#### AGENDA CITY COUNCIL REGULAR MEETING G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor Monday, December 2, 2024 5:00 P.M.

- 1. Call to Order
- 2. Roll Call
- 3. Invocation and Pledge
- 4. Announcements
- 5. Approval of the Agenda
- 6. Public Input
- 7. Consent Agenda
  - a. Approve Minutes
    - Regular Meeting and Work Session held November 18, 2024
  - b. Approve Equipment Lease Agreement for Printer in Planning & Zoning
  - c. Approve FY 2025 Local Maintenance and Improvement Grant (LMIG)

#### BUSINESS

- 8. Proclamation: Celebrating the 165<sup>th</sup> Anniversary of the City of Dawsonville
- 9. FY 2023-2024 Financial Audit Presentation by Alexander, Almand & Bangs
- 10. Resolution No. R2024-06: Adopt the Dawson County Multi-Jurisdictional Hazard Mitigation Plan
- 11. Consideration of City Hall Early Closure on December 17, 2024

#### MAYOR AND COUNCIL REPORTS

EXECUTIVE SESSION, IF NEEDED: Pending or Potential Litigation, Real Estate Acquisition and/or Personnel RESERVED FOR POTENTIAL ACTION ON EXECUTIVE SESSION ITEMS, IF NEEDED ADJOURNMENT

The next scheduled City Council meeting is Monday, December 16, 2024

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



## DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #\_\_\_\_7

SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 12/02/2024

PURPOSE FOR REQUEST:

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

- a. Approve Minutes
  - Regular Meeting and Work Session held November 18, 2024
- b. Approve Equipment Lease Agreement for Printer in Planning & Zoning
- c. Approve FY 2025 Local Maintenance and Improvement Grant (LMIG)



## DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #<u>7a</u>

SUBJECT: APPROVE MINUTES
CITY COUNCIL MEETING DATE: 12/02/2024
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 AND WORK SESSION HELD NOVEMBER 18, 2024
HISTORY/ FACTS / ISSUES:
OPTIONS:
AMEND OR APPROVE AS PRESENTED
RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

#### MINUTES CITY COUNCIL REGULAR MEETING AND WORK SESSION G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor Monday, November 18, 2024 5:00 P.M.

- 1. CALL TO ORDER: Mayor Walden called the meeting to order at 5:00 pm.
- 2. ROLL CALL: Present were Councilmember William IIIg, Councilmember Sandy Sawyer, Councilmember Mark French, Councilmember Caleb Phillips, City Attorney Jonah Howell, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utility Director Jacob Barr, Finance Director Robin Gazaway and Planning Director Ron Haynie.
- 3. INVOCATION AND PLEDGE: Invocation and pledge were led by Councilmember Sawyer.
- 4. ANNOUNCEMENTS: Mayor Walden invited residents to come out for the Christmas Tree Lighting, Parade and Jingle Market on November 23, 2024. He also invited them to celebrate the 165<sup>th</sup> Anniversary of the City on December 2, 2024 at the Gordon Pirkle Room from 6:00 – 8:00 pm. Councilmember Sawyer announced Family Connections is holding a poverty simulation on November 20, 2024 at Veteran's Memorial Park at 1:00 pm.
- **5. APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by M. French; second by C. Phillips. Vote carried unanimously in favor.
- 6. PUBLIC INPUT: None
- **7. CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a,b) made by W. Illg; second by S. Sawyer. Vote carried unanimously in favor.
  - a. Approve Minutes
    - Regular Meeting and Work Session held October 21, 2024
  - b. Approve 2025 Meeting Calendar (Exhibit "A")
- 8. EMPLOYEE RECOGNITION: The Mayor and Council recognized Steven McNeal as the October Employee of the Month and Sara Beacham for sixteen years of service.

#### BUSINESS

- **9. PLANNING COMMISSION APPOINTMENTS**: Motion made by C. Phillips to make the following appointments to Planning Commission:
  - Randy Davis to Post 3 (moved from Member at Large): Fulfilling the unexpired term of Sandra Sawyer through 12/31/2026
  - Josh Nichols to Post 2 (reappointment): Term 01/01/2025 12/31/2027
  - Ashley Stephenson to Post 1 (clean-up): Term extended through 12/31/2026
  - Madison Eiberger to Post 1: Fulfilling the unexpired term of Alexis Noggle through 12/31/2024 and new term for 01/01/2025 01/01/2027
  - Dr. Saba Haeringer to Member at Large: Fulfilling the unexpired term of Randy Davis through 12/31/2024 and new term for 01/01/2025 01/01/2027

Second by M. French. Vote carried unanimously in favor.

- 10. BID SELECTION: SHELTER FOR MAIN STREET PARK: Motion to award the bid selection to Jeff Register Building & Truss in the amount of \$24,999.00 to be paid out partially by the grant funds received from Amicalola EMC to the Downtown Development Authority (\$20,000) and the balance from SPLOST VII made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.
- 11. SPECIAL CALLED MEETING FOR MAYOR & COUNCIL RETREAT: Mayor Walden called a Special Called Meeting for the City Council to be held on Friday, December 13, 2024 and Saturday, December 14, 2024 for the purpose of a Mayor and Council retreat. The meeting will be held at the Amicalola Lodge located at 418 Amicalola Falls Road in Dawsonville, Georgia beginning at 8:30 am on December 13, 2024.

#### WORK SESSION – No items

#### MINUTES CITY COUNCIL REGULAR MEETING AND WORK SESSION G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor Monday, November 18, 2024 5:00 P.M.

#### STAFF REPORTS

- **12. BOB BOLZ, CITY MANAGER:** Bolz reported there was one leak adjustment totaling \$107.05 and he expressed the value of the new meter reading system which is able to catch leaks immediately.
- **13. ROBIN GAZAWAY, FINANCE DIRECTOR:** Financial reports representing fund balances and activity through October 31, 2024 were provided in the packet,

#### MAYOR AND COUNCIL REPORTS

Councilmember IIIg stated his excitement for the upcoming Christmas event at the City. Mayor Walden announced he was a Principal for a Day at Robinson Elementary School and has gained a new appreciation for teachers. He also announced he and Councilmember French attended two HOA meetings to become more engaged with the community and an opportunity to share what the City is doing. Councilmember Sawyer stated herself and Downtown Director Edmondson will be attending the Family Connection Poverty Simulation with Leadership Dawson. She also reminded residents of new downtown businesses and encouraged the community to come out and visit them. In closing, Mayor Walden wished everyone a Happy Thanksgiving and hopes everyone can be thankful for their friends and family.

#### ADJOURNMENT

At 5:15 p.m. a motion to adjourn the meeting was made by M. French; second by S. Sawyer. Vote carried unanimously in favor.

Approved this 2<sup>nd</sup> day of December 2024

By: CITY OF DAWSONVILLE

John Walden, Mayor

Caleb Phillips, Councilmember Post 1

William Illg, Councilmember Post 2

Sandra Sawyer, Councilmember Post 3

Mark French, Councilmember Post 4

Attest:

Beverly A. Banister, City Clerk



### **City of Dawsonville** 2025 Meeting Schedule

#### January

January 9	5:00 pm	City Council Regular Meeting
January 13	5:30 pm	Planning Commission
January 27	5:30 pm	Downtown Development Authority

February		
February 3	5:00 pm	City Council Regular Meeting
February 10	5:30 pm	Planning Commission
February 24	5:30 pm	Historic Preservation Commission

#### July July 14 5:30 pm Planning Commission July 21 5:00 pm City Council Regular Meeting & Work Session July 28 5:30 pm Downtown Development Authority

#### August August 4 5:00 pm City Council Regular Meeting August 11 5:30 pm Planning Commission 5:00 pm City Council Regular Meeting & Work Session August 18 August 25 5:30 pm Historic Preservation Commission

March		
March 3	5:00 pm	City Council Regular Meeting
March 10	5:30 pm	Planning Commission
March 17	5:00 pm	City Council Regular Meeting & Work Session
March 24	5:30 pm	Downtown Development Authority

April		
April 7	5:00 pm	City Council Regular Meeting
April 14	5:30 pm	Planning Commission
April 21	5:00 pm	City Council Regular Meeting & Work Session
April 28	5:30 pm	Historic Preservation Commission

May 5

May 8 May 12

May 19

	September
September 8	5:00 pm City Council Regular Meeting
September 15	5:30 pm Planning Commission
September 22	5:00 pm City Council Regular Meeting & Work Session
	5:30 pm Downtown Development Authority

October		
October 13	5:30 pm Planning Commission	
October 20	5:00 pm City Council Regular Meeting & Work Session	
October 27	5:30 pm Historic Preservation Commission	

May	November
5:00 pm Regular Meeting	November 3 5:00 pm City Council Regular Meeting
5:30 pm Downtown Development Authority	November 6 5:30 pm Downtown Development Authority
5:30 pm Planning Commission	November 10 5:30 pm Planning Commission
5:00 pm City Council Regular Meeting & Work Session	November 17 5:00 pm City Council Regular Meeting & Work Session

June		
June 2	5:00 pm	City Council Regular Meeting
June 9	5:30 pm	Planning Commission
June 16	5:00 pm	City Council Regular Meeting & Work Session
June 23	5:30 pm	Historic Preservation Commission

December		
December 1	5:00 pm City Council Regular Meeting	
December 2	5:30 pm Historic Preservation Commission	
December 8	5:30 pm Planning Commission	
December 15	5:00 pm City Council Regular Meeting & Work Session	



## DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #\_7b\_\_\_\_

#### SUBJECT: <u>APPROVE EQUIPMENT LEASE AGREEMENT FOR PRINTER IN PLANNING &</u> ZONING DEPARTMENT

CITY COUNCIL MEETING DATE: 12/02/2024

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

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

Budget Amendment Request from Reserve: \_\_\_\_Enterprise Fund \_\_\_\_General Fund

#### PURPOSE FOR REQUEST:

### TO APPROVE EQUIPMENT LEASE AGREEMENT FOR PRINTER IN PLANNING & ZONING

HISTORY/ FACTS / ISSUES:

- LEASE FOR CURRENT PRINTER ENDED; UPGRADE IS NEEDED IN THE DEPARTMENT
- AGREEMENT REVIEWED BY CITY ATTORNEY
- NEW MACHINE IS \$115.00 PER MONTH

OPTIONS:

RECOMMENDED SAMPLE MOTION:

#### STAFF RECOMMENDS APPROVAL



#### P.O. Box 1548 Gainesville, GA 30503

### SALES ORDER

Customer Number:	GV5662	
Customer PO:		
Federal Tax ID#		
Order Date:	11/08/2024	
Order #:	29839	
Sales Rep:	Dean Snyder	

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

CUST	STOMER INFORMATION BILL TO:			CUSTOMER	INFORMATIO	N SHIP TO	) (if differ	ent):	
415 HIC	OF DAWSONVILLE GHWAY 53 EAST #100 ONVILLE, GA 30534		2	CITY OF DAWS 415 HIGHWAY DAWSONVILLE	53 EAST #100	)			
I	BILLING EMAIL	BILLING PHONE	MAIN CONT	ACT	PHON	IE		EMAIL	
stacy.h	narris@dawsonville-ga. gov	(706) 203-4923	Stacy Hari	ris	(706) 203	-4923	stac	y.harris@dawson	ville-ga.gov
QTY		MODEL	/ DESCRIPTION			SERIA	L NO.	UNIT PRICE	TOTAL
1		Savin IMC	3000 Reconditioned						
1		Savir	n Fax Controller						
1		Sa	avin Console						
			_						
	Leasing Company		.ease Type		Lease Term			Lease Payn	
	Great America		FMV 0 dn		48			\$115.00	
	DELIVERY INCLUDES UP 1					WAF	RANTY		
	CHINE AT NO CHARGE. 7	ADDITIONAL TIME IS A					N/A		

AUTOMATED METER COLLECTION: \_\_\_\_ Yes (initial)

if no. Email Address:

#### AUTOMATED TONER REPLENISHMENT: \_\_\_\_ Yes (initial)

MAINTENANCE PLAN:

METER TYPE	COST PER PRINT	PRINTS INCLUDED	BILLED	EXCESS PRINT COST	BILLED	METER READING
BLACK	0.00945	0	Monthly	\$0.00945		
COLOR	0.05670	0	Monthly	\$0.05670		
INCLUDES:	INCLUDES: ALL SERVICE AND SUPPLIES EXCLUDES: PAPER & STAPLES					

TRADE IN:	Make/Model	Equip ID	Serial Number
Remove and return to	MPC6004EX	21996	C757M820714
leasing			
company			

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

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

Agreement may be subject to cancellation in the event of late or non-payment, relocation, damage, abuse, negligence, or use of un-authorized parts, supplies or service.

LEASE	DPI to write Payoff check to the City of Dawsonville in the amount of \$222.68 for the payoff of current Marlin/PEAC Lease. DPI has notified MARLIN/PEAC
ENDING	that the lease is to be terminated and the above listed equipment is to be returned. It is the customer's responsibility to handle closeout of current lease.
NOTES:	Return Shipping of the SAVIN MPC6004EX listed above is the responsibility of DPI after return shipping instructions are provided by customer.

Du	olica	ting	Prod	lucts,	Inc
Du	pincu		1100		inc

X			X	
Authorized Signature			Authorized Signature	
DEAN A SNYDER	SAE	8 NOVEMBER 2024		11/08/2024
Print Name and Title		Date	Print Name and Title	Date



#### AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION 625 FIRST STREET SE, CEDAR RAPIDS IA 52401 PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO .:

#### CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Dawsonville, City of

ADDRESS

415 HIGHWAY 53 EAST #100, DAWSONVILLE, GA 30534

VENDOR (vendor is not our agent and is not authorized by us to act on our behalf or to waive or alter any provision of this agreement)

### **Duplicating Products Inc.**

Gainesville, GA

#### EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES Savin IMC3000 Fax. Console

EQUIPMENT LOCATION: 415 HIGHWAY 53 EAST #100, DAWSONVILLE, GA 30534 TERM IN MONTHS: 48 MONTHLY PAYMENT AMOUNT\*: \$115.00 (\*PLUS TAX)

SEE ATTACHED SCHEDULE

PURCHASE OPTION\*: Fair Market Value

#### SECURITY DEPOSIT

#### ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$89.50. If any amount payable to us is or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"),

this Agreement will renew month to month unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the ÚCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. Any change must be in writing signed by each part<sub>v</sub>

OWNER ("WE", "US", "OUR")		CUSTOMER'S AUTHORIZED SIGNATURE			
THIS AGREEMENT IS NON-CANCELABLE FO OWNER: GreatAmerica Financial Se		AGREEMENT IS BINDING WHEN WE EXEC CUSTOMER: (As Stated Abo	CUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT. DVP)		
SIGNATURE:	DATE:	SIGNATURE: X	DATE:		
PRINT NAME & TITLE:		PRINT NAME & TITLE:			
to the Customer. In the event of default, the undersigned will im	will timely perform all obligations under the above Agre mediately pay all sums due under the terms of the Agre o personal jurisdiction, venue, and choice of law as s	ement without requiring us to proceed against Customer o	e Customer is in default and consents to any extensions or modifications granted or any other party or exercise any rights in the Equipment. The undersigned, as to enses, including attorney fees, incurred by us related to this guaranty and the		
SIGNATURE: X	INDIVIDUAL:		DATE:		
<b>CERTIFICATE OF DELIVERY</b>	AND ACCEPTANCE				
The Customer hereby certifies that all the Eq	uipment: 1) has been received, installed	l, and inspected, and 2) is fully operationa	and unconditionally accepted.		
	ΝΔΜΕ Δ		DΔTE:		

w.000873-01(TL) 1117

#### State and Local Government Addendum (Georgia)

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Financial Services Corporation ("Obligee") and Dawsonville, City of ("Obligor"), which agreement is identified in Obligee's records as agreement number 3094759 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

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

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

GreatAmerica Financial Services Corporation	Dawsonville, City of
Obligee	Obligor
By:	Ву: <b>Х</b>
Obligee Signature	Obligor Signature
Print Name & Title	Print Name & Title
Date Accepted:	Date



## DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #\_\_\_\_7c\_\_\_\_

#### SUBJECT: APPROVE FY 2025 LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG)

CITY COUNCIL MEETING DATE: 12/02/2024

BUDGET INFORMATION:	GL ACCOUNT #		
□ Funds Available from: _	Annual Budget	Capital Budget	Other
Budget Amendment Red	quest from Reserve:	Enterprise Fund	General Fund

PURPOSE FOR REQUEST:

TO REQUEST APPROVAL OF THE FY 2025 LMIG APPLICATION AND AUTHORIZE THE MAYOR SIGN THE DOCUMENTS TO SOIL CEMENT AND REPAVE THE ROAD AND REPAIR SIDEWALKS ON MAPLE STREET SOUTH AND TO APPROVE THE 30% MATCH OF \$14,817.96.

HISTORY/ FACTS / ISSUES:

- FY 2025 LMIG FUNDING, INCLUDING 30% MATCH IS \$64,211.16
- 30% MATCH OF \$14,817.96 IS BUDGETED IN THE FY 2025 BUDGET
- TOTAL PROJECT COST IS APPROXIMATELY \$500,000
- THE FUNDS WILL BE COMBINED WITH PREVIOUSLY APPROVED FY 2023 AND FY 2024 LMIG FUNDS TO SUPPORT THIS PROJECT

OPTIONS:

RECOMMENDED SAMPLE MOTION:

### STAFF RECOMMENDS APPROVAL AS PRESENTED

REQUESTED BY: Trampas Hansard, Public Works Director

#### GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) APPLICATION FOR FISCAL YEAR 20\_\_\_\_ TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.

#### LOCAL GOVERNMENT INFORMATION

Date of Application:	
Name of local government:	
Address:	
Contact Person and Title:	
Contact Person's Phone Number:	
Contact Person's Fax Number:	
Contact Person's Email:	

Is the Priority List attached?

#### LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I,	(Name), the	(Title), on behalf of
(Local	Government)	, who being duly sworn do swear that the information given
herein is true to the best of his/her knowledge	and belief.	Local Government swears and certifies that it has read and
understands the LMIG General Guidelines and Ru	ules and that i	t has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

#### GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) APPLICATION FOR FISCAL YEAR 20\_\_\_

#### LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

\_\_\_\_\_(Signature)

(Print)

Mayor / Commission Chairperson

(Date)

LOCAL GOVERNMENT SEAL:

E-Verify Number

Sworn to and subscribed before me,

This \_\_\_\_\_ day of \_\_\_\_\_ , 20\_\_\_\_.

In the presence of:

NOTARY PUBLIC

My Commission Expires:

NOTARY SEAL:

### FY \_\_\_\_\_ LMIG PROJECT LIST

COUNTY / CITY \_\_\_\_\_

Road Name	Beginning	Ending	Length (Miles)	Description of Work	Project Cost	Project Let Date

December 2, 2024

GDOT Gainesville District 1 Office Attn: Charles R. Arnhart 1475 Jesse Jewell Pkwy NE Suite 100 Gainesville, GA 30501

Dear Mr. Arnhart:

The City of Dawsonville has completed the application for the FY 2025 LMIG Program. The project that the City Council has approved is to soil cement the road, repave and repair the sidewalk on Maple Street South (approximately .62 miles), starting at Route 53 and ending at the end of Maple Street South. This project is anticipated to cost in excess of \$500,000.00 and is intended to start in FY 2025. We respectfully request to include the FY 2025 funding to be combined with the previously approved FY 2023 and FY 2024 funding to complete this project.

The status our LMIG funding for the last two (2) fiscal years is as follows:

. FY 2023 and FY 2024 funding rolled over to combine with future funds

Please do not hesitate to contact the office if anything further is required.

Sincerely,

John Walden Mayor



## DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #\_ 8\_

#### SUBJECT: PROCLAMATION: CELEBRATING THE 165<sup>TH</sup> ANNIVERSARY OF THE CITY OF DAWSONVILLE

CITY COUNCIL MEETING DATE: 12/02/2024

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

	Funds Available from:	Annual Budget	Capital Budget	Other
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Budget Amendment Request from Reserve: \_\_\_\_Enterprise Fund \_\_\_\_General Fund

#### PURPOSE FOR REQUEST:

### TO READ THE PROCLAMATION

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mayor John Walden



## DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #\_\_\_\_9

#### SUBJECT: FY 2023-2024 AUDIT PRESENTATION

CITY COUNCIL MEETING DATE: 12/02/2024

BUDGET INFORMATION: GL ACCOUNT # NA

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

Budget Amendment Request from Reserve: \_\_\_\_Enterprise Fund \_\_\_\_General Fund

PURPOSE FOR REQUEST:

REPRESENTATIVE FROM ALEXANDER, ALMAND & BANGS WILL PRESENT THE FINANCIAL AUDIT FOR FY 2023-2024

\*\* DRAFT WILL BE PROVIDED AT THE MEETING

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: \_\_\_\_\_ Robin Gazaway, Finance Director\_\_\_\_\_



## DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #\_\_\_\_10\_\_\_\_

#### SUBJECT: <u>RESOLUTION NO. R2024-06: ADOPT THE DAWSON COUNTY MULTI-</u> JURISDICTIONAL HAZARD MITIGATION PLAN UPDATE

CITY COUNCIL MEETING DATE: 12/02/2024

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

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

Budget Amendment Request from Reserve: \_\_\_\_Enterprise Fund \_\_\_\_General Fund

#### PURPOSE FOR REQUEST:

TO CONSIDER APPROVAL OF RESOLUTION NO. R2024-06 TO ADOPT THE 2024 - 2029 UPDATE OF THE DAWSON COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

#### HISTORY/ FACTS / ISSUES:

- REPORTED ON AT THE 2/19/2024 CITY COUNCIL MEETING THAT THE PLAN WAS BEING SUBMITTED TO GEMA/FEMA FOR APPROVAL
- DAWSON COUNTY BOARD OF COMMISSIONERS WILL BE APPROVING IT LATER THIS MONTH
- CITY APPROVAL IS REQUIRED

OPTIONS:

RECOMMENDED SAMPLE MOTION: STAFF RECOMMENDS APPROVAL

REQUESTED BY: Bob Bolz, City Manager

#### **RESOLUTION NO. R2024-06**

#### A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAWSONVILLE TO ADOPT THE DAWSON COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN 2024-2029 UPDATE

WHEREAS, Dawson County and the City of Dawsonville recognize that it is threatened by a number of different natural and man-made hazards that can result in loss of life, property loss, economic hardship and threats to public health and safety; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has required that every county and municipality have a pre-disaster mitigation plan in place, and requires the adoption of such plans in order to receive funding from the Hazard Mitigation Grant Program; and

WHEREAS, a Hazard Mitigation Plan is a community's plan for evaluating hazards, identifying resources and capabilities, selecting appropriate actions, and developing and implementing the preferred mitigation actions to eliminate or reduce future damage in order to protect the health, safety and welfare of the residents in the community; and

WHEREAS, the Dawson County Multi-Jurisdictional Hazard Mitigation Plan 2024 – 2029 Update has been prepared in accordance with FEMA requirements at 44 CFR 201.6; and

WHEREAS, the Plan will be updated every five years;

**NOW, THEREFORE, BE IT RESOLVED,** by the Board of Commissioners of Dawson County, Georgia and the Mayor and Council of the City of Dawsonville each meeting in respective session, that:

- 1. Dawson County, Georgia, the City of Dawsonville have adopted the Dawson County Multi-Jurisdictional Hazard Mitigation Plan 2024 2029 Update; and
- 2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range mitigation planning and budgeting for Dawson County and the City of Dawsonville.

**PASSED, APPROVED AND ADOPTED** by the Mayor and Council of the City of Dawsonville, Georgia in regular session this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2024.

#### MAYOR AND DAWSONVILLE CITY COUNCIL

By:

John Walden, Mayor

Caleb Phillips, Councilmember Post 1

Page 1 of 2

William Illg, Councilmember Post 2

Sandy Sawyer, Councilmember Post 3

Mark French, Councilmember Post 4

ATTEST:

Beverly A. Banister, City Clerk



## DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM #\_11\_\_\_\_

### SUBJECT: CONSIDERATION OF CITY HALL EARLY CLOSURE ON DECEMBER 17, 2024

CITY COUNCIL MEETING DATE: 12/02/2024

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

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

Budget Amendment Request from Reserve: \_\_\_\_Enterprise Fund \_\_\_\_General Fund

#### PURPOSE FOR REQUEST:

TO REQUEST APPROVAL TO CLOSE CITY HALL AT 11:30 AM THROUGH 4:30 PM ON DECEMBER 17, 2024 FOR AN OFFSITE CHRISTMAS LUNCHEON FOR EMPLOYEES, MAYOR AND CITY COUNCIL

EMPLOYEES WILL BE PERMITTED TO GO HOME AFTER THE LUNCHEON

HISTORY/ FACTS / ISSUES:

**OPTIONS:** 

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager