



CITY OF DAHLONEGA

City Council Special Called Meeting Agenda

April 17, 2023, 4:00 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

APPROVAL OF AGENDA

NEW BUSINESS

1. IGA between Lumpkin County and the City of Dahlonega relating to the 2023 Municipal Election for the City of Dahlonega
Doug Parks, City Attorney
2. Quataunda Armstrong – Appointment as Voting Member of the Cemetery Committee
Chris Worick – Chairman Cemetery Committee

ADJOURNMENT



City Council Agenda Memo

DATE: April 10, 2023
TITLE: IGA between Lumpkin County and the City of Dahlonega relating to the 2023 Municipal Election for the City of Dahlonega
PRESENTED BY: Doug Parks, City Attorney

AGENDA ITEM DESCRIPTION:

IGA with Lumpkin County and the City of Dahlonega for the 2023 Municipal Elections.

HISTORY/PAST ACTION:

The Lumpkin County Election Superintendent assisted with previous elections with excellent results.

FINANCIAL IMPACT:

The City will reimburse the County for expenses incurred by the County and its Board of Elections and Registration associated with the 2023 Election, including, without limitation, the compensation of time and required trainings of the County Elections Manager, the Elections Technician, Board of Elections Members, and all poll workers, and the cost of materials and supplies needed to conduct the Election.

RECOMMENDATION:

Our office and City Staff recommends the IGA with Lumpkin County and the City of Dahlonega for the upcoming 2023 Municipal Election.

SUGGESTED MOTIONS:

I move to approve the IGA between Lumpkin County and the City of Dahlonega for the 2023 Municipal Election.

ATTACHMENTS:

IGA between Lumpkin County and the City of Dahlonega for the 2023 Municipal Election for the City of Dahlonega

STATE OF GEORGIA
COUNTY OF LUMPKIN

INTERGOVERNMENTAL AGREEMENT BETWEEN LUMPKIN COUNTY AND THE CITY OF DAHLONEGA RELATING TO THE 2023 MUNICIPAL ELECTION FOR THE CITY OF DAHLONEGA

THIS AGREEMENT TO CONDUCT MUNICIPAL ELECTIONS PURSUANT TO GEORGIA ELECTION CODE SECTION 21-2-45(c) (the "Agreement") is made and entered into by and between **CITY OF DAHLONEGA, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as the "City"), and **LUMPKIN COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as the "County"). This Agreement is joined by the Lumpkin County Board of Elections and Registration to the fullest extent required by the laws of the State of Georgia.

WITNESSETH:

WHEREAS, under the provisions of the Georgia Election Code, particularly Section 21-2-45(c) thereof, the City may by ordinance authorize the County to conduct such elections as the City deems necessary and expedient, and the City has previously adopted such an ordinance; and

WHEREAS, the City desires to contract with County, subject to the approval of the Lumpkin County Board of Elections and Registration, to conduct the 2023 General Municipal Election to be held on November 7th, 2023; and

WHEREAS, the City has authorized the Mayor and Clerk to enter into this Agreement with the County, and the County has agreed to conduct and supervise the 2023 General Municipal Election to be held on November 7th, 2023 for the City upon the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement was presented and approved at meetings of the governing authorities of both the County and the City pursuant to lawful and duly given notice as required by O.C.G.A. 50-14-1 et seq.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings of the parties hereto the City and County agree as follows:

1.

With respect to the 2023 Municipal General Election to be held November 7th, 2023, the Lumpkin County Board of Elections and Registration shall conduct the election for the City at the Office of the Lumpkin County Board of Elections and Registration as the fixed polling place as determined by the Lumpkin County Board of Elections and Registration.

2.

The Lumpkin County Board of Elections and Registration shall perform all duties as set forth and labeled as “County” in Exhibit A attached hereto and incorporated herein by reference. The Lumpkin County Board of Elections and Registration shall determine the procedures and mechanisms used in carrying out all duties established in Exhibit A and labeled as “County”. The City shall perform all duties as set forth and labeled as “City” in Exhibit A attached hereto and incorporated herein by reference. The City shall determine the procedures and mechanisms used in carrying out all duties established in Exhibit A and labeled as “City.”

3.

The City shall reimburse the County for the expenses incurred by the County and its Board of Elections and Registration associated with the 2023 Municipal General Election and to be held on November 7th, 2023, including, without limitation, the compensation of time and required trainings of the County Elections Manager, the Elections Technician, Board of Elections Members, and all poll workers, and the cost of materials and supplies needed to conduct said election. Such expenses shall be submitted to the City within sixty (60) days of the conclusion of the election covered by this agreement, and such expenses shall be paid by the City within thirty (30) days of the date of such invoice.

4.

As a part of the duties of the Lumpkin County Board of Elections and Registration, it shall perform all duties as superintendent of elections for the City during the term of this agreement; provided however, that the Lumpkin County Board of Elections and Registration shall have no responsibility hereunder with respect to the matters specifically reserved to the City in Exhibit A.

5.

The County shall not be responsible for the furnishing of any legal services in the form of legal opinion or defenses in any litigation arising by reason of the 2023 General Municipal Election; all such services shall be furnished by the City at no cost to the County.

Notwithstanding the foregoing, in the event that the Board of Elections and Registration is required to hear any challenge(s) regarding the November General Municipal Election of whatever kind (e.g. challenge to candidacy or to electors, etc.), the Board of Elections and Registration shall have the right to be advised and represented by its legal counsel, and the City

shall, within thirty (30) days of request from the Board of Elections and Registration, fully reimburse the County any and all legal fees and other costs and expenses incurred by it (through its Board of Elections and Registration) in connection with all such challenge(s). It is additionally understood and agreed that the City shall be solely responsible for obtaining preclearance, if any, required by law from the U.S. Department of Justice in connection with the 2023 General Municipal Election.

In the event the County or its Board of Elections and Registration is named in any complaint or lawsuit involving the 2023 General Municipal Election, the County or its Board of Elections and Registration shall have the right to be advised and represented by its own legal counsel, and the City shall, within thirty (30) days of request from the County or its Board of Elections and Registration, fully reimburse the County for any and all legal fees and other costs and expenses incurred by the County and its Board of Elections and Registration in connection with all such complaint or lawsuit.

6.

The Contract may be terminated by either party by giving notice to the other party, in writing, of its intent to terminate this Contract no fewer than ninety (90) days prior to the effective date of such termination. In the event of termination, any funds due to the County by the City for work performed by the Board of Elections and Registration through the date of termination shall be paid by the City no later than thirty (30) days following the date of termination of the Contract.

7.

In all events, all elections conducted for the City by the Lumpkin County Board of Elections and Registration shall be conducted in accordance with the provisions of Title 1 and Title 21 of the Official Code of Georgia Annotated and all other applicable laws.

8.

This Agreement is made between and limited to the County and City, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the County (and its Board of Elections and Registration) and City, and no other person or entity shall be considered a third-party beneficiary by virtue of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

9.

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or enforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective as of the day and year first written above.

LUMPKIN COUNTY, GEORGIA

ATTEST:

By: _____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Melissa Witcher, County Clerk
Lumpkin County

CITY OF DAHLONEGA

ATTEST:

By: _____
JoAnne Taylor, Mayor
City of Dahlonega

Mary Csukas, City Clerk
City of Dahlonega

**LUMPKIN COUNTY BOARD OF
ELECTIONS AND REGISTRATION**

ATTEST:

By: _____
John Webb, Chairperson
Lumpkin County Board of Elections

Robin McIntosh, Supervisor of Elections
Lumpkin County Board of Elections

MUNICIPAL ELECTION STRUCTURE

PERSONNEL	AFFILIATION	DUTIES
CITY QUALIFYING OFFICER:	City	Advertise All Required Qualifying Notices
CITY ATTORNEY:	City	Advertise Call for Special Election to be Held in Conjunction with General Election
CITY ATTORNEY:	City	DOJ approval for Special Election (if applicable)
CITY QUALIFYING OFFICER:	City	Candidate Qualification: All candidate qualification and Ethics/Financial Filings will be the responsibility of the City. The City will provide the Board of Elections a list of all qualified candidates to be placed on the ballot.
COUNTY ELECTION SUPERINTENDENT:	County	Absentee Inventory/Election Supplies
	County	Design Ballot
	County	Create Ballot Database
	County	Print OS Ballots; Absentee/Provisional/Challenged
COUNTY ELECTION SUPERINTENDENT/POLL WORKER:	County	Election Management System: Upload Database & Memory Cards Voting Equipment: Logic & Accuracy Procedure (L&A)
COUNTY ELECTION SUPERINTENDENT	County	Publish Logic & Accuracy Notice
COUNTY ELECTION SUPERINTENDENT	County	Publish Sample Ballot
COUNTY ELECTION SUPERINTENDENT	County	Order Municipal Electors List
COUNTY ELECTION SUPERINTENDENT	County	Publish Notice of Election/ Advance Voting Dates and Location
COUNTY ELECTION SUPERINTENDENT	County	Publish Notice of Computation
COUNTY ELECTION SUPERINTENDENT COUNTY ELECTION TECHNICIAN: County - Chief Manager County - Assistant Manager (2)	County	Advance Voting: Mail
		Advance Voting: In Person (County will conduct all required Poll Worker Training)
COUNTY ELECTION SUPERINTENDENT COUNTY ELECTION TECHNICIAN: County – Chief Manager County – Assistant Managers (2)	County	Conduct Election Day Voting – 7 A.M. – 7 P.M.
		(County will conduct all required Poll Worker Training)

COUNTY ELECTION SUPERINTENDENT COUNTY ELECTION TECHNICIAN VOTE REVIEW PANEL: County – Chief Manager County – Assistant Managers (2)	County	Tabulate votes – OS & In Person Voting equipment
COUNTY ELECTION SUPERINTENDENT	County	Elections Management System: Download Election Results
PROVISIONAL BALLOT PROCESSING (if applicable)	County	Verify eligibility; process and count- include w/certification
COUNTY ELECTION SUPERINTENDENT	County	Election Consolidation / Certification/Notice to Appropriate Entity of all Special Election Results

Exhibit A



CITY COUNCIL AGENDA REPORT

DATE: April 10, 2023
TITLE: Quataunda Armstrong – Appointment as Voting Member of the Cemetery Committee
PRESENTED BY: Chris Worick – Chairman Cemetery Committee

AGENDA ITEM DESCRIPTION:

Chris Worick is requesting the appointment of Quataunda Armstrong as a voting member of the cemetery committee.

HISTORY/PAST ACTION:

The Cemetery Committee placed Quataunda Armstrong as an at-large member of the Cemetery Committee on June 6, 2022.

FINANCIAL IMPACT:

RECOMMENDATION:

Staff is requesting the appointment of Quataunda Armstrong as a voting member of the Cemetery Committee.

SUGGESTED MOTIONS:

Staff is requesting the approval of Quataunda Armstrong as a voting member of the Cemetery Committee.

ATTACHMENTS:
