



# CITY OF DAHLONEGA

## Council Meeting - Amended Agenda

April 04, 2022 6:00 PM

Gary McCullough Chambers, Dahlonega City Hall

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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.

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### CALL TO ORDER AND WELCOME

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

### APPROVAL OF AGENDA

### PUBLIC COMMENT – PLEASE LIMIT TO THREE MINUTES

### APPROVAL OF MINUTES -

- [a.](#) City Council Special Called Meeting Minutes February 17, 2022  
Danna Foster, Assistant City Clerk
- [b.](#) City Council Meeting Minutes March 7, 2022  
Danna Foster, Assistant City Clerk
- [c.](#) Council Work Session Minutes, March 21, 2022  
Danna Foster, Assistant City Clerk

### APPOINTMENT/RECOGNITION

- [1.](#) Joint Proclamation By Lumpkin County and the City of Dahlonega Child Abuse Prevention Month  
JoAnne Taylor, Mayor
- [2.](#) Joint Proclamation by Lumpkin County and The City of Dahlonega -Lumpkin County High School - Lady Indians Basketball Team AAA Girls State Champions  
JoAnne Taylor, Mayor

### ORDINANCE AND RESOLUTION:

- [3.](#) Resolution 2022-07 Hazard Mitigation Plan Update  
David Wimpy, Director/Fire Chief
- [4.](#) Resolution 2022-06 Amendment of Personnel Management System Policies  
Allison Martin, Finance Director
- [5.](#) Resolution 2022-02 FY2021 Fourth Quarter Budget Amendment  
Allison Martin, Finance Director

### ANNOUNCEMENT/CITY REPORTS:

- [6.](#) Financial Report - February 2022  
Allison Martin, Finance Director

### OLD BUSINESS:

- [7.](#) ServLine Leak Protection for Utility Customers  
Allison Martin, Finance Director
- [8.](#) Request to increase the allocation of funds for pay adjustments for employees.

Bill Schmid, City Manager

9. Barlow Lift Station Rehabilitation Project

John Jarrard, Water/Wastewater Treatment Director

10. 2022-007 Storm Drain Repair - Mechanicsville Road

Vince Hunsinger, Capital Projects Manager

11. 2022-009 Parking Lot Overlay for City Hall- Amended

Vince Hunsinger, Capital Projects Manager

12. Morrison Moore Pedestrian Bridge & Sidewalk Supplemental Agreement for Preliminary Engineering (PE) Amended

Mark Buchanan, City Engineer

NEW BUSINESS:

COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

ADJOURNMENT



# CITY OF DAHLONEGA

## City Council Special Called Meeting Minutes

February 17, 2022, 6:00 PM

Chamber of Commerce Multipurpose Room Lower Level,  
342 Courthouse Hill, Dahlonega, GA 30533

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### PRESENT

Mayor JoAnne Taylor  
Councilmember Roman Gaddis  
Councilmember Johnny Ariemma  
Councilmember Ryan Reagin (6:07 pm)  
Councilmember Ross Shirley

### CALL TO ORDER AND WELCOME

Mayor Taylor called the meeting to order at 6:00 pm.

Motion made by Councilmember Gaddis, Seconded by Councilmember Shirley.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Shirley

Mayor Taylor called approval of the agenda. As a quorum was not present at the call, the agenda was amended to a Department Meeting.

At 6:07 pm, Councilmember Reagin arrived, and a quorum was present. Mayor Taylor called the meeting to order and asked for a motion to approve the agenda as written.

Motion made by Councilmember Gaddis, Seconded by Councilmember Shirley. Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley

### NEW BUSINESS

1. LOST Presentation - Ted Baggett, Carl Vinson Institute of Government

Mr. Baggett gave a presentation concerning LOST funds.

Mr. Baggett detailed the funds are 1% sales tax and are received by municipalities as additional revenue to relieve pressure on property tax. The tax is shared at the rate agreed upon by the City and County.

Commissioner Dockery and Mayor Taylor agreed a smaller collaborative negotiating team was better for this process.

### ADJOURNMENT

Mayor Taylor called for adjournment at 6:37 pm.

Motion made by Councilmember Gaddis, Seconded by Councilmember Shirley.

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



## CITY OF DAHLONEGA Council Meeting Minutes

March 07, 2022, 6:00 PM

Gary McCullough Chambers, Dahlonge City Hall

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### PRESENT

Mayor JoAnne Taylor  
Councilmember Ron Larson  
Councilmember Roman Gaddis  
Councilmember Johnny Ariemma  
Councilmember Ryan Reagin  
Councilmember Ross Shirley

### CALL TO ORDER AND WELCOME

Mayor Taylor called the meeting to order at 6:00 pm and welcomed the Public.

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

Councilmember Gaddis led the Prayer, and Councilmember Shirley led the Pledge of Allegiance.

### APPROVAL OF AGENDA

Mayor Taylor offered a moment of silence for the people of Ukraine.

Mayor Taylor called to amend item #3 FY2021 Fourth Quarter Budget Amendment, indicating postponement to a Work Session due to lack of financial completion.

Motion made by Councilmember Gaddis to approve the agenda removing item #3. Seconded by Councilmember Larson.

Voting Yea: Councilmember Larson, Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley

### PUBLIC COMMENT – PLEASE LIMIT TO THREE MINUTES

Mayor Taylor invited the Public for comments:

Tristan VanHuff, Tyler Barnes owners of Accent Cellars of 215 Auraria Rd, advocate changing to class K to sell on-premises beer. They desire to be on par with the rest of the counties, White, Gilmer, and Lumpkin. They questioned if there has been a change at the State level as previously advised.

City Attorney Parks indicated there is a significant amendment process. Mr. VanHuff said he spoke with Agent Loggins of the Department of Revenue, who stated nothing was changing with the County and City side and is in-house on their side.



City Attorney Parks indicated to look to the direction of Council on that. Mr. Barnes said that Council is aware of what we are trying to do. If/when it is conducive to confer, we would appreciate being part of that process.

Mitchell Ridley of 121 Skyline Drive indicated he was not in favor of the appointment of the vacancy of Post 5. He came tonight to voice his opinion as a resident of Dahlonaga and reiterated the importance of a vote on this seat. It is more so than an appointment; adding the Charter allows you to process this differently.

Ellen Mirakovits of 338 N Chestatee Street addressed City Council by reading a statement regarding item #1, Appointment of Temporary Councilmember Post 5; we hope the City Council will vote against making a temporary appointment for this position. In the recent past, the City Council appointed someone to fill a vacated seat without holding a Special Election; we set what could become an unhealthy precedent. While I understand this person could not run in the regularly scheduled election for this post, this person could run for another vacant seat, giving this person an unfair advantage as an incumbent. We believe the City Council should find money in the budget for a Special Election or vote to leave it vacant until the next regularly scheduled cycle. We are against City Council making an appointment but request you hold a Special Election or leave this post vacant until the next regularly scheduled election cycle.

Mayor Taylor thanked the Public for taking the time to speak up.

#### APPROVAL OF MINUTES -

- a. Council Meeting Minutes, February 7, 2022, Danna Foster, Assistant City Clerk
- b. Council Work Session Amended Meeting Minutes - February 21, 2022  
Danna Foster, Assistant City Clerk

Mayor Taylor announced the approval of minutes for both the meetings listed and asked for a motion.

Motion made by Councilmember Ariemma, Seconded by Councilmember Shirley.

Councilmember Ariemma and Mayor Taylor thanked Danna Foster, Assistant City Clerk, for her detail on the minutes.

Voting Yea: Councilmember Larson, Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley

#### APPOINTMENT/RECOGNITION

##### 1. Temporary Councilmember Post 5

Mayor Taylor announced the next item. Councilmember Shirley interjected Madame Mayor, and Mayor Taylor reminded him he did not have the floor. Mayor Taylor stated the process and read Section 5.12 from the Charter, approved by our State Representatives and Senators. She reiterated that this change did not just originate in these Chambers and not go any farther. She read Section 5.12 Special Elections: vacancies. Mayor Taylor reminded residents that this information is available on the city website.

After reading the Charter section verbatim, Mayor Taylor stated the Council made a call to the community to submit their names to be appointed and received ten qualified applications. She continued to create a workable shortlist. Each member of the Council will identify their top candidate and add all Councilmembers who have had the

applications since February 26 and have reviewed and considered applications in advance of today's appointment process. Members of the Council received their voting document. As the Council completed their paper, the mayor indicated it was terrific to have ten applicants, yet disappointing that seats go uncontested during elections. Mayor Taylor thanked the applicants for taking the time and putting themselves out there for serving the city in this manner.

Mayor Taylor received the voting documents back from Councilmembers and read the names of two candidates.

Mayor Taylor made a motion for Jane O'Gorman.

Motion made by Councilmember Gaddis, Seconded by Councilmember Larson.

Voting Yea: Councilmember Larson, Councilmember Gaddis

Voting Nay: Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley

Mayor Taylor read the second name of Lance Bagley and asked for a motion.

Motion made by Councilmember Shirley, Seconded by Councilmember Reagin.

Voting Yea: Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley

Voting Nay: Councilmember Larson, Councilmember Gaddis

Mayor Taylor announced Council prepared extensively for this action, and each form is part of the permanent record. Mayor Taylor recognized Councilmember Gaddis's desire to explain the reason for the Charter change.

Councilmember Gaddis explained that Council, four years ago, changed the Charter because two members resigned to run for Mayor, and the current Mayor was ill, and it was uncertain if he was going to be able to be present. The quorum is Mayor and four Councilmembers. There was a question if Mr. McCullough would be present, and we conducted city business on a day-to-day basis for three months. If anything happened to him, we would not have been able to conduct business and embarked on a Charter change to allow for an appointment in those situations. Flash forward, Helen Hardman decided to move, and we appointed Joel (Cordle), and he served with distinction. This fall, we had the same opening where one Councilmember ran for a county seat and once ran for Mayor. The will of the Council at that time was not to appoint anyone; we wanted a Special Election in November; however, because we made the Charter change, it is not allowed. We discussed amending the Charter and reducing the number of seats; the will of the Council was that we did not want to do that. There is no opportunity to have a Special Election for this vacant seat. We must do it by appointment to fill this seat, or we can leave it open until the next election in 2023.

Mayor Taylor acknowledged Mr. Ridley's hand and explained the Public Comments section of the meeting, and they could speak afterward. Mr. Ridley interjected and stated he would like Council to strike the word candidate as there was no candidate but an appointment for Council. Mayor Taylor said, so moved, and asked for the minutes to reflect this change.

Councilmember Larson asked for and was granted the floor. He then thanked all attendees on behalf of the Council for their participation. There were many well-qualified people, it was challenging to decide, and he was excited to have Lance joining us. He then asked for applause for Lance's appointment to City Council.

Mayor Taylor called Lance Bagley forward to take the Oath of Office. Mayor Taylor administered the Oath of Office. Councilmember Bagley signs the Oath of Office and takes a seat at Council.

Councilmember Ariemma indicated he had received many calls in the last few hours and wanted to ensure all understood his demeanor on it. I hope that the selection goes to the hands of the voters and understands why Council made the decisions they did for this process and hopes it comes back to the Council to adjust the Charter, so it makes sense for everyone.

#### NOW PRESENT

Mayor JoAnne Taylor

Councilmember Ron Larson

Councilmember Roman Gaddis

Councilmember Johnny Ariemma

Councilmember Ryan Reagin

Councilmember Ross Shirley

Councilmember Lance Bagley

#### ORDINANCE AND RESOLUTION:

Mayor Taylor announced several Ordinances and Resolutions up for discussion tonight regarding Distilled Spirits Package Store here in Dahlonga, and these are preparatory types of documents. These related to the placement of a package store and asked City Attorney Parks to discuss them.

2. Ordinances 2022-05, 2022-06 & 2022-07; Resolution 2022-05: Distilled Spirits Scheduling

Doug Parks, City Attorney

Attorney Parks stated that if you have any ordinance with some land use restriction, there must be part of the zoning procedures act even though it may or may not be an actual zoning ordinance. The memo in the packet goes through informational material; the action portion of the memo requests we put Ordinance 2022-05 before the Planning Commission to allow B-1 to be amended to enable Distilled Spirits Package stores in that district.

Ordinance 2022-06 would do the same thing in the B-2 district

Ordinance 2022-07 is a subset of your actual distilled spirits regulations and restricts Distilled Spirits Package Stores to zones B-1 & B-2. That type of package store would then be prohibited in any zone other than B-1 & B-2.

Resolution 2022-05 presents informationally to see how the sequencing will occur for Distilled Spirits Licensing. Tonight, the action item refers to Ordinance 2022-05, Ordinance 2022-06, and Ordinance 2022-07 to the Planning Commission for review and recommendation.

Councilmember Gaddis made a motion to refer Ordinance 2022-05, 2022-06, and 2022-07 to the Planning Commission for review. Councilmember Larson seconded it.

Councilmember Larson called for clarification if a Resolution needs to be included. City Attorney Parks indicated it was not necessary as it was informational only.

Councilmember Ariemma asked about the CBD, indicating potential spaces in that district, and asked if it were not included now, could be added later? City Attorney Parks confirmed it could be added later.

Councilmember Gaddis inquired if someone wanted one in the CBD; could they ask for a Variance? City Attorney Parks clarified not a Variance; it would need an Ordinance. Councilmember Gaddis then asked for clarity to the Public; the next step would be for the Planning Commission to review. City Attorney Parks indicated the Planning Commission would meet on April 5, and the second and final reading on May 2, and it may be thinking April 18th work session to adjust the first reading. The final process will conclude on May 2.

Mayor Taylor called for any further discussion.

Voting Yea: Councilmember Larson, Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Lance Bagley

3. FY2021 Fourth Quarter Budget Amendment

Allison Martin, Finance Director

Agenda amendment removed this item as discussion.

ANNOUNCEMENT/CITY REPORTS:

4. January 2022 - Financial Report

Allison Martin, Finance Director

Mayor Taylor called Director Martin to the podium. Director Martin informed Council that 97.27% of taxes were collected from the projection. Sales tax collection remains strong. Alcohol Beverage Tax Revenue is increased from the prior year. Department expenses are in line with Budget expectations. Downtown Development is on track, and in Hotel Motel, we continue to see revenues that far exceed pre-pandemic levels.

Councilmember Ariemma asked about the Local Option Sales Tax question, are we trending every month above. Councilmember Gaddis added that it resulted from the change in the law to online sales tax collection. Councilmember Larson asked for an update on the status of fees from the Government because of COVID. Director Martin indicated we have received \$1.2 million and are slated to receive the second path distribution 12 months from that date for the American Rescue Plan Act. Councilmember Larson asked for a short answer about how we are spending those funds. Director Martin responded that there is a proposal for a capital project which meets the criteria for water, sewer, and stormwater.

Councilmember clarified \$1.2 million was half. Director Martin confirmed.

Mayor Taylor thanked Director Martin and asked for an update on the next item.

OLD BUSINESS:

5. Amendment of Personnel Management System Policies

Allison Martin, Finance Director

Director Martin indicated that she and City Attorney Parks reviewed the vehicle section after the Work Session and moved to the last section. It should have stood alone at the end to remind everyone of safe practices.

Mayor Taylor called for a motion.

Motion made by Councilmember Larson to adopt 2022-04 approving the City of Dahlonga Personnel Policies amendment. Seconded by Councilmember Shirley.

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

6. FY2022 Reappropriations Budget Amendment

Allison Martin, Finance Director

Mayor Taylor indicated the reappropriations budget is a routine process allowing the City to access funds in the subsequent years.

Director Martin affirmed that we are tapping dollars previously allocated and projects not completed in the prior year. There is no request for additional funding, and the project description is provided.

Mayor Taylor indicated Council received the document before the meeting and asked if there were questions.

Councilmember Larson motioned for Resolution 2022-02 FY2021 Fourth Quarter Budget Amendment approval.

City Manager Schmid questioned if that would be a motion for 2022-03 Budget Amendment Reappropriations. Mayor Taylor asked if Councilmember Larson would like to restate his motion.

Councilmember Larson revised his motion to approve 2022-03 Budget Amendment FY 2022 Prior Year Reappropriations. Seconded by Councilmember Shirley.

Mayor Taylor asked for any further questions.

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

NEW BUSINESS: no new business currently

COMMENTS – PLEASE LIMIT TO THREE MINUTES

The City Clerk, City Manager, and City Attorney had no comments.

Councilmember Bagley thanked Council for your trust in me; I know the other candidates and know what talents they brought. I thank them for putting their names up and look forward to them helping me succeed and helping the city continue to be a wonderful place to live.

Councilmember Reagin thanked Councilmember Bagley and candidates, stating we had many qualified candidates. He said it is not every day you get West Point Graduate (referring to Councilmember Bagley). He also offered that he would much rather have people vote moving forward.

Councilmember Larson welcomed Councilmember Bagley. He indicated it was fascinating that ten people put in an application to be appointed to this position, yet two seats ran unopposed in the last election. My hope and Prayer are the nine who were not appointed tonight run in an election in a future period. We need to work as a community to get people out to vote. We run about 25% of citizens who participate in the process. If you do not participate in the process, look at what could happen in Ukraine and Russia, take an interest in what is going on.

Councilmember Gaddis welcomed Councilmember Bagley and indicated he looked forward to collaborating with him and the Council. He thanked the mayor for her leadership. He stated this had been one of the more interesting meetings and more exciting topics we have had to tackle as a Council. He added that the previous Council did not want to appoint; they wanted to elect. That was not the spirit of what we wanted when we changed the Charter to allow an appointment. The spirit was that if we needed someone to fill a role, we wanted to fill the void. The Council was adamant that the appointment would not be incumbent yet could fill another post. There is a spirit here and a willingness here; we want the people to decide. In 2023 the seat will be up for election. We hope one of those nine people will run for it.

Councilmember Ariemma commented that what Councilmember Larson said hit home, then you think about Ukraine, it is horrific. Welcome to Councilmember Bagley.

Councilmember Shirley reiterated what everyone else had said, welcome to Councilmember Bagley. He appreciated that so many people volunteered or put in an application; the city cannot work without participation. Let people decide in the future.

Mayor Taylor added her welcome to Councilmember Bagley and indicated Council did some heavy lifting the last few weeks. She addressed the people who had objected to the appointment cycle and agreed with them. However, there was no time to change the Charter, and we are operating by the Charter. By the Charter, a minimum of four people must have a quorum. It is not the mayor's job to bring the Charter Amendment; it is the Council's job to get it to Mayor for inclusion in a future work session. We do not want to add unintended consequences, as Councilmember Gaddis stated. The Council at the time voted unanimously for the Charter change. It is what it is for right now. We will entertain a different process in the future. Make sure Mr. Ariemma's comment was not mistaken that the mayor was somehow to bring the item. Councilmember Ariemma clarified that the mayor sets the agenda, he can recommend the item, and Mayor Taylor affirmed. He added that timing is everything, and we have much to do. Mayor Taylor said it will not be able to be acted on until the next cycle of House and Senate, not until next year.

## ADJOURNMENT

Councilmember Gaddis made a motion to adjourn at 7:02 pm. Seconded by Councilmember Reagin.

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



## CITY OF DAHLONEGA Council Work Session Minutes

March 21, 2022, 4:00 PM

Gary McCullough Council Chambers, Dahlonega City Hall

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### PRESENT

Mayor JoAnne Taylor  
Councilmember Ron Larson  
Councilmember Roman Gaddis  
Councilmember Johnny Ariemma  
Councilmember Ryan Reagin  
Councilmember Ross Shirley  
Councilmember Lance Bagley

### OPEN MEETING

Mayor Taylor called the meeting to order at 4:00 pm and welcomed everyone to the meeting, including distinguished guests, Chief Wimpy, Alan Ours, Robb Nichols, and Sam McDuffie.

Mayor Taylor announced Employee of the Year, Troy Armstrong, who has been with the city for seven years. Mayor Taylor read the accolade for Troy.

### BOARDS & COMMITTEES:

#### 1. Cemetery Committee—February 2022

Chris Worick, Committee Chairman

Mayor Taylor announced Mr. Worick would not be available, reminded the Council of the report in their package, and announced Mr. Worick has seven new students from the University of North Georgia helping with the cleaning and restoration of Mt. Hope Cemetery.

Councilmember Ariemma questioned the sale of plots in the report. Administrator Kinley responded, indicating the sale of plots falls to Community Development, and the question was deferred for later discussion.

#### 2. Main Street / DDA – February 2022

Ariel Alexander, Main Street/DDA Interim Main Street Manager

Skylar Alexander presented for Ariel and indicated there was nothing additional to add to the report in the package.

TOURISM: Sam McDuffie, Tourism Director

Director McDuffie highlighted that the snowbirds campaign ended in February and was successful. Targeted for the Great Lakes region, the top cities were Cincinnati, Ohio, and Columbus, Indiana.

On April 3<sup>rd</sup>, the Augusta National billboard on Exit 199 on I-20 for the Master's Golf Tournament will feature rotating advertisements, and three are for Dahlonega and Lumpkin County. Councilmember Shirley asked when the kiosk would be active, and Director McDuffie indicated it would be live on April 1<sup>st</sup>. He also announced that advertising on the 680AM campaign starts focusing on Bear on the Square and summer traffic.

#### DEPARTMENT REPORTS:

Mayor Taylor announced Council received the Department Reports ahead of time and asked for any questions.

Councilmember Ariemma indicated he would like to see a breakdown between plots and columbarium. There was discussion regarding burials and locations of cemeteries in the County.

Councilmember Ariemma asked for clarification on the non-revenue water from Director Jarrard, who indicated it was unaccounted for through leaks, inaccuracies, water produced but not passed through a meter. A discussion ensued about the elevation and pressures at various locations throughout the city.

Councilmember Larson thanked the staff for their thorough and detailed reports. What you do is tremendous.

City Attorney Parks left the Chambers at 4:17 pm.

3. Community Development – February 2022

Jameson Kinley, Planning and Zoning Administrator

4. Dahlonega Police Department- February 2022

George Albert, Chief of Police

5. Finance Department Report - February 2022

Allison Martin, Finance Director

Councilmember Ariemma discussed with Director Martin the number of adjustments and their average at \$350. People need to understand what it could cost them if they were opt-out.

Mayor Taylor asked Chief Albert how the calls from citizens to address complaints fall in his report. Mayor Taylor requested tracking the number of nuisance calls to determine how much it costs the city.

Councilmember Ariemma asked if the department addressed traffic concerns around the traffic light at N Grove St. There is a pedestrian safety concern with the number of fast-moving cars increasing speed from the intersection. Chief Albert added that he would increase patrol.

City Attorney Parks returned to Chambers at 4:21 pm.

6. Water & Wastewater Treatment Department Report February 2022

John Jarrard, Water/Wastewater Treatment Director

7. Public Works—February 2022

Mark Buchanan, PW Director/City Engineer



## ITEMS FOR DISCUSSION:

### 8. Amended - Resolution 2022-07 Hazard Mitigation Plan Update

David Wimpy, Director/Fire Chief

Mayor Taylor announced the document, and Chief Wimpy went on to address the plan. Chief Wimpy explained that a Hazard Mitigation Plan is necessary to request funds for mitigation and disaster in an emergency. Mayor Taylor reminded Council that this item comes up for a vote at the April 4th Council meeting.

### 9. Amended - 2022 Comprehensive Plan

Jameson Kinley, Planning Administrator

Mayor Taylor invited Administrator Kinley to explain the Comprehensive Plan. Administrative Kinley explained that the plan is our vision of the city in 25-50 years, demonstrating our goals. Administrator Kinley read a document from Adam Hazell, highlighting that the plan had been through several public hearings, approved through the Georgia Department of Community Affairs (DCA), and ready for Council approval. He added the summary of the goals begins on page 41, a state-required addition of Broadband assessment, modified environmental assessment, and passive use parks and trails.

Administrator Kinley added that the focus was on community vision- how we envision our growth, community development strategy—items like Broadband and implementation program. He expounded that DCA wants to make sure we set a list of goals, and we are working toward them with regular updates every five years, and DCA is whom we go to for grant funding.

Council discussed properties, stakeholders, and the vision of Dahlenega.

### 10. Request to increase the allocation of funds for pay adjustments for city employees.

Bill Schmid, City Manager

Mayor Taylor offered the floor to City Manager Schmid, who indicated the last adjustment was in 2020 before COVID and requested an increase comparable in the market. Inflation has risen over 7% since that time. This request does not impact operations and recommends acting at the April 4<sup>th</sup> Council Meeting. Mayor Taylor questioned if this was a Cost-of-Living adjustment, to which he affirmed it was. City manager Schmid indicated revenues are above projections, which is an appropriate way to recognize the staff. Council discussed the cost, funding, and actions other cities have taken during this time to compensate staff.

### 11. Amendment of Personnel Management System Policies

Allison Martin, Finance Director

Director Martin reminded Council that this was a living document and highlighted changes to the Marshal's reference and policy for on-call work.

### 12. FY2021 Fourth Quarter Budget Amendment

Allison Martin, Finance Director

Director Martin is awaiting a call from the Auditor who has rescheduled, and once we have a word, this may not need on the regular agenda.

### 13. Servline Leak Protection Program

Allison Martin, Finance Director

Director Martin indicated that the National League of Cities endorses the Servline Leak Protection program. Currently, staff spends many man-hours researching leaks and adjusting. We would look at the average of all our leaks to determine the coverage level. It is an opt-out program. First, we need an updated leak adjustment policy and sixty days of advertising. Before we invest time and resources, did Council want to support this program? In the event of a leak, the customer would work with ServLine, pay their average bill to the city, and Servline will manage the rest. It is a Win/Win for \$1 to \$2 per month for the customer. This program is only for residential customers. Council and Director Martin discussed costs, the process to notify the public, opting out and filing a claim, the cost of line breaks to the city and customers, and the possibility of Commercial coverage. Director Martin proposes an opt-out program where everyone is included in the program and must choose to opt out.

14. 2022-009 Parking Lot Overlay for City Hall

Vince Hunsinger, Capital Projects Manager

Director Buchanan presented this budgeted item. The bids for this capital project are due now, and the bid results will be presented at the next Council meeting.

15. 2022-007 Storm Drain Repair - Mechanicsville Road

Vince Hunsinger, Capital Projects Manager

Director Buchanan stated the Mechanicsville Road ditch area around the Head Start building was budgeted at \$138K and had a bid of \$142 which seems high but is not too bad with current conditions. We want to award and bump \$25K to pay the vendor and room for changes.

Council and City Manager discussed budget changes planned for 2021 and the rising fuel prices on the current budget. Mayor Taylor clarified it would come for a vote next meeting. Director Buchanan indicated two parts, one to award and one to change the budget.

16. Morrison Moore Pedestrian Bridge & Sidewalk Supplemental Agreement for Preliminary Engineering (PE)

Mark Buchanan, City Engineer

Director Buchanan explained that this is the project for the sidewalk from Walmart to the boat ramp and includes the bridge. The design was a single-span pedestrian bridge, and the latest information indicates they can cut \$700K of cost by making a 3-span bridge. There is an additional cost of \$40 K, of which GDOT will cover 80% \$32K, leaving the city \$8K, shown in the supplemental agreement. The City Manager and Council commended Director Buchanan's resourcefulness and contacts.

17. Park Street Design Firm Selection

Mark Buchanan, City Engineer

Director Buchanan explained that this project is water and sewer on South Park and a portion of North Park. Most pipes are close to one hundred years old. The water lines are necessary for fire protection pressures and continue to break; water and sewer will be completed in conjunction as the sewer are just as old. There are two firms in the selection process. No recommendation in the packet, and by Council Meeting, we will have a suggestion for a vendor. The American Rescue Plan Act funds will fund it.

Council and Director discussed the process to complete the work- whether to do it in phases or at once, the cost, the possibility of adding broadband and electricity upgrades, stormwater necessity, funding options, and design and construction timelines. Next week, firm selection will happen with results at the Council on April 4<sup>th</sup>.

#### COMMENTS – PLEASE LIMIT TO THREE MINUTES

City Clerk Mary Csukas reminded the Council of the upcoming retreat at Camp Glisson on April 8<sup>th</sup> and ninth.

The City Manager and City Attorney had no additional comments.

Councilmember Gaddis, will dinner topics for the retreat be forecasted out? Mayor Taylor responded with a deep dive into housing, and if anyone has another essential issue on the agenda, we can add it.

Councilmember Larson would like to have a LOST discussion. Councilmember Gaddis added that he would like to see recycling in a future work session if not at the retreat. Councilmember Reagin had nothing to add. Councilmember Larson asked Director Martin if the \$150K requested for the staff increases included taxes. Councilmember Bagley asked if, in the future, as we discuss beautification, if we look at burying the power lines, it also limits storm damage. Councilmember Ariemma had no additional comments.

Mayor Taylor discussed how fortunate we were to have forward-looking people in the past who had the power lines buried in the square. She commended the cooperative efforts happening right now. She indicated that UNG is undertaking a project to bury the power lines on South Chestatee St. It is a \$1.5 M project and expects completion around August.

#### ADJOURNMENT

Mayor Taylor made a motion to adjourn at 5:16 pm.

Motion made by Councilmember Bagley, Seconded by Councilmember Shirley.

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





# Joint Proclamation

By  
Lumpkin County  
And  
The City of Dahlonega



**WHEREAS;** More than 10,500 children were in foster care and more than 464,100 children required the services of child protective services last year in Georgia; and

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

**WHEREAS;** The COVID-19 pandemic has increased the risks for children in all circumstances, as families and communities may become isolated and face diminished resources; and

**WHEREAS;** While children spending additional time on-line for education and recreation during this pandemic, they are at an increased risk of on-line exploitation and cyber bullying; and

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

**WHEREAS;** Child abuse can be prevented when all citizens become aware of the importance of supporting community leaders and parents to raise their children in a safe, nurturing environment.

**WHEREAS;** communities must make every effort to promote programs and activities that create strong and thriving children and families; and

**NOW, THEREFORE, BE IT RESOLVED** that the City of Dahlonega and Lumpkin County hereby proclaim the month of April 2022 to be **Child Abuse Prevention Month**, and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

*Lumpkin County Georgia*

*City of Dahlonega*

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

\_\_\_\_\_  
Jo Anne Taylor, Mayor

Attest:

Attest:

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

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







# Joint Proclamation



*Lumpkin County High School*

## *Lady Indians Basketball Team AAA Girls State Champions*

**WHEREAS**, *The Lumpkin County High School Lady Indians Basketball Team has made history by winning the Georgia High School Association AAA Girls State Championship for the first time ever. With an impressive overall record of 30-1, the girls were the #1 ranked team in Georgia for sixteen straight weeks; and*

**WHEREAS**, *through a stunning comeback in the final moments of the game, the team was able to come together and surge ahead to an unprecedented victory against their opponent Greater Atlanta Christian School with a final score of 51-47; and*

**WHEREAS**, *we commend the team whom through the years has shown how the relationships that were forged during this time will last far beyond the basketball years in high school. The confidence gained by the experience will never cease and their legacy will be an inspiration to others. For their outstanding service, we would like to recognize them for their dedication and their commitment leading them to become AAA Girls State Champions; and*

**WHEREAS**, *Lumpkin County and the City of Dahlonega wish to honor the coaches David Dowse, Megan Crane, and KatyBeth Rentz, and the team's unparalleled members, Ciera Brooks, Averie Jones, Lexi Pierce, Breigh Rice, Mary Mullinax, Sarah Major, Elizabeth Walker, Kate Jackson, and Ava Jones for the many hours they dedicated in practice to improve their skills, showing how their winning determination led them to victory; and*

**WHEREAS**, *the young women of this team will undoubtedly achieve greatness in all of their future endeavors, and they will always be remembered for igniting the spirit of the entire community.*

**NOW, THEREFORE, BE IT RESOLVED** *that Lumpkin County and the City of Dahlonega hereby honor these dedicated young women and their coaches and recognize their accomplishments, and further proclaim March 31, 2022 to be **Lumpkin County High School Lady Indians Basketball Team Day.***

*Lumpkin County Georgia*

*City of Dahlonega*

---

*Chris Dockery, Chairman*

---

*JoAnne Taylor, Mayor*

*Attest:*

*Attest:*

---

*Melissa Witcher, County Clerk*

---

*Mary Csukas, City Clerk*



# City Council Agenda Memo

---

**DATE:** 3/1/2022  
**TITLE:** Resolution 2022-07 Hazard Mitigation Plan Update  
**PRESENTED BY:** David Wimpy, Director/Fire Chief

---

## **AGENDA ITEM DESCRIPTION:**

This is a plan required by the federal government that enables Lumpkin County and the City of Dahlonega to seek mitigation grant funding after a disaster, when funding is available.

---

## **HISTORY/PAST ACTION:**

In 2000, the United States Congress adopted the Disaster Mitigation Act of 2000, allowing Federal funding to be allocated to Hazard Mitigation plans and projects before a disaster happens. Congress now requires state and local governments, through the Federal Emergency Management Agency (FEMA), to develop compliant plans to be eligible for Federal Hazard Mitigation project funding. Georgia's unique geographic location exposes the state and its citizens to severe weather at any time of the year. It is one of the few places that weather conditions may include snow, ice, lightning, and a tornado from the same storm event. The State of Georgia has averaged a federal disaster declaration about once a year for the last several years. How can we protect and prepare ourselves for the next natural disaster to strike Georgia? The answer is mitigation planning and Federal funding.

---

## **FINANCIAL IMPACT:**

There is no adverse financial impact. Having an adopted plan can assist staff in obtaining grants for items listed in the plan.

---

## **RECOMMENDATION:**

1. Adopt and sign the new Hazard Mitigation plan update by resolution, for Lumpkin County, so we can continue to give the Citizens the best possible preparedness and protection.

---

## **SUGGESTED MOTIONS:**

I make a motion to adopt the Hazard Mitigation plan update by resolution.

---

## **ATTACHMENTS:**

Resolution 2022-07 Hazard Mitigation Plan Approval

Exhibit A Hazard Mitigation Plan

---

## **RESOLUTION 2022-07**

### **RESOLUTION ADOPTING THE LUMPKIN COUNTY HAZARD MITIGATION PLAN INCLUDING THE CITY OF DAHLONEGA**

**WHEREAS**, the City of Dahlonega has experienced natural hazards that result in public safety hazards and damage to private and public property; and

**WHEREAS**, the hazard mitigation planning process set forth by the State of Georgia and the Federal Emergency Management Agency offers the opportunity to consider natural hazards and risks, and to identify mitigation actions to reduce future risk; and

**WHEREAS**, a Lumpkin County Hazard Mitigation Plan Including the City of Dahlonega has been developed by the Mitigation Planning Committee; and

**WHEREAS**, the purpose of this Plan is to reduce the loss of life and property due to natural disaster; and

**WHEREAS**, the implementation of the Lumpkin County Hazard Mitigation Plan Including the City of Dahlonega will protect the health, safety, and welfare of the residents of the City of Dahlonega, as well as, reduce potential damage and shorten the disaster recovery period; and

**WHEREAS**, the Lumpkin County Hazard Mitigation Plan Including the City of Dahlonega includes a prioritized list of mitigation actions including activities that, over time, will help minimize and reduce safety threats and damage to private and public property, and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Dahlonega, Georgia that:

1. The Lumpkin County Hazard Mitigation Plan Including the City of Dahlonega is hereby adopted as an official plan of the City of Dahlonega; minor revisions recommended by the Federal Emergency Management Agency and/or the Georgia Office of Emergency Management may be incorporated without further action.
2. The City of Dahlonega departments identified in the Plan are hereby directed to pursue implementation of the recommended high priority activities that are assigned to their departments.
3. Any action proposed by the Plan shall be subject to and contingent upon budget approval, if required, which shall be at the discretion of the City Council, and this resolution shall not be interpreted so as to mandate any such appropriations.

ADOPTED this 4th day of April, 2022.

[EXECUTION ON FOLLOWING PAGE]

CITY OF DAHLONEGA, GEORGIA

By: \_\_\_\_\_  
JoAnne Taylor, Mayor

Attest:

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

DRAFT





# CITY COUNCIL AGENDA REPORT

---

**DATE:** March 25, 2022  
**TITLE:** Resolution 2022-06 Amendment of Personnel Management System Policies  
**PRESENTED BY:** Allison Martin, Finance Director

---

## **AGENDA ITEM DESCRIPTION:**

An amendment of the City of Dahlonega Personnel Management System Policies is necessary to correct two errors found after the last revision.

---

## **HISTORY/PAST ACTION:**

The City Council adopted the PMS in 2014. Since then, the document has been amended for various reasons. The document attached for reference contains two changes. The items being proposed for change in the draft version are highlighted. One change is to reflect Chief of Police rather than City Marshal (change occurred after the document was drafted) and the other is to correct an error in the on-call pay policy.

---

## **FINANCIAL IMPACT:**

There is no financial impact created by these changes.

---

## **RECOMMENDATION:**

It is recommended that Council approve the amendment to Personnel Policies.

---

## **SUGGESTED MOTIONS:**

I make a motion to adopt Resolution 2022-06 approving the amendment of the City of Dahlonega Personnel Management System Policies.

---

## **ATTACHMENTS:**

Resolution 2022-06 Personnel Management System Policies Amendment  
Personnel Management System Policies, April 4, 2022, Update

**RESOLUTION 2022-06**

**PERSONNEL MANAGEMENT SYSTEM POLICIES AMENDMENT**

**WHEREAS**, the Mayor and City Council adopted the Personnel Management System Policies on February 3, 2014, and have subsequently modified its contents previously; and,

**WHEREAS**, the Mayor and City Council deem it essential to improve, clarify and enhance the Personnel Management System Policies; and,

**WHEREAS**, it is necessary to modify the following Paragraphs of the Personnel Management System Policies each to read in their entirety as set forth in the document entitled Amended Personnel Management System Policies attached hereto and incorporated herein:

Par. 3.103 On Call/Rounds & Call Back Pay

Par. 3.306 Essential Personnel – Emergency Preparedness

**NOW THEREFORE, BE IT RESOLVED** and it is so resolved by the City Council of the City of Dahlonega, Georgia and hereby approves an amendment to the Personnel Management System Policies as attached hereto and made a part of this Resolution with an effective date of March 21, 2022.

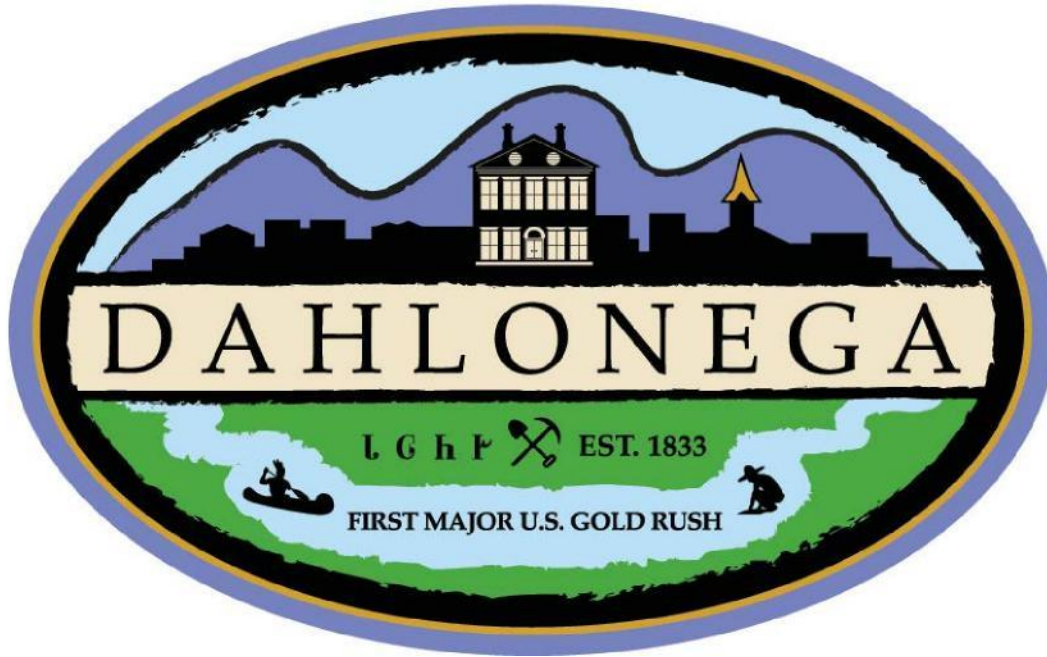
**ADOPTED** this 4<sup>th</sup> day of April, 2022.

**CITY OF DAHLONEGA, GEORGIA**

By: \_\_\_\_\_  
JoAnne Taylor, Mayor

Attest:

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



## **CITY OF DAHLONEGA**

# **PERSONNEL MANAGEMENT SYSTEM POLICIES**

Adopted February 3, 2014

Revised April 4, 2022

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## CITY OF DAHLONEGA PERSONNEL MANAGEMENT SYSTEM POLICIES

### SECTION 1 – THE WAY WE WORK

**Par. 1.100 City Personnel System** - The City of Dahlonega Personnel Management System is a system of employment which recognizes that the employees covered by the system should be selected and promoted according to their skills, knowledge, and abilities, and that employees who perform satisfactorily should be retained in their position as long as the position exists.

**Par. 1.200 Establishment** - The Personnel Management System has been established by the City to provide a fair, equitable, and productive work environment for those employees covered by the system. This system and these policies have been adopted by the governing body of the City.

**Par. 1.300 Purpose** - The purpose of the Personnel Management System is to establish a system of employment that implements and perpetuates recognized merit principles of public employment. Those principles are:

- a. Recruiting, selecting, and advancing employees on the basis of their relative ability, knowledge, and skills, including open consideration of qualified applicants for initial appointment;
- b. Providing equitable and adequate compensation;
- c. Training employees, as needed, to assure high quality performance;
- d. Retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and

separating employees whose inadequate performance cannot be corrected;

- e. Assuring fair treatment of applicants and employees in aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, religious creed, genetic information, age, or handicap and with proper regard for their privacy and constitutional rights as citizens; and
- f. Assuring that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the results of an election or a nomination for office.
- g. Establishing a stable work environment for its regular employees, and therefore the City will employ part time and temporary employees as needed.

**Par.1.400 Coverage** - These procedures apply to the employees in all departments under the administration of the City Manager. Federal equal employment law recognizes that neither elected officials nor members of their personal staff should be covered by legislation creating permanent positions. Therefore, the City Manager will determine which positions in the City are policy making or personal staff and exclude those positions from coverage by these policies. All other positions will be covered, and those positions will be included in the City's classification plan. In the event of a conflict between an Employment Agreement and the PMS Policies, the contract language of the Employment Agreement will control.

**Par. 1.500 Administration** - The City Manager is responsible for administering these policies.

**Par. 1.501 Employee Service Awards** – The City of Dahlonega recognizes and shows appreciation to employees who have demonstrated their interest in serving the City of Dahlonega and the citizens of the City through Employee Service Awards. Such Awards are given to eligible employees that meet certain objective criteria and requirements.

**Eligibility** – The service award date is defined as the initial date of employment with the City of Dahlonega unless there has been a break in service. If there has been a break in service, the service award date is the date of hire for the most recent period of continuous service. Only full-time employees are eligible to receive service awards.

The Service Awards Program recognizes employees' service in increments of five years through retirement and will be presented annually.

Service award dates are not to be confused with any other date determining benefit eligibility.

**Par. 1.502 Policy Changes** – The governing body of the City reserves the right to change these policies at any time, through resolution and/or City policies and procedures. These policies shall reflect and be superseded by any changes mandated by state or federal legislation.

**Par. 1.503 Personnel Records** - A record of service will be managed by the Human Resources Administrator for active employees. Service records for terminated employees shall be retained as required under applicable record retention laws. An employee has the right to review and request copies of their personnel file. These requests will be facilitated by the Human Resources Administrator. Open records requests and confidentiality of personnel records will be managed as defined in the City's policies and the Georgia Open Records Act.

It is the responsibility of the employee to notify the City of any personal data changes, such as name, address, phone number, emergency contact information, change in beneficiaries, etc. Name changes will require supporting legal documents (i.e., marriage certificate, divorce decree).

**Par. 1.600 Equal Employment Opportunity (EEO) Policy** – The City is committed to maintaining a workplace that is free of inappropriate or unlawful conduct on the basis of race, color, religion, sex, national origin, age, disability, genetic information, or other protected group status as provided by law. In keeping with this commitment, the City prohibits the unlawful treatment of employees, including harassment, discrimination, and retaliation, by anyone, including any supervisor, coworker, contractor, subcontractor, vendor, client, visitor, customer, or agent. It is the City's policy to comply with all applicable federal, state, and local laws.

**Par. 1.601 Prohibited Conduct** - This Policy applies to all aspects of employment, including, but not limited to, recruitment, hiring, promotion, demotion, transfer, lay-off, recall, discipline, compensation, and benefits. Improper conduct also consists of misconduct that includes unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status or activity (e.g., opposition to prohibited discrimination or participation in the statutory complaint process) as provided for by law. This includes conduct by someone to another of the same gender. The City prohibits unlawful conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or

offensive working environment. No one, including any manager or supervisor, has authority to engage in such conduct.

If you feel you have been subject to the type of conduct prohibited by this Policy, you must report this conduct in accordance with the City's Complaint Procedure, which is contained in these Policies. You should report any improper conduct before it becomes severe or pervasive, and you do not have to wait until it rises to the level of an unlawful action.

**Par. 1.602 [Sexual or Other Unlawful Harassment](#)** - Unlawful harassment can take many forms, including based on an individual's sex, as well as conduct based on race, age, or any other protected status. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on a protected class constitute harassment when (1) submission to the conduct is an explicit or implicit term or condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Inappropriate conduct may include explicit sexual propositions; sexual innuendo; suggestive comments; sexually oriented or racial "kidding" or "teasing;" "practical jokes;" jokes about gender-specific or disability-specific traits; foul or obscene language or gestures; displays of foul, obscene, or racial material; sexually related emails and text messages; and physical contact, such as patting, pinching, or brushing against another's body. An individual who feels he or she has witnessed or been subject to harassment should follow the City's Complaint Procedure, which is contained in these Policies.

**Par. 1.603 [Americans with Disabilities Act](#)** - It is the City's policy to provide equal employment opportunity to applicants and employees with covered disabilities under the Americans with Disabilities Act of 1990, as amended, ("ADA") or other applicable law. This Policy applies to all aspects of employment and application for employment. As required by the ADA or other applicable law, the City will provide reasonable accommodations to qualified individuals with a disability in the workplace unless such accommodations present an undue hardship or if the individual is a direct threat to the health or safety of the individual or others.

An individual with a disability may request a reasonable accommodation at any time during the application process or during employment. Reasonable accommodations are changes made to the work environment or to the manner or circumstances in which the job customarily is performed that allow an individual with a disability to perform all essential job functions. The City is not required, however, to provide an accommodation if doing so would cause an undue hardship to the City or if the individual is a direct threat to the health or safety of the individual or others in the workplace.

All requests for accommodations will be addressed in connection with an interactive dialogue with the affected individual. To request an accommodation, which may include unpaid leave or modification of your working environment, an individual should complete an Accommodation Request Form (which is available in the City Clerk's office) and return it to the City Clerk.

Upon receiving a request for accommodation, the City will seek an interactive process with the individual to clarify his or her needs and identify the appropriate reasonable accommodation. During this process, the City may request reasonable documentation, including medical documentation, of the individual's disability and need for a reasonable accommodation. Failure to provide required medical information or to otherwise participate in a meaningful way in the interactive dialogue process regarding an accommodation request may result in denial of an accommodation. Because of the personal nature of some disability issues, the City will take every reasonable effort to ensure confidentiality during the review process.

Individuals will be notified of the City's decision regarding their request for an accommodation. Any individual believing that a reasonable accommodation has not been provided should follow the City's Complaint Procedure.

Par. 1.700 Complaint Procedure (Including Complaints for Violation of EEO Policy, Violation of City Policy, or Any Other Unlawful or Inappropriate Conduct)

- All employees should help to assure that the City avoids any form of unlawful or inappropriate conduct. If you feel that you have experienced or witnessed (1) harassment, (2) discrimination, (3) improper denial of a request for accommodation, (4) denial of requested leave under the FMLA, ADA, or otherwise, (5) violation of any policy of the City or policy in these policies, or (6) failure to pay overtime or other violation of the FLSA or wage payment laws, or (7) other unlawful or inappropriate conduct by anyone, including employees, supervisors, coworkers, contractors, subcontractors, vendors, clients, visitors, customers, or agents, you are to notify immediately (preferably in writing within 24 hours) the City Clerk. The address and telephone number for the City Clerk is 465 Riley Road, Dahlonega, Georgia 30533; 706-864-6133. If you are not contacted promptly about your complaint or are not satisfied with the response, you are to re-file it with the City Clerk and also send notification of your complaint in writing by certified mail to our City Manager, whose address is 465 Riley Road, Dahlonega, Georgia 30533. If you are not comfortable discussing the matter with the City Clerk or otherwise do not wish to discuss the matter with the City Clerk, you are to file your complaint directly with the City Manager. The City prohibits unlawful retaliation against anyone who has made a complaint or provides information related to a complaint.

The City will undertake an objective and appropriate review of any complaint and expect all employees to fully cooperate with internal investigations that may be initiated by the City to examine any perceived violation of City policy or

procedure or any other matter. To the extent practicable and appropriate, the City will keep any complaint and the terms of its resolution confidential. The City will take corrective action as it determines is appropriate. The City will undertake corrective action to stop inappropriate conduct before it rises to the level of an unlawful action. You will be notified as to the outcome of your complaint. If you have any questions about the status of your complaint, you should contact the City Clerk at the above telephone number and address.

Each employee should be aware that he or she has the right to file a charge of discrimination with the Equal Employment Opportunity Commission (EEOC) or other state agency as provided by law. According to the EEOC, the deadline for filing any such charge runs from the last date of unlawful conduct, not from the date that the complaint to us is resolved.

**Par. 1.701 Intentionally False Claims** – The City recognizes that intentional or malicious false accusations of misconduct can have a serious effect on innocent men and women. Individuals making such false accusations of misconduct will be disciplined in accordance with the nature and extent of his or her false accusation. The City encourages any employee to raise questions he or she may have regarding misconduct or this Policy with the City Clerk.

**Par. 1.800 Immigration Law Compliance** - The City employs only United States citizens and those non-U.S. citizens authorized to work in the United States in compliance with all applicable federal and state laws.

Further, the City utilizes E-Verify in order to certify the work eligibility of its employees. E-Verify is an Internet-based system operated by the Department of Homeland Security in partnership with Social Security Administration that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify works by electronically comparing the information on an employee's Form I-9 with SSA and DHS records to verify the identity and employment eligibility of each newly hired employee.

As mandated by E-Verify, the City displays both the English and Spanish Notices of E-Verify Participation and the Right to Work Posters in plain view of potential employees on the walls of the City Clerk's office. If you have any questions, please contact the City Clerk's office.

## SECTION II - DEFINITIONS

**Par. 2.100 Adverse Action** - An action taken that results in a disciplinary suspension without pay, disciplinary salary reduction, disciplinary demotion, or disciplinary dismissal.

Par. 2. 101 Adverse Affect - The results of an action or decision that is not an adverse action, but which deprives the employee of income or the opportunity to earn more income.

Par. 2. 102 Appointing Authority - The person who has, among other authorities, the authority to appoint and discharge all employees. The City Manager is the appointing authority for the City.

Par. 2. 103 Regular Employee - A full time employee who has achieved regular status by completing all employment requirements including a probationary period. A regular employee works 40 hours per week. A part time employee works 28 hours per week maximum and a temporary employee may work 40 hours per week for a specified time.

Par. 2. 104 Days - When the work "days" is used as a method of counting, it means calendar days unless stated otherwise.

Par. 2.105 Designee - The person or persons to whom the appointing authority delegates certain authority for the administration of the City.

Par 2. 106 Handicapped - Any person who has a physical or mental impairment that substantially limits one or more major life activities, who has a record of such an impairment, or who is regarded as having such an impairment.

Par. 2. 107 Immediate Family - Included are the employee's spouse, children, parents, brothers, and sisters. The definition is extended to any other person who resides in the employee's household and who is recognized by law as a dependent of the employee.

Par 2. 108 May- The word may is conditional and implies that there is discretion as to whether a condition exists, or an act or action will take place.

Par 2. 109 Shall/Will - These terms are unconditional and imply that a condition exists, or an act or action will take place.

Par 2. 110 Unlawful Discrimination - Employment practices which are prohibited by state and federal laws, and which include discrimination because of race, color, sex, genetic information, religion, national origin, age, mental or physical handicap, and political affiliation. See EEO Policy.

Par 2.111 Probationary Period - A period of time, usually six months, during which a new employee or an employee who has been promoted to a higher position is being evaluated on job capability and performance.



Par 2.112 On-Call – When an employee’s job assignment requires the ability to be contacted and requested to provide services, if necessary, at times other than their regular schedule.

Par 2.113 Rounds – When an employee’s job assignment requires the employee to report to work to perform various tasks to ensure the City facilities remain functioning (e.g., lift station check).

Par 2.114 Call-Back – When an employee is called back to work to perform a task or service either in person or via phone or computer.

## SECTION III- CONDITIONS OF EMPLOYMENT

Par. 3.100 Work Hours - The minimum work week for employees will be: 1. Regular Employee-40 hours. 2. Part time employee-maximum of 28 hours. 3. Temporary Employee - 40 hours for a specified time. The official work week of the City will begin at 12:01 a.m. Saturday morning and end at 12:00 midnight the following Friday night.

Par. 3.101 Overtime - The City complies with the requirements of the Fair Labor Standards Act and any applicable local law with respect to wages and hours. Please understand that there may be times when you will need to work overtime so that we may successfully meet the needs of the City. However, all overtime must be approved in advance by your manager or supervisor. Non-exempt employees whose work period is one week will be paid at the rate of one and one half the normal rate for all hours worked over forty (40) hours per week.

Exempt salaried employees do not receive overtime pay. Exempt salaried employees are subject to deductions from their salaries only for lawful reasons.

Public safety departments will establish work periods and overtime policies separately as a part of the departmental operating policies. Employees called to work after normal working hours shall be credited with a minimum of three hours work.

If an employee feels he or she has been subject to an improper salary deduction, has been improperly classified as exempt or non-exempt, or has not been paid overtime for any hours worked over 40 in a week, the employee should utilize the City’s Complaint Procedure. In the event it is determined that an improper deduction was made or that an employee was not paid any overtime due, the City will reimburse the employee.

Salaried positions are: City Manager, City Clerk, Asst. City Clerk, Water Plant Superintendent, Public Works Superintendent, Finance Director and Planning Director. These positions will not be paid overtime for hours worked in excess of 40 per week except in special situations where prior arrangement and approval are obtained from the

City Manager. An exception to this rule will be made in an employee is required to work on a scheduled holiday.

**Par. 3.102 Compensatory Time** - Compensatory time may be given for hours worked over the minimum number of hours required for a particular job, and employees may choose compensatory time in lieu of overtime pay. Each department will determine the jobs that will receive compensatory time and the method of administering compensatory time. Such time must be approved and taken at the convenience of the City. Compensatory time may not be accumulated but must be taken within thirty days of the time it is earned.

**Par. 3.103 On-Call/Rounds & Call Back Pay** – Employees will receive fifty dollars (\$50.00) of On-Call pay for each hour shift of on-call status and a minimum of three (3) hours of call-back compensation for the on-call shift if the employee is called in to work. Each operation requiring on-call duty by employees will define the length of their on-call duty shift. Employees who complete rounds will receive three (3) hours of pay at their regular rate unless the employee spends more than three (3) hours to complete the rounds in which case the employee will be paid for the additional time. Employees should contact their supervisor or HR with any questions relating to this policy. If you contend you have not been paid properly, please utilize the City's Complaint Procedure.

**Par. 3.104 Recording Your Time** - We want to be sure that you are paid fairly for all hours that you work. To accomplish this, we must have an accurate record of the time that you work. The City uses timesheets to keep time records. Your supervisor will explain how these timesheets are used. The important points to remember are:

1. Be sure that you record the start of your shift.
2. Be sure you record the beginning of your lunch period.
3. Be sure you record the end of your lunch period.
4. Be sure you record the end of your shift.
5. If you leave the building on non-City business, you must record this information.

Using any timesheet other than your own, or tampering with a timesheet in any way, will result in disciplinary action up to and including discharge. Any change or omission from a timesheet must be approved by your supervisor.

Further, non-exempt employees are not to perform any work that is not recorded by the time system. You must always make sure you record accurately your time using the standard time recording system. If you are asked/instructed by anybody in the City to perform work "off the clock," (in other words, perform work without reporting it on your timesheet) you are directed to refuse. Make sure you record your work time using the standard time recording system. Also, if you are asked to work "off the clock," or without recording your time, you should immediately report the situation by utilizing the City's Complaint Procedure. Finally, if you contend you have not been paid time for all hours worked, please utilize the City's Complaint Procedure.

**Par. 3.105 Mealtime** - A sixty (60)-minute, unpaid meal break must be taken each day by all non-exempt employees. You should be completely relieved of your duties during this meal break. Your manager or department head is responsible for approving the scheduling of this meal break. This time must be recorded on your timesheet, which is explained in the City's policy on Recording Your Time.

If circumstances occur that you are not able to take your 60-minute uninterrupted meal break in which you were completely relieved of your duties, you should adjust your time entry in your timesheet record to show that you did not take any meal break, and you will be credited for working the entire 60-minute meal break.

If you are asked or instructed by anybody in the City to perform work "off the clock" (in other words, perform work without reporting it on the time system) during your 60-minute meal break, you are directed to refuse. Also, if you are asked to work "off the clock" during your meal break, you should immediately report the situation by utilizing the City's Complaint Procedure. Finally, if you contend you did perform work during a meal break and have not been paid accurately for that time, please utilize the City's Complaint Procedure.

**Par. 3.106 Attendance and Punctuality** - Attendance and punctuality are important factors for your success within the City. We work as a team, and this requires that each person be in the right place at the right time. Failure to meet the expectations of the City in the area of attendance and punctuality will result in disciplinary action, up to and including termination.

If you are going to be late for work or absent, you must notify your supervisor before the start of your workday. You are required to speak with your manager or supervisor directly, or, if your supervisor is not available, you must speak with another manager or supervisor. It is not acceptable to have another person call for you or leave a message at the switchboard or with a co-worker.

**Par. 3.107 Nursing Mothers** - The City complies with applicable provisions of the Patient Protection and Affordable Care Act. Consistent with this statute, the City provides all nursing mothers who are non-exempt employees under the Fair Labor Standards Act with reasonable break time to express breast milk for the nursing of a child for one year following the birth of a child, unless doing so creates an undue hardship. In the event that nursing breaks do not cause an undue hardship, the City will provide a private place other than a bathroom where a non-exempt nursing mother may express breast milk. These breaks will be unpaid. Please direct all requests regarding this Policy to the City Clerk. If you have any complaint regarding this Policy, please utilize the City's Complaint Procedure.

**Par. 3.108 Telecommuting** - The City of Dahlonga supports telecommuting work arrangements and allows the City Manager to implement these arrangements, where appropriate, for eligible employees.

Telecommuting work arrangements may be implemented when they benefit the City of Dahlonaga in one or more of the following ways:

- 1) City of Dahlonaga Citizens -To provide Citizens with an even higher level of service with no delays at the beginning of the business day and continue this level of service until the close of the day.
- 2) City of Dahlonaga as an Employer – To improve recruitment and retention of high-quality employees, to decrease employee vacancy rates and to provide a no-cost enhancement to the City's work environment.
- 3) City of Dahlonaga Employees – To improve job satisfaction, employee morale, effectiveness, and productivity; promotes employee health, wellness and reduces absenteeism by helping employees face the demands of juggling work, family, and life related issues. Reduce employee's time of commute, cost of fuel and vehicle maintenance.
- 4) Sustainability – To position the City as a leader for solutions to reduce traffic congestion and improve air quality and maximize the utilization of City facilities and resources.
- 5) Emergency – To provide a solution in times of emergency that allows continuance of City business when work from a remote location is beneficial over work from the City worksite. Emergency situations include, but are not limited to, inclement weather, pandemic or other health-related situation, transportation-related concerns, and threats to employee safety.

The City of Dahlonaga considers telecommuting to be a viable alternative work arrangement in cases where individual, job and supervisor characteristics are best suited to such an arrangement. Telecommuting allows an employee to work at home, on the road, or in a satellite location for all or part of their regular workweek. Telecommuting is a voluntary work alternative that may be appropriate for **some** employees and **some** jobs. **It is not an entitlement; it is not a City of Dahlonaga-wide benefit; and it in no way changes the terms and conditions of employment with the City.**

Under no circumstances are employees permitted to work at home without prior permission. Any attempt to do so, with or without reporting such time, will result in disciplinary action in accordance with the City's discipline policy.

Before granting permission for short-term work at home arrangements supervisors should know the specific work to be performed and the projected amount of time expected. If the work at home will cause a non-exempt employee to work enough hours per day or week to become eligible for overtime under federal and state law, then the supervisor should consult the overtime policy before granting permission.

Procedure:

1. Telecommuting can be informal, such as working from home for a short-term project or on the road during business travel, or formal, as will be described below. Other informal, short-term arrangements may be made for employees on family or

medical leave, to the extent practical for the employee and the organization, and with the consent of the employee's health care provider, if appropriate. **All informal telecommuting arrangements are made on a case-by-case basis, focusing on the business needs of the organization first.**

2. The City of Dahlonaga will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software, photocopiers, etc.) for each telecommuting arrangement on a case-by-case basis. The human resource department will serve as a resource in this matter. Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. The City accepts no responsibility for damage or repairs to employee-owned equipment. The City reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for business purposes only. The telecommuter should sign an inventory of all office property and agrees to take appropriate action to protect the items from damage or theft. Upon termination of employment all City property will be returned to the City unless other arrangements have been made.
3. Consistent with the City's expectations of information asset security for employees working at the office full-time, telecommuting employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office. Steps include, but are not limited to, use of locked file cabinets, disk boxes and desks, regular password maintenance, and any other steps appropriate for the job and the environment.
4. The employee will establish an appropriate work environment within their home for work purposes. The City will not be responsible for costs associated with initial setup of the employee's home office such as remodeling, furniture, or lighting, nor for repairs or modifications to the home office space. Employees will be offered appropriate assistance in setting up a workstation designed for safe, comfortable work.
5. The City will supply the employee with appropriate office supplies (pens, paper, etc.) for successful completion of job responsibilities. The City will also reimburse the employee for all other business-related expenses such as phone calls, shipping costs, etc. that are reasonably incurred in accordance with job responsibilities. Expenses must be pre-approved by the City.
6. The employee and manager will agree on the number of days of telecommuting allowed each week, the work schedule the employee will customarily maintain, and the manner and frequency of communication. The employee agrees to be accessible by phone or modem within a reasonable time period during the agreed upon work schedule.

7. Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to record all hours worked in a manner designated by the organization. Telecommuting employees will be held to a higher standard of compliance than office-based employees due to the nature of the work arrangement. Hours worked in excess of those specified per day and per work week, in accordance with state and federal requirements will require the advance approval of the supervisor. Failure to comply with this requirement can result in the immediate cessation of the telecommuting agreement.
8. Before entering into any telecommuting agreement, the employee and manager, with the assistance of the human resource department, will evaluate the suitability of such an arrangement paying particular attention to the following areas:
  - a. Employee Suitability - the employee and manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
  - b. Job Responsibilities - the employee and manager will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
  - c. Equipment needs, workspace design considerations and scheduling issues.
  - d. Tax and other legal implications for the business use of the employee's home based on IRS and state and local government restrictions. Responsibility for fulfilling all obligations in this area rests solely with the employee.
9. Evaluation of telecommuter performance during the trial period will include daily interaction by phone and e-mail between the employee and the manager, and weekly face-to-face meetings to discuss work progress and problems. At the conclusion of the trial period the employee and manager will each complete an evaluation of the arrangement and make recommendations for continuance or modifications. Evaluation of telecommuter performance beyond the trial period will be consistent with that received by employees working at the office in both content and frequency but will focus on work output and completion of objectives rather than time-based performance.
10. Telecommuting is NOT designed to be a replacement for appropriate childcare. Although an individual employee's schedule may be modified to accommodate childcare needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective telecommuters are encouraged to discuss expectations of telecommuting with family members prior to entering into a trial period.
11. Employees entering into a telecommuting agreement may be required to forfeit use of a personal office or workstation in favor of a shared arrangement to maximize organization office space needs.

12. The availability of telecommuting as a flexible work arrangement for employees of The City can be discontinued at any time at the discretion of the employer. Every effort will be made to provide 30 days' notice of such a change to accommodate commuting, childcare and other problems that may arise from such a change. There may be instances, however, where no notice is possible.

### **TELECOMMUTING OFFICE GUIDELINES**

Setting up a telecommuting office requires some advance planning to ensure you have an adequate workspace and the necessary equipment and supplies. Important considerations to keep in mind when planning the telecommuting workspace are:

- The work area must be quiet and free of distractions.
- Lighting must be adequate and without glare. (The employer will not pay for reconstruction of the employee's home to develop a home office.)
- Distracting noise should be kept to a minimum.
- Your desk must be adequate, designed to safely accommodate the equipment you must use (computer keyboard, etc.).
- Comfortable chair with adequate back support (employer will not provide furniture for employee's home office).
- Equipment--Computer, fax, modem, printer, etc., must be available for your exclusive use while telecommuting and must be compatible with the equipment you use in your office at work.
- Each employee must make arrangements with his or her supervisor regarding the use of City owned equipment in the employee's home, but in no event may the use of such equipment impede the company's access to such equipment, nor change the company's ownership of such equipment. The employee will be responsible for the costs of installation of necessary modem and communications software.
- Supplies--The employee is not responsible for purchasing supplies (paper, print cartridges, etc.) necessary for work performed at home. However, the employee must coordinate closely with the supervisor and office services administrator regarding the use of the company's supplies.

Be aware that the City is not responsible for insuring your equipment in your home. If you are using your own equipment and it breaks while performing work for the City, the City is **not** liable.

The City of Dahlongega Offices will be open from 8:00 a.m. until 5:00 p.m. Monday through Friday unless otherwise determined by the City Manager. Except for emergency situations, telecommuting work arrangements shall not result in the closing of any offices.

Telecommuting work arrangements shall not diminish the ability of the City to meet all operational requirements, service to the citizens, or the ability to assign responsibility and accountability to individual employees for the provision of services and performance of their duties.

No new positions are to be created as a result of telecommuting work arrangements. Telecommuting work arrangements shall not result in automatic overtime or compensatory time.

The City Manager will have the final authority in the applicability of Telecommuting Work Arrangements for each situation and shall have the right to terminate the program at any time.

**Par. 3.109 Changes in Personal Data** - We need to maintain up-to-date information about you so we would be able to aid you and/or your family in matters of personal emergency. Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given promptly to the Human Resources Administrator.

**Par. 3.200 Holidays** - The following are the official holidays that will be observed:

- a. New Year's Day (January 1)
- b. Martin Luther King Day (Third Monday in January)
- c. Memorial Day (Last Monday in May)
- d. Independence Day (July 4)
- e. Labor Day (First Monday in Sept.)
- f. Veterans Day (November 11 – Observed only if holiday falls on Monday through Friday)
- g. Thanksgiving Day and Friday following Thanksgiving
- h. Christmas Eve and Christmas Day (December 24 and 25)

Part time employees will receive pay for one half of a scheduled holiday. Temporary and part time employees must be employed for 30 days before receiving holiday pay. Regular employees will receive normal pay for holidays.

**Par 3.201 Observation of Holidays** - Employees may be required to work during the above holidays. Those employees who are required to work may receive the equivalent consecutive days off at another time as determined by the employee and the appointing authority. If days off cannot be scheduled, employees who are required to work on a scheduled holiday will be paid at one and one-half times the regular rate for all time worked plus pay for the holiday. This policy applies to both hourly and salaried employees. A person must work either the day before or the day after a holiday in order to be paid for the holiday. If a holiday falls on Saturday, it will generally be observed on the preceding Friday. If the holiday falls on a Sunday, it will generally be observed on the following Monday.

**Par. 3.300 Inclement Weather** - The following policies shall apply for paying employees during inclement weather resulting in the closing of City Hall:



**Par. 3.301**    Public Works, Water Distribution, Water Treatment, Waste Treatment – (hourly employees) Public works, water distribution, water treatment, and waste treatment employees are required to check in with their supervisor as soon as it is determined they will not report to work. The supervisor must be notified at least one-half hour prior to the time they are due to report to work. These employees have an obligation to report to work during emergencies and are expected to be on the job. If ice, snow, or other conditions prevent the employee from getting to work, the City may send a supervisor to bring the employee to the work site.

**Par. 3.302**    Public Works Employees – Public works employees will be paid for their regular 8 hours per day actually worked. Additionally, they will be paid time and one half for hours worked over the 40-hour week. Employees that do not report to work will be allowed to use PTO. Employees who work a partial day will be allowed to use PTO hours to complete the 8-hour workday.

**Par. 3.303**    Administration - Hourly employees will be paid for 8 hours only if the City Manager announces that City Hall will be officially closed due to inclement weather or other emergencies. A maximum of two days will be paid. Employees will be allowed to use PTO to compensate for any days missed in excess of two days.

**Par. 3.304**    Reserved.

**Par. 3.305**    Reporting for All Exempt Employees--Department Heads, Supervisors – All exempt employees must report to work unless otherwise directed by the City Manager. Exempt employees are expected to devote the time needed to complete the project or resolve the emergency. Management employees and the City manager will work together to provide time off for the employee for hours worked above and beyond the normal work week.

**Par. 3.3.06**    Essential Personnel – Emergency Preparedness

For purposes of preparedness and response to major weather events which occur in the Dahlenega area (severe storms, hurricanes, tornadoes, and snow), Essential Personnel includes the City Manager, City Engineer (Director of Public Works), Police Chief and associated mission critical non-exempt field or office employees. Essential Personnel, including both exempt and non-exempt employees, may be required to work after normal working hours and for extended continuous periods. They may also be required to temporarily shelter/eat/lodge overnight at City-owned properties, rather than traveling to/from their place of residence or working their typical shift. Accordingly, non-exempt employees required to work after normal working hours due to City emergencies, as determined by the City Manager and/or City Council, may be compensated for that time worked in excess of eight hours within a twenty-four-hour period at the normal overtime rate of one-and-a-half times their normal hourly rate, at the discretion of the City Manager and as required by federal and local laws.

**Par 3.400**    Prohibited Activities - Because public employees are in positions created for the public and funded by the public, the public has the right to expect that the

incumbents in the positions will not abuse the trust placed in them by the public. The employees of the City of Dahlonega are expected to observe and honor the laws of the State of Georgia, the ordinances of Dahlonega and Lumpkin County and federal laws. The following are some activities that are specifically prohibited:

**Par. 3.401 Political Activities** - Because the employees are protected from political patronage by these policies, the governing authority expects the employees to avoid public political activities. Neither their position nor City time should be used for political purposes, nor should the employee actively campaign for any candidate. The employees may express their political opinions privately, and the officers of the City encourage the employees to vote for the candidate of their choice.

**Par. 3.402 Gifts and Gratuities** - No employee should accept significant gifts or gratuities (in excess of \$100) from anyone who might expect to receive return favors from the City. Although gifts are often sent by vendors, suppliers, or customers of the City to employees as an expression of a friendly association, the acceptance of these gifts may establish in the mind of the vendor, supplier, or customer who sent the gift the need to continue such a practice in order to continue business with the City. This detracts from the City's emphasis on service to customers. It is difficult to justify this practice from the standpoint of ethical business conduct.

**Par. 3.403 Use of Intoxicants** - Employees should neither possess or consume any intoxicating drug such as alcohol during work hours or come to work in an intoxicated state.

**Par. 3.404 Conflict of Interest** - While employed by the City, it is your obligation to act at all times in the best interest of the City and not allow any personal activity to conflict with or interfere with your service to the City. As a result, the assumption of or engagement in any interest, relationship or activity by an employee tending to impair the independence of such person's judgment with respect to the best interest of the City constitutes a conflict of interest. Employees must report in writing all situations involving even a possible conflict for review by the City Clerk and thereby avoid any attempt to judge their own case. Opportunities to engage in any community work or to serve in any customer organization, including a savings and loan association, real estate firm, etc., or your doubts about outside business interests or activities should be discussed with the City Clerk or City Manager. The City expects its employees to exercise the utmost good faith in the performance of their duties. Keeping the City informed will enable you to receive proper recognition for individual efforts and will avoid any conflict with established City policies.

**Par. 3.405 Abuse and Misuse of Equipment and Supplies** - Employees are entrusted with the use of public equipment and supplies. The abuse or misuse of City equipment and supplies can lead to appropriate disciplinary actions.

**Par. 3.500 Employment of Relatives** - An otherwise qualified candidate is excluded from consideration for a vacancy or transfer if a potential conflict of interest involving a

relative would be created. For purposes of this Policy, a relative includes an individual who is related by blood, marriage, or adoption. Examples of relatives include a spouse, parent, child, sibling, aunt, uncle, niece, nephew, grandparent, grandchild, or corresponding in-law or stepfamily relation.

Candidates are ineligible for employment, promotion, or transfer to a job where an employee who is a relative would recommend or approve hiring, termination, performance appraisals, pay changes, disciplinary actions, or promotions for the candidate. No employee may directly or indirectly supervise a relative. Failure to disclose the name of a relative who is a City employee or applying for employment is grounds for discipline, including termination.

**Par. 3.600 Non-Fraternization** - The City prohibits dating or romantic relationships between a supervisor and a subordinate who reports either directly or indirectly to that supervisor. This prohibition applies to all employees regardless of their marital status. In the event a supervisor and subordinate desire to date or enter into a romantic relationship, the supervisor should immediately notify the City Clerk so that the City may take appropriate steps to avoid any adverse impact in the workplace. This may include the transfer, reassignment, or resignation of one (or both) of the employees involved. The City may, at its discretion, also require any participants in a consensual romantic and/or sexual relationship to execute a Consensual Relationship Agreement. The City will address these situations as confidentially and discreetly as possible. When a violation of this Policy is determined to have occurred, appropriate disciplinary action, up to and including discharge, will be taken.

**Par. 3.700 Solicitation/Distribution** - Solicitation by an employee of another employee, including but not limited to, solicitation for contributions, sale of merchandise, or memberships in clubs or organizations, circulation of petitions, and all other forms of solicitation, is prohibited while either the person doing the soliciting or the one being solicited is on his or her working time. Solicitation by non-employees on City premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in the working areas of the City is prohibited at any time. Distribution of literature by non-employees on City premises is prohibited at all times.

**Par. 3.800 Job Reference Policy** - The City's reference policy is that employees are not to provide any reference regarding a current or former employee's employment with the City. Any request for a reference or employment history of any kind should be directed to the City Clerk. For your information, the City Clerk or his/her designee's response will be limited to providing dates of employment and job positions.

Upon written request with authorization from the former employee, the City will provide salary history. Again, this information will only be given by the City Clerk or his/her designee, and no employee is authorized to provide any information of any kind concerning a current or former employee.

## SECTION IV -- EMPLOYMENT PRACTICES

**Par. 4.100**    Objectives - The objectives of establishing the following employment practices are (1) to comply with the accepted merit principles of civil service systems listed in Section I, and to (2) enhance the employment conditions in the City with the belief that fair and equitable employment practices lead to greater job satisfaction and productivity.

**Par. 4.200**    Announcements – Job opening announcements will be posted in conspicuous public places and announced in appropriate public communications media.

**Par. 4.201**    Employment Applications - We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the applicant from further consideration for employment or, if the person has been hired, disciplinary action, up to and including termination of employment.

**Par. 4.300**    Security Clearance - In employment areas such as public safety and finance where the public has a compelling interest in the security of property and life, applicants for employment, promotion, and transfer will be asked to supply personal information that would not be needed in other employment areas.

**Par. 4.400**    Types of Appointments - The City recognizes two (2) types of appointments that apply to both original appointments and to promotions. They are non-competitive and competitive appointments.

**Par. 4.401**    Non-Competitive Appointments - It will be the City's policy to promote from within whenever possible. This type of appointment applies to temporary and part time employees.

**Par. 4.402**    Competitive Appointments - Competitive appointments are the normal practice of the City. When a vacancy occurs, a recruitment plan will be developed and implemented by the appointing authority. An applicant must be considered qualified for the job to be employed, and the best qualified applicant will be employed.

**Par. 4.500**    Probationary Period - The first six (6) months of employment in positions of original appointment, promotion, or transfer to a class that has different qualifications (knowledge, skill, or abilities) shall be a Probationary Period. During this period the employee has no right to expect continued employment in that position and employment can be terminated at any time. If an employee is promoted and is deemed to be unsatisfactory in the new job, he shall be given the opportunity to return to his old job if there is a vacancy.

**Par. 4.600**    [Job Mobility](#) - It is possible for employees to voluntarily move upward, downward, or laterally in the organization. It is also possible for the employee to be involuntarily moved in any of the three directions.

**Par. 4.601**    [Transfer](#) - If a position is open at an equivalent pay grade, an employee may request transfer to that position. If the knowledge, skill, and abilities required for that job are not the same as for the present job, the employee will be tested and interviewed for the new position and will be in a probationary period for the new job if transferred. The appointing authority may transfer an employee to any position, at any pay grade, if the employee is qualified to do the work and if their salary is not changed. A temporary transfer to a higher position may be made for up to ninety (90) days without giving a salary increase.

**Par. 4.602**    [Promotion](#) - It will be the policy of the City to promote from within when possible. Candidates for promotion will be tested and interviewed for the open position.

**Par. 4.700**    [Performance Reviews](#) - Your performance is important to the City. Your supervisor or higher-level manager will normally review your job progress within the City on a periodic basis during your employment.

Performance reviews are designed to provide a basis for better understanding between you and the City, with respect to your job performance, potential and development within the City. Please understand, however, that a positive performance review does not guarantee an increase in compensation, a promotion or continued employment as compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of the City.

**Par. 4.800**    [Separations](#) - An employee may voluntarily resign, abandon the job, be separated in a reduction-in-force, or be dismissed for disciplinary reasons as described in these Policies.

**Par. 4.802**    [Job Abandonment](#) - Employees who are absent from work for three (3) or more consecutive days without having received leave approval or without having called in to report the absence will be considered as having voluntarily abandoned their jobs. The separation will not be in good standing and may affect the receipt of accrued benefits.

**Par. 4.803**    [Reduction in Force](#) - A reduction-in-force may be necessary when a position or group of positions must be closed because of lack of work or funds. Employees who are separated in a reduction-in-force will be treated as if they were on leave of absence for one (1) year and will receive preference in rehiring should a position for which they are qualified open within that year.

## SECTION V- LEAVE

**Par. 5.100 Types of Leave** - The City recognizes several types of leave that are available to employees. They are paid time off (PTO), military leave, court leave, bereavement leave, Family Medical Leave Act of 1993 ("FMLA") leave and leaves of absence under Par. 5.700 and 5.800.

**Par. 5.101 Anniversary Date** - PTO shall be calculated from the day of original appointment and each anniversary thereof in accordance with the rates specified in Par. 5.202. Employees taking leaves-of-absence under Par. 5.700 or Par. 5.800 shall not accrue PTO while on such leave; therefore, the anniversary date of any such employee will be adjusted to reflect the amount of time the employee was on leave-of-absence.

**Par. 5.102 Annual Leave** - Annual leave is no longer recognized as a separate type of leave. Annual leave balances accumulated as of December 31, 2018, up to a maximum of 320 hours (40 days), are transferred in full to PTO accrued leave. All references in this policy to "annual leave" should be replaced with "PTO".

**Par. 5.200 PTO** – Except as otherwise provided herein, PTO is to be used for vacations, sickness, medical appointments, personal or family business, and other nonwork-related time off not covered by any other type of leave recognized by the City. PTO must be approved by the appointing authority or his designee. Employees performing key control or accounting functions must take PTO for a period of five consecutive days at least once each fiscal year.

**Par. 5.201 Eligibility** - All full-time regular employees shall accrue PTO as provided in

**Par. 5.202 Accrual Rate** - Eligible employees shall accrue PTO based on service years according to the below table.

Hired before January 1, 2019				Hired on or after January 1, 2019			
Service Years	Weekly PTO Accrual Rate	Annual PTO Accrual Hours	Annual Maximum PTO Hours	Service Years	Weekly PTO Accrual Rate	Annual PTO Accrual Hours	Annual Maximum PTO Hours
Less than 10	3.07 hours	160	200	Less than 1	1.15 hours	60	60
10 - 14	3.84 hours	200	250	1 - 4	2.30 hours	120	150
15+	4.61 hours	240	300	5 - 9	3.07 hours	160	200
--	--	--	--	10 - 14	3.84 hours	200	250



Hired before January 1, 2019				Hired on or after January 1, 2019			
--	--	--	--	15+	4.61 hours	240	300

**Par. 5.203 [Maximum Accumulation](#)** - PTO hours may exceed the above-stated "Annual Maximums" only as follows:

- a. (Applies only to employees employed by the City prior to January 1, 2019) PTO will be permitted to exceed the applicable Annual Maximum to the extent such excess results from annual leave balances transferred in accordance with Par. 5.102, Transferred annual leave balances are deemed accrued and will be paid out upon separation.
- b. PTO may continue to accumulate in excess of the applicable Annual Maximum from October through September of each fiscal year in order to provide scheduling flexibility around peak workload periods. PTO hours accumulated over the Annual Maximum in accordance with this sub-paragraph are not deemed accrued and will be forfeited if not used by the last day of the last pay period in September of each year. PTO balances will be reduced to the Annual Maximum after the last check processing in September of each year and, upon separation, employees will only be paid for unused PTO up to the annual maximum accrual amount.

**Par. 5.204 [Request for Leave When Prior Approval Not Feasible](#)** - Generally, all PTO must be requested and approved before the leave is taken. Where the circumstances necessitating PTO prevent the employee from requesting and obtaining prior approval, however, the employee shall report the PTO absence prior to his scheduled work time if possible, and if not, the employee shall see that the PTO absence is reported within one (1) hour after the scheduled time for the employee to begin work.

**Par. 5.300 [Sick Leave](#)** - Except as provided in Par. 5.303, sick leave is no longer recognized as a separate type of leave.

**Par 5.301 [Eligibility](#)** - Effective January 1, 2019, employees are no longer eligible for sick leave. Except as provided in Par. 5.303, employees must utilize PTO for illness, injury, for medical or dental procedures, examinations, or appointments, and for other medical-related necessities affecting the employee or a member of his immediate family.

**Par 5.302 [Accumulation Rate](#)** - Effective January 1, 2019, employees shall no longer accrue sick leave. (This replaces the former paragraph identified as paragraph 5.402).

**Par 5.303    Maximum Accumulation** - Sick leave balances accumulated as of December 31, 2018, shall NOT be transferred to PTO accrued leave; however, any employee with a pre-2019 sick leave balance will continue to be permitted to use such sick leave for bona fide illness and injury and other medical-related necessities affecting the employee or a member of his immediate family, such as medical or dental procedures, examinations, or appointments. Any employee with such pre-2019 sick leave balance must exhaust this balance before using PTO for illness or injury, and before accessing any disability benefits provided by the City.

**Par. 5.304    Reporting** – (Applies only to employees with pre-2019 sick leave balances) Any employee with a pre-2019 sick leave balance shall report any sick leave absence prior to his scheduled work time if possible, and if not, the employee shall see that his absence is reported within one (1) hour after the scheduled time for the employee to begin work.

**Par. 5.305    Approval for Sick Leave** - (Applies only to employees with pre-2019 sick leave balances) Sick leave taken by any employee with a pre-2019 sick leave balance requires the approval of the appointing authority or his designee.

**Par. 5.306    Physician's Certificate** - (Applies only to employees with pre-2019 sick leave balances) A medical statement signed by a licensed physician, dentist, or medical professional may be required to substantiate sick leave:

- a. For an absence of three (3) or more consecutive days.
- b. Requested during PTO.
- c. At any time when absence recurs frequently or habitually, provided the employee has been warned.

**Par. 5.307    Voluntary Leave Transfer Program -**

Description - Under the Voluntary Leave Transfer Program (VLTP), an employee with more than eighty-four (84) combined hours of leave may donate leave to another employee who has a personal or family medical emergency and who has exhausted his or her available paid leave, consistent with program requirements. A maximum of 180 hours may be donated to the employee. Employees wishing to donate leave to the designated employee may not donate less than four (4) hours or more than (40) and must maintain a minimum of eighty (80) hours of leave. Donated time will be accepted on a first-come-first-served basis until the maximum donation amount is reached. Other submitted donation forms will be returned to the potential donor with notification that the maximum donation amount has been reached.

#### Definitions

- a) Medical Emergency. A medical emergency is a medical condition of either the employee or the employee's family member (see below) that is likely to require the employee to be absent from duty for a prolonged period and to result in a



substantial loss of income because of the employee's lack of available paid leave.

- b) Note: The threshold for “a substantial loss of income” is absence (or expected absence) from duty without available paid leave for at least 24 work hours for a full-time employee.
- c) Family Member: The definition of family member includes spouse; parents; parents-in-law; children; brothers; sisters; grandparents; grandchildren; stepparents; stepchildren; foster parents; foster children; and guardianship relationships.
- d) Available Paid Leave includes an employee's accrued, PTO or sick leave. It does not include compensatory time.

#### Application to Become a Leave Recipient

An employee should apply through Human Resources to become a leave recipient. If the member is not capable of making written application, a personal representative may make the application on behalf of the employee.

Each application should include:

- The name, position title, and grade or pay level of the potential leave recipient.
- The reasons transferred leave is needed, including a brief description of the nature, severity, and anticipated duration of the medical emergency, and if it is a recurring one, the approximate frequency of the medical emergency affecting the potential leave recipient.
- Any additional information required by the City.

Note: When an employee requests a leave transfer for a family member, the City may require the employee to document his or her relationship with that family member.

#### Approval or Disapproval of Application to Become a Leave Recipient

Human Resources must determine that a full-time employee's absence from duty without available paid leave because of the medical emergency is (or is expected to be) at least 24 work hours, which may be consecutive or intermittent. This period of unpaid absence qualifies as a substantial loss of income for purposes of the medical emergency determination.

Human Resources (the deciding official) must review the employee's application and notify the employee of the approval or disapproval of the application within 10 calendar days (excluding Saturdays, Sundays, and legal public holidays) after the date the application is received. If disapproved, a reason for disapproval must be given.

### Use of Donated Leave

A leave recipient may use donated annual leave only for purposes related to the medical emergency for which the leave recipient was approved. A leave recipient must use any accrued leave (and sick leave, if applicable) before using transferred leave.

Leave transferred under the VLTP to a leave recipient may be —

Substituted retroactively for any period of leave without pay used because of the medical emergency.

Leave transferred under the VLTP to a leave recipient may not be —

- Transferred to another leave recipient except by election of the leave donor;
- Included in a lump-sum payment for leave.

### Limitations on Leave Donations

In any leave year, an employee may not donate less than four (4) hours or more than (40). Employees wishing to donate leave to a specific employee may not deplete their own leave account below 80 hours.

### Termination of the Medical Emergency

The medical emergency terminates:

- a) When the leave recipient's service is terminated;
- b) At the end of the biweekly pay period in which the leave recipient provides written notice that the medical emergency is over;
- c) At the end of the biweekly pay period in which the City determines, after written notice to the leave recipient and opportunity for response, that the medical emergency is over; or,
- d) At the end of the biweekly pay period in which the City receives notice that the leave recipient has been approved for disability retirement.

The City must monitor the status of the medical emergency to ensure that it continues to affect the leave recipient. When the medical emergency terminates, the City may not grant further requests for transfer of leave to the leave recipient.

### Termination of Payment of Donated Leave

Termination of donated leave payments will occur when either the maximum donated amount is paid out or the maximum donation amount of 180 hours is paid out.

**Par. 5.400 [Military Leave](#)** - Georgia law requires that paid leave be granted to members of the Reserve and National Guard under certain conditions and leave of absence is required under other conditions. These policies are in compliance with the law.

The City will comply with its obligations for those employees who serve in any branch of the United States uniformed military services, including providing any necessary time off, in accordance with federal, state, and local law. The Family and Medical Leave Act of 1993 ("FMLA") contains provisions regarding certain types of military leave. This is addressed in detail in the Family Leave Policy. If you believe you have been denied leave to which you are entitled, you may file a complaint pursuant to the City's Complaint Procedure.

**Par. 5.401 [Ordered Duty](#)** - In compliance with Georgia Code §38-2-279 any employee ordered to military duty shall be placed on military leave with pay for a period of time not exceeding a total of 15 days in any one calendar year and not exceeding 15 days in any one continuous period of absence, except as otherwise required by code section 38-2-279.

**Par 5.402 [Declared Emergency](#)** - According to Georgia Code §38-2-279 in the event the governor declares an emergency and orders an employee to state active duty as a member of the National Guard, the employee shall receive pay for a period not exceeding 30 days in any one calendar year and not exceeding 30 days in any one continuous period of active-duty service.

**Par. 5.403 [Leave-of-Absence](#)** - According to Georgia Code §38-2-279, any voluntary members of the Reserve or National Guard shall be entitled to absent himself and shall be deemed to have a leave-of-absence as an employee while in attendance at any service school conducted by the armed forces of the United States for a period up to six months during any four (4) year period. Leave-of-absence may be granted in cases of temporary disability and possibly other emergency situations. A leave-of-absence prevents a break in service, but no benefits such as leave or time toward retirement shall accrue during leave of-absence.

**Par. 5.404 [Reserved.](#)**

**Par. 5.500 [Family Medical Leave Act \(FMLA\) Leave](#)** - FMLA provides unpaid, job-protected leave to eligible employees for certain family and medical reasons, without loss of health insurance benefits. The existence of this Policy shall not alter or expand the statutory requirements of the FMLA, and application of this Policy is correspondingly limited to those who are protected based on the provisions of the FMLA.

The following information is provided to explain the employee's rights and obligations when requesting a family or medical leave:

Par. 5.501 Eligibility for FMLA Leave and Amount of Leave - To be eligible for leave under this Policy, an employee must have been employed for a total of twelve (12) months, must have worked at least 1,250 hours during the 12-month period preceding the commencement of the leave, and must work at a facility with 50 or more employees within a 75-mile radius of this worksite.

An eligible employee may take FMLA leave for up to 12 weeks of unpaid leave for one or more of the following reasons: (1) the birth of the employee's child; (2) placement of a child with the employee for adoption or foster care; (3) to care for the employee's child, spouse, or parent who has a serious health condition; (4) the employee's own serious health condition that makes the employee unable to perform the functions of his or her job, or (5) because of a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a member in the National Guard or Reserves who has been deployed to a foreign country under a call or order to active duty (or has been notified of an impending call or order to active duty) or is a member of the regular Armed Forces who has been deployed to a foreign country. An employee may take a total of 12 workweeks of unpaid leave for the reasons specified above during a rolling 12-month period measured backward from the date an employee uses any FMLA leave.

If you and your spouse are both employed by the City, the two of you together are entitled to a combined total of 12 weeks of FMLA leave for the birth, adoption, or placement of a child, or to care for a covered family member with a serious health condition. The right to FMLA leave for the birth, adoption, or placement of a child expires 12 months after the date of the birth, adoption, or placement.

An eligible employee may take up to twenty-six (26) weeks of unpaid, job protected leave in a single 12-month period (measured beginning on the date the leave begins) to care for a spouse, child, or parent who is a covered service member. The term "covered service member" means: (i) a service member (including in the Regular Armed Forces, the National Guard, and the Reserves) who has a serious injury or illness that was incurred or aggravated in the line of duty while on active duty for which he or she is undergoing treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, or (ii) a veteran undergoing medical treatment, recuperation, or therapy for a qualifying serious injury or illness that was incurred or aggravated in the line of duty while on active duty and who was a member of the Armed Forces (including in the National Guard or the Reserves) within five (5) years preceding the date the veteran undergoes that treatment, recuperation, or therapy.

FMLA leave to care for a seriously ill or injured service member runs concurrently with other leave entitlements provided under federal, state, and local law. Leave that qualifies as both leave to care for a covered service member and leave to care for a family member with a serious health condition during a single 12-month period may not be designated and counted as both types of leave. Such leave will be designated first as leave to care for a covered service member.

Unless otherwise required by law, no employee will be entitled to more than a combined total of 26 weeks of leave in a single 12-month period for any FMLA-qualifying reason.

The FMLA permits eligible employees to take leave intermittently or on a reduced-schedule leave when medically necessary for: the serious health condition of the employee's or the employee's family member or to care for a covered service member with a serious injury or illness. In the case of planned medical treatment, the employee must attempt to schedule the intermittent or reduced schedule leave so as not to unduly disrupt the City's operations. Intermittent leave is not available for the birth, adoption or placement of a child unless agreed to by the City Manager. The City Manager may transfer the employee temporarily to an alternative position with equal pay and benefits that better accommodates any recurring periods of intermittent leave.

If an employee is entitled to PTO or other paid leave under another benefit plan or policy (which includes, but is not limited to, short-term disability leave or unused sick leave under Par. 5.303), the employee must utilize the PTO or other paid leave concurrently with the FMLA leave. In such a case, the employee is required to satisfy any procedural requirements for utilizing the PTO or other paid leave as provided in these Policies.

**Par. 5.502 [Request for and Designation of FMLA Leave](#)** - To request FMLA leave, the employee must complete and sign a Request for Family and Medical Leave form and submit it to the City Clerk. When the need for FMLA leave is foreseeable, the employee must provide notice and submit the Request for Family and Medical Leave form at least thirty (30) calendar days in advance of the effective date of the leave. If 30 days' notice is not practicable (such as if the employee is uncertain as to when the leave will begin or in the case of a medical emergency), the employee must provide notice as soon as practicable. If the need for leave is not foreseeable or in the case of a qualifying exigency, the employee must give the City notice of the need for FMLA leave as soon as practicable under the particular circumstances.

An employee must provide notice sufficient for the City to determine that the leave is for an FMLA-qualifying event. In the case of unforeseeable leave, calling in "sick" without providing any additional information is not sufficient. When an employee seeks FMLA leave for a qualifying reason for which the City previously has granted FMLA-protected leave, the employee must specifically reference the qualifying reason for leave or the need for FMLA leave. If the employee fails to provide the City Clerk the reason for leave, leave may be denied.

When the City has sufficient information to determine whether the leave is for an FMLA-qualifying event, the employee will be notified within 5 days whether the leave will be designated and counted as FMLA leave, absent extenuating circumstances. At that time, employees will be provided written notice of their rights and responsibilities and the consequences for failure to meet these obligations.

When scheduling planned medical treatment, the employee must consult with the City Clerk in advance to ensure that the City's operations are not unduly disrupted by the employee's absence(s).

Employees should understand that, for any absences, whether covered by the FMLA or not, it is imperative to follow the City's usual and customary internal notice and procedural requirements for requesting leave, as outlined in the City's Employee Handbook. If an employee fails to comply with the City's internal notice and procedural requirements and no unusual circumstances justify such failure, FMLA-protected leave may be delayed or denied.

**Par. 5.503 Certification and Recertification of FMLA Leave** - The City requires that an employee provide a complete and sufficient certification of a serious health condition of the employee or the employee's family member, of a qualifying exigency, or of the need to care for a covered service member with a serious injury or illness. Certification forms are available from the City Clerk. The employee must submit the completed certification form to the City Clerk within 15 calendar days unless it is not practicable to do so under the particular circumstances. Failure to provide such certification may result in the delay or denial of FMLA leave.

If the City Clerk has reason to doubt the validity of a medical certification, the City, at its own expense, may require a second medical opinion from a physician it chooses. If the first and second opinions differ, the City, at its own expense, may require the opinion of a third health care provider that is approved jointly by the City and the employee. The third opinion will be considered final and binding.

Where the employee's need for leave due to the serious health condition of the employee or the employee's covered family member lasts beyond a single leave year, the City requires the employee to provide a new medical certification in each year the employee subsequently takes leave.

Where leave is taken for the serious health condition of the employee or the employee's covered family member, the City may require recertification of the leave every six (6) months, or on a more frequent basis in certain circumstances.

Employees returning from an approved FMLA leave due to their own serious health condition will be required to present a fitness-for-duty certification from their health care provider indicating that they are medically able to resume work. This certification specifically must address the employee's ability to perform the essential functions of his or her job. The City may delay returning the employee to work until this certification is received. Failure to provide this certification may subject the employee to termination.

In the case of intermittent FMLA leave for an employee's own serious health condition, employees are required to present a fitness-for-duty certification every 30 days if the City determines that reasonable safety concerns exist regarding the employee's ability to perform his or her duties because of the employee's serious health condition.

**Par. 5.504**    Employee Responsibilities While on FMLA Leave - During an approved FMLA leave, employees are entitled to the same health insurance they had before the leave began. Employees who pay some or all of their health insurance premium will be required to continue to pay the premiums in order to continue benefit coverage during the leave period. The employee is responsible for making arrangements to pay any premiums due during the leave period. Employees who do not return to work following FMLA leave will be liable for the payment of any health insurance premiums paid by the employer during unpaid FMLA leave, unless the failure to return to work was due to the continuation, recurrence, or onset of a serious health condition or for other circumstances beyond the employee's control.

Employees will be required to periodically advise the City of their status and intent to return to work at the conclusion of the FMLA leave. Employees also must provide notice to the City at least two (2) business days prior to their return to work. If an employee unequivocally indicates his or her intent not to return to work after taking FMLA leave, the employee is subject to termination.

While on leave, the employee may not be eligible for bonuses or other payments based on attendance or job-related performance goals, in the City's discretion, where the employee has not met that goal due to FMLA leave.

Outside employment during your leave period without City approval is prohibited and may result in disciplinary action, up to and including termination of employment.

**Par. 5.505**    Return from Leave - Employees returning from FMLA leave will be restored to the same or an equivalent job. The FMLA does not entitle a restored employee to any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken leave.

A request to substitute paid leave for unpaid FMLA leave or a request for any leave not covered by the FMLA may be subject to additional approval, certification, and reinstatement requirements. In addition, employees requesting to substitute paid leave for unpaid FMLA leave or requesting other approved leave will be required to complete all applicable forms.

**Par. 5.506**    Complaint Procedure - If you believe you have been denied any right under the FMLA, please utilize the City's Complaint Procedure.

**Par. 5.600**    Court Leave - An employee performing court duty as a subpoenaed witness or juror will be granted leave with pay.

**Par. 5.700**    Non-FMLA Leave - Employees who need time off from work for qualifying medical reasons, but who are not entitled to leave under the FMLA or other leave law (such as those who are not eligible or who already have exhausted their FMLA leave) may be granted Non-FMLA Medical Leave at the City's discretion.



Upon return from an approved Non-FMLA Medical Leave, the employee must provide a release from his or her health care provider authorizing him or her to return to work and listing any work restrictions. Upon receipt of the return-to-work authorization from the health care provider, the City will review any work restrictions and determine whether the employee's position or another position for which the employee is qualified is available, including whether a reasonable accommodation is appropriate and available. If no such position is available, the employment relationship will be terminated.

This Policy will be applied in conjunction with the Americans with Disabilities Act, the Family and Medical Leave Act, the applicable state worker's compensation law, or other applicable local, state, or federal law.

**Par. 5.800 Temporary Impairments** – An employee with a physical or mental impairment which precludes him or her from working may request a leave of absence once the employee has exhausted all available FMLA leave and accrued PTO (and any sick leave under Par. 3.03). A request for leave of absence may be granted within the discretion of the City Manager or his/her designee, depending on the anticipated duration of the absence, the need to fill the position, and any other relevant and appropriate factors. A doctor's statement will be required to determine the length of leave necessary. Eligible male and female employees are entitled to unpaid maternity leave in accordance with the City's FMLA Policy.

**Par. 5.900 Bereavement Leave** - Time off with pay will be provided for up to three (3) days for the death of one of the following immediate family members: mother, father, brother, sister, mother-in-law, father-in-law, children, children-in-law, grandchildren, or spouse. Additional time off for death of an immediate family may be taken without pay or PTO may be taken.

## SECTION VI- BENEFITS

**Par. 6.100 Group Health Insurance** - The City will provide insurance at a cost to be determined each budget year to regular employees and their families. Group health insurance is to be made available to covered regular employees after retirement or termination for a period of 18 months at the employee's cost. Group health insurance is to be made available to a covered employee who leaves because of disability for a period of 36 months at the employee's cost. Group health insurance is also to be made available to the covered dependents of a covered employee upon the death of the employee for a period of 36 months at their cost. Insurance will terminate at the option of the employer when the employee is covered by other group insurance. This Par. 6.100 shall not be construed as requiring the City to provide continuation coverage for employees and/or their dependents in excess of its obligations under federal COBRA.

- a. In accordance with the City's above-stated right to amend or modify this Group Health Insurance Policy, employees will pay pre-determined



percentages for health insurance costs (i) for single coverage at the Basic level and (ii) for family coverage at the Basic level. If a Premium Plan is selected, the employee will pay the additional cost.

- b. The City will not offer health insurance coverage for spouses of employees who have access to duplicate health insurance through their own employers.

**Par. 6.200 Life Insurance** - Each regular employee will be provided life insurance. Life insurance will be available to employees at an amount and cost to be determined each budget year.

Employees will become insured on the effective date of the plan provided they:

1. Are actively employed on a regular, full-time, permanent basis at the employer's place of business, and.
2. They are actively at work on that date, enrolled in the plan, and have satisfied an applicable probationary period, and;
3. Have satisfied any required evidence of insurability.

**Par. 6.201 Short-term Disability and Long-Term Disability** – the City pays 100% of the cost of these coverages for full-time employees.

**Par. 6.300 Education** - The City will pay the cost of approved courses that will increase the employee's job skills. Prior approval for such course work must be approved by the City Council. Classes scheduled during working hours must have prior approval from the City Manager and the City Council. Employees desiring to further their education for their own personal development must adhere to the following:

- a. A salaried employee's compensation may be reduced as a condition to the granting of the privilege at the discretion of the City council.
- b. Time off during working hours must have prior approval from the City Manager and City Council.

**Par. 6.400 Retirement** - The City will provide a retirement plan to regular employees.

## SECTION VII - MOTOR VEHICLES

**Par. 7.100 Vehicle Use** - All motor vehicles owned or leased by the City and driven by City employees shall be used only in connection with City business. When said vehicles are not in use in the City's business, vehicles shall be kept on City property unless temporarily located elsewhere for maintenance or repair.

- a. No employee may use a City vehicle for personal purposes, other than de minimis personal use; and no employee shall use a City vehicle for any personal errand.

**Par. 7.101 Exceptions** - An exception shall be made for the following City employees: City Manager, Public Work Director, Utility Line Distribution Supervisor, Wastewater Plant Supervisor, and Inspector.

- a. These employees will be provided a City-owned vehicle to be used in connection with City business; and for bona fide non-compensatory business reasons the City shall require said employees to commute to and from work in the vehicle and to be available as needed on a twenty-four hour per day basis.
- b. The employees mentioned shall not use a City vehicle for personal purposes other than commuting or de minimis personal use.
- c. The City shall account for the commuting use by including an appropriate amount in the employee's gross income.

**Par. 7.102 Use of City Vehicles Outside City Limits** - Anytime it is necessary for a City vehicle to leave the City limits of Dahlonaga, the employee must notify his supervisor and receive permission. The employee will advise the supervisor where he is going and the nature of his business. The employee will go to the approved destination, conduct his business, and return to the City by the closest and most direct route possible. It shall be the responsibility of the employee to contact his supervisor when he returns to the City and his normal duties.

**Par. 7.103 Safe Operation** – Operators of City vehicles are responsible for the safe operation and cleanliness of the vehicle. Accidents involving a City vehicle must be reported to your supervisor immediately. Employees are responsible for any moving violations and fines which may result when operating a City vehicle. The use of seat belts is mandatory for operators and passengers of City vehicles.

The intent of this policy is to provide a mechanism for management to provide for the safe and effective use of its vehicles and equipment and to help ensure the safety and productivity of its employees. Violation of this policy may result in discipline up to and including termination of employment.

## SECTION VIII - DISCIPLINE

**Par. 8.100 Progressive Discipline** - Progressive discipline is a process in which disciplinary action is taken in degrees of increasing severity. The City's government advocates progressive discipline when applicable. The action taken will depend on the degree and the circumstances of the violation. An employee who fails to adequately perform assigned duties or who violates established policies will be disciplined.

Par. 8.200 Causes of Action - The causes of disciplinary actions are:

- a. Chronic tardiness or absenteeism
- b. Negligence in performing assigned duties,
- c. Inefficiency in performing assigned duties,
- d. Inability or unfitness to perform assigned duties,
- e. Insubordination,
- f. Misconduct,
- g. Commission of a felony or a crime involving moral turpitude,
- h. Conduct reflecting discredit on the City or department,
- i. Failure to report to work without justifiable cause,
- j. Political activity that is prohibited by these policies,
- k. Failure to maintain a current Georgia driver's license required by law for the type of City vehicle driven by the employee. Note: The penalty may vary from reprimands up to termination of employment.
- l. Use of City-owned tools or equipment for personal use on private property.
- m. Failure by an employee to report a DUI charge within two working days.

The City will evaluate each issue on a case-by-case basis. This Policy is not intended to violate any state or federal laws or interpreted in a manner that unlawfully prohibits the right of employees to engage in protected concerted activity under the NLRA.

Par. 8.300 Types of Actions - Disciplinary actions fall into two (2) general categories, reprimands, and adverse actions.

Par. 8.400 Reprimands - A reprimand is a formal means of communicating to the employee a warning that a problem exists and that it must be corrected. There are two (2) degrees of formality, the oral reprimand, and the written reprimand.

Par. 8.401 Oral Reprimand - In an oral reprimand, the manager or department head will verbally and privately explain to the employee that he or she is being reprimanded and describe the problem and what must be done to correct the problem.

Par. 8.402 Written Reprimand - In the written reprimand, the employee will receive a written statement describing the problem and what must be done to correct it. The reprimand will also contain a statement describing the probable consequences of not correcting the problem. The written statement will be given to the employee during a private interview.

Par. 8.500 Adverse Action - An adverse action is an action taken by the appointing authority or his designee, for cause, that results in a disciplinary suspension without pay, disciplinary salary reduction, or dismissal.

**Par. 8.501    Suspension Without Pay** - An employee may be suspended without pay for a violation of accepted policies governing performance and conduct. The suspension without pay shall not exceed thirty (30) days.

**Par. 8.502    Disciplinary Salary Reduction** - An employee's salary may be reduced from one pay step to a lower step for disciplinary purposes. The salary reduction does not constitute a demotion in pay grade.

**Par. 8.503    Dismissal** - An employee may be dismissed for disciplinary reasons when all other alternatives have failed to solve the problem, or when it is necessary to remove the employee from the workplace immediately and/or permanently.

**Par. 8.600    Notification and Response** - Once it has been determined that an adverse action should be taken, the following notification and response procedure will be observed.

**Par. 8.601    Notice of Proposed Adverse Action** - The appointing authority or his designee will give the employee a written notification of the proposed adverse action. The notification will contain the following:

- a. The effective date of the action,
- b. The specific charges and reasons for the action,
- c. A statement outlining consequences.

**Par. 8.700    Emergency Action** - The appointing authority or his designee may take immediate action against an employee under emergency situations. The immediate action will be to suspend the employee with pay until an investigation can be conducted. Examples of emergency situations are when crimes of moral turpitude are committed, when an employee may be injurious to himself, fellow workers, or the general public, or when an employee may damage public property.

**Par. 8.800    Review of Adverse Action** - Each adverse action will be reviewed by the City Manager, Department Foreman, and the Chairman of the Personnel Committee.

## **SECTION IX- ALCOHOL AND CONTROLLED SUBSTANCES**

**Par. 9.100    Purpose** – The City seeks a drug-free workplace to protect working people and the public and to increase productivity. The use of alcohol or controlled substances by City employees while on the job constitutes a direct threat to property and the safety of others. The safety of citizens and other employees depends upon the ability of employees to think clearly with unimpaired faculties.

Employees will be notified, and are to sign statements acknowledging such notification, that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances (defined in schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. 812, and further defined in Regulation 21 CFR 1308.11-1308.15) is prohibited in the workplace.

As a condition of employment, employees will: abide by terms of this statement, and notify the City Manager of any criminal drug statute conviction no later than five (5) days after such conviction.

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious. In the case of applicants, a violation of the drug-free workplace policy may result in the offer of employment being withdrawn. The applicant will have the opportunity to provide further information concerning the test results and/or further explanation. The City will consider information provided and comply with all applicable federal and local rules. If an employee violates the policy, he or she may be terminated from employment. The procedures are further outlined below.

**Par. 9.101 Objectives** - It is the objective of the City to provide safe and effective public service. To meet this goal the problem of alcohol and controlled substance abuse must be identified, confronted, and defeated. The City will establish an Alcohol and Controlled Substance Testing Program.

**Par. 9.200 Policies** –

- a. The use or possession of alcohol or any controlled substance while on work time or work premises is prohibited.
- b. The sale, distribution, or provision of alcohol or any controlled substance while on work time or work premises is prohibited.
- c. Reporting to work, or working, while intoxicated or otherwise impaired by alcohol or controlled substance use is prohibited.
- d. Alcohol or controlled substance related off-duty conduct that tends to undermine the reputation, authority, or efficiency of the City is prohibited.
- e. All employees shall submit to alcohol and controlled substance testing:
  1. At a convenient time after hiring but before beginning work.
  2. At random intervals during the year while on duty.
  3. When, in the opinion of at least two supervisory personnel, there is a reasonable suspicion that any employee of the City has violated any provision of the Alcohol and Controlled Substance Policy. Refusal to submit to testing shall constitute insubordination and shall be a sufficient ground for termination.
  4. When an employee is involved in an accident which results in property damage or personal injury. If, due to injuries, the employee cannot submit to testing within the prescribed time, the employee will provide

- the City with necessary authorization required to obtain hospital reports and other documents that would indicate the presence or non-presence of any drugs and/or alcohol in the employee's system at the time of the accident.
5. Legally prescribed medications/drugs may be taken during working hours. Employees should notify their supervisors if the use of prescribed medications/drugs might affect their performance. Abuse of prescription medications/drugs will not be tolerated.

Par. 9.300 Procedures -

- a. If the results of a test confirm the presence of alcohol or any controlled substance in the system of the employee, it will be assumed that the employee is impaired. This impairment will result in the immediate termination of the employee. The employee may through his own effort attempt to rebut the assumption of impairment through additional testing. If such tests produce negative results, the assumption of impairment may be considered rebutted, depending upon such factors as the timing of the test and other circumstances surrounding the impairment. The employee will be reinstated upon successful rebuttal.
- b. At all times during an investigation of violations of the Alcohol and Controlled Substances Policy, the confidentiality of the case will be protected.

## SECTION X - SAFETY AND WELLNESS IN THE WORKPLACE

Par. 10.100 Philosophy - The City is extremely conscious of the Safety and Wellness of our employees and the citizens of our community. The City acknowledges that a valid safety and wellness program is an important function of our operational and administrative departmental employees.

The City acknowledges that a valid safety program is an important function of our operational and administrative systems. We also acknowledge that the function of a safety program pertains to all employees of our various departments.

The health and safety of all employees throughout the City is of primary importance and each department shall endeavor to maintain a safety conscious attitude throughout its operations.

In adherence to the policy, all employees are expected to accept the concept that the safe way to accomplish a task is the most efficient and the only way to perform it.

Safety performance is an important measurement of supervisory and employee performance and will be included in the evaluation of all employees.

**Par. 10.200 Health Services and Education** - Through a Wellness Grant, healthy living skills shall be taught as part of the regular instructional program and provide the opportunity for all employees to understand and practice concepts and skills related to health promotion and disease prevention.

- a. A representative from LGRMS and the City Wellness Coordinator conducts a Health Risk Assessment for all employees. Each employee is requested to fill out a health survey and will be presented later with a report that identified the risk areas for employees and suggestions for health and safety practices and improvements that could be made.
- b. Wellness Coordinator will conduct a lunch and learn on an annual basis. Employees will be served a healthy lunch to demonstrate how to eat healthy.
- c. A Wellness Fair will be conducted annually for all employees. Employees will receive various tests, including but not limited to, PSA, thyroid, cholesterol, and blood sugar. Also, weight assessment and other health related tests will be conducted.
- d. Flu shots will be available for all employees.
- e. LGRMS representative and the City Wellness Coordinator will conduct a 360 Health Program which delivers unprecedented value through a suite of programs, tools, and resources to discover all the services and benefits available.
- f. This program is not intended to violate any state or federal laws. Any employee that has questions or concerns about participating in such a program should notify the HR Department of such concerns. The City will handle each such inquiry or request on a case-by-case basis.

**Par. 10.300 Healthy and Safe Environment** - It is the policy of the City to create a healthy and safe environment for all employees in each department.

The City of Dahlonaga is conscious of the safety of our employees and the citizens of our community. As an employer, we aim to ensure the safest possible workplace for our employees.

It is our belief that most accidents are preventable. In accordance with this belief, we have allocated resources to administer an aggressive loss control program in our municipality. Each employee should assume responsibility for his/her own safety, as well as the safety of co-workers and the public.

Each Department Head is responsible and will be held accountable for the loss control performance within his or her department. Our safety coordinator (the City Clerk) has been appointed to coordinate our overall loss control program. Line functions are the responsibility of Department Heads and supervisors. It is expected that Department Heads will complement the effort of the safety



coordinator to reduce accidents and provide for the safety of the public. These loss control responsibilities are ongoing.

All employees are responsible for cooperating with and supporting our loss control program activities and objectives. All employees are expected to adopt the concept that the safe way to perform a task is the only acceptable way to perform the task.

Loss control is every employee's responsibility. Only with your help can we continue to maintain a safe environment for both our employees and the citizens we serve.

- a. City buildings and grounds, structures, vehicles, and equipment shall meet current health and safety standards, and be kept clean, safe and in good repair while considering budget limitations.
- b. Each department and work site shall be in compliance with Section IX -Alcohol and Controlled Substances of the City Personnel Policy.
- c. Safety procedures and appropriate training for management, supervisors and employees shall support personal safety and a violence and harassment free environment.
- d. For employee safety, every employee will wear appropriate attire and any protective clothing supplied in connection with his job during all times that he is subject to the risks for which it was provided.
- e. Each work site, shall create an environment where employees and citizens are respected, valued, and exemplify high expectations for personal behavior and accomplishments.
- f. In case of accident or injury employees will follow normal emergency procedures. As soon as reasonably possible, employees will report all accidents and injuries to the site administrator or designee.
- g. All non-office personnel shall be required to wear safety toed boots. Boots can be metal or composite toed but must comply with the seventy-five (75) foot-pounds standard. The boots must also be a minimum of six (6) inches in height. The City will reimburse employees up to \$150 per year to off-set the cost of this expense.

The health and safety of all employees throughout the City is of primary importance and each department shall endeavor to maintain a safety conscious attitude throughout its operations.

In adherence to the policy, all employees are expected to accept the concept that the safe way to accomplish a task is the most efficient and the only way to perform it.



Safety performance is an important measurement of supervisory and employee performance and will be included in the evaluation of all employees.

**Par. 10.301 Uniform Requirements** - It is essential during the performance of duty that the public be able to clearly identify employees as a representative of the City of Dahlonaga. Often our employees are required to issue verbal directives or enforce rules, regulations, or ordinances as set out by the council and it is imperative that we clearly identify as someone with the authority to enforce such regulations. It is the policy of the City of Dahlonaga that all personnel who are issued a City provided uniform or shirt identifying them as a City employee are required to wear that clothing item while on duty. Employees who are on call or are called back should wear their uniform, if possible. However, the City understands this may not be possible in all call back or on call circumstances given the emergency nature of some requests. Employees should not wear City issued uniform items when off duty.

**Par. 10.302 Employee Experiencing a Health Crisis** – When working with an employee who expresses that he or she might be having a health crisis, or an employee who exhibits physical distress the following steps should be followed:

- 1) If the employee is unconscious or appears unable to respond, call 911.
- 2) If the employee is conscious offer to call 911 or their emergency contact.
- 3) DO NOT physically restrain an employee from leaving.
- 4) DO NOT transport an employee in a City/department vehicle or in a personally owned vehicle.

**Par. 10.303 Inspection/Monitoring** - The City provides offices, desks, computers, and other City property to employees for their use while employed by the City. These items are the property of the City.

The City can make no assurances about the security or privacy of any office, desk, file cabinet, computer, or other City facility and discourages the storage of valuables, perishables, and other personal items in them.

Additionally, the City reserves the right to open and inspect any item of any kind on City property, including in an office, desk, computer and files, file cabinet, or City property and its contents, at any time with or without reason, notice or consent. All vehicles parked in secure parking areas that restrict the general public by way of a gate, security officer or station, or other similar means and all vehicles parked in temporary parking areas are subject to search at any time with or without reason.

Employees should understand that any conversations over the City's telephones and similar voice systems may be monitored or recorded for any reason as a part

of normal business operations. By using the City's telephones, employees expressly consent to such monitoring and recording for all lawful purposes and any use of the City's telephones and similar voice systems is done so with the knowledge and awareness of this Policy.

Similarly, employees should be aware that, in order to promote the safety of employees, patrons, visitors, occupants, as well as the security of its assets and properties, the City may conduct video surveillance of any portion of its premises at any time, the only exception being private areas of restrooms, showers, and dressing rooms, and that employment with the City constitutes an express awareness of and consent to such surveillance.

**Par. 10.400 Safety and Wellness Committee** - As part of our commitment to safety and wellness, the City established a Safety and Wellness Committee that meets quarterly.

- a. Members of this Committee consist of the Safety Coordinator, Wellness Coordinator, and representatives from each department. The Committee members are issued a Safety and Wellness Manual that contains training materials for the year.
- b. The Committee as a group will conduct a safety inspection of each facility and inform their Department Head/Supervisor of any concerns found during inspections and corrects any problems that might be found.
- c. The Committee members will conduct meetings in each department. The meetings will cover the materials supplied by the Georgia Municipal Association and information included in the Safety and Wellness Manuals.
- d. The Committee will have all employees sign an attendance sheet at each meeting.

**Par. 10.500 Safety and Wellness Personal Protection Equipment** - It is the policy of the City to provide personal protective equipment (PPE) to all employees as needed to ensure that they will be protected from injury in the performance of their duties to the maximum extent practicable.

- a. Each affected employee shall use appropriate eye or face protection when exposed to eye or face hazards from flying particles, molten metal, liquid chemicals, acids, chemical gases or vapors, or potentially injurious light radiation. Each affected employee shall use eye protection that provides side protection when there is a hazard from flying objects.
- b. Shin guards, chaps, etc., are required on special jobs and when using special equipment such as chain saws and where poisonous snakes may be present.

- c. All employees must use appropriate hand protection when exposure to hazards such as skin absorption of harmful substances; severe cuts or lacerations; severe abrasions; punctures; chemical burns; thermal burns; and harmful temperature extremes could occur.
- d. Gloves shall not be worn where there is a possibility of the glove being caught in power-driven machinery, drill presses, augers, etc.
- e. It will be the responsibility of all employees to properly employ personal protective devices, store and maintain the PPE that has been issued to him/her, and to report or return missing/defective PPE to his/her supervisor.
- f. Employees who are subject to impact noise must protect their hearing by use of earplugs. Each employee should keep his own protectors and never use those of his co-workers.

**Par. 10.501 Safety and Wellness Road Safety Equipment** - It is the policy of the City to warn or limit general public or vehicular access to a specific construction zone or work area.

- a. Strobe lights are to be placed on fleet vehicles in order for them to be more visible by other traffic. Strobe lights are to be used anytime vehicles are parked within right-of-way, escorting slow moving equipment, identifying hazards, etc....
- b. All construction zones must have traffic control such as cones, barrels, construction signs, sign stands, etc. that adheres to Chapter VI of the Manual on Uniform Traffic Control Devices (MUTCD).
- c. All employees must wear approved seat belts when driving or riding in a City vehicle or operating equipment outfitted with rollover protection.
- d. Employees are not to ride in the back of any truck. (Excludes sanitation workers on the back of rear-loading garbage trucks, only if employee is wearing safety harness.)
- e. It is permissible for up to three employees (including driver) to ride in the front seat of sedans, pick-ups and other trucks provided they are equipped with three seat belts.

**Par. 10.600 Reporting Injuries** - It is the goal of the City to accurately monitor and track all injuries and accidents.

- a. Immediately report injury to your supervisor.
- b. All injuries should be reported to the City Clerk as soon as possible. In no event shall this exceed one business day.
- c. Injuries that require the attention of physicians, but which are not acute emergencies, must be taken to a City worker compensation doctor.

- d. The nearest open facility, ambulance, or physician shall treat acute, severe emergency situations.
- e. After the employee is treated, the doctor will indicate whether or not further treatment or follow-up is needed. The doctor should complete a release form and the employee will return this form to his/her supervisor.

**Par. 10.700 City Vehicle/Rolling Equipment Accidents** - The following policy has been established for accidents involving City Vehicles/Rolling Equipment.

- a. Any driver of a City vehicle involved in an accident will notify the Lumpkin County Sheriff's Office or the proper agency to investigate the accident. The City Manager's office or the employees Department Head shall be immediately notified of the accident. This includes accidents in the City limits and outside the City limits.
- b. If damages or injury occur to non-City vehicle/property, the accident report will be handled as any other accident.
- c. The responding officer will send the accident report to the City Clerk, who will forward to the City Manager's Office.
- d. Alcohol/Drug test will be given to any employee involved in an accident while using a City Vehicle or Rolling Equipment.

**Par. 10.800 Workplace Violence** - The City is committed to providing its employees a safe environment for working and conducting business. In this regard, the City will not tolerate any threats, threatening behavior, acts of violence, or any related conduct which interferes with or disrupts the City's safe working environment. This prohibition applies to City employees, vendors, customers, and visitors, whether the conduct occurs on or off City property.

**Par. 10.801 Prohibited Conduct** - Threats, threatening behavior, acts of violence or related disruptive conduct includes conduct against persons or property that is sufficiently severe, offensive, or intimidating that it disturbs, interferes, or prevents normal work functions or activities. Specific examples of conduct that may be considered "threats, threatening behavior, acts of violence or related disruptive conduct" include, but are not limited to, the following:

- 1. Threatening to harm an individual or his/her family, friends, associates, or their property.
- 2. The intentional destruction or threat of destruction of property owned, operated, or controlled by the City.
- 3. Harassing or threatening individuals through any form of written or electronic communications.
- 4. Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the City.

5. Harassing surveillance of another City employee and making a credible threat with intent to place the other person in reasonable fear of his or her safety.
6. Unlawful possession of firearms, weapons, or any other dangerous devices on City property except as provided for by the Business Security and Employee Privacy Act.

**Par. 10.802 Complaint Procedure** - All employees are responsible for refraining from making threats, engaging in threatening behavior, acts of violence or related disruptive conduct and for seeking assistance to resolve personal issues that may lead to acts of violence in the workplace. If you feel that you have experienced or witnessed conduct that is prohibited under this Policy, you are to follow the City's Complaint Procedure.

**Par. 10.803 Weapons at the Workplace** - Except as specifically exempted below, City of Dahlonga employees are prohibited from possessing firearms and weapons on City property. Furthermore, on duty City employees are prohibited from possessing weapons while performing their duties in any location or situation in which the individual is acting in his/her capacity as an employee of the City. This policy shall apply to all City employees, regardless of full-time or part-time status. This policy also applies to individuals that may be assisting the City in a volunteer status.

Exceptions:

- a) Authorized law enforcement personnel and hired security personnel while performing their official duties.
- b) Pursuant to O.C.G.A. 16-11-135 employees may keep a weapon(s) in a locked motor vehicle or one which is in a locked container or in a locked firearms rack which is on a motor vehicle and such vehicle is parked in a city parking facility.
- c) Employees may possess licensed weapons for personal protection while traveling out of town on business purposes when allowed by law.

These restrictions and prohibitions shall apply to all employees unless an exemption applies regardless of any license or permit that an individual may have pertaining to said firearms and weapons including a concealed weapons permit. Prohibited weapons include, but are not limited to guns, long guns, firearms, knives, or swords with blades over four inches in length, explosives, or other such devices specifically designed and intended to cause harm to another person. An employee found to be harboring a firearm or other weapon or indicating to others he/she has a concealed deadly weapon or firearm on the job, should immediately be reported to a supervisor. Employees may be required to open their desks,

lockers, bags, etc. if a justifiable suspicion is brought forth that they may be harboring a firearm or deadly weapon.

Employees who violate this policy will be subject to disciplinary action up to and including employment termination.

**Par. 10.804 Serving Customers with Weapons** - While not required, employees are authorized to make alternative meeting arrangements when serving customers with firearms or weapons. When an employee is serving an individual carrying a firearm or other weapon and he/she feels personally uncomfortable doing so, such staff is authorized to contact their supervisor who, at their discretion, may make alternative arrangements to best serve the customer. Alternative arrangements may include setting up an appointment at a specific date, moving meeting locations, seeking assistance from others including obtaining the presence of law enforcement personnel during such meetings, and/or other similar arrangements. The purpose of alternative arrangements is to minimize employee discomfort and potential for disruption while providing quality customer service.

**Par. 10.900 Security** – The City is committed to providing a secure workplace and ensuring the protection of corporate assets and proprietary information. Security is an integral part of your job responsibilities. Be sensitive to information you generate or have access to, protect corporate assets such as inventory, records, and office supplies, secure your work area when left unattended, and report security related issues to your manager. If contacted by the media regarding any aspects of your employment, duties, or other activities at the City, please advise the media to direct any inquiries to the City Manager. You should immediately contact your supervisor or department head to advise him/her of any media inquiry.

**Par. 10.901 Key Control Policy** - Certain City employees, board members, state and federal organizations and civic groups and contractors may be provided key(s) to access certain City buildings, equipment, vehicles, and/or property to assist them in the performance of their jobs. The keys and key control system belong to the City of Dahlonaga, acting by and through its duly elected council. Building and/or property access may only be used for City business purposes. Anyone violating this policy is subject to disciplinary action. Disciplinary action may include, but not be limited to, monetary fines, written reprimands, and/or termination.

**Authority and Responsibility.** The Key Controller is an individual responsible for managing the key control system. The Key Controller is authorized to initiate, through the City Manager and Finance Director, procedures needed to implement this policy. The Key Controller is responsible for maintaining all keys and core records, providing forms, and contacting the appropriate locksmith to request keys or lock changes. Individuals having custody of City of Dahlonaga keys are



authorized to use them for City business purposes only. They are responsible for reporting lost or stolen keys immediately to the Key Controller and for returning keys to the Key Controller when no longer needed. Keys should never be given or loaned to another person. Keys that have been issued to an individual are that individual's responsibility and improper use can result in disciplinary action(s). Improper use of keys severely compromises the integrity and security of the key control system. No key, including City vehicle keys, should be duplicated without prior authorization from the Director or Department Head and/or Key Controller. No key, including City vehicle keys, should be mailed, or shipped.

**Key Requests.** All requests for keys should be made in writing, via email, to the Key Controller from a Director, Department Head, Manager, Agency Head, or City Manager. The request should state the individual to be assigned the key, and the areas or specific keys the individual should be assigned. The key code should be provided if known. The Key Controller will verify if he/she has the keys in inventory, or locksmith may be contacted to have the keys cut. The Key Controller will notify the Director or Department Head making the request when keys are available for pickup. When the keys are available, the individual being assigned the keys must meet with the Key Controller. A sign-out/sign-in sheet will be completed when keys are issued, and the individual must sign for the key(s).

**Lost or Stolen Keys.** Notification of any lost or stolen key must be made immediately to the Director or Department Head and Key Controller via a lost key affidavit form. Individuals reporting a lost or stolen key will be asked to complete an incident report detailing the date and time and circumstances of the incident. The Incident Report should be given to the Key Controller, with a copy provided to the City Manager. After the report is reviewed, Administration will determine whether locks must be re-keyed for security reasons. Administration will also determine if individual is responsible for cost of replacement key(s), cores, and re-keying.

**Returned Keys.** All keys issued to an individual are the property of the City of Dahlonga and must be returned when keys are no longer needed. Any individual terminating employment with the City must return all assigned keys to the Key Controller. If the Key Controller is not available or circumstances do not allow, keys must be returned to Director or Department Head before leaving City property. It is the responsibility of the Department Head to ensure keys are collected or that the employee meets with the Key Controller to turn in keys. Keys are the property of the City and each individual will be held responsible for the keys issued to them.

## SECTION XI – COMPUTER, EMAIL, INTERNET, PERSONAL DEVICES & SOCIAL MEDIA POLICIES

**Par. 11.100 Purpose and Application** - The City provides a variety of technology resources to its employees for purposes of its business operations and to help

employees perform their jobs. While these technology resources are often necessary and helpful tools, they also pose risks and must be used with common sense and good judgment. As such, the City has developed this policy to establish guidelines for the use of its technology resources. For purposes of this policy, the City uses the term “technology resources” to refer generally to all of its computing, network, and electronic resources, such as computers, software, networks, email systems, telephones and cellular phones, voicemail systems, fax machines, and Internet access.

**Par. 11.101 Business Use Only** - The use of the City’s technology resources is for City business and is to be used for authorized purposes only. These technology resources are established, maintained, and provided by the City for employees to use for the furtherance of the City’s business and not for personal use. However, the City acknowledges that some personal use of its technology resources is inevitable and may be necessary at times. Therefore, the City permits brief and occasional personal use of its technology resources, provided that such personal use is minimal, reasonable, adheres to the requirements in this policy, and does not interfere with the performance of one’s job duties. The City has sole discretion to determine what constitutes reasonable personal use and whether personal use is interfering with the performance of one’s job duties.

**Par. 11.102 Personal Mobile Devices at Work** - Employees may bring personal mobile devices to work, such as personal cell phones, smart phones, and tablets. However, these personal mobile devices may not be used to perform any City business or work-related activities and may not be used to access the City’s data or networks, unless authorized in advance and configured by the City’s IT Department. If authorization is given to use a personal mobile device for work purposes or to access the City’s data or networks, the employee must comply with this Technology Resources Policy when using the device. Employees also may not use the authorization to use a personal mobile device for work purposes or to access the City’s data or networks to work from home or otherwise work additional time not approved in advance by the City.

In addition, although employees are permitted to bring personal mobile devices to work, they are at all times expected to devote their entire time and attention to performing their job duties for the City without distraction by their personal mobile devices. Therefore, employees may not use personal mobile devices during work hours except for emergency reasons only. Employees may, however, use personal mobile devices during non-work hours, such as during an approved break or meal period, provided that such use is outside the view of any guests who may be the City’s offices and is not in violation of the City’s policies. In addition, employees must keep their personal mobile devices on “vibrate” or “silent” mode at all times while at work.

**Par. 11.103 Ownership and Access to Technology Resources** - All of the City’s technology resources, including all data and files stored on or transmitted using



the City's technology resources, are the property of the City. This means that the City owns all data and files stored on or transmitted using any of the City's technology resources, such as computers, network servers, or email servers. As such, the City retains the right to access, monitor, and inspect its technology resources, and any of the data and files stored and/or transmitted therein, at any time. This applies even with respect to data or information transmitted or received using any of the City's technology resources, such as its networks or Internet connection, even if such is done using an employee's personal device, such as a personal mobile phone, smartphone, or computer. This right applies both during an employee's employment with the City and after its termination for any reason, voluntary or involuntary.

Employees should not have an expectation of privacy in anything they create, store, send, or receive using the City's technology resources. In this regard, employees are specifically advised that passwords are designed to give employees access to all, or part of the City's technology resources; they are not designed to guarantee employee privacy or security in any data or file created, stored, sent, or received on any of the City's technology resources. Employees may not change passwords without prior express permission. Upon termination of employment, employees must return all passwords to the City.

Par. 11.104 Guidelines for Acceptable Use of Technology Resources - Employees are expected to access and use the City's technology resources in a professional manner and in compliance with this and all other City policies. Therefore, employees are prohibited from engaging in any unauthorized, prohibited, or inappropriate conduct using the City's technology resources including, but not limited to, the activities described below. This list is not intended to be an exhaustive description of all conduct that may be inappropriate or violate this policy, but is illustrative of the type of prohibited conduct for which employees may have their privileges of use and access to the City's technology resources revoked and be subjected to disciplinary action:

1. Accessing any technology resources, including networks, servers, drives, folders, or files, to which the employee has not been granted access or authorization or in a manner that exceeds such employee's access or authorization (this accessing any other person's computer, voicemail, files, or data without approval);
2. Making unauthorized copies of City files or other data;
3. Using any of the City's files or other data for an unauthorized purpose, even if the employee was otherwise authorized to access such files or data;
4. Revealing, publicizing, or otherwise disclosing any confidential information of the City without authorization;
5. Destroying, deleting, erasing, or concealing City files or other data, or otherwise making such files or data

- unavailable or inaccessible to the City or to other authorized users of the City's technology resources;
6. Violating any law, regulation, or order of the United States or any state, county, City, local government, or jurisdiction in any way;
  7. Violating the terms of any user agreement, license agreement, or other type of contractual agreement of any software program, application, website, or other product or service;
  8. Illegally downloading, copying, transmitting, viewing, or accessing any material protected under copyright law or make such material available to others;
  9. Engaging in any other unlawful or malicious activities;
  10. Intentionally propagating any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either the City's technology resources or those of any other individual or entity;
  11. Defeating or attempting to defeat security restrictions on any of the City's technology resources;
  12. Viewing or transmitting any material, or engaging in any conduct, that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, violative of the City's EEO Policy or other personnel policies, or that is otherwise unlawful or inappropriate. It is within the City's sole discretion to determine what constitutes inappropriate use or material under this policy. If you are unsure whether any use or material would be considered inappropriate, you should seek clarification from your manager before accessing or distributing such material. If you are in any doubt, do not access or distribute the material;
  13. Using abusive, profane, threatening, discriminatory, harassing, offensive, otherwise objectionable language in either public or private messages;
  14. Sending, receiving, downloading, uploading, or otherwise accessing or viewing any pornographic materials;
  15. Causing congestion, disruption, disablement, alteration, or impairment of the City's technology resources;
  16. Installing any software without authorization; and
  17. Using any of City technology resources for personal financial gain unrelated to one's employment with the City.

**Par. 11.105 Other City Policies** - All of the City's policies, including, but not limited to, its policies on Equal Employment Opportunity, social media, and non-solicitation, apply to the use of the City's technology resources. If any employee

feels that he or she has witnessed or been the subject of any conduct in violation of this policy, the employee should utilize the Complaint Procedure.

**Par. 11.106 Compliance with NLRA** – Employees should understand that nothing in this Policy, or any other City policy, should be interpreted in a manner that unlawfully prohibits the right of employees to engage in protected concerted activity under the National Labor Relations Act (“NLRA”). The City respects the Section 7 rights of employees and has and always will comply fully with its obligations under the NLRA and the City emphasizes that this Policy does not intend to cover conduct engaged in by employees that is protected by the NLRA.

**Par. 11.107 Discipline** - Employees will be subject to discipline, up to and including termination from employment, for violating this policy. Therefore, before using any of the City’s technology resources, employees should consider whether their actions meet the expectations set forth herein. In doing so, employees should be mindful that electronically stored information can often be saved or retrieved even after an employee believes he or she has taken steps to “delete” it.

**Par. 11.200 Social Media Policy** - in general, the City views social networking websites (e.g., MySpace, Facebook, Twitter), personal websites, and blogs positively and respects the right of employees to use them as a medium of self-expression. However, the use of these types of websites can impact both the City and employees alike. Therefore, the City has created this Policy to establish its expectations for employee use of these types of websites.

**Par. 11.201 Applicability** - This Policy is meant to apply to social networking sites, personal websites, blogs, photo sharing sites, video sharing sites, podcasts, as well as bulletin boards and comments posted on other websites. For ease of reference, this Policy refers to all of these types of websites generically as “social media websites.” The absence of an explicit reference to a specific website is not meant to limit the application of this Policy. Where no policy or guideline exists, employees should use their professional judgment and take the most prudent action possible. You should consult with your manager or supervisor if you are uncertain about any of your activities on a social media website.

**Par. 11.202 No Interference with Job Duties** - The City’s Internet and computer resources are provided to employees to allow them to complete their job duties and should be used for business purposes only. As such, the City does not allow personal use of social media websites during work time.

**Par. 11.203 Use Outside of Work** - Employees may use social media websites during their personal time outside of work. Employees must be aware, however, that information they display on the Internet not only reflects on themselves but

could be associated with the City as well. Therefore, employees are expected to follow these guidelines when using any social media website:

- i. If an employee identifies himself as an employee of the City, the employee must place a disclaimer in his/her profile, post, or publication that clearly states that any and all opinions or views expressed are those of the employee and not the City.
- ii. Employees may not reference or display any information about any of the City's customers, business partners, or third parties inconsistent with the City's EEO Policy, or other provisions of this Policy.
- iii. Employees are expected to comply with the City's EEO Policy and other policies, as allowed by law, and refrain from making comments that are malicious, abusive, unlawful, slanderous or detrimental to the City, its employees, its customers, or third parties in violation of the City's EEO Policy, or other provisions of this Policy.
- iv. Confidential and proprietary information of the City is not to be discussed or referred to by employees on any social media website, even in private messages between site members who have authorized access to the information.
- v. Employees are responsible for reading, knowing, and complying with the Terms of Service of the social media websites they use.
- vi. Employees are expected at all times to comply with the law in regard to copyright, trademark, and plagiarism. Posting of someone else's work without permission is not allowed.
- vii. The City encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page or social networking site can be relayed and often misunderstood by the reader. Employees must use their best judgment and also comply with the City's policies.

**Par. 11.204 Application of Other City Policies** - All City policies apply with equal force to employee use of social media websites. In particular, employees are expected to follow the City's EEO Policy when participating in social media websites. The City considers behavior that is inappropriate in the workplace to be inappropriate on the Internet as well, including the City's EEO Policy concerning discrimination, harassment, and retaliation applies equally to the treatment of employees in the workplace or on the Internet.

**Par. 11.205 Disciplinary Action** - While the City respects the right of employees to use social media websites, it has established this Policy for the benefit and protection of the City and its employees. Any employee witnessing or who believes a violation of this Policy has occurred should utilize the City's Complaint Procedure. The City takes the expectations explained above very seriously. As

such, employees are advised that violating this Policy may result in disciplinary action, up to and including termination.

**Par. 11.206 Compliance with NLRA** - Employees should understand that nothing in this Policy, or any other City policy, should be interpreted in a manner that unlawfully prohibits the right of employees to engage in protected concerted activity under the NLRA. The City respects the Section 7 rights of employees and has and always will comply fully with its obligations under the NLRA and the City emphasizes that this Policy does not intend to cover conduct engaged in by employees that is protected by the NLRA.

**Par. 11.300 Mobile Telephones and Portable Communication Devices** - The City provides mobile telephones and other portable communications devices to some employees as a business tool. They are provided to assist employees in communicating with management and other employees, associates, and others with whom they may conduct business. Mobile telephone or portable communications device use is primarily intended for business-related purposes. However, occasional, brief personal use is permitted within a reasonable limit. Mobile telephone and portable communication device invoices may be regularly monitored by the City, and employees should not have any expectation of privacy in any information that may be contained in such invoices.

Employees may have access to a mobile telephone or portable communications device while in their vehicles and should remember that their primary responsibility is to drive safely and obey the rules of the road and the laws of the state in which they are driving. Employees are prohibited from using mobile telephones or other portable communications devices while driving and should safely pull off the road and come to a complete stop before dialing or talking on the telephone. No employee may engage in texting while driving. As a City employee, mobile telephone and portable communication device users are reminded that the regular business etiquette employed when speaking from office phones or in meetings applies to conversations conducted over a mobile telephone or other portable communications device.

**Par. 11.301 Cybersecurity** – The City of Dahlonega recognizes the importance of establishing a culture within the organization that raises awareness of cybersecurity basics and sets a path toward risk reduction. The City will offer training to employees regarding the dangers of cyber threats and attacks. The City will take steps, including retaining appropriate third parties, to protect the integrity of the City's infrastructure and to make sure the City's data is properly secured and restorable.

**Par. 12.100 Other City Policies** – The City maintains other Department rules, policies, and procedures that may be helpful to City of Dahlonega employees and may be used by Department Heads or Directors. All such department operating rules and regulations and subsequent amendments, not in conflict with the

Personnel Management System Policies, should be followed by employees to the extent they are applicable to that employees' job duties. These policies and procedures have not all been included in this handbook since they may not apply to every employee (ie. Travel and Purchasing policies). Employees must work with their individual department managers and supervisors to learn of and follow applicable policies. To the extent there are any questions as to the controlling policy, the employee should consult with his or her supervisor or HR to clarify any questions.



## DISCLAIMER AND ACKNOWLEDGMENT – PLEASE READ CAREFULLY

I have received a copy of the City's Personnel Management System Policies, and I accept responsibility for reading the City's Policies and becoming familiar with the contents. I understand that these Policies consist of general guidelines that may or may not be applied or followed in specific cases. This copy may not be the most current version. I acknowledge that a copy of the most current version of the City Policies are available from the Human Resources Administrator. The current version maintained by the City Clerk are the official City Policies.

### Purpose

The information contained in these Policies are designed as an advisory guide to assist the City and our managers and department heads with the effective management of personnel and is not meant to address every conceivable situation or issue that arises in the workplace. The provisions and guidelines contained in these Policies are not binding on the City and may be changed, interpreted, modified, revoked, suspended, terminated, or added to by the City, in whole or in part, at any time, at the City's sole option, and without prior notice to employees. These Policies are not intended to cover every situation which may arise or to create specific policy to be applied in every instance. Instead, these Policies are intended only to provide general guidelines concerning personnel decisions. Of course, if any employee is subject to a collective bargaining agreement, that agreement supersedes any provisions of these Policies that are in conflict. Also, these policies and any practice or policy of the City will be applied consistent with all applicable laws and regulations.

### Interpretation

Interpretation of the policies and procedures contained in these Policies are governed by, and is the responsibility of, the City Manager/City Council. Whenever clarification or assistance in interpretation is required, please contact the City Manager/City Council.

### Employment-At-Will

Nothing contained in these Policies are intended to create, comprise, or define, nor should it be construed to constitute, any type of oral or written employment contract, promise, or guarantee, express or implied, between the City and any one or all of its employees. Nothing in these Policies is intended to provide any assurance of continued employment. In the absence of a specific agreement to the contrary, authorized in

writing by the City Manager of the City, employment with and compensation from the City are for no definite period of time and may be terminated by the City or the employee at any time, for any reason, with or without cause, and with or without notice as outlined in the policies. Any written or oral statements or promises to the contrary are hereby expressly disavowed and should not be relied upon by prospective or existing employees.

I further understand that the City's policies and procedures, including those described in any publication, letter, poster, handout, or other communication, are subject to suspension, modification, or elimination at any time, without notice.

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Signature

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Date

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Print Name

***TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE***





## Ordinances and Resolutions

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**DATE:** March 11, 2022  
**TITLE:** Resolution 2022-02 FY2021 Fourth Quarter Budget Amendment  
**PRESENTED BY:** Allison Martin, Finance Director

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### **AGENDA ITEM DESCRIPTION:**

FY2021 Fourth Quarter Budget Amendment

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### **HISTORY/PAST ACTION:**

The FY2021 Budget was approved by Council on September 8, 2020, and previously amended for re-appropriations by Resolution 2021-05 on March 1, 2021, Resolution 2021-07 on June 7, 2021, and Resolution 2021-12 on September 7, 2021. City Council has made decisions during the fourth quarter of the fiscal year that requires adjustments to the budget. Also, a review of the financial activity indicates that budget adjustments are needed to more closely reflect expected results.

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### **FINANCIAL IMPACT:**

The financial changes are presented for each fund and described in Resolution Attachment A. We are still awaiting our financial statements as of Friday, March 11, and are unable to complete them at this time. We have answered the auditor's remaining questions regarding fixed assets and expect to receive our draft financials the week of March 14<sup>th</sup> which will allow this item to be completed and distributed prior to the next work session.

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### **RECOMMENDATION:**

It is recommended that Council approve the budget amendment as presented.

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### **SUGGESTED MOTIONS:**

I make a motion to approve Resolution 2022-02 FY2021 Fourth Quarter Budget Amendment

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### **ATTACHMENTS:**

Resolution 2022-02 FY2021 Fourth Quarter Budget Amendment

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**RESOLUTION 2022-02**  
**FISCAL YEAR 2021 FOURTH QUARTER BUDGET AMENDMENT**

**WHEREAS**, the City Council approved a budget for fiscal year 2021 for the City of Dahlonega on September 8, 2020, and

**WHEREAS**, the budget is a dynamic rather than static revenue and spending plan which requires adjustment from time to time as circumstances change; and

**WHEREAS**, through review of the financial activity and financial decisions of City Council for the current fiscal year, there are budget adjustments needed to more closely reflect expected results.

**NOW, THEREFORE BE IT RESOLVED** that the Mayor and City Council of the City of Dahlonega, Georgia hereby adopts the adjustments to the Fiscal Year 2021 Budget as presented on “Attachment A” attached hereto and made a part of the Resolution.

**ADOPTED** this 21th day of March, 2022.

**CITY OF DAHLONEGA, GEORGIA**

By: \_\_\_\_\_  
JoAnne Taylor, Mayor

Attest:

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

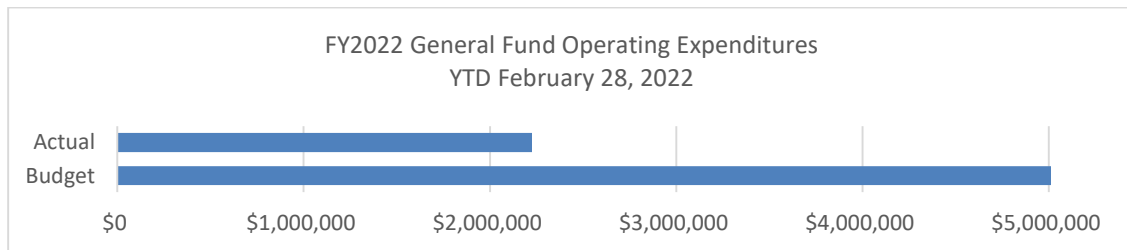
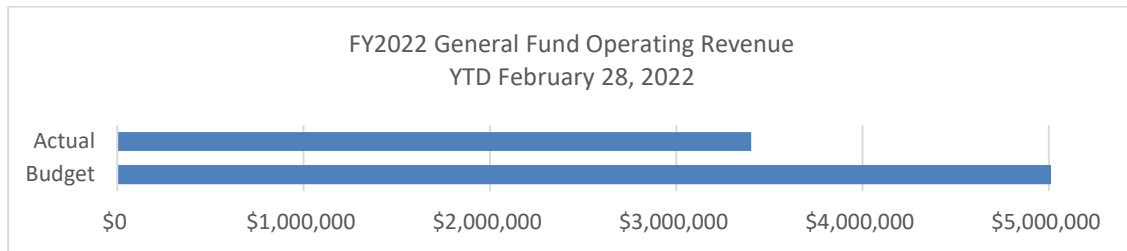


# CITY OF DAHLONEGA

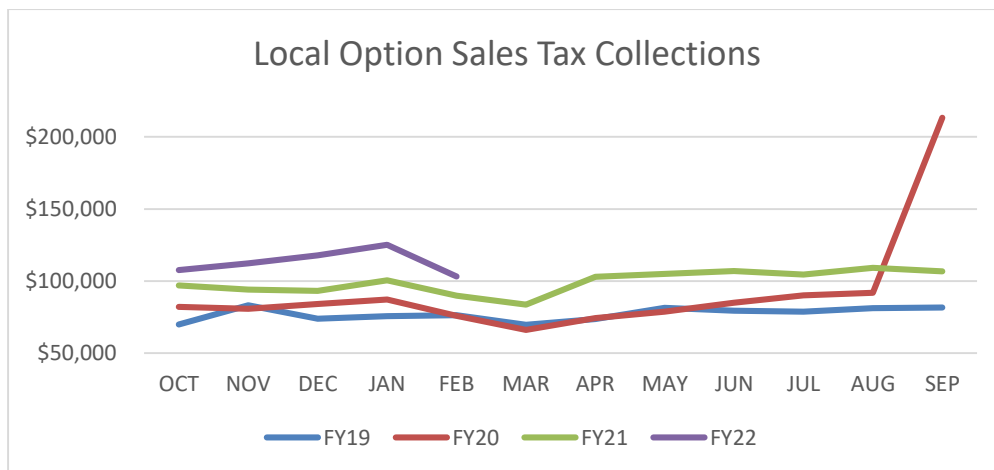
## MONTHLY FINANCIAL REPORTS

For the Five Months Ended February 28, 2022

### GENERAL FUND



- The annual property tax bills were levied and mailed by the Tax Commissioner on October 1<sup>st</sup> with a due date of December 1<sup>st</sup>. To date, 98.08% of 2021 taxes budgeted have been collected.
- Sales tax collections remain strong. The change in the State law related to taxation of internet sales has continued to have a positive impact on our collections.



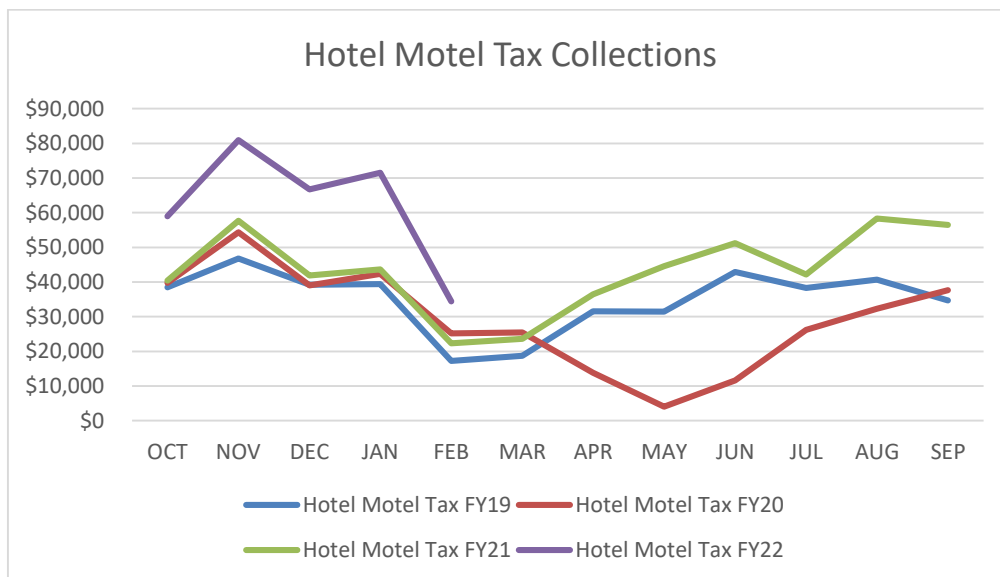
- The annual revenue for Insurance Premium Tax came in at \$436,601 this year, which is 3.3% greater than received last fiscal year.
- Alcoholic Beverage Tax and License revenue collected year-to-date slightly increased from the prior year.
- Permit revenue collected year-to-date is slightly above last year's collections.
- Department expenditures are in line with budget expectations.

### DOWNTOWN DEVELOPMENT AUTHORITY

- Operational results are on track with the budget.

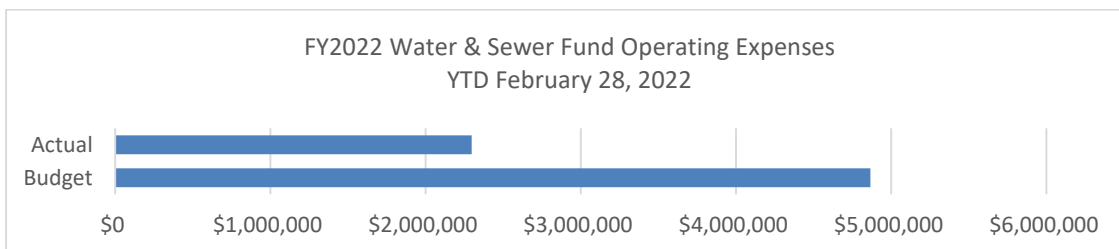
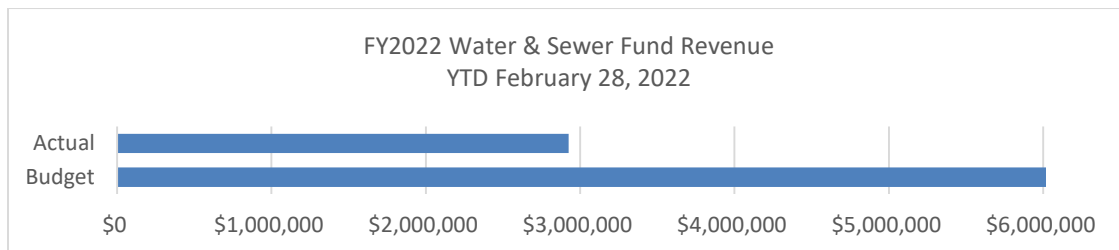
### HOTEL/MOTEL TAX FUND

- Tax revenue collections experienced a sharp decline in April 2020 with the onset of the Pandemic. Beginning in September 2020, collections have remained higher than in previous years. FY22 is 51.84% more than FY21 and is 72.52% higher than pre-pandemic collections. There are two factors for the increase above pre-pandemic levels. One is the change to the law regarding collection by third-party online booking agencies, the other is the new hotel.



### WATER AND SEWER FUND

- Water and sewer sales are trending along with budget projections. Revenue from water sales and sewer charges is 1.18% more than last year but continues to be less than pre-pandemic levels.
- All department expenses are in line with the budget.



### SOLID WASTE FUND

- Refuse Collection Charges are Revenues are 3% greater than the prior year.
- Expenses are meeting budget expectations.

### STORMWATER ENTERPRISE FUND

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

(Prepared for Council and Management by Allison Martin 03/28/2022)

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA  
 PERIOD ENDING 02/28/2022  
 % Fiscal Year Completed: 41.37

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	YTD BALANCE 02/28/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 100 - GENERAL FUND				
	GENERAL PROPERTY TAXES	1,783,192.00	1,587,850.88	89.05
	GENERAL SALES AND USE TAXES	1,116,060.00	566,474.31	50.76
	SELECTIVE SALES AND USE TAXES	225,600.00	93,839.19	41.60
	ALCOHOLIC BEVERAGES LICENSES	131,900.00	127,250.00	96.47
	BUSINESS TAXES	555,200.00	541,762.32	97.58
	PENALTIES AND INTEREST	5,200.00	676.49	13.01
	PERMITS AND FEES	73,100.00	32,455.40	44.40
	INTERGOVERNMENTAL REVENUE	28,646.00	7,769.30	27.12
	CHARGES FOR SERVICES	703,800.00	299,743.78	42.59
	FINES AND FORFEITURES	181,400.00	94,350.15	52.01
	INVESTMENT INCOME	2,800.00	883.86	31.57
	MISCELLANEOUS REVENUE	10,000.00	3,909.12	39.09
	OTHER FINANCING SOURCES	20,000.00	4,425.00	22.13
	OTHER CHARGES FOR SERVICES	15,500.00	14,865.69	95.91
	TRANSFERS IN FROM OTHER FUNDS	61,458.00	25,607.50	41.67
	APPROPRIATED FUND BALANCE	850,626.00	0.00	0.00
TOTAL REVENUES		5,764,482.00	3,401,862.99	58.26
	LEGISLATIVE	208,477.00	95,274.24	37.71
	EXECUTIVE	267,970.00	106,115.84	39.60
	ELECTIONS	10,940.00	1,339.93	6.25
	GENERAL ADMINISTRATION	1,000,569.00	447,115.67	44.63
	MUNICIPAL COURT	326,866.00	116,091.40	35.52
	CITY MARSHAL	586,445.00	143,346.48	23.64
	PUBLIC WORKS ADMINISTRATION	284,482.00	74,464.78	26.18
	STREETS	1,050,960.00	443,600.57	42.21
	MAINTENANCE AND SHOP	102,671.00	46,381.59	45.17
	CEMETERY	74,613.00	8,406.28	10.68
	PARKS	31,034.00	8,892.47	28.65
	COMMUNITY DEVELOPMENT	272,814.00	110,584.47	40.53
	NON-DEPARTMENTAL	50,000.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	1,496,641.00	623,600.45	41.67
TOTAL EXPENDITURES		5,764,482.00	2,225,214.17	38.07
Fund 100 - GENERAL FUND:				
	TOTAL REVENUES	5,764,482.00	3,401,862.99	58.26
	TOTAL EXPENDITURES	5,764,482.00	2,225,214.17	38.07
NET OF REVENUES & EXPENDITURES		0.00	1,176,648.82	21,673.40

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA  
 PERIOD ENDING 02/28/2022  
 % Fiscal Year Completed: 41.37

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	YTD BALANCE 02/28/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY				
	CHARGES FOR SERVICES	0.00	429.93	100.00
	INVESTMENT INCOME	0.00	141.94	100.00
	CONTRIBUTIONS AND DONATIONS	0.00	80.00	100.00
	MISCELLANEOUS REVENUE	0.00	205.00	100.00
	TRANSFERS IN FROM OTHER FUNDS	322,998.00	134,582.50	41.67
	TOTAL REVENUES	322,998.00	135,439.37	41.93
	DDA ADMINISTRATION	150,988.00	32,359.48	20.54
	TOURISM	105,485.00	22,634.06	21.46
	DOWNTOWN DEVELOPMENT	66,525.00	20,374.95	30.63
	TOTAL EXPENDITURES	322,998.00	75,368.49	22.87
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY:				
	TOTAL REVENUES	322,998.00	135,439.37	41.93
	TOTAL EXPENDITURES	322,998.00	75,368.49	22.87
	NET OF REVENUES & EXPENDITURES	0.00	60,070.88	911.89

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA  
 PERIOD ENDING 02/28/2022  
 % Fiscal Year Completed: 41.37

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	YTD BALANCE 02/28/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 275 - HOTEL/MOTEL TAX FUND				
	HOTEL/MOTEL TAXES	461,394.00	253,658.43	54.98
	INVESTMENT INCOME	0.00	51.36	100.00
	TOTAL REVENUES	461,394.00	253,709.79	54.99
PURCHASES/CONTRACTED SERVICES				
	TRANSFERS OUT TO OTHER FUNDS	268,404.00	109,867.00	40.93
		192,990.00	80,412.50	41.67
	TOTAL EXPENDITURES	461,394.00	190,279.50	41.24
Fund 275 - HOTEL/MOTEL TAX FUND:				
	TOTAL REVENUES	461,394.00	253,709.79	54.99
	TOTAL EXPENDITURES	461,394.00	190,279.50	41.24
	NET OF REVENUES & EXPENDITURES	0.00	63,430.29	100.00



REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA  
 PERIOD ENDING 02/28/2022  
 % Fiscal Year Completed: 41.37

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	YTD BALANCE 02/28/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 505 - WATER AND SEWER ENTERPRISE FUND				
	INTERGOVERNMENTAL REVENUE	0.00	2,468.57	100.00
	INVESTMENT INCOME	5,500.00	1,715.36	31.19
	MISCELLANEOUS REVENUE	5,000.00	1,041.40	20.83
	WATER CHARGES	3,041,894.00	1,282,991.44	42.18
	TAP FEES - WATER	100,000.00	104,254.00	104.25
	SEWER CHARGES	2,110,616.00	893,404.11	42.33
	TAP FEES - SEWER	100,000.00	77,675.00	77.68
	OTHER CHARGES FOR SERVICES	70,800.00	26,931.20	38.04
	TRANSFERS IN FROM OTHER FUNDS	1,280,982.00	533,742.50	41.67
	APPROPRIATED NET ASSETS	240,772.00	0.00	0.00
TOTAL REVENUES		6,955,564.00	2,924,223.58	41.14
	SEWER LIFT STATIONS	257,877.00	74,533.96	28.90
	SEWER TREATMENT PLANT	722,992.00	285,988.40	39.15
	DISTRIBUTION AND COLLECTION	1,090,820.00	344,676.53	30.88
	WATER SUPPLY	343,496.00	81,073.68	23.60
	WATER TREATMENT PLANT	2,261,599.00	704,673.84	30.86
	CAPITAL OUTLAYS	2,090,780.00	751,564.78	31.41
	INTERFUND CHARGES	128,000.00	53,333.35	41.67
	OTHER COSTS	60,000.00	0.00	0.00
TOTAL EXPENDITURES		6,955,564.00	2,295,844.54	31.40
Fund 505 - WATER AND SEWER ENTERPRISE FUND:				
TOTAL REVENUES		6,955,564.00	2,924,223.58	41.14
TOTAL EXPENDITURES		6,955,564.00	2,295,844.54	31.40
NET OF REVENUES & EXPENDITURES		0.00	628,379.04	308.96

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA  
 PERIOD ENDING 02/28/2022  
 % Fiscal Year Completed: 41.37

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	YTD BALANCE 02/28/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 540 - SOLID WASTE ENTERPRISE FUND				
	CHARGES FOR SERVICES	500.00	125.00	25.00
	INVESTMENT INCOME	500.00	152.63	30.53
	OTHER CHARGES FOR SERVICES	8,000.00	2,866.80	35.84
	REFUSE COLLECTION CHARGES	1,003,716.00	441,698.27	44.01
	TOTAL REVENUES	1,012,716.00	444,842.70	43.93
PERSONAL SERVICES AND EMPLOYEE BENEFITS				
	PURCHASES/CONTRACTED SERVICES	510,863.00	209,433.73	41.00
	SUPPLIES	279,358.00	91,943.67	32.91
	INTERFUND CHARGES	80,600.00	29,483.96	28.19
	OTHER COSTS	64,000.00	26,666.65	41.67
	DEBT SERVICE	43,909.00	0.00	0.00
	TOTAL EXPENDITURES	33,986.00	1,025.86	3.02
	TOTAL EXPENDITURES	1,012,716.00	358,553.87	34.59
Fund 540 - SOLID WASTE ENTERPRISE FUND:				
	TOTAL REVENUES	1,012,716.00	444,842.70	43.93
	TOTAL EXPENDITURES	1,012,716.00	358,553.87	34.59
	NET OF REVENUES & EXPENDITURES	0.00	86,288.83	359.91

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA  
 PERIOD ENDING 02/28/2022  
 % Fiscal Year Completed: 41.37

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	YTD BALANCE 02/28/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 560 - STORMWATER ENTERPRISE FUND				
	INVESTMENT INCOME	100.00	168.47	168.47
	OTHER CHARGES FOR SERVICES	1,000.00	738.19	73.82
	TRANSFERS IN FROM OTHER FUNDS	1,146,869.00	477,862.10	41.67
	STORMWATER UTILITY CHARGES	338,580.00	147,869.58	43.67
	TOTAL REVENUES	1,486,549.00	626,638.34	42.15
	PERSONAL SERVICES AND EMPLOYEE BENEFITS	76,154.00	35,067.37	46.05
	PURCHASES/CONTRACTED SERVICES	77,910.00	0.00	0.00
	SUPPLIES	32,000.00	0.00	0.00
	CAPITAL OUTLAYS	815,885.00	174,568.49	16.30
	INTERFUND CHARGES	484,600.00	201,916.65	41.67
	OTHER COSTS	0.00	3,000.00	100.00
	TOTAL EXPENDITURES	1,486,549.00	414,552.51	23.76
Fund 560 - STORMWATER ENTERPRISE FUND:				
	TOTAL REVENUES	1,486,549.00	626,638.34	42.15
	TOTAL EXPENDITURES	1,486,549.00	414,552.51	23.76
	NET OF REVENUES & EXPENDITURES	0.00	212,085.83	82.14
	TOTAL REVENUES - ALL FUNDS	16,003,703.00	7,786,716.77	47.97
	TOTAL EXPENDITURES - ALL FUNDS	16,003,703.00	5,559,813.08	33.24
	NET OF REVENUES & EXPENDITURES	0.00	2,226,903.69	447.56



# City Council Agenda Memo

---

**DATE:** March 11, 2022  
**TITLE:** Servline Leak Protection Program  
**PRESENTED BY:** Allison Martin, Finance Director

---

## **AGENDA ITEM DESCRIPTION:**

Servline Leak Protection Program for Utility Customers

---

## **HISTORY/PAST ACTION:**

When a customer receives an unusually high utility bill associated with a water leak, the city, as a courtesy, partially adjusts the bill for both water and sewer when a request for a leak adjustment is submitted. On average, the city makes 150 adjustments annually. The amount of the adjustment varies per account, but this results in not only lost revenue for the city but leaves the customer with dissatisfaction and in some cases a payment plan to cover their portion of the leak. Staff researched other water/sewer utility providers and is requesting the council considers offering, as an opt-out program, to our customers the ServLine Leak Protection Program. Not only will this program unburden our staff from the processes of administering the leak adjustment process, but it will help us recapture lost revenue and bad debt associated with customer water leaks. Customers that opt out of the program assume all liability associated with leaks and would receive no adjustment to their account for water that flows through the meter due to a leak on their side of the service.

---

## **FINANCIAL IMPACT:**

There is no adverse financial impact on the city with this program. The cost of the program is borne by our customers on an opt-out basis in an amount that averages about \$4 a month.

---

## **RECOMMENDATION:**

It is the recommendation of staff to approve entering into an agreement with ServLine as an opt-out program for our water/sewer utility customers.

---

## **SUGGESTED MOTIONS:**

I make a motion to approve the agreement with ServLine.

---

## **ATTACHMENTS:**

Staff has a phone conference with ServLine on March 15<sup>th</sup> and will post the proposed agreement and additional information after the call.

---



# City Council Agenda Memo

---

**DATE:** March 11, 2022  
**TITLE:** Request to increase the allocation of funds for pay adjustments for employees.  
**PRESENTED BY:** Bill Schmid, City Manager

---

## **AGENDA ITEM DESCRIPTION:**

Request to increase the allocation of funds above the FY2022 budget allocation for merit and cost of living adjustments for city employees.

---

## **HISTORY/PAST ACTION:**

The City of Dahlonega has not offered merit increases or provided a cost-of-living adjustment since the Whit Perrin Wright Consulting Salary and Compensation Study was implemented on October 12, 2020. While employee wages have remained steady, inflation in Georgia has increased 9.9% since October of 2020. When salary and compensation studies are enacted, it is important to provide merit and cost of living adjustments to keep wages competitive with the market and to prevent compression between the pay grades. Failure to provide salary increases in the form of merit or COLA to employees in the pay system negates the study and makes it more expensive the next time a study is conducted to bring salaries to a competitive level. Employee compensation, once approved by the council, is administered at the department level. Staff will continue to evaluate the market and make recommendations to the council, as warranted, during budget development and mid-year reviews.

---

## **FINANCIAL IMPACT:**

The FY2022 budget provided an allocation of 3% for a mid-year adjustment for merit and cost-of-living adjustments for employees to be administered at the department level. To provide a 7% allocation, the total cost is \$150,974.63 for all funds. Staff have analyzed the various funds and can cover the increase with revenue without adversely impacting reserves or operational outcomes.

---

## **RECOMMENDATION:**

It is recommended to increase the allocation by 4% to a total of 7% to cover merit and cost-of-living adjustments for city employees

---

## **SUGGESTED MOTIONS:**

I make a motion to increase the allocation of funds for merit and cost-of-living adjustments for city employees as presented by the City Manager from 3% to 7%.

---

## **ATTACHMENTS:**

n/a

---



# City Council Agenda Memo

---

**DATE:** March 23, 2022  
**TITLE:** Barlow Lift Station Rehabilitation Project  
**PRESENTED BY:** John Jarrard, Water/Wastewater Treatment Director

---

## **AGENDA ITEM DESCRIPTION:**

This capital project is for rehabilitation work on the Barlow Lift Station. It is the largest lift station in the city currently operates and is in dire need of rehab. Funding for the design and bidding of the project was completed under the 2021 Fiscal Year Budget and it is a project that was approved under the current year budget.

---

## **HISTORY/PAST ACTION:**

After bidding this project out, there was one bidder. The bidder was W.L. Griffin Company, LLC for \$872,897.92. Turnipseed Engineering has reviewed all the documents and recommends that we award the contract to them. Under a previous proposal from Turnipseed Engineering (dated January 4, 2021), the estimated cost for "Resident Project Inspection" is \$30,000 to oversee the construction of this project. That brings the total to approximately \$910,000.

---

## **FINANCIAL IMPACT:**

Our budget for this project was \$590,000. We are requesting that funds from the ARPA Investment Fund be used to cover the remaining balance of \$320,000. This will cover all the expenses of the project without borrowing money from an outside source.

---

## **RECOMMENDATION:**

We recommend that you approve W.L. Griffin Company as a contractor for this project for \$872,897.92 and continue our service agreement with Turnipseed Engineering for inspecting the construction work, not to exceed \$30,000.

---

## **SUGGESTED MOTIONS:**

I make a motion to approve W.L. Griffin Company, LLC as a contractor and approve the transfer of \$320,000 from the ARPA Investment Fund to this project.

---

## **ATTACHMENTS:**

Barlow LS Rehab Bid Approval Letter

Barlow Lift Station Signed Eng. Contract

---



ATLANTA  
AUGUSTA  
ST. SIMONS ISLAND

March 1, 2022

Mr. Buck McCallister  
Wastewater Treatment Supervisor  
City of Dahlonega  
465 Riley Road  
Dahlonega, Georgia 30533

Re: City of Dahlonega, Georgia  
Barlow Pump Station Rehabilitation  
Project No. 212417

Dear Mr. McCallister:

We have checked the bids received February 23, 2022, on subject project. Below is a tabulation of the bid received.

<i><b>Contractor</b></i>	<i><b>Total Amount Bid</b></i>	<i><b>Total Amount Bid w/ ALT-1</b></i>
W.L. Griffin Company, LLC Gillsville, Georgia	\$872,897.92	\$765,491.04

We have enclosed a certified copy of the bid tabulation for the sole bid received. As indicated, the sole bidder is W.L. Griffin Company, LLC of Gillsville, Georgia with a bid in the amount of \$872,897.92. Since the bidder appears to have adequate experience, technical ability and financial capability to complete the project, we recommend contract award be made to W.L. Griffin Company, LLC in the amount of \$872,897.92.

We have also enclosed a sample resolution the City should consider adopting to award the construction contract. If the contract is awarded, we will proceed with preparation of the contract documents for execution by both the Contractor and the City. If you have any questions concerning our recommendation, please call us.

Yours truly,

A handwritten signature in blue ink, appearing to read "Greg Ashworth", is written over a horizontal line.

Greg Ashworth, P.E.


GJA:ac

Enclosures

cc: Ms. Brittany Lee, Finance Technician (via email)  
Mr. John Jarrard, Water Superintendent (via email)

TURNIPSEED ENGINEERS  
 ATLANTA, GEORGIA  
 CERTIFIED BID TABULATION  
 CITY OF DAHLONEGA, GEORGIA  
 BARLOW PUMP STATION REHABILITATION  
 PROJECT NO. 212417  
 BIDS RECEIVED FEBRUARY 23, 2022

THIS IS TO CERTIFY THAT THIS  
 IS A CORRECT TABULATION

  
 \_\_\_\_\_  
 Greg Ashworth, P.E.

City of Dahlonega, Georgia  
 Barlow Pump Station Rehabilitation

W.L. Griffin Company, LLC  
 Gillsville, Georgia

For furnishing all materials and performing all labor necessary for rehabilitation of the Barlow Pump Station Rehabilitation as shown on the Drawings and as specified for the following prices and approximate quantities shown:

Item 1 For furnishing all material and equipment and performing all labor necessary for replacement of the Barlow Pump Station (excluding the cost of equipment listed in Item 2), removal of existing pumps, installation of new wetwell and valve vault, lining the wet well interior, pipe, fittings, electrical, mechanical, painting, fencing, grassing, gravel access drive, erosion control, and all other appurtenances, as shown on the Drawings and/or specified, the lump

\$432,984.96

Item 2 For furnishing and installing Major Mechanical Equipment

	<u>Equipment and Manufacturer</u>	<u>Price</u>	<u>Base Price</u>
a.	Submersible Pumps - Section 5		<u>\$354,087.66</u>
	Mfr. <u>Xylem</u>	<u>\$354,087.66</u>	
	Mfr. _____	_____	
b.	Generator - Sheet 7 of 9		<u>\$78,331.30</u>
	Mfr. <u>CAT</u>	<u>\$78,331.30</u>	
	Mfr. _____	_____	

Subtotal Items 1 through 2, inclusive, the amount of: \$865,403.92



**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
3.	5	CY	CLASS 'A' CONCRETE WORK	<u>\$500.00</u>	<u>\$2,500.00</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>
	b. 0.1	TON	Mechanical Joint	<u>\$13,500.00</u>	<u>\$1,350.00</u>
	c. 0.1	TON	Flanges	<u>\$14,500.00</u>	<u>\$1,450.00</u>
5.	12	CY	CRUSHED STONE STABILIZATION OR BEDDING (Including excavation and removal of unsuitable soil)	<u>\$74.50</u>	<u>\$894.00</u>

Subtotal, Items 3 through 5 inclusive, the amount of: \$7,494.00

**TOTAL AMOUNT BID, ITEMS 1 THROUGH 5, INCLUSIVE, THE  
AMOUNT OF:** \$872,897.92

**ALTERNATES**

Note: The Owner reserves the right to make contract award with any of the following alternates to the work. Each bidder must complete the unit price for each item below.

**ALT-1** In lieu of Item No. 1, to furnish all material and equipment and perform all labor necessary for constructing the alternate shown on sheet 3 of 10, including the work to replace pumps and electrical work, excluding equipment listed in Item No. 2, the lump sum amount of:

ALT-1 \$325,578.08



ATLANTA  
AUGUSTA  
ST. SIMONS ISLAND

January 4, 2021

Mr. John Jarrard  
Water / Wastewater Superintendent  
City of Dahlonega  
1929 Morrison Moore Parkway East  
Dahlonega, Georgia 30533

Via Electronic Mail: jarrardwater@windstream.net

Re: City of Dahlonega  
Barlow Lift Station Upgrade  
Proposal for Engineering Services

Dear Mr. Jarrard:

Our firm is pleased to provide a proposal to the City of Dahlonega for design engineering services to rehabilitate and upgrade the Barlow Lift Station. The scope of our proposal includes engineering services, assistance with the bid process and construction contract administration services as follows:

Design Engineering:

1. Evaluate design information, record documents, operational data and future flow projections for the existing lift station and perform a hydraulic analysis for the station and force main
2. Prepare a topographic survey of the lift station, and indicate existing utilities and relevant points of the force main to be used for design
3. Meet with City personnel to confirm recommendations and estimated project costs
4. Incorporate City input and prepare construction drawings, specifications and other bidding documents, including soil erosion and sediment control plans, electrical installations, SCADA, site work details and other appurtenances
5. Submit documents for review by the Georgia Environmental Protection Division and obtain applicable permits

6. Review manufacturer and supplier shop drawings and submittals for the project
7. Prepare record drawings for use by the City based on the contractor's as-built drawings

Construction Contract Administration:

1. Prepare documents for advertising and receiving bids for construction
2. Evaluate and certify bids and prepare recommendations for contract awards
3. Prepare contracts, including payment and performance bond forms and E-Verify affidavits
4. Conduct a preconstruction conference, prepare conference notes and issue notice to proceed
5. Verify results of soils, concrete and other testing required by the contract
6. Certify periodic pay requests, provide cost control and prepare change orders, if needed
7. Periodically review active construction and attend project progress meetings with the City and the contractor
8. Provide certification of project completion in conformance with the construction contract documents

Resident Project Inspection Services:

1. Observe construction and verify the contractor's work is in general conformance with the approved project design documents
2. Verify work and material quantities
3. Provide on-site coordination with the City and the contractor
4. Provide periodic inspection reports
5. Coordinate equipment testing, start-up and training
6. Conduct a final inspection and prepare punch-lists

Fees

We propose to provide the engineering and construction contract administration services outlined for a fee of 10.2% of actual construction costs. The total engineering services fee not to exceed \$56,100. Milestone billing will be based on preliminary construction cost estimates and reconciled after receipt of bids. Services will be billed upon completion of the following milestones:

- Preliminary construction drawings complete, review meeting with the City (30% of fee)
- Final construction drawings and specifications complete, review meeting with the City (30% of fee)
- Georgia Environmental Protection Division review of the plans and specifications (15% of fee)
- Bid opening, certified bid tabulation, and recommendation of award provided to the City for consideration (5% of fee)
- Preparation of contract documents for execution of the contractor and the City (5% of fee)
- Engineering assistance and construction administration services provided during construction, invoiced monthly based on percentage of completion. (15% of fee)

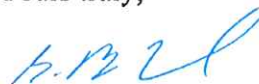
Resident Project Inspection services will be invoiced monthly based on an hourly rate of \$85. The estimated cost to provide Resident Project Inspection services is approximately 3% to 4% of construction costs.

We estimate the initial design work will take approximately eight to twelve (8 to 12) weeks to complete after the City authorizes us to proceed. Our proposal is valid for 60 days.

If this proposal is acceptable, please sign, date, and return one (1) copy to us for our files. A copy of our General Conditions of Agreement is enclosed and a part of this proposal.

We appreciate the opportunity to continue to work with the City of Dahlonega.

Yours truly,



G. Ben Turnipseed, P.E., *Chairman*  
Turnipseed Engineers

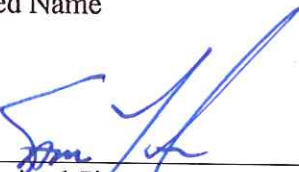
GBT:kb  
Enclosure

**AUTHORIZATION TO PROCEED  
ENGINEERING SERVICES – BARLOW LIFT STATION UPGRADE**

**CITY OF DAHLONEGA, GEORGIA**

Sam Norton  
Printed Name

Mayor  
Title

  
Authorized Signature

3/2/2021  
Date





Fees

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We appreciate the opportunity to continue to work with the City of Dahlonega.

Yours truly,



G. Ben Turnipseed, P.E.  
Turnipseed Engineers

GBT:kb  
Enclosure



## GENERAL CONDITIONS OF AGREEMENT

### 1. COORDINATION WITH THE OWNER:

The Engineer shall hold periodic conferences with the Owner, or his representatives, to the end that the Project, as it progresses shall have benefit of the Owner's experience and knowledge of existing needs and facilities, and be consistent with the Owner's current policies and construction standards. To implement this coordination, the Owner shall make available to the Engineers, for use in planning the Project, all existing plans, maps, field notes, statistics, computations and other data in his possession relative existing facilities and to the Project.

### 2. FEES

Unless otherwise specified, fees shall be paid the Engineer in accordance with monthly billings based upon work performed and expenses incurred during that month. Any payments not made within thirty (30) days on statements rendered shall be subject to charge for interest at a rate of one and one-half percent (1-1/2%) per month, beginning 30 days after date of the statement, and failure to make payments when due will entitle the Engineer to suspend services. The Engineer's final payment is due and payable upon completion of the Engineers services. The final payment to the Engineer shall not be withheld, due to refusal of the Contractor to perform a check list item, or because of disputes with the Contractor over liquidated damages, Contractor's performance, etc., since the Engineer cannot and does not serve as surety for the Contractor's performance.

### 3. OWNERSHIP OF DOCUMENTS AND RECORDS

It is understood that the Engineer is preparing documents for a specific installation, rather than standard documents for repetitive multiple use. Therefore, all documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the engineer as instruments of service. The Owner may obtain, upon payment of fees due the Engineer, reproducible copies of drawings, and copies of other documents, in consideration of which it is mutually agreed that the Owner will use them solely in connection with the project, and shall not authorize their use on other projects, except by written agreement with the Engineer. The Engineer shall retain all pertinent records relating to the services performed hereunder for a period of three years after completion thereof. The Owner shall have access to such records at all reasonable times during such period as may be required for audit of reimbursable items.

#### 4. MODIFICATIONS DURING DESIGN

The Engineer shall retain discretion as to whether changes made by the Owner or his representatives during the design phase shall constitute additional services. Minor modifications and dimensional adjustments are considered to be normal design development. Relocation of sites, relocation of structures, parking areas, and roadways may result in additional services if such changes result in loss of completed design work required.

#### 5. TERMINATION; SUSPENSION OF WORK:

The Owner may at its discretion, terminate the work or indefinitely suspend the work under this Agreement, by giving a seven-day written notice. In such event, the Owner shall assume all obligations, commitments, and claims that the Engineer may have theretofore in good faith undertaken or incurred in connection with the Project. The Engineer shall be equitable paid for services rendered prior to effective termination notice date and for reasonable termination expenses.

#### 6. PROFESSIONAL RESPONSIBILITIES

All services hereunder will be performed in accordance with sound and generally accepted principles by personnel experienced in the applicable technical fields.

The Engineer's scope of authority does not include the expenditure of the Owner's funds through changes, disbursement powers, or supervision of the Construction Contractor's men or his subcontractors. The Engineer shall not be responsible for construction methods, techniques, sequences or procedures, safety precautions and programs in connection with activities of the Construction Contractor. As to the warranty or guaranty of, or patent indemnity on, items or machinery, equipment or other products manufactured by others, or work of construction contractor's, subcontractors or manufacturers, the Engineer's responsibility with respect thereto is limited to the assignment by the Engineer to the Owner of the manufacturer's or construction contractor's warranty or guaranty and/or patent indemnity, and the Engineer agrees to cooperate with the Owner in the enforcement thereof. The Engineer shall use reasonable and acceptable methods in establishing basis for cost estimates, but cannot guarantee that the construction contractor's bid basis or costs will not vary above or below such estimates. The Engineer shall be included as additional insured, where construction is involved, on the Builder's Risk Policy and on the Contractor's General Liability Policy. In no event shall the liability of the Engineer for damages exceed \$50,000 or the total compensation received by the Engineer for services rendered hereunder, whichever is greater.



## 7. SUCCESSORS AND ASSIGNMENTS

The Owner and the Engineer each binds himself and his partners, successors, executors, administrators and assigns to the other party of the Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants, of the Agreement; except as above, neither the Owner nor the Engineer shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other, and they further agree that the Agreement represents the entire understanding of the Owner and the Engineer and cannot be changed, added to or modified in any way except by an instrument in writing signed by the Owner and by the Engineer. The Owner and Engineer agree to the full performance of the covenants contained herein.

## END OF GENERAL CONDITIONS OF AGREEMENT



# City Council Agenda Memo

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**DATE:** 4/4/2022  
**TITLE:** 2022-007 Storm Drain Repair - Mechanicsville Road  
**PRESENTED BY:** Vince Hunsinger, Capital Projects Manager

---

## **AGENDA ITEM DESCRIPTION:**

This item is to inform the Council of the upcoming bid for storm drain structure and pipe installation on Mechanicsville Road, in accordance with the City of Dahlonega plans dated 11/11/2021.

---

## **HISTORY/PAST ACTION:**

This is a new project budgeted for this year to address stormwater issues on Mechanicsville Road near Lumpkin County Head Start. The Bid Opening was 3/15/2022.

---

## **FINANCIAL IMPACT:**

The budgeted amount for this 2022 project is \$138,000. In order to provide for the payment of our lowest bid of \$141,612, engineering fees, and provide cost contingency, a transfer of \$25,000 from the Storm Water Projects TBD unassigned budget is requested.

---

## **RECOMMENDATION:**

The lowest bid of \$141,612 was submitted by Townley Construction. It is recommended for the Council to approve Townley Construction as the contractor for this project.

---

## **SUGGESTED MOTIONS:**

Motion to approve Townley Construction as the contractor for 2022-007 Storm Drain Repair – Mechanicsville Road. Motion to transfer funds from the Storm Water Projects TBD budget in the amount of \$25,000 for this project and this project contingency.

---

## **ATTACHMENTS:**

CITY OF DAHLONEGA  
 BID TABULATION  
 March 15<sup>th</sup>, 2022, 2:00 PM

MECHANICSVILLE STORM DRAIN  
 PROJECT #2022-007

Contractor	Attachments								Ins	Bond	Price
	A	B	C	D	E	F	G	H			
North GA Pipeline	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	215,920.00
Colditz Trucking Inc.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	224,545.00
Townley Construction	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	141,612.00
Grade Co	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	205,700.00

Opened By: CHRIS YORK

Attendees: Brian Lee \_\_\_\_\_

Vince Hunsinger \_\_\_\_\_

Melanie Jones \_\_\_\_\_

\_\_\_\_\_



# City Council Agenda Memo

---

**DATE:** April 4, 2022  
**TITLE:** 2022-009 Parking Lot Overlay for City Hall  
**PRESENTED BY:** Vince Hunsinger, Capital Projects Manager

---

## **AGENDA ITEM DESCRIPTION:**

This item is to Inform the Council of the lowest bid for asphalt leveling and resurfacing of parking lot around City Hall.

---

## **HISTORY/PAST ACTION:**

This project is based on the unfit conditions of City Hall Parking Lot. The Bid Opening was 3/29/2022.

---

## **FINANCIAL IMPACT:**

The budgeted amount for this 2022 project is \$45,000. We received two bids. The apparent low bid had to be disqualified due to an incomplete bid package. Therefore, lowest bidder was Colditz Trucking, Inc for \$53,350.00. This is \$8350 over budget which we are requesting that the additional funds be moved from the Facilities and Properties Budget to cover the difference.

---

## **RECOMMENDATION:**

Recommendation to approve Colditz Trucking, Inc as the contractor for the City Hall Parking Lot Overlay for \$53,350. Also, the amount of \$8350 be moved from the Facilities and Properties Budget to cover the difference.

---

## **SUGGESTED MOTIONS:**

Motion to approve Colditz Trucking, Inc as the contractor for the City Hall Parking Lot Overlay for \$53,350. Also, the amount of \$8350 be moved from the Facilities and Properties Budget to cover the difference.

---

## **ATTACHMENTS:**

---



# City Council Agenda Memo

---

**DATE:** March 9, 2022  
**TITLE:** Morrison Moore Pedestrian Bridge & Sidewalk Supplemental Agreement for Preliminary Engineering (PE) Amended  
**PRESENTED BY:** Mark Buchanan, City Engineer

---

## AGENDA ITEM DESCRIPTION:

Staff seeks approval for execution of the supplemental agreement attached.

---

## HISTORY/PAST ACTION:

In October 2019, the City entered into a Project Framework Agreement (PFA) (attached) with GDOT for the PE phase of the project referenced. The original agreement allowed for a \$375,000 project split at a ratio of 80/20, GDOT at \$300k vs. City at \$75k. During design development, the design team identified bridge modifications that could lower the future construction costs by as much as \$700,000. Modifying the design comes at an additional cost of \$40,000, bringing the total expected PE phase to \$415,000, with the addition being similarly split 80/20 or \$32k vs \$8k.

---

## FINANCIAL IMPACT:

With execution, the city's responsibility for PE will change from an estimated existing \$75,000 to \$83,000. GDOT's commitment is revised from \$300,000 to \$332,000.

---

## RECOMMENDATION:

Approve execution of Supplemental Agreement attached.

---

## SUGGESTED MOTIONS:

"...motion to approve execution of Supplemental Agreement 1, as attached for PI 0016629."

---

## ATTACHMENTS:

Supplemental Agreement 1

Project Framework Agreement of 2019

---

**SUPPLEMENTAL AGREEMENT NO. 1**

**To the PROJECT FRAMEWORK  
AGREEMENT**

**By And Between  
GEORGIA DEPARTMENT OF  
TRANSPORTATION  
And  
CITY OF DAHLONEGA**

Now, THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each to the other:

1. The ORIGINAL AGREEMENT, shall be modified as follows: Exhibit A shall be deleted in its entirety and replaced with Exhibit A, Project Financial Report within this document dated March 8, 2022.

2. All terms and conditions of the ORIGINAL AGREEMENT, shall remain in full force and effect, except as modified, changed, or amended by this Supplemental Agreement Number 1.

3. The WHEREAS Clauses and Exhibits hereto are a part of this Supplemental Agreement and are incorporated herein by reference.

4. The Supplemental Agreement constitutes the full, complete, and entire Supplemental Agreement between the Parties with respect hereto; no member, officer, employee, or agent of either Party has authority to make, or has made, any statement, agreement, representation, or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Supplemental Agreement.

Please indicate which Catalog of Domestic Federal Assistance Number (CFDA) applies to this agreement (Check only one):

- ☒ CFDA # 20.205 -  
Highway Planning and  
Construction Cluster  
☐ CFDA # 20.219 -  
Recreational Trails  
Program

This Agreement, made and entered into this, \_\_\_\_\_ by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the CITY OF DAHLONEGA, GEORGIA, hereinafter called the "SPONSOR."

WHEREAS the DEPARTMENT and the SPONSOR heretofore entered into a Project Framework Agreement dated, October 30, 2019 hereinafter called the "ORIGINAL AGREEMENT", for the purpose of having the SPONSOR reimbursed federal funds for PI # 0016629, (SR 9/SR 60 from SR 60BU to CR 189/Wimpy Mill Road) such work hereinafter called the "PROJECT", and

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF  
TRANSPORTATION

CITY OF DAHLONEGA

BY: \_\_\_\_\_  
Commissioner

BY: \_\_\_\_\_  
JoAnne Taylor  
Mayor

ATTEST:

Signed, sealed, and delivered this \_\_\_\_\_  
in the presence of:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Mary Csukas, Clerk  
Witness

\_\_\_\_\_  
Brittany Lee, Purchasing Agent  
Notary Public

This Agreement approved by City of Dahlonega,  
the \_\_\_\_\_.

Attest

\_\_\_\_\_  
Allison Martin, Finance Director

\_\_\_\_\_  
58-6000555  
Federal Employer Identification Number:

## Exhibit A

**Georgia Department of Transportation**  
**Project Financial Report (PFR)**

Processed Date: Mar-08-2022 12:36:30 PM

**Project:** 0016629

<b>Description:</b>	SR 9/SR 60 FROM SR 60BU TO CR 189/WIMPY MILL ROAD
<b>Project Manager Name:</b>	Basolo, Felecia
<b>Office:</b>	Program Delivery
<b>Counties:</b>	Lumpkin
<b>Congressional Districts:</b>	009

### Engineer Estimates

Activity	Original	Current	Change	% Change	Original Cost Est Date	Current Cost Est Date
No Engineered Estimates Data Available						

### Programmed Funds

Activity	Fund Code	Activity Status	Federal Funding	AC Funding	State Funding	Local Funding	Total Funding
PE	Z302	AUTHORIZED	(\$332,000.00)	\$ .00	\$ .00	(\$83,000.00)	(\$415,000.00)
		<b>PE Subtotal:</b>	<b>(\$332,000.00)</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>(\$83,000.00)</b>	<b>(\$415,000.00)</b>
		<b>TOTALS:</b>	<b>(\$332,000.00)</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>(\$83,000.00)</b>	<b>(\$415,000.00)</b>

### Project Accounting

	CONTINGENCY	CONTRACT				INHOUSE / OVERHEAD / GENERAL FUNDS**			
Activity	Amount	Allotted	Unearned	Earned	Allotment Balance	Allotted	Unearned	Earned	Allotment Balance
PE	\$ .00	\$300,000.00	\$183,515.06	\$116,484.94	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
<b>TOTALS:</b>	<b>\$ .00</b>	<b>\$300,000.00</b>	<b>\$183,515.06</b>	<b>\$116,484.94</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>\$ .00</b>

### Project Accounting Summary

Activity	Allotted	Unearned	Earned	Allotment Balance	%Earned	Last Activity Date
PE	\$300,000.00	\$183,515.06	\$116,484.94	\$ .00	38.83%	Jan-27-2022
<b>TOTALS:</b>	<b>\$300,000.00</b>	<b>\$183,515.06</b>	<b>\$116,484.94</b>	<b>\$ .00</b>	<b>38.83%</b>	



## ATTACHMENT A

### **Original Contract Amount**

Maximum Federal Participation:	\$300,000.00
Local Participation:	\$75,000.00
Original Total Agreement Amount:	\$375,000.00

### **Supplemental Agreement No. 1 Amount**

Federal Supplemental Amount:	\$32,000.00
Local Participation/Match:	\$8,000.00
Total Supplemental Amount:	\$40,000.00

### **Composite Amount** **(Original Contract Plus Supplemental Agreement No. 1)**

Revised Total Federal Amount:	\$332,000.00
Local Participation/Match:	\$83,000.00
Revised Total Agreement Amount:	\$415,000.00

**PROJECT FRAMEWORK  
AGREEMENT  
BY AND BETWEEN  
GEORGIA DEPARTMENT OF  
TRANSPORTATION  
AND  
CITY OF DAHLONEGA  
FOR  
TRANSPORTATION FACILITY  
IMPROVEMENTS**

Please indicate which Catalog of Domestic Federal Assistance Number (CFDA) applies to this agreement (Check only one):

- ☒ **CFDA # 20.205 -  
Highway Planning and  
Construction Cluster**
- ☐ **CFDA # 20.219 -  
Recreational Trails  
Program**

This Project Framework Agreement for Transportation Facility Improvements is made and entered into this 30 day of October 2019, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the CITY OF DAHLONEGA, acting by and through its Mayor and City Council, hereinafter called the "LOCAL GOVERNMENT".

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility described in Exhibit "A", attached and incorporated herein by reference, identified as PI

0016629 and hereinafter referred to as the "PROJECT"; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to participate in certain activities, as applicable, including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The LOCAL GOVERNMENT has applied for and received "Qualification Certification" to administer federal-aid projects. The GDOT Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the LAP certification for the LOCAL GOVERNMENT to develop federal project(s) within the scope of its certification and pursuant to and in accordance with the DEPARTMENT'S current versions of Local Administered Project Manual, the DEPARTMENT's Plan Development Process (hereinafter referred to as "PDP"), Electronic Data Guidelines, Plan Presentation

Guide, and any other applicable DEPARTMENT guidance (except in those instances where the DEPARTMENT has by written correspondence waived the requirement to follow specific guidance).

2. The DEPARTMENT shall participate in the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, herein referred to as "PE", as specified in Exhibit "A". The LOCAL GOVERNMENT shall contribute to the PROJECT by funding those project costs as set out in Exhibit "A".

3. The funding portion as identified in Exhibit "A" of this Agreement only applies to the PE. Further, the LOCAL GOVERNMENT shall be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities, or cancellation of the PROJECT by the LOCAL GOVERNMENT without concurrence by the Federal Highway Administration (FHWA).

4. RESERVED.

5. The LOCAL GOVERNMENT shall accomplish the PE activities for the PROJECT. The PE activities shall be accomplished in accordance and pursuant to with the LAP certification as outlined above in Paragraph 1, the PDP, the applicable guidelines of the American Association of State Highway and Transportation

Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT, in order to, among other goals, produce a cost effective PROJECT. Failure to follow the PDP and all applicable guidelines and policies will jeopardize the use of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding.

6. The primary consultant firm or subconsultants hired by the LOCAL GOVERNMENT to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the LOCAL GOVERNMENT with a list of prequalified consultant firms in the appropriate area-classes. If there is federal aid highway program funding participation, the LOCAL GOVERNMENT shall comply with all applicable state and federal regulations for the procurement of engineering and design related services including but not limited to 23 C.F.R. Part 172, or the Brooks Architect-Engineers Act of 1972, for any consultant hired to perform work on the PROJECT. If there are no federal aid highway program funding in the engineering and design related services contract, the contracting agency may procure the services in accordance with its own established policies and procedures which reflect applicable State and local laws. However, in such an event, the costs of consultant service contracts that utilize only State or local funding which were not procured, negotiated, or administered in accordance with applicable Federal laws and regulations would not be eligible to apply toward the non-Federal share of costs for subsequent phases (e.g., construction) of a project funded by the federal aid highway program.

7. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT Let and/or State Route (On-System) projects; the LOCAL GOVERNMENT shall address concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT. If the LOCAL GOVERNMENT is shown to let the construction in Exhibit "A" on off-system routes, the LOCAL GOVERNMENT shall be responsible for all railroad coordination and addressing concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT for PROJECT.

8. The DEPARTMENT reserves the right to review and reserves approval authority for all aspects of the PROJECT provided, however, this review and approval does not relieve the LOCAL GOVERNMENT of its responsibilities under the terms of this Agreement.

9. RESERVED.

10. The LOCAL GOVERNMENT agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this Agreement shall become the property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or

limitation and without compensation to the LOCAL GOVERNMENT.

11. The LOCAL GOVERNMENT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement. The LOCAL GOVERNMENT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the reports, designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the LOCAL GOVERNMENT to address the errors, omissions or deficiencies within 30 days of notification shall cause the LOCAL GOVERNMENT to assume all responsibility for construction delays and supplemental agreements caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The LOCAL GOVERNMENT shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement.

12. The Parties acknowledge that the following Exhibits and Attachments to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

EXHIBIT A – PROJECT FINANCIAL REPORT  
Insert

APPENDIX A – Georgia Security and  
Immigration Compliance Act Affidavit

APPENDIX B – Federal Award Identification  
Worksheet

APPENDIX C – Certification of Local  
Government Drug Free Workplace

APPENDIX D – Certification of Compliances

APPENDIX E – Title VI Certification and Acknowledgement Form

APPENDIX F – Request for Qualifications (RFQ) and prequalified consultant award selection package, if applicable

13. COMPLIANCE WITH APPLICABLE LAWS

a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

b. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix A of this Agreement.

c. The LOCAL GOVERNMENT has read and understands the regulations for STATE AUDIT REQUIREMENT as stated in Appendix D of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.

d. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. Sec. 36-701 et seq.) and is not

debarred from receiving financial assistance from the State of Georgia.

e. The LOCAL GOVERNMENT hereby agrees that it shall comply, and shall require its subcontractors to comply, with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.* and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

f. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix A.

g. The LOCAL GOVERNMENT hereby agrees that neither it nor its subcontractors shall discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it and its subcontractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it and its subcontractors will comply with any and all state and federal laws not

specifically stated herein addressing discrimination to the extent that such is applicable.

h. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

14. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.
15. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.
16. If any provision of this amendment is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
17. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.
18. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of

either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

{SIGNATURES ON NEXT PAGE}

IN WITNESS WHEREOF, the  
DEPARTMENT and the LOCAL  
GOVERNMENT have caused these  
presents to be executed under seal by  
their duly authorized representatives.

GEORGIA  
DEPARTMENT OF  
TRANSPORTATION

DocuSigned by:  
*Russell R. McMurry*  
BY: \_\_\_\_\_  
76D6S77D00644FA...  
Commissioner

ATTEST:

DocuSigned by:  
*[Signature]*  
\_\_\_\_\_  
74085B5B0FAC425...  
Treasurer

DocuSigned by:  
*Sam Norton*  
BY: \_\_\_\_\_  
RF47DE40ED0A495...  
Name **Sam Norton**  
Title **mayor**

Signed, sealed and delivered this **18**  
day of **October**, 20**19**, in the  
presence of:

DocuSigned by:  
*Mary Csukas*  
\_\_\_\_\_  
E3CB04DB862C4E4...  
Witness

DocuSigned by:  
*Shana Higman*  
\_\_\_\_\_  
43F5A33C53074EA...  
Notary Public

This Agreement approved by Local  
Government, the **22nd** day of  
**October**, 20**19**.

Attest

DocuSigned by:  
*Melody Marlowe*  
\_\_\_\_\_  
FCC7192710ED475...  
Name and Title **Melody Marlowe**  
**Finance Director**

FEIN: 58-6000555

**EXHIBIT A**

[Add PFR as Exhibit A]



**EXHIBIT B****Local Let Approval Form (LLAF)****Office of Program Control**

<b>P.I. #:</b>	<b>OMITTED</b>		
<b>Project Description:</b>			
<b>Request Prepared by:</b>		<b>Requestor Office:</b>	
<b>Local Government:</b>			
<b>Is the Local Government LAP Certified?</b>			

***Reason the Local Government desires a Local Letting:*** (Describe the factors that make a Local Letting desirable by the Locals and/or GDOT. Explain why a Local Letting is an efficient use of resources.)

**Change Justification (as submitted by Local Government), including Risk Assessment (Experience with Local Lettings and Federal Requirements), Benefits, Implementation Requirements (Materials Testing resources to be used; Construction Inspection resources), Contracting ability:** (PM should coordinate with District Construction.)

**Attachments:** Preconstruction Status Report, Project Financial Report, Detailed Cost Estimate, Map, Other supporting documentation to include letters from Project Sponsor, Future LG projects in the Program.

Local Letting Form Approval:

_____	_____
Local Government	Date
_____	_____
Project	<div>OMITTED</div>
Office H	
_____	_____
District Engineer (for all projects)	Date
_____	_____
State Materials Engineer	Date
_____	_____
Approved: _____	_____
Director of Construction	Date

- Upon approval or rejection send the original to the Project Manager (Program Delivery or District Preconstruction Engineer)
- PM should send Executed Copies to:
  - Office of Planning
  - Office of Program Control
  - Office of Financial Management (to change the TPRO designation)

NOTES:

- The Local Letting designation cannot be changed after PFPR to a Local Let unless approved by the Chief Engineer.



**APPENDIX A  
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

<b>Contractor's Name:</b>	City of Dahlonega
<b>Solicitation/Contract No./ Call No. or Project Description:</b>	0016629, Lumpkin, SR 9/SR 60 from SR 60BU to CR 189/Wimpy Mill Road

**CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation 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:

103346

2/27/2008

Federal Work Authorization User Identification Number  
(EEV / E-Verify User Identification Number)

Date of Authorization

City of Dahlonega

Name of Contractor

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

**Sam Norton**

**mayor**

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

DocuSigned by:

*Sam Norton*

BF47DE40ED0A495...

Signature (of Authorized Officer or Agent)

**10/18/2019**

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

**22** DAY OF **October**, 20**19**

DocuSigned by:

*Shana Higman*

0CE0AFAA4AF5490...

Notary Public

[NOTARY SEAL]

My Commission Expires: **01/22/2023**

**APPENDIX B**  
**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	DAHLONEGA, CITY OF
Subrecipient's DUNS number (see § 200.32 Data Universal Numbering System (DUNS))	026774737
Federal Award Identification Number (FAIN)	693JJ21930000Z302GA0016629
Federal award date (see § 200.39 Federal Award Date)	3/21/2019
Amount of Federal Funds Obligated by this action	\$300,000.00
Total Amount of Federal Funds Obligated to the subrecipient	\$300,000.00
Total Amount of the Federal Award	Refer to EXHIBIT "A" above
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Scope of work in contract document; refer to page 1
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	FHWA, GDOT, Mark Lawing
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	Refer to page 1 of contract document
Identification of whether award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	N/A

**This project must comply with all aspects of 2 CFR Part 200.**

**APPENDIX C  
CERTIFICATION OF LOCAL GOVERNMENT  
DRUG-FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of City of Dahlonega whose address is 465 Riley Rd Dahlonega, GA 30533-0810 and it is also certified that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
2. A drug-free workplace will be provided for the LOCAL GOVERNMENT's employees during the performance of the contract; and
3. Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with \_\_\_\_\_, \_\_\_\_\_ certifies to the LOCAL GOVERNMENT that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

10/18/2019

Date

DocuSigned by:

Mary Csukas

E3CB94DB8C2C4E4

Signature

## APPENDIX D

### CERTIFICATION OF COMPLIANCES

I hereby certify that I am a principal and duly authorized representative of City of Dahlonega whose address is 465 Riley Rd Dahlonega, GA 30533-0810 and it is also certified that:

#### I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

- (a) Provisions of Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 *et seq.* and as to the Municipality the provisions of O.C.G.A. § 32-4-92 *et seq.*

#### II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$300,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$300,000.00 in that government’s most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

#### III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 *et seq.* of the Official Code of Georgia, relating to the “Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities”, as amended, have been complied with throughout the contract period.

10/18/2019

Date

DocuSigned by:

Mary Csukas

E3CB94DB8C2C4E4...

Signature

## **APPENDIX E**

### **TITLE VI INTRODUCTION**

As a sub-recipient of federal funds from Georgia Department of Transportation, all municipalities are required to comply with Title VI of the Civil Rights Act of 1964 which provides that:

"No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected To discrimination under any program or activity receiving federal assistance under This title or carried out under this title."

Additionally, the Civil Rights Restoration Act of 1987, expanded the definition of the terms "programs and activities" to include all programs or activities of federal recipients, subrecipients, and contractors, whether or not such programs and activities are federally assisted.

The provisions of Title VI apply to all contractors, subcontractors, consultants and suppliers. And is a condition for receiving federal funds. All sub recipients must sign Title VI assurances that they will not discriminate as stated in Title VI of the Civil Rights Act of 1964.

In the event that the sub recipient distributes federal aid funds to second tier entity, the subrecipient shall include Title VI language in all written documents and will monitor for compliance. If, these assurances are not signed, the City or County government may be subjected to the loss of federal assistance.

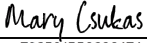
All sub recipients that receive federal assistance must also include Federal Highways Administrations 1273 in their contracts. The FHWA 1273 sets out guidance for ensuring non discrimination and encouraging minority participation and outreach.

Enclosed you will find Title VI acknowledgment form and the Title VI assurances. The Title VI acknowledgment form and Title VI assurances must be signed by your local government official if it has not been signed.

## TITLE VI ACKNOWLEDGEMENT FORM

The City of Dahlonge assures that no person shall on the grounds or race, color, national origin or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City or County sponsored program or activity. The City of Dahlonge assures that every effort will be made to ensure non discrimination in all of its programs or activities, whether those programs are federally funded or not.

Assurance of compliance therefore falls under the proper authority of the City Council or the County Board of Commissioners. The Title VI Coordinator or Liaison is authorized to ensure compliance with provisions of this policy and with the Law, including the requirements of 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

DocuSigned by:  
  
 Official Name and Title

10/18/2019

Date

### Citations:

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28 CFR 50.3

### Other Nondiscrimination Authorities Expanded the range and scope of Title VI coverage and applicability

The 1970 Uniform Act (42 USC 4601)  
 Section 504 of the 1973 Rehabilitation Act (29 USC 790)  
 The 1973 Federal-aid Highway Act (23 USC 324)  
 The 1975 Age Discrimination Act (42 USC 6101)  
 Implementing Regulations (49 CFR 21 & 23 CFR 200)  
 Executive Order 12898 on Environmental Justice (EJ)  
 Executive Order 13166 on Limited English Proficiency (LEP)



## **NOTICE TO SPONSOR COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this contract, the SPONSOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

### **1. Compliance with Regulations**

The SPONSOR shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

### **2. Nondiscrimination**

The SPONSOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

### **3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

### **4. Information and Reports**

The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

### **5. Sanctions for Noncompliance**

In the event of the SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the SPONSOR under the contract until the SPONSOR complies;
- and/or b. Cancellation, termination, or suspension of the contract, in whole or in part.

### **6. Incorporation of Provisions**

The SPONSOR shall include the provisions of paragraphs (I) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The SPONSOR shall take such action with respect to any subcontractor or procurement as the State

Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the State to enter into such litigation to protect the interests of the state and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

## **APPENDIX F**

### **Request for Qualifications (RFQ) & Prequalified Consultant Award Selection Package (if applicable)**

Project Financial Report

Georgia Department of Transportation  
Project Financial Report (PFR)

Processed Date: Sep-19-2019 01:15:48 PM

Project: 0016629

Description:	SR 9/SR 60 FROM SR 60BU TO CR 189/WIMPY MILL ROAD
Project Manager Name:	Lawing, Mark
Office:	Program Delivery
Counties:	Lumpkin
Congressional Districts:	009

Engineer Estimates

Activity	Original	Current	Change	% Change	Original Cost Est Date	Current Cost Est Date
No Engineered Estimates Data Available						

Programmed Funds

Activity	Fund Code	Activity Status	Federal Funding	AC Funding	State Funding	Local Funding	Total Funding
PE	Z302	AUTHORIZED	(\$300,000.00)	\$ .00	\$ .00	(\$75,000.00)	(\$375,000.00)
PE Subtotal:			(\$300,000.00)	\$ .00	\$ .00	(\$75,000.00)	(\$375,000.00)
TOTALS:			(\$300,000.00)	\$ .00	\$ .00	(\$75,000.00)	(\$375,000.00)

Project Accounting

Activity	CONTINGENCY	Amount	CONTRACT			INHOUSE / OVERHEAD / GENERAL FUNDS**		
			Allotted	Unearned	Earned	Allotment Balance	Unearned	Earned
PE		\$ .00	\$300,000.00	\$ .00	\$ .00	\$300,000.00	\$ .00	\$ .00
TOTALS:		\$ .00	\$300,000.00	\$ .00	\$ .00	\$300,000.00	\$ .00	\$ .00

Project Accounting Summary

Activity	Allotted	Unearned	Earned	Allotment Balance	%Earned	Last Activity Date
PE	\$300,000.00	\$ .00	\$ .00	\$300,000.00	0.00%	Jul01-2018
TOTALS:	\$300,000.00	\$ .00	\$ .00	\$300,000.00	0.00%	

The information contained in this File/Report is the property of GDOT and may not be released to any other party without the written consent of the Data Custodian. Please dispose of this information by shredding or other confidential method. \*Please contact the Office of Financial Management for incorrect data. \*\*Non-capital contracts and contracts funded using Overhead Funds are allotted in the INHOUSE/OVERHEAD/GENERAL FUNDS section.

Page 1 of 1

PI # 0016629, Lumpkin County

IN WITNESS WHEREOF, the  
DEPARTMENT and the LOCAL  
GOVERNMENT have caused these  
presents to be executed under seal by  
their duly authorized representatives.

GEORGIA  
DEPARTMENT OF  
TRANSPORTATION

BY: \_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Treasurer

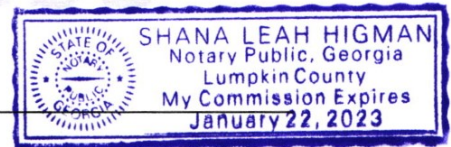
DocuSigned by:  
*Sam Norton*  
BY: \_\_\_\_\_  
Name **Sam Norton**  
Title **mayor**

Signed, sealed and delivered this **18**  
day of **October**, 20 **19**, in the  
presence of:



DocuSigned by:  
*Mary Cukkas*  
\_\_\_\_\_  
Witness

DocuSigned by:  
*Shana Higman*  
\_\_\_\_\_  
Notary Public



This Agreement approved by Local  
Government, the **22nd** day of  
**October**, 20 **19**.

Attest

DocuSigned by:  
*Melody Marlowe*  
\_\_\_\_\_  
Name and Title **Melody Marlowe**  
**Finance Director**

FEIN: 58-6000555



**APPENDIX A  
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

<b>Contractor's Name:</b>	City of Dahlonega
<b>Solicitation/Contract No./ Call No. or Project Description:</b>	0016629, Lumpkin, SR 9/SR 60 from SR 60BU to CR 189/Wimpy Mill Road

**CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation 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:

103346

2/27/2008

Federal Work Authorization User Identification Number  
(EEV / E-Verify User Identification Number)

Date of Authorization

City of Dahlonega

Name of Contractor

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

**Sam Norton**

**mayor**

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

DocuSigned by:  
**Sam Norton**  
BE47DE40ED0A495

**10/18/2019**

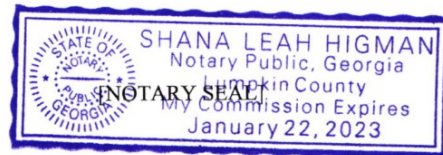
Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

**22** DAY OF **October**, 20**19**

DocuSigned by:  
**Shana Higman**  
0CE0EAAAF5490  
Notary Public



My Commission Expires: **01/22/2023**

## Certificate Of Completion

Envelope Id: 914CFD57BE22405680166FAB9C8CB18C

Status: Completed

Subject: 48400-425-IGOPD2000724/CITY OF DAHLONEGA

Source Envelope:

Document Pages: 21

Signatures: 11

Envelope Originator:

Certificate Pages: 6

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Atlanta, GA 30308

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gdot\_contracts@dot.ga.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Georgia Department of Transportation

Location: DocuSign

## Signer Events

Sam Norton

snorton@dahlonega.gov

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:

*Sam Norton*

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## Timestamp

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Accepted: 10/18/2019 2:06:33 PM

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Mary Csukas

mcsukas@dahlonega.gov

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

*Mary Csukas*

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## Electronic Record and Signature Disclosure:

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ID: 43f0d5e3-66b3-4fd4-8b35-2731ff6c46d9

Shana Higman

shigman@dahlonega.gov

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

*Shana Higman*

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## Electronic Record and Signature Disclosure:

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ID: 8a79ee8a-39e9-4bb6-801b-2ffe685c241c

Melody Marlowe

mmarlowe@dahlonega.gov

Finance Director

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

*Melody Marlowe*

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Signed: 10/22/2019 9:18:59 AM

Signature Adoption: Pre-selected Style

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## Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Angela O. Whitworth awhitworth@dot.ga.gov Security Level: .Email ID: 0ba6469e-f9a8-4e75-8935-04cf5f7b68f4 10/30/2019 10:03:45 AM	<div>DocuSigned by:  74085B5B0FAC425...</div> Signature Adoption: Uploaded Signature Image Using IP Address: 143.100.53.12	Sent: 10/29/2019 8:06:51 PM Resent: 10/30/2019 10:03:31 AM Viewed: 10/30/2019 10:04:32 AM Signed: 10/30/2019 10:05:06 AM
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Agent Delivery Events	Status	Timestamp
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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Envelope Sent	Hashed/Encrypted	10/30/2019 10:03:31 AM
Certified Delivered	Security Checked	10/30/2019 10:04:32 AM
Signing Complete	Security Checked	10/30/2019 10:05:06 AM
Completed	Security Checked	10/30/2019 10:05:06 AM
Payment Events	Status	Timestamps





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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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**To advise Georgia Department of Transportation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [gdot\\_contracts@dot.ga.gov](mailto:gdot_contracts@dot.ga.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [gdot\\_contracts@dot.ga.gov](mailto:gdot_contracts@dot.ga.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Georgia Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Georgia Department of Transportation during the course of my relationship with you.