

**MINUTES  
CITY COUNCIL REGULAR MEETING  
MAY 4, 2009  
7:00 P.M.**

---

**CALL THE MEETING TO ORDER:** Mayor Cox called the meeting to order at 7:00 p.m.

**ROLL CALL:** Those present included Mayor Cox, Council Members Jonathan Cox, Mike Wilson, Linda Grant, and Mike Sosebee. Staff present included Dana Miles, Kim Cornelison, and Steve Holder.

**INVOCATION AND PLEDGE:** Invocation was led by Mayor Cox, followed by the pledge.

**APPROVAL OF MINUTES:**

Council unanimously approved the minutes from the regular meeting held on April 13, 2009; motion by Linda Grant, second by Mike Wilson.

**NEW BUSINESS:**

2008 Audit Report Presentation – Alexander, Almand & Associates. Angela Smith, auditor presented a draft copy of the 2008 audit. A draft was presented to the council to preview the report before it is submitted to the state. The firm will issue an unqualified report this year, which means there were no material deficiencies or violations – the cities records look very good.

Cash accounts ended the year at 3.1 million dollars with total net assets of \$10,820,852. There is a lot of money invested in fixed assets, which are buildings, land, infrastructure and the water and sewer systems.

The Report on Compliance and Internal Controls is where the auditing firm is required to report material weaknesses, deficiencies in internal controls, and is where findings are reported. The auditor stated that while they are still working from a draft, they felt confident that there will be no findings to report this year. The staff has done a good job staying on top of city finances this year; the auditor was pleased that past suggestions they made have been implemented by city staff which have resulted in good records and accurate data for the city to work from.

Agreement – Tax Recovery Associates, Inc. Kim Cornelison presented an agreement from TRA stating they approached the city proposing to collect on taxes that subcontractors may have paid, specifically for the Land Application System project, which would be refundable to the city. The agreement is based on contingency which provided TRA 25% of any recaptured taxes only. Meaning that if they do not recover anything then the city does not owe them anything.

Council unanimously approved authorizing the Mayor to enter in to the agreement. Motion by Jonathan Cox; second by Mike Sosebee. Attached as Exhibit "A".

Agreement – Lawson Air Conditioning and Plumbing, Inc. Steve Holder presented the annual heating/AC maintenance agreement for approval by the Council. Council unanimously approved entering in to the maintenance agreement. Motion by Mike Sosebee; second by Jonathan Cox.

Richardson Ridge Road Acceptance Request: Pete Bearden has requested the road be accepted by the city. Steve Holder confirmed that the road met city requirements. Council unanimously approved accepting Richardson Ridge Road. Motion by Jonathan Cox; second by Mike Sosebee. Attached as Exhibit "B".

Downtown Development Authority Vacancies: Kim Cornelison updated the council on vacancies on the DDA board and asked them to suggest candidates. Vacancies have been created by the resignation of Jim Hunt, and Cathie Waddell no longer qualifies to serve because she has no property or business interest downtown. Ms. Waddell is trying to see if she can find a business venue downtown that would continue to qualify her as a board member; she expressed an interest to continue to serve on the DDA and has been an integral part of the DDA over the years.

**MINUTES  
CITY COUNCIL REGULAR MEETING  
MAY 4, 2009  
7:00 P.M.**

---

TE Grant Bid Update and Resolution: Steve Holder presented the results of the TE grant bid noting that Jackie Townley Construction, Inc. was low bidder at \$89,147.05. Mr. Holder asked the council to approve the awarding resolution. Council unanimously approved the resolution. Motion by Mike Sosebee; second by Linda Grant. Attached as Exhibit "C".

Mayor Cox made the council aware that because the bids came in so much better than expected, the City has requested GDOT allow the project to be modified slightly to include gutter along the sidewalks.

Historic District Sign Application: BP Corporation has made a request to modify the existing BP Sign located at 75 Hwy. 9 North. Steve Holder presented the application stating that everything was in order. Council unanimously approved the sign application. Motion by Jonathan Cox; second by Mike Wilson.

**PUBLIC HEARINGS:**

To hear an ordinance repealing the current parades and demonstrations ordinance of the City of Dawsonville, Georgia; adopting a new parade, public assembly, and public demonstration ordinance; adopting a permitting procedure for parades, public assemblies and public demonstrations; providing for definitions; providing for enforcement; providing for an effective date, and for other purposes. First reading May 4, 2009; second reading June 1, 2009.

Dana Miles presented the ordinance to the council stating that the update is necessitated by court decisions related to other jurisdictions that had ordinances similar to the City of Dawsonville's. They were struck as being unconstitutional. The revised ordinance now complies with all aspects of the law.

Mr. Miles opened the public hearing. There were approximate 15 people in attendance and no one spoke in favor or opposition. Mr. Miles closed the public hearing and turned the meeting back over to the Mayor.

Council unanimously approved the first reading of the parade and public assembly ordinance. Motion by Mike Sosebee; second by Linda Grant.

To hear an ordinance to amend the City of Dawsonville alcohol ordinance; to set annual license fees for caterers; to provide for catering of alcoholic beverages within the City of Dawsonville; to repeal conflicting ordinances; and for other purposes. First reading May 4, 2009; second reading June 1, 2009.

Dana Miles presented the ordinance to the council stating that the revision provides regulation and clarity to caterers who wish to pour at their events.

Mr. Miles opened the public hearing. There were approximate 15 people in attendance and no one spoke in favor or opposition. Mr. Miles closed the public hearing and turned the meeting back over to the Mayor.

Council unanimously approved the first reading of the parade and public assembly ordinance. Motion by Mike Sosebee; second by Linda Grant.

**MAYOR'S REPORT:**

Celebrity Waiter Fund Raiser – supporting Family Connection. Mayor Cox invited the council to support the fund raiser by going and having breakfast. The event is Friday, June 19, 2009; tickets are \$10.00.

Mayor Cox reminded the council of the National Day of Prayer on May 7<sup>th</sup> starting at noon on the winners circle.

**MINUTES  
CITY COUNCIL REGULAR MEETING  
MAY 4, 2009  
7:00 P.M.**

---

Mayor Cox reported that the city completed a curb, gutter and sidewalk project at the new Dollar General store which tied in to the Howser Mill development.

Mayor Cox announced that the city has applied for stimulus money to build the reuse plant at Gold Creek and to drill wells and replace water lines in the older portion of the city.

Mayor Cox read an email from Fred Finley, Training Director of Georgia Rural Water Association that complimented the water/sewer department staff. Attached as Exhibit "D".

Mayor Cox asked the council to support his decision to take measures to reduce costs in an effort to be budget conscious. Things like cutting lighting off at city hall; air conditioning turned up or off, reduced some personnel hours in the office; things that should help conserve funds. Another maneuver will be to implement summer hours: City Hall will be open from 8:00 a.m. - 4:30 p.m. Monday – Friday and staff will take 30-minute lunches; closing from noon-12:30 p.m. for lunch.

Mayor Cox asked Mrs. Carolyn Cantrell to make presentation on a potential business locating to the City. He stated the goal is to get information to the council at the very beginning of a proposal.

Mrs. Cantrell presented the council with the possibility of Carbon Motors locating in Dawsonville. Carbon Motors is a company that has developed the Carbon E-7 car which is specifically designed and manufactured for law enforcement. The company has been looking for a location to begin manufacturing. They have chosen five states to consider including Georgia, which is their preferred state. They have looked at Pooler and Braselton which have not been successful. Mrs. Cantrell and her partners have worked to get Carbon Motors to look at Dawsonville for several reasons. The site picked out is in the city limits on Hwy. 183, across the street from the Elliott Family Racing Complex and encompasses 200 – 250 acres. The company would bring significant jobs to Dawson County with an initial impact of approximately 200 jobs. The site has many favorable attributes; the airport, the racing complex with all of its technology and people who know how to build engines and cars; the ability to use the Motorsports Park as a test track, and to have immediate start up because of the complex.

Mrs. Cantrell's goal is to get information out from the beginning and proceed differently than the way they handled the Motorsports Park. She wants people to realize what this project can do for our county and for Georgia as a whole. She expects Carbon Motors to do a site visit within the next 4-6 weeks. Subsequently they intend to make a decision on which site they will pursue in July.

They will not be a typical auto manufacturing plant because their product appeals to a niche market – they'll build between 10,000 and 80,000 cars per year which when compared to the major car companies who build approximately 400,000 cars per year, the impact would not be like a super Ford plant.

Mrs. Cantrell stated that the DDA is receptive to the potential project and asked the council to support pursuing the project as well. She further stated that she hoped the community as a whole would see this project as something that would have long-lasting positive effects on our county. She then referred the council to carbonmotors.com to see a broader snapshot of the company's concepts, ideals and plans.

She asked the council for their help and support because it is very competitive – Georgia is up against five other states to try and entice this business to remain in Georgia.

The council was in agreement to proceed with pursuing the opportunity.

Mayor Cox stated that a meeting will be coordinated between the city, the county, and various other agencies to see if everyone would be willing to work towards enticing Carbon Motors to come to Dawsonville.

Jonathan Cox made a motion to adjourn the regular meeting; seconded by Mike Sosebee. Motion carried unanimously.

MINUTES  
CITY COUNCIL REGULAR MEETING  
MAY 4, 2009  
7:00 P.M.

---

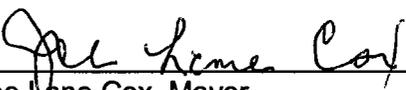
**EXECUTIVE SESSION:**

At 8:20 p.m. Linda Grant made a motion to go in to executive session for the purpose of discussing personnel. Mike Wilson seconded the motion; the motion carried unanimously.

Council discussed personnel issues and how to fund positions in the future.

At 9:00 p.m. Jonathan Cox made a motion to adjourn Executive Session; second by Mike Wilson. The motion carried unanimously.

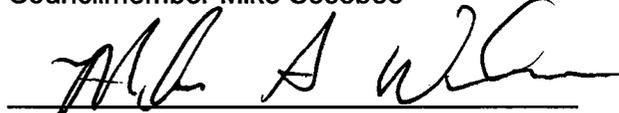
**ADJOURNMENT:** There being no further business to attend to, Mike Sosebee made a motion to adjourn, seconded by Mike Wilson. Meeting adjourned at 9:00 p.m.

  
\_\_\_\_\_  
Joe Lane Cox, Mayor

\_\_\_\_\_  
Councilmember Jonathan Cox

  
\_\_\_\_\_  
Councilmember Linda Grant

  
\_\_\_\_\_  
Councilmember Mike Sosebee

  
\_\_\_\_\_  
Councilmember Mike Wilson

Attested:   
\_\_\_\_\_  
Kim Cornelison, City Clerk

STATE OF GEORGIA  
COUNTY OF DAWSON

AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

Joe Lane Cox, Mayor, Jonathan Cox, Council Member; Linda Grant, Council Member, Mike Sosebee; Council Member and Mike A. Wilson, Council Member; 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 the 4th day of May, 2009.

2. During such meeting, the Board voted to go into closed session.

3. The executive session was called to order at \_\_\_\_\_ a.m. / 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:

\_\_\_\_\_ 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(4);

X 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(6);

Other \_\_\_\_\_ as provided in: \_\_\_\_\_

This 4th day of May, 2009.

City of Dawsonville, Mayor and council

Joe Lane Cox  
Joe Lane Cox, Mayor

Jonathan Cox  
Jonathan Cox, Council Member

Linda Grant  
Linda Grant, Council Member

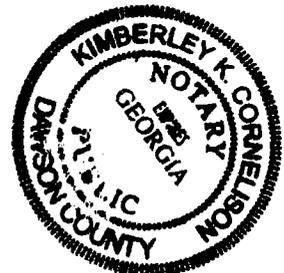
Mike Sosebee  
Mike Sosebee, Council Member

Mike A. Wilson  
Mike A. Wilson, Council Member

Kim H. Cornelison  
Kim Cornelison, City Clerk  
Notary Public

Sworn to and subscribed before me this 4th day of May, 2009.

My Commissioner expires: August 14, 2012



# **TRA**

*Specialists in Recovering Overpaid Taxes*

## **TAX RECOVERY ASSOCIATES, INC. SALES/USE TAX REFUND ENGAGEMENT AGREEMENT**

In consideration of the mutual covenants contained herein, the City of Dawsonville hereinafter referred to as "Client") with Sales and/or Use Tax Number \_\_\_\_\_ authorizes and engages Tax Recovery Associates, Inc., (hereinafter referred to as "TRA") as follows:

### **SERVICES TO BE PERFORMED**

1. TRA shall conduct a review of Client's Sales and Use tax records (hereinafter referred to as "tax records") in order to determine any erroneously paid Sales and Use taxes as defined in paragraph 2 below for a period of three (3) years immediately preceding the execution of this Agreement and for any additional period held open by an audit or waiver.

2. The term "erroneously-paid taxes" as included in this Agreement is defined as follows:

a) Sales and Use Taxes which have been paid, which taxes would have been an allowable exemption to the requirement to pay such taxes pursuant to the rules, regulations and laws of the applicable State;

b) Taxes paid inadvertently such as when paid to vendors and also paid by the Client's method of accrual;

c) Taxes paid using an improper rate or to an improper taxing authority;

d) Taxes paid as a portion of a lease payment which would otherwise be subject to an exemption, exclusion or come under the other circumstances set forth in subparagraphs a, b and c listed above; or,

e) In the event that the Client has been made aware of an assessment by the taxing authority, any credits which Client realizes against such assessment through the efforts of TRA.

### **SCOPE OF REVIEW**

3. Both parties hereby acknowledge that TRA will be reviewing only documents relating to the payment of Sales and Use Taxes to the taxing authorities or vendors, in order to determine if there is a refund due to the Client.

4. In the event TRA's review indicates that there are some erroneously-paid taxes as defined in paragraph 2, Client hereby authorizes TRA to promptly take all necessary action to claim such erroneously paid taxes from the appropriate taxing authorities, vendors, or other parties and TRA is authorized at its discretion, to file any necessary petitions, claims and/or appeals therewith on the Client's behalf, and to consult with other parties as necessary to obtain information associated with the recovery of any such erroneously-paid tax.

### **CONFIDENTIALITY**

5. Both parties hereby acknowledge that all data and or information provided by Client to TRA shall be held in a confidential manner and not divulged except as may be required in the performance of this Agreement, in making claims to the taxing authorities or vendors or in obtaining other data as needed to conduct its review.

**TAX RECOVERY ASSOCIATES, INC.**  
**SALES/USE TAX REFUND**  
**ENGAGEMENT AGREEMENT**

**COSTS IN CONDUCTING REVIEW**

6. TRA shall bear all costs incurred in reviewing Clients tax records, in preparing any required refund documents and the costs, if any, in appealing before the appropriate taxing agency and legal fees incurred in administrative hearings before the State Department of Revenue.

**COMPENSATION TO TRA**

7. In the event TRA does not discover any erroneously-paid taxes as defined herein or is not successful in obtaining any refunds or tax credits, Client is under no financial obligation to TRA and will owe no fees or expenses to TRA.

8. In the event TRA discovers any erroneously-paid taxes, Client shall pay TRA within ten (10) days of Client's receipt of refunds of tax or credits on tax assessments, or reductions in future lease payments, twenty-five (25)% of all:

- a) Refunds of Clients' tax payments resulting from overpayments identified by TRA's analysis (including penalties and interest);
- b) Credits on Client's tax assessments or lease payments (including penalties and interest) and reduction in future lease payments received from taxing authorities or other parties; and/or,
- c) Assessment reduction credits (assessment offset) will be billed at TRA's contingency fee at time of "ST3AR" and "Notice of Proposed Assessment" from taxing authorities.

**TRA Initials:** \_\_\_\_\_

**Client Initials:** \_\_\_\_\_

9. Client hereby acknowledges that any past due payments shall accrue interest at the rate of 1 ½ % per month.

**REVERSAL OF CLAIM**

10. In the event any such erroneous tax refund, assessment credit, or lease payment reduction is reversed by the State and paid by Client within three (3) years of Client's payment to TRA hereunder, TRA agrees to reimburse the Client the applicable contingency fee paid to TRA on the items reversed, within three (3) days of Client's payment of the same to the State. Separate refunds applied for by Client will be held separate from TRA's claim and TRA waives compensation on such Claims unless Client requires TRA's assistance in arbitrating the claim.

11. This Agreement shall be binding upon the agents, successors, and assigns of the parties hereto, and no change of ownership of Client or Client's business or assets shall affect the terms hereof.

12. Client shall report to TRA all tax refund payments, assessment credits and lease payment reductions from taxing authorities and other parties.

**ATTORNEY'S FEES AND COSTS OF COLLECTION**

13. In the event Client fails to compensate TRA as provided in this Agreement, Client shall pay all costs and expenses incurred by TRA in connection with the collection of sums due TRA hereunder, including reasonable attorney's fees.

**TAX RECOVERY ASSOCIATES, INC.**  
**SALES/USE TAX REFUND**  
**ENGAGEMENT AGREEMENT**

**MODIFICATION AND TERM**

14. This agreement shall not be modified or amended except in writing signed by both parties hereto. The term of this agreement shall be for one (1) year from the date executed. In the event neither party gives notice of its intent to non-renew, this agreement shall automatically renew for an additional one (1) year term. Upon termination, the parties' rights and obligations with respect to any tax refund claims then pending shall be governed by the terms of this agreement until said claims are completed and finalized.

**GOVERNING LAW**

15. This agreement shall be construed under the laws of the State of Georgia.

**NOTICE**

16. Notice to either party pursuant to this agreement shall be in writing hand delivered or sent by certified mail return receipt requested, or by facsimile evidenced by facsimile receipt to the current addresses listed below. Both parties are required to provide written notification of an address change.

In witness whereof, TRA and the Client have executed this agreement, under seal, this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

TAX RECOVERY ASSOCIATES, INC.  
P. O. Box 14698  
Augusta, GA 30919  
Phone #: (706) 860-5744  
Fax #: (888) 858-4910

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

Print Name:

Title:

City of Dawsonville, Georgia  
P.O. Box 6  
Dawsonville, GA 30534  
Phone: 706-265-3256  
Fax: 706-265-4214

By: Joe Lane Cox  
Joe Lane Cox, Mayor

Attest: Kim Cornelison  
Kim Cornelison, Clerk

# Planned Service Agreement



AIR CONDITIONING AND PLUMBING, INC.

P.O. Box 711

Gainesville, Ga 30503-0711

Our trained service specialists will perform the following maintenance:

- Clean or replace filters with deluxe pleated
- Inspect and adjust belts, bearings and drives
- Lubricate as required
- Inspect and adjust thermostat as necessary
- Inspect wiring connections
- Inspect motor voltage and amperage
- Check contactors and motor starter components
- Verify safety controls
- Verify proper refrigerant charge using superheat or subcooling method
- Check for proper temperature differences
- Verify proper control sequence
- Clean and adjust gas burners and heat exchanger
- Inspect flue pipe

1. We will clean and inspect your equipment 4 times a year to ensure that it is operating at peak efficiency.
2. Your Agreement will be in effect for one year beginning Jan
3. You will be sent a renewal notice annually.
4. In the event that you need additional service the following rates will apply:
  - Mon – Fri (8AM – 5PM), \$ 70.00 per hour and a 10% parts discount.
  - All other times, \$ 105.00 per hour and a 10% parts discount.

**These discounted rates also apply to any Plumbing service you may need.**

5. Your Agreement is on a **Cost Plus Basis** using the above pricing. You will be billed each inspection with payment due upon receipt of invoice.

Customer Signature: Judith Cox Date: May 4, 2009  
• Please sign and return one copy

Location: City of Dawsonville  
415 Hwy 53 East  
Name: Dawsonville, GA 30534  
Address: 706-265-3256

Exhibit "B"

**RESOLUTION**

WHEREAS bids were received by the City of Dawsonville April 14, 2009, for streetscape improvements, and

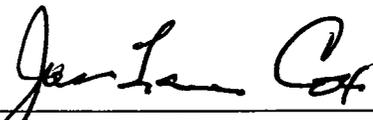
WHEREAS the low responsible, responsive bidder is Townley Construction Company, Inc. with a bid in the amount of \$89,147.05, and

WHEREAS the low bidder, Townley Construction Company, Inc. of Dawsonville, Georgia, appears to have the necessary financial and technical ability to complete the project, and

BE IT THEREFORE resolved the Mayor and Council make tentative contract award of the construction contract to Townley Construction Company, Inc., in the amount of \$89,147.05. This award is subject to approval by the Georgia Department of Transportation.

THIS RESOLUTION was passed by a vote of 4 to 0 at regular meeting of the Mayor and Council on Monday, May 18<sup>th</sup>, 2009.

**CITY OF DAWSONVILLE**

  
\_\_\_\_\_  
Joe Lane Cox, Mayor

Attest:   
\_\_\_\_\_  
City Clerk



G. BEN TURNIPSEED ENGINEERS  
*Environmental - Civil - Hydraulic*

2255 CUMBERLAND PARKWAY, BUILDING 400, ATLANTA, GA 30339 • 770-333-0700

May 1, 2009

Mayor and Council  
City of Dawsonville  
P. O. Box 6  
Dawsonville, Georgia 30534

Attention: Mayor Joe Lane Cox

Re: City of Dawsonville  
Streetscape Improvements  
Project No. 981092

We have checked the bids received April 14, 2009, on subject project. A tabulation of the bids received is as follows:

<u>Contractor</u>	<u>Total Amount Bid</u>
1. Townley Construction Company, Inc. Dawsonville, Georgia	\$89,147.05
2. Johnson Landscapes, Inc. Cumming, Georgia	\$92,765.90
3. Exterior Concepts, Inc. Buford, Georgia	\$96,351.00
4. Lewallen Construction Co., Inc. Marietta, Georgia	\$103,700.00
5. Strickland & Sons Pipeline, Inc. Gainesville, Georgia	\$148,518.95
6. Bearden & Bryson Construction, Inc. Dawsonville, Georgia	\$191,040.00

- |    |  |                |
|----|--|----------------|
| 7. | Woodwind Construction Company, Inc.<br>Norcross, Georgia | \$196,435.00   |
| 8. | Colwell Construction Co., Inc.<br>Blairsville, Georgia   | Non-Responsive |

As indicated, the low bidder for is Townley Construction Company, Inc. of Dawsonville, Georgia. Since the low bidder appears to have adequate experience, technical ability and financial capability to complete the project, we recommend contract award be made to Townley Construction Company, Inc. in the amount of \$89,147.05.

We have enclosed a certified copy of the bid tabulation for the bids received.

If the City decides to award the project, we have enclosed a sample resolution the City should consider adopting.

If you have any questions concerning our recommendation, please call us.

Yours truly,  
**G. BEN TURNIPSEED ENGINEERS, INC.**



G. Ben Turnipseed, P.E.

GBT:ks  
Enclosure

G. BEN TURNIPSEED ENGINEERS, INC.  
 ATLANTA, GEORGIA  
 CITY OF DAWSONVILLE, GEORGIA  
 DOWNTOWN STREETScape IMPROVEMENTS  
 Project No.: 981092  
 Bids Received Through April 14, 2009

THIS IS TO CERTIFY THAT  
 THIS IS A CORRECT TABULATION

  
 G. Ben Turnipseed, P. E.

CITY OF DAWSONVILLE, GEORGIA  
 DOWNTOWN STREETScape IMPROVEMENTS

Townley Construction Company, Inc.  
 Dawsonville, Georgia

ITEM NO.	DOT PAY ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	150-1000	1	LS	TRAFFIC CONTROL	\$1,200.00	\$1,200.00
2.	163-0232	0.42	AC	TEMPORARY GRASSING	\$1,250.00	\$525.00
3.	163-0530	200	LF	CONSTRUCT AND REMOVE BALED STRAW EROSION CHECK	\$4.00	\$800.00
4.	163-0550	7	EA	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	\$35.00	\$245.00
5.	165-0030	4,750	LF	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	\$0.65	\$3,087.50
6.	165-0070	400	LF	MAINTENANCE OF BALED STRAW EROSION CHECK	\$0.75	\$300.00
7.	165-0105	14	EA	MAINTENANCE OF INLET SEDIMENT TRAP	\$14.00	\$196.00
8.	171-0030	2,375	LF	TEMPORARY SILT FENCE, TYPE C.	\$1.80	\$4,275.00
9.	210-0100	1	LS	GRADING COMPLETE	\$3,600.00	\$3,600.00
10.	441-0104	1,960	SY	CONC SIDEWALK, 4-INCH THICK-INCL HANDICAP RAMPS	\$30.83	\$60,426.80
11.	441-0204	110	SY	PLAIN CONCRETE DITCH PAVING, 4 IN	\$29.50	\$3,245.00
12.	550-1150	25	LF	STORM DRAIN PIPE, 15 IN, H 1-10	\$28.00	\$700.00
13.	550-4215	6	EA	FLARED END SECTION 15 IN, STORM DRAIN	\$490.00	\$2,940.00
14.	610-1880	30	LF	REM STORM DRAIN PIPE	\$15.25	\$457.50
15.	610-2815	96	SY	REM CONC SIDEWALK	\$9.00	\$864.00
16.	653-1501	1,185	LF	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	\$0.75	\$888.75
17.	653-1804	1,590	GLF	THERMOPLASTIC SKIP TRAF STRIPE, 8 IN, WHITE	\$1.35	\$2,146.50
18.	668-2100	1	EA	DROP INLET, GP 1	\$1,525.00	\$1,525.00
19.	668-8016	3	EA	CAST IRON GRATE AND FRAME	\$575.00	\$1,725.00
<b>TOTAL AMOUNT BID - ITEMS 1 THRU 19, INCLUSIVE, IN THE AMOUNT OF:</b>						<b>\$89,147.05</b>

**CITY OF DAWSONVILLE, GEORGIA  
DOWNTOWN STREETScape IMPROVEMENTS**

**Johnson Landscapes, Inc.  
Cumming, Georgia**

ITEM NO.	DOT PAY ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	150-1000	1	LS	TRAFFIC CONTROL	\$2,000.00	\$2,000.00
2.	163-0232	0.42	AC	TEMPORARY GRASSING	\$1,700.00	\$714.00
3.	163-0530	200	LF	CONSTRUCT AND REMOVE BALED STRAW EROSION CHECK	\$5.25	\$1,050.00
4.	163-0550	7	EA	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	\$75.00	\$525.00
5.	165-0030	4,750	LF	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	\$0.50	\$2,375.00
6.	165-0070	400	LF	MAINTENANCE OF BALED STRAW EROSION CHECK	\$0.66	\$264.00
7.	165-0105	14	EA	MAINTENANCE OF INLET SEDIMENT TRAP	\$25.00	\$350.00
8.	171-0030	2,375	LF	TEMPORARY SILT FENCE, TYPE C	\$2.20	\$5,225.00
9.	210-0100	1	LS	GRADING COMPLETE	\$18,849.00	\$18,849.00
10.	441-0104	1,960	SY	CONC SIDEWALK, 4-INCH THICK-INCL HANDICAP RAMPS	\$24.43	\$47,882.80
11.	441-0204	110	SY	PLAIN CONCRETE DITCH PAVING, 4 IN	\$27.46	\$3,020.60
12.	550-1150	25	LF	STORM DRAIN PIPE, 15 IN, H 1-10	\$30.00	\$750.00
13.	550-4215	6	EA	FLARED END SECTION 15 IN, STORM DRAIN	\$350.00	\$2,100.00
14.	610-1880	30	LF	REM STORM DRAIN PIPE	\$12.00	\$360.00
15.	610-2815	96	SY	REM CONC SIDEWALK	\$16.00	\$1,536.00
16.	653-1501	1,185	LF	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	\$0.84	\$995.40
17.	653-1804	1,590	GLF	THERMOPLASTIC SKIP TRAF STRIPE, 8 IN, WHITE	\$1.49	\$2,369.10
18.	668-2100	1	EA	DROP INLET, GP 1	\$1,200.00	\$1,200.00
19.	668-8016	3	EA	CAST IRON GRATE AND FRAME	\$400.00	\$1,200.00
<b>TOTAL AMOUNT BID - ITEMS 1 THRU 19, INCLUSIVE, IN THE AMOUNT OF:</b>						<b>\$92,765.90</b>

**CITY OF DAWSONVILLE, GEORGIA  
DOWNTOWN STREETScape IMPROVEMENTS**

**Exterior Concepts, Inc.  
Buford, Georgia**

ITEM NO.	DOT PAY ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	150-1000	1	LS	TRAFFIC CONTROL	\$3,500.00	\$3,500.00
2.	163-0232	0.42	AC	TEMPORARY GRASSING	\$1,800.00	\$756.00
3.	163-0530	200	LF	CONSTRUCT AND REMOVE BALED STRAW EROSION CHECK	\$8.00	\$1,600.00
4.	163-0550	7	EA	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	\$250.00	\$1,750.00
5.	165-0030	4,750	LF	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	\$0.50	\$2,375.00
6.	165-0070	400	LF	MAINTENANCE OF BALED STRAW EROSION CHECK	\$0.35	\$140.00
7.	165-0105	14	EA	MAINTENANCE OF INLET SEDIMENT TRAP	\$10.00	\$140.00
8.	171-0030	2,375	LF	TEMPORARY SILT FENCE, TYPE C	\$2.80	\$6,650.00
9.	210-0100	1	LS	GRADING COMPLETE	\$7,000.00	\$7,000.00
10.	441-0104	1,960	SY	CONC SIDEWALK, 4-INCH THICK-INCL HANDICAP RAMPS	\$25.20	\$49,392.00
11.	441-0204	110	SY	PLAIN CONCRETE DITCH PAVING, 4 IN	\$30.00	\$3,300.00
12.	550-1150	25	LF	STORM DRAIN PIPE, 15 IN, H 1-10	\$30.00	\$750.00
13.	550-4215	6	EA	FLARED END SECTION 15 IN, STORM DRAIN	\$200.00	\$1,200.00
14.	610-1880	30	LF	REM STORM DRAIN PIPE	\$15.00	\$450.00
15.	610-2815	96	SY	REM CONC SIDEWALK	\$18.00	\$1,728.00
16.	653-1501	1,185	LF	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	\$4.00	\$4,740.00
17.	653-1804	1,590	GLF	THERMOPLASTIC SKIP TRAF STRIPE, 8 IN, WHITE	\$5.00	\$7,950.00
18.	668-2100	1	EA	DROP INLET, GP 1	\$680.00	\$680.00
19.	668-8016	3	EA	CAST IRON GRATE AND FRAME	\$750.00	\$2,250.00
<b>TOTAL AMOUNT BID - ITEMS 1 THRU 19, INCLUSIVE, IN THE AMOUNT OF:</b>						<b>\$96,351.00</b>

**CITY OF DAWSONVILLE, GEORGIA  
DOWNTOWN STREETScape IMPROVEMENTS**

**Lewallen Construction Co., Inc.  
Marietta, Georgia**

ITEM NO.	DOT PAY ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	150-1000	1	LS	TRAFFIC CONTROL	\$3,180.39	\$3,180.39
2.	163-0232	0.42	AC	TEMPORARY GRASSING	\$562.50	\$236.25
3.	163-0530	200	LF	CONSTRUCT AND REMOVE BALED STRAW EROSION CHECK	\$3.75	\$750.00
4.	163-0550	7	EA	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	\$88.75	\$621.25
5.	165-0030	4,750	LF	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	\$0.01	\$47.50
6.	165-0070	400	LF	MAINTENANCE OF BALED STRAW EROSION CHECK	\$0.01	\$4.00
7.	165-0105	14	EA	MAINTENANCE OF INLET SEDIMENT TRAP	\$0.01	\$0.14
8.	171-0030	2,375	LF	TEMPORARY SILT FENCE, TYPE C	\$2.31	\$5,486.25
9.	210-0100	1	LS	GRADING COMPLETE	\$28,814.94	\$28,814.94
10.	441-0104	1,960	SY	CONC SIDEWALK, 4-INCH THICK-INCL HANDICAP RAMPS	\$25.30	\$49,588.00
11.	441-0204	110	SY	PLAIN CONCRETE DITCH PAVING, 4 IN	\$33.35	\$3,668.50
12.	550-1150	25	LF	STORM DRAIN PIPE, 15 IN, H 1-10	\$43.60	\$1,090.00
13.	550-4215	6	EA	FLARED END SECTION 15 IN, STORM DRAIN	\$164.00	\$984.00
14.	610-1880	30	LF	REM STORM DRAIN PIPE	\$2.10	\$63.00
15.	610-2815	96	SY	REM CONC SIDEWALK	\$7.88	\$756.48
16.	653-1501	1,185	LF	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	\$0.58	\$687.30
17.	653-1804	1,590	GLF	THERMOPLASTIC SKIP TRAF STRIPE, 8 IN, WHITE	\$2.30	\$3,657.00
18.	668-2100	1	EA	DROP INLET, GP 1	\$2,700.00	\$2,700.00
19.	668-8016	3	EA	CAST IRON GRATE AND FRAME	\$455.00	\$1,365.00
<b>TOTAL AMOUNT BID - ITEMS 1 THRU 19, INCLUSIVE, IN THE AMOUNT OF:</b>						<b>\$103,700.00</b>

**CITY OF DAWSONVILLE, GEORGIA  
DOWNTOWN STREETScape IMPROVEMENTS**

**Strickland & Sons Pipeline, Inc.  
Gainesville, Georgia**

ITEM NO.	DOT PAY ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	150-1000	1	LS	TRAFFIC CONTROL	\$11,850.00	\$11,850.00
2.	163-0232	0.42	AC	TEMPORARY GRASSING	\$1,785.00	\$749.70
3.	163-0530	200	LF	CONSTRUCT AND REMOVE BALED STRAW EROSION CHECK	\$3.00	\$600.00
4.	163-0550	7	EA	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	\$225.00	\$1,575.00
5.	165-0030	4,750	LF	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	\$0.50	\$2,375.00
6.	165-0070	400	LF	MAINTENANCE OF BALED STRAW EROSION CHECK	\$0.50	\$200.00
7.	165-0105	14	EA	MAINTENANCE OF INLET SEDIMENT TRAP	\$50.00	\$700.00
8.	171-0030	2,375	LF	TEMPORARY SILT FENCE, TYPE C	\$2.50	\$5,937.50
9.	210-0100	1	LS	GRADING COMPLETE	\$39,280.00	\$39,280.00
10.	441-0104	1,960	SY	CONC SIDEWALK, 4-INCH THICK-INCL HANDICAP RAMPS	\$33.50	\$65,660.00
11.	441-0204	110	SY	PLAIN CONCRETE DITCH PAVING, 4 IN	\$43.00	\$4,730.00
12.	550-1150	25	LF	STORM DRAIN PIPE, 15 IN, H 1-10	\$35.00	\$875.00
13.	550-4215	6	EA	FLARED END SECTION 15 IN, STORM DRAIN	\$600.00	\$3,600.00
14.	610-1880	30	LF	REM STORM DRAIN PIPE	\$30.00	\$900.00
15.	610-2815	96	SY	REM CONC SIDEWALK	\$8.50	\$816.00
16.	653-1501	1,185	LF	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	\$0.65	\$770.25
17.	653-1804	1,590	GLF	THERMOPLASTIC SKIP TRAF STRIPE, 8 IN, WHITE	\$1.95	\$3,100.50
18.	668-2100	1	EA	DROP INLET, GP 1	\$2,850.00	\$2,850.00
19.	668-8016	3	EA	CAST IRON GRATE AND FRAME	\$650.00	\$1,950.00
<b>TOTAL AMOUNT BID - ITEMS 1 THRU 19, INCLUSIVE, IN THE AMOUNT OF:</b>						<b>\$148,518.95</b>

**CITY OF DAWSONVILLE, GEORGIA  
DOWNTOWN STREETScape IMPROVEMENTS**

**Bearden & Bryson Construction, Inc.  
Dawsonville, Georgia**

ITEM NO.	DOT PAY ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	150-1000	1	LS	TRAFFIC CONTROL	\$16,000.00	\$16,000.00
2.	163-0232	0.42	AC	TEMPORARY GRASSING	\$14,000.00	\$5,880.00
3.	163-0530	200	LF	CONSTRUCT AND REMOVE BALED STRAW EROSION CHECK	\$3.60	\$720.00
4.	163-0550	7	EA	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	\$200.00	\$1,400.00
5.	165-0030	4,750	LF	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	\$1.25	\$5,937.50
6.	165-0070	400	LF	MAINTENANCE OF BALED STRAW EROSION CHECK	\$4.00	\$1,600.00
7.	165-0105	14	EA	MAINTENANCE OF INLET SEDIMENT TRAP	\$75.00	\$1,050.00
8.	171-0030	2,375	LF	TEMPORARY SILT FENCE, TYPE C	\$3.50	\$8,312.50
9.	210-0100	1	LS	GRADING COMPLETE	\$38,000.00	\$38,000.00
10.	441-0104	1,960	SY	CONC SIDEWALK, 4-INCH THICK-INCL HANDICAP RAMPS	\$46.50	\$91,140.00
11.	441-0204	110	SY	PLAIN CONCRETE DITCH PAVING, 4 IN	\$45.00	\$4,950.00
12.	550-1150	25	LF	STORM DRAIN PIPE, 15 IN, H 1-10	\$50.00	\$1,250.00
13.	550-4215	6	EA	FLARED END SECTION 15 IN, STORM DRAIN	\$600.00	\$3,600.00
14.	610-1880	30	LF	REM STORM DRAIN PIPE	\$20.00	\$600.00
15.	610-2815	96	SY	REM CONC SIDEWALK	\$20.00	\$1,920.00
16.	653-1501	1,185	LF	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	\$0.70	\$829.50
17.	653-1804	1,590	GLF	THERMOPLASTIC SKIP TRAF STRIPE, 8 IN, WHITE	\$1.95	\$3,100.50
18.	668-2100	1	EA	DROP INLET, GP 1	\$2,500.00	\$2,500.00
19.	668-8016	3	EA	CAST IRON GRATE AND FRAME	\$750.00	\$2,250.00
<b>TOTAL AMOUNT BID - ITEMS 1 THRU 19, INCLUSIVE, IN THE AMOUNT OF:</b>						<b>\$191,040.00</b>

**CITY OF DAWSONVILLE, GEORGIA  
DOWNTOWN STREETSCAPE IMPROVEMENTS**

**Woodwind Construction Company, Inc.  
Norcross, Georgia**

ITEM NO.	DOT PAY ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	150-1000	1	LS	TRAFFIC CONTROL	\$15,000.00	\$15,000.00
2.	163-0232	0.42	AC	TEMPORARY GRASSING	\$4,000.00	\$1,680.00
3.	163-0530	200	LF	CONSTRUCT AND REMOVE BALED STRAW EROSION CHECK	\$20.00	\$4,000.00
4.	163-0550	7	EA	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	\$200.00	\$1,400.00
5.	165-0030	4,750	LF	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	\$1.30	\$6,175.00
6.	165-0070	400	LF	MAINTENANCE OF BALED STRAW EROSION CHECK	\$7.00	\$2,800.00
7.	165-0105	14	EA	MAINTENANCE OF INLET SEDIMENT TRAP	\$100.00	\$1,400.00
8.	171-0030	2,375	LF	TEMPORARY SILT FENCE, TYPE C	\$3.00	\$7,125.00
9.	210-0100	1	LS	GRADING COMPLETE	\$66,000.00	\$66,000.00
10.	441-0104	1,960	SY	CONC SIDEWALK, 4-INCH THICK-INCL HANDICAP RAMPS	\$36.00	\$70,560.00
11.	441-0204	110	SY	PLAIN CONCRETE DITCH PAVING, 4 IN	\$42.00	\$4,620.00
12.	550-1150	25	LF	STORM DRAIN PIPE, 15 IN, H 1-10	\$50.00	\$1,250.00
13.	550-4215	6	EA	FLARED END SECTION 15 IN, STORM DRAIN	\$500.00	\$3,000.00
14.	610-1880	30	LF	REM STORM DRAIN PIPE	\$20.00	\$600.00
15.	610-2815	96	SY	REM CONC SIDEWALK	\$10.00	\$960.00
16.	653-1501	1,185	LF	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	\$1.00	\$1,185.00
17.	653-1804	1,590	GLF	THERMOPLASTIC SKIP TRAF STRIPE, 8 IN, WHITE	\$2.00	\$3,180.00
18.	668-2100	1	EA	DROP INLET, GP 1	\$2,500.00	\$2,500.00
19.	668-8016	3	EA	CAST IRON GRATE AND FRAME	\$1,000.00	\$3,000.00
<b>TOTAL AMOUNT BID - ITEMS 1 THRU 19, INCLUSIVE, IN THE AMOUNT OF:</b>						<b>\$196,435.00</b>

**CITY OF DAWSONVILLE, GEORGIA  
DOWNTOWN STREETScape IMPROVEMENTS**

**Colwell Construction Company, Inc.  
Blairsville, Georgia**

ITEM NO.	DOT PAY ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	150-1000	1	LS	TRAFFIC CONTROL		<u>NON RESPONSIVE</u>
2.	163-0232	0.42	AC	TEMPORARY GRASSING		
3.	163-0530	200	LF	CONSTRUCT AND REMOVE BALED STRAW EROSION CHECK		
4.	163-0550	7	EA	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP		
5.	165-0030	4,750	LF	MAINTENANCE OF TEMPORARY SILT FENCE, TP C		
6.	165-0070	400	LF	MAINTENANCE OF BALED STRAW EROSION CHECK		
7.	165-0105	14	EA	MAINTENANCE OF INLET SEDIMENT TRAP		
8.	171-0030	2,375	LF	TEMPORARY SILT FENCE, TYPE C		
9.	210-0100	1	LS	GRADING COMPLETE		
10.	441-0104	1,960	SY	CONC SIDEWALK, 4-INCH THICK-INCL HANDICAP RAMPS		
11.	441-0204	110	SY	PLAIN CONCRETE DITCH PAVING, 4 IN		
12.	550-1150	25	LF	STORM DRAIN PIPE, 15 IN, H 1-10		
13.	550-4215	6	EA	FLARED END SECTION 15 IN, STORM DRAIN		
14.	610-1880	30	LF	REM STORM DRAIN PIPE		
15.	610-2815	96	SY	REM CONC SIDEWALK		
16.	653-1501	1,185	LF	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE		
17.	653-1804	1,590	GLF	THERMOPLASTIC SKIP TRAF STRIPE, 8 IN, WHITE		
18.	668-2100	1	EA	DROP INLET, GP 1		
19.	668-8016	3	EA	CAST IRON GRATE AND FRAME		
<b>TOTAL AMOUNT BID - ITEMS 1 THRU 19, INCLUSIVE, IN THE AMOUNT OF:</b>						<u>NON RESPONSIVE</u>

**Joe Lane Cox**

---

**From:** Fred Finley [ffinley@windstream.net]  
**Sent:** Tuesday, April 28, 2009 10:17 AM  
**To:** mayor@dawsonville.com  
**Cc:** super@dawsonville.com  
**Subject:** Water & Sewer System

Mayor Joe Lane Cox  
Dawsonville, Georgia

Dear Mayor Cox:

Recently I visited Dawsonville to observe the classroom areas available in City Hall and later to review the water system fluoridation program. During my visits I was impressed with the obvious pride and dedication exhibited by Gary Barr and his staff in operation and maintenance of the water and sewer facilities. I wanted to let you know this as it is not something we see every day and is reflective of strong support from the City administration.

We appreciate the offer to conduct some training classes in Dawsonville and look forward to doing so in the near future.

Thank you for your support!

Fred Finley  
Training Director  
Georgia Rural Water Association  
Tel. 706-886-9517

Exhibit "D"

5/8/2009