



CITY OF DAHLONEGA

City Council Meeting Agenda

June 02, 2025, 6:00 PM

Gary McCullough Chambers, Dahlonega City Hall

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

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

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

CALL TO ORDER

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

APPROVAL OF AGENDA

APPROVAL OF CONSENT AGENDA

1. Georgia Indigent Defense Services Agreement
Doug Parks, City Attorney
Strategic Priority - Communication

PUBLIC COMMENTS - PLEASE LIMIT TO FOUR MINUTES PER SPEAKER

APPROVAL OF MINUTES

- a. Regular Meeting of May 5, 2025
Rhonda Hansard, City Clerk
- b. Public Hearing of May 19, 2025
Rhonda Hansard, City Clerk
- c. Work Session of May 19, 2025
Rhonda Hansard, City Clerk

APPOINTMENTS, PROCLAMATIONS, AND RECOGNITIONS

ANNOUNCEMENTS

CITY REPORTS

1. Finance Report - April 2025
Allison Martin, City Manager
2. Tourism Q1 2025 Review
Sam McDuffie, Executive Director DLCCVB

ORDINANCES AND RESOLUTIONS

CONTRACTS AND AGREEMENTS

OTHER ITEMS

- [3.](#) Rural Zone Designation
Allison Martin, City Manager
Strategic Priority - Communication
- [4.](#) TSPLOST Joint Project
Allison Martin, City Manager
Strategic Priority - Infrastructure
- [5.](#) 2025 Annual Business Meeting of the Georgia Municipal Association (GMA) Voting
Delegate
JoAnne Taylor, Mayor

COMMENTS - PLEASE LIMIT TO THREE MINUTES PER SPEAKER

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

ADJOURNMENT

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!



Agreements and Contracts

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

AGENDA ITEM DESCRIPTION

Georgia Indigent Defense Services Agreement

HISTORY/PAST ACTION

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

FINANCIAL IMPACT

No change in compensation.

RECOMMENDATION

Recommendation is to approve.

SUGGESTED MOTIONS

Motion to approve.

ATTACHMENTS

Indigent Defense Contract.



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 5th 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



CITY OF DAHLONEGA

City Council Public Hearing Minutes

May 19, 2025, 4:00 PM

Gary McCullough Chambers, Dahlonega City Hall

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CALL TO ORDER

Mayor Taylor called the Public Hearing to order at 4:00 p.m. with all members of the Council present.

APPROVAL OF AGENDA

There was a motion by Councilman Gaddis and a second by Councilman Shirley to approve the Agenda as presented.

Motion carried unanimously.

PUBLIC HEARING

1. Ordinance 2025-4
Doug Parks, City Attorney

Allison Martin, City Manager, addressed and provided a presentation to the Council. Manager Martin confirmed that it was the City's goal with the proposed changes for the public to get input more quickly, earlier on in the planning-phase of the project.

Doug Parks, City Attorney, declared the Public Hearing open.

Speaking in favor:

None

Speaking in opposition:

Mary Lasris
Bryan Garis
Bill Rath
Janet Barger
Bryan Sorohan
Noah Steinberg
Kirk Bradley
Gail Dowsett
Michael Feagin

Robert Conaway
Steve Alexander
James Spivey
Tom Gordineer
Ryan Puckett
Skye Macintyre
Tom Lloyd

Attorney Parks declared the Public Hearing closed.

The Council held a discussion that included some members expressing their concern with the proposed Ordinance, conveying they felt that there should have been additional communication between staff and the Council.

Allison Martin, City Manager, addressed the Council and confirmed that there will be no change to the Public Hearing component if the proposed Ordinance is adopted (will continue to hold two Public Hearings). Further, Manager Martin stated that one of the hurdles with today's process is that an application has thirty to forty-five days to be heard once the advertising process begins. Should the Ordinance be adopted, the developer/applicant will be allowed to hold pre-meetings prior to the advertising/tracking phase providing more time for discovery and public input.

Mayor Taylor thanked citizens for attending the Public Hearing and advised that today's Meeting is the start of a bigger process. The Mayor confirmed that there will continue to be at least two Public Hearings whether the Ordinance is or is not adopted and, if adopted, will give citizens an advantage of providing earlier input and the opportunity to be more involved in the up-front process.

No Council action was taken.

ADJOURNMENT

There was a motion by Councilman Reagin and a second by Councilman Brown to adjourn the Public Hearing.

Motion carried unanimously, and the Public Hearing was adjourned at 5:06 p.m.

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CITY OF DAHLONEGA

City Council Work Session Minutes

May 19, 2025, 4:00 PM

Gary McCullough Council Chambers, Dahlonega City Hall

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CALL TO ORDER

Mayor Taylor called the Work Session to order at 5:11 p.m. with all members of the Council present.

APPROVAL OF AGENDA

There was a motion by Councilman Ariemma and a second by Councilman Brown to approve the Agenda as presented.

Motion carried unanimously.

BOARDS AND COMMITTEES

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

Rick Harris, Cemetery Committee Chairman, provided a flier announcing the Mount Hope Cemetery Decoration event to occur from 7:00 a.m. until 6:00 p.m. on June 1.

No Council action was taken.

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

Mayor Taylor announced that, prior to adoption of the Fiscal Year 2026 Budget, Department Directors will be attending Council Work Sessions and providing a presentation of their Department; the Mayor announced that today's presentation will be conducted by Police Chief, George Albert.

The Council held a discussion to include thanking staff for separating the analytics and asking about the submission of the ARPA funding report and most money dedicated to South Park. Allison Martin, City Manager, confirmed that a minor Change Order was submitted and that the project is tracking. Further, Manager Martin confirmed that the ARPA funding was delivered prior to the change in federal administration.

Chief Albert addressed and provided a presentation to the Council.

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

No Council action was taken.

APPOINTMENTS, PROCLAMATIONS, AND RECOGNITIONS

There were no Appointments, Proclamations, and Recognitions.

PRESENTATIONS

7. Rural Zone Designation Informational Briefing
Kathy Papa, Georgia Department of Community Affairs

Kathy Papa, Georgia Department of Community Affairs Region 2 Representative, addressed and provided a presentation to the Council.

The Council held a discussion regarding the application and designation process. Allison Martin, City Manager, confirmed that the City must apply and that areas are to be designated rather than specific parcels and/or buildings.

Ms. Papa confirmed that there currently are ten designated cities within the State, Dawsonville is one of the ten.

No Council action was taken.

8. Water/Sewer Master Plan Update
Hazen & Sawyer

Helen Lu, Hazen & Sawyer Senior Associate, addressed and provided a presentation to the Council.

Councilman Ariemma left the Work Session at 5:56 p.m.

The Council held a discussion that included thanking the Consultant and staff for the hard work put into this project and asking whether Lumpkin County is assisting in funding the infrastructure. Allison Martin, City Manager, confirmed that she has opened the lines of communication with the County Manager and that if the County continues to approve/permit growth, funding needs to be discussed.

No Council action was taken.

ORDINANCES AND RESOLUTIONS

There were no Ordinances and Resolutions.

AGREEMENTS AND CONTRACTS

9. Georgia Indigent Defense Services Agreement
Doug Parks, City Attorney
Strategic Priority - Communication

Doug Parks, City Attorney, addressed the Council and confirmed that this type of Agreement is required by Georgia law.

Without exception, the Council agreed to place this Item under the Consent Agenda of June 2. No formal action was taken.

OTHER ITEMS

10. TSPLOST Joint Project Update
Allison Martin, City Manager

Allison Martin, City Manager, addressed and provided a presentation to the Council.

The Council held a discussion that included questions regarding what happens if the City does not follow through; is there any legal consideration; if utilities are the biggest issue; and, if it is inappropriate to ask for an additional meeting with all stakeholders.

Manager Martin addressed the Council and provided the following: the Council can provide rebuttal and direct staff to inform the County that this is not what was initially approved; utilities are a small portion of the issue; and, it is appropriate to request an additional meeting.

Doug Parks, City Attorney, addressed the Council and confirmed that he will review the Agreement and respond to Council with any further comments.

No Council action was taken.

11. 2025 Strategic Plan Update
Allison Martin, City Manager

Allison Martin, City Manager, addressed and provided a presentation to the Council.

No Council action was taken.

12. FY26 Budget Calendar
Allison Martin, City Manager

Allison Martin, City Manager, addressed the Council and requested that Councilmembers provide her with any feedback on conflicts regarding the proposed calendar on or before Friday, May 23.

No Council action was taken.

13. Outdoor Dining Permit Discussion

Allison Martin, City Manager

Allison Martin, City Manager, addressed the Council.

The Council held a discussion and, without exception, concluded that the Ordinance contains broad content that should be reviewed entirely after adoption of the Fiscal Year 2026 Budget.

No Council action was taken.

COMMENTS - PLEASE LIMIT TO THREE MINUTES PER SPEAKER

Clerk Comments

Rhonda Hansard, City Clerk, had no comments.

City Manager Comments

Allison Martin, City Manager, had no comments.

City Attorney Comments

Doug Parks, City Attorney, had no comments.

City Council Comments

Councilman Bagley congratulated the UNG softball team for winning the Southeast Region and wished the team well for the 2025 NCAA Softball Championship.

Councilman Gaddis thanked citizens for attending today's Council meetings (Public Hearing and Work Session).

Mayor Comments

Mayor Taylor had no comments.

ADJOURNMENT

There was a motion by Councilman Reagin and a second by Councilman Bagley to adjourn the Work Session.

Motion carried with five members in favor (Bagley, Brown, Gaddis, Reagin, and Shirley) and one member absent (Ariemma), and the Work Session was adjourned at 6:45 p.m.

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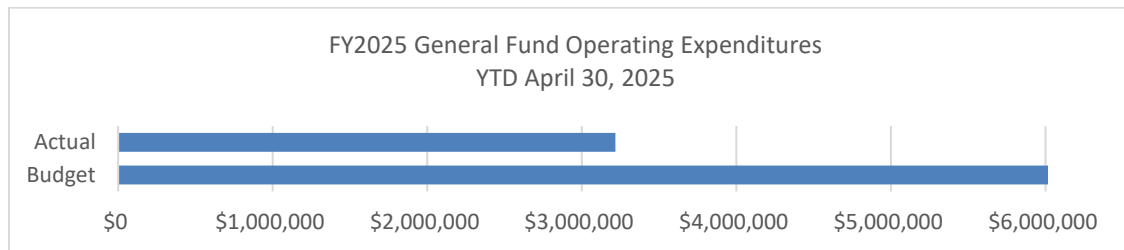
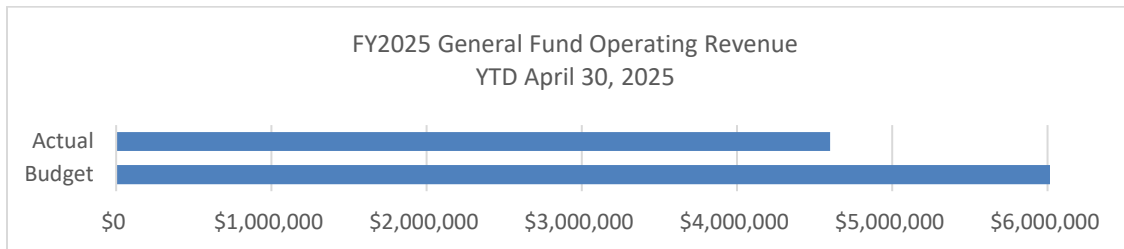


CITY OF DAHLONEGA

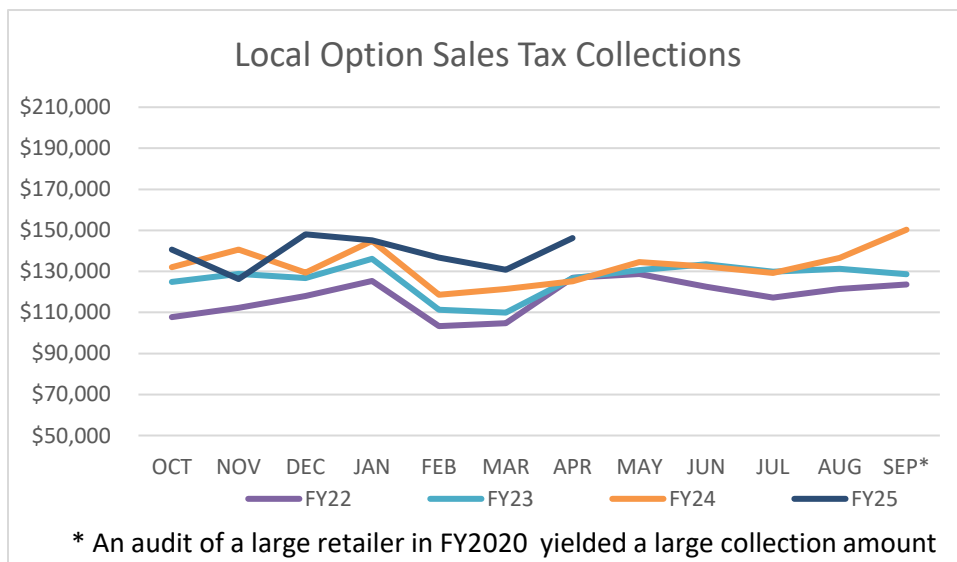
MONTHLY FINANCIAL REPORTS

For the Seven Months Ended April 30, 2025

GENERAL FUND



- The annual property tax bills were levied and mailed by the Tax Commissioner on October 1st with a December 1st due date. To date, 96.5% of the 2024 real and personal property taxes budgeted have been collected.
- Sales tax collections reflect collections 6.75% greater than FY24. The change in the State law related to internet sales taxation has continued to have a positive impact on collections.



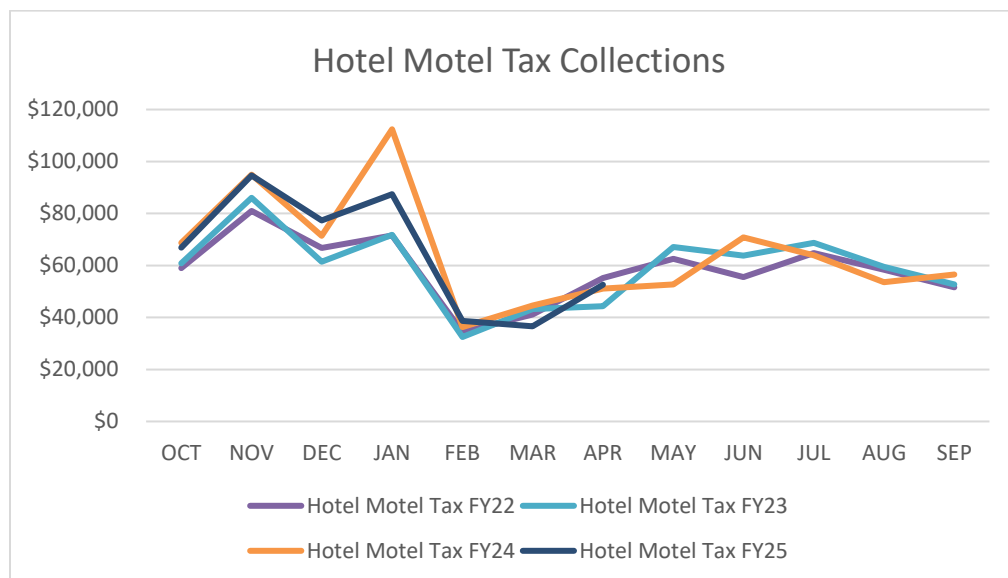
- The annual revenue for Insurance Premium Tax is \$718,039.22 this year, which is 7.62% greater than last fiscal year. This amount is based on a pro-rata population formula.
- Alcoholic Beverage Tax and License revenue collected year-to-date is consistent with the prior year.
- Permit revenue collected year-to-date is greater than last year's collections due to a change in the fee schedule.
- Departments expenditures are in line with budget expectations.

DOWNTOWN DEVELOPMENT AUTHORITY

- Operational results are on track with the budget.

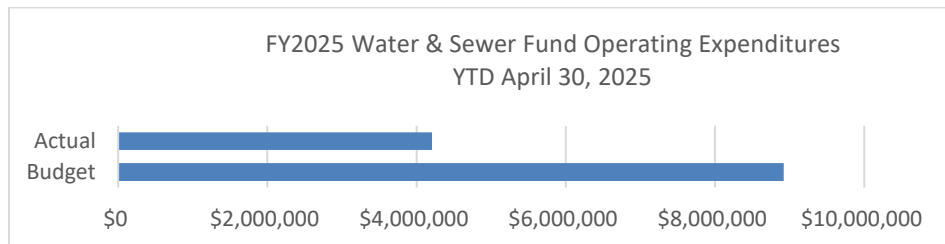
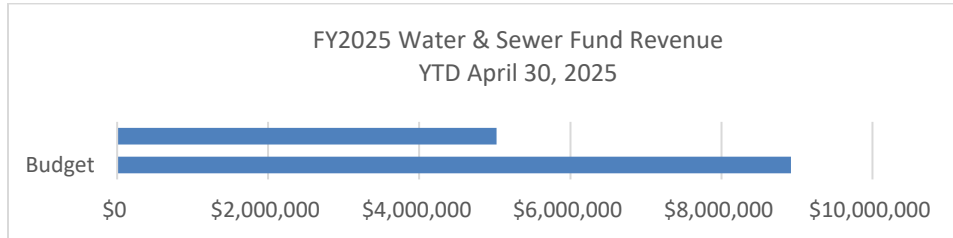
HOTEL/MOTEL TAX FUND

- FY25 is trending -5.25% less than FY24.



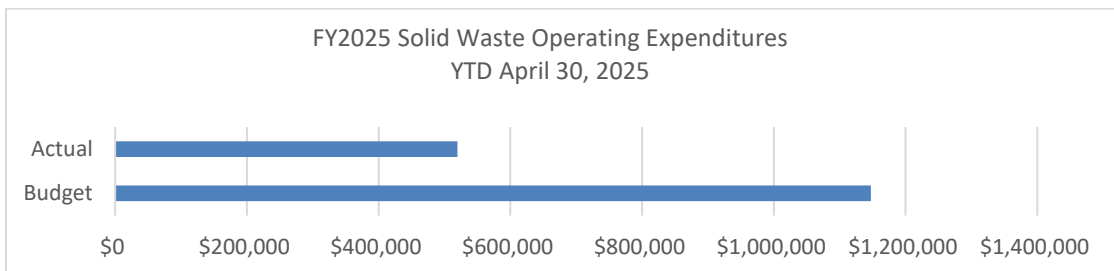
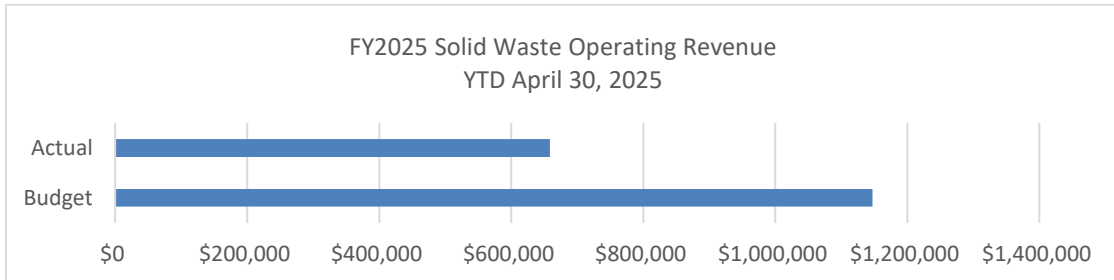
WATER AND SEWER FUND

- Water and sewer sales are trending along with budget projections. Revenue from water sales and sewer charges is 2.39% more than the same period in FY24.
- All department expenses are in line with the budget.



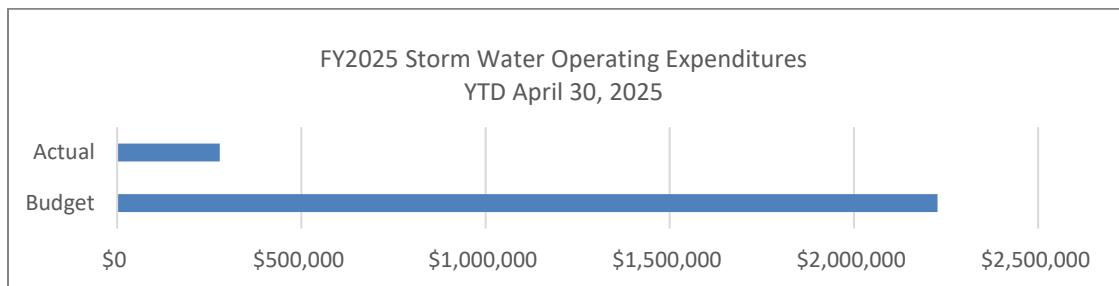
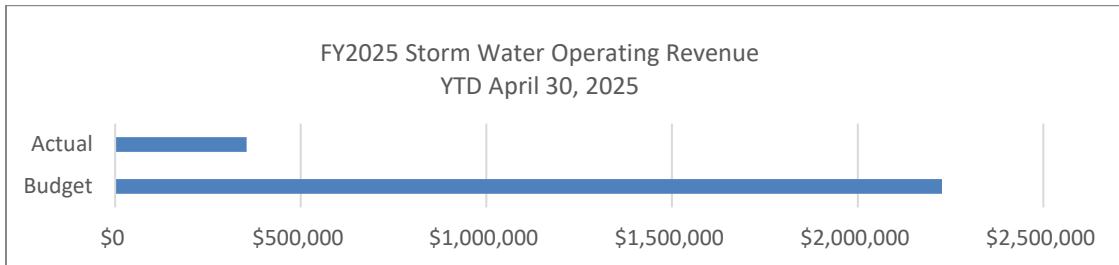
SOLID WASTE FUND

- Refuse Collection Charges are 0.63% greater than the prior year.
- Expenses meet budget expectations.

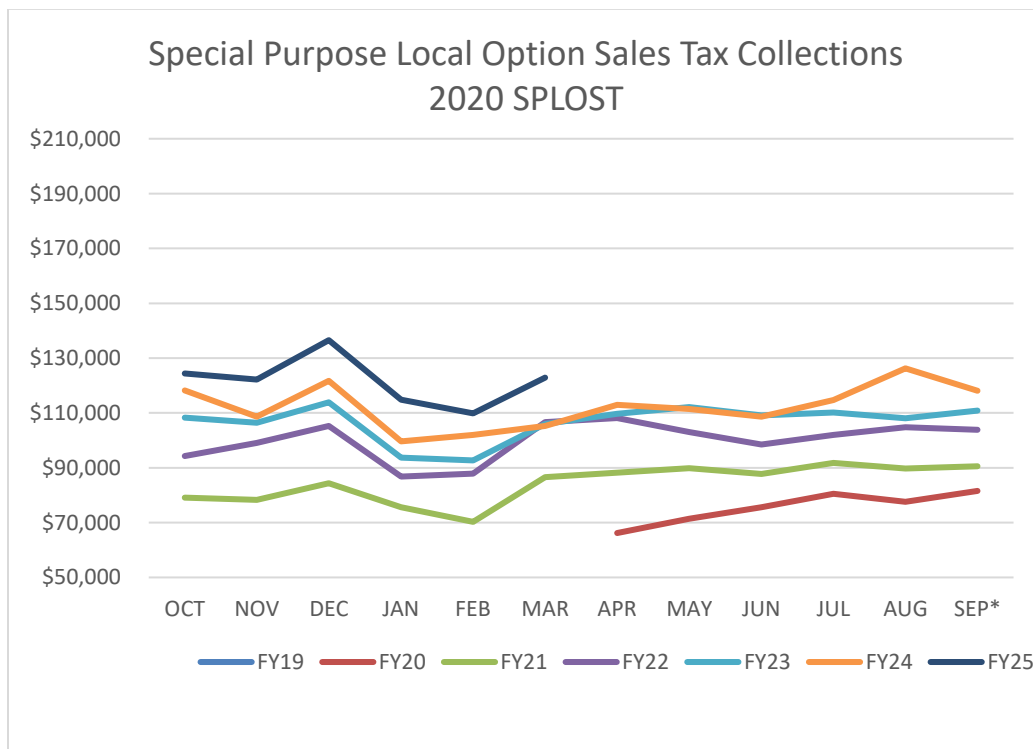


STORMWATER ENTERPRISE FUND

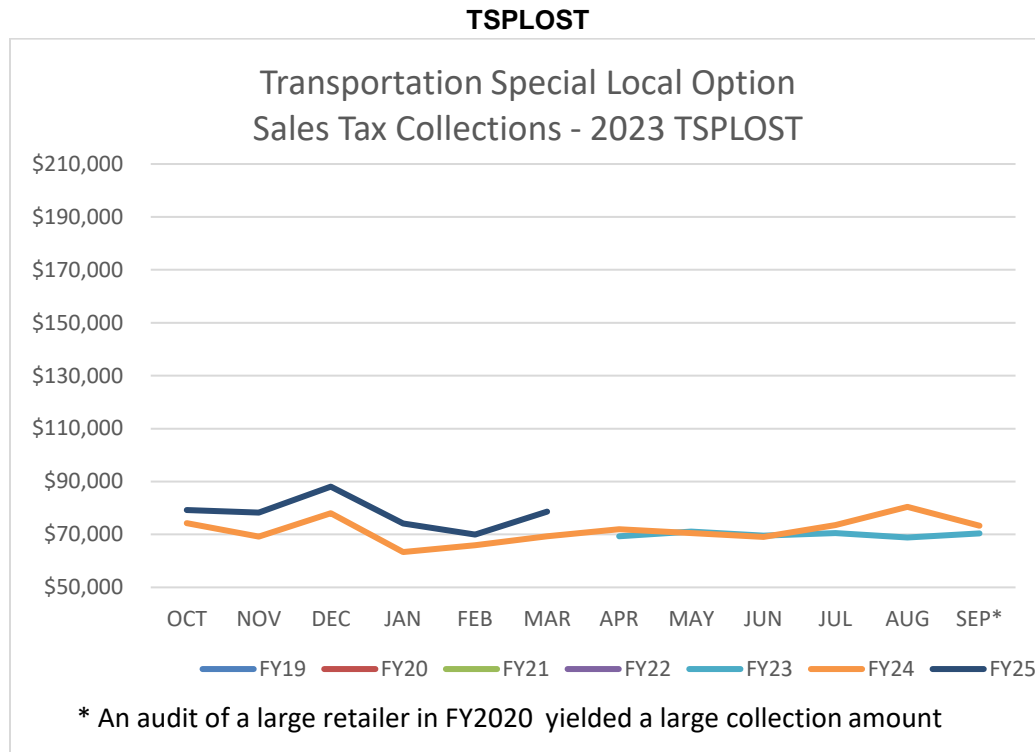
- Transfers In and Indirect Charges reflect a seven-month allocation.
- Stormwater utility charges were first billed in January 2021 and are meeting budget expectations.
- Expenses are related to the startup of the new utility, projects, and allocated staff pay and benefits.



SPLOST FUND



- The current SPLOST continuation referendum has collections which run from April 2020 until March 2026.
- The City receives 21% of the net proceeds.
- The current SPLOST referendum project list is as follows:
 - 25% Roads and Bridges Resurfacing and Improvements
 - 25% Storm-water Infrastructure
 - 50% Water & Sewer System Improvements



- The current TSPLOST referendum was approved in 2022 by the votes for collections which run beginning April 2023 until March 2028.
- The City receives 19% of net proceeds.
- There is a joint project proposed with the county and state. A portion of our monthly distribution is held in escrow pending finalization of funding based on the project cost. Should the joint project not require a local match, the city and county could choose another joint project or use those escrowed funds in their respective jurisdiction.
- The current TSPLOST referendum project list is as follows:
 - Roads and Bridges Construction & Equipment
 - Sidewalks Construction & Improvements
 - Bicycle Path Construction & Improvements

(Prepared for Council and Management by Finance Department May 28, 2025)

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 04/30/2025
 % Fiscal Year Completed: 58.08

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	YTD BALANCE 04/30/2025 NORMAL (ABNORMAL)	% BDGT USED
Fund 100 - GENERAL FUND				
	GENERAL PROPERTY TAXES	1,877,660.00	1,849,285.89	98.49
	GENERAL SALES AND USE TAXES	1,482,000.00	739,033.40	49.87
	SELECTIVE SALES AND USES TAXES	158,000.00	131,615.95	83.30
	ALCOHOLIC BEVERAGES LICENSES	151,000.00	132,975.00	88.06
	BUSINESS TAXES	805,000.00	891,481.81	110.74
	PENALTIES AND INTEREST	2,500.00	2,170.97	86.84
	PERMITS AND FEES	154,700.00	186,489.19	120.55
	INTERGOVERNMENTAL REVENUE	23,985.00	17,877.02	74.53
	CHARGES FOR SERVICES	702,811.00	319,710.27	45.49
	FINES AND FORFEITURES	181,600.00	152,017.32	83.71
	INVESTMENT INCOME	7,500.00	79,235.65	1,056.48
	MISCELLANEOUS REVENUE	3,000.00	964.57	32.15
	OTHER FINANCIAL SOURCES	20,000.00	56,825.00	284.13
	OTHER CHARGES FOR SERVICES	10,000.00	(9,596.41)	(95.96)
	TRANSFERS IN FROM OTHER FUNDS	116,300.00	48,458.35	41.67
	APPROPRIATED FUND BALANCE	1,000,000.00	0.00	0.00
TOTAL REVENUES		6,696,056.00	4,598,543.98	68.68
	LEGISLATIVE	364,581.00	226,813.02	62.21
	EXECUTIVE	268,774.00	138,869.43	51.67
	ELECTIONS	34,600.00	57.96	0.17
	GENERAL ADMINISTRATION	1,072,262.00	580,442.03	54.00
	MUNICIPAL COURT	305,504.00	87,511.37	28.64
	POLICE DEPARTMENT	1,030,040.00	473,237.71	45.72
	PUBLIC WORKS ADMINISTRATION	238,161.00	123,419.51	51.82
	STREETS	1,453,461.00	819,062.94	56.35
	MAINTENANCE AND SHOP	105,743.00	53,381.27	50.48
	CEMETERY	76,378.00	44,053.22	57.68
	PARKS	97,000.00	22,866.98	23.57
	COMMUNITY DEVELOPMENT	488,077.00	209,663.12	42.96
	NON-DEPARTMENTAL	111,475.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	1,050,000.00	437,500.00	41.67
TOTAL EXPENDITURES		6,696,056.00	3,216,878.56	47.99
Fund 100 - GENERAL FUND:				
	TOTAL REVENUES	6,696,056.00	4,598,543.98	68.68
	TOTAL EXPENDITURES	6,696,056.00	3,216,878.56	47.99
	NET OF REVENUES & EXPENDITURES	0.00	1,381,665.42	18,009.71

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
PERIOD ENDING 04/30/2025
% Fiscal Year Completed: 58.08

GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	% BDGT USED
		ORIGINAL BUDGET	04/30/2025 NORMAL (ABNORMAL)	
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY				
	CHARGES FOR SERVICES	1,500.00	821.88	54.79
	INVESTMENT INCOME	8,000.00	5,419.68	67.75
	CONTRIBUTIONS AND DONATIONS	1,500.00	2,000.00	133.33
	MISCELLANEOUS REVENUE	15,900.00	7,640.00	48.05
	TRANSFERS IN FROM OTHER FUNDS	137,300.00	57,208.35	41.67
	APPROPRIATED FUND BALANCE	166,922.00	0.00	0.00
TOTAL REVENUES		331,122.00	73,089.91	22.07
DDA ADMINISTRATION		147,734.00	85,952.49	58.18
TOURISM		30,950.00	4,216.76	13.62
DOWNTOWN DEVELOPMENT		152,438.00	25,629.92	16.81
TOTAL EXPENDITURES		331,122.00	115,799.17	34.97
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY:				
TOTAL REVENUES		331,122.00	73,089.91	22.07
TOTAL EXPENDITURES		331,122.00	115,799.17	34.97
NET OF REVENUES & EXPENDITURES		0.00	(42,709.26)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 04/30/2025
 % Fiscal Year Completed: 58.08

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	YTD BALANCE 04/30/2025 NORMAL (ABNORMAL)	% BDGT USED
Fund 275 - HOTEL/MOTEL TAX FUND				
	HOTEL/MOTEL TAXES	720,000.00	387,046.23	53.76
	PENALTIES AND INTEREST	5,000.00	0.00	0.00
	INVESTMENT INCOME	2,400.00	1,667.71	69.49
	TOTAL REVENUES	727,400.00	388,713.94	53.44
	PURCHASES/CONTRACTED SERVICES	305,550.00	105,168.21	34.42
	TRANSFERS OUT TO OTHER FUNDS	421,850.00	175,770.85	41.67
	TOTAL EXPENDITURES	727,400.00	280,939.06	38.62
Fund 275 - HOTEL/MOTEL TAX FUND:				
	TOTAL REVENUES	727,400.00	388,713.94	53.44
	TOTAL EXPENDITURES	727,400.00	280,939.06	38.62
	NET OF REVENUES & EXPENDITURES	0.00	107,774.88	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 04/30/2025
 % Fiscal Year Completed: 58.08

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	YTD BALANCE 04/30/2025 NORMAL (ABNORMAL)	% BDGT USED
Fund 505 - WATER AND SEWER ENTERPRISE FUND				
	INTERGOVERNMENTAL REVENUE	15,000.00	15,520.01	103.47
	INVESTMENT INCOME	270,000.00	196,592.32	72.81
	MISCELLANEOUS REVENUE	15,000.00	70,500.30	470.00
	OTHER FINANCIAL SOURCES	0.00	8,350.00	100.00
	WATER CHARGES	3,355,954.00	1,950,814.51	58.13
	TAP FEES - WATER	175,000.00	243,780.00	139.30
	SEWER CHARGES	2,475,760.00	1,520,317.71	61.41
	TAP FEES - SEWER	175,000.00	274,850.00	157.06
	OTHER CHARGES FOR SERVICES	81,000.00	66,343.40	81.91
	TRANSFERS IN FROM OTHER FUNDS	1,622,440.00	676,016.65	41.67
	APPROPRIATED NET ASSETS	737,252.00	0.00	0.00
TOTAL REVENUES		8,922,406.00	5,023,084.90	56.30
SEWER LIFT STATIONS				
	SEWER TREATMENT PLANT	276,584.00	151,792.04	44.14
	DISTRIBUTION AND COLLECTION	911,403.00	507,881.21	54.91
	WATER SUPPLY	1,309,427.00	807,355.07	58.95
	WATER TREATMENT PLANT	335,296.00	122,512.01	36.54
	CAPITAL OUTLAYS	2,543,744.00	961,899.22	37.56
	INTERFUND CHARGES	3,356,440.00	1,601,938.11	26.11
	OTHER COSTS	129,512.00	53,963.35	41.67
		60,000.00	0.00	0.00
TOTAL EXPENDITURES		8,922,406.00	4,207,341.01	35.48
Fund 505 - WATER AND SEWER ENTERPRISE FUND:				
TOTAL REVENUES		8,922,406.00	5,023,084.90	56.30
TOTAL EXPENDITURES		8,922,406.00	4,207,341.01	35.48
NET OF REVENUES & EXPENDITURES		0.00	815,743.89	27.78

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 04/30/2025
 % Fiscal Year Completed: 58.08

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	YTD BALANCE 04/30/2025 NORMAL (ABNORMAL)	% BDGT USED
Fund 540 - SOLID WASTE ENTERPRISE FUND				
	CHARGES FOR SERVICES	250.00	225.00	90.00
	INVESTMENT INCOME	12,843.00	12,044.99	93.79
	MISCELLANEOUS REVENUE	2,000.00	1,520.30	76.02
	OTHER CHARGES FOR SERVICES	7,500.00	5,517.12	73.56
	REFUSE COLLECTION CHARGES	1,090,740.00	639,416.81	58.62
	APPROPRIATED NET ASSETS	33,784.00	0.00	0.00
TOTAL REVENUES		1,147,117.00	658,724.22	57.42
PERSONAL SERVICES AND EMPLOYEE BENEFITS				
	PURCHASES/CONTRACTED SERVICES	584,573.00	285,264.21	48.80
	SUPPLIES	330,484.00	172,036.90	52.06
	INTERFUND CHARGES	132,700.00	37,734.11	28.44
	OTHER COSTS	59,360.00	24,733.35	41.67
		40,000.00	0.00	0.00
TOTAL EXPENDITURES		1,147,117.00	519,768.57	45.31
Fund 540 - SOLID WASTE ENTERPRISE FUND:				
TOTAL REVENUES		1,147,117.00	658,724.22	57.42
TOTAL EXPENDITURES		1,147,117.00	519,768.57	45.31
NET OF REVENUES & EXPENDITURES		0.00	138,955.65	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 04/30/2025
 % Fiscal Year Completed: 58.08

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	YTD BALANCE 04/30/2025 NORMAL (ABNORMAL)	% BDGT USED
Fund 560 - STORMWATER ENTERPRISE FUND				
	INVESTMENT INCOME	7,000.00	14,384.82	205.50
	OTHER CHARGES FOR SERVICES	1,000.00	1,094.12	109.41
	TRANSFERS IN FROM OTHER FUNDS	311,220.00	129,675.00	41.67
	APPROPRIATED NET ASSETS	1,554,902.00	0.00	0.00
	STORMWATER UTILITY CHARGES	353,169.00	208,717.77	59.10
	TOTAL REVENUES	2,227,291.00	353,871.71	15.89
	PERSONAL SERVICES AND EMPLOYEE BENEFITS	98,062.00	46,543.47	47.46
	PURCHASES/CONTRACTED SERVICES	17,000.00	862.50	5.07
	SUPPLIES	1,000.00	63.44	6.34
	CAPITAL OUTLAYS	1,637,000.00	33,475.72	1.25
	INTERFUND CHARGES	474,229.00	197,595.40	41.67
	TOTAL EXPENDITURES	2,227,291.00	278,540.53	8.52
Fund 560 - STORMWATER ENTERPRISE FUND:				
	TOTAL REVENUES	2,227,291.00	353,871.71	15.89
	TOTAL EXPENDITURES	2,227,291.00	278,540.53	8.52
	NET OF REVENUES & EXPENDITURES	0.00	75,331.18	7.23
	TOTAL REVENUES - ALL FUNDS	20,051,392.00	11,096,028.66	55.34
	TOTAL EXPENDITURES - ALL FUNDS	20,051,392.00	8,619,266.90	35.86
	NET OF REVENUES & EXPENDITURES	0.00	2,476,761.76	62.14



DISCOVER

DAHLONEGA

DAHLONEGA-LUMPKIN COUNTY
CONVENTION & VISITORS BUREAU

TOURISM REVIEW – 6/2/25

Q1 & APRIL- PUBLIC RELATIONS

■ January:

- *USA Today 10 Best: Small-Town Museum: Dahlonega Gold Museum*
- *Blue Ridge Mountain Travel Guide: 30 best Small-towns to visit in 2025*
- *World Atlas: Friendliest Small Town in Georgia.*

■ February:

- *Southern Living: 18 Most Beautiful Places in Georgia....*
- *MSN: 20 American Small Towns that are Unexpectedly Great for Wine Lovers*
- *Outside Magazine: 9 Sublime Treehouse for Ridiculously Cool Vacation Stays*

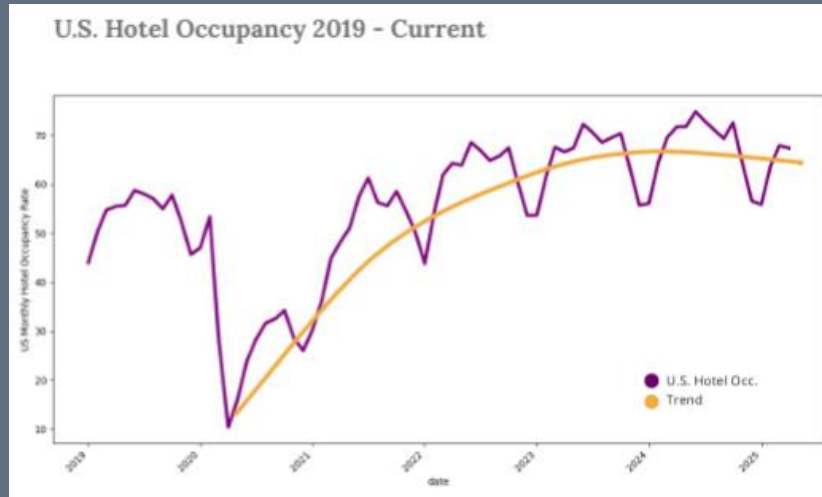
■ March:

- *Southern Living: 12 Best Places to Tube in the South....*
- *Garden & Gun: 7 Standout U-Pick Flower Farm Across the South.*
- *WAGA-TV Fox 5: 3 Good Day Atlanta Broadcast segments for Chocolate Crawl*

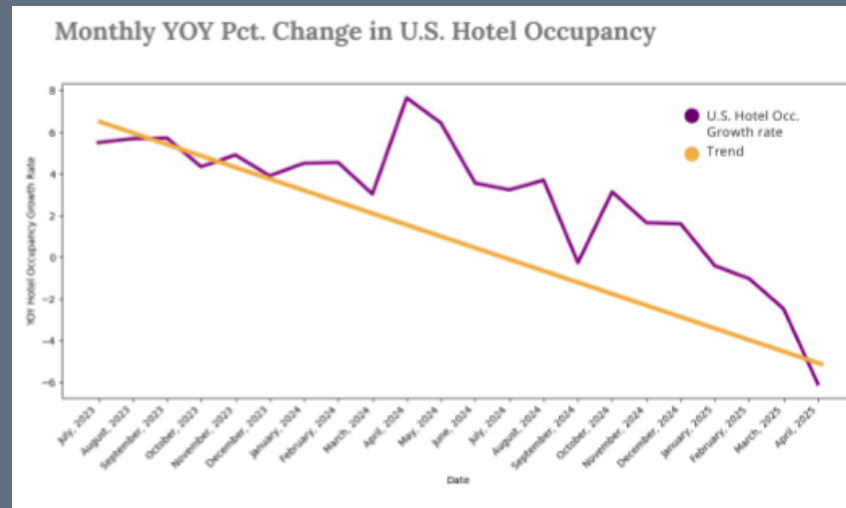
■ April:

- *HGTV: The 40 Most Charming Small-town Downtowns in America*
- *11 Alive: Dahlonega Treehouse makes the list of Airbnb's most popular rentals.*
- *USA Today 10 Best: Best Kayak Tours.*

LODGING TRENDS ON A NATIONAL LEVEL:



- Strong Growth out of Covid
- Growth slowed in 2024, beginning to decline Q1 2025
- Growth Rate of in March 2025 saw a **2.8%** decline.
- On a national scale there has been 4 months of declines in new properties.

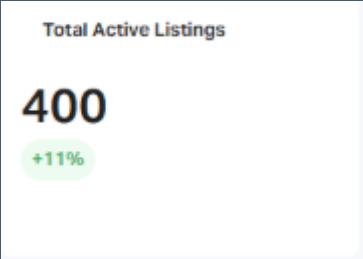
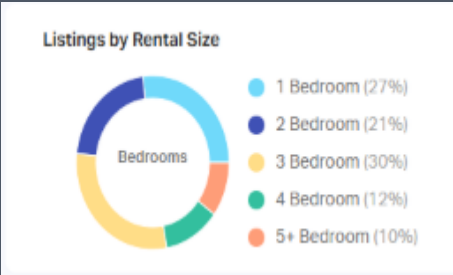
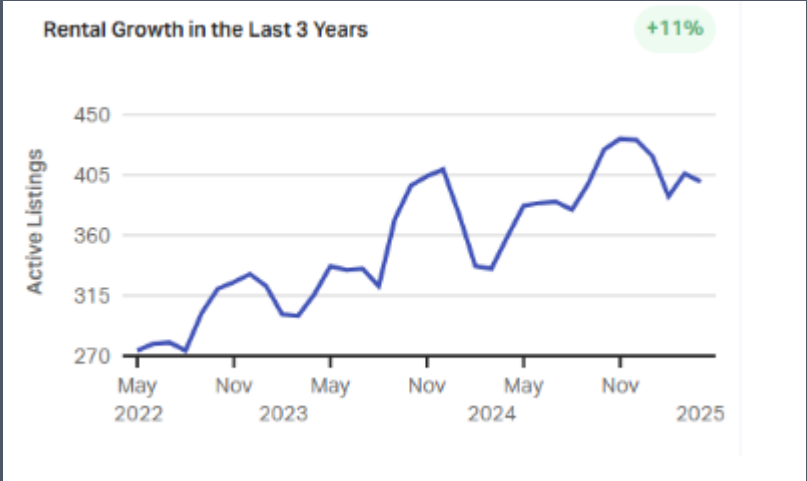


- Hotel reservations on the books are pacing behind last year at the same time.
- Significant variance across destinations, with northern destinations showing the greatest declines.

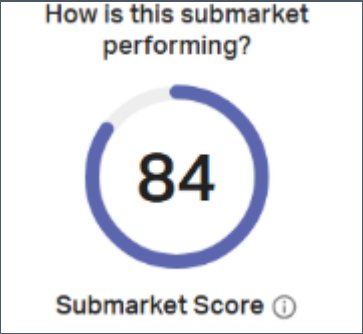
STVR NATIONAL TRENDS



- National:
- STVR reservations are pacing ahead of last year.
 - STVR are typically booked farther in advance than hotel rooms.



STVR LOCAL TRENDS





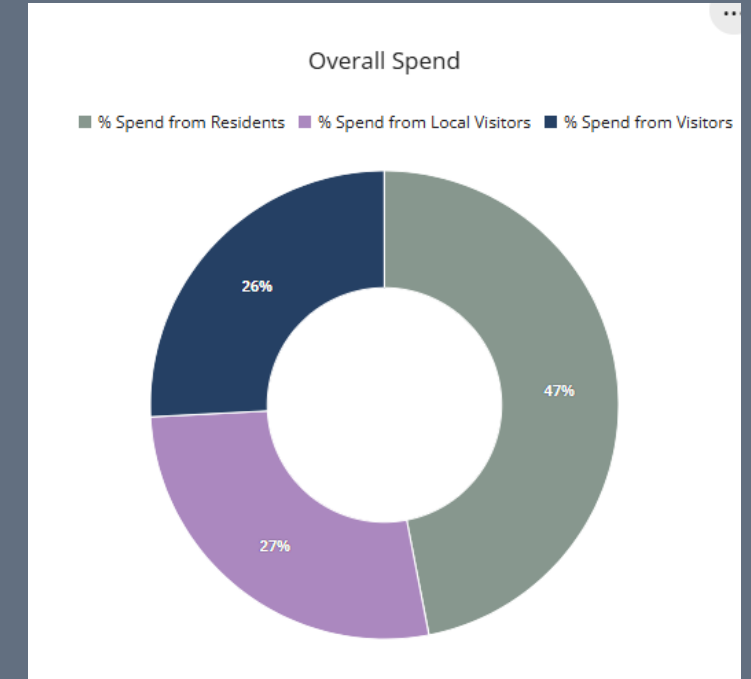
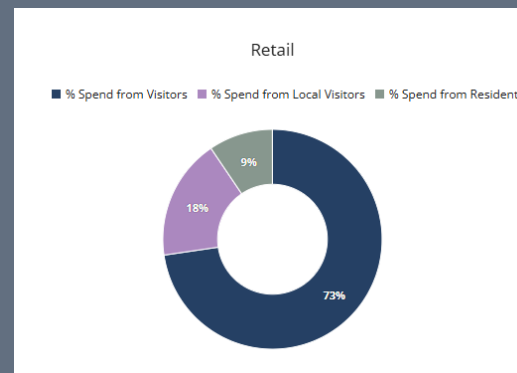
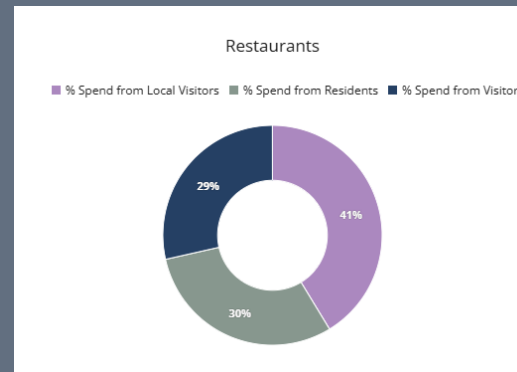
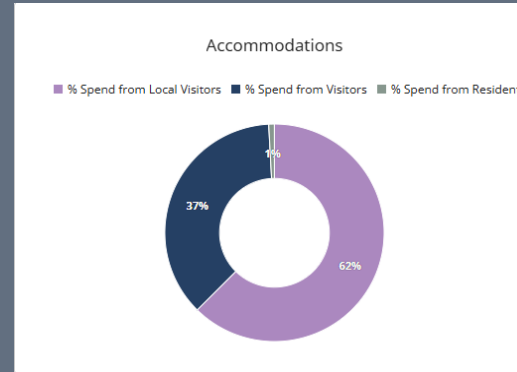
VISITOR DATA



QUARTER 1 -VISITOR SPENDING

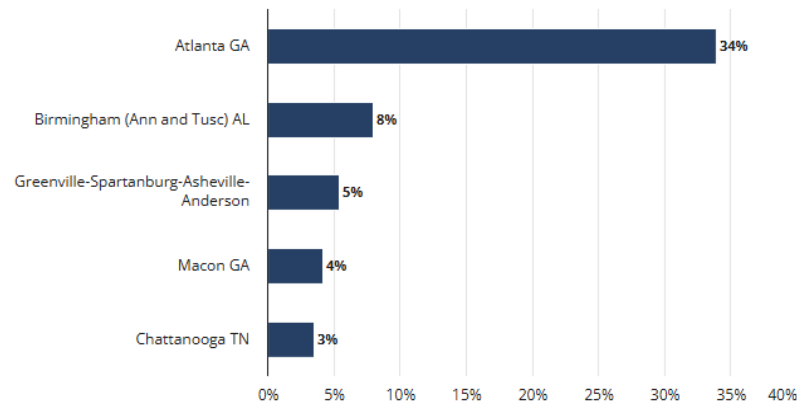
Who is spending in our destination?

- Residents
 - 47% Overall Spend
 - 1% -Accommodations
 - 30%- Restaurants
 - 9% - Retail
- Local Visitors (Within 50 miles)
 - 27% Overall Spend
 - 62% - Accommodations
 - 41% - Restaurants
 - 18% - Retail
- Visitors (>50 miles)
 - 26% Overall Spend
 - 37% - Accommodations
 - 29% - Restaurants
 - 73% - Retail



QUARTER 1 –KEY VISITOR INSIGHTS

Top Visitor Markets



% of Visitor Cardholders with a Household Income \$100k+

43%

% of Visitor Cardholders with Children

39%

% of Visitor Cardholders Age 25-54

55%

Average Visitor Spend

\$173

↘ **-16%** | **\$206**
change | prev. year

Percent Overnight Visitors

42.9%

↘ **-8%** | **46.4%**
change | prev. year

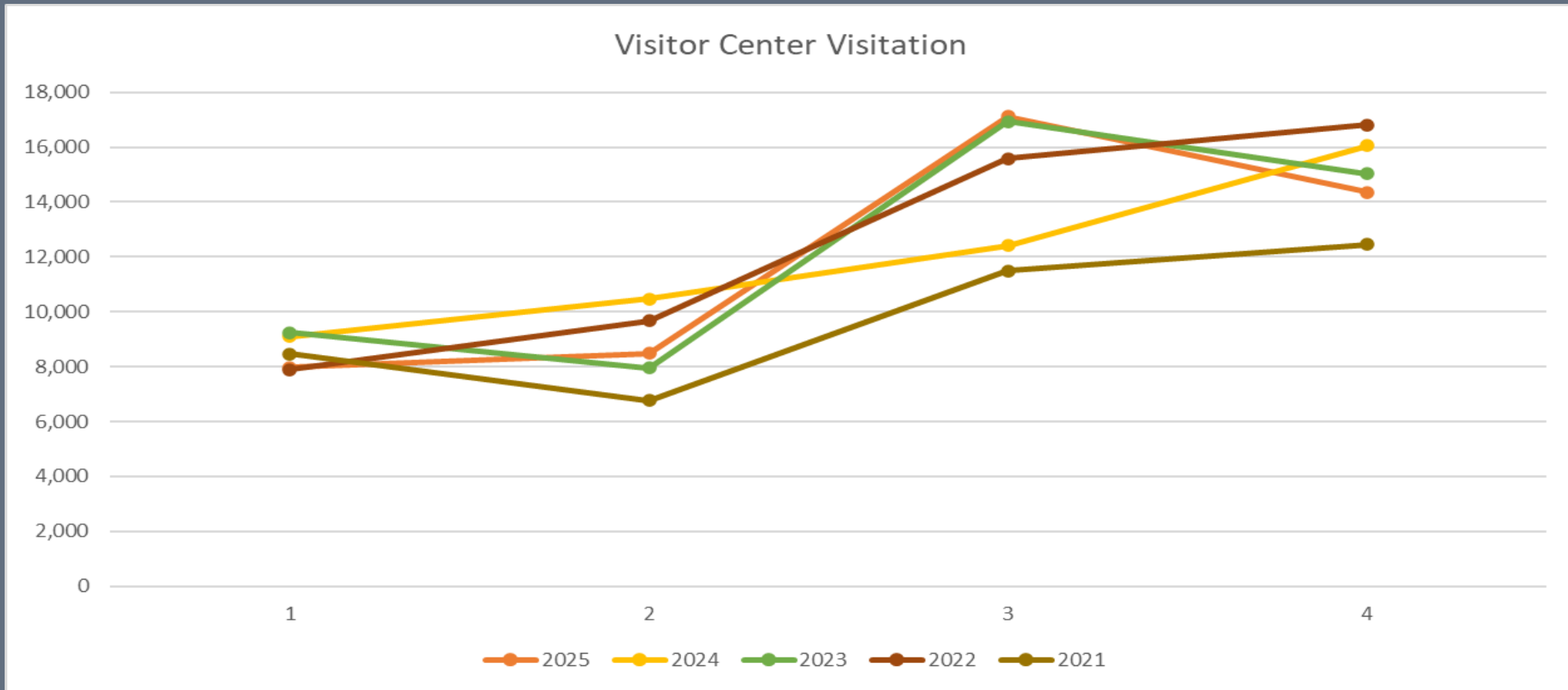
Percent Day Trip Visitors

57.2%

↘ **-6%** | **60.7%**
change | prev. quarter

VISITOR CENTER

	2025	2024	2023	2022	2021
January	7,984	9,090	9,250	7,899	8,464
February	8,483	10,466	7,958	9,673	6,760
March	17,122	12,413	16,928	15,585	11,492
April	14,366	16,059	15,040	16,810	12,460



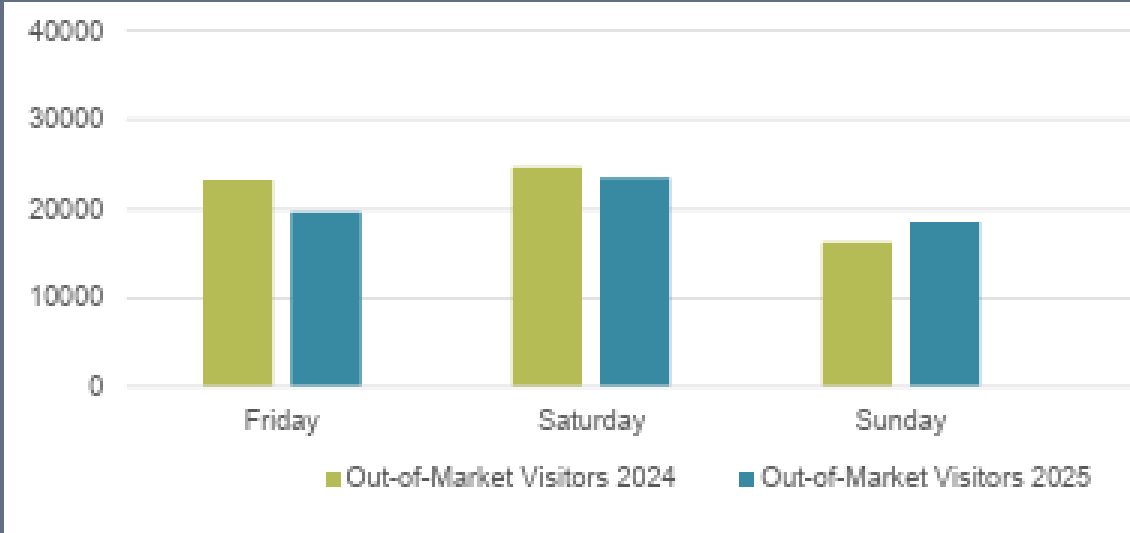


2025 BEAR ON THE SQUARE

BEAR ON THE SQUARE BY THE NUMBERS

2025 VS 2024

Out of Market Visitors	2024	2025
Friday	23,281	19,659
Saturday	24,730	23,567
Sunday	16,236	18,516
Total #	64,247	61,742



Bear on the Square Feeder Markets	
2024	2025
Atlanta (DMA)	Atlanta (DMA)
Greenville (DMA)	Greenville (DMA)
Macon (DMA)	Tampa (DMA)
Chattanooga (DMA)	Chattanooga (DMA)
Tampa (DMA)	Chattanooga (DMA)



DLCCVB – MARKET STRATEGY FOR Q3 & Q4



ANY QUESTIONS?


DISCOVER
DAHLONEGA



City Council Agenda Memo

DATE: 5/28/2025
TITLE: Rural Zone Designation
PRESENTED BY: Allison Martin, City Manager
PRIORITY Strategic Priority - Communication

AGENDA ITEM DESCRIPTION

Rural Zone Designation

HISTORY/PAST ACTION

Kathy Papa, DCA Regional Representative, provided the council with information regarding this designation and how it can be used to spur investment in properties. While not the only option that may be used in attracting investment in cities, it is one tool that we could offer to someone seeking to invest in the community. The application process is lengthy and there are several ancillary documents, like a community survey and maps, which need to be created to supplement the application for designation. If this is a designation the council would like staff to work towards, we need consensus to start the process. There will be future items for the council to review and approve.

FINANCIAL IMPACT

n/a

RECOMMENDATION

n/a

SUGGESTED MOTIONS

n/a

ATTACHMENTS

n/a



City Council Agenda Memo

DATE: 5/28/2025
TITLE: TSPLOST Joint Project
PRESENTED BY: Allison Martin, City Manager
PRIORITY Strategic Priority - Infrastructure

AGENDA ITEM DESCRIPTION

TSPLOST Joint Project

HISTORY/PAST ACTION

This will be a brief update to the council on any new information learned about the joint project since the work session.

FINANCIAL IMPACT

The project is funded via TSPLOST collections.

RECOMMENDATION

n/a

SUGGESTED MOTIONS

n/a

ATTACHMENTS

n/a

Proposed Amendments to GMA Bylaws

ARTICLE V, Officers and Board of Directors Section 6, Meetings of the Board of Directors Paragraph (c), Quorum and Voting

(c) **Quorum and Voting.** The presence of a majority of the members of the Board shall constitute a quorum necessary to conduct business at any such meeting. Within 72 hours of an in-person Board meeting, the CEO and Executive Director, following consultation with the President, may arrange for up to five members to attend as full participants via teleconference and count for the purposes of achieving a quorum. The affirmative vote of a majority of the members voting shall be required for the adoption of any motion or resolution by the Board at any meeting of the Board where a quorum is present.

Background

State law requires non-profit corporations which do not have a fixed or prescribed number of directors on the Board of Directors to have a quorum which constitutes a majority of the number of directors in office immediately before the meeting begins. Because GMA does not have a fixed or prescribed number of directors on its Board, this state law provision applies to GMA's Board. See O.C.G.A. § 14-3-824. This has the potential to cause issues at certain in-person Board meetings as there may come times when there are challenges achieving a majority of the directors in office for certain in-person meetings. While Boards are able to meet via teleconference, the current Bylaws do not have any provisions about hybrid participation. The proposed addition to the Bylaws would allow for the CEO and Executive Director to coordinate virtual participation for up to five members to an in-person meeting when it becomes necessary in the short time period right before a meeting of the Board. The aims to strike a balance in completing necessary business while not accidentally encouraging lack of participation and attendance.

Article IX, Committees

Section 9, Advisory Councils

Section 9. Advisory Councils.

(a) The Board shall have the power to create Advisory Councils of the Association to provide guidance to the staff, to provide recommendations to the Board, or to oversee implementation of any such guidance or recommendations. The Board shall have the authority to further set the duties and responsibilities of any such advisory council. The Board may continue, discontinue, rename, or otherwise define or redefine existing advisory councils. Once created, the CEO and Executive Director, in consultation with the President, shall have the authority to appoint members of each such advisory council.

(b) The chair of each advisory council shall be appointed by the President and shall serve a two-year term. Elected and appointed municipal officials, as well as non-appointed municipal employees, may be appointed to serve on advisory councils and each of the Association's twelve districts shall be represented by at least one member on each advisory council.

(c) Meetings of advisory councils may be conducted by teleconference, including participation in discussions and voting by those attending by teleconference.

Background

Currently, GMA has four advisory councils which are detailed in the Bylaws of the Board. These Advisory Councils are currently Article XI, Member Services Advisory Council, Article XIII, Children and Youth Advisory Council, Article XIV, Municipal Workforce Development Advisory Council, and Article XV, Equity and Inclusion Advisory Council. (The GMA Board of Directors voted to change the name of the Equity and Inclusion Advisory Council to the Community and Workplace Culture Advisory Council at its January 2025 meeting.) A number of these advisory councils have been added to the Bylaws in recent years but the structure and provisions relating to these advisory councils are strikingly similar to one another. This proposed amendment would eliminate these above advisory councils from the Bylaws and instead create the above powers for the Board to create and abolish advisory councils more nimbly. The current advisory councils could be continued, discontinued, renamed, or otherwise defined or redefined by the Board at any time without needing approval of the membership. This proposed amendment would, therefore, allow for the GMA Board to adjust to the needs of the membership much quicker in regards to advisory councils. If this proposed amendment is adopted it would necessitate renumbering of the sections in Article IX as well as striking the advisory councils from the Bylaws and renumbering the Articles of the Bylaws.

BYLAWS

ARTICLE I

Name

This corporation shall be known as
THE GEORGIA MUNICIPAL ASSOCIATION, INC.

ARTICLE II

Purpose

Section 1. The mission of the Georgia Municipal Association, Inc. (hereafter GMA or Association) is to anticipate and influence the forces shaping Georgia's cities and to provide leadership, tools, and services that assist municipal governments in becoming more innovative, effective, and responsive.

Section 2. The purposes of this corporation are the improvement of municipal government and administration and the promotion of the general welfare of the citizens of this State through advocacy, service, and innovation and by appropriate means, including but not limited to the following:

- (a) Representing the collective interests of its members with the executive, legislative, and judicial branches of state and federal government; and,
- (b) Exchanging and disseminating information and ideas for the more efficient administration and conduct of municipal government; and,
- (c) Facilitating improvements in municipal government within the State of Georgia by providing appropriate conferences, training and education, research, information, programs, services, and technical assistance to municipal officials and employees directly and through GMA managed non-profit agencies and associations; and,
- (d) Engaging and working with appropriate government agencies, institutions of higher learning, corporations, non-profit organizations and individuals to provide resources, programs, and information which will assist the Association in carrying out its mission; and,
- (e) Conducting research in areas of interest to members and making the results of the research available to members and other interested parties; and,

- (f) Serving as a repository of publications, research materials, and data related to the operations of municipal government and the duties and responsibilities of municipal government officials, and making the materials available to members; and,
- (g) Developing and operating programs and services designed to promote efficient and cost effective operation of municipal government, including employee benefit programs, financing programs, fee and tax collection programs, and purchasing services; and,
- (h) Promoting constructive and cooperative intergovernmental relations by developing and maintaining relationships with groups representing local, state, and regional governments; and
- (i) Promoting the general welfare of municipal and consolidated governments of this State in such a manner as may be authorized from time to time by the corporation's Board of Directors; and
- (j) Doing any and all things necessary and proper for the benefit of its members.

ARTICLE III Membership

Section 1. Any city, town, or consolidated government of Georgia, by proper action of its governing body, and the payment of the annual membership service fees prescribed in Article IV, may become a member of GMA.

Section 2. Each city, town, or consolidated government holding membership in the Association shall be entitled to one vote on each item of business voted upon at the annual business meeting or at any special called meeting of the membership.

ARTICLE IV Membership Service Fees

Section 1. The annual membership service fees shall be prescribed by the Board of Directors. The membership service fees shall be comprised of a base amount and a per capita amount established for population categories prescribed by resolution of the Board of Directors. Population figures shall be based on the most recent decennial census or federal census estimate. Consolidated governments shall receive a twenty-five percent (25%) discount on their annual membership service fees. For newly consolidated governments, the increased population shall be phased in equitably over a three-year period. Membership service fees for any newly-created city shall be waived for the first twelve months of the city's existence.

Section 2. Membership service fees shall be payable by January 1 of each year. Members shall have the option of paying their membership service fees in four equal quarterly payments. Failure by a member to pay its membership service fees in full by April 30 shall automatically result in cancellation of membership unless the member has opted to make quarterly payments and is current with such payments. Any member that becomes 90 days delinquent on a quarterly payment shall have its membership terminated. First year membership service fees shall be pro-rated on a monthly basis for any city becoming a member after January 1 of such year.

Section 3. Any member whose membership is terminated for failure to pay its membership service fees in full by the date required in Section 2 of this Article may be reinstated as a member by paying the full amount owed for the current billing cycle.

ARTICLE V

Officers and Board of Directors

Section 1.

(a) **Officers of the Association.** The officers of the Georgia Municipal Association shall be titled as follows: (1) President; (2) First Vice President; (3) Second Vice President; (4) Third Vice President; (5) Immediate Past President; and (6) the CEO and Executive Director. The Immediate Past President shall be the most-recent past president who remains an active elected municipal official of a member city. All officers shall be chosen by the members of the Association from its membership, except the CEO and Executive Director, who shall be appointed by the Board of Directors. The CEO and Executive Director shall serve as the Treasurer of the Association. The CEO and Executive Director shall designate in writing a direct report employee of the Association to serve as the Secretary of the Association.

(b) **Board of Directors.** The Board of Directors of the Association shall consist of the following: (1) the Officers of the Association; (2) all Past Presidents of the Association who are active elected municipal officials of a member city; (3) District Officers who are active elected municipal officials of a member city holding office designated by the Board for Board membership provided, however, each district shall have at least two district officers elected to the Board; (4) fourteen (14) directors elected from the state-at-large; (5) the highest ranking officer of the Georgia City-County Management Association who is an official of a GMA member city; (6) the president of the Georgia Municipal Clerks Association; (7) the president of the GMA City Attorneys Section; (8) the chairperson of the Board of Trustees of the Georgia Municipal Employees Benefit System; (9) the chairperson of the Board of the Harold F. Holtz Municipal Training Institute; and (10) the chairpersons of the standing policy committees of the Association established by the Board.

Section 2. Qualification-Term-Vacancy.

(a) Each officer of GMA shall be, at all times during their term of office, an elected official of a member city.

(b) The terms of office of the Officers and directors at-large shall be one (1) year. The terms of office of District Officers shall be one year, except that the terms of office for district officers of District 3 shall be two years. Any proposed changes to the terms of office for District Officers shall be required to be voted upon by the membership to be included in these Bylaws in accordance with Article XVII of these Bylaws. The terms of office of individuals serving on the Board by virtue of their position as the highest-ranking officer of the Georgia City-County Management Association who is an official of a GMA member city, the president of the Georgia Municipal Clerks Association, the president of the GMA City Attorneys Section, the chairperson of the Board of Trustees of the Georgia Municipal Employees Benefit System, the chairperson of the Board of the Harold F. Holtz Municipal Training Institute and the chairpersons of the standing policy committees of the Association shall run concurrently with such positions. The terms of office of the Officers, directors at-large and district officers shall commence at the close of the Annual Convention at which they were elected and installed. In the event an officer or member of the Board of Directors is not present for the installation, such person shall sign and return to the CEO and Executive Director a copy of the oath of office within 21 days of the date the installation was held.

(c) A vacancy shall occur in any office of the Association in the event the person holding that office resigns, is suspended from the municipal office, abandons the municipal office, ceases to be an official or employee of a member city, ceases to be qualified to hold that seat on the Board of Directors, or fails to sign and return the oath of office. All district officer and at-large vacancies on the Board of Directors shall be filled by the remaining members of the Board and each such person shall serve the remainder of the unexpired term of the person in whose stead they were selected, and may, subsequently, serve a full term in that office upon appropriate election pursuant to these Bylaws if such person began service in such office with six months or less remaining in the then current term of such office. Vacancies in the office of President or any of the vice presidents shall be filled by the membership; and each person, so elected, shall serve the remainder of the unexpired term of the person in whose stead they are elected, and may, subsequently, serve a full term in that office upon election by the membership if such person began service in such office with six months or less remaining in the then current term of such office. In the absence of the President at any official meeting, the highest ranking vice president in attendance shall preside over the meeting. In the absence of the President and all vice presidents at any meeting, the Board of Directors shall appoint one of its members to perform the duties of President during that meeting-

Section 3. Designation of Districts and District Officers.

(a) There shall be twelve (12) districts of the Association, except that the Board of Directors, upon thirty (30) days written notice to the membership of the Association, may change the districts at a meeting of such Board. Any such change shall become effective upon the taking of office of the Officers and Board of Directors elected at the next annual meeting of the Association.

(b) Each district of the Association shall have offices as designated by the Board.

(c) The procedures and schedule for nominating and electing district officers shall be adopted annually in January by the Board of Directors and provided to the membership.

(d) In all districts but District 3, district officers shall be nominated by a nominating committee to consist of the current district officers and three elected officials appointed by the District President from municipalities not represented by the current district officers. In District 3, the district officers of each region that includes more than one municipality shall be nominated by a nominating committee to consist of the current district officers of the region and two elected officials appointed by the Region President from municipalities in the region not represented by the current district officers. The District or Region President, as applicable, shall serve as Chairperson of the nominating committee.

(e) The process shall include the following steps: (1) a period of at least 21 days for city officials to self-nominate or be nominated by any district member to serve as a district officer; (2) a subsequent deadline by which the nominating committee of each district or region, as applicable, is required to nominate a slate of officers from among those nominated, or from among members of the district or region, as applicable, so identified by the district officers; (3) a deadline by which the distribution of a district officer election ballot is sent to the member cities within each district; (4) a deadline for the return of the ballots to GMA no less than 21 days prior to the date of the Association's Annual Meeting; and (5) the announcement of the election results to member cities within seven days following the deadline for ballots to be returned.

(f) Nothing shall prevent the Board of Directors from amending the adopted procedures and schedule in instances when the Association's Annual Meeting is rescheduled after the initial adoption of the procedures and schedule under this paragraph.

(g) Each member city shall be entitled to cast one vote for the election of district officers. The ballot shall be submitted by an official who affirms in writing on the ballot that he or she is authorized to vote on behalf of the city. Once such ballot is submitted, it shall be considered final and no substitute ballot shall be allowed.

(h) If a candidate for a district officer position resigns, is suspended or removed from the municipal office, abandons the municipal office, ceases to be an official or employee of a member city, or ceases to be qualified to hold that seat on the Board of Directors, after

the date by which ballots have been distributed to the member cities within each district but before the results have been transmitted to the membership, then the remaining current officers of such district shall nominate a slate of officers for nomination including at least one candidate for each district office seat which does not have a candidate within seven days of notification from the Association of such candidate being removed from the ballot. After such updated slate of officers for nomination is developed, the Association may, but is not required to, solicit additional nominations from member cities within the district. Following the creation of such a slate of nominees, new ballots would be immediately sent to the member cities in such district and the Association may be allowed to declare a new deadline for the return of such ballots, if necessary.

Section 4. Nomination of Directors and Officers. Nomination of directors and officers shall be made by a Nominating Committee provided for in Section 2 of Article IX. The Nominating Committee shall submit its nominations to the Board of Directors for approval. The nominations approved by the Board of Directors shall be presented to the membership during the annual business meeting of the Association for final approval. Any person desiring to nominate a director or an officer from the floor at the annual business meeting or a called meeting of the membership must submit a written statement to the President and CEO and Executive Director stating his/her intent to make such a nomination. The written statement must be received no less than fourteen calendar days prior to the date of the membership meeting at which the election will occur. The statement shall include the name and title of the person to be nominated, as well as the position to which the person shall be nominated. The election of officers and directors shall be held at the annual meeting of the Association, provided, however, that should any district of this Association recommend to the Board of Directors their choice for district officers in accordance with Section 3 (c) of Article V, such action shall be binding upon the Board of Directors and the names submitted by the district shall be those submitted by the Board of Directors to the Association at its annual business meeting. District Officers shall succeed automatically to the positions for which they are alternates in case of death, resignation or failure to hold office by their principal.

Section 5. Duties.

(a) **Board of Directors.** It shall be the duty of the Board of Directors to hold and control the property and conduct the lawful business of the Association. The duties of all other officers shall be those prescribed by these Bylaws, or customarily incident to such office, or designated by the Board of Directors. The Board of Directors is authorized and empowered to receive, accept, hold and use on behalf of the Association, and for the purposes provided for in these Bylaws, gifts, grants, donations, devises and bequests of real, personal and mixed property of every kind and description.

(b) **Chief Executive Officer and Executive Director.** The Executive Director is also the Chief Executive Officer and shall manage the affairs of the Association under the general direction of the Board of Directors, and supervision of the President. The title of "CEO and Executive Director" shall be utilized throughout these Bylaws to refer to one position

held by one person. The CEO and Executive Director shall: appoint the various employees of the Association and establish their compensation within the approved budget; be responsible for the proper and efficient management of the Association and such other duties as may be assigned by the Board of Directors; keep accurate records and accounts of all the transactions of the Association, and such accounts shall be audited at the end of each fiscal year by a competent accountant or accountants to be selected by the Board of Directors; prepare an annual budget covering the projected revenues and expenditures of the Association for approval by the Executive Committee; cause accurate minutes to be kept of all meetings of the Association, the Board of Directors and any subcommittee of the Board of Directors, the Executive Committee, the Legislative Policy Council and any other meeting of member representatives where official action is taken; notify the membership of membership meetings; collect and receive all monies due to the Association and keep an accurate account thereof; exercise the usual functions of treasurer; publish the official publication of the Association; and be paid a salary to be fixed by the Officers. The CEO and Executive Director shall furnish a satisfactory surety bond in an amount to be fixed by the Board of Directors, and the premiums on this bond shall be paid out of the funds of the Association.

(c) **President.** The GMA President shall have general supervision and charge of the affairs of the Association. The President shall give such aid and direction to the CEO and Executive Director as may be necessary to carry out the plans and policies of the Board of Directors. The President shall require from the CEO and Executive Director such reports as may be necessary to remain apprised of the affairs of the Association. The President shall preside at the Association's annual business meeting provided for in Article VII, Section 1 of these Bylaws and all meetings of the Board of Directors and Executive Committee, unless the President is unable to attend. In the absence of the President, the next highest ranking officer shall preside.

(d) **First Vice President.** The First Vice President shall assist and aid the President in carrying out the duties of the President, when required, and shall perform such other duties as may be assigned by the President or the Board of Directors. In case of death, resignation, or failure to hold office by the President, the First Vice President shall automatically succeed to the position of President.

(e) **Second Vice President.** The Second Vice President shall perform such duties as may be assigned by the President or the Board of Directors. In case of death, resignation or failure to hold office by the First Vice President, the Second Vice President shall automatically succeed to the position of First Vice President.

(f) **Third Vice President.** The Third Vice President shall perform such duties as may be assigned by the President and Board of Directors. In case of death, resignation or failure to hold office by the Second Vice President, the Third Vice President shall succeed automatically to the position of Second Vice President.

(g) **District Officers.** Duties of each District Officer shall be established by the Board.

Section 6. Meetings of the Board of Directors.

(a) **Annual Meeting.** The Board of Directors shall meet during the Association's annual convention and on at least one other occasion during the year as established by resolution of the Board of Directors.

(b) **Special Meetings.** The Board of Directors shall hold such special meetings as may be called by the President, the CEO and Executive Director, or twenty (20) percent of the directors upon no fewer than ten (10) days written notice to the members of the Board stating the purpose or purposes of such meeting. The location of special meetings shall be established by the Officers of the Association. Only those matters that are within the stated purpose or purposes described in the meeting notice may be considered at a special meeting of the Board of Directors.

(c) **Quorum and Voting.** The presence of a majority of the members of the Board shall constitute a quorum necessary to conduct business at any such meeting. Within 72 hours of an in-person Board meeting, the CEO and Executive Director, following consultation with the President, may arrange for up to five members to attend as full participants via teleconference and count for the purposes of achieving a quorum. The affirmative vote of a majority of the members voting shall be required for the adoption of any motion or resolution by the Board at any meeting of the Board where a quorum is present.

(d) **Meetings by Teleconference.** Meetings of the Board of Directors or any committees of the Board may be conducted by teleconference, including participation in discussions and voting by those attending by teleconference.

ARTICLE VI Sections

Section 1. Sections of the Association may be recognized by the Board of Directors based upon specific, common municipal offices or services and shall operate in accordance with such rules and regulations as may be established by the Board.

ARTICLE VII Meetings

Section 1. Annual Meeting. The annual business meeting of the Association shall be held at the annual convention of the Association or held at such other time and place to be designated by the Board of Directors, which may include holding such annual business meeting virtually. Members shall be notified of the meeting not less than thirty (30) days

and not more than sixty (60) days prior to the meeting. A list showing the name and address of each member eligible to vote at the meeting will be prepared by the CEO and Executive Director and be available for inspection by any member, beginning two days after the meeting notice is given.

Section 2. District Meetings. Each district of the Association shall conduct at least two meetings each year.

Section 3. Special Meetings. Special meetings of the Association may be called by the President, by the Board of Directors, or by not less than any twenty-five (25) member cities upon no fewer than ten (10) days and no more than 60 days written notice mailed to each member of the Association stating the purpose or purposes of such meeting. The location of any special meeting shall be established by the Officers of the Association. Only those matters that are within the purpose or purposes described in the meeting notice may be considered at a special meeting of members. A list showing the name and address of each member eligible to vote at the meeting will be prepared by the CEO and Executive Director and be available for inspection by any member beginning two days after notice is given of the meeting.

Section 4. Quorum. The presence of representatives from ten percent (10%) of the member cities shall constitute a quorum at any meeting of the membership of the Association.

ARTICLE VIII

Voting

Voting at the annual business meeting or any special business meeting of the Association called in accordance with Article VII shall be by such method as declared by the President. A roll call vote may be demanded by a majority of the voting delegates present. Each member municipality shall be entitled to one vote. Each member municipality shall designate, in writing, an elected or appointed official of that municipality to cast the vote on behalf of that municipality; provided, however, that if a municipality fails to designate, in writing, such designated representative, it shall be presumed that the chief elected official of that municipality has been designated to cast the vote on behalf of the municipality. Voting by proxy is authorized, and any member municipality may designate, in writing, an elected official from any other member municipality to vote as the proxy for the designating member municipality. A majority of the votes cast shall be necessary for approval of any motion.

ARTICLE IX Committees

Section 1. Executive Committee.

(a) The President shall appoint, subject to confirmation by the Board of Directors, an Executive Committee to consist of the Officers, all active past presidents of the Association, the chair of the Georgia Municipal Employees Benefit System Board of Trustees and not more than six additional Board members. The Board may empower the Executive Committee to carry out any of the functions of the Board except those required by these Bylaws in Section 4 of Article V.

(b) Meetings of the Executive Committee may be conducted by teleconference, including participation in discussions and voting by those attending by teleconference.

Section 2. Nominating Committee

(a) Nomination of directors and officers shall be made by a Nominating Committee which shall be appointed by the President in consultation with the CEO and Executive Director and composed of not less than five members of the Board of Directors of the Association.

(b) Meetings of the Nominating Committee may be conducted by teleconference, including participation in discussions and voting by those attending by teleconference.

Section 3. Audit Committee

(a) An Audit Committee shall be responsible for selecting an audit firm to conduct annual financial audits of the Association and its component units. Upon completion of the audits, the committee shall meet to receive a presentation of the audits from the audit firm. The President, First Vice President, Second Vice President, Third Vice President, Immediate Past President and members of the executive committee of the Georgia Municipal Employees Benefit System Board of Trustees shall serve on the committee. The President shall chair the committee and at least annually provide a report to the Board of Directors on the results of the annual financial audit.

(b) Meetings of the Audit Committee may be conducted by teleconference, including participation in discussions and voting by those attending by teleconference.

Section 4. Budget Committee

(a) A Budget Committee shall be responsible for recommending the Association's annual general fund budget to the Executive Committee for its consideration and final approval. At least ten days prior to its adoption, the proposed general fund budget shall be sent to

the Board of Directors for review and comment. The committee shall be composed of the Second Vice President, Third Vice President and not less than three and not more than seven additional members of the Board of Directors appointed by the President. The Second Vice President shall chair the committee.

(b) Meetings of the Budget Committee may be conducted by teleconference, including participation in discussions and voting by those attending by teleconference.

Section 5. Investment Committee

(a) An Investment Committee shall be responsible for annually reviewing the GMA Investment Policy and, as necessary, recommending amendments to the policy. Any amendment approved by the committee shall be presented to the Board of Directors for final approval. The committee shall be composed of the Officers of the Association.

(b) Meetings of the Investment Committee may be conducted by teleconference, including participation in discussions and voting by those attending by teleconference.

Section 6. Pension Committee

(a) A Pension Committee shall be responsible for reviewing and taking action on any proposed amendment to the Association's defined benefit retirement plan. Any amendment approved by the committee shall be presented to the Board of Directors for final approval. The committee shall be composed of the President, two members of the Board of Directors appointed by the President, the chair of the Georgia Municipal Employees Benefit System (GMEBS) Board of Trustees, two GMEBS Board members appointed by the GMEBS Board chair and the CEO and Executive Director. The President shall chair the committee.

(b) Meetings of the Pension Committee may be conducted by teleconference, including participation in discussions and voting by those attending by teleconference.

Section 7. Awards Committee

(a) An Awards Committee shall be responsible for selecting inductees for the Association's Municipal Government Hall of Fame based on criteria established by the Board of Directors. The President shall appoint not less than six and not more than nine municipal officials to serve on the committee. At least one but not more than two members of the committee shall be a city manager.

(b) Meetings of the Awards Committee may be conducted by teleconference, including participation in discussions and voting by those attending by teleconference.

Section 8. Standing Policy Committees. The Board may create, dissolve or merge standing policy committees. Any elected or appointed municipal official from a member municipality may be designated as a member of up to two such committees upon request.

Section 9. Advisory Councils.

(a) The Board shall have the power to create Advisory Councils of the Association to provide guidance to the staff, to provide recommendations to the Board, or to oversee implementation of any such guidance or recommendations. The Board shall have the authority to further set the duties and responsibilities of any such advisory council. The Board may continue, discontinue, rename, or otherwise define or redefine existing advisory councils. Once created, the CEO and Executive Director, in consultation with the President, shall have the authority to appoint members of each such advisory council.

(b) The chair of each advisory council shall be appointed by the President and shall serve a two-year term. Elected and appointed municipal officials, as well as non-appointed municipal employees, may be appointed to serve on advisory councils and each of the Association's twelve districts shall be represented by at least one member on each advisory council.

(c) Meetings of advisory councils may be conducted by teleconference, including participation in discussions and voting by those attending by teleconference.

Section 910. Ad Hoc Committees and Task Forces. The President shall appoint ad hoc committees and task forces of the Association as may be deemed necessary for the proper work of the Association.

Section 110. Expenditures. No committee shall create any financial liability for the Association, unless authorized in writing by the CEO and Executive Director.

**ARTICLE X
Legislative Policy Council**

(a) The CEO and Executive Director, in consultation with the President, shall each year appoint a Legislative Policy Council, which shall include, among other members, the Officers of the Association and the chairs of the standing policy committees, to guide the development of the Association's legislative policies. The Council's work program will begin each spring following adjournment of the session of the Georgia General Assembly. The First Vice President shall chair the Council and assume the chairmanship at the start of the Annual Convention while serving as Second Vice President. Elected and appointed municipal officials may be appointed to the Council, and each of the Association's districts shall be represented by at least one member.

(b) Meetings of the Legislative Policy Council may be conducted by teleconference, including participation in discussions and voting by those attending by teleconference.

ARTICLE XI

~~Member Services Advisory Council~~

~~(a) The CEO and Executive Director, in consultation with the President, shall appoint a Member Services Advisory Council each year to provide guidance to the staff on the service needs of the membership and, as necessary, make recommendations to the Board of Directors on service-related matters. The chair of the Member Services Advisory Council shall be appointed by the President and shall serve a two-year term. Elected and appointed municipal officials, as well as city clerks, may be appointed to the Council, and each of the Association's districts shall be represented by at least one member.~~

~~(b) Meetings of the Member Services Advisory Council may be conducted by teleconference, including participation in discussions and voting by those attending by teleconference.~~

ARTICLE XII

Federal Policy Council

(a) The CEO and Executive Director, in consultation with the President, shall appoint a Federal Policy Council each year to provide advocacy on the Association's major federal priorities and build relationships with the members and staff of Georgia's Senators and Congressmen, the White House administration, and federal agencies and officials. The Second Vice President shall chair the Council and assume the chairmanship at the start of the Annual Convention while serving as Third Vice President. Elected and appointed municipal officials may be appointed to the Council, and each of the Georgia Congressional districts shall be represented by at least one member. Other than the chair of the Council, who shall be a full voting member, the Officers shall serve as ex-officio members.

(b) Meetings of the Federal Policy Council may be conducted by teleconference, including participation in discussions and voting by those attending by teleconference.

ARTICLE XIII

~~Children and Youth Advisory Council~~

~~(a) The CEO and Executive Director, in consultation with the President, shall appoint a Children and Youth Advisory Council each year to recommend programs, training, research and other initiatives that should be undertaken by the Association or Georgia City Solutions, Inc., (hereafter GCS) to address the needs of children and youth in Georgia's cities; to provide a forum for city officials to explore opportunities for collaboration between GMA and GCS with agencies and organizations whose mission focuses on assisting children and youth; to foster the exchange of ideas and information on programs that have proven to have had a positive impact on children and youth; and propose legislative policies, as necessary, to the appropriate GMA policy committees that would help cities address children and youth matters.~~

~~(b) The chair of the Advisory Council shall be appointed by the President and shall serve a two-year term. Elected and appointed municipal officials may be appointed to the Council, and each of the Association's twelve districts shall be represented by at least one member.~~

~~(c) Meetings of the Children and Youth Advisory Council may be conducted by teleconference, including participation in discussions and voting by those attending by teleconference.~~

ARTICLE XIV

Municipal Workforce Development Advisory Council

~~(a) The CEO and Executive Director, in consultation with the President, shall appoint a Municipal Workforce Development Advisory Council each year to recommend initiatives should undertake to assist city officials in their efforts to recruit and retain qualified municipal government employees.~~

~~(b) The chair of the Advisory Council shall be appointed by the President and shall serve a two-year term. Elected and appointed municipal officials may be appointed to the Council, and each of the Association's twelve districts shall be represented by at least one member.~~

~~(c) Meetings of the Municipal Workforce Development Advisory Council may be conducted by teleconference, including participation in discussions and voting by those attending by teleconference.~~

ARTICLE XV

~~Equity and Inclusion Advisory Council~~

~~(a) — The CEO and Executive Director, in consultation with the President, shall appoint an Equity and Inclusion Advisory Council each year to oversee the implementation of recommendations included in the January 2022 final report of the Association's Equity and Inclusion Commission, or any subsequent report created by or through the Association related to diversity, equity, inclusion, and belonging (hereafter collectively DEIB) matters, as well as to recommend additional programs, policies, training, research and other initiatives that can be undertaken by the Association or the GMA managed non-profit GCS to assist municipal officials in their efforts to promote DEIB within their city government and community. The role of the Advisory Council shall also be to provide a forum for city officials to explore opportunities for collaboration between GMA, GCS, agencies and organizations whose mission focuses on DEIB; foster the exchange of ideas and information on programs and initiatives that have proven to have had a positive impact on DEIB and propose legislative policies, as necessary, to the appropriate GMA policy committees that would help cities address DEIB matters.~~

~~(b) — The Advisory Council shall have co-chairs who will be appointed by the President and each serve a two-year term. Elected and appointed municipal officials may be appointed to the Council, and each of the Association's twelve districts shall be represented by at least one member.~~

~~(c) — Meetings of the Equity and Inclusion Advisory Council may be conducted by teleconference, including participation in discussion and voting by those attending by teleconference.~~

ARTICLE XVI

Selection of CEO and Executive Director

Section 1.

- (a) When a vacancy occurs in the position of CEO and Executive Director or when the CEO and Executive Director provides notice to the President of his or her intention to retire or resign, the Executive Committee is authorized to appoint a member of the senior staff (or a former senior staff member if needed) to serve as Interim CEO and Executive Director for a period of service not to exceed six months.
- (b) The Association shall retain the services of a professional executive recruitment agency or individual to assist in recruiting and hiring a new CEO and Executive Director. The Association's Director of Human Resources shall issue a request for proposals to appropriate recruitment agencies or individuals, review the proposals, and recommend at least three finalists to the Executive Committee for consideration. The Executive Committee shall review the proposals from the finalists, may interview the finalists, and shall select the successful professional

executive recruitment agency or individual and inform the Board, membership and staff of its choice.

- (c) To ensure a competitive and transparent process, any member of the Executive Committee interested in being considered for the position of CEO and Executive Director shall recuse from selection of the executive recruitment agency or individual and participation on the CEO and Executive Director Search Committee. Any member of the Executive Committee involved in the selection of the executive recruitment agency or individual shall be ineligible to apply for or be a candidate for the position of CEO and Executive Director. This recusal shall be formally recorded in the Executive Committee minutes. Any such individual choosing to become an applicant shall proceed and be treated by the members of the Executive Committee and the CEO and Executive Director Search Committee as any other applicant and shall not be privy to information presented to the Executive Committee or the CEO and Executive Director Search Committee as part of the search process.

Section 2.

- (a) Within ten business days of execution of a contract with the executive recruitment agency or individual, the President shall appoint a CEO and Executive Director Search Committee after inviting members of the Board to express interest in serving on the Committee. The Search Committee members shall include the officers of the Association and, including the officers, shall consist of a diverse group of no less than eight and no more than fifteen individuals. The Search Committee shall include at least three municipal officials from a city with a population of 5,000 or less, one from a consolidated government, and one from a city with a population of 100,000 or greater. At least one committee member shall be a city manager. No city shall have more than one member on the committee.
- (b) The President shall appoint a member of the Search Committee to serve as chair of the Search Committee.
- (c) The Search Committee may meet by conference call or in person and shall be responsible for overseeing the successful completion of the recruitment. The Committee shall timely consider and approve all recruitment materials, schedules, etc., prepared by the executive recruitment agency or individual. The recruitment materials shall enumerate all necessary requirements related to the application, including work experience, education, references and communication with members of the Search Committee.
- (d) The selected executive recruitment agency or individual shall recommend no less than three and not more than eight applicants to the CEO and Executive Director Search Committee for consideration as finalists. The Committee shall then select no less than three and not more than five applicants for personal interview.

- (e) After conducting personal interviews, the Search Committee shall select one candidate to be presented to the full Board for employment as CEO and Executive Director. The President and Search Committee chair shall then negotiate an employment agreement with the recommended candidate. After the employment agreement has been finalized, the Board of Directors shall meet to take action on the recommended candidate. Should the candidate recommended by the Search Committee not be ratified by the Board, the Search Committee shall present another candidate to the Board for consideration within thirty days of the Board's decision to not ratify the original final candidate.

Section 3.

- (a) The Association's Director of Human Resources and such other Association staff as appropriate, acting under the direction of the President and Search Committee chair, shall provide administrative support as necessary to the executive search firm, as well as support the Search Committee in carrying out its duties, administer the contract with the executive recruitment agency or individual, help the President and Search Committee chair negotiate a final employment agreement with the successful candidate and assist in all other material respects with the recruitment and appointment of the successful candidate.
- (b) The Association shall pay the reasonable travel expenses, if necessary, of any Committee members.

ARTICLE ~~XIV~~^{XVII} Amendments

Section 1. These Bylaws may be amended by a two-thirds vote of all member municipalities present at any properly-noticed annual or special meeting, provided a quorum is present. Written notice stating the intent to offer an amendment, as well as the language of the proposed amendment, must be mailed to each member city not less than thirty (30) days prior to the meeting.

The Bylaws may also be altered or amended by an affirmative vote of a majority of those member cities which respond to a mail ballot, when such a mailing is authorized by the Board of Directors, upon such terms and conditions as may be prescribed by the Board. A mailing and mail ballot may be sent by hard copy or electronically.