



CITY OF DAHLONEGA

Council Meeting Agenda

July 10, 2023, 6:00 PM

Gary McCullough Chambers, Dahlonega City Hall

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

Vision - To be an open, honest, and responsive city, balancing preservation, and growth, and delivering quality services fairly and equitably by being good stewards of Dahlonega's resources.

CALL TO ORDER AND WELCOME

PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

APPROVAL OF AGENDA

PUBLIC COMMENT – PLEASE LIMIT TO THREE MINUTES

APPROVAL OF MINUTES:

- [a.](#) Meeting Minutes - Council Meeting June 5, 2023
Mary Csukas, City Clerk
- [b.](#) Meeting Minutes - Work Session June 20, 2023
Mary Csukas, City Clerk

APPOINTMENT, PROCLAMATION & RECOGNITION:

ANNOUNCEMENTS

CITY REPORTS:

- [1.](#) Financial Report - May 2023
Kimberly Stafford, Finance Director

ORDINANCES AND RESOLUTIONS:

CONTRACTS & AGREEMENTS:

- [2.](#) Project #2023-011 International Dump Truck ITB
Ron Simmons, Water Distribution/Sewer Collection Supervisor
- [3.](#) 2023 Amendment to Agreement for Tourism Development Services
Allison Martin, City Manager
- [4.](#) Georgia Indigent Defense Services Agreement
Doug Parks, City Attorney

OTHER ITEMS:

- [5.](#) 2023 Strategic Planning Retreat Update
Allison Martin, City Manager
- [6.](#) City Manager's Proposed Budget
Allison Martin, City Manager

COMMENTS – PLEASE LIMIT TO THREE MINUTES

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

ADJOURNMENT



CITY OF DAHLONEGA

Council Meeting Minutes

June 05, 2023, 6:00 PM

Gary McCullough Chambers, Dahlonega City Hall

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Vision - To be an open, honest, and responsive city, balancing preservation, and growth, and delivering quality services fairly and equitably by being good stewards of Dahlonega's resources.

CALL TO ORDER AND WELCOME

Mayor Taylor called the City Council Meeting to order at 6:00 P.M.

PRESENT

Mayor JoAnne Taylor
Councilmember Ron Larson
Councilmember Roman Gaddis
Councilmember Johnny Ariemma
Councilmember Ross Shirley
Councilmember Lance Bagley

ABSENT

Councilmember Ryan Reagin

PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Taylor asked Councilmember Larson to lead the Prayer.

Mayor Taylor asked Councilmember Gaddis to lead the Pledge of Allegiance.

APPROVAL OF AGENDA

Mayor Taylor called for a motion to approve the agenda.

Motion made by Councilmember Larson, Seconded by Councilmember Bagley.

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

PUBLIC COMMENT – PLEASE LIMIT TO THREE MINUTES

Mr. Todd Garrick asked if the open container ordinance could be updated.

Mr. Jim Guy thanked the Mayor and the City Council for all their efforts and hard work. He expressed concerns about the leap in property taxes and how he thinks people are not paying their fair share. He shared his opinions on how local government is essential.

Mrs. Kathy Glendon argued her statement on tax issues. She states that she supports education in her community and voluntarily pays school taxes.

Mrs. Susan Garrick asked for the open container ordinance to be updated. She then read a letter from Angela Wilson, owner of Dahlonega Tasting Room, stating that the open container ordinance should be updated.

Mrs. Sabrina Walker asked if the open container ordinance could be updated.

Mrs. Deb Rowe supports the open-container alcohol ordinance being updated.

Mrs. Kim suggested ideas for doing a trial run of the open container ordinance. She supports the idea of updating the open container ordinance.

Mr. Mike Feagin suggests putting the open container ordinance on a ballot. He voices his opinion on his concerns about the contractors listed on the agenda. He suggests putting a railing on the new sidewalk for safety along North Grove Street.

Mr. Jim Gribben states that he supports business owners regarding the open container ordinance. He suggests multiple ideas to the council about zoning, traffic, city/county relationships, and going to outside investors and contractors to improve Dahlonega.

Mrs. Marsha Bennett suggests there should be “common sense alcohol laws” when updating the open container ordinance.

Mrs. Penny Sharpe asked for the open container ordinance to be updated and the liquor license to be reviewed.

Mr. Tom Gordineer suggested alternatives to the leak protection program policy. He indicates that restaurants should put bars outside on the third Thursday of the month if updating the open container ordinance.

APPROVAL OF MINUTES:

Mayor Taylor called for a motion to approve Emergency Special Called Meeting Minutes Executive Session Litigation - March 28, 2023, City Council Special Called Meeting Minutes - March 29, 2023, Council Meeting Minutes - May 1, 2023, City Council Public Hearing Minutes - May 15, 2023, Clerk City Council Work Session Minutes - May 15, 2023

Motion made by Councilmember Gaddis, Seconded by Councilmember Ariemma.

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

- a. Emergency Special Called Meeting Minutes, Executive Session Litigation - March 28, 2023
Mary Csukas, City Clerk
- b. City Council Special Called Meeting Minutes - March 29, 2023
Mary Csukas, City Clerk
- c. Council Meeting Minutes - May 1, 2023
Mary Csukas, City Clerk
- d. City Council Public Hearing Minutes - May 15, 2023
Mary Csukas, City Clerk
- e. City Council Work Session Minutes - May 15, 2023
Mary Csukas, City Clerk

APPOINTMENT, PROCLAMATION & RECOGNITION:

1. Quataunda Armstrong – Swearing-in Ceremony as Voting Member of the Cemetery Committee, Chris Worick – Chairman Cemetery Committee

Mr. Worick swore in Quataunda Armstrong as a voting member of the cemetery committee.

2. Proclamation - City Clerk Week May 1-7, 2023

Mayor Taylor called for a motion to approve the Proclamation for City Clerk Week May 1-7, 2023.

Motion made by Councilmember Larson, Seconded by Councilmember Gaddis.

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

3. Proclamation - American Legion Auxiliary National Poppy Day

Mayor Taylor called for a motion to approve the Proclamation for the American Legion Auxiliary National Poppy Day.

Motion made by Councilmember Larson, Seconded by Councilmember Shirley.

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

4. Holly Theatre Presentation to the City, Ivana Pelnar-Zaiko, Chairman Emerita, Holly Theatre Community Center, Inc.

Ivana Pelnar-Zaiko informed the public of The Holly Theatre's 75th anniversary on July 9, 2023.

Chairman Emerita thanked City Hall employees for their hard work in the city. He recognized the public works department and gave those employees two tickets for their upcoming plays.

ANNOUNCEMENTS

Mayor Taylor stated that Dahlonega is the #1 Historic City in Georgia and mentioned that Dahlonega is one of the best and coolest small towns in the United States. Mayor Taylor notes that the information is from TravelCurator.com and Southern Living Magazine. Mayor Taylor thanks the City Council, Historical Preservation, Tourism Director, Tourism Board, Historic Preservation Commission, and Volunteers for making these accolades in Dahlonega, GA.

CITY REPORTS:

5. Financial Report - April 2023, Allison Martin, City Manager

City Manager Martin reviewed the April 2023 Financial Report.

- Sales Tax remained strong despite a slight decline in April.
- Permit Revenue is year-to-date greater than last year. Department Expenditure is in line with budget expectations.
- Downtown Developmental Authority's operational results are exceedingly slight.
- The Hotel/Motel Tax fund failed this month to trend by 2.41% less than FY22 but is still trending higher than previous pandemic numbers.
- Water and Sewer Funds are trending with budget projections.
- Department Expenses are in line with the budget.
- The Solid Waste Fund and the Stormwater Enterprise Fund are stable.
- Our most significant capital project is underway.

A discussion was had between councilmember Ariemma and City Manager Martin about the decline in numbers for April. City Manager Martin states that numbers should increase in the upcoming months.

Mayor Taylor called for a motion to approve the April 2023 Financial Report.

Motion made by Councilmember Gaddis, Seconded by Councilmember Larson.

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

ORDINANCES AND RESOLUTIONS:

6. Ordinance 2023-01: Zoning Map Amendment - James and Joann Gribben on behalf of Applegate Cottages, LLC (Parcel No. D07-065), Doug Parks, City Attorney

City Attorney Parks informed the council that a prior application had been submitted to rezone Parcel No. D07-065, from R1 to R2. At the most recent meeting, the council was

asked to continue deliberating on the ordinance in favor of requesting a report from the City's outside zoning consultant. The conclusion was that R2 zoning should be approved with the stipulation that any changes to the land or structure must adhere to regular City standards and laws. He requests that the council accept Ordinance 2023-01 with that additional requirement.

Mayor Taylor called for a motion to approve Ordinance 2023-01.

Motion made by Councilmember Shirley, Seconded by Councilmember Larson.

Mayor Taylor called for any further questions about the matter.

A discussion was had between City Attorney Parks and City Councilmembers about the concerns and rules of the ordinance and about Parcel No. D07-065.

Councilmember Shirley withdrew the motion, Seconded by Councilmember Larson.

Mayor Taylor motioned to continue this topic at the next meeting.

Motion made by Councilmember Gaddis, Seconded by Councilmember Ariemma.

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

7. Ordinance 2023-05: Zoning Changes Pursuant to HB 1405, Doug Parks, City Attorney

The City Attorney Parks says this is something the City Council has seen several times before at other meetings. The changes are regarding the mandatory zoning changes outlined in HB 1405. The changes include

- (1) Annexation procedures;
- (2) language to be included in a Public Hearing Notice;
- (3) appeal shall be brought within 30 days of the written decision of the appeal;
- (4) designation of officer for the perfection of service. Not required by HB 1405, but added is a requirement for a pre-application meeting prior to filing a request for a zoning decision.

Mayor Taylor called for a motion to approve Ordinance 2023-05: Zoning Changes Pursuant to HB 1405

Motion made by Councilmember Bagley, Seconded by Councilmember Larson.

Mayor Taylor called for further discussion.

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

CONTRACTS & AGREEMENTS:

8. Project # 2023-009 North Grove Sidewalk Construction, Vince Hunsinger, Capital Project Manager

Capital Project Manager Hunsinger spoke about Project 2023-009. It is a sidewalk from the stoplight at Pueblos Restaurant to Subway along N. Grove Street. He has deemed this to be a TSPLOST project.

Mayor Taylor mentioned the public comment about the railing on this sidewalk.

Mayor Taylor called for a motion to approve the transfer of adequate funds, thereby amending the North Grove sidewalk budget to \$275,000 and awarding the project to Hasbun Construction.

Councilmember Larson and Bagley questioned the budget funds for this project.

Motion made by Councilmember Gaddis, Seconded by Councilmember Larson.

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

9. Servline Leak Protection Program, Allison Martin, City Manager

City Manager Martin declares Servline Leak Protection Program is a program that the City of Dahlongega has been looking at for several months. As a courtesy, the city partially adjusts the bill for both water and sewer when a request for a leak adjustment is submitted. The adjustment amount varies per account, but this results in not only lost revenue for the city but leaves the customer with dissatisfaction and, in some cases, a payment plan to cover their portion of the leak.

Mayor Taylor called for a motion to approve the agreement with ServLine and offer the \$500 limit for water and sewer for residential customers.

Motion made by Councilmember Ariemma, Seconded by Councilmember Larson.

Mayor Taylor called for further discussion.

A discussion was had between City Manager Martin and Councilmembers Shirley, Councilmember Ariemma, and Councilmember Gaddis about the terms, agreements, and price of the program.

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

10. CPL Consulting Proposal

Allison Martin, City Manager

City Manager Martin states that the CPL Proposal is due to a planning and zoning administrator vacancy. As part of reviewing the delivery of Community Development Services, staff researched several options related to providing these services to our citizens and those that wish to invest in our community. Using a professional firm with staff trained in planning benefits communities. They will have the skill sets to help us with the ordinances in-house, saving some money.

Mayor Taylor called for a motion to retain CPL for consultant services as outlined in the attached proposal.

Motion made by Councilmember Larson, Seconded by Councilmember Bagley.

Mayor Taylor called for further discussion.

Councilmember Larson tells the audience that this came before the Work Session a couple of weeks ago and has had a lot of dialogue and discussion.

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

11. Charles Abbott and Associates – Agreement for Services

Allison Martin, City Manager

City Manager Martin states that Charles Abbott and Associates is requested as a contract for renewal. They currently inspect the commercial projects in our community. This service will allow the city to increase code enforcement staff, take a shared administration position, and dedicate it entirely to police operations.

Mayor Taylor called for a motion to approve Charles Abbott and Associates - Agreement for Services.

Motion made by Councilmember Larson, Seconded by Councilmember Gaddis.

Mayor Taylor called for further discussion.

Councilmember Bagley mentioned how this could benefit this small community and asked when the termination would be on this service.

Councilmember Shirley says he was looking at the two options for adopting this service, and he asked what the impact is. He also voiced his concerns about how significant a considerable increase was.

Councilmember Ariemma says that we have had a hard time finding the right people, and he says that he would prefer to do things internally. He says he agrees with Council member Shirly and wanted to know if other cities around us have the same numbers and wanted to know the last time it changed. He also asked what the city would be losing by hiring them.

Councilmember Larson reminded everyone that the contractors that do business with the city say it is difficult to do business with the city. He complimented City Manager Martin for being creative and trying to find a good person for this.

Councilmember Gaddis suggested reviewing more options within the next six months.

Voting Yea: Councilmember Larson, Councilmember Gaddis, Councilmember Ariemma, Councilmember Bagley

Voting Nay: Councilmember Shirley

OTHER ITEMS:

12. Leak Protection Program Policy

Allison Martin, City Manager

City Manager Martin states there is an update as part of the transition to the ServLine Leak Program. The City is recommended to adopt a policy that mirrors the plan chosen for our customers. It changes the current policy from a 3-month average to a 2-month average. Not updating the existing policy could cause conflict with the new program and cause the City to continue to write off revenue for specific classes or leaks. It will only become effective after the 90-day rollout.

Mayor Taylor called for a motion to adopt the Leak Protection Program Policy as submitted.

Motion made by Councilmember Gaddis, Seconded by Councilmember Larson.

Mayor Taylor called for further discussion.

Councilmember Ariemma questioned the probability of getting a leak in the City of Dahlonge.

Mayor Taylor asked if the Leak Protection Program Policy can opt-in for more coverage.

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

13. Fee Schedule Update – 2023

Allison Martin, City Manager

The fee schedule for the City of Dahlonge was updated as needed by the Council to account for operational costs or mandates increases. The fee schedule has not been updated in at least two years, and since the agreement by Charles Abbot and Associates is accepted, these fees need to be incorporated into our fee schedule.

Mayor Taylor called for a motion to update the fee schedule as presented.

Motion made by Councilmember Larson, Seconded by Councilmember Ariemma.

Mayor Taylor called for further discussion.

Councilmember Ariemma made a statement about raising the fee schedule.

Councilmember Gaddis said that the last time these were changed was in 2009 and asked what determined the low end versus the higher end.

Mayor Taylor told the audience it would come from the taxpayers if we did not raise the Fee Schedule. She says everything is designed not to have taxpayers pay for things we must do.

Councilmember Bagley asked if Charles Abbot recommended the Fee Schedule or if they were internal.

Voting Yea: Councilmember Larson, Councilmember Gaddis, Councilmember Ariemma, Councilmember Bagley

Voting Nay: Councilmember Shirley

COMMENTS – PLEASE LIMIT TO THREE MINUTES

City Clerk Comments- Ms. Csukas had no comment.

City Manager Martin had no comment.

City Attorney Parks had no comment.

Councilmember Shirley thanked all who showed up to the City Council Meeting. He states that the Dahlonega Arts and Wine Festival was terrific. He discussed his opinion on the open container ordinance.

Councilmember Ariemma recognized Joel Curdle and John Gaston for attending the City Council Meeting.

Councilmember Gaddis states that the city does not do property evaluations, which is the county's function. He is happy to see the Holly Theatre is running again. He voiced his open-container ordinance concerns.

Councilmember Larson thanked all citizens who showed up to the City Council Meeting. He discussed his concerns about the Open Container Ordinance.

Councilmember Bagley congratulated the University of North Georgia Lady Nighthawks' Softball Team for winning the National Championship. He voices his reasons why citizens enjoy living in Dahlonega without open containers. He appreciates comments from the public.

Mayor Taylor thanked all citizens who came to the City Council Meeting and gave feedback on the Open Container Ordinance.

ADJOURNMENT

Mayor Taylor called for a motion to adjourn the City Council Meeting at 7:53 P.M.

Motion made by Councilmember Larson, Seconded by Councilmember Gaddis.

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

Approved this _____ day of _____, 2023.

_____ JoAnne, Taylor, Mayor

Attest: _____ Mary Csukas, City Clerk



CITY OF DAHLONEGA

Council Work Session Minutes

June 20, 2023, 4:00 PM

Gary McCullough Council Chambers, Dahlonega City Hall

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OPEN MEETING

Mayor Taylor opened the City Council Work Session at 4:05 p.m.

PRESENT

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

APPROVAL OF AGENDA

Mayor Taylor called for a motion to amend the agenda to include public comments.

Motion made by Councilmember Reagin, Seconded by Councilmember Bagley.

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

BOARD & COMMITTEES

1. Cemetery Committee—May 2023
Chris Worick, Chair, Dahlonega Cemetery Committee
2. Dahlonega Downtown Development Authority/Main Street – May 2023
Ariel Alexander, Downtown Development Director

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

PRESENTATION

Mayor Taylor declared that the City of Dahlonega will again be known as a City of Ethics. The city will be acknowledged as a member of the Ethics program at the awards luncheon during this week's Georgia Municipal Association Convention. She thanked the previous council members for their assistance in upholding a strict code of ethics. She congratulates everyone for signing up and earning recognition for the city.

Karolyn Jarrard said she does not support an open container ordinance.

Tom Gordineer commented about how beautiful Father's Day was in the square. He acknowledged the work done by the public works to make this happen. He thanked the council members for their continued work as members of the Dahlonega Council.

CONTRACTS & AGREEMENTS

3. Project #2023-011 International Dump Truck ITB Ron Simmons, Water Distribution/Sewer Collection Supervisor

City Engineer Buchanan states this is a replacement dump truck purchased for the Distribution/Collection Department that replaces a vehicle that has since been put out of service.

Councilmember Ariemma inquired into a dump truck purchased ten years ago and what a dump truck's life is. City Engineer Buchanan stated that 25 years is general for a dump truck.

Councilmember Shirley asks if the Lease Program covers the bigger trucks. These trucks are not part of the program at this time.

Councilmember Bagley stated that he was happy this purchase was below budget.

4. 2023 Amendment to Agreement for Tourism Development Services

City Manager Martin informed the Council of the Tourism Development Services Agreement modification. The tourism board received notice from the IRS that they must have memberships, even if it is non-paid. Further investigation revealed that none of the 2022 application packets for these kinds of entities had the same specifications. They are contacting members to inform them they would no longer be considered paying members. They had anticipated a resolution by the end of June, but it has now become necessary to extend the deadline until then.

5. Georgia Indigent Defense Services Agreement

City Attorney Parks inform Council that we regularly address this routine annual item. This Indigent Defense Services Agreement has been very successful. He says this is a cost-efficient way to manage your indigent defense. This document is a renewal of the same terms as the previous one, and he recommends that the council adopt it at the next meeting.

Councilmember Ariemma asked if the city had a public defender, which was answered affirmingly.

OTHER ITEMS:

6. East Main Street Repair Update, Allison Martin, City Manager

City Manager Martin states that due to a water leak earlier this year, compaction was lost around the stormwater infrastructure, which caused the degradation of the road and issues with the other utilities in the area from Park Street to North Grove. The necessary engineering plans have been secured, and pricing has been obtained for this project.

Mayor Taylor states that this is a much-needed process. She asks if City Manager Martin knows the approximate age of the infrastructure. City Manager Martin believes it is around 100 years old.

Councilmember Gaddis asked where the repair will start and if we can look at putting bollards in for safety reasons. He also questioned the effect on bus and school traffic.

Mayor Taylor requested more information by the next meeting.

Councilmember Bagley states that UNG has bollards on campus. He asked when the timeline would be and how we would communicate this project to the public.

Councilmember Ariemma questioned if we solved the problem with the cleaners.

City Manager Martin stated that the work will begin in July and run for three to four months. All county entities have been informed of the upcoming road closures affecting bus routes and regular daily traffic.

7. 147 N Park Street Conceptual Design for Discussion Purposes Only

City Manager Martin and the DDA started discussing potential uses for this property following the withdrawal of the initial proposal. City Manager Martin informed Council that Hancock Park is under much strain due to the high volume of visitors. She contacted an architect who created plans where topics like a farmers' market, outdoor courts, recreation, and pump tracks were discussed. They inspected the property, where she briefed him on the conversation's points. City Manager Martin informed Council that certain grants are available for outdoor courts and farmer's markets; should the council want to investigate this idea which leaves nothing permanent. She says that this may be accomplished using a mix of internal resources and grant money. City Manager Martin continues by discussing how this would benefit the community. The most recent offer came closest to the requested sum in the previous two years. The other parties interested in developing it want to provide a significantly lower purchase price and economic incentives.

Mayor Taylor voices her support for this project.

Councilmember Bagley loves the idea. He suggests looking at more parking in the design. He asks what a pump track is and if there could be community feedback.

Councilmember Ariemma agrees with Councilmember Bagley and Mayor Taylor. He likes the idea but suggests a dog park and a playground.

Councilmember Gaddis shares that the people that live in that area love this concept. He likes the idea, especially the courts, which are essential to a community. He believes this won't create traffic and will increase the property value. Since the Council prefers control over the property, this concept is a way to keep the area community-friendly.

Councilmember Shirley disagrees with the location and suggests the DDA look into some different properties for this concept.

Councilmember Reagin inquires into the cost of this plan. City Manager Martin believes it would be around \$200,000 paid with various resources.

COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments - Ms. Csukas stated that the Council, Mayor, and Staff will attend the Savannah GMA Conference for training and social networking.

City Manager Martin recognized all who had served.

Councilmember Roman Gaddis – no comment.

Councilmember Johnny Ariemma is looking forward to the GMA Conference.

Councilmember Ryan Reagin – no comment.

Councilmember Ross Shirley – no comment.

Councilmember Lance Bagley - no comment.

City Attorney Parks had no comments.

Mayor Taylor had no comment.

ADJOURNMENT

Mayor Taylor called for a motion to adjourn the City Council Work Session at 4:51

Motion made by Councilmember Bagley, Seconded by Councilmember Shirley.

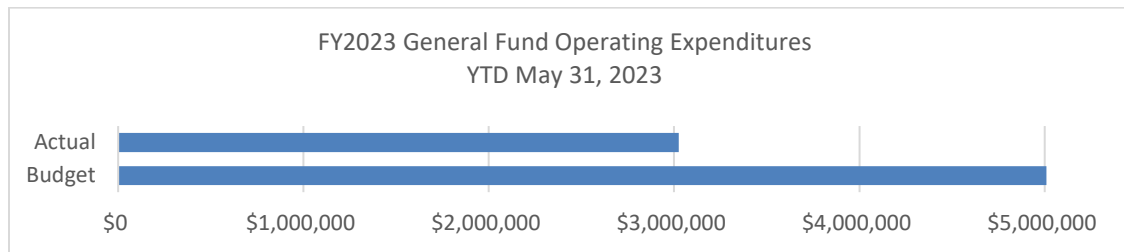
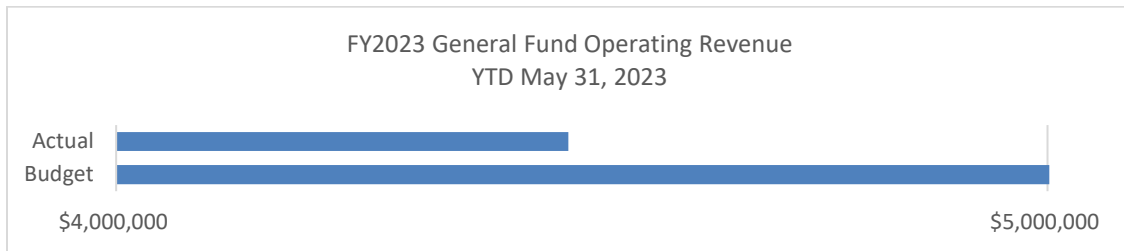
Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley



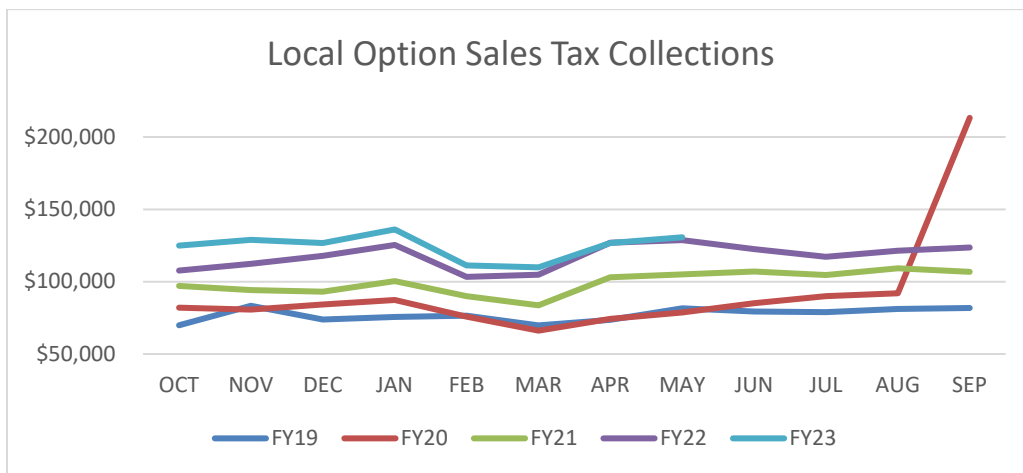
CITY OF DAHLONEGA MONTHLY FINANCIAL REPORTS

For the Eight Months Ended May 31, 2023

GENERAL FUND



- The annual property tax bills were levied and mailed by the Tax Commissioner on October 1st with a December 1st due date. To date, 100% of the 2022 taxes budgeted have been collected.
- Sales tax collections remain strong, reflecting collections 7.36% greater than FY22. The change in the State law related to internet sales taxation has continued to positively impact our collections.



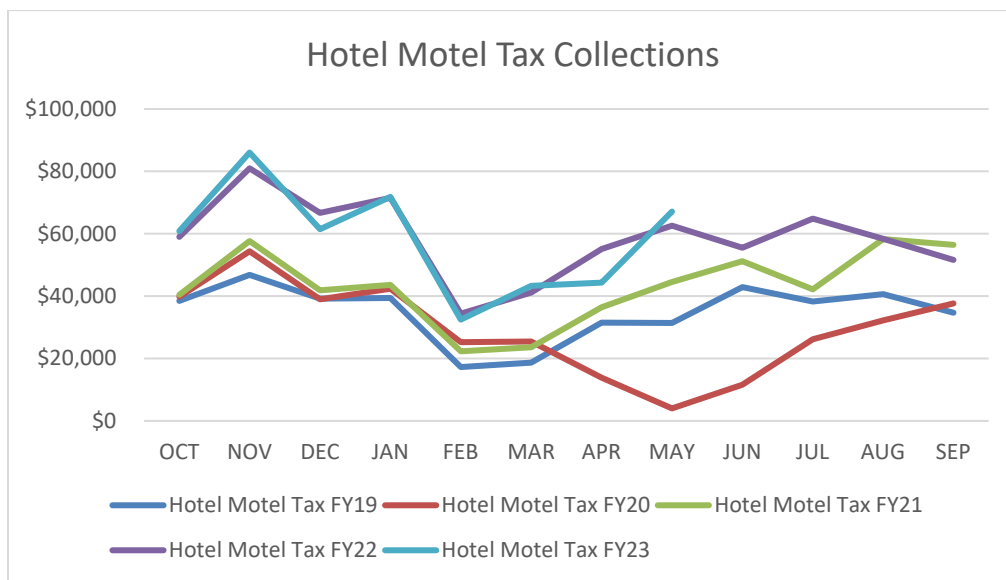
- The annual revenue for Insurance Premium Tax is \$545,246.95 this fiscal year, which is 24% greater than last fiscal year. This amount is based on a population formula.
- Alcoholic Beverage Tax and License revenue collected year-to-date is greater than the prior year.
- Permit revenue collected year-to-date is greater than last year's collections.
- Department expenditures are in line with budget expectations.

DOWNTOWN DEVELOPMENT AUTHORITY

- Operational results are on track with the budget. As the budget was programmed to use fund balance, there is no concern with the lag in revenues for this fund.

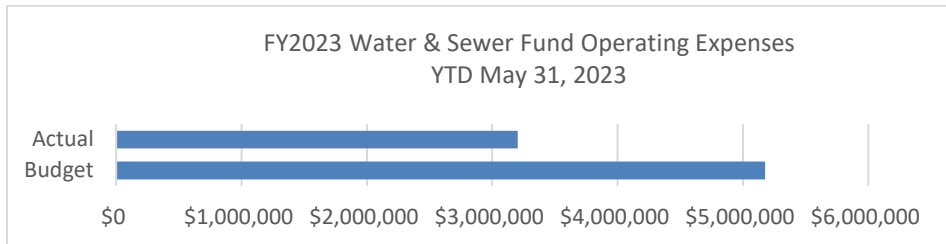
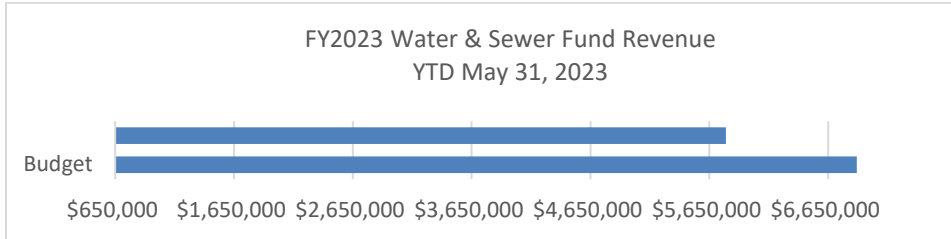
HOTEL/MOTEL TAX FUND

- 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. FY23 fell this month to a trend of 0.88% less than FY22 but is still 77.82% higher than pre-pandemic collections. 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.



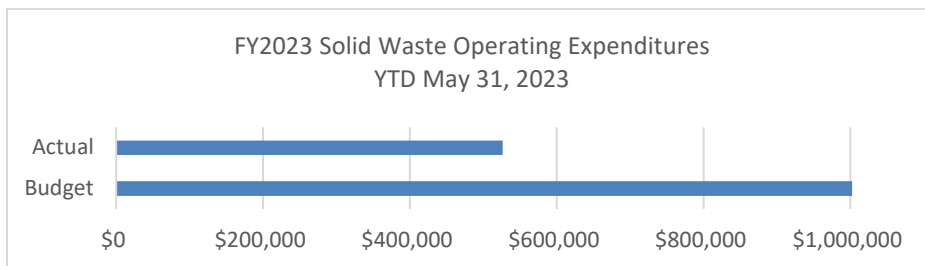
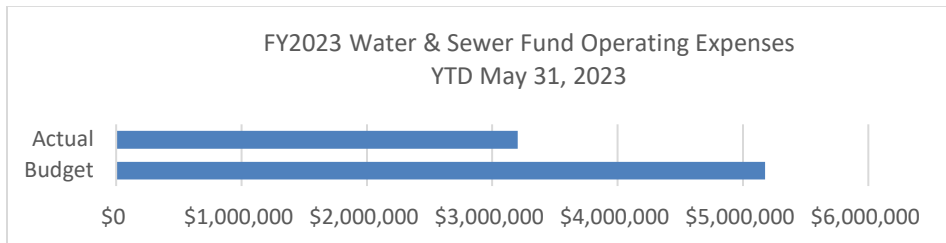
WATER AND SEWER FUND

- Water and sewer sales are trending along with budget projections. Revenue from water sales and sewer charges is 7.02% more than last year and 8.10% greater than pre-pandemic numbers.
- All department expenses are in line with the budget.



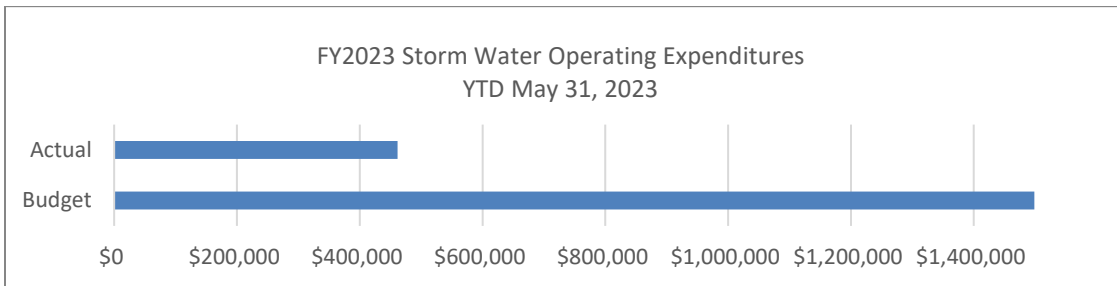
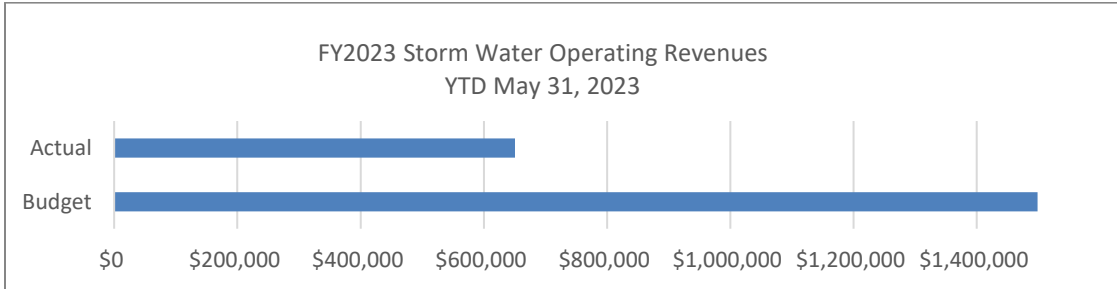
SOLID WASTE FUND

- Refuse Collection Charges are Revenues are 1.7% greater than the prior year.
- Expenses meet budget expectations.



STORMWATER ENTERPRISE FUND

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



(Prepared for Council and Management by Allison Martin & Kimberly Stafford 7/3/2023)

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	YTD BALANCE 05/31/2023 NORMAL (ABNORMAL)	% BDGT USED
Fund 100 - GENERAL FUND				
	GENERAL PROPERTY TAXES	1,784,753.00	1,722,884.19	96.53
	GENERAL SALES AND USE TAXES	1,106,535.00	870,178.01	78.64
	SELECTIVE SALES AND USES TAXES	225,600.00	143,570.20	63.64
	ALCOHOLIC BEVERAGES LICENSES	138,900.00	137,730.00	99.16
	BUSINESS TAXES	581,801.00	696,237.49	119.67
	PENALTIES AND INTEREST	1,600.00	1,180.44	73.78
	PERMITS AND FEES	73,000.00	73,035.35	100.05
	INTERGOVERNMENTAL REVENUE	21,646.00	28,030.88	129.50
	CHARGES FOR SERVICES	729,483.00	494,452.42	67.78
	FINES AND FORFEITURES	241,600.00	130,579.69	54.05
	INVESTMENT INCOME	26,793.00	77,134.81	287.89
	MISCELLANEOUS REVENUE	22,000.00	12,919.11	58.72
	OTHER FINANCIAL SOURCES	55,000.00	12,465.00	22.66
	OTHER CHARGES FOR SERVICES	15,500.00	16,389.21	105.74
	TRANSFERS IN FROM OTHER FUNDS	102,850.00	68,633.36	66.73
	TOTAL REVENUES	5,127,061.00	4,485,420.16	87.49
	LEGISLATIVE	252,533.00	159,015.44	62.97
	EXECUTIVE	263,848.00	131,807.97	49.69
	ELECTIONS	22,335.00	242.25	1.08
	GENERAL ADMINISTRATION	1,059,920.00	728,404.91	68.72
	MUNICIPAL COURT	299,805.00	155,855.93	51.99
	CITY MARSHAL	561,071.00	361,113.88	64.25
	PUBLIC WORKS ADMINISTRATION	198,130.00	111,996.05	56.53
	STREETS	1,237,816.00	717,806.62	57.74
	MAINTENANCE AND SHOP	114,099.00	71,556.07	62.71
	CEMETERY	64,173.00	11,236.83	16.46
	PARKS	44,700.00	29,028.73	61.50
	COMMUNITY DEVELOPMENT	447,372.00	206,760.71	46.22
	NON-DEPARTMENTAL	50,000.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	511,259.00	340,839.36	66.67
	TOTAL EXPENDITURES	5,127,061.00	3,025,664.75	58.85
Fund 100 - GENERAL FUND:				
	TOTAL REVENUES	5,127,061.00	4,485,420.16	87.49
	TOTAL EXPENDITURES	5,127,061.00	3,025,664.75	58.85
	NET OF REVENUES & EXPENDITURES	0.00	1,459,755.41	10,238.55

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	YTD BALANCE 05/31/2023 NORMAL (ABNORMAL)	% BDGT USED
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY				
	CHARGES FOR SERVICES	1,100.00	198.70	18.06
	INVESTMENT INCOME	400.00	6,508.85	1,627.21
	CONTRIBUTIONS AND DONATIONS	100.00	1,300.00	1,300.00
	MISCELLANEOUS REVENUE	200.00	3,075.00	1,537.50
	TRANSFERS IN FROM OTHER FUNDS	232,450.00	154,966.64	66.67
	APPROPRIATED FUND BALANCE	71,969.00	0.00	0.00
	TOTAL REVENUES	306,219.00	166,049.19	54.23
	DDA ADMINISTRATION	145,092.00	101,738.87	60.02
	TOURISM	103,284.00	36,456.99	35.30
	DOWNTOWN DEVELOPMENT	57,843.00	49,390.65	85.39
	TOTAL EXPENDITURES	306,219.00	187,586.51	56.74
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY:				
	TOTAL REVENUES	306,219.00	166,049.19	54.23
	TOTAL EXPENDITURES	306,219.00	187,586.51	56.74
	NET OF REVENUES & EXPENDITURES	0.00	(21,537.32)	88.23

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	YTD BALANCE 05/31/2023 NORMAL (ABNORMAL)	% BDGT USED
Fund 275 - HOTEL/MOTEL TAX FUND				
	HOTEL/MOTEL TAXES	680,000.00	406,631.42	59.80
	INVESTMENT INCOME	100.00	3,084.74	3,084.74
	TOTAL REVENUES	680,100.00	409,716.16	60.24
	PURCHASES/CONTRACTED SERVICES	288,575.00	185,659.68	64.34
	TRANSFERS OUT TO OTHER FUNDS	391,525.00	261,016.64	66.67
	TOTAL EXPENDITURES	680,100.00	446,676.32	65.68
Fund 275 - HOTEL/MOTEL TAX FUND:				
	TOTAL REVENUES	680,100.00	409,716.16	60.24
	TOTAL EXPENDITURES	680,100.00	446,676.32	65.68
	NET OF REVENUES & EXPENDITURES	0.00	(36,960.16)	100.00

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	YTD BALANCE 05/31/2023 NORMAL (ABNORMAL)	% BDGT USED
Fund 505 - WATER AND SEWER ENTERPRISE FUND				
	INTERGOVERNMENTAL REVENUE	0.00	1,548.57	100.00
	INVESTMENT INCOME	6,600.00	165,415.25	2,506.29
	MISCELLANEOUS REVENUE	3,000.00	4,281.94	142.73
	OTHER FINANCIAL SOURCES	0.00	29,166.00	100.00
	WATER CHARGES	2,941,401.00	2,149,705.92	73.08
	TAP FEES - WATER	175,000.00	684,388.00	391.08
	SEWER CHARGES	2,167,558.00	1,593,943.74	73.54
	TAP FEES - SEWER	175,000.00	770,025.00	440.01
	OTHER CHARGES FOR SERVICES	70,800.00	57,098.20	80.65
	TRANSFERS IN FROM OTHER FUNDS	1,351,502.00	333,333.36	24.66
	TOTAL REVENUES	6,890,861.00	5,788,905.98	84.01
	SEWER LIFT STATIONS	262,198.00	117,025.67	43.75
	SEWER TREATMENT PLANT	784,715.00	501,893.14	62.43
	DISTRIBUTION AND COLLECTION	1,149,766.00	687,479.57	57.42
	WATER SUPPLY	362,296.00	113,886.75	31.43
	WATER TREATMENT PLANT	2,320,616.00	1,123,642.15	47.61
	CAPITAL OUTLAYS	1,825,530.00	575,469.16	28.67
	INTERFUND CHARGES	125,740.00	83,826.64	66.67
	OTHER COSTS	60,000.00	94.01	0.16
	TOTAL EXPENDITURES	6,890,861.00	3,203,317.09	44.59
Fund 505 - WATER AND SEWER ENTERPRISE FUND:				
	TOTAL REVENUES	6,890,861.00	5,788,905.98	84.01
	TOTAL EXPENDITURES	6,890,861.00	3,203,317.09	44.59
	NET OF REVENUES & EXPENDITURES	0.00	2,585,588.89	882.82

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	YTD BALANCE 05/31/2023 NORMAL (ABNORMAL)	% BDGT USED
Fund 540 - SOLID WASTE ENTERPRISE FUND				
	CHARGES FOR SERVICES	300.00	225.00	75.00
	INVESTMENT INCOME	750.00	9,730.97	1,297.46
	OTHER CHARGES FOR SERVICES	8,000.00	4,863.20	60.79
	REFUSE COLLECTION CHARGES	1,003,716.00	711,095.16	70.85
	APPROPRIATED NET ASSETS	1,935.00	0.00	0.00
TOTAL REVENUES		1,014,701.00	725,914.33	71.54
PERSONAL SERVICES AND EMPLOYEE BENEFITS				
	PURCHASES/CONTRACTED SERVICES	500,845.00	276,726.03	55.25
	SUPPLIES	222,700.00	157,380.19	70.67
	CAPITAL OUTLAYS	120,700.00	39,232.41	30.85
	INTERFUND CHARGES	33,600.00	10,655.00	31.71
	OTHER COSTS	62,870.00	41,913.36	66.67
	DEBT SERVICE	40,000.00	24.54	0.06
		33,986.00	747.62	2.20
TOTAL EXPENDITURES		1,014,701.00	526,679.15	51.58
Fund 540 - SOLID WASTE ENTERPRISE FUND:				
TOTAL REVENUES		1,014,701.00	725,914.33	71.54
TOTAL EXPENDITURES		1,014,701.00	526,679.15	51.58
NET OF REVENUES & EXPENDITURES		0.00	199,235.18	3,084.66

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	YTD BALANCE 05/31/2023 NORMAL (ABNORMAL)	% BDGT USED
Fund 560 - STORMWATER ENTERPRISE FUND				
	INVESTMENT INCOME	500.00	5,993.84	1,198.77
	OTHER CHARGES FOR SERVICES	1,000.00	936.47	93.65
	TRANSFERS IN FROM OTHER FUNDS	1,122,279.00	407,506.00	36.31
	STORMWATER UTILITY CHARGES	375,000.00	236,080.02	62.95
	TOTAL REVENUES	1,498,779.00	650,516.33	43.40
	PERSONAL SERVICES AND EMPLOYEE BENEFITS	80,481.00	44,257.50	54.99
	PURCHASES/CONTRACTED SERVICES	81,710.00	770.00	0.94
	SUPPLIES	31,231.00	52.50	0.17
	CAPITAL OUTLAYS	811,494.00	87,014.28	8.51
	INTERFUND CHARGES	493,863.00	329,242.00	66.67
	TOTAL EXPENDITURES	1,498,779.00	461,336.28	26.98
Fund 560 - STORMWATER ENTERPRISE FUND:				
	TOTAL REVENUES	1,498,779.00	650,516.33	43.40
	TOTAL EXPENDITURES	1,498,779.00	461,336.28	26.98
	NET OF REVENUES & EXPENDITURES	0.00	189,180.05	89.58
	TOTAL REVENUES - ALL FUNDS	15,517,721.00	12,226,522.15	78.79
	TOTAL EXPENDITURES - ALL FUNDS	15,517,721.00	7,851,260.10	48.87
	NET OF REVENUES & EXPENDITURES	0.00	4,375,262.05	796.69



City Council Agenda Memo

DATE: June 9, 2023
TITLE: Project #2023-011 International Dump Truck ITB
PRESENTED BY: Ron Simmons, Water Distribution/Sewer Collection Supervisor

AGENDA ITEM DESCRIPTION:

This is for the purchase of a dump truck for the Distribution/Collection Department that replaces a vehicle that has since been put out of service.

HISTORY/PAST ACTION:

This replacement vehicle was previously budgeted at \$175,000 in 2023.

FINANCIAL IMPACT:

Two bids were received that met specifications ranging from \$128,698 to \$155,528.02. The low bidder was Rush Truck Centers of GA.

RECOMMENDATION:

Staff recommends award of this purchase to the low bidder at the amount shown.

SUGGESTED MOTIONS:

"...motion to approve purchase of the 2025 MV607 dump truck as described in the bid items of May 11, 2023 for Project 2023-011 from Rush Truck Centers of GA in the amount of \$128,698."

ATTACHMENTS:

Bid tab from May 17, 2023 bid opening.

CITY OF DAHLONEGA
 BID OPENING
 MAY 17TH, 2023, 2:30 PM

INTERNATIONAL DUMP TRUCK #2023-011

VENDOR	A	B	C	D	E	F	W-9	PRICE
Rush Truck Center	✓	✓	✓	✓	✓	✓	✓	\$1206,113.00
WESTEMACK	✓	✓	✓	✓	✓	✓	✓	\$155,528.02

AUT. OPTIONS
 → \$120,698.00

Opened By: Brittany Lee
 Attendees: Ran Simmons
John Mark Buchanan



City Council Agenda Memo

DATE: June 12, 2023
TITLE: 2023 Amendment to Agreement for Tourism Development Services
PRESENTED BY: Allison Martin, City Manager

AGENDA ITEM DESCRIPTION:

This is an amendment to the Tourism Development Services Agreement.

HISTORY/PAST ACTION:

The Tourism Committee will not receive their IRS determination letter prior to the expiration of the agreement approved last year so it is necessary to do an amendment to extend the agreement until such time the letter is received.

FINANCIAL IMPACT:

This amendment does not change the funding amount.

RECOMMENDATION:

Approval of the amendment as provided.

SUGGESTED MOTIONS:

I make a motion to approve the amendment to the 2023 Agreement for Tourism Development Services.

ATTACHMENTS:

2023 Amendment to Tourism Development Services Agreement

**AMENDMENT TO
AGREEMENT FOR TOURISM DEVELOPMENT SERVICES**

This Amendment (“Amendment”) to the Original Agreement between the parties the same being dated December 5, 2022, by and between the Dahlonega-Lumpkin County Chamber of Commerce, Inc. a private-sector nonprofit organization organized under the laws of Georgia, (the “Chamber”), and the City of Dahlonega, a Georgia Municipal Corporation (the “City”) hereby amends Paragraph 21 of the Original Agreement to read as follows:

“21.

This Agreement Shall terminate on December 31, 2023.”

All other provisions of the Original Agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Amendment this _____ day of _____, 2023.

CITY OF DAHLONEGA, GEORGIA

By: _____
JoAnne Taylor, Mayor

Attest: _____ (SEAL)
Mary Csukas, City Clerk

DAHLONEGA-LUMPKIN COUNTY CHAMBER
OF COMMERCE, INC.

By: _____

Title: _____

Prepared by: J. Douglas Parks, P.C.



City Council Agenda Memo

DATE: 06/13/2023
TITLE: Georgia Indigent Defense Services Agreement
PRESENTED BY: Doug Parks, City Attorney

AGENDA ITEM DESCRIPTION:

Before the Council is the annual renewal of the public defender contract.

HISTORY/PAST ACTION:

FINANCIAL IMPACT:

This is consistent with prior years with no increase in compensation.

RECOMMENDATION:

Recommendation to approve.

SUGGESTED MOTIONS:

Motion to approve.

ATTACHMENTS:

Georgia Indigent Defense Services Agreement



GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2023, among the Circuit Public Defender Office of the Enotah Judicial Circuit (herein referred to as “the Public Defender Office”), the governing authority of Lumpkin County, a body politic and a subdivision of the State of Georgia (herein referred to as “the County”), and the City of Dahlonega, a body politic and a subdivision of the State of Georgia (herein referred to as “the City”). This agreement is effective July 1, 2023.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 1

SERVICES AND PERSONNEL

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

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

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

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

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

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

ARTICLE 2 OPERATING EXPENSES

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

ARTICLE 3 MISCELLANEOUS

Section 3.01 Term. The term of this agreement is 12 months beginning July 1, 2023 and ending June 30, 2024.

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

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

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

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

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

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

Circuit Public Defender Office of Enotah Judicial Circuit:

Penny Hunter
1536 Highway 129 South
Cleveland, GA 30528

Governing Authority of City of Dahlonega:

City Manager

Street

Dahlonega, GA 30533

Governing Authority of Lumpkin County

Name

Street

_____, GA _____
City Zip code

Georgia Public Defender Council:

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

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

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

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

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

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

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

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

Section 3.09. Time is of the essence

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

ATTEST:

City of Dahlonega

BY: _____
Signature

Title

ATTEST:

Lumpkin County

BY: _____
Signature

Title

ATTEST:

Circuit Public Defender

BY: _____
Signature
Circuit Public
Defender

ATTEST:

Consented to:

Georgia Public Defender Council

BY: _____
Signature
Director