



CITY OF DAHLONEGA Special Called Meeting Agenda

August 17, 2020 4:00 PM

Gary McCullough Chambers, Dahlonega City Hall

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

CALL TO ORDER AND WELCOME

APPROVAL OF AGENDA

NEW BUSINESS

1. Ordinance 2020-29: An Ordinance amending the Official Zoning Map of the City of Dahlonega, Georgia. This action is being taken pursuant to Ordinance 91-9, as it appears in the Code of Ordinances of the City of Dahlonega, Subpart B: Land Use and Land Development, Appendix B: Zoning, Article IV: Establishment of Districts: Provision for Official Zoning Map, Section 402: Official Zoning Map.

Kevin Herrit, Community Development Director (Doug Parks – Alternate)
2. Ordinance 2020-01: An Ordinance to allow licensed Farm Wineries to conduct sidewalk wine tasting under the general provisions of the alcohol code. This ordinance pertains to Chapter 4, Article II, Section 2-24, Subsection (c)(7), as it appears in the code of ordinances of the City of Dahlonega.

Doug Parks, City Attorney
3. Ordinance 2020-02: An ordinance to allow licensed Farm Winery Tasting Rooms to perform limited outdoor sales and to conduct sales in temporary special entertainment districts. This ordinance pertains to Chapter 4, Article III, Section 4-56, as it appears in the code of ordinances of the City of Dahlonega.

Doug Parks, City Attorney
4. Ordinance 2020-03: An Ordinance to allow Farm Winery Tasting Rooms to perform outdoor wine tastings in the B-3 HBD and also allowing porch sales of alcoholic beverages by restaurants and farm wineries. This ordinance pertains to Ordinance 91-9 as it appears in the appendix to the code of ordinances of the City of Dahlonega.

Doug Parks, City Attorney
5. Ordinance 2020-04: An Ordinance to allow Farm Winery Tasting Rooms to perform outdoor wine tastings in the CBD and also allowing porch sales of alcoholic beverages by restaurants and farm wineries. This ordinance pertains to Ordinance 91-9 as it appears in the appendix to the code of ordinances of the City of Dahlonega.

Doug Parks, City Attorney
6. Ordinance 2020-26: To provide Height Limitations in the CBD. This ordinance pertains to Ordinance 91-9 as it appears in the appendix to the code of ordinances of the City of Dahlonega.

Kevin Herrit, Community Development Director (Doug Parks – Alternate)
7. River Sand, Inc. Contract Dredging Agreement

Mark Buchanan, City Engineer

ADJOURNMENT



RESOLUTIONS & ORDINANCES

DATE: July 7, 2020

TITLE: Ordinance 2020-29: An Ordinance amending the Official Zoning Map of the City of Dahlonega, Georgia. This action is being taken pursuant to Ordinance 91-9, as it appears in the Code of Ordinances of the City of Dahlonega, Subpart B: Land Use and Land Development, Appendix B: Zoning, Article IV: Establishment of Districts: Provision for Official Zoning Map, Section 402: Official Zoning Map.

PRESENTED BY: Kevin Herrit, Community Development Director (Doug Parks – Alternate)

AGENDA ITEM DESCRIPTION:

This is to adopt a revised and updated Zoning Map pursuant to Ordinance 91-9.

HISTORY/PAST ACTION:

FINANCIAL IMPACT:

RECOMMENDATION:

Approval.

SUGGESTED MOTIONS:

Motion to Approve.

ATTACHMENTS:

Ordinance 2020-29

**CITY OF DAHLONEGA
ORDINANCE 2020-29**

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF DAHLONEGA, GEORGIA. THIS ACTION IS BEING TAKEN PURSUANT TO ORDINANCE 91-9, AS IT APPEARS IN THE CODE OF ORDINANCES OF THE CITY OF DAHLONEGA, SUBPART B: LAND USE AND LAND DEVELOPMENT, APPENDIX B: ZONING, ARTICLE IV: ESTABLISHMENT OF DISTRICTS: PROVISION FOR OFFICIAL ZONING MAP, SECTION 402: OFFICIAL ZONING MAP.

The Official Zoning Map of the City of Dahlonega, Georgia, dated _____ is hereby adopted as the new Official Zoning Map for the City of Dahlonega, Georgia, and replaces all former zoning maps; provided that conditions originally adopted with respect to specific zoning designations are preserved and not repealed by adoption of the new map. The Official Zoning Map shall be available for public inspection in the Mayor's office during normal city business hours.

The effective date of this Ordinance shall be upon approval by the City Council of Dahlonega, Georgia.

APPROVED THIS _____ DAY OF _____, 2020 BY THE MAYOR AND COUNCIL OF THE CITY OF DAHLONEGA, GEORGIA.

Sam Norton, Mayor

Attest:

Mary Csukas, City Clerk



CITY COUNCIL AGENDA REPORT

DATE: January 16, 2020

TITLE: Ordinance 2020-01: An Ordinance to allow licensed Farm Wineries to conduct sidewalk wine tasting under the general provisions of the alcohol code. This ordinance pertains to Chapter 4, Article II, Section 2-24, Subsection (c)(7), as it appears in the code of ordinances of the City of Dahlonega.

PRESENTED BY: Doug Parks, City Attorney

AGENDA ITEM DESCRIPTION:

Ordinance to allow licensed farm wineries to conduct sidewalk wine tasting by giving them equivalent status to restaurants for the purpose of the general alcohol regulations. Furthermore, this ordinance will allow front porch areas which licensee has control to be used under these same regulations for up to four tables.

HISTORY/PAST ACTION:

In the past this subsection allowed outdoor alcohol sales on public sidewalks by restaurants only. Under this provision farm winery tasting rooms would have equivalent status to restaurants provided they meet the requirements of Ordinance 91-9.

FINANCIAL IMPACT:

RECOMMENDATION:

Approval.

SUGGESTED MOTIONS:

Motion to Approve.

ATTACHMENTS:

Attached is a clean Ordinance 2020-01

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF DAHLONEGA, GEORGIA, CHAPTER 4: ALCOHOLIC BEVERAGES; ARTICLE II: LICENSING AND REGULATION; SECTION: 4-24 REGULATIONS PERTAINING TO CERTAIN CLASSES OF LICENSES ONLY; SUBSECTION (C) OPEN AREA AND PATIO SALES; SUBSECTION (7); BY DEEMING IT LAWFUL FOR OUTDOOR WINE TASTINGS TO BE CONDUCTED BY FARM WINERY LICENSEES ON PUBLIC SIDEWALKS BY LICENSEES WHO RECEIVE PERMITS FOR OUTDOOR DINING UNDER THE STANDARDS OF THE CITY OF DAHLONEGA ORDINANCE 91-9

Short title: "ordinance to allow licensed farm wineries to conduct sidewalk wine tasting."

WHEREAS, the City Council of Dahlonega, Georgia desires to deem it lawful for farm winery licensees to perform outdoor wine tastings to occur on public sidewalks so long as the licensee is permitted for outdoor dining under the standards of Ordinance 91-9;

NOW, THEREFORE, be it ordained, and it is so ordained by the authority of the City Council of Dahlonega, that Chapter 4, Article II, Section 4-24, Subsection (c)(7), shall be amended in its entirety to read as follows:

(7) Notwithstanding any other provision of this Code to the contrary, outdoor alcohol sales on public sidewalks shall be allowed by the Consumption on the Premises Licensees so long as the Licensee meets the standards of and is permitted under the provisions of Ordinance 91-9, Article XVI, Section 1604 as amended, the same appearing in Appendix B of this Code at Article XVI- B-3 Historical Business District, Section 1604- Outdoor sales, storage and display prohibited. This provision shall be deemed to be fully applicable to farm winery tasting room licensees as well for the offering of wine tastings provided the provisions of Ordinance 91-9 noted above are satisfied. Farm winery tasting rooms referenced herein are as defined in O.C.G.A. 3-6-21.1(a)(3). Further, for the purposes of this ordinance front porch areas over which the consumption on the premises licensee or the farm winery tasting room licensee has control may be used in the same manner and under the same regulations as sidewalk dining facilities for up to four tables provided the porch area is approved by the Community Development Director or the Director's designee.

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.

Adopted and Ordained this ____ day of _____, 2020.

By: _____
Sam Norton, Mayor

Attest: _____
Mary Csukas, City Clerk



CITY COUNCIL AGENDA REPORT

DATE: January 16, 2020

TITLE: Ordinance 2020-02: An ordinance to allow licensed Farm Winery Tasting Rooms to perform limited outdoor sales and to conduct sales in temporary special entertainment districts. This ordinance pertains to Chapter 4, Article III, Section 4-56, as it appears in the code of ordinances of the City of Dahlonega.

PRESENTED BY: Doug Parks, City Attorney

AGENDA ITEM DESCRIPTION:

This Ordinance is to allow licensed farm winery tasting rooms to perform limited outdoor sales and to participate in outdoor wine tastings and by the drink sales. It also allows farm winery tasting rooms to participate in common activities in temporary special entertainment districts during festivals or other special events. Furthermore, this ordinance will allow front porch areas which licensee has control to be used under these same regulations for up to four tables.

HISTORY/PAST ACTION:

Previously farm winery tasting rooms were not on equal footing with restaurants for outdoor alcohol sales. Also farm wineries could not previously participate in festival events such as "wine walks" and matters of that type.

FINANCIAL IMPACT:

RECOMMENDATION:

Approval.

SUGGESTED MOTIONS:

Motion to Approve.

ATTACHMENTS:

Attached is a clean Ordinance 2020-02

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF DAHLONEGA, GEORGIA, CHAPTER 4: ALCOHOLIC BEVERAGES; ARTICLE III: FARM WINERY TASTING ROOMS; SECTION: 4-56 REGULATIONS; BY EXPANDING THE ABILITY OF LICENSED FARM WINERY TASTING ROOMS TO PERFORM LIMITED OUTDOOR SALES AND TO PARTICIPATE IN OUTDOOR SIDEWALK WINE TASTINGS AND BY THE DRINK SALES OF WINE.

Short title: "An ordinance to allow licensed farm winery tasting rooms to perform limited outdoor sales and to participate in outdoor wine tastings and by the drink sales."

WHEREAS, the City Council of Dahlonega, Georgia desires to expand the ability of licensed farm winery tasting rooms to participate in common activities in temporary special entertainment districts.

NOW, THEREFORE, be it ordained, and it is so ordained by the authority of the City Council of Dahlonega, that Chapter 4, Article III, Section 4-56, shall be amended in its entirety to read as follows:

Sec. 4-56. - Regulations.

No holder of a license under this article, nor any agent or employee of the licensee, shall do any of the following upon the licensed premises:

- (1) Knowingly sell or serve wine to a minor;
- (2) Knowingly sell or serve wine to any person while such person is in an intoxicated condition;
- (3) Sell wine upon the licensed premises at any time except between 7:00 a.m. and 12:00 midnight, Monday through Saturday, and between 11:00 a.m. and 12:00 midnight on Sundays if permitted by state law;
- (4) Permit on the licensed premises any disorderly conduct, breach of the peace, or any lewd, immoral, or improper entertainment, conduct or practices;
- (5) Operate the licensed business in any building which does not meet the minimum distance requirements as set forth in the ordinances and resolutions of the city for malt beverage and wine consumption on the premises licenses; or operate in a temporary facility or location other than as approved by the city via an appropriate event permit and temporary tasting room license by the city for sales within temporary special entertainment districts so designated by the city;
- (6) Maintain any type of amusement music machine or video game, or utilize any device which amplifies music or voice beyond the confines of the tasting room facility;
- (7) Allow any purchase made on the licensed premises to be taken therefrom until put in a bag or otherwise securely wrapped in paper by the proprietor or clerk operating the licensed business.
- (8) Notwithstanding any other provision of this Code to the contrary, outdoor alcohol sales on public sidewalks shall be allowed by the holder of a farm winery tasting room license so long as the Licensee meets the standards of and is permitted under the provisions of Ordinance 91-9,

Article XVI, Section 1604 and Article XVII, Section 1704 as amended. Further, for the purposes of this ordinance front porch areas over which the farm winery tasting room licensee has control may be used in the same manner and under the same regulations as sidewalk dining facilities for up to four tables provided the porch area is approved by the Community Development Director or the Director's designee.

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.

Adopted and Ordained this ____ day of _____, 2020.

By: _____
Sam Norton, Mayor

Attest: _____
Mary Csukas, City Clerk



CITY COUNCIL AGENDA REPORT

DATE: January 16, 2020

TITLE: Ordinance 2020-03: An Ordinance to allow Farm Winery Tasting Rooms to perform outdoor wine tastings in the B-3 HBD and also allowing porch sales of alcoholic beverages by restaurants and farm wineries. This ordinance pertains to Ordinance 91-9 as it appears in the appendix to the code of ordinances of the City of Dahlonega.

PRESENTED BY: Doug Parks, City Attorney

AGENDA ITEM DESCRIPTION:

An Ordinance to allow Farm Winery Tasting Rooms to perform limited outdoor sales in the B-3 District under certain conditions. Additionally, this would allow porch sales of alcoholic beverages by restaurants and farm wineries.

HISTORY/PAST ACTION:

In the past this zoning section only allowed outdoor food and alcohol sales for restaurants with certain limitations. Under this provision farm winery tasting rooms are included on an equal footing to restaurants.

FINANCIAL IMPACT:

RECOMMENDATION:

Approval.

SUGGESTED MOTIONS:

Motion to Approve.

ATTACHMENTS:

Attached is a clean Ordinance 2020-03

AN ORDINANCE TO AMEND ORDINANCE 91-9 OF THE CITY OF DAHLONEGA, GEORGIA WHICH APPEARS IN THE PUBLICATION OF THE CODE OF THE CITY OF DAHLONEGA, GEORGIA AT: SUBPART B: LAND USE AND LAND DEVELOPMENT, APPENDIX B: ZONING, ARTICLE XVI: B-3, HISTORICAL BUSINESS DISTRICT, SECTION 1604: OUTDOOR SALES, STORAGE AND DISPLAY PROHIBITED.

Short Title: "An Ordinance to allow farm winery tasting rooms to perform limited outdoor sales in the B-3 District."

WHEREAS, the City Council of Dahlonega, Georgia desires to allow farm winery tasting rooms to perform wine tastings outdoors.

NOW, THEREFORE, be it ordained, and it is so ordained by the authority of the City Council of Dahlonega, that Ordinance 91-9 of the City of Dahlonega, Georgia which appears in the publication of the Code of the city of Dahlonega, Georgia at: Subpart B, Appendix B, Article XVI, Section 1604 shall be amended in its entirety to read as follows:

Sec. 1604. - Outdoor sales, storage and display prohibited.

Except as otherwise provided, it shall be unlawful in the B-3, Historical Business District, to provide any outdoor storage, outdoor display or outdoor sales on any portion of a subject lot; provided, however, that said prohibition shall not apply to farm winery tasting rooms as defined in O.C.G.A. 3-6-21.1(a)(3) and restaurants which desire to sell outdoors provided that outdoor sales are restricted as follows:

1. Sales shall occur only within an area of the zoned premises approved by the Community Development Director or the Director's designee.
2. Approved signage must be displayed within said area to advise patrons that alcoholic beverages cannot be removed from the outdoor dining area under any circumstances.
3. Any alcohol sold cannot be served in bottles, cans, plastic cups, or any other disposable containers, but only in glass containers.
4. Any restaurant or farm winery tasting room utilizing sidewalk right of way must comply with the regulations of the City of Dahlonega concerning such sidewalk dining facilities.
5. For the purposes of this ordinance front porch areas over which the restaurant or farm winery tasting room has control may be used in the same manner and under the same regulations as sidewalk dining facilities for up to four tables provided the porch area is approved by the Community Development Director or the Director's designee.

This ordinance appears in an appendix to the Code of the City of Dahlonega. The codifier is hereby granted editorial license to include this ordinance 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 appendix to the Code, including but not limited to, the misspelling of words, typographical errors, duplicate pages, incorrect references to state or federal laws, statutes, the 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.

Adopted and Ordained this ____ day of _____, 2020.

By: _____
Sam Norton, Mayor

Attest: _____
Mary Csukas, City Clerk



CITY COUNCIL AGENDA REPORT

DATE: January 16, 2020

TITLE: Ordinance 2020-04: An Ordinance to allow Farm Winery Tasting Rooms to perform outdoor wine tastings in the CBD and also allowing porch sales of alcoholic beverages by restaurants and farm wineries. This ordinance pertains to Ordinance 91-9 as it appears in the appendix to the code of ordinances of the City of Dahlonega.

PRESENTED BY: Doug Parks, City Attorney

AGENDA ITEM DESCRIPTION:

This Ordinance is to allow Farm Winery Tasting Rooms to perform wine tastings outdoors in the Central Business District under certain conditions. Additionally, this would allow porch sales of alcoholic beverages by restaurants and farm wineries.

HISTORY/PAST ACTION:

In the past this section only allowed limited outdoor dining activities for restaurants. Under this section farm wineries are included on an equal footing to restaurants.

FINANCIAL IMPACT:

RECOMMENDATION:

Approval.

SUGGESTED MOTIONS:

Motion to Approve.

ATTACHMENTS:

Attached is a clean Ordinance 2020-04

AN ORDINANCE TO AMEND ORDINANCE 91-9 OF THE CITY OF DAHLONEGA, GEORGIA WHICH APPEARS IN THE PUBLICATION OF THE CODE OF THE CITY OF DAHLONEGA, GEORGIA AT: SUBPART B: LAND USE AND LAND DEVELOPMENT, APPENDIX B: ZONING, ARTICLE XVII: CBD, CENTRAL BUSINESS DISTRICT, SECTION 1704: OUTDOOR SALES, STORAGE AND DISPLAY PROHIBITED.

Short Title: "An Ordinance to allow farm winery tasting rooms to perform limited outdoor sales in the CBD."

WHEREAS, the City Council of Dahlonega, Georgia desires to allow farm winery tasting rooms to perform wine tastings outdoors.

NOW, THEREFORE, be it ordained, and it is so ordained by the authority of the City Council of Dahlonega, that Ordinance 91-9 of the City of Dahlonega, Georgia which appears in the publication of the Code of the city of Dahlonega, Georgia at: Subpart B, Appendix B, Article XVII, Section 1704 shall be amended in its entirety to read as follows:

Sec. 1704. - Outdoor sales, storage and display prohibited.

Except as otherwise provided, it shall be unlawful in the CBD, Central Business District, to provide any outdoor storage, outdoor display, or outdoor sales on any portion of a subject lot; provided, however, that said prohibition shall not apply to farm winery tasting rooms as defined in O.C.G.A. 3-6-21.1(a)(3) and restaurants which desire to sell outdoors provided that outdoor sales are restricted as follows:

1. Sales shall occur only within an area of the zoned premises approved by the Community Development Director or the Director's designee.
2. Approved signage must be displayed within said area to advise patrons that alcoholic beverages cannot be removed from the outdoor dining area under any circumstances.
3. Any alcohol sold cannot be served in bottles, cans, plastic cups, or any other disposable containers, but only in glass containers.
4. Any restaurant or farm winery tasting room utilizing sidewalk right of way must comply with the regulations of the City of Dahlonega concerning such sidewalk dining facilities.
5. For the purposes of this ordinance front porch areas over which the restaurant or farm winery tasting room has control may be used in the same manner and under the same regulations as sidewalk dining facilities for up to four tables provided the porch area is approved by the Community Development Director or the Director's designee.

This ordinance appears in an appendix to the Code of the City of Dahlonega. The codifier is hereby granted editorial license to include this ordinance 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 appendix to the Code, including but not limited to, the misspelling of words, typographical errors, duplicate pages, incorrect references to state or federal laws, statutes, the 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.

Adopted and Ordained this ____ day of _____, 2020.

By: _____
Sam Norton, Mayor

Attest: _____
Mary Csukas, City Clerk



RESOLUTIONS & ORDINANCES

DATE: July 7, 2020

TITLE: Ordinance 2020-26: To provide Height Limitations in the CBD. This ordinance pertains to Ordinance 91-9 as it appears in the appendix to the code of ordinances of the City of Dahlonega.

PRESENTED BY: Kevin Herrit, Community Development Director (Doug Parks – Alternate)

AGENDA ITEM DESCRIPTION:

This Ordinance is to provide height limitations in the CBD (Central Business District).

HISTORY/PAST ACTION:

FINANCIAL IMPACT:

RECOMMENDATION:

Approval.

SUGGESTED MOTIONS:

Motion to Approve.

ATTACHMENTS:

Ordinance 2020-26

AN ORDINANCE TO AMEND ORDINANCE 91-9 OF THE CITY OF DAHLONEGA, GEORGIA WHICH APPEARS IN THE PUBLICATION OF THE CODE OF THE CITY OF DAHLONEGA, GEORGIA AT: SUBPART B: LAND USE AND LAND DEVELOPMENT, APPENDIX B: ZONING, ARTICLE VII: GENERAL PROVISIONS, SECTION 703: HEIGHT LIMITATIONS.

Short title: "Ordinance to regulate building heights erected in the CBD."

WHEREAS, the City Council of Dahlonega, Georgia desires to provide regulated building heights for the CBD (Central Business district).

NOW, THEREFORE, be it ordained, and it is so ordained by the authority of the City Council of Dahlonega, that Ordinance 91-9 of the City of Dahlonega, Georgia which appears in the publication of the Code of the city of Dahlonega, Georgia at: Subpart B, Appendix B, Article VII, Section 703 which appears shall be amended in its entirety to read as follows:

Sec. 703. – Height limitations.

No building or structure shall hereafter be erected, constructed, reconstructed, or altered, except as otherwise specifically exempted in this ordinance, to exceed the story heights as laid out in figure 703.1 & 703.2; provided, however, that the Governing Body may permit buildings and structures to exceed these height limitations upon approval of a conditional use as specified in Article XXVII [Section 2608] of these regulations. Within the B-3, Historical Business District, no building or structure shall be erected to a height which is greater than the height of the existing building or structure with the greatest height within said district. Buildings erected within the CBD, R-1, R-2, R-3, B-1, I and MHP districts shall not exceed a building height of 35 feet. Buildings in B-2 and O-I shall not exceed a height of 55 feet tall with the exception of South Park Street and Chestatee Street, which shall not exceed a building height of 35 feet.

The height limitations established herein shall not apply to chimneys, smokestacks, church spires and steeples, domes, flag poles, public monuments, observation towers, water towers, non-commercial radio and television towers, electricity transmission towers, utility poles and similar structures.

[Section 703.1 and 703.2 are not amended by this Ordinance.]

Definitions:

Story Height - The height of each story is based on the ceiling height of the rooms plus the thickness of the floors between each pane.

This ordinance appears in an appendix to the Code of the City of Dahlonega. The codifier is hereby granted editorial license to include this ordinance 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 appendix to the Code, including but not limited to, the misspelling of words, typographical errors, duplicate pages, incorrect references to state or federal laws, statutes, the 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.

Adopted and Ordained this _____ day of _____, 2020.

By: _____
Sam Norton, Mayor

Attest: _____
Mary Csukas, City Clerk



CITY COUNCIL AGENDA REPORT

DATE: August 4, 2020
TITLE: River Sand, Inc. Contract Dredging Agreement
PRESENTED BY: Mark Buchanan, City Engineer

AGENDA ITEM DESCRIPTION:

This is a dredging agreement contract between the City and River Sand, Inc. The following work to be performed includes mobilization, site and access grading, dredging/sediment removal, work associated with staging area, demobilization and export of dredging material off site.

HISTORY/PAST ACTION:

FINANCIAL IMPACT:

The cost of all work, materials, services, equipment, labor and related items to be provided is \$57,000.00. The cost of work is calculated from the \$47.50 per cubic yard for the 1,200 cubic yards to be dredged.

RECOMMENDATION:

Approval.

SUGGESTED MOTIONS:

Motion that the Mayor be authorized to execute the contract with River Sand, Inc.

ATTACHMENTS:

River Sand Incorporated: Contract Dredging Agreement
Exhibit A: Dahlonaga Reservoir Area Boundary
Exhibit B: Disposable Area Outline
Exhibit C: Yahoola Reservoir Post-Dredge Clearance

Contract Dredging Agreement

This Contract Dredging Agreement (“Agreement”) made the _____ day of _____, 2020, by and between River Sand, Incorporated (“Contractor”) and City of Dahlonega. (“Owner”).

WITNESSETH

WHEREAS, Owner desires to engage Contractor to perform the work described in Section 1 below (“Work”) upon the Owner’s lake, also known as Yahoola Creek Reservoir, (“Lake”) located near Wimpy Mill Road, Dahlonega, GA 30533 (“Project Site”), and Contractor agrees to perform such Work on the Project Site in accordance with the terms of this Agreement.

NOW, THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1) **Work Performed:** The work to be performed on the Project Site includes the following: mobilization, site and access grading, dredging/sediment removal, work associated with staging area, demobilization, and export of dredged material off site as more particularly described below (“Work”).
 - 1.1 The Contractor or its engineer/surveyor will provide the Owner with a documented survey of the Lake prior to commencement of dredging referencing the boundaries and associated quantity and location of sediment (“Pre-Dredge Survey”). The Pre-Dredge Survey will cover the area to be dredged from the boundary on Exhibit “A” and by this reference incorporated hereto. The Contractor will define the dredging boundaries based on the Pre-Dredge Survey and based on discussions with the Owner prior to the start of the project. However, sediment will be removed based on the Contractor’s discretion in addition to the capability and limits of the dredging equipment, specifically the reach of the excavator(s).
 - 1.2 Mobilization will include placing long reach excavator on the bank along the northern boundary of the area outlined on Exhibit “A”. Access to the Lake will utilize the Owner’s property at this location and ingress/egress from Wimpy Mill Road. The Owner will obtain and provide the proper easement and permissions to the access points on the Lake from both the landowner and any regulatory authority. The Contractor will provide the appropriate grading, matting, and necessary work for adequate access. The Owner will provide the “Disposal Area” located as outlined on Exhibit “B”. The Owner will provide the necessary gravel, erosion control measures, and final stabilization for both the dredging site and disposal area.
 - 1.3 The determination of dredging method is at the Contractor’s discretion. Dredging is limited to the capability of the equipment. Limitations of the dredge include but are not limited to: stumps, hardpan, logs, large debris, reach, installed structures, shallow sediment depth (less than one foot), and other obstructions. The excavator will place the sediment either in a self-contained

system to promote further dewatering before transport or directly on a dump truck. The truck will travel along Wimpy Mill Road to the Disposal Area to dump the material. Tracking of debris on the streets will be limited with the use of an all-weather truck mat system or gravel, and proper dump beds to prevent leakage. The sediment will be dumped, relayed, and stored to promote further dewatering at the Disposal Area. Sediment will be left permanently at the Disposal Area and the Owner will be responsible for final stabilization. Stockpiling or grading is limited to the moisture content at the time of the Project.

- 1.4 The project will consist of mechanical dredging methods, in accordance with standard industry practices, implementing best management practices. There is one area of concern within the Lake that will be dredged. The area surveyed within the Pre-Dredge Survey will be subsequently measured after dredging occurs, as a Post-Dredge Survey, to calculate the volume of sediment removed. The target volume to be removed from the area outlined within Exhibit “A” is 1,200 cubic yards. There is more volume of sediment within the targeted area of the Lake, and it is understood that only a portion will be removed. Change of the target volume is at the discretion of both the Contractor and Owner and will require an agreement in writing. The Contractor will determine the depth of sediment to be removed from the area to reach the target volume. The Owner’s representative or engineer, along with the Contractor, will perform a check(s) of completed work throughout the project, usually by area, to determine compliance and satisfaction to the best interest of the Owner, and will then perform a clearance or check-off stating that a particular area is complete (Exhibit “C”). Dredging does not include shoreline cleanup of material (i.e. small volumes along the shore, leaf/limb debris) outside of the boundary, large debris removal (i.e. trees, stumps), or moving boats or boat docks. Minimal tree and landscape removal and/or pruning may occur but only if absolutely necessary. However, the Contractor will obtain prior written consent by the Owner’s representative regarding trees or landscape features that will be removed either in preliminary meetings or on an as needed basis. It is the Owner’s responsibility to determine ownership of trees and property boundaries. During the dredging process, the Lake water elevation will not be affected by the dredging operation.
 - 1.5 The Contractor will implement standard industry practices relating to mobilization and demobilization of equipment while utilizing the utilities including, but not limited to, roads, curbs, and sidewalks. The Contractor is not responsible for any damage to roads, sidewalks, curbs, or other utilities related to the project. However, the Contractor will repair any damage as a result of negligence. The Contractor agrees to comply, at its own expense, with all federal, state, and local laws and regulations applicable to the Work in this Agreement.
 - 1.6 Contractor agrees to not assign or sublet this Agreement, without the consent of the Owner.
- 2) **Commencement of Work:** The Work to be accomplished under this Agreement shall commence after the execution of this Agreement and based on the Contractor’s availability. The anticipated start date will be August 18, 2020. The nature of this Work is unusual because it is dependent on various factors including but not limited to weather, sediment type and characteristics, in addition to other factors. Extended timeframes are not expected by the Contractor but the Contractor is expected absorb the additional costs involved based on these factors. Therefore, the Work schedule is at the discretion of the Contractor based on these factors and the nature of the Work described.
 - 3) **Agreement Price:** The cost of all work, materials, services, equipment, labor, and related items to be provided by Contractor hereunder (“Costs of Work”) is \$57,000.00. The Costs of Work is

based on 1,200 cubic yards ("Total Volume") to be dredged, and the Contractor will have the option to remove a minimum of the Total Volume to obtain the total Costs of Work. The Costs of Work is calculated from the \$47.50 per cubic yard for the 1,200 cubic yards to be dredged. The Costs of Work is confirmed by the calculation of the volume actually dredged from the Lake based on the results from the comparison of the Pre and Post Dredge Surveys, unless otherwise agreed upon by the Contractor and Owner in writing. The Costs of Work may change based on the final volume removed but not without consent of both the Contractor and Owner. Except as provided herein the Owner shall be required to make additional payments to Contractor only as a result of change orders or properly executed additions to this Agreement. Any change order will be an agreement between the Owner and Contractor and executed in writing to add to this Agreement. Notwithstanding anything to the contrary herein, Owner's members, officers, directors and agents shall have no liability to Contractor whatsoever. The "Costs of Work" covers all costs and expenses necessary to accomplish the work contemplated or actually necessary hereunder, including, but not limited to, supplies, machinery or tool costs, labor, insurance, overhead, taxes, fees, debris removal, safety or security measures, subcontractor expenses, repair of damage caused in the work, and materials for the work described herein.

- 4) **Payment Procedure.** The schedule for payments to Contractor hereunder for work properly performed is:

Payment 1: 10% of Costs of Work: Due upon mobilization of the Contractor

Payment 2: 80% of Costs of Work: Due upon completion of dredging and material exported

Payment 3: 10% of Costs of Work: Due upon demobilization

Contractor will submit to the Owner a payment request upon completion of each scheduled task listed above. The Owner will make a final payment to Contractor upon approval. The final payment shall constitute a full and final waiver of any and all claims by the Contractor against the Owner arising out of this Agreement or otherwise related to the Work.

Failure to complete the Work in full will result in non-payment according to the payment schedule above by the Owner to the Contractor.

- 5) **Contractor's Insurance and Indemnification:**

Contractor shall purchase and maintain such insurance as will protect it from claims which may arise out of or result from Contractor's operations under this Agreement, including Workers' Compensation Insurance and Comprehensive General Liability Insurance in amounts as required by law and acceptable to Owner, which is as follows:

- a) Comprehensive general liability insurance, legal liability and completed operations/products liability, covering occurrences within the policy period, with minimum general aggregate limits of \$2,000,000 and \$1,000,000 combined single limit per occurrence.
- b) Automobile liability with combined single limit of \$1,000,000
- c) Workers' compensation insurance in a form prescribed by the laws of the state of the Project Site, and with minimum limits as prescribed by the laws of the state of the Project Site, but in no event shall such limits be less than \$500,000.

Certificates of the insurance required hereunder shall be furnished upon request of Owner. Contractor agrees to notify Owner immediately upon notice of any cancellation of its insurance by insurer.

Subcontractor shall submit to the Contractor, within three (3) calendar days of the occurrence of any accident, copies of all reports arising out of any injuries to its employees or those of any firm or individual to whom it may have sublet work, or any property damages arising or alleged to have arisen on account of any work done by Contractor under this Agreement.

Each contract of insurance required under Article 5 shall contain clauses to the effect that the same may not be reduced or canceled on less than 30 days' prior written notice to the Owner.

- 6) **Damage To Property; Defective Work.** Should Contractor damage the property of Owner or its members, or any landowner granting access to Contractor, Contractor shall promptly remedy such damage. However, contractor will not be responsible for any damage to the roads. No warranty or guarantee of Work can or will be extended as a result of the nature of the project.
- 7) **Project Site.** Contractor shall confine operations at the Project Site to areas permitted by law, ordinances, permits, and this Agreement. Contractor shall keep the premises within and surrounding the Project Site free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work contemplated hereunder, Contractor shall remove all its waste materials, rubbish, tools, equipment, and surplus materials from and about the Project Site.
- 8) **Communication.** The Owner has selected a representative for the Work within the Project Site. The selected representative is as follows:
Vince Hunsinger, (706)973-9933, vhunsinger@dahlonga.gov
The representative will be the point of contact for the Owner, its members, and the Contractor. All communication will be directed through the point of contact.
- 9) **General.** Time is of the essence in this Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, supplemented, or modified by a modification, in writing, signed by both parties. This Agreement may be executed in several identical counterparts. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party, and to the successors, assigns, and legal representatives to such other party in respect to all covenants, agreements, and obligations contained in this Agreement. Neither party to this Agreement shall assign this Agreement or sublet it as a whole or in part without the written consent of the other. Written notices under this Agreement shall be deemed to have been duly served if delivered in person to the individual or members of the firm or entity or to an officer of the corporation for whom it was intended or delivered at or sent by registered or certified mail to Contractor at Contractor's address specified at the top of this Agreement, and to the Owner at: 465 Riley Road, Dahlonga, GA 30533, or such other address as may be specified in writing. Both parties agree that all claims, disputes or other matters in question between the parties to this Contract arising out of, or relating to, this Contract

or breach thereof shall be resolved by the process of binding arbitration, and decided by arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. The parties shall share the costs of said arbitration equally; however, the issues of attorney fees and costs shall be an issue for resolution at arbitration. All work performed hereunder by Contractor, its agents or employees, shall be performed as an independent contractor, and such shall not be considered Owner's employee. This contract shall be governed according to the laws of the State of Georgia.

This Agreement executed the day and year first above written.

OWNER:

CITY OF DAHLONEGA

By: _____ Print Name

_____ Officer Title

_____ Signature

_____ Date

CONTRACTOR:

RIVER SAND, INCORPORATED

By: _____ Print Name

_____ Officer Title

_____ Signature

_____ Date

Dahlonega Reservoir

1,200 square yards area outlined in white

1,200 cubic yards @ average 3 feet depth of sediment removal

Sky Country Rd

Wimpy Mill Rd

Google Earth

300 ft

Exhibit B





Exhibit C
514 Tolhurst Road Cleveland, GA 30528
(770) 983-3477 Sales Office
(706) 348-7327 Main Office
(706) 348-7326 Fax

Yahoola Reservoir Post-Dredge Clearance

This form can be used to combine or split additional areas as the scheduled work requires by duplicating this page.

Dredging of area as described below from (Exhibit "A") has been completed to the satisfaction of the Owner. A signature will represent completion:

Description:

OWNER:
CITY OF DAHLONEGA

CONTRACTOR:
RIVER SAND, INCORPORATED

By: _____ Print Name

_____ Officer Title

_____ Signature

_____ Date

By: _____ Print Name

_____ Officer Title

_____ Signature

_____ Date