

AGENDA
CITY COUNCIL REGULAR MEETING
VIA TELECONFERENCE
Monday, August 3, 2020
5:00 P.M.

Link to access meeting via teleconference or by phone from your computer tablet or smartphone:
<https://www.gotomeet.me/CityofDawsonville/city-council-regular-meeting>

You can also dial in using your phone.

United States: [+1 \(646\) 749-3122](tel:+16467493122)

Access Code: 915-792-365

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 20, 2020
 - b. Approve Mueller Systems Master Agreement
 - c. Approve Extension of Design Guidelines Agreement with GMRC

BUSINESS

8. Millage Rate for Tax Year 2020 Discussion
9. CARES Act – Coronavirus Relief Fund (CRF) Grant Expenditures

EXECUTIVE SESSION IF NEEDED: Pending or Potential Litigation, Real Estate Acquisition and/or Personnel

ADJOURNMENT

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: 08/03/2020

PURPOSE FOR REQUEST:

CONSIDERATION AND APPROVAL OF ITEMS BELOW; SEE ATTACHED SUPPORTING DOCUMENTS

- a. Approve Minutes
 - Regular Meeting and Work Session held July 20, 2020
 - b. Approve Mueller Systems Master Agreement
 - c. Approve Extension of Design Guidelines Agreement with GMRC
-



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7a

SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 08/03/2020

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 20, 2020**
-

HISTORY/ FACTS / ISSUES:

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

MINUTES
CITY COUNCIL REGULAR MEETING AND WORK SESSION
VIA TELECONFERENCE
Monday, July 20, 2020
5:00 P.M.

1. **CALL TO ORDER:** Mayor Mike Eason called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Present were Councilmember John Walden, Councilmember Mark French, Councilmember Caleb Phillips, Councilmember Stephen Tolson, City Attorney Paul Mitchell, City Manager Bob Bolz, City Clerk Beverly Banister and Finance Administrator Hayden Wiggins.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Tolson.
4. **ANNOUNCEMENTS:** Mayor Eason reminded everyone to send in their 2020 Census and to vote; early voting started today. He also stated this meeting will not be livestreamed due to some technical difficulties. He reported the Governor's health emergency has been extended regarding COVID-19 through August 13, 2020. He also stated this past weekend was the ribbon cutting and grand opening for the City's Farmers Market which was very successful.
5. **APPROVAL OF THE AGENDA:** Motion to amend the agenda to add the discussion of an efficiency study made by M. French; motion dies due to lack of a second.

Motion to amend the agenda to add an item on Rent Reduction (item #11) made by C. Phillips; second by S. Tolson. Vote carried three in favor (Phillips, Tolson, Walden) with one opposed (French).

Motion to approve the agenda as amended made by S. Tolson; second by J. Walden. Vote carried three in favor (Phillips, Tolson, Walden) with one opposed (French).
6. **PUBLIC INPUT:** No comments from the public.
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a, b) made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting and Work Session held June 15, 2020
 - Executive Session held June 15, 2020
 - Special Called Joint Meeting held June 26, 2020
 - b. Approve First Amendment to Farmer's Market Use Agreement

WORK SESSION

8. **COVID-19 UPDATE:** Councilmember Walden reported from the Board of Health meeting that there has been an incline in cases for the surrounding counties with a slight increase in Dawson County. He encouraged everyone to continue using safe measures such as social distancing, wearing a mask and washing your hands. City Manager Bolz reported on COVID-19 cases, deaths and hospitalization numbers within the State and our County as provided by Danny Thompson. Mayor Eason stated a lot of our businesses are requiring masks and believes we should encourage everyone to wear a mask as much as possible in public.

STAFF REPORTS

9. **BOB BOLZ, CITY MANAGER:** He provided an update to the Council in the agenda packet and verbally reported on the following:
 - Turnipseed Engineers will be providing the bid package for the paving of Main Street, Jack Heard Road, Memory Lane and possibly Maple Street. Available funds from SPLOST VI will be used to pave these roads.
 - Sidewalk plans from the Farmers Market to Main Street Park and City Hall are being developed by Turnipseed Engineers.
 - Mural at the back of City Hall provided by Leadership Dawson is complete.
 - Planning and Zoning Director interviews are scheduled for July 30, 2020.
 - Pre-construction meeting for the test manhole occurred on Friday, July 17, 2020.

MINUTES
CITY COUNCIL REGULAR MEETING AND WORK SESSION
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- 10. HAYDEN WIGGINS, FINANCE ADMINISTRATOR:** Financial reports representing fund balances and activity provided through June 30, 2020. He reported on LOST and SPLOST revenues at the request of the Mayor. He also announced the City received the Certificate of Achievement for Excellence in Financial Reporting for FY2019; this is the sixth year in a row the City has received this prestigious award.
- 11. RENT REDUCTION:** Councilmember Phillips stated he understands the impact from COVID-19 on the small businesses and would like to assist our renters one more month with their rent.
- Motion to reduce rent for City properties by 50% for the month of July 2020 and waive any related late fees made by C. Phillips; second by S. Tolson. Vote carried unanimously in favor.

ADJOURNMENT:

At 5:21 p.m. a motion to adjourn the meeting was made by S. Tolson; second by J. Walden. Vote carried unanimously in favor.

By: CITY OF DAWSONVILLE

Mike Eason, Mayor

Attested: _____
Beverly A. Banister, City Clerk



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7b

SUBJECT: APPROVE MUELLER SYSTEMS MASTER AGREEMENT

CITY COUNCIL MEETING DATE: 08/03/2020

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 APPROVE MUELLER SYSTEMS MASTER AGREEMENT

HISTORY/ FACTS / ISSUES:

- **ANNUAL END USER LICENSE AGREEMENT FOR THE WATER METER READING EQUIPMENT AND SOFTWARE. INCLUDES CUSTOMER SUPPORT, UPGRADES, AND WARRANTIES.**
 - **FUNDS BUDGETED IN FY21 ENTERPRISE FUND**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Gary Barr, Utilities Director

MUELLER SYSTEMS MASTER AGREEMENT

THIS MASTER AGREEMENT (this “**Agreement**”) is entered into this _____ day of _____ between MUELLER SYSTEMS, LLC, a Delaware limited liability corporation having its principal offices at 10210 Statesville Blvd, Cleveland, North Carolina 27013 (referred to in this Agreement as “**Mueller Systems**” or “**Provider**”), and _____ (referred to in this Agreement as “**Customer**”). This Agreement governs the sale by Provider and the purchase by Customer for its own use and not for resale of, as applicable, Equipment, Software, Documentation and other items related to advanced metrology infrastructure systems. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and terms and conditions of any other agreement or document, the terms and conditions of this Agreement shall govern and control and the conflicting or inconsistent terms and conditions are hereby rejected. In consideration of the mutual obligations set forth in this Agreement, Customer and Mueller Systems agree as follows:

1. DEFINITIONS.

a. “**Content**” means the information developed or legally acquired by Customer which may be used in connection with or accessed by any module of the Software.

b. “**Documentation**” means the user guides, reference manuals, and installation materials provided by Provider to Customer related to the Software and Equipment.

c. “**Equipment**” means the components, devices, products, equipment and related items provided by Provider identified in Appendix A.

d. “**Services**” means activities related to deployment and installation services, repair services, hosting services and technical support/maintenance services as provided by Mueller Systems and as identified in Appendix B.

e. “**Software**” means the object code versions of Mueller Systems’ software identified in Appendix A, together with all subsequent authorized updates, replacements, modifications or enhancements.

2. SOFTWARE

a. Software on Equipment License. For Equipment purchased by Customer from Mueller Systems, Mueller Systems hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable, perpetual, irrevocable license to use and execute the Software embedded in the Equipment for its internal business purposes in connection with such Equipment (“**Firmware**”).

b. Online Software Access. Subject to the terms of this Agreement and the payment of the fees specified in Section 6a herein, Mueller Systems grants to Customer, for its internal business purposes and during the term of this agreement, a limited, non-exclusive, non-sublicensable, non-transferable right to access and use and make available to Customer’s utility users, as applicable, and/or employees the online, hosted Software specified herein.

c. Restrictions. Except as specifically and expressly permitted in writing by Mueller Systems, Customer shall not (i) violate any restriction set forth in this Agreement; (ii) modify, translate, de-compile, reverse compile, disassemble, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software; (iii) adapt the Software in any way for use to create a derivative work; or (iv) include or combine the Software in or with any other software.

d. Ownership. This Agreement does not grant to Customer any ownership interest in the Software or Documentation. Customer has a license to use the Software and Documentation as provided in this Agreement. Customer hereby agrees and acknowledges that Mueller Systems owns all right, title, and interest in the Software and Documentation, and Customer will not contest those rights or engage in any conduct contrary to those rights. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of or created from the Software and Documentation made by or at the direction of Customer shall be owned solely and exclusively by Mueller Systems, as shall all patent rights, copyrights, trade secret rights, trademark rights and all other proprietary rights, worldwide.

e. Reservation. Mueller Systems reserves all rights not specifically granted under this Agreement.

3. **EQUIPMENT** In consideration of the fees set forth in Appendix D of this Agreement, Mueller Systems will provide the Equipment identified in Appendix A.

4. **SERVICES** In consideration of the fees set forth in Appendix D of this Agreement, Mueller Systems will provide the Services identified in Appendix B.

5. **CONFIDENTIALITY** The Software, Equipment and Documentation, including any ideas, concepts, know-how and technology contained therein, shall be considered the proprietary and confidential information of Mueller Systems and, as such, shall be subject to the confidentiality provisions of this Agreement. If a separate, written non-disclosure agreement exists between Mueller Systems and Customer, such agreement will control and will apply according to its terms and conditions to all confidential information the parties exchange with each other. If no separate, written non-disclosure agreement exists between Mueller Systems and Customer, the terms listed in Appendix C will apply to the confidential information the parties exchange with each other.

6. **FEES AND PAYMENT**

a. Software Fees. Customer shall pay the Software fees set forth in Appendix D of this Agreement.

b. Equipment Fees. Customer shall pay the Equipment fees set forth in Appendix D of this Agreement. Title to the Equipment, except the Software and Documentation that are subject to licenses provided in this Agreement, passes from Mueller Systems to Customer when Mueller Systems ships the Equipment.

c. Service Fees. Customer shall pay the Service fees set forth in Appendix D of this Agreement.

d. Taxes. All prices and fees are in U.S. dollars unless otherwise specified. All amounts payable under this Agreement are exclusive of all sales, use, value-added, excise, property, withholding, and other taxes and duties. Customer

will pay all taxes and duties assessed by any authority in connection with this Agreement and with Customer's performance hereunder. Customer will promptly reimburse Mueller Systems for any and all taxes or duties that Mueller Systems may be required to pay in connection with this Agreement or its performance. This provision does not apply to taxes based on Mueller Systems' income, or any taxes for which Customer is exempt, provided Customer has furnished Mueller Systems with a valid tax exemption certificate.

e. Payment. Unless provided otherwise herein, Customer agrees to pay all amounts specified in Appendix D or otherwise due under this Agreement within thirty (30) days after the date of invoice. Past due amounts will shall bear interest from the due date until paid at a rate of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law, whichever is less. All payments made under this Agreement shall be nonrefundable, except as specifically provided otherwise in this Agreement.

7. **TERM; TERMINATION**

a. Term. The term of this Agreement is one (1) year commencing upon the date of this Agreement. This Agreement will automatically renew for subsequent, successive one (1) year periods at the then-current Mueller Systems prices unless either party gives the other party written notice of its intent to not renew at least thirty (30) days prior to the expiration of the then current term. Mueller Systems may increase support fees at any time on thirty (30) days prior notice to Customer. Within such thirty (30) days, Customer may terminate the Agreement by providing written notice to Mueller Systems.

b. Termination for Breach. If either party breaches this Agreement, and such breach is not cured within ten (10) days of the breach, after receiving written notice, the non-breaching party may terminate this Agreement, including all licenses provided herein, effective upon written notice to the other party. The breaching party agrees that if it breaches this Agreement, the non-breaching party will be entitled to injunctive or similar equitable relief and that the breaching party will not argue in any proceeding that its breach will not cause irreparable harm to the non-breaching party or that the non-breaching party

can be adequately compensated for any such harm by any remedies other than by injunctive relief.

c. Effect of Termination. Termination of this Agreement shall have the effect designated in Appendix B.

d. Non-Exclusive Remedy. Termination of this Agreement or any license granted hereunder shall not limit the remedies otherwise available to either party, including injunctive relief.

e. Survival. Unless otherwise stated herein, any provision that, by its nature or terms, is intended to survive the expiration or termination of this Agreement, will survive.

8. LIMITED WARRANTIES; REMEDIES

a. Software. Subject to the exclusions herein, including those in Appendix A, Mueller Systems warrants that commencing from the date of shipment or provision to Customer and continuing for the period set forth in Appendix A (the “**Warranty Period**”), (i) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (ii) the Software will perform substantially in conformance with the applicable Documentation provided to Customer by Mueller Systems. Mueller Systems does not warrant that the Software will operate in combinations with other software, except as specified in the Documentation, that the Software will meet the Customer’s requirements or that the operation of the Software will be uninterrupted or error-free. Customer assumes responsibility for taking adequate precautions against damages which could be caused by defects, interruptions or malfunctions in the Software or the hardware on which it is installed. Mueller Systems’ entire obligation and Customer’s exclusive remedy with respect to the Software warranties set forth above shall be, at Mueller Systems’ option, to either (x) repair or replace any Software containing an error or condition which is reported by Customer in writing to Mueller Systems which causes the Software not to conform with the warranty set forth herein; or (y) refund a pro-rated amount paid by Customer to Mueller Systems and terminate this Agreement and all licenses provided herein.

b. Services. Mueller Systems warrants that all services provided by it to Customer under this Agreement shall be performed in a workmanlike

manner. Mueller Systems’ entire obligation and Customer’s exclusive remedy with respect to the Service warranties set forth above shall be the re-performance of the applicable non-conforming Service.

c. Equipment. Subject to the exclusions herein, including those in Appendix A, Mueller Systems warrants to Customer that the Equipment will comply with provided specifications for the periods specified in Appendix A. Claims under this Section will be considered if submitted to Mueller Systems within sixty (60) days following the discovery of any noncompliant Equipment covered by this Agreement and provided Mueller Systems or its agents are permitted a commercially reasonable opportunity to examine and analyze the Equipment claimed to be noncompliant. Mueller Systems’ entire obligation and Customer’s exclusive remedy with respect to the Equipment warranties set forth herein, at Mueller Systems’ option, is repair or replacement of any Equipment found noncompliant, subject to the terms and conditions herein, during the applicable warranty period after such Equipment is properly packaged and returned prepaid to Mueller Systems’ designated service center.

d. Costs. Any and all costs associated with uninstalling and shipping noncompliant Equipment and Software and installing replacement Equipment and Software will be the responsibility of Customer.

e. Exclusions. The warranties provided by Mueller Systems shall not apply to Equipment and/or Software which: (i) have been altered, except with the express written consent, permission or instruction of Mueller Systems, (ii) have been used in conjunction with another product resulting in the defect, except for those third party products specifically approved by Mueller Systems, (iii) were other than the most current version of the Software (but only to the extent that any failure of the Software would have been avoided by the use of the most current version), (iv) have been damaged by improper environment, abuse, misuse, accident, negligence, act of God, excessive operating conditions, or unauthorized attachments or modifications, (v) have not been properly installed and operated in accordance with the Documentation, or as otherwise instructed by Mueller Systems, or (vi) any other exclusion set forth in any Appendix hereto.

f. **DISCLAIMERS.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES AND REMEDIES STATED ABOVE ARE EXCLUSIVE AND NO OTHER WARRANTIES OR REMEDIES EXPRESS, IMPLIED OR STATUTORY, APPLY TO THE DOCUMENTATION, THE SOFTWARE, THE EQUIPMENT OR ANY SERVICES TO BE PROVIDED BY MUELLER SYSTEMS UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR PERFORMANCE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH MUELLER SYSTEMS EXPRESSLY DISCLAIMS.

9. **INDEMNIFICATION.** Mueller Systems will indemnify and defend Customer from any third party claim that the Software and Equipment infringe on another person's or company's patent, copyright or other intellectual property right as specified in this Section. This indemnity does not cover and specifically excludes (a) intellectual property rights recognized in countries and jurisdictions other than the United States, and (b) claims relating to infringement of intellectual property rights by a third party's products and software. Mueller Systems has no obligation under this Section for any claim to the extent it results from or arises out of Customer's modification of the Equipment or Software or from any combination, operation or use of the Software or Equipment with other third party products or services. Mueller Systems' duty to indemnify under this Section is contingent upon Mueller Systems receiving prompt notice of a claim and Mueller Systems' right to solely control resolution of a claim. Customer's sole remedy for an indemnified claim under this Section is as follows: Mueller Systems will, at its expense and in its discretion either (a) resolve the claim in a way that permits Customer's continued ownership and use of the affected Software and Equipment, (b) provide a comparable, non-infringing replacement at no cost to Customer, or (c) accept return of the Software and Equipment, provide a reasonable depreciated refund and terminate this Agreement and all licenses herein. This Section is the exclusive statement of Mueller Systems' liability and responsibility for

indemnifying Customer for infringement of intellectual property rights

10. **LIMITATION OF LIABILITY.**

a. MUELLER SYSTEMS' MAXIMUM LIABILITY HEREUNDER IS EXPRESSLY LIMITED TO THE TOTAL AMOUNT PAID FOR THE SOFTWARE, SERVICES, AND EQUIPMENT IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS AND WILL UNDER NO CIRCUMSTANCE EXCEED THE AMOUNT PAID BY CUSTOMER IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS FOR THE SOFTWARE, SERVICES AND EQUIPMENT PROVIDED BY MUELLER SYSTEMS UNDER THIS AGREEMENT. Some states do not allow the limitation and/or exclusion of liability for incidental or consequential damages, so the above limitation may not apply.

b. The provisions of this Agreement allocate the risks between Customer and Mueller Systems. Mueller Systems' pricing reflects this allocation of risk and the limitations of liability specified herein.

11. **NOTICE.** All notices required to be given hereunder shall be in writing. Notice shall be considered delivered and effective upon receipt when sent by registered or certified mail, return receipt requested, addressed to the parties as set forth above. Either party, upon written notice, may change any name or address to which future notice shall be sent.

12. **GENERAL.** The Software will not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction. The rights and obligations of this Agreement are personal rights granted to the Customer only. The Customer may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. Any such purported transfer or assignment shall be null and void. Mueller Systems will be free of liability to the Customer where Mueller Systems is prevented from executing its obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable. Any modification or amendment to any of the provisions of this Agreement will be in writing and signed by an authorized officer

of each party. This Agreement does not create or imply any relationship in agency or partnership between the parties. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. The validity of this Agreement and the rights, obligations, and relationship of the parties resulting from same will be interpreted and determined in accordance with the law of the State of Delaware, and applicable federal law, without regard to its choice of law provisions. The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. If any provision of this Agreement is contrary to and in violation of any applicable law, such provision will be considered null and void to the extent that it is contrary to such law, but all other provisions will remain in effect. The waiver or failure of either party to exercise any right herein shall not be deemed a waiver of any further right hereunder. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, and commitments between the parties regarding the subject matter of this Agreement.

[Signatures Appear on the Following Page]

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Mueller Systems

By: _____

Name (Print or Type)

Title

Customer

By: _____

Name (Print or Type)

Title

Appendix A

Mueller Systems – Product Warranty Statement

1. **Limited Warranty.** Mueller Systems, LLC (“Mueller”) warrants that, for the duration of the Warranty Period (defined below): (a) each product purchased from Mueller (“Product”) will be free from defects in materials and workmanship under normal use, installation and service conditions; (b) the media on which any Software is furnished will be free of defects in materials and workmanship under normal use; and (c) any such Software will substantially conform to the applicable published Mueller functional specifications for such Software. Products will have a warranty period of the greater of (i) one (1) year from date of shipment or (ii) the applicable warranty period for a specific Product stated below in Section 6 (“Warranty Period”).

2. **Exclusive Remedy.** Mueller will, at its option, either repair or replace with an equivalent substitute a Product that is in breach of the foregoing warranty during the Warranty Period if Purchaser reports the breach to Mueller within sixty (60) days after Purchaser discovers the breach. At Mueller’s request, Purchaser will ship the allegedly defective Product to a repair facility designated by Mueller at Purchaser’s expense and risk. If Mueller, in its sole discretion, determines that the Product breached the applicable warranty, Mueller will ship the repaired or replaced Product to Purchaser at Mueller’s expense and risk. If Mueller determines that it is unable to repair or replace such Product, it will, at Mueller’s sole discretion provide a cash or credit refund to Purchaser. If Mueller repairs or replaces any such defective Product, the Warranty Period for the repaired or replaced Product will continue for the longer of (y) thirty (30) days, or (z) the remainder of the original Warranty Period. Mueller’s warranty is subject to exclusions, as set forth in Section 3. This Section 2 sets forth Mueller’s entire liability, and the Purchaser’s exclusive remedy, for any alleged breach of warranty for any Products.

3. **Exclusions.** Mueller has no obligation under this Product Warranty Statement if (a) a Product has been subject to misuse, neglect or accident or has been damaged through abuse, alternation, installation or application inconsistent with AWWA guidelines or Mueller specifications, including but not limited to Mueller propagation studies, failure to follow Mueller’s operation or maintenance instructions or negligence in transportation, handling, or storage, or repaired by anyone other than Mueller or its authorized personnel, (b) with respect to software, there has been a change to the software’s operating environment not made or authorized by Mueller or if Purchaser fails to install any correction or enhancement provided by Mueller, or if a virus is introduced through no fault of Mueller, or (c) if any Product fails to satisfy the applicable warranty as a result of any force majeure event. Mueller’s Product Return process can be found at www.muellersystemsreturns.com.

4. **Important Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, MUELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD.

5. **Limitation on Liability.** Mueller has no liability with respect to damage or destruction of property or the personal injury or death of persons resulting from defects in Products or from improper installation, use, maintenance or operation of any Products. In all cases, Mueller’s liability shall not exceed the total amount paid by Purchaser to Mueller under this Order.

6. **Product Warranties.** The following provisions in this Section 6 modify the limited warranty in Section 1 with respect to the specific Products identified below:

Automated Meter Reading (AMR) / Advanced Metering Infrastructure (AMI) Products		
Product	Description	Warranty Period
AMR / AMI Software	These items of Software will perform in accordance with Mueller's published specifications for the duration of the Warranty Period.	One (1) year from date of shipment to Purchaser.
AMR / AMI Hardware – unless otherwise expressly specified herein	During the Warranty Period, these Products will be free from defects in materials and workmanship.	One (1) year from date of shipment to Purchaser.
AMR / AMI Radio Modules – AMI water module endpoints and AMR water module endpoints	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Ten (10) years from date of shipment to Purchaser. Additionally, the unit is covered by a prorated warranty for years eleven (11) through fifteen (15) at a fifty-percent (50%) discount, and years sixteen (16) through twenty (20) at a twenty-five-percent (25%) discount from the date of shipment to Purchaser. All discounts will be calculated on the then current published price of the original product. All prorated warranty discounts are to be used towards the purchase of replacement units.
Encoder Register Products, Wall Pads and Pit Pads.	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Ten (10) years from date of shipment to Purchaser. Additionally, the unit is covered by a prorated warranty for years eleven (11) through fifteen (15) at a fifty-percent (50%) discount, and years sixteen (16) through twenty (20) at a twenty-five-percent (25%) discount from the date of shipment to Purchaser. All discounts will be calculated on the then current published price of the original product. All prorated warranty discounts are to be used towards the purchase of replacement units.
Water Metering Products		
Product	Description	Warranty Period
All Meter Products not otherwise specified herein	During the Warranty Period, these Products will be free from defects in materials and workmanship.	One (1) year from date of shipment to Purchaser.
Remote Disconnect Meters (RDM) valve and solenoid assembly	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Five (5) year warranty or two-thousand (2,000) actuations of the valve, whichever comes first, from the date of shipment to Purchaser.
Bronze Maincases	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Twenty-Five (25) years from date of shipment to Purchaser.
Composite Maincases	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Fifteen (15) years from date of shipment to Purchaser.

Standard registers for the above listed mechanical meters	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Ten (10) years from date of shipment to Purchaser.										
Models 400 and 500 Series Meters	AWWA ¹ New Meter Accuracy	5/8" – Five (5) years from the date of shipment to Purchaser or the registration of 500,000 U.S. gallons, whichever comes first; 3/4" – Five (5) years from the date of shipment to Purchaser or the registration of 750,000 U.S. gallons, whichever comes first; 1" – Five (5) years from the date of shipment to Purchaser or the registration of 1,000,000 U.S. gallons, whichever comes first; 1-1/2" – Two (2) years from the date of shipment to Purchaser or the registration of 1,600,000 U.S. gallons, whichever comes first; 2" – Two (2) years from the date of shipment to Purchaser or the registration of 2,700,000 U.S. gallons, whichever comes first.										
	AWWA Repaired Meter Accuracy (AWWA M6 Manual)	5/8" – Fifteen (15) years from the date of shipment to Purchaser or the registration of 1,500,000 U.S. gallons, whichever comes first; 3/4" – Fifteen (15) years from the date of shipment to Purchaser or the registration of 2,250,000 U.S. gallons, whichever comes first; 1" – Fifteen (15) years from the date of shipment to Purchaser or the registration of 3,000,000 U.S. gallons, whichever comes first; 1-1/2" – Ten (10) years from the date of shipment to Purchaser or the registration of 5,000,000 U.S. gallons, whichever comes first; 2" – Ten (10) years from the date of shipment to Purchaser or the registration of 8,000,000 U.S. gallons, whichever comes first.										
Model HbMAG electromagnetic cold-water meters	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Two (2) years from date of shipment to Purchaser.										
Solid State Meters	<p>During the Warranty Period (ten (10) years from date of shipment to Purchaser) these Products will meet or exceed accuracy of +/- 1.5% between the specified minimum flow rate to the specified maximum. Additionally, the unit is covered by a prorated warranty for years eleven (11) through fifteen (15) at a fifty-percent (50%) discount, and years sixteen (16) through twenty (20) at a twenty-five-percent (25%) discount from the date of shipment to Purchaser. All discounts will be calculated on the then current published price of the original product. All prorated warranty discounts are to be used towards the purchase of replacement units for the following sizes:</p> <table> <tr> <td>5/8" Meter</td> <td>0.1 gpm to 20 gpm</td> </tr> <tr> <td>5/8" x 3/4", 3/4" Short, and 3/4" Long Meter</td> <td>0.1 to 30 gpm</td> </tr> <tr> <td>1" Meter</td> <td>0.4 to 55 gpm</td> </tr> <tr> <td>1 1/2" Meter</td> <td>0.25 to 100 gpm</td> </tr> <tr> <td>2" Meter</td> <td>1.5 to 160 gpm</td> </tr> </table>		5/8" Meter	0.1 gpm to 20 gpm	5/8" x 3/4", 3/4" Short, and 3/4" Long Meter	0.1 to 30 gpm	1" Meter	0.4 to 55 gpm	1 1/2" Meter	0.25 to 100 gpm	2" Meter	1.5 to 160 gpm
5/8" Meter	0.1 gpm to 20 gpm											
5/8" x 3/4", 3/4" Short, and 3/4" Long Meter	0.1 to 30 gpm											
1" Meter	0.4 to 55 gpm											
1 1/2" Meter	0.25 to 100 gpm											
2" Meter	1.5 to 160 gpm											

¹ American Water Works Association ("AWWA")

Appendix B

Services

1. Software Services and Support Obligations

a. "Update" to the Software means a subsequent release of the Software that Provider makes generally available to its current customers for the Software. Updates include changes and corrections to the Software as are required to keep the Software in substantial conformance with the applicable Documentation and that are created by Provider as corrections for defects in the Software. Updates shall not include any release, option or future product that Provider licenses separately. Provider shall in its sole discretion determine the nature, content, timing and release of any Updates.

b. Web-based support, consisting of information on the most current release of the Software through Provider's web site.

c. Phone support in the form of advice and counsel via telephone regarding Customer's use of the most current release of the Software, as well as Customer's connectivity and ability to access Content. Phone Support is provided from 8:00 AM to 7:00 PM Eastern Time, Monday through Thursday and 8:00 AM to 5:00 PM Eastern Time on Fridays. All hours and days exclude recognized U.S. holidays observed by Mueller Systems.

2. Software Hosting Services

a. Except as specifically permitted in this Agreement, Customer shall have web-based access to the Software hosted by Provider pursuant to this Agreement.

b. Provider shall provide Customer with access and related hosting services to the Software installed on Provider's servers. Provider will also install the Content provided by Customer. Provider will define the appropriate performance specifications and will host the server at a Provider's location. Provider will monitor and perform routine maintenance on the server, and if the server is not operating properly, will make a good faith effort to operate Customer's system on a backup server, if available. Access to Customer's server is restricted to authorized Provider information technology and support personnel only. Differential and full server backups are performed when reasonably practicable.

c. Customer shall be responsible for installing, operating and maintaining the equipment, software, and/or facilities at Customer location recommended by Provider for effective access to and use of the Software installed on Mueller Systems server. Customer shall be responsible for providing and maintaining its own Internet access and all necessary telecommunications equipment at Customer's location necessary for accessing the Software.

d. Upon termination, for any reason, of the Agreement or any license(s) granted herein, Provider shall immediately cease providing access to the Software and Hosting Services. Customer shall (i) immediately stop access and use of all such Provider confidential information (including Software); (ii) shall return all copies of the Software, Documentation, and any Provider confidential information to Provider; and (iii) delete all Software, Documentation, and other confidential information off of any and all storage media possessed or controlled by Customer. Customer shall provide Provider with written certification signed by an officer of Customer that Customer has complied with the provisions of this Section. Customer shall immediately pay all amounts due to Provider.

Appendix C

Confidential Information

For purposes of this Attachment, “party” or “parties” shall mean Provider and Customer, including their respective subsidiaries and affiliates who are providing information under this Agreement. The parties agree to maintain confidential information as follows:

1. **Definition of Confidential Information.** The parties understand and agree that confidential information is any and all current and future Equipment, Documentation and/or Software information, roadmap, technical or financial information, customer names, addresses and related data, contracts, practices, procedures and other business information, including software reports, strategies, plans, documents, drawings, machines, tools, models, patent disclosures, samples, materials and requests for proposals that may be disclosed between the parties, whether written, oral, electronic or otherwise, however and wherever acquired (“Confidential Information”). Confidential Information excludes any information which would otherwise fall in the definitions above, but which was (a) known to the recipient of the information (“Recipient”) before receipt from the disclosing party; (b) publicly available through no fault of Recipient; (c) rightly received by Recipient from a third party without a duty of confidentiality; (d) disclosed by disclosing party to a third party without a duty of confidentiality on the third party; (e) independently developed by Recipient without breach of this or any other confidentiality agreement; or (f) disclosed by Recipient after prior written approval from the disclosing party.
2. **Obligations of Confidentiality and Remedies.** Recipient agrees to protect the disclosing party’s Confidential Information with the same degree of care, but no less than a reasonable degree of care, as Recipient uses with respect to its own Confidential Information. Neither party has any obligation to exchange Confidential Information. Both parties acknowledge and agree that the disclosure of the other party’s Confidential Information could cause irreparable harm. Therefore, an injured party is entitled to applicable equitable relief, including injunctions, in addition to other remedies, for such wrongful disclosure of Confidential Information. In addition, disclosure of Confidential Information required by a government body or court of law is not a violation of this Section if the Recipient gives prompt notice of the required disclosure to the disclosing party.
3. **Term of Confidentiality Obligations.** Recipient’s duty to protect Confidential Information expires three (3) years from the date of disclosure of the particular Confidential Information.
4. **No Warranties on Confidential Information.** Neither party warrants or guarantees the accuracy of any Confidential Information transferred between the parties.

Appendix D

(input Pricing information)



FEL-GEORGIA WATERWORKS #554
 4655 BUFORD HIGHWAY
 NORCROSS, GA 30071-2810

Phone: 770-248-9037
 Fax: 770-840-9867

Deliver To: From: Bob Mcwhorter Comments:
--

16:44:05 JUL 28 2020

FEL-GEORGIA WATERWORKS #554
 Price Quotation
 Phone: 770-248-9037
 Fax: 770-840-9867

Bid No: B496777
Bid Date: 07/28/20
Quoted By: BM

Cust Phone: 706-265-3256
Terms: NET 10TH PROX

Customer: CITY OF DAWSONVILLE
 415 HIGHWAY 53 EAST
 DAWSONVILLE, GA 30534

Ship To: CITY OF DAWSONVILLE
 415 HIGHWAY 53 EAST
 DAWSONVILLE, GA 30534

Cust PO#: BEVERLY BANISTER

Job Name: TRANCEIVER MAINTENAN

Item	Description	Quantity	Net Price	UM	Total
	SP-MNMMAINTRANSCVTRANCEIVER YRLY MAINT	1	2080.000	EA	2080.00
Net Total:					\$2080.00
Tax:					\$0.00
Freight:					\$0.00
Total:					\$2080.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=554&on=42069>



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7c

SUBJECT: APPROVE EXTENSION OF DESIGN GUIDELINES AGREEMENT WITH GMRC

CITY COUNCIL MEETING DATE: 08/03/2020

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 APPROVE EXTENSION OF DESIGN GUIDELINES AGREEMENT WITH GMRC

HISTORY/ FACTS / ISSUES:

- ORIGINAL AGREEMENT APPROVED 11/18/2019; EXPIRED MAY 1, 2020.
 - EXTENSION NEEDED DUE TO COVID-19 RELATED DELAYS
 - SCOPE OF CONTRACT REMAINS THE SAME
 - FUNDS AVAILABLE IN FY21 GENERAL FUND
-

OPTIONS:

APPROVE, AMEND, DENY OR TABLE

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



PARTIES: Georgia Mountains Regional Commission;
City of Dawsonville

SUBJECT: Design Guidelines

TERM: May 2, 2020 to May 1, 2021

1. Term of Agreement. The term of this Agreement shall be from May 2, 2020 to May 1, 2021.
2. Description of Services. The Commission shall provide the following Planning Services to the City of Dawsonville: Design Guidelines
 - GMRC facilitating monthly stakeholder meetings over an additional one-year period due to delays related to the COVID-19 pandemic (this project may conclude earlier than the stated contract end date if the project has concluded before the end of the specified term).
 - Convening public meetings every other month as needed at individual stakeholder groups such as HOA, Chamber, HPC, individual business groups, etc. or as a larger group.
 - Distributing a public electronic survey through Survey Monkey to gauge what the public desires throughout the city.
 - Writing the guidelines document with a focus on the city as a whole and specific target areas based on meeting findings and recommendations found that are considered best practices in such documents such as the Dawsonville Comprehensive Plan, Dawsonville Design Guidelines, Toccoa Design Guidelines, Dahlonega Design Guidelines, Clayton Streetscape Plan, Complete Streets Policy, Form Based Codes Guidelines and other documents discussed/reviewed during the project.
 - Producing GIS maps based on the above information and focus areas.
 - Providing hard copies and electronic copies of the documents and maps upon project completion.
 - Final presentation of material developed city council if desired.



3. Deliverables. The Commission shall provide the following to the City for their use and review upon completion.

- Paper and electronic PDF format report.
- Photographs of identified areas of significance in the report.
- GIS map of city and identified features/areas integral to the success of the guidelines.

4. Compensation. The City shall pay to the Commission a total of One Thousand Dollars (\$1,000) for the above-mentioned services and products. This shall be paid in two installments; First installment of Five Hundred Dollars (\$500) will be due upon start date of the contract, the second installment of Five Hundred Dollars (\$500) will be due upon completion of project and deliverables. The City will be invoiced by the Commission for compensation.

Mike Eason, Mayor

Date



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8

SUBJECT: MILLAGE RATE FOR TAX YEAR 2020 DISCUSSION

CITY COUNCIL MEETING DATE: 08/03/2020

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 CALCULATION FOR TAX YEAR 2020

HISTORY/ FACTS / ISSUES:

- **RECOMMENDATION BY MAYOR TO ROLLBACK TO ZERO; NO CITY TAX LEVIED**
- **CERTIFICATION OF MILLAGE RATE WILL BE CONSIDERED FOR A VOTE ON THE AUGUST 17, 2020 CITY COUNCIL MEETING**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REVIEW ONLY

REQUESTED BY: Hayden Wiggins, Finance Administrator

2020 Millage Rate Calculations

2019 LOST Proceeds	divided by	Net Digest (Net Taxable/County)	times 1000	equals millage rate for Tax Year 2020	<u>City Mill Rate</u> Rollback
\$1,094,619.41	÷	128,617,983	x	8.510625	0

2019 L.O.S.T. Distribution	
Jan-19	114,976.11
Feb-19	77,786.35
Mar-19	72,331.95
Apr-19	82,816.20
May-19	93,349.75
Jun-19	93,076.27
Jul-19	88,322.57
Aug-19	97,192.04
Sep-19	87,581.52
Oct-19	89,388.61
Nov-19	91,627.01
Dec-19	106,171.03
	\$1,094,619.41

Roll Back Millage Rate –
No City Tax in FY 2020-21 Budget:

Mayor Eason requested to roll back the
millage rate and not levy a tax in the City in
FY 2020-21.

County : (042)DAWSON COUNTY Tax Year: 2020 Digest Type: R Property Type: All From District: 002 To District: 002

Parcel Count: 1,512

TAXES LEVIED

	State Exemption	County Exemption	County Bond	School Exemption	School Bond	Other
Gross Taxable:	152,168,030	152,168,030		152,168,030		
Less Exemptions:	33,981,883	23,550,047		30,387,548		
Net Taxable:	118,186,147	128,617,983		121,780,482		
Millage Rate:		13.079		15.778		
Real / PP Tax:		1,680,791		1,919,760		
Total Gross Tax	0.00	1,680,791.42	0.00	1,919,759.82	0.00	0.00
Credits:		-641,268				
HTRG Credit:						
Net Tax:	0.00	1,039,523.29	0.00	1,919,759.82	0.00	0.00



City of Dawsonville City Council

Mike Eason, Mayor

Caleb Phillips, Councilmember Post 1
 Steve Tolson, 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 17, 2020 at 5:00 p.m. Pursuant to the requirements of O.C.G.A. §48-5-32 does hereby publish the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

CURRENT 2020 TAX DIGEST AND FIVE-YEAR HISTORY OF LEVY						
	2015	2016	2017	2018	2019	2020
Net M&O Digest	72,797,825	78,581,999	88,490,050	104,572,111	113,927,543	128,617,983
Gross Millage for M&O	10.86	10.235	9.508	8.962	9.010	8.511
Gross Tax Due	\$ 1,086.00	\$ 1,023.50	\$ 950.80	\$ 896.20	\$ 901.00	\$ 851.10
Less Rollback	10.86	10.235	9.508	8.962	9.010	8.511
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 # 9

SUBJECT: CARES ACT – CORONAVIRUS RELIEF FUND (CRF) GRANT EXPENDITURES

CITY COUNCIL MEETING DATE: 08/03/2020

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 REVIEW THE CARES ACT CRF GRANT EXPENDITURES AND TO APPROVE THE
ACCEPTANCE OF THE \$169,921.00 GRANT**

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

RECOMMEND APPROVAL

REQUESTED BY: Hayden Wiggins, Finance Administrator



STATE OF GEORGIA
OFFICE OF THE GOVERNOR
ATLANTA 30334-0090

Brian P. Kemp
GOVERNOR

June 29, 2020

Dear City and County Leaders:

These are indeed unprecedented times. Thank you for your continued hard work in protecting the health and safety of the citizens of this state. Responding to and mitigating the COVID-19 pandemic have required close collaboration between all levels of government, our healthcare system, and the many private companies that have dedicated time and resources to defeating the virus. As we continue our fight, we must also look towards recovery.

As you know, Congress passed the Coronavirus Aid, Relief, and Economic Security Act (“CARES” Act) on March 27, 2020 to provide vital resources to governments, businesses, and individuals in combating COVID-19. President Trump signed the Act into law, and his administration continues to provide guidance on the many federal funding streams included in the legislation.

Title V of the CARES Act created the Coronavirus Relief Fund (“CRF”) to provide financial resources to state and local governments. The U.S. Treasury (Treasury) provided Georgia approximately \$4.1 billion for coronavirus-related expenses based on the funding formula provided in the CARES Act. Treasury provided that up to 45% of Georgia’s funding could be transferred to local governments if the transfer qualifies as a necessary expenditure incurred due to the public health emergency.

The Governor’s Office, in conjunction with several partners such as the Governor’s Office of Planning and Budget and the State Accounting Office, will manage the disbursement process for the CRF. The plan for CRF allocations and disbursements is a phased, measured approach. It is critical that funding be released to cities and counties experiencing an immediate need as quickly as possible. It is also important that funding be disbursed equitably, but with the knowledge that some of our hardest-hit communities will need more assistance than others. I encourage cities and counties to work together to address expenses or challenges that cross jurisdictional lines.

The local government maximum share of funding is approximately \$1.8 billion. Five local governments with populations over 500,000 received direct allocations, leaving approximately \$1.23 billion remaining for additional allocations.

The first phase of funding will allocate 30% of the \$1.23 billion to local governments that did not receive a direct allocation and are not located in a county that received a direct allocation established on a per capita basis using U.S. Census Bureau’s vintage 2019 sub-county population (“Phase One”). These cities and

counties will have access to and be able to request 30% of Phase One funding immediately once the application portal is available. The remaining 70% will be available on a reimbursement basis. Phase One funding should be used by September 1, 2020, or it may be recalled and reallocated for other uses. Please note that funding can only be used for eligible expenses.

Cities in one of the four counties that received direct funding from Treasury – Cobb, Dekalb, Fulton, and Gwinnett- will be required to go to their county for funding. Treasury made their calculations based on population, and the populations of those cities were accounted for in the Treasury disbursement. Accordingly, these counties are encouraged to allocate funds to the cities within their county borders on the same per capita basis.

As Phase One funding is exhausted, additional program and disbursement criteria for the remainder of the \$1.23 billion will be developed and evaluated to ensure that there is flexibility to respond to the ongoing impact of the COVID-19 pandemic.

Phase One will require local governments to apply for the Phase One allocated funds (30% of \$1.23 billion). 30% of this allocation will be available for immediate advancement once the application and certifications are processed. Once the advance is received, local governments must begin providing documentation to support qualified expenditures.

The Treasury has provided strict guidelines for funding. States can transfer funds to local governments “provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act,” but “such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.”

Additionally, the Treasury has instructed that “funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.” All costs must be incurred before December 30, 2020 to qualify for funding. Additional details on eligible expenses and the timeline for submitting documentation will be provided.

How to Apply:

The state, working with our partners, will launch a portal for local governments which did not receive a direct allocation to apply. The designee in each local government will receive an email invitation allowing them to establish logon credentials and to apply. This portal will also be used to submit expenses in support of Phase One funding. This portal information, as well as additional information related to the process, program guidelines, and frequently asked questions, will be shared as soon as it becomes available. The Phase 1 allocations by city and county are attached.

Thank you for your tireless work for the residents in your communities. Georgia is committed to working together to address this recovery phase. We are committed to working through this process with you and our partners. We remain in this fight together.

Sincerely,

A handwritten signature in black ink that reads "B. Kemp". The signature is written in a cursive, slightly stylized font.

Governor Brian P. Kemp



Recipient	Population	Phase 1 Allocation	Phase 1 - 30% Advance
Cook County unincorporated	8,788	\$460,031	\$138,009
Lenox town	850	\$44,496	\$13,349
Sparks town	2,013	\$105,376	\$31,613
Coweta County			
Chattahoochee Hills city (pt.)	3	\$157	\$47
Coweta County unincorporated	97,539	\$5,105,941	\$1,531,782
Grantville city	3,296	\$172,538	\$51,761
Haralson town (pt.)	186	\$9,737	\$2,921
Moreland town	444	\$23,242	\$6,973
Newnan city	41,581	\$2,176,669	\$653,001
Palmetto city (pt.)	340	\$17,798	\$5,339
Senoia city	4,412	\$230,958	\$69,287
Sharpsburg town	361	\$18,898	\$5,669
Turin town	347	\$18,165	\$5,449
Crawford County			
Crawford County unincorporated	11,431	\$598,386	\$179,516
Roberta city	973	\$50,934	\$15,280
Crisp County			
Arabi town	564	\$29,524	\$8,857
Cordele city	10,521	\$550,750	\$165,225
Crisp County unincorporated	11,287	\$590,848	\$177,254
Cusseta-Chattahoochee County			
Chattahoochee County unincorporated	10,907	\$570,956	\$171,287
Dade County			
Dade County unincorporated	13,965	\$731,035	\$219,311
Trenton city	2,151	\$112,600	\$33,780
Dawson County			
Dawson County unincorporated	22,862	\$1,196,773	\$359,032
Dawsonville city	3,246	\$169,921	\$50,976
Decatur County			
Attapulcus city	425	\$22,248	\$6,674
Bainbridge city	12,081	\$632,412	\$189,724
Brinson town	202	\$10,574	\$3,172
Climax city	262	\$13,715	\$4,115
Decatur County unincorporated	13,434	\$703,239	\$210,972
Dodge County			
Chauncey city	326	\$17,065	\$5,120
Chester town	1,564	\$81,872	\$24,562
Dodge County unincorporated	12,931	\$676,908	\$203,072
Eastman city	5,067	\$265,246	\$79,574
Milan city (pt.)	342	\$17,903	\$5,371
Rhine town	375	\$19,630	\$5,889
Dooly County			
Byromville town	500	\$26,174	\$7,852
Dooling town	136	\$7,119	\$2,136
Dooly County unincorporated	5,128	\$268,439	\$80,532
Lilly city	197	\$10,312	\$3,094
Pinchurst city	355	\$18,583	\$5,575

CARES ACT EXPENDITURES - COVID 19

DATE PURCHASED	PURCHASED FROM	ITEMS/SERVICES PURCHASED	AMOUNT	NOTES
3/5/20	HOME DEPOT	CLX WIPES/DOOR CHIME/MAILBOX	\$80.38	
3/11/20	CHASTAIN JANITORIAL	NITRILE GLOVES/MEDICAL GRADE	\$100.00	
3/18/20	CHASTAIN JANITORIAL	COVERALLS/HOOD & FEET	\$84.00	
3/19/20	McEVER SIGNS	PARK CLOSED SIGNS/MAIN ST PARK	\$99.00	
4/13/20	LOG ME IN	GO-TO MEETING SVCS/COUNCIL	\$95.00	RECURRING CHARGE(5 MONTHS)
ESTIMATED	AT&T	IPAD DATA FOR GO TO MEETINGS	\$681.00	RECURRING CHARGE(5 MONTHS)
4/15/20	AMAZON	DIGITAL THERMOMETERS	\$224.99	
4/15/20	U-LINE	ANTIBACT/REFILL/FARMERS MKT	\$51.88	
4/24/20	AMAZON	DIGITAL THERMOMETERS	\$159.90	
5/4/20	SHEFFIELD OFFICE PROD.	MASKS/CITY HALL LOBBY	\$110.00	
5/6/20	KG CLEANING	FOGGING/CITY HALL BLDG.	\$1,650.00	
5/8/20	AMAZON	WEBCAM FOR GO-TO MEETING	\$171.98	QTY 2
5/8/20	AMAZON	CABLE FOR USB CAMERA/GO TO MTG	\$47.98	QTY 2
5/14/20	KG CLEANING	FOG/CITY HALL/MAINT SHP/POND	\$1,723.00	
5/22/20	CT SOLUTIONS	PHONE ADAPTERS/TELEWORKING	\$630.00	
6/4/20	KG CLEANING	FOG/PLAYGROUND/MSP/WALLACE	\$1,000.00	
6/10/20	CHASTAIN JANITORIAL	HAND SANITIZER REFILLS	\$95.00	
6/18/20	McEVER SIGNS	SOCIAL DISTANCING SIGNS/STANDS	\$240.00	QTY 20
7/1/20	CHASTAIN JANITORIAL	HAND SANITIZER REFILLS/FARM MKT	\$190.00	
7/10/20	AMAZON	SOCIAL DISTANCE STICKERS/CITY HLL	\$13.99	
7/10/20	AMAZON	HANDS FREE DOOR OPENERS	\$53.99	
7/11/20	KG CLEANING	FOG/MAINT SHOP/TRAILER/PARK/CH	\$2,723.00	
7/14/20	AMAZON	MASKS FOR CUSTOMERS/LOBBY	\$59.98	
7/15/20	CHASTAIN JANITORIAL	COVERALLS/SANITIZ/MASKS/RESPIR	\$304.50	
7/17/20	AMAZON	BACKPACK FOGGER/SPRAYER	\$3,779.00	
7/21/20	CHASTAIN JANITORIAL	DISINFECTANT FOR FOGGER	\$512.00	
7/22/20	PROLINE PPE	MASKS FOR EMPLOYEES	\$100.00	
7/24/20	PREVASIVE USA	CLEANING SOLUTION FOR FOGGER	\$440.00	
ESTIMATED	AMAZON	LAPTOPS/IPADS/ETC.	\$5,000.00	
ESTIMATED	CITY PERSONNEL	OT/HAZARD PAY/FFCRA	\$49,507.00	
ESTIMATED	SUCCESSORIES	HANDS FREE/DOOR OPENER/STYLUS	\$400.00	
ESTIMATED	ELECTRONIC SALES	AUTOMATIC ENTRY CARD SYSTEM	\$40,000.00	
ESTIMATED	DAWSON CO BD OF COMM	ADDITIONAL FUEL USED	\$247.68	

GRAND TOTAL CARES ACT EXPENDITURES \$110,575.25

CARES ACT FUNDING FOR CITY OF DAWSONVILLE \$169,921.00

CARES ACT EXPENDITURES (\$110,575.25)

REMAINING CARES ACT FUNDS \$59,345.75