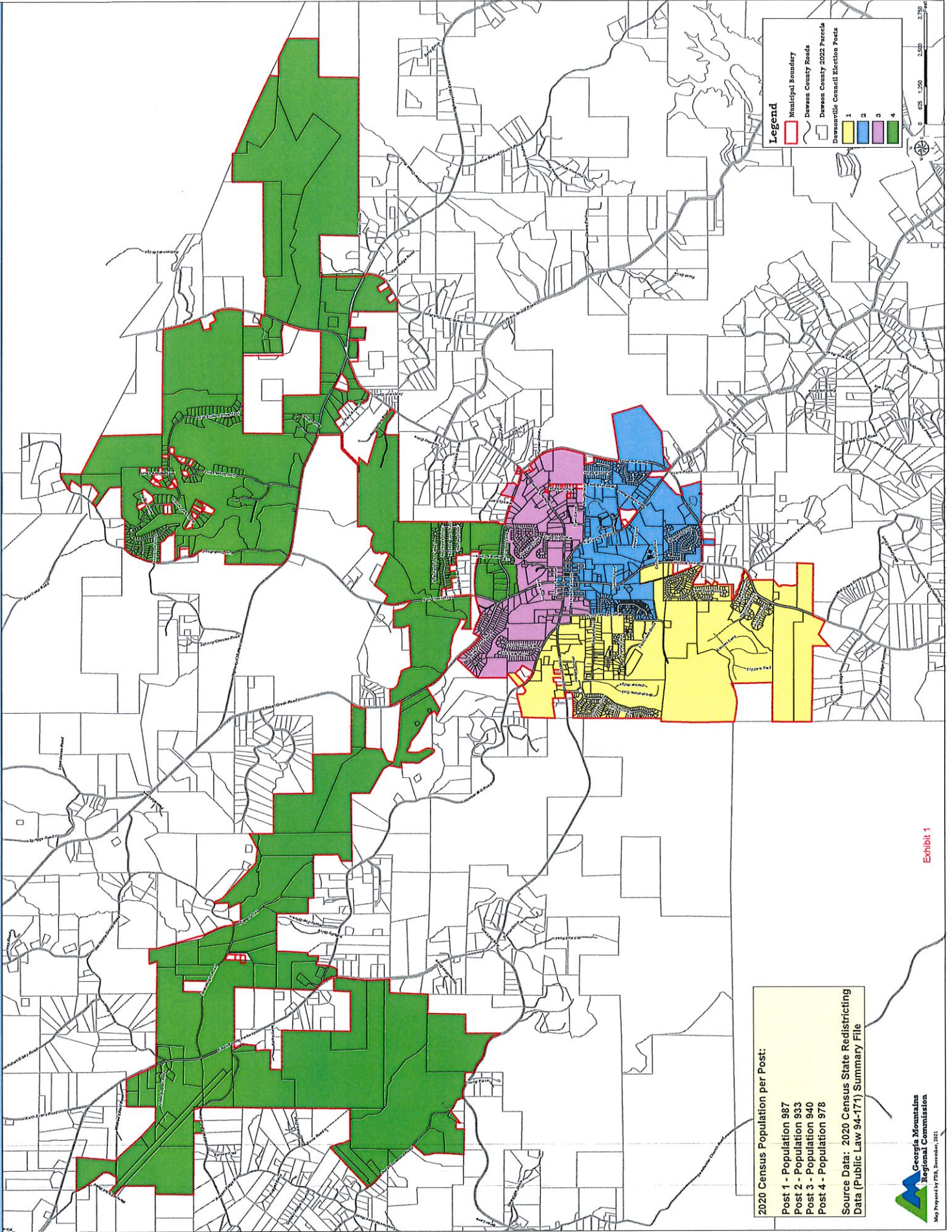

Mark French, Council Member Post 4

ATTESTED TO BY:


Beverly A. Banister, City Clerk



City of Dawsonville Council Election Posts



2020 Census Population per Post:
Post 1 - Population 987
Post 2 - Population 933
Post 3 - Population 940
Post 4 - Population 978

Source Data: 2020 Census State Redistricting Data (Public Law 94-171) Summary File

Subject Matter: Animal Control
Date of First Reading: June 5, 2023
Date of Second Reading: July 17, 2023
Date of Adoption: *July 17, 2023*

ORDINANCE NUMBER 04-2023

AN ORDINANCE TO AMEND THE DOMESTIC ANIMAL CONTROL ORDINANCE OF THE CITY OF DAWSONVILLE, GEORGIA; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, pursuant to Article IX, Section II, Paragraph II of the Constitution of the State of Georgia and Chapter 35 of Title 36 of the Official Code of Georgia, the City Council of Dawsonville is empowered to adopt reasonable ordinances for local government upon matters not governed by general law and which are not inconsistent with the Constitution of the State of Georgia or the Charter of the City of Dawsonville; and

WHEREAS, the City Council has determined it is in the interests of public health, safety, morals, convenience, order, prosperity, and general welfare of the City of Dawsonville to update and clarify certain provisions of the City's Domestic Animal Control Ordinance;

NOW THEREFORE, the governing body of the City of Dawsonville, Georgia, does hereby amend its Domestic Animal Control Ordinance as follows:

SECTION I: Chapter 4 Animals, Article II Domestic Animal Control, Section 4-27 Duty to keep animal under restraint, While on property is hereby amended by deleting Section 4-27 in its entirety and inserting in lieu thereof a new Section 4-27, as follows:

§ 4-27 Duty to keep animal under restraint, While on property

It shall be the duty of every owner of any animal to ensure the animal, while on the owner's property, is confined by way of a fence or other enclosure (which shall include an invisible fence which is functioning properly and to which the animal is responsive) or is otherwise under control as that term is defined in Section 4-28 of this article, such that the animal cannot leave the property except while under control.

SECTION II: Chapter 4 Animals, Article II Domestic Animal Control, Section 4-28 Same, While off property is hereby amended by deleting Section 4-28 in its entirety and inserting in lieu thereof a new Section 4-28, as follows:

§ 4-28 Duty to restrain animals generally.

(a) Whenever an animal is not confined by way of a fence or other enclosure pursuant to Section 4-27 of this article, it shall be the duty of the owner of such animal or anyone having the animal in his possession to keep the animal under control at all times. An animal is deemed under control when it is confined within

Subject Matter: Health and Sanitation
Date of First Reading: June 5, 2023
Date of Second Reading: July 17, 2023
Date of Adoption: *July 17, 2023*

ORDINANCE NUMBER 05-2023

AN ORDINANCE TO AMEND THE HEALTH AND SANITATION ORDINANCE OF THE CITY OF DAWSONVILLE, GEORGIA; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, in accordance with Article IX, Section II, Paragraph II of the Constitution of the State of Georgia, and pursuant to O.C.G.A. § 36-35-3, the governing authority of the City of Dawsonville has power to adopt clearly reasonable ordinances, resolutions, or regulations relating to its property, affairs, and local government;

WHEREAS, on July 1, 2009, the City Council of Dawsonville adopted a comprehensive Health and Sanitation Ordinance;

WHEREAS, it has come to the attention of the City Council of Dawsonville that the Health and Sanitation Ordinance requires updating to cite current rules and regulations of the Georgia Department of Public Health; and

WHEREAS, it is in the interest of the public health, safety, good order, and general welfare of the City of Dawsonville to amend the Health and Sanitation Ordinance;

NOW THEREFORE, the City Council of Dawsonville hereby resolves and ordains as follows:

SECTION I: Chapter 6.5 Health and Sanitation, Article II Rules and Regulations, Section 6.5-50 State promulgated rules and regulations is hereby amended by deleting Section 6.5-50 in its entirety and inserting in lieu thereof a new Section 6.5-50 State Promulgated Rules and Regulations as follows:

The following rules and regulations of the Georgia Department of Public Health (“DPH”), including all subsequent amendments, revisions or modifications thereto, and which are expressly incorporated herein, are hereby adopted and approved for enforcement as set forth therein:

- (1) Control of Rabies, Comp. R. & Regs. 511-2-7.
- (2) Food Service, Comp. R. & Regs. 511-6-1.
- (3) Tourist Accommodations, Comp. R. & Regs. 511-6-2.
- (4) Land Disposal of Domestic Septage, Comp. R. & Regs. 511-3-6.
- (5) On-Site Sewage Management Systems, Comp. R. & Regs. 511-3-1.
- (6) Drinking Water Supply, Comp. R. & Regs. 511-3-3.
- (7) Solid Waste, Comp. R. & Regs. 511-3-4.
- (8) The Georgia Smokefree Air Act of 2005, Comp. R. & Regs. 511-3-7.

Copies of those DPH rules and regulations are available at the DPH website:

<https://dph.georgia.gov/about-dph/public-health-regulations/current-dph-regulations>

SECTION II: Chapter 6.5 Health and Sanitation, Article II Rules and Regulations, Section 6.5-53 Fee schedule is hereby amended by deleting Section 6.5-53 in its entirety and inserting in lieu thereof a new Section 6.5-53 Fee Schedule as follows:

A fee schedule for the implementation and confirmation of compliance with the above-referenced rules and regulations and local board of health enactments, including permit and inspection fees, has been established by the county board of health, and is hereby adopted by the city, as the same may be amended from time to time. A copy of this fee schedule, including all subsequent amendments, revisions or modifications thereto, is on file in the office of the city clerk and is available for inspection and copying by the public during regular city operating hours.

SECTION II: Chapter 6.5 Health and Sanitation, Article II Rules and Regulations, Section 6.5-59 Prosecution, Citations or accusations is hereby amended by deleting Section 6.5-59 in its entirety and inserting in lieu thereof a new Section 6.5-59 Prosecution, Citations or Accusations as follows:

Violations of all promulgated rules and regulations and all local board of health enactments identified herein may be prosecuted by an accusation or citation, with or without a prosecuting attorney; and the city hereby authorizes the city attorney or his designee to prosecute violations of this ordinance. In addition, the district attorney of the county and his or her assistants or designees shall also have the authority to prosecute all citations or accusations issued for violation of the rules and regulations identified and adopted in this article.

SECTION III: Chapter 6.5 Health and Sanitation, Article II Rules and Regulations, Section 6.5-60 is hereby amended by deleting Section 6.5-60 in its entirety and inserting in lieu thereof a new Section 6.5-60 Enforcement by State as follows:

This article, and the enforcement and prosecution of this article by the city and the county board of health, and their authorized agent(s) or designee(s), does not in any way effect, estop, prescribe, regulate, limit, or in any way control or prohibit the Georgia DPH, and its agent(s) or designee(s), from initiating or undertaking any action or proceeding to enforce compliance with its rules and regulations.

SECTION IV: Incorporation and Repealer


Except as modified herein, the remainder of the Health and Sanitation Ordinance is affirmed and incorporated herein. All laws and parts of law in conflict with this enactment are hereby repealed.

SECTION V: Effective Date

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

SO ADOPTED AND ORDAINED by the City Council of Dawsonville, Georgia, this 17 day of July, 2023.

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


a vehicle, whether parked or in motion; is secured by a leash or other device held by a competent person and the owner or another competent person authorized by the owner to take charge of the animal is present; or is properly confined within an enclosure with permission of the owner of the property where the enclosure is located. An animal may be under voice control only if the owner is present, the animal is responsive to the owner, and the animal is being used in hunting in accordance with section 4-26 of this article.

(b) No person shall tie, stake, or fasten any animal within any street, alley, sidewalk, or other public place or in such manner that the animal has access to any portion of any street, alley, sidewalk, or other public place.

(c) In addition to the other requirements of this section and Section 4-27, all male and female dogs and cats that have not been spayed or neutered must be securely confined in such a way that they cannot be reached by other dogs or cats, except for planned breeding. Every female dog in heat shall be confined in a building or other enclosure in such manner that such female dog cannot come into contact with another animal, except for planned breeding.

(d) In addition to the other requirements of this section and Section 4-27, every animal shall be restrained and controlled so as to prevent it from harassing passersby, chasing vehicles, or attacking persons or other animals.

(e) All animals must be confined in a vehicle or secured by a leash or other device held by a competent person while on property of the City, including but not limited to Main Street Park, the Dawsonville Municipal Complex, the Dawsonville Farmer's Market, and sidewalks owned by the City, and the owner or a competent authorized person must be present with the animal.

(f) Nothing contained in this ordinance shall authorize an animal to be confined or otherwise left in a vehicle under such circumstances where it is likely that the animal will come to harm through either heat or cold, and any person confining or leaving an animal in such circumstances shall be in violation of this ordinance, and may, in addition to any other enforcement, be subject to the enforcement mechanisms of Sec. 1-8 of the code of Dawsonville, Georgia.

SECTION III: Incorporation and Repealer


Except as modified herein, the remainder of the Domestic Control Ordinance is affirmed and incorporated herein. All laws and parts of law in conflict with this enactment are hereby repealed.

SECTION IV: Effective Date

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

SO ADOPTED AND ORDAINED by the City Council of Dawsonville, Georgia, this 17 day of July, 2023.

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



Subject Matter: Utilities
Date of First Reading: June 5, 2023
Date of Second Reading: July 17, 2023
Date of Adoption: July 17, 2023

ORDINANCE NUMBER 06-2023

AN ORDINANCE TO AMEND THE UTILITIES ORDINANCE OF THE CITY OF DAWSONVILLE, GEORGIA; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, pursuant to Article IX, Section II, Paragraph II of the Constitution of the State of Georgia and Chapter 35 of Title 36 of the Official Code of Georgia, the City Council of Dawsonville is empowered to adopt reasonable ordinances for local government upon matters not governed by general law and which are not inconsistent with the Constitution of the State of Georgia or the Charter of the City of Dawsonville; and

WHEREAS, the City Council has determined it is in the interests of public health, safety, morals, convenience, order, prosperity, and general welfare of the City of Dawsonville to update and clarify certain provisions of the City's Utilities Ordinance;

NOW THEREFORE, the governing body of the City of Dawsonville, Georgia, does hereby amend its Utilities Ordinance as follows:

SECTION I: Chapter 14 Utilities, Article II Water and Sewer Service, Section 14-21 Minimum charges is hereby amended by deleting Section 14-21 in its entirety and inserting in lieu thereof the following:

(a) The minimum charges, as provided in section 14-22, shall be made for each connection, provided that in any case when a customer commences or terminates service within 7 days of the monthly meter reading and the customer's usage for such period does not exceed 1,500 gallons, the minimum charge as set forth in section 14-22 shall be prorated per diem. Water furnished for a given lot shall be used on that lot only. Except for fire protection for the citizens of the city, the city shall not, under any circumstance, furnish water free of charge to anyone.

SECTION II: Chapter 14 Utilities, Article II Water and Sewer Service, Section 14-25 Meter readings, billing and collection is hereby amended by deleting paragraph (d) thereof in its entirety and inserting in lieu thereof a new paragraph (d), as follows:

(d) Return check fee. A service charge in the amount charged to the city by the city's bank plus the sum of \$35.00 will be charged on all checks returned to the city for insufficient funds, account closed, or any other reason, except that for electronic checks returned because the account cannot be found, the service charge shall be \$15.00.

SECTION III: Chapter 14 Utilities, Article II Water and Sewer Service is amended by inserting in lieu of reserved Section 14-85 the following:

The city manager or his or her designee shall have the authority, in his or her sole discretion, to remove or adjust any fee imposed by this article upon finding the imposition of such fee would cause undue hardship to the customer, that there is a valid basis for removing or adjusting the fee, and that the removal or adjustment of the fee will not result in repetitive fee adjustments or removals for the customer at issue or any other. Notwithstanding, neither the city manager nor his or her designee shall have authority to remove or adjust service charges imposed under sections 14-21 and 14-22 of this article.

SECTION IV: Chapter 14 Utilities, Article III Garbage Service is amended by inserting in lieu of reserved Section 14-143 the following:

Section 14-143: Service Termination Fee.

(a) Whenever garbage service is terminated for nonpayment, the city shall impose a service-termination fee in the amount of \$35.00 in addition to any outstanding balance owed, and the service to the customer shall not resume until the customer pays the service-termination fee in addition to any outstanding balance.

(b) Whenever a residential customer terminates garbage service and fails to leave the garbage can issued by the City on the premises, a service fee of \$65.00 shall be added to the customer's final bill.

(c) Whenever a customer terminates garbage service and leaves excess garbage outside the designated container, a service fee up to \$50.00 shall be added to the customer's final bill.

(d) The fees imposed by this section may be paid out of the customer's security deposit and shall be imposed only to the extent not covered thereby.

SECTION V: Incorporation and Repealer

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


SECTION VI: Effective Date

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

SO ADOPTED AND ORDAINED by the City Council of Dawsonville, Georgia, this 17 day of July, 2023.

[Executions on Following Page]

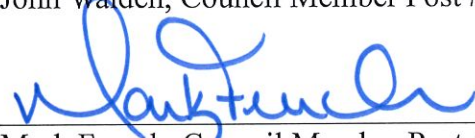
MAYOR AND DAWSONVILLE CITY COUNCIL

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



INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this "Agreement") is made and entered into as of the 17, day of July, 2023, by and between the CITY OF DAWSONVILLE, GEORGIA, a municipal corporation of the State of Georgia (the "City"); and the ETOWAH WATER AND SEWER AUTHORITY ("EWSA") (hereinafter collectively the "Parties").

WITNESSETH:

WHEREAS, the Parties are authorized to enter into this Intergovernmental Agreement 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)); and

WHEREAS, the City has an established potable water utility and a sanitary sewer utility which provide potable and waste water services to portions of Dawson County, Georgia; and

WHEREAS, EWSA has an established potable water utility and a sanitary sewer utility which provide potable and waste water services to portions of Dawson County, Georgia; and

WHEREAS, the City and EWSA have previously entered into agreements pertaining to the division of service areas for Dawson County, Georgia; and

AND WHEREAS, the City and EWSA desire to terminate all prior agreements pertaining to the division of service areas for Dawson County, Georgia, and enter into this new agreement pertaining to the division of service areas for Dawson County, Georgia.

NOW THEREFORE, in consideration of the mutual benefits to the City and EWSA, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties enter into this Intergovernmental Agreement upon the following terms, conditions, and stipulations:

1. Service Area Map. Attached hereto as Exhibit A is the map which shall be used to delineate between the service area of the City and that of EWSA. Any area in Dawson County, Georgia not delineated on the map and described herein as an area the City shall serve with potable water and/or sanitary sewer services shall be served by EWSA.

a. *General Delineation:* The attached Exhibit A has an area delineated with red cross hatching. The area delineated with red cross hatching shall be served by the City for both potable water and sanitary sewer purposes (subject to any specific exceptions noted herein). The area delineated with blue hexagons shall be served by the City for sewer only (EWSA shall serve water within that area).

- i. To the extent not otherwise clearly included in the general description of § 1(a), Perimeter Road (marked with a solid black line along the eastern side of the City's water and sewer area) will be the line of delineation between the service area of the City and EWSA. Those areas on Perimeter Road which will gravity flow to the collection system for sanitary sewer of the City of Dawsonville shall be within the service area of the City of Dawsonville for potable water and sanitary sewer purposes, except as may be otherwise specified below.
- ii. The City's service area for potable water and/or sanitary sewer shall specifically include the area commonly known as "Pigeon Creek," which area is shown on the attached Exhibit "A" in the northwestern area of the red cross hatched portion of the map, lying to the West of Shoal Creek Road.
- iii. In the northeastern portion of the City's service area, for the Crown Pointe and Gold Creek Communities, the City shall provide sanitary sewer service, while EWSA shall provide potable water service.
- iv. Tax Map Parcel No. D05 005, which at the time of this agreement is known as The Place of Dawson a/k/a Ric Rack, which lies to the north of Perimeter Road at its intersection with Highway 9, North, shall be served by the City for potable water and sanitary sewer purposes.
- v. Tax Map Parcels D05 032, D05 033, D05 013, and D05 012, which at the time of this agreement make up the campus of the First Baptist Church of Dawsonville, shall be part of the service area of EWSA. However, EWSA shall pump untreated wastewater to the City of Dawsonville collection system for treatment purposes.
- vi. Any areas in Dawson County, Georgia, not described above as being within the service delivery area of the City shall be within the service delivery area of EWSA for potable water and sanitary sewer purposes.

2. Cooperative Provision of Services: The following provisions shall govern the relationship between the Parties when either utilizes the services of the other for the provision of potable water or sanitary sewer services in their service area.

a. Rates and Billing For Services Acquired from one Party by the Other Party to this Agreement: in the event the City utilizes the services of EWSA to provide potable water or sanitary sewer services in the City's service area, or in the event EWSA utilizes the services of the City to provide potable water or sanitary sewer services in the service area of EWSA, the party utilizing the services of the other shall pay the lowest tiered, non-discounted (i.e. no senior discounts, etc.) volumetric rate for such services between them. By way of example and not limitation, this provision shall apply to EWSA's utilization of the City's sanitary sewer treatment facilities described in § 1(a)(v), above, and EWSA shall pay to the City the lowest tiered, non-discounted volumetric rate for services, whether that volumetric rate be the rate of EWSA or the rate charged by the City. Billing shall be done on a monthly basis based upon the water meter usage within the area served.

b. Billing for when a service area falls within one entity for water, and another entity for sanitary sewer: The bill for the services provided as described in this paragraph shall be based on any base rate charged by the City or EWSA based on the water meter usage within the area served (that is, shall include any base rate plus the charge for water usage above the base rate, if any). The total meter usage for each billing period shall serve as the basis for invoicing. The Parties will work cooperatively to handle billing, including administrative fees to handle billing, penalties and termination for non-payment. By way of example and not limitation, in the areas described in § 1(a)(iii), EWSA shall coordinate and handle the billing for both potable water and sanitary sewer (the latter of which shall be billed at the rates and fees established by the City (including its "base rate" any applicable usage fees, any overdue amounts at the time and late fees) and provided to EWSA for that service, plus any other reasonable administrative fees, penalties and nonpayment fees charged by EWSA). Billing shall be based upon individual meter readings, and EWSA shall provide a report of water usage to enable the City to establish the amount due for sanitary sewer service which amounts shall be provided to EWSA. EWSA shall make payment to the City for those amounts collected within 30 days of billing the customer and shall provide a report to the City detailing the amounts collected per account. Any amounts collected after 30 days of billing shall be paid during the next billing cycle. All billing and enforcement matters vis a vis the customers shall be the responsibility of EWSA, as the service provider for water in this instance. The foregoing notwithstanding, with respect to enforcement in the stated example for non-payment, EWSA shall not differentiate between whether a customer attempts to pay a bill for water service or for sewer service, but shall treat the said bill as indivisible, and if any portion of the bill is not paid then EWSA shall follow its normal and customary practices for shutting off the water utility service.

c. Cooperative Provision of Services: In the event that a Party desires to extend one or more services within its service area, but cannot at that time extend both services to that portion of its service area, and the other Party has the capacity and the ability to extend the other service, then the Party possessing the service area may request the assistance of the other. The Party providing service outside of its service area shall provide the service so long as it has sufficient capacity, sufficient infrastructure in place (i.e. capacity in lift stations, sufficiently sized lines, etc.), and will be able to meet its projected capacity needs for the next thirty-six (36) months within its own service area while doing so. The Party providing the service outside of its service

area shall invoice the other Party at the lowest, non-discounted, retail volumetric rate (i.e. no senior citizen discounts, etc.) for the provision of that service.

- i. The determination of whether or not a Party has capacity to provide a service as discussed in § 2(c) shall take into consideration the existing ability of the utility to provide service (considering any and all infrastructure or treatment limitations), any capacity for which a deposit or fee has been paid even if not actually allocated at the time the determination is made, any projected or planned projects about which the entity providing the service is aware, as well as any materials prepared by, or for, and utilized by the providing utility for its planning purposes. The Party providing a service outside of its service area may rely upon the determination of an engineer experienced in utility planning matters in making the determination as to whether or not it has the capacity required to provide a requested service outside of its service area.
- ii. The Party providing a service outside of its service area shall not be required to incur a capital expense to extend infrastructure to customers outside of its service area. Any infrastructure expansion expense shall be the responsibility of the Party requesting the extraterritorial service or third Parties, even to the extent that work is done within the service area of the Party providing extraterritorial service. Once in place, the Party providing extraterritorial service shall maintain and bear the cost of maintaining its infrastructure within its service area, while the entity receiving service in its service area shall be responsible for maintaining the infrastructure within its service area.
- iii. It is the overall intent of the Parties that the provisions of this § 2(c) shall be temporary in nature, such that services shall be provided by the Party possessing the service area in question as soon as practicable. To that end, “tap fees” or “capacity fees” assessed for the provision of services shall be retained by the Party holding the service area, so long as the provision of extraterritorial service is for a period of thirty-six (36) months or less. In the event that the Party providing extraterritorial service does so for in excess of 36 months, then the “tap fees” or “capacity fees” shall be remitted to the Party providing the service, and the fees remitted shall be non-refundable
- iv. The following **hypothetical** is an example used only for the purpose of illustrating how this § 2(d) is expected to work. Parcel A is in the service area of EWSA for both potable water and waste water services. EWSA has the ability to provide potable water to Parcel A, but not the ability to provide waste water services to Parcel A. EWSA requests the City to provide waste water services to Parcel A, believing that it has the ability to do so. The City may consult with an engineer experienced in the provision of and planning for waste water utility systems, and if it is determined that the City does not have the capacity to provide the requested service based upon the

criteria discussed above, the City shall notify EWSA and this shall end the matter as to Parcel A with respect to the City. However, if it is determined that the City has the capacity to provide the service based upon the criteria described above, then the City shall do so. Any costs to extend the City's infrastructure shall be borne by a Party other than the City. The City shall bill EWSA for the sanitary sewer charges at the lowest tiered non-discounted, retail volumetric rate, and shall thereafter maintain the infrastructure which is located within the City's service area. So long as within 36 months of the date that the service is first provided by the City, EWSA extends (or has a fully executed contract to extend with a notice to proceed issued) its infrastructure so as to provide sanitary sewer service to Parcel A, then EWSA shall retain any collected "capacity" or "tap" fees. If EWSA does not so extend its service (or have a fully executed contract to extend service with a notice to proceed issued) to Parcel A within 36 months, then the "capacity" or "tap" fees shall be remitted to the City.

3. *Changes to Service Delivery Area:* In the event that a Party ("Declining Party") desires not to provide water and/or wastewater services to an area ("Declined Area") within its service area prior to or after it has secured cooperation of the other Party per Section 2 (d) above, and the other Party desires to expand its service area to include the Declined Area, the other party may notify the Declining Party, in writing, of its desire to discuss a service delivery area amendment for the Declined Area. The Parties shall negotiate in good faith for a period of not less than 60 days after such notice is provided. In the event that no agreement is reached, the Party requesting the change may demand mediation of the issue, and the Parties shall schedule and attend a mediation of the service delivery request within 120 days of the date of the demand. Any agreement reached at mediation shall be binding on the Parties. If agreement is not reached, the provisions of this IGA and the service areas delineated herein shall continue in full force and effect. The foregoing notwithstanding, nothing in this paragraph shall limit or prohibit any communications between the parties to this agreement about the provision of services, including but not limited to one party's belief or proposal as to how services may be more efficiently provided.

4. *Disputes:* In the event there is a dispute arising out of or related to this Agreement, including but not limited to the interpretation to be placed on this Agreement and its terms, either Party may, but at least one Party shall, give written notice to the other of the dispute. Thereafter, the Parties shall negotiate in good faith for a period of not less than 60 days after such notice is provided. In the event that no agreement is reached, either Party may demand mediation of the dispute, and the Parties shall schedule and attend a mediation of the dispute within 120 days of the date of the demand for mediation. The foregoing shall be a condition precedent to the right to pursue legal action under this Agreement. The Parties each agree to continue the provision of services under this Agreement during the entire dispute resolution process, including any legal action. Furthermore, the Parties each agree and covenant that, if the dispute arises out of or relates to a dispute as to the service delivery areas described herein, and whether or not one of the Parties may extend service to an area, no extension of service will be initiated (or if initiated already, it shall not be completed) until this dispute including any and all appeals thereof, if any, are fully and finally resolved.

5. Governing Law, Venue. This Intergovernmental Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Any litigation filed which arises out of or relates to this Agreement shall be filed in the Superior Court of Dawson County, State of Georgia.

6. Entire Agreement/Amendment. This Intergovernmental Agreement contains the entire agreement of the Parties as to the matters discussed herein, and supersedes all prior communications or agreements, whether oral, written, or understood, regarding the subject of this Intergovernmental Agreement. This Intergovernmental Agreement may be modified or amended only in writing properly executed by both Parties.

7. Severability. If any portion of this Intergovernmental Agreement shall be held to be invalid, illegal, void or otherwise unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Intergovernmental Agreement is invalid or unenforceable but that, by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8. Third Party Beneficiaries. This Intergovernmental Agreement is entered into for the benefit of the Parties hereto only and shall confer no benefits, direct or implied, to any third persons or authorize anyone not a party to this Intergovernmental Agreement to maintain an action pursuant to the terms or provisions of this Intergovernmental Agreement.

9. Notification. Any notices required to be given pursuant to the provisions of this Intergovernmental Agreement shall be given in writing and shall be deemed received, and shall be effective when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the other Party at the address given below, or at a substitute address furnished to the Party by written notice in accordance herewith:

To Etowah Water & Sewer Authority	To City of Dawsonville
General Manager	City Manager
1162 Hwy. 53	415 Hwy. 53 East
Dawsonville, Georgia 30534	Dawsonville, Georgia 30534

10. Authority. Each of the individuals executing this Intergovernmental Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Intergovernmental Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Intergovernmental Agreement is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

11. Records. Each Party shall maintain any records relating to matters covered by this Intergovernmental Agreement as required by Georgia law. Such records shall be maintained for a period of three years following the termination of this Intergovernmental Agreement.

11. Records. Each Party shall maintain any records relating to matters covered by this Intergovernmental Agreement as required by Georgia law. Such records shall be maintained for a period of three years following the termination of this Intergovernmental Agreement.

12. Modification; Waiver. No modification or waiver of any of the terms and conditions of this Intergovernmental Agreement shall be effective unless such modification or waiver is expressed in a writing executed by each of the Parties hereto.

13. Force Majeure. Neither EWSA nor the City shall be liable for their respective nonnegligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Intergovernmental Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Intergovernmental Agreement legally impossible; (d) earthquake, fire, explosion, flood, or pandemic; (e) strike or labor dispute; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

14. Counterparts. This Intergovernmental Agreement may be executed in multiple counterparts, and each counterpart shall be considered an original.

15. Term. The term of this Agreement shall be fifty (50) years, unless the same is amended by the Parties hereto, in writing.

16. Interpretation. The Parties hereto have cooperated in the preparation of this Intergovernmental Agreement, and hence, it shall not be interpreted or construed against or in favor of either Party by virtue of identity, interest, or affiliation of its preparer.

IN WITNESS WHEREOF, the City and EWSA have caused this Intergovernmental Agreement to be executed under seal as of the Effective Date first written above.

Adopted this 17 day of July, 2023.

Etowah Water & Sewer Authority

Jim King, Chairman

Attest:

Secretary: Doug Schuster

City of Dawsonville, Georgia

Michael Eason, Mayor

Attest:

Clerk, City of Dawsonville, Georgia

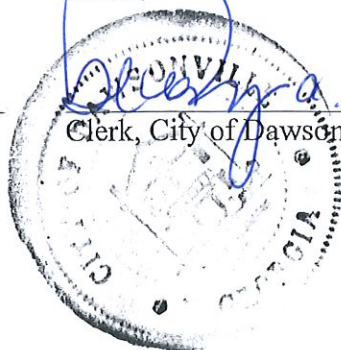
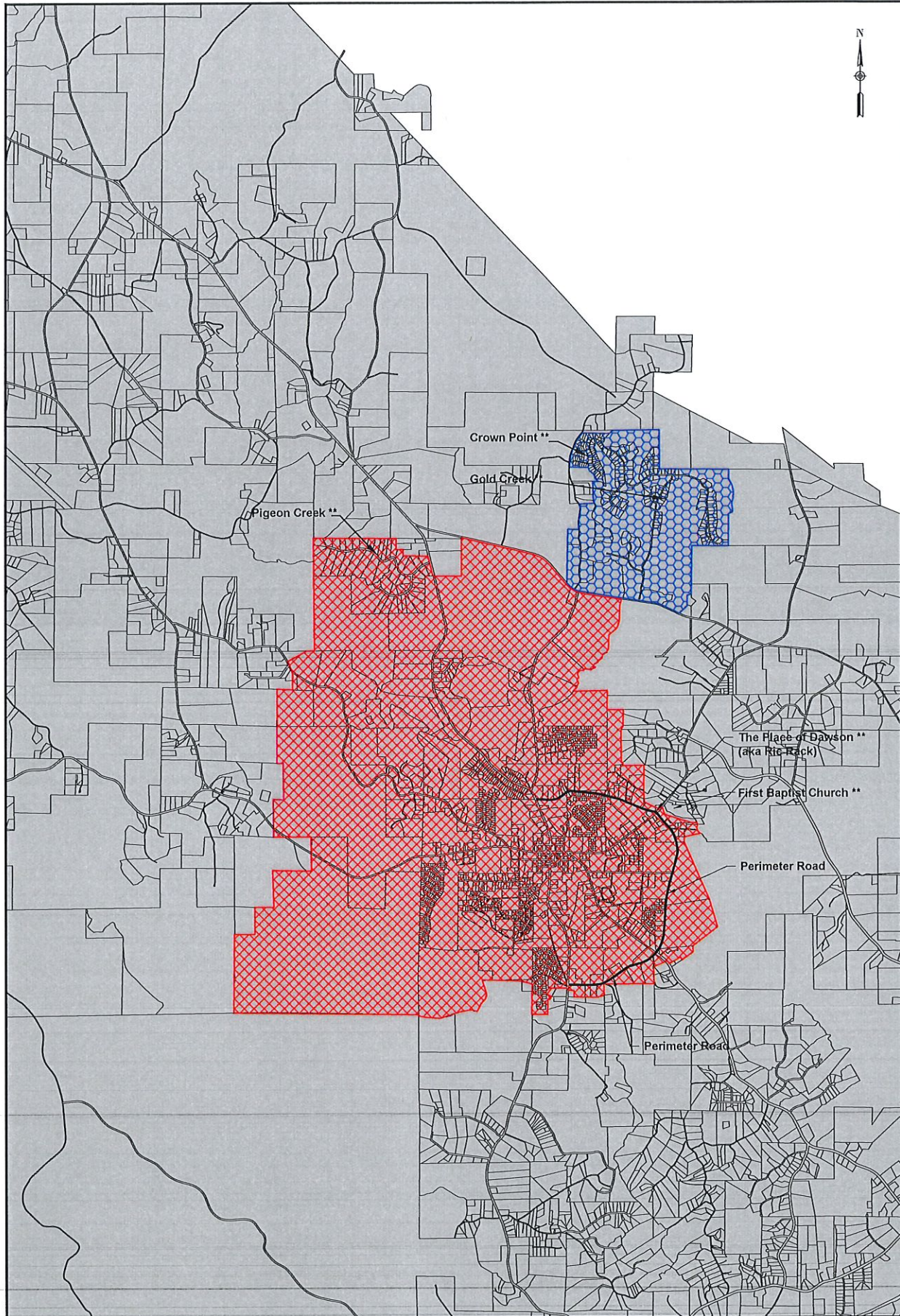


Exhibit "A"




LEGEND

CITY OF DAWSONVILLE WATER & SEWER AREA 

CITY OF DAWSONVILLE SEWER ONLY AREA 

** APPROXIMATE LOCATION



SCALE: 1" = 1000'

CITY OF DAWSONVILLE
WATER & SEWER SERVICE AREA
MARCH 2023

ALL AREAS WITHIN DAWSON COUNTY NOT SPECIFIED WITHIN THE CITY OF DAWSONVILLE'S SERVICE AREA ARE WITHIN ETOWAH WATER AND SEWER'S SERVICE AREA.



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7b

SUBJECT: **APPROVE AGREEMENT TO DISMISS AND RELEASE CLAIMS**

CITY COUNCIL MEETING DATE: 08/07/2023

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO REQUEST APPROVAL FOR THE AGREEMENT TO DISMISS AND RELEASE CLAIMS AGAIN PUBLIX IN THE OPIOID LITIGATION SUIT

HISTORY/ FACTS / ISSUES:

- **CITY APPROVED A RESOLUTION AGREEING TO SETTLE WITH PUBLIX ON 04/17/2023; AGREEMENT IS THE FOLLOW UP PIECE TO THE RESOLUTION**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

RECOMMEND APPROVING BY CITY ATTORNEY

REQUESTED BY: Kevin Tallant, City Attorney

CONFIDENTIAL AGREEMENT TO DISMISS AND RELEASE CLAIMS

This Confidential Agreement to Dismiss and Release Claims (the “Agreement”) is entered into by and between:

(1) Publix Super Markets, Inc. (“Publix”), on the one hand; and

(2) each of Carroll County, Catoosa County, Chattooga County, Colquitt County, Floyd County, Gordon County, Murray County, Telfair County, Whitfield County, City of Ashburn, City of Calhoun, City of Carrollton, City of Cartersville, City of Chatsworth, City of Dawsonville, City of Helen, City of Jackson, City of Marietta, City of McDonough, City of Moultrie, City of Ringgold, City of Rome, City of Snellville, City of Valdosta, City of Villa Rica, City of Winder, and City of Woodstock (collectively, the “Local Governments”), on the other hand.

Publix and each of the Local Governments are referred to in this Agreement as a “Party” and collectively as the “Parties.”

A. Recitals

1. On March 2, 2018, some of the Local Governments filed an action against Purdue Pharma L.P. (and others) in the United States District Court for the Northern District of Georgia (*City of Rome, et al. v. Purdue Pharma, L.P., et al.*, Case No. 4:18-CV-0052), which was later transferred to the United States District Court for the Northern District of Ohio (Case No. 1:18-op-45282-DAP), asserting various causes of action, including claims arising from and relating to the manufacturing, marketing, advertising, distribution, selling, and dispensing of opioid medications, including the filling of prescriptions for opioid medications (the “Lawsuit”). The Lawsuit was later amended to include all of the Local Governments as plaintiffs and Publix as one of the many defendants.

2. Among others, the Lawsuit asserts a claim for public nuisance brought on behalf of the Local Governments’ citizens and based on Publix’s alleged acts or omissions both within and outside of the territorial jurisdictions of the Local Governments (the “Publix Nuisance Claim”).

3. Publix (i) denies any wrongdoing relating to the allegations and claims concerning it in the Lawsuit and (ii) maintains that it would be able to successfully defend against such allegations and claims at trial, that the facts do not support the allegations, that it has not engaged in any misconduct or unlawful activity, and that it has not caused any harm to the Local Governments or their residents.

4. To avoid the expense and uncertainty of litigation, including the interruptions caused by such potential protracted litigation, the Local Governments and Publix have engaged in efforts to resolve the Lawsuit as it concerns Publix.

5. On March 8, 2023, the Parties reached a resolution in principle and now enter into this Agreement, which memorializes in writing the terms on which such resolution was reached.

6. This Agreement will take effect upon the date of the last Party's signature hereto (the "Effective Date"), except that Section B(4) and B(20) apply to each Local Government from and after the time that the Local Government approves entering into this Agreement.

7. By entering into this Agreement, Publix denies any liability or wrongdoing on its part and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing.

B. Agreement

In consideration of the promises, representations, warranties, covenants, and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, by their respective authorized representatives, covenant and agree as follows:

1. **Release & Covenant Not to Sue.** Upon delivery of the Community Contribution Funds as provided in Section B(3), the Local Governments (including their respective departments, agencies, divisions, commissions, districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency service districts, special districts, boards, instrumentalities of any kind, attorneys, and officers) forever release and discharge the "Publix Released Parties" for and from the Released Matters. The "Publix Released Parties" are Publix and its direct and indirect companies, parent companies, subsidiaries, and affiliates, as well as the present, future, and former partners, members, shareholders, officers, directors, employees, agents, representatives, attorneys, predecessors, successors, insurers, and assigns of each and every one of the foregoing. The Released matters are:

(a) any and all claims asserted or that could have been asserted against Publix in the Lawsuit;

(b) any and all past, present, or future causes of action, claims for relief, crossclaims or counterclaims, theories of liability, demands, derivative claims, requests, assessments, charges, covenants, damages, debts, liens, losses, penalties, judgments, rights, obligations, disputes, suits, contracts, controversies, agreements, parens patriae claims, promises, performances, warranties, omissions, or grievances of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local statute, regulation, guidance, ordinance, common law, or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or that may hereafter accrue, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorneys' fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever, from the beginning of time through the Effective Date (and any past, present or future consequence of any such act, failure to act, negligence, statement, error, omission,

breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity), arising from or relating in any way to the:

(i) distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, handling, coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, loss, theft, diversion and/or any similar act or failure to act related to any "Product." "Product" means (1) any controlled substance including, without limitation, any opioid or opiate, benzodiazepine, muscle relaxer or stimulant, as well as any product containing any such a controlled substance, and/or (2) any non-controlled chemical substance prescribed, sold, bought, or dispensed to be used together or in a combination or "cocktail" that includes opioids or opiates;

(ii) the use and/or abuse of any Product; orders, prescriptions, formularies, guidelines, payments and/or rebates for any Product; policies, practices and/or operating procedures, statements, contracts, commercial arrangements, insurance, claim and/or benefit administration, claim adjudication, plan design, data and/or sales thereof, and/or any similar act or failure to act relating to any Product; and/or any system, plan, policy and/or advocacy relating to any Product, including but not limited to unbranded promotion, marketing, programs, and/or campaigns related to any Product and/or class of Product;

(iii) the characteristics, properties, risks and/or benefits of any Product;

(iv) the reporting, disclosure, non-reporting and/or non-disclosure to federal, state and/or other regulators of orders and/or prescriptions, theft, loss, diversion and/or any similar conduct related to any Product;

(v) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, and/or converting any Product; or

(vi) controls or lack of controls against diversion, corresponding responsibility, and/or suspicious order monitoring related to any Product; and

(c) the alleged past, present, and future financial and societal harms and related expenditures arising out of the alleged misuse and abuse of the Product, including those expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that (as alleged by the Local Governments) have allegedly been caused by Publix, including, but not limited to, all harms allegedly flowing from the activities described in Section B(1)(a) and B(1)(b)(i)-(vi).

This release is broad and shall be interpreted so as to give the Publix Released Parties the broadest possible bar against any liability relating in any way to any of the Released Matters.

This Agreement shall be a complete bar to any of the Released Matters, including actions by third parties seeking to recover for harms to or in the Local Government's geographic territories allegedly related to or cause by the Released Matters. The Parties agree this release is intended to cover and to resolve any and all claims and any and all liability of Publix associated with the public nuisance and harm resulting therefrom alleged under the Public Nuisance Claim to have been caused or contributed to by Publix with respect to the Local Governments' citizens or otherwise within the geographic territories of the Local Governments including, without limitation, claims for and liability associated with abatement of same.

The Local Governments further covenant not to institute, participate in (except as compelled by judicial process), or continue any proceeding, suit, or action, at law or in equity, and including any administrative action, against any Publix Released Parties over any of the Released Matters.

2. **Remedies.**

a. **No rescission.** Notwithstanding anything to the contrary in this Agreement, no breach of this Agreement and no alleged mistake or unintentional omission will be cited as a basis for withdrawing, rescinding, excusing, or terminating any of the promises, obligations, waivers, or releases set forth in this Agreement.

b. **Breach of Covenant Not to Sue.** The commencement or continuation of any action or proceeding, or portion of an action or proceeding, that is inconsistent with the release and covenant not to sue will be deemed a breach of this Agreement, for which Publix Released Parties will be entitled to recovery of all resulting costs and reasonable attorneys' fees as part of any judgment or disposition of such action, whether or not asserted in the form of a counterclaim or separate prayer for relief, and without limitation of any other available damages and remedies. The Parties acknowledge that the breach of the above covenant not to sue would cause immediate and irreparable harm for which money damages would be inadequate. In the event of such breach, the Local Governments agree that such covenant not to sue may be enforced by specific performance and injunctive relief without proof of actual injury.

c. **Remedies Not Exclusive.** No remedy set forth in this Agreement will be construed as an exclusive remedy but will be deemed in addition to all other remedies available at law or in equity.

3. **Community Contribution Funds.** Upon the execution of this Agreement by all of the Local Governments *and* satisfaction of the condition in Section B(17), Publix will deliver a check (made payable to the law firm of "Brinson, Askew, Berry, Seigler, Richardson & Davis, LLP" as counsel for the Local Governments) in the amount of Two-Hundred Ninety Thousand Dollars (\$290,000.00) (the "Community Contribution Funds") in the care of the following:

J. Anderson Davis, Esq.
Brinson, Askew, Berry, Seigler, Richardson & Davis, LLP
The Omberg House
615 West 1st Street
Rome, Georgia, 30161

The Community Contribution Funds will be delivered within 60 days of the Effective Date or dismissal with prejudice of Publix from the Lawsuit, whichever is later.

4. **Public Statement.** Notwithstanding Section B(20) below, the Parties are permitted, but not required, to release a statement that reads:

By or on behalf of any of the Local Government:

We appreciate Publix as a good community partner in many areas of Georgia. Our experience resolving the litigation on behalf of these Georgia cities and counties was no different. We acknowledge the company denies any wrongdoing regarding its pharmacy business and appreciate its willingness to make a contribution, on behalf of each of the Publix pharmacies in these communities, to be used to support local programs and services.

By or on behalf of Publix:

As a good community partner, Publix has a history of taking care of the customers and communities they serve, as well as their associates. Resolving the litigation brought by 24 political subdivisions in Georgia is no different. Publix engaged directly with local representatives who know the company's corporate culture and all parties were committed to similar outcomes. While the company denies any wrongdoing, Publix appreciates the opportunity to make a contribution, on behalf of each of the Publix pharmacies in these communities, to be used to support local programs and services.

5. **Attorneys' Fees.** The Parties will bear their own attorneys' fees, expenses, and costs in connection with this Agreement and the Lawsuit. Notwithstanding the foregoing, in the event of an action by any Party to enforce the terms of this Agreement, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees as part of any judgment or disposition of such action, whether or not pleaded as a separate prayer for relief, claim, or cause of action.

6. **The Local Governments' Counsels' Representations.**

a. **Scope of Engagements.** Counsel for the Local Governments represent and agree that the Local Governments in Georgia are the only Georgia clients that they represent who allege any cause of action, nuisance, injury (economic or otherwise) arising from or relating to the Released Matters, irrespective of whether such clients have filed any legal action. Publix and counsel for the Local Governments agree that while nothing in this Agreement is intended to operate as a restriction on the right of counsel to practice law within the meaning of Georgia Rule of Professional Conduct 5.6(b), or any other applicable ethical rules or legal requirements, counsel for the Local Governments represent that they have no present intent to solicit, represent,

assist, or file or assert any claim on behalf of any clients not a party hereto, or not currently represented by Counsel for the Local Governments in other states or territories, for the purpose of bringing claims against the Publix Released Parties in connection with any of the Released Matters.

b. **No Sharing Material.** Except as such agreement may be forbidden by the Georgia Rules of Professional Conduct 1.16 and/or Rule 5.6, or any other applicable ethical rules or legal requirements, including but not limited to the Georgia Open Records Act, counsel for the Local Governments represent and agree that they will not directly or indirectly share or make available to any plaintiff, potential plaintiff, or their counsel: (i) any materials or information developed in the Lawsuit, including, but not limited to, correspondence, notes, analyses, interview memoranda, exhibit and witness lists, demonstrative exhibits, witness examination outlines, expert reports and exhibits, and results of jury research; (ii) experts, if any, with whom counsel for the Local Governments have entered into exclusive retention agreements; or (iii) documents or communications regarding the negotiations giving rise to this Agreement, including the papers regarding the methodologies and computations relating to or concerning the Community Contribution Funds.

c. **Return of Materials Produced in Discovery.** Except as such agreement may be forbidden by the Georgia Rules of Professional Conduct 1.16 and/or Rule 5.6, or any other applicable ethical rules or legal requirements, counsel for the Local Governments represent and agree that they will return to Publix, or certify destruction of, all materials produced in discovery, whether formally or informally, including confidential information as defined in any applicable confidentiality order(s), whether in their possession or in the possession of their clients, experts, consultants or other persons within their control, within 45 calendar days of the Effective Date of this Agreement, and shall provide written confirmation to Publix's counsel that such return or destruction has occurred. If necessary, the Parties shall jointly move to amend any applicable confidentiality order(s) to provide for such return or destruction of confidential information.

7. **Parties' Warranties and Representations**

a. The persons executing this Agreement on behalf of the Parties are 18 years of age or older, of sound mind, laboring under no disabilities, and are legally competent and authorized to execute this Agreement and bind their respective Party to its commitments and undertakings in this Agreement;

b. The persons executing this Agreement are entitled to make the releases herein, and the Parties have not assigned or otherwise transferred to any person or entity any matter released by this Agreement;

c. Each Local Government, and each person signing on its behalf, represents and warrants that the Local Government has complied with all laws, ordinances, regulations, and procedures, and otherwise has taken all action, necessary to approve the Agreement and make it a binding commitment of the Local Government;

d. The Parties are relying upon, and have been induced by, only the

representations, covenants, and warranties contained in this Agreement;

e. The Parties have relied and are relying solely upon the advice of their own attorneys and their own judgment, belief, and knowledge of the legal nature, extents, and effects and consequences of this Agreement;

f. No promise, inducement, or agreement not herein expressed has been made by any of the Parties, their representatives, or counsel; and

g. It is understood and agreed by the Parties that this resolution is a compromise of disputed claims, and that the release and payment herein (or any other good and valuable consideration) are not to be construed as an admission of wrongdoing or liability on the part of Publix, and that any such wrongdoing or liability is expressly and unequivocally denied by Publix.

8. **Notices.** All notices sent pursuant to this Agreement or by law shall, unless otherwise provided in this Agreement, be in writing, shall be personally delivered or sent by reputable overnight courier (such as FedEx), addressed to the Parties as set forth below, and with a copy by email to counsel for the Parties:

If to Publix: Michael Kohler at michael.kohler@millermartin.com

If to the Local Governments: Andy Davis at adavis@brinson-askew.com.

Each notice, demand, request, or other communication shall be deemed served two (2) business days after deposit with an overnight delivery service or on the date of delivery if sent by messenger against receipt or on the date of delivery if sent via email. Any notice which is refused or returned as undeliverable when properly addressed, shall be deemed received in accordance with the previous sentence. Notice of change of address shall be given in written notice in the manner detailed in this subsection.

If to Publix:

Publix Super Markets, Inc.
3300 Publix Corporate
Lakeland, Florida, 33811-3311
Attn: General Counsel

If to Local Governments:

J. Anderson Davis, Esq.
Brinson, Askew, Berry, Seigler, Richardson & Davis, LLP
The Omberg House
615 West 1st Street
Rome, Georgia, 30161

9. **Severability of Clauses.** If any sentence, phrase, provision, portion, or clause of this Agreement should at any time be declared or adjudged invalid, unlawful, unconstitutional, or

unenforceable for any reason, said adjudication or declaration shall in no manner or way affect the other sentences, phrases, provisions, portions, or clauses of this Agreement, and all remaining portions shall remain in full force and effect as if the portion adjudged or declared invalid was not originally a part thereof.

10. **Counterparts.** A facsimile signature or signatures transmitted in PDF by electronic email will be binding and enforceable to the same extent as an original signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. When each Party has signed and delivered at least one (1) such counterpart to the other Party, each counterpart shall be deemed an original and taken together shall constitute one and the same agreement that shall be binding and effective as to all Parties. The Agreement will not be considered fully executed unless and until it has been executed by all Parties.

11. **Entire Agreement; Successors in Interest; No Third-Party Beneficiaries; Final and Conclusive Agreement.** This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein. By executing this Agreement, the Parties represent that they have not received and have not relied upon any statement, representation, promise or omission by any other Party, nor relied upon any assumption caused by any other person, including any statements, representations, promises, omissions or assumptions that were made or arose in the course of their discussions or in negotiating this Agreement. The Parties understand that they are adversaries to a dispute, that any such reliance would not be reasonable, that they are foregoing their opportunity to take discovery as a part of any lawsuit, and that they are compromising and releasing claims without information that might have been discoverable in such a proceeding. The Agreement will be binding upon and inure to the benefit of the Parties hereto and the successors and assigns of each. Other than as expressly stated in this Agreement, this Agreement is not intended to create any rights in third parties or any third-party beneficiaries other than persons for whom a direct benefit is specifically provided for hereunder. The Parties acknowledge that they have been represented in the negotiations for, and in preparation of, this Agreement by counsel of their choice, that they have read this Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of the legal effect of each and every provision thereof. Each Party has made such investigation of the facts pertaining to this Agreement and of all of the matters pertaining thereto as it deems necessary.

12. **Governing Law & Choice of Forum.** The Parties agree that the laws of the State of Georgia will govern the validity and interpretation of this Agreement and that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions or obligations or claiming breach thereof, will exist exclusively in the state or federal courts having jurisdiction in and over Floyd County, Georgia. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with, this paragraph, and stipulates that the state or federal courts having jurisdiction in and over Floyd County, Georgia, *shall* have in personam jurisdiction and venue over each of

them solely for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. The Parties hereby submit to the jurisdiction and venue of such courts and waive any right to challenge or otherwise object to personal jurisdiction or venue in any action commenced or maintained in such courts.

13. **Construction.** The Parties agree that the terms and conditions of this Agreement are the result of the joint drafting among the Parties and/or their counsel, and no law or rule requiring the interpretation of uncertainties against a drafting party will apply.

14. **Modification.** This Agreement may not be changed, altered, or modified except in writing signed by all the Parties to this Agreement. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all the Parties to this Agreement.

15. **Survival of Representations and Warranties.** All representations and warranties set forth in this Agreement will be deemed continuing and shall survive the Effective Date.

16. **Additional Documents.** All Parties to this Agreement agree to cooperate fully and execute and deliver any and all supplementary documents, to provide all information, and to take and refrain from taking any and all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

17. **Dismissal With Prejudice.** Within 10 business days of the Effective Date, the Local Governments will file the necessary paperwork to dismiss, or seek to dismiss, Publix from the Lawsuit with prejudice. The Parties agree such filing shall not be necessary, however, if, prior to the deadline for such filing, the court has granted Publix's pending motion in the Lawsuit to dismiss, and provided the Local Governments comply with their obligations in Section B(2)(b) and no Local Government shall take any action to appeal, revive, reinstate, refile, or otherwise pursue its claims in any respect against Publix in any administrative, state, or federal tribunal.

18. **Headings.** Headings are for convenience only and are not part of the Agreement and shall not be used in construing this Agreement.

19. **Recitals.** The Recitals above are adopted and incorporated in this Agreement as if stated verbatim here.

20. **Confidentiality and Limited Non-Disclosure.** As an inducement to Publix entering into this Agreement, but Publix recognizing that Local Governments are limited in providing confidentiality, and in consideration of One Hundred and 00/100 Dollars (\$100.00), which is part of the payment in Section B(3) above:

a. The Local Governments and their counsel agree that they will not directly or indirectly disclose, publish, publicize, disseminate, or otherwise communicate to any individual or entity any term, condition, or provision of this Agreement, including the settlement amount, except as expressly allowed below.

b. The confidentiality provisions in this Agreement do not prohibit or restrict

the Local Governments from making such disclosure as is required by law, including but not limited to the Georgia Open Records Act, acting in an open meeting to approve a Resolution to resolve this matter, and approving this Agreement in an opening meeting, or disclosures or communications to governmental agencies or entities, attorneys, insurers, reinsurers, or accountants who require such information. Under these circumstances, the Local Governments will not disclose the amount of the Community Contribution Funds unless necessary and will make every effort to limit the disclosure to only those individuals who require the disclosure.

c. In the event that, pursuant to a valid subpoena, court order, or other valid legal process in any litigation, the Local Government's attendance, testimony, or production of documents is commanded or required which would require disclosure of the Agreement and/or any of its terms, conditions, or monetary consideration, unless prohibited or restricted by applicable law or court order, the Local Governments will promptly provide Publix with written notice for the purpose of determining whether to intervene in order to maintain the confidentiality of the information, and shall exercise reasonable efforts to attempt to maintain the confidentiality of this Agreement. Nothing herein shall require the Local Governments to provide notice to Publix of any Open Records request that may seek disclosure of the Agreement and/or other documents associated herewith.

d. In the event that any of the Released Matters are asserted against any of the Publix Released Parties, nothing shall prohibit them from referencing or using this Agreement in that proceeding, including, but not limited to, in any pleading, motion, discovery response, or as an exhibit at hearing or trial.

e. Except as provided in subparagraph b., above, the Local Governments and their employees, attorneys, agents, and any other representatives covenant and agree that they will not disclose or reveal to any person, corporation, newspaper, radio station, television station, or any other entity whatsoever, nor will they directly or indirectly, cause to be disclosed, revealed, published, publicized, disseminated, or communicated, to any person, corporation, media outlet or entity, any information whatsoever concerning the amount, terms, methodologies, computations, or conditions of this Agreement, including the Community Contribution Funds.

f. If there is a breach of this Section (as qualified by the exceptions in subparagraph b., above) resulting from a statement (other than a statement authorized by section B.4, above) to any press or media outlet or to other litigants or potential litigants or their counsel, the Local Governments and their counsel agree and stipulate that damages which would result from such breach may be substantial but difficult to quantify; therefore, in the event of a breach described in this subparagraph, the Local Governments and their counsel agree that Publix will be entitled to recover, solely from the breaching Local Government, liquidated damages of the amount that the breaching party received from the Community Contribution Funds or \$10,000, whichever is less.

[SIGNATURES FOLLOW ON THE NEXT 4 PAGES]

Publix Super Markets, Inc.

By: _____
Title: _____
Date: _____

Counsel for the Local Governments as to Sections B(6) & B(20) only:

**Brinson, Askew, Berry, Seigler,
Richardson & Davis, LLP**

By: _____
Title: _____
Date: _____

**McCamy, Phillips, Tuggle & Fordham,
LLC**

By: _____
Title: _____
Date: _____

The Finnell Firm

By: _____
Title: _____
Date: _____

Crongeyer Law Firm, P.C.

By: _____
Title: _____
Date: _____

Bird Law Group, P.C.

By: _____
Title: _____
Date: _____

The Local Governments:

Carroll County

By: _____
Title: _____
Date: _____

Catoosa County

By: _____
Title: _____
Date: _____

Chattooga County

By: _____
Title: _____
Date: _____

Colquitt County

By: _____
Title: _____
Date: _____

Floyd County

By: _____
Title: _____
Date: _____

Gordon County

By: _____
Title: _____
Date: _____

Murray County

By: _____
Title: _____
Date: _____

Telfair County

By: _____
Title: _____
Date: _____

Whitfield County

By: _____
Title: _____
Date: _____

City of Ashburn

By: _____
Title: _____
Date: _____

City of Calhoun

By: _____
Title: _____
Date: _____

City of Carrollton

By: _____
Title: _____
Date: _____

City of Cartersville

By: _____
Title: _____
Date: _____

City of Chatsworth

By: _____
Title: _____
Date: _____

City of Dawsonville

By: _____
Title: _____
Date: _____

City of Helen

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Date: _____

City of Jackson

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Date: _____

City of Marietta

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City of McDonough

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City of Moultrie

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City of Ringgold

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Date: _____

City of Rome

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Date: _____

City of Snellville

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Title: _____
Date: _____

City of Valdosta

By: _____
Title: _____
Date: _____

City of Villa Rica

By: _____
Title: _____
Date: _____

City of Winder

By: _____
Title: _____
Date: _____

City of Woodstock

By: _____
Title: _____
Date: _____



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7c

SUBJECT: APPROVE CONTRACT FOR MEDICAL, DENTAL, TERM LIFE, SUPPLEMENTAL INSURANCE AND SECTION 125

CITY COUNCIL MEETING DATE: 08/07/2023

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO REQUEST APPROVAL FOR THE CONTRACT WITH MARK III FOR MEDICAL, DENTAL, TERM LIFE, SUPPLEMENTAL INSURANCE AND SECTION 125 BROKER

HISTORY/ FACTS / ISSUES:

- **CONTRACT APPROVED BY CITY ATTORNEY**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

RECOMMEND APPROVAL

REQUESTED BY: Robin Gazaway, Finance Administrator

Contract for Medical, Dental, Term Life, Supplemental Insurance, and Section 125 Broker

Between City of Dawsonville and Mark III Brokerage, Inc.

THIS AGREEMENT made the 1st of July 2023 between City of Dawsonville whose business is at 415 Highway 53 East, Suite 100, Dawsonville, GA 30534 and Mark III Brokerage, Inc., a North Carolina Corporation whose business address is 211 Greenwich Road, Charlotte, North Carolina 28211.

City of Dawsonville has agreed to contract with Mark III Brokerage as the Broker for the Medical, Dental, Term Life, Supplemental Insurance, and Section 125 programs effective December 1, 2022 to November 30, 2023. Thereafter, the contract is renewable on an annual basis.

Medical Insurance

Responsibilities of Mark III Brokerage:

1. Mark III Brokerage will act as the Broker for medical plan for City of Dawsonville.
2. Mark III's responsibilities include:

Below are the services and cost for our medical plan consulting:

Marketing and Evaluation Services – Mark III has the expertise to market and evaluate the medical plan. We will perform the following functions:

- a. Specification Preparation

With the guidance and assistance from the City, Mark III will prepare specifications that give the carriers/vendors an accurate assessment of your existing health insurance; including census, claims activity, current plan design, and requested plan designs. The specifications outline your concerns and goals.

- b. Marketing the Specifications

Mark III will contact the qualified carriers and vendors to determine their interest in evaluating your medical plan. Carriers/vendors that express

an interest are sent the specifications to obtain a response. Mark III is responsible for gathering the responses from the qualified carriers/vendors.

c. Evaluate the Responses

Once all proposals are received, the City and Mark III will narrow down the most competitive carriers/vendors based on, but not limited to, the following criteria:

1. Quality of Care provided to the employees and their dependents.
2. Sound financial status of the firm.
3. Outstanding service, including but not limited to, strong client service support, home office underwriting, contracts and legal service departments, claims processing, and related customer service.
4. Networks, which provide excellent access to hospitals and physicians in the locations where employees reside. Carriers/vendors will complete a Provider Access Report (Geo-Access Report) using a criteria designated which will provide complete coverage for your employees.
5. Managed care expertise.
6. Competitive rates or fee structure.
7. Future stability of rates/fees.
8. Provision of comprehensive experience reports to the client so that an evaluation can be made relative the plan performance.
9. Carrier flexibility when plan design changes are necessary to meet the needs of the employees and the employer.
10. Provision of quality ongoing service and a service team that is dedicated to solving problems that arise during the plan year.
11. An ongoing employee education program to assist the employees' understanding of the plan's operation.
12. The flexibility to expand the network to cover new employees.

Mark III will provide a comprehensive evaluation, giving a side-by-side comparison of each vendor's offer.

The finalists are given the opportunity to make presentations to the City. This gives the staff the chance to ask questions and evaluate the carriers based on their responses. We have taken a long-term approach when creating a relationship with the employer and your satisfaction with the programs that are implemented will always be imperative.

During the plan year we track the claims to look for trends and monitor the service level of the vendor. Prior to the client receiving the renewal from the carrier/vendor, Mark III will evaluate the initial experience and develop our renewal, separate of the carrier/vendor. Once Mark III has completed our initial evaluation, we will meet with the client to discuss our initial assessment.

At the renewal meeting, we will compare our estimates against the carrier/vendor's using the following criteria:

- a. Claims activity.
- b. Competitiveness of the carrier's reserving philosophy. This will be determined by comparing their assumptions to industry norms.
- c. Competitiveness of the carrier's retention. This will be determined by comparing their costs to industry norms.
- d. Changes in the demographic composition of the client and how that has changed over time. How these demographics (manual rate) impact the renewal.
- e. How competitive/aggressive the carrier is when weighing the manual rate vs. the experience rate or visa versa.
- f. Industry trending factors.

Based on the initial results of our meeting and how satisfied the City/Mark III is with the renewal, will determine the next step. If the renewal is competitive and there is not a significant financial or benefit change that is required, no action would be taken. If the response from the carrier/vendor were uncompetitive, then further negotiation would take place. If a satisfactory response from the carrier/vendor does not occur, then Mark III would market the plan in question to see if a more competitive offer can be attained from other qualified vendors.

At the Cities request, Mark III will provide budget projections throughout the plan year, to help the City plan for financial considerations.

COBRA Administrator – If the medical plan payor does not provide COBRA administration services for the City, Mark III will help City of Dawsonville Government identify a COBRA administrator as part of the medical consulting services. The cost for the services delivered by the COBRA administrator will be borne by the City.

Dental, Term Life, and Supplemental Insurance Plan Broker Services

Mark III will function as the broker for the City of Dawsonville Dental, Term Life, and Supplemental Insurance programs. We will perform the following functions:

a. Specification Preparation

With the guidance and assistance from the City, Mark III will prepare specifications that give the carriers/vendors an accurate assessment of your existing insurance programs; including census, claims activity, current plan design, and requested plan designs. The specifications outline your concerns and goals.

b. Marketing the Specifications

Mark III will contact the qualified carriers and vendors to determine their interest in evaluating your plans. Carriers/vendors that express an interest are sent the specifications to obtain a response. Mark III is responsible for gathering the responses from the qualified carriers/vendors.

c. Evaluate the Responses

Once all proposals are received, the City and Mark III will narrow down the most competitive carriers/vendors based on, but not limited to, the following criteria:

1. Quality of Care provided to the employees and their dependents.
2. Sound financial status of the firm.

3. Outstanding service, including but not limited to, strong client service support, home office underwriting, contracts and legal service departments, claims processing, and related customer service.
4. Competitive rates or fee structure.
5. Future stability of rates/fees.
6. Provision of comprehensive experience reports to the client so that an evaluation can be made relative to the plan performance.
7. Carrier flexibility when plan design changes are necessary to meet the needs of the employees and the employer.
8. Provision of quality ongoing service and a service team that is dedicated to solving problems that arise during the plan year.

Mark III will provide a comprehensive evaluation, giving a side-by-side comparison of each vendor's offer.

When possible, during the plan year we track the claims to look for trends and monitor the service level of the vendor. Prior to the client receiving the renewal from the carrier/vendor, Mark III will evaluate the initial experience and develop our renewal, separate of the carrier/vendor. Once Mark III has completed our initial evaluation, we will meet with the client to discuss our initial assessment.

At the renewal meeting, we will compare our estimates against the carrier/vendor's using the following criteria:

- a. Claims activity.
- b. Competitiveness of the carrier's reserving philosophy. This will be determined by comparing their assumptions to industry norms.
- c. Competitiveness of the carrier's retention. This will be determined by comparing their costs to industry norms.
- d. Changes in the demographic composition of the client and how that has changed over time. How these demographics (manual rate) impact the renewal.
- e. How competitive/aggressive the carrier is when weighing the manual rate vs. the experience rate or visa versa.

f. Industry trending factors.

Based on the initial results of our meeting and how satisfied the City/Mark III is with the renewal, will determine the next step. If the renewal is competitive and there is not a significant financial or benefit change that is required, no action would be taken. If the response from the carrier/vendor is uncompetitive, then further negotiation would take place. If a satisfactory response from the carrier/vendor does not occur, then Mark III would market the plan in question to see if a more competitive offer can be attained from other qualified vendors.

At the Cities request, Mark III will provide budget projections throughout the plan year, to help the City plan for financial considerations.

Cost:

We will provide all of the above services for the medical, dental, term life plans, and supplemental plans, Mark III will receive the commissions built into the programs.

Responsibilities of Mark III Brokerage:

1. Mark III Brokerage will act as the Broker for all of the insurance programs implemented in the Section 125 program for City of Dawsonville.
2. Mark III's responsibilities include:
 - a. Prepare, market, and evaluate the responses to requests for proposals created by Mark III Brokerage. The specifications will be developed with the input from the customer.
 - b. The criteria for the requests for proposal will be based on, but not limited to the following:
 1. Outstanding service, including but not limited to, strong client service support, home office underwriting, contracts and legal service departments, claims processing, and related customer service.
 2. Competitive plan designs.
 3. Competitive rates or fee structure.
 4. Future stability of rates.

5. Provision of comprehensive experience reports to the client so that an evaluation can be made as to the plan performance.
 6. Carrier flexibility when plan design changes are necessary to meet the needs of the employees and the employer.
 7. Provision of ongoing quality service and a service team that is dedicated to solving problems that arise during the plan year.
- c. Mark III Brokerage will provide an employee benefits web site. The web site will include the following:
1. Description of the Section 125 benefits.
 2. Summary of the Medical Program
 3. Summary of the Dental Program
 4. Summary of the Term Life Program
 5. Summary of the Supplemental Programs
 6. Forms for the employees to download.
- d. Mark III Brokerage will return the enrollment results to the employer, which can be down loaded into your payroll system.
- e. The communication will be handled in two phases:
1. Group Meetings – As needed, Mark III will conduct group presentations. At the group meetings, the employees are given information concerning all of the benefits. To review all of the benefits, each meeting will last approximately 30 minutes. The amount of content communicated during the group presentation is up to the employer.
 2. Individual Meetings – The employees are given time to meet with an enroller on a one-on-one basis. These meetings will be held at specific times and at the work locations. At this time, questions may be asked and forms completed. A copy of the election form is given to the employee as a confirmation.

3. Allow employees to make their annual elections on the Web.

Employees can perform the following functions on the Site:

Employees can view and change certain personal information – based on allowable changes:

- i. Change address.
- ii. Change home phone number.

Employees can view current enrollment information in the following:

- i. Medical Coverage.
- ii. Dental Coverage.
- iii. Flexible Spending Account Participation.
- iv. Group Life.
- v. Disability.
- vi. Other defined benefits as permitted.

Web Enrollment Functionality

- a. Enroll in the Medical Plan.
- b. Designate covered dependents in the Medical Plan.
- c. Enroll in the Dental Plan.
- d. Designate covered dependents in the Dental Plan.
- e. Enroll in Medical and Dependent Care Flexible Spending Accounts.
- f. Enroll in Supplemental Group Life – Depending on Enrollment Rules and Carrier cooperation.
- g. Enroll in Disability – Depending on Enrollment Rules and Carrier cooperation.
- h. Enroll in other benefits as allowed and contingent upon Carrier cooperation.
- i. Descriptions of covered benefits are provided.
- j. The enrollment results will be returned back to City of Dawsonville and designated vendors.

- k. The expectation is that the annual enrollment will be conducted in the three months prior to the plan year beginning each year.
- l. While it is the expectation of Mark III Brokerage to accommodate every request for web-enrollment processes by City of Dawsonville, the web, like every enrollment process does have its limitations. Any request for enrollment processes of functionality must be approved by Mark III Brokerage. This is to ensure that the promises made can be delivered.
- m. The Site will only use carrier-approved forms for enrollment, statement of health, and beneficiary designation. Approval is required for use of any carrier form or document. No changes will be made to the content or format of the carrier forms or documents, without their approval, and, if required, regulatory approval.

Use of carrier forms and documents is subject to any other conditions established by the carrier, e.g., use of carrier control numbers, time limits or periodic re-approval of use.

- n. Prior to an employee conducting transactions on the Site, the Site will require employees give their consent to the use electronic signatures, records and transactions. The site shall use forms and processes that comply with applicable laws, including the consumer consent provisions of E-SIGN, and carrier requirements.
 - o. To comply with certain legal requirements related to transactions, the site shall deliver information and documents as specified by the carriers.
 - p. The site functions and related transactions, shall take all legally required and commercially reasonable measures to protect the privacy of information about individuals, including personal, financial, medical and other such information.
- f. Mark III Brokerage will provide a Section 125 administrator at **no cost** to the employer or its employees. This includes premium conversion and flexible spending accounts.

To enable us to deliver a quality Section 125 program to you at no cost, Mark III will be the broker for all programs marketed as part of the Section 125 program. To offset spending account costs incurred by Mark

III Brokerage, the customer will accept recommendations by Mark III Brokerage for new products and services.

- g. Salaried Enrollment Team – All of the enrollers used by Mark III are non-commissioned.
- h. Mark III will produce Section 125 booklets for all of your employees. The information is in a concise and informative format. The brochure will give your employees all of their benefits information in one document.
- i. Mark III will provide full time service personnel to answer questions that your employees and staff might have. Our service staff's core responsibility is only to address the needs of our customer. They are not responsible for marketing. We are advocates for the employer and its employees, not the insurance company.

3. Responsibilities of the third-party administrator:

- a. The Third Party Administrator with whom Mark III coordinates shall design the Plan Document and keep updated as necessary.
- b. The Third Party Administrator with whom Mark III coordinates will adjudicate the claims incurred by the employees and dependents of the customer.

Responsibilities of City of Dawsonville:

- 1. City of Dawsonville agrees to support Mark III Brokerage's efforts to communicate the Section 125 program by making the employees available during working hours.
- 2. City of Dawsonville agrees to take and remit the payroll deductions for the various firms involved in the Section 125 program.
- 3. City of Dawsonville will not take payroll deductions for insurance products that compete with the Section 125 program.
- 4. City of Dawsonville will discourage vendors who solicit insurance products that compete with the Section 125 program from contacting employees during normal City hours on City property.
- 5. City of Dawsonville will actively support the efforts of Mark III Brokerage/Impact Interactive to build and communicate the Site. Support is defined as:

- a. Providing accurate electronic enrollment and personnel data on a timely basis.
- b. Ensuring that the vendors provide data on a timely basis.
- c. Communicate and promote the Site to the employee population and the procedures for enrollment in the Site.
- d. Provide locations at work for employees to enroll on the web.

City of Dawsonville

Signature: _____

Title: _____

Date: _____

Mark III Brokerage, Inc.

Signature: _____

Title: _____

Date: _____



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7d

SUBJECT: APPROVE AMENDED BID FOR CONSTRUCTION OF BASKETBALL COURT

CITY COUNCIL MEETING DATE: 08/07/2023

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO REQUEST APPROVAL TO ACCEPT THE AMENDED BID FOR THE CONSTRUCTION OF THE BASKETBALL COURT.

BID DOCUMENT AMENDED TO REMOVE THE 3 YEAR WARRANTY CLAUSE; ALL OTHER DETAILS (INCLUDING PRICE) REMAINS THE SAME

HISTORY/ FACTS / ISSUES:

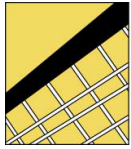
- **BID AWARD AMENDED TO REMOVE THE 3 YEAR WARRANTY CLAUSE.**
- **THE BONDING COMPANY FOR SIGNATURE TENNIS COURTS WILL NOT PROVIDE PAYMENT AND PERFORMANCE BONDS WITH THE INCLUDED LANGUAGE OF A 3 YEAR WARRANTY. REGARDLESS, SIGNATURE TENNIS HAS STATED THEY WILL STILL HONOR THEIR STANDARD WARRANTY OF THREE YEARS.**
- **CITY COUNCIL ORIGNALLY AWARDED THE BID ON 10/03/2022**
- **PROJECT COULD NOT BE STARTED UNTIL THE PROPER GRADING/COMPACTION WAS DONE AT THE SITE; CONSTRUCTION IS NOW READY TO BEGIN**
- **ATTORNEY TALLANT REVIEWED THE REQUEST AND DOCUMENT WITH A RECOMMENDATION TO RECEIVE COUNCIL APPROVAL FOR THE CONTRACT CHANGE**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

RECOMMEND APPROVAL

REQUESTED BY: Trampas Hansard, Public Works Director/Beverly Banister, City Clerk



SIGNATURE TENNIS COURTS

PHONE: 404-642-5002

FAX: 770-516-0916

MIKE@SIGNATURETENNIS.COM



Mike Imbornone (Owner)

August 29, 2022

TO: CITY OF DAWSONVILLE / MAIN STREET PARK
304 MAIN STREET DAWSONVILLE, GA 30534
RFP #2023-04

MAIN STREET PARK BASKETBALL COURT
BUILD NEW BASKETBALL COURT
(50' X 80')

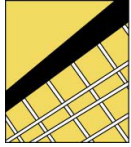
1. FINE GRADE ONE AREA 50' X 80' WITH LASER GRADER
NOTE: ROUGH GRADE MUST BE WITHIN PLUS OR MINUS ONE TENTH OF ONE FOOT AND PROPERLY COMPACTED
2. HAUL AND PLACE 4" OF CRUSHER RUN WITH LASER GRADER
3. ROLL CRUSHER RUN WHEN MOIST UNTIL COMPACTED
NOTE: COMPACTION TEST TO VERIFY PROPER COMPACTION WILL BE PERFORMED
4. APPLY 2" OF FINE TOPPING ASPHALT
5. INSTALL TWO NEW ENDURANCE BASKETBALL SYSTEMS
6. PATCH COURT TO U.S. COURT SPECIFICATIONS
7. APPLY 2 COATS OF BLACK & 2 COATS OF ACRYTECH COLORED FULL ACRYLIC PLAYING SURFACE
NOTE: IF ACRYTECH IS OUT OF STOCK, WE WILL USE A BRAND THAT IS EQUAL IN QUALITY
(COLORS TO BE ROYAL BLUE AND LIGHT GREEN UNLESS SPECIFIED OTHERWISE)
8. STRIPE BASKETBALL COURT WITH ONE COAT OF PRIMER AND TWO COATS OF TEXTURIZED WHITE LINE PAINT
9. CLEAN WORKSITE THOROUGHLY

TOTAL: \$38,900

NOTE: OWNER IS RESPONSIBLE FOR ALL RE-LANDSCAPING AND ACCESS TO JOB

NOTE: OWNER MUST PROVIDE WATER AND ELECTRICITY WITHIN CLOSE PROXIMITY OF COURTS

CONTINUED ON NEXT PAGE



**S I G N A T U R E
T E N N I S C O U R T S**

PHONE: 404-642-5002

FAX: 770-516-0916

MIKE@SIGNATURETENNIS.COM



Mike Imbornone (Owner)

PAGE TWO
CITY OF DAWSONVILLE
BUILD NEW BASKETBALL COURT

OPTION:

**INSTALL 10' HIGH BLACK VINYL COATED 9 GAUGE WIRE, POWDER COATED 3" TERMINAL POSTS,
2 1/2" LINE POSTS, AND HARDWARE AS NECESSARY**

**NOTE: TERMINAL POSTS WILL BE SET IN A MINIMUM OF 200 LBS OF CONCRETE PER FOOTING
AND LINE POSTS WILL BE SET IN A MINIMUM OF 120 LBS OF CONCRETE PER FOOTING**

ADD: \$16,900

NOTE: PRICING DOES NOT INCLUDE THE FOLLOWING:

PERMITS

ROUGH GRADING

ENGINEERING STUDIES OR REPORTS

REMOVAL OF EXISTING TREES OR OTHER STRUCTURES ON SITE

LOCATION OF EXISTING UTILITIES

ACCEPTANCE SIGNATURE

DATE



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7e

SUBJECT: APPROVE JLC ROOM RENTAL FEE WAIVER FOR THE KIWANIS CLUB OF DAWSON COUNTY

CITY COUNCIL MEETING DATE: 08/07/2023

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO REQUEST APPROVAL TO WAIVE THE RENTAL FEES FOR THE JOE LANE COX ROOM FOR THE USE OF THE KIWANIS CLUB; TOTAL AMOUNT \$125

HISTORY/ FACTS / ISSUES:

- **THEIR CURRENT MEETING ROOM AT THE BANK IS BEING RENOVATED AND THEY ARE IN NEED OF A TEMPORARY SPACE FOR BOTH OF THEIR MEETINGS IN AUGUST**
 - **DATES ARE 08/01 AND 08/15 FROM 11:30 – 1:30 PM; TOTAL FEE WOULD BE \$125 SINCE THEY ARE A NON-PROFIT GROUP LOCATED WITHIN THE CITY LIMITS**
 - **DIRECTOR EDMONDSON WILL BE PRESENTING SOME INFORMATION ON THE STRATEGIC PLAN AT THEIR FIRST MEETING**
-

OPTIONS:

STAFF RECOMMENDS APPROVING THE RENTAL FEE WAIVER

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



CITY OF DAWSONVILLE
 415 Hwy 53 E, Suite 100
 Dawsonville, GA 30534
 Phone #: (706) 265-3256 Fax #: (706) 265-4214
 Email: accounting@dawsonville-ga.gov

Meeting Room Use Agreement

This Agreement is entered into and effective this 31st day of July, 2023, by and between THE CITY OF DAWSONVILLE (hereinafter referred to as the "CITY"), a Georgia municipal corporation, and the below named Individual/Organization (hereinafter referred to as "Renter") for the use of the following meeting room at Dawsonville City Hall for the date, time and rental amount specified:

Meeting Room Name: Joe Lane Cox

Date of Use: 8-1-2023 + 8-15-2023

Time of Use: 11:00 - 1:30

Rental Amount: \$62.50 x 2 (Total \$125)

Deposit Amount: _____

Renter shall forever release the CITY, and its officers, managers, agents, contractors, employees, and representatives from any and all actions, claims, or demands that I, my assignees, heirs, guardians, next of kin, spouse, and/or legal representatives now have, or may have in the future, for injury, death, or property damage, related to my use of the City of Dawsonville Meeting Room specified above or the use of related City Hall facilities or any condition(s) on the premises of City Hall.

Renter agrees to repair any and all damages caused to the Meeting Room or any City Hall facilities that occurs during the use of the Meeting Room regardless of the person or entity that caused the damage. Renter further agrees to indemnify and hold harmless the CITY from and against any and all liability, damages, expenses, cause of actions, suits, claims, penalties, or judgments arising from injury to any person(s) sustained by anyone as a result of Renter's use of the Dawsonville Meeting Room specified above.

Renter agrees to abide by all Rules, Regulations and Fee Schedule for use of City Hall Meeting Rooms as attached hereto as Exhibit A and incorporated herein by express reference.

Renter: Kiwanis Club of Dawson County

Signature: Regina Varnado, Treasurer Date: 7-31-23

Address: 109 Hwy 53 W, Dawsonville, GA 30534

Phone Number: 770-287-4124

Email: Regina-Varnado@ucbi.com

Office Use Only

Received: _____ Room Scheduled: _____ Deposit Returned: _____



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8

SUBJECT: AWARD ANNOUNCEMENT: CERTIFICATE OF ACHIEVEMENT FOR
EXCELLENCE IN FINANCIAL REPORTING FY 2022

CITY COUNCIL MEETING DATE: 08/07/2023

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 THE GFOA'S CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING AND THE AWARD OF FINANCIAL REPORTING ACHIEVEMENT FOR FISCAL YEAR 2022

HISTORY/ FACTS / ISSUES:

- **THIS IS THE NINTH CONSECUTIVE YEAR THE CITY HAS RECEIVED THIS AWARD**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Robin Gazaway, Finance Administrator



Government Finance Officers Association

203 North LaSalle Street, Suite 2700

Chicago, Illinois 60601-1210

312.977.9700 fax: 312.977.4806

7/18/2023

Mike Eason
Mayor
City of Dawsonville, Georgia

Dear Mike:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended June 30, 2022 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

7/18/2023

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **City of Dawsonville** for its annual comprehensive financial report for the fiscal year ended June 30, 2022. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Dawsonville
Georgia**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2022

Christopher P. Morill

Executive Director/CEO



**The Government Finance Officers Association of
the United States and Canada**

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Finance Department
City of Dawsonville, Georgia



The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrill

Date: 7/18/2023



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 9

SUBJECT: **PROCLAMATION: NATIONAL HEALTH CENTER WEEK, AUGUST 6 – 12, 2023**

CITY COUNCIL MEETING DATE: 08/07/2023

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 PROCLAMATION FOR NATIONAL HEALTH CENTER WEEK, AUGUST 6-12, 2023

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor



Proclamation

National Health Center Week

August 6-12, 2023



WHEREAS, for over 50 years, Community Health Centers have provided high-quality, affordable, comprehensive primary and preventive health care in our nation's underserved communities, delivering value to, and having a significant impact on America's health care system.

WHEREAS, as the country's largest primary care network, Community Health Centers are the health care home for 30 million Americans in over 14,000 communities across the nation. One in every twelve people in the United States gets their care in a Community Health Center.

WHEREAS, Community Health Centers are a critical element of the health system, serving both rural and urban communities, and often providing the only accessible and dependable source of primary care in their communities. Nationwide, Community Health Centers serve one in every five residents of rural areas.

WHEREAS, Community Health Centers serve as beacons of essential resources and support in testing and treatment in the face of the global coronavirus pandemic, and will continue to offer reliable, affordable, high-quality care against COVID-19 for America's most vulnerable and underserved communities.

WHEREAS, every day, Community Health Centers develop new approaches to integrating a wide range of services beyond primary care, including oral health, vision, behavioral health, and pharmacy services, to meet the needs and challenges of their communities.

WHEREAS, Community Health Centers are governed by patient-majority boards, ensuring that the patients of each health center are engaged in their own health care decisions.

WHEREAS, Community Health Centers are locally owned and operated small businesses that serve as critical economic engines, helping to power local economies by generating \$63.4 billion in economic activity in some of the country's most economically deprived communities.

WHEREAS, Community Health Centers nationally employ more than 253,000 people, including physicians, nurse practitioners, physician assistants, and certified nurse-midwives who work as part of multi-disciplinary clinical teams designed to treat the whole patient.

WHEREAS, the Community Health Center model continues to prove an effective means of overcoming barriers to healthcare access, including geography, income, and insurance status - improving healthcare outcomes and reducing healthcare system costs.

WHEREAS, Community Health Centers reduce overall costs of care by helping manage patients' chronic conditions, which keeps them out of costlier healthcare settings like hospital emergency rooms.

WHEREAS, Community Health Centers are on the front lines of emerging health care crises, providing access to care for our nation's veterans, addressing the opioid epidemic, and responding to public health threats in the wake of natural disasters.

WHEREAS, National Health Center Week offers the opportunity to celebrate America's over 1,400 health center organizations with over 12,000 service delivery sites, their dedicated staff, board members, patients, and all those responsible for their continued success and growth since the first health centers opened their doors more than 50 years ago.

WHEREAS, during National Health Center Week, we celebrate the legacy of America's Community Health Centers, and their vital role in shaping the past, present, and future of America's health care system.

NOW, THEREFORE, I, Mike Eason, Mayor of the City of Dawsonville, do hereby proclaim August 6-12, 2023 as National Health Center Week. I encourage all Americans to take part in this week by visiting their local Health Center and celebrating the important partnership between America's Community Health Centers and the communities they serve.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Dawsonville to be affixed on this 7th day of August, 2023.

Mike Eason, Mayor

ATTEST:

Beverly A. Banister, City Clerk



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 10

SUBJECT: MILLAGE RATE FOR TAX YEAR 2023

CITY COUNCIL MEETING DATE: 08/07/2023

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 THE MILLAGE RATE CERTIFICATION FOR TAX YEAR 2023 AND REQUEST APPROVAL TO ROLLBACK THE MILLAGE RATE TO ZERO AND NOT LEVY A TAX IN THE CITY FOR 2023

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

APPROVE

REQUESTED BY: Robin Gazaway, Finance Administrator

CITY AND INDEPENDENT SCHOOL MILLAGE RATE CERTIFICATION FOR TAX YEAR 2023

<http://www.dor.ga.gov>



Complete this form once the levy is determined, report this information in Column 1. E-mail a copy to local.government.services@dor.ga.gov or fax to (404)724-7011 and distribute a copy to your County Tax Commissioner and Clerk of Court. This form also provides the Local Government Services Division with the millage rates for the distribution of Railroad Equipment Tax and Alternative Ad Valorem Tax. Form must be remitted even if levy is zero.

Georgia Department of Revenue
Local Government Services Division
 4125 Welcome All Road
 Atlanta, Georgia 30349
 Phone: (404) 724-7003

CITY NAME City of Dawsonville		ADDRESS 415 Hwy 53E. Ste 100			CITY, STATE, ZIP Dawsonville, GA 30534	
FEI # 58-1083885	CITY CLERK Beverly Banister	PHONE NO. 706-265-3256	FAX 706-265-4214	EMAIL beverly.banister@dawsonville-ga.gov		
OFFICE DAYS / HOURS Mon-Fri 8-4:30	ARE TAXES BILLED AND COLLECTED BY THE () CITY OR () COUNTY TAX COMMISSIONER? LIST VENDOR, CONTACT PERSON AND PHONE NO. N/A					
List below the amount & qualifications for each <u>LOCAL</u> homestead exemption granted by the City and Independent School System.						
CITY			INDEPENDENT SCHOOL			
Exemption Amount	Qualifications		Exemption Amount	Qualifications		
If City and School assessment is other than 40%, enter percentage millage is based on _____%. List below the millage rate in terms of mills. EXAMPLE: 7 mills (or .007) is shown as 7.000. PLEASE SHOW MILLAGE FOR EACH TAXING JURISDICTION EVEN IF THERE IS NO LEVY.						
CITY DISTRICTS	DISTRICT NO.	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
List Special Districts if different from City District below such as CID's, BID's, or DA's	List District Numbers	Gross Millage for Maintenance & Operations	**Less Rollback for Local Option Sales Tax	Net Millage for Maintenance & Operation Purposes (Column 1 less Column 2)	Bond Millage (If Applicable)	Total Millage Column 3 + Column 4
City Millage Rate		6.103	6.103			0.000
Independent School System						
Special Districts						
**Local Option Sales Tax Proceeds must be shown as a mill rate rollback if applicable to Independent School.						

Name of County(s) in which your city is located: Dawson

I hereby certify that the rates listed above are the official rates for the Districts indicated for Tax Year 2023

Date
Mayor or City Clerk

2023 Millage Rate Calculations

2022 LOST Proceeds	divided by	Net Digest (Net Taxable/County)	times 1000	equals millage rate for Tax Year 2023	<u>City Mill Rate</u> Rollback
\$1,491,044.14	÷	244,332,560	x	6.102519	0

2022 L.O.S.T. Distribution	
Jan-22	109,312.67
Feb-22	107,417.80
Mar-22	125,701.61
Apr-22	128,443.49
May-22	133,780.16
Jun-22	122,174.76
Jul-22	125,982.37
Aug-22	112,995.01
Sep-22	114,331.61
Oct-22	116,728.66
Nov-22	138,620.96
Dec-22	155,555.04
	\$1,491,044.14

Roll Back Millage Rate –
No City Tax in FY 2023-24 Budget:

Mayor Eason requested to roll back the
millage rate and not levy a tax in the City in
FY 2023-24.

County : (042)DAWSON COUNTY Tax Year: 2023 Digest Type: R Property Type: All From District: 002 To District: 002

Parcel Count: 1,835

TAXES LEVIED

	State Exemption	County Exemption	County Bond	School Exemption	School Bond	Other
Gross Taxable:	273,156,245	273,156,245		273,156,245		
Less Exemptions:	51,872,452	28,823,685		45,919,152		
Net Taxable:	221,283,793	244,332,560		227,237,093		
Millage Rate:		12.346		14.2		
Real / PP Tax:		3,012,433		3,222,195		
Total Gross Tax	0.00	3,012,433.31	0.00	3,222,195.49	0.00	0.00
Credits:		-1,250,066				
HTRG Credit:						
Net Tax:	0.00	1,762,366.94	0.00	3,222,195.49	0.00	0.00



City of Dawsonville City Council

Mike Eason, Mayor

Caleb Phillips, Councilmember Post 1
 William Illg, Councilmember Post 2
 John Walden, Councilmember Post 3
 Mark French, Councilmember Post 4

415 Highway 53 East, Suite 100
 Dawsonville, GA 30534
 Office (706) 265-3256 Fax (706) 265-4214
www.dawsonville-ga.gov

Bob Bolz, City Manager
 Beverly Banister, City Clerk

PUBLIC NOTICE

The City of Dawsonville City Council does hereby announce that the millage rate will be set at the regularly scheduled City Council meeting to be held at City Hall located at 415 Hwy 53 E, Dawsonville, Georgia on August 7, 2023 at 5:00 p.m. The public is invited to attend. Pursuant to the requirements of O.C.G.A. §48-5-32, the City does hereby publish the current year's tax digest and proposed levy, along with the history of the tax digest and levy for the preceding five calendar years.

CURRENT 2023 TAX DIGEST AND FIVE YEAR HISTORY OF LEVY						
	2018	2019	2020	2021	2022	2023
Net M&O Digest	104,572,111	113,927,543	128,617,983	145,987,618	176,378,470	244,332,560
Gross Millage for M&O	8.962	9.01	8.511	8.021	8.304	6.103
Gross Tax Due	\$ 896.20	\$ 901.00	\$ 851.10	\$ 802.10	\$ 830.40	\$ 610.30
Less Rollback	8.962	9.01	8.511	8.021	8.304	6.103
Net Millage for M&O	0	0	0	0	0	0
Net Tax Due	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Impact on a \$250,000 home/Taxable Value (40%) = \$100,000						
<i>Note: The millage rate has been rolled back to 0.000 for each year presented</i>						



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 11

SUBJECT: ORDINANCE NO. 07-2023: ALCOHOLIC BEVERAGES AMENDMENT

CITY COUNCIL MEETING DATE: 08/07/2023

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST: **FIRST READING**

ORDINANCE NO. 07-2023: AN ORDINANCE TO AMEND THE ALCOHOLIC BEVERAGE ORDINANCES OF THE CITY OF DAWSONVILLE, GEORGIA; TO PROVIDE FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES

FIRST READING: AUGUST 7, 2023; SECOND READING AND CONSIDERATION TO ADOPT: AUGUST 21, 2023

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Kevin Tallant, City Attorney

ORDINANCE NUMBER 07-2023

AN ORDINANCE TO AMEND THE ALCOHOLIC BEVERAGE ORDINANCES OF THE CITY OF DAWSONVILLE, GEORGIA; TO PROVIDE FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES

WHEREAS, pursuant to Article IX, Section II, Paragraph II of the Constitution of the State of Georgia and Chapter 35 of Title 36 of the Official Code of Georgia, the City Council of Dawsonville is empowered to adopt reasonable ordinances for local government upon matters not governed by general law and which are not inconsistent with the Constitution of the State of Georgia or the Charter of the City of Dawsonville; and

WHEREAS, pursuant to Article I of Chapter 3 of Title 3 of the Official Code of Georgia Annotated, specific authority is given to the local governments of this State to regulate the sale of alcoholic beverages in ways not inconsistent with State Law;

AND WHEREAS, the City Council has determined it is in the interests of public health, safety, morals, convenience, order, prosperity, and general welfare of the City of Dawsonville to update and clarify certain provisions of the City's Alcoholic Beverage Ordinance;

NOW THEREFORE, the governing body of the City of Dawsonville, Georgia, does hereby amend its Alcoholic Beverage Ordinance as follows:

SECTION I: Brewery with taproom and package sales license.

Chapter 3 Alcoholic Beverages, Article I In General, Division 2 Licenses and Permits Offered; Regulations for Certain Licenses and Permit, Section 3-14 Brewery with taproom and package sales license of the Code of Ordinances of the City of Dawsonville is hereby amended by deleting Section 3-14 in its entirety and inserting in lieu thereof the following:

§ Sec. 3-14 Brewery with taproom and package sales license.

(a) Any person, business, or entity desiring to operate a brewery with taproom and package sales within the city shall apply for a brewery with taproom and package sales license prior to engaging in such activities.

(b) Unless otherwise provided in this chapter, a brewery licensee engaging in any manufacturing, wholesale, distribution, retail on-premises consumption sales, and/or retail package sales authorized by a brewery with taproom and package sales license shall comply all regulations of the applicable general manufacturing, wholesale dealer, retail consumption dealer, and/or retail package dealer licenses provided for in this article.

(c) A brewery licensee is authorized to manufacture beer or malt beverages on its licensed premises and sell its products, produced or manufactured by the licensee

on the licensed premises, to wholesale dealers and/or distributors or at retail to individuals on the brewery's licensed premises for:

(1) On-premises consumption in a taproom or similar facility located on the licensed premises; and

(2) Off-premises consumption in closed packages, in compliance with O.C.G.A. 3-5-1 et seq., as now written or hereafter amended.

(d) Food sales or service is permitted in a brewery but is not required. There is no requirement for minimum revenue for food sales or for an on-premises fixed or full-service kitchen.

(e) A brewery licensee is authorized to sell beer or malt beverages, as produced and/or manufactured by the licensee on the licensed premises, at retail for on-premises consumption Monday through Saturday between the hours of 11:00 a.m. and 11:30 p.m., and Sunday between the hours of 12:30 p.m. and 11:30 p.m., along with federal holidays from 12:30 p.m. until 11:30 p.m. In addition, upon application and approval by the city manager, a licensee may be authorized to sell beer or malt beverages, as produced and/or manufactured by the licensee on the licensed premises, at retail for on-premises consumption on other dates for special events, pursuant to a temporary on-premises consumption permit.

(f) Smoking of any type, including cigarettes, cigars, vaping, or similar, is prohibited within the premises of a brewery, including any exterior patio or similar.

(g) No gaming devices, including coin-operated amusement machines, as defined and regulated by the state law are permitted in breweries.

SECTION II: Winery/farm winery with tasting room and package sales license.

Chapter 3 Alcoholic Beverages, Article I In General, Division 2 Licenses and Permits Offered; Regulations for Certain Licenses and Permit, Section 3-15 Winery/farm winery with tasting room and package sales license of the Code of Ordinances of the City of Dawsonville is hereby amended by deleting Section 3-15 in its entirety and inserting in lieu thereof the following:

§ Sec. 3-15 Winery/farm winery with tasting room and package sales license.

(a) Any person, business, or entity desiring to operate a winery/farm winery with tasting room and package sales within the city shall apply for a winery/farm winery with tasting room and package sales license prior to engaging in such activities.

(b) Unless otherwise provided in this chapter, a winery/farm winery licensee engaging in any manufacturing, wholesale, distribution, retail on-premises consumption sales, and/or retail package sales authorized by a winery/farm winery with tasting room and package sales license shall comply all regulations of the

applicable general manufacturing, wholesale dealer, retail consumption dealer, and/or retail package dealer licenses provided for in this article.

(c) A winery/farm winery licensee is authorized to manufacture wine and/or mead on its licensed premises and sell its products, produced or manufactured by the licensee on the licensed premises, to wholesale dealers and/or distributors or at retail in closed packages for off-premises consumption directly to consumers, in compliance with state law.

(d) A winery/farm winery licensee is authorized to offer, for free, samples of its products, as produced and/or manufactured by the licensee on the licensed premises, to customers as a promotion for package sales. Samples shall be limited to one-ounce pours and shall be limited to no more than eight pours per customer, per day. Samples shall only be offered during normal business and/or operating hours of the licensee during which the sale of alcoholic beverages is permitted.

(e) A winery/farm winery licensee is authorized to sell wine and/or mead, as produced and/or manufactured by the licensee on the licensed premises, at retail for on-premises consumption on Monday through Saturday between the hours of 11:00 a.m. and 11:30 p.m., and Sunday between the hours of 12:30 p.m. and 11:30 p.m., along with federal holidays from 12:30 p.m. until 11:30 p.m. In addition, upon application and approval by the city manager, a winery/farm winery licensee may be authorized to sell wine and/or mead, as produced and/or manufactured by the licensee on the licensed premises, at retail for on-premises consumption on other dates for special events, pursuant to a temporary on-premises consumption permit.

(f) Smoking of any type, including cigarettes, cigars, vaping, or similar, is prohibited within the premises of a distillery, including any exterior patio or similar.

(g) No gaming devices, including coin-operated amusement machines, as defined and regulated by the state law are permitted in distilleries.

SECTION III: Distillery with cocktail room and package sales license.

Chapter 3 Alcoholic Beverages, Article I In General, Division 2 Licenses and Permits Offered; Regulations for Certain Licenses and Permit, Section 3-16 Distillery with cocktail room and package sales license of the Code of Ordinances of the City of Dawsonville is hereby amended by deleting Section 3-16 in its entirety and inserting in lieu thereof the following:

§ Sec. 3-16 Distillery with cocktail room and package sales license.

(a) Any person, business, or entity desiring to operate a distillery with cocktail room and package sales within the city shall apply for a distillery with cocktail room and package sales license prior to engaging in such activities.

(b) Unless otherwise provided in this chapter, a distillery licensee engaging in any manufacturing, wholesale, distribution, retail on-premises consumption sales, and/or retail package sales authorized by a distillery with cocktail room and

package sales license shall comply all regulations of the applicable general manufacturing, wholesale dealer, retail consumption dealer, and/or retail package dealer licenses provided for in this article.

(c) A distillery licensee is authorized to manufacture distilled spirits on its licensed premises and sell its products, produced or manufactured by the licensee on the licensed premises, to wholesale dealers and/or distributors or at retail in closed packages for off-premises consumption directly to consumers, in compliance with state law.

(d) A distillery licensee is authorized to offer, for free, samples of its products, as produced and/or manufactured by the licensee on the licensed premises, to customers as a promotion for package sales. Samples shall be limited to one-half ounce pours and shall be limited to no more than five pours per customer, per day. Samples shall only be offered during normal business and/or operating hours of the licensee during which the sale of alcoholic beverages is permitted.

(e) A distillery licensee is authorized to sell distilled spirits, as produced and/or manufactured by the licensee on the licensed premises, at retail for on-premises consumption on Monday through Saturday between the hours of 11:00 a.m. and 11:30 p.m., and Sunday between the hours of 12:30 p.m. and 11:30 p.m., along with federal holidays from 12:30 p.m. until 11:30 p.m. In addition, upon application and approval by the mayor and city council, a distillery with cocktail room licensee may be authorized to sell distilled, as produced and/or manufactured by the licensee on the licensed premises, at retail for on-premises consumption on other dates for special events, pursuant to a temporary on-premises consumption permit.

(f) Smoking of any type, including cigarettes, cigars, vaping, or similar, is prohibited within the premises of a distillery, including any exterior patio or similar.

(g) No gaming devices, including coin-operated amusement machines, as defined and regulated by the state law are permitted in distilleries.

SECTION IV: Incorporation and Repealer

Except as modified herein, the remainder of the Alcoholic Beverage Ordinance of the City of Dawsonville is affirmed and incorporated herein. All laws and parts of law in conflict with this enactment are hereby repealed.

SECTION V: Effective Date

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

[EXECUTION ON FOLLOWING PAGE]

SO ADOPTED AND ORDAINED by the City Council of Dawsonville, Georgia, this ____ day of _____, 2023.

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 # 12

SUBJECT: AMENDMENT TO IGA FOR LAW ENFORCEMENT TO INCREASE
COMPENSATION

CITY COUNCIL MEETING DATE: 08/07/2023

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL TO AMEND THE IGA FOR LAW ENFORCEMENT TO INCLUDE AN
ADDITIONAL \$1.00 PER HOUR, PER DEPUTY.**

**DAWSON COUNTY SHERIFF'S OFFICE REQUESTED A PAY INCREASE FOR THE CITY
DEPUTIES**

HISTORY/ FACTS / ISSUES:

- ORIGINAL AGREEMENT EXECUTED ON 06/07/2021 (SEE ATTACHED)
 - INCLUDING TAXES, COST WILL BE APPROXIMATELY AN ADDITIONAL \$4,651.92 PER YEAR
 - IF APPROVED, AMENDMENT WILL NEED TO BE DEVELOPED BY THE CITY ATTORNEY
-

OPTIONS:

APPROVE, DENY, TABLE

RECOMMENDED SAMPLE MOTION:

IF APPROVED, INCLUDE IN MOTION "PENDING AMENDED AGREEMENT"

REQUESTED BY: Mike Eason, Mayor

INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT

The City of Dawsonville (hereinafter "City"), the Sheriff of Dawson County (hereinafter "Sheriff") and the Board of Commissioners of Dawson County (hereinafter "County") (collectively "Parties") hereby enter into this intergovernmental agreement (the "Agreement") in accord with O.C.G.A. §15-16-13 for the purpose of providing and maintaining law enforcement services within the City as follows:

WHEREAS, the City currently does not have a municipal police force; and

WHEREAS, the City has the power to and provides for public safety expenses within the City of Dawsonville by contract, including intergovernmental agreements; and

WHEREAS, the Sheriff exercises duties and powers within the incorporated area of the City and the unincorporated area of Dawson County; and

WHEREAS, Ga. Const. Art. IX, Sec. II, Para. III(a) and O.C.G.A. §15-16-13 permit the Sheriff to perform police functions, exercise power, and to render police services for the City pursuant to an agreement; and

WHEREAS, Ga. Const. Art. IX, Sec. III, Par. I, subparagraph (a), provides that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with services, activities, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, by duly approving this Agreement and spreading same upon the minutes of each respective governing authority, the County and the City hereby declare that this Agreement serves the best interest of the citizens in each of their respective jurisdictions.

NOW THEREFORE, in consideration of the promises, covenants, and conditions set forth herein, the City, County, and the Sheriff agree as follows:

1. Law Enforcement Services. The Sheriff shall equip and assign two deputy sheriffs ("Deputies") to provide the following law enforcement services within the City (the "Contract Services"):

(a) exercise the same duties, powers, and arrest authority exercised in the unincorporated area of Dawson County (O.C.G.A. §15-16-10(a)(9));

(b) patrol city streets, the City Farmer's Market, City owned or maintained property including Main Street Park and City utility facilities to enforce speed limits, traffic control devices, parking statutes, ordinances, and regulations and criminal laws;

(c) assist City Code Enforcement and Animal Control personnel by serving citations for ordinance violations and investigating ordinance violations after City personnel exercise good faith efforts to enforce city ordinances without assistance from the Sheriff's office;

(d) attend meetings of the City Council, Planning Commission, Historic Preservation Commission, and Downtown Development Authority;

(e) attend City sponsored special events such as Food Truck night, the Christmas special event, and similar events;

(f) provide extra patrol as needed to respond to heavy seasonal or special event traffic or if a resident is away from the residence for an extended period or to protect against reports of criminal activity;

(g) regularly patrol the City to deter crime and to promote driver and pedestrian safety;

(h) interact with residents to increase the likelihood that City residents know individual officers;

(i) investigate suspicious persons and circumstances; and

(j) perform humanitarian acts when available such as assisting stranded motorists, escorting if needed for safety, business and resident welfare checks, and similar community oriented public safety activities.

It is understood by the Parties that the above referenced services shall be provided primarily through the Sheriff having two Deputies assigned to have their primary responsibility be the incorporated areas of the City of Dawsonville, the shifts for which are not expected to overlap. The foregoing notwithstanding, (1) the City understands and agrees that upon reasonable need the two Deputies whose primary responsibility includes the incorporated area of the City of Dawsonville may provide law enforcement services in the unincorporated area of Dawson County; and (2) the Sheriff understands and agrees that depending on the law enforcement needs at any particular time, it may be necessary to provide additional Deputies for the provision of law enforcement services in the incorporated area of the City of Dawsonville.

2. Traffic Citations. All tickets or citations issued for violations of state traffic laws shall be returned to Dawson County Probate Court or Superior Court. The County shall receive all revenue from fines levied and collected for traffic violations and not distributed to the State of Georgia pursuant to applicable statutes and regulations.

3. City Ordinance Citations. The City Municipal Court shall retain jurisdiction of City code violations.

4. Compensation for Law Enforcement Services. In accordance with O.C.G.A. §15-16-13, the City shall reimburse the County for the costs incurred by the Sheriff in providing the Contract Services (the "Reimbursement Costs") which includes, but is not limited to, compensation of the two deputy sheriffs, cost of retirement benefits and health insurance for those Deputies, workers' compensation and other fringe benefits, training costs, materials, supplies, and utilities.

(a) The initial amount due from the City is \$6,501.19 per Deputy per month \$13,002.38 total per month, and the amount due may fluctuate based upon the costs identified herein to calculate the amount due from the City. The Sheriff shall notify the City and the County of changes at least thirty (30) days before the change in the amount due shall be effective. The Reimbursement Cost shall be paid on the first of the month in advance for services that will be provided by the Sheriff during the month in which payment is received. By way of example, the payment due on July 1, 2021 shall be payment for services provided for during the month of July 2021.

(b) The City's obligation to reimburse the County for costs incurred by the Sheriff shall only include the cost of equipment "to the extent that such equipment, materials, supplies, and utilities are not furnished by the contracting municipal corporation." O.C.G.A. § 15-16-13(c).

(i) Pursuant to a separate Settlement and Release Agreement dated May 20, 2021 and related to SPLOST VII (the "SPLOST Agreement"), the City and County have agreed that the County will provide the Sheriff with two additional patrol vehicles. The Parties agree and acknowledge that the purchase of these vehicles will not be included in the Sheriff's budget for purposes of assessing the amount due from the City under this Section 4, and thus the City will not be charged for these vehicles.

(ii) Pursuant to the SPLOST Agreement, the City and County have agreed that the County will provide, on the City's behalf, for a one-time purchase of the uniforms, vests, body cameras, firearms, and similar capital equipment associated with initially equipping the two new Deputy positions. The Parties acknowledge that the estimated cost of such personal equipment is \$7,738.74 per Deputy. Because the cost of such equipment would be paid from the Sheriff's budget and would otherwise be chargeable to the City, the City shall receive a one-time credit for such costs. The amount due from the City pursuant to subsection (a) above shall be initially offset by a one-time credit of \$7,738.74 per Deputy, chargeable toward the cost of the first month and part of the second month of service provided by the Deputies under this Agreement.

(iii) The City agrees and acknowledges that the County's provision of the two patrol vehicles without additional charge to the City, as referenced in paragraph (i), and the County's provision of a one-time \$15,477.48 (total) equipment credit, as referenced in paragraph (ii), will fully satisfy the County's obligations under Section II.B of the SPLOST Agreement.

5. Policies and Procedures. Deputies performing law enforcement services pursuant to this Agreement shall be subject to policies and procedures of the Sheriff only and not the policies and procedures of the City. The Sheriff will supervise Deputies performing duties pursuant to this Agreement and shall control all equipment and vehicles utilized in the performance of law

enforcement services pursuant to the terms hereof and will provide maintenance and insurance for equipment and vehicles.

6. Term. This Intergovernmental Agreement is entered pursuant to Art. IX, Sec. III, Para. I of the Georgia Constitution and shall commence on the 1st day of July, 2021 and expire on the 30th day of June, 2031, unless prior written notice of intent to terminate is given by the Sheriff, the County, or the City at least 90 days before the date of termination.

7. Notices. Any notice provided pursuant to this Agreement shall be delivered as follows:

Dawson County Sheriff's Office
19 Tucker Avenue
Dawsonville, GA 30534

City of Dawsonville
415 Highway 53 East
Suite 100
Dawsonville, GA 30534

Dawson County Board of Commissioners
25 Justice Way
Suite 213
Dawsonville, GA 30534

8. Severability. If any part of this agreement is declared unenforceable or invalid, the remainder shall continue to be valid and enforceable. If any provision of this Agreement is held to be invalid, inoperative or unenforceable for any reason, it shall be modified rather than voided, if possible, in order to achieve the intent of the Parties hereto to the maximum extent possible.

9. Entire Agreement. This Agreement, including any exhibits hereto, constitutes the complete agreement between the Parties and, supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement.

10. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim liability, reimbursement, cause of action, or other right.

11. Nothing contained in this Agreement shall be construed to be a waiver of the Parties' sovereign immunities or of any individual's qualified, good faith, or official immunities.

12. Nothing contained in this Agreement shall be construed as creating any individual or personal liability on the part of any of the Parties or their elected or appointed officials, officers, boards, commissions, employers, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable under this Agreement in the event of any

default or breach by the Parties or for any amount which may become due by the Parties under the terms of this Agreement. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Parties and only in their official capacity and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys, or volunteers.

13. This Agreement shall be deemed to have been made, construed, and enforced in accordance with the laws of the State of Georgia and said laws shall govern the validity of this Agreement and the construction of its terms and interpretation of the rights and duties of the Parties. Any litigation arising out of or any way involving this Agreement shall be heard and decided in the Superior Court of Dawson County.

14. No consent or waiver, express or implied, by any Party to this Agreement to any breach of any covenant, condition or duty of another Party shall be construed as a consent to or waiver of any future breach of the same. No failure of a Party to exercise any power hereunder and no custom or practice of the Parties at variance with the terms hereof, shall be a waiver of a Party's right to demand exact compliance herewith.

15. No Party hereto may assign any function or obligation undertaken by such Party without the written approval of the Parties.

16. Except as expressly limited by the terms of this Agreement, all rights hereunder are in addition to and do not limit those provided at law or in equity.

17. The Parties intend that the relation between them is that of principal-independent contractor. No agent, employee, or servant of Sheriff shall be or shall be deemed to be the employee, agent, servant of City. City is interested only in the results obtained under this Agreement. The manner and means of overseeing the work are under the sole control of Sheriff. None of the benefits provided by City to its employees are available from City to Sheriff or its employees, agents, or servants.

18. Each provision of this Agreement shall be construed as through all the Parties participated equally in its drafting. Any rule of construction that a document is to be construed against the drafting Party shall not apply.

19. The Parties shall, at the request of the other, make, sign, and deliver all documents and do or cause to be done all such things that any Party may reasonably require under this Agreement.


20. The signatories below have been duly authorized by their respective governing authorities to execute this Agreement on their behalf. Each Party represents and warrants to the other that (a) it has full capacity and authority to enter into this; (b) the person executing this on its behalf has full authority to do so; and (c) this constitutes an obligation which is valid and legally binding against it and which is enforceable against it in accordance with its term.

21. A scanned or facsimile signature shall be treated the same as an original signature and any Party may rely upon a scanned or facsimile signature of the Party upon this Agreement.

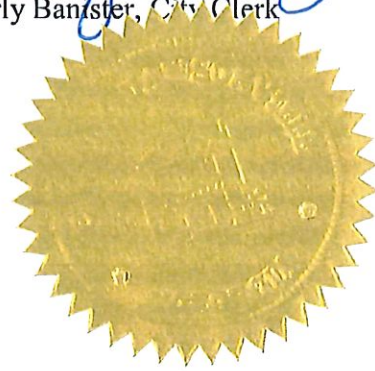
This Agreement may be executed in any number of counterparts, and all counterparts shall be considered together as one. The Parties understand and agree to the terms of this and their authorized officers have signed below.

This 7 day of June, 2021.

CITY OF DAWSONVILLE

By: 
Mike Eason, Mayor

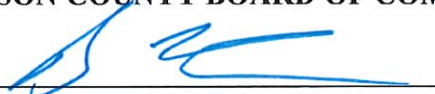
Attest: 
Beverly Banister, City Clerk



SHERIFF OF DAWSON COUNTY

By: 
Jeff Johnson, Sheriff

DAWSON COUNTY BOARD OF COMMISSIONERS

By: 
Billy Thurmond, Chairman

Attest: 
Kristen Cloud, County Clerk



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 13

SUBJECT: ITEMS LAID ON TABLE INDEFINITELY

CITY COUNCIL MEETING DATE: 08/07/2023

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 CONSIDER PLACING ITEMS LAID ON THE TABLE INDEFINITELY TO A FUTURE AGENDA

HISTORY/ FACTS / ISSUES:

1. ANX-C2100043 and ZA-C2100043: Allen Street Properties, LLC and B & K Turner Family, LLP have petitioned to annex into the city limits of Dawsonville tract 2 with 32.937 acres (amended application) tract known as a portion of TMP 093 004 001, located at Perimeter Road, with a request to rezone from County Zoning of RSR (Residential Sub Rural) and RA (Restricted Agriculture) to City Zoning of R3 (Single Family Residential). Public Hearing Dates: Planning Commission on September 13, 2021 and City Council on October 4, 2021. City Council for a decision on October 18, 2021 – **Tabled indefinitely on 04/18/2022**
 2. ANX-C2200170: B&K Turner Family, LLP has petitioned to annex into the city limits of Dawsonville the 35.31 acre tract known as TMP 083 025, Located at Land Lot 584, 4th District, Section 1, with a County Zoning of RA (Residential Agricultural/Residential Exurban) to City Zoning AP (Annexed Property District). Public Hearing Dates: Planning Commission on June 13, 2022, and City Council on June 20, 2022. City Council for a decision on July 18, 2022. – **Tabled indefinitely on 07/18/2022**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor