



CITY OF DAHLONEGA

Work Session Agenda

December 19, 2019 4:00 PM

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

OPEN MEETING

DEPARTMENT REPORTS:

- [1.](#) City Marshal's Report November 2019 - Jeff Branyon, Marshal
- [2.](#) Community Development Report November 2019 - Kevin Herrit, Director
- [3.](#) Financial Services Report November 2019 - Melody Marlowe, Finance Director
- [4.](#) Public Works Report November 2019 - Mark Buchanan, PW Director/City Engineer
- [5.](#) Water & Wastewater Treatment Report November 2019 - John Jarrard, Water/Wastewater Treatment Director

BOARDS AND COMMITTEE'S:

- [1.](#) Downtown Development Authority Report - Shannon Ferguson, Executive Director
- [2.](#) Main Street Council Report - Cari McDuffie, Main Street Project Coordinator
- [3.](#) Dahlonega Cemetery Committee November Report - Chris Worick, Cemetery Committee Chairman

ITEMS FOR DISCUSSION:

- [1.](#) Update on 2018 RTP Grant - Kevin Herrit, Director
- [2.](#) Ordinance 2019-29 – State Standards Adoption for Construction - Doug Parks, Attorney
- [3.](#) Achasta Lift Station Rehabilitation Bids & Recommendation - John Jarrard, Water/Wastewater Treatment Director
- [4.](#) Ford F-750 Dump Truck Bid Award #2020-07 - Mark Buchannan, Public Works Director
- [5.](#) Solid Waste Permit/ Franchise Fee - Vince Hunsinger, Solid Waste Supervisor
- [6.](#) Ford F-350 Cab & Chassis Bid Award #2020-004 - Vince Hunsinger, Solid Waste Supervisor
- [7.](#) Ford F-550 with Knapheide Forestry Body Bid Award #2020-03 - Vince Hunsinger, Solid Waste Supervisor
- [8.](#) 2020 Agreement for Tourism Development Services - Bill Schmid, City Manager
- [9.](#) Dahlonega-Lumpkin County Chamber Inc. By-law Changes - Bill Schmid, City Manager
- [10.](#) Occupancy Agreement for City County Building - Bill Schmid, City Manager
- [11.](#) W/WW Treatment Plant Professional Services Agreement - Bill Schmid, City Manager

COMMENTS – PLEASE LIMIT TO THREE MINUTES

- Clerk Comments
- City Manager Comments
- City Attorney Comments
- City Council Comments
- Mayor Comments

ADJOURNMENT



CITY MARSHAL'S OFFICE
CITY OF DAHLONEGA DEPARTMENT REPORT
Nov-19

Report Title City Marshal's Report November 2019

Report Highlight The month of November saw an increase in calls for service from the 911 center. The Marshal's Office responded to 52 calls for service which included 5 auto accidents, two shoplifting arrests and 5 vehicle un-locks. The Marshal's Office issued 41 traffic citations, 26 parking citations, and assisted with traffic control for the Veterans day Parade and 5k run.

Name, Title: Jeff Branyon, Marshal

Recently Completed:

- A replacement vehicle for the parking enforcement officer has been purchased, marked with city decals and is in service.

Underway:

- Fourth quarter alcohol inspections are in progress and should be complete by December 31st.

Near Term:

- 2020 training scheduling is underway with the goal of having all Marshal's Office employees certified in CPR, AED, First Aid and NARCAN by the end of the year.



COMMUNITY DEVELOPMENT

CITY OF DAHLONEGA DEPARTMENT REPORT

Nov-19

Report Title Community Development – November 2019 Department Report

Report Highlight Occupational Tax Certificates have been completed for 2019 with only one outstanding. Renewal notices for the 2020 year will be sent out on December 20th of 2019.

Name, Title: Kevin Herrit, Director

Recently Completed:

- Working on two possible rezonings and meet with 2 developers to discuss apartment expansion and new townhouse development.
- Purchased License from ESRI for the Business Analysis online software. This will allow us to run some market analysis reports for the city.
- Draft of Accessory Dwelling Unit (ADU) text amendment has been completed and sent to City Attorney and Manager for review and comment.

Underway:

- Developing a web-based zoning map for the city web page
- Rebuilding the Character Area layer in GIS
- Working on an overlay district to incorporate design aspects for high traffic and entry points to the city (updating draft to meet city regulation)
- Accessory Dwelling Unit (ADU) addition to zoning districts and additional requirements
- Working on Plan First application for 2020

Development Projects:

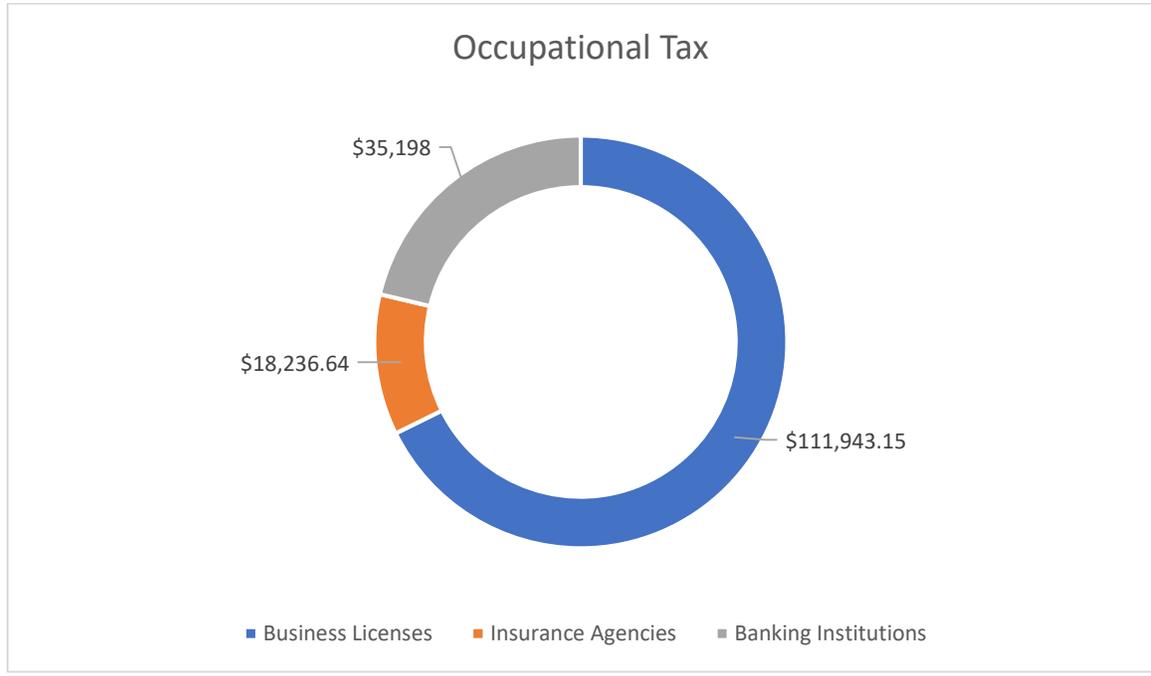
- 40 East Main Street –Parking decks constructed and stair and elevator shafts have been poured. Second and third floor above the parking deck has been framed out and will be receiving Tyvex rap to dry in this section of the structure. The steel framing for the section that runs along Main Street will be installed and framed in the month of December. Bricking and Windows will be installed on site and move down South Meaders Street and East Main Street.
- The Smith House is finishing up items on the inside of the structure and should be on schedule to request a CO in the month of December.
- Waffle House construction should start at the beginning of 2020.
- Apartments located off of Vickery have submitted Land Disturbance Permit application. Site plans are under review. A clearing and grubbing permit have been issued for this site.

Occupational Tax Certificates:

- To date, Community Development Department has received 419 of the 420 Occupational Tax (Business Licenses) Renewals for 2019 (not including Insurance). 383 Insurance

business licenses have responded for 2019. All of the six banks have submitted their Occupational tax renewals.

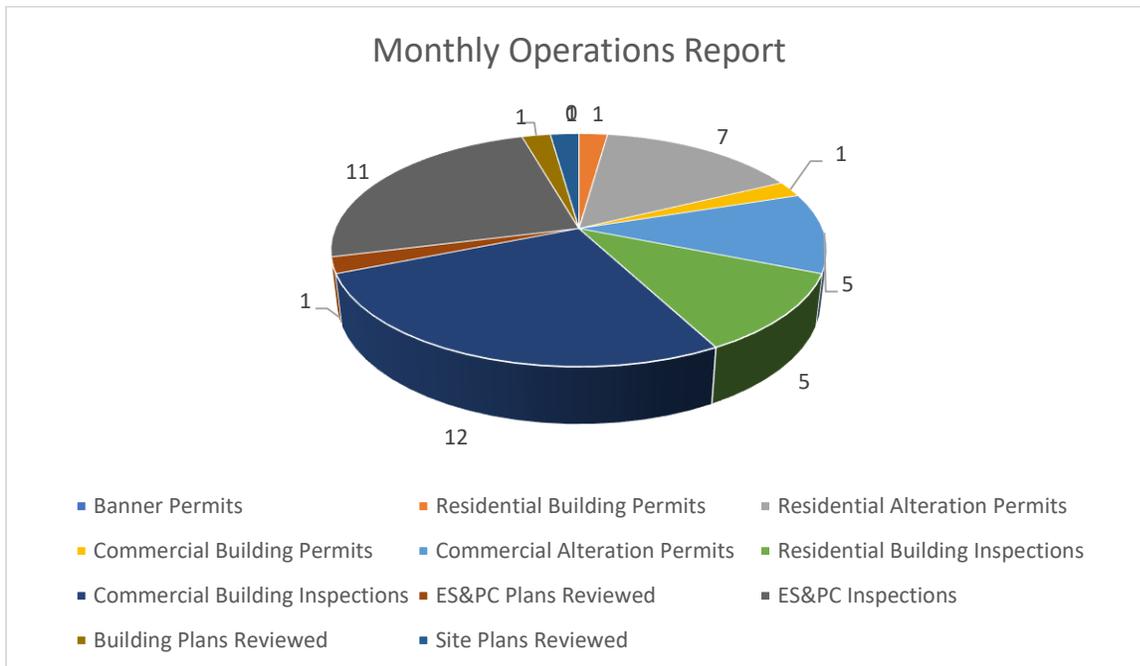
Occupational Tax Certificates:



New Businesses:

- None

Monthly Operations Report:





FINANCIAL SERVICES

CITY OF DAHLONEGA DEPARTMENT REPORT

Nov-19

<u>Report Title</u>	Financial Services Department Report – November 2019
<u>Report Highlight</u>	The Certificate of Achievement for Excellence in Financial Reporting has been awarded to the City of Dahlonega by Government Finance Officers Association (GFOA) for its comprehensive annual financial report (CAFR) for FY2018. The Certificate is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by the City. This marks the 10 th year for receiving the award. To be awarded a Certificate, the government has to publish an easily-readable and efficiently organized CAFR that satisfies both generally accepted accounting principles and applicable legal requirements.

Recently Completed:

- Coordinate a hotel/motel tax audit to assure compliance with ordinance and correct collection and payment of tax: all lodging establishments found in compliance

Underway:

- Develop and adopt FSA and Cafeteria Plan Documents
- Develop new financial chart of accounts for new software that complies with State requirements
- 2020 Open Enrollment for employee benefits offered by City – includes establishment and offering of new Flexible Spending Account for healthcare costs
- Coordinate an employee compensation study
- Revision of hotel/motel tax ordinance
- Implement new financial software
- Update Financial Policies
- Review finance record retention practices and organize file system
- Assist as needed with consideration and implementation of stormwater utility fee
- Assist with an unaccounted water loss review and assist public works in establishing a meter management program

Near Term:

- Review and update employee handbook
- Update purchasing policy to include a vendor preference provision
- Update employee evaluation forms and review process
- Develop and implement employee meetings to provide appropriate training and update HR forms; promote employee education related to City retirement plans.



PUBLIC WORKS

CITY OF DAHLONEGA DEPARTMENT REPORT

Nov-19

<u>Report Title</u>	Public Works November 2019
<u>Report Highlight</u>	This month's highlight focuses on downtown Christmas decoration installation. I'm jealous every time I see how easily the Grinch replaces all the decorations he's previously removed when his heart grew three sizes that day. It seems like he covers the entire down with decorations in the span of about 8 seconds. I can assure you our teams don't possess those same cartoonish skills. However, they do possess a dedication and commitment to their city that has them working throughout several nights creating an environment that thousands of visitors come to see. Lights certainly don't install themselves and keeping them all working, all the time, is quite a feat. Not only are there lights to install, but multiple trees, ornaments and other decorations are placed. There's also additional leaf and waste removal performed to have our downtown looking its best. When you visit and enjoy the area, please remember all of the guys that made it happen...people like Troy, Dobber, Caleb, Kevin, Mikey, Jeremy, Garrett, Garrett Jr., Lomax, Brendan, Luke, Cari, KP and Justin.
<u>Name, Title:</u>	Mark Buchanan, PW Director/City Engineer

Recently Completed:

- Mulch installation at Hancock Park.
- Installation of Christmas lights, trees and other amenities downtown.
- Preparation of 2020 LMIG paving bid package. Bids due January 21, 2020.
- Preparation of 2020 SPLOST funded paving bid package. Bids due January 21, 2020.
- Columbarium RFP process. Proposals being evaluated by Selection Committee.
- Re-seeding of various areas of Hancock Park.
- Mechanic Street sidewalk reconstruction. Below is a photo of the recently completed Mechanic Street sidewalk. We're in the process of installing a protective railing, hence the cones. We plan next year to tie the current end at Arcadia Street to the Morrison Moore/Memorial Drive intersection, pending GDOT approval.



Underway:

- Preparation of Tanyard Branch Sanitary Sewer bid package.
- Preparation of Barlow Road bid package.
- Preparation of City Hall additional parking area bid package.
- Continued upgrades along entire length of North Grove sidewalk by City crews.
- Coordination of infrastructure construction efforts with contractors of Main Street Hotel.
- Design of Martin Street improvements.
- Head House entrance redesign.
- Wimpy Mill High Trestle Bridge preliminary engineering. Bid documents for pedestrian bridge on Wimpy Mill Road and Phase 2 of the picnic area have been created.
- Research and permitting of small-scale sediment removal from reservoir at Wimpy Mill Picnic Area
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Near Term:

- Expected extension of Barlow Road sidewalk from bus barn to existing sidewalk by UNG.
- Re-staining of diving bell.



WATER / WASTE WATER DEVELOPMENT

CITY OF DAHLONEGA DEPARTMENT REPORT

Dec-19

<u>Report Title</u>	Water & Wastewater Treatment Department Report November 2019
<u>Report Highlight</u>	There were five bids turned in for the Achasta Lift Station Rehabilitation Project with the winning bid coming in at \$424,659.70. Cedar Farms & Construction's bid was \$25,000 below our budgeted number. This will also decrease the fee in the Engineering/Bidding contract which were based off the original estimate. A savings of at least \$3,000. Finally, we have received our first order of water bottles. They are stored at the water plant and are ready for distribution. They have a shelf life of at least two years.

Recently Completed:

- Bid opening on Achasta Lift Station Rehabilitation Project
- Xylem Annual Maintenance Program on Flygt Lift Stations
- Repaired piping at Barlow Lift Station
- Water Bottles filled and stored at WTP
- Replaced 8 Inch Flow Control Valve on Rack #2
- Quarterly Hach Maintenance on lab and inline testing equipment at WTP
- LCHS Tour of Water and Wastewater Plants
- Sky Country Water Tank inside cleaning and inspection

Underway:

- Willow Construction Rehab of Owens Farm Lift Station
- Power Pole and weather head repair at Barlow Lift Station
- Awarding Rehabilitation work on Achasta Lift Station
- Outside Electrical boxes being replaced at WWTP
- Singer Valve #4 rebuild kit being installed
- Repair piping in CIP pit
- Repairs to augur on bar screen at the WWTP

Near Term:

- CIP Maintenance on all three racks at WTP
- Certified Engineer Dam Inspection
- Pall Technician Health System Check on WTP



DOWNTOWN DEVELOPMENT AUTHORITY

CITY OF DAHLONEGA DEPARTMENT REPORT

Dec-19

Report Title Downtown Development Authority Report
Report Highlight Final clean up and initial marketing tasks underway for Head House
Name, Title: Shannon Ferguson, Executive Director

Recently Completed:

- Community Asset Tour – Completed two-day driving tour with City Manager to view DDA/City boundaries, city assets (facilities and infrastructure), available properties, SPLOST and TSPLOST projects (current and future), and collaborative city/county initiatives.
- Training – Attended the National Development Council’s week-long training course for HRE 247 – Historic Real Estate Finance Training, covering topics such as real estate financing; debt capacity and lender underwriting; appraisals; and taxes and real estate. This is a two-part course series. Both courses conclude with a 4-hour exam; a passing grade is required for HRE 247 to take HRE 347 – Real Estate Development Finance: Problem Solving and Deal Structuring. [Note: Passed exam with a 98 and eligible for HRE 347 scheduled for January 13–17 in Baltimore. Working with City Manager to determine training funds available for Part II, HRE 347.]
- Dahlongega Lumpkin County Economic Development Visioning – Continue to participate in the small work group meetings that consist of the Director for the Lumpkin County Development Authority, the President of the Dahlongega-Lumpkin County Chamber of Commerce, Dahlongega’s DDA Executive Director, and the Director of Economic Development and Community Engagement at UNG. During this reporting period, attended a full group discussion (quarterly meeting) that included elected officials from both the city and the county, city and county administrators, and representatives from Georgia Power and the Northeast Georgia Health System. The City was represented by Mayor Norton, City Manager Bill Schmid, and DDA Executive Director Shannon Ferguson.
- Head House – Executive Director action items and tasks resulting from November 2019 board meeting.
 - Hire cleaning service – Confirmed city’s procurement requirements, solicited estimates and secured a vendor on December 4, 2019. Awaiting vendor’s confirmation for start date (tentatively planned for the week of December 9.)
 - Install commercial property available signage – Worked with Code Enforcement to determine historic district sign requirements; obtained custom graphic design for sign; secured estimate from electrician to remove electrical lines from current black sign and reinstall new wiring; collaborated with Public Works to build temporary monument base as required by Dahlongega code; and purchased signs from Dahlongega printing company for installation the week of December 9 (date to be determined).
 - Outreach and marketing – Initial outreach to four possible restaurant resources—one hospitality communications firm, two restaurant groups (Southern Proper Hospitality & The Neighborhood Dining Group), and one private North Georgia Chef/Restaurateur. Additional contacts and

outreach to follow with continued emphasis on small-scale and locally focused restaurateurs as opposed to franchises.

Underway:

- Historic Marker, Scanlin Building – Expedited delivery of Mr. Scanlin’s delayed bronze marker application. Currently working with property owner to select convenient installation date.
- Downtown Business Connections – Continue to attend monthly Downtown Business Association meetings with productive conversations surrounding the City’s role and ways we might improve the central business district. Following last month’s email communications to city business owners, conducted several one-on-one meetings with business owners. Dedicating a full day of walking the DDA footprint and making personal introductions on Wednesday, December 11. This three-step communication process— email, personal visit, and formal letter—will conclude with a formal letter in January 2020 that will include the option of completing an online survey or returning a printed survey. Survey content is unavailable at this time as it is under development.
- Leadership Lumpkin County & State of Economic Development Event – Represented the City, along with Mayor Norton, at the economic development session for the current Leadership Lumpkin County cohort. Also spoke at the State of Economic Development lunch event hosted by the Chamber of Commerce. Both events included economic development presentations from the city, county, and UNG.
- Parking – With guidance from the City Manager, volunteered to chair an interdepartmental work group that has formed to collaborate on a Parking Master Plan. Departments include Public Works, Community Development, Public Safety, and Finance. First meeting held at November 20, 2019.
- Property Owner Database – Requested assistance in getting Dahlonega’s tax digest. Finance working to secure a digital file of the final digest that was recently received from the County. Goal is to combine the tax digest information with information compiled internally through Code Enforcement in an effort for the DDA to better serve and support central business district property owners. Updates on this project to follow.
- Old School Property – DDA board members have shown the property twice during this reporting period. Ongoing high-level discussions with a developer who expressed an initial interest and a site visit is planned with a downtown development expert and colleague. Similar commercial signage requested by the DDA board. DDA staff will work with city staff to execute per City ordinances with the goal of installing the sign(s) no later than December 31. Currently developing the community engagement plan for this property. The goal will be to kick off those overall efforts by mid-January 2020.
- Former Mohawk Property – At the request of City Manager, DDA Executive Director and the Lumpkin Development Authority Director are collaborating to address the GRAD (Georgia Ready for an Accelerated Development) certification for this property. Work meeting scheduled for mid-December.
- Historic Marker Program – Expedited delivery of Mr. Scanlin’s delayed bronze marker request. Currently working with property owner to select a convenient installation date.
- Vacant Property Assessment – Scheduled driving tour with long-time resident and Code Enforcement staff member to assess current available inventory and gather property intelligence (past business uses, planned renovations, adjacent activities that could positively/negatively impact future plans, etc.). Tentatively scheduled for the week of December 16.

Near Term: No projects nearing completion as of this reporting period.

Note: This report is intended to provide a high-level overview of the work completed by the Downtown Development Authority during this reporting period. It does not include more routine or day-to-day activities.



DOWNTOWN DEVELOPMENT AUTHORITY

CITY OF DAHLONEGA DEPARTMENT REPORT

Dec-19

Report Title Main Street Report
Report Highlight Record attendance levels for the annual tree/square lighting event
Name, Title: Cari McDuffie, Main Street Project Coordinator

Recently Completed:

- Tree/Square Lighting
 - Our office enlisted the help of nine (9) volunteers stationed around the square to make this event possible.
 - Event attendance record with estimates ranging from 7,500 to 9,000.
 - Initial reports from business owners positive with several reporting record sales/numbers.
 - This year, streets were closed several hours earlier to create a pedestrian only zone.
 - Nearby parking was made available on UNG's campus and was advertised through all communication channels. Staff observed increased utilization of UNG parking deck as a result.
 - Carriage rides were provided from two locations to hundreds of visitors until 11 p.m.
 - Feedback and comments regarding a possible countdown, improving sound across the downtown footprint, additional food trucks, and access by non-City vehicles will all be addressed in the post-event debrief at the end of the season.
- Dahlonega's Shop Small ® Saturday
 - Event held Saturday, November 30, 2019 at 9 a.m. – 8 p.m.
 - Merchants reported increased sales and steady foot traffic throughout the day.
 - Staff distributed Shop Small branded shopping bags. Plans to revisit this strategy for 2020, using bags as promotional pieces at special events leading up to Shop Small Saturday.

Underway:

- Christmas Parade
 - Parade is planned for Saturday, December 7, 2019 at 4 p.m., followed by a concert in Hancock Park by Radford Windham & Step Back Cadillac.
 - Overall planning has gone well, but as with all special events, staff will conduct a post-event debrief to examine what went well, ways we can improve, and opportunities to enhance the event.
- Festival of Trees
 - Live trees decorated and on display in Hancock Park from December 7 through December 21.
 - Old Fashioned Christmas (OFC) committee plans for awards following the parade.

Near Term:

- Holly Jolly Day of Family Fun in Hancock Park
 - On Saturday, December 14, 2019 at 1 p.m. – 5 p.m., Hancock Park will be filled with variety of activities, games, and crafts for all ages scheduled by members of the OFC committee.

- Activity tickets available for purchase on the day of the event outside the Visitors Center (credit or debit only). Some activities are “while supplies last” and others will be available for the duration of the event.
- Included in this event is a showing of the Christmas classic Rudolph the Red-Nosed Reindeer. Families will bring chairs and blankets to watch the movie under the stars with a child-safe s’mores station available.
- First Night Dahlenega
 - All event paperwork is in and processed.
 - The event will be held Tuesday, December 31, 2019 at 6:00 p.m. – 12:30 a.m.
 - Buttons are on sale at dahlenegafirstnight.org.



CEMETERY REPORT

CITY OF DAHLONEGA DEPARTMENT REPORT

Nov-19

Report Title Dahlonega Cemetery Committee November Report
Report Highlight War of 1812 Ceremony
Name, Title: Chris Worick, Cemetery Committee Chairman

Recently Completed:

- Cemetery cleanup day on Nov. 9th. 15 persons participated. Over 20 bags of leaves, plastic flowers and other items were picked up and disposed of.
- New VA approved military headstone emplaced on William Woodward's grave.
- War of 1812 ceremony marked two veteran's graves in Mt. Hope.
- Four new Crape Myrtles planted in Mt. Hope.

Underway:

- Cemetery Committee is partnering with the UNG Appalachian Studies Program to create a walking tour of Mt. Hope Cemetery as part of their Fall Semester, Appalachian Teaching Project.

Near Term:

- Columbarium bids have been submitted and being reviewed.



CITY COUNCIL AGENDA REPORT

DATE: December 19, 2019
TITLE: Update on 2018 RTP Grant
PRESENTED BY: Kevin Herrit, Director

AGENDA ITEM DESCRIPTION:

Action item to approve use of TSPLOST funds
Update on progress and funding for the 2018 RTP Grant at Wimpy Mill.

HISTORY/PAST ACTION:

Sought and obtained RTP Grant approval from DNR for improvement at the Wimpy Mill Picnic area.

FINANCIAL IMPACT:

\$295,000 from TSPLOST

RECOMMENDATION:

Staff recommends the use of TSPLOST funds to complete the bridge and sidewalk portions of this project.

SUGGESTED MOTIONS:

I move we approved the authorization of TSPLOST funds not exceeding \$295,000 in conjunction with the RTP Grant funding for improvements to Wimpy Mill Picnic area.

ATTACHMENTS:

Council Update on 2018 RTP.



Memorandum

To: Mayor and City Council

From: Kevin Herrit, Community Development Director

C.C.: Bill Schmid, City Manager

Date: December 9, 2019

Re: 2018 RTP (Recreational Trails Program) Grant Update

Staff seeks Council approval to use currently undesignated Transportation Special Purpose Local Option Sales Tax (TSPLOST) funds to finance the balance of costs associated with the Wimpy Mill Park project for the portion not otherwise funded by the Recreation Trails Program (RTP) Grant or other committed resources. The estimated cost to be funded by TSPLOST is \$295,000, which will be used primarily to construct the pedestrian bridge adjacent to the existing Wimpy Mill vehicular bridge. The existing bridge is insufficiently sized to safely accommodate increased usage by pedestrians, particularly as the community grows over time. The initial estimate was prior to the field survey and engineering design. This approach would allow the city to complete the project on time and leverage state funds by securing reimbursement under the grant for \$134,501.72

The alternative to this approach is to not construct the pedestrian bridge at this time. The impact of not doing so would mean delaying the project and waiving the previously approved RTP Grant from the Georgia Department of Natural Resources. This action may complicate or compromise the City's ability to secure these funds in a subsequent grant cycle. Further background information is provided below.

In January 2018, City Council authorized staff to apply for the Georgia Department of Natural Resources Recreational Trails Program (RTP) Grant. The city was selected to submit for the second round applications in May 2018 and was awarded the grant on December 14, 2018. The executed agreement for this grant runs until December 31, 2020.

Phase one included a development of a trailhead that consists of modifications to the gravel parking area, paved sidewalk from the parking area down the eastern bank of the Yahoola Creek to an ADA accessible main deck, floating dock with a kayak launch, stationed bridge crossing the Yahoola Creek and a paved sidewalk that will lead back up the western bank to Wimpy Mill Road and connect to the existing sidewalk along Wimpy Mill Road that leads into Downtown Dahlonega. The kayak launch dock creates a starting point to an approximately 3/4 mile water trail that will head that provides access to the Lake Zwerner Reservoir and 3.2 miles of existing hiking trail around Lake Zwerner.

The initial projected total cost at time of grant application was \$190,721.72, with our local match being \$38,144.34. The budget included \$67,790.00 in matching funds and \$2,880.00 in an in-kind match. The matching funds and the in-kind funds took the application budget to \$205,171.72 in total funds for the project. After procuring Davis Engineering and Surveying (DES) to perform a pre-engineering study that would show what the best feasible route for the pedestrian bridge would be and how the placement and cost would differ from the proposed bridge structure in the grant application, DES recommended that the pedestrian bridge be changed to run along the side of the current vehicular two-lane bridge on Wimpy Mill Road. Following this, the new cost estimates came in at a total amount of \$621,000, comprised heavily of the pedestrian bridge, estimated at \$375,000.00 for the materials, abutments, and installation and the expanded lower parking lot. Staff performed additional research and was able to get an estimated bridge cost of \$252,000, reducing the overall cost by \$123,000. The current bridge design will allow us to span the Yahoola Creek and not require section 404 permits or variances from the Department of Natural Resources (DNR). The reduced bridge cost brought the engineer's overall project cost estimate down from a total of \$621,000 to roughly \$498,000.

The trailhead for the blue way should consist of a design with a dock and an ADA accessible kayak launch. To help with the accessibility of the ADA accessible kayak launch, dredging on a section where the creek has deposited sediment at the confluence points of the Yahoola Creek delta, and the reservoir should occur. Sediment buildup has restricted water flow to where the dock will connect to the concentrated flow area of the creek. Staff is currently working toward a solution related to these deposits and readying for the bid portion of Phase 1. Council support for the revised project is respectfully sought.

GENERAL NOTES:

- 1) ALL CONSTRUCTION WORK, MATERIALS, AND IMPROVEMENTS AT THIS SITE SHALL CONFORM WITH CITY OF DAHLONEGA, GEORGIA REQUIREMENTS.
- 2) ALL STRUCTURES WILL BE REQUIRED TO CONFORM TO THE STANDARD BUILDING CODES HORIZONTAL SEPARATION STANDARDS. APPROVAL OF THIS PERMIT WILL NOT JUSTIFY ANY DEVIATION IN HORIZONTAL SEPARATION STANDARDS AS ADOPTED AND AMENDED BY THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS.
- 3) CONTRACTORS SHALL CONDUCT ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS OF APPLICABLE REGULATIONS OF THE OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA) AND ALL LOCAL, STATE AND FEDERAL RULES AND REGULATIONS.
- 4) ALL CONSTRUCTION STAKING ON THIS SITE SHALL BE PERFORMED UNDER THE DIRECT SUPERVISION OF A GEORGIA REGISTERED LAND SURVEYOR.
- 5) MATTERS OF RECORD NOT SHOWN HEREON ARE EXCEPTED.
- 6) THE UTILITIES AND STRUCTURES AS SHOWN ON THIS PLAN WERE FOUND PER ABOVE GROUND EXAMINATION OF THIS SITE, BASED ON VISIBLE INDICATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL EXACT LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND UTILITIES AND OTHER STRUCTURES BEFORE THE START OF CONSTRUCTION ON THIS PROJECT.
- 7) IT SHALL BE THE GENERAL CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT ALL UTILITIES ARE AS NOTED IN THE PLANS. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER AS SOON AS POSSIBLE.
- 8) TOILET FACILITIES SHALL BE MADE AVAILABLE TO CONSTRUCTION WORKERS WITHIN 300' OF SITE.
- 9) NO MATERIAL CAN BE BURIED ONSITE WITHOUT THE APPROVAL OF THE OWNER AND GEOTECHNICAL ENGINEER.
- 10) CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL DEBRIS AS ACCEPTABLE TO THE OWNER.
- 11) CONTRACTOR IS TO REMOVE ALL ROCK, TOPSOIL, AND UNSUITABLE MATERIALS.
- 12) MAXIMUM CUT OR FILL SLOPES SHALL BE 2 HORIZONTAL: 1 VERTICAL.
- 13) THIS SITE DOES NOT CONTAIN WETLANDS.
- 14) THIS SITE DOES NOT HAVE STATE WATERS REQUIRING UNDISTURBED BUFFERS.
- 15) EXISTING FEATURES SHOWN BY DASHED LINES OR SHADED. PROPOSED FEATURES SHOWN BY SOLID OR BOLD LINES.
- 16) CONTRACTOR RESPONSIBLE FOR PROTECTING ADJACENT AREAS AND SHALL BE RESPONSIBLE TO REPAIR ANY DAMAGE TO A CONDITION EQUAL TO OR GREATER THAN THE ORIGINAL CONDITION.
- 17) ALL HDPE PIPE TO CONFORM TO PIPE MANUFACTURER REQUIREMENTS AND GEOTECHNICAL RECOMMENDATIONS.
- 18) ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
- 19) MUTCD SIGNAGE AND CERTIFIED FLAGGERS SHALL BE EMPLOYED DURING ANY ROAD CLOSURE OR TRAFFIC DISRUPTION.

GRADING & DRAINAGE NOTES:

- 1) ALL STRUCTURAL FILL AREAS TO BE CONSTRUCTED UNDER THE DIRECTION OF A GEOTECHNICAL ENGINEER.
- 2) ALL EARTHWORK SHALL BE COMPACTED TO A MINIMUM OF 95% STANDARD PROCTOR WITHIN 3% ± OF OPTIMUM MOISTURE CONTENT. THE TOP 12 INCHES OF SUBGRADE SHALL BE COMPACTED TO 98% STANDARD PROCTOR.
- 3) ALL VEGETATION, ROOT SYSTEMS, TOPSOIL, REFUSE, AND OTHER DELETERIOUS, NON-SOIL MATERIAL SHALL BE STRIPPED FROM THE PROPOSED CONSTRUCTION AREAS. CLEAN TOPSOIL MAY BE STOCKPILED AND REUSED LATER AT THE OWNER'S DISCRETION.
- 4) DIRT FOR FILL SHALL BE CLEAN, COHESIVE CLAY OR SANDY CLAY FREE OF DEBRIS, ORGANICS, AND DELETERIOUS MATERIAL.
- 5) ALL STRUCTURAL FILL AREAS ARE TO BE CONSTRUCTED UNDER THE DIRECTION OF A GEOTECHNICAL ENGINEER.
- 6) CONTOURS AND SPOT ELEVATIONS SHOWN WITHIN PLANS INDICATE FINISHED GRADE ELEVATIONS.
- 7) GRADES NOT OTHERWISE INDICATED ON THE PLANS SHALL BE UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE GIVEN. ABRUPT CHANGES IN SLOPES SHALL BE WELL ROUNDED.
- 8) ALL TREES TO BE SAVED SHALL BE PROTECTED FROM CONSTRUCTION ACTIVITIES. CARE SHALL BE TAKEN IN ALL GRADING ACTIVITIES TO REMAIN OUTSIDE THE DRILINES OF EXISTING TREES.
- 9) THE CLEARING LIMITS WILL BE CLEARLY LOCATED IN THE FIELD. NO CONSTRUCTION ACTIVITY WILL TAKE PLACE OUTSIDE OF THE CLEARING LIMITS.
- 10) THE NOI MUST BE SUBMITTED BY THE CONTRACTOR 14 DAYS MINIMUM PRIOR TO THE BEGINNING OF CONSTRUCTION.
- 11) CONTRACTOR SHALL CLEARLY MARK AND MAINTAIN PROPERTY CORNER MONUMENTS AND BENCHMARKS AND IS RESPONSIBLE FOR THE COST OF REPLACEMENT IF DISTURBED. THE CONTRACTOR IS ALSO ADVISED TO PROTECT ALL ADJACENT LANDS FROM DAMAGE AND WILL BE RESPONSIBLE TO RETURN ANY DISTURBED OFF-SITE AREAS TO A CONDITION EQUAL TO OR BETTER THAN THE EXISTING CONDITION.
- 12) TRENCH BACKFILL MATERIAL SHALL BE COMPACTED TO NO LESS THAN 95% OF THE OPTIMUM COMPACTION FOR ANY SOIL CLASSIFICATION AS DETERMINED BY THE STANDARD PROCTOR TEST (AASHTO T-180 METHOD 'A'). BACKFILL MATERIAL SHALL BE CLEAN AND FREE OF ROOTS, ROCK, OR DELETERIOUS MATERIAL. CONTRACTOR SHALL CORRECT ANY DAMAGE TO CURBING OR PAVING CAUSED BY TRENCH SETTLEMENT WHICH OCCURS WITHIN 12 MONTHS OF PROJECT ACCEPTANCE.
- 13) AREAS INTENDED TO SUPPORT PAVEMENT OR NEW FILL SHALL BE PROOF ROLLED WITH A 20 TO 30 TON LOADED TRUCK OR OTHER PNEUMATIC-TIRED VEHICLE OF SIMILAR SIZE AND WEIGHT IN THE PRESENCE OF A GEOTECHNICAL ENGINEER TO LOCATE WEAK, SOFT, OR EXCESSIVELY WEAK MATERIALS. AREAS WHICH PUMP WHILE PROOF ROLLED SHALL BE UNDERCUT AND BACK-FILLED AS SPECIFIED BY THE GEOTECHNICAL ENGINEER.
- 14) CRUSHED STONE AGGREGATE (GAB) IN ROADWAY/PARKING AREAS SHALL CONFORM WITH SECTION 815 OF THE STATE OF GEORGIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. ALL ASPHALT MATERIAL AND PAVING OPERATIONS SHALL MEET APPLICABLE SPECIFICATIONS OF THE ASPHALT INSTITUTE AND GEORGIA DEPARTMENT OF TRANSPORTATION.
- 15) THE CONSTRUCTION OF THIS SITE WILL NOT RESULT IN ANY FLOODING OR CHANNEL DEGRADATION DOWNSTREAM.

EROSION & SEDIMENT CONTROL NOTES:

- 1) EROSION AND SEDIMENT SHALL BE MAINTAINED AT ALL TIMES. ADDITIONAL EROSION AND SEDIMENTATION CONTROLS AND PRACTICES SHALL BE INSTALLED IF DEEMED NECESSARY BY ONSITE INSPECTION BY OWNER, ENGINEER, OR INSPECTOR.
- 2) THE INSTALLATION OF EROSION AND SEDIMENTATION CONTROL MEASURES AND PRACTICES SHALL TAKE PLACE PRIOR TO OR CONCURRENT WITH LAND DISTURBING ACTIVITIES.
- 3) MAINTENANCE OF ALL SOIL EROSION & SEDIMENTATION CONTROL MEASURES & PRACTICES WHETHER TEMPORARY OR PERMANENT SHALL BE AT ALL TIMES AT THE RESPONSIBILITY OF THE PROPERTY OWNER.
- 4) THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND DISTURBING ACTIVITIES.
- 5) ALL DISTURBED AREAS TO BE GRASSED. GRASSING TO BEGIN WITHIN 7 DAYS AFTER THE COMPLETION OF ANY LAND DISTURBANCE ACTIVITY, OR IF ACTIVITY IS DISCONTINUED FOR A PERIOD OF 7 DAYS OR LONGER.
- 6) MAINTENANCE REQUIRED FOR EROSION CONTROL DEVICES. CLEAN OUT BEFORE ONE-HALF FULL.
- 7) PRIOR TO ANY OTHER CONSTRUCTION, A STABILIZED CONSTRUCTION EXIT SHALL BE CONSTRUCTED AT EACH POINT OF ENTRY TO OR EXIT FROM THE SITE. ALL ENTRANCES TO THE SITE WHICH ARE NOT PROTECTED SHALL BE BARRICADED.
- 8) IMMEDIATELY AFTER THE ESTABLISHMENT OF CONSTRUCTION EXITS, ALL PERIMETER EROSION CONTROL DEVICES AND STORM WATER MANAGEMENT DEVICES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION. CALL CITY OF DAHLONEGA FOR AN INSPECTION PRIOR TO PERFORMING ANY OTHER WORK.
- 9) THE LOCATION OF EROSION CONTROL DEVICES SHALL BE ADJUSTED AS CONSTRUCTION PROGRESSES IN ORDER TO MAINTAIN A FUNCTIONING EROSION CONTROL SYSTEM.
- 10) EROSION CONTROL DEVICES SHALL BE INSPECTED AFTER EACH RAINFALL EVENT AND AT LEAST DAILY DURING PROLONGED PERIODS OF CONTINUOUS RAINFALLS.
- 11) EROSION CONTROL DEVICES SHALL BE MAINTAINED UNTIL PERMANENT COVER IS ESTABLISHED AND THEN REMOVED SO THAT DRAINAGE FROM THE SITE IS NOT IMPEDED.
- 12) ALL EROSION AND SEDIMENT CONTROL MEASURES WILL BE CHECKED DAILY AND ANY DEFICIENCIES NOTED WILL BE CORRECTED BY THE END OF EACH DAY.

SITE DEVELOPMENT PLANS FOR: LAKE ZWERNER CANOE/KAYAK LAUNCH

ZONED: R-1

PARCEL: 078 164 D02

LAND LOTS 981 & 1002, 12TH DISTRICT, 1ST SECTION
CITY OF DAHLONEGA, GA

TOTAL AREA: 8.11 ACRES
DISTURBED AREA: 0.70 ACRES

DES PROJECT NO. 2018-172

OWNER/DEVELOPER
CITY OF DAHLONEGA
465 RILEY ROAD
DAHLONEGA, GA 30533
PHONE: (706) 864-6133

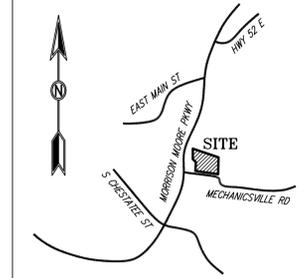
24-HOUR CONTACT
MR. MARK BUCHANAN
PHONE: (706) 482-2712
mbuchanan@dahlonega-ga.gov

PREPARED BY:

DES DAVIS
ENGINEERING & SURVEYING
113 PROMINENCE COURT
SUITE 210
DAWSONVILLE, GA 30534
PHONE: (706) 265-1234
DAVISENGINEERS.COM



IF ANY CONFLICTS, DISCREPANCIES, OR ANY OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY AND SHALL NOT COMMENCE FURTHER OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.



LOCATION MAP
N.T.S.

PROJECT DESCRIPTION:

THIS 8.11 ACRE SITE, OWNED BY THE CITY OF DAHLONEGA, IS CURRENTLY PARTIALLY DEVELOPED WITH GRAVEL AND CONCRETE PARKING. THE PROPOSED DEVELOPMENT CONSISTS OF THE CONSTRUCTION OF NEW GRAVEL PARKING, ADA ACCESSIBLE FLOATING DOCK, CONCRETE SIDEWALKS, AND A PEDESTRIAN BRIDGE OVER LAKE ZWERNER ALONG THE WIMPY MILL ROAD BRIDGE.

TOTAL AREA = 8.11 ACRES (FROM TAX RECORDS)
DISTURBED AREA = 0.70 ACRES

SITE ADDRESS:
WIMPY MILL ROAD AND SKY COUNTRY ROAD, DAHLONEGA, GA 30533

WATER SOURCE: CITY OF DAHLONEGA, GA
SEWER SOURCE: CITY OF DAHLONEGA, GA

TOPOGRAPHIC INFORMATION TAKEN FROM FIELD RUN DATA BY DAVIS ENGINEERING & SURVEYING LLC., AS WELL AS COUNTY GIS DATA.

UTILITIES SHOWN HEREON ARE FROM EXISTING STRUCTURES AND ABOVE GROUND MARKS FOUND. DAVIS ENGINEERING AND SURVEYING, LLC IS NOT RESPONSIBLE FOR THE LOCATION OF UNDERGROUND UTILITIES.

CONTOUR INTERVAL = 2'

PROJECT BENCHMARK:
TBM USED IS THE TOP OF AN EXISTING STORM JUNCTION BOX FOUND AT THE NORTHEAST CORNER OF THE SITE (ELEV. 1249.05).

A PORTION OF THIS SITE IS LOCATED WITHIN THE 100-YEAR FLOOD PRONE AREA AS PER FLOOD INSURANCE RATE MAP NO. 13187C0161D DATED 4/4/18.

SHEET INDEX

1	COVER SHEET
2	EXISTING CONDITIONS/DEMO PLAN
3	SITE AND GRADING PLAN
4	ES&PC PLAN
5	ES&PC NOTES AND DETAILS

REVISION	DATE	DESCRIPTION
1	4/24/19	REVISED PER CITY OF DAHLONEGA

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 DISTURBED AREA = 0.70 ACRES

SITE ADDRESS:
 WIMPY MILL ROAD AND SKY COUNTRY ROAD, DAHLONEGA, GA 30533

WATER SOURCE: CITY OF DAHLONEGA, GA
 SEWER SOURCE: CITY OF DAHLONEGA, GA

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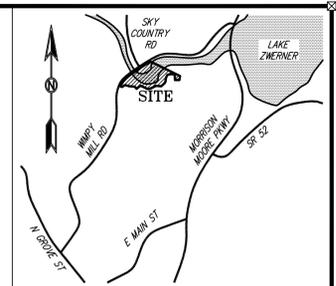
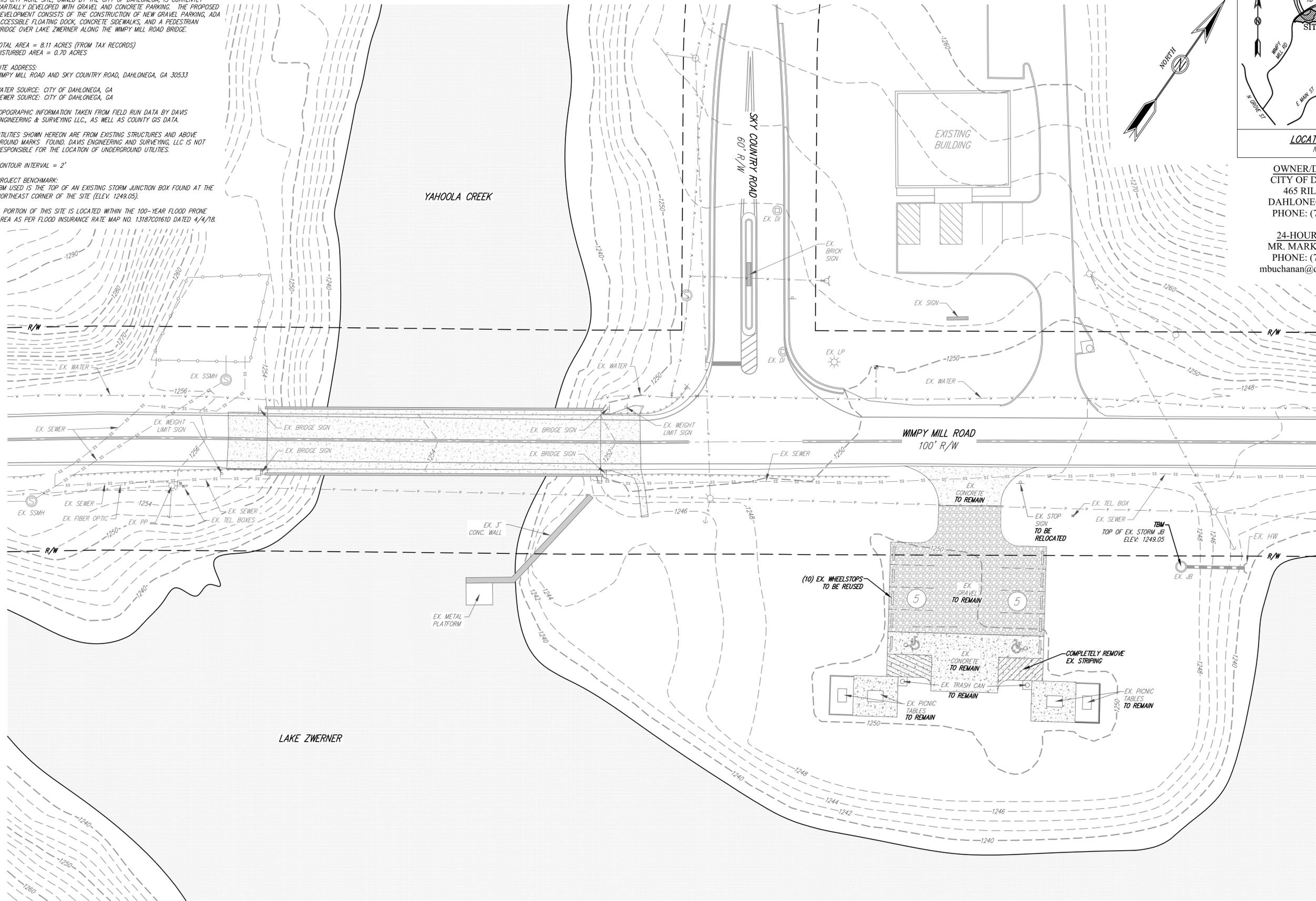
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SEE COVER SHEET FOR PLAN NOTES



LOCATION MAP
 N.T.S.

OWNER/DEVELOPER
 CITY OF DAHLONEGA
 465 RILEY ROAD
 DAHLONEGA, GA 30533
 PHONE: (706) 864-6133

24-HOUR CONTACT
 MR. MARK BUCHANAN
 PHONE: (706) 482-2712
 mbuchanan@dahlonega-ga.gov

DES DAVIS
 ENGINEERING & SURVEYING
 113 PROMINENCE COURT
 SUITE 210
 DAWSONVILLE, GA 30534
 PHONE: (706) 265-1234
 DAVISENGINEERS.COM

REGISTERED PROFESSIONAL ENGINEER
 No. 034135
JASON K. DAVIS
 ENGINEER
 4/24/19

REVISION	DATE	DESCRIPTION
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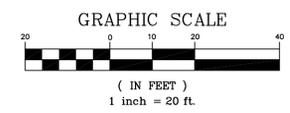
EXISTING CONDITIONS/DEMO PLAN
 LAKE ZWERNER CANOE/KAYAK LAUNCH
 PARCEL: 078 164 D02
 LAND LOTS 981 & 1002, 12TH DISTRICT, 1ST SECTION
 CITY OF DAHLONEGA
 LUMPKIN COUNTY, GEORGIA

DRAWN BY:	TJB, PSA
CHECKED BY:	JRD
LAND LOT:	981 & 1002
DISTRICT:	12
SECTION:	1
CITY:	DAHLONEGA, GA
COUNTY:	LUMPKIN
DATE:	3/11/19

SHEET NO.
2 of 5
 PROJECT NO.
2018-172

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TOTAL AREA = 8.11 ACRES (FROM TAX RECORDS)
 DISTURBED AREA = 0.70 ACRES

SITE ADDRESS:
 WIMPY MILL ROAD AND SKY COUNTRY ROAD, DAHLONEGA, GA 30533

WATER SOURCE: CITY OF DAHLONEGA, GA
 SEWER SOURCE: CITY OF DAHLONEGA, GA

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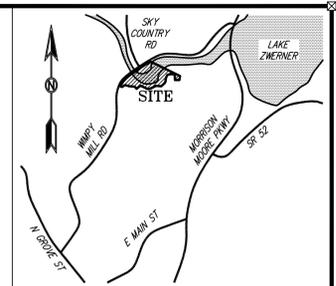
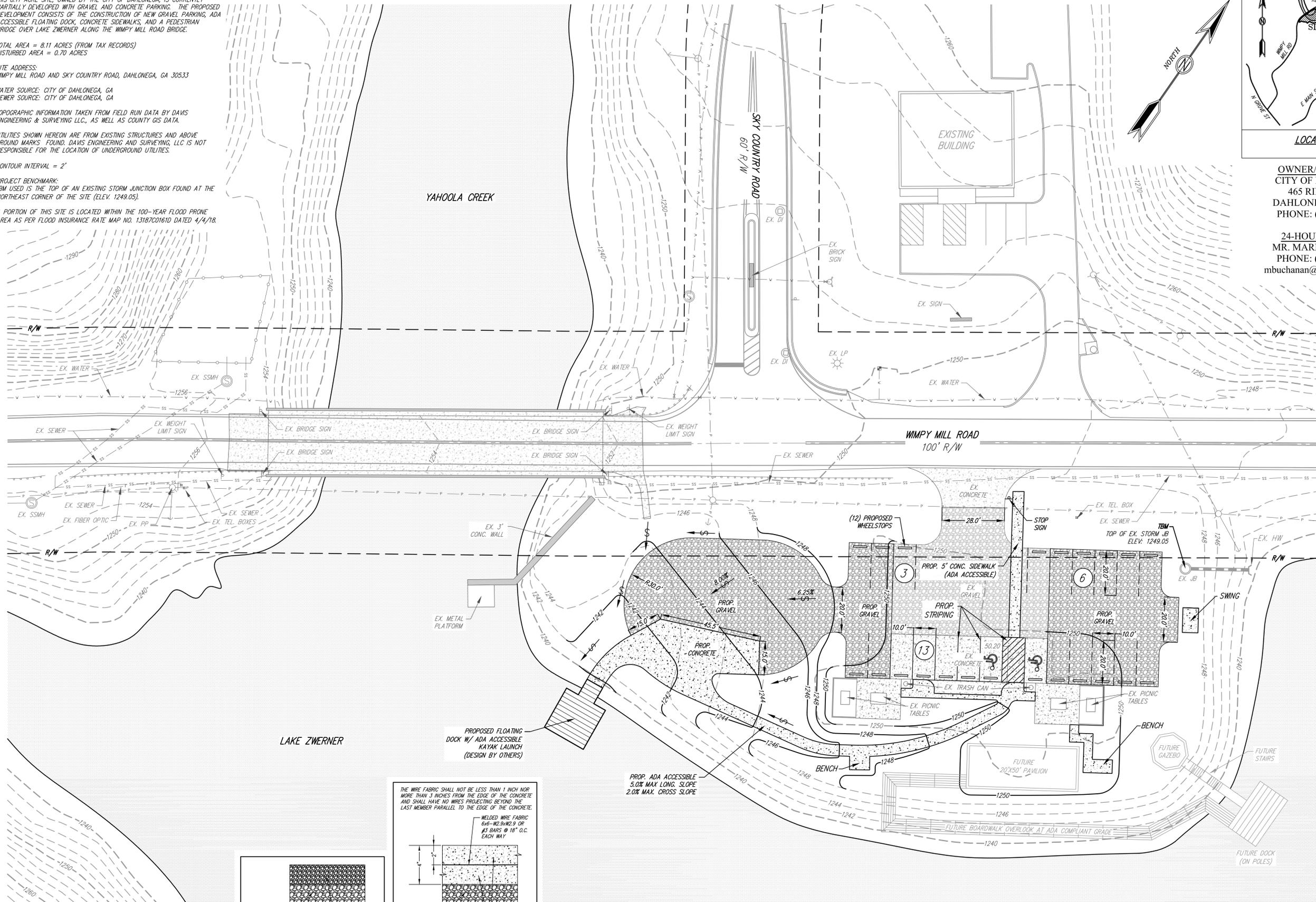
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CONTOUR INTERVAL = 2'

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A PORTION OF THIS SITE IS LOCATED WITHIN THE 100-YEAR FLOOD PRONE AREA AS PER FLOOD INSURANCE RATE MAP NO. 13187C0161D DATED 4/4/18.

SEE COVER SHEET FOR PLAN NOTES



LOCATION MAP
 N.T.S.

OWNER/DEVELOPER
 CITY OF DAHLONEGA
 465 RILEY ROAD
 DAHLONEGA, GA 30533
 PHONE: (706) 864-6133

24-HOUR CONTACT
 MR. MARK BUCHANAN
 PHONE: (706) 482-2712
 mbuchanan@dahlonega-ga.gov

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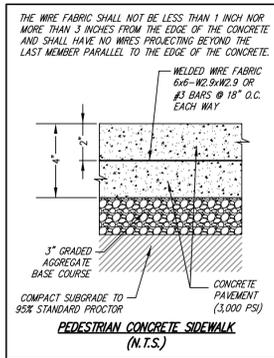
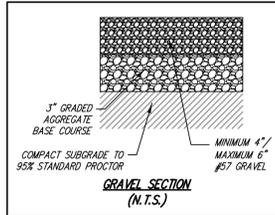
REGISTERED PROFESSIONAL ENGINEER
 No. 034135
JASON K. DAVIS
 ENGINEER
 4/24/19

REVISION	DATE	DESCRIPTION
1	4/24/19	REVISED PER CITY OF DAHLONEGA

SITE AND GRADING PLAN
 LAKE ZWERNER CANOE/KAYAK LAUNCH
 PARCEL: 078 164 D02
 LAND LOTS 981 & 1002, 12TH DISTRICT, 1ST SECTION
 CITY OF DAHLONEGA
 LUMPKIN COUNTY, GEORGIA

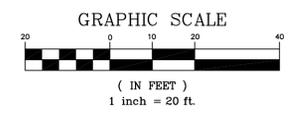
DRAWN BY: TJB, PSA
 CHECKED BY: JRD
 LAND LOT: 981 & 1002
 DISTRICT: 12
 SECTION: 1
 CITY: DAHLONEGA, GA
 COUNTY: LUMPKIN
 DATE: 3/11/19

SHEET NO.
3 OF 5
 PROJECT NO.
 2018-172



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 www.Georgia811.com

IF ANY CONFLICTS, DISCREPANCIES, OR ANY OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY AND SHALL NOT COMMENCE FURTHER OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.



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TOTAL AREA = 8.11 ACRES (FROM TAX RECORDS)
 DISTURBED AREA = 0.70 ACRES

SITE ADDRESS:
 WIMPY MILL ROAD AND SKY COUNTRY ROAD, DAHLONEGA, GA 30533

WATER SOURCE: CITY OF DAHLONEGA, GA
 SEWER SOURCE: CITY OF DAHLONEGA, GA

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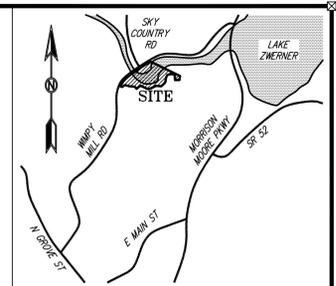
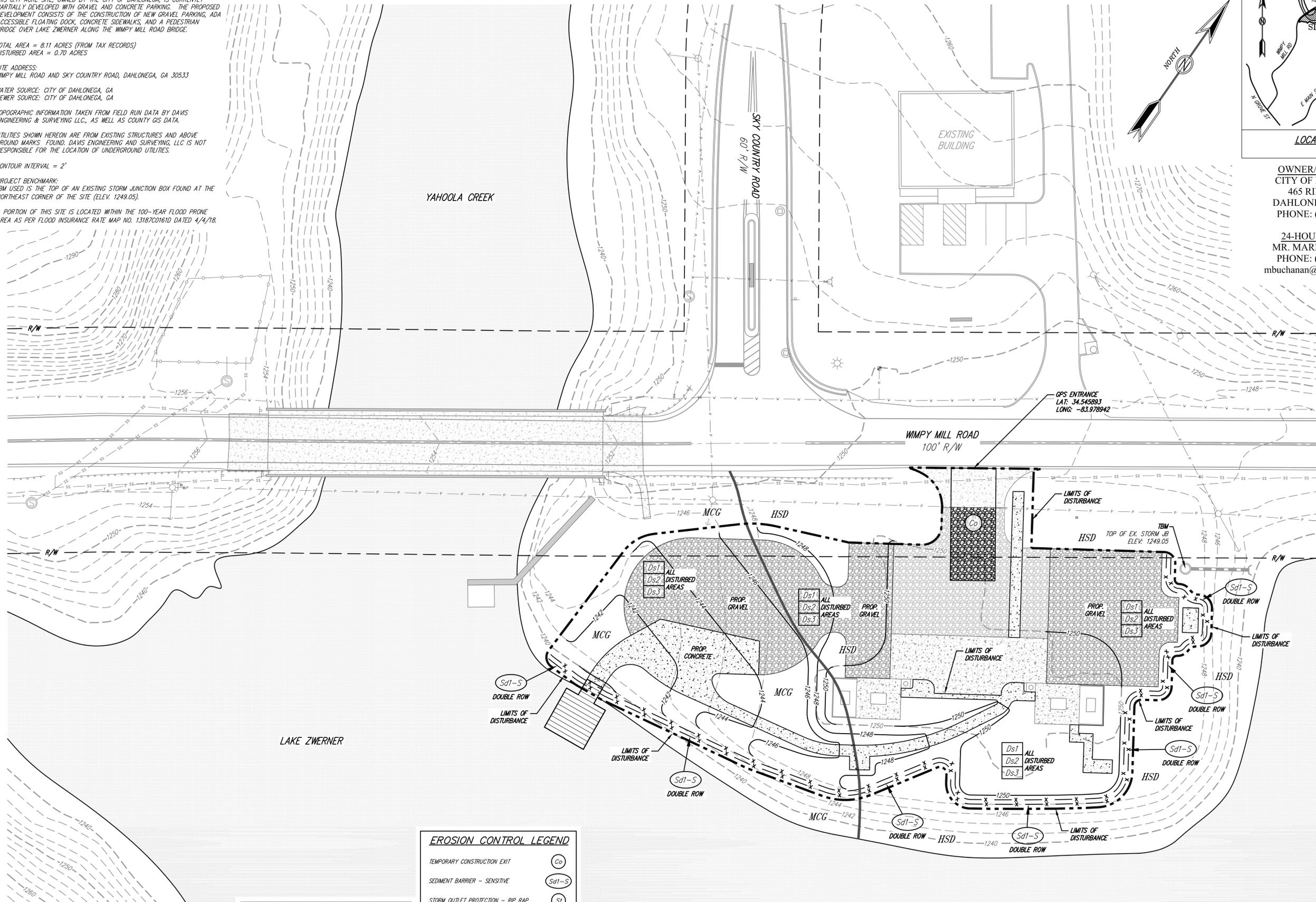
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CONTOUR INTERVAL = 2'

PROJECT BENCHMARK:
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A PORTION OF THIS SITE IS LOCATED WITHIN THE 100-YEAR FLOOD PRONE AREA AS PER FLOOD INSURANCE RATE MAP NO. 13187C0161D DATED 4/4/18.

SEE COVER SHEET FOR PLAN NOTES



LOCATION MAP
 N.T.S.

OWNER/DEVELOPER
 CITY OF DAHLONEGA
 465 RILEY ROAD
 DAHLONEGA, GA 30533
 PHONE: (706) 864-6133

24-HOUR CONTACT
 MR. MARK BUCHANAN
 PHONE: (706) 482-2712
 mbuchanan@dahlonega-ga.gov

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 PHONE: (706) 265-1234
 DAVISENGINEERS.COM

REGISTERED PROFESSIONAL ENGINEER
 No. 034135
Jason K. Davis
 ENGINEER
 JASON K. DAVIS
 4/24/19

REVISION	DATE	DESCRIPTION
1	4/24/19	REVISED PER CITY OF DAHLONEGA

ES&PC PLAN
 LAKE ZWERNER CANOE/KAYAK LAUNCH
 PARCEL: 078 164 D02
 LAND LOTS 981 & 1002, 12TH DISTRICT, 1ST SECTION
 CITY OF DAHLONEGA
 LUMPKIN COUNTY, GEORGIA

DRAWN BY:	TJB, PSA
CHECKED BY:	JRD
LAND LOT:	981 & 1002
DISTRICT:	12
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CITY:	DAHLONEGA, GA
COUNTY:	LUMPKIN
DATE:	3/11/19

SHEET NO.
4 of 5
 PROJECT NO.
2018-172

EROSION CONTROL LEGEND

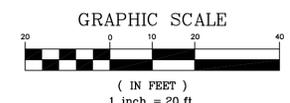
- TEMPORARY CONSTRUCTION EXIT (Co)
- SEDIMENT BARRIER - SENSITIVE (Sd1-S)
- STORM OUTLET PROTECTION - RIP RAP (St)
- TEMPORARY MULCHING (Ds1)
- TEMPORARY GRASSING (Ds2)
- PERMANENT GRASSING (Ds3)

SOIL CHARACTERISTICS

SOIL SYMBOL	NAME	SLOPE	LIMITATIONS	PERMEABILITY	HYDRO SOIL GROUP
HSD	HIWASSEE LOAM	10-15%	WELL DRAINED	0.57-1.98	B
MCG	MUSSELLA COBBLY LOAM	25-60%	WELL DRAINED	0.00-1.98	D

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NPDES CERTIFICATIONS:
 I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY DIRECT SUPERVISION.
Jason K. Davis
 JASON K. DAVIS, P.E. GSWCC CERTIFICATION NO. 0000059573
 REG. GA. 034135

- SHEET 5
- JASON K. DAVIS GSWCC LEVEL II CERTIFICATION NO. 0000059573
- 24-HOUR CONTACT: MR. MARK BUCHANAN (706) 482-2712
- OWNER: CITY OF DAHLONEGA, GA
- ADDRESS: 465 RILEY ROAD, DAHLONEGA, GA 30533
- PHONE: (706) 864-6133
- EMAIL: kherri@dahlonega-ga.gov
- DISTURBED AREA: 0.70 ACRES
- CONSTRUCTION EXIT COORDINATES: 34.545893, -83.978942
- SHEETS 4-5
- THIS 8.11 ACRE SITE, OWNED BY THE CITY OF DAHLONEGA, IS CURRENTLY PARTIALLY DEVELOPED WITH GRAVEL AND CONCRETE PARKING. THE PROPOSED DEVELOPMENT CONSISTS OF THE CONSTRUCTION OF NEW GRAVEL PARKING, ADA ACCESSIBLE FLOATING DOCK, CONCRETE SIDEWALKS, AND A PEDESTRIAN BRIDGE OVER LAKE ZWERNER ALONG THE WIMPY MILL ROAD BRIDGE.
- SHEET 4
- THE INITIAL RECEIVING WATER(S) FOR THIS PROJECT IS YAHOOOLA CREEK/LAKE ZWERNER. THERE WILL BE NO ADVERSE IMPACT TO DOWNSTREAM PROPERTIES BY THE POST-DEVELOPMENT RUNOFF FROM THE SITE.
- I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY DIRECT SUPERVISION.

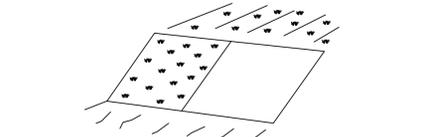
Jason K. Davis 3/11/19
 P.E. 34135, GSWCC CERTIFICATION #59573 DATE

- NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 50-FOOT UNDISTURBED STREAM BUFFER AS MEASURED FROM THE POINT OF WRESTED VEGETATION WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS. THIS SITE DOES NOT HAVE STATE WATERS REQUIRING AN UNDISTURBED BUFFER. THIS SITE DOES NOT CONTAIN WETLANDS.
- THERE ARE NO BUFFER ENCROACHMENTS FOR THIS SITE.
- THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND-DISTURBING ACTIVITIES.
- EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION CONTROL AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
- ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.
- SOIL CLEANUP AND CONTROL PRACTICES:
 LOCAL, STATE AND MANUFACTURERS RECOMMENDED METHODS FOR SOIL CLEANUP WILL BE CLEARLY POSTED AND PROCEDURES WILL BE MADE AVAILABLE TO SITE PERSONNEL. MATERIAL AND EQUIPMENT NECESSARY FOR SPILL CLEANUP WILL BE KEPT IN THIS MATERIAL STORAGE AREA. TYPICAL MATERIALS AND EQUIPMENT INCLUDES, BUT IS NOT LIMITED TO, BROOMS, DUSTPANS, MOPS, RAGS, GLOVES, GOGGLES, CAT LITTER, SAND, SAWDUST, AND PROPERLY LABELED PLASTIC AND METAL WASTE CONTAINERS. SPILL PREVENTION PRACTICES AND PROCEDURES WILL BE REVIEWED AFTER A SPILL AND ADJUSTED AS NECESSARY TO PREVENT FUTURE SPILLS. ALL SPILLS WILL BE CLEANED UP IMMEDIATELY UPON DISCOVERY. ALL SPILLS WILL BE REPORTED AS REQUIRED BY LOCAL, STATE, AND FEDERAL REGULATIONS. FOR SPILLS THAT IMPACT SURFACE WATER (LEAVE A SHEEN ON SURFACE WATER), THE NATIONAL RESPONSE CENTER (NRC) WILL BE CONTACTED AS REQUIRED. THE CONTRACTOR SHALL NOTIFY THE LICENSED PROFESSIONAL WHO PREPARED THIS PLAN, IF MORE THAN 1320 GALLONS OF PETROLEUM IS STORED ON SITE (THIS INCLUDES CAPACITIES OF EQUIPMENT) OR IF ANY ONE PIECE OF EQUIPMENT HAS A CAPACITY GREATER THAN 600 GALLONS. THE CONTRACTOR WILL NEED A SPILL PREVENTION CONTAINMENT AND COUNTER-MEASURES PLAN PREPARED BY THAT LICENSED ENGINEER.

CONSTRUCTION SCHEDULE	WEEKS						
	1	2	3	4	5	6	7
CLEARING & GRUBBING							
EROSION CONTROL INSTALLATION							
EARTHWORK (CUT & FILL)							
GRASSING (LIMIT EXPOSURE TO 7 DAYS)							
GRAVEL & SIDEWALK							
FINISH GRADING							
FINAL STABILIZATION							

SCHEDULE MAY BE MODIFIED WITH APPROVAL FROM CITY OF DAHLONEGA

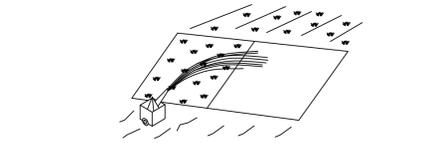
- SHEET 4
- SHEET 4
- N/A
- N/A
- N/A
- THE ENTIRE DEVELOPED AREA IS INCLUDED IN ONE BASIN THAT DRAINS TO LAKE ZWERNER. BASIN AREA: 1.15 ACRES
- PRE-DEVELOPED RUNOFF COEFFICIENT: 0.40 100-YEAR FLOW: 4.54 CFS
- POST-DEVELOPED RUNOFF COEFFICIENT: 0.75 100-YEAR FLOW: 8.51 CFS
- N/A
- SHEET 4
- SHEET 4
- SHEET 4
- SHEET 5
- SHEET 5



ESTABLISHING TEMPORARY PROTECTION FOR DISTURBED AREAS WHERE SEEDINGS MAY NOT HAVE A SUITABLE GROWING SEASON TO PRODUCE AN EROSION RETARDING COVER.

MATERIAL	RATE	DEPTH
STRAW OR HAY	2 1/2 TON/ACRE	6" - 10"
WOOD WASTE, CHIPS, SAWDUST, BARK	6 TO 9 TON/ACRE	2" - 3"
CUTBACK ASPHALT	PER GEOTECH'S RECOMMENDATIONS	-
POLYETHYLENE FILM	SECURE W/ SOIL ANCHORS, WEIGHTS	-
GEOTEXTILES, JUTE MATTING, NETTING, ETC.	PER MANUFACTURER'S RECOMMENDATIONS	-

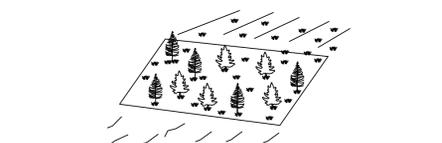
Ds1 DISTURBED AREA STABILIZATION MULCHING ONLY
N.T.S.



ESTABLISHING A TEMPORARY VEGETATIVE COVER WITH FAST GROWING SEEDINGS ON DISTURBED AREAS.

TYPES OF SPECIES	PLANTING YEAR	FERTILIZER (N-P-K)	RATE (LBS./ACRE)	N TOP DRESSING RATE (LBS./ACRE)
COOL SEASON GRASSES	FIRST	6-12-12	1500	50-100
	SECOND MAINTENANCE	6-12-12	1000	30
COOL SEASON GRASSES & LEGUMES	FIRST	6-12-12	1500	0-50
	SECOND MAINTENANCE	0-12-12	1000	-
TEMPORARY COVER CROPS SEEDING ALONE	FIRST	10-10-10	500	30
WARM SEASON GRASSES	FIRST	6-12-12	1500	50-100
	SECOND MAINTENANCE	6-12-12	800	50-100
		10-10-10	400	30

Ds2 DISTURBED AREA STABILIZATION TEMPORARY SEEDING
N.T.S.



PLANTING VEGETATION, SUCH AS TREES, SHRUBS, VINES, GRASSES, OR LEGUMES ON HIGHLY ERODIBLE OR CRITICALLY ERODING AREAS.

Ds3 DISTURBED AREA STABILIZATION PERMANENT VEGETATION
N.T.S.

CRITICAL AREA VEGETATIVE PLAN Ds1 Ds2 Ds3

GENERAL: THIS VEGETATIVE PLAN WILL BE CARRIED OUT ON ROAD CUT AND FILL SLOPES, SHOULDERS AND OTHER CRITICAL AREAS CREATED BY CONSTRUCTION IN AN AREA IS COMPLETED. PLANTINGS WILL BE MADE TO CONTROL EROSION, TO REDUCE DAMAGES FROM SEDIMENT AND RUNOFF TO DOWNSTREAM AREAS AND TO IMPROVE THE SAFETY AND BEAUTY OF THE DEVELOPMENT AREA.

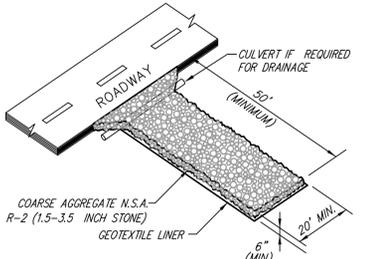
SOIL CONDITIONS: DUE TO GRADING AND CONSTRUCTION, THE AREAS TO BE TREATED ARE MAINLY SUBSOIL AND SUBSTRATA. FERTILITY IS LOW AND THE PHYSICAL CHARACTERISTICS OF THE EXPOSED MATERIAL ARE UNFAVORABLE TO ALL BUT THE MOST HARDY PLANTS.

TREATMENT SPECIFICATIONS

CONVENTIONAL SEEDING EQUIPMENT: GRADE, SHAPE AND SMOOTH WHERE NEEDED TO PROVIDE FOR SAFE EQUIPMENT OPERATION AT SEEDING TIME AND FOR MAINTENANCE PURPOSES. THE LIME AND FERTILIZER IN DRY FORM WILL BE SPREAD UNIFORMLY OVER THE AREA IMMEDIATELY BEFORE SEEDBED PREPARATION. A SEEDBED WILL BE PREPARED BY SCRAPING TO A DEPTH OF 1 TO 4 INCHES AS DETERMINED ON SITE. THE SEEDBED MUST BE WELL PULVERIZED, SMOOTHED AND FIRMED. SEEDING WILL BE DONE WITH CULTIPACKER-SEEDER, DRILL, ROTARY SEEDER OR OTHER MECHANICAL OR HAND SEEDER. SEED WILL BE DISTRIBUTED UNIFORMLY OVER THE AREA, LEAVING ABOUT 25 PERCENT OF THE GROUND SURFACE EXPOSED. MULCH WILL BE SPREAD WITH BLOWER-TYPE MULCH EQUIPMENT OR BY HAND AND ANCHORED IMMEDIATELY AFTER IT IS SPREAD. A DISK HARROW WITH THE DISK SET STRAIGHT OR A SPECIAL PACKER DISK MAY BE USED TO PRESS THE MULCH INTO THE SOIL. THE PER ACRE APPLICATION RATES ARE AS FOLLOWS:

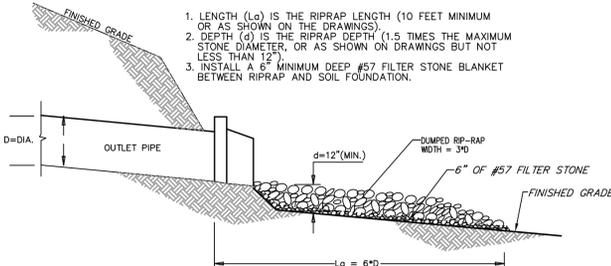
A. SEEDING WITH MULCH: (CONVENTIONAL SEEDING EQUIPMENT ON SLOPES LESS THAN 3:1)

AGRICULTURAL LIMESTONE FERTILIZER, 5-10-15 MULCH, STRAW OR HAY	4000 lbs./acre 1500 lbs./acre 5000 lbs./acre	
SEED SPECIES	APPLICATION RATE/ACRES	PLANTING DATES
HULLED COMMON BERMUDAGRASS	10 LBS	3/1 - 6/15
FESCUE	50 LBS	9/1 - 10/31
FESCUE	50 LBS	11/1 - 2/28
RYE	50 LBS	
HAY MULCH FOR TEMPORARY COVER	5000 LBS	6/15 - 8/3
B. TOPDRESSING: APPLY WHEN PLANTS ARE 2 TO 4 INCHES TALL		
FERTILIZER (AMMONIUM NITRATE 33.5%)	300 LBS/ACRE	
C. SECOND-YEAR FERTILIZER: (5-10-15 OR EQUIVALENT) 800 LBS/ACRE		

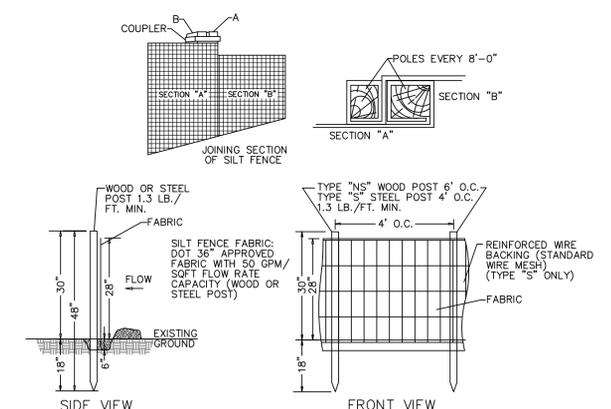


- NOTES:
- STONE SIZE: #3 STONE (1.5" - 3.5" DIA.)
 - PAD THICKNESS: 6" MIN.
 - MIN. SIZE 50" X 20"
 - IF NECESSARY INCLUDE WASHING.
 - MAY REQ. PERIODIC TOP DRESSING WITH #3 STONE.
 - MAINTAIN IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC ROADS.
 - A GEOTEXTILE UNDERLINING IS TO BE PROVIDED UNDER THE ENTIRE CONSTRUCTION EXIT.

Co TEMPORARY CONSTRUCTION EXIT
N.T.S.



St STORM DRAIN OUTLET PROTECTION
N.T.S.



Sd1 SEDIMENT BARRIER
OR APPROVED EQUAL (TYPE "S" & "NS" SILT FENCE)
N.T.S.

Page #	Included	Y/N
4-5	Y	
4-4	Y	
4-5	Y	
4-5	Y	
4-5	Y	
4	Y	
4	Y	
4-5	Y	
N/A	N/A	
N/A	N/A	
5	Y	
5	Y	
N/A	N/A	
N/A	N/A	
5	Y	
N/A	N/A	
5	Y	
N/A	N/A	
5	Y	
N/A	N/A	
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4	Y	
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N/A	N/A	
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5	Y	
N/A	N/A	
4	Y	
4	Y	
5	Y	
N/A	N/A	
4	Y	
4	Y	
5	Y	
5	Y	

DES DAVIS
 ENGINEERING & SURVEYING
 113 PROMINENCE COURT
 SUITE 210
 DAWSONVILLE, GA 30534
 PHONE: (706) 265-1234
 DAVISENGINEERS.COM

REGISTERED PROFESSIONAL ENGINEER
 No. 034135
 JASON K. DAVIS
 4/24/19

REVISION	DATE	DESCRIPTION
1	4/24/19	REVISED PER CITY OF DAHLONEGA

ES&PC NOTES AND MD DETAILS
 LAKE ZWERNER CANOE/KAYAK LAUNCH
 PARCEL: 078 164 D02
 LAND LOTS 981 & 1002, 12TH DISTRICT, 1ST SECTION
 CITY OF DAHLONEGA
 LUMPKIN COUNTY, GEORGIA

DRAWN BY: TJB, PSA
 CHECKED BY: JRD
 LAND LOT: 981 & 1002
 DISTRICT: 12
 SECTION: 1
 CITY: DAHLONEGA, GA
 COUNTY: LUMPKIN
 DATE: 3/11/19

SHEET NO.
 5 OF 5
 PROJECT NO.
 2018-172

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ENGINEER'S COST ESTIMATE

LAKE ZWERNER LAUNCH AREA ONLY

ITEM	QTY	UNIT	UNIT COST	COST
MOBILIZATION	1	EA	\$1,500.00	\$1,500.00
CONSTRUCTION STAKING & ASBUILT	1	LS	\$5,000.00	\$5,000.00
TRAFFIC CONTROL	1	LS	\$2,000.00	\$2,000.00
EARTHWORK INCLUDING CLEARING, GRUBBING, ETC.	1	LS	\$21,900.00	\$21,900.00
SITE - WHEELSTOPS	22	EA	\$150.00	\$3,300.00
SITE - GRAVEL	245	TN	\$45.00	\$11,025.00
SITE - CONCRETE	320	SY	\$60.00	\$19,200.00
SITE - SIGNAGE	1	LS	\$1,500.00	\$1,500.00
SITE - STRIPING	1	LS	\$1,000.00	\$1,000.00
SITE - LIGHTING	2	EA	\$4,210.00	\$8,420.00
SITE - LANDSCAPING	1	LS	\$5,000.00	\$5,000.00
ES&PC - CONSTRUCTION ENTRANCE	1	EA	\$2,000.00	\$2,000.00
ES&PC - CONCRETE WASHOUT AREA	1	EA	\$800.00	\$800.00
ES&PC - TYPE "S" SILT FENCE	850	LF	\$4.00	\$3,400.00
ES&PC - HAY BALE CHECK DAMS	5	EA	\$350.00	\$1,750.00
ES&PC - RIP-RAP	10	TN	\$45.00	\$450.00
ES&PC - PERMANENT GRASSING	1	AC	\$1,850.00	\$1,850.00
10% CONTINGENCY				\$9,009.50
			TOTAL	\$99,104.50



ENGINEER'S COST ESTIMATE

LAKE ZWERNER BRIDGE & SIDEWALK

ITEM	QTY	UNIT	UNIT COST	COST
MOBILIZATION	1	EA	\$20,000.00	\$20,000.00
CONSTRUCTION STAKING & ASBUILT	1	LS	\$7,500.00	\$7,500.00
TRAFFIC CONTROL	1	LS	\$5,000.00	\$5,000.00
EARTHWORK INCLUDING CLEARING, GRUBBING, ETC.	1	LS	\$7,500.00	\$7,500.00
SITE - CONCRETE	250	SY	\$60.00	\$15,000.00
SITE - SIGNAGE	1	LS	\$1,000.00	\$1,000.00
SITE - STRIPING	1	LS	\$1,500.00	\$1,500.00
SITE - LANDSCAPING	1	LS	\$5,000.00	\$5,000.00
BRIDGE - MATERIALS, ABUTMENTS, AND INSTALL	1	LS	\$375,000.00	\$375,000.00
ES&PC - CONSTRUCTION ENTRANCE	1	EA	\$2,000.00	\$2,000.00
ES&PC - CONCRETE WASHOUT AREA	1	EA	\$800.00	\$800.00
ES&PC - TYPE "S" SILT FENCE	650	LF	\$4.00	\$2,600.00
ES&PC - RIP-RAP	50	TN	\$45.00	\$2,250.00
ES&PC - PERMANENT GRASSING	1	AC	\$1,000.00	\$1,000.00
10% CONTINGENCY				\$44,615.00
			TOTAL	\$490,765.00



CITY COUNCIL AGENDA REPORT

DATE: December 19, 2019
TITLE: Ordinance 2019-29 – State Standards Adoption for Construction
PRESENTED BY: Doug Parks

AGENDA ITEM DESCRIPTION:

Ordinance to amend the Code of the City of Dahlonega regarding enforcement of the Georgia State Minimum Standard Codes for Construction.

HISTORY/PAST ACTION:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommendation is approval of Ordinance 2019-29

SUGGESTED MOTIONS:

N/A

ATTACHMENTS:

Ordinance 2019-29

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF DAHLONEGA, GEORGIA, SUBPART B: LAND USE AND LAND DEVELOPMENT; CHAPTER 103: BUILDINGS AND REGULATIONS; ARTICLE II: CONSTRUCTION CODES; SECTION 103-19: STATE STANDARDS ADOPTED.

Short title: "ordinance to amend the Code of the City of Dahlonega regarding enforcement of the Georgia State Minimum Standard Codes for Construction."

WHEREAS, the Georgia State Minimum Standard Codes for Construction promote the life, health, safety and general welfare of all citizens, and;

WHEREAS, said Codes are also designed to protect the property of all citizens, and;

WHEREAS, it is the desire of the Mayor and City Council to adopt and enforce, in all respects, the various Georgia State Minimum Standard Codes for Construction.

NOW, THEREFORE, be it ordained, and it is so ordained by the authority of the City Council of Dahlonega, that Subpart B, Chapter 103, Article II, Section 103-19, shall be amended in its entirety to read as follows:

Sec. 103-19. - State standards adopted.

(a) The mayor and city council hereby adopt the following state minimum standard codes, as adopted and amended by the state department of community affairs:

- | | | |
|-----|--|--------------|
| (1) | International Building Code | 2018 Edition |
| (2) | International Mechanical Code | 2018 Edition |
| (3) | International Fuel Gas Code | 2018 Edition |
| (4) | International Plumbing Code | 2018 Edition |
| (5) | National Electrical Code | 2017 Edition |
| (6) | International Fire Code | 2018 Edition |
| (7) | International Residential Code | 2018 Edition |
| (8) | International Energy Conservation Code | 2015 Edition |
| (9) | International Swimming Pool and Spa Code | 2018 Edition |

(b) The following appendices of said codes, as adopted and amended by the state department of community affairs, are hereby adopted by reference as though they were copied herein fully:

- (1) International Building Code: All appendices
- (2) International Mechanical Code: All appendices
- (3) International Fuel Gas Code: All appendices
- (4) International Plumbing Code: All appendices
- (5) National Electrical Code: All appendices
- (6) International Fire Code: All appendices
- (7) International Residential Code: All appendices
- (8) National Energy Conservation Code: All appendices
- (9) International Swimming Pool and Spa Code: All appendices

(c) The following are adopted by reference as though they were copied herein fully:

- (1) International Property Maintenance Code, 2012 edition, with state amendments (2015).
- (2) International Existing Building Code, 2012 edition, with state amendments (2015).

(d) The city attorney is directed and authorized to direct the codifier to make necessary minor, non-substantive corrections to the provisions of this Code, including but not limited to, the misspelling of words, typographical errors, duplicate pages, incorrect references to state or federal laws, statutes, this Code, or other codes or similar legal or technical sources, and other similar amendments, without necessity of passage of a corrective ordinance or other action of the Mayor and Council. The city clerk shall, upon the written advice or recommendation of the city attorney and without the necessity of further council action, alter, amend or supplement any non-codified ordinance, resolution or other record filed in his or her office as necessary to effect similar non-substantive changes or revisions and ensure that such public records are correct, complete and accurate.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

This Ordinance shall take effect on the ____ day of _____, 2019.

ORDAINED, this ____ day of _____, 2019.

Sam Norton, Mayor

Attest:

Mary Csukas, City Clerk



CITY COUNCIL AGENDA REPORT

DATE: December 19, 2019
TITLE: Achasta Lift Station Rehabilitation Bids & Recommendation
PRESENTED BY: John Jarrard, Water/Wastewater Treatment Director

AGENDA ITEM DESCRIPTION:

Achasta Lift Station Rehabilitation Bids & Recommendation

HISTORY/PAST ACTION:

Council Approved Engineering and Bidding Process July 1, 2019.

FINANCIAL IMPACT:

Budget for this project was \$450,000. Winning bid was from Cedar Farms & Construction for \$424,659.70.

RECOMMENDATION:

Staff agrees with the recommendation from Turnipseed Engineers for awarding this project to Cedar Farms & Construction for \$424,659.70.

SUGGESTED MOTIONS:

Council to approve this project in the January 6, 2020 Council Meeting.

ATTACHMENTS:

Turnipseed Engineers Bid Tabulation/Recommendation for Achasta Lift Station Rehabilitation



November 25, 2019

Mayor and Council
City of Dahlonega
465 Riley Road
Dahlonega, Georgia 30533

Attention: Mr. Bill Schmid, City Manager

Re: City of Dahlonega
Achasta Pump Station Rehabilitation
Project No. 192272

We have checked the bids received November 21, 2019 on subject project. A tabulation of the bids received is as follows:

	<i>Bidder</i>	<i>Total Amount Bid</i>
1.	Cedar Farms & Construction, Inc. Eastonollee, Georgia	\$424,659.70
2.	Willow Construction, Inc. Powder Springs, Georgia	\$456,000.00
3.	Lanier Contracting Company Suwanee, Georgia	\$519,661.00
4.	Reynolds Construction, LLC Jacksonville, Florida	\$566,500.00
5.	Sol Construction, LLC Atlanta, Georgia	\$577,430.00

As indicated, the low bidder is Cedar Farms & Construction, Inc. of Eastonollee, Georgia with a bid of \$424,659.70. Since the low bidder appears to have adequate experience, technical ability and financial capability to complete the project, we recommend contract award be made to Cedar Farms & Construction, Inc. of Eastonollee, Georgia.

We have enclosed a certified copy of the bid tabulation for the bids received and a sample resolution the City should consider adopting.

If the contract is awarded, we will proceed with preparation of the contract documents for execution by both the contractor and the City.

If you have any questions concerning our recommendation, please call us.

Yours truly,



C.K. Butterfield, P.E.
Turnipseed Engineers

CKB:kb
Enclosures

RESOLUTION

WHEREAS bids were received by the City of Dahlonega, November 22, 2019, for Achasta Lift Station Rehabilitation; and

WHEREAS the low responsible, responsive bidder is Cedar Farms & Construction, Inc. of Eastonollee, Georgia with a bid in the amount of \$ 424,659.70; and

WHEREAS the low bidder, Cedar Farms & Construction, Inc., appears to have the necessary financial and technical ability to complete the project,

BE IT THEREFORE resolved the Mayor and Council hereby makes contract award of the construction contract to the low bidder Cedar Farms & Construction, Inc. of Eastonollee, Georgia, in the amount of \$ 424,659.70.

THIS RESOLUTION was passed by a vote of _____ to _____ at a regular meeting of the City Council on _____.

CITY OF DAHLONEGA, GEORGIA

Mayor Sam Norton

Attest: _____
City Clerk

**CITY OF DAHLONEGA, GEORGIA
 ACHASTA PUMP STATION REHABILITATION
 PROJECT NO. 192272
 CERTIFIED BID TABULATION
 BIDS RECEIVED NOVEMBER 21, 2019**

**THIS IS TO CERTIFY THAT THIS
 IS A CORRECT TABULATION**


 C.K. Butterfield, P.E.
 Turnipseed Engineers
 Atlanta, Georgia

**CITY OF DAHLONEGA
 ACHASTA PUMP STATION REHABILITATION**

**CEDAR FARMS & CONSTRUCTION, INC.
 EASTONELLE, GEORGIA**

For furnishing all materials and performing all labor necessary for rehabilitation of the Achasta Pump Station Rehabilitation as shown on the Drawings and as specified for the following prices and approximate quantities shown:

Item 1 For furnishing all material and equipment and performing all labor necessary for replacement of the Achasta Pump Station (excluding the cost of equipment listed in Item 2), removal of existing pumps, installation of new wetwell top slab and valve vault top slab, lining the wet well interior, electrical, mechanical, painting, fencing, grassing, gravel access drive, erosion control, and all other appurtenances, as shown on the Drawings and/or specified, the lump sum amount of:

\$263,000.00

Item 2 For furnishing and installing Major Mechanical Equipment

	Equipment and Manufacturer	Price	Base Price
a.	Submersible Pumps - Section 5		\$159,430.00
	Mfr. <u>2 Flygt Model NP3203.095 4"</u>	<u>\$159,430.00</u>	
	Mfr. <u>Only Flygt</u>		
Subtotal Items 1 through 2, inclusive, the amount of:			\$422,430.00

EXTRA WORK, IF ORDERED BY ENGINEER

(To cover authorized changes in scope of lump sum work under Item No. 1)

ITEM

NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3.	5	CY	CLASS 'A' CONCRETE WORK	\$210.50	\$1,052.50
4.	C.I. OR D.I. PIPE FITTINGS				
a.	0.1	TON	Bell and Spigot	\$1,570.00	\$157.00
b.	0.1	TON	Mechanical Joint	\$1,570.00	\$157.00
c.	0.1	TON	Flanges	\$1,570.00	\$157.00
5.	12	CY	CRUSHED STONE STABILIZATION OR BEDDING (Including excavation and removal of unsuitable soil)	\$58.85	\$706.20

Subtotal, Items 3 through 5 inclusive, the amount of:

\$2,229.70

TOTAL AMOUNT BID, ITEMS 1 THROUGH 5, INCLUSIVE, THE AMOUNT OF:

\$424,659.70

ADDITIONS / DEDUCTIONS

D-1 To delete the Pump Station wetwell liner specified in Section 4.52

Deduct

\$25,000.00

For furnishing all materials and performing all labor necessary for rehabilitation of the Achasta Pump Station Rehabilitation as shown on the Drawings and as specified for the following prices and approximate quantities shown:

Item 1 For furnishing all material and equipment and performing all labor necessary for replacement of the Achasta Pump Station (excluding the cost of equipment listed in Item 2), removal of existing pumps, installation of new wetwell top slab and valve vault top slab, lining the wet well interior, electrical, mechanical, painting, fencing, grassing, gravel access drive, erosion control, and all other appurtenances, as shown on the Drawings and/or specified, the lump sum amount of:

\$300,110.00

Item 2 For furnishing and installing Major Mechanical Equipment

<u>Equipment and Manufacturer</u>	<u>Price</u>	<u>Base Price</u>
a. Submersible Pumps - Section 5		\$152,550.00
Mfr. <u>Xylem</u>	<u>\$152,550.00</u>	
Mfr. _____		
Subtotal Items 1 through 2, inclusive, the amount of:		\$452,660.00

EXTRA WORK, IF ORDERED BY ENGINEER

(To cover authorized changes in scope of lump sum work under Item No. 1)

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3.	5	CY	CLASS 'A' CONCRETE WORK	\$300.00	\$1,500.00
4. C.I. OR D.I. PIPE FITTINGS					
a.	0.1	TON	Bell and Spigot	\$4,100.00	\$410.00

ITEM					
NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
b.	0.1	TON	Mechanical Joint	\$4,600.00	\$460.00
c.	0.1	TON	Flanges	\$4,900.00	\$490.00
5.	12	CY	CRUSHED STONE STABILIZATION OR BEDDING (Including excavation and removal of unsuitable soil)	\$40.00	\$480.00

Subtotal, Items 3 through 5 inclusive, the amount of:

\$3,340.00

TOTAL AMOUNT BID, ITEMS 1 THROUGH 5, INCLUSIVE, THE AMOUNT OF:

\$456,000.00

ADDITIONS / DEDUCTIONS

D-1 To delete the Pump Station wetwell liner specified in Section 4.52

Deduct

\$21,000.00

For furnishing all materials and performing all labor necessary for rehabilitation of the Achasta Pump Station Rehabilitation as shown on the Drawings and as specified for the following prices and approximate quantities shown:

Item 1 For furnishing all material and equipment and performing all labor necessary for replacement of the Achasta Pump Station (excluding the cost of equipment listed in Item 2), removal of existing pumps, installation of new wetwell top slab and valve vault top slab, lining the wet well interior, electrical, mechanical, painting, fencing, grassing, gravel access drive, erosion control, and all other appurtenances, as shown on the Drawings and/or specified, the lump sum amount of:

\$338,575.00

Item 2 For furnishing and installing Major Mechanical Equipment

Equipment and Manufacturer	Price	Base Price
a. Submersible Pumps - Section 5		\$178,316.00
Mfr. <u>Xylem Water Solutions</u>	<u>\$178,316.00</u>	
Mfr. _____		

Subtotal Items 1 through 2, inclusive, the amount of:

\$516,891.00

EXTRA WORK, IF ORDERED BY ENGINEER

(To cover authorized changes in scope of lump sum work under Item No. 1)

ITEM

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3.	5	CY	CLASS 'A' CONCRETE WORK	\$250.00	\$1,250.00
4.			C.I. OR D.I. PIPE FITTINGS		
a.	0.1	TON	Bell and Spigot	\$2,500.00	\$250.00

EXTRA WORK, IF ORDERED BY ENGINEER

(To cover authorized changes in scope of lump sum work under Item No. 1)

ITEM

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
b.	0.1	TON	Mechanical Joint	\$3,500.00	\$350.00
c.	0.1	TON	Flanges	\$5,000.00	\$500.00
5.	12	CY	CRUSHED STONE STABILIZATION OR BEDDING (Including excavation and removal of unsuitable soil)	\$35.00	\$420.00

Subtotal, Items 3 through 5 inclusive, the amount of:

\$2,770.00

TOTAL AMOUNT BID, ITEMS 1 THROUGH 5, INCLUSIVE, THE AMOUNT OF:

\$519,661.00

ADDITIONS / DEDUCTIONS

D-1 To delete the Pump Station wetwell liner specified in Section 4.52

Deduct

No Bid

For furnishing all materials and performing all labor necessary for rehabilitation of the Achasta Pump Station Rehabilitation as shown on the Drawings and as specified for the following prices and approximate quantities shown:

Item 1 For furnishing all material and equipment and performing all labor necessary for replacement of the Achasta Pump Station (excluding the cost of equipment listed in Item 2), removal of existing pumps, installation of new wetwell top slab and valve vault top slab, lining the wet well interior, electrical, mechanical, painting, fencing, grassing, gravel access drive, erosion control, and all other appurtenances, as shown on the Drawings and/or specified, the lump sum amount of:

\$399,901.00

Item 2 For furnishing and installing Major Mechanical Equipment

Equipment and Manufacturer	Price	Base Price
a. Submersible Pumps - Section 5		\$160,000.00
Mfr. <u>Flygt</u>	<u>\$160,000.00</u>	
Mfr. <u>No Bid</u>	<u>No Bid</u>	
Subtotal Items 1 through 2, inclusive, the amount of:		\$559,901.00

EXTRA WORK, IF ORDERED BY ENGINEER

(To cover authorized changes in scope of lump sum work under Item No. 1)

ITEM

NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3.	5	CY	CLASS 'A' CONCRETE WORK	\$700.00	\$3,500.00
4. C.I. OR D.I. PIPE FITTINGS					
a.	0.1	TON	Bell and Spigot	\$7,250.00	\$725.00

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
b.	0.1	TON	Mechanical Joint	\$7,250.00	\$725.00
c.	0.1	TON	Flanges	\$7,850.00	\$785.00
5.	12	CY	CRUSHED STONE STABILIZATION OR BEDDING (Including excavation and removal of unsuitable soil)	\$72.00	\$864.00

Subtotal, Items 3 through 5 inclusive, the amount of:

\$6,599.00

TOTAL AMOUNT BID, ITEMS 1 THROUGH 5, INCLUSIVE, THE AMOUNT OF:

\$566,500.00

ADDITIONS / DEDUCTIONS

D-1 To delete the Pump Station wetwell liner specified in Section 4.52

Deduct

\$35,000.00

For furnishing all materials and performing all labor necessary for rehabilitation of the Achasta Pump Station Rehabilitation as shown on the Drawings and as specified for the following prices and approximate quantities shown:

Item 1 For furnishing all material and equipment and performing all labor necessary for replacement of the Achasta Pump Station (excluding the cost of equipment listed in Item 2), removal of existing pumps, installation of new wetwell top slab and valve vault top slab, lining the wet well interior, electrical, mechanical, painting, fencing, grassing, gravel access drive, erosion control, and all other appurtenances, as shown on the Drawings and/or specified, the lump sum amount of:

\$416,000.00

Item 2 For furnishing and installing Major Mechanical Equipment

Equipment and Manufacturer	Price	Base Price
a. Submersible Pumps - Section 5		\$159,000.00
Mfr. <u>Flygt</u>	<u>\$159,000.00</u>	
Mfr. _____		
Subtotal Items 1 through 2, inclusive, the amount of:		\$575,000.00

EXTRA WORK, IF ORDERED BY ENGINEER

(To cover authorized changes in scope of lump sum work under Item No. 1)

ITEM

NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3.	5	CY	CLASS 'A' CONCRETE WORK	\$300.00	\$1,500.00
4. C.I. OR D.I. PIPE FITTINGS					
a.	0.1	TON	Bell and Spigot	\$500.00	\$50.00

ITEM

NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
b.	0.1	TON	Mechanical Joint	\$500.00	\$50.00
c.	0.1	TON	Flanges	\$500.00	\$50.00
5.	12	CY	CRUSHED STONE STABILIZATION OR BEDDING (Including excavation and removal of unsuitable soil)	\$65.00	\$780.00

Subtotal, Items 3 through 5 inclusive, the amount of:

\$2,430.00

TOTAL AMOUNT BID, ITEMS 1 THROUGH 5, INCLUSIVE, THE AMOUNT OF:

\$577,430.00

ADDITIONS / DEDUCTIONS

D-1 To delete the Pump Station wetwell liner specified in Section 4.52

Deduct

\$30,000.00



CITY COUNCIL AGENDA REPORT

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

AGENDA ITEM DESCRIPTION:

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

HISTORY/PAST ACTION:

New Item

FINANCIAL IMPACT:

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

RECOMMENDATION:

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

SUGGESTED MOTIONS:

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

ATTACHMENTS:



CITY COUNCIL AGENDA REPORT

DATE: December 9, 2019
TITLE: Solid Waste Permit/ Franchise Fee
PRESENTED BY: Vince Hunsinger, Solid Waste Supervisor

AGENDA ITEM DESCRIPTION: Information Item Only: Staff intends to work with our legal counsel and Finance Department to begin development of a commercial franchise fee or permitting system for solid waste haulers within the City Limits. A more detailed description of an ordinance and franchise fee/permit system is planned for discussion at the upcoming retreat. In summary, our Solid Waste Consultant has recommended one of these programs, as they are common across the country and can help the city recover some costs related to the heavy truck traffic throughout the city as it relates to commercial haulers. With little effort on the city's part, a program like this can help create a diversified revenue stream for the Solid Waste fund and properly allocate revenues and expenses among various customer categories.

HISTORY/PAST ACTION:

New Item.

FINANCIAL IMPACT:

None at present. However, it is believed to be beneficial upon implementation. Currently, we're only recommending action from legal counsel.

RECOMMENDATION:

This item is for informational purposes only and a more formal request for action will come at a later date.

SUGGESTED MOTIONS:

None.

ATTACHMENTS:

None at this time.



CITY COUNCIL AGENDA REPORT

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

AGENDA ITEM DESCRIPTION:

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

HISTORY/PAST ACTION:

New item

FINANCIAL IMPACT:

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

RECOMMENDATION:

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

SUGGESTED MOTIONS:

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

ATTACHMENTS:



CITY COUNCIL AGENDA REPORT

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

AGENDA ITEM DESCRIPTION:

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

HISTORY/PAST ACTION:

FINANCIAL IMPACT:

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

RECOMMENDATION:

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

SUGGESTED MOTIONS:

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

ATTACHMENTS:



CITY COUNCIL AGENDA REPORT

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

AGENDA ITEM DESCRIPTION:

Please find the proposed update for the 2020 Tourism Contract. The purpose of this contract is to provide for tourism promotion services desired by the City and the Chamber. This document is identical to the 2019 Agreement for Tourism Development Services.

HISTORY/PAST ACTION:

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

FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval for signature by the Mayor.

SUGGESTED MOTIONS:

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

ATTACHMENTS:

2020 Agreement

AGREEMENT FOR TOURISM DEVELOPMENT SERVICES

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

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

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

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

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

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

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

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

Now therefore, the parties agree as follows:

1.

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

2.

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

3.

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

4.

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

5.

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

6.

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

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

7.

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

8.

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

9.

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

10.

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

11.

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

12.

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

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

13.

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

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

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

14.

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

15.

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

16.

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

17.

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

18.

This Agreement shall terminate on December 31, 2020.

In Witness Whereof, the parties have executed this agreement.

(SIGNATURES ON THE FOLLOWING PAGE)

CITY OF DAHLONEGA, GEORGIA

By: _____

Title: _____

Attest: _____

DAHLONEGA- LUMPKIN COUNTY CHAMBER OF COMMERCE, INC.

By: _____

Title: _____

By: _____

Title: _____



CITY COUNCIL AGENDA REPORT

DATE: December 19, 2019
TITLE: Dahlongega-Lumpkin County Chamber Inc. By-law Changes
PRESENTED BY: Bill Schmid, City Manager

AGENDA ITEM DESCRIPTION:

The accompanying item creates a new Article V for the By-laws of the Dahlongega-Lumpkin County Chamber of Commerce, Inc. The purpose of this change is to modify the structure of the Chamber of Commerce so a Tourism Board may provide tourism services to the City. This document was developed jointly with the Chamber of Commerce Executive Director, Robb Nicholls, and County Manager, Stan Kelley.

HISTORY/PAST ACTION:

In 2019 the City and County jointly created a Tourism Board within the Chamber of Commerce.

FINANCIAL IMPACT:

Undetermined. The City is contracting in 2020 with the Chamber for administration of tourism services by the Tourism Board.

RECOMMENDATION:

Consider for further edits or adoption as presented at the January 6th Regular Council Meeting

SUGGESTED MOTIONS:

ATTACHMENTS:

Article V By-laws

ARTICLE V

THE DAHLONEGA-LUMPKIN COUNTY CHAMBER & VISITORS BUREAU TOURISM BOARD

PART A - TOURISM BOARD OF DIRECTORS

Section 1 – Purpose, Duties, and Responsibilities; Compensation. The business and affairs of the Tourism Board shall be managed by a Board of Directors, subject to any restrictions imposed by law, by the Articles of Incorporation, or by these Bylaws. The purpose of this Board shall be to attract overnight tourists, visitors and individuals; to solicit groups, conventions, meetings, conferences, trade shows, exhibits, sports tournaments, expositions and special events to take place in the City or in the unincorporated County; to promote tourism and tourism-related development throughout the City and County through advertising, sales, publications, distribution of descriptive material and such other means as shall be necessary or expedient in target market areas, regionally, or globally; to become an example of excellence as a Destination Marketing Organization through the Georgia Association of CVB’s Benchmark of Excellence bronze, silver and gold certification program; in coordination with the Tourism Director submit an approved budget to the Dahlonega-Lumpkin County Chamber and Visitors Bureau Budget Committee consisting of an annual tourism strategic marketing and advertising plan no later than September 30. The directors shall serve without compensation.

Section 2 – Initial Tourism Board of Directors. The Tourism Steering Committee has recommended , and the Lumpkin County Board of Commissioners and the Dahlonega City Council has approved, an initial board of directors to serve for the seats and terms as follows:

Seat Number	Name	Term Expiration
Seat 1	Tony Owens	
Seat 2	Michele Kraft-DeBlois	
Seat 3	Stephen Smith	
Seat 4	Tammy Raye	
Seat 5	Tim Quigley	
Seat 6	Bill Hardman Jr.	
Seat 7	Dennis Hoover	
Seat 8	Peter Regan	
Seat 9	TBD	

Future boards of directors shall appointed as described in Section 3.

Section 3 – Composition. The Tourism Board of Directors shall consist of nine (9) Directors. The number of directors may be changed only when a full complement of -nine -board members are active and voting, and then only by a vote of six (6) board members or more in order to change the number of Directors. Board members associated with the following businesses (this list is illustrative rather than exclusive) shall be presumed to have a tourism nexus: lodging, dining, shopping, outdoor recreation, attractions, festivals, and events. There is no requirement that board members be members of the Chamber of Commerce. Accordingly, at any given time all, some or none of the Directors may, or may not, be Chamber members. Director members shall be as follows:

Two (2) directors appointed by the City Council of Dahlonega, Georgia, to represent the citizenry of the City of Dahlonega, Georgia, which person shall reside in Lumpkin County, Georgia. Such directors shall serve in Seat Number 1 and Seat Number 2. The City of Dahlonega’s voting representation in the Board of Directors is contingent upon the City of Dahlonega having an active and binding contractual relationship with the Dahlonega-Lumpkin County Chamber & Visitors Bureau. This is an annual services agreement, which requires ratification/approval by a voting majority of the Dahlonega City Council. Until such time that the City of Dahlonega enters into a contract with the Dahlonega-Lumpkin County Chamber & Visitors Bureau, these two (2) director positions shall remain vacant.

Two (2) directors appointed by the Lumpkin County Board of Commissioners to represent the citizenry

Commented [JE1]: What is the purpose of this language? Are the directors required to have a 'tourism nexus'? I didn't find any other mention of 'tourism nexus' in the document.

Commented [BS2R1]: Yes. The intent is for the directors to be related to Tourism, particularly for Seats 5-9. Please feel free to offer other appropriate language.

of the County of Lumpkin, Georgia, which person shall reside in Lumpkin County, Georgia. Such directors shall serve in Seat Number 3 and Seat Number 4. Lumpkin County's voting representation in the Board of Directors is contingent upon Lumpkin County having an active and binding contractual relationship with the Dahlonega-Lumpkin County Chamber & Visitors Bureau. This is an annual services agreement, which requires ratification/approval by a voting majority of the Board of Commissioners. Until such time that Lumpkin County enters into a contract with the Dahlonega-Lumpkin County Chamber & Visitors Bureau, these two (2) director positions shall remain vacant.

Five (5) directors elected by the Tourism Board to represent the tourism industry in the City of Dahlonega and Lumpkin County, Georgia area, each of such directors must either reside in Lumpkin County or own a business with its principal location in Lumpkin County. Such directors shall serve in Seats 5, 6, 7, 8 and 9.

The nine (9) Directors shall be responsible for the election of the Officers of the Tourism Board, as per Article V of the Bylaws. All Board members shall have equal votes. The following persons, not otherwise serving on the Board, shall serve as Ex-Officio Board Members for as long as they continue to hold the positions described and are invited (but not required) to attend all Board meetings and participate in discussion, but shall neither have voting privileges nor the privilege of submitting motions:

President of the Chamber
Tourism Director of the Chamber
Mayor of the City of Dahlonega or their Designated Representative
Chairperson of the Lumpkin County Board of Commissioners or their Designated Representative
City Manager of the City of Dahlonega
County Manager of Lumpkin County
Executive Director of the Lumpkin County Development Authority
Executive Director of the Dahlonega Downtown Development Authority

Section 4 – Conflicts of Interest. Directors shall disclose personal relationships (including material friendships), investments and sources of income or gifts that may present a conflict of interest in a director's decision making and shall abstain from participation in deliberations or decision making when any such conflicts exist.

Section 5 – Term of Office. The Initial Board of Directors shall serve staggered terms as follows: Three (3) of the directors shall have a term of one (1) year; Three (3) of the directors shall have a term of two (2) years; Three (3) of the directors shall have a term of three (3) years. These term allocations shall only be applicable to the initial Tourism board of directors. Thereafter, all directors shall serve three (3) year terms, unless filling a vacated Board seat and serving the remaining term. No member may be elected to more than two (2) full consecutive terms. After an absence of one (1)- year, a Director can be eligible for election again.

Section 6 - Oath. Each Director, before assuming the duties of his office, shall sign the following Oath, which shall be retained with the records of the Board; "I, _____, do solemnly swear that I will, to the best of my ability, without favor or affection to any person, faithfully and fairly discharge all of the duties and responsibilities that devolve upon me as a Director, during the term of my service as such."

Section 7 – Tenure. Newly elected Tourism Board of Directors' duties will begin January 1. Retiring Directors and officers will be recognized at the Dahlonega-Lumpkin County Chamber & Visitors Bureau Annual Meeting.

Section 8 – Attendance & Vacancies. A director who shall be absent from three (3) regular meetings of the Tourism Board of Directors within any twelve (12) month consecutive period shall be subject to be dropped from membership on the Tourism Board. Vacancies on the Tourism Board of Directors may be filled by appointment for the remaining term of the vacancy either by vote of the Board of Directors with nominations made by the Chairperson, appointment by the Mayor and City Council of Dahlonega, Georgia, or by the Lumpkin County Board of Commissioners based on the composition of the Tourism Board of Directors as outlined in Section 3. If the Chairman of the Board of Directors resigns, they may do so by presenting written notice to the Vice Chairman of the Board of Directors who may accept the resignation upon approval of the full Board. A vacancy in any office because of death, resignation (in writing to the Chairman), removal,

disqualification or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term of such office as soon after the occurrence of such vacancy as may be convenient

Section 9 – Suspension, Termination & Resignation. Any member of the Board of Directors may be suspended from duty upon written notification by the Executive Committee, pending due process for termination.

Any member of the Board of Directors may be removed from office by a majority vote of the full voting membership of the Board of Directors at any regular or called meeting of said Board, provided that at such meeting sufficient evidence is presented by any member of the Corporation which clearly demonstrates that the elected individual has not fulfilled the duties of the office to which he or she was elected, and therefore his or her continued occupancy of the office would be prejudicial to the best interest of the Corporation.

Charges will be presented to the Executive Committee, which, upon a finding of cause, will give email or written notice of the charges to the Board and Officer or Director in question, at least five (5) business days prior to the Board meeting at which a vote by the Board is to be taken. Such notice will be signed by the Chairman of the Board of Directors. At the meeting, all evidence will be presented and the Officer or Director in question will be given an opportunity to show cause why his or her term of office should not be terminated.

Any member of the Board of Directors may resign their position at any time by submitting the resignation in writing to the Chairman, Board of Directors. The resignation can be accepted by the Chairman without approval of the full Board.

Actions of suspension, termination or resignation involving direct appointees of the City or County shall be in the form of a recommendation and shall not become final until ratified by the respective body.

Section 10 – Meetings. The Board of Directors shall meet monthly in regular meetings at noon in the principal office of the Chamber on the third Wednesday of each month unless otherwise specified. The Chairperson of the Tourism Board or any two (2) directors may call other such meetings as deemed necessary. The site of the Board meeting may be at a location other than the principal office of the Chamber at the discretion of the Chairperson of the Board. Notice of all Board meetings (other than regular meetings pre-scheduled in accordance with the first sentence of this section) shall designate the time and place of such meetings and shall be mailed or emailed to each Board member not less than seven (7) days prior to each meeting date.

Section 11 - Agenda. Any member of the Board of Directors may place an item of business on the agenda of meetings of the Board of Directors or on the agenda of any committee meeting by notifying the Executive Director by 12:00 p.m. on the day preceding the date of the meeting of the Board of Directors or the committee.

Section 12 - Conduct of Meetings. The Chairman, and in his or her absence, the Vice Chairman, and in their absence, any director chosen by the directors present, shall conduct meetings of the Board of Directors. The transaction of parliamentary business coming before the Board of Directors shall be generally governed by Roberts' Rules of Order, Newly Revised. Meetings shall be conducted in accordance with O.C.G.A. 50-14-1 to the extent applicable, unless the combined funding from the City and County is less than 33 1/3 percent of the operating budget of the Tourism Board.

Section 13 – Quorum. The presence of a majority of the voting members of the Board shall be necessary to constitute a quorum. A member is counted as present if the member has the ability to hear the entirety of the discussion and the ability to participate in the discussion.

Section 14 – Open Meetings and Records. By virtue of its funding sources and contemplated contract amounts,

the Tourism Board, and likely also the Chamber of Commerce, is a qualifying agency requiring compliance with Open Meetings and Open Records Act requirements as found at OCGA 50-14-1 (a) (1) (E). As such, Action by Written Consent is not permitted.

Section 15 – Reports. The Tourism Board shall provide to the funding partners (City and/or County) such reports as they may from time-to-time or routinely request.

PART B - TOURISM BOARD OFFICERS

Section 1 – Definitions. The officers of the Tourism Board shall consist of a Chairperson of the Board, Chairperson-Elect, Secretary, Treasurer, and Past Chair. These five (5) Officers of the Tourism Board are also members of the Tourism Board of Directors and shall have full voting privileges.

Section 2 – Term of Office. All officers are elected annually by the Executive Committee by the June meeting, to be presented for approval by the Tourism Board of Directors no later than the July meeting, and shall serve for a term of one year to begin on January 1 with a potential extension of the term to accommodate an additional Officer position with a maximum of a three (3) year term. At the end of the Officer position, the remaining vacated Board position will be filled in accordance to Section 7. An Officer cannot fill multiple Officer Positions to extend beyond two consecutive terms.

Section 3 – Qualifications. Other than the initial slate of officers upon formation, officers must be members of the Tourism Board of Directors for a minimum of one year, or majority thereof, in order to serve as an officer. The office of Chairperson-Elect should be selected from those members with prior service on the Executive Committee.

Section 4– Duties of the Officers.

- A. Chairperson of the Board.** The Chairperson of the Tourism Board shall preside at all meetings of the Tourism Board of Directors and Executive Committee. The Chairperson of the Tourism Board or Tourism Director, if so designated by the Board shall serve as the official spokesperson for the Tourism Board to civic and governmental agencies and other appropriate audiences. The Chairperson of the Board shall, with the advice and counsel of the President and Chairperson-Elect, determine all committees, select all chairpersons and assist in the selection of committee personnel. The Chairperson, with the Chairperson-Elect, shall, at least annually, review the performance of the Tourism Director.
- B. Chairperson-Elect.** . In the absence of the Chairperson, the Chairperson-Elect shall exercise the powers, authority, and perform the duties of the Chairperson of the Tourism Board. In the absence of the Chairperson of the Tourism Board, the Chairperson-Elect shall also serve as Chairperson on such committees as may be designated by the Chairperson of the Board. The Chairperson-Elect, with the Chairperson, shall, at least annually, review the performance of the Tourism Director. The Chairperson-Elect shall take over as the Chairperson on January 1 of the following year.
- C. Secretary.** The Secretary shall maintain a proper record of the minutes and proceedings of the Tourism Board of Directors as public records; shall attend each Tourism Board of Directors meeting and make a proper record of the business transacted at such meetings; shall supervise and direct the compilation of statistics and information of commercial, civic and municipal value; preserve all books, records and minutes of the Tourism Board; and maintain a list of all committees appointed by the Chairperson. The Secretary shall also provide correspondence necessary for the operation of the Tourism Board and perform all other duties prescribed by the Tourism Board of Directors.
- D. Treasurer.** The Treasurer shall ensure that the Tourism Board adheres to appropriate accounting procedures and maintains financial records for audits and direct completion of audits. The Treasurer shall oversee the safeguarding of all funds received by the Chamber for the purpose of the promotion of Tourism and for their proper disbursement. Such funds shall be kept on deposit in financial institutions approved by the Tourism Board of Directors. The Treasurer shall assist and counsel with the President and Tourism Director in the

preparation of an operating budget for the promotion of tourism in Dahlonega and Lumpkin County, Georgia.

E. Past Chair – Other than in the first year of formation, when this position may be voted upon, this officer shall be the Chairperson from the immediately prior year.

PART C - EMPLOYEES

Section 1. *Employees Generally.* The Tourism Director may hire, discharge, compensate, provide training and other benefits, provide space for and equip such direct Tourism employees as are approved annually by the funding partners (City and County) and approved budget, provided, however, that the Executive Committee shall have been consulted prior to the hiring or discharging of any employee making in excess of \$20,000 per year (or equivalent). In the alternative the Tourism Board may contract for such labor or expertise from the Chamber, or other parties, as it deems necessary to efficiently accomplish its objectives pursuant to its contract(s) with funding partner(s) consistent with approved budgets. The Tourism Director shall have authority to set the amount of compensation for any and all employees and/or subcontractors consistent with approved budgets. All requests for budget modification, including adjustments to employee and/or subcontractor compensation shall be submitted to the Board of Directors for vote.

Section 2 - *Employee Officer.* The Tourism Board may hire, compensate, provide training and other benefits, provide space for and equip a Tourism Director to lead the Board on a day-to-day basis and function as an officer of the Chamber for other purposes. The Board of Directors shall also have the power to terminate said director by a vote of no less than seventy-five (75) percent of director votes in favor of termination. Such employee director shall be a non-voting ex officio member of the Board and have the duties and compensation as determined by the Board of Directors. The Tourism Director shall prepare notices and agendas of the meetings of the Dahlonega-Lumpkin County Chamber and Visitors Bureau Tourism Board. The Tourism Director shall serve as advisor to the Chairperson of the Dahlonega-Lumpkin County Chamber and Visitors Bureau Tourism Board. The Tourism Director shall assemble information and prepare special reports as directed. With the assistance of the Chairperson of the Dahlonega-Lumpkin County Chamber and Visitors Bureau Tourism Board, the Tourism Director shall be responsible for administration of the programs of the Tourism Board in accordance with the policies and regulations of the Dahlonega-Lumpkin County Chamber and Visitors Bureau Board of Directors. The Tourism Director shall, with the Dahlonega-Lumpkin County Chamber and Visitors Bureau Tourism Board Treasurer, be responsible for the preparation of an operating budget covering the promotion of tourism in Lumpkin County, Georgia, subject to approval of the Dahlonega-Lumpkin County Chamber and Visitors Bureau Tourism Board of Directors and the Dahlonega-Lumpkin County Chamber and Visitors Bureau Board of Directors; the Tourism Director shall serve at the pleasure of the Dahlonega-Lumpkin County Chamber and Visitors Bureau Tourism Board of Directors and shall be a non-voting member of the Dahlonega-Lumpkin County Chamber and Visitors Bureau Board of Directors, the Tourism Board of Directors, the Dahlonega-Lumpkin County Chamber and Visitors Bureau Executive Committee, the Tourism Executive Committee, and all other tourism-related committees.

PART D - TOURISM BOARD COMMITTEES

Section 1 – *Appointments.* The Tourism Board of Directors may appoint such standing and ad hoc committees and their chairpersons as deemed necessary to carry out the programs of the Tourism Board. Committee chairperson appointments shall be at the will and the pleasure of the Board. . It shall be the function of such committees to make investigations, conduct studies and hearings, make recommendations to the Tourism Board of Directors, and to carry on such activities as may be delegated to such committees by the Tourism Board of Directors.

Section 2 – *Executive/Search/Personnel Committee.* The Officers shall serve as the Tourism Executive Committee, which Committee will also serve as the Search and Personnel Committees. The President of the

Chamber shall serve as a non-voting ex officio member of this combined committee . It shall be the duty of such Committee to report monthly to the Tourism Board such acts as it may take involving the Tourism Board. The Chairperson of the Tourism Board shall serve as Chairperson of the Tourism Executive Committee. As needed, the Tourism Executive Committee shall serve as a Search Committee, chaired by the Chairperson of the Tourism Board at the time of vacancy, for recruiting and interviewing candidates for the position of Tourism Director. They shall report their recommendation of their selection and suggested annual salary to the Tourism Board of Directors.

The Tourism Executive Committee shall review the wage and salary benefits of the Tourism Director and make recommendations to the Budget Committee.

The Chairperson-Elect shall serve as Chairperson when the Executive Committee meets as the Personnel Committee. It shall be the function of this committee to perform those duties as defined by the Chamber Employee Handbook with relation to Tourism personnel issues.

Section 3 – Nominating Committee. The Chairperson of the Tourism Board shall appoint no later than the July Tourism Board meeting a Nominating Committee consisting of three (3) directors, including the Chairperson Elect. No later than the August meeting following its appointment, the Nominating Committee shall present to the Chairperson-Elect its slate of nominees for directors that (i) such slate shall consist of the number of directors to be elected in alphabetical order, and (ii) the slate shall take into account the requirements of Article V, Part A, Section 3.

Section 4 – Budget Committee. The Tourism Board of Directors shall appoint by election no later than the March Board meeting a Budget Committee consisting of no less than three (3) directors, including the Treasurer. The Budget Committee shall be charged with communicating with the Tourism Board’s accountant, recommending financial policies to the Tourism Board of Directors, and providing financial oversight for the Tourism Board. The Budget Committee shall prepare, in coordination with the Tourism Director, and submit an annual budget to the Tourism Board for transmittal and consideration by the funding partners no later than the respective budget deadlines of the funding partners, in accordance with such requirement as found at OCGA Sec. 48-13-51 (a) (9) .

Section 5 – Sales-Prospecting Committee. If formed, the Sales-Prospecting Committee shall be charged with assisting Tourism staff with developing lists for recruitment of local meetings and groups that will encourage overnight stays.

Section 6 – Product Development Committee. If formed, the Product Development Committee shall guide the Tourism Board’s efforts in working with community partners on potential tourism product development projects (tourism-related capital improvement projects) as found at OCGA Sec. 48-13-50.2 (6).

Section 7 – Marketing Committee. If formed, the Marketing Committee shall coordinate development, acquisition, and maintenance of way finding signage with City, County, State, and business leaders who are stakeholders in this effort. In addition, the Marketing Committee shall promote, create, and maintain the corporation’s online presence via its website and various social media platforms.

Section 8 – Limitation of Authority. No action by any member or committee shall be binding upon or constitute an expression of the policy of the Chamber until such actions have been approved or ratified by the Dahlenega-Lumpkin County Chamber and Visitors Bureau Board of Directors.

Section 9 – Quorum. A majority of the named committee members shall constitute a quorum except that when a committee consists of more than nine (9) members, five (5) shall constitute a quorum.

Section 10 – Committee Termination. Any committee created under this Article V shall serve at the pleasure of the current Chairperson of the Board or until the purposes for which the committee was appointed have been completed.

PART E. AMENDMENTS

Section 1 – Amendment Process. By-laws contained within Article V may be altered, amended, or repealed in whole or in part upon the affirmative vote of two-thirds of the persons serving as Directors, upon ratification by the Chamber as otherwise provided for amendments to their by-laws, and shall take effect upon ratification by the funding partner(s).

DRAFT



CITY COUNCIL AGENDA REPORT

DATE: December 19, 2019
TITLE: Occupancy Agreement for City County Building
PRESENTED BY: Bill Schmid, City Manager

AGENDA ITEM DESCRIPTION:

The accompanying document establishes a mechanism for the monthly payment of fair market rent by the Chamber of Commerce for its use of the City's portion of the joint City/County Building. The agreement contains language which addresses responsibilities for upkeep, maintenance, and repairs, as well as a requirement for insurance coverage of the building and its contents. An agreement of this type is necessary for the City to avoid the granting of a gratuity.

HISTORY/PAST ACTION:

Commonly known as the "Chamber Building", the structure at ____ South Park Street is actually owned jointly by the City and County. The building was constructed in ____ to replace a previously existing Welcome Center operated by the City.

FINANCIAL IMPACT:

\$6,000 per year to be paid from non-tourism funds of the Chamber. No rent is charged for the Visitor Center portion of the building.

RECOMMENDATION:

Approval for execution by the Mayor.

SUGGESTED MOTIONS:

I move that the Occupancy Agreement be approved as presented.

ATTACHMENTS:

2020 Occupancy Agreement

CITY-COUNTY BUILDING OCCUPANCY AGREEMENT

This Agreement is made on this _____ day of _____, 2020. Between The City of Dahlonega, a Georgia Municipal Corporation (LANDLORD) whose address is 465 Riley Road, Dahlonega, GA 30533 and The Dahlonega-Lumpkin County Chamber of Commerce, Inc. a private sector nonprofit organization organized under the laws of Georgia (TENANT) The word "TENANT" refers to the Tenant named above.

1. **PROPERTY:** TENANT agrees to rent from LANDLORD and LANDLORD agrees to rent to TENANT the City's undivided one-half interest in the building located at 13 South Park Street, Dahlonega, GA 30533, and identified as the City-County Welcome Center Building (the PREMISES).
2. **TERM:** The term of this Agreement is for one year starting on January 1, 2020 and ending on December 31, 2020.
3. **RENT:** The TENANT agrees to pay \$1250.00 as rent, to be paid as follows:
As to the upper floor, \$500.00 is due, in advance, on the first day of each month. The first payment of rent is due January 1, 2020. The TENANT must pay a late charge of \$50.00 for each payment that is more than five (5) days late. This charge is due with and shall be considered to be a part of the monthly rent payment for the month in which the rent was paid late. As to the street level floor, the rental of \$750.00 shall be deemed paid to the City so long as a valid contract for tourism development services is in effect between the City of Dahlonega and the Dahlonega-Lumpkin County Chamber of Commerce, Inc.; however, if no contract is in effect, the sum of \$750.00 shall be paid monthly consistently with the terms expressed herein as to the rental for the upper floor.
4. **USE OF THE PREMISES:** The TENANT may use the PREMISES only as a Chamber of Commerce and welcome center facility.
5. **UTILITIES:** The TENANT will pay for all utilities.
6. **PAYMENTS BY LANDLORD:** If the TENANT fails to comply with the terms of this Agreement, the LANDLORD may take any required action and charge the cost, including reasonable attorney fees, to the TENANT. Failure to pay such costs upon demand is a violation of this Agreement.
7. **DESTRUCTION OF PREMISES:** If the PREMISES are totally destroyed through no fault of the TENANT, the TENANT's employees or TENANT's visitors, then the Agreement will end and the TENANT will pay rent up to the date of destruction.

8. **INTERRUPTION OF SERVICES:** The LANDLORD is not responsible for any inconvenience or interruption of services due to repairs, improvements or for any reason beyond the LANDLORD's control.
9. **ALTERATIONS:** The TENANT must get the LANDLORD's prior written consent to alter, improve, paint or wallpaper the PREMISES.
10. **COMPLIANCE WITH LAWS:** The TENANT must comply with laws, orders, rules and requirements of governmental authorities and insurance companies which have issued or are about to issue policies covering the PREMISES and/or its contents.
11. **NO WAIVER BY LANDLORD:** The LANDLORD does not give up or waive any rights by accepting rent or by failing to enforce any terms of this Agreement.
12. **NO ASSIGNMENT OR SUBAGREEMENT:** The TENANT may not sublease the PREMISES or assign this Agreement without the LANDLORD's prior written consent.
13. **ENTRY BY LANDLORD:** Upon reasonable notice, the LANDLORD may enter the PREMISES to provide services, inspect, repair or improve the property. In the event of emergency no consent is required.
14. **QUIET ENJOYMENT:** The TENANT may use and use the PREMISES without interference subject to the terms of this Agreement.
15. **HAZARDOUS USE:** The TENANT will not keep anything in the PREMISES which is dangerous, flammable, explosive or which might increase the danger of fire or any other hazard, or which would increase LANDLORD's fire or hazard insurance.
16. **INJURY OR DAMAGE:** The TENANT will be responsible for any injury or damage caused by the act or neglect of the TENANT, the TENANT's employees or TENANT's visitors. The LANDLORD is not responsible for any injury or damage unless due to the negligence or improper conduct of the LANDLORD.
17. **NOTICES:** All notices provided by this Agreement must be written and delivered personally or by certified mail, return receipt requested, to the parties at their addresses listed above, or to such other address as the parties may from time to time designate. Notices to the LANDLORD must also be sent to the LANDLORD's agent listed above (if any).
18. **VALIDITY OF AGREEMENT:** If a clause or provision of this Agreement is legally invalid, the rest of this Agreement remains in effect. If a clause or provision of this Agreement is ambiguous, and it may be interpreted in a manner either consistent or inconsistent with existing law, it shall be interpreted in a manner consistent with existing law.

19. **PARTIES:** The LANDLORD and each of the TENANTS are bound by this Agreement. All parties who lawfully succeed to their rights and responsibilities are also bound.

20. **TENANT'S ACKNOWLEDGMENT:** The TENANT acknowledges having read all of the terms and conditions of this Agreement and the attached rules and regulations. TENANT acknowledges that no oral representations have been made to him by the LANDLORD or the LANDLORD's agent(s) other than the representations contained in this Agreement. The TENANT acknowledges that he is relying only upon the promises and representations contained in this Agreement.

21. **ENTIRE AGREEMENT:** All promises the LANDLORD has made are contained in this written Agreement. This Agreement can only be changed by an agreement in writing by both the TENANT and the LANDLORD.

22. **SIGNATURES:** The LANDLORD and the TENANT agree to the terms of this Agreement. If this Agreement is made by a corporation, its proper corporate office

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed and their seals to be affixed as to Landlord, this _____ day of _____, 2019, As to Tenant, this _____ day of _____, 2019.

LANDLORD:

WITNESS:

THE CITY OF DAHLONEGA

NOTARY

By: _____
Name: Sam Norton
Title: Mayor

[SEAL]

TENANT:

THE DAHLONEGA-LUMPKIN
COUNTY CHAMBER OF
COMMERCE, INC.

WITNESS:

NOTARY

By: _____
Name: Robert Nichols
Title: CEO

[SEAL]



CITY COUNCIL AGENDA REPORT

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

AGENDA ITEM DESCRIPTION:

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

HISTORY/PAST ACTION:

These functions have been staffed internally.

FINANCIAL IMPACT:

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

RECOMMENDATION:

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

SUGGESTED MOTIONS:

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

ATTACHMENTS:

W/WW Treatment Plant Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

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

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

[EXECUTION ON FOLLOWING PAGE]

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

THE CITY OF DAHLONEGA

By: _____

Name: Bill Schmid

Title: City Manager

JARRARD WATER SERVICES, INC.

By: _____

Name: John A. Jarrard

Title: CFO, CEO & Secretary

APPROVED AS TO FORM:

By: _____

Name: J. Douglas Parks

Title: City Attorney

REVIEWED BY:

By: _____

Name: Sam Norton

Title: Mayor

EXHIBIT A – SERVICES

1. Scope of Services

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

2. Insurance Requirements:

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

3. License Requirements:

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