



**City of Helen
Georgia's Alpine
Village**

25 Alpenrosen Strasse
PO Box 280
Helen, Georgia 30545
706-878-2733
706-878-1655 -fax
www.cityofhelen.org



The City of Helen is an equal
opportunity provider and employer

**CITY OF HELEN
COMMISSION MEETING
MARCH 19, 2024
10:00 A.M.
AGENDA**

Commissioners:

Lee Landress
Steve Fowler
Mervin Barbree
Cliff Hood
Cinnamon Sullivan

City Manager:

Darrell Westmoreland

**City Clerk/
Clerk of Court:**

Marilyn M. Chastain

Finance Director:

Mona Wood

Chief of Police:

Aletha Barrett

**Building and Zoning
Administrator:**

Jonah Casper

**Public Works
Director:**

Jack Morgan

**Fire Department
Chief:**

Jody Prickett

1. CALL TO ORDER BY MAYOR STEVE FOWLER
2. ROLL CALL BY CITY CLERK MARILYN CHASTAIN
3. SPECIAL PRESENTATION BY THE POLICE DEPARTMENT TO K9 OFFICER MACHO ON HIS RETIREMENT
4. SALUTE TO THE FLAG
5. APPROVAL OF AGENDA
6. APPROVAL OF MINUTES FROM FEBRUARY 20, 2024
7. PETITIONS AND COMMUNICATIONS FROM THE PUBLIC
8. ALPINE HELEN/WHITE COUNTY C.V.B. MONTHLY REPORT
9. HELEN CHAMBER OF COMMERCE MONTHLY REPORT
10. ADMINISTRATIVE
 - A. UPDATE FROM CITY MANAGER OF CURRENT PROJECTS
 - B. FINANCIAL REPORT
 - C. DISCUSSION FOR APPROVAL OF ALCOHOL LICENSE FOR MARGO GRAHAM BRUCKUS D/B/A HEIDI HAUS LLC, LOCATED AT 8660 N. MAIN STREET, SUITE B, FOR BEER ON PREMISES.
11. POLICE DEPARTMENT MONTHLY REPORT
12. FIRE DEPARTMENT MONTHLY REPORT
13. PUBLIC WORKS, WATER AND WASTE WATER MONTHLY REPORT
14. BUILDING AND ZONING DEPARTMENT MONTHLY REPORT
15. PURCHASES AND BIDS

16. ORDINANCES;

A. ORDINANCE 24-02-01; SECOND READING: ORDINANCE 24-02-01 AN ORDINANCE OF THE CITY OF HELEN, GEORGIA, TO AMEND THE OFFICIAL CODE OF THE CITY OF HELEN, GEORGIA, BY THE ADDITION OF CHAPTER SEVENTY-ONE: MOTORIZED CARTS

B. ORDINANCE 24-02-02; SECOND READING: ORDINANCE 24-02-02 AN ORDINANCE ESTABLISHING A WATER AND SEWER SYSTEM CONNECTION FEE AND INSTALLATION FEE FOR NEW WATER AND SEWER CONNECTIONS WITHIN THE CITY OF HELEN WATER AND SEWER SERVICE DELIVERY AREA BY THE AMENDMENT OF CHAPTER 70 OF THE HELEN CITY CODE: UTILITIES

17. EXECUTIVE SESSION TO DISCUSS REAL ESTATE ACQUISITION, PENDING OR POTENTIAL LITIGATION

18. CITY COMMISSION COMMENTS

19. ADJOURNMENT

THIS AGENDA WAS POSTED MARCH 15, 2024

THE MEETING AGENDA IS SUBJECT TO CHANGE AND IS NOT FINAL UNTIL APPROVED BY THE CITY OF HELEN COMMISSION AT THE COMMISSION MEETING STATED HEREIN.



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**CITY OF HELEN
COMMISSION MEETING
FEBRUARY 20, 2024
MINUTES OF MEETING**

Commissioners:

Lee Landress
Steve Fowler
Mervin Barbree
Cliff Hood
Cinnamon Sullivan

The Helen City Commission met on Tuesday February 20, 2024 in the Commission Chambers at Helen City Hall. Mayor Pro Tempore Cliff Hood called the meeting to Order at 10:00 a.m. City Clerk Marilyn Chastain called the roll and the following were present; Commissioner Mervin Barbree, Commissioner Cinnamon Sullivan, Commissioner Cliff Hood and Commissioner Lee Landress. Absent was Mayor Steve Fowler. Also attending were Finance Officer Mona Wood, City Manager Darrell Westmoreland, City Attorney Carl Free, City Clerk Marilyn Chastain, Police Captain Bob Taormina, Fire Chief Jody Prickett, and Building & Zoning Director Jonah Casper. Absent was Police Chief Aletha Barrett and Public Works Director Jack Morgan.

City Manager:

Darrell Westmoreland

City Clerk/

Clerk of Court:

Marilyn M. Chastain

PLEDGE OF ALLEGIANCE TO THE FLAG

Finance Director:

Mona Wood

RESOLUTION NO, 24-02-01; A RESOLUTION OF THE CITY OF HELEN, GEORGIA TO NAME THE CITY OF HELEN COMMISSION MEETING ROOM "JEFFERY N. ASH COMMISSION HALL". City Manager Darrell Westmoreland read the Resolution. The Commission, employees and public gave Jeff Ash a standing ovation. Jeff Ash stated he is humbled and thankful for the recognition and appreciates the Commission and City staff.

Chief of Police:

Aletha Barrett

**Building and Zoning
Administrator:**

Jonah Casper

APPROVAL OF AGENDA; Motion to approve as submitted made by Commissioner Lee Landress, 2nd by Commissioner Mervin Barbree. Motion approved with a unanimous vote of the Commission present.

**Public Works
Director:**

Jack Morgan

APPROVAL OF MINUTES FROM JANUARY 16, 2024; Motion to approve as submitted made by Commissioner Mervin Barbree, 2nd by Commissioner Cinnamon Sullivan. Motion approved with a unanimous vote of the Commission present.

**Fire Department
Chief:**

Jody Prickett

PETITIONS AND COMMUNICATIONS FROM THE PUBLIC; None

ALPINE HELEN/WHITE COUNTY C.V.B. MONTHLY REPORT; Report included as an integral part of the Minutes. Director Jerry Brown was not present but had asked City Manager Darrell Westmoreland to ask if the Commission if they would sponsor again the t-shirts for the annual Songwriters event that will take place April 26 – 28. Motion to approve sponsoring the T-shirts for the Songwriters event made by Commissioner Mervin Barbree, 2nd by Commissioner Cinnamon Sullivan. Motion approved with a unanimous vote of the Commission present.

HELEN CHAMBER OF COMMERCE MONTHLY REPORT; Judy Holloway informed the Commission that Fashing was over and went well, that the next project at the Festhall is to remodel the kitchen, floors and south bar, that on March 30th will begin the 35th

**COMMISSION MEETING
FEBRUARY 20, 2024
MINUTES OF MEETING
PAGE 2**

annual Trout Festival and Bingo will start back April 2nd with the Covair Club coming in April and that the Shriners have signed the agreement to have an event at the Chamber.

ADMINISTRATIVE

UPDATE FROM CITY MANAGER OF CURRENT PROJECTS; City Manager Darrell Westmoreland stated that the new Public Restrooms are currently being built and should be completed within 6 weeks thanks to the Supervision of Fred Garmon heading up the construction. He also stated the wall is being built today under the bridge and should be completed today. He then turned the remainder over to Greg Bennett from EMI with written report to be included as an integral part of the Minutes. Greg Bennett then gave a verbal report of ongoing projects.

FINANCIAL REPORT; Report to be included as in integral part of the Minutes. Finance Director Mona Wood stated that the Hotel/Motel tax had been flat but is now going up.

BUDGET AMENDMENT & RESOLUTION 2022-2023; RESOLUTION 24-02-02 A RESOLUTION OF THE CITY OF HELEN, GEORGIA AUTHORIZING A FINAL COMPREHENSIVE ADJUSTMENT TO FISCAL YEAR 2022-2023 BUDGETARY APPROPRIATIONS; Finance Director Mona Wood read Resolution 24-02-02. Motion to approve the Budget Amendment and Resolution 24-02-02 made by Commissioner Lee Landress, 2nd by Commissioner Mervin Barbree. Motion approved with a unanimous vote of the Commission present.

AUDIT REPORT FROM WAYNE TUCK OF WALKER, PIERCE & TUCK; Wayne Tuck of Walker, Pierce & Tuck informed the Commission that the Audit is complete and he gives the City an unqualified Opinion on the Audit. He stated it is obvious that the staff properly handles procedure. He thanked the Commission and staff for allowing his firm the opportunity to do the Audit. He advised that on page 7 the statement of Review shows income as all going up, that the Revenues reveal the City is doing well. He encouraged the Commission to read the notes in the report.

POLICE DEPARTMENT MONTHLY REPORT; Report included as an integral part of the Minutes. Police Captain Bob Taormina gave a verbal report. He stated that Officers are getting training, that K9 Macho will be retired in March after new dog and trainer are certified and that the kennel in the patrol car is going to be refurbished.

FIRE DEPARTMENT MONTHLY REPORT; Report included as an integral part of the Minutes. Fire Chief Jody Prickett gave a verbal report and stated he included in his report a listing of his current fire department employees.

**COMMISSION MEETING
FEBRUARY 20, 2024
MINUTES OF MEETING
PAGE 3**

PUBLIC WORKS, WATER AND WASTE WATER MONTHLY REPORT; Report included as an integral part of the Minutes.

BUILDING AND ZONING DEPARTMENT MONTHLY REPORT; Report included as an integral part of the Minutes. Building and Zoning Director Jonah Casper gave a verbal report and stated there is a lot of new homes being built in Innsbruck. He then stated the re-zoning application had been filed for the Tiny Town property and the adjoining property owners had been notified by mail with the first public hearing March 12, 2024 @ 9:00 and the second hearing set for the Commission meeting on March 19, 2024.

PURCHASES AND BIDS; None

ORDINANCES; ORDINANCE 24-02-01; FIRST READING, ORDINANCE 24-02-01 AN ORDINANCE OF THE CITY OF HELEN, GEORGIA, TO AMEND THE OFFICIAL CODE OF THE CITY OF HELEN, GEORGIA, BY THE ADDITION OF CHAPTER SEVENTY-ONE: MOTORIZED CARTS; City Attorney Carl Free read the ordinance. Discussed was the addition of clarification on the citations being written to the cart owner versus the driver if cited. City Attorney Carl Free stated he will amend the Ordinance before the next reading. Motion to approve the first reading made by Commissioner Cinnamon Sullivan, 2nd by Commissioner Lee Landress. Motion approved with a unanimous vote of the Commission present.

ORDINANCE 24-02-02; FIRST READING, ORDINANCE 24-02-02 AN ORDINANCE ESTABLISHING A WATER AND SEWER SYSTEM CONNECTION FEE AND INSTALLATION FEE FOR NEW WATER AND SEWER CONNECTIONS WITHIN THE CITY OF HELEN WATER AND SEWER SERVICE DELIVERY AREA BY THE AMENDMENT OF CHAPTER 70 OF THE HELEN CITY CODE: UTILITIES; City Attorney Carl Free read the ordinance. City Attorney Carl Free stated that section 34-184 is to be removed before the next reading. Motion to approve the first reading made by Commissioner Mervin Barbree, 2nd by Commissioner Cinnamon Sullivan. Motion approved with a unanimous vote of the Commission present.

EXECUTIVE SESSION TO DISCUSS PENDING/POTENTIAL LITIGATION, ACQUISITION/SALE OF REAL ESTATE; Motion to go into Executive Session at 11:16 a.m. made by Commissioner Lee Landress, 2nd by Commissioner Cinnamon Sullivan. Motion approved with a unanimous vote of the Commission present.

Motion to resume the regular Commission meeting at 11:53 a.m. made by Commissioner Cinnamon Sullivan, 2nd by Commissioner Lee Landress. Motion approved with a unanimous vote of the Commission present.

**COMMISSION MEETING
FEBRUARY 20, 2024
MINUTES OF MEETING
PAGE 4**

Motion as a result of the Executive Session to formally approve the Settlement agreement on the class action lawsuit the City had approved being part of on the Opioid suit made by Commissioner Cinnamon Sullivan, 2nd by Commissioner Mervin Barbree. Motion approved with a unanimous vote of the Commission present.

CITY COMMISSION COMMENTS

ADJOURNMENT; Motion to adjourn at 11:54 made by Commissioner Cinnamon Sullivan, 2nd by Commissioner Mervin Barbree. Motion approved with a unanimous vote of the Commission present.

RESPECTFULLY PREPARED BY CITY CLERK MARILYN CHASTAIN

A handwritten signature in cursive script, appearing to read "Marilyn Chastain".



Alpine Helen/White County Convention & Visitors Bureau

P.O. Box 730 • Helen, Georgia 30545 • 706-878-2181 • FAX 706-878-4032

CVB Report February, 2024

ADVERTISEMENTS:

- Press Release for the 34th Annual Helen Trout Tournament.
- South Carolina Living Magazine.
- Blue Ridge County Annual Almanac Magazine.
- Explore Georgia Travel Guide.
- Georgia EMC Magazine.
- Group Tour Magazine.
- Blue Ridge Motorcycling Magazine – Story on Helen.
- American Road Magazine.
- Atlanta Magazine.
- LRC Inc. Blogs and Social Media Campaigns.
- The AJC – Georgia Gems: 5 Unmissable stops along the Blue Ridge Mountains – Helen. 10.8 Million Impressions, with an estimated value of \$99,900.
- LRC – Travel Media Press Room article - Helen.
- Winterfest insert in all CNI newspapers.
- Style Blue Print.com – 12 USA Destinations that feel like Europe – Helen. 300,000. Impressions, with an estimated value of \$2,775.
- Readers Digest – The most Charming Small Towns in Every State – Helen. 11.2 Millions Impressions, with an estimated value of \$103,000.
- World Atlas.com – The Southern United States 7 most underrated towns to visit in 2024 – Helen. 8.8 Million Impressions, with an estimated value of \$81,878.
- AJC.com – Made in Georgia: Family keeps tradition alive at Nora Mill Granary in Helen. 10.8 Million Impressions, with an estimated value of \$99,900.
- World Atlas.com – 7 picturesque small towns in Georgia for a weekend retreat – Helen. 10.8 Million Impressions, with an estimated value of \$99,900.
- Explore Geria.com – Unforgettable Georgia Experiences for spring and summer – Unicoi State Park. 755,000. Impressions, with an estimated value of \$6,984.
- The Travel.com – 10 small towns in the south for a budget friendly Vacation – Helen #8. 2.5 Million Impressions, with an estimated value of \$36,000.



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WELCOME CENTER:

- 1,828. Visitors stopped by the Welcome Center in February.
- Helen Travel Guides delivered over 179 cases of the new guides. Mailed out an additional 79 Travel Guides by request in February. We had 56 Travel Guide downloads.
- Website visits for the month of February 82,000. (+4,663.) with 79,000. Unique/new visitors 2.68 page visits with over 298,000 (+2,949) page views with duration of 2.42 minutes per view. Bounce rate of 48.78%.

TRAVEL SHOWS/MEETINGS:

- February 2nd – Director Brown met with Tanya Stanley to get her started on the Zartico dashboard training.
- February 6th – Director Brown completed the January monthly CVB report.
- February 7th – Director Brown attended the monthly Travel Association Board meeting in Blairsville.
- February 8th – Director Brown met with Big Slate Media to discuss possible social media short reels.
- February 13th – Director Brown attended a zoom meeting with Troy Campbell the Chamber President for Leavenworth Washington and his marketing assistant. We discussed similarities and the possibility of our Board traveling to meet with them and other city leaders.
- February 15th – Director Brown met with (zoom) Shannon Grey of the Grey Research Firm to plan for our research needs. Proposal to follow.
- February 16th – Director Brown met with Advance Travel & Tourism to review the monthly report. All sectors are still performing well.
- February 21st – Director Brown met with the AJC to complete plans for the spring campaign.

3/24

Water/Wastewater - Infrastructure Projects Update - City of Helen

Groundwater Development: The hydrogeologist hired by the City has selected four potential sites for ground water exploration. The City has moved forward with the Lenzen Property site, additional sites will be recommended after development. Additionally, EMI is moving forward with an ARC grant application for future ground water wells.

Main Street Sidewalk: Initial design of the sidewalk, curb/gutter and storm drain has been completed. We are still in communication with GDOT about modifications to the retaining wall and obtaining final approval.

Main Lift-Station: Majority of work is complete, tentative scheduled start up of lift-station is March 26th. *Anticipated Completion Date May 2024.*

Well # 11 (Lenzen Property Well): Well has been drilled and yield test has been completed with a flow rate of 51 gallons per minute. The hydrogeologist is recommending to hydro-frack the well, cost is \$11,500. Yield test would need to be conducted once hydrofracking is completed.

SSES: Pre-construction conference was completed March 18th with work scheduled to begin the week of March 25th. *Anticipated Completion Date November 2024.*

LAS Improvements: Road construction and erosion repairs are complete, dredging of the channel and the two small ponds has been complete, large pond is set to begin. Contractor is in process of providing City pricing on remaining repairs to LAS piping. - *Anticipated Completion Date June 2024.*

Comprehensive Sidewalk Plan: EMI has developed new maps to use as a basis of the study and have provided such to the City for use.

SCADA/Telemetry System: Installation of equipment is complete. Windstream is set to complete internet service next week and startup will begin soon after.

Capital Improvement Plan (CIP): The financial analysis portion of the CIP is complete; a review has been completed with City staff, more discussion at upcoming City Retreat.

COMMERCIAL LEASE CONTRACT

STATE OF GEORGIA
COUNTY OF WHITE

THIS LEASE, effective the ____ day of _____, 2024, by and between **THE JEFFREY'S GROUP, INC.**, (a Georgia Domestic Profit Corporation), first party, (hereinafter called "Landlord") and **THE CITY OF HELEN, GEORGIA**, (a Georgia Municipal Corporation), second party (hereinafter called "Tenant");

W I T N E S S E T H:

1. DEFINITIONS:

The following terms as defined below, are used generally in this Lease. Additional terms, as employed in the specific Sections hereunder, are defined pursuant to those Sections.

Demised Premises is defined in Section 2 of this Lease.

Landlord is defined in the first paragraph of this Lease.

Property means that tract or parcel of land and any improvements thereon as described in the Demised Premises in Section 2 of this Lease.

Tenant is defined in the first paragraph of this Lease.

2. DEMISED PREMISES:

The Landlord, for an in consideration of the rentals, covenants, agreements, and stipulations hereinafter mentioned, reserved and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the Tenant, and the Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the described property, (hereinafter called the "Demised Premises"), as follows:

ALL THAT TRACT OR PARCEL OF LAND, lying and being within the City of Helen, Georgia, containing 0.92 acres, more or less, under date of May 9, 2013, as shown on a Plat of survey prepared by London Land Surveying, Inc. and attached hereto as "Exhibit A". The purpose of said leased area will be for the operation of a municipal parking lot. The parties hereto acknowledge that the improvements shown on the referenced plat of survey have been removed and replaced with a paved and striped parking lot.

3. LEASE TERM:

To have and to hold the same for the term to commence on the 11th day of March, 2024 and ending on the 31st day of December, 2025, at midnight, unless sooner terminated as hereinafter provided (hereinafter called "Lease Term"). The lease shall be renewable by the mutual agreement of both parties. The parties acknowledge that it will be approximately three weeks until the electronic collections box referenced in

paragraph five is complete and the use of the property as a municipal parking lot becomes operational.

4. BASE RENTAL:

The Tenant agrees to pay to the Landlord on a quarterly basis. The Tenant shall pay the Landlord **80% of the gross receipts** generated for parking on the demised premises each quarter. Tenant shall be entitled to retain the remaining 20% of the gross receipts generated during each accounting period.

5. BASE RENTAL CALCULATION:

The Tenant agrees to install an electronic collection box (as utilized by the City at its other municipal parking lots) as a separate electronic collection box for the demised premises. Said electronic collection box will be solely for the parking spaces located on the demised premise. In conjunction with the payment by Tenant to Landlord, Tenant shall provide Landlord with the report of gross parking lot receipts generated during the accounting period for the demised premises. The proceeds from the payments to the electronic collection box for the demised premises shall be paid to a separate segregated bank account, solely for the demised premises. Each quarter, the city shall retain its 20% of the gross receipts and the remaining 80% of the gross receipts, due as the rental payment, shall be made payable to The Jeffrey's Group, INC., at P.O. Box 32, Helen, GA 30545, OR direct deposited into such bank account as the Landlord may designate in writing to Tenant.

6. MAINTENANCE:

Tenant agrees that while tenant is the tenant during the lease, Tenant's public works employees will blow off the lot, and perform the same regular cleanup duties on the demised premises as are performed on the municipal lot adjacent to the Tenant's adjacent municipal parking lot. Installation, maintenance and repairs of the electronic collection box for the demised premises shall also be the Tenant's responsibility.

7. CONSTRUCTION OF THIS AGREEMENT:

No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

8. UTILITIES, ELECTRICITY, INTERNET and other:

Tenant shall be solely responsible for all necessary utility charges to operate the electronic collections box on the demised premises.

9. USE AND CARE OF PREMISES:

The Demised Premises shall be used for municipal parking lot purposes in accordance with the terms herein. Tenant shall not use, store or dispose of, or permit the use, storage or disposal of, upon the Demised Premises, any hazardous, toxic or flammable materials, contaminants, oil, radioactive or other material the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any local, state or federal agency, authority or governmental unit. The premises may not be sublet.

10. ABANDONMENT OF THE PREMISES:

Tenant agrees not to abandon or vacate the Demised Premises during the period of this Lease and agrees to use the Demised Premises for the purpose herein leased until the expiration hereof.

11. REPAIRS BY TENANT:

Tenant accepts the Demised Premises in their present condition and as suited for the uses intended by Tenant. The Tenant is under no obligation to perform repairs to the Demised Premises other than the basic maintenance to be provided by the city in conjunction with the regular maintenance service to the adjacent municipal parking lot as reflected in paragraph six, *supra*.

12. REAL ESTATE TAXES:

Landlord shall be responsible for all real estate taxes upon the property.

13. LIABILITY INSURANCE:

Tenant shall maintain liability insurance for the demised premises, in the same form and fashion as such insurance is maintained on Tenant's additional municipal parking lots. The insurance obtained by Tenant shall show Landlord as an additional insured for these demised premises. Landlord may maintain such additional liability insurance as Landlord desires.

14. DESTRUCTION OF OR DAMAGE TO PREMISES:

If the Demised Premises are totally destroyed by storm, tornado, earthquake or other casualty, this Lease shall terminate.

15. ASSIGNMENT & SUBLETTING:

Tenant may not assign this Lease or any interest hereunder, or sublease Demised Premises or any part thereof, or permit the

use of Demised Premises by any party other than Tenant.

16. TENANT IMPROVEMENTS AND REMOVAL OF FIXTURES:

The electronic collections box and any other such trade owned and installed by Tenant in the Demised Premises shall remain the property of Tenant. Upon the end of the lease, Tenant shall remove such fixtures, restoring the demised premises to their prior condition.

17. CANCELLATION OF LEASE BY LANDLORD:

It is mutually agreed that in the event Tenant shall default in the payment of Base Rental when due, and fails to cure said default within FIFTEEN (15) days after written notice thereof from Landlord; thereafter (but only during continuance of such default or condition), Landlord may terminate this Lease by written notice to Tenant; whereupon this Lease shall end. Landlord may also terminate the lease following any given year in which the base rental payable to the Landlord (As defined in paragraph four, *supra*) does not exceed \$100,000.00. This calculation shall be pro-rata for the partial year of 2024 beginning with the date the parking lot can begin operations. Should rental payable to landlord not meet the threshold requirement contained in this paragraph, Landlord shall have the right to terminate the lease by delivering written notice to the Tenant by January 15th of each year.

18. EXTERIOR SIGNS:

Tenant shall be responsible for the installation and maintenance of parking lot signage for the Demised Premises.

19. EFFECT OF TERMINATION OF LEASE:

No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect Base Rental due Landlord by Tenant.

20. NO ESTATE IN LAND:

This Lease shall create no estate in land, but a usufruct only, not subject to taxation and levy and sale.

21. HOLDING OVER:

If Tenant remains in possession of the Demised Premises after expiration of the Lease Term, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant at will under these same terms until notice of termination is provided.

22. RIGHTS CUMULATIVE: All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but

not restrictive to those given by law.

23. SERVICE OF NOTICE:

All notices required by law or by this Lease to given Landlord shall be given by depositing same in registered or certified U.S. Mail, postage prepaid, and addressed as follows:

For Landlord:

The Jeffrey's Group INC.
P.O. BOX 32
HELEN, GA 30545

For Tenant:

City Manager
P.O. Box 280
Helen, GA 30545

or to such other address as Landlord may from time to time designate in writing to Tenant.

24. STATEMENT OF ACCEPTANCE:

THE PREMISES ARE SPECIFICALLY AND EXPRESSLY LEASED FOR THE PURPOSE OF FUNCTIONING AS A PARKING LOT FOR THE CITY OF HELEN. PREMISES ARE ACCEPTED IN THEIR CURRENT CONDITION AS SUITABLE FOR SUCH A PURPOSE.

25. QUIET ENJOYMENT:

Landlord hereby covenants and agrees to permit Tenant quiet enjoyment of possession of the Demised Premises during the Lease Term, so long as Tenant shall pay the Rental aforesaid and carry out all other obligations herein made binding upon the Tenant.

26. NO FREE OR EXEMPT PARKING:

Tenant provides free parking to certain qualified persons at Tenant's other municipal parking lots. Tenant hereby agrees that there shall be no free or exempt parking in the Demised Premises during the term of the agreement.

27. SUCCESSORS AND ASSIGNS, GOVERNING LAW AND BINDING EFFECT:

"Landlord" as used in this Lease shall include first party, heirs, representatives, assigns and successors in title to the Property.

"Tenant" shall include second party, heirs and representatives, and assigns. The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Lease. Except as otherwise provided herein, this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

28. TIME OF THE ESSENCE:

In all instances where Tenant is required by the terms and provisions of this Lease to pay and sum or to do any act at a particular indicated time or within any indicated period, it is understood and agreed that time is of the essence.

29. WAIVER OF CLAIMS:

To the extent permitted by law, Landlord and Landlord's agents, employees and contractors shall not be liable for, and Tenant hereby indemnifies, holds harmless and releases Landlord, its agents, employees and contractors from and against any and all claims for damage to persons or property sustained by Tenant or any person claiming through Tenant resulting from any fire, accident, occurrence or condition in or upon the Demised Premises of which it shall be a part except where such claims arise solely out of the gross negligence or willful misconduct of Landlord or Landlord's agents.

30. ENTIRE AGREEMENT:

This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein unless contained in a modification in writing executed by all of the parties hereto, shall be of any force or effect.

31. CONTRACTOR SERVICES:

In the event that Tenant should obtain a contractor and or bids for repaving, striping, or other work to be performed upon Tenant's adjacent municipal parking lot; then, in such event; Tenant shall arrange for such contractor or contractors to provide a quote for the Landlord for the same services to be performed upon the demised premises. The Landlord shall not be required to have such work performed, but shall be give the option. Should Landlord choose to have such work performed, then in such event, the Landlord will be responsible for the payments to the contractor or contractors for the work to be performed upon the demised premises.

32. INGRESS/EGRESS BETWEEN PARKING LOTS:

Tenant owns an adjacent Municipal Parking Lot to the demised premises. While there currently exists no direct access between the two lots, the parties agree that there shall not be a wall or barrier created between the two parking lots. The parties further agree that should either party find it desirable to create a subsequent paved access which will connect the two parking lots, that either party shall have the right to do so at their own expense.

33. RIGHT OF FIRST REFUSAL:

During the term of this lease, Landlord shall not sell the above described property to any party other than Tenant unless Landlord shall have first:

(a) obtained a duly executed valid and binding offer in writing from a prospective purchaser other than Tenant to purchase said property (hereinafter referred to as the 'Third Party Offer'),

(b) offered (hereinafter referred to as the 'Refusal Offer') to sell the subject property (or such portion thereof) to Tenant in writing for the offer price in the "Third Party Offer" and

(c) received notice of rejection of the Refusal Offer in writing from Tenant **OR** have failed to receive from Tenant a notice of acceptance of the Refusal Offer within thirty (30) days after the Refusal Offer was sent from Landlord to the Tenant by certified mail, return receipt requested.

If Tenant rejects or fails to accept the Refusal Offer within the period referred to above, then Landlord may evidence that they have complied with the requirements of this right to first refusal by the recording of a written rejection by the purchaser upon the deed records of White County, Georgia; or, the recording of a written affidavit by Landlord that the terms of this agreement have been complied with, attaching the appropriate certified mail documentation as an exhibit.

Should Tenant accept such offer, Tenant shall be prepared to close on the property within 60 days of the "Refusal Offer" date.

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

Signed, sealed and delivered
this ___ day of _____,
2024, as to Landlord,
in the presence of:

Landlord:
The Jeffrey's Group, INC.

By: Jeffrey N. Ash Sr., CEO

By: Paula D. Ash, Secretary

Notary Public
My Comm. Expires: _____
[NOTARIAL SEAL]

Signed, sealed and delivered
this ____ day of _____,
2024, as to Tenant,
in the presence of:

Tenant:
The City of Helen, Georgia

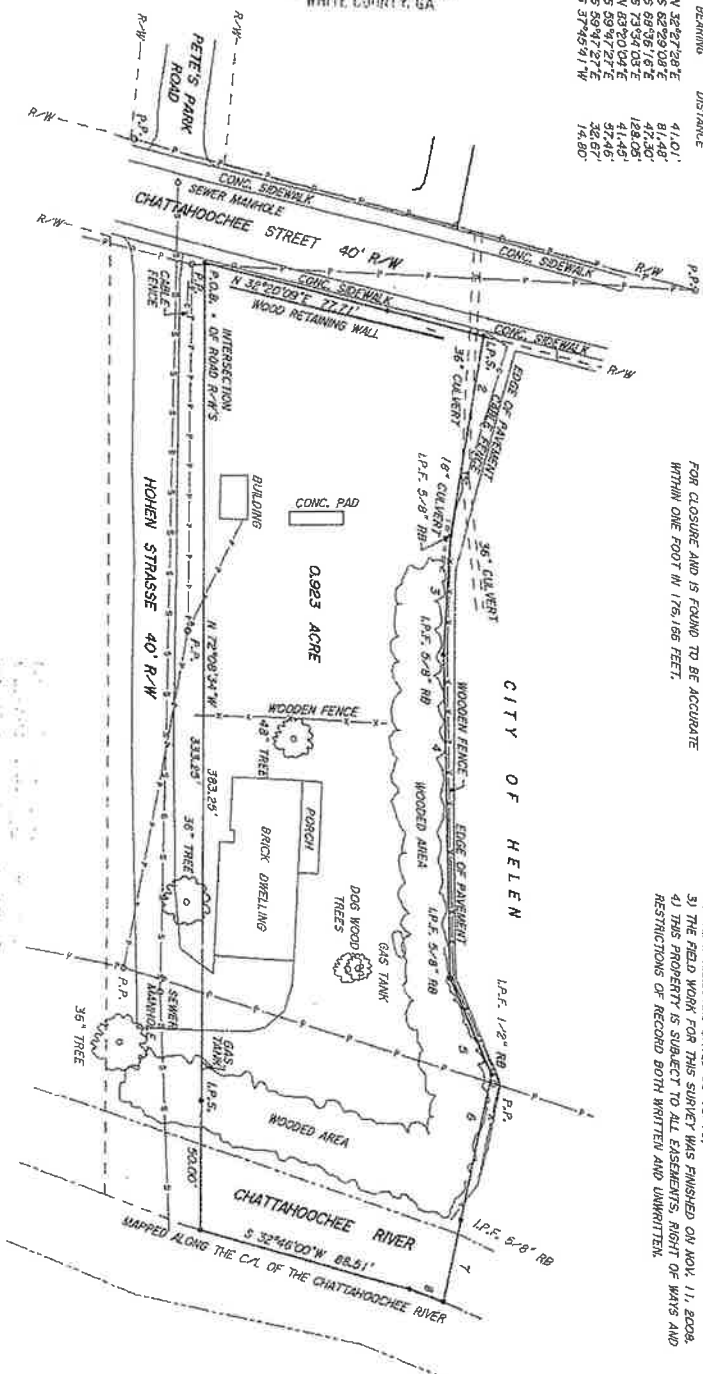
**By: Darrell Westmoreland,
City Mgr**

Notary Public
My Comm Expires: _____
[NOTARIAL SEAL]

NUMBERED CALLS

NUMBER	BEARING	DISTANCE
1	N 82°07'39"E	41.01'
2	S 83°02'00"E	81.48'
3	S 89°06'16"E	47.30'
4	S 73°04'03"E	128.05'
5	N 83°00'04"E	41.45'
6	S 89°07'27"E	37.46'
7	S 72°02'14"E	32.80'
8	S 74°54'14"E	14.80'

2008 NOV 19 PM 1:23
 BOOK 63 PAGE 130
 DEHA M. ADAMS, CLERK
 WHITE COUNTY, GA



THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 178,186 FEET.

NOTES: 1) PART OF THIS PROPERTY IS THE SAME AS A PLAT MADE FOR ELVA MARY HOBSON ANDERSON AS MAPPED BY R.A. HATHAWAY R.L.S. AND DATED 08-20-07. 2) FOR REFERENCE SEE A PLAT MADE FOR WARREN SMITH AS MAPPED BY R.A. HATHAWAY R.L.S. AND DATED 06-18-07. 3) THE FIELD WORK FOR THIS SURVEY WAS FINISHED ON NOV. 11, 2008. 4) THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHT OF WAY AND RESTRICTIONS OF RECORD BOTH WRITTEN AND UNWRITTEN.

SURVEYORS:
 LOVELL, DUAL, MILLER & ASSOCIATES, INC.
 R. 1934, N. 2259, H. 2396
 CLARKESVILLE, GA. 30523
 TELEPHONE - (706) 754-9422

MAP PREPARED FOR
TRUST UNDER THE WILL OF NEAL ASH
JEFFREY NEAL ASH, SR.
 TRUSTEE
 CITY OF HELEN
 WHITE COUNTY
 GEORGIA

DATE: NOV. 14, 2008
 REVISED:
 LAND LOT: 38
 DISTRICT: 3 RD.
 COUNTY OF WHITE
 FILE # 0901/4
 FIELD BOOK # HUSKY
 INSTRUMENTS USED:
 TOPCON 615-211D
 SYMBOLS:
 I.P.F. = IRON PIN FOUND
 I.P.S. = IRON PIN SET
 C.M. = CONCRETE MONUMENT



THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 16,092 FEET AND AN ANGULAR ERROR OF 0'00.28" PER ANGLE AND WAS ADJUSTED USING THE COMPASS RULE.

GRAPHIC SCALE - FEET
 0 40 80 120



**CITY OF HELEN
FINANCIAL REPORT SUMMARY
EIGHT MONTHS ENDED FEBRUARY 29, 2024
TAX REVENUES SUMMARY COMPARISON**

TAX REVENUES

HOTEL/MOTEL TAX FUND

<u>Monthly Comparison</u>			
<u>Feb-23</u>	<u>Feb-24</u>	<u>Difference</u>	<u>% Inc(Dec)</u>
180,726	123,194	-57,532	-31.83%

<u>Fiscal YTD Comparison - Eight Months Ended 2/29/24</u>			
<u>Feb-23</u>	<u>Feb-24</u>	<u>Difference</u>	<u>% Inc(Dec)</u>
2,144,433	2,197,082	52,649	2.46%

SALES TAX

<u>Monthly Comparison</u>			
<u>Feb-23</u>	<u>Feb-24</u>	<u>Difference</u>	<u>% Inc(Dec)</u>
108,350	111,185	2,835	2.62%

<u>Fiscal YTD Comparison - Eight Months Ended 2/29/24</u>			
<u>Feb-23</u>	<u>Feb-24</u>	<u>Difference</u>	<u>% Inc(Dec)</u>
1,053,697	1,098,471	44,774	4.25%

BEER/WINE/LIQUOR EXCISE TAX

<u>Monthly Comparison</u>			
<u>Feb-23</u>	<u>Feb-24</u>	<u>Difference</u>	<u>% Inc(Dec)</u>
10,979	8,544	-2,435	-22.18%

<u>Fiscal YTD Comparison - Eight Months Ended 2/29/24</u>			
<u>Feb-23</u>	<u>Feb-24</u>	<u>Difference</u>	<u>% Inc(Dec)</u>
142,589	131,392	-11,197	-7.85%

MIXED DRINK TAX

<u>Monthly Comparison</u>			
<u>Feb-23</u>	<u>Feb-24</u>	<u>Difference</u>	<u>% Inc(Dec)</u>
4,063	4,912	849	20.90%

<u>Fiscal YTD Comparison - Eight Months Ended 2/29/24</u>			
<u>Feb-23</u>	<u>Feb-24</u>	<u>Difference</u>	<u>% Inc(Dec)</u>
76,431	84,481	8,050	10.53%

2020 SPLOST

<u>Monthly Comparison</u>			
<u>Feb-23</u>	<u>Feb-24</u>	<u>Difference</u>	<u>% Inc(Dec)</u>
107,505	110,074	2,569	2.39%

<u>Fiscal YTD Comparison - Eight Months Ended 2/29/24</u>			
<u>Feb-23</u>	<u>Feb-24</u>	<u>Difference</u>	<u>% Inc(Dec)</u>
1,041,643	1,086,733	45,090	4.33%

Fiscal YTD Comparison - Eight Months Ended 2/29/24

<u>Budget</u>	<u>Actual</u>	<u>% Inc(Dec)</u>
1,425,000	1,086,733	76.26%

<u>Cumulative #39</u>	<u>Estimated 2020</u>	<u>Difference</u>	<u>% of Estimate</u>
4,726,360	5,600,000	873,640	84.40%



**2021 Construction Fund
Account Summary**

Date Range: 08/01/2021 - 2/29/2024

	Budget	2/29/2024	Available @ 2/29/24
HEX STRASSE WELL	250,000	80,471	169,529
LENZEN PROPERTY WELL #11	495,000	81,557	413,443
MAIN LIFT STATION	1,450,000	1,105,157	344,843
SSES IMPROVEMENTS	1,500,000	81,980	1,418,020
CHATTAHOOCHEE RIVER SEWER LINE	375,000	239,360	135,640
GROUND WATER DEVELOPMENT	25,000	37,569	(12,569)
METER REPLACEMENT	595,000	409,286	185,714
WWTF SOLIDS REMOVAL	425,000	558,379	(133,379)
LAS IMPROVEMENTS	875,000	658,980	216,020
	<u>5,990,000</u>	<u>3,252,739</u>	<u>2,737,261</u>



City of Helen Debt Service as of February 29, 2024

Lender	Collateral	Loan Amount	Rate	Pmt. Amount	Due	Balance	Matures
BB&T	HME Ahrens Fire Truck	406,802	3.060	47,721	January*	134,829	Jan-27
GEFA CWSRF 14-018	Willow Pond Sewer Rehab	281,000	0.500	2,401	Monthly	76,312	Oct-26
GEFA DWSRG 13-012	Hamby St Bridge Crossing	309,041	0.660	2,662	Monthly	97,471	Mar-27
				<u>52,784</u>		<u>308,612</u>	

Debt Service 2021 Construction Bond \$ 6,297,700



**CITY OF HELEN AVAILABLE 2020 SPLOST FUNDS
AS OF FEBRUARY 29, 2024**

<u>2020 SPLOST (20%)</u>	<u>ROADS, STREETS, BRIDGES, SIDEWALKS (23.21%)</u>	<u>WATER/WASTEWATER IMPROVEMENTS (33.93%)</u>	<u>PUBLIC BUILDINGS AND GROUNDS (37.5%)</u>	<u>ADMIN EQUIP, FACILITIES & VEHICLES (5.36%)</u>	<u>2020 SPLOST REVENUE</u>
TOTALS FOR					
6 YEAR PERIOD	1,300,000.00	1,900,000.00	2,100,000.00	300,000.00	5,600,000.00
CURRENT ESTIMATE					
REVENUE					
ACTUAL RECEIVED	1,097,011.80	1,603,688.52	1,772,423.21	253,338.36	4,726,461.89
INTEREST EARNED	37,265.29	54,477.00	60,208.89	8,605.86	160,557.03
EXPENSES					
PRIOR YEARS TOTALS	573,093.58	398,075.64	327,448.22	105,985.57	1,404,603.01
CURRENT YEAR TOTALS	63,040.00	69,500.00	401,322.00	0.00	533,862.00
BANK FEES	0.00	0.00	0.00	0.00	0.00
2020 SPLOST AVAILABLE	498,143.51	1,190,589.88	1,103,861.88	155,958.64	2,948,553.91

Helen Police Department

Monthly Report



February 2024

<p style="text-align: center;"><u>Arrests- 13</u></p> <ul style="list-style-type: none"> • Felony- 1 • Misdemeanor- 9 • FVA- 2 • VGCSA- 1 	<p style="text-align: center;"><u>Citations</u></p> <p style="text-align: center;">207</p>
<p style="text-align: center;"><u>Security Checks</u></p> <p style="text-align: center;">3,486</p> <p>*Downtown businesses 71 (10,366)</p>	<p style="text-align: center;"><u>Calls for Service</u></p> <p style="text-align: center;">220</p>
<p style="text-align: center;"><u>Foot Patrol Hours</u></p>	<p style="text-align: center;"><u>Accident Reports</u></p> <p style="text-align: center;">3</p>
<p style="text-align: center;"><u>Criminal Trespass</u></p> <p style="text-align: center;">5</p>	<p style="text-align: center;"><u>Investigations</u></p> <ul style="list-style-type: none"> • Cases cleared by arrest • Cases closed • Cases opened • Investigative Interviews • Search warrants obtained

Calls for Service

911 Accidental/Open Line/Hang Up	2	Fight		Road Rage	
Abandoned Vehicle		Fire Calls		Security / Business Check	2
Active Shooter		Flag Down		Sexual Assault Reported	
Alarm Calls	3	Follow up Report		Shots Fired	
Amber/Levi/Matties Call/Alert		Foot Patrol		Special Detail	
Animal Call		For Your Information		Speeding Vehicle	
Apparent Death		Forgery		Stalking	
Armed Robbery		Fraud		Subject Screaming	
Assault		Harassment		Suicide (attempt or threat)	
Assist Fire / LEO		Hit and Run		Suspicious Person or Vehicle	3
Assist Motorist	1	Hostage Situation		Taking Report	2
Assistance Needed		Improperly Parked Vehicle	3	Temporary Protection Order	
Attempting to Stop		In the Area		Test Call	
BOLO		Intoxicated Driver/ Ped.	2	Theft Report	2
Bomb Threat		Indecent Exposure		Threats	
Bond		Juvenile Problem		Traffic Accident	4
Burglary		Kidnapping		Traffic Hazard	
Call by Phone		Lines Down		Traffic Stop	170
Car Jacking		Loitering		Tree Down/ Across Roadway	
Chase in Progress		Lost/Found Item or Person	3	Trespassing	
Child Abuse/ DFCS		Mechanical Breakdown		Problem Unknown	
City/County Ordinance Violation	1	Medical Calls	2	Vandalism	
Court Detail		Meet in Person	1	Vehicle Lock Out	
Criminal Trespass		Mental Subject		Vehicle Registration Info.	
Damage to Property	1	Missing Person		Vehicle Taken without Permission	
Debris in Roadway		Noise Complaint		Vin Verification	
Deliver Message		Not Otherwise Specified		Walk Thru	
Direct Traffic		Open Door		Wanted Person/Warrant	
Dispute	8	Overdue Motorist		Wanted/Stolen Indicated	
Disturbance		Pandering		Welfare Check	1
Domestic	6	Pick up Prisoner/ Subject	1	School Crossing/ Traffic	
Driver/Criminal History Requested		Possible Dam Failure		Subject in Custody	
Driver's License Info.	1	Prowler		Wrecker needed	
Drug Suspect		Public Assist		Civil Process	
Emergency Road Repair		Reckless Driving		Illegal Dumping	
Entering Auto		Refusing to Leave	1	Residence Check	
Escort		River Patrol		Calls for Water Dept Problems	
Extra Patrol		Road Blocked		Information Purposes Only	

Total call for service: 220

City of Helen Fire & Rescue

Monthly Report for February 2024

Total "911 Responses" = 54 / Year to Date = 94

Major Incident Type(s) Breakdown

Major Incident Type	# Of Incidents Current Month	2023 Monthly Comparison	% Of Total Current Month
Fires	4	1	7.27%
Overpressure rupture, explosion, overheat (No Fire)	0	0	0%
Rescue & Emergency Medical Service	36	19	65.45%
Hazardous Condition (No Fire)	1	0	1.82%
Service Call	5	5	9.09%
Good Intent Call	5	5	9.09%
False Alarm & False Call	3	3	5.45%
Severe Weather & Natural Disaster	0	0	0%
Special Incident Type	1	0	1.82%
TOTAL	55	33	

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TTL
2023	42	33	58	54	69	96	132	71	57	69	59	55	795
2024	40	55											95
Difference	-2	+22											

Count of Aid Given and Received for Incidents for Date Range			# Of Incidents by Day of the Week for Date Range						
AID TYPE	TOTAL	% Of TOTAL	MON	TUE	WED	THU	FRI	SAT	SUN
Aid Given	4	7.5%	8	4	4	4	11	12	12
Aid Received	5	9.2%	Busiest Hours for Date Range						
None	46	83.3%	1300-1859						

Average Response Time for Non-Aid Incidents for Date Range		
AGENCY	AVERAGE RESPONSE TIME (Dispatched to Arrival)	NUMBER OF INCIDENTS
City of Helen Fire & Rescue	04:54	36

Overlapping Calls

Overlapping calls are two or more calls occurring at the same time before the Duty Crew can respond to it. For instance, the Duty Crew could be responding to, arriving at, or at the scene of an incident when another call for service comes in. In February we had 4 overlapping calls for a total of 7.27% of our calls. This year our overlapping call average is about 4.21% (4 of 95).



Apparatus Responses: This chart identifies our busiest apparatus for the Month

Apparatus Call Sign	Type of Vehicle	Number of Responses for Apparatus
Engine 31	2017 HME "Ahrens Fox"	35
Engine 32	1997 Ferrara "Spartan"	1
Truck 31	2002 Ferrara "Igniter Series"	6
Rescue 31	2000 Ford "F-650"	11
301	2016 Ford "F-150"	9
ATV 31	2016 Polaris "Ranger"	1

Training

Fire Department completed a total of **73 hours of classroom and practical training.**

Fire Department Non-Emergency Activities		
Walk In Evaluation & Public Assist	4	*City Insurance Rep Visited (All Good at this time) *All SCBA Cylinders Hydro Tested (All Good) 13 *Reports updated and sent to FEMA NFIRS *Yearly Aerial Testing – American Test Center *Installed back up camera on F-150 (Personnel) *Batteries replaced in 2 Stream Lights *Department got awarded "Forest Service Grant" = \$5,000 *Fixed Scene Light on Engine 32 (Personnel) *AED at City Hall Batteries and Pads replaced *AED at Biergarten Checked and Pads replaced *GFSTC Fireworks Grant completed and sent it *Special ED Student from WCMS visited station for tour and safety class
Station Tour/Visitors	29	
Public Relation Hours	135.94 hrs.	
Fire Safety Program # Kids	14	
CPR/BLS Class	0	
Smoke Detector Installation	0	
Pre-Fire Plans/Inspections	5	
Hose Testing (Feet)	0	
Hydrant Testing/Maintenance (Total #)	68	

PUBLIC WORKS REPORT

FEBRUARY 2024

- Finished taking down Christmas lights.
- Fixed two water main leaks.
- 28 locats.
- Removed fence from underneath main bridge put in a block wall.
- Removed Fasching banners and put up trout tournament banners.
- Picked up whatever materials has been needed for the new restrooms.
- Normal routine clean restrooms. Trash rout. Road side trash. Read meters . Water samples .Put chemicals in wells.
- Cut down and chip crepe myrtles trees from Jeff ash Chattahoochee street parking lot.
- Worked in spray field .
- Put up directional signs.
- Built a desk for city hall .
- Put chlorine and salt in wells weekly .
- Worked on the chipper fuel tank had to be removed and patched .
- Worked on Elena falls for bart.



Helen, GA

Service Order Statistics

Group Summary

Group	Issued	Completed	Voided	New
1ST AVAILABLE	101	78	1	20
CHIPPING	3	0	0	0
WATER	5	3	1	1
Grand Totals	109	81	2	21

Staff Summary

Staff	Issued	Completed	Voided	New
1ST AVAILABLE	3	1	1	1
CHRIS ESTES	2	2	0	0
EDWARD SALWAY	93	71	1	20
JACK MORGAN	3	2	0	0
JACOB WESTMORELAND	2	2	0	0
JARED TURNER	2	2	0	0
PW TEAM	3	0	0	0
SUSIE SANDERS	1	1	0	0
Grand Totals	109	81	2	21

Job Code Summary

Job Code	Issued	Completed	Voided	New
CHIPPING - CHIPPING	3	0	0	0
CONNECT - CONNECT	4	4	0	0
DELIVER CAN - DELIVER CAN	1	1	0	0
DISCONNECT & READ - DISCONNECT & READ	2	2	0	0
END SUSP - END SUSPEND	1	1	0	0
LEAK CK - LEAK CHECK	3	3	0	0
LOCK NON PAYMENT - LOCK NON PAYMENT	7	7	0	0
MISC - MISC	17	13	0	2
PICK UP CAN- TERM - PICK UP CAN - TERMINATE SERVI	1	1	0	0
PULL DATA - PULL METER DATA	52	39	0	13
READ - READ	6	1	0	5
READ TO TRANSFER - READ TO TRANSFER	5	5	0	0
TURN OFF & LOCK - TURN OFF & LOCK	2	1	1	0
TURN OFF/ON- REPAIRS - TURN OFF/ON - REPAIRS	3	1	1	1
UNLOCK - UNLOCK	2	2	0	0
Grand Totals	109	81	2	21

Action Summary

Action	Issued	Completed	Voided	New
Connect	4	4	0	0
Disconnect	2	2	0	0
Occupant Change	5	5	0	0
Miscellaneous	86	59	1	21
Cutoff	7	7	0	0
Service Action	2	2	0	0
Begin Suspend	2	1	1	0
End Suspend	1	1	0	0
Grand Totals	109	81	2	21

Issued by User

User	Issued
Mirinda	7
Susie	101

Issued by User

<u>User</u>	<u>Issued</u>
Tori	1
Grand Totals	109

Completed by User

<u>User</u>	<u>Completed</u>
esalway	63
ssanders	18
Grand Totals	81



**City of Helen
Georgia's Alpine
Village**

25 Alpenrosen Strasse
PO Box 280
Helen, Georgia 30545
706-878-2733
706-878-1655 -fax
www.cityofhelen.org



The City of Helen is an equal
opportunity provider and employer

**BUILDING AND ZONING MONTHLY REPORT
February 2024**

Commissioners:
Steve Fowler
Cinnamon Sullivan
Cliff Hood
Mervin Barbree
Lee Landress

City Manager:
Darrell Westmoreland

**City Clerk/
Clerk of Court:**
Marilyn M. Chastain

City Finance Director:
Mona Wood

Chief of Police:
Aletha Barrett

**Building and Zoning
Director:**
Jonah Casper

Fire Chief:
Jody Prickett

**Public Works
Director:**
Jack Morgan

PERMITS

Building: 1
Electrical: 0
Mechanical: 0
Plumbing: 0
Demo: 0
Signs: 2
Events: 0

INSPECTIONS

-Permitted: 10
-Courtesy inspections and consultations: 0
-Builder and Architect consultations: 9

Certificates of Occupancy issued: 1

ORDINANCE 24-02-01

AN ORDINANCE OF THE CITY OF HELEN, GEORGIA, TO AMEND THE OFFICIAL CODE OF THE CITY OF HELEN, GEORGIA, BY THE ADDITION OF CHAPTER SEVENTY-ONE: MOTORIZED CARTS

WHEREAS, THE CITY COMMISSION OF HELEN GEORGIA FINDS THAT FOR REASONS RELATING TO TRAFFIC; FOR THE PUBLIC SAFETY OF CITIZENS AND VISITORS TO THE CITY, AND FOR THE ABILITY OF LAW ENFORCEMENT TO IDENTIFY THOSE MOTORIZED CARTS OPERATED UPON CITY STREETS, THAT IT IS NECESSARY AND DESIRABLE TO ENACT MUNICIPAL CODE SECTIONS TO PROVIDE FOR MOTORIZED CART USE ON CERTAIN DESIGNATED STREETS OF THE CITY; TO PROVIDE FOR REGISTRATION REQUIREMENTS OF MOTORIZED CARTS; AND TO PROVIDE FOR THE RULES OF OPERATION OF SUCH MOTORIZED CARTS;

NOW THEREFORE, IT IS HEREBY ORDAINED, by the Helen City Commission that The Official Code of The City of Helen, Georgia, is amended by the addition of **Chapter 71, Motorized Carts** as follows:

Sec. 71-01. Findings; definition.

- (a) The city commission finds that all streets located within the territorial boundaries of the city and under its jurisdiction are designed and constructed so as to safely permit their use by operators of motorized carts except upon North Main Street and South Main Street, upon which the operation of motorized carts shall be prohibited. On all other city streets, the operation of motorized carts shall be permitted, in accordance with this chapter. Motorized Golf Carts shall be authorized to cross Main Street, but only at designated golf cart crossing(s) locations.
- (b) This ordinance is adopted to address the interest of public safety. By regulating such operation of motorized carts within the city, the city is merely addressing safety issues. All persons who operate or ride in motorized carts do so with their own judgment and at their own risk, and must be observant of, and attentive to the safety of themselves and others, including their passengers, other motorists, bicyclists, and pedestrians.

Notwithstanding any law to the contrary, the City of Helen has no liability in negligence, nuisance or under any other cause of action for losses resulting from the use of motorized carts upon city streets.

- (c) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section:

Automobile means a passenger vehicle primarily designed to legally travel on the highways of this state that usually has an engine capable of propelling the vehicle over 35 miles per hour.

Motorized cart means every motor vehicle having no less than four wheels and an unladen weight of 1,300 pounds or less and which cannot operate at more than 20 miles per hour. These carts are commonly referred to as "Golf Carts".

Sidewalk means a paved area of generally five feet in width or less that is designed or intended for the use of pedestrian traffic only.

Sec. 71-02. Registration/decal/transfer requirements/operational requirements

- (a) *Motorized carts.* It shall be the duty of every property owner in the city limits of Helen, who owns an electric or gasoline-powered motorized cart that is operated over the streets and those areas accessible by the public within the corporate limits of the city to register the cart with the city within ten business days of the date of purchase. This duty is also imposed on every business located within the city limits of Helen, which owns and/or uses electric or gasoline-powered motorized carts that are operated on the streets of Helen. A numerical decal shall be issued upon registration; and a record of each motorized cart number, along with the name and address of the owner or business, shall be maintained by the city. Two decals will be issued for each cart. One decal must be affixed to the front of the cart in such a manner as to be fully visible when the cart is approaching, with the second decal to be affixed to the reflective triangle on the back of the cart. The failure to have a current registration and decal on a motorized cart shall be a violation of this section. Valid identification will be required to be provided by the cart owner in conjunction with the registration of the motorized cart.

- (1) The registration fee shall be \$15.00 for each cart. Registered carts shall display the required numbered decal issued by the city.
- (2) *Registration and payment deadline.* If a cart is not registered within ten business days of purchase, a \$20.00 penalty will be applied in addition to the registration fee; and the cart shall be considered an unregistered cart after the ten-business-day period.

- (3) After the initial implementation of the ordinance, registration with the city shall be on an annual basis. If a motorized cart is not registered by April 1 of each year, a \$20.00 penalty will be applied in addition to the registration fee; and the cart shall be considered an unregistered cart.
 - (4) The owners of motorized carts operating within the city prior to the effective date of this ordinance shall be given 60 days from the effective date of the ordinance to register their motorized carts in accordance with this chapter.
 - (5) *Transfers.* Upon occurrence of a sale of the cart to another person who shall operate the cart over the streets of the city, the registration must be transferred to the new owner within ten business days of the change in ownership at a cost of \$15.00.
 - (6) *Special tourism events.* City Commission may, at its discretion, waive registration requirements for special events conducted by organizations classified as non-profit organizations by the Internal Revenue Service, which are of a limited duration, and which events have been approved through the City of Helen special event process, and if so waived, out-of-city residents may bring carts as participants for participation in said event.
 - (7) *Owner relocation.* In the event that a registered motorized cart owner changes his/her address or contact information after the motorized cart is registered, that owner shall have 60 days to provide their new contact information to the city. If the ownership information is not updated within 60 days of relocation, a \$20.00 penalty will be applied and the cart shall be considered an unregistered cart after the 60-day period.
 - (8) *Damaged decals.* The existing holder of a decal for a registered motorized cart will be entitled to a replacement decal in the event of a change in motorized cart, damage to the cart damaging the decal, or other similar circumstances.
- (b) *Operational requirements for motorized carts.*
- (1) Every gasoline powered motorized cart shall at all times be equipped with an exhaust system in good working order and in constant operation, meeting the following specifications:
 - a. The exhaust system shall include the piping leading from the flange of the exhaust manifold to and including the muffler and exhaust pipes or include any and all parts specified by the manufacturer.

- b. The exhaust system and its elements shall be securely fastened, including the consideration of missing or broken brackets or hangers.
 - c. The engine and powered mechanism of every cart shall be so equipped, adjusted and tuned as to prevent the escape of excessive smoke or fumes.
- (2) It shall be unlawful for the owner of any gasoline powered motorized cart to operate or permit the operation of such cart on which any device controlling or abating atmospheric emissions, which is placed on a cart by the manufacturer, to render the device unserviceable by removal, alteration or which interferes with its operation.
- (3) All motorized carts, whether electric or gas, shall have a braking system sufficient for the weight and passenger capacity of the vehicle including a parking brake, a reverse warning device functional at all times when the directional control is in the reverse position, a main power switch which shall render the power circuit inoperative when the switch is in the 'off' position or the key or other activating device is removed, such key or other activating device only being removable in the 'off' position, head lamps, reflex reflectors, tail lamps, a horn, a rearview mirror, turn signals, safety warning labels, and hip restraints and hand holds.
- (c) *Age.* Only those persons 18 years of age or older may register a motorized cart.

Sec. 71-03. Operation regulations.

- (a) Those persons who are 16 years of age and older may drive a motorized cart on the streets of the city unless such person has had his or her license to operate a motor vehicle suspended or revoked by the state which issued said license in which case such person shall not be permitted to operate a motorized cart on the recreation paths and/or streets and those areas accessible by the public of the city during the time of suspension or revocation.
- (b) All operators shall abide by all traffic regulations applicable to vehicular traffic when using city streets.
- (c) Motorized carts shall not be operated on sidewalks at any time.
- (d) Violations of Georgia Traffic Laws and/or any other Georgia Law by the operator of a motorized cart while operating the motorized cart shall be subject to the same penalties which may be imposed upon the operator of an automobile under Georgia Law.

Sec. 71-04. Liability.

Each person using motorized golf carts within the city is liable for his or her own actions. Liability insurance coverage varies, and each person operating a golf cart on the recreation paths and public streets and those areas accessible by the public should verify their coverage.

Sec. 71-05. Penalties.

Sec. 71-05. Penalties.

(a) Any person who violates the terms of Section 71-02 shall be punished as follows:

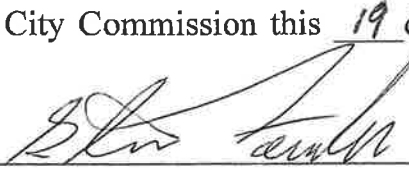
- (1) For the first offense of a violation of Section 71-02, a fine of not less than \$250.00.
- (2) For the second offense of a violation of Section 71-02, a fine of not less than \$500.00.
- (3) For a third offense of a violation of Section 71-02, committed within one year of conviction for a second offense of a violation of Section 71-02, a fine of \$1,000.00.
- (4) If a registered golf cart owner has received three violations of Section 71-02 within a one year period, then in such event, the registration for that golf cart shall be revoked. Such cart may not be re-registered a motorized cart for use in the city for a period of two years following the receipt of three or more violations in a one year period.

(b) All violations by golf cart operators of applicable traffic laws and regulations of the State of Georgia; or violations by operators of Section 71-03; shall be punished in accordance with Chapter 66 of the Helen Municipal Code; and in accordance with Helen Municipal Code Section 1-7.

Be it further ordained, by the Helen City Commission, that any ordinance or resolution previously existing, either replaced by or inconsistent or in conflict with this ordinance, are repealed in their entirety if replaced hereby, and repealed partially to the extent of the conflict or inconsistency of the previous ordinance, and that this

ordinance shall become effective upon adoption.


This ordinance approved by the Helen City Commission this 19 day of March, 2024.



BY: Steve Fowler, Mayor (SEAL)

ATTEST: 

Marilyn Chastain, City Clerk

APPROVED AS TO FORM: 

Carl Free, City Attorney

Date: 3-19-24

Passed First Reading 2-20-24

Passed Second Reading 3-19-24

Approved and Adopted 3-19-24

ORDINANCE NO. 24-02-02

AN ORDINANCE ESTABLISHING A WATER AND SEWER SYSTEM CONNECTION FEE AND INSTALLATION FEE FOR NEW WATER AND SEWER CONNECTIONS WITHIN THE CITY OF HELEN WATER AND SEWER SERVICE DELIVERY AREA BY THE AMENDMENT OF CHAPTER 70 OF THE HELEN CITY CODE: UTILITIES

WHEREAS; Funding of water and sewer system improvements is a shared responsibility between the City of Helen as a water and sewer provider and businesses, land developers, land subdivisions and other water and sewer users who desire to connect to the City's water and sewer system; and

WHEREAS; The City desires to enact an ordinance to provide for a system connection fee and installation fee within the City's water and sewer service delivery area;

WHEREAS, Authority for the Mayor and City Commission of the City of Helen, Georgia, to adopt this Ordinance includes but is not limited to powers vested in it by the State of Georgia Constitution, the City Charter of the City of Helen, Georgia, and applicable general laws of the State of Georgia including The Municipal Home Rule Act of 1965 (O.C.G.A. 36-35-1 et seq.).

WHEREAS, Pursuant to O.C.G.A. 36-34-5, the City of Helen as a municipal corporation has authority to construct, reconstruct, improve, better, and extend a water and sewer system, and to prescribe, revise, and collect rates, fees, tolls, or charges for the services, facilities, or commodities furnished to persons or users or made available by such systems to the property owner at such owner's property.

WHEREAS, The City of Helen as a municipal corporation providing water and sewer service is authorized by O.C.G.A. 36-71-13(c) to collect a proportionate share of the capital cost of water and wastewater facilities by way of hook-up or connection fees as a condition of water and sewer service to new or existing customers, without complying with the provisions of the Georgia Development Impact Fee Act of 1990, O.C.G.A. 36-71 et seq.

Now, Therefore, BE IT ORDAINED, and IT IS HEREBY ORDAINED by the Helen City Commission that the Official Code of the City of Helen, Georgia, is amended, by the DELETION of the prior Section 70-30 of the Official Code of the City of Helen, Georgia and the adoption of the following replacement ordinance provisions are hereby adopted and shall hereafter be incorporated into the Code of Ordinances of the City of Helen, Georgia as follows:

Chapter 70. UTILITIES. ARTICLE II. WATER SYSTEM. DIVISION I.
GENERALLY.

Sec. 70-30 Connection Fees and Installation Fees.

- (a) Applicability. The Connection Fee and Installation Fee specified by this section shall apply only within the City of Helen's Water and Sewer Service Delivery Area the boundaries of which are shown on one or more maps titled "City of Helen Water and Sewer System" with boundaries of said area shown, which is hereby incorporated into this ordinance by reference.
- (b) Definitions: Equivalent Residential Unit (ERU): The ERU is a standardizing concept which allows demands for water consumption by different types of residential units and nonresidential uses to be compared to (and expressed in terms of) a single-family, detached, site-built dwelling. One ERU (Equivalent Residential Unit) is equal to the general average water consumption of a detached, single-family, site-built dwelling which is 85 gallons per capita per day or 250 gallons per unit. The ERUs for various uses are provided in Attachment "A"
- (c) System Connection Fee Established.

Individual consumers, at the time they make application for water and sewer service to the City of Helen, shall pay to the City of Helen a connection fee and other related fees as outlined in Attachment "B" Water and Sewer Connection Fee. For domestic water meters 2" and larger, the connection fee for sewer will be determined on projected consumption at a rate of the Equivalent Residential Unit (ERU), as defined by this ordinance and exhibited in Attachment "C". Payment of said fee shall be in addition to required payment(s) according to any schedule of fees and charges and/or costs of meter and installation. Payment of the system connection fee shall be considered a condition of the City providing water and sewer service to said individual consumer.

Individual consumers at the time of application for water and/or sewer service shall submit sufficient information to the City Manager so that the ERU's can be calculated. At minimum such information shall include a full and complete description of the proposed land use and development activity proposed on the site served by the water and/or sewer service, including, where applicable, the square footage of building(s) and/or square footage of each use within building(s) if different.

- (d) Mixed Uses and Other Uses Not Specified.

If a water and/or sewer service is requested for a building with mixed uses, the fee shall be determined according to the combination of uses most closely approximating the uses listed in Attachment A under the definition of Equivalent Residential Unit provided in this Ordinance.

If the use of a building for which a water and/or sewer service is applied for is not specified in the table under the definition of Equivalent Residential Unit (ERU)

provided in this Ordinance, the City Manager shall use and apply the use listed in said table that is most nearly comparable to the proposed use.

- (e) Change or Modification in Use. In the case of change of use, redevelopment, or modification of an existing use which requires the issuance of or resizing of a water and/or sewer service, or a change in certificate of occupancy, the system connection fee for such change in use, redevelopment, or modification shall be based upon the net increase in the number of Equivalent Residential Units (ERUs) for the new use as compared to the previous use, as determined by the City Manager.
- (f) Remedy for Nonpayment of System Connection Fee and Installation Fee. The City of Helen Water Department may withhold installation of a water and/or sewer service or refuse to permit connection to the Helen water and sewer system in cases where the system connection fee and installation fee required by this Ordinance has not been paid.
- (g) Penalty for Omissions. If it is discovered by the City through inspection or other means that an applicant did not accurately portray the land use at the time of water meter application, and the use on a given site would require a connection fee in an amount that exceeds the Equivalent Residential Unit specified in this Ordinance which was paid for said water and/or sewer service, the City of Helen shall bill the individual consumer for the unpaid system connection fee at a rate of 1.5 times the system connection fee that would have been required under the terms of this Ordinance for said use. After the expiration of sixty (60) days from such notice being mailed or delivered to the individual consumer, the City of Helen shall have the authority to withhold or discontinue future water service to the customer until the additional increment of the required system connection fee is paid.
- (h) Exemptions. The following may be exempted from payment of the system connection fee required hereby:
 - (1) Application for the replacement of an existing water and/or sewer service, where there is no alteration or expansion of an existing building or use of land requiring the consumption of water, as determined by the City Manager, or where no additional demand for water system improvement facilities will result.
 - (2) All or part of the system connection fee for a particular project determined by the Mayor and City Commission as constituting extraordinary economic development, which shall be considered to mean any nonresidential development activity determined by the City of Helen to be a positive catalyst in shaping the City's economic stability.

- (i) Refunds. A refund of a system connection fee paid to the City of Helen as required by this code section may upon application be granted by the City Manager when one or more of the following conditions exist:
 - (1) If the actual gross square footage constructed after the issuance of the building permit is less than the amount specified in the application for water and/or sewer service, the applicant for the water and/or sewer service shall be entitled to a refund of the excess portion of the system connection fee.
 - (2) In the event that system connection fee is paid but the water and/or sewer service or building permit for the use is abandoned, upon submission of adequate evidence to the Manager that the fee was paid and received by the City of Helen, and that the building permit was abandoned.
- (j) Separate Account. The City of Helen shall maintain all revenues derived from the collection of the system connection fees in a separate line item account.
- (k) Limitations on Expenditures. Revenues collected from the system connection fees pursuant to this Ordinance shall only be expended for water and sewer system improvements within the City of Helen Service Delivery Area and capacity-related improvements to the water and wastewater treatment systems. Revenues from system connection fees may be used for the payment of principal and interest on bonds, notes or other financial obligations issued by or on behalf of the City to finance water and sewer system improvements within the City of Helen Service Delivery Area or for capacity-related improvements to the water and wastewater treatment systems.
- (l) Administration. This code section shall be administered by the City Manager.
- (m) Appeal. Where it is alleged that the City Manager or another City Official has made an error in the application or administration of this code section, the person alleging the error may appeal the administrative decision to the Helen Mayor and City Commission, which shall be authorized to overturn, reverse, or otherwise modify the decision of an administrative officer made pursuant to this code section. Any appeal received and all papers constituting the record upon which the action appealed from was taken shall forthwith be transmitted by the City Manager to the City Clerk for consideration by the Helen City Commission. Such appeal shall be taken to the Helen City Commission for consideration within thirty-five (35) days of receipt by the City Manager. During consideration by the Helen City Commission, any party may testify in person, or by agent or by attorney. The Helen City Commission shall make findings and render a decision in writing within thirty-two (32) days after the initial meeting that it was first scheduled to hear the administrative appeal. The City Clerk shall notify the applicant, in writing, of the decision of the Helen Mayor and City Commission on the administrative appeal application within five (5) working days after the Helen City Commission has rendered its decision.

BE IT ORDAINED, and IT IS HEREBY ORDAINED by the Helen City Commission that the Official Code of the City of Helen, Georgia, is amended, by the DELETION of the prior Section 70-107 of the Official Code of the City of Helen, Georgia and the adoption of the following replacement ordinance provisions are hereby adopted and shall hereafter be incorporated into the Code of Ordinances of the City of Helen, Georgia as follows:

Chapter 70. UTILITIES. ARTICLE III. SEWERS AND SEWAGE DISPOSAL.
DIVISION I. GENERALLY.

Sec. 70-107. Sewer Connection Fees and Installation Fees. Connection and Installation fees for Sewer are established by Section 70-107 *supra*, the terms of which are incorporated herein by reference.

Be it further ordained, by the Helen City Commission, that any ordinance or resolution previously existing, either replaced by or inconsistent or in conflict with this ordinance, are repealed in their entirety if replaced hereby, and repealed partially to the extent of the conflict or inconsistency of the previous ordinance, and that other than the addition of this additional conditional use to Section 34-184, no other amendment of the code is intended herein.

Be it further ordained, by the Helen City Commission, that this ordinance shall become effective upon adoption.


This ordinance approved by the Helen City Commission this 19 day of March, 2024.



Mayor (SEAL)

ATTEST: 

Marilyn Chastain, City Clerk

APPROVED AS TO FORM: 

Carl Free, City Attorney

Passed First Reading 2-20-24
Passed Second Reading 3-19-24
Approved and Adopted 3-19-24

CITY OF HELEN
DESIGN WASTEWATER FLOWS
ERU Schedule November 2023
Attachment A

<u>FACILITY</u>	<u>Gallons Per Day (GPD)</u>
Airport (Also RR and Bus Terminal) No food services	5/Passenger + 10/Employee
Assembly Hall (Also Stadium, Racetrack)	5/Seat
Bar/Lounge (No Food Service)	30/Seat
Barber Shop	100/Chair + 20/Employee
Bath House for Swimming Pool	10/Swimmer
Beauty Salon	125/Chair + 20/Employee
Bowling Alley (No Food Services)	50/Lane + 20/Employee
Car Wash (Self Operating) (Automatic)	100/Bay (If recycling – Reduce by 50%) 165/Bay (If recycling – Reduce by 50%)
Churches or other places of Worship (No Kitchen) (With Kitchen)	5/Sanctuary Seat 7/Sanctuary Seat
Country Club (No Food Service)	25/Member
Day Care Center (No Meals) (With Meals)	15/Person 20/Person
Dental Office	75/Chair + 20/Employee
Fitness Center/Spa (No Shower) (With Shower)	20/Person 50/Person

FACILITY**Gallons Per Day (GPD)**

Food Service (Add 300 per machine if dishwasher machine is installed)	
Restaurant, less than 24-hours/day	32/Seat
Restaurant, 24-hours/day	32/Seat
Restaurants on Interstates	32/Seat
Drive-In Restaurants	19/Space
Carryout Only: Food Stands	19/1000-Sq Ft Floor Space
Funeral Home	300/Embalming + 100/Staff Member + 5/Sanctuary Seat (No Kitchen) + 7/Sanctuary Seat (With Kitchen)
Grocery Store	200/1000-Sq Ft Floor Space
Hospital	250/Bed + 100/Resident Staff
Hotel/Motel (Add 300 per machine if washing machine is installed)	83/Room
Industrial/Warehouse	35/Employee
Laundry, (Coin Operated) (Commercial)	400/Machine 600/Machine
Medical Office	200/Exam Room + 20/Employee
Multi-Family Residential	300/Unit PLUS 75/for each bedroom over three
Nail Salon	100/Seat + 20/Employee
Nursing Home/Personal Care Home	150/Bed + 100/Resident Staff
Office	175/1000 Sq Ft
Pet Grooming Facility	400/Day + 20/Employee

<u>FACILITY</u>	<u>Gallons Per Day (GPD)</u>
Prison/Jail	125/Bed + 20/Employee
Rest Area	Determined from consultation with GDOT
Retail Stores, Convenience Stores (Freestanding)	Larger of 400/Restroom or 100/Commode or Urinal
Schools	20/Person + 40/person/dorm
Service Station	
24-Hour Operation	325/Commode and/or Urinal
Less Than 24-Hour Operation	250/Commode and/or Urinal
Shopping Center/Mall	100/1000 Sq Ft Enclosed Space
Theaters	5/Seat + 20/Employee
Veterinary Office/Animal Hospital (Add 300 per machine if washing machine is installed)	100/Run + 10/Cage + 20/Employee

NOTES

1. Facilities with multiple uses require additive flows. For example: A grocery store with a food service would utilize 200/1000 Sq Ft **PLUS** 50/Seat.
2. Applicants may submit alternative usage data when seeking to reduce system connection fees. The data must apply to an identical or closely similar facility.

City of Helen
 Water and Sewer Connection Fee Schedule
 November 2023
 Attachment B

WATER METER SIZE	METER COST	CONNECTION FEE	ADMIN FEE	CITY INSTALLATION (TAP FEE)	METER RELOCATION
¾"	*	\$1,900	\$75	\$1,250 MINIMUM**	\$1,500 MINIMUM**
1"	*	\$3,230	\$75	\$1,500 MINIMUM**	\$2,000 MINIMUM**
2"	*	\$10,070	\$75	\$1,750 MINIMUM**	\$2,500 MINIMUM**
4"	*	\$31,730	\$75	ACTUAL COST**	ACTUAL COST**
6"	*	\$63,270	\$75	ACTUAL COST**	ACTUAL COST**
8"	*	\$101,270	\$75	ACTUAL COST**	ACTUAL COST**

ACCOUNT TYPE	ACCOUNT DEPOSIT
RESIDENTIAL	\$200
COMMERCIAL ***	\$300
RESTAURANT	\$500
HOTEL	\$2000

*METER TO BE BASED ON ACTUAL COST OF MATERIALS, LABOR, ETC., AT THE TIME OF INSTALLATION. **TAP TO BE BASED ON ACTUAL COST OF MATERIALS, LABOR, ETC., AT THE TIME OF INSTALLATION. ALL CONNECTIONS REQUIRE A BACKFLOW PREVENTER INSTALLED BY QUALIFIED PLUMBER. THE BACKFLOW PREVENTER MUST BE ON THE CUSTOMERS SIDE OF THE METER.

METER RELOCATION – PROPERTY OWNER IS RESPONSIBLE FOR CONNECTING TO METER OR SETTER DEVELOPER MUST INSTALL CUT-OFF VALVE AND NOT USE METER TO TURN WATER ON AND OFF CONNECTION FEE – BASED ON POTENTIAL DEMAND OF WATER SYSTEM BASED ON METER SIZE (AWWA C700)

***SHORT-TERM RENTALS ARE REQUIRED TO PAY A COMMERCIAL UTILITY DEPOSIT.

SEWER METER SIZE	CONNECTION FEE	CITY INSTALLATION (TAP FEE)
¾"	\$3,545	\$1,250 MINIMUM**
1"	\$6,027	\$1,500 MINIMUM**
2"	ACTUAL COST*	\$1,750 MINIMUM**
4"	ACTUAL COST*	\$2,500 MINIMUM**
6"	ACTUAL COST*	\$2,500 MINIMUM**
8"	ACTUAL COST*	\$2,500 MINIMUM**

**TAP TO BE BASED ON ACTUAL COST OF MATERIALS, LABOR, ETC., AT THE TIME OF INSTALLATION. CONNECTION FEE – BASED ON POTENTIAL DEMAND ON SEWER SYSTEM BASED ON ERU's.

*FOR DOMESTIC WATER METERS 2" AND LARGER, THE CONNECTION FEE FOR SEWER WILL BE DETERMINED ON PROJECTED CONSUMPTION. SEE ATTACHMENT "A" ERU SCHEDULE

City of Helen
Sewer System Asset Fee Schedule
Attachment C

Total Assets for Sewer System - \$ 7,092,356

Capacity of Wastewater Treatment System - 500,000 gallons

Cost per gallon of wastewater collected and treated – Assets/Capacity = \$14.18 per gallon

1 ERU = 250 gallons

ERU cost at 250 gallons per ERU = \$3,545

Notes:

1. System Connection Fees are established by calculating the projected daily use (Attachment A) and multiplying by the current Fee (ERU)

Example: A Medical Facility with five examination rooms and ten daily employees
Total Flow would be (5 rooms x 200) + (10 employees x 20) = 1,200 GPD
1 ERU = 250 GPD
ERU Fee = \$3,545 per ERU
Total ERU's = 1,200/250 = 4.8 ERU's

System Connection Fee would be 4.8 x \$3,545 = \$17,016

City of Helen
Water System Asset Fee Schedule
Attachment D

Total Assets for Water System - \$ 5,326,934

Capacity of Water Treatment System – 700,000 gallons

Cost per gallon of water treated and delivered – Assets/Capacity = \$7.60 per gallon

ERU cost at 250 gallons per ERU = \$1,900