



CITY OF DAHLONEGA Council Meeting Agenda

June 07, 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

PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

APPROVAL OF AGENDA

PUBLIC COMMENT – PLEASE LIMIT TO THREE MINUTES

APPROVAL OF MINUTES -

- [a.](#) Work Session Minutes - April 19, 2021
- [b.](#) Council Meeting Minutes - May 3, 2021
- [c.](#) Council Special Called Meeting - May 17, 2021
- [d.](#) City Council Public Hearing Minutes - May 17, 2021

APPOINTMENT/RECOGNITION

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

ORDINANCE AND RESOLUTION:

- [2.](#) Head House Renovation Project Financing
Melody Marlowe, Finance Director
- [3.](#) Resolution 2021-08 Authorizing Execution, Delivery, and Performance of an IGA with the DDA
Doug Parks, City Attorney
- [4.](#) FY2021 Mid-Year Budget Amendment
Melody Marlowe, Finance Director
- [5.](#) Ordinance 2021-01 - Text Zoning Amendment for Formula Business Establishments
Kevin L. Herrit, AICP, EDFP, Director of Community Development

ANNOUNCEMENT/CITY REPORTS:

- [6.](#) Financial Reports - April 2021, Melody Marlowe, Finance Director

OLD BUSINESS:

- [7.](#) 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

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

April 19, 2021 4:00 PM

Gary McCullough Council Chambers, Dahlonega City Hall

PRESENT

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

OPEN MEETING

Mayor Norton called the Work Session to order at 4:00 p.m.

1. Joint Proclamation - Lumpkin County High School Girls Basketball Team Day
 - Mayor Norton read the Lumpkin County High School Girls Basketball Team Day Proclamation and praised the accomplishment as a winning Team at the regional championship.
 - Mayor Norton, Council, and Team Members had a photo opportunity to memorialize this occasion. Mayor Norton awarded the coaching staff with two Dahlonega gold coins, and each team member came forward to receive engraved plaques commemorating this accomplishment.
2. Joint Proclamation - Lumpkin County High School One Act Play Team Day
 - Mayor Norton read the One Act Play proclamation and congratulated the One Act Play Team as the first Lumpkin County team to be a recognized AAA State One-Act Champions.
 - Mayor Norton, Council, and Team Members had a photo opportunity to memorialize this occasion. Mayor Norton awarded the One Act Play staff Dahlonega gold coins, and the Team will be receiving an engraved plaque for this accomplishment.
3. 147 N Park Street - Expression of Interest / Pope & Land Real Estate - Zoom Meeting
 - Representatives from Pope & Land, via a Zoom presentation, analyzed the property usages through a drone video of the three elevations of the site 50 ft, 75ft to 100 ft to highlight physical aspects of this property. Pope & Land established three critical standpoints Destination, Gathering Place, and Connecting Point, and an outline of potential uses: Boutique Hotel, Retail, and Residential.

- Council, Mayor, and Staff discussed the pros and cons of the outlined potential uses. They reiterated the need to ensure the architecture's final design is in keeping with the look and feel of downtown Dahlonega.
 - Pope & Land stated they are looking for an opportunity to have their Team collaborate with the City of Dahlonega to bring our ideas together.
 - Mayor Norton stated City Manager and Staff would follow up with some questions of interest to assist with our final determination of this property.
4. 147 N Park Street - Expression of Interest / Dover Realty
- City Manager Schmid informed the Council of a new presentation by Dover Realty; Mayor Norton and Main Street DDA Chairman Ryan Puckett viewed the original Letter of Interest.
 - Mr. Stephen Pamplin, Dover Realty, outlined their vision of the highest and best use of the property: a premium five-story, 109 room select hotel with rooftop dining, bar, and observation deck with surface parking.
 - Mr. Patel, Rivermont Hospitality, informed Council their design would complement the aspects of the downtown area and tell a story. A Hilton or Marriot brand understands a city ordinance will drive the hotel's exterior concept. The design would include a 1200 square foot convention center room and a premier restaurant that would be a tourist destination; Rivermont has had a food and beverage department to make these concepts work. He also stated that if retail is to be part of the design, they will partner with an agency to give the City more designated retail areas.
 - Rivermont Hospitality presented the City of Dahlonega a letter of interest to purchase this property as a simple fee but is open to other suggestions.
 - Mayor Norton informed Mr. Patel of a possible ground lease and finance through the Downtown Development Authority and thanked him for the presentation. The City Manager and Staff will follow up with questions of interest to assist with the final determination.

BOARDS & COMMITTEES:

1. Cemetery Committee - March 2021, Chris Worick, Committee Chairman
Director Buchanan reminded Council that the annual cemetery cleanup is Saturday, April 24, 2021.
2. Main Street Program - March 2021, Ariel Alexander & Skyler Alexander Main Street Program Staff
 - Ms. Ariel Alexander outlined the upcoming Independence Day Celebration on Saturday, July 3, 2021. The celebration includes a parade, food trucks, a concert, and other events in Hancock Park.
 - Ms. Skyler Alexander informed Council the City of Dahlonega is certified once again as a Georgia Exceptional Main Street Program.
 - Council discussed the upcoming events and projects to assist local businesses and potential new business owners.

TOURISM: Sam McDuffie, Tourism Director

Tourism update for Dahlonega and Lumpkin County

- The Tourism newsletter has a tremendous increase to 36,000 subscribers, which is above the industry average.
- Leads generated by our advertisement purchased last year are up to 18,000 hits this quarter, being topped by Southern Living.
- Tourism website launch gives a 53% increase in usage and Social Media campaign up to 53,000 followers on Facebook and Instagram.
- Paul Milliken, Fox 5 News, is returning next Tuesday to highlight the Smith House gold history and southern food.
- The roof repair project is complete at the visitor center; staffing is back to four staff members. Visitation numbers are at 26,000 YTD as the tourism team continues to do an excellent job getting the word out.
- Council and Mayor, President DDBA Ellen Mirakovits, and Director McDuffie discussed ideas to grow mid-week foot traffic for family and evening entertainment to attract restaurants and shops to stay open later in the day.
- Expect the June Baseball Tournament and the Fire Chief Association this summer in town.

DEPARTMENT REPORTS:

1. Community Development – March 2021

- Council discussed the job well done on the updates to the HPC Guidelines.
- Occupational Tax penalty procedures were discussed due to late payees so far into the year.
- Short Term Rental logged complaints are submitted to the City and County and require a follow-up call to the owner. Questions arose about STR requirement notification to properties within a 300 ft range of the establishment.
- City Manager Schmid and Director Herrit are to continue with the update of the Dhalonega Comprehensive Plan.

2. Finance Department – March 2021, Melody Marlowe, Finance Director

- Our Financial Auditors Presentation will be at the May 3rd Council Meeting.
- The State will furnish Cities with guidelines for handling the American Rescue Plan distribution of the expected funds.
- Director Marlowe assisted Mayor Norton with the 2021 Senior Graduation Letter to include verbiage on encouragement to stay and apply to work with the City of Dhalonega.

3. Marshal's March 2021, Jeff Branyon, Marshal

- Mayor Norton praised Marshal Branyon on a letter of commendation for his professionalism while issuing a citation.
- The Independence Day parade will mirror the route used recently for our 2020 Christmas parade route, and the Iron Mountain parking issue has been resolved and will better handle fireworks this year.
- Council Member Gaddis and Marshal Branyon outlined the new camera system that is IP-based and connects as one network through a web browser with remote access; both recommend replacement of our old system with this IP-based system. The digital storage of this information follows State guidelines.

4. Public Works—March 2021, Mark Buchanan, PW Director/City Engineer
 - Director Buchanan praised his Team for their work beautifying downtown Dahlonega these last few weeks and handling repairs of the Wimpy Mill Park water flooding due to a storm a few weeks ago.
 - Staff will begin an analysis of the parking meters on South Meaders street.
5. Water & Wastewater Treatment Department Report March 2021, John Jarrard, Water/Wastewater Treatment Director
 - An emergency bypass between the Barlow and Koyo pump stations was installed, allowing discussion of the W.K. Master Plan Inspection report sent out to facilities.

ITEMS FOR DISCUSSION:

1. Discussion of Desired Strengths in a Main Street Program / DDA Director
 - Council approved City Manager Schmid's plan to work with a Council Member and the DDA Board to improve the Main Street/ DDA bylaws and create the Main Street / DDA Director job description. City Manager Schmid had submitted to Council a group of job descriptions as a starting point for this team's review. Council appointed Council Member Cordle to this Team. Jessica Reynolds, Director Georgia Main Street, will also assist along with her team members. Council Member Taylor believes real estate characteristics are essential for the Main Street/DDA Director as redevelopment opportunities will be in our future.
 - Finance Director Marlowe outlined the Head House renovation financing opportunities with the Council, which would involve funding opportunities for the DDA Board; this topic is on the May 3rd Council Meeting Agenda.
 - The finalization of the bid process for the Demolition project on 147 Park Street will be next week.
2. Schermerhorn Properties, Bill Schmid, City Manager
 - City Manager Schmid and Council discussed possible opportunities for the City at the Schermerhorn property.
3. Park Street Utilities Funding, Mark Buchanan, PE, Public Works Director and City Engineer
 - Director Buchanan, City Manager Schmid, and Council discussed the need for an engineering study to allow a clear path for the multiple utility needs on South Park Street, should the projects coincide or stay in stages.
4. Wimpy Mill Sidewalk Extension, Vince Hunsinger, Capital Projects Manager
 - Capital Project Manager Hunsinger requested contingency funds to extend the sidewalk from the Golden Hills subdivision to the Wimpy Mill Park pedestrian bridge. Soul Construction was the low bidder on this project.

COMMENTS – PLEASE LIMIT TO THREE MINUTES

City Clerk – No comment

City Manager

- City Manager Schmid requested a correction for comments in the Nugget concerning the Wimpy Mill Park Canoe Launch article.
- The interviewing process for a Director of Finance is going well.
- The minutes from our recent Council Retreat facilitated by GMRC will be forthcoming.
- Council requested parking implementation recommendations at the June Work Session.

City Attorney – No comment

City Council Comments

- Council Member Cordle is producing a Job Fair with the Main Street staff and UNG, as the loss of students during the COVID pandemic has created a shortage of employees for local businesses.
- Council Member Ariemma understands the labor shortage and utilizes High School students to supplement staffing shortfalls.
- Council Member Ridley discussed the next step in changes to our current Alcoholic Beverage Ordinance to align with new state regulations. City Attorney Parks will review the process and report to Council at an upcoming work session.
- Council Member Larson discussed the need to market the new Memorial Park Columbarium. Director Buchanan is coordinating several projects at the cemetery which including lighting and marketing.

Mayor Comments

- Mayor Norton is pleased with the low COVID numbers in Lumpkin County and reminds everyone of the vaccines available to the public. Vaccines will assist with outdoor gatherings and keeping a stable workforce in Dahlonega.

ADJOURNMENT

Mayor Norton adjourned the Work Session at 6:50 p.m.



CITY OF DAHLONEGA

Council Meeting Minutes

May 03, 2021 6:00 PM

Gary McCullough Chambers, Dahlonega City Hall

PRESENT

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

CALL TO ORDER AND WELCOME

Mayor Norton called the meeting to order at 6:02 p.m.

PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Council Member Ariemma led the Prayer, and Council Member Cordle led the Pledge of Allegiance.

APPROVAL OF AGENDA

Mayor Norton called for a motion to amend the agenda to include Head House Design Phase Funding and a Proclamation for the City Clerk's Office.

Motion made by Council Member Taylor, Seconded by Council Member Larson.

Voting Yea: Council Member Taylor, Council Member Ridley, Council Member Gaddis, Council Member Larson, Council Member Ariemma, Council Member Cordle

PUBLIC COMMENT – PLEASE LIMIT TO THREE MINUTES:

Ivana Pelnar-Zaiko, Chair Person Holly Theatre Community Center, Inc, presented Mayor Norton and Council with an authentic original piece of the Holly Theatre stage. The Holly Theatre Board appreciated the City's assistance in securing the ARC Grant to renovate the Holly Theatre stage.

APPROVAL OF MINUTES:

- a. Council & Main Street/ DDA Work Session Meeting Minutes - March 15, 2021
- b. Work Session Meeting Minutes - March 15, 2021
- c. Council Meeting Minutes - April 5, 2021

Mayor Norton called for a motion to approve the Council & Main Street/ DDA Work Session

Meeting Minutes, March 15, 2021, Work Session Meeting Minutes - March 15, 2021, Council Meeting Minutes - April 5, 2021.

Motion made by Council Member Taylor, Seconded by Council Member Cordle.
Voting Yea: Council Member Taylor, Council Member Ridley, Council Member Gaddis,
Council Member Larson, Council Member Ariemma, Council Member Cordle.

APPOINTMENT/RECOGNITION:

Mayor Norton and Council presented the City Clerk and Assistant City Clerk with a Proclamation proclaiming May 2 - May 8, 2021, as Professional Municipal Clerks Week. The Mayor and Council expressed sincere appreciation to the City Clerk and Assistant City Clerk for all their efforts in keeping the City government moving forward.

ANNOUNCEMENT/CITY REPORTS:

1. FY2020 Audit Report, Chris Hollifield, CPA, Rushton & Company

Mr. Chris Hollifield presented the FY2020 Audit Report to the Mayor and Council with no management comments from Rushton & Company despite a COVID pandemic and financial software conversion. Rushton & Company will forward a copy of the FY2020 Audit Report to GFOA for possible financial awarding.

Council, Mayor, and staff discussed various aspects of the report and determined no discrepancies in the reporting of financial numbers by Finance Department.

2. Financial Report - March 2021, Melody Marlowe, Finance Director

Director Marlowe informed Council that the City is staying within the COVID budget numbers at the six-month mark in our fiscal year. The hotel/motel tax numbers are strong, but water and sewer numbers are lower than pre-COVID, but within the budgeted numbers.

OLD BUSINESS:

1. Park Street Utilities Funding, Vince Hunsinger, Capital Projects Manager

Capital Projects Manager Hunsinger requested \$60,000 for the engineering permitting and consultation fees for the Park Street Utilities Replacement project to define this long-term project's engineering designs.

Mayor Norton called for a motion to approve the funds of \$60,000 for the engineering design process of the Park Street Utilities project.

Motion made by Council Member Taylor, Seconded by Council Member Ridley.

Council, Mayor, and Staff discussed the Park Street Utilities Project. Council and Mayor reminded staff of the historical aspects of Park Street and the need to understand the elements of this project and the best possible timeline for completion of the water main and sewer replacement. This project is part of the long-term Five Year- Capital Project.

Voting Yea: Council Member Taylor, Council Member Ridley, Council Member Gaddis,
Council Member Larson, Council Member Ariemma, Council Member Cordle

2. Wimpy Mill Sidewalk Extension, Vince Hunsinger, Capital Projects Manager
Capital Projects Manager Hunsinger requested approval to award Wimpy Mill Sidewalk Extension Project to Sol Construction as the winning bid at \$110,260 with staff discretion on possible contingencies and budget reallocations as needed.
Mayor Norton called for a motion to approve the Wimpy Mill Sidewalk Extension Project to Sol Construction as the winning bid of \$110,260.
Motion made by Council Member Ridley, Seconded by Council Member Cordle.
Voting Yea: Council Member Taylor, Council Member Ridley, Council Member Gaddis, Council Member Larson, Council Member Ariemma, Council Member Cordle.

NEW BUSINESS:

3. Head House Relocation and Rehabilitation Proposal, City Manager Schmid
City Manager Schmid discussed the need for Council approval to the next phase of the actual design of the Head House Project.
City Manager Schmid requested approval of the proposal of April 30, 2021, from Arcollab for Head House Relocation and Rehabilitation Design and Construction Phase Services; the finance of these services is part of the package of project funding.
Design of Phase I - Relocation structural plans will be \$9,250; Design of Phase II - Building rehab design is \$49,850; the construction phase services estimate between \$15k-\$20k.
Motion made by Council Member Larson, Seconded by Council Member Taylor.
Council Member Taylor stated the relocation of the Head House would be on the same property for correction in the foundation.
Voting Yea: Council Member Taylor, Council Member Ridley, Council Member Gaddis, Council Member Larson, Council Member Ariemma, Council Member Cordle.

COMMENTS – PLEASE LIMIT TO THREE MINUTES:

Clerk Comments – Ms. Csukas thanked the Mayor and Council for the City Clerk Proclamation

City Manager Comments –The hiring process for a new Financial Director is progressing well.

City Attorney Comments – No comments.

City Council Comments

- Council Member Cordle requested information on the District 2 GMA election and the bid process for the 147 Park Street project. Mayor Norton cast a vote for the City of Dahlonega for Ms. JoAnne Taylor, and City Manager Schmid discussed the bid process for the 147 Park Street Project.
- Council Member Ridley discussed the lively and beautiful downtown area and how the upcoming projects at the Head House and Kindergarten property will further enhance the City of Dahlonega.

- Council Member Larson requested information on the hiring process for the new Main Street/DDA Director position. City Manager Schmid informed Council that the hiring committee for this position is progressing as expected.
- Council Members wished City Manager Schmid birthday wishes.

Mayor Comments – Mayor Norton stated Lumpkin County’s number of COVID cases is low but stressed the need to be diligent with the COVID-19 vaccine programs. Government Kemp has lifted some mask restrictions.

EXECUTIVE SESSION:

Mayor Norton asked for a motion to suspend the meeting to adjourn to an executive session for personnel matters at 7:15 p.m.

Motion made by Council Member Larson, Seconded by Council Member Taylor.

Voting Yea: Council Member Taylor, Council Member Ridley, Council Member Gaddis, Council Member Larson, Council Member Ariemma, Council Member Cordle.

Mayor Norton reconvened the council meeting at 7:47 p.m.

No official action was taken at the Executive Session.

ADJOURNMENT:

Mayor Norton called for a motion to adjourn the meeting.

Motion made by Council Member Gaddis, Seconded by Council Member Larson.

Voting Yea: Council Member Taylor, Council Member Ridley, Council Member Gaddis, Council Member Larson, Council Member Ariemma, Council Member Cordle.

Mayor Norton adjourned the meeting at 7: 48 p.m.



CITY OF DAHLONEGA
City Council Special Called Meeting Minutes
May 17, 2021 4:00 PM
Gary McCullough Chambers, Dahlonega City Hall

PRESENT

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

CALL TO ORDER AND WELCOME

Mayor Norton called the Special Called Meeting to order at 4:12 p.m. and suspended the meeting at 4:13 p.m.

Mayor Norton reconvened the Special Called Meeting at 5:40 p.m.

APPROVAL OF AGENDA

Mayor Norton amended the agenda to include revisions to the Yahoola Creek Reservoir Management Plan and called for approval of the amended agenda.

Motion made by Council Member Ridley, Seconded by Council Member Taylor.

Voting Yea: Council Member Taylor, Council Member Ridley, Council Member Gaddis, Council Member Larson, Council Member Ariemma, Council Member Cordle

NEW BUSINESS:

1. Intergovernmental Agreement Lumpkin County and City of Dahlonega Municipal Election 2021, Mary Csukas, City Clerk

Motion made by Council Member Ridley, Seconded by Council Member Larson.

Mayor Norton informed Council that the expected election fee of \$10,000 + might be adjusted fifty percent if Lumpkin County holds a Special Election in November 2021 that will coincide with the City of Dahlonega Municipal Election on November 2, 2021.

Voting Yea: Council Member Taylor, Council Member Ridley, Council Member Gaddis, Council Member Larson, Council Member Ariemma, Council Member Cordle

2. Yahoola Creek Reservoir Management Plan Ratification

City Manager Schmid gave handouts to Council referencing very minor modifications to the management plan.

Mayor Norton informed the citizens in the audience of the modifications to the management plan.

- Pg. ii – revised the approved date - April 16, 2021
- Pg. # 19 – Section 10.11 - change to EPA method 10029
- Pg. # 22 – Enacted date is 2021

Motion made by Council Member Taylor, Seconded by Council Member Ariemma.
Voting Yea: Council Member Taylor, Council Member Ridley, Council Member Gaddis,
Council Member Larson, Council Member Ariemma, Council Member Cordle

ADJOURNMENT:

Mayor Norton called for approval to adjourn the meeting.

Council Member Taylor requested City Manager and staff to revisit the Solid Waste Ordinance under business locations with multiple business licenses required to pay multiple solid waste fees and recommend changes if needed. Mayor Norton concurred with this request.

Motion to adjourn made by Council Member Larson, Seconded by Council Member Cordle.
Voting Yea: Council Member Taylor, Council Member Ridley, Council Member Gaddis, Council
Member Larson, Council Member Ariemma, Council Member Cordle

Mayor Norton adjourned the meeting at 5:44 p.m.



CITY OF DAHLONEGA
City Council Public Hearing Minutes
May 17, 2021 4:00 PM
Gary McCullough Chambers, Dahlonega City Hall

PRESENT

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

CALL TO ORDER

Mayor Norton opened the City of Dahlonega Public Hearing at 4:00 p.m. and directed City Attorney Doug Parks to facilitate the Hearing.

City Attorney Parks informed Council that only one item remained of two advertised for this Hearing, Ordinance 2021-01 - Formula Business discussed at work sessions and with the planning commission.

Director Herrit moved forward with Council and Mayor's information concerning formula business in the B3 Historic Business District.

Public Hearing:

1. Public Hearing – Text amendment to subpart B Land Use and Development, Appendix B: Zoning, Article XVI: B3 Historic Business District, Section 1607: Addition of Section 1670, which relates to formula business establishments, Kevin L. Herrit, AICP, EDFP Director of Community Development

Director Herrit informed Council and Mayor that the Ordinance 2021-01 - Formula Business would apply only in the B3 District.

Council, Mayor, and staff discussed the logistics of Public Hearings and the best practices in the future.

Director Herrit informed Council that this topic, Ordinance 2021-01 - Formula Business, was advertised in the local newspaper, discussed at previous work sessions, and unanimously recommended by the Planning Commission.

Council and Mayor discussed the need to utilize the Ordinance 2021-01 - Formula Business in the B3 District to keep Dahlonega a tourist destination. This ordinance does not ban franchise businesses but modifies how these businesses operate in the B3 Historic Business District with allowed conditional use.

The Council and Mayor agreed to move Ordinance 2021-01 - Formula Business to the next Council Meeting as an action item for a vote.

ADJOURNMENT

Mayor Norton closed Public Hearing at 4:12 p.m.



City Council Agenda Memo

DATE: June 7, 2021
TITLE: Appointment of Ivana Pelnar-Zaiko, PhD to the Historic Preservation Commission
PRESENTED BY: Kevin Herrit, Director of Community Development

AGENDA ITEM DESCRIPTION:

Ivana Pelnar-Zaiko, PhD has submitted an application to the City of Dahlonega to be placed on the Historic Preservation Commission (HPC). If granted, she will take the place of Noah Steinberg as a full member as his three-year term is ending. Commissioner Steinberg has asked not to renew his appointment to the HPC.

HISTORY/PAST ACTION:

Approval with recommendation from the Mayor.

FINANCIAL IMPACT:

Training cost that are allocated under the Community Development budget for HPC.

RECOMMENDATION:

Approval as a full member if that is the will of the Council.

SUGGESTED MOTIONS:

Move to approve Ivana Pelnar-Zaiko, PhD to the City of Dahlonega Historic Preservation Commission as a full member to replace Noah Steinberg current seat on the Commission.

ATTACHMENTS:

Email from Commissioner Steinberg.

From: Karl Goellner <kamakaka@aol.com> Subject: Re: HPC - Term Expiration

Date: May 25, 2021 at 5:36:58 PM EDT

To: Noah Steinberg <Noah.steinberg@me.com> Cc: Kevin Herrit <kherrit@dahlonoga.gov>

Not particularly happy to hear that Noah but I do understand. Your participation and input during the past three years has certainly benefitted the HPC. I appreciate your offer to help out until a replacement is found. Hopefully whoever that may be will be as important to the Commission as you have been. Thanks again for your service. Stay well.

Karl Goellner, Chair HPC Sent from my iPad

On May 24, 2021, at 5:51 PM, Noah Steinberg <Noah.steinberg@me.com> wrote:

Dear Mr Karl Goellner,

I believe that my 3-year term on the Dahlonoga Historic Preservation Commission (HPC) will be completed in May or June 2021. Due to increased demands on my time and other factors, I am unable to commit to another term. Please accept this notice as my resignation at the end of my term. If needed, I will continue to attend meetings until a replacement is appointed, not to exceed Sept 1st (9/01/2021).

I appreciate the opportunity to serve this community and the City of Dahlonoga.

Sincerely,

Noah Steinberg

CC: Mr. Kevin Herrit



City Council Agenda Memo

DATE: May 28, 2021
TITLE: Head House Renovation Project Financing
PRESENTED BY: Melody Marlowe, Finance Director

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 \$825,000 and bear interest at 2.81%. Annual debt service payments will approximate \$68,000.

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:



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 \$825,000 (the “Note”) to United Community Bank, as lender (the “Bank”) pursuant to a resolution adopted by the Authority on June 3, 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 an Intergovernmental Contract, dated as of June 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 June 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, 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. 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 7th day of June 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 June 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 June 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 \$825,000 (the "Note") to United Community Bank as lender (the "Bank") pursuant to a resolution adopted by the Authority on June 3, 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) sell 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 June 3, 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) 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 DDA, 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..

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 June 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 June 22, 2021, in the principal amount of \$825,000 (the "Note"); and

WHEREAS, the Authority and the City of Dahlonega, Georgia (the "City") have entered into an Intergovernmental Contract, dated as of June 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 (the "City") 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 22nd day of June, 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 June 7, 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 7th day of June, 2021.

Mary Csukas
Clerk

(SEAL)



Ordinances and Resolutions

DATE: April 22, 2021
TITLE: FY2021 Mid-Year Budget Amendment
PRESENTED BY: Melody Marlowe, Finance Director

AGENDA ITEM DESCRIPTION:

FY2021 Mid-Year Budget Amendment

HISTORY/PAST ACTION:

The FY2021 Budget was approved by Council on September 8, 2020 and previously amended for re-appropriations by Resolution 2021-05 on March 1, 2021. City Council has made decisions during the first half of the fiscal year that require adjustments to the budget. Also, review of the financial activity indicates that budget adjustments are needed to more closely reflect expected results.

FINANCIAL IMPACT:

The financial changes are presented for each fund and described on the Resolution Attachment A.

RECOMMENDATION:

It is recommended that Council approve the budget amendment as presented.

SUGGESTED MOTIONS:

I make a motion to approve Resolution 2021-07 FY2021 Mid-Year Budget Amendment

ATTACHMENTS:

Resolution 2021-07 FY2021 Mid-Year Budget Amendment, including Attachment A

RESOLUTION 2021-07
FISCAL YEAR 2021 MID-YEAR BUDGET AMENDMENT

WHEREAS, the City Council approved a budget for fiscal year 2021 for the City of Dahlonega on September 8, 2020, and

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

WHEREAS, through review of the financial activity and financial decisions of City Council for the current fiscal year, there are budget adjustments needed to more closely reflect expected results.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council of the City of Dahlonega, Georgia hereby adopts the adjustments to the Fiscal Year 2021 Budget as presented on “Attachment A” attached hereto and made a part of the Resolution.

ADOPTED this 7th day of June, 2021.

CITY OF DAHLONEGA, GEORGIA

By: _____
Sam Norton, Mayor

Attest:

Mary Csukas, City Clerk

**CITY OF DAHLONEGA
FY2021 MID-YEAR BUDGET AMENDMENT**

DESCRIPTION	PROJECT DESCRIPTION	FY2021 ORIGINAL BUDGET	REAPPROPRIATIONS CHANGE	MID-YEAR BUDGET CHANGE	FY2021 AMENDED BUDGET	BA#
Fund 100 - GENERAL FUND						
Revenues						
GENERAL PROPERTY TAXES		1,216,300.00	0.00	0.00	1,216,300.00	
FRANCHISE TAXES		518,500.00	0.00	0.00	518,500.00	
LOST (LOCAL OPTION SALES TAXES)		885,972.00	0.00	40,000.00	925,972.00	683
SELECTIVE SALES AND USE TAXES		211,600.00	0.00	0.00	211,600.00	
ALCOHOLIC BEVERAGE LICENSES		115,300.00	0.00	0.00	115,300.00	
BUSINESS TAXES		497,900.00	0.00	0.00	497,900.00	
PENALTIES AND INTEREST		2,700.00	0.00	0.00	2,700.00	
PERMITS AND FEES		46,600.00	0.00	0.00	46,600.00	
INTERGOVERNMENTAL REVENUE		28,646.00	0.00	0.00	28,646.00	
INDIRECT COST ALLOCATIONS		537,460.00	0.00	0.00	537,460.00	
OTHER CHARGES FOR SERVICES		21,400.00	0.00	0.00	21,400.00	
FINES AND FORFEITURES		131,000.00	0.00	0.00	131,000.00	
INTEREST REVENUES		42,000.00	0.00	0.00	42,000.00	
MISCELLANEOUS REVENUES		6,000.00	0.00	0.00	6,000.00	
PROPERTY SALES - CEMETERY LOT		10,000.00	0.00	0.00	10,000.00	
OTHER FEES		15,000.00	0.00	0.00	15,000.00	
TRANSFERS IN - HOTEL/MOTEL TAX		11,269.00	0.00	0.00	11,269.00	
APPROPRIATED FUND BALANCE		553,095.00	0.00	53,385.00	606,480.00	651,681,758
TOTAL REVENUES		4,850,742.00	0.00	93,385.00	4,944,127.00	
Expenditures						
LEGISLATIVE		194,312.00	0.00	0.00	194,312.00	
EXECUTIVE		241,941.00	0.00	0.00	241,941.00	
ELECTIONS		11,940.00	0.00	0.00	11,940.00	
GENERAL ADMINISTRATION		931,050.00	0.00	0.00	931,050.00	
MINICIPAL COURT		309,568.00	0.00	0.00	309,568.00	
CITY MARSHAL		495,859.00	0.00	33,885.00	529,744.00	626,681,758
PUBLIC WORKS ADMINISTRATION		105,171.00	0.00	40,000.00	145,171.00	683
STREETS		1,145,179.00	0.00	0.00	1,145,179.00	
MAINTENANCE AND SHOP		101,137.00	0.00	0.00	101,137.00	
CEMETERY		62,206.00	0.00	0.00	62,206.00	
PARKS		27,050.00	0.00	23,500.00	50,550.00	651
COMMUNITY DEVELOPMENT		271,952.00	0.00	0.00	271,952.00	
CONTINGENCIES		42,000.00	0.00	(4,000.00)	38,000.00	626
PRINCIPAL - NOTES		27,676.00	0.00	0.00	27,676.00	
INTEREST - NOTES		16,871.00	0.00	0.00	16,871.00	
TRANSFERS OUT TO OTHER FUNDS		866,830.00	0.00	0.00	866,830.00	
TOTAL EXPENDITURES		4,850,742.00	0.00	93,385.00	4,944,127.00	
Fund 100 - GENERAL FUND:						
TOTAL REVENUES		4,850,742.00	0.00	93,385.00	4,944,127.00	
TOTAL EXPENDITURES		4,850,742.00	0.00	93,385.00	4,944,127.00	
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	

BA# Budget Adjustment Description
626 SDS AMENDMENT-ADDTL \$ L CO PUBLIC SAFETY
651 COIVD CLEANING & DISINFECTANT SPRAYERS
681 DOWNTOWN SURVEILLANCE CAMERAS
683 FT SOLID WSTE SUPER & FT CAPT PROJ MNGR
758 REAPPROPRIATE \$ FOR GSP RADAR

**CITY OF DAHLONEGA
FY2021 MID-YEAR BUDGET AMENDMENT**

DESCRIPTION	PROJECT DESCRIPTION	FY2021 ORIGINAL BUDGET	REAPPRO- PRIATIONS CHANGE	MID-YEAR BUDGET CHANGE	FY2021 AMENDED BUDGET	BA#
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY						
Revenues						
MISCELLANEOUS REVENUES		800.00	0.00	0.00	800.00	
OTHER FEES		200.00	0.00	0.00	200.00	
TRANSFERS IN - GENERAL FUND		255,057.00	0.00	0.00	255,057.00	
TRANSFERS IN - HOTEL/MOTEL TAX		29,377.00	0.00	0.00	29,377.00	
TOTAL REVENUES		285,434.00	0.00	0.00	285,434.00	
Expenditures						
DDA ADMINISTRATION		195,248.00	0.00	50.00	195,298.00	648
TOURISM		56,472.00	0.00	0.00	56,472.00	
DOWNTOWN DEVELOPMENT		33,664.00	0.00	0.00	33,664.00	
DAHLONEGA 2000		50.00	0.00	(50.00)	0.00	648
TOTAL EXPENDITURES		285,434.00	0.00	0.00	285,434.00	
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY:						
TOTAL REVENUES		285,434.00	0.00	0.00	285,434.00	
TOTAL EXPENDITURES		285,434.00	0.00	0.00	285,434.00	
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	

BA# Budget Adjustment Description
648 MOVE DAHLONEGA 2000 BUDGET - CLOSED ORG

**CITY OF DAHLONEGA
FY2021 MID-YEAR BUDGET AMENDMENT**

DESCRIPTION	PROJECT DESCRIPTION	FY2021 ORIGINAL BUDGET	REAPPRO- PRIATIONS CHANGE	MID-YEAR BUDGET CHANGE	FY2021 AMENDED BUDGET	BA#
Fund 275 - HOTEL/MOTEL TAX FUND						
Revenues						
HOTEL/MOTEL TAXES		375,646.00	0.00	0.00	375,646.00	
TOTAL REVENUES		<u>375,646.00</u>	<u>0.00</u>	0.00	<u>375,646.00</u>	
Expenditures						
TOURISM SERVICES		250,000.00	0.00	0.00	250,000.00	
TRANSFERS OUT		125,646.00	0.00	0.00	125,646.00	
TOTAL EXPENDITURES		<u>375,646.00</u>	<u>0.00</u>	0.00	<u>375,646.00</u>	
Fund 275 - HOTEL/MOTEL TAX FUND:						
TOTAL REVENUES		375,646.00	0.00	0.00	375,646.00	
TOTAL EXPENDITURES		375,646.00	0.00	0.00	375,646.00	
NET OF REVENUES & EXPENDITURES		<u>0.00</u>	<u>0.00</u>	0.00	<u>0.00</u>	

**CITY OF DAHLONEGA
FY2021 MID-YEAR BUDGET AMENDMENT**

DESCRIPTION	PROJECT DESCRIPTION	FY2021 ORIGINAL BUDGET	REAPPRO- PRIATIONS CHANGE	MID-YEAR BUDGET CHANGE	FY2021 AMENDED BUDGET	BA#
Fund 320 - SPLOST CAPITAL PROJECTS FUND						
Revenues						
2020 SPLOST (SPECIAL PURPOSE LOST)		743,689.00	0.00	0.00	743,689.00	
TRANSFERS IN - GRANT CAPT PROJ		0.00	0.00	72,854.00	72,854.00	713
TOTAL REVENUES		<u>743,689.00</u>	<u>0.00</u>	<u>72,854.00</u>	<u>816,543.00</u>	
Expenditures						
CAPITAL OUTLAYS - INFRASTRUCTURE	STREET PAVING (INHOUSE/CONTRACT)	0.00	0.00	120,922.00	120,922.00	715
CAPITAL OUTLAYS - INFRASTRUCTURE	STREET PAVING - FY21 LMIG	0.00	0.00	102,854.00	102,854.00	713
CAPITAL OUTLAYS - INFRASTRUCTURE	OSS INSTALL - FY21 LMIG	0.00	0.00	35,000.00	35,000.00	714
TRANSFERS OUT - GRANT CAPT PROJ		65,000.00	0.00	(65,000.00)	0.00	713,714
TRANSFERS OUT - GEN GOVT CAPT PROJ		120,922.00	0.00	(120,922.00)	0.00	715
TRANSFERS OUT - WATER AND SEWER		371,845.00	0.00	0.00	371,845.00	
TRANSFERS OUT - STORMWATER		185,922.00	0.00	0.00	185,922.00	
TOTAL EXPENDITURES		<u>743,689.00</u>	<u>0.00</u>	<u>72,854.00</u>	<u>816,543.00</u>	
Fund 320 - SPLOST CAPITAL PROJECTS FUND:						
TOTAL REVENUES		743,689.00	0.00	72,854.00	816,543.00	
TOTAL EXPENDITURES		743,689.00	0.00	72,854.00	816,543.00	
NET OF REVENUES & EXPENDITURES		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	

BA# Budget Adjustment Description
713 MOVE PROJECT 20205/21201 TO SPLOST FUND
714 MOVE PROJECT 21204 TO SPLOST FUND
715 MOVE PROJECT 10191 TO SPLOST FUND

**CITY OF DAHLONEGA
FY2021 MID-YEAR BUDGET AMENDMENT**

DESCRIPTION	PROJECT DESCRIPTION	FY2021 ORIGINAL BUDGET	REAPPRO- PRIATIONS CHANGE	MID-YEAR BUDGET CHANGE	FY2021 AMENDED BUDGET	BA#
Fund 335 - TSPLOST CAPITAL PROJECTS FUND						
Revenues						
2019 TSPLOST (TRANSPORTATION SPLOST)		731,332.00	0.00	0.00	731,332.00	
STATE GRANT - DEPT NATURAL RES	WIMPY MILL PARK	0.00	0.00	134,501.00	134,501.00	708
STATE GRANT - TAP PROJECTS	MORRISON MOORE PEDESTRIAN BRIDGE	0.00	0.00	300,000.00	300,000.00	712,727
INTERGOV'T - LUMPKIN COUNTY		0.00	0.00	29,741.00	29,741.00	709
INTEREST REVENUES		2,000.00	0.00	0.00	2,000.00	
TRANSFERS IN - GRANT CAPT PROJ		0.00	0.00	361,800.00	361,800.00	708,711
TRANSFERS IN - GG CAPITAL PROJECTS		0.00	0.00	100,000.00	100,000.00	717
CAPITAL CONTRIBUTIONS		0.00	0.00	30,847.00	30,847.00	706
APPROPRIATED FUND BALANCE		0.00	0.00	43,623.00	43,623.00	706,710
TOTAL REVENUES		733,332.00	0.00	1,000,512.00	1,733,844.00	
Expenditures						
CAPITAL OUTLAYS - PROPERTY	WIMPY MILL PARK	0.00	0.00	461,301.00	461,301.00	708
CAPITAL OUTLAYS - INFRASTRUCTURE	TRANSPORTATION PROJECTS	0.00	0.00	207,216.00	207,216.00	716
CAPITAL OUTLAYS - INFRASTRUCTURE	BRIDGE MAINTENANCE PROGRAM	0.00	0.00	125,000.00	125,000.00	717
CAPITAL OUTLAYS - INFRASTRUCTURE	STREETScape	0.00	0.00	120,000.00	120,000.00	711
CAPITAL OUTLAYS - INFRASTRUCTURE	WIMPY MILL SIDEWALK CONSTRUCTION	0.00	0.00	60,000.00	60,000.00	716
CAPITAL OUTLAYS - INFRASTRUCTURE	NORTH GROVE SIDEWALK REPLACEMEN	0.00	0.00	50,000.00	50,000.00	716
CAPITAL OUTLAYS - INFRASTRUCTURE	CHOICE ST SIDEWALK REPLACEMENT	0.00	0.00	45,000.00	45,000.00	716
CAPITAL OUTLAYS - INFRASTRUCTURE	ENOTAH ST SIDEWALK REPLACEMENT	0.00	0.00	30,000.00	30,000.00	716
CAPITAL OUTLAYS - INFRASTRUCTURE	MORRISON MOORE PEDESTRIAN BRIDGE	0.00	0.00	579,741.00	579,741.00	709,712
CAPITAL OUTLAYS - INFRASTRUCTURE	MEADERS ST PAVING (EMAIN/CHOICE)	0.00	0.00	49,470.00	49,470.00	706
INTERGOVERNMENTAL		6,116.00	0.00	0.00	6,116.00	
TRANSFERS OUT - GRANT CAPT PROJ		310,000.00	0.00	(310,000.00)	0.00	708,710-712
TRANSFERS OUT - GEN GOVT CAPT PROJ		417,216.00	0.00	(417,216.00)	0.00	716,717
TOTAL EXPENDITURES		733,332.00	0.00	1,000,512.00	1,733,844.00	
Fund 335 - TSPLOST CAPITAL PROJECTS FUND :						
TOTAL REVENUES		733,332.00	0.00	1,000,512.00	1,733,844.00	
TOTAL EXPENDITURES		733,332.00	0.00	1,000,512.00	1,733,844.00	
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	

BA# Budget Adjustment Description
706 BUDGT MEADERS ST PARKING (E MAIN/CHOICE)
708 MOVE PROJECT 20203 TO TSPLOST FUND
709 COUNTY PARTICIPATION PED BRIDGE DESIGN
710 COR BA 627 ADDTL TSPLOST \$ W MILL PED BR
711 MOVE PROJECT 19201 TO TSPLOST FUND
712 MOVE PROJECT 21203 TO TSPLOST FUND
716 MOVE PROJECTS TO TSPLOST FUND
717 MOVE PROJECT17102 TO TSPLOST FUND

**CITY OF DAHLONEGA
FY2021 MID-YEAR BUDGET AMENDMENT**

DESCRIPTION	PROJECT DESCRIPTION	FY2021 ORIGINAL BUDGET	REAPPROPRIATIONS CHANGE	MID-YEAR BUDGET CHANGE	FY2021 AMENDED BUDGET	BA#
Fund 340 - GRANT CAPITAL PROJECTS FUND						
Revenues						
STATE GRANT - DEPT NATURAL RES	WIMPY MILL PARK	0.00	134,501.00	(134,501.00)	0.00	708
STATE GRANT - TAP PROJECTS	MORRISON MOORE PEDESTRIAN BRIDGE	0.00	300,000.00	(300,000.00)	0.00	712
TRANSFERS IN - HOTEL/MOTEL TAX		40,000.00	0.00	0.00	40,000.00	
TRANSFERS IN - SPLOST		65,000.00	0.00	(65,000.00)	0.00	713,714
TRANSFERS IN - TSPLOST		310,000.00	0.00	(310,000.00)	0.00	627,708,711,712
APPROPRIATED FUND BALANCE		0.00	464,654.00	0.00	464,654.00	
TOTAL REVENUES		415,000.00	899,155.00	(809,501.00)	504,654.00	
Expenditures						
CAPITAL OUTLAYS - PROPERTY	WIMPY MILL PARK	0.00	436,301.00	(436,301.00)	0.00	627,708
CAPITAL OUTLAYS - INFRASTRUCTURE	STREETSCAPE	60,000.00	60,000.00	(120,000.00)	0.00	711
CAPITAL OUTLAYS - INFRASTRUCTURE	OSS INSTALL - FY20 LMIG	0.00	30,000.00	0.00	30,000.00	
CAPITAL OUTLAYS - INFRASTRUCTURE	STREET PAVING - FY21 LMIG	30,000.00	72,854.00	(102,854.00)	0.00	713
CAPITAL OUTLAYS - INFRASTRUCTURE	SWIM BEACH	40,000.00	0.00	0.00	40,000.00	
CAPITAL OUTLAYS - INFRASTRUCTURE	MORRISON MOORE PEDESTRIAN BRIDGE	250,000.00	300,000.00	(550,000.00)	0.00	712
CAPITAL OUTLAYS - INFRASTRUCTURE	OSS INSTALL - FY21 LMIG	35,000.00	0.00	(35,000.00)	0.00	714
TRANSFERS OUT - SPLOST		0.00	0.00	72,854.00	72,854.00	713
TRANSFERS OUT - TSPLOST		0.00	0.00	361,800.00	361,800.00	711,708
TOTAL EXPENDITURES		415,000.00	899,155.00	(809,501.00)	504,654.00	
Fund 340 - GRANT CAPITAL PROJECTS FUND:						
TOTAL REVENUES		415,000.00	899,155.00	(809,501.00)	504,654.00	
TOTAL EXPENDITURES		415,000.00	899,155.00	(809,501.00)	504,654.00	
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	

BA# Budget Adjustment Description
627 ADDTL TSPLOST \$ WIMPY MILL PED BRIDGE
711 MOVE PROJECT 19201 TO TSPLOST FUND
712 MOVE PROJECT 21203 TO TSPLOST FUND
713 MOVE PROJECT 20205/21201 TO SPLOST FUND
714 MOVE PROJECT 21204 TO SPLOST FUND

**CITY OF DAHLONEGA
FY2021 MID-YEAR BUDGET AMENDMENT**

DESCRIPTION	PROJECT DESCRIPTION	FY2021 ORIGINAL BUDGET	REAPPROPRIATIONS CHANGE	MID-YEAR BUDGET CHANGE	FY2021 AMENDED BUDGET	BA#
Fund 390 - GENERAL GOVERNMENT CAPITAL PROJECTS FUND						
Revenues						
TRANSFERS IN - GENERAL FUND		199,000.00	0.00	0.00	199,000.00	
TRANSFERS IN - HOTEL/MOTEL TAX		45,000.00	0.00	0.00	45,000.00	
TRANSFERS IN - SPLOST		120,922.00	0.00	(120,922.00)	0.00	715
TRANSFERS IN - TSPLOST		417,216.00	0.00	(417,216.00)	0.00	716,717
PROPERTY SALES - CEMETERY LOT		5,000.00	0.00	0.00	5,000.00	
GENERAL LONG-TERM DEBT ISSUED		0.00	350,000.00	0.00	350,000.00	
APPROPRIATED FUND BALANCE		0.00	1,089,258.00	0.00	1,089,258.00	
APPROPRIATED NET ASSETS		197,636.00	0.00	(197,636.00)	0.00	718
TOTAL REVENUES		984,774.00	1,439,258.00	(735,774.00)	1,688,258.00	
Expenditures						
CAPITAL OUTLAYS - PROPERTY	FACILITIES & PROPERTY PROGRAM	60,000.00	56,000.00	(57,100.00)	58,900.00	625,682
CAPITAL OUTLAYS - PROPERTY	TOURISM PROJECTS	45,000.00	80,291.00	0.00	125,291.00	
CAPITAL OUTLAYS - PROPERTY	CEMETERY IMPROVEMENTS	5,000.00	39,886.00	0.00	44,886.00	
CAPITAL OUTLAYS - PROPERTY	CEMETERY COLUMBARIUM	0.00	50,943.00	0.00	50,943.00	
CAPITAL OUTLAYS - PROPERTY	ROOF - CITY HALL	0.00	30,000.00	0.00	30,000.00	
CAPITAL OUTLAYS - PROPERTY	N PARK STREET BLDG DEMOLITION	0.00	130,000.00	0.00	130,000.00	
CAPITAL OUTLAYS - PROPERTY	FAUX BRICK CROSSWALKS	0.00	50,000.00	0.00	50,000.00	
CAPITAL OUTLAYS - PROPERTY	MEADERS STREET PARKING	0.00	60,000.00	0.00	60,000.00	
CAPITAL OUTLAYS - PROPERTY	CITY HALL EXPANSION	0.00	30,000.00	0.00	30,000.00	
CAPITAL OUTLAYS - PROPERTY	HEAD HOUSE RENOVATION	0.00	350,000.00	27,100.00	377,100.00	625
CAPITAL OUTLAYS - PROPERTY	CITY PARK IMPROVEMENTS	0.00	6,000.00	0.00	6,000.00	
CAPITAL OUTLAYS - PROPERTY	VISITOR CENTER ROOF (50%)	0.00	0.00	30,000.00	30,000.00	682
CAPITAL OUTLAYS - INFRASTRUCTURE	STREET PAVING (INHOUSE/CONTRACT)	120,922.00	0.00	(120,922.00)	0.00	715
CAPITAL OUTLAYS - INFRASTRUCTURE	CROSSWALK/SIDEWALK PROGRAM	0.00	28,055.00	0.00	28,055.00	
CAPITAL OUTLAYS - INFRASTRUCTURE	TRANSPORTATION PROJECTS	207,216.00	0.00	(207,216.00)	0.00	716
CAPITAL OUTLAYS - INFRASTRUCTURE	STORMWATER PROJECTS	0.00	173,642.00	(173,642.00)	0.00	724
CAPITAL OUTLAYS - INFRASTRUCTURE	BRIDGE MAINTENANCE PROGRAM	25,000.00	100,000.00	(125,000.00)	0.00	717
CAPITAL OUTLAYS - INFRASTRUCTURE	STORM DRAIN - JOHNSON STREET	0.00	72,000.00	(72,000.00)	0.00	724
CAPITAL OUTLAYS - INFRASTRUCTURE	MARTIN STREET WIDENING	0.00	182,441.00	0.00	182,441.00	
CAPITAL OUTLAYS - INFRASTRUCTURE	CHOICE ST PARKING LOT RESURFACING	35,000.00	0.00	0.00	35,000.00	
CAPITAL OUTLAYS - INFRASTRUCTURE	WIMPY MILL SIDEWALK CONSTRUCTION	60,000.00	0.00	(60,000.00)	0.00	716
CAPITAL OUTLAYS - INFRASTRUCTURE	NORTH GROVE SIDEWALK REPLACEMENT	50,000.00	0.00	(50,000.00)	0.00	716
CAPITAL OUTLAYS - INFRASTRUCTURE	CHOICE ST SIDEWALK REPLACEMENT	45,000.00	0.00	(45,000.00)	0.00	716
CAPITAL OUTLAYS - INFRASTRUCTURE	ENOTAH ST SIDEWALK REPLACEMENT	30,000.00	0.00	(30,000.00)	0.00	716
CAPITAL OUTLAYS - MACH & EQUIPMENT	EXCAVATOR (STREETS)	75,000.00	0.00	0.00	75,000.00	
CAPITAL OUTLAYS - MACH & EQUIPMENT	PICKUP TRUCK 4-DOOR 4X4 (PW)	29,000.00	0.00	0.00	29,000.00	
TRANSFERS OUT - TSPLOST		0.00	0.00	100,000.00	100,000.00	717
TRANSFERS OUT - STORMWATER		197,636.00	0.00	48,006.00	245,642.00	718,724
TOTAL EXPENDITURES		984,774.00	1,439,258.00	(735,774.00)	1,688,258.00	
Fund 390 - GENERAL GOVERNMENT CAPITAL PROJECTS FUND:						
TOTAL REVENUES		984,774.00	1,439,258.00	(735,774.00)	1,688,258.00	
TOTAL EXPENDITURES		984,774.00	1,439,258.00	(735,774.00)	1,688,258.00	
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	

BA# Budget Adjustment Description
625 HEAD HOUSE REHAB FEASIBILITY STUDY
682 VISITORS CENTER ROOF REPLACEMENT (50%)
715 MOVE PROJECT 10191 TO SPLOST FUND
716 MOVE PROJECTS TO TSPLOST FUND
717 MOVE PROJECT 17102 TO TSPLOST FUND
718 COR ORIGINAL BUDGET RECORDED IN 2 PLACES
724 MOVE SWATER PROJ TO SW FUND

**CITY OF DAHLONEGA
FY2021 MID-YEAR BUDGET AMENDMENT**

DESCRIPTION	PROJECT DESCRIPTION	FY2021 ORIGINAL BUDGET	REAPPROPRIATIONS CHANGE	MID-YEAR BUDGET CHANGE	FY2021 AMENDED BUDGET	BA#
Fund 505 - WATER AND SEWER ENTERPRISE FUND						
Revenues						
INVESTMENT INCOME		46,000.00	0.00	0.00	46,000.00	
MISCELLANEOUS REVENUE		500.00	0.00	0.00	500.00	
WATER CHARGES		2,728,000.00	0.00	0.00	2,728,000.00	
TAP FEES - WATER		100,000.00	0.00	0.00	100,000.00	
SEWER CHARGES		1,855,900.00	0.00	0.00	1,855,900.00	
TAP FEES - SEWER		100,000.00	0.00	0.00	100,000.00	
OTHER CHARGES FOR SERVICES		107,400.00	0.00	0.00	107,400.00	
TRANSFERS IN FROM OTHER FUNDS		371,845.00	0.00	0.00	371,845.00	
APPROPRIATED NET ASSETS		1,201,572.00	481,089.00	10,000.00	1,692,661.00	705
TOTAL REVENUES		6,511,217.00	481,089.00	10,000.00	7,002,306.00	
Expenditures						
SEWER LIFT STATIONS		224,991.00	0.00	0.00	224,991.00	
SEWER TREATMENT PLANT		690,141.00	0.00	0.00	690,141.00	
DISTRIBUTION AND COLLECTION		886,670.00	0.00	10,000.00	896,670.00	705
WATER SUPPLY		135,161.00	0.00	15,400.00	150,561.00	624
WATER TREATMENT PLANT		1,707,682.00	0.00	0.00	1,707,682.00	
CAPITAL OUTLAYS - INFRASTRUCTURE	METER REPLACEMENT PROGRAM	50,000.00	0.00	0.00	50,000.00	
CAPITAL OUTLAYS - INFRASTRUCTURE	W/S LINE REPLACEMENTS-OTHER	100,000.00	150,000.00	0.00	250,000.00	
CAPITAL OUTLAYS - INFRASTRUCTURE	LIFT STATION/PUMP REPLACEMENTS	75,000.00	0.00	0.00	75,000.00	
CAPITAL OUTLAYS - INFRASTRUCTURE	W/S LINE EXTENSIONS - SPLOST	0.00	226,830.00	0.00	226,830.00	
CAPITAL OUTLAYS - INFRASTRUCTURE	BARLOW LIFT STATION REHABILITATION	62,000.00	0.00	0.00	62,000.00	
CAPITAL OUTLAYS - INFRASTRUCTURE	WATER LINE EXTENSION - M MOORE PKV	371,845.00	0.00	0.00	371,845.00	
CAPITAL OUTLAYS - INFRASTRUCTURE	WATER/SSFM RELOCATION - OAK GROVE	90,000.00	0.00	0.00	90,000.00	
CAPITAL OUTLAYS - INFRASTRUCTURE	WATER MAIN REPLACEMENT - ARCADIA	30,000.00	0.00	0.00	30,000.00	
CAPITAL OUTLAYS - INFRASTRUCTURE	SANITARY SEWER REPLACEMENT - ARC	30,000.00	0.00	0.00	30,000.00	
CAPITAL OUTLAYS - MACH & EQUIPMENT	SERVICE TRUCK	0.00	7,231.00	0.00	7,231.00	
CAPITAL OUTLAYS - MACH & EQUIPMENT	SKIDSTEER LOADER (D&C)	75,000.00	0.00	0.00	75,000.00	
CAPITAL OUTLAYS - MACH & EQUIPMENT	PICKUP TRUCK (WWTP)	30,000.00	0.00	0.00	30,000.00	
CAPITAL OUTLAYS - MACH & EQUIPMENT	PORTABLE GENERATOR ENGINE REBUIL	0.00	0.00	27,020.00	27,020.00	623,690
CAPITAL OUTLAYS - INTANGIBLES	WATER & SEWER SYSTEM MAPPING	0.00	49,730.00	0.00	49,730.00	
CAPITAL OUTLAYS - INTANGIBLES	DEVELOPMENT STANDARDS MANUAL	0.00	47,298.00	0.00	47,298.00	
CAPITAL OUTLAYS - INTANGIBLES	WWTP MASTER PLAN	30,000.00	0.00	0.00	30,000.00	
INDIRECT COST ALLOCATIONS		67,500.00	0.00	0.00	67,500.00	
DEPRECIATION AND AMORTIZATION		1,805,227.00	0.00	0.00	1,805,227.00	
CONTINGENCIES		50,000.00	0.00	(42,420.00)	7,580.00	623,624,690
TOTAL EXPENDITURES		6,511,217.00	481,089.00	10,000.00	7,002,306.00	
Fund 505 - WATER AND SEWER ENTERPRISE FUND:						
TOTAL REVENUES		6,511,217.00	481,089.00	10,000.00	7,002,306.00	
TOTAL EXPENDITURES		6,511,217.00	481,089.00	10,000.00	7,002,306.00	
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	

BA# Budget Adjustment Description

623 ENGINE REPLACEMENT - PORTABLE GENERATOR

624 RIPRAP ROCK TO REINFORCE RESERVOIR BANK

690 COR BA 823 ENGINE REPL - PORT GENERATOR

705 REAPPROPRIATE PO22870 WATER MODELING

**CITY OF DAHLONEGA
FY2021 MID-YEAR BUDGET AMENDMENT**

DESCRIPTION	PROJECT DESCRIPTION	FY2021 ORIGINAL BUDGET	REAPPRO- PRIATIONS CHANGE	MID-YEAR BUDGET CHANGE	FY2021 AMENDED BUDGET	BA#
Fund 540 - SOLID WASTE ENTERPRISE FUND						
Revenues						
CHARGES FOR SERVICES		500.00	0.00	0.00	500.00	
LATE PAYMENT PENALTIES AND FEES		6,000.00	0.00	0.00	6,000.00	
REFUSE COLLECTION CHARGES		872,900.00	0.00	46,000.00	918,900.00	683
APPROPRIATED NET ASSETS		30,657.00	0.00	0.00	30,657.00	
TOTAL REVENUES		910,057.00	0.00	46,000.00	956,057.00	
Expenditures						
PERSONAL SERVICES AND EMPLOYEE BENEFITS		479,795.00	0.00	46,000.00	525,795.00	683
PURCHASES/CONTRACTED SERVICES		261,994.00	0.00	0.00	261,994.00	
SUPPLIES		73,400.00	0.00	0.00	73,400.00	
CAPITAL OUTLAYS - MACH & EQUIPMENT PICKUP TRUCK 4X4 (SWASTE)		30,000.00	0.00	0.00	30,000.00	
DEPRECIATION AND AMORTIZATION		58,268.00	0.00	0.00	58,268.00	
DEBT SERVICE		6,600.00	0.00	0.00	6,600.00	
TOTAL EXPENDITURES		910,057.00	0.00	46,000.00	956,057.00	
Fund 540 - SOLID WASTE ENTERPRISE FUND:						
TOTAL REVENUES		910,057.00	0.00	46,000.00	956,057.00	
TOTAL EXPENDITURES		910,057.00	0.00	46,000.00	956,057.00	
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	

BA# Budget Adjustment Description
683 FT SOLID WASTE SUPER & FT CAPT PROJ MNGR

**CITY OF DAHLONEGA
FY2021 MID-YEAR BUDGET AMENDMENT**

DESCRIPTION	PROJECT DESCRIPTION	FY2021 ORIGINAL BUDGET	REAPPRO- PRIATIONS CHANGE	MID-YEAR BUDGET CHANGE	FY2021 AMENDED BUDGET	BA#
Fund 560 - STORMWATER ENTERPRISE FUND						
Revenues						
TRANSFERS IN FROM OTHER FUNDS		796,331.00	0.00	48,006.00	844,337.00	718,724
STORMWATER UTILITY CHARGES		204,818.00	0.00	0.00	204,818.00	
TOTAL REVENUES		<u>1,001,149.00</u>	<u>0.00</u>	<u>48,006.00</u>	<u>1,049,155.00</u>	
Expenditures						
PERSONAL SERVICES AND EMPLOYEE BENEFITS		87,631.00	0.00	0.00	87,631.00	
PURCHASES/CONTRACTED SERVICES		30,000.00	0.00	400.00	30,400.00	656
SUPPLIES		30,000.00	0.00	(400.00)	29,600.00	656
CAPITAL OUTLAYS - INFRASTRUCTURE	STORMWATER PROJECTS	208,558.00	0.00	(23,994.00)	184,564.00	718,724
CAPITAL OUTLAYS - INFRASTRUCTURE	STORM DRAIN - JOHNSON STREET	0.00	0.00	72,000.00	72,000.00	724
CAPITAL OUTLAYS - INFRASTRUCTURE	STORM DRAIN - ENOTAH STREET	115,000.00	0.00	0.00	115,000.00	
CAPITAL OUTLAYS - INFRASTRUCTURE	STORM DRAIN - ARCADIA STREET	60,000.00	0.00	0.00	60,000.00	
INDIRECT COST ALLOCATIONS		469,960.00	0.00	0.00	469,960.00	
TOTAL EXPENDITURES		<u>1,001,149.00</u>	<u>0.00</u>	<u>48,006.00</u>	<u>1,049,155.00</u>	
Fund 560 - STORMWATER ENTERPRISE FUND:						
TOTAL REVENUES		1,001,149.00	0.00	48,006.00	1,049,155.00	
TOTAL EXPENDITURES		1,001,149.00	0.00	48,006.00	1,049,155.00	
NET OF REVENUES & EXPENDITURES		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	

BA# Budget Adjustment Description
656 BUDGET - PRINTING PROMOTIONAL MATERIAL
718 COR ORIGINAL BUDGET RECORDED IN 2 PLACES
724 MOVE SWATER PROJ TO SW FUND



City Council Agenda Memo

DATE: 5/28/2021

TITLE: Text amendment to Subpart B Land Use and Land Development, Appendix B: Zoning, Article XVI: B3 Historic Business District, Section 1607: Formula Business Establishments

PRESENTED BY: Kevin L. Herrit, AICP, EDFP, Director of Community Development

AGENDA ITEM DESCRIPTION:

Text amendment to Subpart B Land Use and Land Development, Appendix B: Zoning, Article XVI: B3 Historic Business District, Section 1607: Addition of Section 1607, which relates to formula business establishments.

HISTORY/PAST ACTION:

Planning Commission recommended approval.

FINANCIAL IMPACT:

No foreseen financial impacts.

RECOMMENDATION:

None

SUGGESTED MOTIONS:

Motion to approve or deny the text amendment to Subpart B Land Use and Land Development, Appendix B: Zoning, Article XVI: B3 Historic Business District, Section 1607: Addition of Section 1607: Formula Business Establishments.

ATTACHMENTS:

Proposed Ordinance 2021-01

Ordinance 2021-01

(Note: Originally circulated as Ordinance 2020-24)

AN ORDINANCE TO AMEND ORDINANCE 91-9 WHICH APPEARS IN THE CODE OF THE CITY OF DAHLONEGA, GEORGIA, AND MORE PARTICULARLY APPEARS IN THE PUBLICATION OF THE CODE OF THE CITY OF DAHLONEGA, GEORGIA AT: SUBPART B: LAND USE AND LAND DEVELOPMENT, APPENDIX B: ZONING, ARTICLE XVI: B-3 HISTORICAL DISTRICT, SECTION 1607: FORMULA BUSINESS ESTABLISHMENTS.

Short title: "An ordinance to establish regulations for formula businesses."

WHEREAS, the B-3 zoning district primarily surrounds the original Lumpkin County Courthouse constructed in 1836; and

WHEREAS, the former courthouse is now the State of Georgia owned and operated Gold Museum which attracts approximately 25,000 visitors annually; and

WHEREAS, it is important that the qualities of the natural business environment spawned by the historic Gold Museum in the surrounding B-3 District be respected so that the uniqueness of Dahlonega can flourish without inappropriate changes; and

WHEREAS, the City, its DDA and Main Street program have made a long term commitment to an economic development approach based on historic preservation developed and recommended by the National Main Street Center, which has resulted in the City achieving Great American Main Street Award designation, with such designation being shared with only approximately 100 communities in the country and three other cities in Georgia; and

WHEREAS, the success of the City's Main Street program is recognized among the top 20 in the state of Georgia by virtue of its designation as a Georgia Exceptional Main Street (GEMS) community; and

WHEREAS, the six blocks comprising the Public Square (the B-3 Zoning District) create one of the most engaging spaces in any Georgia city, and hold a building, the Gold Museum, that is one of the few in the state outside Savannah to date back to the post-colonial period; and

WHEREAS, unlike other Georgia county seats, Dahlonega's Public Square has architecture that is uniquely derived from the vernacular patterns and folkways that migrated south through the mountain valleys shortly after the War of 1812; and

WHEREAS, it is because of this highly individual context that the B-3 zoning district around the Public Square is considered a very specific design envelope that incorporates shops and other workplaces consistent with the unique character of the City center, the natural byproduct of which is to create a special business ambiance; and

WHEREAS, the Dahlonega B-3 district is one of a very precious few traditional business districts still in existence much as the town was first designed, in which its shops, workplaces, parks and civic facilities co-exist in relative harmony, its streets invite walking and its architectural styles create a sense of timelessness that have contributed to a strong sense of community – a village atmosphere; and

WHEREAS, the B-3 zoning district is for open and inviting retail storefronts that impart a sense of streetscape continuity to pedestrians that enhances the village atmosphere; and

WHEREAS, the City of Dahlonega established its Historic District regulations in the year 1965, and later created an Historic Preservation Commission appointing committee members that represent the perspectives of business operators, property owners, and the residents at large, and charging its members with enhancing the economic and physical characteristics of the business areas of Dahlonega aimed at preserving and enhancing Dahlonega’s historical village atmosphere which occurs in the B-3 district; and

WHEREAS, the Downtown Development Authority, pursuant to a lengthy and inclusionary public participatory process, developed the Dahlonega Downtown Master Plan, the purpose of which was to provide a coherent framework to foster a vibrant commercial sector in the City that is economically sound for merchants and property owners, well-balanced in its appeal and aesthetically and environmentally suitable to the small-town, low-density character of the City of Dahlonega’s B-3 district; and

WHEREAS, notwithstanding the marketability of a retailer’s goods or services or the visual attractiveness of the storefront, an over-abundance of certain kinds of businesses can be counterproductive and otherwise detract from the appeal of the B-3 streetscape fostered by the work of the Historic Preservation Commission, the Downtown Development Authority and the City Council; and

WHEREAS, the addition of formula businesses in the B-3 district, if not monitored and regulated, will serve to frustrate the City’s primary goal which is to maintain a unique sense of community and village themes. Specifically the unregulated and unmonitored establishment of formula business uses will unduly limit or eliminate business establishment opportunities for other businesses, many of which tend to be non-traditional or unique, and unduly skew the mix of businesses towards national retailers in lieu of local or regional retailers, thereby decreasing the likelihood of a diversity of retail activity; and

WHEREAS, in light of the foregoing considerations, the City Council has determined that the public welfare of the City’s retail, business and tourist based community, as articulated in the previous paragraphs will best be served and advanced by monitoring and regulating the establishment of formula businesses in the B-3 district through the mechanism of special use permits issued by the City Council of the City of Dahlonega.

NOW, THEREFORE, be it ordained, and it is so ordained by the authority of the City Council of Dahlonega, that for purposes of describing the circumstances which warrant the adoption of an ordinance amendment regulating formula businesses, the City Council hereby adopts and makes the findings discussed in the "Whereas" paragraphs above the factual findings of the Council; and further ordains that Subpart B, Appendix B, Article XVI, Section 1607, shall be amended by adding a new section to read as follows:

Sec. 1607 – Formula Business Establishments.

- (1) Definitions. “Formula Business“ means a type of commercial business establishment, retail sales or rental activity and retail sales or rental establishment, including restaurants, hotels and motels, which, along with ten (10) or more other establishments, maintains two (2) or more of the following features: (i) standardized array of merchandise or standardized menu; (ii) standard façade; (iii) standardized internal décor or color scheme; (iv) uniform apparel; (v) standardized signage; or (vi) trademark or service mark; provided, however, a “formula business” shall not include an automated, standalone vending machine.

- (a) “Standardized array of merchandise” means fifty (50%) percent or more of in-stock merchandise from a single distributor bearing uniform markings.

- (b) “Trademark” means a word, phrase, symbol or design, or a combination of words, phrases, symbols or designs that identifies and distinguishes the source of the goods from one party from those of others.
 - (c) “Servicemark” means a word, phrase, symbol or design, or a combination or words, phrases, symbols or designs that identifies and distinguishes the source of a service from one party from those of others.
 - (d) “Décor” means the style of interior furnishings, which may include but is not limited to, style of furniture, wallcoverings or permanent fixtures.
 - (e) “Color scheme” means selection of colors used throughout, such as on the furnishings, permanent fixtures, and wallcoverings, or as used on the façade.
 - (f) “Façade” means the face or front of a building, including awnings, looking onto a street or an open space.
 - (g) “Uniform apparel” means standardized items of clothing including but not limited to standardized aprons, pants, shirts, smocks or dresses, hat, and pins (other than name tags) as well as standardized colors of clothing.
 - (h) “Signage” means a “sign” as defined in Sec. 123-4 of the Code of the City of Dahlonega.
 - (i) “Standardized” does not mean identical but means “substantially the same.”
- (2) Purpose. The purpose of this section is to regulate the location of formula business establishments in order to maintain the village atmosphere, tourist attracting small town character of the B-3 zoning district of the City, the diversity of the community’s unique commercial areas and quality of life for visitors and residents.
- (3) Regulation.
- (a) A formula business may only be established on a site after obtaining a conditional use permit from the City for the operation of that use on such site, subject to the limitations of this section. Change of ownership, by itself, shall not require obtaining a conditional use permit pursuant to this section.
 - (b) In addition to the findings required by Sec. 2608 as a prerequisite to the issuance of a conditional use permit, the City Council shall make all of the following findings prior to the issuance of a conditional use permit for a formula business:
 - i. The establishment is compatible with existing surrounding uses, and has been designed and will be operated in a non-obtrusive manner to preserve the community’s character and ambiance;
 - ii. The establishment is consistent with the City’s comprehensive plan and other adopted planning documents;
 - iii. The establishment will contribute to an appropriate balance of local, regional or national based businesses in the overall community.
- (4) Applicability. This section is in addition to, and not in replacement of, any other regulations set forth elsewhere in this title. In the event of a conflict between the provisions of this section and any other regulations in this title the provisions of this section shall prevail.
- (5) Existing formula retail establishments. Formula business establishments existing and/or permitted for construction on the date of adoption of this ordinance amendment are

nonconforming structures as such are defined and regulated elsewhere in the ordinances and regulations of the City of Dahlonega.

- (6) Burden of proof. In the event the City determines that a permit application or permit subject to this section is for a formula business, the permit applicant or holder bears the burden of proving to the City that the proposed or existing use does not constitute a formula business.

It is so Ordained this ___ day of _____, 2021.

By: _____
Sam Norton, Mayor

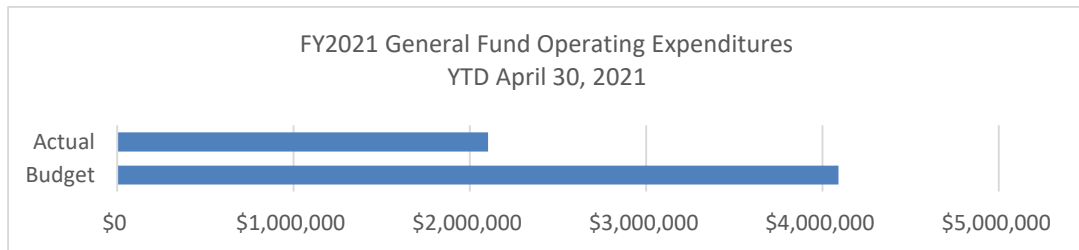
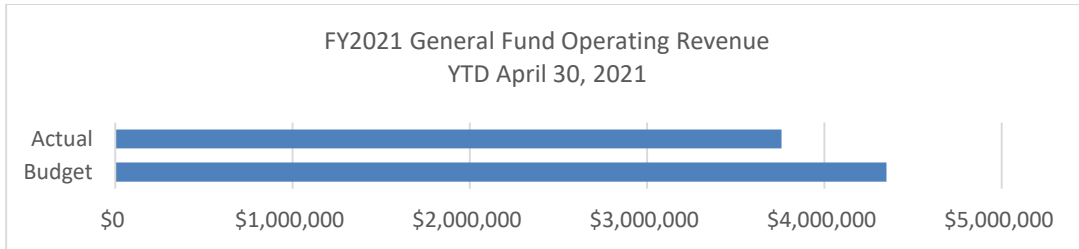
Attest: _____
Mary Csukas, City Clerk



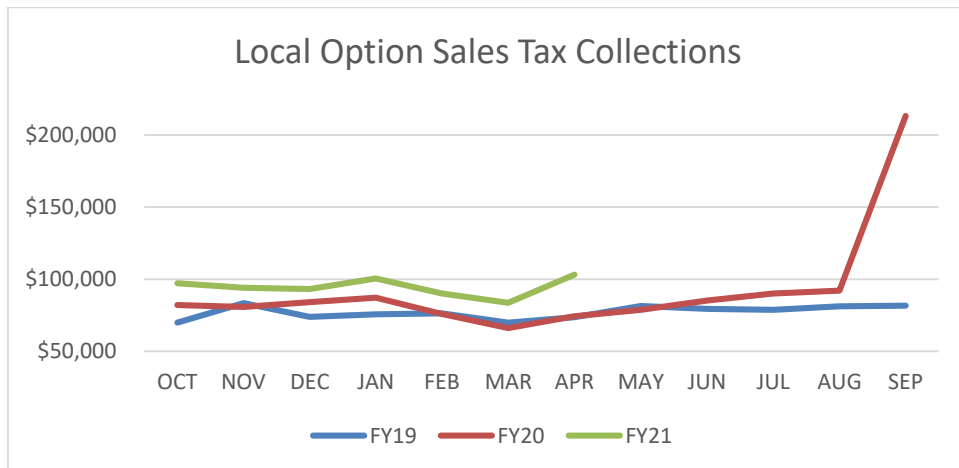
CITY OF DAHLONEGA MONTHLY FINANCIAL REPORTS

For the Seven Months Ended April 30, 2021

GENERAL FUND



- Property taxes were billed in October with a due date of December 21. Collections through March 31 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 20.2% more than last fiscal year and 26.6% 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.



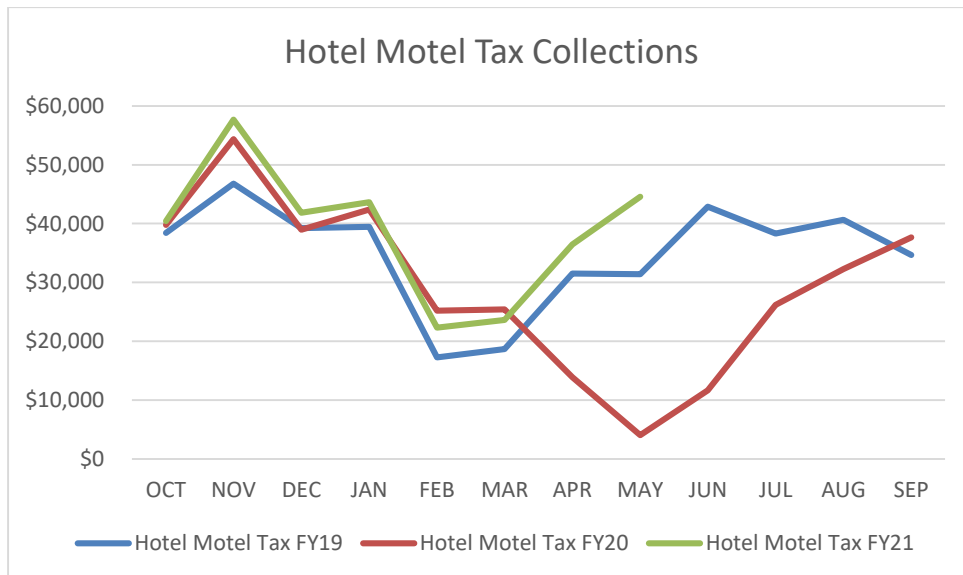
- The annual payment from Georgia Power for electric franchise tax was received in February: the amount received was \$385,838 compared to the prior year amount of \$424,642 (9.1% decrease). The Pandemic had a significant impact on electric sales with the closure of schools and businesses.
- The annual revenue for Insurance Premium Tax has been received in the amount of \$422,760, which is 6.8% greater than received last fiscal year.
- Insurance Premium Tax (received annually from the State) has been received (\$422,760) and is 6.8% more than last 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 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.

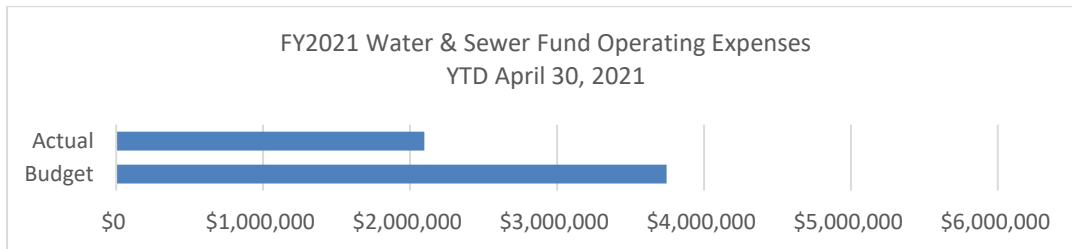
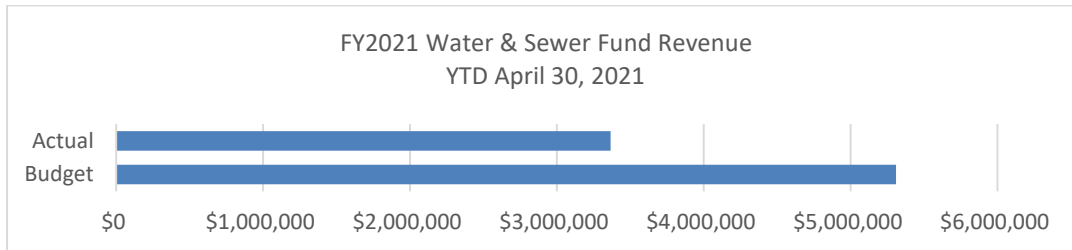
HOTEL/MOTEL TAX FUND

- Tax revenue collections experienced a sharp decline in April 2020 with the onset of the Pandemic. Beginning in September 2020, collections 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 0.9% greater than last fiscal year, but is 1.4% less than FY2019.
- All department expenses are in line with the budget.



SOLID WASTE ENTERPRISE FUND

- Refuse Collection Charges are 10.1% 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 a seven 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 Melody Marlowe 05/24/2021)

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE	% BDGT USED
			04/30/2021 NORMAL (ABNORMAL)	
Fund 100 - GENERAL FUND				
	GENERAL PROPERTY TAXES	1,734,800.00	1,667,572.72	96.12
	GENERAL SALES AND USE TAXES	937,972.00	661,556.33	70.53
	SELECTIVE SALES AND USE TAXES	211,600.00	127,667.87	60.33
	ALCOHOLIC BEVERAGES LICENSES	115,300.00	127,675.00	110.73
	BUSINESS TAXES	497,900.00	556,632.08	111.80
	PENALTIES AND INTEREST	2,700.00	1,612.17	59.71
	PERMITS AND FEES	46,600.00	46,458.96	99.70
	INTERGOVERNMENTAL REVENUE	28,646.00	17,877.02	62.41
	CHARGES FOR SERVICES	558,860.00	346,584.83	62.02
	FINES AND FORFEITURES	131,000.00	149,221.42	113.91
	INVESTMENT INCOME	42,000.00	1,790.30	4.26
	CONTRIBUTIONS AND DONATIONS	0.00	100.00	100.00
	MISCELLANEOUS REVENUE	6,000.00	6,101.39	101.69
	OTHER FINANCING SOURCES	10,000.00	24,500.00	245.00
	OTHER CHARGES FOR SERVICES	15,000.00	15,589.00	103.93
	TRANSFERS IN FROM OTHER FUNDS	11,269.00	6,568.65	58.29
	APPROPRIATED FUND BALANCE	606,480.00	0.00	0.00
	TOTAL REVENUES	4,956,127.00	3,757,507.74	75.82
	LEGISLATIVE	206,312.00	80,059.73	38.81
	EXECUTIVE	241,941.00	145,056.79	59.96
	ELECTIONS	11,940.00	0.00	0.00
	GENERAL ADMINISTRATION	931,050.00	552,763.83	59.37
	MINICIPAL COURT	309,568.00	150,282.02	48.55
	CITY MARSHAL	529,744.00	229,771.64	43.37
	PUBLIC WORKS ADMINISTRATION	145,171.00	51,555.55	35.51
	STREETS	1,145,179.00	648,010.15	56.59
	MAINTENANCE AND SHOP	101,137.00	60,293.04	59.62
	CEMETERY	62,206.00	11,729.56	18.86
	PARKS	50,550.00	33,887.31	67.04
	COMMUNITY DEVELOPMENT	272,782.00	139,423.54	51.11
	NON-DEPARTMENTAL	81,717.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	866,830.00	505,650.65	58.33
	TOTAL EXPENDITURES	4,956,127.00	2,608,483.81	52.63
Fund 100 - GENERAL FUND:				
	TOTAL REVENUES	4,956,127.00	3,757,507.74	75.82
	TOTAL EXPENDITURES	4,956,127.00	2,608,483.81	52.63
	NET OF REVENUES & EXPENDITURES	0.00	1,149,023.93	100.00

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 04/30/2021 NORMAL (ABNORMAL)	% BDGT USED
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY				
	DAHLONEGA 2000	800.00	0.00	0.00
	CHARGES FOR SERVICES	200.00	267.80	133.90
	INVESTMENT INCOME	0.00	268.29	100.00
	TRANSFERS IN FROM OTHER FUNDS	284,434.00	165,919.82	58.33
	TOTAL REVENUES	285,434.00	166,455.91	58.32
	DDA ADMINISTRATION	195,298.00	71,169.91	36.44
	TOURISM	56,472.00	1,807.47	3.20
	DOWNTOWN DEVELOPMENT	33,664.00	4,651.19	13.82
	TOTAL EXPENDITURES	285,434.00	77,628.57	27.20
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY:				
	TOTAL REVENUES	285,434.00	166,455.91	58.32
	TOTAL EXPENDITURES	285,434.00	77,628.57	27.20
	NET OF REVENUES & EXPENDITURES	0.00	88,827.34	100.00

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 04/30/2021 NORMAL (ABNORMAL)	% BDGT USED
Fund 275 - HOTEL/MOTEL TAX FUND				
	HOTEL/MOTEL TAXES	375,646.00	265,992.03	70.81
	INVESTMENT INCOME	0.00	33.50	100.00
	TOTAL REVENUES	375,646.00	266,025.53	70.82
	PURCHASES/CONTRACTED SERVICES	250,000.00	149,999.99	60.00
	TRANSFERS OUT TO OTHER FUNDS	125,646.00	73,293.61	58.33
	TOTAL EXPENDITURES	375,646.00	223,293.60	59.44
Fund 275 - HOTEL/MOTEL TAX FUND:				
	TOTAL REVENUES	375,646.00	266,025.53	70.82
	TOTAL EXPENDITURES	375,646.00	223,293.60	59.44
	NET OF REVENUES & EXPENDITURES	0.00	42,731.93	100.00

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			04/30/2021 NORMAL (ABNORMAL)		
Fund 505 - WATER AND SEWER ENTERPRISE FUND					
	INVESTMENT INCOME	46,000.00	3,397.87		7.39
	MISCELLANEOUS REVENUE	500.00	2,935.18		587.04
	OTHER FINANCING SOURCES	0.00	8,000.00		100.00
	WATER CHARGES	2,728,000.00	1,768,081.24		64.81
	TAP FEES - WATER	100,000.00	62,265.00		62.27
	SEWER CHARGES	1,855,900.00	1,203,900.30		64.87
	TAP FEES - SEWER	100,000.00	59,750.00		59.75
	OTHER CHARGES FOR SERVICES	107,400.00	41,396.98		38.54
	TRANSFERS IN FROM OTHER FUNDS	371,845.00	216,909.65		58.33
	APPROPRIATED NET ASSETS	1,692,661.00	0.00		0.00
	TOTAL REVENUES	7,002,306.00	3,366,636.22		48.08
	SEWER LIFT STATIONS	224,991.00	119,717.30		53.21
	SEWER TREATMENT PLANT	690,141.00	382,133.45		55.37
	DISTRIBUTION AND COLLECTION	896,670.00	487,785.58		54.40
	WATER SUPPLY	150,561.00	62,567.68		41.56
	WATER TREATMENT PLANT	1,707,682.00	1,004,677.41		58.83
	CAPITAL OUTLAYS	1,451,954.00	218,273.53		15.03
	INTERFUND CHARGES	67,500.00	39,375.00		58.33
	DEPRECIATION AND AMORTIZATION	1,805,227.00	1,053,045.00		58.33
	OTHER COSTS	7,580.00	0.00		0.00
	TOTAL EXPENDITURES	7,002,306.00	3,367,574.95		48.09
Fund 505 - WATER AND SEWER ENTERPRISE FUND:					
	TOTAL REVENUES	7,002,306.00	3,366,636.22		48.08
	TOTAL EXPENDITURES	7,002,306.00	3,367,574.95		48.09
	NET OF REVENUES & EXPENDITURES	0.00	(938.73)		100.00

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE	% BDGT USED
			04/30/2021 NORMAL (ABNORMAL)	
Fund 540 - SOLID WASTE ENTERPRISE FUND				
	CHARGES FOR SERVICES	500.00	675.00	135.00
	INVESTMENT INCOME	0.00	241.50	100.00
	OTHER CHARGES FOR SERVICES	6,000.00	4,397.14	73.29
	REFUSE COLLECTION CHARGES	918,900.00	596,642.46	64.93
	APPROPRIATED NET ASSETS	30,657.00	0.00	0.00
	TOTAL REVENUES	956,057.00	601,956.10	62.96
PERSONAL SERVICES AND EMPLOYEE BENEFITS				
	PURCHASES/CONTRACTED SERVICES	525,795.00	294,236.55	55.96
	SUPPLIES	261,994.00	143,586.50	54.81
	CAPITAL OUTLAYS	73,400.00	40,967.01	55.81
	DEPRECIATION AND AMORTIZATION	30,000.00	26,124.00	87.08
	DEBT SERVICE	58,268.00	33,992.00	58.34
	TOTAL EXPENDITURES	956,057.00	541,150.99	56.60
Fund 540 - SOLID WASTE ENTERPRISE FUND:				
	TOTAL REVENUES	956,057.00	601,956.10	62.96
	TOTAL EXPENDITURES	956,057.00	541,150.99	56.60
	NET OF REVENUES & EXPENDITURES	0.00	60,805.11	100.00

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE	% BDGT USED
			04/30/2021 NORMAL (ABNORMAL)	
Fund 560 - STORMWATER ENTERPRISE FUND				
	INVESTMENT INCOME	0.00	69.92	100.00
	OTHER CHARGES FOR SERVICES	0.00	431.76	100.00
	TRANSFERS IN FROM OTHER FUNDS	844,337.00	492,529.86	58.33
	STORMWATER UTILITY CHARGES	204,818.00	118,617.82	57.91
	TOTAL REVENUES	1,049,155.00	611,649.36	58.30
	PERSONAL SERVICES AND EMPLOYEE BENEFITS	87,631.00	42,965.62	49.03
	PURCHASES/CONTRACTED SERVICES	30,400.00	1,231.92	4.05
	SUPPLIES	29,600.00	0.00	0.00
	CAPITAL OUTLAYS	431,564.00	12,762.50	2.96
	INTERFUND CHARGES	469,960.00	274,143.31	58.33
	TOTAL EXPENDITURES	1,049,155.00	331,103.35	31.56
Fund 560 - STORMWATER ENTERPRISE FUND:				
	TOTAL REVENUES	1,049,155.00	611,649.36	58.30
	TOTAL EXPENDITURES	1,049,155.00	331,103.35	31.56
	NET OF REVENUES & EXPENDITURES	0.00	280,546.01	100.00
	TOTAL REVENUES - ALL FUNDS	14,624,725.00	8,770,230.86	59.97
	TOTAL EXPENDITURES - ALL FUNDS	14,624,725.00	7,149,235.27	48.88
	NET OF REVENUES & EXPENDITURES	0.00	1,620,995.59	100.00



City Council Agenda Memo

DATE: May 31, 2021
TITLE: Amended and Restated Intergovernmental Agreement Between Lumpkin County and The City of Dahlonega Relating to the 2021 Municipal Election for the City of Dahlonega
PRESENTED BY: Mary Csukas, City Clerk

AGENDA ITEM DESCRIPTION:

Amended IGA with Lumpkin County and the City of Dahlonega for the 2021 Municipal Elections

HISTORY/PAST ACTION:

Ashley Peck, Election Superintendent Lumpkin County, assisted with previous elections with excellent results.

FINANCIAL IMPACT:

The City of Dahlonega and Lumpkin County desire to amend the prior Agreement to reflect that the City and the County will share in the expenses of the November 2, 2021 election.

RECOMMENDATION:

The staff recommends the amended IGA with Lumpkin County and the City of Dahlonega for the upcoming 2021 Municipal Election.

SUGGESTED MOTIONS:

Move that Council approves the amended IGA with Lumpkin County and the City of Dahlonega for the 2021 Municipal Election.

ATTACHMENTS:

Amended and Restated IGA Lumpkin County and City of Dahlonega.

STATE OF GEORGIA
COUNTY OF LUMPKIN

AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT BETWEEN LUMPKIN COUNTY AND THE CITY OF
DAHLONEGA RELATING TO THE 2021 MUNICIPAL ELECTION FOR THE CITY OF DAHLONEGA

THIS AGREEMENT TO CONDUCT MUNICIPAL ELECTIONS PURSUANT TO GEORGIA ELECTION CODE SECTION 21-2-45(c) (the "Agreement") is made and entered into as of the Effective Date of August 2, 2021, by and between **CITY OF DAHLONEGA, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as the "City"), and **LUMPKIN COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as the "County"). This Agreement is joined by the Lumpkin County Board of Elections and Registration to the fullest extent required by the laws of the State of Georgia.

WITNESSETH:

WHEREAS, under the provisions of the Georgia Election Code, particularly Section 21-2-45(c) thereof, the City may by ordinance authorize the County to conduct such elections as the City deems necessary and expedient, and the City has previously adopted such an ordinance;
and

WHEREAS, the City previously contracted with the County, with the approval of the Lumpkin County Board of Elections and Registration, to conduct the City's 2021 General Municipal/Special Election to be held on November 2, 2021; and

WHEREAS, the County will now also be holding a Special Election on November 2, 2021;
and

WHEREAS, the City and the County desire to amend the prior Agreement to reflect that the City and the County will share in the expenses of the November 2, 2021 election; and

WHEREAS, the City has authorized the Mayor and Clerk to enter into this Agreement with the County, and the County has agreed to conduct and supervise the 2021 General Municipal/Special Election to be held on November 2, 2021 for the City upon the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement was presented and approved at meetings of the governing authorities of both the County and the City pursuant to lawful and duly given notice as required by O.C.G.A. 50-14-1 et seq.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings of the parties hereto the City and County agree as follows:

1.

With respect to the 2021 Municipal General/Special Election to be held November 2, 2021, the Lumpkin County Board of Elections and Registration shall conduct the election for the City at the Office of the Lumpkin County Board of Elections and Registration and/or such other precinct locations as determined by the Lumpkin County Board of Elections and Registration.

2.

The Lumpkin County Board of Elections and Registration shall perform all duties as set forth and labeled as "County" in Exhibit A attached hereto and incorporated herein by reference. The Lumpkin County Board of Elections and Registration shall determine the procedures and mechanisms used in carrying out all duties established in Exhibit A and labeled as "County". The City shall perform all duties as set forth and labeled as "City" in Exhibit A

attached hereto and incorporated herein by reference. The City shall determine the procedures and mechanisms used in carrying out all duties established in Exhibit A and labeled as "City."

3.

The City shall reimburse the County for one-half of the expenses incurred by the County and its Board of Elections and Registration associated with the 2021 Municipal General/Special Election and the County's Special Election to be held on November 2, 2021, including, without limitation, the compensation of time and required trainings of the County Elections Manager, the Elections Technician, Board of Elections Members, and all poll workers, and the cost of materials and supplies needed to conduct said election. Such expenses shall be submitted to the City within sixty (60) days of the conclusion of the election covered by this agreement, and such expenses shall be paid by the City within thirty (30) days of the date of such invoice.

4.

As a part of the duties of the Lumpkin County Board of Elections and Registration, it shall perform all duties as superintendent of elections for the City during the term of this agreement; provided however, that the Lumpkin County Board of Elections and Registration shall have no responsibility hereunder with respect to the matters specifically reserved to the City in Exhibit A.

5.

The County shall not be responsible for the furnishing of any legal services in the form of legal opinion or defenses in any litigation arising by reason of the 2021 General Municipal/Special Election; all such services shall be furnished by the City at no cost to the County. Notwithstanding the foregoing, in the event that the Board of Elections and

Registration is required to hear any challenge(s) regarding the November General Municipal/Special Election of whatever kind (e.g. challenge to candidacy or to electors, etc.), the Board of Elections and Registration shall have the right to be advised and represented by its legal counsel, and the City shall, within thirty (30) days of request from the Board of Elections and Registration, fully reimburse the County any and all legal fees and other costs and expenses incurred by it (through its Board of Elections and Registration) in connection with all such challenge(s). It is additionally understood and agreed that the City shall be solely responsible for obtaining preclearance, if any, required by law from the U.S. Department of Justice in connection with the 2021 General Municipal/Special Election.

In the event the County or its Board of Elections and Registration is named in any complaint or lawsuit involving the 2021 General Municipal/Special Election, the County or its Board of Elections and Registration shall have the right to be advised and represented by its own legal counsel, and the City shall, within thirty (30) days of request from the County or its Board of Elections and Registration, fully reimburse the County for any and all legal fees and other costs and expenses incurred by the County and its Board of Elections and Registration in connection with all such complaint or lawsuit.

6.

The Contract may be terminated by either party by giving notice to the other party, in writing, of its intent to terminate this Contract no fewer than ninety (90) days prior to the effective date of such termination. In the event of termination, any funds due to the County by the City for work performed by the Board of Elections and Registration through the date of

termination shall be paid by the City no later than thirty (30) days following the date of termination of the Contract.

7.

In all events, all elections conducted for the City by the Lumpkin County Board of Elections and Registration shall be conducted in accordance with the provisions of Title 1 and Title 21 of the Official Code of Georgia Annotated and all other applicable laws.

8.

This Agreement is made between and limited to the County and City, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the County (and its Board of Elections and Registration) and City, and no other person or entity shall be considered a third-party beneficiary by virtue of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

9.

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or enforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective as of the day and year first written above.

LUMPKIN COUNTY, GEORGIA

By: _____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

ATTEST:

Melissa Witcher, County Clerk
Lumpkin County

CITY OF DAHLONEGA

By: _____
Sam Norton, Mayor
City of Dahlonega

ATTEST:

Mary Csukas, City Clerk
City of Dahlonega

LUMPKIN COUNTY BOARD OF ELECTIONS AND REGISTRATION

By: _____
Dottie Krull, Chairperson
Lumpkin County Board of Elections

ATTEST:

Ashley Peck, Supervisor of Elections
Lumpkin County Board of Elections