



## CITY OF DAHLONEGA

Council Work Session Agenda – Amended 12.16.2020 at 2:18 p.m.

December 21, 2020 4:00 PM

Gary McCullough Council Chambers, Dahlonega City Hall

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

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### OPEN MEETING

#### BOARDS & COMMITTEES:

- [1.](#) Cemetery Report November 2020, Chris Worick, Dahlonega Cemetery Committee Chairman
- [2.](#) Main Street - November 2020, Lucas Cheney, Event Coordinator

#### TOURISM:

- [3.](#) Tourism - November 2020, Sam McDuffie, Tourism Director

#### DEPARTMENT REPORTS:

- [4.](#) Community Development – November 2020, Kevin Herrit, Director
- [5.](#) Financial Services – November 2020, Melody Marlowe, Finance Director
- [6.](#) Public Works – November 2020, Mark Buchanan, PW Director/City Engineer
- [7.](#) Water & Wastewater Treatment November 2020, John Jarrard, Water/Wastewater Treatment Director

#### ITEMS FOR DISCUSSION:

- [8.](#) Susie Dekrone Farris Memorial Swing & Plaque  
Mark Buchanan & Family of Susie Farris
- [9.](#) Ordinance 2020-34, Columbarium/Ossuarium Sales  
Mark Buchanan, Public Works
- [10.](#) Wimpy Mill Pedestrian Bridge TSPLOST Funding  
Mark Buchanan, Public Works
- [11.](#) Street Department Excavator Purchase  
Troy Armstrong, Streets, Parks & Cemeteries Supervisor
- [12.](#) Dark Skies Ordinance 2020-31  
Bill Schmid, City Manager
- [13.](#) 2021 Agreement for Tourism Development Services  
Bill Schmid, City Manager
- [14.](#) Solid Waste Exemption Procedure  
Mark Buchanan, Public Works

#### COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

#### ADJOURNMENT



## CEMETERY REPORT

### CITY OF DAHLONEGA DEPARTMENT REPORT

12/21/2020

Report Title: Cemetery Report November 2020  
Report Highlight: Confederate Civil War Headstones procured by Terry Grizzle for Mount Hope.  
Name and Title: Chris Worick, Dahlongega Cemetery Committee Chairman

#### Recently Completed:

- Several headstones have been re-erected that had fallen over or were in danger of falling thanks to the help of the UNG Appalachian Studies Class.
- Terry Grizzle of the Cemetery Committee applied for and received headstones for McDuffie and John Balis Moore, both Confederate Veterans of the Civil War. They are interred in Mount Hope and have never had a permanent headstone.



Underway:

- UNG Appalachian Studies students are assisting in cleaning and repairing headstones in Mt. Hope as part of their fall semester assignment.





CLICK TO SELECT A DEPARTMENT.

## CITY OF DAHLONEGA DEPARTMENT REPORT

CLICK OR TAP TO ENTER A DATE.

Report Title: Main Street - November 2020  
Report Highlight: Holiday Season in Dahlonaga  
Name and Title: Lucas Cheney, Event Coordinator

### Recently Completed:

- Old Fashioned Christmas Festival of Trees and Christmas Concert was held on December 5, 2020 in Hancock Park featuring Radford Windham and Step Back Cadillac.
- Old Fashioned Christmas Parade was held on December 12, 2020 throughout the Dahlonaga Square.
- Annual NGHS Love Light Tree event was held in Hancock Park but was attended virtually.

### Underway:

- The Dahlonaga First Night New Years Eve Celebration event is scheduled for December 31, 2020.
  - The south parking lot of the Dahlonaga Square will be blocked for the event including the nugget drop.
  - Children's countdown drop will be held at 8:45pm.
  - Regular countdown drop will be held at midnight.
- Dahlonaga United Methodist Church will be hosting a Christmas Eve service in Hancock Park on December 24, 2020.
  - Event has been moved earlier in the day to accommodate for weather and COVID safety.

### Near Term:

- Dahlonaga Main Street and DDA are currently in the process of hiring a DDA/Main Street Assistant.
  - Assistant will help in the scheduling of events and compliance with Main Street USA requirements.
  - Early January Start Date.
- Downtown Dahlonaga Event Applications are going to be adjusted to meet the needs of the department and the public.
  - Hancock Park Rental, Special Event, and Parade/5k applications will be formatted into one application with separate agendas.



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## COMMUNITY DEVELOPMENT

### CITY OF DAHLONEGA DEPARTMENT REPORT

11/1/2020

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Report Title: Community Development – November 2020

Report Highlight: Community Development will be applying for a grant from DCA for Historic Preservation Commission to conduct a historic survey of the district.

Name and Title: Kevin Herrit, Director

#### Recently Completed:

- Completed Update to HPC Guideline to allow for Staff Approval. HPC has asked for some changes to the proposed Staff Approval to review at their January Meeting.
- Adding tree removal permit and Rezoning application to the online permitting site.
- Created an online parking permit application for the City.

#### Underway:

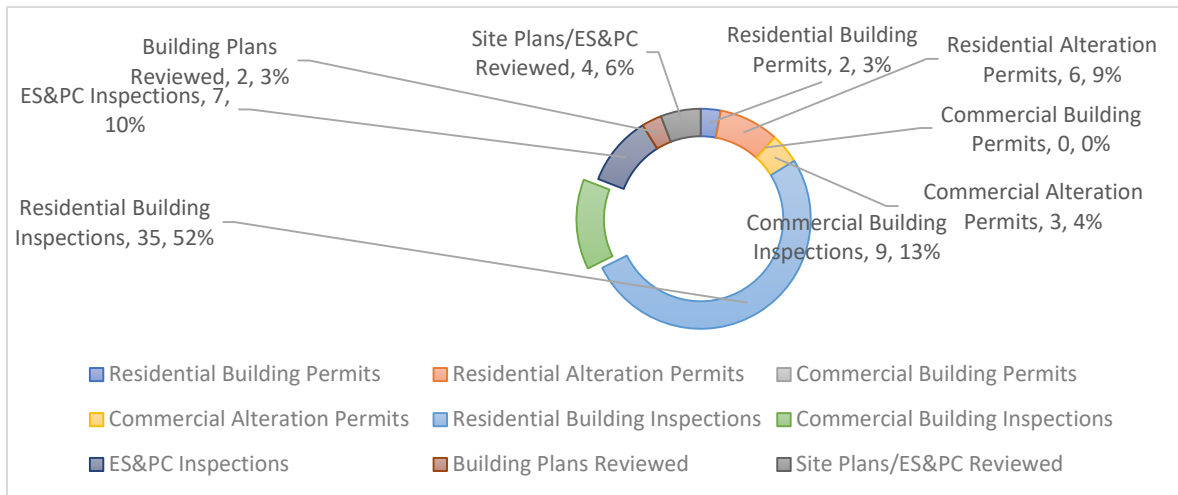
- Reviewing parcels within the city limits to determine if they are currently on the Tax Assessors data base for the city. This will coincide with the City Clerk's determination of addresses for voting purposes.
- Creating an application for special events permit from the draft version passed by council for online permitting.
- Working on an application process for Tap Fees within the OpenGov online permitting system.
- Sending out notices for OTC's for 2021.

#### Development Projects:

- 40 East Main Street – Finishing minor interior work and outside sidewalks.
- Apartments located off of Vickery have obtained a full LDP.
- The Laurel development has been issued TCO for the first three buildings. The rear two buildings are finishing up interior work. Final Plat has been approved and CO's will follow for the entire development after all Silt fence has been removed and complete soil coverage has been verified.

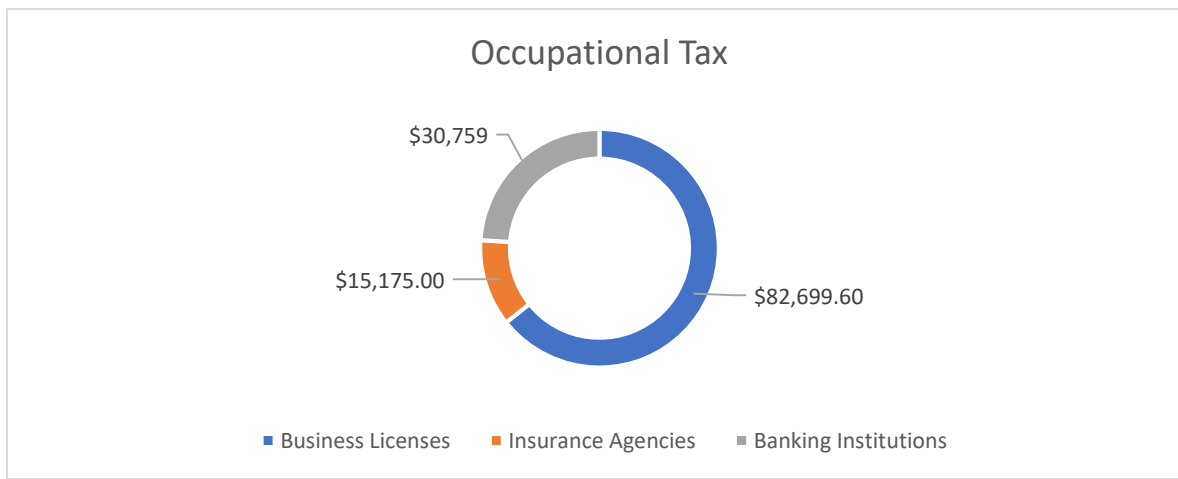


**Monthly Operations Report:**



**Occupational Tax Certificates:**

- To date, Community Development Department has received 406 of the 421 Occupational Tax (Business Licenses) Renewals for 2020 (not including Insurance). 309 Insurance business licenses have responded for 2020. Six of the six banks have submitted their Occupational tax renewals. All renewals notices have been sent out to business owners. 1<sup>st</sup> round of late notices have been sent out in March.



**New Businesses:**

- Green’s Simply Clean Auto Detailing – 5 Ivy Wood Lane – [EMTFFGREEN@WINDSTREAM.NET](mailto:EMTFFGREEN@WINDSTREAM.NET)
- ML Dahlonga LLC. – 55 Mechanicsville Road – [DLITTLE3@MINDSPRING.COM](mailto:DLITTLE3@MINDSPRING.COM)

**Closed Businesses:**

- None



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## FINANCIAL SERVICES

### CITY OF DAHLONEGA DEPARTMENT REPORT

11/30/2020

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Report Title: Financial Services – November 2020

Report Highlight: Brittany Lee was promoted to the position of Finance Technician that was recently vacated. We will be hiring a replacement for the front-window customer service position.

Name and Title: Melody Marlowe, Finance Director

#### Recently Completed:

- Developed an information letter that was included with November utility bills to customers to explain the new stormwater fee that will be included on their January bill.

#### Underway:

- Prepare for FY2020 financial audit; file required year-end financial reports
- Organize a city-wide customer service training event
- Combine utility accounts for common billing addresses
- Assist as needed with implementation of stormwater utility fee
  - Setup utility billing software to accommodate new charge
  - Establish customer service processes and procedures
- Establish and setup Employee Portal on new software; implement and train employees on benefits and use
- Review finance record retention practices and organize file system

#### Near Term:

- Update financial policies
- Review and update City Personnel Policies
- Update purchasing policy to include a vendor preference provision
- Update employee evaluation forms and document procedures for employee review process
- Develop and implement employee meetings to provide appropriate training and update HR forms; promote employee education related to City retirement plans



# PUBLIC WORKS

## CITY OF DAHLONEGA DEPARTMENT REPORT

Oct-20

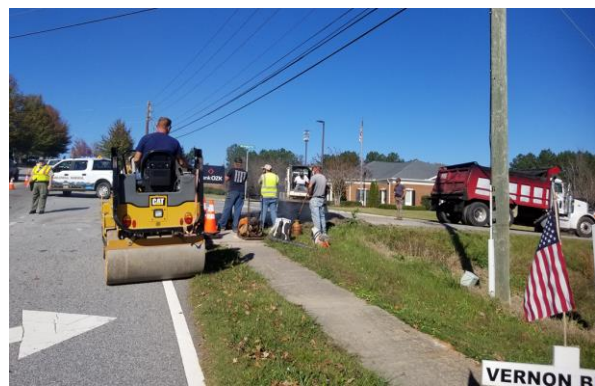
Report Title Public Works – November 2020

Report Highlight COVID-related measures laid out in last month's report continue. However, these tasks are now being performed by outside contractors, freeing up staff to focus on Public Works duties once again.

Name, Title: Mark Buchanan, PW Director/City Engineer

Recently Completed:

- Street surface repairs throughout the city, including the infamous damage at Morrison Moore/Mechanicsville. While this is not technically City responsibility, the work was performed in cooperation with GDOT for the good of City residents. In another cooperative effort, a section of Riley Road was resurfaced by private developers. The City also made repairs to Vickery Drive, widening the entrance.



- Executed the contract for Preliminary Engineering for the Morrison Moore Pedestrian Bridge. Design to begin soon.
- Construction of early phases/aspects of the Wimpy Mill Picnic Area expansion, kayak launch and pedestrian bridge. The parking lot has been expanded and bridge abutment construction is taking place now. Georgia Power should have begun utility line



relocation by the time of the 12/21 Council Work Session. The kayak dock will placement will occur near the end of the project.

- Installation of Horse Carriage Station on Warwick Street.



- Attended joint meeting with Lumpkin County leadership and staff regarding recreation opportunities around the reservoir.
- Continued cleanup related to Hurricane Zeta.
- Installed downtown Christmas lights, trees and other decorations.



- Began repairs following a disappointing act of vandalism to the Hancock Park All Abilities playground. Xylophone hammers have been replaced and a new sign is

currently being fabricated.



#### Underway:

- Design of a watermain extension along Morrison Moore Parkway between Chestatee Street and Calhoun Road.
- Modeling of the city's water delivery system in the downtown area.
- Coordination with GDOT and Lumpkin County officials regarding construction of the Hwy60/Oak Grove Road roundabout.
- Columbarium site preparation activities at Memorial Park Cemetery.
- Coordination of infrastructure construction efforts with contractors of Main Street Hotel.
- The City is exploring a partnership with UNG on a project that would provide a sidewalk/pedestrian trail along Morrison Moore Drive from Alumni Drive to South Chestatee.
- Stormwater Utility implementation preparation.
- Implementation of recently adopted solid waste ordinance.
- Creation of a heavily revised set of Development Regulations.

#### Near Term:

- Expected extension of Barlow Road sidewalk from bus barn to existing sidewalk by UNG.



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**WATER / WASTE WATER DEVELOPMENT**  
**CITY OF DAHLONEGA DEPARTMENT REPORT**  
Nov-20

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Report Title: Water & Wastewater Treatment November 2020

Report Highlight: Georgia Power completed the repairs on the Achasta Lift Station transformer. Because of terminal wiring in the initial installation of this transformer years ago, power had to be terminated to a large area of residents while the work was being completed. Operators have been busy winterizing equipment and structures in the distribution/collection system as well as the treatment facilities in preparation of a cold winter. Pricing for engineering services at the Barlow Lift Station and Wastewater Plants (capital projects) are under way and should be ready to present at the January Work Session.

Name, Title: John Jarrard, Water/Wastewater Treatment Director

Recently Completed:

- Georgia Power completed repairs to Achasta Lift Station Transformer
- Repaired VFD on Blower #2 at WWTP
- Changed love-joy coupling on permeate pump for Filter #2
- Acid washed chlorine generator
- Winterized PAC feeder and pressure transmitters at water tanks
- Repaired telemetric system at Wal-Mart Tank
- Pinned fibers on Rack #3 at WTP

Underway:

- Repairs to Portable Generator (Local Vendor)
- Updates to Risk Assessment/Emergency Response Plan
- Replacement of both Digester Aerators (Capital Project)
- Repairs to Crown Mountain Pump Station Pump #2
- Repairs to Heating/AC unit at Raw Intake Building
- Engineering/Rehab work proposal on Barlow LS from Turnipseed
- Master Plan proposal for WWTP from WK Dickson

Near Term

- Work with other City Departments to develop a Cross-Connection Control Program and Backflow Prevention Program.
- TTHM sampling
- Quarterly Dam Inspection
- Flygt Preventive Maintenance/Inspections of Lift Station
- Pallet Rack purchase/installation for water bottles
- UV disinfecting bulb replacement on all racks at WWTP





# CITY COUNCIL AGENDA REPORT

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**DATE:** November 17, 2020  
**TITLE:** Susie Dekrone Farris Memorial Swing & Plaque  
**PRESENTED BY:** Mark Buchanan & Family of Susie Farris

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## AGENDA ITEM DESCRIPTION:

The family of longtime Dahlongega resident Susie Farris wishes to memorialize her in some way around the reservoir where she spent many hours. Working with staff, a proposal for a swing similar to the one shown below with a memorial plaque is being brought forward. The swing will be placed at the Wimpy Mill Picnic Area facing down the channel parallel to Wimpy Mill Road. The plaque will simply read In Memory of Susie Dekrone Farris (Birth Year – Passing Year). The cost to the city for purchase and installation of a swing and plaque is around \$2200.



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## HISTORY/PAST ACTION:

None.

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## FINANCIAL IMPACT:

Reduction of the city's outlay for the swing from roughly \$2200 to \$1100.

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**RECOMMENDATION:**

Staff recommends approval of the memorial as described following payment of \$1100. This puts 50% of the burden on the family making the request and the remaining 50% burden on the City. The City will commit to installation during the Wimpy Mill Picnic Area enlargement (currently ongoing) and it will remain with the swing as long as it is in place.

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**SUGGESTED MOTIONS:**

...motion to approve the installation of the swing with memorial plaque as described and shown following receipt of \$1100 from a representative of the friends and family of Susie Dekrone Farris.

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**ATTACHMENTS:**

None.

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# RESOLUTIONS & ORDINANCES

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**DATE:** December 21, 2020  
**TITLE:** Ordinance 2020-34, Columbarium/Ossuarium Sales  
**PRESENTED BY:** Mark Buchanan, Public Works

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## **AGENDA ITEM DESCRIPTION:**

The attached ordinance and supporting information describes the means and methods by which the City will manage the proposed columbarium in Memorial Park Cemetery and perform the sale of niches and ossuarium space.

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## **HISTORY/PAST ACTION:**

This item has been discussed at multiple meetings and informal approval to begin creation of this ordinance was suggested during the October City Council Work Session.

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## **FINANCIAL IMPACT:**

The columbarium purchase was a budgeted item and delivery is imminent. Potential gross revenues from the columbarium, providing approval of this ordinance, may eclipse \$200,000.

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## **RECOMMENDATION:**

Approval of adoption of Ordinance 2020-34.

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## **SUGGESTED MOTIONS:**

...motion to approve adoption of Ordinance 2020-34.

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## **ATTACHMENTS:**

Ordinance 2020-34

Current pricing strategy (This is NOT a permanent or formal addition to the ordinance.)

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**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF DAHLONEGA, GEORGIA, AT CHAPTER 10: CEMETERIES, TO ADD SECTION 10-88: COLUMBARIUM REGULATIONS:**

Short title: "An ordinance to provide for columbarium regulations."

WHEREAS, the City Council of Dahlonega, Georgia desires to add a columbarium to Memorial Park Cemetery in the City of Dahlonega and provide regulations for the columbarium.

NOW, THEREFORE, be it ordained, and it is so ordained by the authority of the City Council of Dahlonega, that Chapter 10 be amended to include a new Section 10-88 to read as follows:

Sec. 10-88. – Regulations regarding columbarium.

The City does hereby establish the following rules and guidelines regarding any columbarium located in Memorial Park Cemetery:

- (1) *Transfer of ownership.* Transfer of ownership will only be allowed with written confirmation of the City of Dahlonega.
- (2) *Upkeep of columbarium.* The City of Dahlonega shall be solely responsible for the upkeep of the columbarium. The City of Dahlonega is not responsible or liable for theft or damage to the contents of the columbarium.
- (3) *Key possession and use of niche.* Possession of the key to unlock each burial niche within the columbarium will be held by the City of Dahlonega. The provisions regarding the use of a niche shall be incorporated within the document transferring title to the niche.
- (4) *Transfer documents.* The document relating to transfer of a burial niche shall be as prescribed by the City of Dahlonega.
- (5) *Opening of burial niches.* A burial niche may only be unlocked or opened for interring cremains or upon the permanent removal of cremains before sealing. A niche may be opened up to two times. Any necessary reopening of a niche will require payment of a fee established by mayor and council. Opening of a niche during weekend, holiday, or evening hours will cost an additional fee of one hundred dollars (\$100).
- (6) *Interments.*
  - (a) No niche shall be used for the interment of cremains until all fees have been fully paid, including interment fees. The cemetery sexton (Public Works Director) or his or her agent will authorize placement of containers within a niche only after verification of payment of fees has been made.
  - (b) If the person(s) to be interred is not the owner, the owner must authorize the interment in writing and such authorization must be notarized.

(c) All interment requests shall be reviewed and approved by the cemetery sexton (Public Works Director) or his or her agent prior to the actual interment.

(7) *Disinterment.* Any cremains in the ossuary space cannot be removed under any circumstances. The removal of cremains from a columbarium niche shall comply strictly with the following provisions:

(a) The person(s) wishing to remove cremains must have a legal right to manage the cremains and must be next of kin.

(b) The person(s) wishing to remove cremains must provide acceptable proof of identity, as determined by the cemetery sexton (Public Works Director) or his or her agent.

(c) The request for removal of cremains must be approved by the surviving spouse of the decedent. If there is no surviving spouse, the removal of cremains must be approved by all of the living children of the decedent. If there are no living children, the removal of cremains must be approved by all living parents of the decedent. If there are no living parents, the removal of cremains must be approved by all living siblings of the decedent. In any case a notary public must confirm each individual signature.

(d) The request for cremains removal must be approved by the cemetery sexton (Public Works Director) or his or her agent before removal may occur.

(e) If satisfactory documentation is not provided to remove cremains, the cemetery sexton (Public Works Director) or his or her agent may deny the request for cremains removal. His or her decision will be final.

(f) The request for removal of cremains must be accompanied by the payment of all costs incurred by the City associated with cremains removal.

(g) The cemetery sexton (Public Works Director) or his or her agent shall amend the records to reflect the removal of the cremains.

(h) The applicant must indemnify and hold harmless the City of Dahlonega from any and all actions which may result from the disinterment.

(8) *Marking of niches and ossuary spaces.* All burial niches must be marked when cremains are interred. All markings shall be done through the City of Dahlonega in such manner as the City of Dahlonega shall prescribe. Limited inscription services shall be included in the cost of a niche. Included Inscription shall contain name, birthdate and death date only for a maximum of two (2) cremains per niche. Ossuary memorialization will be inscribed on the Memorial Band.

(9) *Cost.* The cost of a burial niche shall be based on the height of the niche sold and will be set by the City Council. Documentation of the sale shall be provided by the city attorney.

(10) *Use of niches.* A columbarium consists of niches for cremation interments only. No columbaria or ossuaries shall be used for any purpose other than the interment of human cremains (ashes). No personal items shall be allowed.

(11) *Columbaria Planting and Other Decorations.*

- (a) *Flower arrangements or memorials.* Following an inurnment in the columbaria, one flower arrangement or memorial may be left at the site of the niche in which the inurnment occurred for a duration not to exceed 72 hours, at which time the flower arrangement or memorial must be removed. Any flower arrangement or memorial left after 72 hours will be removed by City staff. At no time will any items be allowed to remain in the columbaria on a permanent or semi-permanent basis.
- (b) The City is not responsible for flower arrangement or memorial placed in the columbaria.

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.

(Reserved Section 10-89 --- 10-117)

Adopted and Ordained this \_\_\_ day of \_\_\_\_\_, 2020.

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

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



# PUBLIC WORKS

## Memorial Columbarium/Ossuarium Pricing

Columbarium installation should take place in the next 2-3 months. During that time, staff is preparing documentation for the sale of niches and ossuarium space. There are 80 niches that are sold individually and are capable of housing 1 or 2 sets of remains. Pricing is based on the height of the niche sold, with prices increasing from the bottom to the top. There are four levels of niches, A-D, starting at the bottom and indicated in the sales tracker below. Pricing for columbarium niches is as follows:

ROW D	\$1800
ROW C	\$1700
ROW B	\$1600
ROW A	\$1500

- Ossuarium rates will be set at \$450 for all interments.
- Limited inscription services will be included.
- Niche pricing includes up to 2 openings of the niche.
- Weekend/Holiday/Evening openings are an additional \$100.

SIMILAR EXAMPLE OF PROPOSED MEMORIAL PARK COLUMBARIUM





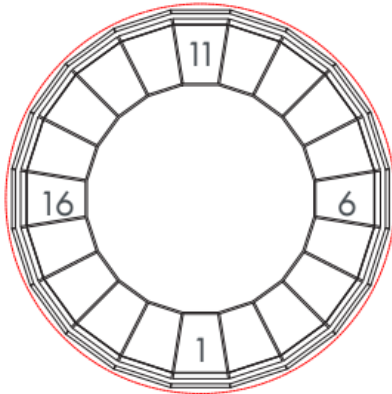
# Memorial Park Cemetery Dahlonaga, GA

Canterbury Ossuarium model  
80 total companion niches and 175 estimated ossuary spaces

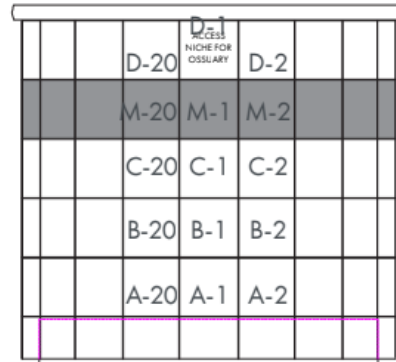


**EICKHOF®**

## Sales Map Layout



PLAN VIEW



ELEVATION

*Please note: the bronze numbers affixed on the top of the capstone correspond with this Sales Map Layout provided by Eickhof Columbaria. For example, bronze #1 is located on the capstone above the top row niche D-1. Niche D-2 is the top row niche just to the right of the top row niche D-1, etc.*

# Memorial Park Cemetery Dahlonaga, GA

Canterbury Ossuarium model

## Sales Map Layout

<b>D</b>	D-1	D-2	D-3	D-4	D-5	D-6	D-7	D-8	D-9	D-10	D-11	D-12	D-13	D-14	D-15	D-16	D-17	D-18	D-19	D-20
<b>M</b>	M-1	M-2	M-3	M-4	M-5	M-6	M-7	M-8	M-9	M-10	M-11	M-12	M-13	M-14	M-15	M-16	M-17	M-18	M-19	M-20
<b>C</b>	C-1	C-2	C-3	C-4	C-5	C-6	C-7	C-8	C-9	C-10	C-11	C-12	C-13	C-14	C-15	C-16	C-17	C-18	C-19	C-20
<b>B</b>	B-1	B-2	B-3	B-4	B-5	B-6	B-7	B-8	B-9	B-10	B-11	B-12	B-13	B-14	B-15	B-16	B-17	B-18	B-19	B-20
<b>A</b>	A-1	A-2	A-3	A-4	A-5	A-6	A-7	A-8	A-9	A-10	A-11	A-12	A-13	A-14	A-15	A-16	A-17	A-18	A-19	A-20
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20

*Please note: two (2) top row niches are used for access to the center ossuary vault. These are located on opposite sides of the model.*



# CITY COUNCIL AGENDA REPORT

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**DATE:** December 21, 2020  
**TITLE:** Wimpy Mill Pedestrian Bridge TSPLOST Funding  
**PRESENTED BY:** Mark Buchanan, Public Works

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## **AGENDA ITEM DESCRIPTION:**

Staff is requesting an increase in the Wimpy Mill Pedestrian Bridge budget from \$457,528 to \$482,528. This is an increase of \$25,000 or around 5.5%. The increase is needed to cover the cost of additional work not that were either not clearly indicated or quantified in design drawings. Staff would like to request the additional funds come from TSPLOST revenues and, therefore, dedicated only to TSPLOST eligible materials and tasks. Some of the additional tasks and materials that have been (or will be) incurred are:

- Additional concrete in the ADA parking area.
  - Additional retaining walls near the bridge abutments to eliminate future erosion.
  - Additional curb & gutter near abutments.
  - Reconfiguration of guardrail ends at vehicular bridge approaches.
- 

## **HISTORY/PAST ACTION:**

Earlier budget approvals totaling \$457,528 for various aspects of the project have occurred.

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## **FINANCIAL IMPACT:**

Use of \$25,000 of available and eligible TSPLOST funds.

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## **RECOMMENDATION:**

Approve the increase in budget of the Wimpy Mill Pedestrian Bridge by \$25,000 using TSPLOST revenues for eligible items.

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## **SUGGESTED MOTIONS:**

"...motion to approve an increase in the budget of the Wimpy Mill Pedestrian Bridge by \$25,000 using TSPLOST revenues for eligible items."

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## **ATTACHMENTS:**

List names of documents that are attached, in order of occurrence

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# CITY COUNCIL AGENDA REPORT

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**DATE:** November 18, 2020  
**TITLE:** Street Department Excavator Purchase  
**PRESENTED BY:** Troy Armstrong, Streets, Parks & Cemeteries Supervisor

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**AGENDA ITEM DESCRIPTION:**

Purchase of a Kubota KX040-4R3TP excavator with quick coupler and hydraulic thumb kit.

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**HISTORY/PAST ACTION:**

Item was budgeted during budget process.

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**FINANCIAL IMPACT:**

Budgeted amount is \$75,000. Purchase amount of excavator is \$57,297.48. The original configured price was nearly \$74,000 but using a NJPA Sourcewell discount resulted in the purchase amount shown.

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**RECOMMENDATION:**

Approve purchase of the Kubota excavator and attachments described from Nelson Tractor with a final invoice amount of \$57,297.48.

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**SUGGESTED MOTIONS:**

Motion to approve purchases as described.

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**ATTACHMENTS:**

Nelson Quote.

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GM - 062117, CE - 040319, AG - 021815  
 NJPA Arkansas 4600041718  
 NJPA Delaware GSS-17673  
 Nebraska 14777 (OC)  
 Mississippi (CE Only) 820036654

KX0404R3TP WEB QUOTE #1826483

Date: 11/5/2020 7:52:37 AM

-- Customer Information --

Armstrong, Troy  
 City of Dahlonga  
 tarmstrong@dahlonga.gov  
 706-973-1738

Quote Provided By  
 NELSON TRACTOR COMPANY, INC.  
 Caleb Bragg  
 2934 HWY 515  
 BLAIRSVILLE, GA 30512  
 email: caleb@nelsontractorco.com  
 phone: 7067452148

-- Standard Features --

-- Custom Options --



K Series KX040-4R3TP  
 \*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

**FEATURES**

Eco Plus System  
 Auto Idler  
 Rubber Track Model  
 ROPS/OPG (Top Guard, Level I) 4-Post Canopy or Air Conditioning Cab  
 Suspension Seat  
 Kubota 1 Hydraulic Pump Load Sensing System  
 1 Variable Displacement Pump  
 All Controls Hydraulic Pilot Controls  
 Two Operating Pattern Selection System  
 Accumulator  
 Digital Control Panel  
 Attachment Flow Presets, Service Alerts  
 Standard Front Dozer Blade w/ Float  
 Optional Float Angle Blade w/ Bolt-on Cutting Edge  
 360 Degree Full Rotation  
 70 Degree Left, 55 Degree Right Boom Swing  
 17.2 gpm Adjustable Auxiliary Hydraulics Port 1  
 Auxiliary Hydraulics Diverter Valve  
 9.8 gpm Adjustable Auxiliary Hydraulics Port 2 Option  
 Thumb Bracket and Relief Valves  
 Five Second Quick Preheat System  
 Key Switch Stop System  
 Half Pitch Rubber Tracks  
 Self Bleed Fuel System  
 Auto-Downshift Two Speed Travel System  
 Swivel Negative Brake  
 Travel Negative Brake  
 Third Line

**DIMENSIONS AND OPERATING WEIGHT**

KX040-4R3TP, Rubber Tracks, Air Conditioned ROPS/OPG (TOP GUARD, LEVEL I), Cab, 6-in-1 Dozer Blade, SP2  
 Overall Length 16' 8.1"  
 Overall Width 5' 6.9"  
 Overall Height 8' 1.8"  
 Operating Weight 9,195 lbs.\*  
 Ground Clearance 12.9"  
 \* Includes operator's weight, 175 lbs.

**OPERATIONAL DIMENSIONS**

Max Digging Depth 11' 2.7"  
 Max Digging Radius @ Ground Level 17' 9.0"  
 Max Vertical Digging Depth 7' 4.8"  
 Max Dumping Height 12' 9.5"

**DOZER BLADE DIMENSIONS**

Width 66.9"  
 Height 15.75"  
 Lift Above Ground 15.17"  
 Drop Below Ground 15.94"

**PERFORMANCE**

Digging Force @ Bucket (K7875) 9,535 lbs.  
 Digging Force @ Dipper Arm 4,112 lbs.  
 Travel Speed (Low) 1.8 mph  
 Travel Speed (High) 3.1 mph  
 Climbing Ability 36% / 20°  
 Lift Capacity 4,080 lbs.  
 Over Front  
 Blade Grounded  
 2.0 ft. Load Point Height  
 8.0 ft. Load radius

**ENGINE**

D1803 Kubota DI Turbo CRS  
 Tier 4 Diesel Engine  
 3 Cylinder, 4 Cycle  
 40.4 Net HP @ 2200 rpm

\* Includes operator's weight, 175 lbs.

KX0404R3TP Base Price: \$68,734.00

(1) 24" QUICK ATTACH TRENCHING BUCKET \$1,311.00  
 K7875A-24" QUICK ATTACH TRENCHING BUCKET

(1) QUICK COUPLER \$948.00  
 K7870A-QUICK COUPLER

(1) HYDRAULIC THUMB KIT \$2,683.00  
 K7910A-HYDRAULIC THUMB KIT

**Configured Price: \$73,676.00**

Sourcewell Discount: (\$17,682.24)

**SUBTOTAL: \$55,993.76**

Dealer Assembly: \$127.50

Freight Cost: \$635.00

PDI: \$250.00

77700-04754A RADIO KIT \$291.22

Total Unit Price: \$57,297.48

Quantity Ordered: 1

Final Sales Price: \$57,297.48

**Purchase Order Must Reflect the Final Sales Price**

To order, place your Purchase Order directly with the quoting dealer

\*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.47.13



# RESOLUTIONS & ORDINANCES

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**DATE:** December 9, 2020  
**TITLE:** Dark Skies Ordinance 2020-31  
**PRESENTED BY:** Bill Schmid, City Manager

---

**AGENDA ITEM DESCRIPTION:**

This ordinance establishes standards for outdoor lighting and glare in the City.

---

**HISTORY/PAST ACTION:**

Informal discussion by Council. Research by attorney and staff of other Dark Sky Ordinances in the state and country. The accompanying recommended ordinance is substantially based on one in use for several years in Athens-Clarke County. It seems to be neither too lenient nor too stringent and a good place for Dahlonega to start.

---

**FINANCIAL IMPACT:**

None.

---

**RECOMMENDATION:**

Adoption of Ordinance 2020-31 as provided.

---

**SUGGESTED MOTIONS:**

I move to approve adoption of Ordinance 2020-31 as written, or ...subject to the following changes: *(list them)*.

---

**ATTACHMENTS:**

Ordinance 2020-31

---



ORDINANCE 2020-31

**AN ORDINANCE TO ADD CHAPTER TWENTY-NINE, OUTDOOR LIGHTING AND GLARE STANDARDS TO THE CODE OF THE CITY OF DAHLONEGA, GEORGIA.**

Short title: "An ordinance to establish standards for outdoor-lighting and glare standards in the City."

WHEREAS, the City Council of Dahlonega, Georgia desires to promote public safety, nighttime vision, natural resource conservation, community values and aesthetics by establishing standards for the design and application of outdoor-lighting sources and fixtures for nighttime use; and

WHEREAS, to provide an effective date; and

WHEREAS, to repeal all ordinances and parts of ordinances in conflict herewith.

NOW, THEREFORE, be it ordained, and it is so ordained by the authority of the City Council of Dahlonega, that Chapter Twenty-Nine shall be added to read as follows:

CHAPTER 29. - OUTDOOR LIGHTING AND GLARE STANDARDS

Sec. 29-1. – Purpose.

The purpose of this Chapter is to promote public safety, nighttime vision, natural-resource conservation, community values and aesthetics by establishing standards for the design and application of outdoor-lighting sources and fixtures for nighttime use.

Accordingly, the specific regulatory objectives of this Chapter are as follows.

- A. Promote nighttime visibility by directing appropriate levels of illumination upon intended targets.
- B. Redress the disabling visual effects of glare and excessive illumination, and the extreme contrasts between brightly lighted areas and the lower ambient levels of adjacent areas.
- C. Limit light trespass across property lines, and its intrusive and devaluing effects upon nearby private and public property.
- D. Protect air and water quality, and conserve natural resources.
- E. Limit light pollution for the following purposes:
  - 1. Restore natural cycles of light and dark to the indigenous natural environment, thereby redressing a cause of impaired vegetative growth and wildlife habitat; and

2. Darken the night sky by reducing the unnecessary transmission of upward light—both directly from an unshielded light source and indirectly from ground-level reflections of excessive downward light.

F. Enhance public safety in public rights of way.

#### Sec. 29-2. - Definitions.

*Direct burial ground fixture:* Upward directed lighting assembly that is installed such that the lens or outermost portion of the fixture is flush with the grade of the ground or surrounding surface in which it is installed.

*Direct light:* Light or illumination emitted directly from a fixture's light source, including the lens and globes associated with the fixture.

*Fixture:* Complete lighting assembly consisting of a lamp or lamps, together with the parts designed to power, position, house, and protect the lamp; and other parts (such as a lens, reflector, or globe) which function together with the lamp as a light source to emit, control, direct, and disperse light. Not included is the support assembly (pole, arm, or mounting bracket) to which the lighting unit is attached. If multiple lighting units are attached to a common support assembly, each unit shall be considered to be an individual lighting fixture. A fixture with multiple lamps comprises only a single fixture.

*Footcandle:* Measure of illumination equivalent to one lumen produced uniformly on a surface of one square foot, as measured by a light meter.

*Glare:* Effect caused by light sufficiently greater than that to which the eye is readily adapted, such that annoyance, physical discomfort, or visual impairment is experienced by an observer.

*Lamp:* Component, tube, or bulb of a lighting fixture that produces the light. Multiple lamps within a single fixture are lumen-rated cumulatively as if a single lamp.

*Light pollution* is a general expression for any and all uncontained light, both directed and reflected, that increases ambient light.

*Light source:* the point of origin from which illumination emanates; usually a lamp.

*Light trespass:* Intrusion of direct light projected from one property or roadway onto another property or roadway.

*Lumen:* Unit of illumination measuring the rate at which a lamp emits light where one lumen per square foot is one footcandle.

*Outdoor lighting:* Illumination of an exterior area. Included are open air spaces which are under a roof or other cover and not fully enclosed, such as a canopy, pavilion, drive-through bay, or parking deck.

*Roadway:* Street, including the right-of-way, as defined elsewhere in Section 1-2 ("Street"), whether for public or private use.

#### Sec. 29-3. - Applicability.

- A. *New or altered installation.* Except as specified otherwise herein, the provisions of this Chapter shall apply to all affixed (non-mobile), outdoor lighting fixtures as follows:

1. Fixtures newly permitted and installed after the effective date of this chapter;
  2. Existing fixtures if electrically altered with respect to lamp type to provide an increase in wattage, temperature, or lumen output, or if structurally modified, replaced, repaired, or relocated after the effective date of this ordinance;
  3. All fixtures illegally installed at any time; and
  4. Any lighting, existing or new, must comply with this Chapter when proposed in association with additional structural or site improvement square footage added to an existing structure or site improvement that is greater than twenty-five percent of the existing building square footage for structural improvements or twenty-five percent of the existing site improvement square footage for site improvements.
- B. *Resumption of Use after Abandonment.* Non-Conforming Lots, Buildings and Uses, relating to abandonment or discontinued use of nonconforming uses and structures. All outdoor lighting on the site shall be reviewed and brought into compliance with this Chapter before use of the structure or its site is permitted to be resumed.

Sec. 29-4. - Outdoor lighting standards.

A. *Glare and directional control.*

1. *Full shielding required.* All outdoor lighting fixtures shall be horizontally cutoff or otherwise fully shielded, and shall comply with the terms of this Chapter with respect to lighting intensity, glare, and trespass, except as specified otherwise herein.
2. *Diffused-light exception in residential zones.* Full shielding to control glare and light trespass is not required in residential zones.

B. *Light trespass.* The following light-trespass standard shall apply to all outdoor fixtures not located within a public right-of-way. The standard can be achieved by means of fixture design, metal shielding, lamp type and lumen output, mounting height, location, or natural or constructed barriers on the subject property.

1. *Light-trespass standard.* Outdoor-lighting fixtures shall be shielded such that light of 1 footcandle or greater is not transmitted over the property line of the subject property by more than 10 feet in residential zones, by no more than 20 feet in any other zone, or to the wall of the nearest structure on the immediately adjacent property is located at a distance that is less than those listed in this section.

C. *Intensity of illumination.* Outdoor sites shall not be illuminated in excess of the standards for lighting levels specified in Table 1 below for specific zones and classes of use or application, measured in footcandle units and based upon the initial lumen-output rating of the fixture lamps. Compliance shall be demonstrated by detailed descriptions, specifications, and photometric plans or studies, as determined by the Community Development Director.

**Table 1. Maximum Allowable Light Standards.**

For classes of outdoor use, in footcandles based upon initial lumen-output rating of fixture lamps.

Class of Use or Application	Max Footcandles allowed
Building entries, retail sales and merchandise display areas	8 fc
Parking areas and parking structures	4 fc
Non-dedicated or private roadways	4 fc
Pedestrian walkways	2 fc
Structural facades and monuments	6 fc vertical
Landscaping features	2 fc vertical
Common open space	1 fc
Under canopies and drive-through facilities	8 fc

- D. *Sign Illumination.* Except as otherwise specified herein, the following provisions shall apply to all outdoor signs, or other commercial or informational displays.
  - 1. *External illumination of outdoor signs.* External sign illumination shall be designed and installed to meet the glare and trespass objectives of this Chapter, and that the light source is not visible from any roadway or adjacent property.
- E. *Specific exceptions.* Specific exemptions to the standards of this Code Section shall apply to the following applications, but should be implemented in a manner consistent with the general purposes of this Chapter.
  - 1. Temporary lighting for occasional events, such as outdoor sporting contests, concerts, theater, festivals, carnivals, social gatherings, celebrations, special promotions, or similar occasional events not exceeding a time period of five days and permitted by the City of Dahlonega.

2. Celebratory lighting for seasonal and holiday observances that does not violate the prohibitions of Section 29-4(G), below.
  3. Flags of the United States and the State of Georgia are encouraged to be flown only during daylight hours. But nighttime display of flags is permitted, provided illumination is by no more than two spotlight fixtures not exceeding 3,000 lumens in total. The spotlight can be either a direct burial ground fixture or a pole-mounted fixture, aimed upward and placed as close to the flag as reasonably possible. Wall-mounted fixtures are permissible, with the same maximum wattage. All fixtures should be mounted such that the light source is not visible from pedestrian pathways.
  4. Decorative, architectural fixtures, such as acorn or lantern styles, are permitted, provided their:
    - a. Electrical draw does not exceed 75 watts, and
    - b. Upward-emitted light is refractive only, not direct, and does not exceed 2% of their total light output.
  5. Safety lighting is exempt from the provisions of this ordinance, provided it is required for aviation, navigation, tower identification, vehicular-traffic control, emergency response, or any other governmental purpose related to public safety.
  6. Contingency lighting is exempt from the provisions of this Chapter, provided it is for public emergencies or construction activities authorized by a government agency, such illumination is temporary, and its duration does not extend beyond the period of the permitted activity.
- F. *Flood and spotlight fixtures: directional adjustments.*
1. *Vertical angle of illumination.* The directional angle of light from applicable fixtures shall be vertically downward, or above the vertical plane at an inclination angle not to exceed 45 degrees.
  2. *Horizontal angle of illumination adjacent to public roadways.*
    - a. Applicable fixtures within 100 feet of a public right-of-way shall also conform to either of the following glare-abatement standards:
      - i. The light-trespass provisions of Section 29-4(B); or
      - ii. The fixture's directional axis of light shall be away from the nearest roadway, and aimed on a horizontal plane at an angle from the roadway not less than 45 degrees, or 90 degrees minus the distance (in feet) between the fixture's location and the right-of-way, whichever is greater.
    - b. In those instances where multiple roadways are impacted by a fixture's glare, the Community Development Director shall determine the appropriate horizontal angle, shielding, or other remedy which maximizes public safety.
- G. *Prohibitions.* Except for uses specifically permitted elsewhere herein, the following applications of outdoor lighting shall be prohibited and shall be in violation of this Chapter:

1. Light which is flashing, pulsing, moving, rotating, flickering, chasing, or changing in intensity or color;
2. Searchlights, beacons, laser-source, or other high-intensity lights;
3. Bare lamps with illumination ratings exceeding 50 lumens, or 20 lumens if clear glass, that are not housed and protected within a light fixture, and are visible anywhere from beyond the property on which they are located;
4. Fixtures that may be confused with or construed as a traffic-control or other public-safety device;
5. Lighting found by reason of attraction, intensity, glare, or trespass to be a public-safety hazard that rises to the level of a public or private nuisance; and
6. Installation, repair, or lamp replacement of any mercury-vapor light fixture.

Sec. 29-5. - Compliance and other remedies.

- A. *Compliance as a condition of permitting.* Except for individual, single-family residential properties, an applicant for any construction, use, or occupancy permit whose site includes outdoor lighting and to which this Chapter is applicable shall demonstrate that the proposed lighting and implementation plans comply with all provisions of this Chapter. The submission of specific descriptions, specifications, and photometric plans or studies may be required, as determined by the Community Development Director and the Public Works Director.
- B. *Other remedies.* Nothing in this Chapter shall prevent relief from a public or private nuisance or other remedies pursuant to other law, nor shall any permit approval preclude pursuit of relief from a public or private nuisance for intrusive lighting.

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.

[EXECUTION ON THE FOLLOWING PAGE]



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

This Ordinance shall become effective on \_\_\_\_\_, 20\_\_\_\_.

SO ORDAINED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Approved: \_\_\_\_\_  
Sam Norton, Mayor

ATTEST:

\_\_\_\_\_(SEAL)  
Mary Csukas, City Clerk



# RESOLUTIONS & ORDINANCES

---

**DATE:** December 14, 2020  
**TITLE:** 2021 Agreement for Tourism Development Services  
**PRESENTED BY:** Bill Schmid, City Manager

---

## **AGENDA ITEM DESCRIPTION:**

This Agreement continues Tourism promotion services by the Chamber's Tourism Committee and accommodates a change to a Convention and Visitor's Bureau, if one is created during CY2021.

---

## **HISTORY/PAST ACTION:**

With minor modifications to the document from 2020 this Agreement implements payment of the approved budget amount of \$250,000 in monthly payments of \$20,833. An option considered, but not included, was to mitigate possible COVID risk by limiting the revenue stream to what is actually collected each month. This would risk creating a high degree of uncertainty for the Tourism promotion function in the first and second quarters of 2021 and would have been detrimental to the Committee's operations in 2020, if this had been in place.

---

## **FINANCIAL IMPACT:**

\$250,000 over the year – months January through September are already in the approved budget.

---

## **RECOMMENDATION:**

Approval of the Agreement as provided.

---

## **SUGGESTED MOTIONS:**

I move to approve the 2021 Agreement for Tourism Development Services as written, or ...subject to the following changes: (*list them*).

---

## **ATTACHMENTS:**

2021 Agreement for Tourism Development Services

---

## AGREEMENT FOR TOURISM DEVELOPMENT SERVICES

This Agreement, entered into as of January 1, 2021 by and between the Dahlonega-Lumpkin Chamber of Commerce, Inc. a private sector nonprofit organization organized under the laws of Georgia, (the "Chamber") and the City of Dahlonega, a Georgia Municipal Corporation (the "City") is as follows:

Whereas, the Chamber and the City share a common vision of a progressive community with balanced economic growth, to include a diversity of quality business and industry, including the tourism industry, and greater local employment opportunities and income; and

Whereas, the parties have for several years been engaged in a cooperative program of economic and community development; and

Whereas, the parties have evaluated the current economic conditions and future needs of Dahlonega-Lumpkin County and have determined a strategy for addressing those needs, which include further promotion and development of tourism, and a desire to continue a cooperative approach toward economic development; and

Whereas, the City has levied a 5% hotel-motel tax within their jurisdiction for the purpose of more adequately funding the local tourism program, and have approved a budget and proposal for a contract with the Chamber in order to implement tourism promotion programs; and

Whereas, the City has also levied an additional 3% hotel-motel tax to be used by the City for the purpose of more adequately funding the promotion of tourism and tourism product development consistent with state law in the community; and

Whereas, the parties require clarity in regard to annual due diligence and compliance review; and

Whereas, the parties now wish to enter into this contract in order to give formal evidence of their agreement.

Now therefore, the parties agree as follows:

### 1.

The purpose of this contract is to provide for tourism promotion services desired by the City and the Chamber. Tourism promotion services shall be performed without regard to Chamber membership and shall include: promoting and stimulating tourism in Dahlonega; promoting conventions, events and trade shows in the City; promoting recreational, cultural, historic and natural resources of the City; supporting other tourism efforts of the City, including but not limited to those of North Georgia Film and the Downtown Development Authority; active involvement in tourism efforts of the state and southeast region; operating the Welcome Center and public restrooms for days and hours to be approved by the City; and providing trained full-time and part-time staff, consultants and volunteers as needed to perform these services in accordance with a budget reviewed and approved by the City.

2.

Prior to June 15<sup>th</sup> of the fiscal year coexistent with the term of this contract the Chamber shall deliver to the City of Dahlonega its “cost allocation” analysis for the next succeeding contract year, including tourism budgets, advertising plans, and projected Chamber 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 Chamber tourism promotions, if any, shall be reviewed by the City as part of the City’s budget process and may be amended in the discretion of the City in consultation with the Chamber. 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 Chamber, 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.

3.

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 5% component of the hotel-motel tax. The monthly sum provided shall be \$20,833.33. 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.

4.

The Chamber shall in consideration of the tax funds referenced above provide monthly financial reports to the City by the 22nd day of each calendar month in a form mutually agreeable to both the Chamber and the City. These reports will be used by the City in part to ascertain the Chamber'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 Chamber, including specific receipts, copies of checks, deposits and other similar items. The Chamber shall also deliver a copy of its annual financial audit with findings and management comments as well as the QuickBooks documentation required by the City's designated auditors to the City prior to the 180th day following the Chamber fiscal year being audited.

5.

The Chamber 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 Chamber from the City. The audit will be used to determine compliance by the Chamber with the terms of this Agreement and with the requirements of O.C.G.A. Section 48-13-51(9) (B). The Chamber 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 Chamber's fiscal year.

6.

The entirety of the funds received by the Chamber or its Qualified Assignee from the City shall be maintained in a bank account sequestered from all other Chamber funds and said funds are to be expended exclusively on tourism based upon an invoicing and record keeping system satisfactory to the City. The Chamber shall make available to the City upon its request documentary support for all funds passing through this account.

7.

It is the intent of the parties that this Agreement shall be implemented in order to assist the development of the tourism industry by increasing support for targeted advertising, for the development of destination-quality festivals and attractions, and for enhanced visitor services through expanded operating hours and more adequate staffing of the tourism services. The primary goal of this tourism development program is to increase visitor spending and overnight stays, and ultimately, jobs and incomes for the citizens of Dahlonega.

8.

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 revenue sharing agreement in place at the time of payment not to exceed a cost of \$5,000.00 for the Chamber's share.

9.

The Tourism Committee of the Chamber occupies a building provided to it in part by the City. The Chamber 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 Chamber of Commerce shall pay all monthly utility bills, i.e., electric and water and will order paper supplies. The building may be inspected by the City at any time.

10.

In lieu of rent the Chamber shall perform all needed upkeep and maintenance of the building from Tourism and non-Tourism monies based upon a functional analysis of the expense. A contingency fund will be maintained by the Chamber for this purpose. The Chamber will obtain prior 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, said bill will be paid by the City after Consultation with the Chamber. The amount of the bill or maintenance cost will be subtracted from the next available City hotel/motel tax revenue payment to the Chamber.

11.

By executing this Agreement, the Chamber 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 Chamber will provide the City a copy of its minutes of each and every meeting of the Board of Directors reflecting a report of the Chamber's activities and official actions taken by the Chamber's governing body. Also, by virtue of its government funding and occupancy of a government owned building, the Chamber in performance of tourism functions under this contract shall not act preferentially for the benefit of Chamber members.

12.

In the event of a material breach of this Agreement by the Chamber, the City shall notify the Chamber via certified mail. The Chamber shall have fifteen days within which to cure said material breach from the date of receipt of the certified notice. The City may in the event of the Chamber's failure to cure, terminate this agreement.

13.

The Chamber, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as the City may, from time to time, request to indicate that it is an independent contractor. The City does not and will not assume any responsibility for the means by which or the manner in which services by the Chamber are provided herein, are performed, but on the contrary, the Chamber shall be wholly responsible therefore.

14.

The Chamber may transfer or assign this Agreement or any of the rights or privileges granted herein only to an entity approved by the City, i.e. a Qualified Assignee. Said approval shall not be unreasonably withheld. Further, either party may terminate this Agreement with or without cause by providing thirty days notice to the other party.

15.

By executing this Agreement, Chamber 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 Chamber agrees to defend, indemnify and hold harmless City from and against all claims that arise therefrom, including reasonable attorneys' fees and court costs of City.

16.

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 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.

- a. City of Dahlonega, Georgia  
465 Riley Road  
Dahlonega, Georgia 30533
  
- b. Dahlonega-Lumpkin County Chamber of Commerce  
342 Courthouse Hill  
Dahlonega, Georgia, 30533

17.

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.

18.

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 remainder 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.

19.

Time is and shall be of the essence under this agreement.

20.

The parties signing this agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

21.

This Agreement shall terminate on December 31, 2021.

In Witness Whereof, the parties have executed this agreement.

(SIGNATURES ON THE FOLLOWING PAGE)

**CITY OF DAHLONEGA, GEORGIA**

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

**DAHLONEGA- LUMPKIN COUNTY CHAMBER OF COMMERCE, INC.**

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_



# CITY COUNCIL AGENDA REPORT

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**DATE:** December 21, 2020  
**TITLE:** Solid Waste Exemption Procedure  
**PRESENTED BY:** Mark Buchanan, Public Works

---

## **AGENDA ITEM DESCRIPTION:**

This item describes the methods by which Solid Waste customers apply for exemptions from service. Exemptions are discussed in Section 26-26(b) of Ordinance 2020-13. It reads:

*“(b) Exemptions. Businesses and other entities requiring dumpster, roll-off or industrial, medical or hazardous waste removal services may be exempted from city solid waste service and assessed fees provided other arrangements are made for disposal through a licensed provider or through contract with the city. This exemption must be requested by petition to the city manager within the areas identified by a separate rate ordinance not part of this codification. Council affirmation of the decision of the decision of the manager at a meeting of the council is required.”*

The first step in this process is the petition to the City Manager described in the ordinance. Up to this point, all customers wishing to begin the process have first contacted the me. I describe to them the ordinance above in the following timeline:

1. Send the written request. We will accept a letter or email.
2. The request is received, and staff (Solid Waste Supervisor, Public Works Director) discusses the client’s request and situation with the City Manager.
3. Based on these discussions, the City Manager formulates a decision and includes it in the upcoming City Council Work Session.
4. City Council affirms or refuses the City Manager’s decision.
5. Staff contacts the applicant in writing and/or in person to relay decision.
6. Staff contacts Finance/Billing department if changes are required.

---

## **HISTORY/PAST ACTION:**

This procedure has previously played out roughly a dozen times since the Ordinance’s adoption.

---

## **FINANCIAL IMPACT:**

Varies by customer.

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**RECOMMENDATION:**

None. For discussion only.

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**SUGGESTED MOTIONS:**

N/A.

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**ATTACHMENTS:**

Ordinance 2020-13.  
Ordinance 94-7.

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**Office of the City Clerk**

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August 8, 2020

I, Mary Csukas, Dahlonega City Clerk do hereby certify under the seal of my office that the attached pages are a true and accurate copy of Declaration and Ordinance 2020-13 entitled:

AN ORDINANCE TO AMEND ORDINANCE 91-9 OF THE CITY OF DAHLONEGA, GEORGIA WHICH APPEARS AT: CHAPTER 26: SOLID WASTE TO INCLUDE A NEW ARTICLE IV: RATES AND CHARGES

  
\_\_\_\_\_  
Mary Csukas, City Clerk



Ordinance 2020-13

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF DAHLONEGA, GEORGIA WHICH APPEARS AT: CHAPTER 26: SOLID WASTE TO INCLUDE A NEW ARTICLE IV: RATES AND CHARGES**

Short title: "An ordinance regarding solid waste rates and charges."

WHEREAS, the City Council of Dahlonega, Georgia desires to amend the current solid waste ordinance to include guidance and regulations regarding rates and charges.

NOW, THEREFORE, be it ordained, and it is so ordained by the authority of the City Council of Dahlonega, that Chapter 26 of the Code of the City of Dahlonega, be amended to include an Article IV as follows:

**ARTICLE IV. - RATES AND CHARGES**

Sec. 26-54. - Refuse collection rates and charges not affected by Code.

Nothing in this Code shall affect any ordinance by the city council setting fees for refuse collection or disposal currently existing or hereinafter enacted. All such ordinances are hereby recognized as having full force and effect to the same extent as if set out at length in this Code.

Sec. 26-55. - Rates.

- (a) Fees for collection of solid waste, garbage and yard debris shall be those as established by ordinance of the city council; and shall be published in the office of the city clerk and where utility bills may be paid. Fees may be included with the monthly water bill, provided said charge is separately stated. Fees shall be separately billed should there be no monthly water bill.
- (b) Rates for service will be subject to periodic review and adjusted by the city council by separate ordinance as necessary to ensure adequate cost recovery for operation of the sanitary municipal solid waste department.

Sec. 26-56. – Municipal Jurisdiction.

- (a) It shall be mandatory that all owners, occupants, tenants and lessees of residential units to include houses, apartments, condominiums, mobile homes, single family homes or any other dwelling unit, offices, businesses, industrial businesses, commercial buildings and premises shall be required to accept such collection and removal services as may be provided by the city relating to the disposal of garbage, trash, rubbish and other debris within the municipal jurisdiction of the city.
- (b) Exemptions. Businesses and other entities requiring dumpster, roll-off or industrial, medical, or hazardous waste removal services may be exempted from city solid waste service and assessed fees provided other arrangements are made for disposal through a licensed provider or through contract with the city. This exemption must be requested by petition to the city manager within the areas identified by a separate rate ordinance not part of this codification. Council affirmation of the decision of the manager at a meeting of the council is required.

Sec. 26-57. - Nonpayment of fees.

- (a) Should any owners, occupants, tenants and lessees of residential buildings and premises or business and commercial buildings and premises fail or refuse to pay the charges fixed against such owners, occupants, tenants and lessees as provided for in this article when due, the city may discontinue garbage collection services to the residential buildings and premises or business and commercial buildings and premises of such owners, occupants, tenants and lessees against such sanitary service charge or fee and charge for the collection, removal and disposal of garbage services until such fees have been paid in full.
- (b) After notification of a delinquency, if a delinquent account is not paid within five (5) days, the city or the contracted provider may cease all refuse collection for that account or individual address. Service shall be resumed thereafter only upon payment of the entire balance on the account plus all penalties, and all applicable reconnection or container resetting charges. Failure to timely remove solid waste through use of the city collection service or the city's contracted provider constitutes a nuisance. Each day constitutes a separate offense. The municipal court shall have full jurisdiction to try and dispose of all questions of nuisance pursuant to this paragraph affecting the public health or welfare and to impose fines and penalties.
- (c) If the account or bill remains unpaid after said past delinquent/due notice is mailed, then the public water supply will be turned off and will not be turned back on until said bill is paid.
- (d) Enforcement. In the event charges remain unpaid for fifteen (15) days after the bill or account for service has been rendered to the customer the unpaid balance may be collected by any means provided by law.
- (e) In addition to all other rates, charges, penalties, fees, expenses and costs otherwise provided for in this Code, the city may also collect all costs incurred for the collection of delinquent utility accounts, including, but not limited to, postage expenses, late fees as established by resolution or ordinance of the council from time to time, court filing fees, attorney's fees incurred by the city, and fees paid to third-party collection agencies. The city is authorized to use third-party collection agencies to collect delinquent utility accounts and all cost, fees and expenses of such third-party agencies shall be the responsibility of the delinquent customer.

Sec. 26-58. - Severability.

If any portion of this article or the application thereof shall be held invalid or unconstitutional, the other provisions of this article shall not be affected, and to this end the provisions of this article are declared to be severable.

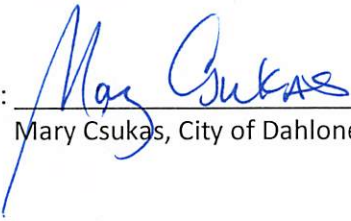


Sec. 26-59. - Effective date.

The effective date of this ordinance shall be the 3<sup>RD</sup> day of August, 2020.

Adopted and Ordained this 3<sup>RD</sup> day of August, 2020.

By:   
Sam Norton, Mayor

Attest:   
Mary Csukas, City of Dahlonega





Office of the City Clerk

August 8, 2020

I, Mary Csukas, Dahlonega City Clerk do hereby certify under the seal of my office that the attached pages are a true and accurate copy of Declaration and Ordinance 94-7, Amendment 14, Sanitation Rates, Exhibit A, Schedule of Sanitation Rates, Monthly Rates: <sup>15</sup>

A handwritten signature in blue ink, appearing to be "Mary Csukas", with the number "15" written above it.

BE IT ORDAINED BY THE CITY COUNCIL OF DAHLONEGA AND IT IS HEREBY RDAINED BY THE AUTHORITY THEREOF THAT THE FOLLOWING RATES HAVING BEEN AUTHORIZED FOR IMPLEMENTATION TO COMMENCE ON OCTOBER 1, 2020, BY VIRTUE OF THE BUDGET RESOLUTION APPROVED THE 8<sup>th</sup> DAY OF SEPTEMBER, 2020, THE SAME ARE HEREBY RATIFIED AND MADE A PART OF THE CITY'S RATE SCHEDULE.

A handwritten signature in blue ink that reads "Mary Csukas".  
Mary Csukas, City Clerk



**ORDINANCE 94-7**  
**AMENDMENT 14-15**  
**SANITATION**  
**RATES EXHIBIT A**  
**SCHEDULE OF SANITATION**  
**RATES MONTHLY RATES**

**BE IT ORDAINED BY THE CITY COUNCIL OF DAHLONEGA AND IT IS HEREBY ORDAINED BY THE AUTHORITY THEREOF THAT THE FOLLOWING RATES HAVING BEEN AUTHORIZED FOR IMPLEMENTATION TO COMMENCE ON OCTOBER 1, 2020, BY VIRTUE OF THE BUDGET RESOLUTION APPROVED THE 8<sup>th</sup> DAY OF SEPTEMBER, 2020, THE SAME ARE HEREBY RATIFIED AND MADE A PART OF THE CITY'S RATE SCHEDULE.**

RESIDENTIAL RATES

All households will be charged \$26.62 per month for each garbage can picked up weekly. Additional stickers for each garbage can will be \$26.62 per month. Stickers will be placed on all residential cans. All households will be charged a recycling collection fee of \$4.50 per month. All single family residential units will pay a mandatory minimum garbage and recycling collection fee of \$31.12 per month. All other residential units will also pay a minimum garbage and recycling collection fee of \$31.12 per month unless served by dumpster service. Rates for non-taxpaying entities not requiring dumpster service will be \$35.09 per month per can.

NON-RESIDENTIAL RATES

<u>Rate Class</u>	<u>Description</u>	<u>Monthly Fee</u>
NR-1	Base per Rollcart (dumpster collection may be used if individual Billing per unit is preferred)	\$40.00
NR-2	Two Rollcart Equivalents (ex. Two carts once a week or one cart twice per week)	\$80.00
NR-3	Four Rollcart Equivalents (ex. Four carts once a week or two carts twice per week)	\$130.00
NR-4	Two to Eight Cu Yd Dumpster Equivalents (ex. 95 gallon rollcart five or six times per week, four cu yd dumpster twice per week, six cu yd dumpster once per week, eight cu yd dumpster once per week. Etc.)	\$210.00
NR-5	12-18 Cu Yd Dumpster Equivalents (four cu yd dumpster three to four times per week, six cu yd dumpster four times per week, etc.)	\$350.00

NR-6	24 Cu Yd Dumpster Equivalents (Six cu yd dumpster four times per week, eight cu yd dumpster three times per week, etc.)	\$520.00
NR-7	36 Cu Yd Dumpster Equivalents (ex. Six cu yd dumpster five to six times per week, etc.)	\$740.00
NR-8	48 Cu Yd Dumpster Equivalents (ex. Eight cu yd dumpster five to six times per week, four times per week from two dumpsters of 6 cu yds)	\$950.00

#### SPECIAL STIPULATIONS REGARDING RATES

Minimum Nonresidential Monthly Fee. Unless otherwise exempted pursuant to Ordinance 2020-13 and any subsequent codified version of said ordinance, a minimum monthly fee shall be assessed against all nonresidential entities in the amount of \$40.00 regardless of whether a city rollcart or other container has been assigned to said entity.

Phased implementation of rates. Nonresidential rates referenced in this ordinance may be implemented in two phases. The first phase will apply the rates referenced herein to the following geographical area:

Entities fronting upon or deriving primary access from: Hawkins Street between North Grove Street and Church Street; Church Street between Hawkins Street and West Main Street; West Main Street between Church Street and South Chestatee Street; South Chestatee Street between West Main Street and Choice Street; Choice Street between South Chestatee Street and East Main Street; East Main Street between Choice Street and North Grove Street; and North Grove Street between East Main and Hawkins Street.

The second phase shall consist of application of these rates to all entities existing within the remainder of the City of Dahlonega.

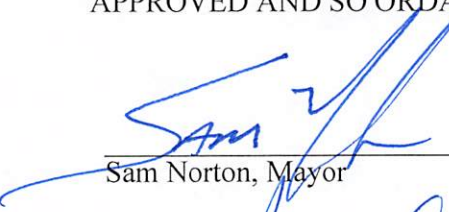
Container usage not assignable. Nonresidential rates like residential rates are based upon exclusive use of any approved container by the entity identified on the account. Usage by parties other than the account holder of any city container is prohibited. The account holder cannot share usage of a container with another party or assign capacity or volume in a container to another party.

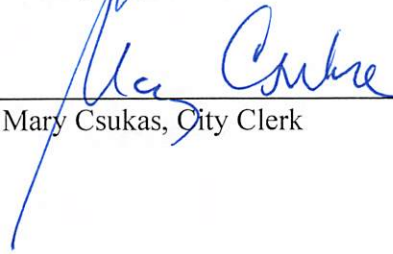
Bulk Items. Residential and Nonresidential Solid Waste accounts are encouraged to take large or heavy bulk items directly to the solid waste transfer station on Barlow Road where the disposal rate ranges from \$5 for 100 pounds to \$50 per ton. Otherwise, if bulk goods are scheduled or left for collection and disposal by the City, additional fees will be charged per piece to the address on file to cover labor and equipment costs for disruption of normal operations, collection, transport and disposal charges.

#### PENALTIES FOR NON-PAYMENT

A penalty of 10% will be added each month to any delinquent bill that has not been paid by the tenth of each month.

APPROVED AND SO ORDAINED THIS 3<sup>RD</sup> DAY OF August, 2020.

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

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

