

AGENDA
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, March 2, 2020
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 February 17, 2020
 - b. Approve Recommended HVAC Preventative Maintenance Agreement
 - c. Approve Farmer's Market Use Agreement
8. Proclamation – Exceptional Children's Week, March 2-6, 2020
9. Employee Recognition and Proclamation
10. Resolution – Georgia State Patrol Post #37
11. Leak Adjustment Policy
12. Crossbridge Community Church
13. Water and Sewer Rates
14. An Ordinance To Eliminate Any Term Limits For Service By Members Of The City Of Dawsonville Historic Preservation Commission Members, To Clarify The Certificate Of Appropriateness Procedure And Appeal Process, And For Other Purposes. (First Reading: March 2, 2020; Second Reading and Adoption: March 16, 2020)
15. An Ordinance To Define The Composition Of The Animal Control Board, Provide A Method Of Appoint To The Same, And Provide For Staggered Terms Of Board Members; And For Other Purposes. (First Reading: March 2, 2020; Second Reading and Adoption: March 16, 2020)

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: 03/02/2020

PURPOSE FOR REQUEST:

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

- a. Approve Minutes
 - Regular Meeting and Work Session held February 17, 2020
 - b. Approve Recommended HVAC Preventative Maintenance Agreement
 - c. Approve Farmer's Market Use Agreement
-



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7a

SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 03/02/2020

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 FEBRUARY 17, 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
G.L. Gilleland Council Chambers on 2nd Floor
Monday, February 17, 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 Stephen Tolson, Councilmember Caleb Phillips, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Planning Director Robbie Irvin, Finance Administrator Hayden Wiggins and Human Resource Manager Donna Blanton.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember French.
4. **ANNOUNCEMENTS:** None
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by S. Tolson; second by J. Walden. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** No comments from the public.
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a, b, c) made by C. Phillips; second by S. Tolson. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting held February 3, 2020
 - Executive Session held February 3, 2020
 - b. Approve Farmer's Market Pavilion Rental Fee Schedule
 - c. Approve 2020 Lease for Dawsonville Moonshine Distillery
8. **APPOINTMENT(S):** Motion to appoint Dwight Gilleland and Marsha Martel to the DDA for a four-year term (02/2020 – 02/2024) made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor.
9. **CROSSBRIDGE COMMUNITY CHURCH:** Motion to table item to the March 2, 2020 meeting made by C. Phillips; second by M. French. Vote carried unanimously in favor.
10. **DAWSON COUNTY RELAY FOR LIFE EVENT:** Amanda Cagle from Relay for Life presented her request to host the 23rd Annual Dawson County Relay for Life event at the City's Farmer's Market Pavilion on April 17, 2020.

Motion to approve the Allen Street road closure as presented and to approve the noise ordinance variation for one additional hour made by S. Tolson; second by M. French. Vote carried unanimously in favor.
11. **KARE FOR KIDS EASTER EGG HUNT:** Motion to approve the event as presented made by M. French; second by C. Phillips. Councilmember Walden asked about the parking accommodations; Tiffany Buchan from Kare for Kids stated they secured the Board of Education parking lot, the Community Resource Center lot and the Junior High School. Further discussion included preventing people from parking in Food Lion's lot. Vote carried unanimously in favor.
12. An Ordinance To Amend Subpart B, Chapter 109 Of The Code Of The City Of Dawsonville, Georgia, To Provide Construction Specifications For Unpaved and/or Gravel Roadways Within The City Limits; To Provide For The Acceptance Of Such Unpaved and/or Gravel Roadways Into The City Roadway System; And For Other Purposes. (First Reading: February 3, 2020; Second Reading and Adoption: February 17, 2020)

Planning Director Irvin read the second reading of the ordinance. Motion to approve the ordinance as presented made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor. (Exhibit "A")
13. An Ordinance To Provide Updates To Existing Ordinances On Water And Sewer Services By Correcting And Updating Cross-References, To Amend The Penalty Provisions For Violation Of Article Ii And For Other Purposes. (First Reading: February 3, 2020; Second Reading and Adoption: February 17, 2020)

MINUTES
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers on 2nd Floor
Monday, February 17, 2020
5:00 P.M.

City Attorney Tallant read the second reading of the ordinance. Motion to approve the ordinance as presented made by S. Tolson; second by J. Walden. Vote carried unanimously in favor. (Exhibit "B")

ADJOURNMENT:

At 5:24 p.m. a motion to adjourn the meeting was made by J. Walden; second by C. Phillips. Vote carried unanimously in favor.

By: CITY OF DAWSONVILLE

Mike Eason, Mayor

Caleb Phillips, Councilmember Post 1

Stephen Tolson, Councilmember Post 2

John Walden, Councilmember Post 3

Mark French, Councilmember Post 4

Attested: _____
Beverly A. Banister, City Clerk

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF
DAWSONVILLE, GEORGIA**

ORDINANCE NUMBER #02-2020

AN ORDINANCE TO AMEND SUBPART B, CHAPTER 109 OF THE CODE OF THE CITY OF DAWSONVILLE, GEORGIA, TO PROVIDE CONSTRUCTION SPECIFICATIONS FOR UNPAVED AND/OR GRAVEL ROADWAYS WITHIN THE CITY LIMITS; TO PROVIDE FOR THE ACCEPTANCE OF SUCH UNPAVED AND/OR GRAVEL ROADWAYS INTO THE CITY ROADWAY SYSTEM; AND FOR OTHER PURPOSES.

WHEREAS, the revision of Subpart B, Chapter 109 will provide standard regulations for unpaved/gravel roads constructed within the City Limits of the City of Dawsonville, Georgia; and

WHEREAS, the Mayor and City Council desire to adopt such amendment.

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

SECTION 1.

Subpart B, Chapter 109 of the Code of the City of Dawsonville, Georgia, is hereby amended by repealing the reservation of Secs. 109-58–109-78.

SECTION 2.

Subpart B, Chapter 109 of the Code of the City of Dawsonville, Georgia, is hereby amended by inserting and enacting a new “ARTICLE VIII – GRAVEL ROADS”

ARTICLE VIII – GRAVEL ROADS

Sec. 109-58. – Where Gravel Roads Allowed.

Other than in RA zoned properties, all roads must be paved to specifications as set forth in these development regulations including but not limited to the requirements of Article VI. Gravel roads are only allowed in RA zoned properties where the development contains only residential properties with two or more acres per lot, where the total number of lots served by gravel roads does not exceed 20 and no other zoning category adjoins the gravel road other than at an intersection with a paved road. All gravel roads must meet the specifications of this Article VIII.

Sec. 109-59. – Gravel Roadway Specifications.

All developments constructing gravel roads shall comply with the minimum specifications for such roads provided for herein, as well as other applicable industry standards. Gravel roads shall be constructed to the following specifications as a precondition to dedication and acceptance into the City system of streets and roads:

- (a) Gravel roads shall have a minimum fifty (50) foot right of way which shall be cleared, properly sloped and stabilized with only road signage, entry driveways and mailboxes within the right of way. Dead-end roads shall have a cul-de-sac with a minimum one hundred (100) foot diameter right of way. Cul-de-sac shall have a minimum eighty (80) foot diameter of travel lane.
- (b) Roadbeds shall have a minimum driving surface width of twenty (20) feet with a six (6) inch or more layer of compacted graded aggregate base stone. The base layer shall be compacted according to industry standards and coated with calcium chloride at a rate of .30 gallons per square yard, or greater as per accepted industry standards.
- (c) Gravel roads shall be ditched, crowned, and properly drained. Shoulders width shall be a minimum of five (5) feet and all disturbed rights-of-way shall be grassed and constructed in compliance with an approved soil erosion and sediment control plan and/or best management practices.
- (d) All driveways accessing upon gravel roads shall have properly installed culverts in the roadway ditch, which conform to the following specifications:
 - (1) The driveway culvert shall be a minimum of eighteen (18) inches in diameter and twenty-five (25) feet in length.
 - (2) Driveway culvert pipe sizes must be approved by the City Manager or his designee, and shall be made of concrete, HDPE or galvanized steel.
 - (3) The City does not provide pipe or place pipe for driveways. The property/development owner shall be responsible for purchasing and installing such pipe.
 - (4) A permit shall be obtained for each driveway, which may be obtained by applying with the planning and zoning department.
- (e) Gravel road grades shall not exceed ten (10) percent and cul-de-sac's grades shall not exceed six (6) percent; provided further, that roadway grades at intersections with other roadways (paved or gravel) shall not exceed five (5) percent for a distance of a minimum of fifty (50) feet from the intersected road right-of-way.
- (f) Curb, gutter, and curb cuts shall not be required. However, gravel road cross-drains shall be designed for a fifty (50) year frequency flood event. The cross-drain material shall be reinforced concrete pipe with end treatments and outlet rip rap apron.
- (g) The owner/developer shall at the owner/developer's expense erect galvanized steel sign post(s) with City approved aluminum sign(s) thereupon, giving the name of the road and shall bear the cost of erecting all traffic control signs at appropriate locations along the roadway as required by the City Manager and/or his designee.

Sec. 109-60. – Acceptance of Gravel Roads into City System.

(a) In the event that an owner or developer wishes to dedicate a gravel road to the City for inclusion within the City system of streets and roads, the road shall be inspected by the City Manager and/or his designee(s) and approved as complying in all aspects with this Article VIII prior to the road's consideration before the Mayor and City Council for acceptance.

(b) The owner/developer of the gravel road to be dedicated to the City shall furnish the City a proposed name of the roadway that has been pre-approved by the Dawson County GIS for E-911 purposes. The City shall not be obligated or required to accept the proposed name.

(c) The owner/developer of the gravel road to be dedicated to the City shall provide the City with a right of way deed and a title opinion from a State Bar of Georgia licensed attorney at the expense of the owner/developer.

(d) The City shall not be obligated or required to accept a gravel road into the City system of streets and roads, even though such road otherwise meets and/or exceeds the requirements of this Article.

Secs. 109-61–109-78. – Reserved.

SECTION 3.

If any section, provision or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent that this Ordinance would have been adopted had such invalid portion not been included herein.

SECTION 4.

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

SECTION 5.

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

SO ADOPTED AND ORDAINED by the City Council of Dawsonville, Georgia, this 17th day of February, 2020.

**MAYOR AND DAWSONVILLE CITY
COUNCIL**


By:



Mike Eason, Mayor



Caleb Phillips, Council Member Post 1



Stephen Tolson, Council Member Post 2

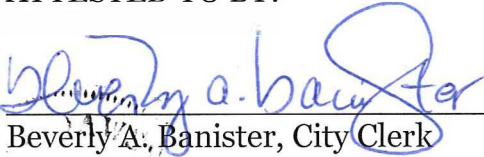


John Walden, Council Member Post 3



Mark French, Council Member Post 4

ATTESTED TO BY:



Beverly A. Banister, City Clerk



**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF
DAWSONVILLE, GEORGIA**

ORDINANCE NUMBER #03-2020

AN ORDINANCE TO PROVIDE UPDATES TO EXISTING ORDINANCES ON WATER AND SEWER SERVICES BY CORRECTING AND UPDATING CROSS-REFERENCES, TO AMEND THE PENALTY PROVISIONS FOR VIOLATION OF ARTICLE II AND FOR OTHER PURPOSES.

WHEREAS, certain administrative issue exists with regard to cross-references between various water and sewer services sections;

WHEREAS, the administrative revision of these various sections will provide consistency throughout the Code of the City of Dawsonville, provide simplicity, and provide clarification for certain code sections;

WHEREAS, the Mayor and Council desire to amend and make clear the penalty provisions for violation of Article II; and

WHEREAS, the Mayor and Council desire to adopt these administrative revisions in order to provide for a more consistent Code and allow for great simplicity and efficiency.

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

SECTION 1.

Section 14-30 of Chapter 14, Article II, Division 1, of the Code of Ordinances for the City of Dawsonville is hereby amended by repealing existing Subsection 14-30(c) in its entirety and replacing it with a new Subsection 14-30(c) to read as follows:

Sec. 14-30. Penalties for Violation.

(c) Any industry, commercial concern, person, or user who discharges any waste material from any source into manholes on the City's sewer system or who discharges or causes to be discharged toxic substances without paying for the increased cost as described in section 14-78, or those incompatible substances as described in sections 14-79, 14-80 and 14-81, or fails to pay the surcharges for high strength wastewater as described in section 14-84 shall be in violation of this article and subject to the maximum penalties allowed by state law and city ordinance. Each pound or gallon of the incompatible substances discharged or caused to be discharged into the city sewer system shall be deemed a separate offense with each offense subject to the maximum penalty allowed by state law and city ordinance. Jurisdiction for prosecution of a violation under this sub-section shall lie in the City Court of Dawsonville or in the Superior Court of Dawson County at the choice of the City. Further, the City, in its discretion, may decline to accept the

discharge of and disconnect sewer service to any industry, commercial concern, person, or user who discharges or causes to be discharges any incompatible substance or who violates any provision of Article II. Sewer service may only be resumed upon payment of all outstanding fees, fines and interest by the violator and demonstration by the violator to the City's satisfaction that the violator has the ability to prohibit the discharge of incompatible substances into the sewer system and otherwise comply with all provisions of Article II. In order to enforce Article II and protect its sewer system, the City shall have the right to enter upon the private property of such violator and cut off access to the sewer system of the City.

SECTION 2.

If any section, provision or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent that this Ordinance would have been adopted had such invalid portion not been included herein.

SECTION 3.

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

SECTION 4.

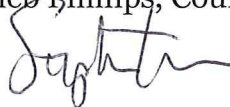
This ordinance shall become effective upon adoption, the public good demanding the same.

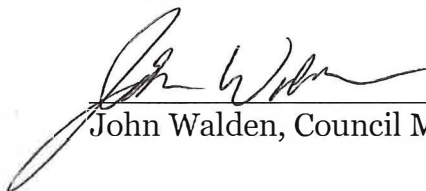
SO ADOPTED AND ORDAINED by the City Council of Dawsonville, Georgia, this 17th day of February, 2020.

MAYOR AND DAWSONVILLE CITY COUNCIL

By: 
Mike Eason, Mayor


Caleb Phillips, Council Member Post 1


Stephen Tolson, Council Member Post 2


John Walden, Council Member Post 3

Mark French

Mark French, Council Member Post 4

ATTESTED TO BY:

Beverly A. Banister

Beverly A. Banister, City Clerk





DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7b

SUBJECT: **APPROVE RECOMMENDED HVAC PREVENTATIVE MAINTENANCE AGREEMENT**

CITY COUNCIL MEETING DATE: 03/02/2020

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 GEE HEATING & AIR TO PROVIDE HVAC PREVENTATIVE MAINTENANCE THREE TIMES YEARLY FOR A TOTAL OF \$3,000.00

HISTORY/ FACTS / ISSUES:

QUOTES SOUGHT FOR HVAC PREVENTATIVE MAINTENANCE ON CITY HALL BUILDING

- GEE HEATING & AIR - \$3,000.00
- LAWSON AC & PLUMBING, INC - \$3,900.00
- BLUE MOUNTAIN MECHANICAL - \$4,125.00

STAFF RECOMMENDS LOW QUOTE FOR GEE HEATING & AIR

FUNDS AVAILABLE IN FY2020 GENERAL FUND BUDGET

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Trampas Hansard, Public Works Director



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7c

SUBJECT: APPROVE FARMER'S MARKET USE AGREEMENT

CITY COUNCIL MEETING DATE: 03/02/2020

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 FARMER'S MARKET USE AGREEMENT

HISTORY/ FACTS / ISSUES:

**AGREEMENT BETWEEN THE CITY AND THE DAWSON COUNTY CHAMBER OF COMMERCE
FOR THE USE OF THE FARMER'S MARKET BY THE AMICALOLA REGIONAL FARMER'S
MARKET**

FIRST FARMER'S MARKET SCHEDULED APRIL 18, 2020

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

FARMERS MARKET USE AGREEMENT

This Farmers Market Use Agreement (hereinafter referred to as the “Agreement”) is entered into and effective this _____ **day of** _____, **2020**, by and between the **CITY OF DAWSONVILLE** (hereinafter referred to as “CITY”), a Georgia municipal corporation, and the **DAWSON COUNTY CHAMBER OF COMMERCE, INC.**, a Georgia non-profit corporation, by and through its authorized committee the **AMICALOLA REGIONAL FARMERS MARKET**, (hereinafter referred to as “CHAMBER”) for the use of the CITY’s Farmers Market Pavilion located on Allen Street (hereinafter referred to as “the Pavilion”).

WITNESSETH:

WHEREAS, the parties hereto previously entered into a Farmers Market Use Agreement on July 1, 2019 (the “2019 Agreement”); and

WHEREAS, the parties have determined that their needs have changed slightly since the 2019 Agreement and have determined that this Agreement serves the best interest of all parties.

NOW THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein and other good and valuable consideration mutually exchanged this date between parties hereto, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Termination of 2019 Agreement.** The 2019 Agreement is hereby terminated and is of no further force or effect. This Agreement shall supersede the 2019 Agreement and shall control in all aspects.
- 2. Term of this Agreement.** This Agreement shall become effective on execution

by the parties and shall continue in full force and effect until terminated. The CHAMBER shall have use of the Pavilion as set forth hereinafter on Saturdays from April 1, 2020 until November 30, 2020. Agreement shall terminate after November 30, 2020 unless renewed by the parties in writing.

2. Consideration. In consideration of the right to use the Pavilion to hold farmers markets, CHAMBER agrees to pay ten dollars (\$10) per month for eight (8) months to the CITY beginning April 1, 2020.

3. Duties and Obligations of CITY. CITY shall provide use of the City's Pavilion to the CHAMBER on each Saturday during the Term. CITY shall provide up to thirty (30) tables for use by the CHAMBER at each occurrence of the Farmers Market. Each vendor will be allocated approximately an 8' wide by 20' long space under the Pavilion. CITY hereby agrees to not allow any other farmers markets or individual vendors to sell products at the Pavilion or City Hall Complex on Saturdays when the CHAMBER's Farmer's Market is open.

4. Duties and Obligations of CHAMBER. CHAMBER shall hold a Farmers Market at the Pavilion each Saturday during the Term. Said schedule shall cover an eight (8) month period and include the start and ending times for each occurrence of the Farmers Market, provided that no occurrence shall commence prior to 8:00 a.m. and end no later than dusk. CHAMBER shall be responsible for the policing, monitoring, and regulating products sold at each Farmers Market, as well as policing, monitoring, and regulating any vendors that CHAMBER allows to sell products at any occurrence of its Farmers Market. CHAMBER shall keep the Pavilion in a clean, neat, litter-free, and orderly condition, and shall be responsible for cleaning up after each use of the Pavilion.

CHAMBER shall pick up any trash or debris left from the use of the Pavilion or sale of products, as well as return the Pavilion to the CITY in the condition it was found prior to use. CHAMBER shall not dispose, or allow any vendor to dispose of, any unsold merchandise on site or in on site trash receptacles. At no time shall CHAMBER allow more than thirty (30) vendors to sell its products or merchandise at any occurrence of the Farmers Market.

5. Rights of City. CITY shall have the right to require CHAMBER to cease operations early on a Saturday due to conflicts in scheduling the use of the Pavilion. Other than for unanticipated or emergency conflicts, CITY agrees to notify CHAMBER three (3) weeks prior to the date that operations will need to be ceased early.

6. Insurance and Indemnification. CHAMBER shall add the CITY as an additional insured to its existing liability insurance policy for all use of the Pavilion and agrees to indemnify, defend, and hold CITY, and its respective officers, directors, agents, and employees (together, the “Indemnified Parties”), harmless from any and all claims, suits, demands, debts, undertakings or proceedings of any kind or nature, whether meritorious or frivolous, in any way arising out of the CHAMBER’s use, or any of CHAMBER’s vendors uses, of the Pavilion, including liability caused in whole or in part by the Indemnified Parties. CHAMBER shall, at its own expense, appear, defend, and pay all attorneys’ fees and all costs, and other expenses arising therefrom or incurred in connection therewith; and, if any judgment shall be rendered against the Indemnified Parties in any such action, CHAMBER shall, at its own expense, satisfy and discharge the same.

7. **Binding Effect and Severability.** The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns. If any provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such provision shall not be affected thereby.

8. **Headings.** The Section headings are for convenience and reference only and shall not be used to limit or otherwise affect the meaning of any provision of this Agreement.

9. **Counterparts.** This Agreement may be simultaneously executed in two or more counterparts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one and the same instrument.

10. **Governing law, Venue and Jurisdiction.** This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia. Both parties hereby consent to jurisdiction and venue in Dawson County, Georgia in any action brought to enforce any provision of this Agreement.

11. **Construction.** All terms used in this Agreement, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine, or neuter, as the context or sense of this Agreement or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

12. **Modification.** No changes, additions, or interlineations made to this Agreement shall be binding unless initialed by both parties.

13. **Non-waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that

or any other right, unless otherwise expressly provided herein.

14. Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date(s) set forth below with an effective date of the last to sign.

CITY OF DAWSONVILLE

**DAWSON COUNTY CHAMBER OF
COMMERCE, INC.**

By: Mike Eason, Mayor

By: Christie Moore, CEO

Date: _____

Date: _____

Attest:

Beverly Banister, Clerk

Connie Smith, Secretary



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8

SUBJECT: PROCLAMATION – EXCEPTIONAL CHILDREN’S WEEK MARCH 2-6, 2020

CITY COUNCIL MEETING DATE: 03/02/2020

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 READ AND PRESENT THE PROCLAMATION FOR EXCEPTIONAL CHILDREN’S WEEK

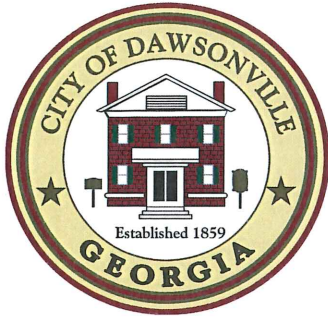
HISTORY/ FACTS / ISSUES:

MRS. EDITH BANTA THE CBI PROGRAM LEAD TEACHER WILL BE IN ATTENDANCE TO ACCEPT THE PROCLAMATION

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor



Proclamation

Exceptional Children's Week
March 2-6, 2020



Whereas, Exceptional children are active citizens who contribute much to the overall quality of life in this community; and

Whereas, greater public awareness and acceptance of these persons will increase their access to education, employment, housing, and social and recreational opportunities; and

Whereas, it is the desire of our community to create a place where all people can explore and develop their varied abilities, can enjoy productive work, and can contribute by meaningful participation in the life of the community; and

Whereas, the Dawson County School System and the Dawson Support Group, on behalf of the Georgia Exceptional Children Council, have worked to secure this proclamation; and

Whereas, it is the goal of the City of Dawsonville to instill positive perceptions of people with exceptional/special needs;

Now, therefore, I, Mike Eason, do hereby designate March 2-6, 2020 as Exceptional Children's Week and encourage all our citizens to promote positive awareness and greater opportunities for persons with exceptional/special needs, and challenge the citizens of our community to look beyond a person's particular disability, and focus instead upon each person's diverse abilities and contributions to the community.

In Witness Whereof, I have set my hand and seal this 2nd day of March, 2020.

Mike Eason, Mayor

Attest:

Beverly Banister, City Clerk





DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 9

SUBJECT: EMPLOYEE RECOGNITION

CITY COUNCIL MEETING DATE: 03/02/2020

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

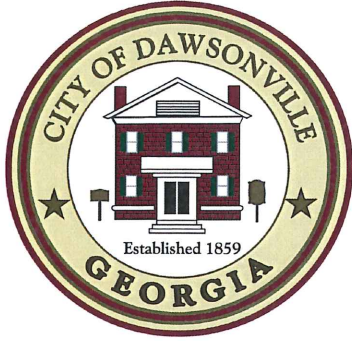
1. TO RECOGNIZE AND PRESENT THE FEBRUARY 2020 EMPLOYEE OF THE MONTH
2. TO READ AND PRESENT A PROCLAMATION FOR NATIONAL EMPLOYEE APPRECIATION DAY ON MARCH 6, 2020

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



Proclamation

National Employee Appreciation Day March 6, 2020



WHEREAS, the City of Dawsonville citizens are served every single day by public servants; the unsung heroes who keep our City working; and

WHEREAS, public employees make great contributions to their communities by serving in areas such as utility service, public works and administration; and

WHEREAS, the public employees of the City of Dawsonville are committed to exhibiting the highest standards of excellence, dedication, creativity and skills; and

WHEREAS, day in and day out, they provide the quality and quantity of diverse services required and expected by the citizens of their local government with efficiency, effectiveness and integrity; and

WHEREAS, without these public servants at every level, continuity of service would be impossible; and

WHEREAS, the City of Dawsonville recognizes the dedication and talents of public employees, as well as the value of the services they render at all levels;

NOW, THEREFORE, I, MIKE EASON, Mayor of the City of Dawsonville, do hereby proclaim March 6, 2020 as:

“NATIONAL EMPLOYEE APPRECIATION DAY”

And I do hereby call upon all citizens to recognize and express their appreciation for the vital contributions made daily by all public employees throughout the City of Dawsonville.

Mike Eason, Mayor

Attest:

Beverly A. Banister, City Clerk





**DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 10**

SUBJECT: RESOLUTION - GEORGIA STATE PATROL POST #37

CITY COUNCIL MEETING DATE: 03/02/2020

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 A RESOLUTION FOR SPECIALTY EQUIPMENT IN THE AMOUNT OF \$1,245.72
DONATED BY THE CITY TO THE GEORGIA STATE PATROL POST #37 IN CUMMING**

HISTORY/ FACTS / ISSUES:

CITY PROVIDED FLASHLIGHTS IN 2019

**IF APPROVED, PURCHASE OF EQUIPMENT TO BE PAID FROM FY 2020 GENERAL FUND
ANNUAL BUDGET**

OPTIONS:

APPROVE, AMEND, DENY OR TABLE

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

**GEORGIA STATE PATROL POST #37 RESOLUTION
OF THE CITY OF DAWSONVILLE**

WHEREAS, the Georgia State Patrol, a state agency, provides public health, safety, and welfare services within the corporate limits of the City of Dawsonville; and,

WHEREAS, in order to effectively carry out their duties, obligations, and services, the Georgia State Patrol officers require the use of properly maintained specialty equipment, and,

WHEREAS, many Georgia State Patrol officers that service the City of Dawsonville have resorted to expending personal funds to purchase said specialty equipment; and,

WHEREAS, the Mayor and City Council of the City of Dawsonville, Georgia, are charged with the protection and maintenance of the public health, safety, and welfare of those within the corporate limits of the City of Dawsonville; and,

WHEREAS, the services rendered by the Georgia State Patrol are a substantial benefit to the City of Dawsonville; and,

WHEREAS, the Mayor and City Council wish to assist officers and the Georgia State Patrol in effectively carrying out their duties to provide for the public health, safety, and welfare of the citizens of the City of Dawsonville.

NOW, THEREFORE, BE IT RESOLVED by the governing authority of the City of Dawsonville, Georgia, that the City of Dawsonville shall provide five (5) window tint meters for Ninety-Seven Dollars (\$97.00) each, twelve (12) Krylon hand held marking applicator wands for Twenty-One Dollars and 81/100 (\$21.81) each and one (1) Nexgrill Deluxe propane gas grill for Four Hundred and Ninety-Nine Dollars (\$499.00) for a total cost of One Thousand Two Hundred and Forty-Five Dollars and 72/100 (\$1,245.72) to the Georgia State Patrol and its officers that service the corporate limits of the City of Dawsonville, in recognition of the substantial benefit that said officers provide to the Citizens of the City of Dawsonville, and in an effort to assist said officers in effectively carrying out their duties in providing for the public health, safety, and welfare of the citizens of the City of Dawsonville.

RESOLVED this _____ day of March 2020.

**MAYOR AND DAWSONVILLE CITY
COUNCIL**

By: _____
Mike Eason, Mayor

Caleb Phillips, Council Member Post 1

Stephen Tolson, 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 # 11

SUBJECT: LEAK ADJUSTMENT POLICY

CITY COUNCIL MEETING DATE: 03/02/2020

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 CONSIDER APPROVAL OF A LEAK ADJUSTMENT POLICY FOR WATER AND SEWER

HISTORY/ FACTS / ISSUES:

CITY DOES NOT CURRENTLY HAVE A LEAK ADJUSTMENT POLICY FOR IT'S RESIDENTS

- SOUGHT PROPOSAL FROM SERVLIN FOR THEIR UTILITIES PROTECTION POLICY
- DEVELOPED IN-HOUSE LEAK ADJUSTMENT POLICY

STAFF RECOMMENDS APPROVING THE IN-HOUSE LEAK ADJUSTMENT POLICY

OPTIONS:

APPROVE, AMEND OR DENY

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Gary Barr, Utilities Director and Hayden Wiggins, Finance Administrator



City of Dawsonville Water & Sewer Department

415 Hwy 53 E, Suite 100
Dawsonville, GA 30534
(706)265-3256 Fax: (706)265-4214
Email: water@dawsonville-ga.gov

Leak Adjustment Policy

The City of Dawsonville (The City) has a Leak Adjustment Policy in order to provide increased customer satisfaction for our residents. This policy allows for a one-time water/sewer bill adjustment per customer per calendar year. This could consist of up to two consecutive billing cycles (months). In order to qualify for this adjustment, the water/sewer bill must be 2x the average bill and repaired within seven days of our notification. The City will then use the average of your previous six months of water/sewer bills (without a leak) in the adjustment calculation.

Adjustments will NOT be made on the following:

1. Customers who do not have their own water meter.
2. Homes/Premises abandoned without reasonable care for the plumbing system.

The City shall not be obligated to make an adjustment of any bills not submitted for adjustment within Ninety (90) days from the billing date. Customers must also present proof that a leak has been repaired and submit a copy of the City's Leak Adjustment Request Form before an adjustment will be made. The Leak Adjustment Request Form requires dual authorization by the Utilities Director/Crew Chief and the City Manager/City Clerk.



City of Dawsonville Water & Sewer Department

415 Hwy 53 E, Suite 100
Dawsonville, GA 30534
(706)265-3256 Fax: (706)265-4214
Email: water@dawsonville-ga.gov

**Leak Adjustment Request
Form**

When the leak has been repaired, complete this form and return it to the City along with a copy of the plumber's invoice or a written letter with dates and a list of the repairs completed. It must state the reason for the repair.

Once the City receives the correct paperwork, we will make the adjustments to your utility bill, in accordance with our Leak Adjustment Policy.

Utility Account Information

Account Number: _____

Name on Account: _____

Service Address: _____

Contact Phone Number: _____

Email Address: _____

I, the undersigned do hereby swear or affirm that the information provided is complete, true and correct to the best of my knowledge.

Signature: _____ Date: _____

(Office Use Only)

Date of Adjustment:	Authorized by:
Amount \$	Authorized by:
Processed By:	Date Authorized:



SERVLINE

PROPOSAL

INSURANCE PROPOSAL

SERVLINE UTILITIES PROTECTION

We pay for high water bills caused by customer leaks

114 Lee Parkway Drive, Chattanooga, TN 37421
423.855.1234, info@servline.com, www.servline.com

Prepared For:

CITY OF DAWSONVILLE

415 Hwy 53 East
Dawsonville, GA 30534

Proposal Issued: Monday, February 3, 2020

Proposal Valid:
30 Days from Issue Date

This proposal shows the premiums for the general coverage described, but in no way changes or affects any terms, conditions or exclusions of policies as actually issued. Premiums shown are based on information furnished to the company.

CITY OF DAWSONVILLE

We understand that you are tirelessly working to improve and supply the best overall product while also often thanklessly striving to offer excellent customer service.

DESPITE YOUR EFFORT – CUSTOMER LEAKS CAUSE:

- **Financial Strain**
 - Not if but when customer leaks occur, they cost both your Utility and your customers financial stress.
- **Administrative / Customer Burden**
 - Leaks demand everyone to use additional energy, reducing overall efficiency and productivity.
- **Undermines Public Perception**
 - Over and over again we have seen all over the nation that customer leaks can often undermine the hard-earned customer trust in your Utility and how your customers perceive your business practices.

MEET SERVLINE

ServLine is a full-service customer leak solution. We pay for high water bills caused by customer leaks by insuring the Utility. More specifically, by insuring the Leak Protection Program and then administering it on your behalf.

- **Financial Assistance**
 - Protect City of Dawsonville's Bottom Line
 - Reduce Water Cutoff's Due to Non-Payment
 - Provide Community with Access to Improved Financial Security
- **Administrative Support & Customer Relief**
 - Increase Business Efficiency
 - ServLine Administers Leak Protection Program
 - ServLine Handles Claims, Payment and Customer Service
- **Public Relations Credibility**
 - Increase Overall Customer Satisfaction
 - Enhancement of Utility's Public Perception
 - Strengthen Conservation Efforts (EPA Preparedness)

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CITY OF DAWSONVILLE CURRENT (LAP)

The Rates Furnished in this Proposal are determined by the data you have provided. It is mutually understood that the data produced, along with your explanation of how to interpret what is included in your data is done so in good faith and is complete and true to the best of your knowledge. All other factors have been determined in partnership with ServLine. (APPLIES ONLY IF DATA IS PROVIDED OTHERWISE IT WILL BE A STANDARD RATE PROPOSAL)

DATA RANGE PROVIDED

Complete Data is 3+ full years Jan – Dec.
Partial data refers to a partial data provided. Ex. Jul 2017 - Dec 2017

YEARS PROVIDED

- | | | | | |
|-------------------------------------|----------|--|-------------------------------|----------------------------------|
| <input checked="" type="checkbox"/> | COMPLETE | <input type="checkbox"/> 2016 | <input type="checkbox"/> 2017 | <input type="checkbox"/> 2018 |
| <input type="checkbox"/> | PARTIAL | | | |
| <input type="checkbox"/> | BOTH | <input checked="" type="checkbox"/> 2019 | <input type="checkbox"/> 2020 | <input type="checkbox"/> NO DATA |

FREQUENCY AND QUALIFICATION RATE FACTORS

Frequency is determined by the number of times an adjustment/ protection claim can be filed in a given time. Qualifications are determined by whether or not there is a limit that must be met prior to allowing for an adjustment/ protection claim to be filed.

BENEFIT FREQUENCY

- 1 Occurrence/ 12-month period
- 2 Consecutive billing cycles allowed per occurrence
 - o Ex. 1 billing cycle (month bill), 2 billing cycles (months)

BENEFIT QUALIFICATION/QUALIFIER

- | | | | |
|--------------------------|-----------------|-------------------------------------|---|
| <input type="checkbox"/> | 2X Average Bill | <input type="checkbox"/> | \$0.00 Over Average Bill |
| <input type="checkbox"/> | 3X Average Bill | <input checked="" type="checkbox"/> | No Qualification Applies, Sewer Adjustment Only |

LEAK PROTECTION PROGRAM EXCEPTIONS SUMMARY

Exceptions are benefits reflective of your current Leak Adjustment Policy. Exceptions are determined by how customer leaks are being adjusted using your current Leak Adjustment Policy. All exceptions must be reflected as the norm followed and included within your data. As an example; if you currently adjust for leaky faucets, as the norm, then they are considered an exception and will be indicated as a covered benefit below. If selected, then the benefit/exception will be covered. Unselected or unprovided exceptions will not be covered.

BENEFIT COVERAGES

- | | | | |
|--------------------------|--------------------------|--------------------------|----------------------------|
| <input type="checkbox"/> | Dripping/Leaking Faucets | <input type="checkbox"/> | Running Toilets & Commodes |
|--------------------------|--------------------------|--------------------------|----------------------------|

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SERVLIN LEAK PROTECTION PROGRAM (LPP)

The ServLine Leak Protection Program enhances your current Leak Adjustment Policy and acts as a superseding document which will overlay your existing policy with the given enhancements. All qualifying Customer leaks would adhere first to your ServLine Leak Protection Program and then would be addressed by your existing Leak Adjustment Policy. As a recommendation - Your Leak Adjustment Policy would be updated to address unqualifying leaks rather than qualifying customers who choose to decline protection.

FREQUENCY AND QUALIFICATION RATE FACTORS

Frequency is determined by the number of times an adjustment/ protection claim can be filed in a given time. Qualifications are determined by whether or not there is a limit that must be met prior to allowing for an adjustment/ protection claim to be filed.

BENEFIT FREQUENCY

- 1 Occurrence/ 12-month period
- 2 Consecutive billing cycles allowed per occurrence
 - o Ex. 1 billing cycle (month bill), 2 billing cycles (months)

BENEFIT QUALIFICATION/QUALIFIER

- 2X Average Bill
- 3X Average Bill
- \$0.00 Over Average Bill
- No Qualification Applies

LEAK PROTECTION PROGRAM EXCEPTIONS SUMMARY

Exceptions are benefits reflective of your current Leak Adjustment Policy. Exceptions are determined by how customer leaks are being adjusted using your current Leak Adjustment Policy. All exceptions must be reflected as the norm followed and included within your data. As an example; if you currently adjust for leaky faucets, as the norm, then they are considered an exception and will be indicated as a covered benefit below. If selected, then the benefit/exception will be covered. Unselected or unprovided exceptions will not be covered.

BENEFIT COVERAGES

- Dripping/Leaking Faucets
- Running Toilets & Commodes

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SAMPLE LEAK PROTECTION POLICY (LPP)

CITY OF DAWSONVILLE SAMPLE LEAK PROTECTION PROGRAM

City of Dawsonville is Changing our Leak Adjustment Policy effective DATE 1, 2020.

The following are qualifications for leak adjustments for the City of Dawsonville:

1. It is the customer's responsibility to keep his plumbing system in good working order.
2. No customer shall receive more than one leak adjustment that could incorporate a maximum of two billing cycles during any **twelve (12)** month period.
3. In order to qualify for a leak adjustment, the eligible plumbing leak must generate a minimum additional charge of **2 (x)** times the average of the Twelve (12) month bill.
4. Adjustments on water bills will NOT be made on the following:
 - a. Residential customers who do not have their own water meter.
 - b. Commercial or Industrial Customers. (OPTIONAL)**
 - c. Premises left or abandoned without reasonable care for the plumbing system.
 - d. Leaks on irrigation systems or irrigation lines, leaks in water features such as fountains, etc., leaks on any water lines coming off the primary water service line, plumbing leaks in any structure other than the primary residence.
 - e. Dripping faucets, or leaky commodes (OPTIONAL)**
 - f. Negligent acts such as leaving water running.
 - g. Excess water charges not directly resulting from a qualifying plumbing leak.
 - h. Filling of swimming pools or leaks in swimming pools.
 - i. Watering of lawns or gardens.
5. The City of Dawsonville shall not be obligated to make adjustments of any bills not submitted for adjustment within Ninety (90) days from the billing date.
6. Customers must present proof that a leak has been repaired before an adjustment will be made. (ie, copy of invoice for materials or bill from plumber)
7. In any case where a customer might incur a leak before there is three months of average usage, an adjustment will not be made until they have established three months of average usage.

Any residential customer may decline to participate in our ServLine Leak Protection Program by calling [Phone Number](#). Any customer declining to participate in the program will be responsible for the full amount of their water bill with no adjustments being made. Our new City of Dawsonville ServLine Program is the only way qualifying leak adjustments will be made for leaks occurring after DATE 1, 2020.

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SAMPLE LEAK POLICY





SERVLINE

Leak Protection

PRIMARY PROTECTION

Imagine what you could do if you were paid for every customer's high- water bill
— and no longer had to manage their frustration over
having to pay for it.



WATER LEAK PROTECTION (1)

Limit of Protection	Option 1: \$500	(Per Occurrence)
	Option 2: \$1,000	(Per Occurrence)
	Option 3: \$2,500	(Per Occurrence)

Rate	Residential	Commercial Single Occupancy	Commercial Multiple-Occupancy
Option 1:	\$1.30	\$3.60	\$7.20
Option 2:	\$1.55	\$4.30	\$8.60
Option 3:	\$1.80	\$5.00	\$10.00

Deductible Reporting Conditions Reporting & Adjustment Period

Waived Customer Schedule Monthly

Special Terms and Conditions

- Coverage will be designed to reflect City of Dawsonville’s Leak Protection Guidelines and eligibility established with ServLine.
- Master Metered Habitational (Residential Only) \$2.50 per unit
 - Limit Applies to Property Only and does not apply to units directly.

Note: 10% Discount on rates if following coverages are offered by electing to include in your base rate.

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SEWER LEAK PROTECTION (2)

Limit of Protection	Option 1: \$500	(Per Occurrence)
	Option 2: \$1,000	(Per Occurrence)
	Option 3: \$2,500	(Per Occurrence)

Rate	Residential	Commercial Single Occupancy	Commercial Multiple-Occupancy
Option 1:	\$1.30	\$3.60	\$7.20
Option 2:	\$1.55	\$4.30	\$8.60
Option 3:	\$1.80	\$5.00	\$10.00

Deductible
Reporting Conditions
Reporting & Adjustment Period

Waived
Customer Schedule
Monthly

Special Terms and Conditions

- Coverage will be designed to reflect City of Dawsonville’s Leak Protection Guidelines and eligibility established with ServLine.
- Master Metered Habitational (Residential Only) \$2.50 per unit
 - Limit Applies to Property Only and does not apply to units directly.

Note: 10% Discount on rates if following coverages are offered by electing to include in your base rate.

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WATER & SEWER LEAK PROTECTION COMBINED (3)

Limit of Protection	Option 1: \$500	(Per Occurrence)
	Option 2: \$1,000	(Per Occurrence)
	Option 3: \$2,500	(Per Occurrence)

Rate	Residential	Commercial Single Occupancy	Commercial Multiple-Occupancy
Option 1:	\$2.20	\$6.10	\$12.20
Option 2:	\$2.65	\$7.30	\$14.60
Option 3:	\$3.05	\$8.50	\$17.00

**Deductible
Reporting Conditions
Reporting & Adjustment Period**

**Waived
Customer Schedule
Monthly**

Special Terms and Conditions

- Coverage will be designed to reflect City of Dawsonville's Leak Protection Guidelines and eligibility established with ServLine.
- Master Metered Habitational (Residential Only) \$4.20 per unit
 - Limit Applies to Property Only and does not apply to units directly.

Note: 10% Discount on rates if following coverages are offered by electing to include in your base rate.

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SERVLINE

Line & Lateral Protection

ENHANCED CUSTOMER PROTECTION

Consider how a customer will feel about you when they realize that you had the foresight to provide a customer service that helps them with their responsibility.



WATER LINE PROTECTION (4)

Limit of Protection \$10,000 (Per Occurrence)

Rate:	Residential	Commercial Single Occupancy	Commercial Multi-Occupancy
	\$4.95	\$13.50	\$27.00

Coverage Extensions

Re-seeding and Landscaping Expense	\$500 (Included within Limit of Insurance)
Restoration of Private Paved Surfaces	\$500 (Included within Limit of Insurance)
Deductible	Waived
Valuation	Replacement Cost
Reporting Conditions	Customer Schedule
Reporting Period	Monthly

Additional Terms and Options (Residential Only)

Option 1:

Thawing of Water Service Line	\$500 (Maximum Per Occurrence)
Occurrence Term	One Occurrence per Year
Rate (In Addition to Water Line Coverage)	\$0.25 (Monthly)

Option 2:

Thawing of Water Service Line	\$500 (Maximum Per Occurrence)
Occurrence Term	No Limit on Occurrences per Year
Rate (In Addition to Water Line Coverage)	\$0.50 (Monthly)

Thawing of Service Line Terms

- Option, if selected, will be added to the water line rate for all residential customers. Only one of the options can be selected.

Note: Not Available to Master Metered Habitational

Note: 10% Discount on rates if following coverages are offered by electing to include in your base rate.

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SEWER LATERAL PROTECTION (5)

Limit of Protection		\$10,000	(Per Occurrence)
Rate:	Residential	Commercial Single Occupancy	Commercial Multi-Occupancy
	\$6.50	\$13.50	\$27.00
Coverage Extensions			
Re-seeding and Landscaping Expense		\$500 (Included within Limit of Insurance)	
Restoration of Private Paved Surfaces		\$500 (Included within Limit of Insurance)	
Deductible		Waived	
Valuation		Replacement Cost	
Reporting Conditions		Customer Schedule	
Reporting Period		Monthly	

*Note: Not Available to Master Metered Habitational
 Note: 10% Discount on rates if following coverages are offered by electing to include in your base rate.*

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DEFINITIONS

- **Water Leak Protection**
Water Leak Protection covers excess water bills caused by a qualifying leak on the customer's side of the meter/point of responsibility. Developed in cooperation with ServLine and set according to the Utility's newly established Leak Protection Guidelines.
- **Sewer Leak Protection**
Sewer Leak Protection covers excess sewer bills in the event of a qualifying leak at the customer's point of responsibility. Developed in cooperation with ServLine and set according to the Utility's newly established Leak Protection Guidelines.
- **Water Line Protection**
Water Line Protection is a service offered by the Utility as a customer service. This program protects a customer by providing repair or necessary replacement coverage in the event of a qualifying water line crack or break. Protection from the meter/ customer's point of responsibility to the foundation.
- **Sewer Lateral Protection**
Sewer Lateral Protection is a service offered by the Utility as a customer service. This program protects a customer by providing repair or necessary replacement coverage in the event of a qualifying sewer lateral crack or break. Protection from the meter/ customer's point of responsibility to the foundation.
- **Residential**
Residential is defined as 2" meters or less with a single residential unit occupied as a residency. A qualifying unit must have a single meter to which it can be accounted for independently.
- **Commercial**
Commercial is defined as 2" meters or less with business or agricultural occupancy excluding master-metered habitational. A qualifying unit must have a single meter to which it can be accounted for independently
Single Occupancy – Building has one business occupying space.
Multiple Occupancy – Building has more than one business occupying space.
- **Master-Metered Habitational**
Multi-Unit residential property with a master-meter measuring usage for all units.
- **Farms**
Residential Farm: Any farm that is a hobby or that does not derive additional income. There is no Agriculture meter or separate metered structures on the property and meets residential definition of the insurance company.
Commercial Farm: Any Farm that has an Agriculture meter/meter that services barns, cattle troughs, or other structures. Any Farm who derives income from the activities of the farm.

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SUMMARY CONCLUSION

BILLING

Agency: Monthly Reporting

PROJECT SCOPE / OUR PROCESS & OFFERINGS

- Approval of ServLine
- Program Implementation
- Utility Staff Training
- Announcement Materials
- Setup and Integration
- ServLine Administers Leak Protection Program
- ServLine Handles Claims, Payment and Customer Service

TERMS AND CONDITIONS

Terms and conditions outlined in the quote may differ from the specifications submitted; please review the specific coverage part for details on coverage and exclusions.

Average claims payment is between 10 – 20 Days.
Claims volume is due to change with seasons or other unforeseen events.

Reports & Premium due by the 15th of the month following a reporting period.
Example: Participating Customers for Month of January would be due no later than February 15th.
Premium payments include all participating customers and are not dependent on customer payment to the utility nor pending claims payments.

*This quote is valid for thirty (30) days from the date of this letter.
All rates are per participating customer per month.*

THANK YOU

Thank you for your interest in becoming a valuable client of ServLine. We exist to make your utility stronger and help you achieve your goals. One of our chief goals is to serve you and to earn the privilege of being one of your favorite service providers. The ServLine team is always looking to establish long-term meaningful relationships with the opportunity to serve your utility and your customers with integrity and excellence.

DISCLAIMER

This proposal shows the premiums for the general coverage described, but in no way changes or affects any terms, conditions or exclusions of policies as actually issued. Premiums shown are based on information furnished to the company.

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Final Utilities Protection

TERRORISM RISK INSURANCE

We are under mandate to present and offer the final two pages of this proposal. The following is terrorism insurance coverage. Please either accept or decline if you proceed with ServLine.

Note: This is a separate coverage that insures payment for loses that occur as the result of a certified act of terrorism. Please inquire for additional information.



TERRORISM RISK INSURANCE ACT OF 2002 DISCLOSURE

The "Terrorism Risk Insurance Act of 2002" establishes a program within the Department of Treasury in which the Federal Government will share the risk of loss from terrorist attacks with the insurance industry. Federal participation will be triggered when the Secretary of the Treasury certifies an act of terrorism, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism committed by an individual(s) acting on behalf of any foreign interest, provided the terrorist act results in aggregate losses in excess of \$5 million. With respect to insured losses resulting from a certified act of terrorism, the Federal Government will reimburse individual insures for 90% of the losses in excess of the insurer's retention, which is based on a specified percentage of the insurer's earned premium for the year preceding the loss. Insured losses covered by the program are capped at \$100 billion per year unless subsequent action of Congress changes that amount; this provision serves to limit insurers' liability for losses. All insurers providing commercial property insurance are required to participate in the program to the extent of offering and making available coverage for certified acts of terrorism in accordance with the terms and conditions of coverage which apply to other perils.

Terrorism Premium: \$ 1% of premium

This quote outline coverages and does not necessarily include all coverages requested on the application provided. Only coverages outlined above will be provided.



NAME OF APPLICANT: CITY OF DAWSONVILLE
DATE OF NOTICE: Monday, February 3, 2020

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as reauthorized and amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS REAUTHORIZED AND AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage *(Please Initial and Sign):*

- I hereby elect to purchase Terrorism coverage for certified acts of terrorism for a prospective premium of \$ 1% of premium
- I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policy Holder Signature

Date



THANK YOU





DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 12

SUBJECT: CROSSBRIDGE COMMUNITY CHURCH

CITY COUNCIL MEETING DATE: 03/02/2020

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 CONSIDER REQUEST FROM CROSSBRIDGE COMMUNITY CHURCH

HISTORY/ FACTS / ISSUES:

TABLED FROM THE 02/03/2020 and 02/17/2020 MEETING

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

Cross **BRIDGE** community church

CrossBridge Community Church
751 Highway 53 East
Dawsonville, GA 30534

To Whom it may Concern,

Good afternoon. We would like to take to time to thank you for all that you do for The City of Dawsonville. We are so blessed to have each of you serve this city and Dawsonville is a better place because of you and your hard work.

We are writing you today in lieu of our recent water bill. Our December 2019 balance was \$589.54 and after much investigation we have determined that a toilet has been leaking. We thought the problem had been fixed, but it has continued to leak which resulted in a bill that is much more expensive than usual. Gary Barr and Bob Bolz have been a great help to us to determine the issue at hand. We have taken measures to eliminate the problem in the future, but we are asking that we may have our December bill lowered to a degree. As a church we will struggle to pay this bill and we are coming to you asking for your help. We do not expect for it to be erased, but simply reduced. We hope that we may reach an agreement and resolve this.

Your service to this city and CrossBridge Community Church are gratefully acknowledged. We thank you for your time and consideration.

Sincerely,
Pastor Timothy Bennett
January 6, 2020



CrossBridge Community Church
December 2018 - January 2020 Usage and Billing History

Month- Year	Usage (Gals)	Water Charge	Sewer Charge	Total
Dec-18	3,110	\$37.04	\$70.46	\$107.50
Jan-19	16,580	\$116.98	\$189.22	\$306.20
Feb-19	2,670	\$34.78	\$66.92	\$101.70
Mar-19	18,640	\$129.96	\$208.17	\$338.13
Apr-19	9,380	\$71.97	\$123.35	\$195.32
May-19	1,350	\$28.75	\$57.50	\$86.25
Jun-19	3,880	\$41.01	\$76.66	\$117.67
Jul-19	6,600	\$55.98	\$99.44	\$155.42
Aug-19	9,880	\$74.84	\$127.65	\$202.49
Sep-19	19,800	\$137.27	\$218.84	\$356.11
Oct-19	20,560	\$142.06	\$225.83	\$367.89
Nov-19	10,500	\$78.68	\$133.28	\$211.96
Dec-19	34,860	\$232.15	\$357.39	\$589.54
Jan-20	29,590	\$198.95	\$308.91	\$507.86



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 13

SUBJECT: WATER AND SEWER RATES

CITY COUNCIL MEETING DATE: 03/02/2020

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 CONSIDER APPROVAL OF WATER AND SEWER RATE INCREASE AS PRESENTED BY
TURNIPSEED ENGINEER'S 2019 RATE STUDY (APPROXIMATELY 7%) AND FOR A SUBSEQUENT
7% INCREASE EACH YEAR THEREAFTER**

HISTORY/ FACTS / ISSUES:

CHRIS POJE FROM TURNIPSEED ENGINEERS WILL PRESENT

LAST INCREASE TO WATER AND SEWER RATES OCCURRED 07/01/2016

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Gary Barr, Utilities Director and Hayden Wiggins, Finance Administrator

RATE STUDY

for the

CITY OF DAWSONVILLE, GEORGIA

**JANUARY 2019
PROJECT NO. 833.059**



**ATLANTA
AUGUSTA
ST. SIMONS ISLAND**

RATE STUDY

for the

CITY OF DAWSONVILLE, GEORGIA

**JANUARY 2019
PROJECT NO. 833.059**

Prepared by:



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I. Introduction

Due to increased operating costs, the City of Dawsonville needs to adjust its water and sewerage rates and evaluate its water and sewer tap fees. The City also continues to construct improvements to its system which will increase annual costs and will require additional revenue. The most recent previous Rate Study was prepared in March 2016.

This study will analyze the cost of system operation and determine the unit cost of water production and wastewater treatment. Revenue projections will be developed based on current usage trends with current rates. Recommended rate revisions to meet projected annual costs will be presented. The study also includes recommended water and sewer tap fee revisions for the City's consideration.

II. Cost of Water and Sewerage Service

According to the 2018 – 2019 Annual Budget and the amortization schedules for the existing debt service, the cost of the water and sewerage system excluding depreciation is \$1,373,074. A breakdown of this amount is shown below in Table II-1.

Table II-1 – City of Dawsonville Water and Sewerage System Budget

	<i>Expenses</i>	<i>Interest</i>	<i>Principal</i>	<i>Total</i>
Water	\$505,984	\$32,331	\$66,819	\$605,134
Sewer	\$523,434	\$78,235	\$166,271	\$767,940
Total	\$1,029,418	\$110,566	\$233,090	\$1,373,074

A breakdown of the existing revenue bonds and Georgia Environmental Finance Authority loan amounts is shown in the Appendix.

A tabulation of water billed versus water treated for December 2017 through November 2018 is also included in the Appendix. The total amount of water produced and purchased was 96,334,300 gallons, and the amount metered was 75,980,400 gallons. The unit cost for water produced and sold is shown below:

A. Unit Cost of Water

The total amount of water sold was 75,980,400 gallons. Shown below in Table II-2 is the unit cost of water sold.

Table II-2 – City of Dawsonville Water Unit Cost

	<i>Gallons</i>	<i>Total Cost</i>	<i>Unit Cost / 1,000 gallons</i>
Water Sold	75,980,400	\$605,134	\$7.96
Water Produced	96,334,300	\$605,134	\$6.28

B. Unit Cost of Wastewater Treatment

The total amount of wastewater treatment billed to customers was 68,045,300 gallons. Shown on Table II-3 is the unit cost of wastewater treated.

Table II-3 – City of Dawsonville Wastewater Unit Cost

	<i>Gallons</i>	<i>Total Cost</i>	<i>Unit Cost / 1,000 gallons</i>
Wastewater Treated	68,045,300	\$767,940	\$11.29

III. Existing Rate Structure

The existing water and sewer rates are shown below in Table III-1 and Table III-2, respectively.

Table III-1 – City of Dawsonville Current Water Rates

	<i>Residential</i>		<i>Commercial / Industrial</i>	
	<i>Inside</i>	<i>Outside</i>	<i>Inside</i>	<i>Outside</i>
0 – 1,500 gallons	\$20.00	\$29.90	\$28.75	\$40.25
1,501 – 5,000 gallons (per 1,000)	\$4.80	\$6.90	\$5.15	\$5.75
5,001 – 10,000 gallons (per 1,000)	\$5.15	\$7.45	\$5.75	\$6.30
Over 10,000 gallons	\$5.45	\$8.05	\$6.30	\$6.90

Table III-2 – City of Dawsonville Current Sewer Rates

	<i>Residential</i>		<i>Commercial / Industrial</i>	
	<i>Inside</i>	<i>Outside</i>	<i>Inside</i>	<i>Outside</i>
0 – 1,500 gallons	\$23.00	\$34.50	\$57.50	\$69.00
1,501 – 5,000 gallons (per 1,000)	\$6.30	\$8.05	\$8.05	\$8.60
5,001 – 10,000 gallons (per 1,000)	\$6.90	\$8.60	\$8.60	\$9.20
Over 10,000 gallons	\$7.45	\$9.20	\$9.20	\$10.90

The existing rates became effective in 2016.

Shown in Table III-3 is a summary of the 2018 – 2019 Water and Sewer Budget. As indicated the amount of user fees projected from the existing rate structure is \$1,461,500. When miscellaneous fees and fines are added, along with a transfer from reserves, total enterprise fund revenue is projected to be \$1,565,418.

Table III-3 – 2018 – 2019 Budget Summary for Water and Sewer Enterprise Fund

<i>I. Revenue</i>	<i>Amount</i>
Water Charges	\$648,000
Sewer Charges	\$756,000
Miscellaneous Fees and Fines	\$57,500
Transfer from Reserves	\$103,918
<i>Projected Revenue</i>	<u>\$1,565,418</u>

<i>II. Expenses</i>	<i>Amount</i>
Sewer Expenses	\$523,434
Water Expenses	\$505,984
Interest	\$110,566
Amortization	\$233,090
<i>Total Expenses (Excluding Depreciation)</i>	<u>\$1,373,074</u>

IV. Revenue Projections

In fiscal year 2017 – 2018 the City received \$1,389,333 in revenue from water and sewer fees. In 2018 – 2019, that figure is budgeted to increase 5.2%.

To determine water usage and accurately reflect the impact of possible rate revisions, billing records were analyzed. Tabulation and consumption summaries for each category are shown in the Appendix. Revenue projections with existing rates for the various user categories are shown below.

Table IV-1 – Water and Sewer Revenue Projections

<i>Water Revenue – Residential Inside</i>			
<i>Gallons</i>	<i>No. Customers</i>	<i>Average Bill</i>	<i>Total</i>
0 – 1,500	220	\$20.00	\$4,400.00
1,500 – 5,000	707	\$27.04	\$19,116.88
5,000 – 10,000	155	\$42.85	\$6,641.47
>10,000	15	\$68.90	\$1,033.57
Total	1,097		\$31,191.32
<i>Water Revenue – Residential Outside</i>			
<i>Gallons</i>	<i>No. Customers</i>	<i>Average Bill</i>	<i>Total</i>
0 – 1,500	13	\$29.90	\$388.70
1,500 – 5,000	59	\$42.21	\$2,490.37
5,000 – 10,000	24	\$65.11	\$1,562.72
>10,000	6	\$154.65	\$927.92
Total	102		\$5,369.71
<i>Water Revenue – Commercial / Industrial Inside</i>			
<i>Gallons</i>	<i>No. Customers</i>	<i>Average Bill</i>	<i>Total</i>
0 – 1,500	53	\$28.75	\$1,523.75
1,500 – 5,000	48	\$35.22	\$1,690.79
5,000 – 10,000	20	\$60.98	\$1,219.59
>10,000	44	\$315.56	\$13,884.56
Total	165		\$18,318.70
<i>Water Revenue – Commercial / Industrial Outside</i>			
<i>Gallons</i>	<i>No. Customers</i>	<i>Average Bill</i>	<i>Total</i>
0 – 1,500	2	\$40.25	\$80.50
1,500 – 5,000	4	\$47.78	\$191.13
5,000 – 10,000	1	\$86.41	\$86.41
>10,000	0	---	---
Total	7		\$358.04
Total Monthly Water Revenue			\$55,238.36
Total Annual Water Revenue			\$662,860.34

<i>Sewer Revenue – Residential Inside</i>			
<i>Gallons</i>	<i>No. Customers</i>	<i>Average Bill</i>	<i>Total</i>
0 – 1,500	186	\$23.00	\$4,278.00
1,500 – 5,000	648	\$31.14	\$20,178.46
5,000 – 10,000	152	\$53.52	\$8,135.53
>10,000	13	\$111.57	\$1,450.41
Total	999		\$34,042.40
<i>Sewer Revenue – Residential Outside</i>			
<i>Gallons</i>	<i>No. Customers</i>	<i>Average Bill</i>	<i>Total</i>
0 – 1,500	1	\$34.50	\$34.50
1,500 – 5,000	4	\$47.08	\$188.33
5,000 – 10,000	---	---	---
>10,000	---	---	---
Total	5		\$222.83
<i>Sewer Revenue – Commercial / Industrial Inside</i>			
<i>Gallons</i>	<i>No. Customers</i>	<i>Average Bill</i>	<i>Total</i>
0 – 1,500	48	\$57.50	\$2,760.00
1,500 – 5,000	34	\$68.59	\$2,332.21
5,000 – 10,000	18	\$106.38	\$1,914.86
>10,000	44	\$511.70	\$22,514.76
Total	144		\$29,521.83
<i>Sewer Revenue – Commercial / Industrial Outside</i>			
<i>Gallons</i>	<i>No. Customers</i>	<i>Average Bill</i>	<i>Total</i>
0 – 1,500	---	---	---
1,500 – 5,000	2	\$81.45	\$162.91
5,000 – 10,000	---	---	---
>10,000	---	---	---
Total	2		\$162.91
Total Monthly Sewer Revenue			\$63,949.96
Total Annual Sewer Revenue			\$767,399.54
Total Annual Water and Sewer Revenue			\$1,430,259.88

As indicated the total projected water and sewer revenue based on average consumption from user fees is \$1,430,259.88 with existing rates, approximately \$26,000 more than budgeted revenue in 2018 – 2019, but less than required to service anticipated debt starting in FY 2020.

V. Projected Annual Cost

The City is completing construction of water and sewerage system improvements. In Budget Year 2018-19, only two to three monthly payments of the resulting new loans are reflected. A full year's repayment will increase the amount of indebtedness in future budgets. A breakdown of the additional indebtedness is shown below.

<i>Projected Debt Service Additions</i>	<i>Loan Amount</i>	<i>Estimated Annual Payment</i>
GEFA 2014 Drinking Water SRF (1.71%, 20 years)	\$488,703	\$28,872
GEFA 2015 Clean Water SRF (2.03%, 20 years)	\$429,097	\$26,171
GEFA 2017 Drinking Water SRF (0.5%, 20 years)	\$500,506	\$26,304
<i>Total Estimated Annual Payment</i>		<i>\$81,347</i>

Additionally, the City is repaying a Series 2014 Revenue Bond with a total annual repayment of \$320,240 in FY 2019-20.

Total coverage for indebtedness should be a minimum of 10%. Based on existing and future indebtedness, the amount of coverage should be \$40,159.

The projected future total costs for both water and sewerage service without an increase in expenses is shown below in Table V-1.

Table V-1 – Projected Water and Sewerage System Costs

	<i>Water</i>	<i>Sewer</i>	<i>Total</i>
Expenses	\$505,984	\$523,434	\$1,029,418
Interest and Principal (Full Year)	\$139,719	\$261,868	\$401,587
Debt Service Coverage	\$13,972	\$26,187	\$40,159
<i>Total</i>	<i>\$659,675</i>	<i>\$811,489</i>	<i>\$1,471,164</i>

The total additional revenue required over the 2018 – 2019 budget is approximately \$98,090, for a total revenue requirement of \$1,471,164. The increase required to cover the additional debt service is approximately 7%.

VI. Possible Rate Adjustment

Since the total water and sewer revenue rate increase is only approximately 7%, the City may consider a single rate adjustment. A possible rate schedule for the adjustment is shown in Table VI-1.

Table VI-1 – Possible Rate Adjustment

<i>Residential</i> <i>Gallons</i>	<u>Water</u>		<u>Sewer</u>	
	<i>Inside</i>	<i>Outside</i>	<i>Inside</i>	<i>Outside</i>
0 – 1,500	\$21.00	\$31.00	\$25.00	\$37.50
1,501 – 5,000	\$5.00	\$7.00	\$7.00	\$8.50
5,001 – 10,000	\$5.25	\$7.50	\$8.00	\$9.50
>10,000	\$5.50	\$8.00	\$9.00	\$10.50

<i>Commercial / Industrial</i> <i>Gallons</i>	<u>Water</u>		<u>Sewer</u>	
	<i>Inside</i>	<i>Outside</i>	<i>Inside</i>	<i>Outside</i>
0 – 1,500	\$31.00	\$42.00	\$60.00	\$75.00
1,501 – 5,000	\$7.00	\$7.00	\$8.50	\$10.00
5,001 – 10,000	\$7.50	\$7.50	\$9.50	\$11.00
>10,000	\$8.00	\$8.00	\$10.50	\$12.00

Final revenue projections with the rate adjustment are as shown on the following pages. Provided miscellaneous revenues remain \$57,500 the total projected revenue with the adjustment, excluding water and sewer taps, will be approximately \$1,578,023.67. Details of projected revenue and average water and sewer bills for the increase are included in the Appendix.

Table VI-2 – Water Revenue Projections After Adjustment

<i>Residential Inside</i>			
<i>Gallons</i>	<i>No. Customers</i>	<i>Average Bill</i>	<i>Total</i>
0 – 1,500	220	\$21.00	\$4,620.00
1,501 – 5,000	707	\$28.33	\$20,031.25
5,002 – 10,000	155	\$44.67	\$6,923.17
>10,000	15	\$71.16	\$1,067.45
Total	1,097		\$32,641.86
<i>Residential Outside</i>			
<i>Gallons</i>	<i>No. Customers</i>	<i>Average Bill</i>	<i>Total</i>
0 – 1,500	13	\$31.00	\$403.00
1,501 – 5,000	59	\$43.49	\$2,565.79
5,001 – 10,000	24	\$66.64	\$1,599.30
>10,000	6	\$155.96	\$935.76
Total	102		\$5,503.85
<i>Commercial/Industrial Inside</i>			
<i>Gallons</i>	<i>No. Customers</i>	<i>Average Bill</i>	<i>Total</i>
0 – 1,500	53	\$31.00	\$1,643.00
1,501 – 5,000	48	\$39.80	\$1,910.44
5,001 – 10,000	20	\$74.03	\$1,480.55
>10,000	44	\$397.80	\$17,503.38
Total	165		\$22,537.37
<i>Commercial/Industrial Outside</i>			
<i>Gallons</i>	<i>No. Customers</i>	<i>Average Bill</i>	<i>Total</i>
0 – 1,500	2	\$42.00	\$84.00
1,501 – 5,000	4	\$51.17	\$204.68
5,001 – 10,000	1	\$97.50	\$97.50
>10,000	---	---	---
Total			\$386.18
Total Monthly Water Revenue			\$61,069.27
Total Annual Water Revenue			\$732,831.18

Table VI-3 – Sewer Revenue Projections After Adjustment

<i>Residential Inside</i>			
<i>Gallons</i>	<i>No. Customers</i>	<i>Average Bill</i>	<i>Total</i>
0 – 1,500	186	\$25.00	\$4,650.00
1,501 – 5,000	648	\$34.04	\$22,060.51
5,001 – 10,000	152	\$59.32	\$9,017.25
>10,000	13	\$128.18	\$1,666.37
Total	999		\$37,394.13
<i>Residential Outside</i>			
<i>Gallons</i>	<i>No. Customers</i>	<i>Average Bill</i>	<i>Total</i>
0 – 1,500	1	\$37.50	\$37.50
1,501 – 5,000	4	\$50.79	\$203.14
5,001 – 10,000	---	---	---
>10,000	---	---	---
Total	5		\$240.64
<i>Commercial/Industrial Inside</i>			
<i>Gallons</i>	<i>No. Customers</i>	<i>Average Bill</i>	<i>Total</i>
0 – 1,500	48	\$60.00	\$2,880.00
1,501 – 5,000	34	\$71.71	\$2,438.30
5,001 – 10,000	18	\$112.62	\$2,027.21
>10,000	44	\$574.40	\$25,273.47
Total	144		\$32,618.98
<i>Commercial/Industrial Outside</i>			
<i>Gallons</i>	<i>No. Customers</i>	<i>Average Bill</i>	<i>Total</i>
0 – 1,500	---	---	---
1,501 – 5,000	2	\$89.48	\$178.96
5,001 – 10,000	---	---	---
>10,000	---	---	---
Total	2		\$178.96
Total Monthly Sewer Revenue			\$70,432.71
Total Annual Sewer Revenue			\$845,192.49
Total Annual Water and Sewer Revenue			\$1,578,023.67

As indicated this rate increase should provide approximate additional water revenue of \$69,970 and sewer revenue of \$77,793 over current rates, for a total increase of \$147,763.

VII. Tap Fee Evaluation

An important component of water and sewerage system revenue is the fee schedule for new service connections. Utilities often charge to cover labor and material costs of meters and connections, administrative costs and, in many cases, the cost of providing capacity.

The City of Dawsonville's existing tap fee schedule varies by corresponding water meter size. Table VII-1 shows fees for connecting both the water and sewerage systems.

Table VII-1 – Water and Sewer Tap Fee Schedule

<i>Meter Size</i>	<i>Water Connection</i>	<i>Sewer Connection</i>
¾"	\$2,000	\$4,000
1"	\$2,500	\$5,000
1½"	\$5,000	\$6,000
2"	\$8,000	\$10,000
3"	\$12,000	\$15,000
4"	\$20,000	\$25,000
6"	\$35,000	\$40,000
8"	\$60,000	\$60,000

For comparison, overall fees (connection, tap, administrative and miscellaneous) for new water and sewerage service in other north Georgia communities were surveyed while preparing this study. A summary of three common water sizes and sewer connections are shown in comparison with Dawsonville's current fees in the following tables.

Table VII-2 – Water Tap Fees

<i>System</i>	<i>¾" Water</i>	<i>2" Water</i>	<i>6" Water</i>
Dawsonville	\$2,000	\$8,000	\$35,000
Braselton	\$3,300	\$18,575	\$76,295+
Cleveland	\$950+	\$4,052+	\$32,614+
Cumming	\$1,600+	\$10,000+	\$68,200+
Dahlonega	\$4,780+	\$35,139+	\$100,000+
Demorest	\$1,300	\$5,000	---
Etowah Water and Sewerage Authority	\$3,580	\$14,504+	---
Jasper	\$1,250+	TBD	TBD
Lumpkin County	\$2,200	\$10,000	\$45,000

“+” = *plus actual labor and material costs of installation*

Table VII-3 – Sewer Tap Fees

<i>System</i>	<i>¾" Water</i>	<i>2" Water</i>	<i>6" Water</i>
Dawsonville	\$4,000	\$10,000	\$40,000
Braselton	\$3,550	\$3,550x	\$3,550x
Cleveland	\$990+	\$3,676+	\$28,772+
Cumming	\$5,000	Calculated based on usage x multiplier	
Dahlonega	\$5,975+	\$31,865+	\$100,000+
Demorest	\$1,300	\$2,500	\$5,000
Etowah Water and Sewerage Authority	\$4,754	\$4,757x	\$4,757x
Jasper	\$1,250	TBD	TBD
Lumpkin County	\$900	\$1,500	\$1,500

“+” = *plus actual labor and material costs of installation*

“x” = *multiplied by number of equivalent dwelling units*

As indicated in the comparisons, the City’s current tap fees trend to the median of fees for similar communities in north Georgia. The City may consider altering the fee schedule for larger meters in the future to include a usage factor or EDU multiplier for sewer connections. Once the cost of additional sewage treatment capacity can be established, we can assist the City with options for modifying this charge.

VIII. Summary

The City needs to adjust its water and sewerage rates to meet present and future annual costs. In adjusting rates, a tiered structure should be maintained to encourage conservation at the higher consumption levels. Possible rate structures similar to current rates are proposed in this study for the City's consideration.

Future adjustments to the schedule of fees for new water and sewer taps should also be considered after the City's wastewater treatment capacity project is budgeted.

APPENDIX

- A. List of Current Debt
- B. Water Production and Supply



LIST OF CURRENT DEBT



**List of Current Debt
Water and Sewerage Systems**

I. Combined Water and Sewer Revenue Bonds

Series 2014

Balance as of 6/30/2019:	\$3,615,000
Amortization:	20 years
Interest – Current Rate	2.0%
– Maximum Rate	3.5%

	Principal	Interest	Total
2020	\$220,000	\$100,240	\$320,240
2021	\$225,000	\$96,390	\$321,390
2022	\$230,000	\$91,890	\$321,890
2023	\$235,000	\$86,830	\$321,830
2024	\$240,000	\$81,190	\$321,190

II. GEFA/SRF Loans

	2014 DWSRF (Water)	2015 CWSRF (Sewerage)	2017 DWSRF (Meters)
Balance 4/1/2019	\$488,703	\$429,097	\$500,506
Amortization	20 years	20 years	20 years
Interest Rate	1.71%	2.03%	0.50%
Estimated Annual Payment	\$28,872	\$26,171	\$26,304

WATER PRODUCTION AND SUPPLY



Water Production and Supply Summary

<i>Month and Year</i>	<i>Spring (Gal)</i>	<i>Wells (Gal)</i>	<i>Purchased (Gal)</i>	<i>Total (Gal)</i>	<i>Sold to Customers (Gal)</i>
December 2017	2,785,200	4,072,500	938,000	7,795,700	5,403,403
January 2018	2,806,700	4,197,800	738,000	7,742,500	6,331,771
February 2018	2,583,800	4,057,100	1,775,000	8,415,900	5,562,972
March 2018	2,901,600	4,476,500	29,000	7,407,100	5,580,690
April 2018	2,839,100	4,263,400	664,000	7,766,500	6,429,840
May 2018	3,065,200	5,343,900	470,000	8,879,100	6,206,250
June 2018	2,902,500	4,222,500	750,000	7,875,000	6,506,370
July 2018	2,698,000	4,251,400	1,547,000	8,496,400	6,524,800
August 2018	2,687,600	4,293,800	1,512,000	8,493,400	6,513,630
September 2018	2,503,100	4,430,000	1,062,000	7,995,100	7,050,870
October 2018	2,478,200	5,176,800	308,000	7,963,000	7,153,480
November 2018	2,323,900	5,179,700	--*	7,503,600	6,716,320
<i>*Cut-off November 2018</i>					
<i>Pumped</i>				96,334,300	
<i>Billed (78.9%)</i>					75,980,400
<i>Non-Revenue (21.1%)</i>					20,353,900

Revenue Model - Current Water		Avg. Consumption	Minimum Volume	Rates	Incremental Volume
Residential Inside (W02, W12)	0-1500	792	1,500	20.00	1,000
	1500-5000	2,967	1,500	4.80	1,000
	5000-10000	6,174	1,500	5.15	1,000
	over 10000	11,166	1,500	5.45	1,000
Residential Outside (W03, W13)	0-1500	913	1,500	29.90	1,000
	1500-5000	3,284	1,500	6.90	1,000
	5000-10000	6,485	1,500	7.45	1,000
	over 10000	17,870	1,500	8.05	1,000
Commercial Inside (W04, W07, W08, W11)	0-1500	420	1,500	28.75	1,000
	1500-5000	2,757	1,500	5.15	1,000
	5000-10000	7,470	1,500	5.75	1,000
	over 10000	48,101	1,500	6.30	1,000
Commercial Outside (W05, W06)	0-1500	635	1,500	40.25	1,000
	1500-5000	2,810	1,500	5.75	1,000
	5000-10000	9,133	1,500	6.30	1,000
	over 10000	-	1,500	6.90	1,000

		# of Customers	Average Bill	Monthly Rev	Annual Revenue
Residential Inside (W02, W12)	0-1500	220	\$ 20.00	\$ 4,400.00	\$ 52,800.00
	1500-5000	707	\$ 27.04	\$ 19,116.88	\$ 229,402.50
	5000-10000	155	\$ 42.85	\$ 6,641.47	\$ 79,697.64
	over 10000	15	\$ 68.90	\$ 1,033.57	\$ 12,402.85
Residential Outside (W03, W13)	0-1500	13	\$ 29.90	\$ 388.70	\$ 4,664.40
	1500-5000	59	\$ 42.21	\$ 2,490.37	\$ 29,884.40
	5000-10000	24	\$ 65.11	\$ 1,562.72	\$ 18,752.62
	over 10000	6	\$ 154.65	\$ 927.92	\$ 11,135.05
Commercial Inside (W04, W07, W08, W11)	0-1500	53	\$ 28.75	\$ 1,523.75	\$ 18,285.00
	1500-5000	48	\$ 35.22	\$ 1,690.79	\$ 20,289.51
	5000-10000	20	\$ 60.98	\$ 1,219.59	\$ 14,635.08
	over 10000	44	\$ 315.56	\$ 13,884.56	\$ 166,614.78
Commercial Outside (W05, W06)	0-1500	2	\$ 40.25	\$ 80.50	\$ 966.00
	1500-5000	4	\$ 47.78	\$ 191.13	\$ 2,293.56
	5000-10000	1	\$ 86.41	\$ 86.41	\$ 1,036.95
	over 10000	-	\$ -	\$ -	\$ -

Estimated Annual Revenue \$ **662,860.34**

Total Monthly Consumption (gallons billed) **6,306,629**

Total Annual Consumption (gallons billed) **75,679,548**

Revenue Model - Proposed Water		Avg. Consumption	Minimum Volume	Rates	Incremental Volume
Residential Inside (W02, 12)	0-1500	792	1,500	21.00	1,000
	1500-5000	2,967	1,500	5.00	1,000
	5000-10000	6,174	1,500	5.25	1,000
	over 10000	11,166	1,500	5.50	1,000
Residential Outside (W03, 13)	0-1500	913	1,500	31.00	1,000
	1500-5000	3,284	1,500	7.00	1,000
	5000-10000	6,485	1,500	7.50	1,000
	over 10000	17,870	1,500	8.00	1,000
Commercial Inside (W04, 07)	0-1500	420	1,500	31.00	1,000
	1500-5000	2,757	1,500	7.00	1,000
	5000-10000	7,470	1,500	7.50	1,000
	over 10000	48,101	1,500	8.00	1,000
Commercial Outside	0-1500	635	1,500	42.00	1,000
	1500-5000	2,810	1,500	7.00	1,000
	5000-10000	9,133	1,500	7.50	1,000
	over 10000	-	1,500	8.00	1,000

		# of Customers	Average Bill	Monthly Rev	Annual Revenue
Residential Inside	0-1500	220	\$ 21.00	\$ 4,620.00	\$ 55,440.00
	1500-5000	707	\$ 28.33	\$ 20,031.25	\$ 240,374.94
	5000-10000	155	\$ 44.67	\$ 6,923.17	\$ 83,078.08
	over 10000	15	\$ 71.16	\$ 1,067.45	\$ 12,809.34
Residential Outside	0-1500	13	\$ 31.00	\$ 403.00	\$ 4,836.00
	1500-5000	59	\$ 43.49	\$ 2,565.79	\$ 30,789.50
	5000-10000	24	\$ 66.64	\$ 1,599.30	\$ 19,191.60
	over 10000	6	\$ 155.96	\$ 935.76	\$ 11,229.12
Commercial Inside	0-1500	53	\$ 31.00	\$ 1,643.00	\$ 19,716.00
	1500-5000	48	\$ 39.80	\$ 1,910.44	\$ 22,925.23
	5000-10000	20	\$ 74.03	\$ 1,480.55	\$ 17,766.63
	over 10000	44	\$ 397.80	\$ 17,503.38	\$ 210,040.61
Commercial Outside	0-1500	2	\$ 42.00	\$ 84.00	\$ 1,008.00
	1500-5000	4	\$ 51.17	\$ 204.68	\$ 2,456.16
	5000-10000	1	\$ 97.50	\$ 97.50	\$ 1,169.97
	over 10000	-	\$ -	\$ -	\$ -

Estimated Annual Revenue **\$ 732,831.18**

Total Monthly Consumption (gallons billed) **6,306,629**

Total Annual Consumption (gallons billed) **75,679,548**

Revenue Model - Current Sewer		Avg. Consumption	Minimum Volume	Rates	Incremental Volume
Residential Inside (S02, S12)	0-1500	874	1,500	23.00	1,000
	1500-5000	2,792	1,500	6.30	1,000
	5000-10000	6,228	1,500	6.90	1,000
	over 10000	14,298	1,500	7.45	1,000
Residential Outside (S03, S13)	0-1500	1,077	1,500	34.50	1,000
	1500-5000	3,063	1,500	8.05	1,000
	5000-10000	-	1,500	8.60	1,000
	over 10000	-	1,500	9.20	1,000
Commercial Inside (S04,S07,S08,S11)	0-1500	605	1,500	57.50	1,000
	1500-5000	2,878	1,500	8.05	1,000
	5000-10000	7,408	1,500	8.60	1,000
	over 10000	51,633	1,500	9.20	1,000
Commercial Outside (S05, S06)	0-1500	-	1,500	69.00	1,000
	1500-5000	2,948	1,500	8.60	1,000
	5000-10000	-	1,500	9.20	1,000
	over 10000	-	1,500	10.90	1,000

		# of Customers	Average Bill	Monthly Rev	Annual Revenue
Residential Inside (S02, S12)	0-1500	186	\$ 23.00	\$ 4,278.00	\$ 51,336.00
	1500-5000	648	\$ 31.14	\$ 20,178.46	\$ 242,141.53
	5000-10000	152	\$ 53.52	\$ 8,135.53	\$ 97,626.32
	over 10000	13	\$ 111.57	\$ 1,450.41	\$ 17,404.94
Residential Outside (S03, S13)	0-1500	1	\$ 34.50	\$ 34.50	\$ 414.00
	1500-5000	4	\$ 47.08	\$ 188.33	\$ 2,259.94
	5000-10000	-	\$ 19.68	\$ -	\$ -
	over 10000	-	\$ 13.68	\$ -	\$ -
Commercial Inside (S04,S07,S08,S11)	0-1500	48	\$ 57.50	\$ 2,760.00	\$ 33,120.00
	1500-5000	34	\$ 68.59	\$ 2,332.21	\$ 27,986.58
	5000-10000	18	\$ 106.38	\$ 1,914.86	\$ 22,978.28
	over 10000	44	\$ 511.70	\$ 22,514.76	\$ 270,177.08
Commercial Outside (S05, S06)	0-1500	-	\$ 69.00	\$ -	\$ -
	1500-5000	2	\$ 81.45	\$ 162.91	\$ 1,954.87
	5000-10000	-	\$ 53.10	\$ -	\$ -
	over 10000	-	\$ 36.10	\$ -	\$ -

Estimated Annual Revenue \$ **767,399.54**

Total Monthly Collection (gallons) **5,655,624**

Total Annual Collection (gallons) **67,867,488**

Revenue Model - Proposed Sewer		Avg. Consumption	Minimum Volume	Rates	Incremental Volume
Residential Inside (S02, S12)	0-1500	874	1,500	25.00	1,000
	1500-5000	2,792	1,500	7.00	1,000
	5000-10000	6,228	1,500	8.00	1,000
	over 10000	14,298	1,500	9.00	1,000
Residential Outside (S03, S13)	0-1500	1,077	1,500	37.50	1,000
	1500-5000	3,063	1,500	8.50	1,000
	5000-10000	-	1,500	9.50	1,000
	over 10000	-	1,500	10.50	1,000
Commercial Inside (S04,S07,S08,S11)	0-1500	605	1,500	60.00	1,000
	1500-5000	2,878	1,500	8.50	1,000
	5000-10000	7,408	1,500	9.50	1,000
	over 10000	51,633	1,500	10.50	1,000
Commercial Outside (S05, S06)	0-1500	-	1,500	75.00	1,000
	1500-5000	2,948	1,500	10.00	1,000
	5000-10000	-	1,500	11.00	1,000
	over 10000	-	1,500	12.00	1,000

		# of Customers	Average Bill	Monthly Rev	Annual Revenue
Residential Inside (S02, S12)	0-1500	186	\$ 25.00	\$ 4,650.00	\$ 55,800.00
	1500-5000	648	\$ 34.04	\$ 22,060.51	\$ 264,726.14
	5000-10000	152	\$ 59.32	\$ 9,017.25	\$ 108,206.98
	over 10000	13	\$ 128.18	\$ 1,666.37	\$ 19,996.39
Residential Outside (S03, S13)	0-1500	1	\$ 37.50	\$ 37.50	\$ 450.00
	1500-5000	4	\$ 50.79	\$ 203.14	\$ 2,437.70
	5000-10000	-	\$ 19.75	\$ -	\$ -
	over 10000	-	\$ 9.75	\$ -	\$ -
Commercial Inside (S04,S07,S08,S11)	0-1500	48	\$ 60.00	\$ 2,880.00	\$ 34,560.00
	1500-5000	34	\$ 71.71	\$ 2,438.30	\$ 29,259.62
	5000-10000	18	\$ 112.62	\$ 2,027.21	\$ 24,326.53
	over 10000	44	\$ 574.40	\$ 25,273.47	\$ 303,281.60
Commercial Outside (S05, S06)	0-1500	-	\$ 75.00	\$ -	\$ -
	1500-5000	2	\$ 89.48	\$ 178.96	\$ 2,147.52
	5000-10000	-	\$ 55.00	\$ -	\$ -
	over 10000	-	\$ 45.00	\$ -	\$ -

Estimated Annual Revenue **\$ 845,192.49**



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 14

SUBJECT: HISTORIC PRESERVATION COMMISSION ORDINANCE AMENDMENT

CITY COUNCIL MEETING DATE: 03/02/2020

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: **FIRST READING**

AN ORDINANCE TO ELIMINATE ANY TERM LIMITS FOR SERVICE BY MEMBERS OF THE CITY OF DAWSONVILLE HISTORIC PRESERVATION COMMISSION MEMBERS, TO CLARIFY THE CERTIFICATE OF APPROPRIATENESS PROCEDURE AND APPEAL PROCESS, AND FOR OTHER PURPOSES.

FIRST READING: MARCH 2, 2020; SECOND READING AND ADOPTION: MARCH 16, 2020

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Dana Miles, City Attorney

First Reading: _____

Second Reading: _____

Passed: _____

AN ORDINANCE TO ELIMINATE ANY TERM LIMITS FOR SERVICE BY MEMBERS OF THE CITY OF DAWSONVILLE HISTORIC PRESERVATION COMMISSION MEMBERS, TO CLARIFY THE CERTIFICATE OF APPROPRIATENESS PROCEDURE AND APPEAL PROCESS, AND FOR OTHER PURPOSES.

WHEREAS, members of the City of Dawsonville Historic Preservation Commission currently have a two consecutive term limit under the existing ordinance;

WHEREAS, members of the Historic Preservation Commission have significant background in the history, architecture, building, preservation, planning or related fields and receive at City expense additional training in the field of Historic Preservation in order to enable them to better achieve the goals of Historic Preservation in the City;

WHEREAS, the Mayor and Council desire to amend the existing ordinance to allow the continued service of these highly qualified and trained individuals beyond a two consecutive term limit and to eliminate any term limits for service by the members of the Historic Preservation Commission; and

WHEREAS, the Mayor and Council desire to clarify the existing provisions and timeframes related to the procedures for obtaining a Certificate of Appropriateness in the Historic District of Dawsonville and the appeal procedure related to the same.

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

SECTION 1.

Subpart B, Chapter 104, Subsection 104-21 (c) of the Code of Ordinances for the City of Dawsonville is hereby amended by repealing existing Subsection 104-21(c) in its entirety and replacing it with a new Subsection 104-21(c) to read as follows:

Sec. 104-21. - Creation of historic preservation commission.

(c) Commission members: Number, appointment, terms and compensation: The commission shall consist of five members appointed by the mayor and ratified by the city council. All members shall be residents of City of Dawsonville and shall be persons who have demonstrated special interest, experience or education in history, architecture or the preservation of historic resources.

To the extent available in the city, at least three members shall be appointed from among professionals in the disciplines of architecture, history, architectural history, planning, archaeology or related professions.

Members shall serve three-year terms. In order to achieve staggered terms, initial appointments shall be: one member for one year; two members for two years; and two members for three years. Members shall not receive a salary, although they may be reimbursed for expenses.

SECTION 2.

Subpart B, Chapter 104, Subsection 104-23 (h), Subsection 104-23 (k) and Subsection 104-23 (n) of the Code of Ordinances for the City of Dawsonville is hereby amended by repealing existing Subsection 104-21(h), Subsection 104-23 (k) and Subsection 104-23 (n) in their entirety and replacing them with a new Subsection 104-23 (h), Subsection 104-23 (k) and Subsection 104-23 (n) to read as follows:

Sec. 104-23. - Application to preservation commission for certificates of appropriateness.

(h) Deadline for approval or rejection of application for certificate of appropriateness:

(1) Absent emergent circumstances or a continuance to the next meeting for more information with the consent of the applicant, the commission shall approve or reject an application for a certificate of appropriateness within 60 days after the publication date of notice required by Subsection 104-23 (e). Evidence of approval shall be by a certificate of appropriateness issued by the commission. Notice of the issuance or denial of a certificate of appropriateness shall be sent to the applicant and all other persons who have requested such notice in writing filed with the commission.

(2) Absent emergent circumstances or a continuance to the next meeting for more information with the consent of the applicant, failure of the commission to act within said 60 days shall constitute approval, and no other evidence of approval shall be needed.

(k) Certificate of appropriateness void if construction not commenced and timely completed: A certificate of appropriateness shall become void unless construction is commenced within 6 months of date of issuance and completed within 18 months of date of issuance. A certificate of appropriateness is renewable in the discretion of the Planning Director for a period of an additional 6 months upon application for renewal being timely filed before the expiration of the initial 18-month period.

(n) Appeals: Any person adversely affected by any determination made by the commission relative to the issuance or denial of a certificate of appropriateness may appeal such determination to the City of Dawsonville City Council. Any such appeal must be filed with the City Council within 15 days after the issuance of the determination pursuant to subsection [104-23\(h\)\(1\)](#) of this article or, in the case of a failure of the commission to act, within 15 days of the expiration of the 60-day period allowed for the commission action pursuant to subsection [104-23\(h\)\(2\)](#) of this article. The City Council will set an appeal hearing date and provide notice of the same to the appellant and the public. Absent exigent circumstances or a continuance agreed to by the appellant, the appeal hearing will be held within 30 days of the filing of the appeal. The hearing will comply with due process and such rules of procedure that may be adopted by the City Council. The City Council may approve, modify, or reject the determination made by the commission. Appeals from the decision of the City Council may be taken to the Superior Court of Dawson County by petition for writ of certiorari.

SECTION 3.

All other Subsections of Section 104-21 and Section 104-23 not expressly modified hereinabove are reaffirmed and validated as they currently exist. If any section, provision or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid.

It is hereby declared as the intent that this Ordinance would have been adopted had such invalid portion not been included herein.

SECTION 4.

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

SECTION 5.

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

SO ADOPTED AND ORDAINED by the City Council of Dawsonville, Georgia, this _____ day of _____, 2020.

**MAYOR AND DAWSONVILLE CITY
COUNCIL**

By: _____
Mike Eason, Mayor

Caleb Phillips, Council Member Post 1

Stephen Tolson, 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 # 15

SUBJECT: ANIMAL CONTROL BOARD DEFINITION ORDINANCE AMENDMENT

CITY COUNCIL MEETING DATE: 03/02/2020

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: **FIRST READING**

AN ORDINANCE TO DEFINE THE COMPOSITION OF THE ANIMAL CONTROL BOARD, PROVIDE A METHOD OF APPOINT TO THE SAME, AND PROVIDE FOR STAGGERED TERMS OF BOARD MEMBERS; AND FOR OTHER PURPOSES.

FIRST READING: MARCH 2, 2020; SECOND READING AND ADOPTION: MARCH 16, 2020

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Dana Miles, City Attorney

First Reading: _____

Second Reading: _____

Passed: _____

AN ORDINANCE TO DEFINE THE COMPOSITION OF THE ANIMAL CONTROL BOARD, PROVIDE A METHOD OF APPOINT TO THE SAME, AND PROVIDE FOR STAGGERED TERMS OF BOARD MEMBERS; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Council of the City of Dawsonville wish to clarify and define the composition of, and method of appointment to, the Animal Control Board;

WHEREAS, the revision will streamline and make more effective the operation of the Animal Control services provided by the City of Dawsonville; and

WHEREAS, the Mayor and Council desire to adopt the following Animal Control Board amendment.

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

SECTION 1.

The definition of “Animal Control Board,” as set forth in Subpart A, Chapter 4, Section 1 of the Code of the City of Dawsonville, Georgia, is hereby amended by repealing the existing definition of “Animal Control Board” and replacing it with a new definition of “Animal Control Board” as follows:

Sec. 4-1. – Definitions.

Animal Control Board means those individuals appointed to render opinions on classification of dangerous and vicious dogs pursuant to the state Responsible Dog Ownership Law as codified, and hereafter amended, at O.C.G.A. § 4-8-20 *et seq.* and as further set forth below:

- (1) The Animal Control Board shall consist of three members, all of which shall be Dawson County residents; provided that at least two of the three members are residents of the City of Dawsonville.
- (2) The members of the Animal Control Board shall be nominated by the Mayor and confirmed and approved by the City Council.
- (3) At least two of the three members shall have some knowledge or background relevant to the execution of their duties. For example, members should have some experience with owning and caring for animals. Notwithstanding the previous provision, nothing in this subsection shall be interpreted to mean that any member of the Animal Control Board must be a veterinarian.
- (4) Members of the Animal Control Board shall serve three-year terms. In order to achieve staggered terms, initial appointments shall be: one member for one year; one member for two years; and one member for three years. Members shall not receive a salary, although they may be reimbursed for expenses.

SECTION 2.

All other portions of Section 4-1 not expressly modified hereinabove are reaffirmed and validated as they currently exist. If any section, provision or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent that this Ordinance would have been adopted had such invalid portion not been included herein.

SECTION 3.

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

SECTION 4.

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

SO ADOPTED AND ORDAINED by the City Council of Dawsonville, Georgia, this _____ day of _____, 2020.

**MAYOR AND DAWSONVILLE CITY
COUNCIL**

By: _____
Mike Eason, Mayor

Caleb Phillips, Council Member Post 1

Stephen Tolson, Council Member Post 2

John Walden, Council Member Post 3

Mark French, Council Member Post 4

ATTESTED TO BY:

Beverly A. Banister, City Clerk