



CITY OF DAHLONEGA

Special Called Meeting Agenda

December 19, 2019 4:00 PM

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.

CALL TO ORDER AND WELCOME

APPROVAL OF AGENDA

NEW BUSINESS

- [1.](#) 2020 Agreement for Tourism Development Services
Bill Schmid, City Manager
- [2.](#) W/WW Treatment Plant Professional Services Agreement
Bill Schmid, City Manager
- [3.](#) Ford F-350 Cab & Chassis Bid Award #2020-004
Vince Hunsinger, Solid Waste Supervisor
- [4.](#) Ford F-550 with Knapheide Forestry Body Bid Award - #2020-03
Vince Hunsinger, Solid Waste Supervisor
- [5.](#) Ford F-750 Dump Truck Bid Award #2020-07
Mark Buchannan, Public Works Director

ADJOURNMENT



CITY COUNCIL AGENDA REPORT

DATE: December 19, 2019
TITLE: 2020 Agreement for Tourism Development Services
PRESENTED BY: Bill Schmid, City Manager

AGENDA ITEM DESCRIPTION:

Please find the proposed update for the 2020 Tourism Contract. This item is the same as last year's agreement with changes made only to the dates.

HISTORY/PAST ACTION:

This is a continuation of several years whereby the Chamber has performed Tourism Convention and Trade Shows Promotion Services.

FINANCIAL IMPACT:

Undetermined. The cost to the City is \$250,000 which comes from moneys collected via the Hotel Motel Tax.

RECOMMENDATION:

Approval for signature by the Mayor.

SUGGESTED MOTIONS:

I move that the agreement for tourism services for 2020 be approved as presented.

ATTACHMENTS:

2020 Agreement

AGREEMENT FOR TOURISM DEVELOPMENT SERVICES

This Agreement, entered into as of January 1, 2020 by and between the Dahlonega-Lumpkin County Chamber of Commerce, Inc. a private sector nonprofit organization organized under the laws of Georgia, (the "Chamber") and the City of Dahlonega, a Georgia Municipal Corporation (the "City") is as follows:

Whereas, the Chamber and the City share a common vision of a progressive community with balanced economic growth, to include a diversity of quality business and industry, including the tourism industry, and greater local employment opportunities and income; and

Whereas, the parties have for several years been engaged in a cooperative program of economic and community development; and

Whereas, the parties have evaluated the current economic conditions and future needs of Dahlonega-Lumpkin County and have determined a strategy for addressing those needs, which include further promotion and development of tourism, and a desire to continue a cooperative approach toward economic development; and

Whereas, the City has levied a 5% hotel-motel tax within their jurisdiction for the purpose of more adequately funding the local tourism program, and have approved a budget and proposal for a contract with the Chamber in order to implement tourism promotion programs; and

Whereas, the City has also levied an additional 3% hotel-motel tax to be used by the City for the purpose of more adequately funding the promotion of tourism and tourism product development consistent with state law in the community; and

Whereas, the parties require clarity in regard to annual due diligence and compliance review; and

Whereas, the parties now wish to enter into this contract in order to give formal evidence of their agreement.

Now therefore, the parties agree as follows:

1.

The purpose of this contract is to provide for tourism promotion services desired by the City and the Chamber. Tourism promotion services shall include: promoting and stimulating tourism in Dahlonega; promoting conventions, events and trade shows in the City; promoting recreational, cultural, historic and natural resources of the City; supporting other tourism efforts of the City, including but not limited to those of North Georgia Film and the Downtown Development Authority; active involvement in tourism efforts of the state and southeast region; operating the Welcome Center and public restrooms for days and hours to be approved by the City; and providing trained full-time and part-time staff, consultants and volunteers as needed to perform these services.

2.

During the term of this Agreement, the City agrees to provide in consideration for the services rendered certain restricted funds to be derived from the proceeds of the 5% component of the hotel-motel tax in an amount equal to 100% of the amount collected by the City or \$250,000.00 whichever is the lesser amount. The term proceeds as referenced in this paragraph shall be the funds collected from the levy of the hotel-motel tax by the City less the City's administrative fee of 3% of the funds collected, and the term restricted shall mean the funds shall be used exclusively as Tourism Convention and Trade Show funds as same are defined in the Georgia Code.

3.

The Chamber shall in consideration of the tax funds referenced above provide monthly financial reports to the City by the last day of each calendar month in a form mutually agreeable to both the Chamber and the City. These reports will be used by the City in part to ascertain the Chamber's compliance with the terms of this Agreement and with O.C.G.A. Section 48-13-51 (a) (9) (A). The City may in its sole discretion require during the term of this Agreement additional financial information from the Chamber, including specific receipts, copies of checks, deposits and other similar items. The Chamber shall also deliver a copy of its annual financial audit with findings and management comments as well as the QuickBooks documentation required by the City's designated auditors to the City prior to the one hundred eightieth (180th) day following the Chamber fiscal year being audited.

4.

The Chamber shall participate in an annual compliance audit for the City's fiscal year October 1st through September 30th to be conducted by an auditor designated by the City and paid for out of the tax money received by the Chamber from the City. The audit will be used to determine compliance by the Chamber with the terms of this Agreement and with the requirements of O.C.G.A. Section 48-13-51(9) (B). The Chamber shall expedite its response to all sampling requests presented by the auditors and assist the City auditors in completing their work so that the compliance audit can be completed prior to the presentation of the annual City audit to the city council, or in no event later than ninety (90) days following the end of the Chamber's fiscal year.

5.

The entirety of the funds received by the Chamber from the City shall be maintained in a bank account sequestered from all other Chamber funds and said funds are to be expended exclusively on tourism based upon an invoicing and record keeping system satisfactory to the City. The Chamber shall make available to the City upon its request documentary support for all funds passing through this account.

6.

It is the intent of the parties that this Agreement shall be implemented in order to assist the development of the tourism industry by increasing support for targeted advertising, for the development of destination-quality festivals and attractions, and for enhanced visitor services

through expanded operating hours and more adequate staffing of the tourism services. The primary goal of this tourism development program is to increase visitor spending and overnight stays, and ultimately, jobs and incomes for the citizens of Dahlonaga.

7.

The City shall periodically perform unannounced audits of one, some or all lodging properties in the City. These may be undertaken by an outside agency. Such lodging property audits shall be paid for from new tax funds collected incident to the audit process or from hotel-motel tax collections, prorated between Chamber and City based on revenue sharing agreement in place at the time of payment not to exceed a cost of \$5,000.00 for the Chamber's share.

8.

By executing this Agreement, the Chamber acknowledges it may be a contracted organization, receiving 33% or more of its total operating budget from hotel/motel tax, and if so, is subject to the Open Meetings Act (O.C.G.A. 50-15-1 et. seq) and Open Records Act (O.C.G.A. 50-18-70 et. seq.) The Chamber will provide the City a copy of its minutes of each and every meeting of the Board of Directors reflecting a report of the Chamber's activities and official actions taken by the Chamber's governing body. Also, by virtue of its government funding and occupancy of a government owned building, the Chamber in performance of tourism functions under this contract shall not act preferentially for the benefit of Chamber members.

9.

In the event of a material breach of this Agreement by the Chamber, the City shall notify the Chamber via certified mail. The Chamber shall have fifteen days within which to cure said material breach from the date of receipt of the certified notice. The City may in the event of the Chamber's failure to cure, terminate this agreement.

10.

The Chamber, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as the City may, from time to time, request to indicate that it is an independent contractor. The City does not and will not assume any responsibility for the means by which or the manner in which services by the Chamber are provided herein, are performed, but on the contrary, the Chamber shall be wholly responsible therefore.

11.

The Chamber shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of the City.

12.

By executing this Agreement, Chamber hereby affirms that it will use the funds received solely and exclusively in compliance with this Agreement, and will further expend such funds in full compliance with City ordinances and state laws. The Chamber agrees to defend, indemnify

and hold harmless City from and against all claims that arise therefrom, including reasonable attorneys' fees and court costs of City.

13.

All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

- a. City of Dahlonega, Georgia
465 Riley Road
Dahlonega, Georgia 30533

- b. Dahlonega-Lumpkin County Chamber of Commerce
13 South Park Street
Dahlonega, Georgia 30533

14.

It is the intention of the parties that the laws of Georgia shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

15.

In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion had never been a part hereof.

16.

Time is and shall be of the essence under this agreement.

17.

The parties signing this agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

18.

This Agreement shall terminate on December 31, 2020.

In Witness Whereof, the parties have executed this agreement.

(SIGNATURES ON THE FOLLOWING PAGE)

CITY OF DAHLONEGA, GEORGIA

By: _____

Title: _____

Attest: _____

DAHLONEGA- LUMPKIN COUNTY CHAMBER OF COMMERCE, INC.

By: _____

Title: _____

By: _____

Title: _____



CITY COUNCIL AGENDA REPORT

DATE: December 19, 2019
TITLE: W/WW Treatment Plant Professional Services Agreement
PRESENTED BY: Bill Schmid, City Manager

AGENDA ITEM DESCRIPTION:

The accompanying document establishes a Professional Services Agreement commencing January 1, 2020 with Jarrard Water Services, LLC for key services to be performed for the City's reservoir, dam, water treatment plant, storage tanks, sewage lift stations, and waste water treatment plant. Mr. John Jarrard, Principal of the firm, has performed these services for the City well for several years and desires to terminate full-time employment with the City December 31, 2019 in order to spend more time with his family. The agreement is for part time consulting services, is annually renewable, and will assure continued operational excellence and training of the next generation of supervisors and operators.

HISTORY/PAST ACTION:

These functions have been staffed internally.

FINANCIAL IMPACT:

An estimated first-year cost savings of \$50,000 or more results from this approach.

RECOMMENDATION:

Approval of the agreement for execution by the Mayor or City Manager.

SUGGESTED MOTIONS:

I move that the W/WW Treatment Plant Professional Services Agreement be approved as presented.

ATTACHMENTS:

W/WW Treatment Plant Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”) is made and entered into this _____ day of _____, 2019, to be effective January 1, 2020 (“Effective Date”), by and between the City of Dahlonega (“City”) and Jarrard Water Services, Inc., located at 12 Jarrard Drive, Dahlonega, GA 30533 (“Service Provider”).

WHEREAS, the City wishes to obtain the professional services of the Service Provider, and;

WHEREAS, the Service Provider has the knowledge, skill and capability to perform such services for the City.

NOW THEREFORE, in consideration of the foregoing, the parties, intending to be legally bound, hereby agree to the following:

1. Services. The Service Provider is hereby retained by the City. The Service Provider agrees to provide the services set forth on Exhibit A attached hereto and incorporated herein by this reference (the “Services”).
2. Services Requirements. Service Provider agrees to use sound and professional principles and practices in accordance with normally accepted industry standards in rendering Services hereunder, and Service Provider further agrees that performance shall reflect the best professional knowledge, skill and judgement of Service Provider. Service Provider shall furnish competent personnel for fulfillment of its obligations. If the City deems Service Provider personnel unsatisfactory to perform Services due to a failure by such personnel to comply with the terms and conditions imposed on Service Provider as set forth herein, such personnel shall be removed immediately.
3. Payment. The City agrees to pay Service Provider on a monthly basis at \$4,167.00, for Services completed in accordance with the terms of this Agreement. Service Provider shall not incur or charge the City any other fees or expenses without the prior written authorization of the City. Performance beyond the limitations set forth in this Agreement (either financial or time period) shall be at the sole risk and responsibility of the Service Provider, and the City shall not be obligated to pay for Services exceeding the funding or contract period of this Agreement.
4. Insurance. Insurance requirements are specified in Exhibit A attached hereto.

5. Licenses. License requirements are specified in Exhibit A attached hereto.
6. Term. The term of this Agreement shall commence on the Effective Date and expire at the end of the City's fiscal year (September 30), unless this Agreement is otherwise extended. Service Provider may terminate this agreement by providing thirty (30) days written notice to the other party.
7. Restriction on Competing Activities. During the term of this Agreement and continuing during any renewal of this Agreement, Service Provider shall not engage in consulting and advisory services for any entities operating a water or wastewater system within twenty miles of the current City of Dahlonega water treatment plant without providing a minimum thirty days notice to and obtaining the subsequent written consent of the City of Dahlonega. Excepted from this prohibition is the existing contract between Service Provider and the U.S. Army installation commonly known as Camp Merrill or the Ranger Camp.
8. Entire Agreement. This Agreement, including the exhibit attached hereto, represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous written or oral agreements and all other communications between the parties relating to these Services to be rendered hereunder. Any additions, deletions or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties. In the event of any contradictory provisions between this Agreement and the terms of any Exhibit hereto or any purchase order or other documents issued by the City or Service Provider in connection herewith, the terms set forth in the body of this Agreement shall prevail.
9. Severability. The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

[EXECUTION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Professional Services Agreement has been duly executed by the authorized representatives of the parties hereto as of the date first set forth above.

THE CITY OF DAHLONEGA

By: _____

Name: Bill Schmid

Title: City Manager

JARRARD WATER SERVICES, INC.

By: _____

Name: John A. Jarrard

Title: CFO, CEO & Secretary

APPROVED AS TO FORM:

By: _____

Name: J. Douglas Parks

Title: City Attorney

REVIEWED BY:

By: _____

Name: Sam Norton

Title: Mayor

EXHIBIT A – SERVICES

1. Scope of Services

- Provide management services to the City as to City departments numbered 32, 35, 37 and 38, for the existing water and wastewater plant operations.
- Provide a biweekly status review of the plant operations.
- Provide project management services for new capital improvements and repairs of existing facilities.
- Provide onsite training of supervisors and operators.
- Collect historic operations data, plant drawings, and previous reports and correspondence.
- Generate Meeting Agenda documentation for city elected officials, staff and prepare government reporting documents.
- Meet with City staff to discuss and agree to the projected demands and to identify City's desire to plan for growth including additional "reserve capacity" to facilitate other unspecified future growth.
- Conduct on-site meetings to gather additional information and review how the plant is currently operated and make recommendations on how to improve efficiency with either operational changes and renovations or with new improvements.

2. Insurance Requirements:

- General Liability (\$1,000,000 Minimum per accident)
- Professional Errors and Omissions (\$1,000,000 Minimum per accident)
- Automotive (\$100,000 Minimum)
- Workers Comp (\$500,000) if required. Owner of JWS not covered under Work-Comp.

3. License Requirements:

- Georgia Class 1 Water Treatment License
- Georgia Class 1 Wastewater Treatment License
- Georgia Drivers License (Class "C" minimum requirement)



CITY COUNCIL AGENDA REPORT

DATE: December 19, 2019
TITLE: Ford F-350 Cab & Chassis Bid Award #2020-004
PRESENTED BY: Vince Hunsinger, Solid Waste Supervisor

AGENDA ITEM DESCRIPTION:

This item includes staff's recommendation to award the bid to the vendor Wade Ford Inc. in the amount \$31,742.00

HISTORY/PAST ACTION:

New item

FINANCIAL IMPACT:

The budgeted amount is \$60,000.00. Three bids were received ranging from a low of \$31,742 to high of \$36,089. Wade Ford Inc. was selected at the amount shown above. Additional budget amount will be used for refurbishing of an existing tool body and mounting on the new vehicle plus tool fitment.

RECOMMENDATION:

Staff recommends the following: Award of project #2020-04 Ford F-350 Cab & Chassis Bid Award to Wade Ford Inc.

SUGGESTED MOTIONS:

Motion to award project #2020-04 Ford F-350 Cab & Chassis Bid Award to Wade Ford Inc.

ATTACHMENTS:



CITY COUNCIL AGENDA REPORT

DATE: December 19, 2019
TITLE: Ford F-550 with Knapheide Forestry Body Bid Award - #2020-03
PRESENTED BY: Vince Hunsinger, Solid Waste Supervisor

AGENDA ITEM DESCRIPTION:

This item includes staff's recommendation to award the bid to the vendor Wade Ford Inc. in the amount \$69,452.00

HISTORY/PAST ACTION:

FINANCIAL IMPACT:

The budgeted amount is \$115,000. Four bids were received ranging from a low of \$69,452 to high of \$78,044. Wade Ford Inc. was selected at the amount shown above.

RECOMMENDATION:

Staff recommends the following: Award of project #2020-03 Ford F-550 Knapheide Forestry Body Bid to Wade Ford Inc.

SUGGESTED MOTIONS:

Motion to award project #2020-03 Ford F-550 Knapheide Forestry Body Bid to Wade Ford Inc.

ATTACHMENTS:



CITY COUNCIL AGENDA REPORT

DATE: December 19, 2019
TITLE: Ford F-750 Dump Truck Bid Award #2020-07
PRESENTED BY: Mark Buchannan, Public Works Director

AGENDA ITEM DESCRIPTION:

This item includes staff's recommendation to award the bid to the vendor Nextran Truck in the amount \$84,219.00.

HISTORY/PAST ACTION:

New Item

FINANCIAL IMPACT:

The budgeted amount is \$90,000. Four bids were received ranging from a low of \$84,219.00 to high of \$94,166.68. Nextran Truck Centers was selected at the amount shown above. This vendor provided a higher quality truck bed preferred by staff. Additional budgeted funds will be used for safety lighting and equipment.

RECOMMENDATION:

Staff recommends the following: Award of project #202-07 Ford F-750 Dump Truck Bid to Nextran Truck Centers.

SUGGESTED MOTIONS:

Motion to award project #2020-07 Ford F-750 Dump Truck Bid to Nextran Truck Centers

ATTACHMENTS:
