



# CITY OF DAHLONEGA

## Council Work Session Agenda

October 16, 2023, 4:00 PM

Gary McCullough Council 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 – 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.

---

### OPEN MEETING

### APPROVAL OF AGENDA

### BOARD & COMMITTEES

1. Cemetery Committee—September 2023  
Chris Worick, Chair, Dahlonega Cemetery Committee
2. Dahlonega Downtown Development Authority/Main Street – September 2023  
Ariel Alexander, Downtown Development Director
3. Tourism Quarterly Report - 3rd Qtr 2023  
Sam McDuffie, Director of Tourism

DEPARTMENT REPORTS AVAILABLE AT: <https://dahlonega.gov/category/department-reports/>  
APPOINTMENT, PROCLAMATION & RECOGNITION : ( Vote at Council Meeting)

### PRESENTATION

### ORDINANCES & RESOLUTIONS

4. Change to Open Container Footprint for the Veterans Appreciation Celebration - Strategic Priority #3 - Communication  
Doug Parks, City Attorney, Ariel Alexander, DDA Director
5. Mailbox Ordinance – Strategic Priority #2 – Infrastructure  
Doug Parks, City Attorney

### CONTRACTS & AGREEMENTS

6. 2024 Agreement for Tourism Development Services – Strategic Priority #3 - Communication  
Allison Martin, Finance Director
7. Renewal of Probation Contract – Strategic Priority #3 - Communication  
Doug Parks, City Attorney
8. Contract Renewal - Jarrard Water Services (JWS) – Strategic Priority #2 - Infrastructure  
Allison Martin, City Manager

### OTHER ITEMS:

9. 2024 Meeting Dates - Public Notice - Strategic Priority #3 - Communication  
Mary Csukas, City Clerk

[10.](#) City Council Meeting Minutes - October 2, 2023 - Strategic Priority #3 - Communication

Sarah Hunsinger, Assistant City Clerk

COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments

City Manager Comments

City Council Comments

City Attorney Comments

Mayor Comments

ADJOURNMENT



# Department Report

---

Report Title: Cemetery Committee—September 2023  
Report Highlight: September 20, 2023  
Name and Title: Chris Worick, Chair, Dahlonaga Cemetery Committee

Recently Completed:

- September meeting held on Tuesday, September 19th, 2023.
  - Members in attendance: Chris Worick, Quataundra Armstrong, Pat Turner
  - Members absent: Jane Mellor and Terry Grizzle.
- Trees and shrubs removed at the entrance of Mount Hope Cemetery.

Underway:

- UNG Honors Freshmen are assisting in cemetery preservation activities for community service credit.

Near term:

- Fall Cemetery cleanup scheduled for Saturday, November 4.



## Department Report

Report Title: Dahlonega Downtown Development Authority/Main Street – September 2023

Report Highlight: Work Plan Items

Name and Title: Ariel Alexander, Downtown Development Director

### Organization:

- Attended planning and PR meetings regarding the East Main Street utilities project.
- Managed all postings for the City of Dahlonega website and social media for the month.
- Attended the monthly Chamber Board meeting.
- Attended meetings to discuss UNG’s Google economic development grant.
- Attended two safety meetings with all partner agencies in preparation for the Gold Rush Festival.

### Promotion:

- Planned and executed September First Friday Concert with local food vendors.
- Continuing joint advertising efforts between the Chamber, UNG, Tourism, and DALC staff.
- Finalized all planning for “Scares on the Square”, Dahlonega’s downtown trick-or-treating event.
- Attended planning meeting for Old Fashioned Christmas. We have purchased and installed Christmas lighting at the Hancock Park pavilion, the Diving Bell, the Visitors Center, and the Head House.
- Planning continues for Dahlonega 190<sup>th</sup> Birthday celebration. This celebration will be held in December.
- Published nomination form for the 2023 Business Excellence Awards. Nominations will be accepted through the first week of November.
- Continuing to promote Dahlonega Dollars, a virtual gift card program that allows patrons to purchase “downtown dollars” that can be spent at any participating Dahlonega business.

### Economic Vitality:

- Participated in the University of North Georgia’s Regional Education and Economic Development meeting with President Shannon. Chaired a roundtable discussion on downtown workforce needs.
- Two façade improvement projects were completed in September. The Holly Theater façade improvement is progressing as well.
- Attended plan review meetings with Planning and Zoning. Provided Business Welcome Packets.
- Fielded questions and met with prospective downtown property owners.

### Design:

- Finalizing a Memorandum of Understanding with UNG to plan and execute a mural downtown.
- Met with a bronze sculptor in Atlanta who has done projects for UNG. They will be creating our “Bears on the Square” walking tour.



Dahlonega-Lumpkin County  
Convention and Visitors Bureau  
2023 Q3 Tourism Report  
September 27, 2023

## I. Visitor Center Updates

- 2023 Monthly Visitation (Appendix 1)
  - January - 9,250
  - February - 7,958
  - March – 16,982
  - April – 15,040
  - May – 16,677
  - June – 15,674
  - July – 19,265
  - August – 12,449
  - September – 13,711
- Year to Date Visitation (Through September 30)
  - FY23- 126,952
  - FY22- 109,427
  - FY21- 105,292

## II. Marketing Initiatives

- Passive Marketing & Advertising (**Appendix 2a, 2b**)
  - Print Advertising
    - We have continued to purchase ads in a few publications in Q3. Some of these publications are Mountain Traveler & Southbound Magazine.
- Digital Marketing Concentration
  - Paid Search, Native Retargeting, and Content Activation
    - Google – Using Top Paid Search Keywords. (**Appendix 3a**)
    - Landing Pages for website (**Appendix 3b**)
      - “Things to do” is our most visited page on website other than the home page.
    - Website Traffic
      - July 2023- 76,567
      - August 2023- 56,650
      - Sept 2023- 63,482
    - Source and Medium of how people are finding us? (**Appendix 3c**)
      - Google is still our best Organic Traffic
    - Where do our visitors come from? (**Appendix 3d**)
- Public Relations
  - US News & World Report – Best Places to Visit in Georgia
  - Travel + Leisure – America’s Best Small Towns of 2023
  - Atlanta Journal Constitution – Dahlenega’s Smith House turns 100 years old
  - Southern Living – 30 Festive Small Town in the South
  - Garden & Gun – Seven Cultural High Points of North Georgia
  - World Atlas – Best College Towns of Georgia
  - Travel + Leisure – 15 Best Places to Visit in Georgia
  - Medium – Tour Around the Historic Sites of Dahlenega, Georgia, on a Wine Tasting Journey
  - Blue Ridge Digest – Dahlenega, GA

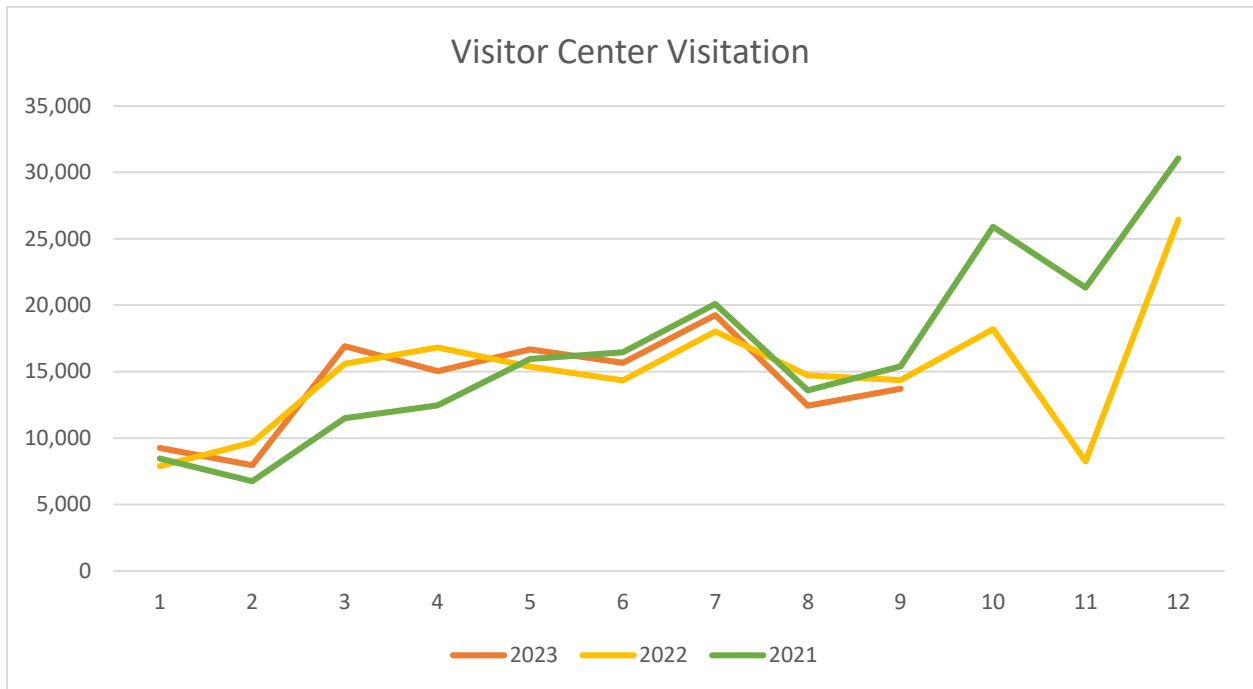
### **III. Professional Development and Tourism Staff updates**

- Tourism Team attended the Georgia Governors Conference in Jekyll Island, GA

### **IV. Partnerships**

- Working with the Chamber of Commerce we will be setting up a Tourism Information Booth during the 6 Gap Bicycle Race
- Working with the University of North Georgia, the tourism team will be setting up a booth during the UNG Woman's Alumni Pop-Up Market
- Spend the afternoon with Dr. Mike Shannon, President of University of North Georgia while he "Discover Dahlonega."

## APPENDIX 1: Visitor Center



## Appendix 2: Passive Marketing & Promotion





### Appendix 3a – Keyword Search

Search keyword	Impressions	Clicks	CTR
best hikes in georgia	7,748	643	8.3%
dahlonega	2,454	587	23.9%
dahlonega georgia	2,283	524	23.0%
things to do in dahlonega ga	663	272	41.0%
helen georgia things to do	3,180	194	6.1%
things to do in georgia this weekend	620	165	26.6%
ga	655	70	10.7%
things to do in north carolina	852	59	6.9%
nc things to do	663	43	6.5%
fun things to do in helen ga	613	28	4.6%

### Appendix 3b: Landing Pages

Landing Page	Sessions	Avg. Session Duration
/	5,539	03:44
/things-to-do/	3,049	04:06
/event/dahlonegas-4th-of-july-celebration/1619/	2,106	01:17
/things-to-do/waterfalls/dicks-creek-falls/	1,878	01:07
/events/holiday/4th-of-july/	1,664	53
/things-to-do/attractions/historic-downtown/	1,024	02:54
/things-to-do/attractions/	884	03:42
/things-to-do/waterfalls/	864	02:13
/places-to-stay/	836	05:27
/wineries/	742	04:24

Appendix 3c: Source/Medium of how people are discovering us.

Session source / medium	Sessions ▾	% Δ	1 Min+ Conv. Rate	% Δ
google / organic	41,934	72.2% ↑	66.1%	-
(direct) / (none)	16,059	8.7% ↑	55.5%	-
google / cpc	5,530	-18.0% ↓	61.6%	-
MediaOne / native	3,543	696.2% ↑	40.5%	-
bing / organic	1,477	24.9% ↑	66.5%	-
yahoo / organic	1,212	25.9% ↑	71.2%	-
(not set)	1,182	482.3% ↑	94.1%	-
duckduckgo / organic	1,052	27.2% ↑	70.7%	-
m.facebook.com / referral	729	54.8% ↑	38.4%	-
tegna / extendedreach	604	-	17.5%	-
exploregorgia.org / referral	293	-19.5% ↓	65.5%	-

Appendix 3d: Where people are coming from (Website)?

Metro	Targeted/Not Targeted Destination
Atlanta	Targeted
Greenville-Spartanburg-Asheville-Anderson. SC/NC	Targeted
Chicago, IL	Not Targeted
Tampa-St. Petersburg (Sarasota), FL	Not Targeted
Orlando-Daytona Beach- Melbourne, FL	Not Targeted
Charlotte, NC	Not Targeted
Washington, DC (Hagerstown, MD)	Not Targeted
Raleigh, NC	Not Targeted
New York, NY	Not Targeted
Birmingham, AL	Targeted

### Appendix 4b: Visitor Profile – Dwell Time (Day Trippers vs. Overnight guest)

#### 2 Hour Dwell Time

DMA	Impressions	Visitors
Atlanta	501,037	24,609
Greenville/Spartanburg/Asheville...	108,294	2,158
Birmingham	1,086	699
Chattanooga	86,558	545
Lexington	474	106
Augusta	31,878	53
Locations outside of DMA boun...	17,999	33
Savannah	838	24
Knoxville	2,074	21
Chicago	434	18
Las Vegas	333	15
Grand total	769,405	28,380

#### 12 Hour Dwell Time

DMA	Impressions	Visitors
Atlanta	501,037	8,779
Greenville/Spartanburg/Asheville/Ande...	108,294	770
Birmingham	1,086	250
Chattanooga	86,558	195
Lexington	474	38
Augusta	31,878	19
Locations outside of DMA boundaries	17,999	12
Savannah	838	9
Knoxville	2,074	8
Chicago	434	7
Las Vegas	333	6
Grand total	769,405	10,138

### Appendix 4c: STR Reports – Occupancy / Average Daily Rate (ADR) / Revenue Per Available Room (RevPAR)

Occupancy (%)	2023							
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
This Year	42.2	50.0	58.2	57.9	55.2	61.5	58.8	53.2
Last Year	38.9	47.3	55.2	57.5	51.0	59.6	54.2	51.8
Percent Change	8.5	5.7	5.4	0.6	8.2	3.2	8.5	2.7

ADR	2023							
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
This Year	124.60	133.26	133.78	142.77	156.80	144.89	128.55	136.73
Last Year	112.16	123.00	127.80	139.20	145.14	130.25	123.12	126.28
Percent Change	11.1	8.3	4.7	2.6	8.0	11.2	4.4	8.3

RevPAR	2023							
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
This Year	52.63	66.57	77.87	82.64	86.58	89.11	75.61	72.79
Last Year	43.65	58.13	70.58	80.06	74.09	77.62	66.72	65.47
Percent Change	20.6	14.5	10.3	3.2	16.9	14.8	13.3	11.2



# City Council Agenda Memo

---

**DATE:** August 15, 2023  
**TITLE:** Change to Open Container Footprint for the Veterans Appreciation Celebration  
**PRESENTED BY:** Doug Parks, City Attorney, Ariel Alexander, DDA Director

---

**AGENDA ITEM DESCRIPTION:**

Proposal to add one additional day to the festival permit. This would also include an extension of the suspension of the appropriate alcohol ordinances. The time period on Friday will be from five until nine on that day.

---

**HISTORY/PAST ACTION:**

The festival permit has been previously approved by the Council.

---

**FINANCIAL IMPACT:**

None- On-Point 1-1 Inc. will be responsible for hiring the appropriate amount of law enforcement officers designated by the Chief of Police and for the signage required by the city.

---

**RECOMMENDATION:**

It is the recommendation of staff to allow the one day extension during the time period requested and also the extension of the suspension of the appropriate ordinances for this event.

---

**SUGGESTED MOTIONS:**

I make a motion to suspend enforcement of the open container laws of the City of Dahlonega including but not limited to the following: The Code of the City of Dahlonega, Georgia, Chapter 22, Article II, Section 22-32, Section 22-33, Section 22-34, Section 22-35, within the geographical area set aside for alcohol sales and consumption within that certain festival special event permit application granted by the City to the Veterans Appreciation Celebration organizer, the duration of the suspension to run concurrently with the duration of the permit granted.

---

**ATTACHMENTS:**

On-Point 1-1 Inc. Veterans Appreciation Celebration Map and Alcohol Permit Application

---



Veterans Appreciation Day  
 Celebration  
 November 11, 2023  
 12-6pm  
 Following the Run for  
 Rangers 5k & 10K



-  Porta Potties by the dumpster
-  Road closed with barricades
-  Band loading area
-  Beer Tent
-  coned off for two traffic to come and go.
-  Food Truck
-  Bouncy House for Kids



**Georgia Department of Revenue**  
**Department of Revenue Alcohol License Application**  
**DOR Alcohol License Application**

**Business Information**

Business Name: ONPOINT 1-1, INC.  
DBA Name: ONPOINT 1-1, INC.  
Business Type: Corporation

**Address Information**

Location Address: 389 CLEVE WRIGHT RD DAWSONVILLE GA 30534-3008

**Alcohol License Information**

License Type: Special Event Non Profit  
Start Date: 06-29-2023  
Beer: Yes  
Wine: No  
Liquor: No  
Special Event Start: 11/11/2023  
Special Event End: 11/12/2023  
Local Jurisdiction Type: City  
Local Jurisdiction: DAHLONEGA

**Local License / Fees**

**Fee Amount**

Class J, Beer Temporary Special Event	\$100.00
	\$100.00

**Licensee Information**

Licensee Type: Business  
Licensee Name: CALDWELL, STEPHEN

**Additional Information**

Primary NAICS: 813219

**Officers**

CALDWELL, STEPHEN

**Officer or Responsible Party**

Officer



**DATE:** 10/16/2023  
**TITLE:** Mailbox Ordinance – Strategic Priority #2 – Infrastructure  
**PRESENTED BY:** Doug Parks, City Attorney

---

**AGENDA ITEM DESCRIPTION:**

Establishing a Mailbox Ordinance to implement a policy addressing regulations of mailbox installation in the City.

---

**HISTORY/PAST ACTION:**

This type of ordinance addresses a suggestion made in the City's risk management review.

---

**FINANCIAL IMPACT:**

No applicable.

---

**RECOMMENDATION:**

Approval is recommended at the next regular council meeting.

---

**SUGGESTED MOTIONS:**

Motion to approve at the next regular meeting.

---

**ATTACHMENTS:**

Mailbox ordinance draft.

---

**ORDINANCE 2023- \_\_\_\_\_**

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF DAHLONEGA TO ADD REGULATIONS CONCERNING MAILBOX INSTALLATION**

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 eliminate hazardous construction of mailboxes on the public rights of way within the City; and

WHEREAS, The Mayor and City Council, in order to implement that policy, wish to address regulations of mailbox installation in the City; and

NOW THEREFORE, The Mayor and City Council of the City of Dahlonega while in Regular Session on \_\_\_\_\_ 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 35 Mailbox Regulations, as shown in Exhibit A, which is attached hereto. This amendment is adopted with the express authority for Municode to renumber the ordinance sections 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.

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

So ordained and effective this \_\_\_\_ day of \_\_\_\_\_. 2023.

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

\_\_\_\_\_  
Attest: Mary Csukas, City Clerk



## Exhibit A

### CHAPTER 35: MAILBOX REGULATIONS.

#### Sec 35-1. Mailbox requirements.

No mailbox or newspaper delivery box (hereafter referred to as a “mailbox”) shall be constructed on any public road right-of-way if it interferes with the safety of the traveling public or the function, maintenance, or operation of any publicly owned roadway or utility. A mailbox installation that does not conform to the provisions of this regulation is an unauthorized encroachment. All mailbox installations must be in accordance with guidelines set forth by the United States Postal Service and the local, state or federal agency responsible for the right-of-way upon which it is placed at the time of placement. However, should any regulation herein be more restrictive than those of the governing authority responsible for the right of way the requirements of these regulations shall govern the installation.

#### Sec 35-2. Mailbox installation.

A mailbox installation must be approved by the City Engineer or his designee. As with any ground-breaking activity, the installer shall follow state and federal “Call Before You Dig” requirements. A mailbox installation that conforms to the following criteria shall be considered acceptable:

(a) *Location.*

- i. The position of a mailbox must be 41" to 45" from the road surface to the bottom of the mailbox or point of mail entry.
- ii. On curbed streets the roadside face of the mailbox shall be set back from the face of curb distance between six and eight inches. On roadways without curbs or all-weather shoulders and which carry low traffic volumes operating at low speeds, the roadside face of a mailbox shall be offset between eight and twelve inches behind the edge of pavement.
- iii. New installations shall not take place within 8' of existing utilities unless authorized by the City Engineer or his designee in writing.
- iv. A house or apartment number shall be visible on the mailbox.
- v. Where a mailbox is located at a driveway entrance, it shall be placed on the far side of the driveway in the direction of the delivery route.
- vi. Where a mailbox is located at an intersecting road it shall be located a minimum of 100 feet beyond the center of the intersecting road in the direction of the delivery route.

(b) *Structure.*

- i. Mailboxes shall be of light sheet metal or plastic construction sized to conform to the requirements of the U.S. Postal Service. Newspaper delivery boxes shall be of light sheet metal or plastic construction of minimum dimensions suitable for holding a newspaper.
- ii. No more than two mailboxes may be mounted on a support structure. Lightweight newspaper boxes may be mounted below the mailbox support.

- iii. A single 4"x 4" square wooden post or 2" diameter round steel or aluminum pipe with a strength no greater than a 2" diameter standard strength steel pipe and embedded no more than 24" into the ground shall be acceptable as a mailbox support. A metal post shall not be fitted with an anchor plate, but it may have an anti-twist device that extends no more than 10" below the ground surface. Mailbox supports shall not be encased in concrete or brick.
- iv. The post-to-box attachment details should be of sufficient strength to prevent the box from separating from the post top if the installation is struck by a vehicle.
- v. The minimum spacing between the centers of support posts shall be three-fourths the height of the posts above the ground line.

Sec 35-3. Penalty for violations.

Any violations of these regulations shall be punished under the provisions of Sections 1-7 of this code.

DRAFT



# City Council Agenda Memo

---

**DATE:** October 9, 2023  
**TITLE:** 2024 Agreement for Tourism Development Services – Strategic Priority #3 - Communication  
**PRESENTED BY:** Allison Martin, Finance Director

---

**AGENDA ITEM DESCRIPTION:**

This agreement continues tourism promotion services provided by the Dahlonega-Lumpkin County Convention and Visitors Bureau, Inc. as a standalone entity.

---

**HISTORY/PAST ACTION:**

Historically, the city has contracted with the Chamber to provide tourism promotion services. This agreement for tourism development services is with the Dahlonega-Lumpkin County Convention and Visitors Bureau, Inc. in recognition of the separation of the two entities. The agreement has been reviewed by legal as to form and reviewed by the Dahlonega-Lumpkin County Convention and Visitors Bureau, Inc. and city staff for content.

---

**FINANCIAL IMPACT:**

\$297,063 over the year – months January through September are in the FY24 approved budget.

---

**RECOMMENDATION:**

Approval of the agreement as provided.

---

**SUGGESTED MOTIONS:**

I move to approve the 2024 Agreement for Tourism Development Services as written, or subject to the following changes: (list them).

---

**ATTACHMENTS:**

2024 Draft Agreement for Tourism Development Services

---

## AGREEMENT FOR TOURISM DEVELOPMENT SERVICES

This Agreement is entered into as of \_\_\_\_\_, 2023, by and between the City of Dahlonega, a Georgia Municipal Corporation, (the “City”), and the Dahlonega-Lumpkin County Convention and Visitors Bureau, Inc., a private-sector nonprofit 501(c)(6) organization organized under the law of Georgia (the “CVB”) is as follows:

WHEREAS, the City may expend funds subject to the following limitations:

Notwithstanding the provisions of paragraph (1) of this subsection, a municipality...may levy a tax under this code section at a rate of 5 percent. A municipality...levying a tax pursuant to this paragraph shall expend (in each fiscal year during which the tax is collected under this paragraph) an amount equal to the amount by which the total taxes collected under this Code section exceed the taxes which would be collected at a rate of 3 percent for the purpose of (a) promoting tourism, conventions, and trade shows; ... Amounts so expended shall be expended only through a contract or contracts with... a private sector nonprofit organization, or through a contract or contracts with some combination of such entities, except that amounts expended for purposes (C) and (D) may be so expended in any otherwise lawful manner.

O.C.G.A. 48-13-51(a)(3).

WHEREAS, the City may expend funds for promoting tourism; and

WHEREAS, such expenditures are permissible pursuant to a contract with a private sector non-profit organization; and

WHEREAS, the CVB is a private sector non-profit organization exempt from income tax under IRC 501(c)(6) which is willing and authorized to expend such funds for the purpose of promoting tourism in Dahlonega, Georgia as provided by law; and

NOW, THEREFORE, in consideration of the premises herein, the parties agree as follows:

1) **Grant of Funds.**

- i. Prior to April 30<sup>th</sup> of the fiscal year coexistent with the term of this contract, the CVB shall deliver to the City of Dahlonega its “cost allocation” analysis for the next succeeding contract year, including tourism budgets, advertising plans, and projected CVB budgets and such other information sufficient to the satisfaction of the City for it to adopt a budget plan specifying how the proceeds of such tax are to be expended. These efforts, and special CVB tourism promotions if any, shall be reviewed by the City as part of the City’s budget process and may be amended at the discretion of the City in consultation with the CVB. The City shall then determine and adopt a Tourism Development Services Contract budget plan to be made a part of the City budget plan. Special projects of the CVB, if any, including major renovations or multiyear elements of the work program, are to be identified and budgeted as part of the annual budget process with the City.

- ii. During the term of this Agreement, the City agrees to provide in consideration for the services rendered certain restricted funds to be derived from the proceeds of the hotel-motel tax. The monthly sum provided shall be \$297,063. The term proceeds as referenced in this paragraph shall be the funds collected from the levy of the hotel-motel tax by the City less the City's administrative fee of 3% of the funds collected, and the term restricted shall mean the funds shall be used exclusively for Tourism, Convention and Trade Show purposes as same are used in Title 48 Chapter 13 Article 3 of the Georgia Code.
- iii. The CVB shall, in consideration of the tax funds referenced above provide bi-monthly financial reports to the City by the 30th day of each calendar month following a board meeting in a form mutually agreeable to both the CVB and the City. These reports will be used by the City in part to ascertain the CVB's compliance with the terms of this Agreement and with O.C.G.A. Section 48-13-51(9)(A). The City may in its sole discretion require during the term of this Agreement additional financial information from the CVB, including specific receipts, copies of checks, deposits, and other similar items. The CVB shall also deliver a copy of its annual Form 990 and annual financial audit with findings and management comments as well as the QuickBooks documentation required by the City's designated auditors before the 180<sup>th</sup> day following the Chamber fiscal year being audited.
- iv. The CVB shall participate in an annual compliance audit for the City's fiscal year October 1 through September 30 to be conducted by an auditor designated by the City and paid for out of the tax money received by the CVB from the City. The audit will be used to determine compliance by the CVB with the terms of this Agreement and with the requirements of O.C.G.A. Section 48-13-51(9)(B). The CVB shall expedite its response to all sampling requests presented by the auditors and assist the City auditors in completing their work so that the compliance audit can be completed prior to the presentation of the annual City audit to the City Council, or in no event later than 90 days following the end of the CVB's fiscal year.
- v. By executing this Agreement, CVB hereby affirms that it will use the funds received solely and exclusively in compliance with this Agreement and will further expend such funds in full compliance with City ordinances and state laws. The CVB agrees to defend, indemnify, and hold harmless the City from and against all claims that arise therefrom, including reasonable attorneys' fees and court costs of the City.

- 2) **Expenditure Solely for Promoting Tourism.** Tourism involves traveling to experience and learn about the places, attractions, and activities in the City of Dahlonega, Georgia. All hotel/motel tax sums received by the CVB from the City shall be expended for the purpose of promoting tourism within one year, and solely for the benefit of the City and only as follows:

- i. Promoting and stimulating tourism in Dahlonega to increase leisure visitor volume, overnight stays, visitor spending, and economic impact through the promotion and distribution of the city's travel products to the travel trade; and
- ii. Promoting conventions, events, and trade shows, which includes planning, conducting, or participating in programs of information and publicity designed to attract or advertise tourism, conventions, events, or trade shows; and
- iii. The promotion of recreational, cultural, historic, and natural resources of Dahlonega to attract both leisure and group visitors to Dahlonega;

Tourism promotion efforts must involve the following elements:

- i. The CVB will employ one full-time Tourism Director to administer, initiate, and monitor all advertising/marketing campaigns for the City; and
  - ii. This employee will be expected to attend tourism training and be an active member in tourism organizations, regional trails, and heritage programs, that will help promote the City of Dahlonega as a leisure and group travel destination, convention and meeting location, and a cultural heritage center of the Northeast region, and to appear both quarterly and on request before the Mayor and City Council at a public meeting to discuss the CVB's operation and finances.
  - iii. A staffed Welcome Center that will provide an outlet for promotional materials and a place to help with information about activities in Dahlonega and provide restroom facilities for the public. Hours of operation of the Welcome Center shall be approved by the City. It is expected that the traditional hours as follows shall be maintained: Hours of operation of the Welcome Center will be 10:00 a.m. – 5:00 p.m. Monday-Friday, 10:00 a.m. – 5:00 p.m. Saturday, and 10:00 a.m. – 5:00 p.m. on Sunday. The Welcome Center and public restrooms may be open longer during peak season(s) weekends. Any reduction of these hours will need to be approved by the City.
- 3) **Audit Verification.** CVB shall provide audit verification, as described below, to the city and demonstrate that the CVB uses the funds solely and exclusively for the purpose of promoting tourism in conformance with this Agreement. Reports are due 180 days following the end of the CVB's fiscal year. Failure to file the required report may compromise the CVB's status to receive grant funds.
- a. The CVB shall provide a cost allocation schedule for overhead costs associated with the use of CVB facilities for tourism activities. The audit verification shall include a Line-item Detailed Expense Report to the City identifying and describing each item funded with hotel/motel tax revenues including all direct and indirect costs. Detailed invoices shall be retained in compliance with the City's retention schedule as per Georgia Law and will be available for review at the CVB offices.

- b. At the end of the fiscal year, the CVB shall internally perform this audit verification and provide to the City a Detailed Annual Report that conveys each item funded with hotel/motel tax. Every third year, the CVB shall hire an outside agency to perform a full audit in lieu of its annual internal review and submit the findings in a report to the City.

**Compliance with Law, Indemnification, Return of Funds.** By executing this Agreement, the CVB acknowledges it may be a contracted organization, receiving 33% or more of its total operating budget from hotel/motel tax, and if so, is subject to the Open Meetings Act (O.C.G.A. 50-15-1 et. Seq) and Open Records Act (O.C.G.A. 50-18/70 et. Seq.). The CVB will provide the City a copy of Committee/Board meeting notices, agendas and supporting documents, and minutes from each and every meeting reflecting a report of the Convention and Visitor's Bureau activities and official actions taken by the governing body. Also, by virtue of its government funding and occupancy of a government-owned building, the CVB in the performance of tourism functions under this contract shall not act preferentially for the benefit of Dahlonega-Lumpkin County Chamber members.

- 4) **Audits of Lodging Properties.** The City shall periodically perform unannounced audits of one, some, or all lodging properties in the City. These may be undertaken by an outside agency. Such lodging property audits shall be paid for from new tax funds collected incident to the audit process or from hotel-motel tax collections, prorated between Chamber and City based on the revenue sharing agreement in place at the time of payment not to exceed a cost of \$5,000.00 for the Chamber's share.
- 5) **Use of Jointly Owned Facility.** The CVB occupies a building provided to it in part by the City. The CVB shall maintain insurance on the building's contents and liability insurance satisfactory to the City. A copy shall be furnished to the City together with a certificate of insurance upon each renewal. The CVB shall pay all monthly utility bills, i.e., electricity and water, and will order paper supplies. The building may be inspected by the City at any time.
  - i. In lieu of rent, the CVB shall perform all needed upkeep and maintenance of the interior of the building from Tourism and non-tourism monies based upon a functional analysis of the expense. Exterior maintenance and major repairs will be paid in equal thirds by the CVB, City, and County. A contingency fund of no less than \$6,000 and no more than \$12,000 will be maintained by the CVB for this purpose. The CVB will obtain approval from the City and County prior to making any modifications to the building. Should a maintenance bill not be paid on time, or cited maintenance not be performed as suggested by City inspectors, the said bill will be paid by the City after consultation with the CVB. The amount of the bill or maintenance cost will be subtracted from the next available City hotel/motel revenue payment to the CVB. The value of the rent shall be reflected in the CVB's annual audit and Form 990.
- 6) **Conflict of Interest.** This requirement upholds and protects the integrity of the nonprofit entities that receive public funding (the "Recipient"). No employee of a Recipient or his/her family member may hold a position in or own a 25% or more interest in, any for-

profit entity with a financial interest in those activities being promoted by the Recipient, or which employee or family member would profit more than \$2,500.00 per year from any project in which the Recipient is involved. If such conflict exists, the employee or his/her family member must disqualify himself/herself from bidding on any project in which the Recipient is involved.

“Family member” means spouse, child, or sibling. “Business” means the sale or lease of any personal property, real property, or service on behalf of oneself or on behalf of any third party as an agent, broker, or representative.

Notwithstanding the provisions above, a business transaction in which an employee or his/her family member has such an interest may be approved if that member or his/her family member is deemed to be the only acceptable provider of the service(s) solicited by the Recipient.

The following requirements must be satisfied to earn such an exemption:

- a) There was a public bid solicitation in the legal organ run for no less than two weeks; and
  - b) There was a competitive process for bids, which included consideration of all submitted bids for price, quality, and appropriateness; and
  - c) No other entity submitted a bid prior to the deadline or no other entity submitted a bid that met the specifications; and
  - d) The employee or family member must be capable of satisfying the specifications; and
  - e) The employee cannot be a member of any committee or meeting at which the employee’s bid or family member’s bid is discussed or awarded the business solicited by the Recipient; and
  - f) Notice of the pending consideration of the award to the employee or family member was published in the official county legal organ prior to the approval of the said transaction by the Recipient; and
  - g) At the time of approval, the members approving the transaction in good faith reasonably believe that the transaction is fair and is in the best interests of the Recipient and the citizens; and
  - h) The interested member is absent from any portion of a meeting that discusses or awards the bid or contract.
- 7) **Notices.** All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such notice, request, demand, or other communication shall be considered given or delivered, as the case may be, on the date of receipt. The rejection or other refusal to accept or inability to deliver because of a changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand, or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices



hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands, or other communications required or permitted to be given hereunder by such party.

- i. City of Dahlonega.  
465 Riley Road  
Dahlonega, Georgia 30533
  - ii. Dahlonega-Lumpkin County Convention and Visitor's Bureau  
Attn: Sam McDuffie  
13 S Park Street  
Dahlonega, GA 30533
- 8) **Automatic Renewal and Termination.** This agreement shall automatically renew at 12:00 a.m. midnight on the first day of the fiscal year that immediately follows the current Agreement term. Either party may terminate the Agreement at the end of its annual term and bar automatic renewal by written notice to the opposing party's notice address listed in paragraph 7, provided such written notice is postmarked no later than sixty (60) days prior to the end of the current annual term.
- 9) **Assignment.** The parties hereto may not assign, sublet, or transfer their interest in and responsibilities under this agreement without the prior written approval of all parties hereto.
- 10) **Georgia Law.** It is the intention of the parties that the laws of Georgia shall govern the validity of this agreement, the construction of its terms, and the interpretation of the rights or duties of the parties.
- 11) **Severability.** In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remained hereof and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion had never been a part hereof.
- 12) **Reasonable Cooperation.** On and after the date of this agreement, both parties shall, at the request of the other, make, execute, and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this agreement.
- 13) **Time.** Time is and shall be of the essence under this agreement.
- 14) **Binding Authority.** The parties signing this agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.
- 15) **Integration.** This agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. This agreement shall not be modified or amended except by a written instrument executed by or on behalf of the parties in the same manner in which this agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

**[SIGNATURES ON THE FOLLOWING PAGE]**

WITNESS WHEREOF, the parties have signed this Agreement under their hand and seal on the date set forth above.

CITY OF DAHLONEGA, GEORGIA

Acting by and through its Duly Elected  
Mayor and City Council

DAHLONEGA-LUMPKIN COUNTY  
CONVENTION AND VISITORS'  
BUREAU, INC.



**DATE:** 10/16/2023  
**TITLE:** Renewal of Probation Contract – Strategic Priority #3 - Communication  
**PRESENTED BY:** Doug Parks, City Attorney

---

**AGENDA ITEM DESCRIPTION:**

Contract Renewal with Professional Probation Services, Inc.

---

**HISTORY/PAST ACTION:**

This provider has been a good performer for the City for several years now.

---

**FINANCIAL IMPACT:**

No financial impact to the City. The fees are paid by the defendants placed on probation. The fee schedule presented contains their first increase in five years but remains reasonable.

---

**RECOMMENDATION:**

Approval is recommended.

---

**SUGGESTED MOTIONS:**

Motion to approve to be made at the next regular council meeting.

---

**ATTACHMENTS:**

Renewal probation contract.

---

**STATE OF GEORGIA  
COUNTY OF LUMPKIN**

**CONTRACT FOR PROBATION SUPERVISION  
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Dahlonega, Georgia (hereinafter referred to as the "City") and Professional Probation Services, Inc. (hereinafter referred to as "PPSI"), upon the request and consent of the Chief Judge of the Dahlonega Municipal Court (hereinafter referred to as the "Court").

**WITNESSETH:**

WHEREAS, the City, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with PPSI with the consent of the Court, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the City with the approval of the Court; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by PPSI of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

**DESIGNATION BY THE CITY**

The City shall designate PPSI as the sole private entity to coordinate, provide, and direct probation and pre-trial programs and services to offenders sentenced by and under the jurisdiction of the Court.

**SCOPE OF SERVICES**

PPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the rules, standards, and qualifications as set forth by the Department of Community Supervision (DCS), and any subsequent changes, thereto, and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between PPSI and the City, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.
- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.

- E. Maintain individual files for each offender participating in PPSI's programs in accordance with DCS Board Rule 105-2-.14. The files will be maintained in a secured area, in a secure file cabinet, or electronically. PPSI shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.
- F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services in accordance with O.C.G.A. §42-8-108 and DCS Board Rule 105-2-.13.
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Contract and assure that PPSI is providing program services and maintaining records reflective of good business practice.
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.14.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice in accordance with DCS Board Rule 105-2-.14 and 105-2-.15. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost in accordance with O.C.G.A. §42-8-102.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. PPSI shall prioritize the collection of restitution before the collection of fines and probation fees pursuant to O.C.G.A. §17-14-8. PPSI shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).
- L. Submit a written report to the Court as frequently as the Court requires on the amount of Court fines, costs, fees, and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, fees, restitution, and other conviction related costs.
- M. Tender all Court fines and costs ordered and collected from offenders to the Court as frequently as the Court requires.
- N. Comply with all laws regarding confidentiality of offender records in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.09.
- O. Furnish a crime policy, fidelity bond, or letter of credit in the amount of not less than twenty-five thousand (\$25,000.00) dollars as surety for the satisfactory performance of the Contract.

- P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.
- Q. The Court shall assist PPSI in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for PPSI to conduct pre-sentence or probationer investigations as may be requested. PPSI may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.
- R. PPSI shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107 and DCS Board Rule 105-2-.09.
- S. PPSI shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1, O.C.G.A. §42-8-107, and DCS Board Rule 105-2-.10.
- T. PPSI staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107, DCS Board Rule 105-2-.09, and DCS Board Rule 105-2-.12.
- U. PPSI shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 250 probationers under Basic Supervision and no more than 50 probationers under Intensive Supervision. There are no caseload size limitations regarding pay-only cases.
- V. PPSI shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. PPSI will maintain records of community service participation and completion.
- W. PPSI shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. PPSI shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. PPSI shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.
- X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103 and §42-8-103.1.

- Z. PPSI shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Court. PPSI shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court's Judicial Procedures.

### **PRETRIAL INTERVENTION AND DIVERSION PROGRAM**

In accordance with O.C.G.A. §15-18-80, the prosecuting attorney of the Dahlonega Municipal Court is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the Solicitor and with the advice and express written consent of the Solicitor, the City designates PPSI as the private entity to be used for the purpose of monitoring program participants' compliance with the Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the City, but by the program participants. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the Solicitor

### **PERIOD OF SERVICE**

The performance of the aforementioned services shall commence on the 1<sup>st</sup> day of January, 2024, and shall continue with a specific expiration date of the 31<sup>st</sup> day of December, 2024. The contract shall automatically renew for specific one-year terms on January 1<sup>st</sup> each year, thereafter, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party not less than sixty (60) days prior to the current term's expiration, in accordance with O.C.G.A. §36-60-13. Said automatic renewals shall continue for a maximum period of four (4) years. The contract shall absolutely terminate on December 31, 2028. Notwithstanding anything herein, this contract may be terminated by either party without cause upon giving a sixty (60) day written notice to the other of its intention to do so.

### **PAYMENTS FOR SERVICES**

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the City.

### **DEFICIENCIES IN SERVICE, TERMINATION**

In the event the City determines there are deficiencies in the service and work provided by PPSI, the City shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract. If PPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the City may declare PPSI in default and this Contract shall be declared terminated upon receipt by PPSI of notice thereof. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

## DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, where the City is the complaining party, each such question shall be submitted to the Chief Judge of the Dahlonega Municipal Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Chief Judge of the Lumpkin County Superior Court, or his/her designee, shall be asked to resolve the issues presented.

## TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days' prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the City may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The City shall provide PPSI with a written receipt of those items over which the City assumes exclusive control. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City, or seek monetary damages as its remedy in a court of competent jurisdiction.

## RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

## ACCESS TO BOOKS AND RECORDS

The City's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years, in accordance with O.C.G.A. §42-8-108, DCS Board Rule 105-2-.14, and DCS Board Rule 105-2-.19.

## INSURANCE

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

Workers' Compensation	- Statutory
Bodily Injury Liability	- \$ 100,000 each accident
	- \$ 500,000 each occurrence
General Liability	- \$1,000,000 each occurrence
Personal & Advertising Injury	- \$1,000,000 each occurrence
Professional Liability	- \$1,000,000 each occurrence



**INDEMNIFICATION/HOLD HARMLESS**

With regard to the work to be performed by PPSI, neither the Court nor the City shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any negligent act or omission of PPSI, its employees, agents, or participants in the performance of services conducted on behalf of the City. In addition, PPSI agrees to indemnify and hold harmless the Court and the City, their officials, employees, agents, or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents, or representatives. Further, the City is to be named as an additional named insured on PPSI's liability insurance policies.

**ASSIGNMENT**

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the City and Court. Consent, however, shall not be unreasonably withheld.

**VALIDITY**

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

**NOTICE**

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the City :                   The City of Dahlonega  
  465 Riley Road  
  Dahlonega, GA 305333  
  Attn: Allison Martin, City Manager

As to PPSI:                       Professional Probation Services, Inc.  
  327 S. Hill Street, Building A  
  Buford, Georgia 30518  
  Attn: Keith Ward, CEO

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

**ENTIRE AGREEMENT**

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the City and PPSI.

In witness whereof, the parties here to have executed this agreement on the day first above written.

**THE CITY OF DAHLONEGA**

**PROFESSIONAL PROBATION SERVICES, INC.**

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

\_\_\_\_\_  
Keith Ward, CEO

**APPROVED BY THE DAHLONEGA MUNICIPAL COURT**

\_\_\_\_\_  
Hammond Law, Chief Judge

\_\_\_\_\_  
J. Douglas Parks, Solicitor

**APPROVED BY THE CITY ATTORNEY AS TO FORM:**

\_\_\_\_\_  
J. Douglas Parks, City Attorney



# City Council Agenda Memo

---

**DATE:** October 9, 2023  
**TITLE:** Contract Renewal - Jarrard Water Services (JWS) – Strategic Priority #1 - Infrastructure  
**PRESENTED BY:** Allison Martin, City Manager

---

**AGENDA ITEM DESCRIPTION:**

Approval of contract renewal over \$50,000

---

**HISTORY/PAST ACTION:**

Jarrard Water Services (John Jarrard's company) has provided part-time consulting services to the water and wastewater departments of the City since January 1, 2020. A base one-year contract was extended in 2022 for another fiscal year in the amount of \$4,458 paid per month, or \$53,496.

---

**FINANCIAL IMPACT:**

Already approved budgeted item – no additional impact. No additional staff was hired to replace John's full-time position. The contract renewal is presented with a 3% increase to \$4,592 or \$55,101.

---

**RECOMMENDATION:**

Approve the accompanying contract renewal. There is a bona fide need for John's continued work for the City. John's involvement is material to ongoing discussions regarding increasing water sales, future capital projects, shifts John covers for vacations and illness of staff, and ongoing mentoring he provides to water and wastewater plant staff.

---

**SUGGESTED MOTIONS:**

n/a

---

**ATTACHMENTS:**

JWS Contract 2023 FY24

---

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, to be effective October 1, 2023 ("Effective Date"), by and between the City of Dahlonega ("City") and Jarrard Water Services, Inc., located at 12 Jarrard Drive, Dahlonega, Georgia 30533 ("Service Provider").

WHEREAS, the City wishes to obtain the professional services of the Service Provider, and;

WHEREAS, the Service Provider has the knowledge, skill, and capability to perform such services for the City.

NOW THEREFORE, in consideration of the foregoing, the parties, intending to be legally bound, hereby agree to the following:

1. Services. The Service Provider is hereby retained by the City. The Service Provider agrees to provide the services set forth in Exhibit A attached hereto and incorporated herein by this reference (the "Services").
2. Services Requirements. Service Provider agrees to use sound and professional principles and practices in accordance with normally accepted industry standards in rendering Services hereunder, and Service Provider further agrees that performance shall reflect the best professional knowledge, skill, and judgment of Service Provider. Service Provider shall furnish competent personnel for the fulfillment of its obligations. If the City deems Service Provider personnel unsatisfactory to perform Service due to a failure by such personnel to comply with the terms and conditions imposed on Service Provider as set forth herein, such personnel shall be removed immediately.
3. Payment. The City agrees to pay the Service Provider monthly at \$4,592, for Services completed in accordance with the terms of this Agreement. Service Provider shall not incur or charge the City any other fees or expenses without the prior written authorization of the City. Performance beyond the limitations set forth in this Agreement (either financial or time) shall be at the sole risk and responsibility of the Service Provider, and the City shall not be obligated to pay for Services exceeding the funding or contract period of this Agreement.

4. Insurance. Insurance requirements are specified in Exhibit A attached hereto.
5. Licenses. License requirements are specified in exhibit A attached hereto.
6. Term. The term of this Agreement shall commence on the Effective Date and expire at the end of the City's fiscal year (September 30), unless this Agreement is otherwise extended. Service Provider may terminate this agreement by providing thirty (30) days' written notice to the other party.
7. Restriction on Competing Activities. During the term of this Agreement and continuing during any renewal of this Agreement, Service Provider shall not engage in consulting and advisory services for any entities operating a water or wastewater system within twenty miles of the current City of Dahlonega water treatment plant without providing a minimum thirty days' notice to and obtaining the subsequent written consent of the City of Dahlonega. Excepted from this prohibition is the existing contract between the Service Provider and the U.S. Army installation commonly known as Camp Merrill or the Ranger Camp.
8. Annual Increase. Should there be no change to the Scope of Work, the Service Provider shall be entitled to an increase in the monthly rate for services provided in an amount not to exceed the percentage of funds set aside to provide compensation increases to City employees in the Fiscal Year the contract, or extension, is in force.
9. Entire Agreement. This Agreement, including the exhibit attached hereto, represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous written or oral agreements and all other communications between the parties relating to these Services to be rendered hereunder. Any additional, deletions or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties. In the event of any contradictory provisions between this agreement and the terms of any Exhibit hereto or any purchase order or other documents issued by the City or Service Provider in connection herewith, the terms set forth in the body of this Agreement shall prevail.
10. Severability. The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

[EXECUTION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Professional Services Agreement has been duly executed by the authorized representatives of the parties hereto as of the date first set forth above.

THE CITY OF DAHLONEGA

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

Name: Allison Martin

Title: City Manager

JARRARD WATER SERVICES, INC.

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

Name: John A. Jarrard

Title: CFO, CEO & Secretary

APPROVED AS TO FORM:

REVIEWED BY:

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

Name: J. Douglas Parks

Title: City Attorney

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

Name: JoAnne Taylor

Title: Mayor

## **EXHIBIT A SERVICES**

### **1. Scope of Services**

- Provide management services to the City as to City departments numbered 32, 35, 37, and 38, for the existing water and wastewater plant operations.
- Provide a biweekly status review of the plant operations.
- Provide project management services for new capital improvements and repairs of existing facilities.
- Provide onsite training for supervisors and operators.
- Collect historic operations data, plant drawings, and previous reports and correspondence.
- Generate Meeting Agenda documentation for City elected officials and staff and prepare government reporting documents.
- Meet with City staff to discuss and agree to the projected demands and to identify the City's desire to plan for growth including additional "reserve capacity" to facilitate other unspecified further growth.
- Conduct on-site meetings to gather additional information and review how the plant is currently operated and make recommendations on how to improve efficiency with either operational changes and renovations or with new improvements.

### **2. Insurance Requirements:**

- General Liability (\$1,000,000 Minimum per accident)
- Professional Errors and Omissions (\$1,000,000 minimum per accident)
- Automotive (\$100,000 minimum)
- Worker's Compensation (\$500,000) if required. Owner of JWS not covered under Worker's Compensation.

### **3. License Requirements:**

- Georgia Class 1 Water Treatment License
- Georgia Class 1 Wastewater Treatment License
- Georgia Driver's License (Class "C" minimum requirement)



# Public Notice 2024

Notice is hereby given that the Dahlonge City Council will hold the Regular Council Meeting on the first Monday of each month at 6:00 p.m. except for January, September, and October. The month of January will be held on Tuesday due to a State Holiday observance by Chief Judge Raymond E. George. July and September will be held on alternate dates due to a holiday.

- Tuesday, January 2, 2024
- Monday, February 5, 2024
- Monday, March 4, 2024
- Monday, April 1, 2024
- Monday, May 6, 2024
- Monday, June 3, 2024
- Monday, July 8, 2024 – 4<sup>th</sup> of July
- Monday, August 5, 2024
- Tuesday, September 3, 2024 – Labor Day
- Monday, October 7, 2024
- Monday, November 4, 2024
- Monday, December 2, 2024

The City of Dahlonge **Downtown Development Authority's** regular meetings are held on the first Thursday of each month at 8:30 a.m. The July meeting will be on the 2<sup>nd</sup> Thursday of that month. The meetings for the Downtown Development Authority:

- Thursday, January 4, 2024
- Thursday, February 1, 2024
- Thursday, March 7, 224
- Thursday, April 4, 2024
- Thursday, May 2, 2024
- Thursday, June 6, 2024
- Thursday, July 11, 2024 – 4<sup>th</sup> of July
- Thursday, August 1, 2024
- Thursday, September 5, 2024
- Thursday, October 3, 2024
- Thursday, November 7, 2024
- Thursday, December 5, 2024

The City of Dahlonge **Historic Preservation Commission** Work Session is held on the second Wednesday of each month. Regular meetings are held on the fourth Monday of each month; both are held at 6:00 p.m., and exception dates are underlined. The meeting dates for the Historic Preservation Commission 2024 are listed below.

<b>Work Session</b>	<b>Regular Meetings</b>
* Wednesday, January 10 <sup>th</sup>	Monday, January 22 <sup>nd</sup>
* Wednesday, February 14 <sup>th</sup>	Monday, February 26 <sup>th</sup>
* Wednesday, March 13 <sup>th</sup>	Monday, March 25 <sup>th</sup>
* Wednesday, April 10 <sup>th</sup>	Monday, April 22 <sup>nd</sup>
* Wednesday, May 8 <sup>th</sup>	Monday, May 27 <sup>th</sup>
* Wednesday, June 12 <sup>th</sup>	Monday, June 24 <sup>th</sup>
* Wednesday, July 10 <sup>th</sup>	Monday, July 22 <sup>nd</sup>
* Wednesday, August 14 <sup>th</sup>	Monday, August 26 <sup>th</sup>
* Wednesday, September 11 <sup>th</sup>	Monday, September 23 <sup>rd</sup>
* Wednesday, October 9 <sup>th</sup>	Monday, October 28 <sup>th</sup>
* Wednesday, November 13 <sup>th</sup>	Monday, November 25 <sup>th</sup>
* Wednesday, December 11 <sup>th</sup>	<u>Monday, December 16<sup>th</sup></u>

The Dahlonge City Council will hold a Work Session on the third Monday of each month at 4:00 p.m. Due to a holiday, the January and July Work Sessions will be held on alternate dates. The Work Sessions are open meetings. However, there will be no designated time for public comment. The meetings for the Work Session:

- Tuesday, January 16, 2024- Martin Luther King
- Monday, February 19, 2024
- Monday, March 18, 2024
- Monday, April 15, 2024
- Monday, May 20, 2024
- Monday, June 17, 2024
- Monday, July 22, 2024 – 4<sup>th</sup> of July
- Monday, August 19, 2024
- Monday, September 16, 2024
- Monday, October 21, 2024
- Monday, November 18, 2024
- Monday, December 16, 2024

The City of Dahlonge **Planning Commission's** regular meetings are held on the first Tuesday of each month at 6:00 p.m. February, May, October, and November will be held the following Wednesday. The meetings for the Planning Commission:

- Tuesday, January 2, 2024
- Wednesday, February 7, 2024
- Tuesday, March 7, 2024
- Tuesday, April 2, 2024
- Wednesday, May 8, 2024
- Tuesday, June 4, 2024
- Tuesday, July 2, 2024
- Tuesday, August 6, 2024
- Tuesday, September 3, 2024
- Wednesday, October 9, 2024
- Wednesday, November 6, 2024- Election
- Tuesday, December 5, 2024

- ❖ The Regular Council meetings are open public meetings and will have a designated time for public comments.
- ❖ The City Council may meet in Executive Sessions, closed to the public, as part of Regular and Special Called meetings to discuss specific real estate, personnel, and legal matters limited by law. Final actions from Executive Sessions occur in open meetings.
- ❖ Special called meetings of the Council, the Board of Zoning Appeals, Downtown Development Authority, Planning Commission, and Historic Preservation Commission may be called as needed and require separate advance notice.
- ❖ Cancellations of any of the meetings mentioned above will be posted on the City of Dahlonge website, [www.dahlonge.gov](http://www.dahlonge.gov), and outside the front door of City Hall and sent to the Dahlonge Nugget.





# CITY OF DAHLONEGA Council Meeting Minutes

October 02, 2023, 6:00 PM

Gary McCullough Chambers, Dahlongega 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 – Dahlongega will be the most welcoming, thriving, and inspiring community in North Georgia

Mission Statement - Dahlongega, 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.

---

## CALL TO ORDER AND WELCOME

Mayor Taylor called to order the City Council Meeting of October 2, 2023, at 6:00 p.m.

Mayor Taylor welcomed everyone to the meeting and informed the audience that topics discussed at the recent Work Session would be up for approval tonight.

## PRESENT

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

## PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Talyor led the prayer, and Councilmember Larson led the Pledge of Allegiance.

## APPROVAL OF AGENDA

Mayor Taylor informed the audience that the Council approved the updated vision statement and mission statement that was recently developed as a result of the collaboration with the Council and Staff during a retreat in Canton a few months ago. She thanked the City staff for making those changes and seeking approval from the Council.

Mayor Taylor called for a motion to approve the agenda and move two items to the council meeting in the November meeting. Cemetery Committee Recognition is well deserved, but none could be there tonight, so we will wait until they arrive. That second item is the Cemetery Committee Annual Report. With those two changes, Mayor Taylor entertains a motion to approve the Agenda.

Councilmember Gaddis made a motion to approve the agenda with these changes, Seconded by Councilmember Bagley.

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

**PUBLIC COMMENT – PLEASE LIMIT TO THREE MINUTES**

Mayor Taylor opened the floor to public comments.

Mr. Gribben expressed his thoughts on the City of Dahlonaga.

Mayor Taylor thanked everyone for the public comment.

**APPROVAL OF MINUTES:**

- a. Council Meeting Minutes - September 5, 2023, Sarah Hunsinger, Assistant City Clerk
- b. City Council Work Session Minutes - September 18, 2023, Sarah Hunsinger, Assistant City Clerk

Mayor Taylor called for a motion to approve the minutes as presented.

Councilmember Larson recommended approval of the September 5th Council Meeting minutes and the Work Session Minutes on September 18th as presented, Seconded by Councilmember Reagin.

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

**APPOINTMENT, PROCLAMATION & RECOGNITION:**

1. Cemetery Committee Recognition, Mayor JoAnne Taylor

Mayor Taylor announced they will recognize the Cemetery Committee at the November meeting as they are working with students tonight in the cemetery,

**ANNOUNCEMENTS:** None

**CITY REPORTS:**

2. Financial Report - August 2023, Allison Martin, City Manager

Mayor Taylor announced that City Manager Martin is absent and will not be in the office for the rest of the week. She asks the council if they have any questions about the August 2023 Financial Report.

Mayor Taylor calls for a motion to accept the August 2023 financial report.

Councilmember Reagin made a motion to accept the financial report for August 2023, Seconded by Councilmember Gaddis.

Mayor Taylor commented that the City is in very good and stable financial shape. We have the tax revenues from the measures we typically use for measuring outside of tourism from pre-pandemic numbers. We are on a good trajectory from that standpoint. All the funds are balanced and well within budget with everything. She goes on to thank Assistant Finance Director Stafford and City Manager Martin.

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

3. Cemetery Committee Annual Report, Chris Worick, Chairman,

This item is moved to the November Council Meeting

**ORDINANCES AND RESOLUTIONS:** None

## CONTRACTS & AGREEMENTS:

### 4. 2024 Employee Benefits Program, Allison Martin, City Manager

Mayor Taylor introduces the Employee Benefits program by saying that it is that time of year when offering our employees enrollment in the benefits program is timely. She states that the council has seen all this at the Work Session. The final version is included here in the packet for tonight.

Mayor Taylor entertained a motion to approve the 2024 Employee Benefits Program.

Councilmember Shirley made a motion to approve the insurance renewal package offered by GMA and freeze employee contributions for FY2024, Seconded by Councilmember Larson.

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

### 5. Park Street Utility Project Award, Allison Martin, City Manager & Mark Buchanan, Director of Engineering

Mayor Taylor reminded everyone that the South Park Street portion is approval of the initial phase of that project and how we will fund it. She tells the council that if they had looked at the bid memo, there was an extensive choice of analysis of the particular forms we could contract to complete this complicated job.

Mayor Taylor called for a motion to approve the Park Street Utility Project Award.

Councilmember Gaddis made a motion to approve the award of Division I of the Park Street Utility Improvements Project to Strickland & Sons Pipeline in an amount not to exceed \$4,950,000, Seconded by Councilmember Larson.

Councilmember Gaddis stated that this has been a topic of discussion during his tenure at the Council. Park Street is a critical piece of our infrastructure, and this project will upgrade this area in need.

Councilmember Ariemma stated Dhalonega is excellent, but we all inherited the problems, such as the infrastructure of these streets. He agrees that it needs to be replaced. He asked City Engineer Buchanan, who approved all the equipment prices.

Mayor Taylor stated that one of the more important aspects of this project is that the infrastructure under that street is over one hundred years old, which is hazardous. Most importantly, it will complete a loop for water distribution, allowing better fire pressure at every hydrant. This makes it much more efficient.

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

### 6. Intergovernmental Service Agreement – Downtown Development Authority, Allison Martin, Finance Director

Mayor Taylor says this is a standard agreement we have had with the DDA, which helps them operate and keeps funding their department for our downtown area to maintain its beauty.

Mayor Taylor requests a motion to approve the Intergovernmental Service Agreement for the Downtown Development Authority.

Councilmember Bagley made a motion to approve the Intergovernmental Service

Agreement with the Downtown Development Authority for FY2024 and fund its budget from general fund revenue (\$100,000) and hotel/motel tax collections (\$84,875),  
Seconded by Councilmember Shirley.

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

7. IGA – Lumpkin County & City of Dahlonega Fueling Station Amendment, Allison Martin, City Manager

Mayor Taylor states that this IGA was discussed at our Work Session. This is an Intergovernmental Agreement regarding the fueling station with Lumpkin County and the City of Dahlonega. It is just an amendment to the agreement that we already have in place for a particular type of fuel called DEF, which is very expensive, and we will be sharing the burden of cost with the county.

Mayor Taylor entertains a motion to approve the IGA Lumpkin County & City of Dahlonega Fueling Station Amendment.

Councilmember Reagin made a motion to approve the amendment of the IGA between Lumpkin County and the City of Dahlonega for the use of the Fueling Station, Seconded by Councilmember Gaddis.

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

8. UCBI Banking Service Contract Renewal, Kimberly Stafford, Finance Director

Mayor Taylor stated City Manager Martin discussed this at the Work Session, and the staff has done a lot of work looking for the best offer to allow the City to keep a local bank.

Mayor Taylor entertained a motion to approve the UCBI Banking Service Contract Renewal.

Councilmember Larson made a motion to approve the contract renewal for banking services with UCBI, Seconded by Councilmember Bagley.

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

#### OTHER ITEMS:

9. Dahlonega Food and Gas INC dba/Gulf Food Mart - Retail Alcoholic Beverage License, Mary Csukas, City Clerk & Doug Parks, City Attorney

The City Attorney Parks states this was discussed briefly at the Work Session. It is an ownership change, and everything else remains the same. Everything is in order, and he recommends approval.

Mayor Taylor calls for a motion to approve the Dahlonega Food and Gas INC dba/Gulf Food Mart - Retail Alcoholic Beverage License.

Councilmember Gaddis made a motion to approve a Class B Retail Beer Package License and a Class C Retail Wine Package License for a store up to 10,000 square feet for Dahlonega Food and Gas INC dba/Gulf Food Mart, Seconded by Councilmember Reagin.

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

## COMMENTS – PLEASE LIMIT TO THREE MINUTES

Ms. Csukas reminded everyone that the Alcohol Consumption on the Premises Licenses will be renewed in October. The final day will be October 31st. There is a memo on our website.

City Attorney Parks had no comments.

City Council -

Councilmember Larson thanked the Mayor for the efficiency of this meeting.

Councilmember Gaddis had no comments.

Councilmember Ariemma had no comments.

Councilmember Reagin made no comment.

Councilmember Shirley reminded everyone of the last First Friday Concert of the season.

Councilmember Bagley said he cannot believe it is already October, and it is a very exciting time to be in Dahlonega. Job well done so far to the Lumpkin County High School Football Team. The excitement around the program is amazing. He stated that he had just toured the new elementary school and how amazing it was. He is also very excited about the Gold Rush.

Mayor Comments -

Mayor Taylor had no further comments.

## ADJOURNMENT

Mayor Taylor called for a motion to adjourn the meeting at 6:21 P.M.

Motion made by Councilmember Larson, Seconded by Councilmember Reagin.

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