



# CITY OF DAHLONEGA Council Meeting Agenda

August 05, 2024, 6:00 PM

Gary McCullough Chambers, Dahlonega City Hall

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

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

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

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## CALL TO ORDER AND WELCOME

## PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

## APPROVAL OF AGENDA

## APPROVAL OF CONSENT AGENDA

1. Lime Slurry System Project  
John Jarrard, JWS
2. Summit Drive Warning Signal Permit  
Mark Buchanan, Director of Public Works  
Strategic Priority - Effectively Manage Growth
3. Asphalt Leveling and Resurfacing City Streets LMIG LRA Project #2024-008  
Vince Hunsinger  
Strategic Priority - Infrastructure

## PUBLIC COMMENT – FOUR-MINUTE LIMIT

## APPROVAL OF MINUTES:

- a. City Council Special Called Meeting Minutes - June 17, 2024  
Assistant City Clerk, Sarah Waters
- b. Appeals Meeting Minutes - June 17, 2024  
Assistant City Clerk, Sarah Waters
- c. Council Meeting Minutes July 8, 2024  
Allison Martin, City Manager
- d. Council Work Session Meeting Minutes - June 17, 2024  
Assistant City Clerk, Sarah Waters
- e. City Council Work Session Meeting Minutes - May 20, 2024  
Assistant City Clerk, Sarah Waters

## APPOINTMENT, PROCLAMATION & RECOGNITION:

1. Appointment Cemetery Committee – Valerie Green  
Mark Buchanan, Director of Public Works

ANNOUNCEMENTS

CITY REPORTS:

- [2.](#) Financial Report - June 2024  
Allison Martin, City Manager

ORDINANCES AND RESOLUTIONS:

- [3.](#) Ordinance 2024-06 Urban Camping  
Doug Parks, City Attorney

CONTRACTS & AGREEMENTS:

OTHER ITEMS:

- [4.](#) Written Decision Regarding 7 Pie Appeal  
Doug Parks
5. FY2025 Budget Review  
Allison Martin, City Manager
6. Executive Session

COMMENTS – PLEASE LIMIT TO THREE MINUTES

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

ADJOURNMENT

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

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# City Council Agenda Memo

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**DATE:** 7/16/2024  
**TITLE:** Lime Slurry Tank System  
**PRESENTED BY:** John Jarrard, JWS  
**PRIORITY:** Strategic Priority - Infrastructure

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## AGENDA ITEM DESCRIPTION

Lime Slurry System Project

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## HISTORY/PAST ACTION

In January 2024, the City Council approved the purchase of the double-wall tank for this project to preserve pricing until the city received notice of a pending grant. The city has been awarded \$580,000 towards this project from Congressionally Directed Spending Funds. Staff are ready to move this item forward since we now know the grant funds are awarded and will offset most of the cost of the project. This is a requirement from our insurance carrier. The balance of funding was set aside in the city's capital budget and is sitting in reserves. Any remaining funds will be released and available for use on other projects. The contractor revised his price to account for changes since the bid closed and that price is still lower than the next most responsive bidder.

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## FINANCIAL IMPACT

There is not adverse impact to the city's finances by approving this project.

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## RECOMMENDATION

It is the recommendation of staff that you approve this project.

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## SUGGESTED MOTIONS

n/a

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## ATTACHMENTS

Prior bid and revised bid documents

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ATLANTA  
AUGUSTA  
ST. SIMONS ISLAND

December 21, 2023

Mayor and Council  
City of Dahlonega  
465 Riley Road  
Dahlonega, Georgia 30533

Attention: Mr. John Jarrard, Water Director

Via Electronic Mail: jarrardwater@windstream.net

Re: City of Dahlonega  
Lime Slurry System  
Project No. 232361

Dear Mr. Jarrard:

We have checked the bids received December 14, 2023 on subject project. Below is a tabulation of the bids received.

<i>Contractor</i>	<i>Total Amount Bid</i>
1. Willow Construction, Inc. Powder Springs, Georgia	\$799,400.00
2. F.S. Scarbrough, LLC Peachtree City, Georgia	\$867,167.02

As indicated, the low bidder is Willow Construction, Inc. of Powder Springs, Georgia. Since the low bidder appears to have adequate experience, technical ability and financial capability to complete the project, we recommend contract award be made to Willow Construction, Inc. of Powder Springs, Georgia in the amount of \$799,400.00.

We have enclosed a certified tabulation of the bids received and a sample resolution the City should consider adopting. Please forward us a copy of the City's signed resolution to award.

If you have any questions concerning our recommendation, please call us.

Yours truly,

Greg Ashworth, P.E.

GJA:km  
Enclosures

cc: Ms. Allison Martin, City Manager (via email, w/enclosures)

**RESOLUTION**

WHEREAS bids were received by the City of Dahlonega, Georgia on December 14, 2023, for the Lime Slurry System, and

WHEREAS the low, responsible, responsive bidder is Willow Construction, Inc. of Powder Springs, Georgia with a bid in the amount of \$799,400.00, and

WHEREAS the low bidder, Willow Construction, Inc., appears to have the necessary financial and technical ability to complete the project,

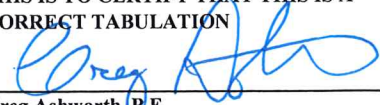
BE IT THEREFORE resolved the City of Dahlonega, Georgia hereby makes contract award of the construction contract to the low bidder, Willow Construction, Inc. of Powder Springs, Georgia, in the amount of \$799,400.00.

THIS RESOLUTION was passed by a vote of \_\_\_\_ to \_\_\_\_ at a regular meeting of the Mayor and Council on \_\_\_\_\_.

**CITY OF DAHLONEGA, GEORGIA**

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

Attest: \_\_\_\_\_  
*City Clerk*



Greg Ashworth, P.E.  
 Turnipseed Engineers  
 Atlanta, Georgia

CITY OF DAHLONEGA, GEORGIA LIME SLURRY SYSTEM	Willow Construction, Inc. Powder Springs, Georgia	F.S. Scarbrough, LLC Peachtree City, Georgia
<b>Item 1</b> For furnishing all materials and performing all labor necessary for installation of a complete lime slurry system, including earth excavation, dewatering, backfill, grading, concrete, piping, valves, mechanical (excluding the cost of Major Mechanical Equipment listed in Item No. 2), painting, electrical, erosion control and other work and appurtenances for the completion of the work as shown on the Drawings and/or specified, the lump sum amount of:	\$381,708.00	\$442,285.02
<b>Item 2</b> For furnishing and installing Major Mechanical Equipment		
Equipment and Manufacturer	PRICE	BASE BID
a. Lime Slurry System - Section 6.11		
Mfr. Cal-Flo	\$403,692.00	\$402,132.00
Subtotal amount bid, Items 1 through 2 inclusive, the amount of:	\$785,400.00	\$844,417.02

**EXTRA WORK IF ORDERED BY ENGINEER**

ITEM NO.	QTY.	UNITS	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
3.	25	CY	CRUSHED STONE STABILIZATION (including excavation and disposal of unsuitable material)	\$80.00	\$2,000.00	\$350.00	\$8,750.00
4.	5	CY	ROCK EXCAVATION	\$400.00	\$2,000.00	\$800.00	\$4,000.00
5.	1	LS	SPARE PARTS ALLOWANCE	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Subtotal Amount Bid, Items 3 through 5 Inclusive, the amount of:					\$14,000.00		\$22,750.00
<b>TOTAL AMOUNT BID, DIVISION ONE ITEMS 1 THROUGH 5 INCLUSIVE, THE AMOUNT OF:</b>					<b>\$799,400.00</b>		<b>\$867,167.02</b>

**SUBSTITUTE EQUIPMENT**

The Bidder may offer at his own option the bid price and name of other makes of equipment which he desires to substitute for specified names designated by him in Item 2 of the proposal. The Bidder is referred to Section 8 of these Specifications for "Substitute Equipment" requirements.

SECTION	DESCRIPTION	PRICE	PRICE
_____	Mfr. _____	_____	_____
_____	Mfr. _____	_____	_____
_____	Mfr. _____	_____	_____





ATLANTA  
AUGUSTA  
ST. SIMONS ISLAND

December 21, 2023

Mayor and Council  
City of Dahlonega  
465 Riley Road  
Dahlonega, Georgia 30533

Attention: Mr. John Jarrard, Water Director

Via Electronic Mail: jarrardwater@windstream.net

Re: City of Dahlonega  
Lime Slurry System  
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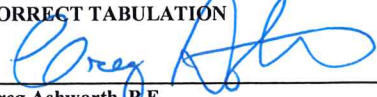
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**CITY OF DAHLONEGA, GEORGIA**

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

Attest: \_\_\_\_\_  
*City Clerk*



  
 Greg Ashworth, P.E.  
 Turnipseed Engineers  
 Atlanta, Georgia

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SECTION	DESCRIPTION	PRICE	PRICE
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_____	Mfr. _____	_____	_____
_____	Mfr. _____	_____	_____



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# City Council Agenda Memo

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**DATE:** 7/12/2024  
**TITLE:** Summit Drive Warning Signal Permit  
**PRESENTED BY:** Mark Buchanan, Director of Public Works  
**PRIORITY:** Strategic Priority - Effectively Manage Growth

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## AGENDA ITEM DESCRIPTION

Summit Drive Warning Signal Permit

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## HISTORY/PAST ACTION

The City Council set a zoning condition for each of the planned new developments off Summit Drive that requires a traffic analysis prior to building permits being issued. Any intersection modifications are required to be installed and funded by the developer(s). The finding from the analysis was that a flashing solar beacon should be installed on either side of the intersection in the area depicted on the attached map. This item went to Lumpkin County for consideration as both beacons fall on county unincorporated parcels that abut Morrison Moore Parkway, but the county chose to not act on the request. Staff confirmed that GDOT will accept the request from the City. This is a standard agreement the city has completed for other areas/entities in the city.

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## FINANCIAL IMPACT

There is no impact to the city for the purchase/installation of the beacons. The city currently performs ROW maintenance in the area from an existing mowing maintenance agreement. Should there be any future maintenance, the city could partner with the HOAs in the area to share in the cost of the safety beacons. There are currently no HOAs established for the new developments to approach.

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## RECOMMENDATION

It is the recommendation of staff that this item be approved by the council.

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## SUGGESTED MOTIONS

n/a

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## ATTACHMENTS

2024 06 07 MMA GDOT Maintenance Plan for RCA Dahlonega-Lumpkin County Project Maintenance

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MAINTENANCE WORK PLAN AGREEMENT  
for  
PI A-187-010198-1, SR 00000900, Milepoint 13.78 to 13.98

**THIS MAINTENANCE PLAN AGREEMENT** (this “Agreement”) is made this \_\_\_\_\_ day of August, 2024, by and between RCA Dahlonge (“**RCA Dahlonge**”), City of Dahlonge (“City of Dahlonge”) and Georgia Department of Transportation (“**GDOT**”) are each referred to herein individually as a “party” and collectively, as the “parties”.

WITNESSETH:

WHEREAS, it is known by all parties, that **RCA Dahlonge** and/or assigns at its sole cost and expense, shall be responsible for the installation of the flashing warning beacons and signs (collectively, the “Work” or “Works”) as depicted on **Exhibit A** (Signal Plan dated and approved on 2/8/2024). The flashing warning beacons and signs shall be designed, placed, and installed as per AASHTO and GDOT’s standards.

1. **Performance of Work.** RCA Dahlonge by and through the contractor (the “Contractor”) hired by RCA Dahlonge shall install the Work in accordance with the Signal Plan as depicted on Exhibit A. The Work shall be promptly commenced, diligently performed and completed in a lien-free manner and in a good and workmanlike manner and otherwise in accordance with all applicable laws, rules and regulations. Without limiting the foregoing, RCA Dahlonge and Contractor shall obtain all necessary licenses, permits, consents, approvals and other entitlements from the appropriate governmental authority.

2. **Maintenance of Work.** After installation of Work, RCA Dahlonge shall deliver notice to the City of Dahlonge and GDOT. The Work shall be deemed “completed” at such time as (i) RCA Dahlonge delivers notices to the City of Dahlonge and GDOT and (ii) reasonable evidence of the approval and acceptance of the completed Work by all applicable governmental authorities required to approve or accept same, if available.

Further, it is known by all parties that after the Works have been completed, the City of Dahlonge shall be responsible for any maintenance (“Maintenance”) related tasks for the Works as well as any utility/operational costs unless solar powered (in which case the requirement can be waived). For all maintenance activities, at a minimum, the City of Dahlonge shall abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control. Move equipment or materials on or across a traveled way in a manner as not to unduly interfere with traffic. Maintenance tasks shall include but are not limited to:

Pruning

- Remove dead or diseased planted vegetation within 20’ of flashing warning beacons.

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

#### Mowing and trimming of grass

- Maintain a neat appearance and clear sight lines for pedestrian and vehicular traffic within 20' of flashing warning beacons.

#### Litter (if applicable)

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

#### NOTE:

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

3. **Notices.** Any notice or other document to be given hereunder shall be in writing and delivered personally, or by prepaid nationally recognized overnight courier service, or by United States registered mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses set forth below, and the same shall be effective (a) upon receipt, or (be) upon refusal if delivery is attempted on a business day. A party may change its address for receipt of notice or designate successor parties for receipt of notice by service of a notice of such change in accordance herewith.

If to RCA Dahlonega:

RCA Dahlonega  
 3644 Spring St  
 Atlanta, GA 30341  
 Attention: Andrew Galucki

Email: [andrew@resurgenscap.com](mailto:andrew@resurgenscap.com)

If to the City of Dahlonega:

City of Dahlonega

465 Riley Rd

Dahlonega, GA 30533

Attention : Mark Buchanan / Allison Martin

Email : [mbuchanan@dahlongega.gov](mailto:mbuchanan@dahlongega.gov) / [mbuchanan@dahlonega.gov](mailto:mbuchanan@dahlonega.gov)

If to GDOT :

GDOT

1475 Jesse Jewell Pkwy, Suite 100

Gainesville, GA 30501

Attention : Andrew Cline

Email : [acline@dot.ga.gov](mailto:acline@dot.ga.gov)

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives, executed and delivered this Agreement as of the date and year first above written.

**RCA DAHLONEGA:**

RCA DAHLONEGA, LLC, a Georgia limited liability company:

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

Name: \_\_\_\_\_

Title: Authorized Signatory

**CITY OF DAHLONEGA:**

CITY OF DAHLONEGA:

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

Name: \_\_\_\_\_

Title: Authorized Signatory

**GEORGIA DEPARTMENT OF TRANSPORTATION:**

GEORGIA DEPARTMENT OF TRANSPORTATION:

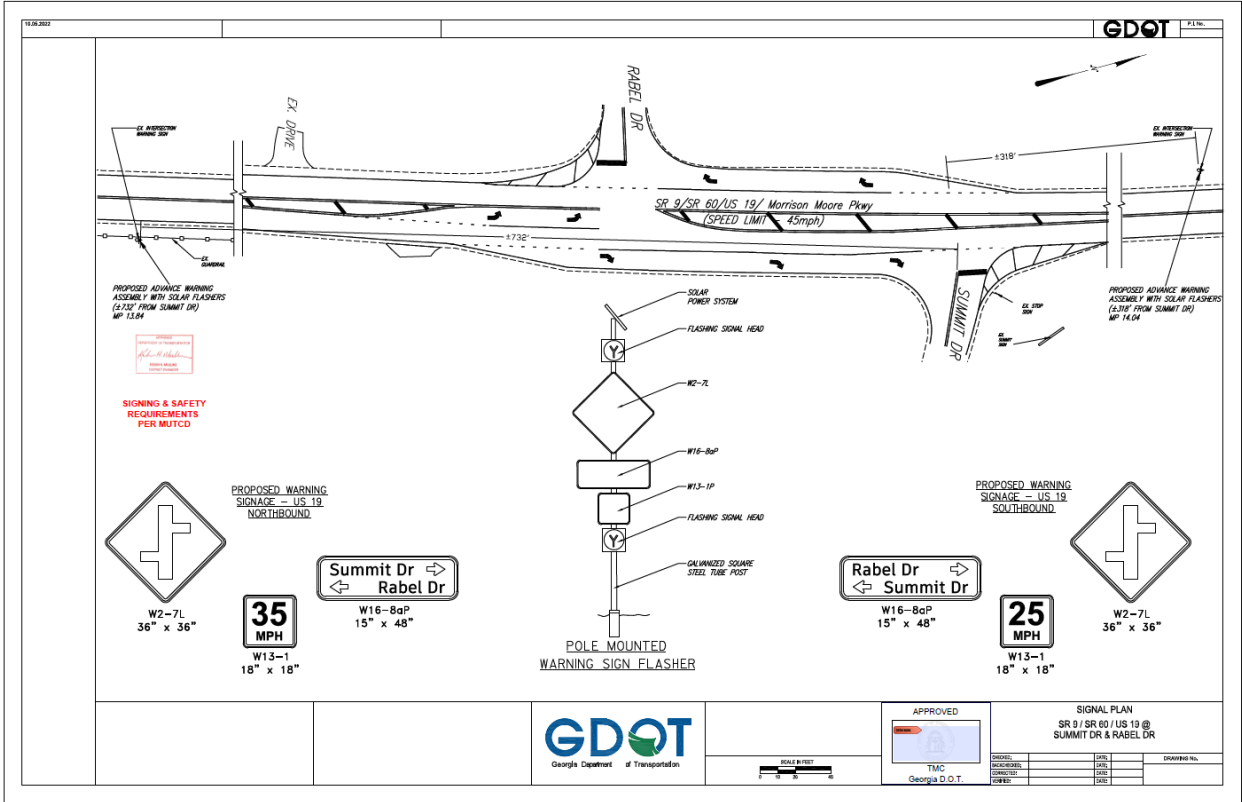
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Signatory



# EXHIBIT A SIGNAL PLAN



DOT 7410

DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  
ATLANTA, GEORGIA

APPROVED DATE



(FOR DOT USE ONLY)	
District No.	1
State Highway No.	00000900
Milepost No.	13.78, 13.98
County	Lumpkin
Permit No.	A-187-010198-1

APPLICATION AND PERMIT FOR SPECIAL ENCROACHMENT  
TO: GEORGIA DEPARTMENT OF TRANSPORTATION  
ONE GEORGIA CENTER, 600 WEST PEACHTREE STREET, NW, ATLANTA, GEORGIA 30308

Application is hereby made by City of Dahlongea 706-864-6133  
Name of Applicant (Area Code) Phone No.

465 Riley Road Dahlongea, GA 30533  
Post Office Address City and State Zip Code

for permission to accomplish work on the Right-of-Way of STATE HIGHWAY NO. 00000900  
 U.S. 19 within the City Limits of Dahlongea and in Lumpkin County,  
 in accordance with the ATTACHED PLANS and subject to the Rules and Regulations for Driveway and Encroachment Control  
 on file in the General Office of the Georgia Department of Transportation, and made a part hereof by reference thereto, and  
 any SPECIAL REQUIREMENTS set forth herein. The description of the proposed work is to:  
**Flashing solar powered warning signs. Proposed advance warning sign 318' N of Summit Dr and another warning  
 sign 732' S of Summit Dr.**

The proposed work site is located on the property on the E side of the highway beginning 318 Feet,  
N.S.E.W. From Nearest Street  
N of the center line, of Summit Dr and fronting 1050  
N.S.E.W. Nearest Street or Road Total Frontage Used

Feet further S along said Highway; and at mile post 13.78 to 13.98  
N.S.E.W. 34.563560 -83.966171

Permit requested this August day of 24, 2024.  
 By JoAnne Taylor  
Type of Print Name  
 \_\_\_\_\_  
Sign in Ink on All Copies  
 Title Mayor  
If Agent or Official for Applicant

FORM TO BE COMPLETED BELOW THIS LINE BY GEORGIA DEPARTMENT OF TRANSPORTATION

Non-Limited Access - Approval by District Office  Limited Access - Approval by General Office

SPECIAL REQUIREMENTS: (by DOT only)  
**MMA Required for flashing sign assemblies.**

PERMIT GRANTED to perform the above-described work in accordance with REQUIREMENTS of the Georgia Department  
 of Transportation;

*This permit is to be strictly construed and no work other than that specifically described above is hereby authorized. The work authorized herein must begin within three months from the date of approval and must become completed on a schedule satisfactory to the department and not to exceed twelve months from the date the permit is approved.*

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA  
 By \_\_\_\_\_  
 District Engineer  
Title



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

2/28/2024

Andrew Galucki  
3644 Spring St  
Atlanta, GA, 30341

Dear Applicant,

**RE: 7410 - Special Encroachment - Non-Limited - A-187-010198-1, 00000900, 13.78 - 13.98, Lumpkin**

Your permit application to perform specified work within the right of way limits of the above referenced State Highway has been duly executed on behalf of the Department of Transportation. However, construction work as approved by the permit must begin within 90 days of this approval letter or the permit will be void. Your permit copy has been forwarded to Milton Phillip Satterfield, Area Permit Inspector. His/her address is District One-Gainesville, Albert Reid Rd., Cleveland, GA, . His/her phone number is 706-348-4848

It will be necessary for you or your representative to contact the Area Permit Inspector to claim your permit copy and identification sign, discuss the beginning of construction date, and methods of complying with permit requirements. He/She will set the time that he/she can furnish personnel for the required supervision of your work. Please contact him/her at least 24 hours in advance of your planned construction beginning time. It is suggested that you contact her/her by telephone before any personal visits. Your approved permit and a copy of the approved plans are required to be kept on the construction site at all times during construction.

With this approval, as the applicant, you agree to make any utility relocation or adjustments deemed necessary by the Area Permit Inspector, and abide by the special requirements attached to the application.

The Performance Bond, is uploaded in the miscellaneous section of the above subject permit. Before the Area Permit Inspector can give you the approved permit, you must deliver the completed Performance Bond in the amount of \$25000 to him/her. It is again suggested that you contact him/her by telephone before any personal visits. The bond will be reviewed for accuracy at the Area Permit Inspectors office. If any changes are necessary, they must be corrected before the approved permit can be given to you.

Please notify the Area Permit Inspector upon completion of work under this permit so that a final inspection may be conducted. Upon approval of completed work, you will be released from the performance bond or escrow. You should request said inspection only after you feel that all work has been completed in compliance with all requirements and a satisfactory stand of grass has been obtained. No work under this permit is to be considered accepted by the Department until you are so notified in writing by the District Engineer.

**Special Requirements:** MMA Required for flashing sign assemblies.

Yours very truly,

Jonathan Taylor M. Peevy  
District Engineer

Georgia Department of Transportation, 1475 Jesse Jewel Parkway NE - Suite 100, Gainesville, GA 30501



# City Council Agenda Memo

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**DATE:** 7/12/2024  
**TITLE:** Asphalt Leveling and Resurfacing City Streets LMIG LRA Project #2024-008  
**PRESENTED BY:** Vince Hunsinger  
**PRIORITY** Strategic Priority - Infrastructure

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## AGENDA ITEM DESCRIPTION

This item is to inform Council of the result of the bid to complete asphalt leveling and resurfacing of various city streets in Dahlonega identified as LMIG LRA Project #2024-008. LMIG LRA is a supplemental pot of money that GDOT is giving local governments over and above the normal LMIG.

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## HISTORY/PAST ACTION

This project is a result of Public Works' annual assessment of city streets and helps achieve resurfacing goals found in our Road Maintenance Plan. The Bid Opening for this project was 7/09/24

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## FINANCIAL IMPACT

There were 4 bids received on this project. The lowest bid was \$159,355.39 from Colditz Trucking. The available budget for the project as of 7/12/24 is \$216,355.39 which is a combination of funds from the City's SPLOST fund for LMIG grant match and GDOT Local Maintenance & Improvement Grant Program. GDOT has sent the city a check for \$103,284.73, and the City of Dahlonega cost would be around \$56,070.66.

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## RECOMMENDATION

Public Works staff recommends a 10% contingency be added to this project to cover run over on asphalt quantities for deep patching, and driveway aprons. Staff requests the council approve a total project budget of \$175290.93. The project will be funded by the additional allocation from GDOT LMIG LRA, and a fund balance in SPLOST as the collections in this fund are outpacing budget projections.

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## SUGGESTED MOTIONS

Public Works Staff requests that Council approve Colditz Trucking as the vendor for this project.

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2024-008-LMIG-LRA  
-2.pdf



2024-008 LMIG LRA  
- Bid Tabulation.pdf

**ATTACHMENTS**

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**CITY OF DAHLONEGA  
INVITATION TO BID**

**ASPHALT LEVELING AND RESURFACING CITY STREETS  
CITY OF DAHLONEGA, GEORGIA  
LMIG, LRA, PROJECT #2024-008**

***ISSUING AGENCY***

***CITY OF DAHLONEGA  
465 RILEY ROAD  
DAHLONEGA, GA 30533  
PHONE: 706-482-2721  
FAX: 706-864-4837***

***ISSUE DATE***

***May 29, 2024***

***PURCHASING AGENT (CITY CONTACT)***

***Brittany Lee***

***PRE-BID MEETING (MANDATORY)***

***June 18, 2024, 2:00 PM***

***BID CLOSING DATE***

***July 9, 2024, 2:00 PM***

**BIDS ARE DUE AT THE ADDRESS SHOWN ABOVE NO LATER THAN**

**July 9, 2024, AT 2:00 PM EST.**

**ELECTRONIC SUBMISSIONS VIA E-MAIL OR FAX WILL NOT BE ACCEPTED.**

**THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS INVITATION TO BID (ITB) ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.**



## INVITATION TO BID

### ASPHALT LEVELING AND RESURFACING CITY STREETS CITY OF DAHLONEGA, GEORGIA LMIG, LRA, PROJECT # 2024-008

The City of Dahlonega is requesting sealed bids for asphalt leveling and resurfacing of various city streets.

Work is as specified in the Bid Document and is to be done in accordance with current GDOT standards and specifications. Bidders are required to carefully examine the specifications contained in this bid document.

A Mandatory pre-bid meeting will be held on June 18, 2024, 2:00 PM, EST at the City Hall Council Chambers at 465 Riley Road, Dahlonega, GA 30533.

Questions regarding Project #2024-008 will be accepted in writing only, to the City of Dahlonega Purchasing Agent, Brittany Lee at [blee@dahlonega.gov](mailto:blee@dahlonega.gov) or faxed to 706-864-4837 before 12:00 PM, EST, on June 21, 2024. Responses will be posted by addenda no later than 5:00 PM EST, on June 26, 2024, to [www.dahlonega.gov](http://www.dahlonega.gov).

All bid forms must be accompanied by a Bid Bond in an amount not less than five percent (5%) of the amount of the bid. The successful bidder, if awarded the Contract, will be required to furnish a Performance Bond and Payment Bond, each in the amount of one hundred percent (100%) of the Contract amount.

Bids must be received by 2:00 PM local time on July 9, 2024, and may be delivered to the Purchasing Department, 465 Riley Road, Dahlonega 30533. Bids shall be clearly marked and sealed, including the appropriate bid number and title. Late bids will not be considered nor returned.

Immediately following the deadline, bids will be publicly opened and read aloud in the City Hall Council Chambers located at 465 Riley Road, Dahlonega, GA 30533.

The bid documents and specifications are available for inspection at City Hall located at 465 Riley Road, Dahlonega, Georgia (Phone 706-864-6133) and on the City's website at [www.dahlonega.gov](http://www.dahlonega.gov).

Bids may not be withdrawn for ninety (90) days after the time and date set for closing, except as allowed by O.C.G.A. §13-10-22. The City reserves the right to reject any or all bids, to award a contract in the best interest of the City, and to waive any technicalities and informalities.

**INVITATION TO BID  
 ASPHALT LEVELING AND RESURFACING CITY STREETS  
 CITY OF DAHLONEGA, GEORGIA  
 LIMG, LRA, PROJECT # 2024-008**

**1.0 INTRODUCTION**

**1.1 Purpose of Procurement**

The City of Dahlonega is requesting sealed bids for leveling and resurfacing of city streets in the city of Dahlonega, Georgia.

**1.2 Schedule of Events**

This Invitation to Bid shall be governed by the following schedule:

<b>DATE</b>	<b>ACTIVITY</b>
<b>May 29, 2024</b>	Release of Invitation to Bid
<b>June 18, 2024 2:00 PM</b>	Mandatory Pre-Bid Meeting held at the City of Dahlonega Council Room at 465 Riley Road Dahlonega GA. 30533
<b>June 21, 2024 12:00 PM</b>	Deadline for written questions to be submitted to Purchasing Agent
<b>June 26, 2024 5:00 PM</b>	Answers to written questions and all addenda posted on website: <a href="http://www.dahlonega.gov">www.dahlonega.gov</a>
<b>July 9, 2024 2:00 PM</b>	<b>Bids due and bid opening (Bids will be accepted until time of opening.) No bids will be accepted after the due date and time.</b>

**1.3 Restrictions on Communications**

From the issue date of this Invitation to Bid until a contractor is selected and the award is announced, Contractors are not allowed to communicate **for any reason** with any City staff or elected officials except: 1) through the Purchasing Agent named herein, 2) at the Pre-Bid Meeting, if applicable or 3) as provided by existing work agreement(s). The City reserves the right to reject the submittal of any bidder violating this provision.

**1.4 Pre-Bid Meeting**

A **MANDATORY** Pre-Bid meeting will be held **June 18, 2024, 2:00 PM EST**. The location of the meeting will be the City Hall Council Room located at 465 Riley Road, Dahlonega, Georgia.

## 1.5 Questions & Addenda

All questions concerning this **bid must be submitted in writing** (email is preferred but fax and mail may be used) to the Purchasing Agent no later than 12:00 PM EST on **June 21, 2024**, local time.

The Inquiries must be directed to:

**Brittany Lee, Purchasing Agent**  
City of Dahlonega  
465 Riley Road  
Dahlonega, Georgia 30533  
[blee@dahlonega.gov](mailto:blee@dahlonega.gov)  
Fax 706-864-4837

No response to inquiries other than written will be binding upon the City. The City of Dahlonega reserves the right to issue written addenda to any inquiries that alter the scope of the Invitation to Bid. Addenda shall be posted to the city website, [www.dahlonega.gov](http://www.dahlonega.gov), no later than **June 26, 2024**, no later than 5:00 PM EST. A signed copy of the Addenda Acknowledgement Form (Attachment F) shall accompany submitted bids. Bidders are advised to check the website for addenda before submitting their bids.

## 1.6 Contract Term

The contract between the City and the Contractor shall become effective upon signing and shall be completed no later than 180 calendar days from the day the Notice to Proceed is issued. The City reserves the right to terminate the contract at any time if successful bidder fails to meet requirements stated in this Invitation to Bid.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City under this contract.

## 1.7 Bonds

Bid Bonds	5% of total bid amount
Performance and Payment Bond	100% of total contract price (required of awarded vendor only)

Information regarding bonds to be furnished is stated in the General Terms section of this Bid document, Item 3.8 "Bid/Proposal Bonds, Payment Bonds and Performance Bonds".

## 1.8 Submission of Bids

Only sealed bids will be accepted. One (1) original and one (1) copy of the complete signed submittal must be received no later than **July 9, 2024, at 2:00 PM EST**. Bids must be submitted in a sealed envelope stating on the outside, the vendor's name and address, and marked as "**ASPHALT LEVELING AND RESURFACING CITY STREETS CITY OF DAHLONEGA, GEORGIA, LMIG, LRA, 2024-008.**"

### Required Bid Documents:

- Completed Vendor's Checklist (Attachment A)
- Execution of Bid Form (Attachment B)

- Bidder's Certification (Attachment C)
- Pricing Sheet (Attachment D)
- Certification and Non-Collusion Form (Attachment E)
- Addenda Acknowledgement Form (Attachment F)
- SAVE Affidavit (Attachment G)
- E-Verify Affidavit (Attachment H)
- IRS W-9
- Evidence of Insurance / Certificate of Insurance
- Bid Bond

Bids must be delivered, mailed or shipped to:

**Brittany Lee, Purchasing Agent**  
**City of Dahlonega**  
**465 Riley Road**  
**Dahlonega GA 30533**

Bid responses submitted by fax or electronic mail (email) will NOT be accepted.

Bidders are advised to allow adequate time for shipping. **Many express mail and delivery services do not guarantee overnight delivery by noon to the City.** Any bid received after **July 9, 2024**, at 2:00 PM EST, will not be opened. Late bids will be rejected in their entirety.

### **1.9 Withdrawal of Bid Due to Errors**

Bidders shall have up to forty-eight (48) hours to notify the City of Dahlonega Purchasing Department, in writing, of an obvious clerical error made in the calculation of bid in order to withdraw a bid after bid opening. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake. The bidder shall provide evidence that the bid was submitted in good faith, and that the mistake was a clerical mistake as opposed to a judgment mistake. The bidder's original work papers shall be the sole acceptable evidence of error or mistake. If a bid is withdrawn under this provision, the lowest remaining responsive bid shall be deemed low bid.

No bidder who is permitted to withdraw a bid shall for compensation, supply any material or labor, perform any subcontract or other work agreement for the person, or firm to whom the contract is awarded.

Bid withdrawal is not automatically granted and will be allowed solely at the City's discretion.

### **1.10 Award**

Any purchase order/contract awarded pursuant to this Invitation to Bid shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and specifications set forth in this Invitation to Bid. A "responsive bidder" is a bidder who has submitted a bid response, which conforms in all material respects to the bid. A "responsible bidder" is a bidder who has the capacity in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.

**2.0 SCOPE OF WORK**

The scope of work for this project shall consist of leveling and resurfacing with asphalt concrete on various city streets listed in the LMIG, LRA Specifications contained in the bid documents for this project. All work will be done in accordance with the 2021 standard specifications from the Georgia Department of Transportation, the Manual on Uniform Traffic Control Devices, and by the special provisions contained in the bid documents for this project.

The City of Dahlonega personnel will be supervising construction of this project. This project will also be subject to Georgia Department of Transportation inspections and directions.

**2.1 SPECIFICATIONS**

150-3110 Traffic Control: All Traffic control shall be done according to the 2021 GDOT standard specification and the Manual of Uniform Traffic control Devices.

Item 402-3101: Recycled Asphalt: All material, equipment and construction of this item shall be done according to the 2021 GDOT standard specifications. All work shall be included in the price per ton of asphalt.

402-3190: Recycled Asphalt: All material, equipment and construction of this item shall be done according to the 2021 GDOT Standard Specifications. All work shall be included in the price per ton of Asphalt.

Item 413: Bituminous Tack: All work shall be done in accordance with the 2021 GDOT Standard Specifications. Tack shall be paid for on the actual gallons applied.

653-1501: All work shall be done in accordance with the 2021 Ga. DOT Standard Specifications. Thermoplastic Striping shall be paid for by Linear Mile.

653-1502: All work shall be done in accordance with the 2021 Ga, DOT Standard Specifications. Thermoplastic Striping shall be paid for by Linear Mile.

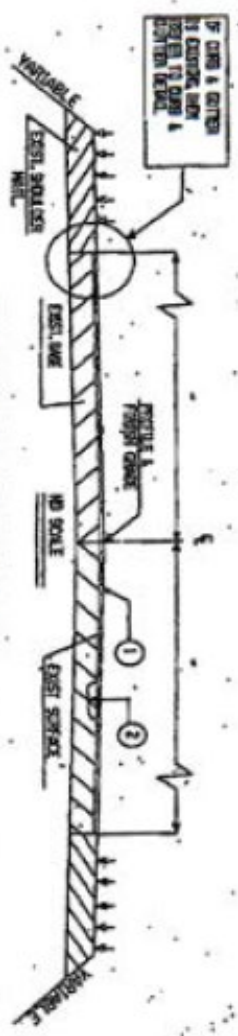
Section 108.8: Failure or Delay in Completing Work on Time.  
Liquidating Damages on this project will be \$250.00 per day if not completed by the completion date.

ROAD NAME	BEGIN	END	LENGT H (MILES)	WIDTH (FEET)	DESCRIPTION OF WORK	
					ASPHALT REQUIREMENTS	STRIPING REQUIREMENTS
Highland Road N & S	Cul-de- Sac	Cul-de-Sac	.43	20	Level and Resurface With 165# 12.5 MM	Centerline & Edge Line

Windsor Way	Highland Road	Cul-de-Sac	.11	20	Level and Resurface With 165# 12.5 MM	Centerline & Edge Line
Old River Road	Highland Road	End of Current Asphalt	.09	18	Level and Resurface With 165# 12.5 MM	Centerline & Edge line
Golden Autumn Dr.	Cloudland Road	Cul-de-Sac	.24	19	Level and Resurface With 165# 12.5 MM	Centerline & Edge Line
TOTAL MILEAGE			.87			<b>Stop Bars to be included in Striping price</b>



# TYPICAL RESURFACING SECTION



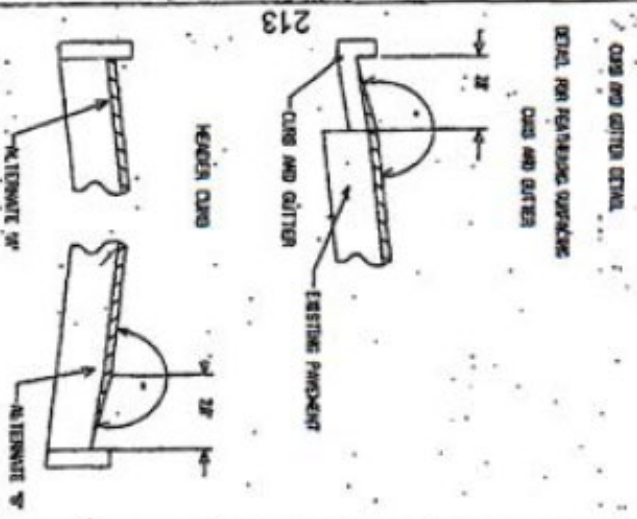
RECORD ① 185 LBS PER SQ YD ASPH CONC. 12.5 MM SUPERFINE, TP 1, GP 1 OR BLEND L INCL. BITUM MALT & H. LME  
 REORD ② ASPH CONC. LEVELING, INCL. BITUM MALT & H. LME TO BE PLACED AS DIRECTED BY THE ENGINEER.

NOTE: THE LOCAL GOVERNMENT WILL CERTIFY ALL NECESSARY R/W REMOVE OR ADJUST ALL UTILITIES AND DO THE NECESSARY PATCHING, AS DIRECTED BY THE ENGINEER, AT NO COST TO THE DEPARTMENT OF TRANSPORTATION.

NOTE: THE WIDTH OF PAVING OR TROUSERS FOR STREETS AND DRIVEWAYS SHALL BE AS REQUIRED TO PROVIDE A SMOOTH AND WELL FINISHED TRANSITION TO AND FROM PUBLIC ROADS AND DRIVEWAYS, AS APPROVED BY THE ENGINEER.

THIS TYPICAL SECTION APPLIES TO PRIORITY #19  
 AS SHOWN ON THE PROJECT REPORT SHEETS.

PROJECT NO. 2024-008  
 COUNTY. \_\_\_\_\_  
 CITY Dahlonega, GA.



NOTE: METHOD OF FEATHERING AT PARAPET EDGE ALTERNATE A OR ALTERNATE B SHALL BE DETERMINED BY THE ENGINEER. UNDER NORMAL CONDITIONS ALTERNATE A SHALL BE USED FOR FEATHERING. UNDER RESURFACING HAS REDUCED THE VERTICAL HEIGHT OF THE EXISTING CURB THE FACILITY, IN THIS CASE, ALTERNATE B SHALL BE USED.

NOTE: THE AERONOMIC DIFFERENCE BETWEEN THE NEW RISING SURFACE AND THE FEATHERING IN THE CURB AND GUTTER SHALL NOT EXCEED 1/4".

1/24





### **3.0 TERMS AND CONDITIONS**

#### **3.1 Bid Amendments**

The City reserves the right to amend this Bid prior to the bid due date. All addenda and additional information will be posted to the City's website at [www.dahlonga.gov](http://www.dahlonga.gov) no later than 5:00 PM EST on **June 26, 2024**. It is the Bidder's responsibility to check the website for addenda before submitting a Bid. A signed copy of Addenda Acknowledgement Form (Attachment F) is to be included with the Original Bid.

#### **3.2 Bid Withdrawal**

A submitted bid may be withdrawn prior to the due date by a signed written request to the Purchasing Agent.

#### **3.3 Cost for Preparing Bids**

The cost for developing the bid is the sole responsibility of the Bidder. The City will not provide reimbursement for such costs.

#### **3.4 Conflict of Interest**

If a Bidder has any existing client relationship that involves the City of Dahlonga, the Bidder must disclose each relationship.

#### **3.5 Contractor Selection**

The City reserves the exclusive right to determine which Bidder should be awarded the Contract. The City also reserves the right to reject any or all bids at its discretion with or without cause.

#### **3.6 Negotiations with Apparent Winner**

Prior to award, the apparent winning Bidder will be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized within one (1) week of notification unless extending the time period is advantageous to the City. Failure to resolve differences **will** lead to rejection of the Contractor's bid.

The City reserves the right to negotiate modifications and costs with the successful Bidder provided that no such modifications affect the evaluation criteria set forth herein. This bid is on a unit price basis and the City reserves the right to increase or decrease the quantities estimated for this project at the same unit price is bid. No consideration will be made for changing the unit price either up or down because of this.

The Contractor shall commence work only after the transmittal of a fully executed contract and Notice to Proceed from the City.

#### **3.7 Taxes**

The City of Dahlonga is exempt from taxes; however, the Contractor shall pay all taxes required of him by law. The City cannot exempt others from tax.

### **3.8 Bid/Proposal Bonds, Payment Bonds, Performance Bonds**

A five percent (5%) Bid Bond and a one hundred percent (100%) Performance and Payment Bond shall be furnished to the City if stated as required in Paragraph 1.7 in the "Introduction" section of this document. Failure to submit appropriate bonding will result in automatic rejection of the bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating.

### **3.9 Compliance with Laws**

The Contractor will comply with all State and Federal laws, rules, and regulations.

### **3.10 Cancellation for Cause**

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.

The City of Dahlonega reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the City without penalty to the City. The City of Dahlonega shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the City and the successful contractor, the City may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful contractor.

If the termination clause is used by the City, the successful contractor will be paid by the City for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

### **3.11 Condition of Materials**

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, and must meet all Georgia Department of Transportation specifications.

### **3.12 Rejection of Submissions/Cancellation of Bids**

The City of Dahlonega reserves the right to reject any or all bids, to waive any irregularity or informality in a bid, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the rights of the City to reject bids that do not contain all elements and information requested in this document. The City of Dahlonega reserves the right to cancel this Invitation to Bid at any time. The City will not be liable for any cost/losses incurred by the Contractors throughout this process.

**3.13 Non-discrimination**

The City of Dahlonega does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

**3.14 Payment**

Contractor shall itemize all invoices in full. The original of the invoice shall be mailed or emailed to:

**City of Dahlonega  
Attn: Accounts Payable  
465 Riley Road  
Dahlonega, GA 30533**

**Accountspayable@dahlonega.gov**

All work must be approved by the city inspector and payment approved by the city manager.

Each invoice must include the following information:

- |                      |  |
|----------------------|--|
| 1. Date of Invoice   | 4. Terms                               |
| 2. Service Performed | 5. All billable items must be itemized |
| 3. Billing Period    | 6. Appropriate Unit of Measure         |

Contractor must furnish documentation identifying that this work has been completed in accordance with specifications, quantities, and price as set forth in the contract.

**Invoices missing any of the information listed above will not be accepted for payment but will be returned to the Contractor for correction.**

**3.15 Insurance**

The Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project.

The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall, during the continuance of all work under the Contract, provide the following:

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$1,000,000.00 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue or any statute or law in force within the State of Georgia, or which may be herein after enacted.



2. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor, its sub-contractors, and the interest of the City, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. The Contractor agrees to maintain Automobile Liability Insurance in an amount of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
4. The Contractor further agrees to protect, defend, indemnify, and hold harmless The City of Dahlenega, its council, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this Bid.
5. The Contractor shall notify the City, in writing, sixty (60) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the City.
6. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination.
7. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the City from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons under its direct employment and of the Sub-contractors and any persons employed by the Sub-contractor.
8. The Contractor and all Sub-contractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.
9. If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the City may be considered. The Contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.
10. A "Certificate of Insurance" showing The City of Dahlenega as the Certificate Holder must be provided prior and incorporated as part of the award contract.



### **3.16 Project Coordination**

The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the City. The City shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the City.

The Contractor hereby agrees to replace any personnel or subcontractor, at no cost or penalty to the City, if the City reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

### **3.17 Accuracy of Work**

The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor or latent defects in the products sold by the Contractor.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the Contractor under this bid, the Contractor shall confer with the City for the purpose of interpreting the information supplied by the Contractor and to correct any errors or omissions. The above consultations, clarifications, and/or corrections shall be made without added compensation to the Contractor. The Contractor shall give immediate attention to these changes so there will be minimum delay to others. The Contractor shall be responsible for errors and omissions and save harmless the City and its agents as provided in this bid.

### **3.18 Ownership**

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the Services required by this Contract, shall be the absolute property of the City and shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the City. Such original documents shall be turned over to the City upon completion of the contract except that Contractor shall have the right to retain copies of the same.

### **3.19 News Releases by Contractor**

As a matter of policy, the City does not endorse the products or services of a Contractor. News releases concerning any resultant contract from this solicitation shall not be made by a Contractor without the prior written approval of the City. All proposed news releases shall be routed to the City of Dahlonega Purchasing Director for review and approval.

### **3.20 Severability/Cancellation**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

The City and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be City of Dahlonega, Georgia.

The City reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the Contractor to provide acceptable work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

### **3.21 Drug Free Workplace**

By submission of a Bid, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract.
2. Each Contractor who hires a sub-contractor to work in a drug-free workplace shall secure from that sub-contractor the following written certification.
3. As part of the subcontracting agreement with (Contractor's name), (Sub-Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3.
4. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

### **3.22 Assignment of Contractual Rights**

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this bid or his right, title, or interest in or to the same, or any part thereof, without written consent of the City.

### **3.23 Indemnity**

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold the City of Dahlonega harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

### **3.24 Non-Collusive Bidding**

By submitting a response to this Invitation to Bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named and that the Bidder has not directly or indirectly induced or solicited any other vendor to put in a sham bid, or any other person or company to refrain from submitting and that the Bidder has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

### **3.25 Georgia Security and Immigration Compliance**

To comply with the State of Georgia's Security and Immigration Compliance Act, all contractors must comply with regulations by completing the provided affidavits relative to the Compliance Act. All applicable affidavits have been included with this Invitation to Bid and must be signed and provided with the Bid submission.

### **3.26 Appropriation of Funds**

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the City's obligations under said contract(s).

### **3.27 Documents Deemed Part of Contract**

Unless otherwise modified by the Contract, the City of Dahlonega's Invitation to Bid issued May 29, 2024, and any addendums issued thereto, and the Project Manual containing Specifications and Special Provisions shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated therein.

**ATTACHMENT A  
ASPHALT LEVELING AND RESURFACING CITY STREETS  
CITY OF DAHLONEGA, GEORGIA  
LMIG, LRA, PROJECT # 2024-008**

**VENDOR'S CHECKLIST AND BID SUBMITTAL PACKET**

Company Name: \_\_\_\_\_

Please indicate you have completed the following documentation and submit them in the following order.

- \_\_\_\_\_ Vendor's Checklist
- \_\_\_\_\_ Execution of Bid Form
- \_\_\_\_\_ Bidder's Certification
- \_\_\_\_\_ Pricing Sheet
- \_\_\_\_\_ Certification and Non-Collusion Form
- \_\_\_\_\_ Addenda Acknowledgment Form
- \_\_\_\_\_ SAVE Affidavit
- \_\_\_\_\_ E-Verify Affidavit
- \_\_\_\_\_ IRS W-9
- \_\_\_\_\_ Evidence of Insurance / Certificate of Insurance
- \_\_\_\_\_ Signed Contract (Signing of the contract will expedite the award process.  
If you choose not to sign, the submitted bid will NOT be disallowed.)
- \_\_\_\_\_ Bid Bond

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**CERTIFICATION SIGNATURES FOR ATTACHMENT A**

**ATTACHMENT B  
ASPHALT LEVELING AND RESURFACING CITY STREETS  
CITY OF DAHLONEGA, GEORGIA  
LMIG, LRA, PROJECT # 2024-008**

**EXECUTION OF BID FORM**

Company Name: \_\_\_\_\_

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- \_\_\_\_\_ That this bid was signed by an authorized representative of the business.
- \_\_\_\_\_ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- \_\_\_\_\_ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- \_\_\_\_\_ That the potential Contractor agrees to the conditions as set forth in this Invitation to Bid with no exceptions.

Therefore, in compliance with the foregoing Invitation to Bid, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this bid is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**CERTIFICATION SIGNATURES FOR ATTACHMENT B**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**

**ATTACHMENT C**  
**ASPHALT LEVELING AND RESURFACING CITY STREETS**  
**CITY OF DAHLONEGA, GEORGIA**  
**LMIG, LRA, PROJECT # 2024-008**

**BIDDER'S CERTIFICATION**

Date of Bid: \_\_\_\_\_

I certify that this Bid is submitted without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same goods/services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all terms and conditions stated of this document and certify that I am authorized to sign this bid for the bidder.

I acknowledge that this Project will be constructed in English units.

I certify that I have carefully examined the requirements for this project and the specifications included in and made a part of this bid and have also personally examined the site of the work. I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials in the manner specified.

I understand the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increase or decrease quantities of work or extra work on the basis provided for in the Specifications.

I also hereby agree that the City of Dahlonega would suffer damages in a sum equal to at least the amount of the enclosed Bid Guaranty, in the event my bid should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Bid Guaranty shall be and is hereby forfeited to the City of Dahlonega as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract agreement described in the Invitation to Bid as soon as the work is awarded to me, and to begin and complete the work within the time limit provided. I also propose to furnish a Contract Bond, approved by the City of Dahlonega, as required by the laws of the State of Georgia. This bond shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia and the City of Dahlonega.

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**

**BIDDER'S CERTIFICATION PAGE 2**

**Bidder Information**  
(Type or Print)

**Name and Mailing Address**  
(Where to Send Payment)

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Accounting/Office Phone Number

\_\_\_\_\_  
Accounting/Office Email Address

\_\_\_\_\_  
Tax ID Number

OR

\_\_\_\_\_  
Social Security Number

**Name and Title of Person Authorized to Sign**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email *(for DocuSign of contract & award documents)*

*Sworn to and signed before me, a Notary Public, this \_\_\_\_\_ day of, in the year \_\_\_\_\_.*

*Notary Public in and for the City of \_\_\_\_\_, State of \_\_\_\_\_.*

*Notary Public Signature and Seal: \_\_\_\_\_*

*My Commission Expires: \_\_\_\_\_*

**Bids not signed shall be declared as "Non-Responsive" and may not be considered for award.**

**ATTACHMENT D  
 ASPHALT LEVELING AND RESURFACING CITY STREETS  
 CITY OF DAHLONEGA  
 LMIG, LRA, PROJECT # 2024-008**

**PRICING SHEET**

Company Name: \_\_\_\_\_

LINE NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY AND UNITS	UNIT PRICE (DOLLARS/CENTS)	DOLLARS/CENTS
0005	150-3110 Traffic Control	Lump Sum		
0010	402-1812 Recycled Asphalt Concrete Leveling, Including Bitum Matl and H Lime	176 TN		
0015	402-3130 Recycled Asphalt Concrete 12.5 MM Super Pave Gp 2 Only, Including Bitum Matl and H Lime	825 TN		
0020	413-1000 Bitum Tack Coat	800 Gal		
0025	653-1501 Thermoplastic Solid Traffic Stripe, 5 IN White	1.75 LM		
0030	653-1502 Thermoplastic Solid Traffic Stripe, 5 IN Yellow	1.75 LM		
<b>TOTAL BID</b>				

I certify the above bid as all-inclusive and final per document specifications.

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Date

**CERTIFICATION SIGNATURES FOR ATTACHMENT D**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**



**ATTACHMENT E  
ASPHALT LEVELING AND RESURFACING CITY STREETS  
CITY OF DAHLONEGA, GEORGIA  
LMIG, LRA, PROJECT # 2024-228**

**CERTIFICATION AND NON-COLLUSION FORM**

Company Name: \_\_\_\_\_

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damages awards.

I certify that this bid has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the bidder or the bidder's associates with any City staff or elected officials since the date this Invitation to Bid was issued except: 1) through the Purchasing Agent of the City, 2) at the Pre-bid conference, or 3) as provided by existing work agreement(s). I understand the City reserves the right to reject the bid submitted by any bidder violating this provision.

I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**CERTIFICATION SIGNATURES FOR ATTACHMENT E**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**

**ATTACHMENT F  
ASPHALT LEVELING AND RESSURFACING CITY STREETS  
CITY OF DAHLONEGA, GEORGIA  
LMIG, LRA, PROJECT # 2024-008**

**ADDENDA ACKNOWLEDGEMENT FORM**

Company Name: \_\_\_\_\_

The bidder has examined and carefully studied the Invitation to Bid and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum Number \_\_\_\_\_

Addendum Number \_\_\_\_\_

Addendum Number \_\_\_\_\_

Addendum Number \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**CERTIFICATION SIGNATURES FOR ATTACHMENT F**

*Vendors must acknowledge any issued addenda. Bids which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the City's requirements.*

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**

**ATTACHMENT G  
ASPHALT LEVELING AND RESURFACING CITY STREETS  
CITY OF DAHLONEGA, GEORGIA  
LMIG, LRA, PROJECT #2024-008**

**SAVE AFFIDAVIT**

(SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS)

AFFIDAVIT FOR PUBLIC BENEFIT AS REQUIRED BY THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

By executing this affidavit under oath, as an applicant for public benefit as referenced in the Georgia Security and Immigration Compliance Act (O.C.G.A. §50-36-1), I am stating the following:

- 1) \_\_\_\_ I am a United States Citizen
- 2) \_\_\_\_ I am a legal permanent resident of the United States
- 3) \_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

**\*\*\*The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. §50-36-1 (e)(1), with this affidavit. Some examples of secure and verifiable document: driver's license, passport, military identification.**

**In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. 16-10-20, and face criminal penalties as allowed by such criminal statute.**

Executed in \_\_\_\_\_ (city) \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



**CONTRACT**  
**ASPHALT LEVELING AND RESURFACING CITY STREETS**  
**CITY OF DAHLONEGA, GEORGIA**  
**LMIG, LRA, PROJECT # 2024-008**

This agreement is made and entered into between the governing authority of City of Dahlonega, hereinafter referred to as “City of Dahlonega”, a political subdivision of the State of Georgia, and \_\_\_\_\_, hereinafter referred to as “Contractor”.

Whereas, in consideration of the mutual benefits accruing to each party, the parties hereby agree as follows:

**A. Summary of Work and Payment:**

1. Contractor shall perform leveling and resurfacing with asphalt concrete on the city streets listed in the scope of work and specifications section of the invitation to bid issued May 24,2024. All work will be done in accordance with the 2021 State of Georgia Standard Specifications as modified by the Special Provisions contained in the Bid Documents for this project.

City of Dahlonega personnel will be supervising the construction of this project. This project is also subject to Georgia Department of Transportation inspections and directions.

2. Contractor shall be authorized to begin work upon the issuance of a Notice to Proceed from City of Dahlonega. All work shall be completed no later than 180 calendar days from the day the Notice to Proceed is issued.

3. The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Contractor’s authorized representative, who shall be authorized to receive and accept any and all communications from the City. The City shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the City.

4. The Contractor hereby agrees to replace any personnel or subcontractor, at no cost or penalty to the City, if the City reasonably determines that the performance of any subcontractor or personnel is unsatisfactory.

5. Contractor shall be paid for work performed under this Contract on a unit price basis as follows:

LINE NO.	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE (DOLLARS/CENTS)
0005	150-3110 Traffic Control	LS	\$
0010	402-1812 Recycled Asphalt Concrete Leveling, Including Bitum Matl and H Lime	Ton	\$
0015	402-3130 Recycled Asphalt Concrete 12.5 MM Super Pave GP 2 only, including Bitum Material and H Lime	Ton	\$
0020	413-1000 Bitum Tack Coat	Gal	\$
0025	653-1501 Thermoplastic Solid Traffic Stripe, 5 IN White	LM	\$
0030	653-1502 Thermoplastic Solid Traffic Stripe, 5 IN Yellow	LM	\$

Payment shall be made according to the terms contained in the Invitation to Bid.

**B. Bonds:**

Contractor shall, prior to commencing work, provide and shall maintain, during the continuance of all work under the Contract, all Bonds required in the Invitation to Bid.

**C. Liability:**

Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this Contract.

Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

Contractor shall be liable for any collateral damage (such as broken curbs, crushed sidewalks, broken water meters, etc.) caused as a result of its work under this Contract. Contractor shall restore and/or repair, at Contractor's cost, any and all collateral damage, including, but not limited to, damage to infrastructure, back to its pre-existing condition if the damage was caused by Contractor's activities.

**D. Insurance:**

The Contractor shall, during the continuance of all work under the Contract, provide and maintain all insurance policies required by the Invitation to Bid.

**E. Assignment of Contractual Rights and Subcontracting:**

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of this contract or its right, title, or interest in or to the same, or any part thereof, without written consent of the City.

Contractor shall not subcontract any work without the express written consent of the City. The City must approve all subcontractors.

**F. Indemnity:**

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold City of Dahlonega harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

**G. Documents Deemed Part of Contract:**

Unless otherwise modified by this Contract, the City of Dahlonega's Invitation to Bid issued May 27, 2024, and any addendums issued thereto, and the Project Manual containing Specifications and Special Provisions shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated herein.

**H. Severability:**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State or Georgia, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

**I. Dispute Resolution:**

City of Dahlonega and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

**J. Cancellation:**

The City of Dahlonega reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations, is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the Contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the City without penalty to City of Dahlonega. The City of Dahlonega shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained herein, the City may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the Contractor.

If the termination clause is used by the City, the Contractor will be paid by the City for all scheduled work completed satisfactorily by the Contractor up to the termination date set forth in the written termination notice.

**K. Safe Working Environment and Drug Free Workplace**

Contractor shall provide a safe working environment.

Contractor certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract.
2. If Contractor hires a Sub-contractor to work in a drug-free workplace, Contractor shall secure from that Sub-contractor the following written certification:

As part of the subcontracting agreement with (Contractor's name), (Subcontractor's name) certifies to the Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3.

The Contractor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

**L. Amendments or Modifications:**

All contract amendments or modifications must be in writing and signed by all parties.

**M. Notices:**

Any notice, order, instruction, claim, or other written communication required or permitted under this contract shall be deemed to have been delivered or received:

1. Upon personal delivery to the Contractor or his authorized representative, which delivery may be accomplished by in person hand delivery, via bona fide overnight express service or telephonic facsimile transmission; or
2. Three (3) days after depositing in the United States mail a letter which is either certified or registered, with return receipt requested, addressed to the Contractor at the following address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

and to City of Dahlonega at the following address:

Attn: Allison Martin, City Manager  
 465 Riley Road  
 Dahlonega, Georgia 30533

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**City of Dahlonega:**

**Contractor:**

\_\_\_\_\_  
 JoAnne Taylor  
 City of Dahlonega Mayor

\_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

Attest:

[Corporate Seal]

\_\_\_\_\_  
 Mary Csukas  
 City of Dahlonega Clerk



CITY OF DAHLONEGA  
 BID OPENING  
 JULY 9, 2024, 2:00PM

ASPHALT LEVELING AND RESURFACING CITY STREETS  
 LMIG LRA PROJECT #2024-008

Contractor	Attachments										Ins	Bond	Price
	A	B	C	D	E	F	G	H	W-9				
The Surface Masters	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$194,249.50
Vertical Earth Inc.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$179,208.47
Allied Paving	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$189,275.00
Colditz Trucking	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$159,355.39

Opened By: CHRIS YORK

Attendees: Brittany Lee

Larry Saeetha

Melanie Jones

MARK BUCHANAN



# CITY OF DAHLONEGA

## City Council Special Called Meeting Minutes

June 17, 2024, 4:00 PM

Gary McCullough Chambers, Dahlonega City Hall

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

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

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

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### CALL TO ORDER AND WELCOME

Mayor Taylor called the meeting to order at 4:10

### PRESENT

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

### APPROVAL OF AGENDA

Mayor Taylor called for a motion to approve the agenda.

Motion made by Councilmember Bagley, Seconded by Councilmember Shirley.

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

### NEW BUSINESS

#### 1. Ordinance 2024-03 Amending Sign Regulations

##### Doug Parks

City Attorney Parks stated that, as the Council may recall, the existing regulations are silent on murals and certain other types of wall signs. Also, the current regulations prohibit inflatables entirely. Ordinance changes addressing the proper treatment of murals and inflatables have been prepared as amendments to the signed regulations and are ready for review. These changes are amendments to the 2009 sign ordinance. Staff previously recommended reducing wall signs from 10% to 5%. After extensive research, this could lead to a situation where there are many non-conforming signs.

Director Of Public Works Buchanan stated that the technology used to measure the building and signs was not an exact science. Mr. Buchanan stated it was the only software the city had for such a project and the way they measured the signs was going

to lead to inaccuracies, but even given that, he believes there are probably several places where the signs could be out of compliance.

Councilmember Bagley asked if this would be a retroactive change.

Councilmember Ariemma asked Director of Public Works Buchanan and City Attorney Parks some measurement questions regarding the ordinance.

City Attorney Parks stated that when discussing inflatables, staff recommended deferring them into commercial and noncommercial.

Councilmember Gaddis asked if this meant it would stay in the ordinance.

City Attorney Parks stated that as far as the ordinance goes, they would be deregulated.

Mayor Taylor stated that the way the ordinance is standing currently regulates inflatables at residences, which is not the intention. She also comments on the size of signs, stating that right now, we do not have a problem with the 10% rule. She suggests doing more work and reviewing before making a change.

Councilmember Shirley stated that he has seen ordinances with a rule of 10% or 75sqf or less. He suggests looking into a rule like this.

City Attorney Parks stated that the Ordinance in the packet includes the reduction of 5%. He suggests making the change.

Mayor Taylor stated that she would take a motion regarding this new Ordinance 2024-03.

Councilmember Brown made a motion to deregulate the inflatables as mentioned and to define murals as wall signs, calling for HPC review of wall signs in their jurisdiction as written, with the exclusion of the 5% amendment, Seconded by Councilmember Shirley.

Councilmember Gaddis stated that if we remove all of the information completely and then soon have problems with inflatables, we could be back in the same spot. He suggested that it is wasteful to regulate inflatables.

City Attorney Parks stated that multiple people are not following the ordinance as it is written today.

City Attorney Parks stated that they could defer this one more time or suggest something different.

Councilmember Bagley agreed with Councilmember Gaddis and said he didn't want to defer it. He suggests limiting the height and number of them on the property.

Councilmember Ariemma states that five inflatables are too many. He suggests not allowing them in the historic district.

Councilmember Reagin stated that he thought they had discussed that since they have been around for so long, they would still be able to be around.

Councilmember Bagley suggested that business owners should be able to do what they want to but should have some limits.

There was more discussion between Councilmembers and City Attorney Parks regarding the ordinance.

Mayor Taylor called for another motion regarding the Ordinance 2024-03.

Councilmember Ariemma made a motion to differ this to a later date. No second, motion died.

Councilmember Bagley made a motion to move inflatables to general permitting, with a size limitation of 8 ft x 3 ft x 3 ft and a limit of 3 inflatables per property in the business

district, meaning B3 and CBD. Residential areas will not be affected by any inflatable permitting.

Councilmember Bagley adjusted his motion to include deregulating the inflatables as mentioned and defining murals as wall signs, calling for HPC review of wall signs in their jurisdiction as written, excluding the 5% reduction Seconded by Councilmember Shirley.

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

Voting Nay: Councilmember Gaddis, Councilmember Ariemma.

#### ADJOURNMENT

Mayor Taylor called for a motion to adjourn the Special Called at 4:43.

Motion made by Councilmember Gaddis, Seconded by Councilmember Reagin.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Shirley

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

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# CITY OF DAHLONEGA

## Appeals Minutes

June 17, 2024, 3:00 PM

Gary McCullough Chambers, Dahlonega City Hall

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---

### CALL TO ORDER AND WELCOME

Mayor Taylor called the meeting to order at 3:19 P.M.

### PRESENT

Mayor JoAnne Taylor

Councilmember Johnny Ariemma

Councilmember Ryan Reagin

Councilmember Ross Shirley

Councilmember Lance Bagley

Councilmember Daniel Brown

Councilmember Gaddis arrived at 3:26 P.M.

### APPROVAL OF AGENDA

Mayor Taylor called for a motion to approve the agenda.

Motion made by Councilmember Reagin, Seconded by Councilmember Shirley.

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

### OTHER ITEMS:

1. (SGN-24-7) Dustin Kennedy, on behalf of 27 on Park, LLC, has appealed the denial of a sign application by the Zoning Administrator. The applicant has appealed the determination to the City Council for a hearing and decision regarding the sign application at 27 Park Street South, Dahlonega GA, 30533 (D11 090).

Mayor Taylor stated that Mr. Kennedy, on behalf of 27 on Park, LLC, has appealed the denial of a sign application by the Zoning Administrator.

The applicant has appealed the determination to the City Council for a hearing and decision regarding the sign application at 27 Park Street South, Dahlonega GA.

Mayor Taylor turned the floor over to City Attorney Parks

City Attorney Parks stated that he would facilitate the meeting this evening.

Mr. and Mrs. Kennedy started by mentioning their recent property purchase. Mr. Kennedy spoke about their sign being installed by their chosen company, despite the city no application completed or permit obtained, citing unpreparedness. He showed pictures of the sign and explained that it also serves as an event structure extending

from the visitor's center to the office front. Mr. Kennedy pointed out that reducing the sign's size would limit their ability to use the structure effectively, referring to the rules. He addressed concerns about the nature of the property, which requires a fence for insurance reasons. He argued that the previous small sign didn't adequately show visitors how to access their property. Mr. Kennedy emphasized the uniqueness of their property in Dahlenega and how granting their request would benefit the area, mentioning that other nearby stores don't meet today's standards. He thanked the council for letting them speak.

Councilmember Ariemma stated that the previous owner would pay fines other than comply with the city ordinance. He stated that Mr. Kennedy was a victim of a sign company that did not do the correct job. He stated that he went out to look at the sign and was confused about some things. He stated that the sign would be a blank wall if he moved it. It is a unique property, and he agrees with that.

Councilmember Gaddis asked if they applied for the signed permit or did it without a license.

Councilmember Reagin asked about the conversation with the sign people after not getting the permit.

Councilmember Bagley stated that there is no excuse for not having a permit, and he wanted to applaud Tim for enforcing the city rules. It looked very professional and classy. Again, we have ordinances, and the struggle is to make people follow them.

Councilmember Brown asked whether the monument or the sign itself was the issue.

City Attorney Parks asked Residential Building Inspector Martin to answer some of the Councilmember's questions.

Residential Building Inspector Martin explained the difference between a monument and a sign according to the ordinance. He then discussed the applicant's case with the Mayor and Councilmembers.

Mayor Taylor asked if the Historic Preservation Commission ever got involved with the sign. She also asked if they would have had any input on the sign.

City Manager Martin stated that HPC would have examined the material if they had submitted an application.

Mr. Kennedy asked why this did not go through HPC and questioned the structure height according to the ordinance.

City Manager Martin said it did not because the sign had already been put up without a permit.

Residential Building Inspector Martin explained stated the base accounts for five feet.

Mayor Taylor stated that one of the questions that the council has to answer is what happens when this happens again. She reminded the Council that they have 30 days to write a written response about whether they want to grant a variance or not.

City Attorney Parks suggested to bring this to the July Council Meeting.

## ADJOURNMENT

Mayor Taylor called for a motion to adjourn the Appeals meeting at 3:55 P.M.

Motion made by Councilmember Bagley, Seconded by Councilmember Reagin.  
Voting Yea: Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley,  
Councilmember Bagley, Councilmember Brown

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# CITY OF DAHLONEGA

## Council Meeting Minutes

July 08, 2024, 6:00 PM

Gary McCullough Chambers, Dahlonega City Hall

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

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

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### CALL TO ORDER AND WELCOME

Mayor Taylor called the July 8, 2024, City Council Meeting to order at 6:00 P.M. Mayor Taylor welcomed everyone to the meeting and thanked them for coming.

### PRESENT

Mayor JoAnne Taylor

Councilmember Roman Gaddis

Councilmember Ryan Reagin

Councilmember Ross Shirley

Councilmember Lance Bagley

Councilmember Johnny Ariemma

### ABSENT

Councilmember Daniel Brown

Mayor Taylor called on Councilmember Johnny Ariemma to lead the invocation and Councilmember Ross Shirley to lead the Pledge of Allegiance.

### APPROVAL OF AGENDA

Mayor Taylor stated the agenda needed to be amended to remove Ordinance 2024-05 and add Administer Oath of Office to the HPC Appointee, Penny Sharp. Mayor Taylor called for a motion. Councilmember Ryan Reagin made a motion to approve the agenda with the removal of Ordinance 2024-05 and the addition of the Administering of the Oath of Office to Penny Sharp, seconded by Councilmember Ross Shirley.

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

### APPROVAL OF CONSENT AGENDA

Mayor Taylor called for a motion to approve the Consent Agenda.

Councilmember Gaddis made a motion to approve the consent agenda, seconded by Councilmember Shirley.

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

1. Discussion of Historic Preservation Commission Appointment – Penny Sharp  
JoAnne Taylor Mayor



- Strategic Priority – Effectively Manage Growth
2. Discussion of Appointments Cemetery Committee – Valerie Green  
Mark Buchanan, Director of Public Works  
Strategic Priority – Effectively Manage Growth
  3. Georgia Indigent Defense Services Agreement  
Doug Parks, City Attorney
  4. Alcoholic Beverage License - Retail Application - Tayco Ventures LLC dba Dahlongega Tasting Room  
Doug Parks, City Attorney & Sarah Waters, Assistant City Clerk  
Strategic Priority - Communication

#### PUBLIC COMMENT – FOUR MINUTE LIMIT

There were no public comments.

#### APPROVAL OF MINUTES

- a. Council Meeting Minutes - June 3, 2024  
Sarah Waters, Assistant City Clerk
- b. City Council Public Hearing - June 3, 2024  
Sarah Waters, Assistant City Clerk

Mayor Taylor called for a motion to approve the minutes.

Councilmember Gaddis made a motion to approve the minutes from the June 3, 2024, Council Meeting and Public Hearing, seconded by Councilmember Shirley.

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

#### APPOINTMENT, PROCLAMATION & RECOGNITION:

1. Appointment to the Ethics Board  
JoAnne Taylor, Mayor  
Strategic Priority - Communication

Mayor Taylor administered the Oath of Office to the remaining Ethics Board appointees. Carol Lucker, Wes Pirkle, Michael Feagin, and Joe Mirakovits each took and signed their Oath of Office.

- 2.. Oath of Office – Penny Sharp  
JoAnne Taylor, Mayor  
Strategic Priority - Communication

Mayor Taylor administered the Oath of Office to the newest member of the Historic Preservation Commission, Penny Sharp. Ms. Sharp took and signed her oath of office.

The Mayor and Council joined the newly sworn volunteers on the chamber floor for a group photo.

#### ANNOUNCEMENTS

Mayor Taylor recognized Dylan Henschen and welcomed him to the meeting. Mr. Henschen is the newest staff writer for The Dahlongega Nugget.

#### CITY REPORTS:

2. FY23 Audit Report  
Chris Hollifield, Managing Partner, Rushton & Company

3. Financial Report - April 2024  
Allison Martin, City Manager
4. Financial Report - May 2024  
Allison Martin, City Manager

Mayor Taylor asked Manager Martin to introduce the auditor. Manager Martin first thanked the Finance Department for their work and diligence in completing the annual audit. She then introduced Chris Hollifield, Managing Partner, Rushton and Company and thanked him and his staff for their work on the city's audit and the support of staff. Mr. Hollifield made his presentation, which was placed on file with the City Clerk's Office. Mr. Hollifield stated that the city's audit was clean and gave an overview of net position, discussed the single audit of the American Rescue Plan Act funds, and provided an overview of future changes to accounting and auditing standards.

Mayor Taylor called on Manager Martin to review the financial reports. Manager Martin stated the April 2024 report was provided for transparency. Manager Martin reviewed the May 2024 Finance Report. The city's revenues remain strong, and expenditures are in line with budgetary expectations.

Councilmember Gaddis made a motion to accept the financial report, seconded by Councilmember Reagin.

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

#### ORDINANCES AND RESOLUTIONS:

5. ~~Ordinance 2024-05 Amending HPC Regulations~~  
Doug Parks

This item was removed from the agenda via a motion, second, and vote to amend this meeting's agenda.

#### CONTRACTS & AGREEMENTS:

#### OTHER ITEMS:

6. Written Decision Regarding 27 on Park  
Doug Parks, City Attorney

Mayor Taylor called on City Attorney, Doug Parks, to review this agenda item. Attorney Parks provided a recap of the issues surrounding this item and explained to the council, and audience, the letter presented to council for consideration regarding 27 on Park's appeal. Mr. Parks explained that this property could qualify for a Master Sign permit and the council should consider this along with the fine that is recommended in the written decision.

Mayor Taylor called for a motion.

Councilmember Gaddis made a motion to deny the appeal, allow a master sign at this location, and issue a \$1,000 fine for erecting a sign without a permit per the proposed written decision, seconded by Councilmember Shirley.

The council then had a discussion on this item. Councilmember Gaddis thanked the operators of 27 on Park for their patience. What is presented will allow them to keep their sign but also recognizing that they had no application or permit to put up a sign all of this is a retroactively looking at what was installed. Mr. Gaddis strongly suggests that they seek reimbursement from their sign company for the cost of the fine. The use of the master sign clause in the ordinance will allow them to have the sign for their business. Councilmember Ariemma reminded the operators that they have a responsibility to make sure their

contractors comply with ordinances. The fine is miniscule and hopefully procedures will be followed in the future, and he wishes them the best of luck in their business venture. Councilmember Bagley echoed those comments and is excited to have them here in Dahlongega. He hopes in the future they will come and speak with staff prior to making changes. Mayor Taylor thanked the operators and said that regulation of signs in the historical district is important and if you visit other towns, you will see that something so small makes a huge difference in the look of a downtown area. Councilmember Reagin stated he appreciated their contribution to Dahlongega.

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

#### 7. Review of FY25 Proposed Budget

Allison Martin, City Manager

#### COMMENTS – PLEASE LIMIT TO THREE MINUTES

##### Clerk Comments

The clerks were absent.

##### City Manager Comments

City Manager Martin had no comments.

##### City Attorney Comments

City Attorney Parks had no comments.

##### City Council Comments

Councilmember Bagley stated the 4<sup>th</sup> of July celebration was great and a job well done.

Councilmember Reagin thanked everyone for making the 4<sup>th</sup> great.

Councilmember Gaddis thanks the staff for their work.

Councilmember Shirley said great job by staff on the 4<sup>th</sup>.

Councilmember Ariemma had no comments.

##### Mayor Comments

Mayor Taylor had no comments.

#### ADJOURNMENT

Mayor Taylor called for a motion to adjourn at 7:30 P.M. Motion made by Councilmember Bagley, seconded by Councilmember Reagin. Voting Yea: Councilmember Gaddis, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley, Councilmember Ariemma

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# CITY OF DAHLONEGA

## Council Work Session Minutes

June 17, 2024, 4:00 PM

Gary McCullough Council Chambers, Dahlongega City Hall

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### OPEN MEETING

Mayor Taylor called the June 17, 2024, City Council Work Session to order at 4:43 P.M. She thanked everyone for coming to the meeting.

### APPROVAL OF AGENDA

Mayor Taylor called for a motion to approve the agenda as written.

Motion made by Councilmember Reagin to approve the agenda as written, Seconded by Councilmember Shirley.

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

### BOARD & COMMITTEES

#### 1. Appointment to the Ethics Board

JoAnne Taylor, Mayor

Strategic Priority - Communication

Mayor Taylor asked everyone on the Ethics Board to come to the front and be sworn in. She said that the City of Dahlongega was awarded a certificate as a Certified City of Ethics. She stated that transparency and ethical behavior are significant in government. She thanked everyone who accepted the invitation to join the Ethics Board.

Mayor Taylor administered the Oath of Office to the newly appointed Ethics Board members Liz Teal, Sam Norton, Casey Moye, Pat Jones, Cindy Williams, Sally Bell, Dave Baker, and Ron Larson.

#### 2. Cemetery Department Report - May 2024

Quataunda Armstrong, Dahlongega Cemetery Committee

#### 3. Dahlongega Downtown Development Authority/Main Street – May 2024

Ariel Alexander, Downtown Development Director

Councilmember Ariemma stated that he liked the band at the first Friday concert this month. He asked Downtown Development Director Alexander if they had a program for people could sponsor the bands.

Downtown Development Director Alexander stated that they have a sponsorship program for all their events. She said the information for sponsoring events is on the DDA's website.

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

4. City of Dahlonega Police Department - May 2024.  
George Albert, Chief of Police.
5. Community Development - May 2024  
Allison Martin, City Manager  
Councilmember Ariemma asked if the 18 residential permits issued in May were new homes or remodels. City Manager Martin stated there was a mixture of permits.
6. Finance and Administration Department – May 2024  
Kimberly Stafford, Finance Manager
7. Public Works—May 2024  
Mark Buchanan, PW Director/City Engineer
8. Water & Wastewater Treatment Department Report May 2024  
John Jarrard, Water/Wastewater Treatment Director  
Councilmember Shirley asked a question about the Hydrogen Sulfide levels. Manager Martin responded that this issue is not due to new construction. It is due to the new design of the lift station.  
Councilmember Ariemma asked a question about the Barlow Lift Station. Manager Martin responded that there is a design flaw and there is ongoing work by the engineers and installer to correct the situation. One solution is an air gap between components.

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

9. Discussion of Historic Preservation Commission Appointment – Penny Sharp  
Sarah Waters, Assistant City Clerk  
Strategic Priority - Effectively Manage Growth  
Mayor Taylor introduced the item to the council, and she stated that they are pleased to bring forward a historically minded individual to serve on the Historic Preservation Commission.  
Councilmember Gaddis suggested putting it on the consent agenda.  
Councilmember Bagley thanked Ms. Sharp for volunteering.
10. Discussion of Appointments Cemetery Committee – Valerie Green  
Mark Buchanan, Director of Public Works  
Strategic Priority - Effectively Manage Growth  
Mayor Taylor introduced this item to the council.  
Councilmember Reagin suggested moving this to the consent agenda.

#### PRESENTATION

Mayor Taylor took a moment to thank Officer Kyle Kupari for everything he has done for the City during his time with the Police Department. Mayor Taylor and Councilmembers stated how much he will be very missed.

#### ORDINANCES & RESOLUTIONS

11. Ordinance 2024-05 Amending HPC Regulations  
Doug Parks

Councilmember Gaddis asked if HPC asked for this change. He stated that some of the items are considered maintenance.

**AGREEMENTS & CONTRACTS:**

**12. Georgia Indigent Defense Services Agreement**

Doug Parks, City Attorney

Strategic Priority - Communication

City Attorney Parks stated that the renewal of the Georgia Indigent Defense Services Agreement is coming up. The annual event is a highly efficient way to manage Indigent Defense, and staff highly recommends it.

City Manager Martin stated that the county is set to vote on it and they will forward us the contract once it is completed.

Mayor Taylor suggested this item be put on the consent agenda.

**OTHER ITEMS:**

**13. Alcoholic Beverage License - Retail Application - BC One Group Inc. dba KKMart**

Doug Parks, City Attorney & Sarah Waters, Assistant City Clerk

Strategic Priority - Communication

In the absence of the City Clerk, it was unsure if this application was complete. BC One Group Inc. dba KKMart will be voted on at the next meeting in July.

**14. Alcoholic Beverage License - Retail Application - Tayco Ventures LLC dba Dahlonega Tasting Room**

Doug Parks, City Attorney & Sarah Waters, Assistant City Clerk

Strategic Priority - Communication

Assistant City Clerk Waters stated that Tayco Ventures LLC dba Dahlonega Tasting Room's application was complete.

Mayor Taylor suggested moving this item to the Consent Agenda.

**15. City Manager's FY25 Proposed Budget**

Allison Martin, City Manager

City Manager Martin reviewed the FY25 Proposed Budget presentation with the Mayor and Council.

Manager Martin and Finance will begin sending the individual funds to the council to give an overview of budget requests for Fy25.

Councilmember Ariemma asked about the bond for the water plant and whether it was separate from the treatment plant. He also asked if we would have to replace the Crown Mountain water tank.

**COMMENTS – PLEASE LIMIT TO THREE MINUTES**

**Clerk Comments**

Assistant City Clerk Waters reminded everyone that the Mayor and council members will attend the GMA conference from June 20<sup>th</sup> to June 23<sup>rd</sup>.

**City Manager Comments**

City Manager Martin thanked Officer Kyle Kupari for everything he has done and said he will be missed.

#### City Attorney Comments

City Attorney Parks thanked Officer Kyle Kupari for everything he has done for the City and wished him the best of luck.

#### City Council Comments

Councilmember Ariemma thanked Officer Kyle Kupari for all he did for the City.

Councilmember Bagley said Officer Kyle Kupari would be missed and thanked him for everything. He also complimented the Public Works team on all the great things they do in town.

Councilmember Brown had no comment.

Councilmember Reagin said Officer Kyle Kupari would be missed and wished him the best of luck.

Councilmember Gaddis thanked Officer Kyle Kupari for everything and said he would be missed. He also congratulated Assistant City Clerk Waters on her recent marriage.

Councilmember Shirley wished Officer Kyle Kupari the best of luck.

#### Mayor Comments

Mayor Taylor thanked all the staff for all the hard work put into this meeting tonight.

#### ADJOURNMENT

Mayor Taylor made a motion to adjourn at 5:20 P.M.

Motion made by Councilmember Reagin to adjourn, Seconded by Councilmember Brown.

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

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# CITY OF DAHLONEGA

## Council Work Session Minutes

May 20, 2024, 4:00 PM

Gary McCullough Council Chambers, Dahlonega City Hall

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### OPEN MEETING

Mayor Taylor called the May 20, 2024, City Council Work Session to order at 6:00 P.M.

Mayor Taylor thanked everyone for coming to the meeting.

### APPROVAL OF AGENDA

Mayor Taylor called for a motion to approve the agenda as written.

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

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

### BOARD & COMMITTEES

#### 1. Cemetery Department Report - April 2024

Quataunda Armstrong, Dahlonega Cemetery Committee

Public Works Director Buchanan stated they had a big turnout for a cleanup day.

Mayor Taylor complimented the Cemetery Committee on all of their hard work and stated her appreciation for all they do.

Councilmember Reagin also stated that the Cemetery Committee is doing a great job.

Councilmember Bagley asked if the Cemetery Committee would be able to get the flags out this weekend.

#### 2. Dahlonega Downtown Development Authority/Main Street – April 2024

Ariel Alexander, Downtown Development Director

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

#### 3. City of Dahlonega Police Department - April 2024.

George Albert, Chief of Police.

Mayor Taylor asked if there were any questions from the council regarding the department reports.

Councilmember Ariemma asked a question about the number of traffic stops and citations in March. He also asked about the number that represents the extra patrol.

Councilmember Bagley stated that the extra patrol has had positive feedback from the business owners.

Mayor Taylor complimented all of the departments. She stated that there is a lot of positive feedback from the community. She thanked everyone for everything they have done and continue to do for the community.

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

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

#### PRESENTATION

8. Drug Free Lumpkin 365 Introduction Presentation  
Dr. Mike Carpenter

Mayor Taylor introduced Dr. Mike Carpenter to the Council, noting that his presentation would be of particular interest to Councilmembers and staff within the county.

Dr. Mike Carpenter then delivered his "Drug-Free Lumpkin 365" presentation to the Council.

After the presentation, Mayor Taylor, Councilmembers, and staff all thanked Dr. Mike Carpenter for coming and spreading great information throughout the community.

#### ORDINANCES & RESOLUTIONS

#### AGREEMENTS & CONTRACTS:

9. Axon Camera Quote  
Allison Martin, City Manager  
Strategic Priority - Communication

Mayor Taylor turned this item over to City Manager Martin.

City Manager Martin explained that when the Marshal's Office, now the Police Department, was reinstated in Dahlonega, a decision was made to use Axon as the supplier for body cameras and equipment, which now includes car-mounted cameras. Leasing the cameras is more cost-effective than purchasing them outright, as all updates, storage, and maintenance are included. At the end of the lease, the equipment is upgraded, preventing the government from dealing with outdated equipment. This model is used by many agencies and saves over \$10,000 during the lease's duration. With the addition of cameras, which were included in the budget, the lease amount now exceeds the manager's approval threshold and requires council approval. The funds are allocated in the operating budget. As with all leases, if the budget does not contain the necessary funds, there is no obligation to continue. It is the recommendation of the staff to approve this lease.

Councilmember Shirley asked if this included the new officer that just came on board.

Councilmember Ariemma stated he was shocked about how expensive the units are. He stated that he noticed only three of everything but thought there were four officers. He then asked how the information gets saved on the cameras. He then asked if there were other units looked at.

Councilmember Reagin stated that he thinks body cams are a great idea. He then asked if the five year agreement was normal. He voiced his concern about technology moving so quickly it is concerning to him. He also asked if it goes into a cloud and then the city change services would the city lose the data.

Councilmember Brown stated that with these kinds of cameras it would be evident if the cameras had been tampered with.

Councilmember Reagin asked if Councilmember Brown was concerned about the five year contract.

Councilmember Brown stated that he usually only sees three year contracts but since this company has been around for a while and updating their systems he doesn't see an issue with the five year contract.

Mayor Taylor informed Councilmembers that the city is already using this company but instead of owning it they are leasing it. She stated that the only things that are changing is how the city is paying for it and where the information is stored.

Councilmember Ariemma asked if this company is testing the system enough to know the validity of the cameras.

Councilmember Shirley suggested that this item be moved to the consent agenda.

#### OTHER ITEMS:

10. Living Waters Winery & Vineyard, Inc. – Tasting Room License

Doug Parks, Attorney & Mary Csukas, City Clerk

Strategic Priority - Communication

Mayor Taylor turned this item over to City Attorney Parks and City Clerk Csukas.

City Attorney Parks stated that the Living Waters Winery & Vineyard Tasting Room License was complete. City Clerk Csukas also stated that the application was complete.

Mayor Taylor suggested this item go onto the consent agenda. Councilmembers agreed.

11. Project 2024-006 City of Dahlonaga Plaza Improvements

Vince Hunsinger, Capital Projects Manager

Strategic Priority - Infrastructure

Mayor Taylor turned this item over to Capital Projects Manager Hunsinger.

Capital Projects Manager Hunsinger stated that the bid opening was on April 23rd, and the lowest bid was \$270,453.70. The Capital Projects Team estimated a budgetary need of \$295,060, so he was pleased that it was under the budget. The city has tourism product development funds sufficient to cover this needed project with no other funding. He stated that this includes removing tile and replacing with brick pavers because the current tile texture is slick and could cause falls, replacing sewer service due to frequent blockages in current system, replacing handicap ramp per plan, replacing thermoplastic striping, adding electrical outlets to decrease the chance of pedestrians tripping and falling over drop cords at Christmas and other events, and adding trench drain and stormwater to alleviate water entering the Welcome Center at the bathroom entrance.

Councilmember Shirley asked if the drains sloped a certain way and asked if this was planning on being fixed.

Councilmember Bagley asked what was the timeframe for this project.

Mayor Taylor stated that this area has been a lot of work for the City and has caused a lot of backup for the most used places on the square.

Councilmember Ariemma asked if the county should be helping the City with this project.

Mayor Taylor asked councilmembers if they would like this on the consent agenda.

Councilmembers agreed to put this on the consent agenda.

## 12. Potential Columbarium Donation - Mt. Hope Cemetery

Allison Martin, City Manager

Strategic Priority - Communication

Mayor Taylor turned this item over to City Manager Martin.

City Manager Martin reported that a citizen approached both her and City Engineer Buchanan regarding the council's interest in placing a columbarium at Mt. Hope Cemetery. The citizen offered to donate a columbarium unit, covering purchase, delivery, and setup costs up to \$100,000, excluding site preparation. The proposed location is on the lower access road nearest to UNG's property. A map will be provided at the meeting to show the proposed location, and staff will discuss the pros and cons of this site. The city would handle installation costs and assume responsibility for future maintenance of the structure.

City Engineer Buchanan stated that he was concerned about the location but stated that the columbarium will be long and thin. He stated that the columbarium should not affect that access. He thinks it will start on the northern side of the property line.

Councilmember Ariemma asked about the engraving on the spots meant. He also asked if the columbarium was around 20% sold. He also asked if this is something that is needed in the cemetery.

Councilmember Gaddis asked what the estimated site prep cost would be.

Councilmember Reagin asked if there was a design that they could look at before approving in the future.

Mayor Taylor suggested making a mock up of what they are planning to do. She also states that they will most likely take any action at the next meeting.

## COMMENTS – PLEASE LIMIT TO THREE MINUTES

### Clerk Comments

City Clerk Csukas stated that Assistant City Clerk Hunsinger will be out of the office for two weeks.

### City Manager Comments

City Manager Martin stated that DDA Director Alexander had prepared the letter of intent for the Georgia Initiative Community Housing Program. She said that it will be going out this week. She also stated that staff had had multiple conversations with the residents on Timberlane about a proposed repair to that street. She stated that some paving, ditch work, and shoulder repair would be required to deal with the stormwater that is coming off that street. She stated that a packet is being made and will be sent out to contractors soon.

City Attorney Comments

City Attorney Parks had no comments.

City Council Comments

Councilmember Gaddis had no comments.

Councilmember Ariemma stated that he would be celebrating his 38th year anniversary.

Councilmember Reagin had no comments.

Councilmember Shirley thanked City Manager Martin for doing all that for Timberlane. He also stated that the Aquatic Center had a soft opening on the weekend and said they are having their grand opening this upcoming weekend. He also stated that on Monday, there will be a Vietnam Veterans Memorial at the courthouse.

Councilmember Bagley had no comments.

Councilmember Brown had no comments.

Mayor Comments

Mayor Taylor had no comments.

ADJOURNMENT

Mayor Taylor called for a motion to adjourn the City Council Work Session at 6:51 P.M.

Motion made by Councilmember Gaddis to adjourn, Seconded by Councilmember Reagin.

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

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# City Council Agenda Memo

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**DATE:** 6/6/2024  
**TITLE:** Discussion of Appointments Cemetery Committee – Valerie Green  
**PRESENTED BY:** Mark Buchanan, Director of Public Works  
**PRIORITY:** Strategic Priority - Effectively Manage Growth

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## AGENDA ITEM DESCRIPTION

Valerie Green has completed applications for the Cemetery Committee.

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## HISTORY/PAST ACTION

## FINANCIAL IMPACT

None

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## RECOMMENDATION

Staff recommends the appointment of the applicant to the Cemetery Committee.

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## SUGGESTED MOTIONS

“...motion to appoint Valerie Green to the Dahlonega Cemetery Committee.”

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## ATTACHMENTS

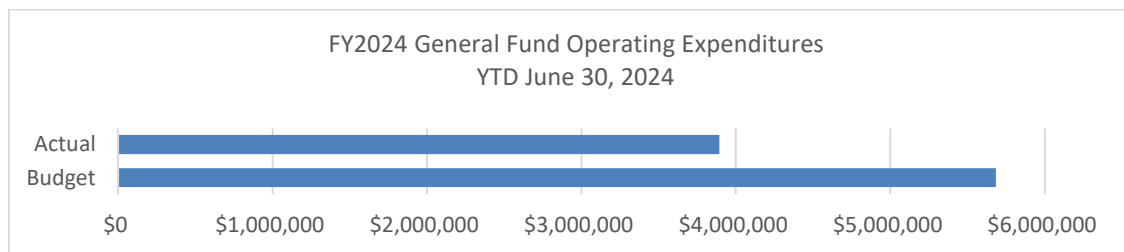
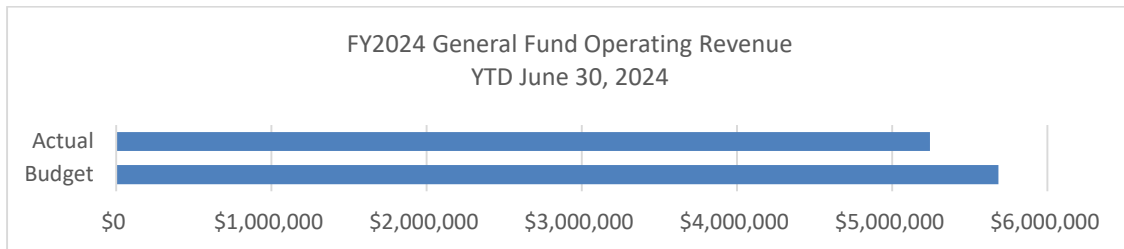
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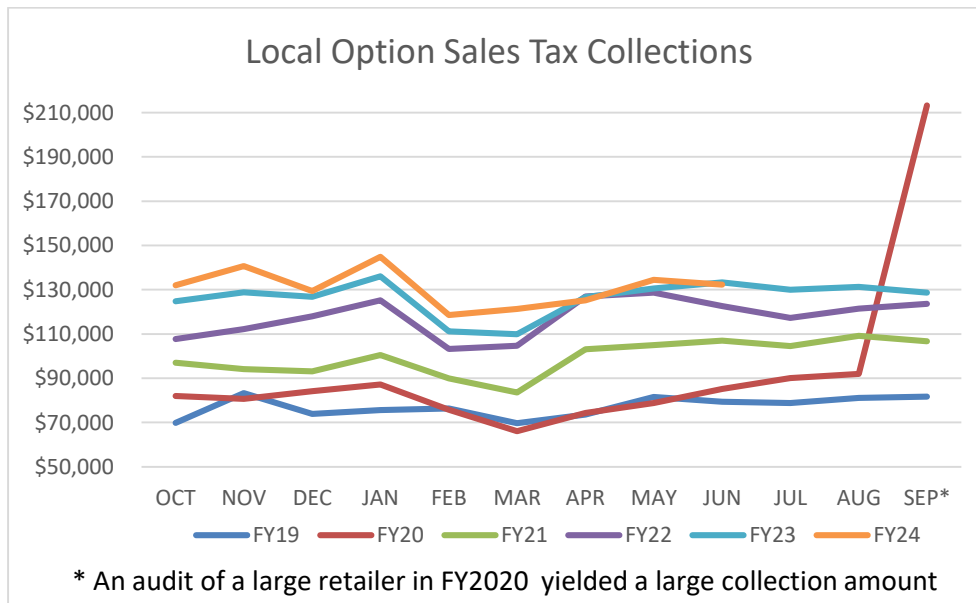
# CITY OF DAHLONEGA MONTHLY FINANCIAL REPORTS

For the Nine Months Ended June 30, 2024

## GENERAL FUND



- The annual property tax bills were levied and mailed by the Tax Commissioner on October 1<sup>st</sup> with a December 1<sup>st</sup> due date. To date, 98.08% of the 2023 taxes budgeted have been collected.
- Sales tax collections remain strong and reflected collections 4.47% greater than FY23. The change in the State law related to internet sales taxation has continued to positively impact our collections.



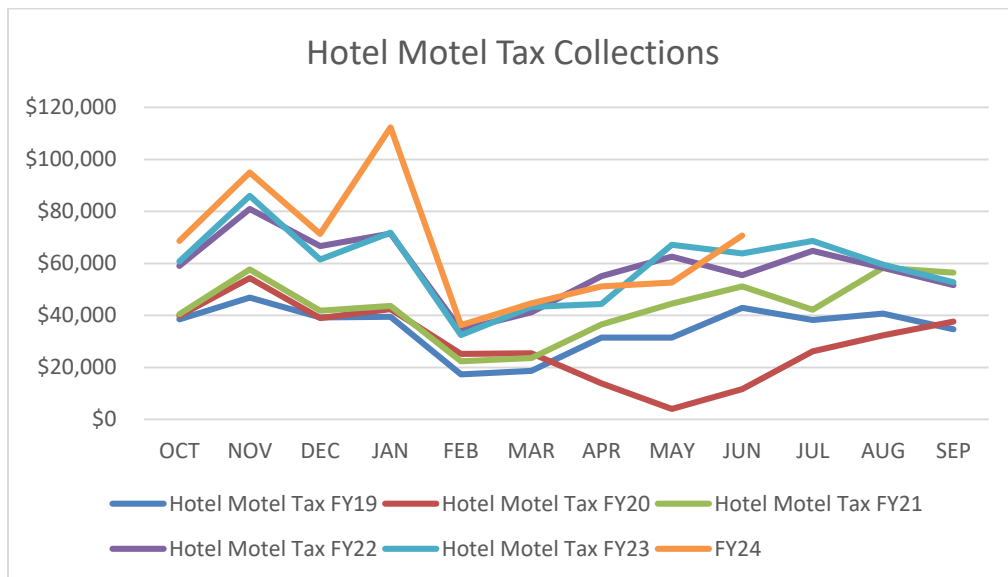
- The annual revenue for Insurance Premium Tax is \$667,217 this year, which is 22.37% greater than last fiscal year. This amount is based on a pro-rata population formula.
- Alcoholic Beverage Tax and License revenue collected year-to-date is slightly more than the prior year.
- Permit revenue collected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

### DOWNTOWN DEVELOPMENT AUTHORITY

- Operational results are on track with the budget.

### HOTEL/MOTEL TAX FUND

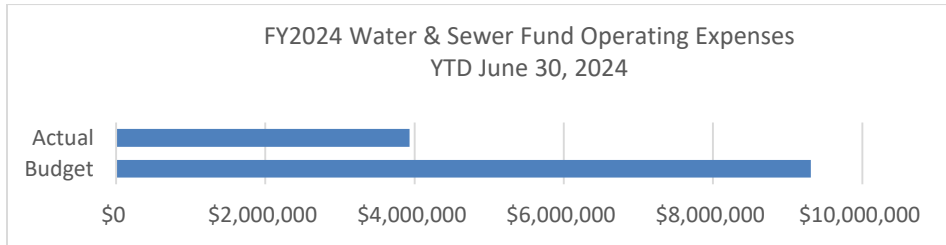
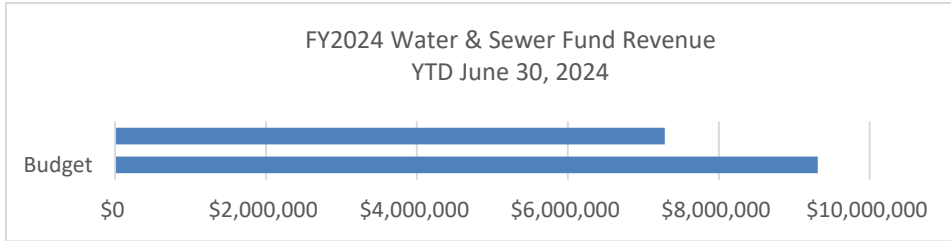
- Tax revenue collections experienced a sharp decline in April 2020 with the onset of the Pandemic. Beginning in September 2020, collections have remained higher than in previous years. FY24 is 13.49% more than FY23. There are two factors for the increase above pre-pandemic levels. One is the change to the law regarding collection by third-party online booking agencies, the other is the new hotel.





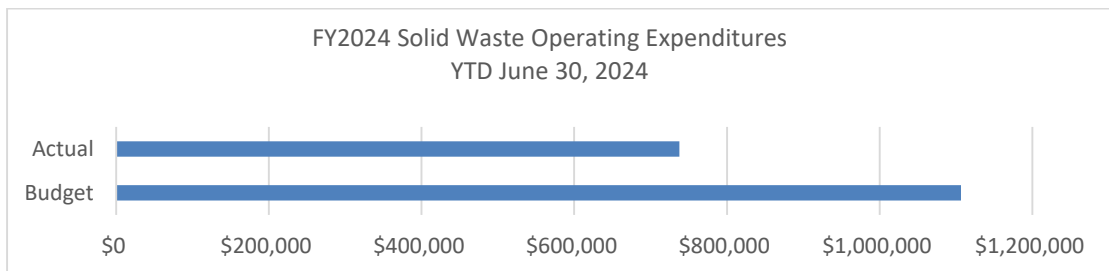
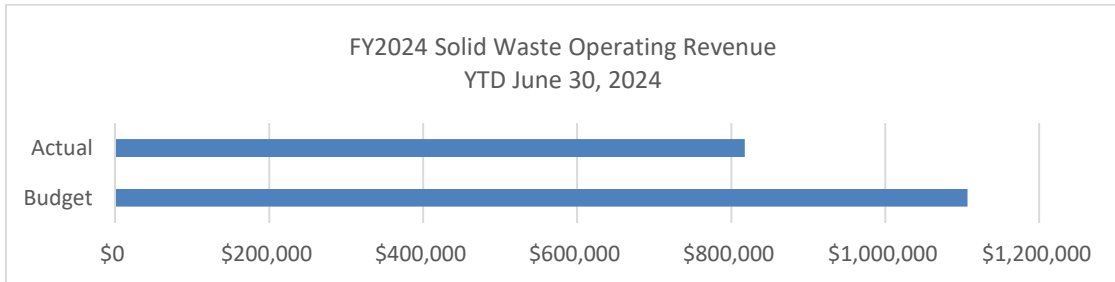
### WATER AND SEWER FUND

- Water and sewer sales are trending along with budget projections. Revenue from water sales and sewer charges is 4.78% greater than FY23.
- All department expenses are in line with the budget.



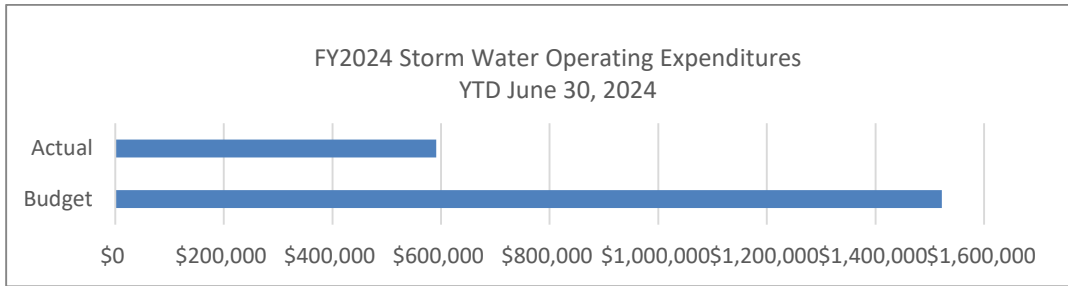
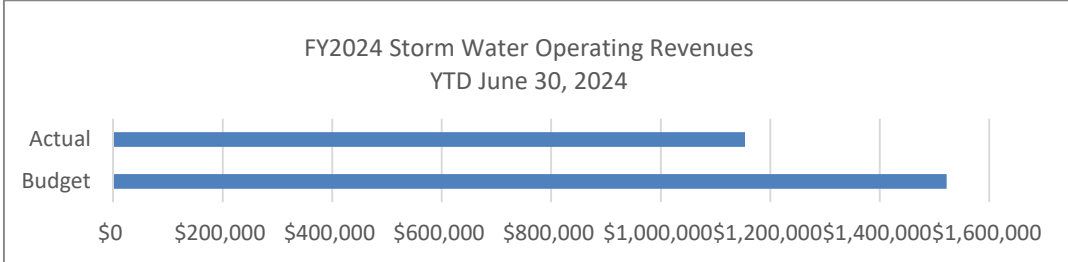
### SOLID WASTE FUND

- Refuse Collection Charges are Revenues are 2.15% greater than the prior year.
- Expenses meet budget expectations.



**STORMWATER ENTERPRISE FUND**

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



**(Prepared for Council and Management by Finance Department July 29, 2024)**

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 06/30/2024 NORMAL (ABNORMAL)	% BDGT USED
Fund 100 - GENERAL FUND				
	GENERAL PROPERTY TAXES	1,878,289.00	1,828,132.60	97.33
	GENERAL SALES AND USE TAXES	1,430,000.00	1,046,879.05	73.21
	SELECTIVE SALES AND USES TAXES	224,600.00	170,586.39	75.95
	ALCOHOLIC BEVERAGES LICENSES	178,000.00	150,950.00	84.80
	BUSINESS TAXES	705,247.00	826,542.58	117.20
	PENALTIES AND INTEREST	1,200.00	2,782.87	231.91
	PERMITS AND FEES	73,000.00	269,854.00	369.66
	INTERGOVERNMENTAL REVENUE	15,539.00	25,016.37	160.99
	CHARGES FOR SERVICES	730,133.00	559,494.81	76.63
	FINES AND FORFEITURES	199,302.00	127,257.30	63.85
	INVESTMENT INCOME	90,000.00	100,149.06	111.28
	MISCELLANEOUS REVENUE	3,000.00	8,687.60	289.59
	OTHER FINANCIAL SOURCES	35,000.00	34,325.00	98.07
	OTHER CHARGES FOR SERVICES	15,500.00	14,445.31	93.20
	TRANSFERS IN FROM OTHER FUNDS	105,875.00	77,212.53	72.93
	<b>TOTAL REVENUES</b>	<b>5,684,685.00</b>	<b>5,242,315.47</b>	<b>92.22</b>
	LEGISLATIVE	264,522.00	276,539.93	101.29
	EXECUTIVE	289,711.00	171,463.56	59.18
	ELECTIONS	12,600.00	21,844.54	173.37
	GENERAL ADMINISTRATION	1,136,427.00	700,923.13	61.45
	MUNICIPAL COURT	302,668.00	182,035.97	60.14
	POLICE DEPARTMENT	938,482.00	539,844.21	56.97
	PUBLIC WORKS ADMINISTRATION	260,494.00	135,908.52	52.17
	STREETS	1,350,170.00	966,343.06	69.12
	MAINTENANCE AND SHOP	127,348.00	64,523.94	50.67
	CEMETERY	112,054.00	84,875.17	75.74
	PARKS	69,500.00	43,243.05	62.22
	COMMUNITY DEVELOPMENT	282,914.00	359,776.41	127.17
	NON-DEPARTMENTAL	76,536.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	461,259.00	345,944.25	75.00
	<b>TOTAL EXPENDITURES</b>	<b>5,684,685.00</b>	<b>3,893,265.74</b>	<b>67.66</b>
Fund 100 - GENERAL FUND:				
	TOTAL REVENUES	5,684,685.00	5,242,315.47	92.22
	TOTAL EXPENDITURES	5,684,685.00	3,893,265.74	67.66
	<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>0.00</b>	<b>1,349,049.73</b>	<b>1,939.52</b>

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 06/30/2024 NORMAL (ABNORMAL)	% BDGT USED
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY				
	CHARGES FOR SERVICES	300.00	1,054.15	351.38
	INVESTMENT INCOME	6,000.00	8,823.05	147.05
	CONTRIBUTIONS AND DONATIONS	100.00	1,105.00	1,105.00
	MISCELLANEOUS REVENUE	1,500.00	12,584.00	838.93
	TRANSFERS IN FROM OTHER FUNDS	184,875.00	138,656.25	75.00
	APPROPRIATED FUND BALANCE	128,890.00	0.00	0.00
	TOTAL REVENUES	321,665.00	162,222.45	50.43
	DDA ADMINISTRATION	155,893.00	104,874.93	67.27
	TOURISM	60,032.00	33,064.62	55.08
	DOWNTOWN DEVELOPMENT	105,740.00	123,316.22	116.62
	TOTAL EXPENDITURES	321,665.00	261,255.77	81.22
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY:				
	TOTAL REVENUES	321,665.00	162,222.45	50.43
	TOTAL EXPENDITURES	321,665.00	261,255.77	81.22
	NET OF REVENUES & EXPENDITURES	0.00	(99,033.32)	100.00

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 06/30/2024 NORMAL (ABNORMAL)	% BDGT USED
Fund 275 - HOTEL/MOTEL TAX FUND				
	HOTEL/MOTEL TAXES	700,000.00	602,900.47	86.13
	PENALTIES AND INTEREST	0.00	8,069.76	100.00
	INVESTMENT INCOME	600.00	1,869.13	311.52
	TOTAL REVENUES	<u>700,600.00</u>	<u>612,839.36</u>	<u>87.47</u>
	PURCHASES/CONTRACTED SERVICES	297,063.00	244,015.85	82.14
	TRANSFERS OUT TO OTHER FUNDS	403,537.00	300,009.78	74.35
	TOTAL EXPENDITURES	<u>700,600.00</u>	<u>544,025.63</u>	<u>77.65</u>
Fund 275 - HOTEL/MOTEL TAX FUND:				
	TOTAL REVENUES	700,600.00	612,839.36	87.47
	TOTAL EXPENDITURES	<u>700,600.00</u>	<u>544,025.63</u>	<u>77.65</u>
	NET OF REVENUES & EXPENDITURES	0.00	68,813.73	100.00

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 06/30/2024 NORMAL (ABNORMAL)	% BDGT USED
<b>Fund 505 - WATER AND SEWER ENTERPRISE FUND</b>				
	INTERGOVERNMENTAL REVENUE	0.00	11,855.36	100.00
	FINES AND FORFEITURES	0.00	753.00	100.00
	INVESTMENT INCOME	160,000.00	245,027.29	153.14
	MISCELLANEOUS REVENUE	3,000.00	18,077.67	602.59
	WATER CHARGES	3,173,461.00	2,376,930.95	74.90
	TAP FEES - WATER	175,000.00	804,948.00	459.97
	SEWER CHARGES	2,339,413.00	1,953,896.48	83.52
	TAP FEES - SEWER	175,000.00	726,960.00	415.41
	OTHER CHARGES FOR SERVICES	70,300.00	67,314.84	95.75
	TRANSFERS IN FROM OTHER FUNDS	1,438,032.00	1,078,524.00	75.00
	APPROPRIATED NET ASSETS	1,778,564.00	0.00	0.00
	<b>TOTAL REVENUES</b>	<b>9,312,770.00</b>	<b>7,284,287.59</b>	<b>78.22</b>
	SEWER LIFT STATIONS	278,654.00	153,279.07	55.01
	SEWER TREATMENT PLANT	918,621.00	591,517.31	64.05
	DISTRIBUTION AND COLLECTION	1,202,602.00	1,172,441.20	84.85
	WATER SUPPLY	322,504.00	136,700.33	42.39
	WATER TREATMENT PLANT	2,427,976.00	1,299,541.21	53.01
	CAPITAL OUTLAYS	3,976,673.00	482,751.88	11.48
	INTERFUND CHARGES	125,740.00	94,304.97	75.00
	OTHER COSTS	60,000.00	0.00	0.00
	<b>TOTAL EXPENDITURES</b>	<b>9,312,770.00</b>	<b>3,930,535.97</b>	<b>40.31</b>
	<b>Fund 505 - WATER AND SEWER ENTERPRISE FUND:</b>			
	TOTAL REVENUES	9,312,770.00	7,284,287.59	78.22
	TOTAL EXPENDITURES	9,312,770.00	3,930,535.97	40.31
	<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>0.00</b>	<b>3,353,751.62</b>	<b>766.32</b>

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 06/30/2024 NORMAL (ABNORMAL)	% BDGT USED
<b>Fund 540 - SOLID WASTE ENTERPRISE FUND</b>				
	CHARGES FOR SERVICES	300.00	225.00	75.00
	INVESTMENT INCOME	10,000.00	16,060.56	160.61
	MISCELLANEOUS REVENUE	0.00	2,108.40	100.00
	OTHER CHARGES FOR SERVICES	7,000.00	6,186.34	88.38
	REFUSE COLLECTION CHARGES	1,067,401.00	817,461.17	76.58
	APPROPRIATED NET ASSETS	22,005.00	0.00	0.00
	<b>TOTAL REVENUES</b>	<b>1,106,706.00</b>	<b>842,041.47</b>	<b>76.09</b>
	<b>PERSONAL SERVICES AND EMPLOYEE BENEFITS</b>	<b>551,986.00</b>	<b>340,673.21</b>	<b>61.72</b>
	<b>PURCHASES/CONTRACTED SERVICES</b>	<b>291,150.00</b>	<b>222,020.15</b>	<b>76.26</b>
	<b>SUPPLIES</b>	<b>160,700.00</b>	<b>78,063.96</b>	<b>48.58</b>
	<b>CAPITAL OUTLAYS</b>	<b>0.00</b>	<b>49,775.00</b>	<b>100.00</b>
	<b>INTERFUND CHARGES</b>	<b>62,870.00</b>	<b>47,152.53</b>	<b>75.00</b>
	<b>OTHER COSTS</b>	<b>40,000.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>DEBT SERVICE</b>	<b>0.00</b>	<b>10.00</b>	<b>100.00</b>
	<b>TOTAL EXPENDITURES</b>	<b>1,106,706.00</b>	<b>737,694.85</b>	<b>66.66</b>
	<b>Fund 540 - SOLID WASTE ENTERPRISE FUND:</b>			
	<b>TOTAL REVENUES</b>	<b>1,106,706.00</b>	<b>842,041.47</b>	<b>76.09</b>
	<b>TOTAL EXPENDITURES</b>	<b>1,106,706.00</b>	<b>737,694.85</b>	<b>66.66</b>
	<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>0.00</b>	<b>104,346.62</b>	<b>100.00</b>

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 06/30/2024 NORMAL (ABNORMAL)	% BDGT USED
Fund 560 - STORMWATER ENTERPRISE FUND				
	INVESTMENT INCOME	1,500.00	13,388.15	892.54
	OTHER CHARGES FOR SERVICES	1,000.00	1,262.84	126.28
	TRANSFERS IN FROM OTHER FUNDS	1,165,544.00	874,158.03	75.00
	STORMWATER UTILITY CHARGES	354,150.00	264,920.02	74.80
	TOTAL REVENUES	1,522,194.00	1,153,729.04	75.79
	PERSONAL SERVICES AND EMPLOYEE BENEFITS	81,402.00	58,236.74	71.54
	PURCHASES/CONTRACTED SERVICES	79,000.00	2,780.26	3.52
	SUPPLIES	33,500.00	888.61	2.65
	CAPITAL OUTLAYS	819,913.00	147,742.51	15.08
	INTERFUND CHARGES	508,379.00	381,284.28	75.00
	TOTAL EXPENDITURES	1,522,194.00	590,932.40	35.13
Fund 560 - STORMWATER ENTERPRISE FUND:				
	TOTAL REVENUES	1,522,194.00	1,153,729.04	75.79
	TOTAL EXPENDITURES	1,522,194.00	590,932.40	35.13
	NET OF REVENUES & EXPENDITURES	0.00	562,796.64	352.34
	TOTAL REVENUES - ALL FUNDS	18,648,620.00	15,297,435.38	82.03
	TOTAL EXPENDITURES - ALL FUNDS	18,648,620.00	9,957,710.36	51.55
	NET OF REVENUES & EXPENDITURES	0.00	5,339,725.02	800.64





# Ordinances and Resolutions

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**DATE:** 8/5/2024  
**TITLE:** Ordinance 2024-06 Urban Camping  
**PRESENTED BY:** Doug Parks, City Attorney  
**PRIORITY:** Strategic Priority - Communication

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## AGENDA ITEM DESCRIPTION

Ordinance 2024-06 Urban Camping

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## HISTORY/PAST ACTION

The United States Supreme Court based upon a recent case has validated urban camping regulations. The city staff has recognized a need for this type of legislation.

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## FINANCIAL IMPACT

None.

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## RECOMMENDATION

Recommendation to approve.

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## SUGGESTED MOTIONS

Motion to approve Ordinance 2024-06 Urban Camping Regulations.

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## ATTACHMENTS

Ordinance 2024-06

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**ORDINANCE 2024-06**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF DAHLONEGA, GEORGIA TO  
AMEND THE CODE OF THE CITY OF DAHLONEGA BY ADOPTION OF AN URBAN  
CAMPING ORDINANCE**

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

WHEREAS, The Mayor and City Council wish to protect public areas, parks, and streets within the City; and

WHEREAS, The Mayor and City Council wish to address urban camping currently occurring in the City; and

NOW THEREFORE, The Mayor and City Council of the City of Dahlonega while in Regular Session on August 5, 2024 adopted this ordinance, and be it so ordained by the authority thereof, that the Code of Ordinances of the City of Dahlonega is hereby amended by adding a new chapter, i.e., Chapter 36 Urban Camping, as shown in Exhibit A, which is attached hereto. This amendment is adopted with the express authority for Municode to renumber the ordinance components based on their numbering system.

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.

All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

So ordained and effective this \_\_\_\_ day of \_\_\_\_\_ 2024.

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

\_\_\_\_\_  
Attest: Sarah Waters, Assistant City Clerk

## EXHIBIT A

### Chapter 36 - Urban Camping

#### Article I – IN GENERAL

##### Sec. 36-1. – Definitions

The following words, terms and phrases when used in this Chapter shall have the meaning ascribed to them in this Section unless the context clearly indicates a different meaning:

*Bridge* means a structure, including the approaches thereto, erected in order to afford passage over any obstruction in any public road, or other right-of-way; or to afford passage under or over existing public roads, or other rights-of-way. As used in this section the definition of "Bridge" shall include public pedestrian bridges.

*Camping* means the use of any public area including but not limited to public park, street, sidewalk, right of way and/or any area on or underneath a bridge, within the city for living accommodations, such as sleeping activities, or making preparations to sleep, or storing personal belongings, or making a fire, or cooking or preparing meals, or similar activities, or using a tent or other structure for habitation for more than one hour at a time. Examples from the definition of "public" below are incorporated within this definition.

*Public* means an area to which the public or a substantial group of persons has access, including, but not limited to, streets, highways, roadways (including shoulders and medians), bridges, the area above and below any bridge, sidewalks, alleys, parking lots and decks, plazas, parks, public greenspace areas, playgrounds, schools, transportation facilities, within a public-transportation vehicle, an area owned in whole or in part by, operated by, for, or under the custody and control of the city or county, and other public property, including city-owned property and any other property where public gatherings occur on a regular basis, and any other property where public meetings are conducted.

*Public Park* means and includes municipal parks and trails, public playgrounds, public plazas & squares, attractions, and monuments.

*Public street* means and includes all public streets and highways, public sidewalks, public benches, public parking lots, and medians.

*Store or storing* means leaving one's personal effects unattended on public property, in any area underneath a bridge, and/or in a park, such as but not limited to clothing, bedrolls, cookware, sleeping bags, luggage, shopping carts, knapsacks, or backpacks unattended for more than one hour.

##### Sec. 36-2. – Prohibited Acts

(a) It shall be unlawful to camp or store personal property on or underneath any bridge.

(b) It shall be unlawful to camp, sleep, store personal property, or to sit or lie down on any public street or sidewalk or any public right-of-way.

(c) It shall be unlawful to camp, sleep, store personal property, or to sit or lie down on any public property or private property so as to interfere with the ingress or egress from buildings.

(d) It shall be unlawful to camp or to store personal property in any park or greenspace owned or maintained by the city.

(e) It shall be unlawful to reside or to store personal property at any park or public recreation facility within the city.

(f) Furthermore, it shall be unlawful to use any public place, including public recreation facilities, for camping, except in areas specifically allowing for such use or specifically authorized by permit.

#### Sec.36-3. – Warning and Punishment

(a) No person may be arrested for violating these regulations by simply sleeping, sitting or lying down in a prohibited location or for a prohibited period of time without having first received an oral or written warning.

(b) Violations shall be punished as provided under Section 1-7 of this Code.

#### Sec. 36-4. – Exceptions

(a) Persons sitting or lying down as a result of a medical emergency;

(b) Persons sitting in wheelchairs while using sidewalks;

(c) Persons sitting down while attending parades;

(d) Persons sitting down while patronizing outdoor cafes;

(e) Persons sitting down while attending performances, festivals, concerts, fireworks or other special events taking place in any park or on any street or sidewalk closed by permit for such purpose;

(f) Persons sitting on chairs or benches supplied by a public agency or abutting private property owner, provided such activity is not further accompanied by prohibited acts set forth in these regulations;

(g) Persons sitting on seats in bus zones occupied by people while waiting for the bus;

(h) Persons sitting or lying down while waiting in an orderly line outside a box office to purchase tickets to any sporting event, concert, performance, or other special event;

(i) Persons sitting or lying down in an orderly line awaiting entry to any building, including shelters, or awaiting social services, such as provisions of meals;

(j) Children sleeping anywhere while being accompanied by a supervising adult or while sitting or lying in a stroller or baby carriage.

(k) Any use authorized by the City of Dahlenega either by administrative permission or by permit or other type of permission by the City Council.

(l) Camping on private property where such camping is authorized by the owner of the property and is a permitted use of such property under the Code of Ordinances of the City of Dahlenega.

(m) City, state, county or federal officials acting in their official capacities performing activities as part of their official duties.

(n) City, state or county contractors or subcontractors where said activities are associated and performed in conjunction with the scope of work set forth in the applicable contract.



# Appeal Regarding Denial of Sign Permit Application

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**DATE:** 8/5/2024  
**TITLE:** Written Decision Regarding 7 Pie Appeal  
**PRESENTED BY:** Doug Parks  
**PRIORITY:** Strategic Priority - Communication

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## AGENDA ITEM DESCRIPTION

Written decision by the Council regarding an appeal by 7 Pie under the provisions of the sign regulations.

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## HISTORY/PAST ACTION

A sign application for 7 Pie was denied. An appeal from that denial was then filed. The Council held a hearing regarding the appeal in which it considered the evidence and arguments of the applicant. Pursuant to the Code the Council must now enter a decision in writing.

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## FINANCIAL IMPACT

None.

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## RECOMMENDATION

Approval of the written decision.

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## SUGGESTED MOTIONS

Motion to approve the written decision.

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## ATTACHMENTS

Proposed decision of the Council regarding the appeal of the sign permit for 7 Pie.

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**The City Council of Dahlonaga  
Decision in Pending Case**

In re: Appeal of Sign Permit Denial

Appellant: Grove St Property, LLC and Georgia 7 Pie, LLC, Matthew Garner  
applicant/agent

This matter having been heard by the City Council on July 22, 2024, the Council hereby enters its written decision. The decision is based upon the evidence and argument presented at the hearing together with the following:

- (1) The Appellant filed a sign permit application with the City requesting approval of a freestanding sign.
- (2) A denial was issued in part based upon failure to comply with the standards of Chapter 123 of the Code of Ordinances of the City of Dahlonaga, I.E., Section 123-7(1)a.1 requiring that freestanding signs be no greater in height than five feet.
- (3) Additionally the City's code requires that all freestanding signs be monument signs.
- (4) The entirety of the record before the Council.

Issue Presented:

The question before the Council is whether the Zoning Administrator/City Manager made an error in the decision to deny the sign permit.

Findings and Decision:

The sign presented by way of the application is a nonconforming freestanding pole type sign structure with a proposed new panel to be installed. The new panel reflects the Appellant's business identified as 7Pie. The Council finds that the sign requested fails to comply with the City's regulation for overall sign height for freestanding signs. The Council finds the requested height of the sign to be in excess of the maximum five feet limit set forth in the Code. Additionally, the sign by the City's regulations is required to be a monument sign instead of the pole sign type requested by the Appellant.

The Appellant is a new business, and as noted by the Appellant during the hearing, the pole sign structure existed on the premises at the time the property was acquired and had been there for many years. The use of the business now is as a restaurant. The existence of the sign after change in ownership of the business violates the removal requirements of the City’s code. Section 123-13 Removal of Signs requires in part that existing nonconforming signs:

“f. Shall be removed if there is a change in use of the premises on which the nonconforming sign is located.

g. Shall be removed within 60 days if there is a change in ownership of the business.”

The Council thus finds that the continued existence of the pole sign structure is a violation of the City’s code.

Therefore, after consideration of the entirety of the record, all evidence and the arguments, the Council finds that the applicant failed to meet its burden of proof to demonstrate that the decision by the Zoning Administrator/City Manager was in error. The appeal is thus denied.

It should be noted that the Code limits variances to no greater than a 25% increase in the height of a sign. The Council finds that the proposed sign exceeds the height cap available for any potential variance thereby precluding the pursuit of and the potential issuance of a variance by which the sign under review could be approved.

This \_\_\_ day of \_\_\_\_\_, 2024.

For the Council:

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Mayor, City of Dahlenega