AGENDA

CITY COUNCIL REGULAR MEETING AND WORK SESSION City Hall, G.L. Gilleland Council Chambers

Monday, October 19, 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 held October 5, 2020
 - Executive Session held October 5, 2020
 - b. Approve 2021 Solid Waste Collection Service Contract
 - c. Approve Bid and Budget Amendment for Dog Park Fencing
- 8. Employee Recognition
 - a. Gary Barr 30 Years of Service
 - b. Beverly Banister Georgia Certified Clerk

BUSINESS

- 9. Proclamation Retired Educators Day
- 10. Resolution Tar Wars: Declaring Vaping and Tobacco Use a Public Health Crisis

WORK SESSION

- 11. Eagle Scout Candidate Projects
 - a. Dog Park at Main Street Park
 - b. Trail from Main Street Park to the Library
 - c. Lending Library for Small Children at Main Street Park
- 12. 2021 Meeting Calendar Draft
- 13. Fifty-Third Mountain Moonshine Festival Update
- 14. Discussion of Joint Meeting with Dawson County Board of Commissioners Regarding SPLOST VII

STAFF REPORTS

- 15. Bob Bolz, City Manager
- 16. 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 November 2, 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	ECT: CONSENT AGENDA		
CITY COUNCIL MEETING DATE:	10/19/2020		

PURPOSE FOR REQUEST:

CONSIDERATION AND APPROVAL OF ITEMS BELOW; SEE ATTACHED SUPPORTING DOCUMENTS

- a. Approve Minutes
 - Regular Meeting held October 5, 2020
 - Executive Session held October 5, 2020
- b. Approve 2021 Solid Waste Collection Service Contract
- c. Approve Bid and Budget Amendment for Dog Park Fencing



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #__7a___

SUBJECT: APPROVE MINUTES	
CITY COUNCIL MEETING DATE: 10/19/2020	
BUDGET INFORMATION: GL ACCOUNT #NA	
☐ Funds Available from: Annual Budget Capital Budget Other	
☐ Budget Amendment Request from Reserve:Enterprise FundGeneral Fund	
PURPOSE FOR REQUEST:	
TO APPROVE THE MINUTES FROM:	
 REGULAR MEETING HELD OCTOBER 5, 2020 EXECUTIVE SESSION HELD OCTOBER 5, 2020 	
HISTORY/ FACTS / ISSUES:	
OPTIONS:	
AMEND OR APPROVE AS PRESENTED	
	_
RECOMMENDED SAMPLE MOTION:	
REQUESTED BY: Beverly Banister, City Clerk	

MINUTES CITY COUNCIL REGULAR MEETING

G.L. Gilleland Council Chambers, City Hall 2nd Floor Monday, October 5, 2020 5:00 P.M.

- 1. CALL TO ORDER: Mayor Pro Tem Stephen Tolson called the meeting to order at 5:00 pm.
- 2. ROLL CALL: Present were Councilmember John Walden, Councilmember Mark French, Councilmember Caleb Phillips, Mayor Mike Eason (via teleconference), City Attorney Dana Miles, 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 French.
- **4. ANNOUNCEMENTS:** Mayor Pro Tem Tolson announced residents can still register to vote online with a valid Georgia ID and early voting begins October 12, 2020.
- 5. APPROVAL OF THE AGENDA: Request by Mayor Pro Tem Tolson to remove the approval of the minutes for the Special Called Meeting held September 29, 2020 from the consent agenda; the item will become item #8 on the agenda.

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

- **6. PUBLIC INPUT:** No comments from the public.
- **7. CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a, b) made by M. French; second by J. Walden. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting and Work Session held September 21, 2020
 - Executive Session held September 29, 2020
 - b. Approve Lease Agreement for Printer/Scanner for Planning and Zoning Department

BUSINESS

8. APPROVE MINUTES FROM THE SPECIAL CALLED MEETING HELD SEPTEMBER 29, 2020: Mayor Pro Tem Tolson explained a clarification is needed on the motion for item #7 Review Conditions of the Fifty-Third Annual Mountain Moonshine Festival Permit. He clarified the Mayor and/or the Mayor Pro Tem will be responsible for the decision to consider the closure of Hwy 53 during the Mountain Moonshine Festival.

Motion to approve the minutes to include the clarification of the Mayor and/or the Mayor Pro Tem to determine the closure of Hwy 53 during the Fifty-Third Annual Mountain Moonshine Festival made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor.

PUBLIC INPUT

City Clerk Banister announced she received a public input request; Council agreed to hear from the citizen.

• Mike Turner – 1090 Oak Haven Drive, Roswell, GA: He expressed his concern to the City Council and requested resolution regarding a large white truck parked on his property and part on City Property without permission in the center of town. The truck is blocking and impeding business to a food truck that is permitted to be on his property. He has contacted the company who has promised to take care of the problem, however, he wanted to alert the Council about the truck blocking a local business. City Council directed Trampas Hansard to place No Overnight Parking signs on our property.

EXECUTIVE SESSION:

At 5:12 p.m. a motion to close regular session and go into executive session for personnel was made by C. Phillips; second by J. Walden. Vote carried unanimously in favor.

At 5:33 p.m. a motion to close executive session and resume regular session was made by M. French; second by J. Walden. Vote carried unanimously in favor.

MINUTES CITY COUNCIL REGULAR MEETING

G.L. Gilleland Council Chambers, City Hall 2nd Floor Monday, October 5, 2020 5:00 P.M.

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At 5:35 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
	Solii Walash, Saahalimamaa 1 Sat S
	Mark French, Councilmember Post 4
Attested:	
Beverly A. Banister, City Clerk	

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 October 5, 2020.
2.	During such meeting, the Board voted to go into closed session.
3.	The executive session was called to order atp.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 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 5 th day of October 2020; By the City of Dawsonville, Mayor and Council: Mike Eason, Mayor
	Caleb Phillips, Councilmember Post #1
	John Ch
	Stephen Tolson, Councilmember Post #2
	Sohn Walden, Councilmember Post #3
	WarkterCr
	Mark French, Councilmember Post #4
Sworn t	day of October, 2020.
Signatu	re, Notary Public EXPIRES 2/18/2024
My Con	nmission expires: Feb. 18, 2021 COUNTY COUNT



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #_7b___

SUBJECT: APPROVE 2021 SOLID WASTE COLLECTION SERVICE CONRACT
CITY COUNCIL MEETING DATE: 10/19/2020
BUDGET INFORMATION: GL ACCOUNT #
☐ Funds Available from: Annual Budget Capital Budget Other
☐ Budget Amendment Request from Reserve:Enterprise FundGeneral Fund
PURPOSE FOR REQUEST:
TO APPROVE THE CONTRACT WITH RED OAK SANITATION TO PROVIDE SOLID WASTE COLLECTION SERVICE TO THE CITY FOR 2021
HISTORY/ FACTS / ISSUES:
 SERVICE TERMS AND CONDITIONS ARE THE SAME AS 2020 EXCEPT THE CONTRACTOR RATE, WHICH WAS APPROVED AT \$13.20 PER CAN, PER MONTH AT THE 09/21/2020 MEETING
CONTRACT APPROVED BY LEGAL
OPTIONS:
APPROVE, AMEND, DENY
RECOMMENDED SAMPLE MOTION:
REQUESTED BY: <u>Hayden Wiggins, Finance Administrator</u>

CONTRACT FOR SOLID WASTE COLLECTION SERVICE

THIS CONTRACT FOR SOLID WASTE COLLECTION SERVICE (this "Agreement") made and entered into effective on the 1st day of January, 2021, by and between the City of Dawsonville, a political subdivision of the State of Georgia, by and through its City Council, hereinafter referred to as "City," and Red Oak Sanitation Inc., a Georgia Corporation, acting by and through its duly authorized officers hereinafter referred to as "Contractor."

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

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

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

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

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

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

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

THEREFORE, City and Contractor agree as follows:

1. **DEFINITIONS**

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

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

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

2. **SCOPE OF WORK**

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

3. **COLLECTION**

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

- by the City, plus extra trash. Extra trash cannot consistently exceed 50 gallons per week, or an additional cart will be required for \$10/month.
- (b) The Contractor shall collect up to four (4) bags or bundles of Yard Debris placed Curbside on the first Monday of each month from the Residential Premises. All yard waste must be cut and bundled in sections no greater than three (3) feet in length. Bundles may be no larger than twelve (12) inches in diameter. Bags, cans, or bundles cannot exceed twenty (20) pounds in weight. Large branches & limbs cannot exceed 3 inches in diameter or 3 feet in length.
- (c) Contractor will not take any construction debris, rock, dirt, sod, mulch, railroad ties, concrete, paint, oil, logs, or trees. Contractor does not offer a tree removal service.
- (d) The day of collection shall be Monday unless otherwise mutually agreed by Contractor and City.
- (e) The occupant of the Residential Premises and Commercial Hand-load Customer shall bag garbage and rubbish, and place only Garbage and Rubbish in the proper container.
- (f) The occupant of the Residential Premises and Commercial Hand-load Customer shall place the container(s) at Curbside by 6:00 AM on the designated collection day. The occupant of the Residential Premises shall place Yard Debris in paper bags designed for Yard Debris at Curbside by 6:00 AM on the designated collection day.
- (g) Contractor shall not be responsible for collection of Garbage and Rubbish not placed in the proper container.
- (h) Contractor shall not be responsible for any container, or Yard Debris, not in the proper location at time of service, which is Curbside.
- (i) Occupants of Residential Premises and Commercial Hand-load Customer may request more special services at a price to be agreed upon by the occupant and Contractor and paid monthly by the occupant directly to contractor via ACH.
- 3.2 <u>Elderly and Disabled</u>. Contractor shall provide side-door pick-up to elderly or disabled residents as designated by the City who are physically unable to place container at Curbside on pick-up day. In no case will the quantity of persons receiving backyard pick-up exceed two percent (2%) of the total Residential Premises. Contractor shall provide side-door Residential Solid Waste collection service at no additional charge for those residents not physically able to take Carts to Curbside, provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside and the resident provides an affidavit from a physician certifying the physical disability. In no event will side-door or backdoor service be provided at a distance of more than 150 feet from the public roadway. In the event where side-door or backdoor service is provided pursuant to this Section, the occupant shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste in bags, designed to accommodate storage of waste, each bag not to exceed 30 pounds in weight.
- 3.3 <u>Location of Containers for Collection</u>. The Container and bagged Yard Debris shall be placed at Curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers,

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

4. ROUTES AND HOURS OF COLLECTION OPERATION

- 4.1 <u>Hours of Operation</u>. Collection of Residential Solid Waste shall not start before 6:00 AM nor continue after 7:00 PM on the same day.
- 4.2 <u>Routes of Collection</u>. Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or day of collection, which approval shall not be unreasonably withheld. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Residential Units.
- 4.3 Holidays. The following shall be holidays for the purpose of this Contract:

New Years' DayJuly 4thThanksgiving DayMemorial DayLabor DayChristmas Day

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

- 4.4 <u>Complaints</u>. All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse not collected within 24 hours after the complaint is received.
- 4.5 <u>Containers</u>. The Contractor agrees to be back charged for trash containers that require replacement due to the negligence and/or abuse of Contractor's personnel during refuse collection.
- 4.6 <u>Collection Equipment and Personnel</u>. The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Residential Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.
- 4.7 Office. The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient local service telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. daily on regular collection days.
- 4.8 Access. The Contractor shall be required to provide collection services to all Residential Premises located on roadways accessible to standard waste collection vehicles. The City shall maintain all publicly-owned roads and bridges in a condition that affords access by Contractor's standard waste collection vehicles. The City shall require occupants of Residential Premises to place Carts and bagged Yard Debris at curbside for collection. The City shall require occupants of Residential Premises not accessible to standard waste collection vehicles to place Carts and bagged Yard Debris at an accessible location on a roadway agreed upon by the occupant and the Contractor. If the City or Contractor determines that, for whatever reason, the occupants of Residential Premise cannot place

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

DISPOSAL

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

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

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

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

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

6. **COMPENSATION**

- 6.1 <u>Rates of Compensation for One (1) Year Rate Period</u>. Contractor shall be paid by the City for solid waste collection, Yard Debris removal, and disposal services provided hereunder at the rate of \$13.20 per month per address (Residential or Commercial Hand-load) There shall be no charge for services provided to City Hall.
- Renewal; Rates of Compensation for Subsequent One (1) Year Rate Periods. Upon the mutual agreement of the City and Contractor, the parties may renew this Agreement for additional terms. Prior to the end of the initial one (1) year term of this Agreement, and at each one (1) year interval thereafter, the City and the Contractor may enter into negotiations to establish, and agree upon, rates of compensation to be paid to Contractor during the next ensuing one (1) year term. The rates shall be based on Contracts' capital, operating, disposal, and management costs projected to be incurred during the next one (1) year term, and a fair and reasonable profit margin thereon. In the event that the City and Contractor are unable to agree on rates to be paid to Contractor during the next one (1) year term by not later than 90 days prior to the end of the then current year term, this Agreement shall terminate pursuant to Section 11 hereof.
- 6.3 Rate Adjustments Due to Significant Changes. The rates set forth in Section 6.1 shall be fixed for the initial one (1) year term of this Agreement, and shall only be adjusted to compensate Contractor for:
 - (a) Any change in Governmental laws, ordinances, regulations, assessments, fees or taxes that require Contractor to incur additional costs in the performance of services pursuant to this Agreement (Changes in Law), including changes in disposal fees due to such Changes in Law.
- (b) Due to the volatility of the oil market. Contractor reserves the right to initiate a monthly fuel/environmental fee to offset oil market changes if diesel reaches or exceeds \$3.50 per gallon. The formula for calculating such fee is \$.10 per customer per month for every \$.25 over \$3.50 per gallon. The fee is only calculated and applied in \$.25 increments and billed in arrears. This charge helps contractor keep up with the changing costs of fuel and provides the

stability needed to continue to maintain the high level of service our clients expect and deserve. Fuel/environmental charges are common in the transportation industry and are charged in the waste industry, trucking and shipping industries, and the national airline carriers. This fuel/environmental charge is not a tax or surcharge imposed by or remitted to any governmental or regulatory agency; it is the contractors charge.

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

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

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

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

7. **NON-DISCRIMINATION**

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

8. **INDEMNITY**

The Contractor will indemnify, hold harmless, and defend the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees incidental to

any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor its officers, agents, servants and employees.

9. **FORCE MAJEURE**

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

10. LICENSES AND TAXES

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

11. **TERM**

The term of this Agreement shall begin on 1st day of January, 2021 and continue for a period of one (1) year. Pursuant to Section 6.2 hereof, the Contractor or the City shall have the right to terminate this Agreement at the end of the one (1) year term or at the end of any renewal one (1) year term.

12. **REPORTS**

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

13. **INSURANCE**

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

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

14. **COMPLIANCE WITH LAW**

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, including without limitation, ordinances, laws and statutes of the City, state

and federal governments. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any applicable law, ordinance, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Contract.

15. **ASSIGNMENT**

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

16. EXCLUSIVE CONTRACT

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

17. OWNERSHIP

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

18. TERMINATION AND ATTORNEY FEES

- 18.1 In the event of an alleged material breach of this Contract, the City shall provide written notice of such breach to the Contractor. If within 20 days from receipt of such notice, the Contractor has either failed to correct the condition or reach an agreement with the City on a mutually satisfactory solution, then the City may, within 10 days, require the Contractor to appear before the City Council, at either a regular or specially called meeting, to show cause why the Contract should not be terminated. After such meeting the Council may elect to:
 - (i) provide written notice to the Contractor that the Contract will be terminated;
 - (ii) extend the time to allow Contractor to cure the breach; or
 - (iii) impose sanctions or other remedies without terminating the Contract.
- 18.2 <u>Costs</u>. In the event that either party is required to take any legal action to enforce the terms and conditions of this Agreement because of the breach of or failure to perform any term or condition by the other party, the breaching party agrees to pay all reasonable costs expended by the other party, including reasonable attorney fees.

19. MISCELLANEOUS PROVISIONS

- 19.1 <u>Choice of Law</u>. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of law.
- 19.2 <u>E-verify</u>. Contactor shall execute the E-Verify affidavit attached hereto as Exhibit A.

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

EXECUTED thisday of	, 2020.
City of Dawsonville, GA 415 Hwy 53 E, Suite 100 Dawsonville, GA 30534	Red Oak Sanitation 2 Ruby Street Gainesville, GA 30503
By: Mike Eason, Mayor	By: Marlon Luce, President
Witness	Witness

EXHIBIT "A"

Affidavit Pursuant to Georgia Immigration Laws

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

 I am over the age 	of 18, of sound n	nind, and am co	empetent to make this Affidavit.
2. Initial all that appl	y (you may initial	more than one)):
Benefits, Hea Certificates au	Ith Benefits, Disa thorizing the trans	ability Benefits, saction of regula	ant for a Public Benefit. Public Benefits include Retirement Business Loans, Business Licenses, Professional Licenses, ated businesses, other benefits as referenced and defined in e Attorney General of the State of Georgia.
Georgia.	xecute this Affida	vit as a contract	or or subcontractor on a project of the City of Dawsonville,
3. I submit this affida	rit on behalf of		(self or business entity).
4. With respect to my	personal presenc	e in the United S	States, I state as follows:
a.		I am a United S	States citizen. OR
otr lav ev	erwise qualified a fully present in th	alien or non-imr ne United States	permanent resident 18 years of age or older or I am an migrant under the Federal Immigration and Nationality Act is. I have provided my Alien Registration Number or, in the tration Number, I have provided another identifying number
employed or engaged behalf of which I subr Verify" to determine in the pertinent <u>E-Verify</u> Verify will be used to indefinitely; (d) that I v	by me or the ent nit this affidavit hat nmigration status of user number and verify the immigration vill only enter into	tity on behalf of as registered wit of all employees d date of author ration status of a subcontracts wi	respect to efforts to verify the lawful presence of persons which I sign this Affidavit, I affirm (a) that I or the entity on th, is authorized to use, and uses the system known as "E-, contractors or subcontractors, as the case may be; (b) that rization are and; (c) that E-all employees and contractors/subcontractors in the future, th individuals or entities who also use E-Verify; and (f) that I if there should be any change in the above stated E-Verify
employees are relying knowingly and willfully	upon this affidav makes a false, f	rit, and I hereby lictitious, or frau	I understand that the City of Dawsonville, Georgia and its authorize them to do so. I am aware that any person who dulent statement or representation in an affidavit shall be official Code of Georgia.
SUBSCRIBED AND S BEFORE ME ON THIS			Signature of Applicant:
DAY OF	, 20	_·	Print:
			*Alien Reg. No. or Other Identifying No. for Non-Citizens
Notary Public My Commission Expir	es:		Allett Reg. No. of Other Identifying No. for Non-Citizens
their alien registration nu	mber. Because lega de their alien registra	I permanent reside	er the federal Immigration and Nationality Act, as amended, provide ents are included in the federal definition of "alien", legal permanent lified aliens that do not have an alien registration number may supply

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



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #_7c___

SUBJECT: APPROVE BID AND BUDGET AMENDMENT FOR DOG PARK FENCING
CITY COUNCIL MEETING DATE: 10/19/2020
BUDGET INFORMATION: GL ACCOUNT #
☐ Funds Available from: Annual Budget Capital Budget Other
☑ Budget Amendment Request from Reserve:Enterprise FundGeneral Fund
PURPOSE FOR REQUEST:
TO APPROVE THE LOWEST BID IN THE AMOUNT OF \$20,000.00 TO GATEWAY FENCE COMPANY FOR THE DOG PARK FENCE
TO APPROVE A BUDGET AMENDMENT FROM GENERAL FUND RESERVES IN THE AMOUNT OF \$20,000.00 FOR THE DOG PARK FENCE
HISTORY/ FACTS / ISSUES:
FOLLOWING BIDS RECEIVED: 1. GATEWAY FENCE COMPANY \$20,000.00 2. CUSTOMER FENCE OF ATLANTA \$20,269.00 3. FOSTER FENCE, INC. \$20,457.50
OPTIONS:
APPROVE, AMEND, DENY
RECOMMENDED SAMPLE MOTION:
DECLIESTED DV. Trampas Hansand Dublic Works Divestor



Gateway Fence Company P.O. Box 517 • Cleveland, Georgia 30528

P.O. Box 517 • Cleveland, Georgia 30528 (706) 865-4481 • (706) 878-9575 gatewayfence@windstream.net

PROPOSAL SUBMITTED TO		PHONE	DATE
DANSONVILLE PUBL	ic works	TRAMPAS HANSARD	9-28.20
STREET 415 HWY 53E S	UITE 100	DOG PANK FENCE	
DANSONVIUE, G		DANSONVILLE.	
	•	awsonville-ga.Gov	JOB PHONE
Total Height 5		200	
Post Spaced = 10 'OC Style Fence GGA BINK	7,01		
Style Fence	\$10.1 GA	TE	
Knuckled Safeguard			
Specifications Top Rail			175'
Line Post	175'	41 - 4 4	
End Post	AL	4ea 3'x5'6ATES	
Corner Post	16.	1	
Walk Gate Post	6,	200 DIVIDER	STATE OF
Gate Frames		SIVELET	
QUANTITIES			DETERMI
	Z 10' G	ATE	
TERM POSTS	7		
GATE POSTS		200'	
4-3' WALK GATES			
2- /04, DRIVE GATES			
₩ε ∄ropos e hereby to furni	sh material-and labor — com	plete in accordance with above specifica	ations for the sum of
Payment to be made as follows:	9ND # 100/10	dollars (\$	0,000.00
		KING AND CLEARING FENCE LINES. PURCHASI ANY DAMAGE OF ANY NATURE TO UNDERGRO	
All material is guaranteed to be as specified. All work manner according to standard practices. Any alteratio involving extra costs will be executed only upon writte	n or deviation from above specifications n orders, and will become an	Authorized Signature	an
extra charge over and above the estimate. All agreem or delays beyond our control. Owner to carry fire, torn Our workers are fully covered by Workmen's Compon to an attorney for collection, purchaser agrees to pay actual court costs.	ado and other necessary insurance. sation Insurance. If we refer this contract	Note: This proposal may be withdrawn by us if not accepted within	days,
Acceptance of Proposal — The and conditions are satisfactory and are hereby to do the work as specified. Payment will be m	accepted. You are authorized	Signature	
Date of Acceptance		Signature	AND THE RESIDENCE OF THE PROPERTY OF THE PROPE

Invoice/Proposal

Custom Fence of Atlanta 404-636-1276

customfenceofatl@windstream.net

517 Rock Chimney Lane, Dahlonega, GA 30533

Date: 9/22/2020 Customer: Trampas

Address: Main Street Park, Dawsonville, GA

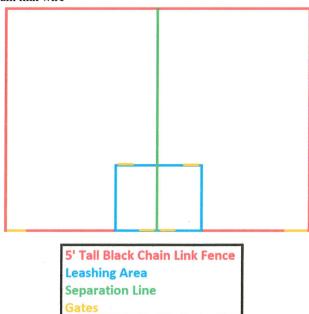
Phone:

Email: trampashansard73@yahoo.com

Comments/Specifications:

Dawsonville is wanting to install a 5' tall black 6 gauge chain link fence for their new dog park. The fence specs will be as follows:

- 3" terminal posts
- 2" line posts
- 1 5/8" top rail
- 6 gauge black chain link wire



Main Street Dog Park Fence



6-Gauge Black Chain Link Wire

Install 16 terminal posts at \$119 per unit = \$1,904

Install 900' of 5' black 6-gauge chain link fence at \$16.90 per foot = \$15,210

Install 900' of tension wire at bottom of fence at \$1.29 per foot = \$1,161

Install four 4' walk gates at \$299 per panel = \$1,196

Install two 8' single swing gates at \$399 per panel = \$798

Total = \$20,269

FOSTER FENCE INC

PO BOX 1009 CUMMING GA 30028

Estimate

Date	Estimate #
09/14/20	1234

Name / Address	
City of Dawsonville Dog Park Trampas Hansard	

Project

Description	Qty	Rate	Total
5ft 6ga Black Chain link with bottom tension wire 3" Terminal Post 4ft Single gate 10ft Double gate To add bottom rail instead of tension wire add \$4350		965 15.50 17 100.00 4 475.00 2 950.00 0.00	1,700.00 1,900.00 1,900.00
		,	
	i		
	8		
	e8		
		Total	\$20,457.50



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #__8___

SUBJECT:	EMPLOYEE RECO	GNITION	
CITY COUNCIL MEETIN	G DATE: 10/19/2	020	
BUDGET INFORMATION	N: GL ACCOUNT #		_
☐ Funds Available from	n: Annual Budget _	Capital Budget	Other
☐ Budget Amendment F	Request from Reserve:	Enterprise Fund _	General Fund
PURPOSE FOR REQUE	ST:		
TO RECOGNIZE GARY BAF	RR FOR 30 YEARS OF SER	/ICE AND ON HIS RET	REMENT
TO RECOGNIZE BEVERLY TRAINING THROUGH THE			RTIFIED CLERK
HISTORY/ FACTS / ISSU	JES:		
OPTIONS:			
RECOMMENDED SAMP	LE MOTION:		
REQUESTED BY:	Bob Bolz, City Ma	nager	



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 9

SUBJECT:	PROCLAMATION - RETIRED	EDUCATORS DAY IN	GEORGIA	
CITY COUNCIL ME	EETING DATE: 10/19/	2020		
BUDGET INFORM	ATION: GL ACCOUNT#	NA		
☐ Funds Availabl	e from: Annual Budget	Capital Budget	Other	
☐ Budget Amendr	nent Request from Reserve:	Enterprise Fund _	General Fund	
PURPOSE FOR RE	EQUEST:			
TO READ AND PRES	SENT THE PROCLAMATION			
HISTORY/ FACTS	/ ISSUES:			
OPTIONS:				
RECOMMENDED	SAMPLE MOTION:			
_				
REQUESTED BY:	Michael Eason, May	vor		



Proclamation

Retired Educators Day in Georgia Rovember 1, 2020



WHEREAS: The Governor of the State of Georgia has proclaimed the day of Sunday, November 1, 2020 as Retired Educators Day in Georgia; and

WHEREAS: There are more than 32,000 retired educators who have devoted their time and talents to public education in our state, fostering the academic development of millions of outstanding citizens in the State of Georgia; and

WHEREAS: The retired educators of Georgia donate thousands of hours to volunteer service and make invaluable contributions to the welfare of their respective communities across the state; and

WHEREAS: It is appropriate that a day be designated for citizens to express their appreciation for the contributions that retired educators have made and continue to make the betterment of human lives and for society; and

WHEREAS: Local churches will recognize those lasting contributions made by retired Educators in this community; now

THEREFORE: I, Mike Eason, Mayor of Dawsonville, Georgia do hereby proclaim the 1st day of November, 2020, as "RETIRED EDUCATORS DAY IN GEORGIA" and I call upon the citizens of Dawsonville to observe that day in an appropriate manner honoring retired educators.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Dawsonville to be affixed this 19th day of October, 2020.

Mike Eason, Mayor	
Attest:	A Charles and
	The state of the s
Beverly A. Banister, City Clerk	



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #__10___

SUBJECT: RESOLUTION - TAR WARS: DECLARING VAPING AND TOBACCO USE A PUBLIC HEALTH CRISIS

TOBELO HEAETH ORIGIO
CITY COUNCIL MEETING DATE: 10/19/2020
BUDGET INFORMATION: GL ACCOUNT #
☐ Funds Available from: Annual Budget Capital Budget Other
☐ Budget Amendment Request from Reserve:Enterprise FundGeneral Fund
PURPOSE FOR REQUEST:
TO APPROVE THE RESOLUTION DECLARING VAPING AND TOBACCO USE A PUBLIC HEALTH CRISIS
HISTORY/ FACTS / ISSUES:
OPTIONS:
RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor

A RESOLUTION OF THE CITY OF DAWSONVILLE, GEORGIA

A RESOLUTION DECLARING VAPING AND TOBACCO USE A PUBLIC HEALTH CRISIS AND SUPPORTING EARLY EDUCATION OF YOUTH IN DAWSON COUNTY

WHEREAS, the City of Dawsonville recognizes the important role of government in endorsing and promoting healthy living policies and activities for its citizens; and

WHEREAS, the State of Georgia issued a Public Health Advisory in October 2019 declaring vaping a public health crisis in Georgia and calling for the education of the public about the dangers of vaping; and

WHEREAS, the State of Georgia suffered the loss of six Georgians due to e-cigarette or vaping product use-associated lung injury (EVALI) in 2019; and

WHEREAS, as of February 18, 2020, a total of 2,807 hospitalized EVALI cases or deaths have been reported to CDC from 50 states, the District of Columbia, and two U.S. territories (Puerto Rico and U.S. Virgin Islands) and sixty-eight deaths have been confirmed in 29 states; and

WHEREAS, the percentage of Dawson County students in the 6th through 12th grade who reported vaping in 2019 was 12.53%, an increase of more than 25% since 2015; and

WHEREAS, the percentage of Dawson County students who report vaping is higher than the state average of 9.27%; and

WHEREAS, tobacco use has been linked to diseases and cancers that impact every organ in the human body and can harm those who inadvertently inhale tobacco smoke exhaled from the user; and

WHEREAS, tobacco use is the largest contributor to premature death in the United States, followed closely by poor diet and lack of physical activity; and

WHEREAS, vaping has been linked to nicotine addiction and permanent lung damage in adolescents, as well as death; and

WHEREAS, nicotine, the highly addicting ingredient in cigarettes, is also found in vaping devices and has been proven to lead to lifelong addiction for youth and negatively impact adolescent brain development, including affecting working memory and attention; and

WHEREAS, those who vape and use cigarettes are seven times more likely to be diagnosed with COVID-19 according to the Journal of Adolescent Health; and

WHEREAS, the City Council of Dawsonville passed Ordinance of 5-6-2019, § 1 and Ordinance of 7-15-2019, § 6 expressly prohibiting the use of vaping and tobacco products in or around government buildings, schools and churches; and

WHEREAS, the Georgia Healthy Family Alliance (GHFA), the philanthropic arm of the Georgia Academy of Family Physicians, is spearheading an effort to educate Georgia students about the dangers of vaping and tobacco use with "Tar Wars"; and

WHEREAS, the mission of GHFA is to serve the people of Georgia by enhancing their well-being through educational and outreach programs that promote healthy practices consistent with the principles of family medicine.

WHEREAS, Tar Wars is an evidence-based program that has been used since the late 1980s to teach students about the dangers of tobacco use and has been adapted to include information about vaping; and

WHEREAS, since the development of Tar Wars in 1988, the program has reached more than 10 million children worldwide; and

WHEREAS, Tar Wars is consistent with the guidelines for youth tobacco prevention programs set forth by the Centers for Disease Control and Prevention.

WHEREAS, GHFA has a goal of educating 20,000 students in Northeast Georgia about the dangers of vaping and tobacco use; and

WHEREAS, GHFA is proud to have the support of Northeast Georgia Health System as the presenting sponsor for Tar Wars in Northeast Georgia; and

WHEREAS, interventions targeting youth, such as the Tobacco-Free Schools policy, provider screening and referral, and cessation support, are effective at reducing initiation and use of tobacco and nicotine products and improving cessation outcomes for youth.

NOW, THEREFORE, BE IT RESOLVED that the City of Dawsonville is committed to dedicating resources to preventing vaping and tobacco use initiation by its youth and fully supports the efforts of the Georgia Healthy Family Alliance in educating the youth of Dawsonville.

SO ADOPT	ED AND RE	SOLVED by the Dawsonville City Council of the Dawsonville,
GA, this	day of	, 2020.

MAYOR AND DAWSONVILLE CITY COUNCIL

_	
N	Mike Eason, Mayor
(Caleb Phillips, Council Member Post
•	sales i minps, council i temper i osc
S	Stenhen Tolson, Council Member Pos

	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 #__11___

SUBJECT: EAGLE SCOUT CANDIDATE PROJECTS	
CITY COUNCIL MEETING DATE: 10/19/2020	
BUDGET INFORMATION: GL ACCOUNT #	
☐ Funds Available from: Annual Budget Capital Budget Other	
☐ Budget Amendment Request from Reserve:Enterprise FundGeneral Fund	
PURPOSE FOR REQUEST:	
TO HAVE EAGLE SCOUT CANDIDATES PRESENT THEIR PROJECTS TO THE CITY COUNCI	L
HISTORY/ FACTS / ISSUES:	
A. DOG PARK AT MAIN STREET - CHRISTOPHER PALMER HARTLEY	
B. TRAIL FROM MAIN STREET PARK TO THE LIBRARY - AUSTIN WOOD	
C. LENDING LIBRARY FOR SMALL CHILDREN AT MAIN STREET PARK - IAN BLISS	
OPTIONS:	
RECOMMENDED SAMPLE MOTION:	

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 12

SUBJECT: 2021 MEETINGS CALENDAR DRAFT
CITY COUNCIL MEETING DATE: 10/19/2020
BUDGET INFORMATION: GL ACCOUNT #NA
☐ Funds Available from: Annual Budget Capital Budget Other
☐ Budget Amendment Request from Reserve:Enterprise FundGeneral Fund
PURPOSE FOR REQUEST:
TO PRESENT AND DISCUSS THE DRAFT OF THE 2021 MEETINGS CALENDAR
HISTORY/ FACTS / ISSUES:
OPTIONS:
RECOMMENDED SAMPLE MOTION:
REQUESTED BY: Mike Eason, Mayor

Suggested meeting times (same as 2020):

City Council	5:00 pm
Planning Commission	5:30 pm
Historic Preservation Commission	5:30 pm
Downtown Development Authority	5:30 pm

The following months only have one **City Council** meeting scheduled to accommodate for holidays (same as 2020):

```
January – MLK Day
April – Easter/Spring Break
July – Independence Day
September – Labor Day
```

A Special Called meeting can be held for any business items needing to be considered during these months that cannot wait for the next regularly scheduled meeting.

Consideration of not holding an HPC meeting in December due to the Christmas and New Year holiday



JANUARY 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					New Year's Day 1 City Hall Closed	2
3	4 City Council	5	6	7	8	9
10	PC 11	12	13	14	15	16
17	ML King Day 18 City Hall Closed	19	20	21	22	23
24	DDA 25	26	27	28	29	30
31						

FEBRUARY 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 City Council	2	3	4	5	6
7	PC 8	9	10	11	12	13
14	15 City Council	16	17	18	19	20
21	HPC 22	23	24	25	26	27
28	,					

MARCH 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 City Council	2	3	4	5	6
7	PC 8	9	10	11	12	13
14	15 City Council	16	17	18	19	20
21	22 DDA	23	24	25	26	27
28	29	31	31			



APRIL 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	Good Friday 2 City Hall Closed	3
4 Easter Sunday	5 Spring Break	6 Spring Break	7 Spring Break	8 Spring Break	9 Spring Break	10
11	12 PC	13	14	15	16	17
18	19 City Council	20	21	22	23	24
25	26 HPC	27	28	29	30	

MAY 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 City Council	4	5	6	7	8
9	10 PC	11	12	13	14	15
16	17 City Council	18	19	20	21	22
23	DDA 24	25	26	27	28	29
30	Memorial Day 31 City Hall Closed					

JUNE 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7 City Council	8	9	10	11	12
13	PC 14	15	16	17	18	19
20	21 City Council	22	23	24	25	26
27	28 HPC	29	30			



JULY 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4 4 th of July	5 City Hall Closed	6	7	8	9	10
11	12 PC	13	14	15	16	17
18	19 City Council	20	21	22	23	24
25	26 DDA	27	28	29	30	31

AUGUST 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	City Council	3	4	5	6	7
8	9 PC	10	11	12	13	14
15	16 City Council	17	18	19	20	21
22	23 HPC	24	25	26	27	28
29	30	31				

SEPTEMBER 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	Labor Day 6 City Hall Closed	7	8	9	10	11
12	13 PC	14	15	16	17	18
19	20 City Council	21	22	23	24	25
26	DDA 27	28	29	30		



OCTOBER 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4 City Council	5	6	7	8	9
10	11 PC	12	13	14	15	16
17	18 City Council	19	20	21	22	23
24	25 HPC	26	27	28	29	30
31						

NOVEMBER 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 City Council	2	3	4	5	6
7	PC 8	9	10	Veterans Day 11 City Hall Closed	12	13
14	15 City Council	16	17	18	19	20
21	DDA 22	23	24	Thanksgiving 25 City Hall Closed	26 City Hall Closed	27
28	29	30				

DECEMBER 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6 City Council	7	8	9	10	11
12	13 PC	14	15	16	17	18
19	20 City Council	21	22	23	Christmas Eve 24 City Hall Closed	Christmas 25
26	27 City Hall Closed	28	29	30	NY Eve Day 31 City Hall Closed	



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #__13___

SUBJECT: FIFTY-THIRD MOUNTAIN MOONSHINE FESTIVAL UPDATE
CITY COUNCIL MEETING DATE: 10/19/2020
BUDGET INFORMATION: GL ACCOUNT #
☐ Funds Available from: Annual Budget Capital Budget Other
☐ Budget Amendment Request from Reserve:Enterprise FundGeneral Fund
PURPOSE FOR REQUEST:
TO PROVIDE AN UPDATE ON THE 53RD MOUNTAIN MOONSHINE FESTIVAL
HISTORY/ FACTS / ISSUES:
OPTIONS:
RECOMMENDED SAMPLE MOTION:
REQUESTED BY: Mike Eason, Mayor



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #__14___

SUBJECT: DISCUSSION OF JOINT MEETING WITH DAWSON COUNTY BOARD OF COMMISSIONERS REGARDING SPLOST VII

CITY COUNCIL MEETING DATE: 10/19/2020
BUDGET INFORMATION: GL ACCOUNT #
☐ Funds Available from: Annual Budget Capital Budget Other
☐ Budget Amendment Request from Reserve:Enterprise FundGeneral Fund
PURPOSE FOR REQUEST:
TO DISCUSS DATES AND TIMES FOR A JOINT MEETING WITH THE BOC REGARDING SPLOST VII
HISTORY/ FACTS / ISSUES:
REQUEST IS FOR THE WEEK OF NOVEMBER 9TH
OPTIONS:
RECOMMENDED SAMPLE MOTION:
REQUESTED BY: Mike Eason, Mayor

From: Kristen Cloud

To: Beverly Banister

 Cc:
 Bob Bolz; David Headley; David McKee

 Subject:
 Joint Meeting Regarding SPLOST VII

 Date:
 Monday, October 12, 2020 3:22:26 PM

Good afternoon, Beverly-

I wanted to see if the city council would be willing to hold a joint meeting with the BOC the week of November 9, 2020. If so, would you mind providing some dates at times that would work for your officials?

Thank you!

Kristen Cloud

County Clerk / Executive Assistant to the County Manager Dawson County Board of Commissioners 25 Justice Way, Suite 2313 Dawsonville, GA 30534 706-344-3501 kcloud@dawsoncounty.org dawsoncounty.org



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #___15___

SUBJECT:	STAFF REPORT: CI	TY MANAGER	
CITY COUNCIL MEETING	DATE: 10/19/2	2020	
BUDGET INFORMATION:	GL ACCOUNT #	NA	
☐ Funds Available from: _	Annual Budget	Capital Budget	Other
☐ Budget Amendment Red	quest from Reserve:	Enterprise Fund _	General Fund
PURPOSE FOR REQUEST	·:		
TO PROVIDE PROJECT UPD	ATES		
HISTORY/ FACTS / ISSUE	S:		
SEE ATTACHED OUTLINE			
OPTIONS:			
RECOMMENDED SAMPLE	MOTION:		
REQUESTED BY: Bob	Bolz, City Manager		

CITY MANAGER'S REPORT – OCTOBER 14, 2020

<u>Flooding</u>: The city received over 5" of heavy rain the weekend of October 10-11. Several staff worked overnight and throughout the weekend to monitor and respond to the situation. Of special note was the response of Westin Lee and Trampas Hansard. Water covered Jack Heard Street as it flowed down the recently modified sewer ROW serving the new subdivision on Allen Street. The contractor has on their punch list to establish vegetation and redirect any run-off. Additionally, we have asked Turnipseed Engineering for a recommendation regarding the culverts. Jack Heard Street was closed for about six hours and then reopened as there was no damage from the storm.

Flooding severely damaged the access road from Flat Creek into our maintenance facility. That section also provides access to two residences. The culvert held but everything around it and under the pavement washed away. It also damaged a ¾" waterline under the road. Townley was called about 1 AM and were on the scene before 630 AM making repairs that were completed around 11 AM. As part of the repairs we added more surge stone in hopes of lessening the impact of future flooding. The Flat Creek area is a low spot in the city that drains all of Maple Street and the surrounding basin.

Additionally, a downed tree on private property on Hwy 53 interrupted power for a short time as did another on Hwy 136. Power issues were resolved relatively quickly but it required water/sewer personnel closely monitoring wells and lift stations.

<u>COVID-19 Update:</u> City Hall has re-opened and 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 whenever possible. We continue to participate in weekly GMA teleconferences and bi-weekly teleconferences with the Dawson County Pandemic Stakeholders Committee. We utilize our disinfectant fogger about every two weeks in an effort to keep our facilities safe for customers and staff.

<u>Moonshine Festival</u>: We hosted a meeting with the Sheriff, his attorney, the Chief Deputy and Patrol Commander with CM Tolson, CM Walden, city attorney Paul Mitchell, the City Manager and Public Works Director regarding the use of Hwy 53 during the festival. They asked for some clarification and a revised letter from GDOT. This was provided.

<u>Farmer's Market:</u> A special concrete epoxy to fill the surface cracks in the 14" slab has been ordered. It seals all cracks to keep moisture out. We have also ordered a coating that will be applied to the total surface that while allowing the concrete to breath, it creates a safer surface for foot traffic preventing slipping when floor is wet.

<u>Everlast & the Main Street Park Rest Room:</u> City staff along with DES and attorney Paul Mitchell are discussing strategies for the best and most efficient way to closeout this project.

Main Street Park: With the automation of the two entrance/exit gates, the contract for the fencing is complete. The landscape contract is in the warranty phase and staff have already had them rectify several drip irrigation tree irrigation tubes and they are scheduled to replace some trees and shrubs in the next few weeks. 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 wants to build a lending library targeting younger children installed in the vicinity of the playground. Staff have bids for fencing of the dog park and are seeking bids on construction of a picnic shelter. 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 Turner family in memory of Kenneth and Betty Turner, donation of a bench in honor of Dana Miles, and donation and

service of pet waste station by Alpha Pet Waste. The dog park grading and hydroseeding has been completed and staff have bids on fencing the area.

<u>Test Manhole Project at Gold Creek Foods</u>: 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. The sampler has been received and we hope soon the manhole will be received, with work to start once it is received.

<u>Paving Repairs - Main Street, Memory Lane and Jack Heard Street</u>: Turnipseed Engineering are finalizing 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 asked Turnipseed to evaluate Jack Heard with regards to handling rainfall. This project is funded through SPLOST VI.

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

<u>Refurbish and Painting of Burt's Crossing Water Tower</u>: This project is scheduled for this fiscal year and the prebid meeting is scheduled for October 22nd.

<u>Renovations & Modifications to 2nd Floor Rest Rooms – City Hall</u>: This project has been completed and now staff and customers have the ability to access the public restrooms when the Executive Chamber is in use. Additionally, the Executive Chamber is less cluttered and more usable.

<u>Relay for Life</u>: 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.

<u>Food Truck Night</u>: The October 2nd Friday Night Food Truck Night was a tremendous success with most likely our highest attendance since we began these events.

Atlanta Motorsports Park: We received four noise complaints on the park, one on October 3rd and three on October 9th. With each call we contacted AMP GM Porter. We also responded with our noise meter but found no violations. As long as LEQ average is method for determining violation, AMP will likely never violate their stipulations.

<u>Mural Refurbish</u>: We are working with a local artist to refurbish the three murals on the side of the GA Racing Hall of Fame. These were painted on the building years ago and have simply faded. She will refurbish these and make them look like new. This is the same artist who created the new mural on the rear of the GA Racing Hall of Fame.

<u>Happy Fall Y'all</u>: We installed our 'selfie station' in front of City Hall that we have used for the last couple of years. Additionally, Sara Beacham created a fishing scarecrow around the water feature in front of City Hall. Thanks to a donation from Mayor Mike Eason to the Good Shepard's Clinic, our scarecrow is entered in their contest. Additionally, she created a Farmer's Market vendor scarecrow, and while it won't be featured in the contest, it still adds appeal to the City Hall area.

School Bus Accident: A school bus sideswiped a contractor's truck in Crown Point on October 9th.

Personnel:

- Congratulations to Jacob and Christian Barr on the birth of their son Luke. Mom and baby are doing well.
- With David's promotion, this leaves a tremendous void in the Inspector position. We are advertising and interviewing for the Inspector/Code Enforcement position.
- With Stacy Harris' transfer from downstairs to Planning & Zoning, this leaves a void in the downstairs operation for which we have advertised and should interview soon.

- The vacant Treatment Plant Operator position has been filled. Please join us in welcoming Kyle Richardson to our team. This will be a big help as in three months-time, our Utility Department personnel were called on to conduct 906 locates over a three-month period. With Gary's retirement, this at times presents a considerable challenge to personnel.
- Staff are wearing pink Support Breast Cancer Awareness month each Friday in October.

Employee Recognition: Employee of the Month:

- ➤ July 2020 David Picklesimer
- ➤ August 2020 Clay Moss
- ➤ September 2020 Sara Beacham
- Employee of the Quarter
 - ➤ 1st Quarter (January-March) Stan Zaverhuka
 - ➤ 2nd Quarter (April-June) Trampas Hansard
 - > 3rd Quarter (July-September)

Leak Adjustments September 15 – October 14: \$181.93

			WATER	SEWER	TOTAL	
9/29/2020	5131-6	LYMARIE DELGADO	53.21	71.6	124.81	REPLACED PVC PIPE
10/6/2020	4266-0	PUCKETTS DENTAL STUDIO	22.4	34.72	57.12	BROKEN UNDERGROUND





DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #__16___

SUBJECT: STAFF REPORT: FINANCE ADMINISTRATOR
CITY COUNCIL MEETING DATE: 10/19/2020
BUDGET INFORMATION: GL ACCOUNT #NA
☐ Funds Available from: Annual Budget Capital Budget Other
☐ Budget Amendment Request from Reserve:Enterprise FundGeneral Fund
PURPOSE FOR REQUEST:
• TO PRESENT FUND BALANCE AND ACTIVITY THROUGH SEPTEMBER 30, 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 - September 30, 2020

	Budget		Actual	Percentage
REVENUES			 	
Taxes	\$	1,235,050	\$ 410,453	33.23%
Licenses and permits		115,975	49,259	42.47%
Intergovernmental revenues		25,000	96,060	384.24%
Fees		269,200	38,876	14.44%
Other		234,473	 31,157	13.29%
Total revenues		1,879,698	 625,805	33.29%
EXPENDITURES				
Department:				
Council		99,215	27,159	27.37%
Mayor		21,380	4,562	21.34%
Elections		-	-	0.00%
Administration		739,865	223,937	30.27%
City Hall building		118,000	39,897	33.81%
Animal control		1,500	32	2.13%
Roads		537,517	225,989	42.04%
Parks		47,000	421,903	897.67%
Planning and zoning		285,721	55,104	19.29%
Economic development		29,500	 3,000	10.17%
Total expenditures		1,879,698	1,001,583	53.28%
TOTAL REVENUES OVER EXPENDITURES			(375,778)	
Transfer in From Reserves			 375,778	
NET CHANGE IN FUND BALANCE			 	

CITY OF DAWSONVILLE, GEORGIA WATER, SEWER, AND GARBAGE FUND

July 1, 2020 - September 30, 2020

	Budget	Actual	Percentage
REVENUES			
Water fees	\$ 680,000	\$ 195,961	28.82%
Sewer fees	794,000	223,452	28.14%
Garbage fees	203,500	54,150	26.61%
Miscellaneous	205,310	56,810	27.67%
Total revenues	1,882,810	530,373	28.17%
EXPENDITURES			
Depreciation	574,000	103,254	17.99%
Garbage service	212,000	46,715	22.04%
Group insurance	85,056	27,617	32.47%
Insurance	38,200	3,110	8.14%
Interest	87,450	21,922	25.07%
Payroll taxes	22,752	7,498	32.96%
Professional	98,000	43,581	44.47%
Miscellaneous	52,500	13,469	25.66%
Repairs/supplies	187,500	40,570	21.64%
Retirement	17,000	5,936	34.92%
Salaries	297,402	99,003	33.29%
Technical services	66,000	20,357	30.84%
Utilities	144,950	32,085	22.14%
Total expenditures	1,882,810	465,117	24.70%
INCOME (LOSS)		65,256	

CITY OF DAWSONVILLE, GEORGIA SPLOST

July 1, 2020 - September 30, 2020

SPLOST VI

	Budget	Actual	Percentage
REVENUES		_	
Taxes	1,062,750	355,378	33.44%
Interest	2,000	121	6.05%
Other	- -	-	0.00%
Total revenues	1,064,750	355,499	33.39%
EXPENDITURES (Capital Outlays)			
City hall acquisition	680,000	39,483	5.81%
Roads and sidewalks	375,750	69,751	18.56%
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	2,250	25.00%
Parks and recreation	- -	-	0.00%
Total expenditures	1,064,750	111,484	10.47%
TOTAL REVENUES OVER EXPENDITURES		244,015	
Transfer in From Reserves		<u>-</u>	
NET CHANGE IN FUND BALANCE		244,015	

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	69,751	574,490	45.96%	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	2,250	1,073,652	107.37%	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 Acquistition	2,000,000	2,000,000	1,346,856	39,483	1,386,339	69.32%	67.00%	We have paid more down as funding allowed
Total	\$ 9,650,000	\$ 7,650,000	\$ 5,981,719	\$ 111,484	\$ 6,093,203	79.65%		

MSP Recap

Total Through 9/30/20	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