MINUTES
CITY COUNCIL REGULAR MEETING
JUNE 6, 2016
5:00 P.M.

CALL TO ORDER: Mayor Grogan called the meeting to order at 5:00 p.m.

ROLL CALL: Present were Mayor W. James Grogan, Councilmember Angie Smith, Councilmember Caleb Phillips, Councilmember Jason Power, Councilmember Mike Sosebee, City Attorney Dana Miles, City Manager David Headley, City Clerk Bonnie Warne, Public Works Dept. Trampas Hansard, and Utility Billing Beverly Banister.

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

AGENDA: Motion to approved the agenda as amended to include adding Jason Power for the GMA training at Jekyll Island Aug 12th by: J. Power/C. Phillips. Vote carried unanimously in favor.

MINUTES: Motion to approve the minutes of the regular meeting May 2, 2016 and the work session May 16, 2016 by: M. Sosebee/J. Power. Vote carried unanimously in favor.

Memorandum of Understanding (MOU) with DDA and DDA Budget FY 2016-17: Motion to approve the MOU and budget by: J. Power/M. Sosebee. Vote carried unanimously in favor. (Exhibit A)

Statewide Mutual Aide and Assistance Agreement: Motion to assign Appendix A as Mayor, Mayor Pro-tem and City Manager and Appendix B as City Manager and City Clerk and approve the Agreement by: C. Phillips/J. Power. Vote carried unanimously in favor. (Exhibit B)

Bids for New Truck for Utilities Dept. from SPLOST: Motion to approve the bid of Chestatee Ford at $22,936.20 by: M. Sosebee/J. Power. Vote carried unanimously in favor. (Exhibit C)

Set Special Called Council Meeting for June 20th at 5:00 pm for Budget Hearing: Motion to approve changing the June 20th work session to a special called meeting at 5 pm by: J. Power/A. Smith. Vote carried unanimously in favor.

GMA Training – Aug 12th at Jekyll Island - for Mayor Grogan and Jason Power: Motion to approve the training by: C. Phillips/M. Sosebee. Vote carried unanimously in favor.

PUBLIC HEARINGS:
An Ordinance To Amend The Utilities Code On Water And Sewer Rates By Repealing Existing Section 14-22; To Provide For New Section 14-22; To Amend The Administration Code On Finance And Fee Schedules As To Water And Sewer Service By Amending The Existing Section 2-110 So As To Provide For New Rates Applicable To Section 14-22; To Provide For An Amended Section 2-110; To Provide For An Effective Date And For Other Purposes. 2nd Reading

The public hearing was unanimously opened by: J. Power/A. Smith. Attorney Dana Miles presented the ordinance. Nobody spoke in favor or opposition. The public hearing was unanimously closed by: J. Power/M. Sosebee. Attorney Miles mentioned that this is the second reading and ready for a vote. Motion to approve by: M. Sosebee/C. Phillips. Vote carried unanimously in favor. (Exhibit D)

To Hear the City of Dawsonville Proposed Budget FY 2016-2017 – 1st Reading: The public hearing was unanimously opened by: A. Smith/J. Power. Attorney Dana Miles presented the budget for FY 2016-17. Nobody spoke in favor or opposition. The public hearing was unanimously closed by: A. Smith/C. Phillips. Attorney Miles mentioned that this is the first reading so no vote required, and the second reading is set for June 20th.

REPORTS:

City Manager David Headley updated Council on the progress with the Park design by Kimley-Horn with a goal to present to Council at the next work session and for an open meeting in Aug, the Downtown Revitalization plan will be submitted to GDOT by Turnipseed Engineers which is about a 45 day process, Well 110 found that the pump was not installed properly and the neighboring well is pulling our water down.

City Clerk Bonnie Warne updated Council that the April 2016 bank statements are all balanced with no discrepancies. Recap on LOST, SPLOST VI, SPLOST V and the 7 GEFA Draws. The revenue and expenditures are in budget except for the Enterprise Fund which is over 4%.

Public Works Trampas Hansard reported that the roof on city hall is scheduled to be repaired on June 13th and June 27th. The sign at the cemetery, Dawsonville Memorial Gardens, has been repaired with new lettering. Mike Sosebee inquired about the cemetery being out of alignment per Ted Bearden; David Headley to look into.

Council: Angie Smith mentioned the Family Connection fund raiser Celebrity Waiter is set for June 29th at Longhorn.

EXECUTIVE SESSION: At 5:35 p.m. the Council motioned to close regular session and go into executive session for the purpose of potential litigation by: J. Power/M. Sosebee; the vote carried unanimously.

At 6:28 p.m. the Council motioned to close executive session and to reconvene the regular meeting; the vote carried unanimously; M. Sosebee/J. Power.

ADJOURNMENT: With there being no further business to attend to the meeting closed and adjourned at 6:28 p.m. by; M. Sosebee/J. Power. Vote carried unanimously in favor.

By: CITY OF DAWSONVILLE

W. James Grogan

Mayor W. James Grogan

Caleb Phillips

Councilmember Caleb Phillips

Jason Power

Councilmember Jason Power

Angie Smith

Councilmember Angie Smith

Mike Sosebee

Councilmember Mike Sosebee

Attested: Bonnie Warne

Bonnie Warne, City Clerk

STATE OF GEORGIA
COUNTY OF DAWSON

AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

Mayor W. James Grogan, Council Member Caleb Phillips, Council Member Angie Smith, Council Member Jason Power and Council Member Mike Sosebee; being duly sworn, state under oath that the following is true and accurate to the best of their knowledge and belief:

1.

The City of Dawsonville Council met in a duly advertised called meeting on the June 6, 2016.

2.

During such meeting, the Board voted to go into closed session.

3.

The executive session was called to order at __5:35__ p.m.

4.

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

__√__ Consultation with the City Attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the City or any officer or employee or in which the City or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1);

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

_____ Discussion of future acquisition of real estate as provided by O.C.G.A. § 50-14-3(4);

_____ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a City officer or employee as provided in O.C.G.A. § 50-14-3(6);

_____ Other_____ as provided in:_____.

This 6th day of June, 2016; By the City of Dawsonville, Mayor and Council:

W. James Grogan
W. James Grogan, Mayor

Caleb Phillips, Council Member

Jason Power, Council Member

Angie Smith, Council Member

Mike Sosebee, Council Member

Sworn to and subscribed before me this

__6__ day of __June__, 2016.

Bonnie Warne
Notary Public
My Commission expires:

BONNIE M WARNE
NOTARY PUBLIC
DAWSON COUNTY, GEORGIA

MY COMMISSION EXPIRES:
JULY 24, 2017

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF DAWSONVILLE AND DAWSONVILLE DOWNTOWN DEVELOPMENT AUTHORITY

This Memorandum of Understanding (MOU) is made and entered into between the City of Dawsonville (hereinafter "City") and the Dawsonville Downtown Development Authority (hereinafter "DDA") for the purposes of complying with GASB No. 61, providing funds to the DDA to prepare its own budget and to operate and providing greater transparency in government.

The City and DDA agree to the following understanding:

1. The DDA will submit an itemized annual budget request to the City on or before May 15 of each year. In response, the City will approve an annual budget for the DDA in such amount as the City Council deems appropriate for the budget year beginning July 1.
2. As the DDA seeks to use budgeted funds, said funds shall be transferred to the DDA checking account by the City Clerk and expended thereafter by the DDA in accordance with the approved budget. The City will provide administrative services to the DDA through the City Clerk or her designee in assisting the DDA with preparing its budget, maintaining the DDA checking account and keeping all DDA financial records and minutes. *All DDA checks shall be signed by at least 2 members of the DDA Board.*
3. Financial Reports shall be compiled by the City Clerk on behalf of the DDA and presented to the City Council for review on a quarterly basis on October 10, January 10, April 10 and July 10.
4. The DDA will keep minutes showing all actions and approved expenditures by the DDA Board.
5. The City will provide annual audit services to the DDA through the City Auditor and assistance as needed by the City Attorney.
6. This MOU may be revised at any time by mutual agreement or terminated by either party upon thirty (30) days written notice to the other.

IN WITNESS HEREOF, the parties have executed the MOU as of the date first written above.

City of Dawsonville

W. James Grogan, Mayor

Attest:

Bonnie Warne, City Clerk

Dawsonville Downtown Development Authority

Gordon Pirkle, Chairman

Attest:

Seanie Zappendorf, Sec.-Treas.

EXHIBIT "A"

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: Dawsonville

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to on authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I
STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management Agency/Homeland Security (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

(1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).

(2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

(3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.

(4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.

(5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.

(6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.

(7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, (the Act) as amended and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

EXHIBIT "B"

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the agreement framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity; and,

2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

(1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V
LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI
LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statutory or case law.

ARTICLE VII
RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII
REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

(1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and

(2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and

(3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and

(4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX
IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2020. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

W. James Grogan
Chief Executive Officer - Signature

W. James Grogan
Chief Executive Officer – Print Name

County/Municipality: Dawsonville

Date: 06 / 06 / 2016

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: _____/_____/_____

EXHIBIT "B"

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for Dawsonville (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

W. James Grogan
Print Name

Mayor
Job Title/Position

W. James Grogan
Signature of Above Individual

Angie Smith
Print Name

Mayor Pro Tem
Job Title/Position

Angie Smith
Signature of Above Individual

David Headley
Print Name

City Manager
Job Title/Position

Signature of Above Individual

W. James Grogan
Chief Executive Officer - Signature

Date: 06 / 06 / 2016

W. James Grogan
Chief Executive Officer – Print Name

EXHIBIT "B"

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for

Dawsonville (county/municipality) for the purpose of reimbursement sought for mutual aid:

David Headley
Print Name

City Manager
Job Title/Position

David Headley
Signature of Above Individual

Bonnie Warne
Print Name

City Clerk
Job Title/Position

Bonnie McWarne
Signature of Above Individual

NONE
Print Name

NONE
Job Title/Position

NONE
Signature of Above Individual

W. James Grogan
Chief Executive Officer - Signature

Date: 06 / 06 / 2016

W. James Grogan
Chief Executive Officer – Print Name

EXHIBIT "B"

==> _____ Dealer: F21450

2016 F-150 Page: 1 of 2

Order No: E002 Priority: E4 Ord FIN: KL038 Order Type: 5B Price Level: 650
Ord PEP: 101A Cust/Flt Name: CITY OF DAWSO PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
F1E	F150 4X4 R/C	$31075	$29521.00	X27	3.31 REG AXLE	NC	NC
	122" WHEELBASE				6400# GVWR		
YZ	OXFORD WHITE				SELECTSHIFT		
A	VINYL 40/20/40	NC	NC	53B	CLASS IV HITCH	95	88.00
G	GRAY INTERIOR				AM/FM CD		
101A	EQUIP GRP	2055	1891.00		23 GAL TANK		
	.XL SERIES				FLEX FUEL		
	.POWER EQUIP GRP						
	.SYNC				TOTAL BASE AND OPTIONS	36015	31877.20
	.CRUISE CONTROL				XL MID DISCOUNT	(750)	(691.00)
	.BOXLINK				TOTAL	35265	31186.20
	.17"SILVER STEEL				*THIS IS NOT AN INVOICE*		
99F	5.0L V8 FFV ENG	1595	1468.00				
446	ELEC 6-SPD AUTO				* MORE ORDER INFO NEXT PAGE *		
	.265/70R-17 A/T				F8=Next		

2016 F-150 Page: 2 of 2

Order No: E002 Priority: E4 Ord FIN: KL038 Order Type: 5B Price Level: 650
Ord PEP: 101A Cust/Flt Name: CITY OF DAWSO PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
	SP DLR ACCT ADJ		$(1363.00)			
	SP FLT ACCT CR		(938.00)			
	FUEL CHARGE		8.20			
B4A	NET INV FLT OPT	NC	7.00			
	DEST AND DELIV	1195	1195.00			

TOTAL BASE AND OPTIONS	36015	31877.20
XL MID DISCOUNT	(750)	(691.00)
TOTAL	35265	31186.20

THIS IS NOT AN INVOICE

PRICE	$22936.20
TAVT	$0.00
TAG & TITLE	$0.00
TOTAL	$22936.20

ATT: JACOB BARR
706-344-2162

QUOTE FROM CHESTATEE FORD
BRENT ESCOE FLEET MANAGER

PHONE 706-867-4611
CELL 770-530-2093
CARSBYBRENT@GMAIL.COM

EXHIBIT "C"

FIRST READING 5/2/2016

PUBLISHED 4/27, 5/18 & 5/25

SECOND READING & PASSED 6/6/2016

AN ORDINANCE TO AMEND THE UTILITIES CODE ON WATER AND SEWER RATES BY REPEALING EXISTING SECTION 14-22; TO PROVIDE FOR NEW SECTION 14-22; TO AMEND THE ADMINISTRATION CODE ON FINANCE AND FEE SCHEDULES AS TO WATER AND SEWER SERVICE BY AMENDING THE EXISTING SECTION 2-110 SO AS TO PROVIDE FOR NEW RATES APPLICABLE TO SECTION 14-22; TO PROVIDE FOR AN AMENDED SECTION 2-110; TO PROVIDE FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City Council previously enacted the City of Dawsonville Water and Sewer Service Ordinance, the same being codified at Chapter 14, Article 2 of the Code of Dawsonville, Georgia;

WHEREAS, the City Council also previously enacted the City of Dawsonville Finance Ordinance, the same being codified at Chapter 2, Article 4 of the Code of Dawsonville, Georgia;

WHEREAS, the City has completed a water and sewer rate study accomplished by the engineering firm of G. Ben Turnipseed Engineers, Inc.;

WHEREAS, the Council has determined that it is in the best interest of the City of Dawsonville to revise its code to provide for a new water and sewer rate schedule as recommended by the rate study so as to ensure the solvency of the City of Dawsonville's Water and Sewer Department; and to make related changes to its Ordinances needed to achieve these purposes.

NOW THERFORE, pursuant to the authority granted to the City of Dawsonville by its Charter, the Council of the City of Dawsonville hereby ordains as follows:

SECTION 1. REPEAL OF EXISTING §14-22.

§ 14-22 of Chapter 14, Article 2 of the Code of Dawsonville Georgia is repealed in its entirety.

SECTION 2. ENACTMENT OF A NEW §14-22.

There is hereby adopted a new § 14-22 of Chapter 14, Article 2 of the Code of Dawsonville, Georgia that reads as follows:

Sec. 14-22. – Rate schedule.

(a) All water furnished by the City of Dawsonville to users or property situated within or without the corporate limits shall be metered and computed monthly and paid

EXHIBIT "D"

for at the rates set forth in section 2-110 of this Code, said rates to be first used in computing the monthly bill sent to customers in July 2016.

(b) All sewer service furnished by the City of Dawsonville to users or property situated within or without the corporate limits shall be computed monthly and paid at the rates set forth in section 2-110 of this Code, said rates to be first used in computing the monthly bill sent out to customers in July 2016.

(c) Upon the approval of the Utilities Director for the City of Dawsonville, individuals and entities may purchase water in bulk from the City at a rate set out in section 2-110 of this Code.

(d) Upon annual application to the City Clerk, individuals may be eligible to receive an annual exclusion of 15% from the applicable rates as set forth in section 2-110 of this Code for water and sewer service furnished by the City of Dawsonville to property situated within or without the corporate limits if the applicant meets the following requirements:

1) The applicant is age 65 or older at the time of application with the City Clerk;
2) The applicant has an annual income equal to or less than $25,000.00; and
3) The applicant is the record owner or lessee of the property to be serviced.

(e) Applications for annual exclusions under subsection (d) hereinabove shall be filed annually and, upon application, the applicant's qualification for the annual exclusion must be demonstrated by tendering to the City Clerk the following:

1) A valid Georgia driver's license, birth certificate, passport or other government issued identification card demonstrating the applicant's date of birth.
2) A social security statement or tax return demonstrating the annual income of the applicant; and
3) A recorded deed or executed lease demonstrating the applicant's right to possession of the property to be serviced.

(f) All applications for renewal of annual exclusions provided for in subsection (d) hereinabove shall be submitted from May 1 through and including June 30 of each successive calendar year and if not timely renewed, the exclusion shall lapse on June 30.

SECTION 3. REPEAL OF EXISTING § 2-110, Chapter 14

§ 2-110 of Chapter 2, Article 4 of the Code of Dawsonville Georgia is repealed <u>only</u> as it is applicable to § 14-22 of Chapter 14, Article 2 of the Code of Dawsonville Georgia.

SECTION 4. ENACTMENT OF A NEW §2-110, Limited to Chapter 14 (Utilities) § 14-22 only.

There is hereby adopted a new portion of § 2-110 of Chapter 2, Article 4 of the Code of Dawsonville Georgia applicable to § 14-22 of the Utility Code that reads as follows:

14-22(a). Water Service.

WITHIN THE CORPORATE LIMITS

Residential Water Users	
0 -1,500 gallons, minimum	$20.00
1,501 – 5,000, per 1,000 gallons	$4.80
5,001 – 10,000, per 1,000 gallons	$5.15
>10,000, per 1,000 gallons	$5.45

Commercial/Industrial Water Users	
0 -1,500 gallons, minimum	$28.75
1,501 – 5,000, per 1,000 gallons	$5.15
5,001 – 10,000, per 1,000 gallons	$5.75
>10,000, per 1,000 gallons	$6.30

OUTSIDE THE CORPORATE LIMITS

Residential Water Users	
0 -1,500 gallons, minimum	$29.90
1,501 – 5,000, per 1,000 gallons	$6.90
5,001 – 10,000, per 1,000 gallons	$7.45
>10,000, per 1,000 gallons	$8.05

Commercial/Industrial Water Users	
0 -1,500 gallons, minimum	$40.25
1,501 – 5,000, per 1,000 gallons	$5.75
5,001 – 10,000, per 1,000 gallons	$6.30
>10,000, per 1,000 gallons	$6.90

14-22(b). Sewer service:

WITHIN THE CORPORATE LIMITS

Residential Sewer Users	
0 -1,500 gallons, minimum	$23.00
1,501 – 5,000, per 1,000 gallons	$6.30
5,001 – 10,000, per 1,000 gallons	$6.90
>10,000, per 1,000 gallons	$7.45

EXHIBIT "D"

Commercial/Industrial Sewer Users	
0 -1,500 gallons, minimum	$57.50
1,501 – 5,000, per 1,000 gallons	$8.05
5,001 – 10,000, per 1,000 gallons	$8.60
>10,000, per 1,000 gallons	$9.20

OUTSIDE THE CORPORATE LIMITS

Residential Sewer Users	
0 -1,500 gallons, minimum	$34.50
1,501 – 5,000, per 1,000 gallons	$8.05
5,001 – 10,000, per 1,000 gallons	$8.60
>10,000, per 1,000 gallons	$9.20

Commercial/Industrial Water Users	
0 -1,500 gallons, minimum	$69.00
1,501 – 5,000, per 1,000 gallons	$8.60
5,001 – 10,000, per 1,000 gallons	$9.20
>10,000, per 1,000 gallons	$10.90

14-22(c). Bulk water purchase from the City of Dawsonville Water Plant by truck or portable device:

First 1,000 gallons or any portion thereof $8.00

Any additional 1,000 gallons or any portion thereof $8.00

(By way of example, if an approved user obtains 700 gallons of water from the City by truck or portable device, the fee charged shall be $8.00; if an approved user obtains 1,000 gallons of water by truck or portable device the fee charged shall be $8.00; if an approved user obtains 1,100 gallons of water by truck or portable device the fee charged shall be $16.00.)

SECTION 5. NO EFFECT AS TO REMAINING PROVISIONS OF § 2-110.

This Amendment specifically restates and incorporates § 2-110 of Chapter 2, Article 4 of the Code of Dawsonville Georgia except as provided herein. To the extent this Amendment repeals and replaces provisions of the previously enacted § 2-110 of Chapter 2, Article 4 of the Code of Dawsonville Georgia, this Amendment shall control.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall become effective upon its approval by the City Council of the City of Dawsonville, Georgia.

EXHIBIT "D"

APPROVED this 6th day of June, 2016 by the Mayor and Council of the City of Dawsonville, Georgia.

CITY OF DAWSONVILLE

W. James Grogan, Mayor

Caleb Phillips, Council Member

Jason Power, Council Member

Angie Smith, Council Member

Mike Sosebee, Council Member

ATTESTED TO BY:

Bonnie Warne, City Clerk

(SEAL)

EXHIBIT "D"