



CITY OF DAHLONEGA

Council Work Session - Amended Agenda

December 19, 2022, 4:00 PM

Gary McCullough Council Chambers, Dahlonega City Hall

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

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

OPEN MEETING

APPROVAL OF AGENDA

BOARDS & COMMITTEES:

- [1.](#) Cemetery Committee—November 2022
Chris Worick, Committee Chairman
- [2.](#) Downtown Dahlonega – November 2022
Ariel Alexander, Downtown Manager

TOURISM: Sam McDuffie, Tourism Director

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
- [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 and Brian Quigley, Resident
9. Grant Writing Services Agreement
Allison Martin, Finance Director
- [10.](#) Resolution 2022-17 - FY2022 Year-end Budget Amendment
Allison Martin, Finance Director
- [11.](#) Contract Renewal - Jarrard Water Services
Allison Martin, Finance Director
- [12.](#) Peachtree Recovery Services Renewal

Allison Martin, Finance Director

COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

ADJOURNMENT



Department Report

Report Title: Cemetery Committee—November 2022

Report Highlight: November 15, 2022

Name and Title: Chris Worick, Committee Chairman

Recently Completed:

- Charles Courtenay grave repair



- Mt. Hope Fall Cemetery Cleanup November 5th. 10 people attended.
- Replaced flags on veteran's graves in Mt. Hope.
- Ordinance 2022-12 passed by city council at November 7th general meeting

Underway:

- Partnering with UNG Appalachian Studies Fall semester class.
- Cemetery-wide grass and stone maintenance throughout Memorial Park by City staff.





Department Report

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

Organization:

- El Jimador completed their improvements using our façade program. Kilwins went before HPC and advertising for the COA has been completed.
- Scheduled annual retreat for Thursday, January 12, 2023, at the Holiday Inn Express downtown.
- Purchased five “in-street” directional signs for parking areas.
- Mailing renewal letters to those participating in the Wayfinding sign program.
- Mailing participation letters to property owners not yet participating in our historic bronze plaque program.
- Presented a “Year in Review” Summary at the Dahlonega-Lumpkin County Chamber of Commerce’s State of Economic Development luncheon. Presented Economic Excellence awards to seven downtown small businesses recognizing their work towards community engagement, beautification, workforce development, and more.

Promotion:

- Creating fall programs print advertising as well as digital content.
- Worked with the Dahlonega/Lumpkin Chamber and UNG to host the Lumpkin Youth Leadership Class in downtown. This was in conjunction with our education goal from the annual work plan. Students met City Hall staff, council members, toured downtown and had a question-and-answer session with local business owners.
- Continuing grand opening planning of the Head House.
- Working on adding a digital version of the DDA walking tour to the DDA website.
- Working on establishing a sponsorship system for all downtown programs in 2023. This will help expand our advertising abilities and even add more dates and entertainment.
- Continuing joint advertising efforts between the Chamber, UNG, and Lumpkin County School System.
- Implementation and promotion of the Dahlonega Selfie Spot Trail. Includes over 15 spaces downtown for photo opportunities.
- Met with the Dahlonega Christmas Committee for planning of annual Christmas activities.
- Supported the Dahlonega Christmas Committee and the Dahlonega Police Department with the annual Lighting of the Tree event on November 25.

Economic Vitality:

- Maintaining a “downtown database” for available properties, prospective tenants, and current property owners.
- Scheduled next Parking Committee meeting for December.

Design:

- Received contract from Go Georgia Arts/Georgia Mural Trail Program for project downtown.
- Met with tourism staff to develop a running list of tourism product development projects for 2023-2024.
- Working to upload all historical images of buildings to the DDA website as a resource for preservation and restoration in future projects.
- Ordered outdoor Christmas decorations for the Head House.



Department Report

Report Title: City of Dahlonega Police Department – November 2022
Report Highlight: New Police Officer Hired, GCIC Audit and Lighting of Square
Name and Title: George Albert, Chief of Police

Recently Completed

- Attended District 9 Chief training at Jefferson PD
- Veterans Day Parade
- Tropical Storm Nicole preparations and follow up
- Security Camera's Installed at Head House
- Downtown Tree Lighting Event
- Donations of Lidar Units to Georgia State Patrol (GSP)
- Obtained Managerial Certification from Georgia Peace Officer Standards and Training Council
- Code Enforcement Officer Sworn in my Magistrate Judge
- Dahlonega PD passed recent GCIC Audit with 100% compliance

Underway:

- Members are conducting checks of businesses in the community
- Selective traffic enforcement in various areas to seek voluntary compliance
- Code Officer Grindle is addressing various Code issues in community for compliance
- Officer Kupari is utilizing the LPR for enforcement
- Lumpkin Leadership 2023
- Conducted interviews for Police Officer position

I want to commend Miki Mullis for our recent GCIC audit. Our state auditor noted that she's completed many audits in the past nine years and has only had five to achieve full compliance, with Dahlonega PD being one of them. This is in part of the dedication, hard work and efforts of Miki.



The State of Georgia
Peace Officer Standards and Training Council

Hereby recognizes the accomplishments of

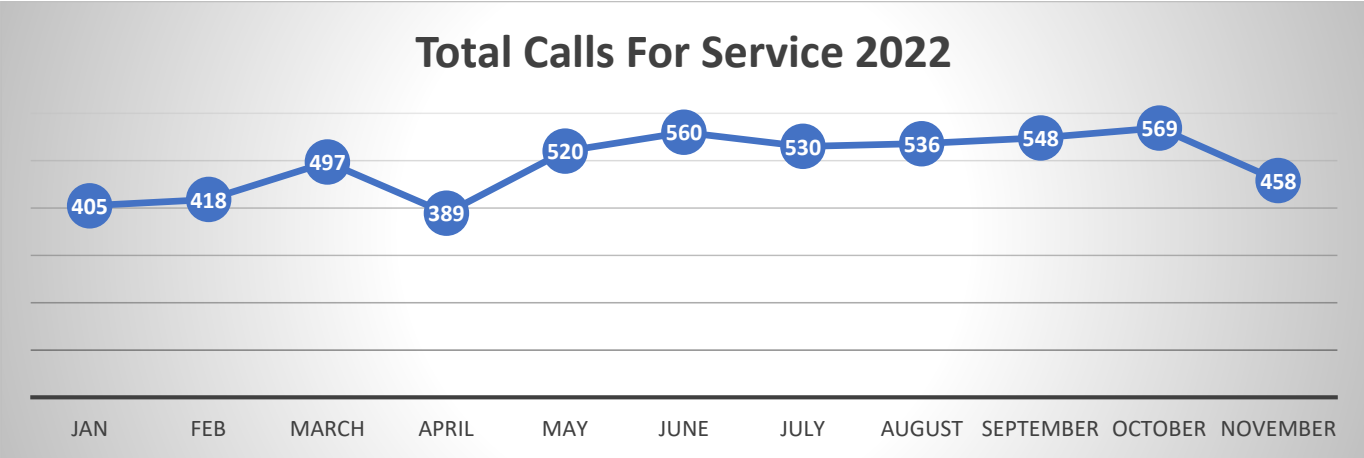
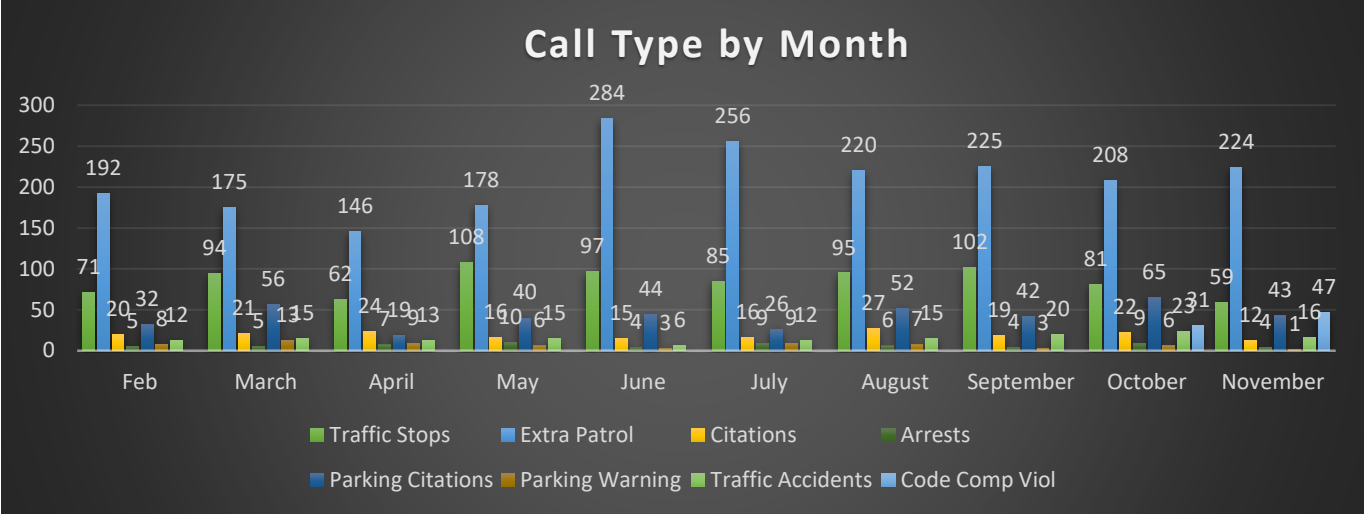
GEORGE M ALBERT
MANAGERIAL CERTIFICATE

For completing the requirements established in the Peace Officer Standards and Training Act. Therefore, in recognition of this achievement, the following Career Development certification number is hereby awarded as proof of this attainment:
PA0420220160S

Acknowledged this 9th day of November, 2022


Mike Ayers, Executive Director





	Jan	Feb	March	April	May	June	July	August	September	October	November
Traffic Stops	58	71	94	62	108	97	85	95	102	81	59
Extra Patrol	138	192	175	146	178	284	256	220	225	208	224
Citations	7	20	21	24	16	15	16	27	19	22	12
Arrests	2	5	5	7	10	4	9	6	4	9	4
Parking Citations	34	32	56	19	40	44	26	52	42	65	43
Parking Warning	1	8	13	9	6	3	9	7	3	6	1
Traffic Accidents	5	12	15	13	15	6	12	15	20	23	16
Code Comp Viol										31	47
Total CFS	405	418	497	389	520	560	530	536	548	569	458

DPD Monthly Activity Report

Date: 11/30/22

Number of Calls for Service: 458

District: Dahlonega Police

Citizen Contacts 1

Alcohol Checks 0

Traffic Stops 59

LPR Patrol Hours 0

Traffic Citations Issued 12

Traffic Warnings Issued 11

LPR Citations Issued 0

Stolen Vehicle Recovered 0
0

Parking Citations Issued 43

Parking Warnings Issued 10

Traffic Fatalities 0

Accidents to GSP 6

DUI 0

DUI to GSP 0
4

Stolen Vehicle: 0

Officer Assist LCSO 9

Officer Assist Other 1

Extra Patrol 224

Incident Reports 26

Accident Reports 12

Juvenile Complaint: 3

Criminal Trespass 1

Drug Arrest: 0

Shoplifting 2

Disorderly Conduct: 3

Underage Consumption

Animal Complaint: 4

Public Drunk 2

Motorist Assist 13

Trouble Alarms 6

K-9 Assists: 0

Fugitives Apprehended

Road Checks: 0

Funeral Assist: 4

Other: 92



Department Report

Report Title: Community Development – November 2022
Report Highlight: Reduction in Plan Reviews
Name and Title: Jameson Kinley, Planning and Zoning Administrator

Projects Underway:

1. WCWV Carwash Center
 - Morrison Moore Parkway (beside Chick fil a)
 - Project stalled due to workload of contractor. Still working on grading and stormwater installation. Work will pick up over the next month
2. The Laurel Phase 2
 - Brook Trout Lane off of North Grove Street
 - Awaiting final inspection
3. Head House Project
 - 47 Park Street South
 - Awaiting Final Inspection
4. Main Entrance to College on South Chestatee Street
 - Awaiting final asphalt and landscaping
5. Anderson Townhomes
 - Miners Way off Morrison Moore next to the Summit
 - Total of 15 townhomes
 - 5 have passed rough in inspections
 - 5 awaiting rough in inspections
 - 5 awaiting the finishing of a retaining wall to be permitted
6. BGM Dental Group
 - 175 Morrison Moore
 - Initial Grading
7. Bellamy Housing Apartments
 - 3 Bellamy Drive
 - Initial Grading

Approved Not Started:

1. The Ridge
 - Summit Drive
2. The Peaks
 - Morrison Moore across from Summit
3. Mr. Clean Carwash
 - 45 Morrison Moore
 - Behind Moe's

Near Term:

1. Sherman Green Phase 3
 - Vickery Drive
 - Awaiting final approvals
2. The Summit Phase 2
 - Summit Drive
 - Resubmitted and under review
3. Mountain Music Park
 - Stoneybrook Dive
 - Awaiting Resubmittal for second review

Upcoming:

1. St. Peter Lutheran Church
 - a. 3460 South Chestatee Street
 - b. Site plans approved
 - c. Awaiting building plans to be submitted
2. Chick fil a
 - a. Discussions of plans for drive-thru/parking improvements

Under Construction

- Houses and individual townhomes under construction currently
 - Total: 41
 - Houses: 22
 - Townhomes: 19

Potential Construction (Not yet began construction)

- Total: 322
 - Bellamy Apartments (44 units)
 - The Ridge (38 Houses and 15 townhomes)
 - The Summit Phase 2 (24 houses)
 - The Peaks (60 apartments)
 - Sherman Green Terrace 3 (60 apartments)
 - Mountain Music Park (124 individual townhomes)
 - Approved for (164 apartment units, 319 townhomes, 62 houses)
 - Stephens Street (12 townhomes)
 - Anderson Town homes (5 additional)

Updates:

- Historic Preservation Committee
 - Will vote on Certificate of Appropriateness for Kilawin's Wall in December
- Planning Commission
 - Canceled December's Voting Session for lack of discussion.
 - Will meet January to discuss parking
- Housing Needs Assessment
 - Consultant is wrapping up needs assessment and is evaluating the gap analysis. This will feed right into their recommendations for the strategy to move forward. Should have the draft of the final report before years end.

	July	Aug	Sept	Oct	Nov
Annexation Application					
Building Permit - Commercial	2	1	4	4	
Building Permit - Residential	4	8	4	8	6
Home Occupation Form					
Certificate of Appropriateness	1		1		
Cemetery/Columbarium -Purchase		1	2	4	
Demolition Permit		1	1	3	
Final Plat					
Land Disturbance Permit	2			2	
Minor Final Plat	4				
Outside Sales and Dining					
Pool/Spa Permit		1	1		
Preliminary Plat					
Open/Close of Cemetery Lot	2	4	4	3	5
Rezoning Permit					1
Short-Term Rental Application				2	1
Sign Permit	2	3		2	1
Tree Removal Permit	2		1	2	
Variance Application	1			1	
Visitation Cemetery Application			3		
Zoning Verification Letter Request	2			1	
Total	22	19	23	30	14
Inspections	183	197	223	140	174
Revenue					
	July	Aug	Sept	Oct	Nov
Occupational Tax	\$ 2,755.26	\$ 4,994.18	\$ 1,101.26	\$ 515.87	\$ 3,336.18
Permits/Cemetery	\$13,859.92	\$14,126.00	\$168,952.08	\$28,360.16	\$14,513.75



Department Report

Report Title: Finance and Administration Department – November 2022
Report Highlight: Renovation of Visitor Center Restrooms Substantially Complete
Name and Title: Allison Martin, Finance Director

Recently Completed:

- IT transition to new provider.
- Rate study underway – City staff and consultant met with Lumpkin County Water Authority staff to review the document and answer questions. Discussion on a long-term water sale agreement are concluded for 2022 and will resume after the utility retreat is held.
- Serveline - staff submitted all data and when pricing came back to high are now in the process of separating bill types to obtain more favorable pricing.
- RFPs for the new website consultant are under review
- Debtbook software implementation

Underway:

- FY2022 Audit work
- Phase II of Debtbook software implementation of lease module for new GASB reporting.
- Internal audit of assets – 95% complete
- Administration of American Rescue Plan (ARP) grant
- Establish and set up Employee Portal on new software; implement and train employees on benefits and use.
- Update employee evaluation forms and document procedures for employee review processes and performance development plans.

Near Term:

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



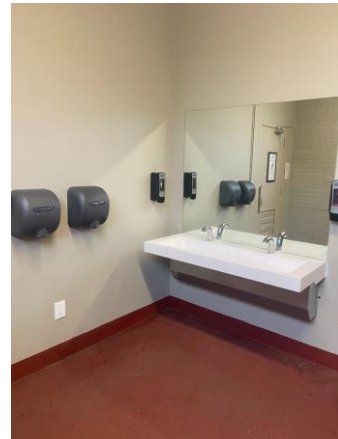
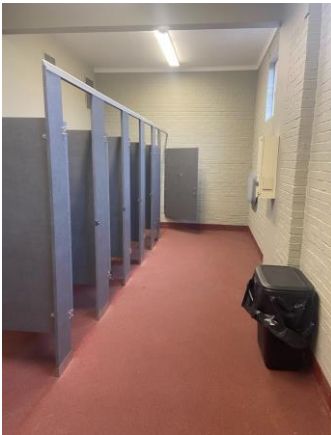
Department Report

Report Title: Public Works—November 2022

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

Recently Completed:

- Completion of Visitors' Center restroom project and removal of temporary restroom facilities.



- Completion of downtown Christmas light and decoration installation. Constant monitoring and maintenance is ongoing.
- City crew assistance with Georgia Power tree removal projects.
- Application for Locally Administered Project Re-certification to GDOT. This is required every 3 years and is a herculean office exercise completed primarily by Melanie Jones in Public Works. Her efforts and this re-certification are what allows us to draw on funding opportunities like the TAP grant that is funding the Morrison Moore Pedestrian Bridge & Sidewalk. GDOT provided a response and revisions to packet are ongoing. Full LAP re-certification is expected soon.

Underway:

- Sidewalk upgrades on Choice Street near the Head House.



- Preparation of reservoir restroom site. Activities are being cooperatively performed by City staff, Lumpkin County crews and private contractors. The completed facility will closely resemble this one recently installed by UNG:



- South Chestatee turn lane and UNG entrance reconfiguration. The new entrance will be installed soon and will align with Arcadia Street.



- North Grove St. sidewalk upgrades between Main Street and North Hall Road. The first phase of these upgrades is currently under review by GDOT.
- Park Street water, sewer and storm design drawings in progress. Meetings with homeowners along route are complete. Topographic surveys and utility locate efforts are complete. Recent public meetings have been completed, although there will be more periodically throughout the duration of the project.
- Design drawings for Mechanicsville curb and gutter project.
- Design drawings for Golden Avenue storm drain.
- Design drawings for sidewalk repair on north square.
- Continued design of the Morrison Moore Pedestrian Bridge.
- Creation of a heavily revised set of Development Regulations.
- Discussions and planning in coordination with UNG and GDOT for a sidewalk along Morrison Moore Parkway from Calhoun Road to the new Public Safety building, previously Stake 'n Shake.
- Mapping of City utilities by GMRC. This is an ongoing 2-year project.
- Working with Lumpkin County to ensure appropriate upgrades of Pine Tree Way related to elementary school construction.

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

- Selected portions of the Arcadia Street water and sewer main project/Mechanic Street to Morrison Moore sidewalk.
- Memorial Park Cemetery storm drain installation. To be performed by city crews. Materials received...working with owner of adjacent parcel.
- Choice St. parking lot overlay.
- Repair of small island in front of Spirits following Pecan removal. This work is to begin after Christmas holidays. Installation of new American Hornbeam will immediately follow.



Department Report

Report Title: Water & Wastewater Treatment Department Report November 2022

Report Highlight: For the first time in four years, personnel from the water plant had to treat the reservoir for algae. With the lake being at its lowest level in a couple of years and the possibility of cooler weather causing a “turnover”, algae samples were taken at the raw water intake. Results showed that one of the major algae near the surface of the water was anabaena, a blue-green algae known to cause taste and odor complaints in drinking water. Copper Sulfate was applied throughout the reservoir with the help of the new pontoon boat the City purchased last fiscal year. Employees at the plant did not receive any complaints for taste and odor so all indications show that the proactive procedure kept the aquatic plant from entering our facility. Recent heavy rainfalls have raised the reservoir level to the point that algae shouldn't be a cause of concern until next spring.

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

Recently Completed

- Repaired motor on Feed Pump C
- Serviced all actuators at WWTP
- Preventive maintenance performed on all generators at WWTP and Lift Stations
- Repaired Chlorine Generator Piping at the Water Plant
- Chlorinated filter discs at WWTP
- Replaced seals on screen #2 at WTP
- Treated reservoir with algaecide
- High School Class Tour at the Water Plant
- Repaired leveling system on Highway 9 Lift Station

Underway:

- Repairs to the CIP Circulation Motor/Pump
- Repairs to augur on the barscreen system
- Repairs to Flocc Tank #1 Pressure Probe
- Koyo Lift Station Rehab Engineering and Design (Turnipseed Engineering)
- Replacing both filters and rehabbing backwash piping on both wastewater filters
- Repairs to Wal-mart Altitude Valve solenoid switch

Near Term:

- Discharge Permit for the WWTP
- THM and HAA Quarterly Sampling



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:



Ordinances and Resolutions

DATE: November 14, 2022
TITLE: Resolution 2022-17 - FY2022 Year-end Budget Amendment
PRESENTED BY: Allison Martin, Finance Director

AGENDA ITEM DESCRIPTION:

FY2022 Year-End Budget Amendment

HISTORY/PAST ACTION:

The FY2022 budget was approved by the council on August 16, 2021, and was previously amended by Resolution 2022- 03, Resolution 2022-08, Resolution 2022-09, and Resolution 2022-14. The City council has made decisions during the remainder of the fiscal year that requires adjustments to the budget. Also, a review of the financial activity indicates that budget adjustments are needed to more closely reflect expected results.

FINANCIAL IMPACT:

The financial changes are presented for each fund and described in the attachment to the resolution. Georgia requires local governments to operate under a balanced budget and the process to reconcile at year-end is a common and accepted practice as budgetary needs of the government change throughout the year.

RECOMMENDATION:

The staff's recommendation is to amend the budget.

SUGGESTED MOTIONS:

I make a motion to approve Resolution 2022-17 FY2022 Year-end budget amendment.

ATTACHMENTS:

Resolution 2022-17

Attachment A, an attachment to Resolution 2022-X17

RESOLUTION 2022-17
BUDGET AMENDMENT – FISCAL YEAR 2022
ADDITIONAL TOURISM FUNDS

WHEREAS, the City Council approved a budget for the Fiscal Year 2022 for the City of Dahlonega on August 16, 2021, and

WHEREAS, the budget is a dynamic rather than static revenue and spending plan which requires adjustment from time to time as circumstances change; and

WHEREAS, the City Council first amended the Fiscal Year 2022 budget on March 7, 2022, May 2, 2022, and October 5, 2022; and

WHEREAS, through a review of the financial activity for the prior fiscal year, there are budget adjustments needed to more closely reflect expected results.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council of the City of Dahlonega, Georgia hereby adopts the adjustments to the Fiscal Year 2022 Budget as presented in “Attachment A” attached hereto and made a part of the Resolution.

ADOPTED this 19th day of December 2022.

CITY OF DAHLONEGA, GEORGIA

By: _____
JoAnne Taylor, Mayor

Attest:

Mary Csukas, City Clerk



City Council Agenda Memo

DATE: November 14, 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.

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 _____, 2022, 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 Dahlenega water treatment plant without providing a minimum thirty days' notice to and obtaining the subsequent written consent of the City of Dahlenega. 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 7, 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.

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 Dahlonega (“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 _____, 2022.

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 Dahlonega ("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. Project: Property Damage (Third Party Responsible) Recovery Services

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