

**MINUTES  
CITY COUNCIL CALLED MEETING  
FEBRUARY 28, 2014  
1:00 P.M.**

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CALL TO ORDER: Mayor W. James Grogan called the meeting to order at 1:09 p.m.

ROLL CALL: Present were Mayor James Grogan, Councilmember Mike Sosebee, Councilmember Jason Power, Councilmember Angie Smith, Councilmember Chris Gaines, City Attorney Dana Miles, and City Clerk Bonnie Warne.

INVOCATION AND PLEDGE: Invocation and pledge was led by Mayor Grogan.

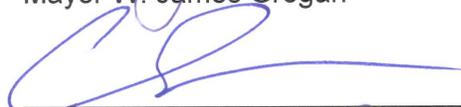
AGENDA: Motion to approve the agenda by: C. Gaines/A. Smith. Vote unanimous in favor.

**NEW BUSINESS:**

GDOT Resolution and MOU to apply for GATEway Grant: Motion to approve signing the resolution Exhibit "A" and memorandum of understanding Exhibit "B" required in applying for the GDOT GATEway Grant by: J. Power/M. Sosebee. Vote unanimous in favor.

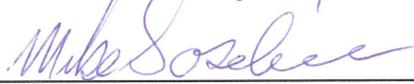
ADJOURNMENT: With there being no further business to attend to the called meeting closed and adjourned at 1:14 p.m. The motion carried unanimously; J. Power/A. Smith.

  
\_\_\_\_\_  
Mayor W. James Grogan

  
\_\_\_\_\_  
Councilmember Chris Gaines

  
\_\_\_\_\_  
Councilmember Jason Power

  
\_\_\_\_\_  
Councilmember Angie Smith

  
\_\_\_\_\_  
Councilmember Mike Sosebee

Attested:   
\_\_\_\_\_  
Bonnie Warne, City Clerk



RESOLUTION\* NO. 1

A RESOLUTION OF THE CITY OF DAWSONVILLE OF THE STATE OF GEORGIA AUTHORIZING THE TO APPLY FOR AND ACCEPT A GATEway GRANT. UPON AWARD OF THE GRANT, THE SHALL ENTER INTO A MOWING AND MAINTENANCE AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION.

WHEREAS, many roadside areas and median strips within Department of Transportation rights of way must be maintained and attractively landscaped; and

Whereas, the CITY OF DAWSONVILLE of the STATE OF GEORGIA beautify and improve various rights of way by landscaping within the CITY OF DAWSONVILLE; and

Whereas, the CITY COUNCIL of the CITY OF DAWSONVILLE wish to authorize the CITY OF DAWSONVILLE to apply for a GATEway Grant from the Georgia Department of Transportation, and if awarded, to enter into a Mowing and Maintenance Agreement between CITY OF DAWSONVILLE and the Georgia Department of Transportation.

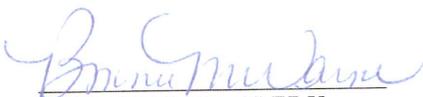
NOW THEREFORE,  
BE IT RESOLVED by the CITY OF DAWSONVILLE of the STATE OF GEORGIA

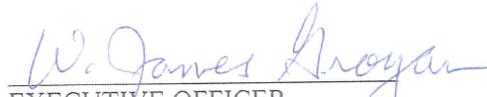
Section 1. The CITY COUNCIL of the CITY OF DAWSONVILLE hereby authorize the CITY OF DAWSONVILLE to apply for a GATEway Grant. Upon award of the grant, the CITY OF DAWSONVILLE shall enter into a Mowing and Maintenance Agreement between the CITY OF DAWSONVILLE and the Georgia Department of Transportation.

Section 2. The City/County Clerk of CITY OF DAWSONVILLE is hereby directed to send copies of this Resolution to the Department of Transportation and all other persons as directed by the CITY COUNCIL.

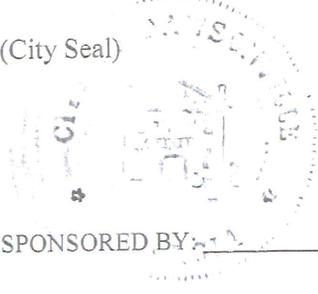
APPROVED AND ADOPTED by the CITY COUNCIL of the CITY OF DAWSONVILLE at the regular meeting assembled this 28TH day of FEBRUARY 2014.

ATTEST:

  
CITY/COUNTY CLERK

  
EXECUTIVE OFFICER

(City Seal)



APPROVED AS TO FORM:

  
CITY/COUNTY ATTORNEY

SPONSORED BY \_\_\_\_\_ of the \_\_\_\_\_

\* This Resolution is an anticipatory document to allow the local government entity to be aware they will eventually be required to sign a Maintenance Agreement for the roadside enhancement site.



## MEMORANDUM OF UNDERSTANDING\*

BETWEEN

The CITY OF DAWSONVILLE, hereinafter called the "GRANTEE", and the Georgia Department of Transportation, hereinafter called the "DEPARTMENT",

RELATIVE TO

The GRANTEE assuming responsibility for tasks associated with design, administration, or plant installation, and maintenance for Special Encroachment permit application project name HWY 53/9 Beautification Project, hereinafter called the "PROJECT".

I. IT IS THE INTENTION OF THE PARTIES:

The GRANTEE fund 100% of cost for maintenance, design, administration, construction, equipment, or mitigation for the PROJECT.

II. IT IS AGREED:

- A. That plant material funding will be dependent upon the GRANTEE obtaining a special encroachment permit from the District Traffic Operations Office meeting appropriate safety, access, and design standards;
- B. That nothing contained herein shall obligate the DEPARTMENT to proceed with subsequent stages of the PROJECT.
- C. That the GRANTEE'S expenditure prior to execution of an Agreement with the DEPARTMENT for funding plant material of the PROJECT shall be at the sole cost and risk to the GRANTEE. Should the GRANTEE or the DEPARTMENT determine that for any reason the PROJECT is unable to enter subsequent stages, the DEPARTMENT is not responsible for reimbursement of local funds expended on the PROJECT.

III. The GRANTEE shall Certify that they have read and understand T.O.P.P.S. document 6755-9 – Landscaping on the Right of Way and will comply in full with said provisions.

IV. The GRANTEE shall certify that the local government entity sponsor shall sign a Mowing and Maintenance Agreement to maintain the landscaped site for 50 years.

V. The GRANTEE shall submit a record of progress from start to completion, receipts showing how the PROJECT money was spent, and photos of the final implementation of the PROJECT to the Department's State Office of Maintenance along with a concise electronic presentation file for use at a Roadside Enhancement and Beautification Council meeting. The design activities shall be accomplished in accordance with the

\* This document includes requirements for the applicant if awarded a grant.

applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", and constructed in accordance with the DEPARTMENT'S Standard Specifications Construction of Transportation Systems, Current Edition, PROJECT schedules; and applicable guidelines of the DEPARTMENT when portions of the project are on state routes.

VI. The PROJECT construction plans and right of way plans shall be prepared in English units.

VII. The GRANTEE shall follow the DEPARTMENT'S procedures for identification of existing and proposed utility facilities on the PROJECT or parts of the PROJECT within the right of way of state routes. These procedures, in part, require all requests for existing, proposed, or relocated facilities to flow through the DEPARTMENT'S District Access Management Supervisor and the District Utilities Engineer.

VIII. The GRANTEE will be responsible for performing the construction supervision and documentation for the project. At the discretion of the Department, additional erosion control measures will be performed on the project when deemed necessary by the Area Engineer.

IX. The GRANTEE shall be solely responsible for advertising and awarding the construction contract for the PROJECT.

X. The GRANTEE shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the GRANTEE pursuant to this AGREEMENT. The GRANTEE shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this PROJECT. The GRANTEE shall also be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, and other services furnished by or on behalf of the GRANTEE pursuant to this AGREEMENT.

XI. Both the GRANTEE and the DEPARTMENT hereby acknowledge that time is of the essence. The GRANTEE shall have thirty (30) months from the Date the Memorandum of Agreement is signed after the Encroachment Permit is approved to expend the awarded funds. The Department reserves the right to reduce the Award Amount if the cost for the project is lower than the estimated construction cost or the scope of the project is reduced.

XIV. This AGREEMENT is made and entered into in the State of Georgia, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the DEPARTMENT and the GRANTEE have caused these presents to be executed under seal by their duly authorized representatives. The parties hereto have executed this Memorandum of Understanding, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Treasurer

W. James Grogan  
Grantee Mayor / City of Dawsonville

Bonnie McLean  
Witness

\_\_\_\_\_  
Date