



CITY OF DAHLONEGA Council Meeting Agenda

June 03, 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. Axon Camera Quote
Allison Martin, City Manager
Strategic Priority - Communication
2. Living Waters Winery & Vineyard, Inc. – Tasting Room License
Doug Parks, Attorney & Mary Csukas, City Clerk
Strategic Priority - Communication
3. Project 2024-006 City of Dahlonega Plaza Improvements
Vince Hunsinger, Capital Projects Manager
Strategic Priority - Infrastructure

PUBLIC COMMENT – THREE MINUTE LIMIT

APPROVAL OF MINUTES:

- a. City Council Meeting Minutes - May 6, 2024
Assistant City Clerk, Sarah Hunsinger
- b. City Council Public Hearing Meeting Minutes - May 6, 2024
Assistant City Clerk, Sarah Hunsinger

APPOINTMENT, PROCLAMATION & RECOGNITION:

ANNOUNCEMENTS

CITY REPORTS:

ORDINANCES AND RESOLUTIONS:

1. Resolution 2023-06 Amendment Three Limited Moratorium Extension
Doug Parks

CONTRACTS & AGREEMENTS:

OTHER ITEMS:

COMMENTS – PLEASE LIMIT TO THREE MINUTES

- Clerk Comments
- City Manager Comments
- City Attorney Comments
- City Council Comments
- Mayor Comments

ADJOURNMENT

Guideline Principles - The City of Dahlongega will be an open, honest, and responsive city that balances preservation and growth and delivers quality services fairly and equitably by being good stewards of its resources. To ensure the vibrancy of our community, Dahlongega commits to Transparency and Honesty, Dedication and Responsibility, Preservation and Sustainability, Safety and Welfare ...for ALL!



City Council Agenda Memo

DATE: 5/15/2024
TITLE: Axon Camera Quote
PRESENTED BY: Allison Martin, City Manager
PRIORITY: Strategic Priority - Communication

AGENDA ITEM DESCRIPTION

City of Dahlonega Police Department Axon Camera Quote

HISTORY/PAST ACTION

When the Marshal's Office, now the Police Department, was reinstated in Dahlonega, a decision was made to use Axon as the supplier for body cameras and equipment which now includes car mounted cameras. It is more cost effective to lease the cameras than to purchase outright as all updates and storage and maintenance are included. At the end of the lease, equipment is upgraded, which does not leave the government with outdated equipment to deal with. This model is used by many agencies. It yields more than \$10,000 in savings over the life of the lease. With the addition of cameras, which were included in the budget, the lease amount is now above the manager's threshold and requires council approval.

FINANCIAL IMPACT

The funds are carried in the operating budget. As with all leases, should the budget not contain funds, there is no obligation to continue.

RECOMMENDATION

It is the recommendation of staff to approve this lease.

SUGGESTED MOTIONS

ATTACHMENTS

Quote



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-572215-45419.778BB

Issued: 05/07/2024

Quote Expiration: 08/01/2024

Estimated Contract Start Date: 12/01/2024

Account Number: 496478

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Dahlonega City Marshal's Office - GA 465 Riley Rd Dahlonega, GA 30533-0810 USA	Dahlonega City Marshal's Office - GA 465 Riley Rd Dahlonega GA 30533-0810 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Becky Berger Phone: Email: rberger@axon.com Fax:	George Albert Phone: (770) 540-3702 Email: galbert@dahlonega.gov Fax:

Quote Summary

Program Length	61 Months
TOTAL COST	\$65,396.35
ESTIMATED TOTAL W/ TAX	\$65,396.35

Discount Summary

Average Savings Per Year	\$2,087.04
TOTAL SAVINGS	\$10,609.10

Payment Summary

Date	Subtotal	Tax	Total
Dec 2024	\$15,774.11	\$0.00	\$15,774.11
Dec 2025	\$12,405.56	\$0.00	\$12,405.56
Dec 2026	\$12,405.56	\$0.00	\$12,405.56
Dec 2027	\$12,405.56	\$0.00	\$12,405.56
Dec 2028	\$12,405.56	\$0.00	\$12,405.56
Total	\$65,396.35	\$0.00	\$65,396.35

Quote Unbundled Price:	\$76,005.45
Quote List Price:	\$68,541.45
Quote Subtotal:	\$65,396.35

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$253.00)	(\$253.00)	\$0.00	(\$253.00)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$3,621.55	\$3,621.55	\$0.00	\$3,621.55
M00001	BUNDLE - CORE TASER 7	5	60	\$214.45	\$189.57	\$169.73	\$50,919.00	\$0.00	\$50,919.00
A la Carte Hardware									
73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1			\$1,810.00	\$1,810.00	\$1,810.00	\$0.00	\$1,810.00
73310	AXON BODY - TAP REFRESH 2 - CAMERA	5			\$963.00	\$963.00	\$4,815.00	\$0.00	\$4,815.00
A la Carte Software									
20248	AXON TASER - EVIDENCE.COM LICENSE	7	1		\$5.20	\$0.00	\$0.00	\$0.00	\$0.00
73746	AXON EVIDENCE - ECOM LICENSE - PRO	5	1		\$40.00	\$0.00	\$0.00	\$0.00	\$0.00
73449	AXON RESPOND - LICENSE	5	1		\$5.20	\$0.00	\$0.00	\$0.00	\$0.00
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	5	1		\$25.00	\$0.00	\$0.00	\$0.00	\$0.00
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	15	1		\$0.60	\$0.00	\$0.00	\$0.00	\$0.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	4	1		\$10.00	\$0.00	\$0.00	\$0.00	\$0.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	5	72		\$11.08	\$11.08	\$3,988.80	\$0.00	\$3,988.80
A la Carte Services									
20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	5	1		\$2.70	\$0.00	\$0.00	\$0.00	\$0.00
44729	AXON TASER - INSTRUCTOR COURSE VOUCHER - A LA CARTE	1			\$495.00	\$495.00	\$495.00	\$0.00	\$495.00
A la Carte Warranties									
80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	4	1		\$0.50	\$0.00	\$0.00	\$0.00	\$0.00
80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	1		\$7.45	\$0.00	\$0.00	\$0.00	\$0.00
80498	AXON BODY 3 - EXT WARRANTY - EIGHT BAY DOCK	1	1		\$21.70	\$0.00	\$0.00	\$0.00	\$0.00
80395	AXON TASER 7 - EXT WARRANTY - HANDLE	4	1		\$7.45	\$0.00	\$0.00	\$0.00	\$0.00
80496	AXON BODY 3 - EXT WARRANTY - CAMERA	4	1		\$12.20	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$65,396.35	\$0.00	\$65,396.35

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - CORE TASER 7	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	5	1	12/01/2024
BUNDLE - CORE TASER 7	100206	AXON BODY 4 - DOCK - EIGHT BAY	1	1	12/01/2024
BUNDLE - CORE TASER 7	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	6	1	12/01/2024
BUNDLE - CORE TASER 7	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	5	1	12/01/2024
BUNDLE - CORE TASER 7	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	5	1	12/01/2024
BUNDLE - CORE TASER 7	20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	12/01/2024
BUNDLE - CORE TASER 7	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	1	1	12/01/2024
BUNDLE - CORE TASER 7	20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	5	1	12/01/2024
BUNDLE - CORE TASER 7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	15	1	12/01/2024
BUNDLE - CORE TASER 7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	10	1	12/01/2024
BUNDLE - CORE TASER 7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	15	1	12/01/2024
BUNDLE - CORE TASER 7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	10	1	12/01/2024
BUNDLE - CORE TASER 7	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	10	1	12/01/2024
BUNDLE - CORE TASER 7	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	10	1	12/01/2024
BUNDLE - CORE TASER 7	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	5	1	12/01/2024
BUNDLE - CORE TASER 7	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	5	1	12/01/2024
BUNDLE - CORE TASER 7	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	12/01/2024
BUNDLE - CORE TASER 7	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	12/01/2024
BUNDLE - CORE TASER 7	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	12/01/2024
BUNDLE - CORE TASER 7	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	12/01/2024
BUNDLE - CORE TASER 7	74022	AXON BODY - MOUNT - SM POCKET 4 IN RAPIDLOCK	6	1	12/01/2024
BUNDLE - CORE TASER 7	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	12/01/2024
BUNDLE - CORE TASER 7	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	12/01/2024
BUNDLE - CORE TASER 7	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	12/01/2024
BUNDLE - CORE TASER 7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	10	1	12/01/2025
BUNDLE - CORE TASER 7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	10	1	12/01/2025
BUNDLE - CORE TASER 7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	10	1	12/01/2026
BUNDLE - CORE TASER 7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	10	1	12/01/2026
BUNDLE - CORE TASER 7	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	10	1	12/01/2026
BUNDLE - CORE TASER 7	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	10	1	12/01/2026
BUNDLE - CORE TASER 7	73309	AXON BODY - TAP REFRESH 1 - CAMERA	5	1	06/01/2027
BUNDLE - CORE TASER 7	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	06/01/2027
BUNDLE - CORE TASER 7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	10	1	12/01/2027
BUNDLE - CORE TASER 7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	10	1	12/01/2027
BUNDLE - CORE TASER 7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	10	1	12/01/2028
BUNDLE - CORE TASER 7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	10	1	12/01/2028
A la Carte	73310	AXON BODY - TAP REFRESH 2 - CAMERA	5	1	12/01/2029
A la Carte	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	12/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
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Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	5	01/01/2024	12/31/2029
A la Carte	20248	AXON TASER - EVIDENCE.COM LICENSE	7	12/01/2024	12/31/2024
A la Carte	73449	AXON RESPOND - LICENSE	5	12/01/2024	12/31/2024
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	4	12/01/2024	12/31/2024
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	15	12/01/2024	12/31/2024
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	5	12/01/2024	12/31/2024
A la Carte	73746	AXON EVIDENCE - ECOM LICENSE - PRO	5	12/01/2024	12/31/2024
BUNDLE - CORE TASER 7	20248	AXON TASER - EVIDENCE.COM LICENSE	5	01/01/2025	12/31/2029
BUNDLE - CORE TASER 7	20248	AXON TASER - EVIDENCE.COM LICENSE	1	01/01/2025	12/31/2029
BUNDLE - CORE TASER 7	73449	AXON RESPOND - LICENSE	5	01/01/2025	12/31/2029
BUNDLE - CORE TASER 7	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	15	01/01/2025	12/31/2029
BUNDLE - CORE TASER 7	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	5	01/01/2025	12/31/2029
BUNDLE - CORE TASER 7	73746	AXON EVIDENCE - ECOM LICENSE - PRO	5	01/01/2025	12/31/2029

Services

Bundle	Item	Description	QTY
BUNDLE - CORE TASER 7	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - CORE TASER 7	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	5
A la Carte	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	5
A la Carte	44729	AXON TASER - INSTRUCTOR COURSE VOUCHER - A LA CARTE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	4	12/01/2024	12/31/2024
A la Carte	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	4	12/01/2024	12/31/2024
A la Carte	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	12/01/2024	12/31/2024
A la Carte	80496	AXON BODY 3 - EXT WARRANTY - CAMERA	4	12/01/2024	12/31/2024
A la Carte	80498	AXON BODY 3 - EXT WARRANTY - EIGHT BAY DOCK	1	12/01/2024	12/31/2024
BUNDLE - CORE TASER 7	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	6	12/01/2025	12/31/2029
BUNDLE - CORE TASER 7	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	5	12/01/2025	12/31/2029
BUNDLE - CORE TASER 7	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	12/01/2025	12/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	465 Riley Rd	Dahlonega	GA	30533-0810	USA

Payment Details

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	5	\$0.00	\$0.00	\$0.00
Year 1	20248	AXON TASER - EVIDENCE.COM LICENSE	7	\$0.00	\$0.00	\$0.00
Year 1	44729	AXON TASER - INSTRUCTOR COURSE VOUCHER - A LA CARTE	1	\$99.00	\$0.00	\$99.00
Year 1	73310	AXON BODY - TAP REFRESH 2 - CAMERA	5	\$963.00	\$0.00	\$963.00
Year 1	73449	AXON RESPOND - LICENSE	5	\$0.00	\$0.00	\$0.00
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	4	\$0.00	\$0.00	\$0.00
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	5	\$797.76	\$0.00	\$797.76
Year 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	15	\$0.00	\$0.00	\$0.00
Year 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	5	\$0.00	\$0.00	\$0.00
Year 1	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	\$362.00	\$0.00	\$362.00
Year 1	73746	AXON EVIDENCE - ECOM LICENSE - PRO	5	\$0.00	\$0.00	\$0.00
Year 1	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	4	\$0.00	\$0.00	\$0.00
Year 1	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	4	\$0.00	\$0.00	\$0.00
Year 1	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	\$0.00	\$0.00	\$0.00
Year 1	80496	AXON BODY 3 - EXT WARRANTY - CAMERA	4	\$0.00	\$0.00	\$0.00
Year 1	80498	AXON BODY 3 - EXT WARRANTY - EIGHT BAY DOCK	1	\$0.00	\$0.00	\$0.00
Year 1	M00001	BUNDLE - CORE TASER 7	5	\$10,183.80	\$0.00	\$10,183.80
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	\$3,621.55	\$0.00	\$3,621.55
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$253.00)	\$0.00	(\$253.00)
Total				\$15,774.11	\$0.00	\$15,774.11

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00001	BUNDLE - CORE TASER 7	5	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	5	\$0.00	\$0.00	\$0.00
Year 2	20248	AXON TASER - EVIDENCE.COM LICENSE	7	\$0.00	\$0.00	\$0.00
Year 2	44729	AXON TASER - INSTRUCTOR COURSE VOUCHER - A LA CARTE	1	\$99.00	\$0.00	\$99.00
Year 2	73310	AXON BODY - TAP REFRESH 2 - CAMERA	5	\$963.00	\$0.00	\$963.00
Year 2	73449	AXON RESPOND - LICENSE	5	\$0.00	\$0.00	\$0.00
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	4	\$0.00	\$0.00	\$0.00
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	5	\$797.76	\$0.00	\$797.76
Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	15	\$0.00	\$0.00	\$0.00
Year 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	5	\$0.00	\$0.00	\$0.00
Year 2	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	\$362.00	\$0.00	\$362.00
Year 2	73746	AXON EVIDENCE - ECOM LICENSE - PRO	5	\$0.00	\$0.00	\$0.00

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	4	\$0.00	\$0.00	\$0.00
Year 2	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	4	\$0.00	\$0.00	\$0.00
Year 2	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	\$0.00	\$0.00	\$0.00
Year 2	80496	AXON BODY 3 - EXT WARRANTY - CAMERA	4	\$0.00	\$0.00	\$0.00
Year 2	80498	AXON BODY 3 - EXT WARRANTY - EIGHT BAY DOCK	1	\$0.00	\$0.00	\$0.00
Year 2	M00001	BUNDLE - CORE TASER 7	5	\$10,183.80	\$0.00	\$10,183.80
Total				\$12,405.56	\$0.00	\$12,405.56

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	5	\$0.00	\$0.00	\$0.00
Year 3	20248	AXON TASER - EVIDENCE.COM LICENSE	7	\$0.00	\$0.00	\$0.00
Year 3	44729	AXON TASER - INSTRUCTOR COURSE VOUCHER - A LA CARTE	1	\$99.00	\$0.00	\$99.00
Year 3	73310	AXON BODY - TAP REFRESH 2 - CAMERA	5	\$963.00	\$0.00	\$963.00
Year 3	73449	AXON RESPOND - LICENSE	5	\$0.00	\$0.00	\$0.00
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	4	\$0.00	\$0.00	\$0.00
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	5	\$797.76	\$0.00	\$797.76
Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	15	\$0.00	\$0.00	\$0.00
Year 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	5	\$0.00	\$0.00	\$0.00
Year 3	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	\$362.00	\$0.00	\$362.00
Year 3	73746	AXON EVIDENCE - ECOM LICENSE - PRO	5	\$0.00	\$0.00	\$0.00
Year 3	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	4	\$0.00	\$0.00	\$0.00
Year 3	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	4	\$0.00	\$0.00	\$0.00
Year 3	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	\$0.00	\$0.00	\$0.00
Year 3	80496	AXON BODY 3 - EXT WARRANTY - CAMERA	4	\$0.00	\$0.00	\$0.00
Year 3	80498	AXON BODY 3 - EXT WARRANTY - EIGHT BAY DOCK	1	\$0.00	\$0.00	\$0.00
Year 3	M00001	BUNDLE - CORE TASER 7	5	\$10,183.80	\$0.00	\$10,183.80
Total				\$12,405.56	\$0.00	\$12,405.56

Dec 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	5	\$0.00	\$0.00	\$0.00
Year 4	20248	AXON TASER - EVIDENCE.COM LICENSE	7	\$0.00	\$0.00	\$0.00
Year 4	44729	AXON TASER - INSTRUCTOR COURSE VOUCHER - A LA CARTE	1	\$99.00	\$0.00	\$99.00
Year 4	73310	AXON BODY - TAP REFRESH 2 - CAMERA	5	\$963.00	\$0.00	\$963.00
Year 4	73449	AXON RESPOND - LICENSE	5	\$0.00	\$0.00	\$0.00
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	4	\$0.00	\$0.00	\$0.00
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	5	\$797.76	\$0.00	\$797.76
Year 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	15	\$0.00	\$0.00	\$0.00
Year 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	5	\$0.00	\$0.00	\$0.00
Year 4	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	\$362.00	\$0.00	\$362.00
Year 4	73746	AXON EVIDENCE - ECOM LICENSE - PRO	5	\$0.00	\$0.00	\$0.00
Year 4	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	4	\$0.00	\$0.00	\$0.00
Year 4	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	4	\$0.00	\$0.00	\$0.00
Year 4	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	\$0.00	\$0.00	\$0.00
Year 4	80496	AXON BODY 3 - EXT WARRANTY - CAMERA	4	\$0.00	\$0.00	\$0.00
Year 4	80498	AXON BODY 3 - EXT WARRANTY - EIGHT BAY DOCK	1	\$0.00	\$0.00	\$0.00
Year 4	M00001	BUNDLE - CORE TASER 7	5	\$10,183.80	\$0.00	\$10,183.80
Total				\$12,405.56	\$0.00	\$12,405.56

Dec 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	5	\$0.00	\$0.00	\$0.00
Year 5	20248	AXON TASER - EVIDENCE.COM LICENSE	7	\$0.00	\$0.00	\$0.00
Year 5	44729	AXON TASER - INSTRUCTOR COURSE VOUCHER - A LA CARTE	1	\$99.00	\$0.00	\$99.00
Year 5	73310	AXON BODY - TAP REFRESH 2 - CAMERA	5	\$963.00	\$0.00	\$963.00
Year 5	73449	AXON RESPOND - LICENSE	5	\$0.00	\$0.00	\$0.00
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	4	\$0.00	\$0.00	\$0.00
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	5	\$797.76	\$0.00	\$797.76
Year 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	15	\$0.00	\$0.00	\$0.00
Year 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	5	\$0.00	\$0.00	\$0.00
Year 5	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	\$362.00	\$0.00	\$362.00
Year 5	73746	AXON EVIDENCE - ECOM LICENSE - PRO	5	\$0.00	\$0.00	\$0.00
Year 5	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	4	\$0.00	\$0.00	\$0.00
Year 5	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	4	\$0.00	\$0.00	\$0.00
Year 5	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	\$0.00	\$0.00	\$0.00
Year 5	80496	AXON BODY 3 - EXT WARRANTY - CAMERA	4	\$0.00	\$0.00	\$0.00
Year 5	80498	AXON BODY 3 - EXT WARRANTY - EIGHT BAY DOCK	1	\$0.00	\$0.00	\$0.00
Year 5	M00001	BUNDLE - CORE TASER 7	5	\$10,183.80	\$0.00	\$10,183.80
Total				\$12,405.56	\$0.00	\$12,405.56

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has an existing contract originated via Quotes:

Q-309316, Q-526364, Q-560488

Agency is terminating this contract effective 12/31/2024 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$3,368.54

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-309316 INV-278862 4/2/2024 \$7,632.00

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quote Q-287783. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

5/7/2024





City Council Agenda Memo

DATE: 5/13/2024
TITLE: Living Waters Winery & Vineyard, Inc. – Tasting Room License
PRESENTED BY: Doug Parks, Attorney & Mary Csukas, City Clerk
PRIORITY: Strategic Priority - Communication

AGENDA ITEM DESCRIPTION

Living Waters Winery & Vineyard, Inc., owned and operated by Crystal Whitney in Blairsville, GA, is interested in placing a tasting room in the Sips and Blue retail store inside Blue Gallery at 94 Public Square N.

HISTORY/PAST ACTION

This location, 94 Public Square, has housed a tasting room for the past three years.

FINANCIAL IMPACT

None

RECOMMENDATION

Staff recommends that the alcoholic beverage license for a Tasting Room to Living Waters Winery & Vineyard, Inc., located at 94 Public Square N, be approved for a tasting room.

SUGGESTED MOTIONS

ATTACHMENTS

Applications for an alcoholic beverage license for a tasting room.
Occupancy Tax Certificate for Retail Store- Sips and Blue



Agreements and Contracts

DATE: 6/3/2024
TITLE: Project 2024-006 City of Dahlonega Plaza Improvements
PRESENTED BY: Vince Hunsinger, Capital Projects Manager
PRIORITY: Strategic Priority - Infrastructure

AGENDA ITEM DESCRIPTION

The City of Dahlonega Capital Projects Team has accepted sealed bids for Plaza Improvements per City of Dahlonega Plans dated 10/20/2023 and revised 2/13/2024. This includes removing tile and replacing with brick pavers because the current tile texture is slick and could cause falls, replacing sewer service due to frequent blockages in current system, replacing handicap ramp per plan, replacing thermoplastic striping, adding electrical outlets to decrease the chance of pedestrians tripping and falling over drop cords at Christmas and other events, and adding trench drain and stormwater to alleviate water entering the Welcome Center at the bathroom entrance.

HISTORY/PAST ACTION

The bid opening was held on April 23, 2024. The Capital Projects Team estimated a budgetary need of \$295,060.

FINANCIAL IMPACT

The lowest bid was placed by Hasbun Construction for \$270,453.70. The city has tourism product development funds sufficient to cover this needed project with no other funding.

RECOMMENDATION

It is the recommendation of staff to proceed with this project.

SUGGESTED MOTIONS

Approval for Hasbun Construction for Project 2024-006 Dahlonega Plaza Improvements.

ATTACHMENTS



2024-006-Plaza-Imp
rovements-ITB - web



2024-006-Plaza-Imp
rovements-Plans - w

**CITY OF DAHLONEGA
 BID OPENING
 APRIL 23, 2024, 2:00PM**

**PLAZA IMPROVEMENTS
 PROJECT #2024-006**

Contractor	Attachments								W-9	Ins	Bond	Price
	A	B	C	D	E	F	G	H				
Triscapex Inc.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$412,257.37
Sol Construction	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$395,278.00
Hasbun Construction	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$270,453.70
Grade Co Inc.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$299,970.00

Opened By: CHRIS YORK

Attendees: Brittany Lee, City of Dahlonega _____
Vince Kinsinger _____



**CITY OF DAHLONEGA
INVITATION TO BID**

**CITY OF DAHLONEGA
PLAZA IMPROVEMENTS
PROJECT # 2024-006**

ISSUING AGENCY

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

ISSUE DATE

February 26, 2024

PURCHASING AGENT (CITY CONTACT)

Brittany Lee

PRE-BID MEETING (MANDATORY)

March 27, 2024, 2:00 PM

BID CLOSING DATE

April 23, 2024, 2:00 PM

BIDS ARE DUE AT THE ADDRESS SHOWN ABOVE NO LATER THAN

April 23, 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
CITY OF DAHLONEGA
PLAZA IMPROVEMENTS
PROJECT # 2024-006

The City of Dahlonega is requesting sealed bids for Plaza Improvements per City of Dahlonega Plans dated 10/20/2023 and revised 2/13/2024.

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 March 27, 2024, 2:00 PM, EST at the City Hall Council Chambers at 465 Riley Road, Dahlonega, GA 30533.

Questions regarding Project #2024-006 will be accepted in writing only, to the City of Dahlonega Purchasing Agent, Brittany Lee at blee@dahlonega.gov or faxed to 706-864-4837 before 12:00 PM, EST, on April 2, 2024. Responses will be posted by addenda no later than 5:00 PM EST, on April 12, 2024, to 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 April 23, 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.

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

CITY OF DAHLONEGA
PLAZA IMPROVEMENTS
PROJECT # 2024-006

1.0 INTRODUCTION

1.1 Purpose of Procurement

The City of Dahlonega is requesting sealed bids for Plaza Improvements per City of Dahlonega plans dated 10/20/2023 and revised 2/13/2024. This work is in the city of Dahlonega, Georgia.

1.2 Schedule of Events

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

DATE	ACTIVITY
February 26, 2024	Release of Invitation to Bid
March 27, 2024 2:00 AM	Mandatory Pre-Bid Meeting held at the City of Dahlonega Council Room at 465 Riley Road, Dahlonega GA. 30533
April 2, 2024 12:00 PM	Deadline for written questions to be submitted to Purchasing Agent
April 12, 2024 5:00 PM	Answers to written questions and all addenda posted on website: www.dahlonega.gov
April 23, 2024 2:00 PM	Bids due and bid opening (Bids will be accepted until time of opening.) No bids will be accepted after the due date and time.

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 **March 27, 2024, 2:00 PM 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 **April 2, 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
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, no later than **April 12, 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 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 **April 23, 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 "**Plaza Improvements 2024-006**"

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 **April, 23, 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 removing and replacing brick pavers in front of the Welcome Center and down Park Street to the intersection of Choice Ave. Also replacing sewer service and tying into the manhole in Park Street. The backfilling of Park Street shall be GAB and 6 IN of HES Concrete with milled joints and asphalt overlay using 12.5 mm mix. Replace the handicap ramps per plans. All striping shall be thermoplastic with two Applications. Place additional electrical run with plugs per plans. All work shall be completed per City of Dahlonega plans dated 10/20/2023 and latest revision date of 2/13/2024. 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

005-0023 ADA Ramps DOT A, B, C, D All work shall be in accordance with the 2021 GA DOT Standard Specification.

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.

210-1500 Clearing Grubbing and Demo: This item shall be in accordance with the 2021 GDOT Standard Specification.

310-1101: Gr. Aggr. Base Cr.: All work shall be in accordance with the 2021 Ga. DOT Standard Specification

Item 402-3101: Recycled Asphalt 12.5 MM Superpave: 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.

432-5010 Mill Asphalt Conc PVMT, Variable Depth: All work shall be in accordance with the 2021 Ga. Standard Specification.

441-0104 Concrete Sidewalk, 4 IN: All work shall be in accordance with the 2021 Ga. Standard Specification.

500-3101 Class A Concrete: All work shall be in accordance with the 2021 Ga. Standard Specification.

500-3191 Class A Concrete, HES: All work shall be in accordance with the 2021 Ga. Standard Specification.

550-1120 Storm Drainpipe, 12 IN, H 1-10 HDPE N-12 Smooth Wall: All work shall be in accordance with the 2021 Georgia Standard Specification.

550-1120 Storm Drainpipe 12 IN, H 1-10, RCP: All work shall be in accordance with the Georgia Standard Specification.

653-1501 Thermoplastic Solid Traffic Stripe, 5 In White: All work shall be in accordance with the 2021 Ga. Standard Specification.

653-1502 Thermoplastic Solid Traffic Stripe, 5 In Yellow: All work shall be in accordance with the 2021 Ga. Standard Specification.

653-1804 Thermoplastic Solid Traffic Stripe, 8 In White: All work shall be in accordance with the 2021Ga. Standard Specification.

668-2100 Drop Inlet, GP 1, 1019A All work shall be in accordance with the Georgia Standard Specification.

668-5000 Junction Box 2'x2', 9031U: All work shall be in accordance with the 2021 Georgia Standard Specification.

700-9300 SOD Fescue: All work shall be in accordance with the 2021 Ga Standard Specification.

900-0039 Remove and Replace Brick Pavers, Incl Mortar: All work shall be in accordance with the 2021 Ga. Standard Specification.

Install 6 In, SRD 26 PVC Sewer Service, Incl Fittings: All work shall be in accordance with the City of Dahlonega Specification.

Electrical Run with Plugs, Per Plan: All work shall be in accordance with the City of Dahlonega Specification.

Install Duraslot Drain: All work shall be in accordance with Georgia Standard Specification

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.

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.dahlonega.gov no later than 5:00 PM EST on **April, 12, 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 Dahlonega, 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 Dahlonega 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.
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 Dahlonega 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 February 26, 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
CITY OF DAHLONEGA
PLAZA IMPROVEMENTS
PROJECT #2024-006**

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
CITY OF DAHLONEGA
PLAZA IMPROVEMENTS
PROJECT #2024-006**

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
CITY OF DAHLONEGA
PLAZA IMPROVEMENTS
PROJECT #2024-006**

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

Mailing Address

City, State, & Zip Code

City, State, & Zip Code

Accounting/Office Phone Number

Accounting/Office Email Address

Tax ID Number

OR

Social Security Number

Name and Title of Person Authorized to Sign

Name

Signature

Title

Phone Number

Email *(for DocuSign of contract & award documents)*

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
CITY OF DAHLONEGA
PLAZA IMPROVEMENTS
PROJECT #2024-006**

PRICING SHEET

Company Name:

LINE NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY AND UNITS	UNIT PRICE (DOLLARS/CENTS)	DOLLARS/CENTS
0005	005-0023 ADA Ramps DOT A, B, C, D	2 EA		
0010	150-3110 Traffic Control	1 LS		
0015	210-1500 Clearing Grubbing, Demo	1 LS		
0020	310-1101 Gr Aggr BaseCrs, Incl Matl	100 TN		
0025	402-3130 Recycled Asph Conc 12.5 MM Superpave, GP 1or 2, incl Bitum Matl and H Lime	9 TN		
0030	413-1000 Bitum Tack Coat	50 Gal		
0035	432-5010 Mill Asph Conc PVMT, Variable Depth	95 SY		
0040	441-0104 Conc Sidewalk, 4 In	3 SY		
0045	500-3101 Class A Concrete	48 CY		
0050	500-3191 Class A Concrete, HES	3 CY		
0055	550-1120 Storm Drain Pipe, 12 IN, H 1-10, HDPE N-12 Smooth Wall	220 LF		
0060	550-1120 Storm Drain Pipe, 12 IN, H 1-10 RCP	20 LF		
0065	653-1501 Thermoplastic Solid Traffic Stripe, 5 In White	55 LF		
0070	653-1502 Thermoplastic Solid Traffic Stripe, 5 In Yellow	50 LF		
0075	653-1804 Thermoplastic Solid Traffic Stripe, 8 In White	146 LF		
0080	668-2100 Drop Inlet, GP 1, 1019A	1 EA		
0085	668-5000 Junction Box 2'x2', 9031U	3 EA		
0090	700-9300 SOD, Fescue	250 SF		

0095	900-0039 Remove and Replace Brick Pavers, Incl Mortar	405 SY		
0100	Install 6 In SRD 26 PVC Sewer Service, Incl Fitting	LS 1		
0105	Electrical Run with Plugs, Per Plans	LS 1		
0110	Install Duraslot Drain	60 LF		
TOTAL BID				

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
CITY OF DAHLONEGA
PLAZA IMPROVEMENTS
PROJECT #2024-006**

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
CITY OF DAHLONEGA
PLAZA IMPROVEMENTS
PROJECT #2024-006**

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
CITY OF DAHLONEGA
PLAZA IMPROVEMENTS
PROJECT #2024-006**

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
CITY OF DAHLONEGA
PLAZA IMPROVEMENTS
PROJECT #2024-006**

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)

Signature of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ____ DAY OF _____, 202__.

Name and Title of Authorized Officer or Agent

NOTARY PUBLIC
My Commission Expires: _____

**CONTRACT
CITY OF DAHLONEGA
PLAZA IMPROVEMENTS
PROJECT #2024-006**

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. The scope of work for this project shall consist of removing and replacing brick pavers in front of the Welcome Center and down Park Street to the intersection of Choice Ave. Also replacing sewer service and tying into manhole in Park Street. The backfilling of Park Street shall be GAB and 6 IN of HES Concrete with milled joints and asphalt overlay using 12.5 MM mix. Replace the handicap ramps per plans. All striping shall be thermoplastic with two Applications. Place additional electrical run with plugs per plans. All work shall be completed per City of Dahlonega plans dated 10/20/2023 and latest revision date of 2/13/2024. 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	005-0023 ADA Ramps DOT A, B, C, D	EA	\$
0010	150-1000 Traffic Control	LS	\$
0015	210-1500 Clearing, Grubbing, Demo	LS	\$
0020	310-1101 Gr Aggr Base Crs, incl Matl	TN	\$

0025	402-3130 Recycled Asphalt Concrete 12.5 MM Super Pave GP 2 only, including Bitum Material and H Lime	TN	\$
0030	413-1000 Bitum Tack Coat	Gal	\$
0035	432-5010 Mill Asph Conc PVMT, Variable Depth	SY	\$
0040	441-0104 Conc Sidewalk, 4 IN	SY	\$
0045	500-3101 Class A Concrete	CY	\$
0050	500-3191 Class A Concrete, HES	CY	\$
0055	550 1120 Storm Drain Pipe, 12 IN, H 1- 10, HDPE N-12 Smooth Wall	LF	\$
0060	550-1120 Storm Drain Pipe, 12 IN, H 1-10 RCP	LF	\$
0065	653-1501 Thermoplastic Solid Traffic Stripe, 5 IN White	LF	\$
0070	653-1502 Thermoplastic Solid Traffic Stripe, 5 IN Yellow	LF	\$
0075	653-1804 Thermoplastic Solid Traffic Stripe, 8 IN White	LF	\$
0080	668-2100 Drop Inlet, GP 1 1019A	EA	\$
0085	668-5000 Junction Box 2'x2' 9031U	EA	\$
0090	700-9300 Sod Fescue	SF	\$
0095	900-0039 Remove and Replace Brick Pavers, Incl Mortar	SY	\$
0100	Install 6 IN SRD 26 PVC Sewer Service, Incl Fittings	LS	\$
0105	Electrical Run with Plugs, Per Plans	LS	\$
0110	Install Duraslot Drain	LF	\$

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 February 26, 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 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:

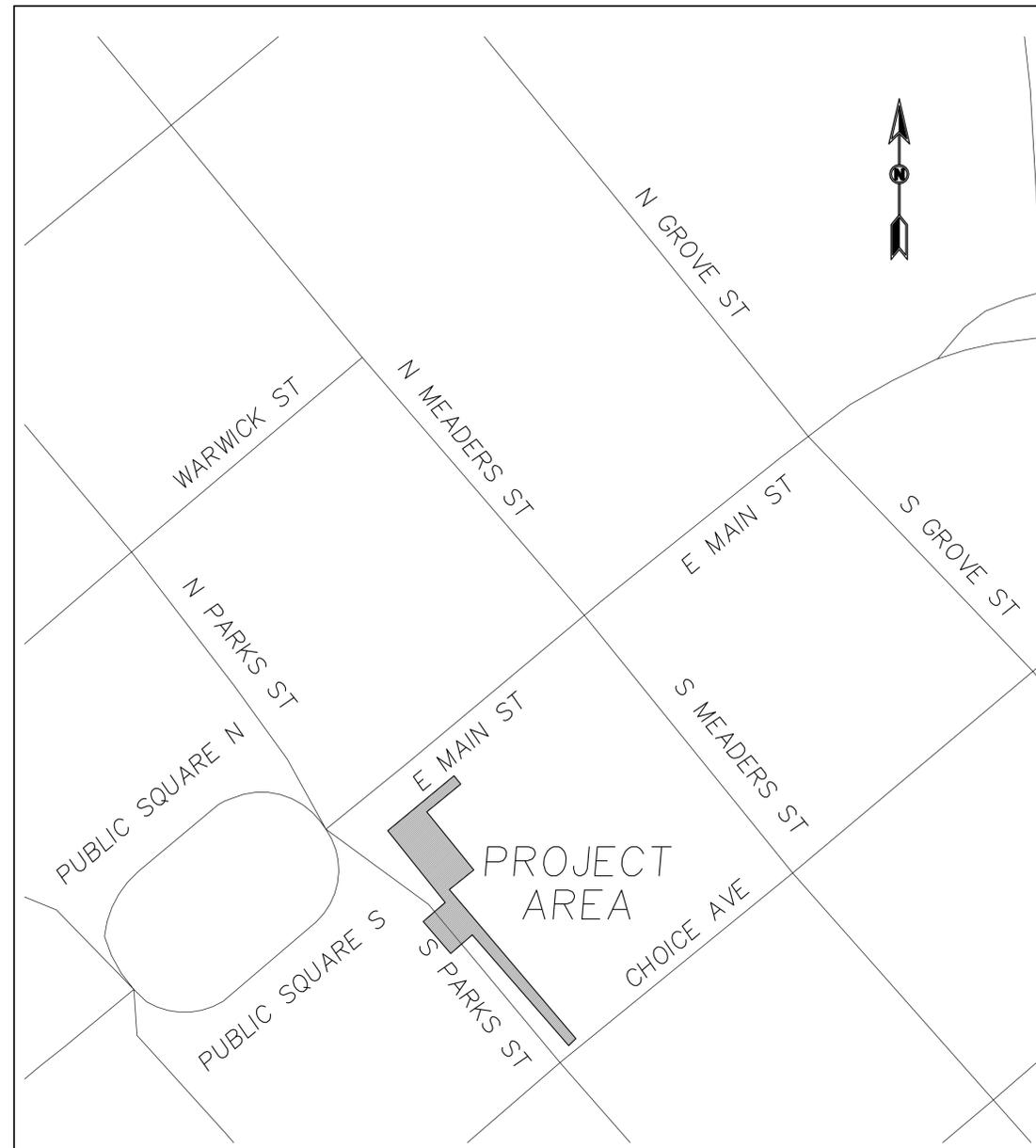
[Corporate Seal]

Mary Csukas
City of Dahlonega Clerk

CONSTRUCTION PLANS FOR

CITY OF DAHLONEGA PLAZA IMPROVEMENTS

SHEET INDEX	
1	COVER SHEET
2	EXISTING CONDITIONS AND DEMO PLAN
3	SITE PLAN
4	CONSTRUCTION DETAILS



CONSTRUCTION NOTES:

1. ALL CONCRETE TO BE GDOT CLASS A (3,000 PSI) UNLESS NOTED OTHERWISE.
2. ALL PVC SEWER PIPES WILL BE BACK FILLED WITH COMPACTED GAB.
3. ALL CONSTRUCTION STAKING WILL BE CONDUCTED UNDER THE SUPERVISION OF A GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR.
4. CONTRACTOR WILL FIELD VERIFY LOCATION AND DEPTH OF ALL UTILITIES.
5. ALL IMPROVEMENTS TO CONFORM WITH CITY OF DAHLONEGA AND GEORGIA DEPARTMENT OF TRANSPORTATION CONSTRUCTION STANDARDS AND SPECIFICATIONS, LAST EDITION.
6. EXISTING ASPHALT WILL BE MILLED TO ALLOW FINAL SURFACE TO MATCH EXISTING ASPHALT ELEVATION. MILLED EDGES WILL BE SAW CUT TO PROVIDE A VERTICAL TIE IN SURFACE FOR NEW ASPHALT.
7. BRICK PAVERS SHALL BE FLUSH WITH TOP OF CURB. PAVERS TO MATCH EXISTING ELEVATIONS AT ALL TIE IN LOCATIONS.
8. ALL SIGNS, TRASH CANS AND BENCHES TO BE REINSTALLED IN EXISTING LOCATION UNLESS RELOCATED PER PLAN.
9. ALL LABOR, MATERIAL AND DISPOSAL COSTS REQUIRED TO COMPLETE PROJECT PER PLAN WILL BE INCLUDED IN UNIT RATES.
10. ALL AREAS DISTURBED DURING CONSTRUCTION TO BE GRADED TO MATCH ADJACENT SURFACES, STABILIZED AND REVEGETATED WITH TALL FESCUE.
11. AREA OF UNACCEPTABLE SUBGRADE EXCAVATION WILL BE BACKFILLED WITH GAB IN MAXIMUM 1 FOOT THICK LIFTS.
12. ALL PAVEMENT MARKINGS TO BE REPLACED WITH THERMOPLASTIC TRAFFIC STRIPE MEETING GDOT STANDARD SPECIFICATIONS SECTION 653.

ESTIMATED QUANTITIES:

ITEM	UNITS	AMOUNT
DEMO FLAT CONCRETE	SY	57
DEMO BRICK PAVER	SY	208
DEMO HEADER CURB	LF	28
DEMO TILE (INCLUDING CONCRETE SUBGRADE)	SY	178
INSTALL 6" SRD 26 PVC SEWER SERVICE (INC. FITTINGS)	LF	75
GAB SEWER SERVICE TRENCH BACKFILL	TON	20
GDOT 1401 PAVEMENT PATCH FOR OPEN CUT (4500 PSI CONCRETE)	LF	26
ASPHALT MILLING (1 1/2")	SY	95
INSTALL GDOT A3 (TYPE B) ADA WHEELCHAIR RAMP	EA	2
BRICK PAVERS 4" GAB SUBGRADE	TON	76
BRICK PAVERS 4" CONCRETE SUBGRADE	CY	46
BRICK PAVERS SIDEWALK (INC. MORTAR)	SY	405
4" THICK CONCRETE SIDEWALK	SY	2.3
12.5 MM ASPHALT	TON	9
ELECTRICAL RUN WITH PLUGS	LS	1
THERMOPLASTIC 5" WHITE SOLID STRIPE	LF	55
THERMOPLASTIC 8" WHITE SOLID STRIPE	LF	146
THERMOPLASTIC 5" YELLOW SOLID STRIPE	LF	50
TRENCH DRAIN	LF	58
1019 DROP INLET	EA	1
9031U JUNCTION BOX	EA	3
12" HDPE PIPE	LF	220
12" RCP PIPE	LF	20
CONCRETE SEWER ENCASEMENT	CY	1.5

CONTRACTOR TO VERIFY QUANTITIES



CALL BEFORE YOU DIG!
1-800-282-7411

OWNER AND DEVELOPER
CITY OF DAHLONEGA
465 RILEY ROAD
DAHLONEGA, GA 30533
PHONE: (706) 864-6133
ATTN: MARK BUCHANAN
mbuchanan@dahlonega.gov
VINCE HUNSINGER
vhunsinger@dahlonega.gov

24-HOUR CONTACT
VINCE HUNSINGER
(706) 973-9933

DES
DAVIS
ENGINEERING & SURVEYING
24 DAWSON VILLAGE WAY S.
DAHLONEGA, GA 30534
PH: (706) 265-1234
DAVISENGINEERS.COM



2-13-24

REVISION	DATE	DESCRIPTION
REV 1	11-20-23	REVISED PER CITY COMMENTS
REV 2	12-05-23	REVISED PER CITY COMMENTS
REV 3	2-13-24	ADDED TRENCH DRAIN

COVER SHEET
CITY OF DAHLONEGA
PLAZA IMPROVEMENTS
 CITY OF DAHLONEGA
 LUMPKIN COUNTY, GEORGIA

DRAWN BY: LR
FIELD CREW:
DATE: 10-20-23
CHECKED BY:

SHEET NO.
1 OF 4
PROJECT NO.
2023-453

OWNER AND DEVELOPER
 CITY OF DAHLONEGA
 465 RILEY ROAD
 DAHLONEGA, GA 30533
 PHONE: (706) 864-6133
 ATTN: MARK BUCHANAN
 mbuchanan@dahlonega.gov
 VINCE HUNSINGER
 vnhunsinger@dahlonega.gov

24-HOUR CONTACT
 VINCE HUNSINGER
 (706) 973-9933

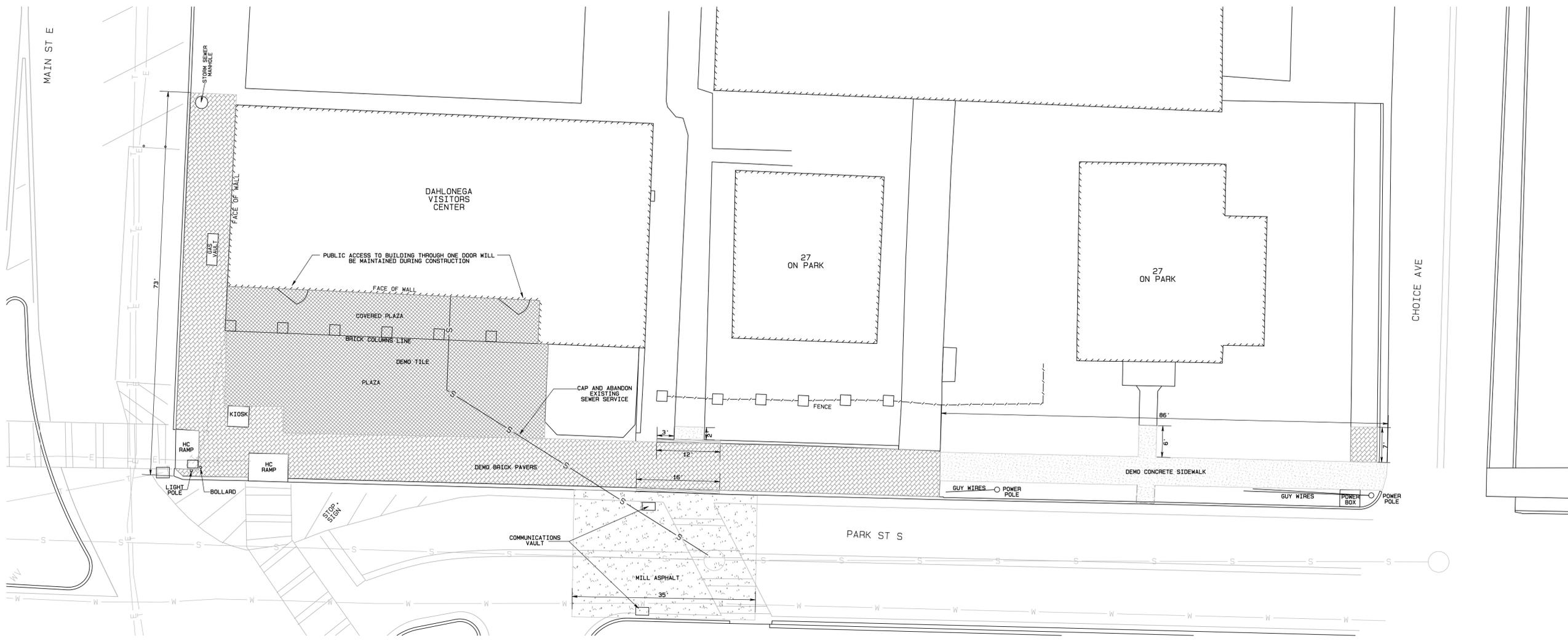
DES
DAVIS
 ENGINEERING & SURVEYING
 24 DAWSON VILLAGE WAY S.
 DAWSONVILLE, GA 30534
 PH: (706) 265-1234
 DAVISENGINEERS.COM



11-20-23



CALL BEFORE YOU DIG!
 1-800-282-7411



- DEMO LEGEND
- DEMO FLAT CONCRETE
 - DEMO BRICK PAVER
 - DEMO TILE
 - MILL ASPHALT
 - DEMO HEADER CURB



EXISTING CONDITIONS AND DEMO
CITY OF DAHLONEGA
PLAZA IMPROVEMENTS
 CITY OF DAHLONEGA
 LUMPKIN COUNTY, GEORGIA

DRAWN BY: LR
 FIELD CREW:
 DATE: 10-20-23
 CHECKED BY:

SHEET NO.
 2 OF 4

PROJECT NO.
 2023-453

OWNER AND DEVELOPER
 CITY OF DAHLONEGA
 465 RILEY ROAD
 DAHLONEGA, GA 30533
 PHONE: (706) 864-6133
 ATTN: MARK BUCHANAN
 mbuchanan@dahlonega.gov
 VINCE HUNSINGER
 vhunsinger@dahlonega.gov

24-HOUR CONTACT
 VINCE HUNSINGER
 (706) 973-6933

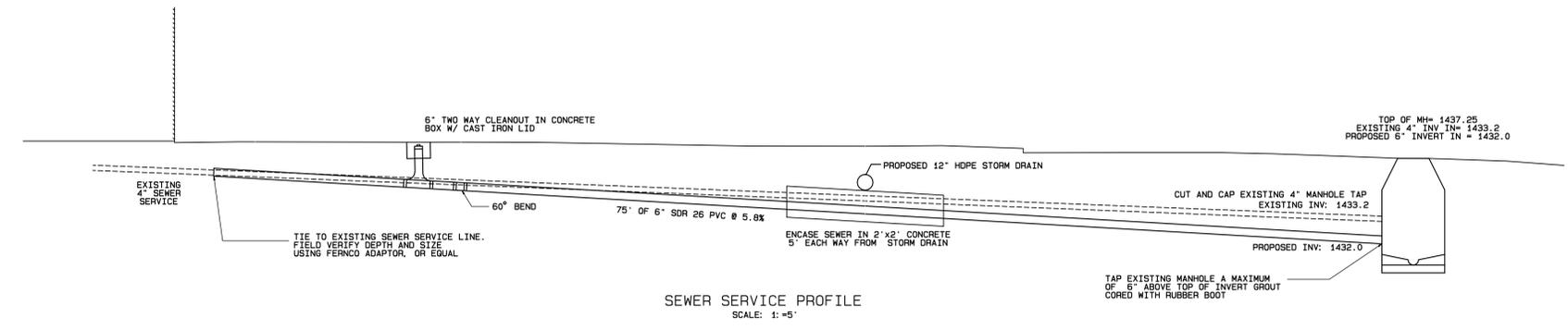


CALL BEFORE YOU DIG!
 1-800-282-7411

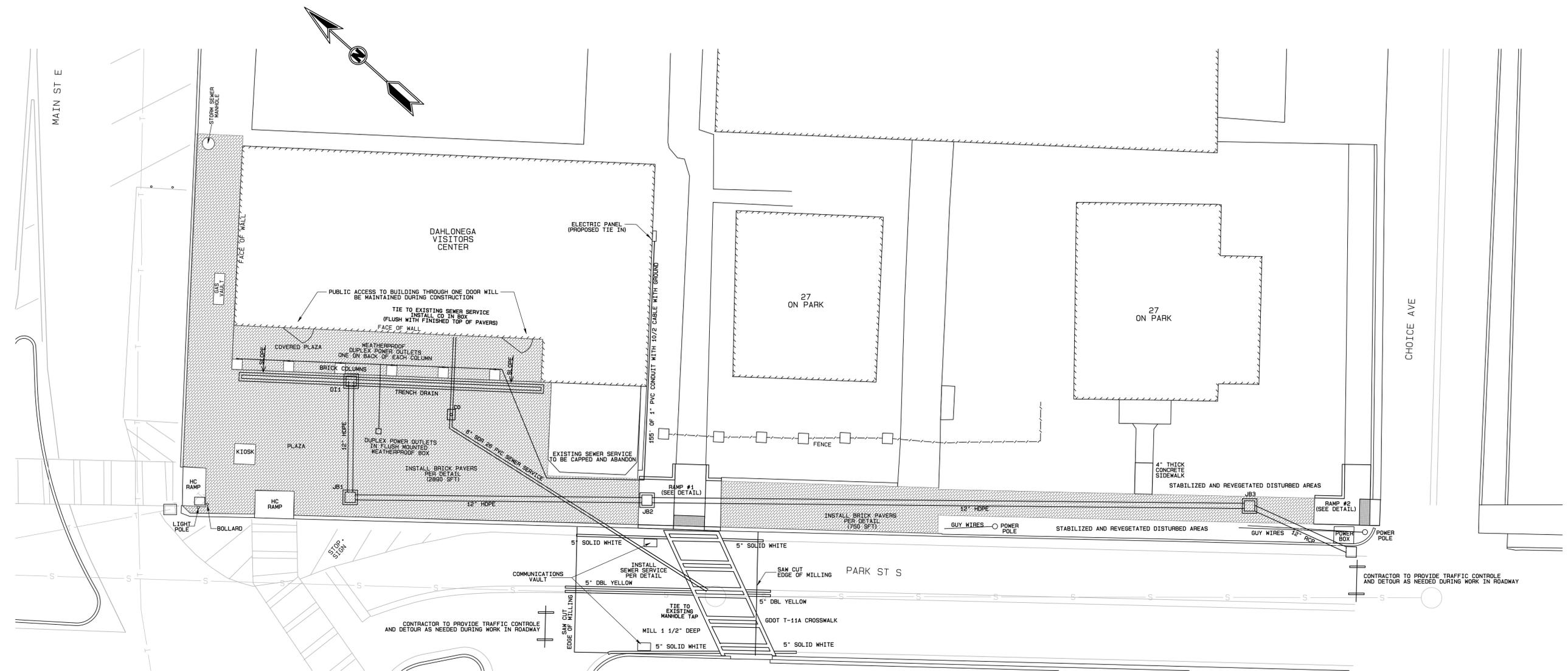
DES
DAVIS
 ENGINEERING & SURVEYING
 24 DAWSON VILLAGE WAY S.
 DANSONVILLE, GA 30534
 PH: (706) 265-1234
 DAVISENGINEERS.COM



2-13-24



SEWER SERVICE PROFILE
 SCALE: 1"=5'



MILLED EDGES TO BE SAW CUT TO PROVIDE A VERTICAL TIE IN SURFACE FOR NEW ASPHALT.
 ALL ASPHALT MATERIALS AND INSTALLATION TO MEET CURRENT GDOT SPECIFICATIONS.
 MATERIAL: GDOT 402-3130: RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GROUP 2 ONLY,
 INCLUDING BITUMINOUS MATERIALS AND HYDRATED LIME
 ALL PAVEMENT MARKINGS TO BE THEROPLASTIC INSTALLED PER GDOT STANDARDS

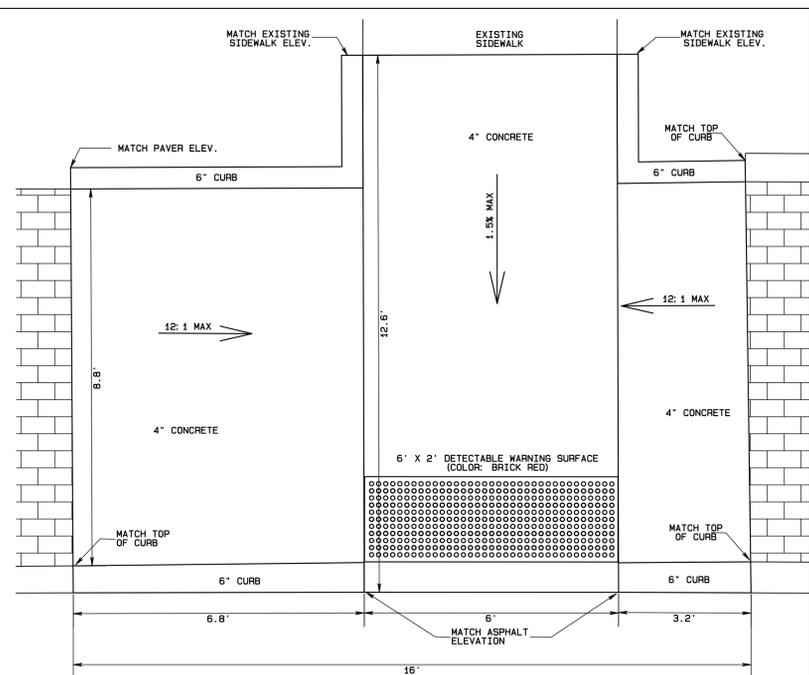


REVISION	DATE	DESCRIPTION
REV 1	11-20-23	REVISED PER CITY COMMENTS
REV 2	12-05-23	REVISED PER CITY COMMENTS
REV 3	2-13-24	ADDED TRENCH DRAIN

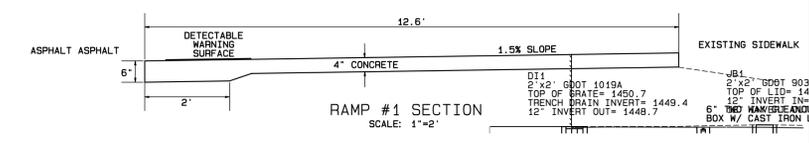
SITE PLAN
CITY OF DAHLONEGA
PLAZA IMPROVEMENTS
 CITY OF DAHLONEGA
 LUMPKIN COUNTY, GEORGIA

DRAWN BY: LR
 FIELD CREW:
 DATE: 10-20-23
 CHECKED BY:

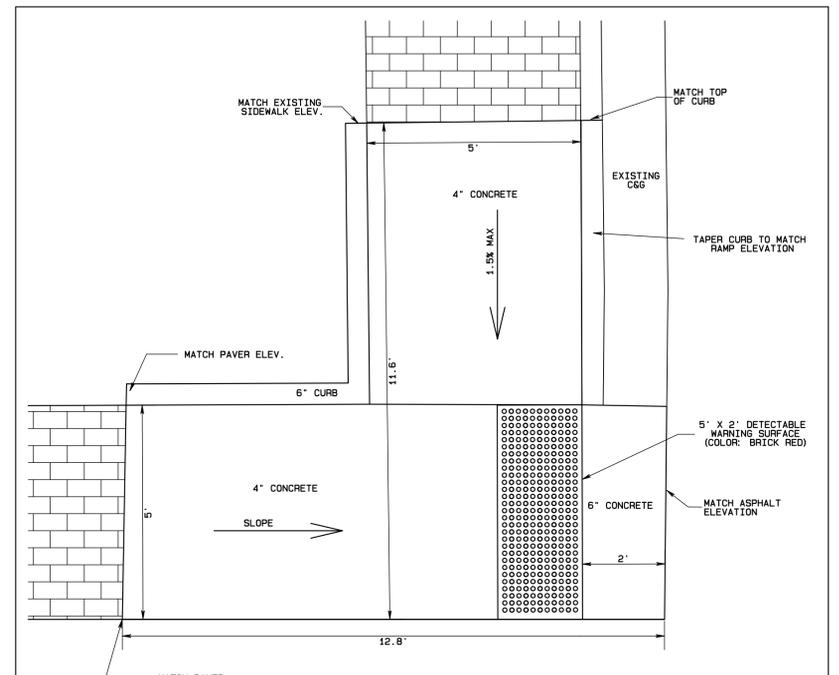
SHEET NO.
 3 OF 4
 PROJECT NO.
 2023-453



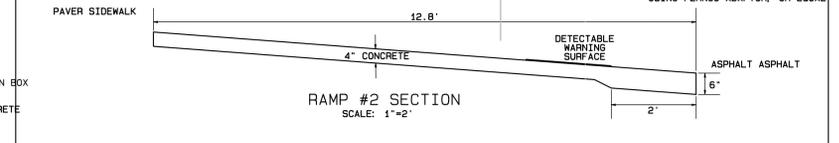
RAMP #1 PLAN
SCALE: 1"=2"



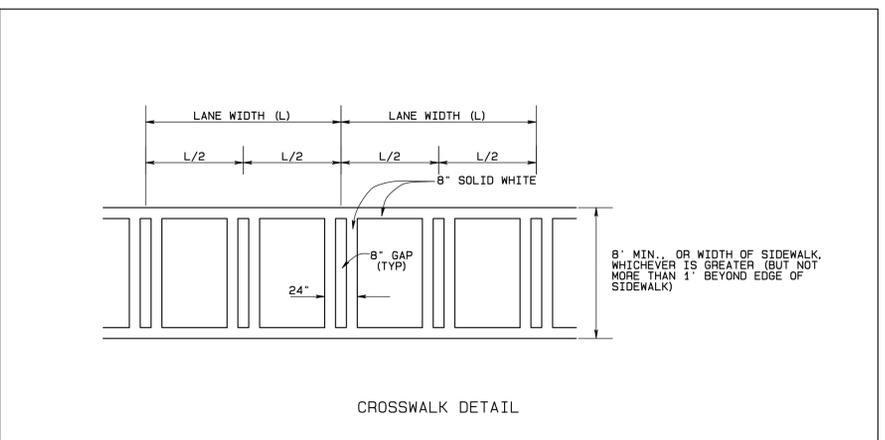
RAMP #1 SECTION
SCALE: 1"=2"



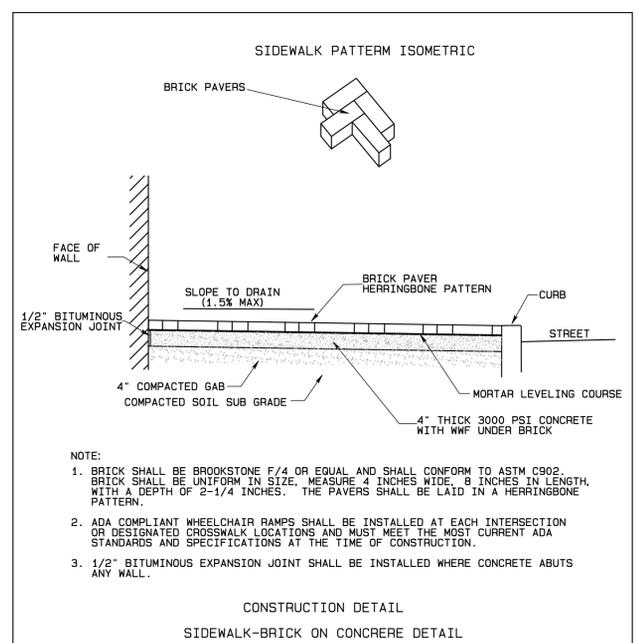
RAMP #2 PLAN
SCALE: 1"=2"



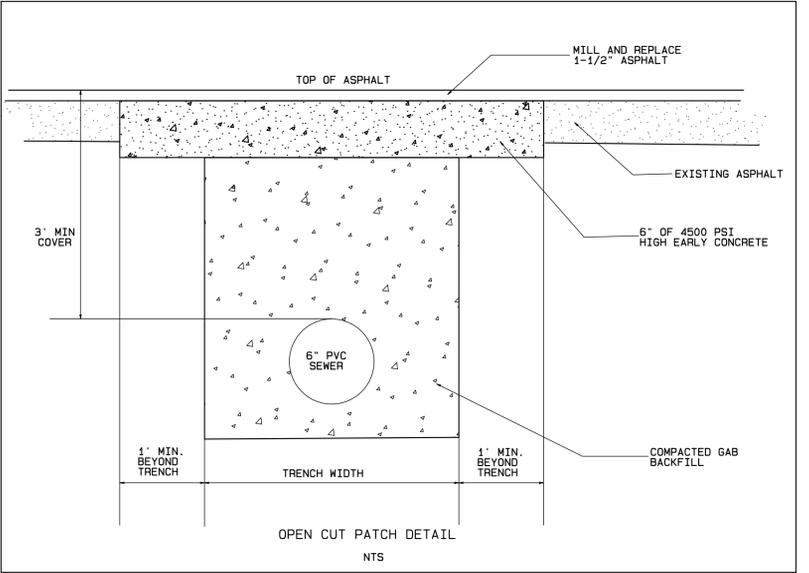
RAMP #2 SECTION
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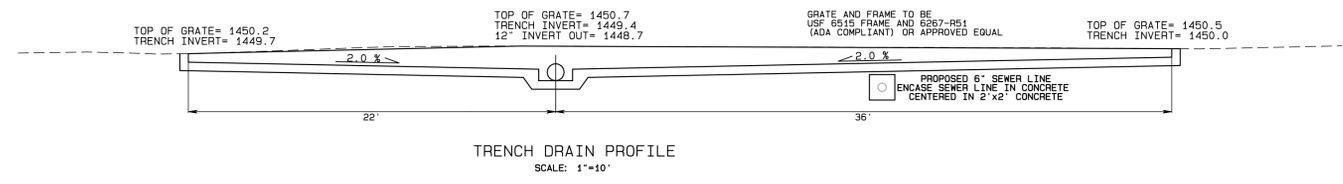
CROSSWALK DETAIL



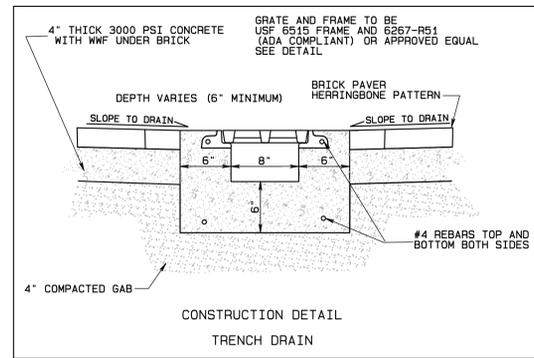
CONSTRUCTION DETAIL
SIDEWALK-BRICK ON CONCRETE DETAIL



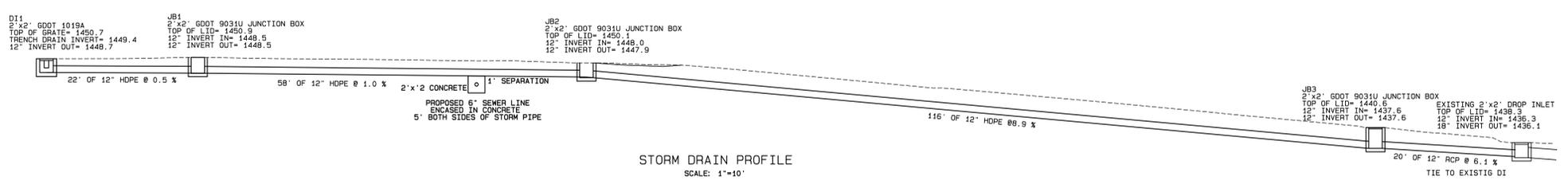
OPEN CUT PATCH DETAIL
NTS



TRENCH DRAIN PROFILE
SCALE: 1"=10"



CONSTRUCTION DETAIL
TRENCH DRAIN



STORM DRAIN PROFILE
SCALE: 1"=10"



REVISION	DATE	DESCRIPTION
REV 1	11-20-23	REVISED PER CITY COMMENTS
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CONSTRUCTION DETAILS
CITY OF DAHLONEGA
PLAZA IMPROVEMENTS
CITY OF DAHLONEGA
LUMPKIN COUNTY, GEORGIA

DRAWN BY: LR
FIELD CREW:
DATE: 10-20-23
CHECKED BY:



CITY OF DAHLONEGA

Council Meeting - Amended Minutes

May 06, 2024, 6:00 PM

Gary McCullough 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.

CALL TO ORDER AND WELCOME

Mayor Taylor called the May 6, 2024, City Council Meeting to order at 6:01 P.M.

Mayor Taylor thanked everyone for coming to the meeting.

PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Taylor asked Councilmember Brown to lead the prayer and Councilmember Ariemma to lead the Pledge of Allegiance.

APPROVAL OF AGENDA

Mayor Taylor called for a motion to approve the agenda with one change to item 5 only to discuss Ordinance 2023-06 Amendment Two.

Motion made by Councilmember Reagin to approve the agenda with a change to item 5 only to discuss Ordinance 2023-06 Amendment Two, Seconded by Councilmember Gaddis.

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

APPROVAL OF CONSENT AGENDA

Mayor Taylor called for a motion to approve the consent agenda.

Motion made by Councilmember Gaddis to approve the consent agenda items, Seconded by Councilmember Brown.

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

1. 2024 National Travel and Tourism Week Joint Proclamation
Allison Martin, City Manager
2. 2024 Georgia Cities Week Resolution
Allison Martin, City Manager
Strategic Priority - Communication
3. Application for a Consumption on Premise Alcoholic Beverage License – Georgia 7 Pie LLC dba 7 Pie Pizzeria
Doug Parks, City Attorney & Mary Csukas, City Clerk
Strategic Priority - Communication

4. Application for a Retail Alcoholic Beverage License – Dahlonaga Tours and More LLC
dba Dahlonaga Walking Tours Ghost and Grapes Tasting Room
Doug Parks, City Attorney & Mary Csukas, City Clerk
Strategic Priority - Communication

PUBLIC COMMENT – Limit to 3 minutes

Mayor Taylor opened the floor to public comments.

Mr. Larson made a public comment about the Sunrise Rotary Club Tribute Dinner that would be held on May 23rd. He thanked the Nugget for helping them with the invitations. He hopes to see the Council Members at the dinner on May 23rd.

Mr. Gribben made a comment on the signage ordinance and suggested that the Director of Planning and Zoning position be filled.

Mr. Gordineer made a comment about how well the Bear on the Square festival went. He complimented the staff on how well the square looked for the festival. He asked a question about item number 7. He questioned the sign ordinance.

Ms. Labbell made a comment about the sign ordinance. She stated she was a professor at UNG and had students paint murals in town and questioned what areas of Dahlonaga would be included in the ordinance.

Ms. Rowe made a comment thanking the council for looking into the ordinance longer to get a better evaluation of the sign ordinance. She also stated that she is looking forward to getting a better look into the alcohol ordinance. She encouraged the council to have more engagement towards business owners in Dahlonaga.

Mr. Garrick made a comment about the sign ordinance. He suggested having a public hearing with the business owners.

Mrs. Ariemma made a public comment about the sign ordinance and suggested keeping the town historic.

APPROVAL OF MINUTES:

Mayor Taylor called for a motion to approve meeting minutes a-d.

Motion made by Councilmember Bagley to approve meeting minutes a-d, Seconded by Councilmember Brown.

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

- a. Council Meeting Minutes - March 4, 2024
Sarah Hunsinger, Assistant City Clerk
- b. City Council Work Session Minutes - March 18, 2024
Sarah Hunsinger, Assistant City Clerk
- c. City Council Meeting Minutes - April 1, 2024
Sarah Hunsinger, Assistant City Clerk
- d. City Council Work Session Minutes - April 15, 2024
Sarah Hunsinger, Assistant City Clerk

APPOINTMENT, PROCLAMATION & RECOGNITION:

1. Oath of Office Robert Conaway - Planning Commission

JoAnne Taylor, Mayor

Strategic Priorities - Effectively Manage Growth

Mayor Taylor swore in Robert Conaway to the Planning Commission.

2. Appointment to the Planning Commission

JoAnne Taylor, Mayor

Strategic Priorities - Effectively Manage Growth

Mayor Taylor appointed Jane O'Gorman to the Planning Commission.

3. Re-appointment to the Downtown Development Authority Board

JoAnne Taylor, Mayor

Strategic Priorities - Effectively Manage Growth

Mayor Taylor called for a motion to re-appoint Tony Owens to the Downtown Development Authority.

Motion made by Councilmember Gaddis to re-appoint Tony Owens to the Downtown Development Authority Board, Seconded by Councilmember Ariemma.

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

ANNOUNCEMENTS

CITY REPORTS:

4. Financial Report - March 2024

Allison Martin, City Manager

City Manager Martin stated that the annual property tax bills were levied and mailed by the Tax Commissioner on October 1st with a December 1st due date. To date, 96.60% of the 2023 taxes budgeted have been collected. Sales tax collections remain strong and reflected collections 6.66% greater than FY23. The change in the State law related to internet sales taxation has continued to impact on our collections positively. 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 slightly less than the prior year. Permit revenue collected year-to-date is greater than last year's collections due to a change in the fee schedule. Department expenditure is in line with budget expectations. Downtown Development Authority results are on track with the budget. Hotel/Motel 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 3.10% 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 sales are trending along with budget projections. Revenue from water sales and sewer charges is 3.01% greater than FY23. All department expenses are in line with the budget. Solid Waste Fund Refuse Collection Charges are revenues that are 1.97% greater than the prior year. Expenses meet budget expectations. Stormwater Enterprise Fund transfers in and Indirect Charges reflect a six-month allocation. Stormwater utility charges were first billed in January 2021 and meet budget expectations. Expenses are related to the startup of the new utility, projects, and allocated staff pay and benefits.

Mayor Taylor called for a motion to accept the March 2024 Financial Report.

Councilmember Ariemma stated that people should be proud of the staff for the financial situation that the city is in. He complimented the staff for doing such a great job.

Councilmember Bagley stated that all of the information on the Dahlongea.gov website is under the government tab.

Motion made by Councilmember Bagley to accept the financial report of March 2024, seconded by Councilmember Ariemma.

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

ORDINANCES AND RESOLUTIONS:

5. Ordinance 2023-06 Amendment Two and Ordinance 2024-03 Amending Sign Regulations
Doug Parks
Strategic Priority - Communication

City Attorney Parks stated that in Ordinance 2023-06 Amendment Two, the Planning Commission held two meetings regarding sign regulation changes instead of the one anticipated. Hence, the adoption schedule needs to be adjusted. The moratorium is set to expire on May 6th, so there is now a need for a short extension of the moratorium until May 21st. Approval of the extension will be requested at the May 6th meeting.

Mayor Taylor called for a motion to approve the extension of the moratorium until May 21st.

Motion made by Councilmember Gaddis to approve the extension of the moratorium until May 21st, Seconded by Councilmember Reagin.

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

CONTRACTS & AGREEMENTS:

6. GDOT PI#0016628 ROW Mowing and Maintenance Agreement Pedestrian Bridge
Mark Buchanan, City Engineer
Strategic Priority - Infrastructure

City Engineer Buchanan stated that the City of Dahlongea staff have worked with GDOT for the past five years on designing a pedestrian bridge at Lake Zwerner. As this project moves closer to bidding and construction, GDOT has requested the city enter into an agreement for right-of-way maintenance and mowing. The city is already maintaining the identified area, and this is a formality required as part of their processes. This document also requires the pedestrian bridge to be inspected at regular intervals. GDOT and its consultants currently handle all city and county bridge inspections. This is not expected to change but, again, is part of the process of moving this project forward to bidding and construction. This information was sent after the work session, but due to GDOT timelines, it is due back before our next work session and meeting combination.

Mayor Taylor called for a motion to approve this agreement.

Motion made by Councilmember Bagley to approve this agreement, Seconded by Councilmember Reagin.

Councilmember Ariemma asked what part of the bridge the city would be responsible for.

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

7. Peaks of Dahlongega Water Main Upsize Agreement

Allison Martin, City Manager

City Manager Martin stated that the city staff worked with the owner/developer of the Peaks of Dahlongega to upsize a water main from what was designed for their project to what the water/sewer master plan indicated should be installed in the project area for future growth/expansion of the water system. While discussed, there was never a formal agreement adopted by the parties. As this amount of the water line upsizes exceeds the manager's approval threshold, the city council must approve the agreement and subsequent payment of funds to the contractor. The cost sheet is attached for reference and to show what great value this is for the rate-paying customers on our system.

Mayor Taylor called for a motion to approve this agreement.

Motion made by Councilmember Ariemma to approve this agreement, Seconded by Councilmember Gaddis.

Councilmember Ariemma asked if changing the master plan from 8 inches to 12 inches would be helping the city.

Councilmember Bagley asked if the original master plan was 8 inches, and it was changed to 12 inches.

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

OTHER ITEMS:

8. District 2 Officers for 2024-2025

Allison Martin, City Manager

City Manager Martin states that cities in each district are asked to vote on their officers annually for the coming year. The officers roll positions each year until they transition off, with a first ballot sent out to cities that wish to nominate someone to fill a vacant position in February of each year. In April, the cities receive the final slate of officers and are asked to vote. The vote must be returned to GMA by May 17th. Due to the timing of our meetings, the council will need to vote at the May meeting. This year, Mayor Taylor is slated to be the President of the District 2 officers. Please note this ballot was updated by GMA to reflect that Jim Conley, Mayor of the City of Blairsville, who was the District 2 committee nominee for 3rd Vice President, does not wish to seek the nomination for the coming year. The District 2 District Officers and nominating committee were notified and have discussed the options per the by-laws. Their decision for the nomination for District 2, 3rd Vice President is Courtney Umbehant, Mayor, City of Lavonia.

Mayor Taylor called for a motion to approve the District 2 Officers for 2024-2025.

Councilmember Ariemma congratulated Mayor Taylor on getting the role of President for the 2024-2025 District 2.

Motion made by Councilmember Gaddis to approve the District 2 Officers for 2024-2025, Seconded by Councilmember Reagin.

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

9. Dahlongega Sunrise Rotary Clock Donation

Allison Martin, City Manager

City Manager Martin stated that the Dahlongega Sunrise Rotary Club recently voted to purchase a four-sided clock and donate it to the City of Dahlongega for placement in the downtown area. The clock's approximate value is \$27,000. The clock would have the town name, contain

the Rotary name/emblem, and the year of incorporation. The proposed location requested by the club is noted in the attached file. They are asking the city to assume ownership of the clock, prepare the site for installation, and assume the power bill and the long-term maintenance after the three-year warranty period ends.

Mayor Taylor called for a motion regarding the Dahlonega Sunrise Rotary Clock Donation.

Councilmember Ariemma thanked the Dahlonega Sunrise Rotary for the Clock Donation. He questioned the material of the clock.

Mr. Larson stated that there is a 3-year warranty on the clock.

Motion made by Councilmember Brown to accept the Dahlonega Sunrise Rotary Clock Donation, Seconded by Councilmember Reagin.

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

COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

Mayor Taylor asked that comments be made before moving into Executive Session.

Ms. Csukas, City Clerk, had no comments

City Manager Martin had no comment

City Attorney Parks had no comment

Councilmember Gaddis had no comment.

Councilmember Ariemma stated that we are the best small town in Georgia, and to keep it that way, people need to participate in meetings to make the right decisions.

Councilmember Reagin stated that Bear on the Square was great and thanked everyone who worked.

Councilmember Bagley thanked everyone for coming to the meeting tonight. He said people need to participate to help them make the right decisions. Stated that the Holly has a play being shown and that it is great. He also congratulated UNG softball.

Councilmember Brown stated that Bear on the Square was great and thanked everyone for their comments.

Mayor Taylor thanked everyone for coming to the meeting and stated that they would keep listening.

10. Executive Session - Real Estate

Mayor Taylor called for a motion to enter Executive Session regarding real estate at 6:53 P.M.

Motion made by Councilmember Gaddis to enter Executive Session regarding real estate, Seconded by Councilmember Brown.

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

Mayor Taylor called for a motion to adjourn the Executive Session at 7:04

Motion made by Councilmember Reagin to adjourn the Executive Session, Seconded by Councilmember Brown.

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

ADJOURNMENT

Mayor Taylor called for a motion to adjourn the May 6, 2024, City Council Meeting.

Motion made by Councilmember Reagin to adjourn the City Council Meeting, Seconded by
Councilmember Brown.

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



CITY OF DAHLONEGA

City Council Public Hearing - Changes to Sign Regulations - Amended Minutes

May 06, 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

Mayor Taylor opened the City Council Public Hearing at 6:00 P.M.

PRESENT

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

ABSENT

Councilmember Ross Shirley

Public Hearing:

1. Public Hearing - Regarding changes to the City of Dahlonega's sign regulations regarding inflatables and wall signs, including murals.

Mayor Taylor called the May 6, 2024, City Council Public Hearing to order at 6:00 P.M.

Mayor Taylor thanked everyone for coming to the meeting and said she had an announcement. She stated that due to some procedural issues that have arisen through the current draft of the sign ordinance changes, we will be making changes to that existing document. She notes that there will be significant changes to the document, and the council is not prepared to talk about that this evening. She states that because of this, they will not be taking comments this evening on this draft document since there will be some changes.

Mayor Taylor called for a motion to continue this hearing to June 3, 2024.

Motion made by Councilmember Ariemma to move this hearing to June 3, 2024,
Seconded by Councilmember Bagley.

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

ADJOURNMENT



Limited Moratorium Extension

DATE: 5/28/2024
TITLE: Resolution 2023-06 Amendment Three Limited Moratorium Extension
PRESENTED BY: Doug Parks
PRIORITY: Strategic Priority - Communication

AGENDA ITEM DESCRIPTION

Resolution 2023-06 Amendment Three – The Planning Commission held two meetings regarding sign regulation changes instead of the one anticipated and the City Council continued the Public Hearing to June 3rd so the adoption schedule needs adjusting. The moratorium is set to expire on June 3rd so there is now a need for a further extension of the limited moratorium up through June 18th. That is one day after the date upon which action on an adoption ordinance will be taken. Approval of the extension is requested at the June 3rd meeting.

HISTORY/PAST ACTION

See above Agenda Item Description. Also for further background see the Public Hearing agenda and attachments regarding the ordinance amendment.

FINANCIAL IMPACT

None.

RECOMMENDATION

Recommend approval of the resolution.

SUGGESTED MOTIONS

Motion to approve Resolution 2023-06 Amendment Three at the June 3rd meeting.

ATTACHMENTS

Attached is proposed Resolution 2023-06 Amendment Three.

RESOLUTION 2023- 06

AMENDMENT THREE

RESOLUTION AMENDING A TEMPORARY MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF SIGN PERMIT APPLICATIONS FOR PROPERTIES WITHIN THE CITY OF DAHLONEGA IN ORDER TO UPDATE THE CITY OF DAHLONEGA’S SIGN ORDINANCE; AND FOR OTHER PURPOSES

WHEREAS, the Mayor and City Council have now identified the portions of the sign ordinance requiring amendment and believe it is imperative to protect the status quo only as to those portions of the regulations while such review and possible rewrite happens; and

WHEREAS, the City needs time to prepare, review and consider the effects of certain types of signs;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Dahlonega, Georgia, that the temporary moratorium currently in effect and set to expire on June 3, 2024, and which is applicable only to the following limited portions of the sign regulations: wall signs painted on the exterior of the building or through the use of alternatives to paint such as vinyl or similar materials, is further amended to extend the expiration date for the acceptance and issuance of new sign permit applications for the said limited portions of the sign regulations up through and including June 18, 2024.

IT IS SO RESOLVED THIS ___ DAY OF JUNE, 2024.

By: _____
JoAnne Taylor, Mayor

Attest: _____
Mary Csukas, City Clerk