

**AGENDA**  
**CITY COUNCIL WORK SESSION AND REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, February 18, 2019**  
**5:30 P.M.**

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1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Approval of the Minutes
8. Employee of the Month Award

**PUBLIC HEARING**

9. **ZA- C9-00004:** Ensite Civil Consulting LLC has requested a zoning amendment for TMP 082 021 consisting of 38.58 acres located at 592 Hwy 53 West, from R-3 (Single Family) to RPC (Residential Planned Community) Hearing Dates: Planning Commission - February 11, 2019 and City Council February 18, 2019

**BUSINESS**

10. Parking Project at City Hall
11. Construction Management Services RFQ and Draft Contract
12. Bid Selection: Maple Street Maintenance Building Grading Project

**WORK SESSION**

13. Animal Control IGA with Dawson County
14. Presentations on Main Street Park
  - Condition of Road and Trails by Southern Geotech and Potential Change Order
  - Landscape Plan by Davis Engineering
15. Water/Sewer Rate Study Presentation
16. Ethics Ordinance
17. Niche Columbarium at Memorial Gardens

**CITY MANAGER REPORT**

**MAYOR AND COUNCIL REPORTS**

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

**ADJOURNMENT**



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7

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SUBJECT: APPROVE THE MINUTES

CITY COUNCIL MEETING DATE: 02/18/2019

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST:

TO APPROVE THE MINUTES FROM:

- **REGULAR MEETING – FEBRUARY 4, 2019**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

**AMEND OR APPROVE AS PRESENTED**

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly Banister, City Clerk

**MINUTES**  
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**5:30 P.M.**

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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 Kevin Tallant, City Attorney Alex Myers, City Manager Bob Bolz, Acting City Clerk Sara Beacham, Utilities Director Gary Barr, Public Works Operations Manager Trampas Hansard, Planning Director Robbie Irvin and Finance Administrator Hayden Wiggins.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Tolson.
4. **ANNOUNCEMENTS:** No announcements were made
5. **APPROVAL OF THE AGENDA:** Councilmember Tolson asked to remove item #7j Table Parking Project at City from the Consent Agenda; becoming item #12. Councilmember French asked to remove items #7g Approve Auditing Services RFQ and #7h Approve Construction Management Services RFQ from the Consent Agenda; becoming items #13 and #14.  
  
Motion to approve the agenda as amended made by S. Tolson; second by J. Power. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** No comments from the public.
7. **CONSENT AGENDA:** Councilmember Tolson recused himself due to his association with the Stonewall Subdivision. Motion to approve the consent agenda for the following items (a, b, c, d, e, f, and i) made by C. Phillips; second by M. French. Vote carried three in favor (Phillips, French, Power) with one recused (Tolson).
  - 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
  - i. Approve Stormwater Facility Maintenance Agreement
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 Vote: January 22, 2019; Third Reading and Vote: February 4, 2019)

**MINUTES**  
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Motion to open the public hearing made by J. Power; second by C. Phillips. Vote carried unanimously in favor. City Attorney Alex Meyers read the third reading of the Charter Amendment. Mayor Eason conducted the public hearing; no one spoke in favor or opposition of the ordinance. Motion to close the public hearing made by J. Power; second by C. Phillips. Vote carried unanimously in favor.

Motion to table item until after the legislation provided by the City is passed or rejected made by M. French. City Attorney Kevin Tallant said that is not necessary and further stated he believes the General Assembly would want the City to be in support of the Charter. Councilmember French is concerned the document presented for legislation is not identical to the item being presented for approval tonight. Attorney Tallant said there is no legal impediment to move forward with the approval of the charter. Motion died due to lack of a second.

Motion to approve the charter amendments as presented made by C. Phillips; second by J. Power.

Councilmember French said the statement on the first page of the charter amendment which reads "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" is not true since it was amended in December 2017 and he feels the statement should be removed or revised. He also stated he is not in support of the compensation being increased for the Mayor as outlined in Section 2.13 since no additional duties have been added. He also stated in Section 5.11(e) where it reads "There shall be four council member districts of approximately equal populations that shall be created and modified by ordinance as required by this Charter" that the districts have already been created and approved by this council and he feels that should be referenced in the Charter. Regarding Section 5.15 (a)(3) which references an Ethics Board; he feels the duties of the ethics board should be defined and included in the Charter. Section 5.15 (b) provides for a bond to be posted to cover the cost of the election from the removed individual who appeals the decision, runs for office and the appeal is denied; Councilmember French feels the individual shouldn't be required to do so and the cost of the election should be the responsibility of the City since the Council presumably initiated the removal of the individual. Regarding the same section where it states the individual is not eligible to seek office once removed; Councilmember French said that it is not consistent with what is stated on the Supreme Court's website.

City Attorney Kevin Tallant responded regarding the charter being "substantially updated or revised" is a matter of opinion and up to interpretation. He had no response regarding the increase to the Mayor's salary other than pointing out Councilmember French's disagreement with it. Regarding the Ethics Board, it will be a forthcoming item in which the Ethics Board will be defined in an ordinance and he further states he would not want to put it in the Charter considering the time and difficulty involved with amending the Charter. He further stated, most cities handle it this way and the City of Ethics program through GMA doesn't call for it to be placed in the Charter but rather through a resolution or ordinance. Regarding posting a bond, he believes it is a matter of interpretation and up to the City to decide the best way to protect itself from potential frivolous appeals. Attorney Tallant asked for further clarification regarding Councilmember French's question about the Supreme Court's opinion. Councilmember French responded with the following statement "because the individual was not convicted or sentenced of a criminal offense, he or she would not be barred by OCGA 21-2-8 from holding political office in the future". Councilmember Phillips stated he interpreted it to mean that if an individual was removed from that seat they couldn't run again to fill that same term; Councilmember French felt that language should be incorporated into the Charter. A discussion ensued regarding the increase to the compensation of the Mayor; as to how it came to be increased. Councilmember Phillips and Power both stated they felt the increase is justified based on the amount of work the current Mayor does on behalf of the City. Councilmember French stated he felt additional duties should be reflected in the position with the provision of the increase in compensation.

Vote carried three in favor (Phillips, Power, Tolson) with one opposed (French).

**MINUTES**  
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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)

The second reading of the ordinance was read by Finance Administrator Hayden Wiggins. Motion to approve the ordinance as presented made by S. Tolson; second by J. Power. Vote carried unanimously in favor.

10. **RED OAK SANITATION CONTRACT:** Motion to approve the Red Oak Sanitation contract and to approve the bid award of \$12.50 for garbage collection (\$10.50 per can per month, 1x a week pick up and \$2.00 per home per month for yard debris removal) made by M. French; second by S. Tolson. Vote carried unanimously in favor.

11. **CALCULATION OF SERVICE CHARGE FOR GARBAGE SERVICES:** Motion to approve the amount of \$2.00 for the service charge of garbage services made by J. Power; second by M. French. Vote carried unanimously in favor.

12. **TABLE PARKING PROJECT AT CITY HALL:** Motion to table item to the February 18, 2019 meeting made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor.

13. **APPROVE AUDITING SERVICES RFQ:** Motion to remove the position of Finance Administrator from the Audit Selection Committee as described on Page 1 and to include the Mayor and City Council under the reporting of irregularities and illegal acts on Page 5 made by M. French; second by C. Phillips. Vote carried unanimously in favor.

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

14. **APPROVE CONSTRUCTION MANAGEMENT SERVICES RFQ:** Motion to remove the words "the all the" in the first paragraph on Page 1 under Section A. and to add the words "and Council" to the fourth paragraph on Page 1 under Section A. made by M. French. Discussion occurred among Council; upon which Councilmember French withdrew his motion.

Motion to table item until the February 18, 2019 meeting made by C. Phillips; second by J. Power. Vote carried unanimously in favor.

#### **ADJOURNMENT**

At 6:10 p.m. a motion to adjourn the meeting was made by J. Power; second by M. French. Vote carried unanimously in favor.

By: CITY OF DAWSONVILLE

\_\_\_\_\_  
Mike Eason, Mayor

\_\_\_\_\_  
Caleb Phillips, Councilmember Post 1

**MINUTES  
CITY COUNCIL REGULAR MEETING  
G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor  
Monday, February 4, 2019  
5:30 P.M.**

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\_\_\_\_\_  
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 # 8

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SUBJECT: EMPLOYEE OF THE MONTH

CITY COUNCIL MEETING DATE: 02/18/2019

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST:

**TO RECOGNIZE AND PRESENT THE FEBRUARY EMPLOYEE OF THE MONTH AWARD**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 9

SUBJECT: ZA- C9-00004

DATE(s): 2-18/19 WORK SESSION \_\_\_\_\_ 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:

**ZA- C9-00004:** Ensite Civil Consulting LLC has requested a zoning amendment for TMP 082 021 consisting of 38.58 acres located at 592 Hwy 53 West, from R-3 (Single Family) to RPC (Residential Planned Community)

HISTORY/ FACTS / ISSUES

Heard by Planning Commission on 2/11/2019 and tabled by PC until 3/11/2019 PC meeting.

OPTIONS:

Remove from today's CC agenda and place on the CC agenda for 3/18/2019.

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: PLANNING AND ZONING

REQUESTED BY: ROBBIE IRVIN, PLANNING DIRECTOR





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 10

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SUBJECT: PARKING PROJECT AT CITY HALL

CITY COUNCIL MEETING DATE: 02/18/2019

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BUDGET INFORMATION: GL ACCOUNT # \_\_\_\_\_

Funds Available from: \_\_\_\_\_ Annual Budget \_\_\_\_\_ Capital Budget Other \_\_\_\_\_

Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund \_\_\_\_\_ General Fund

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PURPOSE FOR REQUEST:

**CONSIDERATION OF PROPOSAL FOR SERVICES TO DEVELOP PLANS FOR A PARKING PROJECT AT CITY HALL**

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HISTORY/ FACTS / ISSUES:

- **TABLED AT THE 01/22/19 AND 02/04/19 MEETINGS**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

- **STAFF RECOMMENDATION TO INCLUDE ON 2020 BUDGET**

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PRESENTED BY: Bob Bolz, City Manager



Davis Engineering & Surveying  
Proposal for Services

December 20, 2018

Subject Project: 415 Highway 53 East, Dawsonville, GA 30534  
TMP (County): ±3.30-acre portion of D04-020-001 (Dawson)

Dear Mr. Bolz:

THIS AGREEMENT made and entered into, by and between Davis Engineering & Surveying, LLC, hereinafter called "DES," and the City of Dawsonville, "client," is for the services described under the "Scope of Services" section of this Agreement. This proposal briefly discusses our understanding of the scope of work and our fees for the services to be provided. DES reserves the right to adjust the fees quoted herein after 45 days, if necessary.

SCOPE OF SERVICES:

DES, (Consultant) shall provide the following professional services for the property referenced above.

I. SURVEYING SERVICES

Completion of an asbuilt and topographic survey for the properties referenced above, and will include the locations of the observed improvements to the property.

II. ENGINEERING DESIGN SERVICES

Delivery of an engineering document(s) that satisfies the City of Dawsonville's construction permit requirements and that shows existing conditions, and proposed parking improvements. Included in this proposal is an existing conditions/demolition plan, site layout plan/grading/drainage plan, erosion, sedimentation, & pollution control plan, hydrology study/design, landscape plan, and all necessary notes and details to meet City of Dawsonville's standards. We are expecting to mitigate the increase of stormwater runoff through the use of an underground detention facility unless the City of Dawsonville has an existing agreement to discharge stormwater to another facility.

III. CONSTRUCTION PHASE SERVICES

Services under this item include construction administration including an engineer's construction cost estimate, bid document preparation, pre-bid meeting, bid opening meeting, bid review & contractor selection assistance, pre-construction meeting, site visit, submittal/RFI/pay application review, preparation of change orders, preparation of Notice of Intent and Notice of Termination for the project, and asbuilt survey of the completed project.

IV. ADDITIONAL SERVICES

Services and compensation listed under Surveying and Engineering Services are to be performed ONE TIME ONLY. Any additional work requested on the part of the Client or Contractor will be considered additional services and will be invoiced at current hourly rates unless specified (provided upon request).

FEES AND TERMS OF PAYMENT

*Our fee for the above scope item is as follows, and payment will be due Net 45 Days upon receipt of invoice.*

|               |             |             |
|---------------|-------------|-------------|
| Lump Sum Fee* | (Item I):   | \$1,650.00  |
|               | (Item II):  | \$8,150.00  |
|               | (Item III): | \$3,000.00  |
|               | Total:      | \$12,800.00 |

**Payment Terms:** Payment will be due as stated on the invoice. An Administrative Fee of \$30.00 will be charged to accounts 30 days past due, and past due accounts are subject to a monthly 1.5% finance charge (18% Annual Rate). \*Lump Sum Fees unless noted otherwise.

FUNDAMENTAL ASSUMPTIONS

This Agreement, and the fees contained herein, are subject to the following fundamental assumptions:

1. Only those services specifically listed within this proposal are included. Any future additional services will require additional fees. All reimbursable items, including postage, shall be billed at cost plus 10%.

\_\_\_\_\_ Client \_\_\_\_\_ DES

2. Adverse conditions, beyond the control of DES and as determined by the Consultant, may require a change in the project schedule and/or fees. Prior to any modification to scope or fees, DES will immediately inform the Client by phone and in writing and the two parties shall amend this agreement before proceeding with the project. In the event that a modified agreement cannot be reached, work shall cease and the Client shall be responsible for fees associated on a percent completed basis.
3. DES requires that you are authorized to grant, or will obtain, permission for our personnel to enter the site. It is the recommendation of DES that you notify all affected parties, especially property adjoining, of our presence as soon as possible to avoid delays in completing your scope of work.
4. It shall be the sole responsibility of the Client to provide access to all properties for surveying and design. DES is prepared to assist and expedite this process through the use of temporary easements if required.
5. Due to the nature of the scope of services agreed upon in this proposal, the Client inherently agrees that survey control points (nails, stakes, rebar and/or other markers) may be set at random locations that have no relationship to actual property boundaries or layout. Random survey traverse lines will be trimmed out through native areas in a way that causes minimal impact to existing vegetation and allows visibility between these points. In order to assist the Consultant, these control points will have wood stakes, survey flagging tape in various high visibility colors, paint and/or other materials placed in close proximity. Please note that these control points, trimmed lines and other related materials, markings, etc. are evidence of surveying activity and are not to be considered as any evidence or indication of boundary monumentation, boundary lines, ownership, or possession.
6. No review, permitting, inspection, recording, soil reports, or other owner fees are included in this proposal.
7. The Client accepts the Consultant's Standard Terms and Conditions (provided upon request).

**MISCELLANEOUS**

If this Agreement meets with your approval insofar as describing the scope of those services you expect of us, and our expectations concerning compensation for the same, please execute in the space provided and return one copy to us for our records. We appreciate this opportunity to be of service to you.

Sincerely,

Jason K. Davis, PE (jdavis@davisengineers.com)

| <u>AUTHORIZATION TO PROCEED</u>               |              |
|---|--------------|
| By (print & sign): _____                      | Date: _____  |
| Email: _____                                  | Phone: _____ |
| Representing (if different from above): _____ |              |
| Mailing Address: _____                        |              |
| Name on Plat: _____                           |              |



February 13, 2019

Mr. Bob Bolz  
City Manager  
City of Dawsonville  
415 Highway 53 East  
Dawsonville, Georgia 30534

Re: City of Dawsonville  
Proposal for Engineering Services  
Parking and Public Restroom Projects

Dear Mr. Bolz:

As requested, *Turnipseed Engineers* is pleased to submit our proposal for professional engineering services to the City of Dawsonville for preparing design and bid documents for construction of various parking improvements and public facilities. Our estimated fees include survey, preliminary design, meeting with the City to review design options and projected costs, and preparation of final plans and bid documents for local contractors' use in preparing their proposals to the City. A list of the current projects (as listed in your February 8, 2019 email) and the estimated engineering fees are as follows:

1. City Hall Parking - redesign of parking around City Hall (including use of grass area adjacent to Highway 53), redesign of existing parking lot, and evaluation of road shoulders to the north of City Hall toward the new park: *\$17,500*



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 11

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SUBJECT: CONSTRUCTION MANAGEMENT SERVICES RFQ AND DRAFT CONTRACT

CITY COUNCIL MEETING DATE: 02/18/2019

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BUDGET INFORMATION: GL ACCOUNT # \_\_\_\_\_

Funds Available from: \_\_\_\_\_ Annual Budget \_\_\_\_\_ Capital Budget Other \_\_\_\_\_

Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund \_\_\_\_\_ General Fund

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PURPOSE FOR REQUEST:

**TO APPROVE THE RFQ FOR CONSTRUCTION MANAGEMENT SERVICES AND THE DRAFT CONTRACT**

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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**
- **ITEM TABLED FROM 02/04/19 MEETING; REVISED RFQ SENT TO MAYOR AND COUNCIL FOR REVIEW ON 02/07/19**

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OPTIONS:

**APPROVE, AMEND, DENY OR TABLE**

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RECOMMENDED SAMPLE MOTION:

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PRESENTED BY: Dana Miles, City Attorney

**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 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 City reserves the right to designate in the Construction Management Agreement which projects or portions/phases of SPLOST VI projects will be within the scope of services requested of the Construction Manager.

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 22, 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 and City Council.

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](mailto:clerk@dawsonville-ga.gov).

The final deadline for submission of substantive questions is 4:00 p.m., March 15, 2019. All questions should be conveyed by email only to Bob Bolz, City Manager at [citymanager@dawsonville-ga.gov](mailto: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 City's SPLOST VI projects as designated in the Construction Management Agreement, 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 (Construction Management Agreement) 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 22, 2019 |
| Recommendation to City Council            | April 8, 2019  |

The City of Dawsonville may conduct interviews with proposers

#### B. Date Construction Management Services May Commence

Construction Management services may commence immediately following the execution of the Construction Management Agreement by the City and the Construction Manager selected.

### 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](mailto:citymanager@dawsonville-ga.gov)

2. Statements of Qualifications must be received by 4:00 pm on March 22, 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. As such, 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 and other persons as appointed by the Mayor and City Council. 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 and Construction Management Agreement

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 April 8, 2019.

The City Council will make the final selection of a Construction Manager. Once selected, a Construction Management Agreement setting forth the terms of the engagement and scope of services will be executed by the City and the Construction Manager selected.

#### 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.

## CONSTRUCTION MANAGEMENT AGREEMENT

This Construction Management Agreement ("Agreement") effective as of May 21, 2014 is by and between the City of Dawsonville, Georgia, a Georgia municipal corporation (hereinafter referred to as "CITY"), and \_\_\_\_\_, a \_\_\_\_\_, having \_\_\_\_\_ an \_\_\_\_\_ address \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as "MANAGER").

### RECITALS:

WHEREAS, CITY solicited requests for qualifications from interested construction managers for the construction of various projects out of CITY's SPLOST VI (hereinafter referred to as "the Project"); and

WHEREAS, based on MANAGER's interview, qualifications statement, and/or related submissions, CITY has selected MANAGER for the Project; and

WHEREAS, CITY now desires to retain MANAGER to provide certain project management and construction consulting services in connection with the Project; and

WHEREAS, MANAGER desires to perform such services as described in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY and MANAGER agree as follows:

### ARTICLE 1. GENERAL DESCRIPTION OF SERVICES

**1.1 The Services and Compensation.** MANAGER agrees to furnish the pre-construction and construction services set forth herein and required for completion of the Project for three (3) percent of the Total Project Cost, with the potential for incentive-based bonuses for timely completion prior to the individual project deadline. Total Project Cost is defined as all construction material costs, subcontractor costs and equipment rental costs incurred in the Project. Total Project Cost shall not include engineering or design fees or other professional costs incurred by the City on the Project. MANAGER shall present quarterly draw requests for its compensation along with back up invoices and such other data as the CITY may reasonably require. The CITY shall review and pay MANAGER on approved invoices within fifteen (15) days of submission. MANAGER represents that it is thoroughly familiar with and understands the requirements of the Project scope and that it is experienced in the administration and construction of building projects of the type and scope contemplated by CITY for the Project. MANAGER represents to CITY that MANAGER has all necessary construction education, skill, knowledge, and experience required for the Project and will maintain, at all times during the term of this Agreement, such personnel on its staff to provide the services contemplated hereby within the time periods required hereby. In addition, MANAGER represents that it has, and all of the subcontractors performing services under this Agreement will have, all applicable licenses required by the State of Georgia to perform such services.

**1.2 Time of the Essence.** MANAGER shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the various project schedules, subject to delays in the schedule not the fault of MANAGER or its subcontractors. Time is of the essence in the performance of this Agreement.

**1.3 Preparation/Sufficiency of Site.** MANAGER shall, as and when appropriate, (i) visit and thoroughly inspect the various project sites and any structure(s) or other manmade features to be modified and become familiar with local conditions under which the various projects will be constructed and operated; (ii) familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components and other attributes having or likely to have an impact on the Project; (iii) familiarize itself with CITY's layout and design requirements, conceptual design objectives, and budget for the Project; (iv) familiarize itself with pertinent project dates, (v) review and analyze all project geotechnical, Hazardous Substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations and recommendations; and (vi) gather any other information necessary for a thorough understanding of the various projects. If an individual project designated to the MANAGER for construction services, involves modifications to any existing structure(s) or other man-made feature(s), MANAGER shall also review all as built and record drawings, plans and specifications of which MANAGER has been informed by CITY about and thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by MANAGER resulting from MANAGER's failure to familiarize itself with the Site or pertinent documents shall be deemed waived.

## **ARTICLE 2. CITY'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES**

**2.1 Project Information.** MANAGER acknowledges that CITY has provided and will provide as specific projects are assigned to the Project MANAGER with information regarding CITY's requirements for the Project. Further, CITY shall designate individual projects that shall require MANAGER's services in the Project List and Scope, which is attached hereto as Exhibit A and incorporated herein as if fully set forth. Both CITY and MANAGER shall date and initial the entry of a project to the Project List and Scope.

**2.2 CITY's Budget.** CITY shall establish and update a budget for the individual projects designated to MANAGER for construction management services, including the amount allocated for construction and CITY's other costs.

**2.3 CITY's Representative.** The City Manager shall be the CITY's representative authorized to act on CITY's behalf with respect to the Project and/or an individual project designated to MANAGER for construction management services.

**2.4 Time for Performance.** MANAGER shall develop a timeline for construction and completion for each individual project designated to the MANAGER for construction management service subject to approval by CITY. CITY shall review and approve or take other appropriate action on all design submittals within the timeframes agreed to and made a part of this Agreement for each individual project.

**2.5 Purpose of CITY's Review.** CITY's review, inspection, or approval of any Work or other submittals shall be solely for the purpose of determining whether the same are generally consistent with CITY's requirements. No review, inspection, or approval by CITY of such Work or documents shall relieve MANAGER of its responsibility for the performance of its obligations under this Agreement or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, Design Document, or Construction Documents shall not relieve MANAGER of responsibility for the performance of its obligations under the Agreement. Payment by CITY pursuant to this Agreement shall not constitute a waiver of any of CITY's rights under this Agreement or at law, and MANAGER expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by CITY. Notwithstanding the foregoing, prompt written notice shall be given by CITY to MANAGER if CITY becomes aware of any fault or defect in an individual project designated to MANAGER for construction management services or non-conformance with the Agreement.

**2.6 Status of CITY.** CITY shall not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall MANAGER, for any of the foregoing purposes, be deemed the agent of CITY.

### **ARTICLE 3. MANAGER'S SERVICES**

**3.1 Services to be Performed by MANAGER.** MANAGER's Services under this Agreement include General Project Services, Pre-Construction Services, and Construction Services for individual projects designated to MANAGER for construction management services as set forth in the Project List and Scope attached hereto as Exhibit A.

**3.2 General Provisions and Occurrence of Services.** Upon execution of this Agreement and issuance of a Notice to Proceed by CITY, the MANAGER shall commence performance of Pre-Construction Services. Upon execution of a Construction Schedule and approval by CITY, MANAGER shall commence performance of Construction Services. The parties acknowledge that (i) CITY may determine not to proceed with Construction Services, (ii) performance of Pre-Construction Services may overlap performance of Construction Services, and (iii) categories of Work performed during Construction Services may be performed in separate phases.

**3.3 General Project Services.** The MANAGER agrees to:

(1) Provide all services required to professionally complete the Work in an expeditious and economical manner consistent with this Agreement and the best interests of CITY.

(2) Endeavor to develop, implement and maintain, in consultation with CITY, professionals, and subcontractors, a spirit of cooperation, collegiality, and open communication among the parties so that the goals and objectives of each are

clearly understood, potential problems are resolved promptly, and, upon completion, the Project is deemed a success by all parties.

(3) Perform its services in accordance with scheduled requirements.

(4) Participate in, and cooperate with, design phase, construction phase, and post-occupancy commissioning, validation, and other quality assurance and quality control processes.

(5) Complete the Work by the required date, pursuant to the established timeline agreed to between the parties. MANAGER shall submit a Construction Schedule at least thirty (30) days prior to the commencement of construction on an individual project designated to MANAGER for construction management services. The Construction Schedule shall complement, and shall not conflict with, the design schedule.

**3.4 Pre-Construction Services.** MANAGER shall provide the following Pre-Construction Services:

(1) MANAGER shall actively and jointly participate with CITY and professionals in formation of the project design, including the phasing of, schedule for, and design for, individual project designated to MANAGER for construction management services. Such participation shall include, but in no way be limited to, the following:

(i) an estimation of overall construction cost;

(ii) an analysis and evaluation of jobsite management, site logistics, and schedule considerations;

(iii) an analysis and evaluation of the constructability of the design concepts, narratives, or drawings;

(iv) an analysis and evaluation of the design concepts, narratives, or drawings in regard to the completeness of intended bid categories, conflicts or overlaps in the divisions of the Work, design details affecting construction including, without limitation, unusual or custom materials, value analysis, identification of long-lead materials affecting the Construction Schedule, availability of labor, and other factors affecting construction and, in the report provided during the Construction Documents Phase, suggestions for alternatives for matters which may delay the construction schedule;

(v) addressing problems, conflicts, defects or deficiencies in the design concepts and offer resolutions of same; and

(vi) identification of any other issues which MANAGER reasonably believes may have a negative impact on the Project schedule, budget or performance.

(2) MANAGER shall develop a comprehensive jobsite management and logistics plan for CITY's review. This plan shall be submitted prior to the date of beginning construction services.



(3) MANAGER shall, in accordance with schedule requirements, assist the CITY's engineer and/or design professionals (hereinafter collectively the Professional) with the resolution of all problems, conflicts, defects or deficiencies identified during the review and evaluation of the Construction Documents.

(4) MANAGER understands and acknowledges CITY's intent that any individual project designated to MANAGER for construction services will be completed within the budget set by CITY for said project. Accordingly, throughout the Pre-Construction Services phase, MANAGER shall keep CITY informed if it believes that the Project may not be completed within CITY's budget, the reasons why it cannot be, and MANAGER's proposed solutions therefor.

### **3.5 Construction Services.**

#### **(1) Trade Contractor Selection Bidding and Negotiation**

(i) MANAGER shall prepare and assemble document packets for use in bidding subcontracts. Such packaging of the Work shall be broken down to maximize both competition and the involvement of small businesses.

(ii) MANAGER shall develop subcontractor and supplier interest for each division of the Work. MANAGER shall pre-qualify proposed subcontractors, which shall include, at a minimum, proof of licensure where applicable.

(iii) MANAGER shall, in accordance with CITY's policy in effect at the time MANAGER commences construction, competitively bid each trade category or, if approved by CITY, negotiate for the performance of a particular trade category.

(iv) MANAGER shall use its best efforts to obtain bids which are less than the final total project estimates for the individual project.

(v) MANAGER shall conduct bid openings in the presence of CITY's representative. MANAGER shall provide CITY with a copy of its preliminary bid tabulation and copies of all bids.

(vi) MANAGER shall, for each subcontract, trade or bid division:

(a) determine the final bid amounts, having reviewed and clarified the scope of Work in detail with bidders to determine which bids are the lowest bids and are complete but do not include duplicate scope items;

(b) prepare and furnish to CITY a final bid tabulation summary which includes by subcontract, trade and/or bid division, the applicable final total project cost estimate and the related final bid amount and the details of all scope clarifications for CITY's review and approval;

(c) identify to CITY in writing the subcontractors to which MANAGER recommends award of subcontracts; and

(d) award and enter into a subcontract between itself and each subcontractor which it has recommended in accordance with this Agreement unless otherwise notified by CITY.

(vii) No portion of the Work may be performed by MANAGER or its affiliates except with CITY's approval in accordance with CITY's policies on the subject in effect at the time MANAGER commences construction.

(2) Construction Supervision

(i) Commencing with the award of the first subcontract and terminating on the date of Final Completion, MANAGER shall provide the services described herein.

(ii) MANAGER shall, as CITY's construction representative during construction, advise and consult with CITY, and provide administration of the Construction Documents.

(iii) MANAGER shall supervise and direct the Work at the Site. MANAGER shall, at a minimum, staff the Project Site with personnel who shall:

(a) supervise and coordinate MANAGER's personnel and act as its primary liaison with CITY;

(b) coordinate trade contractors and suppliers, and supervise Site construction management services;

(c) be familiar with all trade divisions and trade contractors' scopes of Work, all applicable building codes and standards, and the Agreement;

(d) check, review, coordinate and distribute shop drawings and check and review materials delivered to the Site, regularly review the Work to determine its compliance with the Construction Documents and the Agreement, confer with CITY as necessary to assure acceptable levels of quality;

(e) prepare and maintain Project records, including process documents and daily logs;

(f) schedule and conduct weekly progress meetings with subcontractors to review such matters as jobsite safety, job procedures, construction progress, schedule, shop drawing status and other information as necessary and provide notification of, and minutes from, such meetings to CITY;

(g) schedule and conduct weekly progress meetings with CITY to review such matters as construction progress, schedule, shop drawing status, and other information as necessary;

(h) make provision for Project security to protect the Project site and materials stored offsite against theft, vandalism, fire and accidents as required by the General Terms and Conditions.

(i) promptly reject any Work which does not conform to the Construction Documents or which does not comply with any applicable law, statute, building code, rule or regulation of any public authority or agency of which it is aware, immediately notifying CITY in writing when it has rejected any Work;

(j) comply with, and cause its subcontractors and suppliers to comply with, the Project Construction Schedule and applicable sub-schedules. The MANAGER shall obtain and review schedules from subcontractors and suppliers, coordinate sub-schedules with the Construction Schedule, and enforce compliance with the all applicable schedules to insure timely completion of the Work. If at any time the Project is delayed, the MANAGER shall immediately notify CITY and the Professional of the probable cause(s) and possible alternatives and make recommendations to minimize expense and delay to CITY; and

(k) provide documentation necessary to the Professional for, and otherwise assist the Professional with, the preparation of the final "as-built" or record drawings.

(3) In accordance with CITY's agreement with the Professional working on the Project, the Professional will visit the Project Site at intervals appropriate to the stage of construction to familiarize itself with the progress and quality of the Work and to inspect the Work. The MANAGER shall request that the Professional visit the Site at additional times as the MANAGER deems necessary to attend meetings, inspect the Work, and render interpretations regarding the Work necessary for the proper execution of the Work. The Professional's interpretations and decisions shall be final regarding the Construction Documents and the Work.

#### **ARTICLE 4. INCENTIVE COMPENSATION OF MANAGER**

**4.1 Incentive Compensation.** As an incentive to timely complete projects at or under the budget assigned to the Project for construction management services, MANAGER shall be compensated an additional one percent (1%) of Total Project Cost for any individual project that achieves Final Completion more than thirty (30) days prior to the agreed upon deadline for said project and at a cost savings of more than five percent (5%) of the budget for said project.

#### **ARTICLE 5. LIQUIDATED DAMAGES FOR DELAY**

**5.1 Liquidated Damages.** Inasmuch as failure to Substantially Complete the Work within the time fixed pursuant to the final Construction Schedule will result in injury to CITY, and as damages arising from such failure cannot be calculated with any degree of certainty, it is agreed that if the Work is not Substantially Completed within the time set pursuant to the final Construction Schedule, or within such further time, if any, as shall

be allowed for time extensions in accordance with the provisions of this Agreement, MANAGER shall pay to CITY as liquidated damages for such delay, and not as a penalty, the amount of five hundred dollars (\$500) for each calendar day elapsing between the date fixed for Substantial Completion and the date such Substantial Completion is fully accomplished. The parties agree that said liquidated damages are reasonable given existing circumstances, including, without limitation, the range of harm that is foreseeable and the anticipation that proof of damages would be costly and impractical.

**5.2 Withholding of Payment.** When CITY reasonably believes (i) that Substantial Completion will be inexcusably delayed; or (ii) that the MANAGER will fail to achieve Final Completion by the date of Final Completion, CITY shall be entitled, but not required, to withhold from any amounts otherwise due the MANAGER the daily amount specified for liquidated damages in this Article for each calendar day of the unexcused delay. If and when the MANAGER overcomes the delay in timely achieving Substantial Completion or Final Completion, or any part thereof, for which CITY has withheld payment, CITY shall promptly release to the MANAGER those funds withheld, but no longer applicable, as liquidated damages.

## **ARTICLE 6. MISCELLANEOUS PROVISIONS**

**6.1 No Assignment or Transfer.** CITY and MANAGER respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither CITY nor MANAGER shall assign this Agreement without the written consent of the other.

**6.2 Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of Georgia, and venue shall lie in the courts in Dawson County, Georgia.

**6.3 Conflict of Interest.** MANAGER represents and warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the MANAGER) to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation individual or firm (other than a bona fide employee working solely for the MANAGER) any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

**6.4 Insurance Coverage.** MANAGER shall carry the insurance and obtain the payment and performance bonds described in the Request for Qualification, hereby incorporated fully herein by express reference.

**6.5 No Agency.** MANAGER is an independent contractor to CITY and shall not be an agent of CITY.

**6.6 Incorporation.** All exhibits, addendums, schedules of work and/or other documents referenced herein are incorporated herein by such reference.

**6.7 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.

**6.8 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 Agreement.

**6.9 Counterparts.** This Agreement 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.

**6.10 Construction.** All terms used in this Agreement, 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 Agreement or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

**6.11 Modification.** No changes, additions, or interlineations made to this Agreement shall be binding unless initialed by both parties.

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

**6.13 Entire Agreement.** This Agreement 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

(CONSTRUCTION MANAGER)

\_\_\_\_\_  
By: Mike Eason, Mayor

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

Attest:

\_\_\_\_\_  
Beverly Banister, City Clerk

**EXHIBIT A**  
**PROJECT LIST AND SCOPE**

**DATE**

**DESCRIPTION AND SCOPE**

**INITIALS**



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 12

---

SUBJECT: **BID SELECTION: MAPLE STREET MAINTENANCE BUILDING GRADING PROJECT**

CITY COUNCIL MEETING DATE: 02/18/2019

---

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 LOWEST BID OF \$27,925 TO JERRY TOWNLEY CONCRETE**

---

HISTORY/ FACTS / ISSUES:

- **TO BE PAID OUT OF THE SPLOST VI FUND**

---

OPTIONS:

**APPROVE, DENY, TABLE**

---

RECOMMENDED SAMPLE MOTION:

---

REQUESTED BY: Hayden Wiggins, Finance Administrator

## Bob Bolz

---

**From:** Rachel Burton, PLA <rburton@davisengineers.com>  
**Sent:** Monday, February 11, 2019 4:35 PM  
**To:** Bob Bolz; Hayden Wiggins; Trampas Hansard  
**Cc:** Jason K. Davis, PE  
**Subject:** Maple Street Maintenance Grading Bid Results  
**Attachments:** 18-190 Maple Street Maintenance Grading Bid Opening 021119.pdf

Attached please find the sign-in sheet and bid tabulation for the Maple Street Maintenance Grading project. The apparent low bidder is Jerry Townley Concrete.

Thank you,

Rachel Burton, PLA



133 Prominence Court | Suite 210  
Dawsonville, Georgia 30534  
(D)678.267.2968  
(P)706.265.1234  
(F)678.248.9177

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MAPLE STREET MAINTENANCE BARN GRADING  
CITY OF DAWSONVILLE, GEORGIA

SIGN IN SHEET:

BIDS WILL BE OPENED AT:

3:30 p.m. EST Feb. 11, 2019  
City Hall Conference Room  
415 Hwy. 53 East, Suite 100  
Dawsonville, Georgia 30534

AWARD OF PROPOSAL/BID AT:

5:30 p.m. EST Feb. 18, 2019  
City Council Chambers  
Upstairs Meeting Room  
415 Hwy. 53 East, Suite 100  
Dawsonville, Georgia 30534

NAME OF PERSON PRESENT:

COMPANY REPRESENTING:

PHONE # or EMAIL:

Mardie Townley

Jerby Townley Concrete

706-211-2361 jtcconcreteinc@gmail.com

Michael Grizzle

Grizzle Brothers Grading, LLC

706-216-3367

KEVIN LANCE

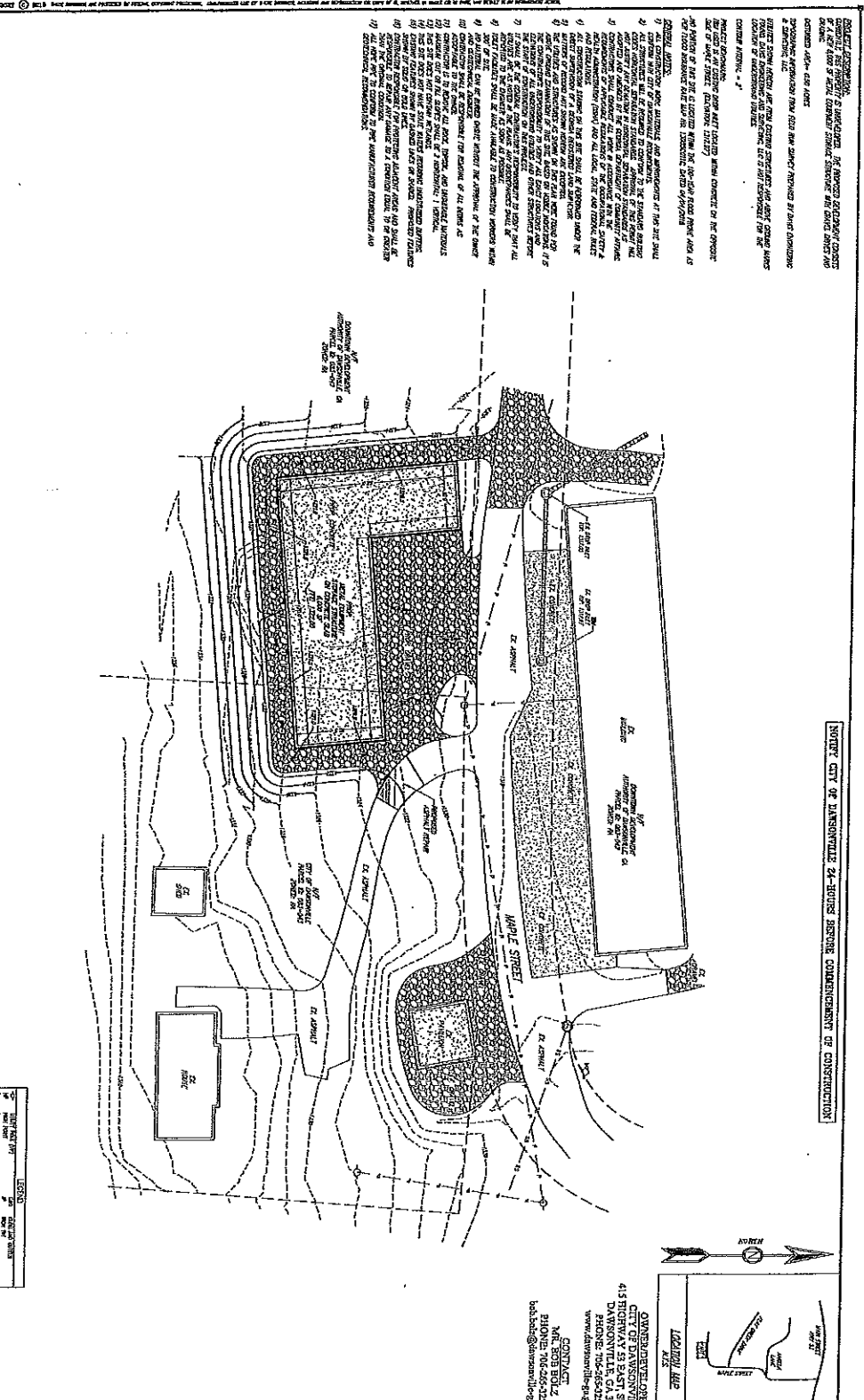
CONTRACTING SOLUTIONS

706-351-7656  
kevin.lance18@gmail.com

BIDS OPENED BY: HAROLD WIGGINS

**GENERAL NOTES:**

- 1) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES.
- 2) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES.
- 3) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES.
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- 16) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES.
- 17) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES.
- 18) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES.
- 19) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES.
- 20) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES.



**OWNER:** CITY OF DANSONVILLE  
**PROJECT:** 24-HOUR SERVICE CENTER  
**ADDRESS:** 685 MAPLE STREET S, DANSONVILLE, GA 30514  
**LOT:** 514, 4TH DISTRICT, 1ST SECTION

**DESIGNER:** DESIGN GROUP, INC.  
**PROJECT NO.:** 2018-190

**DATE:** 10/15/18

**SCALE:** 1" = 20' (GRAPHIC SCALE)



**LEGEND:**

|    |                        |
|----|------------------------|
| 1  | EXISTING GRADE         |
| 2  | PROPOSED GRADE         |
| 3  | PROPOSED PAVEMENT      |
| 4  | PROPOSED ASPHALT DRIVE |
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| 20 | PROPOSED ASPHALT DRIVE |

**GRAPHIC SCALE:**  
 1" = 20' (1" = 20')

**OWNER CONTACT:**  
 CITY OF DANSONVILLE  
 415 HIGHTOWER AVENUE  
 DANSONVILLE, GA 30514  
 PHONE: 706-555-2125  
 WWW.DANSONVILLE-GA.GOV

**DESIGNER CONTACT:**  
 MR. BOB BOLT  
 685 MAPLE STREET S  
 DANSONVILLE, GA 30514  
 PHONE: 706-555-2125  
 WWW.DANSONVILLE-GA.GOV

**PROJECT NO.:** 2018-190

**DATE:** 10/15/18

**SCALE:** 1" = 20' (GRAPHIC SCALE)

**LEGEND:**

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 PHONE: 706-555-2125  
 WWW.DANSONVILLE-GA.GOV

**PROJECT NO.:** 2018-190

**DATE:** 10/15/18

**SCALE:** 1" = 20' (GRAPHIC SCALE)

**LEGEND:**

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| 1  | EXISTING GRADE         |
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**OWNER CONTACT:**  
 CITY OF DANSONVILLE  
 415 HIGHTOWER AVENUE  
 DANSONVILLE, GA 30514  
 PHONE: 706-555-2125  
 WWW.DANSONVILLE-GA.GOV

**DESIGNER CONTACT:**  
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 PHONE: 706-555-2125  
 WWW.DANSONVILLE-GA.GOV

**PROJECT NO.:** 2018-190

**DATE:** 10/15/18

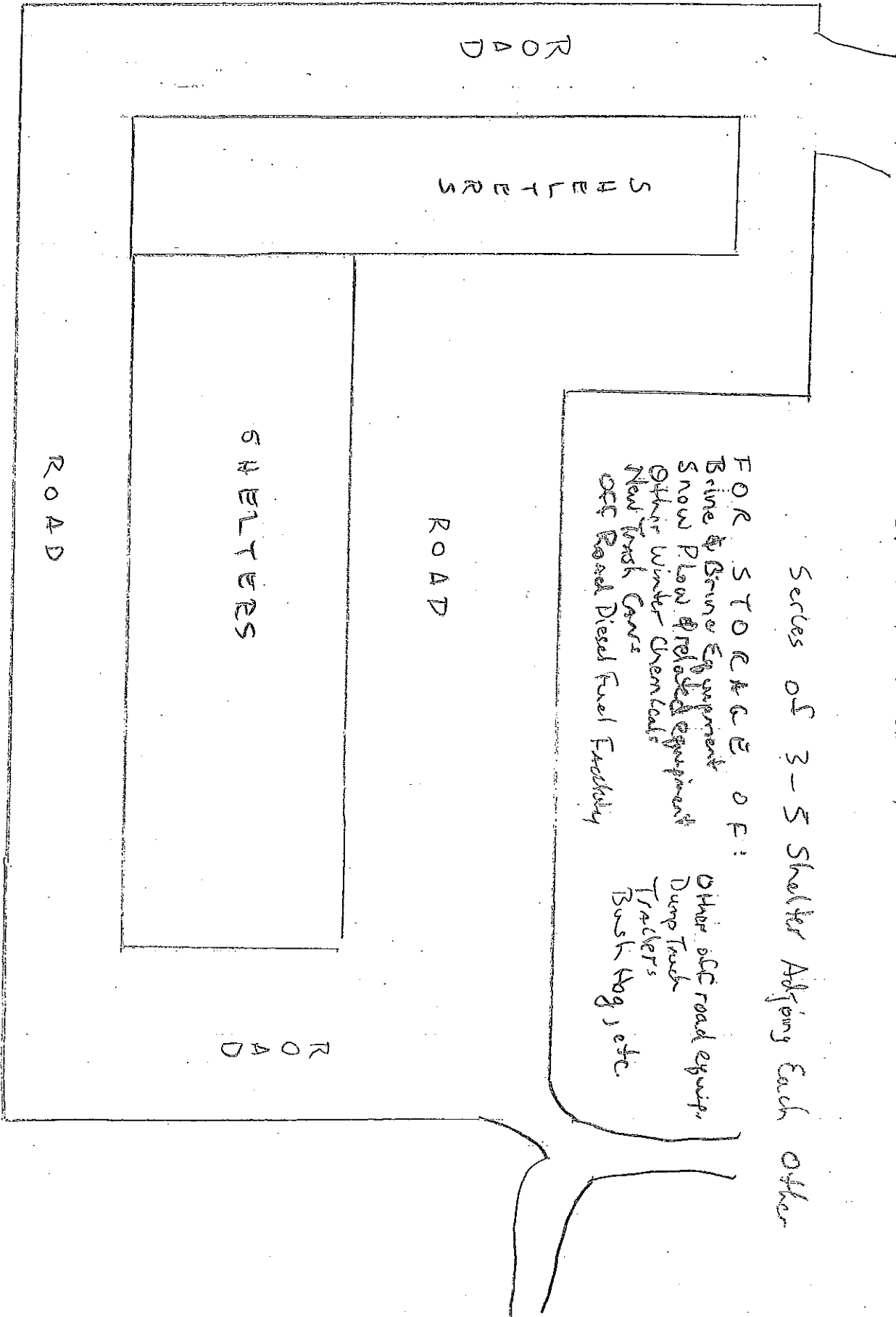
**SCALE:** 1" = 20' (GRAPHIC SCALE)

WINTER WEATHER STORAGE FACILITY  
 DAWSONVILLE MAINTENANCE BARN  
 S P L O S T : II - 3A14 191,000.00

Series of 3-5 Shelters Adjoining Each Other

FOR STORAGE OF:

- Brine & Brine Equipment
- Snow Plow & Related equipment
- Other Winter Chemicals
- New Truck Cans
- OTC Road Diesel Fuel Exchangers
- Other OTC Road equip.
- Dump Truck
- Tractors
- Bush Hog, etc.



Map to Scale

# JEFF REGISTER BLDG & TRUSS

(228) 678-0971 OFFICE

(228) 234-9115 MOBILE

REGISTER@REGISTERMETALS.COM

WWW.REGISTERFARMBARNNS.COM

MISSISSIPPI 14370 SEAWAY RD GULFPORT, MS 39503

ALABAMA 15037 MONTGOMERY HWY HIGHLAND HOME 36041

*Jeff*

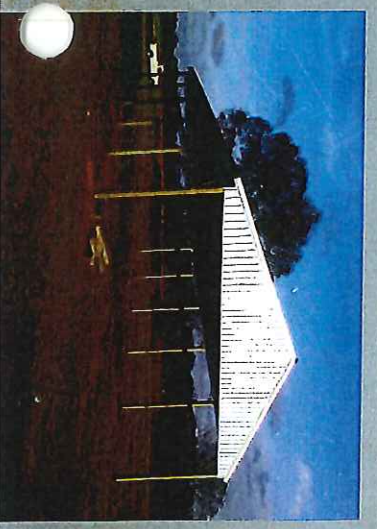
30'x40'x10' Roof only Building Kit \$2,700.00 Installed \$3,950.00 CRA

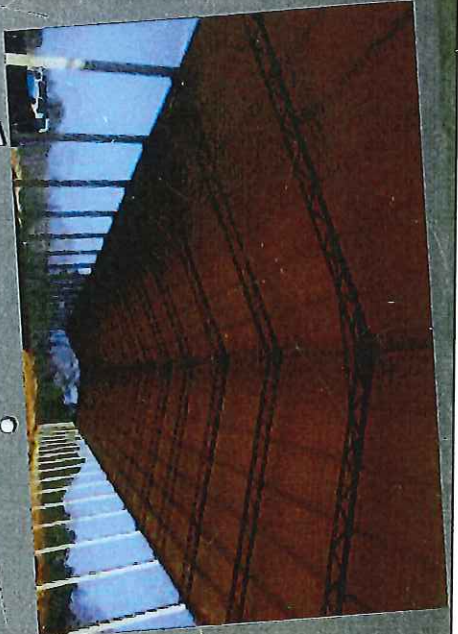
40'x60'x12' Roof only Building Kit \$4,800.00 Installed \$6,850.00 CRA

We Custom Build all our Truss in House and Roll our own Panels.

*16-806  
4x4 5/8  
5/8 concrete*

*30x110*





# Installs are done in a single day. On all our Roof only Kits.

Enclosed kits are available they can include sliding or Rollup Doors walk doors and windows are all options available.  
Call us Today and get yours Installed this Week.





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 13

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SUBJECT: ANIMAL CONTROL IGA WITH DAWSON COUNTY

CITY COUNCIL MEETING DATE: 02/18/2019

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BUDGET INFORMATION: GL ACCOUNT # \_\_\_\_\_

Funds Available from: \_\_\_\_\_ Annual Budget \_\_\_\_\_ Capital Budget Other \_\_\_\_\_

Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund \_\_\_\_\_ General Fund

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PURPOSE FOR REQUEST:

**TO REVIEW AND DISCUSS ANIMAL CONTROL IGA WITH DAWSON COUNTY; DRAFT DOCUMENT SENT TO MAYOR AND COUNCIL FOR REVIEW ON 02/08/19**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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PRESENTED BY: Dana Miles, City Attorney

**INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL CONTROL ENFORCEMENT**

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**STATE OF GEORGIA  
COUNTY OF DAWSON**

This Agreement (~~hereinafter referred to as "ANIMAL CONTROL IGA"~~) is hereby made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2019 between the CITY OF DAWSONVILLE, GEORGIA (hereinafter referred to as "CITY"), DAWSON COUNTY, GEORGIA (hereinafter referred to as "COUNTY"), and the DAWSON COUNTY HUMANE SOCIETY, INC. (hereinafter referred to as "HUMANE SOCIETY") for the purpose of providing and maintaining Animal Control code enforcement and related services within the CITY and COUNTY. The parties hereto hereby agree as follows:

**WHEREAS**, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

**WHEREAS**, the CITY provides Animal Control Services within the CITY and the COUNTY provides Animal Control Services in the COUNTY outside of the CITY limits and inside the City limits consistent with this Agreement; and

**WHEREAS**, aAnimal cControl sServices provided by the COUNTY are paid for, in full or in part, by ad valorem taxes paid to the COUNTY by land owners in the CITY and in the COUNTY; and

**WHEREAS**, the HUMANE SOCIETY is a non-profit entity that operates an



animal shelter in the COUNTY that is funded in part by the COUNTY for the provision of ~~a~~Animal ~~c~~Control ~~s~~Services;

**WHEREAS, the COUNTY and the CITY both acknowledge receiving substantial benefits under this Agreement**~~the CITY's provision of Animal Control Services benefits the COUNTY by allowing the COUNTY to not expend money on providing such services within the CITY;~~ and

**WHEREAS,** the parties hereto have determined that this ~~Intergovernmental~~ Agreement serves the best interest of all parties and best serves the health, welfare, and safety of the residents and businesses located within the geographical confines of the CITY and COUNTY.

**NOW, THEREFORE,** in consideration of the promises set forth and the mutual promises hereby made, the covenants and conditions set forth herein, and in consideration of the terms of this ~~Intergovernmental~~ Agreement as a whole, the parties hereby agree as follows:

1.

**REVOCATION OF PRIOR AGREEMENT(S):** The parties hereby revoke any prior ~~i~~ntergovernmental ~~a~~greements related to the provision of ~~a~~Animal ~~c~~Control services within CITY and COUNTY.

2.

**TERM OF CONTRACT:** This contract shall become effective on execution by the parties and shall continue in full force and effect until its expiration or termination~~ed~~ in accord with the terms herein below.

3.

**ANIMAL CONTROL SERVICES TO BE PERFORMED BY THE CITY: Subject to**

its obligations as specifically set forth in this Agreement. The CITY shall perform the following services for the benefit of the residents and businesses of the CITY:

- a) Provide Animal Control services within the corporate limits of the CITY, as set forth in the CITY animal control ordinance.
- b) Provide services for the care of injured animals located in the CITY as set forth in the CITY animal control ordinance.
- c) Enforce throughout the corporate limits of the CITY the provisions of the CITY animal control ordinance, as amended from time to time.
- d) Make reasonable efforts to identify the owner of any animal it impounds and return the animal to its owner in accordance with state law and/or the CITY animal control ordinance.
- e) All tickets issued for violations of CITY ordinances related to Animal Control shall be returned to the City Court. All fines received by the City Court for Animal Control violations shall go to the CITY.

**4.**

**ANIMAL CONTROL SERVICES TO BE PERFORMED BY THE COUNTY:** The COUNTY shall perform the following services for the benefit of the residents and businesses of the COUNTY outside of the CITY limits:

- a) Provide Animal Control services in the COUNTY outside of the corporate limits of the CITY, as set forth in the COUNTY animal control ordinance.
- b) Provide services for the care of injured animals through the HUMANE SOCIETY or other third party provider(s) chosen by the COUNTY.
- c) Enforce throughout the COUNTY excluding the corporate limits of the CITY the provisions of the COUNTY animal control ordinance, as amended

from time to time.

- d) Make reasonable efforts to identify the owner of any animal it impounds and return the animal to its owner in accordance with state law and/or the COUNTY animal control ordinance.
- e) All tickets issued for violations of COUNTY ordinances related to Animal Control shall be returned to the Magistrate Court. All fines received by the Magistrate Court for Animal Control violations shall go to the COUNTY.

5.

**TRANSFER OF CITY-IMPOUNDED ANIMALS TO DAWSON COUNTY**

**HUMANE SOCIETY: Recognizing the general benefit to public welfare when stray or ownerless animals are humanely cared for, given medical attention, and made available for adoption instead of being euthanized, †The CITY and COUNTY shall care for CITY-impounded animals as follows:**

- a) The CITY shall temporarily maintain each CITY-impounded animal at the CITY's own facility while an attempt is made to contact the animal's owner is contacted and make arrangements are made for owner pick-up. If it is not possible to immediately identify and contact the animal's owner or if the animal's owner fails or refuses to pick-up the animal within 24 hours, the CITY shall then notify both the Dawson County Marshal's Office and the HUMANE SOCIETY to arrange for COUNTY pickup of the animal. The CITY shall allow two business days for COUNTY pick-up following notification (not counting the day of notification). If the COUNTY has not picked up the animal by noon on the second business day after notice, the CITY shall then provide one additional notice to the Marshal's Office and

HUMANE SOCIETY. If the COUNTY does not pick up the animal by 5pm on the second business day after initial notice, the CITY may dispose of the animal in accordance with its animal control ordinance and state law.

- b) After picking up any animal from the CITY pursuant to paragraph (a) above, the COUNTY shall deliver the animal to the HUMANE SOCIETY for care and treatment, under the conditions outlined in a separate agreement between the COUNTY and HUMANE SOCIETY. The COUNTY shall, for the benefit of all residents and businesses in the COUNTY (including those in the CITY limits), be responsible for all of its own costs in picking up animals from the CITY, and the COUNTY shall be responsible for paying all costs or fees charged by the HUMANE SOCIETY for animal shelter services provided to animals transported from the CITY to the HUMANE SOCIETY.
- c) The foregoing paragraphs (a) and (b) will not apply to dogs confiscated by the CITY under its dangerous and vicious dog ordinance.
- d) If, due to conditions such as extreme temperatures, lack of space at CITY facilities, or animal sickness or injury, the well-being of an animal would be substantially impacted by delay, the CITY shall request immediate or same-day transportation of the animal to the HUMANE SOCIETY. The COUNTY shall exercise good-faith efforts to comply with such a request.
- e) The CITY shall not "rehome" (adopt out) any impounded animals instead of arranging for transportation to the HUMANE SOCIETY.
- f) The HUMANE SOCIETY shall be authorized to charge its standard fees as a condition of redemption of any animal transferred from the CITY.

g) To the extent the COUNTY's care for CITY-impounded animals may be deemed the provision of animal control services within the boundaries of the CITY, the CITY hereby consents to the provision of these limited services for purposes of Article IX, Section II, Paragraph III(b) of the Georgia Constitution.

**6.**

~~**ADOPTION AND ENFORCEMENT OF PROGRESSIVE FINES FOR REPEAT ORDINANCE VIOLATORS:** To deter unnecessary taxpayer expense and discourage repeat violations of CITY ordinances that result in animal impoundment, the CITY shall adopt, maintain and consistently enforce throughout the term of this Agreement an ordinance that provides for progressively increasing fines for repeat violations of the CITY's animal control ordinances.~~

**COMPENSATION:** The COUNTY and the CITY both acknowledge receiving substantial benefits under this ~~Intergovernmental~~ Agreement for ~~a~~Animal ~~c~~Control enforcement as set forth herein. ~~The parties agree that the consideration and services provided by the CITY, in providing Animal Control services within the corporate limits of the CITY, offsets the consideration of the COUNTY, in paying all costs and fees charged by the HUMANE SOCIETY for Animal Shelter services provided to the CITY from tax revenue, and constitutes complete reimbursement for the same. The COUNTY shall, for the benefit of all residents and businesses in the COUNTY (including those in the CITY limits), be responsible for paying all costs or fees charged by the HUMANE SOCIETY for Animal Shelter services provided to the CITY and COUNTY whether the animal is impounded inside or outside of the CITY limits.~~

**67.**

**SEPARATE AGREEMENT:** The COUNTY and the HUMANE SOCIETY may enter into such separate agreement, if any, as they deem necessary apart from this ~~ANIMAL CONTROL IGA Agreement~~ so long as any such separate agreement does not conflict with any of the terms or conditions of this ~~ANIMAL CONTROL IGA Agreement~~.

**78.**

**OBLIGATIONS OF THE CITY:** The CITY shall devote sufficient time and effort to perform the services described in this Agreement and shall supply all tools, equipment, manpower, instruments, and other equipment required to perform the services set forth herein within the corporate limits of the CITY.

**98.**

**OBLIGATIONS OF THE COUNTY:** The COUNTY shall devote sufficient time and effort to perform the services described in this Agreement and shall supply all tools, equipment, manpower, instruments, and other equipment required to perform the services set forth herein outside of the corporate limits of the CITY. The COUNTY agrees to pay such costs or fees as may be negotiated between it and the HUMANE SOCIETY from time to time for Animal Shelter services provided on animals impounded and transferred to the HUMANE SOCIETY from the CITY and the COUNTY.

**109.**

**OBLIGATIONS OF HUMANE SOCIETY:** The HUMANE SOCIETY shall immediately accept any and all animals impounded by the CITY and the COUNTY that they transfer to the HUMANE SOCIETY for further housing and or placement. The HUMANE SOCIETY shall not charge the CITY for the transfer, acceptance, and/or further

housing of any animal transferred under this Agreement. The HUMANE SOCIETY may charge the COUNTY for the animal shelter services provided to animals transferred from the CITY and the COUNTY in such amounts as may be negotiated from time to time between the COUNTY and the HUMANE SOCIETY.

**11.**

**TERMINATION OF AGREEMENT:** Any party may terminate this Agreement at the end of each calendar year by providing written notice to the other party no later than October 1 of each calendar year. If one party terminates, the Agreement shall terminate as to all three parties. If this Agreement is not terminated in accord with the terms hereof, then the parties hereto hereby consent and agree that the Agreement shall expire at midnight on December 31, 2019 be renewed annually beginning January 1, 2020 and for a period of ten (10) five (5) years thereafter.

**12.**

**ENTIRE AGREEMENT:** This Agreement supersedes any and all Agreements, both oral and written, between the parties hereto regarding the rendering of aAnimal cControl and related services, and is the entire agreement between the parties. Each party acknowledges that no representation, inducement, promise, or agreement (written or oral) has been made by either-any party or by anyone acting on behalf of a party that is not embodied in this Agreement. Any modification of this Agreement shall be effective only if any such modification is in writing and properly executed by the parties hereto.

**13.**

**ADDITIONAL INSTRUMENTS:** The parties hereby agree to properly and promptly endorse, execute, and deliver any instrument or document necessary from time to time to effectuate the provisions of this Agreement.

**143.**

**AUTHORITY:** The undersigned parties agree that each party has the authority and permission to execute this Agreement and that this Agreement has been approved by **both** the CITY Council, the COUNTY Commission and the HUMANE SOCIETY Board of Directors. Further, the parties hereto hereby agree and acknowledge that each respective entity shall be responsible for ~~the~~its obligations as set forth herein.

**154.**

**DISCLOSURE AND VOLUNTARY EXECUTION:** Each party hereby declares that the foregoing Agreement has been read and each party declares a full understanding of the meaning and implication of each term, condition, promise, covenant, and representation. The parties hereto acknowledge that this Agreement is not the result of any fraud, duress, or undue influence, and each party acknowledges that the execution of this Agreement is a voluntary act that is free of any coercion or duress.

**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.

**[SIGNATURES PROVIDED ON THE FOLLOWING PAGE]**



DAWSON COUNTY, GEORGIA

ATTEST:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
County Clerk

DATE: \_\_\_\_\_, 2019.

\_\_\_\_\_  
[COUNTY SEAL]

CITY OF DAWSONVILLE, GEORGIA

ATTEST:

\_\_\_\_\_  
Mike Eason, Mayor

\_\_\_\_\_  
Beverly Banister, City Clerk

DATE: \_\_\_\_\_, 2019.

\_\_\_\_\_  
[CITY SEAL]

DAWSON COUNTY HUMANE  
SOCIETY, INC.

ATTEST:

\_\_\_\_\_  
~~Board of Directory, Chair~~ President

\_\_\_\_\_  
Corporate Secretary

DATE: \_\_\_\_\_, 2019.

\_\_\_\_\_  
[CORPORATE SEAL]



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 14

SUBJECT: PRESENTATION ON MAIN STREET PARK

CITY COUNCIL MEETING DATE: 02/18/2019

BUDGET INFORMATION: GL ACCOUNT # \_\_\_\_\_

Funds Available from: \_\_\_\_\_ Annual Budget \_\_\_\_\_ Capital Budget Other \_\_\_\_\_

Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund \_\_\_\_\_ General Fund

PURPOSE FOR REQUEST:

**PRESENT AND DISCUSS MAIN STREET PARK**

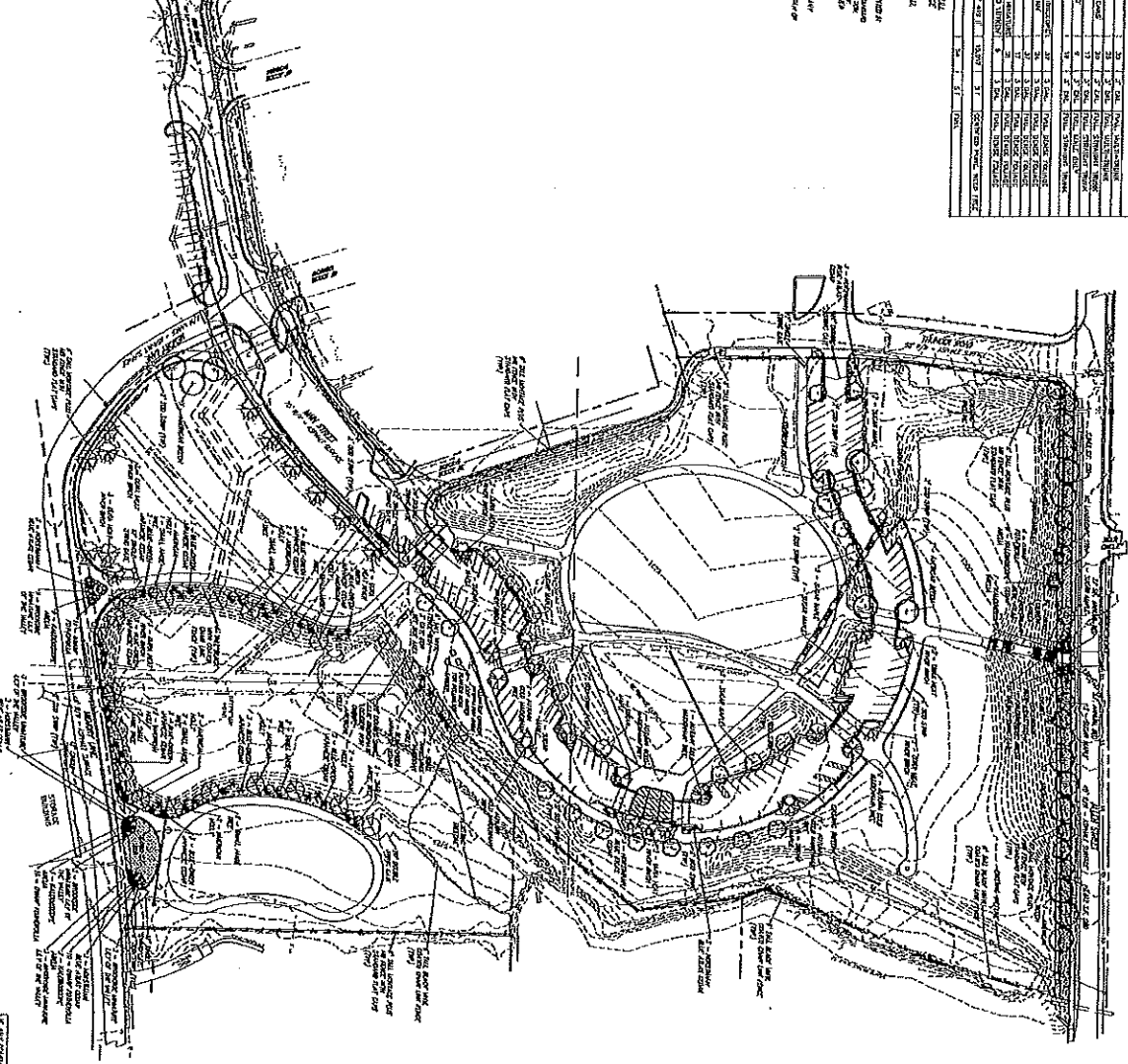
- **CONDIDITON OF ROAD & TRAILS BY SOUTHERN GEOTECH AND POTENTIAL CHANGE ORDER PRESENTED BY RODNEY CLARK WITH SOUTHERN GEOTECH & ALEX GLASS WITH TW PHILLIPS**
- **LANDSCAPE PLAN BY DAVIS ENGINEERING PRESENTED BY RACHEL BURTON WITH DAVIS ENGINEERING**

HISTORY/ FACTS / ISSUES:

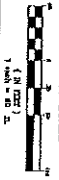
OPTIONS:

RECOMMENDED SAMPLE MOTION:

PRESENTED BY: Dana Miles, City Attorney



THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES OF THE STATE OF GEORGIA. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES OF THE STATE OF GEORGIA.

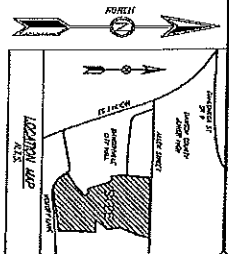


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**DWNEADEVELOPER**  
**CITY OF DAWSONVILLE**  
 415 HOBSONY 23 EAST, SUITE 100  
 DAWSONVILLE, GA 30534  
 PHONE: 706.866.5238  
 WWW.DAWSONVILLE-GA.GOV

**CONTACT**  
**MR. BOB BOLTZ**  
 PHONE: 706.866.5256  
 boboltz@dawsonville-ga.gov



| NO. | DATE     | DESCRIPTION |
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| 1   | 11-13-11 | REVISED     |
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**OVERALL LANDSCAPE PLAN**  
 DAWSONVILLE MAIN STREET PARK PHASE 1  
 135 MAIN STREET  
 DAWSONVILLE, GA 30534  
 LAND LOTS 443 & 444, 13TH DISTRICT, NORTH

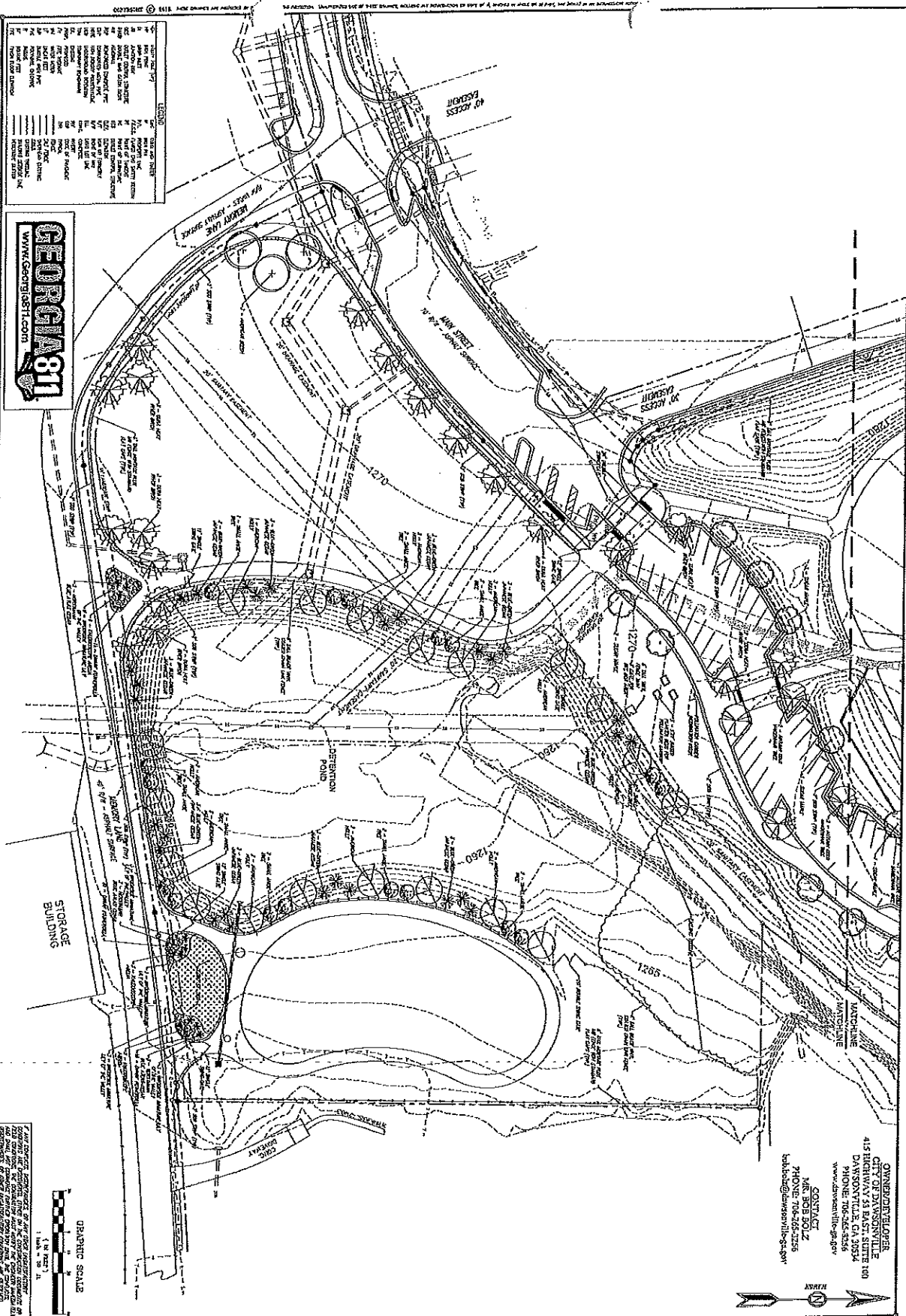
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**DES DAVIS**  
 1200 BIRCHWOOD BLVD  
 SUITE 110  
 DAWSONVILLE, GA 30534  
 706.866.5238  
 WWW.DAVISDESIGN.COM

**10/20/11**

</





**GEORGIA 811**  
 WWW.GEORGIA811.COM

FOR THE RECORD, THE DESIGNER HAS CONDUCTED VISUAL AND PHYSICAL ANALYSIS OF THE PROPOSED PROJECT AND HAS FOUND THAT THE PROPOSED PROJECT IS IN CONFORMANCE WITH THE DESIGN STANDARDS AND SPECIFICATIONS OF THE CITY OF DAWSONVILLE.

GRAPHIC SCALE  
 1" = 100' FEET

OWNER/DEVELOPER  
 CITY OF DAWSONVILLE  
 415 HIGHWAY 33 EAST, SUITE 100  
 DAWSONVILLE, GA 30534  
 PHONE: 706.726.1234  
 WWW.DAWSONVILLE-GA.GOV

CONTACT  
 MARK JOEL BOLZ  
 PHONE: 706.726.1234  
 EMAIL: mbolz@dawsonville-ga.gov

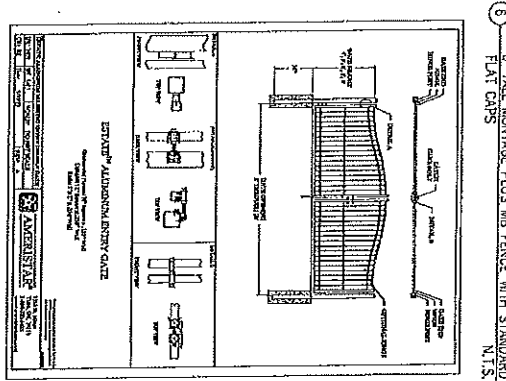
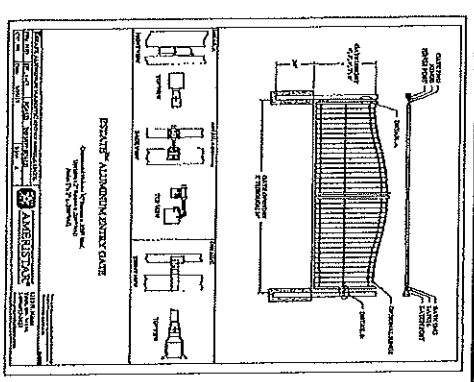
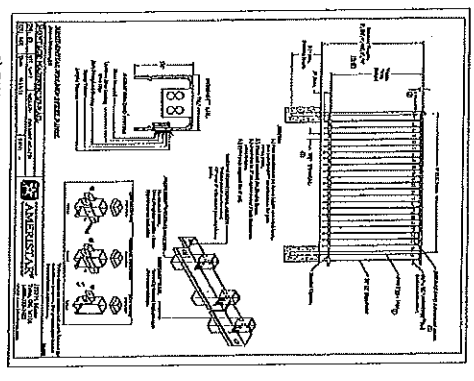
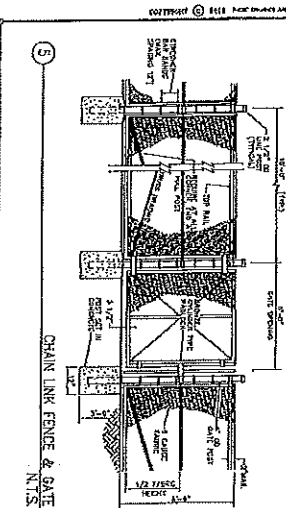
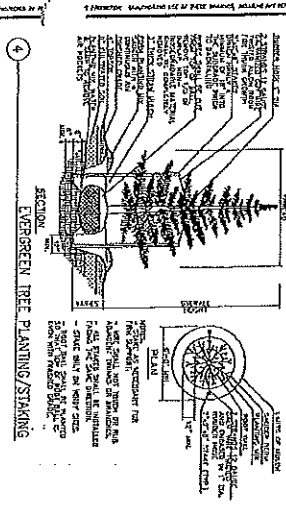
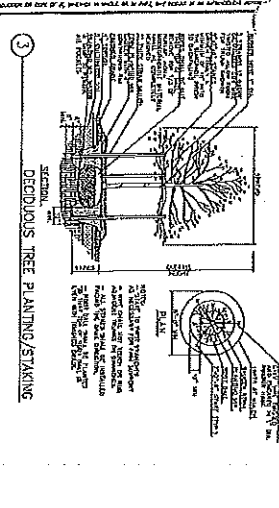
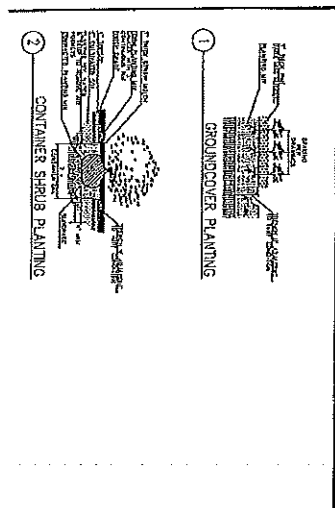
**LANDSCAPE PLAN**  
 DAWSONVILLE MAIN STREET PARK PHASE I  
 135 MAIN STREET  
 DAWSONVILLE, GA 30534  
 LAND LOTS 443 & 444, 13TH DISTRICT, NORTH

| REVISION | DATE     | DESCRIPTION          |
|----------|----------|----------------------|
| 1        | 11-13-14 | FINAL SUBMIT TO CITY |
| 2        | 11-26-15 | CITY COMMENTS        |



**IDES DAVIS**  
 125 HUNTERS LANE  
 DAWSONVILLE, GA 30534  
 PHONE: 706.726.1234  
 WWW.IDESDAVIS.COM

SHEET NO.  
 3 of 4  
 PROJECT NO.  
 2012-1461



**CONSTRUCTION DETAILS**

DANSONVILLE MAIN STREET PARK PHASE I  
 135 MAIN STREET  
 DANSONVILLE, GA 30534  
 LAND LOTS 443 & 444, 13TH DISTRICT, NORTH

| NO. | DATE     | REVISION             |
|-----|----------|----------------------|
| 1   | 11-11-11 | FINAL SUBMIT TO CITY |
| 2   | 11-11-11 | FOR COMMENTS         |

**IDS DAVIS**  
 1315 RICHMOND STREET  
 DANSONVILLE, GA 30534  
 PHONE: 706.785.1234  
 FAX: 706.785.1235  
 WWW.IDSDAVIS.COM

SHEET NO. **4 of 4**

PROJECT NO. **2018-1461**



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 15

---

SUBJECT: WATER/SEWER RATE STUDY PRESENTATION

DATE(s): 2/18/19 WORK SESSION \_\_\_\_\_ 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:

TO REVIEW AND DISCUSS WATER/SEWER RATE STUDY PRESENTED BY CHRIS POJE

---

HISTORY/ FACTS / ISSUES

---

OPTIONS:

---

RECOMMENDED SAMPLE MOTION:

---

DEPARTMENT: FINANCE DIRECTOR

REQUESTED BY: HAYDEN WIGGINS

**RATE STUDY**

**for the**

**CITY OF DAWSONVILLE, GEORGIA**

**JANUARY 2019  
PROJECT NO. 833.059**



**ATLANTA  
AUGUSTA  
ST. SIMONS ISLAND**



# RATE STUDY

for the

## CITY OF DAWSONVILLE, GEORGIA

JANUARY 2019  
PROJECT NO. 833.059

*Prepared by:*



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| <b>III.</b>  | <b>Existing Rate Structure.....</b>             | <b>4</b>  |
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## **I. Introduction**

Due to increased operating costs, the City of Dawsonville needs to adjust its water and sewerage rates and evaluate its water and sewer tap fees. The City also continues to construct improvements to its system which will increase annual costs and will require additional revenue. The most recent previous Rate Study was prepared in March 2016.

This study will analyze the cost of system operation and determine the unit cost of water production and wastewater treatment. Revenue projections will be developed based on current usage trends with current rates. Recommended rate revisions to meet projected annual costs will be presented. The study also includes recommended water and sewer tap fee revisions for the City's consideration.

## II. Cost of Water and Sewerage Service

According to the 2018 – 2019 Annual Budget and the amortization schedules for the existing debt service, the cost of the water and sewerage system excluding depreciation is \$1,373,074. A breakdown of this amount is shown below in Table II-1.

**Table II-1 – City of Dawsonville Water and Sewerage System Budget**

|              | <i>Expenses</i>    | <i>Interest</i>  | <i>Principal</i> | <i>Total</i>       |
|--------------|--------------------|------------------|------------------|--------------------|
| Water        | \$505,984          | \$32,331         | \$66,819         | \$605,134          |
| Sewer        | \$523,434          | \$78,235         | \$166,271        | \$767,940          |
| <b>Total</b> | <b>\$1,029,418</b> | <b>\$110,566</b> | <b>\$233,090</b> | <b>\$1,373,074</b> |

A breakdown of the existing revenue bonds and Georgia Environmental Finance Authority loan amounts is shown in the Appendix.

A tabulation of water billed versus water treated for December 2017 through November 2018 is also included in the Appendix. The total amount of water produced and purchased was 96,334,300 gallons, and the amount metered was 75,980,400 gallons. The unit cost for water produced and sold is shown below:

### A. Unit Cost of Water

The total amount of water sold was 75,980,400 gallons. Shown below in Table II-2 is the unit cost of water sold.

**Table II-2 – City of Dawsonville Water Unit Cost**

|                | <i>Gallons</i> | <i>Total Cost</i> | <i>Unit Cost /<br/>1,000 gallons</i> |
|----------------|----------------|-------------------|--------------------------------------|
| Water Sold     | 75,980,400     | \$605,134         | \$7.96                               |
| Water Produced | 96,334,300     | \$605,134         | \$6.28                               |

**B. Unit Cost of Wastewater Treatment**

The total amount of wastewater treatment billed to customers was 68,045,300 gallons. Shown on Table II-3 is the unit cost of wastewater treated.

**Table II-3 – City of Dawsonville Wastewater Unit Cost**

|                    | <i>Gallons</i> | <i>Total Cost</i> | <i>Unit Cost /<br/>1,000 gallons</i> |
|--------------------|----------------|-------------------|--------------------------------------|
| Wastewater Treated | 68,045,300     | \$767,940         | \$11.29                              |

### III. Existing Rate Structure

The existing water and sewer rates are shown below in Table III-1 and Table III-2, respectively.

**Table III-1 – City of Dawsonville Current Water Rates**

|                                    | <i>Residential</i> |                | <i>Commercial / Industrial</i> |                |
|------------------------------------|--------------------|----------------|--------------------------------|----------------|
|                                    | <i>Inside</i>      | <i>Outside</i> | <i>Inside</i>                  | <i>Outside</i> |
| 0 – 1,500 gallons                  | \$20.00            | \$29.90        | \$28.75                        | \$40.25        |
| 1,501 – 5,000 gallons (per 1,000)  | \$4.80             | \$6.90         | \$5.15                         | \$5.75         |
| 5,001 – 10,000 gallons (per 1,000) | \$5.15             | \$7.45         | \$5.75                         | \$6.30         |
| Over 10,000 gallons                | \$5.45             | \$8.05         | \$6.30                         | \$6.90         |

**Table III-2 – City of Dawsonville Current Sewer Rates**

|                                    | <i>Residential</i> |                | <i>Commercial / Industrial</i> |                |
|------------------------------------|--------------------|----------------|--------------------------------|----------------|
|                                    | <i>Inside</i>      | <i>Outside</i> | <i>Inside</i>                  | <i>Outside</i> |
| 0 – 1,500 gallons                  | \$23.00            | \$34.50        | \$57.50                        | \$69.00        |
| 1,501 – 5,000 gallons (per 1,000)  | \$6.30             | \$8.05         | \$8.05                         | \$8.60         |
| 5,001 – 10,000 gallons (per 1,000) | \$6.90             | \$8.60         | \$8.60                         | \$9.20         |
| Over 10,000 gallons                | \$7.45             | \$9.20         | \$9.20                         | \$10.90        |

The existing rates became effective in 2016.

Shown in Table III-3 is a summary of the 2018 – 2019 Water and Sewer Budget. As indicated the amount of user fees projected from the existing rate structure is \$1,461,500. When miscellaneous fees and fines are added, along with a transfer from reserves, total enterprise fund revenue is projected to be \$1,565,418.

**Table III-3 – 2018 – 2019 Budget Summary for Water and Sewer Enterprise Fund**

| <i>I. Revenue</i>               | <i>Amount</i>             |
|---------------------------------|---------------------------|
| Water Charges                   | \$648,000                 |
| Sewer Charges                   | \$756,000                 |
| Miscellaneous Fees and Fines    | \$57,500                  |
| Transfer from Reserves          | \$103,918                 |
| <b><i>Projected Revenue</i></b> | <b><u>\$1,565,418</u></b> |

| <i>II. Expenses</i>                                   | <i>Amount</i>             |
|---|---------------------------|
| Sewer Expenses  | \$523,434                 |
| Water Expenses  | \$505,984                 |
| Interest  | \$110,566                 |
| Amortization  | \$233,090                 |
| <b><i>Total Expenses (Excluding Depreciation)</i></b> | <b><u>\$1,373,074</u></b> |

## IV. Revenue Projections

In fiscal year 2017 – 2018 the City received \$1,389,333 in revenue from water and sewer fees. In 2018 – 2019, that figure is budgeted to increase 5.2%.

To determine water usage and accurately reflect the impact of possible rate revisions, billing records were analyzed. Tabulation and consumption summaries for each category are shown in the Appendix. Revenue projections with existing rates for the various user categories are shown below.

**Table IV-1 – Water and Sewer Revenue Projections**

| <i>Water Revenue – Residential Inside</i>              |                      |                     |                     |
|--|----------------------|---------------------|---------------------|
| <i>Gallons</i>   | <i>No. Customers</i> | <i>Average Bill</i> | <i>Total</i>        |
| 0 – 1,500  | 220                  | \$20.00             | \$4,400.00          |
| 1,500 – 5,000  | 707                  | \$27.04             | \$19,116.88         |
| 5,000 – 10,000   | 155                  | \$42.85             | \$6,641.47          |
| >10,000  | 15                   | \$68.90             | \$1,033.57          |
| <b>Total</b>   | <b>1,097</b>         |                     | <b>\$31,191.32</b>  |
| <i>Water Revenue – Residential Outside</i>             |                      |                     |                     |
| <i>Gallons</i>   | <i>No. Customers</i> | <i>Average Bill</i> | <i>Total</i>        |
| 0 – 1,500  | 13                   | \$29.90             | \$388.70            |
| 1,500 – 5,000  | 59                   | \$42.21             | \$2,490.37          |
| 5,000 – 10,000   | 24                   | \$65.11             | \$1,562.72          |
| >10,000  | 6                    | \$154.65            | \$927.92            |
| <b>Total</b>   | <b>102</b>           |                     | <b>\$5,369.71</b>   |
| <i>Water Revenue – Commercial / Industrial Inside</i>  |                      |                     |                     |
| <i>Gallons</i>   | <i>No. Customers</i> | <i>Average Bill</i> | <i>Total</i>        |
| 0 – 1,500  | 53                   | \$28.75             | \$1,523.75          |
| 1,500 – 5,000  | 48                   | \$35.22             | \$1,690.79          |
| 5,000 – 10,000   | 20                   | \$60.98             | \$1,219.59          |
| >10,000  | 44                   | \$315.56            | \$13,884.56         |
| <b>Total</b>   | <b>165</b>           |                     | <b>\$18,318.70</b>  |
| <i>Water Revenue – Commercial / Industrial Outside</i> |                      |                     |                     |
| <i>Gallons</i>   | <i>No. Customers</i> | <i>Average Bill</i> | <i>Total</i>        |
| 0 – 1,500  | 2                    | \$40.25             | \$80.50             |
| 1,500 – 5,000  | 4                    | \$47.78             | \$191.13            |
| 5,000 – 10,000   | 1                    | \$86.41             | \$86.41             |
| >10,000  | 0                    | ----                | ----                |
| <b>Total</b>   | <b>7</b>             |                     | <b>\$358.04</b>     |
| <b>Total Monthly Water Revenue</b>                     |                      |                     | <b>\$55,238.36</b>  |
| <b>Total Annual Water Revenue</b>                      |                      |                     | <b>\$662,860.34</b> |



| <i>Sewer Revenue – Residential Inside</i>              |                      |                     |                       |
|--|----------------------|---------------------|-----------------------|
| <i>Gallons</i>   | <i>No. Customers</i> | <i>Average Bill</i> | <i>Total</i>          |
| 0 – 1,500  | 186                  | \$23.00             | \$4,278.00            |
| 1,500 – 5,000  | 648                  | \$31.14             | \$20,178.46           |
| 5,000 – 10,000   | 152                  | \$53.52             | \$8,135.53            |
| >10,000  | 13                   | \$111.57            | \$1,450.41            |
| <b>Total</b>   | <b>999</b>           |                     | <b>\$34,042.40</b>    |
| <i>Sewer Revenue – Residential Outside</i>             |                      |                     |                       |
| <i>Gallons</i>   | <i>No. Customers</i> | <i>Average Bill</i> | <i>Total</i>          |
| 0 – 1,500  | 1                    | \$34.50             | \$34.50               |
| 1,500 – 5,000  | 4                    | \$47.08             | \$188.33              |
| 5,000 – 10,000   | ---                  | ---                 | ---                   |
| >10,000  | ---                  | ---                 | ---                   |
| <b>Total</b>   | <b>5</b>             |                     | <b>\$222.83</b>       |
| <i>Sewer Revenue – Commercial / Industrial Inside</i>  |                      |                     |                       |
| <i>Gallons</i>   | <i>No. Customers</i> | <i>Average Bill</i> | <i>Total</i>          |
| 0 – 1,500  | 48                   | \$57.50             | \$2,760.00            |
| 1,500 – 5,000  | 34                   | \$68.59             | \$2,332.21            |
| 5,000 – 10,000   | 18                   | \$106.38            | \$1,914.86            |
| >10,000  | 44                   | \$511.70            | \$22,514.76           |
| <b>Total</b>   | <b>144</b>           |                     | <b>\$29,521.83</b>    |
| <i>Sewer Revenue – Commercial / Industrial Outside</i> |                      |                     |                       |
| <i>Gallons</i>   | <i>No. Customers</i> | <i>Average Bill</i> | <i>Total</i>          |
| 0 – 1,500  | ---                  | ---                 | ---                   |
| 1,500 – 5,000  | 2                    | \$81.45             | \$162.91              |
| 5,000 – 10,000   | ---                  | ---                 | ---                   |
| >10,000  | ---                  | ---                 | ---                   |
| <b>Total</b>   | <b>2</b>             |                     | <b>\$162.91</b>       |
| <b>Total Monthly Sewer Revenue</b>                     |                      |                     | <b>\$63,949.96</b>    |
| <b>Total Annual Sewer Revenue</b>                      |                      |                     | <b>\$767,399.54</b>   |
| <b>Total Annual Water and Sewer Revenue</b>            |                      |                     | <b>\$1,430,259.88</b> |

As indicated the total projected water and sewer revenue based on average consumption from user fees is \$1,430,259.88 with existing rates, approximately \$26,000 more than budgeted revenue in 2018 – 2019, but less than required to service anticipated debt starting in FY 2020.

## V. Projected Annual Cost

The City is completing construction of water and sewerage system improvements. In Budget Year 2018-19, only two to three monthly payments of the resulting new loans are reflected. A full year's repayment will increase the amount of indebtedness in future budgets. A breakdown of the additional indebtedness is shown below.

| <i>Projected Debt Service Additions</i>        | <i>Loan Amount</i> | <i>Estimated Annual Payment</i> |
|--|--------------------|---------------------------------|
| GEFA 2014 Drinking Water SRF (1.71%, 20 years) | \$488,703          | \$28,872                        |
| GEFA 2015 Clean Water SRF (2.03%, 20 years)    | \$429,097          | \$26,171                        |
| GEFA 2017 Drinking Water SRF (0.5%, 20 years)  | \$500,506          | \$26,304                        |
| <b><i>Total Estimated Annual Payment</i></b>   |                    | <b><u>\$81,347</u></b>          |

Additionally, the City is repaying a Series 2014 Revenue Bond with a total annual repayment of \$320,240 in FY 2019-20.

Total coverage for indebtedness should be a minimum of 10%. Based on existing and future indebtedness, the amount of coverage should be \$40,159.

The projected future total costs for both water and sewerage service without an increase in expenses is shown below in Table V-1.

**Table V-1 – Projected Water and Sewerage System Costs**

|                                    | <i>Water</i>            | <i>Sewer</i>            | <i>Total</i>              |
|------------------------------------|-------------------------|-------------------------|---------------------------|
| Expenses                           | \$505,984               | \$523,434               | \$1,029,418               |
| Interest and Principal (Full Year) | \$139,719               | \$261,868               | \$401,587                 |
| Debt Service Coverage              | \$13,972                | \$26,187                | \$40,159                  |
| <b><i>Total</i></b>                | <b><u>\$659,675</u></b> | <b><u>\$811,489</u></b> | <b><u>\$1,471,164</u></b> |

The total additional revenue required over the 2018 – 2019 budget is approximately \$98,090, for a total revenue requirement of \$1,471,164. The increase required to cover the additional debt service is approximately 7%.

## VI. Possible Rate Adjustment

Since the total water and sewer revenue rate increase is only approximately 7%, the City may consider a single rate adjustment. A possible rate schedule for the adjustment is shown in Table VI-1.

**Table VI-1 – Possible Rate Adjustment**

| <i>Residential</i><br><i>Gallons</i> | <u>Water</u>  |                | <u>Sewer</u>  |                |
|--------------------------------------|---------------|----------------|---------------|----------------|
|                                      | <i>Inside</i> | <i>Outside</i> | <i>Inside</i> | <i>Outside</i> |
| 0 – 1,500                            | \$21.00       | \$31.00        | \$25.00       | \$37.50        |
| 1,501 – 5,000                        | \$5.00        | \$7.00         | \$7.00        | \$8.50         |
| 5,001 – 10,000                       | \$5.25        | \$7.50         | \$8.00        | \$9.50         |
| >10,000                              | \$5.50        | \$8.00         | \$9.00        | \$10.50        |

| <i>Commercial / Industrial</i><br><i>Gallons</i> | <u>Water</u>  |                | <u>Sewer</u>  |                |
|--|---------------|----------------|---------------|----------------|
|  | <i>Inside</i> | <i>Outside</i> | <i>Inside</i> | <i>Outside</i> |
| 0 – 1,500  | \$31.00       | \$42.00        | \$60.00       | \$75.00        |
| 1,501 – 5,000                                    | \$7.00        | \$7.00         | \$8.50        | \$10.00        |
| 5,001 – 10,000                                   | \$7.50        | \$7.50         | \$9.50        | \$11.00        |
| >10,000  | \$8.00        | \$8.00         | \$10.50       | \$12.00        |

Final revenue projections with the rate adjustment are as shown on the following pages. Provided miscellaneous revenues remain \$57,500 the total projected revenue with the adjustment, excluding water and sewer taps, will be approximately \$1,578,023.67. Details of projected revenue and average water and sewer bills for the increase are included in the Appendix.

**Table VI-2 – Water Revenue Projections After Adjustment**

| <i>Residential Inside</i>            |                      |                     |                     |
|--------------------------------------|----------------------|---------------------|---------------------|
| <i>Gallons</i>                       | <i>No. Customers</i> | <i>Average Bill</i> | <i>Total</i>        |
| 0 – 1,500                            | 220                  | \$21.00             | \$4,620.00          |
| 1,501 – 5,000                        | 707                  | \$28.33             | \$20,031.25         |
| 5,002 – 10,000                       | 155                  | \$44.67             | \$6,923.17          |
| >10,000                              | 15                   | \$71.16             | \$1,067.45          |
| <b>Total</b>                         | <b>1,097</b>         |                     | <b>\$32,641.86</b>  |
| <i>Residential Outside</i>           |                      |                     |                     |
| <i>Gallons</i>                       | <i>No. Customers</i> | <i>Average Bill</i> | <i>Total</i>        |
| 0 – 1,500                            | 13                   | \$31.00             | \$403.00            |
| 1,501 – 5,000                        | 59                   | \$43.49             | \$2,565.79          |
| 5,001 – 10,000                       | 24                   | \$66.64             | \$1,599.30          |
| >10,000                              | 6                    | \$155.96            | \$935.76            |
| <b>Total</b>                         | <b>102</b>           |                     | <b>\$5,503.85</b>   |
| <i>Commercial/Industrial Inside</i>  |                      |                     |                     |
| <i>Gallons</i>                       | <i>No. Customers</i> | <i>Average Bill</i> | <i>Total</i>        |
| 0 – 1,500                            | 53                   | \$31.00             | \$1,643.00          |
| 1,501 – 5,000                        | 48                   | \$39.80             | \$1,910.44          |
| 5,001 – 10,000                       | 20                   | \$74.03             | \$1,480.55          |
| >10,000                              | 44                   | \$397.80            | \$17,503.38         |
| <b>Total</b>                         | <b>165</b>           |                     | <b>\$22,537.37</b>  |
| <i>Commercial/Industrial Outside</i> |                      |                     |                     |
| <i>Gallons</i>                       | <i>No. Customers</i> | <i>Average Bill</i> | <i>Total</i>        |
| 0 – 1,500                            | 2                    | \$42.00             | \$84.00             |
| 1,501 – 5,000                        | 4                    | \$51.17             | \$204.68            |
| 5,001 – 10,000                       | 1                    | \$97.50             | \$97.50             |
| >10,000                              | ---                  | ---                 | ---                 |
| <b>Total</b>                         |                      |                     | <b>\$386.18</b>     |
| <b>Total Monthly Water Revenue</b>   |                      |                     | <b>\$61,069.27</b>  |
| <b>Total Annual Water Revenue</b>    |                      |                     | <b>\$732,831.18</b> |

**Table VI-3 – Sewer Revenue Projections After Adjustment**

| <i>Residential Inside</i>                   |                      |                     |                       |
|---|----------------------|---------------------|-----------------------|
| <i>Gallons</i>                              | <i>No. Customers</i> | <i>Average Bill</i> | <i>Total</i>          |
| 0 – 1,500                                   | 186                  | \$25.00             | \$4,650.00            |
| 1,501 – 5,000                               | 648                  | \$34.04             | \$22,060.51           |
| 5,001 – 10,000                              | 152                  | \$59.32             | \$9,017.25            |
| >10,000                                     | 13                   | \$128.18            | \$1,666.37            |
| <b>Total</b>                                | <b>999</b>           |                     | <b>\$37,394.13</b>    |
| <i>Residential Outside</i>                  |                      |                     |                       |
| <i>Gallons</i>                              | <i>No. Customers</i> | <i>Average Bill</i> | <i>Total</i>          |
| 0 – 1,500                                   | 1                    | \$37.50             | \$37.50               |
| 1,501 – 5,000                               | 4                    | \$50.79             | \$203.14              |
| 5,001 – 10,000                              | ---                  | ---                 | ---                   |
| >10,000                                     | ---                  | ---                 | ---                   |
| <b>Total</b>                                | <b>5</b>             |                     | <b>\$240.64</b>       |
| <i>Commercial/Industrial Inside</i>         |                      |                     |                       |
| <i>Gallons</i>                              | <i>No. Customers</i> | <i>Average Bill</i> | <i>Total</i>          |
| 0 – 1,500                                   | 48                   | \$60.00             | \$2,880.00            |
| 1,501 – 5,000                               | 34                   | \$71.71             | \$2,438.30            |
| 5,001 – 10,000                              | 18                   | \$112.62            | \$2,027.21            |
| >10,000                                     | 44                   | \$574.40            | \$25,273.47           |
| <b>Total</b>                                | <b>144</b>           |                     | <b>\$32,618.98</b>    |
| <i>Commercial/Industrial Outside</i>        |                      |                     |                       |
| <i>Gallons</i>                              | <i>No. Customers</i> | <i>Average Bill</i> | <i>Total</i>          |
| 0 – 1,500                                   | ---                  | ---                 | ---                   |
| 1,501 – 5,000                               | 2                    | \$89.48             | \$178.96              |
| 5,001 – 10,000                              | ---                  | ---                 | ---                   |
| >10,000                                     | ---                  | ---                 | ---                   |
| <b>Total</b>                                | <b>2</b>             |                     | <b>\$178.96</b>       |
| <b>Total Monthly Sewer Revenue</b>          |                      |                     | <b>\$70,432.71</b>    |
| <b>Total Annual Sewer Revenue</b>           |                      |                     | <b>\$845,192.49</b>   |
| <b>Total Annual Water and Sewer Revenue</b> |                      |                     | <b>\$1,578,023.67</b> |

As indicated this rate increase should provide approximate additional water revenue of \$69,970 and sewer revenue of \$77,793 over current rates, for a total increase of \$147,763.

## VII. Tap Fee Evaluation

An important component of water and sewerage system revenue is the fee schedule for new service connections. Utilities often charge to cover labor and material costs of meters and connections, administrative costs and, in many cases, the cost of providing capacity.

The City of Dawsonville's existing tap fee schedule varies by corresponding water meter size. Table VII-1 shows fees for connecting both the water and sewerage systems.

**Table VII-1 – Water and Sewer Tap Fee Schedule**

| <i>Meter Size</i> | <i>Water Connection</i> | <i>Sewer Connection</i> |
|-------------------|-------------------------|-------------------------|
| ¾"                | \$2,000                 | \$4,000                 |
| 1"                | \$2,500                 | \$5,000                 |
| 1½"               | \$5,000                 | \$6,000                 |
| 2"                | \$8,000                 | \$10,000                |
| 3"                | \$12,000                | \$15,000                |
| 4"                | \$20,000                | \$25,000                |
| 6"                | \$35,000                | \$40,000                |
| 8"                | \$60,000                | \$60,000                |

For comparison, overall fees (connection, tap, administrative and miscellaneous) for new water and sewerage service in other north Georgia communities were surveyed while preparing this study. A summary of three common water sizes and sewer connections are shown in comparison with Dawsonville's current fees in the following tables.

**Table VII-2 – Water Tap Fees**

| <i>System</i>                       | <i>¾" Water</i> | <i>2" Water</i> | <i>6" Water</i> |
|-------------------------------------|-----------------|-----------------|-----------------|
| Dawsonville                         | \$2,000         | \$8,000         | \$35,000        |
| Braselton                           | \$3,300         | \$18,575        | \$76,295+       |
| Cleveland                           | \$950+          | \$4,052+        | \$32,614+       |
| Cumming                             | \$1,600+        | \$10,000+       | \$68,200+       |
| Dahlonega                           | \$4,780+        | \$35,139+       | \$100,000+      |
| Demorest                            | \$1,300         | \$5,000         | ---             |
| Etowah Water and Sewerage Authority | \$3,580         | \$14,504+       | ---             |
| Jasper                              | \$1,250+        | TBD             | TBD             |
| Lumpkin County                      | \$2,200         | \$10,000        | \$45,000        |

*"+" = plus actual labor and material costs of installation*

**Table VII-3 – Sewer Tap Fees**

| <i>System</i>                       | <i>¾" Water</i> | <i>2" Water</i>                        | <i>6" Water</i> |
|-------------------------------------|-----------------|--|-----------------|
| Dawsonville                         | \$4,000         | \$10,000                               | \$40,000        |
| Braselton                           | \$3,550         | \$3,550x                               | \$3,550x        |
| Cleveland                           | \$990+          | \$3,676+                               | \$28,772+       |
| Cumming                             | \$5,000         | Calculated based on usage x multiplier |                 |
| Dahlonega                           | \$5,975+        | \$31,865+                              | \$100,000+      |
| Demorest                            | \$1,300         | \$2,500                                | \$5,000         |
| Etowah Water and Sewerage Authority | \$4,754         | \$4,757x                               | \$4,757x        |
| Jasper                              | \$1,250         | TBD                                    | TBD             |
| Lumpkin County                      | \$900           | \$1,500                                | \$1,500         |

*"+" = plus actual labor and material costs of installation*

*"x" = multiplied by number of equivalent dwelling units*

As indicated in the comparisons, the City's current tap fees trend to the median of fees for similar communities in north Georgia. The City may consider altering the fee schedule for larger meters in the future to include a usage factor or EDU multiplier for sewer connections. Once the cost of additional sewage treatment capacity can be established, we can assist the City with options for modifying this charge.



## **VIII. Summary**

The City needs to adjust its water and sewerage rates to meet present and future annual costs. In adjusting rates, a tiered structure should be maintained to encourage conservation at the higher consumption levels. Possible rate structures similar to current rates are proposed in this study for the City's consideration.

Future adjustments to the schedule of fees for new water and sewer taps should also be considered after the City's wastewater treatment capacity project is budgeted.

## APPENDIX

- A. **List of Current Debt**
- B. **Water Production and Supply**



**LIST OF CURRENT DEBT**



**List of Current Debt  
Water and Sewerage Systems**

**I. Combined Water and Sewer Revenue Bonds**

|                          |             |
|--------------------------|-------------|
| Series 2014              |             |
| Balance as of 6/30/2019: | \$3,615,000 |
| Amortization:            | 20 years    |
| Interest – Current Rate  | 2.0%        |
| – Maximum Rate           | 3.5%        |

|      | Principal | Interest  | Total     |
|------|-----------|-----------|-----------|
| 2020 | \$220,000 | \$100,240 | \$320,240 |
| 2021 | \$225,000 | \$96,390  | \$321,390 |
| 2022 | \$230,000 | \$91,890  | \$321,890 |
| 2023 | \$235,000 | \$86,830  | \$321,830 |
| 2024 | \$240,000 | \$81,190  | \$321,190 |

**II. GEFA/SRF Loans**

|                          | 2014 DWSRF<br>(Water) | 2015 CWSRF<br>(Sewerage) | 2017 DWSRF<br>(Meters) |
|--------------------------|-----------------------|--------------------------|------------------------|
| Balance 4/1/2019         | \$488,703             | \$429,097                | \$500,506              |
| Amortization             | 20 years              | 20 years                 | 20 years               |
| Interest Rate            | 1.71%                 | 2.03%                    | 0.50%                  |
| Estimated Annual Payment | \$28,872              | \$26,171                 | \$26,304               |

# WATER PRODUCTION AND SUPPLY



### Water Production and Supply Summary

| <i>Month and Year</i>             | <i>Spring (Gal)</i> | <i>Wells (Gal)</i> | <i>Purchased (Gal)</i> | <i>Total (Gal)</i> | <i>Sold to Customers (Gal)</i> |
|-----------------------------------|---------------------|--------------------|------------------------|--------------------|--------------------------------|
| December 2017                     | 2,785,200           | 4,072,500          | 938,000                | 7,795,700          | 5,403,403                      |
| January 2018                      | 2,806,700           | 4,197,800          | 738,000                | 7,742,500          | 6,331,771                      |
| February 2018                     | 2,583,800           | 4,057,100          | 1,775,000              | 8,415,900          | 5,562,972                      |
| March 2018                        | 2,901,600           | 4,476,500          | 29,000                 | 7,407,100          | 5,580,690                      |
| April 2018                        | 2,839,100           | 4,263,400          | 664,000                | 7,766,500          | 6,429,840                      |
| May 2018                          | 3,065,200           | 5,343,900          | 470,000                | 8,879,100          | 6,206,250                      |
| June 2018                         | 2,902,500           | 4,222,500          | 750,000                | 7,875,000          | 6,506,370                      |
| July 2018                         | 2,698,000           | 4,251,400          | 1,547,000              | 8,496,400          | 6,524,800                      |
| August 2018                       | 2,687,600           | 4,293,800          | 1,512,000              | 8,493,400          | 6,513,630                      |
| September 2018                    | 2,503,100           | 4,430,000          | 1,062,000              | 7,995,100          | 7,050,870                      |
| October 2018                      | 2,478,200           | 5,176,800          | 308,000                | 7,963,000          | 7,153,480                      |
| November 2018                     | 2,323,900           | 5,179,700          | ---                    | 7,503,600          | 6,716,320                      |
| <i>*Cut-off November 2018</i>     |                     |                    |                        |                    |                                |
| <b><i>Pumped</i></b>              |                     |                    |                        | <b>96,334,300</b>  |                                |
| <b><i>Billed (78.9%)</i></b>      |                     |                    |                        |                    | <b>75,980,400</b>              |
| <b><i>Non-Revenue (21.1%)</i></b> |                     |                    |                        |                    | <b>20,353,900</b>              |

| Revenue Model - Current Water             |            | Avg.<br>Consumption | Minimum<br>Volume | Rates | Incremental<br>Volume |
|---|------------|---------------------|-------------------|-------|-----------------------|
| Residential Inside<br>(W02, W12)          | 0-1500     | 792                 | 1,500             | 20.00 | 1,000                 |
|   | 1500-5000  | 2,967               | 1,500             | 4.80  | 1,000                 |
|   | 5000-10000 | 6,174               | 1,500             | 5.15  | 1,000                 |
|   | over 10000 | 11,166              | 1,500             | 5.45  | 1,000                 |
| Residential Outside<br>(W03, W13)         | 0-1500     | 913                 | 1,500             | 29.90 | 1,000                 |
|   | 1500-5000  | 3,284               | 1,500             | 6.90  | 1,000                 |
|   | 5000-10000 | 6,485               | 1,500             | 7.45  | 1,000                 |
|   | over 10000 | 17,870              | 1,500             | 8.05  | 1,000                 |
| Commercial Inside<br>(W04, W07, W08, W11) | 0-1500     | 420                 | 1,500             | 28.75 | 1,000                 |
|   | 1500-5000  | 2,757               | 1,500             | 5.15  | 1,000                 |
|   | 5000-10000 | 7,470               | 1,500             | 5.75  | 1,000                 |
|   | over 10000 | 48,101              | 1,500             | 6.30  | 1,000                 |
| Commercial Outside<br>(W05, W06)          | 0-1500     | 635                 | 1,500             | 40.25 | 1,000                 |
|   | 1500-5000  | 2,810               | 1,500             | 5.75  | 1,000                 |
|   | 5000-10000 | 9,133               | 1,500             | 6.30  | 1,000                 |
|   | over 10000 | -                   | 1,500             | 6.90  | 1,000                 |

|   |            | # of Customers | Average Bill | Monthly Rev  | Annual Revenue |
|---|------------|----------------|--------------|--------------|----------------|
| Residential Inside<br>(W02, W12)          | 0-1500     | 220            | \$ 20.00     | \$ 4,400.00  | \$ 52,800.00   |
|   | 1500-5000  | 707            | \$ 27.04     | \$ 19,116.88 | \$ 229,402.50  |
|   | 5000-10000 | 155            | \$ 42.85     | \$ 6,641.47  | \$ 79,697.64   |
|   | over 10000 | 15             | \$ 68.90     | \$ 1,033.57  | \$ 12,402.85   |
| Residential Outside<br>(W03, W13)         | 0-1500     | 13             | \$ 29.90     | \$ 388.70    | \$ 4,664.40    |
|   | 1500-5000  | 59             | \$ 42.21     | \$ 2,490.37  | \$ 29,884.40   |
|   | 5000-10000 | 24             | \$ 65.11     | \$ 1,562.72  | \$ 18,752.62   |
|   | over 10000 | 6              | \$ 154.65    | \$ 927.92    | \$ 11,135.05   |
| Commercial Inside<br>(W04, W07, W08, W11) | 0-1500     | 53             | \$ 28.75     | \$ 1,523.75  | \$ 18,285.00   |
|   | 1500-5000  | 48             | \$ 35.22     | \$ 1,690.79  | \$ 20,289.51   |
|   | 5000-10000 | 20             | \$ 60.98     | \$ 1,219.59  | \$ 14,635.08   |
|   | over 10000 | 44             | \$ 315.56    | \$ 13,884.56 | \$ 166,614.78  |
| Commercial Outside<br>(W05, W06)          | 0-1500     | 2              | \$ 40.25     | \$ 80.50     | \$ 966.00      |
|   | 1500-5000  | 4              | \$ 47.78     | \$ 191.13    | \$ 2,293.56    |
|   | 5000-10000 | 1              | \$ 86.41     | \$ 86.41     | \$ 1,036.95    |
|   | over 10000 | -              | \$ -         | \$ -         | \$ -           |

**Estimated Annual Revenue** \$ 662,860.34

**Total Monthly Consumption (gallons billed)** 6,306,629

**Total Annual Consumption (gallons billed)** 75,679,548

| Revenue Model - Proposed Water   |            | Avg.<br>Consumption | Minimum<br>Volume | Rates | Incremental<br>Volume |
|----------------------------------|------------|---------------------|-------------------|-------|-----------------------|
| Residential Inside<br>(W02, 12)  | 0-1500     | 792                 | 1,500             | 21.00 | 1,000                 |
|                                  | 1500-5000  | 2,967               | 1,500             | 5.00  | 1,000                 |
|                                  | 5000-10000 | 6,174               | 1,500             | 5.25  | 1,000                 |
|                                  | over 10000 | 11,166              | 1,500             | 5.50  | 1,000                 |
| Residential Outside<br>(W03, 13) | 0-1500     | 913                 | 1,500             | 31.00 | 1,000                 |
|                                  | 1500-5000  | 3,284               | 1,500             | 7.00  | 1,000                 |
|                                  | 5000-10000 | 6,485               | 1,500             | 7.50  | 1,000                 |
|                                  | over 10000 | 17,870              | 1,500             | 8.00  | 1,000                 |
| Commercial Inside<br>(W04, 07)   | 0-1500     | 420                 | 1,500             | 31.00 | 1,000                 |
|                                  | 1500-5000  | 2,757               | 1,500             | 7.00  | 1,000                 |
|                                  | 5000-10000 | 7,470               | 1,500             | 7.50  | 1,000                 |
|                                  | over 10000 | 48,101              | 1,500             | 8.00  | 1,000                 |
| Commercial Outside               | 0-1500     | 635                 | 1,500             | 42.00 | 1,000                 |
|                                  | 1500-5000  | 2,810               | 1,500             | 7.00  | 1,000                 |
|                                  | 5000-10000 | 9,133               | 1,500             | 7.50  | 1,000                 |
|                                  | over 10000 | -                   | 1,500             | 8.00  | 1,000                 |

|                     |            | # of Customers | Average Bill | Monthly Rev  | Annual Revenue |
|---------------------|------------|----------------|--------------|--------------|----------------|
| Residential Inside  | 0-1500     | 220            | \$ 21.00     | \$ 4,620.00  | \$ 55,440.00   |
|                     | 1500-5000  | 707            | \$ 28.33     | \$ 20,031.25 | \$ 240,374.94  |
|                     | 5000-10000 | 155            | \$ 44.67     | \$ 6,923.17  | \$ 83,078.08   |
|                     | over 10000 | 15             | \$ 71.16     | \$ 1,067.45  | \$ 12,809.34   |
| Residential Outside | 0-1500     | 13             | \$ 31.00     | \$ 403.00    | \$ 4,836.00    |
|                     | 1500-5000  | 59             | \$ 43.49     | \$ 2,565.79  | \$ 30,789.50   |
|                     | 5000-10000 | 24             | \$ 66.64     | \$ 1,599.30  | \$ 19,191.60   |
|                     | over 10000 | 6              | \$ 155.96    | \$ 935.76    | \$ 11,229.12   |
| Commercial Inside   | 0-1500     | 53             | \$ 31.00     | \$ 1,643.00  | \$ 19,716.00   |
|                     | 1500-5000  | 48             | \$ 39.80     | \$ 1,910.44  | \$ 22,925.23   |
|                     | 5000-10000 | 20             | \$ 74.03     | \$ 1,480.55  | \$ 17,766.63   |
|                     | over 10000 | 44             | \$ 397.80    | \$ 17,503.38 | \$ 210,040.61  |
| Commercial Outside  | 0-1500     | 2              | \$ 42.00     | \$ 84.00     | \$ 1,008.00    |
|                     | 1500-5000  | 4              | \$ 51.17     | \$ 204.68    | \$ 2,456.16    |
|                     | 5000-10000 | 1              | \$ 97.50     | \$ 97.50     | \$ 1,169.97    |
|                     | over 10000 | -              | \$ -         | \$ -         | \$ -           |

**Estimated Annual Revenue** \$ 732,831.18

**Total Monthly Consumption (gallons billed)** 6,306,629

**Total Annual Consumption (gallons billed)** 75,679,548



| Revenue Model - Current Sewer          |            | Avg.<br>Consumption | Minimum<br>Volume | Rates | Incremental<br>Volume |
|--|------------|---------------------|-------------------|-------|-----------------------|
| Residential Inside<br>(S02, S12)       | 0-1500     | 874                 | 1,500             | 23.00 | 1,000                 |
|  | 1500-5000  | 2,792               | 1,500             | 6.30  | 1,000                 |
|  | 5000-10000 | 6,228               | 1,500             | 6.90  | 1,000                 |
|  | over 10000 | 14,298              | 1,500             | 7.45  | 1,000                 |
| Residential Outside<br>(S03, S13)      | 0-1500     | 1,077               | 1,500             | 34.50 | 1,000                 |
|  | 1500-5000  | 3,063               | 1,500             | 8.05  | 1,000                 |
|  | 5000-10000 | -                   | 1,500             | 8.60  | 1,000                 |
|  | over 10000 | -                   | 1,500             | 9.20  | 1,000                 |
| Commercial Inside<br>(S04,S07,S08,S11) | 0-1500     | 605                 | 1,500             | 57.50 | 1,000                 |
|  | 1500-5000  | 2,878               | 1,500             | 8.05  | 1,000                 |
|  | 5000-10000 | 7,408               | 1,500             | 8.60  | 1,000                 |
|  | over 10000 | 51,633              | 1,500             | 9.20  | 1,000                 |
| Commercial Outside<br>(S05, S06)       | 0-1500     | -                   | 1,500             | 69.00 | 1,000                 |
|  | 1500-5000  | 2,948               | 1,500             | 8.60  | 1,000                 |
|  | 5000-10000 | -                   | 1,500             | 9.20  | 1,000                 |
|  | over 10000 | -                   | 1,500             | 10.90 | 1,000                 |

|   |            | # of Customers | Average Bill | Monthly Rev  | Annual Revenue       |
|---|------------|----------------|--------------|--------------|----------------------|
| Residential Inside<br>(S02, S12)          | 0-1500     | 186            | \$ 23.00     | \$ 4,278.00  | \$ 51,336.00         |
|   | 1500-5000  | 648            | \$ 31.14     | \$ 20,178.46 | \$ 242,141.53        |
|   | 5000-10000 | 152            | \$ 53.52     | \$ 8,135.53  | \$ 97,626.32         |
|   | over 10000 | 13             | \$ 111.57    | \$ 1,450.41  | \$ 17,404.94         |
| Residential Outside<br>(S03, S13)         | 0-1500     | 1              | \$ 34.50     | \$ 34.50     | \$ 414.00            |
|   | 1500-5000  | 4              | \$ 47.08     | \$ 188.33    | \$ 2,259.94          |
|   | 5000-10000 | -              | \$ 19.68     | \$ -         | \$ -                 |
|   | over 10000 | -              | \$ 13.68     | \$ -         | \$ -                 |
| Commercial Inside<br>(S04,S07,S08,S11)    | 0-1500     | 48             | \$ 57.50     | \$ 2,760.00  | \$ 33,120.00         |
|   | 1500-5000  | 34             | \$ 68.59     | \$ 2,332.21  | \$ 27,986.58         |
|   | 5000-10000 | 18             | \$ 106.38    | \$ 1,914.86  | \$ 22,978.28         |
|   | over 10000 | 44             | \$ 511.70    | \$ 22,514.76 | \$ 270,177.08        |
| Commercial Outside<br>(S05, S06)          | 0-1500     | -              | \$ 69.00     | \$ -         | \$ -                 |
|   | 1500-5000  | 2              | \$ 81.45     | \$ 162.91    | \$ 1,954.87          |
|   | 5000-10000 | -              | \$ 53.10     | \$ -         | \$ -                 |
|   | over 10000 | -              | \$ 36.10     | \$ -         | \$ -                 |
| <b>Estimated Annual Revenue</b>           |            |                |              |              | <b>\$ 767,399.54</b> |
| <b>Total Monthly Collection (gallons)</b> |            |                |              |              | <b>5,655,624</b>     |
| <b>Total Annual Collection (gallons)</b>  |            |                |              |              | <b>67,867,488</b>    |

| Revenue Model - Proposed Sewer         |            | Avg.<br>Consumption | Minimum<br>Volume | Rates | Incremental<br>Volume |
|--|------------|---------------------|-------------------|-------|-----------------------|
| Residential Inside<br>(S02, S12)       | 0-1500     | 874                 | 1,500             | 25.00 | 1,000                 |
|  | 1500-5000  | 2,792               | 1,500             | 7.00  | 1,000                 |
|  | 5000-10000 | 6,228               | 1,500             | 8.00  | 1,000                 |
|  | over 10000 | 14,298              | 1,500             | 9.00  | 1,000                 |
| Residential Outside<br>(S03, S13)      | 0-1500     | 1,077               | 1,500             | 37.50 | 1,000                 |
|  | 1500-5000  | 3,063               | 1,500             | 8.50  | 1,000                 |
|  | 5000-10000 | -                   | 1,500             | 9.50  | 1,000                 |
|  | over 10000 | -                   | 1,500             | 10.50 | 1,000                 |
| Commercial Inside<br>(S04,S07,S08,S11) | 0-1500     | 605                 | 1,500             | 60.00 | 1,000                 |
|  | 1500-5000  | 2,878               | 1,500             | 8.50  | 1,000                 |
|  | 5000-10000 | 7,408               | 1,500             | 9.50  | 1,000                 |
|  | over 10000 | 51,633              | 1,500             | 10.50 | 1,000                 |
| Commercial Outside<br>(S05, S06)       | 0-1500     | -                   | 1,500             | 75.00 | 1,000                 |
|  | 1500-5000  | 2,948               | 1,500             | 10.00 | 1,000                 |
|  | 5000-10000 | -                   | 1,500             | 11.00 | 1,000                 |
|  | over 10000 | -                   | 1,500             | 12.00 | 1,000                 |

|  |            | # of Customers | Average Bill | Monthly Rev  | Annual Revenue       |
|--|------------|----------------|--------------|--------------|----------------------|
| Residential Inside<br>(S02, S12)       | 0-1500     | 186            | \$ 25.00     | \$ 4,650.00  | \$ 55,800.00         |
|  | 1500-5000  | 648            | \$ 34.04     | \$ 22,060.51 | \$ 264,726.14        |
|  | 5000-10000 | 152            | \$ 59.32     | \$ 9,017.25  | \$ 108,206.98        |
|  | over 10000 | 13             | \$ 128.18    | \$ 1,666.37  | \$ 19,996.39         |
| Residential Outside<br>(S03, S13)      | 0-1500     | 1              | \$ 37.50     | \$ 37.50     | \$ 450.00            |
|  | 1500-5000  | 4              | \$ 50.79     | \$ 203.14    | \$ 2,437.70          |
|  | 5000-10000 | -              | \$ 19.75     | \$ -         | \$ -                 |
|  | over 10000 | -              | \$ 9.75      | \$ -         | \$ -                 |
| Commercial Inside<br>(S04,S07,S08,S11) | 0-1500     | 48             | \$ 60.00     | \$ 2,880.00  | \$ 34,560.00         |
|  | 1500-5000  | 34             | \$ 71.71     | \$ 2,438.30  | \$ 29,259.62         |
|  | 5000-10000 | 18             | \$ 112.62    | \$ 2,027.21  | \$ 24,326.53         |
|  | over 10000 | 44             | \$ 574.40    | \$ 25,273.47 | \$ 303,281.60        |
| Commercial Outside<br>(S05, S06)       | 0-1500     | -              | \$ 75.00     | \$ -         | \$ -                 |
|  | 1500-5000  | 2              | \$ 89.48     | \$ 178.96    | \$ 2,147.52          |
|  | 5000-10000 | -              | \$ 55.00     | \$ -         | \$ -                 |
|  | over 10000 | -              | \$ 45.00     | \$ -         | \$ -                 |
| <b>Estimated Annual Revenue</b>        |            |                |              |              | <b>\$ 845,192.49</b> |



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 16

SUBJECT: ETHICS ORDINANCE

CITY COUNCIL MEETING DATE: 02/18/2019

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 DISCUSS AND REVIEW THE ETHICS ORDINANCE**

HISTORY/ FACTS / ISSUES:

- DOCUMENT SENT TO MAYOR AND COUNCIL FOR REVIEW AND INPUT ON 01/10/19
- THE CITY IS A CITY OF ETHICS UNDER THE GMA PROGRAM
- CURRENT ORDINANCE REQUIRED UPDATING AND SHOULD BE CONSIDERED FOR ADOPTION WITH THE CHARTER AMENDMENTS JUST PASSED
- AFTER REVIEW, FIRST AND SECOND READINGS WITH REQUEST TO ADOPT WILL BE PRESENTED AT THE 03/04 AND 03/18 MEETINGS

OPTIONS:

RECOMMENDED SAMPLE MOTION:

PRESENTED BY: Dana Miles, City Attorney

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

**AN ORDINANCE TO AMEND THE ETHICS CODE OF THE CITY OF DAWSONVILLE SO AS TO CLARIFY THE PURPOSE AND SCOPE OF THE CODE OF ETHICS; TO CLARIFY DEFINITIONS, RESTRICTIONS, CONFLICTS OF INTERESTS, AND PENALTIES APPLICABLE TO CITY OFFICIALS AND CITY EMPLOYEES; TO CLARIFY THE RESTRICTIONS ON OUTSIDE EMPLOYEMENT; TO PROVIDE FOR THE QUALIFICATION OF MEMBERS TO THE ETHICS BOARD; TO PROVIDE FOR ALTERNATIVE MEANS OF REMOVAL OF OFFICERS AS PROVIDED FOR IN THE CITY CHARTER; TO PROVIDE THE PROCEDURE FOR HEARING COMPLAINTS REGARDING CITY OFFICIALS, INCLUDING THE FILING OF COMPLAINTS, THE SERVICE OF COMPLAINTS, AND THE PROCEDURE FOR HEARINGS; AND FOR OTHER PURPOSES.**

WHEREAS, the Mayor and Council of the City of Dawsonville find that the adoption of an amended Ethics Code is proper and appropriate to govern the conduct of its employees and officials in accordance with being a City of Ethics as designated by the Georgia Municipal Association;

WHEREAS, an Ethics Code and Ethics Board to administer it provide for accountability to the citizens of the City of Dawsonville; and

WHEREAS, the City Council desires to update its Code of Ethics to be consistent with the City charter, state law, and other ordinances of the City of Dawsonville.

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

SECTION 1.

The reservation of sections 2-84 through 2-109 of Article III, Division 2 is hereby repealed.

SECTION 2.

Sections 2-87 through 2-109 of Article III, Division 2 are hereby reserved.

SECTION 3.

Article III, Division 2 of the Code of the City of Dawsonville, Georgia, is hereby amended by repealing the existing Sections 2-75 through 2-81 in their entirety and adopting new Sections 2-75 through 2-86 as follows:

**Sec. 2-75. – Declaration of policy; scope.**

(a) It is the policy of the city that the proper operation of democratic government requires that public officials be independent, impartial and responsible to the people; that governmental decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, a code of ethics for all city officials is adopted. This code has the following purposes:

- (1) To encourage high ethical standards in official conduct by city officials;
- (2) To establish guidelines for ethical standards of conduct for all such officials by setting forth those acts or actions that are incompatible with the best interest of the city;
- (3) To require disclosure by such officials of private financial or other interest in manners that affect the city; and
- (4) To serve as a basis for disciplining those who refuse to abide by its terms.

(b) However, the provisions of this code of ethics shall not apply to political contributions, loans, expenditures, reports or regulation of political campaigns or the conduct of candidates in such campaigns which are governed by state law.

(c) The provisions of this code of ethics shall be applicable to all elected or appointed city officials as well as to city employees as set forth hereunder.

(d) Notwithstanding any provision herein to the contrary, state law and the City Charter shall be controlling in the event of an actual conflict with the provisions of this code of ethics. This ordinance shall be interpreted to supplement, and not replace, said provisions of state law and the City Charter.

**Sec. 2-76. – Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) City official, unless otherwise expressly defined does not include city employees but does mean all persons elected or appointed to be a city official, including the mayor, members of city council, municipal court judges, city manager, city clerk, and all other persons holding positions designated by the city charter, as amended. The term "city official" also includes all individuals, including city employees, appointed by the mayor and/or city council as

appropriate to city authorities, commissions, committees, boards, task forces, or other bodies which can or may vote or take formal action or make official recommendations to the mayor and/or city council.

(2) *Decision* means any ordinance, resolution, contract, franchise, formal action, or other matter voted on by the city council or other city board, commission, or authority, as well as the discussions or deliberations of the council, board, or commission which can or may lead to a vote or formal action by that body.

(3) *Employee* shall be any person who is a fulltime or part-time employee of the City of Dawsonville.

(4) *Immediate family* means the spouse, mother, father, grandparent, brother, sister, son, or daughter of any city official related by blood, adoption, or marriage. The relationship by marriage shall include in-laws.

(5) *Government or city* shall be construed to mean the City of Dawsonville, Georgia, government.

(6) *Substantial interest* means an interest, either directly or through a member of the immediate family, in another person or entity, where:

(a) The interest is ownership of five percent or more of the voting stock, shares or equity of the entity or ownership of \$5,000.00 or more of the equity or market value of the entity; or

(b) The person received funds from the other person or entity during the previous twelve month period, which equals or exceeds \$5,000.00 in salary, bonuses, commission, or professional fees, \$5,000.00 in payment for goods, products, or services, or ten percent of the recipient's gross income during that same period, whichever is less; or

(c) The person serves as a corporate officer or member of the board of directors or other governing board of a for-profit entity other than a corporate entity owned or created by the city council; or

(d) The person is a creditor, debtor, or guarantor of the other person or entity in an amount of \$5,000.00 or more.

#### **Sec. 2-77. – Restrictions on city officials.**

The city code of ethics places the following restrictions on city officials:

(a) No city official shall use such position to secure special privileges or exemptions for himself or herself or others, or to secure confidential information for any purpose other than official duties on behalf of the city.

(b) No city official, in any matter before the council or other city body, relating to a person or entity in which the official has a substantial interest, shall fail to disclose for the record such interest prior to any discussion or vote or fail to recuse himself or herself from such discussion or vote as applicable.

(c) No city official shall act as an agent or attorney for another in any matter before the city council or other city body.

(d) No city official shall directly or indirectly receive or agree to receive in any given month, any compensation, gift, reward, or gratuity, in any matter or proceeding connected with, or related to, the duties of his office that is in excess of the monthly compensation provided for in the Charter or Ordinances of the City of Dawsonville, except as may be provided by law, or that may reasonably tend to improperly influence them in the discharge of their official duties. This limitation is not intended to prohibit the acceptance of articles of negligible value which are distributed generally or to prohibit city officials from engaging in regular conduct of their private life that can be reasonably interpreted as disconnected from their public duties.

(e) No city official shall enter into any contract with, or have any interest in, either directly or indirectly, the city except as authorized by state law.

(1) This prohibition shall not be applicable to the professional activities for the city attorney in his or her work as an independent contractor and legal advisor on behalf of the city.

(2) This prohibition shall not be applicable to an otherwise valid employment contract between the city and a city official who is not elected, including, by way of example, a city manager, city administrator, or city clerk.

(f) All public funds shall be used for the general welfare of the people and not for personal gain.

(g) Public property shall be disposed of in accordance with state law.

(h) No city official shall solicit or accept other employment to be performed, or compensation to be received, while still a city official if the employment or compensation could reasonably be expected to impair such official's judgment or performance of city duties.

(i) If a city official accepts or is soliciting a promise of future employment from a person or entity who has a substantial interest in a person, entity or property which would be affected by any decision upon which the official might reasonably be expected to act, investigate, advise, or make a recommendation,

the official shall disclose the fact to the city council and shall recuse himself or herself and take no further action on matters regarding the potential future employer.

(j) No city official shall use city facilities, personnel, equipment, or supplies for private purposes, except to the extent such are lawfully available to the public.

(k) No city official shall grant or make available to any person any consideration, treatment, advantage, or favor, beyond that which it is the general practice to grant or make available to the public at large.

(l) A city official shall not directly or indirectly make use of, or permit other to make use of, official information not made available to the general public for the purpose of furthering a private interest.

(m) A city official shall not use his or her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to such official or persons within the official's immediate family, or those with whom the official has business or financial ties amount to a substantial interest.

(n) A city official shall not order any goods and service for the city without prior authorization for such expenditure. No city official shall attempt to obligate the city or give the impression of obligating the city without proper prior authorization.

(o) No city official shall draw or seek payment of travel funds or per diem from the city for attendance at meetings, seminars, training or other educational events and fail to attend such events without promptly reimbursing the city therefore.

(p) No city official shall attempt to unduly influence the outcome of a case before the Municipal Court of the City of Dawsonville nor shall any city official engage in ex parte communication with a municipal court judge of the City of Dawsonville on any matter pending before the Municipal Court of the City of Dawsonville.

**Sec. 2-78. – Conflict of interest for city officials.**

(a) A city official may not participate in a vote or decision on a matter affecting an immediate family or any person, entity, or property in which the official has a substantial interest.

(b) A city official who serves as a corporate officer or member of the board of directors of a nonprofit entity must disclose their interest in said entity to the mayor and council prior to participating in a vote or decision regarding funding of the entity by or through the city.



(c) A city official may not participate in a vote or decision on a matter in a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his official duties or which would tend to impair his independence of judgment or action in the performance of his official duties.

**Sec. 2-79. – Restrictions on employees; conflicts of interest; general ethics.**

The city code of ethics places the following restrictions on employees:

(a) All public funds shall be used for the general welfare of the people and not for personal economic gain.

(b) Public property shall be disposed of in accordance with state law.

(c) Acceptance of gifts, gratuities, special privileges:

(1) Employees shall not accept any gifts, loans, rewards, favors, or services that may reasonably tend to improperly influence them in the discharge of their official duties. This limitation is not intended to prohibit the acceptance of articles of negligible value which are distributed generally or to prohibit employees from accepting loans from regular lending institutions. It is particularly important that employees guard against relationships which might be construed as or give the appearance of favoritism, coercion, unfair advantage or collusion.

(2) Employees shall not use or attempt to use their positions to secure economic benefit or advantages, special privileges or exemptions for themselves or others including the use of knowledge obtained by through their employment or by virtue of their positions.

(3) Employees shall not accept employment or engage in any business or professional activity which they may reasonably expect would require or induce them to disclose confidential information acquired by them by reason of their official position.

(4) Employees shall not accept payment from outside sources for professional services (i.e., teaching, instructing, speaking engagements, consulting, honorariums) when such activities are done on city time or when such services pertain to the purchase or sale of city property.

(d) *Proprietorship of creations.* All plans, designs, reports, specifications, drawings, devices, inventions, and other items produced or created by employees during working hours of through the use of city facilities or equipment or at the request of the city shall be and become the sole property of the city.

(e) *Confidential information.* Employees shall not disclose confidential information gained by reason of their official position, nor shall they otherwise use such information for their personal gain or benefit.

(f) *Conflict of interest.*

(1) If an employee of the city is an officer, director, agent or member of, or owns interest any entity which is subject to the regulation of, or which has financial commitments with the city, they shall file a sworn statement to this effect with the city clerk.

(2) Employees shall not transact any business in their official capacity with any business entity of which he or she is an officer, director, agent, member, or in which he or she owns a controlling interest, excluding civic, charitable or religious organizations.

(3) Employees shall not have a personal investment in any enterprise which will create a conflict or a perceived conflict between their private interest and the public interest.

(g) *Political activity.*

(1) No person employed by the city shall either publicly or otherwise hold himself out as a candidate in any city election while holding employment with the city.

(2) City employees shall not take part in any political management or political campaigns in election of mayor or any member of the city council during any period of time for which he is expected to perform work or receive compensation from the city.

(3) No employee, official or other person shall solicit, orally or by letter, or be in any other manner concerned in obtaining any assessments, contributions, or services for any political party or candidate from any employee during his hours of duty, service, or work with the city.

(4) Employees shall not represent the city by wearing any uniform or portion thereof that is issued by the city while he is participating in any campaign at any time.

(5) The city in no way seeks to influence employees in their choice of party affiliations or candidates, recognizing that this is a matter for each person to decide. Therefore, nothing contained herein shall be construed to restrict the right of the employee to hold membership in and support a political party, to vote as he chooses, to express opinions on political subjects or candidates, to maintain political neutrality, to attend political

parties after work hours, or to campaign actively during off duty hours in all areas of political activity.

(6) Employees shall not utilize any city equipment or vehicles in support of any political campaign.

(h) Failure to comply with the provisions of this section will result in disciplinary action in accordance with the city personnel policy.

**Sec. 2-80. – Outside employment for employees.**

(a) City employment shall be considered to be the primary employment of all full-time employees. No employee may engage in outside employment which will interfere with the interests of city service or the operation of the city. Standards by which some employment is not acceptable include, but is not limited to:

(1) Illegal activity;

(2) Employment that by virtue of association will reflect upon the reputation of the city;

(3) High hazard or fatiguing work which might detract from or reduce city performance.

(b) Prior to beginning any regularly scheduled outside employment, employees will obtain specific written approval from their department head or the city manager on request forms which indicate the name of the outside employer, the nature of the work, hours of work, address and telephone number where the employee can be reached. Such information will become a part of the employee's official personnel record. Employees are required to obtain approval from their department head or the city manager for any change in any previously approved outside employment request.

(c) Any employee accepting or engaging in outside employment under the terms of this section shall make arrangements with the outside employer to be available to respond immediately to any emergency call of duty whenever the department head or the city manager shall determine that the employee's services are necessary.

(d) Employees sustaining injuries while engaged in outside employment are normally ineligible to receive benefits under the city's worker's compensation program.

(e) Failure to comply with the provisions of this section will result in disciplinary action in accordance with the city personnel policy.

**Sec. 2-81. – Ethics Board.**

(a) The Ethics Board shall consist of three persons. At least two members shall be residents of the City of Dawsonville. One member shall be appointed by the mayor, one member shall be appointed by the city council, and one member shall be appointed by the two above named Board members subject to approval by a majority of the city council. One of the three members of the Ethics Board shall be a member in good standing of the State Bar of Georgia and a resident of Dawson County.

(b) All members shall serve two-year terms.

(c) Members of the Ethics Board with any permit or rezoning application pending before the city, or with any pending or potential litigation against the city or the city official charged in the complaint shall be disqualified from serving on the Ethics Board for that complaint. An alternate member shall be selected by the two remaining members and approved by a majority of the council to replace the disqualified individual.

(d) Members of the Ethics Board may be removed by majority vote of the city council.

**Sec. 2-82. – Receipt of ethics complaints.**

(a) All ethics complaints against city officials shall be filed in writing with the Ethics Board on forms created and maintained by the City Clerk.

(b) All complaints shall be submitted and signed under oath, shall be legibly drawn and shall clearly address matters within the scope of this Article III, Division 2.

(c) Upon receipt of a complaint in proper form, the City Clerk shall serve a copy of the complaint to the Ethics Board and to the city official or officials charged in the complaint within no more than seven (7) calendar days from receipt of the complaint. Service may be by personal service, by certified mail, return receipt requested, or by statutory overnight delivery.

(d) Upon receipt of a complaint in proper form, the Ethics Board shall review it to determine whether the complaint is unjustified, frivolous, patently unfounded or fails to state facts sufficient to invoke the disciplinary jurisdiction of the city council. The Ethics Board shall be empowered to dismiss those complaints which are unjustified, frivolous, patently unfounded or which fail to state facts sufficient to invoke the disciplinary jurisdiction of the city council; provided, however, that a rejection of such complaint by the ethics committee shall not deprive the complaining party of any action he might otherwise have at law or in equity against the respondent government servant. For complaints not dismissed, the Ethics Board shall be empowered to collect evidence and

information concerning any complaint in a hearing and to add the findings and results of its hearing to the file containing such complaint.

(e) Upon completion of the hearing of a complaint, the Ethics Board shall be empowered to dismiss those complaints which are unjustified, frivolous, patently unfounded or which fail to state facts sufficient to invoke the disciplinary jurisdiction of the city council; provided, however, that a rejection of such complaint by the ethics committee shall not deprive the complaining party of any action he might otherwise have at law or in equity against the respondent government servant.

(f) The ethics committee shall be empowered to conduct investigations, to take evidence and hold hearings where provided for in the rules.

(g) The Ethics Board shall be empowered to adopt forms for formal complaints, subpoenas, notices, applications for reinstatement and any other written instruments necessary or desirable within its jurisdiction.

(h) The findings of the Ethics Board shall be submitted to the city council for action.

(i) To discourage the filing of ethics complaints solely for political purposes, complaints will not be accepted against a person seeking election as a city official, whether currently serving as a city official or not, from the date qualifying opens for the elected office at issue through the date the election results for that office are certified. The time for filing complaints will not run during this period. Properly filed complaints will be accepted and processed after the election results have been certified.

**Sec. 2-83. – Ethics hearings.**

(a) The Ethics Board shall hold a hearing on a complaint within sixty (60) days of the filing of the complaint with the city clerk. The hearing shall be conducted in accordance with the procedures and regulations that the Ethics Board establishes; provided, however, that at least one hearing shall include the taking of testimony and the cross-examination of available witnesses in accordance with due process.

(b) The city official who is the subject of the complaint and inquiry shall have the right to written notice of the hearing and allegation at least seven (7) days prior to the first hearing date, to be represented by counsel, to hear and examine the evidence and witnesses, and to oppose or try to mitigate the allegations. The city official subject to the inquiry shall have the right to submit, but shall not be required or obligated to submit, evidence and call witnesses.

(c) Any failure to strictly comply with any of the time deadlines in this section shall not invalidate any otherwise valid complaint or in any way affect the power or jurisdiction of the Ethics Board or the city council to act upon any complaint.

**Sec. 2-84. – Ethics Board determination, recommendation, and alternative actions.**

(a) Within seven (7) days of the final hearing held on a complaint, the Ethics Board shall render its decision on the proposed action to be taken regarding the city official by majority vote.

(b) Within seven (7) days of rendering of its decision, the Ethics Board shall provide its written recommendation for action to be taken regarding the city official to the Mayor and Council. This recommendation for action may include, but is not limited to, public reprimand of the official, censure of the official, request for resignation of the official, requiring repayment of any misappropriated funds or assets, removal of the official or such other action that the Ethics Board deems is appropriate to serve the ethical goals of this ordinance.

(c) Notwithstanding subsection (b), if removal is the recommended course of action proposed by the Ethics Board, the Ethics Board may alternatively, upon a majority vote, file a complaint and commence an action for removal of the city official in the Superior Court of Dawson County.

(d) The Ethics Board shall retain the right to file a complaint and commence an action for removal of the city official in the Superior Court of Dawson County, even if the original determination of the board is only to recommend removal to the Mayor and Council. In the event that the Mayor and Council either elects to take no action on the recommendation for removal or fails to take action on the recommendation for removal by initiating proper removal proceedings within thirty (30) days, the Ethics Board may convene a special meeting at the call of either the chairman or the two members of the Board for the purpose of determining whether to take further action on its original recommendation for removal by filing a complaint and commencing an action for removal of the city official in the Superior Court of Dawson County. Such subsequent filing of a complaint and commencement of an action for removal must be supported by a majority vote of the Board.

**Sec. 2-85. – Right to appeal.**

(a) Any city official or complainant adversely affected by the findings or recommendations of the Ethics Board and the subsequent decision by the city council may obtain judicial review of such decision as provided in this section.

(b) An action for judicial review may be commenced by filing an application for a writ of certiorari in the Superior Court of Dawson County within thirty (30) days after the decision of the city council on the findings or recommendations of the Ethics Board.

**Sec. 2-86. – Penalty.**

Any person violating any provision of this article shall be subject to a public reprimand or censure by the city council, a request for resignation by the city council, repayment of any funds or assets misappropriated from the city, and/or removal proceedings by the city council or the Superior Court of Dawson County, as provided for in the Charter of the City of Dawsonville.

SECTION 4.

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

SECTION 5.

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

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Jason Power, Council Member Post 3

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Mark French, Council Member Post 4

ATTESTED TO BY:

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Beverly Banister, City Clerk





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 17

SUBJECT: NICHE COLUMBARIUM AT MEMORIAL GARDENS

CITY COUNCIL MEETING DATE: 02/18/2019

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 DISCUSS PURCHASING NICHE COLUMBARIUMS TO PLACE AT MEMORIAL GARDENS FOR THE USE OF CREMATED REMAINS**

HISTORY/ FACTS / ISSUES:

**STATISTICS PROVIDED BY TED BEARDEN:**

- **IN 2017 IN DAWSON COUNTY: 65% CREMATIONS**
- **THE NATIONAL AVERAGE IN 2016: 52.2% CREMATIONS**
- **THE PROJECTED NATIONAL AVERAGE FOR 2035 IS 78.8%**

**TO START:**

**ONE (1) NICHE COLUMBARIUM HAS 80 NICHES  
PRE-CONSTRUSTED COLUMBARIUM AND DELIVERY IS \$15,750**

OPTIONS:

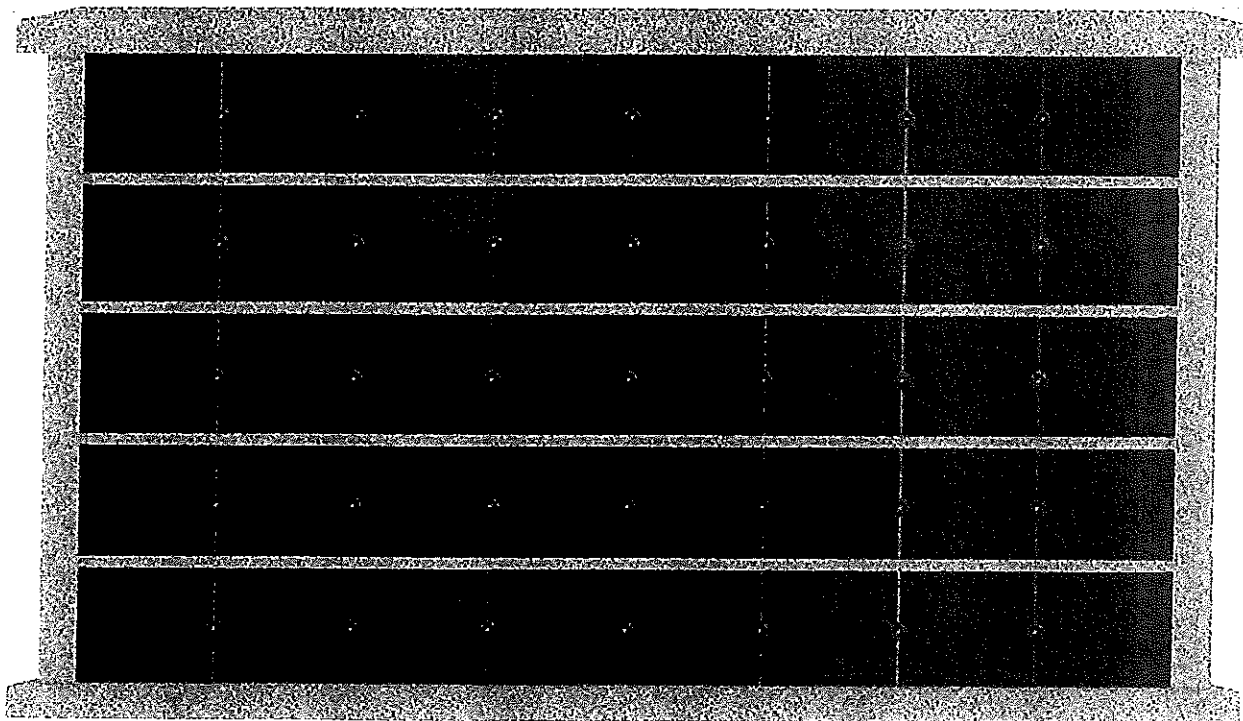
RECOMMENDED SAMPLE MOTION:

**STAFF RECOMMENDATION TO INCLUDE ON 2020 BUDGET**

PRESENTED BY: Trampas Hansard, Public Works Operations Manager

**80 Niche Columbarium – Double Sided**

**8FT 7IN LONG X 2FT 7IN WIDE X 6FT TALL**



**Pre-Constructed Columbarium and Delivery - \$15750**

**Additional Costs Of Installation**

**Concrete Foundation (Specs Will Be Provided)**

**Crane And Setting**

