

AGENDA
CITY COUNCIL REGULAR MEETING AND WORK SESSION
City Hall, G.L. Gilleland Council Chambers
Monday, September 21, 2020
5:00 P.M.

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
 - a. Approve Minutes
 - Regular Meeting and Work Session held August 17, 2020
 - Executive Session held August 17, 2020
 - Special Called Meeting held September 2, 2020
 - Special Called Meeting held September 10, 2020
 - b. Approve City Hall Closure on October 23, 2020 for Moonshine Festival
 - c. Approve Resolution – Bee City USA Affiliate
 - d. Approve Second Amendment to Farmer’s Market Use Agreement
 - e. Approve Consulting Agreement with Gary Barr

BUSINESS

8. Appointment – Dawsonville History Museum Board of Directors

WORK SESSION

9. Solid Waste Collection Service Contract Renewal and Establish Annual City Service Charge

STAFF REPORTS

10. Bob Bolz, City Manager
11. 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 October 5, 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

SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 09/21/2020

PURPOSE FOR REQUEST:

CONSIDERATION AND APPROVAL OF ITEMS BELOW; SEE ATTACHED SUPPORTING DOCUMENTS

- a. Approve Minutes
 - Regular Meeting and Work Session held August 17, 2020
 - Executive Session held August 17, 2020
 - Special Called Meeting held September 2, 2020
 - Special Called Meeting held September 10, 2020
 - b. Approve City Hall Closure on October 23, 2020 for Moonshine Festival
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DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7a

SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 09/21/2020

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPROVE THE MINUTES FROM:

- **REGULAR MEETING AND WORK SESSION HELD AUGUST 17, 2020**
 - **EXECUTIVE SESSION HELD AUGUST 17, 2020**
 - **SPECIAL CALLED MEETING HELD SEPTEMBER 2, 2020**
 - **SPECIAL CALLED MEETING HELD SEPTEMBER 10, 2020**
-

HISTORY/ FACTS / ISSUES:

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

MINUTES
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers, City Hall 2nd Floor
Monday, August 17, 2020
5:00 P.M.

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, Public Works Director Trampas Hansard, and Finance Administrator Hayden Wiggins.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Walden.
4. **ANNOUNCEMENTS:** Mayor Eason reminded everyone the importance of participating in the 2020 Census and the impact on local and state funding. He announced the restroom at Main Street Park should be opening within the next few weeks and the City is moving forward with the construction of the dog park at the back of Main Street Park. He also reported the Governor has release his newest executive order related to COVID-19 which allows some action by local governments; a review is underway to determine any needs for our City.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by M. French; second by S. Tolson. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** No comments from the public.
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a, b, c, d, e) made by S. Tolson; second by J. Walden. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting held August 3, 2020
 - b. Approve Coronavirus Relief Fund Resolution - **Exhibit "A"**
 - 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:** Motion to approve the SPLOST VI budget amendment in the amount of \$456,657 for the 2019-2020 fiscal year by M. French; second by C. Phillips. Vote carried unanimously in favor.
9. **MILLAGE RATE:** Motion to set the 2020 millage rate to 8.511 and roll it back to zero made by M. French; second by S. Tolson. Vote carried unanimously in favor.

WORK SESSION

10. **53rd ANNUAL MOUNTAIN MOONSHINE FESTIVAL DISCUSSION:** Tiffany Buchan and Rhonda Goodwin from Kare for Kids presented their plan for the annual festival considering the COVID-19 pandemic; options from both presenters and the City Council were discussed. Additional time is needed to determine the amount and placement of vendors and to consider the options presented.

Motion to set a Special Called City Council Meeting on September 2, 2020 at 4:00 pm and to postpone the 53rd Annual Mountain Moonshine Event Application with Road Closures until September 2, 2020 made by S. Tolson; second by M. French. Vote carried unanimously in favor.

11. **OPERATIONAL EFFICIENCY STUDY DISCUSSION:** Mayor Eason stated Dawson County invited the City to consider participating in a joint efficiency study through Carl Vinson with Dawson County and Etowah Water and Sewer Authority during a City/County joint meeting discussion of SPLOST VII. He researched and found an efficiency study available through GMA and thought it more prudent to have our operations looked at individually as opposed to comparing us to a larger entity such as the County and Etowah. Discussed occurred among Council.

Motion to approve the agreement with GMA to provide consulting services for the City not to exceed \$4,000 to be paid from the General Fund FY 2021 budget made by J. Walden; second by S. Tolson. Vote carried unanimously in favor.

MINUTES
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers, City Hall 2nd Floor
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- 12. BOB BOLZ, CITY MANAGER:** City Manager Bolz stated he provided an update on City projects in the packet but also reported on the following:
- Levi Foulks, a utility employee has given his two weeks' notice.
 - Food Truck Friday was successful and enjoyed responsibly by residents.
- 13. HAYDEN WIGGINS, FINANCE ADMINISTRATOR:** Financial reports representing fund balances and activity provided through July 31, 2020.

EXECUTIVE SESSION:

At 5:58 p.m. a motion to close regular session and go into executive session for personnel was made by S. Tolson; second by M. French. Vote carried unanimously in favor.

At 6:22 p.m. a motion to close executive session and resume regular session was made by C. Phillips; second by S. Tolson. Vote carried unanimously in favor.

ADJOURNMENT:

At 6:26 p.m. a motion to adjourn the meeting was made by J. Walden; second by C. Phillips. Vote carried unanimously in favor.

By: CITY OF DAWSONVILLE

Mike Eason, Mayor

Caleb Phillips, Councilmember Post 1

Stephen Tolson, Councilmember Post 2

John Walden, Councilmember Post 3

Mark French, Councilmember Post 4

Attested: _____
Beverly A. Banister, City Clerk

STATE OF GEORGIA
COUNTY OF DAWSON

AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

Mayor Michael Eason, Councilmember John Walden, Councilmember Caleb Phillips, Councilmember Stephen Tolson, and Councilmember Mark French; being duly sworn, state under oath that the following is true and accurate to the best of their knowledge and belief:

1. The City of Dawsonville Council met in a duly advertised meeting on August 17, 2020.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5:58 p.m.
4. The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law: (check all that apply)

Consultation with the City Attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the City or any officer or employee or in which the City or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1);

Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and _____;

Discussion of future acquisition of real estate as provided by O.C.G.A. § 50-14-3(b)(1);

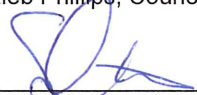
Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a City officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);

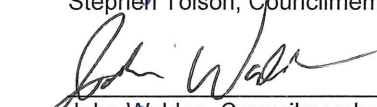
Other _____ as provided in: _____.

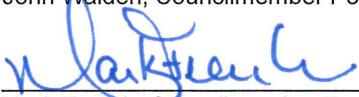
This 17th day of August 2020; By the City of Dawsonville, Mayor and Council:


Mike Eason, Mayor


Caleb Phillips, Councilmember Post #1


Stephen Tolson, Councilmember Post #2


John Walden, Councilmember Post #3


Mark French, Councilmember Post #4

Sworn to and subscribed before me this 17 day of August, 2020.

Beverly A. Banister
Signature, Notary Public

My Commission expires: Feb 18, 2024



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 is 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 17th
day of August, 2020.

CITY OF DAWSONVILLE, GEORGIA

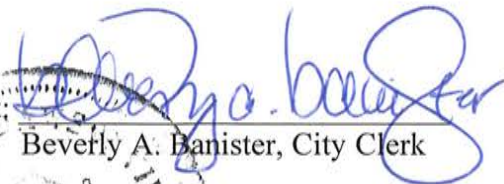

Mike Eason, Mayor


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 General¹ 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.

¹ 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 State 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

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/ybkOl.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 Department²:

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

² 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.go
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 11:09 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



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MINUTES
CITY COUNCIL SPECIAL CALLED MEETING
G.L. Gilleland Council Chambers, City Hall 2nd Floor
Wednesday, September 2, 2020
4:00 P.M.

1. **CALL TO ORDER:** Mayor Mike Eason called the meeting to order at 4:00 pm.
2. **ROLL CALL:** Present were Councilmember John Walden, Councilmember Mark French, Councilmember Caleb Phillips, Councilmember Stephen Tolson, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard and Utilities Director Gary Barr.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember French.
4. **ANNOUNCEMENTS:** Mayor Mike Eason announced a census representative will be at the Farmer's Market on Saturday, 09/05/2020 expressing the importance of everyone being counted in the 2020 census.
5. **APPROVAL OF THE AGENDA:** Motion to amend the agenda to add item #8 Georgia EPD Proposed Expedited Enforcement Compliance Order made by S. Tolson; second by J. Walden. Vote carried unanimously in favor.

Attorney Tallant confirmed according to the City's Charter Section 2.21(b), an amendment to the agenda to add an item of a Special Called meeting can only be done through unanimous approval.

Motion to approve the agenda as amended made by C. Phillips; second by S. Tolson. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** No comments from the public.

BUSINESS

7. FIFTY-THIRD ANNUAL MOUNTAIN MOONSHINE FESTIVAL

- A. PERMIT REQUEST FROM KARE FOR KIDS FOR FESTIVAL:** Rhonda Goodwin and Tiffany Buchan discussed with the Council their plans for the festival regarding placement of the vendors and the efforts to implement practices to prevent the spread of COVID-19. They stated they will not require a person to leave for not wearing a mask but will encourage it and have masks available. With plans not fully in place to date, the Council considered another Special Called meeting to review and consider approval.

Motion to set a Special Called City Council Meeting on September 10, 2020 at 4:00 pm and to postpone the 53rd Annual Mountain Moonshine Event Application with Road Closures until September 10, 2020 made by S. Tolson; second by M. French. Vote carried unanimously in favor.

- B. PERMIT REQUEST FROM GEORGIA RACING HALL OF FAME FOR ALCOHOL SALES AT FESTIVAL:** City Manager Bolz provided a summary of the request for the alcohol application to the City Council.

Motion to approve the alcohol application as submitted made by M. French; second by S. Tolson.

Attorney Tallant asked for clarification as to whether the Council will permit alcohol sales even if the Mountain Moonshine Festival does not go forward. Scott Adams, a representative of the museum, stated they would not sell alcohol if the festival did not occur.

Councilmember French amended his motion to approve the alcohol application upon the contingency of the Mountain Moonshine Festival occurring; second by S. Tolson. Vote carried unanimously in favor.

MINUTES
CITY COUNCIL SPECIAL CALLED MEETING
G.L. Gilleland Council Chambers, City Hall 2nd Floor
Wednesday, September 2, 2020
4:00 P.M.

- 8. GEORGIA EPD PROPOSED EXPEDITED ENFORCEMENT COMPLIANCE ORDER:** City Manager Bolz updated the Council on the request.

Motion to accept the proposed expedited enforcement compliance order as presented made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor.

ADJOURNMENT:

At 4:24 p.m. a motion to adjourn the meeting was made by C. Phillips.; second by J. Walden. Vote carried unanimously in favor.

By: CITY OF DAWSONVILLE

Mike Eason, Mayor

Caleb Phillips, Councilmember Post 1

Stephen Tolson, Councilmember Post 2

John Walden, Councilmember Post 3

Mark French, Councilmember Post 4

Attested: _____
Beverly A. Banister, City Clerk

MINUTES
CITY COUNCIL SPECIAL CALLED MEETING
G.L. Gilleland Council Chambers, City Hall 2nd Floor
Thursday, September 10, 2020
4:00 P.M.

1. **CALL TO ORDER:** Mayor Mike Eason called the meeting to order at 4:00 pm.
2. **ROLL CALL:** Present were Councilmember John Walden, Councilmember Mark French, Councilmember Caleb Phillips, Councilmember Stephen Tolson, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister and Public Works Director Trampas Hansard.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Phillips.
4. **ANNOUNCEMENTS:** Mayor Eason reminded the community to participate in the census and a representative will be present again during the Farmer's Market on Saturday. He also announced Food Truck Friday will be on 09/11/2020 at the Farmer's Market starting at 5:00 pm.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by M. French; second by S. Tolson. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** No comments from the public.

BUSINESS

7. **FIFTY-THIRD ANNUAL MOUNTAIN MOONSHINE FESTIVAL**

A. PERMIT REQUEST FROM KARE FOR KIDS FOR FESTIVAL: Mayor Eason asked Rhonda Goodwin if the Kare for Kids Board has approved holding the festival; she responded the Board has approved it. City Manager Bolz stated approval was received from the Sheriff's department, GDOT approved use of the state highways with the stipulation of meeting the Governor's executive order regarding the pandemic, as well as the Fire Department. Mayor Eason provided a brief overview of the application requests. Tiffany Buchan stated Greg Rowan with the Sheriff's department recommended keeping Route 53 closed (7:00 am to 7:00 pm) to avoid any issues with pedestrian traffic crossing over Route 53 during festival hours. Mayor Eason asked if documentation from the Sheriff's office was available; Tiffany Buchan stated she could get it.

Motion to approve application and road closures as presented and to incorporate signage as directed by the Governor's executive order in effect at the time of the festival made by M. French; second by S. Tolson.

Discussion occurred regarding the placement and assigning of spaces for the vendors. Clarification stated by Councilmember Phillips that if the festival needed to be expanded, the vendors would be placed on Route 53 and the highway will be closed 24 hours a day or if no vendors are placed on Route 53 then the highway would only be closed from 7:00 am – 7:00 pm. Rhonda Goodwin stated they will be filling all the spaces within the park and Allen Street first before using Route 53.

Vote carried unanimously in favor.

ADJOURNMENT:

At 4:33 p.m. a motion to adjourn the meeting was made by S. Tolson; second by J. Walden. Vote carried unanimously in favor.

By: CITY OF DAWSONVILLE

Mike Eason, Mayor

MINUTES
CITY COUNCIL SPECIAL CALLED MEETING
G.L. Gilleland Council Chambers, City Hall 2nd Floor
Thursday, September 10, 2020
4:00 P.M.

Caleb Phillips, Councilmember Post 1

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

SUBJECT: APPROVE CITY HALL CLOSURE ON OCTOBER 23, 2020 FOR MOONSHINE FESTIVAL

CITY COUNCIL MEETING DATE(S): 09/21/2020

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO REQUEST THE CLOSING OF CITY HALL ON FRIDAY, OCTOBER 23, 2020 FOR THE USE OF CITY HALL PROPERTY FOR THE 53RD ANNUAL MOUNTAIN MOONSHINE FESTIVAL

HISTORY/ FACTS / ISSUES:

- **EMPLOYEES WILL BE EXPECTED TO TELEWORK OR COME INTO CITY HALL IF PREFERRED. PTO CAN BE REQUESTED AS WELL**
- **ANNUAL MOONSHINE FESTIVAL IS HELD THE 4TH WEEKEND IN OCTOBER**
- **SET-UP FOR ACTIVITIES, SWAP MEET AND CAR SHOW START ON FRIDAY AT CITY HALL; NO PARKING AVAILABLE FOR RESIDENTS OR STAFF**
- **CITY HALL CLOSED LAST FOURS YEARS FOR THIS EVENT**

OPTIONS:

TO APPROVE, AMEND OR DENY

RECOMMENDED SAMPLE MOTION:

VOTE

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7c

SUBJECT: APPROVE RESOLUTION – BEE CITY USA AFFILIATE

CITY COUNCIL MEETING DATE: 09/21/2020

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO APPROVE THE RESOLUTION DESIGNATING DAWSONVILLE AS A BEE CITY USA AFFILIATE

HISTORY/ FACTS / ISSUES:

REQUEST MADE BY THE DAWSON COUNTY WOMEN'S CLUB WHO DONATED AND PLANTED THE POLLINATOR GARDEN AT MAIN STREET PARK

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

**A RESOLUTION OF DAWSONVILLE CITY COUNCIL
DESIGNATING DAWSONVILLE AS A BEE CITY USA® AFFILIATE.**

WHEREAS, the mission of BEE CITY USA is to galvanize communities to sustain pollinators, responsible for the reproduction of almost 90% of the world's flowering plant species, by providing them with healthy habitat, rich in a variety of native plants and free to nearly free of pesticides; and

WHEREAS, thanks to the more than 3,600 species of native bees in the United States, along with introduced honey bees, we have very diverse dietary choices rich in fruits, nuts, and vegetables; and

WHEREAS, bees and other pollinators have experienced population declines due to a combination of habitat loss, poor nutrition, pesticides (including insecticides, fungicides, and herbicides), parasites, diseases, and climate change; and

WHEREAS, pollinator-friendly communities can benefit local and regional economies through healthier ecosystems, increased vegetable and fruit crop yields, and increased demand for pollinator-friendly plant materials from local growers; and

WHEREAS, ideal pollinator-friendly habitat (A) Is comprised of mostly native wildflowers, grasses, vines, shrubs, and trees blooming in succession throughout the growing season to provide diverse and abundant nectar and pollen, since many wild pollinators prefer or depend on the native plants with which they co-adapted; (B) is free to nearly free of pesticides, as many pesticides can harm pollinators and/or their habitat; (C) comprises undisturbed spaces (leaf and brush piles, unmown fields or field margins, fallen trees and other dead wood) for nesting and overwintering; and (D) provides connectivity between habitat areas to support pollinator movement and resilience; and

WHEREAS, Integrated Pest Management (IPM) is a long-term approach to maintaining healthy landscapes and facilities that minimizes risks to people and the environment by: identifying and removing the causes of pest problems rather than only attacking the symptoms (the pests); employing pests' natural enemies along with cultural, mechanical, and physical controls when prevention is not enough; and using pesticides only when no other method is feasible or effective; and

WHEREAS, supporting pollinators fosters broad-based community engagement in environmental awareness and sustainability; and

WHEREAS, Dawsonville should be certified a *BEE CITY USA* community because Dawsonville is a small town with a very successful Main Street Park. This new Park attracts city and county (Dawson) visitors for a variety of activities. The Dawson County Woman's Club, an affiliate of the General Federation of Women's Clubs, has created and maintained a pollinator garden with native plants, plant identification tags, brochures and signage to educate and encourage the residents of the community to plant a spot for pollinators. Native plants and seeds are distributed on a weekly basis to the public at the Farmers' Market. Pollinator spots are also chosen at local businesses, offices and government buildings and given native plants and a Save our Bees yard sign. Presentations have been provided for the general public regarding pollinators, their perils, protection and plantings.

NOW, THEREFORE, in order to enhance understanding among local government staff and the public about the vital role that pollinators play and what each of us can do to sustain them, Dawsonville chooses to support and encourage healthy pollinator habitat creation and enhancement, resolving as follows:

1. The Dawson County Woman’s Club is hereby designated as the BEE CITY USA sponsor.
2. Bob Bolz, City Manager of Dawsonville, is designated as the BEE CITY USA Liaison.
3. Facilitation of Dawsonville’s BEE CITY USA program is assigned to the Dawson County Woman’s Club Pollinator Committee.
4. The Dawson County Woman’s Club Pollinator Committee is authorized to:
 - a. **Celebration:** Host at least one educational event or pollinator habitat planting or restoration each year to showcase Dawsonville’s commitment to raising awareness of pollinator conservation and expanding pollinator health and habitat.
 - b. **Publicity & Information:** Install and maintain at least one authorized BEE CITY USA street sign in a prominent location, and create and maintain a webpage on the Dawson County Woman’s Club website which includes, at minimum a copy of this resolution and links to the national BEE CITY USA website; contact information for your BEE CITY USA Liaison and Committee; reports of the pollinator-friendly activities the community has accomplished the previous year(s); and your recommended native plant species list and integrated pest management plan (explained below).
 - c. **Habitat:** Develop and implement a program to create or expand pollinator-friendly habitat on public and private land, which includes, but is not limited to, Identifying and inventorying Dawsonville real property that can be enhanced with pollinator-friendly plantings; creating a recommended locally native plant list to include wildflowers, grasses, vines, shrubs, and trees and a list of local suppliers for those species; and, tracking (by square footage and/or acreage) annual area of pollinator habitat created or enhanced.
 - d. **Pollinator-Friendly Pest Management:** Create and recommend to the public an integrated pest management (IPM) plan designed to prevent pest problems, reduce pesticide use, and expand the use of non-chemical pest management methods.
 - e. **Policy & Plans:** Provide input for the Design Guidelines of the Dawsonville Comprehensive Plan related to the BEE CITY USA designation and goals.
 - f. **Renewal:** After completing the first calendar year as a BEE CITY USA affiliate, each February, apply for renewal of Dawsonville’s BEE CITY USA designation following the format provided by BEE CITY USA, including a report of the previous year’s BEE CITY USA activities, and paying the renewal fee based on Dawsonville’s population.

SO ADOPTED AND RESOLVED by the Dawsonville City Council of the Dawsonville, GA, this _____ day of _____, 2020.

**MAYOR AND DAWSONVILLE CITY
COUNCIL**

By: _____
Mike Eason, Mayor

Caleb Phillips, Council Member Post 1

Stephen Tolson, Council Member Post 2

John Walden, Council Member Post 3

Mark French, Council Member Post 4

ATTESTED TO BY:

Beverly A. Banister, City Clerk



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7d

SUBJECT: APPROVE SECOND AMENDMENT TO FARMER'S MARKET USE AGREEMENT

CITY COUNCIL MEETING DATE: 09/21/2020

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPROVE THE SECOND AMENDMENT TO THE FARMER'S MARKET USE AGREEMENT

HISTORY/ FACTS / ISSUES:

**ADDITIONAL HOURS ON WEDNESDAY REQUESTED UNTIL 7:00 PM (DUSK)
ADDITIONAL MARKET DAYS (WEDNESDAYS AND SATURDAYS) THROUGH NOVEMBER
2020**

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

SECOND AMENDMENT TO FARMERS MARKET USE AGREEMENT

This Second Amendment to Farmers Market Use Agreement (hereinafter referred to as the “Second Amendment”) is entered into and effective this _____ **day of September, 2020**, by and between the **CITY OF DAWSONVILLE** (hereinafter referred to as “CITY”), a Georgia municipal corporation, and the **DAWSON COUNTY CHAMBER OF COMMERCE, INC.**, a Georgia non-profit corporation, by and through its authorized committee the **AMICALOLA REGIONAL FARMERS MARKET**, (hereinafter referred to as “CHAMBER”) for the use of the CITY’s Farmers Market Pavilion located on Allen Street (hereinafter referred to as “the Pavilion”).

WITNESSETH:

WHEREAS, the parties hereto previously entered into a Farmers Market Use Agreement on March 11, 2020 (the “Agreement”); and

WHEREAS, the parties entered into a First Amendment to Farmers Market Use Agreement (hereinafter referred to as the “First Amendment”) on July 21, 2020.

WHEREAS, the parties have determined that their needs have changed slightly since the Agreement and the First Amendment were executed and have determined that this Second Amendment serves the best interest of all parties.

NOW THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein and other good and valuable consideration mutually exchanged this date between parties hereto, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree to this Second Amendment to Farmers Market Use Agreement by deleting paragraphs 2, 3 and 5 from the Agreement and First Amendment and substituting new paragraphs 2, 3 and 5 as follows:

2. Term of this Agreement. This Agreement shall become effective on execution by the parties and shall continue in full force and effect until terminated. The CHAMBER shall have use of the Pavilion as set forth hereinafter on Saturdays and Wednesdays from April 18, 2020 until November 28, 2020. This Agreement shall terminate after November 28, 2020 unless renewed by the parties in writing.

3. Consideration. In consideration of the right to use the Pavilion to hold farmers markets, CHAMBER agrees to pay ten dollars (\$10) per month for three (3) months to the CITY beginning April 18, 2020 and fifteen dollars (\$15) for five (5) months beginning July 18, 2020.

5. Duties and Obligations of CHAMBER. CHAMBER shall hold a Farmers Market at the Pavilion each Saturday and Wednesday during the Term. Said schedule shall cover an eight (8) month period and include the start and ending times for each occurrence of the Farmers Market. On Saturdays, the Farmers Market shall not open for sales before 8:00 a.m. and shall end sales no later than dusk. On Wednesdays, the Farmers Market shall not open for sales before 2:00 p.m. and shall end sales no later than dusk. CHAMBER shall be responsible for the policing, monitoring, and regulating products sold at each Farmers Market, as well as policing, monitoring, and regulating any vendors that CHAMBER allows to sell products at any occurrence of its Farmers Market. CHAMBER shall keep the Pavilion in a clean, neat, litter-free, and orderly condition, and shall be responsible for cleaning up after each use of the Pavilion. CHAMBER shall pick up any trash or debris left from the use of the Pavilion or sale of products, as well as return the Pavilion to the CITY in the condition it was found prior to use. CHAMBER shall not dispose, or allow any vendor to dispose of, any unsold merchandise on site or in on site

trash receptacles. At no time shall CHAMBER allow more than thirty (30) vendors to sell its products or merchandise at any occurrence of the Farmers Market.

Other than as modified hereinabove, all terms of the Agreement and First Amendment shall remain in place and are ratified by the parties. In witness whereof, the parties hereto have executed this Second Amendment on the date(s) set forth below with an effective date of the last to sign.

CITY OF DAWSONVILLE

DAWSON COUNTY CHAMBER OF COMMERCE, INC.

By: Mike Eason, Mayor

By: Christie Moore, CEO

Date: _____

Date: _____

Attest:

Beverly Banister, Clerk

Connie Smith, Secretary



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7e

SUBJECT: **APPROVE CONSULTING AGREEMENT WITH GARY BARR**

CITY COUNCIL MEETING DATE: 09/21/2020

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO APPROVE CONSULTING AGREEMENT WITH GARY BARR

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

CONSULTING AGREEMENT
BETWEEN GARY BARR AND CITY OF DAWSONVILLE

WHEREAS, Gary Barr (hereinafter “Barr”) is retiring from his employment as Director of Utilities with the City of Dawsonville (hereinafter “City”) effective September 30, 2020;

WHEREAS, Barr has extensive knowledge and background in the City’s water and sewer infrastructure, stormwater and watershed systems and operations;

WHEREAS, the City desires to consult with Barr from time to time over the time period of this Consulting Agreement (hereinafter the “Agreement”) for the purpose of ensuring a smooth transition and continued efficient operation of its Utilities Department; and

WHEREAS, Barr is willing to provide Consulting Services (hereinafter the “Services”) to the City based upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits accruing to each of the parties hereunder and for other good and valuable consideration, they agree as follows:

1. Barr will provide the Services as directed by the City Manager and for all purposes hereunder shall report to the City Manager. Barr shall have no authority to approve expenditures, requisitions or purchase orders for the City. Barr shall have no personnel supervisory duties related to City employees. Barr shall not be an employee of the City, but will be an independent contractor.
2. The Services shall be provided both during the City business day as well as from time to time during evening hours to attend meetings or to assist with unanticipated emergency situations.
3. The Services provided shall not exceed 10 hours per week. Barr shall be paid compensation of \$41.75 per hour for the Services on a monthly basis. No compensation shall be paid for any hours in excess of 10 hours per week absent prior approval by the City Manager for an emergent situation. Barr will be responsible for payment of all taxes, fees or costs owed to federal, state or local authorities as a result of the compensation paid hereunder.
4. Barr will present a monthly invoice to the City reflecting the days and hours worked. The City will pay the monthly invoice within ten (10) business days following the date it is submitted by Barr.
5. Barr shall provide the following scope of Services as requested and directed by the City Manager during the term of this Agreement:

- a. Provide recommendations for strategic planning for all water, sewer, stormwater and watershed systems for the City of Dawsonville.
 - b. Provide recommendations for the operation and administration of water and wastewater treatment, engineering and construction services, environmental compliance and permitting.
 - c. Provide recommendations for departmental budget, especially with regard to long range planning.
 - d. Assist with the development of annual revenue forecasts and corresponding budgets.
 - e. Provide recommendations for long and short-range plans for both water and sewer systems improvements and expansions, the development of five-year Capital Improvement Program and associated financing plans.
 - f. Provide recommendations related to capital projects, including development of plans and specifications.
 - g. Assist the Planning and Zoning Director and the City Manager in meetings with developers to review water and sewer planning.
 - h. Provide recommendations and assist with meetings with the State Department of Transportation, various Dawson County departments, and City Public Works and Planning Departments to coordinate road and other improvements that impact water, sanitary sewer, and stormwater systems.
 - i. Provide recommendations and assist with meetings with GA DNR EPD, Corps of Engineers, EPA, and others regarding water and sewer system operations, permits, governing regulations and reporting requirements.
 - j. Provide recommendations regarding the City's Sewer Use Ordinance, Industrial Pretreatment Program, Water Conservation Program and City Subdivision Regulations related to water and sewer requirements.
 - k. Such other related consulting services as may be requested by the City Manager.
6. The term of this Agreement shall be from October 1, 2020 until June 30, 2021 unless earlier terminated. Either party has the right to terminate this Agreement upon ten (10) business days written notice to the other.
 7. This Agreement is the entire agreement of the parties and shall be governed in all aspects by Georgia law.

SO AGREED, this the _____ day of September, 2020.

CITY OF DAWSONVILLE, GEORGIA

GARY BARR

By: _____
Mike Eason, Mayor

By: _____
Gary Barr

Attest:

Beverly A. Banister, City Clerk



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8

SUBJECT: APPOINTMENT – DAWSONVILLE HISTORY MUSEUM BOARD OF DIRECTORS

CITY COUNCIL MEETING DATE: 09/21/2020

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPOINT CODY DINSMORE TO THE DAWSONVILLE HISTORY MUSEUM BOARD OF DIRECTORS TO FILL THE UNEXPIRED TERM OF TRAMPAS HANSARD THROUGH 08/04/2022

HISTORY/ FACTS / ISSUES:

- **VETTING PROCESS IS COMPLETE**
- **NOMINATED BY THE DAWSONVILLE HISTORY MUSEUM BOARD OF DIRECTORS**

OPTIONS:

AMEND OR APPROVE

RECOMMENDED SAMPLE MOTION:

VOTE

REQUESTED BY: Donna Blanton, Human Resource Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 9

SUBJECT: SOLID WASTE COLLECTION SERVICE CONTRACT RENEWAL AND
ESTABLISH ANNUAL CITY SERVICE CHARGE

CITY COUNCIL MEETING DATE: 09/21/2020

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

1. TO PRESENT THE NEW RATE OF COMPENSATION TO THE SOLID WASTE CONTRACTOR FOR RENEWAL OF SERVICES IN 2021 AS PERMITTED IN THE CONTRACT
 2. TO ESTABLISH THE CITY'S ANNUAL SERVICE CHARGE TO COVER THE ADMIN AND CAPITAL COSTS INCURRED FOR PROVIDING THE SERVICE TO RESIDENTS
-

HISTORY/ FACTS / ISSUES:

2020 CONTRACTOR RATE - \$13.00 PER CAN, PER MONTH

2021 CONTRACTOR RATE - \$13.20 PER CAN, PER MONTH

2020 CITY SERVICE CHARGE TO RESIDENTS - \$15.50

2021 RECOMMENDED SERVICE CHARGE TO RESIDENTS – \$15.50

OPTIONS:

APPROVE, AMEND, DENY

RECOMMENDED SAMPLE MOTION:

APPROVE NEW CONTRACTOR RATE OF \$13.20 PER CAN, PER MONTH FOR 2021 AND SET 2021 SERVICE CHARGE TO RESIDENTS AT \$15.50

REQUESTED BY: Hayden Wiggins, Finance Administrator



2 RUBY ST., GAINESVILLE, GA 30501
WWW.REDOAKSANITATION.COM
(770) 536-7868

To Whom It May Concern,

Beginning back in March when the virus kept everyone at home and thru August, our average weight per customer has gone up about 1/3. As things have begun to return to normal the average weight per customer has remained high.

As we know these are hard times for all we are working to minimize our necessary increase to the city.

With our increased landfill numbers we feel that we can service the city in 2021, with an additional twenty cents per month per customer to bring the monthly rate to \$13.20.

Sincerely,

Stub Luce
President
Red Oak Sanitation

Sec. 14-141. - Service charge for garbage collection.

- (a) For garbage service collection, each address for which garbage service is provided pursuant to the terms of this article shall be assessed a monthly service charge.
- (b) In the event that multiple addresses deposit their garbage into a single collection location, a separate service charge shall be assessed on each of those addresses, even if only a single garbage collection pick-up is made for all of them.
- (c) The service charge assessed pursuant to this section shall be based upon the cost to the City of Dawsonville to provide this service to its citizens, in the following manner:
 - (1) *Baseline charge:* The baseline upon which the service charge is determined shall be the cost per address charged by the garbage collection contractor awarded the contract to collect garbage in the City of Dawsonville. In the event that the garbage collection contractor awarded the contract to collect garbage in the City of Dawsonville charges the city a flat fee, not based upon the number of addresses receiving the service, then the baseline upon which the service charge is to be determined shall be the cost charged by the garbage collection contractor, divided by the number of addresses receiving the service.
 - (2) *Calculation of service charge:* The service charge shall be the baseline referred to in subsection (c)(1) above, plus an additional fee or charge in an amount, to be determined and approved by the city council annually, to cover the administrative and capital costs incurred by the city in providing such garbage collection services. The total service charge amount (baseline plus administrative/capital cost fee) shall be assessed and collected on a monthly basis from each address for which garbage service is provided pursuant to the terms of this article.
- (d) The service charge provided for in this section may be incorporated into the water bill for those addresses which receive water and garbage service from the city. In the event that an address which receives garbage service from the city does not also receive water service from the city, the garbage service fee shall be assessed by separate invoice.

(Ord. of 12-5-2005(3), § 6; Ord. of 2-4-2019, § 1)



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 10

SUBJECT: _____ **STAFF REPORT: CITY MANAGER** _____

CITY COUNCIL MEETING DATE: 09/21/2020

BUDGET INFORMATION: GL ACCOUNT # _____ NA _____

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

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

PURPOSE FOR REQUEST:

TO PROVIDE PROJECT UPDATES

HISTORY/ FACTS / ISSUES:

SEE ATTACHED OUTLINE

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

CITY MANAGER'S REPORT – SEPTEMBER 21, 2020

COVID-19 Update: City Hall has re-opened, and most staff have now returned from teleworking. Everyone's temperature is checked as they come to work, both at City Hall and at the maintenance facilities. PPE is available for all personnel. Public Works and Utilities are still asked to ride one to a vehicle. We continue to participate in weekly GMA teleconferences and bi-weekly teleconferences with the Dawson County Pandemic Stakeholders Committee. We utilize our disinfectant fogger every two weeks in an effort to keep our facilities safe for customers and staff.

Farmer's Market: The Farmer's Market added Wednesday from 3-6PM to their Saturday 8AM-12PM schedule. They have asked to remain open until 7 PM on Wednesday evening to allow folks returning home from work to shop. Saturdays continue to be well attended. They have also suggested continuing the market into November for fall harvests I have submitted these changes to our attorney for upgrading their contract

Playground: The new playground continues to be a hit with standing room only crowds common. We have had some troubles with Junior High kids, over the 12 YOA restriction, trying to monopolize the equipment with several complaints from parents about language, vaping, and fear for their smaller children. We have been working with the DCSO to resolve this problem along with staff being present during these times.

Everlast & the Main Street Park Rest Room: A walk-thru was conducted and a Punch List developed. At this writing, another walk-thru to ascertain if all punch list items have been resolved is scheduled for Friday, September 18th. I hope by Monday night meeting, I will be able to bring good news.

Main Street Park: While the contracts for the fencing and rest room are drawing to a close, and the landscape contract in the warranty phase; staff continue to work hard to maintain and add amenities. Currently we have three Eagle Scout candidates who are interested in projects in the park. One candidate is working on the dog park and has already raised \$3,000 to go toward that project. Another candidate desires to build a trail connecting the park to the library and fire station #1 that would also include a loop trail through the adjoining wooded area. A third candidate will be discussing development of a disc golf course. Staff are seeking bids on construction of a picnic shelter and plan to install boulders to prevent vehicles from driving on park grounds. We have been blessed with a number of donations. In addition to the Civitan's donation of a wheelchair swing and the Women's Club donation of pollinator gardens and eight benches, we have a new swing donated in Memory of Nancy Eason, donation of another swing by the family of KK Turner, donation of some trees, and additional benches. The dog park grading and hydroseeding has been completed and irrigations will soon be added to the pollinator gardens.

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-eight week required lead time. Once the manhole is received, hopefully in early October, they will begin the project.

Paving Repairs - Main Street, Memory Lane and Jack Heard Street: Turnipseed Engineering is preparing 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 this fall with hopes of getting the project completed before winter. This project is funded through SPLOST VI.

Sidewalks: Turnipseed Engineering is also engineering sidewalks connecting Main Street Park to the Farmer's Market.

Refurbish and Painting of Burt's Crossing Water Tower: This project is scheduled for this fiscal year in the Enterprise Fund and should be going out for bid soon with a pre-bid meeting scheduled for October 22nd.

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. We received and responded to a Safety Audit Report of downtown/Hwys 53 and 9 that was conducted in October 2019.

Personnel: We have made a number of staffing changes and promotions to make our operation more efficient and to provide better customer service.

- David Picklesimer interviewed and was promoted from Inspector to Planning & Zoning Director. We are excited about his changes and anticipate great things from his leadership and experience.
- With David's promotion, this leaves a tremendous void in the Inspector position. We are advertising for this vacancy.
- Stacy Harris will transfer from Customer Service Technician/Information Technology Specialist to an administrative position in Planning and Zoning. Some of her duties were moved to other staff. She will continue to handle our IT program. Her first task, a monumental one, is to bring order to the chaos that is the files in the PZ Department. Since the days of Steve Holder, these files have never been consistently and properly taken care of.
- With Stacy's transfer upstairs, a big hole is created in the front office and we are seeking applicants now.
- Utility Director Gary Barr has decided to retire after 30 exemplary years of service. His last day will be September 30th. We hope to hire him as a consultant for 10 hours per week to take advantage of his knowledge. In that role he will primarily handle strategic planning and capital projects. We will not fill his position initially. Jacob will continue his job as Foreman in that department.
- We continually seek to fill the one vacant position of Treatment Plant Operator in the Utility Department. We hope to interview soon.

Employee Recognition: Even though City Council Meetings were being handled virtually for several months, our recognition of our outstanding employees continues. I wanted to summarize those for you here. Perhaps in October we can start recognizing staff again at in person meetings.

- Beverly Banister – Attained Certified Clerk status
- Clay Moss – Became a Certified Playground Inspector by the CPSI
- Employee of the Month:
 - January 2020 – Stan Zaverhuka
 - February 202 – David Picklesimer
 - March 2020 – Tracy Smith
 - April 2020 – Bev Banister
 - May 2020 – Trampas Hansard
 - June 2020 – Hayden Wiggins
 - July2020 – David Picklesimer

- Employee of the Quarter
 - 1st Quarter (January-March) – Stan Zaverhuka
 - 2nd Quarter (April-June) – Trampas Hansard

Relay for Life: Originally scheduled for September 18th, the Cancer Society has cancelled all events for 2020 due to pandemic safety concerns. They hope to reschedule this event for April 2021.

Gold Rush Festival: The Dahlonega-Lumpkin County Jaycees decided in the interest of public health it best to cancel this year's event.

Food Truck Night: The September 11th Friday Night Food Truck Night was a tremendous success with an estimated 400 people in attendance. A Cruise In was also offered by the GRHOF; however, their need for use of the parking lot in front of City Hall interfered with the needed parking for our event. I recommend for future events, if a Cruise In is offered, it either be restricted to the parking lot behind the GRHOF or not allowed at the same time as our event. Our next event is October 2nd.

Leak Adjustment Adjustments August 15 thru September 15:

Vic Gravitt – Water \$59.18, Sewer \$78.71, Total \$137.89 Notes: Adjusted over two cycles, main broke.



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 11

SUBJECT: STAFF REPORT: FINANCE ADMINISTRATOR

CITY COUNCIL MEETING DATE: 09/21/2020

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

- **TO PRESENT FUND BALANCE AND ACTIVITY THROUGH AUGUST 31, 2020**

HISTORY/ FACTS / ISSUES:

SEE ATTACHED FINANCIAL REPORTS

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Hayden Wiggins, Finance Administrator

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

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Taxes	\$ 1,235,050	\$ 240,946	19.51%
Licenses and permits	115,975	35,044	30.22%
Intergovernmental revenues	25,000	50,976	203.90%
Fees	269,200	34,876	12.96%
Other	234,473	11,934	5.09%
	<u>1,879,698</u>	<u>373,776</u>	<u>19.88%</u>
EXPENDITURES			
Department:			
Council	99,215	18,852	19.00%
Mayor	21,380	33,038	154.53%
Elections	-	-	0.00%
Administration	739,865	146,382	19.78%
City Hall building	118,000	25,981	22.02%
Animal control	1,500	-	0.00%
Roads	537,517	171,888	31.98%
Parks	47,000	279,881	595.49%
Planning and zoning	285,721	32,394	11.34%
Economic development	29,500	2,000	6.78%
	<u>1,879,698</u>	<u>710,416</u>	<u>37.79%</u>
TOTAL REVENUES OVER EXPENDITURES		(336,640)	
Transfer in From Reserves		<u>336,640</u>	
NET CHANGE IN FUND BALANCE		<u><u>-</u></u>	

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

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Water fees	\$ 680,000	\$ 130,777	19.23%
Sewer fees	794,000	149,054	18.77%
Garbage fees	203,500	35,850	17.62%
Miscellaneous	<u>205,310</u>	<u>50,702</u>	<u>24.70%</u>
 Total revenues	 <u>1,882,810</u>	 <u>366,383</u>	 <u>19.46%</u>
EXPENDITURES			
Depreciation	574,000	68,836	11.99%
Garbage service	212,000	29,157	13.75%
Group insurance	85,056	21,984	25.85%
Insurance	38,200	-	0.00%
Interest	87,450	14,622	16.72%
Payroll taxes	22,752	5,685	24.99%
Professional	98,000	14,716	15.02%
Miscellaneous	52,500	8,822	16.80%
Repairs/supplies	187,500	25,418	13.56%
Retirement	17,000	3,957	23.28%
Salaries	297,402	75,050	25.24%
Technical services	66,000	6,698	10.15%
Utilities	<u>144,950</u>	<u>10,714</u>	<u>7.39%</u>
 Total expenditures	 <u>1,882,810</u>	 <u>285,659</u>	 <u>15.17%</u>
 INCOME (LOSS)		 <u><u>80,724</u></u>	

CITY OF DAWSONVILLE, GEORGIA

SPLOST

July 1, 2020 - August 31, 2020

SPLOST VI

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Taxes	1,062,750	232,515	21.88%
Interest	2,000	76	3.80%
Other	-	-	0.00%
	<u>1,064,750</u>	<u>232,591</u>	<u>21.84%</u>
EXPENDITURES (Capital Outlays)			
City hall acquisition	680,000	26,322	3.87%
Roads and sidewalks	375,750	22,408	5.96%
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	1,500	16.67%
Parks and recreation	-	-	0.00%
	<u>1,064,750</u>	<u>50,230</u>	<u>4.72%</u>
TOTAL REVENUES OVER EXPENDITURES		182,361	
Transfer in From Reserves		<u>-</u>	
NET CHANGE IN FUND BALANCE		<u>182,361</u>	

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

Project	Original Budget	Current Project Budget	Prior Year Project to Date	Current Year	Total	Percent of Budget Used	Project Percent Complete	Project Description
Roads, Streets, Bridges and Sidewalks	1,250,000	1,250,000	504,739	22,408	527,147	42.17%	100.00%	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	1,500	1,072,902	107.29%	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	26,322	1,373,178	68.66%	67.00%	We have paid more down as funding allowed
Total	\$ 9,650,000	\$ 7,650,000	\$ 5,981,719	\$ 50,230	\$ 6,031,949	78.85%		

MSP Recap

Total Through 8/31/20	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
Total MSP Expenditures	\$ 3,140,676