



CITY OF DAHLONEGA

Council Meeting - Amended Agenda

January 03, 2023, 6:00 PM

Gary McCullough Chambers, Dahlongega City Hall

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

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

CALL TO ORDER AND WELCOME

PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

APPROVAL OF AGENDA

PUBLIC COMMENT – PLEASE LIMIT TO THREE MINUTES

APPOINTMENT/RECOGNITION

APPROVAL OF MINUTES -

- a. City Council Special Called Meeting Minutes - December 5, 2022
Mary Csukas, City Clerk
- b. City Council Meeting Minutes - December 5, 2022
Mary Csukas, City Clerk
- c. City Council Special Called Meeting Minutes - December 15, 2022
Mary Csukas, City Clerk
- d. City Council Work Session Minutes - December 19, 2022
Mary Csukas, City Clerk
- e. City Council Special Called Meeting Minutes - December 19, 2022
Mary Csukas, City Clerk

ANNOUNCEMENT/CITY REPORTS:

- 1. Financial Report - November 2022
Allison Martin, Finance Director

ORDINANCE AND RESOLUTION:

- 2. UNG's Sesquicentennial Celebration
JoAnne Taylor, Mayor

OLD BUSINESS:

- 3. Ryan Quigley Plaque Request
Mark Buchanan, PE, City Engineer & Public Works Director and Brian Quigley, Resident
- 4. Contract Renewal - Jarrard Water Services
Allison Martin, Finance Director
- 5. Peachtree Recovery Services Renewal
Allison Martin, Finance Director

6. Grant Writing Services Agreement

Allison Martin, Finance Director

NEW BUSINESS:

7. Local Administration Project (LAP) Certification

Mark Buchanan, Director of Public Works

8. Executive Session - Personnel

JoAnne Taylor, Mayor

9. Selection of City Manager Discussion

JoAnne Taylor, Mayor

COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

ADJOURNMENT



CITY OF DAHLONEGA

City Council Special Called Meeting Minutes

December 05, 2022, 4:30 PM

Gary McCullough Chambers, Dahlonge City Hall

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CALL TO ORDER AND WELCOME

Mayor Taylor called the meeting to order at 4:30 pm.

PRESENT

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

APPROVAL OF AGENDA

Mayor Taylor called for a motion to approve the agenda.

Motion made by Councilmember Gaddis, Seconded by Councilmember Shirley.

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

NEW BUSINESS

1. Executive Session - Personnel

Mayor Taylor called for a motion to enter an executive session at 4:34 p.m.

Motion made by Councilmember Larson, Seconded by Councilmember Bagley.

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

No action was taken in the executive session.

ADJOURNMENT

Mayor Taylor adjourned the meeting.



CITY OF DAHLONEGA

Council Meeting Minutes

December 05, 2022, 6:00 PM

Gary McCullough Chambers, Dahlonge City Hall

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CALL TO ORDER AND WELCOME

Mayor Taylor called the meeting to order at 6:00 PM

PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Councilmember Larson led the opening prayer.

Councilmember Gaddis led the Pledge of Allegiance.

APPROVAL OF AGENDA

Mayor Taylor advised the Council that comments would be discussed before the executive session.

Mayor Taylor called for a motion of approval.

Motion made by Councilmember Gaddis, Seconded by Councilmember Shirley.

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

PUBLIC COMMENT – PLEASE LIMIT TO THREE MINUTES

Mr. David Kraft, the Carriage Company owner, had concerns with some of the new regulations outlined by the city for carriage rides downtown due to safety concerns for the public. These guidelines have changed the makeup of his business, and Mr. Kraft requests the former placement of his carriage stands.

APPROVAL OF MINUTES -

- a. Council Meeting Minutes November 7, 2022, Mary Csukas, City Clerk

Mayor Taylor called for a motion of approval.

Councilmember Ron Larson motioned, and Councilmember Ryan Reagin seconded the motion.

Councilmember Ariemma suggested modifying the minutes to reflect the June 19th federal holiday, the council date change for June, and a possible reason for changing the July council meeting on the public notice. None of the councilmembers opposed it.

APPOINTMENT/RECOGNITION

1. Oath of Office - Officer Nicholas Weathington,
Mayor Taylor said this was the fun part of our meeting, to swear in our newest police Officer Nicholas Weathington.

Mayor Taylor asked Mr. Nicholas Weathington to come forward to the front so he may read the oath of office. Mayor Taylor thanked Officer Weathington for his service, and the Mayor and Officer Weathington signed his oath.

ORDINANCE AND RESOLUTION:

2. Ordinance 2022-16: An ordinance to exclude off-street parking and loading requirements within the B-3 and CBD zones for restaurants, lounges, and retail businesses, Doug Parks, City Attorney

City Attorney Parks explained that this is a deviation from standard practice, in which this topic would typically come before the council at a work session. The impossibility of this ordinance has caused severe issues for businesses to open their doors. The served purpose of this ordinance is to be a temporary placeholder to allow this to move to the planning commission. He emphasized that this was a temporary solution that allowed for leeway to find a better solution for the downtown area.

Motion made by Councilmember Ross to approve the referral, Seconded by Councilmember Ryan.

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

Councilmember Bagley asked how this vote tonight would affect the current parking ordinance. City Attorney Parks informed Council that this vote of referral to the Planning Commission does not effectuate any change in the ordinance tonight. It will be moved to the Planning Commission for review and vote and then back to a council work session for more study and a council voting session.

Mayor Taylor stated that this was a serious move for the businesses of Dahlonga, and the city attorney recommended approval of item 8 regardless of further discussion.

Councilmember Gaddis requested consideration from the planning commission to maintain a "parking bank" for funds to account for new spaces that might be needed, in the future, when a business changes use. None of the councilmembers opposed the parking ordinance referred to the planning commission.

Mayor Taylor asked that all were in favor of approval, and the motion passed.

ANNOUNCEMENT/CITY REPORTS:

No announcements or city reports.

OLD BUSINESS:

3. 2023 Agreement for Tourism Development Services, Allison Martin, Finance Director
Director Martin reminded the council of what was discussed at the city council work session, and because we have yet to see the CVB split from the Chamber, the previous agreement will need to be renewed.

Mayor Taylor called for a motion of approval.

Motion made by Councilmember Gaddis, Seconded by Councilmember Larson.

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

4. UCBi Banking Service Contract Renewal, Allison Martin, Finance Director
Director Martin informed Council that the renewal contract is renewing with no changes since the original work session.

Mayor Taylor called for a motion to approve.

Motion made by Councilmember Larson, Seconded by Councilmember Bagley.

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

5. Resolution 2022-17 - FY2022 Year-end Budget Amendment, Allison Martin, Finance Director

This item was moved to the next work session.

6. DDA Intergovernmental Agreement City of Dahlonaga, Mary Csukas, DDA Director
Director Csukas asked for approval of the Downtown Dahlonaga agreement with the City of Dahlonaga, as the DDA board approved it at their last meeting.

Mayor Taylor called for a motion of approval.

Motion made by Councilmember Gaddis, Seconded by Councilmember Shirley.

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

NEW BUSINESS:

7. 2023 Alcoholic Beverage License - Gourmet Brew Inc dba Dahlonaga Tasting Room, Doug Parks, City Attorney

Mayor Taylor called for a motion of approval.

Motion made by Councilmember Shirley, Seconded by Councilmember Gaddis.

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

8. 2022 Alcoholic Beverage License – 35 Degrees North LLC dba The Station, Doug Parks, City Attorney

Mayor Taylor called for a motion of approval.

Motion made by Councilmember Shirley, Seconded by Councilmember Gaddis.

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

9. 2023 Alcoholic Beverage License Renewals, Doug Parks, City Attorney

City Attorney Parks noted that all the establishments up for renewal complied and recommended that all be approved.

Ms. Csukas informed Council that there are no late fees.

Mayor Taylor called for a motion of approval.

Motion made by Councilmember Gaddis, Seconded by Councilmember Ariemma.

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

COMMENTS – PLEASE LIMIT TO THREE MINUTES

City Clerk Comments: Ms. Csukas reminded the council of the annual Christmas Party and thanked Council for their donations of Christmas gifts.

City Manager Comments: City Manager Lewis read a short statement about his time as interim city manager. He noted how much the city had changed and grown since his last time at City Hall. He commended the staff for their competent hard work and the council for their leadership. Mayor Taylor thanked him for his service and contributions to the city.

City Attorney Comments: City Attorney Parks thanked Bill Lewis for his long public service career and persistence in many difficult situations.

City Council Comments:

Councilmember Shirley thanked city manager interim Bill Lewis for all his support and guidance. Over the weekend, he saw a huge crowd at Dahlonga's Public Square and expects this to continue as we offer many events throughout the Christmas holiday.

Councilmember Ariemma thanked Bill Lewis for all his hard work. He then asked City Attorney Doug Parks for a status update on hiring a grant writer. Doug said he had no update.

Councilmember Gaddis thanked Bill Lewis for all his hard work and dedication to the city and mentioned that the Square looks remarkable. As he is heading the recycling committee, he asked for recommendations from the council to form the committee.

Councilmember Shirley thanked Bill Lewis for all his hard work and the Tourism board for their hard work.

Councilmember Reagin thanked Bill Lewis for his service and commitment to the city.

Councilmember Bagley thanked Bill Lewis for his years of service. He informed staff that he appreciated the upkeep of the Square and hearing all the positive feedback from visitors downtown. Also, he enjoyed the Tree Lighting Downtown.

Mayor Taylor appreciated the staff, welcomed the new city police officer, and thanked the Christmas committee for all their hard work.

10. Executive Session - Litigation and Personnel

Mayor entertained the motion to go into executive session at 6:39 P.M.

Motion made by Councilmember Ariemma, Seconded by Councilmember Gaddis.

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

No action was taken at the executive session.

ADJOURNMENT

Mayor Taylor adjourned the Council meeting.



CITY OF DAHLONEGA

City Council Special Called Meeting

Summary Minutes

December 15, 2022, 1:00 PM

Lumpkin County Visitors Center 13 S Park St, Dahlonega,
GA 30533

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

CALL TO ORDER AND WELCOME

Mayor Taylor called the meeting to order at 1:00 p.m.

PRESENT

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

APPROVAL OF AGENDA

Mayor Taylor motioned for approval of the agenda.

Motion made by Councilmember Larson, Seconded by Councilmember Bagley.

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

NEW BUSINESS

1. Executive Session - Personnel

Mayor Taylor called for a motion to enter an executive session at 1:05 p.m.

Motion made by Councilmember Gaddis, Seconded by Councilmember Bagley.

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

No action was taken in the executive session.

ADJOURNMENT

Mayor Taylor adjourned the meeting.



CITY OF DAHLONEGA Council Work Session Minutes

December 19, 2022, 4:00 PM

Gary McCullough Council Chambers, Dahlonaga City Hall

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OPEN MEETING

Mayor Taylor called the meeting to order at 4:00 pm.

PRESENT

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

APPROVAL OF AGENDA

Mayor Taylor informed Council that the item for Ryan Quigley was duplicated on the agenda, so item eight will be removed. Resolution 2022-17 FY2022 Year-end Budget Amendment will be removed as no budget amendment is required. This Resolution will also be removed from the upcoming special called meeting that follows this work session.

Mayor Taylor called for a motion to approve.

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

BOARDS & COMMITTEES:

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

Councilmember Bagley appreciated Downtown Manager Ariel Alexander and Dahlonaga Christmas Organization for all their hard work this holiday season and thought the food trucks complemented downtown holiday festivities.

TOURISM: Sam McDuffie, Tourism Director

Tourism Director McDuffie presented multiple reports to city council members, including current projects, future projects, and percentages in growth on various social media sites.

Councilmember Ariemma and Director McDuffie discussed potential projects to be looked into in the future.

DEPARTMENT REPORTS:

3. City of Dahlonega Police Department – November 2022, George Albert, Chief of Police
4. Community Development – November 2022, Jameson Kinley, Planning and Zoning Administrator

5. Finance and Administration Department – November 2022, Allison Martin, Finance Director

Councilmember Ariemma and Director Martin discussed the bathroom floor colors in the newly renovated Visitor Center bathrooms. Director Martin will discuss the issue with the contractor.

6. Public Works—November 2022, Mark Buchanan, PW Director/City Engineer
7. Water & Wastewater Treatment Department Report November 2022, John Jarrard, Water/Wastewater Treatment Director

ITEMS FOR DISCUSSION:

8. Ryan Quigley Plaque Request, Mark Buchanan, PE, City Engineer & Public Works Director – this item was removed.

9. Ryan Quigley Plaque Request

Mark Buchanan, PE, City Engineer & Public Works Director, and Brian Quigley, Resident Brian Quigley spoke about his son Ryan Quigley and his contributions to the City of Dahlonega. He retold his son's love of Dahlonega and requested that this plaque be placed in Hancock Park to honor his memory.

Mayor Taylor gave sincere condolences for Brian's loss and would like this item to be presented at the next meeting for approval.

10. Grant Writing Services Agreement, Allison Martin, Finance Director

Director Martin discussed a paragraph revision needed in the Grant Writing Services Agreement. She and City Attorney Parks are working on the modification for the next Council Meeting in January 2023.

11. Resolution 2022-17 - FY2022 Year-end Budget Amendment, Allison Martin, Finance Director – This item was removed from the agenda.

12. Contract Renewal - Jarrard Water Services, Allison Martin, Finance Director

John Jarrard gave a history of the evolution of his company, Jarrard Water Services, and its history with the City of Dahlonega. The contract agreement between the City and his company allows John Jarrard to contribute to the City while caring for family members with health issues and be beneficial to the City's budget.

The Council and Mayor discussed the savings of a certified contractor instead of a full-time employee. John Jarrard stated that he is not technically a city employee that that this is a contract for professional services through his company.

Councilmember Larson states the values of the many years of experience that John Jarrard learned while working for the City and appreciates and recognizes the things he has done over the years for the City.

13. Peachtree Recovery Services Renewal, Allison Martin, Finance Director

Director Martin and City Attorney Parks informed the Council and Mayor of some concerns with the Peachtree Recovery Services contract. The new contract has been under

discussion, and there is one paragraph left, which is taking a little longer to revise. They will continue the revision and bring a final draft to the Council at a future date.

COMMENTS – PLEASE LIMIT TO THREE MINUTES

No comments were made.

Clerk Comments

No comments were made.

City Manager Comments

No comments were made.

City Attorney Comments

No comments were made.

City Council Comments

No comments were made.

Mayor Comments

No comments were made.

ADJOURNMENT

Mayor Taylor called for a motion to adjourn the meeting at 4:38 P.M.

Motion made by Councilmember Larson, Seconded by Councilmember Bagley.

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



CITY OF DAHLONEGA

City Council Special Called Meeting Minutes

December 19, 2022, 4:00 PM

Gary McCullough Chambers, Dahlonge City Hall

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CALL TO ORDER AND WELCOME

Mayor Taylor called the meeting to order at 4:39 P.M.

APPROVAL OF AGENDA

Mayor Taylor requested an amendment to the agenda at the work session before this meeting, removing item Resolution 2022-17 - FY2022 Year-end Budget Amendment. Council voted to amend the work session agenda and this special called meeting agenda.

Mayor Taylor called a motion to approve.

Motion made by Councilmember Larson, Seconded by Councilmember Gaddis.

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

NEW BUSINESS

1. City Council Work Session Minutes - November 21, 2022, Mary Csukas, City Clerk

Mayor Taylor called for a motion to approve.

Motion made by Councilmember Gaddis, Seconded by Councilmember Larson.

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

2. Resolution 2022-17 - FY2022 Year-end Budget Amendment, Allison Martin, Finance Director – This item was removed from the agenda.

3. 2023 Alcoholic Beverage License for New License and Renewal Licenses, Doug Parks, City Attorney

Councilmember Ariemma and Councilmember Reagin abstained from voting on this topic.

City Attorney Parks requested approval of the 2023 Alcoholic Beverage License for both new and renewal licenses. Some administrative issues are being handled through the Department of Revenue and the Clerk's office.

City Attorney Parks thanked the Clerk's office for their hard work with this new alcohol licensing procedure.

Mayor Taylor called for a motion to approve.

Motion made by Councilmember Larson, Seconded by Councilmember Shirley.

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

Voting Abstaining: Councilmember Ariemma, Councilmember Reagin

4. Executive Session – Personnel and Litigation

Mayor Taylor called for a motion to enter an executive session at 4:58 p.m.

Motion made by Councilmember Bagley, Seconded by Councilmember Reagin.

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

No action was taken at the executive session.

ADJOURNMENT

Mayor Taylor adjourned the meeting.

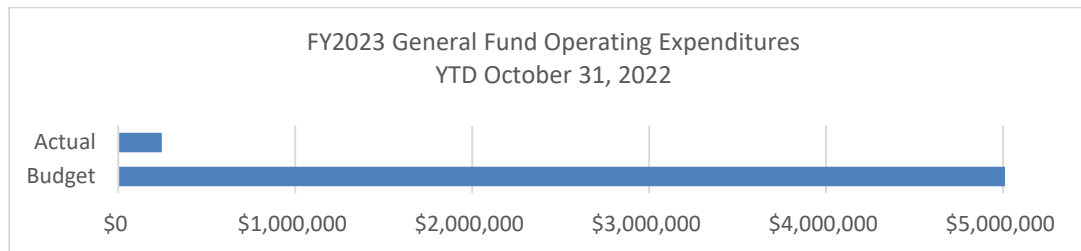
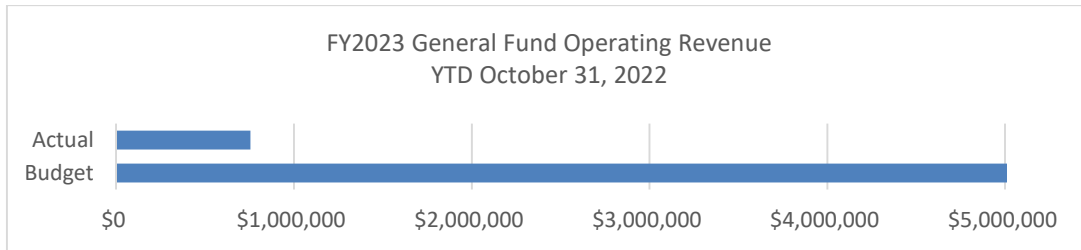


CITY OF DAHLONEGA

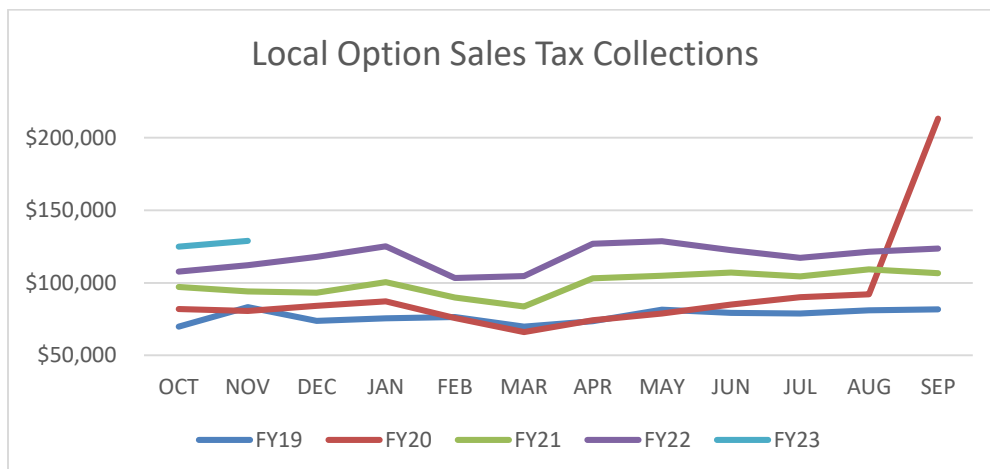
MONTHLY FINANCIAL REPORTS

For the One Month Ended October 31, 2022

GENERAL FUND



- The annual property tax bills were levied and mailed by the Tax Commissioner on October 1st with a December 1st due date. To date, 3.95% of the 2022 taxes budgeted have been collected.
- Sales tax collections remain strong. The change in the State law related to internet sales taxation has continued to positively impact our collections.



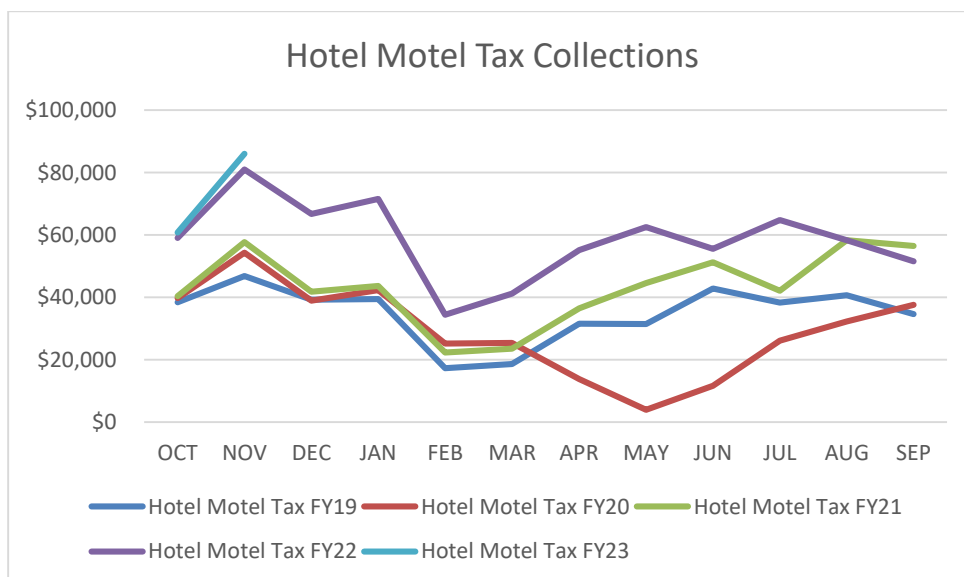
- The annual revenue for Insurance Premium Tax is \$545,246.95 this year, which is 24% greater than last fiscal year. This amount is based on a population formula.
- Alcoholic Beverage Tax and License revenue collected year-to-date is slightly less than the prior year due to the issues with the state portal. This will stabilize as the remaining licenses complete the process.
- Permit revenue collected year-to-date is slightly less than last year's collections.
- Department expenditures are in line with budget expectations.

DOWNTOWN DEVELOPMENT AUTHORITY

- Operational results are on track with the budget.

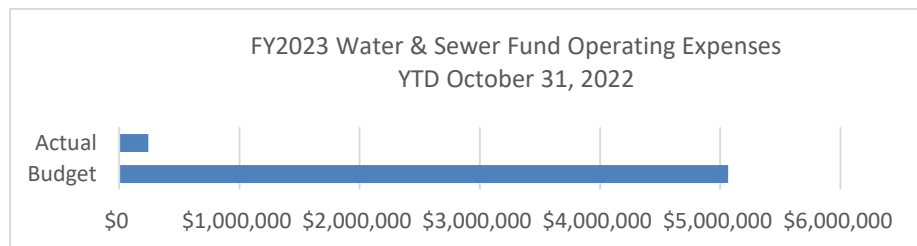
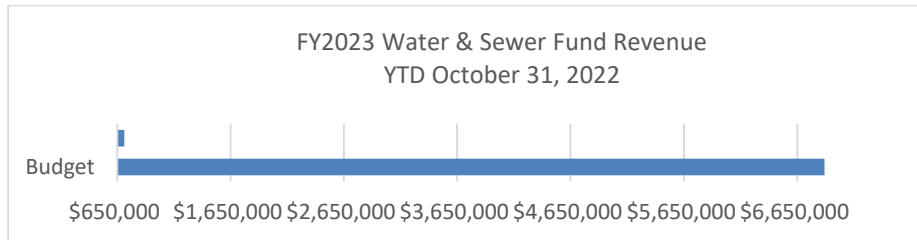
HOTEL/MOTEL TAX FUND

- Tax revenue collections experienced a sharp decline in April 2020 with the onset of the Pandemic. Beginning in September 2020, collections have remained higher than in previous years. FY23 is 3.04% more than FY22 and 58.19% higher than pre-pandemic collections. There are two factors for the increase above pre-pandemic levels. One is the change to the law regarding collection by third-party online booking agencies, the other is the new hotel.



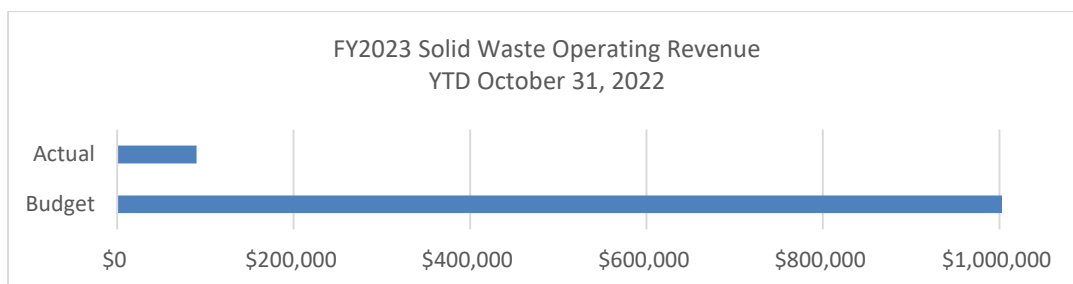
WATER AND SEWER FUND

- Water and sewer sales are trending along with budget projections. Revenue from water sales and sewer charges is 25.66% more than last year.
- All department expenses are in line with the budget.



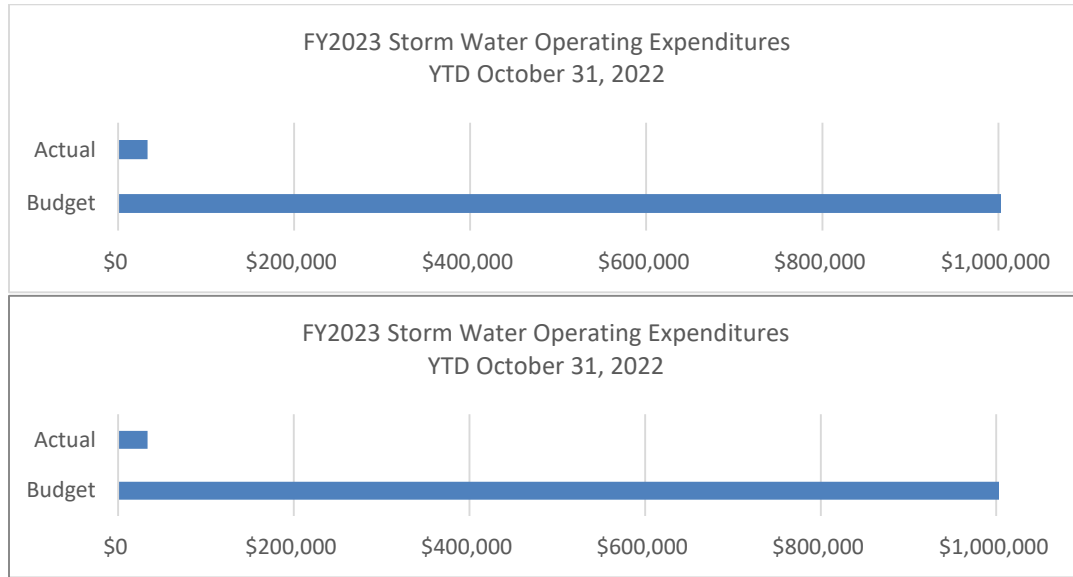
SOLID WASTE FUND

- Refuse Collection Charges are Revenues are 4% less than the prior year.
- Expenses are meeting budget expectations.



STORMWATER ENTERPRISE FUND

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



(Prepared for Council and Management by Allison Martin 12/30/2022)

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 10/31/2022
 % Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	YTD BALANCE 10/31/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 100 - GENERAL FUND				
	GENERAL PROPERTY TAXES	1,784,753.00	44,746.21	2.51
	GENERAL SALES AND USE TAXES	1,106,535.00	0.00	0.00
	SELECTIVE SALES AND USES TAXES	225,600.00	0.00	0.00
	ALCOHOLIC BEVERAGES LICENSES	138,900.00	55,350.00	39.85
	BUSINESS TAXES	581,801.00	545,762.82	93.81
	PENALTIES AND INTEREST	1,600.00	24.96	1.56
	PERMITS AND FEES	73,000.00	6,463.16	8.85
	INTERGOVERNMENTAL REVENUE	21,646.00	1,553.86	7.18
	CHARGES FOR SERVICES	729,483.00	62,052.10	8.51
	FINES AND FORFEITURES	241,600.00	23,966.44	9.92
	INVESTMENT INCOME	26,793.00	5,048.58	18.84
	MISCELLANEOUS REVENUE	22,000.00	778.15	3.54
	OTHER FINANCIAL SOURCES	55,000.00	1,625.00	2.95
	OTHER CHARGES FOR SERVICES	15,500.00	0.00	0.00
	TRANSFERS IN FROM OTHER FUNDS	102,850.00	8,579.17	8.34
TOTAL REVENUES		5,127,061.00	755,950.45	14.74
	LEGISLATIVE	252,533.00	12,095.70	4.79
	EXECUTIVE	263,848.00	12,089.93	4.58
	ELECTIONS	22,335.00	0.00	0.00
	GENERAL ADMINISTRATION	1,059,920.00	48,496.12	4.58
	MUNICIPAL COURT	299,805.00	7,492.75	2.50
	CITY MARSHAL	561,071.00	26,823.37	4.77
	PUBLIC WORKS ADMINISTRATION	198,130.00	11,203.03	5.65
	STREETS	1,237,816.00	55,062.08	4.43
	MAINTENANCE AND SHOP	114,099.00	5,635.45	4.94
	CEMETERY	64,173.00	(312.23)	(0.46)
	PARKS	44,700.00	2,318.89	4.91
	COMMUNITY DEVELOPMENT	447,372.00	23,610.01	5.28
	NON-DEPARTMENTAL	50,000.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	511,259.00	42,604.92	8.33
TOTAL EXPENDITURES		5,127,061.00	247,120.02	4.81
Fund 100 - GENERAL FUND:				
	TOTAL REVENUES	5,127,061.00	755,950.45	14.74
	TOTAL EXPENDITURES	5,127,061.00	247,120.02	4.81
NET OF REVENUES & EXPENDITURES		0.00	508,830.43	3,953.62

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 10/31/2022
 % Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	YTD BALANCE 10/31/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY				
	CHARGES FOR SERVICES	1,100.00	0.00	0.00
	INVESTMENT INCOME	400.00	617.01	154.25
	CONTRIBUTIONS AND DONATIONS	100.00	0.00	0.00
	MISCELLANEOUS REVENUE	200.00	0.00	0.00
	TRANSFERS IN FROM OTHER FUNDS	232,450.00	19,370.83	8.33
	APPROPRIATED FUND BALANCE	71,969.00	0.00	0.00
TOTAL REVENUES		306,219.00	19,987.84	6.53
	DDA ADMINISTRATION	145,092.00	2,862.15	1.69
	TOURISM	103,284.00	3,023.10	2.93
	DOWNTOWN DEVELOPMENT	57,843.00	4,745.45	8.20
TOTAL EXPENDITURES		306,219.00	10,630.70	3.22
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY:				
TOTAL REVENUES		306,219.00	19,987.84	6.53
TOTAL EXPENDITURES		306,219.00	10,630.70	3.22
NET OF REVENUES & EXPENDITURES		0.00	9,357.14	38.33

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 10/31/2022
 % Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	YTD BALANCE 10/31/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 275 - HOTEL/MOTEL TAX FUND				
	HOTEL/MOTEL TAXES	680,000.00	0.00	0.00
	INVESTMENT INCOME	100.00	410.11	410.11
	TOTAL REVENUES	680,100.00	410.11	0.06
	PURCHASES/CONTRACTED SERVICES	288,575.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	391,525.00	32,627.08	8.33
	TOTAL EXPENDITURES	680,100.00	32,627.08	4.80
Fund 275 - HOTEL/MOTEL TAX FUND:				
	TOTAL REVENUES	680,100.00	410.11	0.06
	TOTAL EXPENDITURES	680,100.00	32,627.08	4.80
	NET OF REVENUES & EXPENDITURES	0.00	(32,216.97)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 10/31/2022
 % Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	YTD BALANCE 10/31/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 505 - WATER AND SEWER ENTERPRISE FUND				
	INVESTMENT INCOME	6,600.00	3,907.04	59.20
	MISCELLANEOUS REVENUE	3,000.00	100.00	3.33
	WATER CHARGES	2,941,401.00	330,943.71	11.25
	TAP FEES - WATER	175,000.00	4,780.00	2.73
	SEWER CHARGES	2,167,558.00	247,237.77	11.41
	TAP FEES - SEWER	175,000.00	5,975.00	3.41
	OTHER CHARGES FOR SERVICES	70,800.00	7,767.29	10.97
	TRANSFERS IN FROM OTHER FUNDS	1,351,502.00	112,625.17	8.33
	TOTAL REVENUES	6,890,861.00	713,335.98	10.35
	SEWER LIFT STATIONS	262,198.00	7,088.05	2.65
	SEWER TREATMENT PLANT	784,715.00	46,222.42	5.75
	DISTRIBUTION AND COLLECTION	1,149,766.00	60,803.63	5.08
	WATER SUPPLY	362,296.00	11,546.74	3.19
	WATER TREATMENT PLANT	2,320,616.00	101,294.50	4.29
	CAPITAL OUTLAYS	1,825,530.00	5,260.00	0.26
	INTERFUND CHARGES	125,740.00	10,478.33	8.33
	OTHER COSTS	60,000.00	0.00	0.00
	TOTAL EXPENDITURES	6,890,861.00	242,693.67	3.38
Fund 505 - WATER AND SEWER ENTERPRISE FUND:				
	TOTAL REVENUES	6,890,861.00	713,335.98	10.35
	TOTAL EXPENDITURES	6,890,861.00	242,693.67	3.38
	NET OF REVENUES & EXPENDITURES	0.00	470,642.31	160.70

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 10/31/2022
 % Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	YTD BALANCE 10/31/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 540 - SOLID WASTE ENTERPRISE FUND				
	CHARGES FOR SERVICES	300.00	0.00	0.00
	INVESTMENT INCOME	750.00	835.23	111.36
	OTHER CHARGES FOR SERVICES	8,000.00	631.41	7.89
	REFUSE COLLECTION CHARGES	1,003,716.00	88,651.32	8.83
	APPROPRIATED NET ASSETS	1,935.00	0.00	0.00
TOTAL REVENUES		1,014,701.00	90,117.96	8.88
PERSONAL SERVICES AND EMPLOYEE BENEFITS				
	PURCHASES/CONTRACTED SERVICES	500,845.00	20,318.51	4.06
	SUPPLIES	222,700.00	7,735.98	3.47
	CAPITAL OUTLAYS	120,700.00	67.20	0.05
	INTERFUND CHARGES	33,600.00	0.00	0.00
	OTHER COSTS	62,870.00	5,239.17	8.33
	DEBT SERVICE	40,000.00	0.00	0.00
		33,986.00	127.22	0.37
TOTAL EXPENDITURES		1,014,701.00	33,488.08	3.28
Fund 540 - SOLID WASTE ENTERPRISE FUND:				
TOTAL REVENUES		1,014,701.00	90,117.96	8.88
TOTAL EXPENDITURES		1,014,701.00	33,488.08	3.28
NET OF REVENUES & EXPENDITURES		0.00	56,629.88	876.77

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 10/31/2022
 % Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	YTD BALANCE 10/31/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 560 - STORMWATER ENTERPRISE FUND				
	INVESTMENT INCOME	500.00	786.65	157.33
	OTHER CHARGES FOR SERVICES	1,000.00	135.26	13.53
	TRANSFERS IN FROM OTHER FUNDS	1,122,279.00	93,523.25	8.33
	STORMWATER UTILITY CHARGES	375,000.00	29,549.32	7.88
	TOTAL REVENUES	1,498,779.00	123,994.48	8.27
	PERSONAL SERVICES AND EMPLOYEE BENEFITS	80,481.00	4,263.86	5.30
	PURCHASES/CONTRACTED SERVICES	81,710.00	0.00	0.00
	SUPPLIES	31,231.00	0.00	0.00
	CAPITAL OUTLAYS	811,494.00	0.00	0.00
	INTERFUND CHARGES	493,863.00	41,155.25	8.33
	TOTAL EXPENDITURES	1,498,779.00	45,419.11	3.03
Fund 560 - STORMWATER ENTERPRISE FUND:				
	TOTAL REVENUES	1,498,779.00	123,994.48	8.27
	TOTAL EXPENDITURES	1,498,779.00	45,419.11	3.03
	NET OF REVENUES & EXPENDITURES	0.00	78,575.37	100.00
	TOTAL REVENUES - ALL FUNDS	15,517,721.00	1,703,796.82	10.98
	TOTAL EXPENDITURES - ALL FUNDS	15,517,721.00	611,978.66	3.86
	NET OF REVENUES & EXPENDITURES	0.00	1,091,818.16	324.35

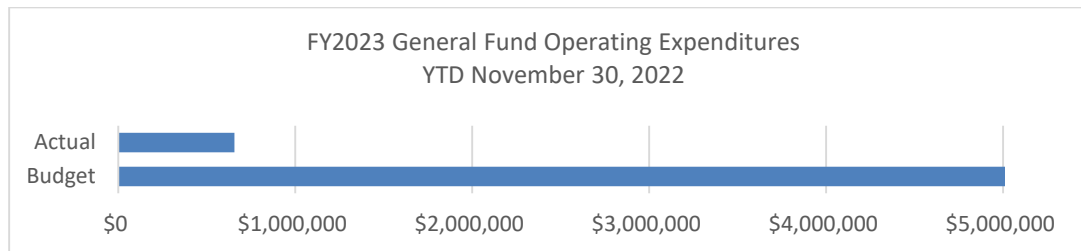
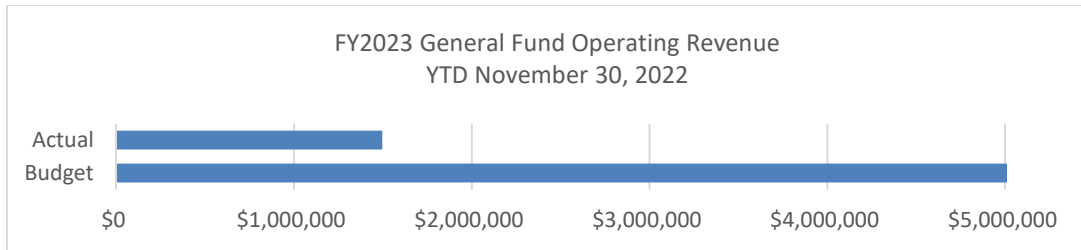


CITY OF DAHLONEGA

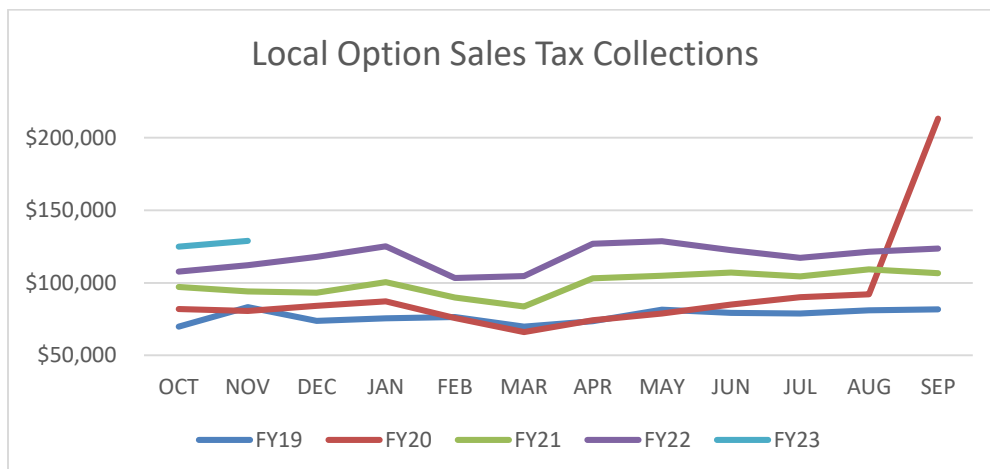
MONTHLY FINANCIAL REPORTS

For the Two Months Ended November 30, 2022

GENERAL FUND



- The annual property tax bills were levied and mailed by the Tax Commissioner on October 1st with a December 1st due date. To date, 43.54% of the 2022 taxes budgeted have been collected.
- Sales tax collections remain strong. The change in the State law related to internet sales taxation has continued to positively impact our collections.



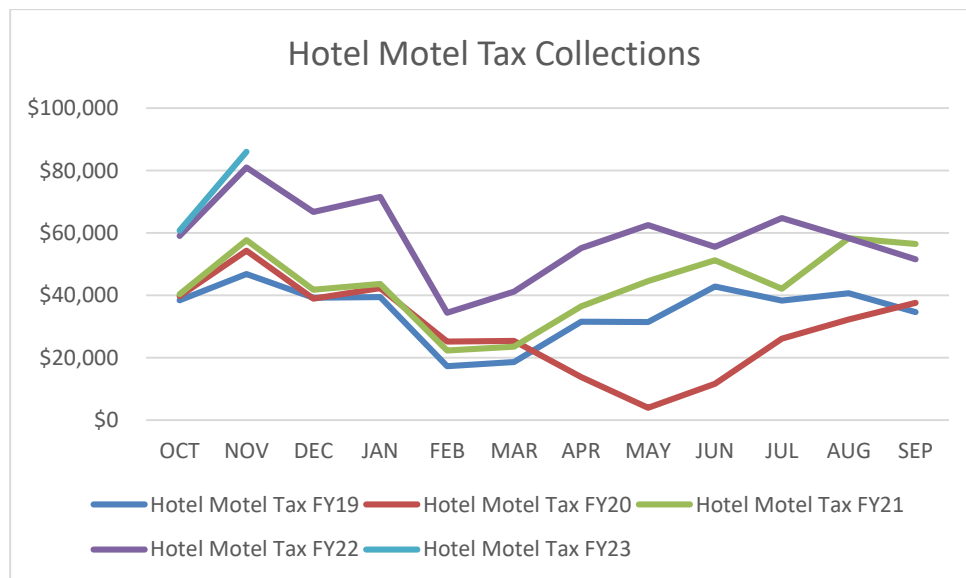
- The annual revenue for Insurance Premium Tax is \$545,246.95 this year, which is 24% greater than last fiscal year. This amount is based on a population formula.
- Alcoholic Beverage Tax and License revenue collected year-to-date is slightly less than the prior year due to the issues with the state portal. This will stabilize as the remaining licenses complete the process.
- Permit revenue collected year-to-date is slightly less than last year's collections.
- Department expenditures are in line with budget expectations.

DOWNTOWN DEVELOPMENT AUTHORITY

- Operational results are on track with the budget.

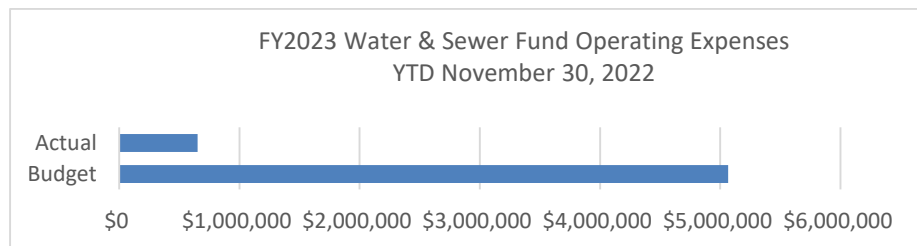
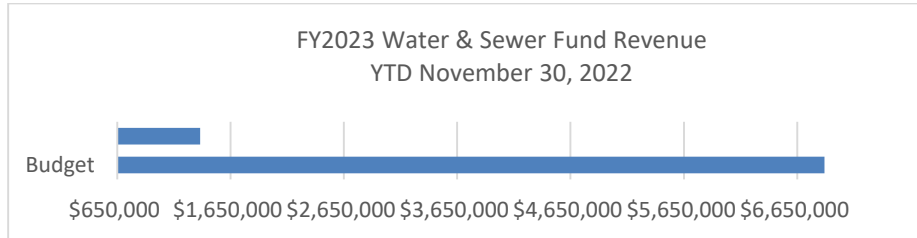
HOTEL/MOTEL TAX FUND

- Tax revenue collections experienced a sharp decline in April 2020 with the onset of the Pandemic. Beginning in September 2020, collections have remained higher than in previous years. FY23 is 4.89% more than FY22 and 72.22% higher than pre-pandemic collections. There are two factors for the increase above pre-pandemic levels. One is the change to the law regarding collection by third-party online booking agencies, the other is the new hotel.



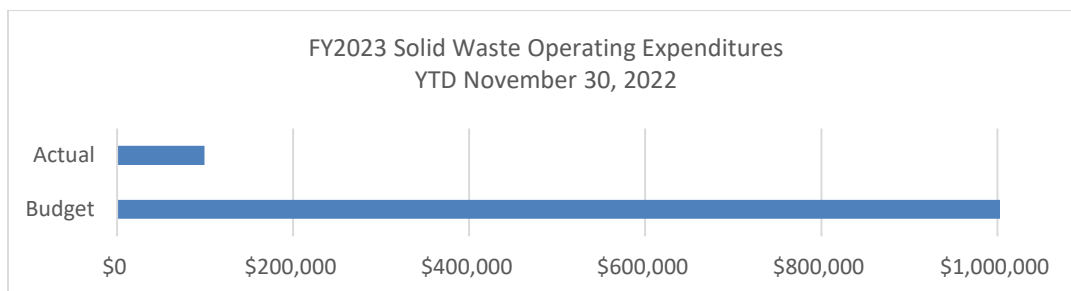
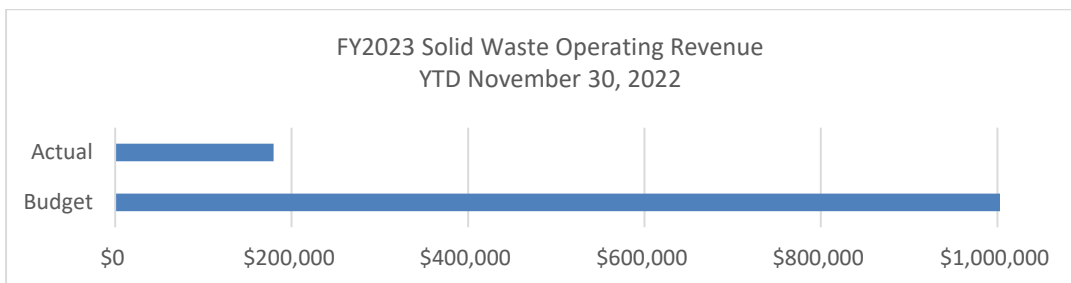
WATER AND SEWER FUND

- Water and sewer sales are trending along with budget projections. Revenue from water sales and sewer charges is 10.67% more than last year and 11.85% greater than pre-pandemic numbers.
- All department expenses are in line with the budget.



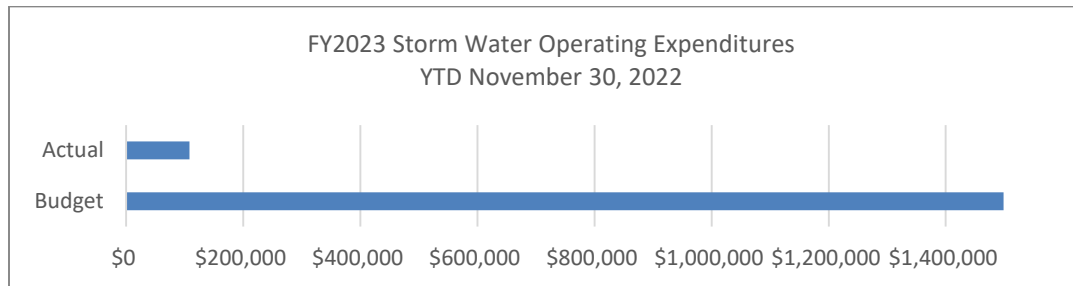
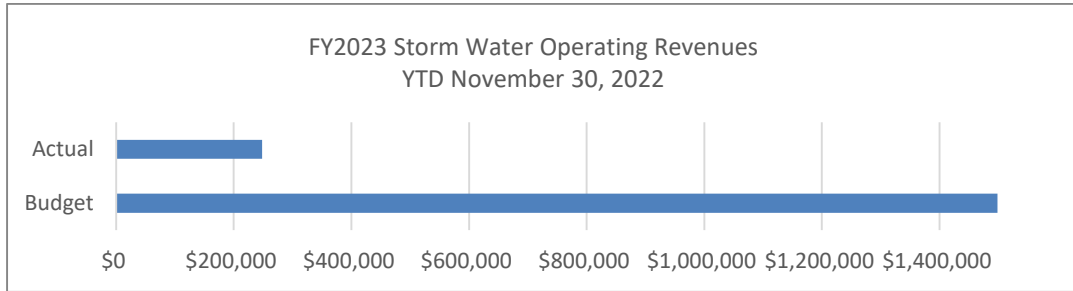
SOLID WASTE FUND

- Refuse Collection Charges are Revenues are 4% less than the prior year. This is attributable to the reduction in the recycling fee.
- Expenses are meeting budget expectations.



STORMWATER ENTERPRISE FUND

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



(Prepared for Council and Management by Allison Martin 12/30/2022)

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 11/30/2022
 % Fiscal Year Completed: 16.71

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	YTD BALANCE 11/30/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 100 - GENERAL FUND				
	GENERAL PROPERTY TAXES	1,784,753.00	494,437.92	27.70
	GENERAL SALES AND USE TAXES	1,106,535.00	128,819.71	11.64
	SELECTIVE SALES AND USES TAXES	225,600.00	22,385.01	9.92
	ALCOHOLIC BEVERAGES LICENSES	138,900.00	101,325.00	72.95
	BUSINESS TAXES	581,801.00	548,759.00	94.32
	PENALTIES AND INTEREST	1,600.00	113.88	7.12
	PERMITS AND FEES	73,000.00	10,871.91	14.89
	INTERGOVERNMENTAL REVENUE	21,646.00	3,107.72	14.36
	CHARGES FOR SERVICES	729,483.00	123,073.62	16.87
	FINES AND FORFEITURES	241,600.00	31,361.10	12.98
	INVESTMENT INCOME	26,793.00	12,730.11	47.51
	MISCELLANEOUS REVENUE	22,000.00	779.40	3.54
	OTHER FINANCIAL SOURCES	55,000.00	1,625.00	2.95
	OTHER CHARGES FOR SERVICES	15,500.00	0.00	0.00
	TRANSFERS IN FROM OTHER FUNDS	102,850.00	17,158.34	16.68
TOTAL REVENUES		5,127,061.00	1,496,547.72	29.19
	LEGISLATIVE	252,533.00	25,552.42	10.12
	EXECUTIVE	263,848.00	29,754.05	11.22
	ELECTIONS	22,335.00	0.00	0.00
	GENERAL ADMINISTRATION	1,059,920.00	164,467.61	15.52
	MUNICIPAL COURT	299,805.00	39,777.51	13.27
	CITY MARSHAL	561,071.00	73,247.51	13.03
	PUBLIC WORKS ADMINISTRATION	198,130.00	25,349.61	12.79
	STREETS	1,237,816.00	141,253.60	11.36
	MAINTENANCE AND SHOP	114,099.00	15,705.43	13.76
	CEMETERY	64,173.00	1,907.08	2.79
	PARKS	44,700.00	4,413.26	9.35
	COMMUNITY DEVELOPMENT	447,372.00	50,858.43	11.37
	NON-DEPARTMENTAL	50,000.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	511,259.00	85,209.84	16.67
TOTAL EXPENDITURES		5,127,061.00	657,496.35	12.79
Fund 100 - GENERAL FUND:				
	TOTAL REVENUES	5,127,061.00	1,496,547.72	29.19
	TOTAL EXPENDITURES	5,127,061.00	657,496.35	12.79
NET OF REVENUES & EXPENDITURES		0.00	839,051.37	5,885.01

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 11/30/2022
 % Fiscal Year Completed: 16.71

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	YTD BALANCE 11/30/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY				
	CHARGES FOR SERVICES	1,100.00	0.00	0.00
	INVESTMENT INCOME	400.00	1,283.40	320.85
	CONTRIBUTIONS AND DONATIONS	100.00	0.00	0.00
	MISCELLANEOUS REVENUE	200.00	1,015.00	507.50
	TRANSFERS IN FROM OTHER FUNDS	232,450.00	38,741.66	16.67
	APPROPRIATED FUND BALANCE	71,969.00	0.00	0.00
TOTAL REVENUES		306,219.00	41,040.06	13.40
	DDA ADMINISTRATION	145,092.00	26,468.19	15.62
	TOURISM	103,284.00	15,045.18	14.57
	DOWNTOWN DEVELOPMENT	57,843.00	15,346.02	26.53
TOTAL EXPENDITURES		306,219.00	56,859.39	17.20
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY:				
TOTAL REVENUES		306,219.00	41,040.06	13.40
TOTAL EXPENDITURES		306,219.00	56,859.39	17.20
NET OF REVENUES & EXPENDITURES		0.00	(15,819.33)	64.80

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 11/30/2022
 % Fiscal Year Completed: 16.71

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	YTD BALANCE 11/30/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 275 - HOTEL/MOTEL TAX FUND				
	HOTEL/MOTEL TAXES	680,000.00	86,038.33	12.65
	INVESTMENT INCOME	100.00	883.37	883.37
	TOTAL REVENUES	680,100.00	86,921.70	12.78
PURCHASES/CONTRACTED SERVICES				
	TRANSFERS OUT TO OTHER FUNDS	288,575.00	22,367.00	7.75
		391,525.00	65,254.16	16.67
	TOTAL EXPENDITURES	680,100.00	87,621.16	12.88
Fund 275 - HOTEL/MOTEL TAX FUND:				
	TOTAL REVENUES	680,100.00	86,921.70	12.78
	TOTAL EXPENDITURES	680,100.00	87,621.16	12.88
	NET OF REVENUES & EXPENDITURES	0.00	(699.46)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 11/30/2022
 % Fiscal Year Completed: 16.71

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	YTD BALANCE 11/30/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 505 - WATER AND SEWER ENTERPRISE FUND				
	INVESTMENT INCOME	6,600.00	8,556.33	129.64
	MISCELLANEOUS REVENUE	3,000.00	175.00	5.83
	WATER CHARGES	2,941,401.00	618,150.23	21.02
	TAP FEES - WATER	175,000.00	36,301.00	20.74
	SEWER CHARGES	2,167,558.00	456,336.13	21.05
	TAP FEES - SEWER	175,000.00	25,890.00	14.79
	OTHER CHARGES FOR SERVICES	70,800.00	12,631.04	17.84
	TRANSFERS IN FROM OTHER FUNDS	1,351,502.00	225,250.34	16.67
	TOTAL REVENUES	6,890,861.00	1,383,290.07	20.07
	SEWER LIFT STATIONS	262,198.00	24,519.93	9.17
	SEWER TREATMENT PLANT	784,715.00	124,791.00	15.52
	DISTRIBUTION AND COLLECTION	1,149,766.00	159,030.28	13.28
	WATER SUPPLY	362,296.00	25,307.42	6.99
	WATER TREATMENT PLANT	2,320,616.00	281,127.77	11.91
	CAPITAL OUTLAYS	1,825,530.00	16,665.00	0.83
	INTERFUND CHARGES	125,740.00	20,956.66	16.67
	OTHER COSTS	60,000.00	0.00	0.00
	TOTAL EXPENDITURES	6,890,861.00	652,398.06	9.08
Fund 505 - WATER AND SEWER ENTERPRISE FUND:				
	TOTAL REVENUES	6,890,861.00	1,383,290.07	20.07
	TOTAL EXPENDITURES	6,890,861.00	652,398.06	9.08
	NET OF REVENUES & EXPENDITURES	0.00	730,892.01	249.56

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 11/30/2022
 % Fiscal Year Completed: 16.71

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	YTD BALANCE 11/30/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 540 - SOLID WASTE ENTERPRISE FUND				
	CHARGES FOR SERVICES	300.00	0.00	0.00
	INVESTMENT INCOME	750.00	1,764.16	235.22
	OTHER CHARGES FOR SERVICES	8,000.00	1,002.38	12.53
	REFUSE COLLECTION CHARGES	1,003,716.00	176,866.86	17.62
	APPROPRIATED NET ASSETS	1,935.00	0.00	0.00
TOTAL REVENUES		1,014,701.00	179,633.40	17.70
	PERSONAL SERVICES AND EMPLOYEE BENEFITS	500,845.00	53,117.39	10.61
	PURCHASES/CONTRACTED SERVICES	222,700.00	28,225.71	12.67
	SUPPLIES	120,700.00	7,264.97	5.71
	CAPITAL OUTLAYS	33,600.00	0.00	0.00
	INTERFUND CHARGES	62,870.00	10,478.34	16.67
	OTHER COSTS	40,000.00	0.00	0.00
	DEBT SERVICE	33,986.00	244.86	0.72
TOTAL EXPENDITURES		1,014,701.00	99,331.27	9.73
Fund 540 - SOLID WASTE ENTERPRISE FUND:				
TOTAL REVENUES		1,014,701.00	179,633.40	17.70
TOTAL EXPENDITURES		1,014,701.00	99,331.27	9.73
NET OF REVENUES & EXPENDITURES		0.00	80,302.13	1,243.28

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 11/30/2022
 % Fiscal Year Completed: 16.71

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	YTD BALANCE 11/30/2022 NORMAL (ABNORMAL)	% BDGT USED
Fund 560 - STORMWATER ENTERPRISE FUND				
	INVESTMENT INCOME	500.00	1,699.83	339.97
	OTHER CHARGES FOR SERVICES	1,000.00	206.63	20.66
	TRANSFERS IN FROM OTHER FUNDS	1,122,279.00	187,046.50	16.67
	STORMWATER UTILITY CHARGES	375,000.00	59,062.34	15.75
	TOTAL REVENUES	1,498,779.00	248,015.30	16.55
	PERSONAL SERVICES AND EMPLOYEE BENEFITS	80,481.00	10,021.79	12.45
	PURCHASES/CONTRACTED SERVICES	81,710.00	0.00	0.00
	SUPPLIES	31,231.00	0.00	0.00
	CAPITAL OUTLAYS	811,494.00	16,034.90	1.68
	INTERFUND CHARGES	493,863.00	82,310.50	16.67
	TOTAL EXPENDITURES	1,498,779.00	108,367.19	6.61
Fund 560 - STORMWATER ENTERPRISE FUND:				
	TOTAL REVENUES	1,498,779.00	248,015.30	16.55
	TOTAL EXPENDITURES	1,498,779.00	108,367.19	6.61
	NET OF REVENUES & EXPENDITURES	0.00	139,648.11	98.61
	TOTAL REVENUES - ALL FUNDS	15,517,721.00	3,435,448.25	22.14
	TOTAL EXPENDITURES - ALL FUNDS	15,517,721.00	1,662,073.42	10.39
	NET OF REVENUES & EXPENDITURES	0.00	1,773,374.83	369.75



Proclamation of Recognition

University of North Georgia's
150th Anniversary

WHEREAS, On January 6, 1873, after several years of planning and effort, North Georgia Agricultural College officially opened its doors with a central mission of providing quality, free educational opportunities to the young men and women of northeast Georgia, many of whom could not afford to travel great distances for education; and

WHEREAS, the college began as a land grant university through a partnership with the University of Georgia and funding from the historic Morrill Land Grant Act; and

WHEREAS, because military education was a requirement of any institution receiving funds through the Morrill Act, 1873 also marks the beginning of the University's Corps of Cadets, and the University later earned a federal designation as one of only six Senior Military Colleges in the nation; and

WHEREAS, in that first year of classes, the college enrolled 177 students—98 men and 79 women; at a time when most institutions did not admit women, North Georgia was also the first college in Georgia to grant a bachelor's degree to a woman; and

WHEREAS, today, the University of North Georgia is a leading public regional university serving 19,000 students online and at campuses in Dahlonega, Gainesville, Oconee County, Cumming, and Blue Ridge; and

WHEREAS, in addition to serving students from northeast Georgia, the University attracts students from nearly every Georgia county, more than 46 states and 87 countries; and

WHEREAS, the University of North Georgia now grants more than 3,000 degrees each year and has an annual economic impact of more than \$755 million on the region; and

WHEREAS, the University of North Georgia has equipped generations of professional, civic, and military leaders to serve our region, our state, and our nation; and

WHEREAS, the University of North Georgia's Sesquicentennial celebrates 150 years of education and its legacies of scholarship, leadership, and service.

NOW THEREFORE, BE IT PROCLAIMED that the City of Dahlonega City Council hereby proclaims January 6, 2023, to be a day of celebration in recognition of the University of North Georgia's 150th Anniversary.

IN WITNESS WHEREOF, we have set our hand and caused the seal of the City of Dahlonega to be affixed this 3rd day of January 2023.

JoAnne Taylor, Mayor

Attest: _____
Mary Csukas, City Clerk



City Council Agenda Memo

DATE: 11/21/2022
TITLE: Ryan Quigley Plaque Request
PRESENTED BY: Mark Buchanan, PE, City Engineer & Public Works Director and Brian Quigley, Resident

AGENDA ITEM DESCRIPTION:

Please see the message from Brian Quigley below:

I am requesting to see what it would take to have a plaque placed on the existing swing at Hancock Park. The reason for this request is I want to honor/remember my son Ryan Quigley who passed away a few months back on April 27th 2022. He was 35 years old. Ryan grew up here in Lumpkin County. He went to Longbranch Elementary, Lumpkin County middle school, Lumpkin City High School and attended North Ga. College. This was/is Ryan's home turf!

He has many friends that he has grown up with that still live here.

Ryan loved to skateboard around town (to some folks dismay) back in his younger days growing up.

As an adult Ryan loved to come here and hike, walk the Reservoir, enjoy the numerous waterfalls throughout Lumpkin County, meeting friends at Spirits, and many other places here in town..

We did a celebration of Ryan's life up in Hancock Park back in May, after Ryan's untimely passing. It was a great turnout of friends and family...

I feel Dahlonega is where he grew up, and passed. He has many family and friends that still live here and I feel that to have a plaque placed on the existing swing bench in Hancock Park would be a great way to remember and honor Ryan and his love of the outdoors...

I feel it would be a great place for myself, his family and friends to come sit and just remember the good times we all enjoyed with my son Ryan.

I would bear all costs associated with having plaques made and installed.

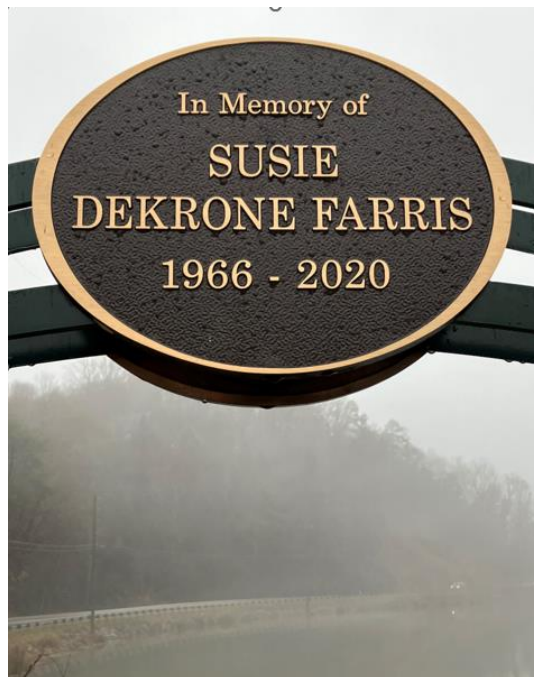
I would be grateful if you could allow me to be able to remember and honor my son Ryan with this plaque in this great town that he enjoyed growing up in and made so many great memories in.

I truly appreciate your consideration and cooperation in being able to make this a reality...Thanks.

The desired location is this swing in Hancock Park:



An example of a previously installed plaque at the Wimpy Mill Picnic Area:



HISTORY/PAST ACTION:

Roughly 3 years ago, City Council approved a similar plaque on one of the reservoir swings with a donation from the requesting family to cover a portion of the cost of the swing and plaque.

FINANCIAL IMPACT:

To be determined. In the past, requesting families have helped to cover the cost of new swings. In this case, the swing is already in place. The cost to the city for the plaques (two are required...one front and one back) will probably be in the \$500-\$600 range.

RECOMMENDATION:

SUGGESTED MOTIONS:

ATTACHMENTS:



City Council Agenda Memo

DATE: December 26, 2022
TITLE: Contract Renewal - Jarrard Water Services
PRESENTED BY: Allison Martin, Finance Director

AGENDA ITEM DESCRIPTION:

Approval of contract renewal over \$50,000

HISTORY/PAST ACTION:

Jarrard Water Services (John Jarrard's company) has provided part-time consulting services to the water and wastewater departments of the City since January 1, 2020. A base one-year contract was extended in 2021 for another fiscal year at the same rate (\$50,000 per year paid monthly) as the first year. The contract did increase per the contract language in 2022. This item was discussed at the last work session and moves forward for consideration of approval.

FINANCIAL IMPACT:

Already approved budgeted item – no additional impact. No additional staff was hired to replace John's full-time position.

RECOMMENDATION:

Approve the accompanying contract renewal. There is a bona fide need for John's continued work for the City. John's involvement is material to ongoing discussions regarding increasing water sales, future capital projects, shifts John covers for vacations and illness of staff, and ongoing mentoring he provides to water and wastewater plant staff.

SUGGESTED MOTIONS:

I move the contract with Jarrard Water Services be renewed for a one-year term.

ATTACHMENTS:

JWS Contract 2022 FY23

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is made and entered into this _____ day of _____, 2023, to be effective October 1, 2022 ("Effective Date"), by and between the City of Dahlonega ("City") and Jarrard Water Services, Inc., located at 12 Jarrard Drive, Dahlonega, Georgia 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 judgment of Service Provider. Service Provider shall furnish competent personnel for the fulfillment of its obligations. If the City deems Service Provider personnel unsatisfactory to perform Service 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 monthly at \$4,458, 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) 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. Annual Increase. Should there be no change to the Scope of Work, Service Provider shall be entitled to an increase in the monthly rate for services provided in an amount not to exceed the percentage of funds set aside to provide compensation increases to City employees in the Fiscal Year the contract, or extension, is in force.
9. 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 additional, 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.
10. 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 Lewis

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: JoAnne Taylor

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 for 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 further 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)
- Worker's Compensation (\$500,000) if required. Owner of JWS not covered under Worker's Compensation.

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 Memo

DATE: December 26, 2022
TITLE: Peachtree Recovery Services Renewal
PRESENTED BY: Allison Martin, Finance Director

AGENDA ITEM DESCRIPTION:

Renewal of agreement with Peachtree Recovery Services

HISTORY/PAST ACTION:

The city has utilized Peachtree Recovery Services (PRS) for three years to recoup damages to city road structures, signs, culverts, etc. If a driver is at fault, insurance or not, they are obligated by law to pay for the damages. To date, PRS has recovered \$19,716.20 for the city which has reduced operational expenses in replacing items damaged by vehicles. The only change to the renewal is a request to increase their percentage from 16.5% to 19% and to remove a reference to GMA. There is no cost to participate in this program nor is there a cancellation fee. Without the use of this service, staff would have to review each incident report in the city and file claims to recoup damages from owners. This item was discussed at the work session and is ready to move forward for consideration of approval. The legal concern is resolved by the clause "To the extent permitted by law".

FINANCIAL IMPACT:

There is no adverse impact on the operating budget for this contract.

RECOMMENDATION:

It is the recommendation of the staff to approve this renewal.

SUGGESTED MOTIONS:

I make a motion to renew the contract renewal as presented.

ATTACHMENTS:

PRS Renewal Contract

One page summary

**Monthly Report for
The City of Dahlonega, GA
December 2022**

Amount Due to Client by mid-month
\$0.00

Current Year: **2022**

Previous Year: **2021**

Payments Issued to Client		
Year Beginning		2022
2022	January	\$1,507.43
	February	\$0.00
	March	\$0.00
	April	\$0.00
	May	\$0.00
	June	\$0.00
	July	\$0.00
	August	\$0.00
	September	\$0.00
	October	\$0.00
	November	\$0.00
	December	\$0.00
Fiscal YTD Total:		\$1,507.43
Total Payments Issued to Client		
Year Ending		
	2020:	\$12,925.46
	2021:	\$5,283.31
	2022:	\$1,507.43

Contract Statistics	
Average number of days to recover from date request for payment sent (days):	N/A
Average percent recovered based on amount requested:	N/A
Total potential claims identified since contract start date:	60
Total claims closed – payment received:	21
Total claims closed – payment not received:	37
Average claim value (based on amount requested from insurance companies or vehicle owner):	\$938.87
Total amount of damage requested:	#REF!
Total amount of damage recovered:	#REF!

Thank you for your continued support!

If you have any comments, questions or concerns with this report, please contact:

Todd Rhoad, VP Business Development

todd.rhoad@peachtreers.com

(m) 678-230-7594



www.peachtreers.com

Property Damage Recovery Service Agreement

AGREEMENT FOR PROPERTY DAMAGE (THIRD PARTY RESPONSIBLE) RECOVERY SERVICES [22-1026]

This Agreement for Property Damage (Third Party Responsible) Recovery Services ("Agreement") is made and entered into by and between Peachtree Recovery Services, Inc., ("Product or Service Provider" or "PRS") and the City of Dahlongega ("CLIENT") and is effective on the date signed by both of them (the "Effective Date").

RECITALS

WHEREAS, CLIENT is a municipal government or consolidated municipal/county government of the State of Georgia; and

WHEREAS, CLIENT is eligible to purchase the Services described below ("Services") in accordance with the terms of this Agreement, and

WHEREAS, CLIENT and PRS acknowledge that this Agreement is solely between CLIENT and PRS; and

WHEREAS, PRS warrants that it provides the Services in compliance with all applicable laws and standards applicable to PRS's industry; and

WHEREAS, PRS warrants that it has and will keep in effect at its sole expense all licenses, permits, qualifications, and approvals which are legally required to provide the Services; and

WHEREAS, **Exhibits A.1, A.2, A.3, and A.4** are incorporated in this Agreement as if fully restated;

NOW THEREFORE, for and in consideration of the foregoing Recitals and the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT and PRS (each individually a "Party" and collectively the "Parties") agree to the Recitals above and as follows.

1. Services and Compensation

PRS will perform the services described in the Statement of Work attached as **Exhibit A.1** for the compensation described below. **PRS does not provide any form of legal or tax services pursuant to this Agreement.**

- a. PRS shall retain nineteen per cent (19%) of all amounts recovered for each claim after deduction of any Paid Administrative Fee, any PRS Reimbursed Expenses, and any CLIENT Litigation Costs (each defined in **Exhibit A.1**). PRS shall forward the remaining eighty-one percent (81%) for each claim to CLIENT.
- b. PRS shall pay CLIENT thirty (30) days in arrears on a monthly basis for damage claims recovered during the previous month. Such payments shall be accompanied by an emailed or other electronic progress report in a form similar to the form included in **Exhibit A.2**. PRS always will include the Agreement number on such reports.

- c. PRS shall provide such payments and reports to the primary contact at CLIENT set forth in “Notices” below, and CLIENT shall notify PRS promptly of any change to the primary contact or the primary contact’s information.
- d. PRS shall not perform services for CLIENT except those listed in **Exhibit A.1**.

2. Performance Standards for Services and Compliance with Laws

PRS shall use its best efforts and work diligently to perform the services. PRS will comply with laws, ordinances, rules, and regulations that directly apply to its rendering of services to CLIENT pursuant to this Agreement. In the event it appears to CLIENT that PRS is failing to substantially comply with the quality of services or the specified completion schedule of its duties under the Agreement, Client shall provide written notice thereof to PRS. The notice must identify specific incidents or circumstances comprising the conditions of the complaint. As soon as possible after receipt of said notice, the appropriate representatives of both parties shall meet to discuss the conditions of the complaint.

3. Confidential Information and Open Records Act Compliance

Confidential Information. PRS will obtain electronic access to non-public information relating to CLIENT and CLIENT’s property by providing a copy of this Agreement to the entity that manages electronic databases containing such information. PRS agrees that it will only use the non-public information in these databases in order to perform the Services. PRS reviews the information on the electronic databases and does not download or copy information from the databases into its own information systems or paper files.

PRS affirms that it does not need to create or maintain custody of personally identifiable information that must be safeguarded under applicable law in order to perform the Services. Personally identifiable information includes the following: dates of birth, phone numbers, emails and account numbers of individuals, social security numbers, medical information, or information commonly used in identity theft. To the extent PRS reviews such information in the electronic databases, PRS shall not make any record of such information and shall maintain the confidentiality of such information.

Notwithstanding the above, PRS will maintain contact information, checks, and other banking information from responsible third parties and their insurance carriers. PRS shall safeguard such information as it safeguards its own financial account information and shall keep the information confidential.

PRS will not accept credit card payments from responsible third parties and will not maintain any payment card information as a result of this Agreement.

Open Records Act Compliance. If disclosure of information covered by this Agreement is required pursuant to the Georgia Open Records Act (i.e., O.C.G.A. § 50-18-70, et. seq.) or other state or federal law, the recipient may make the required disclosure provided that the recipient must, if permitted by law, advise the other party promptly of the request for disclosure and cooperate with the other party in responding to it. The parties shall clearly identify any document or types of documents submitted to each other that include trade secrets and submit an affidavit with respect to such documents in accordance with O.C.G.A. § Section 50-18-72(a)(34). The parties will follow the provisions of the O.C.G.A. § 50-18-72(a)(34) with respect to any requests under the Georgia Open Records Act (O.C.G.A. § 50-18-70, et. seq.) for such documents.

4. Term

This Agreement shall be effective on the Effective Date and shall continue for three years unless terminated by either Party in accordance with the Termination provisions of this Agreement. This Agreement shall be renewed automatically under the updated terms and PRS and provided by PRS to Client at least ninety (90) days prior to the end of the three-year term, unless otherwise terminated in accordance with the Termination

provisions or unless either Party notifies the other in writing at least sixty (60) days prior to the end of the term of a desire not to renew.

5. Indemnification

To the extent permitted by Georgia law, CLIENT shall indemnify, defend, and hold harmless PRS and its officers, directors, agents, and employees, from and against any and all third party claims and actions arising from CLIENT's negligent acts, errors and/or omissions or intentional or willful misconduct in the performance of this Agreement.

PRS shall indemnify, defend, and hold harmless CLIENT and its officers, directors, agents, and employees, from and against any and all third party claims and actions arising from PRS's negligent acts, errors and/or omissions or intentional or willful misconduct in the performance of this Agreement.

6. Insurance

PRS shall maintain, throughout the term of this Agreement, at its own expense comprehensive general liability insurance that includes contractual liability, with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate and professional liability (errors & omissions) insurance with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. Said insurance policies shall cover all activities performed by PRS, its agents, officers, and employees under this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to CLIENT.

During the term of this Agreement, PRS shall fully comply with worker compensation laws. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies insuring against any liability PRS may have for worker's compensation if such a policy is required by law.

7. Federal Work Authorization Affidavit

PRS performs services for CLIENT as a result of this Agreement and compensation for services may exceed the minimum set forth in O.C.G.A. Section 13-10-91, as amended from time to time. Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, PRS will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("e-Verify"). PRS shall complete and execute the Service Provider E-Verify Compliance Affidavit attached as **Exhibit A.3** to this Agreement, or a similar affidavit that meets the requirements of the law.

If PRS subcontracts any services described in this Agreement, PRS shall require the subcontractor to attest to its compliance with O.C.G.A. Section 13-10-91, as amended from time to time, and complete and execute the Subcontractor to a Service Provider E-Verify Compliance Affidavit attached as **Exhibit A.4** or a similar subcontractor affidavit that meets the requirements of the law. PRS shall maintain any completed affidavit and make a copy of it available to CLIENT upon request. PRS shall ensure that any subcontractor E-Verify affidavit becomes a part of its agreement with the subcontractor.

8. Notices

All notices under this Agreement shall be in writing and shall be delivered (a) personally, with a copy by email; (b) by overnight courier, with a copy by email; or (c) by United States mail, registered or certified, return receipt requested, postage prepaid, with a copy by email. Notices shall be deemed received on the date of personal delivery, the date of action receipt as indicated on the delivery invoice or return receipt

or the date receipt is refused; whichever is earlier. Notices shall be sent to the parties at the addresses set forth below, or at such other addresses as the parties may provide in writing from time to time.

CLIENT:

Allison Martin, Finance Director

465 Riley Road

Dahlonega, GA 30533

amartin@dahlonega.gov

706-482-2706

PRS:

Peachtree Recovery Services, Inc.

Todd Rhoad

CFO

7778 McGinnis Ferry Road #306

Suwanee, GA 30024

(678) 230-7594

todd.rhoad@peachtreers.com

9. Termination

a. Termination by CLIENT.

Termination for Cause. CLIENT shall have the right to terminate this Agreement: if PRS commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach and CLIENT's intention to terminate the Agreement unless cured.

Termination for Convenience. CLIENT may terminate this Agreement for convenience with thirty (30) days written notice to PRS.

b. Termination by PRS.

PRS may terminate this Agreement for any reason with one hundred twenty (120) days prior written notice to CLIENT.

c. Effect of Termination.

Upon receipt of notification that this Agreement will be terminated, PRS shall notify the primary contact at any governmental entity that manages access to non-public databases of the date of the termination. Then PRS shall take all other necessary steps to terminate the access to such databases that was granted to PRS solely as a result of this Agreement.

Upon receipt of notification that this Agreement will be terminated, PRS will notify all contacts for open claims of the date the Agreement will terminate and provide instructions for the contact to communicate directly with CLIENT about the open claims after that date.

If PRS receives a payment for a claim after the termination date, PRS shall forward the entire payment to CLIENT without deducting any amount from the payment.

No later than one hundred twenty (120) days after the termination date, PRS shall provide CLIENT an electronic copy of all documents PRS developed or maintained on behalf of CLIENT in order to provide the Services.

10. Survival

The terms of the following Sections shall survive any termination of this Agreement:

Ownership and Use of Work Product

Confidential Information

Indemnification

Notices

Effect of Termination

Miscellaneous (Waiver and Severability, Governing Law, Dispute Resolution, No Third Party Beneficiaries, Records Maintenance, Retention and Audit)

11. Miscellaneous

- a. Waiver and Severability. The waiver of one breach or default under this Agreement will not constitute the waiver of any subsequent breach or default. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.
- b. Governing Law. This Agreement will be governed in all respects by the laws of the state of Georgia, without regard to any conflict of laws principles, decisional law, or statutory provision which would require or permit application of another jurisdiction's substantive law. The Parties agree that the venue of any legal or equitable action that arises out of or relates to this Agreement shall be a court of competent subject matter jurisdiction in the county in which CLIENT is located and the parties hereby consent to the jurisdiction of such court.
- c. Dispute Resolution.
 - i. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between those who have authority to settle the controversy. Within ten (10) business days after receipt of the notice, the receiving Party shall submit to the other a written response. The notice and the response shall include (1) a statement of each Party's position and a summary of arguments supporting that position, and (2) the name and title of the person who will represent that Party and of any other person who will accompany that person. Within ten (10) business days after delivery of the disputing Party's notice, the representatives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored.
 - ii. All negotiations pursuant to this clause will be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and the rules of evidence of any state.
- d. No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.
- e. Excused Performance. Neither CLIENT nor PRS shall be deemed to be in default of this Agreement or be liable for any delay or failure in performance, resulting directly or indirectly from any act of the elements, civil or military authority, civil disturbance, war, strike, fire, earthquake or other cause beyond its control. The time within which PRS is required to perform in accordance with the terms and conditions of this Agreement shall be extended for any delays caused in whole or in

part by CLIENT, provided however, that CLIENT notifies PRS in writing within ten (10) business days of discovering such delays.

- f. Records Maintenance, Retention and Audits. PRS shall maintain all records pertaining to this Agreement until the earlier of the date PRS delivers an electronic copy of such records to CLIENT or five years after termination of this Agreement. PRS's accounting procedures and practices shall conform to generally accepted accounting principles. Upon the request of CLIENT after reasonable notice to PRS, PRS shall make available to CLIENT such records as may be necessary to enable CLIENT to conduct an audit to assure that the appropriate fees have been charged to CLIENT.

Authorized representatives of CLIENT may at all reasonable times have access to review and inspect the Agreement activities and data collected under the terms of this Agreement and any amendments thereto. If CLIENT desires to conduct an audit of all or a portion of claims filed on behalf of CLIENT and the amounts paid to CLIENT, it may do so after providing thirty (30) days written notice to PRS. All books, documents, plans, papers, records, drawings, studies, specifications, estimates, maps and computations, prepared by or for the PRS under the terms of this Agreement, shall be available to authorized representatives of CLIENT for inspection and review at all reasonable times in the general offices of CLIENT or the office of PRS as determined by CLIENT. PRS shall correct, at its expense, any errors in its work. If any errors result in additional amounts due to CLIENT, PRS shall forward such additional amounts to CLIENT promptly.

- g. Subcontracting Performance of Services. PRS may subcontract with engineers, experts and others to provide assistance to PRS in the valuation of claims without first obtaining CLIENT's written consent. PRS may subcontract the performance of other portions of the Services only with CLIENT'S prior written consent.
- h. Assignment of Agreement. PRS may not assign this Agreement.
- i. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and permitted assigns of the Parties.
- j. No other Agreement; Modification. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter and supersedes any prior negotiations, understandings or agreements with respect to the subject matter hereto. Except as expressly set forth herein, neither Party has made any statement, representation or warranty in connection herewith which has been relied upon by the other party or which acted as an inducement for the other Party to enter into this Agreement. This Agreement may only be modified by a writing signed by both Parties.
- k. Changes in PRS Organization. PRS shall notify CLIENT in writing within five (5) business days upon PRS taking any action to change its corporate structure, including voluntary or involuntary bankruptcy proceedings, company mergers, company acquisitions, changes in corporate names, changes in corporate officers, changes in governing structure, and similar relevant information. Such notification shall identify how the change in corporate business structure will impact CLIENT, including payments to PRS, and PRS shall identify how these impacts to CLIENT will be mitigated.
- l. Drug-Free Workplace. PRS certifies that a drug-free workplace will be provided for PRS's employees during the performance of this Agreement.
- m. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which counterparts of this Agreement taken together shall constitute one Agreement.

In witness whereof, the Parties have executed this Agreement and it is effective on the Effective Date.

_____(CLIENT)

Peachtree Recovery Services, Inc. (PRS)

By:_____

By:_____

Name:_____

Name: _____

Title:_____

Title:_____

Date:_____

Date:_____

I, _____, a Notary Public of _____ County of the State of _____, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of this Agreement on behalf of said Contractor.

Witness my hand and notarial stamp or seal, this _____ day of _____, 2023.

My commission expires: _____ (SEAL)

EXHIBIT A.1

STATEMENT OF WORK

Peachtree Recovery Services, Inc. (PRS) will identify the potential damaged CLIENT property claims through online review of police reports and referrals, determine through various means the third party responsible for the damage, and invoice and collect from the third party or the third party's insurance carriers on CLIENT property damage claims. PRS will perform the following duties as part of its service.

Duties Performed by PRS

A. Process Development

PRS will develop a process for identification of damaged property, identification of the third party responsible for the damage, identification of the third party's insurance coverage, and development of the cost of damages.

1. PRS shall have and exercise specific methodology authority over the method and manner of damage claim information collection and submission to the responsible party or their insurance carrier.
2. PRS shall monitor all statutes of limitations and make proper notice on all claims submitted, including maintaining a status report of all pending claims that specifies the expiration date of the corresponding statute of limitation. However, PRS shall have no liability for any statute of limitation or notification issues.
3. Retention of Counsel and Legal Expenses. PRS may recommend claims for litigation. The City of Dahlonaga ("CLIENT") is responsible for all aspects and expenses of the litigation process on any claim, including but not limited to the engagement of attorneys, filing fees and court costs. PRS shall never engage an attorney or file a legal action on behalf of CLIENT.
4. Non-litigation. Except when CLIENT's insurance carrier is or will be involved with a loss, PRS has complete authority to submit, sign notice of claim forms, compromise, settle and release third parties from claims for property damage owed to CLIENT, so long as the amount of recovery to be paid in settlement will be 75% or more of the base damages (the amount billed minus any charged Administrative Fees and Expenses), and to execute such documents that are necessary to its exercise of this authority. If the amount of recovery to be paid in settlement will be less than 75% of the base damages amount, PRS shall obtain written approval from CLIENT to perform any such tasks. If CLIENT's insurance policy requires the claim to be subrogated to the

insurance carrier or requires the amount received to be returned to the insurance carrier, PRS shall obtain written approval from CLIENT to perform any such tasks.

5. PRS will monitor all statutes of limitations and make proper notice on all claims, including maintaining a status report on all pending claims that specifies the expiration date of the corresponding statute of limitation for each claim. PRS is not liable for any statute of limitation or notification issues.
6. Recovery of claims less than three thousand dollars (\$3000) by PRS will be attempted for up to two hundred seventy days. At that time PRS will cease recovery efforts and allow for a potential response from the responsible party and/or their insurance company. If unrecovered after twelve (12) months and no promise of payment has been established, PRS will close the claim as “further efforts not warranted,” provided that PRS shall promptly notify CLIENT of any decision to close such claim, and, thereafter, CLIENT shall be entitled to pursue such claim itself or through a third-party without any further or other obligations to PRS hereunder relative to such claim. If a promise of payment is established then the claim will remain open for an additional ninety (90) days.

B. Monitoring and Assessment of Damages

PRS shall monitor electronic databases containing non-public CLIENT information for damage to CLIENT’s roads and facilities. PRS generally shall use its own data to estimate costs for all property damage. However, if PRS does not have appropriate data to make an assessment, CLIENT will assist PRS as needed to determine the costs of damage. PRS maintains relevant damage data on the following highway facilities:

1. Signs
2. Guardrail
3. Intelligent Transportation Management System (ITMS) facilities
4. Lighting
5. Signals
6. Paving
7. Bridges
8. Drainage Structures
9. Hazmat incidents
10. CLIENT vehicles and off road equipment except totaled vehicles and equipment

C. Identification and Pursuit

PRS shall to the extent possible:

1. Identify the individual(s) and/or company which caused the damage
2. Identify responsible third parties
3. Identify available insurance coverage maintained by the responsible third party/ies
4. Identify the specific damage to property and potential return
5. File any insurance claims with the third party's insurance carrier and pursue the maximum recovery available for the CLIENT
6. Support queries and inquiries about submitted claims
7. Interact with CLIENT offices of City Manager and City Attorney, as appropriate, to support negotiations with responsible individuals or parties and/or their representatives (such as their insurance companies) regarding:
 - a. Payment process for non-insured motorists
 - b. Legal actions against responsible parties
 - c. Court Appearances

D. Documentation

PRS shall prepare the following:

1. Repair estimates
2. Invoices
3. Cover Letters
4. Other documentation and resources as required

E. Reporting

1. PRS shall provide electronic Monthly Reporting in a form similar to the report attached as Exhibit A.2 to the Agreement, which shall include on a per-claim basis, the total amount requested on behalf of CLIENT, the portion of that amount that was a Charged Administrative Fee, the portion of that amount that was an Expense, a description of the Expense, the amount recovered, the date of receipt, the amount compromised in settlement, the amount retained by PRS as a Paid Administrative Fee or Reimbursed Expense, and the amount forwarded to CLIENT.

F. Administration Fee

PRS may add to the damage claim filed a reasonable fee of no more than five hundred dollars (\$500.00) for any claim for which the third party's insurance carrier has additional requirements during negotiations ("Charged Administrative Fee.") A Paid Administrative Fee means an Administrative Fee or a portion of an Administrative Fee that was fully paid by the third party's insurance carrier as part of the damages "on top" of the base damage claim, and therefore may be deducted from the amount recovered and may be retained by PRS. For example, if PRS submits a damage recovery claim in the amount of \$4,500.00, which includes a base recovery claim of \$4,000.00 plus a Charged Administrative Fee of \$500.00, and the responsible third party pays the entire \$4,500.00, then the \$500.00 is a Paid Administrative

Fee. PRS will deduct the \$500.00 from the amount recovered and use \$4,000 as the recovery amount when calculating the percentage due to CLIENT. In contrast, if the responsible third party pays only \$4,000.00, there is no Paid Administrative Fee and PRS will use the entire amount recovered (\$4,000.00) when calculating the percentage of the recovery amount due to CLIENT.

G. Expenses and CLIENT Litigation Costs

- a. PRS Charged Expenses. PRS may incur reasonable expenses in performing the Services, such as expenses for structural engineering or technical certified expert reports, and may add the amount of those expenses to the damage claim filed. Such expenses are “PRS Charged Expenses.”
- b. PRS Reimbursed Expenses are the entire PRS Charged Expense or a portion of the PRS Charged Expense that was paid by the third party as part of the damages “on top” of the base damage claim. PRS will deduct Reimbursed Expenses from the amount recovered and retain them, and will not include the amount of Reimbursed Expenses when calculating the percent of the recovery amount to forward to CLIENT. For example, if PRS incurs an Expense of \$50.00 when preparing a \$4,000.00 claim, PRS will request \$4,050.00 from the responsible third party, with \$50.00 being the PRS Charged Expense. If the responsible third party pays \$4,050.00, the \$50.00 is a Reimbursed Expense. PRS will keep the \$50.00 and use \$4,000.00 when calculating the percentage of recovery amount due to CLIENT. In contrast, if the third party pays only \$4,000.00, PRS will not receive reimbursement for the expense and will calculate the amount due CLIENT on the entire amount received.
- c. CLIENT Litigation Costs. CLIENT is responsible for all costs of litigation, including costs related to preparation of documents, depositions and court reported or recorded statements, expert witness fees, and attorneys’ fees. CLIENT will include such costs in the litigated claim for damages. When the litigated claim is settled outside of court or resolved in court, the recovery amount first will be reduced by the amount of CLIENT’s Litigation Costs before the remainder of the recovery amount is allocated between the Parties. If PRS receives the payment, PRS will forward to CLIENT the entire amount of CLIENT’s Litigation Costs and CLIENT’s portion of the remaining recovery amount to which CLIENT is entitled. If CLIENT receives the recovery amount directly, CLIENT will retain the entire amount of CLIENT’s Litigation Costs and will forward to PRS the portion of the remaining recovery amount to which PRS is entitled.

Duties of CLIENT

A. Required Claims Referral When Damage is not Covered Under CLIENT's Insurance Policy

1. To prevent duplication of efforts, CLIENT shall refer all Property Damage (Third Party Responsible) claims in excess of one hundred dollars (\$100) that are not covered under the CLIENT's insurance policies to PRS or notify PRS in writing of its decision to pursue a claim on its own. CLIENT will refer such claims to PRS in an electronic format, whenever reasonably possible. PRS will not be responsible for such claims under one hundred dollars (\$100).
2. Claims referred to PRS by CLIENT under this subsection generally cannot be recalled by CLIENT prior to the expiration of 12 months. However, if CLIENT desires to cancel the claim, CLIENT may notify PRS that the claim is cancelled and PRS shall no longer pursue it.

B. Permitted Claims Referral When Damage is Covered Under CLIENT's Insurance Policy

1. CLIENT is solely responsible for filing claims with its own insurance carrier as it desires. Such claims include claims related to property damage caused by a third party that are covered by the insurance policy.
2. CLIENT may, but is not required, to refer Property Damage (Third Party Responsible) claims that are covered under the CLIENT's insurance policies to PRS as an alternative to filing such claims with the CLIENT's insurance policy, or in addition to filing such claims with the CLIENT's insurance policy.
3. Once CLIENT has referred a claim to PRS, the CLIENT generally may not recall the claim prior to the expiration of 12 months. However, if CLIENT has submitted a claim for damages to its insurance carrier and the carrier has not denied coverage for the claim, the CLIENT may recall the claim at any time in order to comply with the requirements of its insurance policy. PRS will have no rights to recoveries or fees for a claim paid by CLIENT's insurance carrier or for which CLIENT's insurance carrier has rights of subrogation.
4. If CLIENT's insurance carrier has paid CLIENT for a loss that includes Property Damage losses for which PRS has obtained a recovery, CLIENT is solely responsible for notifying its insurance carrier of the recovery and complying with the reimbursement provisions of the insurance policy.

C. Cooperation

CLIENT shall appoint a primary contact who will receive monthly reports, provide guidance to PRS about property valuations when necessary, approve or arrange for the approval of settlements as necessary, and otherwise provide reasonable assistance to PRS in the performance of this Agreement.

Sample Monthly Report

Date of Accident	Police Report #	PRS File #	Damaged Property	Claim Status	Total Requested	Date Requested	Charged Admin Fee	PRS Charged Expense	Expense Description	Client Litig. Costs	Total Recovered	% Recovered	Date of Receipt	Net Amount Recovered (after deduction of Paid Administrative Fees, Reimbursed Expenses, Client Litig. Costs)	Amount Due to Client	Number of Days to Recover

Exhibit A.3

SERVICE PROVIDER E-VERIFY COMPLIANCE AFFIDAVIT

By executing this affidavit, the undersigned Service Provider named below, which is an individual, firm, or corporation engaged in the physical performance of services in Georgia under a contract with the [Name of CLIENT], affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, Service Provider will continue to use the federal work authorization program throughout the contract period and will contract for the performance of services in satisfaction of such contract only with subcontractors who present to Service Provider an affidavit containing the information required by O.C.C.A. §13-10-91(b). The undersigned Service Provider attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number	Date of Authorization
---	-----------------------

Service Provider:

Peachtree Recovery Services, Inc.

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

Executed on _____, 20____, in _____ (city), _____ (state).

BY: Service Provider Authorized Officer or Agent _____ Date _____

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public
My Commission Expires:

SERVICE PROVIDER SUBCONTRACTOR
E-VERIFY COMPLIANCE AFFIDAVIT

By executing this affidavit, the undersigned subcontractor named below, which is an individual, firm, or corporation engaged in the physical performance of services in Georgia under a contract with the **Peachtree Recovery Services, Inc.**, affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period. The undersigned subcontractor attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

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

Executed on _____, 20____, in _____ (city), _____
(state).

BY: Subcontractor Authorized Officer or Agent

Date

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 20_____

Notary Public

My Commission Expires



City Council Agenda Memo

DATE: December 26, 2022
TITLE: Grant Writing Services Agreement
PRESENTED BY: Allison Martin, Finance Director

AGENDA ITEM DESCRIPTION:

Contract for use of grant finding, writing, and administration services.

HISTORY/PAST ACTION:

This item previously came before the council. Staff and legal have worked to finalize the agreement for the use of the services. The city made a request to set aside any funding that requires the use of a government agency like GMRC or DCA as an example to avoid unnecessary fees. The final language in clause (i) of the contract is still under negotiation

FINANCIAL IMPACT:

There is no impact to the city's operating budget as costs would be funded via grant funds.

RECOMMENDATION:

It is the recommendation of the staff to proceed with the approval of the contract.

SUGGESTED MOTIONS:

I make a motion to approve the contract with GFAAC as presented.

ATTACHMENTS:

Contract (pending)

**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 _____, 2023 (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 Dahlonaga 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 Dahlonaga performed by GFAAC as part of the Services, just as if the City of Dahlonaga performed the Services.

(c) City of Dahlonaga Covenants.

(i) **Duties and Obligations.** Starting on the Effective Date, the City of Dahlonaga 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 Dahlonaga'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. The right of first refusal above referenced shall not include those offerings or other available grants, allocation or appropriations presented directly to and made available to the City by such entities as the

Appalachian Regional Commission, the various Georgia Regional Commissions, state and federal offerings and similar sources.

(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, in whole or in part, 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 Dahlonge.

The City of Dahlonge 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 Dahlonge 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 Dahlonge 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 Dahlonge, the City of Dahlonge 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. For the avoidance of doubt any funds due pursuant to this paragraph shall only be due and payable to GFAAC upon actual receipt by the city due and payable upon fifteen days of receipt thereof.

(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.** Neither 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

225 Creekstone Ridge

Woodstock, GA 30188

Email: jo@gfaac.org

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: Finance Director

465 Riley Rd,

Dahlonega, GA 30533

Email: amartin@dahlonega.gov

with a copy to:

City Attorney – City of Dahlonega
Mr. Douglas Parks
Law Offices of J. Douglas Parks, P.C.
81 Crown Mountain Place, Suite C-100
Dahlonega, Georgia 30533
Email: doug@jdplaw.net

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).

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

- Upon direction from the City of Dahlonga, apply for and procure county, state and federal monies/funds that the City of Dahlonga 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 Dahlonga all applicable paperwork and documentation to obtain/procure MFO revenue.

SCHEDULE “B”

City of Dahlonega’s Duties and Obligations

- Review all GFAAC submissions of potential funding opportunities and communicate to GFAAC whether the City will approve or disapprove each proposed funding opportunity. For decisions on submissions that do not require council approval, the City shall communicate its approval or disapproval within seven (7) days of each submission unless there is a shorter deadline. For decisions on submissions that require council approval, the City shall communicate its approval or disapproval within one business day following its next council meeting. The City shall conduct a special meeting on an expedited basis if a MFO application is due within thirty (30) days of the submission to the City or if the City’s chances of being awarded an MFO are substantially hindered by delay.

- 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 but not to bind the City.

- 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 subject to availability.