



CITY OF DAHLONEGA
Council Meeting - Amended Agenda
July 06, 2021 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.

CALL TO ORDER AND WELCOME

APPROVAL OF AGENDA

PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

PUBLIC COMMENT – PLEASE LIMIT TO THREE MINUTES

APPROVAL OF MINUTES -

- [a.](#) Work Session Minutes - May 17, 2021
Mary Csukas, City Clerk
- [b.](#) Council Meeting Minutes - June 7, 2021
Mary Csukas, City Clerk
- [c.](#) Special Call Meeting Minutes - June 21, 2021
Mary Csukas, City Clerk
- [d.](#) Work Session Minutes - June 21, 2021
Mary Csukas, City Clerk

APPOINTMENT/RECOGNITION

- [1.](#) Appointment of Sharon Thomason for a second term on the HPC
Kevin Herrit, Director of Community Development
- [2.](#) Appointment Assistant City Clerk – Ms. Danna Foster
Mary Csukas, City Clerk

ANNOUNCEMENT/CITY REPORTS:

- [3.](#) Financial Report - May 2021
Allison Martin, Finance Director

ORDINANCE AND RESOLUTION:

- [4.](#) Head House Renovation Project Financing
Melody Marlowe, Finance Director
Doug Gebhardt, Davenport & Company
- [5.](#) Resolution 2021-08 Authorizing Execution, Delivery and Performance of an IGA with the DDA
Doug Parks, City Attorney
- [6.](#) Resolution to Accept the American Rescue Plan Act Funds Allocated to the City of Dahlonega
Allison Martin, Finance Director
- [7.](#) Banking Resolutions
Melody Marlowe, Finance Director

NEW BUSINESS:

- [8.](#) Forward hotel proposal to DDA board for evaluation and recommendation

Bill Schmid, City Manager

COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

ADJOURNMENT



CITY OF DAHLONEGA

Council Work Session Minutes

May 17, 2021, 4:00 PM

Gary McCullough Council Chambers, Dahlonega City Hall

PRESENT

Mayor Sam Norton
Councilmember Ron Larson
Councilmember JoAnne Taylor
Councilmember Mitchel Ridley
Councilmember Roman Gaddis
Councilmember Johnny Ariemma
Councilmember Joel Cordle

OPEN MEETING

Mayor Norton opened the Work Session at 4:17 pm

1. Cemetery Committee—April 2021, Chris Worick, Committee Chairman (absent)
Presented by Mark Buchannan:
 - Commendation to the Appalachian Studies group who repaired the AB Holt tomb at Mt. Hope Cemetery.
 - GPR (Ground Penetrating Radar) completion in the old section of Mt Hope Cemetery gave exciting discoveries.
2. Main Street – April 2021, Ariel Alexander and Skyler Alexander, Main Street/DDA Staff
 - We are implementing new programs and initiatives based on the Main Street 4-Point approach. Ms. Ariel Alexander discussed the Concerts in Hancock Park, the success of the Wine Festival, and the growing Farmers Market, which runs Tuesdays and Saturdays.
 - The Independence Day schedule is posted and available on social media through the City and the Lumpkin County Chamber.
 - Council commended the Main Street /DDA team on attending the required DDA training to become certified.
 - The Main Street /DDA Board Meeting will be on the 1st of June, and discussion topics are changes to the bylaws and job descriptions for a Main Street/ DDA Manager.
3. TOURISM: Sam McDuffie, Tourism Director (absent)

DEPARTMENT REPORTS:

4. Marshal's - April 2021, Jeff Branyon, Marshal
 - Marshal Branyon expressed fuel is an issue; we are buying commercial fuel as the county fuel is down.
 - Marshal Branyon informed the Council and Mayor of our change to yellow tasers to allow unambiguous identification; training is complete using the new taser. Our Body Cam is now auto-turn-on of the cameras when tasers or weapons are pulled. On June 6th, installing this same camera activation in our vehicles will allow auto engagement when the blue lights are

activated in vehicles. Technology continues to advance, and it makes deputies better, safer, more accountable

- Council and Marshal Branyon discussed staffing for the Marshal's Office and the ratio of patrol vehicles to staff, and the most efficient use of staff. The City Manager discussed the possible funding of an additional vehicle this fiscal year.

5. Community Development – April 2021, Kevin Herrit, Director

- Director Herrit discussed the support GMRC would provide to assist us in putting together the Comprehensive Plan and the need for nominees for Stakeholder advisory committee.
- Director Herrit provided ideas for the Main Street / DDA staff to promote extra activities for visitors to Downtown Dahlenega.
- Council and Director Herrit discussed the late Occupational Tax Certificates and the need to ensure late notices with penalties, assessed at 10% of their fee, are mailed each month.
- Council discussed the number of building inspections monthly completed by this department.

6. Finance and Administration Department – April 2021, Melody Marlowe, Finance Director

- Director Marlowe discussed the ongoing work of the Finance Department working with Directors and their operational and capital needs.
- Director Marlowe and Council discussed the Head House proposal, which is due back May the 26th for presentation to the DDA Board at their next meeting on the 3rd of June and moving to approve the award of the note and intergovernmental agreement with the DDA and the Council at the Council Meeting on the 7th of June.

7. Public Works—April 2021, Mark Buchanan, PW Director/City Engineer

- Director Buchanan discussed road closures during the creation of the Oak Grove roundabout up until the first week in August 2021.
- Director Buchanan and Council discussed the Madeline Anthony Park sidewalk installation project. Mayor Norton offered a reminder to stain the signs at Hancock Park, Madeline Anthony, and the Diving Bell.
- Councilman Ridley suggested the possible recognition of the Poore Family contribution to the City of Dahlenega.
- Director Buchanan offered recognition for Don Wilson as Friday was his last day.
- Council discussed the best way to keep the public informed of the projects going on around the city. The city website was the topic of discussion as one possible avenue to keep citizens informed.

5. Water & Wastewater Treatment - April 2021, John Jarrard, Water/Wastewater Treatment Director

- Director Jarrard discussed the Cross Connection program that protects residents from commercial buildings with chemicals that could cause backflow; this is state-mandated.

ITEMS FOR DISCUSSION:

1. Appointment to Historic Preservation Commission - Ivana Pelnar - Zaiko, PhD

Mayor Norton brought attention to the application of Dr. Ivana Pelnar for the Historic Preservation Commission and encouraged Council recommendations for open Boards and Commissions seats.

2. ConnectAbility Inc. Presentation, Kim Bell, Director of Community Connections
The ConnectAbility Inc. group will present at the next Work Session.
3. GMA It's Worth a Shot Campaign, Joel Cordle, Councilmember
 - Council discussed the GMA Its Worth a Shot Campaign to promote vaccination opportunities for residents in Lumpkin County. Lumpkin County has a vaccination rate of 20%; the vaccination rates are available on the GA Dept of Health website.
4. 147 N Park Mirakovits Proposal, Bill Schmid, City Manager
 - Mr. Joe Mirakovits presented his proposal for the site on 147 South Park Street. This proposal encouraged parking, retail, dining, and possibly living options that would stay in alignment with the look and feel of Dahlonega.
5. WMP Canoe/Kayak Concessionaire, Bill Schmid, City Manager
 - City Manager Schmid outlined the possibility of concessionaire opportunity at the Kayak Launch.
6. FY2021 Mid-Year Budget Amendment, Melody Marlowe, Finance Director
 - Director Marlowe presented the FY2021 Mid-Year budget amendments. No changes to the budget were introduced, only adjustments to line items to align with current costs/projections.
7. Intergovernmental Agreement Lumpkin County and City of Dahlonega Municipal Election 2021, Mary Csukas, City Clerk
 - Ms. Csukas presented an amended IGA with Lumpkin County to support the special election for the seat left vacant by the death of David Miller. The combined elections will allow cost savings for the City of Dahlonega.

Mayor Norton suspended the work session to enter a Special Called Meeting at 5:38 pm

Mayor Norton reconvened the work session at 5:42 pm

Mayor Norton suspended the work session to enter an Executive Session at 5: 55 pm.

Mayor Norton reconvened the work session at 6: 25 pm.

8. Executive Session - Personnel Matter
No action was taken at the Executive Session

ADJOURNMENT

Mayor Norton adjourned the work session at 6:26 pm.



CITY OF DAHLONEGA

Council Meeting Minutes

June 07, 2021, 6:00 p.m.

Gary McCullough Chambers, Dahlonega City Hall

PRESENT

Mayor Sam Norton
Councilmember Joanne Taylor
Councilmember Mitchel Ridley
Councilmember Roman Gaddis
Councilmember Ron Larson
Councilmember Johnny Ariemma
Councilmember Joel Cordle

CALLED TO ORDER

Mayor Norton called the Council Meeting to order at 6:00 p.m.

PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG,

Councilmember Larson led the Prayer, and Councilmember Taylor led the Pledge of Allegiance.

APPROVAL OF AGENDA

Mayor Norton called for a motion to approve the agenda, understanding the topics Head House Renovation Project Financing and Resolution 2021-08 Authorizing Execution, Delivery and Performance of an IGA with the DDA; both are placed as discussion only items.

Motion made by Councilmember Larson, Seconded by Councilmember Gaddis.

Voting Yea: Councilmember Taylor, Councilmember Ridley, Councilmember Larson, Councilmember Ariemma, Councilmember Cordle, and Councilmember Gaddis.

PUBLIC COMMENT – PLEASE LIMIT TO THREE MINUTES

Concerns with safety hazards in Sky Country that violate City of Dahlonega codes:

- Junk vehicles
- Illegally parked RV's
- Hazardous gazebo placed at the entrance to the subdivision
- Safety color placement on entrance median

City Manager Schmid is following up on these items.

APPROVAL OF MINUTES -

a. Work Session Minutes - April 19, 2021

Mayor Norton called for a motion to approve the Work Session Minutes, April 19, 2021, as written.

Motion made by Councilmember Taylor, Seconded by Councilmember Larson.

Voting Yea: Councilmember Taylor, Councilmember Ridley, Councilmember Gaddis, Councilmember Larson, Councilmember Ariemma, Councilmember Cordle

b. Council Meeting Minutes - May 3, 2021

Mayor Norton called for a motion to approve the Council Meeting Minutes, May 3, 2021, as written.

Motion made by Councilmember Ariemma, Seconded by Councilmember Taylor.

Voting Yea: Councilmember Taylor, Councilmember Ridley, Councilmember Gaddis, Councilmember Larson, Councilmember Ariemma, Councilmember Cordle

c. Council Special Called Meeting - May 17, 2021

Mayor Norton called for a motion to approve the Special Called Meeting Minutes, May 17, 2021, as written.

Councilmember Ariemma stated agreement with Councilmember Taylor's response on these minutes to ensure the topic of solid waste fees for multiple businesses is an item on the next work session.

Motion made by Councilmember Ridley, Seconded by Councilmember Taylor.

Voting Yea: Councilmember Taylor, Councilmember Ridley, Councilmember Gaddis, Councilmember Larson, Councilmember Ariemma, Councilmember Cordle

d. City Council Public Hearing Minutes - May 17, 2021

Mayor Norton called for a motion to approve the City Council Public Hearing Minutes, May 17, 2021, as written.

Motion made by Councilmember Cordle, Seconded by Councilmember Larson.

Voting Yea: Councilmember Taylor, Councilmember Ridley, Councilmember Gaddis, Councilmember Larson, Councilmember Ariemma, Councilmember Cordle

APPOINTMENT/RECOGNITION

1. Appointment of Ivana Pelnar-Zaiko, Ph.D. to the Historic Preservation Commission, Kevin Herrit, Director of Community Development

Mayor Norton called for a motion to appoint Ivana Pelnar-Zaiko as a full voting member of the Historic Preservation Commission. The swearing-in ceremony took place at the next council meeting in July.

Motion made by Councilmember Ridley, Seconded by Councilmember Larson.

Voting Yea: Councilmember Taylor, Councilmember Ridley, Councilmember Gaddis, Councilmember Larson, Councilmember Ariemma, Councilmember Cordle

ORDINANCE AND RESOLUTION:

1. Head House Renovation Project Financing, Melody Marlowe, Finance Director

Director Marlowe informed Council and Mayor that on May 12, 2021, Davenport & Company (Financial Advisor) distributed a Request for Proposals (RFP) to over twenty-five local, regional, and national banking institutions. United Community Bank (UCB) was one of five responding banks and offered the best combination of rates and terms at 2.81%, a term of fifteen years. The debt service is estimated at \$68,000.

Davenport & Company consulted with Doug Parks (City Attorney) and Terri Finister (Bond Counsel) to design a financing arrangement. Ownership of the Head House property will be transferred to the Downtown Development Authority (DDA). The DDA will execute a promissory note with UCB. An Intergovernmental Agreement (IGA) between the DDA and the

City will include the provision that the City will pay the DDA in amounts sufficient to pay the debt service. Once the debt is paid in full, ownership of the property will transfer back to the City.

After discussing with Councilmembers, Mayor Norton stated the DDA Board is reviewing these documents with financial advisors and expects a DDA special called meeting shortly to finalize this matter. While historic preservation is expensive, the City of Dahlonga is responsible for ensuring this property is maintained in the coming years.

2. Resolution 2021-08 Authorizing Execution, Delivery, and Performance of an IGA with the DDA
Doug Parks, City Attorney

Mayor Norton and Council reviewed the outline of Resolution 2021-08, which is the avenue to move forward with the Head House funding project. This a discussion only for this topic.

Mayor Norton tabled Resolution 2021-08 Authorizing Execution, Delivery, and Performance of an IGA with the DDA to a future special called meeting.

3. FY2021 Mid-Year Budget Amendment, Melody Marlowe, Finance Director

Director Marlowe informed the Council of budget adjustments needed to reclassify projects to the appropriate funds.

Motion Norton called for a motion to approve the FY2021 Mid-Year Budget Amendments.

Motion made by Councilmember Taylor, Seconded by Councilmember Larson.

Voting Yea: Councilmember Taylor, Councilmember Ridley, Councilmember Gaddis, Councilmember Larson, Councilmember Ariemma, Councilmember Cordle

4. Ordinance 2021-01 - Text Zoning Amendment for Formula Business Establishments, Bill Schmid, City Manager.

County Manager Schmid stated Ordinance 2021-01 allows for limited formula business, with conditions in the Zoning B-3 district only

Council and Mayor Norton discussed the history of this ordinance through work sessions, council retreats, and public hearings.

Mayor Norton called for a motion to approve Ordinance 2021-01 - Text Zoning Amendment for Formula Business Establishments

Motion made by Councilmember Ariemma, Seconded by Councilmember Cordle.

Voting Yea: Councilmember Taylor, Councilmember Ridley, Councilmember Gaddis, Councilmember Larson, Councilmember Ariemma, Councilmember Cordle

ANNOUNCEMENT/CITY REPORTS:

5. Financial Reports - April 2021, Melody Marlowe, Finance Director

Director Marlowe informed Council that the city is staying within budget numbers at the seventh-month mark in our fiscal year. While sales tax increases, franchise fees, water, and sewer funds are still below expectations but within the budgeted numbers.

Council, Mayor, and Staff discussed the ARPO Funds process, which is moving forward as expected.

Mayor Norton called for a motion to accept the April 2021 Financial Reports

Motion made by Councilmember Larson, Seconded by Councilmember Cordle.

Voting Yea: Councilmember Taylor, Councilmember Ridley, Councilmember Gaddis,

Councilmember Larson, Councilmember Ariemma, Councilmember Cordle

OLD BUSINESS:

1. Amended and Restated Intergovernmental Agreement Between Lumpkin County and The City of Dahlonega Relating to the 2021 Municipal Election for the City of Dahlonega, Mary Csukas, City Clerk

Mayor Norton discussed how Lumpkin County helps us with elections, and we pay them \$10,000 for the City to hold an election. The regular election will be this fall in November, and the qualifying Election dates are August 24, 25, 26, 2021. It will cost us half if we partner with the County.

Mayor Norton called for a Motion to approve amended Intergovernmental Agreement between Lumpkin County and The City of Dahlonega.

Motion made by Councilmember Taylor, Seconded by Councilmember Cordle.

Voting Yea: Councilmember Taylor, Councilmember Ridley, Councilmember Gaddis, Councilmember Larson, Councilmember Ariemma, Councilmember Cordle

NEW BUSINESS:

COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments: Ms. Csukas introduced Ms. Danna Foster as the Assistant City Clerk

City Manager Comments: Ms. Csukas will be registering for the GMA Conference August 6-10. Please coordinate with her for registration. The demolition at 147 N Park Street is on track to be down before July 3rd. On June 9th a presentation will be made to the Historic Preservation Committee regarding the Head House. On June 10th, the construction moves forward on the Wimpy Mill sidewalk to connect Golden Hills and the Wimpy Mill Park. The Oak Grove roundabout is still on schedule and the utilities are in the process of being moved. Mayor Norton acknowledged the County's lead on the project and voiced concern at the signage for all detour routes.

City Attorney Comments: Mr. Parks stated he is working diligently with the IGA, the bank and financials so that those are accomplished and delivered to the DDA

City Council Comments:

Councilmember Taylor: no comment

Councilmember Larson welcomed Ms. Allison Martin and Ms. Danna Foster and thanked Ms. Melody Marlowe for her service.

Councilmembers Cordle and Ariemma both welcomed Ms. Allison Martin and Ms. Danna Foster.

Councilmember Gaddis: Nothing at this time.

Councilmember Ridley announced he will be running for David Miller's County Commissioner in District 1. Mr. Ridley believes he can bring the City's perspective to the County and bridge the City and County collaboration.

Mayor Comments Mayor stated he is not certain he will be seeking re-election. Qualifying is in August, and we have a fine city that is worthy of passionate public service positions.

ADJOURNMENT

Mayor Norton called for a motion to adjourn the meeting.

Councilmember Taylor motioned to adjourn the meeting.

Adjourned at 6:47 p.m.



CITY OF DAHLONEGA
City Council Special Called Meeting Minutes
June 21, 2021, 6:00 PM
Gary McCullough Chambers, Dahlonega City Hall

PRESENT

Mayor Sam Norton
Councilmember Ron Larson
Councilmember JoAnne Taylor
Councilmember Mitchel Ridley
Councilmember Roman Gaddis
Councilmember Johnny Ariemma

ABSENT

Councilmember Joel Cordle

CALL TO ORDER AND WELCOME

Mayor Norton called the Special Called Meeting to order at 4:01.

APPROVAL OF AGENDA

Mayor Norton called a motion to approve the agenda.

Motion made by Councilmember Ridley, Seconded by Councilmember Gaddis.

Voting Yea: Councilmember Taylor, Councilmember Larson, Councilmember Ariemma, Councilmember Taylor, and Councilmember Larson

NEW BUSINESS

1. Appointment of Councilmember Joel Cordle to Main Street / DDA Board, Sam Norton, Mayor

The Mayor and Council discussed Councilmember Cordle as a full-term member on the DDA Board.

Mayor Norton called for a motion to approve the appointment of Councilmember Cordle as a full term member of the Main Street/ DDA Board.

Motion made by Councilmember Taylor, Seconded by Councilmember Larson.

Voting Yea: Councilmember Ridley, Councilmember Gaddis, Councilmember Ariemma, Councilmember Taylor, and Councilmember Larson

ADJOURNMENT

Mayor Norton called for a motion to adjourn the meeting at 4:04 PM.

Motion made by Councilmember Gaddis, Seconded by Councilmember Taylor.

Voting Yea: Councilmember Ridley, Councilmember Larson, Councilmember Ariemma, Councilmember Taylor, and Councilmember Larson



CITY OF DAHLONEGA

Council Work Session Minutes

June 21, 2021, 4:00 PM

Gary McCullough Council Chambers, Dahlonega City Hall

PRESENT

Mayor Sam Norton

Councilmember Ron Larson

Councilmember JoAnne Taylor

Councilmember Mitchel Ridley

Councilmember Roman Gaddis

Councilmember Johnny Ariemma

ABSENT

Councilmember Joel Cordle

OPEN MEETING

Mayor Norton opened the Work Session at 4:00 PM

Mayor Norton suspended the Work Session at 4:01 PM

Mayor Norton reconvened the Work Session at 4:04 PM

BOARDS & COMMITTEES:

1. Cemetery Committee—May 2021, Chris Worick, Committee Chairman
 - Ground-penetrating radar (GPR) was used in the historic African American section of Mt. Hope Cemetery. Approximately 260-290 unmarked burials are dating from 1883. In the future, these will be marked with stainless steel pins.
 - Cradle Graves popular in the 18th century are identified in Mt. Hope Cemetery. The cradle is place flowers or plantings are assembled in the center of the tombstone. Ms. Jane Miller will be approaching Master Gardeners to work plantings for these graves, making Mt Hope Cemetery more interesting to visit.
2. Main Street – May 2021 Ariel Alexander and Skyler Alexander, Main Street/DDA Staff
 - We are working with DCA to develop a Downtown survey better to understand the needs and demographics of the businesses.
 - New Event- Art in the Park with Chestatee Artists and Dahlonega Arts Alliance begins 2nd Saturday in July.
 - We are reviewing the Façade Grant application and the Wayfinding Sign program.
 - We are compiling a running list of properties and vacant spaces, and their retail space.

TOURISM: Sam McDuffie, Tourism Director, Sam McDuffie

- Apr/May newsletter doing well. Click and open rates are above the industry average
- We have a slight dip in followers on social media.
- Monticule's wine hike featured in Southern Living as the best wine walking tour and Dahlonega was listed as one of twenty-five best small-town Main Street.

- Filled Communications Manager position- starts July 6
- We formed a committee on the 501C6 split, who will meet soon.

DEPARTMENT REPORTS:

1. Marshal's May 2021, Chief Jeff Branyon, Marshal
 - Deputy Marshal Diane Kimmel and Deputy Sheriff Shane Murphy responded to a call for a 21-year-old heart transplant recipient who had a cardiac arrest and performed CPR and got to the hospital, saving her life.
2. Finance and Administration Department – May 2021, Melody Marlowe, Finance Director
 - Conducted a Surplus Sale on GovDeals, which brought in \$66,000
3. Public Works—May 2021, Mark Buchanan, PW Director/City Engineer (absent) report by City Manager Bill Schmid
 - Roundabout at Oak Grove is on schedule.
 - All projects are online for public viewing.
 - There are concerns about the new pavement in the Skyline Drive area.
 - They found an old saltshaker at the kindergarten property during demolition.
3. Water & Wastewater Treatment Department Report May 2021, John Jarrard, Water/Wastewater Treatment Director
 - Meters replaced, pump upgrades, and general maintenance when the schools are out; they take advantage of the low population.
 - Algae tests were performed, and they are monitoring for the summer.

ITEMS FOR DISCUSSION:

1. Appointment of Sharon Thomason to HPC for the second term as a full member
 - Council and Mayor discussed the qualification of Ms. Sharon Thomason for the HPC Commission. This reappointment will be addressed in the next Council Meeting.
2. ConnectAbility Inc. Presentation, Kim Bell, Director of Community Connections
 - Introduction of Kim Bell as new team member and co-presenter today with Jackie Daniel.
 - ConnectAbility has grown to support over 68,000 people through virtual and in-person events during the pandemic.
 - The 10th year of 1000 words photography project.
 - Quality transportation can be a concern for this program. Vision to begin to create a program that helps people to get to where they need to go.
 - ConnectAbility asks we keep all abilities programs in the forefront, such as the kayak launch.
3. Lumpkin Leadership County Overview, Robb Nichols, Executive Director
 - Rob Nichols- Leadership Lumpkin- slide show highlighting the Lumpkin Leadership Volunteer classes and connection opportunities available.

- The David Miller Servant Leadership Award recognizes incredible volunteers. On August 26th Shannon Gooch and Ben English will receive the first awards. We are recruiting now.
4. Distilled Spirits Package Store, Doug Parks, Esq., City Attorney
 - Legislature changed how a referendum may be called and no longer requires a citizen petition to request a referendum. Now the council on their own can by ordinance call by referendum.
 - If it is the desire of the Council, it could be on the ballot in November.
 - This could be a Special Election that occurs during the regular election.
 5. American Rescue Plan Act - Informational Briefing, Allison Martin, Finance Director
 - This law became effective March 11th with direct funding in two tranches totaling \$2,723,845
 - Application is completed, waiting 20-45 days for the first tranche of funds to be dispersed.
 - Ms. Martin recommended the council make a resolution to accept the funds.
 6. Banking Resolutions, Melody Marlowe, Finance Director
 - Ms. Marlowe recommended a Resolution to move Ms. Martin as the Authorized Signer on the Bank Accounts
 - Ms. Marlowe recommended a Resolution to move Ms. Martin as the Authorized signer with the Georgia Fund 1
 7. Ordinance 2021-09: Setting the 2021 Municipal General Election, Doug Parks, City Attorney
 - Recommendation to pass Ordinance to appoint Lumpkin County to conduct elections.
 - Additional information goes out to the newspaper in July for those who qualified.

COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments- no comments

City Manager Comments- Discussed the demolition process at the Kindergarten Property on 147 S Park Street. The foundation has been removed, and the property is ready for public parking. The movement and direction of this property will be discussed with the Main Street/DDA Board in the coming weeks.

City Attorney Comments- The Georgia Court of appeals sustained Dahlonega's appeal for an incident in Downtown Dahlonega.

City Council Comments-

Councilmember Ariemma announced his 35th wedding anniversary.

Councilmember Gaddis thanked Finance Director Marlowe for all her hard work these last five years at the City and informed Council he would not be attending the next Council meeting.

Councilmember Larson discussed proposals that have been received regarding the 147 S Park Street property and encourages a businesslike response from the City Manager.

Councilmember Ridley expressed the desire to recognize the Poore Family for their part in creating the Madeleine Anthony Park.

Councilmember Taylor – no comments

Mayor Comments- Welcomed Ms. Allison Martin, Finance Director, and thanked Deputy Marshal Kimmel for her dedication to the citizens of Dahlonaga.

ADJOURNMENT

Mayor Norton adjourned the meeting at 5:45 PM.



City Council Agenda Memo

DATE: June 1, 2021
TITLE: Appointment of Sharon Thomason for a second term on the HPC
PRESENTED BY: Kevin Herrit, Director of Community Development

AGENDA ITEM DESCRIPTION:

Sharon Thomason's appointment to the HPC for a second term of three (3) years.

HISTORY/PAST ACTION:

Approval for someone wanting to serve a second term.

FINANCIAL IMPACT:

Nominal fees for training. Approximately \$200 a year.

RECOMMENDATION:

Approval for a second term.

SUGGESTED MOTIONS:

Move to approve Sharon Thomason for a second term to the HPC as a full member.

ATTACHMENTS:

None



City Council Agenda Memo

DATE: June 15, 2021
TITLE: Appointment Assistant City Clerk – Ms. Danna Foster
PRESENTED BY: Mary Csukas, City Clerk

AGENDA ITEM DESCRIPTION:

Ms. Danna Foster is a retired military spouse with an extensive background in Children Services through employment in the US Army, Georgia Child Care Services, and UNG with the USDA Food Service program. Included in Ms. Foster's background are banking and financial auditing that is again a skill strength for the Assistant Clerks position. This multiple-level background in government with global experience will bring vital customer service and organizational skills to a place that requires this same strength.

HISTORY/PAST ACTION:

Director Melody Marlowe resigns from Assistant City Clerk effect on July 31, 2021, allowing for a new appointment by Council to this vacancy.

FINANCIAL IMPACT:

None

RECOMMENDATION:

I highly recommend Ms. Danna Foster as Assistant City Clerk

SUGGESTED MOTIONS:

Appointment of Ms. Danna Foster as Assistant City Clerk

ATTACHMENTS:

None

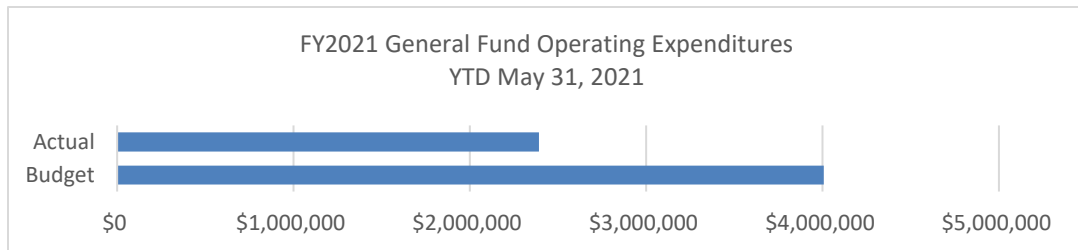
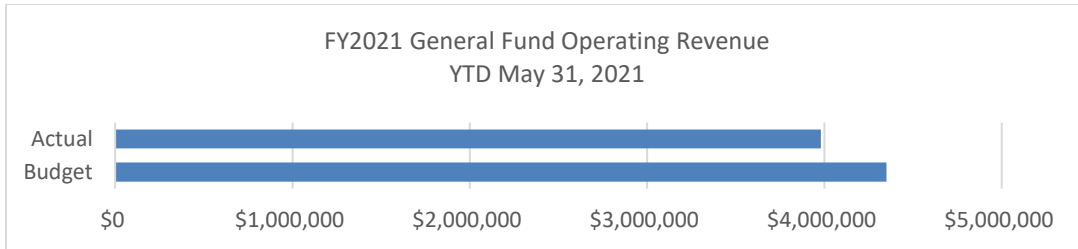


CITY OF DAHLONEGA

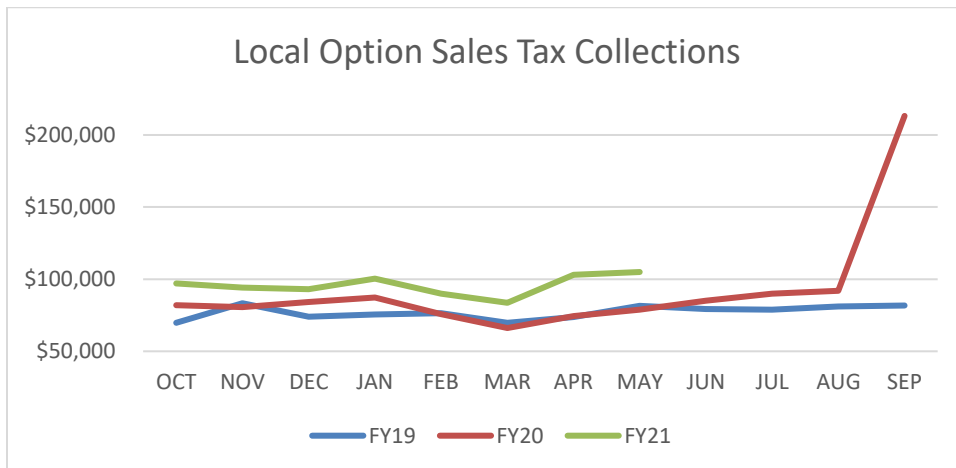
MONTHLY FINANCIAL REPORTS

For the Eight Months Ended May 31, 2021

GENERAL FUND



- Property taxes were billed in October with a due date of December 21. Collections through April 30th are reflected on the current financial report and reflect that 100% of 2020 taxes budgeted have been collected to date.
- Sales tax collections have increased, and year-to-date amounts are 22.3% more than last fiscal year and 26.9% greater than FY2019. The change in the State law effective April 2020, related to taxation of internet sales, is the primary reason for the increases. A large amount was collected in September 2020 from an audit finding for a large retailer.



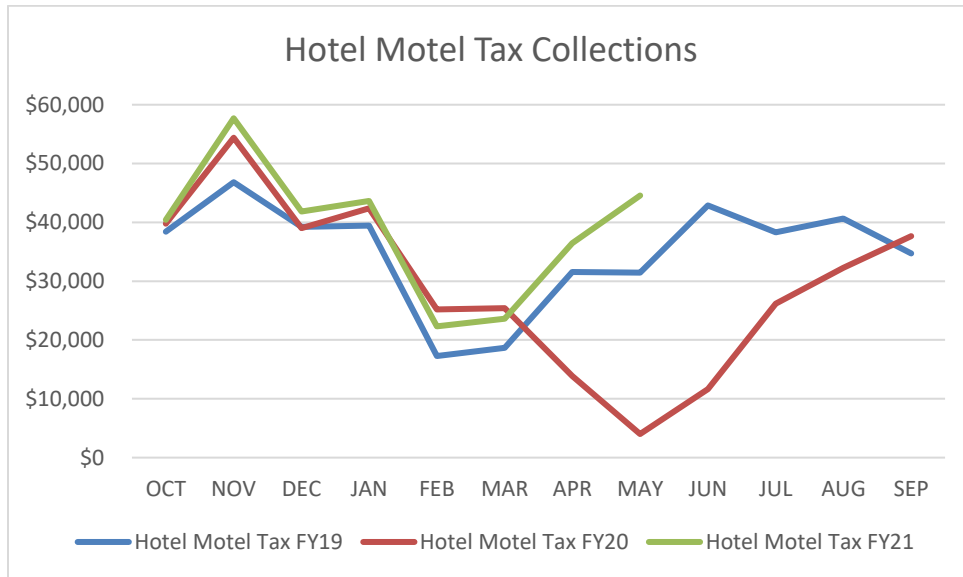
- The annual payment from Georgia Power for electric franchise tax was received in February: the amount received was \$385,838 compared to the prior year amount of \$424,642 (9.1% decrease). The Pandemic had a significant impact on electric sales with the closure of schools and businesses.
- The annual revenue for Insurance Premium Tax has been received in the amount of \$422,760, which is 6.8% greater than received last fiscal year.
- Alcohol Licenses and Businesses Taxes, collected annually, have exceeded budget expectations and prior year amounts.
- The Parks department spending year-to-date is high due to the outsourcing of the cleaning of public facilities necessary during the pandemic.
- Other department expenditures are in line with budget expectations.

DOWNTOWN DEVELOPMENT AUTHORITY

- Operational results are better than budget expectations due to staff vacancies and program re-evaluations.

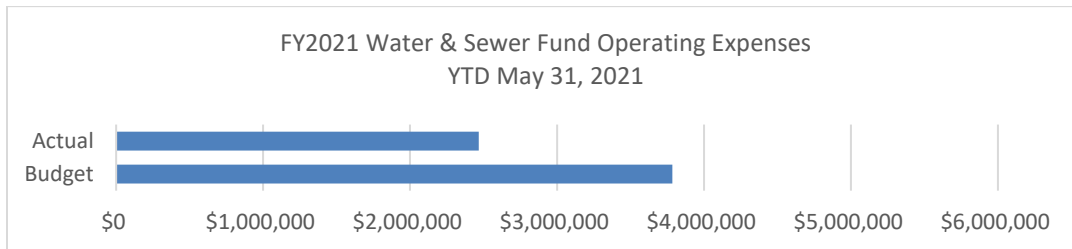
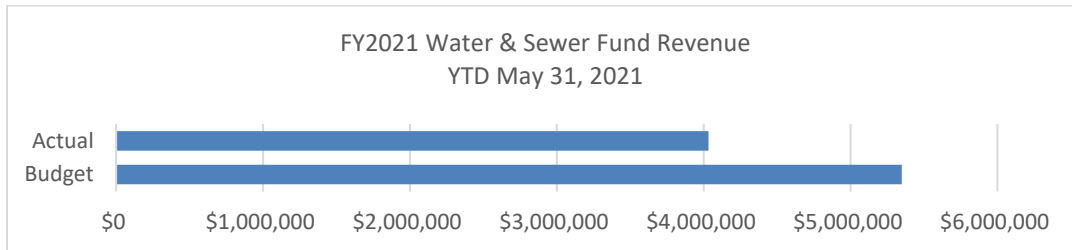
HOTEL/MOTEL TAX FUND

- Tax revenue collections experienced a sharp decline in April 2020 with the onset of the Pandemic. Beginning in September 2020, collections have been about 18% greater than pre-pandemic levels.



WATER AND SEWER ENTERPRISE FUND

- Water and sewer sales are trending higher than budget estimates. Year-to-date revenue from water sales and sewer charges is 2.84% greater than last fiscal year but is 4.74% less than FY2019.
- All department expenses are in line with the budget.



SOLID WASTE ENTERPRISE FUND

- Refuse Collection Charges are 11.5% greater than the prior year due primarily to changes in the non-residential fee schedule.
- Expenses are meeting budget expectations.

STORMWATER ENTERPRISE FUND

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

(Prepared for Council and Management by Allison Martin 06/24/2021)

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE	% BDGT USED
			05/31/2021 NORMAL (ABNORMAL)	
Fund 100 - GENERAL FUND				
	GENERAL PROPERTY TAXES	1,734,800.00	1,693,831.74	97.64
	GENERAL SALES AND USE TAXES	937,972.00	766,536.92	81.72
	SELECTIVE SALES AND USE TAXES	211,600.00	147,186.45	69.56
	ALCOHOLIC BEVERAGES LICENSES	115,300.00	127,975.00	110.99
	BUSINESS TAXES	497,900.00	564,162.08	113.31
	PENALTIES AND INTEREST	2,700.00	1,887.71	69.92
	PERMITS AND FEES	46,600.00	49,570.96	106.38
	INTERGOVERNMENTAL REVENUE	28,646.00	19,430.88	67.83
	CHARGES FOR SERVICES	558,860.00	392,353.71	70.21
	FINES AND FORFEITURES	131,000.00	171,839.36	131.18
	INVESTMENT INCOME	42,000.00	1,993.25	4.75
	CONTRIBUTIONS AND DONATIONS	0.00	100.00	100.00
	MISCELLANEOUS REVENUE	6,000.00	6,491.39	108.19
	OTHER FINANCING SOURCES	10,000.00	12,875.00	128.75
	OTHER CHARGES FOR SERVICES	15,000.00	15,589.00	103.93
	TRANSFERS IN FROM OTHER FUNDS	11,269.00	7,508.82	66.63
	APPROPRIATED FUND BALANCE	606,480.00	0.00	0.00
TOTAL REVENUES		4,956,127.00	3,979,332.27	80.29
	LEGISLATIVE	206,312.00	93,924.84	45.53
	EXECUTIVE	241,941.00	167,475.09	69.22
	ELECTIONS	11,940.00	0.00	0.00
	GENERAL ADMINISTRATION	931,050.00	608,804.12	65.39
	MUNICIPAL COURT	309,568.00	176,175.68	56.91
	CITY MARSHAL	529,744.00	264,023.76	49.84
	PUBLIC WORKS ADMINISTRATION	145,171.00	61,807.51	42.58
	STREETS	1,145,179.00	741,389.00	64.74
	MAINTENANCE AND SHOP	101,137.00	66,074.38	65.33
	CEMETERY	62,206.00	16,595.58	26.68
	PARKS	50,550.00	38,758.46	76.67
	COMMUNITY DEVELOPMENT	272,782.00	156,384.77	57.33
	NON-DEPARTMENTAL	81,717.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	866,830.00	577,886.32	66.67
TOTAL EXPENDITURES		4,956,127.00	2,969,299.51	59.91
Fund 100 - GENERAL FUND:				
	TOTAL REVENUES	4,956,127.00	3,979,332.27	80.29
	TOTAL EXPENDITURES	4,956,127.00	2,969,299.51	59.91
	NET OF REVENUES & EXPENDITURES	0.00	1,010,032.76	100.00

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 05/31/2021 NORMAL (ABNORMAL)	% BDGT USED
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY				
	DAHLONEGA 2000	800.00	0.00	0.00
	CHARGES FOR SERVICES	200.00	357.55	178.78
	INVESTMENT INCOME	0.00	307.93	100.00
	TRANSFERS IN FROM OTHER FUNDS	284,434.00	189,622.66	66.67
	TOTAL REVENUES	285,434.00	190,288.14	66.67
	DDA ADMINISTRATION	195,298.00	81,217.84	41.59
	TOURISM	56,472.00	2,611.47	4.62
	DOWNTOWN DEVELOPMENT	33,664.00	7,641.59	22.70
	TOTAL EXPENDITURES	285,434.00	91,470.90	32.05
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY:				
	TOTAL REVENUES	285,434.00	190,288.14	66.67
	TOTAL EXPENDITURES	285,434.00	91,470.90	32.05
	NET OF REVENUES & EXPENDITURES	0.00	98,817.24	100.00

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 05/31/2021 NORMAL (ABNORMAL)	% BDGT USED
Fund 275 - HOTEL/MOTEL TAX FUND				
	HOTEL/MOTEL TAXES	375,646.00	310,554.38	82.67
	INVESTMENT INCOME	0.00	39.54	100.00
	TOTAL REVENUES	<u>375,646.00</u>	<u>310,593.92</u>	<u>82.68</u>
	PURCHASES/CONTRACTED SERVICES	250,000.00	149,999.99	60.00
	TRANSFERS OUT TO OTHER FUNDS	125,646.00	83,764.28	66.67
	TOTAL EXPENDITURES	<u>375,646.00</u>	<u>233,764.27</u>	<u>62.23</u>
Fund 275 - HOTEL/MOTEL TAX FUND:				
	TOTAL REVENUES	375,646.00	310,593.92	82.68
	TOTAL EXPENDITURES	<u>375,646.00</u>	<u>233,764.27</u>	<u>62.23</u>
	NET OF REVENUES & EXPENDITURES	0.00	76,829.65	100.00

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 05/31/2021 NORMAL (ABNORMAL)	% BDGT USED
Fund 505 - WATER AND SEWER ENTERPRISE FUND				
	INVESTMENT INCOME	46,000.00	3,888.15	8.45
	MISCELLANEOUS REVENUE	500.00	3,010.18	602.04
	OTHER FINANCING SOURCES	0.00	8,000.00	100.00
	WATER CHARGES	2,748,000.00	2,023,421.66	73.63
	TAP FEES - WATER	100,000.00	167,302.00	167.30
	SEWER CHARGES	1,875,900.00	1,385,048.02	73.83
	TAP FEES - SEWER	100,000.00	147,695.00	147.70
	OTHER CHARGES FOR SERVICES	107,400.00	47,453.67	44.18
	TRANSFERS IN FROM OTHER FUNDS	371,845.00	247,896.82	66.67
	APPROPRIATED NET ASSETS	1,692,661.00	0.00	0.00
	TOTAL REVENUES	7,042,306.00	4,033,715.50	57.28
	SEWER LIFT STATIONS	224,991.00	136,302.08	60.58
	SEWER TREATMENT PLANT	690,141.00	463,644.51	67.18
	DISTRIBUTION AND COLLECTION	896,670.00	574,955.38	64.12
	WATER SUPPLY	150,561.00	75,741.28	50.31
	WATER TREATMENT PLANT	1,747,682.00	1,171,994.14	67.06
	CAPITAL OUTLAYS	1,451,954.00	236,170.93	16.27
	INTERFUND CHARGES	67,500.00	45,000.00	66.67
	DEPRECIATION AND AMORTIZATION	1,805,227.00	1,203,480.00	66.67
	OTHER COSTS	7,580.00	0.00	0.00
	TOTAL EXPENDITURES	7,042,306.00	3,907,288.32	55.48
Fund 505 - WATER AND SEWER ENTERPRISE FUND:				
	TOTAL REVENUES	7,042,306.00	4,033,715.50	57.28
	TOTAL EXPENDITURES	7,042,306.00	3,907,288.32	55.48
	NET OF REVENUES & EXPENDITURES	0.00	126,427.18	100.00

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 05/31/2021 NORMAL (ABNORMAL)	% BDGT USED
Fund 540 - SOLID WASTE ENTERPRISE FUND				
	CHARGES FOR SERVICES	500.00	725.00	145.00
	INVESTMENT INCOME	0.00	276.34	100.00
	OTHER CHARGES FOR SERVICES	6,000.00	4,966.53	82.78
	REFUSE COLLECTION CHARGES	918,900.00	682,809.83	74.31
	APPROPRIATED NET ASSETS	30,657.00	0.00	0.00
	TOTAL REVENUES	956,057.00	688,777.70	72.04
PERSONAL SERVICES AND EMPLOYEE BENEFITS				
	PURCHASES/CONTRACTED SERVICES	525,795.00	327,634.57	62.31
	SUPPLIES	261,994.00	174,520.26	66.61
	CAPITAL OUTLAYS	73,400.00	43,566.42	59.35
	DEPRECIATION AND AMORTIZATION	30,000.00	26,963.90	89.88
	DEBT SERVICE	58,268.00	38,848.00	66.67
		6,600.00	2,529.93	38.33
	TOTAL EXPENDITURES	956,057.00	614,063.08	64.23
Fund 540 - SOLID WASTE ENTERPRISE FUND:				
	TOTAL REVENUES	956,057.00	688,777.70	72.04
	TOTAL EXPENDITURES	956,057.00	614,063.08	64.23
	NET OF REVENUES & EXPENDITURES	0.00	74,714.62	100.00

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 05/31/2021 NORMAL (ABNORMAL)	% BDGT USED
Fund 560 - STORMWATER ENTERPRISE FUND				
	INVESTMENT INCOME	0.00	97.27	100.00
	OTHER CHARGES FOR SERVICES	0.00	602.11	100.00
	TRANSFERS IN FROM OTHER FUNDS	844,337.00	562,891.20	66.67
	STORMWATER UTILITY CHARGES	204,818.00	148,606.35	72.56
	TOTAL REVENUES	1,049,155.00	712,196.93	67.88
	PERSONAL SERVICES AND EMPLOYEE BENEFITS	87,631.00	49,015.31	55.93
	PURCHASES/CONTRACTED SERVICES	30,400.00	3,771.92	12.41
	SUPPLIES	29,600.00	0.00	0.00
	CAPITAL OUTLAYS	431,564.00	12,762.50	2.96
	INTERFUND CHARGES	469,960.00	313,306.64	66.67
	TOTAL EXPENDITURES	1,049,155.00	378,856.37	36.11
Fund 560 - STORMWATER ENTERPRISE FUND:				
	TOTAL REVENUES	1,049,155.00	712,196.93	67.88
	TOTAL EXPENDITURES	1,049,155.00	378,856.37	36.11
	NET OF REVENUES & EXPENDITURES	0.00	333,340.56	100.00
	TOTAL REVENUES - ALL FUNDS	14,664,725.00	9,914,904.46	67.61
	TOTAL EXPENDITURES - ALL FUNDS	14,664,725.00	8,194,742.45	55.88
	NET OF REVENUES & EXPENDITURES	0.00	1,720,162.01	100.00



City Council Agenda Memo

DATE: July 6, 2021
TITLE: Head House Renovation Project Financing
PRESENTED BY: Melody Marlowe, Finance Director
Doug Gebhardt, Davenport & Company

AGENDA ITEM DESCRIPTION:

Head House Renovation Project Financing

HISTORY/PAST ACTION:

On May 12, 2021, Davenport & Company (Financial Advisor) distributed a Request for Proposals (RFP) to local, regional, and national banking institutions. United Community Bank (UCB) was one of five responding banks and offered the best combination of rates and terms.

FINANCIAL IMPACT:

Davenport & Company consulted with Doug Parks (City Attorney) and Terri Finister (Bond Counsel) to design a financing arrangement. Ownership of the Head House property will be transferred to the Downtown Development Authority (DDA). The DDA will execute a promissory note with UCB. An Intergovernmental Agreement (IGA) between the DDA and the City will include the provision that the City will make payment to the DDA in amounts sufficient to pay the debt service. Once the debt is paid in full, ownership of the property will transfer back to the City.

The 15-year Note will be for the principal amount not to exceed \$850,000 and bear interest at 2.81%. Annual debt service payments will approximate \$69,000.

RECOMMENDATION:

Proceed with approval of the financing arrangement and authorize the Mayor to execute all documents necessary to finalize the transaction.

SUGGESTED MOTIONS:

A Motion will follow the City Attorney's presentation of the Resolution authorizing the execution of the IGA pertaining to the issuance of a promissory note.

ATTACHMENTS:

City of Dahlonega, Georgia

Series 2021 Taxable Revenue Note

RFP Results Presentation



July 6, 2021

Request for Proposals Solicitation



- On Wednesday, May 12, 2021, Davenport & Company, in our capacity as financial advisor to the City of Dahlonega (the “City”) distributed a Request for Proposals (“RFP”) to over 25 local, regional, and national lending institutions on behalf of the City and the Downtown Development Authority of the City of Dahlonega, Georgia (the “Authority”) for the purpose of obtaining a commercial loan evidenced by the Taxable Revenue Note, Series 2021 (the “Series 2021 Note”) to be issued by the Authority. Davenport was tasked with evaluating multiple financing options and recommended this financing approach through the Authority.
- Proceeds from the Series 2021 Note will be used to finance the redevelopment of the Historic Head House in Downtown Dahlonega.
- On Wednesday, May 26, 2021 Davenport received 5 proposals from the following lending institutions which have been summarized below.

Ameris Bank (3.73%)	JP Morgan Chase* (3.01%)	Pinnacle Bank (3.45% / 3.21%)	Truist Bank (3.32%)	United Community Bank (2.81%)
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Summary of Top Proposal



United Community Bank

Series 2021 Taxable Revenue Note

Par Amount: \$850,000

Term 15 Years

Rate: **2.81%**
(Fixed until Final Maturity)

Prepayment: Prepayment at any time without penalty

Bank Fees: \$4,000

Closing Date: July 15, 2021*

United Community Bank provided the lowest interest rate, maximum prepayment flexibility and well below our planning rate of 3.25%.

Final Debt Service



City of Dahlonega, Georgia			
15 Year Debt Service @ 2.81% - Series 2021 Note			
FY	Principal	Interest	Total
2022	\$44,000	\$26,937	\$70,937
2023	48,000	22,649	70,649
2024	49,000	21,300	70,300
2025	51,000	19,923	70,923
2026	52,000	18,490	70,490
2027	53,000	17,029	70,029
2028	55,000	15,539	70,539
2029	56,000	13,994	69,994
2030	58,000	12,420	70,420
2031	60,000	10,790	70,790
2032	61,000	9,104	70,104
2033	63,000	7,390	70,390
2034	65,000	5,620	70,620
2035	67,000	3,794	70,794
2036	68,000	1,911	69,911
Total	\$850,000	\$206,889	\$1,056,889

Recommendation & Rationale



- Davenport recommends that the City / Authority accept the 2.81% bid from United Community Bank to finance the Series 2021 Note. This recommendation is based upon the following:
 - The 2.81% Bid from United Community Bank was the lowest rate among all options;
 - Allows for prepayment at anytime prior to maturity without penalty or premium;
 - The interest rate was fixed between the proposal’s due date and the adoption of the note resolution;
 - United Community Bank offered the lowest closing costs amongst the proposals; and,
 - The interest rate is fixed until final maturity, eliminating any future interest rate risk.

Next Steps



Date	Action
May 12, 2021	✓ Davenport Distributed Request for Proposals to Local, Regional and National Banking Institutions
Balance of May	✓ Davenport communicates with potential lenders
May 26, 2021	✓ Davenport Received Responses to the Request for Proposals
July 6, 2021	City Council Meeting: Davenport to present RFP results and recommendations. City Council to adopt the intergovernmental agreement and other necessary financing documents.
Week of July 5 (Exact Date TBD)	Downtown Development Authority Meeting: Downtown Development Authority to adopt note resolution and intergovernmental agreement.
Week of July 12, 2021	Finalize Financing Documents
July 15, 2021	Close on Series 2021 Note

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Version 01/13/2014 CH/DJG/RC/CR



Ordinances and Resolutions

DATE: 05/28/2021
TITLE: Resolution 2021-08 Authorizing Execution, Delivery and Performance of an IGA with the DDA
PRESENTED BY: Doug Parks, City Attorney

AGENDA ITEM DESCRIPTION:

The attachment is the enabling resolution to allow the City, in concert with the DDA, to move forward with the financing of the Head House project through United Community Bank. The resolution authorizes the entry by the City into the IGA with the Downtown Development Authority, conveyance of the property to the DDA by Limited Warranty Deed, a consent to the assignment of the Authority's right to receive payments, and authorizations as to the officers and representatives' authority to enter into the financing transaction. This together with the parallel documentation being executed by the DDA will authorize the loan transaction.

HISTORY/PAST ACTION:

FINANCIAL IMPACT:

RECOMMENDATION:

Approval

SUGGESTED MOTIONS:

Motion to approve the Resolution and to authorize the Mayor to enter execute all documents deemed necessary to implement the Resolution.

ATTACHMENTS:

Resolution 2021-08 Authorizing Execution, Delivery and Performance of an IGA with the DDA

Resolution 2021-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAHLONEGA, GEORGIA AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF AN INTERGOVERNMENTAL CONTRACT WITH THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF DAHLONEGA PERTAINING TO THE ISSUANCE OF A PROMISSORY NOTE.

WHEREAS, the City Council of the City of Dahlonega, Georgia (the “City Council”), is the governing body of the City of Dahlonega, Georgia, a duly created and validly existing municipal corporation of the State of Georgia (the “City”); and

WHEREAS, the Downtown Development Authority of the City of Dahlonega (the “Authority”) was duly created and is validly existing pursuant to the Downtown Development Authorities Law of the State of Georgia (O.C.G.A. Section 36-42-1 et seq., as amended) (the “Act”); and

WHEREAS, pursuant to the Act, the Authority has, among others, the power to (a) acquire by purchase, lease, or otherwise and to hold, lease and dispose of real and personal property of every kind and character, or any interest therein, (b) finance the acquisition, construction and improvement of “projects” (as defined in the Act), (c) own and operate “projects,” (d) borrow money for corporate purposes and (e) issue revenue bonds, notes or other obligations of the Authority for the purpose of providing funds to carry out the duties of the Authority; and

WHEREAS, the City of Dahlonega, Georgia, pursuant to Official Code of Georgia Annotated Section 48-5-350, as amended (the “Tax Act”), has the power to levy and collect taxes upon all taxable property located within the corporate limits of the City subject to taxation for such purposes in order to provide financial assistance to its development authorities or joint development authorities for the purpose of developing trade, commerce, industry and employment opportunities, so long as the tax levied does not exceed three mills; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the City and the Authority have determined that the conveyance of the Historic Head House (the “Property”) to the Authority which is located within the Authority’s authorized area of operation (the “Downtown Development Area”), and the renovation of the Property, is necessary to encourage and promote the improvement and revitalization of the Downtown Development Area, in furtherance of the essential public purpose

of the development of trade, commerce, industry and employment opportunities within the Downtown Development Area; and

WHEREAS, the City will convey the Property to the Authority pursuant to a Limited Warranty Deed, dated as of the date of the issuance of the Note (the “Limited Warranty Deed”); and

WHEREAS, in order to finance the renovation of the Property, the Authority proposes issuing its Promissory Note, in the face amount of \$850,000 (the “Note”) to United Community Bank, as lender (the “Bank”) pursuant to a resolution expected to be considered by the Authority; and

WHEREAS, the proceeds of the Note will be used to pay (a) the costs of the renovation of the Property and (b) all or a portion of the costs of issuing the Note; and

WHEREAS, the Authority and the City propose entering into an Intergovernmental Contract, dated as of July 1, 2021 (the “Contract”), pursuant to which the Authority will agree to (a) issue the Note, (b) renovate the Property, (c) own and operate the Property and (d) transfer the Property back to the City, and the City, in consideration of such services and facilities provided by the Authority, will agree to (a) pay to the Authority (or its assignee) amounts sufficient to pay the debt service on the Note (the “Contract Payments”) and (b) levy a tax, within the three mill limitation prescribed by the Tax Act, sufficient to pay the Contract Payments; and

WHEREAS, the Authority will assign its right to receive the Contract Payments to the Bank pursuant to an Assignment dated as of July 1, 2021 (the “Assignment”); and

NOW, THEREFORE, BE IT RESOLVED by the City Council and it is hereby resolved by authority of the same, as follows:

Section 1. Authorization of Contract. In furtherance of providing financial assistance to the Authority as authorized under the Tax Act which is within the public purposes intended to be served by the City and in furtherance of the renovation of the Property, which the Authority has determined to be a “project” under the Act, subject to the approval by the Authority of the Contract, the execution, delivery, and performance of the Contract are hereby authorized and approved. The Contract shall be in substantially the form attached hereto as Exhibit A, subject to such minor changes, insertions, or omissions, as may be approved by the person executing the same, and the execution of the Contract by the Mayor or Mayor Pro Tem of the City as hereby authorized shall be conclusive evidence of such approval. The corporate seal may, but need not be, impressed or affixed to the Contract, and the execution of the Contract may, but need not be, attested to by the Clerk. The Contract is by this reference thereto incorporated herein and spread upon the minutes.

Section 3. Authorization of Assignment. The execution of the consent to the Assignment by the Mayor or Mayor Pro Tem is hereby authorized and approved. The Assignment shall be in substantially the form attached hereto as Exhibit B, subject to such minor

changes, insertions, or omissions, as may be approved by the person executing the same, and the execution of the Assignment by the Mayor or Mayor Pro Tem of the City as hereby authorized shall be conclusive evidence of such approval.

Section 4. Authorization of Limited Warranty Deed. Subject to the approval by the Authority of the issuance of the Note and the Contract, the conveyance of the Property to the Authority and the execution of the Limited Warranty Deed by the Mayor or Mayor Pro Tem is hereby authorized and approved. The Limited Warranty Deed shall be in substantially the form attached hereto as Exhibit C, subject to such minor changes, insertions, or omissions, as may be approved by the person executing the same, and the execution of the Limited Warranty Deed by the Mayor or Mayor Pro Tem of the City as hereby authorized shall be conclusive evidence of such approval.

Section 5. General Authority. The proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary or desirable in connection with the execution, delivery, and performance of the Contract.

Section 6. Actions Approved and Confirmed. All acts and doings of the proper officers, agents and employees of the City which are in conformity with the purposes and intents of this resolution and the execution, delivery and performance of the Contract are, in all respects, approved and confirmed.

Section 7. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof or authorized hereunder.

Section 8. Repealing Clause. Any and all resolutions or parts of resolutions in conflict with this resolution are hereby repealed, and this resolution shall be of full force and effect from and after its adoption.

Section 9. Effective Date. This resolution shall take effect immediately upon its adoption.

SO RESOLVED as of this 6th day of July, 2021.

CITY OF DAHLONEGA, GEORGIA

By: _____
Sam Norton
Mayor

Exhibit A

FORM OF CONTRACT

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF DAHLONEGA

AND

CITY OF DAHLONEGA, GEORGIA

INTERGOVERNMENTAL CONTRACT

Dated as of July 1, 2021

The rights and interest of Downtown Development Authority of the City of Dahlonega in this Intergovernmental Contract have been assigned to United Community Bank as the holder of the Note.

This document was prepared by:
Murray Barnes Finister LLP
Building 5, Suite 515
3525 Piedmont Road NE
Atlanta, GA 30305
(678) 999-0350

INTERGOVERNMENTAL CONTRACT

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THIS INTERGOVERNMENTAL CONTRACT is dated as of July 1, 2021 (this “Contract”) and is entered into by and between the DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF DAHLONEGA (the “Authority”), and CITY OF DAHLONEGA, GEORGIA (the “City”).

W I T N E S S E T H:

WHEREAS, the Authority was duly created and is validly existing pursuant to the Downtown Development Authorities Law of the State of Georgia (O.C.G.A. Section 36-42-1 *et seq.*, as amended) (the “Act”); and

WHEREAS, pursuant to the Act, the Authority has, among others, the power to (a) acquire by purchase, lease, or otherwise and to hold, lease and dispose of real and personal property of every kind and character, or any interest therein, (b) finance the acquisition, construction and improvement of “projects” (as defined in the Act), (c) own and operate “projects,” (d) borrow money for corporate purposes and (e) issue revenue bonds, notes or other obligations of the Authority for the purpose of providing funds to carry out the duties of the Authority; and

WHEREAS, the City, pursuant to Official Code of Georgia Annotated Section 48-5-350, as amended (the “Tax Act”), has the power to levy and collect taxes upon all taxable property located within the corporate limits of the City subject to taxation for such purposes in order to provide financial assistance to its development authorities or joint development authorities for the purpose of developing trade, commerce, industry and employment opportunities, so long as the tax levied does not exceed three mills; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the City and the Authority have determined that the conveyance of the Historic Head House (the “Property”) by the City to the Authority which is located within the Authority’s authorized area of operation (the “Downtown Development Area”), and the renovation of the Property, is necessary to encourage and promote the improvement and revitalization of the Downtown Development Area, in furtherance of the essential public purpose of the development of trade, commerce, industry and employment opportunities within the Downtown Development Area; and

WHEREAS, the City will convey the Property to the Authority pursuant to a Limited Warranty Deed, dated the date of the issuance of the Note (the “Limited Warranty Deed”); and

WHEREAS, in order to finance the renovation of the Property, the Authority proposes issuing its Promissory Note, in the face amount of \$850,000 (the "Note") to United Community Bank as lender (the "Bank") pursuant to a resolution adopted by the Authority on July __, 2021 (the "Resolution"); and

WHEREAS, the proceeds of the Note will be used to pay (a) the costs of the renovation of the Property and (b) all or a portion of the costs of issuing the Note; and

WHEREAS, the Authority and the City propose entering into this Contract, pursuant to which the Authority will agree to (a) issue the Note, (b) renovate the Property, (c) own and operate the Property and (d) transfer the Property back to the City, and the City, in consideration of such services and facilities provided by the Authority, will agree to (a) pay to the Authority (or its assignee) amounts sufficient to pay the debt service on the Note (the "Contract Payments") and (b) levy a tax, within the three mill limitation prescribed by the Tax Act, sufficient to pay the Contract Payments; and

WHEREAS, the Authority will assign its right to receive the Contract Payments to Bank pursuant to an Assignment, to be dated the date of issuance of the Note (the "Assignment"); and

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the City, hereto agree as follows:

ARTICLE I.

DEFINITIONS

All capitalized, undefined terms used in this Contract shall have meanings ascribed to them in the Resolution. The following words and phrases shall have the following meanings:

“Assignment” shall have the meaning set forth in the recitals to this Contract.

“Bank” shall have the meaning set forth in the recitals to this Contract and shall include its successors or assigns.

“Contract Payments” means the payments due pursuant to Section 4.2 of this Contract.

“Default” and “Event of Default” mean with respect to any Default or Event of Default under this Contract any occurrence or event specified and defined by Section 6.1 hereof.

“Property” shall have the meaning set forth in the recitals to this Contract.

“Resolution” means the resolution of the Authority adopted on July __, 2021, pursuant to which the Note is authorized to be issued.

“State” means the State of Georgia.

ARTICLE II.

REPRESENTATIONS

Section 2.1. Representations of Authority.

The Authority represents as follows:

(a) The Authority is a body corporate and politic, duly created and validly existing under the Act with the power to (i) issue, execute, deliver and perform its obligations under the Note and (ii) execute, deliver and perform its obligations under this Contract.

(b) The Authority has duly adopted the Resolution and authorized the (i) issuance, execution, delivery and performance of its obligations under the Note and (ii) the execution, delivery and performance of its obligations under this Contract. The Note and this Contract have been duly executed by the Authority and are valid, binding and enforceable obligations of the Authority.

(c) No approval or other action by any governmental authority or agency or other person is required to be obtained by the Authority as of the date hereof in connection with the (i) issuance, execution, delivery and performance of its obligations under the Note or (ii) execution, delivery and performance of its obligations under this Contract.

(d) The acquisition, renovation and equipping of the Property and the issuance, execution, delivery and performance of its obligations under the Note and the execution, delivery and performance of its obligations under this Contract do not (i) violate the Act or the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the Authority or its property is subject or (ii) constitute a breach of or a default under or any agreement, indenture, mortgage, lease, note or other instrument to which the Authority is a party or by which it or its property is subject.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Authority, threatened against or affecting the Authority (or, to the knowledge of the Authority, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Authority from issuing the Note, (ii) contesting or questioning the existence of the Authority or the titles of the present officers of the Authority to their offices, (iii) contesting or questioning the acquisition, renovation, equipping, ownership or operation of the Property or (iv) wherein an unfavorable decision, ruling or finding would adversely affect the enforceability of the Note or this Contract or the transactions contemplated by this Contract.

(f) The Authority is not (i) in violation of the Act or the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the Authority or its property is subject or (ii) in breach of or default under any agreement, indenture, mortgage, lease, note or other instrument to which the Authority is a party or by which it or its property is subject.

(g) The acquisition and renovation of the Property constitutes a “project” within the meaning of the Act, and, in financing the renovation of the Property, the Authority will be acting in accordance with the public purposes expressed in the Act.

The Authority makes no representation as to the financial position or business condition of the City.

Section 2.2. Representations of the City.

The City represents as follows:

(a) The City is a municipal corporation of the State duly created and organized under the Constitution and laws of the State with the power to execute, deliver and perform its obligations under this Contract.

(b) The City has duly authorized the (i) conveyance of the Property to the Authority and (ii) execution, delivery and performance of its obligations under this Contract. This Contract has been duly executed by the City and is a valid, binding and enforceable obligation of the City.

(c) No approval or other action by any governmental authority or agency or other person is required to be obtained by the City as of the date in connection with the (i) conveyance of the Property to the Authority or (ii) execution, delivery and performance of its obligations under this Contract except as shall have been obtained.

(d) The execution, delivery and performance of its obligations under this Contract do not (i) violate the City’s Charter or the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the City or its property is subject or (ii) constitute a breach of or a default under or any agreement, indenture, mortgage, lease, note or other instrument to which the City is a party or by which it or its property is subject.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefor) (i) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices or (ii) wherein an unfavorable decision, ruling or finding would adversely affect the (A) enforceability of this Contract, (B) financial condition or results of operations of the City or (C) the transactions contemplated by this Contract.

(f) The City is not (i) in violation of its Charter or the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the City or its property is subject or (ii) in breach of or default under any agreement, indenture, mortgage, lease, note or other instrument to which the City is a party or by which it or its property is subject.

ARTICLE III.

ISSUANCE OF THE NOTE; APPLICATION OF PROCEEDS

Section 3.1. Agreement to Issue the Note

The Authority agrees that it will issue the Note.

Section 3.2. Application of Note Proceeds.

The proceeds from the issuance of the Note shall be used by the Authority to pay the costs of renovation of the Property and the costs of issuing the Note.

ARTICLE IV.

EFFECTIVE DATE OF THIS CONTRACT; DURATION OF TERM; CONTRACT PAYMENT PROVISIONS

Section 4.1. Effective Date of this Contract; Duration of Term.

This Contract shall become effective upon the date of issuance and delivery of the Note. The provisions of this Contract shall continue in effect until the principal of and the interest on the Note shall have been fully paid, but in no event shall the term of this Contract extend for more than fifty (50) years.

Section 4.2. Contract Payments.

(a) In consideration of the services and facilities to be provided to the City by the Authority under Article V hereof, the City agrees to pay to the Authority (or its assignee or designee) amounts sufficient to enable the Authority to pay all amounts due and owing under the Note, including, but not limited to, the principal of and interest on the Note, when due. The Authority has assigned the Contract Payments to the Bank, and the City consents to such Assignment. The Authority hereby directs the City to make the Contract Payments directly to the Bank in accordance with the Assignment.

(b) In the event the City should fail to make any of the payments required in this Section 4.2, the item or installment so in Default shall continue as an obligation of the City until the amount in Default shall have been fully paid, and the City agrees to pay the same with interest thereon at the rate borne by the Note, to the extent permitted by law, from the date thereof.

Section 4.3. Obligations of the City Hereunder Unconditional.

The obligations of the City to make the payments required in Section 4.2 and other sections hereof and to perform and observe the other agreements contained herein shall be absolute and unconditional and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Authority of any obligation to the City, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the City by the Authority. Until such time as the principal of and interest on the Note shall have been fully paid or provision for the payment thereof shall have been made, the City (a) will not suspend or discontinue any payments provided for in Section 4.2 hereof, (b) will perform and observe all of its other agreements contained in this Contract and (c) will not terminate the Contract for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, any change in the laws of the United States of America or of the State or any political subdivision thereof or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Contract. Nothing contained in this Section shall be construed to release the Authority from the performance of any of the agreements on its part herein contained, and in the event the Authority should fail to perform any such agreement on its part, the City may institute

such action against the Authority as the City may deem necessary to compel performance so long as such action does not abrogate the obligations of the City contained in the first sentence of this Section.

Section 4.4. Levy for Contract Payments.

The City may make the Contract Payments from any legally available funds. In the event that the City does not have sufficient legally available funds to make the Contract Payments, the City shall levy an ad valorem tax, within the three mill limit provided by the Tax Act, on all property located within the City subject to such tax in the amounts necessary to make the Contract Payments.

Section 4.5. Appropriation Obligation.

In order to make funds available to pay the Contract Payments, the City shall in its general revenue, appropriation, and budgetary measures include sums sufficient to timely pay the Contract Payments

Section 4.6. Enforcement of Obligations.

The obligation of the City to make Contract Payments under this Article may be enforced by (a) the Authority, (b) the Bank or (c) such receiver or receivers as may be appointed pursuant to applicable law. The covenants and agreements hereunder, including specifically the obligation to make the Contract Payments, shall be enforceable by specific performance; it being acknowledged and agreed by the Authority and the City that no other remedy at law is adequate to protect the interests of the parties hereto or the interests of the Bank.

ARTICLE V.

SPECIAL COVENANTS

Section 5.1. Further Assurances and Corrective Instruments.

The Authority and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.

Section 5.2. Authority and City Representatives.

Whenever under the provisions of this Contract the approval of the Authority or the City is required or the Authority or the City is required to take some action at the request of the other, such approval or such request shall be given for the Authority by its designated representative and for the City by its designated representative.

Section 5.3. Financial Statements.

The City shall provide a copy of its audited financial statements to the Bank within 210 days of the end of each fiscal year of the City together with the forthcoming annual operating budget, including the Authority, within 30 days after adoption by the City.

Section 5.4. Provisions Respecting Insurance.

The Authority shall insure the Property in the same manner that it insures its other buildings and facilities. If the Authority maintains general liability insurance with respect to the Property, the City shall be named as an additional insured, unless the policy prohibits it.

Section 5.5. Operation of the Property.

The Authority shall own and operate the Property and shall pay all costs of operating the Property, including, without limitation, salaries, wages, employee benefits, the payment of any contractual obligations incurred pertaining to the operation of the Property, cost of materials and supplies, rentals of leased property, real or personal, insurance premiums, audit fees, any incidental expenses and such other charges as may properly be made for the purpose of operating the Property in accordance with sound business practice. The Authority shall occupy a portion of the Property and use the Property to provide economic development services regarding the Downtown Development area.

Section 5.6. Conveyance and Renovation of Property.

Contemporaneously with the issuance of the Note, the City shall convey the Property to the Authority pursuant to the Limited Warranty Deed. The Authority agrees to transfer the Property back to the City, and upon the payment by the City of all Contract Payments as required hereunder, the Authority shall convey the Property to the City pursuant to a

limited warranty deed, subject only to such liens and encumbrances in effect at the time of the issuance of the Note or incurred with the written consent of the City.

Within a reasonable time following the issuance of the Note, and preparation of the plans and specifications for the renovation of the Property, the Authority will renovate the Property. The Authority hereby authorizes the City, as its sole and exclusive agent, to renovate the Property. The Authority further authorizes the City, as its sole and exclusive agent, to enter into contracts necessary or advisable to carry out the renovation of the Property, including, without limitation, design contracts, consulting agreements, construction contracts, services contracts, real and personal property leases, licenses, easements, insurance contracts, and also agreements for the sale or other disposition of personal property. The City agrees (i) that it will exercise the foregoing authorizations given to it by the Authority and (ii) that it will cause any equipment to be acquired in the name of the Authority. The City will enter into such contracts as may be necessary in order to effectuate the purposes of this Section 5.6.

The City covenants to cause the renovations to the Property to be constructed without material deviation from the plans and specifications and the construction contracts relating thereto and warrants that this will result in facilities suitable for use by the Authority. The City may make changes in or additions to the plans and specifications. The Authority and its duly authorized agents shall also be permitted, at all reasonable times, to examine the books, records, reports and other papers of the City with respect to the renovation of the Property. The City shall obtain or cause to be obtained all necessary approvals from any and all governmental agencies requisite to undertaking the renovation of the Property. The renovation of the Property shall be constructed and installed in compliance with all federal, state and local laws, ordinances and regulations applicable thereto.

The City agrees, as agent of the Authority, to renovate the Property as promptly as practicable and with all reasonable dispatch after the date of issuance of the Note, and in connection therewith shall cause to be expended Note proceeds to pay costs of the renovation of the Property.

Section 5.7. Release and Indemnification Covenants.

(a) To the extent permitted by law, the Authority hereby agrees to release the City from and to indemnify the City for any and all liabilities and claims against the City arising from the conduct or management of the Property, or from any work or thing done on or with respect to the Property (except with respect to any such work or thing done with respect to the Property by the City or its agents, contractors, employees or licensees of the City as provided in Section 5.6), or the financing or refinancing of the Property, including without limitation, (i) any condition of the Property, (ii) any breach or Default on the part of the Authority in the performance of any of its obligations under this Contract, (iii) any act or negligence of the Authority or of any of its agents, contractors, servants, employees or licensees, or (iv) any act or negligence of any assignee or lessee of the Authority, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Authority or (v) any material statement or omission by the Authority in connection with the sale of the Note. Upon notice from the City, the Authority shall defend the City in any such action or proceeding.

(b) Any one or more of the parties indemnified in this Section 5.7 shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such parties unless the employment of such counsel has been specifically authorized by the Authority.

(c) Notwithstanding the foregoing provisions of this Section 5.7, the Authority shall not indemnify the City for any claim or loss arising as a result of the gross negligence or willful misconduct of the City, or for any claim that the City is prohibited by law from providing indemnification to the City.

(d) For purposes of this Section 5.7, all references to the City shall include its present and future officers, councilmembers, agent and employees.

(e) The provisions of this Section 5.7 shall survive the termination of this Contract.

ARTICLE VI.

EVENTS OF DEFAULT AND REMEDIES

Section 6.1. Events of Default Defined.

The following shall be “Events of Default” under this Contract and the terms “Event of Default” and “Default” shall mean, whenever they are used in this Contract, any one or more of the following events:

(a) Failure by the City to make the payments required to be paid under Section 4.2 hereof when due.

(b) Failure by the City or the Authority to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) of this Section 6.1, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the defaulting party by the nondefaulting party, unless the nondefaulting party shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the defaulting party within the applicable period and is being diligently pursued until the Default is corrected.

(c) Any representation or warranty made in this Contract shall be found untrue.

Section 6.2. Remedies on Default.

Whenever any Event of Default referred to in Section 6.1 hereof shall have happened and be continuing, the nondefaulting party or the Bank may take any action and pursue any remedy available under the laws of the State, including, without limitation, bringing an action for specific performance pursuant to Section 4.6 hereof.

Section 6.3. No Remedy Exclusive.

No remedy herein conferred or conferred in the Resolution is intended to be exclusive of any other remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract or the Resolution or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to exercise any remedy, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Article.

Section 6.4. Agreement to Pay Attorneys' Fees and Expenses.

In the event the City should Default under any of the provisions of this Contract and the Authority or the Bank should employ attorneys or incur other expenses for the collection of payments or the enforcement of performance or observance of any obligation or agreement on the part of the City herein contained, the City agrees that it will on demand therefor pay to the Authority or the Bank the reasonable fee of such attorneys and such other reasonable expenses so incurred by the Authority or the Bank.

Section 6.5. No Additional Waiver Implied by One Waiver.

In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VII.

MISCELLANEOUS

Section 7.1. Notices.

All notices, certificates or other communications hereunder shall be given by hand delivery, overnight mail or registered mail, postage prepaid.

Section 7.2. Binding Effect; Third Party Beneficiary.

This Contract shall inure to the benefit of and shall be binding upon the Authority and the City and their successors and assigns. The Bank shall be a third-party beneficiary hereof. No other party is a beneficiary of this Contract.

Section 7.3. Severability.

In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.4. Amendments, Changes and Modifications.

This Contract may not be effectively amended, changed, modified, altered or terminated except in writing by the parties hereto and with the written consent of the Bank.

Section 7.5. Execution in Counterparts.

This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.6. Applicable Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Georgia.

Section 7.7. Captions.

The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Contract.

Section 7.8. No Personal Recourse.

No personal recourse shall be had for any claim based on this Contract against any member, officer or employee of the Authority or the City in his or her individual capacity.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their corporate names by duly authorized officers and have caused their seals to be impressed hereon, all as of the date first above written.

DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF DAHLONEGA

(SEAL)

By: _____
Ryan Puckett
Chairman

Attest:

By: _____
Amy Thrailkill
Secretary

CITY OF DAHLONEGA, GEORGIA

(SEAL)

By: _____
Sam Norton
Mayor

Attest:

By: _____
Mary Csukas
Clerk

Exhibit B

FORM OF ASSIGNMENT

ASSIGNMENT

THIS ASSIGNMENT is dated as of July 1, 2021 (this "Assignment") and is executed by the DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF DAHLONEGA (the "Authority") for the benefit of United Community Bank (the "Bank").

WITNESSETH:

WHEREAS, the Authority has executed and delivered to the Bank a Promissory Note, dated July 15, 2021, in the principal amount of \$850,000 (the "Note"); and

WHEREAS, the Authority and the City of Dahlonega, Georgia (the "City") have entered into an Intergovernmental Contract, dated as of July 1, 2021 (the "Contract"), pursuant to which the Authority has agreed to issue the Note, own and operate the Project (as defined in the Contract), and transfer the Property back to the City, and the City, in consideration of such services and facilities provided by the Authority, has agreed to (a) pay to the Authority (or its assignee) amounts sufficient to pay the debt service on the Note (the "Contract Payments"), and (b) levy an ad valorem property tax within a three mill limit in order to pay the Contract Payments; and

WHEREAS, the Authority proposes to assign to the Bank all of its right, title and interest in and to the Contract, except for its rights to indemnification and to receive notices.

NOW, THEREFORE, for and in consideration of the premises and the sum of Ten and No/100 Dollars (\$10.00) in hand paid by the Bank to the Authority, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Authority does hereby grant a security interest to the Bank in, and grants, bargains, sells, conveys, assigns, transfers and sets over to the Bank and its successors and assigns all right, title, interest, remedies, powers, options, benefits and privileges of the Authority in, to and under the Contract, including, but not limited to, all Contract Payments (except for its rights to indemnification and to receive notices (the "Collateral"). The Authority shall not hereafter assign or create a lien on the Collateral.

2. Capitalized terms used, but not defined herein, shall have the meanings assigned to them in the Contract.

3. Upon the payment in full of all indebtedness evidenced by the Note, this Assignment shall be cancelled and surrendered.

4. The Authority represents and warrants as follows:

(a) The Authority is a body corporate and politic, duly created and validly existing under the Act with the power to execute, deliver and perform its obligations under this Assignment.

(b) The Authority has duly adopted the Resolution and authorized the execution, delivery and performance of its obligations under this Assignment. This Assignment has been duly executed by the Authority and is a valid, binding and enforceable obligations of the Authority.

(c) No approval or other action by any governmental authority or agency or other person is required to be obtained by the Authority as of the date hereof in connection with the execution, delivery and performance of its obligations under this Assignment.

(d) The execution, delivery and performance of its obligations under this Assignment do not (i) violate the Act or the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the Authority or its property is subject or (ii) constitute a breach of or a default under or any agreement, indenture, mortgage, lease, note or other instrument to which the Authority is a party or by which it or its property is subject.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Authority, threatened against or affecting the Authority (or, to the knowledge of the Authority, any meritorious basis therefor) (i) contesting or questioning the existence of the Authority or the titles of the present officers of the Authority to their offices or (ii) wherein an unfavorable decision, ruling or finding would adversely affect the enforceability of this Assignment transactions contemplated by this Assignment.

(f) The Authority is not (i) in violation of the Act or the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the Authority or its property is subject or (ii) in breach of or default under any agreement, indenture, mortgage, lease, note or other instrument to which the Authority is a party or by which it or its property is subject, including, but not limited to the Contract.

(g) The Authority has not created a lien on or assigned the Collateral to any other person. The Authority's interest in the Collateral is not subject to any claim, setoff, lien or encumbrance of any kind or nature. The Authority has neither done any act nor omitted to do any act which might prevent Bank from, or limit Bank in, acting under any of the provisions herein.

4. The Authority agrees, so long as the Authority is indebted to Bank under the Note, as follows:

(a) The Authority will (i) fulfill, perform and observe each and every condition and covenant of the Authority contained in the Contract and (ii) give prompt notice to Bank of any claim of default under the Contract given to the Authority or given by the Authority, together with a complete copy of any such claim.

(b) The rights assigned hereunder include without limitation all of the Authority's right to (i) assign further or create any further encumbrance or hypothecation of the Authority's interest in the Contract; (ii) terminate the Contract; and (iii) waive or release the performance or observance of any obligation or condition of the Contract.

(c) The Bank shall be entitled to perform all of the obligations and duties of the Authority under the Contract.

(d) The Bank shall have the right at any time after the occurrence of an "Event of Default" (but shall have no obligation) to take in its name or in the name of the Authority or otherwise, such action as Bank may at any time or from time to time reasonably determine to be necessary to cure any default under the Contract by the Authority or by City.

(e) The Authority hereby irrevocably constitutes and appoints the Bank as the Authority's true and lawful attorney-in-fact, in the Authority's name or in Bank's name, or otherwise, to enforce all rights of the Authority under the and such power of attorney is coupled with an interest and thus is irrevocable.

(f) Neither this Assignment nor any action or actions on the part of Bank shall constitute an assumption by Bank of any of the obligations of the Authority under the Contract, and the Authority shall continue to be liable for all obligations thereunder.

(g) The Authority agrees to do such further acts and things, and to execute and deliver such additional conveyances, assignments, financing statements, agreements and instruments, as the Bank may at any time reasonably request in connection with the administration or enforcement of this Assignment or in order better to assure and confirm unto the Bank its rights, powers and remedies hereunder.

5. The Authority and the Bank agree, so long as the Authority is indebted to Bank under the Note, as follows:

(a) All notices, certificates or other communications hereunder shall be given by hand delivery, overnight mail or registered mail, postage prepaid at the following addresses or to such other address as any party hereto shall have specified in writing to the other party.

If to the Authority: Downtown Development Authority of the City of
 Dahlonega
 465 Riley Road
 Dahlonega, GA 30533
 Attention: Chairman

If to the Bank: United Community Bank
 206 Morrison Moore Parkway
 Dahlonega, GA 30533
 Attention: President

(b) Wherever used in this assignment, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the words “Authority” and “Bank” shall include their respective legal representatives, successors and assigns; the pronouns used herein shall include, when appropriate, either gender and both singular and plural; and the grammatical construction of sentences shall conform thereto.

(c) This Assignment may be executed in several counterparts, and each such counterpart shall be deemed to be an original.

(d) This Assignment shall be governed by and construed in accordance with the laws of the State.

(e) This Assignment may only be amended in writing signed by the Authority and the Bank, and this Assignment represents the entire agreement between the parties.

IN WITNESS WHEREOF, the Authority has caused this Assignment to be executed in its corporate name by its duly authorized officers and has caused its seal to be impressed hereon, all as of the date first above written.

DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF DAHLONEGA

(SEAL)

By: _____
Ryan Puckett
Chairman

Attest:

By: _____
Amy Thrailkill
Secretary

This Assignment accepted on the date first above written.

UNITED COMMUNITY BANK

By: _____
Eddie Wayne
President
206 Morrison Moore Parkway
Dahlonega, GA 30533

The City of Dahlonega, Georgia hereby acknowledges and consents this Assignment and agrees to make the Contract Payments directly to the Bank.

CITY OF DAHLONEGA, GEORGIA

(SEAL)

By: _____
Sam Norton
Mayor

Attest:

Mary Csukas
Clerk

Exhibit C

FORM OF LIMITED WARRANTY DEED

After recording return to:
Teresa P. Finister, Esq.
Murray Barnes Finister LLP
3525 Piedmont Rd NE
Bldg 5, Suite 515
Atlanta, GA 30305

LIMITED WARRANTY DEED

THIS INDENTURE, made this 15th day of July, 2021, from **CITY OF DAHLONEGA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter referred to as “Grantor”) in favor of **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF DAHLONEGA**, a public body corporate and politic duly created and validly existing under the laws of the State of Georgia (hereinafter referred to as “Grantee”) (the terms Grantor and Grantee to include their respective heirs, legal representatives, successors and assigns where the context hereof requires or permits).

WITNESSETH THAT: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which are hereby acknowledged by Grantor, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, the real property described in Exhibit “A” attached hereto and by this reference incorporated herein and made a part hereof by this reference.

TO HAVE AND TO HOLD the above-described tract or parcel of land, together with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit, and behoof of Grantee, forever, in FEE SIMPLE.

AND, Grantor will warrant and forever defend the right and title to the above-described tract or parcel of land unto the Grantee against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed this instrument the day and year first above written.

CITY OF DAHLONEGA, GEORGIA

By: _____
Sam Norton
Mayor

(SEAL)

Attest:

By: _____
Mary Csukas
Clerk

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

(NOTARIAL SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 950 & 985 OF THE 12TH DISTRICT, 1ST SECTION OF CITY OF DAHLONEGA, LUMPKIN COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND (1/2"REBAR IN CONCRETE) AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY OF SOUTH PARK STREET (40'R/W) WITH THE SOUTHEASTERLY RIGHT-OF-WAY OF CHOICE AVENUE (40' R/W);

THENCE PROCEED ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF CHOICE AVENUE, NORTH 49 DEGREES 51 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 109.03 FEET TO AN IRON PIN FOUND (1/2"REBAR);

THENCE LEAVING SAID RIGHT-OF-WAY AND PROCEEDING ALONG THE PROPERTY OF THE CITY OF DAHLONEGA, SOUTH 40 DEGREES 05 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 82.23 FEET TO AN IRON PIN FOUND (3/4"REBAR);

THENCE PROCEEDING ALONG THE PROPERTY OF PATRICIA EUBANKS, SOUTH 50 DEGREES 01 MINUTE 22 SECONDS WEST FOR A DISTANCE OF 108.10 FEET TO AN IRON PIN FOUND (3/4"REBAR) ON THE NORTHEASTERLY RIGHT-OF-WAY OF SOUTH PARK STREET;

THENCE ALONG SAID RIGHT-OF-WAY, NORTH 40 DEGREES 44 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 81.91 FEET TO AN IRON PIN FOUND (1/2"REBAR IN CONCRETE) AND THE TRUE POINT OF BEGINNING.

CONTAINING WITHIN SAID BOUNDS 0.205 ACRES ACCORDING TO A SURVEY FOR CITY OF DAHLONEGA, DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF DAHLONEGA, FIRST AMERICAN TITLE INSURANCE AND UNITED COMMUNITY BANK, SAID SURVEY BEING PREPARED BY MORELAND ALTOBELLI ASSOCIATES, LLC, BEING DATED 10-09-2018 AND BEING JOB NUMBER 18G245.

CLERK'S CERTIFICATE

I, the undersigned Clerk of the City of Dahlonega, Georgia DO HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of the resolution adopted by the City Council at an open public meeting duly called and lawfully assembled on July 6, 2021, the original of said resolution being duly recorded in the Minute Book of the City, which Minute Book is in my custody and control.

WITNESS, my hand and the official seal of the City of Dahlonega, Georgia, this 6th day of July, 2021.

Mary Csukas
Clerk

(SEAL)



Ordinances and Resolutions

DATE: July 6, 2021
TITLE: Resolution 2021-011 - A Resolution To Accept The Coronavirus Local Fiscal Recovery Fund Established Under The American Rescue Plan Act Funding
PRESENTED BY: Allison Martin, Finance Director

AGENDA ITEM DESCRIPTION:

A resolution to accept the American Rescue Plan Act funds allocated to the city.

HISTORY/PAST ACTION:

Staff previously announced this funding opportunity. The State of Georgia is responsible for transmitting funds to cities with populations less than 50,000. Funds will be disbursed in two tranches twelve-months apart. The estimated distribution is \$2,723,845. Funds must be obligated by December 31, 2024, and expended by December 31, 2026. The Georgia Municipal Association recommends a resolution be adopted by council as part of the process. All other required steps to accept the funds have been completed by staff.

FINANCIAL IMPACT:

There is no adverse impact to the operating budget by accepting these funds. American Rescue Plan Act funds, alone, do not trigger any special federal regulations (Davis-Bacon Act, etc.). Should these funds be used in conjunction with other federally funded programs, federal regulations could apply.

RECOMMENDATION:

The recommendation of staff is to accept the funds.

SUGGESTED MOTIONS:

I make a motion to approve Resolution 2021-011 to accept American Rescue Plan Act funds.

ATTACHMENTS:

Resolution 2021-011 – A Resolution to Accept the Coronavirus Local Fiscal Recovery Fund Established Under the American Rescue Plan Act

RESOLUTION 2021-011

A RESOLUTION TO ACCEPT THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT

WHEREAS, since the first case of coronavirus disease 2019 (COVID-19) was discovered in the United States in January 2020, the disease has infected over 32 million and killed over 750,000 Americans (“Pandemic”). The disease has impacted every part of life: as social distancing became a necessity, businesses closed, schools transitioned to remote education, travel was sharply reduced, and millions of Americans lost their job; and

WHEREAS, as a result of the Pandemic cities have been called on to respond to the needs of their communities through the prevention, treatment, and vaccination of COVID-19; and

WHEREAS, the City of Dahlonega and businesses and nonprofits in the city have faced economic impacts due to the Pandemic; and

WHEREAS, Congress adopted the American Rescue Plan Act I March 2021 (“ARPA”) which included \$65 billion in recovery funds for cities across the country; and

WHEREAS, ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of the Pandemic and in their efforts to contain COVID-19 in their communities, residents, and businesses; and

WHEREAS, \$2,723,845 has been allocated to the City of Dahlonega (“City”) pursuant to the ARPA (“Allocation”); and

WHEREAS, the United States Department of Treasury has adopted guidance regarding the use of ARPA funds; and

WHEREAS, the City, in response to the Pandemic, has had expenditures and anticipates future expenditures consistent with the Department of Treasury’s ARPA guidance; and

WHEREAS, the State of Georgia will distribute ARPA funds to the City because its population is less than 50,000.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Dahlonega, Georgia as follows:

1. The City intends to collect its share of ARPA funds from the State of Georgia to use in a manner consistent with the Department of Treasury’s guidance.
2. City staff, together with the Mayor and the City Manager are hereby authorized to take any actions necessary to receive the City’s share of ARPA funds from the State of Georgia for expenses incurred because of the Pandemic.

3. City staff, together with the Mayor and City Manager are hereby authorized to make recommendations to the City Council for future expenditures that may be reimbursed with ARPA funds.

ADOPTED this 6th day of July, 2021.

CITY OF DAHLONEGA, GEORGIA

By: _____
Sam Norton, Mayor

Attest:

Mary Csukas, City Clerk



City Council Agenda Memo

DATE: June 21, 2021
TITLE: Banking Resolutions
PRESENTED BY: Melody Marlowe, Finance Director

AGENDA ITEM DESCRIPTION:

Resolutions to identify new Finance Director and give authority to transact banking business on behalf of the City

HISTORY/PAST ACTION:

Resolution 2018-07 named Melody Marlowe as Finance Director with authority to sign on the City's bank accounts at United Community Bank.

Resolution 2019-12 named Melody Marlowe as Finance Director with authority to approve transactions in the City's local government investment pool, Georgia Fund One.

FINANCIAL IMPACT:

None

RECOMMENDATION:

With the hiring of Allison Martin, replacement for Melody Marlowe as Finance Director, it is recommended that the banking resolutions be updated to remove Melody Marlowe and add Allison Martin.

SUGGESTED MOTIONS:

I make a motion to approve the following resolutions to reflect the change in Finance Director:

Resolution 2021-09 Banking Resolution – Authorized Signers

Resolution 2021-10 Resolution to Authorize Investment, Georgia Fund 1

ATTACHMENTS:

Resolution 2021-09 Banking Resolution – Authorized Signers

Resolution 2021-10 Resolution to Authorize Investment, Georgia Fund 1

RESOLUTION 2021-09

BANKING RESOLUTION – AUTHORIZED SIGNERS

WHEREAS, the Mayor and City Council approved United Community Bank as the financial institution as the City’s depository for all checking accounts; and

WHEREAS, a resolution is required that names employees to signature cards on the checking accounts and is updated on a regular basis to assure proper authority is assigned; and

WHEREAS, the Mayor and City Council of the City of Dahlonega desires that those in the positions of City Manager, City Clerk, and Finance Director be authorized signers on the City’s accounts.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Dahlonega, Georgia appoints the following individuals as authorized signers for all City accounts, and this document serves to attest to their signatures.

William Schmid, City Manager

Mary Csukas, City Clerk

Allison Martin, Finance Director

ADOPTED this 6th day of July, 2021.

CITY OF DAHLONEGA, GEORGIA

By: _____
Sam Norton, Mayor

Attest:

Mary Csukas, City Clerk

For Customer Use:

I have an existing Acct. # _____
 This resolution is for:
 _____ New Account

 Change to Existing Acct. # 6310

For OTFS Use Only:

_____ Acct Approved _____ Auth Entered.
 _____ Audit _____ Wire Instructions
 _____ Addr Entered _____ Wire Templates
 Approval:
 _____ AD1 _____ AD2
 Res. form 2000A

**CITY OF DAHLONEGA
 RESOLUTION 2021-10
 RESOLUTION TO AUTHORIZE INVESTMENT
 GEORGIA FUND 1 (local government investment pool)**

WHEREAS, Ga. Code Ann. §§36-83-1 to 36-83-8 authorizes Georgia local governments and other authorized entities to invest funds through the local government investment pool, and

WHEREAS, from time to time it may be advantageous to the City of Dahlonega to deposit funds available for investment in Georgia Fund 1 (hereinafter referred to as the local government investment pool) as it may deem appropriate; and

WHEREAS, to provide for the safety of such funds deposited in the local government investment pool, investments are restricted to those enumerated by Ga. Code Ann. §36-83-8 under the direction of the State Depository Board, considering first the probable safety of capital and then the probable income to be derived; and

WHEREAS, such deposits must first be duly authorized by the governing body of the local government or authorized entity and a certified copy of the resolution authorizing such investment filed with the Treasurer of the Office of the State Treasurer; and

WHEREAS, such resolution must name the official(s) authorized to make deposits or withdrawals of funds in the local government investment pool; and

WHEREAS, Ga. Code Ann. §36-83-8 requires a statement of the approximate cash flow requirements of the participating government pertaining to the funds to accompany the authorization to invest such funds at the time such deposits are duly authorized;

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Dahlonega that funds of the City of Dahlonega may be deposited from time to time in the manner prescribed by law and the applicable policies and procedures for the local government investment pool.

BE IT FURTHER RESOLVED THAT:

- Any one of the following individuals shall be authorized to deposit and/or withdraw funds from the local government investment pool on behalf of such government or other authorized entity:

Allison Martin Finance Director	706-482-2706 amartin@dahlonega.gov
Kimberly Stafford Assistant Finance Director	706-482-2713 kstafford@dahlonega.gov
Mary Csukas City Clerk	706-482-2710 mcsukas@dahlonega.gov

- All withdrawals from the local government investment pool shall be wired to the following participant's demand deposit account:

(For ACH and WIRE) United Community Bank
 City of Dahlonega General Fund
 ABA Number: 061112843
 Account Number: 2004332983
 Dahlonega, Georgia

- The local government investment pool monthly statements of account to:

Kimberly Stafford
 City of Dahlonega
 465 Riley Road
 Dahlonega, Georgia 30533

- Changes in the above authorization shall be made by cancellation or replacement resolution delivered to the Office of the State Treasurer. Until such a replacement resolution is received by the Office of the State Treasurer, the above authorized individuals, local government demand account instructions and statement mailing address(es) shall remain in full force and effect.

5. The following schedule represents the period in which existing balances are currently expected to remain invested in the local government investment pool:

0 % 30 days or less;
0 % more than 30 days but less than 90 days;
100 % 90 days or longer.
100 %

ADOPTED this 3rd day of September, 2019.



Sam Norton, Mayor

Attest:

Mary Csukas, City Clerk

Sworn to and subscribed before me this _____ day of _____ 20____.

(Notary Public)

Please complete and return an original copy to:

**Georgia Fund 1
Office of the State Treasurer
200 Piedmont Avenue
Suite 1204, West Tower
Atlanta, GA 30334-5527**

**Telephone: (404) 651-8964 or (404) 656-2993
Toll Free: (800) 222-6748
Fax: (404) 656-9048**

Georgia Fund 1 (local government investment pool) deposits are not guaranteed or insured by any bank, the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve Board, the State of Georgia or any other agency.



City Council Agenda Memo

DATE: 6/29/2021
TITLE: Forward hotel proposal to DDA board for evaluation and recommendation
PRESENTED BY: Bill Schmid, City Manager

AGENDA ITEM DESCRIPTION:

Council discussion at the last work session suggests this item may be ripe for the DDA to specifically consider. Their recommendation to the Council is sought as to whether to proceed with the school site as a hotel site depicted and described in accompanying material from offeror Rivermont via Dover Realty, or not.

HISTORY/PAST ACTION:

FINANCIAL IMPACT:

RECOMMENDATION:

SUGGESTED MOTIONS:

I move we forward the Rivermont hotel proposal to the DDA for comment and specific recommendation at their next occurring DDA board meeting

ATTACHMENTS:

- Rivermont Letter of Interest.pdf
 - 147 Park St -F210- Lot Purchase and Sale Agr.pdf
 - Proposed Dahlonega Hotel at 147 North Park Street City Property.pdf
-



Dahlonega's Public Square
PO BOX 731
DAHLONEGA, GA 30533
info@doverrealtyinc.com
www.vinsondoverrealty.com

Victor Dover, Broker

706-864-2600

March 30, 2021

Bill Schmid
Acting DDA Director
City of Dahlonega
465 Riley Road
Dahlonega, GA 30533

Letter of Interest – 147 North Park Street, Dahlonega, GA.

Mr. Schmid and City of Dahlonega:

We are excited to submit on behalf of our Client, Rivermont Hospitality, LLC, this Letter of Interest as it relates to the City of Dahlonega's solicitations for a proposed use development for the City-owned property located at 147 North Park Street. Below (and attached) is the requested information with regards to their team and development vision for the property:

Proposed Project and Vision:

They believe the highest and best use for 147 North Park Street (2.62 +/- acres) is a luxury hotel. Their project would be a five-story Premium Brand, Select-Service Hotel that will feature 109 rooms, conference space, fitness center, pool, and a rooftop dining with observation deck. The site and structures would be designed to maintain an architectural aesthetic that is in keeping with the Historical Downtown Dahlonega area created in brick to complement the old Historic Courthouse and Downtown buildings. Attached are renderings from our client's current project in Blue Ridge, Georgia as a reference for a potential design.

Our client's vision is to make this hotel a center point of Downtown where both locals and tourist are attracted to enjoy Southern Hospitality at its finest. From the rooftop they'll be able to dine, overlook the Square and the Mountains, and observe. The lobby will feature a gallery for local artists, artisans, local businesses, and local attractions. Our client's goal is to not just build a hotel, but to use that platform to proudly promote the City of Dahlonega and Lumpkin County as a whole.

Our client's desire is to purchase the entirety of the property Fee Simple with stipulations and input from the Downtown Development Authority and the City. This would give the City of Dahlonega a high initial return on investment while also giving us the flexibility to work with our franchise partners. We are willing to work with the DDA to come to a mutually beneficial deal that will give the City an income stream while freeing it of long-term responsibility of the property. Our clients expect that their monetary investment in Dahlonega – in property and infrastructure - will total close to twenty million dollars.

Project Highlights

- I. Primary Use
 - a. Premium Brand Select Service Hotel
- II. Size
 - a. 5 Stories
 - b. 109 Rooms
 - c. Approximate Floor Area of 15,000 sqft
- III. Hotel Parking
 - a. 1 space per room
- IV. Estimated Project Value
 - a. \$18 million
- V. Land Value
 - a. \$1.1 million
- VI. Monthly Water Usage:
 - a. TBD
- VII. City Responsibilities / Costs:
 - a. Demolition and clearing of existing structure(s)
 - b. Any required offsite road improvements to serve site
 - c. Any required offsite utility extensions or improvements to serve site
 - d. Any required environmental or geotechnical remediation

Parking / Public Parking

We recognize the City of Dahlonega's ever-growing need for more public parking. Our clients are open to working with the DDA to come to a mutually beneficial agreement that allows the City to not just retain parking but expand available spaces and financially benefit from them in the long term. While preliminary, the total site impact is expected to be only 1.6 - 1.8 of the total 2.62 acres, potentially leaving 1+/- acre of space available for a potential public/private partnership with the City of Dahlonega. This could include providing a structured parking area that will accommodate 76-98 spaces for Public Parking on an agreed-upon portion of the site along with a form of revenue sharing from those spaces that the City finds agreeable.

Economic Impact

Along with the initial funds the City would receive for the property from the fee simple sale, the positive economic impact will greatly benefit the City of Dahlonega in multiple forms of additional revenue streams. These will include Hotel/Motel Tax, Property Taxes, Stormwater Runoff Fee, Business License Fees, general sales tax, utility fees and a projected creation of some 20-25 local full-time jobs.

Development Team

- I. Developer – Rivermont Hospitality, LLC / Parwa Group / Bluestar Hospitality Group, LLC
- II. Management Partner – Vision Hospitality Group

Experience and Qualifications of Firm/ Developer:

Based in Chattanooga, Tennessee, Rivermont Hospitality, LLC is a hotel ownership, development and management company that comprises over 50 years of collective experience. Family-owned and

operated, Rivermont Hospitality was founded by Principals Hiten Patel and Peter Patel with a mission to provide superior quality products and services, while fostering a work culture that promotes equal opportunities and teamwork. Rivermont Hospitality, LLC applies extensive experience in design, development, procurement, and management to drive portfolio performance and to develop premier branded hotels in key urban and suburban markets across the Southeastern United States.

Comparable Project:

Most recent projects Include:

1. La Quinta Inn and Suites
 - a. Location: Downtown Chattanooga
 - b. Rooms: 123
 - c. Year Open: 2022
 - d. Project Costs: \$20 Million
2. Hampton Inn & Suites
 - a. Location: Downtown Blue Ridge, GA
 - b. Rooms: 109
 - c. Year Open: 2021
 - d. Project Costs: \$18 million
3. Hilton Garden Inn
 - a. Location: Downtown Memphis, TN
 - b. Rooms: 150
 - c. Year Open: 2019
 - d. Project Costs: 26.5 million
4. Home2 Sites by Hilton
 - a. Location: Chattanooga / Hamilton Place, TN
 - b. Rooms: 97
 - c. Year Open: 2019
 - d. Project Costs: 12.7 million
5. Hampton Inn & Suites by Hilton
 - a. Location Atlanta/Decatur Downtown, GA
 - b. Rooms: 150
 - c. Year Open: 2019
 - d. Project Costs: 29.7 Million

Financial Strength of Developer

Capitalized projects

- I. Hampton Inn - Blue Ridge, GA

- II. Hilton Garden Inn – Memphis Downtown, TN
- III. Home2Suites – Chattanooga, Hamilton Place, TN
- IV. Hampton Inn & Suites – Atlanta / Decatur Downtown, GA

Parwa Group – More details available upon requests.

Our clients are ready to make a firm commitment to the Project and look forward to working with the City, DDA, and Community.

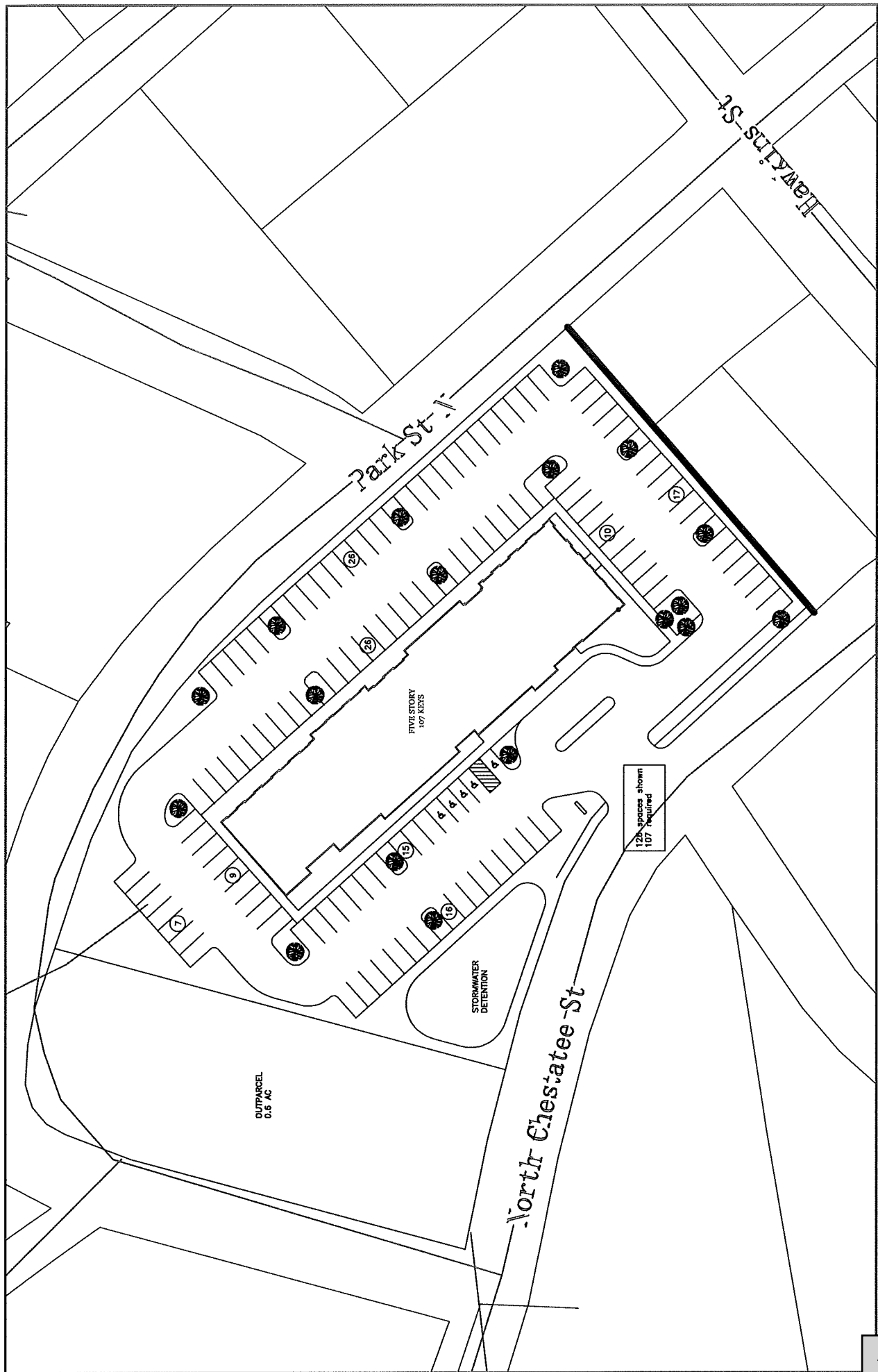
Sincerely,

Steven Pamplin (Principle Contact)
Real Estate Advisor
706-429-8368 mobile

Enclosures







Based in Chattanooga, Tennessee, Rivermont Hospitality, LLC is a hotel ownership, development and management company that comprises over 50 years of collective experience. Family-owned and operated, Rivermont Hospitality was founded by Principals Hiten Patel and Peter Patel with a mission to provide superior quality products and services, while fostering a work culture that promotes equal opportunities and teamwork. Rivermont applies extensive experience in design, development, procurement, and management to drive portfolio performance and to develop premier branded hotels in key urban and suburban markets across the Southeastern United States.



Hiten Patel began his career in the hospitality industry when his parents moved to Chattanooga, TN in 1986 from Malawi, Africa. As a young teenager, Hiten helped his parents with guest services, housekeeping, and maintenance of an Independent Hotel. While pursuing his college degree, Hiten oversaw the construction of the Motel 6 in downtown Chattanooga. He attended the University of Tennessee at Chattanooga receiving a Bachelor's degree in Chemistry while managing the Motel 6. After graduating in 2001, Hiten moved to Nashville, TN to join Aventis Pharmaceuticals, where he was rapidly promoted until he became Quality Systems Supervisor overseeing manufacturing. In 2008, Hiten relocated back to Chattanooga, TN to join Vision Hospitality Group. Hiten oversaw the design and construction of over 30 hotels for Vision Hospitality as Senior Vice President of Development and Construction.



Courtyard by Marriott

Location: Atlanta NE/Duluth Sugarloaf, GA
Rooms: 115
Year Open: 2016
Project Costs: 15m



Courtyard by Marriott

Location: Nashville/Franklin/Cool Springs
Rooms: 105
Year Open: 2016
Project Costs: 13.6m



Courtyard by Marriott

Location: Houston, TX
Rooms: 112
Year Open: 2014
Project Costs: 11m



Fairfield Inn & Suites

Location: Downtown Nashville, TN
Rooms: 126
Year Open: 2017
Project Costs: 18.2m



Fairfield Inn & Suites

Location: Knoxville, TN
Rooms: 90
Year Open: 2013
Project Costs: 8.3m



Fairfield Inn & Suites

Location: Chattanooga/Lookout Mountain, TN
Rooms: 90
Year Open: 2009
Project Costs: 8.6m



Moxy

Location: Denver/Cherry Creek, CO
Rooms: 170
Year Open: 2017
Project Costs: 35m



Residence Inn by Marriott

Location: Atlanta/Duluth, GA
Rooms: 112
Year Open: 2013
Project Costs: 13.9m



Residence Inn by Marriott

Location: Nashville/Murfreesboro, TN
Rooms: 112
Year Open: 2015
Project Costs: 14.5m



TownePlace Suites by Marriott

Location: Nashville/Smyrna, TN
Rooms: 89
Year Open: 2010
Project Costs: 9.6m



Hampton Inn & Suites by Hilton

Location: Chattanooga/Hamilton Place, TN
Rooms: 134
Year Open: 2013
Project Costs: 10.7m



Hampton Inn & Suites by Hilton

Location: Chattanooga/Downtown, TN
Rooms: 134
Year Open: 2011
Project Costs: 17.6m



Hampton Inn & Suites by Hilton

Location: Schererville, IN
Rooms: 89
Year Open: 2013
Project Costs: 8.8m



Hampton Inn by Hilton

Location: Cleveland, TN
Rooms: 97
Year Open: 2013
Project Costs: 8.2m



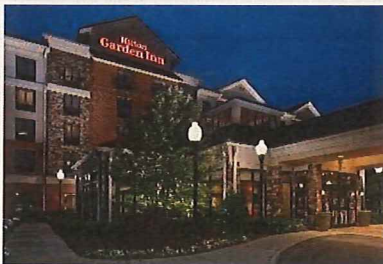
Hampton Inn by Hilton

Location: Kimball, TN
Rooms: 80
Year Open: 2013
Project Costs: 7.3m



Hampton Inn by Hilton

Location: Wilmington/Downtown, NC
Rooms: 92
Year Open: 2017
Project Costs: 13.25m



Hilton Garden Inn

Location: Nashville/Franklin/Cool Springs, TN
Rooms: 131
Year Open: 2009
Project Costs: 14.4m



Home2 Suites by Hilton

Location: Nashville/Franklin/Cools Springs, TN
Rooms: 105
Year Open: 2016
Project Costs: 13.6m



Homewood Suites by Hilton

Location: Atlanta/Perimeter Center, GA
Rooms: 114
Year Open: 2015
Project Costs: 12.7m



Homewood Suites by Hilton

Location: Atlanta/Kennesaw, GA
Rooms: 100
Year Open: 2008
Project Costs: 10.5m



Holiday Inn Express & Suites

Location: Tullahoma, TN
Rooms: 80
Year Open: 2011
Project Costs: 5.8m



Hampton Inn & Suites by Hilton

Location: Atlanta/Decatur Downtown, GA
Rooms: 150
Year Open: 2019
Project Costs: 29.7m



Hampton Inn by Hilton

Location: Chattanooga/East Ridge, TN
Rooms: 88
Year Open: 2018
Project Costs: 10.5m



Home2 Suites by Hilton

Location: Chattanooga/Hamilton Place, TN
Rooms: 97
Year Open: 2019
Project Costs: 12.7m



SpringHill Suites by Marriott

Location: Downtown Atlanta, GA
Rooms: 170
Year Open: 2018
Project Costs: 36m



Hilton Garden Inn

Location: Downtown Memphis, TN
Rooms: 150
Year Open: 2019
Project Costs: 26.5m



The Edwin Hotel - Marriott Autograph Collection

Location: Chattanooga, TN
Rooms: 90
Year Open: 2018
Project Costs: 26.5m



Home2 Suites & Tru by Hilton

Location: Atlanta/Kennesaw, GA
Rooms: 83
Year Open: 2019
Project Costs: 22m



10/North Apartments

Location: Chattanooga, TN
Rooms: 81
Year Open: 2018
Project Costs: 14m



LaQuinta Inn & Suites

Location: Smyrna, TN
Rooms: 76
Year Open: 2009
Project Costs: 9.6m



Hampton Inn & Suites by Hilton

Location: Chattanooga West/Lookout Mountain

Rooms: 94

Year Open: 2013

Project Costs: 8.4m



Tru by Hilton

Location: Chattanooga/Hamilton Place

Rooms: 90

Year Open: 2019

Project Costs: 12.5m









