



# CITY OF DAHLONEGA

## Council Meeting - Amended Agenda

May 06, 2024, 6:00 PM

Gary McCullough Chambers, Dahlonega City Hall

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

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

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

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### CALL TO ORDER AND WELCOME

### PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

### APPROVAL OF AGENDA

### APPROVAL OF CONSENT AGENDA

1. 2024 National Travel and Tourism Week Joint Proclamation  
Allison Martin, City Manager
2. 2024 Georgia Cities Week Resolution  
Allison Martin, City Manager  
Strategic Priority - Communication
3. Application for a Consumption on Premise Alcoholic Beverage License – Georgia 7 Pie LLC dba 7 Pie Pizzeria  
Doug Parks, City Attorney & Mary Csukas, City Clerk  
Strategic Priority - Communication
4. Application for a Retail Alcoholic Beverage License – Dahlonega Tours and More LLC dba Dahlonega Walking Tours Ghost and Grapes Tasting Room  
Doug Parks, City Attorney & Mary Csukas, City Clerk  
Strategic Priority - Communication

### PUBLIC COMMENT – Limit to 3 minutes

### APPROVAL OF MINUTES:

- a. Council Meeting Minutes - March 4, 2024  
Sarah Hunsinger, Assistant City Clerk
- b. City Council Work Session Minutes - March 18, 2024  
Sarah Hunsinger, Assistant City Clerk
- c. City Council Meeting Minutes - April 1, 2024  
Sarah Hunsinger, Assistant City Clerk
- d. City Council Work Session Minutes - April 15, 2024  
Sarah Hunsinger, Assistant City Clerk

### APPOINTMENT, PROCLAMATION & RECOGNITION:

1. Oath of Office Robert Conaway - Planning Commission  
JoAnne Taylor, Mayor  
Strategic Priorities - Effectively Manage Growth
2. Appointment to the Planning Commission  
JoAnne Taylor, Mayor  
Strategic Priorities - Effectively Manage Growth
3. Re-appointment to the Downtown Development Authority Board  
JoAnne Taylor, Mayor  
Strategic Priorities - Effectively Manage Growth

#### ANNOUNCEMENTS

#### CITY REPORTS:

4. Financial Report - March 2024  
Allison Martin, City Manager

#### ORDINANCES AND RESOLUTIONS:

5. Ordinance 2023-06 Amendment Two and Ordinance 2024-03 Amending Sign Regulations  
Doug Parks  
Strategic Priority - Communication

#### CONTRACTS & AGREEMENTS:

6. GDOT PI#0016628 ROW Mowing and Maintenance Agreement Pedestrian Bridge  
Mark Buchanan, City Engineer  
Strategic Priority - Infrastructure
7. Peaks of Dahlonega Water Main Upsize Agreement  
Allison Martin, City Manager  
Strategic Priority - Communication

#### OTHER ITEMS:

8. District 2 Officers for 2024-2025  
Allison Martin, City Manager  
Strategic Priority - Communication
9. Dahlonega Sunrise Rotary Clock Donation  
Allison Martin, City Manager  
Strategic Priority - Communication
10. Executive Session - Real Estate

#### COMMENTS – PLEASE LIMIT TO THREE MINUTES

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

#### ADJOURNMENT

A JOINT PROCLAMATION BY THE CITY OF DAHLONEGA AND LUMPKIN COUNTY  
NATIONAL TRAVEL AND TOURISM WEEK, MAY 19-25, 2024

**WHEREAS**, the travel industry is essential to the success of every industry and will continue to be a critical part of Dahlonega-Lumpkin County’s economy, development, and workforce.

**WHEREAS**, travel is an economic powerhouse for every state and destination across the country, with an economic output of \$2.58 trillion and supporting 15 million American jobs.

**WHEREAS**, travel spending supports vibrant and safe communities in Georgia and across the United States by generating \$89 billion in state and local tax revenue in 2023 to support essential services, such as education, emergency response, public safety and more.

**WHEREAS**, travel enables success for all industries—including manufacturing, agriculture, defense, healthcare, and more—by driving sales growth, innovation, education, and operations that power our economy, nation, and Dahlonega-Lumpkin County.

**WHEREAS**, locally, visitors spent \$96.4 million and generated 7.8 million dollars of sales tax for use in our state and local jurisdictions in 2022. Tourism spending supports 950 jobs in our local community.

**WHEREAS**, America’s travel industry cannot be globally competitive without maximizing growth in leisure, business, and international inbound travelers; increasing travel to and within the United States drives our economy to a more prosperous future and connects America.

**WHEREAS**, Small businesses account for more than 60% of leisure and hospitality employment

**WHEREAS**, travel is an essential industry, and we must continue to communicate that growing travel leads to economic growth, benefits businesses, fosters mutual understanding, and connects the nation.

**NOW, Therefore, BE IT RESOLVED**, that the City of Dahlonega and Lumpkin County, do hereby proclaim May 19-25, 2024, as National Travel and Tourism Week in Dahlonega-Lumpkin County and urge the citizens of Dahlonega-Lumpkin County to join us in recognizing the essential role this industry plays in Dahlonega-Lumpkin County.

Approved this 20<sup>th</sup> day of May 2024.

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

Attest:

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

\_\_\_\_\_  
Chris Dockery, Chairman

Attest:

\_\_\_\_\_  
Melissa Witcher, County Clerk

RESOLUTION 2024-03  
GEORGIA CITIES WEEK  
APRIL 21-27, 2024

A RESOLUTION OF THE CITY OF DAHLONEGA RECOGNIZING GEORGIA CITIES WEEK, APRIL 21-27, 2024, AND ENCOURAGING ALL RESIDENTS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

**WHEREAS**, city government is the closest to most citizens, and the one with the most direct daily impact on its residents; and

**WHEREAS**, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

**WHEREAS**, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

**WHEREAS**, Georgia Cities Week is a very important time to recognize the important role played by city government in our lives; and

**WHEREAS**, this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and

**WHEREAS**, the Georgia Municipal Association and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

**WHEREAS**, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement.

NOW, THEREFORE BE IT RESOLVED THAT THE CITY OF DAHLONEGA DECLARES APRIL 21-27, 2024, AS GEORGIA CITIES WEEK.

BE IT FURTHER RESOLVED THAT THE CITY OF DAHLONEGA ENCOURAGES ALL CITIZENS, CITY GOVERNMENT OFFICIALS, AND EMPLOYEES TO DO EVERYTHING POSSIBLE TO ENSURE THAT THIS WEEK IS RECOGNIZED AND CELEBRATED ACCORDINGLY.

Approved this 15<sup>th</sup> day of April 2024.

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JoAnne Taylor, Mayor

Attest:

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Mary Csukas, City Clerk



# City Council Agenda Memo

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**DATE:** 3/8/2024  
**TITLE:** Application for a Consumption on Premise Alcoholic Beverage License – Georgia 7 Pie LLC dba 7 Pie Pizzeria  
**PRESENTED BY:** Doug Parks, City Attorney & Mary Csukas, City Clerk  
**PRIORITY** Strategic Priority - Communication

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## AGENDA ITEM DESCRIPTION

The application is complete for this establishment for a consumption on on-premise alcoholic beverage license. The applicant requests beer, wine & liquor for this restaurant, 7 Pie Pizzeria.

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## HISTORY/PAST ACTION

No prior history

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## FINANCIAL IMPACT

None

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## RECOMMENDATION

Staff recommends approval of a consumption on-premise alcoholic beverage license to 7 Pie Pizzeria for beer, wine, and liquor.

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## SUGGESTED MOTIONS

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## ATTACHMENTS

DOR Application  
City of Dahlonega alcoholic beverage license application

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# City Council Agenda Memo

**DATE:** 4/10/2024  
**TITLE:** Application for a Retail Alcoholic Beverage License – Dahlonaga Tours and More LLC dba Dahlonaga Walking Tours Ghost and Grapes Tasting Room  
**PRESENTED BY:** Doug Parks, City Attorney & Mary Csukas, City Clerk  
**PRIORITY** Strategic Priority - Communication

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## AGENDA ITEM DESCRIPTION

The application for a retail alcoholic beverage license is complete for this retail establishment. The applicant requests wine only.

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## HISTORY/PAST ACTION

No prior history

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## FINANCIAL IMPACT

None

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## RECOMMENDATION

Staff recommends that Dahlonaga Tours and More LLC, dba Dahlonaga Walking Tours, Ghost and Grapes Tasting Room, be approved for a retail alcoholic beverage license for wine only.

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## SUGGESTED MOTIONS

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## ATTACHMENTS

DOR Application  
City of Dahlonaga alcoholic beverage license application



# CITY OF DAHLONEGA

## Council Meeting Minutes

March 04, 2024, 6:00 PM

Gary McCullough Chambers, Dahlongega City Hall

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### CALL TO ORDER AND WELCOME

### PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Taylor led the prayer and asked Councilmember Gaddis to lead the Pledge of Allegiance.

### APPROVAL OF AGENDA

Mayor Taylor called for a motion to amend the agenda, move item 7 under Appointments, Proclamations, and Recognition, and rename it item 1a.

Motion made by Councilmember Gaddis to amend the agenda and move item 7 to item 1a, Seconded by Councilmember Reagin.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Bagley, Councilmember Brown

### APPROVAL OF CONSENT AGENDA

Mayor Taylor called for a motion to approve the consent agenda.

Benefit Plan Updates, Doug Parks, City Attorney

Strategic Priority - Communication

Statewide Mutal Aid Agreement, Allison Martin, City Manager

Strategic Priority - Communication

Motion made by Councilmember Bagley to approve the consent agenda as submitted, Seconded by Councilmember Reagin.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Bagley, Councilmember Brown

### PUBLIC COMMENT – AGENDA SPECIFIC / THREE MINUTE LIMIT

There were no public comments.

### APPROVAL OF MINUTES:

- a. City Council Meeting Minutes - February 5, 2024  
Mary Csukas, City Clerk
- b. City Council Work Session Minutes February 19, 2024

Sarah Hunsinger, Assistant City Clerk

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

Motion made by Councilmember Ariemma to approve the minutes as presented,  
Seconded by Councilmember Reagin.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin,  
Councilmember Bagley, Councilmember Brown

#### APPOINTMENT, PROCLAMATION & RECOGNITION:

1. Planning Commission Re-Appointment

Mary Csukas, City Clerk

Strategic Priority - Effectively Manage Growth

Ms. Csukas, City Clerk, requested that Robert Conoway be re-appointed to the Planning Commission.

Mayor Taylor called for a motion to approve Robert Conoway.

Motion made by Councilmember Bagley to re-appoint Robert Conoway to the Planning Commission for a one-year term, Seconded by Councilmember Reagin.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin,  
Councilmember Bagley, Councilmember Brown

2. Cemetery Committee Appointments: Worick & Rupard

Mark Buchanan, City Engineer & Public Works Director

Strategic Priority - Effectively Manage Growth

City Engineer & Public Works Director Buchanan recommends appointing Mr Worick and Mr Rupard to the Cemetery Committee.

Mayor Taylor called for a motion to appoint Chris Worick and Robbie Rupard to the Dahlonga Cemetery Committee.

Motion made by Councilmember Gaddis to appoint Chris Worick and Robbie Rupard to the Dahlonga Cemetery Committee, Seconded by Councilmember Reagin.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin,  
Councilmember Bagley, Councilmember Brown

Mayor Taylor swore in both new members of the Cemetery Committee. She thanks everyone who volunteers.

3. Tree Committee Appointments: Chris & Kimberly Mihok

Mark Buchanan, City Engineer & Public Works Director

Strategic Priority - Effectively Manage Growth

Mayor Taylor called for a motion to appoint Chris and Kimberly Mihok to the Dahlonga Tree Committee.

Motion made by Councilmember Brown to appoint Chris and Kimberly Mihok to the Dahlonga Tree Committee, Seconded by Councilmember Bagley.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin,  
Councilmember Bagley, Councilmember Brown



4. Proclamation - Child Abuse

Mayor, JoAnn Taylor

Mayor Taylor read the Proclamation for Child Abuse.

Mayor Taylor called for a motion.

Councilmember Brown's motion moved that April 2024 be Child Abuse Prevention Month, Seconded by Councilmember Bagley.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Bagley, Councilmember Brown

ANNOUNCEMENTS

CITY REPORTS:

5. January 2024 - Financial Report

Allison Martin, City Manager

City Manager Martin reviewed the January 2024 Financial Report with the Mayor and Council.

Mayor Taylor made a motion to accept the January 2024 Financial Report.

Motion made by Councilmember Gaddis to accept the January 2024 financial report, Seconded by Councilmember Ariemma.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Bagley, Councilmember Brown

ORDINANCES AND RESOLUTIONS:

CONTRACTS & AGREEMENTS:

6. Asphalt Leveling and Resurfacing City Streets LMIG Projects #2024-001 In-House Paving Projects #2024-002

Vince Hunsinger, Capital Projects Manager

Strategic Priority - Infrastructure

Capital Projects Manager Hunsinger requests approval for Garrett Paving for Project #2024-001 and Project #2024-002.

Motion made by Councilmember Brown to approve Garrett Paving for LMIG Projects #2024-001 and In-House Paving Projects #2024-002, Seconded by Councilmember Reagin.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Bagley, Councilmember Brown

OTHER ITEMS:

7. Cemetery Committee Bylaws Amendment

Quataunda Armstrong, Cemetery Committee Chairlady

Strategic Priority - Effectively Manage Growth

City Engineer & Public Works Director Buchanan stated the proposed changes to the Cemetery Committee Bylaws.

Mayor Taylor called for a motion to approve the committee bylaws.

Motion made by Councilmember Gaddis to approve the Cemetery Committee bylaws

with the February 22, 2024, amendment as shown, Seconded by Councilmember Bagley.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Bagley, Councilmember Brown

8. Dahlonge Walking Tours and More LLC – 2024 Guided Tours Permit

Mary Csukas, City Clerk

Strategic Priority - Communication

Mayor Taylor called for a motion to approve.

Motion made by Councilmember Reagin to approve the 2024 Cemetery Guided Tours Permit for Dahlonge Walking Tours and More LLC, Seconded by Councilmember Bagley.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Bagley, Councilmember Brown

9. Alcoholic Beverage License Consumption on Premise - The Bear Necessities Café, LLC dba The Bear Necessities Cafe

Doug Parks, City of Attorney & Mary Csukas, City Clerk

Strategic Priority - Communication

City Attorney Parks informed the Mayor and Council that this item is ready for approval.

Mayor Taylor called for a motion to approve.

Motion made by Councilmember Brown to approve a consumption on-premises alcoholic beverage license to the Bear Necessities Café for beer and wine only, Seconded by Councilmember Bagley.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Bagley, Councilmember Brown

10. Alcoholic Beverage License Consumption on Premise – 27onPark LLC, dba Twenty-Seven on Park

Doug Parks, City Attorney & Mary Csukas, City Clerk

Strategic Priority - Communication

Mayor Taylor informed the audience that new information brought forward to the council would take some time to review.

Mayor Taylor called for a motion to table this until the next meeting.

Motion made by Councilmember Gaddis to table this until the next meeting, Seconded by Councilmember Reagin.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Bagley, Councilmember Brown

COMMENTS – PLEASE LIMIT TO THREE MINUTES

Ms. Csukas, City Clerk, had no comments.

City Manager Martin had no comments

City Attorney Parks had no comments

## City Council Comments

Councilmember Gaddis thanked everyone for reaching out while dealing with the loss of his father.

Councilmember Ariemma stated that he had got the chance to attend the Waffles Tea House and had a great experience. He congratulated Councilmember Bagley and his wife and wished them success with the business.

Councilmember Reagin had no comment.

Councilmember Bagley congratulated the basketball team on reaching the Sweet Sixteen and expressed his condolences to Councilmember Gaddis and Councilmember Shielry for their families' losses.

Councilmember Brown expressed his condolences to Councilmember Gaddis and Councilmember Shielry for their families' losses and congratulated everyone who got sworn in this evening.

Mayor Taylor had no comments.

## ADJOURNMENT

Mayor Taylor called for a motion to adjourn at 6:28 P.M.

Motion made by Councilmember Brown to adjourn, Seconded by Councilmember Bagley.  
Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin,  
Councilmember Bagley, Councilmember Brown



# CITY OF DAHLONEGA

## Council Work Session Minutes

March 18, 2024, 4:00 PM

Gary McCullough Council Chambers, Dahlonega City Hall

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### OPEN MEETING

Mayor Taylor called the March 18, 2024, City Council Work Session meeting to order at 4:03 P.M.

Mayor Taylor stated that the public hearing was canceled.

### PRESENT

Mayor JoAnne Taylor  
Councilmember Roman Gaddis  
Councilmember Johnny Ariemma  
Councilmember Ryan Reagin  
Councilmember Ross Shirley  
Councilmember Lance Bagley  
Councilmember Daniel Brown

### APPROVAL OF AGENDA

Mayor Taylor made a motion to amend the agenda and move the presentation to the beginning of the meeting.

Motion made by Councilmember Shirley to amend the agenda and move the presentation to the beginning of the meeting. Seconded by Councilmember Reagin.

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

### PRESENTATION

#### 9. Lumpkin County School System - Sharon Head

Sharon Head, School Superintendent

Strategic Priority - Communication

Sharon Head, School Superintendent, went over the presentation with the Mayor and Council.

There was a discussion about the presentation between the mayor, council members, and Lumpkin Schools Staff.

Mayor Taylor thanked them for coming and for keeping them informed about the school system.

## BOARD & COMMITTEES

1. Cemetery Committee—February 2024

Quataunda Armstrong, Dahlonaga Cemetery Committee

City Manager Martin stated that Committee Member Armstrong was unable to make it to the meeting tonight.

2. Dahlonaga Downtown Development Authority/Main Street – February 2024

Ariel Alexander, Downtown Development Director

Downtown Development Director Alexander answered questions for the Mayor and Council about the DDA staff report.

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

3. City of Dahlonaga Police Department – February 2024

George Albert, Chief of Police.

4. Community Development Report - February 2024

Allison Martin, City Manager

5. Finance and Administration Department – February 2024

Kimberly Stafford, Finance Manager

6. Public Works—February 2024

Mark Buchanan, PW Director/City Engineer

7. Water & Wastewater Treatment Department Report February 2024

John Jarrard, Water/Wastewater Treatment Director

Councilmember Bagley asked about the 27% non-revenue water and how that relates to other people's waters.

City Manager Martin, the Council, and the Mayor discussed the item in detail.

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

8. Discussion Board of Ethics Appointment

Mary Csukas, City Clerk

Strategic Priority - Communication

Mrs. Csukas, City Clerk, stated that the board of ethics of the city shall be composed of five residents of the city to be appointed as provided in subsections (a)(2) and (3) of this section. Each member of the Board of Ethics shall have been a resident of the city for at least one year immediately preceding the date of taking office and shall remain a resident of the city while serving as a member of the Board of Ethics. No person shall serve as a member of the board of ethics if the person has, or has had, within the preceding one-year period, any interest in any contract, transaction, or official action of the city. The mayor and councilmembers shall each designate two qualified citizens to provide a pool of 14 individuals who have consented to serve as a member of such board of ethics and who will be available for a period of two years to be called upon to serve in the event a board of ethics is appointed.

There was a discussion about this topic between the Mayor, Council, and City Clerk Csukas.

## ORDINANCES & RESOLUTIONS

10. Resolution 2024-02 Resolution for Participation in the “Certified City of Ethics” Program & Updated “City’s Principles of Public Service Ethics”

Allison Martin, City Manager

Strategic Priority - Communication

City Attorney Parks states this is a Resolution for Participation in the Certified City of Ethics Program and associated documents. The Georgia Municipal Association (GMA) offers a Certified City of Ethics program to Georgia cities that agree to and uphold certain government ethics standards. The City of Dahlonega has participated since 2004. GMA recertifies each “Certified City of Ethics” every four (4) years to ensure compliance with regulations to continue in this prestigious program. The City of Dahlonega was recertified in 2023. When there is an election of a new member of the council or the appointment of a new manager, updating the information with GMA is required. This item is before the council as we have a newly elected member who has completed the required training, and we must verify with GMA. It is the recommendation of the staff to approve the resolution and associated documents.

The Mayor, Council, City Attorney Parks, and City Manager Martin discussed this topic.

11. Defined Benefit Retirement Plan Restatement

Doug Parks, City Attorney

Strategic Priority - Communication

City Attorney Parks discussed the Restatement of the Defined Benefit Retirement Plan with the Mayor and Council. It was recommended that it be approved.

## AGREEMENTS & CONTRACTS:

### OTHER ITEMS:

12. Charles Abbott and Associates - review of services to date

Allison Martin, City Manager

Strategic Priority - Communication

City Manager Martin discussed Charles Abbott and Associates with the Mayor and Council.

There was a detailed discussion about Charles Abbot and Associates.

13. CPL - review of services provided

Allison Martin, City Manager

Strategic Priority - Communication

City Manager Martin discussed the services provided by CPL with the Mayor and Council.

Mayor Taylor thanked City Manager Martin for the detailed item.

## COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments

Ms. Csukas, City Clerk, had no comments.

City Manager Comments

City Manager Martin had no comments.

City Attorney Comments

City Attorney Parks had no comments.

#### City Council Comments

Councilmember Gaddis had no comments.

Councilmember Ariemma asked if there could be a recap of the vehicles.

Councilmember Reagin stated that he enjoyed going to the game and encouraged everyone to go. He then asked about a sign in Hancock Park.

Councilmember Shirley stated that the City Staff is doing a great job and complimented their work for the city. He wondered if the City has pushed back on removing trees, as they do a great job communicating to everyone about the removal process.

Councilmember Bagley voiced his excitement about the UNG basketball team and wished them luck at the next game.

Councilmember Brown stated he was excited about the UNG basketball game.

#### Mayor Comments

Mayor Taylor thanked the staff for all their work on the many projects. She also stated that she had just returned from a GMA meeting and that the fund was in great condition and highly diversified.

#### ADJOURNMENT

Mayor Taylor called for a motion to adjourn at 5:21 P.M.



# CITY OF DAHLONEGA Council Meeting Minutes

April 01, 2024, 6:00 PM

Gary McCullough Chambers, Dahlongega City Hall

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## CALL TO ORDER AND WELCOME

Mayor Taylor called the April 1, 2024, City Council Meeting to order at 6:00 P.M.

Mayor Taylor thanked everyone for coming to the meeting.

## PRESENT

Mayor JoAnne Taylor

Councilmember Roman Gaddis

Councilmember Johnny Ariemma

Councilmember Ryan Reagin

Councilmember Ross Shirley

Councilmember Lance Bagley

Councilmember Daniel Brown

## PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Taylor asked Councilmember Shirley to lead the prayer and Councilmember Reagin to lead the Pledge of Allegiance.

## APPROVAL OF AGENDA

Mayor Taylor called for a motion to remove item #3 from the agenda tonight due to the absence of the person being sworn in.

Motion made by Councilmember Reagin to approve the removal of item #3, Seconded by Councilmember Shirley.

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

Mayor Taylor asked the council if there were any items they wanted to move to the consent agenda.

Motion made by Councilmember Gaddis to move items #6 and #4 to the consent agenda, Seconded by Councilmember Ariemma.

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



## APPROVAL OF CONSENT AGENDA

Mayor Taylor called for a motion to approve the consent agenda.

Motion made by Councilmember Gaddis to approve the items on the consent agenda, Seconded by Councilmember Brown.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Brown

Voting Nay: Councilmember Bagley

Councilmember Bagley requested to remove the February 2024 financial report from the consent agenda.

Motion made by Councilmember Brown to amend the consent agenda as councilmember Bagley stated to move the financial report back to the agenda, Seconded by Councilmember Reagin. Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley, Councilmember Brown

## PUBLIC COMMENT – AGENDA SPECIFIC / THREE MINUTE LIMIT

Mayor Taylor opened the floor to public comments.

Jim Gribben stated that he appreciated his prayer to open the meeting. He stated that he wrote a letter to the nugget about the possibility of a parking deck and wanted to come before the council to correct his letter.

## APPROVAL OF MINUTES:

There were no minutes to approve.

## APPOINTMENT, PROCLAMATION & RECOGNITION:

### 1. Appointments to the Board of Ethics

Mary Csukas, City Clerk

Strategic Priority - Communication

Ms. Csukas, City Clerk stated that the board of ethics of the city shall be composed of five residents of the city to be appointed as provided in subsections (a)(2) and (3) of this section. Each member of the Board of Ethics shall have been a resident of the city for at least one year immediately preceding the date of taking office and shall remain a resident of the city while serving as a member of the Board of Ethics. No person shall serve as a member of the board of ethics if the person has, or has had, within the preceding one-year period, any interest in any contract, transaction, or official action of the city. The mayor and councilmembers shall each designate two qualified citizens to provide a pool of 14 individuals who have consented to serve as a member of such board of ethics and who will be available for a period of two years to be called upon to serve in the event a board of ethics is appointed.

Mayor Taylor called for a motion to approve the ethics board members.

Motion made by Councilmember Reagin to approve the listed appointees to the Board of Ethics for the City of Dahlenega, Seconded by Councilmember Bagley.

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

2. Oath of Office - Tree Committee

Mark Buchanan, Director of Public Works

Strategic Priorities - Effectively Manage Growth

Mayor Taylor swore in Chirs and Kimberly Mihok to the Tree Committee.

Mayor Taylor thanked everyone who volunteers to the committees and commissions in our community.

ANNOUNCEMENTS

CITY REPORTS:

4. Financial Report - February 2024

Allison Martin, City Manager

City Manager Martin went over the February 2024 Financial Report with the Mayor and Council.

Motion made by Councilmember Gaddis to approve the February 2024 Financial Report, Seconded by Councilmember Ariemma.

There was a discussion between the Mayor, Council, and City Manager Martin.

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

ORDINANCES AND RESOLUTIONS:

5. Resolution 2024-02 Resolution for Participation in the "Certified City of Ethics" Program & Updated "City's Principles of Public Service Ethics"

Allison Martin, City Manager

Strategic Priority - Communication

Resolution 2024-02 Resolution for Participation in the "Certified City of Ethics" Program & Updated "City's Principles of Public Service Ethics"

City Manager Martin stated that when there is an election of a new member of the council or an appointment of a new manager, there is a requirement to update the information with GMA. She went on to say that all items have been completed, and it is ready for the council to vote on this.

Mayor Taylor called for a motion to approve Resolution 2024-02.

Motion made by Councilmember Brown to approve Resolution 2024-02 for Participation in the "Certified City of Ethics" Program and the City's Principles of Public Service Ethics to include Councilmember Daniel Brown, Seconded by Councilmember Gaddis.

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

6. Defined Benefit Retirement Plan Restatement

Doug Parks, City Attorney

Strategic Priority - Communication

Mayor Taylor stated that this item was approved on the consent agenda. She thanked City Attorney Parks for all of his work on this item.

CONTRACTS & AGREEMENTS:

OTHER ITEMS:

7. 27 on Park Application for Alcohol License

Allison Martin, City Manager

Strategic Priority - Communication

Mayor Taylor called for a motion on this item.

Motion made by Councilmember Ariemma to table this item for discussion purposes, Seconded by Councilmember Gaddis.

There was a discussion between council members, the mayor, and staff about this item.

Motion made by Councilmember Ariemma, Seconded by Councilmember Gaddis.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma

Voting Nay: Councilmember Shirley, Councilmember Bagley, Councilmember Brown

Voting Abstaining: Councilmember Reagin

Motion made by Councilmember Gaddis a motion for administrative approval of the license may be issued after full compliance with all codes and ordinances, Seconded by Councilmember Ariemma.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma

There was a discussion between council members, the Mayor, and staff about this item.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Shirley, Councilmember Brown

Voting Nay: Councilmember Bagley

Voting Abstaining: Councilmember Reagin

8. Executive Session - Real Estate

Motion made by Councilmember Reagin to adjourn the Executive Session, Seconded by Councilmember Brown.

No action was taken.

COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

Ms. Csukas, the City Clerk, had no comments.

City Manager Martin Parks Street Project started, and the East Main project is finished. She also stated that bids are coming in for the plaza, and they are moving to the North Square project.

City Attorney Parks had no comments.

Councilmember Gaddis thanked the applicants for everything they had done and reminded them that they wanted them to be successful in their business. He went on to caution the council about making certain comments and to trust and refer to staff when appropriate.

Councilmember Reagin suggests looking into the public comments section of meetings. States that alcohol, at a state level, is very hard to understand and praised staff for making this as fair as possible.

Councilmember Shirley thanked everyone for coming today and stated that they wanted to be as fair as possible to all businesses.

Councilmember Bagley praised staff and councilmembers for the Veterans Memorial Ceremony and is very happy that he is from a City that has events like this.

Councilmember Brown stated that he also wants things to be fair for other businesses and thinks it is important to get this right.

Councilmember Ariemma stated that this is the most heated debate he has participated in. He said they may not always agree but still respect each other and think they made the right decisions.

Mayor Taylor thanked the staff for all of their hard work. She stated that she feels very lucky to live in a town like Dahlonoga.

#### ADJOURNMENT

Mayor Taylor called for a motion to adjourn the April 1, 2024, City Council Meeting at 7:45 and go into Executive Session.

Motion made by Councilmember Reagin to go into Executive Session, Seconded by Councilmember Shirley.

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



# CITY OF DAHLONEGA

## Council Work Session Minutes

April 15, 2024, 4:00 PM

Gary McCullough Council Chambers, Dahlongega City Hall

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

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

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

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### OPEN MEETING

Mayor Taylor called the April 15, 2024, City Council Work Session meeting to order at 4:00 P.M.

Mayor Taylor thanked everyone for coming.

### PRESENT

Mayor JoAnne Taylor  
Councilmember Roman Gaddis  
Councilmember Johnny Ariemma  
Councilmember Ryan Reagin  
Councilmember Ross Shirley  
Councilmember Lance Bagley  
Councilmember Daniel Brown

### APPROVAL OF AGENDA

Mayor Taylor called for a motion to approve the agenda.

Motion made by Councilmember Bagley to approve the agenda, Seconded by Councilmember Shirley.

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

### BOARD & COMMITTEES

1. Cemetery Committee--March 2024  
Quataunda Armstrong, Dahlongega Cemetery Committee  
Chairman Armstrong was not there to present the March 2024 report.
2. Dahlongega Downtown Development Authority/Main Street – March 2024  
Ariel Alexander, Downtown Development Director  
Downtown Development Director Alexander thanked everyone who attended the first Monday on Main event.
3. Parking Committee Report  
Allison Martin, City Manager

City Manager Martin reviewed the Parking Committee Report with the mayor and council members. The report suggests changes to parking, including 3-hour, numbered, zoned, street, and meter options for parking. It also suggests managing parking, requesting merchant/resident parking passes, and reverting to two-way traffic, although the parking committee did not recommend such changes.

There was a discussion between the mayor, council members, and City Manager Martin.

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

There was a discussion about all staff reports presented between council members and staff.

Mayor Taylor thanked the staff for taking the time to put these reports together.

4. City of Dahlonega Police Department – March 2024  
George Albert, Chief of Police.
5. Community Development Report - March 2024  
Allison Martin, City Manager
6. Finance and Administration Department – March 2024  
Kimberly Stafford, Finance Manager
7. Public Works—March 2024  
Mark Buchanan, PW Director/City Engineer
8. Water & Wastewater Treatment Department Report March 2024  
John Jarrard, Water/Wastewater Treatment Director

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

9. 2024 National Travel and Tourism Week Joint Proclamation  
Allison Martin, City Manager  
Strategic Priority - Communication

City Manager Martin stated there was a recommendation for a joint proclamation for 2024 National Travel and Tourism Week, May 19th - 25th. She states that the Tourism Board has requested the council to have this joint proclamation. City Manager Martin states that she looks forward to their community engagement.

Councilmember Gaddis asked to move this item to the consent agenda.

10. Discussion of Downtown Development Authority Re-Appointment  
Ariel Alexander, Director of Downtown Development Authority  
Strategic Priority - Effectively Manage Growth

Downtown Development Director Alexander stated that Tony Owens's term has expired, so they are looking to re-appoint him into that position. She stated that he seemed agreeable to staying in the same position. She stated that there are also some people who would like to be appointed and re-appointed to the Downtown Development Authority.

There was a discussion between staff and council members.

11. Discussion of Planning Commission Appointment  
Mary Csukas, City Clerk  
Strategic Priority - Effectively Manage Growth

Ms. Csukas, City Clerk, reviewed the openings in the Planning Commission. She stated that there is an application to the Planning Commission.

There was a discussion about the term length of the Planning Commission.

12. Discussion of Historic Preservation Commission Appointment

Mary Csukas, City Clerk

Strategic Priority - Effectively Manage Growth

Ms. Csukas, City Clerk, stated that Ellen Markovitz would be stepping down from her position, and once we find her replacement, there will be a need for three applicants.

Mayor Taylor stated that we should advertise these openings in the newspaper.

PRESENTATION

ORDINANCES & RESOLUTIONS

13. 2024 Georgia Cities Week Resolution

Allison Martin, City Manager

Strategic Priority - Communication

City Manager Martin stated that last year was the City of Dahlonega's first participation in the 2024 Georgia Cities Week. She requested that the council allow us to participate again to bring awareness of the work done by the city to the citizens.

Councilmember Ariemma asked to move this item to the consent agenda.

AGREEMENTS & CONTRACTS:

OTHER ITEMS:

14. Application for a Consumption on Premise Alcoholic Beverage License – Georgia 7 Pie LLC dba 7 Pie Pizzeria

Doug Parks, City Attorney & Mary Csukas, City Clerk

Strategic Priority - Communication

City Attorney Parks stated that 7 Pie Pizzeria had met the requirements of an alcohol license and recommended approval.

Councilmember Gaddis suggested this be moved to the consent agenda.

15. Application for a Retail Alcoholic Beverage License – Dahlonega Tours and More LLC dba Dahlonega Walking Tours Ghost and Grapes Tasting Room

Doug Parks, City Attorney & Mary Csukas, City Clerk

Strategic Priority - Communication

City Attorney Parks stated that Dahlonega Tours and More had met the requirements of an alcohol license and recommended approval.

Councilmember Gaddis suggested moving to the consent agenda.

16. 2024 Zoning Map Update

Allison Martin, City Manager

Strategic Priority - Communication

City Manager Martin went over the final draft of the zoning map update for 2024. The City of Dahlonega's Code of Ordinances calls for updating the official zoning map to reflect any changes to the map from actions of the city council related to zoning matters. The last date of revision was 2020. City staff and CPL worked with GMRC to review the

changes going back to 2017 for inclusion and correctness and to refine the colors. Hence, the zoning classes are more easily identifiable. Staff also requested that the map contain any references to variances or conditions on the parcels to call attention to prior actions on parcels. With GMRC's assistance, we now have a shape file that can be shared with the Lumpkin County Assessor's Office and the beginning of attribute tables, which will aid us in our long-term goal of having an interactive zoning map. The recommendation of the staff is to approve the updated map amendments.

There was a discussion between the mayor, council members, and staff.

#### 17. Comprehensive Plan and Work Plan Update

Allison Martin, City Manager

Strategic Priority - Effectively Manage Growth

- City Manager Martin stated that with the retreat coming up, she has been asked to look at the Comprehensive Plan and Work Plan for an update. She stated that the history of the project, last updated in February 2022, includes community goals, needs, opportunities, work programs, broadband capacity assessments, regional water plans, environmental planning, land use, public participation, and other city plans. Key needs include sidewalk improvement, monitoring compliance with design guidelines, housing options, preservation, mixed-use, and utility assessments. The project has 19 action items. 27% completed, 13% in progress, and 1% on hold. Awaiting assignment/budget/community partner – 56% of this 13% is slated for 2025-2026 work.

There was a discussion between council members and staff.

#### 18. Enterprise Fleet - review of services

Allison Martin, City Manager

Strategic Priority - Communication

City Manager Martin went over the review of services for Enterprise Fleet. She stated that the Enterprise Fleet has 18 leased vehicles, with an average monthly lease payment of \$1010.81. In FY2022, the fleet saved \$22,150 through incentives and generated \$17,875 in sales. Issues in obtaining vehicles and responsiveness have been resolved.

There was a discussion between council members and staff about this item.

#### COMMENTS – PLEASE LIMIT TO THREE MINUTES

##### Clerk Comments

Ms. Csukas, the City Clerk, stated that the mayor, council members, and staff will have a retreat in Madison, Georgia next week. The retreat is on April 25th and 26th.

##### City Manager Comments

City Manager Martin announced that the American Legions Executive Board is seeking funding for a sewer project they plan to donate to Dahlonega. They have contacted Senator Gooch, the Georgia Environmental Facilities Authority, and the American Legion Authority to secure a partial loan and seek loan forgiveness funds from GEFA. The city will act as a pass-through agency, requiring legal consideration and staff resources commitment.

##### City Attorney Comments

City Attorney Parks added to the topic by saying that the city was involved, including the City Engineer routing that project from the beginning, and documents allow for a transfer or an



assignment of the easement they obtain through those multipole parcels to the city if the council seeks to approve this kind of project. We have been involved in the alignment of that, and they have worked on the documentation of that so that it could happen if we wish it to.

#### City Council Comments

Councilmember Gaddis had no comments.

Councilmember Ariemma had no comments.

Councilmember Reagin had no comments.

Councilmember Shirley complimented the staff on doing a great job. He also stated that multiple local churches were doing spaghetti dinners this week.

Councilmember Bagley congratulated UNG softball on their winning season. He also stated that he is excited about Bear on the Square this weekend.

Councilmember Brown had no comments.

#### Mayor Comments

Mayor Taylor had no comments.

#### ADJOURNMENT

Mayor Taylor called for a motion to adjourn at 5:27

Motion made by Councilmember Shirley to adjourn, Seconded by Councilmember Bagley.

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



# City Council Agenda Memo

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**DATE:** 5/6/2024  
**TITLE:** Oath of Office Robert Conaway - Planning Commission  
**PRESENTED BY:** JoAnne Taylor, Mayor  
**PRIORITIES:** Strategic Priorities - Effectively Manage Growth

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## AGENDA ITEM DESCRIPTION

Swearing in Ceremony - Robert Conaway for a one-year term at the Planning Commission. Mr. Conaway was appointed to the Planning Commission at the Council Meeting on April 1, 2024

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## HISTORY/PAST ACTION

As chairman, Robert Conaway has been part of the planning commission for the last six years.

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## FINANCIAL IMPACT

None

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## RECOMMENDATION

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## SUGGESTED MOTIONS

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## ATTACHMENTS

Oath of Office

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CITY OF DAHLONEGA

OATH OF OFFICE

I, Robert Conaway, solemnly swear that I will support the Constitution of the United States and the State of Georgia, that I will in all respects observe the provisions of the Charter and Ordinances of the City of Dahlonega, and that I will faithfully discharge the duties of the Planning Commission so help me God.

This is the 6th day of May 2024.

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Robert Conaway  
Planning Commission

Attest:

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JoAnne Taylor  
Mayor, City of Dahlonega



# City Council Agenda Memo

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**DATE:** 5/6/2024  
**TITLE:** Appointment to the Planning Commission  
**PRESENTED BY:** JoAnne Taylor, Mayor  
**PRIORITIES** Strategic Priorities - Effectively Manage Growth

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## AGENDA ITEM DESCRIPTION

Appointment to the Planning Commission

Swearing in Ceremony – Jane O’Gorman for a one-year term at the Planning Commission.

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## HISTORY/PAST ACTION

The application submitted by Ms. Jane O’Gorman was discussed by the Council at the Work Session on April 15, 2024. This will be a first-term commissioner on the planning commission.

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## FINANCIAL IMPACT

None

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## RECOMMENDATION

Staff supports the appointment of Ms. Jane O’Gorman to a one-year term on the planning commission.

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## SUGGESTED MOTIONS

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## ATTACHMENTS

Oath of Office

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CITY OF DAHLONEGA

OATH OF OFFICE

I, Jane O’Gorman, solemnly swear that I will support the Constitution of the United States and the State of Georgia, that I will in all respects observe the provisions of the Charter and Ordinances of the City of Dahlonega, and that I will faithfully discharge the duties of the Planning Commission so help me God.

This is the 6th day of May 2024.

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Jane O’Gorman  
Planning Commission

Attest:

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JoAnne Taylor  
Mayor, City of Dahlonega



# City Council Agenda Memo

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**DATE:** 5/6/2024  
**TITLE:** Re-appointment to the Downtown Development Authority Board  
**PRESENTED BY:** JoAnne Taylor, Mayor  
**PRIORITIES** Strategic Priorities - Effectively Manage Growth

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## AGENDA ITEM DESCRIPTION

Re-appointment to the Downtown Development Authority Board

Swearing in Ceremony – Tony Owens for a four-year term on the Downtown Development Authority Board

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## HISTORY/PAST ACTION

Mr. Tony Owens is currently serving on the DDA and expresses interest in continuing to serve on this Board.

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## FINANCIAL IMPACT

None

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## RECOMMENDATION

Staff recommends the re-appointment of Mr. Tony Owens to the Downtown Development Authority Board.

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## SUGGESTED MOTIONS

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## ATTACHMENTS

Oath of Office

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CITY OF DAHLONEGA

OATH OF OFFICE

I, Tony Owens, solemnly swear that I will support the Constitution of the United States and the State of Georgia, that I will observe the provisions of the Charter and Ordinances of the City of Dahlonega in all respects, and that I will faithfully discharge the duties of the Downtown Development Authority. So, help me, God.

This is the 6th day of May 2024.

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Tony Owens  
Downtown Development Authority

Attest:

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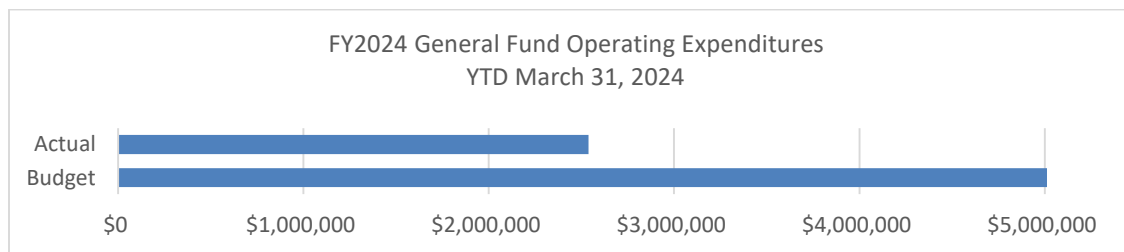
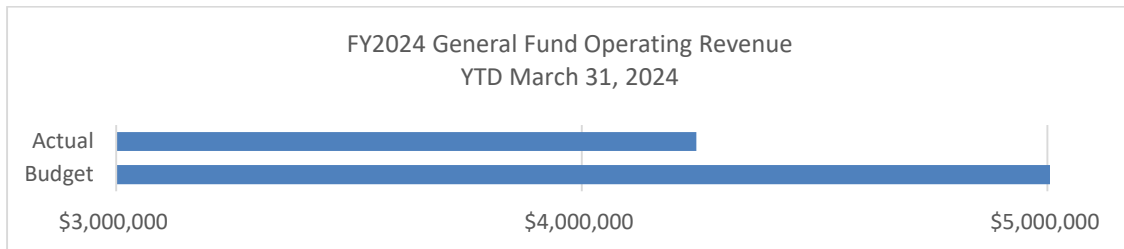
JoAnne Taylor  
Mayor, City of Dahlonega



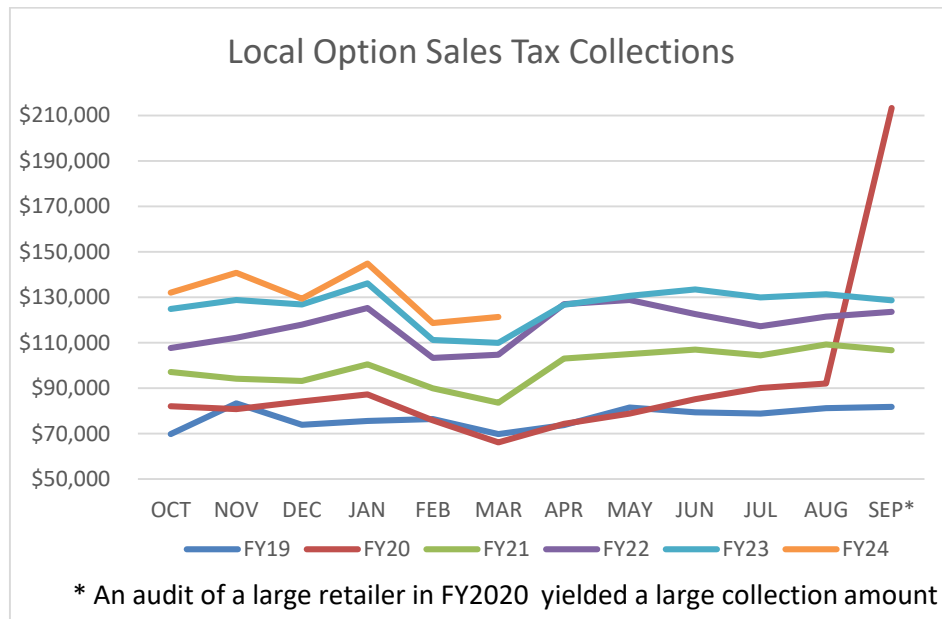
# CITY OF DAHLONEGA MONTHLY FINANCIAL REPORTS

For the Six Months Ended March 31, 2024

## GENERAL FUND



- The annual property tax bills were levied and mailed by the Tax Commissioner on October 1<sup>st</sup> with a December 1<sup>st</sup> due date. To date, 96.60% of the 2023 taxes budgeted have been collected.
- Sales tax collections remain strong and reflected collections 6.66% greater than FY23. The change in the State law related to internet sales taxation has continued to positively impact our collections.





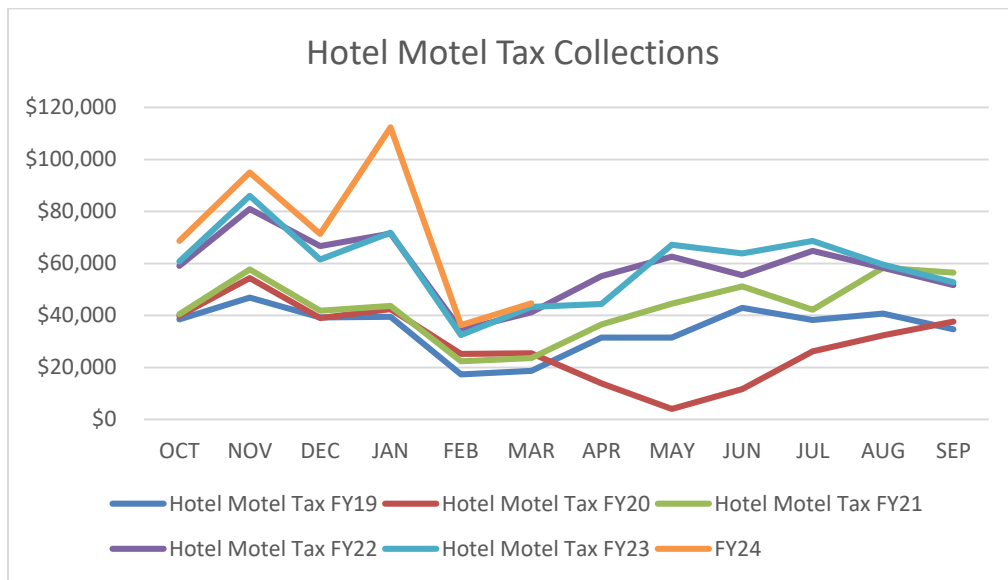
- The annual revenue for Insurance Premium Tax is \$667,217 this year, which is 22.37% greater than last fiscal year. This amount is based on a pro-rata population formula.
- Alcoholic Beverage Tax and License revenue collected year-to-date is slightly less than the prior year.
- Permit revenue collected year-to-date is greater than last year's collections due to a change in the fee schedule.
- Departments expenditures are in line with budget expectations.

### DOWNTOWN DEVELOPMENT AUTHORITY

- Operational results are on track with the budget.

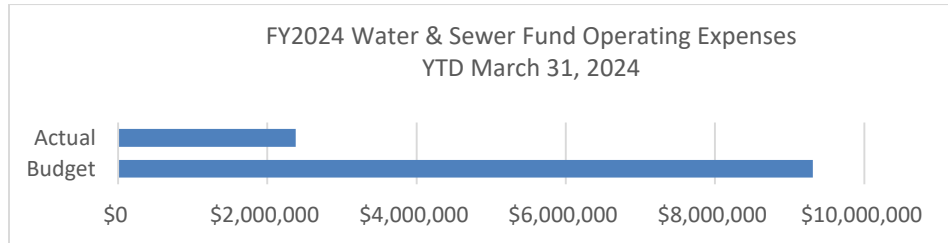
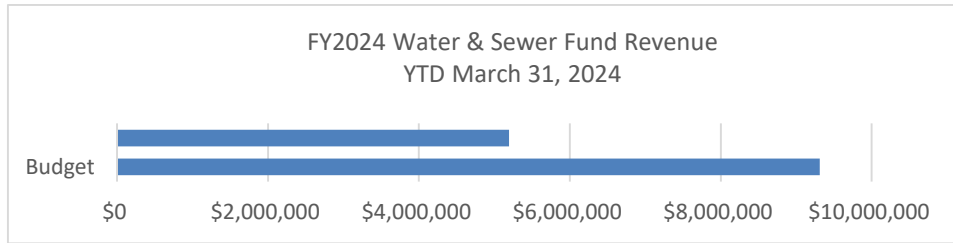
### HOTEL/MOTEL TAX FUND

- 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. FY24 is 3.10% more than FY23. 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.



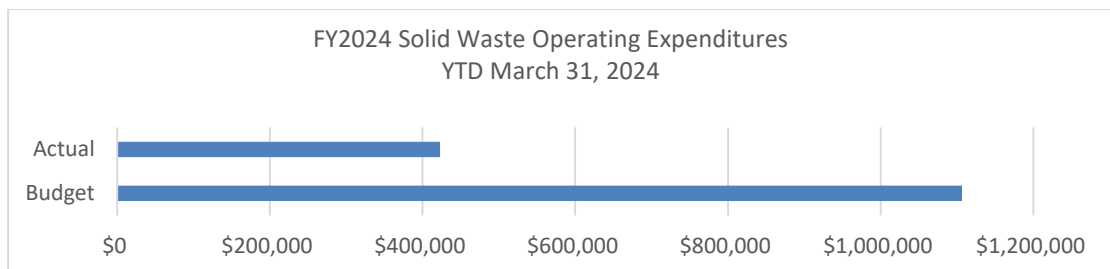
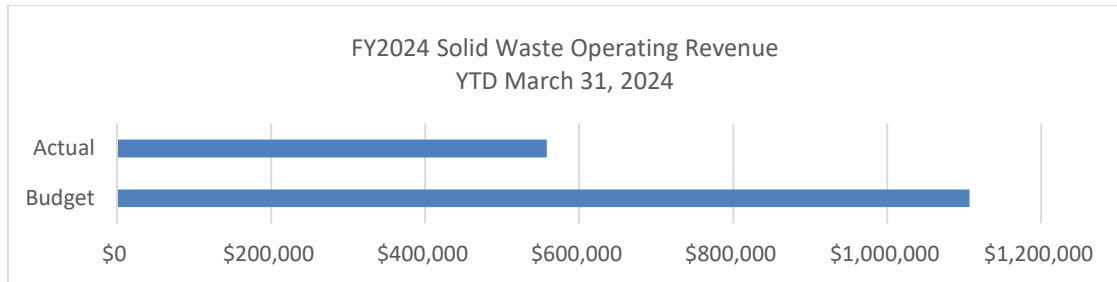
### WATER AND SEWER FUND

- Water and sewer sales are trending along with budget projections. Revenue from water sales and sewer charges is 3.01% greater than FY23.
- All department expenses are in line with the budget.



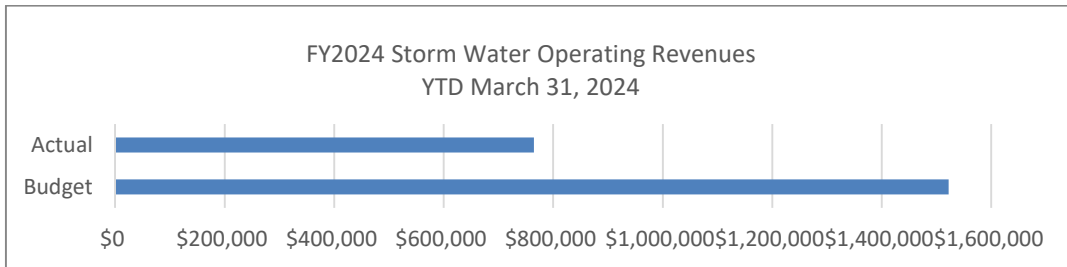
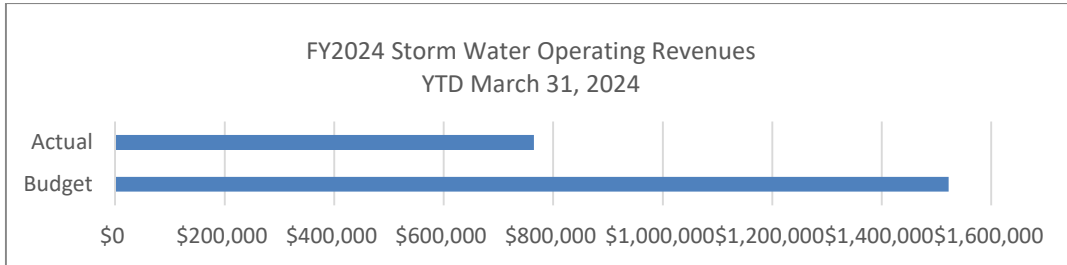
### SOLID WASTE FUND

- Refuse Collection Charges are Revenues are 1.97% greater than the prior year.
- Expenses meet budget expectations.



### STORMWATER ENTERPRISE FUND

- Transfers In and Indirect Charges reflect a six-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 Finance Department May 6, 2024)**

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 03/31/2024 NORMAL (ABNORMAL)	% BDGT USED
Fund 100 - GENERAL FUND				
	GENERAL PROPERTY TAXES	1,878,289.00	1,717,899.55	91.46
	GENERAL SALES AND USE TAXES	1,430,000.00	654,840.35	45.79
	SELECTIVE SALES AND USES TAXES	224,600.00	105,230.60	46.85
	ALCOHOLIC BEVERAGES LICENSES	178,000.00	131,750.00	74.02
	BUSINESS TAXES	705,247.00	816,920.48	115.83
	PENALTIES AND INTEREST	1,200.00	1,892.93	157.74
	PERMITS AND FEES	73,000.00	198,047.14	271.30
	INTERGOVERNMENTAL REVENUE	15,539.00	20,354.79	130.99
	CHARGES FOR SERVICES	730,133.00	376,802.05	51.61
	FINES AND FORFEITURES	199,302.00	96,924.35	48.63
	INVESTMENT INCOME	90,000.00	44,419.86	49.36
	MISCELLANEOUS REVENUE	3,000.00	4,241.29	141.38
	OTHER FINANCIAL SOURCES	35,000.00	10,825.00	30.93
	OTHER CHARGES FOR SERVICES	15,500.00	14,445.31	93.20
	TRANSFERS IN FROM OTHER FUNDS	105,875.00	51,475.02	48.62
	<b>TOTAL REVENUES</b>	<b>5,684,685.00</b>	<b>4,246,068.72</b>	<b>74.69</b>
	LEGISLATIVE	264,522.00	162,693.55	59.59
	EXECUTIVE	289,711.00	110,990.34	38.31
	ELECTIONS	12,600.00	21,806.74	173.07
	GENERAL ADMINISTRATION	1,136,427.00	434,163.90	38.07
	MUNICIPAL COURT	302,668.00	120,076.69	39.67
	CITY MARSHAL	938,482.00	345,543.41	36.46
	PUBLIC WORKS ADMINISTRATION	260,494.00	87,328.67	33.52
	STREETS	1,350,170.00	626,362.53	44.81
	MAINTENANCE AND SHOP	127,348.00	42,890.50	33.68
	CEMETERY	112,054.00	68,684.16	61.30
	PARKS	69,500.00	27,900.72	40.14
	COMMUNITY DEVELOPMENT	282,914.00	258,435.89	91.35
	NON-DEPARTMENTAL	76,536.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	461,259.00	230,629.50	50.00
	<b>TOTAL EXPENDITURES</b>	<b>5,684,685.00</b>	<b>2,537,506.60</b>	<b>44.10</b>
Fund 100 - GENERAL FUND:				
	TOTAL REVENUES	5,684,685.00	4,246,068.72	74.69
	TOTAL EXPENDITURES	5,684,685.00	2,537,506.60	44.10
	<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>0.00</b>	<b>1,708,562.12</b>	<b>2,456.39</b>

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 03/31/2024 NORMAL (ABNORMAL)	% BDGT USED
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY				
	CHARGES FOR SERVICES	300.00	794.37	264.79
	INVESTMENT INCOME	6,000.00	3,997.94	66.63
	CONTRIBUTIONS AND DONATIONS	100.00	0.00	0.00
	MISCELLANEOUS REVENUE	1,500.00	8,930.00	595.33
	TRANSFERS IN FROM OTHER FUNDS	184,875.00	92,437.50	50.00
	APPROPRIATED FUND BALANCE	128,890.00	0.00	0.00
	TOTAL REVENUES	321,665.00	106,159.81	33.00
	DDA ADMINISTRATION	155,893.00	69,272.86	44.44
	TOURISM	60,032.00	6,487.31	10.81
	DOWNTOWN DEVELOPMENT	105,740.00	82,836.04	78.34
	TOTAL EXPENDITURES	321,665.00	158,596.21	49.30
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY:				
	TOTAL REVENUES	321,665.00	106,159.81	33.00
	TOTAL EXPENDITURES	321,665.00	158,596.21	49.30
	NET OF REVENUES & EXPENDITURES	0.00	(52,436.40)	100.00

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 03/31/2024 NORMAL (ABNORMAL)	% BDGT USED
Fund 275 - HOTEL/MOTEL TAX FUND				
	HOTEL/MOTEL TAXES	700,000.00	428,346.77	61.19
	PENALTIES AND INTEREST	0.00	601.40	100.00
	INVESTMENT INCOME	600.00	1,452.81	242.14
	TOTAL REVENUES	<u>700,600.00</u>	<u>430,400.98</u>	<u>61.43</u>
	PURCHASES/CONTRACTED SERVICES	297,063.00	169,750.10	57.14
	TRANSFERS OUT TO OTHER FUNDS	403,537.00	200,006.52	49.56
	TOTAL EXPENDITURES	<u>700,600.00</u>	<u>369,756.62</u>	<u>52.78</u>
Fund 275 - HOTEL/MOTEL TAX FUND:				
	TOTAL REVENUES	700,600.00	430,400.98	61.43
	TOTAL EXPENDITURES	<u>700,600.00</u>	<u>369,756.62</u>	<u>52.78</u>
	NET OF REVENUES & EXPENDITURES	0.00	60,644.36	100.00

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 03/31/2024 NORMAL (ABNORMAL)	% BDGT USED
Fund 505 - WATER AND SEWER ENTERPRISE FUND				
	INTERGOVERNMENTAL REVENUE	0.00	6,452.55	100.00
	FINES AND FORFEITURES	0.00	251.00	100.00
	INVESTMENT INCOME	160,000.00	125,243.55	78.28
	MISCELLANEOUS REVENUE	3,000.00	10,402.67	346.76
	WATER CHARGES	3,173,461.00	1,609,532.75	50.72
	TAP FEES - WATER	175,000.00	718,908.00	410.80
	SEWER CHARGES	2,339,413.00	1,329,740.36	56.84
	TAP FEES - SEWER	175,000.00	631,360.00	360.78
	OTHER CHARGES FOR SERVICES	70,300.00	42,470.67	60.41
	TRANSFERS IN FROM OTHER FUNDS	1,438,032.00	719,016.00	50.00
	APPROPRIATED NET ASSETS	1,778,564.00	0.00	0.00
	TOTAL REVENUES	9,312,770.00	5,193,377.55	55.77
	SEWER LIFT STATIONS	278,654.00	98,654.64	35.40
	SEWER TREATMENT PLANT	918,621.00	372,939.44	40.38
	DISTRIBUTION AND COLLECTION	1,202,602.00	689,010.27	49.87
	WATER SUPPLY	322,504.00	86,121.85	26.70
	WATER TREATMENT PLANT	2,427,976.00	870,320.54	35.50
	CAPITAL OUTLAYS	3,976,673.00	197,984.30	4.71
	INTERFUND CHARGES	125,740.00	62,869.98	50.00
	OTHER COSTS	60,000.00	0.00	0.00
	TOTAL EXPENDITURES	9,312,770.00	2,377,901.02	24.39
Fund 505 - WATER AND SEWER ENTERPRISE FUND:				
	TOTAL REVENUES	9,312,770.00	5,193,377.55	55.77
	TOTAL EXPENDITURES	9,312,770.00	2,377,901.02	24.39
	NET OF REVENUES & EXPENDITURES	0.00	2,815,476.53	643.33

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 03/31/2024 NORMAL (ABNORMAL)	% BDGT USED
Fund 540 - SOLID WASTE ENTERPRISE FUND				
	CHARGES FOR SERVICES	300.00	0.00	0.00
	INVESTMENT INCOME	10,000.00	7,645.19	76.45
	MISCELLANEOUS REVENUE	0.00	1,458.40	100.00
	OTHER CHARGES FOR SERVICES	7,000.00	3,948.07	56.40
	REFUSE COLLECTION CHARGES	1,067,401.00	544,704.18	51.03
	APPROPRIATED NET ASSETS	22,005.00	0.00	0.00
	TOTAL REVENUES	1,106,706.00	557,755.84	50.40
PERSONAL SERVICES AND EMPLOYEE BENEFITS				
	PURCHASES/CONTRACTED SERVICES	551,986.00	229,667.93	41.61
	SUPPLIES	291,150.00	137,396.05	47.19
	INTERFUND CHARGES	160,700.00	24,599.23	15.31
	OTHER COSTS	62,870.00	31,435.02	50.00
	DEBT SERVICE	40,000.00	0.00	0.00
		0.00	10.00	100.00
	TOTAL EXPENDITURES	1,106,706.00	423,108.23	38.23
Fund 540 - SOLID WASTE ENTERPRISE FUND:				
	TOTAL REVENUES	1,106,706.00	557,755.84	50.40
	TOTAL EXPENDITURES	1,106,706.00	423,108.23	38.23
	NET OF REVENUES & EXPENDITURES	0.00	134,647.61	100.00



GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 03/31/2024 NORMAL (ABNORMAL)	% BDGT USED
Fund 560 - STORMWATER ENTERPRISE FUND				
	INVESTMENT INCOME	1,500.00	4,867.80	324.52
	OTHER CHARGES FOR SERVICES	1,000.00	846.26	84.63
	TRANSFERS IN FROM OTHER FUNDS	1,165,544.00	582,772.02	50.00
	STORMWATER UTILITY CHARGES	354,150.00	176,311.29	49.78
	TOTAL REVENUES	1,522,194.00	764,797.37	50.24
	PERSONAL SERVICES AND EMPLOYEE BENEFITS	81,402.00	39,560.31	48.60
	PURCHASES/CONTRACTED SERVICES	80,500.00	2,234.37	2.78
	SUPPLIES	32,000.00	0.00	0.00
	CAPITAL OUTLAYS	819,913.00	98,904.51	10.10
	INTERFUND CHARGES	508,379.00	254,189.52	50.00
	TOTAL EXPENDITURES	1,522,194.00	394,888.71	23.48
Fund 560 - STORMWATER ENTERPRISE FUND:				
	TOTAL REVENUES	1,522,194.00	764,797.37	50.24
	TOTAL EXPENDITURES	1,522,194.00	394,888.71	23.48
	NET OF REVENUES & EXPENDITURES	0.00	369,908.66	231.59
	TOTAL REVENUES - ALL FUNDS	18,648,620.00	11,298,560.27	60.59
	TOTAL EXPENDITURES - ALL FUNDS	18,648,620.00	6,261,757.39	32.42
	NET OF REVENUES & EXPENDITURES	0.00	5,036,802.88	755.22



# Ordinances and Resolutions

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**DATE:** 4/25/2024  
**TITLE:** Ordinance 2023-06 Amendment Two and Ordinance 2024-03 Amending Sign Regulations  
**PRESENTED BY:** Doug Parks  
**PRIORITY** Strategic Priority - Communication

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## AGENDA ITEM DESCRIPTION

Ordinance 2023-06 Amendment Two – The Planning Commission held two meetings regarding sign regulation changes instead of the one anticipated so the adoption schedule needs adjusting. The moratorium is set to expire on May 6<sup>th</sup> so there is now a need for a short extension of the moratorium up through May 21<sup>st</sup>. Approval of the extension will be requested at the May 6<sup>th</sup> meeting.

Ordinance 2024-03 – At the meeting on May 6<sup>th</sup> the Council will take public comment on the sign regulation changes via a public hearing. Action on the ordinance changes will occur on May 20<sup>th</sup> as the council will at that time vote on Ordinance 2024-03. The gap period will allow further comment from citizens. There are two primary subjects under review that require adjustment to the regulations: (1) wall signs (inclusive of murals) and (2) inflatables. Per the recommendation of the consultant, Attorney Dana Maine, who is an expert in sign regulations and is the author of our original sign ordinance, only nominal changes are advisable. Dana has argued sign cases numerous times in various jurisdictions even to appearing before the United States Supreme Court to argue a major sign case. Based upon Dana's recommendations, murals (as wall signs) are available under the proposed regulations. There is required review of wall signs by the HPC in the B3, CBD and overlay zoning districts. This is in deference to the HPC's existing guidelines. The planning commission should be commended for their diligence in looking at this issue and coming up with responses to a checklist of recommendations. The majority of the planning commission members clearly felt that murals should be regulated and that the HPC should play a part via reviewing them in their areas of jurisdiction. The regulations accomplish those purposes, but by virtue of Dana's recommendations do not separate out murals as a separate class or make restrictions upon them other than the review by the HPC in their districts as the HPC routinely considers aesthetics. Dana agrees with the city staff suggested reduction of wall sign size to five percent of the total wall space. As to inflatables, the current regulations prohibit inflatables entirely, but probably should allow them for commercial purposes subject to conditions. The conditions are primarily based upon safety by limiting their size and anchoring. Also regulated is the distance of the inflatables to neighboring properties and the public right of way. Ordinance changes addressing proper treatment of inflatables have been prepared by way of amendment to the sign regulations to provide procedures for inflatables to be used in commercial zones, a variance procedure and to allow inflatables as a matter of right in all residential districts. Dana specifically recommended that a permit structure be implemented only in commercial districts.

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## **HISTORY/PAST ACTION**

Dana Maine solicited and received significant community input in drafting the original regulations during the adoption phase of our first comprehensive sign ordinance. The community was quite involved and the regulations adopted then have served the City well. The current amendment is one of very few that have been presented for consideration. The Planning Commission has reviewed the matters addressed by this amendment and their recommendations are discussed in the Agenda Description section. There is also an attachment to this memo providing their individual written recommendations. As noted, the Planning Commission assisted greatly. Normally, there would be only one or two relatively simple adjustments for them to review in a sign ordinance amendment. The routine practice would be to consider the amended ordinance and either recommend for or against. However, this amendment is in no way routine. There were approximately a dozen different independent recommendations that needed to be made regarding the various components of a possible Ordinance 2024-03. Rather than presenting an ordinance for them to just vote on, the planning commission by the use of a checklist format participated in the drafting of the regulations themselves, i.e., rather than just commenting upon something put in front of them. The process also allowed the consideration of various nuances to their recommendations as noted by the members via their comments. They are to be commended for their flexibility in this regard. A copy of this memo is being provided to the members of the Planning Commission with the suggestion that they provide informal review and comment at their May 9<sup>th</sup> meeting. Those comments can then be reviewed by the Council prior to their action on May 20<sup>th</sup>.

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## **FINANCIAL IMPACT**

None.

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## **RECOMMENDATION**

Recommend approval of both ordinances at the designated meetings referenced above.

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## **SUGGESTED MOTIONS**

Motion to approve Ordinance 2023-06 at the May 6<sup>th</sup> meeting. Favorable action regarding Ordinance 2024-03 is recommended to occur at the May 20<sup>th</sup> meeting.

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## **ATTACHMENTS**

Attached is a letter from Dana Maine regarding our sign regulations and the legal parameters impacting potential changes. Also attached are: Ordinance 2023-06 Amendment Two and Ordinance 2024-03. The recommendation checklists of the planning commission members are also provided.

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Freeman  
Mathis & Gary LLP

100 Galleria Parkway  
Suite 1600  
Atlanta, GA 30339-5948

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**Dana K. Maine**  
Partner and  
General Council

D: 770-818-1408

C: 404-786-5459

[dmaine@fmglaw.com](mailto:dmaine@fmglaw.com)

April 24, 2024

**Via Email:** [doug@jdplaw.net](mailto:doug@jdplaw.net)

Doug Parks, Esq.

J. DOUGLAS PARKS, PC

Dear Doug:

I have reviewed the proposed amendments to the City's sign ordinance and provide my comments herein. I understand the City is grappling with two issues: the treatment of wall signs, and inflatables. I caution against the proposed changes to a certain extent.

First, it is going to be constitutionally difficult to distinguish between murals and traditional wall signs. The impact to traffic safety and aesthetics is nearly the same. Thus, I recommend treating them identically and regulating only based on size.

As for size, based on your planning staff's review and comment, I agree with the reduction of the size of the wall sign from 10% to 5%. I suggest staff create demonstratives in order to illustrate the difference between the two for the City Council's consideration.

Second, I understand there is a desire to limit the use of vinyl for signs. This is going to be problematic (outside of historic district) because of the aesthetic/safety concerns mentioned in the first paragraph. The City would be susceptible to a claim of arbitrariness. Additionally, such a restriction would be difficult to police.

Finally, I recommend the definition of wall sign be edited slightly to improve understanding:

*Wall sign* means a sign with message or copy erected parallel to and attached to the wall of a building extending not more than six inches from the wall, or a sign painted on the outside of the building or mansard. Murals are considered wall signs.

With reference to inflatables, I strongly agree with pre-permitting them in residential districts. For jurisdictions that regulate them in residential districts, they find either there is a lot of enforcement time/money spent applying the ordinance, or this ordinance provision is ignored. In the later case, the government is susceptible to a selective enforcement claim. Additionally, as you know, enforcement can at times escalate into a public relations nightmare for the local government.



Freeman  
Mathis & Gary LLP

J. Douglas Parks, Esq.  
April 23, 2024  
Page 2

Of course, if a particular problem arises within the City that has not been anticipated by these amendments, we can consider additional changes to the City's sign ordinance.

As always, I appreciate your providing me the opportunity to be of service to the City.

Best regards.

Very truly yours,

**FREEMAN MATHIS & GARY, LLP**

A handwritten signature in black ink that reads 'Dana K. Maine'.

Dana K. Maine

DKM/pmt

**RESOLUTION 2023- 06**

**AMENDMENT TWO**

**RESOLUTION AMENDING A TEMPORARY MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF SIGN PERMIT APPLICATIONS FOR PROPERTIES WITHIN THE CITY OF DAHLONEGA IN ORDER TO UPDATE THE CITY OF DAHLONEGA’S SIGN ORDINANCE; AND FOR OTHER PURPOSES**

**WHEREAS**, the Mayor and City Council have now identified the portions of the sign ordinance requiring amendment and believe it is imperative to protect the status quo only as to those portions of the regulations while such review and possible rewrite happens; and

**WHEREAS**, the City needs time to prepare, review and consider the effects of certain types of signs;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Dahlonega, Georgia, that the temporary moratorium currently in effect and set to expire on May 6, 2024, and which is applicable only to the following portions of the sign regulations: wall signs painted on the exterior of the building or through the use of alternatives to paint such as vinyl or similar materials. It is further amended to extend the expiration date for the acceptance and issuance of new sign permit applications for the said limited portions of the sign regulations up through and including May 21, 2024.

IT IS SO RESOLVED THIS \_\_\_ DAY OF MAY, 2024.

By: \_\_\_\_\_  
JoAnne Taylor, Mayor

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



# Agreements and Contracts

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**DATE:** 5/1/2024  
**TITLE:** GDOT PI#0016628 ROW Mowing and Maintenance Agreement  
Pedestrian Bridge  
**PRESENTED BY:** Mark Buchanan, City Engineer  
**PRIORITY** Strategic Priority - Infrastructure

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## AGENDA ITEM DESCRIPTION

GDOT PI#0016628 ROW Mowing and Maintenance Agreement Pedestrian Bridge

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## HISTORY/PAST ACTION

City of Dahlonega staff have worked with GDOT for the past five years on the design of a pedestrian bridge at Lake Zwerner. As this project moves closer to bidding and construction, GDOT has requested the city enter into an agreement for right-of-way maintenance and mowing. The city is already maintaining the identified area and this is a formality required as part of their processes. This document also requires the pedestrian bridge be inspected at regular intervals. Currently, GDOT or their consultants, handle all bridge inspections in the city and county. This is not anticipated to change but again is part of the process of moving this project forward to bidding and construction. This information was sent after the work session but due to GDOT timelines is due back before our next work session and meeting combination.

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## FINANCIAL IMPACT

None as the city is already performing the maintenance in this area.

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## RECOMMENDATION

Staff recommends this item be approved, signed and returned to GDOT.

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## SUGGESTED MOTIONS

## ATTACHMENTS

PI#0016629 MMA GDOT Agreement

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**Russell R. McMurry, P.E.,  
Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

April 23, 2024

The Honorable JoAnne Taylor  
City of Dahlonega  
465 Riley Road  
Dahlonega, GA 30533-0810  
ATTN: Mark Buchanan

Subject: **Right-of-Way Mowing & Maintenance Agreement for Execution**  
PI#0016629, Lumpkin  
SR 9/SR 60 from SR 60BU to N of Yahoola Creek

Dear Honorable Joanne Taylor,

Enclosed is a Right-of-Way Mowing & Maintenance Agreement detailing maintenance commitments for the proposed landscaping and sidewalk on the above reference project.

This project will construct a five-foot-wide concrete sidewalk, curb and gutter, drainage improvements and a pedestrian bridge along the east side of US 19/SR 9/SR 52/SR 60/Morrison Moore Parkway.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS). Once the signed agreements are received within CATS, they will be routed for GDOT signatures, and the City of Hahira will be sent one copy of the fully executed agreement for the project file.

If you have any questions about the items contained in this agreement, please contact the Departments' Project Manager, Michael Lawing, at 770.263.5945 or [milawing@dot.ga.gov](mailto:milawing@dot.ga.gov).

Sincerely,

Kimberly W. Nesbitt  
State Program Delivery Administrator

KWN:CAR:ML:LJS  
Attachments

cc:  
Kelvin Mullins, District 1 Engineer  
Justin Lott, District 1 Preconstruction Engineer  
Natasha Davis, District 1 Maintenance Engineer  
Donny Mitch Garmon, Area 4 Manager  
Jesse A. Doyle, State Maintenance Engineer



**RIGHT OF WAY MAINTENANCE AGREEMENT**

**by and between the**

**GEORGIA DEPARTMENT OF TRANSPORTATION**

**AND**

**THE CITY OF DAHLONEGA**

**For**

**PROJECT ID # 0016629**

**STATE ROUTE: SR 9 / SR 60, East Main Street to MP 13**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_ (“Effective Date”) by and between the Georgia Department of Transportation, an agency of the State of Georgia, hereinafter referred to as the “**DEPARTMENT**” or “**GDOT**”, and THE CITY OF DAHLONEGA, hereinafter referred to as **LOCAL GOVERNMENT** (the **DEPARTMENT** and **LOCAL GOVERNMENT** are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

**WHEREAS**, the **DEPARTMENT** desires to enter into a partnership with the **LOCAL GOVERNMENT** to perform certain services relating to maintenance within the **DEPARTMENT**’s right-of-way, such work hereinafter referred to as the “**MAINTENANCE WORK**”, the specific activities for which are set forth in **Exhibit A, DETAILED MAINTENANCE WORK PLAN**; and

**WHEREAS**, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it shall bear all costs and liability associated with the **MAINTENANCE WORK**; and

**WHEREAS**, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it is qualified and experienced to perform or cause to be performed the **MAINTENANCE WORK** and the **DEPARTMENT** has relied upon such representation.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the Parties hereto that:

**ARTICLE I**

**SCOPE OF MAINTENANCE WORK**

The **DEPARTMENT** authorizes the **LOCAL GOVERNMENT** to perform or cause to be performed, the **MAINTENANCE WORK** consisting of certain services related to maintaining that portion of the **DEPARTMENT**’s right-of-way on state routes 9 and 60 between East Main Street and MP 13 (“**MAINTENANCE WORK AREA**”). This Agreement does not provide the **LOCAL GOVERNMENT**, by implication or otherwise, any right, title or interest in or to the **DEPARTMENT**’s right-of-way in general nor to the **MAINTENANCE WORK AREA** specifically, except the right to conduct the **MAINTENANCE**

**WORK** set forth in the **DETAILED MAINTENANCE WORK PLAN (Exhibit A)** and in accordance with the terms and conditions of this Agreement.

The duties and responsibilities of the **LOCAL GOVERNMENT** for the **MAINTENANCE WORK** are set forth in **Exhibit A**, which is attached hereto and incorporated by reference as if fully set out herein. The **DEPARTMENT** grants the **LOCAL GOVERNMENT** the right to maintain the **MAINTENANCE WORK AREA**, which is located in Lumpkin County, as may be more particularly described in **Exhibit A**.

The **LOCAL GOVERNMENT** shall abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control and the applicable standards for all **MAINTENANCE WORK** activities. Equipment or materials utilized for the **MAINTENANCE WORK** must be moved on or across a traveled right-of-way in a manner so as not to unduly interfere with traffic.

Should the **LOCAL GOVERNMENT** desire that the **MAINTENANCE WORK** be performed by a third party on its behalf, the **LOCAL GOVERNMENT** and the third party shall enter into a separate agreement, whereby the **LOCAL GOVERNMENT** shall assume all responsibility for repayment to the third party for the **MAINTENANCE WORK**, or portions thereof, rendered in accordance with **Exhibit A**. The agreement between the **LOCAL GOVERNMENT** and any third party, shall meet all operational and administrative requirements, including the provision of liability insurance, as set forth in this Agreement. All liability associated with the **MAINTENANCE WORK** shall be borne by the **LOCAL GOVERNMENT** and any third parties, as set forth in Article VIII, herein.

In the event the **LOCAL GOVERNMENT** desires to perform any component of the **MAINTENANCE WORK**, including significant landscaping, installation or significant repair of fencing/site furnishings/murals/signs/walls/lighting, or any other activities that may interfere with traffic or pedestrian flow within the **MAINTENANCE WORK AREA**, the **LOCAL GOVERNMENT** understands and agrees that, prior to performance of the **MAINTENANCE WORK**, it shall notify the appropriate **DEPARTMENT** district office in which the **MAINTENANCE WORK AREA** is located and obtain a traffic interruption report form, which it must complete and submit to [TrafficInterruptionReports@dot.ga.gov](mailto:TrafficInterruptionReports@dot.ga.gov) for the **DEPARTMENT**'s approval, or as otherwise instructed by the **DEPARTMENT** district office.

## ARTICLE II EXECUTION OF AGREEMENT AND AUTHORIZATION TIME OF PERFORMANCE

The **LOCAL GOVERNMENT** shall begin the **MAINTENANCE WORK** either (i) immediately after receiving an executed copy of the Agreement or (ii) upon completion of the construction project, PROJECT ID 0016630 unless noted otherwise in **Exhibit A**.

The duration of this Agreement shall be for fifty years from the Effective Date unless terminated sooner by the **DEPARTMENT** or the **LOCAL GOVERNMENT**.

## ARTICLE III SUBSTANTIAL CHANGES

If any Party desires to alter the scope, character or complexity of the **MAINTENANCE WORK**, a supplemental agreement shall first be executed between the Parties. It is understood, however, that the **LOCAL GOVERNMENT** shall not engage in any activities or conduct any work which would be considered to be outside the scope of the **MAINTENANCE WORK** authorized by the **DEPARTMENT** pursuant to this Agreement. Minor changes in the **MAINTENANCE WORK** which do not involve

increased compensation, extensions of time, or changes in the goals and objectives of the **MAINTENANCE WORK** may be made by written notification of such change by any Party with prior written approval by the other Party.

**ARTICLE IV  
ASSIGNMENT**

It is understood by the **LOCAL GOVERNMENT** that the **MAINTENANCE WORK**, or any component thereof, is considered personal and, except as provided for in Article I, the **LOCAL GOVERNMENT** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

**ARTICLE V  
CONTRACT DISPUTES**

This Agreement shall be deemed to have been executed in Lumpkin County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this Agreement shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the **DEPARTMENT**.

**ARTICLE VI  
INSURANCE**

1. It is understood that the **LOCAL GOVERNMENT** (indicate by checking which is applicable):

is self-insured.

OR

shall obtain coverage from a private insurance company or cause its consultant/contractor to obtain coverage in the minimum insurance amounts indicated below in this ARTICLE VI.

Prior to beginning the **MAINTENANCE WORK**, a copy of the certificate(s) of insurance and endorsement page(s) in at least the minimum amounts of insurance indicated below in Section 2 of this Article VI of the Agreement shall be furnished to the **DEPARTMENT**.

2. Minimum Amounts. The following minimum amounts of insurance coverage from insurers rated at least A- by A.M. Best's and licensed and registered to do business in the State of Georgia:

- (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- (b) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The **DEPARTMENT** shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
- (c) The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement. Failure to procure and maintain the insurance coverages as set forth above shall be considered a default and cause for termination of this Agreement and, if applicable, forfeiture of the Performance and Payment Bonds.

- (d) Excess liability coverage. To achieve the appropriate coverage levels set forth in this Article, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.
3. The **LOCAL GOVERNMENT** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. The insurance certificate must provide the following:
- i. Name, address, signature and telephone number of authorized agents.
  - ii. Name and address of insured.
  - iii. Name of Insurance Company.
  - iv. Description of coverage in standard terminology.
  - v. Policy number, policy period and limits of liability.
  - vi. Name and address of **DEPARTMENT** as certificate holder.
  - vii. Thirty (30) day notice of cancellation.
  - viii. Details of any special policy exclusions, if applicable.
4. The **LOCAL GOVERNMENT** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.
5. Waiver of Subrogation. There is no waiver of subrogation rights by either Party with respect to insurance.

#### **ARTICLE VII COMPENSATION**

It is agreed that the **LOCAL GOVERNMENT** shall conduct all **MAINTENANCE WORK** at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any and all issues relating to compensation and payment shall be resolved by and between the **LOCAL GOVERNMENT** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **MAINTENANCE WORK** beyond that which would normally occur in the ordinary course of the **DEPARTMENT**'s maintenance activities, the **LOCAL GOVERNMENT** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT**'s inspection and supervision shall in no case exceed a rate determined to be reasonable by the Parties.

Should the **LOCAL GOVERNMENT** and the **DEPARTMENT** desire to change this Agreement at a later date to provide for compensation to the **LOCAL GOVERNMENT**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to **DEPARTMENT** review and approval.

#### **ARTICLE VIII RESPONSIBILITY FOR CLAIMS AND LIABILITY LOCAL GOVERNMENT NOT AGENT OF DEPARTMENT**

To the extent allowed by law, the **LOCAL GOVERNMENT** and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions

or damages of any nature whatsoever resulting from the performance of the **MAINTENANCE WORK** under this Agreement, or due to any breach of this Agreement by the **LOCAL GOVERNMENT**, except to the extent of harm caused by the **DEPARTMENT** or its agents. These indemnities shall not be limited by reason of the listing of any insurance coverage.

The **LOCAL GOVERNMENT** further agrees that it shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements previously installed by or for the **LOCAL GOVERNMENT** within the right-of-way, and for any damage to the **DEPARTMENT's** signs, structures, or roadway fixtures, if the **LOCAL GOVERNMENT** caused the damage.

It is further understood and agreed that the **LOCAL GOVERNMENT**, or any successor or assigns thereto, in the conduct of any component of the **MAINTENANCE WORK**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

#### **ARTICLE IX TERMINATION OF CONTRACT**

The **DEPARTMENT** may terminate this Agreement for just cause or convenience at any time by giving the **LOCAL GOVERNMENT** at least thirty (30) days prior written notice of its intent to terminate, unless there is imminent or serious danger to the public health, safety, or welfare or to property, in which case termination shall be immediate. Upon receipt of such notice of termination, the **LOCAL GOVERNMENT** shall discontinue and cause all **MAINTENANCE WORK** under this Agreement to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination.

The **LOCAL GOVERNMENT** shall have the right to terminate this Agreement at any time by giving the **DEPARTMENT** at least thirty (30) days advance written notice, provided that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII. Termination initiated by the **LOCAL GOVERNMENT** shall be contingent upon the following, if applicable:

- (a) The **LOCAL GOVERNMENT**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LOCAL GOVERNMENT** at no cost to the **DEPARTMENT**.
- (b) The **LOCAL GOVERNMENT** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- (c) The **LOCAL GOVERNMENT** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- (d) The **LOCAL GOVERNMENT** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other non-standard and decorative elements that are no longer to be maintained by the **LOCAL GOVERNMENT**.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** agree that should the **LOCAL GOVERNMENT** fail to perform the **MAINTENANCE WORK** as set forth in **Exhibit A**, the **DEPARTMENT** may require the **LOCAL GOVERNMENT** to remove, restore, and reimburse according to items "a", "b", "c", and "d" above, as applicable, and then terminate the Agreement.

#### **ARTICLE X COMPLIANCE WITH APPLICABLE LAW**

The undersigned certify that:

1. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.
2. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
3. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full.

**ARTICLE XI  
MISCELLANEOUS**

1. **NON-WAIVER.** No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.
2. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
3. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
4. **CONTINUITY.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.
5. **WHEREAS CLAUSE AND EXHIBITS.** The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
6. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
7. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
8. **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.
9. Pursuant to O.C.G.A. Sec. 50-5-85, the **LOCAL GOVERNMENT** hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
10. **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority

to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, said Parties have hereunto set their hand and affixed their seals the day and year above first written.

**GEORGIA DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Commissioner or designee

ATTEST:

\_\_\_\_\_  
Treasurer

**LOCAL GOVERNMENT:**

\_\_\_\_\_(Seal)

Name and Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

Name and Title: \_\_\_\_\_



## EXHIBIT A

### MAINTENANCE WORK PLAN

for

PI 0016629, SR 9 / SR 60, East Main Street to Milepost 13

For all maintenance activities, at a minimum, abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control. Move equipment or materials on or across a traveled way in a manner as not to unduly interfere with traffic.

#### Pruning

- Remove dead or diseased planted vegetation.
- Prune trees, shrubs and ground covers to maintain the health of the plants and to maintain in the intended design character of the plant (no stump pruning or lollipop/ball shapes)
- Prune trees, shrubs, and ground covers as needed to remove damage by storm or accident events and to prevent safety hazards. Prune to maintain open sight distances, clear zone areas and traffic sign visibility. Provide clearance for pedestrian and vehicular traffic mobility.
- Prune according to American National Standards Institute, latest edition, A300 Part 1 pruning standards

#### Weeding

- Maintain right of way free of weeds, exotic and invasive pest plants, undesired vegetation and other noxious weeds.
- Any herbicides used shall be approved by the City of Dahlonega and the Georgia Department of Transportation.
- Applications of herbicide shall conform to GDOT guidelines and will require approval from/coordination with GDOT Office of Maintenance Agronomist Manager.
- All Herbicide use shall be under the direct supervision of someone with the appropriate Commercial Category 27 (right of way use) license.
- When herbicides are being applied the person applying shall have in their possession all labeling associated with the pesticide/herbicide and their license/certification.
- Post warning signs for herbicide use as required by state code.

#### Pest Control

- Pest management shall be addressed by Integrated Pest Management (IPM) techniques.
- Any pesticides used shall be approved by the City of Dahlonega and the Georgia Department of Transportation.
- Applications of pesticide shall conform to GDOT guidelines and will require approval from/coordination with GDOT Office of Maintenance Agronomist Manager.
- All Pesticide use shall be under the direct supervision of someone with the appropriate Commercial Category 27 (right of way use) license.
- When pesticides are being applied the person applying shall have in their possession all labeling associated with the pesticide and their license/certification.
- Post warning signs for pesticide use as required by state code.

#### Mowing and trimming of grass

- Maintain a neat appearance and clear sight lines for pedestrian and vehicular traffic.

Litter

- Completely remove all litter and debris and other objectionable material on site.
- Do not deposit or blow litter, debris and vegetation into gutters or drainage structures.
- Make disposal in accordance with local and state laws.
- Remove all graffiti within project limits

Installed Sidewalks

- Maintain and repair sidewalks according to the Americans With Disabilities Act (ADA)

**Bridge Inspection:**

1. The LOCAL GOVERNMENT shall conduct bridge inspections and inventory that meet national standards for bridge inspections, and which shall be performed by a firm that is prequalified by DEPARTMENT's Consultant Prequalification Committee for Area Class 4.05 – Bridge Inspection.
2. A bridge inspection and inventory shall be performed as stated in item 1 within 180 days from the time that the structure is opened to pedestrian traffic. The results of said inspection and inventory shall be immediately provided to the DEPARTMENT's Office of Bridge Design and Maintenance.
3. Bridge inspections and inventory shall be conducted as stated in item 1 at a cycle of 24 months plus 30 days starting from the initial inspection date as stated in item 2, and thereafter will be at a cycle of 24 months. The results of each inspection and inventory shall be immediately provided to the DEPARTMENT's Office of Bridge Design and Maintenance.
4. Any necessary preventative maintenance or rehabilitation as determined by the DEPARTMENT shall be completed by the LOCAL GOVERNMENT or an agent of the LOCAL GOVERNMENT within 12 months from identification of maintenance need.

**Bridge Closure or Removal:**

1. Any critical deficiency that affects the capacity or stability of the pedestrian structure shall be rehabilitated by the LOCAL GOVERNMENT or an agent of the LOCAL GOVERNMENT within 45 days from the identification of the critical deficiency. Such critical deficiency may be identified by either GDOT or the LOCAL GOVERNMENT. If a critical deficiency requires closure of the pedestrian structure, the LOCAL GOVERNMENT is solely responsible for proper closure of the structure within 24 hours. If the critical deficiency requires closure of SR 9/SR 60, LOCAL GOVERNMENT shall coordinate with DEPARTMENT for road closure and will be responsible for any and all costs associated with the closure, including but not limited to the cost of detour, cost for construction and repairs, and cost for delays.
2. If the LOCAL GOVERNMENT no longer maintains or operates the structure as a pedestrian bridge and in conformance with the LOCAL GOVERNMENT's permit, then the LOCAL GOVERNMENT will remove the structure in its entirety from within the limits of the DEPARTMENT's right of way at its own cost.

NOTE:

All major maintenance repair activities and activities that may interfere with traffic or pedestrian flow within the right of way project limits, such as travel lane/walkway closures, require the City of Dahlonega notify the Department at least 48 hours prior to the activity to coordinate and gain Department approval.



# City Council Agenda Memo

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**DATE:** 5/1/2024  
**TITLE:** Peaks of Dahlonega Water Main Upsize Agreement  
**PRESENTED BY:** Allison Martin, City Manager  
**PRIORITY:** Strategic Priority - Infrastructure

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## AGENDA ITEM DESCRIPTION

Peaks of Dahlonega Water Main Upsize Agreement

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## HISTORY/PAST ACTION

City staff worked with the owner/developer of the Peaks of Dahlonega to upsize a water main from what was designed for their project to what the water/sewer master plan indicated should be installed in the project area for future growth/expansion of the water system. While discussed, there was never a formal agreement adopted by the parties. As this amount of the water line upsize exceeds the manager's approval threshold, the city council must approve the agreement and subsequent payment of funds to the contractor. The cost sheet is attached for reference and to show what great value this is for the rate paying customers on our system.

---

## FINANCIAL IMPACT

The cost is minimal compared to the city fully funding the project and the water/sewer fund has an allocation of dollars for expansion of the system for which this qualifies as a use.

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## RECOMMENDATION

It is the recommendation of staff to approve this agreement.

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## SUGGESTED MOTIONS

n/a

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## ATTACHMENTS

Agreement and cost sheet

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Peaks of Dahlonega, LP, Owner/Developer

AGREEMENT FOR UP-SIZING OF WATER MAINS AND RELATED FACILITIES

This agreement for up-sizing of the water mains and facilities executed this 6th day of May, 2024, by and between the City of Dahlonega acting by and through its City Council, (hereinafter referred to as the "City") and Peaks of Dahlonega, LP (hereinafter referred to as the "Owner/Developer"):

WITNESSETH:

WHEREAS, the City has developed a Comprehensive Master Plan for the development and distribution of the water mains and facilities (hereinafter referred to as the "Master Plan"); and,

WHEREAS, the Owner/Developer desires to cause development to occur within the jurisdiction of the City and to provide water service to such development (hereinafter referred to as the "Project"); and,

WHEREAS, a portion of the water mains and facilities to be constructed to serve said development in the conformance with the Master Plan were "up-sized" as said term is understood within the context of the Master Plan and is further defined within the terms of this Agreement.

WHEREAS, it is fair and equitable, to enter into an agreement, to reimburse the Owner/Developer for a part of the costs of the Project, which are not necessary for water service to the Owner/Developer's development but are required by City ordinance.

NOW, THEREFORE, the parties do hereby agree in consideration of the promises and covenants contained herein as follows:

1. Construction of "up-sized" water mains
  - a. Plans and Specifications

The Owner/Developer, at its expense, has caused plans and specifications to be prepared consistent with the Master Plan for the extension of water mains and facilities to the site of its development which is described in Exhibit A attached hereto and made a part hereof.

The plans have been approved by the City of Dahlonega and said plans are a part of the Agreement and shall be marked Exhibit B.

- b. Construction

The Owner/Developer will construct the water mains and facilities in substantial conformance to the plans and specifications.

- c. Performance Bond, Maintenance Bond and Testing

Upon completion of the Project, the Owner/Developer shall post a maintenance bond or surety acceptable to the City, in an amount of 20% sufficient to indemnify the City or designated responsible part of the water utility for the maintenance of the Project for a one-year (1) period

beginning the date of the Project is acceptable by the City of Dahlonega. Prior to acceptance of the Project, the Project shall pass one or more normally acceptable inspection tests, including but not limited to, a pressure test or leak test, and bacteriological testing. The project must be in accordance with the requirements of the Georgia Environmental Protection Division. The City or a designated responsible party of the water utility shall not be obligated to accept the dedication of the Project unless the project meets normally acceptable standards for the above test.

d. Dedication and Acceptance Thereof

Upon completion of the Project and satisfactory performance of all testing required by the City, the Owner/Developer shall convey all rights, title, and interest in the Project to the City or designated responsible party of the water utility. The City of designated responsible party of the water utility shall accept such dedication upon satisfactory testing and posting of a maintenance bond or other acceptable surety as set out herein.

2. Reimbursement and/or Credits.

The City agrees that the Owner/Developer shall be entitled to reimbursement/credit for materials related to the upsizing of a water main from 8" to 12" for the Project up to the amount of EIGHTY TWO THOUSAND SIX HUNDRED NINETY-FIVE dollars and NO cents. (\$82,695.00) as detailed in Exhibit C attached hereto and made a part hereof. The reimbursement/credit specifically set out herein shall represent the total compensation to the Owner/Developer arising out of the Project. Copies of the successful bidder's proposal detailing the upsizing cost are provided in Exhibit D attached hereto and made a part hereof. Developer acknowledges that such reimbursement/credit is subject and subordinate to the obligations of the City to the holders of the City's Revenue Bonds.

3. Amendments and Modifications

This agreement incorporates the entire agreement of the parties, and no extrinsic matters shall be deemed to have amended this Agreement in any manner, unless specifically set forth in writing and executed by the parties hereto as an addendum or amendment to this Agreement.

4. Default

Any failure on the part of either party to carry out the terms or conditions set forth herein shall be considered an event of default and shall relieve the other party from any further obligation under the terms of this agreement.

5. No Waiver of Obligation to Pay Charges

The parties agree that there is nothing about this Agreement which may be in any manner constructed to relieve the Owner/Developer from any obligation currently imposed upon such Owner/Developer by reason of the ordinances of the City of Dahlonega and in particular the ordinances requiring the payment of availability and connection charges to the City. In addition, the parties agree that no proprietary interest arises out of this Agreement which would result in the Owner/Developer being entitled to avoid any increase in availability connection ordinances.

6. Execution of Supplemental Documents

The parties agree that they shall execute any and all documents necessary to give effect to this Agreement, including, but not limited to, the assignment or granting of easements, or the execution of such other documents as may be necessary.

By: PEAKS OF DAHLONEGA, LP,  
a Georgia limited partnership

By: PEAKS OF DAHLONEGA GP, LLC,  
a Georgia limited liability company,  
General Partner

By: RHG GP MANAGEMENT, INC.,  
a Georgia corporation, Manager

By: \_\_\_\_\_  
Chase Northcutt, President

By: City of Dahlonega

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

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

EXHIBIT A

(Legal Description)

Not Applicable to this project as it runs along the right-of-way on Morrison Moore Parkway to the development located on same highway as shown on plan documents.

EXHIBIT B

Because of the bulk nature of plans, the plans are on file at the City of Dahlonega.

EXHIBIT C

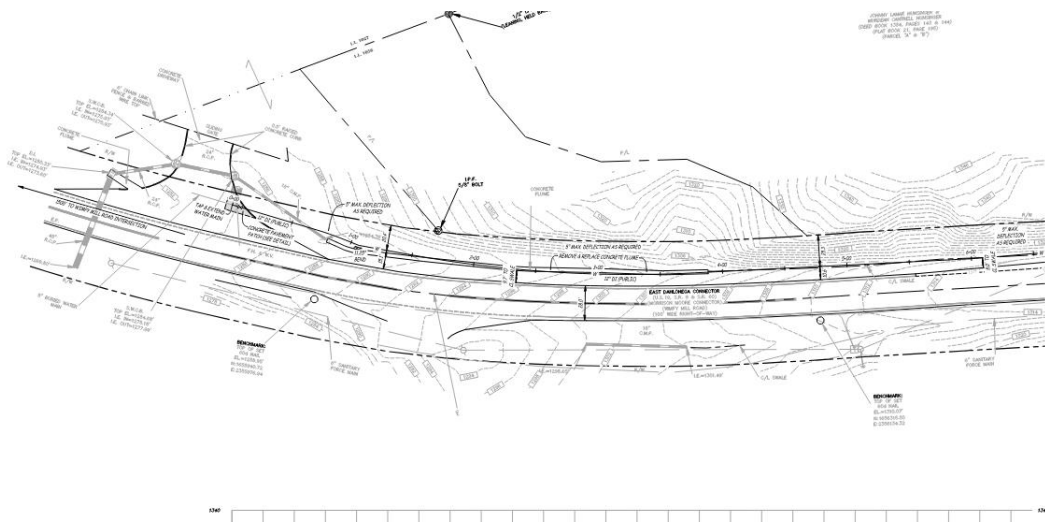


(Payments(s) shall be paid only after the installation, inspection, and acceptance of the work.  
The City of Dahlonega pays net 30 unless otherwise agreed upon.)

Project Name : Peaks of Dahlonega  
Developer Name: Peaks of Dahlonega, LP  
Contractor: Darrell C Dinsmore Grading, Inc.  
Payment due to Contractor: \$82,695.00

EXHIBIT D

(Plan Document – single sheet with the project area highlighted)



THIS PLAN WAS PREPARED BY  
 ENGINEER CONTROLLED (E.C. 1142)  
 PROFESSIONAL ENGINEER  
 (LICENSE NO. 1142)  
 (ISSUED 11/1/97)

**Engineering Surveys & Services**

1142 E. 11th St.  
 Dalton, Georgia 30705  
 Phone: 706/278-1142  
 Fax: 706/278-1143  
 Email: info@ecss.com

**LAND BRIDGE  
 PEAKS OF DAHLONEGA**  
 EAST DAHLONEGA, LUMPKIN COUNTY, GEORGIA

## Darrell C Dinsmore Grading, Inc.

1995 Dr. Bramblett Road  
Cumming, GA 30028

Phone: 770-781-4347  
Fax: 770-781-9696

### Schedule of Values - Proposal

Proj: Peaks of Dahlonega	Plans: ESS 4/29/22 - 3/15/23 Revision
To: Fairway Construction Co., Inc.	County: Lumpkin
Attn: Mr. Steve Mason	
Date: 12/2/2022 Update 4/12/2023	
From: Jesse Tobias	

Item #	Work Description	Quantity	Unit	Unit Price	Total
<b>9</b>	<b>ROW Water Line</b>				<b>419,119.00</b>
A	Pothole Existing Utilities	1.00	L.S.	2,500.00	2,500.00
B	Tie to Existing 8" Main	1.00	L.S.	1,500.00	1,500.00
C	Temp Stone at Driveways	36.00	Tons	65.00	2,340.00
D	8" X 12" Reducer	1.00	Each	1,000.00	1,000.00
E	12" Gate Valve, Box, & Pad	7.00	Each	7,500.00	52,500.00
F	12" MJ Bend	25.00	Each	1,350.00	33,750.00
G	12" Plug and Cap	1.00	Each	950.00	950.00
H	12" Class 350 Ductile Iron Pipe	2,394.00	L.F.	97.50	233,415.00
I	Fire Hydrant Assembly	5.00	Each	9,000.00	45,000.00
J	Air Valve Release Assembly	2.00	Each	9,500.00	19,000.00
K	8" Gate Valve, Box, & Pad	2.00	Each	4,000.00	8,000.00
L	12" X 12" Tee	1.00	Each	1,950.00	1,950.00
M	8" Class 350 Ductile Iron Pipe	54.00	L.F.	80.00	4,320.00
N	Thrust Block	35.00	Each	300.00	10,500.00
O	Pressure Test and Chlorinate	2,394.00	L.F.	1.00	2,394.00

<b>9</b>	<b>ROW Water Line</b>				<b>336,424.00</b>
A	Pothole Existing Utilities	1.00	L.S.	2,500.00	2,500.00
B	Tie to Existing 8" Main	1.00	L.S.	1,500.00	1,500.00
C	Temp Stone at Driveways	36.00	Tons	65.00	2,340.00
D	8" Solid Sleeve Adapter	1.00	Each	850.00	850.00
E	8" Gate Valve, Box, & Pad	7.00	Each	4,000.00	28,000.00
F	8" MJ Bend	25.00	Each	750.00	18,750.00
G	8" MJ Cap	1.00	Each	750.00	750.00
H	8" Class 350 Ductile Iron Pipe	2,394.00	L.F.	80.00	191,520.00
I	Fire Hydrant Assembly	5.00	Each	9,000.00	45,000.00
J	Air Valve Release Assembly	2.00	Each	9,500.00	19,000.00
K	8" Gate Valve, Box, & Pad	2.00	Each	4,000.00	8,000.00
L	8" Tee	1.00	Each	1,000.00	1,000.00
M	8" Class 350 Ductile Iron Pipe	54.00	L.F.	80.00	4,320.00
N	Thrust Block	35.00	Each	300.00	10,500.00
O	Pressure Test and Chlorinate	2,394.00	L.F.	1.00	2,394.00

**Saving From 12" DIP to 8" DIP**

	<b>-82,695.00</b>
	0.00
	0.00
	0.00
	-150.00
	-24,500.00
	-15,000.00
	-200.00
	-41,895.00
	0.00
	0.00
	0.00
	-950.00
	0.00
	0.00
	0.00



# City Council Agenda Memo

**DATE:** 4/15/2024  
**TITLE:** District 2 Officers for 2024-2025  
**PRESENTED BY:** Allison Martin, City Manager  
**PRIORITY:** Strategic Priority - Communication

## AGENDA ITEM DESCRIPTION

Vote on the proposed slate of officers for 2024-2025 as presented to the city by GMA.

## HISTORY/PAST ACTION

Annually, cities in each district are asked to vote on their officers (representatives) for the coming year. The officers roll positions each year until they transition off, with a first ballot sent out to cities who wish to nominate someone to fill a vacant position in February of each year. In April, the cities receive the final slate of officers and are asked to vote. The vote must be returned to GMA by May 17<sup>th</sup>. Due to the timing of our meetings, the council will need to vote at the May meeting. This year, Mayor Taylor is slated to be the President for the District 2 officers. \*\*Please note this ballot was updated by GMA to reflect that Jim Conley, Mayor of the City of Blairsville, who was the District 2 committee nominee for 3<sup>rd</sup> Vice President, does not wish to seek the nomination for the coming year. The District 2 District Officers and nominating committee were notified and have discussed the options per the by-laws. Their decision for the nomination for District 2, 3<sup>rd</sup> Vice President is **Courtney Umbehant, Mayor, City of Lavonia.**

## FINANCIAL IMPACT

There is no budgetary impact.

## RECOMMENDATION

There is no staff recommendation.

## SUGGESTED MOTIONS

I make a motion to approve the slate of officers as presented and authorize the Mayor to execute the ballot and send to GMA.

## ATTACHMENTS

Ballot

# ELECTION OF GMA'S DISTRICT 2 OFFICERS FOR 2024-2025

## BALLOT

The nominating committee comprised of current District 2 officers nominated the following city officials as GMA's District 2 Officers for 2024-2025:

- President JoAnne Taylor, Mayor, Dahlonega
- First Vice President Matt Fields, Councilmember, Royston
- Second Vice President Mark C. Reed, Commissioner, Cornelia
- Third Vice President Courtney Umbehant, Mayor, Lavonia

Is your city in favor of the nominees for positions of President, First Vice President, Second Vice President, and Third Vice President

Yes \_\_\_\_ No \_\_\_\_

Please provide the following information:

City: \_\_\_\_\_

Name of person submitting ballot: \_\_\_\_\_

**I affirm that I am authorized to vote on behalf of the city:**

Signature: \_\_\_\_\_

**Please mail or email ballot by May 17 to:**

Pete Pyrzenski, Georgia Municipal Association, P.O. Box 105377, Atlanta, GA 30348; email at [ppyrzenski@gacities.com](mailto:ppyrzenski@gacities.com) .



# City Council Agenda Memo

**DATE:** 5/1/2024  
**TITLE:** Dahlonega Sunrise Rotary Clock Donation  
**PRESENTED BY:** Allison Martin, City Manager  
**PRIORITY:** Strategic Priority - Communication

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## AGENDA ITEM DESCRIPTION

Dahlonega Sunrise Rotary Clock Donation

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## HISTORY/PAST ACTION

The Dahlonega Sunrise Rotary Club recently voted to purchase a four-sided clock and donate it to the City of Dahlonega for placement in the downtown area. The clock's approximate value is \$27,000. The clock would have the town name, contain Rotary name/emblem, and the year of incorporation. The proposed location requested by the club is noted on the attached file. They are asking the city to assume ownership of the clock, prepare the site for installation, assume the power bill and the long-term maintenance after the three-year warranty period ends.

---

## FINANCIAL IMPACT

The city is asked to prepare the site for the installation of the clock, fund the power bill, insurance, and assume the future maintenance costs of the clock after the three-year warranty period. All costs are unknown currently. Until the final clock design is chosen, installation requirements provided, and location approved staff was unable to secure pricing.

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## RECOMMENDATION

n/a

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## SUGGESTED MOTIONS

n/a

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## ATTACHMENTS

Proposed location and clock sample

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This is a sample for disucssion purposes only.

