



CITY OF DAHLONEGA

Council Work Session Agenda

August 15, 2022, 4:00 PM

Gary McCullough Council Chambers, Dahlonaga 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 Dahlonaga's resources.

OPEN MEETING

BOARDS & COMMITTEES:

1. Cemetery Committee—July 2022
Chris Worick, Committee Chairman
2. Downtown Dahlonaga – July 2022
Ariel Alexander, Downtown Manager

TOURISM: Sam McDuffie, Tourism Director

DEPARTMENT REPORTS:

3. Community Development – July 2022
Jameson Kinley, Planning and Zoning Administrator
4. Dahlonaga 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

ITEMS FOR DISCUSSION:

8. Housing Needs Assessment
JoAnne Taylor, Mayor
9. Discussion of the 1687 Morrison Moore Parkway Parcel
JoAnne Taylor, Mayor
10. Upcoming TSPLOST and Lumpkin County IGA
Mark Buchanan, City Engineer
11. Government Finance Acquisition Administration Compliance - Municipal Funding Acquisition Agreement
Allison Martin, Finance Director
12. Reservoir Restroom Project 2022-004 Update
Allison Martin, Finance Director

[13.](#) Downtown Tree Work

Mark Buchanan, City Engineer

[14.](#) Morrison Moore Pedestrian Bridge & Sidewalk Revisions

Mark Buchanan, City Engineer

[15.](#) Annual Asphalt Patching and Leveling Project #2022-015

Vince Hunsinger, Capital Projects Manager

COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

ADJOURNMENT



Department Report

Report Title: Cemetery Committee—July 2022
Report Highlight: July 19, 2022
Name and Title: Chris Worick, Committee Chairman

Recently Completed:

- No meeting was held in July. Next meeting is scheduled for August 16.

Underway:

Upcoming: Removal of items and revegetation of Memorial Park Cemetery in October.



Department Report

Report Title: Downtown Dahlonega – July 2022
Report Highlight: Maintaining work to complete tasks on Work Plan.
Name and Title: Ariel Alexander, Downtown Manager

Organization:

- Two façade grants have been successfully approved and awarded, one at Canopy and the Roots and one at El Jimador. Each building will receive façade improvements.
- Parking Solutions Committee held their first meeting with ending action items including research on parking deck funding and pricing for more permanent directional materials on the streets.
- Created agenda and survey documents for Walkabout. Meeting with DDA Chair to discuss the execution of a walkabout in Early September.
- Maintaining advocacy for the “First Step”/EDGE program implementation.

Promotion:

- Finalized Halloween management plan with Dahlonega Police Department.
- Ordered decals and brochures to implement new program: Dahlonega Selfie Spot Trail. 11 locations are currently on the map and will be promoted digitally as well.
- The First Friday Concert lineup is continuing as scheduled. Ugly Cousin will be performing in September.
- Meeting in August to begin planning education programs for school systems to engage students in downtown history and job opportunities.
- Continuing grand opening planning of the Head House.
- Reprinted Dahlonega Stories Walking Tour brochures and displayed them at the Visitor’s Center. More copies are being ordered.

Economic Vitality:

- Maintaining a “downtown database” for available properties, prospective tenants, and current property owners.

Design:

- Received approval to apply for the mural grants to begin work on a mural for the Gateway Antiques building. Applications for this opportunity are due at the end of August.
- Collected contacts for local contractors and preservation experts to connect with owners interested in restoration work and repairs to historic buildings.
- Working to upload all historical images of buildings to the DDA website as a resource for preservation and restoration in future projects.
- Working with Public Works on several downtown improvement projects.



Department Report

Report Title: Community Development – July 2022

Report Highlight: Certificate of Appropriateness, Annexation, Rezoning

Name and Title: Jameson Kinley, Planning and Zoning Administrator

Recently Completed:

	2021					2022					
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Total
Annexation Application									1		1
Building Permit - Commercial	2	2	1	1			2	4	4		18
Building Permit - Residential	8	9	2	12	3	9	1	19	7	4	74
Home Occupation Form	1										1
Certificate of Appropriateness						1				1	1
Cemetery - Plot Purchase					2	2	2	2	4		
Demolition Permit		1		1	1						3
Final Plat						1					1
Land Disturbance Permit		2	2	4		2	3	1	6	2	22
Minor Final Plat	1	4	2	1	2	5	4	3	3	4	29
Outside Sales and Dining				1							1
Pool/Spa Permit		1						1			2
Preliminary Plat											0
Open/Close of Cemetery Lot	1	4	3	1	3	4	1	4	7	2	30
Rezoning Permit	3		1		1			1	1		7
Short-Term Rental Application									1		1
Sign Permit	2	4	5	3	6	1	4	3		2	30
Tree Removal Permit					2	1			2	2	7
Variance Application	1									1	1
Visitation Cemetery Application		1						1			2
Zoning Verification Letter Request				1	4	2		2	2	2	13
Total	19	28	16	25	24	30	19	42	33	22	244
Inspections	126	99	144	90	76	134	88	79	154	183	1173
Revenue											
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	0
Occupational Tax	\$ 1,735.00	\$ 945.00	\$ 34,900.00	\$ 46,035.00	\$ 21,846.00	\$ 43,035.46	\$ 2,850.00	\$ 2,134.64	\$ 4,096.15	\$ 2,755.26	\$ 160,332.51
Permits/Cemetery	\$ 30,572.28	\$ 42,700.08	\$ 11,178.32	\$ 7,885.72	\$ 13,520.00	\$ 14,509.76	\$ 37,462.42	\$ 149,836.54	\$ 143,640.80	\$ 13,859.92	\$ 465,165.84

Underway:

1. The Peaks building plans have been received and approved
 - a. Site plan is still under review
2. Anderson Townhomes started installing Erosion Control Measures
3. UNG, Cottrell Business Building completed
 - a. Still working on new entrance
4. The Summit Phase II in review
5. Lumpkin County Elementary School under construction
6. Vickery/Sherman Green Terrace resubmission of site plans under review
7. The Ridge (Summit Phase III) under site review
8. WWCW installing erosion control measures
9. BGW Dentist Office resubmitted plans for review.
 - a. Building approved
10. Stephens Street project still in discussions
11. Blue 42 Organics coffee and retail renovations underway
12. Mr. Clean Carwash submitted plans for review
13. Bellamy Housing Phase III plans in review
14. St. Lutheran Church plans in plan review
15. 15 New Residential Housing under construction
16. 13 New Townhomes under construction

Updates:

- Historic Preservation Committee
 - Approved Certificate of Appropriateness for El Jimador for new renovations
 - Next Voting Session August 22nd
- Planning Commission
 - Did not meet in July due to lack of discussion
 - Next Meeting September 7th
- Historic Preservation Survey
 - Second Draft Edits being completed
 - Next Deadline: August 15th Final Survey Report Due 100% (GHNANRGIS)



Department Report

Report Title: Dahlonega Police Department – July 2022

Report Highlight: July 4th celebration

Name and Title: George Albert, Chief of Police

Recently Completed:

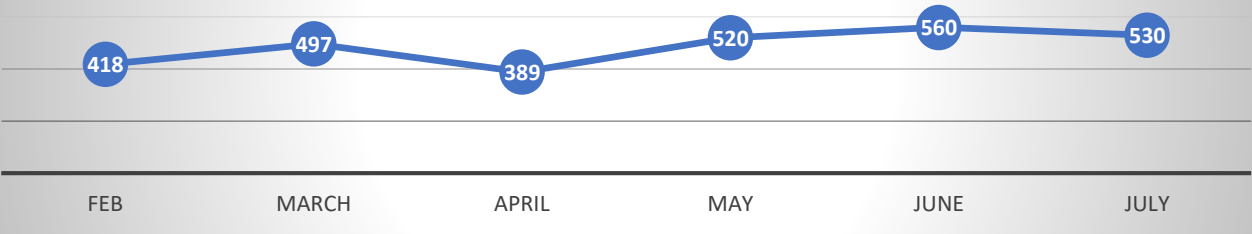
- July 4th event and after-action report to plan and prepare for next year's event
- Attended Georgia Chiefs Summer training session in Savannah, GA
- Members attended active shooter training with Sheriff's Office
- Officer Weeks and I spoke to a group of kids from Connectability about our jobs at the library.
- Attended Chamber Meeting at Kelly Building
- Officer Weeks assisted Barrow County to capture a murder suspect.
- Trail fest pre-event meeting
- Chris attended a safety and wellness meeting for me
- Parking solutions focus group meeting

Underway:

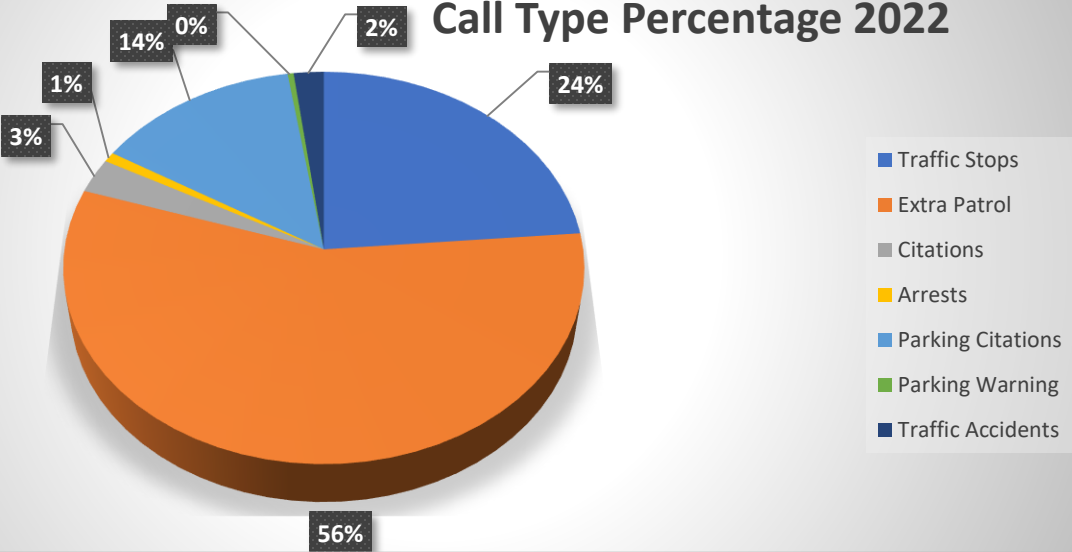
- Members are conducting checks of businesses in the community as a service
- Continually monitoring problematic parking areas and taking appropriate action
- Selective traffic enforcement in various areas to seek voluntary compliance
- Meeting with Old Fashioned Christmas committee
- Review additional locations in the community to become RADAR-approved roads
- Bicycle patrol of the community
- Addressing various Code issues in the community for compliance

Near Term:

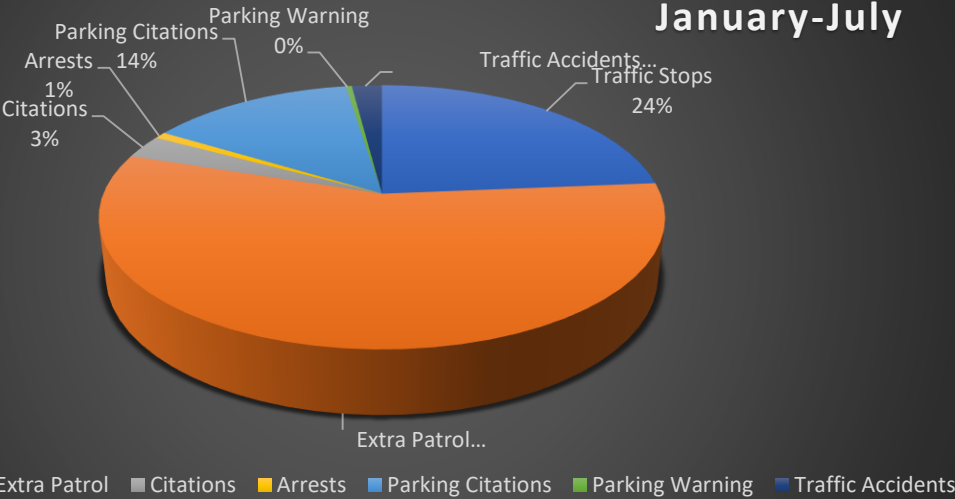
Total Calls For Service 2022



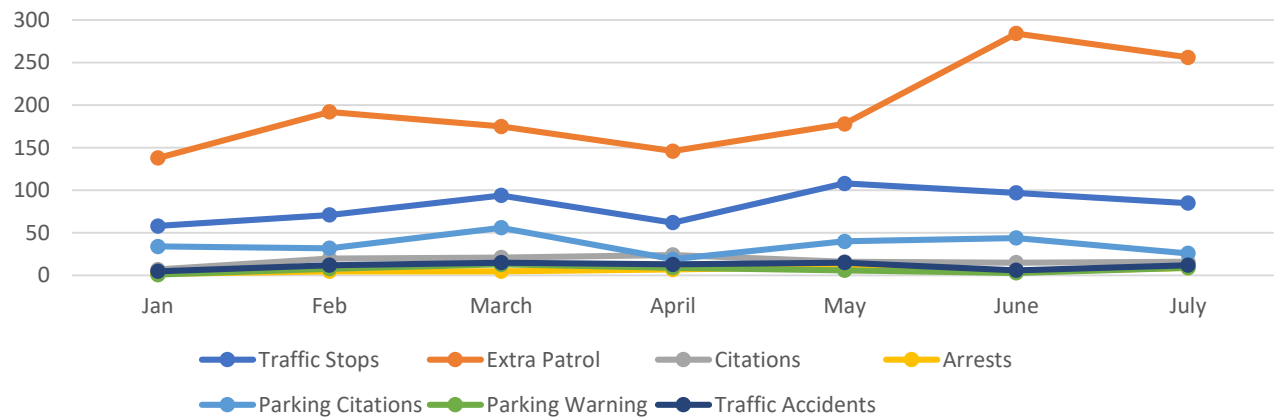
Call Type Percentage 2022



January-July



Monthly Call Type Amount 2022



	Jan	Feb	March	April	May	June	July
Traffic Stops	58	71	94	62	108	97	85
Extra Patrol	138	192	175	146	178	284	256
Citations	7	20	21	24	16	15	16
Arrests	2	5	5	7	10	4	9
Parking Citations	34	32	56	19	40	44	26
Parking Warning	1	8	13	9	6	3	9
Traffic Accidents	5	12	15	13	15	6	12

	Jan	Feb	March	April	May	June	July
Total CFS	405	418	497	389	520	560	530



Dahlonega Police Department

City of Dahlonega
165 Elm Road
Dahlonega, GA 30533



DPD Daily Activity Report

Printed on August 2, 2022

Officer:	Date: 7/31/22
Shift:	District: CITY OF DAHLONEGA
Radar:	Cal. Time:
Laser:	Cal. Time:
Number of Calls for Service: 530	Patrol Vehicle #
Citizen Contacts 0	Incident Reports 37
Alcohol Checks 0	Accident Reports 6
Traffic Stops 85	Juvenile Complaint: 0
LPR Patrol Hours 0	Criminal Trespass 2
Traffic Citations Issued 16	Drug Arrest: 2
Traffic Warnings Issued 30	Shoplifting 2
LPR Citations Issued 0	Disorderly Conduct: 2
Stolen Vehicle Recovered 0	Underage Consumption 0
Parking Citations Issued 26	Animal Complaint: 6
Parking Warnings Issued 9	Public Drunk 0
Traffic Fatalities 0	Motorist Assist 7
Accidents to GSP 6	Trouble Alarms 19
DUI 0	K-9 Assists: 0
DUI to GSP 1	Fugitives Apprehended 9
Stolen Vehicle: 1	Road Checks: 0
Officer Assist LCSO 4	Funeral Assist: 1
Officer Assist Other 3	Other: 73
Extra Patrol 256	



Department Report

Report Title: Finance and Administration Department - July 2022
Report Highlight: Completed data clean up position control in HR module
Name and Title: Allison Martin, Finance Director

Recently Completed:

- Receive 2nd tranche of ARPA funds
- Investment program structured and earning interest on reserve funds
- Rate study underway – final draft of technical memo received & shared with Lumpkin County Water Authority staff
- Serveline discovery work underway
- RFPs for IT and website received and are under review

Underway:

- Internal audit of assets – 90% complete
- Website updates to include a searchable minute function and overall search engine refinement to create a better end-user experience.
- Administration of American Rescue Plan (ARP) grant
- Establish and set up Employee Portal on new software; implement and train employees on benefits and use.
- Update employee evaluation forms and document procedures for employee review processes and performance development plans.

Near Term:

- Update financial policies.
- Update purchasing policy to include a vendor preference provision.
- Develop and implement employee meetings to provide appropriate training and update HR forms; promote employee education related to City retirement plans.
- Review additional finance files in long-term storage to determine what should be destroyed per the retention schedule.
- Audit of Utility Billing address points against MSAG/E911/USPS data.



Department Report

Report Title: Public Works—July 2022

Name and Title: Mark Buchanan, PW Director/City Engineer

Recently Completed:

- East Main crosswalk at Meaders. At the time of this writing, construction was scheduled for August 9 and should be complete by the 8/15 City Council Work Session.
- Visitor's Center Roof as a cooperative effort with Lumpkin County.
- Awning installation at City Hall rear entrance. This is one of the final improvements to this area to reduce the stormwater load at the rear entrance.



- Installation of additional curb and gutter near intersection of Memorial Drive, West Main and Mechanic Street by GDOT crews as part of a GDOT Quick Response project.



- Oliver Drive Storm Drain project.



Underway:

- Mechanicsville Road storm drain installation.
- North Grove St. sidewalk upgrades between Main Street and North Hall Road. The first phase of these upgrades is currently under review by GDOT.
- Installation of new irrigation components at Hancock Park by City Staff.



- Hawkins Street sidewalk repair between Meaders and North Grove. The areas shown below are currently being demolished and will soon be reconstructed by city crews.



- Design of sidewalk and street modifications near the Head House.
- Park Street water, sewer and storm design drawings in progress. Meetings with homeowners along route are complete. Topographic surveys and utility locate efforts are ongoing.
- Continued design of the Morrison Moore Pedestrian Bridge.
- Creation of a heavily revised set of Development Regulations.
- Discussions and planning in coordination with UNG and GDOT for a sidewalk along Morrison Moore Parkway from Calhoun Road to the new Public Safety building, previously Stake 'n Shake.
- Mapping of City utilities by GMRC. This is an ongoing 2-year project.
- Working with Lumpkin County to ensure appropriate upgrades of Pine Tree Way related to elementary school construction.

Upcoming (these projects are currently either in concept, design or build phase):

- **South Chestatee turn lane and UNG entrance reconfiguration. The new entrance will be installed soon and will align with Arcadia Street.**
- Arcadia Street water and sewer main project/Mechanic Street to Morrison Moore sidewalk. Bids were received the week of 7/4/2022. Given the results, re-evaluation of this project is underway with the potential for some City staff involvement in future construction.
- Memorial Park Cemetery storm drain installation. To be performed by city crews. Currently awaiting material delivery.
- Choice St. parking lot overlay.
- Downtown tree installation (East Main).



Department Report

Report Title: Water & Wastewater Treatment Department Report - July 2022

Report Highlight: With the end of the fiscal year approaching, one final project that has yet to begin is the rebuilding of the pump ends on the Camp Glisson Lift Station. Due to the high demand, while camp is in session, the work has to be scheduled around the flow entering the station. The rebuilding of the pumps is being performed by Pro Pump, a local contractor from Cleveland. The parts are already on site and work should begin in the first part of August. Water Plant employees are preparing sample bottles and kits that will be used for Copper and Lead sampling at 20 residential sites. Under new regulations that are about to go into effect, new sites will be monitored that including Schools and Daycares as well as residential housing areas. More information will be given to the Council when it becomes available.

Name and Title: John Jarrard, Water/Wastewater Treatment Director

Recently Completed

- DMR-Quality Assurance wastewater testing for the EPD
- Annual 129 Priority Pollutants Wastewater Test
- Annual W.E.T. (Whole Effluent Toxicity) Test
- Replaced Rack #2 Filter Pressure Transmitter
- Replaced broken pipe and fittings on CIP Pit
- Installed new seals and bearings on WWTP Belt Press
- Cleaned out aluminum sulfate chemical feed line at WWTP

Underway:

- Wastewater flow meter change out at Camp Glisson
- Repairs to Floc Tank #1 Pressure Probe
- Repairs to VFD coolant system on Floc Tank #2
- Koyo Lift Station Rehab Engineering and Design (Turnipseed Engineering)
- Rebuilding both pumps at Camp Glisson Lift Station (Capital Project)
- Filter Cloth CIP at wastewater plant
- Repairs to WTP AC unit

Near Term:

- Annual Preventive Maintenance Service on our larger lift stations (Flygt Contract)
- Discharge Permit for the WWTP
- Copper/Lead Water Sampling (20 sites)
- Watershed Study sampling at three sites



KB Advisory Group

1447 Peachtree Street NE
Suite 610
Atlanta GA 30309
404.845.3550

July 19, 2022

Jameson Kinley
Planning and Zoning Administrator
City of Dahlonega, Georgia
465 Riley Road
Dahlonega Georgia, 30533

PROPOSAL

Comprehensive City-wide Housing Market Study, Needs Analysis, and Strategy Development

Dear Mr. Kinley,

Thank you for reaching out to our firm about the possibility of conducting a study to assess the City of Dahlonega's housing needs and goals. We understand you are interested in a housing analysis that addresses Dahlonega's current housing market, housing affordability and availability, as well as the unique characteristics impacting Dahlonega's market. We appreciate the opportunity to provide the City of Dahlonega a city-wide housing analysis proposal, and we look forward to working on this engagement.

From our past and recent work in the area, we know that multiple aspects of Dahlonega attract a varied audience seeking housing opportunities including UNG students, faculty & staff, tourists, the local workforce, second home buyers, and full-time residents. Our proposed work will provide you with a perspective on how current and future residential market trends will impact Dahlonega over the coming years. The research, analysis, and conclusions can provide key inputs for making future land use, planning, and real estate development policy decisions.

We find that often these housing assessments have dual purposes: first is the technical analysis, which provides abundant data points and interesting insights into your local residential marketplace, which can inform and enhance your decision-making processes for housing locally. The second is the communication aspect, which gives staff and elected officials the tools and information they need to communicate to constituents the rationale for crucial policies related to land use and housing.

Our proposed assessment will answer questions related to the Dahlonega's housing market such as:

- What are the economic and demographic drivers of housing demand city-wide in Dahlonega?
- What does the Dahlonega's future rental housing demand look like? Is there a need and opportunity for more rental housing in the city, both student and non-student?
- What about for-sale housing? What products and price points are likely to be attracted to Dahlonega, and are the City's policies aligned appropriately with future demand for new single-family for-sale product?

- Given that a city's appeal as a tourist destination, what are the impacts and outlook for short-term rentals? How do short-term rentals impact housing attainability?
- Further, how is Dahlonega's housing market impacted by second home purchases?
- What tools or funding resources are available to best position Dahlonega's housing market to improve overall livability?

We see the assignment as incorporating six key elements that will be addressed in the proposed scope of work outlined below:

1. Data analysis of housing supply and demand drivers in Dahlonega
2. Qualitative assessment of local housing preferences
3. Regional/comparable cities analysis
4. Identification of housing demand and corresponding needs/gaps
5. Housing strategy: Recommended alignment of current policy to comply with housing needs
6. Final Report.

Based on our understanding of the issues, we have prepared the following scope of services to conduct a rental housing needs assessment for the City of Dahlonega.

Project Scope

Task 1: Housing Supply/Demand Assessment

Housing Supply/Demand Analysis

We will examine the trends in the performance of the housing market in Dahlonega and the broader regional market to define the current inventory and set of new developments, for-sale and rental communities, etc. This will include an analysis of recent and planned changes to the housing supply in the area, both currently and in the development pipeline. We will evaluate the supply in terms of:

- Unit types
- Age/condition
- Unit characteristics, size, and amenities
- Sales trends, pricing, rents
- Occupancy and tenure trends
- Short-term rental trends
- Second home trends

Housing Demand Analysis

We will assess the housing demand drivers in Dahlonega by examining the following key local economic and demographic trends including:

- Population and household trends
- Employment and local workforce trends
- Household income patterns
- Migration and turnover ratios
- Housing tenure preferences
- Affordable housing needs based on demographic data
- U. of North Georgia's student, faculty, and staff housing demand
- Short-term rental occupancy

We will gather the above data through both primary and secondary research methods.

Task 2: Qualitative Assessment of Local Housing Preferences

As part of the preparation of the housing strategy we will conduct a set of **stakeholder interviews** to get a detailed understanding of the housing market in Dahlonega from an “on-the-ground” perspective. We intend to interview local land use officials, real estate professionals, managers of apartment communities, area developers, and other local stakeholders including major employers.

With your assistance, we will also plan a one-to-two-hour **public information sharing** in which we will deliver a short presentation on our work. This presentation will kick-off an open house-style session in which we will provide boards and other visuals that illuminate our work and findings. This type of sharing session is typically most useful to our work prior to our final analysis so that we can incorporate feedback from the session in our recommendations. However, you may determine that this session is most useful after the bulk of our work and recommendation delivery. Thus, timing of this session is to be determined.

We would also deliver one presentation of the draft or final report to a board or committee of your choosing (typically the city council).

Task 3: Regional/Comparable Cities Analysis

As part of the assessment of local housing supply and demand drivers we will prepare a **Regional/Comparable Cities Analysis** to examine housing by type found in Dahlonega compared to a sample of up to five similar and/or nearby Georgia towns for comparison. This analysis will provide useful information on other similar cities in terms of the mix of housing that best achieves a successful balance in the local housing market for those communities. It is likely that we will use Blue Ridge and Gainesville in the comparative set, both North Georgia destinations that we have recently studied as part of similar analyses described herein.

Task 4: Housing Gap Analysis

We will prepare a housing demand analysis by forecasting housing demand in Dahlonega for the next five years to determine future housing demand by tenure (owner/renter) and price range. This will allow for conclusions regarding the depth of housing needs at all price points. Additionally, this demand will allow us determine demand for housing by householder age.

The demand analysis in this task, combined with the supply analysis in the previous tasks, will be used to determine the portions of the ownership and rental housing markets that are in demand but not attracting new production. We will look at the level of housing production that is required to meet future housing needs over the coming years.

Based on the results of the preceding analytic steps, we will prepare an assessment of the housing need in Dahlonega that considers the following factors:

- The anticipated demand for housing of various types in the city over the coming years by housing type
- The capacity of the current housing inventory to accommodate growth in demand
- The status of future additions to supply already in the development pipeline or planned
- Estimates of any unmet housing needs based upon an assessment of the preceding factors.

Task 5: Aligning Current Policy to Housing Needs

Once we have determined the appropriate level of housing need, a critical next step is to make sure the City's land use policies and regulatory framework are aligned with its long-range opportunities and goals. In this portion of the study, we will identify a series of strategies designed to align housing development with the needs generated by new employment and demographic changes occurring in Dahlonega. We will examine key conditions affecting housing development in terms of:

- Current locations for housing development, both for greenfield development and redevelopment/infill, with an emphasis on the specific geographic and topographic challenges of Dahlonega
- Potential housing opportunities near employment and commercial centers
- For-sale and rental housing trends indicating preferred development areas
- Identify current barriers to housing development and the potential tools available to improve existing housing and create future housing which is contextually appropriate for Dahlonega
- Adequacy of land use policies/zoning capacity and approval process to support future housing development.

The purpose of this task in the housing strategy will be to identify a number of specific recommendations for improving the performance of the local housing market in providing a range of housing alternatives to support the economic growth of the community and enhance the quality of life for current and future residents. These recommendations will be tailored to speak to public sector policy initiatives.

Task 6: Final Report

After the analysis period we will prepare a draft report on the results of the preceding tasks that will provide our findings and recommended housing strategy for Dahlonega over the 2022-2027



period. We will provide you with a digital copy of the draft report and be available to discuss the findings with you at your convenience. As mentioned above, after soliciting and incorporating feedback on our work, we will be available to make one final presentation of the report to the public, or public entities, at your direction.

TIMING AND FEE

Based on our extensive experience conducting this type of analysis, and the suggested scope of services outlined above, we estimate it will take approximately **16 weeks** from your authorization to complete the housing strategy and deliver the first draft of the report.

Our fee for the housing study assignment is **\$45,500**, which is inclusive of all expenses.

Proposed Fee by Task	
Dahlonega City-wide Housing Study	
Task 1: Supply and Demand Analysis	\$12,750
Task 2: Qualitative Assessment	\$7,100
Task 3: Comparable Cities Analysis	\$6,200
Task 4: Identify Housing Needs/Gaps	\$8,500
Task 5: Housing Strategy	\$7,500
Task 6: Final Report	\$3,500
TOTAL LUMP SUM FEE	\$45,500

We require a **retainer of \$9,100** for this assignment (20% of the total fee), which will be applied to the final invoice. We will invoice you on a monthly basis for the work completed that month. Our invoices are due and payable within 30 days. The following terms and conditions are an integral part of our proposal.

If this proposal is acceptable to you, please sign and return a copy to us as authorization to proceed. We look forward to continuing our work with you.

All the Best,

Geoff Koski, President
KB | ADVISORY GROUP

Accepted by: _____

Date: ____/____/____



NOTE: After 20 years, **Bleakly Advisory Group** is now doing business as KB Advisory Group.

Terms and Conditions Governing this Research and Report

Accuracy of Report: Every reasonable effort will be made to ensure that the data developed in this assignment reflect the most accurate and timely information possible and is believed to be reliable. This consulting assignment will be based on estimates, assumptions and other information developed by KB Advisory Group ("KBAG") from its independent research efforts, general industry knowledge and consultations with the client for this assignment and its representatives. No responsibility is assumed for inaccuracies in reporting by the client, its agents or representatives or any other data source used in preparing or presenting this study. The research and reports are based on information that is current as of the date of the report. KBAG assumes no responsibility to update the information after the date of the report. The research may contain prospective financial information, estimates or opinions that represent our view of reasonable expectations at a particular point in time, but such information, estimates or opinions are not offered as predictions or as assurances that a particular outcome will occur. Actual results achieved during the period covered by our prospective analysis may vary from those described on our research and report and variations may be material. Therefore, nor warranty or representation is made by KBAG that any of the projected values or results contained in the work product from this assignment will actually be achieved.

Usage of Report: The research product may not be used, in whole or in part, in any public or private offering of securities or other similar purpose by the client without first obtaining the prior written consent of KBAG.

Termination: Should you determine to terminate this agreement for any reason you agree to so notify KBAG via letter and agree to pay for work completed by KBAG up to the date of the notification of termination.

Entirety of Agreement: The terms and conditions of this agreement embody the entirety of the agreement and understanding between the parties hereto and there are no other agreements and understandings, oral or written, with reference to the matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of the agreement shall be valid unless made in writing and signed by both parties.

Dispute Resolution: If a dispute arises out of or related to this agreement, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached, the parties agree to use mediation before resorting to a judicial forum. The cost of the third-party mediator will be shared equally by the parties.

Limitation of Liability: The client agrees that as a result of any mediation or legal action resulting from this assignment KBAG's maximum liability is limited to the fees it receives for the assignment.

Governing Law: The agreement shall be governed by the laws of the State of Georgia.

July 20, 2022

City of Dahlonega
Mr. Bill Lewis, City Manager
465 Riley Road
Dahlonega, GA 30533

Re: 1687 Morrison Moore Pkwy, Dahlonega, GA 30533 (Lumpkin Co Tax Parcel #: 078 008)

Dear Mr. Lewis,

As we briefly discussed at our meeting on July 1st, I had submitted a variance request on behalf of my parent's trusts for the property referenced above to Lumpkin County's Planning Department, and the hearing was held on Monday, July 11, 2022. The purpose of the variance request was to allow for the development of the tract into a dry storage facility with a single residential unit for short term rental, and I have attached a reduced copy of the plan for reference.

The outcome of the meeting was that the Lumpkin County Planning Commission approved each item of the variance request with a condition that the property be offered for sale to the City and County. Pursuant to this condition, please allow this correspondence to serve as our request for the City to consider its interest in acquiring this tract. If sufficient interest does exist, please submit an offer via email (jdavis@davisengineers.com). It is noted that in the event that a mutual agreement to purchase is not achieved within 90 days, it is our intent to start the process of obtaining the necessary permits to construct the proposed improvements.

Please let me know if you have any questions, and feel free to reach out if you would like to discuss.

Sincerely,

Jason Davis
Cell: 706.429.5403
Email: jdavis@davisengineers.com

Cc: Lumpkin County – Planning Department
File

From: Bruce Georgia <Bruce.Georgia@LumpkinCounty.GOV>

Sent: Tuesday, July 12, 2022, 9:38 AM

To: Alan Ours <Alan.Ours@LumpkinCounty.GOV>

Subject: Davis Mini-Storage Variance requests

Sir,

As requested,

The Davis's are requesting variances to build a Mini-Storage facility. The applicant is asking for:

- *Reduction of the 50-foot front setback to 20 feet and 20-foot side setback to 5 feet.*
- *Removal of the 5-acre minimum acre requirement.*
- *Removal of the 8-foot visual screening fence requirement.*
- *Removal of the service vehicle location requirement.*
- *Reduction of the 15-foot landscape strip requirement along the right-of-way to 5 feet.*

Respectfully,
Bruce

Director, Planning Department
Lumpkin County, Georgia
www.lumpkincounty.gov
706-482-2666



078 008

Real Key / Acct 4627
JUDY LOIS DAVIS TRUSTEE OF THE
JUDY LOIS
1687 MORRISON MOORE
PARKWAY E
1.13 Acres Value \$113,000

View: [Report](#) | [Pictometry Imagery](#) | [Apply for Permit](#) | [Google Maps opens in a new tab](#)



City Council Agenda Memo

DATE: 08/08/2022
TITLE: Upcoming TSPLOST and Lumpkin County IGA
PRESENTED BY: Mark Buchanan, City Engineer

AGENDA ITEM DESCRIPTION:

Staff and select councilmen 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. At this time, a proposed upgrade to the Auraria Road and Hwy 52/9 West intersection is the leading candidate for the joint project. Staff from the City and County are working with GDOT regarding details and funding.

HISTORY/PAST ACTION:

Multiple meetings have occurred with County Staff and GDOT.

FINANCIAL IMPACT:

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

RECOMMENDATION:

None at this time.

SUGGESTED MOTIONS:

A suggested motion will be provided prior to the September 7, 2022, Council meeting.

ATTACHMENTS:



City Council Agenda Memo

DATE: August 5, 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.

FINANCIAL IMPACT:

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

RECOMMENDATION:

SUGGESTED MOTIONS:

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 Dahlonega 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 Dahlonega 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 Dahlonega 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 Dahlonega's receipt, directly or indirectly, of the applicable MFO revenue. The City of Dahlonega shall wire all funds due and owing GFAAC in accordance with the wiring instructions provided by GFAAC to the City of Dahlonega, from time to time.

(c) Taxes.

(i) Responsibility. The City of Dahlonega 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 Dahlonega 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 Dahlonega 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 Dahlonega 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 Dahlonega'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 Dahlonaga’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 Dahlongega

- 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. (Currently Dahlongega sells water to the county and to Gainesville)
- 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 (IIJA)
- 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.



City Council Agenda Memo

DATE: August 5, 2022
TITLE: Reservoir Restroom Project 2022-004 Update
PRESENTED BY: Allison Martin, Finance Director

AGENDA ITEM DESCRIPTION:

A decision is needed on the placement of the pre-fab restroom facility.

HISTORY/PAST ACTION:

The City's capital improvement program funded a restroom unit for the Wimpy Mill Picnic Area in FY22. Council approved proceeding with the placement of the restroom structure at the courtesy boat dock area at Lake Zwerner based upon the request of the Lumpkin County Board of Commissioners in June of 2022. This action was recommended by staff based upon the understanding that the county would share in the project costs. Staff developed an IGA for consideration by the county and received a response from the county that they are unable to contribute to the cost of the project and are only able to assume responsibility for the upkeep/maintenance of the unit. As the unit is scheduled to be delivered this fall, a decision is needed on the desired placement of the unit, Lake Zwerner or Wimpy Mill Picnic Area, so staff can proceed with site preparation and utility connections.

FINANCIAL IMPACT:

Without a financial contribution from the county, the city is left to pay the full structure and site/utility preparation cost. There are sufficient funds in the existing budget of \$110,000 to cover the cost of the structure but not the site/utility work. If we proceed with the project, an additional \$15,000 (estimated) will be needed to complete the work. Reserve funds in the capital projects program can be used to fund this without adversely impacting the program.

RECOMMENDATION:

SUGGESTED MOTIONS:

ATTACHMENTS:



City Council Agenda Memo

DATE: 08/08/2022
TITLE: Downtown Tree Work
PRESENTED BY: Mark Buchanan, City Engineer

AGENDA ITEM DESCRIPTION:

Following the advice of the Dahlonaga Tree Committee and the recommendation of a Certified Arborist, and for the safety of the public, the staff is recommending the removal of the large pecan tree on East Main between Meaders Street and the square.

HISTORY/PAST ACTION:

This tree was assessed by a GA Forestry Commission arborist on June 24, 2022, with the recommendation for removal. This assessment is available at the will of the Council. Over the past several years, staff has contracted removal of several limbs due to safety concerns. Continued degradation of the tree prompted the arborist assessment in June.

FINANCIAL IMPACT:

These kinds of tree projects are included in the streets operational budget.

RECOMMENDATION:

Removal of tree by selected contractor.

SUGGESTED MOTIONS:

This is informational only. No motion is required.

ATTACHMENTS:



5645 Riggins Mill Road
Dry Branch, GA 31020
P. 478-751-3500
F. 478-751-3465

An Equal Opportunity
Employer & Service Provider



Brian Kemp
Governor

Tim Lowmire
Director/State Forester

Gary White
Deputy Director

Board of Commissioners:

Larry Spillers, Chairperson
Roberta

Sandie Sparks, Vice
Chairperson
Elijay

Ember Bentley
Macon

Ben Gillis
Dublin

Chad Nimmer
Blackshear

Robert Pollard
Appling

Ken Sheppard
Vidalia

July 8, 2022

Mark Buchanan
City Engineer & Public Works Director
465 Riley Road
Dahlonega, Georgia 30533
Via Email: mbuchanan@dahlonega.gov

Dear Mark,

As requested, on Friday June 24, 2022, I inspected a Pecan (*Carya illinoensis*) near the Downtown Square in Dahlonega, Georgia. My recommendation is for removal of the tree.

The pecan is 36.5 inches in diameter and is approximately 50-60 feet high. Its crown spread diameter is 75' by 58'. The tree has five main branches, four of which are co-dominant with included bark. Although the Live Crown Ratio is 75%, the tree's vigor is low, the crown density is sparse, and it has about 60% of the leaf area that it would have if it were healthy. About 20% of the branches are dead. Of the five main branches, four of them are thinning at the tips. The healthiest branches are the lowest ones that unfortunately are over-extended over parking spaces and the road. The tree is leaning toward the road at an approximate 30° angle (Picture 1). The tree is also situated in an asphalt cutout with no soil visible around the base. The root flare cannot be located and girdling roots, if any, cannot be assessed (Picture 2).



Picture 1 Tree as a whole



Picture 2 Root collar



Picture 3 Thinning canopy

The pecan tree is displaying an obvious sign of stress: the canopy is thinning on all branches except the lowest branch that overhangs the road (Picture 3).

Adding to the tree's decline is an electrical transformer embedded in a decayed cavity (Picture 4), and evidence of past removal of two large



Picture 4 Embedded electrical

branches plus one medium sized branch. One of the large removed branches was dead when it was removed and the tree has not calloused over the cut, which indicates a lack of ability to compartmentalize wounds.

The tree is lifting the sidewalk and adjacent retaining wall (Picture 5). Christmas lights are still wound around branches and are dangling from the low branches over the road.

The east side branches were stub cut in the past, which can create open wound entrances for decay and/or pests.

If the tree fails, targets that will be impacted include the commercial building, the sidewalk, the road, parking spaces, power lines and a power pole. All these targets are within the tree's dripline.

Given the multiple severe defects and resulting increased likelihood of failure, paired with the high target occupancy rate around this tree, I would rate this a high risk tree. It is recommended that some mitigation action occurs to decrease or remove the risk associated with this tree.



Picture 5 Sidewalk lift

The management options for this pecan are:

1. Prune the dying branches, but that will leave leggy branches and a trunk that still leans
2. Prune overextended branches that are over the road but those are the healthiest and most productive branches, so if they are cut, the tree's decline will hasten
3. Remove the electrical equipment embedded in the cavity, but that will create an open wound
4. Remove the entire tree

To mitigate the sidewalk buckling issues, there are options to alter or rebuild the sidewalk to bridge over the roots. The roots cannot be removed or shaved, as this would severely increase the likelihood failure. If the decision is made to attempt to alter the sidewalk, great care must be taken to protect the roots throughout the process. GFC can provide further information on this process if desired.

Again, my recommendation as an ISA Certified Arborist is to remove the tree. Because of the difficulties of the site, I cannot recommend replanting in that location. It is up to the City to determine its own risk threshold, considering the risk weighed against the many benefits the trees provide. Whatever decision is made, GFC can assist with information and references for either decision.

All of these recommendations are given based on a Level 1 Visual Assessment of the tree. It is important to remember that all trees pose some risk and liability as they are living things and all defects are not always obvious in a visual inspection. If you have any questions about the assessment or my recommendations, please contact me.

Lea Clark
Community Forester
Georgia Forestry Commission
Certified Arborist SO-10903A
lmclark@gfc.state.ga.us
478-538-4203



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 prepare council for an upcoming additional engineering procurement for the Morrison Moore Pedestrian Bridge and Sidewalk project. Throughout the design process, GDOT has made both recommendations and requirements for additional services. 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 2 upcoming items that will require 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 design of the vehicular bridge across the reservoir. GDOT has indicated that that report will not be accepted and a new one is required. Estimated cost is \$50-60,000. If TAP funds are authorized, the City will be reimbursed an estimated amount of \$40-48,000.
2. Sidewalk modification near the bridge. Cost saving recommendations have been made regarding the transition of the currently proposed urban-style sidewalk with curb and gutter to a more rural style concrete trail near the bridge. The construction savings will far outweigh the design cost, estimated to be \$20-30,000. Again, TAP reimbursements will be applied for, expected to be around \$16-\$24,000.

Exact design costs were not available at the time of this writing. However, the current budgeted amount for the entire design effort exceeds the amount of the current project plus these anticipated cost increases. Exact costs will be provided prior to the September 6 Council meeting.

HISTORY/PAST ACTION:

Approval of the original design contract with Wood Engineering.

FINANCIAL IMPACT:

See description above.

RECOMMENDATION:

Approval of the change orders described above, with exact amounts to be supplied prior to voting.

SUGGESTED MOTIONS:

“...motion to approve the change orders to the current contract with Wood Environmental and

described above for the Morrison Moore Pedestrian Bridge and Sidewalk Project, PI 0016629, in the amount of \$XXXXX.XX.”

ATTACHMENTS:



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:

The quote opening is scheduled for 8/10/2022. We will have the results at the 8/15/2022 Council Work Session.

RECOMMENDATION:

SUGGESTED MOTIONS:

ATTACHMENTS:
