

**AGENDA**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
**City Hall, G.L. Gilleland Council Chambers**  
**Monday, August 17, 2020**  
**5:00 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. Consent Agenda
  - a. Approve Minutes
    - Regular Meeting held August 3, 2020
  - b. Approve Coronavirus Relief Fund Resolution
  - c. Approve Ratification of Coronavirus Relief Fund Agreement Signed by Mayor Eason
  - d. Approve Lease Contract for Wide Format Printer/Scanner for P&Z Department
  - e. Approve Change Order for Modifications to Well #110

**BUSINESS**

8. FY 2020 SPLOST VI Budget Amendment
9. Millage Rate for Tax Year 2020

**WORK SESSION**

10. 53<sup>rd</sup> Annual Mountain Moonshine Festival Discussion
11. Operational Efficiency Study Discussion

**STAFF REPORTS**

12. Bob Bolz, City Manager
13. Hayden Wiggins, Finance Administrator

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

**ADJOURNMENT**

*The next scheduled City Council meeting is September 21, 2020*

*Those persons with disabilities who require reasonable accommodations in order to allow them to observe and/or participate in this meeting or who have questions regarding the accessibility of the meeting, should contact the Clerk at Dawsonville City Hall at 706-265-3256 at least two (2) business days prior to the meeting.*



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7

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SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 08/17/2020

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PURPOSE FOR REQUEST:

**CONSIDERATION AND APPROVAL OF ITEMS BELOW; SEE ATTACHED SUPPORTING DOCUMENTS**

- a. Approve Minutes
    - Regular Meeting held August 3, 2020
  - b. Approve Coronavirus Relief Fund Resolution
  - c. Approve Ratification of Coronavirus Relief Fund Agreement Signed by Mayor Eason
  - d. Approve Lease Contract for Wide Format Printer/Scanner for P&Z Department
  - e. Approve Change Order for Modifications to Well #110
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DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7a

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SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 08/17/2020

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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 HELD AUGUST 3, 2020**
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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**  
**CITY COUNCIL REGULAR MEETING**  
**VIA TELECONFERENCE**  
**Monday, August 3, 2020**  
**5:00 P.M.**

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1. **CALL TO ORDER:** Mayor Mike Eason called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Present were Councilmember John Walden, Councilmember Mark French, Councilmember Caleb Phillips, Councilmember Stephen Tolson, City Attorney Dana Miles, City Manager Bob Bolz, City Clerk Beverly Banister and Finance Administrator Hayden Wiggins.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember French.
4. **ANNOUNCEMENTS:** Mayor Eason reminded citizens to participate in the 2020 Census and stated our county is in the higher percentage of reporting compared to other counties. He announced early voting is going on through August 7, 2020 and election day is August 11, 2020. He encouraged everyone to wear a mask to help protect each other. He announced school will be opening August 7, 2020 and to watch for school children on the roads. The Moonshine Festival event application will be discussed at the City Council's work session on August 17, 2020.
5. **APPROVAL OF THE AGENDA:** Motion to remove item #7b from the agenda made by S.Tolson; second by J. Walden. Vote carried unanimously in favor.  
  
Motion to approve the agenda as amended made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** No comments from the public.
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a,c) made by M. French; second by C. Phillips. Vote carried unanimously in favor.
  - a. Approve Minutes
    - Regular Meeting and Work Session held July 20, 2020
  - c. Approve Extension of Design Guidelines Agreement with GMRC

**BUSINESS**

8. **MILLAGE RATE FOR TAX YEAR 2020 DISCUSSION:** Mayor Eason stated this item will be on the August 17, 2020 City Council meeting for a vote. Finance Administrator Wiggins reported he calculated the millage rate to be 8.51 mills and the recommendation is to roll it back for 2020.
9. **CARES ACT – CORONAVIRUS RELIEF FUND (CRF) GRANT EXPENDITURES:** Finance Administrator Wiggins reported on the grant funding and provided a list of expenditures in response to the COVID-19 pandemic.  
  
Motion to approve the expenditures to date and the proposed expenditures as presented for the CRF grant funding made by C. Phillips; second by M. French. Vote carried unanimously in favor.

**ADJOURNMENT:**

At 5:33 p.m. a motion to adjourn the meeting was made by S. Tolson; second by M. French. Vote carried unanimously in favor.

By: CITY OF DAWSONVILLE

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Mike Eason, Mayor

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Caleb Phillips, Councilmember Post 1

**MINUTES  
CITY COUNCIL REGULAR MEETING  
VIA TELECONFERENCE  
Monday, August 3, 2020  
5:00 P.M.**

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\_\_\_\_\_  
Stephen Tolson, Councilmember Post 2

\_\_\_\_\_  
John Walden Councilmember Post 3

\_\_\_\_\_  
Mark French, Councilmember Post 4

Attested: \_\_\_\_\_  
Beverly A. Banister, City Clerk



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7b

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SUBJECT: APPROVE CORONAVIRUS RELIEF FUND RESOLUTION

CITY COUNCIL MEETING DATE: 08/17/2020

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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 CORONAVIRUS RELIEF FUND RESOLUTION**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

**RECOMMEND APPROVAL**

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REQUESTED BY: Hayden Wiggins, Finance Administrator

**A RESOLUTION OF THE CITY OF DAWSONVILLE TO AUTHORIZE THE EXECUTION OF THE CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS AGREEMENT; TO AUTHORIZE THE ACCEPTANCE OF GRANT PAYMENTS, INCLUDING ALL UNDERSTANDINGS AND ASSURANCES CONTAINED WITHIN SUCH AGREEMENT; TO DIRECT AND AUTHORIZE THE PERSON IDENTIFIED AS THE OFFICIAL AS THE OFFICIAL REPRESENTATIVE OF THE CITY, OR THE DESIGNEE OF THE CITY TO ACT IN CONNECTION WITH THE GRANT APPLICATION; AND TO PROVIDE SUCH ADDITIONAL INFORMATION AS MAY BE REQUIRED.**

WHEREAS, in an effort to mitigate the effects of COVID-19, the United States government has made available grant funding through the Coronavirus Relief Fund (CRF) to the State of Georgia, which was established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act);

WHEREAS, Governor Brian P. Kemp has authorized the sharing of CRF allocations and disbursements in a phased, measureD approach with local governments across the State of Georgia;

WHEREAS, Governor Kemp has acknowledged the critical need that such CRF funding be released to local governments experiencing immediate need as quickly as possible and has directed the Governor's Office of Planning and Budget (OPB) to coordinate with local governments to achieve allocation and disbursement of such CRF funding;

WHEREAS, OPB has created and will administer a grant management system, Georgia CARES, which local governments, including the City shall utilize in order to receive allocations and disbursements of CRF funding; and

WHEREAS, the OPB and the State of Georgia, require formal, official action of the City governing authority to that the CRF funding may be disbursed to the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF DAWSONVILLE, GEORGIA:**

**Section 1. Execution of Coronavirus Relief Fund (CRF) Terms and Conditions.** The Mayor and Council hereby authorize the execution, delivery, and performance of the Coronavirus Relief Fund (CRF) Terms and Conditions (Agreement) in substantially the form attached hereto as a composite Exhibit A and the acceptance of payments, including all understandings and assurances contained herein.

**Section 2. Other Actions Authorized.** The City hereby directs and authorizes the Mayor of the City of Dawsonville or the designee of the Mayor to act in connection with the Grant application and to provide such additional information as may be required by OPB, federal, or state government.

**Section 3. City Attorney.** The City, by and through its governing authority, hereby acknowledges that it has had its legal counsel review the Agreement and that the members of the governing authority itself have reviewed the Agreement and further acknowledge that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

**Section 4. Repealer.** All motions, orders, ordinances, bylaws, resolutions, and parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer

shall not be construed as reviving any motion, order, ordinance, bylaw, resolution, or part thereof.

**Section 5. Effective Date; Severability.** This resolution shall become effective immediately, and should the Agreement have been executed by the Mayor or designee before the effective date of this resolution, then this resolution shall stand as an official act of the governing authority of the City approving of such execution of the Agreement. If any section, paragraph, clause, or provision hereof be held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect the remaining provisions hereof.

**PASSED, ADOPTED, SIGNED, APPROVED, and EFFECTIVE** this \_\_\_\_\_  
day of \_\_\_\_\_, 2020.

**CITY OF DAWSONVILLE, GEORGIA**

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

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

\_\_\_\_\_  
Stephen Tolson, Councilmember Post 2

\_\_\_\_\_  
John Walden, Councilmember Post 3

\_\_\_\_\_  
Mark French, Councilmember Post 4

Attest: \_\_\_\_\_  
Beverly A. Banister, City Clerk



**CORONAVIRUS RELIEF FUND (CRF)  
TERMS AND CONDITIONS**

## About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the State in the form of a grant to Grantee, a local unit of government, from the Coronavirus Relief Fund (CRF) established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within the grant management system administered by the Governor’s Office of Planning and Budget (“OPB”), GeorgiaCARES, to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

## 1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“CARES Act”** means the federal Coronavirus Aid, Relief, and Economic Security Act of 2020.
2. **“Coronavirus Relief Fund”** or **“CRF”** means the fund established within Section 601 of the Social Security Act, as added by Section 5001 of the CARES Act.
3. **“GeorgiaCARES”** means the grant management system administered by OPB to facilitate distribution of Coronavirus Relief Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant to the Grantee from the Coronavirus Relief Fund.
5. **“Grant Agreement”** or **“Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the Coronavirus Relief Fund Terms and Conditions and its incorporated documents.
6. **“Grantee”** means the undersigned local unit of government.
7. **“OPB”** means the Governor’s Office of Planning and Budget.
8. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
9. **“State”** means the State of Georgia.

## 2. General Requirements and Conditions

### 1.2 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation and provision of additional information, return of Grant funds, audit rights, records retention, public information and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

### 1.3 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. As required by law, a resolution, motion or similar action has been or will be duly adopted or passed as an official act of the Grantee's governing body, authorizing the execution of this Grant Agreement and the acceptance of payments, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the Grantee organization to act in connection with the Grant application and to provide such additional information as may be required.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

### 1.4 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB.

### 1.5 Performance Period

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The performance period for this Grant is from acceptance of this Grant Agreement to the liquidation date or December 30, 2020, whichever is earlier. All expenditures must be incurred and all services must be received within the performance period. The state will not be obligated to reimburse expenses incurred after the performance period and the Grantee shall return to OPB all funds received and not expended by the Grantee and approved by OPB on or before the performance period end date. A cost is incurred when the responsible unit of government has expended funds to cover the cost. The liquidation date for the Grant is predetermined by the State, see Section 6.7 for details.

### 1.6 General Responsibility

Per the CARES Act, CRF Grant funds may only be used to cover expenses that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 for the State or Grantee; and
3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of

Grant funds. The Grantee certifies compliance with this additional guidance by executing this Grant Agreement. Further explanation and examples can be found on Treasury's website at the following link: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>. Recipients of CRF Grant funds must also adhere to any applicable state statutes, rules, or regulations as applicable in the expenditure of these funds. In the event that one or more provisions of said applicable state statutes, rules, or regulations shall conflict with the applicable federal laws, rules, or regulations, the federal law, rule, or regulation shall control, however, in the event that the state statute, rule, or regulation is more restrictive it shall control.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement, including the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit C, which is attached hereto and incorporated for all purposes.

The Grantee is responsible for the integrity of the fiscal and programmatic management of the Grant project; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will maintain an appropriate Grant administration system to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for revenues, expenditures, assets and liabilities. This system shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations, including the reporting requirements outlined at <https://home.treasury.gov/system/files/136/IG-Coronavirus-Relief-Fund-Recipient-Reporting-Record-Keeping-Requirements.pdf>.

## 1.7 Amendments and Changes to the Grant Agreement

The state may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant project, adding funds to previously un-awarded cost items or categories, changing funds in any awarded cost items or category, de-obligating awarded funds or changing Grant officials. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to period of performance or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaCARES.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for initial payment and reimbursement as provided in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaCARES. Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and

shall become a part hereof as of the effective date of the rule, regulation or law.

### 1.8 Jurisdictional Cooperation

If the Grantee is a municipality, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to the county within which it exists or if Grantee is a county, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to a municipality within its geographical boundaries for eligible expenses. This may be accomplished in one of the following two ways:

1. By a Grant amendment, made by the state as described in Section 1.7, whereby funds are de-obligated from the Grantee and then added to previously un-awarded costs items or categories of the receiving jurisdiction's grant award; or
2. Upon written approval from the State and documentation of such approval in GeorgiaCARES, the Grantee may use funds pursuant to this Grant Agreement to subcontract with another political subdivision within its jurisdiction for eligible and necessary expenditures incurred due to the Coronavirus Disease 2019 (COVID-19) public health emergency. The Grantee is responsible for ensuring subcontractor eligibility, ensuring expenditures are appropriate, reporting expenditures in GeorgiaCARES and maintaining all required documentation.

### 1.9 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

### 1.10 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a notice of award, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Imposing sanctions;
2. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring its jurisdiction into compliance with the terms of this Grant Agreement.

If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund payments or reimbursements in a manner and timeframe as determined by OPB;

3. Requiring the Grantee to return or offset previous payments or reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous payments or reimbursements were made for allowable costs;
4. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
5. Disallowing claims for reimbursement;
6. Wholly or partially suspending or terminating the Grant;
7. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved;
8. Reducing the Grant award maximum liability of the state; or
9. Taking other remedies or appropriate actions.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

The State, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

### 1.11 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently

determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

### 1.12 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

### 1.13 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General<sup>1</sup> and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

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<sup>1</sup> See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.



#### 1.14 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the sState may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the disbursed Grant funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination, and any allowable costs determined by the State in its sole discretion to be reasonable and necessary to cost-effectively wind down the Grant. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

#### 1.15 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB , or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State may have by

operation of law.

#### 1.16 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

#### 1.17 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

#### 1.18 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

#### 1.19 System for Award Management (SAM) Requirements

The Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with 2 C.F.R. § 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986)

and Exec. Order 12689, 3 C.F.R. 235 (1989) that requires “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986) and Exec. Order 12689, 3 C.F.R. 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224, 3 C.F.R § 2001 Comp. p. 49077.

#### 1.20 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

#### 1.21 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee: Dawsonville city

Street Address

415 Hwy 53 East Suite 100

City

State

Zipcode

Dawsonville

Ga

30534

If to OPB: Governor’s Office of Planning and Budget

2 Capitol Square SW

Atlanta, Georgia 30334

[cares@opb.georgia.gov](mailto:cares@opb.georgia.gov)

#### 1.22 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages

caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

To the extent that the (1) Georgia State of Emergency relating to unlawful assemblage and violence, and (2) the Georgia Public Health States of Emergency relating to COVID-19, become more severe and lead to the impossibility to perform any obligation under this Grant Agreement, then riots and pandemic may be asserted as force majeure events.

### 1.23 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

## 3. Warranties

### 2.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled “Verification of Lawful Presence Within United States” and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled “Security and Immigration Compliance.” This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

### 2.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

### 2.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*

2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

#### 2.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

#### 2.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

#### 2.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### 2.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantee is subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

#### 2.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

## 2.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

## 2.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the expenditure of Grant funds in GeorgiaCARES. Financial documentation to support payment(s) shall be submitted in GeorgiaCARES no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement. Financial documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date, as provided in Section 6.7, or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

# 4. Property and Procurement Requirements

## 3.1 Property Management and Inventory

The Grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by the State. The Grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under the grant.

The Grantee must account for any real and personal property acquired with grant funds or received from the federal government in accordance with 2 C.F.R. § 200.310 through 200.316 and 200.329. This documentation must be maintained by the Grantee, according to the requirements listed herein, and provided to the State upon request, if applicable.

When original or replacement equipment acquired under this award by the Grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or the State, the Grantee must make proper disposition of the equipment pursuant to 2 C.F.R. § 200.

The Grantee will maintain specified equipment management and inventory procedures for equipment, including replacement equipment, whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures

include, but are not limited to:

1. The Grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and accepted documentation and shall be available to the State at all times upon request.
2. The Grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
3. The Grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

### 3.2 Procurement Practices and Policies

The Grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations.

In the event that the Grantee uses subcontractors or contractors, the Grantee shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable federal and state laws.

### 3.3 Contract Provisions Under Federal Awards

All contracts made by the Grantee under a federal award must contain the provisions outlined in 2 C.F.R. § 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and 79 F.R. 75871 “Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.”

## 5. Audit and Records Requirements

### 4.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs and performances related to this Grant Agreement.

### 4.2 Single Audit Requirements

Grantees that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOI.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

#### 4.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this grant agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant funds being withheld, other related requirements being imposed or other sanctions and penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

#### 4.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from the state under this grant agreement. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this grant agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this grant agreement pursuant to 2 C.F.R. § 200.333 and state law. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the



completion of this project's public objective; submission of the final expenditure report; or any litigation, dispute or audit. Records related to real property and equipment acquired with grant funds must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

## **6. Prohibited and Regulated Activities and Expenditures**

### **5.1 Prohibited Costs**

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department<sup>2</sup>:

1. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 4.1 all records and expenditures are subject to review.
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

### **5.2 Political Activities**

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying

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<sup>2</sup> See <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay any person to influence, or attempt to influence, an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient.

## **7. Financial Requirements**

### **6.1 Payments and Required Documentation**

Funding for this Grant Agreement is appropriated under the CARES Act, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are residentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 6.6.

Part One: Once a Grantee executes this Grant Agreement, the Grantee will be eligible to immediately request 30% of the total amount initially available to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. Grantee must submit documentation to OPB through the GeorgiaCARES portal to support the drawdown of the advance amount provided in Section 7 of this Grant Agreement. All documentation for Part One expenditures must be submitted to OPB as soon as practical and without unreasonable delay, but in no case later than the grant liquidation date of September, 1, 2020 as provided by Section 6.7 of this Agreement.

Part Two: After a Grantee has submitted all Part One documentation in GeorgiaCARES and such

documentation has been approved and accepted, the Grantee will be authorized to submit requests for reimbursement against the remaining 70% of the allocation available , up to the total amount provided by Section 8 of the Grant Agreement, to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaCARES prior to reimbursement, no request for reimbursement shall be accepted later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

The State may provide additional funds to Grantee beyond the total amount initially available to Grantee in Part One and Part Two above. Such provision of additional funding will be at the State’s discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office’s vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If sufficient progress is not made towards expenditure of advanced funds and/or the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

## 6.2 Interest Bearing Accounts

The Treasury guidance referenced in Section 1.6 states the following:

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government’s general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

The Grantee shall record any and all interest accrued on Grant funds while Grantee is holding said Grant funds and shall report any such interest to OPB. The Grantee shall either provide documentation showing that said interest was used for allowable costs or remit all unused interest to OPB no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

## 6.3 Reporting

The Grantee must provide adequate support for the expenditure of grant funds in GeorgiaCARES. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support Part One payment(s) must be submitted in GeorgiaCARES on a monthly basis, no later than 15 days after the end of each month but can be submitted more often. Financial

documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB and cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

#### 6.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to the commencement or after the termination of this Grant Agreement. The Grantee will pay contractors, vendors, suppliers, etc.

#### 6.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: Coronavirus Relief Fund Payments.

#### 6.6 Recapture of Funds

The discretionary right of the State to terminate under Section 1.14 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

#### 6.7 Liquidation Period

The grant liquidation dates are as follows:

1. The grant liquidation date for the advanced 30% of the allocation is September 1, 2020.
2. The grant liquidation date for the remaining 70% reimbursable portion is September 1, 2020.

## 6.8 Project Close Out

The State will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

The Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

## 8. Allocated Amount

Jurisdiction: Dawsonville city

Advance Amount: \$50,976.18

Total Amount: \$169,920.59

## 9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaCARES on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaCARES is an action of the Grantee.

1. Authorized User One – Authorized Representative of Grantee (Required)

Name: Mike Eason  
Title: Mayor  
Email: Mike.eason@dawsonville-ga.gov  
Phone Number: 7062653256

2. Authorized User Two (Optional)

Name:  
Title:  
Email:  
Phone Number:

**[EXHIBITS AND SIGNATURE PAGE FOLLOW]**

## Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments from the State of Georgia for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020), and the institutional, managerial and financial capability to ensure proper planning, management and completion of the project(s) contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation and certain testing entities, 44 U.S.C. § 12101-12213 (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction subagreements.
7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or

Exhibit A

**EXHIBIT "A"**

interests in real property acquired for project purposes regardless of federal participation in purchases.

8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the **Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)**, which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 and Exec. Order 11514, 3 C.F.R. 902 (1966-1970) ; (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. 117 (1977); (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of

Exhibit A

**EXHIBIT "A"**

16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000 as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 , "Audits of States, Local Governments, and Non-Profit Organizations."
23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

Exhibit A

**EXHIBIT "A"**



## **EXHIBIT B**

### **Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements**

#### **1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

#### **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Exec. Order 12549, 3 C.F.R. 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

- A. The Grantee certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification and

- (d) Have not within a three-year period preceding this application had one or more public transaction (federal state, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

- A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:
  - (a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the action that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);
  - (d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the Statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2) with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

#### 4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. §§ 85, 85.605, and 85.610.

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By: Mike Eason  
(Authorized Representative of Grantee)

Signature:   
Mike Eason (Jul 27, 2020 11:05 EDT)

Title: Mayor

Date: Jul 27, 2020

**EXHIBIT C**  
**Cares Act Coronavirus Relief Fund Eligibility Certification**

I, Mike Eason (Print Name), am the Mayor (Title) of Dawsonville city (“County”/“Municipality”) and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.
3. I acknowledge that pursuant to Section 4.4 of this Agreement, County/Municipality must keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with Section 601(d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury’s Inspector General, the Governor’s Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.
5. I acknowledge that County/Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County/Municipality has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County/Municipality’s proposed uses of the funds provided as grant payments from the State by federal appropriation under Section 601 of the Social Security Act will be used only to cover those costs that:
  - a. Are necessary expenditures incurred due to the public health emergency and governor’s disaster declaration on March 14, 2020, as amended, with respect to the Coronavirus Disease 2019 (COVID-19);
  - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
  - c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

9. I acknowledge that County/Municipality is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

By: Mike Eason  
(Authorized Representative of Grantee)

Signature:   
Mike Eason (Jul 27, 2020 11:05 EDT)

Title: Mayor

Date: Jul 27, 2020

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

MC  
ME

Exhibit A – Grantee Assurances

MC  
ME

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

MC  
ME

Exhibit C – CARES Act Coronavirus Relief Fund Eligibility Certification

**By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.**

By: Mike Eason  
(Authorized Representative of Grantee)

Signature:   
Mike Eason (Jul 27, 2020 11:05 EDT)

Title: Mayor

Date: Jul 27, 2020

SIGNATURE PAGE






# GeorgiaCares Terms and Conditions

Final Audit Report

2020-07-27

Created:	2020-07-24
By:	GeorgiaCARES DO NOT REPLY (grantcare_mgr@opb.georgia.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4UIEGZB-nJq1uQV_akHfqmCDw4CDJ9pC

## "GeorgiaCares Terms and Conditions" History

-  Document created by GeorgiaCARES DO NOT REPLY (grantcare\_mgr@opb.georgia.gov)  
2020-07-24 - 7:07:46 PM GMT- IP address: 52.243.144.88
-  Document emailed to Mike Eason (mike.eason@dawsonville-ga.gov) for signature  
2020-07-24 - 7:07:52 PM GMT
-  Email viewed by Mike Eason (mike.eason@dawsonville-ga.gov)  
2020-07-24 - 8:48:51 PM GMT- IP address: 107.77.233.231
-  Document e-signed by Mike Eason (mike.eason@dawsonville-ga.gov)  
Signature Date: 2020-07-27 - 3:05:21 PM GMT - Time Source: server- IP address: 192.34.175.172
-  Signed document emailed to GeorgiaCARES DO NOT REPLY (grantcare\_mgr@opb.georgia.gov) and Mike Eason (mike.eason@dawsonville-ga.gov)  
2020-07-27 - 3:05:21 PM GMT



POWERED BY  
Adobe Sign



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7c

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SUBJECT: APPROVE RATIFICATION OF CORONAVIRUS RELIEF FUND AGREEMENT  
SIGNED BY MAYOR EASON

CITY COUNCIL MEETING DATE: 08/17/2020

---

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

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

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

---

PURPOSE FOR REQUEST:

**APPROVE THE RATIFICATION OF THE CORONAVIRUS RELIEF FUND AGREEMENT SIGNED  
BY MAYOR EASON**

---

HISTORY/ FACTS / ISSUES:

**CRF TERMS AND CONDITIONS AGREEMENT WAS SIGNED BY MAYOR MIKE EASON ON  
07/27/2020 IN ORDER TO RECEIVE THE FIRST ROUND OF FUNDING FOR THE GRANT**

**\*\* AGREEMENT IS LOCATED IN AGENDA ITEM 7B AS "EXHIBIT A" IN THE RESOLUTION DOCUMENT**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

**RECOMMEND APPROVAL**

---

REQUESTED BY: Hayden Wiggins, Finance Administrator





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7d

---

SUBJECT: APPROVE LEASE CONTRACT FOR WIDE FORMAT PRINTER/SCANNER FOR P&Z DEPARTMENT

CITY COUNCIL MEETING DATE: 08/17/2020

---

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

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

Budget Amendment Request from Reserve: \_\_\_\_\_ SPLOST VI \_\_\_\_\_ General Fund

---

PURPOSE FOR REQUEST:

**TO APPROVE LEASE CONTRACT FOR WIDE FORMAT PRINTER/SCANNER FOR P&Z DEPARTMENT**

---

HISTORY/ FACTS / ISSUES:

- **VERBAL QUOTES WERE SOUGHT FOR PRINTER TO PURCHASE OR TO LEASE; BEST OPTION FOR THE CITY WAS TO LEASE THE PRINTER**
  - **AGREEMENT REVIEWED AND APPROVED BY LEGAL**
  - **FUNDS BUDGETED IN THE FY2021 GENERAL FUND BUDGET**
- 

OPTIONS:

---

RECOMMENDED SAMPLE MOTION:

**APPROVE AS REQUESTED**

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REQUESTED BY: Planning and Zoning Department



# SALES ORDER

P.O. Box 1548  
Gainesville, GA 30503

Customer PO: \_\_\_\_\_  
 Federal Tax ID# \_\_\_\_\_  
 Order Date: 06/30/2020  
 Sales Rep: Dean Snyder

DUPLICATING PRODUCTS, INC., BY ACCEPTANCE OF THIS AGREEMENT, AGREES TO FURNISH TO THE CUSTOMER, SUBJECT TO TERMS AND CONDITIONS HEREIN SPECIFIED, EQUIPMENT AND ACCESSORIES LISTED BELOW.

CUSTOMER INFORMATION BILL TO:			CUSTOMER INFORMATION SHIP TO (if different):		
CITY OF DAWSONVILLE 415 HIGHWAY 53 EAST #100 DAWSONVILLE, GA 30534			CITY OF DAWSONVILLE 415 HIGHWAY 53 EAST #100 DAWSONVILLE, GA 30534		
BILLING EMAIL	BILLING PHONE	MAIN CONTACT	PHONE	EMAIL	
stacy.harris@dawsonville-ga.gov	(706) 265-3256	Stacy Harris	(706) 265-3256	stacy.harris@dawsonville-ga.gov	
QTY	MODEL / DESCRIPTION		SERIAL NO.	UNIT PRICE	TOTAL
1	Canon imagePROGRAF TM-305 MFP T36				
Leasing Company		Lease Type	Lease Term	Lease Payment	
DPI		FMV 0 dn 15%	48	\$186.00	

NOTE: DELIVERY INCLUDES UP TO ONE HOUR OF PROFESSIONAL SERVICES PER MACHINE AT NO CHARGE. ADDITIONAL TIME IS AVAILABLE ON A CHARGEABLE BASIS.

WARRANTY
1 Year Parts and Labor Warranty from CANON

AUTOMATED METER COLLECTION:  Yes (initial)  
 if no, Email Address: \_\_\_\_\_

**MAINTENANCE PLAN:** **N/A see CANON 1 Year Standard Parts and Labor Warranty. Does not include supplies.**

METER TYPE	COST PER PRINT	PRINTS INCLUDED	BILLED	EXCESS PRINT COST	BILLED	METER READING
BLACK	n/a	0	Monthly	n/a		
COLOR	n/a	0	Monthly	n/a		

**INCLUDES:** ALL SERVICE AND SUPPLIES      **EXCLUDES:** PAPER & STAPLES

**TRADE IN:** \_\_\_\_\_

THIS IS A BINDING ORDER, not subject to cancellation. No modifications or additions thereto shall be binding upon the seller unless expressly consented to in writing by an officer of the Corporation. Title shall remain with seller until payment is made in full. Duplicating Products Inc., warrants that the goods covered by this order when delivered to buyer will be of merchantable quality and free from defects in workmanship and material for the period specified above under ordinary use and conditions. Duplicating Products, Inc. shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond its control, including without limitation strikes, lockouts, fires, embargoes, war, or other outbreaks of hostilities. Buyer understands that payments not made in accordance with specified terms will be subject to the current established service charges of Duplicating Products, Inc. This contract shall be governed by and construed according to the laws of the State where merchandise is to be delivered.

If the customer defaults hereunder: (1) Duplicating Products, Inc., in addition to other remedies, may repossess the equipment with notice; and (2) the Customer agrees to pay Duplicating Products, Inc., costs and expenses of collection and/or repossession, including the maximum attorney fee permitted by law, said fee not to exceed 25% of the amount then due. Purchaser warrants that all items listed herein as trade in equipment to be free and clear of all liens and encumbrances and purchaser further warrants he has authority to trade this equipment in for equipment listed hereon. MAINTENANCE PLAN covers all regular service calls during normal Duplicating Products Inc. operating hours (Monday through Friday 8:00am to 5:00pm). Service calls outside of those hours if available would be subject to additional charges. Coverage includes parts, labor, and supplies IF specified above, and only as specified above. Pricing and Term/Duration of agreement as specified above. Either party may terminate this Maintenance Plan at any time by giving 30 days written notice, in advance, to the other party. Duplicating Products Inc. reserves the right to review and adjust rates on an annual basis. All maintenance plans may be subject to minimum charges. Maintenance Plan also covers "Hotline" phone support for equipment issues. Network, workstation, and software support are not covered by a standard maintenance agreement and are chargeable on a per call or hourly basis. Agreement may be subject to cancellation in the event of late or non-payment, relocation, damage, abuse, negligence, or use of un-authorized parts, supplies or service.

Duplicating Products, Inc.

**X**  
 \_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Print Name and Title

\_\_\_\_\_  
 Date

**X**  
 \_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Print Name and Title

\_\_\_\_\_  
 Date

# DPI LEASING LLC

Established 2010

# EQUIPMENT LEASE AGREEMENT

Lease Number

### BILL TO INFORMATION

Full Legal Name of Lessee  
**CITY OF DAWSONVILLE**

Street Address/Post Office Box  
**415 HIGHWAY 53 EAST #100**

City State Zip Code  
**DAWSONVILLE GA 30534**

Contact  
**Stacy Harris**

Telephone Fax  
**(706) 265-3256 (706) 265-4214**

Vendor:  
**Duplicating Products, Inc.**  
 2305 CENTENNIAL DRIVE  
 POST OFFICE BOX 1548  
 GAINESVILLE, GA 30503

770.532.9932 - 800.633.8659 - 770.532.9604 (FAX)

### EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF LESSEE

Contact Name  
**Stacy Harris**

Street Address/Department  
**415 HIGHWAY 53 EAST #100**

City State Zip Code  
**DAWSONVILLE GA 30534**

Telephone Extension  
**(706) 265-3256**

**Dean Snyder**  
 Sales Representative

QUANTITY	ITEM DESCRIPTION	MODEL NUMBER	SERIAL NUMBER
1	Canon imagePROGRAF TM-305 MFP T36	TM-305 MFP T36	

LEASE TERMS	LEASE PAYMENT AMOUNT	ADVANCE PAYMENTS
Lease Commence Date _____	Monthly Payment of <b>\$186.00</b>	Payment for this amount must accompany Lease Application:
Term in months from Lease Commence Date _____ 48	Sales Tax <b>n/a</b>	<input type="checkbox"/> Security Deposit
Lease payment period is monthly unless otherwise indicated _____ Monthly	Total <b>\$186.00</b>	<input checked="" type="checkbox"/> Documentation Fee
		<input type="checkbox"/> Advance Payments
		<input type="checkbox"/> Tax
		Total

**END OF LEASE OPTIONS:**  
 Lessee shall have the following options at the end of the original term, provided the lease has not terminated early and no event of default under the lease has occurred and is continuing.  
 1. Purchase the equipment for the fair market value.  
 2. Renew the lease.  
 3. Return the equipment as provided in Paragraph 14 of this lease agreement.

THIS LEASE CONTAINS ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, ALL OF WHICH ARE MADE A PART OF THIS LEASE.

### PERSONAL GUARANTY

The undersigned guarantors jointly and severally unconditionally guarantee the prompt payment when due of each monthly remittance payment due and payable under the foregoing Lease Agreement. To enforce the liability of guarantors hereunder, Lessor shall not be required, first to (a) give guarantors notice if Lessee's default; (b) repossess the equipment or (c) attempt to enforce the liability of Lessee under the Lease Agreement. Lessor may from time to time accept late payments of Lease and may extend the terms of the Lease Agreement without defeating or diminishing his continuing guaranty. The Guarantors acknowledge that execution of the guaranty is a material part of the consideration upon which Lessor relies in consummating this Lease Agreement and that this guaranty is executed as an inducement to the Lessor to consummate the Lease Agreement.

By: \_\_\_\_\_  
 X \_\_\_\_\_  
 Signature Date

### TERMS AND CONDITIONS

- LEASE. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the personal property described above upon the terms and conditions set forth herein (such property together with all replacements, repairs and additions incorporated therein or affixed thereto being referred to herein as "Equipment").
- TERM. The term of this Lease with respect to each item of Equipment shall begin on the date it is accepted by Lessee and shall continue for the number of consecutive months shown above from the Lease commencement date unless earlier terminated as provided herein.
- LEASE shall be payable in installments each in the amount of the basic Lease payment set forth above plus any applicable sales tax or use tax.

Dated _____	Dated _____
Lessee (Full Legal Name - Same As Above)	<b>DPI Leasing, LLC.</b>
X _____	X _____
Signature/Title	Signature/Title

### DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned hereby certifies that all the equipment described in the equipment lease between DPI Leasing, LLC. and the undersigned, dated \_\_\_\_\_ 20 \_\_\_\_\_ has been furnished, that delivery and installation of this equipment has been fully completed as required, with the delivery date being the date of this certificate, and that it has been accepted by the undersigned as satisfactory. Further, all conditions and terms of said equipment lease have been reviewed and acknowledged

X \_\_\_\_\_  
 Signature Date

4. SECURITY DEPOSIT. Lessor may apply any security toward any obligation of Lessee hereunder and shall return any unapplied balance to Lessee, without interest upon satisfaction of Lessee's obligations. The Lessor may commingle the security deposit with its other funds. In the event that the Lessor applies the security deposit to satisfy an obligation of Lessee shall immediately replace any portion of the security deposit so applied by Lessor.
5. WARRANTIES. Lessee agrees that it has selected each item of Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSOR MAKES NO WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT. Lessee agrees to make the rental and other payments required hereunder without regard to the condition of the Equipment and to look only to person other than Lessor such as the manufacturer, vendor, or carrier thereof should any item of Equipment for any reason be defective. So long as no Event of Default has occurred and is continuing. Lessor agrees, to the extent they are assignable, to assign to Lessee, without any recourse to Lessor, any warranty received by Lessor. SUPPLIER IS NOT AN AGENT OF LESSOR, AND LESSEE SHALL HAVE NO RIGHT TO RELY ON STATEMENTS OR REPRESENTATIONS MADE BY SUPPLIER. Lessor assumes no responsibility for the installation, adjusting, or servicing of the agreement.
6. TITLE. Title to the Equipment and security interests shall at all times remain in Lessor, and Lessee at its expense shall protect and defend the title of Lessor and keep it free of all claims and liens and security interests other than the rights and security interests created by or arising through Lessor. The Equipment shall remain personal property regardless if its attachment to realty and Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interests in the Equipment as a result of its attachment to realty, and to immediately notify the third party of Lessor's claims, lien, or security interest.
7. LAWS AND TAXES. Lessee shall comply with all laws and regulations relating to the Equipment and its use. Upon request by Lessor, Lessee shall prepare and file all tax returns relating to taxes for which Lessee is responsible hereunder which Lessee is permitted to file under the laws of the applicable taxing jurisdiction. As a standard practice, Lessor pays applicable property taxes.
8. INDEMNITY. Lessor and Lessee hereby indemnify and agree to the other Lessor harmless from any and all liability and expense arising out of the ordering, leasing, ownership, use, condition, or operation of each item of Equipment during the term of this Lease, including liability for death or injury to persons, damage to property, strict liability under the laws of judicial decisions, and legal expenses in defending any claims brought to enforce any such liability or expense, but excluding any liability for which Lessee is not responsible under paragraph 7.
9. LESSEE'S ASSIGNMENT AND REMOVAL. Without Lessor's prior written consent, Lessee will not sell, assign, sublet, lease, or otherwise encumber or permit a lien arising through to exist on or against any interest in this Lease Agreement or the Equipment or REMOVE THE EQUIPMENT FROM ITS LOCATION REFERRED TO ABOVE. Lessor may assign its interest in this Lease Agreement and sell or grant a security interest in all or any part of the Equipment without Lessee's consent. Lessee agrees not to assert any assignee of Lessor any claim or defense Lessee may have against Lessor.
10. INSPECTION. Lessor may inspect the Equipment at any time and from time to time during regular business hours.
11. REPAIRS AND USE. Lessee will use the Equipment with due care and for the purpose for which it is intended. All such parts when furnished shall immediately become the property of Lessor and part of the Equipment for all purposes hereof.
12. LOSS OR DAMAGE. In the event of any item of Equipment shall become lost, stolen, missing, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Equipment, Lessee shall promptly pay Lessor (a) the amount of all rent and other amounts payable by Lessee hereunder with respect to such item due but unpaid at the date of such payment plus (b) the amount of all unpaid rent with respect to such item for the balance of the term of this Lease Agreement not yet due at the time of such payment (c) twice the amount of any investment tax credit recaptured by Lessor on account of early disposition of such item plus (d) \$500.00 of the original cost of such item to Lessor, which represents liquidated damages or compensation for loss of Lessor's anticipated residual value. Upon payment of such amount to Lessor such item shall become the property of Lessee. Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title, and interest therein, the rent with respect to such item shall terminate, and the basic rental payments on the remaining items shall be reduced accordingly. Lessee shall pay any sales and use taxes due on such transfer. Any insurance or condemnation proceeds received shall be credited to Lessee's obligation under this paragraph and Lessor shall be entitled to any surplus.
13. INSURANCE. Lessor shall be under no duty to ascertain the existence of or to examine such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof.
14. RETURN OF EQUIPMENT. Upon the expiration of this Lease, the Lessee will immediately allow Lessor access to premises for the pick-up of the Equipment by Lessor in the same condition as when delivered to Lessee, ordinary wear and tear excepted. If equipment has been relocated, Lessee will immediately deliver the Equipment to such location within the continental United States as Lessor shall designate. Lessee shall pay all transportation and other expenses relating to such delivery.
15. DOCUMENTATION REQUIREMENTS. Lessee will promptly execute and deliver to Lessor such further documents and takes such a further action as Lessor may request in order to more effectively carry out the intent and purpose of this Lease Agreement, including the execution and delivery of appropriate financing statements to fully protect Lessor's intent hereunder in accordance with the Uniform Commercial Code or other applicable law. Lessee authorizes Lessor to file at Lessor's option the informational financing statements to fully protect Lessor's interest hereunder in accordance with the Uniform Commercial Code or other applicable law. Lessee authorizes Lessor to file at Lessor's option the informational financing statements without Lessee's signature and, if a signature is required by law, Lessee appoints Lessor at Lessee's attorney-in-fact to execute such financing statements. Lessee further agrees to pay Lessor stated Documentation Fee to cover the expense of originating the Lease. Notwithstanding any other provision herein, the Lessee shall reimburse the Lessor for all expenses incurred by Lessor on account of the Lessor or Lessee protecting the Lessor's interest in the Equipment by means of appropriate documentation and filing, including fixture, searchers, and other procedures.
16. COLLECTION CHARGES. If any installment of basic rent is not paid when due, Lessor may impose a late charge of \$15.00 per month/per payment, commencing one month after the due date of the first delayed payment but in any event not more than permitted by applicable law. Payments thereafter received shall be applied first to delinquent installments and charges and then to current installments. Lessee agrees to pay Lessor a collection call charge of \$15.00 to compensate Lessor for time and expense of making such call. If for any reason Lessee's check is returned to the Lessor for non-payment, a \$25.00 bad check charge will be imposed.
17. DEFAULT. Each of the following events shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to pay when due any installment and charges of basic rent; (b) Lessee shall fail to observe or perform any other agreement to be observed or performed by Lessee hereunder and the continuance thereof for 10 calendar days; (c) Lessee or any guarantor of this Lease Agreement or any partner of Lessee if Lessee is a partnership shall cease doing business as a going concern or make an assignment for the benefit of creditors; (d) Lessee or any guarantor of this Lease Agreement or any partner of Lessee if Lessee is a partnership shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver, or liquidator shall be appointed of it or all or a substantial part if its assets; (e) any individual Lessee, guarantor of this Lease Agreement, or partner of Lessee if Lessee is a partnership shall die; (f) breach of any representation or warranty made by the Lessee or any guarantor of this Lessee (g); levy, seizure of attachment of the equipment; (h) an event of default shall occur under any other obligation Lessee owes to Lessor.
18. REMEDIES. Lessor and Lessee agree that Lessor's damages suffered by reason of an Event of Default are uncertain and not capable of exact measurement at the time this Lease Agreement is executed because of the value of the Equipment at the expiration of this Lease Agreement is uncertain, and therefore they agree that for purposes of this paragraph 18 "Lessor's Loss" as of any date shall be the sum of the following: (a) the amount of all rent and other amounts payable to Lessee hereunder with respect to such item due but unpaid at the date of such payment plus (b) the amount of all unpaid rent with respect to such item for the balance of the term of this Lease Agreement not yet due at the time of such payment (c) \$400.00 of the original cost of such item which represents liquidated damages or compensation for loss of Lessor's anticipated residual value, plus any costs of collection, prejudgment interest, and a reasonable attorney's fee.  
Upon the occurrence of an Event of Default and at any time thereafter, Lessor may exercise any one or more of the remedies listed below as Lessor in its sole discretion may lawfully elect; provided, however, that upon the occurrence of an Event of Default specified in paragraph 17 (d), an amount equal to Lessor's Loss as of the date of such occurrence shall automatically be and become immediately due and payable without notice or demand of any kind.
  - (a) Lessor may, by written notice to Lessee, terminate this Lease and declare an amount equal to Lessor's Loss as of the date of such notice to be immediately due and payable, and the same shall thereupon be and become immediately due and payable without further notice or demand, and all rights of Lessee to use the Equipment shall terminate but Lessee shall be and remain liable as provided in this paragraph 18. Lessee shall at its expense promptly deliver the Equipment to Lessor at a location or locations within the continental United States designated by Lessor. Lessor may also enter upon the premises where the Equipment is located and take immediate possession of and remove the same with our without instituting legal proceedings.
  - (b) Lessor may process by appropriate court action to enforce performance by Lessee of the applicable covenants of this Lease Agreement or to recover for breach of this Lease. Lessor's Loss as of the date Lessor's Loss is declared due and payable hereunder; provided, however, that upon recovery of Lessor's Loss from Lessee in any such action without having to repossess and dispose of the Equipment, Lessor shall transfer the Equipment to Lessee at its then location upon payment of any additional amount due under clauses (d), (e), and (f) below.
  - (c) In the event Lessor repossess the Equipment, Lessor shall either retain the Equipment in full satisfaction of Lessee's obligation hereunder or sell or lease each item of Equipment in such manner and upon such terms as Lessor may in its sole discretion determine, the proceeds of such sale or lease shall be applied to reimburse Lessor for Lessor's Loss and any additional amount due under clauses (d), (e), and (f) below. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency. For purposes of this subparagraph, the proceeds of any lease of all or any part of the Equipment by Lessor shall be the amount reasonably assigned by Lessor as the cost of such Equipment in determining the rent under such lease.
  - (d) Lessor may recover twice the amount of any investment tax credit taken with respect to the Equipment recaptured by Lessor on account of early disposition of the Equipment.
  - (e) Lessor may recover interest on the unpaid balance of Lessor's Loss from the date it becomes payable until fully paid.
  - (f) Lessor may exercise any other right or remedy available to it by law or by agreement, and may in any event recover legal fees and other expenses incurred by reason of an Event of Default or the exercise of any remedy hereunder, including expenses of repossession, repair, storage, transportation, and disposition of the Equipment.No remedy given in this paragraph is intended to be exclusive, and each shall be cumulative but only to the extent necessary to permit Lessor to recover amounts for which Lessee is liable hereunder. No express or implied waiver by Lessor of any Event of Default shall constitute a waiver of any other Event of Default.
19. NOTICES. Any written notice hereunder to Lessee shall be deemed to have been given when delivered personally or deposited in the United States mails, postage prepaid, addressed to Lessee and its address set forth or at such other address as may be last known to Lessor.
20. NET LEASE AND UNCONDITIONAL OBLIGATION. This Lease is a completely net Lease and Lessee's obligation to pay the rent and amounts payable by Lessee under paragraphs 12 and 18 is unconditional and not subject to any abatement, reduction, setoff or defense of any kind.
21. NON-CANCELLABLE LEASE. This Lease cannot be cancelled or terminated except as expressly provided herein.
22. SURVIVAL OF INDEMNITIES. Lessee's obligations under paragraph 7 and 8 shall survive termination of this Lease Agreement.
23. MISCELLANEOUS. Any provision of this Lease which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Lease and such unenforceable in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. The terms and conditions of this Lease supersede the terms and conditions of any related purchase order.
24. CONSENT TO GEORGIA LAW, JURISDICTION AND VENUE. This lease shall be deemed fully executed and performed in the state of Georgia and shall be governed by and construed in accordance with the laws thereof. In any action, proceeding, or appeal on any matter related to or arising out of this Lease, the Lessee and guarantor shall be subject to the personal jurisdiction of the state of Georgia, including any state or federal court sitting therein, and all court rules thereof and shall accept venue in any federal or state court in Georgia.
25. RENEWAL. Unless LESSEE, thirty days prior to the expiration of this lease notifies LESSOR in writing of its intentions to terminate this lease at its expiration date, then this Lease shall automatically be renewed upon all of the terms and conditions as stated herein for additional thirty day periods. Said renewal shall constitute a wholly new Lease Agreement between Lessor and Lessee. Any assignee, purchaser, holder, or holder in due course of Lessor and this Lease Agreement shall receive the benefits only of the original Lease Agreement, and not of any renewal hereof. In the event of renewal. All benefits of this Lease Agreement shall revert to Lessor.

**Addendum**

This is an addendum ("Addendum") to and part of that certain agreement between DPI Leasing LLC ("Obligee") and The City of Dawsonville ("Obligor"), which agreement is identified in Obligee's records as agreement number \_\_\_\_\_ ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

You hereby represent and warrant to Us that as of the date of the Agreement, and throughout the Agreement Term: (a) the individual who executed the Agreement had at the time of execution of the Agreement full power and authority to execute the Agreement; and that all required procedures necessary to make the Agreement a legal and binding obligation of the Obligor have been followed; (b) the Equipment is essential to the immediate performance of an authorized governmental or proprietary function and shall be used during the Agreement Term only by You and only to perform such function; (c) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted and unencumbered appropriation.

The parties agree that this Agreement shall terminate absolutely without further obligation on the part of Obligor at the close of the calendar year in which it was executed and at the close of each succeeding calendar year thereafter if renewed. Notwithstanding the foregoing, the parties agree that the Agreement shall automatically renew for an additional twelve-month term, and for successive twelve-month terms thereafter, unless Obligor notifies Obligee of its desire to terminate the Agreement in writing at least thirty (30) days prior to the end of the then-current calendar year.

_____ DPI Leasing LLC Obligee	_____ Obligor
By: _____ Obligee Signature	By: X _____ Obligor Signature
_____ Print Name & Title	_____ Print Name & Title
Date Accepted: _____	Date _____



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7e

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SUBJECT: APPROVE CHANGE ORDER FOR MODIFICATIONS TO WELL 110

CITY COUNCIL MEETING DATE: 08/17/2020

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

- Funds Available from:  Annual Budget \_\_\_\_\_ Capital Budget \_\_\_\_\_ Other \_\_\_\_\_
- Budget Amendment Request from Reserve: \_\_\_\_\_ SPLOST VI \_\_\_\_\_ General Fund

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PURPOSE FOR REQUEST:

**TO APPROVE CHANGE ORDER IN THE AMOUNT OF \$1,860.00 FOR THE MODIFICATIONS TO WELL 110 PROJECT**

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HISTORY/ FACTS / ISSUES:

- **MANUFACTURER OF FILTERS BEING INSTALLED RECOMMENDED PRESSURE REDUCING VALVE ON BACKWASH LINE**
- **TURNIPSEED ENGINEERS REVIEWED AND RECOMMEND AS SUGGESTED**
- **FUNDS AVAILABLE IN THE FY2021 ENTERPRISE FUND**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

**APPROVE AS REQUESTED**

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REQUESTED BY: Gary Barr, Utilities Director

**FINAL SUMMARY CHANGE ORDER  
JULY 30, 2020**

**OWNER:** CITY OF DAWSONVILLE, GEORGIA  
**PROJECT:** MODIFICATIONS TO WELL 110  
**PROJECT NO.** 192307



**CONTRACTOR:** CHEEK BROTHERS CONTRACTORS, INC.

CITY OF DAWSONVILLE, GEORGIA MODIFICATIONS TO WELL 110	TOTAL PRICE	AMOUNT INSTALLED	AMOUNT TO DATE	DIFFERENCE
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For furnishing all materials and equipment and performing all labor necessary for Modifications to Well 110 as shown on the Drawings and as specified for the following unit prices and approximate quantities shown.

Item 1: For furnishing all materials and equipment and performing all labor necessary for installation of the skid mounted filter including modifications to the treatment building, piping, valves, painting and electrical and other work and appurtenances for completion of the work as shown on the Drawings and/or specified, the lump sum amount of:

\$162,000.00	100.00%	\$162,000.00	\$0.00
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Item 2: For furnishing and installing Major Mechanical Equipment.

Equipment and Manufacturer	Price	Base Price	AMOUNT INSTALLED	AMOUNT TO DATE	DIFFERENCE
a. Packaged Filter System - Section 3.12 Mfr. <u>Adedge Water Technologies</u>		\$132,000.00	100.00%	\$132,000.00	\$0.00

ITEM NO.	QTY.	UNITS	DESCRIPTION	UNIT COST	TOTAL PRICE	AMOUNT INSTALLED	AMOUNT TO DATE	DIFFERENCE
3.	1	LS	Spare Parts Allowance	\$1,000.00	\$1,000.00	100.00%	\$0.00	(\$1,000.00)

**TOTAL AMOUNT BID, ITEMS 1 THROUGH 3 INCLUSIVE, THE AMOUNT OF:** \$295,000.00

**FINAL SUMMARY CHANGE ORDER**

1.	1	LS	Pressure Reducing Valve	\$2,860.00	\$2,860.00	\$2,860.00	100.00%	\$2,860.00
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**TOTAL AMOUNT OF FINAL SUMMARY CHANGE ORDER:** \$1,860.00

**ORIGINAL CONTRACT AMOUNT:** \$295,000.00

**REVISED CONTRACT AMOUNT WITH FINAL SUMMARY CHANGE ORDER:** \$296,860.00

Change in Contract Time: No Change

Reason for Change: Manufacturer recommended pressure reducing valve on backwash line.

Requested by:

David Cheek  
Cheek Brothers Contractors, Inc.

7/30/20  
Date

Recommended by:

[Signature]  
Turnipseed Engineers

9/7/2020  
Date

Accepted by:

[Signature]  
City of Dawsonville, Georgia  
*confirmed by Gary Barr*

09/11/2020  
Date

*Gary Barr  
water  
well #110*



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 8

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SUBJECT: FY 2020 SPLOST VI BUDGET AMENDMENT

CITY COUNCIL MEETING DATE: 08/17/2020

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

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

Budget Amendment Request from Reserve:  SPLOST VI \_\_\_\_\_ General Fund

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PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL OF A SPLOST VI BUDGET AMENDMENT IN THE AMOUNT OF \$456,657 FOR FY 2020**

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HISTORY/ FACTS / ISSUES:

**BUDGET AMENDMENT FOR OVER-ENCUMBERED EXPENDITURE ACCOUNT FOR SPLOST VI FUND FOR MAIN STREET PARK AND THE FARMERS MARKET**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

**APPROVE AS REQUESTED**

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REQUESTED BY: Hayden Wiggins, Finance Administrator



REVENUE		SPLOST VI FUND - 320		
Account #	Account Description	2019-20 Budget	2019-20 Actual	2019-2020 Amended
320-0000-313200	SPECIAL PURPOSE LOCAL OPTION SALES TAX	1,417,000.00	1,346,327.00	1,346,327.00
320-0000-361000	INTEREST INCOME	8,000.00	1,857.00	1,857.00
320-0000-361000	TRANSFER IN FROM RESERVES	387,912.00	921,385.00	921,385.00
<b>SPLOST VI FUND 320 Revenue Totals</b>		<b>1,812,912.00</b>	<b>2,269,569.00</b>	<b>2,269,569.00</b>

EXPENDITURES		SPLOST VI FUND - 320		
Account #	Account Description	2019-20 Budget	2019-20 Actual	2019-2020 Amended
320-1000-541300	CAPITAL OUTLAY - CITY HALL ACQUISITION	468,912.00	461,185.00	461,185.00
320-4200-541400	CAPITAL OUTLAY - ROADS AND SIDEWALKS	384,000.00	216,023.00	216,023.00
320-4200-542000	CAPITAL OUTLAY - PUBLIC WORKS EQUIPMNT-R	45,000.00	41,225.00	41,225.00
320-4300-541400	CAPITAL OUTLAY - SEWER PROJECTS	27,500.00	20,340.00	20,340.00
320-4300-542000	CAPITAL OUTLAY - PUBLIC WORKS EQUIPMNT-S	0.00	0.00	0.00
320-4400-541400	CAPITAL OUTLAY - WATER PROJECTS	87,500.00	65,103.00	65,103.00
320-4400-542000	CAPITAL OUTLAY - PUBLIC WORKS EQUIPMNT-W	0.00	0.00	0.00
320-6000-541000	CAPITAL OUTLAY - FARMERS MARKET	800,000.00	917,317.00	917,317.00
320-6200-541200	CAPITAL OUTLAY - PARKS AND RECREATION	0.00	548,376.00	548,376.00
<b>SPLOST VI FUND 320 Expenditure Totals</b>		<b>1,812,912.00</b>	<b>2,269,569.00</b>	<b>2,269,569.00</b>

<b>SPLOST VI FUND 320 Revenue Totals</b>	<b>1,812,912.00</b>	<b>Amended</b>	<b>2,269,569.00</b>
<b>SPLOST VI FUND 320 Expenditure Totals</b>	<b>1,812,912.00</b>	<b>Amended</b>	<b>2,269,569.00</b>



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 9

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SUBJECT: MILLAGE RATE FOR TAX YEAR 2020

CITY COUNCIL MEETING DATE: 08/17/2020

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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 PRESENT THE MILLAGE RATE CERTIFICATION FOR TAX YEAR 2020 AND REQUEST APPROVAL TO ROLLBACK THE MILLAGE RATE TO ZERO AND NOT LEVY A TAX IN THE CITY FOR 2020**

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HISTORY/ FACTS / ISSUES:

- **RECOMMENDATION BY MAYOR TO ROLLBACK TO ZERO; NO CITY TAX LEVIED**
  - **PRESENTED AT THE 08/03/2020 WORK SESSION**
- 

OPTIONS:

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RECOMMENDED SAMPLE MOTION:

**APPROVE**

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REQUESTED BY: Hayden Wiggins, Finance Administrator

## CITY AND INDEPENDENT SCHOOL MILLAGE RATE CERTIFICATION FOR TAX YEAR 2020

<http://www.dor.ga.gov>



Complete this form once the levy is determined, and if zero, report this information in Column 1. Mail a copy to the address below or fax to (404)724-7011 and distribute a copy to your County Tax Commissioner and Clerk of Court. This form also provides the Local Government Services Division with the millage rates for the distribution of Railroad Equipment Tax and Alternative Ad Valorem Tax.

**Georgia Department of Revenue  
 Local Government Services Division  
 4125 Welcome All Road  
 Atlanta, Georgia 30349  
 Phone: (404) 724-7003**

CITY NAME <b>DAWSONVILLE</b>		ADDRESS <b>415 HWY 53 EAST, SUITE 100</b>			CITY, STATE, ZIP <b>DAWSONVILLE, GA, 30534</b>	
FEI # <b>58-1083885</b>	CITY CLERK <b>BEVERLY BANISTER</b>	PHONE NO. <b>706-265-3256</b>	FAX <b>706-265-4214</b>	EMAIL <b>BEVERLY.BANISTER@DAWSONVILLE-GA.GOV</b>		
OFFICE DAYS / HOURS <b>M-F 8:00 - 4:30</b>	ARE TAXES BILLED AND COLLECTED BY THE ( ) CITY OR ( ) COUNTY TAX COMMISSIONER? LIST VENDOR, CONTACT PERSON AND PHONE NO. <b>N/A</b>					
List below the amount & qualifications for each <u>LOCAL</u> homestead exemption granted by the City and Independent School System.						
CITY			INDEPENDENT SCHOOL			
Exemption Amount	Qualifications		Exemption Amount	Qualifications		
If City and School assessment is other than 40%, enter percentage millage is based on _____%. List below the millage rate in terms of mills. EXAMPLE: 7 mills (or .007) is shown as 7.000. PLEASE SHOW MILLAGE FOR EACH TAXING JURISDICTION EVEN IF THERE IS NO LEVY.						
CITY DISTRICTS	DISTRICT NO.	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
List Special Districts if different from City District below such as CID's, BID's, or DA's	List District Numbers	Gross Millage for Maintenance & Operations	**Less Rollback for Local Option Sales Tax	Net Millage for Maintenance & Operation Purposes (Column 1 less Column 2)	Bond Millage (If Applicable)	Total Millage Column 3 + Column 4
City Millage Rate		<b>8.511</b>	<b>8.511</b>	<b>0.000</b>		<b>0.000</b>
<b>**Local Option Sales Tax Proceeds must be shown as a mill rate rollback if applicable to Independent School.</b>						

Name of County(s) in which your city is located: DAWSON

I hereby certify that the rates listed above are the official rates for the Districts indicated for Tax Year 2020

Date
  Mayor or City Clerk

## 2020 Millage Rate Calculations

2019 LOST Proceeds	divided by	Net Digest (Net Taxable/County)	times 1000	equals millage rate for Tax Year 2020	<u>City Mill Rate</u>  Rollback
\$1,094,619.41	÷	128,617,983	x	8.510625	0

2019 L.O.S.T. Distribution	
Jan-19	114,976.11
Feb-19	77,786.35
Mar-19	72,331.95
Apr-19	82,816.20
May-19	93,349.75
Jun-19	93,076.27
Jul-19	88,322.57
Aug-19	97,192.04
Sep-19	87,581.52
Oct-19	89,388.61
Nov-19	91,627.01
Dec-19	106,171.03
	\$1,094,619.41

Roll Back Millage Rate –  
No City Tax in FY 2020-21 Budget:

Mayor Eason requested to roll back the  
millage rate and not levy a tax in the City in  
FY 2020-21.

County : (042)DAWSON COUNTY Tax Year: 2020 Digest Type: R Property Type: All From District: 002 To District: 002

Parcel Count: 1,512

**TAXES LEVIED**

	State Exemption	County Exemption	County Bond	School Exemption	School Bond	Other
Gross Taxable:	152,168,030	152,168,030		152,168,030		
Less Exemptions:	33,981,883	23,550,047		30,387,548		
Net Taxable:	118,186,147	128,617,983		121,780,482		
Millage Rate:		13.079		15.778		
Real / PP Tax:		1,680,791		1,919,760		
<b>Total Gross Tax</b>	0.00	1,680,791.42	0.00	1,919,759.82	0.00	0.00
Credits:		-641,268				
HTRG Credit:						
<b>Net Tax:</b>	0.00	1,039,523.29	0.00	1,919,759.82	0.00	0.00



**DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 10**

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SUBJECT: 53<sup>rd</sup> ANNUAL MOUNTAIN MOONSHINE FESTIVAL DISCUSSION

CITY COUNCIL MEETING DATE: 08/17/2020

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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:

**TIFFANY BUCHAN AND RHONDA GOODWIN FROM KARE FOR KIDS HAS REQUESTED TO SPEAK**

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HISTORY/ FACTS / ISSUES:

- **RECOMMENDATION BY STAFF TO POSTPONE THE DECISION TO FURTHER EVALUATE BASED ON THE RISE OF COVID-19 CASES AND WAIT FOR APPROVALS FROM DCSO, DCEMS, DC ENVIRONMENTAL HEALTH OR CITY ROADS DEPT.**
- **IF DECISION IS NEEDED IMMEDIATELY, STAFF RECOMMENDATION IS TO DENY BASED ON COVID-19 AND OTHER MAJOR EVENTS IN THE AREA BEING CANCELLED SUCH AS THE NORTH GA FAIR, CUMMING FAIR, MABLE FESTIVAL, APPLE FESTIVAL AND JEEP FEST.**

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**CITY ROADS PROPOSED TO BE CLOSED FROM 3:00 PM FRIDAY, 10/23 UNTIL SUNDAY, 10/25 AT 8:00 PM AS FOLLOWS:**

**ACADEMY ST, TED CHESTER ST, GOBER SOSEBEE ST, BERNARD LONG ST AND BILL ELLIOTT ST.**

**CITY ROADS PROPOSED TO BE CLOSED AT 6:00 AM FRIDAY, 10/23 UNTIL SUNDAY, 10/25 AT 8:00 PM AS FOLLOWS:**

**ALLEN ST FROM 53 E TO THE LIBRARY  
MEMORY LANE FROM JACK HEARD TO MAIN STREET**

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RECOMMENDED SAMPLE MOTION:

**APPROVE, AMEND, POSTPONE, DENY**

---

REQUESTED BY: Bob Bolz, City Manager



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

(706)265-3256

Payment Due Upon Receipt

<b>INVOICE #</b>
I2100110

INVOICE DATE: 08/04/20

DUE DATE:

ACCOUNT ID: KAREF005 PIN: 624235  KARE FOR KIDS INC TIFFANY BUCHAN PO BOX 211 DAWSONVILLE, GA 30534
--

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		53RD ANNUAL MOONSHINE FESTIVAL		
1.0000	M-19	PARADE/PUBLIC ASSEMBLY EVENT OCT 23-25 2020	50.000000	50.00
			TOTAL DUE:	\$ 50.00
		Prn Payment: 08/04/20 CK 1772		-50.00
			BALANCE:	\$ 0.00

-----  
**PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT**

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

INVOICE #: I2100110  
 DESCRIPTION: 53RD ANNUAL MOONSHINE FESTIVAL  
 ACCOUNT ID: KAREF005 PIN: 624235  
 DUE DATE:  
 TOTAL DUE: \$ 0.00

KARE FOR KIDS INC  
 TIFFANY BUCHAN  
 PO BOX 211  
 DAWSONVILLE, GA 30534





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

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

PERMIT FEE: \$50.00 Date Received: 7/31/2020 Check #: 1772  
 \*\*\*TRASH CLEANUP DEPOSIT RECEIVED: \$ \_\_\_\_\_ Check #: \_\_\_\_\_ Date: \_\_\_\_\_

A completed application with Permit Fee must be received **a minimum of 15 days** prior to event.

\* Events with alcohol Require additional forms & time to process \*ALL Road Closures must be approved by CC

APPLICANT TO COMPLETE PAGES 1-5 ONLY AND SUBMIT TO THE CITY OF DAWSONVILLE PLANNING AND ZONING DEPARTMENT FOR PROCESSING

- Name of Event: 53rd Mountain Noonshine Festival  PARADE  RALLY  OTHER \_\_\_\_\_
- Location of Event: Downtown Dawsonville  PUBLIC DEMONSTRATION
- Date(s) of Event: Oct 23-25, 2020  PUBLIC ASSEMBLY  
 Time of Event: Start: 6am<sup>10/23</sup> a.m./p.m. End: 8pm<sup>10/25</sup> a.m./p.m.  ROAD CLOSING all 3 days Hrs. See map  
 NON-PROFIT (please provide 501 (c)(3) Information)  PROFIT
- Provide information listed below for the **main contact person** responsible for the organization of this event:

Name: <u>Tiffany Buchanan</u>	Title: <u>Executive Director</u>
Organization: <u>Kare for Kids, Inc</u>	Telephone #: <u>706-214-5273</u>
Email Address: <u>kareforkidstiffany@gmail.com</u>	Cell Phone #: <u>678-879-1395</u>
Address: <u>P.O. Box 211</u> City: <u>Dawsonville</u> State: <u>GA</u> Zip Code: <u>30534</u>	

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

Name: <u>Brenda Goodwin</u>	Title: <u>President</u>
Organization: <u>Kare for Kids, Inc</u>	Telephone #: <u>678-858-7103</u>
E-Mail Address: <u>Brenda.Goodwin@outlook.com</u>	
Address: _____ City: <u>Dawsonville</u> State: <u>GA</u> Zip Code: <u>30534</u>	

Name: <u>Tom French</u>	Title: <u>V. President</u>
Organization: <u>Kare for Kids Inc</u>	Telephone #: _____
E-Mail Address: <u>tfrench@windstream.net</u>	
Address: _____ City: <u>Dawsonville</u> State: <u>GA</u> Zip Code: <u>30534</u>	

Name: <u>Gordon Pickle</u>	Title: <u>V. President</u>
Organization: <u>Kare for Kids</u>	Telephone #: <u>678-283-6100</u>
E-Mail Address: _____	
Address: _____ City: <u>Dawsonville</u> State: <u>GA</u> Zip Code: <u>30534</u>	





Department of the Treasury  
Internal Revenue Service

P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248459777  
Aug. 01, 2008 LTR 4168C E0  
58-2390082 000000 00 000  
00019009  
BODC: TE

KARE FOR KIDS INC  
% RHONDA PUGH  
PO BOX 211  
DAWSONVILLE GA 30534-0004119



028104

Employer Identification Number: 58-2390082  
Person to Contact: Mrs. Guilkey  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of July 23, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in April 2001, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

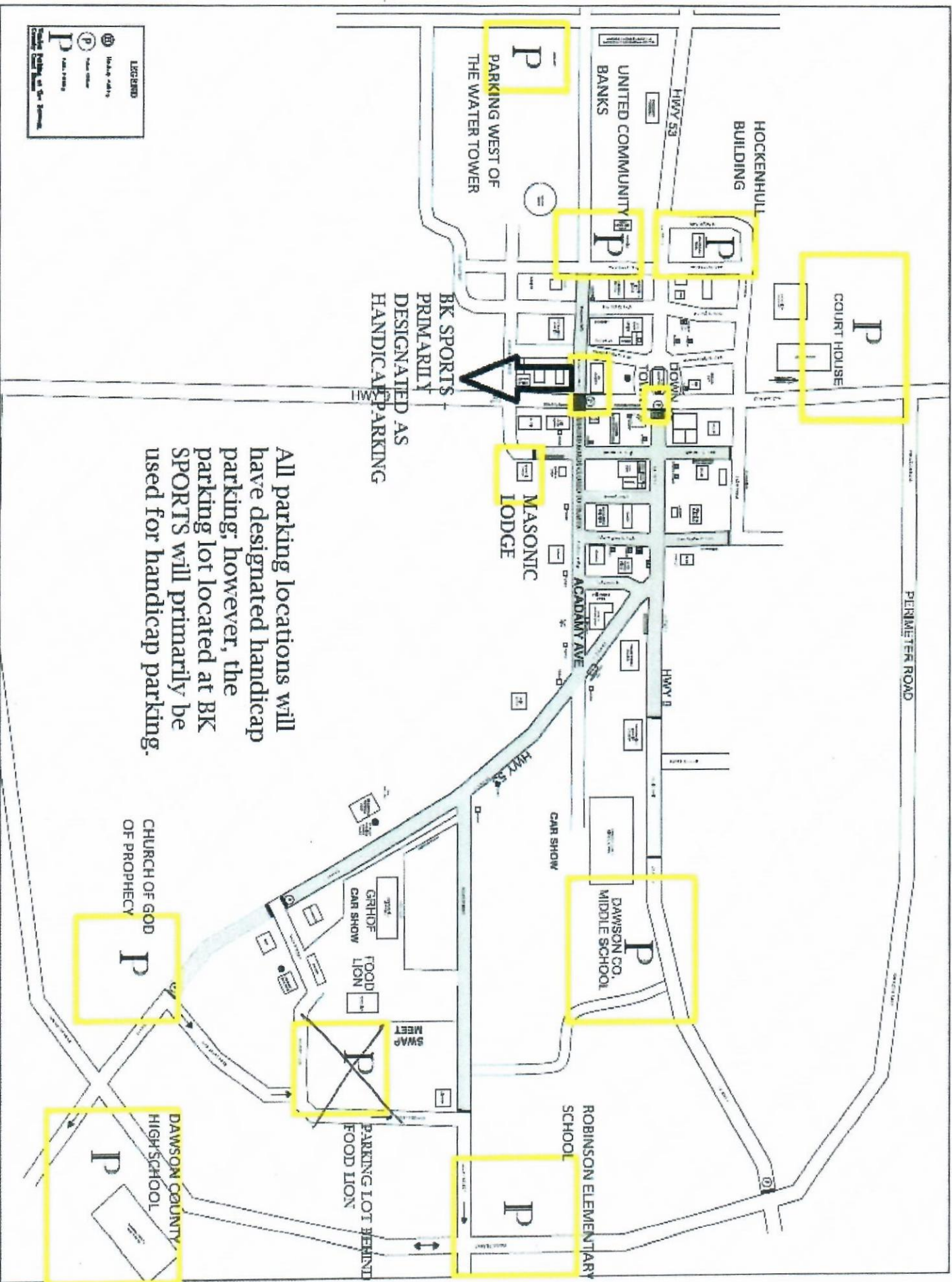
Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

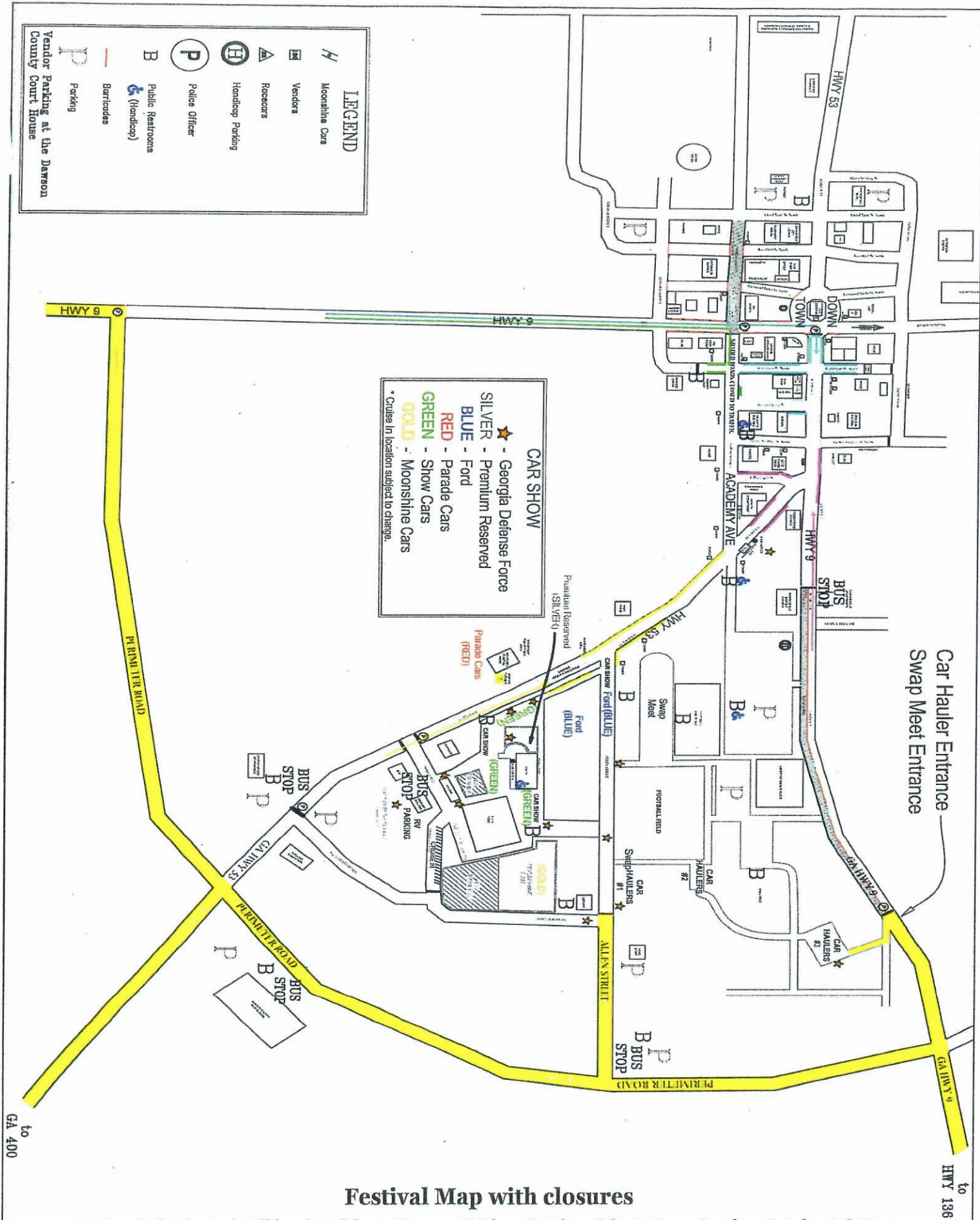
Sincerely yours,

*Michele M. Sullivan*

Michele M. Sullivan, Oper. Mgr.  
Accounts Management Operations I



All parking locations will have designated handicap parking; however, the parking lot located at BK SPORTS will primarily be used for handicap parking.



**Festival Map with closures**

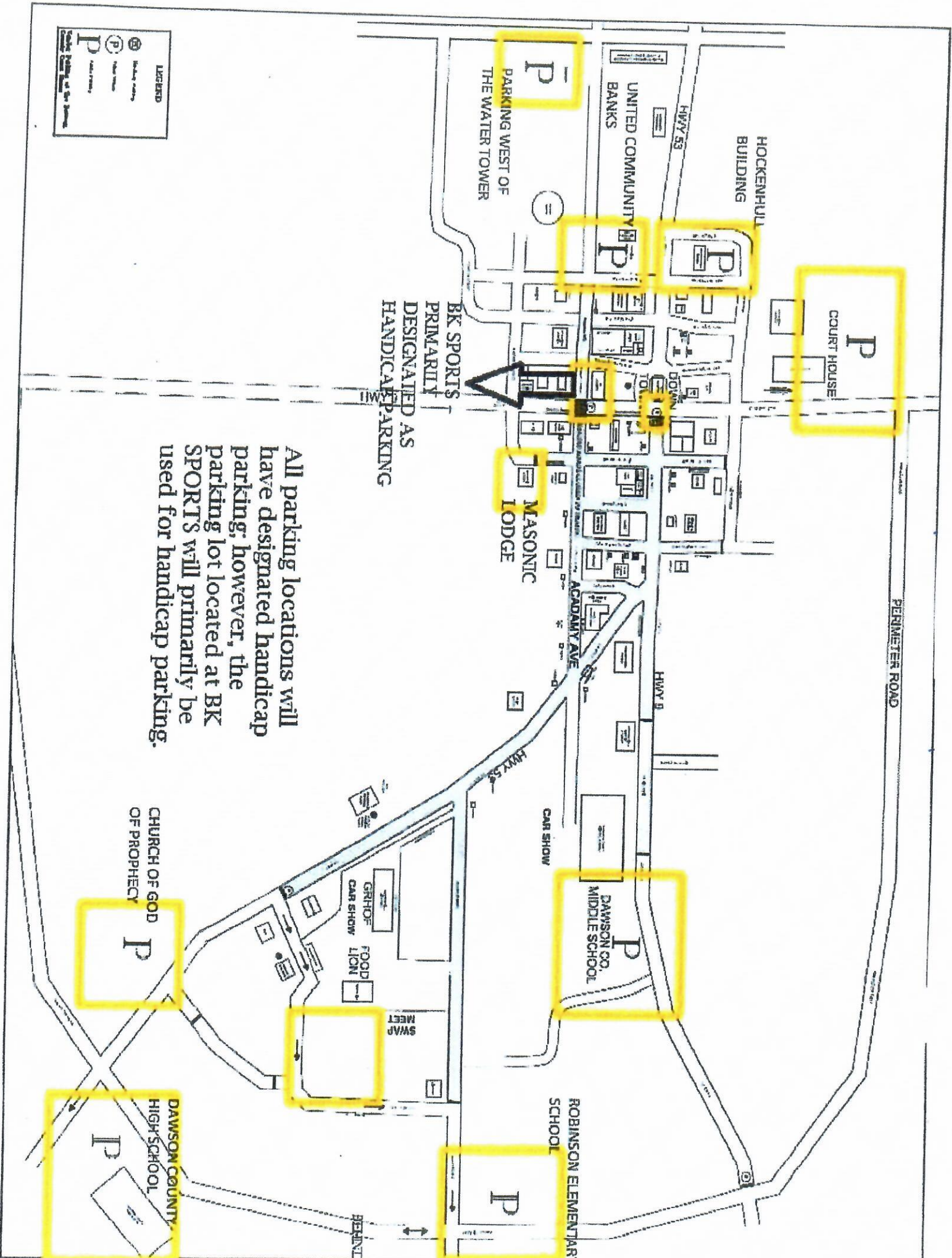
Roads for festival will be closed from 3 pm on Friday, October 23 to 8 pm Sunday, October 25

Allen Street will be closed @ 53 to Memory Lane from 6 am on Friday to 8 pm on Sunday.

Memory Lane from Main Street to Jack Heard will be closed from 6 am on Friday to 8 pm on Sunday

**LEGEND**

- Designated Handicap Parking
- Standard Parking
- Reserved Parking



All parking locations will have designated handicap parking; however, the parking lot located at BK SPORTS will primarily be used for handicap parking.

- 6. Expected number of participants: 50,000
- 7. Physical description of materials to be distributed: \_\_\_\_\_
- 8. How do participants expect to interact with public? \_\_\_\_\_

9. Route of event: (attach a detailed map of the route) SEE ATTACHED MAP

9.a. Number and type of units in parade: 15 120 ANTIQUE CARS & RARE CARS + Grand Marshal

9.b. Size of the parade: \_\_\_\_\_

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

11. Do you anticipate any unusual problems concerning either police protection or traffic congestion as a consequence of the event? \_\_\_\_\_ If YES, please explain in detail: N/A Same as other years

12. If road closures are needed, which roads do you anticipate closing and for how long would each be closed? 10/22 Allen Street - Intersection of 53 to Library - 3pm - 10/23 Hwy 53 - Jack Heard through downtown. Jack Heard, Hwy 9 North

13. List all Prior parades or public assemblies, demonstrations or rallies in a public place within the city limits of Dawsonville for which you obtained a permit in the last 12 months: (Include dates (month/year) – attach separate sheet, if necessary). 2019 Mountain Moonshine Festival Oct 25-27

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

50,000 Participants, 300 craft & food vendors  
500 car show cars, steam engine tractors  
Parade to kick off festival  
2 streets  
Bouncer houses

**Route or Lay Out:** (attach a detailed site plan/route)

MAP ATTACHED

What participation, if any, do you expect from the **City of Dawsonville**? Assistance w/ GDOT, Permits, Advertising,

What participation, if any, have you arranged from **Dawson County Emergency Services**? Tent set up on site to provide general medical assistance.

What participation, if any, have you arranged from the **Dawson County Sheriff Department**? Provide security, traffic control = all road closures 24 hours a day starting Oct 23<sup>rd</sup> until festival ends Sunday evening

**Insurance Requirements:** (circle that apply)

Sec. 10-25(c) "An applicant for a permit under this ordinance shall obtain liability insurance from an insurer licensed in the State of Georgia for a special event, parade, public assembly, demonstration, rally, footrace, fun run, bicycle race or filming in a public place if one or more of the following criteria exists:"

- (1) The use, participation, exhibition, or showing of live animals;
- (2) The use, participation, exhibition, or showing of automobiles of any size or description, motorcycles, tractors, bicycles, or similar conveyances;
- (3) The use of a stage, platform, bleachers or grandstands that will be erected for the event;
- (4) The use of inflatable apparatus used for jumping, bouncing or similar activities;
- (5) A special event, parade, demonstration, rally, road closing, or other such activity, for which primary attendance (that is, attendance primarily for said special event, parade, demonstration, rally, road closing, or other such activity, and not attendance which is the result of another event) is reasonably expected to meet or exceed one hundred (100) persons;
- (6) The use of roller coasters, bungee jumping or similar activities;
- (7) The use of vendors or concessions; or
- (8) The use of public streets and rights of way.

Any applicant required to provide insurance in accord with this section shall provide the City of Dawsonville with a copy of the Certificate of Insurance from an insurer authorized and licensed by the State of Georgia. The City of Dawsonville shall be added as an additional named insured party for the event on the Certificate of Insurance by the carrier. The minimum policy limits shall be \$1,000,000 (one million) per incident and \$2,000,000 (two million) aggregate for the entire event. All cost for insurance and naming the City of Dawsonville as an additional named insured party shall be borne solely by the applicant. Such insurance shall protect the City of Dawsonville from any and all claims for damages to property and/ or bodily injury or death.

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

Additional information/comments about liability insurance: \_\_\_\_\_

Additional information/comments about this application: \_\_\_\_\_



**AGREEMENT FOR FINANCIAL RESPONSIBILITY. PRIOR TO SIGNING, PLEASE READ THE FOLLOWING OR HAVE IT READ TO YOU:**

**APPLICATION:**

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

**RELEASE & WAIVER OF LIABILITY:**

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

**AGREEMENT FOR FINANCIAL RESPONSIBILITY:**

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

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

Tiffany Buchan  
Applicant's Printed Name

Sworn to and subscribed before me  
this 31 day of July, 2020.

Tiffany Buchan  
Applicant's Signature

Stanislav Zaverukha  
Notary Public, State of Georgia

My Commission Expires: March 21 2023



Stanislav Zaverukha  
NOTARY PUBLIC  
Dawson County, Georgia  
My Commission Expires  
March 21, 2023



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

**ROAD CLOSURES:**

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

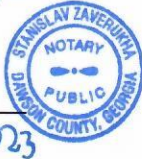
Sworn to and subscribed before me  
this 31<sup>st</sup> day of July 2020

Tiffany Buckner

Applicant's Printed Name

Stanislav Zaverukha

Notary Public, State of Georgia



Stanislav Zaverukha  
NOTARY PUBLIC  
Dawson County, Georgia  
My Commission Expires  
March 21, 2023

Tiffany Buckner

Applicant's Signature

My Commission Expires: March 21  
2023

**TRASH CLEANUP, PARKING PROVISION AND TOILET FACILITIES:**

The applicant shall be responsible for trash cleanup of affected areas littered during the activity and the provision of temporary toilet facilities, as needed.

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

*Applicant certifies and acknowledges the City may require the Applicant be responsible for the provision of sufficient parking and storage areas for a large influx of motor vehicles occasioned by the permitted activity and the provision of temporary toilet facilities and other similar special and extraordinary items determined to be necessary for the permitted activity based on the contents of the application. Applicant further certifies and acknowledges the City may require the Applicant to be responsible for trash cleanup of affected areas littered during the activity for which a permit is sought.*

Sworn to and subscribed before me  
This 31 day of July 2020

Tiffany Buckner

Applicant's Printed Name

Stanislav Zaverukha

Notary Public, State of Georgia

Tiffany Buckner

Applicant's Signature

My Commission Expires March 21 2023



Stanislav Zaverukha  
NOTARY PUBLIC  
Dawson County, Georgia  
My Commission Expires  
March 21, 2023



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

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

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

Name of Event: <sup>53rd</sup> Annual Mountain Manshine Festival Date(s) of Event: Oct 23 - 25th 2020

Any anticipated problems with proposed route? \_\_\_\_\_

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

How many personnel will be required for this event? \_\_\_\_\_

Estimated cost for personnel: \_\_\_\_\_

Number and type of vehicles required: \_\_\_\_\_

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

Estimated cost for equipment: \_\_\_\_\_

Additional comments/concerns: \_\_\_\_\_

**EMERGENCY SERVICES**

APPROVED:  YES  NO

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



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

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

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

Name of Event: <sup>53001</sup> Annual Mountain Moonshine Festival Date(s) of Event: Oct 23-25 2020

Any anticipated problems with proposed route? \_\_\_\_\_  
 \_\_\_\_\_

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

How many officers will be required for this event? \_\_\_\_\_  
 \_\_\_\_\_

Estimated cost for officers: \_\_\_\_\_  
 \_\_\_\_\_

Number of vehicles required: \_\_\_\_\_  
 \_\_\_\_\_

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

Estimated cost for equipment: \_\_\_\_\_  
 \_\_\_\_\_

Additional comments/concerns/recommendations: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SHERIFF DEPARTMENT: (ALSO PROVIDE A WRITTEN STATEMENT FOR EVENTS ON DOT ROADS/ROW'S)**

APPROVED:  YES  NO

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



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

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

53rd Annual Moonshine Festival Oct, 23-25  
2020

Please review this application and return it to the City of Dawsonville. If not applicable to your department, please indicate and return as well.

**PUBLIC WORKS:**

Additional comments/concerns/recommendations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED:  YES  NO

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

**CITY MANGER:**

Additional comments/concerns/recommendations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED:  YES  NO

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

**ENVIRONMENTAL HEALTH:**

Additional comments/concerns/recommendations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED:  YES  NO

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



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 11

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SUBJECT: OPERATIONAL EFFICIENCY STUDY DISCUSSION

CITY COUNCIL MEETING DATE: 08/17/2020

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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 DISCUSS OPTIONS FOR AN OPERATIONAL EFFICIENCY STUDY**

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HISTORY/ FACTS / ISSUES:

**OPTION 1: PARTICIPATE IN A JOINT EFFICIENCY STUDY WITH DAWSON COUNTY AND ETOWAH WATER AND SEWER AUTHORITY – COST IS CURRENTLY UNKNOWN**

**OPTION 2: CONDUCT A CITY OPERATIONAL EFFICIENCY REVIEW WITH GMA – COST WILL NOT EXCEED \$4,000 (SEE ATTACHED CONTRACT)**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Mike Eason, Mayor

**AGREEMENT FOR GEORGIA MUNICIPAL ASSOCIATION, INC. TO PROVIDE  
CONSULTING SERVICES FOR CITY OF DAWSONVILLE**

**THIS AGREEMENT FOR CONSULTING SERVICES** ("Agreement") is made and entered into by and between City of Dawsonville ("Dawsonville") and Georgia Municipal Association, Inc. ("GMA"), a private, nonprofit organization incorporated in the State of Georgia, located at 201 Pryor Street, S.W., Atlanta, Georgia, and is effective on the date when it is signed by both of them (the "Effective Date").

WHEREAS, GMA and Dawsonville (the "Parties") wish to enter into an Agreement pursuant to which GMA will provide the services described in **Exhibit A** ("Services") to Dawsonville for the compensation set forth in **Exhibit A**; and

WHEREAS, GMA may provide such Services directly or indirectly through a subcontracting arrangement;

NOW THEREFORE, for and in consideration of the foregoing Recitals and the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GMA and Dawsonville (each individually a "Party" and collectively the "Parties") agree to the Recitals above and as follows:

**1. Services and Compensation**

GMA will perform the consulting services set forth in the attached **Exhibit A** for the compensation set forth in **Exhibit A**. **Exhibit A** is expressly incorporated in this Agreement as if fully restated. The Services shall not include any legal or tax advice, and Dawsonville shall not regard or treat the Services as containing any legal or tax advice.

**2. Term**

This Agreement shall start on the Effective Date and shall end on the earlier of the date of completion of the Scope of Services as described in Exhibit A or on October 1, 2020, whichever is earlier, unless terminated earlier as set forth in the Section entitled Termination.

**3. Ownership and Use of Work Product**

Dawsonville shall retain ownership of all data and materials, and the intellectual property rights in that data, provided to GMA by Dawsonville or its representatives. GMA provides similar consulting services for other Municipalities/Local Governments, and all of them benefit by GMA 's ability to re-use and repurpose its intellectual property when providing such services. Unless otherwise stated in **Exhibit A**, GMA retains ownership of any intellectual property it develops in the performance of consulting services ("Work Product") and grants Dawsonville a permanent, non-exclusive license to use the Work Product for its intended purpose. Dawsonville shall not reference or distribute the Work Product without prior written consent of GMA or as required by law.

#### **4. Hold Harmless**

Each party shall be responsible for its own acts and neither party will be responsible to the other for any damages or claims arising out of the performance of this Agreement unless the actions or inactions are the result of unlawful conduct or bad faith.

#### **5. Independent Contractor Relationship**

This Agreement does not create and shall not be construed to create an employee, representative, joint venture, or partnership relationship between the Parties.

#### **6. Excused Performance**

Neither GMA nor Dawsonville shall be deemed to be in default of this Agreement or be liable for any delay or failure in performance, resulting directly or indirectly from any act of the elements, civil or military authority, civil disturbance, war, disease, strike, fire, earthquake or other cause beyond its control. The time within which GMA is required to perform in accordance with the terms and conditions of this Agreement shall be extended for any delays caused in whole or in part by Dawsonville , provided however, that GMA notifies Dawsonville in writing within ten (10) business days of discovering such delays.

#### **7. Termination**

a) Termination by GMA.

Termination for Cause. GMA shall have the right to terminate this Agreement: if Dawsonville fails to make any payment of undisputed amounts or commits any other material breach of this Agreement and fails to cure such breach within seven (7) days after receiving written notice of the failure or other material breach and GMA's intention to terminate the Agreement unless cured.

Termination for Convenience. GMA may terminate this Agreement for convenience as follows:

GMA may terminate this Agreement with seven (7) days written notice to Dawsonville.

b) Termination by Dawsonville.

Termination for Cause. Dawsonville shall have the right to terminate this Agreement if GMA commits any material breach of this Agreement and fails to cure such breach within seven (7) days after receiving written notice of the material breach and Dawsonville 's intention to terminate the Agreement unless cured.

Termination for Convenience. Dawsonville may terminate this Agreement for convenience as follows:

Dawsonville may terminate this Agreement with seven (7) days written notice to GMA.

c) Effect of Termination.

Upon termination of this agreement, GMA shall be entitled to payment for services rendered to Dawsonville pursuant to this Agreement through the effective date of the termination.

After submission of any documentation to Dawsonville as required by the agreement, GMA shall be entitled to reimbursement for any expenses incurred on behalf of Dawsonville.

- d) Survival. The terms of the following Sections shall survive any termination of this Agreement.

Ownership and Use of Work Product

Hold Harmless

Miscellaneous

## **8. Miscellaneous**

- a) Assignment. Neither Party may assign this Agreement and any attempted assignment shall be void.
- b) Subcontracting. GMA may not subcontract the performance of Services in whole or in part.
- c) Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and permitted assigns of the Parties.
- d) No other Agreement; Modification. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter and supersedes any prior negotiations, understandings or agreements with respect to the subject matter hereto. Except as expressly set forth herein, neither Party has made any statement, representation or warranty in connection herewith which has been relied upon by the other party or which acted as an inducement for the other Party to enter into this Agreement. This Agreement may only be modified by a writing signed by both Parties.
- e) Notices. All notices under this Agreement shall be in writing and shall be delivered (a) personally, with a copy by email; (b) by overnight courier, with a copy by email; or (c) by United States mail, registered or certified, return receipt requested, postage prepaid, with a copy by email. Notices shall be deemed received on the date of personal delivery, the date of action receipt as indicated on the delivery invoice or return receipt, or the date receipt is refused; whichever is earlier. Notices shall be sent to the parties at the addresses set forth below, or at such other addresses as the parties may provide in writing from time to time.

GMA Primary Contact:

Stan Brown, Member Services Consultant  
Georgia Municipal Association, Inc.  
201 Pryor Street, SW Atlanta, GA 30303  
sbrown@gacities.com  
(470) 553-5248

Dawsonville Primary Contact:

Primary Contact:  
Mr. Mike Eason, Mayor  
City of Dawsonville  
415 Hwy 53 East, Ste. 100  
Dawsonville, GA 30534  
mike.eason@dawsonville-ga.gov



(706) 265-3256

- f) Waiver and severability. The waiver of one breach or default under this Agreement will not constitute the waiver of any subsequent breach or default. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken, and the remainder of this Agreement will continue in full force and effect.
- g) Governing Law. This Agreement will be governed in all respect by the laws of the state of Georgia, without regard to any conflict of laws principles, decisional law, or statutory provision which would require or permit application of another jurisdiction's substantive law. The Parties agree that the venue of any legal or equitable action that arises out of or relates to this Agreement shall be a court of competent subject matter jurisdiction in Fulton County, Georgia and the parties hereby consent to the jurisdiction of such court.
- h) No Third-Party Beneficiaries. This Agreement is between GMA and Dawsonville alone and neither intends there to be any third-party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services to Dawsonville, GMA is not assuming any duty or obligation to any of Dawsonville 's residents, employees, vendors, clients, subcontractors or agents.

**In witness whereof**, the Parties have executed this Agreement and it is effective on the Effective Date.

**Georgia Municipal Association, Inc. (GMA)**

**City of Dawsonville**

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed by legal  
Emily Hirst  
7/29/2020

## **Exhibit A -Services and Compensation**

City of Dawsonville  
Organization and Staffing Review

### Scope of Work

- GMA Member Service Consultants will conduct an examination of City Charter and each Departments' organizational structure, functions, and services delivered.
- Assess the functional assignments and human resources required to perform current operations.
- Analyze reporting relationships to ensure adequate span of control.
- Analyze staffing levels based on current and projected workloads.
- Review staff retention and experience.
- Analysis of staffing with comparable communities with like services
- Prepare recommendations for staffing improvements and/or organizational structure
- Identify efficiencies and/or cost savings
- Deliver electronic Organization and Staffing Review report and review with mayor and city manager

COST: Not to exceed \$4,000

Completion Date: 60 days from date of contract execution

GMA Staff: Stan Brown, Member Services Consultant and Districts 1 & 2 Representative  
Pam Helton, Director, Member Services Consultants



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 12

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SUBJECT: \_\_\_\_\_ **STAFF REPORT: CITY MANAGER** \_\_\_\_\_

CITY COUNCIL MEETING DATE: 08/17/2020

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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 PROVIDE PROJECT UPDATES**

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HISTORY/ FACTS / ISSUES:

**SEE ATTACHED OUTLINE**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager

## CITY MANAGER'S REPORT – AUGUST 17, 2020

**COVID-19 Update:** We reclosed City Hall on July 9<sup>th</sup> due to the tremendous uptick in COVID cases to protect our staff and customers. Staff continuing to work staggered schedules and teleworking. Everyone's temperature is checked as they come to work, both at City Hall and at the maintenance facilities. Utility and Public Works staff continue to work staggered schedules and are even staggering the times they are both within the facility. PPE is available for all personnel. Public Works and Utilities are still asked to ride one to a vehicle. Planning & Zoning and any other customer service is provided face-to-face with masks on and when possible, by appointment only. Dawson is still considered a hot spot by the DPH. Currently no employees are out sick or on quarantine for COVID-related sickness. We continue to participate in weekly GMA teleconferences and bi-weekly teleconferences with the Dawson County Pandemic Stakeholders Committee.

**Farmer's Market:** The ribbon cutting for this new facility was a great experience with over 300 people in attendance. The Farmer's Market added Wednesday from 3-6PM to their Saturday 8AM-12PM schedule.

**Playgrounds:** The new playground continues to be a hit with standing room only crowds common. We have added security cameras and WIFI to that area.

**Everlast & the Main Street Park Rest Room:** Finally, the project is getting close to completion, plumbing fixtures and partitions are in place, HVAC is in place, electrical work is almost done, landscape is in place, and the contractor has started final clean-up. We have already identified some punch list items and the contractor is working to resolve those.

**GRHOF:** The facility is open on Thursday, Friday, Saturday and Sunday. We do have concerns for the safety of the volunteers due to the increase in COVID cases. The mural on the back wall started on July 14<sup>th</sup> is complete with an unveiling planned for August 12<sup>th</sup>. The project is being funded by the Chamber of Commerce sponsored Leadership Dawson Class of 2020.

**Sidewalk Perimeter Road from Shoal Creek to Rain Hill subdivision entrance:** The new sidewalk is complete. Turnipseed is engineering and preparing a bid package for sidewalks interconnecting the Farmer's Market, Main Street Park, Allen Street and City Hall.

**Bar Screen Improvement & Sewage Pond Stabilization:** This dual project is complete.

**Well #110 Filter Upgrade:** This project is complete.

**Paving Update – Perimeter Road Milling/Paving LMIG (Local Maintenance Improvement Grant):** This project is complete.

**Test Manhole Project at Gold Creek Foods:** Townley Construction received the contract for this project and once they were notified, they ordered the custom manhole and testing apparatus. These have a six-week required lead time. Once the manhole is received, they will begin the project.

**Paving Repairs - Main Street and Memory Lane:** These repairs have been made. We also have Turnipseed Engineering putting together a bid package for milling, deep patch repair and overlay for Main Street, Memory Lane, Jack Heard Street and hopefully Maple Street if bids are not too great. We

hope to put this out to bid in September with hopes of getting the project completed before winter. This project is funded through SPLOST VI

**GDOT Safety-Related Issues:** We have been advised by GDOT that they are seriously considering making Perimeter Road and GA Hwy 9 N a four way stop. If this happens, we might finally be able to push a pedestrian crossing at that location. Previously that has not been permissible by GDOT due to speed limits they set.

**Personnel:** We have completed one round of interviews for Planning & Zoning Director. We decided to re-advertise the position to create a bigger pool of candidates because after one no show and two withdrawals by applicants, we were only left with two candidates for consideration. We have also advertised for a Part-Time, Temporary Planning & Zoning Clerk to catch up some paper and electronic filing issues.

**Schools:** Dawson County Schools reopened August 7<sup>th</sup>.

**Food Truck Night:** At this writing, we plan to offer the Friday Night Food Truck Night scheduled for August 14<sup>th</sup>. Our plan is to space the trucks well apart with spaces identified for each respective waiting line along with social distancing throughout the dining area.

**Leak Adjustment Adjustments thru August 17:** none since last reported on July 20<sup>th</sup>.



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 13

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SUBJECT: STAFF REPORT: FINANCE ADMINISTRATOR

CITY COUNCIL MEETING DATE: 08/17/2020

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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 PRESENT FUND BALANCE AND ACTIVITY THROUGH JULY 31, 2020**

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HISTORY/ FACTS / ISSUES:

**SEE ATTACHED FINANCIAL REPORTS**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Hayden Wiggins, Finance Administrator

CITY OF DAWSONVILLE, GEORGIA  
GENERAL FUND  
July 1, 2020 - July 31, 2020

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
<b>REVENUES</b>			
Taxes	\$ 1,235,050	\$ 123,905	10.03%
Licenses and permits	115,975	14,623	12.61%
Intergovernmental revenues	25,000	50,976	203.90%
Fees	269,200	21,199	7.87%
Other	<u>234,473</u>	<u>7,258</u>	<u>3.10%</u>
 Total revenues	 <u>1,879,698</u>	 <u>217,961</u>	 <u>11.60%</u>
<b>EXPENDITURES</b>			
Department:			
Council	99,215	11,761	11.85%
Mayor	21,380	1,527	7.14%
Elections	-	-	0.00%
Administration	739,865	63,594	8.60%
City Hall building	118,000	7,734	6.55%
Animal control	1,500	-	0.00%
Roads	537,517	46,959	8.74%
Parks	47,000	131,941	280.73%
Planning and zoning	285,721	16,392	5.74%
Economic development	<u>29,500</u>	<u>-</u>	<u>0.00%</u>
 Total expenditures	 <u>1,879,698</u>	 <u>279,908</u>	 <u>14.89%</u>
 TOTAL REVENUES OVER EXPENDITURES		 (61,947)	
 Transfer in From Reserves		 <u>61,947</u>	
 NET CHANGE IN FUND BALANCE		 <u><u>-</u></u>	

CITY OF DAWSONVILLE, GEORGIA  
WATER, SEWER, AND GARBAGE FUND  
July 1, 2020 - July 31, 2020

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
<b>REVENUES</b>			
Water fees	\$ 680,000	\$ 63,256	9.30%
Sewer fees	794,000	72,995	9.19%
Garbage fees	203,500	17,874	8.78%
Miscellaneous	<u>205,310</u>	<u>4,512</u>	<u>2.20%</u>
Total revenues	<u>1,882,810</u>	<u>158,637</u>	<u>8.43%</u>
<b>EXPENDITURES</b>			
Depreciation	574,000	34,418	6.00%
Garbage service	212,000	15,791	7.45%
Group insurance	85,056	14,371	16.90%
Insurance	38,200	-	0.00%
Interest	87,450	7,315	8.36%
Payroll taxes	22,752	2,738	12.03%
Professional	98,000	-	0.00%
Miscellaneous	52,500	2,068	3.94%
Repairs/supplies	187,500	11,649	6.21%
Retirement	17,000	1,979	11.64%
Salaries	297,402	36,233	12.18%
Technical services	66,000	4,873	7.38%
Utilities	<u>144,950</u>	<u>612</u>	<u>0.42%</u>
Total expenditures	<u>1,882,810</u>	<u>132,047</u>	<u>7.01%</u>
<b>INCOME (LOSS)</b>		<u><u>26,590</u></u>	



## CITY OF DAWSONVILLE, GEORGIA

## SPLOST

July 1, 2020 - July 31, 2020

**SPLOST VI**

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Taxes	1,062,750	110,203	10.37%
Interest	2,000	33	1.65%
Other	-	-	0.00%
	<u>1,064,750</u>	<u>110,236</u>	<u>10.35%</u>
EXPENDITURES (Capital Outlays)			
City hall acquisition	680,000	13,161	1.94%
Roads and sidewalks	375,750	-	0.00%
Public works equipment - roads	-	-	0.00%
Sewer projects	-	-	0.00%
Public works equipment - sewer	-	-	0.00%
Water projects	-	-	0.00%
Public works equipment - water	-	-	0.00%
Farmers market	9,000	750	8.33%
Parks and recreation	-	-	0.00%
	<u>1,064,750</u>	<u>13,911</u>	<u>1.31%</u>
TOTAL REVENUES OVER EXPENDITURES		96,325	
Transfer in From Reserves		<u>-</u>	
NET CHANGE IN FUND BALANCE		<u><u>96,325</u></u>	

City of Dawsonville  
 SPLOST VI Completion Schedule  
 Inception through July 31, 2020

<b>Project</b>	<b>Original Budget</b>	<b>Current Project Budget</b>	<b>Prior Year Project to Date</b>	<b>Current Year</b>	<b>Total</b>	<b>Percent of Budget Used</b>	<b>Project Percent Complete</b>	<b>Project Description</b>
Roads, Streets, Bridges and Sidewalks	1,250,000	1,250,000	504,739	0	504,739	40.38%	99.00%	Maple Heights Paving Complete, Sidewalk 100%
Water and Sewer Projects	2,750,000	750,000	401,756	0	401,756	53.57%	54.00%	GEFA Loan payments (well#111,water meters, well#110)
Park and Recreation Facilities	2,250,000	2,250,000	2,372,407	0	2,372,407	105.44%	115.00%	Phase I complete, Phase II pending completion of restroom
Farmers Market Facility	1,000,000	1,000,000	1,071,402	750	1,072,152	107.22%	100.00%	Project Complete
Public Works Facility and Equipment	400,000	400,000	284,559	0	284,559	71.14%	100.00%	Funding saved went towards MSP
City Hall Acquisition	2,000,000	2,000,000	1,346,856	13,161	1,360,017	68.00%	67.00%	We have paid more down as funding allowed
<b>Total</b>	<b>\$ 9,650,000</b>	<b>\$ 7,650,000</b>	<b>\$ 5,981,719</b>	<b>\$ 13,911</b>	<b>\$ 5,995,630</b>	<b>78.37%</b>		

**MSP Recap**

Total Through 7/31/20	2,372,407
Street Lighting for MSP	119,275
MSP Amphitheater Design	8,000
MSP Fencing	119,932
MSP Restroom	352,925
MSP Landscaping	168,137
<b>Total MSP Expenditures</b>	<b>\$ 3,140,676</b>