



CITY OF DAHLONEGA

Council Work Session Agenda

November 20, 2023, 4:00 PM

Gary McCullough Council 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.

OPEN MEETING

APPROVAL OF AGENDA

BOARD & COMMITTEES

1. Cemetery Committee—October 2023
Chris Worick, Chair, Dahlonega Cemetery Committee
2. Dahlonega Downtown Development Authority/Main Street – October 2023
Ariel Alexander, Downtown Development Director

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

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

3. Appointment to Downtown Development Authority

PRESENTATION

4. TSW Consultant Report - SP #1 - Effectively Manage Growth

ORDINANCES & RESOLUTIONS

AGREEMENTS & CONTRACTS

5. GEFA Service Line Inventory Grant Program SP# 2 - Infrastructure
Allison Martin, City Manager
6. GDOT Safety Action Plan 2023-13 – SP #2 – Infrastructure
Vince Hunsinger, Capital Projects Manager
7. Koyo Lift Station Rehabilitation Bid Award – SP #2 – Infrastructure
John Jarrard, JWS
8. 2024 Agreement for Tourism Development Services – Strategic Priority #3 - Communication
Allison Martin, City Manager
9. Park Street Construction Inspection Services - Wiedeman and Singleton - SP #2 – Infrastructure
Mark Buchanan, City Engineer/Public Works Director

OTHER ITEMS:

10. Nighthawk Tavern LLC dba Nighthawk Tavern, SP # 3 Communication
Doug Parks, City Attorney

[11.](#) Leah Kay Catering LLC, dba Yahoola Grill, SP # 3 Communication

Doug Parks, City Attorney

[12.](#) 39 Stargel St Encroachment Agreement

Doug Parks, City Attorney

COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

ADJOURNMENT



Department Report

Report Title: Cemetery Committee—October 2023
Report Highlight: October, 2023
Name and Title: Chris Worick, Chair, Dahlongega Cemetery Committee

Recently Completed:

- October meeting held on Tuesday, October 17th, 2023.
 - Members in attendance: Chris Worick, Quataundra Armstrong, Pat Turner, Jane Mellor and Terry Grizzle.
- Materials purchased to install self-guided walking tour in Mount Hope Cemetery.

Underway:

- UNG Honors Freshmen are assisting in cemetery preservation activities for community service credit.



Near term:

- Annual Cemetery Committee report will be presented in December to city council.



Department Report

Report Title: Dahlenega Downtown Development Authority/Main Street – October 2023
Report Highlight: Work Plan Items
Name and Title: Ariel Alexander, Downtown Development Director

Organization:

- Attended planning and PR meetings regarding the East Main Street utilities project.
- Managed all postings for the City of Dahlenega website and social media for the month.
- Attended the monthly Chamber Board meeting.
- Preparing for the Chamber of Commerce’s State of Economic Development Luncheon, which will be held on November 16th.

Promotion:

- Planned and executed October First Friday Concert with local food vendors.
- Continuing joint advertising efforts between the Chamber, UNG, Tourism, and DALC staff.
- Executed “Scares on the Square”, Dahlenega’s downtown trick-or-treating event.
- Facilitated preparations for Old Fashioned Christmas. Secured food truck vendors for each weekend in December. New Christmas lighting was delivered, including the swag for North Park Street and stars that will hang in the trees at Hancock Park.
- Planning continues for Dahlenega’s 190th Birthday celebration. This celebration will be held on December 15th.
- Continuing to accept nominations for the 2023 Business Excellence Awards. Nominations will be accepted through the first week of November.
- Continuing to promote Dahlenega Dollars, a virtual gift card program that allows patrons to purchase “downtown dollars” that can be spent at any participating Dahlenega business.

Economic Vitality:

- Ariel attended the Georgia Academy for Economic Development’s Housing 101 class.
- Developing a Downtown Development District Incentive Policy for the Council and DDA’s review.
- Developing a new grant program for the DDA’s review. This grant will be a small business development grant. Eligible uses of funding would include inventory/supplies, business equipment, marketing/advertising, and professional services.
- Attended plan review meetings with Planning and Zoning. Provided Business Welcome Packets.
- Fielded questions and met with prospective downtown property owners.

Design:

- Signed a Memorandum of Understanding with UNG to plan and execute a mural downtown.
- Continuing to develop the miniature bronze statue walking tour. The bronze sculptor will complete a site visit in November and then begin production.



THE CITY OF DAHLONEGA

ZONING ORDINANCE DIAGNOSTIC REPORT

DRAFT V3
NOVEMBER 16, 2023



ACKNOWLEDGEMENTS

MAYOR

JoAnne Taylor

CITY COUNCIL

Roman Gaddis
Post 1

Ross Shirley
Post 2

Ryan Reagin
Post 3

Johnny Ariemma
Post 4

Lance Bagley
Post 5

Ron Larson
Post 6

PROJECT TEAM

TSW
Jenkins, Bowen and Walker, P.C.

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1. Introduction

Diagnostic Background

Founded in 1833 on the heels of the nation's first gold rush, Dahlonega has historically been a small community situated in the Blue Ridge mountains. Despite its relative proximity to metro Atlanta and Gainesville, it has generally avoided a significant influx of residents and subsequent sprawl of suburban-style growth that has occurred in these areas. The relatively slow pace of growth can largely be attributed to the natural conditions in the region. Topography has played a significant role by historically limiting access to the city in terms of railroads, streets, and highways,

and impacting the amount of land considered to be suitable for development.

Looking at recent trends, growth in Dahlonega is occurring and should be expected to continue. The past few decades have seen the City double in population, from 3,705 total residents at the time of the 2000 U.S. Census to 7,537 residents in 2020. Tourism has also become a large part of the City's identity as more people come to (or at times through) Dahlonega for access to the nearby mountains and the related recreational and agritourism activities this proximity offers. The City's historic downtown presents myriad opportunities



for visitors to shop, eat, or experience the past at the Gold Museum in the circa 1836 former courthouse. Sited immediately to the southwest of the historic downtown is the University of North Georgia's Dahlonega campus, which is currently the only location for the university offering on-campus residences. Enrollment at the university brings nearly 7,300 additional people to the City during the fall and spring semesters, effectively expanding the City's population two-fold.

Aware of these factors and sensing the need to understand how Dahlonega was responding to their influence, City officials selected KB Advisory Group to do a study of available housing within its boundaries. The results of this study were published and presented to the elected officials and staff in February of 2023. Along with a wealth of significant data on the economics and housing of the City's residents, the plan provided several recommendations on how to address the concerns raised in the study. A recurring theme of these recommendations was to analyze the current zoning regulations to see where changes or improvements could be made, a sentiment echoed in the City of Dahlonega Comprehensive Plan from a year earlier.

It was based on these series of recommendations that the City of Dahlonega enlisted the services of Atlanta based planning and design consulting firm TSW, along with the law firm Jenkins, Bowen & Walker, to review the current zoning code and development regulations

in the city. With years of experience in diagnosing, updating, and developing zoning codes, the consultant team will focus on the results of the housing study and the vision for the City as outlined in the 2022 Comprehensive Plan, making sure that any suggested changes align with the objectives of Dahlonega's citizens and elected officials while remaining legally sound.

2. Process

The process used to develop this diagnostic report involved several steps, as specified below.

Document Review

Reviewing existing plans, studies, and regulations is one of the best ways to understand the existing conditions in a community and its unique needs.

In Dahlonega, several recent plans and regulations directly or indirectly relate to zoning and development, as shown at right. These documents were carefully reviewed by the consultant team to both understand existing forces at play in the community and the city's vision for its future, as applicable.

Review of existing documents is critical to an effective zoning update process. This is because there is often a disconnect between the type of development that a community aspires to in its plans and the ability of zoning regulations to implement them. The diagnostic process allows community's to understand these disconnects and identify potential ways to better align zoning regulations with local plans.

Three documents were most relevant:

- The existing zoning regulations;
- The 2022 Comprehensive Plan; and
- The 2023 Housing Needs Assessment

Documents Reviewed

The following documents were reviewed to prepare this diagnostic report:

Existing City Plans

- 2023 Housing Needs Assessment
- 2022 Dahlonega Comprehensive Plan
- 2021 Sidewalk Master Plan
- 2019 Parks and Trails Plan
- 2010/2016 Parking Plan
- 2016 University of North Georgia Master Plan

Existing Regulations

- Zoning Ordinance



The other plans were also used to generate the final recommendations of this diagnostic, however, because these other plans focused on services and infrastructure, there was less in them that directly related to zoning updates.

The review of these existing documents provided the consultant team with a baseline understanding of Dahlonega but was not, in itself, enough to finalize recommendations of this diagnostic report. Therefore, several additional information-gathering activities were undertaken to better understand the community, the effectiveness of its existing zoning, and the needs of its stakeholders.

City Tour

After the document review, a city tour was conducted to see firsthand how the zoning regulations are applied. The consultant team spent several hours with City staff touring all areas of Dahlonega to see the on-the-ground results of its zoning regulations, especially the unintended consequences resulting from some standards.

Stakeholder Interviews

On the same day as the city tour, the consultant team also started to interview stakeholders who regularly interact with the zoning ordinance to understand how the regulations affect development within Dahlonega. These included members of City staff, administration, elected officials, and people involved in real estate and

development in the area. Due to scheduling conflicts, interviews were also conducted by phone.

Insight from the interviews assisted the team in developing an understanding of the regulations and processes of development within the City. Often the information that comes from these interviews not only informs the recommendations as they relate to the zoning code, but they also help the City identify potential process or administrative adjustments that could be beneficial to consider.

Case Review

Finally, the consultant reviewed recent zoning cases which had gone before the Planning Commission to identify trends in the types of applications they are receiving as the last part of the research gathering phase. By analyzing the application submittals of the past few years, the consultant team identified areas of the zoning ordinance which are working well – for instance if a particular zoning district is often requested during rezonings – or areas where standards may be too restrictive or prohibitive, such as consistent request for reductions in setbacks within a specific zoning classification. The decisions by the Planning Commission are not considered as valuable as the requests themselves and what these requests can reveal about the nature of the existing regulations.

3. Findings

Overview

Before providing recommendations for zoning updates, it is important to understand the information obtained from the regulatory plans, tour, interviews, and case review. Cumulatively these have provided vital knowledge and insight into the pressures facing Dahlonega in the coming years and the ability of its zoning to meet the city's needs.

Each of these are discussed in more detail in the following sections:

- **Housing Attainability** - Ensuring that Dahlonega can provide housing for its residents.
- **Design** - Improving the aesthetics of new structures and the built environment.
- **Central Business District** - Continuing the thoughtful, intentioned growth and revitalization of the CBD and nearby areas, while preserving history.
- **Citywide Regulations** - Updating standards that affect all zoning districts.



Housing Attainability

Dahlonega, like many communities, is faced with the challenge of providing enough housing for residents and workers at a price they can afford. Across the nation, a reduction in housing construction following the recession of 2008, coupled with often-restrictive zoning regulations, has led to a nationwide situation where housing is not meeting the needs of the people.

In Dahlonega, the subject of housing attainability can be divided into four topics: economic, types, location, and demand

Economics

One of the questions to come out of the Housing Needs Assessment was whether Dahlonega's current housing stock meets the needs of all its residents.

Approximately 38% of workers in the City are engaged in what are typically called "service industry" jobs. This includes jobs involved in the retail, food service, accommodations, entertainment, or recreation industries, which often have lower annual wages. In fact, 44% of the City's households earn less than \$35,000 annually, below the median household income for the state.

Based on the analysis of the housing assessment there is a large unmet demand in housing that is specific to the lower-priced end of the housing market.

Types

Using this economic data, the next step is to review the common types of housing present in the city and see how well it serves these ranges. A housing supply analysis was conducted highlighting the current inventory and type of housing in the city. The findings of this analysis indicate that housing is fairly evenly distributed between single-family detached, student housing, and multi-family housing.

- Single-family detached: 36%
- Multifamily: 21%
- Student Housing: 32%
- Townhouse: 4%
- Other (includes mobile homes, trailers, and RV's): 7%

While the mix is distributed across the spectrum, one of the interesting takeaways from the report is the percent of townhouses which have been constructed within Dahlonega. At only 4% of the current total housing inventory, there are opportunities for growth within this specific housing typology. Additionally, with 67% of households in the city being comprised of only 1-2 people, there also appears to be opportunities for the inclusion of new types of housing, especially "missing middle" housing such as Cottage Courts, garden apartments, and similar small-scale communities and multifamily dwelling types.

Missing Middle Housing

What does Missing Middle mean?

- Multiunit or clustered housing which often resemble single-family dwellings in scale and form, serving as a “middle” ground between single-family detached housing and larger apartment developments
- “Middle” also refers to the fact that these housing types generally present affordable housing options for middle-income families
- Considered “missing” because this housing type, once an integral part of the housing landscape in most towns and cities in the nation, has declined as an overall percentage of available housing options in the U.S.



Missing Middle Housing (cont'd)

What does Missing Middle look like?

- Multiunit housing is typically located in an area with walkability and near nonresidential amenities like restaurants, stores, workplaces, etc.
- Allows for more density than single-family detached, normally between 4-8 dwelling units per acre – but are constructed on lots sizes comparable to single-family standards
- Size, height and form are limited by zoning regulations to standards in line with detached single-family houses
- Multiunit housing is generally built on smaller building footprints and contains small to mid-size dwelling units
- Clustered housing should also be smaller in size than a typical detached single-family dwelling with the houses arranged around shared community open spaces
- Parking needs to be approached thoughtfully, with lower on-site parking requirements to maintain adequate communal open space
- Can be offered as rental or owner-occupied
- Includes the following types of housing: duplex, triplex, and fourplex; cottage court or clustered housing; courtyard style multiunit housing; live-work



Location

Identifying the need for a diversity of housing options is important to the health of the city, as is understanding where to locate them. Not all housing is compatible with the existing development patterns of Dahlonega and so the City should be deliberate about where certain types of housing can be located. Using information from the Comprehensive Plan and firsthand knowledge from City staff, elected officials, and interviewees, a commonality was often that the housing needs of the college differ from those of the city's residents. Suggestions were often made as to where certain housing types should be located, such as multifamily apartments, townhouses, and similar denser typologies.

- **Morrison Moore Parkway** (Highway 9) should be the primary location for student-based housing and higher density options such as multifamily apartments and large-scale townhouse developments (i.e. more than 10 units)
- **Gateway Corridors into the City** may also support higher density dwelling types
- **Thoughtfully designed, context sensitive housing** including townhouses, live-work, and 2-3 story mixed-use developments could be located around the Central Business District

It is intended that infill development in existing residential areas should maintain the established character and development

patterns. Focusing the higher density housing in these suggested corridors and areas will further protect the traditional residential areas from encroachment.

Demand

During stakeholder interviews, several representatives of the real estate industry discussed their enthusiasm and expectations for development, particularly residential development, to continue its current trends in Dahlonega. Data from the Housing Needs Assessment would seem to justify this enthusiasm. Because of a lack of production in housing, especially on the scale of single-unit dwellings, the supply in the City has not kept pace with the demand. It is anticipated that over the next 5 years the City will need to add nearly 104 single-family housing units annually (71 attached and 31 detached) to replenish the housing stock to suitable levels. Growth is already occurring, with residential permits issued by the City increasing from fewer than 20 in 2019 to more than 50 total permits issued in 2022 alone. Despite this uptick in permitting there is still a disparity in housing attainability as most of the new housing constructed has been marketed to the middle- and upper-income earners in the area.

Housing Recommendations

- R1. Review the maximum residential density of each zoning district for opportunities to increase, when appropriate:

- i. Prioritize locations for higher density development discussed under "Location" above using density bonuses or similar mechanisms.
 - ii. Place provisions within the CBD, B-3, and new Corridor Overlay district to allow higher densities.
- R2. Eliminate or reduce the minimum floor area per dwelling unit standards so that more diverse unit sizes can be offered based on market conditions.
- R3. Improve site planning outcomes by creating standards for residential districts that focus on landscaping requirements, buffers, screening, and building layout.
- R4. Ensure that standards are contextually sensitive to the surrounding area
- R5. Allow more by-right housing types.
- i. Expand permitted uses to include new housing types, such as garden apartments, Cottage Courts, and other "missing middle" options not currently permitted.
 - ii. Allow mixed-use developments that incorporate nonresidential and residential uses in some locations.

Design

Design is a common theme of the City's Comprehensive Plan document and a recurring topic during stakeholder interviews - especially the importance of

design that reflects Dahlonega's history and mountain character.

Emphasis on design means more than just the architectural aesthetics of a place - though that is one of the most impactful aspects of design consideration. Design also encompasses the built environment - how sites are or should be arranged to create the fabric of a location that meets the needs of its citizens while also being purposefully



planned. Both aspects of design can be included in the zoning code through a set of minimum standards that all developments must incorporate and meet.

With this in mind, the following recommendations are offered so the zoning ordinance can maintain a design aesthetic, both architecturally and for the built environment, that is suitable to Dahlongega.

Design Recommendations

- R6. Promote architectural design that is compatible with a “mountain” community.
 - i. Require steep roof pitches in some areas.
 - ii. Address building materials.
 - iii. Require porches, when appropriate.
 - iv. Consider nonresidential and residential design aesthetics.
- R7. Improve site design.
 - i. Update landscaping and buffer requirements.
 - ii. Create guidelines for the location of buildings on a lot.
 - iii. Create guidelines for the location of parking areas on a lot.
 - iv. Revise landscaping requirements for parking areas.
 - v. Encourage the use of non-traditional parking lot construction, such as pervious pavers and other “green” infrastructure.

- vi. Create sidewalk design and implementation standards.

- R8. Consider topography in all design standards.

Corridor Overlay

Noting the importance of design, and with an understanding that not all aspects of a city are the same, one of the major recommendations from the consultant team is the creation of an overlay or similar mechanism for the corridors coming into the historic downtown. Located on higher classified roads that typically see more average daily vehicular trips than local streets, these corridors are regularly the first glimpse that visitors to Dahlongega will see and often leave a lasting impression.

Corridor Recommendations

Creating a set of standards for these corridors in which architectural and site design are coordinated to present the best parts of the City is of paramount importance. These standards would include:

- R9. Update standards for parking areas.
- R10. Create specific design standards for signage along corridors.
- R11. Create standards for building siting
 - i. Address the location of entryways to buildings.
 - ii. Address the relationship of the building to the street.



- iii. Promote safe pedestrian walkways, including wide sidewalks.
- iv. Include drive-through standards.

R12. Create architectural standards, such as building materials, fenestration requirements, and similar standards to improve the aesthetics and functionality of commercial developments.

Central Business District

Dahlonega’s history and location in the North Georgia Mountains are in integral part of its identity and have played an influential role in how the city developed. Centered around a historic courthouse and a small grided street system, tucked away from major highways and surrounded by conditions historically unsuitable for development, these conditions have thus

far limited the City’s growth at manageable rates. However, with the anticipation of growth and the regional draw of the area for tourism, the Central Business District will need to adapt in order to maintain its vibrancy and cultural importance for the City.

Utilizing the areas immediately surrounding the Central Business District to their full potential is a key part of the recommended zoning changes. Healthy downtowns are places with a variety of uses and should include residential, commercial/retail, eating and drinking establishments, and parks or open spaces. A specific focus for Dahlonega is the inclusion of more housing in and near downtown, adding to the vibrancy of the area and reducing the reliance on tourism to establish a self-supportive district.

Central Business District Recommendations

- R13. Create a mixed-use definition and supporting use category to be placed in the CBD and B-3 zoning districts.
- R14. Revise height allowances to ensure that maximum heights support mixed-use development.
- R15. Review allowable uses and the creation of a “craft manufacturing” use which would support maker spaces and similar low-intensity uses.
- R16. Create sidewalk standards which promote walkability and pedestrian-oriented uses.
- R17. Create parking standards within

the CBD and B-3 districts which are compatible with the historic downtown.

Other Topics of Interest

Along with the specific areas of focus mentioned in the preceding sections, there are a variety of items and topics that do not fit as neatly into these general themes that the consultant team has identified as potential items to address during the zoning updates. Items in this section were brought up during interviews and discussions or identified by the consultants during the existing plan and regulation review, evaluation of variance submissions, or guided tour.



Other Recommendations

- R18. Find ways to reduce the reliance on PUD zoning, which is often difficult for staff to administer over long periods of time.
- R19. Explore creating a by-right zoning district that allows similar flexibility in density, mixture of housing typologies, etc. to the PUD districts.
- R20. Review procedures related to PUD districts for potential changes that would allow for more administrative control at the staff level and reduce the amount of decisions which need to go before the Planning Commission.
- R21. Explore creating a new single-family residential district with smaller size and setback standards than those currently located in R-1.
- R22. Create a single use table to make the zoning code more user friendly.
- R23. Revise definitions to be modern and reflective of current City interpretations.
- R24. Review parking and loading requirements•Updates to the sign code as needed.
- R25. Modify fence and wall standards, especially retaining walls.
- R26. Review setbacks for all districts, including buffers and setbacks along arterial streets, to make sure they are still aligned with the goals and policies of the Comprehensive Plan.
- R27. Review lot standards for all districts to make sure they are still aligned with the goals and policies of the Comprehensive Plan.
- R28. Update street design standards to allow alternative designs.
- i. Include private streets and streets or drives intended to remain private
 - ii. Allow bioswales, pervious pavers, curb-less streets and other techniques to reduce stormwater runoff.
 - iii. Require future connection.
- R29. Expand existing Short Term Rental (STR) regulations.
- i. Allow STR's in the downtown area subject to the outcome of item "iii" below.
 - ii. Limit the number of STR's allowed in other areas subject to the outcome of item "iii" below.
 - iii. Identify the most appropriate tools to achieve the above, including, but not limited to: a downtown overlay, distance requirements, percentage restrictions, other location restrictions, etc.

4. Next Steps

This diagnostic report is the first step in the process of updating Dahlongega's zoning ordinance. It seeks to serve as a roadmap that gives clear direction on some issues and identifies where more discussion may be needed.

The recommendations in this diagnostic have been guided by a variety of considerations and reflect the consultant team's best effort to understand local needs. The consultant team fully acknowledges that nobody knows Dahlongega and its needs better than its residents, businesses, and property owners. Additional recommendations may be needed, while others may not be suitable to advance to the code-writing phase.

To this end, this diagnostic report is intended to be a flexible document with recommendations subject to change during the writing process based on the needs of the City and community input.



City Council Agenda Memo

DATE: November 13, 2023
TITLE: GEFA Service Line Inventory Grant Program SP# 2 - Infrastructure
PRESENTED BY: Allison Martin, City Manager

AGENDA ITEM DESCRIPTION:

GEFA Service Line Inventory Grant Program

HISTORY/PAST ACTION:

With the assistance of our grant writers, the city applied for funds from GEFA to aid in the completion of the mandatory federal lead and copper service line inventory and reporting. The city was awarded \$66,000 under this program. GEFA has decided to make this program a draw-down grant and has sent forms for a 100% loan forgiveness program. Staff held a meeting with GEFA last week to make sure this was a program the city should enter. After the meeting, staff recommends proceeding as these dollars are retroactive for any eligible expenditures in the past year and can be used for communication, inventory, and reporting costs the city will incur.

FINANCIAL IMPACT:

There is no adverse fiscal impact on the city. Only eligible expenditures will be approved for the drawdown of funds so this will not be a burden to our rate-paying customers.

RECOMMENDATION:

It is the recommendation of staff to approve this item.

SUGGESTED MOTIONS:

n/a

ATTACHMENTS:

GEFA letter of award, loan document, promissory note



October 31, 2023

Allison Martin
City Manager
City of Dahlonega
465 Riley Road
Dahlonega, GA 30533

Re: City of Dahlonega – Loan No. DWLSL2022131

Dear Ms. Martin:

The board of directors of the Georgia Environmental Finance Authority (GEFA) approved your loan application for a Drinking Water State Revolving Fund (DWSRF) loan in the amount of \$66,000 on October 5, 2023. GEFA looks forward to working with you on this loan. Enclosed is a checklist to assist you in executing the loan agreement.

Carefully read the loan agreement, promissory note and all related documents before completing, signing and returning them. We are happy to answer any questions that you may have. Based on the questions we commonly receive; we have prepared the following list of important terms for your convenience:

1. Principal Forgiveness Funding. If you have received principal forgiveness funding from GEFA, you should take note of the following unique aspects of your documents:
 - a. GEFA may award your project principal forgiveness in the amount of **\$66,000** if all loan funds are drawn.
 - b. The body of the loan agreement and the promissory note specify the full loan amount approved by the GEFA board, not including principal forgiveness. The level of applicable principal forgiveness for your loan is specified in Exhibit D.
 - c. The 8038-G and Tax Certificate specify only the "unforgiven" portion (full amount minus principal forgiveness) of the loan, assuming the full value of the loan is disbursed.
2. Origination Fee. The origination fee for this loan agreement has been waived for your community.
3. Loan Execution Expiration. Section 13(d) of the loan agreement states that in the event the Borrower fails to draw funds within six months of loan agreement execution, GEFA is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

4. Federal Requirements. Carefully review with your engineer, consultants and counsel as necessary the federal requirements listed in Exhibit D of the loan agreement.
5. Construction Interest. Interest accrued on funds drawn during construction will be billed and collected monthly during construction by use of electronic debit transactions. Construction interest will be charged and collected monthly only on the outstanding balance of funds disbursed to date.
6. Amortization Schedule. The monthly installment amount is not provided within the loan documents because the Borrower may drawdown less than the entire loan amount. As a courtesy to our customers, GEFA provides an estimated installment amount based on information provided within the loan documents. If the full amount of funds indicated in the loan documents is disbursed to the project and all requirements for this project are met, the installment amount will be approximately \$0 per month throughout the life of repayment.
7. Future Audits and Financial Compliance. Within six months after the end of each fiscal year, the Borrower will deliver to GEFA a copy of the Borrower's financial statements as required under the state audit requirements (O.C.G.A. Section 36-81-7) and a compliance certificate stating the Borrower is meeting the 1.05 times debt service coverage ratio, as detailed in the Loan Agreement. The loan agreement includes a full faith and credit pledge supporting this obligation.

If you have any questions, please contact me at 404-584-1063 or vthom@gefa.ga.gov.

Sincerely,



Virginia Thom
Project Manager



Recipient Execution Checklist

Borrower Name: City of Dahlonega

Loan Number: DWLSL2022131

For your convenience, this checklist will help you complete all pertinent documents that must be returned to GEFA for execution. Please **initial** each item below to verify the items are completed. Please return this initialed checklist with your executed loan documents by December 1, 2023, the contract execution expiration date as outlined in item (13)(d) of the loan agreement.

_____ **(2) Loan Agreements**

Both loan agreements are signed and marked with the borrower's seal

_____ **Exhibit E: Opinion of Borrower's Counsel**

Signed, dated, and on the attorney's letterhead

_____ **Exhibit F: Resolution of Governing Body**

Signed, dated, and marked with the borrower's seal. **This resolution authorizes the signer and attestor. The same people must sign all the documents.**

_____ **Promissory Note**

Signed, dated, and marked with the borrower's seal

_____ **Signature Card**

Completed, box checked, attested (not one of the signers), and dated

_____ **Vendor Authorization for ACH Electronic Funds Transfer**

Completed, signed, and dated with a voided check/deposit ticket attached

_____ **Project Performance Worksheet**

<https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr>



DOCUMENTS AND INFORMATION NEEDED FOR LOAN EXECUTION

As part of our efforts to promptly make funds available to borrowers and to manage lending capacity efficiently, we require that each borrower execute their loan agreement by December 1, 2023. In order to execute these loan documents in a timely manner, please utilize the checklist below and follow the instructions provided therein.

- Loan Agreement. Two copies of the loan agreement are enclosed. Each copy is an original counterpart and each must be executed. **Do not** fill in the date on page one of the loan agreement. Have the appropriate official sign each loan agreement and the appropriate person attest the signature. Once signed, return **both** loan agreements with the other documents to GEFA for execution. We will return your counterpart to you. **Do not sign the "specimen" promissory note in Exhibit B of the loan agreement.**
- Exhibit E – Opinion of Borrower's Attorney. Exhibit E is a sample letter that must be prepared by the borrower's attorney on the attorney's letterhead. This letter ensures that the documents have been properly reviewed. On the signature page of the loan agreement (page 14) and the signature page of the promissory note, the borrower's attorney must also sign on both documents where indicated "Approved as to form."
- Exhibit F – Resolution of Governing Body. This resolution must be passed at a meeting of the borrower's governing body. It authorizes one chief elected official of the borrower to sign and another official of the borrower to attest both copies of the loan agreement, the promissory note, and any related documents necessary to execute the loan agreement.
- Promissory Note (blue paper backing). The note, as now drafted, assumes that all dates and dollar amounts found in Exhibit A are correct. The promissory note must be signed, dated, and returned to GEFA prior to a draw being approved. A specimen of this note is located in Exhibit B of the loan agreement. **Do not** sign the specimen note found in Exhibit B.
- Signature Card (blue card stock). All draw requests must be signed by a designated official(s) of the borrower. It is the borrower's option to decide who signs and how many signatures are required. On this blue card, you may designate up to four individuals and indicate whether one or two signatures are required. Draws will not be processed without the appropriate signature(s); therefore, we suggest that more than one person be authorized to sign the draw form. The attesting signature at the bottom of the card must **not** be from an individual who is being given authorization to sign a drawdown request.

- Authorization Agreement for ACH Credits and Debits. This form designates the financial institution, the routing number, and account number to which GEFA will transfer funds. This form also provides GEFA the information needed to initiate the electronic debit transactions for the origination fee and other fees that may be charged from time to time in accordance with the loan agreement. The borrower's federal employer identification number (EIN) should be included on this form. Return the completed form with a voided check or deposit slip for account number verification.

- Project Performance Worksheet. Use the following link to enter the project-related information: <https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr>. Read the instructions prior to completing this project performance worksheet.

**DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

CITY OF DAHLONEGA

(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

LOAN AGREEMENT

LOAN AGREEMENT

This **LOAN AGREEMENT** (this "**Agreement**") dated 20____, by and between **CITY OF DAHLONEGA**, a Georgia political entity (the "**Borrower**"), whose address for purposes of this Agreement is **RILEY ROAD, DAHLONEGA, GA 30533**, and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**"), whose address for purposes of this Agreement shall be 47 Trinity Ave SW, Fifth Floor, Atlanta, Georgia 30334.

**DO NOT
DATE THIS
PAGE**

1. **Background** - The Lender desires to loan to the Borrower **SIXTY-SIX THOUSAND DOLLARS AND ZERO CENTS (\$66,000)** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Fund**") to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the "**Project**"). The Environmental Protection Division ("**EPD**") of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the "**Plans and Specifications**") for the Project prepared or to be prepared by the Borrower's engineer (the "**Engineer**"), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. **Loan** - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the "**Loan**") available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **FEBRUARY 1, 2025** or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$66,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender's commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower's obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. **Note** - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount equal to the maximum amount of the Loan as described above (the "**Note**," which term

shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. Interest, Fees, and Other Charges - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender's Loan Continuation Fee, as published from time to time in the Lender's fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of zero and 0/100 percent (0%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. Prepayment - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. Authorized Borrower Representative and Successors - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the "**Authorized Borrower Representative**") by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. Conditions to the Loan - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an “**Advance**”), the following conditions shall have been fulfilled to the Lender’s satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower’s governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the “**Credit Documents**”) shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder and stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Potential Litigation (post contract execution). Borrower acknowledges its ongoing duty to provide Lender with details of any legal or administrative action involving the Borrower unless it is clear that the legal or administrative action cannot be considered material in the context of Credit Documents and/or the project itself. Said notification shall be promptly provided in writing once any litigation has been instituted, pending or threatened.

(d) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(e) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(f) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(g) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations, notices, or orders of noncompliance

issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(h) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(i) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(j) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(k) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows of its proprietary fund types for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(l) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(m) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. Security for Payments under Credit Documents - (a) As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its full faith and credit and revenue-raising power (including its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power of taxation and its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, charges, and taxes levied and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. The obligation of the Borrower to make any such payments that may be required to be made from its funds shall constitute a general obligation of the Borrower and a pledge of the full faith and credit of the Borrower to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to

appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. Section 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the

Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the "**Completion Date**") shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower's entering into or performing under any Credit Document, (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys' fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default, (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower, (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents, (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents, or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the

Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

"Fixed Charges" means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower's long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles) and that are accounted for in the enterprise fund containing the Borrower's water or sewer operations, including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

"Fixed Charges Coverage Ratio" means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

"Income Available For Fixed Charges" means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, (iv) payments under long-term leases, and (v) transfers to other funds of the Borrower.

(g) Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower's Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to,

any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed \$100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated

maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to

execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, exclusive of such state's rules regarding choice of law.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **DECEMBER 1, 2023**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

CITY OF DAHLONEGA



Signature: _____

Print Name: _____

Title: _____

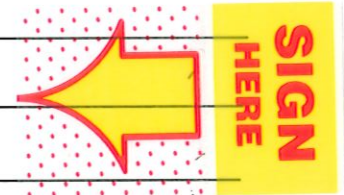
(SEAL)



Attest Signature: _____

Print Name: _____

Title: _____



**DRINKING WATER STATE REVOLVING
FUND, ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

Signature: _____

Hunter Hill
Executive Director

(SEAL)



Approved as to form:



By: _____

Borrower's Attorney

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: CITY OF DAHLONEGA

Loan Number: DWLSL2022131

The City of Dahlonega seeks to conduct an inventory to identify existing lead service lines in its drinking water system through investigation activities, such as employee interviews, acquisition of tax records or engineering site plans, predictive and statistical modeling, field investigations, and/or potholing.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF DAHLONEGA

Loan Number: DWLSL2022131

ITEM	TOTAL	DWSRF	Other Contributions
Engineering & Administration	-	-	-
Service Line Investigation & Potholing	\$66,000	\$66,000	-
Devices & Equipment	-	-	-
Communication & Outreach Plan	-	-	-
LSL Replacement Plan	-	-	-
Contingency	-	-	-
TOTAL	\$66,000	\$66,000	-

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval with the exception of Devices & Equipment (which require Lender approval). In no event shall the Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: CITY OF DAHLONEGA

Loan Number: DWLSL2022131

ACTION	DATE
Plans & Specs Submitted to EPD	OCTOBER 2023
Bid Opening	OCTOBER 2023
Notice to Proceed	OCTOBER 2023
Completion of Construction	OCTOBER 2024

SPECIMEN PROMISSORY NOTE

\$66,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the “**Borrower**”) promises to pay to the order of the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the “**Lender**”) at the Lender’s office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **SIXTY-SIX THOUSAND DOLLARS AND ZERO CENTS (\$66,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ZERO AND 0/100 PERCENT (0%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **FEBRUARY 1, 2025**, or (3) the date that the loan evidenced by this Note is fully disbursed (the “**Amortization Commencement Date**”). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the “**Maturity Date**”).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender’s late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

“Installment Amount” means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the **“Loan Agreement”**), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the _____ day of _____, _____.

(SEAL)

CITY OF DAHLONEGA

By: SPECIMEN

Name:

Title:

Approved as to form:

Attest:

By: SPECIMEN

Borrower's Attorney

By: SPECIMEN

Name:

Title:

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: CITY OF DAHLONEGA

Loan Number: DWLSL2022131

- I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.
- II. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.
- III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.
- IV. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.
- V. Sealed bids, with a public bid opening, are required.
- VI. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.
- VII. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.
- VIII. The Borrower must require 100 percent payment and performance bonds.
- IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

X. Prior to disbursement of construction-related funds, the Borrower shall provide the Lender with copies of the following:

- A. Proof of advertising;
- B. Certified detailed bid tabulation;
- C. Engineer's award recommendation;
- D. Governing body's award resolution;
- E. Executed contract documents, including plans and specifications;
- F. Construction and payment schedules;
- G. Notice to proceed;
- H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e). (This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
- I. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.

XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

XII. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.

XIII. The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from the Lender may participate.

STATE REQUIREMENTS

Recipient: CITY OF DAHLONEGA

Loan Number: DWLSL2022131

None.

FEDERAL REQUIREMENTS

Recipient: CITY OF DAHLONEGA

Loan Number: DWLSL2022131

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Safe Drinking Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.
2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.
3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:
 - a) including qualified small and minority and women's businesses on solicitation lists;
 - b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
 - c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
 - d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
 - e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
 - f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Borrower may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. The Borrower shall insert in full in any contract in excess of \$2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."
6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this loan agreement, then the Borrower shall fully disclose same to the Lender, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. The Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Borrower will comply with all sections of Executive Order 11246 – Equal Employment Opportunity.

8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.
9. Forgiveness of Debt Service. In accordance with the Appropriations language, the Lender agrees to forgive **\$66,000** of this Loan, if all funds are drawn.

Upon the occurrence and continuation of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate or suspend its agreement hereunder to forgive any further principal and interest payments due on the Loan, whereupon any such agreement shall terminate or suspend immediately. In the case of suspension of the Lender's agreement to forgive principal and interest payments due on the Loan, upon the cessation of such Event of Default, the Lender may, in its discretion, by written notice to the Borrower, reinstate its agreement hereunder to forgive any further principal and interest payments due on the Loan, whereupon any such agreement shall reinstate immediately.

10. The Borrower will comply with all federal requirements outlined in the 2014 Appropriations Act and related Drinking Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.
11. Reserved.
12. The Borrower will comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.
13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "Build America Buy America (hereinafter "BABA") Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts." In addition, the Borrower will comply with all record keeping and reporting requirements under BABA.

financed in whole or in part from Federal funds, the document entitled "Build America Buy America (hereinafter "BABA") Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts." In addition, the Borrower will comply with all record keeping and reporting requirements under BABA.

15. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.

16. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

The bidders list must contain the following information from all prime contractors and subcontractors:

- 1) Bidder's name with point of contract;
- 2) Bidder's mailing address, telephone number, and email address;
- 3) The procurement item on which the bidder bid or quoted, and when; and
- 4) Bidder's status as an MBE/WBE or non-MBE/WBE.

Borrowers receiving a combined total of \$250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

FINANCIAL COVENANTS

Recipient: CITY OF DAHLONEGA

Loan Number: DWLSL2022131

None.

OPINION OF BORROWER'S COUNSEL
(Please furnish this form on Attorney's Letterhead)

DATE

Drinking Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
47 Trinity Ave SW
Fifth Floor
Atlanta, GA 30334

Ladies and Gentlemen:

As counsel for the **CITY OF DAHLONEGA** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. **DWLSL2022131**, between the Borrower and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.
2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.
3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.
4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.
5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

- (i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and
- (ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Signature

Printed Name

Date

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: CITY OF DAHLONEGA

Loan Number: DWLSL2022131

DATE

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the ____ day of _____, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed \$66,000 from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

(Signature of Person to Execute Documents)

(Print Title) 

(Signature of Person to Attest Documents)

(Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: _____
(SEAL)

DATE/SEAL

Secretary/Clerk 

PROMISSORY NOTE

\$66,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the "**Borrower**") promises to pay to the order of the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the "**Lender**") at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **SIXTY-SIX THOUSAND DOLLARS AND ZERO CENTS (\$66,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ZERO AND 0/100 PERCENT (0%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **FEBRUARY 1, 2025**, or (3) the date that the loan evidenced by this Note is fully disbursed (the "**Amortization Commencement Date**"). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the "**Maturity Date**").

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the "**Loan Agreement**"), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission

by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the _____ day of _____, _____.

CITY OF DAHLONEGA

Approved as to form:

By: _____
Borrower's Attorney

Signature: _____

Print Name: _____

Title: _____

(SEAL)

Attest Signature: _____

Print Name: _____

Title: _____



City Council Agenda Memo

DATE: November 7, 2023
TITLE: GDOT Safety Action Plan 2023-13 – SP #2 – Infrastructure
PRESENTED BY: Vince Hunsinger, Capital Projects Manager

AGENDA ITEM DESCRIPTION:

Grant money provided by GDOT for improvements to safety-related items on city streets “road signs, striping, stop bars, speed bump approach bars”.

HISTORY/PAST ACTION:

Peek Pavement Marking, LLC is the only contractor to place a bid for this project.

FINANCIAL IMPACT:

The total funds allocated to this project are \$87,660.85. With our City match of \$43,660.85, the State contributed \$44,000.00.

RECOMMENDATION:

To approve Peek Pavement Marking LLC. as the vendor at the December 4th Council Meeting

SUGGESTED MOTIONS:

N/A

ATTACHMENTS:

Bid tabulation and submittal packet

ORIGINAL

Attachment A
STRIPING AND MARKINGS ON VARIOUS
CITY STREETS IN THE CITY OF DAHLONEGA, GEORGIA
LMIG PROJECT #2023-013

VENDOR'S CHECKLIST AND BID SUBMITTAL PACKET

Company Name: PEEK PAVEMENT MARKING, LLC

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
- 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

Andy Holland
Print Name

Estimator
Title

10-31-2023
Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID

Attachment B
STRIPING AND MARKINGS ON VARIOUS
CITY STREETS IN THE CITY OF DAHLONEGA, GEORGIA
LMIG PROJECT #2023-013

EXECUTION OF BID FORM

Company Name: PEEK PAVEMENT MARKING, LLC

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

Estimator
Title

Andy Holland
Print Name

10-31-2023
Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID

Attachment C
STRIPING AND MARKING ON VARIOUS
CITY STREETS IN THE CITY OF DAHLONEGA, GEORGIA
LMIG PROJECT #2023-013

BIDDER'S CERTIFICATION

Date of Bid: 10-31-2023

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 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.

Attachment D
STRIPING AND MARKINGS ON VARIOUS
CITY STREETS IN THE CITY OF DAHLONEGA, GEORGIA
LMIG PROJECT #2023-013


PRICING SHEET

Company Name: PEEK PAVEMENT MARKING, LLC.

ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY AND UNITS	UNIT PRICE (DOLLARS/CENTS)	DOLLARS/CENTS
0005	653-0105 Pavement Marking Bike Shared Lane Symbol	20 EA	\$325.00	\$6,500.00
0010	653-0120 Thermoplastic Pavement Marking Arrows, TP 2	21 EA	\$75.00	\$1,575.00
0015	653-0130 Thermoplastic Pavement Marking Arrows, TP 3	1 EA	\$150.00	\$150.00
0020	653-0140 Thermoplastic Pavement Marking Words, TP 4	1 EA	\$125.00	\$125.00
0025	653-0220 Thermoplastic Pavement Marking Word, TP 2	1 EA	\$100.00	\$100.00
0030	653-0296 Thermoplastic Pavement Marking Word, TP 15	1 EA	\$125.00	\$125.00
0035	653-0320 Thermoplastic Pavement Marking Symbol TP 4 Shared Lane Symbol	2 EA	\$250.00	\$500.00
0040	653-1501 Thermoplastic Solid Traffic Stripe, 5 IN White	18,654 LF	\$0.50	\$9,327.00
0045	653-1502 Thermoplastic Pavement Solid Stripe, 5 IN Yellow	8636 LF	\$0.50	\$4,318.00
0050	653-1704 Thermoplastic Solid Traffic Stripe, 24 IN White	741 LF	\$8.50	\$6,298.50
0055	653-1804 Thermoplastic Solid Traffic Stripe, 8 IN White	4252 LF	\$2.75	\$11,693.00
0060	653-1810 Thermoplastic Solid Traffic Stripe, 10 IN White	2931 LF	\$3.50	\$10,258.50
0065	653-1811 Thermoplastic Solid Traffic Stripe 10 IN, Yellow	175 LF	\$3.50	\$612.50
0070	653-3501 Thermoplastic Skip Traffic Stripe 5 IN, White	.215 GLM	\$1,850.00	\$397.75
0075	653-4502 Thermoplastic Skip Traffic Stripe 5 IN, Yellow	.325 GLM	\$1,850.00	\$601.25
0080	654-1001 Raised Pavement Markers, TP 1	995 EA	\$4.50	\$4,477.50

0085	654-1003 Raised Pavement Markers TP 3	50 EA	\$4.50	\$225.00
0090	636-1033 Highway Signs TP 1 Matl, Relf Sheeting TP 9, R2-1 24'X30" 30 MPH Include TP 7 Post	2 EA	\$375.00	\$750.00
0095	Flashing Speed Limit Signs TP 1 Matl, Relf Sheeting TP 9, R2-1 24"x30" 30 MPH Include TP 7 Post	2 EA	\$9,595.00	\$19,190.00
0100	Thermoplastic Pavement Marking Loading Zone	1 EA	\$500.00	\$500.00
0105	Thermoplastic Crosswalk Advance Warning Marking	4 EA Sets	\$200.00	\$800.00
0110	Thermoplastic Handicap Parking Marking	8 EA	\$350.00	\$2,800.00
TOTAL BID			\$81,324.00	

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

 <hr/> Authorized Signature	Estimator <hr/> Title
Andy Holland <hr/> Print Name	10-31-2023 <hr/> Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID

PEEK PAVEMENT MARKING, LLC

Attachment E
STRIPING AND MARKINGS ON VARIOUS
CITY STREETS IN THE CITY OF DAHLONEGA, GEORGIA
LMIG PROJECT #2023-013

CERTIFICATION AND NON-COLLUSION FORM

Company Name: PEEK PAVEMENT MARKING, LLC

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	<u>Estimator</u> _____ Title
<u>Andy Holland</u> _____ Print Name	<u>10-31-2023</u> _____ Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID

Attachment F
STRIPING AND MARKING ON VARIOUS
CITY STREETS IN THE CITY OF DAHLONEGA, GEORGIA
LMIG PROJECT #2023-013

ADDENDA ACKNOWLEDGEMENT FORM

Company Name: PEEK PAVEMENT MARKING, LLC

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 1

Addendum Number _____

Addendum Number _____

Addendum Number _____


Authorized Signature

E Stimator
Title

Andy Holland
Print Name

10-31-2023
Date

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

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID

Attachment G
STRIPING AND MARKINGS ON VARIOUS
CITY STREETS IN THE CITY OF DAHLONEGA, GEORGIA
LMIG PROJECT #2023-013

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 Columbus (city) Georgia (state).



Signature of Applicant

Andy Holland

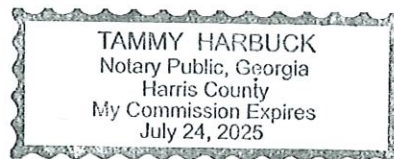
Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

31st DAY OF October, 2023

Jammy Harbuck
NOTARY PUBLIC

My Commission Expires: 7-24-2025



Attachment H
STRIPING AND MARKINGS ON VARIOUS CITY STREETS IN THE CITY OF DAHLONEGA, GEORGIA
LMIG PROJECT #2023-013

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:

41699
Federal Work Authorization User ID Number

LMIG 2023-013
Name of Project
City of Dahlonega in Lumpkin Co.

3-15-07
Date of Authorization

Name of Public Employer

PEEK PAVEMENT MARKING, LLC
Name of Contractor

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

Executed on 10-31-2023 in Columbus, Georgia
(date) (city) (state)

[Signature]
Signature of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 31st DAY OF October, 2023

Andy Holland - Estimator
Name and Title of Authorized Officer or Agent

Tammy Harbuck
NOTARY PUBLIC
My Commission Expires: 7-24-2025



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 200 Brookstone Centre Pkwy Suite 118 Columbus, GA 31904	CONTACT NAME: Elizabeth Calhoun	
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: elizabeth.calhoun@MarshMMA.com	
INSURED Peek Pavement Marking, LLC Fortson-Peek Company, Inc. 6867 Mountainbrook Drive Suite 101 Columbus, GA 31904	INSURER(S) AFFORDING COVERAGE INSURER A : Arch Insurance Company	NAIC # 11150
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZAGLB9239305	10/01/2023	10/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZACAT9260905	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ZAWC19424705	10/01/2023	10/01/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 (General Liability) Blanket Additional Insured per form CG 20 10 04 13 "Additional Insured-Owners, Lessees or Contractors - Scheduled Person or Organization
 (General Liability) Blanket Waiver of Subrogation per form CG 24 04 05 09 "Waiver of Transfer of Rights of Recovery Against Others to Us"
 RE: RE: Lmig 2023-013 Lumpkin Co, GA

CERTIFICATE HOLDER City of Dahlonega 465 Riley Rd. Dahlonega, GA 30533	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE PETER J. KRULSF
---------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

DESCRIPTIONS (Continued from Page 1)

RE: Lmig 2023-013
Lumpkin Co, GA

**CONTRACT
FOR
STRIPING AND MARKINGS ON VARIOUS CITY STREETS IN THE CITY OF DAHLONEGA, GEORGIA
LMIG PROJECT #2023-013**

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 PEEK PAVEMENT MARKING LLC, hereinafter referred to as “Contractor”.

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

A. Summary of Work and Payment:

1. Contractor shall install safety improvements on the city streets listed in the Summary of quantities of the Invitation to Bid issued September 11, 2023. All work will be done in accordance with the 2021 State of Georgia Standard Specifications as modified by the Special Provisions contained in the Bid Documents for this project.

City of Dahlonega personnel will be supervising construction of this project but will also be subject to inspections and audits by the Georgia Department of Transportation.

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

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

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

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

LINE NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE (DOLLARS/CENTS)
0005	653-0105 Pavement Marking Bike Shared Lane Symbol	EA	\$ 325.00
0010	653-0120 Thermoplastic Pavement Marking Arrow, TP2	EA	\$ 75.00
0015	653-0130 Thermoplastic Pavement Marking Arrow, TP 3	EA	\$ 150.00
0020	653-0140 Thermoplastic Pavement Marking Words, TP 4	EA	\$ 125.00
0025	653-0220 Thermoplastic Pavement Marking Word, TP 2	EA	\$ 100.00
0030	653-0296 Thermoplastic Pavement Marking Word TP 15	EA	\$ 125.00
0035	653-0320 Thermoplastic Pavement Marking Symbol TP 4 Shared Lane Symbol	EA	\$ 250.00
0040	653-1501 Thermoplastic Solid Traffic Stripe, 5 IN White	LF	\$ 0.50
0045	653-1502 Thermoplastic Pavement Solid Stripe, 5 IN Yellow	LF	\$ 0.50
0050	653-1704 Thermoplastic Solid Traffic Stripe, 24 IN White	LF	\$ 8.50
0055	653-1804 Thermoplastic Solid Traffic Stripe, 8 IN White	LF	\$ 2.75
0060	653-1810 Thermoplastic Solid Traffic Stripe, 10 IN White	LF	\$ 3.50
0065	653-1811 Thermoplastic Solid Traffic Stripe 10 IN, Yellow	LF	\$ 3.50
0070	653-3501 Thermoplastic Skip Traffic Stripe 5 IN, White	GLM	\$ 1,850.00
0075	653-4502 Thermoplastic Skip Traffic Stripe 5 IN, Yellow	GLM	\$ 1,850.00
0080	654-1001 Raised Pavement Markers, TP 1	EA	\$ 4.50
0085	654-100 Raised Pavement Markers, TP 3	EA	\$ 4.50
0090	636-1033 Highway Signs TP 1 Matl, Relf Matl Sheeting TP 9, R2-1 24"x30" 30 MPH Include TP 7 Post	EA	\$ 375.00

0095	Flashing Speed Limit Signs TP 1 Matl, Relf Sheeting TP 9, R2-1 24"x30" 30 MPH Include TP 7 Post	EA	\$ 9,595.00
0100	Thermoplastic Pavement Marking Loading Zone	EA	\$ 500.00
0105	Thermoplastic Crosswalk Advance Warning Marking	EA Set	\$ 200.00
0110	Thermoplastic Handicap Parking Markings	EA	\$ 350.00
			\$ 81,324.00

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 September 5, 2023, and any addendums issued thereto, and the Project Manual containing Specifications and Special Provisions shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated herein.

H. Severability:

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

I. Dispute Resolution:

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

J. Cancellation:

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

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

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

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

K. Safe Working Environment and Drug Free Workplace

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; and
2. If Contractor hires a Sub-contractor to work in a drug-free work place, Contractor shall secure from that Sub-contractor the following written certification:

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".

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:

Peek Pavement Marking LLC
4600 Peek Industrial Drive
Columbus GA 31909

and to City of Dahlonega at the following address:

Attn: Allison Martin, City Manager
 465 Riley Road
 Dahlonega, Georgia 30533.

This Contract is made and entered into this _____ day of _____, 2023.

City of Dahlonega:

 JoAnne Taylor, Mayor
 City of Dahlonega

Attest:

 Mary Csukas
 City of Dahlonega Clerk

Contractor:

PEEK.PAVEMENT MARKING, LLC

 Company Name:
 By: Andy Holland
 Title: Estimator

[Corporate Seal]





AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Peek Pavement Marking, LLC
4600 Peek Industrial Drive
Columbus, GA 31909

SURETY:

(Name, legal status and principal place of business)

Hartford Accident and Indemnity Company
One Hartford Plaza
Hartford, CT 06115

OWNER:

(Name, legal status and address)

City of Dahlonega
465 Riley Road
Dahlonega, GA 30533

BOND AMOUNT: \$ Five Percent of Bid Amount ----- (5% of Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)

LMIG Project #2023-013 - Striping and Markings on Various City Streets in the City of Dahlonega, Georgia

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

Signed and sealed this 2nd day of November, 2023.

Jammy Harber
(Witness)

Krystle Sharp
(Witness) Krystle Sharp

Peek Pavement Marking, LLC
(Contractor as Principal) (Seal)

Andy Holland - Estimator
(Title)
Hartford Accident and Indemnity Company
(Surety)
Leslie A. Paulsen
(Title) Leslie A. Paulsen, Attorney-In-Fact



Init.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: H&H INSURANCE SERVICES INC
 Agency Code: 20-260066

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Shirley A. Coleman, Michael A. Jones, Leslie A. Paulsen, Christopher B. Wortham, Derek Wortham of NORCROSS, Georgia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 2, 2023.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President





City Council Agenda Memo

DATE: November 13, 2023
TITLE: Koyo Lift Station Rehabilitation Bid Award – SP #2 – Infrastructure
PRESENTED BY: John Jarrard, JWS

AGENDA ITEM DESCRIPTION:

Koyo Lift Station Rehabilitation Bid Award

HISTORY/PAST ACTION:

This project has been on the capital improvement program for several years and is part of the city's program to rehabilitate the older lift stations. This project was included in the FY2024 budget. The city is also slated to receive \$350,000 towards this project from Congressionally Directed Spending Funds once the federal budget is approved.

FINANCIAL IMPACT:

This project came in just over the budgeted amount of \$725,000. The difference can be paid from the contingency funds in the water/sewer fund without adverse impact on the funds' financial position. We are also slated to receive grant funds once the federal budget is approved.

RECOMMENDATION:

The recommendation is to proceed with this much-needed project.

SUGGESTED MOTIONS:

n/a

ATTACHMENTS:

Bid tabulation, resolution of award, bid tabulation detail



ATLANTA
AUGUSTA
ST. SIMONS ISLAND

November 10, 2023

Mayor and Council
City of Dahlonega
465 Riley Road
Dahlonega, Georgia 30533

Attention: Ms. Allison Martin, City Manager

Via Electronic Mail: amartin@dahlonega.gov

Re: City of Dahlonega, Georgia
Koyo Lift Station Upgrade
Project No. 222575

We have checked the bids received November 9, 2023 on subject project. Below is a tabulation of the bids received.

	<i>Contractor</i>	<i>Total Amount Bid</i>
1.	Sol Construction, LLC Atlanta, Georgia	\$736,290.00
2.	Lanier Contracting Company Suwanee, Georgia	\$758,691.00
3.	W.L. Griffin Company, LLC Gillsville, Georgia	\$784,566.69
4.	Willow Construction Company, Inc. Powder Springs, Georgia	\$967,162.00

As indicated, the low bidder is Sol Construction, LLC of Atlanta, Georgia. Since the bidder appears to have adequate experience, technical ability and financial capability to complete the project, we recommend contract award be made to Sol Construction, LLC in the amount of \$736,290.00.

We have enclosed a certified tabulation of the bids received and a sample resolution. Please forward us a copy of the City's signed resolution to award.

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

Yours truly,

Greg Ashworth, P.E.

GJA:km
Enclosures
cc: Mr. John Jarrard, Water Director (via email, w/enclosures)

RESOLUTION

WHEREAS bids were received by the City of Dahlonega, Georgia, November 9, 2023, for the Koyo Lift Station Upgrade; and

WHEREAS the low, responsible, responsive bidder is Sol Construction, LLC of Atlanta, Georgia with a bid in the amount of \$736,290.00, and

WHEREAS the low bidder, Sol Construction, LLC appears to have the necessary financial and technical ability to complete the project,

BE IT THEREFORE resolved, the City of Dahlonega, Georgia hereby makes contract award of the construction contract to the low bidder, Sol Construction, LLC of Atlanta, Georgia, in the amount of \$736,290.00.

THIS RESOLUTION was passed by a vote of ____ to ____ at a regular meeting of the Mayor and Council on _____.

CITY OF DAHLONEGA, GEORGIA

JoAnne Taylor, *Mayor*

Attest: _____
City Clerk

CITY OF DAHLONEGA, GEORGIA
 KOYO LIFT STATION UPGRADE
 PROJECT NO. 222575
 CERTIFIED BID TABULATION
 BIDS RECEIVED NOVEMBER 9, 2023

THIS IS TO CERTIFY THAT THIS IS A
 CORRECT TABULATION



Greg Ashworth, P.E.
 Turnipseed Engineers
 Atlanta, Georgia

CITY OF DAHLONEGA, GEORGIA KOYO LIFT STATION UPGRADE		Sol Construction, LLC Atlanta, Georgia	Lanier Contracting Company Suwanee, Georgia
Item 1	For furnishing all material and equipment and performing all labor necessary for rehabilitation of the Koyo Lift Station (excluding the cost of equipment listed in Item 2), removal of existing pumps, installation of new valve vault top slab, lining the wet well interior, electrical, mechanical, painting, gravel, erosion control, and all other appurtenances, as shown on the Drawings and/or specified, the lump sum amount of:	\$400,000.00	\$440,250.00
Item 2	For furnishing and installing Major Mechanical Equipment		
	Equipment and Manufacturer	PRICE	PRICE
a.	Submersible Pumps - Section 5	\$330,500.00	\$312,241.00
	Mfr. Xylem / Flygt	\$330,500.00	\$312,241.00
Subtotal Items 1 through 2, inclusive, the amount of:		\$730,500.00	\$752,491.00

EXTRA WORK, IF ORDERED BY ENGINEER

(To cover authorized changes in scope of lump sum work under Item No. 1)

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
3.	5	CY	CLASS 'A' CONCRETE WORK	\$400.00	\$2,000.00	\$720.00	\$3,600.00
4.			C.I. OR D.I. PIPE FITTINGS				
a.	0.1	TON	Bell and Spigot	\$7,600.00	\$760.00	\$3,000.00	\$300.00
b.	0.1	TON	Mechanical Joint	\$8,000.00	\$800.00	\$3,000.00	\$300.00
c.	0.1	TON	Flanges	\$7,900.00	\$790.00	\$5,000.00	\$500.00
5.	12	CY	CRUSHED STONE STABILIZATION OR BEDDING (Including excavation and removal of unsuitable soil)	\$120.00	\$1,440.00	\$125.00	\$1,500.00
Subtotal, Items 3 through 5 inclusive, the amount of:					\$5,790.00		\$6,200.00
TOTAL AMOUNT BID, ITEMS 1 THROUGH 5, INCLUSIVE, THE AMOUNT OF:					\$736,290.00		\$758,691.00

The Bidder further proposes and agrees hereby to commence work under contract, with adequate force and equipment, on a date to be specified in a written order of the Engineer, and shall fully complete all work thereunder within the consecutive calendar days set forth in the Contract Agreement.

ADDITIONS / DEDUCTIONS

Note: The Owner reserves the right to add any or all of the following additions/deduction of the work for the purpose of making contract award. Award of the contract may be with one or more of these items. Each bidder must fill in the unit price amount for each item below.

D-1	To delete the Pump Station wetwell liner specified in Section 4.51	Deduct	\$25,000.00	Deduct	\$27,300.00
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Item 1	For furnishing all material and equipment and performing all labor necessary for rehabilitation of the Koyo Lift Station (excluding the cost of equipment listed in Item 2), removal of existing pumps, installation of new valve vault top slab, lining the wet well interior, electrical, mechanical, painting, gravel, erosion control, and all other appurtenances, as shown on the Drawings and/or specified, the lump sum amount of:	<u>\$362,537.09</u>	<u>\$627,431.72</u>
Item 2	For furnishing and installing Major Mechanical Equipment		
	Equipment and Manufacturer	PRICE	BASE PRICE
a.	Submersible Pumps - Section 5	<u>\$414,535.60</u>	<u>\$337,220.28</u>
	Mfr. Xylem / Flygt	<u>\$414,535.60</u>	<u>\$337,220.28</u>
Subtotal Items 1 through 2, inclusive, the amount of:		<u>\$777,072.69</u>	<u>\$964,652.00</u>

EXTRA WORK, IF ORDERED BY ENGINEER

(To cover authorized changes in scope of lump sum work under Item No. 1)

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
3.	5	CY	CLASS 'A' CONCRETE WORK	<u>\$500.00</u>	<u>\$2,500.00</u>	<u>\$250.00</u>	<u>\$1,250.00</u>
4.			C.I. OR D.I. PIPE FITTINGS				
a.	0.1	TON	Bell and Spigot	<u>\$13,000.00</u>	<u>\$1,300.00</u>	<u>\$200.00</u>	<u>\$20.00</u>
b.	0.1	TON	Mechanical Joint	<u>\$13,500.00</u>	<u>\$1,350.00</u>	<u>\$200.00</u>	<u>\$20.00</u>
c.	0.1	TON	Flanges	<u>\$14,500.00</u>	<u>\$1,450.00</u>	<u>\$200.00</u>	<u>\$20.00</u>
5.	12	CY	CRUSHED STONE STABILIZATION OR BEDDING (Including excavation and removal of unsuitable soil)	<u>\$74.50</u>	<u>\$894.00</u>	<u>\$100.00</u>	<u>\$1,200.00</u>
Subtotal, Items 3 through 5 inclusive, the amount of:					<u>\$7,494.00</u>		<u>\$2,510.00</u>
TOTAL AMOUNT BID, ITEMS 1 THROUGH 5, INCLUSIVE, THE AMOUNT OF:					<u>\$784,566.69</u>		<u>\$967,162.00</u>

The Bidder further proposes and agrees hereby to commence work under contract, with adequate force and equipment, on a date to be specified in a written order of the Engineer, and shall fully complete all work thereunder within the consecutive calendar days set forth in the Contract Agreement.

ADDITIONS / DEDUCTIONS

Note: The Owner reserves the right to add any or all of the following additions/deduction of the work for the purpose of making contract award. Award of the contract may be with one or more of these items. Each bidder must fill in the unit price amount for each item below.

D-1	To delete the Pump Station wetwell liner specified in Section 4.51	Deduct <u>\$27,379.00</u>	Deduct <u>\$27,379.00</u>
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City Council Agenda Memo

DATE: November 9, 2023
TITLE: 2024 Agreement for Tourism Development Services – Strategic Priority #3 - Communication
PRESENTED BY: Allison Martin, City Manager

AGENDA ITEM DESCRIPTION:

This agreement continues tourism promotion services provided by the Dahlonega-Lumpkin County Convention and Visitors Bureau, Inc. as a standalone entity.

HISTORY/PAST ACTION:

Historically, the city has contracted with the Chamber to provide tourism promotion services. This agreement for tourism development services is with the Dahlonega-Lumpkin County Convention and Visitors Bureau, Inc. in recognition of the separation of the two entities. The agreement has been reviewed by legal as to form and reviewed by the Dahlonega-Lumpkin County Convention and Visitors Bureau, Inc. and city staff for content. This is the latest draft of the contract.

FINANCIAL IMPACT:

\$297,063 over the year – months January through September are in the FY24 approved budget.

RECOMMENDATION:

Approval of the agreement as provided.

SUGGESTED MOTIONS:

I move to approve the 2024 Agreement for Tourism Development Services as written, or subject to the following changes: (list them).

ATTACHMENTS:

2024 Agreement for Tourism Development Services

AGREEMENT FOR TOURISM DEVELOPMENT SERVICES

This Agreement entered into as of _____, 2023, by and between the City of Dahlonega, a Georgia Municipal Corporation, (the “City”), and the Dahlonega-Lumpkin County Convention and Visitors Bureau, Inc., a private sector nonprofit 501(c)(6) corporation under the laws of Georgia (the “CVB”) is as follows:

WHEREAS, the City may expend funds subject to the following limitations:

Notwithstanding the provisions of paragraph (1) of this subsection, a municipality...may levy a tax under this code section at a rate of 5 percent. A municipality...levying a tax pursuant to this paragraph shall expend (in each fiscal year during which the tax is collected under this paragraph) an amount equal to the amount by which the total taxes collected under this Code section exceed the taxes which would be collected at a rate of 3 percent for the purpose of (a) promoting tourism, conventions, and trade shows; ... Amounts so expended shall be expended only through a contract or contracts with... a private sector nonprofit organization, or through a contract or contracts with some combination of such entities, except that amounts expended for purposes (C) and (D) may be so expended in any otherwise lawful manner.

O.C.G.A. 48-13-51(a)(3).

WHEREAS, the City may expend funds for promoting tourism; and

WHEREAS, such expenditures are permissible pursuant to a contract with a private sector nonprofit organization; and

WHEREAS, the CVB is a private-sector nonprofit organization exempt from income tax under IRC 501(c)(6) which is willing and authorized to expend such funds for the purpose of promoting tourism in Dahlonega, Georgia as provided by law; and

NOW, THEREFORE, in consideration of the premises herein, the parties agree as follows:

1) **Compensation and related details.**

- i. During the term of this Agreement, the City agrees to provide in consideration for the services rendered certain restricted funds to be derived from the proceeds of the hotel-motel tax. The monthly sum provided shall be \$24,755.25. The term proceeds as referenced in this paragraph shall be certain funds collected from the levy of the hotel-motel tax by the City less the City’s administrative fee of 3% of the funds collected, and the term restricted shall mean the funds shall be used exclusively for Tourism, Convention and Trade Show purposes as same are used in Title 48 Chapter 13 Article 3 of the Georgia Code.
- ii. The CVB shall, in consideration of the tax funds referenced above, provide bi-monthly financial reports to the City by the 30th day of each calendar month following a board meeting in a form mutually agreeable to both the CVB and the City. These reports will be used by the City in part to ascertain the CVB’s

compliance with the terms of this Agreement and with O.C.G.A. Section 48-13-51(9)(A). The City may in its sole discretion require during the term of this Agreement additional financial information from the CVB, including specific receipts, copies of checks, deposits, and other similar items. The CVB shall also deliver a copy of its annual Form 990 and annual financial audit with findings and management comments as well as the QuickBooks documentation required by the City's designated auditors before the 180th day following the CVB fiscal year being audited.

- iii. By executing this Agreement, the CVB hereby affirms that it will use the funds received solely and exclusively in compliance with this Agreement and will further expend such funds in full compliance with the City ordinances and state laws. The CVB agrees to defend, indemnify, and hold harmless the City from and against all claims that arise therefrom, including reasonable attorney's fees and court costs of the City.
 - iv. During the term of this contract and during each renewal term, if any, the CVB shall deliver its "cost allocation analysis" to the City of Dahlonega for the next succeeding contract year, including tourism budgets, advertising plans, and projected CVB budgets and such other information sufficient to the satisfaction of the City for it to adopt a budget plan specifying how the proceeds of such tax are to be expended. These efforts, and special CVB tourism promotions if any, shall be reviewed by the City as part of the City's budget process and may be amended at the discretion of the City in consultation with the CVB. The City may then determine and adopt a Tourism Development Services Contract budget plan to be made a part of the City budget plan. Special projects of the CVB, if any, including major renovations or multiyear elements of the work program, may then be identified, and budgeted as part of the annual budget process with the City.
- 2) **Expenditure Solely for Promoting Tourism.** Tourism involves traveling to experience and learn about the places, attractions, and activities in the City of Dahlonega, Georgia. All hotel/motel tax sums received by the CVB from the City shall be expended for the purpose of promoting tourism within one year, and solely for the benefit of the City and only as follows:
- i. Promoting and stimulating tourism in Dahlonega to increase leisure visitor volume, overnight stays, visitor spending, and economic impact through the promotion and distribution of the City's travel products to the travel trade; and
 - ii. Promoting conventions, events, and trade shows, which includes planning, conducting, or participating in programs of information and publicity designed to attract or advertise tourism, conventions, events, or trade shows; and
 - iii. The promotion of recreational, cultural, historic, and natural resources of Dahlonega to attract both leisure and group visitors to Dahlonega;
Tourism promotion efforts must involve the following elements:

- i. The CVB will employ one full-time Executive Director to administer, initiate, and monitor all advertising/marketing campaigns for the City; and
- ii. This employee will be expected to attend tourism training and be an active member in tourism organizations, regional trails, and heritage programs, that will help promote the City of Dahlonega as a leisure and group travel destination, convention and meeting location, and a cultural heritage center of the Northeast region, and to appear both quarterly and on request before the Mayor and the City Council at a public meeting to discuss the CVB's operation and finances.
- iii. A staffed Welcome Center that will provide an outlet for promotional materials and a place to help with information about activities in Dahlonega and provide restroom facilities for the public. Hours of operation of the Welcome Center shall be approved by the City. It is expected that the traditional hours as follows shall be maintained: Hours of operation of the Welcome Center will be 10:00 a.m. – 5:00 p.m. Monday-Friday, 10:00 a.m. – 5:00 p.m. Saturday, and 10:00 a.m. – 5:00 p.m. on Sunday. The Welcome Center will be closed as follows: Thanksgiving Eve closes at 2:00 p.m., Thanksgiving Day closed, Christmas Eve closes at 2:00 p.m., Christmas Day closed, and New Year's Day closed. The Welcome Center and public restrooms may be open longer during peak season(s) and weekends. Any reduction of these hours will need to be approved by the City.

- 3) **Audit Verification.** The CVB shall provide audit verification, as described below, to the City and demonstrate that the CVB uses the funds solely and exclusively for the purpose of promoting tourism in conformance with this Agreement. Reports are due 180 days following the end of the CVB's fiscal year. Failure to file the required report may compromise the CVB's status to receive grant funds.
- a. The CVB shall provide a cost allocation schedule for overhead costs associated with the use of CVB facilities for tourism activities. The audit verification shall include a Line-item Detailed Expense Report to the City identifying and describing each item funded with hotel/motel tax revenues including all direct and indirect costs. Detailed invoices shall be retained in compliance with the City's retention schedule and will be available for review at the CVB offices. The City Clerk shall provide a copy of the retention policy upon request.
 - b. At the end of the fiscal year, the CVB shall internally perform this audit verification and provide to the City a Detailed Annual Report that conveys each item funded with hotel/motel tax. Every third year, the CVB shall hire an outside agency to perform a full audit in lieu of its annual internal review and submit the findings in a report to the City.

- 4) **Audits of Lodging Properties.** The City shall periodically perform unannounced audits of one, some, or all lodging properties in the City. These may be undertaken by an outside agency. Such lodging property audits shall be paid for from new tax funds collected incident to the audit process or from hotel-motel tax collections, prorated between the CVB and the City based on the revenue sharing agreement in place at the time of payment not to exceed a cost of \$5,000.00 for the CVB's share.
- 5) **Use of Jointly Owned Facility.** The CVB occupies a building provided to it in part by the City. The CVB shall maintain insurance on the building's contents and liability insurance satisfactory to the City. A copy shall be furnished to the City together with a certificate of insurance at the time of execution of this contract and upon each renewal. The CVB shall pay all monthly routine operational bills including but not limited to electricity, internet, telephone, and water. The CVB shall also provide paper supplies, hand soap, and related items for proper operation of restrooms. The building may be inspected by the City at any time.
- i. In lieu of rent, the CVB shall perform all needed upkeep and maintenance of the interior of the building from Tourism and non-tourism monies based upon a functional analysis of the expense. Exterior maintenance and major repairs will be paid in equal thirds by the CVB, the City, and Lumpkin County. A contingency fund of no less than \$6,000 and no more than \$12,000 will be maintained by the CVB for this purpose. The CVB will obtain approval from the City and Lumpkin County prior to making any modifications to the building. Should a maintenance bill not be paid on time, or cited maintenance not be performed as suggested by the City's inspection within the time specified, the said bill will be paid by the City after consultation with the CVB. The amount of the bill or maintenance cost will be subtracted from the next available City hotel/motel revenue payment to the CVB. The value of the rent shall be reflected in the CVB's annual audit and Form 990.
- 6) **Notices.** All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such notice, request, demand, or other communication shall be considered given or delivered on the date of receipt. The rejection or other refusal to accept or inability to deliver because of a changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand, or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands, or other communications required or permitted to be given hereunder by such party.
- i. City of Dahlonega.
Attn: Allison Martin
465 Riley Road
Dahlonega, Georgia 30533
- ii. Dahlonega-Lumpkin County Convention and Visitor's Bureau

Attn: Sam McDuffie
13 S Park Street
Dahlonega, GA 30533

- 7) **Term, Renewal, and Termination.** The term of this contract shall commence on January 1, 2024, and end on December 31, 2024. This agreement shall automatically renew on the first day of the calendar year that immediately follows the current Agreement term. Either party may terminate the Agreement at the end of its annual term and bar automatic renewal by written notice to the opposing party's notice address listed in paragraph 6, provided such written notice is postmarked no later than sixty (60) days prior to the end of the current annual term.
- 8) **Assignment.** The parties hereto may not assign, sublet, or transfer their interest in and responsibilities under this agreement without the prior written approval of all parties hereto.
- 9) **Georgia Law.** It is the intention of the parties that the laws of Georgia shall govern the validity of this agreement, the construction of its terms, and the interpretation of the rights or duties of the parties.
- 10) **Severability.** In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remained hereof and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion had never been a part hereof.
- 11) **Reasonable Cooperation.** On and after the date of this agreement, both parties shall, at the request of the other, make, execute, and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this agreement.
- 12) **Time.** Time is and shall be of the essence under this agreement.
- 13) **Binding Authority.** The parties signing this agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.
- 14) **Integration.** This agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. This agreement shall not be modified or amended except by a written instrument executed by or on behalf of the parties in the same manner in which this agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

15) Compliance with Law, Responsibility for Transmission of Meeting Records. By executing this Agreement, the CVB acknowledges it may be a contracted organization, receiving 33% or more of its total operating budget from hotel/motel tax, and if so, is subject to the Open Meetings Act (O.C.G.A. 50-15-1 et. Seq) and Open Records Act (O.C.G.A. 50-18/70 et. Seq.). The CVB will provide the City with a copy of Committee/Board meeting notices, agendas, supporting documents, and minutes from each and every meeting reflecting a report of the Convention and Visitor's Bureau activities and official actions taken by the governing body.

IN WITNESS WHEREOF, the parties have signed this Agreement under their hand and seal on the date set forth above.

CITY OF DAHLONEGA, GEORGIA

Acting by and through its Duly Elected
Mayor and City Council

By: _____
JoAnne Taylor

Title: Mayor _____

Date: _____

Attest: _____
City Clerk

DAHLONEGA-LUMPKIN COUNTY
CONVENTION AND VISITORS
BUREAU INC.

By: _____
Sam McDuffie

Title: Executive Director _____

Date: _____



City Council Agenda Memo

DATE: November 13, 2023
TITLE: Park Street Construction Inspection Services - Wiedeman and Singleton - SP #2 – Infrastructure
PRESENTED BY: Mark Buchanan, City Engineer/Public Works Director

AGENDA ITEM DESCRIPTION:

Approval of use of Wiedeman and Singleton for construction inspection services for the Park Street Utility Replacement Project.

HISTORY/PAST ACTION:

The council previously approved the construction contract and contingency funds to cover items such as this. Given the nature and scope of the construction, and the desire to reduce liability, the city's staff recommend the use of outside construction inspection services. We received a letter proposal from the engineer of record for this project and recommend using their services for this project.

FINANCIAL IMPACT:

There is no adverse fiscal impact as funds were previously allocated for this.

RECOMMENDATION:

It is the recommendation of staff to approve this letter proposal.

SUGGESTED MOTIONS:

n/a

ATTACHMENTS:

Proposal letter from Wiedeman and Singleton

WIEDEMAN AND SINGLETON, INC.
CIVIL AND ENVIRONMENTAL ENGINEERS

TROY BEGAN
PETER JOHNS

3091 GOVERNORS LAKE DRIVE
SUITE 410
NORCROSS, GEORGIA 30071

PETER SNYDER
HAROLD WIEDEMAN

131 EAST MAIN STREET
SUITE 300
ROCK HILL, SOUTH CAROLINA 29730

WWW.WIEDEMAN.COM

September 27, 2023

Mr. Mark Buchanan, P.E.
Public Works Director/City Engineer
City of Dahlonega
465 Riley Road
Dahlonega, GA 30533

Re: Engineering Proposal –
Construction Services
Park Street Utility Improvements

Dear Mr. Buchanan:

Per your recent conversation with Matt Henderson, P.E., with our firm, it is our understanding that the City of Dahlonega is making preparations to proceed with construction of the Park Street Utility Improvements (Division I), and that the City has requested engineering assistance with the following tasks during construction:

- Task 1 – Assist with review of Shop Drawings and Submittals
- Task 2 – Assist City with Change Order Requests
- Task 3 - Assist City with Contractor Requests for Information (RFIs)
- Task 4 - Attend Monthly Construction Progress Meetings
- Task 5 - Conduct Site Inspections
- Task 6 - Assist City with Final Inspection & Punch List
- Task 7 – Prepare Record Drawings

Our proposal to assist the City with these tasks is presented in the attached Man-Hour Planning Sheet. For this type and scale of project, we suggest periodic part-time site inspections of the work (i.e., to complement planned involvement by City staff). In this instance, since Matt Henderson, P.E., lives in the City of Dahlonega, we propose to utilize Matt for the site inspections at a reduced hourly rate of \$125.00 per hour as detailed in the attached Man-Hour Planning Sheet. Matt's other construction services on the project will be billed at his standard billing rate of \$165.00 per hour.

Mr. Mark Buchanan, P.E.
September 27, 2023
Page 2

We have estimated a total of 560 hours for inspection work throughout the project, which we feel should be adequate. This estimated number of hours will most likely vary depending on the number of issues that arise during the construction progress. We will only bill the City for the actual number of inspection hours provided. If additional inspection hours become necessary, and are authorized by the City, then these can be provided as construction progresses at the same hourly rate as detailed on the Man-hour Planning Sheet.

We appreciate the opportunity to assist the City with this effort. Should this proposal be acceptable, please sign, date, and return a copy to us and we will consider it our notice to proceed. If you have any questions or need any additional information, please let us know.

Sincerely,

WIEDEMAN AND SINGLETON, INC.



Peter J. Johns, P.E.
Project Manager

Enclosure

Cc: Matt Henderson, P.E. – W&S

Client: _____

Date: _____

Man-hour Planning Sheet

Client/Facility: CITY OF DAHLONEGA

Project Title: **PARK STREET UTILITY IMPROVEMENTS - DIVISION I**

Prepared by: Wiedeman and Singleton, Inc.

Work Task Name **CONSTRUCTION PHASE SERVICES**
 Work Task Number **003**

Name of Team or Classification

Notes:	Sub-tasks	Name of Team or Classification				Total
		PM	SRPE	EIT	INSPECTION	
1. CONSTRUCTION SERVICES BASED ON APPROX. 14 MONTH SCHEDULE 2. RECORD DRAWINGS PREPARED USING DRAWING MARKUPS PROVIDED BY GC 3. PART-TIME SITE INPECTION INCLUDED	3.01 - ASSIST WITH REVIEW OF SHOP DRAWINGS AND SUBMITTALS	4	60	40		104
	3.02 - ASSIST CITY WITH CHANGE ORDER REQUESTS	8	60			68
	3.03 - ASSIST CITY WITH CONTRACTOR RFIs	8	60			68
	3.04 - ATTEND MONTHLY PROGRESS MEETINGS	56	84			140
	3.05 - CONDUCT PERIODIC SITE VISITS/INSPECTIONS				560	
	3.06 - ASSIST CITY WITH FINAL INSPECTION & PUNCH LIST	20	40			60
	3.07 - PREPARE RECORD DRAWINGS		12	40		52
						0
						0
						0
Deliverables						0
1. SHOP DRAWING APPROVALS						0
2. RFI RESPONSES						0
3. INSPECTION REPORTS W/ PHOTOS						0
4. FINAL INSPECTION PUNCH LISTS						0
5. RECORD DRAWINGS						0
	Total Hours Per Team Member	96	316	80	560	
		Total Planned Hours				388
	Total Hourly Rate Per Team Member	\$195.00	\$165.00	\$115.00	\$125.00	
	Total Cost Per Team Member	\$18,720.00	\$52,140.00	\$9,200.00	\$70,000.00	
	Direct Expenses	\$1,000.00				
	REIMBURSABLES (MILEAGE, COPIES, ETC.)	\$1,000.00				
				Total Package Cost		\$151,060



City Council Agenda Memo

DATE: November 10, 2023
TITLE: Nighthawk Tavern LLC dba Nighthawk Tavern
STRATEGIC PRIORITIES: Communication
PRESENTED BY: Doug Parks, City Attorney

AGENDA ITEM DESCRIPTION:

Nighthawk Tavern LLC dba Nighthawk Tavern, owned by Randy Harris, location to be 84 Public Square N, Ste 1 & 2, requests a Consumption on Premise Alcoholic Beverage License for Beer, Wine, and Distilled Liquor at the establishment. The alcoholic beverage license application is in order with all payments and completed paperwork.

HISTORY/PAST ACTION:

This location is zoned for restaurants and was previously held by the restaurant Capers, which served food and alcoholic beverages.

FINANCIAL IMPACT:

RECOMMENDATION:

Staff recommends consideration for a Consumption on Premise Alcoholic Beverage License for Nighthawk Tavern LLC dba Nighthawk Tavern Class D, Retail Liquor, Class E, Retail Beer, and Class F, Retail Wine by Drink.

SUGGESTED MOTIONS:

ATTACHMENTS:

DOR and Local Alcoholic Beverage License Applications



City Council Agenda Memo

DATE: November 10, 2023
TITLE: Leah Kay Catering LLC, dba Yahoola Grill
STRATEGIC PRIORITIES: Communication
PRESENTED BY: Doug Parks, City Attorney

AGENDA ITEM DESCRIPTION:

Leah Kay Catering LLC, dba Yahoola Grill, owned by Leah Lloyd, location to be 1810 South Chestatee Street, requests a Consumption on Premise Alcoholic Beverage License for Beer, Wine, and Distilled Liquor at the establishment. The alcoholic beverage license application is in order with all payments and completed paperwork.

HISTORY/PAST ACTION:

This location is zoned for restaurants and is currently held by the restaurant Yahoola Creek Grill Restaurant, which serves food and alcoholic beverages. The new owner, Leah Lloyd, is currently part of the Yahoola Creek Grill staff and will be the new business owner of the restaurant at this location, dba Yahoola Grill.

FINANCIAL IMPACT:

RECOMMENDATION:

Staff recommends consideration for a Consumption on Premise Alcoholic Beverage License for Leah Kay Catering LLC, dba Yahoola Grill Class D, Retail Liquor, Class E, Retail Beer, and Class F, Retail Wine by Drink for CY2024.

SUGGESTED MOTIONS:

ATTACHMENTS:

DOR and Local Alcoholic Beverage License Applications



DATE: 11/20/2023
TITLE: 39 Stargel St Encroachment Agreement
PRESENTED BY: Doug Parks, City Attorney

AGENDA ITEM DESCRIPTION:

Encroachment and Easement Agreement for 39 Stargel St to allow current residence/structure(s) to remain in place as is but denying the current and or any future owner(s) from building new additions, improvements or rebuilds into the right of way.

HISTORY/PAST ACTION:

FINANCIAL IMPACT:

None

RECOMMENDATION:

Approval is recommended with possible text refinement before approval.

SUGGESTED MOTIONS:

Motion to approve.

ATTACHMENTS:

Encroachment and Easement Agreement

Recording requested by:
Pacific Law Group, LLC.

After Recording Return To:
Pacific Law Group, LLC.
625 Molly Lane Suite 130
Woodstock, GA 30189

File Number: 23-18713CP
Parcel ID: D12-012

ENCROACHMENT AND EASEMENT AGREEMENT

STATE OF GEORGIA

COUNTY OF LUMPKIN

THIS AGREEMENT is made this _____ day of _____, 2023, by and between **R. Scott McDonald** ("Owner") and **The City of Dahlonega** ("Adjoining Owner").

IN CONSIDERATION of the premises and of TEN DOLLARS (\$10.00) in hand paid by Owner to Adjoining Owner, the parties do hereby acknowledge and agree as follows:

1. Owner is the fee simple owner of a tract of land described as follows:

All that tract or parcel of land lying and being in the city of Dahlonega, Lumpkin County, Georgia, and being a portion of Land Lot 986, 12th District, 1st Section of Lumpkin County, Georgia, as shown on plat of survey dated _____, prepared by Travis Pruitt & Associates (RLS No. _____, for R. Scott McDonald and recorded in Plat Book _____, page _____ Lumpkin County, Georgia records.

Subject Property Address: 39 Stargel Street, Dahlonega, GA 30533

Property Tax ID#: D12-0122.

2. Adjoining Owner maintains the right of way that borders the western property line of Owner, said right of way is commonly known as Stargel Street (a 30' Right of Way as shown in the plat of survey prepared by Travis Pruitt & Associates, Inc. attached hereto as Exhibit "A"). Said boundary line being the property line between the land of Owner and the right of way maintained by Adjoining Owner.

3. Owner and Adjoining Owner acknowledge that improvements owned by Owner encroach at various points onto the aforesaid right of way of Adjoining Owner.

4. Owner hereby disclaims any right, title, or interest in any portion of the said right of way of Adjoining Owner, by reason of said encroachment or otherwise, and Owner hereby agrees that he will not claim in the future any portion of the said right of way maintained by Adjoining Owner by reason of the said encroachment.

5. Adjoining Owner agrees that Owner shall not be required to remove the improvements so long as they remain in place. Upon any future removal of the improvements, however, they shall not be rebuilt on any portion of Adjoining Owner's property.

6. Further, Adjoining Owner grants unto Owner a perpetual easement for the purpose and uses hereinafter set forth, over, through, and across the encroachment area which, for the purposes of access and maintenance, shall include the land around the encroaching improvements and extending west 8' to the eastern edge of the pavement running through the center of the right of way commonly known as Stargel Street, for the purpose of accessing and maintaining the improvements thereon.

7. The easement herein granted shall bind the heirs and assigns of the undersigned Adjoining Owner, and shall inure to the benefit of the successors in title of the Owner.

6. This Agreement shall inure to the benefit of, and be binding upon the parties hereto, and their respective heirs, executors, successors, and assigns.

IN WITNESS WHEREOF the parties do hereunto set their hands and seals the day and year first above written.

OWNER:

ADJOINING OWNER:

THE CITY OF DAHLONEGA

(SEAL)

R. Scott McDonald

(SEAL)

BY: _____ (PRINT NAME)

ITS: _____ (PRINT TITLE)

Signed, sealed and delivered in the presence of:

(SEAL)

BY: _____ (PRINT NAME)

ITS: _____ (PRINT TITLE)

Unofficial Witness

Notary Public

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

