



# CITY OF DAHLONEGA

## City Council Meeting Agenda

June 01, 2026, 6:00 PM

Gary McCullough Chambers, Dahlonega City Hall

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### I. CALL TO ORDER

### II. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

### III. APPROVAL OF AGENDA

### IV. PUBLIC COMMENTS - PLEASE LIMIT TO FOUR MINUTES PER SPEAKER

### V. APPROVAL OF MINUTES

- (1.) Regular Meeting of May 4, 2026  
Rhonda Hansard, City Clerk
- (2.) Public Hearing of May 18, 2026  
Rhonda Hansard, City Clerk
- (3.) Work Session of May 18, 2026  
Rhonda Hansard, City Clerk

### VI. CITY REPORTS

- (1.) Financial Report - April 2026  
Allison Martin, City Manager

### VII. ORDINANCES AND RESOLUTIONS

- (1.) Ordinance 2026-103 REZN 26-3 (resubmission): Pinetree Development, LLC, by Dillard Sellers, applicant, Vivian L. Cottrell, property owner, seeks rezoning from PUD (Planned Unit Development District), Conditional, to PUD (Planned Unit Development District), Conditional (change of use and conditions of approval) for 55.44 acres fronting on the south side of Pinetree Way and on the north side of Mechanicsville Road (Map/Parcel 079 054). Proposed use: 125 residential lots/units (85 detached single-family lots and 40 fee simple townhouse lots/units).  
Doug Parks, City Attorney

### VIII. CONTRACTS AND AGREEMENTS

- (1.) Georgia Indigent Defense Services Agreement  
Doug Parks, City Attorney

*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.*

**IX. STAFF / COUNCIL ANNOUNCEMENTS AND COMMENTS - PLEASE LIMIT TO THREE MINUTES PER SPEAKER**

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

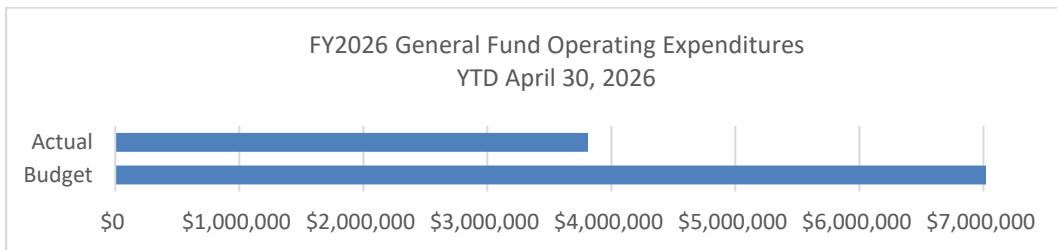
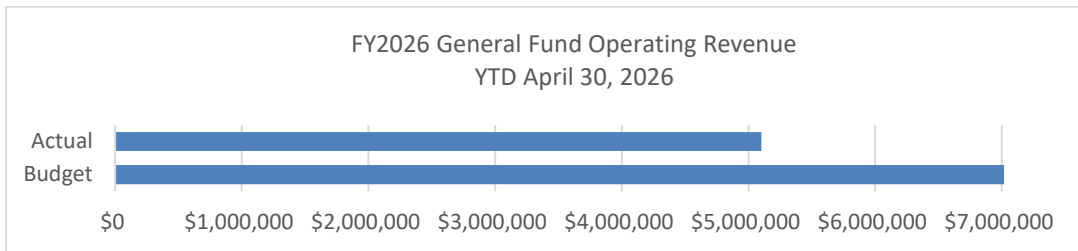
**X. ADJOURNMENT**



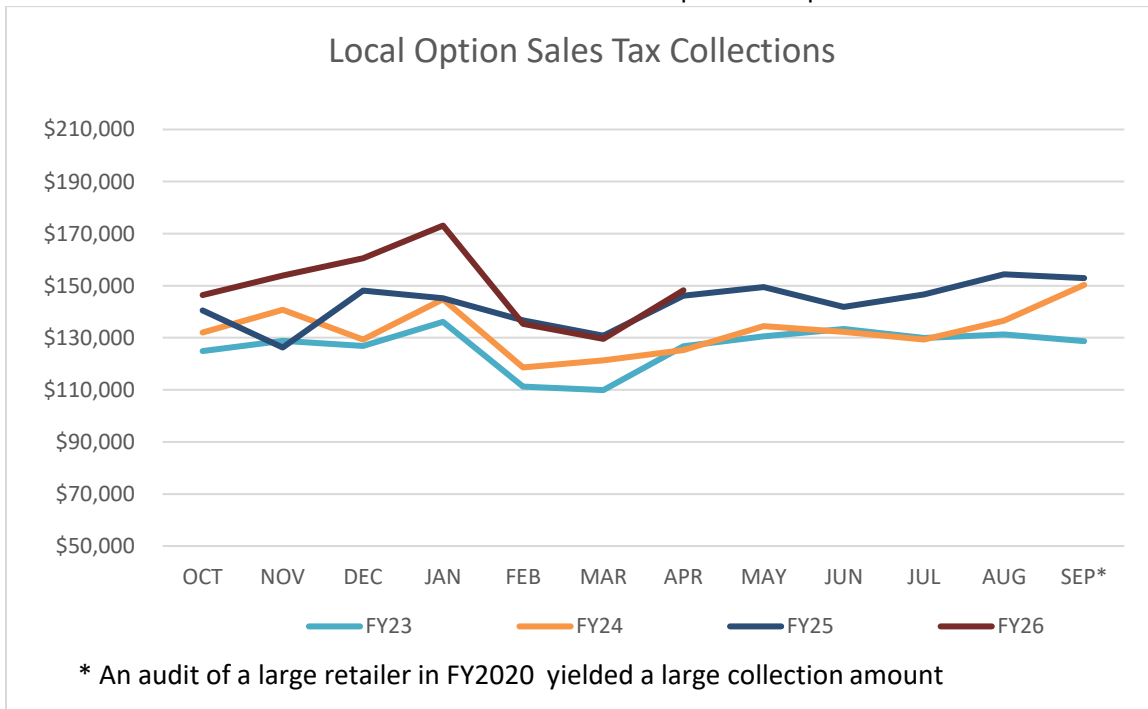
# CITY OF DAHLONEGA MONTHLY FINANCIAL REPORTS

For the Seven Months Ended April 30, 2026

## GENERAL FUND



- The annual property tax bills were levied and mailed by the Tax Commissioner on October 20<sup>th</sup> with a December 20<sup>th</sup> due date. To date, 87.74% of the 2025 real & personal taxes budgeted have been collected.
- Sales tax collections remain strong and reflect average collections 7.53% greater than FY25. The change in State law related to internet sales taxation continues to have a positive impact on our collections.



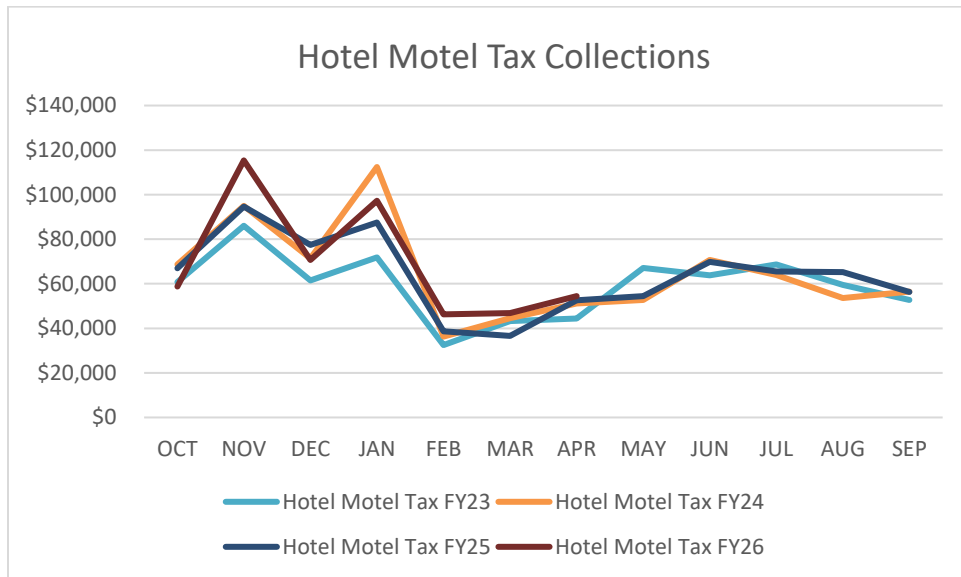
- The annual revenue for Insurance Premium Tax is \$818,605.92, which is 14.0% greater than last fiscal year. This amount is based on a pro-rata population formula.
- Alcoholic Beverage Tax and License revenue collected year-to-date is trending with the prior year.
- Permit revenue collected year-to-date is trending with last year's collections.
- Departments expenditures are in line with budget expectations.

**MAIN STREET & ECONOMIC DEVELOPMENT**

- Operational results are on track with the budget.

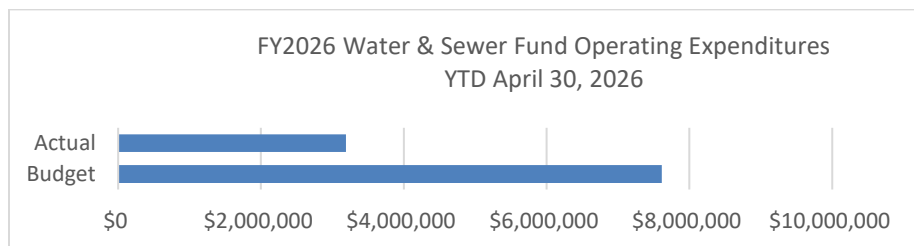
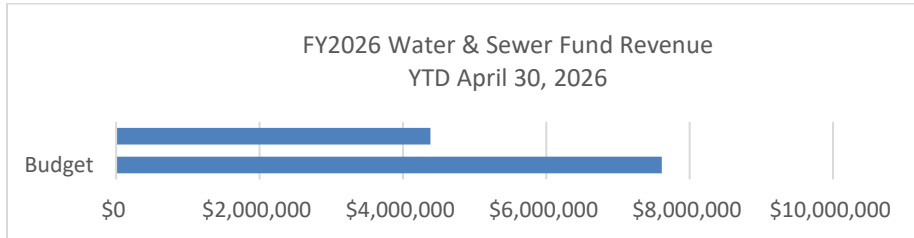
**HOTEL/MOTEL TAX FUND**

- FY26 is trending 7.8% greater than in the same period in FY25.



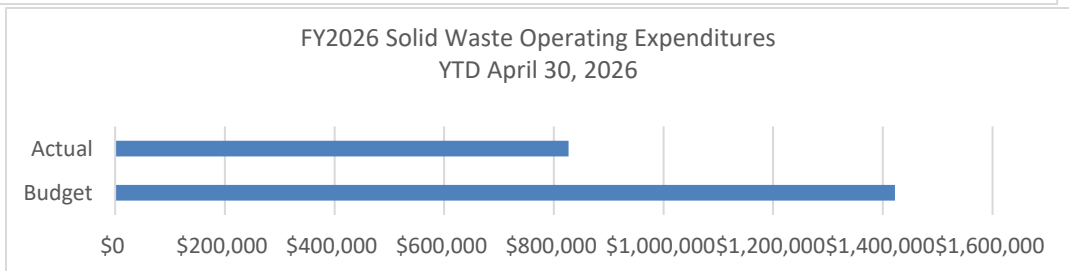
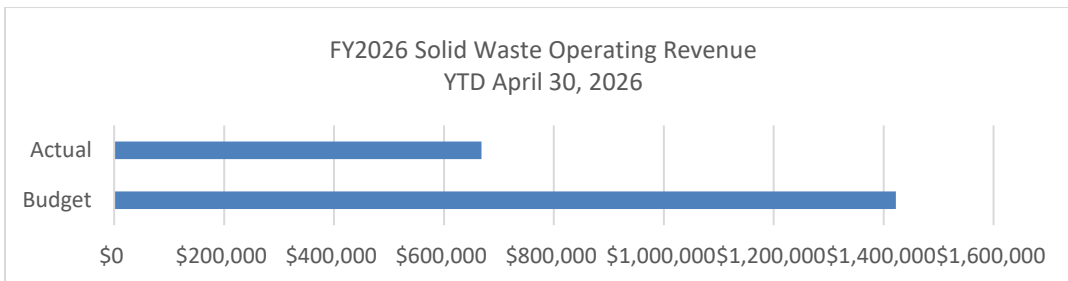
### WATER AND SEWER FUND

- Water and sewer sales are trending along with budget projections. Revenue from water sales and sewer charges is 0.94% greater than the same period in FY25.
- All department expenses are in line with the budget.



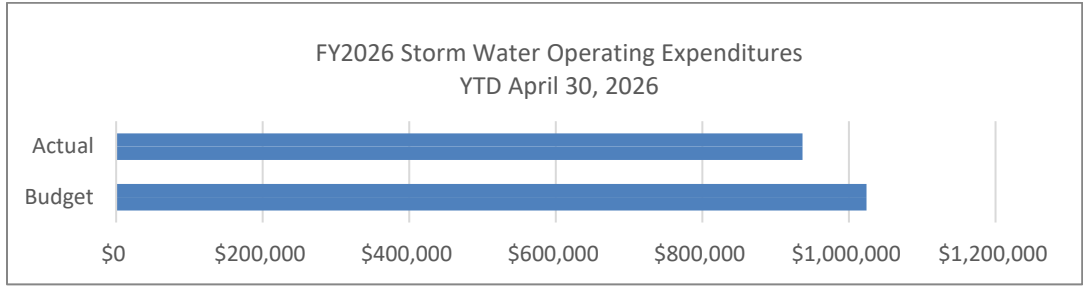
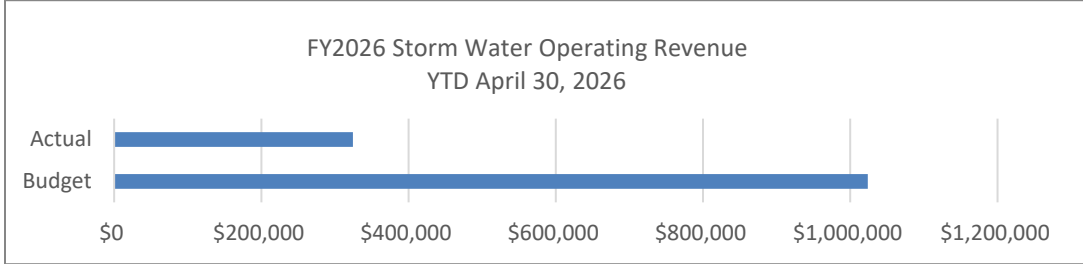
### SOLID WASTE FUND

- Refuse Collection Charges are Revenues are 2.17% greater than the prior year.
- Expenses meet budget expectations.

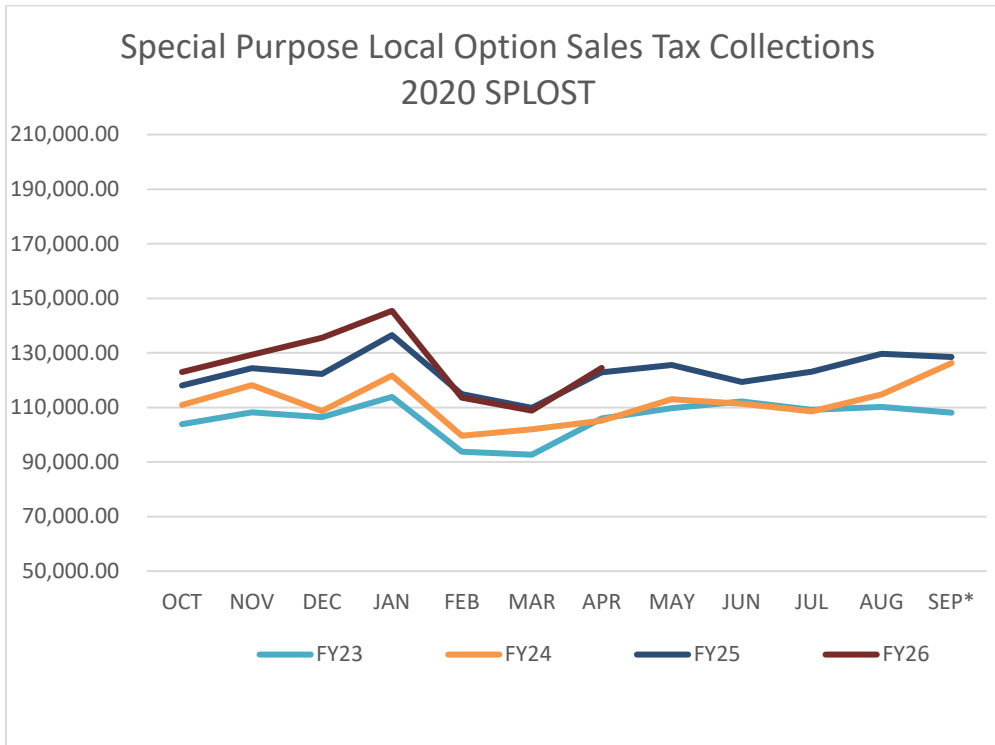


**STORMWATER ENTERPRISE FUND**

- Transfers In and Indirect Charges reflect a seven-month allocation.
- Stormwater utility charges were first billed in January 2021 and are meeting budget expectations.
- Expenses are related to the startup of the new utility, projects, and allocated staff pay and benefits.

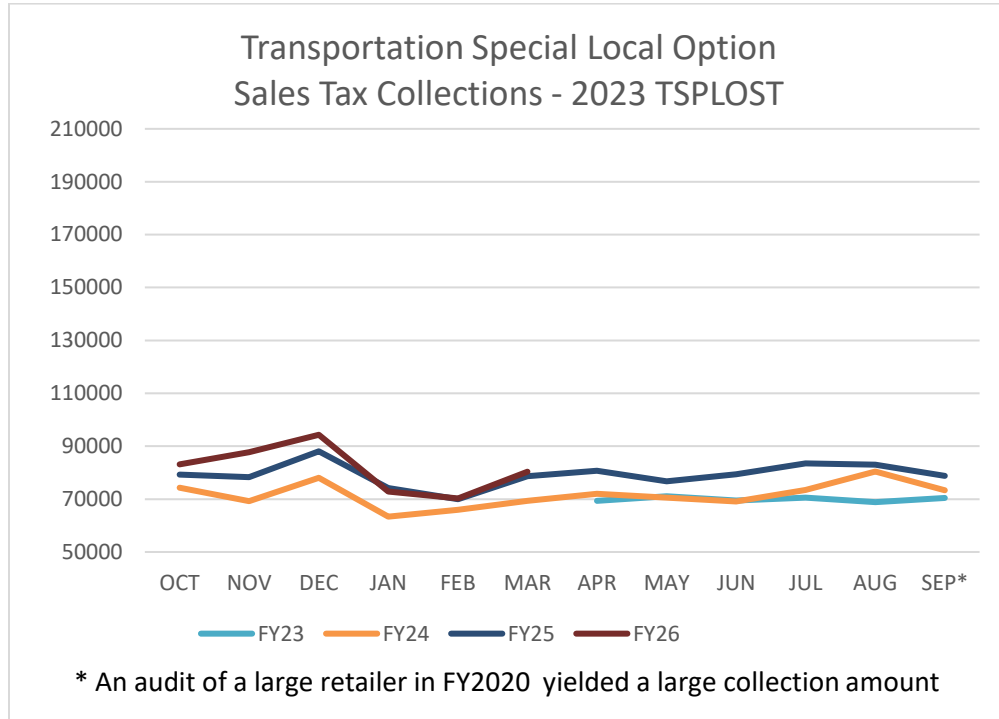


**SPLOST FUND**



- The current SPLOST continuation referendum has collections which run from April 2020 until March 2026.
- The City receives 21% of the net proceeds.
- Sales tax collections average 10.77% greater than FY25.
- The current SPLOST referendum project list is as follows:
  - 25% Roads and Bridges Resurfacing and Improvements
  - 25% Storm-water Infrastructure
  - 50% Water & Sewer System Improvements

**TSPLOST**



- The current TSPLOST referendum was approved in 2022 by the votes for collections which run beginning April 2023 until March 2028.
- The City receives 19% of net proceeds.
- Sales tax proceeds average 4.34% greater than FY25.
- There is a joint project proposed with the county and state. A portion of our monthly distribution is held in escrow pending finalization of funding based on the project cost. Should the joint project not require a local match, the city and county could choose another joint project or use those escrowed funds in their respective jurisdiction.
- The current TSPLOST referendum project list is as follows:
  - Roads and Bridges Construction & Equipment
  - Sidewalks Construction & Improvements
  - Bicycle Path Construction & Improvements

**(Prepared for Council and Management by Finance Department May 28, 2026)**

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 04/30/2026 NORMAL (ABNORMAL)	% BDGT USED
Fund 100 - GENERAL FUND				
	GENERAL PROPERTY TAXES	2,003,717.00	1,863,653.21	93.01
	GENERAL SALES AND USE TAXES	1,712,000.00	901,388.88	52.65
	SELECTIVE SALES AND USES TAXES	178,500.00	129,026.47	72.28
	ALCOHOLIC BEVERAGES LICENSES	134,000.00	129,722.05	96.81
	BUSINESS TAXES	895,039.00	986,845.44	110.26
	PENALTIES AND INTEREST	3,000.00	2,109.58	70.32
	PERMITS AND FEES	191,500.00	145,376.83	75.91
	INTERGOVERNMENTAL REVENUE	18,985.00	20,382.62	107.36
	CHARGES FOR SERVICES	882,434.00	522,542.65	59.22
	FINES AND FORFEITURES	181,600.00	142,825.20	78.65
	INVESTMENT INCOME	144,732.00	107,578.20	74.33
	CONTRIBUTIONS AND DONATIONS	0.00	0.00	0.00
	MISCELLANEOUS REVENUE	1,500.00	25,300.71	1,686.71
	OTHER FINANCIAL SOURCES	50,000.00	46,375.00	92.75
	OTHER CHARGES FOR SERVICES	10,000.00	13,001.49	130.01
	TRANSFERS IN FROM OTHER FUNDS	112,800.00	65,800.00	58.33
	APPROPRIATED FUND BALANCE	892,146.00	0.00	0.00
TOTAL REVENUES		7,411,953.00	5,101,928.33	68.83
	LEGISLATIVE	511,656.00	152,449.97	29.80
	EXECUTIVE	325,937.00	204,264.61	62.67
	ELECTIONS	26,600.00	0.00	0.00
	GENERAL ADMINISTRATION	1,195,669.00	717,539.37	59.89
	MUNICIPAL COURT	322,950.00	94,215.45	29.17
	POLICE DEPARTMENT	1,316,519.00	653,573.67	48.06
	PUBLIC WORKS ADMINISTRATION	217,344.00	120,969.39	55.66
	STREETS	1,731,076.00	918,278.86	53.05
	MAINTENANCE AND SHOP	104,272.00	60,267.83	57.80
	CEMETERY	109,290.00	43,792.42	40.07
	PARKS	107,000.00	47,516.96	44.41
	COMMUNITY DEVELOPMENT	330,878.00	179,985.29	54.40
	NON-DEPARTMENTAL	50,000.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	1,062,762.00	619,944.50	58.33
TOTAL EXPENDITURES		7,411,953.00	3,812,798.32	51.13
Fund 100 - GENERAL FUND:				
	TOTAL REVENUES	7,411,953.00	5,101,928.33	68.83
	TOTAL EXPENDITURES	7,411,953.00	3,812,798.32	51.13
	NET OF REVENUES & EXPENDITURES	0.00	1,289,130.01	2,817.16

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 04/30/2026 NORMAL (ABNORMAL)	% BDGT USED
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY				
	DAHLONEGA 2000	0.00	0.00	0.00
	NON-DEPARTMENTAL	0.00	0.00	0.00
	INTERGOVERNMENTAL REVENUE	0.00	0.00	0.00
	CHARGES FOR SERVICES	1,500.00	1,939.04	129.27
	INVESTMENT INCOME	8,900.00	2,476.68	27.83
	CONTRIBUTIONS AND DONATIONS	4,000.00	1,000.00	25.00
	MISCELLANEOUS REVENUE	15,900.00	8,866.00	55.76
	TRANSFERS IN FROM OTHER FUNDS	279,330.00	162,942.50	58.33
	APPROPRIATED FUND BALANCE	0.00	0.00	0.00
	<b>TOTAL REVENUES</b>	<b>309,630.00</b>	<b>177,224.22</b>	<b>57.24</b>
	DDA ADMINISTRATION	166,734.00	87,469.81	52.46
	TOURISM	13,500.00	5,241.09	38.82
	DOWNTOWN DEVELOPMENT	129,396.00	50,513.45	39.04
	NON-DEPARTMENTAL	0.00	0.00	0.00
	OTHER COSTS	0.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	0.00	0.00	0.00
	<b>TOTAL EXPENDITURES</b>	<b>309,630.00</b>	<b>143,224.35</b>	<b>46.26</b>
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY:				
	TOTAL REVENUES	309,630.00	177,224.22	57.24
	TOTAL EXPENDITURES	309,630.00	143,224.35	46.26
	NET OF REVENUES & EXPENDITURES	0.00	33,999.87	100.00

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 04/30/2026 NORMAL (ABNORMAL)	% BDGT USED
Fund 275 - HOTEL/MOTEL TAX FUND				
	HOTEL/MOTEL TAXES	720,000.00	490,153.05	68.08
	PENALTIES AND INTEREST	1,500.00	463.02	30.87
	CHARGES FOR SERVICES	0.00	0.00	0.00
	INVESTMENT INCOME	2,400.00	909.68	37.90
	TOTAL REVENUES	723,900.00	491,525.75	67.90
	PURCHASES/CONTRACTED SERVICES	305,550.00	136,423.55	44.65
	OTHER COSTS	0.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	418,350.00	244,037.50	58.33
	TOTAL EXPENDITURES	723,900.00	380,461.05	52.56
Fund 275 - HOTEL/MOTEL TAX FUND:				
	TOTAL REVENUES	723,900.00	491,525.75	67.90
	TOTAL EXPENDITURES	723,900.00	380,461.05	52.56
	NET OF REVENUES & EXPENDITURES	0.00	111,064.70	100.00

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 04/30/2026 NORMAL (ABNORMAL)	% BDGT USED
<b>Fund 505 - WATER AND SEWER ENTERPRISE FUND</b>				
	INTERGOVERNMENTAL REVENUE	20,000.00	24,389.30	121.95
	FINES AND FORFEITURES	0.00	0.00	0.00
	INVESTMENT INCOME	395,582.00	196,906.24	77.40
	CONTRIBUTIONS AND DONATIONS	0.00	0.00	0.00
	MISCELLANEOUS REVENUE	15,000.00	12,160.48	81.07
	OTHER FINANCIAL SOURCES	0.00	0.00	0.00
	WATER CHARGES	3,781,486.00	1,956,280.19	51.73
	TAP FEES - WATER	175,000.00	172,080.00	98.33
	SEWER CHARGES	2,693,069.00	1,547,309.93	57.46
	TAP FEES - SEWER	175,000.00	197,175.00	112.67
	OTHER CHARGES FOR SERVICES	125,870.00	60,389.47	47.98
	TRANSFERS IN FROM OTHER FUNDS	230,807.00	217,000.00	58.33
	APPROPRIATED NET ASSETS	0.00	0.00	0.00
	<b>TOTAL REVENUES</b>	<b>7,611,814.00</b>	<b>4,383,690.61</b>	<b>57.59</b>
	SEWER LIFT STATIONS	340,311.00	140,538.93	39.89
	SEWER TREATMENT PLANT	1,162,557.00	554,878.30	46.81
	DISTRIBUTION AND COLLECTION	1,560,895.00	974,202.71	55.20
	WATER SUPPLY	345,380.00	93,731.97	27.14
	WATER TREATMENT PLANT	2,699,812.00	1,081,705.42	40.03
	CAPITAL OUTLAYS	1,149,000.00	251,691.11	16.64
	INTERFUND CHARGES	132,353.00	77,205.94	58.33
	DEPRECIATION AND AMORTIZATION	0.00	0.00	0.00
	OTHER COSTS	221,506.00	14,223.16	8.81
	TRANSFERS OUT TO OTHER FUNDS	0.00	0.00	0.00
	<b>TOTAL EXPENDITURES</b>	<b>7,611,814.00</b>	<b>3,188,177.54</b>	<b>39.09</b>
<b>Fund 505 - WATER AND SEWER ENTERPRISE FUND:</b>				
	<b>TOTAL REVENUES</b>	<b>7,611,814.00</b>	<b>4,383,690.61</b>	<b>57.59</b>
	<b>TOTAL EXPENDITURES</b>	<b>7,611,814.00</b>	<b>3,188,177.54</b>	<b>39.09</b>
	<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>0.00</b>	<b>1,195,513.07</b>	<b>219.49</b>

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 04/30/2026 NORMAL (ABNORMAL)	% BDGT USED
<b>Fund 540 - SOLID WASTE ENTERPRISE FUND</b>				
	INTERGOVERNMENTAL REVENUE	0.00	0.00	0.00
	CHARGES FOR SERVICES	500.00	875.00	175.00
	INVESTMENT INCOME	20,000.00	6,353.53	31.77
	MISCELLANEOUS REVENUE	2,000.00	1,346.60	67.33
	OTHER FINANCIAL SOURCES	0.00	0.00	0.00
	OTHER CHARGES FOR SERVICES	7,500.00	6,369.79	84.93
	REFUSE COLLECTION CHARGES	1,094,770.00	653,284.35	59.67
	TRANSFERS IN FROM OTHER FUNDS	0.00	0.00	0.00
	APPROPRIATED NET ASSETS	297,563.00	0.00	0.00
	<b>TOTAL REVENUES</b>	<b>1,422,333.00</b>	<b>668,229.27</b>	<b>46.98</b>
	<b>PERSONAL SERVICES AND EMPLOYEE BENEFITS</b>	<b>535,859.00</b>	<b>318,040.73</b>	<b>59.35</b>
	PURCHASES/CONTRACTED SERVICES	352,200.00	169,877.97	48.23
	SUPPLIES	112,700.00	36,381.04	32.28
	CAPITAL OUTLAYS	300,000.00	243,171.75	81.06
	INTERFUND CHARGES	101,574.00	59,251.50	58.33
	DEPRECIATION AND AMORTIZATION	0.00	0.00	0.00
	OTHER COSTS	20,000.00	0.00	0.00
	DEBT SERVICE	0.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	0.00	0.00	0.00
	<b>TOTAL EXPENDITURES</b>	<b>1,422,333.00</b>	<b>826,722.99</b>	<b>58.12</b>
<b>Fund 540 - SOLID WASTE ENTERPRISE FUND:</b>				
	TOTAL REVENUES	1,422,333.00	668,229.27	46.98
	TOTAL EXPENDITURES	1,422,333.00	826,722.99	58.12
	NET OF REVENUES & EXPENDITURES	0.00	(158,493.72)	100.00

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 04/30/2026 NORMAL (ABNORMAL)	% BDGT USED
<b>Fund 560 - STORMWATER ENTERPRISE FUND</b>				
	INTERGOVERNMENTAL REVENUE	0.00	0.00	0.00
	INVESTMENT INCOME	15,000.00	4,647.52	30.98
	OTHER CHARGES FOR SERVICES	1,000.00	1,252.30	125.23
	TRANSFERS IN FROM OTHER FUNDS	186,000.00	108,500.00	58.33
	APPROPRIATED NET ASSETS	473,857.00	0.00	0.00
	STORMWATER UTILITY CHARGES	348,000.00	210,109.96	60.38
	<b>TOTAL REVENUES</b>	<b>1,023,857.00</b>	<b>324,509.78</b>	<b>31.69</b>
<b>NON-DEPARTMENTAL</b>				
	PERSONAL SERVICES AND EMPLOYEE BENEFITS	0.00	0.00	0.00
	PURCHASES/CONTRACTED SERVICES	17,000.00	44,108.66	100.00
	SUPPLIES	1,500.00	537.50	3.16
	CAPITAL OUTLAYS	410,000.00	51.05	3.40
	INTERFUND CHARGES	595,357.00	544,556.91	43.69
	DEPRECIATION AND AMORTIZATION	0.00	347,291.56	58.33
	OTHER COSTS	0.00	0.00	0.00
	<b>TOTAL EXPENDITURES</b>	<b>1,023,857.00</b>	<b>936,545.68</b>	<b>50.35</b>
<b>Fund 560 - STORMWATER ENTERPRISE FUND:</b>				
	TOTAL REVENUES	1,023,857.00	324,509.78	31.69
	TOTAL EXPENDITURES	1,023,857.00	936,545.68	50.35
	<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>0.00</b>	<b>(612,035.90)</b>	<b>73.18</b>
<b>TOTAL REVENUES - ALL FUNDS</b>				
	TOTAL REVENUES - ALL FUNDS	18,503,487.00	11,147,107.96	60.24
<b>TOTAL EXPENDITURES - ALL FUNDS</b>				
	TOTAL EXPENDITURES - ALL FUNDS	18,503,487.00	9,287,929.93	46.60
	<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>0.00</b>	<b>1,859,178.03</b>	<b>130.31</b>



# Agenda Memo

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**DATE:** 6/1/2026  
**TITLE:** REZN 26-3  
**PRESENTED BY:** Doug Parks, City Attorney  
**PRIORITY:** Strategic Priority - Communication

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## AGENDA ITEM DESCRIPTION

Ordinance 2026-103 REZN 26-3 (resubmission): Pinetree Development, LLC, by Dillard Sellers, applicant, Vivian L. Cottrell, property owner, seeks rezoning from PUD (Planned Unit Development District), Conditional, to PUD (Planned Unit Development District), Conditional (change of use and conditions of approval) for 55.44 acres fronting on the south side of Pinetree Way and on the north side of Mechanicsville Road (Map/Parcel 079/ 054). Proposed use: 125 residential lots/units (85 detached single-family lots and 40 fee simple townhouse lots/units).

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## HISTORY/PAST ACTION

No prior action regarding this applicant. Previous application was withdrawn prior to action being taken. The current application was addressed by the Planning Commission. The Planning Commission recommended approval with conditions. The “on the fly” language of the conditions suggested by the Planning Commission has been adjusted for clarity while retaining the original intent. Further enhancements to the conditions have been included based upon comments at the public hearing. See attachment below for the proposed ordinance.

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## FINANCIAL IMPACT

None.

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## RECOMMENDATION

Approval with the adjusted conditions.

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## SUGGESTED MOTIONS

Motion to approve with the adjusted conditions.

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## ATTACHMENTS

Ordinance 2026-103

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**CITY OF DAHLONEGA  
ORDINANCE 2026-103**

**AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF DAHLONEGA, GEORGIA, BY CHANGING THE ZONING ON PARCELS OF LAND COLLECTIVELY CONSISTING OF 56.268 ACRES, MORE OR LESS, LYING WITHIN TAX PARCELS 079 054 AND PART OF 079 123. SAID PARCELS OF LAND ARE LOCATED IN LAND LOTS 998 AND 1034 OF THE 12<sup>th</sup> DISTRICT, 1ST SECTION, CITY OF DAHLONEGA, LUMPKIN COUNTY, GEORGIA RECORDS.**

**BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF DAHLONEGA, GEORGIA, AS FOLLOWS:**

**SECTION I.**

That from and after the passage of this Ordinance the lands described in the Legal Description incorporated into this Ordinance shall continue to be zoned and so designated on the Zoning Map of the City of Dahlonega in classification PUD (Planned Unit Development District) as amended pursuant to this ordinance. All aspects of the development shall as a condition conform to a site plan to be submitted before the commencement of any development activities and to be approved by the City Council before the issuance of any permits or other approvals and shall further be subject to and conform to the additional conditions set forth herein which are as follows:

**1. Generally.**

- A. As required by the Dahlonega zoning ordinance, the letter of intent, dimensional requirements, and architectural inspiration images and other information regarding design material submitted with the application are adopted by reference and are conditions of approval, except as modified by these conditions of approval.
  - B. Except as modified by these conditions of zoning approval, the site shall be developed in general accordance with the conceptual master plan for “Pine Tree Way, A Master Planned Residential Development” prepared for Pine Tree Development, LLC, by Planners & Engineers Collaborative (PEC+), dated March 12, 2026, on file with the City of Dahlonega in Case file REZN 26-3. The zoning administrator may authorize minor modifications to the conceptual master plan due to engineering constraints, ingress and egress, and/or to meet conditions of zoning, and city, county and state regulations. Any major deviation from the approved conceptual master plan, as determined by the zoning administrator, shall require an amendment to the approved PUD zoning district following applicable zoning procedures.
- 2. Uses.** The site shall be limited to 125 dwelling units along with common areas for parking, recreation, mail kiosks, and stormwater management. Of the total units, no more than 40 shall be fee-simple townhouse units.

3. **Dimensional requirements.** Dimensional requirements shall be as shown on the conceptual master plan, except for the following additional requirements shall apply:
  - A. The minimum lot size of a townhouse unit shall be 1,200 square feet, and the minimum width of all townhouse lots shall be 24 feet.
  - B. For detached units on individual lots, the minimum lot size shall be 4,400 square feet, and the minimum lot width shall be 40 feet.
4. **Building and architectural design and exterior material finishes.** In addition to the general requirement of condition #1, which makes the architectural concepts binding, the PUD shall be subject to the following:
  - A. Each unit shall have a gabled roof and shall be brick or stone, or brick or stone veneer for at least 20% of front and side (building end) and the remaining 80% of the façade shall be limited to wood siding, Hardie-plank or similar engineered fiber cement composite siding material, stone, brick, or a combination of these elevations.
  - B. Units in the same building shall be staggered or offset at the building line or roof line at least two feet from each adjoining dwelling.
  - C. The development must provide for a minimum of four (4) different architectural elevations for attached residential that are staggered throughout the site. Mirrored/reversed floor plans and exterior finishes will not be considered a different elevation.
  - D. Final elevations shall be subject to the review and approval of the zoning administrator prior to issuance of a building permit for any dwelling in the development.
  - E. For any residential unit containing three or more bedrooms, the number of full bathrooms shall be at least one fewer than the number of bedrooms. For purposes of this condition, a half-bath or powder room shall not count as a full bathroom. Any room capable of being used for sleeping, including a room labeled as a study, den, office, flex room, or media room, shall be counted as a bedroom if it contains a closet or direct access to a bathroom.
5. **Water and sewer improvements.** The owner shall be required to provide public water and sanitary sewer connections necessary to connect the project to the city's water and sanitary sewer systems at no cost to the city.
6. **Access.**
  - A. The development shall have one street connection (entrance/exit) to Mechanicsville Road.
  - B. The development may have one but not more than one street connection (entrance/exit) to Pinetree Way. Access to Pinetree Way from within the development shall be limited to a right turn only so

that traffic is directed through the existing roundabout after exiting the development.

- C. No street connection or other access shall be permitted to/from Lumpkin County school property, unless required by the Fire Marshal for emergency access and agreed to by the Lumpkin County School System.
- D. The access plan for the development shall require approval by the fire marshal prior to preliminary plat approval and development permitting.

**7. Street standards.**

- A. All streets within the PUD shall be designed to meet city standards and specifications for a local (city) public street and shall be private streets.
  - B. Any deviations to city street standards shall only be made by variance application approved by City Council.
  - C. Along the private internal street(s) within the zoned property, speed tables and/or raised crosswalks shall be required. Installation requirements as to the number of speed tables and location shall be based on City standards and overseen by the City Engineer.
  - D. Sidewalks along the private streets within the zoned property shall be required pursuant to and consistent with City regulations for public roads or streets.
  - E. The conditions, covenants and restrictions for the development shall provide that no owner, tenant, or guest shall park any vehicle on development streets within the subdivision overnight, except in cases of temporary loading or unloading. All vehicles must be parked in designated driveways or garages (or within common area parking provided) between the hours of 11:00 p.m. and 6:00 a.m. Commercial vehicles, trailers, and recreational vehicles must be prohibited from on-street parking and from parking in common area parking at all times.
- 8. Bond.** On or before the issuance of certificates of occupancy for one half the units, the applicant or applicant's successor in interest (including a builder if the zoning administrator so directs) must post a bond in an amount to be approved by the zoning administrator in consultation with the public works director and city engineer, in a form approved by the city attorney, and in an amount sufficient to insure final completion of the improvements to Pinetree Way and any other access point, after construction on the site is complete, which shall include repair of any damage caused by construction traffic, final paving and striping.

**9. Stormwater management areas.**

- A. The applicant or applicant's successor in interest shall submit a stormwater management report in accordance with the latest edition of the Georgia Stormwater Management Manual, prior to any land disturbance.
- B. Any stormwater facilities designed and/or maintained as wet detention facilities will be required to be surrounded by a fence of five (5) feet high and which is open to the air. If chain link is utilized for fencing of a wet detention facility, it shall be vinyl coated.

**10. Covenant and restriction pertaining to rental.**

- A. No more than 20% of the residential units may be rented by owners to other parties, at any given time. This restriction shall be and remain an enforceable zoning condition.
- B. In addition, the covenants, conditions and restrictions for the PUD shall have provisions that effectuate the 20% cap at any one time on rental of residential dwelling units.
- C. The conditions, covenants and restrictions for the development shall be subject to approval by the zoning administrator to ensure that specifics of enforcing the rental restrictions are included.
- D. The rental restrictions shall also specifically include a prohibition against the rental of individual bedrooms of any residential dwelling unit in the project that has more than one bedroom.
- E. Rental restrictions shall also reflect that no residential units shall be operated commercially (other than home occupations as may be approved by the city) including but not limited to short-term rental uses. Rental of any residential unit for a period of less than 31 days shall be prohibited.

**11. Sanitation.** All proposed solid waste loading centers shall be accessible by rear-loading solid waste vehicles consistent with those used by the City of Dahlonega.

**LEGAL DESCRIPTIONS**

**Parcel ID: 079 054:**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 998, 1033, 1034, 1050, AND 1051, 12<sup>TH</sup> DISTRICT, 1<sup>ST</sup> SECTION, CITY OF DAHLONEGA, LUMPKIN COUNTY, GEORGIA AND BEING FULLY DESCRIBED BY A PLAT PREPARED BY DOUGLAS R. SHERRILL, GEORGIA REGISTERED LAND SURVEYOR, DATED OCTOBER 8, 2013: AND AS PER SAID PLAT, THE PROPERTY CONTAINS 56.020 ACRES, MORE OR LESS, BEING SHOWN AS TRACT "A". THE SUBJECT PLAT BEING OF

RECORD IN PLAT CABINET ONE, SLIDE 197, PAGE 131, LUMPKIN COUNTY RECORDS. SAID PLAT IS HEREBY INCORPORATED BY REFERENCE.

LESS AND EXCEPT: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 998, 1033, 1034, 1050 AND 1051, 12<sup>TH</sup> DISTRICT, 1<sup>ST</sup> SECTION, CITY OF DAHLONEGA, LUMPKIN COUNTY, GEORGIA AND BEING FULLY DESCRIBED BY A PLAT PREPARED BY DOUGLAS R. SHERRILL, GEORGIA REGISTERED LAND SURVEYOR, DATED OCTOBER 8, 2013; AND AS PER SAID PLAT, THE PROPERTY CONTAINS 11.1 SQUARE FEET, MORE OR LESS, BEING SHOWN AS TRACT "C". THE SUBJECT PLAT BEING OF RECORD IN PLAT CABINET ONE, SLIDE 197, PAGE 131, LUMPKIN COUNTY RECORDS. SAID PLAT IS HEREBY INCORPORATED BY REFERENCE.

THIS CONVEYANCE IS MADE TOGETHER WITH AND SUBJECT TO EASEMENTS FOR PUBLIC ROADS AND UTILITIES NOW IN USE.

THIS CONVEYANCE IS MADE TOGETHER WITH AND SUBJECT TO ANY EASEMENTS OF RECORDS OR EASEMENTS LOCATED ON THE PROPERTY DESCRIBED.

**Parcel ID: 079-123:**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 1034, 12<sup>TH</sup> DISTRICT, 1<sup>ST</sup> SECTION, CITY OF DAHLONEGA, LUMPKIN COUNTY, GEORGIA AND BEING FULLY DESCRIBED BY A PLAT PREPARED BY DOUGLAS R. SHERRILL, GEORGIA REGISTERED LAND SURVEYOR, DATED OCTOBER 8, 2013: AND AS PER SAID PLAT, THE PROPERTY CONTAINS 0.248 ACRES, MORE OR LESS, BEING SHOWN AS TRACT "B", THE SUBJECT PLAT BEING OF RECORD IN PLAT CABINET ONE, SLIDE 197, PAGE 131, LUMPKIN COUNTY RECORDS. SAID PLAT IS HEREBY INCORPORATED BY REFERENCE.

**SECTION II.**

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

**SECTION III.**

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

**SECTION IV.**

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

**APPROVED THIS 1<sup>ST</sup> DAY OF JUNE, 2026, BY THE CITY COUNCIL OF DAHLONEGA, GEORGIA.**

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Sam Norton, Mayor

Attest:

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Rhonda Hansard, City Clerk



# City Council Agenda Memo

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**DATE:** 5/12/2026  
**TITLE:** Georgia Indigent Defense Services Agreement  
**PRESENTED BY:** Doug Parks, City Attorney  
**PRIORITY:** Strategic Priority - Communication

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## AGENDA ITEM DESCRIPTION

Georgia Indigent Defense Services Agreement

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## HISTORY/PAST ACTION

This item is the annual renewal of the public defender contractor.

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## FINANCIAL IMPACT

No change in compensation.

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## RECOMMENDATION

Recommendation is to approve.

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## SUGGESTED MOTIONS

n/a

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## ATTACHMENTS

Contract

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## GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, among the Circuit Public Defender Office of the Enotah Judicial Circuit (herein referred to as “the Public Defender Office”), the governing authority of Lumpkin County, a body politic and a subdivision of the State of Georgia (herein referred to as “the County”), and the City of Dahlonega, a body politic and a subdivision of the State of Georgia (herein referred to as “the City”). This agreement is effective July 1, 2026.

### WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 1**

### **SERVICES AND PERSONNEL**

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

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

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

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

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

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

## **ARTICLE 2 OPERATING EXPENSES**

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

## **ARTICLE 3 MISCELLANEOUS**

**Section 3.01 Term.** The term of this agreement is 12 months beginning July 1, 2026 and ending June 30, 2027.

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

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

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

**(b)** Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

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

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

Circuit Public Defender Office of Enotah Judicial Circuit:

Penny Hunter  
1536 Highway 129 South  
Cleveland, GA 30528

Governing Authority of City of Dahlonega:

City Manager

\_\_\_\_\_  
Street

Dahlonega, GA 30533

Governing Authority of Lumpkin County

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_, GA \_\_\_\_\_  
City Zip code

Georgia Public Defender Council:

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

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

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

**(b) For cause.** This agreement may be terminated for cause, in whole or in part, at any time by either party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" shall mean a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection, the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the City no later than 30 days after the effective date of written notice of termination and the City shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 3.07. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this contract.

**(c) For Convenience.** This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

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

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

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

**Section 3.09.** Time is of the essence

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

ATTEST:

**City of Dahlonega**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

ATTEST:

**Lumpkin County**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

ATTEST:

**Circuit Public Defender**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
Circuit Public  
Defender

ATTEST:

Consented to:

**Georgia Public Defender Council**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
Director