



# **CITY OF DAHLONEGA**

## **City Council Work Session Agenda**

**May 19, 2025, 4:00 PM**

**Gary McCullough Council Chambers, Dahlonega City Hall**

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

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

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

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### **CALL TO ORDER**

### **APPROVAL OF AGENDA**

### **BOARDS AND COMMITTEES**

1. Cemetery Committee - April 2025  
Mark Buchanan, City Engineer

### **DEPARTMENT REPORTS AVAILABLE AT: <https://dahlonega.gov/category/departments-reports/>**

2. Community Development - April 2025  
Allison Martin, City Manager
3. Finance and Administration Department - April 2025  
Kimberly Stafford, Finance Manager
4. Police Report - April 2025  
George Albert, Chief of Police
5. Public Works and Engineering - April 2025  
Mark Buchanan, City Engineer
6. Water & Wastewater Treatment Report - April 2025  
John Jarrard, Water/Wastewater Treatment Director

### **APPOINTMENTS, PROCLAMATIONS, AND RECOGNITIONS**

### **PRESENTATIONS**

7. Rural Zone Designation Informational Briefing  
Kathy Papa, Georgia Department of Community Affairs
8. Water/Sewer Master Plan Update  
Hazen & Sawyer

## **ORDINANCES AND RESOLUTIONS**

### **AGREEMENTS AND CONTRACTS**

- [9.](#) Georgia Indigent Defense Services Agreement  
Doug Parks, City Attorney  
Strategic Priority - Communication

### **OTHER ITEMS**

- [10.](#) TSPLOST Joint Project Update  
Allison Martin, City Manager
- 11. 2025 Strategic Plan Update  
Allison Martin, City Manager
- [12.](#) FY26 Budget Calendar  
Allison Martin, City Manager
- [13.](#) Outdoor Dining Permit Discussion  
Allison Martin, City Manager

### **COMMENTS - PLEASE LIMIT TO THREE MINUTES PER SPEAKER**

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

### **ADJOURNMENT**

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Guideline Principles - The City of Dahlonega will be an open, honest, and responsive city that balances preservation and growth and delivers quality services fairly and equitably by being good stewards of its resources. To ensure the vibrancy of our community, Dahlonega commits to Transparency and Honesty, Dedication and Responsibility, Preservation and Sustainability, Safety and Welfare ...for ALL!

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## Department Report

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Report Title: Cemetery Committee—April 2025  
Report Highlight: Spring Cleaning.  
Name and Title: Rick Harris, Dahlonega Cemetery Committee

Recently Completed:

- Swearing in of Valarie Green



- Spring 2025 Cleanup Day at Mount Hope





- Sons of Confederate Veterans Ceremony

Underway:

- Construction of a proposed Mount Hope shed to house equipment for volunteers. The City has made a commitment to provide the shed at a suitable location using in-house manpower.





- There are still conversations regarding a decorative barrier around Mt. Hope. City staff will provide a 2026 budget request for potential funding for a first phase of an iron & brick (or stone) fence.

Near term:

- Additional brush cleanup.



**City of Dahlonega**  
**465 Riley Road**  
**Dahlonega, GA 30533**  
 Telephone: 706-864-6133 Fax: 706-864-4837

### Activity report for April 2025

#### Community Development Department

(18) Permits were issued for April.

13- Residential	0- Annex	0-Sign permits	0-Variances	0-Tree Removal
1-Zoning	0-minor Plats	0-Final Plats	0-Pool	1-ZVL
2-Commercial	1- Cemetery	0- land Disturbance	0- COA	0 Demo

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#### 124- Total open active permits

67- Residential permits	4 Pool permits	24- Commercial permits	0 Tree
15- Land Disturbances permits	1- Sign permits	1- Cemetery permits	1-ZVL
3- Rezoning permits	1- Variances	3- BZA permit- 2 Annex	1 Demo
0 Minor/Final permits	1- COA Permit	0- Outdoor dining permit	

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#### Analytic Records submitted for April.

33 - Records were created.	128- Inspections.
\$197,105.00 - Collected revenue.	18- Permits were issued.

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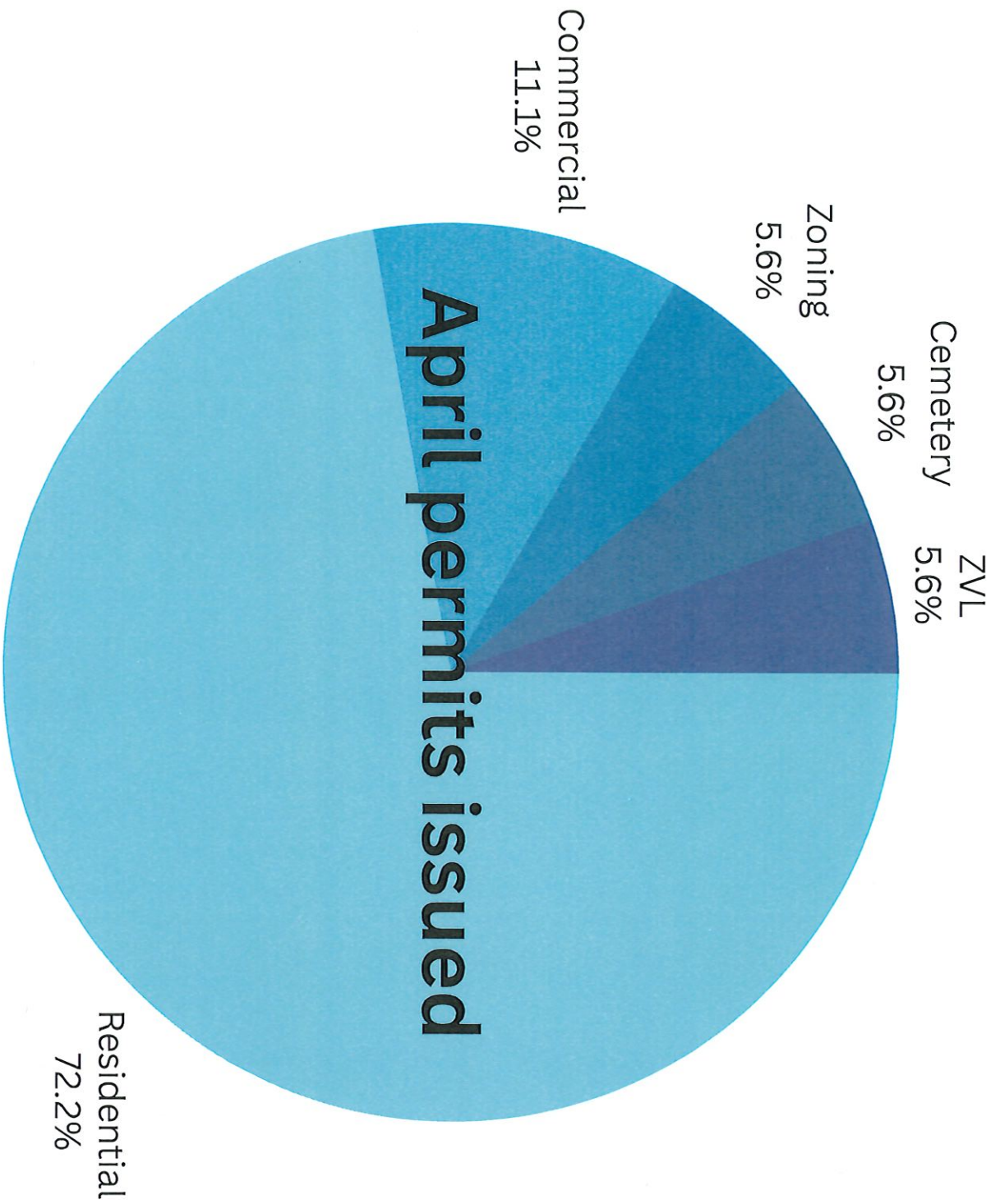
#### Breakdown of inspections for April.

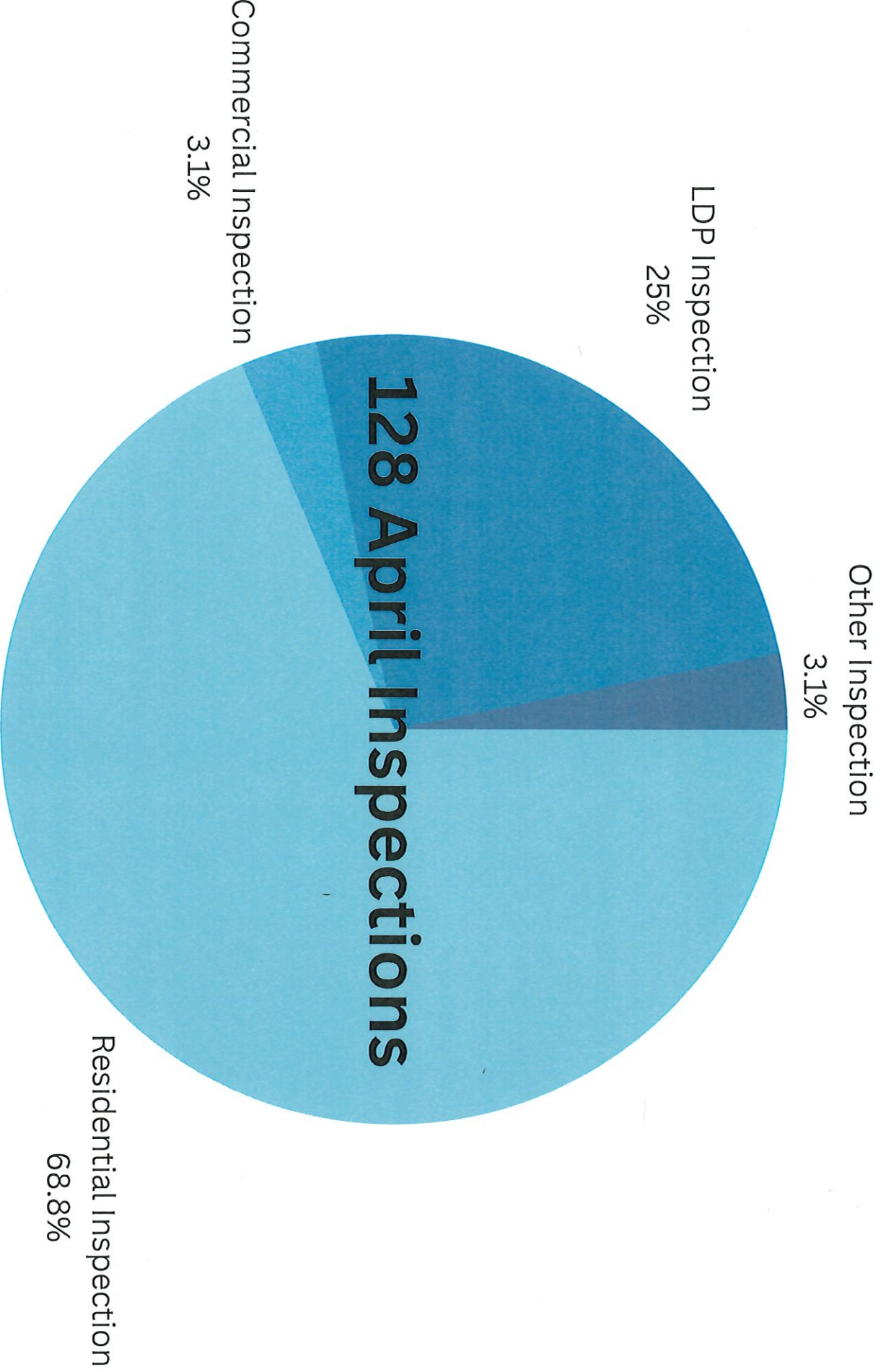
88 - Residential. (Business)	4- Commercial.	32 - Land Disturbances.	4-other
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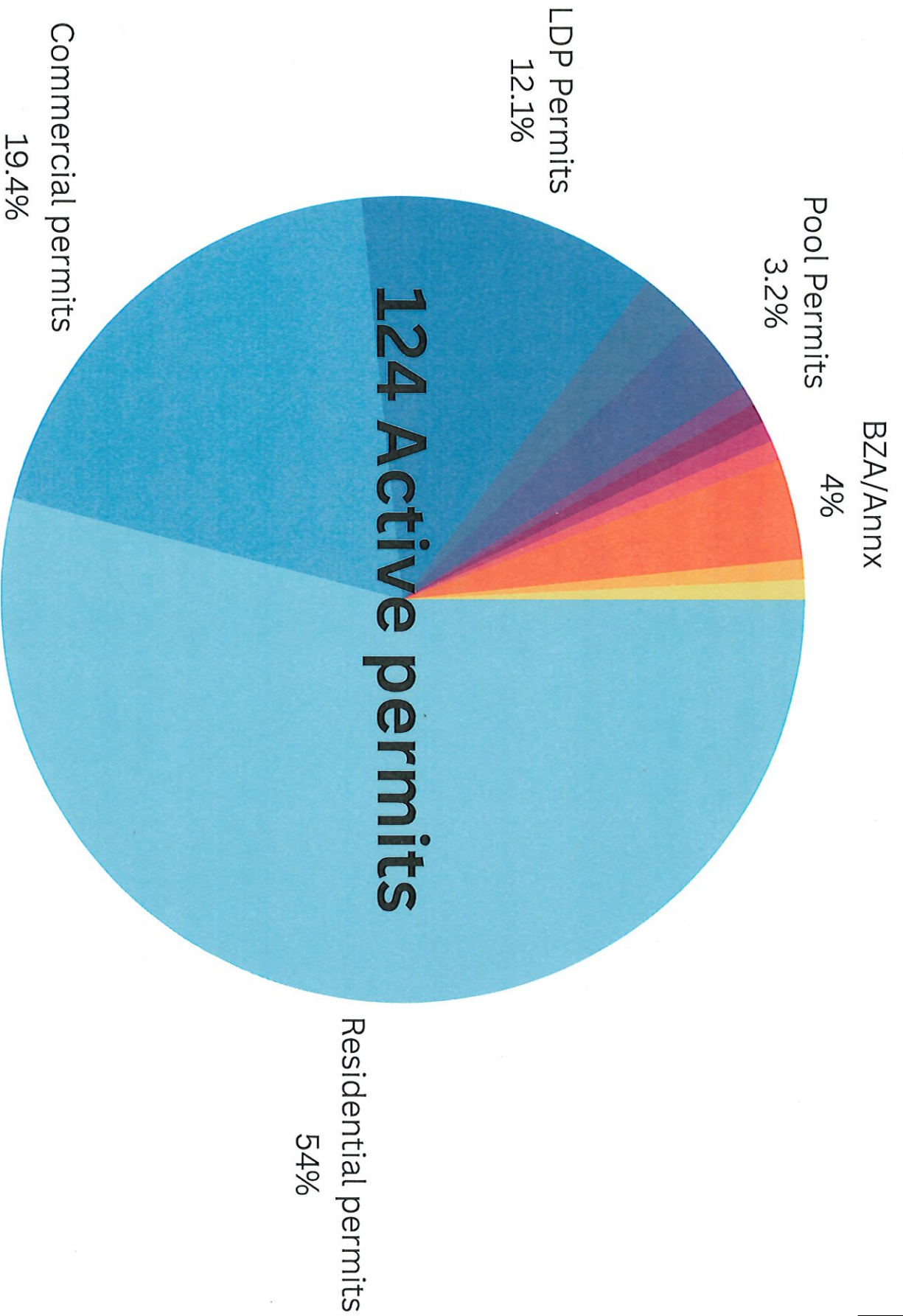
Projects Under Review.

Approved projects.



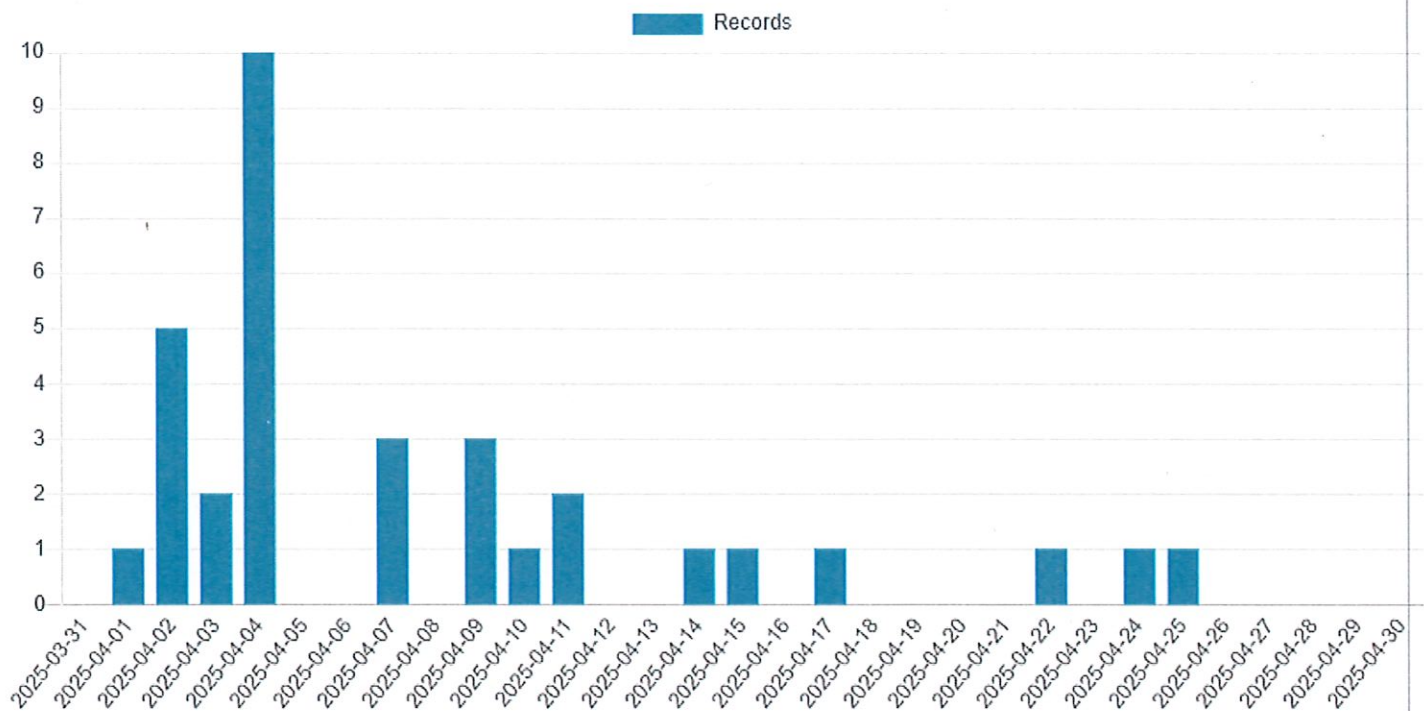






## Analytics

Records submitted over time



### Totals



33

Records Created



\$197,105.00

Revenue Collected



128

Inspections Done



18

Permits Issued

### Filter Results

All Records

Date

*Permits Issued Jan April 2025*

Record #	Record Type	Applicant Name	Date Submitted	Address	Record Status
BCOM-25-5	Building Permit - Commercial	Denver Armour	4/25/2025 13:53	107 South Park Street, Unit D11 132, Dahlonega, GA 30533	Active
ZVL-25-3	Zoning Verification Letter Request	D Anne Hilsmer	4/24/2025 15:27		Active
BRES-25-45	Building Permit - Residential	Nathan Bonham	4/22/2025 14:54	134 Rockound lane, Unit 852, Dahlonega, GA 30533	Active
BRES-25-44	Building Permit - Residential	Charles Blackstock	4/11/2025 19:40	170 Grand View Street, Unit Lot 68, Dahlonega, GA 30533	Active
BRES-25-43	Building Permit - Residential	David King	4/10/2025 13:21	160 Hyalite Road East, Unit 060 092, Dahlonega, Ga 30533	Active
BRES-25-42	Building Permit - Residential	DR. Horton Dr. Horton	4/4/2025 22:01	16 RUSTIN RIDGE, Unit 293, DAHLONEGA, GA 30533	Active
BRES-25-41	Building Permit - Residential	DR. Horton Dr. Horton	4/4/2025 21:53	18 Rustin Ridge, Unit 292, Dahlonega, GA 30533	Active
BRES-25-40	Building Permit - Residential	DR. Horton Dr. Horton	4/4/2025 21:45	20 RUSTIN RIDGE, Unit 291, DAHLONEGA, GA 30533	Active
BRES-25-39	Building Permit - Residential	DR. Horton Dr. Horton	4/4/2025 21:38	24 RUSTIN RIDGE, Unit 290, DAHLONEGA, GA 30533	Active
BRES-25-38	Building Permit - Residential	DR. Horton Dr. Horton	4/4/2025 21:31	26 RUSTIN RIDGE, Unit 289, DAHLONEGA, GA 30533	Active
BRES-25-37	Building Permit - Residential	DR. Horton Dr. Horton	4/4/2025 21:23	28 RUSTIN RIDGE, Unit 288, DAHLONEGA, GA 30533	Active
BRES-25-36	Building Permit - Residential	DR. Horton Dr. Horton	4/4/2025 21:15	30 RUSTIN RIDGE, Unit 287, DAHLONEGA, GA 30533	Active
BRES-25-35	Building Permit - Residential	DR. Horton Dr. Horton	4/4/2025 20:54	34 RUSTIN RIDGE, Unit 286, DAHLONEGA, GA 30533	Active
BRES-25-34	Building Permit - Residential	Matt Flynn	4/2/2025 19:03	144 Stamp Milllane, Unit 143, Dahlonega, GA 30533	Active
BRES-25-33	Building Permit - Residential	Stanley Jones	4/1/2025 21:15	17 Cherokee Trail, Unit D06 036, Dahlonega, GA 30533	Active
BRES-25-32	Building Permit - Residential	Andrew Clements	3/24/2025 22:11	559 Stonebrook, Unit lot 237, Dahlonega,, GA 30533	Active
BCOM-25-3	Building Permit - Commercial	Darryl Peterson	3/21/2025 20:50	2030 Highway 19 North, Unit STE A, Dahlonega, GA 30533	Active
CEM-25-14	Request for Open/Close of Cemetery Lc	Chris Anderson	3/19/2025 19:19	228 Turner Rd, DAHLONEGA, GA 30533	Active
BRES-25-31	Building Permit - Residential	Steve Eiberger	3/19/2025 17:22	30 Stephen Court, Unit 1 C, Dahlonega, GA 30533	Active
BRES-25-30	Building Permit - Residential	Steve Eiberger	3/19/2025 17:03	20 Stephen Court, Unit 1 B, Dahlonega, GA 30533	Active
BRES-25-29	Building Permit - Residential	Steve Eiberger	3/19/2025 16:38	10 Stephen Court, Unit 1 A, Dahlonega, GA 30533	Active
BRES-25-28	Building Permit - Residential	Dennis Lemaster	3/13/2025 22:51	95 Mineral Lane, Unit 808, Dahlonega, GA 30533	Active
BRES-25-27	Building Permit - Residential	Steve Eiberger	3/12/2025 22:51	130 Stephen Street, Unit 4A, Dahlonega, GA 30533	Active
BRES-25-26	Building Permit - Residential	Steve Eiberger	3/12/2025 22:41	135 Stephen Street, Unit 4B, Dahlonega, GA 30533	Active
BRES-25-25	Building Permit - Residential	Darryl Peterson	3/12/2025 19:45	88 Laurel Heights, Dahlonega, GA 30533	Active
DEM-25-1	Demolition Permit	Freddy Welch	3/10/2025 14:59	200 North Grove Street, Dahlonega, GA 30533	Active
BRES-25-24	Building Permit - Residential	Krista Dockery	3/10/2025 16:43	31 Altamont Court, Unit 061 071, Dahlonega, GA 30533	Active
BRES-25-22	Building Permit - Residential	Jimmy Anderson	3/3/2025 14:50	93 South Grove Street, Unit D11 134, Dahlonega, GA, GA 30533	Active
BRES-25-21	Building Permit - Residential	DR. Horton Dr. Horton	2/28/2025 17:39	25 Stonebrook Drive, Unit 302, Dahlonega, GA 30533	Active
BRES-25-20	Building Permit - Residential	DR. Horton Dr. Horton	2/28/2025 17:31	21 Stonebrook Drive, Unit 301, Dahlonega, GA 30533	Active
BRES-25-19	Building Permit - Residential	DR. Horton Dr. Horton	2/28/2025 17:23	19 Stonebrook Drive, Unit 300, Dahlonega,, GA 30533	Active
BRES-25-18	Building Permit - Residential	DR. Horton Dr. Horton	2/28/2025 17:14	17 Stonebrook Drive, Unit 299, Dahlonega,, GA 30533	Active

INSPECTIONS APRIL 2025 (1)

Record #	Record Type	Inspection Type	Result	Completion Note			
BRES-25-16	Building Permit - Residential	Insulation	Pass	4/28/2025			
BRES-25-15	Building Permit - Residential	Insulation	Pass	4/28/2025			
BRES-25-14	Building Permit - Residential	Insulation	Pass	4/28/2025			
BRES-25-13	Building Permit - Residential	Insulation	Pass	4/28/2025			
LDP-24-1	Land Disturbance Permit	B.M.P Inspection	Pass	4/28/2025			
LDP-23-9	Land Disturbance Permit	B.M.P Inspection	Pass	4/28/2025			
LDP-24-1	Land Disturbance Permit	B.M.P Inspection	Pass	4/25/2025			
LDP-22-20	Land Disturbance Permit	B.M.P Inspection	Pass	4/25/2025			
BRES-25-25	Building Permit - Residential	Residential Rough Electrical Inspections	Pass	4/24/2025			
BRES-25-16	Building Permit - Residential	Resident Rough In Framing Inspection.	Pass	4/24/2025			
BRES-25-16	Building Permit - Residential	Residential Mechanical Rough In Inspection.	Pass	4/24/2025			
BRES-25-16	Building Permit - Residential	Residential Rough Electrical Inspections	Pass	4/24/2025			
BRES-25-16	Building Permit - Residential	Residential Plumbing Rough In Inspection.	Pass	4/24/2025			
BRES-25-15	Building Permit - Residential	Resident Rough In Framing Inspection.	Pass	4/24/2025			
BRES-25-15	Building Permit - Residential	Residential Mechanical Rough In Inspection.	Pass	4/24/2025			
BRES-25-15	Building Permit - Residential	Residential Rough Electrical Inspections	Pass	4/24/2025			
BRES-25-14	Building Permit - Residential	Commercial Rough In Plumbing Inspection.	Pass	4/24/2025			
BRES-25-14	Building Permit - Residential	Resident Rough In Framing Inspection.	Pass	4/24/2025			
BRES-25-14	Building Permit - Residential	Residential Mechanical Rough In Inspection.	Pass	4/24/2025			
BRES-25-14	Building Permit - Residential	Residential Plumbing Rough In Inspection.	Pass	4/24/2025			
BRES-25-13	Building Permit - Residential	Resident Rough In Framing Inspection.	Pass	4/24/2025			
BRES-25-13	Building Permit - Residential	Residential Mechanical Rough In Inspection.	Pass	4/24/2025			
BRES-25-13	Building Permit - Residential	Residential Rough Electrical Inspections	Pass	4/24/2025			
BRES-25-13	Building Permit - Residential	Residential Plumbing Rough In Inspection.	Pass	4/24/2025			
BRES-25-9	Building Permit - Residential	Footing - Inspect Footing Placement	Pass	4/24/2025	Per engineers report		
BRES-25-9	Building Permit - Residential	Footing - Inspect Footing Placement	Pass	4/24/2025	3rd Party Inspection (Attachments)		
BRES-25-9	Building Permit - Residential	Residential T-Pole Inspection	Fail	4/24/2025	Documents provided		
BRES-25-8	Building Permit - Residential	Residential Final Inspection	Pass	4/24/2025	Footings and foundation walls completed with no inspections		
BRES-25-7	Building Permit - Residential	Residential Final Inspection	Pass	4/24/2025			
BRES-25-6	Building Permit - Residential	Residential Mechanical Rough In Inspection.	Pass	4/24/2025			
BRES-25-6	Building Permit - Residential	Residential Final Inspection	Pass	4/24/2025			
BRES-25-6	Building Permit - Residential	Residential Rough Electrical Inspections	Pass	4/24/2025			
BRES-25-5	Building Permit - Residential	Residential Final Inspection	Pass	4/24/2025			
BRES-25-4	Building Permit - Residential	Resident Rough In Framing Inspection.	Pass	4/24/2025			
BRES-25-4	Building Permit - Residential	Residential Mechanical Rough In Inspection.	Pass	4/24/2025			
BRES-25-4	Building Permit - Residential	Residential Final Inspection	Pass	4/24/2025			
BRES-25-3	Building Permit - Residential	Residential Rough Electrical Inspections	Pass	4/24/2025			
LDP-24-13	Land Disturbance Permit	B.M.P Inspection	Pass	4/24/2025			
BRES-24-62	Building Permit - Residential	Erosion Controls B.M.P Inspection	Pass	4/24/2025			
LDP-24-3	Land Disturbance Permit	B.M.P Inspection	Pass	4/24/2025			



*INSPECTED* (21)

LDP-22-9	Land Disturbance Permit	B.M.P Inspection	Pass	4/23/2025		
BRES-24-75	Building Permit - Residential	Erosion Controls B.M.P Inspection	Pass	4/22/2025		
LDP-24-11	Land Disturbance Permit	B.M.P Inspection	Pass	4/22/2025		
LDP-24-5	Land Disturbance Permit	B.M.P Inspection	Pass	4/22/2025		
LDP-22-20	Land Disturbance Permit	B.M.P Inspection	Pass	4/21/2025		
BRES-25-42	Building Permit - Residential	Residential T-Pole Inspection	Pass	4/18/2025		
BRES-25-41	Building Permit - Residential	Residential T-Pole Inspection	Pass	4/18/2025		
BRES-25-36	Building Permit - Residential	Residential T-Pole Inspection	Pass	4/18/2025		
BRES-25-35	Building Permit - Residential	Residential T-Pole Inspection	Pass	4/18/2025		
BRES-25-16	Building Permit - Residential	House Wrap	Pass	4/18/2025		
BRES-25-15	Building Permit - Residential	House Wrap	Pass	4/18/2025		
BRES-25-14	Building Permit - Residential	House Wrap	Pass	4/18/2025		
BRES-25-13	Building Permit - Residential	House Wrap	Pass	4/18/2025		
BRES-25-12	Building Permit - Residential	Resident Rough In Framing Inspection.	Pass	4/18/2025		
BRES-25-11	Building Permit - Residential	Resident Rough In Framing Inspection.	Pass	4/18/2025		
BRES-25-10	Building Permit - Residential	Resident Rough In Framing Inspection.	Pass	4/18/2025		
BRES-23-109	Building Permit - Residential	Residential Final Inspection	Pass	4/18/2025		
BRES-23-109	Building Permit - Residential	Residential Final Electrical Inspection	Pass	4/18/2025		
BRES-23-109	Building Permit - Residential	Residential Final Safety Inspection	Pass	4/18/2025		
OD-25-7	Outside Sales and Dining Operations	Residential T-Pole Inspection	Pass	4/17/2025		
BRES-25-25	Building Permit - Residential	Resident Rough In Framing Inspection.	Partial Pass	4/17/2025		
BRES-24-60	Building Permit - Residential	Erosion Controls B.M.P Inspection	Pass	4/17/2025		
BRES-24-46	Building Permit - Residential	Erosion Controls B.M.P Inspection	Pass	4/17/2025		
LDP-24-3	Land Disturbance Permit	B.M.P Inspection	Pass	4/17/2025		
BRES-25-36	Building Permit - Residential	Residential T-Pole Inspection	Pass	4/16/2025		
BRES-25-35	Building Permit - Residential	Residential T-Pole Inspection	Pass	4/16/2025		
BRES-25-27	Building Permit - Residential	Concrete Slab Inspection	Pass	4/16/2025		
BRES-25-26	Building Permit - Residential	Concrete Slab Inspection	Pass	4/16/2025		
BRES-25-16	Building Permit - Residential	Wall Sheathing Inspection	Pass	4/16/2025		
BRES-25-15	Building Permit - Residential	Wall Sheathing Inspection	Pass	4/16/2025		
BRES-25-14	Building Permit - Residential	Wall Sheathing Inspection	Pass	4/16/2025		
BRES-25-13	Building Permit - Residential	Wall Sheathing Inspection	Pass	4/16/2025		
LDP-24-1	Land Disturbance Permit	B.M.P Inspection	Pass	4/16/2025		
BRES-24-75	Building Permit - Residential	Residential Construction - Under slab plumbing Inspection	Pass	4/15/2025		
LDP-24-11	Land Disturbance Permit	B.M.P Inspection	Pass	4/15/2025		
LDP-22-9	Building Permit - Residential	Erosion Controls B.M.P Inspection	Partial Pass	4/15/2025		
BRES-24-77	Building Permit - Residential	Erosion Controls B.M.P Inspection	Fail	4/14/2025		
LDP-23-1	Land Disturbance Permit	B.M.P Inspection	Pass	4/14/2025		
OD-25-6	Outside Sales and Dining Operations	Outside Sales and Dining Operations Inspection	Pass	4/11/2025		
BRES-25-27	Building Permit - Residential	Residential Construction - Under slab plumbing Inspection	Pass	4/11/2025		
BRES-25-27	Building Permit - Residential	Residential Construction - Under slab plumbing Inspection	Pass	4/11/2025		
BRES-25-27	Building Permit - Residential	Residential Building Sewer Inspection	Pass	4/11/2025		
BRES-25-27	Building Permit - Residential	Residential T-Pole Inspection	Pass	4/11/2025		
BRES-25-27	Building Permit - Residential	Residential T-Pole Inspection	Pass	4/11/2025		

# INSPECTIONS (3)

BRES-25-26	Building Permit - Residential	Residential Building Sewer Inspection	Pass	4/11/2025				
BRES-23-109	Building Permit - Residential	Residential Final Inspection	Fail	4/11/2025	There shall be a floor or landing at the top and bottom of each stairway. The width perpendicular to the direction of travel			
BRES-23-109	Building Permit - Residential	Residential Final Finish Electrical Inspection	Fail	4/11/2025	There shall be a floor or landing at the top and bottom of each stairway. The width perpendicular to the direction of travel			
BRES-23-109	Building Permit - Residential	Residential Final Safety Inspection	Fail	4/11/2025	There shall be a floor or landing at the top and bottom of each stairway. The width perpendicular to the direction of travel			
LDP-24-11	Land Disturbance Permit	B.M.P Inspection	Pass	4/10/2025				
BRES-23-109	Building Permit - Residential	Residential Final Finish Electrical Inspection	Fail	4/10/2025	There are no approved rough inspections or insulation inspection on this jobsite. No access to structure. Permitted add			
LDP-23-1	Land Disturbance Permit	B.M.P Inspection	Pass	4/10/2025				
LDP-22-20	Land Disturbance Permit	B.M.P Inspection	Pass	4/10/2025				
LDP-22-9	Land Disturbance Permit	B.M.P Inspection	Fail	4/10/2025				
LDP-24-5	Land Disturbance Permit	B.M.P Inspection	Pass	4/9/2025				
LDP-24-1	Land Disturbance Permit	B.M.P Inspection	Pass	4/9/2025				
BCOM-23-6	Building Permit - Commercial	Commercial Final Inspection	Pass	4/8/2025				
OD-25-3	Outside Sales and Dining Operations	Outside Sales and Dining Operations Inspection	Pass	4/7/2025				
OD-25-2	Outside Sales and Dining Operations	Outside Sales and Dining Operations Inspection	Pass	4/4/2025				
BCOM-25-3	Building Permit - Commercial	Commercial Framing Inspection	Pass	4/4/2025	This inspection include electrical and plumbing as well			
BCOM-25-3	Building Permit - Commercial	Commercial Mechanical Inspection	Pass	4/4/2025				
BCOM-25-3	Building Permit - Commercial	Commercial Electrical Rough In Inspection	Pass	4/4/2025				
BCOM-25-3	Building Permit - Commercial	Rough In Plumbing - Water Distribution	Pass	4/4/2025				
BRES-24-51	Building Permit - Residential	Residential Final Inspection	Pass	4/4/2025				
BRES-24-51	Building Permit - Residential	Residential Final Finish Electrical Inspection	Pass	4/4/2025				
BRES-24-51	Building Permit - Residential	Residential Final Safety Inspection	Pass	4/4/2025				
BRES-24-50	Building Permit - Residential	Residential Final Finish Electrical Inspection	Pass	4/4/2025	Basement level to remain unfinished			
LDP-24-1	Land Disturbance Permit	B.M.P Inspection	Pass	4/4/2025				
LDP-23-1	Land Disturbance Permit	B.M.P Inspection	Pass	4/4/2025				
BRES-25-24	Building Permit - Residential	Residential Rough In Framing Inspection	Pass	4/3/2025				
BRES-25-24	Building Permit - Residential	Residential Mechanical Rough In Inspection	Pass	4/3/2025				
BRES-25-24	Building Permit - Residential	Residential Rough Electrical Inspections	Pass	4/3/2025				
LDP-24-3	Land Disturbance Permit	B.M.P Inspection	Pass	4/3/2025				
LDP-23-9	Land Disturbance Permit	B.M.P Inspection	Pass	4/3/2025				
LDP-22-20	Land Disturbance Permit	B.M.P Inspection	Pass	4/2/2025				
BRES-24-62	Building Permit - Residential	Erosion Controls B.M.P Inspection	Pass	4/2/2025				
BRES-24-66	Building Permit - Residential	Erosion Controls B.M.P Inspection	Pass	4/2/2025				
BRES-25-51	Building Permit - Residential	Concrete Slab Inspection	Pass	4/1/2025				
BRES-25-51	Building Permit - Residential	Concrete Slab Inspection	Pass	4/1/2025				
BRES-25-30	Building Permit - Residential	Concrete Slab Inspection	Pass	4/1/2025				
BRES-25-29	Building Permit - Residential	Concrete Slab Inspection	Pass	3/31/2025				
BRES-25-31	Building Permit - Residential	Residential Construction - Under slab plumbing	Inspect	3/31/2025				
BRES-25-30	Building Permit - Residential	Residential Construction - Under slab plumbing	Inspect	3/31/2025				
BRES-25-29	Building Permit - Residential	Residential Construction - Under slab plumbing	Inspect	3/31/2025				
BRES-24-47	Building Permit - Residential	Footings - Inspect Footing Placement	Pass	3/31/2025	Porch footing			
BRES-25-31	Building Permit - Residential	Residential Construction - Under slab plumbing	Inspect	3/28/2025				
BRES-25-30	Building Permit - Residential	Residential Construction - Under slab plumbing	Inspect	3/28/2025				
BRES-25-29	Building Permit - Residential	Residential Construction - Under slab plumbing	Inspect	3/28/2025				
COA-25-1	Certificate of Appropriateness	Certificate of Appropriateness	Pass	3/28/2025				
LDP-24-1	Land Disturbance Permit	B.M.P Inspection	Pass	3/28/2025				

LOGS ENFORCEMENT ACTIVITY APRIL 2025

3/21/2025	Business licenses Notice Violation		Cart letters sent	Inspector & Site visited	Steve Waters Plumbing		Closed	4/20/2025
3/22/2025	Business licenses Notice Violation		Cart letters sent	Inspector & Site visited	Dalhousie Pediatric		Closed	4/20/2025
3/23/2025	Business licenses Notice Violation		Cart letters sent	Inspector & Site visited	Dalhousie General Store		Closed	4/20/2025
3/24/2025	Business licenses Notice Violation		Cart letters sent	Inspector & Site visited	Dalhousie Dollar Tree		Closed	4/20/2025
3/25/2025	Business licenses Notice Violation		Cart letters sent	Inspector & Site visited	Anderson feed		Closed	4/20/2025
3/19/2025	Excessive trash		Gouldlock Street	Keith Shirley		Items removed	Closed	3/21/2025
3/19/2025	Complaint of Drainage piping		45 Grandview Drive				Ongoing	City Engineering
3/19/2025	Gas Leak	Fredy Welch Demolition Site	North grove	Gas Line damages			Closed	3/19/2025
3/19/2025	Driveway Entrance with GDOT rightway			Permit for driveway cut of state hwy issues			Closed	3/20/2025
3/23/2025	Animal Complaint	The Public House Restaurant		North grove Street	No evidence of biting		Closed	3/23/2025
3/24/2025	Noise Complaint	radio blaring at construction site		226 Golden Bear pass			Closed	3/24/2025
3/24/2025	Animal at large	Handcock Park		Complaint			Closed	3/24/2025
3/23/2025	Homeless people camping	Anslay Medical Mall		City Police responded			Closed	3/24/2025
3/25/2025	Outdoor storage	Coffee Break & N Meaders Street					Ongoing	
3/25/2025	Sewer line leakage	Gouldlock Street		Repairs completed	Terry 706-974-7074	Housing auth	Closed	3/26/2025
3/26/2025	Vehicle asst	Vehicle Broken Down		Seed & Strawed			Closed	6/26/2025
3/26/2025	Follow up Soil Erosion	Kilohole pass					Closed	3/26/2025
3/26/2025	Site review sstie water determination	MMPKY Davis property					Closed	3/26/2025
3/27/2025	Complaint of littering	306 South Grove Street		yard was Toilet papered	City Police response	P. Delesio	Closed	3/25/2025
3/27/2025	Storm water piping follow up	45 Grandview Street					Closed	4/4/2025
3/27/2025	Excessive items	40 Meders Street		requested items to be removed			Closed	4/2/2025
4/1/2025	Silt fencing repairs	Stephens Street		Requested to make necessary repairs within 5 days.			Closed	4/7/2025
4/2/2025	Zoning Verification	Mountain Music Park					Closed	4/6/2025
4/2/2025	Grass Violation Notice	Craig Krutzer Riley Road					Closed	4/21/2025
4/2/2025	Zoning Verification	70 Anslay Drive					Closed	4/6/2025
4/4/2025	Signage	Wal-Mart way		Follow up on Signage	Repaired		Closed	4/15/2025
4/4/2025	Business inspection	223 Torrington Drive		Addon Business to existing business			Closed	4/8/2025
4/7/2025	S/E inspection follow up	Stephen Street					Closed	4/7/2025
4/7/2025	Water leak problem complaint	Gateway Antique Mall		Repair completed			Closed	4/7/2025
Apr -25	Traffic Asst	GA power pole removal		2.5 hours directing traffic			Closed	4/8/2025
4/8/2025	Animal at large	Animal Control removed the dog at large		Investigated apartment show signs of uncleanness			Closed	4/15/2025
4/10/2025	Complaint	Rental tenant complaint regarding pest infestation		called maintenance			Closed	4/12/2025
4/10/2025	Complaint	Rental Tenants - Defected dryer vent cover making noises		Correction completed			Closed	4/11/2025
4/11/2025	Drainage issue follow up	Bear Paw Ridge					Closed	4/12/2025
4/11/2025	Animal At large	Handcock Park		Called Animal Control to remove dog			Closed	4/13/2025
4/13/2025	Barking Dog Complaint	Shorts Street		Dog was not barking			Closed	4/14/2025
4/14/2025	Vehicles asst	Dead battery		833 South Chestaree street			Closed	4/14/2025
4/11/2025	S/E inspection follow up			Stephen Street	Repairs completed		Closed	4/20/2025
4/14/2025	Complaint regarding a roof leak from rental tenant	BRES 24-77 71 Quartz Way		Repairs to the roofing in progress			Closed	4/17/2025
4/15/2025	Electrical inspection on rental apartments			Sherman Green Terrace 1	Repairs needed.		Closed	4/21/2025
4/14/2025	Vehicle Parking Blocking Warwick Street			Vehicle removed			Closed	4/14/2025







**City of Dahlonega**  
**465 Riley Road**  
**Dahlonega, GA 30533**  
Telephone: 706-864-6133 Fax: 706-864-4837

### City of Dahlonega activity report for April 2025.

- |  |                                |
|--|--------------------------------|
| 6-Animal Complaints.                   | 0- Disrepair structure notice. |
| 4- Debris/removal of items.            | 36- LDP inspection.            |
| 5-Excessive trash.                     | 8- Other complaints.           |
| 26- Sign Removals.                     | 1- Inoperable vehicle.         |
| 3- Sign Violation Notices.             | 2- Signage Complaints.         |
| 5- Traffic-Vehicle Assistance.         | 4- Property Owner complaints.  |
| 0 -Lighting Complaints                 | 14 Occupational letters        |
| 3- Vehicle Parking Complaints          | 1 Homeless Camp set-up         |
| 2-Noise Complaints.                    | 5 Business inspections         |
| 8- Courtesy grass cutting.             | 2 Tree Complaints              |
| 3-Soil Erosion Complaint.              | 1 Burning Brush Complaint      |
| 2-Commercial Dumpster trash complaint. |                                |



## Department Report

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Report Title: Finance and Administration Department – April 2025

Report Highlight: Purchasing Agent Brittany Lee successfully navigated federal procurement for our latest TAP project.

Name and Title: Kimberly Stafford, Finance Manager

### Recently Completed:

- Compilation of property and easement files
- Transitions property and liability insurance functions to finance from clerk's office.
- Submitted annual ARPA report.
- Cross-training initiative implementation.
- Water/Sewer masterplan data compilation complete as to data we have available.
- Many conversations with grant writers and congressional representatives regarding KOYO Lift Station funds.
- Lead and Copper grant submissions completed thru draw #6.
- Civic Plus Meeting and Agenda software setup ongoing for new platform. Estimate go live is July 2025.
- Began planning work on ROW and property audit.

### Underway:

- Inventory module discovery for design and implementation.
- Internal audit of assets – 95% complete
- Establish and set up the Employee Portal on new software; implement and train employees on benefits and use.
- Update employee evaluation forms and document procedures for employee review processes and performance development plans.
- Staff continues to review forms for needed updates.

### Near Term:

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



# Department Report

---

Report Title: City of Dahlonega Police Department – April 2025  
Report Highlight: Commendation of Officer Cody Sprague and Hunter Bauman.  
Name and Title: George Albert, Chief of Police.

## Recently Completed:

- Officers completed GCIC certification.
- Attended Chief's Conference in Duluth, GA.
- Officers attended Criminal Procedure training in Stephens Co.
- Presented to Leadership Lumpkin County 2025 for Public Safety Day at UNG.
- Attended DDA meeting
- Attended State of the State at parks and recreation.
- Attended GMA district 2 listening series at Smith House.
- Bear on the Square festival in downtown Dahlonega.
- Attended Morrison Moore pedestrian bridge dedication ceremony.

## Underway:

- Foot patrol of the community making connections with business owners, residents and visitors to the community.
- Officers continue business checks and crime opportunity card programs in community.
- Staff are beginning to work on State Certification for agency.
- Preparations for Art and Wine festival next month in downtown Dahlonega.

Officer's Commendation: A citizen commended Officer Sprague for his professional handling of a domestic situation. Marie Satterfield advised the following in an email: "It is always a pleasure to work with your department and all of the city employes, they are so nice and kind to me and I love you all." Commendation from a member of the community about Officer Bauman and how professional he was to them at a traffic stop.

## April Pictures



Lumpkin Leadership Meeting





## April Pictures



Drug Free Lumpkin (DFL) representative Brian DiNapoli reviewing community readiness



Officer Bauman UNG Leadership Class



## April Pictures



Officer Bauman UNG Leadership Class



Foot Patrols on the Square



## April Pictures



GACP Legislative committee with Senator Gooch at conference



National Telecommunications Appreciation Week



## April Pictures



Farewell Lunch for Loss Prevention Manager from Walmart



Groundbreaking of the Morrison Moore Parkway Pedestrian Bridge



## April Pictures



Bear on the Square





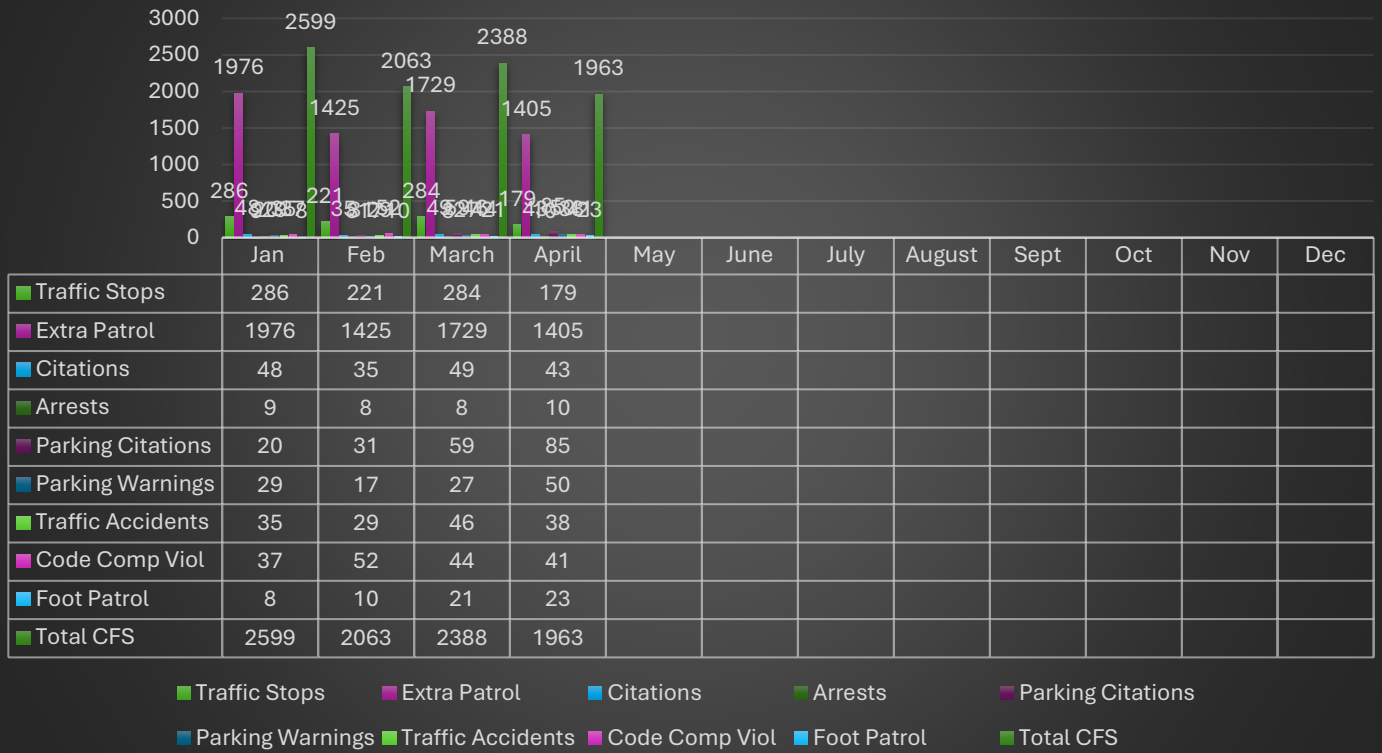
## April Pictures



Bear on the Square



## 2025 Call Type by Month



## Total CFS 2025



## April 2025 Total Calls for Service

Call Type	Jan	Feb	March	April	May	June	July	Aug	Sept	Nov	Dec
Traffic Stops	286	221	284	179							
Extra Patrol	1976	1425	1729	1405							
Citations	48	35	49	43							
Arrests	9	8	8	10							
Parking Citations	20	31	59	85							
Parking Warnings	29	17	27	50							
Traffic Accidents	35	29	46	38							
Code Comp Viol	37	52	44	41							
Foot Patrol	8	10	21	23							
	Jan	Feb	March	April	May	June	July	Aug	Sept	Nov	Dec
Total CFS	2599	2063	2388	1963							

## Calls for service Comparison

	Apr-23	Apr-24	Apr-25
Traffic Stops	65	126	179
Extra Patrol	373	1125	1405
Citations	15	41	43
Arrests	7	4	10
Parking Citations	75	30	85
Parking Warning	6	10	50
Traffic Accidents	19	23	38
Code Comp Viol	29	61	41
Foot Patrol			23

## April 2025 Police Department Stats

**Number of Calls for Service: 1,963**

**Incident Reports: 44**

**Accident Reports: 11**

**Traffic Stops: 179**

**Juvenile Complaint: 1**

**Criminal Trespass: 9**

**Domestic Problem: 5**

**Vehicle Unlock: 15**

**Traffic Citations Issued: 43**

**Traffic Warnings Issued: 47**

**Shoplifting: 6**

**Parking Citations Issued: 85**

**Animal Complaint: 6**

**Public Drunk: 1**

**Traffic Fatalities: 0**

**Motorist Assist: 15**

**Accidents to GSP: 10**

**Trouble Alarms: 14**

**DUI: 0**

**DUI to GSP: 0**

**Arrests: 10**

**Officer Assist LCSO: 6**

**Funeral Assist: 1**

**Officer Assist Other: 4**

**Other: 11**

**Welfare Check: 9**

**Foot Patrol Time: 15 hours**

**Extra Patrol: 1,405**





## Department Report

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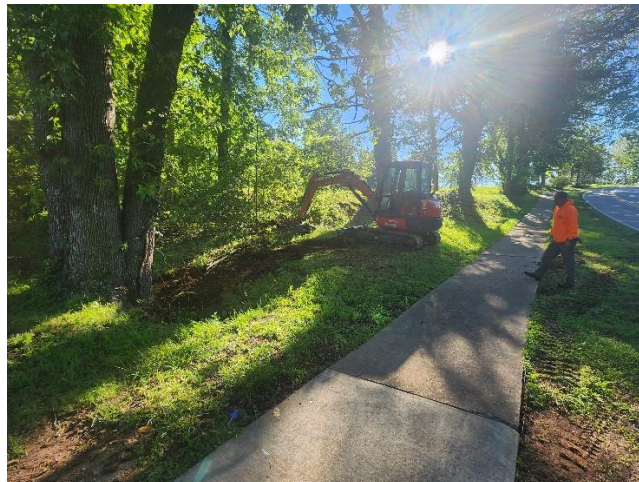
Report Title: Public Works—April 2025  
Name and Title: Mark Buchanan, PW Director/City Engineer

Recently Completed:

- Purchase of new tractor with bushhog.



- Storm drain repair near intersection of North Park and North Chestatee.





Ongoing:

- Installation of downtown vegetation.



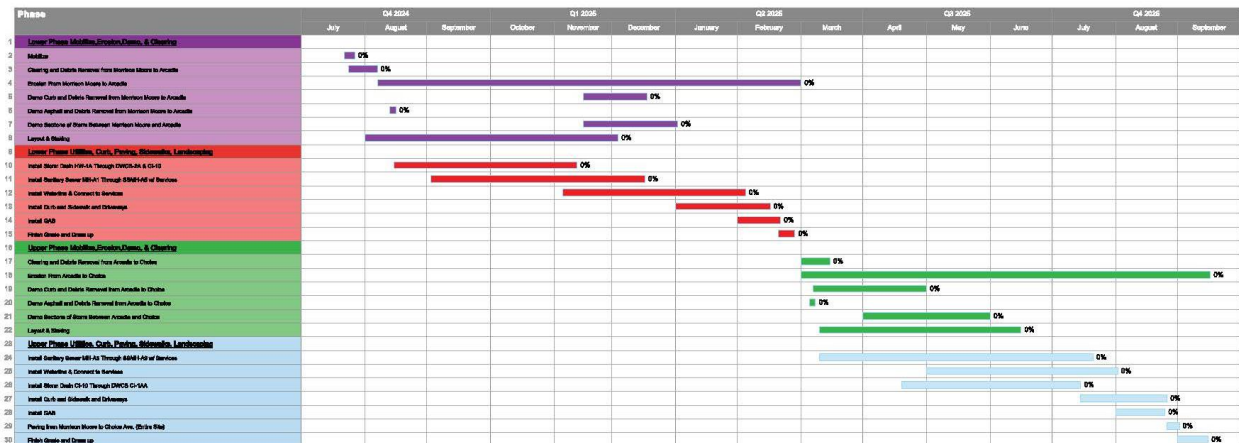
- Park Street Utilities Project. Installation of graded aggregate base is currently occurring between Morrison Moore and Arcadia as utilities are being installed further north.



## PARK STREET UTILITY IMPROVEMENTS

smartsheet

STRICKLAND & SONS PIPELINE, INC.



Stop by Mark's office if you'd like to see a larger, paper version.



- Morrison Moore Pedestrian Bridge & Sidewalk. Notice of Award has been provided to Strickland Pipeline. Groundbreaking will occur April 24.



- Golden Avenue storm drain. Coordination with neighboring property owners regarding necessary easements is ongoing. Georgia DOT is conducting the preliminary design of the Yahoola bridge near this location. Staff are also coordinating with them to ensure a seamless transition between these two neighboring projects.
- Design and bid services for Phase 2 of the North Grove sidewalk project from Subway to Skyline Drive. Plan approved by GDOT 5/7/2025!

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

- Selected portions of the Arcadia Street water and sewer main project/Mechanic Street to Morrison Moore sidewalk.



# DCA Overview

Helping to build strong,  
vibrant communities.



The Georgia Department of Community Affairs is composed of:

**7 divisions** operating across  
the state in 12 regions.

DCA

*Community Development Division*

*Community Finance Division*

*Historic Preservation Division*

*Homeownership Division*

*Housing Assistance Division*

*Housing Choice Voucher Division*

*Housing Finance and  
Development Division*

**70+** programs  
and resources

are administered to help provide  
funding, incentives, technical  
support and partnerships.



- Local Government and Community Assistance
- Homeless and Special Needs Housing Support
- Mapping, Research, and Surveys
- Rental and Mortgage Assistance
- Historic Preservation
- Construction Codes & Housing Development
- Planning

**12 regional  
representatives**

are located throughout the state  
to help communities decide  
which programs best address  
their particular needs.



**2 locations**



**1 Atlanta (Central)**  
60 Executive Park South, NE  
Atlanta, GA 30329

**2 Waycross (HCV)**  
500 Alice Street  
Waycross, GA 31501



# Rural Zone Program Goals

- To assist in revitalizing rural downtowns by offering incentives in designated RURAL Zones for:
  - Job creation
  - Commercial investment
  - Business activities
- Three (3) Georgia income tax credits:
  - Job tax credit
  - Investment credit
  - Rehabilitation credit

# Rural Zone Eligibility

- Cities and counties with a population <15,000
- Must have a concentration of historic commercial structures that are at least 50 years old within the zone
- Must prove economic distress based on poverty rate, vacancy of the downtown area, or blight
- Must be in compliance with the state requirements regarding comprehensive planning and reporting, Service Delivery Strategy, Government Management Indicators (GOMI), and the Report of Local Government Finances

# Hartwell





# Cornelia & Lavonia





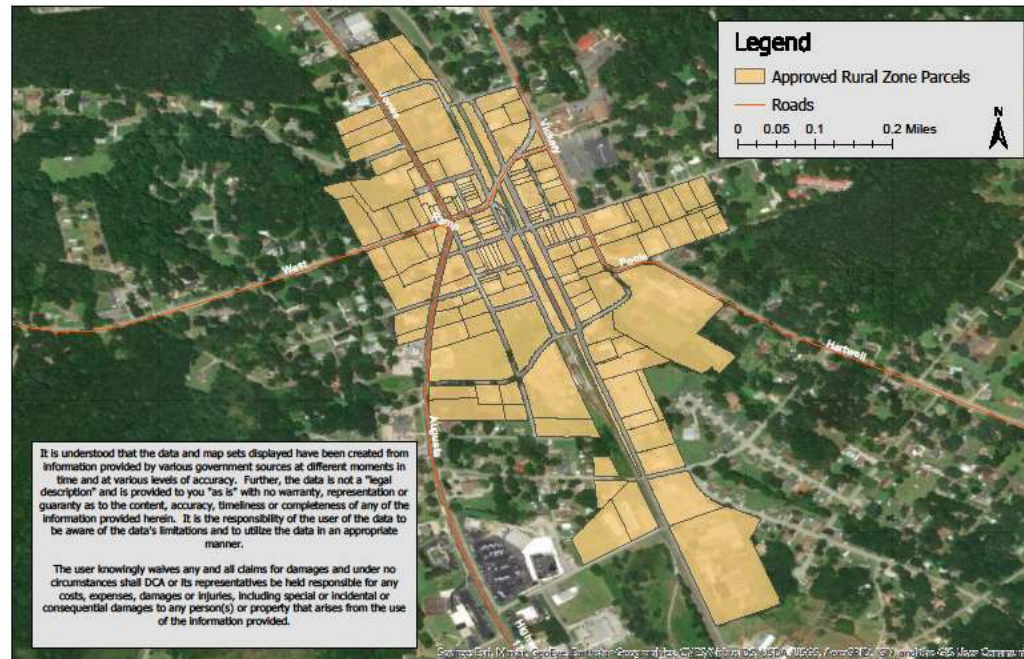
# Clayton





# Maps of designated zone

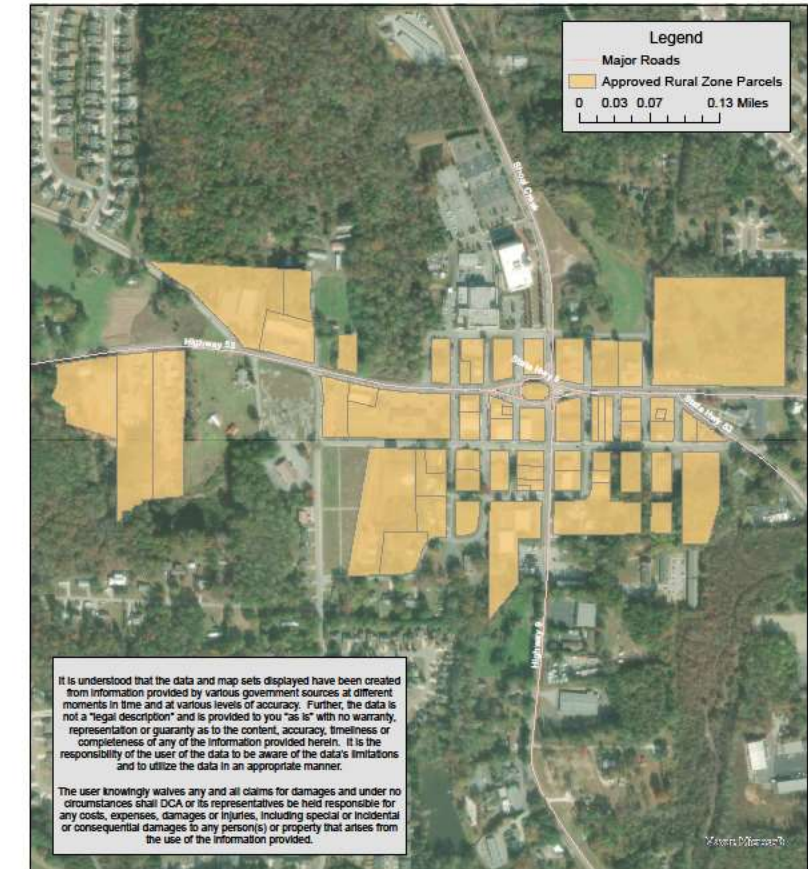
Official Rural Zone Map for City of Lavonia



Georgia Department of  
Community Affairs

Data Source: Shapefiles from city of Lavonia GIS, August 2021  
Map Prepared by: Georgia Department of Community Affairs, 2021  
Approved: January 2022  
Expires: December 31st, 2026

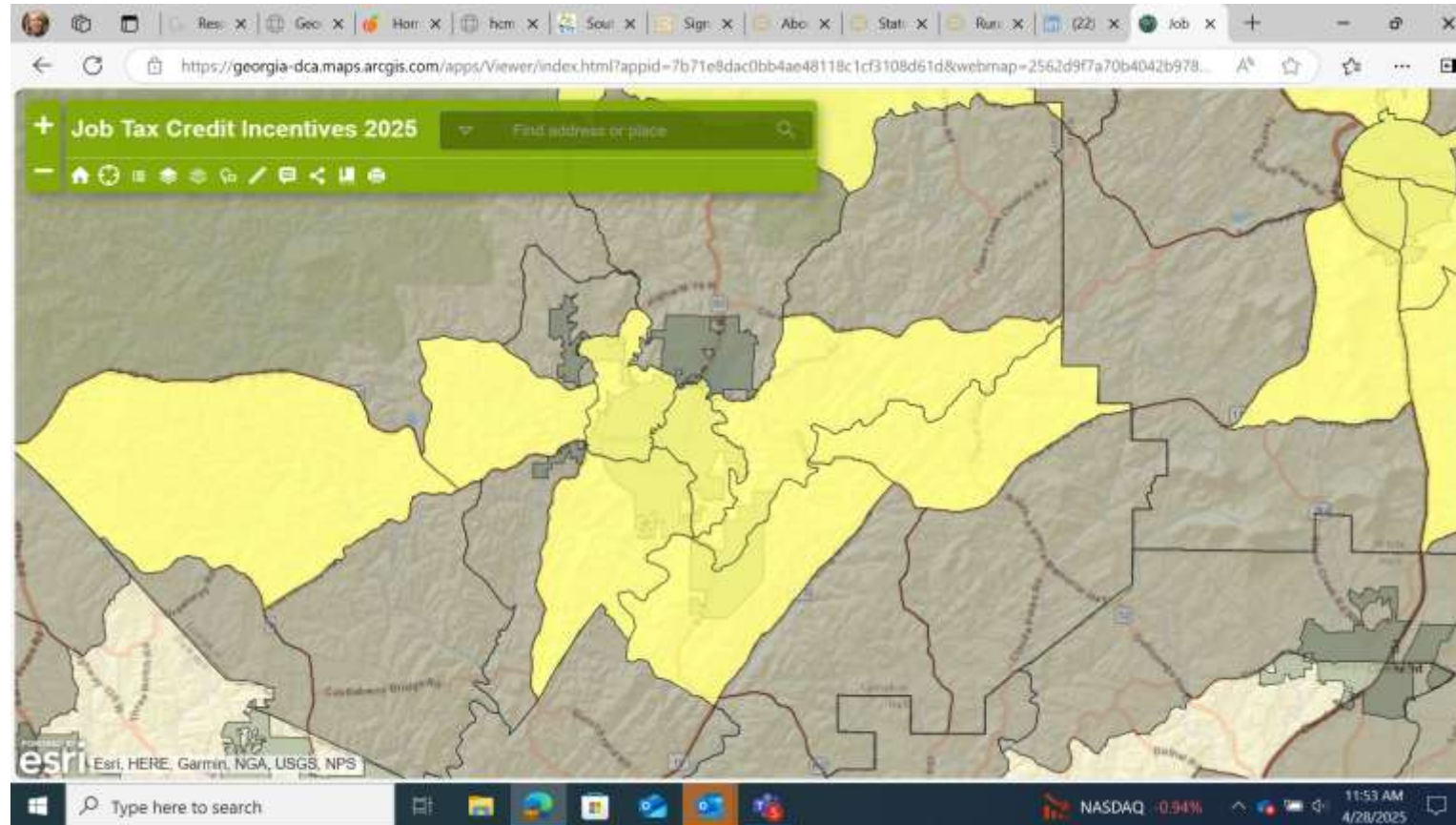
Official Rural Zone Map for City of Dawsonville



Georgia Department of  
Community Affairs

Data Source: Shapefiles from City of Dawsonville GIS, September, 2024  
Map Prepared by: Georgia Department of Community Affairs, 2024  
Approved: January 1st, 2025  
Expires: December 31st, 2029

# Census blocks: poverty rates





# Application & Strategic Plan Elements



GEORGIA DEPARTMENT  
of COMMUNITY AFFAIRS

## Application for 2026 Rural Zone Designation

PLEASE BE AWARE: The application below is subject to change, should there be any changes to the Rural Zone program in the 2025 Legislative Session.

Please complete the full application using the checklist below to ensure all required items have been included.

**PLEASE NOTE:** The application should not be submitted unless all boxes are checked. Communities with incomplete applications will not be eligible for designation.

- ☐ One cover letter addressed to both Christopher Nunn, Commissioner of Community Affairs, and Pat Wilson, Commissioner of Economic Development which is signed by an authorized agent of the local government requesting designation.
- ☐ A feasibility study or market analysis identifying the business activities which can be supported in the proposed zone. (Submission of a leakage report alone will not be sufficient to meet the feasibility study/market analysis requirements for Rural Zone designation. Thoughtful analysis should be submitted with the leakage report, including types of businesses the community believes are viable within the downtown and existing barriers that might impede potential new businesses.)
- ☐ A master plan or strategic plan designed to guide revitalization of downtown.
- ☐ Hard copy of map showing proposed Rural Zone boundaries and tax parcels located within the zone. Map should also include street names and a title showing the jurisdiction's name.
- ☐ Map identifying tax parcels included within the proposed Rural Zone. Identify parcels containing vacant structures, vacant parcels, and blighted parcels. Please clearly mark the map to show parcels that contain no structures (Vacant Parcel), parcels that contain vacant structures (Vacant Structure – meaning there is no active business located within the structure), parcels that contain blighted structures (Blight), and parcels with historic structures (over 50 years of age). Color coding would be helpful.
- ☐ Digital GIS files detailing the proposed Rural Zone, either shapefiles (with .prj file) or geodatabase feature classes. Applicants may submit maps via thumb drive. Digital maps, at a minimum, should include individual parcel boundary polygons as listed below:
  - Parcel file (just the parcels in the Rural Zone) must include parcel ID number
  - Boundary file for the Rural Zone
- ☐ Representative sampling of photographs of proposed zone keyed to a map.
- ☐ A property tax parcel table that includes parcel number, owner, address, current tax value, acreage, use and condition for each tax parcel included in the proposed zone.

Applications must be hand-delivered or postmarked no later than 5:00 PM on August 15, 2025. Late applications will not be considered. Include this checklist with your original application, along with 3 additional copies of the application (for a total of 4 copies of the application) to:

Georgia Department of Community Affairs  
Rural Zone Program – Attn: Tricia DePadro  
Community Development & Finance Division  
60 Executive Park South, NE  
Atlanta, Georgia 30329-2231  
If you have questions, contact Tricia DePadro at [Tricia.depadro@dca.ga.gov](mailto:Tricia.depadro@dca.ga.gov).

1

## RURAL ZONE – REQUIRED STRATEGIC PLAN ELEMENTS

### Downtown SWOT Analysis

- Downtown Strengths
- Downtown Weaknesses
- Opportunities Leading to Success
- Threats that Could Prohibit Success

### Current State of Downtown Infrastructure

- Water
- Sewer
- Parking supply and parking demand (in downtown & proposed rural zone)
- Internet/Broadband access
- Streets/Traffic/Pedestrian
- Number/Sector/Size of downtown businesses
- Identification/timing/average draw for regularly occurring downtown events

### Discussion of “Distress” in downtown

- History of downtown
- When decline/distress began
- Why decline/distress began (triggers)
- Describe the conditions causing economic distress within the proposed zone

### Goals to achieve downtown revitalization outcomes

- Discussion of importance of downtown to the community
- What the community desires to achieve over the course of the requested 5-year designation
- Names of “core team” members
- Implementation responsibilities for core team members
- Regulations, policies and/or procedures that are obstacles to downtown success
- Policies/actions necessary to achieve the desired outcomes

### Desired Businesses in downtown

- Why you think these businesses can be successful
- Strategies for attracting these businesses to downtown
- Strategies for attracting investment to downtown
- Analysis of Leakage Report (or attach Market Analysis or Feasibility Study)

Ge X | Ho X | Tin X | So X | Ch X | Ab X | St X | Rural Z | rural\_zo | (22) Fe | Ru X

https://www.youtube.com/playlist?list=PL-LeN-allw658qrV5uiTXQu46FXWR0xMK

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rural zone

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History

**Rural Zones**

by Georgia Department of Community Affairs

Playlist • 14 videos • 382 views

Play all

1 unavailable video is hidden

1 **Rural Zone 101 - Tax Credit General Overview**  
Georgia Department of Community Affairs • 429 views • 4 years ago

2 **Ways to Promote the Rural Zone Program in your Community**  
Georgia Department of Community Affairs • 149 views • 4 years ago

3 **Tips for New Rural Zone Communities from Cornelia's Team Leader**  
Georgia Department of Community Affairs • 45 views • 4 years ago

4 **Tips for New Rural Zone Communities from Perry's Team Leader**  
Georgia Department of Community Affairs • 44 views • 4 years ago

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3:22 PM  
4/27/2025



# Rural Zones

## ELIGIBILITY REQUIREMENTS

- Communities with populations under 15,000
- Must have a concentration of historic commercial structures
- Must prove economic distress based
- Must be in compliance with the state requirements
- Must submit a feasibility study or market analysis
- Must submit a master plan or strategic plan

## Program Overview

The Job Tax Credit Program provides additional benefits to specified census tracts or additionally designated areas which are considered to be less developed or have a higher rate of poverty. The Rural Zone designation was approved and signed into law in May 2017 and provide enhanced state tax credit incentives to promote the revitalization of vacant rural Georgia downtowns by encouraging investment, job creation, and economic growth in long-established business districts. The establishment of up to 10 zones per year will enable businesses and investors to obtain tax credits for qualified activities occurring within designated Rural Zones. DCA, in partnership with the Georgia Department of Economic Development, will receive applications and designate zones each year to provide an incentive for job creation and private investment in the designated locations. Credits will be available for job creation activities, investment in downtown properties, and renovation of properties to make them usable.





# City of Dahlonega

## Water and Wastewater Master Plan Update

### City Council Work Session Update

May 19, 2025

# Why We're Here

- **Update the Master Plan** and align with today's growth, regulations and costs.
  - 2006 was the last Master Plan
- Confirm water and sewer infrastructure keeps pace with future growth.
- Implement efficient, cost-effective strategies for expansion and improvement.
- Develop a strategic **methodology** for regular **updates every five years**, ensuring long-term sustainability and adaptability.
- **Share early findings from Data Collection and Water and Wastewater Demand Projections.**



# City Population Growth

2006 Population:  Last Master Plan

 4,989

Current Population:

 7,621 (52.8% increase since 2006)

In another 50 years:

 15,500

IMPACTS TO INFRASTRUCTURE (CITY GROWTH)



# University Growth

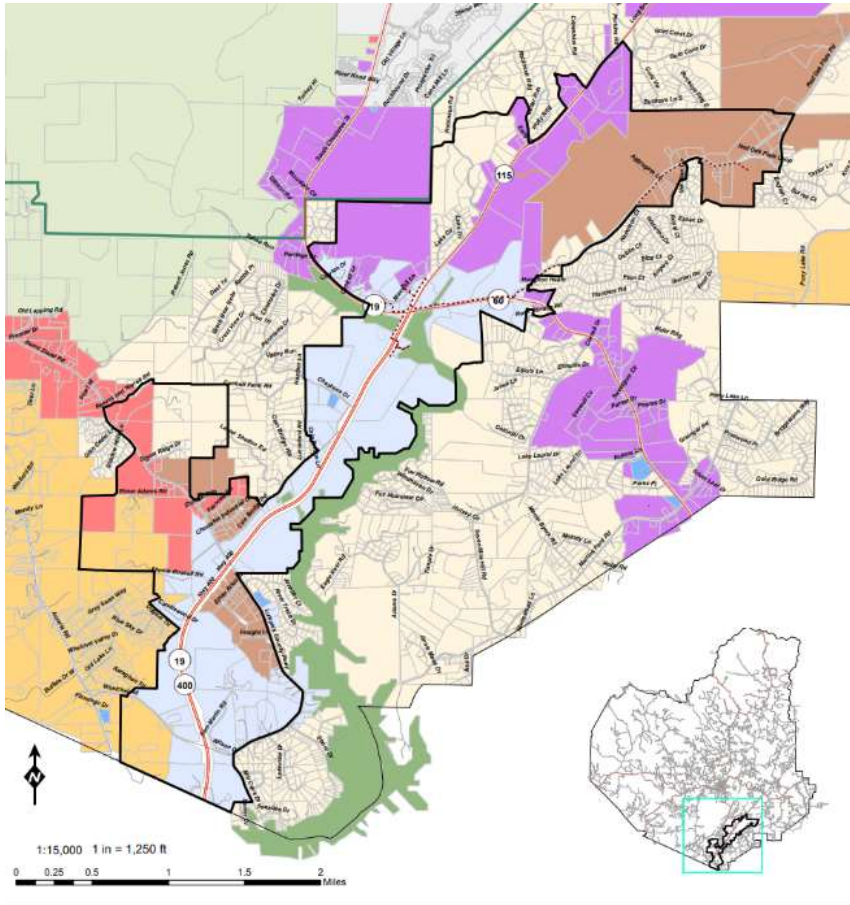


## University of North Georgia Expansion

Current	7,696
2035	10,000 (30% Increase)

IMPACTS TO INFRASTRUCTURE (TOTAL STUDENTS)

# Unincorporated Area Growth

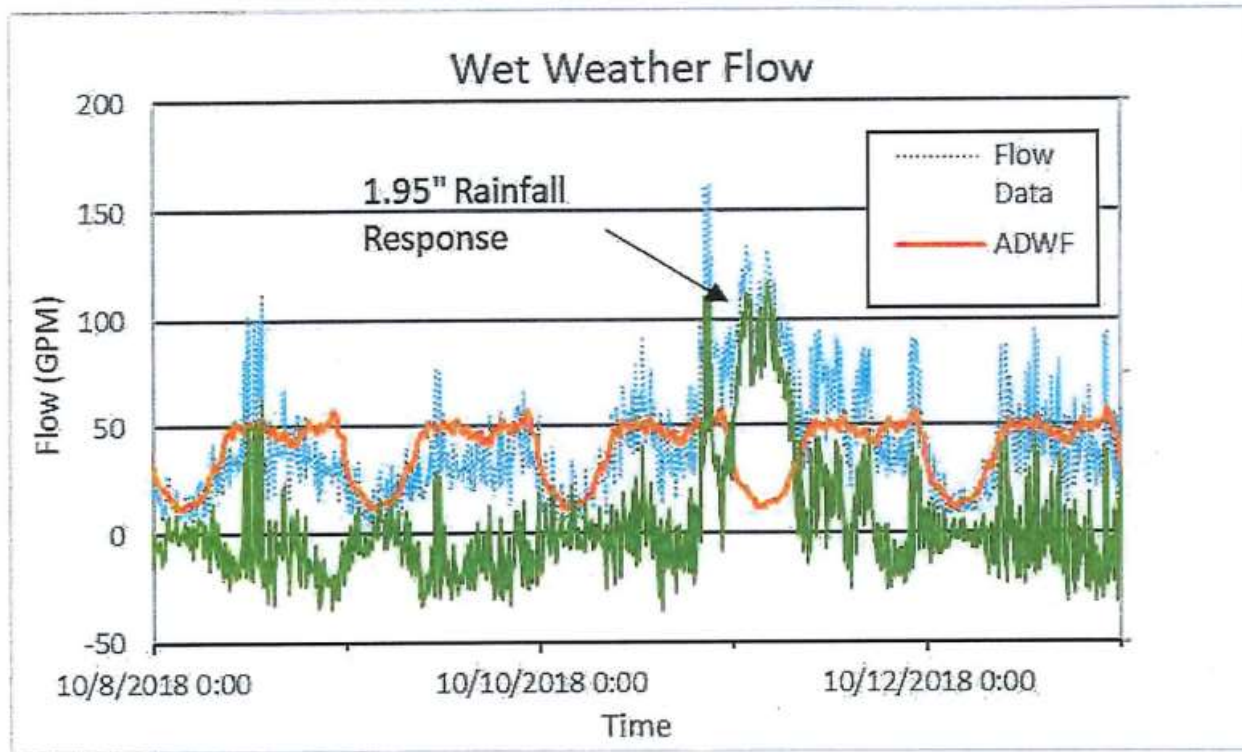


## GA-400 Corridor Development

- Commercial Demands
- Fire Flow Protection

IMPACTS TO INFRASTRUCTURE (LCWSA NEEDS)

# Aging Infrastructure



2019 Inflow and Infiltration (I/I)  
Study shows high I/I within  
monitored areas, which could affect  
available capacity.

**AGED INFRASTRUCTURE (COLLECTION SYSTEM  
CAPACITY)**



# Why Master Planning?



## Answer Questions:

Capacity?  
Fire Flow?  
WWTP Expansion?  
Cost?



## Look Forward:

Manage Growth  
Regulatory Change  
Level Spending



## See the Big Picture:

Dependencies  
Consistent  
Methodology



## Prioritize Needs:

Understand relative  
importance of all  
Projects



## Ensure Compliance:

Meet Regulatory and  
customer  
expectations

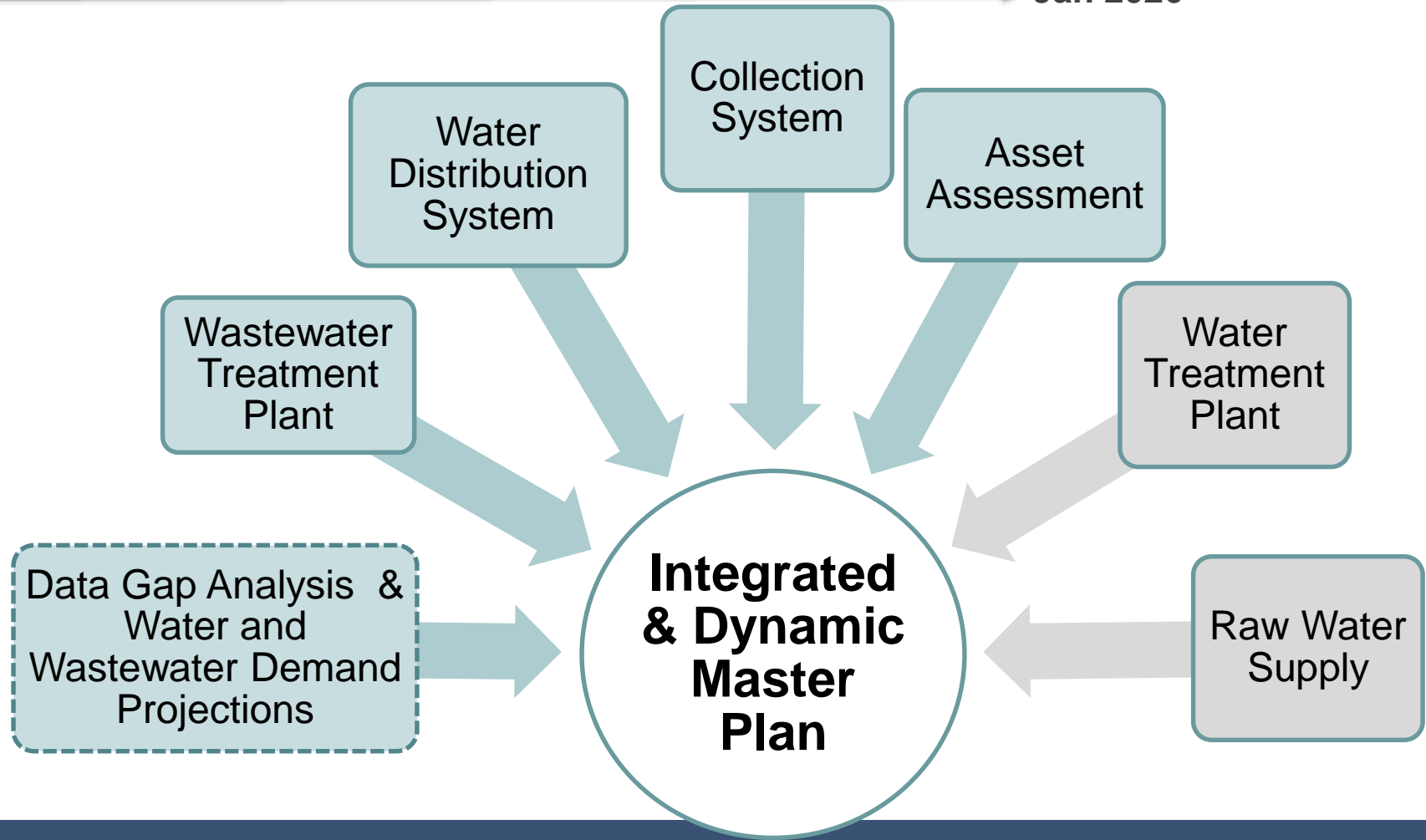
**This is an investment in doing it right—once.  
And doing it smart—so it lasts.**

# Phased Approach for an Integrated Master Plan

Phase 1: Foundational tasks required to begin the update & identify immediate system needs

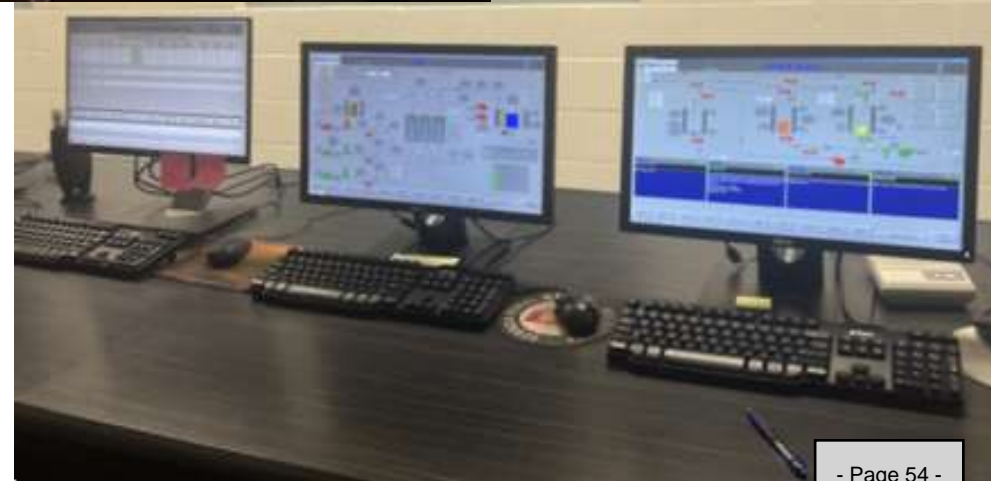
Phase 2: Remaining Evaluation & Master Plan Report

Jan 2025 ← Jan 2026



# Data Requests and Returns

- Hazen's asked for 86 items
- City was able to fill nearly 80%
- Gaps or partial data is expected and normal
- Data Gap Analysis Task has been completed
- Where gaps have been identified, potential data gap resolutions are recommended as part of this phase or future work





# Recommendations to Fill Data Gaps

Area	Why it matters?	Quick-win action
GIS – Water & Sewer	Supports accurate modeling, rehab planning, fire-flow checks	Survey critical sewer trunk lines, continue prioritizing data collection for GIS
Asset Management	Enables smarter maintenance and capital planning	Build inventory and link to work orders
Lift Stations	Informs condition and capacity evaluations	Lift station condition assessment inspections
Break/Overflow History	Helps prioritize “worst-first” pipe replacements	Digitize events and link to GIS IDs
Flow and Rainfall Monitoring	Quantifies I/I and justifies rehab vs. upsizing	Install ~4 flow meters + ~2 rain gauges

These are all relatively low-cost tasks that could be done relatively quickly (6-12 months) to supplement the Master Plan in Phase 2.

# Influencing Factors to Water Demand

What are the factors that could influence the City's water demands change over time?



**City Population**



**Lumpkin County  
School System**



**University of North  
Georgia**



**Water Usage and  
Conservation**



**LCWSA Surface  
Water Needs**



We ran 1,000 simulations with controlled variation in growth, water use, university demand, and surface withdrawals—capturing both typical and extreme outcomes.

# Population Forecast

For Lumpkin County and City of Dahlonega

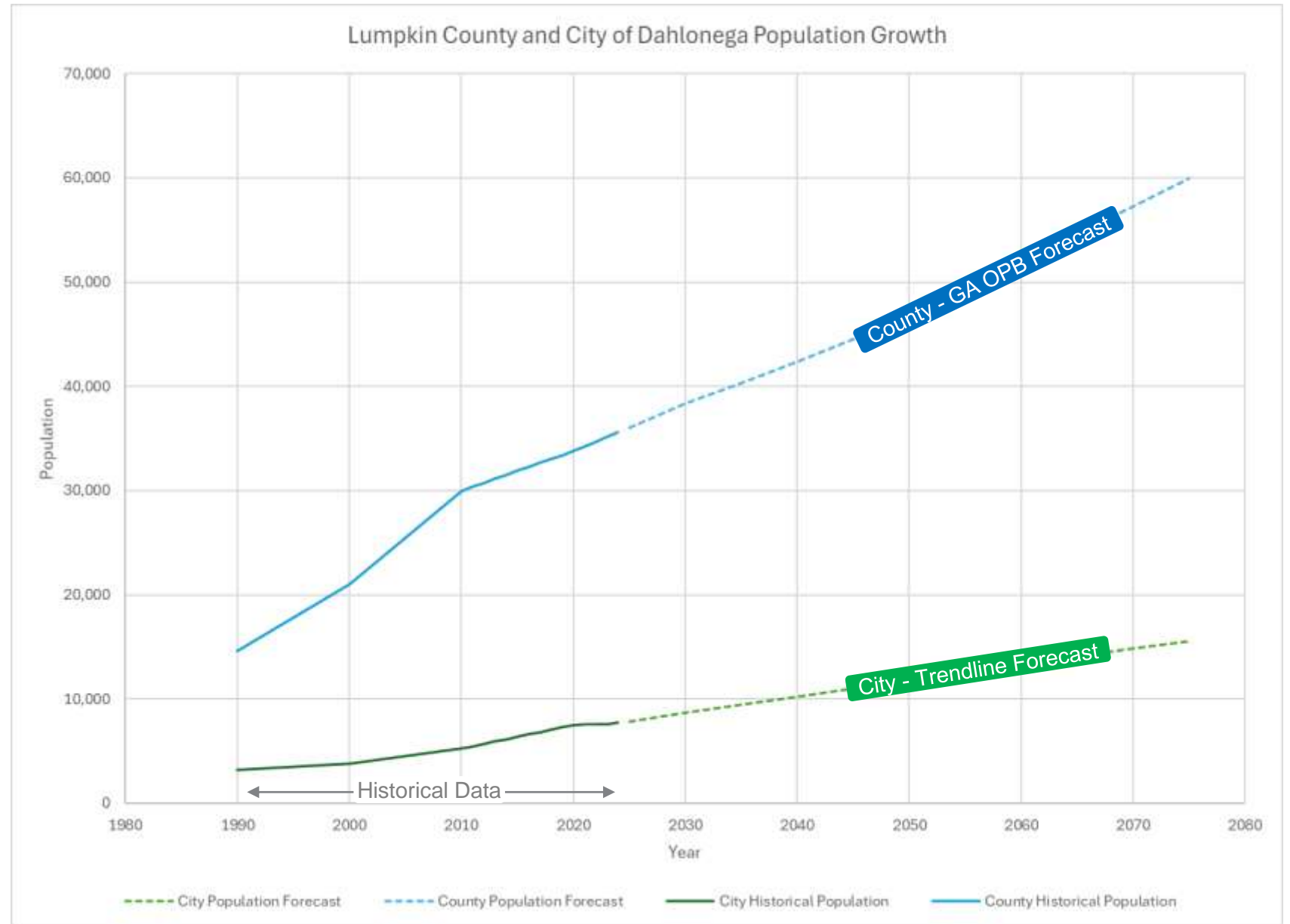
Lumpkin County population numbers include City population

## County Data Sources:

GA Office of Planning and Budget (OPB), US Census data

## City Data Sources:

US Census data, trendline based on historical population





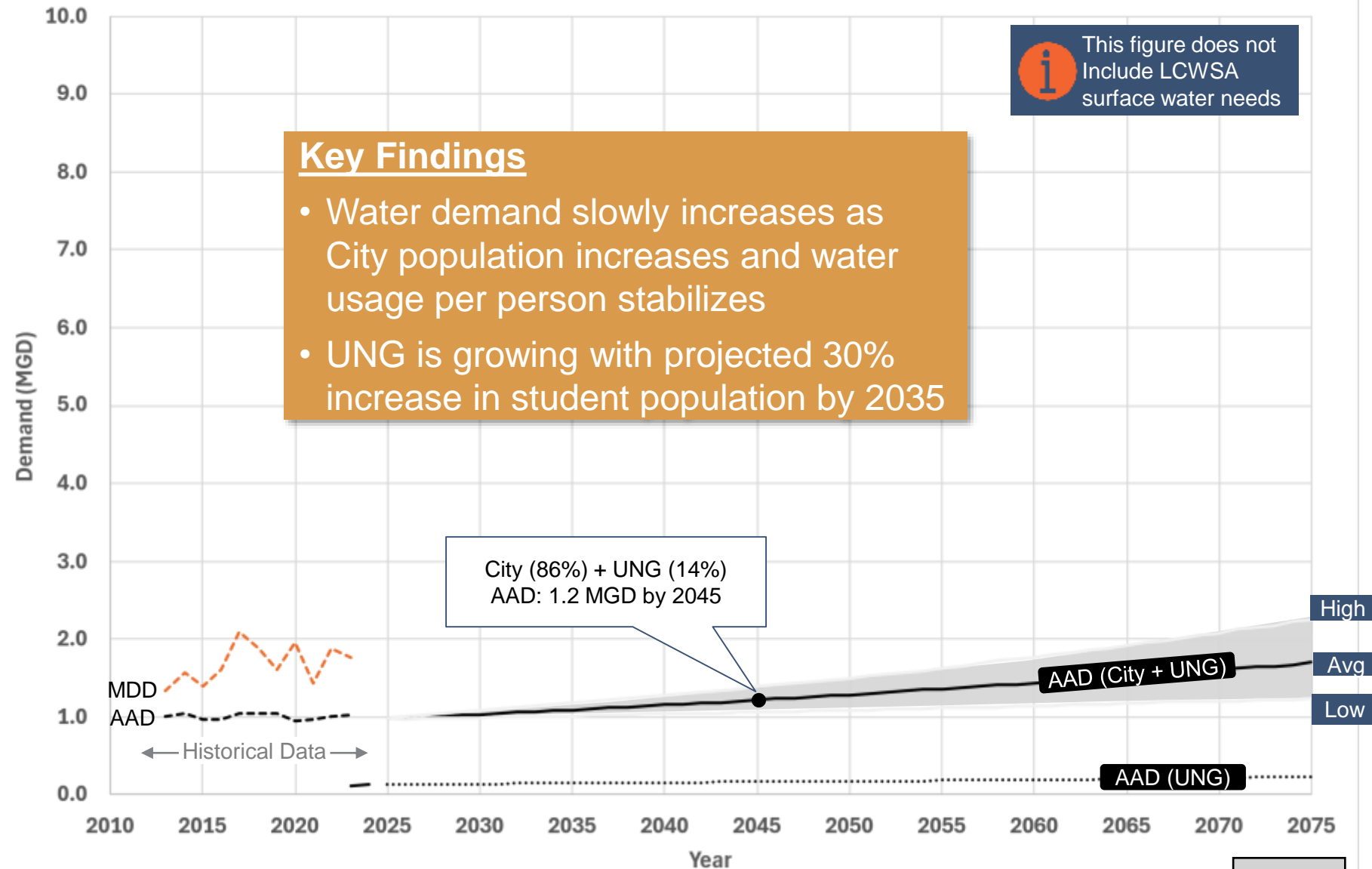
# City Demands

## Forecast

### Key Assumptions:

- University of North Georgia student population could reach 10,000 by 2035
  - **Currently 7,696 (14% of total demand)**
- City will see slow but steady growth
- Water usage per person will continue to decrease but not as drastically as the last 10 years
  - **Last 10 years: 159 gallons per capita per day decreased to 108 gpcd**
- **Future: Decrease down to ~90 gpcd possible**

## City of Dahlonega Water and Wastewater Master Plan Update Demand Water Forecast

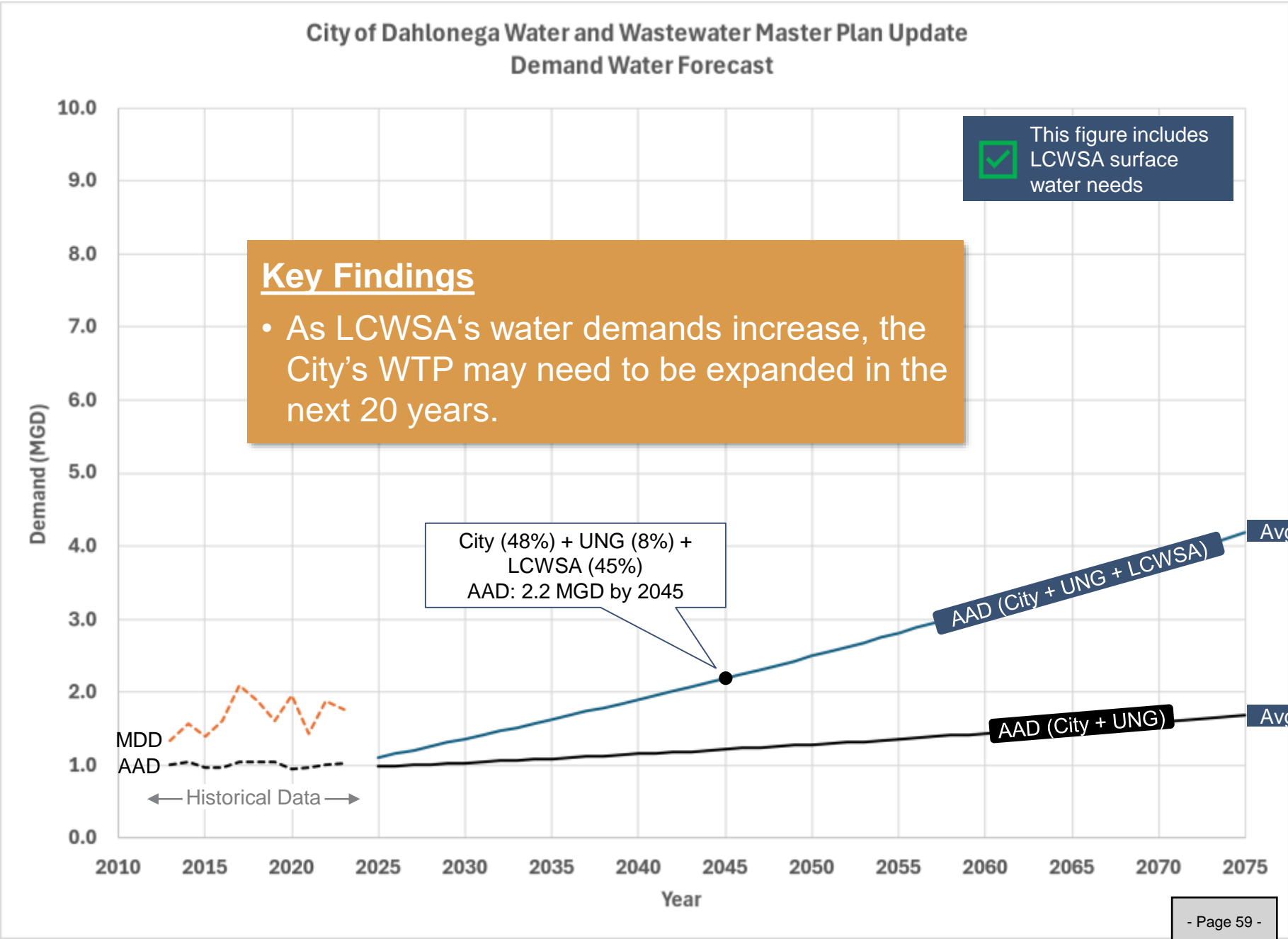


# City + LCWSA

## Forecast

### Key Assumptions:

- LCWSA ground water withdrawals may increase slightly
- Future LCWSA system demand will be met using surface water (treated at the City's WTP)



# Maximum Daily Demand

## Forecast

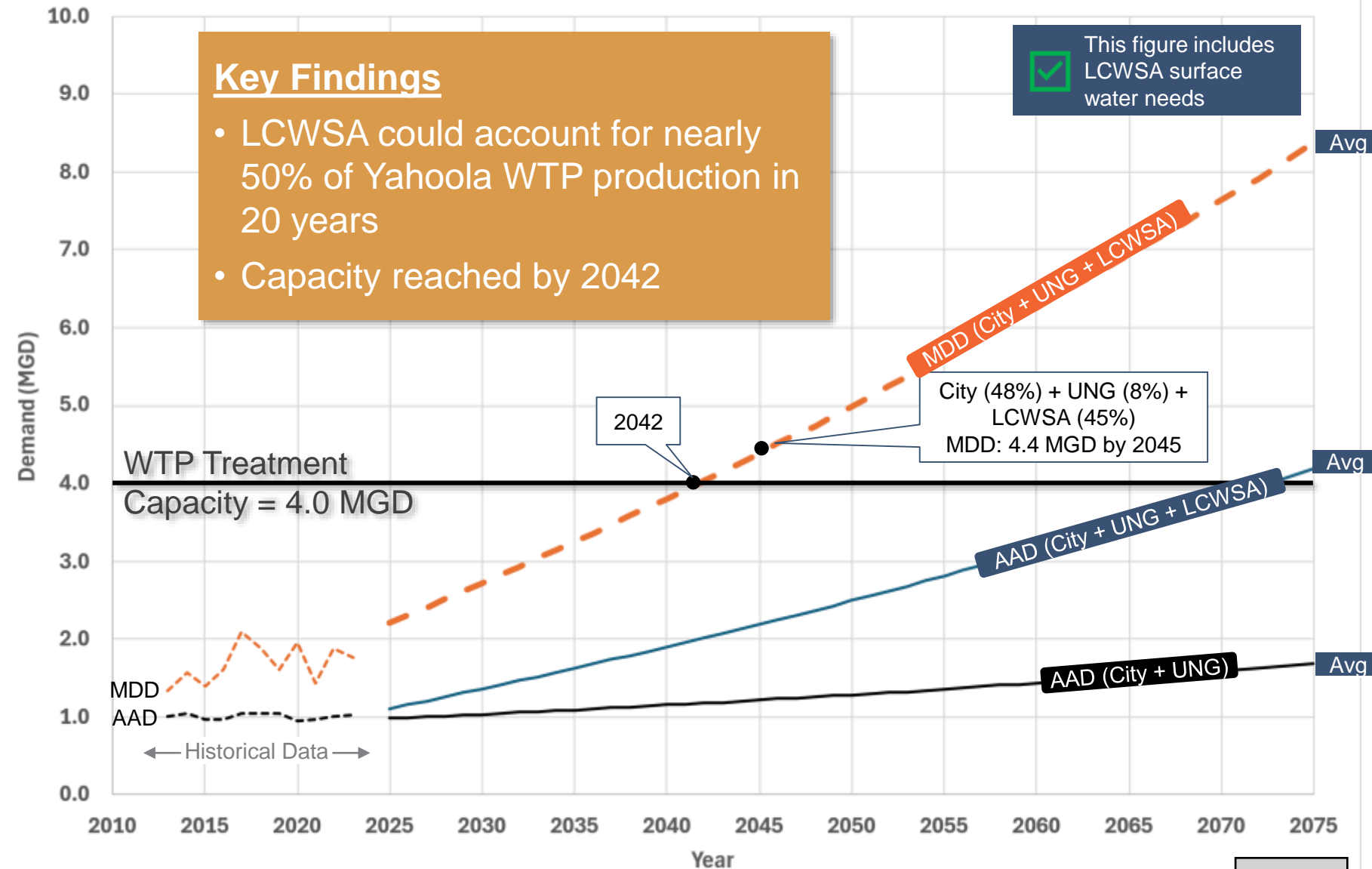
### Key Assumptions:

- Maximum Day peaking factor is assumed to be 2.0 times the Average Day Demand
  - Tourism contributes to this factor
- Peaking factor of 2.0 is also applied to LCWSA demands



Existing 4-MGD water plant was designed with provisions for future expansion.

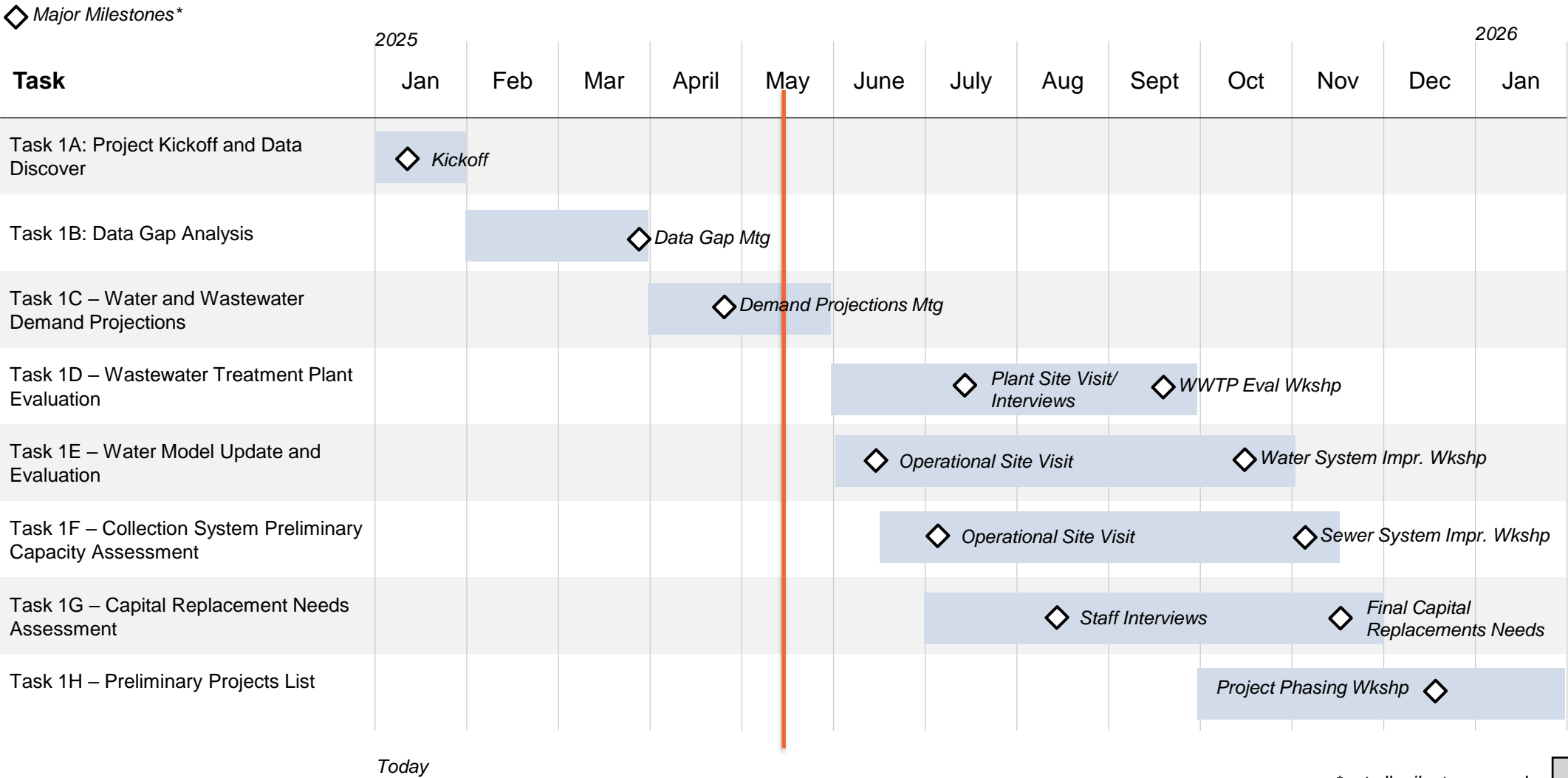
## City of Dahlonega Water and Wastewater Master Plan Update Demand Water Forecast





# Project Schedule & Key Milestones

## Phase 1 Schedule



\*not all milestone are shown - Page 61 -

# Questions



# Reference Slides



# A Smarter Approach to Master Planning

Designed to deliver more value—not just more tasks

## ☐ Parallel Tracks for Faster Progress

We are tackling water, sewer, WWTP, and asset condition in tandem—not one after the other—to save time, avoid rework, and catch system-wide issues early.

## ☒ Forecasts Built for Real Decisions

We used thousands of scenario trials to give you high, low, and middle demand curves—grounded in local trends, but ready for uncertainty.

## ☐ Targeted Data Fixes, Not Data Overload

We do not ask for everything. We find the key gaps that matter most for planning and build tools the City can reuse and update in the future.

## ☒ From Plan to Projects—With a Path to Funding

The result is not just a report. You will have clear project priorities, cost estimates, and a roadmap for phasing—ready to plug into budgets and grants.

## ☒ A Repeatable Framework, Built to Last

The methods, models, and tools we're using can be easily updated—so this plan stays useful as the City grows and conditions change.

***This is an investment in doing it right—once. And doing it smart—so it lasts.***

# Project Overview: Phased Approach

## Phase 1: Foundational Work and Immediate Needs

Foundational tasks required to begin the update and identify immediate system needs

Schedule: one year

## Phase 2: Remaining Evaluation and Master Plan Report

- ✓Task 2A – Water Treatment Plant Evaluation
- ✓Task 2B – Raw Water Supply Evaluation
- ✓Task 2C – Master Plan Report
- ✓Master Plan Report

## Optional Future Work

Guided by the Phase 1 & 2 findings  
Based on City's priorities and budget

# Data Gap Highlights

Area	Key missing pieces	Why it matters?	Quick-win action
GIS – Water & Sewer	Pipe diameters, materials, install dates, manhole elevations (esp. sewer)	Accurate modeling, drives break-rate, rehab scheduling, right-size solutions, fire-flow checks	Survey critical sewer trunk lines, continue prioritizing data collection for GIS
Asset Management	No master asset register for plants and pipes or inventory of vertical assets	Better maintenance, longer equipment life, targeted replacement	Create official asset inventory and incorporate into work order system
Lift Stations	Missing some pump curves, run-time logs, force-main links	Needed for hydraulic and condition assessment	Lift station condition assessment inspections
Break/Overflow History	Break/SSO log not tied to GIS asset ID	Target “worst-first” asset replacement	Digitize events and link to GIS IDs
Flow and Rainfall Monitoring	One-off sewer flow studies only; no continuous meters	Quantifies I/I, justifies targeted rehab vs. infrastructure upsizing	Install ~4 flow meters + ~2 rain gauges

These are all relatively low-cost tasks that could be done relatively quickly (6-12 months) to supplement the Master Plan in Phase 2.



# Validating LCWSA SW Forecast

Using LCWSA WW 2021 Forecast

ADF-mgd (WW flows)

- 2025 – 0.105 mgd
- 2030 – 0.415 mgd
- 2040 – 0.782 mgd
- For 2040: Assuming an 80% return ratio – 0.98 mgd for water demand
- Hazen forecast for **SW demand = 0.9 mgd at 2045** (reasonable given its likely LCWSA will continue to maximum GW withdrawals, they have about 0.1 mgd left in capacity)

Projected 2040 Wastewater Flows							
HWY 400 Area							
Land Use Category	Wastewater Flow Factor (gallon/day/acre)	Total Land Area (Acres)	% of Total Area with Potential for Development	Potential Development Area (Acres)	Percent Build Out (2040)	ADF-mgd	MMF-mgd
Retail/Commercial	650	153	65%	99	75%	0.048	0.061
Industrial	900	200	40%	80	80%	0.058	0.072
Mixed-Use	750	1010	65%	657	75%	0.369	0.462
Residential (Low Density - 1 DU/AC)	227	372	40%	149	80%	0.027	0.034
Sub-Total						0.502	0.628
Long Branch Area							
Land Use Category	Wastewater Flow Factor (gallon/day/acre)	Total Land Area (Acres)	% of Total Area with Potential for Development	Developable Land Area (Acres)	Percent Build Out (2040)	ADF-mgd	MMF-mgd
Retail/Commercial	650	566	40%	226	75%	0.110	0.138
Industrial	900	563	20%	113	80%	0.081	0.101
Mixed-Use	750	219	60%	131	75%	0.074	0.092
Residential (Low Density - 1 DU/AC)	227	263	30%	79	80%	0.014	0.018
Sub-Total						0.280	0.350
						ADF-mgd	MMF-mgd
						<b>TOTAL = 0.782</b>	<b>0.978</b>

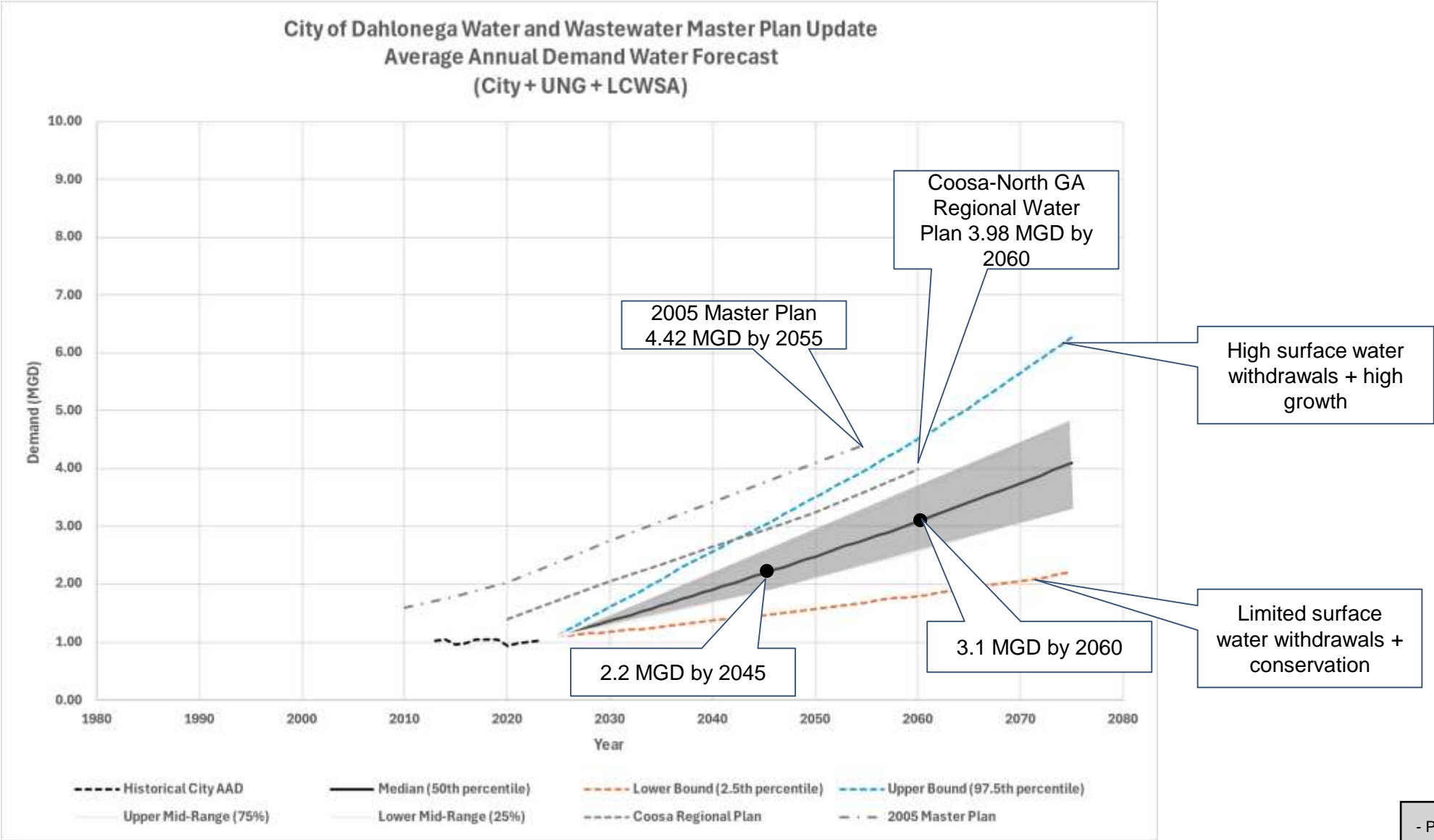
# Water Supply/Demand Forecast

- **Regional Water Plan forecasts:**
  - a small expansion in GW public supply.
  - A reduction in private GW self supply.
  - A significant increase in SW municipal public supply by 2060.
  - **Note: GPCPD is high at 176.**
- **Yahoola Creek SW Withdrawal Permit (5.7 MGD annual average):**
  - LCWSA Yahoola Creek Reservoir allocation (46% - 2.6 MGD)
  - City Yahoola Creek Reservoir allocation (54% - 3.1 MGD)

Trendline shown on next slide

County Summary: Lumpkin						
CODSA-NORTH GEORGIA   REGIONAL WATER PLAN						
Forecasts						
The tables summarize the total county forecasts. Water withdrawals are separated by sector and source type: groundwater (GW) or surface water (SW). Industrial facilities that receive water from municipal sources are included in the municipal public supply forecasts. Sectors without water demands within the county are excluded.						
Summary of Total County Water Demand by Source Type (AAD-MGD)						
County	Sector	2020	2030	2040	2050	2060
Lumpkin	GW Agricultural	0.25	0.25	0.25	0.25	0.25
	GW Municipal Public Supply	0.27	0.39	0.50	0.62	0.76
	GW Municipal Self-Supply	1.85	1.81	1.76	1.72	1.68
	Groundwater Total	2.36	2.45	2.52	2.59	2.69
	SW Agricultural	0.03	0.03	0.03	0.03	0.03
	SW Municipal Public Supply	1.39	2.05	2.64	3.24	3.98
	Surface Water Total	1.42	2.08	2.67	3.27	4.01
	<b>Total</b>	<b>3.78</b>	<b>4.53</b>	<b>5.19</b>	<b>5.86</b>	<b>6.70</b>
2020 Per Capita Water Demand Applied (gpcpd) <sup>1</sup> : 176						
<sup>1</sup> Weighted average per capita calculated using the available 2015-2018 Water Loss Audits. Per capita demand for forecast years beyond 2020 is reduced over time to reflect conservation.						

# Preliminary Water Usage Projections – All City + LCWSA Surface Water Average Annual Demands





# Recommended Peaking Factor for Water Demand Projections

Decision: adopt a **\*\*Maximum-Day / Average-Day (MDD/ADD) factor of \*\*2.0**

Georgia Minimum Standards for Public Water System

- a. Maximum Daily Demand expresses the greatest amount of water a system will use in one day. Small residential water systems may experience that their maximum day is 1.5 to 2 times the average day. In general, the smaller the water system, the greater the variation between the average and the maximum day.

Why 2.0?

- Matches regional guidance
  - Upper-bound value used in the 2023 Coosa-North Georgia Regional Water Plan
- Covers historic extremes
  - Highest recorded plant day  $\approx$  **1.88 MGD, or  $1.85 \times$  recent ADD (1.02 MGD) (in 2022)**
  - 2.0 gives ~10 % extra cushion for tourism spikes, drought, or equipment downtime
- Streamlines regulatory review
  - GA-EPD commonly sees 2.0 for small/medium mountain systems  $\rightarrow$  faster permit concurrence
- Minimal cost impact
  - Upsizing from 1.9 to 2.0 typically adds  $\leq 5\%$  to pipe/pump/storage costs while preventing under-sizing risk
- Future considerations?
  - If ratio stays  $<1.6$  for 3 years consider reducing factor to 1.8 in next master plan update.

Historical City Potable Water Production

Year	ADD (MGD)	MDD (MGD)	PF (MDD/ADD)
2018	1.05	1.86	1.77
2019	1.05	1.54	1.47
2020	NA	NA	NA
2021	0.98	1.41	1.43
2022	1.02	1.88	1.85
2023	1.03	1.76	1.70
2024	1.16	1.65	1.43



## Agreements and Contracts

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**DATE:** 5/5/2025  
**TITLE:** Georgia Indigent Defense Services Agreement  
**PRESENTED BY:** Doug Parks, City Attorney  
**PRIORITY** Strategic Priority - Communication

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### AGENDA ITEM DESCRIPTION

Georgia Indigent Defense Services Agreement

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### HISTORY/PAST ACTION

This item is the annual renewal of the public defender contractor.

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### FINANCIAL IMPACT

No change in compensation.

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### RECOMMENDATION

Recommendation is to approve.

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### SUGGESTED MOTIONS

Motion to approve.

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### ATTACHMENTS

Indigent Defense Contract.

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## GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, among the Circuit Public Defender Office of the Enotah Judicial Circuit (herein referred to as “the Public Defender Office”), the governing authority of Lumpkin County, a body politic and a subdivision of the State of Georgia (herein referred to as “the County”), and the City of Dahlonega, a body politic and a subdivision of the State of Georgia (herein referred to as “the City”). This agreement is effective July 1, 2025.

### WITNESSETH:

**WHEREAS**, the Public Defender Office, the County, and the City enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

**WHEREAS**, O.C.G.A. § 17-12-23 (d) provides as follows:

A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city, county ordinances or state laws. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable standards adopted by the council for representation of indigent persons in this state; and

**WHEREAS**, O.C.G.A. § 17-12-30 (c) (7) provides as follows:

The governing authority of any municipality within the judicial circuit may, with the approval of the circuit public defender, supplement the salary or fringe benefits of any state paid position appointed pursuant to this article; and

**WHEREAS**, O.C.G.A. § 17-12-35 provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

**WHEREAS**, O.C.G.A. § 36-32-1 (f) provides as follows:

Any municipal court operating within this state and having jurisdiction over the violation of municipal ordinances and over such other matters as are by specific or general law made subject to the jurisdiction of municipal courts shall not impose any punishment of confinement, probation, or other loss of liberty, or impose any fine, fee, or cost enforceable by confinement, probation, or other loss of liberty, as authorized by general law or municipal or county ordinance, unless the court provides to the accused the right to representation by a lawyer, and provides to those accused who are indigent the right to counsel at no cost to the accused. Such representation shall be subject to all applicable standards adopted by the Georgia Public Defender Council for representation of indigent persons in this state; and



**WHEREAS**, O.C.G.A. § 36-32-1 (g) provides as follows:

Any municipal court operating within this state that has jurisdiction over the violation of municipal or county ordinances or such other statutes as are by specific or general law made subject to the jurisdiction of municipal courts, and that holds committal hearings in regard to such alleged violations, must provide to the accused the right to representation by a lawyer, and must provide to those accused who are indigent the right to counsel at no cost to the accused. Such representation shall be subject to all applicable standards adopted by the Georgia Public Defender Council for representation of indigent persons in this state.

**WHEREAS**, O.C.G.A. § 36-2-1 (h) provides as follows:

Any municipality or municipal court may contract with the office of the circuit public defender of the judicial circuit in which such municipality is located as a means of complying with the municipality's or municipal court's legal obligation to provide defense counsel at no cost to indigent persons appearing before the court in relation to violations of municipal ordinances, county ordinances, or state laws.

**WHEREAS**, the City is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

**WHEREAS**, the County is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

**WHEREAS**, the Public Defender Office is existing under the laws of the State of Georgia and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

**WHEREAS**, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases in the courts operated by the City consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of services to the courts operated by the City;
- (2) The payment by the City for the services provided by the Public Defender Office; and
- (3) The provision for other matters necessary to carry out this agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

## **ARTICLE 1**

### **SERVICES AND PERSONNEL**

**Section 1.01 Services.** The Public Defender Office agrees to provide representation to indigent persons who are defendants in courts operated by the City and who are charged with the violation of a state law or municipal or county ordinance for which upon conviction there is a possibility that a sentence of imprisonment, probation, a suspended sentence of imprisonment, or other loss of liberty or any fine, fee, or cost enforceable by confinement, probation, or other loss of liberty may be imposed. The Public Defender Office also agrees to provide

representation to indigent persons in probation revocation hearings in the City Court of Dahlonega and the direct appeal from a decision in cases described above.

**Section 1.02 Conflict of Interest Cases.** The City agrees to provide legal representation by an attorney who is not an employee of the Public Defender Office in cases described in Section 1.01 in which the Public Defender Office has a conflict of interest.

**Section 1.03 Personnel and Payment.** The City agrees to pay the Public Defender Office \$10,000 for the services stated in Section 1.01 of this agreement. The County agrees to act as the fiscal agent for the Public Defender Office for this agreement. The City agrees to pay the above stated amount to the County for use by the Public Defender Office. The amount to be paid includes a 7% administrative services fee. Any additional personnel employed by the Public Defender Office pursuant to this agreement are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this agreement may be terminated by the Public Defender Office if the City does not pay for the cost of these personnel in advance in accordance with this agreement.

**Section 1.04 Compliance with Standards.** The Public Defender Office agrees to provide the representation described in this Article in a professional manner consistent with the standards adopted by the Georgia Public Defender Council. The Public Defender Office specifically agrees to provide services to the City in the courts covered by this agreement in a manner that will comply with the requirements of O.C.G.A. § 36-32-1.

**Section 1.05 Overload of cases.** In the event the Public Defender Office's caseload reaches a size that prevents the Public Defender Office from providing the representation described in this Article in a professional manner consistent with the standards adopted by the Georgia Public Defender Council, the Public Defender Office may give the City 30 calendar days written notice of its intent to suspend taking new cases pursuant to this Agreement. The provisions of Section 3.07 apply during the period of suspension. The Public Defender Office shall give the City 10 calendar days written notice of its intent to lift the suspension of taking new cases. At any time during the suspension of taking new cases up to and including the 5th calendar day after the City receives notice from the Public Defender Office of its intent to lift the suspension of the Agreement, the City may elect to terminate the Agreement by giving the Public Defender Office written notice of the termination; in which event the this Agreement shall immediately terminate subject to the provisions of Section 3.07.

## **ARTICLE 2 OPERATING EXPENSES**

**2.01 Operating Expenses.** The City agrees to pay its share of the costs of appropriate office supplies, utilities, telephone expenses, and materials as may be necessary to equip, maintain, and furnish the office or offices of the Circuit Public Defender.

## **ARTICLE 3 MISCELLANEOUS**

**Section 3.01 Term.** The term of this agreement is 12 months beginning July 1, 2025 and ending June 30, 2026.

**Section 3.02 Severability.** Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be in full force and effect. Any agreement of the parties to amend, modify,

eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

**Section 3.03 Cooperation, dispute resolution and jurisdiction. (a)** The Public Defender Office and the City acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

**(b)** Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

**(c)** This agreement, and the rights and obligations of the Parties, shall be governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The Parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The Parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the Parties agree to fully participate

**Section 3.04 Notice.** A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender Office of Enotah Judicial Circuit:

Penny Hunter  
1536 Highway 129 South  
Cleveland, GA 30528

Governing Authority of City of Dahlonega:

City Manager

\_\_\_\_\_  
Street

Dahlonega, GA 30533

Governing Authority of Lumpkin County

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_, GA \_\_\_\_\_  
City Zip code

Georgia Public Defender Council:

Omotayo Alli, Director  
270 Washington Street, Suite 6079  
Atlanta, GA 30334

**Section 3.05 Agreement modification.** This agreement, including all Attachments hereto, constitutes the entire agreement among the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 3.04 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the contract. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement.

**Section 3.06 Termination. (a) Due to non-availability of funds.** In the event that either of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from the governing authority of the City), is reduced during the term of this agreement, the Public Defender may make financial and other adjustments to this agreement and notify the City accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the reduction in city funds by the person designated in Section 3.04 to receive notices for the City is conclusive. The City shall promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 3.07. In lieu of terminating this Agreement, the City and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 3.05.

**(b) For cause.** This agreement may be terminated for cause, in whole or in part, at any time by either party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" shall mean a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection, the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the City no later than 30 days after the effective date of written notice of termination and the City shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 3.07. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this contract.

**(c) For Convenience.** This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

**Section 3.07 Cooperation in transition of services. (a) At the beginning of the agreement.** The City agrees upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients, if applicable. This includes but is not limited to the payment for the continuation of representation by current counsel where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office of the client records.



**(b) During or at the end of the agreement.** The Public Defender Office agrees upon suspension, termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the City to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by the Public Defender Office where appropriate or required by law, court rules, or the State Bar of Georgia ethical standards or the facilitation of the transfer to the City of the client records. The City agrees to compensate the Public Defender for all post-suspension, post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5<sup>th</sup> day of each month. The City shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the suspension, termination or expiration of this agreement.

**Section 3.08 Advance of Funds.** The parties agree that advances of funds cannot remain outstanding following agreement expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The Parties agree to reconcile expenditures against advances of funds within 30 calendar days of termination of this agreement.

**Section 3.09.** Time is of the essence

**IN WITNESS WHEREOF**, the parties have each here unto  
affixed their signatures the day and year first written above.

ATTEST:

**City of Dahlonega**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

ATTEST:

**Lumpkin County**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

ATTEST:

**Circuit Public Defender**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
Circuit Public  
Defender

ATTEST:

Consented to:

**Georgia Public Defender Council**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
Director

STATE OF GEORGIA     )

COUNTY OF LUMPKIN     )

**INTERGOVERNMENTAL AGREEMENT**

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2023 TRANSPORTATION SPECIAL  
PURPOSE LOCAL OPTION SALES TAX REFERENDUM**

**THIS INTERGOVERNMENTAL AGREEMENT** ("IGA" or "Agreement") is made and entered into this 20 of September, 2022 by and between **LUMPKIN COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "**Lumpkin County**" or "**County**"), and the **CITY OF DAHLONEGA**, (hereinafter referred to as the "**City**"), the sole municipal corporation of the State of Georgia with the County.

**WITNESSETH:**

**WHEREAS**, the parties to this Agreement consist of Lumpkin County and the City of Dahlonega; and

**WHEREAS**, Section 48-8-260, *et seq.* of Official Code of Georgia Annotated ("**O.C.G.A.**") (the "**Act**") authorizes the imposition of a single county one percent (1.0%) sales and use Transportation Special Purpose Local Option Sales tax (the "**TSPLOST**" or "**Tax**") for capital outlay projects in the special districts created pursuant to O.C.G.A. § 48-8-261(a) which correspond with the geographical boundaries of the counties of the State of Georgia; and

**WHEREAS**, O.C.G.A. § 48-8-261(b) authorizes the imposition of the TSPLOST to be used solely for transportation purposes, and O.C.G.A. § 48-8-262 authorizes the distribution of proceeds from the TSPLOST to the county governing authority and any qualified municipalities in accordance with an intergovernmental agreement entered into for such purpose; and

**WHEREAS**, the parties anticipate that Lumpkin County will approve and sign a Resolution authorizing the Board of Elections and Registration of Lumpkin County to call a Referendum on the issue of the imposition of a single county one percent (1.0%) sales and use TSPLOST to begin on April 1, 2023 and to conclude on March 31, 2028; and

**WHEREAS**, the parties desire to execute an Intergovernmental Agreement to control the distribution and use of TSPLOST proceeds received solely by Lumpkin County and the City of Dahlonega; and

**WHEREAS**, Article IX, Section III, Paragraph I of the Constitution of the State provides that, in pertinent part, any county, municipality or other political subdivision of the State may contract for any period not exceeding fifty years with each other or with any public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, for such activities, services or facilities which the county, municipality or public authority is authorized by law to undertake or provide; and

**WHEREAS**, in accordance with the Act, the parties anticipate that the Board of Commissioners of Lumpkin County, Georgia will approve and sign a Resolution (the "**Resolution**"), to impose, levy and collect a TSPLOST within the County conditioned upon the approval by a majority of the qualified voters residing within the County voting in a referendum thereon to be held on November 8, 2022, and said resolution shall be delivered to the Board of Elections of Lumpkin County, as election superintendent for the County, who shall issue a call for the referendum as described in said resolution; and

**WHEREAS**, the County and the City anticipate the issuance of general obligation debt may be necessary to fund some or all of the transportation projects, if approved by the voters; and

**WHEREAS**, for the purpose of the distribution of proceeds for the April 1, 2023 through March 31, 2028 TSPLOST, the Special District shall be known as the boundaries of Lumpkin County; and

**WHEREAS**, the City of Dahlonega is a qualified municipality and is eligible to receive distributions of the one percent (1.0%) TSPLOST Proceeds; and

**WHEREAS**, the parties hereto are interested in serving the needs of the residents of Lumpkin County by planning and performing transportation projects within the County and the City; and

**WHEREAS**, the parties intend that the transportation projects which are the subject of this Agreement shall benefit residents of Lumpkin County and the City; and

**WHEREAS**, the County and the City are committed to continue to work together to improve the County and City's transportation infrastructure; and

**WHEREAS**, the County and the City have identified transportation needs that are important to the current and future well-being of their residents and have determined that proceeds from the TSPLOST should be used to address a portion of these needs.

**NOW THEREFORE**, for and in consideration of the foregoing and in consideration of the mutual promises and understandings herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

## **SECTION 1. EFFECTIVE DATE AND TERM OF THE TAX**

This Intergovernmental Agreement is conditioned upon a Referendum to be approved by a majority of the voters of Lumpkin County to impose a one percent (1.0%) TSPLOST, which shall commence on April 1, 2023, and continue to, through and including March 31, 2028.

## **SECTION 2. ADMINISTRATION EXPENSES**

Pursuant to O.C.G.A. § 48-8-267, one percent (1.0%) of the amount of TSPLOST proceeds collected beginning April 1, 2023, shall be paid into the General Fund of the State of Georgia ("State") treasury in order to defray the costs of administration of the Georgia Department of Revenue. The remaining ninety-nine percent (99%) of the amount collected from the TSPLOST



Tax proceeds (hereinafter known as the "net proceeds") beginning April 1, 2023 and ending March 31, 2028, shall be distributed by the State of Georgia to the County, and shall be allocated to each jurisdiction based on the percentages shown in the table below in Section 3.

### **SECTION 3. DISTRIBUTION OF NET PROCEEDS**

#### **DISTRIBUTION PERCENTAGES**

LUMPKIN COUNTY	81.00%
CITY OF DAHLONEGA	19.00%
<b>TOTAL</b>	<b>100.00%</b>

- (A) To facilitate the distribution of net proceeds, the parties agree that the sum of Twenty Million and 00/100 Dollars (\$20,000,000.00) shall represent an estimate of the maximum net proceeds to be derived from the subject TSPLOST during its five year term.
- (B) The parties agree that the aggregate total distribution received by the City shall amount to nineteen percent (19.0%) of the net proceeds distributed by the State, with the remaining eighty-one percent (81.0%) of the net proceeds distributed by the State to be received by the County.
- (C) The County and the City anticipate the issuance of general obligation debt of the County (the "Debt") for the purpose of funding (a) a portion of the County projects, (b) the joint County and City project (the "Joint Project") described on Exhibit A, (c) capitalized interest on the Debt and (d) the costs of issuing the Debt. The parties agree that their TSPLOST proceeds shall be applied to their pro-rata share of the Debt as more fully provided below. The cost of the Joint Project will be shared by the City and the County on the same pro-rata basis that they are sharing TSPLOST proceeds. The scope and budget of the Joint Project shall be subject to the approval of the parties hereto.

### **SECTION 4. DEFINITION OF AUTHORIZED TRANSPORTATION PURPOSES**

In recognition of the need for transportation improvements across the County and the City, the parties agree that the total net proceeds shall be utilized for transportation purposes, as defined in O.C.G.A. § 48-8-260 and § 48-8-121.

### **SECTION 5. PROJECTS**

- (A) The projects and purposes ("Transportation Projects and Purposes") to be funded from the net proceeds of the TSPLOST pursuant to this Agreement and the estimated dollar amounts allocated for each transportation purpose are contained in Exhibit "A" which is attached hereto and incorporated herein by this reference and made a part of this agreement. The parties acknowledge and agree that 30% of the estimate revenues are being expended on projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. § 32-2-22.

- (B) All Transportation Projects included in this Agreement shall be funded in whole or in part from net proceeds from the TSPLOST authorized by law except as otherwise agreed in writing by the parties.
- (C) No part of the net proceeds from the tax received in any year shall be used for such other purposes until all debt service requirements of the general obligation debt for that year have first been satisfied from the account in which the proceeds of the tax are placed. Notwithstanding the foregoing, the City's share of the TSPLOST proceeds shall only be applied to pay the City's pro-rata share of the debt service on the Debt, and the County's share of the TSPLOST proceeds shall only be applied to pay the County's pro-rata share of the debt service on the Debt.

## **SECTION 6. EFFECTIVE DATE AND TERM OF THIS AGREEMENT**

- (A) This Agreement shall become effective on the date of its execution by all parties. If the November 8, 2022 Referendum concerning the imposition of the TSPLOST is not approved by a majority of the voters of Lumpkin County, this Agreement shall expire and shall be of no force and effect after November 8, 2022.
- (B) Except as otherwise provided herein, the TSPLOST which is the subject of the November 8, 2022 Referendum shall continue for a period of five years from April 1, 2023, until March 31, 2028 unless otherwise terminated earlier pursuant to applicable Georgia law.

## **SECTION 7. EXPENSES**

The County shall administer the TSPLOST Fund to effectuate the terms of this Agreement and shall be responsible for the cost of holding the TSPLOST election. The County shall be reimbursed for the costs of the election from the County's pro-rata share of the proceeds deposited in the County's TSPLOST Fund.

## **SECTION 8. THE DEBT.**

The ballot shall contain the language required by the Act for the authorization of the Debt. The County shall issue the Debt for the Joint Project. The County may, but shall not be required, to issue the Debt for the County Projects. Upon request by the City, the County will provide the City the estimated issuance costs and estimated debt service regarding the Debt.

Each party benefiting from the issuance of Debt is referred to herein as a "Borrowing Entity." Each Borrowing Entity acknowledges that it is responsible for the payment of its pro-rata share of (i) the debt service on the Debt, (ii) the costs of issuance and (iii) arbitrage rebate. If the City is a Borrowing Entity, it authorizes the County to apply its share of the TSPLOST proceeds to pay its pro-rata share of the debt service on the Debt.

The Debt shall be paid first from a Borrowing Entity's share of the TSPLOST proceeds. In the event that there are insufficient TSPLOST proceeds to pay the Debt, each Borrowing Entity shall pay its share of any shortfall (the "Debt Service Payments") from its general fund. Each Borrowing Entity covenants that, in order to make the Debt Service Payments

when due from its general fund to the extent required, it will exercise its power of taxation to the extent necessary to timely pay any amounts required to be paid hereunder, and it will make available and use for such payments all taxes levied and collected for that purpose together with funds received from any other source. Each Borrowing Entity further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to timely satisfy such Debt Service Payments that may be required to be made from the general fund, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the Borrowing Entity to make any payments that may be required to be made from its general fund shall constitute a general obligation of the Borrowing Entity and a pledge of the full faith and credit of the Borrowing Entity.

In the event for any reason any such provision or appropriation is not made as provided in the preceding paragraph, then the fiscal officers of the Borrowing Entity are hereby authorized and directed to set up as an appropriation on the accounts in the appropriate fiscal year the amounts required to timely pay the obligations which may be due from the general fund. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrowing Entity had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrowing Entity shall immediately make such Debt Service Payments to the paying agent for the Debt if for any reason the payment of such obligations shall not otherwise have been timely made.

The obligations of the Borrowing Entity to make the Debt Service Payments and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional. Until such time as the principal of and interest on the Debt shall have been paid in full or provision for the payment thereof shall have been made, the Borrowing Entity (a) will not suspend or discontinue any payments provided for herein, (b) will perform and observe all of its other agreements contained in this Agreement, and (c) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, failure to complete any project, a defect in any project or any failure of the other party to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement.

The County shall be responsible for all aspects of the Debt issuance process. The County will select the underwriter, bond counsel, etc. (collectively, the "Debt Professionals"). When Debt is issued for the Joint Project, the County will keep the City informed of the progression of the Debt issuance. The City shall cooperate with the Debt issuance process.

If the Debt only funds the Joint Project, excess Debt proceeds shall be applied to debt service. If the Debt funds the Joint Project and a County Project, (a) 81% of the excess Debt proceeds allocable to the Joint Project shall be returned to the County and 19% shall be returned to the City and (b) all of the excess Debt proceeds allocable to a County Project shall be returned to the County.

## **SECTION 9. COUNTY TSPLOST FUND; SEPARATE ACCOUNTS; NO COMMINGLING**

The net proceeds from the TSPLOST shall be maintained in the parties' separate accounts and utilized exclusively for the purposes specified in this Agreement. The parties acknowledge that TSPLOST proceeds are not guaranteed. Proceeds received under the amount estimated in the Referendum question shall be allocated in accordance with the percentages set forth in this Agreement and shall be used on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

- (A) A special fund or account shall be created by the County and designated as the 2023 Lumpkin County Transportation Special Purpose Local Option Sales Tax Fund ("TSPLOST Fund"). The County shall select a local bank which shall act as a depository and custodian of the TSPLOST Fund upon such terms and conditions as may be acceptable to the County.
- (B) The City shall create a special fund to be designated as the 2023 Transportation Special Purpose Local Option Sales Tax Fund ("TSPLOST Fund"). The City shall select a local bank which shall act as a depository and custodian of the TSPLOST proceeds received by the City upon such terms and conditions as may be acceptable to the City.
- (C) All TSPLOST proceeds shall be maintained by the County and the City in the separate accounts or funds established pursuant to this Section. Except as provided in Section 14, TSPLOST proceeds shall not be commingled with other funds of the County or the City and shall be used exclusively for the purposes detailed in this Agreement. No funds other than TSPLOST proceeds shall be placed in such funds or accounts.

## **SECTION 10. ALLOCATION OF EXCESS FUNDS**

Any net proceeds over and above the amount estimated in Section 3(A) of this Agreement during the quarter during which this amount is reached shall be allocated in accordance with the percentages set forth in this Agreement and shall be used solely for the transportation purposes listed herein. Each party shall expend its portion of the excess net proceeds from the 2023 TSPLOST Program on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

## **SECTION 11. AUDITS**

At the end of each party's fiscal year wherein net proceeds from the TSPLOST are distributed, each party shall cause an audit of the distribution and use of its portion of the net proceeds from the TSPLOST to be completed. Each party to this Agreement shall pay the cost of each such annual audit that it conducts. Each party shall publish each of its annual audits as required by law.

## **SECTION 12. COMPLETION OF PROJECTS**

Any TSPLOST proceeds held by a County or City at the end of the five year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-269.5.



### **SECTION 13. PUBLICATION OF PROJECTS**

Pursuant to O.C.G.A. § 48-8-269.6, not later than December 31 of each year, the County and the City, shall publish annually, in a newspaper of general circulation in the boundaries of the County and the City and in a prominent location on the City's and the County's website, a simple, nontechnical report which shows for each purpose in the resolution calling for the imposition of the tax the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years, and amounts expended in the current year. The report shall also include a statement of what corrective action the county or qualified municipality intends to implement with respect to each purpose which is underfunded or behind schedule and a statement of any surplus funds which have not been expended for a purpose.

### **SECTION 14. PROCEDURE FOR DISBURSEMENT OF TSPLOST PROCEEDS**

- (A) Upon receipt by the County of TSPLOST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the TSPLOST Fund. Within the TSPLOST Fund, the County shall create or cause to be created three subaccounts: the "Debt Service Account," the "County Account" and the "City Account." TSPLOST proceeds that will be used to pay debt service on the Debt shall be deposited into the Debt Service Account; TSPLOST proceeds that will be used to fund County projects not funded with Debt shall be deposited into the County Account; and TSPLOST Proceeds that will be used to fund City projects shall be deposited into the City Account. Amounts on deposit in the City Account shall be disbursed by the County to the City once each month within 10 days of the County's receipt thereof. Each disbursement shall be made by check unless the City provides written wire transfer instructions to the County and pays all costs associated with such wire transfer. The City shall create and maintain a separate account for the receipt and disbursement of the TSPLOST proceeds in accordance with Section 8 of this Agreement.
- (B) If Debt is issued, the County shall establish a 12 month period as the "Sinking Fund Year" for the Debt. Within each Sinking Fund Year, the TSPLOST proceeds of each Borrowing Entity shall be deposited into the Debt Service Account until there is an amount therein sufficient to pay that Borrowing Entity's pro-rata share of the debt service coming due on the Debt for such Sinking Fund Year. After a Borrowing Entity has funded its pro-rata share of the debt service coming due on the Debt for the Sinking Fund Year, the remaining TSPLOST proceeds of that Borrowing Entity shall be deposited into the County Account or the City Account, as appropriate.
- (C) Should the City cease to exist as a legal entity before all funds are distributed under this Agreement, the City's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct City part of another successor municipality. If such an act is passed, the defunct City's share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.

### **SECTION 15. ENTIRE AGREEMENT**

This Agreement, including any attachments or exhibits, constitutes all of the understanding and agreements of whatsoever nature or kind existing between the Parties with respect to distribution and use of the proceeds from the TSPLOST.

## **SECTION 16. AMENDMENTS**

This Agreement shall not be amended or modified except by agreement in writing executed by all Parties hereto.

## **SECTION 17. GOVERNING LAW**

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.

## **SECTION 18. SEVERABILITY**

It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

## **SECTION 19. COMPLIANCE WITH THE LAW**

Each party to this Agreement shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

## **SECTION 20. NO CONSENT TO BREACH**

No consent or waiver, express or implied, by any party to this Agreement to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

## **SECTION 21. NOTICES**

All notices, consents, waivers, directions, requests, or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

## **SECTION 22. COUNTERPARTS**

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

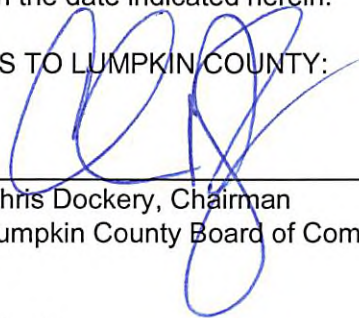
## **SECTION 23. MEDIATION**

The County and the City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

[EXECUTION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the County and the City, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

AS TO LUMPKIN COUNTY:

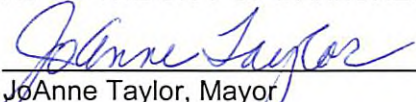
  
Chris Dockery, Chairman  
Lumpkin County Board of Commissioners

Attest:

  
Melissa Z. Witcher  
Clerk, Lumpkin County



AS TO THE CITY OF DAHLONEGA:

  
JoAnne Taylor, Mayor  
City of Dahlonega

Attest:

  
Mary Csukas  
Dahlonega City Clerk



**EXHIBIT "A"**

**2023 LUMPKIN COUNTY TSPLOST PROJECT LIST  
2023 TSPLOST REVENUE ESTIMATE - \$20,000,000**

	County/Municipality	Cost Estimate
<b>Joint – Lumpkin County &amp; City of Dahlonega</b>		
Auraria Road/Dawsonville Highway/Torrington Drive Intersection Improvements	Lumpkin County and City of Dahlonega	\$5,000,000
<b>Lumpkin County</b>		
Roads and Bridges – Paving, Striping, Maintenance, Construction & Improvements	Lumpkin County	
Road Maintenance Equipment	Lumpkin County	
<b>TOTAL FUNDS TO LUMPKIN COUNTY</b>		<b>\$12,150,000</b>
<b>City of Dahlonega</b>		
Roads and Bridges Construction & Improvements	City of Dahlonega	
Sidewalks Construction & Improvements	City of Dahlonega	
Bicycle Paths Construction & Improvements	City of Dahlonega	
<b>TOTAL FUNDS TO CITY OF DAHLONEGA</b>		<b>\$2,850,000</b>
<b>PROGRAM TOTAL</b>		<b>\$20,000,000</b>





## CITY OF DAHLONEGA BUDGET CALENDAR

### FISCAL YEAR 2026

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- March 25      Budget Preparation Begins**  
Provide capital budget request forms and budget calendar to management
- March 25      Budget Entry Opened on BS&A Software**  
Operational budget requests will be submitted electronically using BS&A financial software – individualized training provided as-needed
- May 30      Capital Budget Requests Due**  
Completed capital budget request forms are due to the finance department
- May 30      Operational Budget Requests Due**  
Department operational budgets should be finalized in BS&A financial software
- June 2-6      City Manager Budget Request Review**  
City Manager Budget Meetings with Department Directors
- June – July      Budget Development by Finance Department**  
Prepare personal service budget projections and revenue projections  
Prepare draft budget document
- June 16      City Manager's Budget in Draft Form (WORK SESSION)**  
Draft City Manager's Budget
- June 30-July 2      Council Budget Workshops**  
Council will review the City Manager's Budget
- July 7      Present City Manager's Proposed Budget (MEETING)**  
Present proposed budget at City Council Work Session; place a copy of the Proposed Budget in City Hall and on the City's website for public review
- August 4      Public Hearing on Proposed Budget**  
Public Hearing at Council Meeting (OCGA 36-81-5)
- August 18      Adoption of Budget Resolution; Establish Millage Rates; Adoption of Rates and Fees; Approval of Budget Contracts (SPECIAL CALLED MTG AFTER WORK SESSION)**
- October 1      Fiscal Year Begins**



# City Council Agenda Memo

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**DATE:** 5/6/2025  
**TITLE:** Outdoor Dining Permit Discussion  
**PRESENTED BY:** Allison Martin, City Manager  
**PRIORITY** Strategic Priority - Effectively Manage Growth

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## AGENDA ITEM DESCRIPTION

Outdoor Dining Permit Discussion

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## HISTORY/PAST ACTION

Dahlongega has permitted outdoor dining since 2004. The ordinance has been amended twice in 2017 and 2019. Council asked for a briefing on this item based on recent complaints. An executive summary is provided along with a copy of the ordinance for reference.

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## FINANCIAL IMPACT

n/a

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## RECOMMENDATION

It is the recommendation of staff to make no changes to this ordinance.

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## SUGGESTED MOTIONS

n/a

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## ATTACHMENTS

Executive Summary and Ordinance

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## **Executive Summary**

The City of Dahlonega's Code of Ordinances, Chapter 8 – Businesses, Article III. – Sidewalk Food Sales was created in 2004 and amended in 2017 and 2019. A copy of the Ordinance is provided as a separate document for reference.

Overview:

- Applies to B2, B3, and CBD;
- Seeks to reduce dangers in public rights-of-ways, address ADA minimum width, maintain ingress and egress to buildings for public, essential services, and public safety personnel;
- Insurance provision for those who seek to permit to use public property/right-of-way;
- Sets a permit which applies to private property within the named districts subject to compliance with the regulations except as noted in the Ordinance;
- Regulates furniture condition, sanitation, trash container, placement, and removal;
- \$50 annual fee; and,
- Covers alcohol sales in areas outside the main structure to include private property dining areas which have a barrier requirement.

## **Historical Information**

Since 2004, the City of Dahlonega has permitted outside dining via Ordinance. During the global pandemic, standards were relaxed to help local businesses in their efforts to serve the public and withstand the economic impacts of federal and state distancing mandates. With the re-establishment of code enforcement activities and new business activity, there have been several complaints regarding certain parameters in the existing Ordinance, especially as they relate to businesses outside the downtown area and on private property.

## **Environmental Health**

The outdoor dining regulations set forth by public health are not detailed. Environmental Health's main concerns seem to center around whether pets are allowed in outdoor seating areas. They, like the City's Ordinance, require the area and furniture to be clean and in good repair. Public Health guidelines require a trash can wherever trash is generated. The City's requirement is related to public areas and use of a covered trash can.

## **Financial Analysis**

The amount of Outdoor Dining Permits is not a major source of revenue for the City of Dahlonega. Some restaurant owners report they operate on a slim margin and do not feel they should permit this activity separately especially if they fall outside areas of great pedestrian traffic. Others argue that if they are not in the downtown area, there should be no additional permitting for their activities.

**Conclusions**

Staff does not find this Ordinance to be overly burdensome, nor is it so closely aligned with Public Health's regulations that there is a gross amount of overlap. In fact, for businesses who serve alcohol on private property, this Ordinance helps to ensure they meet the standards contained in other City Codes related to alcohol consumption on premises by establishing boundary requirements when associated with outdoor dining spaces. While this is a separate Ordinance, the permitting processes could be combined with the annual Occupational Tax procedures for both new applications and renewals. Staff time is required to review the applications and inspect the premises for compliance, which justifies the fee associated with this Ordinance.



### ***ARTICLE III. SIDEWALK FOOD SALES***

#### **Sec. 8-75. Intent and purpose.**

The city council finds and declares that:

- (1) The uncontrolled placement and maintenance of restaurant tables and chairs in public rights-of-way and in access ways to buildings presents an inconvenience and danger to the safety and welfare of persons using such rights-of-way; including pedestrians, persons entering and leaving vehicles and buildings, and persons performing essential utility, traffic control and emergency services.
- (2) Restaurant tables and chairs so located as to cause an inconvenience or danger to persons using public rights-of-way constitutes public nuisances.
- (3) It is a matter of public necessity that the city protect persons on its public streets, sidewalks, transportation facilities and other public rights-of-way from any dangerous condition created by sidewalk dining facilities.

(Ord. No. 2004-4, 9-16-2004)

#### **Sec. 8-76. Permit.**

An application generated by the office of the planning director shall be provided to any owner of a licensed restaurant within the highway business district (B2), the historic business district (B3) and the central business district (CBD) who desires to implement outdoor dining and seeks to utilize public sidewalk rights-of-way for restaurant sales. Outdoor dining on private property within these districts is also allowed subject to compliance with these regulations except as noted herein.

(Ord. No. 2004-4, § 1, 9-16-2004; Ord. No. 2004-4, Amend. 1, 4-3-2017)

#### **Sec. 8-77. Fee.**

There shall be an annual permit fee in the amount established by the city.

(Ord. No. 2004-4, § 2, 9-16-2004)

#### **Sec. 8-78. Criteria for granting of the permit.**

In reviewing the application, the city manager or his designee must ascertain that the following criteria are satisfied prior to granting of the permit:

- (1) Arrangement. A drawing of the proposed sidewalk utilization identifying placement of all tables, chairs and any other item to be placed on the sidewalk must accompany the application if the permit application is to be reviewed for compliance. Said drawing shall be identified as the arrangement (hereinafter "arrangement") of tables and chairs.
- (2) The city manager or his designee shall review the proposed arrangement of tables and chairs within the area to determine whether the arrangement allows for pedestrian, vendor and handicapped access

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consistent with the width of the sidewalk and the relationship of the sidewalk to streets, crosswalks, parking and access to adjacent businesses. However, at a minimum, the arrangement shall demonstrate that at least five feet of unobstructed space is set aside on the sidewalk between the arrangement and the curb or nearest obstacle. Signs are not allowed in the outside table service area, except as necessary to satisfy the alcohol restrictions set forth in other city regulations. Further, a divider may be erected to separate the sidewalk café from the remaining sidewalk area by a removable divider constructed of a sturdy material with a self-supporting base, or other such materials deemed safe to the appropriate location. Barrier railing may be constructed out of a nylon material, or other materials deemed safe to the appropriate location and design. The divider shall be not less than three feet nor more than four feet in height. The entirety of the arrangement shall be enclosed within this divider. On private property, these regulations shall be applicable as to the divider requirement only.

- (3) The applicant must acknowledge by signature his awareness that food and alcoholic beverages may be sold outdoors only under the provisions of the permit granted under this article, and only within the arrangement as defined and under the following conditions:
  - a. Sales shall occur only within an area of the zoned premises approved by the city manager or his designee and that limits access to the outdoor dining area.
  - b. Approved signage must be displayed within said area to advise patrons that alcoholic beverages cannot be removed from the outdoor dining area under any circumstances.
  - c. Any alcohol sold by the permittee cannot be served in bottles, cans, plastic cups, or any other disposable containers, but only in approved glass containers.
- (4) Area. The area in which sidewalk dining is authorized shall abut the outside front wall of the restaurant to which it is an extension and shall not extend parallel in either direction beyond the outside front wall of the restaurant. This regulation is not applicable as to private property.

(Ord. No. 2004-4, § 3, 9-16-2004; Ord. No. 2019-04, 1-10-2019)

## **Sec. 8-79. Regulations.**

The use of the space by the permittee must conform to the arrangement which was approved as part of the application process.

- (1) All tables and furniture shall be kept in a good state of repair and maintained in a clean, safe, and sanitary condition and in accordance with county health department regulations.
- (2) A covered trash container of at least 32-gallon capacity, containing a disposable plastic liner or bag, shall be provided within each sidewalk cafe area and shall be emptied and washed as often as necessary to prevent overflow or other unsanitary conditions. It shall be the responsibility of the permittee to maintain such area, including sidewalks, and all equipment and furnishings in such conditions so as to be clean, sanitary and safe at all times.
- (3) All components of the arrangement shall be placed indoors at the close of the business day or 10:00 p.m., whichever is earlier every day (i.e. leaving the outside space free of any furnishings whatsoever).
- (4) No music, recorded or live, or other amplified sound shall be allowed within the area of the arrangement, and umbrellas, when used, shall have canopies which extend to at least the same diameter as the tables served by the umbrellas, and shall be anchored with a weighted base. No text, graphics, or logos shall be allowed on the umbrellas or tables, and all umbrellas must be matching in color and size. The umbrella can be of any one of the following colors: black, white, dark green, dark blue, beige, dark red, or maroon and must be approved by the city manager or his designee. The umbrella panels may alternate colors so long as no more than two colors are used alternating on the

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umbrella panels; however, the umbrellas used throughout the arrangement must be identical in size and colors chosen.

- (5) The city may suspend or modify the permits granted under this article at any time, including, but not limited to, the time in which the city may grant permits to special events. The city manager, upon petition of the planning director, shall have the authority to require any sidewalk café operating under permit issued pursuant to this article to suspend operation and clear such area, or to move or modify the location or operation of the sidewalk cafe and to set the required time period for compliance with the order of the city manager.

(Ord. No. 2004-4, § 4, 9-16-2004)

### **Sec. 8-80. Indemnification of the city.**

- (a) As a condition of issuance, the approved applicant and any person acting under or pursuant to said approval, agrees to indemnify, hold harmless, release and defend (even if the allegations are false, fraudulent, or groundless) to the maximum extent allowed by law, the city manager, planning director, the city, the city council, and each member thereof, and its officers, employees, advisory board members and representatives, from and against any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, arise out of, or are claimed to result from or to arise out of any acts, negligence, errors, or omissions of an approved applicant, its employees, representatives, contractors, subcontractors, or agents by reason of or arising out of, or in any manner connected with, any and all acts, operations, privileges authorized, allowed or undertaken pursuant to the use approval under this article, including, without limitation, any condition or property used in operations.
- (b) This agreement of indemnity includes, but is not limited to, personal injury (including death at any time) and property or other damage sustained by any person (including, but not limited to, companies, corporations, the approved applicant and its employees or agents, and members of the general public).
- (c) As a further condition of issuance of the approval, the approved applicant covenants not to sue the city manager or his designee, the city, the city council and each member thereof, and its employees, agents and representatives and shall cause its insurers to waive subrogation against the same with respect to any action, claim or demand in any way resulting from or connected with any or all undertakings and operations conducted pursuant to the use approval.

(Ord. No. 2004-4, § 5, 9-16-2004)

### **Sec. 8-81. Liability insurance.**

The approved applicant shall be required to have general liability insurance providing for the following limits naming the city as an additional insured in the following minimum amounts: \$500,000 per person; and \$1,000,000 per occurrence, with an additional \$1,000,000 umbrella coverage. This regulation is not applicable as to private property.

(Ord. No. 2004-4, § 6, 9-16-2004)

### **Sec. 8-82. Penalties for violation.**

Any violation of this article shall be punished by a fine up to \$500.00 for each offense via citation to municipal court. Each day in which a violation continues shall constitute a separate offense.

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(Ord. No. 2004-4, § 7, 9-16-2004)

**Secs. 8-83—8-99. Reserved.**