



CITY OF DAHLONEGA

City Council Meeting Agenda

April 06, 2026, 6:00 PM

Gary McCullough Chambers, Dahlonega City Hall

I. CALL TO ORDER

II. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

III. APPROVAL OF AGENDA

IV. PUBLIC COMMENTS - PLEASE LIMIT TO FOUR MINUTES PER SPEAKER

V. APPROVAL OF MINUTES

- (1.) Off-Site Retreat of February 27 and 28, 2026
Rhonda Hansard, City Clerk
- (2.) Regular Meeting of March 2, 2026
Rhonda Hansard, City Clerk
- (3.) Work Session of March 16, 2026
Rhonda Hansard, City Clerk

VI. APPOINTMENTS, PROCLAMATIONS, AND RECOGNITIONS

- (1.) Appointment/reappointment of the following to the City's Board of Ethics and for each term to be effective immediately and expire on March 31, 2028: Jennifer Spivey (Norton); JoAnne Taylor (Norton); Roman Gaddis (Bagley); Carol Lucker (Bagley); David Baker (Brown); Tom Gordineer (Brown); Joanne Newman (Owens); Dr. Paul Woody (Owens); Wes Pirkle (Shirley); and, Cindy Williams (Shirley)
Sam Norton, Mayor

VII. CITY REPORTS

- (1.) Financial Report - February 2026
Allison Martin, City Manager

VIII. ORDINANCES AND RESOLUTIONS

- (1.) Discussion regarding Enota Street Bus Parking Ordinance
Allison Martin, City Manager
- (2.) Change to Open Container Footprint for the Dahlonega Main Street's First Friday Concert Series 2026
Ariel Alexander, Director, Dahlonega Main Street Program

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.

- (3.) Suspension of enforcement of the City's Open Container Laws within the Hancock Park area for the *2026 Bear on the Square Mountain Festival*, beginning at 8:00 a.m. and concluding at 6:00 p.m. each day on April 17, 2026; April 18, 2026; and, April 19, 2026
Rhonda Hansard, City Clerk
- (4.) Suspension of enforcement of the City's Open Container Laws within the Hancock Park area for the *2026 Sigfest* hosted by UNG Sigma Chi, beginning at 5:00 p.m. and concluding at 8:00 p.m. on April 24, 2026
Rhonda Hansard, City Clerk

IX. CONTRACTS AND AGREEMENTS

- (1.) School to School Project Engineering Design Project Framework Agreement (PFA) with the Georgia Department of Transportation (GDOT) regarding PI 0021605 - SR 60 BU from Indian Drive to Mountain View Drive
Mark Buchanan, City Engineer

X. OTHER ITEMS

- (1.) Portable Generator for Lift Stations
John Jarrard, Water/Wastewater Treatment
Strategic Priority - Infrastructure
- (2.) [Discussion regarding Farmer's Market and potential location\(s\)](#)
[Ariel Alexander, Main Street/DDA Director](#)
Strategic Priority - Communication

XI. STAFF / COUNCIL ANNOUNCEMENTS AND COMMENTS - PLEASE LIMIT TO THREE MINUTES PER SPEAKER

[Clerk Comments](#)

[City Manager Comments](#)

[City Attorney Comments](#)

[City Council Comments](#)

[Mayor Comments](#)

XII. ADJOURNMENT

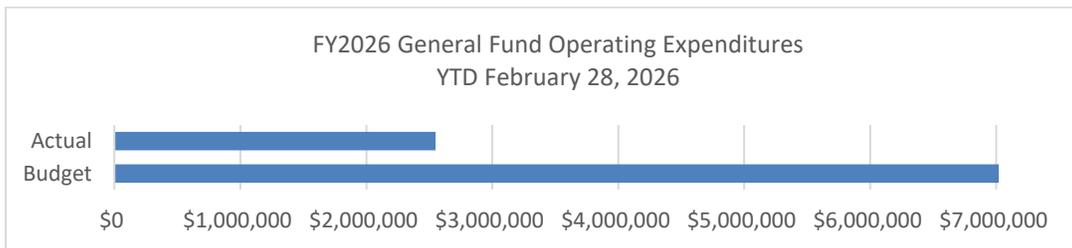
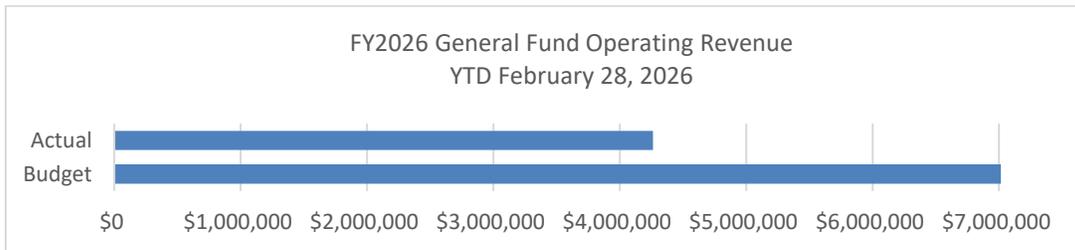


CITY OF DAHLONEGA

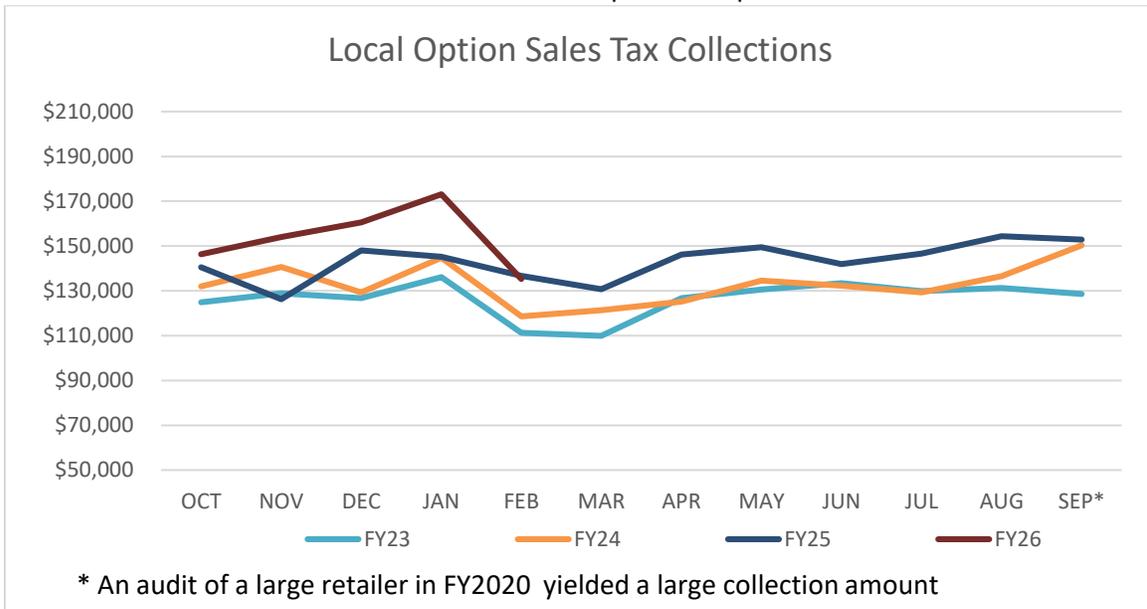
MONTHLY FINANCIAL REPORTS

For the Five Months Ended February 28, 2026

GENERAL FUND



- The annual property tax bills were levied and mailed by the Tax Commissioner on October 20th with a December 20th due date. To date, 83.21% of the 2025 real & personal taxes budgeted have been collected.
- Sales tax collections remain strong and reflect collections 10.4% greater than FY25. The change in State law related to internet sales taxation continues to have a positive impact on our collections.



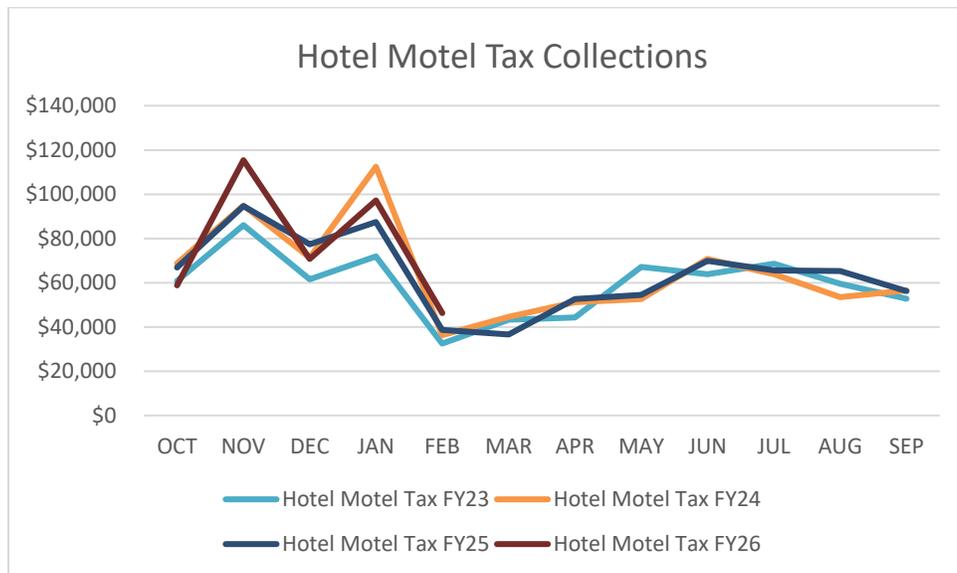
- The annual revenue for Insurance Premium Tax is \$818,605.92, which is 14.0% greater than last fiscal year. This amount is based on a pro-rata population formula.
- Alcoholic Beverage Tax and License revenue collected year-to-date is trending with the prior year.
- Permit revenue collected year-to-date is trending with last year's collections.
- Departments expenditures are in line with budget expectations.

DOWNTOWN DEVELOPMENT AUTHORITY

- Operational results are on track with the budget.

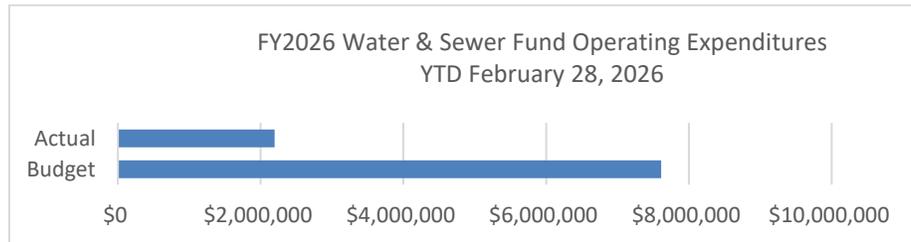
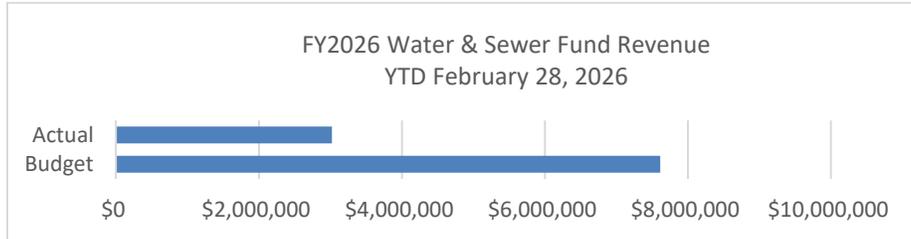
HOTEL/MOTEL TAX FUND

- FY26 is trending 6.4% greater than in the same period in FY25.



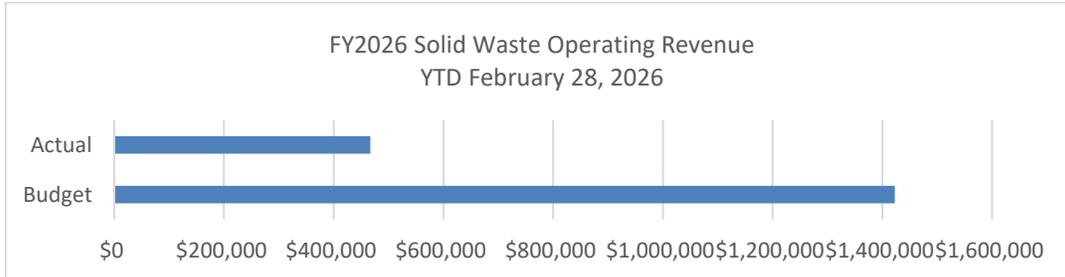
WATER AND SEWER FUND

- Water and sewer sales are trending along with budget projections. Revenue from water sales and sewer charges is 1.03% less than the same period in FY25.
- All department expenses are in line with the budget.



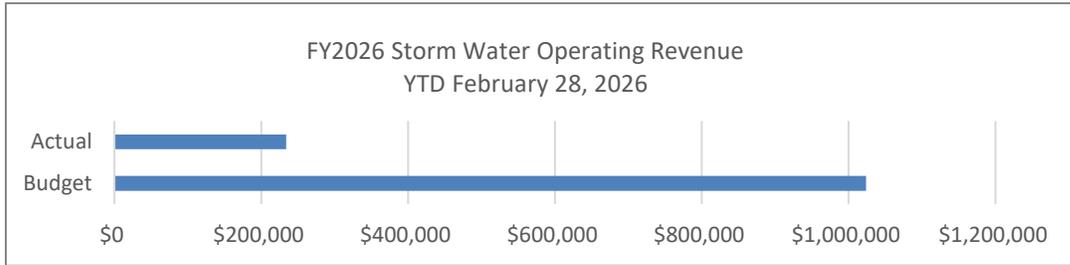
SOLID WASTE FUND

- Refuse Collection Charges are Revenues are 1.85% greater than the prior year.
- Expenses meet budget expectations.

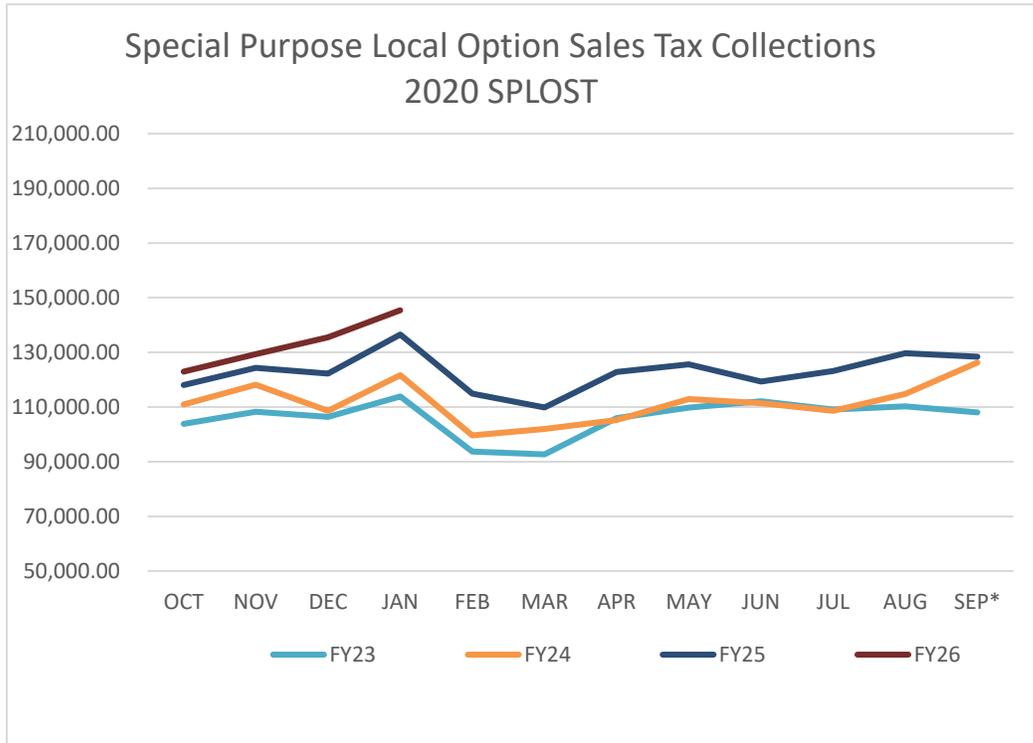


STORMWATER ENTERPRISE FUND

- Transfers In and Indirect Charges reflect a five-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.

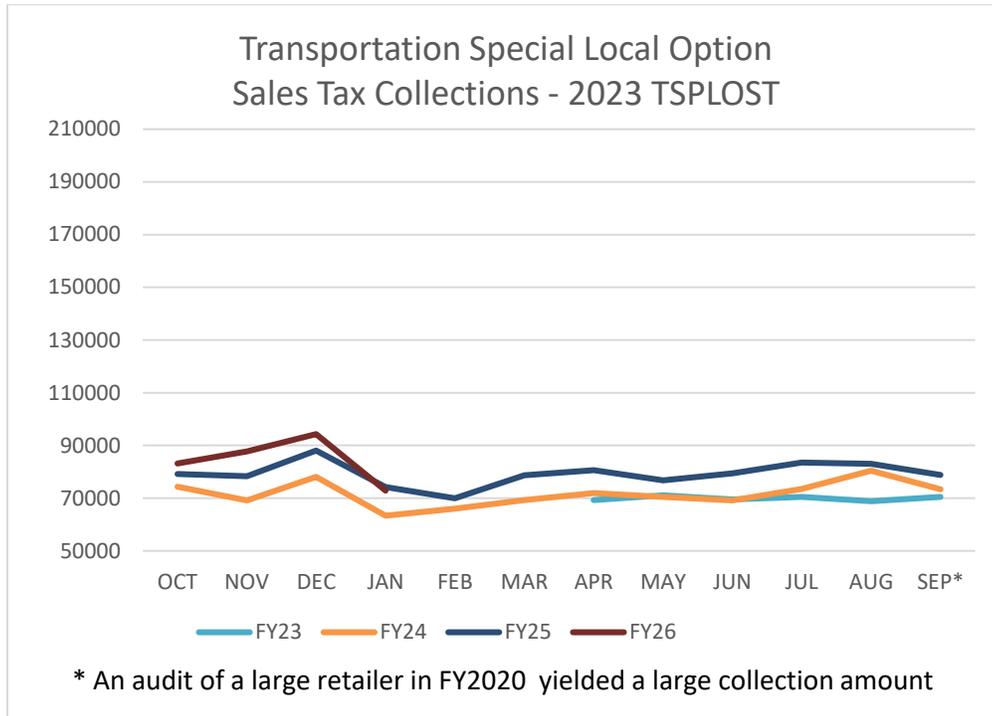


SPLOST FUND



- The current SPLOST continuation referendum has collections which run from April 2020 until March 2026.
- The City receives 21% of the net proceeds.
- Sales tax collections are 9.10% greater than FY25.
- 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

TSPLOST



- 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.
- Sales tax proceeds are 12.24% greater than FY25.
- 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 March 26, 2026)

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 02/28/2026 NORMAL (ABNORMAL)	% BDGT USED
Fund 100 - GENERAL FUND				
	GENERAL PROPERTY TAXES	2,003,717.00	1,776,899.85	88.68
	GENERAL SALES AND USE TAXES	1,712,000.00	622,820.69	36.38
	SELECTIVE SALES AND USES TAXES	178,500.00	91,372.34	51.19
	ALCOHOLIC BEVERAGES LICENSES	134,000.00	127,275.00	94.98
	BUSINESS TAXES	895,039.00	896,690.92	100.18
	PENALTIES AND INTEREST	3,000.00	911.74	30.39
	PERMITS AND FEES	191,500.00	82,544.45	43.10
	INTERGOVERNMENTAL REVENUE	18,985.00	18,828.76	99.18
	CHARGES FOR SERVICES	882,434.00	368,232.70	41.73
	FINES AND FORFEITURES	181,600.00	106,563.63	58.68
	INVESTMENT INCOME	144,732.00	74,419.85	51.42
	CONTRIBUTIONS AND DONATIONS	0.00	0.00	0.00
	MISCELLANEOUS REVENUE	1,500.00	22,319.61	1,487.97
	OTHER FINANCIAL SOURCES	50,000.00	14,000.00	28.00
	OTHER CHARGES FOR SERVICES	10,000.00	13,001.49	130.01
	TRANSFERS IN FROM OTHER FUNDS	112,800.00	47,000.00	41.67
	APPROPRIATED FUND BALANCE	892,146.00	0.00	0.00
	TOTAL REVENUES	7,411,953.00	4,262,881.03	57.51
	LEGISLATIVE	511,656.00	89,610.13	17.51
	EXECUTIVE	325,937.00	145,989.58	44.79
	ELECTIONS	26,600.00	0.00	0.00
	GENERAL ADMINISTRATION	1,195,669.00	470,640.44	39.28
	MUNICIPAL COURT	322,950.00	63,249.13	19.58
	POLICE DEPARTMENT	1,316,519.00	434,741.00	31.97
	PUBLIC WORKS ADMINISTRATION	217,344.00	85,667.55	39.42
	STREETS	1,731,076.00	607,520.53	35.09
	MAINTENANCE AND SHOP	104,272.00	44,136.04	42.33
	CEMETERY	109,290.00	26,244.82	24.01
	PARKS	107,000.00	22,657.41	21.18
	COMMUNITY DEVELOPMENT	330,878.00	115,600.21	34.94
	NON-DEPARTMENTAL	50,000.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	1,062,762.00	442,817.50	41.67
	TOTAL EXPENDITURES	7,411,953.00	2,548,874.34	34.18
Fund 100 - GENERAL FUND:				
	TOTAL REVENUES	7,411,953.00	4,262,881.03	57.51
	TOTAL EXPENDITURES	7,411,953.00	2,548,874.34	34.18
	NET OF REVENUES & EXPENDITURES	0.00	1,714,006.69	3,745.66

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 02/28/2026 NORMAL (ABNORMAL)	% BDGT USED
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY				
	DAHLONEGA 2000	0.00	0.00	0.00
	NON-DEPARTMENTAL	0.00	0.00	0.00
	INTERGOVERNMENTAL REVENUE	0.00	0.00	0.00
	CHARGES FOR SERVICES	1,500.00	1,399.45	93.30
	INVESTMENT INCOME	8,900.00	1,404.74	15.78
	CONTRIBUTIONS AND DONATIONS	4,000.00	500.00	12.50
	MISCELLANEOUS REVENUE	15,900.00	6,320.00	39.75
	TRANSFERS IN FROM OTHER FUNDS	279,330.00	116,387.50	41.67
	APPROPRIATED FUND BALANCE	0.00	0.00	0.00
	TOTAL REVENUES	309,630.00	126,011.69	40.70
	DDA ADMINISTRATION	166,734.00	63,806.52	38.27
	TOURISM	13,500.00	5,241.09	38.82
	DOWNTOWN DEVELOPMENT	129,396.00	35,795.72	27.66
	NON-DEPARTMENTAL	0.00	0.00	0.00
	OTHER COSTS	0.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	0.00	0.00	0.00
	TOTAL EXPENDITURES	309,630.00	104,843.33	33.86
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY:				
	TOTAL REVENUES	309,630.00	126,011.69	40.70
	TOTAL EXPENDITURES	309,630.00	104,843.33	33.86
	NET OF REVENUES & EXPENDITURES	0.00	21,168.36	100.00

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 02/28/2026 NORMAL (ABNORMAL)	% BDGT USED
Fund 275 - HOTEL/MOTEL TAX FUND				
	HOTEL/MOTEL TAXES	720,000.00	388,869.61	54.01
	PENALTIES AND INTEREST	1,500.00	463.02	30.87
	CHARGES FOR SERVICES	0.00	0.00	0.00
	INVESTMENT INCOME	2,400.00	692.41	28.85
	TOTAL REVENUES	723,900.00	390,025.04	53.88
	PURCHASES/CONTRACTED SERVICES	305,550.00	96,918.04	31.72
	OTHER COSTS	0.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	418,350.00	174,312.50	41.67
	TOTAL EXPENDITURES	723,900.00	271,230.54	37.47
Fund 275 - HOTEL/MOTEL TAX FUND:				
	TOTAL REVENUES	723,900.00	390,025.04	53.88
	TOTAL EXPENDITURES	723,900.00	271,230.54	37.47
	NET OF REVENUES & EXPENDITURES	0.00	118,794.50	100.00

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 02/28/2026 NORMAL (ABNORMAL)	% BDGT USED
Fund 505 - WATER AND SEWER ENTERPRISE FUND				
	INTERGOVERNMENTAL REVENUE	20,000.00	24,389.30	121.95
	FINES AND FORFEITURES	0.00	0.00	0.00
	INVESTMENT INCOME	395,582.00	142,188.18	55.89
	CONTRIBUTIONS AND DONATIONS	0.00	0.00	0.00
	MISCELLANEOUS REVENUE	15,000.00	4,319.76	28.80
	OTHER FINANCIAL SOURCES	0.00	0.00	0.00
	WATER CHARGES	3,781,486.00	1,392,662.02	36.83
	TAP FEES - WATER	175,000.00	95,600.00	54.63
	SEWER CHARGES	2,693,069.00	1,057,992.44	39.29
	TAP FEES - SEWER	175,000.00	101,575.00	58.04
	OTHER CHARGES FOR SERVICES	125,870.00	47,018.95	37.36
	TRANSFERS IN FROM OTHER FUNDS	230,807.00	155,000.00	41.67
	APPROPRIATED NET ASSETS	0.00	0.00	0.00
	TOTAL REVENUES	7,611,814.00	3,020,745.65	39.68
	SEWER LIFT STATIONS	340,311.00	97,264.11	27.61
	SEWER TREATMENT PLANT	1,162,557.00	384,159.13	32.41
	DISTRIBUTION AND COLLECTION	1,560,895.00	686,654.90	38.91
	WATER SUPPLY	345,380.00	85,157.79	24.66
	WATER TREATMENT PLANT	2,699,812.00	726,249.79	26.87
	CAPITAL OUTLAYS	1,149,000.00	156,541.61	10.35
	INTERFUND CHARGES	132,353.00	55,147.10	41.67
	DEPRECIATION AND AMORTIZATION	0.00	0.00	0.00
	OTHER COSTS	221,506.00	5,833.33	3.61
	TRANSFERS OUT TO OTHER FUNDS	0.00	0.00	0.00
	TOTAL EXPENDITURES	7,611,814.00	2,197,007.76	26.94
Fund 505 - WATER AND SEWER ENTERPRISE FUND:				
	TOTAL REVENUES	7,611,814.00	3,020,745.65	39.68
	TOTAL EXPENDITURES	7,611,814.00	2,197,007.76	26.94
	NET OF REVENUES & EXPENDITURES	0.00	823,737.89	151.24

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 02/28/2026 NORMAL (ABNORMAL)	% BDGT USED
Fund 540 - SOLID WASTE ENTERPRISE FUND				
	INTERGOVERNMENTAL REVENUE	0.00	0.00	0.00
	CHARGES FOR SERVICES	500.00	300.00	60.00
	INVESTMENT INCOME	20,000.00	3,922.42	19.61
	MISCELLANEOUS REVENUE	2,000.00	926.60	46.33
	OTHER FINANCIAL SOURCES	0.00	0.00	0.00
	OTHER CHARGES FOR SERVICES	7,500.00	4,813.61	64.18
	REFUSE COLLECTION CHARGES	1,094,770.00	466,777.99	42.64
	TRANSFERS IN FROM OTHER FUNDS	0.00	0.00	0.00
	APPROPRIATED NET ASSETS	297,563.00	0.00	0.00
	TOTAL REVENUES	1,422,333.00	476,740.62	33.52
	PERSONAL SERVICES AND EMPLOYEE BENEFITS	535,859.00	224,188.68	41.84
	PURCHASES/CONTRACTED SERVICES	352,200.00	113,134.63	32.12
	SUPPLIES	112,700.00	26,845.87	23.82
	CAPITAL OUTLAYS	300,000.00	243,171.75	81.06
	INTERFUND CHARGES	101,574.00	42,322.50	41.67
	DEPRECIATION AND AMORTIZATION	0.00	0.00	0.00
	OTHER COSTS	20,000.00	0.00	0.00
	DEBT SERVICE	0.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	0.00	0.00	0.00
	TOTAL EXPENDITURES	1,422,333.00	649,663.43	45.68
	Fund 540 - SOLID WASTE ENTERPRISE FUND:			
	TOTAL REVENUES	1,422,333.00	476,740.62	33.52
	TOTAL EXPENDITURES	1,422,333.00	649,663.43	45.68
	NET OF REVENUES & EXPENDITURES	0.00	(172,922.81)	100.00

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 02/28/2026 NORMAL (ABNORMAL)	% BDGT USED
Fund 560 - STORMWATER ENTERPRISE FUND				
	INTERGOVERNMENTAL REVENUE	0.00	0.00	0.00
	INVESTMENT INCOME	15,000.00	3,139.53	20.93
	OTHER CHARGES FOR SERVICES	1,000.00	941.20	94.12
	TRANSFERS IN FROM OTHER FUNDS	186,000.00	77,500.00	41.67
	APPROPRIATED NET ASSETS	473,857.00	0.00	0.00
	STORMWATER UTILITY CHARGES	348,000.00	152,170.57	43.73
	TOTAL REVENUES	1,023,857.00	233,751.30	22.83
NON-DEPARTMENTAL				
	PERSONAL SERVICES AND EMPLOYEE BENEFITS	0.00	0.00	0.00
	PURCHASES/CONTRACTED SERVICES	0.00	31,702.73	100.00
	SUPPLIES	17,000.00	462.50	2.72
	CAPITAL OUTLAYS	1,500.00	51.05	3.40
	INTERFUND CHARGES	410,000.00	519,035.66	41.65
	DEPRECIATION AND AMORTIZATION	595,357.00	248,065.40	41.67
	OTHER COSTS	0.00	0.00	0.00
	TOTAL EXPENDITURES	1,023,857.00	799,317.34	42.97
Fund 560 - STORMWATER ENTERPRISE FUND:				
	TOTAL REVENUES	1,023,857.00	233,751.30	22.83
	TOTAL EXPENDITURES	1,023,857.00	799,317.34	42.97
	NET OF REVENUES & EXPENDITURES	0.00	(565,566.04)	67.63
TOTAL REVENUES - ALL FUNDS				
	TOTAL REVENUES - ALL FUNDS	18,503,487.00	8,510,155.33	45.99
TOTAL EXPENDITURES - ALL FUNDS				
	TOTAL EXPENDITURES - ALL FUNDS	18,503,487.00	6,570,936.74	32.97
	NET OF REVENUES & EXPENDITURES	0.00	1,939,218.59	135.92



City Council Agenda Memo

DATE: 3/27/2026
TITLE: Enota Street Bus Parking Ordinance Discussion
PRESENTED BY: Allison Martin, City Manager
PRIORITY: Strategic Priority - Effectively Manage Growth

AGENDA ITEM DESCRIPTION

Enota Street Bus Parking Ordinance Discussion

HISTORY/PAST ACTION

In 2015, the city council adopted the attached ordinance establishing bus parking on Enota Street and making the change to the flow of traffic based on the recommendation of the city's liability insurance carrier. The street was subsequently marked and signed as designated. Upon completion of the stormwater, sidewalk and paving project on Enota Street, the street was striped for passenger car parking in error. With increasing numbers of bus traffic and large vehicles with tow- behind accessories, the need for these spaces to be available was expressed by law enforcement. It is also safer to have them park in a designated area than be in the downtown area continually searching for and/or taking up parking spaces. The corrective marking has been on the work order list and staff were recently able to make the corrections, which led to renewed discussion over parking on Enota Street. Additional items for discussion are 1) does council wish this to be included in the 3 hour parking inventory, 2) would council want to expand the parking for more than bus – oversized vehicles, and 3) does council wish to restrict to no overnight parking without prior city approval.

FINANCIAL IMPACT

Cost of paint, signs, and labor.

RECOMMENDATION

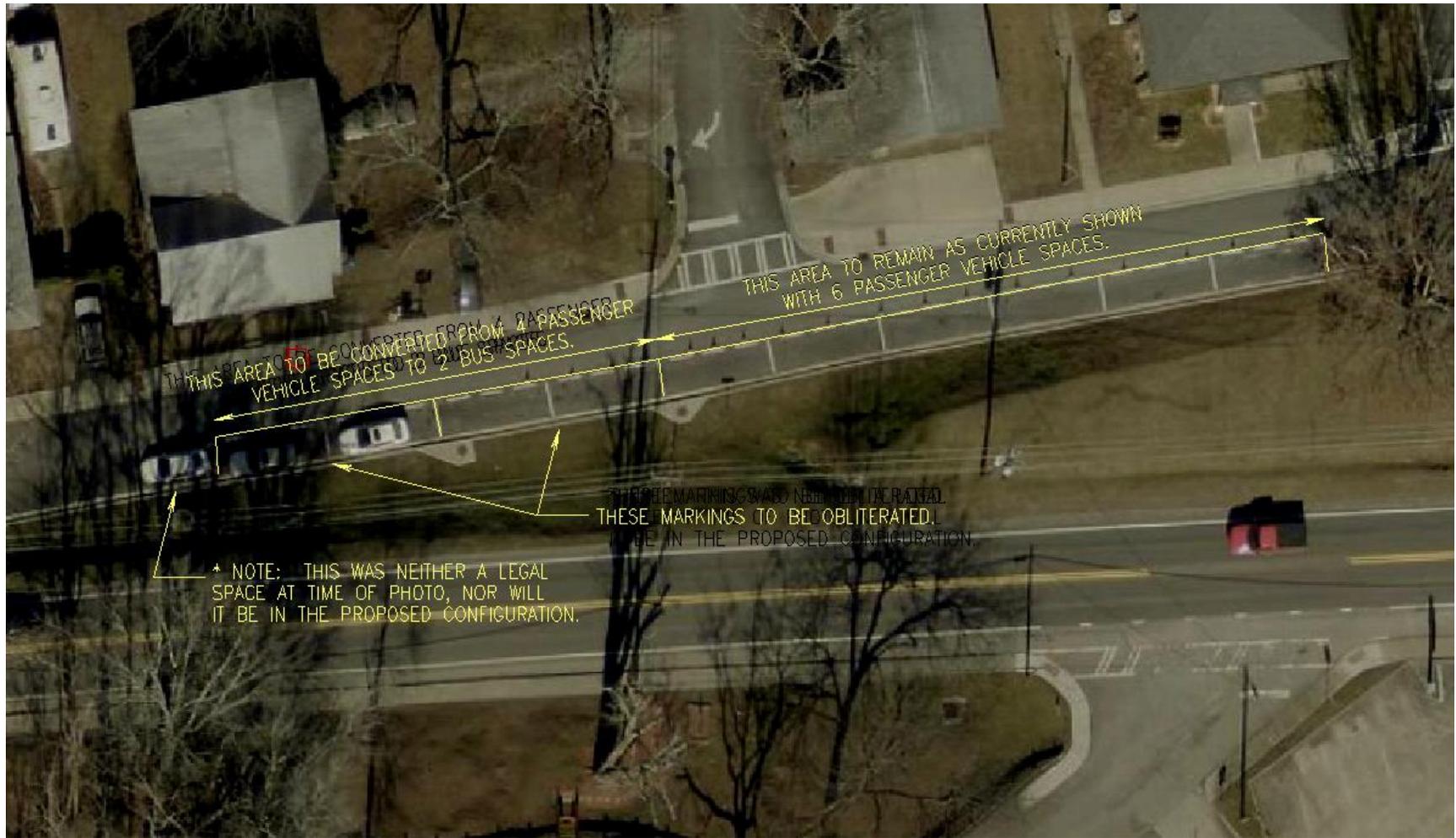
Staff will follow the ordinance as adopted and/or amended by council.

SUGGESTED MOTIONS

n/a

ATTACHMENTS

Sec. 32-88 Bus Parking section only; Ord 2015-10 in its entirety, agenda pkt excerpt, IGA



Sec. 32-88. Bus parking.

- (a) Five short-term bus parking spaces shall be located in the former westbound lane of Enota Drive between Boyd Circle and Short Street. These spaces are not to be used for loading and unloading. These spaces should not be used for regular travel lanes at any time.
- (b) Signage shall be placed in appropriate places as designated by the city engineer or city manager indicating "No left turns," "Dead end ahead," "Do not enter," "Bus parking only," and any other signs which the city engineer or city manager may deem appropriate for the proper and safe flow of traffic.
- (c) Any person failing to abide by these regulations shall be guilty of a civil offense which shall be punishable by a fine of not less than \$150.00 nor more than \$250.00 in the municipal court.

(Ord. No. 2015-10, §§ 2—4, 9-15-2015)

MEMORANDUM

To: Mayor & Council

From: Mark Buchanan

Date: August 20, 2015

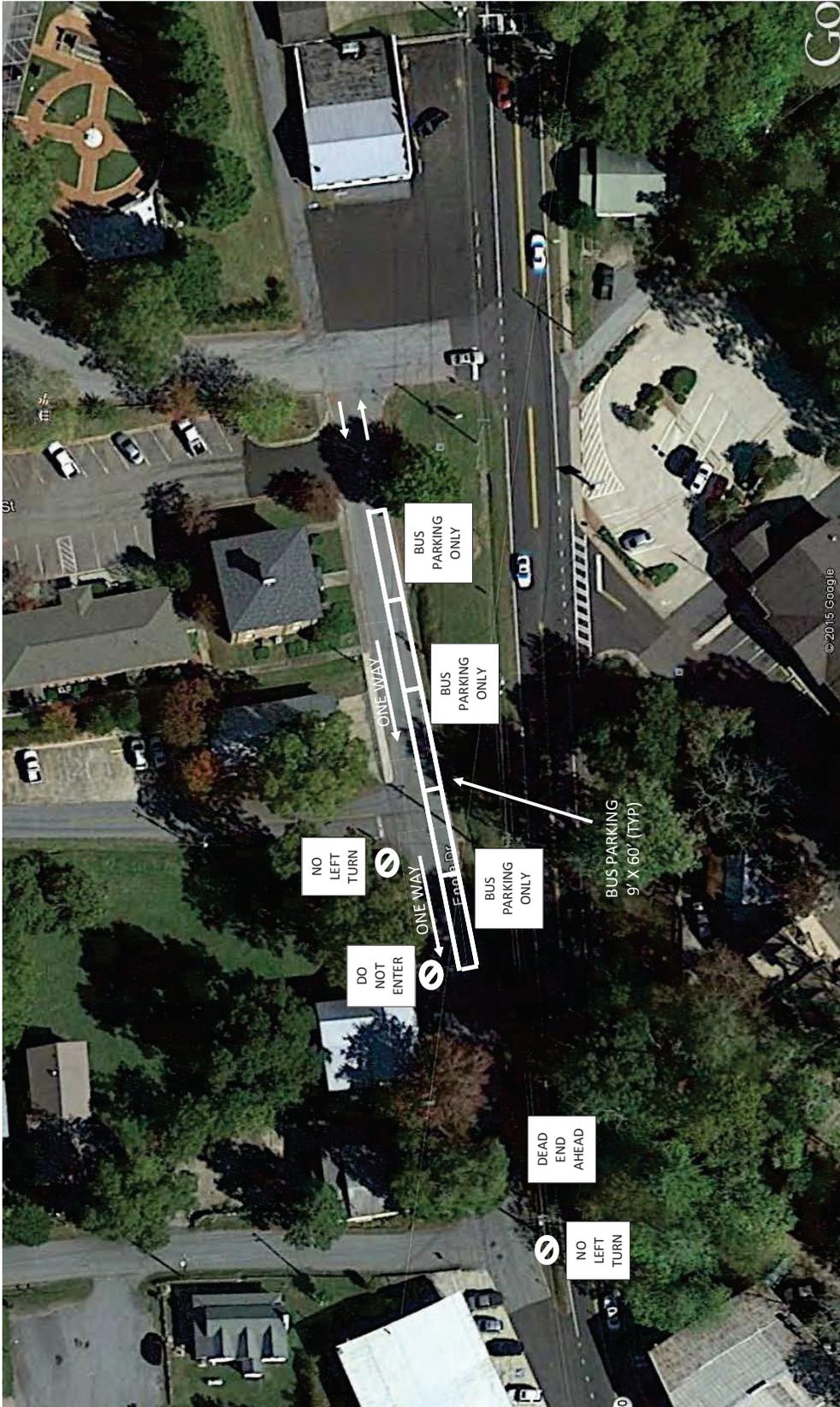
Subject: A Proposal for Bus Parking and Revised Traffic Operations on Enota Drive

City Staff is recommending revisions to Enota Drive as shown in the attached sketch. These changes come after much discussion with the City's Local Government Risk Management Services representative. These changes will provide five short term bus parking spaces. These spaces are not to be used for loading or unloading. The spaces will fill the area that was previously the westbound lane of Enota Drive. Short segments of Enota will remain 2-way; at the west end, allowing access both in and out of County Planning and Zoning and at the east end allowing access in and out of GeoImage. Signage will be placed as indicated in the sketch.

Additionally, a "NO LEFT TURNS" sign is to be placed at the west end of Enota Drive to prohibit this activity. This turn has proven to be difficult for many types of vehicles and would be hazardous in most types of tour buses.

Staff is asking that the City Council please review the sketch and authorize signage and asphalt marking to be installed as shown.

2. Enota Dr Bus Parking



PROPOSED ENOTA DR. UPGRADES AND BUS PARKING

NOT TO SCALE

ORDINANCE 2015- 10

AN ORDINANCE ESTABLISHING BUS PARKING AND REVISED TRAFFIC OPERATIONS ON ENOTA DRIVE; DESIGNATING PORTIONS OF ENOTA DRIVE AS A ONE-WAY STREET, PROVIDING PENALTIES FOR VIOLATIONS AND OTHER PROVISIONS

Be it ordained by the City Council of Dahlonega and it is so ordained by the authority thereof that:

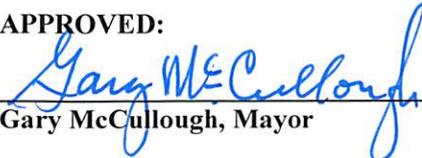
WHEREAS, the City Council of the City of Dahlonega has determined that upon recommendation of the City's Local Government Risk Management Services representative that changes need to occur on Enota Drive with regard to bus parking and traffic flow;

NOW THEREFORE:

1. It shall be unlawful for any vehicle, motorized or unmotorized, to be driven or otherwise operated along the specified section of Enota Drive between Boyd Circle and Short Street in an easterly direction as noticed on posted signs.
2. Five short term bus parking spaces shall be located in the former west bound lane of Enota Drive between Boyd Circle and Short Street. These spaces are not to be used for loading and unloading. These spaces should not be used for regular travel lanes at any time.
3. Signage shall be placed in appropriate places as designated by the City Engineer or City Manager indicating "NO LEFT TURNS", "DEAD END AHEAD", "DO NOT ENTER", "BUS PARKING ONLY" and any other signs which the City Engineer or City Manager may deem appropriate for the proper and safe flow of traffic.
4. Any person failing to abide by these regulations shall be guilty of a civil offense which shall be punishable by a fine of not less than \$150.00 nor more than \$250.00 in the Municipal Court of the City of Dahlonega.
5. All ordinances or resolutions, and parts thereof, in conflict herewith are hereby repealed to the extent of such conflict, and further this Ordinance shall become effective upon the placement of proper signage indicating such traffic changes.

PASSED AND ORDAINED BY THE CITY COUNCIL OF DAHLONEGA, THIS 1ST DAY OF SEPTEMBER, 2015.

APPROVED:



Gary McCullough, Mayor

Attest:



Rebecca Shirley, Acting City Clerk

**INTERGOVERNMENTAL AGREEMENT
LUMPKIN COUNTY — CITY OF DAHLONEGA**

1. Parties. The parties to this Intergovernmental Agreement (the "Agreement") are Lumpkin County, a political subdivision of the State of Georgia (hereinafter referred to as "County"), and the City of Dahlonega, a municipal corporation of the State of Georgia (hereinafter referred to as "City").
2. Property. The Property subject to this agreement is a portion of tax parcel **D11/063** containing a parking lot at the corner of Hill Street and East Main Street in Dahlonega, Georgia, as is further indicated on diagram attached hereto as Exhibit A.
3. Term. The term of this Agreement shall commence on the 15th day of July, 2014, and terminate on the 31st day of December, 2014, inclusive. This Agreement shall automatically renew for successive one year terms unless either party seeking not to renew the Agreement shall provide notice of intent not to renew no later than 30 days prior to the end of the term. However, should either party desire to terminate at any time, notice of termination shall be effective upon thirty days' notice to the other party.
4. Consideration. The Consideration for this Agreement shall be One Dollar (\$1.00) per month, payable by City to County, in advance, on or before the first day of August, 2014, and on the 1st day of each subsequent month during the term of this Agreement.
5. "As Is". The use of the property is on a strictly "as is" basis. County makes no warranties regarding the condition of the Property, and City acknowledges that it has inspected the Property and accepts it in its current condition. The County shall have no responsibility to make any repairs or improvements to the Property.
6. Use. County reserves parking in front of cleaners and access to the side door of the cleaners with a traffic lane 10 (ten) feet in width. City may use remaining Property for any normal and usual parking of any vehicles, although primary use will be for tour bus parking.
7. Subletting. The Property shall not be sublet.
8. Improvements. City shall make no improvements to the Property without the written consent of County, which County may approve or reject in its sole discretion. However, as further consideration for the entry into this agreement, City shall resurface the existing asphalt parking lot depicted on Exhibit A, and stripe the parking spaces in the area not reserved in Paragraph 6 (above) as City may deem consistent with the primary intended purpose to facilitate tour bus parking on the Property. This area shall be referred to as the "Bus Parking Area."

County shall approve the design of any striping plan. Further, City shall modify and improve the existing "curb island" not less than 4 inches high and not more than six inches high at the corner where East Main Street and Courthouse Hill intersect (curb for the purpose of limiting traffic

encroachment of the parking area.) This "curb island" may be decreased in size to provide improved entry to or exit from the parking area, but shall be constructed in accordance with plans approved by both Parties.

9. City's Responsibilities. City shall be responsible for payment of utilities, if any, for the Property, and shall maintain the grounds of the Bus Parking Area in a neat and clean condition, and shall surrender the Property at the end of the Term in good condition.

10. Insurance. City shall maintain casualty and general liability insurance on the Property during the term of this Agreement to the same extent it maintains on its own facilities, and provide a copy of the policy with a certificate of insurance or indemnity certificate in favor of County prior to taking occupancy.

11. Law Enforcement Jurisdiction. The City of Dahlonega is specifically granted code enforcement jurisdiction during the term of this agreement to issue citations for parking in the Bus Parking Area.

12. Notices. Any notices which are required or permitted to be given by either party to the other may be given by personal delivery, or certified mail, return receipt requested, as follows:

TO County:

TO City:

Lumpkin County, Georgia
Attn. County Manager
99 Courthouse Hill
Dahlonega, GA 30533

City of Dahlonega, Georgia
Attn. City Manager
465 Riley Road
Dahlonega, GA 30533

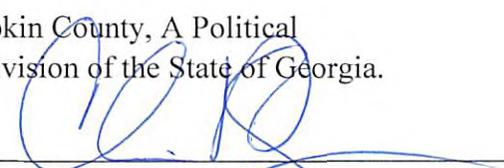
13. Entire Agreement. This Agreement expresses all of the agreements between the Parties, and may be amended only in writing signed by both Parties.

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City:

Lumpkin County, A Political
Subdivision of the State of Georgia.

City of Dahlonega, a Municipal
Corporation of the State of Georgia.

By: 
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

By: 
Gary McCullough, Mayor
City of Dahlonega

Attest: 

Attest:

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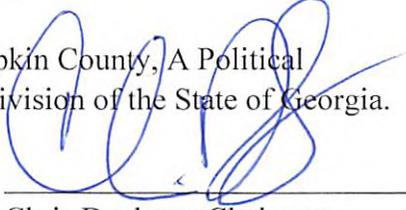
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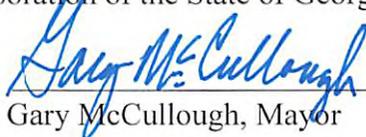
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Corporation of the State of Georgia.

By: 
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

By: 
Gary McCullough, Mayor
City of Dahlonega

Attest:

Attest:



LUMPKIN COUNTY BOARD OF COMMISSIONERS

Doug Sherrill
District 1

Steve Shaw
District 2

Chris Dockery
Chairman

Clarence Stowers
District 3

Clarence Grindle
District 4



August 21, 2014

City of Dahlonega
Attn: Mayor Gary McCullough
465 Riley Rd.
Dahlonega, GA

Dear Mayor McCullough:

Please see the paving proposal stated below for the paving of the parking lot located at the corner of E. Main St. and Hill St. (Classic Cleaners).

Lumpkin County will pave the parking lot at the aforementioned location to include the portion requested by the City for bus parking at a cost of \$5,236. The area to be paved for City use as bus parking is 529 sq. yards. The asphalt will be 2" in depth and 58.2 tons of asphalt will be used. Payment of the \$5,236 will be made by the City of Dahlonega to Lumpkin County upon completion of the project.

The City of Dahlonega and Lumpkin County agree to the terms of this proposal as outlined above.

By:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

By:

Gary McCullough, Mayor
City of Dahlonega



City area 529 sq.yds.

County area 342 sq.yds.



CERTIFICATE OF COVERAGE

ISSUE DATE (mm/dd/yyyy)

07/16/2014

ADMINISTRATOR: 404-224-5000 FAX 404-224-5001 meghan.murray@willis.com

Willis Insurance Services of GA, Inc.

Concourse Corporate Center Five

18th Floor

Atlanta, GA 30328

NAMED MEMBER

City of Dahlonega

465 Riley Road

Dahlonega, GA 30533

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANY AFFORDING COVERAGE

COMPANY A: Georgia Interlocal Risk Management Agency (GIRMA)

COMPANY B:

THIS IS TO CERTIFY THAT THE COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE AGREEMENT PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	DEDUCTIBLE	
A	GENERAL LIABILITY	DA-2	05/01/2014	05/01/2015	EACH OCCURRENCE	\$1,000,000	\$25,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$1,000,000	\$25,000
	<input checked="" type="checkbox"/> OCCURRENCE				MED EXP (Any one person)	EXCLUDED	
	<input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES per POLICY				PERSONAL & ADV INJURY	\$1,000,000	\$25,000
					GENERAL AGGREGATE	UNLIMITED	
					PRODUCTS-COMP/OP AGG	\$5,000,000	\$25,000
					LAW ENFORCEMENT LIAB.	\$1,000,000	\$25,000
A	AUTOMOBILE LIABILITY	DA-2	05/01/2014	05/01/2015	COMBINED SINGLE LIMIT	\$1,000,000	\$25,000
	<input checked="" type="checkbox"/> ALL AUTOS				BODILY INJURY (per person)	\$	\$
	<input checked="" type="checkbox"/> GEORGIA FLEET				BODILY INJURY (per accident)	\$	\$
	<input checked="" type="checkbox"/> HIRED AND NON-OWNED				PROPERTY DAMAGE (per accident)	\$	\$
A	AUTOMOBILE PHYSICAL DAMAGE	DA-2	05/01/2014	05/01/2015		ALL VEHICLES	\$
	<input type="checkbox"/> NO COVERAGE				<input checked="" type="checkbox"/> SELECTED VEHICLES	\$2,500	
	<input type="checkbox"/> NO VEHICLES OWNED						
	PUBLIC OFFICIALS LIABILITY						
	EMPLOYEE BENEFIT LIABILITY						
A	CRIME	DA-2	05/01/2014	05/01/2015		\$500,000	\$25,000
	<input checked="" type="checkbox"/> BLANKET BOND					\$500,000	\$25,000
	<input checked="" type="checkbox"/> DEPOSITORS FORGERY					\$500,000	\$25,000
	<input checked="" type="checkbox"/> MONEY & SECURITIES					\$500,000	\$25,000
	PROPERTY						
	<input type="checkbox"/> BUILDINGS & CONTENTS, including EDP						
	<input type="checkbox"/> MOBILE EQUIPMENT						
	<input type="checkbox"/> BOILER AND MACHINERY						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Evidence of Coverage with respects to the use of the parking lot located at Hill Street and East Main Street in Dahlonega, GA.

CERTIFICATE HOLDER

CANCELLATION

Lumpkin County
Attn: County Manager
99 Courthouse Hill
Dahlonega, GA 30533

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Meghan Murray

By: Willis Insurance Services of GA, Inc.

DISCLAIMER

This Certificate of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or administrator, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**INTERGOVERNMENTAL AGREEMENT
LUMPKIN COUNTY — CITY OF DAHLONEGA**

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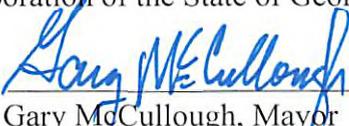
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Corporation of the State of Georgia.

By: 
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

By: 
Gary McCullough, Mayor
City of Dahlonega

Attest:

Attest:

LOCAL GOVERNMENT RISK MANAGEMENT SERVICES, INC.

3500 Parkway Lane, Suite 110 · Norcross, Georgia 30092
678-686-6279 · 800-650-3120 · Fax 770-246-3149



Providing Loss Prevention,
Loss Control & Health
Promotion Services for
Local Governments

Property & Liability Risks
Employee Safety
Health & Wellness

September 10, 2014

The Honorable Gary McCullough
Mayor of City of Dahlonega
City of Dahlonega
465 Riley Rd
Dahlonega, GA 30533-0810

Dear Mayor McCullough:

The purpose of my visit on August 29, 2014, was to get to know the operations of all or some of your departments and review existing safety and loss control efforts. The protection of your employees, residents, facilities, financial strength, and the general public are the key results of an effective approach to safety and loss control.

As a result of my visit, some recommendations are attached which should help to improve your safety and loss control programs. I do understand that any given recommendation might be implemented very quickly or could require a longer time period due to the budgeting and planning process. I would ask you to review these recommendations, outline your plan of action to accomplish, and respond in writing by October 20, 2014.

I want to thank you and your staff for the time spent with me. If you have any questions, please contact me at (678) 536-4366. You may also contact LGRMS direct at 1-800-650-3120 for additional help.

Sincerely,

Steven Shields
Field Representative

Enclosures

c: Mr. Ricky Stewart, Safety Coordinator
Mr. Bill Lewis, Interim City Manager

NOTE: These recommendations are advisory and limited to the items mentioned herein. Compliance with these suggestions does not imply that your workplace, operation, or equipment are safe or healthful or in compliance with any safety health law or regulation.

LGRMS Field Report

DATE: August 29, 2014	CONDUCTED BY: Steven Shields
CONTACT: Gary McCullough	PHONE:
TITLE: Mayor	FAX:
MEMBER: DAHLONEGA	EMAIL: garymac@windstream.net
ADDRESS: 465 Riley Rd Dahlonega, GA 30533-0810	

NOTE: The Rec # is now auto-assigned as recommendations are made. This report groups recommendations by department which may result in non-sequential Rec #'s on this report.

REC #	BRIEF DESCRIPTION OF RECOMMENDATION	DATE/RESPONSE
-------	-------------------------------------	---------------

NEW RECOMMENDATIONS:

General

2014-8-1

The city should not use the parking lot in question for bus parking due to the high liability exposure it would create.

Having buses back into a city street creates a large liability exposure, to reduce this exposure any bus parking area should be configured where the tour bus would pull in and then pull out without ever having the bus to back up. Different solutions were discussed with the City Attorney to meet this requirement.

NOTE: These recommendations are advisory and limited to the items mentioned herein. Compliance with these suggestions does not imply that your workplace, operation, or equipment are safe or healthful or in compliance with any safety health law or regulation.



City Council Agenda Memo

DATE: March 24, 2026
TITLE: Change to Open Container Footprint for the Dahlonega Main Street's First Friday Concert Series 2026
PRESENTED BY: Ariel Alexander, Director, Dahlonega Main Street Program

AGENDA ITEM DESCRIPTION

Proposal to suspend the enforcement of open containers in a specific area at the Main Street First Friday Concerts so that attendees may carry their alcoholic beverages within the proposed location for the dates of May 1, June 5, July 3, August 7, September 4, and October 2, 2026, from 4:00 p.m. to 9:00 p.m.

HISTORY/PAST ACTION

In 2025, the Dahlonega City Council voted to approve a change to the open container footprint to allow alcoholic beverages to be served in Hancock Park for the 2025 First Friday Concert Series. Staff monitored the program and, in January 2026, created an operational policy to streamline the vendor application process and ensure compliance with park requirements. The operational policy covers items such as serving in clear plastic cups, time to stop serving, and application deadlines.

Staff updated this memo from the original presented to City Council on March 16, 2026, to edit the suggested motion to suspend enforcement of open container laws only for those drinks served by the approved vendor. This will allow staff an enforcement tool for those bringing in drinks not in approved containers.

FINANCIAL IMPACT

Staff recommend having one Dahlonega Police Department officer present at each event to ensure compliance and safety. The vendor will not be responsible for this cost.

RECOMMENDATION

Staff recommend suspending the appropriate ordinances for this event.

SUGGESTED MOTIONS

I make a motion to suspend enforcement of the open container laws of the City of Dahlonega, including but not limited to the following: The Code of the City of Dahlonega, Georgia, Chapter 22, Article II, Section 22-32, Section 22-33, Section 22-34, and Section 22-35, within the geographical area designated by the Dahlonega Main Street Program for alcohol sales and consumption during the First Friday Concert Series. This suspension shall apply solely to alcoholic beverages purchased from and served by the officially approved provider(s)

authorized by the City for the event. No outside alcohol shall be permitted within the designated boundary. The duration of the suspension shall run concurrently with each approved event date and time.

ATTACHMENTS

First Friday Concert Series Event Map – note no streets closed & minimal parking closures

Main Street Program First Friday Concert Series Open Container Boundary

May 1, June 5, July 3, August 7, September 4, October 3, 2026,
from 4:00 P.M. to 9:00 P.M.





City Council Agenda Memo

DATE: 3/16/2026

TITLE: Suspension of enforcement of the City's Open Container Laws within the Hancock Park area for the 2026 Bear on the Square Mountain Festival, beginning at 8:00 a.m. and concluding at 6:00 p.m. each day on April 17, 2026; April 18, 2026; and, April 19, 2026

PRESENTED BY: Rhonda Hansard, City Clerk

PRIORITY: Select a Priority

AGENDA ITEM DESCRIPTION

Staff requests Council's direction regarding the temporary suspension of enforcement of the City's Open Container Laws within the Hancock Park area during the *2026 Bear on the Square Mountain Festival*. The proposed suspension would be in effect from 8:00 a.m. until 6:00 p.m. on April 17, 2026; April 18, 2026; and, April 19, 2026.

The City Clerk's Office has received and reviewed all required documentation associated with this request, including the Request for Temporary Special Event Alcohol License; an event footprint identifying the area where alcoholic beverages will be served (Exhibit "A"); and, the Event Permit Application Request. Staff has verified that all submitted materials have been properly completed.

HISTORY/PAST ACTION

This is an annual festival that Council has previously approved.

FINANCIAL IMPACT

The City requires a \$100 per day fee for the Temporary Special Events Alcohol License; this event will last three days (\$300).

RECOMMENDATION

Suspend enforcement of the City's Open Container Laws within the Hancock Park area as presented.

SUGGESTED MOTIONS

Motion to suspend enforcement of the City's Open Container Laws, including but not limited to The Code of the City of Dahlonega, Georgia, Chapter 22, Article II, Section 22-32, Section 22-33, Section 22-34, and Section 22-35 within the Hancock Park area as depicted on the *Festival and Alcohol Area Map* for the 2026 Bear on the Square Mountain Festival, beginning at 8:00 a.m. and concluding at 6:00 p.m. each day on April 17, 2026; April 18, 2026; and, April 19, 2026.

ATTACHMENTS

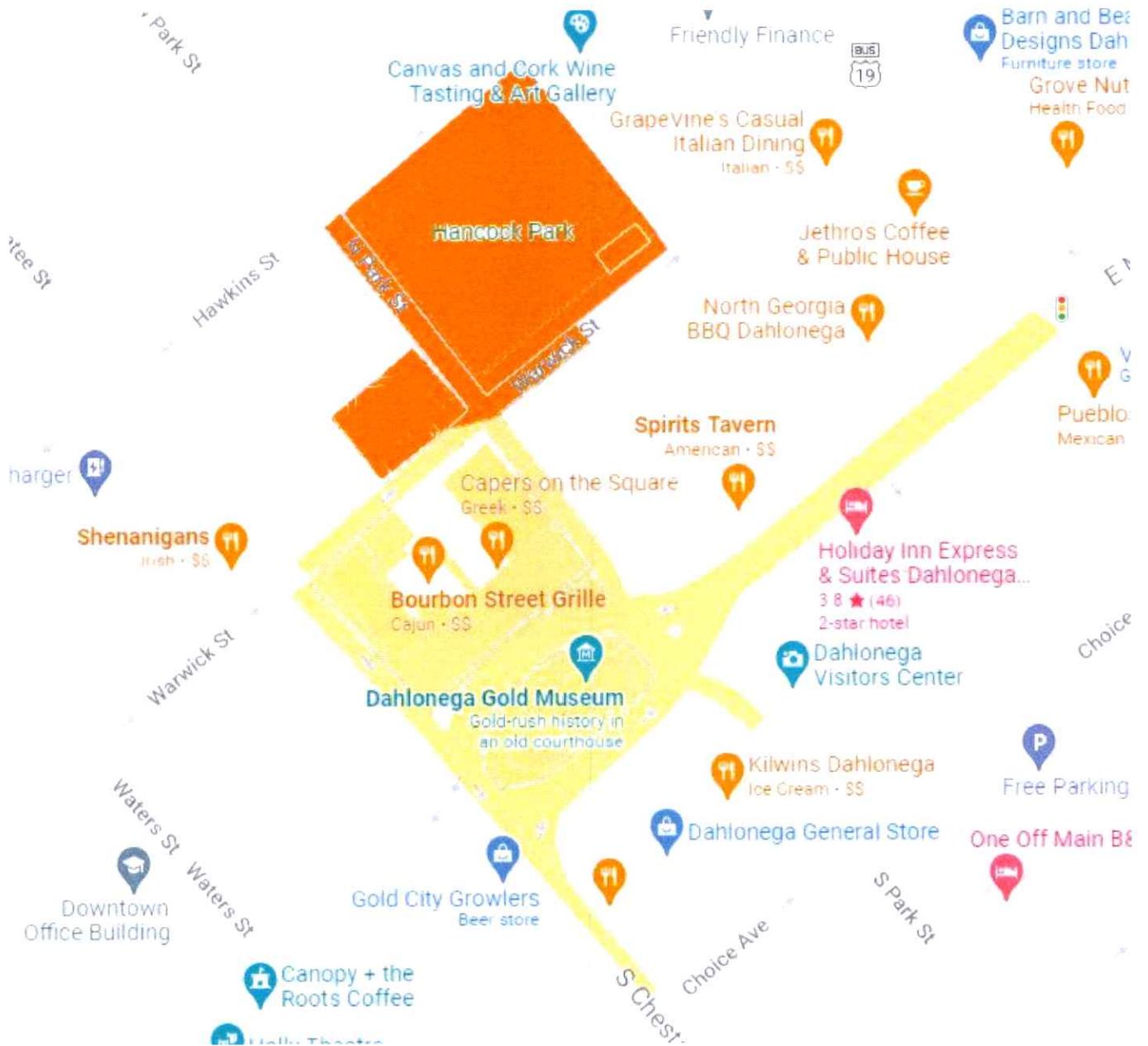
Festival and Alcohol Area Map

PBear on the Square Festival and Alcohol Area Map

Exhibit A

Festival footprint highlighted in yellow.

Alcohol area highlighted in orange.



Main Street traffic will be able to make a right turn onto S Chestatee. The northbound side of S Chestatee will be blocked at Choice Ave.

Warwick St will be temporary 2-way traffic between N Chestatee and Waters.



City Council Agenda Memo

DATE: 3/16/2026
TITLE: Suspension of enforcement of the City's Open Container Laws within the Hancock Park area for the 2026 *Sigfest* hosted by UNG Sigma Chi, beginning at 5:00 p.m. and concluding at 8:00 p.m. on April 24, 2026
PRESENTED BY: Rhonda Hansard, City Clerk
PRIORITY Select a Priority

AGENDA ITEM DESCRIPTION

Staff requests Council's direction regarding the temporary suspension of enforcement of the City's Open Container Laws within the Hancock Park area during the 2026 *Sigfest*. The proposed suspension would be in effect from 5:00 p.m. until 8:00 p.m. on April 24, 2026.

The City Clerk's Office has received and reviewed the required documentation associated with this request, including the Request for Temporary Special Event Alcohol License; an event footprint identifying the area where alcoholic beverages will be served (Exhibit "A"); and, the Event Permit Application Request. Staff have verified that all submitted materials have been properly completed; however, the applicant has informed the Clerk's Office that the required general liability insurance cannot be obtained until a City-approved agreement is in place.

The original application submitted was for the rental of Hancock Park. Upon review by the City Manager, it was determined that the applicant should instead complete an Event Permit Application due to the proposed use and scope of the event as well as the event's expected growth. Attendance is estimated at 250-300 people, and a standard Park Rental Application allows only the use of the pavilion and an area extending twenty feet from the pavilion. In 2025, attendance at this event exceeded the estimate and City staff received noise complaints from surrounding property owners during the event.

Additionally, the applicant seeks to have City staff place fencing around the Park to restrict access to ticket holders and to provide a barrier between the stage and the audience; the City does not own fencing to accommodate this request. The proposed event will also require the use of parking spaces located around the Park.

Council review for determination of whether to allow the event in the Park and whether the Park's current capacity can adequately accommodate an event of this size is requested. Should the event be conditionally approved pending insurance, staff requests that the following conditions be placed on the event: 1.) There shall be no ticket sales for this event; 2.) The event sponsor will provide a minimum of 5 off-duty officers for the duration of the event plus 30 minutes before/after the event; 3.) The event sponsor will provide six portable toilets and two handwashing stations for this event; 4.) There shall be no fencing installed in or around Hancock Park; and, 5.) No parking / roads will be closed for event.

HISTORY/PAST ACTION

On March 4, 2019, the Council approved a fraternity event hosted by the Theta Epsilon Chapter of Sigma Chi, allowing alcoholic beverages to be served within the confines of Hancock Park. Staff's review of Council Minutes from 1991 through 2025 revealed no other references to "Sigma Chi" or "Sigfest".

FINANCIAL IMPACT

The City requires a \$50 per day fee for the Off-Premises Alcoholic Beverage Catering Permit; this event will last one day (\$50).

RECOMMENDATION

Denial

SUGGESTED MOTIONS

ATTACHMENTS

2026 Festival and Alcohol Map

UNG SIGMA CHI SIGFEST CONCERT OPEN CONTAINER BOUNDARY AND LAYOUT

APRIL 24th, 2026, 5-8P.M.

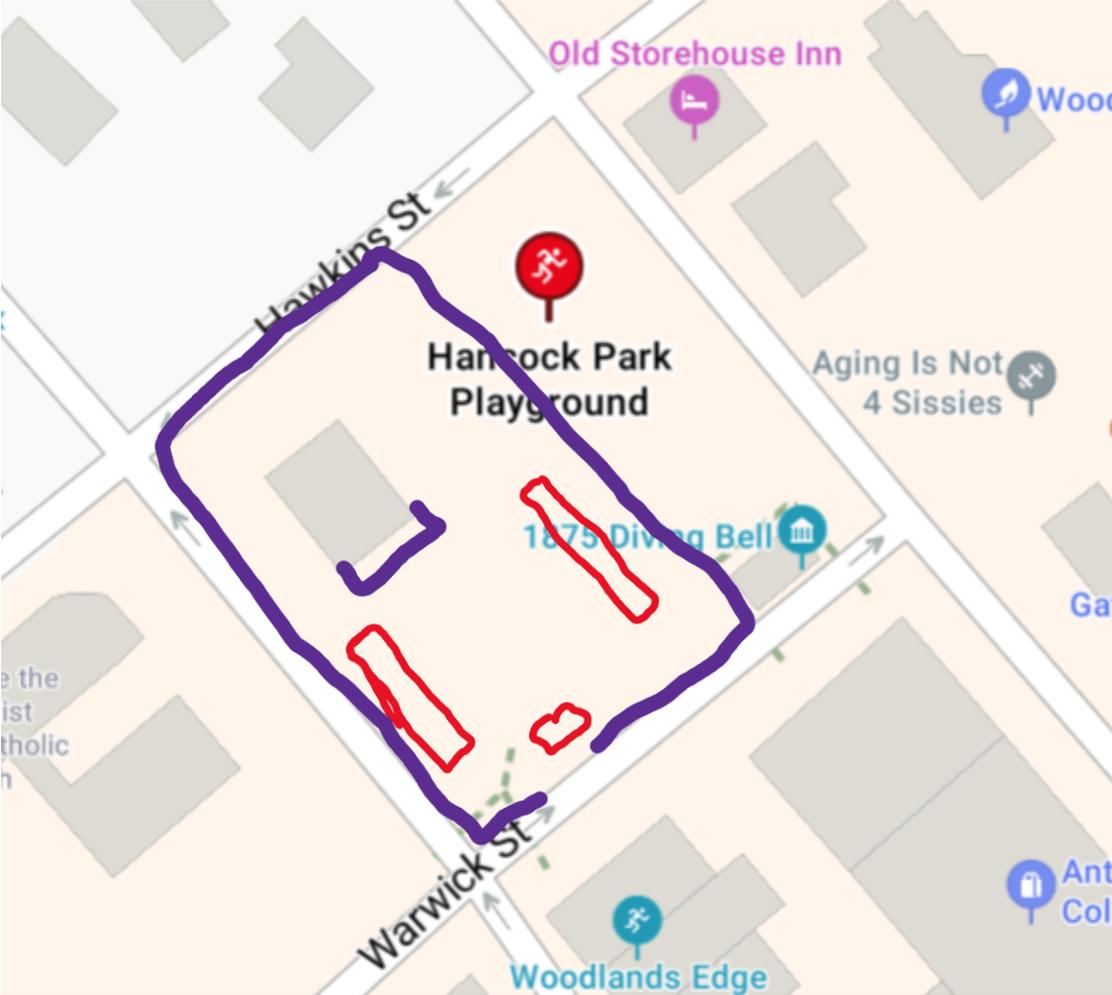
Outer Purple Line – Open Container Boundary

Inner Purple Line – Fence needed to separate stage from bands

Red Box on Left – Space for vendors

Red Box on Right – Space for Public House food/alcohol

Red Box by entrance – Ticket checkpoint





City Council Agenda Memo

DATE: March 6, 2026
TITLE: School to School Project Engineering Design Project Framework Agreement (PFA)
PRESENTED BY: Mark Buchanan, City Engineer
STRATEGIC PRIORITIES: Infrastructure

AGENDA ITEM DESCRIPTION:

This item includes the Project Framework Agreement, of PFA, between the City and the Georgia Department of Transportation for the project previously discussed and more commonly referred to as the "School to School Sidewalk". This project will include a sidewalk from LC Middle School to LC High School along GA60 Business. Intersection improvements are also planned that may include roundabouts at School Drive (the lower Middle School entrance) and Indian Drive at the High School. The PFA lays out some of the roles and responsibilities of both parties, along with anticipated required financial contributions from each. At this time, ONLY preliminary engineering funds are authorized. Additional items including construction, utilities and potential right-of-way acquisition will be discussed at a later date.

HISTORY/PAST ACTION:

This project has been briefly discussed at previous work sessions.

FINANCIAL IMPACT:

The total engineering estimate is currently \$950,000. This agreement puts 20% of the burden, or \$190,000, on the City.

RECOMMENDATION:

Staff recommends execution of the attached PFA.

SUGGESTED MOTIONS:

"...motion to approve execution of the attached Project Framework Agreement for PI 0021605, SR60 Business from Indian Drive to Mountain View Drive".

ATTACHMENTS:

0021605 Project Framework Agreement
0021605 Preliminary Engineering Funding Authorization

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
FEDERAL-AID PROJECT AGREEMENT**

RECIPIENT: 13-Georgia **FEDERAL PROJECT NO:** 0021605
UEI (SAM): DEKQU1ZMTF89 **RECIPIENT PROJ. NO(S):** 0021605

1. The State through its department of transportation, or other recipient, has complied, or hereby agrees to comply, with the applicable terms and conditions set forth in (a) Title 23, U.S. Code, highways; (b) The regulations issued pursuant thereto, and the policies and procedures promulgated by the Federal Highway Administration; and (c) All other applicable federal laws and regulations. 2. The State, or other recipient, stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the provisions set forth in 23 CFR 630.112. These provisions incorporate by reference all other federal laws and regulations pertaining to the project or the activity for which the funds are obligated. Solely for the purposes of emphasis, such applicable provisions include, but are not limited to, the requirements of Appendix A to 2 CFR Part 170—Award terms for Reporting subaward and executive compensation information, and 2 CFR 200, including for those funds for which such amount will be subawarded to a subrecipient, 2 CFR 200.331.3. Relative to the above designated project, the FHWA has authorized certain work to proceed as evidenced by the date entered opposite the specific item of work. For such authorized work, the federal funds obligated or advance-construction authorized, are not to exceed the amount shown herein. The balance of the estimated total project cost is an obligation of the State or other direct recipient. 4. Such authorization of Federal funds extends only to project costs incurred by the State, or other recipient, following Federal Highway Administration’s authorization to proceed with the project.

PROJECT TITLE: SR 60BU FROM INDIAN DRIVE TO MOUNTAIN VIEW DRIVE, PE
PROJECT DESCRIPTION: SR 60BU FROM INDIAN DRIVE TO MOUNTAIN VIEW DRIVE, PE
DUNS#:
SUBRECIPIENT PROJECT: No
SUBRECIPIENT UEI (SAM):
SUBRECIPIENT NAME:
PROJECT END DATE: 02/28/2031

CLASSIFICATION OF PHASE OF WORK TO BE PUT UNDER AGREEMENT	EFFECTIVE DATE OF AUTHORIZATION
HIGHWAY PLANNING & RESEARCH	
PRELIMINARY ENGINEERING	02/26/2026
RIGHT-OF-WAY	
CONSTRUCTION	
OTHER	

PROGRAM CODE	FAIN	URBAN/ WITH	TOTAL COST	FEDERAL SHARE	FEDERAL FUNDS UNDER AGREEMENT	ADVANCED CONST. FUNDS
Y307	693JJ22630000Y307GA0021605		\$950,000.00	80.00%	\$760,000.00	\$0.00
TOTAL			\$950,000.00		\$760,000.00	\$0.00

ESTIMATED TOTAL COST: \$950,000.00
TOTAL AUTHORIZED FOR PROJECT: \$760,000.00

GEORGIA DEPARTMENT OF TRANSPORTATION

AVAILABLE FUNDS CERTIFIED BY: Raquel Diaz DATE: 02/25/2026
APPROVED AND REQUESTED BY: Walter Taylor DATE: 02/25/2026
AGRMT/MODIFY REQUESTED BY: Raquel Diaz DATE: 02/25/2026

FEDERAL HIGHWAY ADMINISTRATION

PROJECT INFORMATION REVIEWED BY: Rachel Weil DATE: 02/25/2026
APPROVAL RECOMMENDED BY: Aaron Hernandez DATE: 02/26/2026
APPROVED AND AUTHORIZED BY: Ann-Marie Day DATE: 02/26/2026

RECIPIENT REMARKS: INITIAL REQUEST FOR PE AUTHORIZATION

FHWA REMARKS:



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

March 3, 2026

PI No. 0021605, Lumpkin County
SR 60 BU from Indian Drive to Mountain View Drive

Honorable Mayor Sam Norton
City of Dahlonega
465 Riley Road
Dahlonega, GA 30533-0810
Attention: Mark Buchanan, City Engineer and Public Works Director

Dear Mayor Norton:

Attached is the Project Framework Agreement (PFA) detailing Preliminary Engineering commitments for the above referenced project.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. An electronic copy of the fully executed agreement will be sent for your project file. As referenced in the PFA, additional Specific Activity Agreements for Right of Way, Utility Relocation, and Construction will be sent at the appropriate time, if required.

If you have any questions about items contained in this agreement, please contact the Project Manager, Michael Lawing, at 678-728-9056.

Sincerely,

Kimberly W. Nesbitt
State Program Delivery Administrator

AV FB

KWN:CCV:MSL:MSL
Attachment(s)

cc: Honorable Joseph Stein, State Transportation Board Member, Congressional District 7
Albert V. Shelby III, Director of Program Delivery
Jason Dykes, District 1 Engineer
Justin Lott, District 1 Preconstruction Engineer
Elizabeth Johnson, District 1 Planning & Programming Liaison

**PROJECT FRAMEWORK AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
CITY OF DAHLONEGA
FOR
TRANSPORTATION FACILITY IMPROVEMENTS**

- CFDA # 20.205 - Highway Planning and Construction**
- CFDA # 20.219 - Recreational Trails Program**
- Not Applicable – 100% State Programmed Funds**

This Project Framework Agreement for Transportation Facility Improvements is made and entered into this _____ (the “Effective Date”), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the CITY OF DAHLONEGA, GEORGIA, hereinafter called "SPONSOR” (the “Agreement”). The DEPARTMENT and the SPONSOR may sometimes be referred to individually as the “PARTY” and collectively as the “PARTIES”.

WHEREAS, the SPONSOR has represented to the DEPARTMENT a desire to improve the transportation facility described in Exhibit A, attached and incorporated herein by reference, identified as PI # **0021605** and hereinafter referred to as the "PROJECT"; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT a desire to participate in certain activities, as applicable, including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide.” Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the SPONSOR hereby agree each with the other as follows:

1. The SPONSOR has applied for and received “Qualification Certification” to administer federal-aid projects. The GDOT Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the LAP certification for the SPONSOR (current expiration date: 12/31/2030) to develop federal project(s) within the scope of its certification and pursuant to and in accordance with the DEPARTMENT’S current versions of Local Administered Project Manual, the DEPARTMENT’s Plan Development Process (hereinafter referred to as “PDP”), Electronic Data Guidelines, Plan Presentation Guide, and any other applicable DEPARTMENT guidance.

2. The DEPARTMENT shall participate in the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, herein referred to as “PE”, as specified in Exhibit A. SPONSOR shall contribute to the PROJECT by funding those PROJECT costs as set out in Exhibit A.

3. The funding portion as identified in Exhibit A of this Agreement only applies to the PE. [Further, the SPONSOR may be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities, or cancellation of the PROJECT by the SPONSOR without concurrence by the Federal Highway Administration (FHWA).

4. The SPONSOR shall accomplish the PE activities in accordance with and pursuant to the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT, in order to, among other goals, produce a cost-effective PROJECT. Failure to follow all applicable guidelines and policies will jeopardize the use of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the SPONSOR to make up the loss of that funding.

5. The primary consultant firm or subconsultants hired by the SPONSOR to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the SPONSOR with a list of prequalified consultant firms in the appropriate area-classes. If there is federal-aid highway program funding participation, the SPONSOR shall comply with all applicable state and federal regulations for the procurement of engineering and design related services including but not limited to 23 C.F.R. Part 172 and the Brooks Architect-Engineers Act of 1972, for any consultant hired to perform work on the PROJECT. If there is no federal-aid highway program funding in the engineering and design related services contract, the contracting agency may procure the services in accordance with its own established policies and procedures which reflect applicable State and local laws. However, in such an event, the costs of consultant service contracts that utilize only State or local funding which were not procured, negotiated, or administered in accordance with applicable Federal laws and regulations would not be eligible to apply toward the non-Federal share of costs for subsequent phases (e.g., construction) of a project funded by the federal aid highway program.

6. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT let and/or State Route (On-System) projects; the SPONSOR shall address concerns, comments, and requirements to the satisfaction of the railroad and the DEPARTMENT for the PROJECT. If the SPONSOR will let the PROJECT to construction on off-system routes, the SPONSOR shall be responsible for all railroad coordination and shall address concerns, comments, and requirements to the satisfaction of the railroad and the DEPARTMENT for the PROJECT.

7. The DEPARTMENT reserves the right to review and approve all aspects of the PROJECT provided, however, this review and approval authority does not relieve the SPONSOR of its responsibilities under the terms of this Agreement.

8. The SPONSOR agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, notes, and any other data, materials, and deliverables (for purposes of this Section 8, the "Documents and Data") prepared by or for SPONSOR under the terms of this Agreement shall become the exclusive property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. The SPONSOR shall deliver a printed hardcopy with an electronic copy of the Documents and Data to the DEPARTMENT upon request, but no later than the advertisement of the PROJECT for letting. The hardcopy of the Documents and Data shall be organized, indexed, and bound, and the electronic copy shall be delivered in a compatible format as instructed by the DEPARTMENT. In the event the PROJECT is not being let by the DEPARTMENT, the DEPARTMENT shall have the right to use the Documents and Data without restriction or limitation and without compensation to the SPONSOR.

9. The SPONSOR shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this Agreement. The SPONSOR shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the reports, designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the SPONSOR to address the errors, omissions or deficiencies within 30 days of notification shall cause the SPONSOR to assume all responsibility for construction delays and supplemental agreements caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The SPONSOR shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this Agreement.

10. INSURANCE. The SPONSOR shall provide insurance under this Agreement as follows:

a. It is understood that the SPONSOR (*select the applicable statement*):

shall obtain coverage from SPONSOR's private insurance company or cause SPONSOR's consultant/contractor to obtain coverage

OR

is self-insured.

Prior to beginning the work, the SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 10 of the Agreement.

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

i. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

ii. Professional Liability (Errors and Omissions) Insurance with limits of at least:

- a) For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- b) For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- c) For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
- d) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.

iii. Workmen's Compensation Insurance, in accordance with the laws of the State of Georgia.

c. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.

d. The insurance certificate must provide the following:

- i. Name, address, signature and telephone number of authorized agents.
- ii. Name and address of insured.
- iii. Name of Insurance Company.
- iv. Description of coverage in standard terminology.
- v. Policy number, policy period and limits of liability.
- vi. Name and address of DEPARTMENT as certificate holder.
- vii. Thirty (30) day notice of cancellation.
- viii. Details of any special policy exclusions.

e. Waiver of Subrogation. There is no waiver of subrogation rights by either PARTY with respect to insurance.

f. If and to the extent such damage or loss (including costs and expenses) as covered by this

indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

11. Compensation; Invoicing and Payment.

- a. It is understood and agreed that the total estimated PE cost for the PROJECT is Nine Hundred, Fifty Thousand dollars and Zero cents (\$950,000.00).
- b. It is agreed that the total maximum reimbursable amount the DEPARTMENT will pay is Seven Hundred, Sixty Thousand dollars and Zero cents (\$760,000.00). The DEPARTMENT will reimburse at Eighty percent (80%) up to the total maximum reimbursable amount, which is the DEPARTMENT'S maximum obligation.
- c. The SPONSOR shall be responsible for all amounts in excess of the total maximum reimbursable amount.
- d. The SPONSOR should submit invoices to the DEPARTMENT on a monthly basis to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Upon approval of each submitted invoice, the DEPARTMENT shall make payment to the SPONSOR as the work progresses, but not more often than once a month, until the work is completed, or the DEPARTMENT has met its total maximum obligation set forth in this Section 11.

12. EXHIBITS, ATTACHMENTS & APPENDICES. The Parties acknowledge that the following Exhibits and Attachments to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

EXHIBIT A – Project Financial Report

APPENDIX A – Georgia Security and Immigration Compliance Act Affidavit

APPENDIX B – Sexual Harassment Prevention Policy Compliance

APPENDIX C – Certification of CITY OF DAHLONEGA Drug Free Workplace

APPENDIX D – Certification of Compliances

APPENDIX E – Title VI Certification and Acknowledgement Form

APPENDIX F – Certificate of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation

APPENDIX G – Reserved

13. COMPLIANCE WITH APPLICABLE LAWS

a. The undersigned, on behalf of SPONSOR, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated ("O.C.G.A.") relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

b. The provisions of O.C.G.A. § 50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix C of this Agreement.

c. SPONSOR has read and understands the regulations for State Audit Requirement as stated in Appendix D of this Agreement (“Certification of Compliances”) and will comply in full with said provisions of O.C.G.A. § 36-81-7.

d. By execution of this Agreement, the undersigned certifies on behalf of the SPONSOR under penalty of law that the SPONSOR is in compliance with the service delivery strategy law (O.C.G.A. Sections 36-70-20 *et seq.*) as stated in Appendix D and is not debarred from receiving financial assistance from the State of Georgia.

e. SPONSOR hereby agrees that it shall comply, and shall require its subcontractors to comply, with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.* and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

f. Pursuant to O.C.G.A. § 13-10-91, SPONSOR and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (“IRCA”), as stated in Appendix A of this Agreement (“Georgia Security and Immigration Compliance Act Affidavit”).

g. SPONSOR hereby agrees that neither it nor its subcontractors shall discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it and its subcontractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 *et seq.*); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. § 34-6A-1 *et seq.*); and the Sex Discrimination in Employment (O.C.G.A. § 34-5-1 *et seq.*). SPONSOR further agrees that it and its subcontractors will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

h. The SPONSOR acknowledges and agrees that it shall require its contractors and subcontractors to comply with the State of Georgia’s Sexual Harassment Prevention Policy, as stated in Appendix B of this Agreement.

i. The SPONSOR acknowledges and agrees that it is, and shall at all times be, in compliance with O.C.G.A. § 50-36-4(b), O.C.G.A. § 35-1-17 *et seq.*, and O.C.G.A. § 36-80-23(b) relating to “Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation” as stated in Appendix F of this Agreement.

j. SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

14. NOTICE. The telephone numbers, contact persons, and mailing addresses listed below for the DEPARTMENT’s and the SPONSOR’s representatives may be changed during the term of this Agreement by written notification to the other PARTY. Notices given pursuant to this Agreement shall be in writing and shall be to the DEPARTMENT or SPONSOR by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the parties as follows:

DEPARTMENT
Name: Kimberly W. Nesbitt
Title: State Program Delivery Administrator
600 West Peachtree Street, NW,
25th Floor
Atlanta, Georgia 30308
Telephone #: (404) 631-1575
E-mail: knesbitt@dot.ga.gov

SPONSOR
Name: Mark Buchanan
Title: City Engineer and Public Works Director
465 Riley Road
Dahlonega, GA 30533
Telephone #: (706)-482-2712
Email: mbuchanan@dahlonega.gov

In the event that any of the above identified individuals are no longer serving at their identified position, any notices, requests, demands and other communications shall be sent to the current individual in the position. If any of the above identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the PARTY, as identified by the PARTY.

15. COST ESTIMATE. SPONSOR shall provide to GDOT for its review a preliminary Right of Way (ROW) cost estimate. The preliminary ROW cost estimate must be completed by firms or individuals currently approved and on GDOT's prequalified consultant for the C-9 discipline for ROW. To be approved for the C-9 discipline, firms or individuals must comply with and meet the documentation and experience requirements as set forth more fully in <https://www.dot.ga.gov/GDOT/pages/rightofway.aspx>. SPONSOR is advised that the C-9 discipline and all other applicable prequalifications must be current prior to the commencement of this work and throughout the term of the Agreement.

16. MISCELLANEOUS.

a. Amendment. No modification of or amendment to this Agreement will be binding on either PARTY hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both PARTIES and incorporated in and by reference made a part hereof.

b. Governing Law. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

c. Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the PARTIES and the successors and assigns of the PARTIES hereto.

d. No Third Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the PARTIES hereto, any rights or benefits under or by reason of this Agreement.

e. Non-Waiver. No failure of any PARTY to exercise any right or power given to such PARTY under this Agreement, or to insist upon strict compliance by another PARTY with the provisions of this Agreement, and no custom or practice of any PARTY at variance with the terms and conditions of this Agreement, will constitute a waiver of any PARTY 's right to demand exact and strict compliance by the other PARTY with the terms and conditions of this Agreement.

f. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

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

h. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

i. Interpretation. The PARTIES stipulate that for good business reasons, each has determined to negotiate, and each PARTY has had significant voice in the preparation of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing it shall not construe the Agreement more strictly against either PARTY because it drafted a particular provision, or the provision was for the PARTY's benefit, or the PARTY enjoyed a superior bargaining position.

j. Authority/Signature. The individual signing this Agreement on behalf of each PARTY represents that (s)he has the actual authority to sign this Agreement on behalf of such PARTY, and to bind such PARTY to the terms and conditions of this Agreement.

k. Entire Agreement. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the PARTIES and constitutes the full, complete and entire agreement between the PARTIES with respect hereto. No member, officer, employee or agent of either PARTY has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ARE ON THE FOLLOWING PAGE.

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

**GEORGIA DEPARTMENT OF
TRANSPORTATION**

CITY OF DAHLONEGA, GEORGIA

By: _____
Commissioner

By _____ (Seal)
Mayor
Name: Sam Norton

This Agreement, approved by CITY OF DAHLONEGA,
on _____ (date).

Attest:

Attest:

Treasurer

Rhonda Hansard, City Clerk

58-6000555
Federal Employer Identification Number:

EXHIBIT A
Georgia Department of Transportation
Project Financial Report (PFR)

Processed Date: Feb-23-2026 11:59:37 AM

Project: 0021605

Description:	SR 60BU FROM INDIAN DRIVE TO MOUNTAIN VIEW DRIVE
Project Manager Name:	
Office:	Program Delivery
Counties:	Lumpkin
Congressional Districts:	007

Engineer Estimates

Activity	Original	Current	Change	% Change	Original Cost Est Date	Current Cost Est Date
No Engineered Estimates Data Available						

Programmed Funds

Activity	Fund Code	Activity Status	Federal Funding	AC Funding	State Funding	Local Funding	Total Funding
CST	Y307	PRECST	\$7,600,000.00	\$.00	\$.00	\$1,900,000.00	\$.00
CST Subtotal:			\$7,600,000.00	\$.00	\$.00	\$1,900,000.00	\$9,500,000.00
PE	Y307	PRECST	\$760,000.00	\$.00	\$.00	\$190,000.00	\$.00
PE Subtotal:			\$760,000.00	\$.00	\$.00	\$190,000.00	\$950,000.00
UTL	Y307	PRECST	\$200,000.00	\$.00	\$.00	\$50,000.00	\$.00
UTL Subtotal:			\$200,000.00	\$.00	\$.00	\$50,000.00	\$250,000.00
TOTALS:			\$8,560,000.00	\$.00	\$.00	\$2,140,000.00	\$10,700,000.00

Project Accounting

Activity	CONTINGENCY	CONTRACT				INHOUSE / OVERHEAD / GENERAL FUNDS**			
	Amount	Allotted	Unearned	Earned	Allotment Balance	Allotted	Unearned	Earned	Allotment Balance
No Project Accounting Data Available									

Project Accounting Summary



**APPENDIX A
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

P.I.# and Project Description:	PI 0021605 and SR 60 BU from Indian Drive to Mountain View Drive
Sponsor Name:	CITY OF DAHLONEGA
Sponsor Address:	465 RILEY ROAD, DAHLONEGA, GEORGIA, 30533-0810

SPONSOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

103346
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

2/27/2008
Date of Authorization

CITY OF DAHLONEGA
Name of Sponsor/

I hereby declare under penalty of perjury that the foregoing is true and correct

C. Allison Martin
Printed Name (of Authorized Officer or Agent)

City Manager
Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20 ____

Brittany Lee, Notary Public

My Commission Expires: 6/23/2028

[NOTARY SEAL]

APPENDIX B SEXUAL HARASSMENT PREVENTION POLICY COMPLIANCE

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

A. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

- a. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <https://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/Statewide-Sexual-Harassment-Prevention-Policy>;
- b. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <https://doas.ga.gov/human-resources-administration/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
- c. Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

B. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

- a. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <https://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issuedstatewide-policies/sexual-harassment-prevention-policy>;
- b. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <https://doas.ga.gov/human-resources-administration/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

C. Upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

**APPENDIX C
CERTIFICATION OF CITY OF DAHLONEGA
DRUG-FREE WORKPLACE**

I hereby certify that I am a duly authorized representative of City of Dahlonega whose address is 465 Riley Road, Dahlonega, Georgia, 30533-0810 and it is also certified that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
2. A drug-free workplace will be provided for SPONSOR's employees during the performance of the contract; and
3. Each subcontractor hired by SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____, _____ certifies to SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date: _____

Signature: _____

Name: C. Allison Martin
Title: City Manager

**APPENDIX D
CERTIFICATION OF COMPLIANCES**

I hereby certify that I am the duly authorized representative of City of Dahlonega whose address is 465 Riley Road, Dahlonega, Georgia, 30533-0810, and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

(a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically, as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of SPONSOR having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of SPONSOR for each fiscal year of SPONSOR.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of SPONSOR. Those units of SPONSOR not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the “Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities”, as amended, has been complied with throughout the contract period.

Date: _____

Signature: _____

Name: C. Allison Martin
Title: City Manager

APPENDIX E
TITLE VI INTRODUCTION

As a sub-recipient of federal funds from Georgia Department of Transportation, all municipalities are required to comply with Title VI of the Civil Rights Act of 1964 which provides that:

"No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under This title or carried out under this title."

Additionally, the Civil Rights Restoration Act of 1987, expanded the definition of the terms "programs and activities" to include all programs or activities of federal recipients, subrecipients, and contractors, whether or not such programs and activities are federally assisted.

The provisions of Title VI apply to all contractors, subcontractors, consultants and suppliers. And is a condition for receiving federal funds. All sub recipients must sign Title VI assurances that they will not discriminate as stated in Title VI of the Civil Rights Act of 1964.

In the event that the sub recipient distributes federal aid funds to second tier entity, the subrecipient shall include Title VI language in all written documents and will monitor for compliance. If, these assurances are not signed, the City or County government may be subjected to the loss of federal assistance.

All sub recipients that receive federal assistance must also include Federal Highways Administrations 1273 in their contracts. The FHWA 1273 sets out guidance for ensuring non-discrimination and encouraging minority participation and outreach.

Enclosed you will find Title VI acknowledgment form and the Title VI assurances. The Title VI acknowledgment form and Title VI assurances must be signed by the SPONSOR official if it has not been signed.

TITLE VI ACKNOWLEDGEMENT FORM

The City of Dahlonega assures that no person shall on the grounds or race, color, national origin or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City or County sponsored program or activity. The City of Dahlonega assures that every effort will be made to ensure non discrimination in all of its programs or activities, whether those programs are federally funded or not.

Assurance of compliance therefore falls under the proper authority of the City Council or the County Board of Commissioners. The Title VI Coordinator or Liaison is authorized to ensure compliance with provisions of this policy and with the Law, including the requirements of 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

C. Allison Martin, City Manager

Date

Citations:

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4;42 USC 4601to 4655;23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28CFR 50.3

Other Nondiscrimination Authorities Expanded the range and scope of Title VI coverage and applicability

The 1970 Uniform Act (42 USC 4601)
Section 504 of the 1973 Rehabilitation Act (29 USC 790) The
1973 Federal-aid Highway Act (23 USC 324)
The 1975 Age Discrimination Act (42 USC 6101) Implementing
Regulations (49 CFR 21& 23 CFR 200) Executive Order 12898 on
Environmental Justice (EJ) Executive Order 13166 on Limited
English Proficiency (LEP)

**NOTICE TO SPONSOR
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this contract, the SPONSOR, **CITY OF DAHLONEGA**, for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

1. **Compliance with Regulations**
The SPONSOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination**
The SPONSOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**
In all solicitations either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
4. **Information and Reports**
The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the SPONSOR shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance**
In the event of the SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the SPONSOR under the contract until the SPONSOR complies;
 - and/or b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions**
The SPONSOR shall include the provisions of paragraphs (I) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The SPONSOR shall take such action with respect to any subcontractor or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event SPONSOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SPONSOR may request the State to enter into such litigation to protect the interests of the state and, in addition, the SPONSOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX F

**CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the SPONSOR, certifies that the SPONSOR:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the SPONSOR shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

C. Allison Martin

Printed Name of Authorized Officer or Agent

City Manager

Title of Authorized Officer or Agent

Date

APPENDIX G

Reserved



12918 N. Nebraska Ave.
 Tampa, FL 33612
 UEI: TK67EL9NPM9
 Cage Code: 3VCK4
 FEIT: 42-1613127
 DUNS: 094261935

POC: Brittany Lee
 TO: City of Dahlonega GA
 465 Riley Road
 Dahlonega, GA 30533

Sales Quote QUO008583
 Date: 3/2/2026

Phone: 706-482-2721
 E-Mail blee@dahlonega.gov

Certs: HUBZone SB

Qty.	Manufacturer	Item No.	Description	Unit Price	Total Price
1	Generac	MDG100DF4	Generac 80kW generator	\$65,064.06	\$65,064.06
1	Generac	FREIGHT	Freight- Sales	\$1,455.00	\$1,455.00

FOB: Destination
 Delivery Time: 84 Days ARO

Quantity 1 - Generac Mobile diesel engine-driven generator set MDG100DF4, consisting of the following features and accessories:

- Trailered Unit
- 100KVA Rating, 60Hz
- 4-Position Voltage Selector Switch
 - o 277/480VAC Three Phase
 - o 120/208VAC Three Phase
 - o 120/240VAC Three Phase
 - o 120/240VAC Single Phase
- Prime Duty Rating
- CSA
- Standard Alternator
- Variable Speed Cooling Fan
- Standard Run Single Wall Tank
- Single Axle
- Electric Brakes
- 2 5/16in Ball Hitch Adjustable
- Trailer Adapter, Flat 4 to Round 7 Spade
- Aluminum Storage Box and Fire Extinguisher
- 10 Amp Battery Charger
- Battery Heater
- 50 Ethylene Glycol/50 Water
- Buck Transformer
- Connection Lugs
- Interior Cabinet Lights/ Control Panel Lights
- Convenience Receptacles
- PM Voltage Regulator
- MDG100DF4

Sourcwell Member 29752

Jay Johnson,
 O. (813)631-0000
 F. (813)631-0008
 jay@federalcontractscorp.com



12918 N. Nebraska Ave.
Tampa, FL 33612
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DUNS: 094261935

POC: Brittany Lee
TO: City of Dahlonega GA
465 Riley Road
Dahlonega, GA 30533

Sales Quote QUO008583
Date: 3/2/2026

Phone: 706-482-2721
E-Mail blee@dahlonega.gov

Certs: HUBZone SB

Sourcewell Contract 020923-GNR

*** Please see attachments for machine data and warranty information. ***
*** Shipping to Dahlonega, GA included. ***
*** Current lead time is 8-12 weeks ARO, subject to change. ***
*** Unit arrives on flatbed trailer. ***
*** Forklift/crane needed to offload. ***
*** Offloading is customer responsibility ***

Subtotal:	\$66,519.06
Tax:	\$0.00
Total:	\$66,519.06

Terms and Conditions:

- Quote valid for 30 days
- Terms: Net 30
- Unless otherwise specified, full dock or off-loading capabilities required to avoid additional charges.
- If using a purchase card, a credit card surcharge may apply.
- Certificate of Origin/MSO will not be released until payment in full has been received.

Jay Johnson,
O. (813)631-0000
F. (813)631-0008
jay@federalcontractscorp.com



City Council Agenda Memo

DATE: 3/16/2026
TITLE: Portable Generator for Lift Stations
PRESENTED BY: John Jarrard, Water/Wastewater Treatment
PRIORITY: Strategic Priority - Infrastructure

AGENDA ITEM DESCRIPTION

Portable 80 KW Generator Purchase for Lift Stations

HISTORY/PAST ACTION

This purchase will allow the system to operate more lift stations during emergencies which will decrease our chances of a sewage spill.

FINANCIAL IMPACT

Total price for this unit plus freight is \$66,519.06. The budgeted price was \$70,000.

RECOMMENDATION

The recommendation is to proceed with this purchase.

SUGGESTED MOTIONS

n/a

ATTACHMENTS

Portable Generator Quote 3-2026



City Council Agenda Memo

DATE: 3/19/2026
TITLE: Discussion regarding Farmer's Market and potential location(s)
PRESENTED BY: Ariel Alexander, Main Street/DDA Director
PRIORITY: Strategic Priority - Communication

AGENDA ITEM DESCRIPTION

Discussion regarding Farmer's Market and potential location(s)

HISTORY/PAST ACTION

The Farmer's Market program does not currently have a permanent location. Requests were made to staff to move them off the asphalt and to not close streets/block parking every Saturday for the market. Staff is seeking direction from the council on where to locate this program as there are conflicting rentals for Hancock Park on the five dates in 2026 as previously provided to the council. With the existing number of participants, the event will not fit around the perimeter of Hancock Park when another event occurs without using parking spaces around the park. Choosing a location now, which can be advertised and promoted, will help ensure the success of the program and the ancillary benefits to having this program in our community. Moving the program from the downtown area (including adjacent blocks) is counter to the original intent which was to encourage bringing people into downtown who might also shop at other brick & mortar stores in the downtown area. Council requested the cost of activating water back at 147 N Park Street. The estimated cost is \$1,800 - \$2,000 for materials.

FINANCIAL IMPACT

n/a

RECOMMENDATION

n/a

SUGGESTED MOTIONS

n/a

ATTACHMENTS

none
