



# CITY OF DAHLONEGA

## City Council Meeting Agenda

July 06, 2026, 6:00 PM

Gary McCullough Chambers, Dahlonega City Hall

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### 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.) Regular Meeting of June 1, 2026  
Rhonda Hansard, City Clerk
- (2.) Special Called Meeting of June 15, 2026  
Rhonda Hansard, City Clerk
- (3.) Work Session of June 15, 2026  
Rhonda Hansard, City Clerk

### VI. APPOINTMENTS, PROCLAMATIONS, AND RECOGNITIONS

- (1.) Appointment of Molly Callender to the Dahlonega Housing Authority  
Sam Norton, Mayor
- (2.) Appointment of Joyce Westmoreland to the Dahlonega Housing Authority  
Sam Norton, Mayor
- (3.) Ratification of Joint Proclamation with Lumpkin County declaring July 4, 2026 as *Emma Jean Miller Day* in the City of Dahlonega and Lumpkin County, Georgia  
Sam Norton, Mayor

### VII. CITY REPORTS

- (1.) Financial Report - May 2026  
Allison Martin, City Manager
- (2.) Council and Staff reports on courses attended at the 2026 Georgia Municipal Association (GMA) Annual Convention
  - Councilmember Ariemma: *Community and Media Relations and Information Privacy and Security Breaches*

*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.*

- Councilmember Bagley: *Community and Media Relations and Current Issues Class: Municipal Law Update 2026*
- Councilmember Brown: *Municipal Courts Post Ferguson I: Promoting Justice, Protecting City Assets and Information Privacy and Security Breaches*
- Councilmember Owens: *Planning and Zoning and Public Policy Development and Implementation*
- Councilmember Reagin: *Succession Planning: Preparing for Tomorrow's Workforce Today and Building Bridges between Cities and Colleges*
- Councilmember Shirley: *Evolving Technology: Key Insights and Funding and Programming Transportation Projects*
- Allison Martin, City Manager: *Human Resources and Public Policy Development and Implementation*
- Rhonda Hansard, City Clerk: *Human Resources, Roles and Responsibilities of Council and Staff, and Public Works Services*
- Mayor Sam Norton: *Data Literacy and Storytelling for Cities and Building Bridges between Cities and Colleges*

#### **VIII. ORDINANCES AND RESOLUTIONS**

- (1.) Ordinance 2026-04: Enota Street Bus Parking  
Doug Parks, City Attorney

#### **IX. CONTRACTS AND AGREEMENTS**

- (1.) Municipal Funding Acquisition Agreement with GFAAC, LLC  
Allison Martin, City Manager
- (2.) Municipal Court Judge Service Agreement Renewal  
Doug Parks, City Attorney
- (3.) Supplemental Agreement No. 1 to the Construction Agreement with Georgia Department of Transportation (GDOT) regarding PI 0016629, SR9/SR60/US19/Morrison Moore Parkway  
Mark Buchanan, City Engineer

#### **X. OTHER ITEMS**

- (1.) Cemetery Committee Bylaws Amendment  
Chris Worick, Cemetery Committee Chairman

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

*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.*

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

**XII. ADJOURNMENT**

Proclamation of Recognition

Mrs. Emma Jean Miller's 100<sup>th</sup> Birthday

WHEREAS, on July 4, 1926, Emma Jean Jarrard was born in Akron, Ohio;

WHEREAS, in 1930, her family moved to North Georgia during the Great Depression seeking a better life. During this time, "Queen Jean" met a young man named Thomas Miller;

WHEREAS, Jean took a mysterious "government job" in support of her country during early World War II and later served as a *Rosie the Riveter* at Goodyear Aircraft in Ohio where her assignment was to crawl inside the wings and nose cones of the aircraft because she was small enough to fit;

WHEREAS, Jean married Tom Miller in 1946 and subsequently settled on a farm in Dahlonega, Georgia to raise her family. Jean works on the family farm to this day and produces a bountiful garden each year. Jean is a beloved mother, grandmother, and great-grandmother;

WHEREAS, Jean has been an active member of Yahoola Baptist Church for 69 years where she is known for supporting her church family with fresh vegetables from her garden and by providing meals during times of bereavement.

NOW, THEREFORE, BE IT PROCLAIMED that the Dahlonega City Council and the Lumpkin County Board of Commissioners hereby proclaim July 4, 2026, as Emma Jean Miller Day in honor of her 100<sup>th</sup> birthday and in recognition of her years of service to our country and contributions to our community.

IN WITNESS WHEREOF, we have set our hand and caused the seal of the City of Dahlonega and Lumpkin County to be affixed this fourth day of July 2026.

\_\_\_\_\_  
Sam Norton, Mayor

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Rhett Stringer, Chairman

\_\_\_\_\_  
Rhonda Hansard, City Clerk

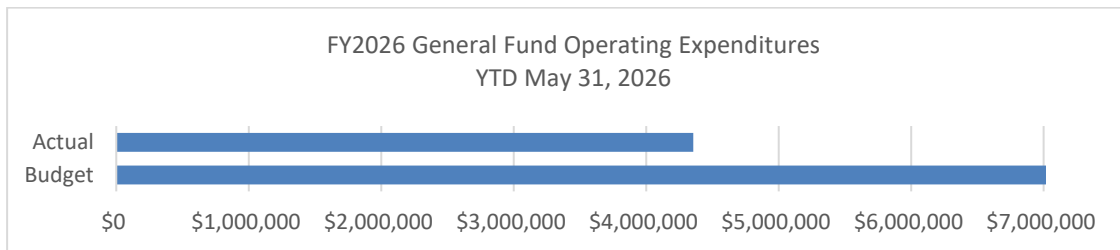
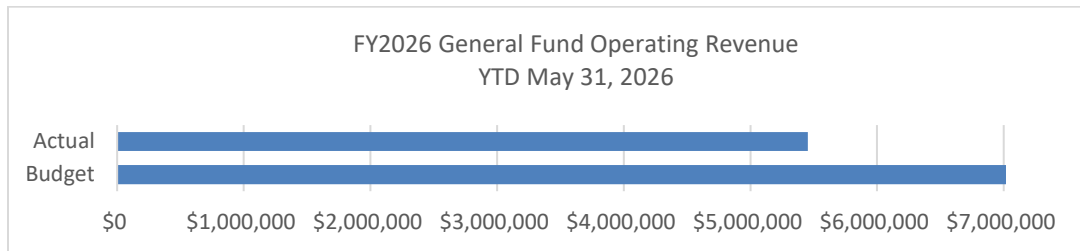
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Melissa Witcher, County Clerk



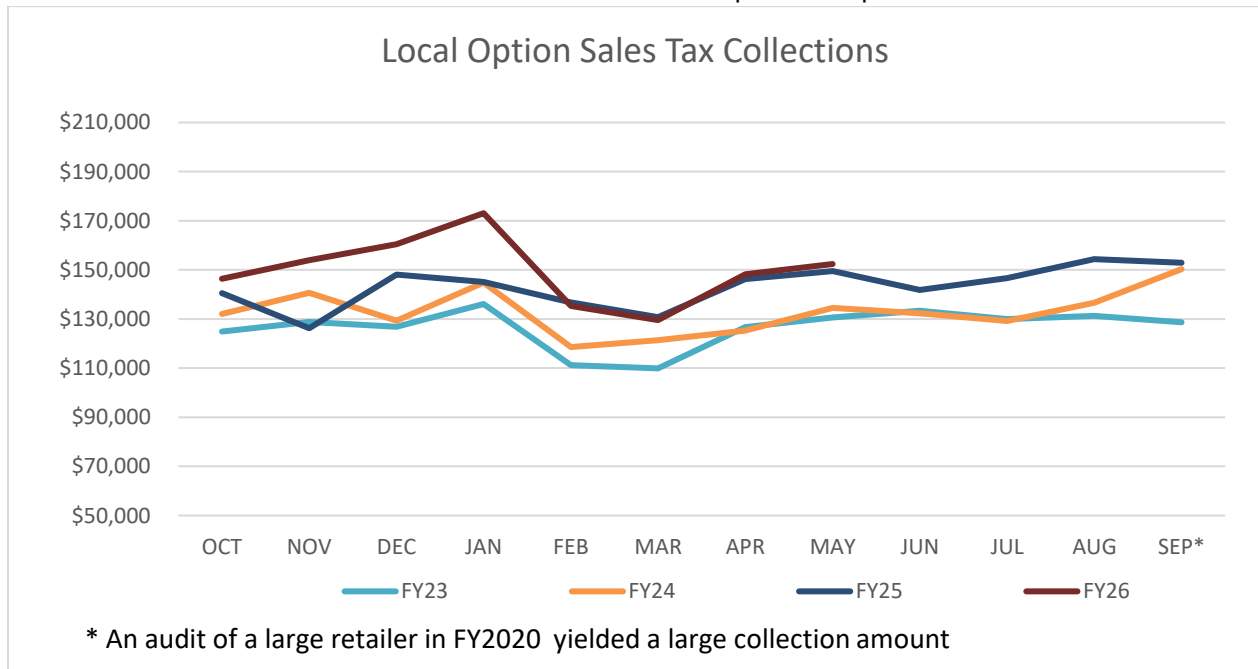
# CITY OF DAHLONEGA MONTHLY FINANCIAL REPORTS

For the Eight Months Ended May 31, 2026

## GENERAL FUND



- The annual property tax bills were levied and mailed by the Tax Commissioner on October 20<sup>th</sup> with a December 20<sup>th</sup> due date. To date, 89.16% of the 2025 real & personal taxes budgeted have been collected.
- Sales tax collections remain strong and reflect average collections 6.78% greater than FY25. The change in State law related to internet sales taxation continues to have a positive impact on our collections.



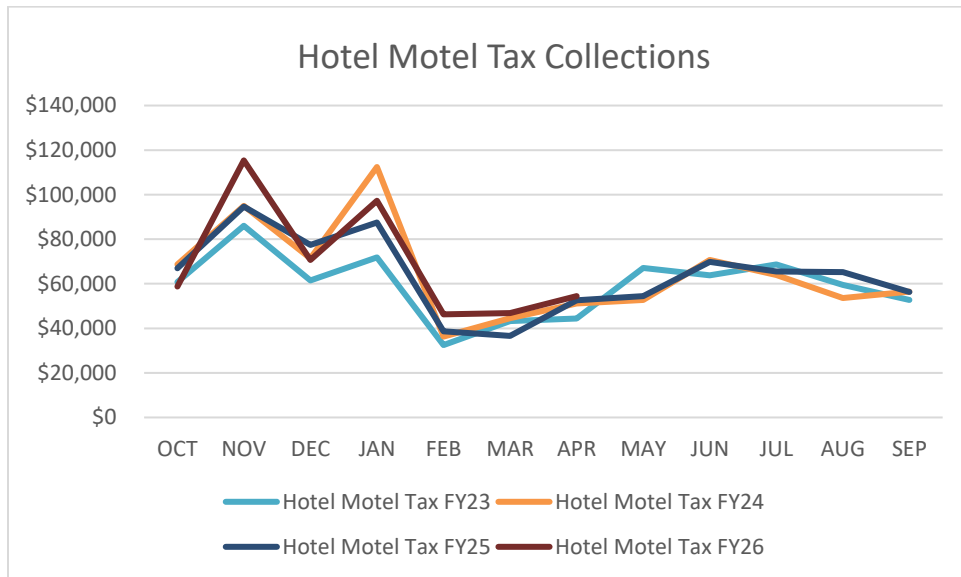
- The annual revenue for Insurance Premium Tax is \$818,605.92, which is 14.0% greater than last fiscal year. This amount is based on a pro-rata population formula.
- Alcoholic Beverage Tax and License revenue collected year-to-date is trending with the prior year.
- Permit revenue collected year-to-date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

**MAIN STREET & ECONOMIC DEVELOPMENT**

- Operational results are on track with the budget.

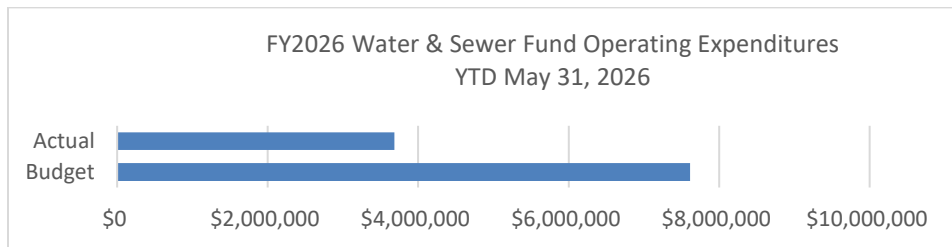
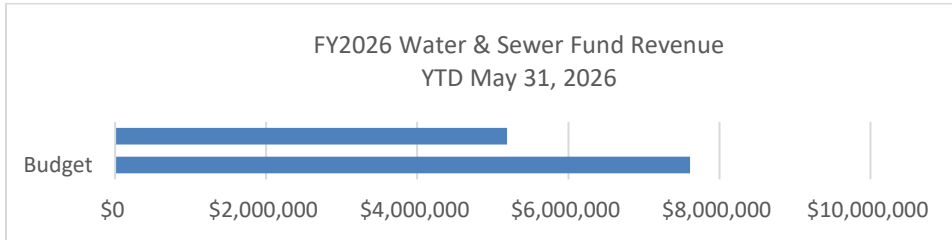
**HOTEL/MOTEL TAX FUND**

- FY26 is trending 10.13% greater than in the same period in FY25.



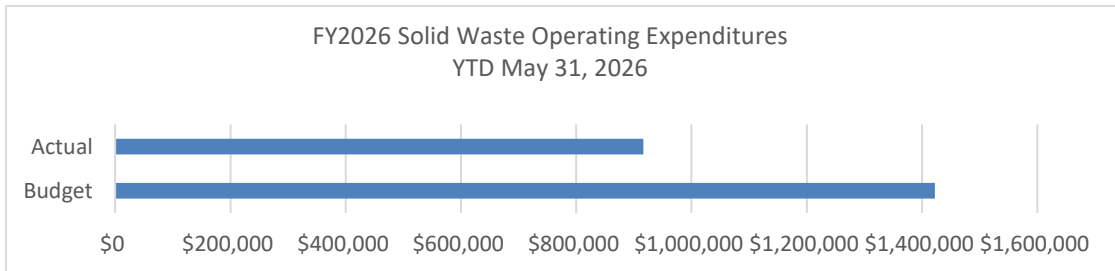
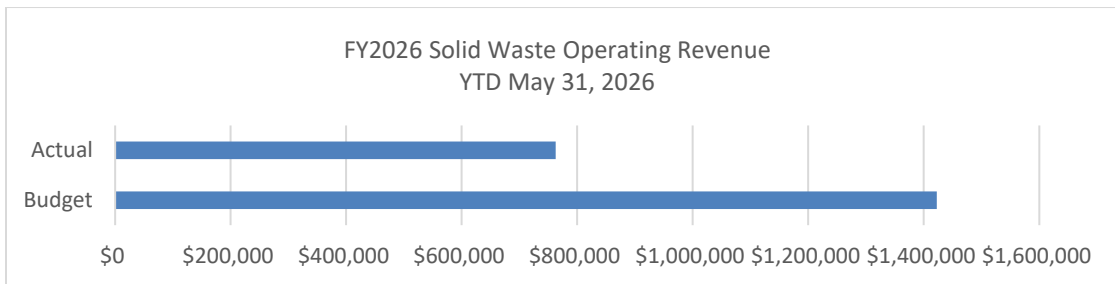
### WATER AND SEWER FUND

- Water and sewer sales are trending along with budget projections. Revenue from water sales and sewer charges is 1.78% greater than the same period in FY25.
- All department expenses are in line with the budget.



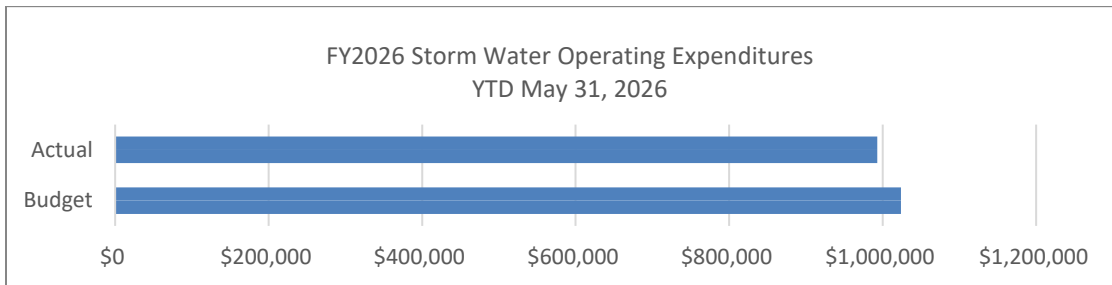
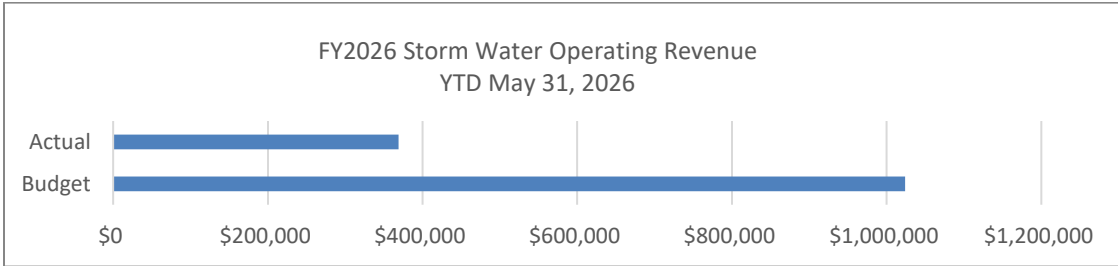
### SOLID WASTE FUND

- Refuse Collection Charges are Revenues are 2.24% greater than the prior year.
- Expenses meet budget expectations.

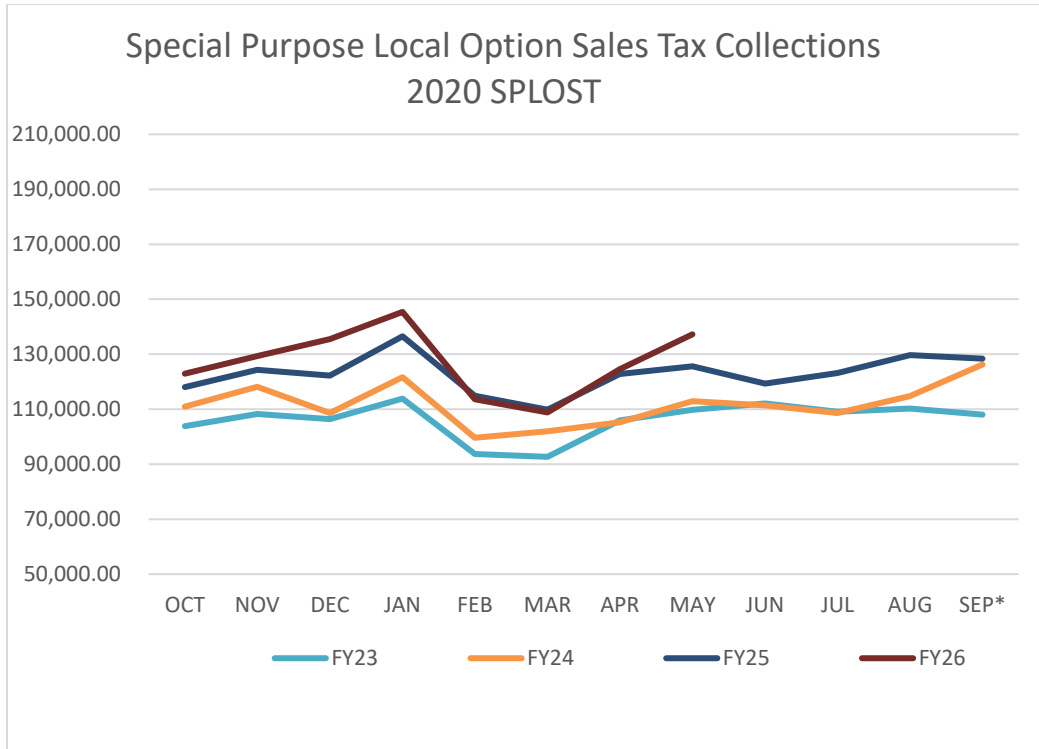


### STORMWATER ENTERPRISE FUND

- Transfers In and Indirect Charges reflect a eight-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.

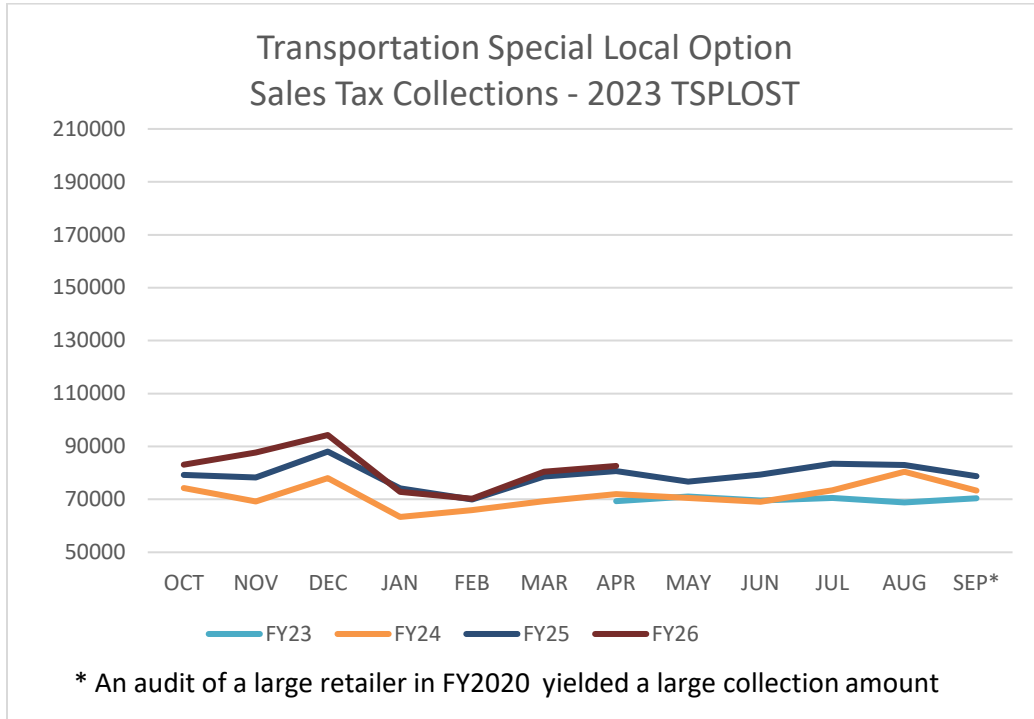


## SPLOST FUND



- The former SPLOST continuation referendum had collections which run from April 2020 until March 2026.
- The City received 21% of the net proceeds.
  
- The current 2026 SPLOST program began collections in April 2026.
- The City receives 22.51% of the net proceeds.
- Sales tax collections average 4.42% greater than FY25 and 10% greater than FY24.
  
- The former current SPLOST referendum project list is as follows:
  - 25% Roads and Bridges Resurfacing and Improvements
  - 25% Storm-water Infrastructure
  - 50% Water & Sewer System Improvements
- The current SPLOST referendum project list is as follows:
  - Parking Facilities
  - City Hall Expansion
  - Tower Radio Read Meter System
  - Equalization Basin Wastewater Treatment Plant
  - Vehicle equipment and materials maintenance facility

**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 average 4.10% 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 June 19, 2026)**

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 05/31/2026 NORMAL (ABNORMAL)	% BDGT USED
Fund 100 - GENERAL FUND				
	GENERAL PROPERTY TAXES	2,003,717.00	1,907,574.81	95.20
	GENERAL SALES AND USE TAXES	1,712,000.00	1,053,775.43	61.55
	SELECTIVE SALES AND USES TAXES	178,500.00	151,997.33	85.15
	ALCOHOLIC BEVERAGES LICENSES	134,000.00	131,172.05	97.89
	BUSINESS TAXES	895,039.00	990,685.44	110.69
	PENALTIES AND INTEREST	3,000.00	3,332.40	111.08
	PERMITS AND FEES	191,500.00	153,330.95	80.07
	INTERGOVERNMENTAL REVENUE	18,985.00	23,490.34	123.73
	CHARGES FOR SERVICES	882,434.00	594,657.16	67.39
	FINES AND FORFEITURES	181,600.00	158,452.92	87.25
	INVESTMENT INCOME	144,732.00	118,698.93	82.01
	CONTRIBUTIONS AND DONATIONS	0.00	0.00	0.00
	MISCELLANEOUS REVENUE	1,500.00	25,350.71	1,690.05
	OTHER FINANCIAL SOURCES	50,000.00	51,375.00	102.75
	OTHER CHARGES FOR SERVICES	10,000.00	13,001.49	130.01
	TRANSFERS IN FROM OTHER FUNDS	112,800.00	75,200.00	66.67
	APPROPRIATED FUND BALANCE	892,146.00	0.00	0.00
	<b>TOTAL REVENUES</b>	<b>7,411,953.00</b>	<b>5,452,094.96</b>	<b>73.56</b>
	LEGISLATIVE	511,656.00	182,415.52	35.65
	EXECUTIVE	325,937.00	229,572.59	70.43
	ELECTIONS	26,600.00	0.00	0.00
	GENERAL ADMINISTRATION	1,195,669.00	801,851.90	66.93
	MUNICIPAL COURT	322,950.00	140,848.28	43.61
	POLICE DEPARTMENT	1,316,519.00	747,111.57	54.94
	PUBLIC WORKS ADMINISTRATION	217,344.00	138,929.10	63.92
	STREETS	1,731,076.00	1,040,952.86	60.13
	MAINTENANCE AND SHOP	104,272.00	63,939.67	61.32
	CEMETERY	109,290.00	48,573.45	44.44
	PARKS	107,000.00	50,746.96	47.43
	COMMUNITY DEVELOPMENT	330,878.00	202,722.88	61.27
	NON-DEPARTMENTAL	50,000.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	1,062,762.00	708,508.00	66.67
	<b>TOTAL EXPENDITURES</b>	<b>7,411,953.00</b>	<b>4,356,172.78</b>	<b>58.41</b>
Fund 100 - GENERAL FUND:				
	TOTAL REVENUES	7,411,953.00	5,452,094.96	73.56
	TOTAL EXPENDITURES	7,411,953.00	4,356,172.78	58.41
	<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>0.00</b>	<b>1,095,922.18</b>	<b>2,394.94</b>

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 05/31/2026 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	2,315.17	154.34
	INVESTMENT INCOME	8,900.00	2,476.68	27.83
	CONTRIBUTIONS AND DONATIONS	4,000.00	1,000.00	25.00
	MISCELLANEOUS REVENUE	15,900.00	10,139.00	63.77
	TRANSFERS IN FROM OTHER FUNDS	279,330.00	186,220.00	66.67
	APPROPRIATED FUND BALANCE	0.00	0.00	0.00
	TOTAL REVENUES	309,630.00	202,150.85	65.29
	DDA ADMINISTRATION	166,734.00	100,457.42	60.25
	TOURISM	13,500.00	5,441.09	40.30
	DOWNTOWN DEVELOPMENT	129,396.00	50,528.82	39.05
	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	156,427.33	50.52
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY:				
	TOTAL REVENUES	309,630.00	202,150.85	65.29
	TOTAL EXPENDITURES	309,630.00	156,427.33	50.52
	NET OF REVENUES & EXPENDITURES	0.00	45,723.52	100.00

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 05/31/2026 NORMAL (ABNORMAL)	% BDGT USED
Fund 275 - HOTEL/MOTEL TAX FUND				
	HOTEL/MOTEL TAXES	720,000.00	560,763.92	77.88
	PENALTIES AND INTEREST	1,500.00	463.02	30.87
	CHARGES FOR SERVICES	0.00	0.00	0.00
	INVESTMENT INCOME	2,400.00	909.68	37.90
	TOTAL REVENUES	723,900.00	562,136.62	77.65
	PURCHASES/CONTRACTED SERVICES	305,550.00	159,546.55	52.22
	OTHER COSTS	0.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	418,350.00	278,900.00	66.67
	TOTAL EXPENDITURES	723,900.00	438,446.55	60.57
Fund 275 - HOTEL/MOTEL TAX FUND:				
	TOTAL REVENUES	723,900.00	562,136.62	77.65
	TOTAL EXPENDITURES	723,900.00	438,446.55	60.57
	NET OF REVENUES & EXPENDITURES	0.00	123,690.07	100.00

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 05/31/2026 NORMAL (ABNORMAL)	% BDGT USED
<b>Fund 505 - WATER AND SEWER ENTERPRISE FUND</b>				
	INTERGOVERNMENTAL REVENUE	20,000.00	29,787.46	148.94
	FINES AND FORFEITURES	0.00	0.00	0.00
	INVESTMENT INCOME	395,582.00	213,808.36	84.05
	CONTRIBUTIONS AND DONATIONS	0.00	0.00	0.00
	MISCELLANEOUS REVENUE	15,000.00	9,518.88	63.46
	OTHER FINANCIAL SOURCES	0.00	11,725.00	100.00
	WATER CHARGES	3,781,486.00	2,257,310.89	59.69
	TAP FEES - WATER	175,000.00	289,367.00	165.35
	SEWER CHARGES	2,693,069.00	1,756,647.61	65.23
	TAP FEES - SEWER	175,000.00	303,135.00	173.22
	OTHER CHARGES FOR SERVICES	125,870.00	67,413.34	53.56
	TRANSFERS IN FROM OTHER FUNDS	230,807.00	248,000.00	66.67
	APPROPRIATED NET ASSETS	0.00	0.00	0.00
	<b>TOTAL REVENUES</b>	<b>7,611,814.00</b>	<b>5,186,713.54</b>	<b>68.14</b>
	SEWER LIFT STATIONS	340,311.00	162,366.11	46.09
	SEWER TREATMENT PLANT	1,162,557.00	670,900.77	56.60
	DISTRIBUTION AND COLLECTION	1,560,895.00	1,123,027.53	63.63
	WATER SUPPLY	345,380.00	107,738.19	31.19
	WATER TREATMENT PLANT	2,699,812.00	1,252,345.58	46.34
	CAPITAL OUTLAYS	1,149,000.00	266,343.11	17.61
	INTERFUND CHARGES	132,353.00	88,235.36	66.67
	DEPRECIATION AND AMORTIZATION	0.00	0.00	0.00
	OTHER COSTS	221,506.00	15,173.16	9.39
	TRANSFERS OUT TO OTHER FUNDS	0.00	0.00	0.00
	<b>TOTAL EXPENDITURES</b>	<b>7,611,814.00</b>	<b>3,686,129.81</b>	<b>45.19</b>
<b>Fund 505 - WATER AND SEWER ENTERPRISE FUND:</b>				
	<b>TOTAL REVENUES</b>	<b>7,611,814.00</b>	<b>5,186,713.54</b>	<b>68.14</b>
	<b>TOTAL EXPENDITURES</b>	<b>7,611,814.00</b>	<b>3,686,129.81</b>	<b>45.19</b>
	<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>0.00</b>	<b>1,500,583.73</b>	<b>275.50</b>

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 05/31/2026 NORMAL (ABNORMAL)	% BDGT USED
<b>Fund 540 - SOLID WASTE ENTERPRISE FUND</b>				
	INTERGOVERNMENTAL REVENUE	0.00	0.00	0.00
	CHARGES FOR SERVICES	500.00	950.00	190.00
	INVESTMENT INCOME	20,000.00	6,353.53	31.77
	MISCELLANEOUS REVENUE	2,000.00	1,556.60	77.83
	OTHER FINANCIAL SOURCES	0.00	0.00	0.00
	OTHER CHARGES FOR SERVICES	7,500.00	6,860.53	91.47
	REFUSE COLLECTION CHARGES	1,094,770.00	746,760.59	68.21
	TRANSFERS IN FROM OTHER FUNDS	0.00	0.00	0.00
	APPROPRIATED NET ASSETS	297,563.00	0.00	0.00
	<b>TOTAL REVENUES</b>	<b>1,422,333.00</b>	<b>762,481.25</b>	<b>53.61</b>
	<b>PERSONAL SERVICES AND EMPLOYEE BENEFITS</b>	<b>535,859.00</b>	<b>362,653.37</b>	<b>67.68</b>
	PURCHASES/CONTRACTED SERVICES	352,200.00	201,794.83	57.30
	SUPPLIES	112,700.00	40,864.58	36.26
	CAPITAL OUTLAYS	300,000.00	243,171.75	81.06
	INTERFUND CHARGES	101,574.00	67,716.00	66.67
	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
	<b>TOTAL EXPENDITURES</b>	<b>1,422,333.00</b>	<b>916,200.53</b>	<b>64.42</b>
	<b>Fund 540 - SOLID WASTE ENTERPRISE FUND:</b>			
	TOTAL REVENUES	1,422,333.00	762,481.25	53.61
	TOTAL EXPENDITURES	1,422,333.00	916,200.53	64.42
	NET OF REVENUES & EXPENDITURES	0.00	(153,719.28)	100.00

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 05/31/2026 NORMAL (ABNORMAL)	% BDGT USED
<b>Fund 560 - STORMWATER ENTERPRISE FUND</b>				
	INTERGOVERNMENTAL REVENUE	0.00	0.00	0.00
	INVESTMENT INCOME	15,000.00	4,647.52	30.98
	OTHER CHARGES FOR SERVICES	1,000.00	1,352.41	135.24
	TRANSFERS IN FROM OTHER FUNDS	186,000.00	124,000.00	66.67
	APPROPRIATED NET ASSETS	473,857.00	0.00	0.00
	STORMWATER UTILITY CHARGES	348,000.00	239,144.77	68.72
	<b>TOTAL REVENUES</b>	<b>1,023,857.00</b>	<b>369,144.70</b>	<b>36.05</b>
<b>NON-DEPARTMENTAL</b>				
	PERSONAL SERVICES AND EMPLOYEE BENEFITS	0.00	0.00	0.00
	PURCHASES/CONTRACTED SERVICES	17,000.00	50,359.74	100.00
	SUPPLIES	1,500.00	1,337.00	7.86
	CAPITAL OUTLAYS	410,000.00	51.05	3.40
	INTERFUND CHARGES	595,357.00	544,556.91	43.69
	DEPRECIATION AND AMORTIZATION	0.00	396,904.64	66.67
	OTHER COSTS	0.00	0.00	0.00
	<b>TOTAL EXPENDITURES</b>	<b>1,023,857.00</b>	<b>993,209.34</b>	<b>53.39</b>
<b>Fund 560 - STORMWATER ENTERPRISE FUND:</b>				
	TOTAL REVENUES	1,023,857.00	369,144.70	36.05
	TOTAL EXPENDITURES	1,023,857.00	993,209.34	53.39
	<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>0.00</b>	<b>(624,064.64)</b>	<b>74.62</b>
<b>TOTAL REVENUES - ALL FUNDS</b>				
		18,503,487.00	12,534,721.92	67.74
<b>TOTAL EXPENDITURES - ALL FUNDS</b>				
		18,503,487.00	10,546,586.34	52.92
	<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>0.00</b>	<b>1,988,135.58</b>	<b>139.35</b>



# Ordinances and Resolutions

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**DATE:** 7/6/2026  
**TITLE:** Enota Street Bus Parking Ordinance Discussion  
**PRESENTED BY:** Doug Parks, City Attorney  
**PRIORITY:** Strategic Priority - Communication

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## AGENDA ITEM DESCRIPTION

Ordinance 2026-04

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## HISTORY/PAST ACTION

The recent change to parking availability on Enota Street led to renewed discussion. Council sentiment has spawned the changes presented via this memo and accompanying ordinance.

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## FINANCIAL IMPACT

Labor and materials with work performed by city employees.

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## RECOMMENDATION

Council discussion has prompted an amendment to the existing original 2015 bus parking zone by converting the area now occupied by all bus parking to four passenger spaces and two bus parking spaces. The council may also wish to consider the thoughts offered by John Gaston provided to you by the City Manager.

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## SUGGESTED MOTIONS

Motion to approve Ordinance 2026-04

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## ATTACHMENTS

Ordinance 2026-04

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## **ORDINANCE NO. 2026-04**

### **AN ORDINANCE TO AMEND THE CODE OF THE CITY OF DAHLONEGA BY ADOPTION OF AN AMENDMENT ALTERING THE ALLOWABLE PARKING SPACES ON ENOTA STREET SO AS TO LIMIT ALLOCATED PARKING SPACES FOR OVERSIZED VEHICLES TO TWO (2) SPACES AND TO ALLOW SIX (6) STANDARD PASSENGER CAR SPACES**

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

WHEREAS, the City Council finds that a safer and more efficient allocation of available parking spaces on Enota Street is Two (2) spaces dedicated for oversized vehicle parking spaces and Six (6) spaces dedicated for passenger car parking; and

WHEREAS, the City Council further finds that there is a substantial need for this change in parking space allocation directly related to the public health, safety and welfare and to address comprehensively these concerns through the adoption of these regulations.

NOW THEREFORE, be it ordained, and it is so ordained by the authority of the City Council of Dahlonega, that the Code of the City of Dahlonega, Georgia shall be amended, as detailed in the paragraphs set forth herein. This amendment is adopted with the express authority for Municode to renumber the ordinance sections based on their numbering system and to take other measures necessary for proper codification.

Section One Chapter 32 Article II Division 2 Section 32-88 Bus Parking is amended in its entirety to read as follows:

“Sec. 32-88 Oversize vehicle parking – Enota Street Parking Allocation

(a) Two (2) oversized vehicle spaces shall be located on the east end of Enota Street. These spaces are not to be used for loading or unloading of passengers and shall not be used as regular travel lanes at any time. The size of these spaces and location shall be determined by the City Engineer. These spaces shall be used for bus parking. The remaining available parking area shall be composed of up to six (6) spaces to be marked to accommodate standard passenger vehicles. The size and location of these spaces shall be determined by the City Engineer. Signage advising the availability of auxiliary oversized vehicle parking in the lot adjacent to the dry cleaners located at East Main and Hill Street shall be posted on Enota Street. Signage pertaining to this availability shall be posted only so long as those spaces are made available by Lumpkin County.

(b) Idling of busses is prohibited in the Enota Street parking zone, unless the temperature outside creates an unsafe environment for any person(s) inside the cabin, hot or cold.

(c) 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”, “Oversized vehicle parking only”, and any other relevant signage which the City Engineer or City Manager may deem appropriate for the proper and safe flow of traffic.

(d) Any persons failing to abide by these regulations shall be guilty of a violation to the ordinance which shall be punishable by a fine not less than \$150.00 nor more than \$250.00 in the Municipal Court of the City of Dahlonega.

(e) 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 signage indicating such traffic changes.

### SECTION THREE

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

### SECTION FOUR

If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

### SECTION FIVE

This ordinance shall become effective immediately upon its adoption by the City Council.

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

BE IT ORDAINED by the City Council of Dahlonega, and it is ordained by authority of the same, that if any portion of this Ordinance is for any reason found to be invalid or unconstitutional by the final decision of any tribunal of competent jurisdiction, it is the intention of the City Council of Dahlonega that the remainder of this Ordinance shall be in full force and effect.

So ordained and effective this \_\_\_\_ day of \_\_\_\_\_ 2026.

SO ORDAINED, this \_\_\_\_ day of \_\_\_\_\_, 2026

ATTEST:

\_\_\_\_\_  
Sam Norton, Mayor

\_\_\_\_\_  
Rhonda Hansard, City Clerk



# City Council Agenda Memo

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**DATE:** June 9, 2026  
**TITLE:** Grant Writing Services Agreement  
**PRESENTED BY:** Allison Martin, Finance Director

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**AGENDA ITEM DESCRIPTION:**

Renewal of contract for use of grant finding, writing, and administration services.

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**HISTORY/PAST ACTION:**

This item previously came before the council and was approved. There is not change to the contract, only the date. The city made a request to set aside any funding that requires the use of a government agency like GMRC or DCA as an example to avoid unnecessary fees.

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**FINANCIAL IMPACT:**

There is no impact to the city's operating budget as costs would be funded via grant funds.

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**RECOMMENDATION:**

It is the recommendation of the staff to proceed with the renewal of the contract.

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**SUGGESTED MOTIONS:**

I make a motion to approve the renewal of a contract with GFAAC as presented.

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**ATTACHMENTS:**

Contract

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**MUNICIPAL FUNDING ACQUISITION AGREEMENT  
BY AND BETWEEN  
CITY OF DAHLONEGA AND GFAAC, LLC**

## MUNICIPAL FUNDING ACQUISITION AGREEMENT

This Municipal Funding Acquisition Agreement (hereinafter the “Agreement”) is entered into as of \_\_\_\_\_, 2026 (the “Effective Date”), between the City of Dahlonega (“City of Dahlonega” or “City” or “Dahlonega”) and GFAAC, LLC, a Georgia Limited Liability Company (“GFAAC” or Sustainability “Facilitator”).

**WHEREAS**, the City of Dahlonega is located in Lumpkin County, State of Georgia; and

**WHEREAS**, GFAAC represents that the City of Dahlonega is potentially entitled to funding from governmental and non-governmental grants, stimulus funds and such other programs (hereinafter collectively referred to as “Municipal Funding Opportunities” or “MFO’s”); and

**WHEREAS**, the City of Dahlonega recognizes assistance acquiring and securing additional MFO’s and such MFO funds and funding for City programs, priorities, and initiatives would be in the City’s best interest; and

**WHEREAS**, GFAAC desires to assist the City of Dahlonega in obtaining additional MFO’s from governmental and non-governmental programs; and

**WHEREAS**, the City of Dahlonega and GFAAC desire to set forth herein the terms and conditions of such arrangement whereby GFAAC shall assist the City of Dahlonega in identifying, applying for, and securing MFO’s, and GFAAC shall work with the City’s management team on such governmental and non-governmental grants, and such other programs.

**NOW THEREFORE**, for and in consideration of the mutual promises made in this Agreement, as well as other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the parties agree as follows:

### **1. Purpose of Agreement.**

The City of Dahlonega does hereby engage GFAAC upon the terms and conditions of this Agreement to identify, apply for, and procure MFO’s. GFAAC does hereby agree to provide the MFO acquisition services on behalf of the City upon the terms and conditions of this Agreement.

### **2. Term of Agreement.**

The initial term of this Agreement shall be one (1) year and shall commence on the Effective Date. During this initial 1-year term, the City may only terminate the Agreement For Cause. As used herein, “For Cause” shall mean and refer to any of the following circumstances: (i) GFAAC commits a material breach of the Agreement and fails to cure same as required in Section 8(a)(1), below, after the City provides written notice of the breach; (ii) GFAAC violates any applicable state or federal law in the course of its performance under this Agreement; (iii) GFAAC files for bankruptcy protection.

This Agreement shall automatically renew for another one (1) year term unless one party serves the other party with written notice of its intent not to renew the Agreement. To be effective, this written Notice of Non-Renewal must be sent to the other party within the thirty-day period that immediately precedes the conclusion of the initial one (1) year term.

**3. The Services.**

**(a) GFAAC's Services.**

Starting on the Effective Date, GFAAC shall provide and perform the Services for the City of Dahlonge in accordance with the terms of this Agreement and the attached Schedule "A" incorporated herein by reference (i.e., GFAAC Services).

**(b) Compliance with Laws and Policies.**

(i) Generally. GFAAC shall perform the Services in compliance with:

(a) All Laws applicable to GFAAC in its performance and delivery of the Services;  
and

(b) All Laws applicable to the portion of the services of the City of Dahlonge performed by GFAAC as part of the Services, just as if the City of Dahlonge performed the Services.

**(c) City of Dahlonge Covenants.**

(i) Duties and Obligations. Starting on the Effective Date, the City of Dahlonge shall provide and perform the duties and obligations in accordance with the terms of this Agreement and the attached Schedule "B" incorporated herein by reference – (i.e., City of Dahlonge's Duties and Obligations).

(ii) Grant of Right of First Refusal. For every MFO identified for the City by GFAAC, the City shall grant GFAAC the Right of First Refusal to apply for those same MFOs on behalf of the City during the corresponding Proscribed Periods. As used herein, a "Proscribed Period" shall mean the three-year period running from the date that GFAAC identifies a particular MFO to the City. The Right of First Refusal set forth herein shall proscribe the City from applying for an identified MFO (either through its own employees or through a third-party vendor) unless and until GFAAC gives the City written notice of its intention not to apply for same. Any time GFAAC exercises its Right of First Refusal by electing to apply for an MFO it identifies to the City, all the terms and conditions of this Agreement shall govern the parties' performances, including without limitation, the terms governing GFAAC's compensation and the City's covenants. The right of first refusal above referenced shall not include those offerings or other available grants, allocation or appropriations presented directly to and made available to the City by such entities as the

Appalachian Regional Commission, the various Georgia Regional Commissions, state and federal offerings and similar sources.

**(d) Performance Level.**

GFAAC agrees that it will use reasonable efforts to ensure the highest level of performance of the Services.

**4. Charges; Invoices; and Payments.**

**(a) Fees for MFO's procured by GFAAC.**

The City of Dahlonega shall pay GFAAC fifteen percent (15%) of all MFO revenue procured, in whole or in part, by GFAAC for the City regardless of whether such revenue is received by the City during the term of this Agreement, during a renewal term of this Agreement or after a termination (or non-renewal) of this Agreement.

**(b) Payment.**

The City of Dahlonega shall advise GFAAC in writing of all MFO revenue it receives within three (3) business days of its receipt. GFAAC shall invoice the City of Dahlonega within ten (10) days of receiving notice that MFO revenue has been received by the City. All amounts due to GFAAC in accordance with section 4 (a) above, shall be due and payable no later than fifteen (15) days of the City of Dahlonega's receipt, directly or indirectly, of the applicable MFO revenue. The City of Dahlonega shall wire all funds due and owing GFAAC in accordance with the wiring instructions provided by GFAAC to the City of Dahlonega, from time to time.

**(c) Taxes.**

(i) Responsibility. The City of Dahlonega shall be responsible for any Taxes imposed on, based on, or measured by any revenue/funding it receives, directly or indirectly, from the MFO's, pursuant to the Agreement. GFAAC shall be responsible for any Taxes on any payments it receives from the City of Dahlonega in accordance with the terms of this Agreement.

(ii) Withholding Taxes. GFAAC shall be responsible for any Withholding Tax liability asserted by any tax authority against GFAAC on any payments it receives from the City of Dahlonega in accordance with the terms of this Agreement.

(iii) Cooperation. The Parties agree to reasonably cooperate with each other to enable each to determine its own Tax liabilities more accurately and to minimize such Taxes incurred in connection with the Agreement to the extent legally possible.

**(d) Disputed Charges/Credits.**

In the event that GFAAC disputes the accuracy or applicability of any MFO revenue received, directly or indirectly by the City, GFAAC shall notify the City of Dahlonega of such dispute as soon as practicable after the discrepancy has been discovered. The Parties will

investigate and attempt to resolve the dispute in a prompt and reasonable manner. Regardless of any disputes, GFAAC shall have the right to conduct an audit (personally or hire a third party to conduct the audit) of the City of Dahlonega's books and records that are directly related to the receipt, transfer, and use of MFO's (including, but not limited to, bank accounts). This audit right shall be available to GFAAC at least one (1) time per calendar year. If the audit reveals that the City of Dahlonega did not pay GFAAC any amount owed, then GFAAC shall have an extra audit right within twelve (12) months of the applicable audit disclosing the error/deficiency. The City of Dahlonega shall use all reasonable efforts to work in good faith with GFAAC to allow GFAAC to conduct the audit. If the audit reveals a difference in the amount paid GFAAC and the amount owed to GFAAC, then the City of Dahlonega shall pay all of GFAAC's costs and expenses associated with the audit in addition to the amount actually owed GFAAC. This GFAAC audit right survives the termination of this Agreement for a period of five (5) years but may be terminated upon a negotiated agreement of both parties in writing.

## **5. Covenants.**

### **(a) Services.**

GFAAC shall render Services using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement, and shall render Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services. Notwithstanding any provision to the contrary the parties acknowledge that some of the Services (e.g., those that are not grant writing services) being provided are a novel and new type of service.

### **(b) Continuous Improvement.**

GFAAC shall diligently and continuously try to improve the performance and delivery of the Services by GFAAC and the elements of the policies, processes, procedures, and systems that are used by GFAAC to perform and deliver the Services.

### **(c) No Solicitation.**

The City of Dahlonega agrees that, during the Term of this Agreement and for a period of two (2) years after the termination or expiration of the Agreement, the City of Dahlonega agrees not to solicit or hire any of GFAAC's employees or full-time independent contractors nor interfere with the business relationship between GFAAC and such workers.

## **6. Representations and Warranties.**

### **(a) Representations and Warranties of the City of Dahlonega.**

The City of Dahlonega represents and warrants to GFAAC:

(i) **Organization; Power.** As of the Effective Date, the City of Dahlonega is a city incorporated in Lumpkin County, Georgia, with all such powers, rights, and duties as prescribed and afforded by the laws of the State of Georgia, Lumpkin County, and its own City Code, including the power, authority, and ability to enter into the Agreement.

(ii) Authorized Agreement. This Agreement has been duly authorized, executed, and delivered by the City of Dahlonega and constitutes a valid and binding agreement of the City of Dahlonega, enforceable against the City of Dahlonega in accordance with its terms. The City of Dahlonega has the unqualified right to enter into this Agreement, and by doing so, it is not breaching any other agreements, violating any laws, nor violating the rights of any third parties.

(iii) No Default. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereunder or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or Law to which the City of Dahlonega is a Party or which is otherwise applicable to the City of Dahlonega.

**(b) Representations and Warranties of GFAAC.**

GFAAC represents and warrants to the City of Dahlonega:

(i) Organization; Power. As of the Effective Date, GFAAC (i) is a limited liability company, duly organized, validly existing and in good standing under the Laws of the State of Georgia, and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.

(ii) Authorized Agreement. This Agreement has been duly authorized, executed and delivered by GFAAC and constitutes or will constitute, as applicable, a valid and binding agreement of GFAAC, enforceable against GFAAC in accordance with its terms.

(iii) No Default. Neither the execution and delivery of this Agreement by GFAAC, nor the consummation of the transactions contemplated hereunder or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or Law to which GFAAC is a Party or that is otherwise applicable to GFAAC.

(iv) Consents. Except as otherwise provided in the Agreement, no authorizations or other consents, approvals or notices of or to any Person are required in connection with (i) the execution, delivery and performance by GFAAC of the Agreement, or (ii) the validity and enforceability of the Agreement.

(v) Compliance with Immigration Laws. None of the GFAAC personnel working under the Agreement shall be an unauthorized alien under, and GFAAC will at all times comply with, all Laws relating to the screening, hiring and employment of all labor forces used in connection with the Services, including those relating to citizenship or legal work status, including the U.S. Immigration Reform and Control Act of 1986, as amended, and its successors, if any, and any implementing regulations therefore. GFAAC will not assign Services to be performed to any GFAAC personnel who are unauthorized aliens, and if any GFAAC personnel performing any of the Services is discovered to be an unauthorized alien, GFAAC will immediately remove such personnel from performing Services hereunder and replace such personnel with personnel who is not an unauthorized alien.

(vi) No Litigation. There is no action, suit, proceeding, or investigation pending or, to GFAAC's knowledge, threatened, that questions the validity of the Agreement or GFAAC's right to enter into the Agreement to provide any of the Services.

(c) **Disclaimer.**

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN ANY STATEMENT OF WORK, THE PARTIES MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT.

**7. Governance; Contract Managers.**

(a) **Contract Managers.**

(i) GFAAC Contract Manager. During the Term (and any renewals), GFAAC will designate a senior-level individual who will be dedicated to the City of Dahlonge's account (the "GFAAC Contract Manager"). The GFAAC Contract Manager will be deemed a GFAAC "Key Personnel". The GFAAC Contract Manager (i) will be the primary contact for the City of Dahlonge in dealing with GFAAC under the Agreement, (ii) will have overall responsibility for managing and coordinating the delivery of the Services, (iii) will meet regularly with the City of Dahlonge Contract Manager, and (iv) will have the power and authority to make decisions with respect to actions to be taken by GFAAC in the ordinary course of day-to-day management of the City of Dahlonge's account in accordance with the Agreement. To the extent reasonably possible, GFAAC shall give City of Dahlonge at least thirty (30) days advance written notice of a change of the GFAAC Contract Manager.

(ii) City of Dahlonge Contract Manager. During the Term, the City of Dahlonge will designate a senior level individual (i) who will serve as the City of Dahlonge's primary contact for GFAAC in dealing with the City of Dahlonge under the Agreement, (ii) who will have the power and authority to make decisions with respect to actions to be taken by the City of Dahlonge in the ordinary course of day-to-day management of the Agreement which do not require council approval; and (iii) who will serve as an escalation contact for any Service delivery issues (the "City of Dahlonge Contract Manager"). The City of Dahlonge shall also designate at least two additional people who shall have the same power and authority as the Contract Manager and who may act if the Contract Manager does not respond to GFAAC within two (2) business days. To the extent reasonably possible, the City of Dahlonge may replace the individual serving as the City of Dahlonge Contract Manager by providing at least thirty (30) days advance written notice to GFAAC.

(iii) Contract Manager Meetings. During the Term, the City of Dahlonge Contract Manager and GFAAC Contract Manager shall meet periodically via video conference or in person meetings, at such times and locations as reasonably requested by GFAAC, to review the status of MFO's,

receipt of funding, and payments and other matters applicable to the Agreement. Remote or telephonic meetings can satisfy this requirement upon agreement of both parties.

**8. Termination.**

**(a) Termination by the City of Dahlonge.**

The City of Dahlonge may terminate the Agreement in whole, as follows, for any of the following reasons:

(i) Material Breach. Upon written notice to GFAAC, in the event of a material breach of the Agreement by GFAAC that remains uncured for fifteen (15) days after receipt of written notice thereof by the City of Dahlonge to GFAAC. However, if after receiving the City's notice GFAAC promptly undertakes efforts to cure its material breach and diligently prosecutes such cure, the City's notice shall not be effective unless and until GFAAC fails to complete its cure within a reasonable amount of time; or

(ii) GFAAC Insolvency. Termination will be effective upon written notice by the City of Dahlonge to GFAAC if GFAAC files (or has filed or commenced against it) a petition, arrangement, application, action or other proceeding seeking relief or protection under the bankruptcy Laws of the United States or any similar Laws of the United States or any state of the United States or transfers all or substantially all of its assets to another person or entity and it has not been dismissed within ninety (90) days of the filing.

**(b) Termination by GFAAC.**

**(c) Termination Fee.**

In the event of a non-renewal or a termination without cause by the City of Dahlonge, the City of Dahlonge shall pay GFAAC a Termination Fee equal to fifteen percent (15%) of all MFO revenue derived from opportunities identified by GFAAC to the City but procured by the City (or the City's agents, contractors or other representatives) within two (2) years of the termination regardless of when the City actually receives the corresponding revenue. This Termination Fee shall be paid in addition to (and in the same manner as) all fees otherwise earned by GFAAC pursuant to Section 4(a), above. For the avoidance of doubt any funds due pursuant to this paragraph shall only be due and payable to GFAAC upon actual receipt by the city due and payable upon fifteen days of receipt thereof.

**(d) Survival of Selected Provisions.**

(i) Survival. Notwithstanding the expiration or earlier termination of the Services, the Agreement for any reason however described, the following Sections of the Agreement shall survive any such expiration or termination: Section 4, Section 8(c), and Section 9. Upon termination or expiration of the Agreement, all rights and obligations of the Parties under the Agreement shall expire, except those rights and obligations under those Sections specifically designated to survive in this Section 8(c).

(ii) **Claims.** Except as specifically set forth in the Agreement, all claims by any Party accruing prior to the expiration or termination date shall survive the expiration or earlier termination of the Agreement.

**9. General.**

**(a) Relationship of Parties.**

(i) **No Joint Venture.** The Agreement shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.

(ii) **Publicity.** GFAAC may conduct its own advertising, written promotion, press releases and other publicity matters relating to the Agreement in which the other Party's name or marks are mentioned or language from which the connection of such name or marks may be inferred or implied and provided the publicity is not illegal or derogatory toward the other party and is commercially reasonable.

**(b) Entire Agreement, Updates, Amendments and Modifications.**

The Agreement constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement are superseded and merged into the Agreement. Updates, amendments, corrections, and modifications to the Agreement may not be made orally, but shall only be made by a written document signed by both Parties. Any terms and conditions varying from the Agreement on any order or written notification from either Party shall not be effective or binding on the other Party.

**(c) Force Majeure.**

Each Party will be excused from performance under the Agreement for any period and to the extent (and only to the extent) that it is prevented from or delayed in performing any obligations pursuant to the Agreement, in whole or in part, as a result of a Force Majeure Event. If either Party is prevented from, or delayed in performing any of its obligations under the Agreement by a Force Majeure Event, it shall promptly notify the other Party verbally (to be confirmed in writing within twenty-four (24) hours of the inception of the delay) of the occurrence of a Force Majeure Event and describe, in reasonable detail, the circumstances constituting the Force Majeure Event and of the obligations, the performance of which are thereby delayed or prevented. The Party claiming that a Force Majeure Event has occurred shall continue to use reasonable efforts to mitigate the impact or consequence of the event on the other Party and to recommence performance whenever and to whatever extent possible without delay.

**(d) Waiver.** No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof.

(e) **Severability.** If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).

(f) **Counterparts.** The Agreement may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that an electronic, photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original.

(g) **Binding Nature and Assignment.** Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.

(h) **Notices.**

(i) Whenever one Party is required or permitted to give notice to the other Party under the Agreement, such notice will be in writing unless otherwise specifically provided herein and will be deemed given when delivered by hand, one (1) business day after being given to an express courier with a reliable system for tracking delivery, five (5) business days after the day of mailing, when mailed by United States mail (registered or certified mail, return receipt requested, postage prepaid), or the same day if sent by email (with a delivery receipt).

(ii) Notifications will be addressed as follows:

In the case of GFAAC:

GFAAC

Attn: Manager

225 Creekstone Ridge

Woodstock, GA 30188

Email: jo@gfaac.org

with a simultaneous courtesy copy to:

Matthew H. Schwartz, Esq.

Schwartz Law Center, LLC

2985 Gordy Parkway, Suite 550

Marietta, Georgia 30066

Email: matt@schwartzlawgroup.com

In the case of City of Dahlonega:

Attn: Finance Director

465 Riley Rd,

Dahlonega, GA 30533

Email: amartin@dahlonega.gov

with a copy to:

City Attorney – City of Dahlonega  
Mr. Douglas Parks  
Law Offices of J. Douglas Parks, P.C.  
81 Crown Mountain Place, Suite C-100  
Dahlonega, Georgia 30533  
Email: doug@jdplaw.net

Either Party hereto may from time to time change its address for notification purposes by giving the other prior written notice of the new address and the date upon which it will become effective.

**(i) No Third-Party Beneficiaries.**

The Parties do not intend, nor will any Section hereof be interpreted, to create for any Third-Party beneficiary rights with respect to either of the Parties.

**(j) Rules of Construction.** Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) provisions shall apply, when appropriate, to successive events and transactions, (d) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement, and (e) the Agreement was drafted with the joint participation of both Parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning hereof. In the event of any apparent conflicts or inconsistencies between the provisions of the Agreement, the Schedules or other attachments to the Agreement, such provisions shall be interpreted so as to make them consistent to the extent possible, and if such is not possible, the provisions of the Agreement shall control.

**(k) Further Assurances.** During the Term and at all times thereafter, each Party shall provide to the other Party, at its request, reasonable cooperation, and assistance (including the execution of reasonably necessary or appropriate documentation) as necessary to effect the terms of the Agreement.

**(l) Expenses.** Each Party shall be responsible for the costs and expenses associated with the preparation or completion of the Agreement and the transactions contemplated hereby except as specifically set forth in the Agreement.

**(m) Mediation.**

In the event of a dispute arising from this Agreement, the parties shall participate in mediation proceedings within forty-five (45) days of either party serving a “Notice to Mediate Dispute” to the other, and to undertake good faith and with commercially reasonable efforts to resolve the dispute short of litigation. The Notice to Mediate Dispute shall be a writing that sets forth the nature of the pending dispute in such detail that will enable the other party to prepare fully and meaningfully for resulting mediation proceedings. The parties shall promptly cooperate with one another in the selection of a qualified mediator. In the event the mediation proceedings do not conclude with a resolution of the noticed dispute, the parties shall share the costs of mediation equally. Unless otherwise agreed to by the parties, the venue for any such mediation

shall be within Cobb County, Georgia, however the parties and their counsel shall have the right to appear at the mediation remotely (e.g., by way of video conferencing).

Notwithstanding the foregoing, the parties shall conduct mediation proceedings within just five (5) days of the service of a Notice to Mediate Dispute if the party serving the Notice articulates in the Notice a genuine and bona fide urgent need for an expedited resolution. Furthermore, either party may seek injunctive relief in court without participating in mediation proceedings if it is threatened with immediate, irreparable harm.

**(n) Governing Law.**

All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Georgia without giving effect to any choice-of-law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action, or other proceeding with respect to the Agreement in the Federal District Court, Atlanta Division, located in Atlanta, Georgia or in any State court of competent jurisdiction in Cobb County, Georgia. GFAAC consents to the exclusive jurisdiction of any state or federal court empowered to enforce the Agreement located in Cobb County, Georgia, or Federal District Court, Atlanta Division and waives any objection thereto on the basis of personal jurisdiction or venue.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

CITY OF Dahlonega: City of Dahlonega

By: \_\_\_\_\_

Its: \_\_\_\_\_

GFAAC:

GFAAC, LLC,  
A Georgia limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SCHEDULE "A"**  
GFAAC's Services

- Upon direction from the City of Dahlonega, apply for and procure county, state and federal monies/funds that the City of Dahlonega is eligible to receive from various governmental and non-governmental stimulus funds, special taxes, grants, and such other funds outside the City's normal revenue base (traditional and customary annual budget).
  
- Prepare and submit on behalf of the City of Dahlonega all applicable paperwork and documentation to obtain/procure MFO revenue.

## **SCHEDULE “B”**

### City of Dahlonega’s Duties and Obligations

- Review all GFAAC submissions of potential funding opportunities and communicate to GFAAC whether the City will approve or disapprove each proposed funding opportunity. For decisions on submissions that do not require council approval, the City shall communicate its approval or disapproval within seven (7) days of each submission unless there is a shorter deadline. For decisions on submissions that require council approval, the City shall communicate its approval or disapproval within one business day following its next council meeting. The City shall conduct a special meeting on an expedited basis if a MFO application is due within thirty (30) days of the submission to the City or if the City’s chances of being awarded an MFO are substantially hindered by delay.
  
- Provide GFAAC written authorization to serve as the City’s authorized representative at all relevant city, county, state or federal meetings in order to advocate for the City regarding the MFO’s. “Authorized” means that GFAAC will have the authority to communicate, act and negotiate on behalf of the City regarding MFO’s but not to bind the City.
  
- Grant GFAAC direct access to all relevant City personnel (including IT employees and contractors) to aid/assist GFAAC in developing information to capture and to assist GFAAC in the sourcing and procurement of MFO’s subject to availability.



## Agreements and Contracts

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**DATE:** 6/15/2026  
**TITLE:** Municipal Court Judge Service Agreement Renewal  
**PRESENTED BY:** Doug Parks, City Attorney  
**PRIORITY:** Strategic Priority - Communication

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### AGENDA ITEM DESCRIPTION

The agreement is to renew the municipal court judge's contract with Judge G. Hammond Law III to include a \$200 per month increase in compensation to better align with most courts of similar size.

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### HISTORY/PAST ACTION

None.

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### FINANCIAL IMPACT

None.

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### RECOMMENDATION

Approval.

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### SUGGESTED MOTIONS

Motion to approve when action is to be taken.

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### ATTACHMENTS

Agreement.

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## INDEPENDENT CONTRACTOR SERVICE AGREEMENT WITH MUNICIPAL COURT JUDGE

This Agreement by and between the City of Dahlonega, a municipal corporation, hereinafter referred to as the “City,” and G. Hammond Law III, hereinafter referred to as the “Municipal Court Judge” or “Judge” or “Judge Law”, as follows:

**WHEREAS**, the City Council wishes to continue the services of G. Hammond Law III as Judge of the City’s Municipal Court through an Independent Contractor Service Agreement and not as a City employee; and

**WHEREAS**, Judge Law has accepted the appointment and confirmation and desires to enter into this Agreement with the City to provide services to the City as Judge; and

**WHEREAS**, Judge Law understands this Agreement involves overseeing court staff, which are employees of the City; and

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and terms contained herein, the City and Judge Law agree as follows:

**1. INDEPENDENT CONTRACTOR STATUS:**

This Agreement does not create and shall not be construed to create an employee, representative, joint venture, or partnership relationship between the City and Judge. Neither Party is an agent of the other Party for any purpose. Accordingly:

Judge shall provide Services as an independent contractor, and Judge shall not be considered an employee of the City for any purpose;

Judge, and Judge’s agents and subcontractors, including, but not limited to any Judges Pro Tempore, shall not be entitled to, and shall not receive from City in connection with Services any workers’ compensation coverage, insurance coverage, pension, profit sharing, paid vacation, sick leave disability or similar benefit normally provided by City to its employees, except as expressly provided under the Benefits section below;

Judge retains sole and exclusive liability and shall withhold and/or pay all taxes and contributions required to be withheld and/or paid under federal and state income tax laws, unemployment compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings, with respect to all Services provided hereunder, in a timely manner;

Judge is solely responsible for paying **his** own business expenses, and expenses will only be reimbursed as set forth in this Agreement; and

Judge is free to perform services for any other customer.

At all times during the term of this Agreement, neither party will function as or represent

itself to be the other party or its agent, and no officer, employee, or agent of one party shall hold himself or herself out to be an officer, employee, or agent of the other party.

**2. TERM OF APPOINTMENT:**

**Judge Law** accepts the appointment of Judge of the Municipal Court of the City for a one (1) year term commencing on July 1, 2026 and terminating on June 30, 2027, unless earlier terminated as described below.

The Judge shall be, and remain, an attorney admitted to practice law in the State of Georgia. The Judge must also be a citizen of the United States of America and the State of Georgia. The Judge must comply with all other requirements for service as a municipal court judge, including but not limited to complying with all training requirements. The Judge shall immediately report to the City Attorney any change affecting **his** membership in good standing in the Georgia Bar Association and any training deficiencies.

**3. SCOPE OF SERVICES:**

The Judge shall perform all duties legally prescribed for a judicial officer serving as a Judge of a lawfully constituted Municipal Court according to the requirements of the Georgia Constitution, the Official Code of Georgia, the Code of Judicial Conduct, the Uniform Rules, Municipal Courts of the State of Georgia and such other rules as may be prescribed by the Supreme Court of the State of Georgia. In addition, the Judge shall act in accordance with any published opinions of the Judicial Qualifying Committee and the terms of any applicable Judicial Emergency Order. The Judge shall preside over all pre-trial conferences, cases, trials, and hearings or arrange for a Judge Pro Tempore to do so. The Judge also shall perform the duties described in section 4.

The Judge shall at all times faithfully and to the best of his ability administer activities of the court, assign and hear all cases and fulfill obligations of the Court as established by State or local law, rule, statute, regulation and City ordinance.

The Judge shall appoint Judges Pro Tempore for vacation, affidavits of prejudice, recusal from a pending case, illness and required judicial continuing education and training.

The Judge shall instruct all Judges Pro Tempore concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible, and shall provide a copy of this Agreement to the Judges Pro Tempore and obtain their agreement to comply with applicable terms during the Judge's absence.

The Judge shall make a reasonable effort to maintain a pool of at least three Judges Pro Tempore and shall endeavor to rotate them evenly so that all will be reasonably familiar with Municipal Court procedures should their service be necessary.

**4. JUDICIAL INDEPENDENCE AND ADMINISTRATION:**

The Judge and all Judges Pro Tempore are independent from the City when performing

judicial responsibilities and nothing contained herein shall be construed to interfere with a judge when performing judicial duties. The Judge, or any Judge Pro Tempore serving in the absence of the Judge, is solely responsible for judicial decisions. Judicial decisions include, but are not limited to, establishment of a standard bail schedule if the judge deems appropriate, establishment of a standard fine schedule for use with violations that do not require court appearances, determination of fines and punishment in individual cases, determination of bail in individual cases, establishment of standing orders regarding offenses for which cash bail is not required, determination of financial ability, determination of conditions of probation, determination of liability, and determination of eligibility for indigent defense and for alternatives to monetary penalties including community service and penalty or fine reductions.

Furthermore, the Judge is responsible for doing the following:

- **in coordination with the City Attorney and the Court Clerk** approving court forms and procedures necessary for the proper exercise of constitutional rights and other compliance with the law, and updating such forms and procedures as necessary
- **in coordination with the City Attorney and the Court Clerk** providing proper training of court staff and officials subject to the Judge's direction and control about court procedures and the use of approved court forms, and updating such training as necessary
- ensuring that court staff and officials subject to the Judge's direction and control use approved forms, follow approved procedures and comply with applicable provisions of the Code of Judicial Conduct, court rules, ordinances and statutes
- notifying the **City Attorney** of any Judicial Emergency Orders and any actions required to comply with such Orders, including, but not limited to actions that impact remote technology needs, city buildings, and city staff
- notifying the **City Attorney** of additional resources necessary to ensure compliance with applicable laws and rules
- notifying the **City Attorney** of service provider performance deficiencies
- reviewing quarterly reports and other communications of the Georgia Department of Community Supervision Misdemeanor Probation Oversight program and taking any actions the Judge deems necessary or appropriate.
- Reviewing and commenting upon other necessary forms and reports

The Court Clerk and all court staff other than the Judge are City employees subject to City rules and regulations. However, they are subject to the Judge's direction and control when performing duties for the court. Their salaries, benefits, hours of work and working conditions shall be established by the City.

The Judge understands that court staff adhere to the same applicable personnel policies as other City employees. The Parties agree that the Judge will participate in the review

and amendment of any such policies to ensure that they recognize the unique nature of court employment and the Judge's responsibilities with respect to court employees. The Judge acknowledges the Court Clerk may perform other duties for the City that are not in conflict with the separation of powers.

The Judge will confer with the **City Attorney** to coordinate administrative activities concerning City procedures, policies and the budget in an effort to retain and ensure consistency and common practices throughout the City.

5. **COMPENSATION:**

The Judge's compensation for Services is set forth below:

The Judge's salary and benefits shall be set and appropriated through the City's budget process. The Judge's current salary is set at \$800 per month. The Judge's compensation may be increased, but not decreased, during the Judge's term of office.

This salary shall constitute compensation for all responsibilities and duties in the administration of the Municipal Court.

Each party will pay payroll and other taxes as required by applicable laws and regulations.

The Judge may request from the City Manager reimbursement for required judicial trainings and qualifications to hold the office of a municipal court judge.

6. **METHOD OF PAYMENT:**

The Judge, or any Judge Pro Tempore, shall send invoices to City of Dahlonega 465 Riley Road, Dahlonega, GA 30533 or by email to [accountspayable@dahlonega.gov](mailto:accountspayable@dahlonega.gov).

7. **BENEFITS:**

The Judge is not eligible for any benefits offered by the City to employees.

8. **TERM OF AGREEMENT:**

The Judge's term of office and the term of this Agreement shall be for a period of one (1) year beginning July 1, 2026, and ending on June 30, 2027.

At the conclusion of the above-stated Term, this Agreement will automatically renew for one (1) year unless either the City of Judge provides to the other thirty (30) days' notice of non-renewal.

9. **CONTRACT ADMINISTRATION:**

This Agreement shall be administered by the City Manager and/or designee on behalf of the City and by Hammond Law. Any written notices to be served on either party shall be served or mailed to the following addresses, with a copy by email:

**IF TO THE CITY:**

City Manager  
465 Riley Road  
Dahlonega, GA 30533  
[amartin@dahlonega.gov](mailto:amartin@dahlonega.gov)

**IF TO THE JUDGE:**

Judge G. Hammond Law III  
P.O. Box 1704  
Gainesville, GA 30503  
[lawhammond@bellsouth.net](mailto:lawhammond@bellsouth.net)

**10. TERMINATION OF AGREEMENT:**

This Agreement may be terminated during the Judge's term of office as follows:

- By the Judge if he provides a minimum of thirty (30) days written notice prior to his effective date of termination, unless otherwise mutually agreed by the parties.
- By the City only as provided in O.C.G.A. Section 36-32-2.1.

**11. MERGER AND AMENDMENT:**

This Agreement contains the entire understanding of the City and the Judge with respect to the matters set forth herein, and any prior or contemporaneous understandings are merged herein. This Agreement shall not be modified except by written instruments executed by the City and Judge hereto.

This Agreement shall be governed under the laws of the State of Georgia, and any dispute regarding this Agreement shall be resolved in the Lumpkin County Superior Court, State of Georgia.

**12. SEVERABILITY**

If any provision of this Agreement or their application to any circumstance is held invalid, the remainder of this Agreement and their application to other circumstances is not affected.

(Signatures on next page)

IN WITNESS WHEREOF the parties hereto do hereby execute this Agreement.

CITY OF DAHLONEGA

By: \_\_\_\_\_  
Sam Norton, Mayor

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Doug Parks, City Attorney

MUNICIPAL COURT JUDGE

By: *G. Hammond Law III*  
G. Hammond Law III, Municipal  
Court Judge

Date: 5/13/26



# City Council Agenda Memo

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**DATE:** 6/18/2026  
**TITLE:** Morrison Moore Pedestrian Bridge Construction Supplemental Agreement #1  
**PRESENTED BY:** Mark Buchanan  
**PRIORITY:** Strategic Priority - Infrastructure

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## AGENDA ITEM DESCRIPTION

The attached agreement describes roles, responsibilities and funding for an anticipated increased construction cost of the Morrison Moore Pedestrian Bridge & Sidewalk. The parties are the City of Dahlonega and the Georgia Department of Transportation.

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## HISTORY/PAST ACTION

The City has executed several similar agreements with GDOT that layout project funding for engineering and construction. Typically, these agreements indicate 80% funding through the Transportation Alternatives Program (TAP) and 20% by the local government.

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## FINANCIAL IMPACT

The construction contract is being increased by \$40,020 for additional concrete storm drain work. The agreement indicates funding of \$32,016 through the TAP grant and \$8,004 by the City.

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## RECOMMENDATION

Execution of the attached supplemental agreement.

---

## SUGGESTED MOTIONS

"...motion to approve the attached supplemental agreement for the Morrison Moore Pedestrian Bridge & Sidewalk, PI 0016629."

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## ATTACHMENTS

0016629 Lumpkin 2026.05.28 SA #1 CST Agreement

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

June 5, 2026

PI No. 0016629, Lumpkin County  
SR 9/SR 60 from SR 60BU to N of Yahoola Creek

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

Subject: **Supplemental Construction Agreement No. 1**

Dear Mayor Norton

The Department accepts the recommendation from the City of Dahlonega to supplement the construction agreement for services referenced as Contract Modification 1.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. County/City will be sent an electronic copy of the fully executed agreement for your project file.

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

Sincerely,

Kimberly W. Nesbitt  
State Program Delivery Administrator

KWN:CCV:MSL:MSL  
Attachment

cc: Honorable Joseph Stein, State Transportation Board Member, Congressional District 7  
Albert V. Shelby, Director of Program Delivery  
Jason Dykes, District 1 Engineer  
Derek Fusco, District 1 Construction Manager  
Attn: Daniel Freeman, District 1 Area 4 Manager

# Preconstruction Status Report

**PI NUMBER:** 0016629 **SR 9/SR 60 FROM SR 60BU TO N OF YAHOOLA CREEK**  
**COUNTY:** Lumpkin **SPONSOR:** Dahlonega **MEASURE:** E  
**LENGTH(MI):** 0.95 **MPO:** Not Urban **DESIGN FIRM:** Wood Environment & Infrastructure Solutions, Inc. 19374  
**PROJ NO:** **TIP#:**  
**PROJ MGR:** Lawing, Michael **MODEL YR:** **PRIORITY CD:**  
**AOHD INITIALS:** ATC **TYPE WORK:** Bicycle/Ped. Facility **DOT DIST:** 1  
**OFFICE:** Program Delivery **CONCEPT:** BIKE/PED **CONG. DIST:** 007  
**CONSULTANT:** Local Design, Reimbursed by GDOT funds **PROG TYPE:** Enhancement **COMPLETE STREETS:**

**BASELINE LET DT:** 9/20/24 **MGMT LET DT:** 9/20/24 **PRINT DATE:** 05/28/26  
**SCHED LET DT:** 12/11/24 **MGMT ROW DT:** 9/15/23 **PAGE:** 1  
**LIGHTING TYP:** None **WHO LETS?:** Local Let  
**ENV DOC TYPE:** NEPA **LET WITH:** 0  
**ENV CONSULTANT:** Edwards-Pitman Environmental, Inc.

**Project Manager**

Other: TAP project. 89% invoiced. PE Charge No. 0019426.  
 Schd: On BL. CST funds authorized. Next mlstn is GDOT NTP-CST issuance to LG, OPD coordinating rqmnts 1/15.  
 FFPR Status: Responses approved 5/15.  
 Lkdwn Plans: Sbmtd 2/20.  
 404/SBV: 404 approved 6/27. SBV approved 5/24. Mitigation credits n/a.  
 CFFPR Plans: Sbmtd to GDOT ES 7/1.  
 Final Plans Sub: Sbmtd to GDOT ES 10/2.  
 UTL: Certified 4/25.  
 ROW: Certified 3/20.  
 ENV: Certified 8/2.  
 CST Auth: ADA to GDOT ES 5/30; DBE 8%; CST funds authorized; Title VI verified 8/8.  
 PS&E: Sbmtd to GDOT ES 10/2.  
 CST Est: CST funds authorized.  
 NTP to Ad: Issued 9/30.  
 Bid Open: Held 12/11.  
 CST Agrmnt to Locals: Xpctd late 2/2025.  
 NTP for CST: Xpctd spring 2025.  
 2/5/25, MSL

BASE START	BASE FINISH	TASKS	ACTUAL START	ACTUAL FINISH	EXPECTED FINISH	%
4/25/22	4/25/22	Scoping and Concept Development Phase LOE	4/25/22	4/25/22		100
4/19/22	4/19/22	Management Concept Approval Complete	4/19/22	4/19/22		100
7/13/22	10/5/22	Public Information Open House Advertisement (with steps)	7/1/22	7/29/22		100
10/6/22	10/6/22	Public Information Open House or Comment Period Held	8/1/22	8/1/22		100
7/29/22	7/29/22	Receive Preliminary Plans to Begin Technical Studies	5/20/22	5/20/22		100
8/12/22	11/7/22	Request/Receive Utilities First Submission	5/23/22	7/22/22		100
5/16/22	12/8/22	Preliminary Roadway Plans LOE (Designer Activities)	4/28/22	12/16/22		100
6/21/21	4/28/22	Preliminary Bridge Design Summary	6/21/21	4/28/22		100
1/26/23	1/26/23	PM Request PFPR	1/10/23	1/10/23		100
1/26/23	2/22/23	PFPR Request (ES)	1/19/23	1/20/23		100
2/23/23	2/23/23	PFPR Inspection	3/2/23	3/2/23		100
3/10/23	4/6/23	PM Submits PFPR Responses to ES	3/6/23	3/28/23		100
4/14/23	5/5/23	ROW Plans Preparation	4/4/23	4/4/23		100
6/22/23	8/17/23	ROW Plans Final Approval	4/4/23	4/4/23		100
8/2/23	8/17/23	L & D Approval	4/4/23	4/4/23		100
9/15/23	6/4/24	ROW Acquisition Summary	4/4/23	4/4/23		100
9/15/23	9/15/23	ROW Authorization	4/4/23	4/4/23		100
5/16/22	11/28/23	BFI Report LOE	10/20/22	8/18/23		100
8/2/23	2/8/24	Final Roadway Plans LOE (Designer Activities)	8/15/23	12/18/23		100
2/19/24	2/19/24	Submit Plans to Environmental for Permit Applications (typically referred to as lockdown plans)	2/20/24	2/20/24		100
9/14/23	12/12/23	Request/Receive Utilities Second Submission	8/22/23	12/21/23		100
8/16/23	2/8/24	Final Bridge Design LOE	8/18/23	1/29/24		100
9/26/23	11/24/23	Wall Plans Preparation	8/21/23	8/21/23		100
3/4/24	6/28/24	404 and Buffer Variance (BV) Permits LOE	2/26/24	6/27/24		100
2/23/24	2/23/24	PM Request FFPR	2/15/24	2/15/24		100
3/22/24	3/22/24	FFPR Inspection	3/28/24	3/28/24		100
4/8/24	4/19/24	PM Submits FFPR Responses to ES	4/15/24	4/15/24		100
7/15/24	7/15/24	Submit Final Plans	8/29/24	9/30/24		100

Phase	Approved	Proposed	Lump Yr	Program	Cost	Fund	Status	Date Auth
PE	2024	2024	2024	LUMP	\$44,690.00	Y300	AUTHORIZED	3/21/19
PE	2019	2019	2019	LUMP	\$515,000.00	Z302	AUTHORIZED	3/21/19
CST	2025	2025	2025	LUMP	\$5,250,552.55	Y300	AUTHORIZED	8/6/24

COST EST AMTS			STIP AMOUNTS		
PE	\$559,690.00	9/12/23	Activity	Cost	Fund
CST	\$5,250,552.55	7/30/24	PE	\$0.00	Y300
			PE	\$0.00	Z302
			CST	\$0.00	Y300

**Bridge :** 1/25/2024 - SKG - WSP(FINAL) - PED BRIDGE - FP 100% (1/25/2024); PL 100% (4/28/2022)  
**Construction :** DBE goal approved 7-3-24 = 8%  
 OJT = 1,000 hrs  
**Design :** Muhammad Humayon with WSP USA Environment & Infrastructure, 770-421-3306 or Muhammad.Humayon@wsp.com  
**EIS :** SEPT MGMT Let; Certified for Let 02Aug24 | BV rcd 24May24 | 404 permit rcd 27Jun24 | PCE Reeval apprvd 02Aug24; PCE Apvd 27Mar24 | Nelson/Earhart 06aug24  
**Engr Services :** WDT: 10JAN2023 rec'd PFPR request. MJS: Scheduled PFPR for 02MAR2023 MJS: Sent out PFPR Report 06MAR2023. MJS: 04APR2023 Accepted PFPR Reponses. WDT: 19FEB2024 rec'd FFPR request. AAG: Sent out FFPR report on 01APR2024. AAG: Accepted FFPR responses on 15MAY2024. WDT: 01JUL2024 rec'd CFFPR plans.  
**Programming :** KYP cost estimate update: CST received 28MAR2024; returned markups to PM 09APR2024. CHANGED TO LUMP SUM TAP ANY AREA 6-12-2024|CHANGED TO LUMP SUM TAP 5K-50K 8-1-2022|PE LS 0016101|#1 3-2022|#2 8-2022|LS 0019376|NTP 4-2025|COMP 4-2026|#3 3-2026  
**Utility :** Util Cert 4/25/24 DB; District Requested Certification 04/23/2024

**ROW/LET Status Comments**

Other: TAP project. 89% invoiced. PE Charge No. 0019426.  
 Schd: On BL. CST funds authorized. Next mlstn is GDOT NTP-CST issuance to LG, OPD coordinating rqmnts 1/15.  
 FFPR Status: Responses approved 5/15.  
 Lkdwn Plans: Sbmtd 2/20.  
 404/SBV: 404 approved 6/27. SBV approved 5/24. Mitigation credits n/a.  
 CFFPR Plans: Sbmtd to GDOT ES 7/1.  
 Final Plans Sub: Sbmtd to GDOT ES 10/2.  
 UTL: Certified 4/25.  
 ROW: Certified 3/20.  
 ENV: Certified 8/2.  
 CST Auth: ADA to GDOT ES 5/30; DBE 8%; CST funds authorized; Title VI verified 8/8.  
 PS&E: Sbmtd to GDOT ES 10/2.  
 CST Est: CST funds authorized.  
 NTP to Ad: Issued 9/30.  
 Bid Open: Held 12/11.  
 CST Agrmnt to Locals: Xpctd late 2/2025.  
 NTP for CST: Xpctd spring 2025.  
 2/5/25, MSL

**DPM Comments**

## Georgia Department of Transportation Project Financial Report (PFR)

Processed Date: May-28-2026 02:01:27 PM

**Project:** 0016629

<b>Description:</b>	SR 9/SR 60 FROM SR 60BU TO N OF YAHoola CREEK
<b>Project Manager Name:</b>	Lawing, Michael
<b>Office:</b>	Program Delivery
<b>Counties:</b>	Lumpkin
<b>Congressional Districts:</b>	007

### Engineer Estimates

Activity	Original	Current	Change	% Change	Original Cost Est Date	Current Cost Est Date
CST	\$1.00	\$4,984,981.24	\$4,984,980.24	498498024.00%	Jul-30-2024	Jul-30-2024
<b>TOTALS:</b>	<b>\$1.00</b>	<b>\$4,984,981.24</b>	<b>\$4,984,980.24</b>	<b>498498024.00%</b>		

### Programmed Funds

Activity	Fund Code	Activity Status	Federal Funding	AC Funding	State Funding	Local Funding	Total Funding
CST	Y300	AUTHORIZED	(\$4,200,442.04)	\$0.00	\$0.00	(\$1,050,110.51)	(\$5,250,552.55)
<b>CST Subtotal:</b>			<b>(\$4,200,442.04)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$1,050,110.51)</b>	<b>(\$5,250,552.55)</b>
PE	M3E2	AUTHORIZED	(\$80,000.00)	\$0.00	\$0.00	(\$20,000.00)	(\$100,000.00)
	Y300	AUTHORIZED	(\$17,410.11)	\$0.00	\$0.00	(\$4,352.53)	(\$21,762.64)
	Z302	AUTHORIZED	(\$332,000.00)	\$0.00	\$0.00	(\$83,000.00)	(\$415,000.00)
<b>PE Subtotal:</b>			<b>(\$429,410.11)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$107,352.53)</b>	<b>(\$536,762.64)</b>
<b>TOTALS:</b>			<b>(\$4,629,852.15)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$1,157,463.04)</b>	<b>(\$5,787,315.19)</b>

### Project Accounting

**Georgia Department of Transportation  
Project Financial Report (PFR)**

Processed Date: May-28-2026 02:01:27 PM

Activity	CONTIGENCY	CONTRACT				INHOUSE / OVERHEAD / GENERAL FUNDS**			
	Amount	Allotted	Unearned	Earned	Allotment Balance	Allotted	Unearned	Earned	Allotment Balance
CST	\$0.00	\$4,188,442.04	\$1,922,800.26	\$2,245,625.78	\$20,016.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00
PE	\$0.00	\$429,410.11	\$0.00	\$429,410.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTALS:</b>	<b>\$0.00</b>	<b>\$4,617,852.15</b>	<b>\$1,922,800.26</b>	<b>\$2,675,035.89</b>	<b>\$20,016.00</b>	<b>\$12,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$12,000.00</b>

**Project Accounting Summary**

Activity	Allotted	Unearned	Earned	Allotment Balance	%Earned	Last Activity Date
CST	\$4,200,442.04	\$1,922,800.26	\$2,245,625.78	\$32,016.00	53.46%	May-14-2026
PE	\$429,410.11	\$0.00	\$429,410.11	\$0.00	100.00%	Apr-15-2026
<b>TOTALS:</b>	<b>\$4,629,852.15</b>	<b>\$1,922,800.26</b>	<b>\$2,675,035.89</b>	<b>\$32,016.00</b>	<b>57.78%</b>	

**SUPPLEMENTAL AGREEMENT NO. 1**  
**To the**  
**CONSTRUCTION AGREEMENT**  
**By And Between**  
**GEORGIA DEPARTMENT OF**  
**TRANSPORTATION**  
**And**  
**CITY OF DAHLONEGA**

Please indicate which Catalog of Federal Domestic Assistance Number (CFDA) applies to this agreement (Check only one):

- CFDA # 20.205 - Highway Planning and Construction Cluster**
- CFDA # 20.219 - Recreational Trails Program**

This Supplemental Agreement No. 1 to the Construction Agreement, is made and entered into on this \_\_\_\_\_, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the “DEPARTMENT”, and CITY OF DAHLONEGA, GEORGIA, hereinafter called the “SPONSOR.”

WHEREAS, the DEPARTMENT and the SPONSOR entered into a Construction Agreement dated, April 15, 2025 for Contract ID: C3OSA2501800-0 hereinafter called the “ORIGINAL AGREEMENT”, for the purpose of having the SPONSOR reimbursed federal funds for PI # 0016629, in which this project shall construct along the east side of SR9/SR60/US19/Morrison Moore Parkway a five-foot-wide concrete sidewalk, curb and gutter, drainage improvements, and a pedestrian bridge across Yahoola Creek at Lake Zwerner, and such work hereinafter called the “PROJECT”, and

NOW THEREFORE, THE PARTIES mutually agree that for and in consideration of the mutual benefits to flow from each to the other the ORIGINAL AGREEMENT, dated April 15, 2025, shall be modified as follows:

1. Exhibit C of the ORIGINAL AGREEMENT, Budget Estimate shall be supplemented by Exhibit C-1, attached hereto as Attachment 1.

2. The second, third and fourth paragraphs of

Article VII (Compensation and Payment) of the ORIGINAL AGREEMENT shall be deleted in their entirety and replaced as follows:

It is understood and agreed that the total estimated construction cost of the PROJECT as outlined in this Article VII and as shown in Exhibit C-1, Budget Estimate (Revised), is Five Million, Two Hundred Fifty Thousand, Five Hundred Fifty-Two dollars and Fifty-Five cents (\$5,250,552.55).

It is agreed that the total maximum reimbursable amount the DEPARTMENT will pay is Four Million, Two Hundred Thousand, Four Hundred Forty-two dollars and Four cents (\$4,200,442.04), which is the DEPARTMENT’s maximum obligation. The DEPARTMENT will reimburse at eighty percent (80%) up to the total maximum reimbursable amount.

The SPONSOR shall be solely responsible for any and all amounts in excess of the total maximum reimbursable amount for the PROJECT.

3. The following attachments appended hereto as a part of this Supplemental Agreement No. 1 are incorporated into the ORIGINAL AGREEMENT by reference and shall have the same force and effect as if set forth in full therein:

Attachment 1: Exhibit C-1 - Budget Estimate (revised)

Attachment 2: Certificate of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation

4. All terms and conditions of the ORIGINAL AGREEMENT, except as modified, changed or amended by the Parties, in writing, shall remain in full force and effect.

5. The WHEREAS Clauses and Exhibits hereto are a part of this Supplemental Agreement and are incorporated herein by reference.

6. The ORIGINAL AGREEMENT, as amended, constitutes the full, complete and entire understanding between the Parties.

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 \_\_\_\_\_.

Attest:

Attest:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Rhonda Hansard, City Clerk

58-6000555  
Federal Employer Identification Number:

**Attachment 1:  
EXHIBIT C-1  
BUDGET ESTIMATE  
(Revised)**

**Original Contract Amount**

Contract Federal Share:	\$ 4,168,426.04.04
Contract State Share:	\$ 0.00
Contract Local Share:	\$ 1,042,106.51
Total Contract Amount:	\$ 5,210,532.55
Total Eligible for Reimbursement:	\$ 4,168,426.04

**Supplemental Agreement (SA) No. 1 Amount**

SA Federal Share:	\$ 32,016.00
SA State Share:	\$ 0.00
SA Local Share:	\$ 8,004.00
Total SA Amount:	\$ 40,020.00
Total SA Eligible for Reimbursement:	\$ 32,016.00

**Composite Contract Totals  
(Original Contract + Supplemental Agreement No. 1)**

Composite Contract Federal Share:	\$ 4,200,442.04
Composite Contract State Share:	\$ 0.00
Composite Contract Local Share:	\$ 1,050,110.51
Composite Total Contract Amount:	\$ 5,250,552.55
Composite Total Eligible for Reimbursement:	\$ 4,200,442.04

**Attachment 2**  
**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



# City Council Agenda Memo

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**DATE:** 6/3/2026  
**TITLE:** Cemetery Committee Bylaw Amendment  
**PRESENTED BY:** Chris Worick, City Committee Chairman  
**PRIORITY:** Strategic Priority - Effectively Manage Growth

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## AGENDA ITEM DESCRIPTION

The Cemetery Committee is seeking adjustments to its bylaws for the following:

1. Reducing the quiet period between terms for re-applying members from 1 year to 1 month.
  2. Specifying the quiet period between terms as an officer of the committee.
  3. Providing a mechanism for removing chronically absent members.
- 

## HISTORY/PAST ACTION

None.

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## FINANCIAL IMPACT

None.

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## RECOMMENDATION

Approval of revised bylaws generally following the attached recommendations; having been voted on and approved by the Cemetery Committee previously.

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## SUGGESTED MOTIONS

"...motion to approve the revised Cemetery Committee Bylaws."

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## ATTACHMENTS

Cemetery Committee BYLAWS with notes  
Cemetery Committee Bylaw Amendment

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## Amendment to Dahlonga Cemetery Committee Bylaws

### Article VI- Meetings

#### Amendment: Meeting Attendance

Should any voting member of the Cemetery Committee be absent for three (or more) consecutive meetings without a valid reason, having been duly notified of the scheduled meeting date, place and time, the chair may call for a vote, if a quorum be present, of the cemetery committee members to recommend the removal of the absent committee member from the cemetery committee. The recommendation will be sent to the Dahlonga City Council for approval, and a vacancy be made available on the Cemetery Committee to fill the absent voting member's position.



# City of Dahlonega Cemetery Committee Bylaws

Adopted by the Dahlonega City Council  
May 7<sup>th</sup>, 2018  
Amendment 1, February 22<sup>nd</sup>, 2024

City of Dahlonga  
Cemetery Committee  
Bylaws

Article I – Name

Article II – Composition, Purpose and Authority

Article III – Goals and Objectives

Article IV – Membership, Appointment, Term, Vacancies

Article V – Officers

Article VI – Meetings

Article VII - Amendments to Bylaws

### Article I – Name

The name of the committee shall be the Dahlongega City Cemetery Committee referred to hereafter, as the Cemetery Committee.

### Article II – Composition, Purpose and Authority

The Cemetery Committee shall consist of five voting members and two members at large, (non voting) who serve without pay and are appointed by the Dahlongega City Council.

The purpose of the Cemetery Committee shall be to act in an advisory capacity to the Dahlongega City Council on matters related to the preservation, maintenance, operation, as well as advise on the current and projected use of Mt. Hope Cemetery, Memorial Park Cemetery and any other future cemeteries or burial properties owned and maintained by the City of Dahlongega which may reside within its governmental jurisdiction. The cemetery committee shall suggest rules, improvements, regulations, and perform other such duties as the city council may from time to time request.

The authority governing the creation and function of the Cemetery Committee can be found in City of Dahlongega Ordinance 83-7 Section 10 as codified in The Code of the City of Dahlongega, Georgia, Chapter 10, Article II, Section 24 entitled Cemetery committee established; composition; duties; powers advisory only. Dated 10/1/1990.

### Article III – Goals and Objectives.

Identify, record, and map all known burials within city cemeteries.

Safeguard historic burial information from loss by copying records with both county and state archival or records sections.

Create a professional and well educated cemetery committee.

Examine options for new internment facilities such as a columbarium within the existing cemeteries.

Establish a bi-annual cemetery cleanup day event.

Develop a long term maintenance plan for the care of graves or family plots which have been abandoned or neglected.

Identify ways to enforce safety and security to prevent vandalism and damage within the cemeteries.

Engage the public by hosting classes and demonstrations on the importance of cemetery preservation.

Establish a means of fundraising for expenses relating to cemetery preservation, maintenance, repair, and training.

Recommend a long term plan for enlarging the grounds in Memorial Park for future burial space.

Honor our veterans by having flags replaced annually on their respective graves.

#### Article IV – Membership, Appointments, Term, Vacancies

Membership- Members of the cemetery committee and Members at Large shall be residents or persons with a business interest in Lumpkin County and who will serve on a voluntary basis without pay.

Members are responsible to attend monthly meetings, study issues presented to them, and provide feedback on how best to address the issues.

Member Training- All cemetery committee members are highly recommended to attend cemetery related training seminars, classes or events whenever possible. Members are also encouraged to seek out pertinent publications on cemetery preservation, improvements and upkeep.

Appointments- Appointments to the Cemetery Committee and Members at Large will be recommended and approved by the Dahlonega City Council

Term- Cemetery Committee members serve for a term of three years or 36 consecutive months, and no more than two consecutive terms or six years. An individual who has previously served on the committee may be eligible to serve once again, but only after being off the committee for a minimum of one year.

**Amendment 1 Change “minimum of one year,” to “one month or after new elections have taken place to elect new officers.”**

Members at Large will be appointed for a four year term and may serve for up to three consecutive terms or twelve years.

Vacancies-

The Dahlonega City Council will appoint new members to the cemetery committee or members at large when vacancies exist based on recommendations and a demonstrated interest in serving the city of Dahlonega.

## Article V – Officers

Officers shall consist of a Chair and Vice-Chair elected for a one year term beginning each January, and approved by a majority vote when a quorum is present. Officers are eligible for re-election, but may serve no longer than three consecutive, one year terms in an elected officer position.

Any cemetery committee member who has previously served as an officer (Chair or Vice Chair) for a period of three consecutive one year terms, can be nominated to serve as an officer once again, **Amendment 1: but ONLY after a period of one calendar year, or elections have taken place to install new officers.**

Duties of the Chair-

The Chair shall preside at all meetings of the Cemetery Committee. He or she shall prepare the upcoming meeting agenda, bring matters of concern before the committee, announce any special meetings to the committee and ask for a vote when required, on issues of importance.

The Chair will not vote unless in the event of a tiebreaker, or the Chair’s vote is required as part of his or her presence constituting a minimum quorum being present.

The Chair or his / her designated cemetery committee member, shall attend the monthly city council regular meeting as a representative of the cemetery committee.

#### Duties of the Vice Chair-

The Vice-Chair shall assume the duties in the absence of the Chair. Should the elected Chair become vacant due to death, resignation or otherwise unable to discharge their assigned duties for an indefinite period of time, the Vice Chair shall become the Chair and assume all powers and responsibilities of the Chair for the remainder of the elected term.

In the event that the Vice-Chair assumes the duties of the Chair, or if the Vice-Chair position becomes vacant, a new Vice-Chair will be elected.

#### Recording Secretary-

The recording Secretary shall be appointed from one of the members of the cemetery committee. The recording secretary shall keep, or cause to be kept on file, the minutes of all cemetery committee meetings as a matter of public record IAW the Georgia Open Meetings Act § 50-14-1

### Article VI- Meetings

Regular meetings will be held on the third Tuesday of each month at 6 pm in the Dahlonega City Hall or City Hall annex.

Regular meetings will be held on a monthly basis at a date and time established by the committee. Meetings will be open to the public pursuant to the Georgia Open Meetings Act § 50-14-1.

Meetings will be conducted in accordance with parliamentary procedure as outlined in Robert's Rules of Order.

Special meetings may be called by the chair at the request of one or more cemetery committee members.

Notice of Meetings- Printed notice of each meeting will be announced no less than 1 week prior to the scheduled meeting date.

Committee members will be notified via email or other electronic means, no less than 15 days prior to a regular scheduled meeting date.

Special called meetings will be at the earliest available date and convenience of a quorum of cemetery committee members.

Announcements of meetings will be posted in Dahlonge City Hall, the Dahlonge City government website, the Dahlonge Nugget weekly newspaper, and any other future official city media source.

Quorum-

A quorum consists of at least three committee members present.

Voting-

A majority vote is required to act on a motion provided that a quorum is present. The Chairman does not vote unless there is a tie or he / she is one of three members present constituting a quorum when a vote is required.

A motion being voted on may be:

Approved

Approved with conditions

Denied

Tabled

Cemetery Committee members may recuse themselves from voting for personal reasons, or if a conflict of interest exists.

## Article VII- Amendments.

Amendments to bylaws will be required from time to time in order to remain current with changes in procedures, issues or stated objectives of the cemetery committee. A submitted amendment or change to these bylaws must be voted on by the cemetery committee.

Approval or disapproval to any amendment must be by a majority vote of cemetery committee members when a quorum is present.

Final ratification to any submitted amendment will be voted upon by the Dahlonge City Council.