



CITY OF DAHLONEGA

Council Meeting Agenda

November 06, 2023, 6:00 PM

Gary McCullough 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 – 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.

CALL TO ORDER AND WELCOME

PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

APPROVAL OF AGENDA

APPROVAL OF CONSENT AGENDA

1. 2024 Meeting Dates - Public Notice - Strategic Priority #3 - Communication
Mary Csukas, City Clerk
2. Contract Renewal - Jarrard Water Services (JWS) – Strategic Priority #1 - Infrastructure
Allison Martin, City Manager
3. Mailbox Ordinance 2023-06
Doug Parks, City Attorney
4. Renewal of Probation Contract
Doug Parks, City Attorney
5. 2024 Agreement for Tourism Development Services – Strategic Priority #3 - Communication
Allison Martin, Finance Director

PUBLIC COMMENT – PLEASE LIMIT TO THREE MINUTES

APPROVAL OF MINUTES:

- a. City Council Meeting Minutes - October 2, 2023 - Strategic Priority #3 - Communication
Sarah Hunsinger, Assistant City Clerk
- b. City Council Work Session Minutes – October 16th, 2023 – Strategic Priorities #3 - Communication
Sarah Hunsinger, Assistant City Clerk

APPOINTMENT, PROCLAMATION & RECOGNITION:

1. Appointment of Assistant City Clerk – Sarah Hunsinger – Strategic Priority #3
Communication
Mary Csukas, City Clerk
2. Proclamation - Georgia Military Veterans' Hall of Fame, Inc
JoAnne Taylor, Mayor
3. 2023 Community Helping Place Holiday Ornament

Melissa G. Line, LMSW, Executive Director, Community Helping Place

ANNOUNCEMENTS

CITY REPORTS:

- [4.](#) Financial Report - September 2023 (presented as unaudited)

Allison Martin, City Manager

ORDINANCES AND RESOLUTIONS:

- [5.](#) Zoning Map Amendment - (Parcel No. D11-033) Ordinance 2023-09

Doug Parks, City Attorney

CONTRACTS & AGREEMENTS:

OTHER ITEMS:

- [6.](#) 2024 Alcoholic Beverage License Renewals – Strategic Priority #3 Communications

Mary Csukas, City Clerk & Doug Parks, City Attorney

COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

ADJOURNMENT



Public Notice 2024

Notice is hereby given that the Dahlonaga City Council will hold the **Regular Council Meeting** on the first Monday of each month at 6:00 p.m. except for January, July, and September. January will be held on Tuesday due to a State Holiday observance by Chief Judge Raymond E. George. September will be held the following Tuesday, and July will be the next Monday due to the holiday. The meetings for the Regular Council Meeting:

- Tuesday, January 2, 2024
- Monday, February 5, 2024
- Monday, March 4, 2024
- Monday, April 1, 2024
- Monday, May 6, 2024
- Monday, June 3, 2024
- Monday, July 8, 2024 – 4th of July
- Monday, August 5, 2024
- Tuesday, September 3, 2024 – Labor Day
- Monday, October 7, 2024
- Monday, November 4, 2024
- Monday, December 2, 2024

The City of Dahlonaga **Downtown Development Authority's** regular meetings are held on the first Thursday of each month at 8:30 a.m. Due to the holiday, the July meeting will be held on the following Thursday. The meetings for the Downtown Development Authority:

- Thursday, January 4, 2024
- Thursday, February 1, 2024
- Thursday, March 7, 2024
- Thursday, April 4, 2024
- Thursday, May 2, 2024
- Thursday, June 6, 2024
- Thursday, July 11, 2024 – 4th of July
- Thursday, August 1, 2024
- Thursday, September 5, 2024
- Thursday, October 3, 2024
- Thursday, November 7, 2024
- Thursday, December 5, 2024

The City of Dahlonaga **Historic Preservation Commission** Work Session is held on the second Wednesday of each month. Regular meetings are held on the fourth Monday of each month; both are held at 6:00 p.m., and exception dates are underlined. The meeting dates for the Historic Preservation Commission 2024 are listed below.

Work Session	Regular Meetings
* Wednesday, January 10 th	Monday, January 22 nd
* Wednesday, February 14 th	Monday, February 26 th
* Wednesday, March 13 th	Monday, March 25 th
* Wednesday, April 10 th	Monday, April 22 nd
* Wednesday, May 8 th	Monday, May 27 th
* Wednesday, June 12 th	Monday, June 24 th
* Wednesday, July 10 th	Monday, July 22 nd
* Wednesday, August 14 th	Monday, August 26 th
* Wednesday, September 11 th	Monday, September 23 rd
* <u>Thursday, October 10th</u>	Monday, October 28 th
* Wednesday, November 13 th	Monday, November 25 th
* Wednesday, December 11 th	<u>Monday, December 16th</u>

The Dahlonaga City Council will hold a **Work Session** on the third Monday of each month at 4:00 p.m. Due to a holiday, January will be held the following Tuesday, and July will be held the following Monday. The Work Sessions are open meetings. However, there will be no designated time for public comment. The meetings for the Work Session:

- Tuesday, January 16, 2024- Martin Luther King
- Monday, February 19, 2024
- Monday, March 18, 2024
- Monday, April 15, 2024
- Monday, May 20, 2024
- Monday, June 17, 2024
- Monday, July 22, 2024 – 4th of July
- Monday, August 19, 2024
- Monday, September 16, 2024
- Monday, October 21, 2024
- Monday, November 18, 2024
- Monday, December 16, 2024

The City of Dahlonaga **Planning Commission's** regular meetings are held on the first Tuesday of each month at 6:00 p.m. Due to the holiday, January, February, May, September, October, and November will be held the following Wednesday. The meetings for the Planning Commission:

- Wednesday, January 3, 2024
- Wednesday, February 7, 2024
- Tuesday, March 5, 2024
- Tuesday, April 2, 2024
- Wednesday, May 8, 2024 – Court
- Tuesday, June 4, 2024
- Tuesday, July 2, 2024
- Tuesday, August 6, 2024
- Wednesday, September 4, 2024 – Labor Day
- Wednesday, October 9, 2024 – Court
- Wednesday, November 6, 2024- Election
- Tuesday, December 3, 2024

- ❖ The Regular Council meetings are open public meetings and will have a designated time for public comments.
- ❖ The City Council may meet in Executive Sessions, closed to the public, as part of Regular and Special Called meetings to discuss specific real estate, personnel, and legal matters limited by law. Final actions from Executive Sessions occur in open meetings.
- ❖ Special called meetings of the Council, the Board of Zoning Appeals, Downtown Development Authority, Planning Commission, and Historic Preservation Commission may be called as needed and require separate advance notice.
- ❖ Cancellations of any of the meetings mentioned above will be posted on the City of Dahlonaga website, www.dahlonaga.gov, and outside the front door of City Hall and sent to the Dahlonaga Nugget.



City Council Agenda Memo

DATE: October 31, 2023
TITLE: Contract Renewal - Jarrard Water Services (JWS) – Strategic Priority #1 - Infrastructure
PRESENTED BY: Allison Martin, City Manager

AGENDA ITEM DESCRIPTION:

Approval of contract renewal over \$50,000

HISTORY/PAST ACTION:

Jarrard Water Services (John Jarrard's company) has provided part-time consulting services to the water and wastewater departments of the City since January 1, 2020. A base one-year contract was extended in 2022 for another fiscal year in the amount of \$4,458 paid per month, or \$53,496.

FINANCIAL IMPACT:

Already approved budgeted item – no additional impact. No additional staff was hired to replace John's full-time position. The contract renewal is presented with a 3% increase to \$4,592 or \$55,101.

RECOMMENDATION:

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

SUGGESTED MOTIONS:

Motion to approve the renewal of the contract with Jarrard Water Services.

ATTACHMENTS:

JWS Contract 2023 FY24

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is made and entered into this _____ day of _____, 2023, to be effective October 1, 2023 ("Effective Date"), by and between the City of Dahlonega ("City") and Jarrard Water Services, Inc., located at 12 Jarrard Drive, Dahlonega, Georgia 30533 ("Service Provider").

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

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

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

1. Services. The Service Provider is hereby retained by the City. The Service Provider agrees to provide the services set forth in Exhibit A attached hereto and incorporated herein by this reference (the "Services").
2. Services Requirements. Service Provider agrees to use sound and professional principles and practices in accordance with normally accepted industry standards in rendering Services hereunder, and Service Provider further agrees that performance shall reflect the best professional knowledge, skill, and judgment of Service Provider. Service Provider shall furnish competent personnel for the fulfillment of its obligations. If the City deems Service Provider personnel unsatisfactory to perform Service due to a failure by such personnel to comply with the terms and conditions imposed on Service Provider as set forth herein, such personnel shall be removed immediately.
3. Payment. The City agrees to pay the Service Provider monthly at \$4,592, for Services completed in accordance with the terms of this Agreement. Service Provider shall not incur or charge the City any other fees or expenses without the prior written authorization of the City. Performance beyond the limitations set forth in this Agreement (either financial or time) shall be at the sole risk and responsibility of the Service Provider, and the City shall not be obligated to pay for Services exceeding the funding or contract period of this Agreement.

4. Insurance. Insurance requirements are specified in Exhibit A attached hereto.
5. Licenses. License requirements are specified in exhibit A attached hereto.
6. Term. The term of this Agreement shall commence on the Effective Date and expire at the end of the City's fiscal year (September 30), unless this Agreement is otherwise extended. Service Provider may terminate this agreement by providing thirty (30) days' written notice to the other party.
7. Restriction on Competing Activities. During the term of this Agreement and continuing during any renewal of this Agreement, Service Provider shall not engage in consulting and advisory services for any entities operating a water or wastewater system within twenty miles of the current City of Dahlonaga water treatment plant without providing a minimum thirty days' notice to and obtaining the subsequent written consent of the City of Dahlonaga. Excepted from this prohibition is the existing contract between the Service Provider and the U.S. Army installation commonly known as Camp Merrill or the Ranger Camp.
8. Annual Increase. Should there be no change to the Scope of Work, the Service Provider shall be entitled to an increase in the monthly rate for services provided in an amount not to exceed the percentage of funds set aside to provide compensation increases to City employees in the Fiscal Year the contract, or extension, is in force.
9. Entire Agreement. This Agreement, including the exhibit attached hereto, represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous written or oral agreements and all other communications between the parties relating to these Services to be rendered hereunder. Any additional, deletions or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties. In the event of any contradictory provisions between this agreement and the terms of any Exhibit hereto or any purchase order or other documents issued by the City or Service Provider in connection herewith, the terms set forth in the body of this Agreement shall prevail.
10. Severability. The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

[EXECUTION ON FOLLOWING PAGE]

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

THE CITY OF DAHLONEGA

By: _____

Name: Allison Martin

Title: City Manager

JARRARD WATER SERVICES, INC.

By: _____

Name: John A. Jarrard

Title: CFO, CEO & Secretary

APPROVED AS TO FORM:

REVIEWED BY:

By: _____

Name: J. Douglas Parks

Title: City Attorney

By: _____

Name: JoAnne Taylor

Title: Mayor

EXHIBIT A SERVICES

1. Scope of Services

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

2. Insurance Requirements:

- General Liability (\$1,000,000 Minimum per accident)
- Professional Errors and Omissions (\$1,000,000 minimum per accident)
- Automotive (\$100,000 minimum)
- Worker's Compensation (\$500,000) if required. Owner of JWS not covered under Worker's Compensation.

3. License Requirements:

- Georgia Class 1 Water Treatment License
- Georgia Class 1 Wastewater Treatment License
- Georgia Driver's License (Class "C" minimum requirement)



DATE: 11/6/2023
TITLE: Mailbox Ordinance 2023-06
PRESENTED BY: Doug Parks, City Attorney

AGENDA ITEM DESCRIPTION:

Establishing a Mailbox Ordinance to implement a policy addressing regulations of mailbox installation in the City.

HISTORY/PAST ACTION:

This type of ordinance addresses a suggestion made in the City's risk management review.

FINANCIAL IMPACT:

No applicable.

RECOMMENDATION:

Approval is recommended.

SUGGESTED MOTIONS:

Motion to approve Ordinance 2023-06.

ATTACHMENTS:

Mailbox ordinance final.

ORDINANCE 2023-06

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF DAHLONEGA TO ADD REGULATIONS CONCERNING MAILBOX INSTALLATION

WHEREAS, The Mayor and City Council desire to promote the public health, safety, and general welfare of the residents of the city; and,

WHEREAS, The Mayor and City Council wish to eliminate hazardous construction of mailboxes on the public rights of way within the City; and

WHEREAS, The Mayor and City Council, in order to implement that policy, wish to address regulations of mailbox installation in the City; and

NOW THEREFORE, The Mayor and City Council of the City of Dahlonega while in Regular Session on _____ adopted this ordinance, and be it so ordained by the authority thereof, that the Code of Ordinances of the City of Dahlonega is hereby amended by adding a new chapter, i.e., Chapter 35 Mailbox Regulations, as shown in Exhibit A, which is attached hereto. This amendment is adopted with the express authority for Municode to renumber the ordinance sections based on their numbering system.

Except as modified herein, The Code of the City of Dahlonega, Georgia, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future supplements of said Code by appropriate section, division, article or chapter. The City Attorney is directed and authorized to direct the codifier to make necessary minor, non-substantive corrections to the provisions of this Code, including but not limited to, the misspelling of words, typographical errors, duplicate pages, incorrect references to state or federal laws, statutes, this Code, or other codes or similar legal or technical sources, and other similar amendments, without necessity of passage of a corrective ordinance or other action of the Mayor and Council. The City Clerk shall, upon the written advice or recommendation of the city attorney and without the necessity of further council action, alter, amend or supplement any non-codified ordinance, resolution or other record filed in his or her office as necessary to effect similar non-substantive changes or revisions and ensure that such public records are correct, complete and accurate.

All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

So ordained and effective this ____ day of _____. 2023.

JoAnne Taylor, Mayor

Attest: Mary Csukas, City Clerk

Exhibit A

CHAPTER 35: MAILBOX REGULATIONS.

Sec 35-1. Mailbox requirements.

No mailbox or newspaper delivery box (hereafter referred to as a “mailbox”) shall be constructed on any public road right-of-way if it interferes with the safety of the traveling public or the function, maintenance, or operation of any publicly owned roadway or utility. A mailbox installation that does not conform to the provisions of this regulation is an unauthorized encroachment. All mailbox installations must be in accordance with guidelines set forth by the United States Postal Service and the local, state or federal agency responsible for the right-of-way upon which it is placed at the time of placement. However, should any regulation herein be more restrictive than those of the governing authority responsible for the right of way the requirements of these regulations shall govern the installation.

Sec 35-2. Mailbox installation.

A mailbox installation must be approved by the City Engineer or his designee. As with any ground-breaking activity, the installer shall follow state and federal “Call Before You Dig” requirements. A mailbox installation that conforms to the following criteria shall be considered acceptable:

(a) *Location.*

- i. The position of a mailbox must be 41” to 45” from the road surface to the bottom of the mailbox or point of mail entry.
- ii. On curbed streets the roadside face of the mailbox shall be set back from the face of curb distance between six and eight inches. On roadways without curbs or all-weather shoulders and which carry low traffic volumes operating at low speeds, the roadside face of a mailbox shall be offset between eight and twelve inches behind the edge of pavement.
- iii. New installations shall not take place within 8’ of existing utilities unless authorized by the City Engineer or his designee in writing.
- iv. A house or apartment number shall be visible on the mailbox.
- v. Where a mailbox is located at a driveway entrance, it shall be placed on the far side of the driveway in the direction of the delivery route.
- vi. Where a mailbox is located at an intersecting road it shall be located a minimum of 100 feet beyond the center of the intersecting road in the direction of the delivery route.

(b) *Structure.*

- i. Mailboxes shall be of light sheet metal or plastic construction sized to conform to the requirements of the U.S. Postal Service. Newspaper delivery boxes shall be of light sheet metal or plastic construction of minimum dimensions suitable for holding a newspaper.
- ii. No more than two mailboxes may be mounted on a support structure. Lightweight newspaper boxes may be mounted below the mailbox support.

- iii. A single 4"x 4" square wooden post or 2" diameter round steel or aluminum pipe with a strength no greater than a 2" diameter standard strength steel pipe and embedded no more than 24" into the ground shall be acceptable as a mailbox support. A metal post shall not be fitted with an anchor plate, but it may have an anti-twist device that extends no more than 10" below the ground surface. Mailbox supports shall not be encased in concrete or brick.
- iv. The post-to-box attachment details should be of sufficient strength to prevent the box from separating from the post top if the installation is struck by a vehicle.
- v. The minimum spacing between the centers of support posts shall be three-fourths the height of the posts above the ground line.

Sec 35-3. Penalty for violations.

Any violations of these regulations shall be punished under the provisions of Sections 1-7 of this code.



DATE: 11/6/2023
TITLE: Renewal of Probation Contract
PRESENTED BY: Doug Parks, City Attorney

AGENDA ITEM DESCRIPTION:

Contract Renewal with Professional Probation Services, Inc.

HISTORY/PAST ACTION:

This provider has been a good performer for the City for several years now.

FINANCIAL IMPACT:

No financial impact to the City. The fees are paid by the defendants placed on probation. The fee schedule presented contains their first increase in five years but remains reasonable.

RECOMMENDATION:

Approval is recommended.

SUGGESTED MOTIONS:

Motion to approve Renewal of Probation Contract.

ATTACHMENTS:

Renewal probation contract.

**STATE OF GEORGIA
COUNTY OF LUMPKIN**

**CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this _____ day of _____, 2023, by and between the City of Dahlonega, Georgia (hereinafter referred to as the "City") and Professional Probation Services, Inc. (hereinafter referred to as "PPSI"), upon the request and consent of the Chief Judge of the Dahlonega Municipal Court (hereinafter referred to as the "Court").

WITNESSETH:

WHEREAS, the City, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with PPSI with the consent of the Court, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the City with the approval of the Court; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by PPSI of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION BY THE CITY

The City shall designate PPSI as the sole private entity to coordinate, provide, and direct probation and pre-trial programs and services to offenders sentenced by and under the jurisdiction of the Court.

SCOPE OF SERVICES

PPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the rules, standards, and qualifications as set forth by the Department of Community Supervision (DCS), and any subsequent changes, thereto, and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between PPSI and the City, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.
- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.

- E. Maintain individual files for each offender participating in PPSI's programs in accordance with DCS Board Rule 105-2-.14. The files will be maintained in a secured area, in a secure file cabinet, or electronically. PPSI shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.
- F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services in accordance with O.C.G.A. §42-8-108 and DCS Board Rule 105-2-.13.
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Contract and assure that PPSI is providing program services and maintaining records reflective of good business practice.
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.14.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice in accordance with DCS Board Rule 105-2-.14 and 105-2-.15. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost in accordance with O.C.G.A. §42-8-102.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. PPSI shall prioritize the collection of restitution before the collection of fines and probation fees pursuant to O.C.G.A. §17-14-8. PPSI shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).
- L. Submit a written report to the Court as frequently as the Court requires on the amount of Court fines, costs, fees, and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, fees, restitution, and other conviction related costs.
- M. Tender all Court fines and costs ordered and collected from offenders to the Court as frequently as the Court requires.
- N. Comply with all laws regarding confidentiality of offender records in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.09.
- O. Furnish a crime policy, fidelity bond, or letter of credit in the amount of not less than twenty-five thousand (\$25,000.00) dollars as surety for the satisfactory performance of the Contract.

- P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.
- Q. The Court shall assist PPSI in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for PPSI to conduct pre-sentence or probationer investigations as may be requested. PPSI may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.
- R. PPSI shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107 and DCS Board Rule 105-2-.09.
- S. PPSI shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1, O.C.G.A. §42-8-107, and DCS Board Rule 105-2-.10.
- T. PPSI staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107, DCS Board Rule 105-2-.09, and DCS Board Rule 105-2-.12.
- U. PPSI shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 250 probationers under Basic Supervision and no more than 50 probationers under Intensive Supervision. There are no caseload size limitations regarding pay-only cases.
- V. PPSI shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. PPSI will maintain records of community service participation and completion.
- W. PPSI shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. PPSI shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. PPSI shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.
- X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103 and §42-8-103.1.

- Z. PPSI shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Court. PPSI shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court's Judicial Procedures.

PRETRIAL INTERVENTION AND DIVERSION PROGRAM

In accordance with O.C.G.A. §15-18-80, the prosecuting attorney of the Dahunega Municipal Court is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the Solicitor and with the advice and express written consent of the Solicitor, the City designates PPSI as the private entity to be used for the purpose of monitoring program participants' compliance with the Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the City, but by the program participants. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the Solicitor

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the 1st day of January, 2024, and shall continue with a specific expiration date of the 31st day of December, 2024. The contract shall automatically renew for specific one-year terms on January 1st each year, thereafter, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party not less than sixty (60) days prior to the current term's expiration, in accordance with O.C.G.A. §36-60-13. Said automatic renewals shall continue for a maximum period of four (4) years. The contract shall absolutely terminate on December 31, 2028. Notwithstanding anything herein, this contract may be terminated by either party without cause upon giving a sixty (60) day written notice to the other of its intention to do so.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the City.

DEFICIENCIES IN SERVICE, TERMINATION

In the event the City determines there are deficiencies in the service and work provided by PPSI, the City shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract. If PPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the City may declare PPSI in default and this Contract shall be declared terminated upon receipt by PPSI of notice thereof. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, where the City is the complaining party, each such question shall be submitted to the Chief Judge of the Dahlonega Municipal Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Chief Judge of the Lumpkin County Superior Court, or his/her designee, shall be asked to resolve the issues presented.

TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days' prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the City may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The City shall provide PPSI with a written receipt of those items over which the City assumes exclusive control. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City, or seek monetary damages as its remedy in a court of competent jurisdiction.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The City's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years, in accordance with O.C.G.A. §42-8-108, DCS Board Rule 105-2-.14, and DCS Board Rule 105-2-.19.

INSURANCE

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

- | | |
|-------------------------------|-------------------------------|
| Workers' Compensation | - Statutory |
| Bodily Injury Liability | - \$ 100,000 each accident |
| | - \$ 500,000 each occurrence |
| General Liability | - \$1,000,000 each occurrence |
| Personal & Advertising Injury | - \$1,000,000 each occurrence |
| Professional Liability | - \$1,000,000 each occurrence |

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by PPSI, neither the Court nor the City shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any negligent act or omission of PPSI, its employees, agents, or participants in the performance of services conducted on behalf of the City. In addition, PPSI agrees to indemnify and hold harmless the Court and the City, their officials, employees, agents, or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents, or representatives. Further, the City is to be named as an additional named insured on PPSI's liability insurance policies.

ASSIGNMENT

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the City and Court. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the City : The City of Dahlonega
 465 Riley Road
 Dahlonega, GA 305333
 Attn: Allison Martin, City Manager

As to PPSI: Professional Probation Services, Inc.
 327 S. Hill Street, Building A
 Buford, Georgia 30518
 Attn: Keith Ward, CEO

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the City and PPSI.

In witness whereof, the parties here to have executed this agreement on the day first above written.

THE CITY OF DAHLONEGA

PROFESSIONAL PROBATION SERVICES, INC.

JoAnne Taylor, Mayor

Keith Ward, CEO

APPROVED BY THE DAHLONEGA MUNICIPAL COURT

Hammond Law, Chief Judge

J. Douglas Parks, Solicitor

APPROVED BY THE CITY ATTORNEY AS TO FORM:

J. Douglas Parks, City Attorney



City Council Agenda Memo

DATE: October 31, 2023
TITLE: 2024 Agreement for Tourism Development Services – Strategic Priority #3 - Communication
PRESENTED BY: Allison Martin, Finance Director

AGENDA ITEM DESCRIPTION:

This agreement continues tourism promotion services provided by the Dahlonega-Lumpkin County Convention and Visitors Bureau, Inc. as a standalone entity.

HISTORY/PAST ACTION:

Historically, the city has contracted with the Chamber to provide tourism promotion services. This agreement for tourism development services is with the Dahlonega-Lumpkin County Convention and Visitors Bureau, Inc. in recognition of the separation of the two entities. The agreement has been reviewed by legal as to form and reviewed by the Dahlonega-Lumpkin County Convention and Visitors Bureau, Inc. and city staff for content. This is the latest draft of the contract. We are expecting one more revision to address the concerns of the Tourism Board which will be shared and updated as soon as it is prepared.

FINANCIAL IMPACT:

\$297,063 over the year – months January through September are in the FY24 approved budget.

RECOMMENDATION:

Approval of the agreement as provided.

SUGGESTED MOTIONS:

I move to approve the 2024 Agreement for Tourism Development Services as written, or subject to the following changes: (list them).

ATTACHMENTS:

2024 Draft Agreement for Tourism Development Services

AGREEMENT FOR TOURISM DEVELOPMENT SERVICES

This Agreement entered into as of _____, 2023, by and between the City of Dahlonega, a Georgia Municipal Corporation, (the “City”), and the Dahlonega-Lumpkin County Convention and Visitors Bureau, Inc., a private sector nonprofit 501(c)(6) corporation under the laws of Georgia (the “CVB”) is as follows:

WHEREAS, the City may expend funds subject to the following limitations:

Notwithstanding the provisions of paragraph (1) of this subsection, a municipality...may levy a tax under this code section at a rate of 5 percent. A municipality...levying a tax pursuant to this paragraph shall expend (in each fiscal year during which the tax is collected under this paragraph) an amount equal to the amount by which the total taxes collected under this Code section exceed the taxes which would be collected at a rate of 3 percent for the purpose of (a) promoting tourism, conventions, and trade shows; ... Amounts so expended shall be expended only through a contract or contracts with... a private sector nonprofit organization, or through a contract or contracts with some combination of such entities, except that amounts expended for purposes (C) and (D) may be so expended in any otherwise lawful manner.

O.C.G.A. 48-13-51(a)(3).

WHEREAS, the City may expend funds for promoting tourism; and

WHEREAS, such expenditures are permissible pursuant to a contract with a private sector nonprofit organization; and

WHEREAS, the CVB is a private sector nonprofit organization exempt from income tax under IRC 501(c)(6) which is willing and authorized to expend such funds for the purpose of promoting tourism in Dahlonega, Georgia as provided by law; and

NOW, THEREFORE, in consideration of the premises herein, the parties agree as follows:

1) **Compensation and related details.**

- i. During the term of this Agreement, the City agrees to provide in consideration for the services rendered certain restricted funds to be derived from the proceeds of the hotel-motel tax. The monthly sum provided shall be \$24,755.25. The term proceeds as referenced in this paragraph shall be certain funds collected from the levy of the hotel-motel tax by the City less the City’s administrative fee of 3% of the funds collected, and the term restricted shall mean the funds shall be used exclusively for Tourism, Convention and Trade Show purposes as same are used in Title 48 Chapter 13 Article 3 of the Georgia Code.
- ii. The CVB shall, in consideration of the tax funds referenced above, provide bi-monthly financial reports to the City by the 30th day of each calendar month following a board meeting in a form mutually agreeable to both the CVB and the City. These reports will be used by the City in part to ascertain the CVB’s

compliance with the terms of this Agreement and with O.C.G.A. Section 48-13-51(9)(A). The City may in its sole discretion require during the term of this Agreement additional financial information from the CVB, including specific receipts, copies of checks, deposits, and other similar items. The CVB shall also deliver a copy of its annual Form 990 and annual financial audit with findings and management comments as well as the QuickBooks documentation required by the City's designated auditors before the 180th day following the CVB fiscal year being audited.

- iii. By executing this Agreement, the CVB hereby affirms that it will use the funds received solely and exclusively in compliance with this Agreement and will further expend such funds in full compliance with the City ordinances and state laws. The CVB agrees to defend, indemnify, and hold harmless the City from and against all claims that arise therefrom, including reasonable attorney's fees and court costs of the City.
 - iv. During the term of this contract and during each renewal term, if any, the CVB shall deliver its "cost allocation analysis" to the City of Dahlonega for the next succeeding contract year, including tourism budgets, advertising plans, and projected CVB budgets and such other information sufficient to the satisfaction of the City for it to adopt a budget plan specifying how the proceeds of such tax are to be expended. These efforts, and special CVB tourism promotions if any, shall be reviewed by the City as part of the City's budget process and may be amended at the discretion of the City in consultation with the CVB. The City may then determine and adopt a Tourism Development Services Contract budget plan to be made a part of the City budget plan. Special projects of the CVB, if any, including major renovations or multiyear elements of the work program, may then be identified and budgeted as part of the annual budget process with the City.
- 2) **Expenditure Solely for Promoting Tourism.** Tourism involves traveling to experience and learn about the places, attractions, and activities in the City of Dahlonega, Georgia. All hotel/motel tax sums received by the CVB from the City shall be expended for the purpose of promoting tourism within one year, and solely for the benefit of the City and only as follows:
- i. Promoting and stimulating tourism in Dahlonega to increase leisure visitor volume, overnight stays, visitor spending, and economic impact through the promotion and distribution of the City's travel products to the travel trade; and
 - ii. Promoting conventions, events, and trade shows, which includes planning, conducting, or participating in programs of information and publicity designed to attract or advertise tourism, conventions, events, or trade shows; and
 - iii. The promotion of recreational, cultural, historic, and natural resources of Dahlonega to attract both leisure and group visitors to Dahlonega;
Tourism promotion efforts must involve the following elements:

- i. The CVB will employ one full-time Executive Director to administer, initiate, and monitor all advertising/marketing campaigns for the City; and
 - ii. This employee will be expected to attend tourism training and be an active member in tourism organizations, regional trails, and heritage programs, that will help promote the City of Dahlonega as a leisure and group travel destination, convention and meeting location, and a cultural heritage center of the Northeast region, and to appear both quarterly and on request before the Mayor and the City Council at a public meeting to discuss the CVB's operation and finances.
 - iii. A staffed Welcome Center that will provide an outlet for promotional materials and a place to help with information about activities in Dahlonega and provide restroom facilities for the public. Hours of operation of the Welcome Center shall be approved by the City. It is expected that the traditional hours as follows shall be maintained: Hours of operation of the Welcome Center will be 10:00 a.m. – 5:00 p.m. Monday-Friday, 10:00 a.m. – 5:00 p.m. Saturday, and 10:00 a.m. – 5:00 p.m. on Sunday. The Welcome Center and public restrooms may be open longer during peak season(s) and weekends. Any reduction of these hours will need to be approved by the City.
- 3) **Audit Verification.** The CVB shall provide audit verification, as described below, to the City and demonstrate that the CVB uses the funds solely and exclusively for the purpose of promoting tourism in conformance with this Agreement. Reports are due 180 days following the end of the CVB's fiscal year. Failure to file the required report may compromise the CVB's status to receive grant funds.
 - a. The CVB shall provide a cost allocation schedule for overhead costs associated with the use of CVB facilities for tourism activities. The audit verification shall include a Line-item Detailed Expense Report to the City identifying and describing each item funded with hotel/motel tax revenues including all direct and indirect costs. Detailed invoices shall be retained in compliance with the City's retention schedule and will be available for review at the CVB offices. The City Clerk shall provide a copy of the retention policy upon request.
 - b. At the end of the fiscal year, the CVB shall internally perform this audit verification and provide to the City a Detailed Annual Report that conveys each item funded with hotel/motel tax. Every third year, the CVB shall hire an outside agency to perform a full audit in lieu of its annual internal review and submit the findings in a report to the City.
- 4) **Audits of Lodging Properties.** The City shall periodically perform unannounced audits of one, some, or all lodging properties in the City. These may be undertaken by an outside agency. Such lodging property audits shall be paid for from new tax funds collected

incident to the audit process or from hotel-motel tax collections, prorated between the CVB and the City based on the revenue sharing agreement in place at the time of payment not to exceed a cost of \$5,000.00 for the CVB's share.

- 5) **Use of Jointly Owned Facility.** The CVB occupies a building provided to it in part by the City. The CVB shall maintain insurance on the building's contents and liability insurance satisfactory to the City. A copy shall be furnished to the City together with a certificate of insurance at the time of execution of this contract and upon each renewal. The CVB shall pay all monthly routine operational bills including but not limited to electricity, internet, telephone and water. The CVB shall also provide paper supplies, hand soap and related items for proper operation of restrooms. The building may be inspected by the City at any time.
- i. In lieu of rent, the CVB shall perform all needed upkeep and maintenance of the interior of the building from Tourism and non-tourism monies based upon a functional analysis of the expense. Exterior maintenance and major repairs will be paid in equal thirds by the CVB, the City, and Lumpkin County. A contingency fund of no less than \$6,000 and no more than \$12,000 will be maintained by the CVB for this purpose. The CVB will obtain approval from the City and Lumpkin County prior to making any modifications to the building. Should a maintenance bill not be paid on time, or cited maintenance not be performed as suggested by the City's inspection within the time specified, the said bill will be paid by the City after consultation with the CVB. The amount of the bill or maintenance cost will be subtracted from the next available City hotel/motel revenue payment to the CVB. The value of the rent shall be reflected in the CVB's annual audit and Form 990.
- 6) **Notices.** All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such notice, request, demand, or other communication shall be considered given or delivered on the date of receipt. The rejection or other refusal to accept or inability to deliver because of a changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand, or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands, or other communications required or permitted to be given hereunder by such party.
- i. City of Dahlonega.
Attn: Allison Martin
465 Riley Road
Dahlonega, Georgia 30533
 - ii. Dahlonega-Lumpkin County Convention and Visitor's Bureau
Attn: Sam McDuffie
13 S Park Street
Dahlonega, GA 30533

- 7) **Term, Renewal and Termination.** The term of this contract shall commence on January 1, 2024 and end on December 31, 2024. This agreement shall automatically renew on the first day of the calendar year that immediately follows the current Agreement term. Either party may terminate the Agreement at the end of its annual term and bar automatic renewal by written notice to the opposing party's notice address listed in paragraph 6, provided such written notice is postmarked no later than sixty (60) days prior to the end of the current annual term.
- 8) **Assignment.** The parties hereto may not assign, sublet, or transfer their interest in and responsibilities under this agreement without the prior written approval of all parties hereto.
- 9) **Georgia Law.** It is the intention of the parties that the laws of Georgia shall govern the validity of this agreement, the construction of its terms, and the interpretation of the rights or duties of the parties.
- 10) **Severability.** In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remained hereof and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion had never been a part hereof.
- 11) **Reasonable Cooperation.** On and after the date of this agreement, both parties shall, at the request of the other, make, execute, and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this agreement.
- 12) **Time.** Time is and shall be of the essence under this agreement.
- 13) **Binding Authority.** The parties signing this agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.
- 14) **Integration.** This agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. This agreement shall not be modified or amended except by a written instrument executed by or on behalf of the parties in the same manner in which this agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.
- 15) **Compliance with Law, Responsibility for Transmission of Meeting Records.** By executing this Agreement, the CVB acknowledges it may be a contracted organization, receiving 33% or more of its total operating budget from hotel/motel tax, and if so, is subject to the Open Meetings Act (O.C.G.A. 50-15-1 et. Seq) and Open Records Act

(O.C.G.A. 50-18/70 et. Seq.). The CVB will provide the City a copy of Committee/Board meeting notices, agendas and supporting documents, and minutes from each and every meeting reflecting a report of the Convention and Visitor's Bureau activities and official actions taken by the governing body.

IN WITNESS WHEREOF, the parties have signed this Agreement under their hand and seal on the date set forth above.

CITY OF DAHLONEGA, GEORGIA

Acting by and through its Duly Elected
Mayor and City Council

By: _____
JoAnne Taylor

Title: Mayor _____

Date: _____

Attest: _____
City Clerk

DAHLONEGA-LUMPKIN COUNTY
CONVENTION AND VISITORS
BUREAU INC.

By: _____
Sam McDuffie

Title: Executive Director _____

Date: _____



CITY OF DAHLONEGA Council Meeting Minutes

October 02, 2023, 6:00 PM

Gary McCullough 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 – 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.

CALL TO ORDER AND WELCOME

Mayor Taylor called to order the City Council Meeting of October 2, 2023, at 6:00 p.m.

Mayor Taylor welcomed everyone to the meeting and informed the audience that topics discussed at the recent Work Session would be up for approval tonight.

PRESENT

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

PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Talyor led the prayer, and Councilmember Larson led the Pledge of Allegiance.

APPROVAL OF AGENDA

Mayor Taylor informed the audience that the Council approved the updated vision statement and mission statement that was recently developed as a result of the collaboration with the Council and Staff during a retreat in Canton a few months ago. She thanked the City staff for making those changes and seeking approval from the Council.

Mayor Taylor called for a motion to approve the agenda and move two items to the council meeting in the November meeting. Cemetery Committee Recognition is well deserved, but none could be there tonight, so we will wait until they arrive. That second item is the Cemetery Committee Annual Report. With those two changes, Mayor Taylor entertains a motion to approve the Agenda.

Councilmember Gaddis made a motion to approve the agenda with these changes, Seconded by Councilmember Bagley.

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

PUBLIC COMMENT – PLEASE LIMIT TO THREE MINUTES

Mayor Taylor opened the floor to public comments.

Mr. Gribben expressed his thoughts on the City of Dahlonaga.

Mayor Taylor thanked everyone for the public comment.

APPROVAL OF MINUTES:

- a. Council Meeting Minutes - September 5, 2023, Sarah Hunsinger, Assistant City Clerk
- b. City Council Work Session Minutes - September 18, 2023, Sarah Hunsinger, Assistant City Clerk

Mayor Taylor called for a motion to approve the minutes as presented.

Councilmember Larson recommended approval of the September 5th Council Meeting minutes and the Work Session Minutes on September 18th as presented, Seconded by Councilmember Reagin.

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

APPOINTMENT, PROCLAMATION & RECOGNITION:

1. Cemetery Committee Recognition, Mayor JoAnne Taylor

Mayor Taylor announced they will recognize the Cemetery Committee at the November meeting as they are working with students tonight in the cemetery,

ANNOUNCEMENTS: None

CITY REPORTS:

2. Financial Report - August 2023, Allison Martin, City Manager

Mayor Taylor announced that City Manager Martin is absent and will not be in the office for the rest of the week. She asks the council if they have any questions about the August 2023 Financial Report.

Mayor Taylor calls for a motion to accept the August 2023 financial report.

Councilmember Reagin made a motion to accept the financial report for August 2023, Seconded by Councilmember Gaddis.

Mayor Taylor commented that the City is in very good and stable financial shape. We have the tax revenues from the measures we typically use for measuring outside of tourism from pre-pandemic numbers. We are on a good trajectory from that standpoint. All the funds are balanced and well within budget with everything. She goes on to thank Assistant Finance Director Stafford and City Manager Martin.

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

3. Cemetery Committee Annual Report, Chris Worick, Chairman,

This item is moved to the November Council Meeting

ORDINANCES AND RESOLUTIONS: None

CONTRACTS & AGREEMENTS:

4. 2024 Employee Benefits Program, Allison Martin, City Manager

Mayor Taylor introduces the Employee Benefits program by saying that it is that time of year when offering our employees enrollment in the benefits program is timely. She states that the council has seen all this at the Work Session. The final version is included here in the packet for tonight.

Mayor Taylor entertained a motion to approve the 2024 Employee Benefits Program.

Councilmember Shirley made a motion to approve the insurance renewal package offered by GMA and freeze employee contributions for FY2024, Seconded by Councilmember Larson.

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

5. Park Street Utility Project Award, Allison Martin, City Manager & Mark Buchanan, Director of Engineering

Mayor Taylor reminded everyone that the South Park Street portion is approval of the initial phase of that project and how we will fund it. She tells the council that if they had looked at the bid memo, there was an extensive choice of analysis of the particular forms we could contract to complete this complicated job.

Mayor Taylor called for a motion to approve the Park Street Utility Project Award.

Councilmember Gaddis made a motion to approve the award of Division I of the Park Street Utility Improvements Project to Strickland & Sons Pipeline in an amount not to exceed \$4,950,000, Seconded by Councilmember Larson.

Councilmember Gaddis stated that this has been a topic of discussion during his tenure at the Council. Park Street is a critical piece of our infrastructure, and this project will upgrade this area in need.

Councilmember Ariemma stated Dhalonega is excellent, but we all inherited the problems, such as the infrastructure of these streets. He agrees that it needs to be replaced. He asked City Engineer Buchanan, who approved all the equipment prices.

Mayor Taylor stated that one of the more important aspects of this project is that the infrastructure under that street is over one hundred years old, which is hazardous. Most importantly, it will complete a loop for water distribution, allowing better fire pressure at every hydrant. This makes it much more efficient.

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

6. Intergovernmental Service Agreement – Downtown Development Authority, Allison Martin, Finance Director

Mayor Taylor says this is a standard agreement we have had with the DDA, which helps them operate and keeps funding their department for our downtown area to maintain its beauty.

Mayor Taylor requests a motion to approve the Intergovernmental Service Agreement for the Downtown Development Authority.

Councilmember Bagley made a motion to approve the Intergovernmental Service

Agreement with the Downtown Development Authority for FY2024 and fund its budget from general fund revenue (\$100,000) and hotel/motel tax collections (\$84,875),
Seconded by Councilmember Shirley.

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

7. IGA – Lumpkin County & City of Dahlonega Fueling Station Amendment, Allison Martin, City Manager

Mayor Taylor states that this IGA was discussed at our Work Session. This is an Intergovernmental Agreement regarding the fueling station with Lumpkin County and the City of Dahlonega. It is just an amendment to the agreement that we already have in place for a particular type of fuel called DEF, which is very expensive, and we will be sharing the burden of cost with the county.

Mayor Taylor entertains a motion to approve the IGA Lumpkin County & City of Dahlonega Fueling Station Amendment.

Councilmember Reagin made a motion to approve the amendment of the IGA between Lumpkin County and the City of Dahlonega for the use of the Fueling Station, Seconded by Councilmember Gaddis.

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

8. UCBI Banking Service Contract Renewal, Kimberly Stafford, Finance Director

Mayor Taylor stated City Manager Martin discussed this at the Work Session, and the staff has done a lot of work looking for the best offer to allow the City to keep a local bank.

Mayor Taylor entertained a motion to approve the UCBI Banking Service Contract Renewal.

Councilmember Larson made a motion to approve the contract renewal for banking services with UCBI, Seconded by Councilmember Bagley.

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

OTHER ITEMS:

9. Dahlonega Food and Gas INC dba/Gulf Food Mart - Retail Alcoholic Beverage License, Mary Csukas, City Clerk & Doug Parks, City Attorney

The City Attorney Parks states this was discussed briefly at the Work Session. It is an ownership change, and everything else remains the same. Everything is in order, and he recommends approval.

Mayor Taylor calls for a motion to approve the Dahlonega Food and Gas INC dba/Gulf Food Mart - Retail Alcoholic Beverage License.

Councilmember Gaddis made a motion to approve a Class B Retail Beer Package License and a Class C Retail Wine Package License for a store up to 10,000 square feet for Dahlonega Food and Gas INC dba/Gulf Food Mart, Seconded by Councilmember Reagin.

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

COMMENTS – PLEASE LIMIT TO THREE MINUTES

Ms. Csukas reminded everyone that the Alcohol Consumption on the Premises Licenses will be renewed in October. The final day will be October 31st. There is a memo on our website.

City Attorney Parks had no comments.

City Council -

Councilmember Larson thanked the Mayor for the efficiency of this meeting.

Councilmember Gaddis had no comments.

Councilmember Ariemma had no comments.

Councilmember Reagin made no comment.

Councilmember Shirley reminded everyone of the last First Friday Concert of the season.

Councilmember Bagley said he cannot believe it is already October, and it is a very exciting time to be in Dahlonega. Job well done so far to the Lumpkin County High School Football Team. The excitement around the program is amazing. He stated that he had just toured the new elementary school and how amazing it was. He is also very excited about the Gold Rush.

Mayor Comments -

Mayor Taylor had no further comments.

ADJOURNMENT

Mayor Taylor called for a motion to adjourn the meeting at 6:21 P.M.

Motion made by Councilmember Larson, Seconded by Councilmember Reagin.

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



City Council Agenda Memo

DATE: 11/1/2023
TITLE: City Council Work Session Minutes – October 16th, 2023 – Strategic Priorities #3
- Communication
PRESENTED BY: Sarah Hunsinger, Assistant City Clerk

AGENDA ITEM DESCRIPTION:

HISTORY/PAST ACTION:

FINANCIAL IMPACT:

RECOMMENDATION:

SUGGESTED MOTIONS:

ATTACHMENTS:



City Council Agenda Memo

DATE: 10/17/2023
TITLE: Appointment of Assistant City Clerk – Sarah Hunsinger – Strategic Priority #3 Communication
PRESENTED BY: Mary Csukas, City Clerk

AGENDA ITEM DESCRIPTION:

Sarah is the current Assistant City Clerk with the City of Dahlonega and would be an ideal person to appoint this position. Sarah has worked in government under the Lumpkin County Parks and Recreation Department for four years. These formative years have given her a sound foundation to understand some of the requirements for a government position. She is a dedicated individual who has shown the ability to work with diverse individuals. She has completed the 18-hour training course with the Carl Vinson Institute for the position of City Clerk. This training allowed her to meet a large group of City Clerks Assistant and City Clerks and receive the initial training to be in the Assistant City Clerk position.

HISTORY/PAST ACTION:

FINANCIAL IMPACT:

This Assistant City Clerk position is a budgeted position.

RECOMMENDATION:

I recommend the appointment of Sarah Hunsinger to the City of Dahlonega Assistant City Clerk position.

SUGGESTED MOTIONS:

Motion to appoint Sarah Hunsinger as Assistant City Clerk for the City of Dahlonega

ATTACHMENTS:

Proclamation

Georgia Military Veterans' Hall of Fame, Inc

November 4, 2023

WHEREAS: Since the founding of Georgia in 1733, over 1,000,000 of its finest citizens have served in the military, to include active duty, reserves, and national guard; AND

WHEREAS: The patriotic men and women of Dahlonega have always served to ensure that Dahlonega, Georgia, and America are defended and protected; AND

WHEREAS: Georgia currently has 678,304 living veterans of former service to America's military branches; AND

WHEREAS: In 2013, the Georgia Military Veterans' Hall of Fame, Inc. was established to honor and induct annually, fifteen Georgians into the nation's premiere military veterans' hall of fame; AND

WHEREAS Through 2023, 177 Georgians have been inducted, including three from Dahlonega; AND

WHEREAS Since establishing an annual "ROTC Scholarship Program," in 2020, the Georgia Military Veterans' Hall of Fame, Inc. has awarded thirty-nine \$4000 scholarships to Georgia's top thirty-nine high school Senior JROTC Cadets, who are enrolled in the ROTC Program at a Georgia four-year university; AND

WHEREAS: We commend the Georgia Military Veterans' Hall of Fame and the 177 inductees and encourage all citizens to educate themselves concerning this effort and get involved in nominating worthy veterans: THEREFORE

I, JoAnne Taylor, Mayor, and the City Council of Dahlonega, to further recognize and honor this endeavor and inductees, so hereby proclaim Saturday, November 4, 2023, as the Georgia Military Veterans' Hall of Fame, Inc. Day.

Dated this _____ day of _____, 2023

Mayor _____ Attest: _____



Georgia Military Veterans' Hall of Fame, Inc.

Then I heard the voice of the Lord saying, "Whom shall I send? And who will go for us?" And I said, "Here am I. Send me!"
Isaiah 6:8
Greater love has no one than this: to lay down one's life for one's friends. - John 15:13

Board of Directors

Paul R. Longgrear
Founder & ROTC
Scholarship Program Director
COL US Army (Ret)
706-302-2220

Richard H. "Rick" White
Director & Chairman of the Board
COL US Army (Ret)
678-427-0915

John P. "JP" Jones
Chief Financial Officer cer
LTC US Army (Ret)
678-410-8797

Craig A. Everson
Secretary
COL. US Army (Ret)
757-525-6157

Marshall C. Huckaby
Inductee #89
Chief Operations Officer cer
1SG US Army (Ret)
770-658-8159

Tommy Clack
Inductee #2
Fund Raising Coordinator
CPT US Army (Ret)
404-401-7142

Graham R. White
Board Member
COL US Army (Active Duty)
706-593-5095

John D. Blair
Inductee #50
Board Member
SGT US Marines (Veteran)
770-262-5609

Sarita Y. Dyer
Inductee #151
Facebook Coordinator
SGM US Army (Ret)
915-319-0358

John W. Thompson
Inductee #145
Board Member
COL US Army (Ret)
719-258-0160

IRS EIN 46-2025738
GA CORP. ID 13400168

September 5, 2023

Ms. JoAnne Taylor
Mayor, City of Dahlonega
465 Riley Road
Dahlonega, GA 30533

Dear Mayor Taylor:

On behalf of our organization and the inductees, we ask you to consider issuing the enclosed proposed proclamation, ahead of Saturday November 4, 2023. Each year, on the first Saturday of November, we host our annual Induction Banquet, with over 300+ in attendance. This year's fifteen inductees will be honored. Since 2013, 177 Georgians have been inducted, including three from Dahlonega.

Enclosed is a list of all inductees from Lumpkin County. Inductees are selected by Medal of Honor, valor, achievement or service. Also, enclosed is our "information Sheet" and a data sheet sharing statistics.

We encourage everyone to visit our web site and review the citations concerning each inductee, and the other programs we administer throughout the year. At the State Capitol, all inductee's pictures and citations are posted for all to view.

Besides inducting outstanding Georgia veterans, from 2021 - 2023, we have awarded thirty-nine \$4,000 scholarships to Georgia's most outstanding High School Senior JROTC Cadets, who will participate in the ROTC Program in a Georgia four-year university.

If you have any questions, please call Rick White at 678-427-0915. Please have your staff let him know you will do a proclamation and please mail him a copy to the address listed below.

Sincerely,

Paul R. Longgrear
COL. U.S. Army (Ret.)
Founder & ROTC
Scholarship Program
Director

Richard H. "Rick" White
Col. U.S. Army (Ret.)
Director & Chairman of
the Board

John P. "JP" Jones
LTC U.S. Army (Ret.)
Chief Financial Officer
Certified Public Accountant

Enclosures

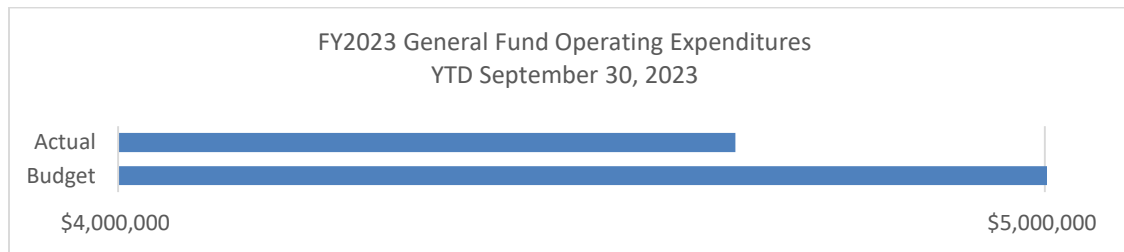
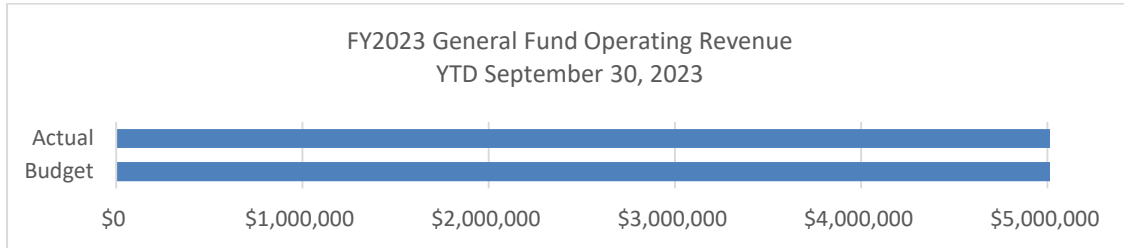




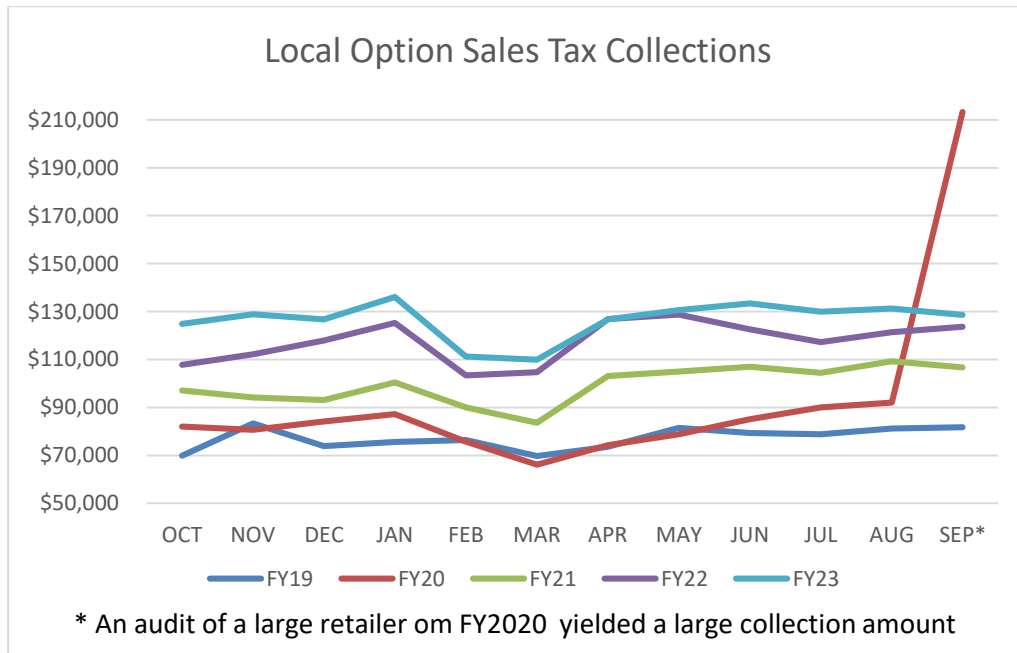
CITY OF DAHLONEGA MONTHLY FINANCIAL REPORTS

For the Twelve Months Ended September 30, 2023 **Presented as unaudited**

GENERAL FUND



- The annual property tax bills were levied and mailed by the Tax Commissioner on October 1st with a December 1st due date. To date, 100% of the 2022 taxes budgeted have been collected.
- Sales tax collections remain strong, reflecting collections 7.54% greater than FY22. The change in the State law related to internet sales taxation has continued to positively impact our collections.
- A large amount was collected in September 2020 from an audit finding for a large retailer.



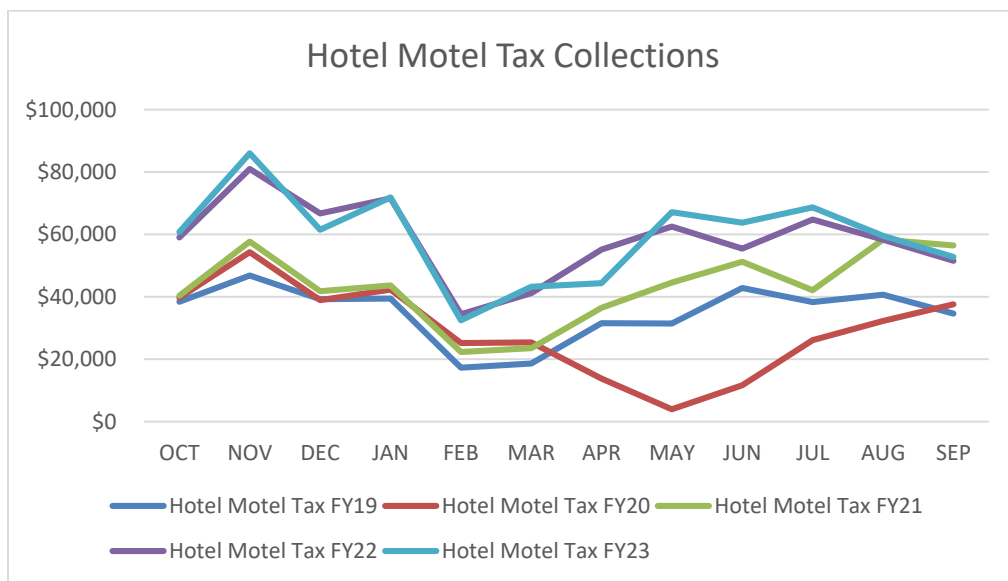
- The annual revenue for Insurance Premium Tax is \$545,246.95 this fiscal year, which is 24% greater than last fiscal year. This amount is based on a population formula.
- Alcoholic Beverage Tax and License revenue collected year-to-date is greater than the prior year.
- Permit revenue collected year-to-date is greater than prior year collections.
- Department expenditures are in line with budget expectations.

DOWNTOWN DEVELOPMENT AUTHORITY

- Operational results are on track with the budget. As the budget was programmed to use fund balance, there is no concern with the lag in revenues for this fund.

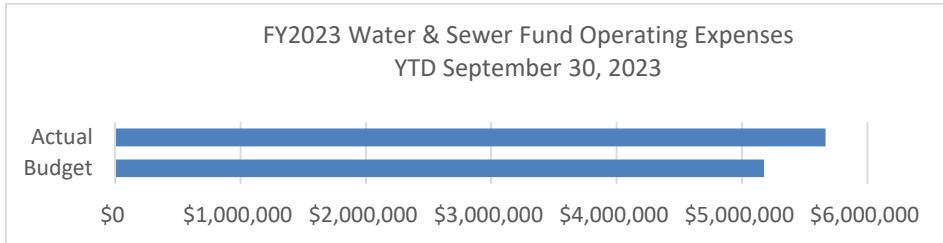
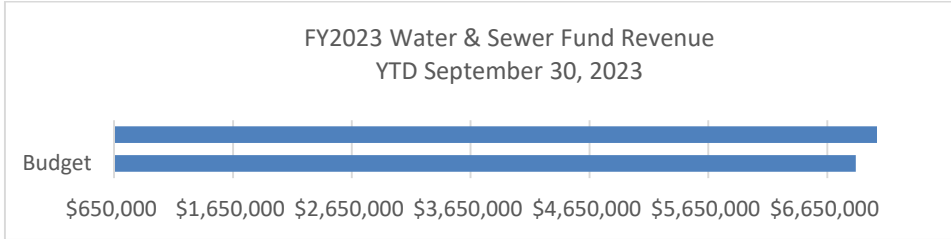
HOTEL/MOTEL TAX FUND

- Tax revenue collections experienced a sharp decline in April 2020 with the onset of the Pandemic. Beginning in September 2020, collections have remained higher than in previous years. FY23 now trends 1.77% greater than FY22 and is still 69.82% higher than pre-pandemic collections. There are two factors for the increase above pre-pandemic levels. One is the change to the law regarding collection by third-party online booking agencies, the other is the new hotel.



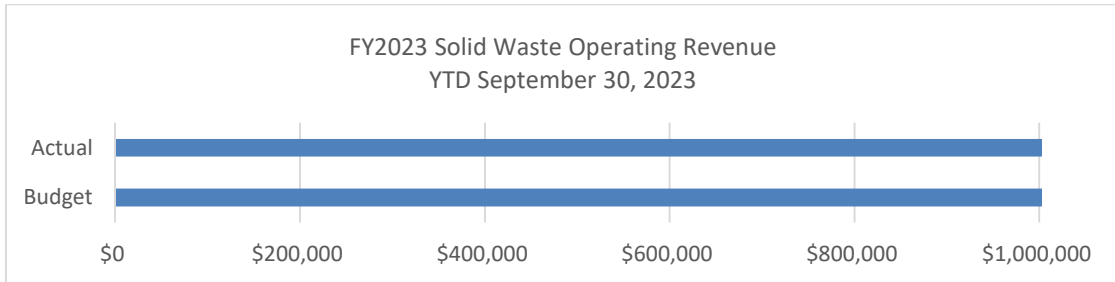
WATER AND SEWER FUND

- Water and sewer sales are trending along with budget projections. Revenue from water sales and sewer charges is 6.18% more than last year and 6.28% greater than pre-pandemic numbers.
- All department expenses are in line with the budget.



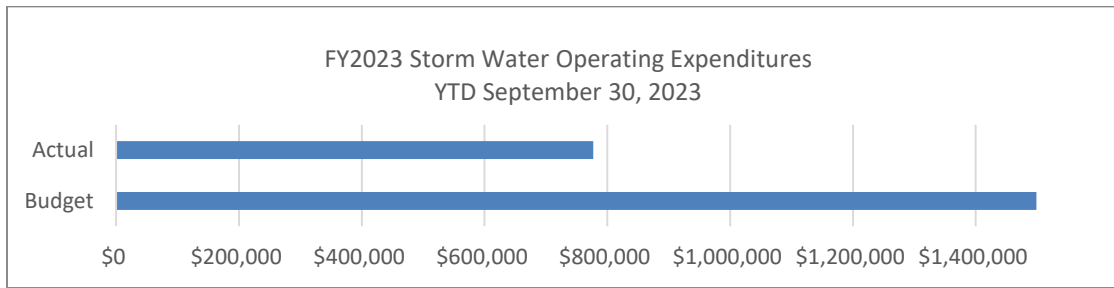
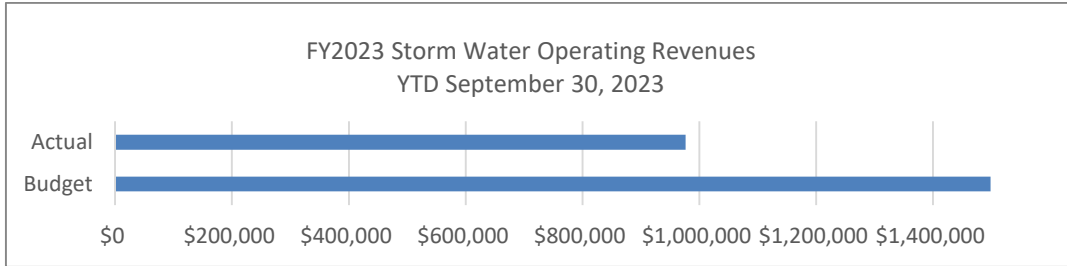
SOLID WASTE FUND

- Refuse Collection Charges are Revenues are 1.89% greater than the prior year.
- Expenses meet budget expectations.



STORMWATER ENTERPRISE FUND

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



(Prepared for Council and Management by the Finance Office 10/31/2023)

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	YTD BALANCE 09/30/2023 NORMAL (ABNORMAL)	% BDGT USED
Fund 100 - GENERAL FUND				
	GENERAL PROPERTY TAXES	1,784,753.00	1,806,328.77	101.21
	GENERAL SALES AND USE TAXES	1,106,535.00	1,393,406.11	125.93
	SELECTIVE SALES AND USES TAXES	225,600.00	231,424.47	102.58
	ALCOHOLIC BEVERAGES LICENSES	138,900.00	149,052.56	107.31
	BUSINESS TAXES	581,801.00	706,181.79	121.38
	PENALTIES AND INTEREST	1,600.00	1,984.97	124.06
	PERMITS AND FEES	73,000.00	155,995.04	213.69
	INTERGOVERNMENTAL REVENUE	21,646.00	39,219.66	181.19
	CHARGES FOR SERVICES	729,483.00	738,323.02	101.21
	FINES AND FORFEITURES	241,600.00	184,139.22	76.22
	INVESTMENT INCOME	26,793.00	111,435.13	415.91
	MISCELLANEOUS REVENUE	22,000.00	11,833.99	53.79
	OTHER FINANCIAL SOURCES	55,000.00	23,340.00	42.44
	OTHER CHARGES FOR SERVICES	15,500.00	16,389.21	105.74
	TRANSFERS IN FROM OTHER FUNDS	102,850.00	102,950.04	100.10
	TOTAL REVENUES	5,127,061.00	5,672,003.98	110.63
	LEGISLATIVE	252,533.00	297,493.63	117.80
	EXECUTIVE	263,848.00	213,333.27	80.43
	ELECTIONS	22,335.00	242.25	1.08
	GENERAL ADMINISTRATION	1,059,920.00	1,028,372.15	97.02
	MUNICIPAL COURT	299,805.00	252,003.71	84.06
	CITY MARSHAL	561,071.00	549,241.02	97.72
	PUBLIC WORKS ADMINISTRATION	198,130.00	167,557.35	84.57
	STREETS	1,237,816.00	1,130,963.92	90.98
	MAINTENANCE AND SHOP	114,099.00	113,353.63	99.35
	CEMETERY	64,173.00	48,159.13	70.56
	PARKS	44,700.00	52,841.15	111.95
	COMMUNITY DEVELOPMENT	447,372.00	301,363.12	67.36
	NON-DEPARTMENTAL	50,000.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	511,259.00	511,259.04	100.00
	TOTAL EXPENDITURES	5,127,061.00	4,666,183.37	90.76
Fund 100 - GENERAL FUND:				
	TOTAL REVENUES	5,127,061.00	5,672,003.98	110.63
	TOTAL EXPENDITURES	5,127,061.00	4,666,183.37	90.76
	NET OF REVENUES & EXPENDITURES	0.00	1,005,820.61	7,054.71

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	YTD BALANCE 09/30/2023 NORMAL (ABNORMAL)	% BDGT USED
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY				
	CHARGES FOR SERVICES	1,100.00	550.23	50.02
	INVESTMENT INCOME	400.00	10,147.76	2,536.94
	CONTRIBUTIONS AND DONATIONS	100.00	3,000.00	3,000.00
	MISCELLANEOUS REVENUE	200.00	6,937.90	3,468.95
	TRANSFERS IN FROM OTHER FUNDS	232,450.00	232,449.96	100.00
	APPROPRIATED FUND BALANCE	71,969.00	0.00	0.00
	TOTAL REVENUES	306,219.00	253,085.85	82.65
	DDA ADMINISTRATION	145,092.00	176,301.90	104.01
	TOURISM	103,284.00	74,165.20	71.81
	DOWNTOWN DEVELOPMENT	57,843.00	85,049.48	147.04
	TOTAL EXPENDITURES	306,219.00	335,516.58	101.48
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY:				
	TOTAL REVENUES	306,219.00	253,085.85	82.65
	TOTAL EXPENDITURES	306,219.00	335,516.58	101.48
	NET OF REVENUES & EXPENDITURES	0.00	(82,430.73)	337.68

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	YTD BALANCE 09/30/2023 NORMAL (ABNORMAL)	% BDGT USED
Fund 275 - HOTEL/MOTEL TAX FUND				
	HOTEL/MOTEL TAXES	680,000.00	651,384.87	95.79
	PENALTIES AND INTEREST	0.00	584.66	100.00
	INVESTMENT INCOME	100.00	4,359.59	4,359.59
	TOTAL REVENUES	680,100.00	656,329.12	96.50
	PURCHASES/CONTRACTED SERVICES	288,575.00	259,484.36	89.92
	TRANSFERS OUT TO OTHER FUNDS	391,525.00	391,524.96	100.00
	TOTAL EXPENDITURES	680,100.00	651,009.32	95.72
Fund 275 - HOTEL/MOTEL TAX FUND:				
	TOTAL REVENUES	680,100.00	656,329.12	96.50
	TOTAL EXPENDITURES	680,100.00	651,009.32	95.72
	NET OF REVENUES & EXPENDITURES	0.00	5,319.80	100.00

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	YTD BALANCE 09/30/2023 NORMAL (ABNORMAL)	% BDGT USED
Fund 505 - WATER AND SEWER ENTERPRISE FUND				
	INTERGOVERNMENTAL REVENUE	0.00	10,434.52	100.00
	FINES AND FORFEITURES	0.00	10,000.00	100.00
	INVESTMENT INCOME	6,600.00	257,444.77	3,900.68
	MISCELLANEOUS REVENUE	3,000.00	6,206.94	206.90
	OTHER FINANCIAL SOURCES	0.00	29,166.00	100.00
	WATER CHARGES	2,941,401.00	3,137,922.82	106.68
	TAP FEES - WATER	175,000.00	508,131.50	290.36
	SEWER CHARGES	2,167,558.00	2,422,563.26	111.76
	TAP FEES - SEWER	175,000.00	550,241.50	314.42
	OTHER CHARGES FOR SERVICES	70,800.00	87,903.02	124.16
	TRANSFERS IN FROM OTHER FUNDS	1,351,502.00	500,000.04	37.00
	TOTAL REVENUES	6,890,861.00	7,520,014.37	109.13
	SEWER LIFT STATIONS	262,198.00	192,619.12	72.01
	SEWER TREATMENT PLANT	784,715.00	789,332.46	98.18
	DISTRIBUTION AND COLLECTION	1,149,766.00	1,067,992.44	89.20
	WATER SUPPLY	362,296.00	181,769.95	50.17
	WATER TREATMENT PLANT	2,320,616.00	1,760,821.02	74.61
	CAPITAL OUTLAYS	1,825,530.00	1,548,067.19	77.13
	INTERFUND CHARGES	125,740.00	125,739.96	100.00
	OTHER COSTS	60,000.00	94.01	0.16
	TOTAL EXPENDITURES	6,890,861.00	5,666,436.15	78.88
Fund 505 - WATER AND SEWER ENTERPRISE FUND:				
	TOTAL REVENUES	6,890,861.00	7,520,014.37	109.13
	TOTAL EXPENDITURES	6,890,861.00	5,666,436.15	78.88
	NET OF REVENUES & EXPENDITURES	0.00	1,853,578.22	632.89

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	YTD BALANCE 09/30/2023 NORMAL (ABNORMAL)	% BDGT USED
Fund 540 - SOLID WASTE ENTERPRISE FUND				
	CHARGES FOR SERVICES	300.00	425.00	141.67
	INVESTMENT INCOME	750.00	16,426.45	2,190.19
	MISCELLANEOUS REVENUE	0.00	630.00	100.00
	OTHER CHARGES FOR SERVICES	8,000.00	7,352.04	91.90
	REFUSE COLLECTION CHARGES	1,003,716.00	1,069,715.92	106.58
	APPROPRIATED NET ASSETS	1,935.00	0.00	0.00
	TOTAL REVENUES	1,014,701.00	1,094,549.41	107.87
	PERSONAL SERVICES AND EMPLOYEE BENEFITS	500,845.00	436,826.50	87.22
	PURCHASES/CONTRACTED SERVICES	222,700.00	270,635.53	121.52
	SUPPLIES	120,700.00	57,644.25	45.33
	CAPITAL OUTLAYS	33,600.00	10,655.00	31.71
	INTERFUND CHARGES	62,870.00	62,870.04	100.00
	OTHER COSTS	40,000.00	24.54	0.06
	DEBT SERVICE	33,986.00	886.84	2.61
	TOTAL EXPENDITURES	1,014,701.00	839,542.70	82.21
Fund 540 - SOLID WASTE ENTERPRISE FUND:				
	TOTAL REVENUES	1,014,701.00	1,094,549.41	107.87
	TOTAL EXPENDITURES	1,014,701.00	839,542.70	82.21
	NET OF REVENUES & EXPENDITURES	0.00	255,006.71	3,948.14

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	YTD BALANCE 09/30/2023 NORMAL (ABNORMAL)	% BDGT USED
Fund 560 - STORMWATER ENTERPRISE FUND				
	INVESTMENT INCOME	500.00	10,223.63	2,044.73
	OTHER CHARGES FOR SERVICES	1,000.00	1,432.62	143.26
	TRANSFERS IN FROM OTHER FUNDS	1,122,279.00	611,259.00	54.47
	STORMWATER UTILITY CHARGES	375,000.00	353,924.96	94.38
	TOTAL REVENUES	1,498,779.00	976,840.21	65.18
PERSONAL SERVICES AND EMPLOYEE BENEFITS				
	PURCHASES/CONTRACTED SERVICES	80,481.00	71,323.49	88.62
	SUPPLIES	31,231.00	3,815.47	4.67
	CAPITAL OUTLAYS	811,494.00	208,125.78	20.35
	INTERFUND CHARGES	493,863.00	493,863.00	100.00
	TOTAL EXPENDITURES	1,498,779.00	777,180.24	45.45
Fund 560 - STORMWATER ENTERPRISE FUND:				
	TOTAL REVENUES	1,498,779.00	976,840.21	65.18
	TOTAL EXPENDITURES	1,498,779.00	777,180.24	45.45
	NET OF REVENUES & EXPENDITURES	0.00	199,659.97	94.55
TOTAL REVENUES - ALL FUNDS				
	TOTAL EXPENDITURES - ALL FUNDS	15,517,721.00	16,172,822.94	104.22
	NET OF REVENUES & EXPENDITURES	0.00	12,935,868.36	80.51
			3,236,954.58	589.42



DATE: 11/6/2023
TITLE: Zoning Map Amendment - (Parcel No. D11-033) Ordinance 2023-09
PRESENTED BY: Doug Parks, City Attorney

AGENDA ITEM DESCRIPTION:

The applicant is requesting to rezone a 0.261± acre (11,369 square feet) property on Meaders Street (Tax Parcel D11 033) from R-1: Single Family Residential District, to R-3: Multiple Family Residential District for the purpose of utilizing the existing single-family residence as a personal vacation home and short-term rental property, with conditions. Within the R-1 zoning district, short-term rentals, as defined in Article VIII (Short Term Rentals) are not permitted use, resulting in the rezoning request.

The staff report calls for the council to make an initial determination of the compatibility of short-term rentals with the existing development pattern and with the adjacent neighborhood. Subject to that determination being made the pro forma ordinance attached suggests several conditions to be imposed.

HISTORY/PAST ACTION:

Planning Commission recommended denial.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Neutral.

SUGGESTED MOTIONS:

Motion to deny if not deemed compatible and to approve if deemed compatible.

ATTACHMENTS:

Staff report is attached. Ordinance 2023-09 is attached.

**CITY OF DAHLONEGA
ORDINANCE 2023-09**

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF DAHLONEGA, GEORGIA, BY CHANGING THE ZONING ON A PARCEL OF LAND COLLECTIVELY CONSISTING OF .261 ACRES, MORE OR LESS, LYING WITHIN TAX PARCEL D11-033. SAID PARCEL OF LAND IS LOCATED IN LAND LOT 951 OF THE 12TH DISTRICT, 1ST SECTION, LUMPKIN COUNTY, GEORGIA RECORDS AS MORE PARTICULARLY DESCRIBED ON THAT CERTAIN PLAT OF SURVEY PREPARED BY JOHN S. LINGLE, GEORGIA REGISTERED LAND SURVEYOR.

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF DAHLONEGA, GEORGIA, AS FOLLOWS:

SECTION I.

The Council finds that the use of the subject property for short-term rental purposes is consistent with the existing development pattern and compatible with the adjacent neighborhood.

Therefore, from and after the passage of this Ordinance the lands described in the Legal Description incorporated into this Ordinance shall be zoned and so designated on the Zoning Map of the City of Dahlonega in classification R-3 (Multiple Family Residential) as may be modified by the conditions set forth herein which are as follows:

- (1) The property shall be compliant with the requirements of Article VIII – Short Term Rentals prior to the issuance of a short-term rental license.
- (2) The approval of the property as a short-term rental shall be approved for the current property owners only. At the time the applicants no longer are the property owners, the short-term rental of the property shall cease, and the new property owners shall be required to apply for continuation of the short-term rental use.
- (3) The use of the property as a short-term rental shall be revoked under the provisions found in Sec. 805 regulation and violation procedures until Article VIII.
- (4) Only uses of property available in the R-1 classification shall be available to this property except for the short-term rental use.

LEGAL DESCRIPTION

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 951 OF THE 12TH DISTRICT, 1ST SECTION OF LUMPKIN COUNTY, GEORGIA, BEING IN THE CITY OF DAHLONEGA, CONSISTING OF 0.261 ACRES, MORE OR LESS, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON, AND BEING MORE PARTICULARLY DESCRIBED AND DELINEATED ACCORDING TO A PLAT OF SURVEY DATED JUNE 12, 2014, PREPARED BY JOHN S. LINGLE, GEORGIA REGISTERED LAND SURVEOR,

WHICH IS RECORDED IN PLAT CABINET ONE, SLIDE 200, PLAT 188A, LUMPKIN COUNTY RECORDS, AND IS HEREBY INCORPORATED BY REFERENCE FOR A MORE DETAILED DESCRIPTION.

SECTION II.

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION III.

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION IV.

The effective date of this Ordinance shall be upon approval by the City Council of Dahlonega, Georgia.

APPROVED THIS _____ DAY OF _____, 2023 BY THE MAYOR AND COUNCIL OF THE CITY OF DAHLONEGA, GEORGIA.

JoAnne Taylor, Mayor

Attest:

Mary Csukas, City Clerk



STAFF REPORT

REZN 23-4

Applicant:	Scott Mikell
Owner:	Chelsea Mikell
Location:	115 N. Meaders Street (Tax Parcel D11 033)
Acreage:	+/- 0.261 Acres
Current Zoning Classification:	R-1 (V): Single-Family Residential District
Requested Zoning Classification:	R-3: Multiple-Family Residential District
Current Use of Property:	Developed / Single-family residence
Proposed Land Use:	Developed / Single-family residence & short-term rental
City Services:	The property is in the Dahlonega Water Service Area

Applicant Proposal

The applicant is requesting to rezone a 0.261± acre (11,369 square feet) property on Meaders Street (Tax Parcel D11 033) from R-1: Single-Family Residential District, with conditions, to R-3: Multiple-Family Residential District for the purpose of utilizing the existing single-family residence as a personal vacation home and short-term rental property. Within the R-1 zoning district, short-term rentals, as defined in Article VIII (Short-Term Rentals) are not a permitted use, resulting in this rezoning request.

In Sec. 802 of Article VIII – Short-Term Rentals, the regulations applicable to short-term rentals outline the requirements to operate a short-term rental on a property. Those requirements include standards related to parking, trash, occupancy numbers, life safety standards, and property management.

History and Surrounding Uses

The subject property is zoned R-1: Single-Family Residential District. The property tax records show that the property has been in the ownership of the current property owners since October 25, 2022. Previously, a request for a variance was heard by the Zoning Board of Appeals in 1987 to permit the construction of a second residence on the property. In 1991 the former property owner appeared before the City Council to determine if the



second residence could still be constructed. The minutes from the meeting indicate that it could be constructed if it met city regulations. It is unclear if a second residence was ever constructed. Currently, there is only a single residence on the property.

North: Directly north of the subject property are other R-1: Single-Family Residential District zoned parcels.

South: The property directly south across Hawkings Street is Hancock Park and is zoned CBD: Central Business District.

East: To the east of the subject parcel is a 1.12± acre parcel zoned R-2 (C): Multiple-Family Residential (Conditions) zoned parcel developed with a condominium rental development.

West: Adjacent to the west is a 0.51± acre parcel zoned R-1: Single-Family Residential District parcel developed with single-family residence.

Staff Analysis

The applicant is requesting to rezone the subject property from R-1: Single-Family Residential District to R-3: Multiple-Family Residential District for the purpose of using the existing single-family residence as both a personal vacation rental and a short-term rental.

The below table summarizes the zoning standards of the R-1: Single-Family Residential and R-3: Multiple-Family Residential Districts, and the proposed development:

Lot Dimensions	Current: R-1: Single-Family Residential	Proposed: R-3: Multiple-Family Residential	Subject Property
Minimum Lot Area	30,000 sq. ft.	10,000 sq. ft.*	11,369 sq. ft.
Minimum Lot Width	100 ft.	60 ft.	104.57 ft. (Meaders St.) 109.25 ft. (Hawkins St.)
Minimum Floor Area	1,200 sq. ft.	700 sq. ft.	1,184 sq. ft.
Maximum Density	1.5 du/a	8.0 du/a (multi-family)	NA
Front Setback (Arterial Streets)	60 ft.	60 ft.	NA
Front Setback (Other Streets)	35 ft.	35 ft.	34.1 ft. (Meaders St.) 43.0 ft. (Hawkins St.)
Side Setback	15 ft.	10 ft.	18.5 ft. (Residence)
Rear Setback	15 ft.	10 ft.	24.6 ft.
Accessory Structure Setback	5 ft.	5 ft.	13.5 ft. (Shed)
** 20,000 square feet is required for a two-family dwelling (duplex).			

The subject property is developed with a 1,184 square foot single-family residence, constructed in 1885 per the Lumpkin County Tax Assessors records. The property falls



below the minimum lot size requirement of the R-1 district and as a result is considered a non-conforming lot a record. Sec. 301 defines a lot of record as “a lot which is part of a subdivision, a plat of which has been recorded in the records of the County Superior Court Clerk; or a parcel of land, the deed of which has been recorded in the same office as of November 6, 1979.” A survey of the subject property was approved for recording as a lot of record by the City of Dahlonega and subsequently recorded with the Lumpkin County Clerk of Court on August 4, 2014.

Finally, Sec. 702. – Minimum requirements states “within each district, the regulations set forth shall be minimum requirements and shall apply uniformly to each class or kind of building, structure or land.”

The request to rezone the subject property (11,369 square feet) from R-1: Single-Family Residential District to R-3: Multiple-Family Residential District meets the minimum lot size requirement of the R-3 district (10,000 square feet) and is consistent with the requirements of Sec. 702.

Sec. 802. - Regulations applicable to short-term rentals.

- a. In addition to the licensing requirements and other requirements set forth herein, the following regulations apply to Short-Term Rentals:

<u>Standard</u>	<u>Compliance?</u>	<u>Notes</u>
Sec. 802(a)(I) - Inspection	At time of licensing	A code compliance verification form must be signed by the owner stating that the property complies with or exceeds current zoning, building, health and life safety code standards
Sec. 802(a)(II) - Parking (1 space per bedroom)	Unknown	The number of bedrooms within the residence is unknown and as a result compliance cannot be determined. It is likely that there is sufficient parking, as there is a paved driveway which appears to be able to accommodate at least 2 vehicles.
Sec. 802(a)(III) - Trash	Unknown	The submitted application does not discuss how trash will be managed.
Sec. 802(a)(IV) - Demarcation of Boundaries	Likely Deficient	The applicant will need to have the property boundaries marked per this code requirement prior to the issuance of any licenses related to the short-term rental license.
Sec. 802(a)(V) - Number of Occupants	Unknown	The number of occupants shall be limited to (four) 4 per bedroom. The maximum number of occupants cannot be determined without more information
Sec. 802(a)(VI) - Fire Extinguishers	Unknown	It is unknown if there are fire extinguishers located within the residence.



Sec. 802(a)(VII) - Smoke Detectors and Carbon Monoxide Detectors	Unknown	It is unknown if there are smoke detectors and carbon monoxide detectors located within the residence.
Sec. 802(a)(VIII)	Unknown	It is unknown who the local property manager will be.

Article XXVI Section 2607 - Criteria to consider for map amendments (rezonings).

In exercising the zoning powers granted to the Mayor and City Council by State Law, the City Council shall apply the following standards in making zoning decisions, weighing each standard to the extent appropriate or relevant to each zoning decision. The standards are analyzed below.

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

The subject property is a corner lot and across the right-of-way is bordered by a condominium development to the east and a city park to the south. Otherwise the subject property in a single-family residential district. The Single-Family Residential District is intended to establish and preserve quiet, stable single-family residential neighborhoods at low densities (up to approximately one and one-half units per acre) free from other uses except those which are compatible with and convenient to the residents of such a district. Rezoning the property to permit a short-term rental could have an impact on the adjacent single-family residential uses. While like the residential occupancy of a single-family residence, the short-term nature of vacation rentals may have an impact on the adjacent single-family residential uses.

2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

The R-3, Multiple-Family Residential District is intended to provide suitable land for a variety of dwelling types at medium to high densities (up to eight units per acre) in areas served by public water and sanitary sewer. Rezoning the property to R-3 for the purpose of permitting a short-term rental could have an impact on the adjacent R-1, single-family residential properties if the property were to be redeveloped in the future.

3. Whether the zoning proposal will result in a use that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

The proposed development is unlikely to result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools so long as it is rented in accordance with Sec. 802



4. Whether the zoning proposal is consistent with the Comprehensive Plan, transportation plans, or other plans adopted for guiding development within the City of Dahlonega.

The character area of this parcel is referred to in the Comprehensive Plan as Public Square. The land use and development strategy for the core area and South Chestatee corridor heavily focus on preservation of eligible properties with physical upgrades to market expectations; and small-scale (two- to three-story maximum above street grade) new infill construction on suitable sites with historically compatible designs. Primary focus for renovation and redevelopment should be on East and West Main, and South Chestatee near Arcadia Street, Ash Avenue, and Maple Street.

The following are encouraged development standards of this area:

- All development to be compatible with design guidelines
- Preservation of existing structures where possible, or context sensitive infill development
- 1-3 story structures oriented on Public Square and approaching streets close to the street front, with minimal on-site parking and full pedestrian accessibility
- Careful evaluation of sites on the ridge north of Hawkins Street offering possible mountain views above treeline
- Landscaping and decorative elements encouraged
- Mixed use structures or variety of residential, commercial and institutional uses
- No drive-through uses permitted

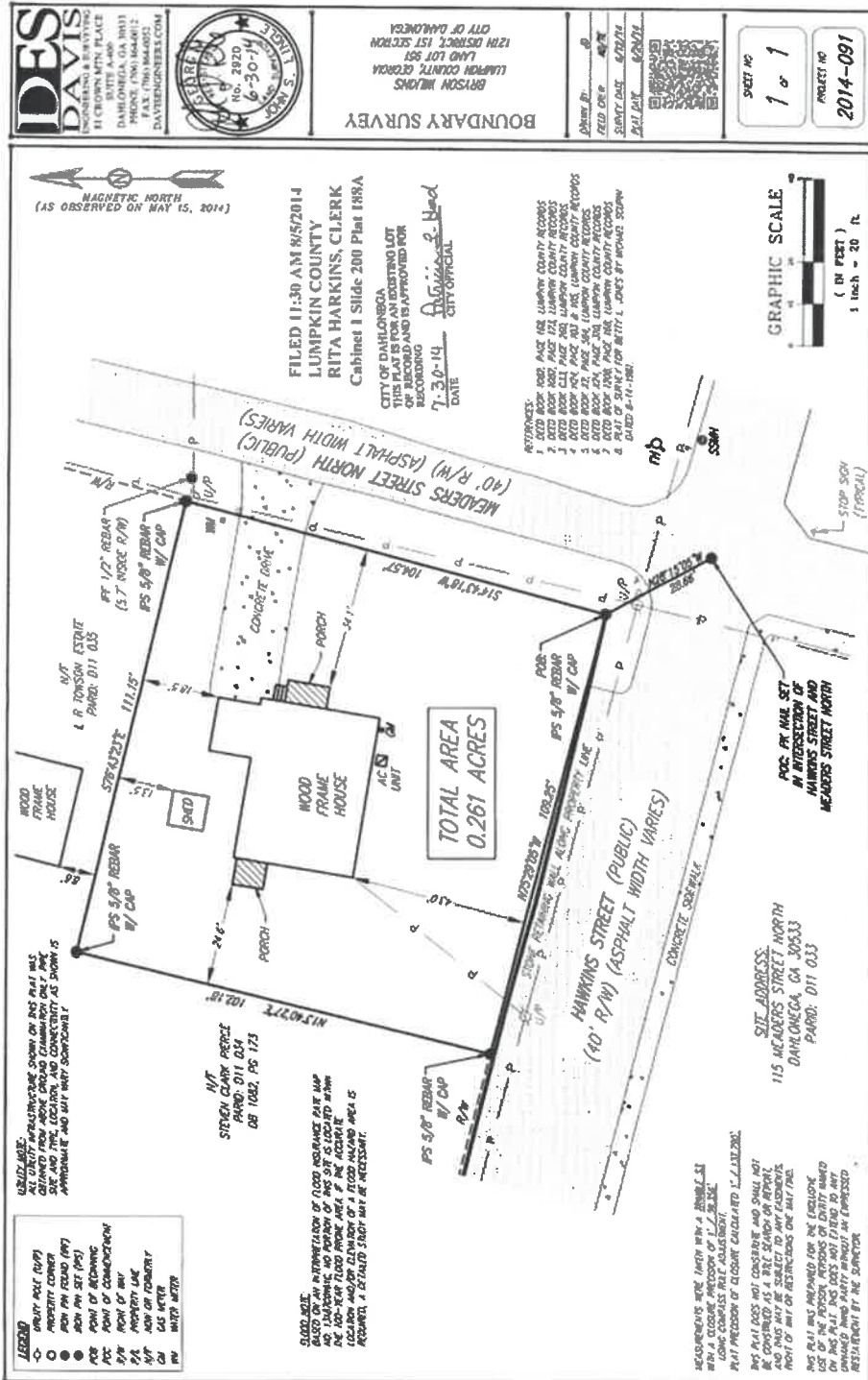
The current proposal can be interpreted as in-line with the goals of the character area though careful thought should be given to whether the introduction of short-term rental properties in the R-1 district could change the character of the neighborhood.

5. Whether there are other existing or changing conditions affecting the use and development of property that give supporting grounds for either approval or disapproval of the zoning or special use proposal.

There are no known existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

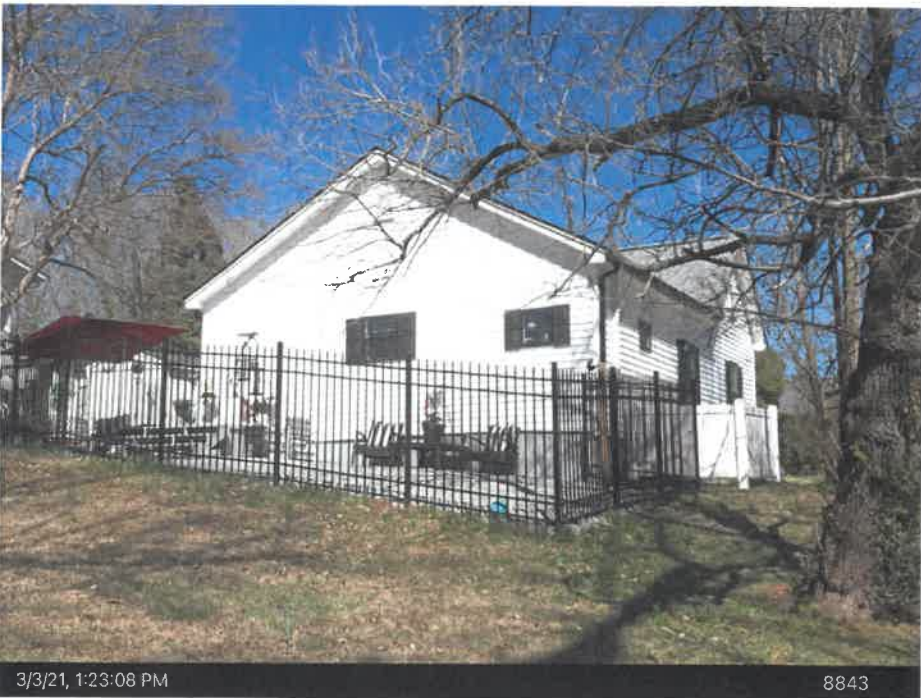


Recorded Plat:





Subject Property Images (Pictures from the Lumpkin County Tax Assessor):





Aerial:

Results:

Parcel ID - D11033
 Real Key / Acct - 8843
 Address - 115 MEADERS STREET NORTH
 Owner - MIKELL CHELSEA J & SCOTT L
 Acres - 0.25

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[Map](#)

Last 2 Sales	Price	Reason	Qual
Date	\$434000	FF	U
10/25/2022	\$150000	FM	Q
8/1/2014			

Parcel ID D11033
 Real Key / Acct 8843
 Class Code Residential
 Taxing District Dahlonega
 Acres 0.25

(Note: Not to be used on legal documents)

Owner MIKELL CHELSEA J & SCOTT L
 115 MEADERS STREET NORTH
 DAHLONEGA, GA 30533

Physical Address 115 MEADERS STREET NORTH
 Assessed Value \$262341

Parcel ID D11033
 Real Key / Acct 8843
 Class Code Residential
 Taxing District Dahlonega
 Acres 0.25

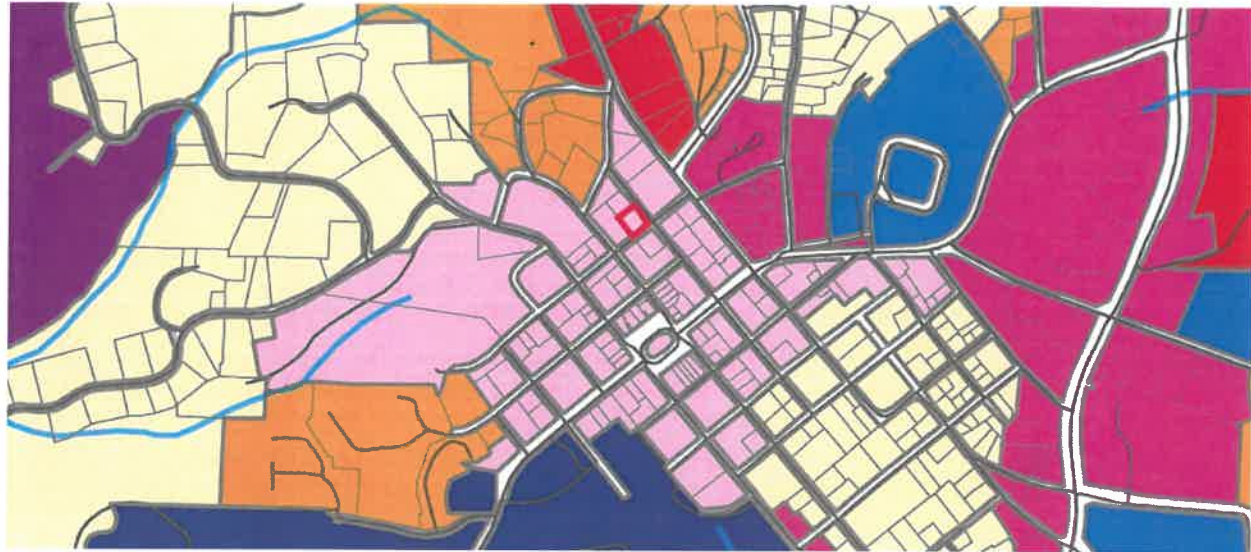


Current Zoning:





Comprehensive Plan:



Legend

<p>Dahlonega Character Areas</p> <ul style="list-style-type: none"> University Of North Georgia Gateway Corridors Industrial Mixed Use Residential 	<ul style="list-style-type: none"> Office/Institutional Park/Recreation/Conservation Public Square Residential Village Commercial 	<ul style="list-style-type: none"> Parcels City of Dahlonega Roads Railroads 	<ul style="list-style-type: none"> Rivers and Streams Lakes and Ponds 	
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0 2,000 4,000 6,000 8,000
 US Feet

Georgia Mountains Regional Commission



Staff Comments:

Staff finds application REZN 23-4 meets the minimal dimensional requirements of the R-3: Multiple-Family Residential District but feels that careful consideration should be given as to whether the introduction of an isolated R-3: Multiple-Family Residential District in an established R-1: Single-Family Residential District neighborhood is consistent with the existing development pattern and whether the short-term rental use is compatible with the adjacent neighborhood. Given that the City must address issues of consistency and compatibility as well as its public policy objectives for short-term rentals in order to review this application the staff does not offer a recommendation.

Should the City find that short-term rental uses are compatible with the neighborhood and consistent with existing development, we recommend that the following conditions based upon your existing regulatory policy be included in any adoption ordinance:

1. The property shall be compliant with the requirements of Article VIII – Short-Term Rentals prior to the issuance of a short-term rental license.
2. The approval of the property as a short-term rental shall be approved for the currently property owners only. At the time the applicants no longer are the property owners, the short-term rental of the property shall cease, and the new property owners shall be required to apply for continuation of the short-term rental use.
3. The use of the property as a short-term rental shall be revoked under the provisions found in Sec. 805 regulation and violation procedures until Article VIII.



City Council Agenda Memo

DATE: November 1, 2023
TITLE: 2024 Alcoholic Beverage License Renewals – Strategic Priority #3
Communications
PRESENTED BY: Mary Csukas, City Clerk & Doug Parks, City Attorney

AGENDA ITEM DESCRIPTION:

1. Consumption on Premise = Class D, Liquor by the drink, Class E, Beer by the drink & Class F, Wine by the drink.
 - ❖ We have two licenses requiring approval on the renewal list. Three establishments still need to submit renewal information. Zen Ramen and Sushi Burrito, LLC is changing ownership.
2. Retail Package License = Class B, Beer, and Class C, Wine.
 - ❖ We have four licenses requiring approval on the renewal list. These approvals will finalize compliance for the renewal of establishments with retail package store licenses in the City of Dahlonaga.
3. Manufacturer = Class H, Wholesale Beer, Class I, Wholesale Wine & Class K, Brewer.
 - ❖ No applications are pending for the manufacturers.
4. Farm Winery Tasting Room = Wine Tasting Rooms in Dahlonaga.
 - ❖ No applications are pending for the farm winery tasting rooms.

HISTORY/PAST ACTION:

Our annual renewal of alcoholic beverage licenses by class is underway. The city staff has reviewed the applications on the attached alcoholic beverage license renewal by class list for compliance.

FINANCIAL IMPACT:

Collection of Alcoholic Beverage Excise Tax Revenue.

RECOMMENDATION:

Review and approve each alcoholic beverage license listed on the alcoholic beverage license renewal by Class list for Consumption on Premise Class D, Liquor by the drink, Class E, Beer by the drink & Class F, Wine by the drink and Retail Package License = Class B, Beer, and Class C, Wine.

SUGGESTED MOTIONS:

Approve the alcoholic beverage licenses listed on the 2023 Alcoholic Beverage License Renewal by Class List.

ATTACHMENTS:

2024 Alcoholic Beverage License Renewal by Class List