



# CITY OF DAHLONEGA

## Council Work Session Agenda - Amended

January 19, 2021 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 - December 2020, Chris Worick, Dahlonega Cemetery Committee Chairman
- [2.](#) Main Street - November 2020, Lucas Cheney, Main Street Project Coordinator

### TOURISM:

### DEPARTMENT REPORTS:

- [3.](#) City Marshal's Report - December 2020  
Jeff Branyon, Chief Marshal
- [4.](#) Community Development – December 2020  
Kevin Herrit, Director
- [5.](#) Financial Services – December 2020  
Melody Marlowe, Finance Director
- [6.](#) Public Works - December 2020  
Mark Buchanan, PW Director/ City Engineer
- [7.](#) Water & Wastewater Treatment Department Report - December 2020  
John Jarrard, Water/Wastewater Treatment Director, Buck McCallister, Wastewater Treatment Plant Manager & Morgan Caldwell, Water Treatment Plant Manager

### ITEMS FOR DISCUSSION:

- [8.](#) 2021 Municipal Election, Mary Csukas, City Clerk
- [9.](#) Amendment to SDS for Law Enforcement, Bill Schmid, City Manager
10. Appointment - Temporary Council Member, Sam Norton, Mayor
- [11.](#) Resolution 2021-03 Historic Preservation Grant, Kevin Herrit, Community Development Director
- [12.](#) SPLOST Water and Sewer Line Extension Policy, Bill Schmid, City Manager
- [13.](#) Memo Regarding House Bill 879, Doug Parks, City Attorney
- [14.](#) GEMA - Mutual Aid and Assistance Agreement 2021

### 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

1/11/2021

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Report Title: Cemetery Report - December 2020

Report Highlight: Committee meeting was cancelled.

Name and Title: Chris Worick, Dahlonega Cemetery Committee Chairman

Recently Completed:

- No activity since last month.

Underway:

- The committee is working with local funeral homes in preparation of columbarium installation. It's the committee's goal that not only is the city prepared to provide columbarium niches to potential buyers, but that our local funeral homes are able to market them accurately and appropriately. Leaders from the industry should be on hand for the cemetery committee meeting prior to the columbarium installation.
- Discussions continue with the Department of Veterans' Affairs regarding headstones for fallen confederate soldiers interred in Mount Hope.



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## MAIN STREET

### CITY OF DAHLONEGA DEPARTMENT REPORT

1/1/2021

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Report Title: Main Street - November 2020  
Report Highlight: GEMS Program  
Name and Title: Lucas Cheney, Main Street Project Coordinator

#### Recently Completed:

- Completed hiring of two new Main Street/DDA Assistants: Ariel Alexander and Skyler Alexander
- Reserved Main Street GEMS Presentation slot was for March 24
  - Held over Zoom Conference
- Event: Dahlonega First Night was held in the South parking lot of the Dahlonega Square with live music, children's nugget drop at 9, and the official nugget drop at 12
- Event: The biannual UNG Corp of Cadets FROG week run was held on January 10

#### Underway:

- Research and Development of Event Applications to encompass all possible events, rentals, or uses within single application
- Completion Annual Main Street Report
- Reassessment of Wayfinding Sign Program process
- Development of 2020 Dahlonega Main Street Work Plan
  - Work Plan proposal will be brought to DDA/Main Street board in February 4 board meeting
- Event: Connectivity Thousand Words event in Hancock Park will be held Saturday, January 16 in Hancock Park

#### Near Term:

- Present Dahlonega Main Street GEMS Presentation on March 24
  - Main Street team will work to develop presentation for Georgia Main Street officials
- Evaluate advertising requirements within Dahlonega Special Event permits
  - Event Signage for S. Chestatee St., East Main St, or other proposed entrances to the Dahlonega Square



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**CITY MARSHAL'S OFFICE**

**CITY OF DAHLONEGA DEPARTMENT REPORT**

Dec-20

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Report Title: City Marshal's Report

Report Highlight: On December 17, the Marshal's Office responded to a shoplifting call at Walmart. The suspect was confronted by deputy marshal Jones in the parking lot. He dropped the stolen property and fled on foot. He ran onto Morrison Moore Parkway where he was tased and eventually arrested with the assistance of the Lumpkin County Sheriff's Office. This is a good example of the cooperation between the Marshal's Office and the Lumpkin County Sheriff's Office.

Name, Title: Jeff Branyon, Chief Marshal

Recently Completed:

- The Marshal's Office issued 32 traffic citations, 24 warnings, 44 traffic stops and responded to 56 calls for service, removed 17 signs, and made 670 citizen contacts.

Underway:

- The Marshal's Office is implementing the signal sidearm program through Axon. This program
- will activate the officer's body camera anytime the officer draws their weapon. This device will ensure the officer's camera is always recording if the weapon is drawn. This provides protection for the officer, city and general public when use of force issues arise. The contract has been executed and we are awaiting the arrival of the hardware.

Near Term:

- The Marshal's Office is conducting a survey of the street signs, street lights and road hazards to assist the city road department in identifying missing or inoperable sign and lights.



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## COMMUNITY DEVELOPMENT

### CITY OF DAHLONEGA DEPARTMENT REPORT

12/1/2020

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Report Title: Community Development – December 2020

Report Highlight: Community Development sent out renewal notices for Occupational Tax Certificates for the upcoming year of 2021. The department recovered \$2,700 through a program with GMA for Insurance firms that sold policies in DahlongeGA but did not pay their Occupational Tax in 2019.

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 an Unmanned Aerial Vehicle application to the online permitting site.
- Sent out notices for OTC's for 2021

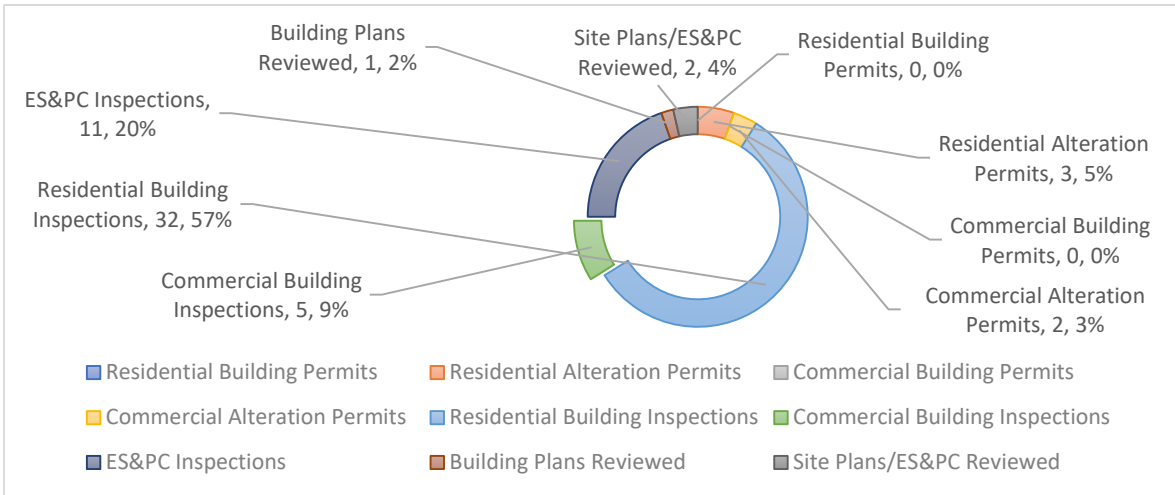
#### Underway:

- 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. Waiting on confirmation from other departments on information they would like to see on the form to complete a draft version.

#### Development Projects:

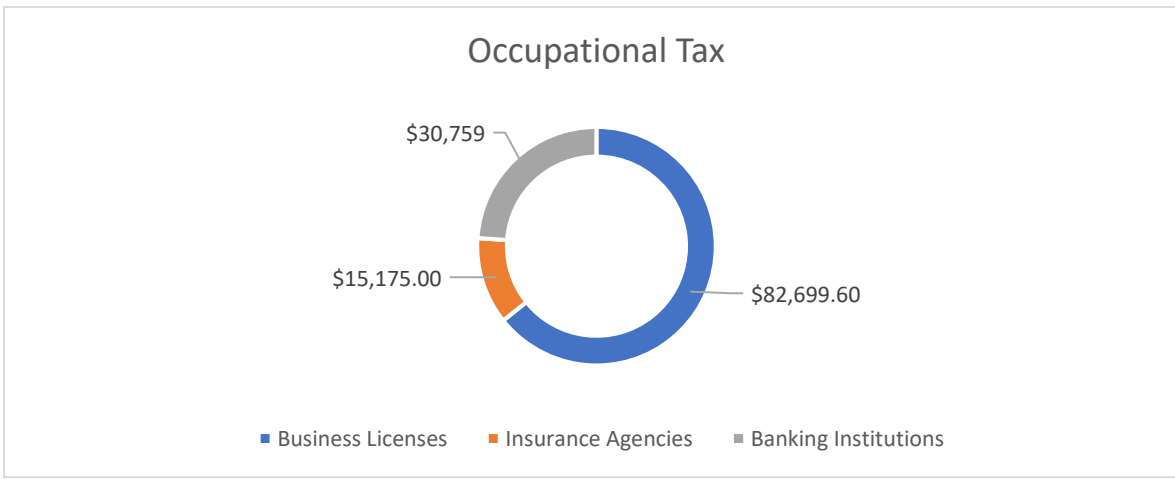
- 40 East Main Street – Finishing minor interior work and outside sidewalks.
- Apartments located off of Vickery have obtained a full LDP.
- The Laurel development has been issued TCO for the first three buildings. The rear two buildings are finishing up interior work. Final Plat has been approved and 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:**

- None

**Closed Businesses:**

- None



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## FINANCIAL SERVICES

### CITY OF DAHLONEGA DEPARTMENT REPORT

12/31/2020

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Report Title: Financial Services – December 2020  
Report Highlight: Auditors completed fieldwork for FY2020 financials: no corrections were identified.  
Name and Title: Melody Marlowe, Finance Director

#### Recently Completed:

- Complete auditor fieldwork for FY2020 financial audit
- Reconcile employee insurance elections for 2021 and enter deductions and city charges into HR/PR software module
- Submit required 2020 Immigration report with Georgia Department of Audits

#### Underway:

- Complete the FY2020 financial audit; file required year-end financial reports
- 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

Dec-20

Report Title Public Works – December 2020

Report Highlight COVID-related measures continue. Having exhausted available federal funding for these tasks, City Staff has taken over duties in house.

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

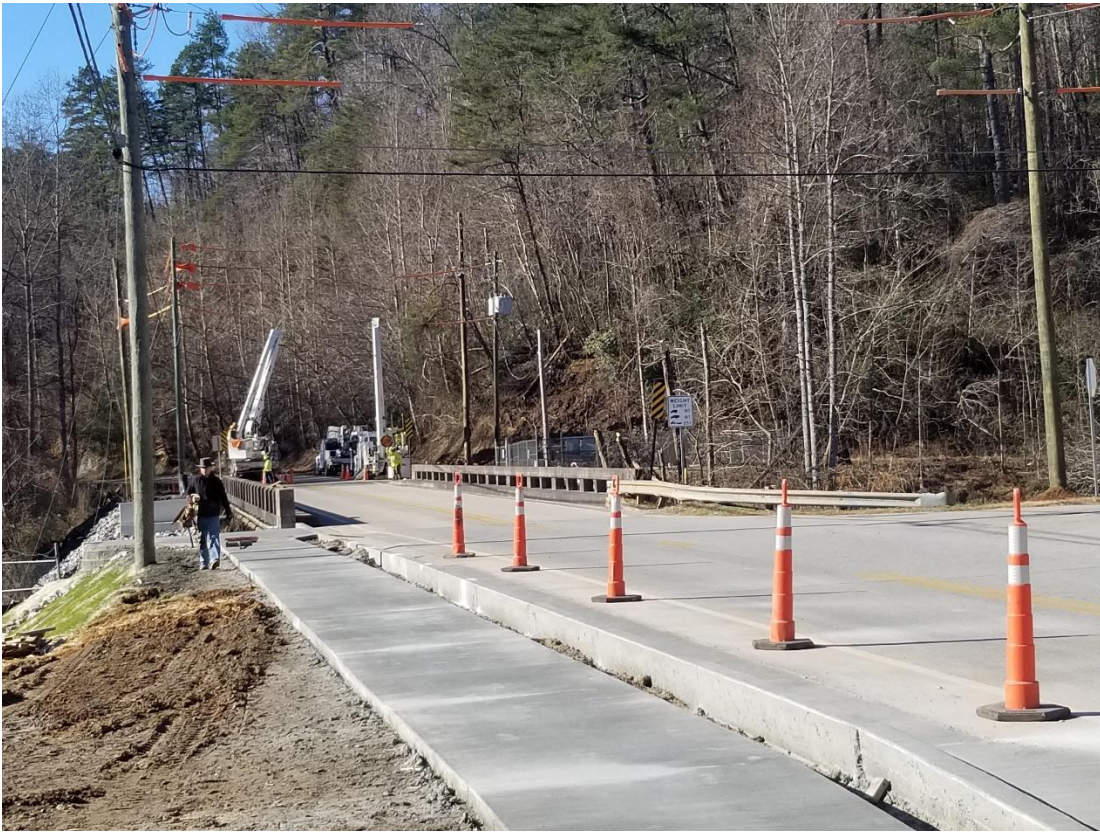
Recently Completed:

- The street crew is beginning the transition from Christmas to winter decor. Staff has placed a single gold mining shaker box on the south end of the square. More are currently under construction and, prior to spring, decorative vegetation will be installed in the boxes.



- Executed the contract for Preliminary Engineering for the Morrison Moore Pedestrian Bridge.
- Utility relocation at Wimpy Mill Picnic Area.





- Construction of Wimpy Mill Picnic Area bridge abutments.



### Underway:

- Preparation for delivery of Wimpy Mill Picnic Area pedestrian bridge and kayak dock.
- Wood Engineering is beginning the first steps of environmental assessments and design for the Morrison Moore sidewalk and pedestrian bridge.
- 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. The columbarium should be placed by the third week of January. Following placement, the need for additional amenities will be evaluated.
- 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.
- 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**

Dec-20

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Report Title: Water & Wastewater Treatment Department Report - December 2020

Report Highlight: Due to the power lines being moved for the work on Wimpy Mill Road, the portable pump had to be installed for two days at the Old Water Plant Lift Station. Everything went as planned and the contractor completed the work on a timely schedule. Now that we have cleared the holidays, water usage and sewage flows should return to normal barring any shut downs that may occur due to the Pandemic. Pricing was received for the two wastewater projects and are awaiting approval from other Departments before work begins.

Name, Title: John Jarrard, Water/Wastewater Treatment Director, Buck McCallister, Wastewater Treatment Plant Manager & Morgan Caldwell, Water Treatment Plant Manager

Recently Completed:

- Collected Quarterly THM/HAA sampling for state lab
- Quarterly Dam Inspection
- Manually cleaned both disc filters at WWTP
- Ran portable pump on Old Water Plant LS for two days while rerouting power
- Adjusted altitude valve on Wal-Mart water tank
- Received pricing on WWTP Master Plan and Barlow Lift Station Engineering
- Flygt Preventive Maintenance/Inspections of Lift Stations

Underway:

- Repairs to Portable Generator (John Deere Repair Shop)
- Updates to Risk Assessment/Emergency Response Plan
- Replacement of both Digester Aerators (Capital Project)
- Bidding out Rehab Work on Crown Mountain Pump Station
- Repairs to E.Q. Tank level sensor
- Replacement of faulty valve on Rack #3 at WTP
- Repairs to Sludge Dump Truck
- Repairs to main breaker on lift station at the WTP

Near Term

- Work with other City Departments to develop a Cross-Connection Control Program and Backflow Prevention Program.
- Possible Pilot Study on Lime System at the WWTP
- 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:** January 13, 2021  
**TITLE:** 2021 Municipal Election  
**PRESENTED BY:** Mary Csukas, City Clerk

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## **AGENDA ITEM DESCRIPTION:**

The 2021 Municipal Elections will be conducted for Post 1, Post 2, Post 3 & Mayor. The general election will be held on Tuesday, November 2, 2021. The qualifying fees for each office will be filed as follows:

Post 1 \$144.00, Post 2 \$144.00 & Post 3 \$144.00 & Mayor \$270.00

Qualifying for the offices listed will be at 8:30 a.m. Tuesday, August 24, 2021, and will end at 4:30 p.m. on Thursday, August 26, 2021, at Dahlonega City Hall, 465 Riley Road, Dahlonega, GA 30533.

In the coming weeks, the City Clerks' Office will propose an intergovernmental agreement between Lumpkin County and the City of Dahlonega relating to the 2021 Municipal Election for the City of Dahlonega.

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## **HISTORY/PAST ACTION:**

The 2017 and 2019 Municipal Election qualifying fees were set at \$144.00 for a Council Member and \$270 for the Mayor.

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## **FINANCIAL IMPACT:**

None

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## **RECOMMENDATION:**

Approval of the listed qualifying fees for the 2021 Municipal Election.

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## **SUGGESTED MOTIONS:**

I request approval of the listed qualifying fees for the 2021 Municipal Election.

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## **ATTACHMENTS:**

Notice of proposed qualifying fees for the purpose of publication.

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## 2021 MUNICIPAL ELECTION

Pursuant to OCGA 21-2-131 notice is hereby given that the general election will be held on Tuesday November 2, 2021. The qualifying fee for each office to be filed is as follows:

Mayor	\$270.00
Council Member Post 1	\$144.00
Council Member Post 2	\$144.00
Council Member Post 3	\$144.00

Qualifying for the offices listed above will be at 8:30 a.m. Tuesday, August 24, 2021 and will end at 4:30 p.m. on Thursday, August 26, 2021.



# RESOLUTIONS & ORDINANCES

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**DATE:** January 13, 2021  
**TITLE:** SDS Law Enforcement Change  
**PRESENTED BY:** Bill Schmid, City Manager

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## **AGENDA ITEM DESCRIPTION:**

The accompanying amendment to the 2017 SDS for Law Enforcement with Lumpkin County is recommended for approval. It continues to offer the city flexibility in staffing for peace officers, while recognizing a reasonable price for use of vehicles and equipment of off-duty LCSO deputies performing hourly work for the City or event sponsors. The document is also on the agenda for the Board of Commissioners January meeting.

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## **HISTORY/PAST ACTION:**

The City's law enforcement function goes back to its founding. After a few years contracting with the LCSO for services the Council reconstituted the City Marshals Office in FY2018. The Marshal is increasing the size of the department and shift coverage as budgets allow, but is not always able to provide staffing for the City's many events. Off-duty deputies are often hired hourly by event sponsors, or by the City as needed. The 2017 SDS addressed an annual fee to compensate the County for the use of LCSO vehicles, weapons and personal equipment not owned by deputies.

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## **FINANCIAL IMPACT:**

\$4,000 additional each year – increase from \$8,000 to \$12,000

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## **RECOMMENDATION:**

Approval of the Addendum as provided.

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## **SUGGESTED MOTIONS:**

I move to approve Amendment 1 to the 2017 Service Delivery Strategy Agreement between Lumpkin County and City of Dahlonega.

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## **ATTACHMENTS:**

Addendum 1 to the 2017 Service Delivery Strategy Agreement

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**Amendment 1 to the  
2017 Service Delivery Strategy Agreement  
Between Lumpkin County  
and City of Dahlonega**

The undersigned authorized representatives of the governing authority of Lumpkin County, Georgia (“County”) and the undersigned authorized representatives of the City of Dahlonega (“City”), entered into the 2017 Service Delivery Strategy Agreement (“SDSA”) in February, 2017.

The County and the City have agreed to amend Section 2 of the SDSA to increase the amount paid by the City to the County for supplemental law enforcement expenses.

This Amendment is based upon the mutual promises and benefits herein and within the SDSA and other good and valuable consideration.

The County and the City hereby agree to amend Section 2 of the SDSA as follows:

**The City will pay to the County the sum of Twelve Thousand Dollars (\$12,000) annually on or before June 1 of each year for supplement law enforcement expenses within the City incurred by the County by virtue of the City’s use of off duty deputies from the Sheriff’s Department. This compensation shall be in addition to the direct payments by the City to off duty deputies. The City will provide liability insurance coverage for those deputies assigned to City duties. The City and the Sheriff may agree in writing to additional supplemental law enforcement services during the term of the SDSA with the consent of the County which shall not be unreasonably withheld.**

This amendment shall be effective for the payment due on or before June 1, 2021 and shall continue through the remainder of the term of the SDSA, unless otherwise agreed by the parties in writing.

All other portions of the agreement and services currently provided County-wide by the County will continue to be provided by the County in the City limits as well at no cost to the City. Unless otherwise amended herein, all other terms and conditions of the SDSA shall continue in full force and effect.

Executed this \_\_\_\_\_ day of January, 2021, by the undersigned representatives of the parties.

**Lumpkin County, Georgia (“County”)**

**City of Dahlonega (“City”)**

By:

By:

\_\_\_\_\_  
Chris Dockery, Chairman

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

Attest:

Attest:

\_\_\_\_\_  
Melissa Witcher, Clerk

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



# CITY COUNCIL AGENDA REPORT

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**DATE:** January 13, 2021  
**TITLE:** Resolution 2021-03 Historic Preservation Grant  
**PRESENTED BY:** Kevin Herrit, Community Development Director

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## **AGENDA ITEM DESCRIPTION:**

Request to submit for the 2021 Historic Preservation Fund Grant for the CLG Survey and Planning Grant to resurvey the Historic District (B-3 and CBD zoned properties).

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## **HISTORY/PAST ACTION:**

Last Historic Resource Survey was in 2001. Having an up-to-date Historic Resource Survey within the past 6 years is a requirement to remain a Certified Local Government (CLG) for the Historic Preservation Commission. This grant will help the HPC in determining what structures are historically significant.

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## **FINANCIAL IMPACT:**

The Financial impact is 40 % of the cost of the survey. The Estimated cost of the survey is \$10,000. We would be looking to use the required 40% match from Community Development's Professional services budget. These funds are currently budgeted; however a resolution is required by DCA.

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## **RECOMMENDATION:**

Recommend approval to submit for Grant.

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## **SUGGESTED MOTIONS:**

I move to approve the resolution to submit for the 2021 Historic Preservation Fund Grant for the CLG Survey and Planning Grant from DCA.

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## **ATTACHMENTS:**

Resolution for the 2021 Historic Preservation Fund Grant.

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**RESOLUTION 2021-03**

**A RESOLUTION TO APPROVE 2021 HISTORIC PRESERVATION FUNDS**

**BE IT RESOLVED**, by the Mayor and Council of Dahlonega, Georgia:

**WHEREAS**, the City of Dahlonega is duly constituted under the laws of Georgia; and,

**WHEREAS**, in every case, it is the intention of the City of Dahlonega to develop opportunities for the public good and the general welfare of the citizens of Dahlonega and the State of Georgia; and,

**WHEREAS**, the proposed historical resource survey project will provide benefits to residents of the City of Dahlonega and will assist the City in maintaining its Certified Local Government status as well as identifying the historic resources that contribute to the character of the City; and,

**WHEREAS**, the project will benefit historic preservation and tourism; and,

**WHEREAS**, the financing of 60% of the project through the Historic Preservation Fund is critical to adequately addressing the needs of the survey; and,

**WHEREAS**, the City of Dahlonega commits to funding 40% of the project if the funding is awarded; and,

**NOW, THEREFORE, BE IT RESOLVED** that the City of Dahlonega will seek 2021 Historic Preservation Funds from the Georgia Department of Community Affairs, Historic Preservation Division as a necessary funding component for this project.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

APPROVED: \_\_\_\_\_  
Sam Norton, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Mary Csukas, City Clerk  
City of Dahlonega



# CITY COUNCIL AGENDA REPORT

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**DATE:** December 21, 2020  
**TITLE:** SPLOST Water and Sewer Line Extension Policy  
**PRESENTED BY:** Bill Schmid, City Manager

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## **AGENDA ITEM DESCRIPTION:**

This is an informational item for general discussion.

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## **HISTORY/PAST ACTION:**

Among other purposes, SPLOST funds are being collected to fund some water and sewer line extensions. All of the FY2021 W/S Extension SPLOST funds are budgeted to be used for a project which was identified as a need during updating of the water model. This is the 12" water line connection along Morrison Moore from S. Chestatee to Alumni Drive. This line is in design.

At present the city has no clear policy as to where and when it should look to make extensions, or guidance as to when, whether or to what degree to use sales tax revenue to participate in economic or other development projects within its water/sewer service delivery area. Looking ahead there are a range of projects that might merit some consideration.

Staff seeks to build further on the recent water model work to develop budget level studies which do not include field survey or final drawings, but would allow project prioritization. We also seek to develop policies to guide the participation, if any, in joint venture projects with developers. The estimated cost is \$25,000, which is proposed to come from FY2021, if the project comes in under budget.

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## **FINANCIAL IMPACT:**

Contingent \$25,000 from SPLOST

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## **RECOMMENDATION:**

Staff seek consultant proposals suitable for award if the MM project comes in under budget.

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## **SUGGESTED MOTIONS:**

None at this time.

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## **ATTACHMENTS:**

None

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# RESOLUTIONS & ORDINANCES

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**DATE:** January 19, 2021  
**TITLE:** Memo Regarding House Bill 879  
**PRESENTED BY:** Doug Parks, City Attorney

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**AGENDA ITEM DESCRIPTION:**

This item is an informational memo that begins to explain the new legislative changes to alcohol regulations in Georgia. The informational memo comments on the upcoming centralized permitting of alcohol licenses. It also alerts the council to anticipated changes allowing package licensees greater latitude in performing tastings on their premises. An ordinance will follow at the next available work session for more detailed review regarding the tastings changes. Also at that work session we will provide information regarding home delivery of alcohol by certain licensees. The home delivery information is being delayed as DOR has advised us that they are still fine tuning some issues. This will also allow us to get feedback from the jurisdictions adopting home delivery early.

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**HISTORY/PAST ACTION:**

None. This is a response to new legislation.

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**FINANCIAL IMPACT:**

None.

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**RECOMMENDATION:**

Review informationally.

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**SUGGESTED MOTIONS:**

Informational only. No motion at this time. Ordinance to follow at next work session.

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**ATTACHMENTS:**

Memo dated January 13, 2021 to the Council from Doug Parks regarding House Bill 879

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To: Council  
From: Doug Parks  
Re: House Bill 879  
Date: January 13, 2021

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The above referenced new legislation mandates centralized permitting of alcohol licenses and also allows for significantly greater sales latitude for certain alcohol licensees. This memo addresses centralized permitting generally and also more specifically provides a listing of the changes that will occur to our ordinance in order to accommodate the new rules benefiting package licensees wishing to do tasting events. The State created the new tasting options but at the same time mandated some significant requirements for the licensee. The anticipated changes are noted in this memo for general review but may change when adjusting for codification in the ordinance amendment upcoming. (Note: At the February work session we will provide you with the ordinance amendment necessary to accomplish the tasting adjustments as well as information regarding home delivery of alcohol by package stores and some restaurant licensees to customers' homes. We have decided to delay that presentation one month in order to gather information and comment from the jurisdictions first to adopt home delivery of alcohol.)

### **Section 1 - Centralized Permitting**

Section 1 of HB 879 provides for a centralized permitting system by the Department of Revenue. The City will be required to use this new system for both the application and renewal process. While the State will have uniform procedures and forms to be used in both the application and renewal process, the DOR *will also be allowing the City to upload documents into the system.* Once the applicant completes the centralized application process, the application is simultaneously sent to the DOR and the City. Fees required by the City for initial applications and renewals will be paid separately from the DOR. *We will suspend any local application process work as the State will be doing that for us at least to a large extent.*

### **Section 5 - Tasting Events at Package Stores**

Section 5 of the legislation allows for tasting events at our package stores. The regulations allowing this are somewhat detailed. This includes small samples of beer or wine. The tasting event cannot take place in a public area of the store. Tastings in a limited manner can be conducted by the licensee. Only one type of alcohol can be served. Only four packages can be open at the same time. Packages opened for the purpose of providing samples cannot be sold. There can only be one event per day and the event must be closed to the public. There are also limits on the type of food served. Notice is all that is required to the local government. No license can be required. (See Exhibit 2).

To accommodate this option for our package licensees, Section 5 calls for our current alcohol ordinance to be changed to allow for tastings in the following sections and we recommend that to occur. Changes to existing regulation to allow for this option are highlighted in yellow below:

**4-23(q):**

(q) Sales areas, activities. Except as otherwise allowed under the terms of this article, it shall be unlawful for any licensee to make delivery of any alcoholic beverages licensed to be sold except within the premises or area licensed for sale thereof. No package store licensee shall permit the consumption of alcohol sold by the licensee to be consumed on the lot or premises where the licensed establishment is located, nor shall any individual consume the contents of such packages on the lots or premises where the licensed establishment is holding a Class B or C license. Licensees holding an ancillary growler ordinance shall follow the rules set forth for growler licensees rather than the provisions of this section. This subsection shall be subject to the following terms and conditions:

(1) A tasting event shall only take place on the licensed premises and only at times at which such alcoholic beverages may be lawfully sold on such licensed premises;

(2) Only one tasting event per day may be held on the licensed premises and such tasting event shall not exceed four hours;

(3) Only one type of alcoholic beverage may be served at a tasting event, either malt beverages, wine, or distilled spirits; provided, however, that more than one brand of such type of alcoholic beverage may be offered so long as not more than four packages are open at any one time;

(4) If the tasting event is for malt beverages, a consumer shall not be served more than eight ounces of malt beverages during such tasting event. If the tasting event is for wine, a consumer shall not be served more than five ounces of wine during such tasting event;

(5) Only alcoholic beverages that the licensee is licensed to sell on the licensed premises may be offered as part of a tasting event, and such alcoholic beverages shall be part of the licensee's inventory;

(6) Only food that is lawful to sell on the licensed premises by the City, under this title or under any rules or regulations of the Department of Revenue commissioner, may be served as part of a tasting event. Such food shall be offered at no cost to the consumer;

(7) Any operator or employee of the licensee may refuse to provide any brand, type, or quantity of alcoholic beverage to any consumer;

(8) The licensee shall notify the governing authority of the City of Dahlenega prior to holding a tasting event;

(9) Any broken package containing alcoholic beverages on the licensed premises that is not licensed for retail sales for consumption on the premises shall be kept locked in a secure room or cabinet by the operator of the licensed premises except when in use during a tasting event;

(10) Representatives and salespersons of manufacturers or wholesalers may attend a tasting event; provided, however, that such representatives and salespersons shall not host the tasting event, pour any alcoholic beverage, or provide anything of value to any consumer or to the licensee or an employee of a licensee; and

(11) Any other terms, conditions, and limitations as may be required or imposed by the governing authority of the county or municipality in which the licensed premises is located.

**4-24(a)(2):**

(2) Except as specifically provided for in subsection (b) of this section concerning certain wine tastings and section 4-27 concerning growlers, the original retail containers of any alcoholic beverage sold by a package store retail licensee hereunder shall not be opened on the lot or premises of the location licensed for the sale thereof **except for the purpose of scheduled tasting events.**

**4-29(b)(2):**

(b) Unlawful practices. Except at private functions not open to the public that meet the requirements of section 4-24(d), it shall be unlawful for any Class D, E, or F licensee or employee or agent of such licensee to engage in or allow any of the following practices in connection with the sale or other disposition of alcoholic beverages:

(2) Sell, offer to sell, or deliver to any person or group of persons any alcoholic beverage at a price less than \$1.00 except pursuant to other provisions of this article allowing free sample tastings **except during a scheduled tasting event that the licensee has given proper notice to the City prior to the event.**

**4-32: Conditions for issuance of an ancillary wine tasting permit.**

This section of the ordinance would need to be completely removed and possibly replaced with verbiage to allow for tastings at package stores.

# STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

Municipality: City of Dahlonega, Ga

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

## ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II  
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III  
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV  
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and



(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

#### ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

#### ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

#### ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

#### ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

#### ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X  
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI  
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

\_\_\_\_\_  
Chief Executive Officer - Signature

Sam Norton  
\_\_\_\_\_  
Chief Executive Officer – Print Name

Municipality: City of Dahlonega, GA

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
GEMA/HS Director – Signature

\_\_\_\_\_  
GEMA/HS Director – Print Name

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

APPENDIX A  
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for the City of Dahlonega GA (municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named municipality:

<u>David Wimpy</u> Print Name	<u>EMA Director</u> Job Title/Position
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\_\_\_\_\_  
Signature of Above Individual

<u>Lorraine Morris</u> Print Name	<u>EMA Deputy Director</u> Job Title/Position
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\_\_\_\_\_  
Signature of Above Individual

<u>Bill Schmid</u> Print Name	<u>City Manager</u> Job Title/Position
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\_\_\_\_\_  
Signature of Above Individual

_____ Chief Executive Officer –Signature Sam Norton	Date: _____/_____/_____
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\_\_\_\_\_  
Chief Executive Officer – Print Name

APPENDIX B  
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for the City of Dahlonega,  
for the purpose of reimbursement sought for mutual aid:

Melody Marlowe  
\_\_\_\_\_  
Print Name

Finance Director  
\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Chief Executive Officer - Signature

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Sam Norton

\_\_\_\_\_  
Chief Executive Officer – Print Name