

CITY OF DAHLONEGA Council Work Session Agenda

June 20, 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 - To be an open, honest, and responsive city, balancing preservation, and growth, and delivering quality services fairly and equitably by being good stewards of Dahlonega's resources.

OPEN MEETING

APPROVAL OF AGENDA

BOARD & COMMITTEES

- Cemetery Committee—May 2023
 Chris Worick, Chair, Dahlonega Cemetery Committee
- Dahlonega Downtown Development Authority/Main Street May 2023
 Ariel Alexander, Downtown Development Director

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

ORDINANCES & RESOLUTIONS

CONTRACTS & AGREEMENTS

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

OTHER ITEMS:

- East Main Street Repair Update Allison Martin, City Manager
- 7. 147 N Park Street Conceptual Design for Discussion Purposes Only Allison Martin, City Manager

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—May 2023

Report Highlight: June 6, 2023

Name and Title: Chris Worick, Chair, Dahlonega Cemetery Committee

Recently Completed:

U.S. grave marker flags were placed to mark vets graves in Mt. Hope and Memorial Park

 Applications for two unmarked graves of World War One veterans buried in Mt. Hope have been submitted to the Veterans Administration for headstones.

Crystal Wodenscheck (a previous Jane Doe) was identified in Mount Hope Cemetery.

 Photo received from the granddaughter of Joseph A. Wilson, a Canadian war veteran buried in Mount Hope.



Cemetery Spring Cleanup.







Underway:

Near term:

- Fundraising idea to purchase simple headstones for previous unmarked burials.
- Tentative date will be in conjunction with Independence Day celebration.



Department Report

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

Report Highlight: Work Plan Items

Name and Title: Ariel Alexander, Downtown Development Director

Organization:

Attended City Council planning retreat in Canton, GA.

- Managed all postings for City of Dahlonega website and social media for the month.
- Attended monthly Downtown Dahlonega Business Association, Chamber Board, and Tourism Board meetings.
- Attended monthly community partners meeting with Chamber, Tourism, Visitors Center, and Lumpkin County Development Authority staff.
- Developed budget requests for FY2024.
- Hired UNG intern to support social media and summer events.
- Held first meeting for Friendly Faces: a volunteer team of ambassadors downtown. We have 11 participants committed.

Promotion:

- Planned and executed First Friday Concert for May with three local food vendors and a downtown merchant sponsor.
- Began the Farmers Market season with a successful first month- the market is hosting 30 vendors this year.
- Promoted 4th of July t-shirt sales.
- Coordinated planning for a food truck zone for the Old Fashioned Christmas celebration.
- Continuing joint advertising efforts between the Chamber, UNG, and Tourism staff.
- Attended the first meeting for Bronze Statue "Bears on the Square" program with Tourism staff.
- Participated in editing of PBS segments for promotional use.
- Attended a virtual presentation from Yiftee, a company that offers digital downtown gift certificates that can be used in small businesses.
- Published seasonal summer newsletter covering current city projects, initiatives, and events.

Economic Vitality:

 Working to obtain quotes for a downtown speaker system. Coordinating with Georgia Power on this project as well.

- Attended plan review meetings with Planning and Zoning. Provided Business Welcome Packets and information on financial assistance.
- Fielded questions and met with prospective downtown property owners.
- Staff attended online informational training for DCA's Georgia Initiative for Community Housing.

Design:

- Purchased 7 benches and 7 trash cans for placemaking initiatives downtown.
- Hosted a Summer Downtown Partners Walk with DDA, Council, HPC, and code enforcement.



DATE: June 9, 2023

TITLE: Project #2023-011 International Dump Truck ITB

PRESENTED BY: Ron Simmons, Water Distribution/Sewer Collection Supervisor

AGENDA ITEM DESCRIPTION:

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

HISTORY/PAST ACTION:

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

FINANCIAL IMPACT:

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

RECOMMENDATION:

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

SUGGESTED MOTIONS:

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

ATTACHMENTS:

Bid tab from May 17, 2023 bid opening.

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

INTERNATIONAL DUMP TRUCK #2023-011

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| Attendees: | Attendeses: Das Simmons | | | | | | | | | |
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DATE: June 12, 2023

TITLE: 2023 Amendment to Agreement for Tourism Development Services

PRESENTED BY: Allison Martin, City Manager

AGENDA ITEM DESCRIPTION:

This is an amendment to the Tourism Development Services Agreement.

HISTORY/PAST ACTION:

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

FINANCIAL IMPACT:

This amendment does not change the funding amount.

RECOMMENDATION:

Approval of the amendment as provided.

SUGGESTED MOTIONS:

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

ATTACHMENTS:

2023 Amendment to Tourism Development Services Agreement

AMENDMENT TO

AGREEMENT FOR TOURISM DEVELOPMENT SERVICES

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

"21.

This Agreement Shall terminate on December 31, 2023."

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

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

CITY OF DAHLONEGA, GEORGIA

By: ______

JoAnne Taylor, Mayor

Attest: ______ (SEAL)

Mary Csukas, City Clerk

DAHLONEGA-LUMPKIN COUNTY CHAMBER OF COMMERCE, INC.

By: _______

Title: ______

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



DATE: 06/13/2023

TITLE: Georgia Indigent Defense Services Agreement

PRESENTED BY: Doug Parks, City Attorney

AGENDA ITEM DESCRIPTION:

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

HISTORY/PAST ACTION:

FINANCIAL IMPACT:

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

RECOMMENDATION:

Recommendation to approve.

SUGGESTED MOTIONS:

Motion to approve.

ATTACHMENTS:

Georgia Indigent Defense Services Agreement



DER GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 1

SERVICES AND PERSONNEL

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

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

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

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

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

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

ARTICLE 2 OPERATING EXPENSES

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

ARTICLE 3

MISCELLANEOUS

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

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

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

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

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

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

Circuit Public Defender Office of Enotah Judicial Circuit:

Penny Hunter 1536 Highway 129 South Cleveland, GA 30528

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| Gove | rning Authority of Lumpkin County |
| | Name |
| | Street |
| | Gity, GA, GA |
| | |

Georgia Public Defender Council:

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

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

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

- (b) For cause. This agreement may be terminated for cause, in whole or in part, at any time by either party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" shall mean a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection, the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the City no later than 30 days after the effective date of written notice of termination and the City shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 3.07. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this contract.
- **(c)** For Convenience. This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

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

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

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

Section 3.09. Time is of the essence

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

| ATTEST: | |
|------------|---------------------------------|
| | City of Dahlonega |
| | BY: |
| | Signature |
| A PERSONAL | Title |
| ATTEST: | Lumpkin County |
| | BY: |
| | Signature |
| | Title |
| ATTEST: | Circuit Public Defender |
| | BY: |
| | Signature |
| | Circuit Public |
| | Defender |
| ATTEST: | Consented to: |
| | Georgia Public Defender Council |
| | BY: |
| | Signature |
| | Director |



DATE: June 12, 2023

TITLE: East Main Street Repair Update PRESENTED BY: Allison Martin, City Manager

AGENDA ITEM DESCRIPTION:

This is an update on the process surrounding the repair of East Main Street utilities.

HISTORY/PAST ACTION:

Due to a water leak earlier this year, compaction was lost around the stormwater infrastructure which caused the degradation of the road and issues with the other utilities in the area from Park Street to North Grove. The necessary engineer plans have been secured and pricing obtained for this project to proceed.

FINANCIAL IMPACT:

The repair will be funded by the water/sewer fund.

RECOMMENDATION:

n/a

SUGGESTED MOTIONS:

n/a

ATTACHMENTS:

Executive Summary



DATE: June 12, 2023

TITLE: 147 N Park Street Conceptual Design for Discussion Purposes Only

PRESENTED BY: Allison Martin, City Manager

AGENDA ITEM DESCRIPTION:

Conceptual Design for 147 N Park Street Property

HISTORY/PAST ACTION:

After the last proposal for the subject property dissolved, the staff listened to several members of the community regarding their wishes for more green space, activities in and around the downtown area, and the DDA board about perhaps looking at this property for a different type of use. The services of a local landscape design company and her architect were retained to look at the property, listen to some of the ideas that had been pitched for the property and create a conceptual design that could be used for discussion surrounding the use of the property that wasn't a permanent development. The conceptual design is attached for review and will be discussed in depth at the work session.

FINANCIAL IMPACT:

The staff would seek grants and matching funds as needed to complete this project with limited city funding.

RECOMMENDATION:

n/a

SUGGESTED MOTIONS:

n/a

ATTACHMENTS:

147 N Park Street Conceptual Design for Discussion Purposes Only

