



# CITY OF DAHLONEGA

## Council Work Session Agenda

January 16, 2024, 4:00 PM

Gary McCullough Council Chambers, Dahlonega City Hall

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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 – Dahlonega will be the most welcoming, thriving, and inspiring community in North Georgia

Mission Statement - Dahlonega, a City of Excellence, will provide quality services through ethical leadership and fiscal stability, in full partnership with the people who choose to live, work, and visit. Through this commitment, we respect and uphold our rural Appalachian setting to honor our thriving community of historical significance, academic excellence, and military renown.

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### OPEN MEETING

#### APPROVAL OF AGENDA

#### BOARD & COMMITTEES

1. Cemetery Committee—December 2023  
Chris Worick, Chair, Dahlonega Cemetery Committee
2. Dahlonega Downtown Development Authority/Main Street – December 2023  
Ariel Alexander, Downtown Development Director

DEPARTMENT REPORTS AVAILABLE AT: <https://dahlonega.gov/category/department-reports/>

APPOINTMENT, PROCLAMATION & RECOGNITION : ( Vote at Council Meeting)

3. Tourism Committee Board Appointment  
Allison Martin, City Manager  
Communication
4. Planning Commission Re-Appointment  
Mary Csukas, City Clerk  
Communication

#### ORDINANCES & RESOLUTIONS

5. IGA Dahlonega Lumpkin SPLOST  
Allison Martin, City Manager  
Communication
6. Resolution 2024-01 Authorizing IGA Dahlonega Lumpkin SPLOST  
Allison Martin, City Manager  
Communication

#### OTHER ITEMS:

7. Lime Slurry Tank Purchase  
Allison Martin, City Manager & John Jarrard, JWS  
Infrastructure

COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

ADJOURNMENT



# Department Report

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Report Title: Cemetery Committee—December 2023  
Report Highlight: December, 2023  
Name and Title: Chris Worick, Chair, Dahlonega Cemetery Committee

Recently Completed:

- The cemetery Committee did not hold a December meeting.
- Annual report presented to City Council at the December 4 meeting.
- Self Guided QR coded walking tour of Mt. Hope.

Underway:

- Identify persons interested in serving on the Cemetery Committee in a voting and non-voting member capacity.

Near term:

- Identify goals for the upcoming year.



# Department Report

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Report Title: Dahlonega Downtown Development Authority/Main Street – December 2023

Report Highlight: Work Plan Items

Name and Title: Ariel Alexander, Downtown Development Director

## Organization:

- Attended planning and PR meetings regarding the East Main Street utilities project as well as the upcoming Park Street project.
- Managed all postings for the City of Dahlonega website and social media for the month.
- Working to complete the Georgia Main Street Annual Assessment of Dahlonega's downtown programs.

## Promotion:

- Continuing joint advertising efforts between the Chamber, UNG, Tourism, and DALC staff.
- Facilitated events for Old Fashioned Christmas. Food trucks were successful and downtown restaurants were pleased with the support.
- Hosted Dahlonega's 190<sup>th</sup> Birthday celebration.
- Continuing to promote Dahlonega Dollars, a virtual gift card program that allows patrons to purchase "downtown dollars" that can be spent at any participating Dahlonega business.

## Economic Vitality:

- Worked on first sketches for the "Bears Around the Square" mini bronze statue program.
- The Holly Theater completed its façade improvements using a DDA façade grant. The marquee letters were refurbished, and several marble tiles were replaced.
- Developing a Downtown Development District Incentive Policy for the Council and DDA's review.
- Attended plan review meetings with Planning and Zoning. Provided Business Welcome Packets.
- Fielded questions and met with prospective downtown property owners.



# City Council Agenda Memo

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**DATE:** January 9, 2024  
**TITLE:** Tourism Committee Board Appointment  
**PRESENTED BY:** Allison Martin, City Manager  
**STRATEGIC PRIORITIES:** Communication

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**AGENDA ITEM DESCRIPTION:**

Appointment to the Tourism Committee Board

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**HISTORY/PAST ACTION:**

The City Council and the County Board of Commissioners both appoint two members to the Tourism Committee Board to serve three-year terms. One of the seats appointed by the City has expired and needs to be filled. Micah Mihok currently fills the seat and is willing to serve another term. Sam McDuffie, Executive Director, supports the reappointment. Now that Tourism has separated from the Chamber, new members and reappointments will be sworn in by the Tourism Board Chairman.

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**FINANCIAL IMPACT:**

n/a

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**RECOMMENDATION:**

Staff supports the reappointment.

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**SUGGESTED MOTIONS:**

n/a

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**ATTACHMENTS:**

n/a

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# City Council Agenda Memo

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**DATE:** January 11, 2024  
**TITLE:** Planning Commission Re-Appointment  
**PRESENTED BY:** Mary Csukas, City Clerk  
**STRATEGIC PRIORITIES:** Communication

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**AGENDA ITEM DESCRIPTION:**

Appointment to the Planning Commission

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**HISTORY/PAST ACTION:**

The City Council appoints members to the Planning Commission to serve staggered terms, with three (3) members serving a term of three (3) years, two (2) members serving a term of two (2) years, and two (2) members serving a term of one (1) year. Thereafter, the members of the Planning Commission shall be appointed for three (3) years and shall serve until their successors are appointed.

The current makeup of the commission is (2) members serving a term of one year and (2) members serving a term of three years. We currently support Robert Conaway's reappointment to a three-year term on the Commission.

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**FINANCIAL IMPACT:**

n/a

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**RECOMMENDATION:**

Staff supports the reappointment.

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**SUGGESTED MOTIONS:**

n/a

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**ATTACHMENTS:**

n/a

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# City Council Agenda Memo

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**DATE:** January 11, 2024  
**TITLE:** IGA Dahlonega Lumpkin SPLOST  
**PRESENTED BY:** Allison Martin, City Manager  
**STRATEGIC PRIORITIES:** Communication

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## **AGENDA ITEM DESCRIPTION:**

An IGA between Dahlonega and Lumpkin County for a SPLOST continuation referendum, the orderly distribution of proceeds, the project lists, and other legal descriptions.

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## **HISTORY/PAST ACTION:**

The city and county have previously met and voted on the distribution percentage and shared the proposed projects. The city attorney has reviewed the document.

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## **FINANCIAL IMPACT:**

Without an IGA, the sales tax can only be collected for five years which amounts to a loss in the total program of ~\$5.5 million. With an IGA, the sales tax can be collected for six years. Sales tax programs are essential in carrying out capital needs for local governments without issuing a property tax levy, general obligation debt, or raising rates in enterprise funds.

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## **RECOMMENDATION:**

It is the recommendation of staff that this IGA be approved.

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## **SUGGESTED MOTIONS:**

n/a

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## **ATTACHMENTS:**

IGA Dahlonega Lumpkin County SPLOST

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**INTERGOVERNMENTAL AGREEMENT  
BETWEEN LUMPKIN COUNTY AND THE CITY OF DAHLONEGA  
FOR THE USE AND DISTRIBUTION OF PROCEEDS  
FROM THE  
2026 SPECIAL PURPOSE LOCAL OPTION SALES TAX  
FOR CAPITAL OUTLAY PROJECTS**

THIS INTERGOVERNMENTAL AGREEMENT is dated as of January 16, 2024, and is entered into by and between LUMPKIN COUNTY, GEORGIA, a political subdivision of the State of Georgia (the “County”), and the CITY OF DAHLONEGA, the sole municipal corporation of the State of Georgia within the County (the “City”).

W I T N E S S E T H:

WHEREAS, Article IX, Section III, Paragraph I(a) of the Georgia Constitution (the “Intergovernmental Contracts Clause”) authorizes, among other things, any county, municipality or other political subdivision of the State of Georgia to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the County is authorized pursuant to O.C.G.A. Section 48-8-110 *et seq.*, as amended (the “Sales and Use Tax Act”) to levy and collect a one percent sales and use tax (the “Sales and Use Tax”) for the purpose of funding capital outlay projects (the “Projects”); and

WHEREAS, the Sales and Use Tax Act authorizes the County and the City to enter into an “intergovernmental agreement” (as defined in the Sales and Use Tax Act) pursuant to the Intergovernmental Contracts Clause in order to, among other things, identify the Projects that will be funded with the Sales and Use Tax; and

WHEREAS, the County and the City are entering into this Agreement in order to identify the Projects that will be funded with the Sales and Use Tax; and

WHEREAS, the notice and meeting requirements contained in the Sales and Use Tax Act have been satisfied.

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City DO HEREBY AGREE, as follows:



**ARTICLE 1.  
EFFECTIVE DATE**

This Agreement shall become effective upon its execution and delivery and shall continue in effect until the Sales and Use Tax terminates in accordance with the Sales and Use Tax Act and until all funds collected therefrom have been distributed in accordance with this Agreement. Notwithstanding the foregoing, this Agreement shall terminate immediately if the referendum is not passed by the voters.

**ARTICLE 2.  
REPRESENTATIONS**

The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a municipal corporation duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the City is authorized to execute, deliver and perform its obligations under this Agreement. The City has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the City.

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Agreement by the City, except as shall have been obtained as of the date hereof.

(c) The authorization, execution, delivery and performance by the City of this Agreement do not violate its charter, any ordinances or resolutions of the City or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefor) (i) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.

(e) The City is not in violation of the laws or Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(f) The City is a “qualified municipality” within the meaning of the Sales and Use Tax Act.

The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The County is a political subdivision duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the County is authorized to execute, deliver and perform its obligations under this Agreement. The County has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the County.

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Agreement by the County, except as shall have been obtained as of the date hereof.

(c) The authorization, execution, delivery and performance by the County of this Agreement do not violate any ordinances or resolutions of the County or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefor) (i) contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.

(e) The County is not in violation of the laws or the Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

[Remainder of Page Intentionally Left Blank]

**ARTICLE 3.  
PROJECT PROVISIONS**

The City and the County agree, as follows:

(a) The Projects shall consist of “County Projects” and “City Projects.” The County Projects, the City Projects and their estimated costs are set forth below:

<u>County Projects</u>	<u>Estimated Cost</u>
Acquisition of Pinetree Recreation Center	\$6,688,062
Airport Improvements	112,500
Economic Development	250,000
Animal Shelter	2,658,000
Emergency Services	6,825,000
Parks and Recreation	1,571,000
Renovations and repairs to existing County-owned facilities	6,248,000
Recycling	750,000
Road Department Pole Barn	30,000
Information Technology	150,000
Sheriff’s Office	291,438
Water and Sewer	250,000
Total	<u>\$25,824,000</u>

<u>City Projects</u>	<u>Estimated Cost</u>
Parking Facilities	\$ 500,000
City Hall Expansion	3,500,000
Tower Radio Read Meter System	1,200,000
Equalization Basin Wastewater Treatment Plant	1,101,560
Vehicle equipment and materials maintenance facility	<u>1,200,000</u>
Total	<u>\$7,501,560</u>

Each of the Projects may include the acquisition of land, equipment, vehicles, construction and renovation of facilities and parking areas, and other capital costs related to such Project.

(b) The County shall own and operate the County Projects. The City shall own and operate the City Projects.

(c) The County shall be responsible for paying or providing for all the costs of operating, maintaining and insuring the County Projects. The City shall be responsible for paying or providing for all the costs of operating, maintaining and insuring the City Projects.

(d) The County shall supervise or cause the supervision of the acquisition, construction and equipping of the County Projects. Unless otherwise agreed to in writing, the City shall supervise or cause the supervision of the acquisition, construction and equipping of the City Projects.

(e) The costs of the Projects set forth above are estimates based upon the estimated Sales and Use Tax collections and the needs of the County and the City at the time this Agreement is executed. The parties acknowledge that the actual Sales and Use Tax collections may vary from the estimated amounts and that the needs of the County and/or the City may change. Therefore, the County has the sole right to determine how much it will spend on the County Projects, and the City has the sole right to determine how much it will spend on the City Projects. The County and the City are not required to spend the amounts set forth above for the Projects if the Projects can be completed for a lesser amount or the actual Sales and Use Tax collections are less than estimated. Furthermore, the County and the City may spend more than the amounts set forth above for the Projects. Notwithstanding the foregoing, a Project may not be abandoned in its entirety unless the parties agree, and the provisions of the Sales and Use Tax Act are satisfied.

(f) The County may fund the County Projects in any order or priority it may deem necessary or convenient, and the City may fund the City Projects in any order or priority it may deem necessary or convenient.

**ARTICLE 4.  
CALLING REFERENDUM**

The County agrees that it will take all actions necessary to call a referendum, to be held in all the voting precincts in the County, on May 21, 2024, or on such other date as the County and the City shall mutually agree, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not the Sales and Use Tax shall be imposed for 24 calendar quarters (six years) for the purpose of funding the Projects. The County shall pay for the costs of the referendum.

**ARTICLE 5.  
COLLECTION TERM; DIVISION AND DISTRIBUTION OF SALES AND USE TAX**

(a) By virtue of the parties' entry into this Agreement and based upon the Sales and Use Tax Act, the Sales and Use Tax shall be collected for a period of six years.

(b) The County shall receive 77.49% of the Sales and Use Tax proceeds (the "County's Portion") and the City shall receive 22.51% of the Sales and Use Tax proceeds (the "City's Portion") each year, including Sales and Use Tax proceeds collected in excess of the estimated collections of \$33,325,560. Should the City cease to exist as a legal entity before all funds are distributed under this Agreement, the City's Portion subsequent to such dissolution shall be paid to the County as part of the County's Portion unless an act of the Georgia General Assembly makes the defunct City part of another successor City. If such an act is passed, the

City's Portion shall be paid to the successor City in addition to all other funds to which the successor City would otherwise be entitled.

(c) The Sales and Use Tax shall be collected by the County and shall be deposited into a special trust fund held separate and apart from all other funds of the County (the "Sales Tax Account"). Within the Sales Tax Account, the County shall create or cause to be created two subaccounts: the "County Account" and the "City Account." Sales and Use Tax proceeds that will be used to fund County Projects shall be deposited into the County Account; and Sales and Use Tax Proceeds that will be used to fund City Projects shall be deposited into the City Account. Amounts on deposit in the City Account shall be disbursed by the County to the City once each month within 10 business days of the County's receipt thereof. Each disbursement shall be made by check unless the City provides written wire transfer instructions to the County and pays all costs associated with such wire transfer. The City shall create and maintain a separate account for the receipt and disbursement of the City's Portion of the Sales and Use Tax proceeds. The City shall not commingle the Sales and Use Tax proceeds with any other funds.

## **ARTICLE 6. RECORD KEEPING**

(a) The County shall keep detailed records of the Sales Tax Account, including all of its sub-accounts, in accordance with the Sales and Use Tax Act and generally accepted accounting procedures. The City shall have the right to review and be provided copies of all such records upon request to the County; provided, however, the County must be given reasonable notice for such an inspection and any such inspection shall only be made during regular business hours at the location where records are maintained.

(b) The County and the City shall keep a record of each and every of its Projects for which the proceeds of the Sales and Use Tax are used. A schedule shall be included in each annual audit which shows for each such Project the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years and amounts expended in the current year. The auditor shall verify and test expenditures sufficient to provide assurances that the schedule is fairly presented in relation to the financial statements. The auditor's report on the financial statements shall include an opinion, or the disclaimer of an opinion, as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole. In the event that either party does not comply with the requirements of this paragraph, the other party shall not be held liable in any manner for such noncompliance.

(c) Not later than 180 days following the close of each fiscal year, the County and the City shall publish annually, in a newspaper of general circulation in the boundaries of the County or the City, as applicable, and in a prominent location on the local government website, if a website is maintained, a simple nontechnical report which shows for each of its Projects the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years, amounts expended in the current year, any excess proceeds which have not been expended for a Project, estimated completion date, and the actual completion cost of a Project completed during the current year. In the case of road, street, and bridge Projects, such information shall be in the form of a consolidated schedule of the total original estimated cost,

the total current estimated cost if it is not the original estimated cost, and the total amounts expended in prior years and the current year for all such Projects and not a separate enumeration of such information with respect to each such individual road, street, or bridge Project. The report shall also include a statement of what corrective action the County or the City intends to implement with respect to a Project which is underfunded or behind schedule. In the event that either party does not comply with the requirements of this paragraph, the other party shall not be held liable in any manner for such noncompliance.

**ARTICLE 7.  
EXCESS PROCEEDS**

The County and the City do not anticipate that there will be any excess proceeds. They anticipate having Projects that need to be funded throughout the term of the Sales and Use Tax. However, in the event that the County funds all of the County Projects, the County may use its excess proceeds to pay its general obligation debt (if any) or to reduce its ad valorem taxes and in the event the City funds all of the City Projects, the City may use its excess proceeds to pay its general obligation debt (if any) or reduce its ad valorem taxes.

**ARTICLE 8.  
MISCELLANEOUS**

(a) Any controversy arising under this Agreement shall be submitted to arbitration pursuant to the provisions of O.C.G.A. Sections 9-9-1 *et seq.*, as amended (the “Arbitration Code”). Such arbitration shall in all respects be governed by the provisions of the Arbitration Code, and the parties hereto shall comply with and be governed by the provisions of the Arbitration Code.

(b) Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Agreement, which said provisions shall remain in full force and effect.

(c) This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

(d) This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

(e) This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the City with respect to distribution and use of the Sales and Use Tax proceeds. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the County and the City with respect to distribution and use of the Sales and Use Tax proceeds.

(f) It is the intention of the County and the City to comply in all respects with the Sales and Use Tax Act, and all provisions of this Agreement shall be construed in light of the Sales and Use Tax Act.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year first above written.

LUMPKIN COUNTY, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Chris Dockery, Chairman

Attest: \_\_\_\_\_  
Melissa Z. Witcher, Clerk

CITY OF DAHLONEGA, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Roman Gaddis, Mayor Pro-Tem

Attest: \_\_\_\_\_  
Mary Csukas, Clerk





# City Council Agenda Memo

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**DATE:** January 11, 2024  
**TITLE:** Resolution 2024-01 Authorizing IGA Dahlonega Lumpkin SPLOST  
**PRESENTED BY:** Allison Martin, City Manager  
**STRATEGIC PRIORITIES:** Communication

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## AGENDA ITEM DESCRIPTION:

A resolution authorizing an IGA between Dahlonega and Lumpkin County for a SPLOST continuation referendum. The resolution also documents that events required by law were fulfilled.

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## HISTORY/PAST ACTION:

The city and county have previously met and voted on the distribution percentage.

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## FINANCIAL IMPACT:

Without an IGA, the sales tax can only be collected for five years which amounts to a loss in the total program of ~\$5.5 million. With an IGA, the sales tax can be collected for six years.

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## RECOMMENDATION:

It is the recommendation of staff that this resolution be approved.

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## SUGGESTED MOTIONS:

n/a

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## ATTACHMENTS:

Resolution 2024-01 Authorizing IGA Dahlonega Lumpkin SPLOST

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**CITY OF DAHLONEGA**

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH  
LUMPKIN COUNTY RELATING TO THE CONTINUATION OF A  
ONE PERCENT SALES AND USE TAX WITHIN LUMPKIN COUNTY**

WHEREAS, Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (the “Act”) authorizes the imposition of a one percent sales and use tax (the “Sales and Use Tax”) for the purpose, among other things, of financing certain capital outlay projects; and

WHEREAS, the City of Dahlonega (the “City”) and Lumpkin County, Georgia (the “County”) have determined that it is in the best interest of the citizens of the City and the County that the Sales and Use Tax be continued in the County for the purpose of funding certain capital outlay projects; and

WHEREAS, the Board of Commissioners of Lumpkin County delivered or mailed a written notice (the “Notice”) to the Mayor of the City, the sole municipality located within the County, regarding the continuation of the Sales and Use Tax; and

WHEREAS, the Notice contained the date, time, place and purpose of a meeting at which designated representatives of the County and the City met and discussed the possible projects for inclusion in the referendum, including County and City projects (collectively, the “Projects”); and

WHEREAS, the Notice was delivered or mailed at least 10 days prior to the date of the meeting, and the meeting was held at least 30 days prior the issuance of a call for the referendum; and

WHEREAS, the City and the County desire to enter into an Intergovernmental Agreement pursuant to the Sales and Use Tax Act and Article IX, Section III, Paragraph I(a) of the Georgia Constitution with respect to the Projects and the Sales and Use Tax; and

WHEREAS, a form of the Agreement is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Dahlonega, as follows:

Section 1. Authorization of Intergovernmental Agreement. The execution, delivery and performance of the Intergovernmental Agreement are hereby authorized and approved. The Intergovernmental Agreement shall be executed by the Mayor and attested to by the Clerk. The Intergovernmental Agreement shall be in substantially the form attached hereto, subject to such changes, insertions or deletions as may be approved by the Mayor, and the execution of the Agreement by the Mayor as herein authorized shall be conclusive evidence of any such approval.

Section 3. General Authority. From and after the execution and delivery of the Intergovernmental Agreement, the proper officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such

documents and certificates as may be necessary to carry out and comply with the purposes and intent of this resolution or the provisions of the Intergovernmental Agreement.

Section 4. Ratification. All acts and doings of the officers, employees and agents of the City which are in conformity with the purposes and intent of this resolution and in furtherance of the execution, delivery and performance of the Intergovernmental Agreement are hereby ratified and approved.

Section 5. Conflicts. All other resolutions, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 6. Effective Date. This resolution shall take immediate effect upon its adoption.

ADOPTED this 16th day of January, 2024.

CITY COUNCIL OF DAHLONEGA

(SEAL)

By: \_\_\_\_\_  
Roman Gaddis, Mayor Pro-Tem

**ATTEST:**

By: \_\_\_\_\_  
Mary Csukas, City Clerk

EXHIBIT A  
INTERGOVERNMENTAL AGREEMENT

CITY CLERK'S CERTIFICATE

The undersigned City Clerk of the City of Dahlonega (the "City") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to an Intergovernmental Agreement constitute a true and correct copy of the Resolution adopted by the City Council of Dahlonega on January 16, 2024 in a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of such Resolution appears of record in the Minute Book of the City, which is in the undersigned's custody and control.

WITNESS my hand and the official seal of the City, this 16<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
Mary Csukas, City Clerk

(SEAL)



# City Council Agenda Memo

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**DATE:** January 9, 2024  
**TITLE:** Lime Slurry Tank Purchase  
**PRESENTED BY:** Allison Martin, City Manager & John Jarrard, JWS  
**STRATEGIC PRIORITIES:** Infrastructure

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## **AGENDA ITEM DESCRIPTION:**

Lime Slurry Tank Purchase

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## **HISTORY/PAST ACTION:**

The city council approved the lime slurry tank improvement project for the Wastewater Treatment Plant in the FY2024 budget. The project was bid and came in over budget due to the state requirement of a double-walled tank. Staff recommends purchasing the tank and waiting on approval of the federal government budget before proceeding with this lime slurry tank project in full. A 30-day price guarantee was given, and by purchasing directly, the city preserves the price and the apparent low bidder is willing to give a credit on their bid for the amount of the tank. The city is expected to receive \$350,000 in a direct Congressional allocation upon funding of the federal government in February 2024. Receipt of these funds would cover the difference in the budget versus bid and allow this project to be completed without an adverse impact to the enterprise fund's operating budget. This project has been approved by the State and our insurance company requires that we complete this project for the safety of staff and the security of our chemical room.

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## **FINANCIAL IMPACT:**

Sufficient funds are budgeted to cover the purchase of the tank.

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## **RECOMMENDATION:**

Staff recommends proceeding with the purchase of the tank to preserve the price.

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## **SUGGESTED MOTIONS:**

n/a

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## **ATTACHMENTS:**

Bid tabulation

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ATLANTA  
AUGUSTA  
ST. SIMONS ISLAND

December 21, 2023

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

Attention: Mr. John Jarrard, Water Director

Via Electronic Mail: jarrardwater@windstream.net

Re: City of Dahlonega  
Lime Slurry System  
Project No. 232361

Dear Mr. Jarrard:

We have checked the bids received December 14, 2023 on subject project. Below is a tabulation of the bids received.

<i>Contractor</i>	<i>Total Amount Bid</i>
1. Willow Construction, Inc. Powder Springs, Georgia	\$799,400.00
2. F.S. Scarbrough, LLC Peachtree City, Georgia	\$867,167.02

As indicated, the low bidder is Willow Construction, Inc. of Powder Springs, Georgia. 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 Willow Construction, Inc. of Powder Springs, Georgia in the amount of \$799,400.00.

We have enclosed a certified tabulation of the bids received and a sample resolution the City should consider adopting. Please forward us a copy of the City's signed resolution to award.

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

Yours truly,

Greg Ashworth, P.E.

GJA:km  
Enclosures

cc: Ms. Allison Martin, City Manager (via email, w/enclosures)

**RESOLUTION**

WHEREAS bids were received by the City of Dahlonega, Georgia on December 14, 2023, for the Lime Slurry System, and

WHEREAS the low, responsible, responsive bidder is Willow Construction, Inc. of Powder Springs, Georgia with a bid in the amount of \$799,400.00, and

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

BE IT THEREFORE resolved the City of Dahlonega, Georgia hereby makes contract award of the construction contract to the low bidder, Willow Construction, Inc. of Powder Springs, Georgia, in the amount of \$799,400.00.

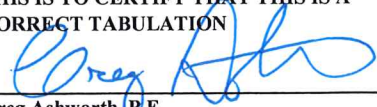
THIS RESOLUTION was passed by a vote of \_\_\_\_ to \_\_\_\_ at a regular meeting of the Mayor and Council on \_\_\_\_\_.

**CITY OF DAHLONEGA, GEORGIA**

\_\_\_\_\_  
JoAnne Taylor, *Mayor*

Attest: \_\_\_\_\_  
*City Clerk*



  
 Greg Ashworth, P.E.  
 Turnipseed Engineers  
 Atlanta, Georgia

CITY OF DAHLONEGA, GEORGIA LIME SLURRY SYSTEM	Willow Construction, Inc. Powder Springs, Georgia	F.S. Scarbrough, LLC Peachtree City, Georgia
<b>Item 1</b> For furnishing all materials and performing all labor necessary for installation of a complete lime slurry system, including earth excavation, dewatering, backfill, grading, concrete, piping, valves, mechanical (excluding the cost of Major Mechanical Equipment listed in Item No. 2), painting, electrical, erosion control and other work and appurtenances for the completion of the work as shown on the Drawings and/or specified, the lump sum amount of:	\$381,708.00	\$442,285.02
<b>Item 2</b> For furnishing and installing Major Mechanical Equipment		
Equipment and Manufacturer	PRICE	BASE BID
a. Lime Slurry System - Section 6.11		
Mfr. Cal-Flo	\$403,692.00	\$402,132.00
Subtotal amount bid, Items 1 through 2 inclusive, the amount of:	\$785,400.00	\$844,417.02

**EXTRA WORK IF ORDERED BY ENGINEER**

ITEM NO.	QTY.	UNITS	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
3.	25	CY	CRUSHED STONE STABILIZATION (including excavation and disposal of unsuitable material)	\$80.00	\$2,000.00	\$350.00	\$8,750.00
4.	5	CY	ROCK EXCAVATION	\$400.00	\$2,000.00	\$800.00	\$4,000.00
5.	1	LS	SPARE PARTS ALLOWANCE	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Subtotal Amount Bid, Items 3 through 5 Inclusive, the amount of:					\$14,000.00		\$22,750.00
<b>TOTAL AMOUNT BID, DIVISION ONE ITEMS 1 THROUGH 5 INCLUSIVE, THE AMOUNT OF:</b>					<b>\$799,400.00</b>		<b>\$867,167.02</b>

**SUBSTITUTE EQUIPMENT**

The Bidder may offer at his own option the bid price and name of other makes of equipment which he desires to substitute for specified names designated by him in Item 2 of the proposal. The Bidder is referred to Section 8 of these Specifications for "Substitute Equipment" requirements.

SECTION	DESCRIPTION	PRICE	PRICE
_____	Mfr. _____	_____	_____
_____	Mfr. _____	_____	_____
_____	Mfr. _____	_____	_____