



# CITY OF DAHLONEGA

## Council Work Session Agenda

September 19, 2022, 4:00 PM

Gary McCullough Council Chambers, Dahlonaga City Hall

---

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 706-864-6133.

Vision - To be an open, honest, and responsive city, balancing preservation, and growth, and delivering quality services fairly and equitably by being good stewards of Dahlonaga's resources.

---

### OPEN MEETING

#### APPROVAL OF AGENDA

#### BOARDS & COMMITTEES:

- [1.](#) Cemetery Committee—August 2022  
Chris Worick, Committee Chairman
- [2.](#) Downtown Dahlonaga – August 2022  
Ariel Alexander, Downtown Manager

TOURISM: Sam McDuffie, Tourism Director

- [3.](#) DLCVB Tourism Report  
Sam McDuffie, Tourism Director

#### DEPARTMENT REPORTS:

- [4.](#) Community Development – August 2022  
Jameson Kinley, Planning and Zoning Administrator
- [5.](#) Dahlonaga Police Department – August 2022  
George Albert, Chief of Police
- [6.](#) Finance and Administration Department - August 2022  
Allison Martin, Finance Director
- [7.](#) Public Works - August 2022  
Mark Buchanan, PW Director/City Engineer
- [8.](#) Water & Wastewater Treatment Department Report - August 2022  
John Jarrard, Water/Wastewater Treatment Director

#### ITEMS FOR DISCUSSION:

9. LOST - Local Option Sales Tax  
JoAnne Taylor, Mayor
- [10.](#) Resolution 2022-15 and Intergovernmental Agreement for use and distribution of proceeds generated by the 2023 transportation special purpose local option sales tax referendum  
Doug Parks, City Attorney
- [11.](#) Ordinance 2022-12: Ordinance to allow for commercial walking tours of Mount Hope Cemetery.

Doug Parks, City Attorney

[12.](#) Ordinance 2022-13 - Cross-connection

Mark Buchanan, City Engineer & John Jarrard, JWS

[13.](#) Choice Street Parking Lot Resurfacing

Vince Hunsinger, Capital Projects Manager

[14.](#) Project # 2021-019 Choice Street Sidewalk

Vince Hunsinger, Capital Project Manager

[15.](#) Proposed Construction Easement Pinetree Way

Allison Martin, Finance Director

[16.](#) Intergovernmental Service Agreement – Downtown Development Authority

Allison Martin, Finance Director

[17.](#) Resolution 2022-14 - FY22 Budget Amendment for Additional Tourism Funds

Allison Martin, Finance Director

[18.](#) 2023 Employee Benefits Program

Allison Martin, Finance Director

Matt Bidwell, MSI Benefits Group, Inc.

COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

ADJOURNMENT



## Department Report

---

Report Title: Cemetery Committee—August 2022

Report Highlight: August 30, 2022

Name and Title: Chris Worick, Committee Chairman

Recently Completed:

- New section for future burial plots has been staked off in Memorial Park.
- Surveillance camera placed near entrance of Mt. Hope.

Underway:

- Partnering with UNG Appalachian Studies Fall semester class.
- In the process of removing the veteran grave markers and grave flags from Memorial Park Cemetery in preparation for scheduled October maintenance. Turned over markers and flags to the Lumpkin County Veterans Association for future placement.

Upcoming:

- Recommend that the Cemetery Maintenance team spray the increased number of fire ant mounds which are present throughout Mt. Hope Cemetery.



## Department Report

---

Report Title: Downtown Dahlonega – August 2022  
Report Highlight: Maintaining work to complete tasks on Work Plan.  
Name and Title: Ariel Alexander, Downtown Manager

### Organization:

- Attended the Georgia Downtown Association's Annual Conference in downtown Macon, Georgia.
- Work was completed at Canopy and the Roots in conjunction with their façade grant. El Jimador is still working on their façade improvements. Met with another property owner to discuss a possible new façade grant application.
- Parking Solutions Committee staff is working on parking solutions research and pricing for a new signage system as well as thermoplastic roadway directional paint.
- Created agenda and survey documents for Walkabout. The walkabout will be held Thursday, September 22.
- Maintaining advocacy for the "First Step"/EDGE program implementation.
- Mailing renewal letters to those participating in the Wayfinding sign program.
- Mailing participation letters to property owners not yet participating in our historic bronze plaque program.
- Working with the Lumpkin County Development Authority in preparation for the Chamber's State of Economic Development presentation.

### Promotion:

- Creating fall programs print advertising as well as digital content.
- Ordered decals and brochures to implement new program: Dahlonega Selfie Spot Trail. 11 locations are currently on the map and will be promoted digitally as well.
- The First Friday Concert lineup is continuing as scheduled. Kurt Thomas will be performing in October.
- Working with the Dahlonega/Lumpkin Chamber and UNG to host the Lumpkin Youth Leadership Class in downtown. This is in conjunction with our education goal from the annual work plan.
- Continuing grand opening planning of the Head House.
- Reprinted Dahlonega Stories Walking Tour brochures and displayed them at the Visitor's Center. More copies are being ordered. Working on adding the digital version of the tour to the DDA website.
- Working on establishing a sponsorship system for all downtown programs in 2023. This will hopefully help expand our advertising abilities and even add more dates and entertainment.
- Continuing joint advertising efforts between the Chamber, UNG, and Lumpkin County School System.

Economic Vitality:

- Maintaining a “downtown database” for available properties, prospective tenants, and current property owners.

Design:

- Submitted a grant application to Go Georgia Arts for our very first mural downtown.
- Collecting contacts for local contractors and preservation experts to connect with owners interested in restoration work and repairs to historic buildings.
- Working to upload all historical images of buildings to the DDA website as a resource for preservation and restoration in future projects.
- Working with Public Works on several downtown improvement projects.

## Dahlonega-Lumpkin County Visitors Bureau Tourism Report

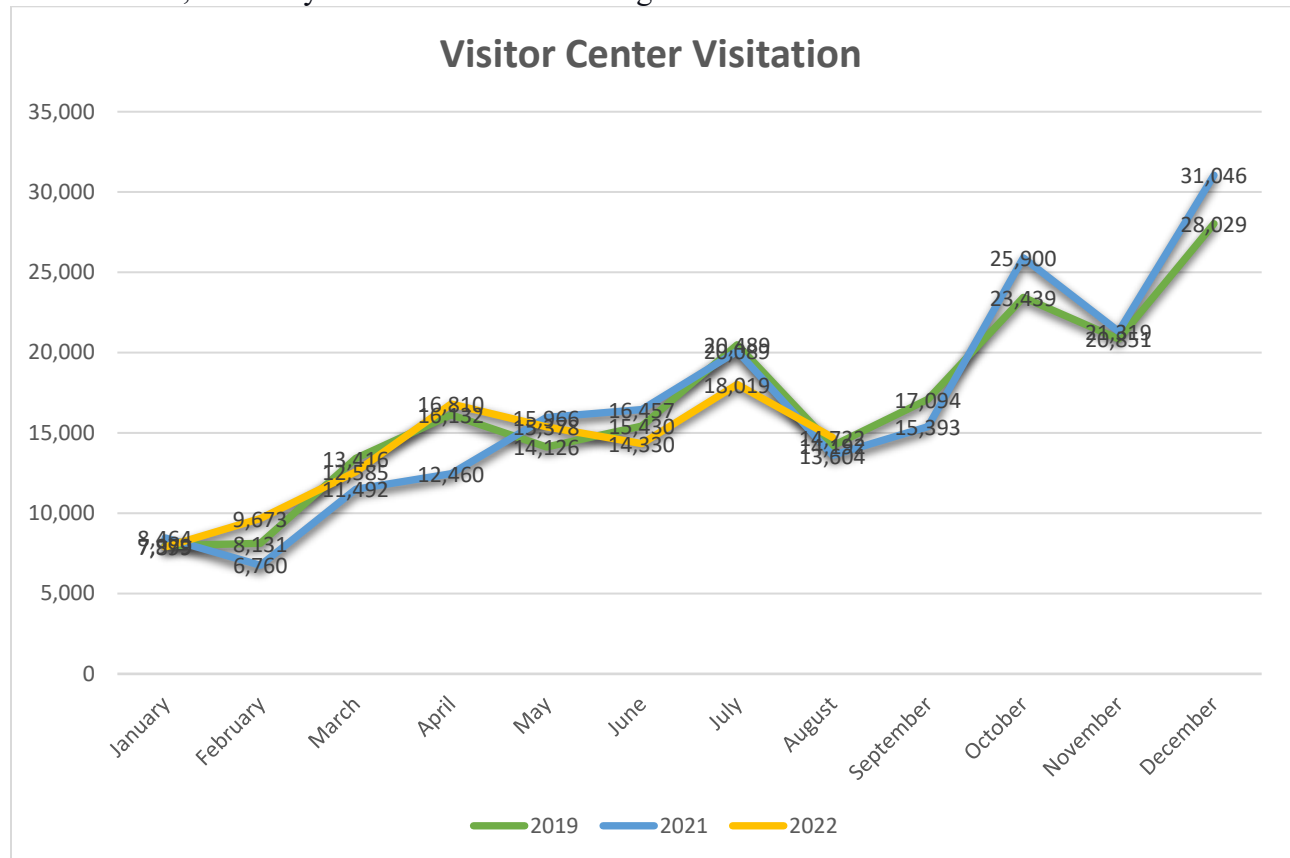
### City of Dahlonega Work Session - September 2022

This DLCVB has continued to see success in marketing our tourism industry in the City of Dahlonega and Lumpkin County. The report will highlight the Visitor Center visitation, current marketing accomplishments, State of Georgia Tourism Economic Impact and Visitor Spending, and future marketing initiatives.

#### Part I: Visitor Center

Our Visitor Center has seen a slight decline during June and July. We feel this has a lot to do with families and future guests being able to travel to more places than in the past two years, allowing themselves to take the “Big Trip” that they’ve had to delay over the last two years. Airlines are also reporting that more flights were booked, and more destinations allow international travel.

Even with visitation at the Visitor Center declining over the summer months, our hotel-motel tax has increased, and our year to date is still trending above 2019 and 2021 numbers.



## Part II: Marketing Accomplishments

- A. FAM Tour: August 10-12, 2022
  - a. We hosted five travel writers for 3 days and 2 nights. Our theme was Dig Into Dahlonega: A Mountain Gem.
  - b. Focused on History, Gold, Wine, Food, and Southern Hospitality.
  - c. Publications present were:
    - i. NFocus (Nashville)
    - ii. Chatter Magazine (Chattanooga)
    - iii. Orlando Magazine (Orlando)
    - iv. Vive Magazine (Greenville)
    - v. Cobb Life Magazine (Atlanta)
- B. Premion/Tegna Partnership (11 Alive)
  - a. 5 month campaign. Will end September 30
  - b. Connect TV Advertising – Atlanta DMA (90 miles S, E, W, N of Atlanta)
  - c. Seasonal Discover Dahlonega Commercials.
    - i. **658,096** Delivered Impressions to date
    - ii. **5,432** Hours Watched
    - iii. **99.06%** Video Completion Rate
- C. Media One Digital Marketing Campaign
  - a. Campaign has had 3 main focus areas
    - i. Paid Search
      - 1. Google Paid Search and Keywords
      - 2. Build our Brand Awareness (Dahlonega, GA)
      - 3. Keep people on our website longer.
        - a. Avg. Session Duration is **2:43**. (Industry average is under 1 min)
    - ii. Native Retargeting
      - 1. Strengthen our Brand Awareness
      - 2. Bring people back to our website through paid advertising.
    - iii. Content Activation
      - 1. Written blogs that sponsored ads.
        - a. Summer Adventure Blog. (**713,261** Impressions)
      - 2. Creation of a Geo-fence around the Dahlonega Historic Square
        - a. Have been able to track **5,352** people that of come to Dahlonega in June and July that have spent 2 hours in Dahlonega.
        - b. State of Georgia states that the average “DayTripper” spends \$80.00.
          - i.  $\$80 \times 5352 = \underline{\$428,160.00}$  potential revenue.

### **Part 3: State of Georgia Tourism Economic Impact and Visitor Spending**

- The State of Georgia released the Tourism Economic Impact numbers and Visitor Spending at the beginning of August.
- NE and NW Georgia have been combined into one region. The “Mountain Region” has 34

County	Lodging	Food & Beverage	Recreation	Retail	Transportation	Total	Growth Rate %
Fannin	137.7	56.7	12.3	43.3	22.5	272.5	59.1 %
White	87.0	55.7	15.9	44.7	26.2	229.5	50.3 %
Gilmer	65.5	29.6	8.0	21.7	14.0	138.9	48.8 %
Rabun	64.3	29.4	11.3	22.1	12.6	139.7	36.9 %
Hall	63.1	85.4	46.6	48.5	48.4	292.0	28.3 %
Barrow	57.5	46.9	15.6	33.9	26.2	180.2	30.8 %
Bartow	57.4	75.1	26.2	35.6	52.1	246.5	37.3 %
Union	43.0	21.2	8.1	23.3	6.3	102.0	18.8 %
Towns	41.8	21.9	6.1	15.4	9.6	94.7	36.3 %
Forsyth	37.7	56.2	26.9	36.3	30.8	187.9	34.5 %
Whitfield	36.1	49.8	15.8	27.1	32.8	161.7	51.5 %
Lumpkin	30.8	22.9	6.2	17.1	11.8	88.9	44.0 %
Cherokee	28.5	52.3	22.8	40.4	33.1	177.1	25.3 %
Dawson	28.3	18.2	5.6	37.3	8.3	97.7	25.8 %
Carroll	26.4	50.0	15.2	24.9	33.6	150.1	22.3 %

counties. Below is how Lumpkin County compares to other counties in our region.

- Lumpkin County ranks number 12 on Lodging Tax collected in our region with **\$30.8M**.
- Lumpkin County ranks in the top 7 of Visitor Spending Growth Rate are **44%**.
- Visitors Generate **\$6.8M** in State and local taxes for Lumpkin County
- Tourism saves each Lumpkin County household **\$577.00** in tax savings.



**Part 4: Future Tourism/Marketing Initiatives**

- A. Sozo Bear Commercial**
  - a.** We have one more commercial to film this year and it will highlight Dahlongega Christmas. Filming will begin during our Christmas Season. The commercial will be used to market our 2023 Christmas.
- B. Tourism Board Planning Session**
  - a.** Scheduled for October 19, 2022 at the Lumpkin County Parks and Recreation Heritage Room B from 10:00 AM to 2:00 PM. We would like to invite the Mayor and City Council members to attend or at least join us for lunch that day.
  - b.** This is where we plan our fiscal year and will have a presentation from our Premion/Tegna representative.
- C. Digital Marketing**
  - a.** We will continue to monitor our geo-fencing areas and hope to gather more information from our visitors that came to Dahlongega through our Marketing Campaigns
  - b.** We have now surpassed the 1-million mark of impressions, so we will now be able to monitor overnight guest, as well as, daytrippers.
- D. Paid Social Media Advertising**
  - a.** We are shifting our marketing efforts to new Geo-locations in coastal Georgia, Coastal South Carolina, Tampa Bay, and Birmingham.
  - b.** These marketing advertising will focus on Fall and Christmas in Dahlongega



# Department Report

---

Report Title: Community Development – August 2022  
Report Highlight: GAZA Summer 2022 Conference  
Name and Title: Jameson Kinley, Planning and Zoning Administrator

## Underway:

- WCWV carwash center, Morrison Moore Pkwy.
  - Working on the installation of the stormwater system and grading.
- The Laurel phase 2.
  - Working on the stormwater drainage system, retaining walls, and the units have gone vertical and are dry in.
- Head House project.
  - Rough-in was completed, wall sheeting installed, and temp to perm power connections completed.
- Cottrell Business center building.
  - The final building inspections were approved, by the State Fire Marshall and issued the CO for the building occupancy.
- The Main entrance to the college on South Chestatee is still under construction, grading preparation, curbing, and sidewalk, and in working progress for the new entrance to the college.
- Anderson Townhome on Morrison Moore Parkway.
  - Most of the debris removal of rock and soil has been removed. The site is almost at finalized approved grade. Working on the stormwater infrastructure. Still have an outlet structure and piping to install after installing the retaining wall.

## Under Review:

### 1) Sherman Green Phase III

The new plan submittal of the project has been received and will be under review planning soon.

2) The Ridge Project. Plans were received and are under the second revised comment for review. Still working on a few details before completing the reviewing and waiting for additional comments from the developer and engineering.

### 3) The Peaks.

The site plans are under revision and waiting on secondary comments.

### 4) BGM Dental Office.

Building plans approved. Waiting, for last-minute changes and completing the necessary comments on the site plan before approving.

5) McClean Carwash. Previously laundry center and exiting carwash bays were located behind Moe's and Dunkin Donuts.

---

Site plans received, comments addressed and waiting on a reply. The structural building plans were approved.

6) Bellamy Housing Apartment Units.

Site plans have been received and approved with the approval of using Happy Hollow Road for Construction entrance only at this time. LDP has been issued with a condition.

7) St Peter Lutheran Church, South Chestatee Street.

Site plans have been received and reviewed. Waiting on engineering to respond with the comments requested that were addressed.

8) The Summit Phase II.

The plan was received and rejected due to inadequate information received and non-completed items. Plans were sent back to the developer for resubmittal.

### Updates:

#### Historic Preservation Committee

- Did not meet in August due to the lack of discussion material
- Next Meeting September 26<sup>th</sup>

#### Planning Commission

- Last meeting discussed Variance application and sign ordinance changes
- Next Meeting October 4<sup>th</sup>

#### Historic Preservation Survey

- Completed and awaiting DCA approval
- Final document will be discussed at next HPC Work Session

### GAZA Summer 2022 Conference

#### HB 1405 Zoning Procedure Law

- Must amend our zoning ordinance by July 1<sup>st</sup> 2023
  - Effective date was July 1<sup>st</sup> 2022

#### Big Takeaways

- Rezoning return to de novo bench trials
- Variances and Special/Conditional Uses are “officially” considered quasi-judicial hearings
  - Question/concern brought up – Can Council sit as a Quasi-judicial agency (BZA)? They are considered a Legislative. Worth Discussion. Solution would be to give the variance power back to Planning Commission.
- Variances
  - Minimum 30 day notice
  - Letter to property owner(s)
  - Appointment of an agent for service and processing appeals
- Adds significant notation procedures when going from single-family to multi-family

Other topics of interest from conference

- Managing short term rentals
  - Gainesville/Hall has over 125 units and get \$9.3 million annually
- Build to Rent neighborhoods
  - Check out Paulding, Cherokee County, Woodstock, Holly Springs ordinances
- HB 1461 Annexations
  - City notifications of petition from 5 to 30 days
  - County “shot clock” changed from 30 to 45 days
  - Other contesting procedural changes
- On our radar (not passed through state)
  - HB 1093/ SB 494 Build-to-Rent Subdivisions
  - HB 302 – Local Permit Fees: Restrict mean of calculation/imposition
  - HB 1439 – DE annexation: make procedures the same as for annexation

	2021				2022				Total
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
Annexation Application									1
Building Permit - Commercial	2	2	1	1	1	2	4	4	19
Building Permit - Residential	8	9	2	12	3	9	1	19	82
Home Occupation Form	1								1
Certificate of Appropriateness						1			2
Cemetery/Columbarium -Purchase						2	2	2	13
Demolition Permit		1			1	1			4
Final Plat						1			1
Land Disturbance Permit		2	2	4	2	3	1	6	22
Minor Final Plat	1	4	2	1	2	5	4	3	29
Outside Sales and Dining				1					1
Pool/Spa Permit		1						1	3
Preliminary Plat									0
Open/Close of Cemetery Lot	1	4	3	1	3	4	1	4	34
Rezoning Permit	3		1		1			1	7
Short-Term Rental Application								1	1
Sign Permit	2	4	5	3	6	1	4	3	33
Tree Removal Permit					2	1		2	7
Variance Application	1								2
Visitation Cemetery Application		1						1	2
Zoning Verification Letter Request	19	28	16	25	4	2	19	42	13
Total									277
Inspections	126	99	144	90	76	134	88	79	1370
Revenue									
Occupational Tax	\$ 1,735.00	\$ 945.00	\$34,900.00	\$46,035.00	\$21,846.00	\$43,035.46	\$ 2,850.00	\$ 2,134.64	\$ 165,326.69
Permits/Cemetery	\$30,572.28	\$42,700.08	\$11,178.32	\$ 7,885.72	\$13,520.00	\$14,509.76	\$37,462.42	\$149,836.54	\$479,291.84



## Dahlonega Police Department

City of Dahlonega  
465 Riley Road  
Dahlonega, Ga 30533



DPD Daily Activity Report

Printed on September 1, 2022

<b>Officer:</b>	<b>Date:</b> 8/31/22
<b>Shift:</b>	<b>District:</b> CITY OF DAHLONEGA
<b>Radar:</b>	<b>Cal. Time:</b>
<b>Laser:</b>	<b>Cal. Time:</b>
<b>Number of Calls for Service:</b> 536	<b>Patrol Vehicle #</b>
<b>Citizen Contacts</b> 0	<b>Incident Reports</b> 25
<b>Alcohol Checks</b> 0	<b>Accident Reports</b> 5
<b>Traffic Stops</b> 95	<b>Juvenile Complaint:</b> 1
<b>LPR Patrol Hours</b> 0	<b>Criminal Trespass</b> 4
<b>Traffic Citations Issued</b> 27	<b>Drug Arrest:</b> 0
<b>Traffic Warnings Issued</b> 22	<b>Shoplifting</b> 0
<b>LPR Citations Issued</b> 0	<b>Disorderly Conduct:</b> 0
<b>Stolen Vehicle Recovered</b> 0	<b>Underage Consumption</b> 0
<b>Parking Citations Issued</b> 52	<b>Animal Complaint:</b> 9
<b>Parking Warnings Issued</b> 7	<b>Public Drunk</b> 0
<b>Traffic Fatalities</b> 0	<b>Motorist Assist</b> 11
<b>Accidents to GSP</b> 4	<b>Trouble Alarms</b> 13
<b>DUI</b> 1	<b>K-9 Assists:</b> 0
<b>DUI to GSP</b> 0	<b>Fugitives Apprehended</b> 6
<b>Stolen Vehicle:</b> 0	<b>Road Checks:</b> 0
<b>Officer Assist LCSO</b> 12	<b>Funeral Assist:</b> 6
<b>Officer Assist Other</b> 3	<b>Other:</b> 39
<b>Extra Patrol</b> 220	



## Department Report

---

Report Title: Dahlonega Police Department – August 2022

Report Highlight:

Name and Title: George Albert, Chief of Police

Recently Completed:

- Attended Downtown Dahlonega Board Meeting
- Attended District 9 Chief training in Gainesville
- Test, evaluate and purchase compact Lidar speed measuring device
- UNG Block party detail with DNR, GSP, LCSO, UNG PD, and the Governor's Office of Highway Safety (GOHS) traffic network.
- Submitted affidavit to DNR in reference to hunting regulations
- Attended GCIC Symposium (Savannah)

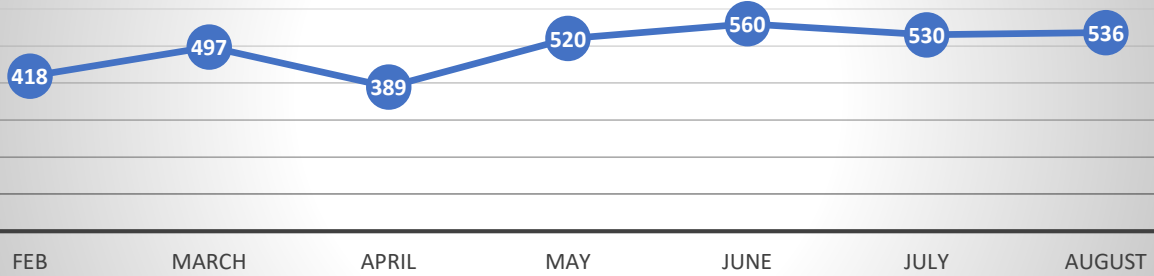
Underway:

- Members are conducting checks of businesses in the community
- Reviewing Code Enforcement applications
- Continually monitoring problematic parking areas and taking appropriate action
- Selective traffic enforcement in various areas to seek voluntary compliance
- Bicycle patrol of the community
- Addressing various Code issues in community for compliance
- Officer Kupari is utilizing the LPR for enforcement efforts
- Following up with businesses for license renewals
- Security cameras for Head House and dumpster by Hancock Park
- Lumpkin Leadership 2023 class

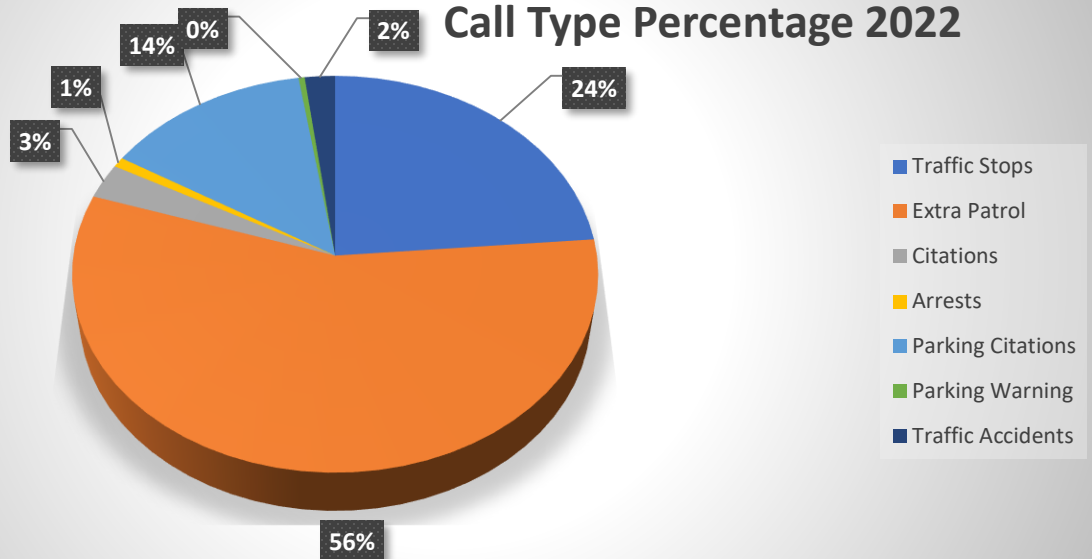
Near Term:

-

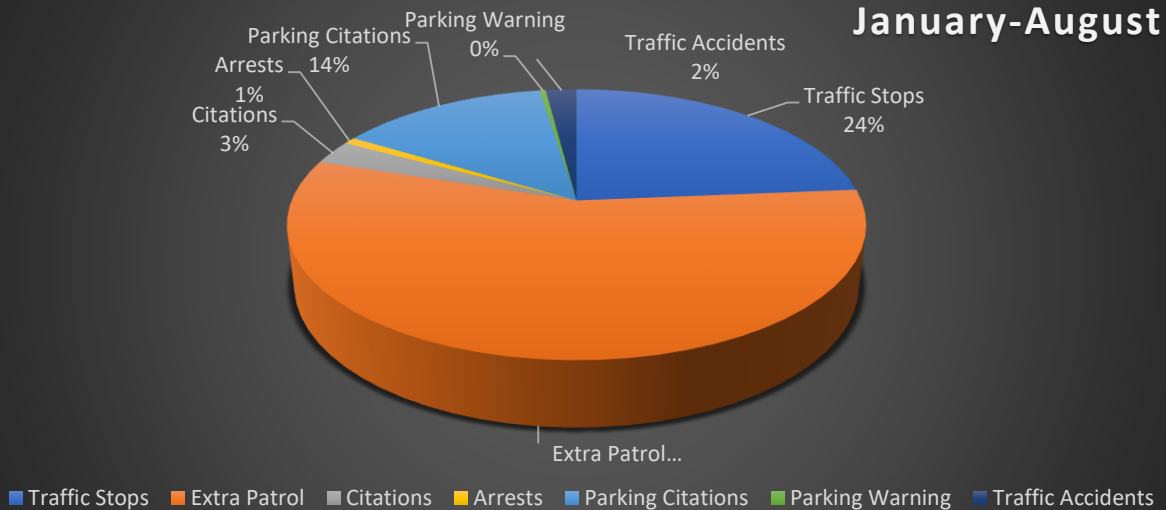
## Total Calls For Service 2022



## Call Type Percentage 2022

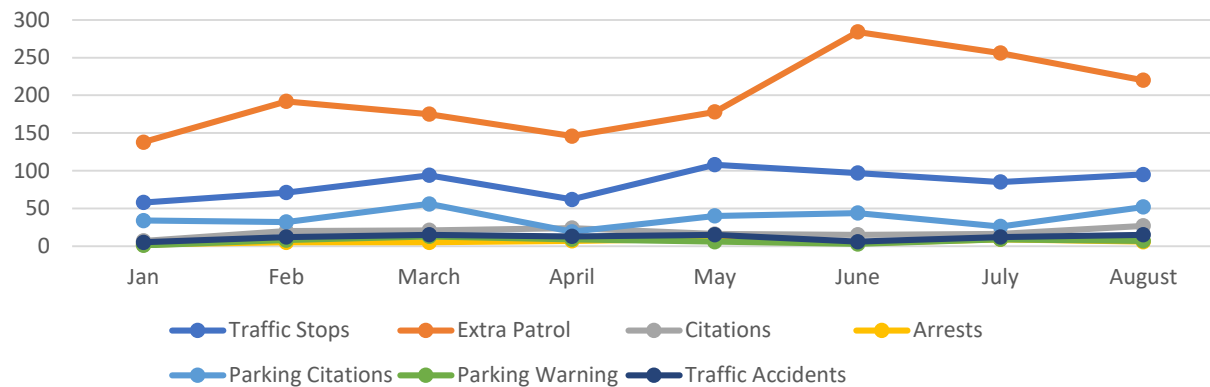


## January-August





## Monthly Call Type Amount 2022



	Jan	Feb	March	April	May	June	July	August
Traffic Stops	58	71	94	62	108	97	85	95
Extra Patrol	138	192	175	146	178	284	256	220
Citations	7	20	21	24	16	15	16	27
Arrests	2	5	5	7	10	4	9	6
Parking Citations	34	32	56	19	40	44	26	52
Parking Warning	1	8	13	9	6	3	9	7
Traffic Accidents	5	12	15	13	15	6	12	15
Total CFS	405	418	497	389	520	560	530	536



## Department Report

---

Report Title: Finance and Administration Department - August 2022  
Report Highlight: Completed three-year insurance review of new assets with CBIZ  
Name and Title: Allison Martin, Finance Director

### Recently Completed:

- Rate study underway – City staff and consultant met with Lumpkin County Water Authority staff to review the document and answer questions. Further refinement of the document and information was requested, and we are working to provide clarification/answers.
- Serveline all data provided, questions answered, and awaiting pricing proposal
- RFPs for IT and website received and are under review

### Underway:

- Internal audit of assets – 95% complete
- Website updates to include a searchable minute function and overall search engine refinement to create a better end-user experience.
- Administration of American Rescue Plan (ARP) grant
- Establish and set up Employee Portal on new software; implement and train employees on benefits and use.
- Update employee evaluation forms and document procedures for employee review processes and performance development plans.

### Near Term:

- Update financial policies.
- Update purchasing policy to include a vendor preference provision.
- Develop and implement employee meetings to provide appropriate training and update HR forms; promote employee education related to City retirement plans.
- Review additional finance files in long-term storage to determine what should be destroyed per the retention schedule.
- Audit of Utility Billing address points against MSAG/E911/USPS data.



## Department Report

---

Report Title: Public Works - August 2022

Name and Title: Mark Buchanan, PW Director/City Engineer

Recently Completed:

- Reconstruction of East Main crosswalk at Meaders.



- Removal of large tree on city street. Early on the morning of Saturday, 9/3, a large tree fell across Warwick Street blocking access to over 100 city residents. Street crews were on site before sunrise to clear the street and remove the debris...a job that required the better part of the day.



- Completion of constructability review for Morrison Moore Pedestrian Bridge & Sidewalk. This is a crucial part of the design effort involving multiple representatives from GDOT, the City of Dahlonega, Wood Environmental, TAP Grant Managers from the Office of Program Delivery and other environmental and design members.



- Modifications to City Hall lobby by City staff. Old items were removed and new features were hand-crafted by our city employees and installed.





- Removal of potentially hazardous trees on Mechanicsville. More removal is planned on this and other city streets.



- Installation of additional security cameras at both Mount Hope Cemetery and the Wimpy Mill Picnic Area.

Underway:

- Mechanicsville Road storm drain installation.





- Preparation of reservoir restroom site. Activities are being cooperatively performed by City staff, Lumpkin County crews and private contractors.



The completed facility will closely resemble this one recently installed by UNG:



- North Grove St. sidewalk upgrades between Main Street and North Hall Road. The first phase of these upgrades is currently under review by GDOT.
- Design of sidewalk and street modifications near the Head House.
- Park Street water, sewer and storm design drawings in progress. Meetings with homeowners along route are complete. Topographic surveys and utility locate efforts are ongoing.
- Continued design of the Morrison Moore Pedestrian Bridge.
- Creation of a heavily revised set of Development Regulations.
- Discussions and planning in coordination with UNG and GDOT for a sidewalk along Morrison Moore Parkway from Calhoun Road to the new Public Safety building, previously Stake 'n Shake.
- Mapping of City utilities by GMRC. This is an ongoing 2-year project.
- Working with Lumpkin County to ensure appropriate upgrades of Pine Tree Way related to elementary school construction.

Upcoming (these projects are currently either in concept, design or build phase):

- **South Chestatee turn lane and UNG entrance reconfiguration. The new entrance will be installed soon and will align with Arcadia Street.**
- **Widening and installation of an additional through lane on South Chestatee, southbound, just south of the Morrison Moore intersection.**
- Arcadia Street water and sewer main project/Mechanic Street to Morrison Moore sidewalk. Bids were received the week of 7/4/2022. Given the results, re-evaluation of this project is underway with the potential for some City staff involvement in future construction.
- Memorial Park Cemetery storm drain installation. To be performed by city crews. Currently awaiting material delivery.
- Choice St. parking lot overlay.
- Downtown tree installation (East Main).





## Department Report

---

Report Title: Water & Wastewater Treatment Department Report - August 2022

Report Highlight: After two years of developing a state-mandated Cross-Connection Control Plan, we have received the approval letter from the EPD that it meets all the requirements under the Georgia Rules and Regulations of Drinking Water. We plan to present it, and the Ordinance to the Council during the September Work Session and have it voted on at the October Council Meeting. The Council has already approved the budgeting for this new program under the Fiscal Year 2023 Budget. This plan will require the Planning, Public Works, and Utility Departments to work closely together for it to be a success. The EPD Inspector will commonly perform inspections of the plan during Sanitary Surveys.

Name and Title: John Jarrard, Water/Wastewater Treatment Director

### Recently Completed

- Rebuilt both pumps at Camp Glisson Lift Station (Capital Project)
- THM and HAA Quarterly Sampling in the distribution system
- Received acceptance letter from EPD on Cross-Connection Control Plan
- Annual maintenance on both air compressors at WTP by Atlas Copco Tech.
- Quarterly Laboratory and In-Line Testing Equipment Calibration (Hach Contract)
- Wal-Mart Tank Exterior Painting (A.T.M. Contract)

### Underway:

- Repairs to auger on the barscreen system
- Wastewater flow meter change out at Camp Glisson
- Annual preventive maintenance service on large lift stations (Flgyt Contract)
- Repairs to Floc Tank #1 Pressure Probe
- Repairs to VFD coolant system on Floc Tank #2
- Koyo Lift Station Rehab Engineering and Design (Turnipseed Engineering)
- Filter Cloth CIP at the wastewater plant
- Repairs to WTP AC unit
- Copper/Lead sampling (20 Sites)

### Near Term:

- Discharge Permit for the WWTP
- Watershed Study sampling at three sites
- End of Fiscal Year Inventory of stored items
- Gathering information on customers that have backflow devices that will fall under the new Cross Connection Control Plan



## Ordinances and Resolutions

---

**DATE:** 9/13/2022

**TITLE:** Resolution 2022-15 and Intergovernmental Agreement for use and distribution of proceeds generated by the 2023 transportation special purpose local option sales tax referendum

**PRESENTED BY:** Doug Parks, City Attorney

---

### AGENDA ITEM DESCRIPTION:

This Resolution 2022-15 and Intergovernmental Agreement between Lumpkin County and the City of Dahlonaga will allow for the use and distribution of proceeds generated by the 2023 transportation special purpose local option sales tax.

---

### HISTORY/PAST ACTION:

None.

---

### FINANCIAL IMPACT:

The City of Dahlonaga is eligible to receive distributions of the 1.0% TSPLOST proceeds, therefore the County and the City intend for the distribution of funds to go to the transportation projects, which are the subject of the IGA. Said projects will benefit the residents of both Lumpkin County and the City of Dahlonaga.

---

### RECOMMENDATION:

Recommendation to approve.

---

### SUGGESTED MOTIONS:

Motion to approve.

---

### ATTACHMENTS:

Resolution 2022-15

Intergovernmental Agreement

---

**RESOLUTION 2022-15**

**A RESOLUTION TO ADOPT A CERTAIN INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF PROCEEDS GENERATED BY THE 2023 TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX REFERENDUM.**

**WHEREAS**, the City Council of the City of Dahlonega finds it necessary to adopt that certain Intergovernmental Agreement For Use And Distribution Of Proceeds Generated By The 2023 Transportation Special Purpose Local Option Sales Tax Referendum(“IGA”) that allows for funding to be provided for multiple transportation projects selected by the City and the County; and

**WHEREAS**, the IGA is by and between Lumpkin County and the City of Dahlonega and has an effective date of September \_\_\_\_, 2022.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of Dahlonega, Georgia, that said governing authority does hereby adopt the IGA referenced herein and made a part of this Resolution; and

**BE IT FURTHER RESOLVED**, that copies of this Resolution will be kept in the Office of the City Clerk in City Hall and be made available for inspection by any member of the public.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF DAHLONEGA, GEORGIA**

By: \_\_\_\_\_  
JoAnne Taylor, Mayor

Attest:

\_\_\_\_\_  
Mary Csukas, City Clerk

STATE OF GEORGIA       )  
COUNTY OF LUMPKIN    )       INTERGOVERNMENTAL AGREEMENT

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2023 TRANSPORTATION SPECIAL  
PURPOSE LOCAL OPTION SALES TAX REFERENDUM**

**THIS INTERGOVERNMENTAL AGREEMENT** ("IGA" or "Agreement") is made and entered into this \_\_\_\_ of September, 2022 by and between **LUMPKIN COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "**Lumpkin County**" or "**County**"), and the **CITY OF DAHLONEGA**, (hereinafter referred to as the "**City**"), the sole municipal corporation of the State of Georgia with the County.

**WITNESSETH:**

**WHEREAS**, the parties to this Agreement consist of Lumpkin County and the City of Dahlonega; and

**WHEREAS**, Section 48-8-260, *et seq.* of Official Code of Georgia Annotated ("**O.C.G.A.**") (the "**Act**") authorizes the imposition of a single county one percent (1.0%) sales and use Transportation Special Purpose Local Option Sales tax (the "**TSPLOST**" or "**Tax**") for capital outlay projects in the special districts created pursuant to O.C.G.A. § 48-8-261(a) which correspond with the geographical boundaries of the counties of the State of Georgia; and

**WHEREAS**, O.C.G.A. § 48-8-261(b) authorizes the imposition of the TSPLOST to be used solely for transportation purposes, and O.C.G.A. § 48-8-262 authorizes the distribution of proceeds from the TSPLOST to the county governing authority and any qualified municipalities in accordance with an intergovernmental agreement entered into for such purpose; and

**WHEREAS**, the parties anticipate that Lumpkin County will approve and sign a Resolution authorizing the Board of Elections and Registration of Lumpkin County to call a Referendum on the issue of the imposition of a single county one percent (1.0%) sales and use TSPLOST to begin on April 1, 2023 and to conclude on March 31, 2028; and

**WHEREAS**, the parties desire to execute an Intergovernmental Agreement to control the distribution and use of TSPLOST proceeds received solely by Lumpkin County and the City of Dahlonega; and

**WHEREAS**, Article IX, Section III, Paragraph I of the Constitution of the State provides that, in pertinent part, any county, municipality or other political subdivision of the State may contract for any period not exceeding fifty years with each other or with any public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, for such activities, services or facilities which the county, municipality or public authority is authorized by law to undertake or provide; and

**WHEREAS**, in accordance with the Act, the parties anticipate that the Board of Commissioners of Lumpkin County, Georgia will approve and sign a Resolution (the "**Resolution**"), to impose, levy and collect a TSPLOST within the County conditioned upon the approval by a majority of the qualified voters residing within the County voting in a referendum thereon to be held on November 8, 2022, and said resolution shall be delivered to the Board of Elections of Lumpkin County, as election superintendent for the County, who shall issue a call for the referendum as described in said resolution; and

**WHEREAS**, the County and the City anticipate the issuance of general obligation debt may be necessary to fund some or all of the transportation projects, if approved by the voters; and

**WHEREAS**, for the purpose of the distribution of proceeds for the April 1, 2023 through March 31, 2028 TSPLOST, the Special District shall be known as the boundaries of Lumpkin County; and

**WHEREAS**, the City of Dahlonega is a qualified municipality and is eligible to receive distributions of the one percent (1.0%) TSPLOST Proceeds; and

**WHEREAS**, the parties hereto are interested in serving the needs of the residents of Lumpkin County by planning and performing transportation projects within the County and the City; and

**WHEREAS**, the parties intend that the transportation projects which are the subject of this Agreement shall benefit residents of Lumpkin County and the City; and

**WHEREAS**, the County and the City are committed to continue to work together to improve the County and City's transportation infrastructure; and

**WHEREAS**, the County and the City have identified transportation needs that are important to the current and future well-being of their residents and have determined that proceeds from the TSPLOST should be used to address a portion of these needs.

**NOW THEREFORE**, for and in consideration of the foregoing and in consideration of the mutual promises and understandings herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

## **SECTION 1. EFFECTIVE DATE AND TERM OF THE TAX**

This Intergovernmental Agreement is conditioned upon a Referendum to be approved by a majority of the voters of Lumpkin County to impose a one percent (1.0%) TSPLOST, which shall commence on April 1, 2023, and continue to, through and including March 31, 2028.

## **SECTION 2. ADMINISTRATION EXPENSES**

Pursuant to O.C.G.A. § 48-8-267, one percent (1.0%) of the amount of TSPLOST proceeds collected beginning April 1, 2023, shall be paid into the General Fund of the State of Georgia ("State") treasury in order to defray the costs of administration of the Georgia Department of Revenue. The remaining ninety-nine percent (99%) of the amount collected from the TSPLOST

Tax proceeds (hereinafter known as the "net proceeds") beginning April 1, 2023 and ending March 31, 2028, shall be distributed by the State of Georgia to the County, and shall be allocated to each jurisdiction based on the percentages shown in the table below in Section 3.

### **SECTION 3. DISTRIBUTION OF NET PROCEEDS**

#### DISTRIBUTION PERCENTAGES

LUMPKIN COUNTY	81.00%
CITY OF DAHLONEGA	19.00%
<b>TOTAL</b>	<b>100.00%</b>

- (A) To facilitate the distribution of net proceeds, the parties agree that the sum of Twenty Million and 00/100 Dollars (\$20,000,000.00) shall represent an estimate of the maximum net proceeds to be derived from the subject TSPLOST during its five year term.
- (B) The parties agree that the aggregate total distribution received by the City shall amount to nineteen percent (19.0%) of the net proceeds distributed by the State, with the remaining eighty-one percent (81.0%) of the net proceeds distributed by the State to be received by the County.
- (C) The County and the City anticipate the issuance of general obligation debt of the County (the "Debt") for the purpose of funding (a) a portion of the County projects, (b) the joint County and City project (the "Joint Project") described on Exhibit A, (c) capitalized interest on the Debt and (d) the costs of issuing the Debt. The parties agree that their TSPLOST proceeds shall be applied to their pro-rata share of the Debt as more fully provided below. The cost of the Joint Project will be shared by the City and the County on the same pro-rata basis that they are sharing TSPLOST proceeds. The scope and budget of the Joint Project shall be subject to the approval of the parties hereto.

### **SECTION 4. DEFINITION OF AUTHORIZED TRANSPORTATION PURPOSES**

In recognition of the need for transportation improvements across the County and the City, the parties agree that the total net proceeds shall be utilized for transportation purposes, as defined in O.C.G.A. § 48-8-260 and § 48-8-121.

### **SECTION 5. PROJECTS**

- (A) The projects and purposes ("Transportation Projects and Purposes") to be funded from the net proceeds of the TSPLOST pursuant to this Agreement and the estimated dollar amounts allocated for each transportation purpose are contained in Exhibit "A" which is attached hereto and incorporated herein by this reference and made a part of this agreement. The parties acknowledge and agree that 30% of the estimate revenues are being expended on projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. § 32-2-22.

- (B) All Transportation Projects included in this Agreement shall be funded in whole or in part from net proceeds from the TSPLOST authorized by law except as otherwise agreed in writing by the parties.
- (C) No part of the net proceeds from the tax received in any year shall be used for such other purposes until all debt service requirements of the general obligation debt for that year have first been satisfied from the account in which the proceeds of the tax are placed. Notwithstanding the foregoing, the City's share of the TSPLOST proceeds shall only be applied to pay the City's pro-rata share of the debt service on the Debt, and the County's share of the TSPLOST proceeds shall only be applied to pay the County's pro-rata share of the debt service on the Debt.

## **SECTION 6. EFFECTIVE DATE AND TERM OF THIS AGREEMENT**

- (A) This Agreement shall become effective on the date of its execution by all parties. If the November 8, 2022 Referendum concerning the imposition of the TSPLOST is not approved by a majority of the voters of Lumpkin County, this Agreement shall expire and shall be of no force and effect after November 8, 2022.
- (B) Except as otherwise provided herein, the TSPLOST which is the subject of the November 8, 2022 Referendum shall continue for a period of five years from April 1, 2023, until March 31, 2028 unless otherwise terminated earlier pursuant to applicable Georgia law.

## **SECTION 7. EXPENSES**

The County shall administer the TSPLOST Fund to effectuate the terms of this Agreement and shall be responsible for the cost of holding the TSPLOST election. The County shall be reimbursed for the costs of the election from the County's pro-rata share of the proceeds deposited in the County's TSPLOST Fund.

## **SECTION 8. THE DEBT.**

The ballot shall contain the language required by the Act for the authorization of the Debt. The County shall issue the Debt for the Joint Project. The County may, but shall not be required, to issue the Debt for the County Projects. Upon request by the City, the County will provide the City the estimated issuance costs and estimated debt service regarding the Debt.

Each party benefiting from the issuance of Debt is referred to herein as a "Borrowing Entity." Each Borrowing Entity acknowledges that it is responsible for the payment of its pro-rata share of (i) the debt service on the Debt, (ii) the costs of issuance and (iii) arbitrage rebate. If the City is a Borrowing Entity, it authorizes the County to apply its share of the TSPLOST proceeds to pay its pro-rata share of the debt service on the Debt.

The Debt shall be paid first from a Borrowing Entity's share of the TSPLOST proceeds. In the event that there are insufficient TSPLOST proceeds to pay the Debt, each Borrowing Entity shall pay its share of any shortfall (the "Debt Service Payments") from its general fund. Each Borrowing Entity covenants that, in order to make the Debt Service Payments

when due from its general fund to the extent required, it will exercise its power of taxation to the extent necessary to timely pay any amounts required to be paid hereunder, and it will make available and use for such payments all taxes levied and collected for that purpose together with funds received from any other source. Each Borrowing Entity further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to timely satisfy such Debt Service Payments that may be required to be made from the general fund, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the Borrowing Entity to make any payments that may be required to be made from its general fund shall constitute a general obligation of the Borrowing Entity and a pledge of the full faith and credit of the Borrowing Entity.

In the event for any reason any such provision or appropriation is not made as provided in the preceding paragraph, then the fiscal officers of the Borrowing Entity are hereby authorized and directed to set up as an appropriation on the accounts in the appropriate fiscal year the amounts required to timely pay the obligations which may be due from the general fund. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrowing Entity had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrowing Entity shall immediately make such Debt Service Payments to the paying agent for the Debt if for any reason the payment of such obligations shall not otherwise have been timely made.

The obligations of the Borrowing Entity to make the Debt Service Payments and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional. Until such time as the principal of and interest on the Debt shall have been paid in full or provision for the payment thereof shall have been made, the Borrowing Entity (a) will not suspend or discontinue any payments provided for herein, (b) will perform and observe all of its other agreements contained in this Agreement, and (c) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, failure to complete any project, a defect in any project or any failure of the other party to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement.

The County shall be responsible for all aspects of the Debt issuance process. The County will select the underwriter, bond counsel, etc. (collectively, the "Debt Professionals"). When Debt is issued for the Joint Project, the County will keep the City informed of the progression of the Debt issuance. The City shall cooperate with the Debt issuance process.

If the Debt only funds the Joint Project, excess Debt proceeds shall be applied to debt service. If the Debt funds the Joint Project and a County Project, (a) 81% of the excess Debt proceeds allocable to the Joint Project shall be returned to the County and 19% shall be returned to the City and (b) all of the excess Debt proceeds allocable to a County Project shall be returned to the County.



## **SECTION 9. COUNTY TSPLOST FUND; SEPARATE ACCOUNTS; NO COMMINGLING**

The net proceeds from the TSPLOST shall be maintained in the parties' separate accounts and utilized exclusively for the purposes specified in this Agreement. The parties acknowledge that TSPLOST proceeds are not guaranteed. Proceeds received under the amount estimated in the Referendum question shall be allocated in accordance with the percentages set forth in this Agreement and shall be used on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

- (A) A special fund or account shall be created by the County and designated as the 2023 Lumpkin County Transportation Special Purpose Local Option Sales Tax Fund ("TSPLOST Fund"). The County shall select a local bank which shall act as a depository and custodian of the TSPLOST Fund upon such terms and conditions as may be acceptable to the County.
- (B) The City shall create a special fund to be designated as the 2023 Transportation Special Purpose Local Option Sales Tax Fund ("TSPLOST Fund"). The City shall select a local bank which shall act as a depository and custodian of the TSPLOST proceeds received by the City upon such terms and conditions as may be acceptable to the City.
- (C) All TSPLOST proceeds shall be maintained by the County and the City in the separate accounts or funds established pursuant to this Section. Except as provided in Section 14, TSPLOST proceeds shall not be commingled with other funds of the County or the City and shall be used exclusively for the purposes detailed in this Agreement. No funds other than TSPLOST proceeds shall be placed in such funds or accounts.

## **SECTION 10. ALLOCATION OF EXCESS FUNDS**

Any net proceeds over and above the amount estimated in Section 3(A) of this Agreement during the quarter during which this amount is reached shall be allocated in accordance with the percentages set forth in this Agreement and shall be used solely for the transportation purposes listed herein. Each party shall expend its portion of the excess net proceeds from the 2023 TSPLOST Program on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

## **SECTION 11. AUDITS**

At the end of each party's fiscal year wherein net proceeds from the TSPLOST are distributed, each party shall cause an audit of the distribution and use of its portion of the net proceeds from the TSPLOST to be completed. Each party to this Agreement shall pay the cost of each such annual audit that it conducts. Each party shall publish each of its annual audits as required by law.

## **SECTION 12. COMPLETION OF PROJECTS**

Any TSPLOST proceeds held by a County or City at the end of the five year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-269.5.

### **SECTION 13. PUBLICATION OF PROJECTS**

Pursuant to O.C.G.A. § 48-8-269.6, not later than December 31 of each year, the County and the City, shall publish annually, in a newspaper of general circulation in the boundaries of the County and the City and in a prominent location on the City's and the County's website, a simple, nontechnical report which shows for each purpose in the resolution calling for the imposition of the tax the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years, and amounts expended in the current year. The report shall also include a statement of what corrective action the county or qualified municipality intends to implement with respect to each purpose which is underfunded or behind schedule and a statement of any surplus funds which have not been expended for a purpose.

### **SECTION 14. PROCEDURE FOR DISBURSEMENT OF TSPLOST PROCEEDS**

- (A) Upon receipt by the County of TSPLOST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the TSPLOST Fund. Within the TSPLOST Fund, the County shall create or cause to be created three subaccounts: the "Debt Service Account," the "County Account" and the "City Account." TSPLOST proceeds that will be used to pay debt service on the Debt shall be deposited into the Debt Service Account; TSPLOST proceeds that will be used to fund County projects not funded with Debt shall be deposited into the County Account; and TSPLOST Proceeds that will be used to fund City projects shall be deposited into the City Account. Amounts on deposit in the City Account shall be disbursed by the County to the City once each month within 10 days of the County's receipt thereof. Each disbursement shall be made by check unless the City provides written wire transfer instructions to the County and pays all costs associated with such wire transfer. The City shall create and maintain a separate account for the receipt and disbursement of the TSPLOST proceeds in accordance with Section 8 of this Agreement.
- (B) If Debt is issued, the County shall establish a 12 month period as the "Sinking Fund Year" for the Debt. Within each Sinking Fund Year, the TSPLOST proceeds of each Borrowing Entity shall be deposited into the Debt Service Account until there is an amount therein sufficient to pay that Borrowing Entity's pro-rata share of the debt service coming due on the Debt for such Sinking Fund Year. After a Borrowing Entity has funded its pro-rata share of the debt service coming due on the Debt for the Sinking Fund Year, the remaining TSPLOST proceeds of that Borrowing Entity shall be deposited into the County Account or the City Account, as appropriate.
- (C) Should the City cease to exist as a legal entity before all funds are distributed under this Agreement, the City's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct City part of another successor municipality. If such an act is passed, the defunct City's share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.

### **SECTION 15. ENTIRE AGREEMENT**

This Agreement, including any attachments or exhibits, constitutes all of the understanding and agreements of whatsoever nature or kind existing between the Parties with respect to distribution and use of the proceeds from the TSPLOST.

## **SECTION 16. AMENDMENTS**

This Agreement shall not be amended or modified except by agreement in writing executed by all Parties hereto.

## **SECTION 17. GOVERNING LAW**

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.

## **SECTION 18. SEVERABILITY**

It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

## **SECTION 19. COMPLIANCE WITH THE LAW**

Each party to this Agreement shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

## **SECTION 20. NO CONSENT TO BREACH**

No consent or waiver, express or implied, by any party to this Agreement to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

## **SECTION 21. NOTICES**

All notices, consents, waivers, directions, requests, or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

## **SECTION 22. COUNTERPARTS**

This Agreement shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

## **SECTION 23. MEDIATION**

The County and the City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

[EXECUTION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the County and the City, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

AS TO LUMPKIN COUNTY:

---

Chris Dockery, Chairman  
Lumpkin County Board of Commissioners

Attest:

---

Melissa Z. Witcher  
Clerk, Lumpkin County

AS TO THE CITY OF DAHLONEGA:

---

JoAnne Taylor, Mayor  
City of Dahlonega

Attest:

---

Mary Csukas  
Dahlonega City Clerk

**EXHIBIT “A”**

**2023 LUMPKIN COUNTY TSPLOST PROJECT LIST  
2023 TSPLOST REVENUE ESTIMATE - \$20,000,000**

	County/Municipality	Cost Estimate
<b>Joint – Lumpkin County &amp; City of Dahlonega</b>		
Auraria Road/Dawsonville Highway/Torrington Drive Intersection Improvements	Lumpkin County and City of Dahlonega	\$5,000,000
<b>Lumpkin County</b>		
Roads and Bridges – Paving, Striping, Maintenance, Construction & Improvements	Lumpkin County	
Road Maintenance Equipment	Lumpkin County	
TOTAL FUNDS TO LUMPKIN COUNTY		\$12,150,000
<b>City of Dahlonega</b>		
Roads and Bridges Construction & Improvements	City of Dahlonega	
Sidewalks Construction & Improvements	City of Dahlonega	
Bicycle Paths Construction & Improvements	City of Dahlonega	
TOTAL FUNDS TO CITY OF DAHLONEGA		\$2,850,000
PROGRAM TOTAL		\$20,000,000



## Ordinances and Resolutions

---

**DATE:** 9/12/2022  
**TITLE:** Ordinance 2022-12: Ordinance to allow for commercial walking tours of Mount Hope Cemetery.  
**PRESENTED BY:** Doug Parks, City Attorney

---

### AGENDA ITEM DESCRIPTION:

This ordinance allows for a tour operator to use Mount Hope Cemetery under certain conditions. All tour operators must be approved in advance by the City Council.

This ordinance also outlines certain restricted activities, other limitations, permitted times, fees, tour guide regulations, etc.

---

### HISTORY/PAST ACTION:

None.

---

### FINANCIAL IMPACT:

N/A

---

### RECOMMENDATION:

Recommendation to approve.

---

### SUGGESTED MOTIONS:

Motion to approve.

---

### ATTACHMENTS:

Ordinance 2022-12

---

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF DAHLONEGA, GEORGIA, CHAPTER 10: CEMETERIES; ARTICLE II: CITY CEMETERIES; DIVISION II: MOUNT HOPE CEMETERY AND MEMORIAL PARK CEMETERY; BY AMENDING THE EXISTING SECTION 10-118 AND INCLUDING A NEW SECTION 10-119 THROUGH 10-130.**

Short Title: "An ordinance to allow for commercial walking tours of Mount Hope Cemetery."

**WHEREAS**, the City Council of Dahlonega, Georgia desires to allow and to establish rules for commercial walking tours of Mount Hope Cemetery;

**NOW, THEREFORE**, be it ordained, and it is so ordained by the authority of the City Council of Dahlonega, that Chapter 10, Article II, Section 10-118 shall be amended, and Sections 10-119-10-130 shall be added to read as follows:

**Section 10-118 Approval Required.** Any tour operator seeking permission to use the Mount Hope Cemetery property must be approved in advance by the City Council. Tours may be prohibited from certain areas of the cemetery in the discretion of the City Manager or designee. The tour operator shall abide by any direction of the City Manager or designee and the specific conditions enumerated within these regulations.

**Section 10-119 Restricted Activities.** Athletic events, treasure hunting, scavenger hunting, loud gatherings, and other activities or events determined to be offensive, disrespectful, or disruptive to the dignity and character of the cemetery will not be allowed.

**Section 10-120 Limitation to Walking Tours.** Cemetery tours may be conducted only by walking. Vehicular tours are prohibited. Interment services and the opening of graves must have priority over tours; therefore, tours shall not operate at times in which graves are being opened or are open or during a period in which active interment services are being prepared for or are being conducted.

**Section 10-121 After-Hour Events/Permitted Times**

Permission may be requested for after hours tours but only for the hours between 6 pm and 10 pm. All tours must conclude and the premises vacated prior to 10 pm. City staff may join in a tour at any time. Tour guides and tour participants must have flashlights at all times after sunset.

**Section 10-122 Cemetery Tour Fees**

All walking tour providers must pay an annual fee as established by the Mayor and Council.

**Section 10-123 Cemetery Tour Guides**

All cemetery tours must have a tour guide who is responsible for the tour party. Tour guides for hire must be appropriately registered in accordance with the City Manager or designee. Tour guides must be familiar with and agree to abide by the rules and regulations that may be adopted by the City Manager or designee and any other applicable laws, ordinances, or rules.

**Section 10-124 Alcohol**

Alcohol of any type is strictly prohibited from cemetery grounds. Person(s) caught with alcohol and/or intoxicated persons will be asked to leave the cemetery. Guides, organizers, or agency representatives condoning such behavior on cemetery property may be subject to a suspension of services on cemetery grounds.

**Section 10-125 Waste Disposal**

Each tour or activity must provide its own means of waste disposal. No garbage is to be left on cemetery property. Cigarette butts are undesirable waste and are not to be littered or left on cemetery property.

**Section 10-126 Insurance**

Insurance as specified by the City Manager or designee must be provided by the walking tour company.

**Section 10-127 Restroom Facilities**

There are no rest room facilities for tours or groups within the cemeteries. Tour guides and group organizers should encourage guests to use restroom facilities prior to entering the cemetery.

**Section 10-128 Damage Reporting**

The tour guide or group organizer shall immediately report any damage to trees, shrubbery, turf, coping, lot markers, roadways, or structures caused by guests of the tour to the City Manager or designee. The tour company or group organizer will be responsible for compensating the City for any damages caused to City property.

**Section 10-129 Violations**

Any individual or organization that violates the Rules and Regulations of Municipal Cemeteries will be prohibited from holding future tours or events in the cemetery. Independent violations of the law will also be prosecuted.

**Section 10-130 Signage**

Signage shall be maintained at the entrance to Mount Hope Cemetery reflecting that a permit from the City of Dahlonega is required to be obtained by any tour company desiring to use the premises of the cemetery.

Except as modified herein, The Code of the City of Dahlonega, Georgia, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future supplements of said Code by appropriate section, division, article or chapter. The City Attorney is directed and authorized to direct the codifier to make necessary minor, non-substantive corrections



to the provisions of this Code, including but not limited to, the misspelling of words, typographical errors, duplicate pages, incorrect references to state or federal laws, statutes, this Code, or other codes or similar legal or technical sources, and other similar amendments, without necessity of passage of a corrective ordinance or other action of the Mayor and Council. The City Clerk shall, upon the written advice or recommendation of the city attorney and without the necessity of further council action, alter, amend or supplement any non-codified ordinance, resolution or other record filed in his or her office as necessary to effect similar non-substantive changes or revisions and ensure that such public records are correct, complete and accurate.

SO ORDAINED, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Approved: \_\_\_\_\_  
JoAnne Taylor, Mayor

ATTEST:

\_\_\_\_\_(SEAL)  
Mary Csukas, City Clerk



## Ordinances and Resolutions

---

**DATE:** August 12, 2022  
**TITLE:** Ordinance 2022-13 - Cross-connection  
**PRESENTED BY:** Mark Buchanan, City Engineer & John Jarrard, JWS

---

### **AGENDA ITEM DESCRIPTION:**

Ordinance 2022-13

---

### **HISTORY/PAST ACTION:**

Turnipseed Engineers was retained in 2022 to create a Cross-Connection Control/Backflow Plan and Ordinance for the City according to the EPD's direction based on their 2020 Sanitary Survey. City staff have reviewed the plan and provided comments as needed. Our legal counsel and staff reviewed the Ordinance, and the final draft is submitted for consideration. EPD approved the plan, and the City must now implement the ordinance.

---

### **FINANCIAL IMPACT:**

The costs associated with this ordinance are included in the FY23 budget.

---

### **RECOMMENDATION:**

The recommendation of staff is to approve the ordinance as submitted.

---

### **SUGGESTED MOTIONS:**

I motion to adopt Ordinance 2022-13, approving the cross-connection plan for the City of Dahlonega.

---

### **ATTACHMENTS:**

Ordinance 2022-13

Cross-connection Control Plan

---

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF DAHLONEGA, GEORGIA, CHAPTER: 34; TO PROVIDE FOR ENFORCEMENT OF THE CROSS-CONNECTION CONTROL PLAN INCLUDING BACKFLOW PREVENTION; TO INCORPORATE AND ADOPT BY REFERENCE THE CROSS-CONNECTION CONTROL PLAN; TO PROVIDE FOR INSPECTIONS BY THE CITY OF DAHLONEGA OR ITS DESIGNEE; TO PROVIDE FOR REQUIRED INSPECTIONS AND TESTING BY THE CUSTOMER; TO PROVIDE FOR THE ADOPTION OF CHARGES AND FEES; TO IDENTIFY VIOLATIONS; AND FOR OTHER PURPOSES.**

Short Title: “An ordinance to allow for Water System Cross-Connection Control and Backflow Prevention.”

WHEREAS, pursuant to Chapter 391-3-5-.13 of the Georgia Rules for Safe Drinking Water, the City Council of the City of Dahlonega, Georgia (“City”) desires to protect the City’s potable water supply from the possibility of contamination and pollution; and

WHEREAS, the City Council of Dahlonega, Georgia desires to promote the elimination or control of cross connections between the potable water system and non-potable water systems; and

WHEREAS, the City Council of Dahlonega, Georgia desires to provide for the maintenance of a cross-connection control program to ensure prevention of contamination or pollution of the City’s potable water systems.

NOW, THEREFORE, be it ordained, and it is so ordained by the authority of the City Council of Dahlonega, that Chapter 34, shall be amended by adding a new Article V which shall read as follows:

**ARTICLE V. – WATER SYSTEM CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION**

**Sec. 34-149. – Applicability**

This Ordinance applies to any customer or system supplied by the City’s public water distribution system including irrigation sprinklers, fire protection systems, residential systems, commercial, governmental and all other service connections.

**Sec. 34.-150. – Cross-Connection Control Plan**

The Mayor and Council hereby adopt the Cross-Connection Control Plan dated February of 2022 prepared by Turnipseed Engineers (the “Plan”) which is incorporated into this Ordinance by reference and made a part hereof. The City Council may, from time to time, amend the Plan by resolution. Compliance with the Plan is required by all City water service customers. The Plan shall be implemented by the City.

### **Sec. 34.-151. – Definitions**

The words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in the Plan as incorporated herein by reference, except where context clearly indicates a different meaning. For reference, the Plan's definition of cross-connection is as follows: A connection or potential connection between any part of a potable water system and any other environment containing other substances in a manner that, under any circumstances would allow such substances to enter the potable water system. Other substances may be gases, liquids, or solids, such as chemicals, waste products, steam, water from other sources (potable or non-potable), or any matter that may change the color or add odor to the water.

### **Sec. 34-152. – Enforcement**

Where cross-connections are found to exist, it shall be required by the City for the problem to be eliminated or isolated by an approved, properly installed backflow preventer or backflow device a/k/a backflow assembly or backflow prevention assembly. The terms are used interchangeably herein. The City will undertake reasonable effort to secure the voluntary cooperation of the customer in correcting the hazard through written notice. The written notice shall provide a time limit with which the customer has to install the backflow prevention assembly. The time frames shall be a maximum of 90 days for low level hazards, and a maximum of 14 days for high hazards. Failure to install the backflow prevention assembly within the time provided will result in immediate disconnection of water services until such time that an approved, properly installed backflow prevention assembly is in place. High Hazards are determined based on the potential for contamination or causing health hazards. Low Hazards are classified as pollutant or nuisance hazard only.

### **Sec. 34.-153. – Customer requirements**

- 1) The customer shall be responsible for the elimination of or protection against all cross-connections on their property. The customer shall be responsible for the payment of all fees as they relate to the City's water service agreement, or for any required permits, annual or semi-annual device testing, retesting in the case that the device fails to operate correctly, and all subsequent testing required to remain in compliance with the Plan's requirements.
- 2) In the event the required periodic testing reveals a malfunction of the backflow preventer, the customer shall be responsible for correcting the malfunction within 30 days.
- 3) The customer shall not install a bypass around any backflow preventer without the presence of a backflow preventer of the same type on the bypass, and shall install backflow preventers in a manner and type approved by the City, or in accordance with

Sec. 608 of the Georgia State Minimum Standard Plumbing Code, (International Plumbing Code).

4) The customer shall inform the City of any proposed or modified cross-connection and of any known cross-connection that City has not discovered.

5) Reduced pressure, principal backflow prevention assemblies shall not be installed in locations subject to possible flooding, including pits and/or vaults that are not provided with a gravity drain to the ground's surface capable of exceeding the discharge rate of the relief valve.

6) Customers having a private well or other auxiliary water supply source shall not have a cross-connection to the City's water system without a backflow preventer being installed and maintained at the water service entrance in accordance with the Plan. Such cross-connection requires prior written approval by the Cross-Connection Control Plan Manager or designees. Discovery of an uncontrolled cross-connection to an auxiliary water source will result in discontinuance of water service until a proper backflow prevention device is installed.

7) Any plumbing installed on the City's side of the backflow preventer for providing potable water for domestic purposes must have a City-approved backflow preventer installed.

8) The discovery by a customer of accidental contamination or pollution of the public water system caused by backflow or back-siphonage shall immediately be reported to the City. Failure to do so is punishable by local, state and federal law.

#### **Sec. 34.- 154. – Determination of backflow method**

The following risk factors will be evaluated by the City to aid in determining the appropriate backflow method: existence of cross-connections; nature of materials existing/handled on the property; probability of backflow occurring; complexity of the piping system; and potential for system modification.

#### **Sec. 34.- 155. – Inspections**

Inspection of properties for cross-connection hazards will be performed on a priority basis with those cross-connections deemed as high hazards being inspected first. Subsequent inspections will occur to ensure that cross-connection hazards have been corrected. Upon request from the City, customers shall be required to furnish all pertinent information regarding the property and water system. Notwithstanding inspections performed by the City, the customer is responsible for performing periodic inspections to ensure compliance with the Plan. If an inspection reveals a high hazard condition that, in the sole discretion of the City, poses an imminent risk to the public water system, water service may be immediately discontinued until the risk is remedied.

#### **Sec. 34.- 156. – Existing backflow prevention devices**

Existing backflow prevention devices currently in use shall be allowed by the City, provided the device tests satisfactorily according to the Plan. In the case of potential increased hazard, the existing backflow preventer must be upgraded to a reduced pressure, principal device or a testable double check valve, depending on the increased hazard level as determined by the City.

#### **Sec. 34.- 157. – Selection of backflow prevention devices**

The City shall have ultimate authority in determining the required type of backflow device.

#### **Sec. 34.- 158. – Approval of backflow prevention devices**

All backflow prevention devices shall be in compliance with the applicable standard of the American Society of Sanitary Engineering, the American national Standards Institute, the American Water Works Association, the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research, and the Georgia State Plumbing Code, latest edition. In the event no standard exists for a particular device, or is a derivative of one covered by a national standard, the City shall determine if the device will be allowed.

#### **Sec 34.- 159. – Installation of backflow prevention devices**

Placement of backflow prevention devices shall be in an area that provides a safe environment for testing and maintenance. The area shall be easily accessible and free from extreme cold, heat, and/or electrical hazards. Installation for containment shall be performed by a City approved licensed plumbing, mechanical, or utility contractor.

#### **Sec. 34.- 160. – Maintenance and inspection of backflow prevention devices**

Customers are responsible for regular, periodic inspections and testing of backflow prevention devices to ensure the device is functioning properly. The customer is responsible for all costs associated with the inspection and testing. Testing shall be performed immediately after installation; at least 12 months after installation, after device has been disassembled for cleaning or repairs; and when there is an indication the device is not functioning properly.

In the event a backflow preventer should fail a periodic test, the backflow preventer shall be repaired or replaced immediately, and then retested to ensure proper functioning. High hazard situations, as determined by the City, will not be allowed to continue unprotected if the backflow preventer fails the test and cannot be repaired immediately. In other situations, the customer shall have no more than THIRTY (30) DAYS to become compliant.

Backflow prevention devices shall be tested more frequently in those instances where there is a history of failures and when the City believes additional testing is required due to the hazard involved. Failure of the customer to make required repairs within the prescribed time period will be subject to termination of water service upon written notice.

Test reports must be turned in to the City, or their designee, within THIRTY (30) DAYS of completion of the test and must include the specific location and register numbers of the device and meter. Failure to submit the report to the City, or their designee, within 30 days may result in the report being declared null and void.

**Sec.- 34-161.- Charges and fees**

The Mayor and City Council may adopt, by separate resolution, charges, surcharges and fees for application, operation, inspection, enforcement, administration and reimbursement of costs incurred pursuant to this Article. Said fee schedule shall be on file at the City's main office located at 465 Riley Road, Dahlonega, Georgia.

Except as modified herein, The Code of the City of Dahlonega, Georgia, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future supplements of said Code by appropriate section, division, article or chapter. The City Attorney is directed and authorized to direct the codifier to make necessary minor, non-substantive corrections to the provisions of this Code, including but not limited to, the misspelling of words, typographical errors, duplicate pages, incorrect references to state or federal laws, statutes, this Code, or other codes or similar legal or technical sources, and other similar amendments, without necessity of passage of a corrective ordinance or other action of the Mayor and Council. The City Clerk shall, upon the written advice or recommendation of the city attorney and without the necessity of further council action, alter, amend or supplement any non-codified ordinance, resolution or other record filed in his or her office as necessary to effect similar non-substantive changes or revisions and ensure that such public records are correct, complete and accurate.

EFFECTIVE DATE: October 1, 2022.

SO ORDAINED, this \_\_\_\_\_ day of September, 2022.

Approved: \_\_\_\_\_  
JoAnne Taylor, Mayor

ATTEST:

\_\_\_\_\_(SEAL)  
Mary Csukas, City Clerk

**Richard E. Dunn, Director**

---

**Watershed Protection Branch**

2 Martin Luther King, Jr. Drive  
Suite 1152, East Tower  
Atlanta, Georgia 30334  
404-463-1511

August 30, 2022

Mr. Lamar Rogers, P.E.  
Turnipseed Engineers  
2255 Cumberland Parkway  
Building 400  
Atlanta, Georgia 30339

Re: **Cross-Connection Control Plan Approval Letter**  
City of Dahlonega (WSID# 1870000)  
Lumpkin County

Dear Mr. Rogers,

The Georgia Environmental Protection Division (EPD) Drinking Water Permitting and Engineering Unit has reviewed the Cross-Connection Control Plan and related documents.

Based on a thorough review, the Program meets Section 391-3-5-.13 of the Georgia Rules for Safe Drinking Water, Part 12.8 Cross Connection of the Georgia Minimum Standards for Public Water System Revised March 2021. Although the program has been approved, the water system must adhere to the following conditions:

- The Program must be implemented immediately upon receipt of approval as required by Rule 391-3-5-.13(4) of the Georgia Rules for Safe Drinking Water.
- The Backflow and Cross Connection devices used within the distribution system must be in conformance with American Water Works Association (AWWA), Manual 14, and the U.S. Environmental Protection Agency (EPA) Cross-Connection Manual as required by Rule 391-3-5-.13(5) of the Georgia Rules for Safe Drinking Water.
- The water system must maintain records as required by Rule 391-3-5-.13(9) of the Georgia Rules for Safe Drinking Water.

One copy of the approved Cross-Connection Control Program is retained, and another stamped copy will be sent to the water system.



If you have any questions, please contact this office at the number below.

Sincerely,



Hilda Iyasele  
Environmental Engineer  
Drinking Water Permitting & Engineering Program  
470 524 0622  
[Hilda.Iyasele@dnr.ga.gov](mailto:Hilda.Iyasele@dnr.ga.gov)

cc: Peter C. Nwogu, Unit Manager, DWPEP, EPD  
Mark Buchanan, City Engineer, City of Dahlonega  
John Jarrard, Water Superintendent, City of Dahlonega  
File WSID# 1870000 DWPEP

# **CROSS-CONNECTION CONTROL PLAN**

**FOR THE**

**CITY OF DAHLONEGA, GEORGIA**

**FEBRUARY 2022  
PROJECT NO. 212434**



ATLANTA  
AUGUSTA  
ST. SIMONS ISLAND

# **CROSS-CONNECTION CONTROL PLAN**

**FOR THE**

**CITY OF DAHLONEGA, GEORGIA**

**FEBRUARY 2022  
PROJECT NO. 212434**

*Prepared by:*



## TABLE OF CONTENTS

I.	Purpose.....	1
II.	Authority .....	2
III.	Applicability .....	3
IV.	Responsibilities.....	4
V.	Definitions .....	6
VI.	Public Awareness Efforts .....	11
VII.	Requirements .....	12
VIII.	Implementation .....	15
IX.	Scheduling Inspections.....	17
X.	Water From Other Sources.....	19
XI.	Enforcement .....	20
XII.	Existing In-Use Backflow Prevention Devices .....	21
XIII.	Selection of Backflow Prevention Devices.....	22
XIV.	Approval of Backflow Prevention Devices .....	25
XV.	Installation of Backflow Prevention Devices .....	27
XVI.	Maintenance and Testing of Backflow Prevention Devices.....	30
XVII.	Record Maintenance.....	32
XVIII.	Fire Protection .....	33
	Appendix	
	Test and Maintenance Report	
	Backflow Prevention Cross-Connection Survey	
	Standard Details	

## I. Purpose

The purpose of this plan is to protect the City of Dahlonega's (the City) potable water supply from the possibility of contamination or pollution by isolating such contaminants or pollutants that could backflow into the potable water system; and to promote the elimination or control of existing cross connections, actual or potential, between the potable water system and non-potable water systems and plumbing fixtures; and to provide for the maintenance of a continuing program of cross-connection control that will systematically and effectively prevent the contamination or pollution of the City's potable water systems.

As water is transported to the customer, opportunities exist for unwanted substances to contaminate it. One common means for such contamination is by backflow of non-potable fluids through cross-connections into the potable water system. All users of the system, and workmen associated with the system, must be aware of this problem and constantly be alert to any connection to the system which may allow such a cross-connection and what preventative measures can be taken to ensure a safe, potable water supply.

## II. Authority

The Georgia Environmental Protection Division (EPD) requires the City of Dahlonega, Georgia to have a Cross-Connection Control Plan for the elimination and prevention of all cross connections to the public water system in accordance with the Georgia Rules for Safe Drinking Water, Chapter 391-3-5-.13.

### III. Applicability

The provisions of the Cross-Connection Control Plan for backflow prevention by isolation and containment are applicable to any customer or system supplied by the public distribution system including irrigation sprinklers, fire protection systems, residential systems, and other service connections.

## **IV. Responsibilities**

### **A. City of Dahlonega, Georgia**

The City is responsible for the protection of the public potable water distribution system from contamination or pollution due to the backflow or back-siphonage of contaminants or pollutants through the water service connection. If, in the judgment of the City, an approved backflow device is required at the City's water service connection to any customer's premises, the City shall give notice in writing to said customer to install an approved backflow prevention device at each service connection to his premises. This responsibility extends throughout the distribution system to the service connection, applying to new construction as well as existing customers and situations.

### **B. Customer**

The customer is responsible for complying with the Cross-Connection Control Plan regulations including maintenance, testing, and reporting on certain devices. When required, customers are to allow onsite inspections to verify compliance with the City's Cross-Connection Control Plan. The customers also have the dual responsibility for protecting the water in their own system from degradation due to conditions originating on their premises and for protecting the quality of water in the public distribution system. Cross-connections, created and maintained by the customer for his convenience, endanger the health and safety of all who depend upon the public water supply. Therefore, the customer who creates a cross-connection problem shall bear the expense of providing necessary backflow protection and for keeping the protective measures in good working order.

### **C. Certified Backflow Tester**

All required field testing shall be performed by persons who are certified in the testing of backflow prevention assemblies by the Georgia Statewide Backflow Prevention Assembly Certification Program, as approved by the EPD, the American Society of Sanitary Engineers (ASSE), or the University of Florida



TREEO Center. All repairs or replacements on a failed device shall be completed within 30 days of failure or notification by City, whichever occurs first.

**D. Cross-Connection Control Plan Manager**

The Cross-Connection Control Plan Manager or their designee may suspend or impose probationary provisions to a certified tester found guilty of fraud or deceit or who fails to comply with any provision or requirement of the Cross-Connection Control Plan and for gross negligence, incompetence or misconduct in the practice of backflow installation, testing, repair or replacement.

**E. Gauge Accuracy**

Gauges used in the testing of backflow prevention assemblies shall be tested for accuracy annually in accordance with the *University of Southern California Manual of Cross-Connection Control* or *American Water Works Association Manual 14*. Testers shall include test gauge serial numbers on “Test and Maintenance” report forms.

## V. Definitions

### A. **Approved**

Accepted by the City as meeting an applicable specification stated or cited in this Plan, or as suitable for the proposed use

### B. **Approved Tester**

An independent contractor who is certified and approved by the City to test backflow assemblies for the City's customers. Approved Testers are trained on Plan requirements and work within these requirements to facilitate accurate and consistent backflow prevention testing for customers.

### C. **City**

City of Dahlonega, Georgia

### D. **Backflow**

The reversal of the normal direction of flow of water caused by either backpressure or back-siphonage.

### E. **Backflow Preventer, Backflow Device, Backflow Assembly**

The terms above, for the purposes of this Plan, are used interchangeably. All are a mechanical means designed to prevent backflow or back-siphonage. Most commonly categorized as air gap, reduced pressure, principal device, double check valve assembly, pressure vacuum breaker, atmospheric vacuum breaker, hose bibb vacuum breaker, residential dual check, double check with intermediate atmospheric vent, and barometric loop.

1. **Air-Gap** – The unobstructed vertical distance through free atmosphere between the lowest point of a water supply outlet and the flood level rim of the fixture or assembly into which the outlet discharges. These vertical, physical separations must be at least twice the diameter of the water supply outlet, but never less than 1-inch (25 mm).
2. **Atmospheric Vacuum Breaker** – A device which prevents back-siphonage by creating an atmospheric vent when there is either a negative pressure or sub-atmospheric pressure in a water system

3. Barometric Loop – A fabricated piping arrangement rising at least 35-feet at its topmost point above the highest fixture it supplies. It is utilized in water supply systems to protect against back-siphonage
4. Double Check Valve Assembly (DCV) – An assembly of two (2) independently operating spring-loaded check valves with tightly closing shut off valves on each side of the check valves, plus properly located resilient-seated test cocks for the testing of each check valve
5. Double Check Valve with Intermediate Atmospheric Vent – A device having two (2) spring loaded check valves separated by an atmospheric vent chamber
6. Hose Bibb Vacuum Breaker – A device which is permanently attached to a hose bibb and which acts as an atmospheric vacuum breaker
7. Pressure Vacuum Breaker – A device containing one or two independently operated spring-loaded check valves and an independently operated spring-loaded air inlet valve located on the discharge side of the check or checks. Device includes tightly closing shut-off valves on each side of the check valves and properly located test cocks for the testing of the check valve(s).
8. Reduced Pressure Principal Backflow Preventer (RPZ) – An assembly consisting of two (2) independently operating approved check valves with an automatically operating differential relief valve located between the two (2) check valves, tightly closing shut-off valves on each side of the check valves plus properly located test cocks for the testing of the check valves and the relief valve.
9. Residential Dual Check – An assembly of two (2) spring-loaded, independently operating check valves without tightly closing shut-off valves and test cocks. Generally employed immediately downstream of the water meter to act as a containment device.

**F. Backpressure**

A pressure, higher than the supply pressure, caused by a pump, elevated tank, boiler, air/steam pressure, or any other means, which may cause a backflow

**G. Back-Siphonage**

Backflow caused by a negative or reduced pressure in the supply piping

**H. Containment**

Installation of an appropriate device at the service connection to prevent backflow or back-siphonage

**I. Contaminant**

A substance that will impair the quality of the water to a degree that it creates a serious health hazard to the public leading to potential poisoning or the spread of disease

**J. Contamination**

An impairment of a potable water supply by the introduction or admission of any foreign substance that degrades the quality and creates a health hazard

**K. Cross-connection**

A connection or potential connection between any part of a potable water system and any other environment containing other substances in a manner that, under any circumstances would allow such substances to enter the potable water system. Other substances may be gases, liquids, or solids, such as chemicals, waste products, steam, water from other sources (potable or non-potable), or any matter that may change the color or add odor to the water.

**L. Cross-Connection Control Plan Manager**

Authorized representative of the City of Dahlonega who shall administer the Cross-Connection Control Plan

**M. Cross-connection Non-Pressure Type**

A low inlet installation where a potable water supply pipe is connected or extended below the overflow rim of a receptacle or an environment that does not contain potable water and which is at atmospheric pressure

**N. Cross-connection Pressure Type**

An installation where a potable water supply pipe is connected to a closed vessel or a piping system that does not contain potable containment water and which is above atmospheric pressure

**O. Customer**

Any and all persons, including any individual firm or association, and any municipal or private corporation organized or existing under the laws of this or any other state or county having a service connection to the City's public water supply

**P. Fixture Isolation**

A method of backflow prevention in which a backflow preventer is located to correct a cross-connection at an inside location rather than at a water service entrance

**Q. Isolation**

Installation of an appropriate device at the source of a cross-connection on a premises to prevent backflow or back-siphonage

**R. Person**

Any and all persons, including any individual firm or association, and any municipal or private corporation organized or existing under the laws of this or any other state or county

**S. Pollutant**

A non-toxic substance that if introduced into the potable water supply would be objectionable but would not create a health hazard

**T. Public Water Supply**

Water distribution system for selling or furnishing water and being recognized by the Georgia Department of Natural Resources, Environmental Protection Division as the public water supply

**U. Service Connection**

The terminal end of a service connection from the potable water supply where the City relinquishes jurisdiction and sanitary control over the water at its point of delivery to the customer's water system.

## VI. Public Awareness Efforts

The City of Dahlonega recognizes the importance to inform its customers of the health hazards associated with cross-connections and to acquaint them with the Plan being pursued to safeguard the quality of water being distributed. The water system will seek to use every practical means available to acquaint customers with the health hazards associated with cross-connections in an effort to get cooperation. General methods that the Cross-Connection Control Plan Manager may use to inform customers of the potential dangers from illegal and improper cross-connection are provided below.

- A. Providing customers information about cross-connection control and backflow prevention by individual pamphlets or through a notice in the local newspaper;
- B. Providing a brochure to all new customers requesting water service describing cross-connections and prevention of backflow;
- C. Display posters at the counter where the water bills are paid one month out of the year;
- D. Personal visits to commercial, industrial, institutional, and agricultural customers to explain the need for controlling cross-connections;
- E. Whenever possible, any such potential customer will be informed of needed cross-connection measures in the design or construction stage.

## VII. Requirements

### A. City

1. The City shall review all plans for new construction.
2. The City shall advise customers of regulations in advance and determine that appropriate protection measures and devices are proposed. Devices required by the City will be installed at the developer, builder, or customer's expense.
3. New construction will be inspected by the City to determine that individual cross-connections are isolated from the public water supply.
4. The City will inspect all new service connections for cross-connection control compliance, determine the degree of hazard to the public supply and assign the customer to a risk category. The City will refuse service in cases of non-compliance.
5. The City Cross-Connection Control Plan Manager or duly authorized representative will be responsible for performing on-site inspections, record keeping, and sending notifications to customers.
6. The Cross-Connection Control Plan Manager or duly authorized representative will identify by onsite inspection those existing customers or connections to the public supply which represent potential hazards.
7. Customers will be identified as low hazard or high hazard. Hazard levels will be assigned with respect to the likelihood and consequence of backflow on the site.
8. Letters will be mailed to identify potential cross-connection customers defining cross-connections and indicating that the City intends to restrict such connections by requiring the installation of backflow prevention devices. The City will provide assistance to the owner by providing a listing of persons or companies approved by the Cross-Connection Plan Control Manager to install and test backflow prevention devices.



9. The City shall ensure that bypass piping installed around any approved backflow preventer is equipped with a backflow preventer providing an equivalent level of protection.
10. The City shall deny or discontinue water service to a consumer if a required backflow prevention device is not installed or properly maintained. Water service shall not be restored to such premises until the deficiencies have been corrected or eliminated to the satisfaction of the supplier and the EPD. All connections shall be maintained in accordance with the Georgia State Minimum Standard Plumbing Code (International Plumbing Code).

**B. Customer**

1. The customer shall be responsible for the elimination or protection of all cross-connections on his premises.
2. The customer shall correct any malfunction of the backflow preventer which is revealed by periodic testing within thirty (30) days.
3. The customer shall inform the City of any proposed or modified cross-connections and also any existing cross-connections of which the customer is aware but has not been found by the City.
4. The customer shall not install a bypass around any backflow preventer unless there is a backflow preventer of the same type on the bypass. Customers who cannot shut down operation for testing of the device(s) must supply additional devices necessary to allow testing to take place.
5. The customer shall install backflow preventers in a manner approved by the City or the Georgia State Minimum Standard Plumbing Code (International Plumbing Code), Section 608, latest edition.
6. The customer shall install only backflow preventers approved by the City.
7. Reduced pressure, principal backflow prevention assemblies shall not be installed in any location subject to possible flooding. Included are pits

and/or vaults which are not provided with a gravity drain to the ground's surface that is capable of exceeding the discharge rate of the relief valve.

8. Any customer having a private well or other private (auxiliary) water source cannot have a cross-connection to the City's water system unless a backflow preventer is installed and maintained at the water service entrance in accordance with the City's Cross-Connection Control Plan and having first received written approval by the City's Cross-Connection Control Plan Manager or his designee.
9. In the event the customer installs plumbing to provide potable water for domestic purposes which is on the City's side of the backflow preventer, such plumbing must have its own City-approved backflow preventer installed.
10. The customer shall be responsible for the payment of all fees as they relate to the City's water service agreement, or for any required permits, annual or semi-annual device testing, retesting in the case that the device fails to operate correctly, and all subsequent device retesting required to remain in compliance with this Plan's requirements.

## VIII. Implementation

This Plan shall be implemented in compliance with Georgia Rules for Safe Drinking Water (391-3-5-.13), Section 608 of the Georgia State Minimum Standard Plumbing Code (International Plumbing Code), the Southern Building Code Congress International, and AWWA Manual 14 for all connections to the public water system.

The Plan shall be implemented to ensure that any uncontrolled customer cross-connections are eliminated in order of priority based on the degree of potential hazard as described below:

### A. High Hazard (Contamination or Health Hazard)

1. Agriculture where fertilizers, herbicides or pesticides are used
2. Cooling Systems where chemical protective additives are used
3. Industries where a **high hazard** process is involved
4. Carwashes
5. Hospitals, sanitariums, clinics, morgues, mortuaries, veterinarians and other medical facilities
6. Water and wastewater treatment plants
7. Laundries and dry cleaners

### B. Low Hazard (Pollutant or Nuisance Hazard Only)

1. Commercial Buildings: Hotels, motels, mobile home parks, multi-story offices, other facilities with 15 or more units connected through one service
2. Food Services, Food Processing, Dairies, Food Storage, Restaurants: Where a potential health hazard exists, facilities should be classified as **high hazard**.
3. Irrigation Systems, except where chemicals are injected thus creating a **high hazard**
4. Education Facilities

5. Industries where no **high hazard** processes are involved
6. Service Stations and Garages
7. Residential including multifamily with less than 15 units
8. Small, single-level commercial

The following risk factors will be evaluated independently by City staff to aid in the determination of the appropriate backflow method:

1. The existence of cross-connections
2. The nature of the materials handled on the property
3. The probability of backflow occurring
4. The degree of piping system complexity
5. The potential for system modification

## IX. Scheduling Inspections

The selection of existing premises for cross-connection surveys will be made on the basis of suspected hazard. In general, those customers suspected of having the **high hazard** cross-connections will be investigated first. Investigations shall continue until all premises considered likely to have cross-connection problems have been investigated. Follow-up visits will be made to ensure that all customers having problems are in compliance.

The customer, upon request, shall furnish the City all pertinent information regarding the water system on such premises where backflow and / or back siphonage are deemed possible through uncontrolled plumbing cross-connections. Nothing herein shall relieve the customer of the responsibility for conducting periodic surveys of water use practices on their premises to determine whether there are actual or potential uncontrolled cross-connections.

Facilities considered to pose an actual or potential threat to the public water system will be subject to inspection by a representative of the City. Inspections will focus on plumbing outlets and potential contaminants or pollutants within the facility. Information gathered will be used to determine the degree of connection and any cross-connections within the premises. If the premises is a government classified or other type of high security facility that prohibits inspection by City personnel, maximum (RPZ) protection at the service is required.

If a facility is found not to be in full compliance with the plumbing code or any part of this Plan, maximum (RPZ) protection at the service line connection may be required. If a customer is found to be in violation of one or more parts of this Plan, water service may be discontinued following proper notice. If the City discovers a **high hazard** condition that is considered, in the sole discretion of the City, an imminent risk to the public water system, service may be immediately discontinued until the hazardous condition has been remedied.

In the event of accidental contamination or pollution of the public water system due to backflow or back-siphonage, the customer, if aware, shall immediately notify the City so that appropriate containment measures may be implemented. Failure to report a backflow condition is a criminal offence punishable by local, state and federal law.

## **X. Water From Other Sources**

In no case shall a customer's water system be configured so that the public water supply is interconnected with another source of water such as a well or reservoir without proper protection. Upon discovery of an uncontrolled interconnection between another water system and the public water system, water service will be discontinued until the appropriate backflow prevention device is installed. Booster pumps installed and connected to a customer's water system must be approved and permitted by the City, and such pumps shall be equipped with a low pressure cut-off device designed to shut off the pump when the suction pressure feeding the pump drops below a predetermined level. All vehicles that use fire hydrants connected to the public water system to fill or flush equipment (i.e., tanker trucks, spray trucks) must be equipped with an approved and tested backflow prevention device or air gap and be permitted by the City.

## XI. Enforcement

Where cross-connections are found to exist, the City of Dahlonega will require the problem to be eliminated or isolated by a properly installed, approved backflow prevention assembly to prevent the possibility of backflow into the distribution system. Such protective measures will include a backflow prevention assembly on the customer's water service line ahead of any water outlets. Every effort will be made to secure the voluntary cooperation of the customer in correcting cross-connection hazards. If voluntary action cannot be obtained with time set forth by written notice (90 days maximum for high and low hazard, 14 days maximum for high-risk **high hazards**) to the customer, water service will be discontinued until Cross-Connection Control Plan requirements are satisfactorily met for the protection of the health and safety of the water distribution system.



## **XII. Existing In-Use Backflow Prevention Devices**

Any existing backflow preventer shall be allowed by the City to continue in service provided the device tests satisfactorily as required under this Plan. Where the degree of backflow hazard has increased, as in the case of a residential installation converting to a business establishment, any existing backflow preventer must be upgraded to either a reduced pressure, principal device or a testable double check valve assembly depending on the increased hazard level as determined by the City.

### XIII. Selection of Backflow Prevention Devices

Vacuum breakers and backflow preventers shall be selected based on the level of risk that each customer represents. The level of risk (high or low) will be determined by the degree of hazard and the type of cross-connection on each premise. The degree of hazard shall be determined by whether the impurities involved are contaminants or pollutants and whether it is a non-pressure or pressure cross-connection (see Definitions Section).

A minimum air gap, vacuum breaker or backflow preventer may be used to protect non-pressure connections. Pressure connections require an approved backflow prevention device. **The City shall have ultimate authority in determining the required type of backflow device.**

NOTE: Irrigation systems serve an environment that is open to the atmosphere and would not be classified as a pressure type cross-connection. However, due to the special nature of this installation, minimum protection against backflow shall include a testable double check backflow preventer. If chemical injection systems are present, an RPZ preventer is required.

- A.** Backflow preventers shall be sized the same as the service line serving the facility.
- B.** Materials used to manufacture the backflow preventer shall be bronze, stainless steel or an equally non-corrosive material and assembled with bolts that are resistant to electrolysis.
- C.** A brass identification tag shall be provided and attached securely to the valve body by corrosion resistant mechanical fasteners. The information on the tag shall include the following:
  - 1. Manufacturer, type and model
  - 2. Maximum working pressure
  - 3. Maximum working temperature

4. Direction of flow, inlet and outlet pipe size
5. Date of manufacturer
6. Serial number

#### C. RPZ Backflow Devices

RPZ backflow devices shall be used on all **high hazard** level service connections, except where sufficient air gap is provided. RPZ preventers shall meet the following specifications:

1. The  $\frac{3}{4}$ " to 2" unit shall include a full-port ball valves with Teflon seats on the inlet and outlet sides with a union or swivel coupling nut between the backflow preventer and each valve. The 3" and larger backflow preventer shall be provided with flanged resilient seat outside screw and yoke gate valve near the inlet and outlet sides of the backflow preventer. Three brass ball valve test cocks in the vertical position fitted with brass or plastic plugs and a fourth test cock on the upstream side of the inlet shutoff valve shall be provided. Replacement seats shall be used.
2. A bronze strainer shall be installed immediately upstream of the backflow preventer.
3. The backflow preventer shall be readily accessible for inspection and testing and no more than 4' from centerline to floor grade.

#### D. Vacuum Breakers

Vacuum breakers shall be corrosion resistant.

#### E. Dual Check Valve

Dual check valve units may be used on residential and small commercial systems that do not utilize chemical injection equipment. These units are typically used on  $\frac{3}{4}$ " and 1" service connections. The preventer shall have a bronze-body with one

female union. The union adapter shall be provided with wrench flats to facilitate tightening.

**F. Double Check Valve**

Double check valve units may be used on low hazard level service connections including irrigation systems without chemical injection. The following characteristics are required:

1. The ¾" to 1" unit shall include a full-port ball valve with Teflon seats on the inlet and outlet sides with a union or swivel coupling nut between the backflow preventer and each valve. The 3" and larger backflow preventer shall be provided with flanged resilient seat outside screw and yoke gate valve near the inlet and outlet sides of the backflow preventer. Three brass ball valve test cocks in the vertical position fitted with brass or plastic plugs and a fourth test cock on the upstream side of the inlet shutoff valve shall be provided.

## **XIV. Approval of Backflow Prevention Devices**

All backflow-prevention devices shall be approved in accordance with the applicable standard of the American Society of Sanitary Engineering, the American National Standards Institute, the American Water Works Association, the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research, and the Georgia State Plumbing Code.

**EXCEPTION:** If no standard yet exists for a particular device, or if the device is a derivative of one covered by a national standard, the City shall determine whether the device will be allowed.

### **A. Manufacturers and Models**

1. Dual Check Backflow Preventers
  - a. Dual check backflow preventers shall be in-line accessible, straight cartridge style dual check valve.
  - b. Acceptable Manufacturers: The Ford Meter Box Company, Inc. or City of Dahlonega approved equal.
    - i.  $\frac{3}{4}$ " Dual Check Backflow Preventer, Model HHCH31-323
    - ii. 1" Dual Check Backflow Preventer, Model HHCH31-344
    - iii. A.Y. McDonald, Model 111-3JE-43 or 111-3JE-44
    - iv. 1" Dual Check Backflow Preventer, Model HHCH31-344
2. Double Check Backflow Preventers
  - a. Double check backflow preventer shall be in accordance with ASTM C510.
  - b. Acceptable Manufacturers:
    - i.  $\frac{3}{4}$ " to 2" Double Check Backflow Preventers
      - Ames Fire & Waterworks, Series 2000B
      - Watts Water Technologies, Series 007

- Wilkens / Zurn, Model 350
- City of Dahlonega approved equal
- ii. 2½" to 10" Double Check Backflow Preventers
  - Ames Fire & Waterworks, Series 2000SS-OSY
  - Watts Water Technologies, Series 774-OSY
  - Wilkens / Zurn, Model 350-OSY
  - City of Dahlonega approved equal
- 3. Reduced Pressure Zone (RPZ) Backflow Preventers
  - a. Reduced pressure zone backflow preventers shall be in accordance with ASTM C511.
  - b. Acceptable Manufacturers:
    - i. ¾" to 2" RPZ Backflow Preventers
      - Ames Fire & Waterworks, Series 4000B
      - Watts Water Technologies, Series 009
      - Wilkens / Zurn, Model 375
      - City of Dahlonega approved equal
    - ii. 2½" to 10" RPZ Backflow Preventers
      - Ames Fire & Waterworks, Series 4000SS-OSY
      - Watts Water Technologies, Series 994-OSY
      - Wilkens / Zurn, Model 350-OSY
      - City of Dahlonega approved equal

## **XV. Installation of Backflow Prevention Devices**

Location of all backflow-prevention devices shall be in an area that provides a safe working environment for testing and maintenance. This area shall be readily accessible and free from extreme cold, heat, and/or electrical hazards. Installations for containment shall be determined by a duly licensed plumbing, mechanical, and/or utility contractor; and as approved by the City.

Installation of all backflow-prevention devices shall be in accordance with the Georgia State Plumbing Code, other applicable codes and regulations, and the following procedures:

### **A. Backflow Preventer, Low Risk Category, Dual Check Valve (DuCV)**

This device shall not be buried in earth but may be installed below ground in a meter box. A positive shut-off valve and union shall be near the inlet side of the device. When the device is installed below ground, shut-off valves and unions shall be on both sides. Installers shall ensure all containers are of adequate size to accommodate future required testing, inspection and maintenance. City staff may require that inadequate or undersized containers be upgraded at owner's expense.

### **B. Backflow Preventer, Low Risk Category, Double Check Valve (DCV)**

This device shall not be buried in earth but may be installed below ground in a concrete vault or other structure as approved by City staff, provided ball valve test cocks fitted with brass plugs are used. A positive shut-off valve shall be near the inlet and outlet sides of the device, and three ball valve test cocks provided on the device. A fourth test cock shall be provided on the upstream side of the inlet shut-off valve. When below ground, a union or flange shall be near the inlet and outlet sides. No intervening connections shall be between the shut-off valves and the backflow preventer.

### **C. Backflow Preventer, High Risk Category, Reduced Pressure Zone (RPZ)**

This device shall not be installed below ground. Where relief valve discharge could cause water damage, it shall be piped via an air gap or funnel at the

vent/relief port to a floor drain or other approved location. A positive shut-off valve shall be near the inlet and outlet sides of the device, and the three approved test cocks provided on the device. A fourth test cock shall be provided on the upstream side of the inlet shut-off valve. A bronze strainer with 20-mesh stainless steel screen shall be included between the inlet shutoff valve and the device on sizes through 2-½ inch. No intervening branch connection(s) shall be between the shut-offs and the backflow preventer. When the RPZ is installed in a line subject to periodic no flow conditions and supply pressure subject to fluctuations, an auxiliary directional check with soft disc, capable of functioning in any position the backflow preventer might be installed in, shall be provided between the inlet shut-off valve and the backflow preventer head to lock the supply pressure in, and prevent discharge through the vent/relief port. When a water pressure reducing valve is required in the same line with the RPZ device, it is usually possible to locate the reducing valve upstream of the device and take advantage of the check valve effect of the reducing valve. In such case, the auxiliary directional check would not be required.

**D. Vacuum Breaker, Atmospheric Type (VB-AT)**

This device shall be installed at least 6-inches above the highest outlet or the overflow level on the non-potable system. It shall be installed downstream of the last shut-off valve.

**E. Vacuum Breaker, Pressure Type (VB- PT)**

This device shall be installed at least 12-inches above the highest outlet or the overflow level on the non- potable system. It may be installed upstream of the last shut-off valve.

**F. Vacuum Breaker, Bose Type (VB-HT)**

This device shall be installed directly on the hose threads. It is not an integral part of the valve. It may not be subjected to continuous pressure, static or flowing, nor shall it be attached to a freeze-proof type hydrant unless it is a model specifically designed for this service.



#### **G. Backflow Preventer, Vent Type, Intermediate Atmospheric (BFPIAV) Vent**

This device shall not be installed below ground. Where relief valve discharge could cause water damage, it shall be piped via an air gap or funnel at the vent/relief port to a floor drain or other approved location. A positive shut-off valve shall be near the inlet and outlet sides of the device. A bronze strainer with 20-mesh stainless steel screen shall be included between the inlet shut-off valve and the device.

A thermal expansion control device shall be installed between a backflow preventer and a water heater to limit the static pressure increase due to thermal expansion of the heated water. The installation of this device shall be in accordance with the Plumbing Code and is the sole responsibility of the customer. The City is not responsible for damage occurring inside the customer's water system due to thermal expansion.

#### **H. Vaults**

Vaults containing a backflow preventer shall be installed as close as practical to the property line to the premises. Vaults shall be precast concrete in accordance with ASTM C478. Concrete compressive strength shall be 4,000 PSI @ 28 days. Vault shall have tongue and groove joints with preformed butyl joint sealant. The bottom shall be a 4" poured concrete slab on top of 4" #57 compacted stone. Meter vault and valve vaults shall have a minimum 48" x 48" aluminum access hatch. Access hatch shall be hinged with tamperproof bolts, shall have automatic hold open arm, shall have flush aluminum drop handle, and shall have a staple for padlock. All hardware shall conform to City Development Regulations or be Type 316 stainless steel as a minimum. Access hatch shall be U.S.F. Fabrication Model APD300, or City of Dahlonega approved equal. Inlet and outlet piping shall be sealed with grout or mortar. Pipe must not support pipe. Thrust blocking and bitumastic coated tie rods are required in accordance with standard water pipe installation practices. The backflow preventer should be supported at a minimum of three points with pipe stands. All pipe and fittings must be ductile iron or installed in accordance with the current City Development Regulations.

## **XVI. Maintenance and Testing of Backflow Prevention Devices**

Since all mechanical devices are subject to failure, periodic inspections are needed to ensure that they are functioning properly. High risk customers with reduced pressure zone (RPZ) backflow preventers and low risk customers with double check valve (DCV) backflow preventers shall have the devices tested. This testing shall be done at the owner's expense.

Testing shall be performed as follows:

- Immediately following installation
- At least every 12 months after installation
- Any time assemblies have been partially disassembled for cleaning and/or repair and
- Where there is indication that the unit may not be functioning properly (i.e. excessive or continuous discharges from relief valve, chatter, or vibration of internal parts)

The Cross-Connection Control Plan Manager shall keep records of the testing, maintenance and repair of all approved backflow preventers within the City's system, and the Manager or his designee shall send out notices to customers when annual inspections come due.

Any backflow preventer which fails during a periodic test shall be repaired or replaced. When repairs are necessary, upon completion of the repair the device will be re-tested at customer's expense to insure correct operation. High hazard situations will not be allowed to continue unprotected if the backflow preventer fails the test and cannot be repaired immediately. In other situations, a compliance date of not more than thirty (30) days after the test date will be established. The customer is responsible for spare parts, repair tools, or a replacement device. Parallel installation of two (2) devices is an effective means of the owner to ensure that uninterrupted water service during testing or repair of devices and is strongly recommended when the customer desires such continuity.

Backflow prevention devices shall be tested more frequently than specified above, in cases where there is a history of test failures and the City believes that due to the degree of hazard involved, additional testing is warranted. Cost of the additional tests shall be borne by the customer. Failure of the customer to repair, replace or test a backflow device within the thirty (30) day time frames outlined in this Plan shall subject the customer's premises water service to termination after written notification by the City.

Test report must include specific location of the device and meter. Device and meter register numbers must be included as well. ALL reports must be submitted to the City, or their designee, within 30 days of the test date. Test reports not submitted within 30 days of the test date might be considered null and void.

## **XVII. Record Maintenance**

The City, or their designee, shall maintain records of the following for a minimum of three (3) years:

- A. Most current hazard assessment, conducted pursuant to Section 608 of the Georgia State Minimum Standard Plumbing Code (International Plumbing Code)
- B. Locations and types of backflow protection and associated hazards
- C. Results of all backflow prevention assembly field testing and air gap inspections
- D. Repairs made to, or replacement or relocation of, backflow protection

The City shall notify the Division of any known incident of backflow into the public water system as soon as possible but no later than the end of the next business day upon discovery of the incident. If requested to do so by the Division, the City shall submit a written report of the incident describing the nature and severity of the backflow, the actions taken by the City in response to the incident, and the action plan intended to prevent such incidents in the future.

## **XVIII. Fire Protection**

1. The backflow preventer shall match the size of the required fire line connection.
2. The metered bypass line on the DCV shall be a ¾" copper pipe and include a bronze detector meter and a ¾" DCV backflow preventer.
3. The device and valve bodies shall be equivalent to cast iron, coated inside and out with FDA approved fused epoxy coating and assembled with corrosion resistant bolts. All other components shall be of bronze or equivalent corrosion resistant materials.
4. The backflow preventer shall not be buried in earth but installed below ground in a concrete vault and as close as practical to the property line of the premises.
5. Note: Under no circumstances should a domestic or other non-fire related tap be made on the fire line system.

# Appendix

**City of Dahlonega, Georgia  
Test and Maintenance Report  
Backflow Prevention Assemblies**

**Name of Premise:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**Location of Device:** \_\_\_\_\_

**Service:** \_\_\_\_\_ **Potable:** \_\_\_\_\_ **Fire:** \_\_\_\_\_ **Irrigation:** \_\_\_\_\_ **Other:** \_\_\_\_\_

**Manufacturer:** \_\_\_\_\_ **Model:** \_\_\_\_\_ **Serial No.:** \_\_\_\_\_ **Size:** \_\_\_\_\_

☐RP ☐DC ☐PVB ☐AVB ☐AG

**Pressure Drop Across First Check Valve:** \_\_\_\_\_ **PSI**

	CHECK VALVE #1	CHECK VALVE #2	DIFFERENTIAL PRESSURE RELIEF VALUE	PRESSURE VACUUM BREAKER	
INITIAL TEST	1. LEAKED 2. CLOSED TIGHT <input type="checkbox"/>	1. LEAKED 2. CLOSED TIGHT <input type="checkbox"/>	OPENED AT _____ DID NOT OPEN <input type="checkbox"/>	AIR INLET OPENED AT PSI DID NOT OPEN <input type="checkbox"/>	
R E P A I R S	CLEANED <input type="checkbox"/> REPLACED: RIBBER PARTS KIT <input type="checkbox"/> C. V. ASSEMBLY <input type="checkbox"/> OR DISC <input type="checkbox"/> O-RINGS <input type="checkbox"/> SEAT <input type="checkbox"/> SPRING <input type="checkbox"/> STEM/GUIDE <input type="checkbox"/> RETAINER <input type="checkbox"/> LOCK NUTS <input type="checkbox"/> OTHER <input type="checkbox"/>	CLEANED <input type="checkbox"/> REPLACED: RIBBER PARTS KIT <input type="checkbox"/> C. V. ASSEMBLY <input type="checkbox"/> OR DISC <input type="checkbox"/> O-RINGS <input type="checkbox"/> SEAT <input type="checkbox"/> SPRING <input type="checkbox"/> STEM/GUIDE <input type="checkbox"/> RETAINER <input type="checkbox"/> LOCK NUTS <input type="checkbox"/> OTHER <input type="checkbox"/>	CLEANED <input type="checkbox"/> REPLACED: RIBBER PARTS KIT <input type="checkbox"/> C. V. ASSEMBLY <input type="checkbox"/> OR DISC <input type="checkbox"/> O-RINGS <input type="checkbox"/> SEAT <input type="checkbox"/> SPRING <input type="checkbox"/> STEM/GUIDE <input type="checkbox"/> RETAINER <input type="checkbox"/> LOCK NUTS <input type="checkbox"/> OTHER <input type="checkbox"/>	CHECK VALVE: _____ PSI LEAKED <input type="checkbox"/> CLEANED <input type="checkbox"/> REPLACED: C. V. ASSEMBLY <input type="checkbox"/> DISC, AIR INLET <input type="checkbox"/> DISC, C. V. <input type="checkbox"/> SPRING <input type="checkbox"/> RETAINER <input type="checkbox"/> GUIDE <input type="checkbox"/> O-RING <input type="checkbox"/> OTHER <input type="checkbox"/>	
	FINAL TEST	CLOSED TIGHT <input type="checkbox"/>	CLOSED TIGHT <input type="checkbox"/>	OPEN AT _____ LBS REDUCED PRESSURE	SATISFACTORY <input type="checkbox"/>

NOTE: ALL REPAIRS/REPLACEMENT SHALL BE COMPLETED WITHIN TEN (10) DAYS.

REMARKS:

I hereby certify that this data is accurate and reflects the proper operation and maintenance of the unit.

**Certified Testing Company:** \_\_\_\_\_

**Initial Test By:** \_\_\_\_\_ **Certified Tester No.** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Repaired By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Final Test By:** \_\_\_\_\_ **Certified Tester No.** \_\_\_\_\_ **Date:** \_\_\_\_\_

**City of Dahlonega, Georgia  
Backflow Prevention  
Cross-Connection Survey**

**Business-Company Name:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**Phone and Contact:** \_\_\_\_\_

1. Premises Water Service and Locations:

- |    |                 |      |       |          |       |
|----|-----------------|------|-------|----------|-------|
| a. | Potable         | Size | _____ | Location | _____ |
| b. | Fire Protection | Size | _____ | Location | _____ |
| c. | Irrigation      | Size | _____ | Location | _____ |
| d. | Others          | Size | _____ | Location | _____ |

2. Any non-interrupted water services required? \_\_\_\_\_

Describe: \_\_\_\_\_  
\_\_\_\_\_

3. Any processes within your facility that use potable water? \_\_\_\_\_

4. Any chemical additives used within your facility (ie: boilers, cooling towers, fire protection, etc.)? \_\_\_\_\_

Describe: \_\_\_\_\_  
\_\_\_\_\_

5. Any secondary water sources used at this facility? \_\_\_\_\_

Describe: \_\_\_\_\_

a. Has this water source been tested by the local health department to determine if potable? \_\_\_\_\_

b. Is there any kind of chlorinator or chemicals used to make this water potable? \_\_\_\_\_

c. What is the water use for your facility? \_\_\_\_\_

d. Is the City water source protected from this second source of water? \_\_\_\_\_

Describe: \_\_\_\_\_



6. Any type of backflow preventers in use at this facility? \_\_\_\_\_  
Describe: \_\_\_\_\_
- a. Have these devices been tested? \_\_\_\_\_
- b. Date last tested? \_\_\_\_\_ By who? \_\_\_\_\_
7. Any type of pressurized system in the facility that is connected to the City's water supply? \_\_\_\_\_  
Describe: \_\_\_\_\_

**A copy of this report should be marked "Cross-Connection Survey" and mailed to:**

*City of Dahlonega, Georgia Cross-Connection Control Plan  
Water Superintendent  
City of Dahlonega  
465 Riley Road  
Dahlonega, Georgia 30533*



# City Council Agenda Memo

---

**DATE:** 9/19/2022  
**TITLE:** Choice Street Parking Lot Resurfacing  
**PRESENTED BY:** Vince Hunsinger, Capital Projects Manager

---

**AGENDA ITEM DESCRIPTION:**

Invitation to bid was sent out on 8/8/2022

---

**HISTORY/PAST ACTION:**

Bid opening will be on 9/23/2022

---

**FINANCIAL IMPACT:**

---

**RECOMMENDATION:**

---

**SUGGESTED MOTIONS:**

---

**ATTACHMENTS:**

---



# City Council Agenda Memo

---

**DATE:** 09/19/2022  
**TITLE:** Project # 2021-019 Choice Street Sidewalk  
**PRESENTED BY:** Vince Hunsinger, Capital Project Manager

---

**AGENDA ITEM DESCRIPTION:**

Construction of curb and gutter, sidewalk on Choice Street

---

**HISTORY/PAST ACTION:**

Invitation to bid was sent out on 8/8/2022

---

**FINANCIAL IMPACT:**

Bid opening are scheduled for 9/23/2022

---

**RECOMMENDATION:**

---

**SUGGESTED MOTIONS:**

---

**ATTACHMENTS:**

---



## City Council Agenda Memo

---

**DATE:** September 9, 2022  
**TITLE:** Proposed Construction Easement Pinetree Way  
**PRESENTED BY:** Allison Martin, Finance Director

---

### **AGENDA ITEM DESCRIPTION:**

Lumpkin County has requested a construction easement for the enhancement of Pinetree Way because of the new elementary school project.

---

### **HISTORY/PAST ACTION:**

The county and school system are making improvements to a city street due to their construction projects. Since Pinetree Way is a city street a temporary construction easement has been requested since non-city funds are being spent on the project.

---

### **FINANCIAL IMPACT:**

There is no impact on the city's operational budget.

---

### **RECOMMENDATION:**

Upon approval from the city's legal counsel as to the correctness of the forms and any requested supporting documents, staff would recommend approval of this request

---

### **SUGGESTED MOTIONS:**

n/a

---

### **ATTACHMENTS:**

Draft construction easement – not yet reviewed by legal

ROW Deed

---

923956

000141

WARRANTY DEED  
OF PUBLIC DEDICATION

LUMPKIN COUNTY, GEORGIA

THIS INDENTURE, made as of the 28<sup>th</sup> day of September, in the year of our Lord One Thousand Nine Hundred and Ninety-two, between BURLINGTON INDUSTRIES, INC., domiciled in the County of Lumpkin, State of Georgia, hereinafter referred to as party of the first part (Grantor), and CITY OF DAHLONEGA, being domiciled in the County of Lumpkin, State of Georgia, hereinafter referred to as party of the second part (Grantee).

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, all its interest in, together with all access rights except for curb cuts now in use, to:

All that tract of land lying and being in Land Lot 998 of the 12th District and 1st Section of the City of Dahlonega, Lumpkin County, Georgia, containing 0.73 acres, more or less, described as follows:

Beginning at the point of intersection of the Easterly right-of-way of the East Dahlonega Bypass and the Northern right-of-way line of a proposed street, having a right-of-way width of forty (40) feet, said point also being the most Western corner of a 2.194 acre tract conveyed to the Lumpkin County Commission of Georgia by Deed dated August 1, 1992; thence South 67°31'19" East along said Northern right-of-way line 797.96 feet to the terminus of the proposed street; thence South 22°16'00" West along said terminus 40.0 feet to the Southern right-of-way line of said proposed street; thence North 67°31'19" West along said Southern right-of-way line 801.16 feet to the Easterly right-of-way line of the East Dahlonega Bypass; thence Northerly along said Easterly right-of-way line 40 feet, more or less, to the point of beginning.

Subject tract is to be used as a public right-of-way only for street purposes.

The above-described tract of land is conveyed in such "as is" condition as the property may be in at the time of closing, and also conveyed subject to all covenants, restrictions and easements of record and easements for streets and utilities, if any, applicable to said property and zoning ordinances and

Deed-L

GEORGIA, LUMPKIN COUNTY  
REAL ESTATE TRANSFER TAX  
PAID 2-  
DATE 10-05-92  
Edward E. Tucker  
EDWARD E. TUCKER  
CLERK OF SUPERIOR COURT

STATE OF GEORGIA,  
LUMPKIN COUNTY.

### CONSTRUCTION EASEMENT

THIS INDENTURE made this \_\_\_\_\_ day of October, 2022, between **CITY OF DAHLONEGA**, hereinafter called the Grantor, as Party of the First Part, and **LUMPKIN COUNTY**, hereinafter called the Grantee, as Party of the Second Part.

#### WITNESSETH:

That the Grantor for and in consideration of the sum of ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid at and before the sealing and delivery of this instrument, has granted and conveyed unto the Grantee, a temporary construction easement over, through and across the following described property:

**All that tract or parcel of land lying and being in Land Lot 998 of the 12<sup>th</sup> District, 1<sup>st</sup> Section of Lumpkin County, Georgia, being in the City of Dahlonega, containing 0.73 acres, more or less, described as follows:**

**Beginning at the point of intersection of the Easterly right-of-way of the East Dahlonega Bypass and the Northern right-of-way line of Pinetree Way, having a right-of-way width of forty (40) feet, said point also being the most Western corner of a 2.194 acre tract conveyed to Lumpkin County dated August 1, 1992; thence South 67°31'19" East along said Northern right-of-way line 797.96 feet to the terminus of Pinetree Way; thence South 22°16'00" West along said terminus 40.0 feet to the Southern right-of-way line of Pinetree Way; thence North 67°31'19" West along said Southern right-of-way line 801.16 feet to the Easterly right-of-way line of the East Dahlonega Bypass; thence Northerly along said Easterly right-of-way line 40 feet, more or less, to the point of beginning. This is the same property described in that Warranty Deed of Public Dedication recorded in Deed Book L-11, Page 141, Lumpkin County Records.**

**Page Two**  
**Construction Easement**  
**Pinetree Way**

**Grantee shall have to the right to construct improvements over, through and across the above-described property in accordance with the Pinetree Way/Memorial Dr Road Widening plans prepared by Lumpkin County Engineering dated May 10, 2021, as revised July 12, 2022, consisting of Sheet C-001 through Sheet C-006.**

**This easement is a temporary construction easement and shall automatically terminate upon the completion of the above-described improvements.**

IN WITNESS WHEREOF, the Grantor has executed this easement the day and year above written.

**CITY OF DAHLONEGA**

By:

\_\_\_\_\_(SEAL)

**JoAnne Taylor, Mayor**

Attest:

\_\_\_\_\_(SEAL)

**Mary Csukas, Clerk**

Signed, sealed and delivered in  
the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



# CITY COUNCIL AGENDA REPORT

---

**DATE:** August 29, 2022  
**TITLE:** Intergovernmental Service Agreement – Downtown Development Authority  
**PRESENTED BY:** Allison Martin, Finance Director

---

## **AGENDA ITEM DESCRIPTION:**

An agreement is presented to continue the City's contractual relationship with the Downtown Development Authority (Authority) for the fiscal year 2023 and establish the Authority's budget and funding sources.

---

## **HISTORY/PAST ACTION:**

The budget for the fiscal year 2023 was reviewed during the budget process and determined to be consistent with the City's overall goals for the Authority.

---

## **FINANCIAL IMPACT:**

The Authority's budget has been established at an amount of \$306,219 of which \$150,000 will be funded from the City's general fund, and \$82,450 will be funded from hotel/motel tax collections.

---

## **RECOMMENDATION:**

To approve the Intergovernmental Service Agreement with the Downtown Development Authority for FY2023.

---

## **SUGGESTED MOTIONS:**

I make a motion to approve the Intergovernmental Service Agreement with the Downtown Development Authority for FY2023 and fund its budget from general fund revenue (\$150,000) and hotel/motel tax collections (\$82,450).

---

## **ATTACHMENTS:**

Intergovernmental Service Agreement – City of Dahlonega Downtown Development Authority

---



**INTERGOVERNMENTAL SERVICE AGREEMENT  
CITY OF DAHLONEGA DOWNTOWN DEVELOPMENT AUTHORITY**

THIS AGREEMENT is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, between the Downtown Development Authority of the City of Dahlonega, hereinafter referred to as "The Authority") and the City of Dahlonega (hereinafter referred to as "the City"), collectively referred to hereinafter as "the Parties".

WHEREAS, the Authority is an instrumentality of the City of Dahlonega, and whereas the City is desirous of funding the Authority for specific purposes in order to carry out tasks beneficial to the City, for which the Authority possesses certain special powers and skills necessary to carry out those purposes and which have been identified and noted in prior actions of the City enabling the Downtown Development Authority, and

WHEREAS, the purpose of the Authority is to stimulate and sustain economic development in Downtown Dahlonega by encouraging cooperation and building leadership; by advancing a positive image of downtown and promoting it as an exciting place to live, shop, and invest; by sustaining and improving the appearance of downtown; and by strengthening and expanding the economic base of downtown. Powers granted to the Authority to accomplish its purpose include: developing and promoting downtown; making long-range plans or proposals for downtown; financing (by loan, grant, lease, borrow, or otherwise) projects for the public good; executing contracts and agreements; and, purchasing, leasing and selling property.

WHEREAS, the Authority desires to pursue its work via a budgeted program approved by the City;

NOW THEREFORE, the parties agree as follows:

1. The Authority has provided a proposed budget for the fiscal year 2023 beginning October 1, 2022, to the City, and the City has reviewed that budget to determine whether the line items represented in the budget are consistent with the City's overall goals for the Authority.
2. The Authority's budget as presented in "Attachment A", attached hereto and incorporated herein as a part of this Agreement, has been approved at a revised amount of three-hundred six thousand, two-hundred nineteen and no/100's dollars (\$306,219). The Authority's expenditures are funded largely by intergovernmental revenue from the City of Dahlonega totaling \$234,250.
3. A transfer of \$150,000 is required from the City's general fund to fund operating expenditures presented in the budget. Unrestricted Hotel/Motel tax collections of \$82,450 are budgeted to partially fund expenditures related to tourism-related events. Intergovernmental revenue from the City of Dahlonega is accomplished by twelve, monthly cash transfers of an equal amount. At the conclusion of the fiscal year, any amount not required for actual expenditures is returned to the City of Dahlonega general fund unless otherwise identified as a multi-year commitment.
4. The City will provide administrative services and maintain the accounts and records for the Authority, and the Authority will follow City policies as applicable. The City currently provides as available the following staff support to the Authority: Executive Director (employee of the City on loan to the DDA), Main Street Manager (loaned employee for downtown business development, tourism/marketing, and public relations); Projects Coordinator, (employee of the City on loan to the DDA), Event Coordinator (employee of the City on loan to the DDA), City Manager (project management, as requested and available); Community Development Director (primary,

administrative and executive support); and Finance Director (account management, financial reports, audits, and other administrative functions).

5. The Authority will provide written activity reports to the city to include a monthly financial statement and a goals and accomplishments status report consistent with the monthly report required of City department directors.

6. The City's duty to fund the Authority's work in fiscal year 2023 shall be contingent upon the Authority's timely provision of the reports, compliance with its approved budget, and completion of projects.

7. This agreement shall terminate on September 30, 2023, unless otherwise renewed or modified.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the day and year first above written.

For the City of Dahlonge:

For the Downtown Development Authority:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## Ordinances and Resolutions

---

**DATE:** September 11, 2022  
**TITLE:** Resolution 2022-14 - FY22 Budget Amendment for Additional Tourism Funds  
**PRESENTED BY:** Allison Martin, Finance Director

---

### **AGENDA ITEM DESCRIPTION:**

Budget amendment for additional tourism funds for the visitor center's restroom project.

---

### **HISTORY/PAST ACTION:**

A mid-year review of hotel-motel tax proceeds shows an increase in revenue above the original budget. The city needs to spend additional funds to maintain compliance. The City previously approved \$54,000 toward the restroom upgrades at the visitor center. The county obtained bid prices and the project cost is \$184,000. The chamber is contributing \$105,000, leaving a funding gap of \$25,000.

---

### **FINANCIAL IMPACT:**

There is no adverse impact on the operating budget as tourism funds are segregated into a separate fund and have distinct requirements for use.

---

### **RECOMMENDATION:**

The staff's recommendation is to amend the budget by \$25,000 and pass the funds to the holder of the tourism contract to be used specifically for the visitor center restroom renovation project.

---

### **SUGGESTED MOTIONS:**

I make a motion to amend the FY2022 budget as outlined in Attachment A to Resolution 2022-14.

---

### **ATTACHMENTS:**

Resolution 2022-14

Attachment A, an attachment to Resolution 2022-14

---

**RESOLUTION 2022-14**  
**BUDGET AMENDMENT – FISCAL YEAR 2022**  
**ADDITIONAL TOURISM FUNDS**

**WHEREAS**, the City Council approved a budget for the Fiscal Year 2022 for the City of Dahlonega on August 16, 2021, and

**WHEREAS**, the budget is a dynamic rather than static revenue and spending plan which requires adjustment from time to time as circumstances change; and

**WHEREAS**, the City Council first amended the Fiscal Year 2022 budget on March 7, 2022 and again on May 2, 2022; and

**WHEREAS**, a review of hotel-motel tax collections has shown an increase in revenue above the original budget, and there is a need to amend the budget amounts for FY2022 to maintain compliance with state law.

**NOW, THEREFORE BE IT RESOLVED** that the Mayor and City Council of the City of Dahlonega, Georgia hereby adopts the adjustments to the Fiscal Year 2022 Budget as presented in “Attachment A” attached hereto and made a part of the Resolution.

**ADOPTED** this 3rd day of October 2022.

**CITY OF DAHLONEGA, GEORGIA**

By: \_\_\_\_\_  
JoAnne Taylor, Mayor

Attest:

\_\_\_\_\_  
Mary Csukas, City Clerk

**CITY OF DAHLONEGA**

## BUDGET AMENDMENT LISTING

<u>General Ledger Number</u>	<u>Description</u>	<u>Amount</u>
275.0000.52.1200	BA ADDITIONAL TOURISM FUNDS	\$25000 INCREASE
TOURISM SERVICES		
275.0000.31.4100	BA ADDITIONAL TOURISM FUNDS	\$25000 INCREASE
HOTEL/MOTEL TAXES		

---



# CITY COUNCIL AGENDA REPORT

---

**DATE:** September 12, 2022  
**TITLE:** 2023 Employee Benefits Program  
**PRESENTED BY:** Allison Martin, Finance Director  
Matt Bidwell, MSI Benefits Group, Inc.

---

## AGENDA ITEM DESCRIPTION:

2023 Employee Benefits Program

---

## HISTORY/PAST ACTION:

Each year the City reviews the employee benefit offerings and costs and develops a benefits package designed to improve the health and wellbeing of the employee and the employee's family while at the same time being affordable to the employee and to the City.

---

## FINANCIAL IMPACT:

The initial offering from GMA on our existing health insurance plan reflected a 20% increase. As this was substantially above the city's allocation for an increase in the FY23 budget, staff requested MSI put out renewal out to the market. We have received a portion of the information and were able to source insurance within our budget but have not received the ancillary costs for vision and dental. As soon as a complete package is presented to staff by MSI, our benefit broker, the information will be shared with Council. We have until late October to approve a renewal or change to a new company.

---

## RECOMMENDATION:

Staff will make a recommendation once the full package is presented for review and consideration.

---

## SUGGESTED MOTIONS:

n/a

---

## ATTACHMENTS:

GMA Initial Renewal Letter

---

**RISK MANAGEMENT AND  
EMPLOYEE BENEFIT SERVICES  
BOARD OF TRUSTEES**
**Chair**

Rebecca L. Tydings  
City Attorney, Centerville

Ms. Tammy Bruce  
Finance Technician

**Vice Chair**

Marcia Hampton  
City Manager, Douglasville

465 Riley Rd  
Dahlonega, GA 30533

**Secretary-Treasurer**

Larry H. Hanson  
CEO and Executive Director

Dear Ms. Bruce:

Each year, the actuary reviews the premium levels and plan designs offered by the Georgia Municipal Employees Benefit System (GMEBS) Life and Health Insurance Fund to determine if rates are sufficient to support claims and medical cost trends.

**Trustees:**

Shelly Berryhill  
Commissioner, Hawkinsville

Both the current rates for 2022 and the new rates for 2023 are shown below as well as a summary of the plan design updates. The new premium rates will appear on your January 2023 premium invoice, which will be mailed on or around December 27, 2022. Dental premium rates, if applicable to your city, will not increase in 2023. Vision premium rates will reflect a decrease of 8.5%.

Linda Blechinger  
Mayor, Auburn

**Premium Rate Information**

Meg Kelsey  
City Manager, LaGrange

**POS 90/70 - 1500**

Jessica O'Connor  
City Manager, Griffin

**Current Rates**

W. D. Palmer, III  
Councilmember, Camilla

	Employee Only	Employee + Family	Employee + Spouse Only	Employee + Children Only
Base Rate:	\$867.00	\$2,600.00	\$1,734.00	\$1,648.00
Commission:	\$34.68	\$104.00	\$69.36	\$65.92
<b>Total Current Rate:</b>	<b>\$901.68</b>	<b>\$2,704.00</b>	<b>\$1,803.36</b>	<b>\$1,713.92</b>

James F. Palmer  
Mayor, Calhoun

John Reid  
Mayor, Eatonton

**New Rates**

JoAnne Taylor  
Mayor, Dahlonega

Base Rate:	\$1,040.00	\$3,120.00	\$2,080.00	\$1,977.00
Commission:	\$41.60	\$124.80	\$83.20	\$79.08
<b>Total New Rate:</b>	<b>\$1,081.60</b>	<b>\$3,244.80</b>	<b>\$2,163.20</b>	<b>\$2,056.08</b>

Albert Thurman  
Mayor, Powder Springs

Kenneth L. Usry  
Mayor, Thomson

**POS 90/70 - 750**

Clemontine Washington  
Mayor Pro Tem, Midway

**Current Rates**

Vince Williams  
Mayor, Union City

	Employee Only	Employee + Family	Employee + Spouse Only	Employee + Children Only
Base Rate:	\$933.00	\$2,798.00	\$1,866.00	\$1,774.00
Commission:	\$37.32	\$111.92	\$74.64	\$70.96
<b>Total Current Rate:</b>	<b>\$970.32</b>	<b>\$2,909.92</b>	<b>\$1,940.64</b>	<b>\$1,844.96</b>

**New Rates**

Base Rate:	\$1,120.00	\$3,358.00	\$2,240.00	\$2,129.00
Commission:	\$44.80	\$134.32	\$89.60	\$85.16
<b>Total New Rate:</b>	<b>\$1,164.80</b>	<b>\$3,492.32</b>	<b>\$2,329.60</b>	<b>\$2,214.16</b>

**IMPORTANT Update regarding Open Enrollment:** Please note that Georgia Municipal Association, Inc., ("GMA"), the Program Administrator of the GMEBS Health Plan, is moving the Open Enrollment period in 2022 for plan year 2023 to the following dates:

GMA's electronic open enrollment processes for employers continue as we are taking steps to reduce paper forms and mailings. This year, GMA will mail open enrollment documents only to enrolled retirees and individuals on COBRA. **Participating Employers must deliver open enrollment documents to all eligible employees, whether or not enrolled, in accordance with the Employer Instructions.** In many cases, the delivery may be done by email. As the designated primary contact, you will be required to affirm in writing that you will distribute the documents in accordance with the Employer Instructions.

GMA will take the actions below to limit the document obligations for Participating Employers:

- GMA will prepare an Annual Open Enrollment Package that meets disclosure requirements under several different laws. This Package includes materials to distribute to all eligible employees (whether they are already enrolled or not) as well as important Employer Instructions and an Employer Affirmation.
- The Annual Open Enrollment Notice explains how to enroll or change elections during Open Enrollment, includes Legal Notices for 2023, explains how to find and print the Summaries of Benefits and Coverage from the GMA website, and states that free printed copies of the Summaries of Benefits and Coverage are available upon request.
- The Employer Instructions explain what the benefits contact at each Participating Employer must do at the following times in order to comply with applicable laws and avoid significant penalties:
  - At the beginning of Open Enrollment (No later than October 31, 2022);
  - When an employee becomes newly eligible in the middle of the year due to hire or change to a position that results in new eligibility;
  - When an employee who declined coverage enrolls mid-year due to a special enrollment event;
  - When any employee or dependent asks for a paper copy of the current Legal Notices or a Summary of Benefits and Coverage.
- GMA will require every Participating Employer to make an Employer Affirmation to affirm that it will distribute the enrollment materials in accordance with the Employer Instructions.
- GMA will send the Annual Open Enrollment package via US Mail to the address on file for all COBRA participants and enrolled retirees.
- GMA will continue to provide free printed copies of the Summaries of Benefits and Coverage if any individual calls GMA to request them.

On or before Friday, October 21, 2022, GMA will do the following:

- Email you the Annual Open Enrollment Package, the Employer Instructions, the Employer Affirmation, the Uniform Glossary of Coverage, and PDF versions of the Summaries of Benefits and Coverage for the plan options you offer and the Uniform Glossary of Coverage
- Post the Summaries of Benefits and Coverage, the updated Schedules of Benefits, the Uniform Glossary, and the Legal Notices 2023 on the GMA website.

The following contact list is provided for your convenience. If you have questions or comments, please do not hesitate to contact the following GMA staff:

*Renewal Rates / Plan Addition or Change:*

Denise Joyce, Director, Life and Health Insurance Services, 678-686-6231 or [djoyce@gacities.com](mailto:djoyce@gacities.com)  
Dagmar Wuertzen, Health Benefits Specialist, 678-686-6298 or [dwuertzen@gacities.com](mailto:dwuertzen@gacities.com)

*Assistance with scheduling Open Enrollment meetings:*

Kiara Dyson, Life & Health Services Manager, 678-651-1032 or [kdyson@gacities.com](mailto:kdyson@gacities.com)

*Benefit Plan / Eligibility / Open Enrollment questions and/or forms:*

Life and Health Hotline, 678-651-1039 or [lifeandhealthadministration@gacities.com](mailto:lifeandhealthadministration@gacities.com)

Lastly, we want to express our appreciation to all of our members for your continued support of the GMEBS Life and Health Program. The GMEBS Board and GMA leadership recognize that many of our members continue to face budgetary challenges. As a result, every attempt was made with this renewal to limit rate increases to the membership. If you have any questions about this matter, please do not hesitate to contact me.

Sincerely,



Denise Joyce  
Director, Life & Health Services