

AGENDA
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, February 4, 2019
5:30 P.M.

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
 - a. Approve the Minutes
 - Regular Meeting – January 7, 2019
 - Work Session and Regular Meeting – January 22, 2019
 - b. Annual Asphalt Paving Bid
 - Award Bid
 - Approve Contract
 - c. Approve Installation of Speed Humps at Stonewall Subdivision
 - d. Approve Memorial Garden Documents
 - Cemetery Plot Purchase Agreement
 - Cemetery Plot Deed
 - Operational Rules for Dawsonville Memorial Gardens
 - e. Approve Get Your Glow On 5K Run with Road Closure on March 8, 2019
 - f. Approve Special Event Alcohol Permit – Chamber of Commerce at GRHOF March 2, 2019
 - g. Approve Auditing Services RFQ
 - h. Approve Construction Management Services RFQ
 - i. Approve Stormwater Facility Maintenance Agreement
 - j. Table Parking Project at City Hall

PUBLIC HEARING

8. An Ordinance To Amend The Charter Of The City Of Dawsonville So As To Amend Article II Through VI Of The City Charter So As To Provide Consistency Concerning District Posts; To Provide A Consistent Oath Of Office; To Establish Provisions Related To Conflict Of Interest And The Ethics Code; To Provide For City Council Regular Meetings And Work Sessions And For Means Of Providing Notice Of The Same; To Increase The Compensation Of The Mayor And City Council Members; To Designate A Codification System; To Clarify The Prohibition On Holding Multiple Offices, The Timing Of The City Council Organizational Meeting And Appointment Of A Mayor Pro Tempore, The Process For Calling Special And Emergency Meetings, Roles Of The City Clerk, City Attorney, City Manager And City Judge; To Clarify Provisions Related To The City Court And Political Activities Of Officers And Employees; To Provide Clarification For Elections And Terms, The Grounds And Procedure For Removal Of An Officer, Franchises And Other Agreements That The City Council May Grant, Utility Service Charges The City Council May Assess And/Or Collect; And For Other Purposes. (Second Reading and Public Hearing: January 22, 2019; Third Reading and Public Hearing: February 4, 2019)

BUSINESS

9. An Ordinance To Amend The Garbage Services Ordinance Of The City Of Dawsonville So As To Provide For A Method Of Calculating Service Charges; And For Other Purposes. (First Reading: January 22, 2019; Second Reading: February 4, 2019)
10. Red Oak Sanitation Contract
11. Calculation of Service Charge for Garbage Services

EXECUTIVE SESSION IF NEEDED: Pending or Potential Litigation, Real Estate Acquisition and/or Personnel

ADJOURNMENT



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7

SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 02/04/2019

PURPOSE FOR REQUEST:

CONSIDERATION AND APPROVAL OF ITEMS A THROUGH J; SEE ATTACHED SUPPORTING DOCUMENTS

- a. Approve the Minutes
 - Regular Meeting – January 7, 2019
 - Work Session and Regular Meeting – January 22, 2019
 - b. Annual Asphalt Paving Bid
 - Award Bid
 - Approve Contract
 - c. Approve Installation of Speed Humps at Stonewall Subdivision
 - d. Approve Memorial Garden Documents
 - Cemetery Plot Purchase Agreement
 - Cemetery Plot Deed
 - Operational Rules for Dawsonville Memorial Gardens
 - e. Approve Get Your Glow On 5K Run with Road Closure on March 8, 2019
 - f. Approve Special Event Alcohol Permit – Chamber of Commerce at GRHOF March 2, 2019
 - g. Approve Auditing Services RFQ
 - h. Approve Construction Management Services RFQ
 - i. Approve Stormwater Facility Maintenance Agreement
 - j. Table Parking Project at City Hall
-



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7a

SUBJECT: APPROVE THE MINUTES

CITY COUNCIL MEETING DATE: 02/04/2019

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPROVE THE MINUTES FROM:

- **REGULAR MEETING – JANUARY 7, 2019**
 - **WORK SESSION AND REGULAR MEETING – JANUARY 22, 2019**
-

HISTORY/ FACTS / ISSUES:

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

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5:30 P.M.

1. **CALL TO ORDER:** Mayor Mike Eason called the meeting to order at 5:29 pm.
2. **ROLL CALL:** Present were Councilmember Jason Power, Councilmember Mark French, Councilmember Stephen Tolson, Councilmember Caleb Phillips, City Attorney Kevin Tallant, City Attorney Alex Myers, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Operations Manager Trampas Hansard, Planning Director Robbie Irvin and Human Resource Manager Donna Blanton. Finance Administrator Hayden Wiggins arrived later in the meeting.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Tolson.
4. **ANNOUNCEMENTS:** No announcements were made
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda made by C. Phillips; second by J. Power. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** No comments from the public.
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a, b) made by J. Power; second by S. Tolson. Vote carried unanimously in favor.
 - a. Approve the Minutes – **passed 4-0**
 - Work Session and Regular Meeting – December 17, 2018
 - b. Approve Sara Beacham as Temporary City Clerk for February 4, 2019 Meeting – **passed 4-0**
8. **APPOINTMENTS TO PLANNING COMMISSION AND HISTORIC PRESERVATION COMMISSION:** Motion made by S. Tolson to appoint the following members to the Planning Commission:
 - Post #1 – Troy Lindsey Term: 01/07/2019 - 12/31/2021
 - Post #2 – Ken Goines Term: 01/07/2019 – 12/31/2021
 - Post #3 – John Walden Term: 01/07/2019 – 12/31/2020
 - Post #4 – Anna Tobolski Term: 01/07/2019 – 12/31/2020
 - At Large – Matt Fallstrom Term: 01/07/2019 – 12/31/2021and to the Historic Preservation Commission:
 - Shannon Gibson Term: 01/07/2019 – 12/01/2021Second by J. Power. Councilmember French asked “Were all the members contacted by at least two councilmembers; all the people who were being nominated?” Mayor Eason asked Donna Blanton if she had a list of that and asked if everyone was contacted by two; Ms. Blanton responded, “For the candidates, all except for one”. Councilmember French asked “Might I ask who that candidate was?” Ms. Blanton responded “Steve Sanvi”. Councilmember French further inquired how many of the people being appointed had served previously and expressed concern about having no experienced members appointed to the Planning Commission who would have knowledge of the rules and procedures. Vote carried three in favor (Tolson, Power, Phillips) with one opposed (French).
9. **RED OAK SANITATION CONTRACT:** Motion to table item to the January 22, 2019 meeting made by J. Power; second by S. Tolson. Vote carried unanimously in favor.
10. **2019 RENEWAL OF PROFESSIONAL SERVICES:** Mayor Eason asked City Attorney Kevin Tallant to provide some background on the subject matter. Attorney Tallant responded saying “Typically the City has in the past, the City’s procurement policy or purchasing policy, called for these things to be done in January. Of course, last month you amended your purchasing policy to do these things in December but following your purchasing policy up until that point, you weren’t doing, you weren’t planning on doing those until January. At this point it would be appropriate, even though your procurement policy which you amended last month says to do it in December, to go ahead and get this done now to set these in place for the next year. Of course, if you were to take the position that you didn’t want to do this, then everyone who is in place would just continue to be in place until they

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were removed or replaced up until next year when you would need to do it again. So, I just wanted to mention that because I know there might have been some question about, well we just did this to move this back to December, but remember at the point that you were proceeding, when you were proceeding, your procurement policy up until last month said to take care of it in January. There is no problem with not getting it done in December, the problem would be if you don't take action on it now and go ahead and get these people into place for another year"

Motion to put out a Request for Qualifications for auditing services and to approve the following professional services for 2019 made by M. French. Councilmember French stated he felt we could do better and that in his opinion the auditors had missed some things they shouldn't have, and it would be good to have a new firm look at things with fresh eyes.

- City Attorney – Dana Miles of Miles, Hansford & Tallant, LLC
- Engineer – G. Ben Turnipseed Engineers, Inc.
- Municipal Court Judge – Ron Reemsnyder
- Testing of Wastewater – Environmental Management Services
- Geologist – Bob Atkins
- Repair/Installation of Water and Sewer Infrastructure – Townely Construction
- Airport Consultant Engineering Services – Lead Edge Design Group

Second by C. Phillips. Councilmember Powers stated he directly asked the auditors regarding the things Councilmember French was concerned about and said received satisfactory answers from them. Vote carried three in favor (French, Phillips, Tolson) with one opposed (Power).

- 11. SET QUALIFYING FEES FOR 2019 ELECTION:** Motion to set the qualifying fee for Mayor at \$279.00 and for Councilmember at \$257.00 for the 2019 election made by J. Power; second by M. French. Vote carried unanimously in favor.
- 12. INTRODUCTION AND FIRST READING OF CHARTER AMENDMENT ORDINANCE:** City Attorney Kevin Tallant read the first reading of the Charter Amendment Ordinance.

An Ordinance To Amend The Charter Of The City Of Dawsonville So As To Amend Article II Through VI Of The City Charter So As To Provide Consistency Concerning District Posts; To Provide A Consistent Oath Of Office; To Establish Provisions Related To Conflict Of Interest And The Ethics Code; To Provide For City Council Regular Meetings And Work Sessions And For Means Of Providing Notice Of The Same; To Increase The Compensation Of The Mayor And City Council Members; To Designate A Codification System; To Clarify The Prohibition On Holding Multiple Offices, The Timing Of The City Council Organizational Meeting And Appointment Of A Mayor Pro Tempore, The Process For Calling Special And Emergency Meetings, Roles Of The City Clerk, City Attorney, City Manager And City Judge; To Clarify Provisions Related To The City Court And Political Activities Of Officers And Employees; To Provide Clarification For Elections And Terms, The Grounds And Procedure For Removal Of An Officer, Franchises And Other Agreements That The City Council May Grant, Utility Service Charges The City Council May Assess And/Or Collect; And For Other Purposes. (Second Reading and Public Hearing: January 22, 2019; Third Reading and Public Hearing: February 4, 2019)

Councilmember Phillips noted that email has been added as one of the forms of notification to councilmembers when a special called meeting is set; he stated he would like to see the requirement made to two forms of notification to councilmembers for special called meetings. Councilmember French asked some questions regarding the district posts; Attorney Tallant addressed those questions. Councilmember French also stated he is opposed to the increase of compensation for the Mayor and Council and further stated he felt the compensation should also include the fringe benefits received by Mayor and Council. Mayor Eason said the agreed upon changes would be made and available for review by the next reading on January 22, 2019.

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13. An Ordinance Establishing A Uniform Procedure For Appointments By The City Council To Boards, Commissions, And Authorities Of The City Of Dawsonville; And For Other Purposes. (First Reading: December 17, 2018; Second Reading: January 7, 2019)

City Clerk Beverly Banister read the second reading of the ordinance. Motion to approve the ordinance as presented made by S. Tolson; second by J. Power. Vote carried unanimously in favor. (Exhibit "A")

14. An Ordinance Of The City Of Dawsonville, Georgia To Regulate The Parking Of Vehicles; To Impose Time Limits On Vehicles Parked On Public Property; To Provide For The Removal Of Vehicles That Are Parked Beyond Time Limits Or For An Unauthorized Purpose; To Provide For Regulations As To Use Of Parking Facilities; To Provide For An Effective Date; And For Other Purposes. (First Reading: January 7, 2019; Second Reading: January 22, 2019)

Planning Director Robbie Irvin read the first reading of the ordinance and will be heard again with a vote at the January 22, 2018 meeting.

ADJOURNMENT

At 5:56 p.m. a motion to adjourn the meeting was made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor.

By: CITY OF DAWSONVILLE

Mike Eason, Mayor

Caleb Phillips, Councilmember Post 1

Stephen Tolson, Councilmember Post 2

Jason Power, Councilmember Post 3

Mark French, Councilmember Post 4

Attested: _____
Beverly Banister, City Clerk

MINUTES
CITY COUNCIL WORK SESSION AND REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Tuesday, January 22, 2019
5:30 P.M.

1. **CALL TO ORDER:** Mayor Mike Eason called the meeting to order at 5:30 pm.
2. **ROLL CALL:** Present were Councilmember Jason Power, Councilmember Mark French, Councilmember Stephen Tolson, Councilmember Caleb Phillips, City Attorney Alex Myers, City Attorney Molly Anderson, City Clerk Beverly Banister, Deputy City Clerk Tracy Smith, Utilities Director Gary Barr, Public Works Operations Manager Trampas Hansard and Planning Director Robbie Irvin.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember French.
4. **ANNOUNCEMENTS:** No announcements were made
5. **APPROVAL OF THE AGENDA:** Councilmember French asked for item 7a. Approve the Minutes to be removed from the Consent Agenda and added as item #8a; Mayor Eason stated the item would be moved to item #16.

Motion made by Stephen Tolson to table item #14 Parking Project at City Hall to the February 4, 2019 meeting; second by C. Phillips. Vote carried unanimously in favor.

Motion to approve the agenda as amended made by S. Tolson; second by M. French. Vote carried unanimously in favor.

6. **PUBLIC INPUT:** No comments from the public.
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (b, c) made by J. Power; second by C. Phillips. Vote carried unanimously in favor.
 - b. Approve Contract for Utility Debit Collection – **passed 4-0**
 - c. Table Red Oak Sanitation Contract to February 4, 2019 – **passed 4-0**

8. **EMPLOYEE OF THE MONTH AWARD:** The Mayor and Council presented the January Employee of the Month Award to Clay Moss.
9. An Ordinance To Amend The Charter Of The City Of Dawsonville So As To Amend Article II Through VI Of The City Charter So As To Provide Consistency Concerning District Posts; To Provide A Consistent Oath Of Office; To Establish Provisions Related To Conflict Of Interest And The Ethics Code; To Provide For City Council Regular Meetings And Work Sessions And For Means Of Providing Notice Of The Same; To Increase The Compensation Of The Mayor And City Council Members; To Designate A Codification System; To Clarify The Prohibition On Holding Multiple Offices, The Timing Of The City Council Organizational Meeting And Appointment Of A Mayor Pro Tempore, The Process For Calling Special And Emergency Meetings, Roles Of The City Clerk, City Attorney, City Manager And City Judge; To Clarify Provisions Related To The City Court And Political Activities Of Officers And Employees; To Provide Clarification For Elections And Terms, The Grounds And Procedure For Removal Of An Officer, Franchises And Other Agreements That The City Council May Grant, Utility Service Charges The City Council May Assess And/Or Collect; And For Other Purposes. (Second Reading and Vote: January 22, 2019; Third Reading and Vote: February 4, 2019)

Motion to open the public hearing made by J. Power; second by S. Tolson. Vote carried unanimously in favor. City Attorney Alex Meyers read the second reading of the Charter Amendment. Mayor Eason conducted the public hearing; no one spoke in favor or opposition of the ordinance. Councilmember French stated his continued opposition to any increase for the Mayor or any member of the Council. Motion to close the public hearing made by J. Power; second by C. Phillips. Vote carried unanimously in favor.

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Motion to approve the charter amendments as presented made by S. Tolson; second by J. Power. Vote carried three in favor (Tolson, Power, Phillips) and one opposed (French). The third reading and second vote will occur on February 4, 2019.

10. **ZA C8-00221**: Fall Leaf Residential LLC. has requested a PUD site plan change for TMP 093 048 and 093 049, located at 2364 Perimeter Road, consisting of 32.6 acres.

Motion to open the public hearing made by J. Power; second by C. Phillips. Vote carried unanimously in favor. Mayor Eason conducted the public hearing. Planning Director Robbie Irvin presented the zoning amendment and stated the Planning Commission approved the application with the following stipulations:

- Applicant shall provide design specs for both entrances which shall include signage, landscaping and lighting
- Applicant shall provide a lighting plan for the development
- Applicant shall seek review by the GA Department of Transportation to determine the need for a deceleration lane at the Hwy 9 entrance

Tommy Barnes who resides at 1345 Creek Vista Drive, Cumming GA spoke in favor of the application stating his site plan has a reduction in lots and increased open space than the original plan. He is satisfied with the additional stipulations and has received a favorable recommendation from staff and the Planning Commission. No one spoke in opposition. Councilmember French asked if the applicable fees have been collected; Mr. Irvin replied yes. Motion to close the public hearing made by C. Phillips; second by S. Tolson. Vote carried unanimously in favor.

Motion to approve application as presented with stipulations made by J. Power; second by C. Phillips. Vote carried unanimously in favor.

11. An Ordinance To Amend The Garbage Services Ordinance Of The City Of Dawsonville So As To Provide For A Method Of Calculating Service Charges; And For Other Purposes. (First Reading: January 22, 2019; Second Reading: February 4, 2019)

The first reading of the ordinance was read by City Clerk Beverly Banister; the second reading and vote will occur on February 4, 2019.

12. An Ordinance Of The City Of Dawsonville, Georgia To Regulate The Parking Of Vehicles; To Impose Time Limits On Vehicles Parked On Public Property; To Provide For The Removal Of Vehicles That Are Parked Beyond Time Limits Or For An Unauthorized Purpose; To Provide For Regulations As To Use Of Parking Facilities; To Provide For An Effective Date; And For Other Purposes. (First Reading: January 7, 2019; Second Reading: January 22, 2019)

Planning Director Robbie Irvin read the second reading of the ordinance.

Motion to approve the ordinance as presented made by J. Power; second by S. Tolson. Vote carried unanimously in favor. (Exhibit "A")

13. **DEVELOP COMMITTEES**: Mayor Eason spoke about the RFP for Auditing Services and is recommending two councilmembers join with City Manager Bob Bolz and another staff member other than the Finance Director Hayden Wiggins to be on the committee.

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Motion to form a committee with Councilmember French and Councilmember Tolson along with City staff to review the RFP for auditing services made by J. Power; second by C. Phillips. Vote carried unanimously in favor.

Mayor Eason further stated a Construction Manager contract is being developed and reviewed and requests a member of Council to be a liaison with the City staff.

Motion to approve Caleb Phillips as a liaison with City staff for the purpose of the Construction Manager contract made by M. French; second by S. Tolson. Vote carried unanimously in favor.

- 14. PARKING PROJECT AT CITY HALL:** This item was tabled to February 4, 2018 during the approval of the agenda.
- 15. DISCUSSION OF IMPACT FEES:** Mayor Eason asked for feedback from Council regarding the direction they wanted to take on moving forward with the impact fee study for further consideration of impact fees. Councilmember Tolson was interested in seeing whether this would benefit the community but after seeing some of the research he doesn't see that the investment is worth the return and therefore thinks it should be considered at another time. Councilmember French stated he would like to have the study done to see what is on the table. His concern is that as the City grows in population our local option sales tax portion may not be enough money to cover the expenses for the same level of services the City currently provides and could result in having to levy a tax; he feels the impact fee could help defer having to levy a tax on our citizens. Mayor Eason reported the fees have to be used in a restricted manner and cannot be utilized for day to day operations. He further stated the fees cannot be transferred to the County and have to be used specifically for the designated project. He stated the cost of the survey is \$28,350 and would have to be bid out according to our financial policy. Councilmember Power wouldn't want to forego an opportunity to impose impact fees if we see where it can help the City but thinks it should be considered at another time that makes more sense.

Motion to forego the impact fee study until a more appropriate time made by J. Power; second by C. Phillips. Councilmember French asked if the impact fees were implemented, could the road's portion be used to help offset the cost of a truck route as new construction; Mayor Eason replied it could. Councilmember French stated it would be wise to utilize these funds for that purpose so as not to severely impact the City's budget. Vote carried three in favor (Power, Phillips, Tolson) with one opposed (French).

- 16. APPROVE MINUTES OF THE REGULAR MEETING HELD JANUARY 7, 2019:** Motion to amend the minutes for item #8 to include verbatim the exchange between Councilmember French and Donna Blanton regarding which nominees were contact by councilmembers and for item #10 to include verbatim the statement made by City Attorney Kevin Tallant regarding the timing of the renewal of professional services made by M. French; second by C. Phillips. Vote carried unanimously in favor.
- 16a. CITY MANAGER, BOB BOLZ:** Mayor Eason reported on the City's projects in Bob's absence.
- i. Long range sewage plan and sewage treatment plant should be ready for a presentation from GBT Engineers in February and will include a five, ten, fifteen, and twenty-year plan.
 - ii. The water/sewer rate study should be available for review in February.
 - iii. Main Street Park Phase I has been delayed due to the weather. Currently the gravel is saturated, and asphalt cannot hold it until it dries out.
 - iv. Main Street Park Playground has been sent out to bid and is due February 22, 2019.
 - v. Main Street Park Restroom plans should be ready for review in February; project cannot start until grading is complete.

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- vi. Main Street Park landscaping plan is almost complete to include fencing and gates; should be ready for review in February.
- vii. Farmer's Market design is finalized, and they are waiting for architectural specs and drawings.
- viii. Winter Storage Facility project has been set out to bid and scheduled for February 11, 2019.
- ix. Additional items of interest include a 1-800 number is now available for utility customers to make payments, the Distillery lease is being worked on and the IGA with Dawson County for Animal Control is being finalized.

17. FINANCE ADMINISTRATOR HAYDEN WIGGINS: No comments or questions from Council for this item.

ADJOURNMENT

At 6:04 p.m. a motion to adjourn the meeting was made by S. Tolson; second by J. Power. Vote carried unanimously in favor.

By: CITY OF DAWSONVILLE

Michael Eason, Mayor

Caleb Phillips, Councilmember Post 1

Stephen Tolson, Councilmember Post 2

Jason Power, Councilmember Post 3

Mark French, Councilmember Post 4

Attested: _____
Beverly Banister, City Clerk



**DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7b**

SUBJECT: ANNUAL ASPHALT PAVING BID

CITY COUNCIL MEETING DATE: 02/04/2019

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO AWARD BID & APPROVE ANNUAL ASPHALT PAVING CONTRACT

HISTORY/ FACTS / ISSUES:

- **BID OPENING FOR RFQ #2019-R01 OCCURRED ON SEPTEMBER 7, 2018 (BID NEVER PUBLICLY AWARDED)**
 - **TWO BIDS RECEIVED – SEE ATTACHED PRICE QUOTE PROPOSALS FOR BIDS**
 - **CONTRACT DEVELOPED BY CITY ATTORNEY**
-

OPTIONS:

RECOMMEND APPROVAL OF LOWEST BIDDER – JOHNSON PAVING; AND

RECOMMEND APPROVAL OF CONTRACT

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Trampas Hansard, Public Works Operations Manager

CONTRACTOR'S PRICE QUOTE PROPOSAL FORM
ANNUAL ASPHALT PATCHING AND LEVELING
ON VARIOUS CITY STREETS
RFQ # 2019-R01

Company Name: Johnson Paving, LLC

Price:

- Asphalt Topping – 9.5mm type 2 SP asphalt topping with lime per ton: \$93.25
- 19mm SP asphalt binder with lime per ton: \$90.00
- CRS2H tack per gallon: \$4.00
- GAB per ton: \$25.00
- Milling per square yard: \$8.50
- Saw cut per linear foot: \$3.00

By signing below, I guarantee these prices will not change and will be valid for the 2019 budget year, (July 1, 2018 – June 30, 2019). The City of Dawsonville does not guarantee any minimum or maximum number of tons or work to be done.

I certify the above proposal is all inclusive and final per document specifications.

[Signature]
Authorized Signature

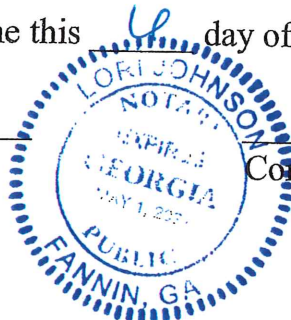
09-06-18
Date

Justin Foster
Print Name

operations manager
Title

Sworn to and subscribed before me this 4 day of September, 2018

[Signature]
Notary Public



5/1/22
Commission Expires

CONTRACTOR'S PRICE QUOTE PROPOSAL FORM
ANNUAL ASPHALT PATCHING AND LEVELING
ON VARIOUS CITY STREETS
RFQ # 2019-R01

Company Name: Precision Paving and Sealing Inc.

Price:

- Asphalt Topping – 9.5mm type 2 SP asphalt topping with lime per ton: \$ 145.00
- 19mm SP asphalt binder with lime per ton: \$ 135.00
- CRS2H tack per gallon: \$ 7.50
- GAB per ton: \$ 22
- Milling per square yard: 2' machine \$ 1000.00 per day
6-7' machine \$ 4000.00 per day
- Saw cut per linear foot: \$ 2.00

By signing below, I guarantee these prices will not change and will be valid for the 2019 budget year, (July 1, 2018 – June 30, 2019). The City of Dawsonville does not guarantee any minimum or maximum number of tons or work to be done.

I certify the above proposal is all inclusive and final per document specifications.

Scott Whitfield
 Authorized Signature

8-6-18
 Date

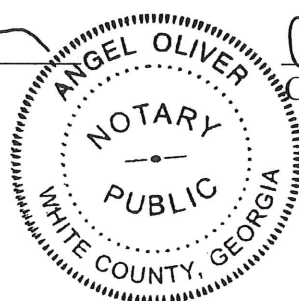
Scott Whitfield
 Print Name

Pres.
 Title

Sworn to and subscribed before me this 6th day of September, 2018

Angel Oliver
 Notary Public

03/22/2022
 Commission Expires



ANNUAL ASPHALT PAVING, PATCHING AND LEVELING CONTRACT

This Asphalt, Paving, Patching and Leveling Contract (hereinafter referred to as the "Contract") is entered into and effective this _____ **day of** _____, **2019**, by and between **THE CITY OF DAWSONVILLE** (hereinafter referred to as "CITY"), a Georgia municipal corporation, and **JOHNSON PAVING, LLC**, (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, CITY let for bid the annual asphalt paving, patching and leveling on various streets within the corporate limits of CITY (hereinafter referred to as the "Annual Paving Project"), said bid being numbered 2019-R01, with a copy attached hereto as Exhibit A;

WHEREAS, CONTRACTOR placed a Bid on the Annual Paving Project, and was the lowest responsible bidder on said project with a copy attached hereto as Exhibit B;

WHEREAS, CONTRACTOR agreed to perform the work on the Annual Paving Project to the specifications presented in Bid 2019-R01; and

WHEREAS, CITY has awarded the Contract to CONTRACTOR.

NOW THEREFORE, having determined that CONTRACTOR and CITY desire to enter into an agreement for Asphalt, Paving, Patching and Leveling as set forth in this Contract, both parties for full and valuable consideration do hereby agree and covenant as follows:

1. Term of Contract. This Contract shall become effective on execution by the parties and shall continue in full force and effect until terminated. The Contract shall terminate after the expiration of twelve months from the effective date as set forth above. The parties shall have the option to renew the Contract, up two additional times, for

additional terms of twelve months by executing subsequent agreements to that affect prior to the expiration of the then pending Contract term. Subsequent terms may have new negotiated price terms for the below listed services.

2. General Duties and Obligations of the CONTRACTOR. CONTRACTOR shall provide paving services to CITY, on various streets within the corporate limits of CITY, including, but in no way limited to, paving, leveling, patching potholes, and/or making asphalt cuts. CONTRACTOR shall provide paving services at the following prices, inclusive of all labor and other incidental items necessary for installation, such as hauling, cleaning, digging out, and squaring up:

- a) 9.5mm type 2 SP asphalt topping with lime at ninety-three and 25/100 (93.25) dollars per ton;
- b) 19mm SP asphalt binder with lime at ninety and 0/100 (90.00) dollars per ton;
- c) CRS2H tack at four and 0/100 (4.00) dollars per gallon;
- d) GAB at twenty-five and 0/100 (25.00) dollars per ton;
- e) Milling at eight and 50/100 (8.50) dollars per square yard;
- f) Saw cut at three and 0/100 (3.00) dollars per linear foot.

CONTRACTOR shall maintain all vehicles and equipment in proper operating condition. Under non-emergent conditions, after proper notice, CONTRACTOR shall commence and complete services within a timely manner, but shall commence within five (5) business days of CITY's request weather permitting. Under emergent conditions, after proper notice, CONTRACTOR shall mobilize to the job site and begin work within twenty-four hours of said notice, and complete services within a timely manner. CONTRACTOR shall bill CITY on a monthly basis for services rendered in the prior month.

CONTRACTOR, its superintendent, and foreman shall promptly obey and follow every order or direction given by the Street Department Director or his designee in accordance with the terms of this Contract. CONTRACTOR will be held responsible for the care, protection, and condition of all work until final completion and acceptance, and will be required to make good at its own cost any damage or injury occurring from any cause.

3. General Duties and Obligations of the CITY. CITY shall pay the agreed upon rates as outlines above for satisfactory work completed. Under non-emergent conditions, CITY shall provide CONTRACTOR with five (5) business days' notice of any anticipated need for any service to be done. Under emergent conditions, CITY shall provide CONTRACTOR with notice as soon as reasonably practicable after becoming aware of the anticipated need for any service.

4. Duty to Maintain Clean Environment. CONTRACTOR shall be responsible for any cleanup required, due to the paving, patching, and/or leveling activity, including removing and cleaning up all rubbish, debris, excess material, temporary structures, tools, and equipment from streets, alleys, parkways, and adjacent property that may have been used or worked on by CONTRACTOR in connection with the project promptly as each section or portion is completed and ready for use, leaving the same in a neat and presentable condition. Final acceptance and payment for the entire project will not be made until this has been fully completed.

5. Supply a Sufficient Staff. CONTRACTOR shall furnish a competent and adequate staff as necessary for the proper administration, coordination, and supervision of the work. CONTRACTOR shall keep an adequate force of skilled workers on the job to complete the work in accordance with all requirements of this Contract.

6. Safety Precautions and Protection of Property. During the continuance of

a project, CONTRACTOR shall put up and maintain barriers and lights that will effectually prevent the happening of any accident in consequence of the work for which CITY might be liable. CONTRACTOR shall assume full responsibility and expense for the protection of all public and private property, structures, water mains, sewers, utilities, etc., both above and below ground, at or near the site or sites of the work being performed under the contract, or which are in any manner affected by the prosecution of the work or the transportation of workers and materials in connection with the work.

7. **Indemnification.** CONTRACTOR agrees to indemnify CITY for any and all actions, liabilities, damages, judgments, costs and expenses that may be brought or in any way accrue against CITY in consequence of this contract or for any act, negligence or omission of CONTRACTOR or CONTRACTOR's agents, subcontractors, employees or workers, in the performance of the work under this contract, and CONTRACTOR assumes and shall pay all damages occasioned by or result from the digging up, use or occupancy of any street, alley, highway or public place in the performance of this contract or that may result from the carelessness or lack of skill of CONTRACTOR or CONTRACTOR's agents, subcontractors, employees or workers, and when any judgment is recovered against CITY for any such liability, costs or expenses, such judgment shall be conclusive against CONTRACTOR, not only as to the amount of damage, but also as to the liabilities of CONTRACTOR, provided reasonable notice has been given of the pendency of the suit to CONTRACTOR.

8. **Insurance.** CONTRACTOR agrees to keep in force during the life of this contract such insurance policies as required in the attached bid package. CONTRACTOR further agrees if requested by the Street Department Director to furnish certificates of any or all insurance policies listing CITY as a coinsured within fifteen (15) days. CONTRACTOR and

its subcontractors shall comply with the Workers' Compensation Act of the State of Georgia, and shall provide compensation insurance to protect the CONTRACTOR, its subcontractors and CITY from and against any and all workers' compensation claims arising from performance of the work under the Contract.

9. Permits. Unless otherwise provided, CONTRACTOR shall take out, at its own expense, all permits and licenses necessary to carry out work under this Contract.

10. Closure of Streets or Public Ways. All work shall be coordinated so as to avoid the closing of streets or public ways for undue periods of time. During performance, CONTRACTOR shall provide free access to fire hydrants, water, and gas valves. Gutters and waterways shall be kept open, or other suitable provisions made for the removal of storm water.

11. Timing of Work. Work shall not be done on Saturdays, Sundays, holidays, at night, or outside the daytime working hours from 8:00 a.m. to 6:00 p.m., except as may be approved in writing by the Street Department Director.

12. Payment of Materialmen by CITY. CITY reserves the right, before paying CONTRACTOR, to pay any and all claims against CONTRACTOR for any claim for materials and deduct the amount from the amount due CONTRACTOR. This provision shall not be construed so as to require CITY to act or create any liability against CITY on behalf of any claimant for labor or materials.

13. Laws and Regulations Affecting this Contract. This Contract is entered into and accepted subject to all the conditions and requirements of the Georgia Department of Transportation, the Charter and Code of Ordinances of the City of Dawsonville, and all such regulations and ordinances that may be enacted during the course of this Contract relating to the subject of local improvements of this character.

14. Non-Discrimination & Compliance with Federal Work Authorization.

CONTRACTOR, in performing, shall not discriminate against any worker, employee, applicant, or member of the public, due to race, creed, color, sex, age, or national origin, or otherwise commit an unfair employment practice. CONTRACTOR's executed affidavit attesting to compliance with federal work authorization program requirements remains a true and correct assertion and in full force and effect as a portion of the bid submitted.

15. No Agency. CITY's right of general supervision under this Contract shall not make CONTRACTOR an agent or employee of CITY. CONTRACTOR shall at all times, and in all respects, have the rights and liabilities of an independent contractor.

16. WARRANTY. CONTRACTOR warrants to CITY that all materials furnished under this Contract will be new and that all work will be of good quality, free from faults and defects, and rendered in conformity with the requirements of this Contract. CONTRACTOR guarantees all work and materials for a period of one year from the date of completion of any individual project commenced pursuant to this Contract. Should any portion of work need replacement or repair within one year from the date of completion due to construction methods or material failure, CONTRACTOR shall replace such work at no cost to CITY.

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

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

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

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

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

22. Assignment or Transfer. This contract shall not be assigned or transferred by CONTRACTOR without the written consent of CITY.

23. Modification. No changes, additions, or interlineations made to this Contract shall be binding unless initialed by both parties.

24. Non-waiver. No delay or failure by either party to exercise any right under this Contract, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

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

IN WITNESS WHEREOF, the parties hereto have executed this instrument on

the date(s) set forth below with an effective date of the last to sign.

CITY OF DAWSONVILLE

JOHNSON PAVING, LLC

By: Mike Eason, Mayor

By: _____

Attest:

Beverly Banister, City Clerk



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7c

SUBJECT: APPROVE INSTALLATION OF SPEED HUMPS AT STONEWALL SUBDIVISION

CITY COUNCIL MEETING DATE: 02/04/2019

BUDGET INFORMATION: GL ACCOUNT # _____

Funds Available from: _____ Annual Budget Other **GENERAL FUND SUPPLIES**

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

PURPOSE FOR REQUEST:

TO REQUEST APPROVAL FOR INSTALLATION OF SPEED HUMPS; FUNDING OF APPROXIMATELY \$4,500.00 WILL COME OUT OF SUPPLIES IN THE ROADS DEPT BUDGET

HISTORY/ FACTS / ISSUES:

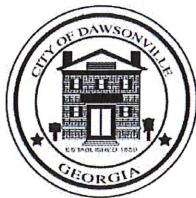
- COUNCIL AUTHORIZED STAFF TO SURVEY STONEWALL RESIDENTS ON 12.17.2018
- RESIDENTS RETURNED SURVEYS BY 01.15.2019
- 50 SURVEYS WERE MAILED TO HOMEOWNERS – 25 RESPONSES WERE RETURNED/ 16 WERE IN FAVOR - 9 WERE NOT

OPTIONS:

RECOMMEND APPROVAL AND EXPENDITURE FOR INSTALLATION OF SPEEDHUMPS

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Trampas Hansard, Public Works Operations Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7d

SUBJECT: APPROVE MEMORIAL GARDEN DOCUMENTS

CITY COUNCIL MEETING DATE: 02/04/2019

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO RECEIVE APPROVAL FOR THE FOLLOWING DOCUMENTS:

- CEMETERY PLOT PURCHASE AGREEMENT
 - CEMETERY PLOT DEED
 - OPERATIONAL RULES FOR DAWSONVILLE MEMORIAL GARDENS
-

HISTORY/ FACTS / ISSUES: **DOCUMENTS ARE CONSISTENT WITH THE ORDINANCE**

- CREATED DOCUMENTS WITH THE ASSISTANCE OF THE CITY ATTORNEY TO PROVIDE THE CONDITIONS OF THE PLOT PURCHASE TO ANY PERSON PURCHASING A CEMETERY PLOT
 - THE DEED WAS UPDATED ALSO TO COMPLY WITH THE EXISTING ORDINANCE
 - OPERATIONAL RULES HAVE BEEN ESTABLISHED TO POST AT MEMORIAL GARDENS INTENDED TO BE VISIBLE AT BOTH ENTRANCES
-

OPTIONS:

RECOMMEND APPROVAL OF ALL DOCUMENTS

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Trampas Hansard, Public Works Operations Manager

Section Number: _____

Block Number: _____

Plot Section: _____

Inside/Outside/Both: _____

CEMETERY PLOT PURCHASE AGREEMENT

This Cemetery Plot Purchase Agreement (hereinafter referred to as the “Agreement”) is made between the undersigned purchaser, their successors and estate, (hereinafter collectively referred to as “Purchaser”) and the City of Dawsonville, Georgia (hereinafter referred to as “City”) for the purchase of cemetery plot(s) as listed above (hereinafter referred to as “Plot”) in the Dawsonville Memorial Gardens (hereinafter referred to as “Cemetery”) for the sum of \$_____ paid to the City upon the execution of the Agreement. For and in consideration of the mutual promises and benefits accruing the parties and for other valuable consideration, the Purchaser agrees to all the following conditions on the use of said Plot:

1. Only one body and one cremation remains or in the alternative two cremation remains may be interred on any one Plot.
2. Only flat bronze markers and bronze flower vases as preapproved by the City may be placed on the Plot. Any non-bronze markers or other non-preapproved marker that is placed on the Plot shall be removed at Purchaser’s expense. All markers must be placed on the Plot in the location preapproved by the City. Purchaser shall not place, keep, or maintain, or allow to be placed, kept, or maintained, any object that would obstruct the general maintenance and landscaping that may be

performed by the City, or the use of the Cemetery by other visitors and/or purchasers, including, but in no way limited to, any benches, fences, or other permanent or semi-permanent objects that may in any way create a barrier.

3. Purchaser shall not plant, or allow to be planted, any items including, but in no way limited to, shrubs, trees, and/or flowers on the Plot. This shall in no way limit the ability of Purchaser to temporarily place flower arrangements or other items on the Plot that do not otherwise violate any other provision of this agreement.
4. Purchaser shall not place and/or leave, or allow to be placed or left, any mementoes or unattached items on the Plot. All flowers will be placed in bronze containers and not in glass, plastic or other materials that create a maintenance problem if broken or shattered.
5. Purchaser shall not violate any provision related to the use of Cemetery as codified in Chapter 5 of the Code of Dawsonville, Georgia, as may be amended hereafter from time to time.
6. Purchaser has received a copy of the City of Dawsonville's cemetery ordinance.

Purchaser:

Date

After recording
Return to:
City of Dawsonville
415 Hwy. 53 East
Dawsonville, GA 30534

DAWSONVILLE MEMORIAL GARDENS

CEMETERY PLOT DEED

**STATE OF GEORGIA,
COUNTY OF DAWSON**

THIS INDENTURE, Made the _____ day of _____, in the year two thousand nineteen between the City of Dawsonville, a Georgia municipal corporation, as party or parties of the first part, hereinafter called Grantor, and as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of \$ _____ **DOLLARS** in hand paid at and before the sealing and delivery of these presents, the receipt where of is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, a cemetery plot in Dawsonville Memorial Gardens located in Land Lot 446 of the 4th District of Dawson County, Georgia situate in the City Limits of Dawsonville and more particularly described as follows:

The inside outside one-half of Plot of Block _____ of Section _____ of Dawsonville Memorial Gardens according to Plat by McGill-Grogan & Associates dated October 15, 1978 and filed in City Hall, Dawsonville, Georgia, and in Plat Book 8, Page 55, Dawson County, Georgia records.

This conveyance and all subsequent conveyances are subject to certain rules, regulations, and restrictions as set out in ordinances adopted by the City of Dawsonville in Chapter 5 of the Dawsonville City Code as the same may be amended from time to time. Said ordinances are incorporated herein by reference.

TO HAVE AND TO HOLD the said tract or parcel of land, with the exclusive right of easement for the interment and sepulcher in such Plot. A maximum of _____ () graves are allowed on such Plot consisting of either _____ () cremation remains or _____ () body burial(s) and _____ () cremation remains.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in presence of:

CITY OF DAWSONVILLE

WITNESS

MIKE EASON, MAYOR

NOTARY PUBLIC

BEVERLY BANISTER, CLERK

Notary Seal

City Seal

Operational Rules for Dawsonville Memorial Gardens

1. Cemetery lots must be purchased from the City of Dawsonville.
2. No interment is allowed until grave space has been purchased and a receipt issues by the City.
3. A non-biodegradable outer burial container is required for all interments.
4. Only flat bronze markers and bronze vases mounted on a granite base are allowed to be installed in Dawsonville Memorial Gardens.
5. The City must be contacted prior to any bronze marker being installed.
6. No decorations are allowed which would interfere with regular maintenance of the grounds.
7. Planting of any flowers or shrubs is prohibited.
8. No conduct of a boisterous or disorderly manner will be permitted.
9. Cemetery hours are from sunup to sunset.
10. A Complete list of Cemetery Ordinances may be obtained at City Hall or on Municode.com



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7e.

SUBJECT: GET YOUR GLOW ON 5K

DATE(s): _____ WORK SESSION 02/04/2019 CITY COUNCIL MEETING

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:
NEEDS CITY COUNCIL APPROVAL FOR ROAD CLOSURE.

HISTORY/ FACTS / ISSUES
LOWELL STARR, DOES ABOUT 2-3 EVENTS A YEAR, NO ISSUES WHERE FOUND.
CLOSING MEMORY LANE AND A PORTION OF ALLEN ST FROM - 6:45-8:00 PM (SEE MAP)

OPTIONS:
APPROVE OR DENY

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: PLANNING AND ZONING

REQUESTED BY: ROBBIE IRVIN, PLANNING DIRECTOR

Range: Map: First to Last
Parcel:
Lot:
Range of Codes: M19 to M19
Range of Batch Ids: First to Last
Range of Sections: First to Last
Print Ref Num: N
Payment Type Includes: Sp Charges: Y
Payment Method Includes: Cash: Y
Print Miscellaneous w/Map/Parcel/Lot: N

Range of Accounts: First to Last
Range of Customers: First to Last
Range of Years: First to 2020
Range of Periods: 1 to 12
Range of Dates: 01/18/19 to 01/18/19
Name to Print: Bill To
Print Utility w/Map/Parcel/Lot: N
Lien: Y Sp Assmt: Y Water: Y Sewer: Y
Garbage: Y Property Tax: Y Invoice: Y Misc: Y
Check: Y Credit: Y VT: Y Range of Installment Due Dates: First to Last
Print Only Miscellaneous w/Map/Parcel/Lot: N

Map/Parcel/Lot/Acct	Type	Year Prd	Name	Principal	Pnnty/Intr	Total	Section Code Mthd	Check#	Date	User	Batch
M19			PUBLIC EVENT CERT								
	GET YOUR GLOW ON 5K			50.00	0.00	50.00	M19P CK 3054		01/18/19	COPELAND	NC011819
	3/8/19 CITY STREETS										

LOWELL ALFRED STARR III
DBA FIVE STAR NTP
59 HWY 9 S
DAWSONVILLE, GA 30534

3055
64-1284/611

1-16-19 Date

Pay to the Order of CITY OF DAWSONVILLE \$ 500
FIVE HUNDRED AND 00/100 Dollars

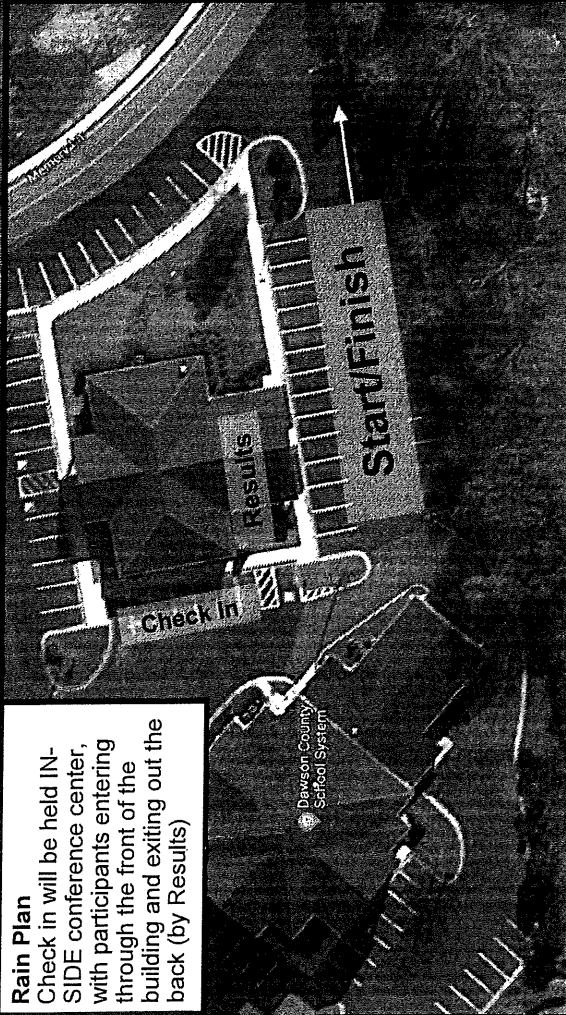
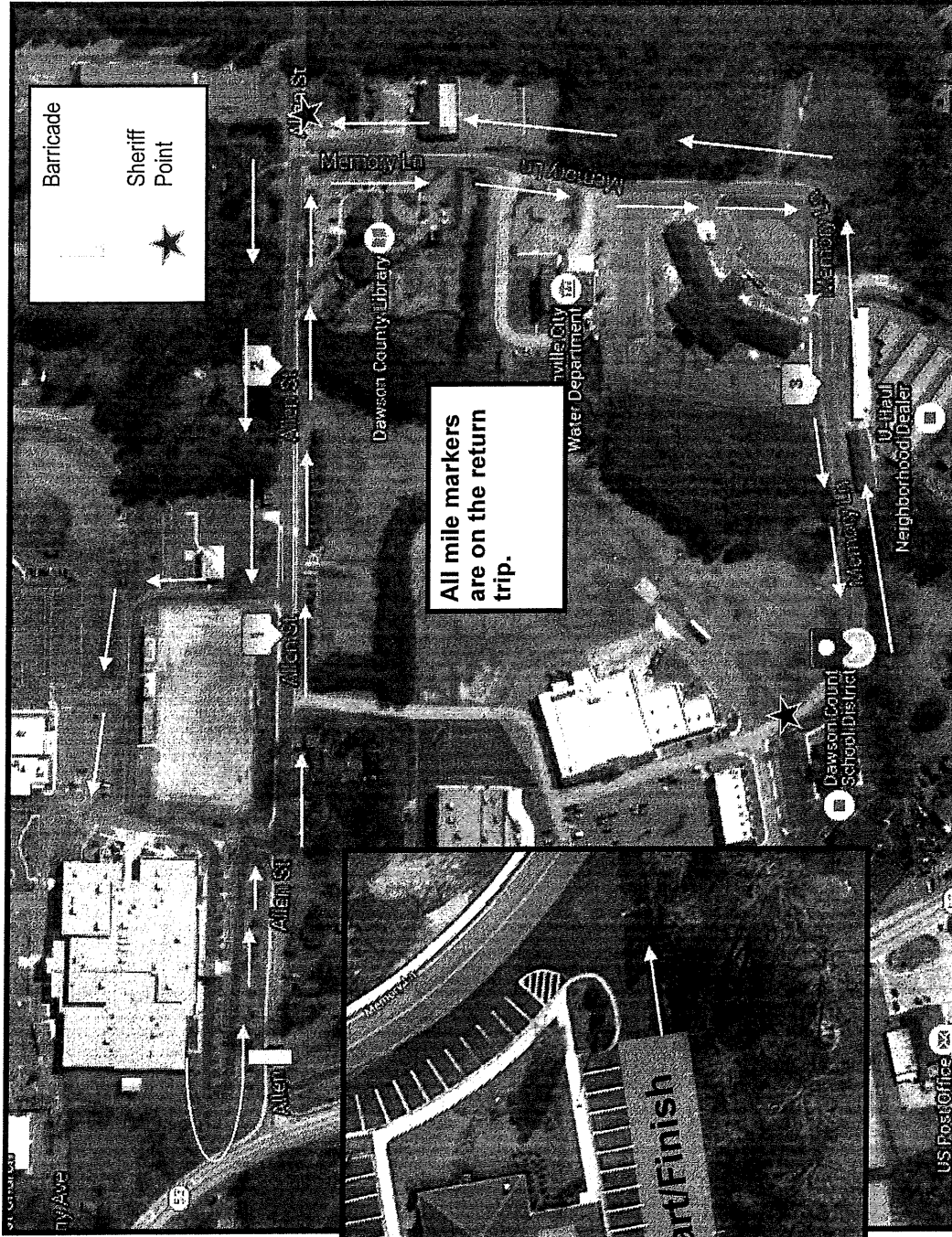
United Community Bank

For Deposit GET YOUR GLOW ON *[Signature]*

⑆06⑆⑆⑆2843⑆2036⑆6450⑆⑆03055

Photo Safe Deposit Details on back

Get Your Glow On 5K Traffic Plan



Rain Plan
 Check in will be held IN-SIDE conference center, with participants entering through the front of the building and exiting out the back (by Results)

Event Schedule
 7:00 pm...Check in opens
 8:00 pm...5K starts

- Written Route**
- Participants will start in the Board of Education Parking lot.
 - East/North on Memory lane
 - Left on Allen St
 - Right into 1st drive into middle school
 - Follow drive to middle school building, and turn left
 - Right into drive in front of middle school
 - Follow around and turn right at football field
 - Left on Allen St
 - Right on Memory Lane
 - When arriving at finish for 1st time, turn around and repeat course.



City of Dawsonville
 415 Hwy 53 E, Suite 100
 Dawsonville, GA 30534
 Phone (706)265-3256
 Fax # (706)265-4214

**Permit Application for:
 Parades, Public Assemblies,
 Demonstrations, and Rallies in Public Places
 (APPROVALS)**

Office Use for Dawsonville City Hall Only:

The following departments have reviewed and approved this event as applicable:

Department	Notified Date	Name	Approved	Date
Sheriff Department	1/23/19	Greg Rowan	1/23/19	✓
Emergency Services	1/23/19	Chris Archer	1/23/18	✓
Dawsonville Roads Dept.	1/23/19	Trampas Hansard	1/28/19	✓
Environmental Health				
GA Dept of Transportation (for events on State roads/ROWs)				
Dawson County (for events outside City limits)				
City Council (for Road Closures)	Feb 4 th /19			

Approved:

 Planning Director or City Manager

 Date

Permit Fee Received

Cleanup Deposit Received \$ 500.00 Check # 3055 Date Received 1/16/19

Event Entered on Calendar

Insurance Certificate Received

Route / Map Received

Applicant notified to pick up permit / Date notified _____

OK To Refund Deposit - Approved by _____ OK to refund \$ _____
 _____ Check Returned to applicant by _____
 _____ Check Destroyed by _____



City of Dawsonville
 P.O. Box 6 415 Hwy 53 E, Suite 100
 Dawsonville, GA 30534
 Phone (706)265-3256
 Fax # (706)265-4214

**Permit Application for:
 Parades, Public Assemblies,
 Demonstrations, and Rallies
 in Public Places**

PERMIT FEE: \$50.00 Date Received: 1/16/19 City Action: _____

TRASH CLEANUP DEPOSIT: \$ 500.00 Date Received: 1/16/19

A completed application must be received a minimum of 14 days prior to event.

*** Events with alcohol MUST apply 60 days in advance for City Council Approval (addition form required)**

- Name of Event: Get Your Glow On 5K PARADE RALLY
- Location of Event: Dawson County Board of Education PUBLIC DEMONSTRATION
- Date(s) of Event: March 8, 2019 PUBLIC ASSEMBLY
 Time of Event: Start: 6:45 pm am/pm End: 8:00 pm am/pm ROAD CLOSING OTHER
- Provide information listed below for the **main contact person** responsible for the organization of this event:

Name: <u>Lowell Starr</u>	Title: <u>Event Mng</u>
Organization: <u>Five Star NTP on Behalf of Dawson Board of Ed.</u>	Telephone #: <u>770-633-5511</u>
Email Address: <u>lstarr3@mindspring.com</u>	Cell Phone #: <u>770-633-5511</u>
Address: <u>59 Hwy. 9 S.</u> City: <u>Dawsonville,</u> State: <u>GA</u> Zip Code: <u>30534</u>	

- Provide information listed below for any **key personnel** involved in coordinating this event. Also, provide information listed below on each officer of the club, organization, corporation or partnership requesting this event. Attach a separate sheet if necessary.

Name:	Title:
Organization:	Telephone #:
Address:	City: State: Zip Code:

Name:	Title:
Organization:	Telephone #:
Address:	City: State: Zip Code:

Name:	Title:
Organization:	Telephone #:
Address:	City: State: Zip Code:

Name:	Title:
Organization:	Telephone #:
Address:	City: State: Zip Code:

- 6. Expected number of participants: 500
- 7. Physical description of materials to be distributed: N/A
- 8. How do participants expect to interact with public? 5K Road Race
- 9. Route of event: (attach a detailed map of the route) See attached

9.a. Number and type of units in parade: N/A

9.b. Size of the parade: N/A

10. Will this event require road closure(s)? Yes If **YES**, specify road name(s) and times of closure(s) below:
Memory Lane & a short portion of Allen St. **See attached map

11. Will any part of this Event take place **outside** the City Limits of Dawsonville? NO
 If YES, do you have a permit for the event from Dawson County? _____ Date Issued: _____ * **Attach Copy**

12. Do you anticipate any unusual problems concerning either police protection or traffic congestion as a consequence of the event? No If **YES**, please explain in detail _____

13. List all Prior parades or public assemblies, demonstrations or rallies in a public place within the city limits of Dawsonville for which you obtained a permit in the last 12 months: (Include dates (month/year) -- attach separate sheet, if necessary). Reindeer Run 2018, Get Your Glow on 2018

DETAILS:

Please outline what your event will involve: (number of people – life safety issues – vendors – cooking – tents – rides – handicap parking – egress) Attach separate sheet if necessary.

This is a glow in the dark 5K road race

Route or Layout: (attach a detailed site plan) *If route includes road closure(s), provide a Google map layout.*

See Attached

What participation, if any, do you expect from the **City of Dawsonville**? Use of barricades

What participation, if any, have you arranged from **Dawson County Emergency Services**? None

What participation, if any, have you arranged from the **Dawson County Sheriff Department**? Traffic Control

Insurance Requirements:

In compliance with the Parade, Public Assembly, and Public Demonstration Ordinance Section 10-25(c), an applicant for a permit under this article shall be required to obtain liability insurance for the parade, demonstration, rally, road closing, or other such activity whenever any one or more of the following threshold criteria are met:

1. Primary attendance is reasonably expected to meet or exceed 5,000 persons;
2. The use, participation, exhibition, or showing of live animals;
3. The use, participation, exhibition, or showing of automobiles of any size or description, motorcycles, tractors, bicycles or similar conveyances;
4. The use of a stage, platforms, bleachers, or grandstands which will be erected for the event;
5. The use of inflatable apparatus used for jumping, bouncing, or similar activities;
6. The use of roller coasters, bungee jumping, or similar activities; or
7. Vendors or concessions.

Does your parade, non-spontaneous private assembly, demonstration, or rally in a public place meet any of the criteria above? Yes No If yes, which one(s)? _____

Any applicant required to provide insurance shall provide the City of Dawsonville with a copy of the declarations page of the applicant's liability insurance / Certificate of Insurance from an insurer authorized and licensed by the State of Georgia. For such events the City of Dawsonville shall be added as an additional named insured on the Certificate of Insurance by the insurance carrier. The minimum policy limits shall be **\$1,000,000.00 per person per incident** and **\$2,000,000.00 aggregate** for the entire event. All costs for the insurance and adding the City of Dawsonville as an additional named insured shall be borne solely by the applicant. The insurance shall be such as to protect the City of Dawsonville from any and all claims for damages to property and/or bodily injury or death.

Is the Certificate of Liability Insurance attached? Yes No Not applicable to this event

Additional information/comments about liability insurance: _____

Additional information/comments about this application: _____

APPLICANT'S SIGNATURE FOR CERTIFICATION AND ACKNOWLEDGEMENT OF ROAD CLOSURE(S), TRASH CLEANUP, PARKING PROVISIONS AND PROVIDING TOILET FACILITIES. PRIOR TO SIGNING, PLEASE READ THE FOLLOWING OR HAVE IT READ TO YOU:

ROAD CLOSURE(S):

Applicant certifies and acknowledges that any road closures scheduled as part of an event will only take place during the time designated for the road closure and that the applicant will not arrive early, fail to clean up or fail to leave promptly after the event so as to interfere with the normal flow of traffic.

Sworn to and subscribed before me
this 16 day of January 20 19.



Nalita Y. Copeland
NOTARY PUBLIC
Dawson County, Georgia
My Commission Expires
May 15, 2019

Nalita Y. Copeland
Notary Public, State of Georgia

LOWELL STARR
Applicant's Printed Name

[Signature]
Applicant's Signature

My Commission Expires: May 15, 2019

TRASH CLEANUP, PARKING PROVISION AND TOILET FACILITIES:

Applicant certifies and acknowledges the City may require the Applicant to be responsible for trash cleanup of affected areas littered during the activity for which a permit is sought.

Each applicant granted a permit for an event with anticipated attendance of less than 100 participants shall be required to pay a cleanup deposit of \$500 for **each day** of the event. Each applicant granted a permit for an event with anticipated attendance of over 100 participants shall be required to pay a cleanup deposit of \$1000 for **each day** of the event. The City shall apply the cleanup deposit towards the cost of the cleanup following the event. Any portion of the cleanup deposit not used by the City shall be returned to the applicant within ten (10) days of completion of event cleanup. In the event the applicant cannot afford the daily cleanup deposit, a pauper's affidavit may be filed by the applicant, seeking to be excused from the deposit. The decision on whether the daily cleanup deposits are to be waived shall be made concurrently with the decision on the application itself, and shall be contemporaneously communicated to the applicant.

Applicant certifies and acknowledges the City may require the Applicant be responsible for the provision of sufficient parking and storage areas for a large influx of motor vehicles occasioned by the permitted activity and the provision of temporary toilet facilities and other similar special and extraordinary items determined to be necessary for the permitted activity based on the contents of the application.

Sworn to and subscribed before me
this 16 day of January 20 19.



Nalita Y. Copeland
NOTARY PUBLIC
Dawson County, Georgia
My Commission Expires
May 15, 2019

Nalita Y. Copeland
Notary Public, State of Georgia

LOWELL STARR
Applicant's Printed Name

[Signature]
Applicant's Signature

My Commission Expires: May 15, 2019

APPLICANT'S SIGNATURE FOR THE PERMIT APPLICATION; RELEASE & WAIVER OF LIABILITY; AND AGREEMENT FOR FINANCIAL RESPONSIBILITY. PRIOR TO SIGNING, PLEASE READ THE FOLLOWING OR HAVE IT READ TO YOU:

APPLICATION:

OATH: I hereby swear and affirm that the information provided within this application for parade, public assembly, demonstration, or rally is true and correct to the best of my knowledge. In addition, I agree to abide by all regulations of the ordinance and to advise all participants of the conditions of the permit.

RELEASE & WAIVER OF LIABILITY:

The permit holder shall indemnify and hold the City of Dawsonville, Georgia harmless from any claim, demand, or cause of action that may arise from activities associated with the event, including attorney's fees. I acknowledge that I understand this Release, and I hereby agree for myself and on behalf of the Applicant to indemnify and hold harmless the City of Dawsonville, Georgia and its agents, officers, and employees, individually and jointly, from and against any claim for injury (including, but not limited to, personal injury and property damage), loss, inconvenience, or damage suffered or sustained by any individual, including, but not limited to, business owners, patrons, participants of the parade, public assembly, demonstration, or rally, and spectators participating in and/or occurring during the event, unless the claim for injury is caused by intentional misconduct of an individual, agent, officer, or employee of the City of Dawsonville.

AGREEMENT FOR FINANCIAL RESPONSIBILITY:

The undersigned agrees to be solely responsible for cleaning affected areas littered during the activity, provide sufficient parking and storage areas for motor vehicles, provide temporary toilet facilities, and provide other similar special and extraordinary items deemed necessary for the permitted activity by the City of Dawsonville to keep the area of the event safe and sanitary. In no event shall the City of Dawsonville, Georgia require individuals, organizations or groups of persons to provide personnel for normal governmental functions, such as traffic control, police protection, or other expenses associated with the maintenance of public order. If additional requirements are placed on applicants in accordance with this subsection, and those requirements are not met despite assurances by the applicant, then failure to comply with the aforementioned requirements shall be grounds for revocation of the issued permit and/or denial of any subsequent permit requested by the applicant. The City of Dawsonville, Georgia shall be entitled to recover from the applicant the sums expended by the City of Dawsonville, Georgia for extraordinary expenses agreed to but not provided by the applicant.

I further understand that false statements or omission within the application may result in the denial or disqualification of application.



Nalita Y. Copeland
NOTARY PUBLIC
Dawson County, Georgia
My Commission Expires
May 15, 2019

Sworn to and subscribed before me
this 16 day of January 20 19.

Nalita Y. Copeland
Notary Public, State of Georgia

My Commission Expires: May 15, 2019

Lowell STARR
Applicant's Printed Name

[Signature]
Applicant's Signature

Note to Applicant: Once your permit is processed, Planning & Development will notify you if you are required to attend a City Council meeting.



City of Dawsonville
 P.O. Box 6 415 Hwy 53 E, Suite 100
 Dawsonville, GA 30534
 Phone (706)265-3256
 Fax # (706)265-4214

**Permit Application for:
 Parades, Public Assemblies,
 Demonstrations, and Rallies in Public Places
 (Dawson County Emergency Services)**

Emergency Services: Please complete this sheet and return it to the City of Dawsonville.

Name of Event: Get Your Glow On 5K Date(s) of Event: March 8, 2019

Any anticipated problems with proposed route? _____

Any anticipated problems with the designated location for participants to assemble? _____

How many personnel will be required for this event? _____

Estimated cost for personnel: _____

Number and type of vehicles required: _____

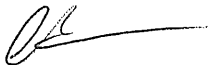
Type of procedures or equipment needed for the health and safety needs of the participants and the viewing public: _____

Estimated cost for equipment: _____

Additional comments/concerns: _____

EMERGENCY SERVICES

APPROVED: YES NO

By:  Date: 1-23-19



City of Dawsonville
 P.O. Box 6 415 Hwy 53 E, Suite 100
 Dawsonville, GA 30534
 Phone (706)265-3256
 Fax # (706)265-4214

**Permit Application for:
 Parades, Public Assemblies,
 Demonstrations, and Rallies in Public Places
 (Dawson County Sheriff Department)**

Sheriff Department: Please complete this sheet and return it to the City of Dawsonville.

Name of Event: Get Your Glow On 5K Date(s) of Event: Get Your Glow On 5K

Any anticipated problems with proposed route? None

Any anticipated problems with the designated location for participants to assemble? None

How many officers will be required for this event? 2 paid off-duty by event sponsor

Estimated cost for officers: \$40 per hour

Number of vehicles required: 2

Type of procedures or equipment needed for the health and safety needs of the participants and the viewing public: _____

Estimated cost for equipment: _____

Additional comments/concerns/recommendations: _____

SHERIFF DEPARTMENT:

APPROVED: YES NO

By: [Signature] Date: 1-23-2019



City of Dawsonville
 P.O. Box 6 415 Hwy 53 E, Suite 100
 Dawsonville, GA 30534
 Phone (706)265-3256
 Fax # (706)265-4214

**Permit Application for:
 Parades, Public Assemblies,
 Demonstrations, and Rallies in Public Places
 (Public Works – Environmental Health)**

If applicable to the event, please review this application and return it to the City of Dawsonville.

PUBLIC WORKS:

Additional comments/concerns/recommendations: _____

APPROVED: YES NO

By: T. Ramps [Signature] Date: 1-28-19

ENVIRONMENTAL HEALTH:

Additional comments/concerns/recommendations: _____

APPROVED: YES NO

By: _____ Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/05/2018

PRODUCER
East Main Street Insurance Services, Inc.
Will Maddux
PO Box 1298
Grass Valley, CA 95945
Phone: (530) 477-6521 Email: info@theeventhelper.com

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Five Star NTP
Lowell Starr
59 Hwy 9 S.
Dawson, GA 30534

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Evanston Insurance Company	35378
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> Retail Liquor Liability	3DS5466-M1769158	SEE BELOW	SEE BELOW	EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 DEDUCTIBLE \$ 1,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder listed below is named as additional insured per attached CG 20 26 07 04 for the following dates: 10/13/2018, 10/27/2018, 11/03/2018, 11/17/2018, 12/01/2018, 12/08/2018, 12/15/2018, 01/01/2019, 01/05/2019, 01/06/2019, 01/12/2019, 01/13/2019, 01/19/2019, 01/26/2019, 02/02/2019, 02/03/2019, 02/09/2019, 02/10/2019, 02/16/2019, 02/23/2019, 03/02/2019, 03/09/2019, 03/14/2019, 03/15/2019, 03/16/2019, 03/22/2019, 03/23/2019, 03/29/2019, 03/30/2019, 04/05/2019, 04/06/2019, 04/12/2019, 04/13/2019, 04/19/2019, 04/20/2019, 04/26/2019, 04/27/2019, 05/04/2019, 05/05/2019, 05/11/2019, 05/12/2019, 05/18/2019, 05/19/2019, 05/25/2019, 05/26/2019, 05/27/2019, 06/01/2019, 06/07/2019, 06/08/2019, 06/15/2019, 06/22/2019 & 06/29/2019.
 Attendance: 500, Event Type: 5 K Run.

CERTIFICATE HOLDER
City of Dawsonville
415 Hwy. 53 East, Suite 100
Dawsonville, GA 30534

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE *Will Maddux*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Dawsonville 415 Hwy. 53 East, Suite 100 Dawsonville, GA 30534
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7f

SUBJECT: APPROVE SPECIAL EVENT ALCOHOL PERMIT – CHAMBER OF COMMERCE GALA

DATE(s): _____ WORK SESSION 2-4-19 CITY COUNCIL MEETING

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

Requesting approval to have an open bar at the Chamber Gala, which will be held at GRHOF (Dawsonville History Museum) The State requires an approval letter from the local government in order to issue a temporary special event alcohol license.

HISTORY/ FACTS / ISSUES

Event to be held at GRHOF on March 2, 2019 from 6 pm – 9:30 pm

Open bar

Tickets for the event are being sold

Need CC approval in order to apply for a State Alcohol License for the event

Once approved by CC, staff will draft a letter of approval for the Chamber to submit to the State

OPTIONS:

Approve or Deny

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: PLANNING AND ZONING

REQUESTED BY: ROBBIE IRVIN, PLANNING DIRECTOR



City of Dawsonville
 P.O. Box 6, 415 Highway 53 East Suite 100
 Dawsonville, Georgia 30534
 Phone: (706)265-3256
 Email: clerk@dawsonville-ga.gov
 Website: www.dawsonville-ga.gov

**Event Permit with Alcohol
 Application
 One per Event**

**Application MUST be received BEFORE NEXT City Council Meeting for approval to apply for State approval.
 Permit MUST be displayed at the event. Sheriff's Office will be notified.**

Type of License:	Fee	
Catered Event Permit – Domiciled Caterer	\$25	25.00
Catered Event Permit – Non-Domiciled Caterer	\$50	
Total Payable to "City of Dawsonville"		\$ 25.00

CURRENT ALCOHOL LICENSEE INFORMATION: Contact Person: Dustin Heard
 Business Name: Dawson County Chamber of Commerce
 Address: 44 Commerce Drive Phone# 706-265-6278
 City: Dawsonville State: Georgia Zip: 30534 Fax# _____
 Email Address: d.heard@dawson.org Web Address: dawson.org

LOCATION OF EVENT: Contact Person at Location: Gordon Pirkle or Faye
 Location Name: Georgia Racing Hall of Fame
 Address: 415 Highway 53 Phone# 706-216-7223
 City: Dawsonville State: Georgia Zip: 30534 Fax# _____

EVENT TIME: Date: March 2, 2019 Time: Start: 6:00 a.m. / (p.m.) End: 9:30 a.m. / (p.m.)

LICENSE: Current Alcohol License State Alcohol License Current Business License Servers Current Pouring Permit

Is this a Non-Profit Charitable event? Yes Attach a copy of the 501(c)3

OATH:

I, Dustin Heard, do solemnly swear, subject to the penalties of false swearing, that the information contained in this application are true and correct; and that I am authorized to use the alcohol license referenced with this application; and, the business to which the alcohol license is issued is catering the event outlined above. In addition, I agree to abide by the rules and regulations of the City of Dawsonville's Alcohol Ordinance.

I, Dustin Heard, do solemnly swear, subject to the penalties of false swearing, that a caterer's license is not necessary because the alcoholic beverages are being purchased from a licensed establishment located in the City.

Dustin Heard

Applicant's Signature

1-28-19

Date

DISTANCE REQUIREMENT: Sections 3-37 of the alcohol ordinance require that all licenses be issued for areas with the Commercial zoning classification. It also provides for a distance requirement of 100 yards from any church or alcohol treatment facility, or 200 yards from any school building or daycare facility.

FOR OFFICIAL USE ONLY:

Completed Application Date: _____ Amount Paid \$ _____ Check # _____ / Cash

Alcohol License State Alcohol License Business License Pourers Permit Non-Profit Charitable Entity: Waived...Yes / No

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
401 W. PEACHTREE ST. NW
ATLANTA, GA 30365

DEPARTMENT OF THE TREASURY

Date: **DEC 9 1993**

DAWSON COUNTY CHAMBER OF COMMERCE
INC
OLD PUBLIC COURTHOUSE ON THE
SQUARE
PO BOX 299
DAWSONVILLE, GA 30534

Employer Identification Number:
58-1950100
Case Number:
589277012
Contact Person:
ROBERTA VAN METER
Contact Telephone Number:
(404) 391-0185

Internal Revenue Code
Section 501(c)(6)
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in the section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day

Letter 948 (DO/CG)

DAWSON COUNTY CHAMBER OF COMMERCE

is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

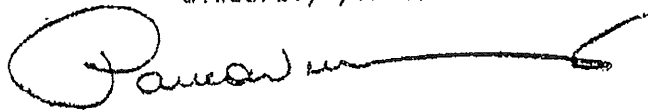
Donors may not deduct contributions to you because you are not an organization described in section 170(c) of the Code. Under section 6113, any fundraising solicitation you make must include an express statement (in a conspicuous and easily recognizable format) that contributions or gifts to you are not deductible as charitable contributions for Federal income tax purposes. This provision does not apply, however, if your annual gross receipts are normally \$100,000 or less, or if your solicitations are made to no more than ten persons during a calendar year. The law provides penalties for failure to comply with this requirement, unless failure is due to reasonable cause.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Paul Williams
District Director

Enclosure:
Addendum

DAWSON COUNTY CHAMBER OF COMMERCE

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, and supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$10 per day for each day there is failure to comply (up to a maximum of \$5,000 in the case of an annual return). See Internal Revenue Service Notice 98-120, 1988-2 C.B. 454, for additional information.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. Based on our review of your application for exemption, it appears that certain of your activities constitute unrelated trade or business activities as defined in section 513. Therefore, you may be liable for filing Form 990-T for each year for which such return is due. These returns should be filed with the Internal Revenue Service Center servicing your state.

Revenue from advertising in publications is generally taxable as unrelated business income.



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7g

SUBJECT: APPROVE AUDITING SERVICES RFQ

CITY COUNCIL MEETING DATE: 02/04/2019

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO APPROVE THE RFQ FOR AUDITING SERVICES

HISTORY/ FACTS / ISSUES:

- **COUNCIL REQUESTED RFQ BE DEVELOPED FOR AUDITING SERVICES ON 01.07.2019**
 - **AUDITING SERVICES COMMITTEE DEVELOPED ON 01.22.2019 TO INCLUDE COUNCILMEMBERS TOLSON AND FRENCH ALONG WITH CITY STAFF**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

**CITY OF DAWSONVILLE
AUDITING SERVICES
REQUEST FOR AUDIT PROPOSALS AND QUALIFICATIONS**

I. INTRODUCTION

A. General Information

The City of Dawsonville is requesting proposals from qualified firms of certified public accountants and licensed municipal auditors, having sufficient governmental and auditing experience, to audit its financial statements for the fiscal year ending June 30, 2019, as well as statements of the Dawsonville Downtown Development Authority and all general, special revenue, permanent, capital projects, and enterprise funds, with the option of auditing its financial statements for the two (2) subsequent fiscal years. The selected firm shall also assist the City and component units of the City in the preparation of its final financial statements and other duties as required.

There is no express or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To be considered, the proposer shall submit a proposal in a sealed envelope to Bob Bolz, City Manager at 415 Hwy 53 Suite 100, Dawsonville, GA 30534 by 4:00 p.m. on or before May 3, 2019.

Proposals submitted will be evaluated by an Audit Selection Committee consisting of the City Manager, City Finance Administrator, and other persons, if any, as appointed by the Mayor and Council.

During the evaluation process, the Audit Selection Committee and the City of Dawsonville reserves the right, where it may serve the City of Dawsonville's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City of Dawsonville or the Audit Selection Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City of Dawsonville reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Dawsonville and the firm selected. All proposals are deemed public records and must be released to the public upon request, less any portions excluded by law. Any questions should be directed by email only to Mr. Hayden Wiggins, City Finance Administrator at financeadministrator@dawsonville-ga.gov. The final deadline for submission of questions is 4:00 p.m., April 26, 2019.

Right of Rejection: The City reserves the right to accept or reject any or all responses to this RFP and to enter into discussions and/or negotiations with one or more qualified

Respondents at the same time, if such action is in the best interest of the City of Dawsonville. Further, the City of Dawsonville may consider alternatives, waive any informalities or irregularities, and re-solicit proposals. The City shall have the right, in its sole and absolute discretion, to select the proposal that the City determines to best meet its needs and interests. The City reserves the right to accept or reject any or all proposals, to solicit additional proposals to amend or revise proposals, or to correct or amend specifications. The City also reserves the right answer questions, clarify and/or amend this RFP at any time. Note: All potential responders should advise the City of their interest (via the email address in the above paragraph) and provide their preferred email address to receive any answers to questions and/or amendments to the RFP.

B. Term of Engagement

A one year contract is contemplated with the option to renew for up to two (2) subsequent fiscal years, subject to the annual review and recommendation of the Audit Selection Committee, the satisfactory negotiation of terms (including a price acceptable to both the City of Dawsonville and the selected firm), the concurrence of the City Council and the annual availability of an appropriation.

II. NATURE OF SERVICES REQUIRED

A. General

The City of Dawsonville is soliciting the services of qualified firms of certified public accountants to audit its financial statements as well as statements of the Dawsonville Downtown Development Authority and all general, special revenue, permanent, capital projects, and enterprise funds for the fiscal year ending June 30, 2019, with the option to audit the City of Dawsonville's financial statements for each subsequent fiscal year. The audits are to be performed in accordance with the provisions contained in this request for proposals, all applicable state and federal laws and regulations and all applicable accounting standards including GASB as the same may be amended from time to time.

B. Scope of Work to be performed

The City of Dawsonville desires the auditor to express an opinion on the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles. The City of Dawsonville also desires the auditor to be familiar with and prepared to advise City staff on how best to implement both current and proposed Governmental Accounting Standards Board (GASB) statements. In addition, the auditor is also expected to provide informal advice and consultation throughout the year on matters relating to accounting and financial reporting.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the GASB as mandated by generally accepted auditing standards. The selected firm shall also assist the City and related authorities in the preparation of its final financial statements and other duties as required.

Should circumstances arise during the audit that require significant additional work to be performed in excess of the amounts set forth in the contract, additional costs shall be negotiated prior to commencement of the work and an amendment to the contract will be submitted for approval by the City Council.

A formal presentation of the report by the auditor to the Mayor and City Council will be required.

C. Auditing Standards to be followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with the following:

1. OMB Uniform Guidance, Audits of States, Local Governments and Non-Profit Organizations.
2. Generally Accepted Auditing Standards, Developed by the American Institute of Certified Public Accountants (AICPA).
3. Government Auditing Standards, United States Government Accountability Office, developed by the Comptroller General of the United States. (July 2011).
4. Audits of State and Local Governmental Units, AICPA Audit and Accounting guide prepared by the AICPA.
5. The Single Audit Act of 1984 and the Single Audit Act Amendments of 1996
6. Any amendments and/or revisions to the above mentioned standards, administrative requirements or new pronouncements by authoritative bodies shall be implemented accordingly.
7. Applicable requirements of audits for local government in the Official Code of Georgia Annotated, regulations of the Georgia Department of Audits, and applicable requirements of federal and state grantor agencies.

D. Reports to be issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
2. A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.

3. A report on compliance with applicable laws and regulations.
4. An “in-relation-to” report on the schedule of federal financial assistance.
5. A report on the internal control structure used in administering federal financial assistance programs (this report may be combined with report number 2).
6. A report on compliance with specific requirements applicable to major federal financial assistance programs.
7. A report on compliance with specific requirements applicable to non-major federal financial assistance programs (this report may be combined with report number 6).
8. A report for Single Audit requirements of Federal Grants awarded, if required.
9. A report on compliance with general requirements for both major and non-major federal financial assistance programs.
10. Compile any financial or accounting information for special projects.
11. Make all adjusting entries and closing balances for FY audited on or before December 31
12. Ensure that the City meets all Federal and State filing requirements
13. DCA Report of Local Government Finance.

The auditor shall communicate in a letter to management any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization’s ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report.

Non-reportable conditions that are also material weaknesses shall be identified as such in the report.

The reports on compliance shall include all instances of noncompliance.

Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the City Manager of Dawsonville

E. Special Considerations

1. If the City of Dawsonville prepares one or more official statements in connection with the sale of debt securities, which will contain the general purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any other required documents.
2. The Schedule of Expenditures of Federal Awards and related auditor's report, as well as the reports on compliance and internal controls are not to be included in the comprehensive annual financial report but are to be issued separately.
3. The audit firm is expected to be available for consultation periodically during the year to agree upon accounting treatment and to provide advice relative to accounting questions that come up during the year.
 - a. Keep oversight on all City accounting procedures as needed
 - b. Set up accounting guidelines for City to follow as needed
 - c. Be available to answer questions by phone without charge
 - d. Assist in other matters as required
4. The audit firm is expected to be proficient in its understanding of GASB. The City of Dawsonville may require the auditor's assistance with implementing and complying with any requirements mandated by GASB.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of Dawsonville of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

City of Dawsonville
U.S. General Accounting Office (GAO)
State of Georgia Department of Audits

Auditors of entities of which the City of Dawsonville is a sub-recipient of grant funds, including the appropriate agency, or parties designated by the federal or state governments or by the City of Dawsonville as part of an audit quality review process.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. DESCRIPTION OF THE GOVERNMENT

A. Name of contact person.

The auditor's principal contact with the City of Dawsonville will be Hayden Wiggins, City Finance Administrator whose email is financeadministrator@dawsonville-ga.gov, who will coordinate the assistance to be provided by the City of Dawsonville to the auditor.

B. Background Information

The City of Dawsonville, the county seat of Dawson County, is located in the foothills of the Northeast Georgia Mountains, approximately 50 miles northeast of Atlanta, along Georgia Highway 400. The governing body of the Mayor and City Council consists of 5 local elected officials. Administrative offices are located at 415 Hwy 53 Suite 100, Dawsonville, GA 30534. The City services provided include garbage, water, sewer, administrative, street, cemetery, economic development as well as planning and development.

The City of Dawsonville has a total payroll of approximately \$696,293 covering approximately 23 employees.

The City of Dawsonville is organized into six funds and seven departments.

The accounting and financial reporting functions of the City of Dawsonville are centralized.

During the fiscal year ending June 30, 2019, the City of Dawsonville has received financial assistance from state and federal agencies.

The City of Dawsonville does participate in joint ventures with other governments.

The City of Dawsonville has a computerized financial system (MCSJ).

More detailed information on the government and its finances can be found in the City's audited financial statements for year end June 30, 2018 which is available online at www.dawsonville-ga.gov.

IV. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are due to be submitted:

Due date for proposals	May 3, 2019
Recommendation to City Council	May 20, 2019

B. Date Audit May Commence

The City of Dawsonville will have all records ready for audit and all management personnel available to meet with the firm's personnel at a mutually agreeable date that meets the needs of the audit firm.

- C. Schedule for the 2019 Fiscal Year Audit (A similar time schedule will be developed for audits of future fiscal years if the City of Dawsonville exercises its option for additional audits).

The auditor should complete each of the following no later than the dates indicated:

1. Fieldwork – The auditor shall complete all fieldwork by November 15, 2019.
2. Draft Reports – The auditor shall have drafts of the audit reports and recommendations to management available for review by November 27, 2019
3. Final Report and Presentation – The auditor shall present the final audit report and recommendations to the Mayor and Council at their meeting on December 2, 2019.

- D. Entrance Conferences, Progress Reporting and Exit Conferences (A similar time schedule will be developed for audits of future fiscal years if the City of Dawsonville exercises its option for additional audits).

At a minimum, the following conferences should be held by the dates indicated on the schedule:

1. Entrance conference with Finance Director and staff

The purpose of this meeting will be to discuss the audit plan and audit calendar, prior audit problems and the interim work to be performed. This meeting will also be used to establish overall liaison for the audit and to make arrangements for workspace and other needs of the auditor.

2. Progress reporting and exit conferences with Finance Administrator, City Manager, and staff

Progress reporting and exit conferences shall be conducted as major milestones or significant events occur during the course of the audit. It shall be the prime responsibility of the audit firm to assure timely communication of any events, which would have an impact on the performance or timeliness of the audit. An exit conference shall be held to summarize the results of the fieldwork and to review significant findings.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Clerical Assistance

The City Manager's responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the auditor. Information Technologies staff will also be available to provide systems documentation and explanations.

B. Work Area, Telephones, Photocopying, Fax Machines and Internet Access

The City of Dawsonville will provide the auditor with reasonable workspace, desks, and chairs. The auditor will also be provided with access to telephone lines, photocopying facilities, internet access and Fax machines as needed to facilitate completion of the engagement.

C. Report Preparation

Report preparation, editing and printing shall be the responsibility of the auditor.

VI. PROPOSAL REQUIREMENTS

A. General Requirements

1. An original Qualifications Statement and three copies to include the following:

a. Title Page

Title page showing the request for proposals subject; the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

b. Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes it to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for 90 days. The Statement should follow the order set forth in Section (VI)(B) of this request for proposals.

c. Price

Proposal as set forth in Section (VI)(C) of this request for proposals.

d. Proposals

Proposers should send the completed proposal consisting of the Qualifications Statement and Price Proposal in one, sealed envelope to the following address:

Bob Bolz, City Manager
415 Hwy 53 #100
Dawsonville, GA 30534

B. Qualifications Statement

1. General Requirements

The purpose of the Qualifications Statement is to demonstrate the qualifications, competence and capacities of the firms seeking to undertake an independent audit of the City of Dawsonville in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Qualifications Statement should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

The Qualifications Statement should address all the points outlined in the request for proposals (excluding any cost information which should only be included in the dollar cost bid). The Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects, items Numbers 2 through 10, must be included. They represent the criteria against which the proposal will be evaluated.

2. Independence

The firm should provide an affirmative statement that it is independent of the City of Dawsonville as currently defined by generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards.

The firm also should provide an affirmative statement that it is independent of all of the component units of the City of Dawsonville as defined by those same standards.

3. License to Practice in Georgia

An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in Georgia.

4. Firm Qualifications and Experience

The proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to

be performed, the number and nature/level of the professional staff to be employed in this engagement on a full-time basis and the number and nature/level of the staff to be so employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve, as the principal auditor should be noted, if applicable.

The firm is also required to submit a copy of the report on its most recent external quality control review with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three years with state regulatory bodies or professional organizations.

5. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is licensed to practice as a certified public accountant in Georgia. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three years and membership in professional organizations relevant to the performance of this audit. Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of Dawsonville. However, in either case, the City of Dawsonville retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the City of Dawsonville, which retains the right to approve or reject replacements. Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

6. Prior Engagements with the City of Dawsonville

List separately all engagements within the last five years, ranked on the basis of total staff hours, for the City of Dawsonville by type of engagement (i.e., audit, management advisory services, other).

7. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum 5) performed in the last five years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

8. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section (II) of this request for proposal. In developing the work plan, reference should be made to such sources of information as the City of Dawsonville's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

9. Disclosure

Please provide the name and the official position of any City of Dawsonville elected official to whom a contribution has been made in the past two years. Please list any family member that is currently employed by the City of Dawsonville. Please list any family member that is an elected official for the City of Dawsonville.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement

NO DOLLARS SHOULD BE INCLUDED IN THE QUALIFICATIONS STATEMENT. PRICE SHEET SHOULD BE INCLUDED IN A SEPARATE ENVELOPE

- c. Sample size and the extent to which statistical sampling is to be used in the engagement
- d. Type and extent of analytical procedures to be used in the engagement

- e. Approach to be taken to gain and document an understanding of the City of Dawsonville's internal control structure
- f. Approach to be taken in determining laws and regulations that will be subject to audit test work
- g. Approach to be taken in drawing audit samples for purposes of tests of compliance.

10. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City of Dawsonville.

11. Report Format

The proposal should include sample formats for required reports.

C. Price Proposal (Include in a separate envelope)

1. Total All-Inclusive Maximum Price

The dollar cost bid should contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The City of Dawsonville will not be responsible for expenses incurred in preparing and submitting the Qualifications Statement or the dollar cost bid. Such costs should not be included in the proposal.

The first page of the dollar cost bid should include the following information:

- a. Name of Firm
 - b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City of Dawsonville.
 - c. A total all-inclusive maximum price for the 2019 engagement.
2. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours anticipated for each

The second page of the dollar cost bid should include a schedule of professional fees and expenses that supports the total all-inclusive maximum price. Please set forth the hourly rate for any special services described in Section (I)(E)(3), not included in the all-inclusive maximum price.

3. Out-of-pocket Expenses

Included in the Total All-inclusive Maximum Price and Reimbursement Rates Out-of-pocket expenses for firm personnel (e.g., travel, lodging, and subsistence) will be reimbursed at the rates used by the City of Dawsonville for its employees. An estimate of out-of-pocket expenses to be reimbursed should be presented on the same page as the dollar cost bid. All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

4. Rates for Additional Professional Services

If it should become necessary for City of Dawsonville to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City of Dawsonville and the firm. Any such additional work agreed to between the City of Dawsonville and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost bid.

5. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost bid proposal. Interim billing shall cover a period of not less than a calendar month.

VII. EVALUATION PROCEDURES

A. Audit Committee and Proposal Evaluation

Proposals submitted will be evaluated by an Audit Selection Committee consisting of: City Manager, Finance Director, and other persons selected by the Mayor and Council. The City of Dawsonville reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

B. Evaluation Criteria Proposals will be evaluated using three sets of criteria.

Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria, which will be considered during the evaluation process.

1. Mandatory Elements

- a. The audit firm is independent and licensed to practice in Georgia
- b. The firm has no conflict of interest with regard to any other work performed by the firm for the City of Dawsonville
- c. The firm adheres and conforms to the instructions in this request for proposal on preparing and submitting the proposal
- d. The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.

2. Technical Qualifications

a. Expertise and Experience

- i. The firm's past experience, performance, and demonstrated competence on comparable government engagements
- ii. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation

b. Audit Approach

- i. Adequacy of proposed staffing plan for various segments of the engagement
- ii. Adequacy of sampling techniques
- iii. Adequacy of analytical procedures

3. Price:

COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF AN AUDIT FIRM BUT WILL BE IMPORTANT.

C. Oral Presentations

During the evaluation process, the Audit Committee may, at its discretion, request any one or all firms to make oral presentations or be interviewed by phone or email. Such presentations will provide firms with an opportunity to answer any questions the Audit Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

D. Final Selection

The Audit Selection Committee will make a recommendation to the City Council. It is anticipated that a recommendation to the City Council will be made by May 20, 2019.

The City Council will make the final selection of an auditing firm.

E. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal.

The City of Dawsonville reserves the right without prejudice to reject any or all proposals.



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7h

SUBJECT: APPROVE CONSTRUCTION MANAGEMENT RFQ

CITY COUNCIL MEETING DATE: 02/04/2019

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO APPROVE THE RFQ FOR CONSTRUCTION MANAGEMENT SERVICES

HISTORY/ FACTS / ISSUES:

- **REQUEST TO DEVELOP AN RFQ FOR CONSTRUCTION MANAGEMENT SERVICES TO OVERSEE CITY PROJECTS**
 - **COUNCIL APPROVED COUNCILMEMBER PHILLIPS ON 01.22.2019 TO BE A LIASION BETWEEN COUNCIL AND STAFF FOR THE PURPOSE OF SELECTING A VENDOR**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

**CITY OF DAWSONVILLE
CONSTRUCTION MANAGEMENT SERVICES
REQUEST FOR QUALIFICATIONS**

I. INTRODUCTION

A. General Information

The City of Dawsonville is soliciting the services of qualified Construction Manager to manage and represent the City throughout the phases of the all the projects included in the City's SPLOST VI, including the design, construction, renovation, and building acceptance phases of the projects to ensure all phases of the projects, and all elements of the work, meet the required quality design standards and construction schedule.

There is no express or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing a statement of qualifications in response to this request.

To be considered, the proposer shall submit a statement of qualifications in a sealed envelope to Bob Bolz, City Manager at 415 Hwy 53 #100, Dawsonville, GA 30534 by 4:00 p.m. on March 8, 2019.

Statements of qualifications submitted will be evaluated by a Construction Management Selection Committee consisting of the City Manager and other persons as appointed by the Mayor.

During the evaluation process, the Construction Management Selection Committee and the City of Dawsonville reserves the right, where it may serve the City of Dawsonville's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City of Dawsonville or the Committee, firms submitting Statements of qualifications may be requested to make oral presentations as part of the evaluation process.

The City of Dawsonville reserves the right to retain all statements of qualifications submitted and to use any ideas in a statement of qualification regardless of whether that statement of qualification is selected. Submission of a statement of qualification indicates acceptance by the firm of the conditions contained in this request for qualifications, unless clearly and specifically noted in the statement of qualification submitted and confirmed in the contract between the City of Dawsonville and the firm selected. All statements of qualifications are deemed public records and must be released to the public upon request, less any portions excluded by law. Any questions should be directed to Beverly Bannister, City Clerk at clerk@dawsonville-ga.gov.

The final deadline for submission of substantive questions is 4:00 p.m., March 4, 2019. All questions should be conveyed by email only to Bob Bolz, City Manager at citymanager@dawsonville-ga.gov.

Right of Rejection: The City reserves the right to accept or reject any or all responses to this RFP and to enter into discussions and/or negotiations with one or more qualified Respondents at the same time, if such action is in the best interest of the City of Dawsonville. Further, the City of Dawsonville may consider alternatives, waive any informalities or irregularities, and re-solicit statement of qualifications. The City shall have the right, in its sole and absolute discretion, to select the firm that the City determines to best meet its needs and interests. The City reserves the right to accept or reject any or all statement of qualifications, to solicit additional statements of qualifications to amend or revise statements of qualifications, or to correct or amend specifications. The City also reserves the right answer questions, clarify and/or amend this RFP at any time. Note: All potential responders should advise the City of their interest (via the email address in the above paragraph) and provide their preferred email address to receive any answers to questions and/or amendments to the RFP.

II. DESCRIPTION OF SERVICES REQUIRED

The City of Dawsonville is soliciting the services of qualified Construction Manager to manage and represent the City throughout the phases of the all the projects included in the City's SPLOST VI, including the design, construction, renovation, and building acceptance phases of the projects to ensure all phases of the projects, and all elements of the work, meet the required quality design standards and construction schedule. The successful construction manager will provide the resources and expertise necessary to understand and be responsible for a broad spectrum of services related to the projects. The successful construction manager will be well versed in government regulations, building codes, and the use, selection and availability of construction materials, as well as have RFP/RFQ experience. The construction manager will have extensive experience in a leadership position utilizing the integrated services of architects, engineers, construction managers, and project managers. The construction manager will be able to review the monthly payment requests for accuracy.

The successful construction manager will be paid 3% of the total project cost, with the potential for completion incentives for timely completion of projects prior to the project deadline.

A one year contract is contemplated with the option to renew for up to two additional one year terms, subject to the annual review and recommendation of the Construction Management Committee, the satisfactory negotiation of terms, the concurrence of the City Council and the annual availability of an appropriation.

III. MINIMUM QUALIFICATIONS

The City of Dawsonville is seeking a construction manager that has completed similar projects of similar size, scope, and condition as the project included in the City's SPLOST VI. In addition, the successful construction manager should have:

1. Professional knowledge and expertise regarding facility design, construction, and utilization.

2. Proficiency in independent cost development, independent review, tracking, analysis of costing activity of design professionals and construction firm.
3. Ability to interact in a positive and supportive manner with key City staff.
4. Ability to coordinate multiple construction and administrative activities.
5. Ability to communicate effectively with Mayor and the City Council and provide monthly status updates.
6. Ability to manage a budget and keep the City well informed of the progress of the projects through all phases.
7. Ability to issue RFP's/RFQ's for the design and construction of all SPLOST VI projects.

Proposers shall submit reference information on completed projects that meet the minimum qualifications. Projects should be of a similar type. For each reference, the proposer shall provide the following information:

1. Description of the project.
2. Contact name of a person able to answer any customer satisfaction questions.
3. Contact information for person listed in response to number 2 above.
4. Size of the project (square feet and dollar amount).
5. Duration of the project

IV. TIME REQUIREMENTS

A. Statement of Qualifications Calendar

The following is a list of key dates up to and including the date statements of qualifications are due:

Due date for statements of qualifications	March 8, 2019
Recommendation to City Council	March 18, 2019

The City of Dawsonville may conduct interviews with proposers

B. Date Construction Management Services May Commence

Construction Management services may commence immediately upon approval by the Mayor and City Council.

V. STATEMENTS OF QUALIFICATIONS REQUIREMENTS

A. General Requirements

1. Inquiries concerning the request for qualifications and the subject of the request for qualifications must be made to the following party by email:

Bob Bolz, City Manager citymanager@dawsonville-ga.gov

2. Statements of Qualifications must be received by 4:00 pm on March 8, 2019 to be considered, and should include the following:

- a. Title Page

Title page showing the request for qualifications subject; the firm's name; the name, address and telephone number of the contact person; and the date of the statement of qualification.

- b. Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes it to be best qualified to perform the engagement and a statement that the statement of qualification is a firm and irrevocable offer for 90 days.

- c. Price

The successful construction manager will be paid 3% of the total project cost, with the potential for completion incentives for timely completion of projects prior to the project deadline. Proposers should not address price in their statement of qualification.

- d. Qualification Statement

As described below.

3. Proposers should send the completed statement of qualifications in one, sealed envelope to the following address:

Bob Bolz, City Manager
415 Hwy 53 #100
Dawsonville, GA 30534

B. Qualifications Statement

The substance of statement of qualifications will carry more weight than their form or manner of presentation. The Qualifications Statement should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement.

The Qualifications Statement should address all the points outlined in the request for qualifications. The Statement of qualification should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for qualifications. While additional data may be presented, the subjects outlined in this Request for Qualifications must be included. They represent the criteria against which the statement of qualification will be evaluated.

List separately all engagements within the last five years, ranked on the basis of total staff hours, for the City of Dawsonville by type of engagement. Indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

For the firm's office that will be assigned responsibility for the projects, list the most significant engagements (maximum 5) performed in the last five years that are similar to the engagement described in this request for qualifications. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

Please provide the name and the official position of any City of Dawsonville elected official to whom a contribution has been made in the past two years. Please list any family member that is currently employed by the City of Dawsonville. Please list any family member that is an elected official for the City of Dawsonville.

VI. EVALUATION PROCEDURES

A. Construction Management Committee and Statement of qualification Evaluation

Statement of qualifications submitted will be evaluated by a Construction Management Selection Committee consisting of: City Manager, Finance Director, and other persons selected by the City Manager. The City of Dawsonville reserves the right to retain all statements of qualifications submitted and use any idea in a statement of qualification regardless of whether that statement of qualification is selected.

B. Evaluation Criteria Statement of qualifications will be evaluated using three sets of criteria.

Firms meeting the mandatory criteria will have their statement of qualifications evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria, which will be considered during the evaluation process.

1. Mandatory Elements

- a. The firm has no conflict of interest with regard to any other work performed by the firm for the City of Dawsonville
- b. The firm adheres and conforms to the instructions in this request for qualification on preparing and submitting the statement of qualification

2. Technical Qualifications

a. Expertise and Experience

- i. The firm's past experience, performance, and demonstrated competence on comparable government engagements
- ii. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation

3. Price:

The successful construction manager will be paid 3% of the total project cost, with the potential for completion incentives for timely completion of projects prior to the project deadline. Proposers should not address price in their statement of qualification.

C. Oral Presentations/Interview

During the evaluation process, the Construction Management Selection Committee may, at its discretion, request any one or all firms to make oral presentations or be interviewed by phone or email. Such presentations will provide firms with an opportunity to answer any questions the Committee may have on a firm's statement of qualification. Not all firms may be asked to make such oral presentations.

D. Final Selection

The Construction Management Selection Committee will make a recommendation to the City Council. It is anticipated that a recommendation to the City Council will be made by March 18, 2019.

The City Council will make the final selection of a Construction Manager.

E. Right to Reject Statement of qualifications

Submission of a statement of qualification indicates acceptance by the firm of the conditions contained in this request for qualification unless clearly and specifically noted in the statement of qualification submitted and confirmed in the contract between the City of Dawsonville and the firm selected.

The City of Dawsonville reserves the right without prejudice to reject any or all statements of qualifications.



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7i

SUBJECT: APPROVE STORMWATER FACILITY MAINTENANCE AGREEMENT

CITY COUNCIL MEETING DATE: 02/04/2019

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO APPROVE THE STORMWATER FACILITY MAINTENANCE AGREEMENT

HISTORY/ FACTS / ISSUES:

- **ANX/ZA C8-00210 (TURNER PROPERTY) APPROVED ON 12.03.2018 CONTINGENT UPON A MUTUAL AGREEMENT TO DEVELOP A STORMWATER DETENTION FACILITY CITY PROPERTY AND LANDOWNER'S PROPERTY**
 - **AGREEMENT JOINTLY DRAFTED AND APPROVED BY THE CITY ATTORNEY AND THE LANDOWNER'S ATTORNEY**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Dana Miles, City Attorney

**STORMWATER
FACILITY
MAINTENANCE
AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between _____, LLC (hereinafter called the "**Landowner**") as party of the first part, and the City of Dawsonville, Georgia, a political subdivision of the STATE OF GEORGIA, (hereinafter called the "**City**") of the second part;

WITNESSETH:

WHEREAS, the undersigned Landowner is the owner of that certain real property lying and being in the Land Lot/District, identified as [Tax Map/Parcel Identification Number] and being more particularly described by deed as recorded in the land records of Dawson County, Georgia, Deed Book ____ Page ____, hereinafter called the "Landowner Property," and the City is the owner of that certain real property lying and being in the Land Lot/District, identified as [Tax Map/Parcel Identification Number] and being more particularly described by deed as recorded in the land records of Dawson County, Georgia, Deed Book ____ Page ____, hereinafter called the "City Property"; and

WHEREAS, both parties to this Agreement desire to build on and develop a stormwater detention facility on both of the parcels comprising the Landowner Property and the City Property (the "Facilities"); and

WHEREAS, the **City** and the **Landowner** (and Landowner's successors and assigns, including any homeowners association), agree that the health, safety, and welfare of the residents of the City of Dawsonville, Georgia, requires that on-site stormwater management facilities be constructed and maintained on the Landowner Property and the City Property; and

WHEREAS, the **City** and the **Landowner** (and Landowner's successors and assigns, including any homeowners association), agree that cooperative development of the Facilities would be in the respective best interests of the City and the Landowner; and

WHEREAS, the parties have agreed that Landowner will promulgate a plan and design by a competent and licensed design professional (the "Plan") for the Facilities which shall be submitted to the City for review and approval in accordance with the City's currently established review and approval procedures.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Facilities shall be designed and constructed by the Landowner, in accordance with the plans and specifications identified in the Plan, at the cost of the Landowner. The City agrees to waive its normal review, permitting and inspection fees which would

otherwise be charged to Landowner.

2. During construction and at the conclusion of the construction of the Facilities, the City shall cause the Facilities to be inspected for compliance with applicable laws, ordinances, and regulations and upon successful construction and final inspection of the Facilities, approve the Facilities for the use of Landowner and the City.
3. Subsequent to such final inspection and approval by the City, the City shall assume responsibility for the perpetual maintenance and operation of the Facilities and shall at all times adequately maintain the Facilities in accordance with all applicable laws, ordinances and regulations. Such maintenance obligation shall include the obligation to properly maintain all pipes, channels or other conveyances located within the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater within the Facilities. Adequate maintenance is herein defined as keeping the Facilities and all components thereof in good working condition so that these Facilities continue to perform their design functions and in compliance with applicable laws, ordinances and regulations. The City shall at its cost and expense maintain all catch basins, pipes, conveyances and storm drains from its property that convey stormwater from the City Property to the Facilities. The Landowner (and Landowner's successors and assigns, including any homeowners association) shall at its cost and expense maintain all catch basins, pipes, conveyances and storm drains from its property that convey stormwater from the Landowner Property to the Facilities.
4. The City shall inspect the Facilities at least annually and provide Landowner (and Landowner's successors and assigns, including any homeowners association) with a copy of any report(s) generated as a consequence of such inspections (the "Inspection Report"). The purpose of the inspection is to assure safe and proper functioning of the Facilities. The inspection shall cover the entire Facilities including embankments, berms, inlet and outlet structures, pond areas, access roads, etc. Deficiencies and any required operation cost, repair or maintenance done by the City shall be noted in the inspection report along with the costs incurred by the City for said operations, repairs or maintenance of the Facilities (the "M & O Costs"). The Landowner (and Landowner's successors and assigns, including any homeowners association) shall be responsible for paying one-half of the M & O Costs and shall reimburse the City by paying said amount in full within thirty (30) days of the date of the Inspection Report. Failure of the Landowner (and Landowner's successors and assigns, including any homeowners association) to timely reimburse the City shall constitute a default entitling the City to all remedies at law including, but not limited to, termination of this Agreement.
5. The Landowner hereby grants to the City, its authorized agents and employees, a non-exclusive perpetual easement for the use of the Facilities as well as a right of ingress and egress over, across, under and through the Landowner Property for the purpose of use of the Facilities as well as the operation, maintenance and inspection of the Facilities.

6. Subject to the right of termination for non-payment set forth in paragraph 4 hereinabove, the City hereby grants to the Landowner, and Landowner's successors and assigns, including any homeowners association, a non-exclusive perpetual easement for the use of the Facilities as well as a right of ingress and egress over, across, under and through the City Property for the purpose of implementing the use of the Facilities.

7. The City shall perform all work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the City shall comply with such schedule.

8. This Agreement shall be recorded among the deed records of Dawson County, Georgia, and shall constitute a covenant running with the land of the Landowner and the City (respectively as to the Landowner Property and the City Property), and shall be binding on the Landowner and the City, their administrators, officers, executors, assigns, heirs and any other successors in interests, including any homeowners association.

IN WITNESS THEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered:

(Company/Corporation/Partnership Name) [SEAL]

 Name: _____
 Title: _____

The foregoing Agreement was
 acknowledged before me this ____ day
 of _____, 20_____, by:

 Unofficial Witness

 Notary Public

The City of Dawsonville, Georgia
A political subdivision of the State of Georgia
 [SEAL]

By: (Name and Title)

The foregoing Agreement was
acknowledged before me this ___ day
of _____, 20_____, by:

Unofficial Witness

Notary Public



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7j

SUBJECT: TABLE PARKING PROJECT AT CITY HALL

CITY COUNCIL MEETING DATE: 02/04/2019

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO TABLE THE PARKING PROJECT AT CITY HALL UNTIL FURTHER NOTICE; WAITING TO RECEIVE FURTHER DOCUMENTATION ON COST

HISTORY/ FACTS / ISSUES:

- **TABLED AT THE 01/22/2019 MEETING TO 02/04/2019**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 8

SUBJECT: CHARTER AMENDMENT ORDINANCE

CITY COUNCIL MEETING DATE: 02/04/2019

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO HOLD A PUBLIC HEARING, HAVE THE THIRD READING OF THE CHARTER AMENDMENT ORDINANCE AND VOTE

An Ordinance To Amend The Charter Of The City Of Dawsonville So As To Amend Article II Through VI Of The City Charter So As To Provide Consistency Concerning District Posts; To Provide A Consistent Oath Of Office; To Establish Provisions Related To Conflict Of Interest And The Ethics Code; To Provide For City Council Regular Meetings And Work Sessions And For Means Of Providing Notice Of The Same; To Increase The Compensation Of The Mayor And City Council Members; To Designate A Codification System; To Clarify The Prohibition On Holding Multiple Offices, The Timing Of The City Council Organizational Meeting And Appointment Of A Mayor Pro Tempore, The Process For Calling Special And Emergency Meetings, Roles Of The City Clerk, City Attorney, City Manager And City Judge; To Clarify Provisions Related To The City Court And Political Activities Of Officers And Employees; To Provide Clarification For Elections And Terms, The Grounds And Procedure For Removal Of An Officer, Franchises And Other Agreements That The City Council May Grant, Utility Service Charges The City Council May Assess And/Or Collect; And For Other Purposes.

Introduction and First Reading: January 7, 2019

Second Reading, Public Hearing and Adoption: January 22, 2019

Third Reading, Public Hearing and Adoption: February 4, 2019

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor

First Reading: Jan. 7, 2019
Second Reading/First Adoption: Jan. 22, 2019
Third Reading/Final Adoption: _____
Publication Dates: Jan. 16, 2019, Jan. 23, 2019, Jan 30, 2019
Filed with Dawson County Clerk of Court (publication version): Jan. 7, 2019
Filed with Dawson County Clerk of Court (adopted version): _____
Filed with Georgia Secretary of State: _____

AN ORDINANCE TO AMEND THE CHARTER OF THE CITY OF DAWSONVILLE SO AS TO AMEND ARTICLE II THROUGH VI OF THE CITY CHARTER SO AS TO PROVIDE CONSISTENCY CONCERNING DISTRICT POSTS; TO PROVIDE A CONSISTENT OATH OF OFFICE; TO ESTABLISH PROVISIONS RELATED TO CONFLICT OF INTEREST AND THE ETHICS CODE; TO PROVIDE FOR CITY COUNCIL REGULAR MEETINGS AND WORK SESSIONS AND FOR MEANS OF PROVIDING NOTICE OF THE SAME; TO INCREASE THE COMPENSATION OF THE MAYOR AND CITY COUNCIL MEMBERS; TO DESIGNATE A CODIFICATION SYSTEM; TO CLARIFY THE PROHIBITION ON HOLDING MULTIPLE OFFICES, THE TIMING OF THE CITY COUNCIL ORGANIZATIONAL MEETING AND APPOINTMENT OF A MAYOR PRO TEMPORE, THE PROCESS FOR CALLING SPECIAL AND EMERGENCY MEETINGS, ROLES OF THE CITY CLERK, CITY ATTORNEY, CITY MANAGER AND CITY JUDGE; TO CLARIFY PROVISIONS RELATED TO THE CITY COURT AND POLITICAL ACTIVITIES OF OFFICERS AND EMPLOYEES; TO PROVIDE CLARIFICATION FOR ELECTIONS AND TERMS, THE GROUNDS AND PROCEDURE FOR REMOVAL OF AN OFFICER, FRANCHISES AND OTHER AGREEMENTS THAT THE CITY COUNCIL MAY GRANT, UTILITY SERVICE CHARGES THE CITY COUNCIL MAY ASSESS AND/OR COLLECT; AND FOR OTHER PURPOSES.

WHEREAS, an Act was passed in the Georgia Legislature in April of 1996 providing a new Charter for the City of Dawsonville and for other purposes; and

WHEREAS, the Charter of the City of Dawsonville has not been substantially updated or revised since its passage in the Georgia Legislature in April of 1996; and

WHEREAS, the City of Dawsonville and its general public are best served by an efficient city council and city government; and

WHEREAS, the modernization, clarification, and updating of the City Charter will provide for the efficient administration of government and operation of the city council in the City of Dawsonville; and

WHEREAS, the Mayor and City Council have undertaken a project to substantially update, in the interest of consistency and uniformity, the City Charter and all ordinances of the City of Dawsonville; and

WHEREAS, the City of Dawsonville now desires to amend its City Charter to provide for the modernization, clarification, and updating of its Charter provisions.

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

SECTION 1.

Section 2.10 of Article II of the Charter of the City of Dawsonville is hereby amended by repealing existing section 2.10 in its entirety and replacing it with a new section 2.10 as follows:

Section 2.10. - City council created; composition; number; election.

The legislative authority of the government of this city, except as otherwise specifically provided in this Charter, shall be vested in a city council to be composed of a mayor and four councilmembers. The city council shall be a successor to and continuation of the city governing authority under prior law. The mayor shall be elected at-large and the four councilmembers shall be elected at-large by district post as further provided in article V of this Charter.

SECTION 2.

Section 2.11 of Article II of the Charter of the City of Dawsonville is hereby amended by repealing existing section 2.11 in its entirety and replacing it with a new section 2.11 as follows:

Section 2.11. - Terms and qualifications of office.

The members of the council shall serve for terms of four years and until their respective successors are qualified and elected. The mayor shall serve for a term of four years and until his or her successor is qualified and elected. No person shall be eligible to serve as mayor unless he or she: (1) has been a resident of the city for a period of at least one year immediately prior to the date of election; (2) continues to reside within the city during his or her period of service; (3) is registered and qualified to vote in municipal elections of the City of Dawsonville; and (4) meets any applicable requirements imposed under Article 14, Chapter 2, of the "Georgia Election Code." No person shall be eligible to serve as a council member unless he or she: (1) has been a resident of the city and the applicable district post for a period of at least one year immediately prior to the date of election; (2) continues to reside within the city and applicable district post during his or her period of service; (3) is registered and qualified to vote in municipal elections of the City of Dawsonville; and (4) meets any applicable requirements imposed under Article 14, Chapter 2, of the "Georgia Election Code."

SECTION 3.

Subsection (a) of **Section 2.13** of Article II of the Charter of the City of Dawsonville is hereby amended by repealing existing subsection (a) in its entirety and replacing it with a new section subsection (a) as follows:

(a) Effective January 1, 2020, the compensation of the mayor shall be \$1000.00 per month and the compensation of each council member shall be \$500.00 per month, until such time as the compensation of the mayor and/or council are amended by ordinance adding to or amending the City's Code of Ordinances in accordance with subsection (c). In addition to this monthly compensation, the mayor and council members shall also be paid \$100.00 per individual for each city council meeting and for any other meeting that has been pre-approved for compensation by the council that they attend other than the first regular city council meeting of

the month. In addition to their compensation, the mayor and each council member shall be eligible to receive such benefits as may be permitted by law and approved by the City Council.

SECTION 4.

Sections 2.14 through 2.15 of Article II of the Charter of the City of Dawsonville are hereby amended by repealing existing sections 2.14 through 2.15 in their entirety and replacing them with new sections 2.14 through 2.15 as follows:

Section 2.14. - Holding other offices.

Except as authorized by law, neither the mayor nor any member of the council shall hold any other elected office or municipal employment in the City of Dawsonville during the term for which he or she is elected.

Section 2.15. - Code of Ethics; Conflict of interest.

No elected official, appointed officer, or employee of the city or any commission, authority or agency of the city shall knowingly violate the city's Code of Ethics ordinance or any state law of ethics prohibiting conflicts of interest applicable to the city. A violation shall subject the offender to such penalty as proscribed by the Code of Ethics.

SECTION 5.

Sections 2.19 through 2.23 of Article II of the Charter of the City of Dawsonville are hereby amended by repealing existing sections 2.19 through 2.22 in their entirety and replacing them with new sections 2.19 through 2.22 as follows:

Section 2.19. - Organization meeting.

Following each regular election, the newly elected council shall meet for organization as the last item of business during the last regular meeting in December. The oath of office as set forth in Section 3.16 of the Charter shall be administered to all newly elected officials of the city.

Section 2.20. - Mayor pro tempore.

At the last regular meeting in December, the council shall elect one of its members to serve as mayor pro tempore for the upcoming year who shall discharge the duties and exercise the powers and authority of the mayor in the absence, disability, or disqualification of the mayor and during any vacancy in the office of mayor; provided, that his or her rights and duties as councilmember shall remain unimpaired, including, but not limited to, the right to vote on all matters properly before the council.

Section 2.21. - Regular and special meetings.

(a) The regular monthly meetings and work sessions of the City Council of the City of Dawsonville shall be established by setting and approving a calendar for the subsequent year no later than the last meeting of the City Council in December of the preceding year. In the event that a meeting calendar is not set and approved by the City Council by said December meeting

prior to the coming year, meetings shall be held on the first Monday of each month beginning at 5:30 p.m. at the Dawsonville City Hall.

(b) Special meetings of the council may be held on call of the mayor. In the alternative, a special meeting may be held on the call of the mayor pro tempore and two councilmembers. Notice of such special meetings shall be provided in accordance with section 50-14-1 of the Official Code of Georgia Annotated, or such other applicable state laws as are or may hereafter be enacted. However, at a minimum written notice of a special meeting shall be posted for at least 24 hours prior to the start of the special meeting at city hall. Further, notice of such special meetings shall be served on the mayor and all council members by satisfaction of at least two of the following methods at least 24 hours in advance of the meeting: (1) personally, (2) by telephone personally, (3) by email or other electronic means that evidences an acknowledgement of receipt, or (4) by such notice being left at their residence. Such notice shall not be required if the mayor and all councilmembers are present when the special meeting is called or convened. Such notice of any special meeting may be waived by a councilmember in writing before or after such meeting, and attendance at the meeting shall also constitute a waiver of notice of the meeting and of any business transacted in such councilmember's presence. Only the business stated in the call may be transacted at the special meeting except by unanimous consent of all members present. With such consent, any business which may be transacted in a regular meeting may be conducted at the special meeting.

(c) To meet a public emergency affecting life, health, property, or public peace, the city council may convene for an emergency meeting on call of the mayor or on the call of the mayor pro tempore or on the call of two councilmembers and at such emergency meeting promptly adopt an emergency ordinance, but such ordinance may not levy taxes, grant, renew, or extend a franchise, regulate the rate charged by any public utility for its services, or authorize the borrowing of money except for loans to be repaid within 30 days. Notice as provided in subsection (b) above of an emergency meeting shall be provided as soon as reasonably possible after the call and shall be at least one hour before the meeting. An emergency ordinance shall be introduced in the form prescribed for ordinances generally except that it shall be plainly designated as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms. An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but the affirmative vote of at least two councilmembers shall be required for adoption. It shall become effective upon adoption or at such later time as it may specify. Every emergency ordinance shall automatically stand repealed 30 days following the date upon which it was adopted, but this shall not prevent reenactment of the ordinance in the manner specified in this Section if the emergency still exists. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this Section for adoption of emergency ordinances.

Section 2.22. - Rules of procedure; minutes.

The council shall adopt its rules of procedure by ordinance or resolution and order of business consistent with the provisions of this Charter and shall provide for the keeping of minutes of its proceedings, which shall be a public record.

Section 2.23. - Quorum; voting.

(a) Three councilmembers and the mayor or mayor pro tempore shall constitute a quorum and shall be authorized to transact business of the council. Assuming a quorum is otherwise physically present, the mayor or any councilmember may attend as if present up to two regular or special meetings per year by teleconferencing technology means as provided by state law with the full right to participate and vote on all matters properly before the Council at said meeting. The mayor or a councilmember may participate via teleconferencing technology due to illness or physical absence from the City of Dawsonville. The mayor or councilmember participating via teleconferencing technology shall not count toward the satisfaction of the quorum requirement for a regular or special meeting.

(b) An emergency meeting held pursuant to Section 2.21(c) of the City Charter may be conducted entirely through teleconferencing technology and the mayor and/or councilmembers using such teleconferencing technology to participate may be counted to satisfy the quorum requirement for said meeting, so long as the requirements of section 50-14-1 of the Official Code of Georgia Annotated or such other applicable state laws as are or may hereafter be enacted are satisfied.

(c) Voting on the adoption of ordinances shall be taken by a recorded vote of the council and shall be entered upon the minutes. Any member of the council shall have the right to request a roll-call vote. The affirmative vote of a majority of the council present shall be required for the adoption of any ordinance, resolution, or motion except as otherwise provided in this Charter.

SECTION 6.

Section 2.27 of Article II of the Charter of the City of Dawsonville is hereby amended by repealing existing section 2.27 in its entirety and replacing it with a new section 2.27 as follows:

Section 2.27. - Signing; authenticating; recording; codifying; printing of ordinances.

(a) The city clerk shall authenticate by his or her signature and record in full in a properly indexed book kept for that purpose all ordinances adopted by the council.

(b) Municipal Code Corporation (Municode) is the official codification system for the City of Dawsonville and its Charter and Ordinances, along with all amendments thereto and such codes of technical regulations and other rules and regulations as the city council may specify. This compilation shall be known and cited officially as the "Code of the City of Dawsonville, Georgia." Copies of the code are available for free to the general public and all officers through the publisher Municode on its online platform. This codification shall have the full force and effect of law. The city council shall cause each ordinance and each amendment to this Charter to be published promptly on Municode following its adoption.

SECTION 7.

Sections 3.13 through 3.17 of Article III of the Charter of the City of Dawsonville are hereby amended by repealing existing sections 3.13 through 3.17 in their entirety and replacing them with new sections 3.13 through 3.17 as follows:

Section 3.13. - City clerk.

The council may appoint a city clerk, who may also serve as the city treasurer, with such compensation as shall be determined by the council. The city clerk shall keep the minutes of the proceedings of the city council, maintain in a safe place all records and documents pertaining to the affairs of the city, and perform such other duties as may be required by law or as the council may direct.

Section 3.14. - City manager; appointment; qualifications; compensation.

The city council may appoint a city manager for an indefinite term and fix his or her compensation. The manager shall be appointed on the basis of his or her executive and administrative qualifications. The city manager shall serve at the pleasure of the council. The city manager shall be the chief administrative officer of the government of the City of Dawsonville and shall have such powers and duties as are vested in him or her by ordinance or as otherwise provided by the council.

Section 3.15. - City attorney.

The council may appoint a city attorney and provide for the payment of such attorney for services rendered to the city. The city attorney shall be responsible for representing and/or directing all litigation in which the city is a party; shall attend the meetings of the mayor and/or council as directed; shall advise the council, mayor, and other officers and employees of the city concerning legal aspects of the city's affairs; and shall perform such other duties as may be requested by the mayor, council, or city manager.

Section 3.16. - Oath of officers.

Before a person takes any elected office in the city government, he or she shall take before an officer of the state authorized to administer oaths the following such oath or affirmation:

“I do solemnly swear or affirm that I will faithfully perform the duties of _____ of this city, that I will in all respects observe the provisions of the Charter, the Code of Ethics and ordinances of the City of Dawsonville; and that I will support and defend the Charter thereof, as well as the Constitution of the United States and of the State of Georgia. I am not the holder of any unaccounted for public money due this state or any political subdivision or authority thereof. I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which I by the laws of the State of Georgia am prohibited from holding. I am otherwise qualified to hold said office according to the Constitution and laws of the State of Georgia. I have been a resident of [my district and] the City of Dawsonville for the time required by the Constitution and laws of this state and by the municipal charter. I will perform the duties of my office in the best interest of the City of Dawsonville to the best of my ability without fear, favor, affection, reward, or expectation thereof. So help me God.”

Section 3.17. - Candidacy of employees and appointed officials.

No appointive officer of the city shall continue in such employment upon qualifying as a candidate for election to any public office. No employee of the city shall continue in the employment of the city upon qualifying as a candidate for election to any city, county, or state elected office that is inconsistent, incompatible or in conflict with the duties of the city employee. Such determination shall be made by the mayor and council either upon qualification, upon election or at any time such conflict may arise.

SECTION 8.

Sections 4.1 through 4.8 of Article V of the Charter of the City of Dawsonville are hereby amended by repealing existing sections 4.1 through 4.8 in their entirety and replacing them with new sections 4.10 through 4.14 as follows:

Section 4.10. - Creation of municipal court; name.

There shall be a court created to be known as the “Municipal Court of the City of Dawsonville.”

Section 4.11. - Appointment of judge of the municipal court by mayor and council.

The mayor and council may appoint an individual to serve as judge of the municipal court pursuant to O.C.G.A. § 36-32-2 and delegate to him or her all duties and authority of that office as provided in O.C.G.A. § 36-32-1 *et seq.* In the event of the appointment of a judge of the municipal court as provided in this section, the compensation of such judge shall be as determined by the mayor and council and the judge shall serve a one year term or until his/her replacement is appointed by the mayor and council.

Section 4.12. - Jurisdiction and powers of municipal court.

The municipal court shall have the jurisdiction and powers set forth in O.C.G.A. § 36-32-1 *et seq.*, or such other applicable state laws as are or may hereafter be enacted, and under the ordinances of the City of Dawsonville as amended from time to time.

Section 4.13. - Municipal Court procedures; personnel; punishment for code violations; fees and fines.

The mayor and council may set forth the procedures for convening and/or suspending the Municipal Court, set procedures for staffing the Municipal Court, define punishment for code violations, establish fees and fines, set courtroom procedures, set procedures for appointing indigent defense counsel, and provide for other necessary operational and practical matters of the Municipal Court through the City of Dawsonville’s ordinances as may be amended from time to time.

Section 4.14. - Appeal.

The mayor and council may establish by ordinance procedures for appeal from decisions of the Municipal Court in accordance with state law.

SECTION 9.

Sections 5.10 through 5.16 of Article V of the Charter of the City of Dawsonville are hereby amended by repealing existing sections 5.10 through 5.16 in their entirety and replacing them with new sections 5.10 through 5.15 as follows:

Section 5.10. - Applicability of general law.

All elections and the procedure and requirements for the election of all elected officials of the City of Dawsonville, as to special and general elections, shall be held and conducted in conformity with state law.

Section 5.11. - Regular elections.

- (a) The general municipal election for the city shall be conducted on the Tuesday following the first Monday in November, in the odd numbered years, and on such day biennially thereafter.
- (b) Successors to the mayor and each councilmember shall be elected at the general municipal election immediately preceding the expiration of such terms and shall take office on the first day of January immediately following that election for terms of office of four years each and until their respective successors are qualified and elected. Persons so elected shall take the oath of office as provided in section 3.16 of this Charter.
- (c) The mayor and each council member shall be elected by the electors voting in the entire city at large. The mayor may reside in any district of the city as set forth in subsection (e) below. Each council member must reside in the district as set forth in subsection (e) below that they qualify for both at the time of qualification for that district post and throughout their elected service in that position. Each elector shall be entitled to vote for one candidate for each municipal office which is to be filled at any election. At the general municipal election conducted in 2019 and every four years thereafter, the candidates who receive the highest number of votes cast for the office of mayor and council member posts 1 and 3 shall be the persons elected to those offices. At the general municipal election conducted in 2021 and every four years thereafter, the candidates who receive the highest number of votes cast for council member posts 2 and 4 shall be the persons elected to those offices.
- (d) Political parties shall not conduct primaries for city offices and all names of candidates for city offices shall be listed without party labels.
- (e) There shall be four council member districts of approximately equal populations that shall be created and modified by ordinance as required by this Charter, state and federal law. In drawing district lines to achieve similar populations in each district, the Council shall take into account neighborhoods, roads and other landmarks or land divisions that provide appropriate lines between districts. The four districts shall each be represented by one council member who shall run for and be elected to that district post. The four district posts shall be known as Post 1, Post 2, Post 3 and Post 4. Any candidate for a council member position shall qualify only for the post of the district in which they reside and shall designate the post which the candidate is seeking when qualifying. The designation shall be entered upon the ballot in such manner so that in the ensuing election such candidate shall only oppose the other candidate or candidates, if any, designating the same specific district post.

Section 5.12. - Special elections; vacancies.

In the event of a vacancy in the office of the mayor or council member, the mayor and council shall appoint a qualified person to fill such vacancy until a special election is held as set forth below. If a tie vote by the mayor and council to fill a vacancy is unbroken for 15 days, the mayor, or mayor pro tempore in case of a vacancy in the office of mayor, shall appoint a qualified person to fill the vacancy. Once a vacancy is filled by appointment, a special election shall be called and held to fill the balance of

the unexpired term. Notwithstanding the foregoing, if such vacancy occurs within 180 days prior to a regular election for the vacant office of the mayor or council member, the appointee shall serve until the election, the vacancy shall be filled at the regular election, and in such event, no special election shall be held. Special elections shall be called and held according to the next applicable special election date after a vacancy is created. In all other respects, special elections shall be conducted in accordance with the applicable provisions of this Charter and state law.

Section 5.13. - Rules and regulations for elections.

Except as otherwise provided by this Charter, the city council shall by ordinance prescribe such rules and regulations for elections as it deems appropriate to fulfill any options and duties under state law.

Section 5.14. - Removal of officers.

The mayor or any councilmember shall be subject to removal from office for any one or more of the following causes:

- (1) Incompetence, misfeasance, or malfeasance in office;
- (2) Conviction of a crime involving moral turpitude;
- (3) Failure at any time to possess any of the qualifications of office as provided by this Charter or by law;
- (4) Willful violation of any express prohibition of this Charter or City of Dawsonville ordinances or policies;
- (5) Willful violation of or disregard for their oath of office;
- (6) Abandonment of office or neglect to perform the duties thereof; or
- (7) Failure to perform the duties of office as required by this Charter or by law.

Section 5.15. - Procedure for removal.

(a) Removal of an elected officer from office may be accomplished by one of the following methods:

- (1) By action of two-thirds vote of the entire membership of the council. In the event an elected officer is sought to be removed by the action of the council, such officer shall be entitled to a written notice specifying the ground for removal and to a public hearing which shall be held not less than ten days from the service of such written notice. The city council shall provide by ordinance for the manner in which such hearings shall be held in accordance with due process. Any elected officer sought to be removed from office as provided in this chapter shall have the right to appeal the decision of the council to the Superior Court of Dawson County by writ of certiorari in accordance with state law; or

(2) By an order of the Superior Court of Dawson County following a hearing on a complaint seeking such removal brought by at least three residents of the City of Dawsonville; or

(3) By an order of the Superior Court of Dawson County following a hearing on a complaint seeking such removal brought by the Ethics Board of the City of Dawsonville, as provided for in the City of Dawsonville Code of Ethics.

(b) Once an elected officer has been removed from office pursuant to subsections (a)(1), (a)(2) or (a)(3) above, said individual shall not be eligible to run for any city office in any election for a period of four years from the date of removal. In the event an individual has been removed from office pursuant to subsection (a)(1), (a)(2) or (a)(3) above and said individual appeals the removal, said individual shall only be eligible to run for election to a city office if the individual posts a bond with the Superior Court of Dawson County in an amount equal to the estimated cost to the City of Dawsonville of conducting the election. If the appeal is denied and the removal is affirmed, then the bond amount shall be paid to the city. If the appeal is granted and the removal is reversed, then the bond shall be terminated and of no further force or effect.

SECTION 10.

Sections 6.14 through 6.15 of Article VI of the Charter of the City of Dawsonville are hereby amended by repealing existing sections 6.14 through 6.15 in their entirety and replacing them with new sections 6.14 through 6.15 as follows:

Section 6.14. - Franchises.

The city council shall have the power to grant franchises, contracts, or easements for the use of this city's streets and alleys, for the purposes of railroads, street railways, telephone companies, electric companies, cable television, gas companies, transportation companies, and other similar organizations. The city council shall determine the duration, provisions, terms, whether the same shall be exclusive or nonexclusive, and the consideration for such franchises.

Section 6.15. - Utility charges.

The city council by ordinance shall have the power to assess and collect fees, charges, and tolls for utility services rendered both inside and outside the corporate limits of the city. If unpaid, said utility service charge shall be collected as provided in section 6.18 of this Charter.

SECTION 11.

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

SECTION 12.

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

SO ADOPTED AND ORDAINED by the City Council of Dawsonville, Georgia, this _____ day of _____, 2019.

**MAYOR AND DAWSONVILLE CITY
COUNCIL**

By: _____
Mike Eason, Mayor

Caleb Phillips, Council Member Post 1

Stephen Tolson, Council Member Post 2

Jason Power, Council Member Post 3

Mark French, Council Member Post 4

ATTESTED TO BY:

Beverly Banister, City Clerk



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 9

SUBJECT: GARBAGE SERVICE ORDINANCE AMENDMENT

CITY COUNCIL MEETING DATE(S): 02/04/2019

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST: **SECOND READING AND VOTE**

An Ordinance To Amend The Garbage Services Ordinance Of The City Of Dawsonville So As To Provide For A Method Of Calculating Service Charges; And For Other Purposes. (First Reading: January 22, 2019; Second Reading: February 4, 2019)

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMEND APPROVAL OF ORDINANCE AMENDMENT

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Administration

First Reading: 01/22/2019
Second Reading: 02/04/2019
Passed: _____

AN ORDINANCE TO AMEND THE GARBAGE SERVICES ORDINANCE OF THE CITY OF DAWSONVILLE SO AS TO PROVIDE FOR A METHOD OF CALCULATING SERVICE CHARGES; AND FOR OTHER PURPOSES.

WHEREAS, an ordinance authorizing the City of Dawsonville to charge for garbage collection was adopted on December 5, 2005; and

WHEREAS, the garbage services ordinance has not been substantially updated or revised since it was adopted on December 5, 2005; and

WHEREAS, the service charge associated with garbage collection should more closely align with the City's need to cover the administrative and capital costs associated with providing said service to the citizens of the City of Dawsonville; and

WHEREAS, the Mayor and City Council have undertaken to substantially update, in the interest of consistency and uniformity, all ordinances of the City of Dawsonville; and

WHEREAS, the City of Dawsonville now desires to amend its garbage service ordinance to provide for a new method of calculating service charges.

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

SECTION 1.

Subsection (c)(2) of **Section 14-141** of Chapter 14, Article III of the Code of the City of Dawsonville, Georgia, is hereby amended by repealing existing subsection (c)(2) in its entirety and replacing it with a new subsection (c)(2) as follows:

(c) (2) *Calculation of service charge:* The service charge shall be the baseline referred to in subsection (c)(1) above, plus an additional fee or charge in an amount, to be determined and approved by the City Council annually, to cover the administrative and capital costs incurred by the City in providing such garbage collection services. The total service charge amount (baseline plus administrative/capital cost fee) shall be assessed and collected on a monthly basis from each address for which garbage service is provided pursuant to the terms of this article.

SECTION 2.

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

SECTION 3.

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

SO ADOPTED AND ORDAINED by the City Council of Dawsonville, Georgia, this _____ day of _____, 2019.

**MAYOR AND DAWSONVILLE CITY
COUNCIL**

By: _____
Mike Eason, Mayor

Caleb Phillips, Council Member Post 1

Stephen Tolson, Council Member Post 2

Jason Power, Council Member Post 3

Mark French, Council Member Post 4

ATTESTED TO BY:

Beverly Banister, City Clerk



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 10

SUBJECT: RED OAK SANITATION CONTRACT

CITY COUNCIL MEETING DATE: 02/04/2019

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

REQUEST TO APPROVE CONTRACT FOR SOLID WASTE COLLECTION SERVICE AND INCREASE BID AWARD TO \$12.50

(\$10.50 PER CAN PER MONTH, 1X A WEEK PICK UP AND \$2.00 PER MONTH, PER HOME FOR YARD DEBRIS REMOVAL)

HISTORY/ FACTS / ISSUES:

- **REQUEST MADE BY STUB LUCE, PRESIDENT OF RED OAK SANITATION, FOR CONSIDERATION OF INCREASING HIS COST OF SERVICE BY .50 CENTS PER CAN DUE TO THE IMPACT OF THE CITY'S GARBAGE HAULER LICENSE FEE.**
- **HE MISINTERPRETED THE CITY'S GARBAGE HAULER LICENSE FEE TO BE ONE (1) CUSTOMER, NAMELY THE CITY OF DAWSONVILLE, INSTEAD OF EACH RESIDENTIAL CUSTOMER WHICH WOULD CURRENTLY TOTAL APPROXIMATELY \$5600.00 (\$6.00 ANNUALLY FOR EACH RESIDENTIAL/COMMERCIAL CUSTOMER).**
- **HE DID NOT ACCOUNT FOR THIS COST IN HIS BID PRICING (A TOTAL OF \$12.00):**
 - i. **\$10.00 PER CAN PER MONTH FOR 1X PER WEEK PICK UP**
 - ii. **\$2.00 FOR ONCE PER MONTH YARD DEBRIS REMOVAL**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Hayden Wiggins, Finance Administrator

CONTRACT FOR SOLID WASTE COLLECTION SERVICE

THIS CONTRACT FOR SOLID WASTE COLLECTION SERVICE (this "Agreement") made and entered into effective on the 1st day of January, 2019, by and between the City of Dawsonville, a political subdivision of the State of Georgia, by and through its City Council, hereinafter referred to as "City," and Red Oak Sanitation Inc., a Georgia Corporation, acting by and through its duly authorized officers hereinafter referred to as "Contractor."

WHEREAS, it is necessary for City to promote, preserve and protect the public health of its citizens; and

WHEREAS, the removal of garbage, rubbish and other waste material generated within the City is a valid exercise of City's police power, and

WHEREAS, the granting of an exclusive Contract to a private corporation for the collection and disposal of solid waste is a valid function of City; and

WHEREAS, City and Contractor desire to enter into an agreement, under the terms of which, Contractor shall have an exclusive Contract for a specified period of time for the collection and disposal of all Residential Solid Waste generated within the City, and

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection and disposal services as herein set out, and for the compensation as hereinafter provided; and

WHEREAS, it is the intent of the City that the owner or occupant of every Residential Premises and Commercial Hand-load Customer in the incorporated area of the City shall receive solid waste collection and disposal services provided by Contractor, and

WHEREAS, City agrees to bill and collect the fees from the Residents and Commercial Hand-load Customers for Contractor's solid waste collection services to the City, and the City agrees to pay for such services.

THEREFORE, City and Contractor agree as follows:

1. **DEFINITIONS**

For purposes of this Agreement, the following terms shall be defined as follows:

- 1.1 Brown Goods: Those items of furniture, such as sofas, chairs, tables, carpets and other large items, which cannot reasonably be placed in a residential garbage can or 95-gallon cart.
- 1.2 Cart: A rollout receptacle for Residential Solid Waste with a capacity of not less than 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors.
- 1.3 C & D Materials: Waste materials generated by the construction, remodeling, repair or demolition of residential, commercial or other structures.
- 1.4 Commercial Premises: All non-Residential Premises, public or private, requiring solid waste collection within the incorporated area of the City, including commercial, industrial, institutional, and governmental premises.

- 1.5 Commercial Hand-load Customer: All Commercial Premises utilizing a Cart for the placement of their solid waste for collection by the Contractor.
- 1.6 Commercial Solid Waste: All Garbage, Rubbish and other acceptable waste generated by a Commercial Premises and all C & D Materials, excluding Hazardous Waste.
- 1.7 City: City of Dawsonville, Georgia.
- 1.8 Curbside: The location adjacent to the traveled portion of a publicly owned roadway designated by the Contractor for the placement of Carts and other solid waste for collection.
- 1.9 Agreement: This contract agreement, including exhibits and any amendments thereto, agreed to by the City and the Contractor during the term of the Agreement.
- 1.10 Contractor: Red Oak Sanitation, Inc.
- 1.11 Garbage: Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.
- 1.12 Hazardous Waste: Any solid waste identified or listed as a hazardous waste by any agency of the State of Georgia or the administrator of the U.S. Environmental Protection Agency pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 72 U.S.C. 6901 et seq., as amended, including future amendments thereto.
- 1.13 Residential Premises: A dwelling within the incorporated area of the City occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.
- 1.14 Residential Solid Waste: All Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C & D Materials, Yard Waste, White Goods, Hazardous Waste, or other unacceptable materials.
- 1.15 Rubbish: Non-putrescible solid waste consisting of paper, rags, cardboard, cartons, , , plastics, glass, crockery, metal cans or other such residential waste.
- 1.16 White Goods: Refrigerators, ranges, washers, water heaters, and other similar domestic appliances.
- 1.17 Yard Debris: Leaves, brush, grass clippings; shrubs, tree prunings, and other vegetative materials from the maintenance of yards, lawns and landscaping at Residential Premises.

2. **SCOPE OF WORK**

The work under this Contract shall consist of the work and services to be performed in the collection and disposal of Residential Solid Waste generated in the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work and services in accordance with the terms of this Agreement.

3. **COLLECTION**

3.1 Service Provided.

- (a) Contractor shall collect Garbage and Rubbish from each Residential Premises and Commercial Hand-load Customer one (1) time per week at Curbside. Once per week curbside service shall consist of the one ninety-five (95) gallon cart supplied

by the City, plus extra trash. Extra trash cannot consistently exceed 50 gallons per week, or an additional cart will be required for \$10/month.

- (b) The Contractor shall collect up to four (4) bags or bundles of Yard Debris placed Curbside on the first Monday of each month from the Residential Premises. All yard waste must be cut and bundled in sections no greater than three (3) feet in length. Bundles may be no larger than twelve (12) inches in diameter. Bags, cans, or bundles cannot exceed twenty (20) pounds in weight. Large branches & limbs cannot exceed 3 inches in diameter or 3 feet in length.
- (c) Contractor will not take any construction debris, rock, dirt, sod, mulch, railroad ties, concrete, paint, oil, logs, or trees. Contractor does not offer a tree removal service.
- (d) The day of collection shall be Monday unless otherwise mutually agreed by Contractor and City.
- (e) The occupant of the Residential Premises and Commercial Hand-load Customer shall bag garbage and rubbish, and place only Garbage and Rubbish in the proper container.
- (f) The occupant of the Residential Premises and Commercial Hand-load Customer shall place the container(s) at Curbside by 6:00 AM on the designated collection day. The occupant of the Residential Premises shall place Yard Debris in paper bags designed for Yard Debris at Curbside by 6:00 AM on the designated collection day.
- (g) Contractor shall not be responsible for collection of Garbage and Rubbish not placed in the proper container.
- (h) Contractor shall not be responsible for any container, or Yard Debris, not in the proper location at time of service, which is Curbside.
- (i) Occupants of Residential Premises and Commercial Hand-load Customer may request more special services at a price to be agreed upon by the occupant and Contractor and paid monthly by the occupant directly to contractor via ACH.

3.2 Elderly and Disabled. Contractor shall provide side-door pick-up to elderly or disabled residents as designated by the City who are physically unable to place container at Curbside on pick-up day. In no case will the quantity of persons receiving backyard pick-up exceed two percent (2%) of the total Residential Premises. Contractor shall provide side-door Residential Solid Waste collection service at no additional charge for those residents not physically able to take Carts to Curbside, provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside and the resident provides an affidavit from a physician certifying the physical disability. In no event will side-door or backdoor service be provided at a distance of more than 150 feet from the public roadway. In the event where side-door or backdoor service is provided pursuant to this Section, the occupant shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste in bags, designed to accommodate storage of waste, each bag not to exceed 30 pounds in weight.

3.3 Location of Containers for Collection. The Container and bagged Yard Debris shall be placed at Curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers,

bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container not so placed or any residential or commercial refuse not in a bag.

4. ROUTES AND HOURS OF COLLECTION OPERATION

4.1 Hours of Operation. Collection of Residential Solid Waste shall not start before 6:00 AM nor continue after 7:00 PM on the same day.

4.2 Routes of Collection. Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or day of collection, which approval shall not be unreasonably withheld. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Residential Units.

4.3 Holidays. The following shall be holidays for the purpose of this Contract:

New Years' Day	July 4 th	Thanksgiving Day
Memorial Day	Labor Day	Christmas Day

Contractor may decide to observe any or all of the above mentioned Holidays by suspension of collection service on the holiday, but such decision does not relieve the Contractor of his obligation to provide collection service at least once per week (Monday - Friday) within the Holiday Week. The Contractor will not be allowed Sunday collection during a Holiday Week.

4.4 Complaints. All complaints shall be made directly to the Contractor, and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse not collected within 24 hours after the complaint is received.

4.5 Containers. The Contractor agrees to be back charged for trash containers that require replacement due to the negligence and/or abuse of Contractor's personnel during refuse collection.

4.6 Collection Equipment and Personnel. The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Residential Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

4.7 Office. The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient local service telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. daily on regular collection days.

4.8 Access. The Contractor shall be required to provide collection services to all Residential Premises located on roadways accessible to standard waste collection vehicles. The City shall maintain all publicly-owned roads and bridges in a condition that affords access by Contractor's standard waste collection vehicles. The City shall require occupants of Residential Premises to place Carts and bagged Yard Debris at curbside for collection. The City shall require occupants of Residential Premises not accessible to standard waste collection vehicles to place Carts and bagged Yard Debris at an accessible location on a roadway agreed upon by the occupant and the Contractor. If the City or Contractor determines that, for whatever reason, the occupants of Residential Premise cannot place

the Cart and bagged Yard Debris at curbside adjacent to a publicly owned roadway, then the Contractor will provide the collection service at a location agreed upon by Contractor and the occupant, except as provided in Section 3.2 of this Contract.

5. DISPOSAL

- 5.1 Disposal. All Residential and Commercial Solid Waste collected for disposal by the Contractor shall be disposed of in a fully permitted, Sub-title D Municipal Solid Waste Landfill with tipping fees paid by the Contractor. All Yard Debris collected for disposal by the Contractor shall be disposed of as required by law with tipping fees paid by the Contractor. Should tipping fees at the landfill rise during the contract period, an adjustment to the monthly fee shall be made based on 195 pounds per residential unit per month. An example calculation is shown:

45 lbs. per house/week X 52 weeks/year / 2000 lbs. X New Tip Fee /12

45 lbs. per house/week X 52 weeks/year / 2000 lbs. X Existing Tip Fee / 12 months

The difference between the two figures is the monthly increase per Residential Unit.

Proof of the increase of landfill fees must be provided by the Contractor to the City prior to any disposal increase and only the difference in the amount old and new landfill rates can be increased.

6. COMPENSATION

- 6.1 Rates of Compensation for One (1) Year Rate Period. Contractor shall be paid by the City for solid waste collection, Yard Debris removal, and disposal services provided hereunder at the rate of **\$12.50** per month per address (Residential or Commercial Hand-load) There shall be no charge for services provided to City Hall.
- 6.2 Renewal; Rates of Compensation for Subsequent One (1) Year Rate Periods. Upon the mutual agreement of the City and Contractor, the parties may renew this Agreement for additional terms. Prior to the end of the initial one (1) year term of this Agreement, and at each one (1) year interval thereafter, the City and the Contractor may enter into negotiations to establish, and agree upon, rates of compensation to be paid to Contractor during the next ensuing one (1) year term. The rates shall be based on Contracts' capital, operating, disposal, and management costs projected to be incurred during the next one (1) year term, and a fair and reasonable profit margin thereon. In the event that the City and Contractor are unable to agree on rates to be paid to Contractor during the next one (1) year term by not later than 90 days prior to the end of the then current year term, this Agreement shall terminate pursuant to Section 11 hereof.
- 6.3 Rate Adjustments Due to Significant Changes. The rates set forth in Section 6.1 shall be fixed for the initial one (1) year term of this Agreement, and shall only be adjusted to compensate Contractor for:
- (a) Any change in Governmental laws, ordinances, regulations, assessments, fees or taxes that require Contractor to incur additional costs in the performance of services pursuant to this Agreement (Changes in Law), including changes in disposal fees due to such Changes in Law.
 - (b) Due to the volatility of the oil market. Contractor reserves the right to initiate a monthly fuel/environmental fee to offset oil market changes if diesel reaches or exceeds \$3.50 per gallon. The formula for calculating such fee is \$.10 per customer per month for every \$.25

over \$3.50 per gallon. The fee is only calculated and applied in \$.25 increments, and billed in arrears. This charge helps contractor keep up with the changing costs of fuel and provides the stability needed to continue to maintain the high level of service our clients expect and deserve. Fuel/environmental charges are common in the transportation industry and are charged in the waste industry, trucking and shipping industries, and the national airline carriers. This fuel/environmental charge is not a tax or surcharge imposed by or remitted to any governmental or regulatory agency; it is the contractors charge.

- (1) For example: If fuel raises to \$3.74 per gallon, there is no fee. However, if fuel raises between \$3.75 per gallon and \$3.99 per gallon, the monthly fee will be \$60.00 based upon 600 customers.
- (2) As monthly services are billed in advance, fuel fee is calculated at the end of the month and applied to the next month's invoice.

In the event that any of the above events occur, Contractor shall determine the amount of rate adjustment required to compensate Contractor for the additional, fully justifiable costs and shall petition the City for approval of the rate adjustment, which approval shall not be unreasonably withheld. Contractor agrees to continue solid waste collection and disposal services during any dispute, with the City, if any, until any dispute is resolved and the City and Contractor agree to adjusted rates of compensation.

- 6.4 City to Act as Collector. The City under the base bid shall submit statements and collect from all Residential Units and Commercial Hand-load Premises for services provided by the Contractor pursuant to this Agreement, except for those extra services outlined in Section 3.1 (i).
- 6.5 Delinquent and Closed Accounts. Upon written notice sent by the City, the Contractor shall discontinue refuse collection service at any Residential or Commercial Premises. Upon further written notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day.
- 6.6 Contractor Billings to City. The Contractor shall bill the City on, or before, the first of each month which collection service will be provided, and the City shall issue payment within fifteen (15) days of receipt of said bill.. Such billing and payment shall be based on the total number of Residential and Commercial Hand-load Premises in the incorporated areas of the City and the price rates set forth in Section 6.1. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from the customer for such service.

The same service and rates shall be extended to any areas which may be annexed by the City during the term of the contract, or any new developments within the incorporated limits of the City. City will inform contractor of each and every new home that is added to the route no less than thirty (30) days prior to the first service day.

7. **NON-DISCRIMINATION**

In the performance of the work and services to be performed under the terms hereof, the Contractor covenants and agrees not to discriminate against any person because of race, sex, creed, color, religion or national origin.

8. **INDEMNITY**

The Contractor will indemnify, hold harmless, and defend the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees incidental to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor its officers, agents, servants and employees.

9. **FORCE MAJEURE**

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to riots, war, fire, acts of God (including without limitation flood, hurricane, tornado or storm), compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as "Force Majeure Event"). In addition, the performance required under this Contract does not include the collection or disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, the Contractor will vary routes and schedule as may be deemed necessary. In addition, the City and Contractor shall negotiate the amounts to be paid Contractor for services to be performed as a result of increased volumes resulting from a Force Majeure Event or any other event over which Contractor has no control.

10. **LICENSES AND TAXES**

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by the City and State.

11. **TERM**

The term of this Agreement shall begin on 1st day of January, 2019 and continue for a period of one (1) year. Pursuant to Section 6.2 hereof, the Contractor or the City shall have the right to terminate this Agreement at the end of the one (1) year term or at the end of any renewal one (1) year term.

12. **REPORTS**

Contractor shall provide various reports to the City as may be required from time to time by the City.

13. **INSURANCE**

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage with a combined limit of no less than \$1,000,000. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

14. **COMPLIANCE WITH LAW**

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, including without limitation, ordinances, laws and statutes of the City, state and federal governments. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any applicable law, ordinance, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Contract.

15. **ASSIGNMENT**

Contractor's rights accruing under this Contract may be assigned in whole or in part by the Contractor without the prior written approval or consent of the City. As a condition of such assignment, the assignee shall agree to assume the obligations of Contractor hereunder.

16. **EXCLUSIVE CONTRACT**

The Contractor shall have the sole and exclusive contract to provide solid waste collection and disposal service in the incorporated area of the City of Dawsonville. The City hereby grants and the Contractor hereby accepts the sole and exclusive contract, license and privilege to provide collection and disposal service to all Residential and Commercial Hand-load Premises in the incorporated area of the City of Dawsonville for the initial one (1) year term of this Agreement and all renewal terms thereto. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of solid waste collection and disposal services during the term hereof or any renewal terms.

17. **OWNERSHIP**

Title to the Residential Solid Waste and Yard Debris to be collected under this Contractor shall pass to the Contractor once it is placed in the vehicle under control of the Contractor.

18. **TERMINATION AND ATTORNEY FEES**

18.1 In the event of an alleged material breach of this Contract, the City shall provide written notice of such breach to the Contractor. If within 20 days from receipt of such notice, the Contractor has either failed to correct the condition or reach an agreement with the City on a mutually satisfactory solution, then the City may, within 10 days, require the Contractor to appear before the City Council, at either a regular or specially called meeting, to show cause why the Contract should not be terminated. After such meeting the Council may elect to:

- (i) provide written notice to the Contractor that the Contract will be terminated;
- (ii) extend the time to allow Contractor to cure the breach; or
- (iii) impose sanctions or other remedies without terminating the Contract.

18.2 Costs. In the event that either party is required to take any legal action to enforce the terms and conditions of this Agreement because of the breach of or failure to perform any term or condition by the other party, the breaching party agrees to pay all reasonable costs expended by the other party, including reasonable attorney fees.

19. **MISCELLANEOUS PROVISIONS**

- 19.1 Choice of Law. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of law.
- 19.2 E-verify. Contactor shall execute the E-Verify affidavit attached hereto as Exhibit A.
- 19.3 Entire Agreement. This instrument and the attached exhibit contain the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Agreement may not be amended except by a subsequent modification in writing, signed by the parties hereto or by an ordinance adopted by City modifying the rates to be charged hereunder in accordance with the provisions of Section 6 hereof.
- 19.4 Severability. If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Contract had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.
- 19.5 Captions. The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.
- 19.6 City's Authority. The parties signing this Contract on behalf of the City have been authorized to do so by specific action of the Mayor and City Council of the City of Dawsonville adopted in open meeting and of record in its official minutes.
- 19.7 Notices. All notices under the terms of this Agreement shall be hand delivered, delivered by Certified Mail or delivered by nationally recognized overnight delivery service to the address set forth hereinbelow or at such other future address as may be provided by one to the other.

EXECUTED this _____ day of _____, 2018.

City of Dawsonville, GA
415 Hwy 53 E, Suite 100
Dawsonville, GA 30534

Red Oak Sanitation
2 Ruby Street
Gainesville, GA 30503

By: Mike Eason, Mayor

By: Marlon Luce, President

Witness

Witness

EXHIBIT "A"

Affidavit Pursuant to Georgia Immigration Laws

Note: As a prerequisite to certain interactions with government entities, Georgia Law requires an affidavit regarding the subjects indicated herein.

- 1. I am over the age of 18, of sound mind, and am competent to make this Affidavit.
- 2. Initial all that apply (you may initial more than one):

_____ I execute this Affidavit as an applicant for a Public Benefit. Public Benefits include Retirement Benefits, Health Benefits, Disability Benefits, Business Loans, Business Licenses, Professional Licenses, Certificates authorizing the transaction of regulated businesses, other benefits as referenced and defined in O.C.G.A. Section 50-36-1, and as defined by the Attorney General of the State of Georgia.

_____ I execute this Affidavit as a contractor or subcontractor on a project of the City of Dawsonville, Georgia.

3. I submit this affidavit on behalf of _____ (self or business entity).

4. With respect to my personal presence in the United States, I state as follows:

a. _____ I am a United States citizen. **OR**

b. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act lawfully present in the United States. I have provided my Alien Registration Number or, in the event I do not have an Alien Registration Number, I have provided another identifying number below.*

5. *(For Contractors, and Subcontractors Only)* With respect to efforts to verify the lawful presence of persons employed or engaged by me or the entity on behalf of which I sign this Affidavit, I affirm (a) that I or the entity on behalf of which I submit this affidavit has registered with, is authorized to use, and uses the system known as "E-Verify" to determine immigration status of all employees, contractors or subcontractors, as the case may be; (b) that the pertinent **E-Verify user number and date of authorization** are _____ and _____; (c) that E-Verify will be used to verify the immigration status of all employees and contractors/subcontractors in the future, indefinitely; (d) that I will only enter into subcontracts with individuals or entities who also use E-Verify; and (f) that I will notify the City of Dawsonville, Georgia immediately if there should be any change in the above stated E-Verify usage.

6. In making the above representations under oath, I understand that the City of Dawsonville, Georgia and its employees are relying upon this affidavit, and I hereby authorize them to do so. I am aware that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____, DAY OF _____, 20__.

Print: _____

* _____
Alien Reg. No. or Other Identifying No. for Non-Citizens

Notary Public
My Commission Expires:

***Note:** O.C.G.A. § 50-36-1(f)(1)(B)(ii) requires that aliens under the federal Immigration and Nationality Act, as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. **Qualified aliens that do not have an alien registration number may supply another identifying number.**

OFFICE USE ONLY: Type of Secure and Verifiable Document: _____



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 11

SUBJECT: CALCULATION OF SERVICE CHARGE FOR GARBAGE SERVICES

CITY COUNCIL MEETING DATE: 02/04/2019

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO APPROVE THE SERVICE CHARGE OF \$2.00 FOR GARBAGE SERVICES FOR THE CALENDAR YEAR OF 2019

HISTORY/ FACTS / ISSUES:

INCOME VS. EXPENDITURES HAVE BEEN REVIEWED FOR GARBAGE SERVICES; RECOMMENDED SERVICE CHARGE OF \$2.00 WILL COVER THE CITY'S COST FOR THE YEAR RESULTING IN A MONTHLY CHARGE TO RESIDENTS OF \$14.50.

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Hayden Wiggins, Finance Administrator