



CITY OF DAHLONEGA

Council Work Session Agenda

May 15, 2023, 4:00 PM

Gary McCullough Council Chambers, Dahlonega City Hall

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

Vision - To be an open, honest, and responsive city, balancing preservation, and growth, and delivering quality services fairly and equitably by being good stewards of Dahlonega's resources.

OPEN MEETING

APPROVAL OF AGENDA

BOARD & COMMITTEES

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

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

1. Planning Commission Vacancy – Appoint Member

JoAnne Taylor, Mayor

PRESENTATION

2. FY22 Annual Audit Presentation

Rushton and Company, CPA

ORDINANCES & RESOLUTIONS

CONTRACTS & AGREEMENTS

3. Project # 2023-009 North Grove Sidewalk Construction

Vince Hunsinger, Capital Project Manager

4. Servline Leak Protection Program

Allison Martin, City Manager

5. CPL Consulting Proposal

Allison Martin, City Manager

6. Charles Abbott and Associates – Agreement for Services

Allison Martin, City Manager

OTHER ITEMS:

COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments

City Manager Comments

City Council Comments

City Attorney Comments

Mayor Comments

ADJOURNMENT



City Council Agenda Memo

DATE: May 8, 2023
TITLE: Planning Commission Vacancy – Appoint Member
PRESENTED BY: JoAnne Taylor, Mayor

AGENDA ITEM DESCRIPTION:

Appoint a new member to the Planning Commission to fill a vacant seat.

HISTORY/PAST ACTION:

Mr. Win Crannell resigned from the Planning Commission via email on May 3, 2023.

FINANCIAL IMPACT:

n/a

RECOMMENDATION:

n/a

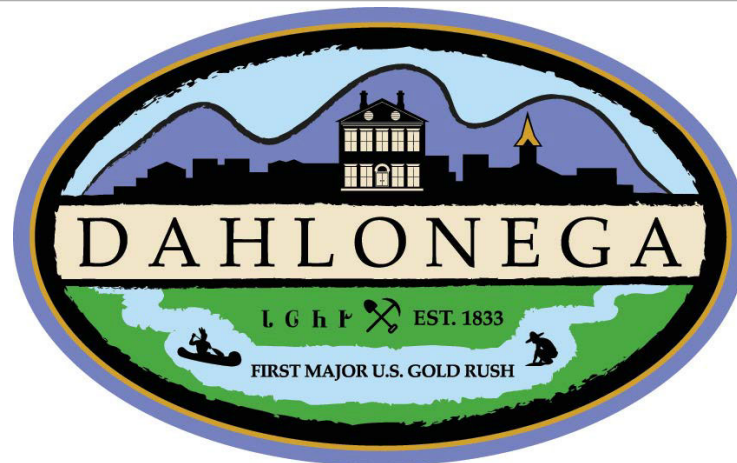
SUGGESTED MOTIONS:

n/a

ATTACHMENTS:

n/a

***Report to Mayor and Council
For the fiscal year ended September 30, 2022***



May 15, 2023

AUDIT OPINION – P. 16-18

Unmodified Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of the City of Dahlonega, Georgia, as of September 30, 2022, and the respective changes in financial position and, where applicable, cash flows for the year then ended.

City of Dahlonega’s Responsibilities

The financial statements are the responsibility of the City of Dahlonega’s management.

Rushton’s Responsibilities

As independent auditors for the City of Dahlonega, our responsibility is to express opinions on the fair presentation of the financial statements.

Auditing Standards

We audited the City’s financial statements in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States.

Government-wide Statements

These statements provide the reader with information on the City as a whole, using the full accrual basis of accounting. Columns for the governmental activities, the business-type activities, and the Downtown Development Authority component unit.

Two statements:

- Statement of Net Position – P. 30-31
 - Presents the assets, liabilities, and residual net position of the City

- Statement of Activities – P. 33
 - Presents the results of operations of the City

Net Position and Change – Last 5 Fiscal Years

Fiscal Year	Net Position				Revenues over (under) Expenses
	Net Investments in Capital Assets	Restricted	Unrestricted	Total	
2018	\$ 17,908,350	\$ 95,295	\$ 8,337,269	\$ 26,340,914	\$ 1,271,633
2019	18,329,271	295,410	10,132,488	28,757,169	2,416,255 ¹
2020	19,208,956	780,937	10,651,244	30,641,137	1,883,968 ²
2021	18,591,266	2,196,624	13,196,191	33,984,081	3,342,944 ³
2022	21,072,935	3,143,842	13,747,331	37,964,108	3,682,027 ⁴

Note 1: The increase in revenues over expenses from 2018 to 2019 is due to an increase in water and sewerage tap fees, interest earnings, fines and building permits.

Note 2: The decrease in revenues over expenses from 2019 to 2020 is due to a decrease in water and sewerage tap fees.

Note 3: The increase in revenues over expenses from 2020 to 2021 is due to an increase in SPLOST revenues and water and sewerage fees.

Note 4: The increase in revenues over expenses from 2021 to 2022 is due to an increase LOST revenues and Hotel/Motel Tax.

General Fund – P.100-105

Revenues

- Increased \$282,192, 5.63%
 - Property Taxes decreased \$47,608
 - LOST increased \$224,295
 - Building Permits increased \$40,845
 - Fines, Fees and Forfeitures decreased \$54,579
 - Charges for Services increased \$118,380, indirect cost allocation
 - Intergovernmental decreased \$50,532

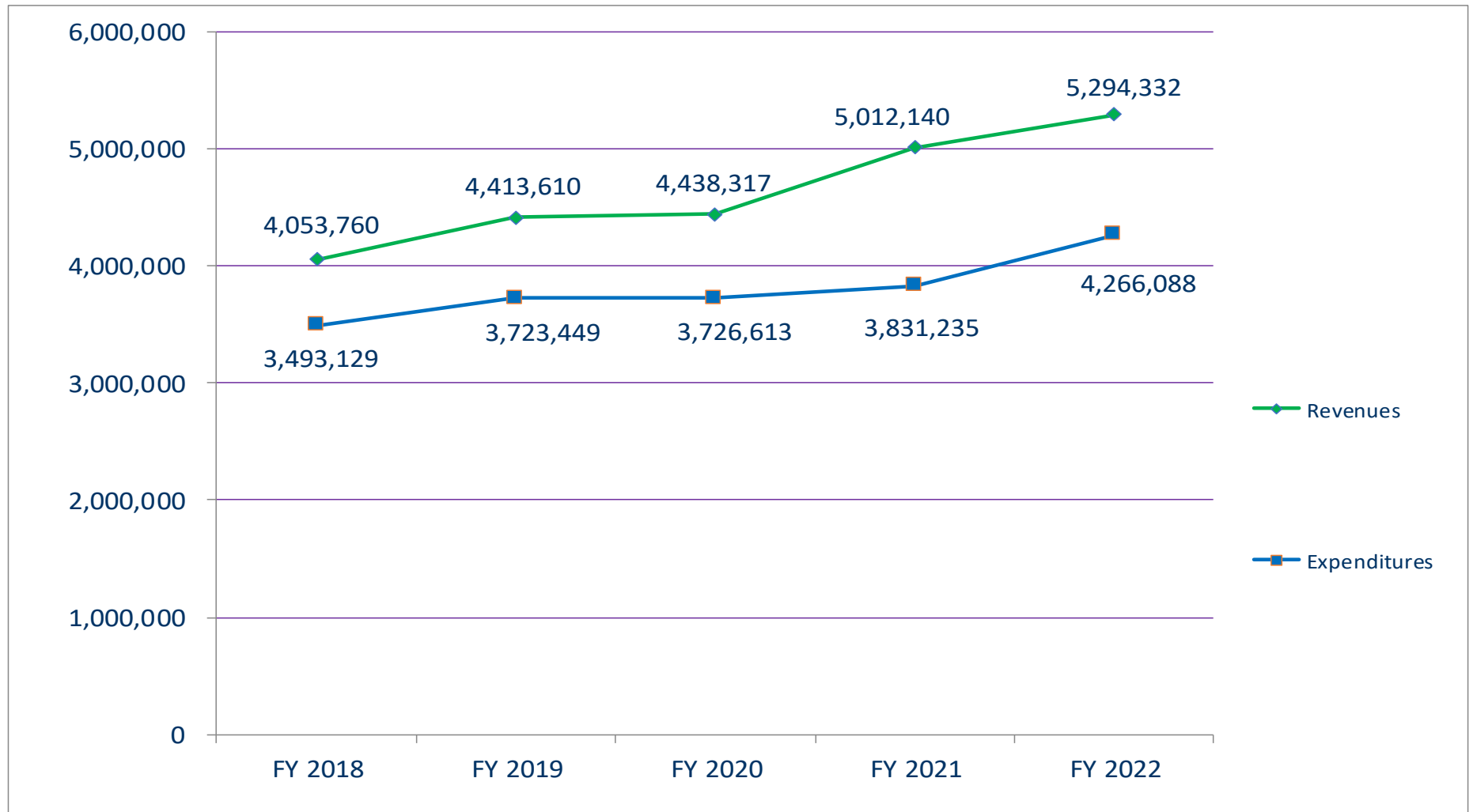
Expenditures

- Increased \$434,853, 11.35%
 - Executive Department increased \$106,706
 - Legislative increased \$71,877
 - Police Department increased \$56,600
 - Public Works Administration increased \$64,940

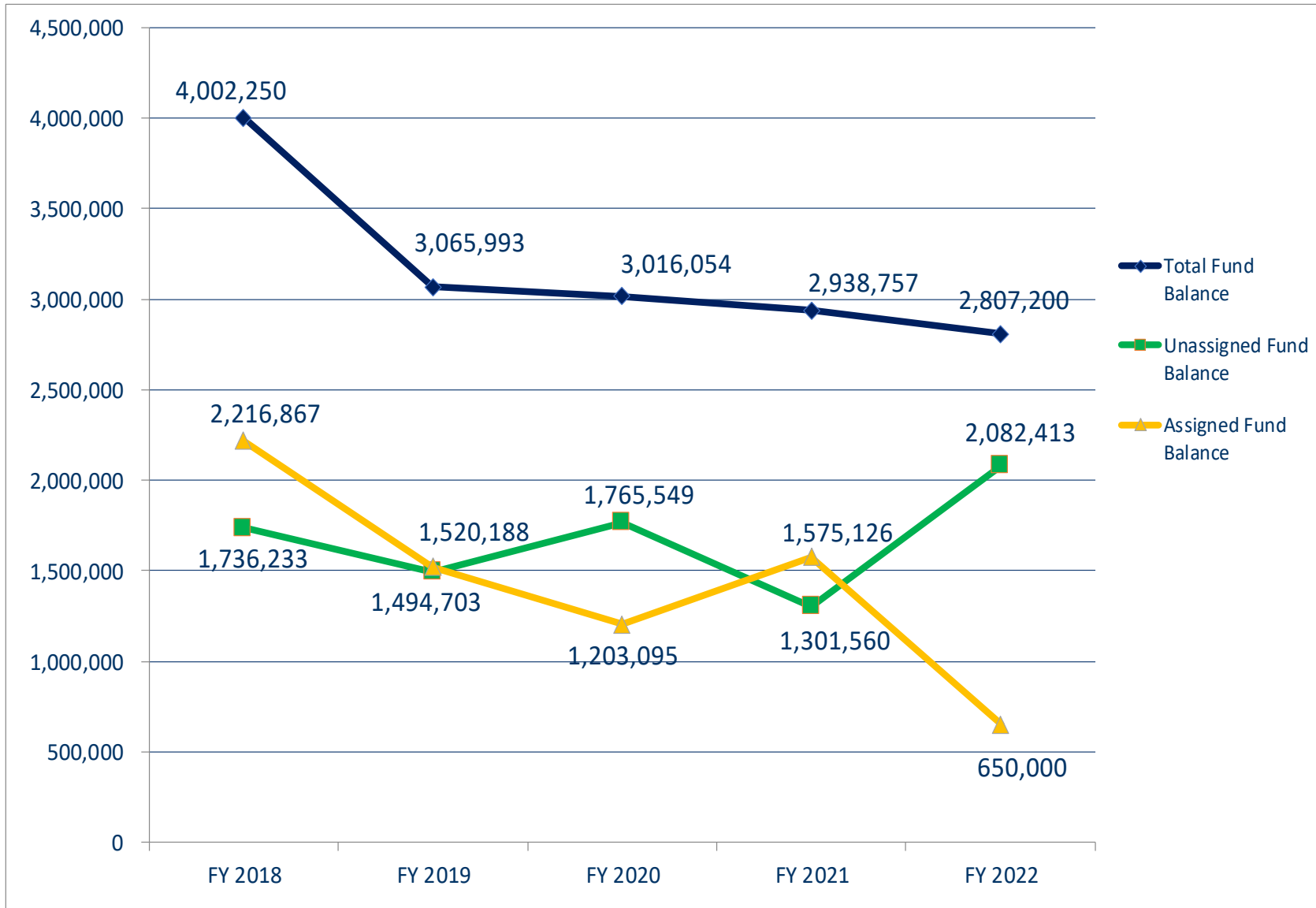
Unassigned Fund Balance

- FY 2022, \$2,082,413, 48.8% of expenditures (5.86 months)
- FY 2021, \$1,301,560, 34.0% of expenditures (4.08 months)

General Fund Revenues and Expenditures Last 5 Fiscal Years



General Fund - Fund Balance Last 5 Fiscal Years



Water and Sewage Fund – P.124-128

Operating Revenue

- Increased \$16,772, 0.03%
 - Tap Fees decreased \$158,440
 - Water and Sewer Fees increased \$153,147

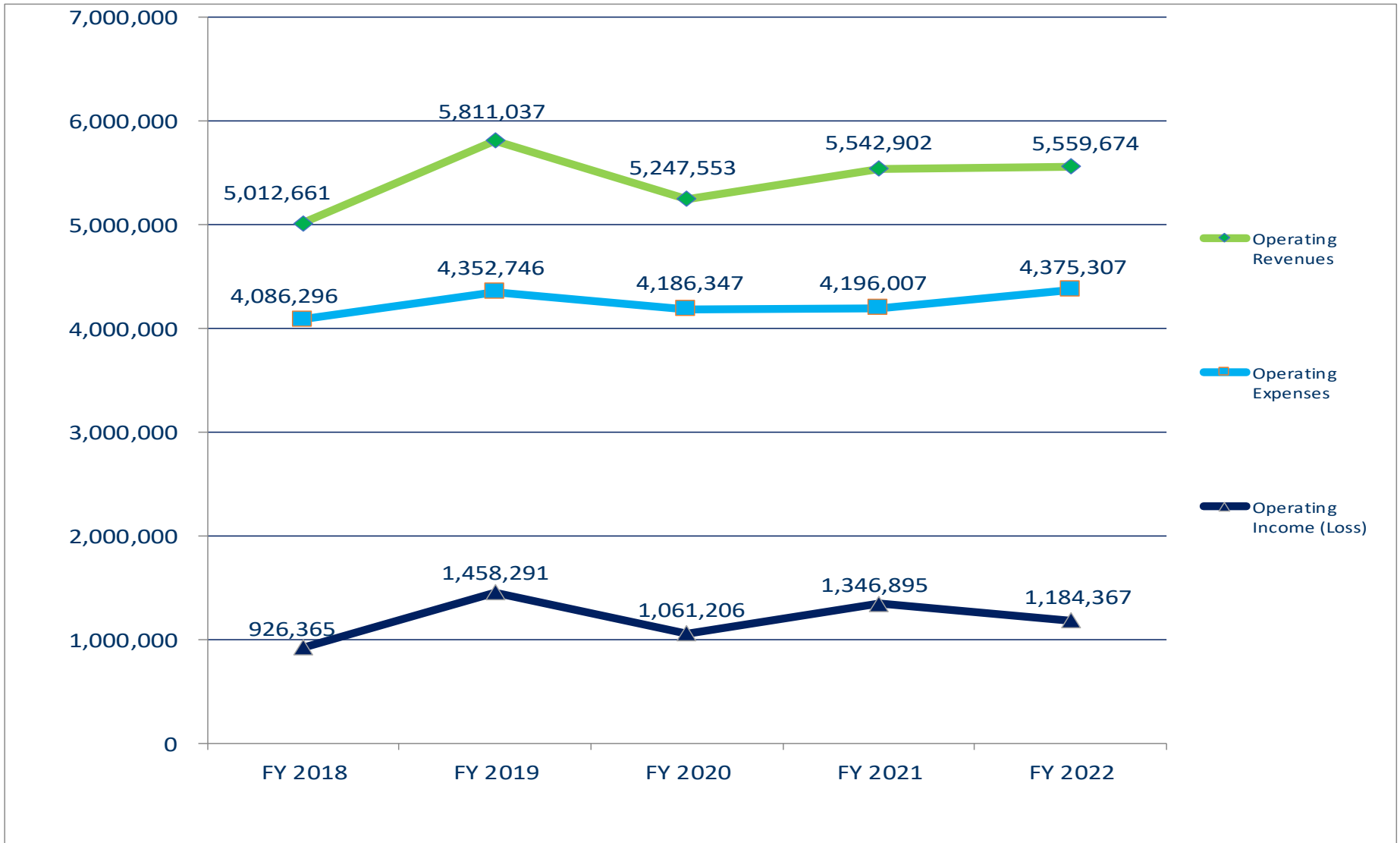
Operating Expenses

- Increased \$179,300, 4.27%

Unrestricted Net Position

- FY 2022, \$7,264,971, 166.0% of operating expenses, before debt service (19.9 months)
- FY 2021, \$7,032,897, 168.0% of operating expenses, before debt service (20.2 months)

Water and Sewage Fund Operating Revenue and Expenses Last 5 Fiscal Years



Report on Internal Control, Compliance, and Other Matters – P.183-184

In accordance with *Government Auditing Standards*, we have issued our report on our consideration of the City of Dahlonega's internal controls and our tests of compliance.

This report describes the scope of our testing of internal control and compliance, and the results of that testing, but is not intended to provide an opinion on the internal control or compliance.

Current and Future Reporting Changes

GASB 87

The Governmental Accounting Standards Board (GASB) has issued Statement No. 87, *Leases*. Effective for the City for fiscal year 2022.

The statement establishes a single approach to accounting for and reporting leases for state and local governments. The statement requires governments to recognize certain lease assets and liabilities that previously were classified as operating leases.

Current and Future Reporting Changes

GASB 91

The Governmental Accounting Standards Board (GASB) has issued Statement No. 91, *Conduit Debt Obligations*. Effective for City of Dahlonega for fiscal year 2023.

GASB 96

The Governmental Accounting Standards Board (GASB) has issued Statement No. 96, *Subscription-Based Information Technology Arrangements*. Effective for the City of Dahlonega for fiscal year 2023.

GASB 101

The Governmental Accounting Standards Board (GASB) has issued Statement No. 101, *Compensated Absences*. Effective for the City of Dahlonega for fiscal year 2024.

J. Chris Hollifield, CPA

chollifield@rushton.cpa

www.Rushton.cpa

770.287.7800





City Council Agenda Memo

DATE: 5/8/2023
TITLE: Project # 2023-009 North Grove Sidewalk Construction
PRESENTED BY: Vince Hunsinger, Capital Project Manager

AGENDA ITEM DESCRIPTION:

Construction of curb, gutter, and concrete sidewalk.

HISTORY/PAST ACTION:

Bid Opening was on 5/10/2023.

FINANCIAL IMPACT:

The available budget for this project is \$93,550.00. We will have the low bid number to present at the 6/1/2023 Council meeting.

RECOMMENDATION:

SUGGESTED MOTIONS:

ATTACHMENTS:



City Council Agenda Memo

DATE: May 8, 2023
TITLE: Servline Leak Protection Program
PRESENTED BY: Allison Martin, City Manager

AGENDA ITEM DESCRIPTION:

Servline Leak Protection Program for Utility Customers

HISTORY/PAST ACTION:

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 requests the council consider 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. The cost of the water service is \$1.89/month for a \$500 limit of protection for water leaks and \$1.70/month for a \$500 limit of protection for sewer leaks. Commercial rates were also offered but those occur so rarely that the council may wish not to offer this 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 \$3.59 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:

Proposal



PROPOSAL

SERVLINE UTILITIES PROTECTION

We pay for high water bills caused by customer leaks

HOMESERVE USA
7134 Lee Highway, Chattanooga, TN 37421
1 (866) 974-4801, info@servline.com, www.servline.com

Prepared For

CITY OF DAHLONEGA

465 Riley Rd
Dahlonega, GA 30533-0810

Proposal Issued: April 28, 2023

Proposal Valid:
30 Days from Issue Date

This proposal shows the premiums for the general coverage described, but in no way changes or affects any terms, conditions or exclusions of policies as actually issued. Premiums shown are based on information furnished to the company. Insurance for the ServLine program is issued to utilities and placed through HomeServe USA Repair Management Corp. (HSRM), a licensed insurance agency. In California, HSRM does business as HomeServe NA Insurance Services (California License # 0F79326). ServLine is a registered trademark.

EXECUTIVE SUMMARY – UTILITY & COMMUNITY PROTECTION

CITY OF DAHLONEGA

We understand that you are tirelessly working to improve and supply the best overall product while also often thanklessly striving to offer excellent customer service.

DESPITE ALL YOUR EFFORT – CUSTOMER LEAKS STILL CAUSE

- Financial Strain
 - Administrative *and* Customer Burden
 - Issues to Undermine Public Perception
-

MEET SERVLIN BY HOMESERVE

ServLine is a full-service customer leak solution. We pay for high water bills caused by customer leaks by insuring the Utility. More specifically, by insuring the Leak Protection Program and then administering it on your behalf.

- Financial Assistance
- Administrative Support & Customer Relief
- Public Relations Credibility



PROTECTION PLANS PRICING SNAPSHOT

LEAK PROTECTION PLANS PRICING

WATER LEAK PROTECTION

Limit	Residential	Commercial Single-Occupancy	Commercial Multiple-Occupancy
\$500	\$ 1.89	\$ 1.89	\$ 3.78
\$1,000	\$ 2.40	\$ 2.40	\$ 4.80
\$2,500	\$ 2.73	\$ 2.73	\$ 5.46

SEWER LEAK PROTECTION

Limit	Residential	Commercial Single-Occupancy	Commercial Multiple-Occupancy
\$500	\$ 1.70	\$ 1.70	\$ 3.40
\$1,000	\$ 1.79	\$ 1.79	\$ 3.58
\$2,500	\$ 1.80	\$ 1.80	\$ 3.60



PROGRAM COMPARISON SIDE BY SIDE – LAP & LPP

COMPARISON TERMS

- LAP: Leak Adjustment Policy
- LPP: Leak Protection Program
- Frequency: Determined by the number of times an adjustment can be filed in a given time
- Qualifications: Determined by whether or not there is a limit that must be met prior to allowing for an adjustment
- Benefits are reflective of your current Leak Adjustment Policy & data
- Benefits are determined by how customer leaks are being adjusted. Unprovided benefits will not be covered

CITY OF DAHLONEGA - CURRENT LAP

BENEFIT FREQUENCY

- 1 Occurrence/12-month
- 2 Consecutive billing cycles allowed per occurrence

BENEFIT QUALIFIER

No Qualification Applies

ADDITIONAL COVERED BENEFITS

- Dripping/ Leaking Faucets
- Running Toilets/ Commodes
- Water Heaters
- Irrigation Systems
- Out Buildings
- Third Party Connections
- Cattle Troughs
- Lines Extending from the Primary Residence

SERVLIN LEAK PROTECTION PROGRAM (LPP)

BENEFIT FREQUENCY

- 1 Occurrence/ 12-month
- 2 Consecutive billing cycles allowed per occurrence
Ex. 1 billing cycle (month bill), 2 billing cycles (months)

BENEFIT QUALIFIER

No Qualification Applies

ADDITIONAL COVERED BENEFITS

- Dripping/ Leaking Faucets
- Running Toilets/ Commodes
- Water Heaters
- Irrigation Systems
- Out Buildings
- Third Party Connections
- Cattle Troughs
- Lines Extending from the Primary Residence



PROPOSED SAMPLE LEAK PROTECTION PROGRAM POLICY (LPP)

CITY OF DAHLONEGA

PROPOSED SAMPLE LEAK PROTECTION PROGRAM POLICY

City of Dahlonega is changing our Leak Adjustment Policy effective DATE 1, 2023.
The following are qualifications for leak adjustments for the City of Dahlonega:

1. It is the customer's responsibility to keep his plumbing system in good working order.
2. No customer shall receive more than one (1) leak adjustment that could incorporate a maximum of two (2) billing cycles during any twelve (12) month period.
3. Adjustments on water bills will NOT be made on the following:
 - a. Residential Customers who do not have their own water meter.
 - b. *Commercial or Industrial Customers. (OPTIONAL)*
 - c. Premises left or abandoned without reasonable care for the plumbing system.
 - d. Leaks in water features such as fountains, etc.
 - e. Negligent acts such as leaving water running.
 - f. Excess water charges not directly resulting from a qualifying plumbing leak.
 - g. Filling of swimming pools or leaks in swimming pools.
 - h. Watering of lawns or gardens.
 - i. *Master-metered multi-habitational accounts. (OPTIONAL)*
4. In the event of a qualifying leak adjustment, the customer will be responsible for paying their average bill. The average bill will be calculated using the previous twelve (12) months' bills, excluding the high bills pertaining to the qualifying leak. The leak adjustment amount will be reimbursed up to City of Dahlonega's chosen protection limit less the customer's average bill.
5. The City of Dahlonega shall not be obligated to make adjustments of any bills not submitted for adjustment within ninety (90) days from the billing date.
6. Customers must present proof that a leak has been repaired before an adjustment will be made. (i.e. copy of invoice for materials or bill from plumber)
7. In any case where a customer might incur a leak before there is three (3) months of average usage, an adjustment will not be made until they have established three (3) months of average usage.
8. Any enrolled customer may decline to participate in our ServLine Leak Protection Program by calling Phone Number. Any customer declining to participate in the program will be responsible for the full amount of their water bill with no adjustments being made. Our new City of Dahlonega ServLine Program is the only way qualifying leak adjustments will be made for leaks occurring after DATE 1, 2023.





LEAK PROTECTION PROGRAM

Imagine what you could do if you were paid for every customer's high water bill – and no longer had to manage their frustration over having to pay for it.



WATER LEAK PROTECTION

Limit of Protection	Residential Rate	Commercial Rate Single-Occupancy	Commercial Rate Multiple-Occupancy
\$500 (Per Occurrence)	\$ 1.89	\$ 1.89	\$ 3.78
\$1,000 (Per Occurrence)	\$ 2.40	\$ 2.40	\$ 4.80
\$2,500 (Per Occurrence)	\$ 2.73	\$ 2.73	\$ 5.46

Deductible
Reporting Conditions
Reporting & Adjustment Period

Waived
Customer Schedule
Monthly

Special Terms and Conditions

- Coverage will be designed to reflect City of Dahlonega's Leak Protection Guidelines and eligibility established with ServLine.
- Master Metered Habitational (Residential Only) \$2.50 per unit
 - Limit Applies to Property Only and does not apply to units directly.
- Charges will be applied to the customers' utility bill.
- Limit of protection to be selected by the Utility.

Note: 10% Discount on rates if the above coverages are offered by electing to include in your base rate rather than on the utility bill.



SEWER LEAK PROTECTION

Limit of Protection	Residential Rate	Commercial Rate Single-Occupancy	Commercial Rate Multiple-Occupancy
\$500 (Per Occurrence)	\$ 1.70	\$ 1.70	\$ 3.40
\$1,000 (Per Occurrence)	\$ 1.79	\$ 1.79	\$ 3.58
\$2,500 (Per Occurrence)	\$ 1.80	\$ 1.80	\$ 3.60

Deductible
Reporting Conditions
Reporting & Adjustment Period

Waived
Customer Schedule
Monthly

Special Terms and Conditions

- Coverage will be designed to reflect City of Dahlonega's Leak Protection Guidelines and eligibility established with ServLine.
- Master Metered Habitational (Residential Only) \$2.50 per unit
 - Limit Applies to Property Only and does not apply to units directly.
- Charges will be applied to the customers' utility bill.
- Limit of protection to be selected by the Utility.

Note: 10% Discount on rates if the above coverages are offered by electing to include in your base rate rather than on the utility bill.





APPENDIX



LEAK PROTECTION PROGRAM DEFINITIONS

- **Water Leak Protection**
Water Leak Protection covers excess water bills caused by a qualifying leak on the customer's side of the meter/point of responsibility. Developed in cooperation with ServLine and set according to the Utility's newly established Leak Protection Guidelines.
- **Sewer Leak Protection**
Sewer Leak Protection covers excess sewer bills in the event of a qualifying leak at the customer's point of responsibility. Developed in cooperation with ServLine and set according to the Utility's newly established Leak Protection Guidelines.
- **Residential**
Residential is defined as 2" meters or less with a single residential unit occupied as a residency. A qualifying unit must have a single meter to which it can be accounted for independently.
- **Commercial**
Commercial is defined as 2" meters or less with business or agricultural occupancy excluding master-metered habitational. A qualifying unit must have a single meter to which it can be accounted for independently.
Single Occupancy - Building has one business occupying space.
Multiple Occupancy - Building has more than one business occupying space.
- **Master-Metered Habitational**
Multi-Unit residential property with a master-meter measuring usage for all units.
- **Farms**
Residential Farm: Any farm that is a hobby or that does not derive additional income. There is no Agriculture meter or separate metered structures on the property and meets residential definition of the insurance company.
Commercial Farm: Any Farm that has an Agriculture meter/meter that services barns, cattle troughs, or other structures. Any Farm who derives income from the activities of the farm.
- **Rates w/ Data**
The rates furnished in this Proposal are determined by the data you have provided. It is mutually understood that the data produced, along with your explanation of how to interpret what is included in your data is done so in good faith and is complete and true to the best of your knowledge. All other factors have been determined in partnership with ServLine.
- **Leak Protection Program**
The ServLine Leak Protection Program enhances your current Leak Adjustment Policy and acts as a superseding document which will overlay your existing policy with the given enhancements. All qualifying customer leaks would adhere first to your ServLine Leak Protection Program and then would be addressed by your existing Leak Adjustment Policy. As a recommendation - Your Leak Adjustment Policy would be updated to address unqualifying leaks rather than qualifying customers who choose to decline protection.



SUMMARY FOR LEAK PROTECTION PROGRAM

BILLING

Agency Monthly Reporting

PROJECT SCOPE & PROCESS

- Approval of ServLine
- Program Implementation
- Utility Staff Training
- Announcement Materials
- Setup and Integration
- ServLine Administers Leak Protection Program
- ServLine Handles Claims, Payments and Customer Service

TERMS AND CONDITIONS

Terms and conditions outlined in the quote may differ from the specifications submitted; please review the specific coverage part for details on coverage and exclusions.

Average claims payment is between 10 - 20 Days.
Claims volume is due to change with seasons or other unforeseen events.
Pricing does not include taxes.

Reports & Premium due by the 15th of the month following a reporting period.
Example: Participating customers for month of January would be due no later than February 15th.
Premium payments include all participating customers and are not dependent on customer payment to the utility nor pending claims payments.

*This quote is valid for thirty (30) days from the date of this letter.
All rates are per participating customer per month.*

THANK YOU

Thank you for your interest in becoming a valuable client of ServLine. We exist to make your Utility stronger and help you achieve your goals. One of our chief goals is to serve you and to earn the privilege of being one of your favorite service providers. The ServLine team is always looking to establish long-term meaningful relationships with the opportunity to serve your Utility and your customers with integrity and excellence.

DISCLAIMER

This proposal shows the premiums for the general coverage described, but in no way changes or affects any terms, conditions or exclusions of policies as actually issued. Premiums shown are based on information furnished to the company.





TERRORISM RISK INSURANCE ACT

We are under mandate to present and offer the final two pages of this proposal. The following is terrorism insurance coverage. Please either accept or decline if you proceed with ServLine.

Note: This is a separate coverage that insures payment for losses that occur as the result of a certified act of terrorism. Please inquire for additional information.



TERRORISM RISK INSURANCE ACT OF 2002 DISCLOSURE

The “Terrorism Risk Insurance Act of 2002” establishes a program within the Department of Treasury in which the Federal Government will share the risk of loss from terrorist attacks with the insurance industry. Federal participation will be triggered when the Secretary of the Treasury certifies an act of terrorism, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism committed by an individual(s) acting on behalf of any foreign interest, provided the terrorist act results in aggregate losses in excess of \$5 million. With respect to insured losses resulting from a certified act of terrorism, the Federal Government will reimburse individual insureds for 90% of the losses in excess of the insurer’s retention, which is based on a specified percentage of the insurer’s earned premium for the year preceding the loss. Insured losses covered by the program are capped at \$100 billion per year unless subsequent action of Congress changes that amount; this provision serves to limit insurers’ liability for losses. All insurers providing commercial property insurance are required to participate in the program to the extent of offering and making available coverage for certified acts of terrorism in accordance with the terms and conditions of coverage which apply to other perils.

Terrorism Premium: \$ 1% of premium

This quote outlines coverages and does not necessarily include all coverages requested on the application provided. Only coverages outlined above will be provided.



NAME OF APPLICANT: CITY OF DAHLONEGA
DATE OF NOTICE: FEBRUARY 10, 2023

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as reauthorized and amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS REAUTHORIZED AND AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage (Please Initial and Sign):

I hereby elect to purchase Terrorism coverage for certified acts of terrorism for a prospective premium of \$ 1% of premium

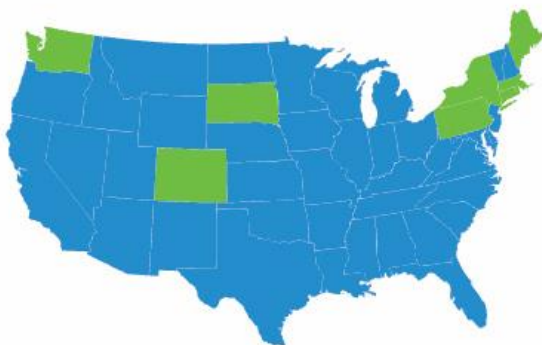
I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policy Holder Name

Date



CLIENTS & PARTNERS

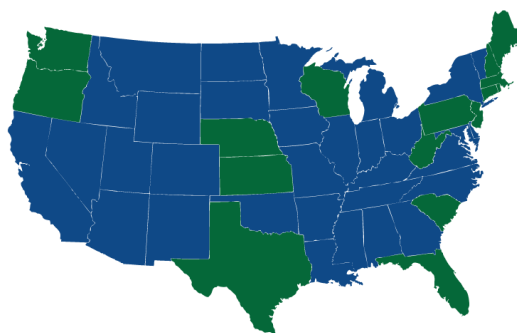


● *Active & Interested Utilities*

ASSOCIATION PARTNERS INCLUDE

National Rural Water Association (NRWA), Tennessee Association of Utility Districts (TAUD), Georgia Rural Water Association (GRWA), North Carolina Rural Water Association (NCRWA), Alabama Rural Water Association (ARWA), Alliance of Indiana Rural Water Association (AIRWA), Illinois Rural Water Association (IRWA), Iowa Rural Water Association (IRWA), Rural Water Association of Arizona (RWAA), Arkansas Rural Water Association (ARWA), California Rural Water Association (CRWA), Michigan Rural Water Association (MRWA), Delaware Rural Water Association (DRWA), Kentucky Rural Water Association (KRWA), Maryland Rural Water Association (MRWA), New Mexico Rural Water Association (NMRWA), Mississippi Rural Water Association (MRWA), Ohio Rural Water Association (ORWA), Virginia Rural Water Association (VRWA), Rural Water Association of Utah (RWAU), Idaho Rural Water Association (IRWA), New York Rural Water Association (NYRWA), (Nevada Rural Water Association (NvRWA), Montana Rural Water Systems (MRWS), Louisiana Rural Water Association (LRWA).

● *Active Rural Water Association Partner*



INSURANCE PROVIDERS INCLUDE

Hanover Insurance Company, Virginia Surety Company, Inc.



THANK YOU





City Council Agenda Memo

DATE: May 8, 2023
TITLE: CPL Consulting Proposal
PRESENTED BY: Allison Martin, City Manager

AGENDA ITEM DESCRIPTION:

CPL Consulting Proposal

HISTORY/PAST ACTION:

As part of the process to review the delivery of Community Development Services, staff researched several options related to providing these services to our citizens and those that wish to invest in our community. A proposal from this firm is attached and reflects an on-call status and an exhibit of hourly rates. The use of a professional firm with staff that are trained in the field of planning is very beneficial to communities.

FINANCIAL IMPACT:

A budget amendment could be required depending on use.

RECOMMENDATION:

Staff recommends approval of this agreement

SUGGESTED MOTIONS:

n/a

ATTACHMENTS:

CPL On-call proposal



May 9, 2023

J. Douglas Parks
81 Crown Mountain Place, Suite C-100
Dahlonega, Georgia 30533

VIA EMAIL

RE: City of Dahlonega
On-Call Planning Services Proposal

Dear Mr. Parks

CPL Architecture, Engineering, and Planning is pleased to offer this proposal for planning services provided on an on-call basis. The benefit of engaging in this type of contract is the depth of experience that our firm brings to a City's planning and engineering challenges. We have access to over 480 professionals – Architects, Engineers, and Planners – and can bring their expertise to bear on issues the City must solve.

Scope of Work

On-call consultant services for planning and development tasks will be provided by CPL on an as-needed, ongoing basis. The professional services to be furnished by CPL may vary according to the City of Dahlonega's needs and include tasks such as management of the City's boards, development and presentation of staff reports, management of planning and zoning processes, and any other tasks assigned by City personnel to effectively run the planning and zoning services offered by the City. The actual services to be provided may be charged hourly or may be described in specific Task Orders for each assignment, based on the City's preference. We anticipate that Rebecca Keefer will manage the work performed, and major contributions to the services will be performed by our planning team members.

Fee Proposal

CPL will perform the above referenced scope of work as indicated in the hourly rates listed in Appendix 'B.' If the City would like a fee proposal based on a specific project scope, CPL will develop a separate Task order, as-needed.

Direct expenses will be billed at cost plus 15%. Direct expenses include, but are not limited to, reproduction cost, courier service, mileage, telephone/fax cost, etc.

TERMS AND CONDITIONS:

This agreement shall be administered in accordance with the Terms and Conditions listed in Appendix "A" and the hourly rates listed in Appendix "B" attached hereto.

This document, together with the exhibits and/or appendices identified herein, constitutes the entire understanding between Dahlonega and CPL with respect to the work to be performed by CPL for the benefit of the City of Dahlonega and may only be modified in writing signed by both parties. Please sign and return the enclosed copy of this letter if this document

3011 Sutton Gate Dr.
Suite 130
Suwanee, GA 30024
770.831.9000 TEL
CPLTeam.cd

satisfactorily sets forth the understanding of the arrangement between the City of Dahlonega and CPL. Receipt of the signed agreement will serve as our notice to proceed. This Contract will be open for acceptance for sixty days from the date of this letter.

We look forward to working with you on this project.

Sincerely,

CPL ARCHITECTURE ENGINEERING & PLANNING



Kevin J. McOmber, P.E.
Executive Vice President

cc: file

Approved By: _____
Print Name

Signature: _____ Date: _____

Invoice Instructions:

Add the following project identifier or Purchase Order No. _____

Send our Invoice to the following email address: _____

Reference the following physical address: _____

APPENDIX "A"

TERMS AND CONDITIONS

1. CPL Architecture, Engineering, and Planning (hereinafter CPL) shall perform the services defined in this Letter Agreement and Client agrees to pay CPL for said services as set forth in the agreement. In providing services under this Agreement, CPL shall perform in a manner consistent with and limited to that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. CPL makes no warranty, express or implied, as to its professional services rendered under this Agreement. Accordingly, the Client should prepare and plan for clarifications and modifications, which may impact both the cost and schedule of the Project.

2. All documents including Drawings and Specifications prepared by CPL are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CPL for the specific purpose intended will be at Clients sole risk and without liability or legal exposure to CPL; and Client shall indemnify and hold harmless CPL from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CPL to further compensation at rates to be agreed upon by Client and CPL.

3. Client agrees to additionally compensate CPL for services resulting from significant changes in general scope of Project, for revising previously accepted reports, studies, design documents, or Contract Documents, or for delays caused by others rather than CPL.

4. Construction cost estimates prepared by CPL represents CPL's best judgment as professionals familiar with the construction industry. It is recognized, however, that CPL has no control over cost of labor, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding or market conditions. CPL cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from cost estimates prepared by CPL.

5. If requested by Client or if required by the scope of services of the Agreement, CPL shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, CPL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. CPL shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

6. Surveying will be provided as stated in the Agreement. Surveying provided on an hourly basis will be charged with a 4-hour minimum at the hourly rates in effect at the time the service is performed. Replacement of survey markers resulting from contractor disturbance or vandalism will be accomplished on an hourly basis.

7. The cost of permits, fees, toll telephone calls, courier service, reproduction of reports, Drawings, and Specifications, transportation in connection with the Project, and other out of pocket expenses will be reimbursed to CPL by Client at cost plus 15%.

8. CPL shall submit monthly statements for services rendered and for reimbursable expenses incurred. Statements will be based upon CPL's time of billing. Payment is due upon receipt of CPL's Statement. If Client fails to make any payment due CPL for services and expenses within 30 days after the date of CPL's statement therefore, the amounts due CPL shall include a charge at the rate of 1.5% per month (18% per annum), or portion thereof, from said 30th day, and, in addition, CPL may, after giving 7 days' written notice to Client,

suspend services under this Agreement until CPL has been paid in full all amounts due CPL are collected through an attorney or collection agency, Client shall pay all fees and costs of collection.

9. This Agreement may be terminated by either party upon 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating termination, or in the event Project is cancelled. In the event of termination, CPL shall be paid the compensation plus Reimbursable Expenses due for services performed to termination date.

10. This Agreement shall be governed by the laws of the State Georgia. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$150,000 or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds. In the event the Client does not wish to limit the Consultant's professional liability, the Consultant agrees to waive this limitation upon written notice from the Client and agreement of the Client to pay 25% of the Consultant's total fee within five (5) calendar days after this agreement is fully executed. This additional fee is in consideration of the greater risk involved in performing work for which there is no limitation of liability.

11. The services to be performed by CPL under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of CPL toward any persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

12. Client and CPL each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.

APPENDIX "B"
CPL HOURLY RATES

PRINCIPAL	\$240 - \$290/HR
PROJECT MANAGER	\$210 - \$240/HR
SR. ENGINEER / SR. ARCHITECT/ SR. PLANNER / SR. INSPECTOR	\$ 165 - \$185/HR
STAFF ENGINEER / ARCHITECT / PLANNER / INSPECTOR	\$ 135 - \$165/HR
JR. ENGINEER / JR. ARCHITECT / JR. PLANNER / JR. INSPECTOR	\$ 105 - \$135/HR
DESIGNER / DRAFTPERSON	\$ 85 - \$105/HR
JR. DESIGNER / JR. DRAFTPERSON / JR. PLANNER	\$ 70 - \$85/HR
SECRETARIAL	\$ 65/HR
AUTO MILEAGE	IRS RATE + 15%
MISCELLANEOUS	COST PLUS 15%

Effective January 1, 2023



City Council Agenda Memo

DATE: May 8, 2023
TITLE: Charles Abbott and Associates – Agreement for Services
PRESENTED BY: Allison Martin, City Manager

AGENDA ITEM DESCRIPTION:

CAA Agreement for Services

HISTORY/PAST ACTION:

As part of the process to review the delivery of Community Development Services, staff have researched several options related to providing these services to our citizens and those that wish to invest in our community. A proposal from this firm has been requested, and once received, it will be shared.

FINANCIAL IMPACT:

This will require a change to the fee schedule.

RECOMMENDATION:

It is the recommendation of staff that we explore this option.

SUGGESTED MOTIONS:

n/a

ATTACHMENTS:

Proposal – private packet
