



CITY OF DAHLONEGA

Council Meeting Agenda

September 06, 2022, 6:00 PM

Gary McCullough Chambers, Dahlongega City Hall

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

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

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 Public Hearing Minutes, August 1, 2022
Danna Foster, Assistant City Clerk
- b. City Council Meeting Minutes, August 1, 2022
Danna Foster, Assistant City Clerk
- c. Work Session Minutes, August 15, 2022
Danna Foster, Assistant City Clerk
- d. City Council Special Called Meeting Minutes, August 15, 2022
Danna Foster, Assistant City Clerk

APPOINTMENT/RECOGNITION

- 1. National Long-Term Care Resident's October 2022 Proclamation
JoAnne Taylor, Mayor

ANNOUNCEMENT/CITY REPORTS:

- 2. Financial Report - July 2022
Allison Martin, Finance Director

OLD BUSINESS:

- 3. Reservoir Restroom Update
Mark Buchanan, City Engineer
- 4. Morrison Moore Pedestrian Bridge & Sidewalk Revisions
Mark Buchanan, City Engineer
- 5. Annual Asphalt Patching and Leveling Project #2022-015
Vince Hunsinger, Capital Projects Manager

NEW BUSINESS:

- 6. TSPLOST Distribution, Joint Project, Future Inter-Governmental Agreement (To be Negotiated)
Mark Buchanan, City Engineer

7. Government Finance Acquisition Administration Compliance - Municipal Funding Acquisition Agreement

Allison Martin, Finance Director

8. Executive Session - Land Acquisition

JoAnne Taylor, Mayor

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 Public Hearing Minutes

August 01, 2022, 6:00 PM

Gary McCullough Chambers, Dahlonge City Hall

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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 Dahlonge's resources.

PRESENT

Mayor Pro Tem Ron Larson
Councilmember Roman Gaddis
Councilmember Johnny Ariemma
Councilmember Ryan Reagin
Councilmember Ross Shirley
Councilmember Lance Bagley

ABSENT

Mayor JoAnne Taylor

CALL TO ORDER

Mayor Pro Tem Larson called the meeting to order at 6 pm and offered well wishes of recovery to Mayor Taylor.

NEW BUSINESS:

Public Hearing:

1. Public Hearing on Proposed FY 2023 Budget

Allison Martin, Finance Director

Mayor Pro Tem Larson spoke about the process for the 2023 Budget and offered the public to come forward and ask any questions. As no one came forward or expressed an interest in speaking, Mayor Pro Tem Larson explained the process would move forward with the development of the budget.

ADJOURNMENT

Mayor Pro Tem Larson asked for a motion to adjourn at 6:02 pm

Motion made by Councilmember Gaddis, Seconded by Councilmember Bagley.

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



CITY OF DAHLONEGA Council Meeting-Amended Minutes

August 01, 2022, 6:00 PM

Gary McCullough Chambers, Dahlongega City Hall

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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 Dahlongega's resources.

PRESENT

Mayor Pro Tem Ron Larson
Councilmember Roman Gaddis
Councilmember Johnny Ariemma
Councilmember Ryan Reagin
Councilmember Ross Shirley
Councilmember Lance Bagley

ABSENT

Mayor JoAnne Taylor

CALL TO ORDER AND WELCOME

Mayor Pro Tem Larson called the meeting to order at 6:04 pm.

PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Councilmember Gaddis led the prayer, and Councilmember Bagley led the pledge.

APPROVAL OF AGENDA

Mayor Pro Tem Larson called for approval of the agenda.

Motion made by Councilmember Ariemma, Seconded by Councilmember Shirley.

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

PUBLIC COMMENT – PLEASE LIMIT TO THREE MINUTES

no comments

APPROVAL OF MINUTES -

- a. City Council Meeting Minutes, July 5, 2022
Danna Foster, Assistant City Clerk
- b. Council Work Session Minutes of July 18, 2022
Danna Foster, Assistant City Clerk
- c. City Council Public Hearing Minutes, July 18, 2022
Danna Foster, Assistant City Clerk

Mayor Pro Tem Larson noted each set of minutes, called for approval on all of them, and asked for a recommendation on the minutes of the meetings.

Motion made by Councilmember Shirley to accept all minutes, Seconded by Councilmember Bagley. Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley

APPOINTMENT/RECOGNITION: There were no appointments or recognition.

ORDINANCE AND RESOLUTION:

1. Ordinance 2022-08: Ordinance to provide for the annexation of property located at 1089 Calhoun Road

Doug Parks, City Attorney

Mayor Pro Tem Larson introduced the item and asked for any comments from City Attorney Parks. City Attorney Parks indicated the public hearings were held as customarily scheduled and recommended approval.

Mayor Pro Tem Larson called for a motion.

Motion made by Councilmember Gaddis, Seconded by Councilmember Shirley.

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

Voting Abstaining: Councilmember Reagin

2. Ordinance 2022-11: Ordinance to change a portion of the existing PUD for Crown Mountain Overlook from Multi-Family to Single-Family

Doug Parks, City Attorney

Mayor Pro Tem Larson reminded the Council of the previous Public Hearing and asked for a motion.

Motion made by Councilmember Bagley, Seconded by Councilmember Shirley.

Council discussed the need for appropriate housing.

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

ANNOUNCEMENT/CITY REPORTS:

3. Crosswalk Safety Program

Stacy Jarrard, Lumpkin County Sheriff

Sheriff Stacy Jarrard made a video presentation about Crosswalk Safety. His video included orange flags on both sides of the street to help with the visibility of pedestrians crossing the road. He brought an example and explained they would need a more extended handle and a reflective stripe. Council discussed the idea in general and asked Chief Albert to follow up.

4. Morrison Moore Pedestrian Bridge & Sidewalk (GDOT PI 0016629) Public Outreach

Mark Buchanan, City Engineer

City Engineer Buchanan guided the public through a 15-minute informational slide show presentation and invited comments at the meeting. He noted that comment cards were

available, and the community could contact him personally by email or phone for additional information.

He detailed the sidewalk to start from the Walmart entrance to the Lake Zwerner Boat Ramp and explained the pedestrian bridge would be next to the highway.

A TAP grant funds this project. The City is responsible for 20%, and GDOT is responsible for 80%. The design allows for the stormwater to be piped underneath.

Mayor Pro Tem Larson asked for any additional comments and questions from the public, and there were none.

Council discussed some of the aesthetics of the bridge and nearby bridges and the safety concerns with the current walkway.

OLD BUSINESS:

5. Local Option Sales Tax - Joint Agreement Discussion

JoAnne Taylor, Mayor

Mayor Pro Tem Larson discussed the Local Option Sales Tax, also known as LOST. The current local split is 75% County and 25% City. The state has laid out an eight-point plan to determine what the split should be. The City received a resolution document from the County where the recommendation is the split remains the same. City staff would like to entertain more dialogue. Mayor Pro Tem Larson indicated he would consider a motion from Council for action on this item.

Councilmember Ariemma made a motion to move forward to another mediation with the County at a later date. Seconded by Councilmember Gaddis.

Mayor Pro Tem Larson opened the floor for discussion. Councilmember Shirley reminded Council there was a timeframe in which this had to be resolved.

Mayor Pro Tem Larson detailed the timeline.

Council discussed the changes in the city over the last ten years and ensured the City is doing its best for the citizens in the future and keeping the property taxes down.

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

NEW BUSINESS:

COMMENTS – PLEASE LIMIT TO THREE MINUTES

City Clerk Csukas updated the distilled package store license process in which three applications were received. A discussion ensued regarding the lottery system and its function.

City Attorney Parks acknowledged the LOST next step would be a letter of response to the County. He had previously identified a mediator and will provide that information to Council.

Interim City Manager Lewis had no additional comments.

Councilmembers Bagley, Reagin, Gaddis, and Ariemma had no additional comments.

Councilmember Shirley acknowledged the audience and thanked the community for their involvement stating that community participation makes a difference. He indicates their support as Council discusses housing, the businesses downtown, the potential growth, and look at strategies, and some of the past practices, and we need to take a hard look at what we are doing. He wants to ensure smart growth for the City and maintain a viable and vibrant community. The community input is appreciated.

Mayor Pro Tem Larson expressed a wish to the Mayor for her return to good health quickly.

ADJOURNMENT

Mayor Pro Tem Larson called for a motion to adjourn at 6:46 pm.

Motion made by Councilmember Gaddis, Seconded by Councilmember Reagin.

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



CITY OF DAHLONEGA Council Work Session Minutes

August 15, 2022, 4:00 PM

Gary McCullough Council Chambers, Dahlongega City Hall

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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 Dahlongega's resources.

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.

BOARDS & COMMITTEES:

1. Cemetery Committee—July 2022

Chris Worick, Committee Chairman

Chairman Worick was not in attendance. Mayor Taylor mentioned the next big thing would be the resodding of Memorial Park.

2. Downtown Dahlongega – July 2022

Ariel Alexander, Downtown Manager

Mayor Taylor announced the item was in the packet and asked for questions. As there were none, she moved to the next item.

TOURISM: Sam McDuffie, Tourism Director

Mr. McDuffie was not in attendance.

Councilmember Gaddis arrived at 4:01 pm.

DEPARTMENT REPORTS:

3. Community Development – July 2022

Jameson Kinley, Planning and Zoning Administrator

4. Dahlongega Police Department – July 2022

George Albert, Chief of Police

5. Finance and Administration Department - July 2022
Allison Martin, Finance Director
6. Public Works—July 2022
Mark Buchanan, PW Director/City Engineer
7. Water & Wastewater Treatment Department Report - July 2022
John Jarrard, Water/Wastewater Treatment Director
Mayor Taylor announced the reports were included with the packet and asked if there were any questions.
Councilmember Shirley asked for an update on the Barlow Rd Pump Station. Director Jarrard let Council know they were still waiting on the specs of the pumps.
Councilmember Ariemma asked about lead and mercury testing. Director Jarrard indicated they test at the reservoir and have never had a hit.

ITEMS FOR DISCUSSION:

8. Housing Needs Assessment
JoAnne Taylor, Mayor
Mayor Taylor announced the item and asked for any further discussion.
The Mayor and council discussed aspects of the study.
9. Discussion of the 1687 Morrison Moore Parkway Parcel
JoAnne Taylor, Mayor
Mayor and Council discussed the property and decided it should be brought to an executive session for in-depth discussion.
10. Upcoming TSPLOST and Lumpkin County IGA
Mark Buchanan, City Engineer
Interim City Manager Lewis indicated there had been a meeting on August 1, 2022, and we agreed to disagree on the breakdown of monies. They discussed the Auraria Road/Rte. 9 intersections.
11. Government Finance Acquisition Administration Compliance - Municipal Funding Acquisition Agreement
Allison Martin, Finance Director
Mayor Taylor announced the item and invited Director Martin to present.
Director Martin indicated this firm specializes in finding additional funds and offers this service. She explained the benefits of using a firm such as this. Jo Smith, a representative with GFAB, reassured Council they only get paid if they find money, and it is distributed to the City. Director Martin explained she would bring all opportunities to Council to look at. This opportunity is more of a partnership.
12. Reservoir Restroom Project 2022-004 Update
Allison Martin, Finance Director
Director Martin was under the impression Lumpkin County would contribute 46% of the project. She learned that is not the case, and County is only willing to do maintenance. The City will bear 100% of the cost. Council discussed the location of the restroom and each park's usage. After discussion, Mayor Taylor indicated it seemed the sentiment of

the Council was to leave it at the Boat Ramp. Director Martin said she, Manager Hunsinger, and Director Buchanan would review the budget for the additional funding.

Council recommended a sign on the building indicating the bathrooms were provided by the City and maintained by the County.

13. Downtown Tree Work

Mark Buchanan, City Engineer

Mayor Taylor indicated she forwarded the Arborists and Tree Committee reports to Council. The pecan tree in front of Spirits has been recommended to be removed as a dangerous tree as it is leaning over the road at an angle of 30 degrees. This tree will be replaced with two trees—one at the exact location and one at Pueblos. Mayor Taylor emphasized this is the only tree.

Council discussed building up the planters for more room to hold the root system and concerns with the misinformation on social media.

14. Morrison Moore Pedestrian Bridge & Sidewalk Revisions

Mark Buchanan, City Engineer

Mayor Taylor announced the topic as Director Buchanan was unavailable. This bridge addresses public safety, and GDOT requests another bridge foundation recommendation. We do not have exact design costs.

15. Annual Asphalt Patching and Leveling Project #2022-015

Vince Hunsinger, Capital Projects Manager

Mayor Taylor announced the project, and Manager Hunsinger stated there was only one proposal that came in. The respondent was Raines, with an increase of \$31/ton.

COMMENTS – PLEASE LIMIT TO THREE MINUTES

City Clerk Csukas had no additional comments.

Interim City Manager Lewis indicated he enjoyed being with the City.

City Attorney Parks had no comments this evening.

Councilmember Bagley asked if the Reservoir restrooms could be funded through TSPLOST.

Councilmember Reagin asked about dividers previously discussed for pedestrian safety on the bridge at the Reservoir. RR- RL point, dividers at the pedestrian bridge. Councilmember Larson clarified the style of the separating tool.

Councilmember Larson asked for a Head house update. Director Martin indicated the schedule has not changed and is set for September 20th.

Councilmember Gaddis indicated when the Morrison Moore Bridge was repaved; the county tried to get dividers in place. DOT would not allow them; they would only shift the lane to the right and put the reflector bumpers in place. Director Martin stated she texted Mark, and he indicated they did not respond to his request.

Councilmember Ariemma gave a warm welcome back to Jennifer Ramsey from the Nugget.

Councilmember Shirley thanked the staff for their answers to questions.

Mayor Taylor stated Lumpkin County is now a medium transmission area. Numbers have escalated. The Georgia environmental finance authority has a new executive director, Hunter Hill, who is a previous senator. GEFA provides low-interest loans for water systems.

ADJOURNMENT

Mayor Taylor called for a motion to adjourn at 4:51 pm.

Motion made by Councilmember Larson, Seconded by Councilmember Shirley.

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



CITY OF DAHLONEGA

City Council Special Called Meeting Minutes

August 15, 2022, 4:00 PM

Gary McCullough Chambers, Dahlonge City Hall

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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 Dahlonge's resources.

PRESENT

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

CALL TO ORDER AND WELCOME

Mayor Taylor called the meeting to order at 4:51 pm.

APPROVAL OF AGENDA

Mayor Taylor indicated a change to the agenda to remove the executive session.

Motion made by Councilmember Gaddis, Seconded by Councilmember Larson.

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

NEW BUSINESS

1. Housing Needs Assessment

JoAnne Taylor, Mayor

Mayor Taylor called for a motion.

Motion to approve made by Councilmember Gaddis, Seconded by Councilmember Larson.

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

Voting Nay: Councilmember Shirley

2. Recipient of the First Licensing Cycle Distilled License

Doug Parks, City Attorney

Mayor Taylor announced the item and turned the item over to City Attorney Parks, who indicated last week that the lottery process was completed. Gold Rush Spirits LLC was the first awardee. He asked that the Council approve the City License for this.

Motion to approve the Distilled Spirits Package for Gold Rush Spirits LLC made by Councilmember Shirley, Seconded by Councilmember Reagin.

Mayor Taylor asked for any discussion.

Council discussed options for the building on the application and their opportunity to change locations. They also discussed the process of changing location, the option of a second drawing, and the process if the first recipient defaults within their 8-month opening time frame. Council also congratulated Gold Rush Spirits LLC and welcomed them to the community.

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

3. Ordinance 2022-10: An ordinance to provide for further clarification regarding prohibited signage

Doug Parks, City Attorney

Mayor Taylor announced a minor change to the signage ordinance and offered City Attorney Parks to share the details. City Attorney Parks reminded the Council of the discussion at a prior Work Session. This item is being referred to the Planning Commission for discussion on the particulars of signage. City Attorney Parks clarified that the motion is to refer.

Mayor Taylor called for a motion to refer.

Motion to refer made by Councilmember Ariemma, Seconded by Councilmember Reagin.

Council discussed the reason to refer to Planning Commission. City Attorney Parks clarified that sign regulations are the nature of land use regulation. To adopt a sign regulation, the law requires you to follow the zoning procedures for anything relevant to land use regulation. The Planning Commission must be presented the item to satisfy the regulations pertaining to land use law. City Attorney Parks explained further that a Supreme Court case known as the Reed case

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

4. Public House of Dahlongega

Doug Parks, City Attorney

Mayor Taylor began the introduction of this item, and Councilmember Reagin recused himself from the item. Mayor Taylor continued introducing the item as the Application for Consumption on Premise Alcohol Beverage License for the Public House of Dahlongega.

City Attorney Parks explained this has been done in the past where there were delays on the final background checks and asked to approve a motion to allow subsequent administrative approval of the license for Public House of Dahlongega once the favorable background checks on one remaining partner come back. When it comes in, the license can be issued.

Mayor Taylor called for a motion.

Motion to approve the Consumption on Premise Alcohol Beverage License to Public House made by Councilmember Shirley, Seconded by Councilmember Larson.

Mayor Taylor and City Attorney Parks indicated the need to restate the motion conditional to the receipt of a favorable background check.

Councilmember Shirley restated his motion to approve the Consumption on Premise Alcohol Beverage License to the Public House of Dahlonga with conditions of approved results of a pending background check of a Partner of the Public House of Dahlonga. Seconded by Councilmember Larson.

Mayor Taylor called for any discussion, and there was none.

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

Vote abstaining: Councilmember Reagin

5. Resolution 2022-13

Allison Martin, Finance Director

Mayor Taylor introduced the item.

Director Martin advised Council that this was the Resolution for approval of the 2023 Budget. She thanked Council for their time in reviewing the budget and providing feedback. Received the latest allocation on ARPA, which will go to the Park Street Project.

Mayor Taylor called for a motion.

Motion to approve made by Councilmember Ariemma, Seconded by Councilmember Reagin

Council and Director Martin commended the staff for their input and cooperation.

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

6. 2022 Tax Digest and Millage Rate

Allison Martin, Finance Director

Mayor Taylor announced the item and turned it over to Director Martin.

Director Martin stated she reviewed the calculated rollback and indicated it would generate about \$9k less, which she was able to adjust for in the budget. Director Martin discussed that she looked hard for a further reduction to the milage rate. The City is taking the full rollback.

Councilmember Bagley made a motion to adopt Ordinance 2022-14 approving the use of the county assessment for the tax year 2022, establishing a millage rate of 4.558 for the tax year 2022, and authorizing the County Tax Commissioner to bill and collect property tax on behalf of the City. Seconded by Councilmember Larson.

Mayor Taylor called for discussion, and there was none.

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

7. Executive Session-Personnel Matters- this item was removed from the Agenda.

ADJOURNMENT

Mayor Taylor called for a motion to adjourn at 5:15 pm

Motion to adjourn made by Councilmember Shirley, Seconded by Councilmember Gaddis.

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



Inspiring **Unity** within **Our Community**

National Consumer Voice for Quality Long-Term Care

October is **Residents' Rights Month**, an annual event designated by Consumer Voice to honor residents living in all long-term care facilities and those receiving care in their home or community. It is an opportunity to focus on and celebrate the dignity and rights of every individual receiving long-term services and supports.

A History of Celebrating Residents' Rights

One way to honor residents receiving long-term care is by celebrating Residents' Rights Month. This is an opportunity to show tribute to residents and support long-term care ombudsmen, citizen advocates, facility staff and family members who work to promote and support residents' rights. Setting aside a month to focus on rights is an effective way to ensure this important topic is recognized in your community, facility or state.

Residents' Rights Month is celebrated each October and is designated by the National Consumer Voice for Quality Long-Term Care* (the "Consumer Voice"), each year to highlight residents living in all long-term care settings. It is a time to reflect on the importance of the Nursing Home Reform Law of 1987 that promises quality of life, quality of care and rights for each resident. During this month, the Consumer Voice also gives special recognition to the work of thousands of individuals who collaborate daily to help assure dignity, privacy and other basic human rights - often taken for granted in the community - are maintained as an integral part of the lives of residents living in long-term care settings.

Residents' Rights Month originated as Residents' Rights Week in 1981 at a Consumer Voice annual meeting. Several nursing home residents in attendance from across the United States decided it would be special for all residents if time were set aside to celebrate residents and their rights, separate from annual National Nursing Home Week events always held in May. The Consumer Voice organized a successful petition drive to persuade Congress to designate a "Residents' Rights Day." Senator Claude Pepper (D-FL) and Senator David Pryor (D-AR) responded by introducing a Congressional Resolution for that purpose.

The Consumer Voice was also successful in making arrangements to take five nursing home residents to the White House to meet with President Jimmy Carter's Special Counselor on Aging, Dr. Harold Sheppard. The residents who attended were Janet Tulloch, Rae Spanover, Joan Knowlton, Ethel Gross and Virginia Caming (all now deceased).

Since 1981, the Consumer Voice has preserved the tradition of celebrating Residents' Rights, and, in 2011, Residents' Rights Week was expanded to Residents' Rights Month. This expansion provides additional time for residents/facility staff, family members, community advocates and ombudsmen to conduct educational programs and festive events to call attention to this important topic.

*formerly NCCNHR

National Long-Term Care Residents' Rights Month will be celebrated in October 2022. Mark your calendars and plan to celebrate! Information and materials for Residents' Rights Month celebrations will be available on the Consumer Voice website at www.theconsumervoice.org
Direct questions to: info@theconsumervoice.org or 202-332-2275

Being a part of a community is essential to our well-being. Throughout the pandemic, residents of long-term care facilities were disconnected from the resident and staff communities within their facilities when activities and group dining were limited. Residents were disconnected from the broader local community when visitation was restricted and many residents were unable to leave their facilities to participate in outside activities. This year's Residents' Rights Month theme - **Inspiring Unity within Our Community** - emphasizes the importance of fostering meaningful community within the facility and encouraging residents' connection to their local community.



Thank you for working to make Residents' Rights Month special and meaningful for all involved. Please remember to share information about how you will be celebrating Residents' Rights Month; the Consumer Voice would like to highlight your celebrations on our website. If you have questions, contact info@theconsumervoice.org.



National Long-Term Care Residents' Rights October 2022 Proclamation

Inspiring Unity within Our Community

Whereas, there are 1.3 million individuals living in 15,600 nursing homes; and over 800,000 individuals living in 28,900 assisted living/residential care facilities in the U.S.; and

Whereas, the federal Nursing Home Reform Act of 1987 guarantees residents their individual rights in order to promote and maintain their dignity and autonomy; and

Whereas, all residents should be aware of their rights so they may be empowered to live with dignity and self-determination; and

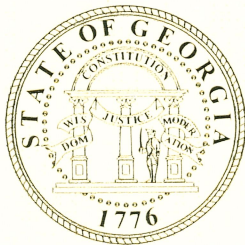
Whereas, we wish to honor and celebrate these citizens, recognize their rich individuality, and reaffirm their right to vote and participate politically, including the right to have a say in their care; and

Whereas, individuals and groups across the country will be celebrating Residents' Rights Month with the theme- **Inspiring Unity within Our Community** – emphasizing the importance of fostering meaningful community within the facility and encouraging residents' connection to their local community.

Now, therefore, I, JoAnne Taylor, Mayor of the City of Dahlonaga, do hereby proclaim October 2022 as **National Long-Term Care Residents' Rights Month**, in the City of Dahlonaga, and encourage all citizens to join me in these important observances.

Signed this ____ day of _____ 2022

Mayor



BY THE GOVERNOR OF THE STATE OF GEORGIA

A PROCLAMATION

LONG-TERM CARE RESIDENTS' RIGHTS MONTH

- WHEREAS:** The State of Georgia has approximately 371 nursing facilities and 2,728 personal care homes/assisted living communities with the capacity to serve nearly 86,955 residents; and
- WHEREAS:** It is important to recognize the federal and state law guarantees of long-term care residents' rights that promote and maintain resident dignity and autonomy; and
- WHEREAS:** All residents in the State of Georgia should be aware of their rights so they can be empowered to live with dignity and self-determination; and
- WHEREAS:** We wish to honor and celebrate these residents living in long-term care facilities, to recognize their rich histories and talents, their individuality, and the importance of their right to continue to have a say in their lives and their care; and
- WHEREAS:** Individuals and groups across the country will be celebrating Residents' Rights Month with the theme – "Inspiring Unity Within Our Community" – emphasizing the importance of fostering meaningful community within the facility and encouraging residents' connection to their local community; and
- WHEREAS:** The Georgia Long-Term Care Ombudsman Program, authorized by the Older Americans Act and Georgia Law, was established in 1979 to improve the quality of care and quality of life for residents living in long-term care facilities; now
- THEREFORE:** I, BRIAN P. KEMP, Governor of the State of Georgia, do hereby proclaim October 2022 as LONG-TERM CARE RESIDENTS' RIGHTS MONTH in Georgia.

In witness thereof, I have hereunto set my hand and caused the Seal of the Executive Department to be affixed this 24th day of August in the year of our Lord, Two Thousand and Twenty-Two.



B. P. Kemp

GOVERNOR

ATTEST

Martha K. L. Smith

CHIEF OF STAFF



The National
CONSUMER VOICE
for Quality Long-Term Care
formerly NCCNHR



2020 Annual Report

Our Vision & Mission

The National Consumer Voice for Quality Long-Term Care (Consumer Voice) is the leading national voice representing consumers in issues related to long-term care, helping to ensure that consumers are empowered to advocate for themselves. We are a primary source of information and tools for consumers, families, caregivers, advocates, and Ombudsman program representatives to help ensure quality care for the individual.

To carry out our mission, we:

- Advocate for public policies that support quality care and quality of life responsive to consumers' needs in all long-term care settings.
- Empower and educate consumers and families with the knowledge and tools they need to advocate for themselves.
- Train and support individuals and groups that empower and advocate for consumers of long-term care.
- Promote the critical role of direct-care workers and best practices in quality-care delivery.

The Consumer Voice envisions a world in which all consumers of long-term care, services, and supports are treated with respect and dignity and have a wide range of affordable, quality options across all settings. These options will make it possible for individuals to receive care and services in the location and manner of their choice and to attain a high quality of life.

Consumer Voice Staff

Lori Smetanka, J.D., *Executive Director*

Robyn Grant, M.S.W., *Director, Public Policy and Advocacy*

Amity Overall-Laib, M.A., *Director, National Long-Term Care Ombudsman Resource Center*

Jocelyn Bogdan, J.D., *Program and Policy Specialist*

Sam Brooks, J.D., *Project Manager*

Carol Scott, *Ombudsman Specialist*

Alejandra Ona, M.S., *Manager of Finance and Operations*

Christina Steier, *Communications and Membership Coordinator*

Katie Kohler, *Associate, Program and Outreach*

Libby Laubert, *Program Associate*

Jamie Freschi, *Consultant*

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Altarum

Joy Nathan Stern
Family Advocate

Dick Weinman
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Nevada State Long-Term Care
Ombudsman

Protecting residents during COVID-19

With the emergence of the COVID-19 pandemic, Consumer Voice advocated for support and protection for residents; raised awareness about the resident experience, including the significant impact of isolation and separation from family caregivers; and kept our network of consumers and advocates informed of the latest policies, resources, tools, and tips.

Consumer Voice advocacy centered around:

- The critical need for adequate **PPE, Testing, and Vaccines** for residents and staff to help prevent the spread of COVID-19;
- Efforts to **Reunite Residents and Families**, separated due to the visitation ban imposed by federal and state governments, the resulting **isolation and neglect**; and the importance of essential support and compassionate care for residents;
- Reinstatement of **oversight by surveyors** to address serious care issues and rights violations occurring during the pandemic;
- Support for staff, including hazard pay, benefits (e.g., paid sick leave), and training; and
- Public reporting of COVID data in long-term care facilities, i.e., number of cases, deaths, etc.

Opposing immunity for providers

Immunity for long-term care facilities removes necessary protections for residents and increases the risk of harm to residents and staff. A federal proposal would have barred all lawsuits except those showing gross negligence, a standard that is almost impossible to meet, and even would have prohibited lawsuits in cases involving deliberate short staffing and failure to obtain necessary resources to provide quality care. While Consumer Voice and others were successful in defeating immunity at the federal level, it has been given at the state level through executive order or state legislation in the majority of states. Additional advocacy is needed on this issue.

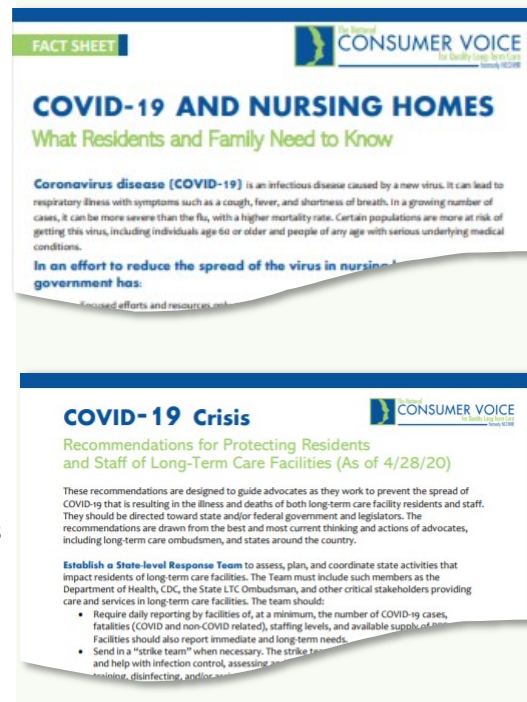
Fighting for better staffing

Although poor staffing has been a chronic problem in nursing homes, it is among the many issues which COVID-19 brought to light in 2020. Consumer Voice advocacy around staffing included:

- Support for **minimum staffing standards** of at least 4.1 hours per resident per day;
- Increasing support for direct care staff by paying a **living wage and benefits**;
- Requiring **registered nurses 24 hours per day**;
- Reinstatement of **training requirements** for certified nurse aides that were waived early in the pandemic; and
- Requiring a full time **infection preventionist** in every nursing home.

Chemical Restraints Consumer Education Campaign

Many residents, particularly those living with dementia, are given off-label antipsychotic drugs to control their behavior rather than individualized care to meet their needs. Through a partnership with AARP Foundation, Consumer Voice is educating consumers about the dangers of antipsychotic drugs, best practices for providing person-centered care, and advocacy strategies when concerns arise.



Programs

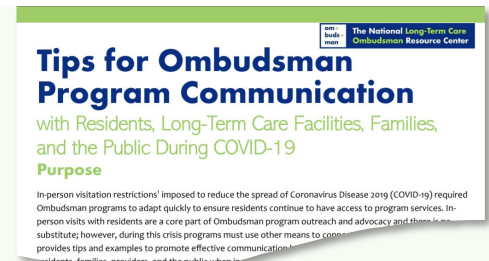
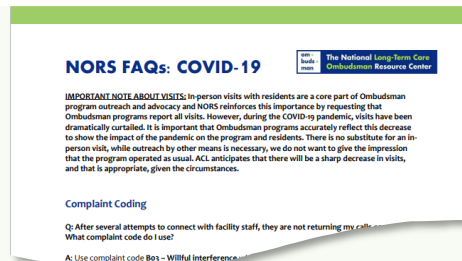
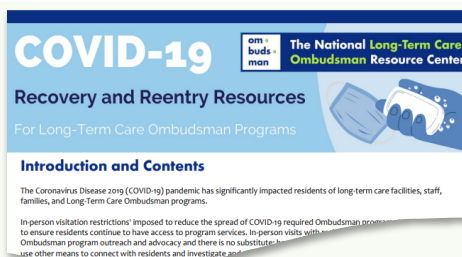
National Long-Term Care Ombudsman Resource Center



The National Long-Term Care Ombudsman Resource Center

Through a grant from the Administration for Community Living, the Consumer Voice operates the National LTC Ombudsman Resource Center (NORC), providing training, technical assistance, and support to the 53 State Long-Term Care Ombudsman Programs and their regional representatives. NORC activities included:

- Weekly calls with State Ombudsmen to share updates and strategies for programs and management and advocacy for residents during COVID-19;
- Development of COVID-19 resources and training including reentry to facilities, safety considerations, responding to complaints, communication, and the impact of trauma and self-care;
- Training, resources, and support for NORS data reporting, including an on-demand training course and release of COVID-19 NORS FAQs;
- Release of an advocacy toolbox on protecting residents from facility-initiated discharges;
- Multiple webinars and trainings for State Ombudsmen and program representatives, including the State Ombudsman Training Conference.

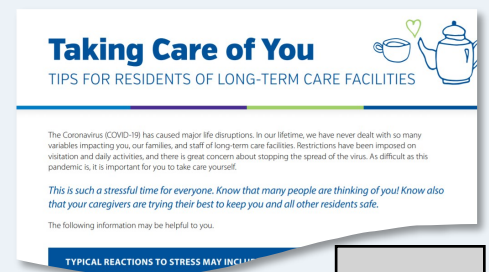
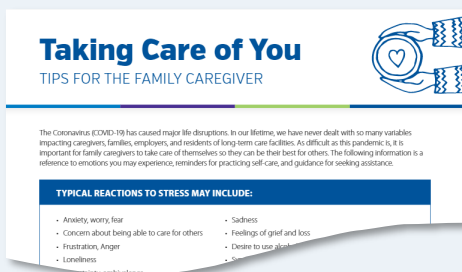


Preventing Inappropriate Transfer-Discharge

Complaints regarding nursing facility-initiated discharges have been the top complaint made to State Long-Term Care Ombudsman Programs for more than 7 years. The Consumer Voice is working with the states of California and Utah to develop training, resources, and consumer information about discharge requirements and rights. More information will be shared in 2021.

Elder Abuse Prevention and Response

As a partner with the National Center on Elder Abuse, the Consumer Voice develops resources and information for consumers and others about the prevention of elder abuse and neglect. Fact sheets, webinars, and podcast recordings are available on the Consumer Voice website.



Education and Outreach

Consumer Voice in the News



Quoted or mentioned in more than **90** articles or news reports.

“ We really do as a society need to relook at how we are providing long-term care in this country...Looking at how we can better ensure quality care in a way that meets the residents’ needs and protects them from things like we’re experiencing today.

- *Lori Smetanka, KUNR*

“ [W]e need a much stronger oversight and enforcement system, because you have a system that’s basically permitting problems to continue year after year, and we are paying the consequences right now.

- *Robyn Grant, Loudoun Times*

Consumer Voice Annual Conference



643 registrants

5 plenary sessions

24 workshops

14 discussion lounges

6 networking sessions

16 sponsors

17 exhibitors

Webinars



Reached **41,047** individuals through **36** webinars.

Technical Assistance Requests



Responded to **2,138** requests for technical assistance and information.

Top 5 request categories:

- COVID-19
- Quality Care Issues
- Ombudsman Program Management
- Issues with Long-Term Care Provider
- Quality of Life Issues

Pursuing Quality Long-Term Care Podcast



Launched our podcast and reached **7,632** listeners.

Residents’ Rights Month



Connection Matters
NATIONAL OMBUDSMAN
VOICE FOR QUALITY
LONG-TERM CARE

133 Resident’s Voice Challenge Submissions.

Website and Social Media

TWITTER

301 tweets
186,684 impressions

FACEBOOK

440 posts
15,788 page views

CV WEBSITE

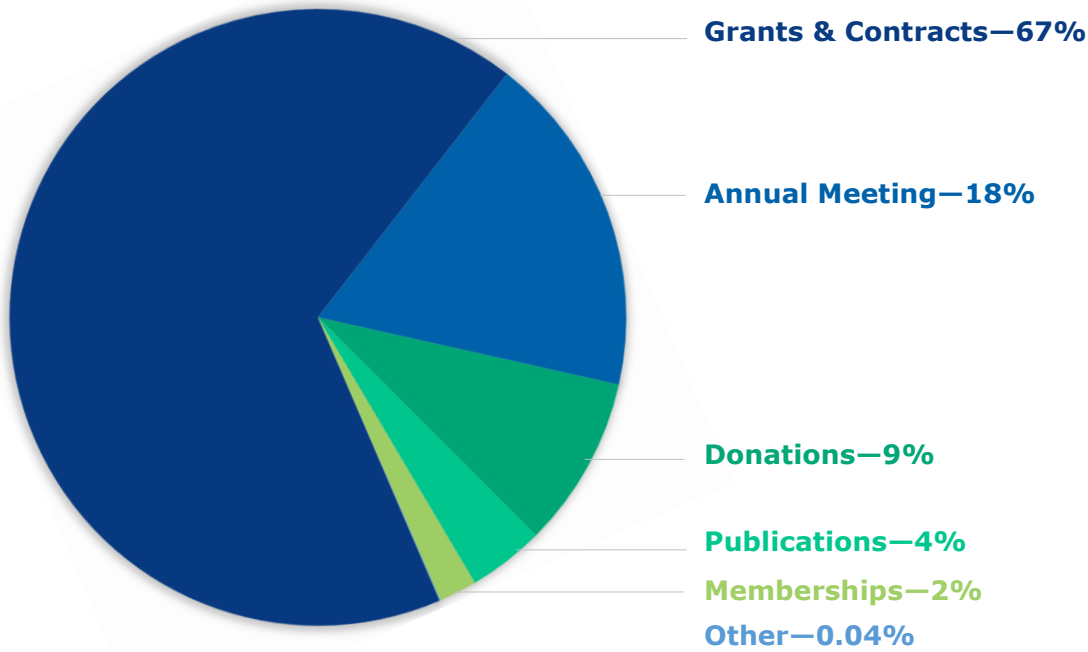
148,000 website visits

NORC WEBSITE

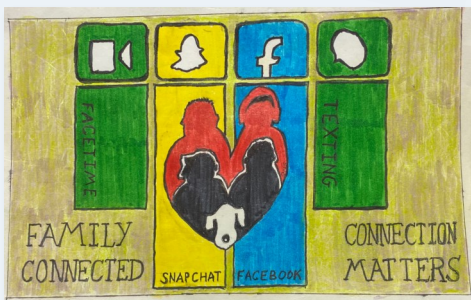
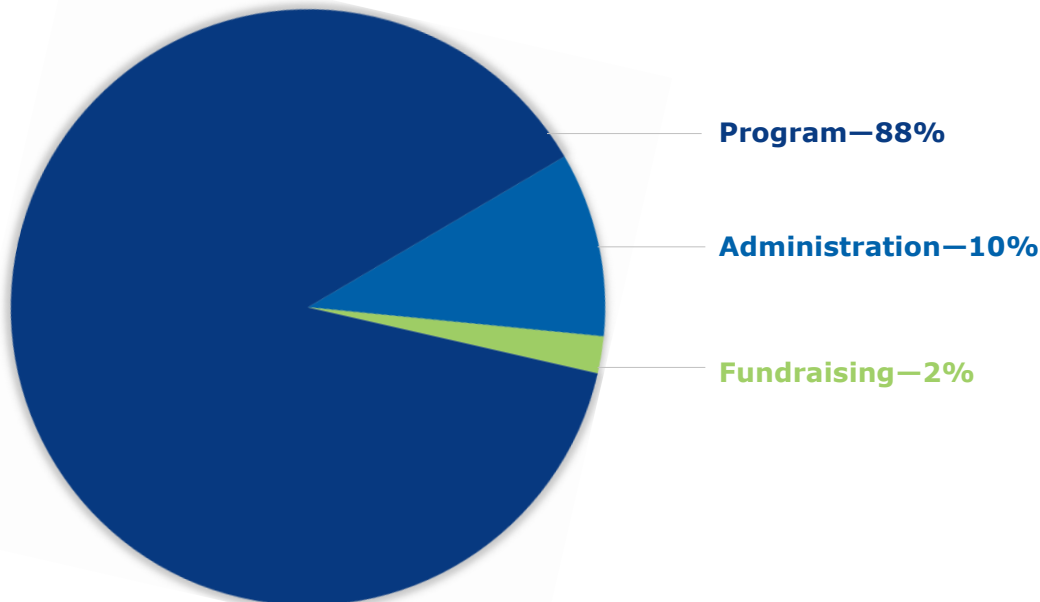
90,000 website visits

FY2020 Financials

Total Revenue—\$1,293,771



Total Expenses—\$1,131,914



By Oscar Nieves Sanchez, Resident's Voice Challenge submission



Sailing in the Cove at Dusk
By Gwendee Lichvar, Resident's Voice Challenge Submission

Thank you to all our donors and funders.

Your support makes a difference!

Grants/Contracts funded by:

AARP	Frances Lane Memorial Family Council	NORC at the University of Chicago
AARP Foundation	Fund of the Edward H Lane Foundation	Nursing Home Litigation Group of the
Administration for Community Living	NAELA Foundation	American Association for Justice
California Department of Public Health	NCEA	Utah Department of Health

Conference Sponsors

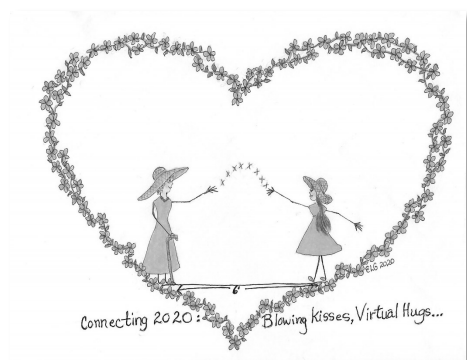
AARP	Barbara Frank	NAAP	PeerPlace
AARP Foundation	Justice in Aging	NALLTCO	Patricia Powers
California State Long-Term Care Program	Levin & Perconti	NASW	Elma Holder Stallings
	MANHR	NCEA	WISER

President's Circle of Leaders

President's Circle members are individuals who have donated \$1,000 or more in a calendar year.

Eileen Bennett	Arlene Germain	Naomi Karp	Richard and Cynthia Rudder
Sarah Greene Burger	Maria Greene	Michael Koenig	Dallas Salisbury
Lesley Clement	Elizabeth Halifax	Mary Jane Koren	Elma Holder Stallings
Jennifer Coyne	Charlene Harrington	William Lamb	Susan Wehry
Tilden and Mary Edwards	Alice Hedt	Beverley and Mike Laubert	Barbara van Westrienen
Marianne Follingstad	Alison Hirschel	Diane Menio	Mary Ann Wilner
Hanna Fink	Sara Hunt	Andrew and Ruth Newman	David Zimmerman
Barbara Frank	Cathy Hurwit	Judith Peres	
Iris Freeman	Mary Ellen Jacobs	Patricia Powers	

If you would like to support Consumer Voice's advocacy for long-term care residents, visit our [donation page](#).



By Betsy Greene, Resident's Voice Challenge submission



*Pathways, created using wheelchair wheels
By clients at Kula Hospital, Resident's Voice Challenge*

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 07/31/2022
 % Fiscal Year Completed: 83.29

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	YTD BALANCE 07/31/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 100 - GENERAL FUND				
	GENERAL PROPERTY TAXES	1,783,192.00	1,736,206.24	96.73
	GENERAL SALES AND USE TAXES	1,116,060.00	1,058,967.32	94.88
	SELECTIVE SALES AND USES TAXES	225,600.00	170,039.77	75.37
	ALCOHOLIC BEVERAGES LICENSES	131,900.00	130,712.50	99.07
	BUSINESS TAXES	555,200.00	595,227.20	107.21
	PENALTIES AND INTEREST	5,200.00	1,616.60	31.09
	PERMITS AND FEES	73,100.00	84,389.23	111.43
	INTERGOVERNMENTAL REVENUE	28,646.00	15,538.60	54.24
	CHARGES FOR SERVICES	703,800.00	607,328.40	84.14
	FINES AND FORFEITURES	181,400.00	201,259.27	96.50
	INVESTMENT INCOME	2,800.00	47,829.40	100.00
	MISCELLANEOUS REVENUE	10,000.00	13,513.10	135.13
	OTHER FINANCIAL SOURCES	20,000.00	10,662.50	53.31
	OTHER CHARGES FOR SERVICES	15,500.00	14,865.69	95.91
	TRANSFERS IN FROM OTHER FUNDS	61,458.00	51,215.00	43.51
	APPROPRIATED FUND BALANCE	850,626.00	0.00	0.00
TOTAL REVENUES		5,764,482.00	4,739,370.82	78.99
	LEGISLATIVE	208,477.00	188,573.81	66.36
	EXECUTIVE	267,970.00	308,280.30	90.34
	ELECTIONS	10,940.00	16,581.62	75.23
	GENERAL ADMINISTRATION	1,000,569.00	838,680.81	79.83
	MUNICIPAL COURT	326,866.00	223,900.79	68.50
	CITY MARSHAL	586,445.00	377,719.17	62.28
	PUBLIC WORKS ADMINISTRATION	284,482.00	141,751.67	49.83
	STREETS	1,050,960.00	862,837.80	82.10
	MAINTENANCE AND SHOP	102,671.00	89,082.11	81.43
	CEMETERY	74,613.00	14,604.87	18.56
	PARKS	31,034.00	20,191.06	65.06
	COMMUNITY DEVELOPMENT	272,814.00	202,874.66	74.36
	NON-DEPARTMENTAL	50,000.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	1,496,641.00	1,247,200.90	83.33
TOTAL EXPENDITURES		5,764,482.00	4,532,279.57	75.47
Fund 100 - GENERAL FUND:				
	TOTAL REVENUES	5,764,482.00	4,739,370.82	78.99
	TOTAL EXPENDITURES	5,764,482.00	4,532,279.57	75.47
NET OF REVENUES & EXPENDITURES		0.00	207,091.25	3,814.54

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 07/31/2022
 % Fiscal Year Completed: 83.29

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	YTD BALANCE 07/31/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY				
	CHARGES FOR SERVICES	0.00	739.66	44.91
	INVESTMENT INCOME	0.00	266.90	88.97
	CONTRIBUTIONS AND DONATIONS	0.00	80.00	80.00
	MISCELLANEOUS REVENUE	0.00	205.00	100.00
	TRANSFERS IN FROM OTHER FUNDS	322,998.00	269,165.00	76.66
	TOTAL REVENUES	322,998.00	270,456.56	76.58
	DDA ADMINISTRATION	150,988.00	69,488.77	34.27
	TOURISM	105,485.00	75,370.36	67.17
	DOWNTOWN DEVELOPMENT	66,525.00	50,578.45	57.49
	TOTAL EXPENDITURES	322,998.00	195,437.58	48.50
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY:				
	TOTAL REVENUES	322,998.00	270,456.56	76.58
	TOTAL EXPENDITURES	322,998.00	195,437.58	48.50
	NET OF REVENUES & EXPENDITURES	0.00	75,018.98	150.66

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 07/31/2022
 % Fiscal Year Completed: 83.29

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	YTD BALANCE 07/31/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 275 - HOTEL/MOTEL TAX FUND				
	HOTEL/MOTEL TAXES	461,394.00	535,915.48	80.54
	INVESTMENT INCOME	0.00	113.12	100.00
	TOTAL REVENUES	461,394.00	536,028.60	80.56
	PURCHASES/CONTRACTED SERVICES	268,404.00	199,335.00	51.37
	TRANSFERS OUT TO OTHER FUNDS	192,990.00	160,825.00	57.98
	TOTAL EXPENDITURES	461,394.00	360,160.00	54.13
Fund 275 - HOTEL/MOTEL TAX FUND:				
	TOTAL REVENUES	461,394.00	536,028.60	80.56
	TOTAL EXPENDITURES	461,394.00	360,160.00	54.13
	NET OF REVENUES & EXPENDITURES	0.00	175,868.60	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 07/31/2022
 % Fiscal Year Completed: 83.29

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	YTD BALANCE 07/31/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 505 - WATER AND SEWER ENTERPRISE FUND				
	INTERGOVERNMENTAL REVENUE	0.00	30,494.78	100.00
	INVESTMENT INCOME	5,500.00	4,210.07	76.55
	MISCELLANEOUS REVENUE	5,000.00	20,425.94	87.09
	WATER CHARGES	3,041,894.00	2,526,598.94	82.38
	TAP FEES - WATER	100,000.00	310,310.00	310.31
	SEWER CHARGES	2,110,616.00	1,778,454.76	83.43
	TAP FEES - SEWER	100,000.00	304,720.00	304.72
	OTHER CHARGES FOR SERVICES	70,800.00	60,215.62	85.05
	TRANSFERS IN FROM OTHER FUNDS	1,280,982.00	1,067,485.00	83.33
	APPROPRIATED NET ASSETS	240,772.00	0.00	0.00
TOTAL REVENUES		6,955,564.00	6,102,915.11	84.72
	SEWER LIFT STATIONS	257,877.00	137,837.69	53.35
	SEWER TREATMENT PLANT	722,992.00	546,983.52	72.80
	DISTRIBUTION AND COLLECTION	1,090,820.00	678,361.54	59.79
	WATER SUPPLY	343,496.00	151,460.67	43.64
	WATER TREATMENT PLANT	2,261,599.00	1,378,895.67	59.06
	CAPITAL OUTLAYS	2,090,780.00	1,508,487.44	63.04
	INTERFUND CHARGES	128,000.00	106,666.70	83.33
	OTHER COSTS	60,000.00	0.00	0.00
TOTAL EXPENDITURES		6,955,564.00	4,508,693.23	60.87
Fund 505 - WATER AND SEWER ENTERPRISE FUND:				
TOTAL REVENUES		6,955,564.00	6,102,915.11	84.72
TOTAL EXPENDITURES		6,955,564.00	4,508,693.23	60.87
NET OF REVENUES & EXPENDITURES		0.00	1,594,221.88	783.85

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 07/31/2022
 % Fiscal Year Completed: 83.29

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	YTD BALANCE 07/31/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 540 - SOLID WASTE ENTERPRISE FUND				
	CHARGES FOR SERVICES	500.00	275.00	55.00
	INVESTMENT INCOME	500.00	290.48	58.10
	MISCELLANEOUS REVENUE	0.00	54.24	100.00
	OTHER CHARGES FOR SERVICES	8,000.00	5,761.37	72.02
	REFUSE COLLECTION CHARGES	1,003,716.00	871,616.34	86.84
TOTAL REVENUES		1,012,716.00	877,997.43	86.70
	PERSONAL SERVICES AND EMPLOYEE BENEFITS	510,863.00	349,248.14	68.04
	PURCHASES/CONTRACTED SERVICES	279,358.00	195,602.50	70.63
	SUPPLIES	80,600.00	68,450.36	65.46
	INTERFUND CHARGES	64,000.00	53,333.30	83.33
	OTHER COSTS	43,909.00	0.00	0.00
	DEBT SERVICE	33,986.00	1,898.76	5.59
TOTAL EXPENDITURES		1,012,716.00	668,533.06	64.49
Fund 540 - SOLID WASTE ENTERPRISE FUND:				
	TOTAL REVENUES	1,012,716.00	877,997.43	86.70
	TOTAL EXPENDITURES	1,012,716.00	668,533.06	64.49
NET OF REVENUES & EXPENDITURES		0.00	209,464.37	873.68

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 07/31/2022
 % Fiscal Year Completed: 83.29

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	YTD BALANCE 07/31/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 560 - STORMWATER ENTERPRISE FUND				
	INVESTMENT INCOME	100.00	352.96	99.99
	OTHER CHARGES FOR SERVICES	1,000.00	1,350.74	51.95
	TRANSFERS IN FROM OTHER FUNDS	1,146,869.00	955,724.20	83.33
	STORMWATER UTILITY CHARGES	338,580.00	295,097.62	87.16
	TOTAL REVENUES	1,486,549.00	1,252,525.52	84.15
PERSONAL SERVICES AND EMPLOYEE BENEFITS				
	PURCHASES/CONTRACTED SERVICES	76,154.00	57,137.51	75.03
	SUPPLIES	77,910.00	3,455.65	4.24
	CAPITAL OUTLAYS	32,000.00	0.00	0.00
	INTERFUND CHARGES	815,885.00	476,720.96	37.78
	OTHER COSTS	484,600.00	403,833.30	83.33
	TOTAL EXPENDITURES	0.00	3,000.00	100.00
	TOTAL EXPENDITURES	1,486,549.00	944,147.42	48.69
Fund 560 - STORMWATER ENTERPRISE FUND:				
	TOTAL REVENUES	1,486,549.00	1,252,525.52	84.15
	TOTAL EXPENDITURES	1,486,549.00	944,147.42	48.69
	NET OF REVENUES & EXPENDITURES	0.00	308,378.10	68.42
TOTAL REVENUES - ALL FUNDS				
	TOTAL EXPENDITURES - ALL FUNDS	16,003,703.00	13,779,294.04	82.40
	NET OF REVENUES & EXPENDITURES	16,003,703.00	11,209,250.86	64.21
	NET OF REVENUES & EXPENDITURES	0.00	2,570,043.18	350.48

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 06/30/2022
 % Fiscal Year Completed: 74.79

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	YTD BALANCE 06/30/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 100 - GENERAL FUND				
	GENERAL PROPERTY TAXES	1,783,192.00	1,700,666.45	94.75
	GENERAL SALES AND USE TAXES	1,116,060.00	941,706.50	84.38
	SELECTIVE SALES AND USES TAXES	225,600.00	149,754.30	66.38
	ALCOHOLIC BEVERAGES LICENSES	131,900.00	130,300.00	98.76
	BUSINESS TAXES	555,200.00	593,623.34	106.92
	PENALTIES AND INTEREST	5,200.00	1,491.18	28.68
	PERMITS AND FEES	73,100.00	81,211.16	107.23
	INTERGOVERNMENTAL REVENUE	28,646.00	13,984.74	48.82
	CHARGES FOR SERVICES	703,800.00	545,522.15	75.58
	FINES AND FORFEITURES	181,400.00	169,161.17	81.11
	INVESTMENT INCOME	2,800.00	43,869.34	91.72
	MISCELLANEOUS REVENUE	10,000.00	13,413.10	134.13
	OTHER FINANCIAL SOURCES	20,000.00	9,662.50	48.31
	OTHER CHARGES FOR SERVICES	15,500.00	14,865.69	95.91
	TRANSFERS IN FROM OTHER FUNDS	61,458.00	46,093.50	39.16
	APPROPRIATED FUND BALANCE	850,626.00	0.00	0.00
TOTAL REVENUES		5,764,482.00	4,455,325.12	74.26
	LEGISLATIVE	208,477.00	173,743.98	61.14
	EXECUTIVE	267,970.00	289,259.35	84.76
	ELECTIONS	10,940.00	16,581.62	75.23
	GENERAL ADMINISTRATION	1,000,569.00	789,620.59	75.16
	MUNICIPAL COURT	326,866.00	195,282.31	59.74
	CITY MARSHAL	586,445.00	349,150.11	57.57
	PUBLIC WORKS ADMINISTRATION	284,482.00	128,160.80	45.05
	STREETS	1,050,960.00	796,158.31	75.76
	MAINTENANCE AND SHOP	102,671.00	81,732.34	74.71
	CEMETERY	74,613.00	13,962.82	17.74
	PARKS	31,034.00	18,315.93	59.02
	COMMUNITY DEVELOPMENT	272,814.00	185,968.95	68.17
	NON-DEPARTMENTAL	50,000.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	1,496,641.00	1,122,480.81	75.00
TOTAL EXPENDITURES		5,764,482.00	4,160,417.92	69.28
Fund 100 - GENERAL FUND:				
	TOTAL REVENUES	5,764,482.00	4,455,325.12	74.26
	TOTAL EXPENDITURES	5,764,482.00	4,160,417.92	69.28
NET OF REVENUES & EXPENDITURES		0.00	294,907.20	5,432.07

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 06/30/2022
 % Fiscal Year Completed: 74.79

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	YTD BALANCE 06/30/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY				
	CHARGES FOR SERVICES	0.00	739.66	44.91
	INVESTMENT INCOME	0.00	250.58	83.53
	CONTRIBUTIONS AND DONATIONS	0.00	80.00	80.00
	MISCELLANEOUS REVENUE	0.00	205.00	100.00
	TRANSFERS IN FROM OTHER FUNDS	322,998.00	242,248.50	68.99
	TOTAL REVENUES	322,998.00	243,523.74	68.95
	DDA ADMINISTRATION	150,988.00	61,309.55	30.25
	TOURISM	105,485.00	56,524.73	50.38
	DOWNTOWN DEVELOPMENT	66,525.00	42,642.62	48.72
	TOTAL EXPENDITURES	322,998.00	160,476.90	39.88
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY:				
	TOTAL REVENUES	322,998.00	243,523.74	68.95
	TOTAL EXPENDITURES	322,998.00	160,476.90	39.88
	NET OF REVENUES & EXPENDITURES	0.00	83,046.84	168.65

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 06/30/2022
 % Fiscal Year Completed: 74.79

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	YTD BALANCE 06/30/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 275 - HOTEL/MOTEL TAX FUND				
	HOTEL/MOTEL TAXES	461,394.00	471,099.17	70.80
	INVESTMENT INCOME	0.00	103.69	100.00
	TOTAL REVENUES	461,394.00	471,202.86	70.82
PURCHASES/CONTRACTED SERVICES				
	TRANSFERS OUT TO OTHER FUNDS	268,404.00	199,335.00	51.37
		192,990.00	144,742.50	52.18
	TOTAL EXPENDITURES	461,394.00	344,077.50	51.71
Fund 275 - HOTEL/MOTEL TAX FUND:				
	TOTAL REVENUES	461,394.00	471,202.86	70.82
	TOTAL EXPENDITURES	461,394.00	344,077.50	51.71
	NET OF REVENUES & EXPENDITURES	0.00	127,125.36	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 06/30/2022
 % Fiscal Year Completed: 74.79

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	YTD BALANCE 06/30/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 505 - WATER AND SEWER ENTERPRISE FUND				
	INTERGOVERNMENTAL REVENUE	0.00	30,494.78	100.00
	INVESTMENT INCOME	5,500.00	3,370.44	61.28
	MISCELLANEOUS REVENUE	5,000.00	20,225.94	86.24
	WATER CHARGES	3,041,894.00	2,281,377.28	74.39
	TAP FEES - WATER	100,000.00	309,096.00	309.10
	SEWER CHARGES	2,110,616.00	1,615,037.05	75.76
	TAP FEES - SEWER	100,000.00	304,720.00	304.72
	OTHER CHARGES FOR SERVICES	70,800.00	53,491.99	75.55
	TRANSFERS IN FROM OTHER FUNDS	1,280,982.00	960,736.50	75.00
	APPROPRIATED NET ASSETS	240,772.00	0.00	0.00
<hr/>				
	TOTAL REVENUES	6,955,564.00	5,578,549.98	77.44
<hr/>				
	SEWER LIFT STATIONS	257,877.00	129,890.84	50.28
	SEWER TREATMENT PLANT	722,992.00	505,286.10	67.25
	DISTRIBUTION AND COLLECTION	1,090,820.00	616,122.15	54.30
	WATER SUPPLY	343,496.00	137,757.15	39.69
	WATER TREATMENT PLANT	2,261,599.00	1,262,669.91	54.08
	CAPITAL OUTLAYS	2,090,780.00	1,471,768.93	61.51
	INTERFUND CHARGES	128,000.00	96,000.03	75.00
	OTHER COSTS	60,000.00	0.00	0.00
<hr/>				
	TOTAL EXPENDITURES	6,955,564.00	4,219,495.11	56.97
<hr/>				
Fund 505 - WATER AND SEWER ENTERPRISE FUND:				
	TOTAL REVENUES	6,955,564.00	5,578,549.98	77.44
	TOTAL EXPENDITURES	6,955,564.00	4,219,495.11	56.97
	NET OF REVENUES & EXPENDITURES	0.00	1,359,054.87	668.22

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 06/30/2022
 % Fiscal Year Completed: 74.79

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	YTD BALANCE 06/30/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 540 - SOLID WASTE ENTERPRISE FUND				
	CHARGES FOR SERVICES	500.00	275.00	55.00
	INVESTMENT INCOME	500.00	270.97	54.19
	MISCELLANEOUS REVENUE	0.00	54.24	100.00
	OTHER CHARGES FOR SERVICES	8,000.00	5,117.31	63.97
	REFUSE COLLECTION CHARGES	1,003,716.00	785,714.79	78.28
	TOTAL REVENUES	1,012,716.00	791,432.31	78.15
PERSONAL SERVICES AND EMPLOYEE BENEFITS				
	PURCHASES/CONTRACTED SERVICES	510,863.00	318,278.61	62.01
	SUPPLIES	279,358.00	185,229.36	66.88
	INTERFUND CHARGES	80,600.00	68,110.37	65.13
	OTHER COSTS	64,000.00	47,999.97	75.00
	DEBT SERVICE	43,909.00	0.00	0.00
	TOTAL EXPENDITURES	33,986.00	1,743.00	5.13
	TOTAL EXPENDITURES	1,012,716.00	621,361.31	59.94
Fund 540 - SOLID WASTE ENTERPRISE FUND:				
	TOTAL REVENUES	1,012,716.00	791,432.31	78.15
	TOTAL EXPENDITURES	1,012,716.00	621,361.31	59.94
	NET OF REVENUES & EXPENDITURES	0.00	170,071.00	709.37

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 06/30/2022
 % Fiscal Year Completed: 74.79

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	YTD BALANCE 06/30/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 560 - STORMWATER ENTERPRISE FUND				
	INVESTMENT INCOME	100.00	327.14	92.67
	OTHER CHARGES FOR SERVICES	1,000.00	1,270.94	48.88
	TRANSFERS IN FROM OTHER FUNDS	1,146,869.00	860,151.78	75.00
	STORMWATER UTILITY CHARGES	338,580.00	265,707.79	78.48
	TOTAL REVENUES	1,486,549.00	1,127,457.65	75.75
Fund 560 - STORMWATER ENTERPRISE FUND:				
	PERSONAL SERVICES AND EMPLOYEE BENEFITS	76,154.00	51,281.17	67.34
	PURCHASES/CONTRACTED SERVICES	77,910.00	3,455.65	4.24
	SUPPLIES	32,000.00	0.00	0.00
	CAPITAL OUTLAYS	815,885.00	432,462.65	34.27
	INTERFUND CHARGES	484,600.00	363,449.97	75.00
	OTHER COSTS	0.00	3,000.00	100.00
	TOTAL EXPENDITURES	1,486,549.00	853,649.44	44.02
Fund 560 - STORMWATER ENTERPRISE FUND:				
	TOTAL REVENUES	1,486,549.00	1,127,457.65	75.75
	TOTAL EXPENDITURES	1,486,549.00	853,649.44	44.02
	NET OF REVENUES & EXPENDITURES	0.00	273,808.21	60.75
TOTAL REVENUES - ALL FUNDS				
	TOTAL REVENUES - ALL FUNDS	16,003,703.00	12,667,491.66	75.75
	TOTAL EXPENDITURES - ALL FUNDS	16,003,703.00	10,359,478.18	59.35
	NET OF REVENUES & EXPENDITURES	0.00	2,308,013.48	314.98

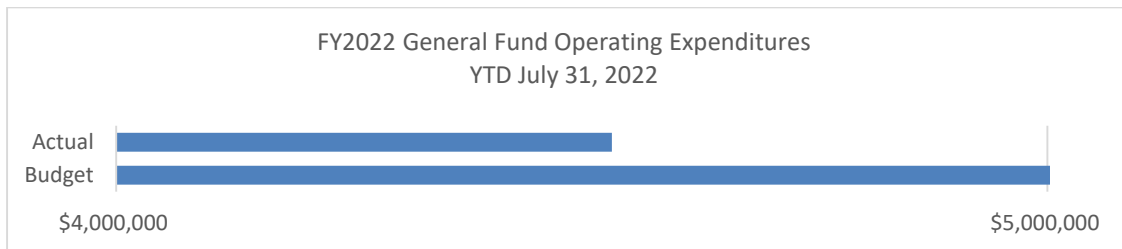
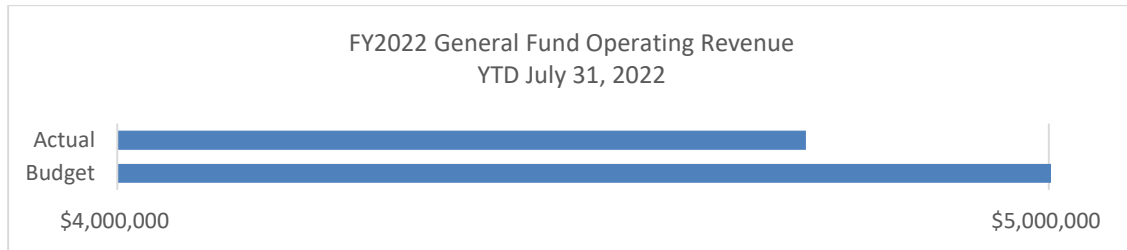


CITY OF DAHLONEGA

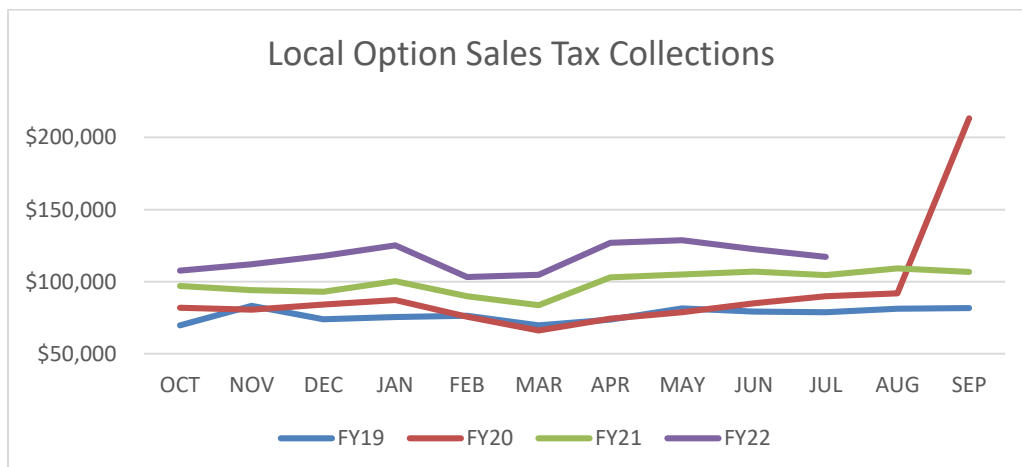
MONTHLY FINANCIAL REPORTS

For the Ten Months Ended July 31, 2022

GENERAL FUND



- The annual property tax bills were levied and mailed by the Tax Commissioner on October 1st with a due date of December 1st. To date, 100% of the 2021 taxes budgeted have been collected.
- Sales tax collections remain strong. The change in the State law related to internet sales taxation has continued to positively impact our collections.



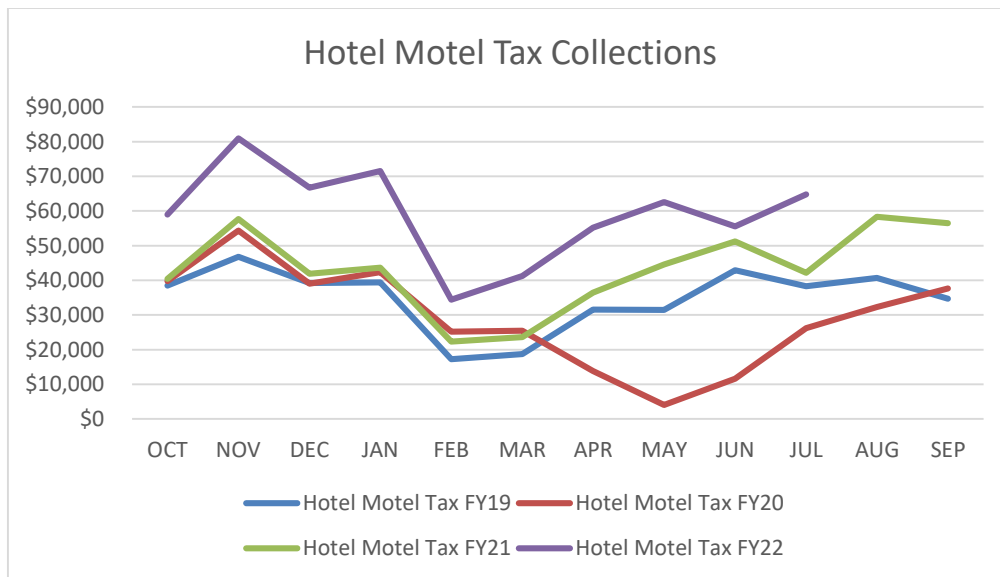
- The annual revenue for Insurance Premium Tax is \$436,601 this year, which is 3.3% greater than received last fiscal year.
- Alcoholic Beverage Tax and License revenue collected year-to-date is slightly increased from the prior year.
- Permit revenue collected year-to-date is slightly above last year's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

DOWNTOWN DEVELOPMENT AUTHORITY

- Operational results are on track with the budget.

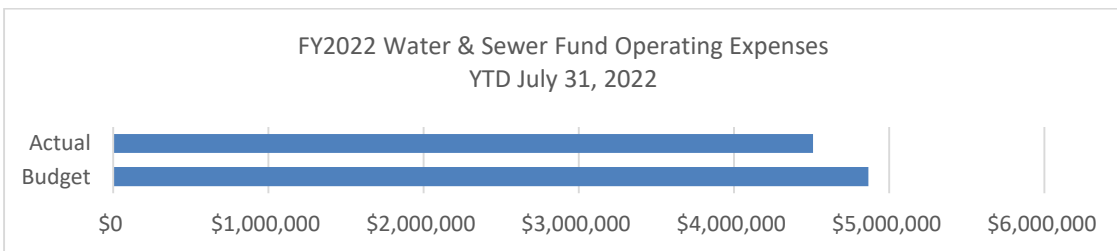
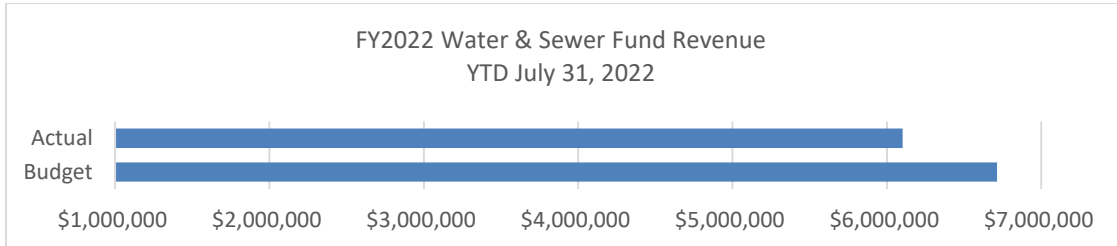
HOTEL/MOTEL TAX FUND

- 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 46.55% more than FY21 and is 72.05% 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.



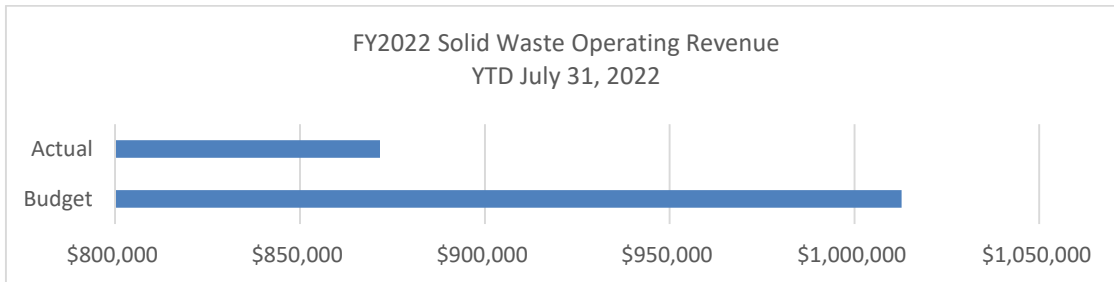
WATER AND SEWER FUND

- Water and sewer sales are trending along with budget projections. Revenue from water sales and sewer charges is 1.97% more than last year.
- All department expenses are in line with the budget.



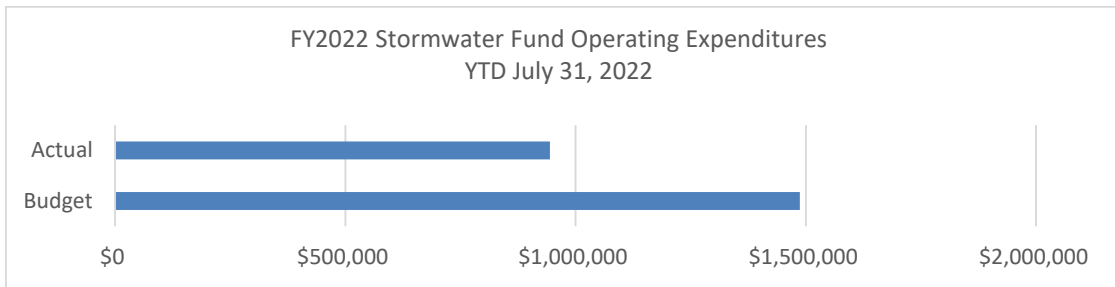
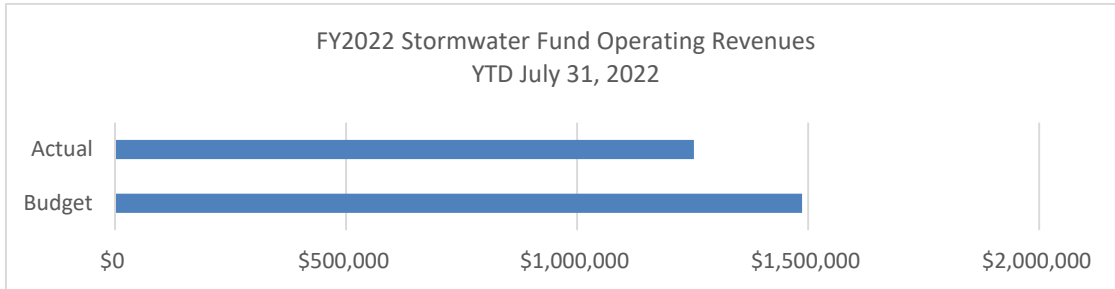
SOLID WASTE FUND

- Refuse Collection Charges are Revenues are 1.73% greater than the prior year.
- Expenses are meeting budget expectations.



STORMWATER ENTERPRISE FUND

- Transfers In and Indirect Charges reflect a ten-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.



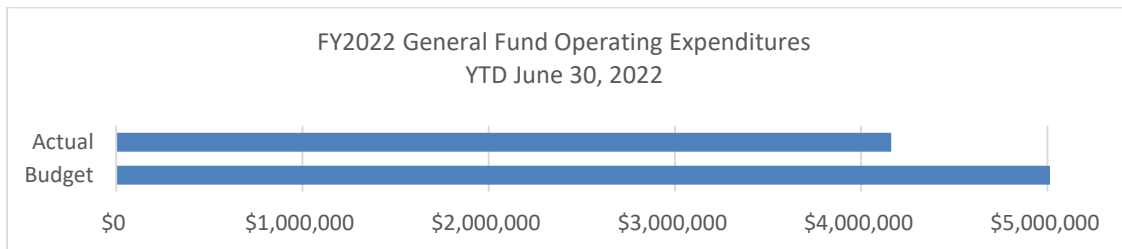
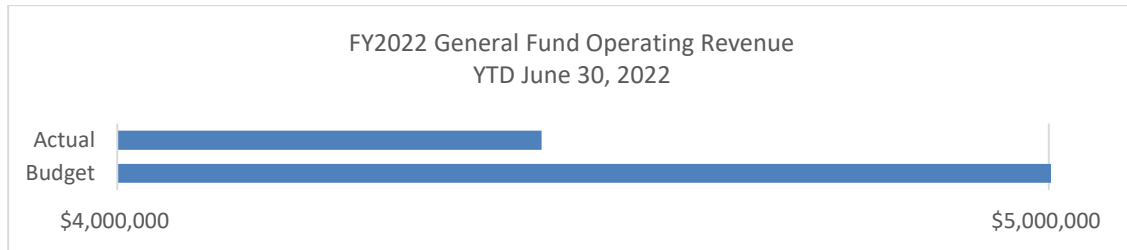
(Prepared for Council and Management by Allison Martin 8/29/2022)



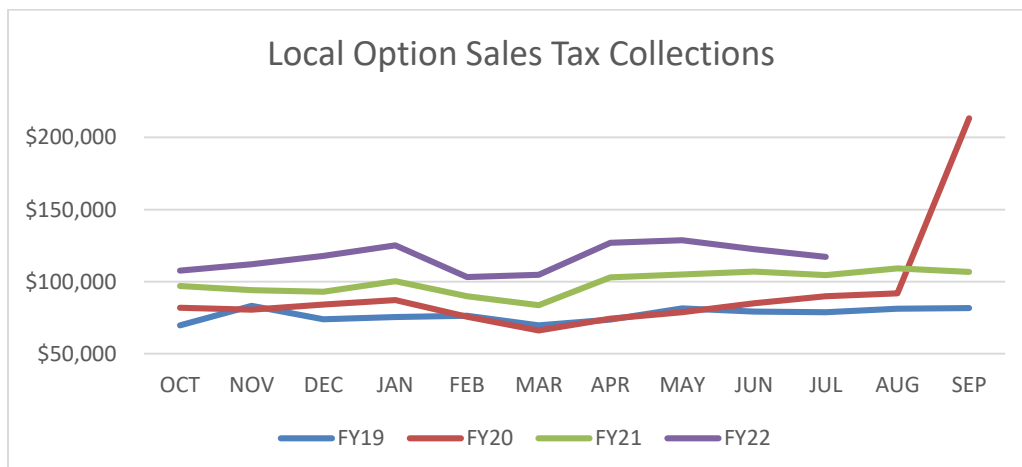
CITY OF DAHLONEGA MONTHLY FINANCIAL REPORTS

For the Nine Months Ended June 30, 2022

GENERAL FUND



- The annual property tax bills were levied and mailed by the Tax Commissioner on October 1st with a due date of December 1st. To date, 100% of the 2021 taxes budgeted have been collected.
- Sales tax collections remain strong. The change in the State law related to internet sales taxation has continued to positively impact our collections.



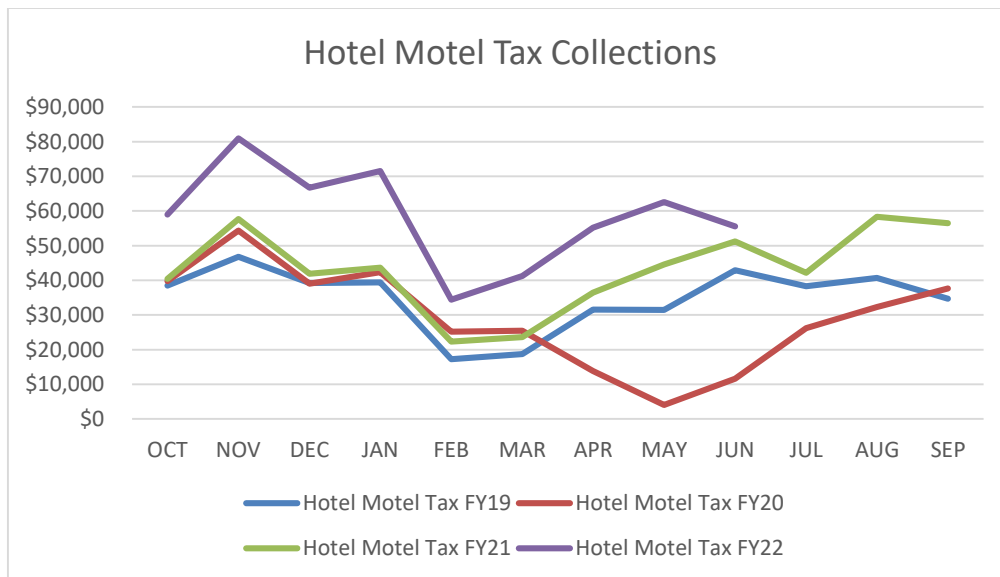
- The annual revenue for Insurance Premium Tax is \$436,601 this year, which is 3.3% greater than received last fiscal year.
- Alcoholic Beverage Tax and License revenue collected year-to-date is slightly increased from the prior year.
- Permit revenue collected year-to-date is slightly above last year's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

DOWNTOWN DEVELOPMENT AUTHORITY

- Operational results are on track with the budget.

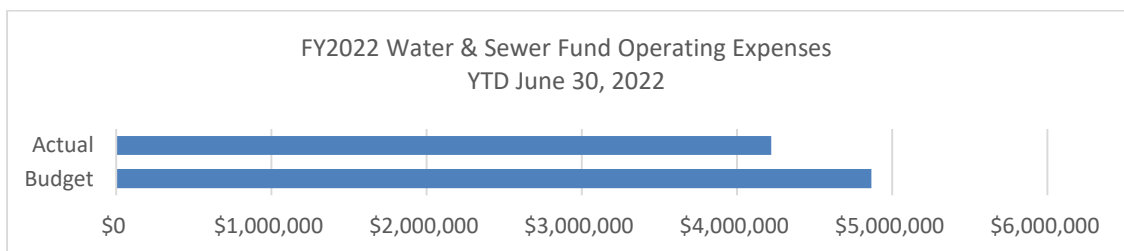
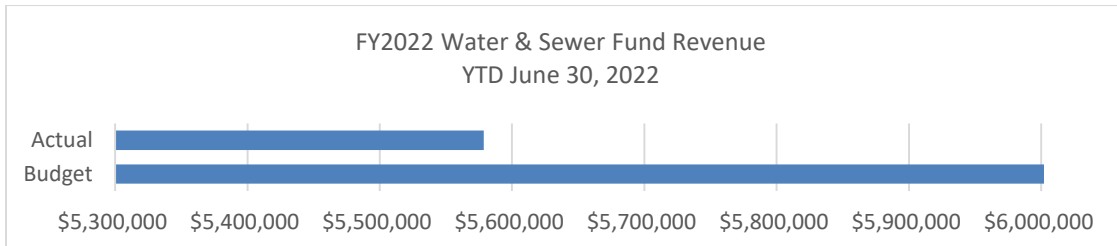
HOTEL/MOTEL TAX FUND

- 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 45.70% more than FY21 and is 72.4% 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.



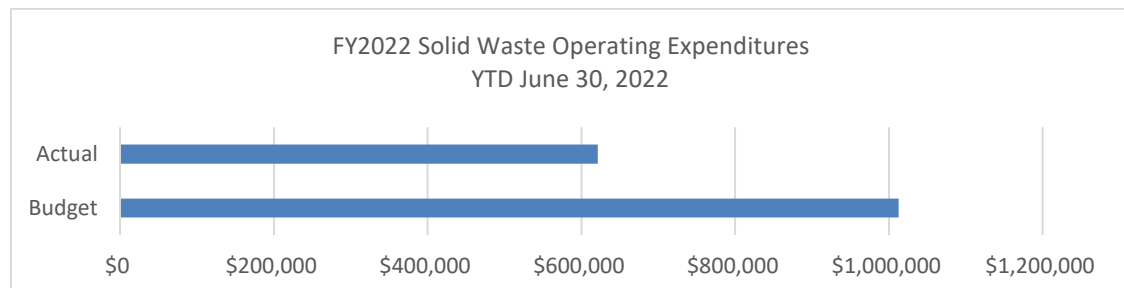
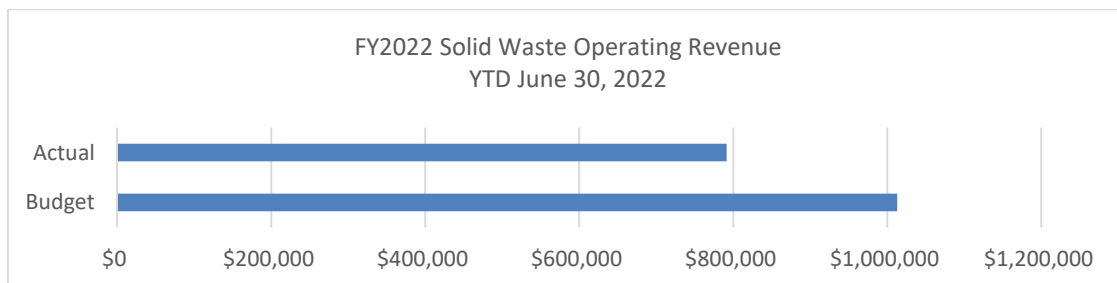
WATER AND SEWER FUND

- Water and sewer sales are trending along with budget projections. Revenue from water sales and sewer charges is 1.23% more than last year.
- All department expenses are in line with the budget.



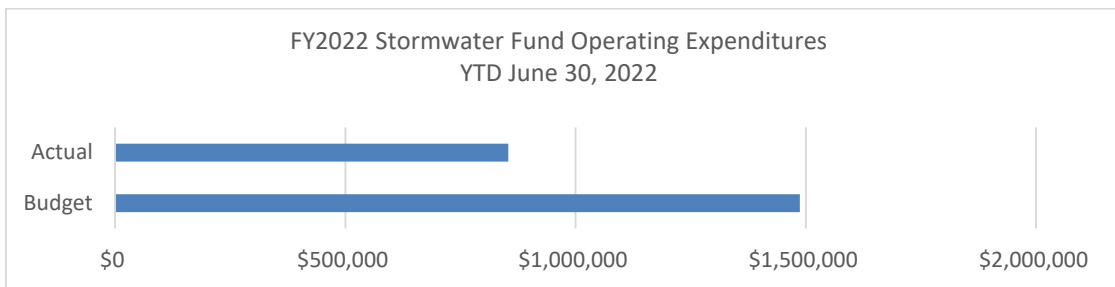
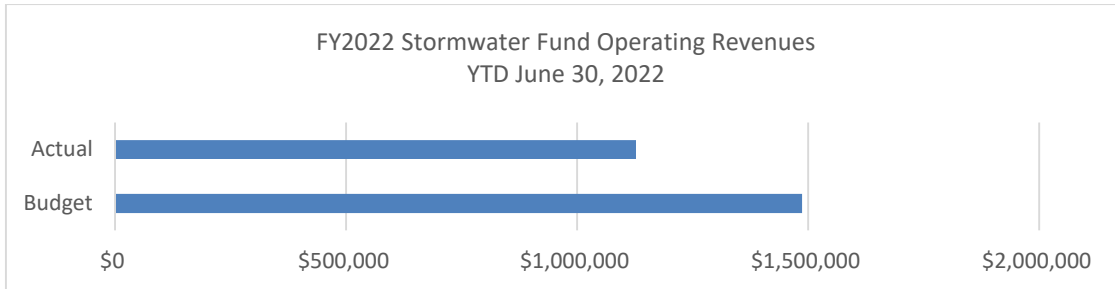
SOLID WASTE FUND

- Refuse Collection Charges are Revenues are 2.11% greater than the prior year.
- Expenses are meeting budget expectations.



STORMWATER ENTERPRISE FUND

- Transfers In and Indirect Charges reflect a nine-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 08/29/2022)



City Council Agenda Memo

DATE: August 31, 2022
TITLE: Reservoir Restroom
PRESENTED BY: Mark Buchanan, City Engineer

AGENDA ITEM DESCRIPTION:

Discussion surrounding the county's decision to assist with site preparation for the restroom facility.

HISTORY/PAST ACTION:

Council voted at the last meeting to place the restroom facility near the courtesy boat dock at Lake Zwerner. This prefab facility needs to be placed on a pad-ready site that, at a minimum, meets the specifications provided by the manufacturer. City staff is currently working with county staff to determine the extent of the county's participation in this project.

FINANCIAL IMPACT:

The city is paying for the facility and some amount of site preparation.

RECOMMENDATION:

n/a

SUGGESTED MOTIONS:

n/a

ATTACHMENTS:

n/a



City Council Agenda Memo

DATE: 08/04/2022
TITLE: Morrison Moore Pedestrian Bridge & Sidewalk Revisions
PRESENTED BY: Mark Buchanan, City Engineer

AGENDA ITEM DESCRIPTION:

This agenda item is to authorize funding for upcoming additional engineering procurement for the Morrison Moore Pedestrian Bridge and Sidewalk project. GDOT has made recommendations and requirements for other services throughout the design process. In nearly all cases, GDOT representatives have been instrumental in helping acquire TAP grant funds to aid the city with the cost. TAP grant funding is 80% of the total cost. There are two upcoming items requiring change orders to the original contract with Wood Engineering. They are:

1. A Bridge Foundation Investigation. The City had hoped to use a document created during the design of the vehicular bridge across the reservoir. GDOT has indicated that that report will not be accepted, and a new one is required. The change order amount for this task is \$49,577.49. There may be additional adjustments based on coring depths determined in the field. TAP grant funds have been authorized and once executed, the City will be reimbursed 80% of the amount of the change order.
2. Sidewalk modification near the bridge. Cost-saving recommendations have been made regarding transitioning the currently proposed urban-style sidewalk with curb and gutter to a more rural-style concrete trail near the bridge. The change order amount for this task is \$32,704.24. The construction savings are estimated to be around \$127,000. Again, TAP reimbursements have been approved, covering 80% of the change order amount or \$26,163.39.

HISTORY/PAST ACTION:

Approval of the original design contract with Wood Engineering and approval and execution of an earlier Project Framework Agreement, formally accepting TAP grant reimbursement.

FINANCIAL IMPACT:

See the description above.

RECOMMENDATION:

1. Approval of the change orders described above and attached.
 2. Approval of execution of the attached Supplemental Agreement between the City and GDOT, authorizing additional federal funding of 80% of PE costs up to a maximum of \$80,000.
-

SUGGESTED MOTIONS:

1. "...motion to approve the change orders to the current contract with Wood Environmental and described above and attached for the Morrison Moore Pedestrian Bridge and Sidewalk Project, PI 0016629."
 2. "...motion to approve execution of the attached Supplemental Agreement Number 2."
-

ATTACHMENTS:

1. Change Order #3, BFI Geotechnical Rev 8-18-22 & Change Order #4
 2. Supplemental Agreement No. 2, PI 0016629
-



Wood Environment & Infrastructure Solutions, Inc.
1075 Big Shanty Road NW
Suite 100
Kennesaw, GA 30144
USA
T: 770-421-3400
www.woodplc.com

August 18, 2022

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

**Subject: Change Order Proposal No. 3 for PI 0016629
City of Dahlonega Morrison Moore Pedestrian Bridge and Sidewalk
Engineering Design Services
Wood Proposal 22PROPGOVT.0000.CODCO3-Rev1**

Dear Mr. Buchanan:

Wood Environment & Infrastructure Solutions, Inc. (Wood) respectfully submits this revised change order proposal to the City of Dahlonega (City) to provide additional engineering design and administrative services for Project PI 0016629 related to the Morrison Moore Pedestrian Bridge and Sidewalk. The ongoing design includes a pedestrian bridge across Lake Zwerner and approximately 4,550 linear feet of pedestrian sidewalk along SR60/US19 from SR60 Business to CR 189/ Wimpy Mill Road, located north of the City of Dahlonega.

Project Background

Wood's team has been providing engineering design services for project PI 0016629, Morrison Moore Pedestrian Bridge and Sidewalk since December 2020. The City confirmed with Georgia Department of Transportation (GDOT) that a new Bridge Foundation Investigation (BFI) is required for the new pedestrian bridge. The City requested this change order proposal to add BFI effort to this project.

Scope of Services

The additional BFI geotechnical design and engineering services will be executed in accordance with the GDOT Plan Development Process (PDP). The following additional tasks are proposed for the design change from a one-span pedestrian bridge to a three-span pedestrian bridge:

- Perform Bridge Foundation Investigation
 - Drill 2 borings to refusal through the existing bridge deck for interior bents
 - Drill 2 borings to refusal, one through each end bent

- Rock coring will be performed at interior bents (assumed 10 ft of rock coring per location)
 - If additional rock coring is required, the cost would be:

Coring per Foot, \$60 for 10 ft Core Run:	\$600
Casing per 10 feet:	\$100
- Traffic control will be required for drilling, lane closures will be required for interior bent borings and possibly for end bent borings.
- Perform Laboratory testing including USCS Classification Tests on Soil and Compression Tests on Rock Cores
- Perform pile analysis for end bents, Wave Equation Analysis of Piles (WEAP and A-Pile)
- Analysis, reporting and administrative time to produce a GDOT Load and Resistance Factor Design (LRFD) BFI report
- Project management, roadway design coordination and meetings with GDOT

Assumptions & Exceptions

In addition to the assumptions discussed in the Scope of Services included herein, the following assumptions were made in preparation of this change order proposal:

- We understand that the bridge will be a three-span structure and will be supported on two intermediate bents and two abutments.
- We have assumed 40 ft height from deck to water surface (Lake Zwerner)
- No special permits will be required
- Assumed up to two rounds of GDOT comments for the BFI Report will be addressed
- If additional rock coring is required, will be a change order for the additional cost for a price of \$700 for 10 ft core run.

The following items are excluded from this proposed scope of services but can be provided, if requested, for additional fees:

- Bidding and construction phase support services (i.e. participation in meetings, submittal reviews, responses to RFIs, field inspections for erosion control, construction engineering and supervision, material testing, etc.)
- Right-of-Way Plans
- Traffic Signal Redesign or Associated Traffic Operation
- Preparation of as-built Drawings
- NPDES permitting fees, USACOE mitigation credits (if needed) and other regulatory review fees.
- Public Information Open House (PIOH) support, other than as noted herein

Fee

Wood proposes to perform the scope of services described herein on a Cost-Plus Fixed Fee (CPFF) basis for a sum of \$49,577.49. This amount is based on an estimate of hours and direct expenses necessary to perform the described scope. This fee is valid for 30 days from the date of this proposal. Should additional services become necessary due to unforeseen circumstances that would modify the proposed scope of services, we will contact you to discuss and obtain your approval for the additional effort prior to proceeding. Invoices will be submitted to the City of Dahlonega monthly. Please find attached the Change Order No. 3 design fee estimate excel file and PDF file for BFI for bridge interior bents and end bents, project management and roadway design coordination. The activities are described in detail for geotechnical, project management, and roadway design coordination. In addition, the assumptions used in the preparation of our fee estimate are summarized therein.

Schedule

Wood can initiate our work upon our receipt of written authorization to proceed. Field geotechnical exploration can be scheduled and will start within three to six weeks based on driller's schedule. Field geotechnical exploration is anticipated to take two weeks. Laboratory testing and preparation of geotechnical report will be completed in five weeks after completion of the field exploration. Wood will submit the geotechnical report to GDOT, for their review and approval. Wood will address GDOT comments and obtain the BFI approval. Based on previous projects the review time for GDOT will be approximately four to six months.

Terms and Conditions

Wood proposes to perform the scope of services outlined in this change order proposal as an addition of Wood's existing project (Project No. 6166-20-1572) under the terms and conditions of the professional services agreement dated December 4, 2020. If this change order proposal is acceptable, please sign below and return a copy to Soraya Agudelo via electronic mail at soraya.agudelo@woodplc.com. Wood cannot commence services until written Notice to Proceed and a Purchase Order for the scope and fee presented herein have been received.

COVID-19 Consideration

Notwithstanding anything mentioned in this proposal, the attached documents or any terms or conditions applicable to Wood's work, if Wood's work is delayed, disrupted, suspended, or otherwise impacted as a direct or indirect result of COVID-19 (coronavirus), including, but not limited to, by (1) disruptions to material and/or equipment supply; (2) illness of Wood's or Subcontractors' workforce and/or unavailability of labor; (3) government quarantines, closures, or other mandates, restrictions, and/or directives; (4) Wood's or Subcontractors' restrictions and/or directives; and/or (5) fulfillment of Wood's or Subcontractors' contractual or legal health and safety obligations associated with COVID-19; then, Wood shall be entitled to a reasonable adjustment to the schedule and duration to account for such delays, disruptions, suspensions, and impacts.

To the extent the causes identified herein result in an increase in the price of labor, materials, or equipment used in the performance of these services, Wood may be entitled to a mutually agreed upon equitable adjustment to the price for such increases, provided Wood presents documentation of such increases (including the original prices).

August 18, 2022

Closing

Please issue an authorization letter or sign-in the space provided below to confirm your agreement with the Change Order No. 3 fee proposed herein for the above discussed services. We appreciate this opportunity and your confidence in Wood's team to provide these important services to you. Please contact Soraya Agudelo at 470-763-1332 if you have any questions or would like to discuss this proposal.

Sincerely,

Wood Environment & Infrastructure Solutions, Inc.

Digitally signed by Richard L.
Curtis
Date: 2022.08.18 11:41:53 -04'00'

Richard Curtis, P.E.

Senior Associate Geotechnical Engineer

Soraya.Agudelo

Digitally signed by
Soraya.Agudelo
Date: 2022.08.18 12:09:10 -04'00'

Soraya Agudelo, LEED AP BD+C
Associate Project Manager

Proposal approval granted by:

Signature Date

Name Title

Enclosures: Wood Change Order No. 3 Design Fee Estimate - Excel File
Wood Change Order No. 3 Design Fee Estimate - PDF File

Georgia Department of Transportation
COST PROPOSAL SUMMARY

Proj. No.:	6166-20-1572	Project:	Morrison Moore Pedestrian Bridge and Sidewalks
PI No.:	0016629	County:	Lumpkin
Prime:	Wood	Contract Type:	Cost Plus Fixed Fee
Date:	7/15/2022 Rev 8/18/2022	Fixed Fee %:	10%

Offeror:	Wood	Master Contract:	
	1075 Big Shanty Road	Contract Expiration:	20-Dec-2022
	Suite 100	Task Order No:	
	Kennesaw, GA 30144		
Contact:	Soraya Agudelo	470-763-1332	
	Associate Project Manager	soraya.agudelo@woodplc.com	

Contract Office: Office of Program Delivery

Contract Acquisition: Task Order

Contract Type: Cost Plus Fixed Fee

CO No. 3 Geotechnical BFI Interior and End Bends	Task Order Totals
(Prime) Maximum Amount for Fixed Fee	\$ 49,577.49
Provisional Overhead Rate	121.75%
Fixed Fee Percentage	10%

Georgia Department of Transportation

COST PROPOSAL

Proj. No.: 6166-20-1572

PI No.: 0016629

Prime: Wood E&I Solutions, Inc.

Date: July 13-2022 Rev 8/18/2022

Project: Dahlonega Lake Zwerner Sidewalk and Pedestrian Bridge

County: Lumpkin

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Master Contract:

Contract Expiration: 20-Dec-2022

Task Order No: #, or "n/a" for conventional

Discipline: Wood E&I Solutions, Inc.		Hours & Cost Estimate				BFI - No. 1				
Geotechnical-BFI Interior Bents		Total Hours	Total Cost	Total Other Direct Costs	Fixed Fee @ 10%	Total Labor Cost	Direct Labor Cost	Indirect Costs (Overhead) @ 121.75%	FCCM @	
Phase	Description									
	TOTALS ==>	103	\$ 27,817.28	\$ 17,693.80	\$ 920.32	\$ 9,203.16	\$ 4,150.24	\$ 5,052.92	\$ -	

Staff Type / Project Hourly Rates / Hours											
		Total Hours	Principal	Project Manager	2nd Review Engineer or Professional	1st Review Engineer or Professional	Project Engineer or Professional	Field Engineer or Professional	Technician	CADD Technician	Support Assistant
			\$77.65	\$60.05	\$52.88	\$28.00	\$28.00	\$25.00	\$20.00	\$2.00	\$1.00
	TOTAL HOURS ==>	103	24	-	3	-	76	-	-	-	-
	TOTAL DIRECT LABOR COST==>	\$ 4,150	\$ 1,864	\$ -	\$ 159	\$ -	\$ 2,128	\$ -	\$ -	\$ -	\$ -

BFI - No. 1 - ODC SUMMARY PER VENDOR

Other Direct Costs		BFI - No. 1 Total Other Direct Costs	\$ 17,694	
Category	Vendor	Cost	Notes	
Drilling of Borings	In-House or Vendor 1	8285		
Site Preperation / Clearing	In-House or Vendor 2			
Laboratory	In-House or Vendor 3	1600		
Mobilization of Traffic (MOT)	In-House or Vendor 4	5800		
Consultant Travel	In-House or Vendor 5	208.8		
Expendible Project Supplies	In-House or Vendor 6			
Specialty Drilling & Testing	In-House or Vendor 7	1800		
Errosion Control & Restoration	In-House or Vendor 8			
Additional, if Needed	In-House or Vendor 9			
Additional, if Needed	In-House or Vendor 10			

Georgia Department of Transportation

COST PROPOSAL

Proj. No.: **6166-20-1572**

PI No.: **0016629**

Prime: **Wood E&I Solutions, Inc.**

Date: **July 13-2022 Rev 8/18/2022**

Project: **Dahlonega Lake Zwerner Sidewalk and Pedestrian Bridge**

County: **Lumpkin**

Contract Type: **Cost Plus Fixed Fee**

Fixed Fee %: **10%**

Master Contract:

Contract Expiration: **20-Dec-2022**

Task Order No: **#, or "n/a" for conventional**

Discipline: **Wood E&I Solutions, Inc.**

Geotechnical-BFI Interior Bents

Hours & Cost Estimate

BFI - No. 1

BFI - No. 1 - LABOR

	Total Hours	Principal	Project Manager	2nd Review Engineer or Professional	1st Review Engineer or Professional	Project Engineer or Professional	Field Engineer or Professional	Technician	CADD Technician	Support Assistant
TOTAL HOURS ==>	89	24	-	3	-	76	-	-	-	-
General	14	5	-	3	-	6	-	-	-	-
Project Programming	2	1		1						
Internal Meetings	6	4		2						
Site Visit/Travel	-									
GDOT Meetings/Travel	-									
Utility Meeting/Locate/Travel	6					6				
Property Owner Contact	-									
	-									
Field Work	22	-	-	-	-	22	-	-	-	-
Gaining Site Access	-									
Boring Layout (Field)	6					6				
Soil Logging/Classification & Drill Crew Supervision	16					16				
Groundwater Readings	-									
Installation Of Erosion Control And/or Limited Site Restoration	-									
Boring Backfill	-									
Travel To & From Site For Personnel	-									
Sample Transport To Laboratory (Unless Concurrent With Weekly Travel To & From Site)	-									
	-									

Georgia Department of Transportation

COST PROPOSAL

Proj. No.: **6166-20-1572**

PI No.: **0016629**

Prime: **Wood E&I Solutions, Inc.**

Date: **July 13-2022 Rev 8/18/2022**

Project: **Dahlonega Lake Zwerner Sidewalk and Pedestrian Bridge**

County: **Lumpkin**

Contract Type: **Cost Plus Fixed Fee**

Fixed Fee %: **10%**

Master Contract:

Contract Expiration: **20-Dec-2022**

Task Order No: **#, or "n/a" for conventional**

		Wood E&I Solutions, Inc.									
Discipline:		Geotechnical-BFI Interior Bents		Hours & Cost Estimate			BFI - No. 1				
		Total Hours	Principal	Project Manager	2nd Review Engineer or Professional	1st Review Engineer or Professional	Project Engineer or Professional	Field Engineer or Professional	Technician	CADD Technician	Support Assistant
	Report Generation	38	12	-	-	-	40	-	-	-	-
	Laboratory Assignment & Boring Log Review		1				8				
	Field Book Data Review & Plan Preparation		1				4				
	Engineering Analysis & Design	20	4				16				
	Unanticipated Subsurface Conditions	-									
	Report Preparation	12	4				8				
	Draft Report Publishing	6	2				4				
		-									
	Office Review	15	7	-	-	-	8	-	-	-	-
	Initial Report Review	1	1								
	Corrections	4					4				
	Final Report Review	4					4				
	QA/QC	4	4								
	Report Distribution	2	2								
		-									

Georgia Department of Transportation

COST PROPOSAL

Proj. No.: **6166-20-1572**

PI No.: **0016629**

Prime: **Wood E&I Solutions, Inc.**

Date: **July 13-2022 Rev 8/18/2022**

Wood E&I Solutions, Inc.

Project: **Dahlonega Lake Zwerner Sidewalk and Pedestrian Bridge**

County: **Lumpkin**

Contract Type: **Cost Plus Fixed Fee**

Fixed Fee %: **10%**

Master Contract:

Contract Expiration: **20-Dec-2022**

Task Order No: **#, or "n/a" for conventional**

Discipline: **Geotechnical-BFI Interior Bents** **Hours & Cost Estimate**

BFI - No. 1

BFI - No. 1 - Other Direct Costs (ODC's) Detailed Estimate

	Drilling of Borings	Vendor:	In-House or Vendor 1			\$8,285.00	Drilling of Borings TOTAL COST
	ITEM		UNIT	NO OF UNITS	UNIT RATE	COST	NOTES
	Mobilization, per rig		each	1	750	\$750.00	
	Drill Crew Per Diem, Three Man Crew		day	1.5	350	\$525.00	
	Bridge SPT Borings per ASTM D-1586 (0 - 50 FEET)		foot	100	15	\$1,500.00	
	Bridge SPT Borings per ASTM D-1586 (51 - 100 FEET)		foot		17.25		
	Bridge SPT Borings per ASTM D-1586 (101 - 150 FEET)		foot				
	Bridge SPT Borings per ASTM D-1586 (151 - 200 FEET)		foot				
	Bridge SPT Borings per ASTM D-1586 (201 FEET and greater)		foot				
	Wall SPT Borings per ASTM D-1586 (0 - 50 feet for Abutment Walls)		foot			FALSE	
	Wall SPT Borings per ASTM D-1586 (51 - 100 feet for Abutment Walls)		foot				
	Wall SPT Borings per ASTM D-1586 (100 feet and greater for Abutment Walls)		foot				
	Piezometer/Monitoring Well		foot				
	Core or Rotary Drilling Setup		each	2	230	\$460.00	
	NQ Rock Coring		foot	20	60	\$1,200.00	
	Temporary Casing		foot	180	10	\$1,800.00	
	Undisturbed Shelby Tube Samples		each				
	Drill Crew Standby/Delay/Site Rehab		hour	2	260	\$520.00	
	Auger Boring		foot				
	Difficult Moving		hour				
	Drilling Through Concrete, per core		each	2	290	\$580.00	
	Water Hauling		hour	3	150	\$450.00	
	Patching Pavement at Grade		each		\$40.00		
	Patching Concrete Bridge Deck		each	2	\$250.00	\$500.00	
	Additional Mobilization (over 50 mile radius)		mile				
	Increase for SPT Borings (in greater than 50 BPF)		foot				
	Unanticipated Subsurface Conditions		foot				
	Water Truck						

Georgia Department of Transportation

COST PROPOSAL

Proj. No.: 6166-20-1572

PI No.: 0016629

Prime: Wood E&I Solutions, Inc.

Date: July 13-2022 Rev 8/18/2022

Project: Dahlonega Lake Zwerner Sidewalk and Pedestrian Bridge

County: Lumpkin

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Master Contract:

Contract Expiration: 20-Dec-2022

Task Order No: #, or "n/a" for conventional

Discipline: **Wood E&I Solutions, Inc.**
Geotechnical-BFI Interior Bents

Hours & Cost Estimate

BFI - No. 1

	Laboratory	Vendor:	In-House or Vendor 3			\$1,600.00	Laboratory TOTAL COST
	ITEM		UNIT	NO OF UNITS	UNIT RATE	COST	NOTES
	USCS Tests		each	4	150	\$600.00	
	Triaxial Shear (CU/PP)		each				
	Consolidation		each				
	Natural Moisture Content		each				
	Organic Content		each				
	Uniaxial Compression Test (Rock Cores)		each	4	\$250.00	\$1,000.00	
	Corrosivity Testing		each		\$200.00		
	Mobilization of Traffic (MOT)	Vendor:	In-House or Vendor 4			\$5,800.00	Mobilization of Traffic (MOT) TOTAL COST
	ITEM		UNIT	NO OF UNITS	UNIT RATE	COST	NOTES
	Traffic Control Plan		each	1	\$1,000.00	\$1,000.00	
	MOT Mobilization		each	1	\$500.00	\$500.00	
	Day Time Temporary Lane Closure MOT		day	2	\$2,000.00	\$4,000.00	
	Night Time Temporary Lane Closure MOT		night				
	Law Enforcement Night Temporary Lane Closure MOT		shift				
	Crew Travel Suport Vehicle 1		mile	3	\$100.00	\$300.00	
	Crew Travel Suport Vehicle 2		mile				
	Consultant Travel	Vendor:	In-House or Vendor 5			\$208.80	Consultant Travel TOTAL COST
	ITEM		UNIT	NO OF UNITS	UNIT RATE	COST	NOTES
	Travel		mile	360	\$0.58	\$208.80	
	Per Diem Meals and Lodging, Per Person		day				
	Expendible Project Supplies	Vendor:	In-House or Vendor 6				Expendible Project Supplies TOTAL COST
	ITEM		UNIT	NO OF UNITS	UNIT RATE	COST	NOTES
	Permit Fee		each				
	Project Specific Insurance, if required		each				
	Hazardous Waste Personal Protective Equipment for Drilling, if required		each				

Georgia Department of Transportation

COST PROPOSAL

Proj. No.: 6166-20-1572

PI No.: 0016629

Prime: Wood E&I Solutions, Inc.

Date: July 13-2022 Rev 8/18/2022

Project: Dahlonega Lake Zwerner Sidewalk and Pedestrian Bridge

County: Lumpkin

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Master Contract:

Contract Expiration: 20-Dec-2022

Task Order No: #, or "n/a" for conventional

Wood E&I Solutions, Inc.

Discipline: Geotechnical-BFI Interior Bents Hours & Cost Estimate

BFI - No. 1

Specialty Drilling & Testing		Vendor:	In-House or Vendor 7			\$1,800.00	Specialty Drilling & Testing TOTAL COST
ITEM	UNIT	NO OF UNITS	UNIT RATE	COST	NOTES		
Mobilization of Specialty Drill, Per Rig	each		\$750.00				
Mobilization of Specialty Support Equipment	each						
Time Rate Drilling & Setup for Confined Spaces, Over Water, Specialty In-Situ Field	crew hour		\$230.00				
Barge (for drilling over water)	hour						
Casing	feet		\$10.00				
Equipment Charge (Packers, Pressure meter, Dilatometer, etc.)	hour						
Soil Test Borings	feet		\$11.50				
HQ Rock Coring	feet		\$50.00				
Grouting of Bore Holes	feet		\$10.00				
Rock Core Setup	each		\$200.00				
Core and Patch Bridge Deck	each		\$230.00				
Ground Penetrating Radar (GPR)	hour	8	\$150.00	\$1,200.00			
Water Truck	day	3	\$200.00	\$600.00			
Erosion Control & Restoration		Vendor:	In-House or Vendor 8				Erosion Control & Restoration TOTAL COST
ITEM	UNIT	NO OF UNITS	UNIT RATE	COST	NOTES		
Erosion Control (Materials & Trenching Equipment)	lineal foot						
Limited Site Restoration in Cleared/Disturbed Areas	actual costs						
Additional, if Needed		Vendor:	In-House or Vendor 9				Additional, if Needed TOTAL COST
ITEM	UNIT	NO OF UNITS	UNIT RATE	COST	NOTES		
Additional, if Needed		Vendor:	In-House or Vendor 10				Additional, if Needed TOTAL COST
ITEM	UNIT	NO OF UNITS	UNIT RATE	COST	NOTES		

Georgia Department of Transportation

COST PROPOSAL

Proj. No.: 6166-20-1572

PI No.: 0016629

Prime: Wood E&I Solutions, Inc.

Date: July 13,2022-Rev 8/18/2022

Project: Dahlonega Lake Zwerner Sidewalk and Pedestrian Bridge

County: Lumpkin

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Master Contract:

Contract Expiration: 20-Dec-2022

Task Order No: #, or "n/a" for conventional

Discipline: Wood E&I Solutions, Inc.		Hours & Cost Estimate				BFI - No. 1				
Geotechnical- BFI End Bents										
Phase	Description	Total Hours	Total Cost	Total Other Direct Costs	Fixed Fee @ 10%	Total Labor Cost	Direct Labor Cost	Indirect Costs (Overhead) @ 121.75%	FCCM @	
	TOTALS ==>	99	\$ 15,244.88	\$ 5,394.60	\$ 895.48	\$ 8,954.80	\$ 4,038.24	\$ 4,916.56	\$ -	

Staff Type / Project Hourly Rates / Hours											
		Total Hours	Principal	Project Manager	2nd Review Engineer or Professional	1st Review Engineer or Professional	Project Engineer or Professional	Field Engineer or Professional	Technician	CADD Technician	Support Assistant
			\$77.65	\$52.88	\$52.88	\$28.00	\$28.00	\$25.00	\$20.00	\$2.00	\$1.00
	TOTAL HOURS ==>	99	24	-	3	-	72	-	-	-	-
	TOTAL DIRECT LABOR COST==>	\$ 4,038	\$ 1,864	\$ -	\$ 159	\$ -	\$ 2,016	\$ -	\$ -	\$ -	\$ -

BFI - No. 1 - ODC SUMMARY PER VENDOR

Other Direct Costs		BFI - No. 1 Total Other Direct Costs		\$ 5,395	
Category	Vendor	Cost	Notes		
Drilling of Borings	In-House or Vendor 1	2625			
Site Preperation / Clearing	In-House or Vendor 2				
Laboratory	In-House or Vendor 3	600			
Mobilization of Traffic (MOT)	In-House or Vendor 4	2100			
Consultant Travel	In-House or Vendor 5	69.6			
Expendible Project Supplies	In-House or Vendor 6				
Specialty Drilling & Testing	In-House or Vendor 7				
Errosion Control & Restoration	In-House or Vendor 8				
Additional, if Needed	In-House or Vendor 9				
Additional, if Needed	In-House or Vendor 10				

Georgia Department of Transportation

COST PROPOSAL

Proj. No.: **6166-20-1572**

PI No.: **0016629**

Prime: **Wood E&I Solutions, Inc.**

Date: **July 13,2022-Rev 8/18/2022**

Project: **Dahlonega Lake Zwerner Sidewalk and Pedestrian Bridge**

County: **Lumpkin**

Contract Type: **Cost Plus Fixed Fee**

Fixed Fee %: **10%**

Master Contract:

Contract Expiration: **20-Dec-2022**

Task Order No: **#, or "n/a" for conventional**

Discipline: **Wood E&I Solutions, Inc.**

Geotechnical- BFI End Bents

Hours & Cost Estimate

BFI - No. 1

BFI - No. 1 - LABOR

	Total Hours	Principal	Project Manager	2nd Review Engineer or Professional	1st Review Engineer or Professional	Project Engineer or Professional	Field Engineer or Professional	Technician	CADD Technician	Support Assistant
TOTAL HOURS ==>	85	24	-	3	-	72	-	-	-	-
General	14	5	-	3	-	6	-	-	-	-
Project Programming	2	1		1						
Internal Meetings	6	4		2						
Site Visit/Travel	-									
GDOT Meetings/Travel	-									
Utility Meeting/Locate/Travel	6					6				
Property Owner Contact	-									
	-									
Field Work	18	-	-	-	-	18	-	-	-	-
Gaining Site Access	-									
Boring Layout (Field)	6					6				
Soil Logging/Classification & Drill Crew Supervision	12					12				
Groundwater Readings	-									
Installation Of Erosion Control And/or Limited Site Restoration	-									
Boring Backfill	-									
Travel To & From Site For Personnel	-									
Sample Transport To Laboratory (Unless Concurrent With Weekly Travel To & From Site)	-									
	-									

Georgia Department of Transportation

COST PROPOSAL

Proj. No.: **6166-20-1572**

PI No.: **0016629**

Prime: **Wood E&I Solutions, Inc.**

Date: **July 13,2022-Rev 8/18/2022**

Project: **Dahlonega Lake Zwerner Sidewalk and Pedestrian Bridge**

County: **Lumpkin**

Contract Type: **Cost Plus Fixed Fee**

Fixed Fee %: **10%**

Master Contract:

Contract Expiration: **20-Dec-2022**

Task Order No: **#, or "n/a" for conventional**

Discipline: Wood E&I Solutions, Inc.		Hours & Cost Estimate				BFI - No. 1					
Geotechnical- BFI End Bents		Total Hours	Principal	Project Manager	2nd Review Engineer or Professional	1st Review Engineer or Professional	Project Engineer or Professional	Field Engineer or Professional	Technician	CADD Technician	Support Assistant
Report Generation		38	12	-	-	-	40	-	-	-	-
	Laboratory Assignment & Boring Log Review		1				8				
	Field Book Data Review & Plan Preparation		1				4				
	Engineering Analysis & Design	20	4				16				
	Unanticipated Subsurface Conditions	-									
	Report Preparation	12	4				8				
	Draft Report Publishing	6	2				4				
		-									
Office Review		15	7	-	-	-	8	-	-	-	-
	Initial Report Review	1	1								
	Corrections	4					4				
	Final Report Review	4					4				
	QA/QC	4	4								
	Report Distribution	2	2								
		-									

Georgia Department of Transportation

COST PROPOSAL

Proj. No.: **6166-20-1572**

PI No.: **0016629**

Prime: **Wood E&I Solutions, Inc.**

Date: **July 13,2022-Rev 8/18/2022**

Wood E&I Solutions, Inc.

Project: **Dahlonega Lake Zwerner Sidewalk and Pedestrian Bridge**

County: **Lumpkin**

Contract Type: **Cost Plus Fixed Fee**

Fixed Fee %: **10%**

Master Contract:

Contract Expiration: **20-Dec-2022**

Task Order No: **#, or "n/a" for conventional**

Discipline:

Geotechnical- BFI End Bents

Hours & Cost Estimate

BFI - No. 1

BFI - No. 1 - Other Direct Costs (ODC's) Detailed Estimate

	Drilling of Borings	Vendor:	In-House or Vendor 1			\$2,625.00	Drilling of Borings TOTAL COST
	ITEM		UNIT	NO OF UNITS	UNIT RATE	COST	NOTES
	Mobilization, per rig		each		750		Assumed in conjunction with Interior Bents
	Drill Crew Per Diem, Three Man Crew		day	1.5	350	\$525.00	
	Bridge SPT Borings per ASTM D-1586 (0 - 50 FEET)		foot	100	15	\$1,500.00	
	Bridge SPT Borings per ASTM D-1586 (51 - 100 FEET)		foot		17.25		
	Bridge SPT Borings per ASTM D-1586 (101 - 150 FEET)		foot				
	Bridge SPT Borings per ASTM D-1586 (151 - 200 FEET)		foot				
	Bridge SPT Borings per ASTM D-1586 (201 FEET and greater)		foot				
	Wall SPT Borings per ASTM D-1586 (0 - 50 feet for Abutment Walls)		foot				
	Wall SPT Borings per ASTM D-1586 (51 - 100 feet for Abutment Walls)		foot				
	Wall SPT Borings per ASTM D-1586 (100 feet and greater for Abutment Walls)		foot				
	Piezometer/Monitoring Well		foot				
	Core or Rotary Drilling Setup		each		230		
	NQ Rock Coring		foot		60		
	Temporary Casing		foot		10		
	Undisturbed Shelby Tube Samples		each				
	Drill Crew Standby/Delay/Site Rehab		hour	2	260	\$520.00	
	Auger Boring		foot				
	Difficult Moving		hour				
	Drilling Through Concrete, per core		each		290		
	Water Hauling		hour				
	Patching Pavement at Grade		each	2	\$40.00	\$80.00	
	Patching Concrete Bridge Deck		each		\$115.00		
	Additional Mobilization (over 50 mile radius)		mile				
	Increase for SPT Borings (in greater than 50 BPF)		foot				
	Unanticipated Subsurface Conditions		foot				
	Water Truck						

Georgia Department of Transportation

COST PROPOSAL

Proj. No.: 6166-20-1572

PI No.: 0016629

Prime: Wood E&I Solutions, Inc.

Date: July 13,2022-Rev 8/18/2022

Project: Dahlonega Lake Zwerner Sidewalk and Pedestrian Bridge

County: Lumpkin

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Master Contract:

Contract Expiration: 20-Dec-2022

Task Order No: #, or "n/a" for conventional

Discipline:	Wood E&I Solutions, Inc.	Hours & Cost Estimate	BFI - No. 1			
	Laboratory	Vendor:	In-House or Vendor 3			\$600.00
	ITEM	UNIT	NO OF UNITS	UNIT RATE	COST	Laboratory TOTAL COST
	USCS Tests	each	4	150	\$600.00	
	Triaxial Shear (CU/PP)	each				
	Consolidation	each				
	Natural Moisture Content	each				
	Organic Content	each				
	Uniaxial Compression Test (Rock Cores)	each		\$250.00		
	Corrosivity Testing	each		\$200.00		
	Mobilization of Traffic (MOT)	Vendor:	In-House or Vendor 4			\$2,100.00
	ITEM	UNIT	NO OF UNITS	UNIT RATE	COST	Mobilization of Traffic (MOT) TOTAL COST
	Traffic Control Plan	each		\$1,000.00		Assumed in conjunction with Interior Bents
	MOT Mobilization	each		\$500.00		Assumed in conjunction with Interior Bents
	Day Time Temporary Lane Closure MOT	day	1	\$2,000.00	\$2,000.00	
	Night Time Temporary Lane Closure MOT	night				
	Law Enforcement Night Temporary Lane Closure MOT	shift				
	Crew Travel Support Vehicle 1	mile	1	\$100.00	\$100.00	
	Crew Travel Support Vehicle 2	mile				
	Consultant Travel	Vendor:	In-House or Vendor 5			\$69.60
	ITEM	UNIT	NO OF UNITS	UNIT RATE	COST	Consultant Travel TOTAL COST
	Travel	mile	120	\$0.58	\$69.60	
	Per Diem Meals and Lodging, Per Person	day				
	Expendible Project Supplies	Vendor:	In-House or Vendor 6			
	ITEM	UNIT	NO OF UNITS	UNIT RATE	COST	Expendible Project Supplies TOTAL COST
	Permit Fee	each				
	Project Specific Insurance, if required	each				
	Hazardous Waste Personal Protective Equipment for Drilling, if required	each				

Georgia Department of Transportation

COST PROPOSAL

Proj. No.: 6166-20-1572

PI No.: 0016629

Prime: Wood E&I Solutions, Inc.

Date: July 13,2022-Rev 8/18/2022

Project: Dahlonega Lake Zwerner Sidewalk and Pedestrian Bridge

County: Lumpkin

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Master Contract:

Contract Expiration: 20-Dec-2022

Task Order No: #, or "n/a" for conventional

Discipline:	Wood E&I Solutions, Inc.	Hours & Cost Estimate	BFI - No. 1			
	Geotechnical- BFI End Bents					
	Specialty Drilling & Testing	Vendor:	In-House or Vendor 7			Specialty Drilling & Testing TOTAL COST
	ITEM	UNIT	NO OF UNITS	UNIT RATE	COST	NOTES
	Mobilization of Specialty Drill, Per Rig	each		\$750.00		
	Mobilization of Specialty Support Equipment	each				
	Time Rate Drilling & Setup for Confined Spaces, Over Water, Specialty In-Situ Field	crew hour		\$230.00		
	Barge (for drilling over water)	hour				
	Casing	feet		\$10.00		
	Equipment Charge (Packers, Pressure meter, Dilatometer, etc.)	hour				
	Soil Test Borings	feet		\$11.50		
	HQ Rock Coring	feet		\$50.00		
	Grouting of Bore Holes	feet		\$10.00		
	Rock Core Setup	each		\$200.00		
	Core and Patch Bridge Deck	each		\$230.00		
	Ground Penetrating Radar (GPR)	hour		\$150.00		Assumed in conjunction with Interior Bents
	Water Truck	day		\$200.00		
	Errosion Control & Restoration	Vendor:	In-House or Vendor 8			Errosion Control & Restoration TOTAL COST
	ITEM	UNIT	NO OF UNITS	UNIT RATE	COST	NOTES
	Erosion Control (Materials & Trenching Equipment)	lineal foot				
	Limited Site Restoration in Cleared/Disturbed Areas	actual costs				
	Additional, if Needed	Vendor:	In-House or Vendor 9			Additional, if Needed TOTAL COST
	ITEM	UNIT	NO OF UNITS	UNIT RATE	COST	NOTES
	Additional, if Needed	Vendor:	In-House or Vendor 10			Additional, if Needed TOTAL COST
	ITEM	UNIT	NO OF UNITS	UNIT RATE	COST	NOTES

Georgia Department of Transportation

COST PROPOSAL

Proj. No.: 6166-20-1572

PI No.: 0016629

Prime: Wood E&I Solutions, Inc.

Date: July 13,2022-Rev 8/18/2022

Project: Dahlonega Lake Zwerner Sidewalk and Pedestrian Bridge

County: Lumpkin

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Master Contract:

Contract Expiration: 20-Dec-2022

Task Order No: #, or "n/a" for conventional

Discipline: Wood E&I Solutions, Inc.		Hours & Cost Estimate				BFI - No. 1				
BFI PM and Roadway Coordination										
Phase	Description	Total Hours	Total Cost	Total Other Direct Costs	Fixed Fee @ 10%	Total Labor Cost	Direct Labor Cost	Indirect Costs (Overhead) @ 121.75%	FCCM @	
	TOTALS ==>	42	\$ 6,515.33	\$ -	\$ 592.30	\$ 5,923.03	\$ 2,671.04	\$ 3,251.99	\$ -	

Staff Type / Project Hourly Rates / Hours											
		Total Hours	Principal	Project Manager	2nd Review Engineer or Professional	1st Review Engineer or Professional	Project Engineer or Professional	Field Engineer or Professional	Technician	CADD Technician	Support Assistant
			\$77.65	\$60.05	\$73.35	\$28.00	\$28.00	\$25.00	\$20.00	\$2.00	\$28.12
	TOTAL HOURS ==>	42	-	24	16	-	-	-	-	-	2
	TOTAL DIRECT LABOR COST==>	\$ 2,671	\$ -	\$ 1,441	\$ 1,174	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56

BFI - No. 1 - ODC SUMMARY PER VENDOR

Other Direct Costs		BFI - No. 1 Total Other Direct Costs		
Category	Vendor	Cost	Notes	
Drilling of Borings	In-House or Vendor 1			
Site Preperation / Clearing	In-House or Vendor 2			
Laboratory	In-House or Vendor 3			
Mobilization of Traffic (MOT)	In-House or Vendor 4			
Consultant Travel	In-House or Vendor 5			
Expendible Project Supplies	In-House or Vendor 6			
Specialty Drilling & Testing	In-House or Vendor 7			
Errosion Control & Restoration	In-House or Vendor 8			
Additional, if Needed	In-House or Vendor 9			
Additional, if Needed	In-House or Vendor 10			

Georgia Department of Transportation

COST PROPOSAL

Proj. No.: **6166-20-1572**

PI No.: **0016629**

Prime: **Wood E&I Solutions, Inc.**

Date: **July 13,2022-Rev 8/18/2022**

Project: **Dahlonega Lake Zwerner Sidewalk and Pedestrian Bridge**

County: **Lumpkin**

Contract Type: **Cost Plus Fixed Fee**

Fixed Fee %: **10%**

Master Contract:

Contract Expiration: **20-Dec-2022**

Task Order No: **#, or "n/a" for conventional**

Wood E&I Solutions, Inc.

Discipline: **BFI PM and Roadway Coordination**

Hours & Cost Estimate

BFI - No. 1

BFI - No. 1 - LABOR

	Total Hours	Principal	Project Manager	2nd Review Engineer or Professional	1st Review Engineer or Professional	Project Engineer or Professional	Field Engineer or Professional	Technician	CADD Technician	Support Assistant
TOTAL HOURS ==>	42	-	24	16	-	-	-	-	-	2
General	17	-	15	-	-	-	-	-	-	2
Project Programming	8		6							2
Internal Meetings	5		5							
Site Visit/Travel	-									
GDOT Meetings/Travel	3		3							
Utility Meeting/Locate/Travel	-									
Property Owner Contact	1		1							
	-									
Field Work	6	-	-	6	-	-	-	-	-	-
Gaining Site Access	-									
Boring Layout (Figures)	6			6						
Soil Logging/Classification & Drill Crew Supervision	-									
Groundwater Readings	-									
Installation Of Erosion Control And/or Limited Site Restoration	-									
Boring Backfill	-									
Travel To & From Site For Personnel	-									
Sample Transport To Laboratory (Unless Concurrent With Weekly Travel To & From Site)	-									
	-									

Georgia Department of Transportation

COST PROPOSAL

Proj. No.: **6166-20-1572**

PI No.: **0016629**

Prime: **Wood E&I Solutions, Inc.**

Date: **July 13,2022-Rev 8/18/2022**

Project: **Dahlonega Lake Zwerner Sidewalk and Pedestrian Bridge**

County: **Lumpkin**

Contract Type: **Cost Plus Fixed Fee**

Fixed Fee %: **10%**

Master Contract:

Contract Expiration: **20-Dec-2022**

Task Order No: **#, or "n/a" for conventional**

Wood E&I Solutions, Inc.

Discipline:		BFI PM and Roadway Coordination		Hours & Cost Estimate			BFI - No. 1				
		Total Hours	Principal	Project Manager	2nd Review Engineer or Professional	1st Review Engineer or Professional	Project Engineer or Professional	Field Engineer or Professional	Technician	CADD Technician	Support Assistant
	Report Generation	-	-	-	-	-	-	-	-	-	-
	Laboratory Assignment & Boring Log Review										
	Field Book Data Review & Plan Preparation										
	Engineering Analysis & Design	-									
	Unanticipated Subsurface Conditions	-									
	Report Preparation	-									
	Draft Report Publishing	-									
		-									
	Office Review	19	-	9	10	-	-	-	-	-	-
	Initial Report Review	5		2	3						
	Corrections	4		2	2						
	Final Report Review	4		2	2						
	QA/QC	5		2	3						
	Report Distribution	1		1							
		-									

Georgia Department of Transportation

COST PROPOSAL

Proj. No.: 6166-20-1572

PI No.: 0016629

Prime: Wood E&I Solutions, Inc.

Date: July 13,2022-Rev 8/18/2022

Wood E&I Solutions, Inc.

Project: Dahlonega Lake Zwerner Sidewalk and Pedestrian Bridge

County: Lumpkin

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Master Contract:

Contract Expiration: 20-Dec-2022

Task Order No: #, or "n/a" for conventional

Discipline: BFI PM and Roadway Coordination Hours & Cost Estimate

BFI - No. 1

BFI - No. 1 - Other Direct Costs (ODC's) Detailed Estimate

	Drilling of Borings	Vendor:	In-House or Vendor 1				Drilling of Borings TOTAL COST
	ITEM		UNIT	NO OF UNITS	UNIT RATE	COST	NOTES
	Mobilization, per rig		each		750		Assumed in conjunction with Interior Bents
	Drill Crew Per Diem, Three Man Crew		day		350		
	Bridge SPT Borings per ASTM D-1586 (0 - 50 FEET)		foot		15		
	Bridge SPT Borings per ASTM D-1586 (51 - 100 FEET)		foot		17.25		
	Bridge SPT Borings per ASTM D-1586 (101 - 150 FEET)		foot				
	Bridge SPT Borings per ASTM D-1586 (151 - 200 FEET)		foot				
	Bridge SPT Borings per ASTM D-1586 (201 FEET and greater)		foot				
	Wall SPT Borings per ASTM D-1586 (0 - 50 feet for Abutment Walls)		foot				
	Wall SPT Borings per ASTM D-1586 (51 - 100 feet for Abutment Walls)		foot				
	Wall SPT Borings per ASTM D-1586 (100 feet and greater for Abutment Walls)		foot				
	Piezometer/Monitoring Well		foot				
	Core or Rotary Drilling Setup		each		230		
	NQ Rock Coring		foot		60		
	Temporary Casing		foot		10		
	Undisturbed Shelby Tube Samples		each				
	Drill Crew Standby/Delay/Site Rehab		hour		260		
	Auger Boring		foot				
	Difficult Moving		hour				
	Drilling Through Concrete, per core		each		290		
	Water Hauling		hour				
	Patching Pavement at Grade		each		\$40.00		
	Patching Concrete Bridge Deck		each		\$115.00		
	Additional Mobilization (over 50 mile radius)		mile				
	Increase for SPT Borings (in greater than 50 BPF)		foot				
	Unanticipated Subsurface Conditions		foot				
	Water Truck						

Georgia Department of Transportation

COST PROPOSAL

Proj. No.: 6166-20-1572

PI No.: 0016629

Prime: Wood E&I Solutions, Inc.

Date: July 13,2022-Rev 8/18/2022

Project: Dahlonega Lake Zwerner Sidewalk and Pedestrian Bridge

County: Lumpkin

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Master Contract:

Contract Expiration: 20-Dec-2022

Task Order No: #, or "n/a" for conventional

Wood E&I Solutions, Inc.

Discipline: BFI PM and Roadway Coordination Hours & Cost Estimate

BFI - No. 1

	Laboratory	Vendor:	In-House or Vendor 3				Laboratory TOTAL COST
	ITEM		UNIT	NO OF UNITS	UNIT RATE	COST	NOTES
	USCS Tests		each		150		
	Triaxial Shear (CU/PP)		each				
	Consolidation		each				
	Natural Moisture Content		each				
	Organic Content		each				
	Uniaxial Compression Test (Rock Cores)		each		\$250.00		
	Corrosivity Testing		each		\$200.00		
	Mobilization of Traffic (MOT)	Vendor:	In-House or Vendor 4				Mobilization of Traffic (MOT) TOTAL COST
	ITEM		UNIT	NO OF UNITS	UNIT RATE	COST	NOTES
	Traffic Control Plan		each		\$1,000.00		Assumed in conjunction with Interior Bents
	MOT Mobilization		each		\$500.00		Assumed in conjunction with Interior Bents
	Day Time Temporary Lane Closure MOT		day		\$2,000.00		
	Night Time Temporary Lane Closure MOT		night				
	Law Enforcement Night Temporary Lane Closure MOT		shift				
	Crew Travel Suport Vehicle 1		mile		\$100.00		
	Crew Travel Suport Vehicle 2		mile				
	Consultant Travel	Vendor:	In-House or Vendor 5				Consultant Travel TOTAL COST
	ITEM		UNIT	NO OF UNITS	UNIT RATE	COST	NOTES
	Travel		mile		\$0.58		
	Per Diem Meals and Lodging, Per Person		day				
	Expendible Project Supplies	Vendor:	In-House or Vendor 6				Expendible Project Supplies TOTAL COST
	ITEM		UNIT	NO OF UNITS	UNIT RATE	COST	NOTES
	Permit Fee		each				
	Project Specific Insurance, if required		each				
	Hazardous Waste Personal Protective Equipment for Drilling, if required		each				

Georgia Department of Transportation

COST PROPOSAL

Proj. No.: 6166-20-1572

PI No.: 0016629

Prime: Wood E&I Solutions, Inc.

Date: July 13,2022-Rev 8/18/2022

Project: Dahlonega Lake Zwerner Sidewalk and Pedestrian Bridge

County: Lumpkin

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Master Contract:

Contract Expiration: 20-Dec-2022

Task Order No: #, or "n/a" for conventional

Wood E&I Solutions, Inc.

Discipline:

BFI PM and Roadway Coordination

Hours & Cost Estimate

BFI - No. 1

Specialty Drilling & Testing		Vendor:	In-House or Vendor 7				Specialty Drilling & Testing TOTAL COST
ITEM	UNIT	NO OF UNITS	UNIT RATE	COST	NOTES		
Mobilization of Specialty Drill, Per Rig	each		\$750.00				
Mobilization of Specialty Support Equipment	each						
Time Rate Drilling & Setup for Confined Spaces, Over Water, Specialty In-Situ Field	crew hour		\$230.00				
Barge (for drilling over water)	hour						
Casing	feet		\$10.00				
Equipment Charge (Packers, Pressure meter, Dilatometer, etc.)	hour						
Soil Test Borings	feet		\$11.50				
HQ Rock Coring	feet		\$50.00				
Grouting of Bore Holes	feet		\$10.00				
Rock Core Setup	each		\$200.00				
Core and Patch Bridge Deck	each		\$230.00				
Ground Penetrating Radar (GPR)	hour		\$150.00		Assumed in conjunction with Interior Bents		
Water Truck	day		\$200.00				
Errosion Control & Restoration		Vendor:	In-House or Vendor 8				Errosion Control & Restoration TOTAL COST
ITEM	UNIT	NO OF UNITS	UNIT RATE	COST	NOTES		
Erosion Control (Materials & Trenching Equipment)	lineal foot						
Limited Site Restoration in Cleared/Disturbed Areas	actual costs						
Additional, if Needed		Vendor:	In-House or Vendor 9				Additional, if Needed TOTAL COST
ITEM	UNIT	NO OF UNITS	UNIT RATE	COST	NOTES		
Additional, if Needed		Vendor:	In-House or Vendor 10				Additional, if Needed TOTAL COST
ITEM	UNIT	NO OF UNITS	UNIT RATE	COST	NOTES		



Wood Environment & Infrastructure Solutions, Inc.
1075 Big Shanty Road NW
Suite 100
Kennesaw, GA 30144
USA
T: 770-421-3400
www.woodplc.com

July 29, 2022

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

**Subject: Change Order Proposal No. 4 for PI 0016629
City of Dahlonega Morrison Moore Pedestrian Bridge and Sidewalk
Additional Engineering Design Services
Wood Proposal 22PROPGOVT.0000.CODCO4**

Dear Mr. Buchanan:

Wood Environment & Infrastructure Solutions, Inc. (Wood) respectfully submits this change order proposal to the City of Dahlonega (City) to provide additional engineering design and administrative services for Project PI 0016629 related to the Morrison Moore Pedestrian Bridge and Sidewalk. The project includes a pedestrian bridge across Lake Zwerner and approximately 4,550 linear feet of pedestrian sidewalk along SR60/US19 from SR60 Business to CR 189/ Wimpy Mill Road, located north of the City of Dahlonega.

Project Background

Wood's team has been providing Engineering Design Services for Project PI 0016629, Morrison Moore Pedestrian Bridge and Sidewalk, since December 2020. During the constructability review meeting, the City and TAP manager requested that the Wood team analyse relocation of the sidewalk behind the existing guardrail to reduce the length and height of retaining walls. Dahlonega requested this change order proposal to modify the preliminary design plans.

Scope of Services

The additional design and engineering services will be executed in accordance with the GDOT Plan Development Process (PDP). The following additional tasks will be performed for the design change from a having a parapet type wall to a gravity type wall and adjust the profile of the sidewalk on the approach to the bridge in order to retain the existing guardrail while building the new sidewalk. The three-span bridge will remain as currently designed.

- Revision of Preliminary Plans to include a gravity wall (GDOT Std 9031L) replacing the parapet wall (GDOT Std 4949D), with the sidewalk shifted vertically and horizontally to maintain the existing guardrail approaches to the roadway traffic bridge.
- The location of the sidewalk will be adjusted beyond Wimpy Mill Road such that it is located away from the adjacent travel lane and shoulder of SR 9/Morrison Moore Pkwy. The new location of sidewalk will avoid adding new curb and gutter along the roadway and not necessitate modification of the nearby roadway ditch.
- Update the 50 series erosion control plans to relocate the sidewalk behind the guardrail.
- Preliminary bridge layout drawing will be updated to reflect the new wall types. Preliminary bridge layout will be resubmitted for approval to the GDOT Bridge Office. The scope of services for final design and bridge plans will now include the design, detailing, and QA/QC as it relates to drilled shafts in caissons.

- Update the AASHTOWare quantities based on the revised design.
- Coordinate with Environmental reviewers and environmental permit preparers.
- Wood's subconsultant, Edwards Pitman Environmental, Inc. (EPEI), will perform analysis for compliance with Section 4(f) of the US Department of Transportation Act of 1966 for the extension of the sidewalk (multi-use trail) to the parking area of Lake Zwerner. The proximity to, and possibly within, property owned by the City of Dahlonega and used for recreational purposes may require analysis. This determination includes coordination with state and federal agencies and the design team, and ultimately documentation of findings either in a stand-alone document or within a Categorical Exclusion (CE) for compliance with the National Environmental Policy Act (NEPA).

Assumptions & Exceptions

In addition to the assumptions discussed in the Scope of Services included herein, the following assumptions were made in preparation of this change order proposal:

- No Right of Way or Easement will be required for sidewalk and construction in the boat ramp parking lot area since property is owned by the City.
- The existing guardrail near the roadway bridge will not be replaced by Project PI 0016629.
- No extensive coordination related to the change in alignment will be required with TAP or GDOT and there will be no change in the approved concept report.

The following items are excluded from this proposed scope of services but can be provided, if requested, for additional fees:

- Bidding and construction phase support services (i.e. participation in meetings, submittal reviews, responses to RFIs, field inspections for erosion control, construction engineering and supervision, materials testing, etc.)
- Right-of-Way Plans
- Traffic Signal Redesign or Associated Traffic Operation
- Preparation of As-built Drawings
- NPDES permitting fees, USACOE mitigation credits (if needed) and other regulatory review fees
- Public Information Open House (PIOH) support, other than as noted previously in our scope
- No meetings will be face to face for this new scope and all submittals are digital.

Fee

Wood proposes to perform the scope of services described herein on a Cost-Plus Fixed Fee (CPFF) basis for a sum of \$32,703.24. This amount is based on an estimate of hours and direct expenses necessary to perform the described scope. This fee is valid for 30 days from the date of this proposal. Should additional services become necessary due to unforeseen circumstances that would modify the proposed scope of services, we will contact you to discuss and obtain your approval for the additional. Invoices will be submitted to the City of Dahlonega monthly. Please find attached the Change Order No.4 Design Fee Estimate Excel File and PDF file. The activities are described in detail for each involved discipline.

Schedule

Wood can initiate our services upon receipt of written authorization to proceed. Completion of this effort for submittal to GDOT for review is anticipated to require five weeks.

Terms and Conditions

Wood proposes to perform the scope of services outlined in this change order proposal as an addition to Wood's existing project (Project No. 6166-20-1572) under the terms and conditions of the professional services agreement dated December 4, 2020. If this change order proposal is acceptable, please sign below and return a copy to Soraya Agudelo via electronic mail at soraya.agudelo@woodplc.com. Wood cannot commence services until written Notice to Proceed and a Purchase Order for the scope and fee presented herein have been received.

COVID-19 Consideration

Notwithstanding anything mentioned in this proposal, the attached documents or any terms or conditions applicable to Wood's work, if Wood's work is delayed, disrupted, suspended, or otherwise impacted as a direct or indirect result of COVID-19 (coronavirus), including, but not limited to, by (1) disruptions to material and/or equipment supply; (2) illness of Wood's or Subcontractors' workforce and/or unavailability of labor; (3) government quarantines, closures, or other mandates, restrictions, and/or directives; (4) Wood's or Subcontractors' restrictions and/or directives; and/or (5) fulfillment of Wood's or Subcontractors' contractual or legal health and safety obligations associated with COVID-19; then, Wood shall be entitled to a reasonable adjustment to the schedule and duration to account for such delays, disruptions, suspensions, and impacts.

To the extent the causes identified herein result in an increase in the price of labor, materials, or equipment used in the performance of these services, Wood may be entitled to a mutually agreed upon equitable adjustment to the price for such increases, provided Wood presents documentation of such increases (including the original prices).

Closing

We appreciate this opportunity and your confidence in Wood's team to provide these important services to you. Please contact Soraya Agudelo at 470-763-1332 if you have any questions or would like to discuss this proposal.

Sincerely,

Wood Environment & Infrastructure Solutions, Inc.



Azim Mohammed, P.E.
Senior Transportation Engineer

Soraya.Agudelo Digitally signed by
Soraya.Agudelo
Date: 2022.07.29 09:09:36 -04'00'
Soraya Agudelo, LEED AP BD+C
Associate Project Manager

Proposal approval granted by:

Signature Date

Name Title

Enclosures: Wood Change Order No. 4 Design Fee Estimate - Excel File
Wood Change Order No. 4 Design Fee Estimate - PDF File

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC

Design Services with Fee Estimate

Project: City of Dahlonega Morrison Moore Pedestrian Bridge and Sidewalk Change Order No. 4

			Hrs/EA									
Task No.	Drawing/Task Name	# EA	Assoc PM (Agudelo)	Princ Snr Eng. (Rountree)	Sen Eng. (Mohamm ed /Kurtz)	Prin. Struct. (Daniel)	Sen Struct Eng. (Fraker)	Tech Prof 3 (Abano)	Adm (Frazier)	Total Hours	Value	
Hourly Rates			146.48	253.66	178.93	153.42	143.31	98.51	68.59			
Task 1	Revision of Preliminary Plans Design to Relocate Sidewalk and Revise Retaining Walls									164.00	\$21,224.68	
	Revision of Preliminary Plans	1		2.00	16.00		12.00	56.00		86.00	\$10,606.48	
	Update Quantities	1		2.00	8.00		8.00	16.00		34.00	\$4,661.40	
	QA/QC Review and Response	1		4.00	8.00		8.00	24.00		44.00	\$5,956.80	
	Subtotal		0.0	8.0	32.0	0.0	28.0	96.0	0.0			
Task 2	Update Preliminary Bridge Plans									10.00	\$1,229.32	
	Update preliminary Bridge Plans	1					2.00	4.00		6.00	\$680.66	
	QA/QC Review and Response	1				2.00	1.00	1.00		4.00	\$548.66	
										0.00	\$0.00	
	Subtotal		0.0	0.0	0.0	2.0	3.0	5.0	0.0			
Task 3	Revision of Environmental Documents									20.00	\$7,356.84	
	Additional Environmental Documents (EPEI) Section 4(f) Analysis to be included on the categorical exclusion (subconsultant)	1									\$5,064.96	
	Additional Erosion Control	1			4.00			16.00		20.00	\$2,291.88	
										0.00	\$0.00	
	Subtotal		0.0	0.0	4.0	0.0		16.0	0.0			
Task 5	Project Management and Coordination									24.00	\$2,892.40	
	Additional Project Management, Procurement and Coordination	1	12.00						8.00	20.00	\$2,306.48	
	General QA /QC	1	4.00							4.00	\$585.92	
	Subtotal		16.00	0.00	0.00	0.00	0.00	0.00	8.00			
	Total Design Hours		16.0	8.0	36.0	2.0	31.0	117.0	8.0	218.0		
			TOTAL:									\$32,703.24

SUPPLEMENTAL AGREEMENT NO. 2

**To the PROJECT FRAMEWORK
AGREEMENT**

By And Between

**GEORGIA DEPARTMENT OF
TRANSPORTATION**

And

CITY OF DAHLONEGA

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

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.

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

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.

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: Aug-02-2022 11:02:17 AM

Project: 0016629

Description:	SR 9/SR 60 FROM SR 60BU TO N OF YAHoola CREEK
Project Manager Name:	Lawing, Michael
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	Y307	AUTHORIZED	\$.00	(\$80,000.00)	\$.00	(\$20,000.00)	(\$100,000.00)
	Z302	AUTHORIZED	(\$332,000.00)	\$.00	\$.00	(\$83,000.00)	(\$415,000.00)
PE Subtotal:			(\$332,000.00)	(\$80,000.00)	\$.00	(\$103,000.00)	(\$515,000.00)
TOTALS:			(\$332,000.00)	(\$80,000.00)	\$.00	(\$103,000.00)	(\$515,000.00)

Project Accounting

	CONTINGENCY	CONTRACT				INHOUSE / OVERHEAD / GENERAL FUNDS**			
Activity	Amount	Allotted	Unearned	Earned	Allotment Balance	Allotted	Unearned	Earned	Allotment Balance
PE	\$.00	\$332,000.00	\$177,258.35	\$154,741.65	\$.00	\$.00	\$.00	\$.00	\$.00
TOTALS:	\$.00	\$332,000.00	\$177,258.35	\$154,741.65	\$.00	\$.00	\$.00	\$.00	\$.00

Project Accounting Summary

Activity	Allotted	Unearned	Earned	Allotment Balance	%Earned	Last Activity Date
PE	\$332,000.00	\$177,258.35	\$154,741.65	\$.00	46.61%	Jun-24-2022

ATTACHMENT A

**Original Contract Amount and Previous
Supplemental Agreement Amounts**

Maximum Federal Participation:	\$332,000.00
Local Participation:	\$83,000.00
Original Total Agreement Amount:	\$415,000.00

Supplemental Agreement No. 2 Amount

Federal Supplemental Amount:	\$80,000.00
Local Participation/Match:	\$20,000.00
Total Supplemental Amount:	\$100,000.00

**Composite Amount
(Original Contract Plus Supplemental Agreement No. 2)**

Revised Total Federal Amount:	\$412,000.00
Local Participation/Match:	\$103,000.00
Revised Total Agreement Amount:	\$515,000.00



City Council Agenda Memo

DATE: August 15, 2022
TITLE: Annual Asphalt Patching and Leveling Project #2022-015
PRESENTED BY: Vince Hunsinger, Capital Projects Manager

AGENDA ITEM DESCRIPTION:

The City of Dahlonaga is requesting quotes for asphalt patching and leveling on various city streets for the budget year ending September 30, 2023, to include an annual renewal option for up to two fiscal years.

HISTORY/PAST ACTION:

City published Request for Quote on 7/5/2022 for the purpose of renewal of the contract for asphalt patching and leveling on various city streets. The current contract expires at the end of September. There is no option to extend the contract currently. We must seek a new contract.

FINANCIAL IMPACT:

\$261.00 per ton from October 1, 2022 – September 30, 2023

RECOMMENDATION:

Accept the Raines Grading, Hauling & Paving contract Quote dated August 9, 2022

SUGGESTED MOTIONS:

Approve Raines Grading, Hauling & Paving for the Annual Asphalt Patching and Leveling for the 2023 Fiscal Year

ATTACHMENTS:

VENDORS PRICE PROPOSAL
ANNUAL ASPHALT PATCHING AND LEVELING
ON VARIOUS CITY STREETS
RFQ #2022-015

Company Name: Baines Grading, Hauling & Paving

Price: \$261.00 PER TON.

Quote valid for 365 days

By signing below, I guarantee these prices will not change and will be valid for the remainder of the fiscal year 2023 budget year (October 1, 2022 – September 30, 2023). The City of Dahlonega does not guarantee any minimum or maximum quantities of tons to be placed.


I certify the above proposal is all inclusive and final per document specifications.

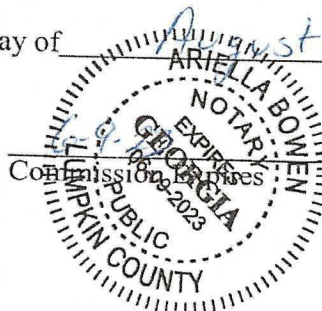

Authorized Signature

Daniel Raines
Print Name

Owner
Title

Sworn to and subscribed before me this 9th day of August, 2022.


Notary Public



COPY



City Council Agenda Memo Amended

DATE: 08/08/2022
TITLE: TSPLOST Distribution, Joint Project, Future Inter-Governmental Agreement (To be Negotiated)
PRESENTED BY: Mark Buchanan, City Engineer

AGENDA ITEM DESCRIPTION:

Staff and select councilmembers have met with Lumpkin County regarding the upcoming TSPLOST. An upcoming Intergovernmental Agreement will be required for the collection of the funds and a joint project. Currently, proposed intersection improvements to the Auraria Road and Hwy 52/9 West intersection and Torrington Road is the leading candidate for the joint project. Staff from the City and County are working with GDOT regarding details and funding. Currently, the negotiated distribution percentage is as follows: 81% County and 19% City. The recommended TSPLOST percentage was arrived at through a calculation of 75% population and 25% road miles.

HISTORY/PAST ACTION:

Two meetings have occurred with County Staff & Leadership, Lumpkin County representatives, and GDOT.

FINANCIAL IMPACT:

The financial impacts of the TSPLOST and the construction of the selected joint project will be significant. Details were not available at the time of this writing.

RECOMMENDATION:

Staff recommends approval of moving forward with future meetings with Lumpkin County in order to execute an Intergovernmental Agreement cementing the 81/19 distribution mentioned above and the joint project at the Auraria/52/Torrington intersection.

SUGGESTED MOTIONS:

A suggested motion is to approve the 81/19 distribution amounts and joint project at Auraria Road and Hwy 52/9 West intersection and Torrington Road contingent upon a negotiated Inter-governmental agreement.

ATTACHMENTS:



City Council Agenda Memo

DATE: August 26, 2022
TITLE: Government Finance Acquisition Administration Compliance - Municipal Funding Acquisition Agreement
PRESENTED BY: Allison Martin, Finance Director

AGENDA ITEM DESCRIPTION:

Opportunity to utilize the services of a municipal funding acquisition firm to locate funding sources for city operations, plan development, community improvement, and capital projects, and assist with administration and compliance.

HISTORY/PAST ACTION:

The City historically seeks grant opportunities from known sources based upon recommendations from our professional organizations. Staff does not have the expertise or resources to seek alternate or more obscure funding opportunities from government or private agencies or foundations. GFAAC is a company that will seek out funding opportunities for the city at no risk to the city. They are only paid if the city is successful in obtaining the funds and the funds are received by the city. They charge a 15% commission. This is a very competitive rate compared to other grant writing services. This item was discussed at the work session and now moves forward to the regular meeting for consideration for approval.

FINANCIAL IMPACT:

There is no adverse impact on the operational budget to use this service.

RECOMMENDATION:

The recommendation of staff is to approve the use of this service.

SUGGESTED MOTIONS:

I make a motion to approve a contract with Government Finance Acquisition Administration Compliance.

ATTACHMENTS:

GFAAC flyer, information, and proposed contract.

Government

Finance

Acquisition

Administration

Compliance



“The President says 85% of stimulus funds are gone!”

HOW MUCH MONEY HAS YOUR CITY LEFT ON THE TABLE?

- ❖ Is your staff person a Grant FINDER or just a Grant WRITER?
- ❖ The best grants are nearly impossible to find. We know where they are!
- ❖ Do your staff members spend 40+ hours a week finding grants? We do!
- ❖ Are your feasibility plans paid for by you or by a federal grant?
- ❖ Do grant funders call YOU to give away their money? They call us!
- ❖ Are you getting any of these grants? You should be! WHSD, BBB, SRI, FTB, IJJA, BID, TLO, HH2M, FF4, BII, SFE, etc, etc.

Call us for a free consultation and advice.

Stephanie Hensley

912-226-1661

Stephanie@GFAAC.org

Hydraulic Lifts

Rental Assistance for Residents

Tutoring

Concert Amphitheaters

New Sidewalks

Health Center

Small Business Support

Money For Feasibility Studies

New water main line, water tower or wells

BMX Trails

Additional Staff

New Fire Station

Sewer Replacement or Upgrades

Total Revitalization of your Downtown

High Speed Internet for Citizens

Call us for a free consultation and advice.

Stephanie Hensley

912-226-1661

Stephanie@GFAAC.org

Sourcing of Federal and State Funds For Your City

TYPES OF FUNDING FOR YOUR CITY

- Rental/Mortgage Relief for its Residents
- Shuttle Buses
- WasteWater Treatment Plants or Pipes
- Storm Water Mitigation
- Concert Amphitheater
- Free Feasibility Studies
- New Sidewalks
- Bike Paths
- High Speed Internet for Citizens
- New Fire Station
- Health Center
- HVAC systems in City buildings
- Demolition Projects
- Small Business Loans for local businesses
- Surveillance Systems
- City Gateway
- Street Cleaning Equipment
- Maintenance Vehicles and Groundskeeping Equipment
- Computer Software
- Tutoring for Students
- Traffic Calming Devices
- Continued Revitalization of Downtown Area
- Much, much more...

WHO IS GFAAC?

Government Financing, Acquisition, Administration and Compliance (GFAAC) manages the sourcing, administration and compliance for federal and state government funding of municipalities. We have expertise in searching out and obtaining the more obscure government financing and grants.

GFAAC seeks and navigates a wide array of governmental funding sources and has developed a proprietary process for maximizing monetary awards for municipalities: FOGS™ (Formulaic Obligatory Grants™) and NOGS™ (Non-competitive Obligatory Grants™)

Our entire management team has obtained and managed over a dozen federal and state contracts and has become experts at navigating the complex bureaucratic red-tape. We have also obtained millions in COVID-19 stimulus funds for numerous private companies, administered the programs, and managed program compliance. We have helped private companies apply for and retain their DBE designation.

We are a “boutique” firm and due to our focused time commitment and total dedication to our clients, we only accept a limited number of clients in order to give them our full attention. We see ourselves as a partner in helping the Mayor, City Council and City Manager achieve their vision for the city.

GFAAC is also available to manage the entire lifecycle of the fund sourcing process, Pre-Award, Award, and Post Award phases including: full program administration; ensuring compliance with all regulatory and legal requirements; and processing close-outs. We are adept at contract preparation, project management, programmatic and financial monitoring, allocations for funding and government compliance and audits. As recipients of federal funds, we ensure that our clients comply with federal environmental, labor, and all other requirements. We also conduct, and utilize, data from our own feasibility studies and LMI/MHI population income surveys where needed.

We have applied for, received, and managed over a dozen large projects for the GDOT. We have negotiated intricate corporate transactions and have created an expertise in complex state and federal contracting. We leverage our expansive experience in contracting to represent municipalities and businesses in dealing with various entities of federal and state governments.

GFAAC has devised program guidelines, policies, procedure, and implementation plans to ensure that proper internal controls are developed and implemented for prevention of fraud and abuse.

We have multiple Subject Matter Experts, including: CPAs, an attorney specializing in transactional contracting, a financial manager, grant writers, project managers, and researchers. Our founder, Stephanie Hensley, is a graduate of the #1 International MBA Program in the country. On behalf of two different Fortune 500 corporations, she has traveled to over 20 countries, negotiating contracts in two languages, with CEOs of major companies. She has managed over a dozen state grants from bidding to completion. Ms. Hensley has undergone the comprehensive process of certifying one of her companies as a DBE with the Department of Transportation.

Among the many skills and accomplishments of our staff we have:

- An MBA with a degree from the #1 program in the country
- An MBA with two post-graduate finance degrees in Strategic Financial Planning
- A grant writer who worked in collaboration with the second largest university in Georgia
- A Certified Managerial Coach (CMC)
- A Six-Sigma Green Belt
- Two executives who are both fluently bi-lingual and bi-cultural
- A certification as an IAB Digital media expert
- Process improvement experts
- Grant administrators knowledgeable with a suite of grants management software programs including:
 - Submittable
 - Zengen by Wizehive
 - AmpliFund
 - more...

Professionally our staff is involved with, and undergoes professional training with the National Grants Management Association (NGMA). Our senior Grant Managers/Grant Administrators are working towards their Certified Grants Management Specialist (CGMS) certification through NGMA.

HOW ARE WE COMPENSATED?

GFAAC will only get paid when the money arrives in the City account. We work on straight commission and we only get paid when you do.

NEXT STEPS?

GFAAC is available to meet with the City Staff, Mayor, or City Council. Please call Stephanie Hensley at 912-226-1661

**MUNICIPAL FUNDING ACQUISITION AGREEMENT
BY AND BETWEEN
CITY OF DAHLONEGA AND GFAAC, LLC**

MUNICIPAL FUNDING ACQUISITION AGREEMENT

This Municipal Funding Acquisition Agreement (hereinafter the “Agreement”) is entered into as of _____, 2022 (the “Effective Date”), between the City of Dahlonega (“City of Dahlonega” or “City” or “Dahlonega”) and GFAAC, LLC, a Georgia Limited Liability Company (“GFAAC” or Sustainability “Facilitator”).

WHEREAS, the City of Dahlonega is located in Lumpkin County, State of Georgia; and

WHEREAS, GFAAC represents that the City of Dahlonega is potentially entitled to funding from governmental and non-governmental grants, stimulus funds and such other programs (hereinafter collectively referred to as “Municipal Funding Opportunities” or “MFO’s”); and

WHEREAS, the City of Dahlonega recognizes assistance acquiring and securing additional MFO’s and such MFO funds and funding for City programs, priorities, and initiatives would be in the City’s best interest; and

WHEREAS, GFAAC desires to assist the City of Dahlonega in obtaining additional MFO’s from governmental and non-governmental programs; and

WHEREAS, the City of Dahlonega and GFAAC desire to set forth herein the terms and conditions of such arrangement whereby GFAAC shall assist the City of Dahlonega in identifying, applying for, and securing MFO’s, and GFAAC shall work with the City’s management team on such governmental and non-governmental grants, and such other programs.

NOW THEREFORE, for and in consideration of the mutual promises made in this Agreement, as well as other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the parties agree as follows:

1. Purpose of Agreement.

The City of Dahlonega does hereby engage GFAAC upon the terms and conditions of this Agreement to identify, apply for, and procure MFO’s. GFAAC does hereby agree to provide the MFO acquisition services on behalf of the City upon the terms and conditions of this Agreement.

2. Term of Agreement.

The initial term of this Agreement shall be one (1) year and shall commence on the Effective Date. During this initial 1-year term, the City may only terminate the Agreement For Cause. As used herein, “For Cause” shall mean and refer to any of the following circumstances: (i) GFAAC commits a material breach of the Agreement and fails to cure same as required in Section 8(a)(1), below, after the City provides written notice of the breach; (ii) GFAAC violates any applicable state or federal law in the course of its performance under this Agreement; (iii) GFAAC files for bankruptcy protection.

This Agreement shall automatically renew for another one (1) year term unless one party serves the other party with written notice of its intent not to renew the Agreement. To be effective, this written Notice of Non-Renewal must be sent to the other party within the thirty-day period that immediately precedes the conclusion of the initial one (1) year term.

3. The Services.

(a) GFAAC's Services.

Starting on the Effective Date, GFAAC shall provide and perform the Services for the City of Dahlonega in accordance with the terms of this Agreement and the attached Schedule "A" incorporated herein by reference (i.e., GFAAC Services).

(b) Compliance with Laws and Policies.

(i) Generally. GFAAC shall perform the Services in compliance with:

(a) All Laws applicable to GFAAC in its performance and delivery of the Services;
and

(b) All Laws applicable to the portion of the services of the City of Dahlonega performed by GFAAC as part of the Services, just as if the City of Dahlonega performed the Services.

(c) City of Dahlonega Covenants.

(i) Duties and Obligations. Starting on the Effective Date, the City of Dahlonega shall provide and perform the duties and obligations in accordance with the terms of this Agreement and the attached Schedule "B" incorporated herein by reference – (i.e., City of Dahlonega's Duties and Obligations).

(ii) Grant of Right of First Refusal. For every MFO identified for the City by GFAAC, the City shall grant GFAAC the Right of First Refusal to apply for those same MFOs on behalf of the City during the corresponding Proscribed Periods. As used herein, a "Proscribed Period" shall mean the three-year period running from the date that GFAAC identifies a particular MFO to the City. The Right of First Refusal set forth herein shall proscribe the City from applying for an identified MFO (either through its own employees or through a third party vendor) unless and until GFAAC gives the City written notice of its intention not to apply for same. Any time GFAAC exercises its Right of First Refusal by electing to apply for an MFO it identifies to the City, all the terms and conditions of this Agreement shall govern the parties' performances, including without limitation, the terms governing GFAAC's compensation and the City's covenants.

(d) Performance Level.

GFAAC agrees that it will use reasonable efforts to ensure the highest level of performance of the Services.

4. Charges; Invoices; and Payments.

(a) Fees for MFO's procured by GFAAC.

The City of Dahlonaga shall pay GFAAC fifteen percent (15%) of all MFO revenue procured by GFAAC for the City regardless of whether such revenue is received by the City during the term of this Agreement, during a renewal term of this Agreement or after a termination (or non-renewal) of this Agreement.

(b) Payment.

The City of Dahlonaga shall advise GFAAC in writing of all MFO revenue it receives within three (3) business days of its receipt. GFAAC shall invoice the City of Dahlonaga within ten (10) days of receiving notice that MFO revenue has been received by the City. All amounts due to GFAAC in accordance with section 4 (a) above, shall be due and payable no later than fifteen (15) days of the City of Dahlonaga's receipt, directly or indirectly, of the applicable MFO revenue. The City of Dahlonaga shall wire all funds due and owing GFAAC in accordance with the wiring instructions provided by GFAAC to the City of Dahlonaga, from time to time.

(c) Taxes.

(i) Responsibility. The City of Dahlonaga shall be responsible for any Taxes imposed on, based on, or measured by any revenue/funding it receives, directly or indirectly, from the MFO's, pursuant to the Agreement. GFAAC shall be responsible for any Taxes on any payments it receives from the City of Dahlonaga in accordance with the terms of this Agreement.

(ii) Withholding Taxes. GFAAC shall be responsible for any Withholding Tax liability asserted by any tax authority against GFAAC on any payments it receives from the City of Dahlonaga in accordance with the terms of this Agreement.

(iii) Cooperation. The Parties agree to reasonably cooperate with each other to enable each to determine its own Tax liabilities more accurately and to minimize such Taxes incurred in connection with the Agreement to the extent legally possible.

(d) Disputed Charges/Credits.

In the event that GFAAC disputes the accuracy or applicability of any MFO revenue received, directly or indirectly by the City, GFAAC shall notify the City of Dahlonaga of such dispute as soon as practicable after the discrepancy has been discovered. The Parties will investigate and attempt to resolve the dispute in a prompt and reasonable manner. Regardless of any disputes, GFAAC shall have the right to conduct an audit (personally or hire a third party to conduct the audit) of the City of Dahlonaga's books and records that are directly related to the receipt, transfer, and use of MFO's (including, but not limited to, bank accounts). This audit right shall be available to GFAAC at least one (1) time per calendar year. If the audit reveals that the

City of Dahlonega did not pay GFAAC any amount owed, then GFAAC shall have an extra audit right within twelve (12) months of the applicable audit disclosing the error/deficiency. The City of Dahlonega shall use all reasonable efforts to work in good faith with GFAAC to allow GFAAC to conduct the audit. If the audit reveals a difference in the amount paid GFAAC and the amount owed to GFAAC, then the City of Dahlonega shall pay all of GFAAC's costs and expenses associated with the audit in addition to the amount actually owed GFAAC. This GFAAC audit right survives the termination of this Agreement for a period of five (5) years but may be terminated upon a negotiated agreement of both parties in writing.

5. Covenants.

(a) Services.

GFAAC shall render Services using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement, and shall render Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services. Notwithstanding any provision to the contrary the parties acknowledge that some of the Services (e.g., those that are not grant writing services) being provided are a novel and new type of service.

(b) Continuous Improvement.

GFAAC shall diligently and continuously try to improve the performance and delivery of the Services by GFAAC and the elements of the policies, processes, procedures, and systems that are used by GFAAC to perform and deliver the Services.

(c) No Solicitation.

The City of Dahlonega agrees that, during the Term of this Agreement and for a period of two (2) years after the termination or expiration of the Agreement, the City of Dahlonega agrees not to solicit or hire any of GFAAC's employees or full-time independent contractors nor interfere with the business relationship between GFAAC and such workers.

6. Representations and Warranties.

(a) Representations and Warranties of the City of Dahlonega.

The City of Dahlonega represents and warrants to GFAAC:

(i) Organization; Power. As of the Effective Date, the City of Dahlonega is a city incorporated in Lumpkin County, Georgia, with all such powers, rights, and duties as prescribed and afforded by the laws of the State of Georgia, Lumpkin County, and its own City Code, including the power, authority, and ability to enter into the Agreement.

(ii) Authorized Agreement. This Agreement has been duly authorized, executed, and delivered by the City of Dahlonega and constitutes a valid and binding agreement of the City of Dahlonega, enforceable against the City of Dahlonega in accordance with its terms. The City of Dahlonega

has the unqualified right to enter into this Agreement, and by doing so, it is not breaching any other agreements, violating any laws, nor violating the rights of any third parties.

(iii) No Default. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereunder or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or Law to which the City of Dahlonega is a Party or which is otherwise applicable to the City of Dahlonega.

(b) Representations and Warranties of GFAAC.

GFAAC represents and warrants to the City of Dahlonega:

(i) Organization; Power. As of the Effective Date, GFAAC (i) is a limited liability company, duly organized, validly existing and in good standing under the Laws of the State of Georgia, and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.

(ii) Authorized Agreement. This Agreement has been duly authorized, executed and delivered by GFAAC and constitutes or will constitute, as applicable, a valid and binding agreement of GFAAC, enforceable against GFAAC in accordance with its terms.

(iii) No Default. Neither the execution and delivery of this Agreement by GFAAC, nor the consummation of the transactions contemplated hereunder or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or Law to which GFAAC is a Party or that is otherwise applicable to GFAAC.

(iv) Consents. Except as otherwise provided in the Agreement, no authorizations or other consents, approvals or notices of or to any Person are required in connection with (i) the execution, delivery and performance by GFAAC of the Agreement, or (ii) the validity and enforceability of the Agreement.

(v) Compliance with Immigration Laws. None of the GFAAC personnel working under the Agreement shall be an unauthorized alien under, and GFAAC will at all times comply with, all Laws relating to the screening, hiring and employment of all labor forces used in connection with the Services, including those relating to citizenship or legal work status, including the U.S. Immigration Reform and Control Act of 1986, as amended, and its successors, if any, and any implementing regulations therefore. GFAAC will not assign Services to be performed to any GFAAC personnel who are unauthorized aliens, and if any GFAAC personnel performing any of the Services is discovered to be an unauthorized alien, GFAAC will immediately remove such personnel from performing Services hereunder and replace such personnel with personnel who is not an unauthorized alien.

(vi) No Litigation. There is no action, suit, proceeding, or investigation pending or, to GFAAC's knowledge, threatened, that questions the validity of the Agreement or GFAAC's right to enter into the Agreement to provide any of the Services.

(c) **Disclaimer.**

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN ANY STATEMENT OF WORK, THE PARTIES MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT.

7. Governance; Contract Managers.

(a) **Contract Managers.**

(i) GFAAC Contract Manager. During the Term (and any renewals), GFAAC will designate a senior-level individual who will be dedicated to the City of Dahlonaga's account (the "GFAAC Contract Manager"). The GFAAC Contract Manager will be deemed a GFAAC "Key Personnel". The GFAAC Contract Manager (i) will be the primary contact for the City of Dahlonaga in dealing with GFAAC under the Agreement, (ii) will have overall responsibility for managing and coordinating the delivery of the Services, (iii) will meet regularly with the City of Dahlonaga Contract Manager, and (iv) will have the power and authority to make decisions with respect to actions to be taken by GFAAC in the ordinary course of day-to-day management of the City of Dahlonaga's account in accordance with the Agreement. To the extent reasonably possible, GFAAC shall give City of Dahlonaga at least thirty (30) days advance written notice of a change of the GFAAC Contract Manager.

(ii) City of Dahlonaga Contract Manager. During the Term, the City of Dahlonaga will designate a senior level individual (i) who will serve as the City of Dahlonaga's primary contact for GFAAC in dealing with the City of Dahlonaga under the Agreement, (ii) who will have the power and authority to make decisions with respect to actions to be taken by the City of Dahlonaga in the ordinary course of day-to-day management of the Agreement which do not require council approval; and (iii) who will serve as an escalation contact for any Service delivery issues (the "City of Dahlonaga Contract Manager"). The City of Dahlonaga shall also designate at least two additional people who shall have the same power and authority as the Contract Manager and who may act if the Contract Manager does not respond to GFAAC within two (2) business days. To the extent reasonably possible, the City of Dahlonaga may replace the individual serving as the City of Dahlonaga Contract Manager by providing at least thirty (30) days advance written notice to GFAAC.

(iii) Contract Manager Meetings. During the Term, the City of Dahlonaga Contract Manager and GFAAC Contract Manager shall meet periodically via video conference or in person meetings, at such times and locations as reasonably requested by GFAAC, to review the status of MFO's, receipt of funding, and payments and other matters applicable to the Agreement. Remote or telephonic meetings can satisfy this requirement upon agreement of both parties.

8. Termination.

(a) Termination by the City of Dahlonaga.

The City of Dahlonaga may terminate the Agreement in whole, as follows, for any of the following reasons:

(i) Material Breach. Upon written notice to GFAAC, in the event of a material breach of the Agreement by GFAAC that remains uncured for fifteen (15) days after receipt of written notice thereof by the City of Dahlonaga to GFAAC. However, if after receiving the City's notice GFAAC promptly undertakes efforts to cure its material breach and diligently prosecutes such cure, the City's notice shall not be effective unless and until GFAAC fails to complete its cure within a reasonable amount of time; or

(ii) GFAAC Insolvency. Termination will be effective upon written notice by the City of Dahlonaga to GFAAC if GFAAC files (or has filed or commenced against it) a petition, arrangement, application, action or other proceeding seeking relief or protection under the bankruptcy Laws of the United States or any similar Laws of the United States or any state of the United States or transfers all or substantially all of its assets to another person or entity and it has not been dismissed within ninety (90) days of the filing.

(b) Termination by GFAAC.

(c) Termination Fee.

In the event of a non-renewal or a termination without cause by the City of Dahlonaga, the City of Dahlonaga shall pay GFAAC a Termination Fee equal to fifteen percent (15%) of all MFO revenue derived from opportunities identified by GFAAC to the City but procured by the City (or the City's agents, contractors or other representatives) within two (2) years of the termination regardless of when the City actually receives the corresponding revenue. This Termination Fee shall be paid in addition to (and in the same manner as) all fees otherwise earned by GFAAC pursuant to Section 4(a), above.

(d) Survival of Selected Provisions.

(i) Survival. Notwithstanding the expiration or earlier termination of the Services, the Agreement for any reason however described, the following Sections of the Agreement shall survive any such expiration or termination: Section 4, Section 8(c), and Section 9. Upon termination or expiration of the Agreement, all rights and obligations of the Parties under the Agreement shall expire, except those rights and obligations under those Sections specifically designated to survive in this Section 8(c).

(ii) Claims. Except as specifically set forth in the Agreement, all claims by any Party accruing prior to the expiration or termination date shall survive the expiration or earlier termination of the Agreement.

9. General.

(a) Relationship of Parties.

(i) **No Joint Venture.** The Agreement shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.

(ii) **Publicity.** GFAAC may conduct its own advertising, written promotion, press releases and other publicity matters relating to the Agreement in which the other Party's name or marks are mentioned or language from which the connection of such name or marks may be inferred or implied and provided the publicity is not illegal or derogatory toward the other party and is commercially reasonable.

(b) Entire Agreement, Updates, Amendments and Modifications.

The Agreement constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement are superseded and merged into the Agreement. Updates, amendments, corrections, and modifications to the Agreement may not be made orally, but shall only be made by a written document signed by both Parties. Any terms and conditions varying from the Agreement on any order or written notification from either Party shall not be effective or binding on the other Party.

(c) Force Majeure.

Each Party will be excused from performance under the Agreement for any period and to the extent (and only to the extent) that it is prevented from or delayed in performing any obligations pursuant to the Agreement, in whole or in part, as a result of a Force Majeure Event. If either Party is prevented from, or delayed in performing any of its obligations under the Agreement by a Force Majeure Event, it shall promptly notify the other Party verbally (to be confirmed in writing within twenty-four (24) hours of the inception of the delay) of the occurrence of a Force Majeure Event and describe, in reasonable detail, the circumstances constituting the Force Majeure Event and of the obligations, the performance of which are thereby delayed or prevented. The Party claiming that a Force Majeure Event has occurred shall continue to use reasonable efforts to mitigate the impact or consequence of the event on the other Party and to recommence performance whenever and to whatever extent possible without delay.

(d) Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof.

(e) Severability. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).

(f) **Counterparts.** The Agreement may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that an electronic, photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original.

(g) **Binding Nature and Assignment.** TNeither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.

(h) **Notices.**

(i) Whenever one Party is required or permitted to give notice to the other Party under the Agreement, such notice will be in writing unless otherwise specifically provided herein and will be deemed given when delivered by hand, one (1) business day after being given to an express courier with a reliable system for tracking delivery, five (5) business days after the day of mailing, when mailed by United States mail (registered or certified mail, return receipt requested, postage prepaid), or the same day if sent by email (with a delivery receipt).

(ii) Notifications will be addressed as follows:

In the case of GFAAC:

GFAAC

Attn: Manager

Email: _____

with a simultaneous courtesy copy to:

Matthew H. Schwartz, Esq.

Schwartz Law Center, LLC

2985 Gordy Parkway, Suite 550

Marietta, Georgia 30066

Email: matt@schwartzlawgroup.com

In the case of City of Dahlonega:

Attn: City Manager

Email: _____

with a copy to:

City Attorney – City of Dahlonega

Email: _____

Either Party hereto may from time to time change its address for notification purposes by giving the other prior written notice of the new address and the date upon which it will become effective.

(i) No Third-Party Beneficiaries.

The Parties do not intend, nor will any Section hereof be interpreted, to create for any Third-Party beneficiary rights with respect to either of the Parties.

(j) Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) provisions shall apply, when appropriate, to successive events and transactions, (d) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement, and (e) the Agreement was drafted with the joint participation of both Parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning hereof. In the event of any apparent conflicts or inconsistencies between the provisions of the Agreement, the Schedules or other attachments to the Agreement, such provisions shall be interpreted so as to make them consistent to the extent possible, and if such is not possible, the provisions of the Agreement shall control.

(k) Further Assurances. During the Term and at all times thereafter, each Party shall provide to the other Party, at its request, reasonable cooperation, and assistance (including the execution of reasonably necessary or appropriate documentation) as necessary to effect the terms of the Agreement.

(l) Expenses. Each Party shall be responsible for the costs and expenses associated with the preparation or completion of the Agreement and the transactions contemplated hereby except as specifically set forth in the Agreement.

(m) Mediation.

In the event of a dispute arising from this Agreement, the parties shall participate in mediation proceedings within forty-five (45) days of either party serving a “Notice to Mediate Dispute” to the other, and to undertake good faith and with commercially reasonable efforts to resolve the dispute short of litigation. The Notice to Mediate Dispute shall be a writing that sets forth the nature of the pending dispute in such detail that will enable the other party to prepare fully and meaningfully for resulting mediation proceedings. The parties shall promptly cooperate with one another in the selection of a qualified mediator. In the event the mediation proceedings do not conclude with a resolution of the noticed dispute, the parties shall share the costs of mediation equally. Unless otherwise agreed to by the parties, the venue for any such mediation shall be within Cobb County, Georgia, however the parties and their counsel shall have the right to appear at the mediation remotely (e.g., by way of video conferencing). A party that fails to promptly comply with the requirements of this section shall be responsible for the other party’s attorneys’ fees and legal expenses that the other party incurs in connection with the mediation as well as any resulting legal proceedings if the non-compliant party does not emerge as the prevailing party in those legal proceedings.

Notwithstanding the foregoing, the parties shall conduct mediation proceedings within just five (5) days of the service of a Notice to Mediate Dispute if the party serving the Notice articulates in the Notice a genuine and bona fide urgent need for an expedited resolution. Furthermore, either party may seek injunctive relief in court without participating in mediation proceedings if it is threatened with immediate, irreparable harm.

(n) Governing Law.

All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Georgia without giving effect to any choice-of-law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action, or other proceeding with respect to the Agreement in the Federal District Court, Atlanta Division, located in Atlanta, Georgia or in any State court of competent jurisdiction in Cobb County, Georgia. GFAAC consents to the exclusive jurisdiction of any state or federal court empowered to enforce the Agreement located in Cobb County, Georgia, or Federal District Court, Atlanta Division and waives any objection thereto on the basis of personal jurisdiction or venue.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

CITY OF Dahlenega: City of Dahlenega

By: _____
Its: _____

GFAAC:

GFAAC, LLC,
A Georgia limited liability company

By: _____
Its: _____

SCHEDULE “A”
GFAAC’s Services

- Research, Identify and submit to the City of Dahlonega for its approval, county, state and federal monies/funds that the City of Dahlonega is eligible to receive from various governmental and non-governmental stimulus funds, special taxes, grants, and such other funds outside the City’s normal revenue base (traditional and customary annual budget).
- Upon notice of approval from the City of Dahlonega, apply for and procure county, state and federal monies/funds that the City of Dahlonega is eligible to receive from various governmental and non-governmental stimulus funds, special taxes, grants, and such other funds outside the City’s normal revenue base (traditional and customary annual budget).
- Prepare and submit on behalf of the City of Dahlonega all applicable paperwork and documentation to obtain/procure MFO revenue.

SCHEDULE “B”

City of Dahlonega’s Duties and Obligations

- Review all GFAAC submissions of potential funding opportunities and communicate to GFAAC whether the City will approve or disapprove each proposed funding opportunity. For decisions on submissions that do not require council approval, the City shall communicate its approval or disapproval within seven (7) days of each submission unless there is a shorter deadline. For decisions on submissions that require council approval, the City shall communicate its approval or disapproval within one business day following its next council meeting. The City shall conduct a special meeting on an expedited basis if a MFO application is due within thirty (30) days of the submission to the City or if the City’s chances of being awarded an MFO are substantially hindered by delay.
- If the City denies a funding opportunity proposed by GFAAC, the City shall explain in writing the specific reasons why it did not approve the proposal.
- Provide GFAAC written authorization to serve as the City’s authorized representative at all relevant city, county, state or federal meetings in order to advocate for the City regarding the MFO’s. “Authorized” means that GFAAC will have the authority to communicate, act and negotiate on behalf of the City regarding MFO’s.
- Grant GFAAC direct access to all relevant City personnel (including IT employees and contractors) to aid/assist GFAAC in developing information to capture and to assist GFAAC in the sourcing and procurement of MFO’s.

Some Initial Ideas for Dahlonge

- Upgrade and expansion of sewer infrastructure, since some sewers are 100 years old
- Citizens rental relief
- An additional water source and drought proofing the city.
- Sidewalks
- Gateway
- Bike paths
- Revitalization of downtown
- Playground equipment for city park
- Help for small businesses
- An additional Fire Station and 911 center (currently serviced by county)
- Bridge upgrades (IJA)
- Pedestrian bridges
- Rental housing for professors
- New computer hardware and software. If you are considering bringing the management in-house we possibly get you additional staff through grants as well.
- Planning grants
- More...

Government
Finance

Acquisition

Administration

Compliance



Sourcing of Federal and State Funds For Your City

- Rental/Mortgage Relief for its Residents
- Shuttle Buses
- WasteWater Treatment Plants or Pipes
- Storm Water Mitigation
- Concert Amphitheater
- Free Feasibility Studies
- New Sidewalks
- Bike Paths
- High Speed Internet for Citizens
- New Fire Station
- Health Center
- HVAC systems in City buildings
- Small Business Loans for local businesses
- City Gateway
- Street Cleaning Equipment
- Maintenance Vehicles and Groundskeeping Equipment
- Computer Software
- Tutoring for Students
- Traffic Calming Devices
- Continued Revitalization of Downtown Area
- Surveillance Systems
- Demolition Projects
- Much, much more...

NEXT STEPS?

GFAAC is available to meet with the City Staff, Mayor, or City Council.
Please call Stephanie Hensley at 912-226-1661



WHO IS GFAAC?

Government Financing, Acquisition, Administration and Compliance (GFAAC) manages the sourcing, administration and compliance for federal and state government funding of municipalities. We have expertise in searching out and obtaining the more obscure government financing and grants.

GFAAC seeks and navigates a wide array of governmental funding sources and has developed a proprietary process for maximizing monetary awards for municipalities: FOGS™ (Formulaic Obligatory Grants™) and NOGS™ (Non-competitive Obligatory Grants™)

Our management team has obtained and managed over a dozen federal and state contracts and has become experts at navigating the complex bureaucratic red-tape. We have also obtained millions in COVID-19 stimulus funds for numerous private companies, administered the programs, and managed program compliance. We have helped private companies apply for and retain their DBE designation.

We are a “boutique” firm and due to our focused time commitment and total dedication to our clients, we only accept a limited number of clients in order to give them our full attention. We see ourselves as a partner in helping the Mayor, City Council and City Manager achieve their vision for t



GFAAC is also available to manage the entire lifecycle of the fund sourcing process, Pre-Award, Award, and Post Award phases including: full program administration; ensuring compliance with all regulatory and legal requirements; and processing close-outs. We are adept at contract preparation, project management, programmatic and financial monitoring, allocations for funding and government compliance and audits. As recipients of federal funds, we ensure that our clients comply with federal environmental, labor, and all other requirements. We also conduct, and utilize, data from our own feasibility studies and LMI/MHI population income surveys where needed.

We have applied for, received, and managed over a dozen large projects for the GDOT. We have negotiated intricate corporate transactions and have created an expertise in complex state and federal contracting. We leverage our expansive experience in contracting to represent municipalities and businesses in dealing with various entities of federal and state governments.

GFAAC has devised program guidelines, policies, procedure, and implementation plans to ensure that proper internal controls are developed and implemented for prevention of fraud and abuse.

We have multiple Subject Matter Experts, including: CPAs, an attorney specializing in transactional contracting, a financial manager, grant writers, project managers, and researchers. Our founder, Stephanie Hensley, is a graduate of the #1 International MBA Program in the country. On behalf of two different Fortune 500 corporations, she has traveled to over 20 countries, negotiating contracts in two languages, with CEOs of major companies. She has managed over a dozen state grants from bidding to completion. Ms. Hensley has undergone the comprehensive process of certifying one of her companies as a DBE with the Department of Transportation.



Among the many skills and accomplishments of our staff we have:

- An MBA with a degree from the #1 program in the country
- An MBA with two post-graduate finance degrees in Strategic Financial Planning
- A grant writer who worked in collaboration with the second largest university in Georgia
- A Certified Managerial Coach (CMC)
- A Six-Sigma Green Belt
- Two executives who are both fluently bi-lingual and bi-cultural
- A certification as an IAB Digital media expert
- Process improvement experts
- Grant administrators knowledgeable with a suite of grants management software programs including:
 - Submittable
 - Zengen by Wizehive
 - AmpliFund
 - more...

Professionally our staff is involved with, and undergoes professional training with the National Grants Management Association (NGMA). Our senior Grant Managers/Grant Administrators are working towards their Certified Grants Management Specialist (CGMS) certification through NGMA.

HOW ARE WE COMPENSATED?

GFAAC will only get paid when the money arrives in the City account. We work on straight commission and we only get paid when you do.