



# CITY OF DAHLONEGA Council Meeting Agenda

March 04, 2024, 6:00 PM

Gary McCullough Chambers, Dahlonega City Hall

---

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 706-864-6133.

Vision – Dahlonega will be the most welcoming, thriving, and inspiring community in North Georgia

Mission Statement - Dahlonega, a City of Excellence, will provide quality services through ethical leadership and fiscal stability, in full partnership with the people who choose to live, work, and visit. Through this commitment, we respect and uphold our rural Appalachian setting to honor our thriving community of historical significance, academic excellence, and military renown.

---

## CALL TO ORDER AND WELCOME

## PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

## APPROVAL OF AGENDA

## APPROVAL OF CONSENT AGENDA

1. Benefit Plan Updates  
Doug Parks, City Attorney  
Strategic Priority - Communication
2. Statewide Mutual Aid Agreement  
Allison Martin, City Manager  
Strategic Priority - Communication

## PUBLIC COMMENT – AGENDA SPECIFIC / THREE MINUTE LIMIT

## APPROVAL OF MINUTES:

- a. City Council Meeting Minutes - February 5, 2024  
Mary Csukas, City Clerk
- b. City Council Work Session Minutes February 19, 2024  
Sarah Hunsinger, Assistant City Clerk

## APPOINTMENT, PROCLAMATION & RECOGNITION:

1. Planning Commission Re-Appointment  
Mary Csukas, City Clerk  
Strategic Priority - Effectively Manage Growth
2. Cemetery Committee Appointments: Worick & Rupard  
Mark Buchanan, City Engineer & Public Works Director  
Strategic Priority - Effectively Manage Growth
3. Tree Committee Appointments: Chris & Kimberly Mihok  
Mark Buchanan, City Engineer & Public Works Director  
Strategic Priority - Effectively Manage Growth
4. Proclamation - Child Abuse

Mayor, JoAnn Taylor

ANNOUNCEMENTS

CITY REPORTS:

- [5.](#) January 2024 - Financial Report

Allison Martin, City Manager

ORDINANCES AND RESOLUTIONS:

CONTRACTS & AGREEMENTS:

- [6.](#) Asphalt Leveling and Resurfacing City Streets LMIG Projects #2024-001 In-House Paving Projects #2024-002

Vince Hunsinger, Capital Projects Manager

Strategic Priority - Infrastructure

OTHER ITEMS:

- [7.](#) Cemetery Committee Bylaws Amendment

Quataunda Armstrong, Cemetery Committee Chairlady

Strategic Priority - Effectively Manage Growth

- [8.](#) Dahlonga Walking Tours and More LLC – 2024 Guided Tours Permit

Mary Csukas, City Clerk

Strategic Priority - Communication

- [9.](#) Alcoholic Beverage License Consumption on Premise - The Bear Necessities Café, LLC dba The Bear Necessities Cafe

Doug Parks, City of Attorney & Mary Csukas, City Clerk

Strategic Priority - Communication

- [10.](#) Alcoholic Beverage License Consumption on Premise – 27 on Park LLC, dba Twenty-Seven on Park

Doug Parks, City Attorney & Mary Csukas, City Clerk

Strategic Priority - Communication

COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

ADJOURNMENT



# Ordinances and Resolutions

---

**DATE:** 2/20/2024  
**TITLE:** Benefit Plan Updates  
**PRESENTED BY:** Doug Parks, City Attorney  
**PRIORITY:** Strategic Priority - Communication

---

## AGENDA ITEM DESCRIPTION

Presented to the Council are two housekeeping matters regarding benefit plans:

- (1) Revised plan documents for the city's 457 (b) Deferred Compensation plan.
  - (2) Restatement of the 401(a) Defined Contribution Plan.
- 

## HISTORY/PAST ACTION

---

## FINANCIAL IMPACT

No change

---

## RECOMMENDATION

These items have been recommended by GMA staff.

---

## SUGGESTED MOTIONS

Motion to approve the recommendations by GMA staff

---

## ATTACHMENTS

Plan documents for each of the two housekeeping items.

---

**THE GEORGIA MUNICIPAL ASSOCIATION  
457(b) DEFERRED COMPENSATION PLAN**

**RESOLUTION AND  
ADOPTION AGREEMENT**

**City of Dahlonega**

**Administered by:  
Georgia Municipal Association  
201 Pryor Street, SW  
Atlanta, Georgia 30303  
Telephone: 404-688-0472  
Facsimile: 404-577-6663**

**RESOLUTION  
CITY OF DAHLONEGA**

WHEREAS, the City of Dahlonega, Georgia, (hereinafter referred to as the "Participating Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a deferred compensation plan;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering salary reduction contributions;

WHEREAS, the Participating Employer has reviewed the Georgia Municipal Association ("GMA") Deferred Compensation Plan ("Plan");

WHEREAS, the Participating Employer wishes to participate in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the Participating Employer has executed an Adoption Agreement for the Plan; and

WHEREAS, the Mayor and City Council ("Governing Authority") is authorized by law to adopt this resolution approving the Adoption Agreement on behalf of the Participating Employer;

Therefore, the Governing Authority of the Participating Employer hereby resolves:

Section 1. The Participating Employer adopts the Plan and the Trust Agreement ("Trust") for the Plan for its Employees.

Section 2. The Participating Employer acknowledges that the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan ("Trustees") are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

Section 3. The Participating Employer hereby adopts the terms of the Adoption Agreement, which is attached hereto and made a part of this resolution. The Adoption Agreement sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Adoption Agreement, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Trustees of the Plan.

Section 4.

- (a) The Participating Employer shall abide by the terms of the Plan and the Trust, including amendments to the Plan and the Trust made by the Trustees of the Plan, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.
- (b) The Participating Employer accepts the administrative services to be provided by GMA and any services provided by a Service Manager as delegated by the Trustees. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' accounts.

Section 5.

- (a) The Participating Employer may terminate its participation in the Plan, if it takes the following actions:
  - (i) A resolution must be adopted terminating its participation in the Plan.
  - (ii) The resolution must specify when the participation will end.

The Trustees shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan.

- (b) The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.

Section 6. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

Section 7. This resolution and the Adoption Agreement shall be submitted to the Trustees for their approval. The Trustees shall determine whether the resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Trustees may refuse to approve an Adoption Agreement by an Employer that does not have state statutory authority to participate in the Plan. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Adoption Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on \_\_\_\_\_, \_\_\_\_\_, in accordance with applicable law.

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

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

Attest: \_\_\_\_\_

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

**[Governing Authority should assure that applicable law is followed in the adoption and execution of this resolution.]**

# **GMA 457(b) DEFERRED COMPENSATION PLAN ADOPTION AGREEMENT**

## **ADMINISTRATOR**

Georgia Municipal Association  
201 Pryor Street, SW  
Atlanta, Georgia 30303  
Telephone: 404-688-0472  
Facsimile: 404-577-6663

## **PARTICIPATING EMPLOYER**

Name: City of Dahlonega

## **GOVERNING AUTHORITY**

Name: City of Dahlonega  
Address: 465 Riley Road, Dahlonega, Georgia, 30533  
Phone: 706-864-6133  
Facsimile: 706-864-4837  
E-mail:  
Person Authorized to receive Official Notices from the Plan or GMA: City Manager

## **TYPE OF ADOPTION**

This Adoption Agreement is for the following purpose (**check one**):

- This is a new 457(b) deferred compensation plan adopted by the Participating Employer for its Employees. This plan does not replace or restate an existing deferred compensation plan.
- This is an amendment and restatement of another 457(b) deferred compensation plan of the Participating Employer.
- This is an amendment of the GMA 457(b) Adoption Agreement previously adopted by the Participating Employer (**please specify type below**):



- This is an amendment to change one or more of the Adopting Employer's contribution design elections in the Adoption Agreement.
- This is an amendment to add a new Department or a new class of Eligible Employees.
- This is an amendment to discontinue participation in the Plan by one or more Departments or classes of Employees.
- Other (please specify): This is an amendment to update the Plan Year to begin October 1 (see p. AA-3) and recognize that the City uses a bi-weekly Payroll Period (see p. AA-4).

### DISCLOSURE OF OTHER 457(b) PLAN(S)

The Participating Employer  does or  does not have an existing deferred compensation plan(s). If the Participating Employer does have one or more deferred compensation plans, the Governing Authority must provide the plan name and the name of the provider below, and such other relevant information requested by the Administrator.

Plan Name(s) City of Dahlonega MissionSquare 457(b) Plan  
City of Dahlonega Nationwide Retirement 457(b) Plan

Plan Provider(s) MissionSquare and Nationwide Retirement

**VERY IMPORTANT:** All eligible plans of a Participating Employer are considered to be a single plan for purposes of compliance with Code Section 457(b). Thus, if a Participating Employer has more than one eligible plan (or additional investment options under a 457(b) arrangement with more than one vendor), the Participating Employer is responsible for ensuring that all of its arrangements, treated as a single plan, comply with the 457(b) requirements, including, but not limited to, the requirements listed below. The Participating Employer must carefully review the Master Plan provisions listed below to fulfill its responsibility for monitoring coordination of multiple plans.

- **Compliance with the limit on Annual Deferrals to an eligible plan (including the basic limit (Section 6.1), the age 50 catch-up (Section 6.2), and the special 457 catch-up limit (Section 6.3)) (carefully review Article VI of the Master Plan for these rules).**
- **Compliance with the requirements for special 457 catch-up deferrals limits, including the requirement that a Participant have only one Normal Retirement Age (with respect to the special 457 catch-up limit) under all eligible plans offered by an Employer (carefully review Sections 1.24 and 6.3 of the Master Plan for these rules). (In essence, this means that once a Participant has selected a Normal Retirement Age under any eligible plan offered by an employer, he or**

she may not select a different one, and the selection will remain that Participant's Normal Retirement Age under all eligible plans offered by the Employer).

- Compliance with the requirement to distribute excess deferrals (an excess deferral means the amount of deferrals for a calendar year that is more than the basic limit, the age 50 catch-up limit, and the special 457 catch-up limit) (carefully review Section 6.7 of the Master Plan for these rules). (This means that the Participating Employer will have to tell the ADMINISTRATOR if excess deferrals need to be distributed from this Plan.)
- If the Participating Employer has directed a plan-to-plan transfer, then the Participating Employer is responsible for compliance with the plan-to-plan transfer provisions (carefully review Article XVIII of the Master Plan for these rules).

### PLAN YEAR

Plan Year means the Employer's fiscal year, which begins on the following date: **October 1** (insert month and day, e.g., July 1).

### ELIGIBLE EMPLOYEES

Only Employees (including independent contractors specifically designated by the Employer below) as defined in the Plan may be covered by the Adoption Agreement. Subject to other conditions in the Plan, this Adoption Agreement, and Addendum (if applicable), the following Employees are eligible to participate in the Plan:

- All Employees (includes elected or appointed members of the Governing Authority)
- All Employees with the exception of the following (**must specify**): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following Independent Contractors may participate in the Plan (**must specify**): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employers must assure that proper procedures are in place for independent contractors to participate in and make deferrals under the Plan.

The Employer shall provide the Trustees with the name, address, Social Security Number, and date of birth for each Eligible Employee.

## PAYROLL PERIOD

The payroll period of the Participating Employer is:

- |                                     |                              |                          |              |
|-------------------------------------|------------------------------|--------------------------|--------------|
| <input type="checkbox"/>            | Weekly                       | <input type="checkbox"/> | Semi-Monthly |
| <input checked="" type="checkbox"/> | Bi-Weekly                    | <input type="checkbox"/> | Monthly      |
| <input type="checkbox"/>            | Other ( must specify): _____ |                          |              |

Deferrals for an Eligible Employee with respect to a payroll period in a calendar month shall only be made if the Eligible Employee has entered into a Participation Agreement before the beginning of such month.

## COMPENSATION

**Compensation Paid After Severance From Employment** – Certain post-severance payments may be included in Compensation for purposes of computing deferrals under the Plan, but only if these amounts are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes a Participant's severance from employment, and only if it is a payment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. The Participating Employer makes the following election with respect to including post-severance payments in Compensation. (Note: if the following is not completed, no post-severance payments will be included in Compensation by default.):

- No post-severance payments will be included in Compensation for purposes of computing deferrals under the Plan (if this box is checked, skip to "Modification of the Terms of the Adoption Agreement " below).
- For purposes of calculating deferrals under the Plan, the following post-severance payments will be included in Compensation, as long as: 1) they are paid no later than 2 ½ months after severance from employment or, if later, the end of the calendar year that includes the Participant's severance from employment; and 2) absent a severance from employment, they would have been paid to the Participant while the Participant continued in employment with the Participating Employer (check all that apply):
  - regular compensation paid after severance from employment for services rendered prior to severance during the Participant's regular working hours
  - compensation paid after severance from employment for services rendered prior to severance outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments
  - post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued

Other: \_\_\_\_\_  
\_\_\_\_\_

### **MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT**

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement, the Governing Authority by official action must adopt a new Adoption Agreement and forward it to the Trustees for approval. The new Adoption Agreement is not effective until approved by the Trustees and other procedures required by the Plan have been implemented.

### **TERMINATION OF THE ADOPTION AGREEMENT**

This Adoption Agreement may be terminated only in accordance with the Plan.

### **EFFECTIVE DATE**

The 457(b) Plan will be effective as follows (choose one):

- Original Adoption.** The 457(b) Plan will be effective \_\_\_\_\_, \_\_\_\_\_, with respect to contributions as approved by the Board of Trustees, below.
- Amendment and Restatement.** The amended and restated 457(b) Plan will be effective **January 1, 2024**, with respect to contributions as approved by the Board of Trustees, below. The 457(b) Plan was originally effective **April 5, 2004**.

### **EXECUTION BY EMPLOYER**

The foregoing Adoption Agreement is hereby adopted and approved on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Mayor and City Council of the City of Dahlonega.

Signed: \_\_\_\_\_

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

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

Date of Signature: \_\_\_\_\_

## TRUSTEES' APPROVAL

The Adoption Agreement is approved by the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan. Contributions shall first be remitted under this Adoption Agreement as follows:

- Within 15 business days after the Payroll Period ending \_\_\_\_\_, \_\_\_\_\_.
- Other (must specify) \_\_\_\_\_.
- In the case of an amendment, contributions continue on existing schedule unless new employee classes are added, in which case contributions for such new employee classes shall first be remitted \_\_\_\_\_.

Dated: \_\_\_\_\_

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

Title: \_\_\_\_\_  
on behalf of the Board of Trustees

**THE GEORGIA MUNICIPAL ASSOCIATION, INC.**

**401(a) DEFINED CONTRIBUTION PLAN**

**Amended and Restated  
As of January 1, 2018**

**RESOLUTION AND  
ADOPTION AGREEMENT**

**City of Dahlonega**

**Administered by:  
Georgia Municipal Association, Inc.  
201 Pryor Street, SW  
Atlanta, Georgia 30303  
Telephone: 404-688-0472  
Facsimile: 678-686-6289**

## RESOLUTION

WHEREAS, the City of Dahlonega, Georgia, (hereinafter referred to as the "Participating Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a defined contribution plan, funded by employer contributions;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering  matching and/or  non-matching contributions;

WHEREAS, the Participating Employer has reviewed the Georgia Municipal Association, Inc. ("GMA") Defined Contribution Plan, as amended and restated effective as of January 1, 2017 ("Plan");

WHEREAS, the Participating Employer wishes to  participate or  continue participating in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the Participating Employer has executed an Adoption Agreement (and, if applicable, an Addendum) for the Plan; and

WHEREAS, the Mayor and Council of the City of Dahlonega, Georgia ("Governing Authority") is authorized by law to adopt this resolution approving the Adoption Agreement (and, if applicable, Addendum) on behalf of the Participating Employer;

Therefore, the Governing Authority of the Participating Employer hereby resolves:

Section 1. The Participating Employer adopts the Plan and the Trust Agreement ("Trust") for the Plan for its Employees.

Section 2. The Participating Employer acknowledges that the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan ("Trustees") are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

Section 3.

(a) The Participating Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this resolution. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Trustees of the Plan. The

Participating Employer acknowledges that it is solely responsible for submitting Employer Contributions in accordance with the terms of this Adoption Agreement, including submitting said Employer Contributions as scheduled based on its Payroll Period or the end of the Plan Year, as applicable.

(b) The Participating Employer acknowledges that it may not be able to rely on the opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Participating Employer's Plan to be a qualified plan.

Section 4. The Participating Employer hereby authorizes Georgia Municipal Association, Inc. ("GMA"), the Provider who sponsors the Plan on behalf of the Trustees, to amend the Plan on its behalf as provided under Revenue Procedures 2017-41, 2011-49, and 2007-44. The Participating Employer understands that the implementing amendment reads as follows:

GMA will maintain a record of the Participating Employers, and GMA will make reasonable and diligent efforts to ensure that Participating Employers have actually received and are aware of all Plan amendments and that such Participating Employers adopt new documents when necessary. The provisions of this subsection shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.

The Trustees or GMA, as directed by the Trustees, hereby reserves the right to terminate the Plan without consent of the Participating Employers or of Participants (or any Beneficiaries thereof) and, likewise, to amend the Plan without consent of the Participating Employers or of Participants (or any Beneficiaries thereof) to make desired changes in the design of the Plan. A true copy of the resolution of the Trustees approving such amendment shall be delivered to the Administrator and the Participating Employers. The Plan shall be amended in the manner and effective as of the date set forth in such resolution, and the Participating Employers, Employees, Participants, Beneficiaries, the Administrator, and all others having any interest under the Plan shall be bound thereby.

On and after February 17, 2005, GMA shall have the authority to advise and prepare amendments to the Plan, for approval by the Trustees, on behalf of all Participating Employers, including those Participating Employers who have adopted the Plan prior to the January 1, 2018, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Participating Employers. Any amendment prepared by the Provider and approved by the Trustees will be provided by the Administrator to Participating Employers. Notwithstanding the foregoing paragraphs, effective on or after June 27, 2016, for any Participating Employer as of either:



- the date the Internal Revenue Service requires the Participating Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Participating Employer to incorporate a type of Plan not allowable in a pre-approved plan, as described in Revenue Procedure 2017-41; or
- as of the date of the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments,

such Participating Employer shall execute a resolution to adopt any amendments that are approved by the Trustees after the date under subparagraph (1) or (2) above, as applicable, within the earlier of (i) ninety (90) days after such Trustees' approval, or (ii) if applicable, the remedial amendment period under Code Section 401(b) as applicable to governmental plans. If the Participating Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, GMA's authority to amend the Plan on behalf of the Participating Employer is conditioned on the Plan receiving a favorable determination letter. The Participating Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the pre-approved plan opinion letter.

Section 5.

(a) The Participating Employer shall abide by the terms of the Plan and the Trust, including amendments to the Plan made under Section 4 and to the Trust made by the Trustees of the Plan, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.

(b) The Participating Employer accepts the administrative services to be provided by GMA and any services provided by a Service Manager as delegated by the Trustees. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts.

Section 6.

(a) The Participating Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements, if it takes the following actions:

- (i) A resolution must be adopted terminating its participation in the Plan.
- (ii) The resolution must specify when the participation will end.

The Trustees shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan.

(b) The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.

Section 7. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

Section 8. This resolution and the Adoption Agreement (and any Addendum) shall be submitted to the Trustees for their approval. The Trustees shall determine whether the resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Trustees may refuse to approve an Adoption Agreement (and any Addendum) by an Employer that does not have legal authority to participate in the Plan. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Adoption Agreement (and any Addendum) are adopted and executed in accordance with the requirements of applicable law.

Section 9. As provided in Revenue Procedure 2017-41, the Participating Employer may rely on the Plan's Opinion Letter, provided that the Participating Employer's Plan is identical to the GMA Plan, and the Participating Employer has not amended or made any modifications to the Plan other than to choose the options permitted under the Plan and Adoption Agreement.

Adopted by the Governing Authority on \_\_\_\_\_, \_\_\_\_\_, in accordance with applicable law.

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

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

Attest: \_\_\_\_\_

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

**[Governing Authority should assure that applicable law is followed in the adoption and execution of this resolution.]**

# **GMA 401(a) DEFINED CONTRIBUTION PLAN ADOPTION AGREEMENT**

## **ADMINISTRATOR**

Georgia Municipal Association, Inc.  
201 Pryor Street, SW  
Atlanta, Georgia 30303  
Telephone: 404-688-0472  
Facsimile: 678-686-6289

## **PARTICIPATING EMPLOYER**

Name: City of Dahlonega, Georgia

## **GOVERNING AUTHORITY**

Name: Mayor and Council of the City of Dahlonega  
Address: 465 Riley Rd., Dahlonega, Georgia 30533-0810  
Phone: (706) 865-6133  
Facsimile: (706) 864-4837  
Title of Person Authorized to receive Official Notices from the Plan or  
GMA: City Manager

## **DISCLOSURE OF OTHER 401(a) PLAN(S)**

This Participating Employer  does or  does not have an existing defined contribution plan(s). If the Participating Employer does have one or more defined contribution plans, the Governing Authority must provide the plan name, name of the plan's provider, and such other information requested by the Administrator.

## **TYPE OF ADOPTION AND EFFECTIVE DATE**

**NOTE:** This Adoption Agreement, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined contribution plan, and is part of the GMA Defined Contribution and Deferred Compensation Program. Plan provisions designed to comply with applicable provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2017-37 (the 2017 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Master Plan Document. By adopting this

Adoption Agreement, with its accompanying Master Plan Document, the Participating Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a) and the 2017 Cumulative List with the applicable effective dates.

This Adoption Agreement is for the following purpose **(check one)**:

- This is a new defined contribution plan adopted by the Participating Employer for its Employees effective **January 1, 2024** (insert effective date of this Adoption Agreement but not earlier than the beginning of the plan year in which the plan is adopted), with respect to Contributions as approved by the Board of Trustees below.
- Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be requested from GMA to be completed as part of the Adoption Agreement.
- This is an amendment and restatement of the current GMA 401(a) Defined Contribution Plan or other defined contribution plan of the Participating Employer, the effective date of which shall be \_\_\_\_\_, \_\_\_\_\_ (insert effective date of this Adoption Agreement but not earlier than the first day of the plan year in which the plan is restated or the beginning of the plan year in which the plan is adopted). This Adoption Agreement is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on **January 5, 2004** (insert original effective date of preexisting plan).
  - Check this box if (i) any preexisting plan provisions will be preserved from a superseded non-GMA plan or (ii) any non-conforming provisions will be included in Plan provisions. An Addendum must be completed as part of the Adoption Agreement.
- This is an amendment to be effective as of \_\_\_\_\_, \_\_\_\_\_ (insert effective date of this Adoption Agreement but not earlier than then beginning of the remedial amendment period for such amendment), of the current GMA 401(a) Defined Contribution Plan previously adopted by the Participating Employer, which was originally effective \_\_\_\_\_, \_\_\_\_\_, as follows **(must specify elective provisions in this Adoption Agreement)**:
  - \_\_\_\_\_
  - Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be completed as part of the Adoption Agreement.

## PLAN YEAR

Plan Year means the Participating Employer's Fiscal Year. For purposes of the limitations under Code Section 415(c) set forth in Article V of the Master Plan Document, the limitation year means the calendar year.

The Employer's Fiscal Year starts on: October 1 (insert month and day e.g., July 1).

## COVERED DEPARTMENTS

A Participating Employer may cover all of its departments in the Plan or only those listed (check one):

- All Departments
- Covered Departments (must specify): City Manager only.

## ELIGIBLE EMPLOYEES

Only Employees as defined in the Plan may be covered by the Adoption Agreement. Independent contractors may not participate in the Plan. Subject to other conditions in the Plan and this Adoption Agreement, the following Employees of the Covered Departments are eligible to participate in the Plan, provided that they satisfy any additional eligibility requirements specified under "Other Eligibility Requirements" below (check one):

- All
- All with the following exclusions:
  - Municipal Legal Officer
  - Elected or appointed officials
  - Other<sup>1</sup> (must specify and clearly define the ineligible classification of employees):  

---

---

- Only employees in any eligible 457(b) plan of the Employer. Note: Please check this box if the sole purpose of this Plan is to provide Employer contributions to match Employee contributions to any eligible 457(b) Plan of the Employer.
- Only employees in the Employer's GMA 457(b) plan. Note: Please check this box if the sole purpose of this Plan is to provide Employer contributions to match Employee contributions to the Employer's GMA 457(b) Plan.

<sup>1</sup> Do not specify the inclusion or exclusion of a participant by using the name of the employee.

- Other<sup>1</sup> (must specify and clearly define the classification of Eligible Employees; Eligible Employees shall not include non-governmental employees, independent contractors, or any other ineligible individuals): Only the City Manager in such position on January 1, 2024, is eligible to participate in the Plan.

No employee may be excluded based on the attainment of a maximum age.

The Employer shall provide the Administrator with the name, address, Social Security Number, and date of birth for each Eligible Employee, as defined by the Adoption Agreement.

### **OTHER ELIGIBILITY REQUIREMENTS**

**Minimum Hours Per Week** – A Participating Employer may prescribe a minimum number of hours that an Employee must be scheduled and normally work in order to be an Eligible Employee under the Plan. The Employer hereby elects the following (elect either “No Minimum Hours Required” or “Minimum Hours Required” below. If you elect to have a minimum hour requirement you must specify the number of hours required in the space provided below). The Minimum Hour Requirement below only applies to common law Employees of the Employer and does not apply to elected or appointed officials.

- No Minimum Number of Hours Required**
- Minimum Hours Required Per Week (regularly scheduled):**
  - \_\_\_\_\_ (must not exceed 40 hours/week)
  - Other Minimum Hour Requirement (must specify):** \_\_\_\_\_.

**Exceptions:** If a different minimum hour requirement applies to a particular class or classes of Eligible Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Eligible Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.

Minimum hour requirement applicable to excepted Eligible Employees:

- No Minimum Number of Hours Required**
- Minimum Hours Required Per Week (regularly scheduled):**
  - \_\_\_\_\_ (must not exceed 40 hours/week)
  - Other Minimum Hour Requirement (must specify):** \_\_\_\_\_.

If any Eligible Employee ceases to meet the Minimum Hour Requirement (if any), he or she becomes ineligible for additional contributions until he or she once again meets the

requirement. It is the Participating Employer's responsibility to monitor this requirement and to report to the Administrator a change in employee eligibility.

**Waiting Period** – A Participating Employer may establish a waiting period before an Eligible Employee may become a Participant in the Plan. The Employer hereby elects the following (elect "no waiting period" or one of the waiting period options below):

**No waiting period.** An Eligible Employee may become a Participant immediately upon meeting the eligibility conditions of the Plan.

**A waiting period described under one of the following options (check one):**

**Minimum Period of Service (please complete items below):**

The waiting period for participation in the Plan shall be \_\_\_\_\_ (not to exceed 12 months) of service, calculated from the commencement of the Eligible Employee's employment with the Employer.

Eligible Employees who are employed on the date the Plan is adopted  will be  will not be given credit for prior service as an Employee for purposes of satisfying the waiting period.

Different periods of service  will be  will not be added together to determine whether the waiting period has been satisfied.

**Minimum Period of Contributions to 457(b) Plan (please complete items below):**

The waiting period for participation in the Plan shall be \_\_\_\_\_ (not to exceed 12 months) of the Eligible Employee's making contributions to the Employer's eligible 457(b) plan(s).

Eligible Employees who are employed on the date the Plan is adopted  will be  will not be given credit for prior contributions made to the eligible 457(b) plan(s) for purposes of satisfying the waiting period.

After initially meeting the waiting period, any interruption of employee contributions to the eligible 457(b) plan(s)  will  will not require the employee to meet another waiting period to qualify for matching contributions.

Different periods of service in which deferrals are made as an Eligible Employee  will  will not be added together to determine if the waiting period has been satisfied.

**Exceptions:** If a different waiting period requirement applies to a particular class or classes of Eligible Employees, please specify below the classes to whom the different requirement applies and indicate the waiting period requirement applicable to them.

Class(es) of Eligible Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

Waiting period requirement applicable to excepted Eligible Employees:

- No waiting period.** An Eligible Employee may become a Participant immediately upon meeting the eligibility conditions of the Plan.
- A waiting period described under one of the following options (check one):**
  - Minimum Period of Service (please complete items below):**

The waiting period for participation in the Plan shall be \_\_\_\_\_ (not to exceed 12 months) of service, calculated from the commencement of the Eligible Employee's employment with the Employer.

Eligible Employees who are employed on the date the Plan is adopted  will be  will not be given credit for prior service as an Employee for purposes of satisfying the waiting period.

Different periods of service  will be  will not be added together to determine whether the waiting period has been satisfied.

- Minimum Period of Contributions to 457(b) Plan (please complete items below):**

The waiting period for participation in the Plan shall be \_\_\_\_\_ (not to exceed 12 months) of the Eligible Employee's making contributions to the Employer's eligible 457(b) plan(s).

Eligible Employees who are employed on the date the Plan is adopted  will be  will not be given credit for prior contributions made to the eligible 457(b) plan(s) for purposes of satisfying the waiting period.

After initially meeting the waiting period, any interruption of employee contributions to the eligible 457(b) plan(s)  will  will not require the employee to meet another waiting period to qualify for matching contributions.

Different periods of service in which deferrals are made as an Eligible Employee  will  will not be added together to determine if the waiting period has been satisfied.



## EMPLOYER CONTRIBUTIONS

A Participating Employer may make Matching Contributions **and/or** Non-Matching Contributions as specified below. Matching Contributions and Non-Matching Contributions that are tied to Payroll Periods (as defined in this Adoption Agreement) must be remitted to the Administrator no later than 15 business days after the end of the Payroll Period. Annual Contributions must be remitted to the Administrator no later than 15 days after the end of the Plan Year. A Participating Employer may establish one or more classes of employees for contribution purposes in this Adoption Agreement. However, no employee may be excluded from contributions based on the attainment of a maximum age.

The Participating Employer hereby elects to make contributions as follows (**check matching, non-matching, or both as applicable**):

**Matching Contributions**

Employer Contributions shall be made to match all or a portion of a Participant's contribution to an eligible 457(b) deferred compensation plan, including but not limited to the GMA Deferred Compensation Plan. The Employer must identify the class or classes of Participants for whom contributions will be made and the contribution formula:

**Class A Matching Contributions** will be made on the following basis for **Class A** Participants:

**Class A** Participants are (**check one**):

- All Eligible Employees
- Other (**must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named**):

The Employer elects the following matching contribution formula for Class A Participants (**check and complete "Percentage Match," "Flat Dollar Match," or "Other Formula" below**):

- Percentage Match**: For each Payroll Period in which the Participant contributed to \_\_\_\_\_ (insert plan name), an eligible 457(b) Plan of the Employer, the Employer will contribute \_\_\_\_\_% (insert percentage) of the dollar amount contributed to the 457(b) Plan. (For example, if an Employer elects a 50% match, then for every \$10 the Participant contributes to an eligible 457(b) Plan, the Employer will contribute \$5 to this Plan.)

**Cap on Percentage Match**: The Employer may wish to establish a cap on its matching contributions, so that the percentage (%) match amount indicated above cannot exceed a certain amount per Payroll Period. The Employer hereby elects

the following cap on its percentage matching contribution (check and fill in \$ or % of compensation limit to apply below, or check "no cap" below):

- Flat Dollar Cap:** In no event will Matching Contributions made on behalf of a Participant exceed a flat dollar amount equal to (complete as applicable):

\$ \_\_\_\_\_ per weekly Payroll Period  
\$ \_\_\_\_\_ per bi-weekly Payroll Period  
\$ \_\_\_\_\_ per semi-monthly Payroll Period  
\$ \_\_\_\_\_ per monthly Payroll Period

[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period e.g., \$100 per weekly Payroll Period, and \$200 per bi-weekly Payroll Period].

- Cap Equal to Percentage of Total Compensation:** In no event will Matching Contributions made on behalf of a Participant exceed \_\_\_\_\_ % of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.

- No Cap**

- Flat Dollar Match:** For each Payroll Period in which the Participant contributed at least \$ \_\_\_\_\_ (may be \$1 to \$25) to an eligible 457(b) Plan of the Employer, the Participating Employer will contribute a flat dollar amount as shown below (complete as applicable):

\$ \_\_\_\_\_ per weekly Payroll Period  
\$ \_\_\_\_\_ per bi-weekly Payroll Period  
\$ \_\_\_\_\_ per semi-monthly Payroll Period  
\$ \_\_\_\_\_ per monthly Payroll Period

- Other Formula for Calculating Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Do not complete following section on Class B Matching Contributions if all Eligible Employees are included in Class A above].

**Class B Matching Contributions** will be made on the following basis for Class B Participants:

**Class B** Participants are (must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named):

---

The Employer elects the following matching contribution formula for Class B Participants (check and complete "Percentage Match," "Flat Dollar Match," or "Other Formula" below):

- Percentage Match:** For each Payroll Period in which the Participant contributed to \_\_\_\_\_ (insert plan name), an eligible 457(b) Plan of the Employer, the Employer will contribute \_\_\_\_\_% (insert percentage) of the dollar amount contributed to the 457(b) Plan. (For example, if an Employer elects a 50% match, then for every \$10 the Participant contributes to an eligible 457(b) Plan, the Employer will contribute \$5 to this Plan).

**Cap on Percentage Match:** The Employer may wish to establish a cap on its matching contributions, so that the percentage (%) match amount indicated above cannot exceed a certain amount per Payroll Period. The Employer hereby elects the following cap on its percentage matching contribution (check and fill in \$ or % of compensation limit to apply below, or check "no cap" below):

- Flat Dollar Cap:** In no event will Matching Contributions made on behalf of a Participant exceed a flat dollar amount equal to (complete as applicable):

\$ \_\_\_\_\_ per weekly Payroll Period  
\$ \_\_\_\_\_ per bi-weekly Payroll Period  
\$ \_\_\_\_\_ per semi-monthly Payroll Period  
\$ \_\_\_\_\_ per monthly Payroll Period

[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period e.g., \$100 per weekly Payroll Period, and \$200 per bi-weekly Payroll Period].

- Cap Equal to Percentage of Total Compensation:** In no event will Matching Contributions made on behalf of a Participant exceed \_\_\_\_\_% of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.
- No Cap**

- Flat Dollar Match:** For each Payroll Period in which the Participant contributed at least \$ \_\_\_\_\_ (may be \$1 to \$25) to an eligible 457(b) Plan of the Employer, the Participating Employer will contribute a flat dollar amount as shown below (complete as applicable):

\$ \_\_\_\_\_ per weekly Payroll Period  
\$ \_\_\_\_\_ per bi-weekly Payroll Period  
\$ \_\_\_\_\_ per semi-monthly Payroll Period  
\$ \_\_\_\_\_ per monthly Payroll Period

- Other Formula for Calculating Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):**

---

---

---

---

[Skip to "Payroll Period" below if Employer is not going to make Non-Matching Contributions]

**Non-Matching Contributions**

The Employer hereby elects to make contributions to the Plan without regard to a Participant's contribution to an eligible 457(b) plan(s). The Employer must identify the class or classes of Participants for whom these contributions will be made and the contribution formula:

**Non-Matching Contributions** shall be made on the following basis for Class C Participants:

**Class C** Participants are (check one):

- All Eligible Employees  
 Other (must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named):

\_\_\_\_\_

The Employer elects the following contribution formula for Class C Participants (check one):

- Year-End Contributions: A one-time Plan Year-end contribution of \$ \_\_\_\_\_ or \_\_\_\_\_% of Compensation per Participant.  
 \_\_\_\_\_% of Compensation per Participant for each Payroll Period.

- A flat dollar amount per Payroll Period as shown below (complete as applicable):

\$ \_\_\_\_\_ per weekly Payroll Period  
\$ \_\_\_\_\_ per bi-weekly Payroll Period  
\$ \_\_\_\_\_ per semi-monthly Payroll Period  
\$1,000.00 per monthly Payroll Period

- Other Formula for Calculating Non-Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):
- \_\_\_\_\_
- \_\_\_\_\_

**[Do not complete the following section on Class D Non-Matching Contributions if all Eligible Employees are included in Class C above].**

**Non-Matching Contributions** shall be made on the following basis for Class D Participants:

**Class D** Participants are (must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named):

\_\_\_\_\_.

The Employer elects the following contribution formula for Class D Participants (check one):

- Year-End Contributions: A one-time Plan Year-end contribution of \$ \_\_\_\_\_ or \_\_\_\_\_ % of Compensation per Participant.
- \_\_\_\_\_ % of Compensation per Participant for each Payroll Period.
- A flat dollar amount per Pay Period as shown below (complete as applicable):
- \$ \_\_\_\_\_ per weekly Payroll Period  
\$ \_\_\_\_\_ per bi-weekly Payroll Period  
\$ \_\_\_\_\_ per semi-monthly Payroll Period  
\$ \_\_\_\_\_ per monthly Payroll Period
- Other Formula for Calculating Non-Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate

**limits applicable to governmental plans under Code Sections 401(a)(17) and 415:**

---

---

For purposes of computing non-matching contributions, "Compensation" is defined in the Plan, subject to the limits imposed by Georgia Code Section 47-1-13(b) and Internal Revenue Code Section 401(a)(17), as adjusted for cost-of-living increases under Internal Revenue Code Section 401(a)(17)(B).

The Participating Employer must monitor contributions to the Plan on behalf of a Participant to this Plan and any other 401(a) plan maintained by the Participating Employer to confirm compliance with Internal Revenue Code Section 415 and Article 5 of the Master Plan. To the extent an amendment to this Adoption Agreement is needed to satisfy the Internal Revenue Code Section 415 limit that could not otherwise be provided for in the above Sections, please complete as applicable:

---

---

**COMPENSATION**

**Compensation Paid After Severance From Employment:** A Participating Employer may elect to include certain post-severance payments in Compensation for purposes of computing contributions under the Plan, but only if these amounts are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes a Participant's severance from employment, and only if it is a payment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. The Participating Employer makes the following election with respect to including post-severance payments in Compensation (Note: if the following is not completed, no post-severance payments will be included in Compensation by default):

- No post-severance payments will be included in Compensation for purposes of computing contributions under the Plan (if this box is checked, skip to "Payroll Period" below).
- For purposes of calculating contributions under the Plan, the following post-severance payments will be included in Compensation, as long as: 1) they are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes the Participant's severance from employment; and 2) absent a severance from employment, they would have been paid to the Participant while the Participant continued in employment with the Participating Employer (check all that apply):
  - regular compensation paid after severance from employment for services rendered prior to severance during the Participant's regular working hours

- compensation paid after severance from employment for services rendered prior to severance outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments
- post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued
- Other: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### VESTING FOR EMPLOYER CONTRIBUTIONS

A Participating Employer may establish a vesting schedule for Employer Contributions. This means that if the Participant leaves the Participating Employer's employment prior to completing a specified period of service (not to exceed 5 years), the Participant forfeits all or part of the Employer's Contributions. However, upon Death or Disability or the termination of the Plan, the Participant is 100% vested in the Participant's Employer Contributions, notwithstanding any vesting schedule. If a vesting schedule is established, it is the Employer's responsibility to calculate the Eligible Employee's service and report it to the Administrator. Unless otherwise specified below, for purposes of vesting, service means the number of years and complete months of service of a Participant as an Eligible Employee of the Employer and the Participant's service begins with the first day of employment as an Eligible Employee. The Employer hereby elects the following (check one):

- Immediate Vesting.** No vesting schedule. Employer Contributions are 100% vested from the time credited to the Participant's Account (if this option is elected, do not complete the rest of this section).
- Cliff Vesting.** Employer Contributions are 100% vested after a Participant has been employed as an Eligible Employee for \_\_\_\_\_ years (not to exceed 5 years) (the "Vesting Period"). Matching contributions remain 0% vested until the Participant satisfies the full Vesting Period.
- Graduated Vesting Schedule.** Employer Contributions are vested on the following graduated scale (insert vesting % for each completed year of service as an Eligible Employee. Note: Maximum waiting period for 100% vesting may not exceed 5 years.):

<u>Completed Years of Service as Eligible Employee</u>	<u>Vested %</u>
1 year	_____ %
2 years	_____ %
3 years	_____ %
4 years	_____ %
5 years	_____ 100 %

**Complete the following items if Employer has elected Cliff Vesting or Graduated Vesting:**

In determining the Participant's total years of service for vesting purposes, Eligible Employees who are employed on the date the Plan is adopted by the Employer (**check one**):  will be  will not be given credit for prior service as an Eligible Employee.

In determining the Participant's total years of service for vesting purposes, different periods of employment as an Eligible Employee (**check one**):  will be added together  will not be added together  will be added together if the Participant is reemployed with the Employer before completing a period of separation of \_\_\_\_\_ years (not to exceed 5 years).

**TREATMENT OF FORFEITURES**

If a Participant separates from service, the Participant's non-vested Employer Contributions shall be forfeited as of the date of the Participant's Separation from Service. Amounts forfeited during a Plan Year shall be held unallocated until they are used to reduce or otherwise supplement Employer Contributions as of the earliest possible date such contributions are required to be made to the Plan. If there are no future Employer Contributions (as in the case of a frozen plan), forfeitures shall be used for administrative expenses; after which, any remaining forfeitures shall be allocated to Participants' Accounts.

**MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT**

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amended Adoption Agreement (and any Addendum, if applicable) and forward the amended Adoption Agreement (and any Addendum) to the Trustees for approval. The amended Adoption Agreement (and Addendum) is not effective until approved by the Trustees and other procedures required by the Plan have been implemented.

The Administrator will inform the Participating Employer of any amendments made by the Trustees to the Plan. If there are no future Employer Contributions (as in the case of a frozen plan), forfeitures shall be used for administrative expenses, and, if forfeitures remain, shall be allocated to Participants' accounts.



## TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan.

The Administrator will inform the Participating Employer of the discontinuance or abandonment of the Plan by the Trustees.

## EXECUTION BY EMPLOYER

This Adoption Agreement (and any Addendum) may only be used in conjunction with the Georgia Municipal Association 401(a) Defined Contribution Plan Master Plan Document approved by the Internal Revenue Service under an opinion letter Q702380a dated June 30, 2020.

The failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Master Plan Document and Trust, may result in disqualification of the Plan under the Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is the Georgia Municipal Association, Inc., with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia 30303. The business telephone number is: (404) 688-0472. The primary person to contact is GMA General Counsel or Deputy Executive Director, Risk Management and Employee Benefits.

The foregoing Adoption Agreement is hereby adopted and approved on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Mayor and Council of the City of Dahlonega, Georgia.

Signed: \_\_\_\_\_

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

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

Date of Signature: \_\_\_\_\_

## TRUSTEES APPROVAL

The Adoption Agreement is approved by the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan.

**[Complete the following if the purpose of this Adoption Agreement is to establish a new defined contribution plan or to restate a preexisting defined contribution plan of the Participating Employer (other than a GMA 401(a) Defined Contribution Plan).]**

Contributions shall first be remitted as follows:

- within 15 business days after the Payroll Period ending \_\_\_\_\_, \_\_\_\_\_.
- On the following prospective date (specify a specific date): \_\_\_\_\_.

Dated: \_\_\_\_\_

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

Title: \_\_\_\_\_  
on behalf of the Board of Trustees

# STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: Dahlonega, Ga.

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

## ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II  
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III  
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV  
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

## ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

#### ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

#### ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

#### ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

#### ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X  
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI  
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

**JoAnne Taylor**

\_\_\_\_\_  
Chief Executive Officer - Signature

\_\_\_\_\_  
Chief Executive Officer – Print Name

County/Municipality: Dahlonega, Ga.

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

\_\_\_\_\_  
GEMA/HS Director – Signature

\_\_\_\_\_  
GEMA/HS Director – Print Name

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



APPENDIX A  
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for **Dahlonega, Ga.**(county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

**David Wimpy**

**EMA Director**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

**Lorraine Morris**

**Deputy EMA Director**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

**Allison Martin**

**City Manager**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Chief Executive Officer - Signature

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

JoAnne Taylor

\_\_\_\_\_  
Chief Executive Officer – Print Name

APPENDIX B  
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for **Dahlonega, Ga.**  
(county/municipality) for the purpose of reimbursement sought for mutual aid:

**Kimberly Stafford**

**Finance Manager**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

**Mark Buchanan**

**City Engineer**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

**Allison Martin**

**City Manager**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Chief Executive Officer - Signature

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

**JoAnne Taylor**

\_\_\_\_\_  
Chief Executive Officer – Print Name



## **Lumpkin County Emergency Services**

57 A Pinetree Way

Dahlonega Ga. 30533

Business (706) 864-3030 Fax (706) 867-9099 EMA (706) 864-9180

---

### **Staff Analysis**

**Date:** January 25, 2024

**Agenda Item:** GEMA State Wide Mutual Aid and Assistance Agreement

**Item Description:** This is an agreement between state and local governments that gives them the opportunity to give and receive assistance between each other. It also gives them the ability to receive reimbursements from the cost that may be incurred during a disaster or emergency.

**Facts and Historical Information:** This agreement has no budget impact (No cost), it is just an agreement that gives the local governments the ability to recoup some of the cost of any emergency that they may be involved in. The Georgia Emergency Management Act, as amended (The Act), gives the local governments of the state, the authority to make agreements for mutual aid assistance in a disaster or emergency. Under the act, the agency has the authority to coordinate assistance between local governments during disasters or emergencies and to provide available resources where needed.

**Potential Courses of Action:** Two potential courses of action:

1. Sign the agreement and be able to give and receive assistance in times of disasters or emergencies. Also be able to be reimbursed for cost that may be incurred during these times.
2. Do not sign the agreement and possibly not be able to receive any assistance or recoup cost that might be incurred during an emergency or disaster.

**Budget Impact:** There is no budget impact if the agreement is signed.

**Staff Recommendation:** The recommendation of staff is to update and renew the agreement and guaranty the ability to receive assistance and recover cost that may be incurred in the event of any disaster or emergency.



# City Council Agenda Memo

---

**DATE:** 2/20/2024  
**TITLE:** Statewide Mutal Aid Agreement  
**PRESENTED BY:** Allison Martin, City Manager  
**PRIORITY:** Strategic Priority - Communication

---

## AGENDA ITEM DESCRIPTION

Statewide Mutual Aid Agreement - 2024

---

## HISTORY/PAST ACTION

The city last approved this agreement in 2020. This agreement should be renewed every four years and is the mechanism for cities and counties to tap reimbursement money and support during an emergency event. The county provides Emergency Management services county-wide, and the EMA Director and Deputy Director are the only two individuals who can ask for state resources on our behalf.

---

## FINANCIAL IMPACT

There is no adverse impact on operations. Not having an agreement would mean the city had to fully fund any declared disaster mitigation work 100% with no FEMA/GEMA funds reimbursement.

---

## RECOMMENDATION

It is the staff's recommendation to approve this agreement.

---

## SUGGESTED MOTIONS

Motion to approve the Statewide Mutal Aid Agreement

---

## ATTACHMENTS

2024 Statewide Mutual Aid Agreement & County Staff Analysis

---



# CITY OF DAHLONEGA

## Council Meeting - Updated Minutes

February 05, 2024, 6:00 PM

Gary McCullough Chambers, Dahlonega City Hall

---

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 706-864-6133.

Vision – Dahlonega will be the most welcoming, thriving, and inspiring community in North Georgia

Mission Statement - Dahlonega, a City of Excellence, will provide quality services through ethical leadership and fiscal stability, in full partnership with the people who choose to live, work, and visit. Through this commitment, we respect and uphold our rural Appalachian setting to honor our thriving community of historical significance, academic excellence, and military renown.

---

### CALL TO ORDER AND WELCOME

Mayor Taylor called the council meeting to order at 6:00 p.m.

The mayor welcomed everyone to the council meeting and recognized Bobby Mayfield, commissioner for Lumpkin County.

### PRESENT

Mayor JoAnne Taylor  
Councilmember Roman Gaddis  
Councilmember Johnny Ariemma  
Councilmember Ryan Reagin  
Councilmember Ross Shirley  
Councilmember Lance Bagley  
Councilmember Daniel Brown

### PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Taylor asked Councilmember Daniel Brown to lead the Pledge of Allegiance and Councilmember Johnny Ariemma to say the Prayer.

### APPROVAL OF AGENDA

Mayor Taylor called for a motion to approve the agenda

Motion made by Councilmember Bagley, Seconded by Councilmember Shirley.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley, Councilmember Brown

APPROVAL OF CONSENT AGENDA - There are no items for the consent agenda.

### PUBLIC COMMENT – AGENDA SPECIFIC / THREE MINUTE LIMIT

Mayor Taylor welcomed anyone who wished to speak on topics on the approved agenda. Please come to the podium and sign in with your name and address.

Mr. Tom Gordineer discussed the sales tax projects listed in the newspaper concerning the City of Dahlonega.

Mayor Taylor expounded on the process for the SPLOST for the audiences.

APPROVAL OF MINUTES:

Mayor Taylor called for a motion to approve the listed minutes on the agenda

Motion made by Councilmember Gaddis to approve the council meeting minutes a, b, c, d,  
Seconded by Councilmember Reagin.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin,  
Councilmember Shirley, Councilmember Bagley, Councilmember Brown

- a. City Council Special Called Meeting Minutes - December 12, 2023  
Mary Csukas, City Clerk
- b. City Council Meeting Minutes, January 2, 2024  
Sarah Hunsinger, Assistant City Clerk
- c. City of Dahlonge Work Session Minutes - January 16, 2024  
Sarah Hunsinger, Assistant City Clerk
- d. City Council Special Called Work Session Minutes, January 16, 2024  
Sarah Hunsinger, Assistant City Clerk

APPOINTMENT, PROCLAMATION & RECOGNITION:

1. Cemetery Oath of Office, JoAnne Taylor, Mayor, Communication

The mayor informed every one of the importance of the cemetery committee to the City of Dahlonge. Mayor Taylor stated that the Oath of Office for Mr. Harris to the cemetery committee will be moved to the next available council meeting.

2. Tourism Committee Board Appointment, Allison Martin, City Manager

City Manager Martin presented Micok Mihok as the city appointee to the Tourism Board. The ceremony for the oath of office will be held with the Tourism Board.

Mayor Taylor called for a motion to approve Micok Mihok's re-appointment to the Tourism Committee Board.

Motion made by Councilmember Reagin, Seconded by Councilmember Shirley.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin,  
Councilmember Shirley, Councilmember Bagley, Councilmember Brown

3. Employee of the Year Award and Nominations, Allison Martin, City Manager

City Manager Martin informed everyone what a special meeting this is, allowing the city and council to recognize the nominated employees of the year and the chosen employee of the Year: Nominees Jeff Saine, Jacke Grizzle, and Bill Duffy. Office Chris Weeks was selected as Employee of the Year, and Officer Weeks received his official Employee of the Year award through the Rotary Club.

City Manager Martin informed everyone that Jamie Rickett nominated Bill Duffy and Jeff Saine for their extraordinary work at the Water Treatment Plant after the unexpected passing of the Plant Manager, Buck McCallister. This team and our consultant, John Jarrard, worked together to keep the plant working to total capacity after the passing of Buck McCallister. These employees worked above and beyond, so the City created a Heart of the City award for each employee: Jamie Rickett, Bill Duffy, and Jeff Saine.

ANNOUNCEMENTS – These are no announcements.

## CITY REPORTS:

### 4. Tourism Report - 4th Quarter 2023, Sam McDuffie, Executive Director

Sam McDuffie outlined the highlights of his tourism report presented in the agenda packet for this meeting. The Visitors Center officially passed the official 200,000 mark with visitors in 2023; 211,244 people came through the center. We have continued growing our billboard advertising by adding four additional billboards in Georgia.

The Tourism Board had a strategic planning meeting in October 2023 and decided to build their organization on a four-pillar approach, as presented in the agenda packet.

The Four Pillars are: 1. Marketing our destination, 2. Knowing our guests, 3. Welcoming our guests, and 4. Community Outreach

The Councilmembers followed with questions that showed the Board will focus on Group Sales with hotels, Lodging availability, Sports tournaments, Marketing to destinations, Film and TV shows, Monitoring the actual numbers of guests visiting Lumpkin County with GO Fencing, Social Media, and the positive impact tourism on Property taxes.

The Tourism Board will present a State of the Tourism Event this May.

### 5. Financial Report - December 2024, Allison Martin, City Manager

City Manager Allison Martin outlined the highlights of the 2023 ending three-month Financial Report in the agenda packet.

Councilmembers discussed Local Option Sales Tax, motel tax, and sales tax. It was requested that columns representing the budget versus the requested amount be added to the report.

Mayor Taylor called for a motion to accept the Financial Report.

Motion made by Councilmember Gaddis, Seconded by Councilmember Ariemma.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley, Councilmember Brown

## ORDINANCES AND RESOLUTIONS:

### 6. Resolution 2023-06 Sign Moratorium Amendment One, Doug Parks, City Attorney

Mayor Taylor stated that in the past, the Council had passed a moratorium on sign permits while the zoning ordinance was being reviewed. City Attorney Parks recommends that we amend the moratorium to a more specific item. Mayor Taylor turned the subject matter over to City Attorney Parks.

City Attorney Parks stated that this goal is to limit the applications to the things that need to be amended. We are now looking at continuing the moratorium on wall signs painted on the exterior of a building or the use of alternative paint such as vinyl or similar materials. Currently, our ordinance does not limit this type of signage element.

Councilmembers discussed aspects of this amendment to the moratorium on the current sign ordinance.

Mayor Taylor called for a motion to approve Resolution 2023-06 Sign Moratorium Amendment One.

Motion made by Councilmember Gaddis to approve Resolution 2023-06 Amendment One to the temporary moratorium on the acceptance and processing of sign permit applications, Seconded by Councilmember Bagley.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley, Councilmember Brown

## CONTRACTS & AGREEMENTS:

There are no contracts or agreements.

## OTHER ITEMS:

### 7. Executive Session - Real Estate, JoAnne Taylor - Mayor

Mayor Taylor called for a motion to convene the executive session.

Motion made by Councilmember Gaddis, Seconded by Councilmember Bagley.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Bagley, Councilmember Brown, Councilmember Shirley

Mayor Taylor informed the Public that we had exited the Executive Session and had decided on something in the executive session that we must now vote on in the public. Mayor Taylor called for a motion regarding a real estate transaction.

Councilmember Gaddis motioned that the city purchase the Conner Gardens from the Conner Estate for \$200,000 so we may maintain the park, seconded by Councilmember Bagley.

The council discussed the history and future of Conner Gardens as a green space in the City.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Bagley, Councilmember Brown

Voting Nay: Councilmember Shirley opposed the length of time associated with restrictions on the name Conner Memorial Gardens.

## COMMENTS – PLEASE LIMIT TO THREE MINUTES

Mayor Taylor requested that the comments be handled before the council convenes for the executive session.

Ms. Csukas had no comments.

City Manager Martin states that the City will host Lumpkin Leadership students at City Hall.

City Attorney Parks had no comments

Councilmember Ariemma will be out of town for the next council meeting.

Councilmember Bagley congratulated the Lumpkin High School men's wrestling team for their outstanding achievements.

Councilmember Brown congratulated the recipients of the awards presented tonight to the City Staff.

Councilmember Reagin had no comments.

Councilmember Gaddis congratulated the recipients of the awards presented tonight to the City Staff and discussed the recent Cities United Summit in Atlanta, GA, attended by the City Council, Mayor, City Manager, and City Clerk for training opportunities.

Councilmember Shirley congratulated the recipients of the awards presented tonight to the City Staff.

## ADJOURNMENT

Mayor Taylor called for a motion to adjourn the council meeting.

Motion made by Councilmember Reagin, Seconded by Councilmember Gaddis.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley, Councilmember Brown





# CITY OF DAHLONEGA

## Council Work Session Minutes

February 19, 2024, 4:00 PM

Gary McCullough Council Chambers, Dahlongega City Hall

---

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 706-864-6133.

Vision – Dahlongega will be the most welcoming, thriving, and inspiring community in North Georgia

Mission Statement - Dahlongega, a City of Excellence, will provide quality services through ethical leadership and fiscal stability, in full partnership with the people who choose to live, work, and visit. Through this commitment, we respect and uphold our rural Appalachian setting to honor our thriving community of historical significance, academic excellence, and military renown.

---

### OPEN MEETING

Mayor Taylor called the February 19th, 2024, City Council Work Session to order at 4:00 P.M.

Mayor Taylor welcomed everyone to the meeting and thanked them for coming.

### PRESENT

Mayor JoAnne Taylor  
Councilmember Roman Gaddis  
Councilmember Ryan Reagin  
Councilmember Ross Shirley  
Councilmember Lance Bagley  
Councilmember Daniel Brown

### ABSENT

Councilmember Johnny Ariemma

### APPROVAL OF AGENDA

Mayor Taylor called for a motion to approve the agenda.

Motion made by Councilmember Reagin made a motion to approve the agenda, Seconded by Councilmember Shirley.

Voting Yea: Councilmember Gaddis, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley, Councilmember Brown

### BOARD & COMMITTEES

1. Dahlongega Downtown Development Authority/Main Street – January 2024

Ariel Alexander, Downtown Development Director

Mayor Taylor asked the council if they had any questions for Downtown Development Director Alexander.

Councilmember Shirley asked questions about the Christmas committee.

Downtown Development Director Alexander stated that there were not many changes. She stated that everyone was very grateful for all the work that the city crews did. There

was a great success with Kids Day, and they stated that this is something that would continue.

Councilmember Gaddis asked about the bears around the square.

Councilmember Bagley asked when the bear sculpture would be finished and where it would be.

2. Cemetery Committee—January 2024

Quataunda Armstrong, Dahlonaga Cemetery Committee

There were no questions regarding the Cemetery Committee reports.

DEPARTMENT REPORTS AVAILABLE AT: <https://dahlonega.gov/category/department-reports/>

Councilmember Shirley asked about the Public Works report regarding Hancock Park and what the plans are for fixing the park.

City Manager Martin stated that they have been discussing this as staff for the past three weeks and have decided to try over-seeding in those areas.

APPOINTMENT, PROCLAMATION & RECOGNITION: (Vote at Council Meeting)

Mayor Taylor swore in a new member of the Cemetery Committee, Rick Harris.

Mayor Taylor thanked everyone in the community who volunteered on boards and committees to help the community.

Councilmember Bagley thanked Mr. Harris for everything he does for the community.

Mayor Taylor and City Manager Martin recognized Jackie Grizzle as the employee of the year.

Mayor Taylor and City Manager Martin thanked him for all his hard work.

3. Discussion of Appointments Cemetery Committee

Mark Buchanan, Director of Public Works

Strategic Priorities - Effectively Manage Growth

City Manager Martin stated that the Cemetery Committee wants to amend its by-laws so that people can continue to serve on that committee without having to sit out a year. The committee and the director of public works in Buchanan recommended this.

Mayor Taylor asked when this would be done.

City Manager Martin stated this would be completed before the next council meeting.

4. Discussion of Appointment to the Planning Commission

Mary Csukas, City Clerk

Strategic Priorities - Effectively Manage Growth

Ms. Csukas, the City Clerk, stated that they are asking for the reappointment of Robert Conaway for one more year.

5. Discussion of Appointment to the Tree Committee

Mark Buchanan, Director of Public Works

Strategic Priorities - Effectively Manage Growth

City Manager Martin stated that Kimberly & Chris Mihok have voiced that they would like to be added to the Tree Committee and have completed their applications.

Councilmember Gaddis asked if it matters if they are residents of the city.

## PRESENTATION

### ORDINANCES & RESOLUTIONS

#### 6. Benefit Plan Updates

Doug Parks, City Attorney

Strategic Priorities - Communication

City Attorney Parks stated that The Council has been presented with two housekeeping matters concerning benefit plans. This is a revised plan document for the city's 457 Deferred Compensation plan and a restatement of the 401 Defined Contribution Plan. He recommends that this be adopted.

Mayor Taylor stated that they have a defined benefit plan to help reward their employees and a promised pension.

#### 7. Statewide Mutual Aid Agreement

Allison Martin, City Manager

Strategic Priorities - Communication

City Manager Martin stated that the city approved an agreement in 2020, which should be renewed every four years, allowing cities and counties to access reimbursement money and support during emergencies. The county provides countywide Emergency Management services, and the EMA Director and Deputy Director can request state resources on their behalf.

Councilmember Bagley asked about the language of the agreement.

### AGREEMENTS & CONTRACTS

#### 8. Asphalt Leveling and Resurfacing City Streets LMIG Projects #2024-001 In-House Paving Projects #2024-002

Vince Hunsinger, Capital Projects Manager

Strategic Priorities - Infrastructure

Capital Projects Manager Hunsinger stated that this item informs the Council of the results of the bids to complete asphalt leveling and resurfacing various city streets in Dahlonega, identified as LMIG Project #2024-001 and In House Paving #2024-002. The available budget for the LMIG project as of 1/30/24 is \$123,000.00, a combination of funds from the City's SPLOST fund for the LMIG grant match for paving and the GDOT Local Maintenance & Improvement Grant Program. The available budget for the In-House Paving project is \$210,000. The lowest bid for the LMIG project is \$97,827.75. The low bid for the In-House Paving project is \$203,046.32. He informed the public that LMIG is a grant that comes through the state, and they give money to help build their infrastructure.

Councilmember Shirley stated that there were a lot of bids this time, and he hopes that it continues.

### OTHER ITEMS:

#### 9. Alcoholic Beverage License Consumption on Premise - The Bear Necessities Café, LLC

dba The Bear Necessities Cafe

Doug Parks, City Attorney & Mary Csukas, City Clerk

Strategic Priorities - Communication

City Attorney Parks stated that the application is complete, and he recommends approval.

Councilmember Shirley stated that he read the length of the application and was curious about what part of the application is state requirements and what is local requirements. He also asked how long it takes to get these through.

Ms. Csukas stated that the state requires more paperwork. She stated that this restaurant provided more paperwork than needed for our local application.

10. Alcoholic Beverage License Consumption on Premise – 27 on Park LLC, dba Twenty-Seven on Park

Doug Parks, City Attorney & Mary Csukas, City Clerk

Strategic Priorities - Communication

Mayor Taylor stated that some additional paperwork was brought today and asked the council to look over this before voting at the council meeting.

City Attorney Parks stated that the consumption on-premises license application for Twenty-Seven on Park is a provincial license with affirmative statements and conditions. The license allows alcohol service to guests and their related parties if the license is in effect, and no events not involving a hotel stay should be conducted on the premises. The applicant reaffirms these statements by accepting the license and confirms that immediate revocation will occur if any of these statements are no longer true. The application requests beer, wine, and distilled spirits.

Mayor Taylor asked if the owners wanted to speak on the subject.

The owners spoke to the Mayor and Council about the extra paperwork and gave them more information.

Mayor Taylor recommended tabling further discussion until the next work session.

Councilmember Bagley questioned if we would be holding them back from any events if they postponed them for another month.

Councilmember Gaddis stated that the only item that is before the council is to approve basically an extension of what was already happening. He informs them that all other plans must go through HPC.

City Attorney Parks suggests that action be taken soon.

Mayor Taylor states that this is an interim solution from the owners, and they are determined to abide by our standard licensing.

Councilmember Gaddis asked if the goal was to have a restaurant there.

Councilmember Shirley asked the council if there was any reason why they would delay this.

11. Dahlonga Walking Tours and More LLC – 2024 Guided Tours Permit

Mary Csukas, City Clerk

Strategic Priorities - Communication

Ms. Csukas stated that Dahlonga Tours and More LLC requests a 2024 Cemetery Guided Tours Permit. Ordinance 2022-12 allows for Commercial Walking Tours of

Mount Hope Cemetery. This ordinance requires any tour operator seeking permission to use Mount Hope Cemetery property to be approved in advance by the City Council. The tour operator must abide by any directions of the City Manager or designee and specific conditions enumerated in these regulations.

Councilmember Shirley asked if this is normally brought to the council and why this license must be renewed.

City Manager Martin stated that it would take council action to allow this special permit to occur outside of the cemetery hours.

#### COMMENTS – PLEASE LIMIT TO THREE MINUTES

Mayor Taylor asked the council if there was anything they would like to have moved to the consent agenda for the next meeting.

Motion made by Councilmember Shirley to move Benefit Plan Updates and Statewide Mutual Aid Agreement to the consent agenda, Seconded by Councilmember Reagin.

Voting Yea: Councilmember Gaddis, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley, Councilmember Brown

#### Clerk Comments

Ms. Csukas had no comments.

#### City Manager Comments

City Manager Martin had no comments.

#### City Attorney Comments

City Attorney Parks had no comments.

#### City Council Comments

Councilmember Gaddis had no comments.

Councilmember Reagin had no comments.

Councilmember Shirley had no comments.

Councilmember Bagley congratulated Lumpkin County High School boys' basketball on going to state.

Councilmember Brown had no comments.

#### Mayor Comments

Mayor Taylor had no comments.

#### ADJOURNMENT

Mayor Taylor called for a motion to adjourn at 4:40 P.M.

Motion made by Councilmember Shirley made a motion to adjourn, Seconded by Councilmember Reagin.

Voting Yea: Councilmember Gaddis, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley, Councilmember Brown



# City Council Agenda Memo

---

**DATE:** 2/20/2024  
**TITLE:** Planning Commission Re-Appointment  
**PRESENTED BY:** Mary Csukas, City Clerk  
**PRIORITY:** Strategic Priority - Effectively Manage Growth

---

## AGENDA ITEM DESCRIPTION

Appointment to the Planning Commission

---

## HISTORY/PAST ACTION

The City Council appoints members to the Planning Commission to serve staggered terms, with three (3) members serving a term of three (3) years, two (2) members serving a term of two (2) years, and two (2) members serving a term of one (1) year. After that, the members of the Planning Commission shall be appointed for three (3) years and shall serve until their successors are appointed.

The current makeup of the commission is (2) members serving a term of one year and (2) members serving a term of three years. We support Robert Conaway's reappointment to a one-year term on the Commission.

---

## FINANCIAL IMPACT

n/a

---

## RECOMMENDATION

Staff Recommend re-appointment of Robert Conaway to the Planning Commission.

---

## SUGGESTED MOTIONS

"...motion to re-appoint Robert Conaway to the Planning Commission for a one-year term."

---

## ATTACHMENTS

Oath of Office

---



CITY OF DAHLONEGA

OATH OF OFFICE

I, Robert Conaway, solemnly swear that I will support the Constitution of the United States and the State of Georgia, that I will in all respects observe the provisions of the Charter and Ordinances of the City of Dahlonega, and that I will faithfully discharge the duties of the Planning Commission so help me God.

This is the 4th day of March of 2024.

---

Robert Conaway  
Planning Commission

Attest:

---

JoAnne Taylor  
Mayor, City of Dahlonega



# City Council Agenda Memo

---

**DATE:** 2/20/2024  
**TITLE:** Cemetery Committee Appointments: Worick & Rupard  
**PRESENTED BY:** Mark Buchanan, City Engineer & Public Works Director  
**PRIORITY:** Strategic Priority - Effectively Manage Growth

---

## AGENDA ITEM DESCRIPTION

Chris Worick and Robbie Rupard have completed applications for the Tree Committee.

---

## HISTORY/PAST ACTION

Mr Rupard is a new applicant. Mr. Worick has previously served as the Committee Chairman and has been integral to the group's success for several years.

---

## FINANCIAL IMPACT

None.

---

## RECOMMENDATION

Staff recommends the appointment of both applicants to the Cemetery Committee.

---

## SUGGESTED MOTIONS

"...motion to appoint Chris Worick and Robbie Rupard to the Dahlonega Cemetery Committee."

---

## ATTACHMENTS

Oath of Office Chris Worick  
Oath of Office Robbie Rupard

---





CITY OF DAHLONEGA

OATH OF OFFICE

I, Chris Worick, solemnly swear that I will support the Constitution of the United States and the State of Georgia, that I will in all respects observe the provisions of the Charter and Ordinances of the City of Dahlonega, and that I will faithfully discharge the duties of the Cemetery Committee as a voting member so help me God.

This is the 4th day of March 2024.

---

Chris Worick  
Cemetery Committee

Attest:

---

JoAnne Taylor  
Mayor, City of Dahlonega



CITY OF DAHLONEGA

OATH OF OFFICE

I, Robbie Rupard, solemnly swear that I will support the Constitution of the United States and the State of Georgia, that I will in all respects observe the provisions of the Charter and Ordinances of the City of Dahlonega, and that I will faithfully discharge the duties of the Cemetery Committee as a voting member so help me God.

This is the 4th day of March 2024.

---

Robbie Rupard  
Cemetery Committee

Attest:

---

JoAnne Taylor  
Mayor, City of Dahlonega



# City Council Agenda Memo

---

**DATE:** 2/20/2024  
**TITLE:** Tree Committee Appointments: Chris & Kimberly Mihok  
**PRESENTED BY:** Mark Buchanan, City Engineer & Public Works Director  
**PRIORITY:** Strategic Priority - Effectively Manage Growth

---

## AGENDA ITEM DESCRIPTION

Kimberly & Chris Mihok have completed applications for the Tree Committee.

---

## HISTORY/PAST ACTION

There has been no previous council action; however, the Mihoks, as citizen volunteers, are already providing input to the committee.

---

## FINANCIAL IMPACT

None.

---

## RECOMMENDATION

Staff recommends the appointment of both applicants to the Tree Committee

---

## SUGGESTED MOTIONS

"...motion to appoint Chris and Kimberly Mihok to the Dahlonega Tree Committee."

---

## ATTACHMENTS

Oath of Office Kimberly Mihok  
Oath of Office Chris Mihok

---



## CITY OF DAHLONEGA

### OATH OF OFFICE

I, Kimberly Mihok, solemnly swear that I will support the Constitution of the United States and of the State of Georgia, that I will in all respects observe the provisions of the Charter and Ordinances of the City of Dahlonega and I will faithfully discharge the duties of the Dahlonega Tree Committee so help me God.

This 4<sup>th</sup> day of March 2024.

---

Kimberly Mihok  
Dahlonega Tree Committee Member

Attest:

---

JoAnne Taylor  
Mayor City of Dahlonega



## CITY OF DAHLONEGA

### OATH OF OFFICE

I, Chris Mihok, solemnly swear that I will support the Constitution of the United States and of the State of Georgia, that I will in all respects observe the provisions of the Charter and Ordinances of the City of Dahlonega and I will faithfully discharge the duties of the Dahlonega Tree Committee so help me God.

This 4<sup>th</sup> day of March 2024.

---

Kimberly Mihok  
Dahlonega Tree Committee Member

Attest:

---

JoAnne Taylor  
Mayor City of Dahlonega



# Joint Proclamation

By  
Lumpkin County  
And  
The City of Dahlonega



**WHEREAS;** In 2023, Georgia experienced 9,843 confirmed cases of child abuse and neglect and ranked 37<sup>th</sup> in the nation for child well-being; and

**WHEREAS;** Child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

**WHEREAS;** Exposure to childhood trauma has a powerful adverse effect on life-long physical and mental health and is recognized nationally as a major public health issue; and

**WHEREAS;** Children are our most valuable resource, and they are also our most vulnerable. All of Georgia’s children have a right to be safe and an opportunity to thrive, learn, and grow in an environment that fosters healthy development; and

**WHEREAS;** Child abuse and neglect can be prevented by supporting and strengthening Georgia’s families, thus preventing the far-reaching effects of abuse and neglect, and providing the opportunity for children to develop healthy, trusting family bonds, and consequently, building the foundations of communities; and

**WHEREAS;** By providing a safe, stable, and nurturing environment for our children, we can ensure that all of Georgia’s children have access to the support they need to grow to their full potential as the next generation of leaders, helping to secure the future of this state and nation.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Dahlonega and Lumpkin County hereby proclaim the month of April 2024 to be **Child Abuse Prevention Month**, and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

*Lumpkin County Georgia*

*City of Dahlonega*

\_\_\_\_\_  
Chris Dockery, Chairman

\_\_\_\_\_  
JoAnne Taylor, Mayor

Attest:

Attest:

\_\_\_\_\_  
Melissa Witcher, County Clerk

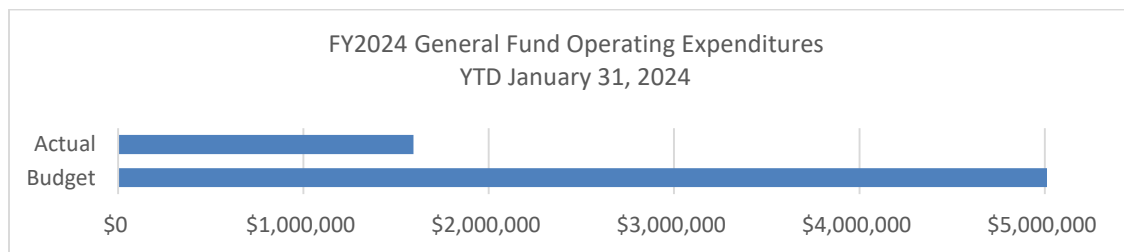
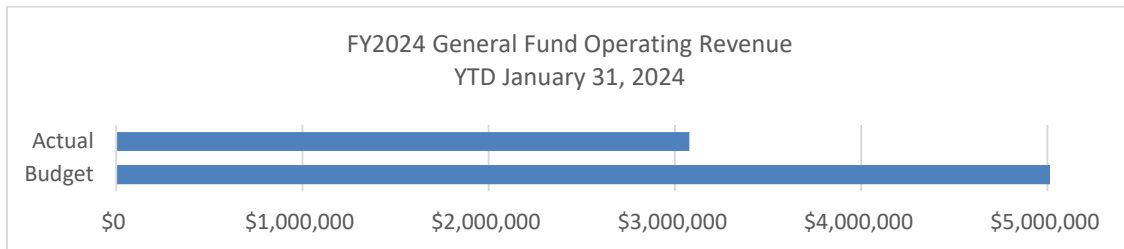
\_\_\_\_\_  
Mary Csukas, City Clerk



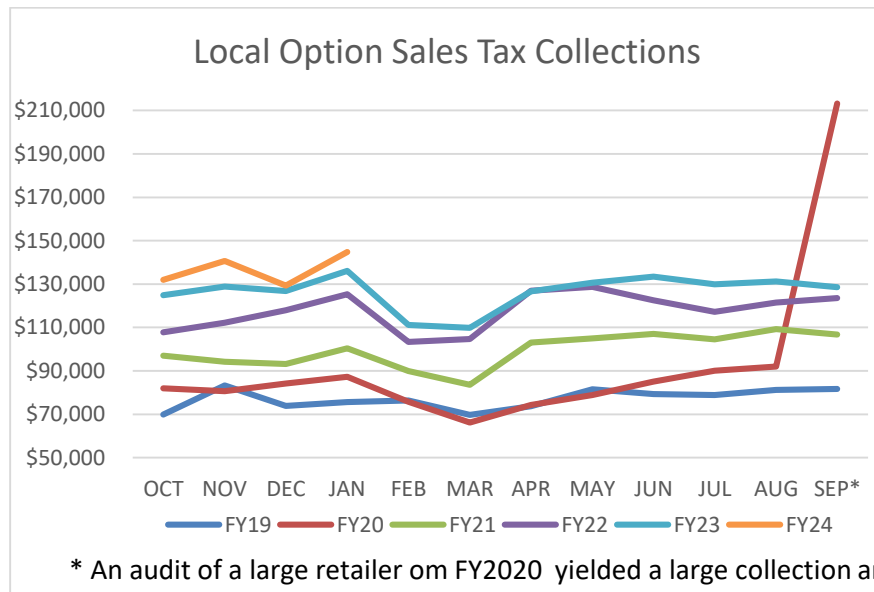
# CITY OF DAHLONEGA MONTHLY FINANCIAL REPORTS

For the Four Months Ended January 31, 2024

## GENERAL FUND



- The annual property tax bills were levied and mailed by the Tax Commissioner on October 1<sup>st</sup> with a December 1<sup>st</sup> due date. To date, 94.15% of the 2023 taxes budgeted have been collected.
- Sales tax collections remain strong and reflected collections 5.87% greater than FY23. The change in the State law related to internet sales taxation has continued to positively impact our collections.



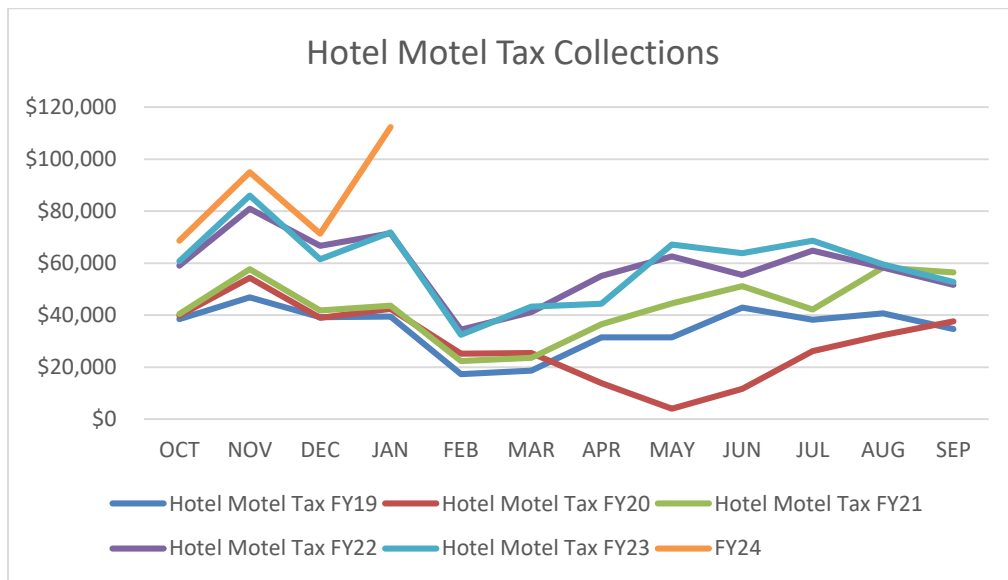
- The annual revenue for Insurance Premium Tax is \$667,217 this year, which is 22.37% greater than last fiscal year. This amount is based on a pro-rata population formula.
- Alcoholic Beverage Tax and License revenue collected year-to-date is comparable to the prior year.
- Permit revenue collected year-to-date is greater than last year's collections.
- Department expenditures are in line with budget expectations.

### DOWNTOWN DEVELOPMENT AUTHORITY

- Operational results are on track with the budget.

### HOTEL/MOTEL TAX FUND

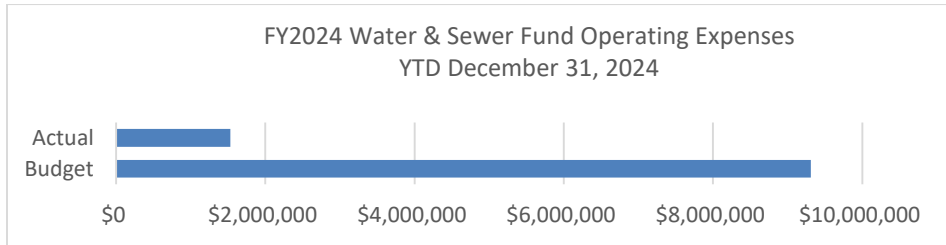
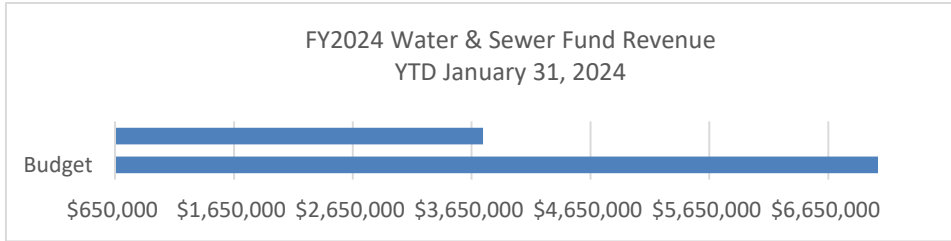
- Tax revenue collections experienced a sharp decline in April 2020 with the onset of the Pandemic. Beginning in September 2020, collections have remained higher than in previous years. FY24 is 24% more than FY23. There are two factors for the increase above pre-pandemic levels. One is the change to the law regarding collection by third-party online booking agencies, the other is the new hotel.





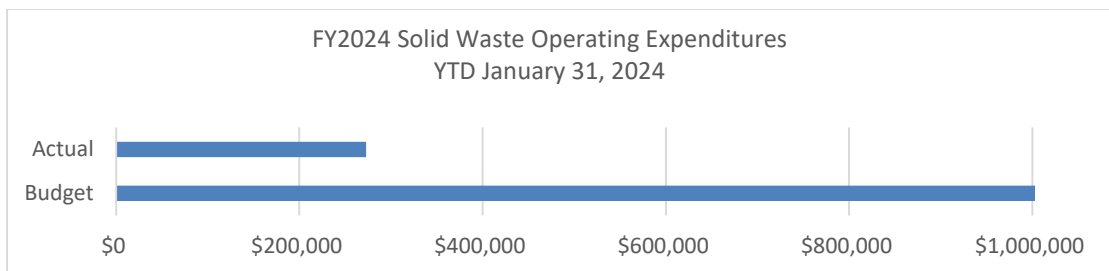
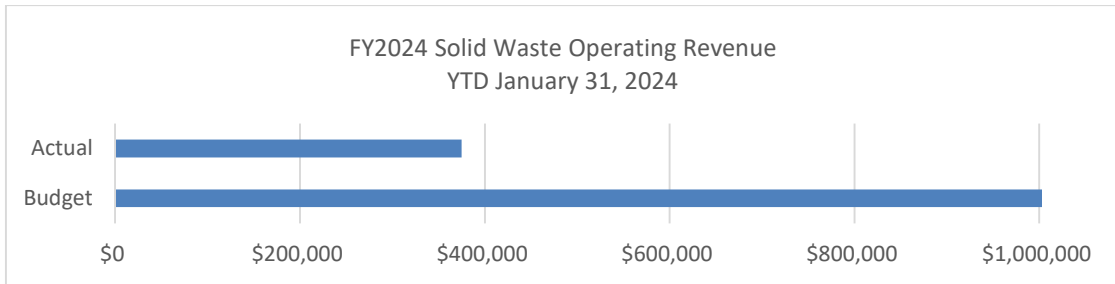
### WATER AND SEWER FUND

- Water and sewer sales are trending along with budget projections. Revenue from water sales and sewer charges is 1.26% less than last year.
- All department expenses are in line with the budget.



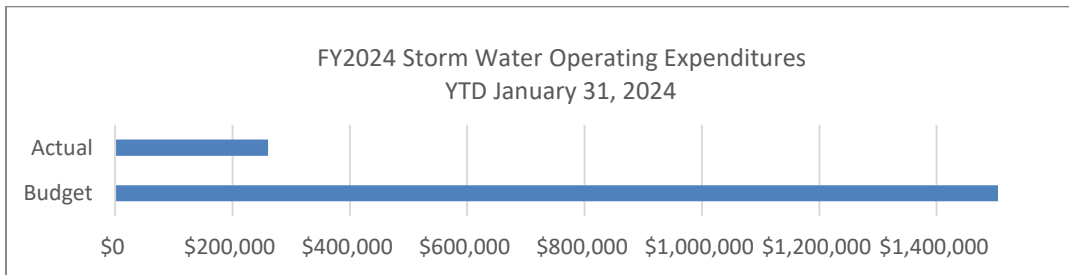
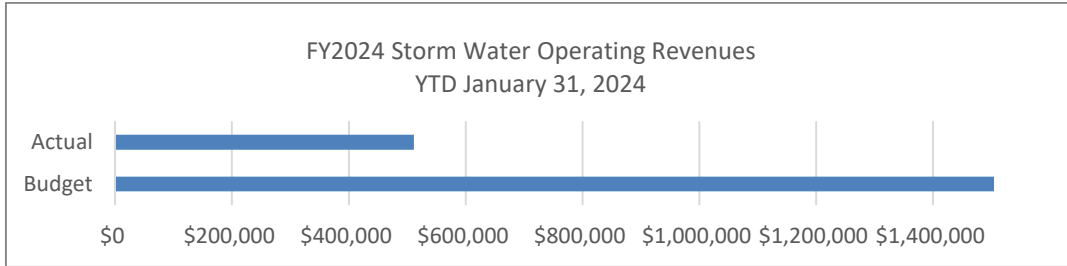
### SOLID WASTE FUND

- Refuse Collection Charges are Revenues are 2.61% more than the prior year.
- Expenses are meeting budget expectations.



### STORMWATER ENTERPRISE FUND

- Transfers In and Indirect Charges reflect a four-month allocation.
- Stormwater utility charges were first billed in January 2021 and are meeting budget expectations.
- Expenses are related to the startup of the new utility, projects, and allocated staff pay and benefits.



**(Prepared for Council and Management by Finance Department February 26, 2024)**

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 01/31/2024 NORMAL (ABNORMAL)	% BDGT USED
Fund 100 - GENERAL FUND				
	GENERAL PROPERTY TAXES	1,878,289.00	1,173,868.52	62.50
	GENERAL SALES AND USE TAXES	1,430,000.00	414,870.30	29.01
	SELECTIVE SALES AND USES TAXES	224,600.00	68,846.24	30.65
	ALCOHOLIC BEVERAGES LICENSES	178,000.00	127,525.00	71.64
	BUSINESS TAXES	705,247.00	750,498.78	106.42
	PENALTIES AND INTEREST	1,200.00	1,023.30	85.28
	PERMITS AND FEES	73,000.00	135,286.15	185.32
	INTERGOVERNMENTAL REVENUE	15,539.00	6,215.44	40.00
	CHARGES FOR SERVICES	730,133.00	242,676.01	33.24
	FINES AND FORFEITURES	199,302.00	62,499.71	31.36
	INVESTMENT INCOME	90,000.00	34,710.65	38.57
	MISCELLANEOUS REVENUE	3,000.00	160.00	5.33
	OTHER FINANCIAL SOURCES	35,000.00	10,325.00	29.50
	OTHER CHARGES FOR SERVICES	15,500.00	14,445.31	93.20
	TRANSFERS IN FROM OTHER FUNDS	105,875.00	34,316.68	32.41
	<b>TOTAL REVENUES</b>	<b>5,684,685.00</b>	<b>3,077,267.09</b>	<b>54.13</b>
	LEGISLATIVE	264,522.00	83,399.90	30.55
	EXECUTIVE	289,711.00	66,997.93	23.13
	ELECTIONS	12,600.00	21,782.86	172.88
	GENERAL ADMINISTRATION	1,136,427.00	278,806.60	24.44
	MUNICIPAL COURT	302,668.00	74,179.81	24.51
	CITY MARSHAL	938,482.00	233,196.94	24.61
	PUBLIC WORKS ADMINISTRATION	260,494.00	52,698.51	20.23
	STREETS	1,350,170.00	390,936.06	27.96
	MAINTENANCE AND SHOP	127,348.00	27,665.85	21.72
	CEMETERY	112,054.00	56,999.25	50.87
	PARKS	69,500.00	8,576.20	12.34
	COMMUNITY DEVELOPMENT	282,914.00	144,645.16	51.13
	NON-DEPARTMENTAL	76,536.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	461,259.00	153,753.00	33.33
	<b>TOTAL EXPENDITURES</b>	<b>5,684,685.00</b>	<b>1,593,638.07</b>	<b>27.70</b>
Fund 100 - GENERAL FUND:				
	TOTAL REVENUES	5,684,685.00	3,077,267.09	54.13
	TOTAL EXPENDITURES	5,684,685.00	1,593,638.07	27.70
	<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>0.00</b>	<b>1,483,629.02</b>	<b>2,133.01</b>

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 01/31/2024 NORMAL (ABNORMAL)	% BDGT USED
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY				
	CHARGES FOR SERVICES	300.00	617.33	205.78
	INVESTMENT INCOME	6,000.00	3,997.94	66.63
	CONTRIBUTIONS AND DONATIONS	100.00	0.00	0.00
	MISCELLANEOUS REVENUE	1,500.00	6,450.00	430.00
	TRANSFERS IN FROM OTHER FUNDS	184,875.00	61,625.00	33.33
	APPROPRIATED FUND BALANCE	128,890.00	0.00	0.00
	TOTAL REVENUES	321,665.00	72,690.27	22.60
	DDA ADMINISTRATION	155,893.00	40,505.77	25.98
	TOURISM	60,032.00	2,985.37	4.97
	DOWNTOWN DEVELOPMENT	105,740.00	34,209.64	32.35
	TOTAL EXPENDITURES	321,665.00	77,700.78	24.16
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY:				
	TOTAL REVENUES	321,665.00	72,690.27	22.60
	TOTAL EXPENDITURES	321,665.00	77,700.78	24.16
	NET OF REVENUES & EXPENDITURES	0.00	(5,010.51)	100.00

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 01/31/2024 NORMAL (ABNORMAL)	% BDGT USED
Fund 275 - HOTEL/MOTEL TAX FUND				
	HOTEL/MOTEL TAXES	700,000.00	347,447.84	49.64
	PENALTIES AND INTEREST	0.00	601.40	100.00
	INVESTMENT INCOME	600.00	1,452.81	242.14
	TOTAL REVENUES	700,600.00	349,502.05	49.89
	PURCHASES/CONTRACTED SERVICES	297,063.00	72,143.76	24.29
	TRANSFERS OUT TO OTHER FUNDS	403,537.00	133,337.68	33.04
	TOTAL EXPENDITURES	700,600.00	205,481.44	29.33
Fund 275 - HOTEL/MOTEL TAX FUND:				
	TOTAL REVENUES	700,600.00	349,502.05	49.89
	TOTAL EXPENDITURES	700,600.00	205,481.44	29.33
	NET OF REVENUES & EXPENDITURES	0.00	144,020.61	100.00

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 01/31/2024 NORMAL (ABNORMAL)	% BDGT USED
Fund 505 - WATER AND SEWER ENTERPRISE FUND				
	INTERGOVERNMENTAL REVENUE	0.00	6,452.55	100.00
	INVESTMENT INCOME	160,000.00	83,198.64	52.00
	MISCELLANEOUS REVENUE	3,000.00	2,712.05	90.40
	WATER CHARGES	3,173,461.00	1,107,384.14	34.90
	TAP FEES - WATER	175,000.00	622,839.00	355.91
	SEWER CHARGES	2,339,413.00	882,772.31	37.73
	TAP FEES - SEWER	175,000.00	527,790.00	301.59
	OTHER CHARGES FOR SERVICES	70,300.00	33,429.32	47.55
	TRANSFERS IN FROM OTHER FUNDS	1,438,032.00	479,344.00	33.33
	APPROPRIATED NET ASSETS	1,778,564.00	0.00	0.00
	TOTAL REVENUES	9,312,770.00	3,745,922.01	40.22
	SEWER LIFT STATIONS	278,654.00	57,938.69	20.79
	SEWER TREATMENT PLANT	918,621.00	218,275.63	23.64
	DISTRIBUTION AND COLLECTION	1,202,602.00	425,494.76	30.79
	WATER SUPPLY	322,504.00	55,610.07	17.24
	WATER TREATMENT PLANT	2,427,976.00	547,003.79	22.31
	CAPITAL OUTLAYS	3,976,673.00	185,769.57	4.42
	INTERFUND CHARGES	125,740.00	41,913.32	33.33
	OTHER COSTS	60,000.00	0.00	0.00
	TOTAL EXPENDITURES	9,312,770.00	1,532,005.83	15.71
Fund 505 - WATER AND SEWER ENTERPRISE FUND:				
	TOTAL REVENUES	9,312,770.00	3,745,922.01	40.22
	TOTAL EXPENDITURES	9,312,770.00	1,532,005.83	15.71
	NET OF REVENUES & EXPENDITURES	0.00	2,213,916.18	505.87

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 01/31/2024 NORMAL (ABNORMAL)	% BDGT USED
Fund 540 - SOLID WASTE ENTERPRISE FUND				
	CHARGES FOR SERVICES	300.00	0.00	0.00
	INVESTMENT INCOME	10,000.00	7,645.19	76.45
	MISCELLANEOUS REVENUE	0.00	988.40	100.00
	OTHER CHARGES FOR SERVICES	7,000.00	2,670.74	38.15
	REFUSE COLLECTION CHARGES	1,067,401.00	363,665.99	34.07
	APPROPRIATED NET ASSETS	22,005.00	0.00	0.00
	TOTAL REVENUES	1,106,706.00	374,970.32	33.88
PERSONAL SERVICES AND EMPLOYEE BENEFITS				
	PURCHASES/CONTRACTED SERVICES	551,986.00	147,203.93	26.67
	SUPPLIES	291,150.00	81,686.50	28.06
	INTERFUND CHARGES	160,700.00	22,821.64	14.20
	OTHER COSTS	62,870.00	20,956.68	33.33
	DEBT SERVICE	40,000.00	0.00	0.00
		0.00	10.00	100.00
	TOTAL EXPENDITURES	1,106,706.00	272,678.75	24.64
Fund 540 - SOLID WASTE ENTERPRISE FUND:				
	TOTAL REVENUES	1,106,706.00	374,970.32	33.88
	TOTAL EXPENDITURES	1,106,706.00	272,678.75	24.64
	NET OF REVENUES & EXPENDITURES	0.00	102,291.57	100.00

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 01/31/2024 NORMAL (ABNORMAL)	% BDGT USED
Fund 560 - STORMWATER ENTERPRISE FUND				
	INVESTMENT INCOME	1,500.00	4,867.80	324.52
	OTHER CHARGES FOR SERVICES	1,000.00	582.77	58.28
	TRANSFERS IN FROM OTHER FUNDS	1,165,544.00	388,514.68	33.33
	STORMWATER UTILITY CHARGES	354,150.00	117,277.50	33.12
	TOTAL REVENUES	1,522,194.00	511,242.75	33.59
	PERSONAL SERVICES AND EMPLOYEE BENEFITS	81,402.00	24,788.48	30.45
	PURCHASES/CONTRACTED SERVICES	80,500.00	1,050.00	1.30
	SUPPLIES	32,000.00	0.00	0.00
	CAPITAL OUTLAYS	819,913.00	65,154.30	6.70
	INTERFUND CHARGES	508,379.00	169,459.68	33.33
	TOTAL EXPENDITURES	1,522,194.00	260,452.46	15.55
Fund 560 - STORMWATER ENTERPRISE FUND:				
	TOTAL REVENUES	1,522,194.00	511,242.75	33.59
	TOTAL EXPENDITURES	1,522,194.00	260,452.46	15.55
	NET OF REVENUES & EXPENDITURES	0.00	250,790.29	163.87
	TOTAL REVENUES - ALL FUNDS	18,648,620.00	8,131,594.49	43.60
	TOTAL EXPENDITURES - ALL FUNDS	18,648,620.00	3,941,957.33	20.42
	NET OF REVENUES & EXPENDITURES	0.00	4,189,637.16	634.56





# Agreements and Contracts

---

**DATE:** 2/20/2024  
**TITLE:** Asphalt Leveling and Resurfacing City Streets LMIG Projects #2024-001  
In-House Paving Projects #2024-002  
**PRESENTED BY:** Vince Hunsinger, Capital Projects Manager  
**PRIORITY** Strategic Priority - Infrastructure

---

## AGENDA ITEM DESCRIPTION

This item informs the Council of the results of the bids to complete asphalt leveling and resurfacing various city streets in Dahlonega, identified as LMIG Project #2024-001 and In-House Paving #2024-002.

---

## HISTORY/PAST ACTION

This project results from Public Works' annual assessment of city streets and helps achieve resurfacing goals found in our Road Maintenance Plan. The Bid Opening for both projects was 1/25/2024

---

## FINANCIAL IMPACT

The available budget for the LMIG project as of 1/30/24 is \$123,000.00, a combination of funds from the City's SPLOST fund for the LMIG grant match for paving and the GDOT Local Maintenance & Improvement Grant Program. The available budget for the In-House Paving project is \$210,000. The low bid for the LMIG project is \$97,827.75. The low bid for the In-House Paving project is \$203,046.32.

---

## RECOMMENDATION

Staff recommends approval of Garrett Paving for LMIG Projects #2024-001 In-House Paving Projects #2024-002

---

## SUGGESTED MOTIONS

"...motion to approve Garrett Paving for LMIG Projects #2024-001 and In-House Paving Projects #2024-002

---

## ATTACHMENTS

LMIG Bid Package, Tabulation & In-House Bid Package, Tabulation

---



**CITY OF DAHLONEGA  
INVITATION TO BID**

**ASPHALT LEVELING AND RESURFACING  
CITY STREETS IN DAHLONEGA, GEORGIA  
LMIG PROJECT #2024-001**

***ISSUING AGENCY***

***CITY OF DAHLONEGA  
465 RILEY ROAD  
DAHLONEGA, GA 30533  
PHONE: 706-482-2721  
FAX: 706-864-4837***

***ISSUE DATE***

***December 20, 2023***

***PURCHASING AGENT (CITY CONTACT)***

***Brittany Lee***

***PRE-BID MEETING (MANDATORY)***

***January 9, 2024, 10:00 AM***

***BID CLOSING DATE***

***January 25, 2024, 2:00 PM***

**BIDS ARE DUE AT THE ADDRESS SHOWN ABOVE NO LATER THAN**

**January 25, 2024, AT 2:00 PM EST.**

**ELECTRONIC SUBMISSIONS VIA E-MAIL OR FAX WILL NOT BE ACCEPTED.**

**THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS INVITATION TO BID (ITB) ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.**

## INVITATION TO BID

### ASPHALT LEVELING AND RESURFACING CITY STREETS IN DAHLONEGA, GEORGIA LMIG PROJECT #2024-001

The City of Dahlonega is requesting sealed bids for asphalt leveling and resurfacing of various city streets.

Work is as specified in the Bid Document and is to be done in accordance with current GDOT standards and specifications. Bidders are required to carefully examine the specifications contained in this bid document.

A Mandatory pre-bid meeting will be held on Tuesday, January 9, 2024, at 10:00 AM, EST at the City Hall Council Chambers at 465 Riley Road, Dahlonega, GA 30533.

Questions regarding Project #LMIG 2024-001 will be accepted in writing only, to the City of Dahlonega Purchasing Agent, Brittany Lee at [blee@dahlonega.gov](mailto:blee@dahlonega.gov) or faxed to 706-864-4837 before 12:00 PM, EST, on January 17, 2024. Responses will be posted by addenda no later than 5:00 PM EST, on January 19, 2024, to [www.dahlonega.gov](http://www.dahlonega.gov).

All bid forms must be accompanied by a Bid Bond in an amount not less than five percent (5%) of the amount of the bid. The successful bidder, if awarded the Contract, will be required to furnish a Performance Bond and Payment Bond, each in the amount of one hundred percent (100%) of the Contract amount.

Bids must be received by 2:00 PM local time on Thursday January 25, 2024, and may be delivered to the Purchasing Department, 465 Riley Road, Dahlonega 30533. Bids shall be clearly marked and sealed, including the appropriate bid number and title. Late bids will not be considered nor returned.

Immediately following the deadline, bids will be publicly opened and read aloud in the City Hall Council Chambers located at 465 Riley Road, Dahlonega, GA 30533.

The bid documents and specifications are available for inspection at City Hall located at 465 Riley Road, Dahlonega, Georgia (Phone 706-864-6133) and on the City's website at [www.dahlonega.gov](http://www.dahlonega.gov).

Bids may not be withdrawn for ninety (90) days after the time and date set for closing, except as allowed by O.C.G.A. §13-10-22. The City reserves the right to reject any or all bids, to award a contract in the best interest of the City, and to waive any technicalities and informalities.

**INVITATION TO BID  
 ASPHALT LEVELING AND RESURFACING  
 CITY STREETS IN DAHLONEGA, GEORGIA  
 LMIG PROJECT #2024-001**

**1.0 INTRODUCTION**

**1.1 Purpose of Procurement**

The City of Dahlonega is requesting sealed bids for leveling and resurfacing of city streets in the city of Dahlonega, Georgia.

**1.2 Schedule of Events**

This Invitation to Bid shall be governed by the following schedule:

DATE	ACTIVITY
December 20, 2023	Release of Invitation to Bid
January 9, 2024 10:00 AM	Mandatory Pre-Bid Meeting held at the City of Dahlonega Council Room at 465 Riley Road, Dahlonega GA. 30533
January 17, 2024 12:00 PM	Deadline for written questions to be submitted to Purchasing Agent
January 19, 2024 5:00 PM	Answers to written questions and all addenda posted on website: <a href="http://www.dahlonega.gov">www.dahlonega.gov</a>
<b>January 25, 2024 2:00 PM</b>	<b>Bids due and bid opening (Bids will be accepted until time of opening.) No bids will be accepted after the due date and time.</b>

**1.3 Restrictions on Communications**

From the issue date of this Invitation to Bid until a contractor is selected and the award is announced, Contractors are not allowed to communicate **for any reason** with any City staff or elected officials except: 1) through the Purchasing Agent named herein, 2) at the Pre-Bid Meeting, if applicable or 3) as provided by existing work agreement(s). The City reserves the right to reject the submittal of any bidder violating this provision.

**1.4 Pre-Bid Meeting**

A **MANDATORY** Pre-Bid meeting will be held January 9, 2024, 10:00 AM EST. The location of the meeting will be the City Hall Council Room located at 465 Riley Road, Dahlonega, Georgia.

## 1.5 Questions & Addenda

All questions concerning this **bid must be submitted in writing** (email is preferred but fax and mail may be used) to the Purchasing Agent no later than 12:00 PM EST on January 17, 2024, local time.

The Inquiries must be directed to:

**Brittany Lee, Purchasing Agent**  
City of Dahlonega  
465 Riley Road  
Dahlonega, Georgia 30533  
[blee@dahlonega.gov](mailto:blee@dahlonega.gov)  
Fax 706-864-4837

No response to inquiries other than written will be binding upon the City. The City of Dahlonega reserves the right to issue written addenda to any inquiries that alter the scope of the Invitation to Bid. Addenda shall be posted to the city website, [www.dahlonega.gov](http://www.dahlonega.gov), no later than January 19, 2023, no later than 5:00 PM EST. A signed copy of the Addenda Acknowledgement Form (Attachment F) shall accompany submitted bids. Bidders are advised to check the website for addenda before submitting their bids.

## 1.6 Contract Term

The contract between the City and the Contractor shall become effective upon signing and shall be completed no later than 180 calendar days from the day the Notice to Proceed is issued. The City reserves the right to terminate the contract at any time if successful bidder fails to meet requirements stated in this Invitation to Bid.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City under this contract.

## 1.7 Bonds

Bid Bonds	5% of total bid amount
Performance and Payment Bond	100% of total contract price (required of awarded vendor only)

Information regarding bonds to be furnished is stated in the General Terms section of this Bid document, Item 3.8 "Bid/Proposal Bonds, Payment Bonds and Performance Bonds".

## 1.8 Submission of Bids

Only sealed bids will be accepted. One (1) original and three (3) copies of the complete signed submittal must be received no later than January 25, 2024, at 2:00 PM EST. Bids must be submitted in a sealed envelope stating on the outside, the vendor's name and address, and marked as "**LMIG PAVING 2024-001.**"

### Required Bid Documents:

- Completed Vendor's Checklist (Attachment A)
- Execution of Bid Form (Attachment B)

- Bidder's Certification (Attachment C)
- Pricing Sheet (Attachment D)
- Certification and Non-Collusion Form (Attachment E)
- Addenda Acknowledgement Form (Attachment F)
- SAVE Affidavit (Attachment G)
- E-Verify Affidavit (Attachment H)
- IRS W-9
- Evidence of Insurance / Certificate of Insurance
- Bid Bond

Bids must be delivered, mailed or shipped to:

**Brittany Lee, Purchasing Agent**  
**City of Dahlonega**  
**465 Riley Road**  
**Dahlonega GA 30533**

Bid responses submitted by fax or electronic mail (email) will NOT be accepted.

Bidders are advised to allow adequate time for shipping. **Many express mail and delivery services do not guarantee overnight delivery by noon to the City.** Any bid received after Thursday January 25, 2024, at 2:00 PM EST, will not be opened. Late bids will be rejected in their entirety.

### **1.9 Withdrawal of Bid Due to Errors**

Bidders shall have up to forty-eight (48) hours to notify the City of Dahlonega Purchasing Department, in writing, of an obvious clerical error made in the calculation of bid in order to withdraw a bid after bid opening. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake. The bidder shall provide evidence that the bid was submitted in good faith, and that the mistake was a clerical mistake as opposed to a judgment mistake. The bidder's original work papers shall be the sole acceptable evidence of error or mistake. If a bid is withdrawn under this provision, the lowest remaining responsive bid shall be deemed low bid.

No bidder who is permitted to withdraw a bid shall for compensation, supply any material or labor, perform any subcontract or other work agreement for the person, or firm to whom the contract is awarded.

Bid withdrawal is not automatically granted and will be allowed solely at the City's discretion.

### **1.10 Award**

Any purchase order/contract awarded pursuant to this Invitation to Bid shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and specifications set forth in this Invitation to Bid. A "responsive bidder" is a bidder who has submitted a bid response, which conforms in all material respects to the bid. A "responsible bidder" is a bidder who has the capacity in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.

**2.0 SCOPE OF WORK**

The scope of work for this project shall consist of leveling and resurfacing with asphalt concrete on various city streets listed in the LMIG Project Report contained in the bid documents for this project. All work will be done in accordance with the 2021 standard specifications from the Georgia Department of Transportation, the Manual on Uniform Traffic Control Devices, and by the special provisions contained in the bid documents for this project.

The City of Dahlonega personnel will be supervising construction of this project.

**2.1 SPECIFICATIONS**

150-3110 Traffic Control: All Traffic control shall be done according to the 2021 GDOT standard specification and the Manual of Uniform Traffic control Devices.

Item 402-3101: Recycled Asphalt: All material, equipment and construction of this item shall be done according to the 2021 Ga. DOT standard specifications. All work shall be included in the price per ton of asphalt.

402-3190: Recycled Asphalt: All material, equipment and construction of this item shall be done according to the 2021 GA DOT Standard Specifications. All work shall be included in the price per ton of Asphalt.

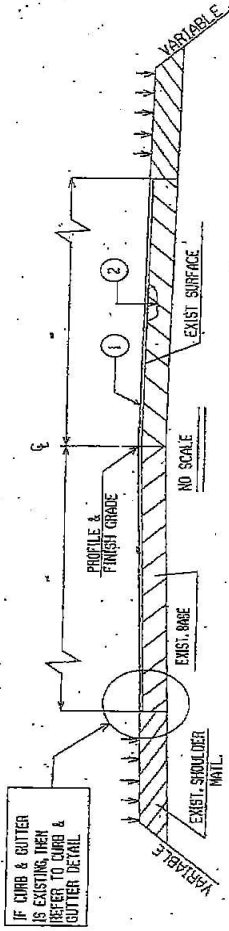
Item 413: Bituminous Tack: All work shall be done in accordance with the 2021 Ga. DOT Standard Specifications. Tack shall be paid for on the actual gallons applied.

Section 108.8: Failure or Delay in Completing Work on Time.  
Liquidating Damages on this project will be \$250.00 per day if not completed by the completion date.

ROAD NAME	BEGIN	END	LENGTH (MILES)	WIDTH (FEET)	DESCRIPTION OF WORK	
					ASPHALT REQUIREMENTS	STRIPING REQUIREMENTS
Sky Country	Wimpy Mill Rd	Hyalite Road	.65	21	Level and Resurface With 165# 12.5 MM	Centerline & Edge Line
TOTAL MILEAGE						

(LET)

# LMIG TYPICAL RESURFACING SECTION



\* SEE PROJECT REPORT SHEETS(S) FOR PAVEMENT WIDTHS

REQ'D (1)          LBS PER SY ASPH CONC 2.5 IN. SUPERPAVE, TP 1, GP1 OR BLEND 1, INCL BITUM MATL & H. LIME

REQ'D (2) ASPH. CONC LEVELING, INCL BITUM MATL & H. LIME, TO BE PLACED AS DIRECTED BY THE ENGINEER.

NOTE: THE LOCAL GOVERNMENT WILL CERTIFY ALL NECESSARY R/W REMOVE OR ADJUST ALL UTILITIES, AND DO THE NECESSARY PATCHING AS DIRECTED BY THE ENGINEER, AT NO COST TO THE DEPARTMENT OF TRANSPORTATION.

NOTE: THE WIDTH OF PAVING OF TURNOUTS FOR SIDEROADS AND DRIVES SHALL BE AS REQUIRED TO PROVIDE A SMOOTH AND WELL DRAINED TRANSITION TO AND FROM PUBLIC ROADS AND DRIVEWAYS, AS APPROVED BY THE ENGINEER.

*1 Ftry 5*

THIS TYPICAL SECTION APPLIES TO PRIORITY #1'S AS SHOWN ON THE LMIG PROJECT REPORT SHEETS(S).

PROJECT NO. LMIG-001

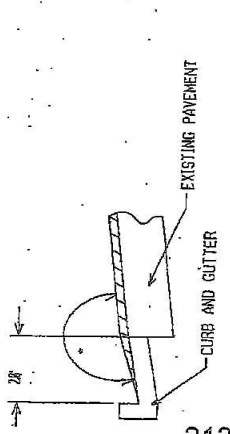
COUNTY         

CITY Dahlonega, GA.

CURB AND GUTTER DETAIL

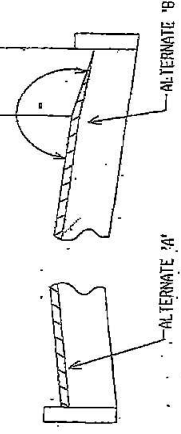
DETAIL FOR FEATHERING SURFACING

CURB AND GUTTER



213

HEADER CURB



NOTE: METHOD OF FEATHERING AT PAVEMENT EDGE ALTERNATE A OR ALTERNATE B SHALL BE DETERMINED BY THE ENGINEER, UNDER NORMAL CONDITIONS, ALTERNATE A SHALL BE USED FOR FEATHERING UNLESS RESURFACING HAS REDUCED THE EFFECTIVE HEIGHT OF THE EXISTING CURB TYPE FACILITY. IN THIS EVENT, ALTERNATE B SHALL BE USED.

NOTE: THE ALGEBRAIC DIFFERENCE BETWEEN THE NEW ROAD SURFACE AND THE FEATHERING IN THE CURB AND GUTTER SHALL NOT EXCEED 7%.

7/04





### **3.0 TERMS AND CONDITIONS**

#### **3.1 Bid Amendments**

The City reserves the right to amend this Bid prior to the bid due date. All addenda and additional information will be posted to the City's website at [www.dahlonga.gov](http://www.dahlonga.gov) no later than 5:00 PM EST on Friday January 19, 2024. It is the Bidder's responsibility to check the website for addenda before submitting a Bid. A signed copy of Addenda Acknowledgement Form (Attachment F) is to be included with the Original Bid.

#### **3.2 Bid Withdrawal**

A submitted bid may be withdrawn prior to the due date by a signed written request to the Purchasing Agent.

#### **3.3 Cost for Preparing Bids**

The cost for developing the bid is the sole responsibility of the Bidder. The City will not provide reimbursement for such costs.

#### **3.4 Conflict of Interest**

If a Bidder has any existing client relationship that involves the City of Dahlonga, the Bidder must disclose each relationship.

#### **3.5 Contractor Selection**

The City reserves the exclusive right to determine which Bidder should be awarded the Contract. The City also reserves the right to reject any or all bids at its discretion with or without cause.

#### **3.6 Negotiations with Apparent Winner**

Prior to award, the apparent winning Bidder will be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized within one (1) week of notification unless extending the time period is advantageous to the City. Failure to resolve differences **will** lead to rejection of the Contractor's bid.

The City reserves the right to negotiate modifications and costs with the successful Bidder provided that no such modifications affect the evaluation criteria set forth herein. This bid is on a unit price basis and the City reserves the right to increase or decrease the quantities estimated for this project at the same unit price is bid. No consideration will be made for changing the unit price either up or down because of this.

The Contractor shall commence work only after the transmittal of a fully executed contract and Notice to Proceed from the City.

#### **3.7 Taxes**

The City of Dahlonga is exempt from taxes; however, the Contractor shall pay all taxes required of him by law. The City cannot exempt others from tax.

### **3.8 Bid/Proposal Bonds, Payment Bonds, Performance Bonds (if required)**

A five percent (5%) Bid Bond and a one hundred percent (100%) Performance and Payment Bond shall be furnished to the City if stated as required in Paragraph 1.7 in the "Introduction" section of this document. Failure to submit appropriate bonding will result in automatic rejection of the bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating.

### **3.9 Compliance with Laws**

The Contractor will comply with all State and Federal laws, rules, and regulations.

### **3.10 Cancellation for Cause**

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.

The City of Dahlonega reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the City without penalty to the City. The City of Dahlonega shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the City and the successful contractor, the City may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful contractor.

If the termination clause is used by the City, the successful contractor will be paid by the City for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

### **3.11 Condition of Materials**

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, and must meet all Georgia Department of Transportation specifications.

### **3.12 Rejection of Submissions/Cancellation of Bids**

The City of Dahlonega reserves the right to reject any or all bids, to waive any irregularity or informality in a bid, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the rights of the City to reject bids that do not contain all elements and information requested in this document. The City of Dahlonega reserves the right to cancel this Invitation to Bid at any time. The City will not be liable for any cost/losses incurred by the Contractors throughout this process.

### 3.13 Non-discrimination

The City of Dahlonega does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

### 3.14 Payment

Contractor shall itemize all invoices in full. The original of the invoice shall be mailed or emailed to:

**City of Dahlonega**  
**Attn: Accounts Payable**  
**465 Riley Road**  
**Dahlonega, GA 30533**

**Accountspayable@dahlonega.gov**

All work must be approved by the city inspector and payment approved by the city manager.

Each invoice must include the following information:

- |                      |  |
|----------------------|--|
| 1. Date of Invoice   | 4. Terms                               |
| 2. Service Performed | 5. All billable items must be itemized |
| 3. Billing Period    | 6. Appropriate Unit of Measure         |

Contractor must furnish documentation identifying that this work has been completed in accordance with specifications, quantities, and price as set forth in the contract.

**Invoices missing any of the information listed above will not be accepted for payment but will be returned to the Contractor for correction.**

### 3.15 Insurance

The Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project.

The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall, during the continuance of all work under the Contract, provide the following:

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$1,000,000.00 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue or any statute or law in force within the State of Georgia, or which may be herein after enacted.

2. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor, its sub-contractors, and the interest of the City, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. The Contractor agrees to maintain Automobile Liability Insurance in an amount of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
4. The Contractor further agrees to protect, defend, indemnify, and hold harmless The City of Dahlonega, its council, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this Bid.
5. The Contractor shall notify the City, in writing, sixty (60) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the City.
6. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination.
7. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the City from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons under its direct employment and of the Sub-contractors and any persons employed by the Sub-contractor.
8. The Contractor and all Sub-contractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.
9. If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the City may be considered. The Contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.
10. A "Certificate of Insurance" showing The City of Dahlonega as the Certificate Holder must be provided prior and incorporated as part of the award contract.

### **3.16 Project Coordination**

The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the City. The City shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the City.

The Contractor hereby agrees to replace any personnel or subcontractor, at no cost or penalty to the City, if the City reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

### **3.17 Accuracy of Work**

The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor or latent defects in the products sold by the Contractor.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the Contractor under this bid, the Contractor shall confer with the City for the purpose of interpreting the information supplied by the Contractor and to correct any errors or omissions. The above consultations, clarifications, and/or corrections shall be made without added compensation to the Contractor. The Contractor shall give immediate attention to these changes so there will be minimum delay to others. The Contractor shall be responsible for errors and omissions and save harmless the City and its agents as provided in this bid.

### **3.18 Ownership**

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the Services required by this Contract, shall be the absolute property of the City and shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the City. Such original documents shall be turned over to the City upon completion of the contract except that Contractor shall have the right to retain copies of the same.

### **3.19 News Releases by Contractor**

As a matter of policy, the City does not endorse the products or services of a Contractor. News releases concerning any resultant contract from this solicitation shall not be made by a Contractor without the prior written approval of the City. All proposed news releases shall be routed to the City of Dahlongega Purchasing Director for review and approval.

### **3.20 Severability/Cancellation**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations

of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

The City and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be City of Dahlonega, Georgia.

The City reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the Contractor to provide acceptable work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

### **3.21 Drug Free Workplace**

By submission of a Bid, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract.
2. Each Contractor who hires a sub-contractor to work in a drug-free workplace shall secure from that sub-contractor the following written certification.
3. As part of the subcontracting agreement with (Contractor's name), (Sub-Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3.
4. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

### **3.22 Assignment of Contractual Rights**

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this bid or his right, title, or interest in or to the same, or any part thereof, without written consent of the City.

### **3.23 Indemnity**

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold the City of Dahlonega harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

### **3.24 Non-Collusive Bidding**

By submitting a response to this Invitation to Bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named and that the Bidder has not directly or indirectly induced or solicited any other vendor to put in a sham bid, or any other person or company to refrain from submitting and that the Bidder has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

### **3.25 Georgia Security and Immigration Compliance**

To comply with the State of Georgia's Security and Immigration Compliance Act, all contractors must comply with regulations by completing the provided affidavits relative to the Compliance Act. All applicable affidavits have been included with this Invitation to Bid and must be signed and provided with the Bid submission.

### **3.26 Appropriation of Funds**

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the City's obligations under said contract(s).

### **3.27 Documents Deemed Part of Contract**

Unless otherwise modified by the Contract, the City of Dahlonega's Invitation to Bid issued December 20, 2024, and any addendums issued thereto, and the Project Manual containing Specifications and Special Provisions shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated therein.



**ATTACHMENT A  
ASPHALT LEVELING AND RESURFACING  
CITY STREETS IN DAHLONEGA, GEORGIA  
LMIG PROJECT #2024-001**

**VENDOR'S CHECKLIST AND BID SUBMITTAL PACKET**

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

Please indicate you have completed the following documentation and submit them in the following order.

- \_\_\_\_\_ Vendor's Checklist
- \_\_\_\_\_ Execution of Bid Form
- \_\_\_\_\_ Bidder's Certification
- \_\_\_\_\_ Pricing Sheet
- \_\_\_\_\_ Certification and Non-Collusion Form
- \_\_\_\_\_ Addenda Acknowledgment Form
- \_\_\_\_\_ SAVE Affidavit
- \_\_\_\_\_ E-Verify Affidavit
- \_\_\_\_\_ IRS W-9
- \_\_\_\_\_ Evidence of Insurance / Certificate of Insurance
- \_\_\_\_\_ Signed Contract (Signing of the contract will expedite the award process.  
If you choose not to sign, the submitted bid will NOT be disallowed.)
- \_\_\_\_\_ Bid Bond

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**CERTIFICATION SIGNATURES FOR ATTACHMENT A**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**

**ATTACHMENT B  
ASPHALT LEVELING AND RESURFACING  
CITY STREETS IN DAHLONEGA, GEORGIA  
LMIG PROJECT #2024-001**

**EXECUTION OF BID FORM**

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

The potential Contractor certifies the following by placing an “X” in all blank spaces:

- \_\_\_\_\_ That this bid was signed by an authorized representative of the business.
- \_\_\_\_\_ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- \_\_\_\_\_ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- \_\_\_\_\_ That the potential Contractor agrees to the conditions as set forth in this Invitation to Bid with no exceptions.

Therefore, in compliance with the foregoing Invitation to Bid, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this bid is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**CERTIFICATION SIGNATURES FOR ATTACHMENT B**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**

**ATTACHMENT C  
ASPHALT LEVELING AND RESURFACING  
CITY STREETS IN DAHLONEGA, GEORGIA  
LMIG PROJECT #2024-001**

**BIDDER'S CERTIFICATION**

Date of Bid: \_\_\_\_\_

I certify that this Bid is submitted without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same goods/services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all terms and conditions stated of this document and certify that I am authorized to sign this bid for the bidder.

I acknowledge that this Project will be constructed in English units.

I certify that I have carefully examined the requirements for this project and the specifications included in and made a part of this bid and have also personally examined the site of the work. I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials in the manner specified.

I understand the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increase or decrease quantities of work or extra work on the basis provided for in the Specifications.

I also hereby agree that the City of Dahlonega would suffer damages in a sum equal to at least the amount of the enclosed Bid Guaranty, in the event my bid should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Bid Guaranty shall be and is hereby forfeited to the City of Dahlonega as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract agreement described in the Invitation to Bid as soon as the work is awarded to me, and to begin and complete the work within the time limit provided. I also propose to furnish a Contract Bond, approved by the City of Dahlonega, as required by the laws of the State of Georgia. This bond shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia and the City of Dahlonega.

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**

**BIDDER'S CERTIFICATION PAGE 2**

**Bidder Information**  
(Type or Print)

**Name and Mailing Address**  
(Where to Send Payment)

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
**Accounting Office** Phone Number

\_\_\_\_\_  
**Accounting Office** Contact Name

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Tax ID Number

OR

\_\_\_\_\_  
Social Security Number

**Name and Title of Person Authorized to Sign**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

*Sworn to and signed before me, a Notary Public, this \_\_\_\_\_ day of, in the year \_\_\_\_\_.*

*Notary Public in and for the City of \_\_\_\_\_, State of \_\_\_\_\_.*

*Notary Public Signature and Seal: \_\_\_\_\_*

*My Commission Expires: \_\_\_\_\_*

**Bids not signed shall be declared as "Non-Responsive" and may not be considered for award.**

**ATTACHMENT D  
 ASPHALT LEVELING AND RESURFACING  
 CITY STREETS IN DAHLONEGA, GEORGIA  
 LMIG PROJECT #2024-001**

**PRICING SHEET**

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

LINE NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY AND UNITS	UNIT PRICE (DOLLARS/CENTS)	DOLLARS/CENTS
0005	150-1000 Traffic Control	Lump Sum		
0010	402-1812 Recycled Asphalt Concrete Leveling, Including Bitum Matl and H Lime	150 TN		
0015	402-3130 Recycled Asphalt Concrete 12.5 MM Super Pave Gp 2 Only, Including Bitum Matl and H Lime	670 TN		
0020	413-1000 Bitum Tack Coat	1350 Gal		
<b>TOTAL BID</b>				

I certify the above bid as all-inclusive and final per document specifications.

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Date

**CERTIFICATION SIGNATURES FOR ATTACHMENT D**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**

**ATTACHMENT E  
ASPHALT LEVELING AND RESURFACING  
CITY STREETS IN DAHLONEGA, GEORGIA  
LMIG PROJECT #2024-001**

**CERTIFICATION AND NON-COLLUSION FORM**

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

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damages awards.

I certify that this bid has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the bidder or the bidder's associates with any City staff or elected officials since the date this Invitation to Bid was issued except: 1) through the Purchasing Agent of the City, 2) at the Pre-bid conference, or 3) as provided by existing work agreement(s). I understand the City reserves the right to reject the bid submitted by any bidder violating this provision.

I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**CERTIFICATION SIGNATURES FOR ATTACHMENT E**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**

**ATTACHMENT F  
ASPHALT LEVELING AND RESURFACING  
CITY STREETS IN DAHLONEGA, GEORGIA  
LMIG PROJECT #2024-001**

**ADDENDA ACKNOWLEDGEMENT FORM**

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

The bidder has examined and carefully studied the Invitation to Bid and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum Number \_\_\_\_\_

Addendum Number \_\_\_\_\_

Addendum Number \_\_\_\_\_

Addendum Number \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**CERTIFICATION SIGNATURES FOR ATTACHMENT F**

*Vendors must acknowledge any issued addenda. Bids which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the City's requirements.*

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**

**ATTACHMENT G  
ASPHALT LEVELING AND RESURFACING  
CITY STREETS IN DAHLONEGA, GEORGIA  
LMIG PROJECT #2024-001**

**SAVE AFFIDAVIT**

(SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS)

AFFIDAVIT FOR PUBLIC BENEFIT AS REQUIRED BY THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

By executing this affidavit under oath, as an applicant for public benefit as referenced in the Georgia Security and Immigration Compliance Act (O.C.G.A. §50-36-1), I am stating the following:

- 1) \_\_\_\_ I am a United States Citizen
- 2) \_\_\_\_ I am a legal permanent resident of the United States
- 3) \_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.  
My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

**\*\*\*The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. §50-36-1 (e)(1), with this affidavit. Some examples of secure and verifiable document: driver's license, passport, military identification.**

**In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. 16-10-20, and face criminal penalties as allowed by such criminal statute.**

Executed in \_\_\_\_\_ (city) \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

**SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_**

\_\_\_\_\_  
**NOTARY PUBLIC**  
My Commission Expires: \_\_\_\_\_



**ATTACHMENT H**  
**ASPHALT LEVELING AND RESURFACING**  
**CITY STREETS IN DAHLONEGA, GEORGIA**  
**LMIG PROJECT #2024-001**

**E-VERIFY AFFIDAVIT**

The City of Dahlonega and the Contractor agree that compliance with the requirements of O.C.G.A. §13-10-91 are conditions of the agreement for the physical performance of services. By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dahlonega has registered with and is participating in the federal work authorization program known as "E-Verify" to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91. The undersigned Contractor also verifies use of the federal work authorization program throughout the contract period.

The Undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dahlonega, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided by the Georgia Department of Audits and Accounts or a substantially similar form. Contractor further agrees to advise the City of Dahlonega of the hiring of a new subcontractor and will obtain a Subcontractor Affidavit within five (5) days of the hiring before the Subcontractor begins working on the project. Contractor agrees to maintain all records of such compliance for inspection by the City of Dahlonega at any time and to provide a copy of each such verification to the City of Dahlonega at the time the Subcontractor(s) is retained to perform such services.

**Contractor Affidavit under O.C.G.A. §13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of City of Dahlonega has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____	_____
E-Verify Number	Name of Project
_____	_____
Date of Authorization	Name of Public Employer
_____	_____
Name of Contractor	

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_ in \_\_\_\_\_, \_\_\_\_\_.

(date) (city) (state)

_____	SUBSCRIBED AND SWORN BEFORE ME
Signature of Authorized Officer or Agent	ON THIS THE ____ DAY OF _____, 202__.

_____	NOTARY PUBLIC
Name and Title of Authorized Officer or Agent	My Commission Expires: _____

**CONTRACT**  
**ASPHALT LEVELING AND RESURFACING**  
**CITY STREETS IN DAHLONEGA, GEORGIA**  
**LMIG PROJECT #2024-001**

This agreement is made and entered into between the governing authority of City of Dahlonega, hereinafter referred to as “City of Dahlonega”, a political subdivision of the State of Georgia, and \_\_\_\_\_, hereinafter referred to as “Contractor”.

Whereas, in consideration of the mutual benefits accruing to each party, the parties hereby agree as follows:

**A. Summary of Work and Payment:**

1. Contractor shall perform leveling and resurfacing with asphalt concrete on the city streets listed in the scope of work and specifications section of the invitation to bid issued December 20,2024. All work will be done in accordance with the 2021 State of Georgia Standard Specifications as modified by the Special Provisions contained in the Bid Documents for this project.

City of Dahlonega personnel will be supervising the construction of this project.

2. Contractor shall be authorized to begin work upon the issuance of a Notice to Proceed from City of Dahlonega. All work shall be completed no later than 180 calendar days from the day the Notice to Proceed is issued.

3. The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Contractor’s authorized representative, who shall be authorized to receive and accept any and all communications from the City. The City shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the City.

4. The Contractor hereby agrees to replace any personnel or subcontractor, at no cost or penalty to the City, if the City reasonably determines that the performance of any subcontractor or personnel is unsatisfactory.

5. Contractor shall be paid for work performed under this Contract on a unit price basis as follows:

LINE NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE (DOLLARS/CENTS)
0005	150-1000 Traffic Control	Lump Sum	\$
0010	402-1812 Recycled Asphalt Concrete Leveling, Including Bitum Matl and H Lime	Ton	\$
0015	402-3130 Recycled Asphalt Concrete 12.5 MM Super Pave GP 2 only, including Bitum Material and H Lime	Ton	\$
0020	413-1000 Bitum Tack Coat	Gal	\$

Payment shall be made according to the terms contained in the Invitation to Bid.

**B. Bonds:**

Contractor shall, prior to commencing work, provide and shall maintain, during the continuance of all work under the Contract, all Bonds required in the Invitation to Bid.

**C. Liability:**

Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this Contract.

Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

Contractor shall be liable for any collateral damage (such as broken curbs, crushed sidewalks, broken water meters, etc.) caused as a result of its work under this Contract. Contractor shall restore and/or repair, at Contractor's cost, any and all collateral damage, including, but not limited to, damage to infrastructure, back to its pre-existing condition if the damage was caused by Contractor's activities.

**D. Insurance:**

The Contractor shall, during the continuance of all work under the Contract, provide and maintain all insurance policies required by the Invitation to Bid.

**E. Assignment of Contractual Rights and Subcontracting:**

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of this contract or its right, title, or interest in or to the same, or any part thereof, without written consent of the City.

Contractor shall not subcontract any work without the express written consent of the City. The City must approve all subcontractors.

**F. Indemnity:**

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold City of Dahlonega harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

**G. Documents Deemed Part of Contract:**

Unless otherwise modified by this Contract, the City of Dahlonega's Invitation to Bid issued December 21, 2022, and any addendums issued thereto, and the Project Manual containing Specifications and Special Provisions shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated herein.

**H. Severability:**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State or Georgia, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

**I. Dispute Resolution:**

City of Dahlonega and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

**J. Cancellation:**

The City of Dahlonega reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations, is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the Contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the City without penalty to City of Dahlonega. The City of Dahlonega shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained herein, the City may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the Contractor.

If the termination clause is used by the City, the Contractor will be paid by the City for all scheduled work completed satisfactorily by the Contractor up to the termination date set forth in the written termination notice.

**K. Safe Working Environment and Drug Free Workplace**

Contractor shall provide a safe working environment.

Contractor certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract.
2. If Contractor hires a Sub-contractor to work in a drug-free workplace, Contractor shall secure from that Sub-contractor the following written certification:

As part of the subcontracting agreement with (Contractor's name), (Subcontractor's name) certifies to the Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3.

The Contractor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

**L. Amendments or Modifications:**

All contract amendments or modifications must be in writing and signed by all parties.

**M. Notices:**

Any notice, order, instruction, claim, or other written communication required or permitted under this contract shall be deemed to have been delivered or received:

1. Upon personal delivery to the Contractor or his authorized representative, which delivery may be accomplished by in person hand delivery, via bona fide overnight express service or telephonic facsimile transmission; or

2. Three (3) days after depositing in the United States mail a letter which is either certified or registered, with return receipt requested, addressed to the Contractor at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and to City of Dahlonega at the following address:

Attn Allison Martain, City Manager  
465 Riley Road  
Dahlonega, Georgia 30533

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**City of Dahlonega:**

**Contractor:**

\_\_\_\_\_  
JoAnne Taylor  
City of Dahlonega Mayor

\_\_\_\_\_  
Company Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

[Corporate Seal]

\_\_\_\_\_  
Mary Csukas  
City of Dahlonega Clerk

CITY OF DAHLONEGA  
 BID OPENING  
 JANUARY 25, 2024, 2:00PM

ASHALT LEVELING AND RESURFACING  
 CITY STREETS IN DAHLONGEA, GEORGIA  
 LMIG PROJECT #2024-001

Contractor	Attachments								W-9	Ins	Bond	Price
	A	B	C	D	E	F	G	H				
Allied Paving	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$144,887.50
Blount Construction	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$132,997.82
Colditz Trucking	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$111,307.12
Colwell Construction	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	\$129,729.50
Garret Paving	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$97,827.75
Vertical Earth	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$118,983.67

Opened By: Chris Ford

Attendees: Blount Const. Blake Merritt Allied Paving Wes Gaddis  
Vertical Earth Kyle Hamilton Brittany Lee, City of Dah.  
Garrett Paving - Tyler Watson Vince Hunsinger City of Dah.  
Colwell Const. Steve Davenport Mark Buchanan, City of Dahlonega  
City of Dah. Charles Trammell



**CITY OF DAHLONEGA  
INVITATION TO BID**

**ASPHALT LEVELING AND RESURFACING  
CITY STREETS IN DAHLONEGA, GEORGIA  
IN HOUSE PAVING PROJECT #2024-002**

***ISSUING AGENCY***

***CITY OF DAHLONEGA  
465 RILEY ROAD  
DAHLONEGA, GA 30533  
PHONE: 706-482-2721  
FAX: 706-864-4837***

***ISSUE DATE***

***December 20, 2023***

***PURCHASING AGENT (CITY CONTACT)***

***Brittany Lee***

***PRE-BID MEETING (MANDATORY)***

***January 9, 2024, 10:30 AM***

***BID CLOSING DATE***

***January 25, 2024, 2:30 PM***

**BIDS ARE DUE AT THE ADDRESS SHOWN ABOVE NO LATER THAN**

**Thursday, January 25, 2024 AT 2:30 PM EST.**

**ELECTRONIC SUBMISSIONS VIA E-MAIL OR FAX WILL NOT BE ACCEPTED.**

**THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS INVITATION TO BID (ITB) ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.**

## INVITATION TO BID

### ASPHALT LEVELING AND RESURFACING CITY STREETS IN DAHLONEGA, GEORGIA IN HOUSE PAVING PROJECT #2024-002

The City of Dahlonega is requesting sealed bids for the asphalt leveling and resurfacing on various city streets in the City of Dahlonega.

Work is as specified in the Bid Document and is to be done in accordance with current GDOT standards and specifications. Bidders are required to carefully examine the specifications contained in this bid document.

A Mandatory pre-bid meeting will be held on Tuesday, January 9, 2024, at 10:30 AM, EST at the City Hall Council Chambers at 465 Riley Road, Dahlonega, GA 30533

Questions regarding Project #2024-002 will be accepted in writing only, to the City of Dahlonega Purchasing Agent, Brittany Lee at [blee@dahlonega.gov](mailto:blee@dahlonega.gov) or faxed to 706-864-4837 before 12:00PM, EST, on January 17, 2024. Responses will be posted by addenda no later than 5:00 PM EST, on January 19, 2024, to [www.dahlonega.gov](http://www.dahlonega.gov)

All bid forms must be accompanied by a Bid Bond in an amount not less than five percent (5%) of the amount of the bid. The successful bidder, if awarded the Contract, will be required to furnish a Performance Bond and Payment Bond, each in the amount of one hundred percent (100%) of the Contract amount.

Bids must be received by 2:30 PM local time on Thursday, January 25, 2024, and may be delivered to the Purchasing Department, 465 Riley Road, Dahlonega 30533. Bids shall be clearly marked and sealed, including the appropriate bid number and title. Late bids will not be considered nor returned.

Immediately following the deadline, bids will be publicly opened and read aloud in the City Hall Council Chambers located at 465 Riley Road, Dahlonega, GA 30533.

The bid documents and specifications are available for inspection at City Hall located at 465 Riley Road, Dahlonega, Georgia (Phone 706-864-6133) and on the City's website at [www.dahlonega.gov](http://www.dahlonega.gov)

Bids may not be withdrawn for ninety (90) days after the time and date set for closing, except as allowed by O.C.G.A. §13-10-22. The City reserves the right to reject any or all bids, to award a contract in the best interest of the City, and to waive any technicalities and informalities.



**INVITATION TO BID  
ASPHALT LEVELING AND RESURFACING  
CITY STREETS IN DAHLONEGA, GEORGIA  
IN HOUSE PAVING PROJECT #2024-002**

**1.0 INTRODUCTION**

**1.1 Purpose of Procurement**

The City of Dahlonega is requesting sealed bids for asphalt leveling and resurfacing of various city streets in Dahlonega, Georgia.

**1.2 Schedule of Events**

This Invitation to Bid shall be governed by the following schedule:

DATE	ACTIVITY
December 20, 2023	Release of Invitation to Bid
January 9, 2024 10:30 AM	Mandatory Pre-Bid Meeting held at City of Dahlonega Council Room at 465 Riley Road, Dahlonega, GA 30533
January 17, 2024 12:00 PM	Deadline for written questions to be submitted to Purchasing Agent
January 19, 2024 5:00 PM	Answers to written questions and all addenda posted on website: <a href="http://www.dahlonega.gov">www.dahlonega.gov</a>
<b>January 25, 2024 2:30 PM</b>	<b>Bids due and bid opening (Bids will be accepted until time of opening. No bids will be accepted after the due date and time.</b>

**1.3 Restrictions on Communications**

From the issue date of this Invitation to Bid until a contractor is selected and the award is announced, Contractors are not allowed to communicate **for any reason** with any City staff or elected officials except: 1) through the Purchasing Agent named herein, 2) at the Pre-Bid Meeting, if applicable or 3) as provided by existing work agreement(s). The City reserves the right to reject the submittal of any bidder violating this provision.

**1.4 Pre-Bid Meeting**

A **MANDATORY** Pre-Bid meeting will be held January 9, 2024, at 10:30 AM EST. The location of the meeting will be the City Hall Council Room located at 465 Riley Road, Dahlonega, Georgia.

## 1.5 Questions & Addenda

All questions concerning this **bid must be submitted in writing** (email is preferred but fax and mail may be used) to the Purchasing Agent no later than 12:00 PM EST on January 17, 2024, local time.

The Inquiries must be directed to:

**Brittany Lee, Purchasing Agent**  
City of Dahlonega  
465 Riley Road  
Dahlonega, Georgia 30533  
[blee@dahlonega.gov](mailto:blee@dahlonega.gov)  
Fax 706-864-4837

No response to inquiries other than written will be binding upon the City. The City of Dahlonega reserves the right to issue written addenda to any inquiries that alter the scope of the Invitation to Bid. Addenda shall be posted to the city website [www.dahlonega.gov](http://www.dahlonega.gov), no later than January 19, 2024, no later than 5:00 PM EST. A signed copy of the Addenda Acknowledgement Form (Attachment F) shall accompany submitted bids. Bidders are advised to check the website for addenda before submitting their bids.

## 1.6 Contract Term

The contract between the City and the Contractor shall become effective upon signing and shall be completed no later than 180 calendar days from the day the Notice to Proceed is issued. The City reserves the right to terminate contract at any time if successful bidder fails to meet requirements stated in this Invitation to Bid.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City under this contract.

## 1.7 Bonds

Bid Bonds	5% of total bid amount
Performance and Payment Bond	100% of total contract price (Required of awarded vendor only)

Information regarding bonds to be furnished is stated in the General Terms section of this Bid document, Item 3.8 "Bid/Proposal Bonds, Payment Bonds and Performance Bonds".

## 1.8 Submission of Bids

Only sealed bids will be accepted. One (1) original and three (3) copies of the complete signed submittal must be received no later than Thursday, January 25, 2024, at 2:30 PM EST. Bids must be submitted in a sealed envelope stating on the outside, the vendor's name and address, and marked as "**IN HOUSE PAVING PROJECT #2024-002**".

### Required Bid Documents:

- Completed Vendor's Checklist (Attachment A)

- Execution of Bid Form (Attachment B)
- Bidder's Certification (Attachment C)
- Pricing Sheet (Attachment D)
- Certification and Non-Collusion Form (Attachment E)
- Addenda Acknowledgement Form (Attachment F)
- SAVE Affidavit (Attachment G)
- E-Verify Affidavit (Attachment H)
- Evidence of Insurance / Certificate of Insurance
- Bid Bond

Bids must be delivered, mailed or shipped to:

**Brittany Lee, Purchasing Agent**  
**City of Dahlonega 465 Riley Road**  
**Dahlonega GA 30533**

Bid responses submitted by fax or electronic mail (email) will NOT be accepted.

Bidders are advised to allow adequate time for shipping. **Many express mail and delivery services do not guarantee overnight delivery by noon to the City.** Any bid received after Thursday, January 25, 2024, at 2:30 PM EST, will not be opened. Late bids will be rejected in their entirety.

#### **1.9 Withdrawal of Bid Due to Errors**

Bidders shall have up to forty-eight (48) hours to notify the City of Dahlonega Purchasing Department, in writing, of an obvious clerical error made in the calculation of bid in order to withdraw a bid after bid opening. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake. The bidder shall provide evidence that the bid was submitted in good faith, and that the mistake was a clerical mistake as opposed to a judgment mistake. The bidder's original work papers shall be the sole acceptable evidence of error or mistake. If a bid is withdrawn under this provision, the lowest remaining responsive bid shall be deemed low bid.

No bidder who is permitted to withdraw a bid shall for compensation, supply any material or labor, perform any subcontract or other work agreement for the person, or firm to whom the contract is awarded.

Bid withdrawal is not automatically granted and will be allowed solely at the City's discretion.

#### **1.10 Award**

Any purchase order / contract awarded pursuant to this Invitation to Bid shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and specifications set forth in this Invitation to Bid. A "responsive bidder" is a bidder who has submitted a bid response, which conforms in all material respects to the bid. A "responsible bidder" is a bidder who has the capacity in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.

## 2.0 SCOPE OF WORK

The scope of work for this project shall consist of leveling and resurfacing with asphalt concrete on various city streets listed in the In House Project Report contained in the bid documents for this project. All work will be done in accordance with the 2021 standard specifications from the Ga. Dept. of Transportation, the Manual on Uniform Traffic Control Devices, and by the special provisions contained in the bid documents for this project.

The City of Dahlonega personnel will be supervising construction of this project.

## 2.1 SPECIFICATIONS

150-3110 Traffic Control: All Traffic control shall be done according to the 2021 GDOT standard specification and the Manual of Uniform Traffic control Devices.

Item 402:3101 Recycled Asphalt: All material, equipment and construction of this item shall be done according to the 2021 Ga. DOT Standard Specifications. All work shall be included in the price per ton of asphalt.

Item 402:3190 Recycled Asphalt: All material, equipment and construction of this item shall be done according to the 2021 GA. DOT Standard Specifications. All work shall be included in the price per ton of asphalt.

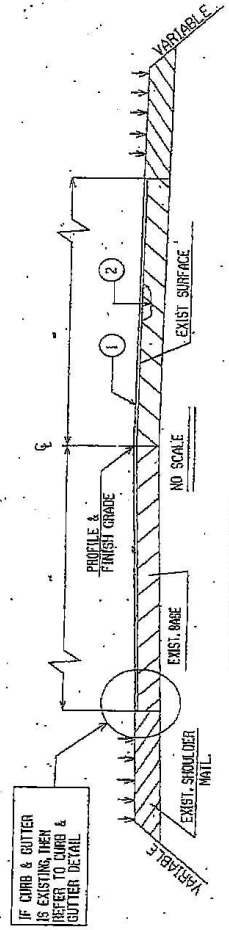
Item 413: Bituminous Tack. All work shall be done in accordance with the 2013 Ga. DOT Standard Specifications. Tack shall be paid for on the actual gallons applied.

Section 108.8: Failure or Delay in Completing Work on Time.  
Liquidating Damages on this project will be \$250.00 per day if not completed by the completion date.

ROAD NAME	BEGIN	END	LENGTH (MILES)	WIDTH (FEET)	DESCRIPTION OF WORK	
					ASPHALT REQUIREMENTS	STRIPING REQUIREMENTS
Crown Mountain Dr.	Calhoun Rd.	SR 60	.77	20	Level and overlay with 165 #/sqyd of 12.5 mm	
Mountain Drive	Crown Mountain Dr.	SR 60	.55	20	Level and overlay with 165 #/sqyd of 12.5 mm	
TOTAL MILEAGE			1.32			

(LET)

# LMIG TYPICAL RESURFACING SECTION



\* SEE PROJECT REPORT SHEETS FOR PAVEMENT WIDTHS

REQ'D ① — LBS PER SY ASPH CONC 2.5 MM SUPERPAVE, TP 1, GP1 OR BLEND 1, INCL BITUM MATL & H. LIME  
 REQ'D ② ASPH. CONC LEVELING, INCL BITUM MATL & H. LIME, TO BE PLACED AS DIRECTED BY THE ENGINEER.

NOTE: THE LOCAL GOVERNMENT WILL CERTIFY ALL NECESSARY R/W, REMOVE OR ADJUST ALL UTILITIES, AND DO THE NECESSARY PATCHING, AS DIRECTED BY THE ENGINEER, AT NO COST TO THE DEPARTMENT OF TRANSPORTATION.

NOTE: THE WIDTH OF PAVING OF TURNOUTS FOR SIDEROADS AND DRIVES SHALL BE AS REQUIRED TO PROVIDE A SMOOTH AND WELL DRAINED TRANSITION TO AND FROM PUBLIC ROADS AND DRIVEWAYS, AS APPROVED BY THE ENGINEER.

THIS TYPICAL SECTION APPLIES TO PRIORITY #1(S)  
 AS SHOWN ON THE LMIG PROJECT REPORT SHEET(S).

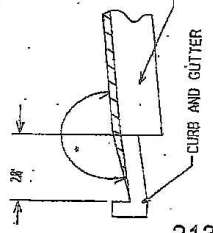
1 Hwy 5

PROJECT NO. LMIG-001  
 COUNTY. Dahlonega, GA.  
 CITY Dahlonega, GA.

CURB AND GUTTER DETAIL

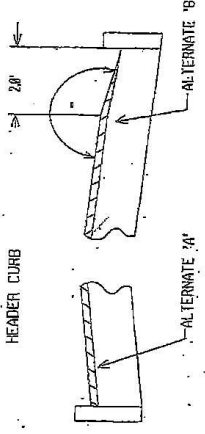
DETAIL FOR FEATHERING SURFACING

CURB AND GUTTER



213

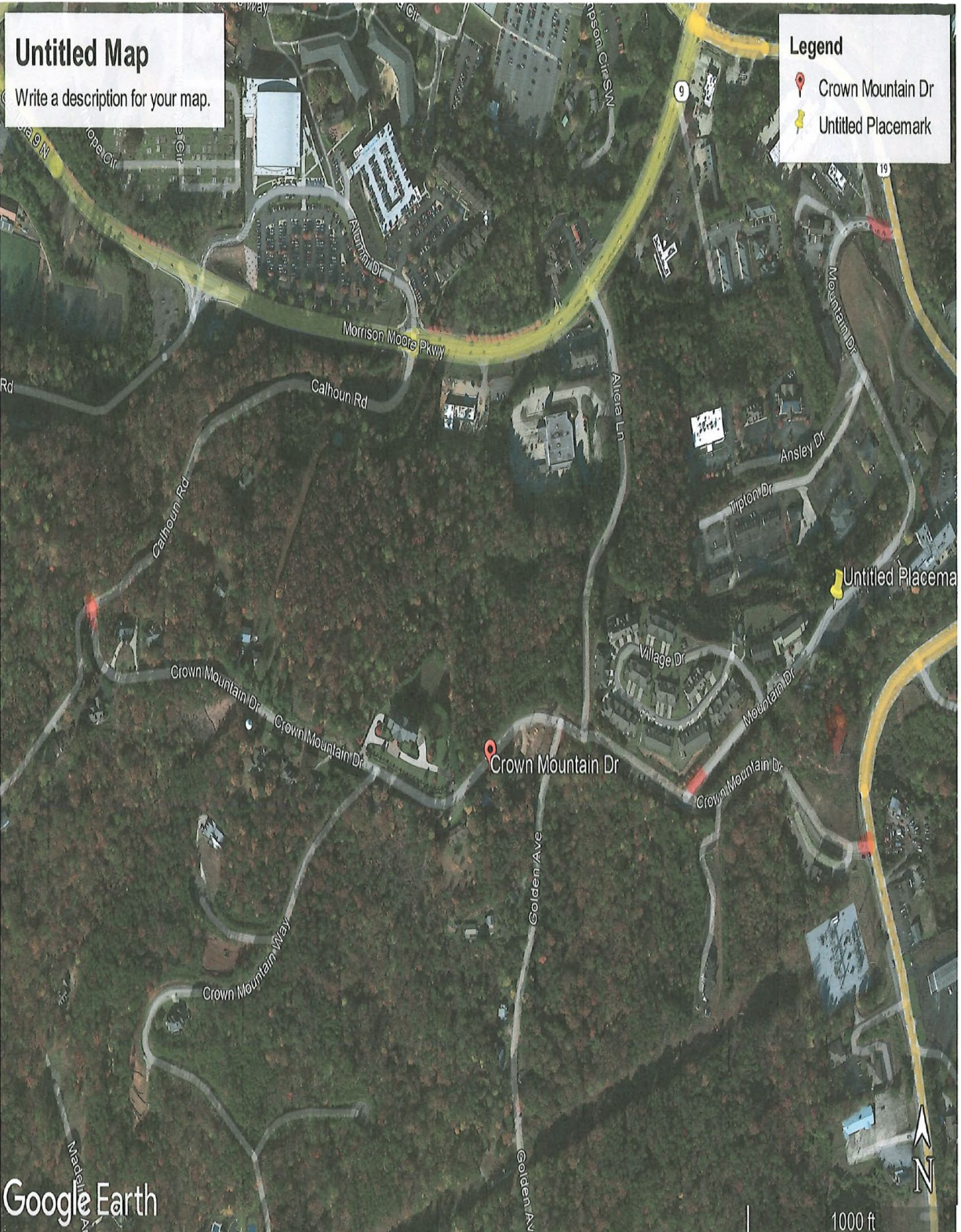
HEADER CURB



NOTE: METHOD OF FEATHERING AT PAVEMENT EDGE ALTERNATE A OR ALTERNATE B SHALL BE DETERMINED BY THE ENGINEER, UNDER NORMAL CONDITIONS. ALTERNATE A SHALL BE USED FOR FEATHERING UNLESS RESURFACING HAS REDUCED THE EFFECTIVE HEIGHT OF THE EXISTING CURB TYPE FACILITY. IN THIS EVENT, ALTERNATE 'B' SHALL BE USED.

NOTE: THE ALGEBRAIC DIFFERENCE BETWEEN THE NEW RIDING SURFACE AND THE FEATHERING IN THE CURB AND GUTTERS SHALL NOT EXCEED 7%.

7/84



### **3.0 TERMS AND CONDITIONS**

#### **3.1 Bid Amendments**

The City reserves the right to amend this Bid prior to the bid due date. All addenda and additional information will be posted to the City's website at [www.dahlongega.gov](http://www.dahlongega.gov) no later than 5:00 PM EST on January 19, 2024. It is the Bidder's responsibility to check the website for addenda before submitting a Bid. A signed copy of Addenda Acknowledgement Form (Attachment F) is to be included with the Original Bid.

#### **3.2 Bid Withdrawal**

A submitted bid may be withdrawn prior to the due date by a signed written request to the Purchasing Agent.

#### **3.3 Cost for Preparing Bids**

The cost for developing the bid is the sole responsibility of the Bidder. The City will not provide reimbursement for such costs.

#### **3.4 Conflict of Interest**

If a Bidder has any existing client relationship that involves the City of Dahlongega, the Bidder must disclose each relationship.

#### **3.5 Contractor Selection**

The City reserves the exclusive right to determine which Bidder should be awarded the Contract. The City also reserves the right to reject any or all bids at its discretion with or without cause.

#### **3.6 Negotiations with Apparent Winner**

Prior to award, the apparent winning Bidder will be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized within one (1) week of notification unless extending the time period is advantageous to the City. Failure to resolve differences **will** lead to rejection of the Contractor's bid.

The City reserves the right to negotiate modifications and costs with the successful Bidder provided that no such modifications affect the evaluation criteria set forth herein. This bid is on a unit price basis and the City reserves the right to increase or decrease the quantities estimated for this project at the same unit price is bid. No consideration will be made for changing the unit price either up or down because of this.

The Contractor shall commence work only after the transmittal of a fully executed contract and Notice to Proceed from the City.

#### **3.7 Taxes**

The City of Dahlongega is exempt from taxes; however, the Contractor shall pay all taxes required of him by law. The City cannot exempt others from tax.

### **3.8 Bid/Proposal Bonds, Payment Bonds, Performance Bonds (if required)**

A five percent (5%) Bid Bond and a one hundred percent (100%) Performance and Payment Bond shall be furnished to the City if stated as required in Paragraph 1.7 in the "Introduction" section of this document. Failure to submit appropriate bonding will result in automatic rejection of the bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating.

### **3.9 Compliance with Laws**

The Contractor will comply with all State and Federal laws, rules, and regulations.

### **3.10 Cancellation for Cause**

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation,

The City of Dahlonega reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the City without penalty to the City. The City of Dahlonega shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the City and the successful contractor, the City may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful contractor.

If the termination clause is used by the City, the successful contractor will be paid by the City for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

### **3.11 Condition of Materials**

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, and must meet all Georgia Department of Transportation specifications.

### **3.12 Rejection of Submissions/Cancellation of Bids**

The City of Dahlonega reserves the right to reject any or all bids, to waive any irregularity or informality in a bid, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the rights of the City to reject bids that do not contain all elements and information requested in this document. The City of Dahlonega reserves the right to cancel this Invitation to Bid at any time. The City will not be liable for any cost/losses incurred by the Contractors throughout this process.



### 3.13 Non-discrimination

The City of Dahlonega does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

### 3.14 Payment

Contractor shall itemize all invoices in full. The original of the invoice shall be mailed or emailed to:

**City of Dahlonega**  
**Attn: Accounts Payable**  
**465 Riley Road**  
**Dahlonega, GA 30533**

**Accountspayable@dahlonega.gov**

All work must be approved by the city inspector and payment approved by the city manager.

Each invoice must include the following information:

- |                      |  |
|----------------------|--|
| 1. Date of Invoice   | 4. Terms                               |
| 2. Service Performed | 5. All billable items must be itemized |
| 3. Billing Period    | 6. Appropriate Unit of Measure         |

Contractor must furnish documentation identifying that this work has been completed in accordance with specifications, quantities, and price as set forth in the contract.

**Invoices missing any of the information listed above will not be accepted for payment but will be returned to the Contractor for correction.**

### 3.15 Insurance

The Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project.

The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall, during the continuance of all work under the Contract, provide the following:

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$1,000,000.00 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be herein after enacted.

2. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor, its sub-contractors, and the interest of the City, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. The Contractor agrees to maintain Automobile Liability Insurance in an amount of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
4. The Contractor further agrees to protect, defend, indemnify, and hold harmless The City of Dahlonega, its council, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this Bid.
5. The Contractor shall notify the City, in writing, sixty (60) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the City.
6. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination.
7. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the City from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons under its direct employment and of the Sub-contractors and any persons employed by the Sub-contractor.
8. The Contractor and all Sub-contractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.
9. If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the City may be considered. The Contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

**A "Certificate of Insurance" showing The City of Dahlonega as the Certificate Holder must be provided prior and incorporated as part of the award contract.**

### **3.16 Project Coordination**

The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the City. The City shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the City.

The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the City, if the City reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

### **3.17 Accuracy of Work**

The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor or latent defects in the products sold by the Contractor.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the Contractor under this bid, the Contractor shall confer with the City for the purpose of interpreting the information supplied by the Contractor and to correct any errors or omissions. The above consultations, clarifications, and/or corrections shall be made without added compensation to the Contractor. The Contractor shall give immediate attention to these changes so there will be minimum delay to others. The Contractor shall be responsible for errors and omissions and save harmless the City and its agents as provided in this bid.

### **3.18 Ownership**

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the Services required by this Contract, shall be the absolute property of the City and shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the City. Such original documents shall be turned over to the City upon completion of the contract except that Contractor shall have the right to retain copies of the same.

### **3.19 News Releases by Contractor**

As a matter of policy, the City does not endorse the products or services of a Contractor. News releases concerning any resultant contract from this solicitation shall not be made by a Contractor without the prior written approval of the City. All proposed news releases shall be routed to the City of Dahlenega Purchasing Director for review and approval.

### **3.20 Severability/Cancellation**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations

of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

The City and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be City of Dahlonega, Georgia,

The City reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the Contractor to provide acceptable work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

### **3.21 Drug Free Workplace**

By submission of a Bid, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract.
2. Each Contractor who hires a sub-contractor to work in a drug-free work place shall secure from that sub-contractor the following written certification.
3. As part of the subcontracting agreement with (Contractor's name), (Sub-Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the sub Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".
4. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

### **3.22 Assignment of Contractual Rights**

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this bid or his right, title, or interest in or to the same, or any part thereof, without written consent of the City.

### **3.23 Indemnity**

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold the City of Dahlonega harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

### **3.24 Non-Collusive Bidding**

By submitting a response to this Invitation to Bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named and that the Bidder has not directly or indirectly induced or solicited any other vendor to put in a sham bid, or any other person or company to refrain from submitting and that the Bidder has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

### **3.25 Georgia Security and Immigration Compliance**

To comply with the State of Georgia's Security and Immigration Compliance Act, all contractors must comply with regulations by completing the provided affidavits relative to the Compliance Act. All applicable affidavits have been included with this Invitation to Bid and must be signed and provided with the Bid submission.

### **3.26 Appropriation of Funds**

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the City's obligations under said contract(s).

### **3.27 Documents Deemed Part of Contract**

Unless otherwise modified by the Contract, the City of Dahlonega's Invitation to Bid issued December 20, 2023, and any addendums issued thereto, and the Project Manual containing Specifications and Special Provisions shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated therein.

**ATTACHMENT A  
ASPHALT LEVELING AND RESURFACING  
CITY STREETS IN DAHLONEGA, GEORGIA  
IN HOUSE PAVING PROJECT #2024-002**

**VENDOR’S CHECKLIST AND BID SUBMITTAL PACKET**

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

Please indicate you have completed the following documentation and submit them in the following order.

- \_\_\_\_\_ Vendor’s Checklist
- \_\_\_\_\_ Execution of Bid Form
- \_\_\_\_\_ Bidder’s Certification
- \_\_\_\_\_ Pricing Sheet
- \_\_\_\_\_ Certification and Non-Collusion Form
- \_\_\_\_\_ Addenda Acknowledgment Form
- \_\_\_\_\_ SAVE Affidavit
- \_\_\_\_\_ E-Verify Affidavit
- \_\_\_\_\_ IRS W-9
- \_\_\_\_\_ Evidence of Insurance / Certificate of Insurance
- \_\_\_\_\_ Signed Contract (Signing of the contract will expedite the award process.  
If you choose not to sign, the submitted bid will NOT be disallowed.)
- \_\_\_\_\_ Bid Bond

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**CERTIFICATION SIGNATURES FOR ATTACHMENT A**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**

**ATTACHMENT B  
ASPHALT LEVELING AND RESURFACING  
CITY STREETS IN DAHLONEGA, GEORGIA  
IN HOUSE PAVING PROJECT #2024-002**

**EXECUTION OF BID FORM**

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

The potential Contractor certifies the following by placing an “X” in all blank spaces:

- \_\_\_\_\_ That this bid was signed by an authorized representative of the business.
- \_\_\_\_\_ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- \_\_\_\_\_ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- \_\_\_\_\_ That the potential Contractor agrees to the conditions as set forth in this Invitation to Bid with no exceptions.

Therefore, in compliance with the foregoing Invitation to Bid, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this bid is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**CERTIFICATION SIGNATURES FOR ATTACHMENT B**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**

**ATTACHMENT C  
ASPHALT LEVELING AND RESURFACING  
CITY STREETS IN DAHLONEGA, GEORGIA  
IN HOUSE PAVING PROJECT #2024-002**

**BIDDER'S CERTIFICATION**

Date of Bid: \_\_\_\_\_

I certify that this Bid is submitted without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same goods/services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all terms and conditions stated of this document and certify that I am authorized to sign this bid for the bidder.

I acknowledge that this Project will be constructed in English units.

I certify that I have carefully examined the requirements for this project and the specifications included in and made a part of this bid and have also personally examined the site of the work. I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials in the manner specified.

I understand the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increase or decrease quantities of work or extra work on the basis provided for in the Specifications.

I also hereby agree that the City of Dahlonega would suffer damages in a sum equal to at least the amount of the enclosed Bid Guaranty, in the event my bid should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Bid Guaranty shall be and is hereby forfeited to the City of Dahlonega as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract agreement described in the Invitation to Bid as soon as the work is awarded to me, and to begin and complete the work within the time limit provided. I also propose to furnish a Contract Bond, approved by the City of Dahlonega, as required by the laws of the State of Georgia. This bond shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia and the City of Dahlonega.

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**



**BIDDER'S CERTIFICATION PAGE 2**

**Bidder Information**  
(Type or Print)

**Name and Mailing Address**  
(Where to Send Payment)

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
**Accounting Office** Phone Number

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
**Accounting Office** Email Address

\_\_\_\_\_  
Tax ID Number

OR

\_\_\_\_\_  
Social Security Number

**Name and Title of Person Authorized to Sign**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

*Sworn to and signed before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.*

*Notary Public in and for the City of \_\_\_\_\_, State of \_\_\_\_\_.*

*Notary Public Signature and Seal: \_\_\_\_\_*

*My Commission Expires: \_\_\_\_\_*

**Bids not signed shall be declared as "Non-Responsive" and may not be considered for award.**

**ATTACHMENT D  
 ASPHALT LEVELING AND RESURFACING  
 CITY STREETS IN DAHLONEGA, GEORGIA  
 IN HOUSE PAVING PROJECT #2024-002**

**PRICING SHEET**

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

LINE NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY AND UNITS	UNIT PRICE (DOLLARS/CENTS)	DOLLARS/CENTS
0005	150-3110 Traffic Control	Lump Sum		
0010	402-1812 Recycled Asphalt Concrete Leveling, including Bitum Material and H lime	280 Ton		
0015	402-3130 Recycled Asphalt Concrete 12.5 MM Super Pave Gp 2 only, including Bitum Material and H lime	1400 Ton		
0020	413-1000 Bitum Tack Coat	2600 Gal		
<b>TOTAL BID</b>				

I certify the above bid as all-inclusive and final per document specifications.

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**

**ATTACHMENT E  
ASPHALT LEVELING AND RESURFACING  
CITY STREETS IN DAHLONEGA, GEORGIA  
IN HOUSE PAVING PROJECT #2024-002**

**CERTIFICATION AND NON-COLLUSION FORM**

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

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damages awards.

I certify that this bid has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the bidder or the bidder's associates with any City staff or elected officials since the date this Invitation to Bid was issued except: 1) through the Purchasing Agent of the City, 2) at the Pre-bid conference, or 3) as provided by existing work agreement(s). I understand the City reserves the right to reject the bid submitted by any bidder violating this provision.

I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**

**ATTACHMENT F  
ASPHALT LEVELING AND RESURFACING  
CITY STREETS IN DAHLONEGA, GEORGIA  
IN HOUSE PAVING PROJECT #2024-002**

**ADDENDA ACKNOWLEDGEMENT FORM**

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

The bidder has examined and carefully studied the Invitation to Bid and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum Number \_\_\_\_\_

Addendum Number \_\_\_\_\_

Addendum Number \_\_\_\_\_

Addendum Number \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

*Vendors must acknowledge any issued addenda. Bids which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the City's requirements.*

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**

**ATTACHMENT G  
ASPHALT LEVELING AND RESURFACING  
CITY STREETS IN DAHLONEGA, GEORGIA  
IN HOUSE PAVING PROJECT #2024-002**

**SAVE AFFIDAVIT**

(SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS)

AFFIDAVIT FOR PUBLIC BENEFIT AS REQUIRED BY THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

By executing this affidavit under oath, as an applicant for public benefit as referenced in the Georgia Security and Immigration Compliance Act (O.C.G.A. §50-36-1), I am stating the following:

- 1) \_\_\_\_ I am a United States Citizen
  
- 2) \_\_\_\_ I am a legal permanent resident of the United States
  
- 3) \_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.  
My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

**\*\*\*The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. §50-36-1 (e)(1), with this affidavit. Some examples of secure and verifiable document: driver's license, passport, military identification.**

**In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. 16-10-20, and face criminal penalties as allowed by such criminal statute.**

Executed in \_\_\_\_\_ (city) \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

**SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_**

\_\_\_\_\_  
**NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_**



**CONTRACT  
 ASPHALT LEVELING AND RESURFACING  
 CITY STREETS IN DAHLONEGA, GEORGIA  
 IN HOUSE PAVING PROJECT #2024-002**

This agreement is made and entered into between the governing authority of City of Dahlonega, hereinafter referred to as “City of Dahlonega”, a political subdivision of the State of Georgia, and \_\_\_\_\_, hereinafter referred to as “Contractor”.

Whereas, in consideration of the mutual benefits accruing to each party, the parties hereby agree as follows:

**A. Summary of Work and Payment:**

1. Contractor shall perform leveling and resurfacing with asphalt concrete on the city Streets listed in the Scope of Work & Specifications section of the Invitation to Bid issued December 20, 2023. All work will be done in accordance with the 2021 State of Georgia Standard Specifications as modified by the Special Provisions contained in the Bid Documents for this project.

City of Dahlonega personnel will be supervising the construction of this project.

2. Contractor shall be authorized to begin work upon the issuance of a Notice to Proceed from City of Dahlonega. All work shall be completed no later than 180 calendar days from the day the Notice to Proceed is issued.

3. The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Contractor’s authorized representative, who shall be authorized to receive and accept any and all communications from the City. The City shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the City.

4. The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the City, if the City reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

5. Contractor shall be paid for work performed under this Contract on a unit price basis as follows:

LINE NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE (DOLLARS/CENTS)
0005	150-3110 Traffic Control	Lump Sum	\$
0010	402-1812 Recycled Asphalt Concrete Leveling, including Bitum Material and H lime	Ton	\$
0015	402-3130 Recycled Asphalt Concrete 12.5 MM Super Pave GP 2 only, including Bitum Material and H lime	Ton	\$
0020	413-1000 Bitum Tack Coat	Gal	\$

Payment shall be made according to the terms contained in the Invitation to Bid.

**B. Bonds:**

Contractor shall, prior to commencing work, provide and shall maintain, during the continuance of all work under the Contract, all Bonds required in the Invitation to Bid.

**C. Liability:**

Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this Contract.

Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

Contractor shall be liable for any collateral damage (such as broken curbs, crushed sidewalks, broken water meters, etc.) caused as a result of its work under this Contract. Contractor shall restore and/or repair, at Contractor's cost, any and all collateral damage, including, but not limited to, damage to infrastructure, back to its pre-existing condition if the damage was caused by Contractor's activities.

**Insurance:**

The Contractor shall, during the continuance of all work under the Contract, provide and maintain all insurance policies required by the Invitation to Bid.

**E. Assignment of Contractual Rights and Subcontracting:**

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of this contract or its right, title, or interest in or to the same, or any part thereof, without written consent of the City.

Contractor shall not subcontract any work without the express written consent of the City. The City must approve all subcontractors.

**F. Indemnity:**

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold City of Dahlonega harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

**G. Documents Deemed Part of Contract:**

Unless otherwise modified by this Contract, the City of Dahlonega's Invitation to Bid issued December 20, 2023, and any addendums issued thereto, and the Project Manual containing Specifications and Special Provisions shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated herein.



**H. Severability:**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State or Georgia, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

**I. Dispute Resolution:**

City of Dahlonega and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

**J. Cancellation:**

The City of Dahlonega reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations, is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the Contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the City without penalty to City of Dahlonega. The City of Dahlonega shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained herein, the City may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the Contractor.

If the termination clause is used by the City, the Contractor will be paid by the City for all scheduled work completed satisfactorily by the Contractor up to the termination date set forth in the written termination notice.

**K. Safe Working Environment and Drug Free Workplace**

Contractors shall provide a safe working environment.

Contractor certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
2. If Contractor hires a Sub-contractor to work in a drug-free workplace, Contractor shall secure from that Sub-contractor the following written certification:

As part of the subcontracting agreement with (Contractor's name), (Subcontractor's name) certifies to the Contractor that a drug-free workplace will be provided for the Sub Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

The Contractor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

**L. Amendments or Modifications:**

All contract amendments or modifications must be in writing and signed by all parties.

**M. Notices:**

Any notice, order, instruction, claim, or other written communication required or permitted under this contract shall be deemed to have been delivered or received:

1. Upon personal delivery to the Contractor or his authorized representative, which delivery may be accomplished by in person hand delivery, via bona fide overnight express service or telephonic facsimile transmission; or

2. Three (3) days after depositing in the United States mail a letter which is either certified or registered, with return receipt requested, addressed to the Contractor at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and to City of Dahlonega at the following address:

Attn: Allison Martin, City Manager  
465 Riley Road  
Dahlonega, Georgia 30533.

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**City of Dahlonega:**

**Contractor:**

\_\_\_\_\_  
Mayor: JoAnne Taylor  
City of Dahlonega

\_\_\_\_\_  
Company Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

[Corporate Seal]

\_\_\_\_\_  
Mary Csukas  
City of Dahlonega Clerk

CITY OF DAHLONEGA  
 BID OPENING  
 JANUARY 25, 2024, 2:30 ~~AM~~ PM <sup>BT</sup>

ASPHALT LEVELING AND RESURFACING  
 CITY STREETS IN DAHLONEGA, GEORGIA  
 IN HOUSE PAVING PROJECT #2024-002

Contractor	Attachments								W-9	Ins	Bond	Price
	A	B	C	D	E	F	G	H				
Allied Paving	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$ 265,550.00
Blant Construction	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$ 266,819.62
Colditz Trucking	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$ 219,675.52
Colwell Construction	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	\$ 241,615.60
Gamet Paving	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$ 203,046.32
Vertical Earth	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$ 249,550.88

Opened By: Chris York

Attendees: Blant Const. - Blake Merritt Allied Paving Wes Gaddis  
Garrett Paving - Tyler Watson Vince Hunsinger City of Dahl.  
Vertical Earth Kyle Hamilton Charles Trammell City of Dahl.  
Colwell Const. Steve Daverpat Brittany Lee, city of Dahl.



# City Council Agenda Memo

---

**DATE:** 2/23/2024  
**TITLE:** Cemetery Committee Bylaws Amendment  
**PRESENTED BY:** Quataunda Armstrong, Cemetery Committee Chairlady  
**PRIORITY:** Strategic Priority - Effectively Manage Growth

---

## AGENDA ITEM DESCRIPTION

The Cemetery Committee's bylaws are presented with minor amendments, including:

- Annual reports required.
  - Reinstatement of former members to a new term may now occur within 1 month of inactivity, or elections may have placed new officers instead of the previous year.
- 

## HISTORY/PAST ACTION

None.

---

## FINANCIAL IMPACT

None.

---

## RECOMMENDATION

Staff recommends acceptance of the bylaws as indicated in the attached document.

---

## SUGGESTED MOTIONS

"...motion to approve the Cemetery Committee bylaws with the February 22, 2024, amendment as shown."

---

## ATTACHMENTS

Cemetery Committee Bylaws Adopted May 7, 2018, Amended February 22, 2024

---



# City of Dahlonega Cemetery Committee Bylaws

Adopted by the Dahlonega City Council  
May 7<sup>th</sup>, 2018  
Amendment 1 February 22<sup>nd</sup>, 2024

City of Dahlonga  
Cemetery Committee  
Bylaws

Article I – Name

Article II – Composition, Purpose, and Authority

Article III – Goals and Objectives

Article IV – Membership, Appointment, Term, Vacancies

Article V – Officers

Article VI – Meetings

Article VII - Amendments to Bylaws

### Article I – Name

The name of the committee shall be the Dahlonge City Cemetery Committee referred to hereafter, as the Cemetery Committee.

### Article II – Composition, Purpose, and Authority

The Cemetery Committee shall consist of five voting members and two members at large, (nonvoting) who serve without pay and are appointed by the Dahlonge City Council.

The purpose of the Cemetery Committee shall be to act in an advisory capacity to the Dahlonge City Council on matters related to the preservation, maintenance, operation, as well as advise on the current and projected use of Mt. Hope Cemetery, Memorial Park Cemetery and any other future cemeteries or burial properties owned and maintained by the City of Dahlonge which may reside within its governmental jurisdiction. The cemetery committee shall suggest rules, improvements, regulations, and perform other such duties as the city council may from time-to-time request.

The authority governing the creation and function of the Cemetery Committee can be found in City of Dahlonge Ordinance 83-7 Section 10 as codified in The Code of the City of Dahlonge, Georgia, Chapter 10, Article II, Section 24 entitled Cemetery committee established; composition; duties; powers advisory only. Dated 10/1/1990.

### Article III – Goals and Objectives.

Identify, record, and map all known burials within city cemeteries.

Safeguard historic burial information from loss by copying records with both county and state archival or records sections.

Create a professional and well-educated cemetery committee.

Examine options for new internment facilities such as a columbarium within the existing cemeteries.

Establish a bi-annual cemetery cleanup day event.

Develop a long-term maintenance plan for the care of graves or family plots which have been abandoned or neglected.

Identify ways to enforce safety and security to prevent vandalism and damage within the cemeteries.

Engage the public by hosting classes and demonstrations on the importance of cemetery preservation.

Establish a means of fundraising for expenses relating to cemetery preservation, maintenance, repair, and training.

Recommend a long-term plan for enlarging the grounds in Memorial Park for future burial space.

Honor our veterans by having flags replaced annually on their respective graves.

#### Article IV – Membership, Appointments, Term, Vacancies

Membership- Members of the cemetery committee and Members at Large shall be residents or persons with a business interest in Lumpkin County and who will serve on a voluntary basis without pay.

Members are responsible for attending monthly meetings, study issues presented to them, and provide feedback on how best to address the issues.

Member Training- All cemetery committee members are highly recommended to attend cemetery-related training seminars, classes or events whenever possible. Members are also encouraged to seek out pertinent publications on cemetery preservation, improvements, and upkeep.

Appointments- Appointments to the Cemetery Committee and Members at Large will be recommended and approved by the Dahlonega City Council

Term- Cemetery Committee members serve for a term of three years or 36 consecutive months, and no more than two consecutive terms or six years. An individual who has previously served on the committee may be eligible to serve once again, but only after being



off the committee for a minimum of one month or once an election has taken place to elect a new slate of officers.

Members at Large will be appointed for a four-year term and may serve for up to three consecutive terms or twelve years.

Vacancies- The Dahlonge City Council will appoint new members to the cemetery committee or members at large when vacancies exist based on recommendations and a demonstrated interest in serving the city of Dahlonge.

## Article V – Officers

Officers shall consist of a Chair and Vice-Chair elected for a one-year term beginning each January and approved by a majority vote when a quorum is present. Officers are eligible for re-election, but may serve no longer than three consecutive, one-year terms in an elected officer's position.

Any cemetery committee member who has previously served as an officer (Chair or Vice Chair) for a period of three consecutive one-year terms, can be nominated to serve as an officer once again, but ONLY after a period of one calendar year, or an election has taken place to install new officers.

Duties of the Chair- The Chair shall preside over all meetings of the Cemetery Committee. He or she shall prepare the upcoming meeting agenda, bring matters of concern before the committee, announce any special meetings to the committee and ask for a vote when required, on issues of importance.

The Chair will not vote unless in the event of a tiebreaker, or the Chair's vote is required as part of his or her presence constituting a minimum quorum being present.

The Chair or his / her designated cemetery committee member, shall attend the monthly city council regular meeting as a representative of the cemetery committee. Annually, the Chair or his/her designee, shall present an annual report to the City Council.

Duties of the Vice Chair- The Vice-Chair shall assume the duties in the absence of the Chair. Should the elected Chair become vacant due to death, resignation or otherwise unable to discharge their

assigned duties for an indefinite period, the Vice Chair shall become the Chair and assume all powers and responsibilities of the Chair for the remainder of the elected term.

In the event the Vice-Chair assumes the duties of the Chair, or if the Vice-Chair position becomes vacant, a new Vice-Chair will be elected.

Recording Secretary- The recording Secretary shall be appointed from one of the members of the cemetery committee. The recording secretary shall keep, or cause to be kept on file, the minutes of all cemetery committee meetings as a matter of public record IAW the Georgia Open Meetings Act § 50-14-1

## Article VI- Meetings

Regular monthly meetings will be held on the fourth Thursday of each month at 6 pm in the Dahlonega City Hall or City Hall annex. Meetings will be open to the public pursuant to the Georgia Open Meetings Act § 50-14-1.

Minutes of the meetings will be taken and submitted to the City Clerk in accordance with the Official Code of Georgia. Meetings will be conducted in accordance with parliamentary procedure as outlined in Robert's Rules of Order.

Special meetings may be called by the chair at the request of one or more cemetery committee members.

Notice of Meetings- Printed notice of each meeting will be announced no less than 1 week prior to the scheduled meeting date.

Committee members will be notified via email or other electronic means, no less than 15 days prior to a regular scheduled meeting date.

Special called meetings will be at the earliest available date and convenience of a quorum of cemetery committee members.

Announcements of meetings will be posted in Dahlonega City Hall, the Dahlonega City government website, the Dahlonega Nugget weekly newspaper, and any other future official city media source.

Quorum-

A quorum consists of at least three committee members present.

Voting-

A majority vote is required to act on a motion provided that a quorum is present. The Chairman does not vote unless there is a tie or he / she is one of three members present constituting a quorum when a vote is required.

A motion being voted on may be:

Approved

Approved with conditions

Denied

Tabled

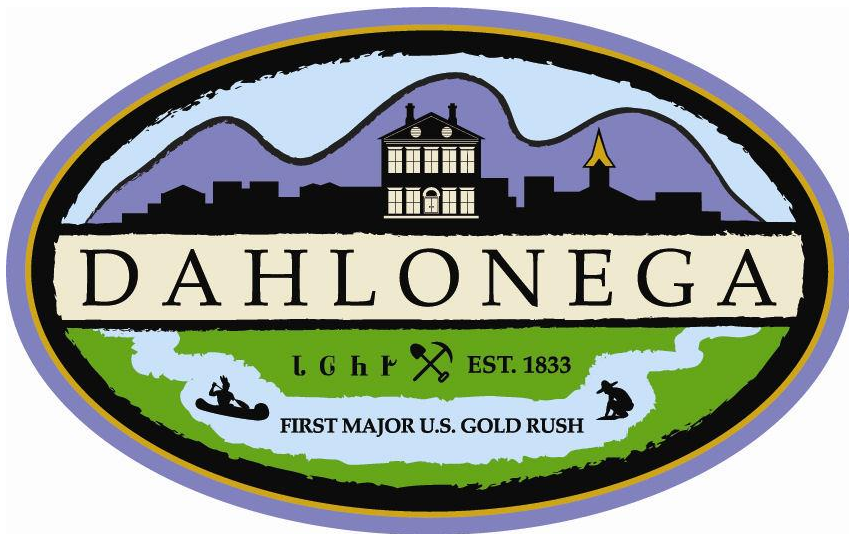
Cemetery Committee members may recuse themselves from voting for personal reasons, or if a conflict of interest exists.

Article VII- Amendments.

Amendments to bylaws will be required from time to time in order to remain current with changes in procedures, issues or stated objectives of the cemetery committee. A submitted amendment or change to these bylaws must be voted on by the cemetery committee.

Approval or disapproval to any amendment must be by a majority vote of cemetery committee members when a quorum is present.

Final ratification to any submitted amendment will be voted upon by the Dahlenega City Council.



# City of Dahlonega Cemetery Committee Bylaws

Adopted by the Dahlonega City Council  
May 7<sup>th</sup>, 2018

**Amendment 1 February 22<sup>nd</sup>, 2024**

City of Dahlonega  
Cemetery Committee  
Bylaws

Article I – Name

Article II – Composition, Purpose, and Authority

Article III – Goals and Objectives

Article IV – Membership, Appointment, Term, Vacancies

Article V – Officers

Article VI – Meetings

Article VII - Amendments to Bylaws

Article I – Name

The name of the committee shall be the Dahlonega City Cemetery Committee referred to hereafter, as the Cemetery Committee.

Article II – Composition, Purpose, and Authority

The Cemetery Committee shall consist of five voting members and two members at large, (~~non-voting~~nonvoting) who serve without pay and are appointed by the Dahlonega City Council.

The purpose of the Cemetery Committee shall be to act in an advisory capacity to the Dahlonega City Council on matters related to the preservation, maintenance, operation, as well as advise on the current and projected use of Mt. Hope Cemetery, Memorial Park Cemetery and any other future cemeteries or burial properties owned and maintained by the City of Dahlonega which may reside within its governmental jurisdiction. The cemetery committee shall suggest rules, improvements, regulations, and perform other such duties as the city council may from ~~time-to-time~~time-to-time request.

The authority governing the creation and function of the Cemetery Committee can be found in City of Dahlonega Ordinance 83-7 Section 10 as codified in The Code of the City of Dahlonega, Georgia, Chapter 10, Article II, Section 24 entitled Cemetery committee established; composition; duties; powers advisory only. Dated 10/1/1990.

Article III – Goals and Objectives.

Identify, record, and map all known burials within city cemeteries.

Safeguard historic burial information from loss by copying records with both county and state archival or records sections.

Create a professional and ~~well-educated~~well-educated cemetery committee.

Examine options for new internment facilities such as a columbarium within the existing cemeteries.

Establish a bi-annual cemetery cleanup day event.

Develop a ~~long-term~~long-term maintenance plan for the care of graves or family plots which have been abandoned or neglected.

Identify ways to enforce safety and security to prevent vandalism and damage within the cemeteries.

Engage the public by hosting classes and demonstrations on the importance of cemetery preservation.

Establish a means of fundraising for expenses relating to cemetery preservation, maintenance, repair, and training.

Recommend a ~~long-term~~long-term plan for enlarging the grounds in Memorial Park for future burial space.

Honor our veterans by having flags replaced annually on their respective graves.

#### Article IV – Membership, Appointments, Term, Vacancies

Membership- Members of the cemetery committee and Members at Large shall be residents or persons with a business interest in Lumpkin County and who will serve on a voluntary basis without pay.

Members are responsible ~~to attend~~for attending monthly meetings, study issues presented to them, and provide feedback on how best to address the issues.

Member Training- All cemetery committee members are highly recommended to attend ~~cemetery-related~~cemetery-related training seminars, classes or events whenever possible. Members are also encouraged to seek out pertinent publications on cemetery preservation, improvements, and upkeep.

Appointments- Appointments to the Cemetery Committee and Members at Large will be recommended and approved by the Dahlonega City Council

Term-

Cemetery Committee members serve for a term of three years or 36 consecutive months, and no more than two consecutive terms or six years. An individual who has previously served on the committee may be eligible to serve once again, but only after being off the committee for a minimum of one ~~month or after new~~ once an elections have ~~has~~ taken place to elect a new slate of officers.

Members at Large will be appointed for a ~~four year~~ four-year term and may serve for up to three consecutive terms or twelve years.

Vacancies-

The Dahlonge City Council will appoint new members to the cemetery committee or members at large when vacancies exist based on recommendations and a demonstrated interest in serving the city of Dahlonge.

Article V – Officers

Officers shall consist of a Chair and Vice-Chair elected for a ~~one year~~ one-year term beginning each ~~January, and~~ January and approved by a majority vote when a quorum is present. Officers are eligible for re-election, but may serve no longer than three consecutive, ~~one~~ year-year terms in an elected officer's position.

Any cemetery committee member who has previously served as an officer (Chair or Vice Chair) for a period of three consecutive ~~one year~~ one-year terms, can be nominated to serve as an officer once again, ~~but ONLY after a period of one calendar year, or an elections has~~ ve taken place to install new officers.

Duties of the Chair-

The Chair shall preside ~~at~~ over all meetings of the Cemetery Committee. He or she shall prepare the upcoming meeting agenda, bring matters of concern before the committee, announce any special meetings to the committee and ask for a vote when required, on issues of importance.

The Chair will not vote unless in the event of a tiebreaker, or the Chair's vote is required as part of his or her presence constituting a minimum quorum being present.



The Chair or his / her designated cemetery committee member, shall attend the monthly city council regular meeting as a representative of the cemetery committee. Annually, the Chair or his/her designee, shall present an annual report to the City Council.

#### Duties of the Vice Chair-

The Vice-Chair shall assume the duties in the absence of the Chair. Should the elected Chair become vacant due to death, resignation or otherwise unable to discharge their assigned duties for an indefinite ~~period of time~~period, the Vice Chair shall become the Chair and assume all powers and responsibilities of the Chair for the remainder of the elected term.

In the event ~~that~~ the Vice-Chair assumes the duties of the Chair, or if the Vice-Chair position becomes vacant, a new Vice-Chair will be elected.

#### Recording Secretary-

The recording Secretary shall be appointed from one of the members of the cemetery committee. The recording secretary shall keep, or cause to be kept on file, the minutes of all cemetery committee meetings as a matter of public record IAW the Georgia Open Meetings Act § 50-14-1

#### Article VI- Meetings

Regular monthly meetings will be held on the **fourth Thursday** of each month at 6 pm in the Dahunega City Hall or City Hall annex. Meetings will be open to the public pursuant to the Georgia Open Meetings Act § 50-14-1.

Minutes of the meetings will be taken and submitted to the City Clerk in accordance with the Official Code of Georgia.

Meetings will be conducted in accordance with parliamentary procedure as outlined in Robert's Rules of Order.

Special meetings may be called by the chair at the request of one or more cemetery committee members.

Formatted: Indent: Left: 0"

Notice of Meetings- Printed notice of each meeting will be announced no less than 1 week prior to the scheduled meeting date.

Committee members will be notified via email or other electronic means, no less than 15 days prior to a regular scheduled meeting date.

Special called meetings will be at the earliest available date and convenience of a quorum of cemetery committee members.

Announcements of meetings will be posted in Dahlonge City Hall, the Dahlonge City government website, the Dahlonge Nugget weekly newspaper, and any other future official city media source.

#### Quorum-

A quorum consists of at least three committee members present.

#### Voting-

A majority vote is required to act on a motion provided that a quorum is present. The Chairman does not vote unless there is a tie or he / she is one of three members present constituting a quorum when a vote is required.

A motion being voted on may be:

Approved

Approved with conditions

Denied

Tabled

Cemetery Committee members may recuse themselves from voting for personal reasons, or if a conflict of interest exists.

#### Article VII- Amendments.

Amendments to bylaws will be required from time to time in order to remain current with changes in procedures, issues or stated objectives of the cemetery committee. A submitted amendment or change to these bylaws must be voted on by the cemetery committee.

Approval or disapproval to any amendment must be by a majority vote of cemetery committee members when a quorum is present.

Final ratification to any submitted amendment will be voted upon by the Dahlonga City Council.



# City Council Agenda Memo

---

**DATE:** 2/20/2024  
**TITLE:** Dahlonega Walking Tours and More LLC – 2024 Guided Tours Permit  
**PRESENTED BY:** Mary Csukas, City Clerk  
**PRIORITY:** Strategic Priority - Communication

---

## AGENDA ITEM DESCRIPTION

Dahlonega Tours and More LLC requests a 2024 Cemetery Guided Tours Permit. Ordinance 2022-12: Allows for Commercial Walking Tours of Mount Hope Cemetery. This ordinance requires any tour operator seeking permission to use Mount Hope Cemetery property to be approved in advance by the City Council. The tour operator must abide by any directions of the City Manager or designee and specific conditions enumerated in these regulations.

---

## HISTORY/PAST ACTION

Dahlonega Walking Tours held a Cemetery Guided Tours Permit in 2023.

---

## FINANCIAL IMPACT

None

---

## RECOMMENDATION

Recommend approval of a cemetery guided tour permit for Dahlonega Walking Tours and more for 2024.

---

## SUGGESTED MOTIONS

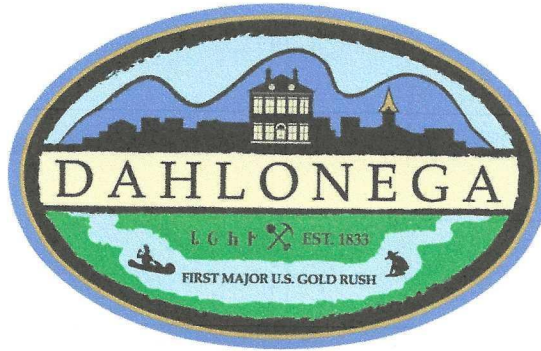
“...motion to approve the 2024 Cemetery Guided Tours Permit for Dahlonega Walking Tours and More LLC.

---

## ATTACHMENTS

Application for a guided tour permit & Insurance / Ordinance 2022-12 Walking Tours

---




**Office of the City Clerk**

---

December 20, 2022

I, Mary Csukas, Dahlongega City Clerk, certify under my office's seal that the attached document is a true and accurate copy of the Ordinance 2022-12, Short Title: "An ordinance to allow for commercial walking tours of Mount Hope Cemetery."

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF DAHLONEGA, GEORGIA, CHAPTER 10: CEMETERIES; ARTICLE II: CITY CEMETERIES; DIVISION II: MOUNT HOPE CEMETERY AND MEMORIAL PARK CEMETERY; BY AMENDING THE EXISTING SECTIONS 10-118 AND INCLUDING A NEW SECTION 10-119 THROUGH 10-130.

  
\_\_\_\_\_  
Mary Csukas, City Clerk



Ordinance 2022-12

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF DAHLONEGA, GEORGIA, CHAPTER 10: CEMETERIES; ARTICLE II: CITY CEMETERIES; DIVISION II: MOUNT HOPE CEMETERY AND MEMORIAL PARK CEMETERY; BY AMENDING THE EXISTING SECTION 10-118 AND INCLUDING A NEW SECTION 10-119 THROUGH 10-130.**

Short Title: "An ordinance to allow for commercial walking tours of Mount Hope Cemetery."

**WHEREAS**, the City Council of Dahlonega, Georgia desires to allow and to establish rules for commercial walking tours of Mount Hope Cemetery;

**NOW, THEREFORE**, be it ordained, and it is so ordained by the authority of the City Council of Dahlonega, that Chapter 10, Article II, Section 10-118 shall be amended, and Sections 10-119-10-130 shall be added to read as follows:

**Section 10-118 Approval Required.** Any tour operator seeking permission to use the Mount Hope Cemetery property must be approved in advance by the City Council. Tours may be prohibited from certain areas of the cemetery in the discretion of the City Manager or designee. The tour operator shall abide by any direction of the City Manager or designee and the specific conditions enumerated within these regulations.

**Section 10-119 Restricted Activities.** Athletic events, treasure hunting, scavenger hunting, loud gatherings, and other activities or events determined to be offensive, disrespectful, or disruptive to the dignity and character of the cemetery will not be allowed.

**Section 10-120 Limitation to Walking Tours.** Cemetery tours may be conducted only by walking. Vehicular tours are prohibited. Interment services and the opening of graves must have priority over tours; therefore, tours shall not operate at times in which graves are being opened or are open or during a period in which active interment services are being prepared for or are being conducted.

**Section 10-121 After-Hour Events/Permitted Times**

Permission may be requested for after hours tours but only for the hours between 6 pm and 10 pm. All tours must conclude and the premises vacated prior to 10 pm. City staff may join in a tour at any time. Tour guides and tour participants must have flashlights at all times after sunset.

**Section 10-122 Cemetery Tour Fees**

All walking tour providers must pay an annual fee as established by the Mayor and Council.

**Section 10-123 Cemetery Tour Guides**

All cemetery tours must have a tour guide who is responsible for the tour party. Tour guides for hire must be appropriately registered in accordance with the City Manager or designee. Tour guides must be familiar with and agree to abide by the rules and regulations that may be adopted by the City Manager or designee and any other applicable laws, ordinances, or rules.

**Section 10-124 Alcohol**

Alcohol of any type is strictly prohibited from cemetery grounds. Person(s) caught with alcohol and/or intoxicated persons will be asked to leave the cemetery. Guides, organizers, or agency representatives condoning such behavior on cemetery property may be subject to a suspension of services on cemetery grounds.

**Section 10-125 Waste Disposal**

Each tour or activity must provide its own means of waste disposal. No garbage is to be left on cemetery property. Cigarette butts are undesirable waste and are not to be littered or left on cemetery property.

**Section 10-126 Insurance**

Insurance as specified by the City Manager or designee must be provided by the walking tour company.

**Section 10-127 Restroom Facilities**

There are no rest room facilities for tours or groups within the cemeteries. Tour guides and group organizers should encourage guests to use restroom facilities prior to entering the cemetery.

**Section 10-128 Damage Reporting**

The tour guide or group organizer shall immediately report any damage to trees, shrubbery, turf, coping, lot markers, roadways, or structures caused by guests of the tour to the City Manager or designee. The tour company or group organizer will be responsible for compensating the City for any damages caused to City property.

**Section 10-129 Violations**

Any tour guide or group organizer that materially violates the Rules and Regulations of Municipal Cemeteries will be prohibited from holding future tours or events in the cemetery. Independent violations of the law will also be prosecuted.

**Section 10-130 Signage**

Signage shall be maintained at the entrance to Mount Hope Cemetery reflecting that a permit from the City of Dahlonega is required to be obtained by any tour company desiring to use the premises of the cemetery.

Except as modified herein, The Code of the City of Dahlonega, Georgia, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future supplements of said Code by appropriate section, division, article or chapter. The City Attorney is directed and authorized to direct the codifier to make necessary minor, non-substantive corrections

to the provisions of this Code, including but not limited to, the misspelling of words, typographical errors, duplicate pages, incorrect references to state or federal laws, statutes, this Code, or other codes or similar legal or technical sources, and other similar amendments, without necessity of passage of a corrective ordinance or other action of the Mayor and Council. The City Clerk shall, upon the written advice or recommendation of the city attorney and without the necessity of further council action, alter, amend or supplement any non-codified ordinance, resolution or other record filed in his or her office as necessary to effect similar non-substantive changes or revisions and ensure that such public records are correct, complete and accurate.

SO ORDAINED, this 7<sup>th</sup> day of November, 2022.

DocuSigned by:  
*Mayor JoAnne Taylor*  
Approved: \_\_\_\_\_  
51BAA46D7780497...  
JoAnne Taylor, Mayor

ATTEST:  
DocuSigned by:  
*Mary Csukas*  
\_\_\_\_\_  
6ECFF497BF5C4A7...  
Mary Csukas, City Clerk (SEAL)







# City Council Agenda Memo

---

**DATE:** 2/20/2024  
**TITLE:** Alcoholic Beverage License Consumption on Premise - The Bear Necessities Café, LLC dba The Bear Necessities Cafe  
**PRESENTED BY:** Doug Parks, City of Attorney & Mary Csukas, City Clerk  
**PRIORITY:** Strategic Priority - Communication

---

## AGENDA ITEM DESCRIPTION

The Bear Necessities Café, located at 1808 S Chestatee Suite 201/202, is a recently opened restaurant requesting the consumption of on-premises alcoholic beverage licenses for beer and wine only. The alcoholic beverage application meets all requirements.

---

## HISTORY/PAST ACTION

No prior history

---

## FINANCIAL IMPACT

None

---

## RECOMMENDATION

Staff recommends approval of a consumption on-premises alcoholic beverage license for beer and wine only.

---

## SUGGESTED MOTIONS

"...motion to approve a consumption on-premises alcoholic beverage license to the Bear Necessities Café for beer and wine only.

---

## ATTACHMENTS

Alcoholic beverage license consumption on-premises application

---



# City Council Agenda Memo

**DATE:** 2/26/2024  
**TITLE:** Alcoholic Beverage License Consumption on Premise – 27onPark LLC, dba Twenty-Seven on Park  
**PRESENTED BY:** Doug Parks, City Attorney & Mary Csukas, City Clerk  
**PRIORITY** Strategic Priority - Communication

## AGENDA ITEM DESCRIPTION

The consumption on-premise license application for this hotel, 27onPark LLC, is a provincial license with the following requirements: This license is being issued based upon the following affirmative statements and representations by the applicant that are also specific conditions of the license: (1) only guests of the hotel and their related and invited parties are to be served alcohol by the licensee so long as this license or any renewal is in effect, and (2) No events not precipitated by and incident to a hotel stay shall be conducted on the premises. The applicant reaffirms these statements by accepting this license and confirms that should any of these statements no longer become true, immediate revocation of the license shall occur. The application requests beer, wine, and distilled spirits. An acknowledgment reflecting these conditions will be required of the licensee before issuance of the license.

## HISTORY/PAST ACTION

This establishment is under a new business owner. The previous owners of this hotel requested this provincial alcoholic beverage license with the same restrictions.

## FINANCIAL IMPACT

## RECOMMENDATION

Staff recommends approval of this consumption on-premises alcoholic beverage license for beer, wine, and distilled spirits with specific conditions of the license, as shown in this statement: (1) only guests of the hotel and their related and invited parties are to be served alcohol by the licensee so long as this license or any renewal is in effect, and (2) No events not precipitated by an incident to a hotel stay shall be conducted on the premises.

## SUGGESTED MOTIONS

“...motion to approve this consumption on-premises alcoholic beverage license with specific conditions as referenced in the Agenda Item Description together with the execution of the acknowledgement also referenced.

Alcoholic Beverage License Application