

**MINUTES**  
**CITY COUNCIL REGULAR MEETING**  
**July 9, 2018**  
**7:00 P.M.**

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**CALL TO ORDER:** Mayor Michael Eason called the meeting to order at 7:02 p.m.

**ROLL CALL:** Present were Councilmember Jason Power, Councilmember Mark French, Councilmember Caleb Phillips, Councilmember Stephen Tolson, City Attorney Dana Miles, City Manager Bob Bolz, City Clerk Beverly Banister, Utilities Director Gary Barr, Public Works Operations Manager Trampas Hansard, Finance Administrator Hayden Wiggins and Zoning Administrator Nalita Copeland.

**INVOCATION AND PLEDGE:** Invocation and pledge was led by Councilmember Phillips.

**APPROVAL OF THE AGENDA:** Motion to amend the agenda by adding item #13a Report from City Attorney Dana Miles and item #15 IGA with EWSA for Thunder Ridge made by S. Tolson/J. Power. Vote carried unanimously in favor.

Motion to approve the agenda as amended made by C. Phillips/J. Power. Vote carried unanimously in favor.

1. **APPROVAL OF THE MINUTES:** Motion to approve the Special Called Meeting and Executive Session minutes held on June 15, 2018 and the Work Session and Regular Meeting and Executive Session minutes held on June 18, 2018 made by J. Power/C. Phillips. Vote carried unanimously in favor.

## **PUBLIC HEARING**

2. **ZA C8-00146:** Downtown Development Authority of Dawsonville Georgia has requested a rezone of the 6.15 acre tract known as TMP D04 020 001, located at 415 HWY 53 East from PUD (Planned Unit Development) to INST (Institutional).

Motion to open the public hearing made by M. French/C. Phillips. Vote carried unanimously in favor. Zoning Administrator Copeland presented the rezone; Planning Commission recommended approval of the rezoning request earlier this evening. Mayor Eason conducted the public hearing; no one spoke in favor or opposition of the request. Motion to close the public hearing made by M. French/S. Tolson. Vote carried unanimously in favor. Item will be voted on during the July 23, 2018 City Council meeting.

3. **ZA C8-00147:** Downtown Development Authority of Dawsonville Georgia has requested a rezone of the 18.18 acre tract known as TMP D04 020, located at 135 Main Street from PUD (Planned Unit Development) to INST (Institutional).

Motion to open the public hearing made by C. Phillips/J. Power. Vote carried unanimously in favor. Zoning Administrator Copeland presented the rezone; Planning Commission recommended approval of the rezoning request earlier this evening. Mayor Eason conducted the public hearing; no one spoke in favor or opposition of the request. Motion to close the public hearing made by S. Tolson/J. Power. Vote carried unanimously in favor. Item will be voted on during the July 23, 2018 City Council meeting.

4. **ZA C8-00149:** City of Dawsonville has requested a rezone of the 0.75 acre tract known as TMP D03 032, located at 124 ALLEN ST from R-1 (Single Family Residential) to INST (Institutional).

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Motion to open the public hearing made by J. Power/S. Tolson. Vote carried unanimously in favor. Zoning Administrator Copeland presented the rezoning request; Planning Commission recommended approval of the rezoning request earlier this evening. Mayor Eason conducted the public hearing; no one spoke in favor or opposition of the request. Motion to close the public hearing made by M. French/C. Phillips. Vote carried unanimously in favor. Item will be voted on during the July 23, 2018 City Council meeting

5. **ZA C8-00148:** City of Dawsonville has requested a rezone of the 1 acre tract known as TMP D03 033, located at 82 ALLEN ST from PUD (Planned Unit Development) to INST (Institutional).

Motion to open the public hearing made by J. Power/M. French. Vote carried unanimously in favor. Zoning Administrator Copeland presented the rezone; Planning Commission recommended approval of the rezoning request earlier this evening. Mayor Eason conducted the public hearing; no one spoke in favor or opposition of the request. Motion to close the public hearing made by M. French/J. Power. Vote carried unanimously in favor. Item will be voted on during the July 23, 2018 City Council meeting.

#### **SECOND/FINAL READING OF ANNEXATIONS/REZONINGS**

6. **ANX C8-00110 and ZA C8-00110:** John and Dayle Ann DeLong have petitioned to annex into the city limits of Dawsonville the 0.587 acre tract known as TMP 090 063, located at 74 Gold Bullion Drive West, with a request to rezone from County Zoning of RPC (Residential Planned Community) to City Zoning of PUD/R2 (Planned Unit Development/Single Family Residential). Public Hearing Dates: Planning Commission on June 4, 2018 and City Council on June 18, 2018. City Council Agenda for a decision on July 9, 2018.

Annexation and rezone presented by Nalita Copeland. Motion to approve both the annexation and rezone made by C. Phillips/M. French. Vote carried unanimously in favor.

#### **BUSINESS**

7. **FARMER'S MARKET BIDS – DEMOLITION AND CLEARING:** Motion to approve the low bid from Drew Allen Construction for both the demolition and clearing of the future farmer's market site and to approve the Mayor or the Mayor Pro-Tem to execute the contract made by C. Phillips/M. French. Vote carried unanimously in favor.

#### **STAFF REPORTS**

8. **CITY MANAGER, BOB BOLZ**
- i. Bolz and Attorney Miles met with Dawson County regarding the Service Delivery Strategy Agreement (SDSA); another meeting is scheduled for later this month. The City has been asked to submit the first draft.
  - ii. The Planning Director position has been advertised and interviews have started and will be completed by tomorrow morning.
  - iii. Main Street Park is under construction; the contractor should receive their 7-day permit this week.
  - iv. Met with GDOT engineer regarding crosswalk and traffic issues; she had an interest in pursuing solutions at Dairy Queen on Hwy 53 considering all the crash data.

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- v. Second Food Truck night was successful despite the initial rain; approximately 400 - 500 people in attendance. Vendors and citizens were pleased with the event. The next one will be held in August.
- vi. The server at City Hall has been replaced due to a recent crash and outdated hardware.
- vii. Approached by the Visitor's Information Channel who will be adding a segment on the City of Dawsonville and Dawson County to their channel.

**9. CITY CLERK, BEVERLY BANISTER**

- i. Working with IT issues. Assisted with the replacement of the server, developed a scope of work to assess our needs and met with some different IT providers.
- ii. Assisted the water department with the submittal of the Consumer Confidence Report and certification of the distribution of the report to our residents.
- iii. Continued to work on the organization of files.

**10. FINANCE ADMINISTRATOR, HAYDEN WIGGINS**

- i. Successfully processed the fiscal year end close and currently operating in the new fiscal year.
- ii. Preparing for the upcoming audit which will start in about one month.

**11. UTILITIES DIRECTOR, GARY BARR**

- i. 7,1025,000 gallons of water was produced, 4,584,000 gallons of sewer was treated, 750,000 gallons of water was purchased, 1,384 customers served, 1,391 meters read, 14 disconnects, 16 new services, 20 lock offs due to non-payment, 74 work orders, 230 late notices sent out, 876 garbage customers served with 11 new customers and one can needed to be replaced and zero repaired.
- ii. The meter replacement project is not yet complete. Four of the wells have new meters installed; the factory must come out and wire them and then be wired into SCADA but they are currently being used on the four wells. Waiting to install meters on wells #108 and #111 until they are complete.
- iii. Development of Well #111 is moving along quickly. They finished the cement block; the trusses and roof are next. The pump will be installed this week and the filters have been set into the block. He anticipates operation to begin in late September.

**12. PUBLIC WORKS OPERATIONS MANAGER, TRAMPAS HANSARD**

- i. Completing projects within City Hall. All the lights have been replaced with LED and working on moving all IT components to the IT room upstairs.
- ii. Working with Georgia Power on getting a camera system in the cemetery due to the vandalism.
- iii. Continue to work on the parking issues in the City's streets.

**13. ZONING ADMINISTRATOR, NALITA COPELAND**

- i. Business License renewal process is complete. One new business license issued for Cozy Little Country Store and three home businesses.
- ii. This month 16 building permits have been issued, 4 projects in plan review, 50 residential permits are open and 11 commercial permits are open.
- iii. The department has 2 new contracted inspectors who are working out well. They have done 47 residential inspections and 2 commercial inspections.
- iv. The department has 10 applications in process for annexations and rezones.
- v. A Comprehensive Plan meeting is scheduled for 07/18/2018.

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- vi. Zoning map updates have been submitted to GMRC with approximately 55 changes. Once the updates are verified it will come to City Council for approval.

**13a. CITY ATTORNEY, DANA MILES**

- i. The City is one of many local governments engaged in the class action lawsuit against the opioid drug manufacturers. Our counsel, Andy Davis, has informed Mr. Miles the Georgia case will likely combine with other states to form multi district litigation. A multi district litigation federal judge has already been assigned and the cases will consolidate in the near future and then move forward in litigation. No action is required at this time.

**MAYOR/COUNCIL REPORTS**

Councilmember Tolson reported on attending open houses for the local businesses and commended the Chamber of Commerce on their marketing of the City.

Councilmember French reported he has almost completed his research on implementing a public comment forum at City Council meetings and would like to have the item placed on the agenda at the upcoming Work Session to present a proposed policy.

Councilmember Power reported on his upcoming attendance at the Board of Health meeting in the morning. He also spoke on his trip to Savannah for the GMA Convention and the classes he attended.

**EXECUTVE SESSION**

At 7:33 p.m. the Council motioned to close regular session and go into executive session for the purpose of Pending or Potential Litigation and Personnel made by J. Power/M. French. Vote carried unanimously in favor.

At 8:24 p.m. a motion to close executive session and resume regular session was made by S. Tolson/J. Power. Vote carried unanimously in favor.

**14. GOLD CREEK CLUBHOUSE: Motion made by C. Phillips to:**

- Send the City Engineer, Lamar Rogers, to inspect the work on the dilapidated structure violation to certify it has been completed and to supply a letter certifying the satisfaction of the violation
- If not completed, it must be completed within five business days or fines begin on the fifth day
- Once the dilapidated structure violation has been satisfied, they must apply for a building permit within 30 days to do the remodeling.

Second by M. French. Mayor Eason remarked they are having an independent party verify the work to be sure every facet of the dilapidated structure violation is satisfied. Councilmember French remarked it will be the same engineers who originally inspected the property on the City's behalf at the onset of the complaint. Vote carried unanimously in favor.

- 15. IGA WITH EWSA FOR THUNDER RIDGE: Motion to approve the IGA as previously approved but with the removal of item #3g made by C. Phillips/J. Power. Vote carried unanimously in favor. (Exhibit "A")**


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**ADJOURNMENT**

With there being no further business to attend to, a motion was made to adjourn the meeting at 8:28 p.m. by J. Power/C. Phillips. Vote carried unanimously in favor.


By: CITY OF DAWSONVILLE

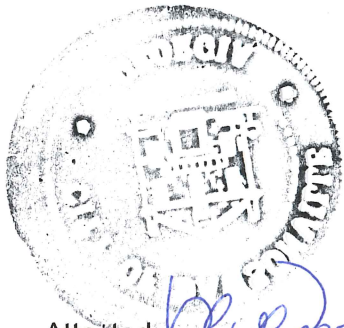
  
\_\_\_\_\_  
Michael Eason, Mayor

  
\_\_\_\_\_  
Caleb Phillips, Councilmember

  
\_\_\_\_\_  
Jason Power, Councilmember/Mayor Pro-Tem

  
\_\_\_\_\_  
Stephen Tolson, Councilmember

  
\_\_\_\_\_  
Mark French, Councilmember



Attested:   
\_\_\_\_\_  
Beverly Banister, City Clerk

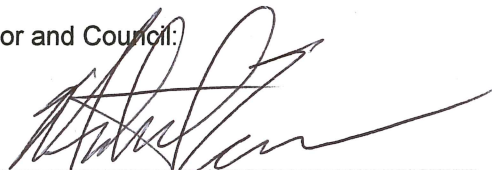
STATE OF GEORGIA  
COUNTY OF DAWSON

AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

Mayor Michael Eason, Councilmember Mayor Pro-Tem Jason Power, Councilmember Caleb Phillips, Councilmember Stephen Tolson, 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 the July 9, 2018.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 7:33 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: \_\_\_\_\_.

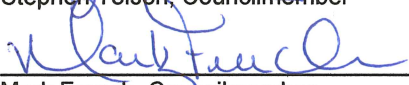
This 9th day of July 2018; By the City of Dawsonville, Mayor and Council:

  
\_\_\_\_\_  
Michael Eason, Mayor

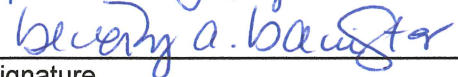
  
\_\_\_\_\_  
Caleb Phillips, Councilmember

  
\_\_\_\_\_  
Jason Power, Councilmember/Mayor Pro-Tem

  
\_\_\_\_\_  
Stephen Tolson, Councilmember

  
\_\_\_\_\_  
Mark French, Councilmember

Sworn to and subscribed before me this  
9th day of July, 2018.

  
\_\_\_\_\_  
Signature

Notary Public  
My Commission expires:

02.18.2020



Beverly A. Banister  
NOTARY PUBLIC  
Dawson County, Georgia  
My Commission Expires  
February 18, 2020

**INTERGOVERNMENTAL AGREEMENT REGARDING WATER AND SEWER SERVICES TO  
THUNDER RIDGE SUBDIVISION**

This Intergovernmental Agreement (“IGA”) is hereby made this 10<sup>th</sup> day of July 2018 by and between the City of Dawsonville, Georgia (“City”), a municipal corporation of the State of Georgia, and Etowah Water and Sewer Authority (hereafter “the Authority”), a political subdivision of the State of Georgia.

WHEREAS, the City and the Authority provide and distribute water to the citizens and entities within their respective jurisdictions pursuant to previously negotiated agreements; and

WHEREAS, the City and the Authority also provide sewerage disposal and treatment services and systems to the citizens and entities within their respective jurisdictions pursuant to previously negotiated agreements; and

WHEREAS, the Developer of an approximate 280 lot subdivision (to be known as “Thunder Ridge”) seeks to develop property located at Highway 9 South near the intersection of said Highway and JC Burt Road (Tax Parcels 084-003 and 094-046); and

WHEREAS, the City owns, operates and maintains a gravity sewer system and sewer treatment facility located proximate to Thunder Ridge and at the discharge point of a force main and sanitary sewer lift station to be owned, operated and maintained by the Authority; and

WHEREAS, the City and the Authority are authorized by law to enter into intergovernmental agreements for the provision of water and sewer services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the City and the Authority hereby agree as follows:

1. Term. The term of this IGA shall be coterminous with the existing Water and Sewer Agreements between the City and the Authority and shall expire on October 1, 2034 unless earlier terminated in accord with paragraph 6 hereinbelow.
2. Obligations of the City.

The City of Dawsonville shall have the following obligations:

- a) It will set aside and provide sewer capacity and disposal services to the Thunder Ridge subdivision in exchange for the payments set forth in this IGA;
- b) It will own, operate, and maintain the gravity sewer from and including the manhole to be constructed by the Authority at GPS Coordinates Lat 34.408946 Long 84.121184 (the "New Manhole") to the existing connection point (the "Connection Point") in the City's sewer system located at GPS Coordinates Lat 34.411105 Long -84.121056;
- c) It will allow the Authority to pump sewage from the Thunder Ridge subdivision to the discharge point for disposal and treatment in the City's wastewater treatment plant;
- d) It will charge the Authority the City's Inside Residential Sewer Rates based upon the City's tiered scale, as the same may be changed from time to time, based on the volume of metered water consumption per month per active account within the Thunder Ridge subdivision.

3. Obligations of the Authority.

Etowah Water and Sewer Authority shall have the following obligations:

- a) It shall install and maintain, at no cost to the City, the appropriate individual metering equipment to measure the quantity of water used by the active account holders in the Thunder Ridge subdivision, which monthly consumption quantity of water, using the City's Inside Residential Sewer Rates tiered rate structure, will provide the basis for the amount that the Authority will pay to the City for sewage treatment, disposal and account management;
- b) It will set up an account in the name of the Authority with the City for sewer services to Thunder Ridge; and
- c) It will pay to the City any sewer tap fee charged for residential accounts within 30 days of the earlier of the receipt of the tap fee by the Authority or the establishment of any new residential account with the Authority; and



- d) Based on the monthly meter gallonage readings referenced above, the Authority will timely pay to the City the City's Inside Residential Sewer Rates based upon the City's tiered scale, as the same may be changed from time to time, on its account with the City; and
- e) It will adjust any of the foregoing meter readings to account for any customer water leak adjustments approved and credited to the customer by the Authority; and
- f) As per previous jurisdictional agreements, it will provide water services to Thunder Ridge; and
- g) It will manage and administer the individual water and sewer accounts for such services; and
- h) It will read all Thunder Ridge meters and bill its customers accordingly for both water and sewer services; and
- i) It will install at no expense to the City, own, operate, and maintain the sanitary lift station and its force main to the manhole ("New Manhole") for gravity sewer to be constructed by the Authority at GPS Coordinates Lat 34.408946 Long -84.121184. It will install at no expense to the City a new gravity sewer line from the New Manhole to the existing City gravity sewer connection point located at GPS Coordinates Lat 34.411105 Long -84.121056. The City will own, operate and maintain the New Manhole and the gravity sewer line from it to the connection point after the same is constructed by the Authority.

4. Consideration.

The parties hereto acknowledge, consent and agree that the terms hereof have been entered into in exchange for good and valuable consideration between the parties.

5. Representations and Warranties.

The parties hereto represent and warrant that each party has full power, authority and legal right to execute and perform this contract and agreement and has taken all necessary actions to authorize the execution and performance of this contract and agreement. This contract and agreement accurately references the legal, valid and binding obligations of each party.

Each party shall act in good faith to give effect to the intent of this agreement and shall take actions necessary or convenient to consummate the purpose and subject matter of this agreement.

6. Termination and Modification.

Either party may terminate this agreement if the other party fails to rectify a material breach of the terms hereof within ninety (90) days of receipt by the breaching party of written notice of such breach from the non-breaching party. The non-breaching party shall be entitled, without further notice, to cancel that party's obligations pursuant to the contract and agreement without prejudice to any claim for damages, breach of contract or otherwise. The failure or termination of any portion of this agreement shall not be a basis for terminating other severable obligations or provisions of this contract and agreement unless the failure or breach is such that the entire contract or agreement may no longer be performed.

The parties hereto acknowledge, consent, and agree that if the Authority can reasonably treat wastewater from the Thunder Ridge subdivision at any time during the term of this Agreement and upon 90 days written notice to the City, this Agreement shall terminate, the Authority shall provide sewer service to Thunder Ridge and both parties shall be released from the terms hereof. This Agreement may otherwise be modified by a written instrument executed by both parties hereto.

7. Notice.

Any notice or communication required or permitted in accord with the terms hereof shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address listed herein or to such other address as a party may furnish in writing. The notice shall be deemed received when delivered or signed for or on the third day after mailing if not signed as received.

City of Dawsonville:

Mayor and City Council of Dawsonville  
ATTN: City Manager  
415 Highway 53 East  
Dawsonville, GA 30534

Etowah Water and Sewer Authority:

Etowah Water and Sewer Authority  
ATTN: General Manager  
1162 Highway 53 East  
Dawsonville, GA 30534

8. Assignment.

Neither party may assign or transfer this agreement without prior written consent of the other party.

9. Entire Agreement.

The contents hereof contain the entire agreement between the parties regarding the subject matter of this

10. Governing Law and Severability.

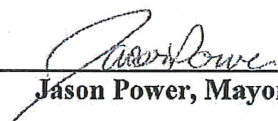
This IGA shall be construed and interpreted in accordance with Georgia law. If any sentence, phrase, provision, portion or clause of this IGA should at any time be declared or adjudged invalid, unlawful, unconstitutional or unenforceable for any reason, said adjudication or declaration shall in no manner or way effect the other sentences, phrases, provisions, portion of clauses hereof, and all remaining portions shall remain in full force and effect.

11. Non-Waiver.

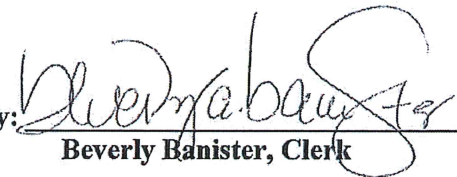
The failure of either party to enforce any provision of this IGA and contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this IGA.

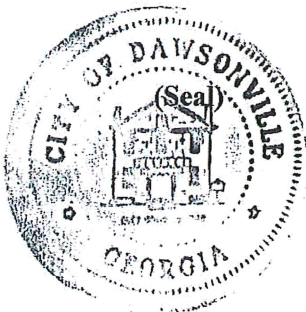
This 10<sup>th</sup> day of July 2018.

**City of Dawsonville, Georgia**

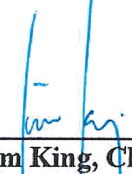
By:   
**Jason Power, Mayor Pro-Tem**

**ATTEST:**

By:   
**Beverly Banister, Clerk**



**Etowah Water and Sewer Authority**

By:   
**Jim King, Chairman**

**ATTEST:**

By:   
**Linda Townley, Secretary**

(Seal)