

CITY OF DAHLONEGA Council Work Session- Amended Agenda January 17, 2023, 4:00 PM Gary McCullough Council Chambers, Dahlonega City Hall

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

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

#### OPEN MEETING

#### APPROVAL OF AGENDA

**BOARDS & COMMITTEES:** 

- Cemetery Committee—December 2022 Chris Worick, Committee Chairman
- 2. Downtown Dahlonega December 2022
  - Ariel Alexander, Downtown Manager

TOURISM: Sam McDuffie, Tourism Director DEPARTMENT REPORTS:

- 3. City of Dahlonega Police Department December 2022 George Albert, Chief of Police
- Community Development December 2022
  Jameson Kinley, Planning and Zoning Administrator
- Finance and Administration Department December 2022 Allison Martin, Finance Director
- Public Works—December 2022
  Mark Buchanan, PW Director/City Engineer
- 7. Water & Wastewater Treatment Department Report December 2022 John Jarrard, Water/Wastewater Treatment Director

#### ITEMS FOR DISCUSSION:

- Happy Hollow & Hwy 52 Water Main Engineering Contract Mark Buchanan, City Engineer
- Request for Proposal for Rental Management at the Head House Mary Csukas, DDA Director
- <u>10.</u> Applications for appointment to the DDA Mary Csukas, DDA Director

COMMENTS – PLEASE LIMIT TO THREE MINUTES

- **Clerk Comments**
- City Manager Comments

City Attorney Comments City Council Comments Mayor Comments ADJOURNMENT



Report Title:	Cemetery Committee—December 2022
Report Highlight:	There has been little action regarding cemeteries over the month of December. Last month's report is repeated below.
Name and Title:	Chris Worick, Committee Chairman

#### Recently Completed:

• Charles Courtenay grave repair



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

#### Underway:

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





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

#### Organization:

- Scheduled annual retreat for Thursday, January 12, 2023, at the Holiday Inn Express downtown.
- Mailing renewal letters to those participating in the Wayfinding sign program.
- The Kilwins façade application met all the requirements, and they were approved for work to begin.
- Mailing participation letters to property owners not yet participating in our historic bronze plaque program.
- Distributed a downtown business owner survey in preparation for the annual planning retreat in January 2023.
- Planned sessions in conjunction with the Chamber's Leadership Lumpkin Economic Development class.
- Mailed wayfinding sign renewal notices to business owners. Annual maintenance fees will be due on February 28, 2023.

#### Promotion:

- Updated the schedule for the 2023 Programs on the dahlonegadda.org website.
- Continuing grand opening planning of the Head House.
- Working on adding a digital version of the DDA walking tour to the DDA website.
- Finalized the program sponsorship levels for 2023 and published sponsorship form.
- Continuing joint advertising efforts between the Chamber, UNG, and Lumpkin County School System.
- Met with the Dahlonega Christmas Committee for planning of annual Christmas activities.

#### Economic Vitality:

- Maintaining a "downtown database" for available properties, prospective tenants, and current property owners.
- Parking Committee met and drafted a list of suggested changes to city ordinance 2022-16. These were to be relayed via Community Development to the Planning Commission.

#### Design:

- Working to upload all historical images of buildings to the DDA website as a resource for preservation and restoration in future projects.
- 147 N. Park Street committee met and discussed new proposals and scheduled their next meeting for after the new year.
- Began drafting a request for proposal for the installation of a outdoor downtown speaker system in line with our 2023 budget.



### **Event Sponsorship Form**

Promote your business by sponsoring a community event in downtown Dahlonega!

#### **Business Information**

**Business / Organization Name** 

Contact Information	
Name:	Date:
Email:	Phone:
<b>Choose Sponsorship Packages</b> You may choose one or more – descriptions for each o	category can be found on the following page.
Downtown Dahlonega Program Sponsor - \$2,500	Main Street Movies Series - \$5,000
First Friday Concert Series - \$7,000	Main Street Movies: May - \$1,600
First Friday Concert: May - \$1,200	Main Street Movies: June - \$1,600
First Friday Concert: June - \$1,200	Main Street Movies: July - \$1,600
First Friday Concert: July - \$1,200	Main Street Movies: August - \$1,600
First Friday Concert: August - \$1,200	Main Street Movies: September - \$1,600
First Friday Concert: September - \$1,200	Dahlonega Farmers Market Season- \$1,000
First Friday Concert: October - \$1,200	Scares on the Square- \$500
Appalachian Jam Series - \$7,000	Dahlonega 4 <sup>th</sup> of July Silver - \$1,500
One Session Appalachian Jam - \$300	Dahlonega 4 <sup>th</sup> of July Gold - \$3,000
Custom Amount: Progr	am Year:

Which program you would like to donate to: \_\_\_\_\_

Please send a high-resolution business or organization logo image for us to use on media and promotional materials to salexander@dahlonegadda.org. *Png, svg, eps, or ai file types preferred.* 

#### Downtown Dahlonega Program Sponsor:

Partner with Downtown Dahlonega to help enrich our community. This fund will go towards long term promotion, beautification, historic preservation, and small business development projects.

- Name, logo, and website link on Downtown Dahlonega Website
- Annual recognition as a downtown partner at all events and functions
- Promotion as a program supporter on all social media

#### First Friday Concert Series Sponsor:

Dahlonega's First Friday Night Concerts are held during the summer months and into the fall (May-October) in Hancock Park, a block off the historic Dahlonega Square.

- Name, logo, and website link on Downtown Dahlonega Website
- Recognition at all concerts
- A booth for your business at all concerts
- Promotion as a program supporter on all social media

#### First Friday Concert Month Sponsor:

- Recognition at sponsored concert
- A booth for your business at sponsored concert
- Name on Downtown Dahlonega website

#### Appalachian Jam Series Sponsor:

A weekly afternoon of fun with North Georgia's mountain music pickers and singers playing folk music throughout Downtown Dahlonega from April to October.

- Name, logo, and website link on Downtown Dahlonega Website
- Recognition at each jam session

#### **Main Street Movies Series:**

Friday night movies in Hancock Park for the months of June, July, & August.

- Name, logo, and website link on Downtown Dahlonega Website
- A booth for your business at all movies

#### Main Street Movies Month Sponsor:

- A booth for your business at sponsored movie
- Name on Downtown Dahlonega website

#### Dahlonega Farmers Market Season:

- A booth space for your business at each market
- Name, logo and website link on Downtown Dahlonega website

#### Scares on the Square: Downtown Dahlonega Trick-or-Treat

- A booth for your business at the trick or treating event
- Name, logo and website on Downtown Dahlonega website

#### Dahlonega 4<sup>th</sup> of July Silver Sponsor:

- Name, logo, and website link on Downtown Dahlonega Website
- Recognition at the firework show
- Recognition at the 4<sup>th</sup> of July parade

#### Dahlonega 4<sup>th</sup> of July Gold Sponsor:

- Name, logo, and website link on Downtown Dahlonega Website
- Recognition at the firework show
- Recognition at the 4<sup>th</sup> of July parade
- Free parade Entry
- A booth for your business at the drill field

\*No goods or services were provided by the DDA.\*



Report Title:City of Dahlonega Police Department – December 2022Report Highlight:New Police Officer HiredName and Title:George Albert, Chief of Police

Recently Completed

- Hired Nicholas Weathington as full time Police Officer
- Christmas Parade
- Reindeer Dash 5K for LLC 2023 class
- Attended special events on private property discussions

#### Underway:

- · Members are conducting checks of businesses in the community
- · Selective traffic enforcement in various areas to seek voluntary compliance
- Code Officer Grindle is addressing various Code issues in community for compliance
- Lumpkin Leadership 2023
- Ensuring citizen "safe travels" during winter weather events with a visible presence in hazardous areas
- Proactive concentrated patrols in areas that have multiple reports of traffic violations
- School Zone enforcement

### **Dahlonega Police Department End of Year Report**





	Jan	Feb	March	April	May	June	July	August	September	October	November	December
Traffic Stops Extra	58	71	94	62	108	97	85	95	102	81	59	45
Patrol	138	192	175	146	178	284	256	220	225	208	224	185
Citations	7	20	21	24	16	15	16	27	19	22	12	11
Arrests Parking	2	5	5	7	10	4	9	6	4	9	4	4
Citations Parking	34	32	56	19	40	44	26	52	42	65	43	48
Warning Traffic	1	8	13	9	6	3	9	7	3	6	1	2
Accidents Code	5	12	15	13	15	6	12	15	20	23	16	17
Comp Viol										31	47	11
	Jan	Feb	March	April	May	June	July	August	September	October	November	December
Total CFS	405	418	497	389	520	560	530	536	548	569	458	443

### DPD Daily Activity Report Printed on January 1, 2023

Number of Calls for Service: 443 **Incident Reports: 19 Accident Reports: 5 Traffic Stops: 45 Juvenile Complaint: 0 Criminal Trespass: 1 Domestic Problem: 3** Vehicle Unlock: 9 **Traffic Citations Issued: 11 Traffic Warnings Issued :8** Shoplifting: 0 **Disorderly Conduct: 3 Underage Consumption: 0 Parking Citations Issued: 48 Animal Complaint: 6 Public Drunk: 0 Traffic Fatalities: 0** Motorist Assist: 11 Accidents to GSP: 3 **Trouble Alarms: 12** DUI: 0 K-9 Assists: 0

DUI to GSP: 0 Arrests: 4 Stolen Vehicle: 2 Officer Assist LCSO: 7 Funeral Assist: 4 Officer Assist Other: 6 Other: 29 Welfare Check: 9 Extra Patrol: 185



Report Title:	Community Development – December 2022
Report Highlight:	End of Year
Name and Title:	Jameson Kinley, Planning and Zoning Administrator

#### Projects Underway:

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

#### Approved Not Started:

- 1. The Ridge
  - Summit Drive
- 2. The Peaks
  - o Morrison Moore across from Summit
- 3. Mr. Clean Carwash
  - o 45 Morrison Moore
  - Behind Moe's
- 4. Sherman Green Phase 3
  - o Vickery Drive
  - Approved, awaiting building plans

#### Near Term:

- 1. The Summit Phase 2
  - Summit Drive
  - Resubmitted and under review
- 2. Mountain Music Park
  - o Stoneybrook Dive
  - Awaiting Resubmittal for second review
- 3. St. Peter Lutheran Church
  - 3460 South Chestatee Street
  - Building Plans in review

#### Upcoming:

- 1. Chick fil a
  - a. Discussions of plans for drive-thru/parking improvements

#### Under Construction

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

#### Potential Construction (Not yet began construction)

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

#### Updates:

- Historic Preservation Committee
  - Approved COA in December for painting of Kilawin's Wall
- Planning Commission
  - o Canceled December's Voting Session for lack of discussion.
  - Will meet January to discuss parking
- Housing Needs Assessment
  - o Final report submitted and being reviewed by staff

	Oct	Nov	Dec	Total
Annexation Application				0
Building Permit - Commercial	4		4	8
Building Permit - Residential	8	6	4	18
Home Occupation Form				0
Certificate of Appropriateness			1	1
Cemetery/Columbarium - Purchase	4		2	6
Demolition Permit	3			3
Final Plat				0
Land Disturbance Permit	2			2
Minor Final Plat			2	2
Outside Sales and Dining				0
Pool/Spa Permit				0
Preliminary Plat				0
Open/Close of Cemetery Lot	3	5	3	11
Rezoning Permit		1		1
Short-Term Rental Application		1	3	4
Sign Permit	2	1	4	7
Tree Removal Permit	2		1	3
Variance Application	1			1
Visitation Cemetery Application				0
Zoning Verification Letter Request	1			1
Total	30	14	24	68
Inspections	140	174	96	410
Re	venue			
	Oct	Nov	Dec	Total
Occupational Tax	\$ 515.87	\$ 3,336.18	\$ 7,930.00	\$ 11,782.05
Permits/Cemetery	\$28,360.16	\$14,513.75	\$512,224.29	\$555,098.20



Report Title:	Finance and Administration Department – December 2022
Report Highlight:	Audit fieldwork completed.
Name and Title:	Allison Martin, Finance Director

#### Recently Completed:

- 2<sup>nd</sup> analysis of leak adjustments for three years to separate water and sewer charges and returned data to Serveline for repricing.
- Initial preparation for utility retreat.
- Training on lead service lines.
- RFPs for the new website consultant are under review

#### Underway:

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

#### Near Term:

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



Report Title:Public Works—December 2022Name and Title:Mark Buchanan, PW Director/City Engineer

Recently Completed:

• South Chestatee turn lane and UNG entrance reconfiguration.



 Completion of resurfacing at the site of the new SS main installation on South Chestatee performed by UNG contractors.



#### Underway:

• Sidewalk upgrades on Choice Street near the Head House.



- Removal of Christmas lights and decorations by Troy and his team.
- Hancock Park revegetation efforts. The park suffers from a combination of shade, extremely heavy pedestrian traffic and less than ideal drainage, making it a very difficult location to maintain the attractive and resilient stand of grass we expect. Short term efforts have been performed with future heavier, more significant work expected.



• Preparation of reservoir restroom site. Activities are being performed by City staff with permitting through GDOT and assistance from GA Power. The completed facility will closely resemble this one recently installed by UNG.



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

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

- Selected portions of the Arcadia Street water and sewer main project/Mechanic Street to Morrison Moore sidewalk.
- Memorial Park Cemetery storm drain installation. To be performed by city crews. Materials received...working with owner of adjacent parcel.
- Choice St. parking lot overlay.
- Installation of Ryan Quigley plaque at Hancock Park. Currently working with Mr. Quigley and plaque vendor.



#### Report Title: Report Highlight:

Water & Wastewater Treatment Department Report December 2022

Thankfully we escaped any major problems during the Christmas Holiday Freeze unlike many other systems in our area. Extra employees had to be called in to deal with the fluctuating power that our utility supplier was send us do to the high usage on their system. When the pipes started to thaw out after the hard freeze, water demand doubled for this time of year. It's estimated that leaks contributed to about 800,000 gallons of water per day during the three-day event. Majority of this water probably went through the customer's meters being most of the frozen pipe damage occurred in the unprotected areas of their homes and businesses. At no time did we experience low water pressure in our system or any sewage spills due to loss of power or broken pipes. After storms or any unusual events occur in our systems, the two Plant Managers and Director meet to see what could have been done to improve our operating procedures. It was agreed that during these high power usage events, both treatment facilities and large pumping stations will be switched to generator power to help take the load off of our local power supplier and to give a more consistent voltage supply to our electronic devices if it is forecasted to affect our area.

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

#### Recently Completed

- Replaced Heating/Air System at WTP (Lawson Air and Heat)
- Quarterly Dam Inspection
- Replaced motor on CIP Pump
- THM/HAA Quarterly Sampling
- Oil and Grease sampling on discharge water from WWTP
- Updated all software on actuators at the WWTP

#### Underway:

- Repairs to pressure transmitter on reuse system
- Replace piping to the phosphate system at the WTP
- Repairs to augur on the barscreen system
- Repairs to Floc Tank #1 Pressure Probe
- Koyo Lift Station Rehab Engineering and Design (Turnipseed Engineering)
- Replacing both filters and rehabbing backwash piping on both wastewater filters
- •

#### Near Term:

- Discharge Permit for the WWTP
- Watershed sampling at three locations
- Regular Service on Sludge Dump Truck



### **City Council Agenda Memo**

DATE:January 4, 2023TITLE:Happy Hollow & Hwy 52 Water Main Engineering ContractPRESENTED BY:Mark Buchanan, City Engineer

#### AGENDA ITEM DESCRIPTION:

Staff is requesting approval to enter into a contract (see attached) with Rochester and Associates to perform engineering design of a proposed water main located primarily along portions of West Main Street from the Mount Hope Cemetery Entrance to Morrison Moore Parkway, GA Hwy 52W and Happy Hollow Road.

#### **HISTORY/PAST ACTION:**

Engineering was approved for this FY during the budget process.

#### FINANCIAL IMPACT:

The contract's fixed fee is \$62,600, with the potential for additional services not yet determined. At this time, no additional services are expected.

#### **RECOMMENDATION:**

Staff recommends approval of execution of the attached contract.

#### SUGGESTED MOTIONS:

"...motion to approve execution of the contract provided by Rochester and Associates on December 15, 2022."

#### ATTACHMENTS:

Contract & Proposal Acceptance; 11 pages total.



December 15, 2022

Via: E-Mail

Mr. Mark Buchanan, PE City Engineer & Public Works Director City of Dahlonega 465 Riley Road Dahlonega, Ga. 30533

### Re: City of Dahlonega – State Route (SR) 9, Happy Hollow and West Main Waterline Replacement Project

Dear Mr. Buchanan,

Rochester & Associates, LLC. (RAI) is pleased to submit the following proposal for professional services for the above referenced project. We are excited about the opportunity to work with you and look forward to starting work. This proposal briefly discusses our understanding of the scope of work and our fees for these services.

Location: City of Dahlonega Dahlonega, Georgia

#### 1.0 SCOPE OF SERVICES

SERVICES – RAI (Consultant) shall provide the following Professional Engineering, Consulting and Surveying Services for the project referenced above. The project will be reviewed for approval by the following governing jurisdictions and agencies; City of Dahlonega and Georgia Department of Transportation (GDOT), Environment Protection Division (EPD) and National Resource Conservation Service (NRCS) for erosion control. The scope of the project is to assist the City of Dahlonega with surveying, design, permitting and construction administration for the approximately 6,600 linear foot (LF) waterline replacement project. Site improvements will likely include approximately 4,000 LF of 12" ductile iron pipe (DIP) along SR 9, approximately 700 LF of 8" DIP along Happy Hollow Road and 850 LF of 8" DIP along West Main Street. The project will also include three jack & bore crossings on SR 9. We assume all other crossings will be open cut.

#### 1.1 PRE-DESIGN SERVICE ITEMS

- 1.1.1 GROUND RUN TOPOGRAPHIC SURVEY RAI will prepare a field run topographic survey of the proposed approximately 6,600 LF waterline layout as shown on the attached exhibit. Topographic mapping and survey will show and include ground identifiable planimetric features. Location survey to include:
  - Location and sizes of storm sewer systems, manhole, catch basin, drop inlet, curb inlet with rim and invert elevations, if accessible; pipe size; inverts and material, if accessible; headwalls, flared end sections; other drainage structures, if accessible.
  - Sanitary sewer systems; manhole rims and inverts, pipe sizes and materials, if accessible.
  - Location of valves, meters and other gas main appurtenances, if accessible and surface evident.
  - Location of valves, meters, hydrants and other water main appurtenances, if accessible and surface evident.
  - Horizontal location of overhead electric lines, telephone lines and appurtenances.



- Location of other underground utilities on or adjacent to the project site, if accessible and surface evident in the field.
- Top of banks, centerline of creek and wetland flags if marked by others.
- Topographic features of lakes (edge of water), streams, swales, pavement and swampy areas within area.
- Location of fences, walls, slabs and materials of which they are constructed.
- Location of existing signs.
- Vertical Datum (NAVD 88).
- State Plane Coordinate Datum (NAD 83 GA West Zone).
- Contour interval will be 2 feet.

Scope of Services does **NOT** include the following:

- Determination of size, depth, and pressure of water, force main or gas mains.
- Determination of size & depth for electric, phone & cable lines.
- The determination of overhead utility wire height, voltage or use.
- Proposed centerline staking.
- Proposed easement or right-of-way staking.
- Survey of additional areas outside the limits of work described above.
- 1.1.2 UTILITY LOCATION RAI will develop a Quality Level B (QL-B) Utility Location Survey as defined by *"Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" (ASCE CI 38-02).* RAI will coordinate and contract with a 3<sup>rd</sup> party Subsurface Utility Engineering (SUE) sub consultant to *"designate" (locate and mark)* the location of underground utilities within the survey limits designated in Exhibit C.

RAI and/or its subconsultants will expend reasonable efforts to determine the actual location of all locatable existing underground utilities within the project area. This work will include collecting and reviewing existing infrastructure information as well as researching available plans from the appropriate utility owner(s). Paint and/or flags will be placed on the ground directly above all traceable underground utilities within the specified area. Each utility will be marked with a specific color. QL-B involves the application of appropriate surface geophysical methods such as Electromagnetic Locators and radiofrequency techniques to determine the existence and horizontal position of metallic and non-metallic utilities that contain accessible metallic tracer wires.

The information obtained in this manner will be surveyed by field location relative to project control. RAI will show horizontal location and size of existing utilities such as storm sewer, sanitary sewer, gas, water, electrical, telecommunications, etc. Sizes for pipes not physically located and or visible will be based upon record information. Notes will be placed on the sketch indicating possible existence of underground utilities and improvements that were not marked on the ground if possible.

#### 1.2 ENGINEERING DESIGN SERVICES

1.2.1. SITE LAYOUT PLAN – RAI will prepare construction documents in accordance with City of Dahlonega, EPD and GDOT requirements, which shall include the RAI field-run topographic information for the 12" & 8" DIP waterline design. The plans will include existing conditions, grading and associated infrastructure along with preparing the applicable construction notes, details and appurtenances thereto. The project will also include three proposed jack & bore crossings on SR 9. The existing water lines will be abandoned in place. We assume all other crossings will be open cut. Services under this Task do NOT include preparing landscape, hardscape or tree protection plans. No water system modeling is included.



- 1.2.2. EROSION AND SEDIMENT POLLUTION CONTROL PLAN (ESPC Plan) Prepare an ESPC Plan for the site development in conformance with NPDES, Georgia and City of Dahlonega Erosion Control Ordinances. Work shall include a narrative description summarizing existing conditions, proposed uses, maintenance issues and activity schedules. Work shall also include the preparation of the Notice of Intent (NOI) application to be completed on the EPD GEOS website. ROCHESTER will assist the Client to digitally register as a Responsible Official and enter the required information including any contractor involved in the land disturbance activity. All reporting and uploading to website will be responsibility of Geotechnical Engineer handling the sampling and erosion inspections.
- 1.2.3. EROSION CONTROL SITE VISIT Services include one required site visit to the site after Phase I erosion control measures have been installed in accordance with NPDES permit requirements to monitor the effectiveness of the silt & erosion control measures provided in the construction plans. ROCHESTER will provide a report of any deficiencies in the siltation and erosion control measures within 7 days of the site visit. The Client must notify RAI within 7 days of the installation of Phase I erosion control measures. The services provided under this item do not cover the calculation of quantities nor surveying.
- 1.2.4. DOMESTIC WATERLINE PLAN RAI will prepare a waterline plan in accordance with the requirements of the City of Dahlonega, EPD and GDOT. The plans will show the alignment of the proposed extension from an existing waterline on the South side of Happy Hollow Road along the North side of SR 9 and the south side of West Main Street including associated notes and details. Services under this Item do NOT include water modeling and we assume the existing line will provide adequate pressure for the line extension.

#### 1.3 MEETINGS, REGULATORY COORDINATION & PERMIT PROCESSING

- 1.3.1. MEETINGS/REGULATORY COORDINATION RAI will attend meetings and participate in telephone calls to discuss the project and regulatory compliance issues, as requested by you or your representative. Rochester will also assist in tracking the permit through the regulatory process and keep you updated on our findings.
- 1.3.2. PLAN PROCESSING Assist Client in obtaining approval of plans and/or permit(s) for construction. Services to include meeting(s) with said governing agency, Client, and/or any agent thereof as required to obtain said approvals and/or permit(s). Anticipated permit submittals include: a (GUPS) permit from the GDOT, A waterline extension permit or approval from the EPD and an erosion & sediment control permit from the NRCS and a land disturbance permit from the City of Dahlonega.
- 1.3.3. REIMBURSABLES RAI will provide printing, exhibits, and other reimbursable items.

#### 1.4 MISCELLANEOUS SERVICES

- 1.4.1. SPECIFICATIONS RAI will prepare technical specifications for the project based upon the design drawings. Specifications will be in Construction Standards Institute (CSI) Format, based on the Consultant's standard Division 2-16 specifications. RAI will provide the technical specifications to the Client to finalize and bound.
- 1.4.2. QUANTITIES TAKE OFF RAI will prepare quantity takeoff of project development items to be used for project cost estimating and bidding purposes by the Owner.



1.4.3. OPINION OF PROBABLE CONSTRUCTION COST – RAI will develop an opinion of probable construction cost and estimate construction duration for the work based on the 95% design submittals for the above-mentioned scope of service.

#### 1.5 MISCELLANEOUS SERVICES

- 1.5.1 CONSTRUCTION ADMINISTRATION RAI assumes a construction duration of approximately 3-4 months for the project and will perform and estimated 4 site visits for the following construction related tasks. Additional site visits or meetings will be invoiced hourly.
  - Pre-construction conference
  - Shop drawing and submittal review
  - Response to request for information
  - Change order review and recommendation
  - Pay application review and recommendation
  - Construction observation site visits for general conformance
  - NPDES 7 day erosion control site inspection
  - Project Punchlist
  - Bidding Services, if requested
  - Project coordination meetings, if requested
  - Review of pond as-built provided by contractor
- 1.5.2 RECORD DRAWINGS It is assumed that as-built record drawings are the responsibility of the contractor and no fee for this work is included in this proposal.

#### 1.6 ADDITIONAL SERVICES

1.6.1. ADDITIONAL ITEMS – If authorized in writing by the Client, the Consultant shall furnish or obtain from other additional sources, such items as: soil testing, rock quantities, flood plain investigations and studies, outfall sewers, pump stations, as-built drawings, reports, etc., which shall be paid for by the Client at an agreed upon price. The per hourly rates for the engineering and surveying services are included herein.

#### 2.0 COMPENSATION

COMPENSATION FOR SERVICES - The Consultant shall be paid the following fees for the services set forth under the Scope of Services.

TOTAL	FEE:	\$ 62,600.00		Fixed Fee	
1.1.	Pre-Design Service Items				
1.1.1. 1.1.2. <b>1.2.</b>	Ground Run Topographic Survey Utility Location Engineering Design Services	\$ \$	8,800.00 4,600.00	Fixed Fee Fixed Fee	
1.2.1. 1.2.2. 1.2.3. 1.2.4. <b>1.3.</b>	Site Layout Plan ESPC Plan ESPC Site Visit Domestic Waterline Plan <b>Meetings, Regulatory Coordination &amp;</b>	\$	27,900.00	Fixed Fee Included in 1.2.1. Included in 1.2.1. Included in 1.2.1.	
1.3.1. 1.3.2.	Permit Processing Meetings/Regulatory Coordination Plan Processing	\$ \$	2,900.00 2,900.00	Fixed Fee Fixed Fee	



1.3.3.	Reimbursables	\$ 1,500.00	Estimate
1.4.	Miscellaneous Services		
1.4.1.	Specifications	\$ 1,900.00	Fixed Fee
1.4.2.	Quantity Take Off	\$ 1,900.00	Fixed Fee
1.4.3.	Opinion of Probable Cost	\$ 2,000.00	Fixed Fee
1.5.	Construction Administration		
1.5.1.	Construction Administration	\$ 8,200.00	Fixed Fee

#### 1.6 ADDITIONAL SERVICES - HOURLY RATES

For Hourly Rates see the attached EXHIBIT A

#### 3.0 SCHEDULE

ESTIMATED TIME OF COMPLETION - Our anticipated time of completion of Task 1.1 and 1.2 for this project is **Eight to Ten (8-10) weeks from receipt of the Purchase Order**. The receipt of the completed Proposal Acceptance form attached hereto shall constitute Notice to Proceed. Inclement weather or other acts of God beyond our control may also delay the delivery date.

#### EXCLUSIONS AND BASE TERMS

- 1. This proposal is valid for 60 days from the date shown hereon. The hourly rates shown are subject to change after December 31, 2022.
- 2. No review, permitting, inspection, recording, water meter, sanitary sewer tap or other owner fees are included in this proposal.
- 3. The delineation, permitting or mitigation of any potential stream/wetland areas is not included in this proposal.~ We have assumed no State EPD or DNR variances for tributary buffer encroachment will be necessary for the development of this site.~ Any variances required will be billed on an hourly basis over and above the fees quoted within this proposal.
- 4. No construction staking services are included in this proposal; however, these services can be provided under separate contract.
- 5. No traffic impact study or traffic signal analysis design services are included in this proposal; however, these services can be provided under separate contract.
- 6. No multi-use trial design services are included in this proposal; however, this service can be provided under separate contract.
- 7. No geotechnical services are included in this proposal; however, these services can be provided under separate contract.
- 8. No telephone, electric, cable television or gas line design is included. The location of these existing utilities based on utility company records can be included only if specifically requested. If required, additional fees will be necessary. Rochester & Associates, Inc. cannot guarantee nor be responsible for the accurate location of underground utilities or other subterranean features.
- 9. As-built drawings are not included in this proposal.
- 10. No preparation, submittal or processing of variance or zoning applications are included in this proposal.
- 11. Our scope includes coordination with a structural engineer for the design of retaining walls and other site related structures (if required) however; no structural design services are included in our fees.



- 12. Any revisions or any changes beyond the original scope of services as defined by this proposal will be extra to the contract and billed on an hourly basis at the rates listed herein.
- 13. Any revisions made after municipal approval of the site construction drawings or any changes beyond the original scope of services as defined by this proposal will be extra to the contract and billed on an hourly basis at the rates listed herein.
- 14. We will assist the City with permitting a water line extension submittal with the EPD's Cartersville Branch office.
- 15. We assume no water system modeling but could include it if requested for an additional fee.

We appreciate the opportunity to assist you with this project. Our Terms and Conditions for Professional Services (Exhibit B) are attached to this letter. The return of this letter along with the completed Proposal Acceptance will constitute our Agreement to perform these services and will be considered as our Notice to Proceed. If you have any questions, please contact Eric Chini at (678) 450-5147 or Lee Phillips at 770-540-5365.

Sincerely, ROCHESTER & ASSOCIATES, LLC.

Eric M. Chini, PE Vice President

Lee Phillips Vice President



#### **PROPOSAL ACCEPTANCE**

Description of Services	Professional Engineering and Surveying
Project Name	City of Dahlonega- Happy Hollow & SR 9 Waterline Project
Project Location	Lumpkin County
Proposal Date	December 15, 2022 Consultant Phillips

#### FOR PAYMENT OF CHARGES:

Charge Invoice to the	e Account of:	
Firm		
Address		City
State	Zip Code	Phone Number
Attention:	·	Title

#### FOR APPROVAL OF CHARGES:

If the invoice is to be mailed for approval to someone other than the account charges, please indicate where to mail the invoice in the space below.

FIIIII		
Address		City
State	Zip Code	Phone Number
Attention:		Title

#### **PROPERTY OWNER IDENTIFICATION (If Other Than Above)**:

Name			
Address		City	
State	Zip Code	Phone Number	
Attention:	•	Title	

#### **PROPOSAL ACCEPTANCE:**

The Terms and Conditions of this Proposal, including the Terms on this page and the proposal contents are:

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Print or type individual, firm or corporate name

Signature of authorized representative

Print or type name of authorized representative and title



Mr. Buchanan December 15, 2022 Page 8 of 11

#### Exhibit A

#### SCHEDULE OF RATES

#### Hourly Rates:

Hourly rate schedule is subject to adjustment on December 31, 2022.

#### Reimbursable Expenses:

All reimbursable expenses, including, but not limited to, mileage, courier, photography, special equipment and materials, plan review fees and out of town travel will be invoiced at cost plus 15%. The cost of any fees to comply with special insurance requirements will be invoiced at cost plus 15%. Any progress prints, county review drawings, permit drawings or prints for other than in-house use of Rochester & Associates, LLC. shall be billed at \$0.30 per square foot for black line copies.



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#### EXHIBIT B

#### TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These Terms and Conditions, together with ROCHESTER's Proposal, make up the Agreement between Rochester and you, the Client. *Before countersigning the Proposal, be sure you read and understand the paragraphs entitled Indemnification and Limitation of Liability, which deal with the allocation of risk between you and ROCHESTER.* 

1. Services. ROCHESTER will perform the services set forth in its Proposal and any amendments or change orders signed by both parties. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in ROCHESTER's costs, including expert witness services and unanticipated meetings will be the subject of a negotiated amendment or change order. Additional Services are not included as part of the Basic Services in the Proposal and shall be paid for by you in addition to payment for Basic Services, in accordance with ROCHESTER's prevailing fee schedule, or as agreed to by ROCHESTER and you.

2. Standard of Care. ROCHESTER will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. ROCHESTER makes no warranty, express or implied, as to its professional services rendered under this Agreement. You will promptly notify ROCHESTER with reasonable specificity of any deficiencies or suspected deficiencies in the services of which you become aware, so that ROCHESTER may take measures to minimize the consequences of such a deficiency. Failure to notify ROCHESTER shall relieve us of the cost of remedying the deficiencies above the sum such remedy would have cost had prompt notification been given. You acknowledge that the services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. You also acknowledge that environmental and geotechnical conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due professional care. ROCHESTER therefore cannot guaranty specific results such as the identification of all contamination or other geotechnical or environmental conditions or problems nor their resolution.

3. Payment. Except as otherwise stated in the Proposal, you will compensate ROCHESTER for the services at its standard rates, reimburse its expenses, and pay any sales or similar taxes thereon. ROCHESTER will submit invoices periodically, and payment will be due upon receipt of the invoice and considered past due after 30 days. If you dispute any portion of an invoice, you will notify ROCHESTER in writing with specificity within 10 days and pay the undisputed portion within 30 days from invoice date. Overdue payments will bear interest at 11/2 percent per month or, if lower, the maximum lawful rate, which shall be calculated from the invoice due date. ROCHESTER may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project, and you will pay for all services through termination, plus termination costs. You will reimburse ROCHESTER's costs of collecting overdue invoices, including reasonable attorneys' fees, and reasonable staff costs at standard billing rates for ROCHESTER's time spent in efforts to collect. Payment of invoices shall not be subject to any discounts or setoffs by you, unless agreed to in writing by ROCHESTER.

4. Client's Responsibilities. You will designate to ROCHESTER in writing a person to act as your representative who is authorized to receive notices transmit information and make decisions regarding the Project. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If included in the Proposal, ROCHESTER shall assist you in applying for those permits and approvals normally required by law for similar projects. This assistance shall consist of completing and submitting forms to the appropriate

regulatory agencies. You will provide ROCHESTER with all documents and other information that are pertinent to the services and are reasonably available to you, including information related to hazardous materials or other environmental or geotechnical conditions at the site. Before ROCHESTER performs any subsurface activities, you will provide it with all plans and other information available to you concerning underground services, conduits, pipes, tanks and other facilities and obstructions at the site. Unless otherwise indicated in writing, ROCHESTER will be entitled to rely upon the accuracy and completeness of the documents and information you provide.

5. Right of Entry. You grant ROCHESTER and its subcontractors permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for ROCHESTER to enter the site and perform the services, and you will provide reasonable verification on request.

6. Site Restoration. Although ROCHESTER will act to limit damage to landscaping, paving, systems and structures at the site, you acknowledge that some damage may occur even with the exercise of due care, and you agree to compensate ROCHESTER for any restoration it is asked to perform unless otherwise indicated in the Proposal.

7. Underground Facilities. ROCHESTER will not be liable for any damage to underground services or structures not accurately identified in such plans and information, and you agree to indemnify, defend and hold harmless ROCHESTER against all liabilities and costs arising out of such damage and its repair, except to the extent caused by ROCHESTER's negligence.

8. Adverse Conditions. Adverse field conditions which include, but are not limited to, items such as limited access, extremely dense vegetation, subsurface conditions, storm damaged property, swampy conditions, existing utilities, irate property owners, restricted hours of operation or other field conditions beyond ROCHESTER'S control may require an increase in the project schedule and fees. ROCHESTER will immediately inform the Client in writing when we encounter such conditions. Client and ROCHESTER will agree in writing to any changes in scope and fee before proceeding with the project.

9. Limits on ROCHESTER's Responsibility. ROCHESTER will not be responsible for the acts or omissions of contractors or others at the site, except for its own subcontractors and employees. ROCHESTER will not supervise, direct or have control over or the authority to stop any contractor's work, nor shall ROCHESTER's professional activities nor the presence of ROCHESTER or its employees and subcontractors be construed to imply that ROCHESTER has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. In addition, if the delays resulting from any such causes increase the cost or time required by ROCHESTER to perform its services in an orderly and efficient manner, ROCHESTER shall be entitled to an equitable adjustment in schedule and/or compensation. ROCHESTER shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of ROCHESTER, increase ROCHESTER's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.



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10. Changed Conditions. You recognize the uncertainties related to surveying and engineering services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, ROCHESTER will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule. If the parties are unable to reach agreement, either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof. In the event of emergency, ROCHESTER may take immediate steps to protect public health, safety and the environment, and will be equitably compensated therefor. You agree that you, ROCHESTER and ROCHESTER's consultants shall be indemnified by the contractor(s) and shall be made additional insureds under the contractor(s) policies of general liability insurance. Any opinions by ROCHESTER of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guaranty that actual costs will be consistent with the estimates. You agree that ROCHESTER is not responsible for damages arising directly or indirectly from any delays for causes beyond ROCHESTER's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by you or your contractors or consultants; or discovery of any hazardous substances or differing site conditions

11. Documents and Information. All reports, drawings, specifications, computer files, data, calculations, work papers and other documents or instruments prepared or furnished by ROCHESTER are instruments of service and will remain ROCHESTER's property. ROCHESTER shall retain all common law, statutory and other reserved rights, including the copyright thereto. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to ROCHESTER. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and you agree to indemnify and defend ROCHESTER any liabilities resulting therefrom. Any technology, methodology or technical information learned or developed by ROCHESTER will remain its property.

12. Confidentiality; Subpoenas. Information about this Agreement and ROCHESTER's services, and information you provide to ROCHESTER regarding your business and the site, will be maintained in confidence and will not be disclosed to others without your consent, except as ROCHESTER reasonably believes is necessary (a) to perform its services, (b) to comply with professional standards to protect public health, safety and the environment, and (c) to comply with laws and court orders. ROCHESTER will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties without a breach of duty will not be considered confidential. You will reimburse ROCHESTER for responding to any subpoena or governmental inquiry or audit related to the services, at ROCHESTER's standard rates then in effect. You agree that the technical methods, design details, techniques and pricing data contained in any material submitted by ROCHESTER pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of ROCHESTER.

13. Indemnification. In addition, and notwithstanding any other provisions of this Agreement, you agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless ROCHESTER, its officers, directors, employees and consultants against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by ROCHESTER.

14. Limitation of Liability. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expertwitness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither you nor ROCHESTER, their respective officers, directors, partners, employees, contractors or consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both you and ROCHESTER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

15. Miscellaneous. This Agreement shall be governed by Georgia law. Any legal action between you and ROCHESTER arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Hall County, Georgia. All limitations of liability, indemnifications, warranties and representations contained in this Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect. Any amendment to this Agreement must be in writing signed by both parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by you. These Terms and Conditions shall govern over any inconsistent terms in the Proposal. If these Terms and Conditions have been provided to you, your verbal authorization to commence services constitutes your acceptance of them. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement without the prior written consent of the other party. Headings in these Terms and Conditions are for convenience only and do not form a part of the Agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties. It is intended by the parties to this Agreement that ROCHESTER's services in connection with the Project shall not subject ROCHESTER's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Any notice required under this Agreement shall be in writing, addressed as specified in this Agreement and sent by electronic mail; facsimile; registered, certified, express or regular U.S. mail.

16. Termination of Contract. The Client may terminate this Agreement at any time by giving written notice via certified mail specifying the effective date of such termination. The Consultant shall cease work immediately upon receipt of the request to terminate the Agreement and shall send an invoice for said work along with written documentation of the work completed to date. Likewise, the Consultant may terminate the Agreement in like manner and shall be entitled to payment for that portion of work completed prior to the cancellation date.



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#### EXHIBIT C





## **City Council Agenda Memo**

DATE:January 6, 2023TITLE:Request for Proposal for Rental Management at the Head HousePRESENTED BY:Mary Csukas, DDA Director

#### AGENDA ITEM DESCRIPTION:

Approval to allow the DDA to publish a request for proposal to retain the services of a real estate professional to manage the rental of the first floor of the historic Head House for at least the first year. The scope of work will include a person/firm who is licensed, has placed a predetermined number of retail clients into spaces, has proven success in managing retail space clients, etc.

#### **HISTORY/PAST ACTION:**

The DDA met on November 3, 2022 and voted to proceed with determining criteria for a tenant at the historic Head House. The Board decided that Council approval of the action was the next necessary step in the process.

#### FINANCIAL IMPACT:

The DDA proposes that this department budget the cost of this service as the expected rental revenues will assist with covering this cost.

#### **RECOMMENDATION:**

The staff recommends allowing the DDA to move forward in creating and publishing the RFP.

#### SUGGESTED MOTIONS:

I make a motion to allow the DDA to issue an RFP document retaining the services of a real estate professional to manage the rental space on the first floor of the Head House.

#### ATTACHMENTS:



# **City Council Agenda Memo**

DATE:January 9, 2023TITLE:Applications for appointment to the DDAPRESENTED BY:Mary Csukas, DDA Director

#### AGENDA ITEM DESCRIPTION:

The DDA is seeking an appointment to fill two vacancies. Directors Joel Cordle and A.C Moore resigned this month.

#### **HISTORY/PAST ACTION:**

The City Council of Dahlonega believes citizen input and specialized skills are valuable assets to the community. Applications are accepted throughout the year.

Applications on file for Board, Committee, or Commission seats will be reviewed when vacancies occur, from which the Mayor may review candidates. Still, the Mayor may also recommend appointments of non-applicants they choose that indicate desirable qualifications and willingness to serve.

#### FINANCIAL IMPACT:

None

#### **RECOMMENDATION:**

The DDA is seeking to fill two vacancies. Review of these three possible candidates for appointment as Directors.

#### SUGGESTED MOTIONS:

Placement of a possible candidate for a vote by the City Council at the next available Council Meeting.

#### ATTACHMENTS:

Three applications are attached from individuals seeking appointment as Directors.