



CITY OF DAHLONEGA Council Meeting Agenda

December 05, 2022, 6:00 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.

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

CALL TO ORDER AND WELCOME

PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

APPROVAL OF AGENDA

PUBLIC COMMENT – PLEASE LIMIT TO THREE MINUTES

APPROVAL OF MINUTES -

- a. Council Meeting Minutes November 7, 2022

Mary Csukas, City Clerk

APPOINTMENT/RECOGNITION

1. Oath of Office - Officer Nicholas Weathington

JoAnne Taylor, Mayor

ORDINANCE AND RESOLUTION:

2. Ordinance 2022-16: An ordinance to exclude off-street parking and loading requirements within the B-3 and CBD zones for restaurants, lounges and retail businesses

Doug Parks, City Attorney

ANNOUNCEMENT/CITY REPORTS:

OLD BUSINESS:

3. 2023 Agreement for Tourism Development Services
Allison Martin, Finance Director
4. UCBI Banking Service Contract Renewal
Allison Martin, Finance Director
5. Resolution 2022-17 - FY2022 Year-end Budget Amendment
Allison Martin, Finance Director
6. DDA Intergovernmental Agreement City of Dahlonega
Mary Csukas, DDA Director

NEW BUSINESS:

7. 2023 Alcoholic Beverage License - Gourmet Brew Inc dba Dahlonega Tasting Room
Doug Parks, City Attorney
8. 2022 Alcoholic Beverage License – 35 Degrees North LLC dba The Station
Doug Parks, City Attorney
9. 2023 Alcoholic Beverage License Renewals

Doug Parks, City Attorney

10. Executive Session - Litigation and Personnel

COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

ADJOURNMENT



CITY OF DAHLONEGA Council Meeting Minutes

November 07, 2022, 6:00 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.

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

PRESENT

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

CALL TO ORDER AND WELCOME

Mayor Taylor called the meeting to order at 6 pm

PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Councilmember Larson led the prayer. Councilmember Bagley led the pledge.

APPROVAL OF AGENDA

Mayor Taylor announced the agenda and noted the last-minute changes to the executive session for personnel matters and litigation.

She called for a motion.

Motion made by Councilmember Larson, Seconded by Councilmember Shirley.

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

PUBLIC COMMENT – PLEASE LIMIT TO THREE MINUTES

Mike Feagin, 362 Timberlane, Drive-discussed his opinion on the sidewalk vote. He hoped the Council would think strongly about turning it down, adding that the sidewalk was in excellent shape. He asked that the funds be used to complete the sidewalk to the reservoir and loop.

Jim Gribben, 257 Hawkins St, offered his opinion on open containers and his understanding of how items are tabled and brought to the agenda. He would like a way for Council to discuss items without having a quorum. He expressed concerns for the Head House.

Sam McDuffie, Tourism Director, notified Council about the magazine Southern Living being in Dahlonega Wednesday, Thursday, and Friday.

Tom Gordineer, 339 North Chestatee, brought a video and discussed Walmart Way discussed

restriping Walmart Way. He offered an idea from the City of Auburn which rents made-over storage sheds to small businesses. He offered concerns about First Night being canceled. He offered concerns regarding the conflict between the City and the County. Mayor Taylor offered thanks to those present for providing their comments and opinions.

APPROVAL OF MINUTES -

- a. City Council Meeting Minutes, October 5, 2022
Danna Foster, Assistant City Clerk
- b. Council Work Session Meeting Minutes, October 17, 2022
Danna Foster, Assistant City Clerk
- c. City Council Special Called Meeting Minutes, October 21, 2022
Danna Foster, Assistant City Clerk

Mayor Taylor announced the item, asked for a motion to approve all minutes, and named the minutes.

Motion made by Councilmember Gaddis to approve items a, b, and c, Seconded by Councilmember Reagin.

There was a follow-up discussion regarding the lights at Hancock Park and the downtown area.

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

APPOINTMENT/RECOGNITION

1. Unveiling of the Community Helping Place Christmas Ornament
Melissa Line, CHP Executive Director

Mayor Taylor read the joint proclamation by Lumpkin County and the City of Dahlonega.

CHP Executive Director Melissa Line unveiled the ornament celebrating the Vickery House. She invited her Board Chair, Brian Hinkle, to join her in the unveiling. Councilmember Larson read Vickery House's history from the ornament's insert.

ORDINANCE AND RESOLUTION:

2. Ordinance 2022-12: The ordinance allows commercial walking tours of Mount Hope Cemetery.

Doug Parks, City Attorney

Mayor Taylor announced the item and announced it had been reworded as requested. She called for a motion.

Motion made by Councilmember Shirley, Seconded by Councilmember Ariemma.

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

ANNOUNCEMENT/CITY REPORTS:

3. Financial Report - August 2022

Allison Martin, Finance Director

Mayor Taylor announced the item.

Director Martin read the highlights of the report. Council asked for clarity in the Stormwater Enterprise Fund graph and discussed enterprise funds and general funds. Director Martin indicated she was working on an investment plan which would provide the option to pay down long-term debt.

OLD BUSINESS:

4. 2023 Employee Benefits Program

Allison Martin, Finance Director

Matt Bidwell, MSI Benefits Group, Inc.

Mayor Taylor introduced the benefits program item adding that employees deserve a healthy package.

Director Martin reviewed the process of the options and negotiations with GMA adding that they had settled at a 4.2% increase. They had budgeted 8%. The changes to the plan will include co-pay changes and deductible changes. She added that this is the least amount of impact on our workforce at this time.

Mayor Taylor called for a motion.

Motion made by Councilmember Larson, Seconded by Councilmember Bagley.

Council discussed the costs in the outside marketplace and the benefits of working in a large group with additional benefits. They also acknowledged the savings of almost \$80,000 with this negotiation. They congratulated Director Martin on her negotiation.

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

5. Proposed Construction Easement Pinetree Way

Allison Martin, Finance Director

Mayor Taylor announced the item.

Director Martin stated that Pinetree Way is jointly owned. They are doing construction with School and requesting the easement. This has been vetted through legal and is ready to move forward.

Mayor Taylor asked for a motion.

Motion made by Councilmember Shirley, Seconded by Councilmember Larson.

Mayor Taylor called for discussion, and there was none.

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

6. Project # 2022-017 Wimpy Mill Road Sidewalk Repair and Replacement

Vince Hunsinger, Capital Projects Manager

Mayor Taylor introduced the item and reminded the item's original reason was for public safety, to add a curb and gutter.

Manager Hunsinger explained that the sidewalk is about five years old. The City invested \$45,000 in the initial sidewalk, and DOT invested \$85,000. He added that the project is coming in now at \$374,859, which is three times the original amount.

Mayor Taylor called for a motion.

Motion made by Councilmember Ariemma to not approve at this time, Seconded by Councilmember Shirley.

Mayor Taylor called for discussion.

Council asked for further clarity on the public safety issue and thanked the citizen who came forth as a regular sidewalk user. They discussed other alternatives.

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

NEW BUSINESS:

7. Public Notice 2023 Meeting Dates

Mary Csukas, City Clerk

Mayor Taylor announced the item.

City Clerk Csukas clarified the items in the document.

Motion to approve made by Councilmember Gaddis, Seconded by Councilmember Larson.

Council discussed the Juneteenth Federal Holiday and changing the July 3rd Council date.

Councilmember Gaddis modified his motion to amend the July 3rd date to July 10.

Seconded by Councilmember Larson.

Mayor Taylor called for additional discussion, and there was none.

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

8. 2023 Alcoholic Beverage License Renewal Process

Mary Csukas, City Clerk

Mayor Taylor announced the item. She explained there were several changes, and the State was now in charge of alcohol licenses.

Ms. Csukas requested the Council to allow the applicants who come forward with Consumption on Premises and Retail to suspend fines. She explained the process the applicants have been taking, which is confusing but would be a good tool. She asked that, at this time, we suspend fines for late applications. She added that the list Council had is all the Retail and Consumption Premises that have come forward for renewal and have been accepted by the State.

There was a discussion about needing two motions.

Mayor Taylor suggested the motion to suspend fines first.

Councilmember Bagley motioned to suspend the fines until December 1, 2022.

Councilmember Larson seconded the motion

Mayor Taylor called for discussion.

Council discussed the fine amount and how many organizations would be affected.

Mayor Taylor restated that the motion on the table was regarding late fees/fines and called for all in favor.

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

Mayor Taylor called for the second motion to approve the list presented.

Ms. Csukas explained that the current Retail and Consumption on Premise list includes turned-in renewal applications. She is asked for the list to be approved for the 2023 license.

Councilmembers Reagin and Ariemma recused themselves from the vote.

Councilmember Gaddis motioned to approve the list provided by the City Clerk.

Councilmember Gaddis motioned to approve the list provided by the City Clerk for approval of licenses and seconded by Councilmember Bagley.

Mayor Taylor called for any discussion and those in favor when there was no discussion.

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

Councilmembers Ariemma and Reagin recused themselves from the vote.

9. Executive Session - Personnel Matters and Litigation

Mayor Taylor called for a motion to move to an executive session for Personnel Matters and Litigation at 6:48 pm.

Councilmember Gaddis made a motion to go to Executive Session for Personnel Matters and Litigation. Councilmember Shirley seconded it.

Council returned from Executive Session, citing no action taken.

Upon return to the Regular Council meeting, the following items were discussed:

1. The City has placed an advertisement in the GA Trend magazine to recognize the University of North Georgia on the celebration of its 150th anniversary.
2. This is A reminder of the public meeting being held on Wednesday, November 9th. @ 6:30 pm at the Park & Rec Building to review the plans and schedule of the construction work that will be completed on Park Street.

COMMENTS – PLEASE LIMIT TO THREE MINUTES

The City Clerk was not present for comments.

The City Manager was not present for comments.

The City Attorney had no additional comments.

City Council Comments- Councilmember Bagley commented on the LCHS Football team making the playoffs with a game scheduled for Saturday, November 12th. There were no additional comments from the Council.

The Mayor had no additional comments.

ADJOURNMENT

City Council adjourned the meeting.

**CITY OF DAHLONEGA
OATH OF OFFICE**

PERSONALLY APPEARED BEFORE THE UNDERSIGNED OFFICER AUTHORIZED TO ADMINISTER OATHS CAME NICHOLAS WEATHINGTON WHO UNDER OATH STATES THAT PURSUANT TO GEORGIA LAW I SWEAR:

THAT I AM NOT THE HOLDER OF ANY UNACCOUNTED FOR PUBLIC MONEY DUE THIS STATE OR ANY POLITICAL SUBDIVISION OR AUTHORITY THEREOF;

THAT I AM NOT THE HOLDER OF ANY OFFICE OF TRUST UNDER THE GOVERNMENT OF THE UNITED STATES, ANY OTHER STATE, OR ANY FOREIGN STATE WHICH BY THE LAWS OF THE STATE OF GEORGIA I AM PROHIBITED FROM HOLDING;

THAT I AM OTHERWISE QUALIFIED TO HOLD SAID OFFICE ACCORDING TO THE CONSTITUTION AND LAWS OF GEORGIA;

THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THIS STATE; AND

AND, AS REQUIRED BY THE CHARTER OF THE CITY OF DAHLONEGA, I DO SOLEMNLY SWEAR THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF GEORGIA, THAT I WILL IN ALL RESPECTS OBSERVE THE PROVISIONS OF THE CHARTER AND ORDINANCES OF THE CITY OF DAHLONEGA AND I WILL FAITHFULLY DISCHARGE THE DUTIES OF POLICE OFFICER SO HELP ME GOD.

Nicholas Weathington,
Police Officer

Sworn to and subscribed
before me this 5th
day of December 2022.

JoAnne Taylor,
Mayor



Ordinances and Resolutions

DATE: 11/30/2022
TITLE: Ordinance 2022-16: An ordinance to exclude off-street parking and loading requirements within the B-3 and CBD zones for restaurants, lounges and retail businesses
PRESENTED BY: Doug Parks, City Attorney

AGENDA ITEM DESCRIPTION:

We are requesting that you refer an ordinance revision to the planning commission. It appears that compliance with the City's off-street parking requirements in B-3 and CBD is virtually impossible and is generating a loss of business relocation to those districts. The impact is being felt most heavily in the restaurant and retail use categories. This ordinance, during the planning commission review phase, may be modified by staff to other categories besides restaurants and general retail. This has not been to a work session, but because of pending relocations, it is suggested that the matter be referred without work session consideration. The nominal changes to the existing regs are highlighted in yellow on the suggested revision.

HISTORY/PAST ACTION:

At the present time, the zoning ordinance calls for leases or proof of ownership of off-street parking spaces to be located within 1,000 feet of buildings in the B-3 or CBD zones. It would seem that the regulation is impractical and not sustainable because of the inability to obtain off-street parking leases, etc. in the real estate market.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Recommendation to approve.

SUGGESTED MOTIONS:

Motion to approve the referral of Ordinance 2022-16 to the planning commission and for further staff analysis and review.

ATTACHMENTS:

Ordinance 2022-16

AN ORDINANCE TO AMEND ORDINANCE 91-9 OF THE CITY OF DAHLONEGA, GEORGIA WHICH APPEARS AT: SUBPART B LAND USE AND LAND DEVELOPMENT, APPENDIX B: ZONING; ARTICLE VI: OFF-STREET PARKING, LOADING AND ACCESS REQUIREMENTS, SECTION 601: OFF-STREET PARKING AND LOADING SPACES REQUIRED AND SECTION 602: MINIMUM NUMBER OF OFF-STREET PARKING SPACES REQUIRED, APPEARING AS SO IDENTIFIED IN THE CODE OF THE CITY OF DAHLONEGA, GEORGIA.

Short title: "An ordinance to exclude off-street parking and loading requirements within the B-3 and CBD zones for restaurants, lounges, and retail businesses."

WHEREAS, the City Council of Dahlonega, Georgia desires to exclude off-street parking and loading requirements within the B-3 and CBD zones for restaurants, lounges, and retail businesses.

NOW, THEREFORE, be it ordained, and it is so ordained by the authority of the City Council of Dahlonega, that Subpart B, Appendix B, Article VI, Section 601 and 602, of Ordinance 91-9 appearing so identified in the Code of the City of Dahlonega shall be amended in their entirety to read as follows:

Sec. 601. - Off-street parking and loading spaces required.

Off-street automobile parking and loading spaces shall be provided, as specified in this Article, for uses and structures hereafter established in all zoning districts at the time of initial construction of any principal building, unless otherwise exempted from this Article. For developments phased in timing, parking and loading requirements may also be phased in accordance with the requirements applying for each particular time phase of development.

Any building or use that is subsequently enlarged or converted to another use shall meet the off-street parking and loading space requirements of this Article, for the enlarged or new use.

Required parking and loading spaces shall be maintained and shall not be encroached upon by refuse containers, signs or other structures, unless an equal number of spaces are provided elsewhere in conformance with these regulations.

Required parking and loading spaces shall be provided with vehicular access to a public street or alley, unless such access is prohibited by these regulations.

In all zones except B-3 and CBD, off-street parking and loading facilities required shall be located on the same lot as the principal building or use. However, as much as fifty (50%) percent of the required number of parking spaces may be located within four hundred (400) feet of the principal building or use, provided proof of ownership or a valid lease agreement for use of such premises is provided to the Community Development Director or their designee. Such distance shall be measured between the nearest point of the parking facility and the nearest point of the principal building or use.

In the B-3 and CBD zoning districts off-street parking and loading facilities up to one hundred (100%) percent of the required number of parking spaces may be located within one thousand (1,000) feet of the principal building or use, provided proof of ownership or a valid lease agreement for use of such premises is provided to the Community Development Director or their designee. Such distance shall be measured between the nearest point of the parking facility and the nearest point of the principal

building or use. Certain uses are excluded from off-street parking and loading requirements within the B3 and CBD zones as noted in Section 602.

In B-3 and CBD, applicants may seek administrative variance approval for reduced parking space number using applications provided by the City. The Community Development Director shall have authority to grant an administrative variance reducing otherwise required spaces by an amount not to exceed twenty-five percent (25%) provided good cause for variance is shown. The request shall be accompanied by a parking study conducted by a licensed Professional Engineer or a Certified Planner which demonstrates suitability of the site for single-use or shared multi-use parking at reduced amounts.

Sec. 602. - Minimum number of off-street parking spaces required.

The minimum number of required off-street parking spaces for each type of permitted use shall be as indicated below. For uses not specifically listed, the off-street parking requirements shall be those of the most similar use as determined by the Zoning Administrative Officer. When the application of these parking requirements results in a fractional space requirement, the fractional space requirement shall be construed to mean one (1) additional space.

Use Classification	Parking Space Requirements
Apartment and other multiple-family residential uses	Two spaces per dwelling unit plus four spaces per leasing office and ten spaces per clubhouse or recreation center
Art gallery	One space for each 300 square feet of gross floor area
Auditorium, stadium, assembly hall, gymnasium or community center	One space per four fixed seats in largest assembly room or area
Bank or financial institution	One space for each 200 square feet of gross floor area
Banquet hall	One space per every two persons of capacity
Barber or beauty shop	Three spaces for each operator or chair
Billiard hall, amusement arcade	One space for each 200 feet of gross floor area
Boarding or rooming house	One space for each two guests plus one additional space for each resident manager or owner
Bowling alley	Three spaces for each alley

Use Classification	Parking Space Requirements
Church or place of worship	One space per four fixed seats in largest assembly room
Community center	One space for each five seats, or ten spaces per 1,000 square feet of assembly areas where there are no fixed seats
Conference/convention center	One space per every two persons of capacity or one space per 100 square feet of gross floor area, whichever is greater, plus the requirements of each individual use (i.e. hotels, restaurants, etc.)
Convenience retail store	One space for each 200 square feet of gross floor area
Cultural facility	One per five seats provided for public assembly or one per 250 square feet or gross floor area when no seats are provided, plus one per full-time employee
Dance studio or school	One space for each employee plus one space per 150 square feet of gross floor area
Day care center	One space for each eight children, plus one space per employee
Event Center	One space per every two persons of capacity
Duplex	Two spaces per dwelling unit
Food store	One space per 200 square feet of gross floor area
Funeral home or mortuary	One space for each four seats in largest assembly room
Furniture or appliance store	One space per 600 square feet of gross floor area
Gasoline service station	Two spaces per gasoline pump plus three spaces per service bay
	Three spaces for each hole plus one space for each two employees

Use Classification	Parking Space Requirements
Health club, spa	One space for each 150 square feet of gross floor area
Hospital, clinic, nursing home	One space for each two beds plus one space for each staff or visiting doctor, plus one space for each three employees
Hotel, motel	One space for each guest room plus one space for each two employees on largest shift
Industrial or manufacturing	Two spaces for each three employees on largest shift
Laundry, self service	One space for each washer-dryer combination
Library, museum	One space for each 200 square feet of gross floor area
Lodge, club	One space for each three seats in largest assembly room
Miniature golf course	Three spaces per hole
Mobile home, mobile home park	Two spaces per dwelling unit plus one space for each resident manager and additional spaces for public park or use areas
Office, general or professional	One space for each 250 square feet of gross floor area
Office, medical or dental	Six spaces per practitioner
Personal service establishment	One space for each 200 square feet of gross floor area
Restaurant or lounge	One space for each 100 square feet of gross floor area. None in CBD or B3.
Retail business	One space for each 200 square feet of gross floor area. None in CBD or B3.
Sanitarium, rest and convalescent home, personal care home	One space for each four patient beds plus one space for each doctor and staff member
School, elementary	Two spaces per classroom and administrative or staff person

Use Classification	Parking Space Requirements
School, high	Ten spaces per classroom plus one space for each administrative or staff person
School, college, trade, vocational	Ten spaces per classroom plus one space for each administrative or staff person
Self-service storage facility, mini-warehouse	One space for each twenty storage stalls, plus two spaces for resident manager's office
Shopping center	One space for each 200 square feet of gross floor area
Single-family residence	Two spaces per dwelling unit
Theater, cinema	One space for each three seats
Wholesale	One space for each 500 square feet of gross floor area

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.

It is so ordained this ____ day of _____, 2022.

By: _____
JoAnne Taylor, Mayor

Attest: _____
Mary Csukas, City Clerk



City Council Agenda Memo

DATE: November 4, 2022
TITLE: 2023 Agreement for Tourism Development Services
PRESENTED BY: Allison Martin, Finance Director

AGENDA ITEM DESCRIPTION:

This agreement continues tourism promotion services which will be provided by the Dahlonega-Lumpkin County Convention and Visitors Bureau, Inc. rather than the Chamber of Commerce.

HISTORY/PAST ACTION:

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

FINANCIAL IMPACT:

\$288,575 over the year – months January through September are in the FY23 approved budget.

RECOMMENDATION:

Approval of the agreement as provided.

SUGGESTED MOTIONS:

I move to approve the 2023 Agreement for Tourism Development Services as written, or subject to the following changes: (list them).

ATTACHMENTS:

2023 Draft Agreement for Tourism Development Services

AGREEMENT FOR TOURISM DEVELOPMENT SERVICES

This Agreement, entered into as of December ____, 2022, by and between the Dahlonega-Lumpkin County Chamber of Commerce, Inc. a private-sector nonprofit organization organized under the laws of Georgia, (the “Chamber”), and the City of Dahlonega, a Georgia Municipal Corporation (the “City”) is as follows:

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

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

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

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

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

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

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

Now, therefore, the parties agree as follows:

1.

The purpose of this contract is to provide for tourism promotion services desired by the City and the Chamber. Tourism promotion services shall be performed without regard to Chamber membership and shall include: promoting and stimulating tourism in Dahlonega; promoting conventions, events, and trade shows in the City; promoting recreational, cultural, historic, and natural resources of the City; supporting other tourism efforts of the City, including but not limited to those of Georgia Film Ready, North Georgia Film, and the Downtown Development Authority; active involvement in tourism efforts of the state and southeast region; operating the Welcome Center and public restrooms for days and hours to be approved by the

City; and providing trained full-time and part-time staff, consultants and volunteers as needed to perform these services in accordance with a budget reviewed and approved by the City.

2.

Prior to June 15th of the fiscal year coexistent with the term of this contract, the Chamber shall deliver to the City of Dahlonega its “cost allocation” analysis for the next succeeding contract year, including tourism budgets, advertising plans, and projected Chamber budgets and such other information sufficient to the satisfaction of the City for it to adopt a budget plan specifying how the proceeds of such tax are to be expended. These efforts, and special Chamber tourism promotions if any, shall be reviewed by the City as part of the City’s budget process and may be amended at the discretion of the City in consultation with the Chamber. The City shall then determine and adopt a Tourism Development Services Contract budget plan to be made a part of the City budget plan. Special projects of the Chamber, if any, including major renovations or multiyear elements of the work program, are to be identified and budgeted as part of the annual budget process with the City.

3.

During the term of this Agreement, the City agrees to provide in consideration for the services rendered certain restricted funds to be derived from the proceeds of the hotel-motel tax. The monthly sum provided shall be \$24,047.92. The term proceeds as referenced in this paragraph shall be the funds collected from the levy of the hotel-motel tax by the City less the City’s administrative fee of 3% of the funds collected, and the term restricted shall mean the funds shall be used exclusively for Tourism, Convention and Trade Show purposes as same are used in Title 48 Chapter 13 Article 3 of the Georgia Code.

4.

The Chamber shall in consideration of the tax funds referenced above provide monthly financial reports to the City by the 22nd day of each calendar month in a form mutually agreeable to both the Chamber and the City. These reports will be used by the City in part to ascertain the Chamber’s compliance with the terms of this Agreement and with O.C.G.A. Section 48-13-51(9)(A). The City may in its sole discretion require during the term of this Agreement additional financial information from the Chamber, including specific receipts, copies of checks, deposits, and other similar items. The Chamber shall also deliver a copy of its annual Form 990 and annual financial audit with findings and management comments as well as the QuickBooks documentation required by the City’s designated auditors to the City prior to the 180th day following the Chamber fiscal year being audited.

5.

The Chamber shall participate in an annual compliance audit for the City’s fiscal year October 1 through September 30 to be conducted by an auditor designated by the City and paid for out of the tax money received by the Chamber from the City. The audit will be used to determine compliance by the Chamber with the terms of this Agreement and with the requirements of O.C.G.A. Section 48-13-51(9)(B). The Chamber shall expedite its response to

all sampling requests presented by the auditors and assist the City auditors in completing their work so that the compliance audit can be completed prior to the presentation of the annual City audit to the City Council, or in no event later than 90 days following the end of the Chamber's fiscal year.

6.

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

7.

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

8.

The City shall periodically perform unannounced audits of one, some or all lodging properties in the City. These may be undertaken by an outside agency. Such lodging property audits shall be paid for from new tax funds collected incident to the audit process or from hotel-motel tax collections, prorated between Chamber and City based on the revenue sharing agreement in place at the time of payment not to exceed a cost of \$5,000.00 for the Chamber's share.

9.

The Tourism Committee of the Chamber occupies a building provided to it in part by the City. The Chamber shall maintain insurance on the building's contents and liability insurance satisfactory to the City. A copy shall be furnished to the City together with a certificate of insurance upon each renewal. The Chamber of Commerce shall pay all monthly utility bills, i.e., electric and water, and will order paper supplies. The building may be inspected by the City at any time.

10.

In lieu of rent, the Chamber shall perform all needed upkeep and maintenance of the interior of the building from Tourism and non-Tourism monies based upon a functional analysis of the expense. Exterior maintenance and major repairs will be paid in equal thirds by the Chamber, City, and County. A contingency fund of no less than \$6,000 and no more than \$12,000 will be maintained by the Chamber for this purpose. The Chamber will obtain approval from the City and County prior to making any modifications to the building. Should a

maintenance bill not be paid on time, or cited maintenance not be performed as suggested by City inspectors said bill will be paid by the City after consultation with the Chamber. The amount of the bill or maintenance cost will be subtracted from the next available City hotel/motel revenue payment to the Chamber. The value of rent shall be reflected in the Chamber's annual audit and form 990.

11.

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

12.

In the event of a material breach of this Agreement by the Chamber, the City shall notify the Chamber via certified mail. The Chamber shall have fifteen days within which to cure said material breach from the date of receipt of the certified notice. The City may in the event of the Chamber's failure to cure, terminate this agreement. The City may also terminate this Agreement without cause at any time in order to contract for these or similar services from a tax qualified Convention and Visitors Bureau.

13.

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

14.

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

15.

By executing this Agreement, Chamber hereby affirms that it will use the funds received solely and exclusively in compliance with this Agreement and will further expend such funds in full compliance with City ordinances and state laws. The Chamber agrees to defend, indemnify, and hold harmless the City from and against all claims that arise therefrom, including reasonable attorneys' fees and court costs of the City.

16.

All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such notice, request, demand, or other communication shall be considered given or delivered, as the case may be from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands, or other communications required or permitted to be given hereunder by such party.

- a. City of Dahlonega
465 Riley Road
Dahlonega, GA 30533

- b. Dahlonega-Lumpkin County Chamber of Commerce
342 Courthouse Hill
Dahlonega, GA 30533

17.

It is the intention of the parties that the laws of Georgia shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

18.

In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion had never been a part hereof.

19.

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

20.

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

21.

This Agreement shall terminate on June 30, 2023.

In Witness Whereof, the parties have executed this agreement.

CITY OF DAHLONEGA, GEORGIA

By: _____ Attest: _____

Title: _____

DAHLONEGA-LUMPKIN COUNTY CHAMBER
OF COMMERCE, INC.

By: _____

Title: _____

CITY OF DAHLONEGA CONTRACT FOR BANKING SERVICES

I. NAME OF CONTRACTING PARTIES

This contract, entered into as of the 1 day of October, 2022; between The City of Dahlonega, a political subdivision of the State of Georgia, hereinafter "City" and United Community Bank, hereinafter "Bank."

II. SCOPE OF SERVICES

A. The Bank shall establish and maintain the following transaction accounts as interest bearing public fund accounts with a floating rate. The rate being used is the Bank's internal non-published board rate that we refer to as "Index 8" minus .35 %. This rate will change/adjust on a monthly basis occurring on the first day of each month. This pricing structure will remain in effect for a month-to-month basis not to exceed a one-year period or until such time interest rates stabilize and both parties are agreeable to entering into a rate payable on a formula basis contract. The floating rate shall apply to the following accounts.

- i. Pooled Cash/POOLED CASH
- ii. Flexible Spending Account/FLEXIBLE SPENDING ACCOUNT
- iii. Any other account that the City may deem necessary during the term of this contract.

B. The Bank shall provide check cashing services for any City payroll or general disbursement checks drawn on the Bank at no charge.

C. The Bank shall immediately notify the City in writing should its Bauer Score fall below a four (4) star rating at any time during the term of this contract.

D. The Bank will provide at no charge and upon the request of the City, a remote deposit machine.

E. The Bank will provide a safe deposit box to the City at no extra charge.

F. The Bank shall maintain and pledge collateral security for any and all account balances which are the subject of this agreement. The Bank agrees to comply with all federal and state laws regarding the collateral pledges to secure the account balances as to the types of collateral, amount of collateral which must be pledged and the places where the collateral may be deposited. All deposit pledges will be secured with the Georgia Secure Deposit Program.

III. COMPENSATION

- A. The Bank will provide checks and deposit slips to the City at standard pricing. Incoming and outgoing wires will be assessed current wire fees established by the Bank.
- B. The Bank will charge a minimum flat fee of \$400.00 per month to maintain the City's current deposit accounts. This fee will include ACH services, Remote Deposit services, and Fraud Prevention services on those accounts. There may be additional fees assessed based on the number of new accounts opened during the term of this contract and the services utilized on any new accounts.

IV. TERM OF CONTRACT

This contract shall have a duration of one (1) year to expire on the 30th day of September, 2023.

V. TERMINATION OF CONTRACT

- A. For Cause. If, through any cause, the Bank shall fail to fulfill in a timely and proper manner, the obligations under this contract, the City shall have the right to terminate by written notice to the Bank. Such written notice shall be given a minimum of three working days before the termination date. In this event, the Bank shall be entitled, to just and equitable compensation for any satisfactory work completed.
- B. Termination without cause by either party. This contract may be terminated by either party by giving written notice to the other party at any time but no later than thirty days before the expiration dated shown in Item IV above.

VI. CONFLICT OF INTEREST

No official or employee of the City shall participate in any decision relating to this contract, which effects, directly or indirectly, his or her personal financial interest.

IN WITNESS THEREOF, the parties have signed this contract as of the day and year first written above.

BANK:

United Community Bank

By: Eddie V Wayne
Eddie V Wayne
President

Attest: Donna R. Bryan
Donna R Bryan
CEO Executive Assistant II

CITY:

City of Dahlonega, *a political subdivision of the State of Georgia*

By: _____
JoAnne Taylor
Mayor

Attest: _____
Mary Csukas
City Clerk



City Council Agenda Memo

DATE: October 7, 2022
TITLE: UCBI Banking Service Contract Renewal
PRESENTED BY: Allison Martin, Finance Director

AGENDA ITEM DESCRIPTION:

Review of UCBI Banking Services Contract Renewal

HISTORY/PAST ACTION:

Contract Renewal

FINANCIAL IMPACT:

The bank is offering an interest rate that is based on their internal non-published board rate referred to as "Index 8" minus 0.35%. This rate adjusts at the first of the month and is the same offer given to the County. There is no change to the fees for fraud protection and account services in this renewal. The renewal does allow for an amendment when interest rates stabilize to a more traditional rate paid on a formula basis. While not ideal, the market prevents the bank from entering into an agreement that could cause them to pay rates that are unsupported by market conditions. The city's new investment strategy has moved funds from the bank into approved investments that are yielding a higher rate than the bank. Staff monitors and moves funds as needed to maximize the return on investment of city funds while maintaining adequate cash flow for operations and capital projects.

RECOMMENDATION:

Staff recommends approval of the UCBI Banking Services Contract with a variable rate and a 30-day termination clause.

SUGGESTED MOTIONS:

I make a motion to approve the contract renewal for banking services with UCBI.

ATTACHMENTS:

Contract document



Ordinances and Resolutions

DATE: November 14, 2022
TITLE: Resolution 2022-17 - FY2022 Year-end Budget Amendment
PRESENTED BY: Allison Martin, Finance Director

AGENDA ITEM DESCRIPTION:

FY2022 Year-End Budget Amendment

HISTORY/PAST ACTION:

The FY2022 budget was approved by the council on August 16, 2021, and was previously amended by Resolution 2022- 03, Resolution 2022-08, Resolution 2022-09, and Resolution 2022-14. The City council has made decisions during the remainder of the fiscal year that requires adjustments to the budget. Also, a review of the financial activity indicates that budget adjustments are needed to more closely reflect expected results.

FINANCIAL IMPACT:

The financial changes are presented for each fund and described in the attachment to the resolution. Georgia requires local governments to operate under a balanced budget and the process to reconcile at year-end is a common and accepted practice as budgetary needs of the government change throughout the year.

RECOMMENDATION:

The staff's recommendation is to amend the budget.

SUGGESTED MOTIONS:

I make a motion to approve Resolution 2022-17 FY2022 Year-end budget amendment.

ATTACHMENTS:

Resolution 2022-17

Attachment A, an attachment to Resolution 2022-X17

RESOLUTION 2022-17
BUDGET AMENDMENT – FISCAL YEAR 2022
ADDITIONAL TOURISM FUNDS

WHEREAS, the City Council approved a budget for the Fiscal Year 2022 for the City of Dahlonega on August 16, 2021, and

WHEREAS, the budget is a dynamic rather than static revenue and spending plan which requires adjustment from time to time as circumstances change; and

WHEREAS, the City Council first amended the Fiscal Year 2022 budget on March 7, 2022, May 2, 2022, and October 5, 2022; and

WHEREAS, through a review of the financial activity for the prior fiscal year, there are budget adjustments needed to more closely reflect expected results.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council of the City of Dahlonega, Georgia hereby adopts the adjustments to the Fiscal Year 2022 Budget as presented in “Attachment A” attached hereto and made a part of the Resolution.

ADOPTED this 5th day of December 2022.

CITY OF DAHLONEGA, GEORGIA

By: _____
JoAnne Taylor, Mayor

Attest:

Mary Csukas, City Clerk

**INTERGOVERNMENTAL SERVICE AGREEMENT
CITY OF DAHLONEGA DOWNTOWN DEVELOPMENT AUTHORITY**

THIS AGREEMENT is entered into as of the ____ day of _____, 2022, between the Downtown Development Authority of the City of Dahlonega, hereinafter referred to as "The Authority") and the City of Dahlonega (hereinafter referred to as "the City"), collectively referred to hereinafter as "the Parties".

WHEREAS, the Authority is an instrumentality of the City of Dahlonega, and whereas the City is desirous of funding the Authority for specific purposes in order to carry out tasks beneficial to the City, for which the Authority possesses certain special powers and skills necessary to carry out those purposes and which have been identified and noted in prior actions of the City enabling the Downtown Development Authority, and

WHEREAS, the purpose of the Authority is to stimulate and sustain economic development in Downtown Dahlonega by encouraging cooperation and building leadership; by advancing a positive image of downtown and promoting it as an exciting place to live, shop, and invest; by sustaining and improving the appearance of downtown; and by strengthening and expanding the economic base of downtown. Powers granted to the Authority to accomplish its purpose include: developing and promoting downtown; making long-range plans or proposals for downtown; financing (by loan, grant, lease, borrow, or otherwise) projects for the public good; executing contracts and agreements; and, purchasing, leasing and selling property.

WHEREAS, the Authority desires to pursue its work via a budgeted program approved by the City;

NOW THEREFORE, the parties agree as follows:

1. The Authority has provided a proposed budget for the fiscal year 2023 beginning October 1, 2022, to the City, and the City has reviewed that budget to determine whether the line items represented in the budget are consistent with the City's overall goals for the Authority.
2. The Authority's budget as presented in "Attachment A", attached hereto and incorporated herein as a part of this Agreement, has been approved at a revised amount of three-hundred six thousand, two-hundred nineteen and no/100's dollars (\$306,219). The Authority's expenditures are funded largely by intergovernmental revenue from the City of Dahlonega totaling \$234,250.
3. A transfer of \$150,000 is required from the City's general fund to fund operating expenditures presented in the budget. Unrestricted Hotel/Motel tax collections of \$82,450 are budgeted to partially fund expenditures related to tourism-related events. Intergovernmental revenue from the City of Dahlonega is accomplished by twelve, monthly cash transfers of an equal amount. At the conclusion of the fiscal year, any amount not required for actual expenditures is returned to the City of Dahlonega general fund unless otherwise identified as a multi-year commitment.
4. The City will provide administrative services and maintain the accounts and records for the Authority, and the Authority will follow City policies as applicable. The City currently provides as available the following staff support to the Authority: Executive Director (employee of the City on loan to the DDA), Main Street Manager (loaned employee for downtown business development, tourism/marketing, and public relations); Projects Coordinator, (employee of the City on loan to the DDA), Event Coordinator (employee of the City on loan to the DDA), City Manager (project management, as requested and available); Community Development Director (primary,

administrative and executive support); and Finance Director (account management, financial reports, audits, and other administrative functions).

5. The Authority will provide written activity reports to the city to include a monthly financial statement and a goals and accomplishments status report consistent with the monthly report required of City department directors.

6. The City's duty to fund the Authority's work in fiscal year 2023 shall be contingent upon the Authority's timely provision of the reports, compliance with its approved budget, and completion of projects.

7. This agreement shall terminate on September 30, 2023, unless otherwise renewed or modified.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the day and year first above written.

For the City of Dahlonega:

For the Downtown Development Authority:

By: _____

By: _____

Title: _____

Title: _____



City Council Agenda Memo

DATE: November 29, 2022
TITLE: 2023 Alcoholic Beverage License - Gourmet Brew Inc dba Dahlonega Tasting Room
PRESENTED BY: Doug Parks, City Attorney

AGENDA ITEM DESCRIPTION:

Ms. Angela Wilson, the proprietor of Dahlonega Tasting Room, located at 16 N Park Street, Dahlonega, GA, submitted an alcoholic beverage license application for Retail Wine Package Sales and an Ancillary Wine Tasting Permit under the name Gourmet Brew Inc, dba Dahlonega Tasting Room.

HISTORY/PAST ACTION:

Habersham Vineyard currently operates a wine-tasting room at this retail establishment, but as of the end of this year will no longer be in operation.

FINANCIAL IMPACT:

RECOMMENDATION:

Staff reviewed for compliance the application submitted by Ms. Angela Wilson, under the business Gourmet Brew Inc. dba Dahlonega Tasting Room and recommended approval by Council for this retail alcoholic beverage license with an ancillary wine tasting permit.

SUGGESTED MOTIONS:

Approve the Retail Wine Package License with an Ancillary Wine Tasting Permit for Gourmet Brew Inc. dba Dahlonega Tasting Room.

ATTACHMENTS:

DOR application and supporting documents.



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

Business Information

Business Name: GOURMET BREW INC
DBA Name: DAHLONEGA TASTING ROOM
Business Type: Corporation

Address Information

Location Address: 16 N PARK ST DAHLONEGA GA 30533-1103

Alcohol License Information

License Type: Retail
Start Date: 01-01-2023
Beer: No
Wine: Yes
Liquor: No
Airline or Railway Carrier: No
Local Jurisdiction Type: City
Local Jurisdiction: DAHLONEGA
Arrest History: No

<u>Local License / Fees</u>	<u>Fee Amount</u>
Class C, Retail Wine Package License for stores up to 10,000 sq. (New or Renewal)	\$1,200.00
Class C, Ancillary Wine Tasting Permit	\$150.00
	<u>\$1,350.00</u>

Licensee Information

Licensee Type: Business
Licensee Name: SCROGGS-WILSON, ANGELIA

Additional Information

Primary NAICS: 452319

<u>Officers</u>	<u>Officer or Responsible Party</u>
SCROGGS-WILSON, ANGELIA M.	Both
WILSON, ANDY S.	Both
SCROGGS-WILSON, ANGELIA M.	Both

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 1/18/2022 7:47:44 PM

BUSINESS INFORMATION

CONTROL NUMBER	K521407
BUSINESS NAME	GOURMET BREW, INC.
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	01/18/2022
ANNUAL REGISTRATION PERIOD	2022

PRINCIPAL OFFICE ADDRESS

ADDRESS	2108 LOTHRIDGE RD, CLEVELAND, GA, 30528-5063, USA
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REGISTERED AGENT

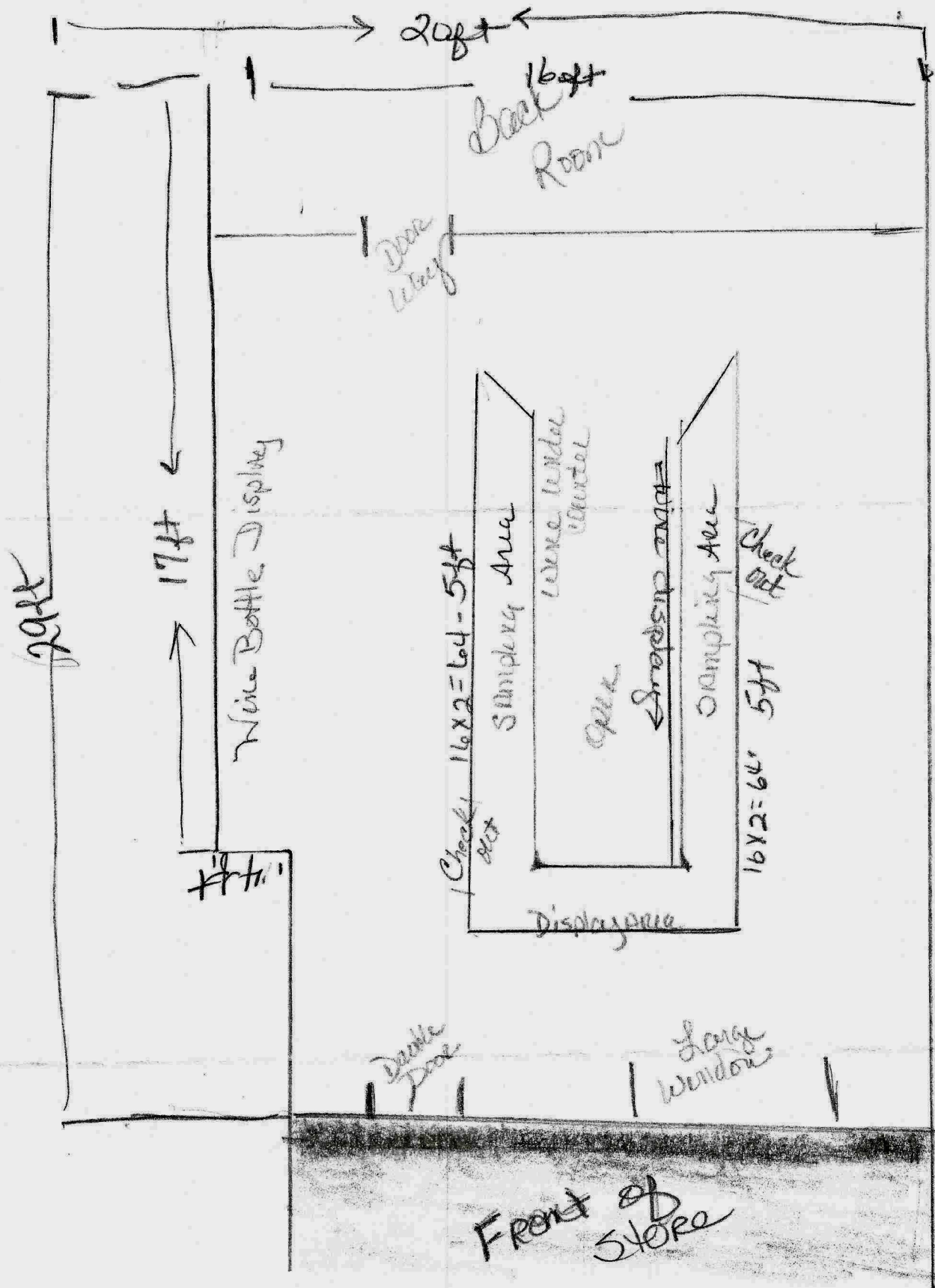
NAME	ADDRESS	COUNTY
ANDY S. WILSON	2108 LOTHRIDGE ROAD, CLEVELAND, GA, 30528, USA	White

OFFICERS INFORMATION

NAME	TITLE	ADDRESS
ANDY S WILSON	CEO	2108 LOTHRIDGE RD, CLEVELAND, GA, 30528, USA
ANGELIA SCROGGS	CFO	2108 LOTHRIDGE RD, CLEVELAND, GA, 30528, USA
ANGELIA SCROGGS	SECRETARY	2108 LOTHRIDGE RD, CLEVELAND, GA, 30528, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Angelia Wilson
AUTHORIZER TITLE	Officer



Dahlberg's Eastern
Room
16 n. Park St

(Street) Park St N



City Council Agenda Memo

DATE: November 29, 2022
TITLE: 2022 Alcoholic Beverage License – 35 Degrees North LLC dba The Station
PRESENTED BY: Doug Parks, City Attorney

AGENDA ITEM DESCRIPTION:

Mr. Art Attaway is requesting approval for a Consumption on Premises Class D, Retail Liquor by the drink, Class E, Retail Beer by the drink, and Class F, Retail wine by the drink, at his newly established restaurant, The Station, located at 16 Public Sq S Suite E, Dahlonega, GA.

HISTORY/PAST ACTION:

The Station is a new use of a location that was originally a retail establishment and restaurant and is required to follow any new requirements under zoning regulations.

FINANCIAL IMPACT:

RECOMMENDATION:

Staff reviewed for compliance the application submitted by Mr. Attaway, under the business 35 Degrees North LLC dba The Station, and recommended approval by Council for this consumption on-premises alcoholic beverage license.

SUGGESTED MOTIONS:

Approve the Consumption on Premise Alcoholic Beverage License for 35 Degrees North LLC dba The Station.

ATTACHMENTS:

DOR application and supporting documents.



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

Business Information

Business Name: 35 DEGREES NORTH LLC
DBA Name: THE STATION
Business Type: LLC

Address Information

Location Address: 16 PUBLIC SQ S SUITE E, DAHLONEGA GA 30533-1214

Alcohol License Information

License Type: Consumption on Premises
Start Date: 10-03-2022
Beer: Yes
Wine: Yes
Liquor: Yes
Airline or Railway Carrier: No
Regional Economic Assistance Program: No
Local Jurisdiction Type: City
Local Jurisdiction: DAHLONEGA
Arrest History: Yes
Arrest Description: [REDACTED]

Local License / Fees	Fee Amount
Administrative / Background Fee New License (or New Owner)	\$250.00
Class D, Retail Liquor by the drink (New or Renewal)	\$2,400.00
Class E, Retail Beer by the drink (New or Renewal)	\$1,200.00
Class F, Retail Wine by the drink (New or Renewal)	\$1,200.00
	<hr/>
	\$5,050.00

Licensee Information

Licensee Type: Individual
Licensee Name: ATTAWAY, ART

Additional Information

Primary NAICS: 722310



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

Officers

ATTAWAY, ART
INGLEHART, MEA
LESER, VIRGINIA
ATTAWAY, ART

Officer or Responsible Party

Both
Officer
Officer
Both



City Council Agenda Memo

DATE: November 29, 2022
TITLE: 2023 Alcoholic Beverage License Renewals
PRESENTED BY: Doug Parks, City Attorney

AGENDA ITEM DESCRIPTION:

1. Consumption on Premise = Class D, Liquor by the drink, Class E, Beer by the drink & Class F, Wine by the drink.
 - ❖ We have two licenses requiring approval on the renewal list. Three establishments still need to submit renewal information. Zen Ramen and Sushi Burrito, LLC is changing ownership.
2. Retail Package License = Class B, Beer, and Class C, Wine.
 - ❖ We have four licenses requiring approval on the renewal list. These approvals will finalize compliance for the renewal of establishments with retail package store licenses in the City of Dahlonega.
3. Manufacturer = Class H, Wholesale Beer, Class I, Wholesale Wine & Class K, Brewer.
 - ❖ No applications are pending for the manufacturers.
4. Farm Winery Tasting Room = Wine Tasting Rooms in Dahlonega.
 - ❖ No applications are pending for the farm winery tasting rooms.

HISTORY/PAST ACTION:

Our annual renewal of alcoholic beverage licenses by class is underway. The city staff has reviewed the applications on the attached alcoholic beverage license renewal by class list for compliance. Council established a grace period allowing renewal without late fees until November 30, 2022, for applicants struggling with using the Georgia State Alcohol Portal. No late fees have been applied.

FINANCIAL IMPACT:

Collection of Alcoholic Beverage Excise Tax Revenue.

RECOMMENDATION:

Review and approve each alcoholic beverage license listed on the alcoholic beverage license renewal by Class list for Consumption on Premise Class D, Liquor by the drink, Class E, Beer by the drink & Class F, Wine by the drink and Retail Package License = Class B, Beer, and Class C, Wine.

SUGGESTED MOTIONS:

Approve the alcoholic beverage licenses listed on the 2023 Alcoholic Beverage License Renewal by Class List.

ATTACHMENTS:

2023 Alcoholic Beverage License Renewal by Class List

2023 Alcoholic Beverage License Renewal List

Business Operating name	Application received and accepted for renewal
Retail License - November 30, 2022	
1959 Business 13 LLC	Application in compliance
Aanand Investment LLC - Quick Mart	Application in compliance
Gold City Growler LLC	Application in compliance
Shalina LLC	Application in compliance

Business Operating name	Application received and accepted for renewal
Consumption on Premise - November 30, 2022	
TRS9017PIE, LLC Your Pie	Application in compliance
35 Degrees North LLC dba The Station	The 2022 Application is awaiting approval . The 2023 renewal application is in compliance