



# CITY OF DAHLONEGA

## Council Meeting Agenda

July 06, 2020 6:00 PM

Gary McCullough Chambers, Dahlonega City Hall

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In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 706-864-6133.

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### 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 - May 18, 2020
- [b.](#) Council Meeting Minutes - June 1, 2020
- [c.](#) Work Session Minutes - June 15, 2020
- [d.](#) Special Called Meeting Minutes - June 15, 2020

### RECOGNITION

- [1.](#) Council Member JoAnne Taylor - First Vice President GMA District 2 Office, Sam Norton, Mayor
- [2.](#) Appointment to The Historic Preservation Commission, Sam Norton, Mayor
- [3.](#) Appointment to The Historic Preservation Commission, Sam Norton, Mayor

### ORDINANCE AND RESOLUTION:

- [4.](#) Modification of GEFA Promissory Notes, Melody Marlowe, Finance Director

### OLD BUSINESS:

- [5.](#) Award Recommendation-Wimpy Mill Pedestrian Bridge and Kayak Launch Construction Tasks  
Mark Buchanan, Public Works
- [6.](#) Binding Letter of Intent between the University of North Georgia and the City of Dahlonega  
Doug Parks, City Attorney
- [7.](#) Stormwater Management Schedule – Information Only, Bill Schmid, City Manager

### NEW BUSINESS:

- [8.](#) Alcoholic Beverage License Application – Hamilton Meat Market, Mary Csukas, City Clerk
- [9.](#) Alcoholic Beverage License Application – 1959 Business 13 LLC., Mary Csukas, City Clerk
- [10.](#) Principles of Public Service Ethics, Mary Csukas, City Clerk
- [11.](#) Financial Reports - May 2020

Melody Marlowe, Finance Director

### COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments  
City Manager Comments  
City Attorney Comments  
City Council Comments  
Mayor Comments

### ADJOURNMENT



**CITY OF DAHLONEGA  
COUNCIL WORK SESSION MINUTES**

**MAY 18, 2020 4:00 PM**

**ZOOM MEETING PLATFORM, DAHLONEGA CITY HALL**

Present – Zoom Mayor Sam Norton Council Member Roman Gaddis Council Member Mitchell Ridley Council Member Ron Larson Council Member JoAnne Taylor Council Member Helen Hardman Council Member Johnny Ariemma	Present – Zoom City Manager Bill Schmid City Clerk Mary Csukas Director Melody Marlowe Director Kevin Herrit Marshal Jeff Branyon	Present – Zoom City Attorney Doug Parks Director Shannon Ferguson DDA Program Assistant Cari McDuffie Tourism Director Sam McDuffie Chamber President Robb Nichols
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**CALL TO ORDER AND WELCOME**

Mayor Norton called the Work Session to order at 4:03 p.m.

**BOARDS & COMMITTEES:**

1. Cemetery Committee - April 2020, Bill Schmid, City Manager  
Ground-penetrating radar will be a proposed budget item for the FY 2021 Budget
2. Downtown Development Authority – April 2020, Shannon Ferguson, Executive Director  
Downtown Development Authority is working on design ideas that favor both historic tax credits and other design ideas. Construction on the Head House is at least five months out, with the sidewalk project planned to run concurrently to allow for the seamless design of the project.
  - o Council Member Larson inquired into the design ideas for the Head House. Director Ferguson stated that preliminary architectural designs show DDA offices upstairs and retail or restaurant on the lower floor. DDA recommends a restaurant tenant for the downstairs space; it would be the highest and best use.
  - o Council Member Ariemma stated that owners of vacant properties in downtown need information on those potential restaurant companies vying for the Head House.
  - o Council Member Taylor asked DDA to showcase the Head House project in the newsletter.
  - o Council Member Ridley requested access to the design plans for the Head House.
  - o Council Member Hardman agrees with the recommendation of an upscale restaurant in the design process of the Head House.

**DEPARTMENT REPORTS:**

3. City Marshal - April 2020, Branyon Jeff, City Marshal
  - o The Marshal's department is back to regular enforcement as of today, Monday, May 18, 2020.

4. Community Development – April 2020, Kevin Herrit, Director
  - Online permitting now allows for open and close of cemetery plots, land development, and platting. Special events applications will be available online soon.
  - Mayor Norton asked for an update on paid parking space rentals associated with the Downtown Hotel.
  - Council Members asked that wine tastings to be allowed on our sidewalks by this fall.
5. Financial Services – April 2020, Melody Marlowe, Director
  - BS&A software training is complete. All the processes are now electronic, which required a new firewall. This firewall now allows employees to work remotely.
  - Council Member Taylor praised the finance department for the execution of the new software program.
6. Public Works – April 2020, Mark Buchanan, PW Director/City Engineer
  - Council Member Ariemma praised the public works department on the savings associated with the Dairy Queen project. This project was under budget, allowing a Savings of \$100,000, which will adjust capital improvement plans. The savings came from the use of City staff to handle the project.
  - The Mechanic street handrail project is complete.
7. Water & Wastewater Treatment - April 2020, John Jarrard, Water/Wastewater Treatment Director
  - The COVID 19 pandemic impacted our water usage with a 30% decrease in the first few months, and the summer months, which usually show less water usage, will be affected in the range of 15% decrease. The City will need to see water use improvement by Fall 2020.

#### ITEMS FOR DISCUSSION:

8. Municipal Judge Contract - Judge Law, Bill Schmid, City Manager

In 2016, the City Manager received approval to approve contracts, and in 2017 the Mayor was given the ability to review the approved contracts. Currently, the Council is thinking of reviewing all contracts.
9. Stormwater Management, Ed DiTommaso, Goodwyn, Mills, Cawood

Mr. Tommaso presented an update on the stormwater fee ordinance to Council for discussion:

  - Ensure that we have fair equity of stormwater fees.
  - Ensure stormwater fees assist in offsetting property taxes.
  - Possible challenges with implementing in 2021 due to significant budget cuts in many companies and agencies.
  - Stormwater utility fee programs are the only avenue to have large entities pay their fair share of the stormwater cost through this fee program.

Mayor Norton - implementation of this program in January 2021 will require an ordinance review at the June meeting. A millage reduction will also be associated with the implementation of this program. We expect to hold open meetings for the public soon and the adoption of the stormwater program in January 2021 or later.

10. July 4th Celebration, Shannon Ferguson, Director

Council discussed a possible 4th of July celebration under Main Street with a Parade, 5K Run, and Fireworks. The ongoing requirements of COVID will mandate the safety requirements of this event.

- Social distancing is a requirement for music and wine in Hancock Park.
- Determine if UNG will allow fireworks on campus; the cost is \$1000 per minute.
- Limit activity with music, wine, and food trucks.
- Small music groups throughout downtown.

Shannon requested a more definitive direction from Council, City Manager, and City Attorney on how to handle events in a pandemic environment. The Mayor advised music around town, food trucks, and wine and a discussion with the college. if fireworks are allowed at UNG.

**COMMENTS – PLEASE LIMIT TO THREE MINUTES**

Downtown Development and Main Street Comments

- Farmers Market – The Farmers Market is going virtual as only one application was submitted for the farmers market this year. Currently, the farmers market will remain under Main Street as we look for a partner. Mayor Norton asked the DDA to find a solution for hosting the Farmers Market in Hancock Park.
- App Jam is on hold for the time being.

Tourism Director Comments

- Sam McDuffie informed Council that the Visitors Center was open on Saturday and Sunday these past two weeks, but beginning this weekend, the center will be open Friday- Monday.
- The Discovery Guide will be available this week in digital and paper form.
- We are discussing commercial options to inform visitors that the Mountains are open with a voice-over from the Mayor and new photos.

Clerk Comments - No comments

City Manager Comments

- Water usage might increase in the coming months with the reopening of Koyo.

City Attorney Comments

- We will evaluate the stormwater ordinance starting tomorrow.

City Council Comments

- The Southeastern Tourism Society marketing training program at is the Mercer University this year. Macon University has agreed to house the marketing students during the last week of July 2020. Sam McDuffie will work with the Southeastern Tourism Society to bring the marketing college training program back to Dahlgonega in 2021.
- Council discussed the best format of upcoming council meetings in relation to COVID-19 restrictions.
- COVID 19 numbers are at 82 cases with one death and six hospitalized.

Mayor Comments

- The Chamblee Council met in their Chamber this week and were exposure to the coronavirus.
- A citizen is requesting that we fly the flag at half-mast for the front-line workers during this pandemic.

Mayor Norton adjourned the meeting at 6:14 p.m.





## CITY OF DAHLONEGA Council Meeting Minutes

June 01, 2020, 6:00 p.m.

Zoom Meeting Platform, Dahlonega City Hall

PRESENT – Zoom Mayor Sam Norton - absent Council Member Roman Gaddis Council Member Mitchell Ridley Council Member Ron Larson Council Member JoAnne Taylor Council Member Helen Hardman Council Member Johnny Ariemma	PRESENT- Zoom City Clerk Mary Csukas Director Melody Marlowe City Manager Bill Schmid Director Mark Buchanan Director Kevin Herit Marshal Jeff Branyon	PRESENT – Zoom City Attorney Doug Parks Director Shannon Ferguson DDA Program Assistant Director Carolyn McDuffie Tourism Director Sam McDuffie Chamber President Rob Nichols
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### CALL TO ORDER AND WELCOME

Mayor Pro-Tempore Gaddis called the meeting to order at 6:00 p.m.

### PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

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

### APPROVAL OF AGENDA

Mayor Pro-Tempore Gaddis called for a motion to amend and approve the agenda to include Budget Funds Transfer.

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

*Voting Yea: Council Member Hardman, Council Member Taylor, Council Member Ridley, Council Member Larson, Council Member Ariemma.*

### PUBLIC COMMENT – PLEASE LIMIT TO THREE MINUTES

- No comments

### APPROVAL OF MINUTES – Mary Csukas, City Clerk

Mayor Pro-Tempore Gaddis called for a motion to approve all Meeting Minutes as presented; Special Called Meeting Minutes - March 25, 2020, Special Called Meeting Minutes - April 1, 2020, Council Meeting Minutes - April 6, 2020, Work Session Minutes - April 20, 2020, Council Meeting Minutes - May 4, 2020, Special Called Meeting Minutes - May 13, 2020

*Motion made by Council Member Ariemma, Seconded by Council Member Ridley.*

*Voting Yea: Council Member Hardman, Council Member Taylor, Council Member Ridley, Council Member Larson, Council Member Ariemma*

#### ORDINANCE AND RESOLUTION – Bill Schmid, City Manager

1. Resolution 2020-10: Authorization to develop a stormwater management system  
Mayor Pro-Tempore Gaddis reminded Council that this Resolution 2020-10 is to allow the adoption of the Stormwater Ordinance and Stormwater Credit in the FY2021 Budget process. Stormwater has been a topic of interest with the City Council since 1998.

Mayor-Pro-Tempore Gaddis called for a motion to approve Resolution 2020-10: Authorization to develop a stormwater management system.

*Motion made by Council Member Taylor, Seconded by Council Member Hardman.*

- Council Member Ariemma sees the Stormwater Management Program as an essential tool for equitable disbursement of Stormwater costs.

*Voting Yea: Council Member Hardman, Council Member Taylor, Council Member Ridley, Council Member Larson, Council Member Ariemma*

Mayor Pro-Tempore Gaddis stated that Resolution 2020-10 stormwater management steps in the right direction to allow the City to utilize the General Fund better with the possibility of Stormwater fees.

#### OLD BUSINESS – Mark Buchanan, PW Director/City Engineer

2. Columbarium
  - Eickhoff Columbarium has been selected as the vendor for the procurement of an Ossuaries and Columbarium in Memorial Cemetery with room for 180 Ossuary sites and 80 niches. The expected cost is \$47,000. This presentation is informational only as this item does not require Council approval.
3. Wimpy Mill Pedestrian Bridge and Kayak Launch Project Update
  - The Georgia Department of Natural Resources recently amended the RTP Grant to extend the completion deadline to October 15, 2021. The completion date is July 2, 2021, and the grant award remains at \$134,501.72.
  - The Staff has collected quotes for each of the required components of this project and expects to award selection to vendors soon. The five critical components of this project indicate an initial cost of below \$500,000.
4. Update on Morrison Moore Pedestrian Bridge and Sidewalks Project
  - The City, Preliminary Engineering Review Committee, has determined Wood Engineering as the preliminary Engineering service, per GDOT guidelines. We are expecting favorable negotiation and approval from GDOT; expect a recommendation for the award soon.
  - This project is funded through GDOT. Funding for the Preliminary Engineering Service has been set, but negotiations for construction cost will follow later. This is a high price project.
  - Preliminary drawings will be made available on the City website as requested.

#### NEW BUSINESS

5. Financial Reports - April 2020, Melody Marlowe, Director
  - The Financial report shows better than anticipated numbers previously expected with the amended COVID 19 Budget.

6. Budget Transfer of Funds, Bill Schmid, City Manager
- Request to amend the COVID-19 budget requires Council Approval. Mark Buchanan is requesting a \$15,000 transfer from the parking lot project at City Hall to the paving work project at City Park.
  - With the original vendors pulling out of the City Park paving project, the next step only required other quotes in line with the initial bids.

Mayor Pro-Tempore Gaddis called for a motion to approve the Budget Transfer of Funds of \$15,000 from the paving project at City Hall to the paving project at the City Park.

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

*Voting Yea: Council Member Hardman, Council Member Taylor, Council Member Ridley, Council Member Larson, Council Member Ariemma.*

#### COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments – No comments

City Manager Comments

- Commend the Staff and Council for the tremendous work done during this COVID 19 crisis, and I am pleased with where we are as a community.

City Attorney Comments – No comments

City Council Comments

- Council Member Ariemma requested information on City Contracts
- Council Member Ridley discussed outside wine tasting.
- Council Member Larson requested further discussion on recycling in the City in conjunction with the County.
- Council Member Taylor commended Staff for keeping the City working so well under these challenging times under COVID-19.

Mayor Comments

- The Council has taken a big step to secure Dahlonge's future with the passing of the Stormwater Resolution.

#### ADJOURNMENT

Mayor Pro-Tempore Gaddis called for a motion to adjourn the meeting at 6:44 p.m.

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

*Voting Yea: Council Member Hardman, Council Member Taylor, Council Member Ridley, Council Member Larson, Council Member Ariemma.*

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Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Attest: \_\_\_\_\_ Mary Csukas, City Clerk



# CITY OF DAHLONEGA

## Council Work Session Minutes

June 15, 2020, 4:00 p.m.

Zoom Platform, Dahlonega City Hall

<b>PRESENT</b> Mayor Sam Norton Council Member Roman Gaddis Council Member Mitchell Ridley Council Member Ron Larson Council Member JoAnne Taylor Council Member Helen Hardman Council Member Johnny Ariemma	<b>PRESENT</b> City Clerk Mary Csukas City Manager Bill Schmid Director Melody Marlowe Director Mark Buchanan Director Kevin Herrit Superintendent John Jarrard	<b>PRESENT</b> City Attorney Doug Parks Director Shannon Ferguson DDA Program Assistant Cari McDuffie Chamber President Robb Nichols Tourism Director Sam McDuffie Mike Miller, Chairperson Hal Williams, DDA
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Mayor Norton opened the Work Session a 4:04 p.m.

### TOURISM:

1. Tourism - May 2020, Sam McDuffie, Director
  - o 75,000 Visitors Guides are available for distribution.
  - o The new tourism website prototype is complete - Discover Dahlonega.
  - o The Visitors Center has extended hours starting this week.
  - o We have had over 8000 visitors to Dahlonega in May.
  - o Mayor and Council volunteered to assist at the Visitors Center.
  - o The new tourism logo will require a change in some signage.
  - o The Council appreciates the work completed by everyone at the Visitors Center this past year.

### DEPARTMENT REPORTS:

2. City Marshal's - May 2020, Jeff Branyon, Chief Marshal
  - o Events this past weekend were without incident.
  - o Council recognized the hard work of the Marshal's Office this past year.
3. Community Development – May 2020, Kevin Herrit, Director
  - o A review of the tax accessors database is ongoing.
  - o Frequently asked questions and a project list will soon be available on our Website.
4. Financial Services – May 2020, Melody Marlowe, Finance Director
  - o Brittany Lee is the new customer service associate at the front area.
5. Public Works Department – May 2020, Mark Buchanan, PW Director/City Engineer
  - o The additional parking lot at City Hall is open.
  - o The bathroom remodeling at the City Park will begin this week.
  - o A joint recycling effort with Lumpkin County is still in the discussion stage. City Manager Schmid will keep the Council informed on a final decision for recycling.
  - o Executors of Conner Garden will rectify noticeable maintenance and upkeep issues, pointed out by Council. The City is interested in acquiring Conner Garden Property.

6. Water & Wastewater Treatment Department - May 2020, John Jarrard, Water/Wastewater Treatment Director
  - The Achasta Lift Station project is on track as required.

#### BOARDS & COMMITTEES:

7. Cemetery Committee Report May 2020, Mark Buchanan, PWD
  - Mayor and Council instructed Staff to research placement of a columbarium at Mt. Hope Cemetery for Veterans.
8. Downtown Development Authority - May 2020, Shannon Ferguson, Director
  - The Historic Designation pre-application submission is Friday, June 19, 2020.
9. Main Street- May 2020, Carolyn McDuffie, Main Street Project Coordinator
  - Pre-event meetings, press releases, video, and film productions are in the works for upcoming Events in Dahlonega.
  - Main Street is searching for a presenter to read the US Constitution during our July 4<sup>th</sup> celebration.
  - Farmers Market meeting will take place on June 25 with an official kickoff to happen with the July 4<sup>th</sup> celebration.
  - The artwork recently completed at the All-Abilities Playground in Hancock Park will feature the benches on our Website.

#### COMMENTS – PLEASE LIMIT TO THREE MINUTES

#### ITEMS FOR DISCUSSION:

10. Ordinance 2020-11 Special Events and Demonstrations, Bill Schmid, City Manager
  - Amendment One of Ordinance 2020-11 will modify the conduct of events and procedures; it will allow the City Manager and City Clerk authority to appoint a designee, someone other than themselves, to perform various functions specific to the event process.
  - Mayor Norton approves of Main Street as designees for events in Dahlonega.
  - Council Ariemma had concerns with the insurance requirements associated with events in Dahlonega. Primarily, concerns included the cost of insurance for a sponsor, the City's responsibility to assume the risk, and the burden the City Manager assumes when making decisions on high-risk events without Council approval.
  - City Manager Schmid reminded Council that no thought to the content of any event would be part of his process to approve an event application because there is a constitutional right for free expression of public speech.
  - Mayor Norton reminded Council that we have constitutional requirements to ensure all types of events can apply without being priced out of reach due to the insurance requirements. Mayor Norton believes that the City Manager and Main Street have a working relationship that allows for Council interaction as needed with all events.
11. Intergovernmental Agreement for the sale, Financing, and Redevelopment of Certain Owned Properties, Shannon Ferguson, Director
  - Director Ferguson stated that under this agreement, the City would retain title to the Head House property while the Downtown Development Authority explores the best use of the property, financing options, and arrangements.

- Under this agreement, there is a reasonable assurance that both parties will operate based on the timeline of the project and find the highest and best use of the Head House property.
  - Chairman Miller agrees that this a profitable venture for the City and Downtown Development Authority.
12. Dahlenega Stormwater Utility User Fee Credit Manual, Bill Schmid, City Manager
- City Manager Schmid informed Council that the Fee Credit Manual is the next step in the Stormwater Utility process, it is for general information only.
13. Award Recommendation-Wimpy Mill Pedestrian Bridge and Kayak Launch Construction Tasks, Mark Buchanan, PWD
- Director Buchanan requested Council reaffirm the City's acceptance of the terms of the Recreational Trails Program grant associated with the Wimpy Mill project.

Clerk Comments – no comments

City Manager Comments

- The new BS&A software implementation has facilitated budget preparation as we have started the first round of staff team meetings today.
- APP Jam will resume on June 20 with Jim O'Conner and Jim White as organizers.

City Attorney Comments

- Doug Parks will continue to research best practices and insurance requirements for events in Dahlenega.

City Council Comments

- Council Member Hardman thanked Staff for all the hard work completed during this COVID-19 environment.
- Council Member Taylor and Ridley believe City Hall should use social media to keep the public informed of all the City's good works.
- Council Member Ariemma was excited to see the hospitality industry return with guests back in town.
- Council Member Gaddis reminded Council of the importance of the Principles of Public Service Ethics that all Council Members signed when they took office.
- Council Member Larson believes that it is essential that interaction through social media communication is straightforward.

Mayor Comments

- Mayor Norton believes State Officials should adhere to the framework of state mandated rules to be the example for City and County Officials.
- The City of Dahlenega has moved forward with the intergovernmental agreement with the Downtown Development Authority. The City has a great partnership with the Lumpkin County Chamber and Tourism Board.

Mayor Norton adjourned the Work Session at 5:27 p.m.



# CITY OF DAHLONEGA

## Special Called Meeting Minutes

June 15, 2020 4:00 PM

Zoom Meeting Platform, Dahlonega City Hall

<b>PRESENT</b> Mayor Sam Norton Council Member Roman Gaddis Council Member Mitchell Ridley Council Member Ron Larson Council Member JoAnne Taylor Council Member Helen Hardman Council Member Johnny Ariemma	<b>PRESENT</b> City Clerk Mary Csukas City Manager Bill Schmid Director Melody Marlowe Director Mark Buchanan Director Kevin Herrit Superintendent John Jarrard	<b>PRESENT</b> City Attorney Doug Parks Director Shannon Ferguson DDA Program Assistant Cari McDuffie Chamber President Robb Nichols Tourism Sam McDuffie
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Mayor Norton called the meeting to order at 4:02 p.m.

Mayor Norton called for motion to approve the agenda as written.

Motion made by Council Member Taylor and seconded by Council Member Larson.

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

Mayor Norton suspend the meeting at 4:03 p.m.

Mayor Norton reconvened the meeting at 5:28 p.m.

### APPROVAL OF AGENDA

### NEW BUSINESS

1. Intergovernmental Agreement for the Sale, Financing and Redevelopment of Certain Owned Properties, Bill Schmid, City Manager.

Mayor Norton called for a motion to approve the Intergovernmental Agreement for the sale, Financing and Redevelopment of Certain Owned Properties

*Motion made by Council Member Larson and seconded by Council Member Taylor.*

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

2. Ordinance 2020-11 Special Events and Demonstrations, Bill Schmid, City Manager.

Mayor Norton called for approval of Ordinance 2020-11, Amendment One.

Motion made by Council Member Ridley and seconded by Council Member Hardman.

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

Mayor Norton adjourned the meeting at 5:30 p.m.

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Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

Attest: \_\_\_\_\_ Mary Csukas, City Clerk



President  
Phil Best  
Mayor,

First Vice President  
Vince Williams  
Mayor, Union City

Second Vice  
President  
Jim Thornton

Third Vice President  
Julie Smith  
Mayor, Tifton

Immediate Past  
President  
Linda Blechinger

Executive Director  
Larry H. Hanson

June 10, 2020

Council Member JoAnne Taylor  
City of Dahlonega  
465 Riley Rd  
Dahlonega, GA 30533-0810

Dear Council Member Taylor:

We look forward to having you serve on the GMA Board of Directors for the coming year as a District Officer.

The Board will be elected and installed during the virtual annual business meeting, which is scheduled on Thursday, July 2 from 1:30 pm to 2:30 pm. The meeting will be livestreamed from the City of Union City's City Hall, but for health and safety reasons only the incoming officers will be permitted to attend in person.

To connect to the Annual Business Meeting, you will need to register for the virtual convention by going to [www.gacitiesconvention.com](http://www.gacitiesconvention.com). Please use the promo code GMA2020. Prior to the business meeting, you will receive details on the logistics of the installation ceremony. In the meantime, if you have any questions please feel free to contact either Erica Grier at (678) 651-1015 or [epowell@gacities.com](mailto:epowell@gacities.com) or Janice Eidson at (678) 686-6256 or [jeidson@gacities.com](mailto:jeidson@gacities.com).

The swearing in ceremony will begin with GMA General Counsel Rusi Patel calling out the names of all Board members, with the exception of the officers. Once the names have been called out, he will administer the oath of office.

Thanks again for all you do for GMA and your willingness to serve the Association in this important leadership position.

Sincerely,

A handwritten signature in black ink that reads "Larry H. Hanson".

Larry H. Hanson  
Executive Director





# CITY COUNCIL AGENDA REPORT

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**DATE:** July 6, 2020  
**TITLE:** Appointment to The Historic Preservation Commission  
**PRESENTED BY:** Kevin Herrit, Director

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## **AGENDA ITEM DESCRIPTION:**

A request to move Historic Preservation Commission member Ellen Mirakovits from an Ex-Officio member to a voting member.

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## **HISTORY/PAST ACTION:**

Ellen Mirakovits was unanimously approved by Council to be an Ex-Officio member of the Historic Preservation Commission.

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## **FINANCIAL IMPACT:**

None

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## **RECOMMENDATION:**

Approve Ellen Mirakovits as a voting member of the Historic Preservation Commission.

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## **SUGGESTED MOTIONS:**

Approve Ellen Mirakovits as a voting member of the Dahlongega Historic Preservation Commission.

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## **ATTACHMENTS:**

Past Application for Ellen Mirakovits.

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APPLICATION FOR APPOINTMENT TO  
BOARD OR COMMISSION

The City Council of Dahlonega believes citizen input and specialized skills are valuable assets to the community. All City Residents should consider becoming involved in their City by service on Board or Commission. Applications are accepted throughout the year. Please complete the following and submit it with a resume to Kim Smith at ksmith@dahlonega-ga.gov, by fax to 706-864-4837 or by mail to 465 Riley Road, Dahlonega, GA 30533. Thank you for your interest in serving.

Name: Ellen Mirakovits		
Address: 338 N. Chestatee Street		
Phone: 706-300-4496	Email: emirakovits@gmail.com	
Place of Employment: Yellow Daisy B&B Occupation: Owner/Innkeeper		
Length of Residence in Dahlonega	Years: 1	Months: 7

**Board or Commission for which you would like to be considered**

Please note, each of these have different requirements for service, which will be reviewed against your application, training and work experience.

<input type="checkbox"/> Downtown Development Authority Board – Two (4) year term	<input checked="" type="checkbox"/> Historic Preservation Commission Three (3) year term
<input type="checkbox"/> Dahlonega 2000 Board Two (2) year term	<input type="checkbox"/> Planning & Zoning Commission Three (3) year term
<input type="checkbox"/> Dahlonega Cemetery Committee	<input type="checkbox"/> General Volunteer (Events, Festivals, etc.)

**Interest & Experience**

Why are you interested in serving?:	I love history in general-always have. I moved to Dahlonega because of it's rich history & I would like to help preserve it any way I can.
What specialized training or experience do you have that would of benefit one of the Boards or Commissions:	No special training-In my spare time, I've been reading/researching the history of Dahlonega and find it all very intriguing.

(Please turn over to complete the reverse as well)

**Professional or Personal References:**

	Name	Telephone Number
1.	Wendy Grimsley-Durnwald	770-310-7280
2.	Cindy Tomblin	678-267-6045
3.	Lisa Stiles	678-516-7063

If you are a general volunteer for events, festivals, etc. you may be asked to sign a waiver of liability.

If you are appointed to a City of Dahlonega Board or Commission, you may be required to file a Statement of Economic Interests with the City as a condition prior to your appointment. This filing identifies any financial interests you may have with the City of Dahlonega only and if any conflict of interest may exist.

Volunteering for service on a Board or Commission does not guarantee your eventual appointment. Applications will be kept on file for two years and will be reviewed when vacancies occur by the Mayor who selects candidates to be approved by the Council.

**Terms & Conditions**

I hereby attest that all statements and information provided in this application are true to the best of my knowledge. I understand that I may be interviewed prior to consideration for recommendation by the Mayor, subject to approval by the Council. I hereby agree that if appointed to serve as a member of a City of Dahlonega Board or Commission, I will spend my time, skills, and energy on the mission of the body to which I am appointed including preparation for and attendance at meetings to remain a member in good standing. Furthermore, I agree that, if appointed, my term will be governed by the By-Laws and/or Rules of Procedure of the entity to which I am appointed.

Applicant's Name:

Ellen Mirakovits

Applicant's Signature:

*Ellen Mirakovits*

Date: 7/28/18



**CITY OF DAHLONEGA  
OATH OF OFFICE**

PERSONALLY APPEARED BEFORE THE UNDERSIGNED OFFICER AUTHORIZED TO ADMINISTER OATHS CAME

I, **ELLEN MIRAKOVITS** WHO UNDER OATH STATES THAT PURSUANT TO GEORGIA LAW I SWEAR:

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

THAT I WILL IN ALL RESPECTS OBSERVE THE PROVISIONS OF THE CHARTER AND ORDINANCES OF THE CITY OF DAHLONEGA AS A VOTING MEMBER OF THE DAHLONEGA HISTORIC PRESERVATION COMMISSION.

AND, I DO SOLEMNLY SWEAR THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF GEORGIA, THAT I WILL IN ALL RESPECTS OBSERVE THE PROVISIONS OF THE CHARTER AND ORDINANCES OF THE CITY OF DAHLONEGA AND I WILL FAITHFULLY DISCHARGE THE DUTIES AS A VOTING MEMBER OF **THE DAHLONEGA HISTORIC PRESERVATION COMMISSION** SO HELP ME GOD.

---

Ellen Mirakovits, Dahlonega Historic Preservation Commission Member

Sworn to and subscribed  
before me this 6th  
day of July 2020.

---

Sam Norton, Mayor



# CITY COUNCIL AGENDA REPORT

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**DATE:** July 6, 2020  
**TITLE:** Appointment to The Historic Preservation Commission  
**PRESENTED BY:** Kevin Herrit, Director

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## **AGENDA ITEM DESCRIPTION:**

A request to appoint Doby McCluskey to the Historic Preservation Commission as an Ex-Officio member.

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## **HISTORY/PAST ACTION:**

Doby McCluskey has requested to be a member of the Historic Preservation Commission. This would be the first time he has been appointed to a Board or Commission for the City.

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## **FINANCIAL IMPACT:**

None

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## **RECOMMENDATION:**

Approve Doby McCluskey as an Ex-Officio member of the Historic Preservation Commission.

---

## **SUGGESTED MOTIONS:**

Approve Doby McCluskey as an Ex-Officio member of the Dahlonega Historic Preservation Commission.

---

## **ATTACHMENTS:**

Application for Doby McCluskey.

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The City Council of Dahlonega believes citizen input and specialized skills are valuable assets to the community. All City Residents should consider becoming involved in their City by service on Board or Commission. Applications are accepted throughout the year. Please complete the following and submit it with a resume to [mcsukas@dahlonega.gov](mailto:mcsukas@dahlonega.gov), by fax to 706-864-4837 or by mail to 465 Riley Road, Dahlonega, GA 30533. Thank you for your interest in serving.

Name: <a href="#">Doby McCluskey</a>	
Address: <a href="#">429 Mountain View Dr. (PO Box 1866)</a>	
Phone: <a href="#">706-974-3880</a>	Email: <a href="mailto:dobyone@windstream.net">dobyone@windstream.net</a>
Place of Employment: <a href="#">Self</a>	Occupation: <a href="#">Logistics Mgr.</a>
Length of Residence in Dahlonega	Years: <a href="#">15+</a> Months:

**Board or Commission for which you would like to be considered.**

Please note, each of these have different requirements for service, which will be reviewed against your application, training and work experience.

<input type="checkbox"/> Downtown Development Authority Board	<input type="checkbox"/> Cemetery Committee
<input checked="" type="checkbox"/> <a href="#">Historic Preservation Commission</a> <a href="#">Three (3) Year Term</a>	<input type="checkbox"/> Tourism Committee
<input type="checkbox"/> Planning Commission <a href="#">Three (3) Year Term</a>	<input type="checkbox"/> Tree Committee
<input type="checkbox"/> Dahlonega Housing Authority Board	<input type="checkbox"/> General Volunteer Services

**Interest & Experience**

Why are you interested in serving?
<ul style="list-style-type: none"> <li><a href="#">I have an interest in historical structures and in Dahlonega itself.</a></li> <li><a href="#">Plus...I have a lot of time on my hands and need something to do! (*Feel free to ignore this point!)</a></li> </ul>

What specialized training or experience do you have that would of benefit one of the Boards or Commissions:
<ul style="list-style-type: none"> <li>• <a href="#">BS in Construction Engineering</a></li> <li>• <a href="#">Have been involved with several historical renovations, both residential &amp; commercial.</a></li> </ul>

(Please turn over to complete the reverse as well)

Professional or Personal References:

Name	Telephone Number
1. <a href="#">Sam Norton</a>	
2.	
3.	

If you are a general volunteer for events, festivals, etc. you may be asked to sign a waiver of liability.

If you are appointed to a City of Dahlonega Board or Commission, you may be required to file a Statement of Economic Interests with the City as a condition prior to your appointment. This filing identifies any financial interests you may have with the City of Dahlonega only and if any conflict of interest may exist.

Volunteering for service on a Board or Commission does not guarantee your eventual appointment. Applications on file will be reviewed when vacancies occur, from which the Mayor may review candidates, but the Mayor may, as well, recommend appointments of non-applicants he/she chooses that indicate desirable qualifications and willingness to serve.

## Terms & Conditions

I hereby attest that all statements and information provided in this application are true to the best of my knowledge. I understand that I may be interviewed prior to consideration for recommendation by the Mayor, subject to approval by the Council. I hereby agree that if appointed to serve as a member of a City of Dahlonega Board or Commission, I will spend my time, skills, and energy on the mission of the body to which I am appointed including preparation for and attendance at meetings to remain a member in good standing. Furthermore, I agree that, if appointed, my term will be governed by the By-Laws and/or Rules of Procedure of the entity to which I am appointed.

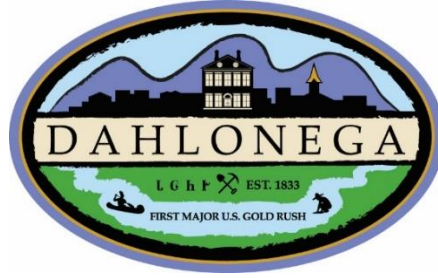
Applicant's Name: Doby McCluskey

Applicant's Signature:

Date: June 25, 2020







**CITY OF DAHLONEGA  
OATH OF OFFICE**

PERSONALLY APPEARED BEFORE THE UNDERSIGNED OFFICER AUTHORIZED TO ADMINISTER OATHS CAME

I, **DOBY MCCLUSKEY** WHO UNDER OATH STATES THAT PURSUANT TO GEORGIA LAW I SWEAR:

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

THAT I WILL IN ALL RESPECTS OBSERVE THE PROVISIONS OF THE CHARTER AND ORDINANCES OF THE CITY OF DAHLONEGA AS A NON-VOTING MEMBER OF THE DAHLONEGA HISTORIC PRESERVATION COMMISSION.

AND, I DO SOLEMNLY SWEAR THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF GEORGIA, THAT I WILL IN ALL RESPECTS OBSERVE THE PROVISIONS OF THE CHARTER AND ORDINANCES OF THE CITY OF DAHLONEGA AND I WILL FAITHFULLY DISCHARGE THE DUTIES AS A NON-VOTING MEMBER OF **THE DAHLONEGA HISTORIC PRESERVATION COMMISSION** SO HELP ME GOD.

---

Doby McCluskey, Dahlonega Historic Preservation Commission Member

Sworn to and subscribed  
before me this 6th  
day of July 2020.

---

Sam Norton, Mayor



# RESOLUTIONS & ORDINANCES

## Resolution 2020-11 Modification of GEFA Promissory Notes

**DATE:** July 6, 2020  
**TITLE:** Modification of GEFA Promissory Notes  
**PRESENTED BY:** Melody Marlowe, Finance Director

### AGENDA ITEM DESCRIPTION:

To help local governments impacted by COVID-19, on June 9, 2020, Governor Kemp announced that the Georgia Environmental Finance Authority (GEFA) is providing its borrowers a payment deferral period of six months.

### HISTORY/PAST ACTION:

The City of Dahlonega currently has three outstanding GEFA notes.

Loan #	99L99WR	GF2017001	GF2017002
Purpose	Reservoir Land and Construction	Old WTP Pump Station Rehabilitation	Skyline Drive Water Line Replacement
Loan Date	8/1/2007	5/10/2018	10/4/2018
Interest Rate	3.00%	0.81%	1.15%
Note Amount	\$6,663,056.80	\$500,000.00	\$1,069,000.00
Loan Amount	\$6,433,842.55	\$417,802.45	\$1,005,927.78
Current Maturity Date	6/1/2045	5/1/2028	10/1/2033
Modified Maturity Date	12/1/2045	11/1/2028	4/1/2034
Payment (Monthly)	\$23,691.30	\$3,625.77	\$6,087.02
Current Balance	\$4,866,849.56	\$333,528.03	\$902,529.46

### FINANCIAL IMPACT:

GEFA Notes will have a six-month payment deferral and interest will not accrue for six months. The interest free period is June 1, 2020 through November 30, 2020. No payments are required for the months July 2020 through December 2020. Current maturity dates will be extended six months.

### RECOMMENDATION:

To accept the deferral of note payments, Council is required to authorize the Modification of Promissory Notes.

**SUGGESTED MOTIONS:**

To approve Resolution 2020-11 Modification of GEFA Promissory Notes and authorize the Mayor to execute related documents as necessary.

---

**ATTACHMENTS:**

Resolution 2020-11 Modification of GEFA Promissory Notes

Modification of Promissory Note – Loan # 99L99WR

Modification of Promissory Note – Loan # GF2017001

Modification of Promissory Note – Loan # GF2017002

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**RESOLUTION 2020-11**  
**MODIFICATION OF GEFA PROMISSORY NOTES**

**WHEREAS**, the City of Dahlonega (the "**Borrower**") has borrowed **\$6,663,056.80** from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**") or the Lender's assignor, pursuant to the terms of a Loan Agreement, numbered Loan No. **99L99WR** (the "**Loan Agreement**"), between the Borrower and the Lender; and

**WHEREAS**, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note, numbered Loan No. **99L99WR** (the "**Note**"), of the Borrower; and

**WHEREAS**, the City of Dahlonega (the "**Borrower**") has borrowed **\$500,000.00** from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**") or the Lender's assignor, pursuant to the terms of a Loan Agreement, numbered Loan No. **GF2017001** (the "**Loan Agreement**"), between the Borrower and the Lender; and

**WHEREAS**, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note, numbered Loan No. **GF2017001** (the "**Note**"), of the Borrower; and

**WHEREAS**, the City of Dahlonega (the "**Borrower**") has borrowed **\$1,069,000.00** from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**") or the Lender's assignor, pursuant to the terms of a Loan Agreement, numbered Loan No. **GF2017002** (the "**Loan Agreement**"), between the Borrower and the Lender; and

**WHEREAS**, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note, numbered Loan No. **GF2017002** (the "**Note**"), of the Borrower; and

**WHEREAS**, the Borrower and the Lender have determined to amend and modify the Notes, pursuant to the terms of a Modification of Promissory Notes (the "**Modification**") between the Borrower and the Lender, the form of which has been presented to this meeting;

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Modification of Promissory Notes described above are hereby approved and authorized.

**BE IT FURTHER RESOLVED** by the governing body of the Borrower that the terms of the Modification of Promissory Notes are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the Mayor to execute and deliver, and to attest, respectively, the Modification of Promissory Notes, and any related documents necessary to the consummation of the transactions contemplated by the Modifications.

Adopted this 6<sup>th</sup> day of July, 2020.

---

Sam Norton, Mayor

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Attest: Mary Csukas, City Clerk

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**GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and  
existing under the laws of  
the State of Georgia)  
as Lender

and

**CITY OF DAHLONEGA**

(a public body corporate and politic duly created and existing  
under the laws of the State of Georgia)  
as Borrower

---

**MODIFICATION OF PROMISSORY NOTE**

---

## MODIFICATION OF PROMISSORY NOTE

**THIS MODIFICATION OF PROMISSORY NOTE** (this "**Modification**") is made as of **JULY 1, 2020**, by and between **CITY OF DAHLONEGA** a Georgia public body corporate and politic (the "**Borrower**"), and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**").

### Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, numbered Loan No. **99L99WR**, as amended prior to the date hereof (as so amended, the "**Loan Agreement**"; all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender or the Lender's assignor made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, numbered Loan No. **99L99WR**, as amended prior to the date hereof (as so amended, the "**Note**").

B. The Lender and the Borrower desire to modify the Note in certain respects in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the premises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

### Statement of Terms

1. **Amendment of Note.** Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Note is hereby amended by adding the following two paragraphs:

Notwithstanding anything to the contrary contained in this Note, (1) the unpaid principal balance of this Note shall not bear any interest during the period commencing on **JUNE 1, 2020** and ending on **NOVEMBER 30, 2020** (the "**Interest-Free Period**") and (2) no principal, interest, or fees shall be due or payable pursuant to this Note during the period commencing on **JULY 1, 2020** and ending on **DECEMBER 31, 2020** (the "**Payment-Free Period**").

Monthly payments of principal of and interest on this Note shall re-commence on **JANUARY 1, 2021**. If the Amortization Commencement Date occurred prior to the Payment-Free Period, the Maturity Date shall be extended by six (6) months, and principal of and interest on this Note shall continue to be payable after the original Maturity Date in consecutive monthly installments equal to the amounts specified in this Note, from the first day of the calendar month following the original Maturity Date and continuing to be due on the first day of each succeeding calendar month

thereafter until the extended Maturity Date. If the Amortization Commencement Date would have occurred during the Interest-Free Period, the Amortization Commencement Date shall be extended to **DECEMBER 1, 2020**.

2. **No Other Waivers or Amendments.** Except for the amendments expressly set forth and referred to in Section 1 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note or the Loan Agreement.

3. **Representations and Warranties.** To induce the Lender to enter into this Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Modification, and this Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

4. **Conditions Precedent to Effectiveness of this Modification.** The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 3 above and to the fulfillment of the following additional conditions precedent:

- (a) the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and
- (b) the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit A attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit B attached hereto.

5. **Counterparts.** This Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

[Signatures and Seals To Follow]

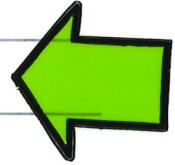
IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning hereof.

**CITY OF DAHLONEGA**

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_



**SIGN  
HERE**

Approved as to Form:

(SEAL)

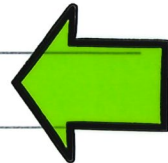


Attest Signature: \_\_\_\_\_

\_\_\_\_\_  
Borrower's Attorney

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**SIGN  
HERE**



**SIGN  
HERE**

**GEORGIA ENVIRONMENTAL  
FINANCE AUTHORITY**

Signature: \_\_\_\_\_

Kevin Clark  
Executive Director

(SEAL)



EXTRACT OF MINUTES  
RESOLUTION OF GOVERNING BODY

Recipient: CITY OF DAHLONEGA  
Loan Number: 99L99WR

At a duly called meeting of the governing body of the Borrower identified above (the "**Borrower**") held on the \_\_\_\_\_ day of \_\_\_\_\_ 2020, the following resolution was introduced and adopted.

**WHEREAS**, the Borrower has borrowed \$6,663,056.80 from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**") or the Lender's assignor, pursuant to the terms of a Loan Agreement, numbered Loan No. **99L99WR** (the "**Loan Agreement**"), between the Borrower and the Lender; and

**WHEREAS**, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note, numbered Loan No. **99L99WR** (the "**Note**"), of the Borrower; and

**WHEREAS**, the Borrower and the Lender have determined to amend and modify the Note, pursuant to the terms of a Modification of Promissory Note (the "**Modification**") between the Borrower and the Lender, the form of which has been presented to this meeting;

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Modification are hereby approved and authorized.

**BE IT FURTHER RESOLVED** by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, and any related documents necessary to the consummation of the transactions contemplated by the Modification.

\_\_\_\_\_  
(Name of Person to Execute Documents)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Person to Attest Documents)

\_\_\_\_\_  
(Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Date: \_\_\_\_\_, 2020.

(SEAL)

\_\_\_\_\_  
Secretary/Clerk

**SIGN  
HERE**

**SIGN  
HERE**

**OPINION OF BORROWER'S COUNSEL**  
(Please furnish this form on Attorney's Letterhead)

\_\_\_\_\_, 2020

Georgia Environmental Finance Authority  
233 Peachtree Street, N.E.  
Harris Tower, Suite 900  
Atlanta, Georgia 30303

Ladies and Gentlemen:

A legal opinion of [LAW FIRM] was delivered to you, dated [LEGAL LETTER DATE] (the "**Closing Opinion**"), relating to the Loan Agreement, numbered Loan No. **99L99WR** (the "**Loan Agreement**"), between **CITY OF DAHLONEGA** (the "**Borrower**") and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**"), and the Promissory Note, numbered Loan No. **99L99WR** (the "**Note**"), of the Borrower. As counsel for the Borrower, I have examined a duly executed original of the Modification of Promissory Note, dated **JULY 1, 2020** (the "**Modification**"), between the Borrower and the Lender; the proceedings taken by the Borrower to authorize the Modification; the Closing Opinion; and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note (as defined in the Closing Opinion) shall be deemed to include a reference to the Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Very truly yours,

\_\_\_\_\_  
[Attorney Name]

---

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**GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and  
existing under the laws of  
the State of Georgia)  
as Lender

and

**CITY OF DAHLONEGA**

(a public body corporate and politic duly created and existing  
under the laws of the State of Georgia)  
as Borrower

---

**MODIFICATION OF PROMISSORY NOTE**

---

## MODIFICATION OF PROMISSORY NOTE

**THIS MODIFICATION OF PROMISSORY NOTE** (this "**Modification**") is made as of **JULY 1, 2020**, by and between **CITY OF DAHLONEGA** a Georgia public body corporate and politic (the "**Borrower**"), and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**").

### Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, numbered Loan No. **GF2017001**, as amended prior to the date hereof (as so amended, the "**Loan Agreement**"; all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender or the Lender's assignor made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, numbered Loan No. **GF2017001**, as amended prior to the date hereof (as so amended, the "**Note**").

B. The Lender and the Borrower desire to modify the Note in certain respects in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the premises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

### Statement of Terms

1. **Amendment of Note.** Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Note is hereby amended by adding the following two paragraphs:

Notwithstanding anything to the contrary contained in this Note, (1) the unpaid principal balance of this Note shall not bear any interest during the period commencing on **JUNE 1, 2020** and ending on **NOVEMBER 30, 2020** (the "**Interest-Free Period**") and (2) no principal, interest, or fees shall be due or payable pursuant to this Note during the period commencing on **JULY 1, 2020** and ending on **DECEMBER 31, 2020** (the "**Payment-Free Period**").

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thereafter until the extended Maturity Date. If the Amortization Commencement Date would have occurred during the Interest-Free Period, the Amortization Commencement Date shall be extended to **DECEMBER 1, 2020**.

2. **No Other Waivers or Amendments.** Except for the amendments expressly set forth and referred to in Section 1 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note or the Loan Agreement.

3. **Representations and Warranties.** To induce the Lender to enter into this Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Modification, and this Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

4. **Conditions Precedent to Effectiveness of this Modification.** The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 3 above and to the fulfillment of the following additional conditions precedent:

- (a) the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and
- (b) the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit A attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit B attached hereto.

5. **Counterparts.** This Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

[Signatures and Seals To Follow]

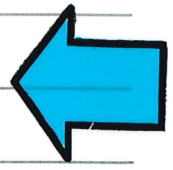
**IN WITNESS WHEREOF**, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning hereof.

**CITY OF DAHLONEGA**

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_



**SIGN  
HERE**

Approved as to Form:

(SEAL)

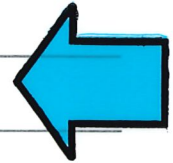


Attest Signature: \_\_\_\_\_

\_\_\_\_\_  
Borrower's Attorney

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**SIGN  
HERE**



**SIGN  
HERE**

**GEORGIA ENVIRONMENTAL  
FINANCE AUTHORITY**

Signature: \_\_\_\_\_

Kevin Clark  
Executive Director

(SEAL)



**EXTRACT OF MINUTES  
RESOLUTION OF GOVERNING BODY**

**Recipient:** CITY OF DAHLONEGA  
**Loan Number:** GF2017001

At a duly called meeting of the governing body of the Borrower identified above (the "**Borrower**") held on the \_\_\_\_\_ day of \_\_\_\_\_ 2020, the following resolution was introduced and adopted.

**WHEREAS**, the Borrower has borrowed \$500,000.00 from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**") or the Lender's assignor, pursuant to the terms of a Loan Agreement, numbered Loan No. **GF2017001** (the "**Loan Agreement**"), between the Borrower and the Lender; and

**WHEREAS**, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note, numbered Loan No. **GF2017001** (the "**Note**"), of the Borrower; and

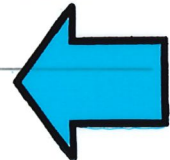
**WHEREAS**, the Borrower and the Lender have determined to amend and modify the Note, pursuant to the terms of a Modification of Promissory Note (the "**Modification**") between the Borrower and the Lender, the form of which has been presented to this meeting;

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Modification are hereby approved and authorized.

**BE IT FURTHER RESOLVED** by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, and any related documents necessary to the consummation of the transactions contemplated by the Modification.

\_\_\_\_\_  
(Name of Person to Execute Documents)

\_\_\_\_\_  
(Title)



**SIGN  
HERE**

\_\_\_\_\_  
(Name of Person to Attest Documents)

\_\_\_\_\_  
(Title)

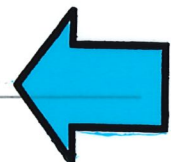
The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Date: \_\_\_\_\_, 2020.

(SEAL)



\_\_\_\_\_  
Secretary/Clerk



**SIGN  
HERE**

**OPINION OF BORROWER'S COUNSEL**  
(Please furnish this form on Attorney's Letterhead)

\_\_\_\_\_, 2020

Georgia Environmental Finance Authority  
233 Peachtree Street, N.E.  
Harris Tower, Suite 900  
Atlanta, Georgia 30303

Ladies and Gentlemen:

A legal opinion of [LAW FIRM] was delivered to you, dated [LEGAL LETTER DATE] (the "**Closing Opinion**"), relating to the Loan Agreement, numbered Loan No. **GF2017001** (the "**Loan Agreement**"), between **CITY OF DAHLONEGA** (the "**Borrower**") and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**"), and the Promissory Note, numbered Loan No. **GF2017001** (the "**Note**"), of the Borrower. As counsel for the Borrower, I have examined a duly executed original of the Modification of Promissory Note, dated **JULY 1, 2020** (the "**Modification**"), between the Borrower and the Lender; the proceedings taken by the Borrower to authorize the Modification; the Closing Opinion; and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note (as defined in the Closing Opinion) shall be deemed to include a reference to the Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Very truly yours,

\_\_\_\_\_  
[Attorney Name]



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---

**GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and  
existing under the laws of  
the State of Georgia)  
as Lender

and

**CITY OF DAHLONEGA**

(a public body corporate and politic duly created and existing  
under the laws of the State of Georgia)  
as Borrower

---

**MODIFICATION OF PROMISSORY NOTE**

---

## MODIFICATION OF PROMISSORY NOTE

**THIS MODIFICATION OF PROMISSORY NOTE** (this "**Modification**") is made as of **JULY 1, 2020**, by and between **CITY OF DAHLONEGA** a Georgia public body corporate and politic (the "**Borrower**"), and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**").

### Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, numbered Loan No. **GF2017002**, as amended prior to the date hereof (as so amended, the "**Loan Agreement**"; all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender or the Lender's assignor made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, numbered Loan No. **GF2017002**, as amended prior to the date hereof (as so amended, the "**Note**").

B. The Lender and the Borrower desire to modify the Note in certain respects in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the premises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

### Statement of Terms

1. **Amendment of Note.** Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Note is hereby amended by adding the following two paragraphs:

Notwithstanding anything to the contrary contained in this Note, (1) the unpaid principal balance of this Note shall not bear any interest during the period commencing on **JUNE 1, 2020** and ending on **NOVEMBER 30, 2020** (the "**Interest-Free Period**") and (2) no principal, interest, or fees shall be due or payable pursuant to this Note during the period commencing on **JULY 1, 2020** and ending on **DECEMBER 31, 2020** (the "**Payment-Free Period**").

Monthly payments of principal of and interest on this Note shall re-commence on **JANUARY 1, 2021**. If the Amortization Commencement Date occurred prior to the Payment-Free Period, the Maturity Date shall be extended by six (6) months, and principal of and interest on this Note shall continue to be payable after the original Maturity Date in consecutive monthly installments equal to the amounts specified in this Note, from the first day of the calendar month following the original Maturity Date and continuing to be due on the first day of each succeeding calendar month

thereafter until the extended Maturity Date. If the Amortization Commencement Date would have occurred during the Interest-Free Period, the Amortization Commencement Date shall be extended to **DECEMBER 1, 2020**.

2. **No Other Waivers or Amendments.** Except for the amendments expressly set forth and referred to in Section 1 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note or the Loan Agreement.

3. **Representations and Warranties.** To induce the Lender to enter into this Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Modification, and this Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

4. **Conditions Precedent to Effectiveness of this Modification.** The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 3 above and to the fulfillment of the following additional conditions precedent:

- (a) the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and
- (b) the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit A attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit B attached hereto.

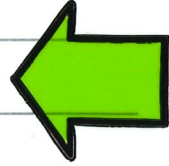
5. **Counterparts.** This Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

[Signatures and Seals To Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning hereof.

**CITY OF DAHLONEGA**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**SIGN  
HERE**

Approved as to Form:

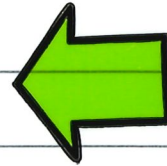
(SEAL)

Attest Signature: \_\_\_\_\_



\_\_\_\_\_  
Borrower's Attorney

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**SIGN  
HERE**



**GEORGIA ENVIRONMENTAL  
FINANCE AUTHORITY**

Signature: \_\_\_\_\_

Kevin Clark  
Executive Director

(SEAL)

EXTRACT OF MINUTES  
RESOLUTION OF GOVERNING BODY

Recipient: CITY OF DAHLONEGA  
Loan Number: GF2017002

At a duly called meeting of the governing body of the Borrower identified above (the "**Borrower**") held on the \_\_\_\_\_ day of \_\_\_\_\_ 2020, the following resolution was introduced and adopted.

**WHEREAS**, the Borrower has borrowed **\$1,069,000.00** from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**") or the Lender's assignor, pursuant to the terms of a Loan Agreement, numbered Loan No. **GF2017002** (the "**Loan Agreement**"), between the Borrower and the Lender; and

**WHEREAS**, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note, numbered Loan No. **GF2017002** (the "**Note**"), of the Borrower; and

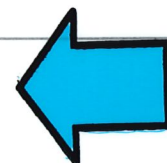
**WHEREAS**, the Borrower and the Lender have determined to amend and modify the Note, pursuant to the terms of a Modification of Promissory Note (the "**Modification**") between the Borrower and the Lender, the form of which has been presented to this meeting;

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Modification are hereby approved and authorized.

**BE IT FURTHER RESOLVED** by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, and any related documents necessary to the consummation of the transactions contemplated by the Modification.

\_\_\_\_\_  
(Name of Person to Execute Documents)

\_\_\_\_\_  
(Title)



**SIGN  
HERE**

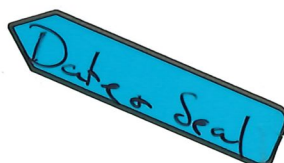
\_\_\_\_\_  
(Name of Person to Attest Documents)

\_\_\_\_\_  
(Title)

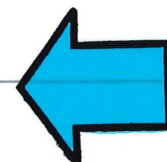
The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Date: \_\_\_\_\_, 2020.

(SEAL)



\_\_\_\_\_  
Secretary/Clerk



**SIGN  
HERE**

**OPINION OF BORROWER'S COUNSEL**  
(Please furnish this form on Attorney's Letterhead)

\_\_\_\_\_, 2020

Georgia Environmental Finance Authority  
233 Peachtree Street, N.E.  
Harris Tower, Suite 900  
Atlanta, Georgia 30303

Ladies and Gentlemen:

A legal opinion of [LAW FIRM] was delivered to you, dated [LEGAL LETTER DATE] (the "**Closing Opinion**"), relating to the Loan Agreement, numbered Loan No. **GF2017002** (the "**Loan Agreement**"), between **CITY OF DAHLONEGA** (the "**Borrower**") and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**"), and the Promissory Note, numbered Loan No. **GF2017002** (the "**Note**"), of the Borrower. As counsel for the Borrower, I have examined a duly executed original of the Modification of Promissory Note, dated **JULY 1, 2020** (the "**Modification**"), between the Borrower and the Lender; the proceedings taken by the Borrower to authorize the Modification; the Closing Opinion; and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note (as defined in the Closing Opinion) shall be deemed to include a reference to the Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Very truly yours,

\_\_\_\_\_  
[Attorney Name]



# CITY COUNCIL AGENDA REPORT

**DATE:** June 5, 2020  
**TITLE:** Award Recommendation-Wimpy Mill Pedestrian Bridge and Kayak Launch Construction Tasks  
**PRESENTED BY:** Mark Buchanan

## AGENDA ITEM DESCRIPTION:

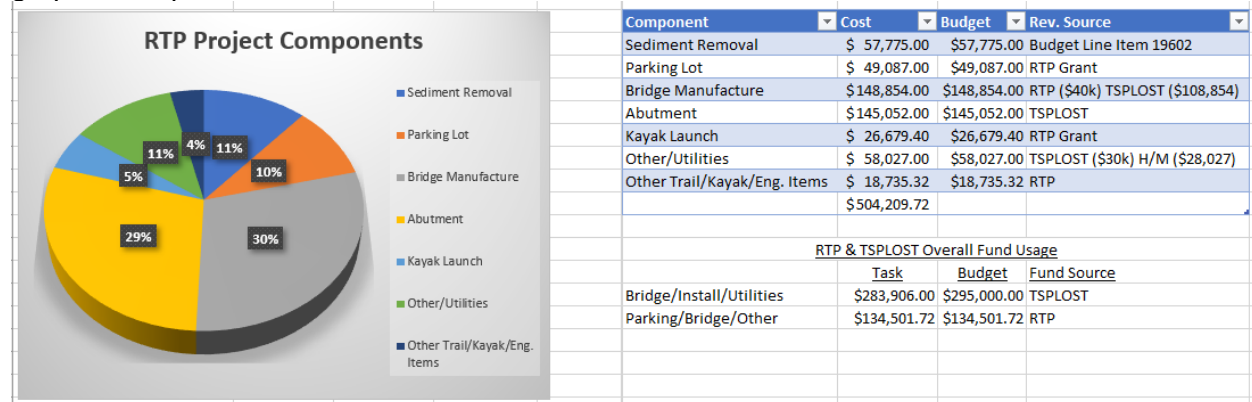
The Wimpy Mill Pedestrian Bridge and Kayak Launch Project, funded through a combination of TSPLOST, Hotel/Motel Tax, the Recreational Trails Program grant and previously budgeted line items consists of five major components: Parking lot construction, Pedestrian Bridge manufacture and delivery, Bridge installation, ADA compliant dock construction & delivery and sediment removal at the reservoir. Staff has collected quotes for each of these components and summarized them on the spreadsheet below with apparent low bidders shown near the bottom.

Wimpy Mill Pedestrian Bridge & Kayak Launch Project						
Quotes						
VENDOR:	Parking Lot Construction	Bridge Manufacturing	Abutment Construction/ Bridge Installation	Kayak Launch/Dock	Bond	Sediment Removal
Contech Engineered Solutions		\$182,320.00				
Bridge Brothers		\$148,854.00				
Wheeler		\$190,100.00				
Gordian	\$115,763.47	\$	485,690.25		\$ 8,660.00	\$ 57,984.68
Riversand Inc.						\$ 57,775.00
North Georgia Concrete	\$111,844.60		\$ 162,957			
Vertical Earth	\$ 98,111.09		\$ 276,644			
Square Deal Enterprises, Inc.	\$ 49,087		\$ 145,052			
EZ Dock (Sole Source)*				\$26,679.40		
Apparent Low Bid	\$ 49,087	\$148,854.00	\$ 145,052	\$26,679.40		\$ 57,775.00
* ShoCo Marine is the exclusive distributor in our region for the EZ Dock kayak launch with Transfer Guide Bench and Grab Rail.						

Funding sources for these tasks vary and are shown in the table below on the right. Each task will



use a funding source appropriate for its designated use. Some tasks pull from multiple sources while some sources supply multiple tasks. The overall project cost is shown at \$504,209.72. A graphical depiction of each task's share of the total cost is shown below, left.



### HISTORY/PAST ACTION:

None

### FINANCIAL IMPACT:

Each of the funding sources is indicated in the table above, right. Tasks stay within budget for each source.

### RECOMMENDATION:

Staff recommends award of the Wimpy Mill Pedestrian Bridge and Kayak Launch Project to the four apparent low bidders noted in the "Apparent Low Bid" row of the top table for the five items described at the respective amounts indicated.

Also, Staff requests Council to reaffirm their approval of the City's acceptance of the terms of the Recreational Trails Program (RTP) grant.

### SUGGESTED MOTIONS:

Motion to reaffirm approval of the City's acceptance of the terms of the Recreational Trails Program grant.

Motion to award the Wimpy Mill Pedestrian Bridge and Kayak Launch Project to the four apparent low bidders noted in the "Apparent Low Bid" row of the top table for the five items described at the respective amounts indicated.

### ATTACHMENTS:

None.





# CITY COUNCIL AGENDA REPORT

---

**DATE:** June 26, 2020  
**TITLE:** Binding Letter of Intent between the University of North Georgia and the City of Dahlonega  
**PRESENTED BY:** Doug Parks, City Attorney

---

## AGENDA ITEM DESCRIPTION:

This LOI calls for the City to provide an easement to the University for the construction of a sign on the city property located at the entrance to the athletic fields. In exchange, for the benefit of the City, the University is to construct a sidewalk along Morrison Moore from Alumni Drive to South Chestatee. The responsibilities of the City and the University are outlined within the LOI. The sidewalk will be constructed in conjunction with a city utility project.

---

## HISTORY/PAST ACTION:

---

## FINANCIAL IMPACT:

The exchange does not contemplate any monetary payments to be made by the City.

---

## RECOMMENDATION:

---

## SUGGESTED MOTIONS:

---

## ATTACHMENTS:

Binding Letter of Intent Between the University of North Georgia and the City of Dahlonega

---

**BINDING LETTER OF  
INTENT BETWEEN  
THE UNIVERSITY OF NORTH GEORGIA AND  
THE CITY OF DAHLONEGA**

This Binding Letter of Intent (“LOI”) is hereby entered into as of the date below by and between the University of North Georgia (“University”) and the City of Dahlonega (“City”). The University and the City shall hereinafter collectively be referred to as the “Parties.”

**WHEREAS**, the University and City desire to enter into this LOI for the period set forth herein in order to allow construction by the University of a sidewalk identified on “Exhibit A” and “Exhibit A Continued” for the benefit of the City and for the benefit of the University a sign to be constructed by the University and located on City property; and

**WHEREAS**, the City in consideration of the construction of the sidewalk by the University agrees to execute an easement for the construction of a sign by the University on certain City property in substantially the form described on “Exhibit B”, the easement to be in favor of the Board of Regents of the University System of Georgia; and

**WHEREAS**, the University agrees to construct the sidewalk pursuant to the specifications identified on “Exhibit A”; and

**NOW, THEREFORE**, the parties agree that the terms and conditions set forth in this LOI shall create binding obligations to guide and direct the parties as follows:

**1. PURPOSE:**

- 1.1.** The purpose of this LOI is to guide and direct the parties respecting their affiliation and working relationship and to provide time schedules by which the sign and the sidewalk are to be constructed and the real property interest is to be conveyed.

**2. RESPONSIBILITIES OF THE UNIVERSITY:**

- 2.1.** The University shall construct the sidewalk pursuant to the specifications and requirements set forth in “Exhibit A” and “Exhibit A Continued” from Alumni Drive to South Chestatee Street. The design, work schedule and specifications will be subject to final approval by the City before commencement of construction.
- 2.2.** Construction shall commence immediately after the City completes its water line construction on Morrison Moore Parkway along the same route to be used for the sidewalk.

- 2.3.** Construction of the sidewalk shall be concluded within 90 days of completion of the City's work, or on or before December 31, 2023, whichever is sooner. The University's sidewalk work may be bid concurrently with the City's waterline in which case the University shall reimburse the City for design and construction costs associated with the sidewalk.

**3. RESPONSIBILITIES OF THE CITY:**

- 3.1.** The City will require professional liability insurance in the amounts, form, and by a carrier satisfactory to the City prior to the commencement by the University of the construction of the sidewalk stretching from Alumni Drive to South Chestatee Street.
- 3.2.** Although the University shall construct the sidewalk pursuant to the City's specifications, the City will also jointly oversee the design, work schedule and in conjunction the parties together will mutually agree upon the issuance of final approval of the sidewalk described in "Exhibit A" and "Exhibit A Continued".

**4. MISCELLANEOUS:**

- 4.1.** This LOI is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than City and the University.
- 4.2.** Neither party is an agent, employee or servant of the other.
- 4.3.** This LOI shall be governed by, construed and applied in accordance with the laws of the State of Georgia.
- 4.4.** This LOI shall supersede any and all previously executed documents between the parties.
- 4.5.** Either party may terminate this LOI by giving thirty (30) day notice in writing to the other party.
- 4.7** This LOI shall be in effect for a period of \_\_\_\_\_ years from the date of execution.

[EXECUTION ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed and signed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2020.

**University of North Georgia**

**City of Dahlonega**

\_\_\_\_\_  
**Title: Dean**

\_\_\_\_\_  
**Title: Mayor**

## EXHIBIT A

The University of North Georgia shall construct approximately 1650' of sidewalk along the right of way of Morrison Moore Parkway between South Chestatee and Alumni Drive. The location of the sidewalk to be constructed is outlined in red on Exhibit A (Continued).

Sidewalk should:

- Tie to existing pedestrian facilities at both intersections.
- Include curb and gutter protection at all locations. However, in guardrail protected areas an alternative “walking path” may be constructed if approved by the City and GDOT.
- Include all necessary stormwater features. (shared responsibility via separate mutual agreement to be agreed upon prior to construction commencement)
- Be constructed above road grade. (This requirement will not apply to those areas of sidewalk mentioned above that are both protected by guardrail and not adjacent to existing or proposed curbing if approved by the City and GDOT.)
- Be ADA compliant with standards in place on 01/01/2020.
- Be 5' in width.
- Provide crosswalk facilities at all crossings.
- Provide adequate right-of-way to include sidewalk in r/w. Acquisition may be required. (Right-of-way may be either via DOT authorization or via easement over University, Regents or as yet to be identified third party owned properties.)
- Be installed in conjunction with new utilities and coexist with all utilities including, but not limited to, fire hydrants, water valves and meters, existing power, phone and fiber lines and all other existing utilities.
- Meet all GDOT requirements.
- Be constructed using engineered drawings approved and permitted by GDOT.
- Include all required grading which may require small retaining walls.
- Have adequate revegetation measures installed and monitored until stabilization.
- Meet GDOT standards related to guardrails, clear zones and anything else.

## EXHIBIT A CONTINUED



**EXHIBIT B**

Counterpart No. \_\_\_\_ Of \_\_\_\_  
\_\_\_\_ Original  
Executed Counterparts.  
Counterpart Of The \_\_\_\_\_

**STATE OF GEORGIA;  
COUNTY OF LUMPKIN:**

**NON-EXCLUSIVE EASEMENT  
GRANTED TO THE BOARD OF REGENTS  
OF THE UNIVERSITY SYSTEM OF GEORGIA  
(General Purpose Format)**

THIS NON-EXCLUSIVE EASEMENT, hereinafter referred to as "Easement," is made and entered into this \_\_\_\_\_, hereinafter referred to as "the date hereof," with said date being inserted herein by Grantee at the time of its execution hereof, by and between **CITY OF DAHLONEGA**, a municipal corporation, whose address for purposes of this Easement is 465 Riley Road, Dahlonega, Georgia 30533, Party of the First Part, hereinafter referred to as "Grantor" and, the **BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA**, a constitutional body of the State of Georgia, for the benefit of the University of North Georgia, whose address for purposes of this Easement is Board of Regents of the University System of Georgia, Attention: Vice Chancellor for Real Estate and Facilities, 270 Washington Street, S.W., Atlanta, Georgia 30334, Party of the Second Part, hereinafter referred to as "Grantee" or "Regents" (the words "Grantor," "Regents" and "Grantee" to include their successors and assigns where the context requires or permits).

**WITNESSETH THAT:**

WHEREAS, Grantor is the owner of certain real property located in Lumpkin County, Georgia, lying and being in Land Lots 929 and 930 of the 12<sup>th</sup> District, 1<sup>st</sup> Section (the "Property"); and

WHEREAS, Grantee desires to construct, operate, and maintain a sign (hereinafter referred to as the "Undertaking") in, on, over, under, upon, across, or through the Property (hereinafter referred to as the "Easement Area"); and

WHEREAS, Grantor, at its meeting on \_\_\_\_\_, authorized and approved the granting and execution of the Easement, but only to the extent and for the purpose of allowing Grantee to install, maintain, repair, update, replace, inspect and operate the Undertaking and the surrounding landscaping in, on, over, under, upon, across, or through the Easement Area, together with the right of ingress and egress over adjacent land of Grantor as may be reasonably necessary to accomplish the aforesaid purposes; and

WHEREAS, Regents, pursuant to Board Policy 9.8.1, authorized and approved the acceptance of this Easement, together with the right of ingress and egress over adjacent land of Grantor as may be reasonably necessary to accomplish the aforesaid purposes;

NOW, THEREFORE, Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) in hand paid by Regents to Grantor at and before the sealing and delivery of these presents and other good and valuable consideration as specified by Regents, the receipt and sufficiency of which is hereby acknowledged, has bargained, sold, granted and conveyed and by these presents does hereby bargain, sell, grant and convey unto Grantee, or its successors and assigns, to the extent of Regents' right, title and interest in and to the Easement Area and upon the terms and conditions hereinafter set forth, a non-exclusive easement to accomplish the Undertaking in, on, over, under, upon, across, or through the Easement Area, together with the right of ingress and egress and utility access over adjoining land of Grantor as may be reasonably necessary to accomplish the aforesaid purposes, said ingress and egress to be over a route established by Grantor and which may from time to time be changed by Grantor, with Grantee being given reasonable written notice of any change.

1.

The Easement Area traverses the Property and comprises that portion of the Property as more particularly described on Exhibit "A", said legal description, plat and/or drawing being incorporated herein and by this reference made a part hereof, described in the aforesaid Exhibit A.

2.

The Easement Area shall be used solely for the purpose of installing, maintaining, repairing, updating, replacing, inspecting, and operating the Undertaking and the surrounding landscaping.

3.

Grantee shall have the right to remove or cause to be removed from the Easement Area only such trees, undergrowth, buildings, walls, fences, gates, signs and other obstructions as may be reasonably necessary for the protection of Grantee's rights as described herein, and to cut, remove and dispose of "danger trees" on lands adjacent to the Easement Area, which now or may hereafter injure or endanger any of the works on the Easement Area.

4.

Reserved.

5.

No title is conveyed herein by Grantor to Grantee, and, except as herein specifically granted to Grantee, all rights and interest in and to the Easement Area are reserved in Grantor, who may make any use of the Easement Area not inconsistent with or detrimental to the rights and interest herein granted and conveyed to Grantee.

6.

Grantee shall record this Easement in real property records of the Superior Court of the county in which the Property is located.



7.

This Easement embodies the entire agreement of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, related to the subject matter hereof. This Easement may be amended or modified only by an instrument of equal formality signed by the respective parties.

HAVE AND TO HOLD THE EASEMENT AREA unto Grantee in perpetuity; and Grantor warrants that Grantor has the right to convey this easement and bind Grantor's heirs, successors, executors and administrators, and assigns; and Grantor will forever warrant and defend these presents.

IN WITNESS WHEREOF, Grantor hereunto sets his hand and seal, acting pursuant to and in conformity with a properly considered and adopted resolution and acting by and through its duly authorized officers, with its corporate seal affixed hereto, all as of the date hereof.

**GRANTOR:**

CITY OF DAHLONEGA

By: \_\_\_\_\_

Name: Sam Norton

Title: Mayor

Attest: \_\_\_\_\_

Name: Mary Csukas

Title: City Clerk

Signed, sealed and delivered as to  
Grantor in the presence of:

\_\_\_\_\_  
Unofficial Witness

(Seal affixed here)

\_\_\_\_\_  
Official Witness, Notary Public  
My Commission expires:

(Notary public seal affixed here)

(Signatures Continued on Next Page)

(Signatures Continued from Previous Page)

**ACCEPTED BY GRANTEE:**

**BOARD OF REGENTS OF THE  
UNIVERSITY SYSTEM OF  
GEORGIA**

By: \_\_\_\_\_  
SANDRA LYNN NEUSE  
Vice Chancellor for Real Estate &  
Facilities

Attest: \_\_\_\_\_  
EDWARD TATE  
Secretary to the Board

Signed, sealed and delivered as to the  
Board of Regents in our presence:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Official Witness, Notary Public  
My Commission expires:

(Notary public seal affixed here)

**EXHIBIT "A"**

**Legal Description  
and Copy of Plat**

**All that tract or parcel of land lying and being in Land Lots 929 & 930, 12th District, 1st Section, in City of Dahlonega, Georgia and being more particularly described as follows:**

**COMMENCING at a concrete monument found at the apparent corner of Land Lots 891, 892, 929, & 930;**

**THENCE, S89°31'13"E a distance of 302.45' to a right-of-way monument found on the northerly right-of-way of Barlow Road;**

**THENCE ALONG SAID RIGHT-OF-WAY, S88°48'16"E a distance of 60.53' to a right-of-way monument found on the northerly right-of-way of Barlow Road, said right-of-way being variable in width;**

**THENCE ALONG SAID RIGHT-OF-WAY, along a curve turning to the left with a chord bearing of N85°05'48"E, with a chord length of 42.61', with an arc length of 42.71', and with a radius of 179.18' to a point on the northerly right-of-way of Barlow Road, said right-of-way being variable in width, said point being the POINT OF BEGINNING;**

**THENCE LEAVING SAID RIGHT-OF-WAY, N16°10'09"E a distance of 106.02' to a point on the southerly right-of-way of Georgia State Route 9 & 52, said right-of-way being variable in width;**

**THENCE ALONG SAID RIGHT-OF-WAY, along a curve turning to the right with a chord bearing of S51°37'27"E, with a chord length of 42.57', with an arc length of 42.57', and with a radius of 904.93' to a right-of-way monument found on the southerly right-of-way of Georgia State Route 9 & 52, said right-of-way being variable in width;**

**THENCE ALONG SAID RIGHT-OF-WAY, S03°45'49"E a distance of 47.08' to a right-of-way monument found at the intersection of the right-of-way of Georgia State Route 9 & 52 and the right-of-way of Barlow Road, both varying in width;**

**THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF BARLOW ROAD, along a curve turning to the right with a chord bearing of S66°42'08"W, with a chord length of 71.84', with an arc length of 72.33', and with a radius of 179.18' to a point on the northerly right-of-way of Barlow Road, said right-of-way being variable in width, said point being the POINT OF BEGINNING.**

**SAID TRACT CONTAINING 0.088 ACRE.**

**Exhibit “A” (Continued on following page)**



DRAFT



# CITY COUNCIL AGENDA REPORT

---

**DATE:** July 6, 2020  
**TITLE:** Stormwater Management Schedule – Information Only  
**PRESENTED BY:** Bill Schmid, City Manager

---

## **AGENDA ITEM DESCRIPTION:**

Attached is the Draft Stormwater Management Schedule for Milestone Items

---

## **HISTORY/PAST ACTION:**

This item has been previously discussed and the related Credit Manual was presented at the previous Work Session.

---

## **FINANCIAL IMPACT:**

The financial impact of the overall project is significant and has been discussed at length. More discussion is forthcoming, but today's item is simply a reminder of the schedule of events.

---

## **RECOMMENDATION:**

No recommendation. This is for information only.

---

## **SUGGESTED MOTIONS:**

None at this time.

---

## **ATTACHMENTS:**

Stormwater Management Schedule as of 2020-06-26

---

# Public Education Planner for SW Utility

Project/Event: Dahlonge SW Utility

Organizer: GMC

The following schedule illustrates our preliminary schedule for implementing the public education program in support of the City of Dahlonge's Stormwater Utility. This schedule assumes that the Stormwater Utility Ordinance will be adopted in June/July 2020 and that the first utility bill will be delivered to customers in January 2021.

Project Task	Starting	Ending	Description	Responsibility	Done
General Stormwater Brochure/Website	Fall 2019	Draft Comp	General stormwater program information available	City & GMC	
Complete Credit Manual	Fall 2019	Feb 2020	Credit manual available for public input	City & GMC	
Frequent Asked Questions on User Fee (FAQs)	Fall 2019	Draft Comp	Develop FAQ's for future SW User Fee	GMC	
Key Customer Meetings	Mar 2020	July 2020	Meet with special customers on user fee	City & GMC	
Provide Draft Ordinance to City Attorney	Apr 2020	June 2020	Provide draft ordinance to City Attorney for review	GMC	
Press Release(s)	July 2020	July 2020	Distribute information on user fee to local press	City & GMC	
Mail Letters to Large Commercial Customers	July 2020	Aug 2020	Mail info on user fee amount to largest customers	City & GMC	
Open House Meeting(s) for Customers	Aug 2020	Aug 2020	Discuss stormwater program and credits	City & GMC	
Adopt Stormwater Utility Ordinance	June 2020	July 2020	Work Session, Council	City & GMC	
Customer Service Training for City Staff	Oct 2020	Oct 2020	GMC to train City customer service staff to respond to	GMC	
Direct Customer Mailing	Aug 2020	Aug 2020	Mail post card or billing insert to all customers	City & GMC	
First SW User Fee Billing	Jan 2021	Jan 2021	Mail first user fee bill	City	
Provide Customer Service	Jan 2021	Ongoing	Respond to customer issues	City	





# CITY COUNCIL AGENDA REPORT

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**DATE:** July 6, 2020  
**TITLE:** Alcoholic Beverage License Application – Hamilton Meat Market.  
**PRESENTED BY:** Mary Csukas, City Clerk

---

## **AGENDA ITEM DESCRIPTION:**

The Alcoholic Beverage License Application is for a Class B, Retail Beer Package, and a Class C, Retail Wine Package License. William and Janet Hamilton have applied and received a Certificate of Occupancy to open Hamilton's Meat Market at 995A Morrison Moore Parkway West. The anticipated date of opening is July 2020, and the Hamilton's are requesting the sale of retail beer and wine package sales at the Meat Market.

---

## **HISTORY/PAST ACTION:**

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## **FINANCIAL IMPACT:**

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## **RECOMMENDATION:**

Staff recommends approval of an Alcoholic Beverage License for Retail Packet Sales of Beer and Wine at Hamilton Meat Market.

---

## **SUGGESTED MOTIONS:**

Approval of an Alcoholic Beverage License for a Class B, Retail Beer Package, and a Class C, Retail Wine Package License at Hamilton Meat Market.

---

## **ATTACHMENTS:**

Alcoholic Beverage License Application

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# CITY COUNCIL AGENDA REPORT

---

**DATE:** July 6, 2020  
**TITLE:** Alcoholic Beverage License Application – 1959 Business 13 LLC.  
**PRESENTED BY:** Mary Csukas, City Clerk

---

## AGENDA ITEM DESCRIPTION:

This Alcoholic Beverage License Application is for a Class B, Retail Beer Package, and a Class C, Retail Wine Package License. Ms. Shenaz Jivani has applied and received a Certificate of Occupancy to open 1959 Business 13 LLC at 1959 Highway 19. The anticipated date of opening is July 2020, and Ms. Jivani is requesting the sale of retail beer and wine package sales at the 1959 Business 13 LLC. Location.

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## HISTORY/PAST ACTION:

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## FINANCIAL IMPACT:

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## RECOMMENDATION:

Staff recommends the approval of an Alcoholic Beverage License for Retail Packet Sales of Beer and Wine at 1959 Business 13 LLC.

---

## SUGGESTED MOTIONS:

Approval of an Alcoholic Beverage License for a Class B, Retail Beer Package, and a Class C, Retail Wine Package License 1959 Business 13 LLC.

---

## ATTACHMENTS:

Alcoholic Beverage License Application

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# CITY COUNCIL AGENDA REPORT

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**DATE:** July 6, 2020  
**TITLE:** Principles of Public Service Ethics  
**PRESENTED BY:** Mary Csukas, City Clerk

---

## **AGENDA ITEM DESCRIPTION:**

GMA Certified City of the Ethics Program requires an update a City's Principles of Public Service Ethics as newly elected officials and newly appointed City Managers are elected or appoint in City that is part of GMA program. The City of Dahlonega Council has a newly elected Council Member, Johnny Ariemma, who has been added to the signature list on our Principles of Public Service Ethics in 2020.

---

## **HISTORY/PAST ACTION:**

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## **FINANCIAL IMPACT:**

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## **RECOMMENDATION:**

Staff recommends the approval of the Principles of Public Service Ethics 2020 to include Council Member Johnny Ariemma.

---

## **SUGGESTED MOTIONS:**

Approve the updated Principles of Public Service Ethics 2020.

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## **ATTACHMENTS:**

Principles of Public Service Ethics

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# Principles of Public Service Ethics

»**PUBLIC INTEREST:** Treat your office as a public trust, only using the power and resources to advance public interests and not to attain personal benefit or pursue any other private interest that conflicts with the public good.

»**OBJECTIVE JUDGMENT:** Employ independent objective judgment in performing your duties, deciding all matters on their merits, free from conflicts of interest and both real and apparent improper influences.

»**ACCOUNTABILITY:** Assure that government is conducted openly, efficiently, equitably and honorably and in a manner that permits the citizenry to make informed judgments and hold government officials accountable.

»**DEMOCRATIC LEADERSHIP:** Honor and respect the principles and spirit of representative democracy and set a positive example of good citizenship observing the letter and spirit of laws and rules.

»**RESPECTABILITY:** Safeguard public confidence in the integrity of government by being honest, fair, caring and respectful and by avoiding conduct creating the appearance of impropriety or which is otherwise unbefitting a public official.

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Sam Norton ~ Mayor

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Roman Gaddis ~ Council Member

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Mitchell Ridley ~ Council Member

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Ron Larson – Council Member

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JoAnne Taylor - Council Member

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Helen Hardman – Council Member

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Johnny Ariemma – Council Member

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Bill Schmid – City Manager

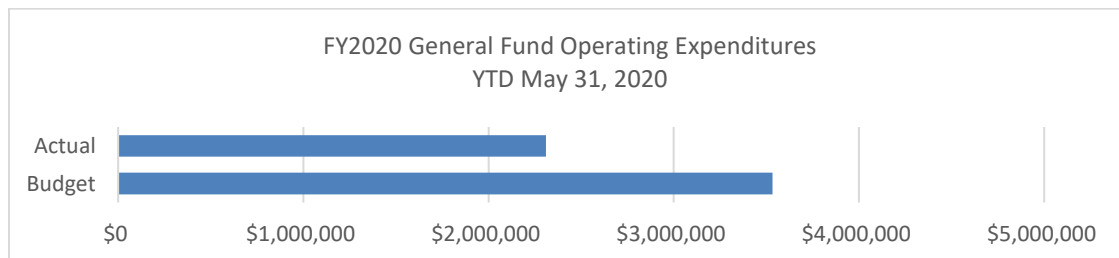
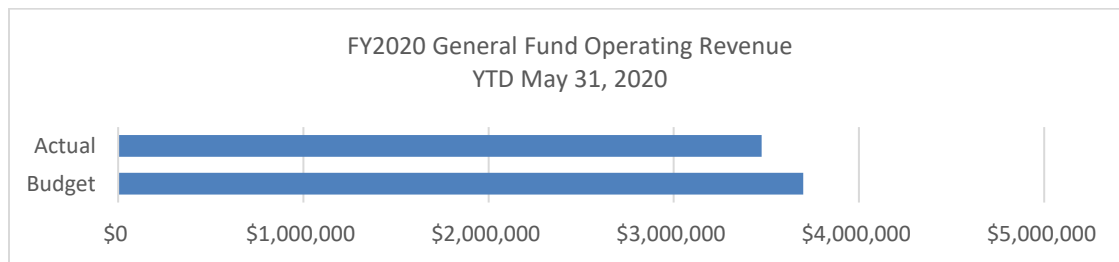


# CITY OF DAHLONEGA MONTHLY FINANCIAL REPORTS

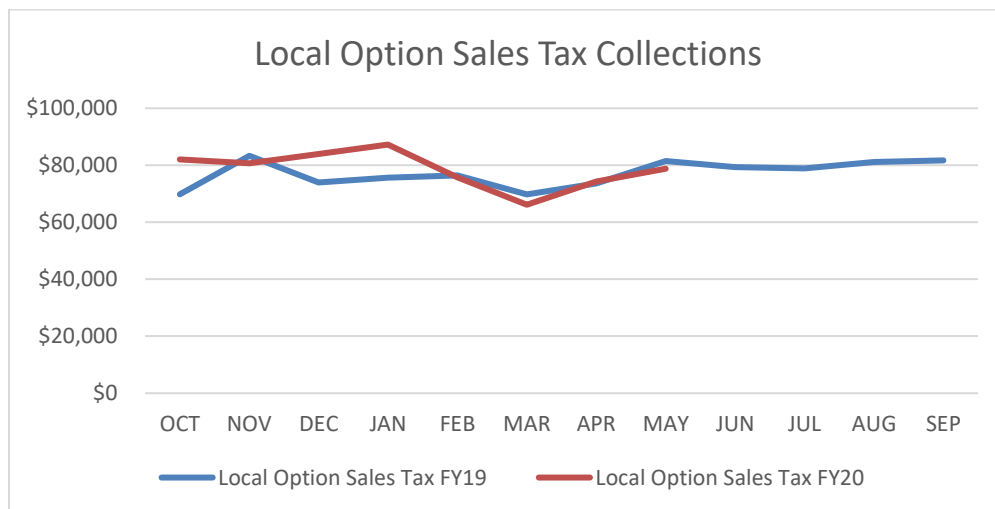
For the Eight Months Ended May 31, 2020

(The Budget presented is the AMENDED Budget.)

## GENERAL FUND



- Property taxes were billed in October with a due date of November 17. 99% of 2019 taxes have been collected to date.
- TAVT revenue has been dramatically impacted by the change in State law effective July 1, 2019 that changes distribution percentages. Revenues are estimated to be 70% less than previous distributions. The budget has been amended to reflect the expected decrease.



- The annual revenue for Insurance Premium Tax has been received in the amount of \$395,901, which is 6% greater than received last fiscal year.
- Alcoholic Beverages Licenses revenue collected year-to-date has decreased 3.9% from the prior year.
- Department expenditures are in line with budget expectations.
- Transfers out to DDA for operational expenses are being transferred monthly; the full amount budgeted for the year for capital purchases was transferred out in October.

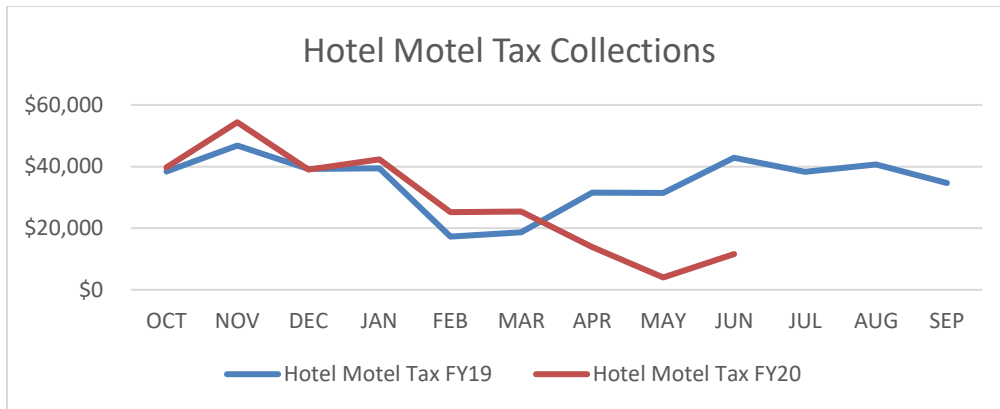


## DOWNTOWN DEVELOPMENT AUTHORITY

- Operational results are on track with the amended budget.

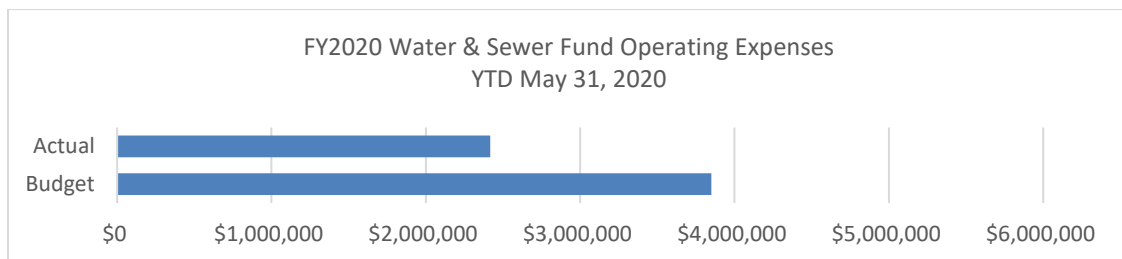
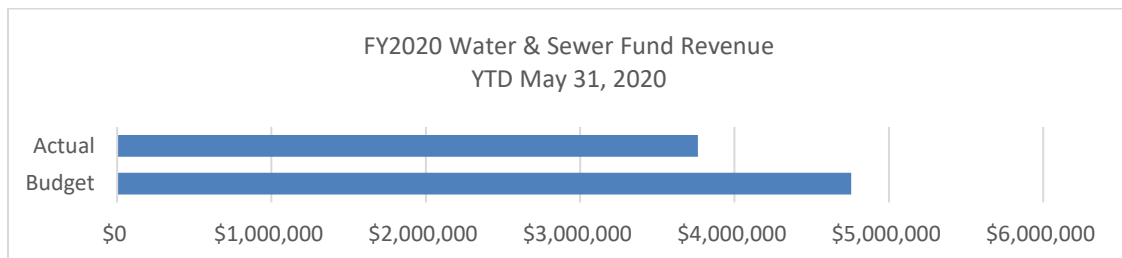
### HOTEL/MOTEL TAX FUND

- Tax revenue collections were trending slightly above prior year but experienced a sharp decline with the onset of the Pandemic.



### WATER AND SEWER FUND

- Water and sewer sales were trending higher than budget and prior year. As a result of the Pandemic, revenue from water sales and sewer charges in April and May 2020 were 18% less than April and May 2019.
- Tap Fees revenue collected year-to-date total \$181,056, compared to \$385,005 at the same time last year.
- All department expenses are in line with the amended budget.



### SOLID WASTE FUND

- Revenues and expenses are meeting budget expectations.
- Expenses for Supplies reflects the non-routine purchase of 22 dumpsters at a cost of \$29,280.

GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE 05/31/2020 NORMAL (ABNORMAL)	% BDGT USED
Fund 100 - GENERAL FUND				
	GENERAL PROPERTY TAXES	1,757,438.00	1,711,831.51	97.40
	GENERAL SALES AND USE TAXES	763,000.00	629,268.36	82.47
	SELECTIVE SALES AND USE TAXES	148,000.00	138,985.24	93.91
	ALCOHOLIC BEVERAGES LICENSES	127,650.00	127,275.00	99.71
	BUSINESS TAXES	523,900.00	523,783.87	99.98
	PENALTIES AND INTEREST	3,000.00	1,553.65	51.79
	PERMITS	65,535.00	81,385.29	124.19
	INTERGOVERNMENTAL REVENUE	31,800.00	23,377.02	73.51
	CHARGES FOR SERVICES	89,600.00	41,624.88	46.46
	FINES AND FORFEITURES	101,500.00	108,646.14	107.04
	INVESTMENT INCOME	60,000.00	38,898.48	64.83
	CONTRIBUTIONS AND DONATIONS	0.00	130.00	100.00
	MISCELLANEOUS REVENUE	18,000.00	16,868.09	93.71
	OTHER FINANCING SOURCES	2,000.00	6,000.00	300.00
	OTHER CHARGES FOR SERVICES	0.00	17,768.96	100.00
	TRANSFERS IN FROM OTHER FUNDS	8,000.00	7,321.27	91.52
	APPROPRIATED FUND BALANCE	906,161.00	0.00	0.00
TOTAL REVENUES		4,605,584.00	3,474,717.76	75.45
	LEGISLATIVE	174,477.00	119,119.81	68.27
	EXECUTIVE	300,556.00	205,926.85	68.52
	ELECTIONS	13,450.00	10,679.17	79.40
	GENERAL ADMINISTRATION	897,917.00	637,586.61	71.01
	MUNICIPAL COURT	223,967.00	135,945.14	60.70
	CITY MARSHAL	352,689.00	200,605.26	56.88
	STREETS	1,097,921.00	716,095.36	65.22
	MAINTENANCE AND SHOP	93,524.00	61,897.85	66.18
	CEMETERY	53,970.00	35,106.41	65.05
	PARKS	22,440.00	10,498.68	46.79
	COMMUNITY DEVELOPMENT	273,147.00	175,558.81	64.27
	NON-DEPARTMENTAL	29,151.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	1,072,375.00	974,862.00	90.91
TOTAL EXPENDITURES		4,605,584.00	3,283,881.95	71.30
Fund 100 - GENERAL FUND:				
TOTAL REVENUES		4,605,584.00	3,474,717.76	75.45
TOTAL EXPENDITURES		4,605,584.00	3,283,881.95	71.30
NET OF REVENUES & EXPENDITURES		0.00	190,835.81	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA  
 PERIOD ENDING 05/31/2020  
 % Fiscal Year Completed: 66.67

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	% BDGT
		AMENDED BUDGET	05/31/2020 NORMAL (ABNORMAL)	USED
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY				
	CHARGES FOR SERVICES	0.00	918.88	100.00
	CONTRIBUTIONS AND DONATIONS	0.00	244.65	100.00
	MISCELLANEOUS REVENUE	0.00	941.31	100.00
	TRANSFERS IN FROM OTHER FUNDS	280,179.00	202,666.00	72.33
	APPROPRIATED FUND BALANCE	30,270.00	0.00	0.00
TOTAL REVENUES		310,449.00	204,770.84	65.96
DDA ADMINISTRATION		218,652.00	142,748.58	65.29
DOWNTOWN DEVELOPMENT		86,527.00	60,782.89	70.25
DAHLONEGA 2000		5,270.00	2,635.00	50.00
TOTAL EXPENDITURES		310,449.00	206,166.47	66.41
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY:				
TOTAL REVENUES		310,449.00	204,770.84	65.96
TOTAL EXPENDITURES		310,449.00	206,166.47	66.41
NET OF REVENUES & EXPENDITURES		0.00	(1,395.63)	100.00



REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA  
 PERIOD ENDING 05/31/2020  
 % Fiscal Year Completed: 66.67

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	% BDGT USED
		AMENDED BUDGET	05/31/2020 NORMAL (ABNORMAL)	
Fund 275 - HOTEL/MOTEL TAX FUND				
	HOTEL/MOTEL TAXES	269,000.00	244,042.24	90.72
	TOTAL REVENUES	269,000.00	244,042.24	90.72
	PURCHASES/CONTRACTED SERVICES	250,000.00	166,666.64	66.67
	TRANSFERS OUT TO OTHER FUNDS	19,000.00	77,375.60	407.24
	TOTAL EXPENDITURES	269,000.00	244,042.24	90.72
Fund 275 - HOTEL/MOTEL TAX FUND:				
	TOTAL REVENUES	269,000.00	244,042.24	90.72
	TOTAL EXPENDITURES	269,000.00	244,042.24	90.72
	NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA  
 PERIOD ENDING 05/31/2020  
 % Fiscal Year Completed: 66.67

GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE 05/31/2020 NORMAL (ABNORMAL)	% BDGT USED
Fund 320 - SPLOST CAPITAL PROJECTS FUND				
	GENERAL SALES AND USE TAXES	313,965.00	81,442.69	25.94
	INVESTMENT INCOME	0.00	813.56	100.00
	TOTAL REVENUES	313,965.00	82,256.25	26.20
	TRANSFERS OUT TO OTHER FUNDS	313,965.00	186,229.24	59.32
	TOTAL EXPENDITURES	313,965.00	186,229.24	59.32
Fund 320 - SPLOST CAPITAL PROJECTS FUND:				
	TOTAL REVENUES	313,965.00	82,256.25	26.20
	TOTAL EXPENDITURES	313,965.00	186,229.24	59.32
	NET OF REVENUES & EXPENDITURES	0.00	(103,972.99)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA  
 PERIOD ENDING 05/31/2020  
 % Fiscal Year Completed: 66.67

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	% BDGT
		AMENDED BUDGET	05/31/2020 NORMAL (ABNORMAL)	USED
Fund 335 - TSPLOST CAPITAL PROJECTS FUND				
	GENERAL SALES AND USE TAXES	594,244.00	511,480.91	86.07
	INVESTMENT INCOME	0.00	1,677.57	100.00
	TOTAL REVENUES	594,244.00	513,158.48	86.35
	OTHER COSTS	274,242.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	320,002.00	44,384.00	13.87
	TOTAL EXPENDITURES	594,244.00	44,384.00	7.47
Fund 335 - TSPLOST CAPITAL PROJECTS FUND :				
	TOTAL REVENUES	594,244.00	513,158.48	86.35
	TOTAL EXPENDITURES	594,244.00	44,384.00	7.47
	NET OF REVENUES & EXPENDITURES	0.00	468,774.48	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA  
 PERIOD ENDING 05/31/2020  
 % Fiscal Year Completed: 66.67

GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE 05/31/2020 NORMAL (ABNORMAL)	% BDGT USED
Fund 505 - WATER AND SEWER FUND				
	INTERGOVERNMENTAL REVENUE	0.00	4,500.00	100.00
	INVESTMENT INCOME	64,600.00	44,275.37	68.54
	MISCELLANEOUS REVENUE	700.00	1,607.03	229.58
	WATER CHARGES	2,563,000.00	1,947,799.94	76.00
	TAP FEES - WATER	44,426.00	87,446.00	196.84
	SEWER CHARGES	1,778,000.00	1,351,405.64	76.01
	TAP FEES - SEWER	39,835.00	93,610.00	234.99
	OTHER CHARGES FOR SERVICES	68,000.00	45,091.18	66.31
	TRANSFERS IN FROM OTHER FUNDS	197,705.00	186,229.24	94.20
	APPROPRIATED NET ASSETS	2,612,175.00	0.00	0.00
	TOTAL REVENUES	7,368,441.00	3,761,964.40	51.06
	SEWER LIFT STATIONS	224,394.00	120,960.47	53.91
	SEWER TREATMENT PLANT	687,751.00	451,240.87	65.61
	DISTRIBUTION AND COLLECTION	894,152.00	563,967.49	63.07
	WATER SUPPLY	175,904.00	113,545.66	64.55
	WATER TREATMENT PLANT	1,741,429.00	1,140,206.13	65.48
	CAPITAL OUTLAYS	1,713,735.00	526,307.26	30.71
	INTERFUND CHARGES	67,500.00	28,125.00	41.67
	DEPRECIATION AND AMORTIZATION	1,805,227.00	1,203,480.00	66.67
	OTHER COSTS	58,349.00	0.00	0.00
	TOTAL EXPENDITURES	7,368,441.00	4,147,832.88	56.29
Fund 505 - WATER AND SEWER FUND:				
	TOTAL REVENUES	7,368,441.00	3,761,964.40	51.06
	TOTAL EXPENDITURES	7,368,441.00	4,147,832.88	56.29
	NET OF REVENUES & EXPENDITURES	0.00	(385,868.48)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA  
 PERIOD ENDING 05/31/2020  
 % Fiscal Year Completed: 66.67

		2019-20	YTD BALANCE	% BDGT
GL NUMBER	DESCRIPTION	AMENDED BUDGET	05/31/2020 NORMAL (ABNORMAL)	USED
Fund 540 - SOLID WASTE FUND				
	CHARGES FOR SERVICES	400.00	250.00	62.50
	OTHER FINANCING SOURCES	115,000.00	0.00	0.00
	REFUSE COLLECTION CHARGES	832,000.00	617,368.56	74.20
	APPROPRIATED NET ASSETS	670.00	0.00	0.00
TOTAL REVENUES		948,070.00	617,618.56	65.14
	PERSONAL SERVICES AND EMPLOYEE BENEFITS	463,782.00	310,943.65	67.05
	PURCHASES/CONTRACTED SERVICES	239,980.00	160,947.03	67.07
	SUPPLIES	63,340.00	57,482.13	90.75
	CAPITAL OUTLAYS	115,000.00	0.00	0.00
	DEPRECIATION AND AMORTIZATION	58,268.00	38,848.00	66.67
	OTHER COSTS	2,500.00	2,500.00	100.00
	DEBT SERVICE	5,200.00	3,365.96	64.73
TOTAL EXPENDITURES		948,070.00	574,086.77	60.55
Fund 540 - SOLID WASTE FUND:				
	TOTAL REVENUES	948,070.00	617,618.56	65.14
	TOTAL EXPENDITURES	948,070.00	574,086.77	60.55
	NET OF REVENUES & EXPENDITURES	0.00	43,531.79	100.00
TOTAL REVENUES - ALL FUNDS		14,409,753.00	8,898,528.53	61.75
TOTAL EXPENDITURES - ALL FUNDS		14,409,753.00	8,686,623.55	60.28
NET OF REVENUES & EXPENDITURES		0.00	211,904.98	100.00