



# Main Street Program / Downtown Development Authority Board Agenda

June 03, 2021 8:45 AM

McCullough Council Chambers – City Hall

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## **Call to Order**

## **Amendment to the Agenda**

## **Meeting Minutes**

- [1.](#) Main Street/DDA Board May Meeting Minutes

## **Continuing Business**

- [2.](#) DDA Support Letter, 147 North Park St.  
Ryan Puckett, DDA Chairman
- [3.](#) Head House Financing Documents  
Bill Schmid, City Manager

## **New Business**

- [4.](#) Budget Surplus Projects  
Ryan Puckett, Chair

## **Main Street / DDA Monthly Report**

- [5.](#) April Main Street/DDA Financials
- [6.](#) Main Street – June 2021  
Ariel Alexander, Main Street/DDA Staff  
Skyler Alexander, Main Street/DDA Staff

## **Announcements from Partner Agencies**

- A. City of Dahlonaga
- B. University of North Georgia
- C. Chamber of Commerce/Tourism Office
- D. Historic Preservation Commission
- E. Planning & Zoning Commission
- F. Dahlonaga Downtown Business Association

## **Adjourn**



## Main Street Program / Downtown Development Authority Board Minutes

May 06, 2021 8:45 AM

Canopy and the Roots; 53 W Main St, Dahlonega, GA 30533

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### PRESENT

Chairman Ryan Puckett  
Vice Chairman Tony Owens  
Board Member Eddie Wayne  
Board Member Amy Thrailkill  
Board Member Ryan Reagin

### Call to Order

Call to order 8:51 a.m.

### Amendment to the Agenda

### Meeting Minutes

1. Main Street/DDA Board February 4, 2021 Meeting Minutes
  - Motion to approve made by Vice Chairman Owens, Seconded by Board Member Wayne.  
Voting Yea: Vice Chairman Owens, Board Member Wayne, Board Member Thrailkill, Board Member Reagin
2. City Council & Main Street/DDA Board March 15, 2021 Meeting Minutes
  - Motion to approve made by Vice Chairman Owens, Seconded by Board Member Reagin.  
Voting Yea: Chairman Puckett, Vice Chairman Owens, Board Member Wayne, Board Member Thrailkill, Board Member Reagin
3. Main Street/DDA Board April 1, 2021 Meeting Minutes
  - Motion to approve made by Board Member Thrailkill, Seconded by Board Member Reagin.  
Voting Yea: Vice Chairman Owens, Board Member Wayne, Board Member Thrailkill, Board Member Reagin

### Continuing Business

4. Discussion of 147 N Park Proposals
  - Chairman Puckett reminded the board of the three proposals for the property and informed the board that one has been withdrawn.
  - The board discussed the 147 Park proposals and whether the Main Street/DDA board should focus more on development or more on the Main Street approach.
  - The board decided to table this discussion until they have the finalized guidelines for the Main Street/DDA Board.
5. Coordination with Council and Georgia Main Street for Bylaws and MS Manager Job Description
  - City Manager Schmid informed the board that there will be a meeting with the Georgia Main Street Program staff, Joel Cordle to represent City Council, a representative from the Main Street/DDA Board and himself, to align the bylaws with the DDA so that they

reflect the purpose of the Main Street Program as well as draft a job description for the Main Street/DDA position.

- Ryan Puckett volunteered to be the representative for the Main Street/DDA Board.

6. Budget Amendment

- Mr. Schmid informed the Board that there will be sidewalk sales on Independence Day weekend for the merchants.
- Mr. Schmid made a budget amendment request and offered to provide detail of how the money will be spent for the 2021 Independence Day Celebration.
- Motion to spend \$10,000.00 on 4<sup>th</sup> of July activities.
- Motion made by Vice Chairman Owens, Seconded by Board Member Wayne.  
Voting Yea: Vice Chairman Owens, Board Member Wayne, Board Member Thrailkill, Board Member Reagin

**New Business**

7. Main Street/DDA March Financials

- No discussion

8. GEMS Memorandum of Understanding 2021-2022

- Mr. Schmid explained the MOU to the board.
- Motion to execute the document with the state on behalf of the board.
- Motion made by Board Member Wayne, Seconded by Board Member Thrailkill.  
Voting Yea: Vice Chairman Owens, Board Member Wayne, Board Member Thrailkill, Board Member Reagin

**Main Street / DDA Monthly Report**

9. Main Street – May 2021 Ariel Alexander, Main Street/DDA Staff Skyler Alexander, Main Street/DDA Staff

- Ms. Alexander highlighted the Main Street Report.
- The Board discussed training for staff as well as the board.
- Brandon Little – Owner of Canopy and The Roots - inquired about selling some of his products at the First Friday Concerts.

**Announcements from Partner Agencies**

A. City of Dahlonega

- Mr. Schmid informed the board of the upcoming demolition of the 147 N Park property, the April council meeting, an update on the Head House, and the North Grove and East Main beautification.

B. University of North Georgia

C. Chamber of Commerce/Tourism Office

- Director of Tourism, Sam McDuffie, informed the board of the upcoming tourism campaigns.

D. Historic Preservation Commission

E. Planning & Zoning Commission

F. Dahlonega Downtown Business Association

**Adjourn**

The meeting was adjourned at 10:11 a.m.

To assist in guiding the project proposals regarding 147 N. Park St., the Downtown Development Authority of the city of Dahlonga would like to offer its recommendations for a preferred scope of projects thought to be most consistent with the wants and needs of the current downtown area, conducive to future growth and mutually beneficial to residents and visitors alike. Preferred projects do not have to contain all of these types of businesses; however, these guiding qualities are viewed as the maximum degree of development to which the DDA supports:

- Multiuse retail, office space, restaurant/brew pub, owner occupied residential,
- Ground level parking,
- No more than 40' tall (or three stories),
- Aesthetic consistent with the existing Downtown area,
- Easy and inviting access to and from the square,
- Greenspace is a plus.

Ryan Puckett, DDA Chairman

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6/3/2021

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

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

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

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

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

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

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

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

WHEREAS, in order to finance the renovation of the Property, the Authority proposes issuing its Promissory Note, in the face amount of \$ \_\_\_\_\_ (the “Note”) to \_\_\_\_\_, as lender (the “Bank”) pursuant to a resolution adopted by the Authority on June \_\_, 2021 (the “Resolution”); and

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

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

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

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

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

Section 3. Authorization of Assignment. The execution of the consent to the Assignment by the Mayor or Mayor Pro Tem is hereby authorized and approved. The Assignment shall be in substantially the form attached hereto as Exhibit B, subject to such minor changes, insertions, or omissions, as may be approved by the person executing the same, and the execution of the Assignment by the Mayor or Mayor Pro Tem of the City as hereby authorized shall be conclusive evidence of such approval.

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

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

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

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

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

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

SO RESOLVED as of this \_\_\_\_\_ day of June 2021.

CITY OF DAHLONEGA, GEORGIA

By: \_\_\_\_\_  
Sam Norton  
Mayor



Exhibit A

FORM OF CONTRACT

Exhibit B

FORM OF ASSIGNMENT

Exhibit C

FORM OF LIMITED WARRANTY DEED

CLERK'S CERTIFICATE

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

WITNESS, my hand and the official seal of the City of Dahlonega, Georgia, this \_\_\_\_\_ day of June, 2021.

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Mary Csukas  
Clerk

(SEAL)

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF DAHLONEGA

AND

CITY OF DAHLONEGA, GEORGIA

INTERGOVERNMENTAL CONTRACT

Dated as of June 1, 2021

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

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

# INTERGOVERNMENTAL CONTRACT

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

W I T N E S S E T H:

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

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

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

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

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

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



WHEREAS, in order to finance the renovation of the Property, the Authority proposes issuing its Promissory Note, in the face amount of \$\_\_\_\_\_ (the “Note”) to \_\_\_\_\_, as lender (the “Bank”) pursuant to a resolution adopted by the Authority on June \_\_, 2021 (the “Resolution”); and

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

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

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

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

## **ARTICLE I.**

### **DEFINITIONS**

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

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

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

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

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

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

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

“State” means the State of Georgia.

## ARTICLE II.

### REPRESENTATIONS

#### Section 2.1. Representations of Authority.

The Authority represents as follows:

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

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

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

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

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

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

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

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

## **Section 2.2. Representations of the City.**

The City represents as follows:

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

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

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

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

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

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

### **ARTICLE III.**

#### **ISSUANCE OF THE NOTE; APPLICATION OF PROCEEDS**

##### **Section 3.1. Agreement to Issue the Note**

The Authority agrees that it will issue the Note.

##### **Section 3.2. Application of Note Proceeds.**

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

## **ARTICLE IV.**

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

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

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

#### **Section 4.2. Contract Payments.**

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

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

#### **Section 4.3. Obligations of the City Hereunder Unconditional.**

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

as such action does not abrogate the obligations of the City contained in the first sentence of this Section.

#### **Section 4.4. Levy for Contract Payments.**

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

#### **Section 4.5. Appropriation Obligation.**

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

#### **Section 4.6. Enforcement of Obligations.**

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

## **ARTICLE V.**

### **SPECIAL COVENANTS**

#### **Section 5.1. Further Assurances and Corrective Instruments.**

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

#### **Section 5.2. Authority and City Representatives.**

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

#### **Section 5.3. Financial Statements.**

The City shall provide a copy of audited financial statements to the Bank within \_\_\_\_\_ days of the end of each fiscal year.

#### **Section 5.4. Provisions Respecting Insurance.**

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

#### **Section 5.5. Operation of the Property.**

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

#### **Section 5.6. Conveyance and Renovation of Property.**

Contemporaneously with the issuance of the Note, the City shall convey the Property to the Authority pursuant to the Limited Warranty Deed. Upon the payment in full of the principal of and interest on the Note, the Authority shall convey the Property to the City pursuant to a limited warranty deed, subject only to such liens and encumbrances in effect at the time of the issuance of the Note or incurred with the written consent of the City.

Within a reasonable time following the issuance of the Note, and preparation of the plans and specifications for the renovation of the Property, the Authority will renovate the



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

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

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

#### **Section 5.7. Release and Indemnification Covenants.**

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

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

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

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

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

## **ARTICLE VI.**

### **EVENTS OF DEFAULT AND REMEDIES**

#### **Section 6.1. Events of Default Defined.**

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

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

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

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

#### **Section 6.2. Remedies on Default.**

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

#### **Section 6.3. No Remedy Exclusive.**

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

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

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

**Section 6.5. No Additional Waiver Implied by One Waiver.**

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

## **ARTICLE VII.**

### **MISCELLANEOUS**

#### **Section 7.1. Notices.**

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

#### **Section 7.2. Binding Effect; Third Party Beneficiary.**

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

#### **Section 7.3. Severability.**

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

#### **Section 7.4. Amendments, Changes and Modifications.**

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

#### **Section 7.5. Execution in Counterparts.**

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

#### **Section 7.6. Applicable Law.**

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

#### **Section 7.7. Captions.**

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

#### **Section 7.8. No Personal Recourse.**

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

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

DOWNTOWN DEVELOPMENT AUTHORITY  
OF THE CITY OF DAHLONEGA

(SEAL)

By: \_\_\_\_\_  
Ryan Puckett  
Chairman

Attest:

By: \_\_\_\_\_  
Amy Thrailkill  
Secretary

CITY OF DAHLONEGA, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Sam Norton  
Mayor

Attest:

By: \_\_\_\_\_  
Mary Csukas  
Clerk

## ASSIGNMENT

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

### WITNESSETH:

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

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

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

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

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

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

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

4. The Authority represents and warrants as follows:

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to the Authority:

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

If to the Bank:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

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

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

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

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

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

DOWNTOWN DEVELOPMENT AUTHORITY  
OF THE CITY OF DAHLONEGA

(SEAL)

By: \_\_\_\_\_  
Ryan Puckett  
Chairman

Attest:

By: \_\_\_\_\_  
Amy Thrailkill  
Secretary

This Assignment accepted on the date first above written.

---

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

[Name]

[Title]

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

CITY OF DAHLONEGA, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Sam Norton  
Mayor

Attest:

\_\_\_\_\_  
Mary Csukas  
Clerk

After recording return to:

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

### **LIMITED WARRANTY DEED**

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

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

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

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

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

**CITY OF DAHLONEGA, GEORGIA**

By: \_\_\_\_\_  
Sam Norton  
Mayor

(SEAL)

Attest:

By: \_\_\_\_\_  
Mary Csukas  
Clerk

Signed, sealed and delivered  
in the presence of:

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

(NOTARIAL SEAL)



## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

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

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

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

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

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

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

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

A RESOLUTION OF THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF DAHLONEGA APPROVING AND AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF A PROMISSORY NOTE AND AN INTERGOVERNMENTAL CONTRACT BETWEEN THE AUTHORITY AND THE CITY OF DAHLONEGA, GEORGIA RELATING TO THE PROMISSORY NOTE.

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

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

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

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

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

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

WHEREAS, in order to finance the renovation of the Property, the Authority proposes obtaining a loan from \_\_\_\_\_ (“Lender”) in the amount of \$ \_\_\_\_\_ evidenced by the issuance by the Authority of its Promissory Note, in the face amount of \$ \_\_\_\_\_ (the “Note”) payable to Lender; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Downtown Development Authority of the City of Dahlonega, and IT IS HEREBY RESOLVED by the authority of the same as follows:

Section 1. Authority for Resolution. This Resolution is adopted pursuant to the provisions of the Act.

Section 2. Findings. It is hereby ascertained, determined and declared that:

- (a) incurring the Loan for the purposes stated herein and using the proceeds thereof to finance the Project are lawful and valid public purposes and will further the public purpose intended to be served by the Act;
- (b) the Contract Payments will be fully sufficient to pay the principal of and interest on the Note as the same become due and payable; and
- (c) the Note will constitute a limited obligation of the Authority and will be payable solely from the Contract.

Section 3. Authorization of Note. The execution, delivery and performance of the Note are hereby authorized and approved. The Note shall be in substantially the form of the instrument attached as Exhibit A to this Resolution, subject to such changes, insertions or deletions as may be approved by the person executing the same. The execution of the Note by the Chairman or the Vice Chairman of the Authority as hereby authorized shall be conclusive evidence of the approval of any such changes, insertions or deletions. The corporate seal of the

Authority may, but need not be, impressed on or affixed to the Note, and the execution of the Note may, but need not be, attested to by the Secretary.

Section 4. Authorization of Contract. The execution, delivery and performance of the Contract are hereby authorized and approved. The Contract shall be substantially the form of the instrument attached as Exhibit B to this Resolution, subject to such changes, insertions or deletions as may be approved by the person executing the same. The execution of the Contract by the Chairman or the Vice Chairman of the Authority as hereby authorized shall be conclusive evidence of the approval of any such changes, insertions or deletions.

Section 5. Authorization of Assignment. The execution, delivery and performance of the Assignment are hereby authorized and approved. The Assignment shall be in substantially the form of the instrument attached as Exhibit C to this Resolution, subject to such changes, insertions or deletions as may be approved by the person executing the same. The execution of the Assignment by the Chairman or the Vice Chairman of the Authority as hereby authorized shall be conclusive evidence of the approval of any such changes, insertions or deletions.

Section 6. General Authority. From and after the execution and delivery of the documents hereinabove authorized, the proper members, officers, agents and employees of the Authority are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and to execute and deliver any and all other documents and certificates as may be necessary or desirable in order to carry out the purposes and intents of this Resolution.

Section 7. Actions Approved and Confirmed. All acts and doings of the members, officers, agents and employees of the Authority which are in conformity with the purposes and intents of this Resolution and in the furtherance the execution, delivery and performance of the Note, the Contract and the Assignment are, in all respects, approved and confirmed.

Section 8. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Note, the Contract, the Assignment or any other agreement authorized by this Resolution shall be deemed to be a stipulation, obligation or agreement of any member, officer employee of the Authority in his or her individual capacity.

Section 9. Severability of Invalid Provisions. If any one or more of the covenants, agreement or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreement or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreement and provisions and shall in no way affect the validity of any of the other covenants, agreement and provisions hereof or of the Note, the Contract or the Assignment.

Section 10. Repealing Clause. All resolutions or parts thereof of the Authority in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 11. Effective Date. This Resolution shall be effective immediately upon its adoption.

SO RESOLVED as of this \_\_\_\_\_ day of June, 2021.

DOWNTOWN DEVELOPMENT AUTHORITY  
OF THE CITY OF DAHLONEGA

(SEAL)

By: \_\_\_\_\_  
Ryan Puckett  
Chairman

Attest:

By: \_\_\_\_\_  
Amy Thrailkill  
Secretary

EXHIBIT A

FORM OF NOTE

EXHIBIT B  
FORM OF CONTRACT



EXHIBIT C

FORM OF ASSIGNMENT

## SECRETARY'S CERTIFICATE

I, the undersigned Secretary of the Downtown Development Authority of the City of Dahlonaga (the "Authority"), DO HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of the resolution adopted by the Authority at an open public meeting duly called and lawfully assembled on June \_\_, 2021, the original of said resolution being duly recorded in the Minute Book of the Authority, which Minute Book is in my custody and control.

WITNESS, my hand and the official seal of the Authority, this \_\_\_\_\_ day of June, 2021.

---

Amy Thrailkill  
Secretary

(SEAL)

THIS NOTE HAS NOT BEEN REGISTERED UNDER  
(I) THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED,  
(II) THE GEORGIA SECURITIES ACT OF 1973, AS AMENDED, OR  
(III) UNDER ANY OTHER STATE SECURITIES LAW

PROMISSORY NOTE

KNOW ALL MEN BY THESE PRESENTS that the DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF DAHLONEGA (the “Authority”), a public body corporate and politic created pursuant to an act of the General Assembly of the State of Georgia known as the “Downtown Development Authorities Law” of the State of Georgia (O.C.G.A. Section 36-42-1 *et seq.*, as amended) (the “Act”), for value received hereby acknowledges that it is obligated to, and promises to pay to \_\_\_\_\_ or its successor or assignee (the “Bank”) solely from the Contract Payments (hereinafter defined) (a) the sum of the amounts advanced under this Note as shown on the Schedule of Advances attached hereto, which amount shall not exceed \$ \_\_\_\_\_ and (b) interest thereon (calculated on the basis of the actual number of days elapsed in a 360-day year) as hereinafter described. This Note shall initially bear interest at \_\_\_\_\_% from the date of issuance of this Note (the “Issue Date”) up to and including the date that is \_\_\_\_\_ years from the Issue Date (the “Reset Date”). The interest rate will be reset on the Reset Date and will remain in effect from the date following the Reset Date to and including the final maturity of this Note. The interest rate on the Reset Date shall be equal to 70% of the “Prime Rate.” The Prime shall be the Prime Rate published in the Wall Street Journal. The Authority acknowledges that the Prime Rate announced or otherwise merely serves as a basis upon which effective rates of interest are calculated for loans making reference thereto and that such Prime Rate may not be the lowest rate at which interest is calculated or credit extended. One year from the date of issuance of this Note (the “Final Advance Date”), the Authority shall pay the accrued interest on this Note. From month to month thereafter, the Authority shall pay an amount sufficient repay all principal and interest in 180 approximately equal payments. Notwithstanding the foregoing, all amounts owed hereunder shall be paid on \_\_\_\_\_. Payments on this Note shall be applied first to principal and then accrued interest.

The Bank is authorized and by virtue of being the holder hereof agrees to make notation of advances made under this Note on the Schedule of Advances. Advances may be made under this Note up to and including the Final Advance Date. After the Final Advance Date, no further amounts may be advanced hereunder.

This Note was authorized by the Authority pursuant to a resolution adopted by the Authority on June \_\_, 2021 (the “Resolution”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Resolution.

The Authority and the City of Dahlonega, Georgia (the “City”) have entered into an Intergovernmental Contract, dated as of June 1, 2021 (the “Contract”), pursuant to which the Authority has agreed to issue this Note and own and operate the Property, and the City, in consideration of such services and facilities provided by the Authority, has agreed to (a) pay to the Authority (or its assignee) amounts sufficient to pay the debt service on this Note (the

“Contract Payments”) and (b) levy an ad valorem property tax in order to pay the Contract Payments. The Contract Payments have been assigned by the Authority to the Bank pursuant to an Assignment, dated as of June 1, 2021. This Note is a limited obligation of the Authority and is payable solely from the Contract Payments.

This Note may be prepaid in whole or in part on any date by payment of the principal amount to be prepaid plus accrued interest thereon to the date of prepayment.

The Authority hereby waives demand, protest, notice of demand, protest and nonpayment and any other notice, required by law relative hereto.

The Bank’s interests in and rights under this Note and the Assignment are freely assignable, in whole or in part, by the Bank. The Authority shall not assign its rights, obligations and interest hereunder without the prior written consent of the Bank, and any attempt by the Authority to assign without the Bank’s prior written consent is null and void.

No present or future members, director, officer, employee, attorney or agent of the Authority shall be personally liable on this Note or any obligations arising therefrom or from the Contract.

This Note is issued with the intent that the laws of the State of Georgia shall govern its construction.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery by the Authority of the issuance of this Note does exist, have happened and have been performed in due time, form and manner as required by law; and that the issuance of this Note, together with all other obligations of the Authority, does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Authority has caused this Note to be executed on its behalf and attested in its name under seal by its duly authorized officers this \_\_\_\_\_ day of June, 2021.

DOWNTOWN DEVELOPMENT AUTHORITY  
OF THE CITY OF DAHLONEGA

(SEAL)

By: \_\_\_\_\_  
Ryan Puckett  
Chairman

Attest:

By: \_\_\_\_\_  
Amy Thrailkill  
Secretary

## SCHEDULE OF ADVANCES

[illegible]



## Main Street Program / DDA Board Agenda Memo

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**DATE:** 06/03/2021  
**TITLE:** Budget Surplus Projects  
**PRESENTED BY:** Ryan Puckett, Chair

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### AGENDA ITEM DESCRIPTION:

The absence of a DDA Executive Director has created a YTD Balance of around \$84,482.84. With the available funds the DDA is tasked with identifying specific projects that will improve parking access and the walkability within the DDA service area footprint. These funds can be used to directly fund one of the projects listed below or can be supplemental to other community development grants.

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### HISTORY/PAST ACTION:

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### FINANCIAL IMPACT:

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### RECOMMENDATION:

There are two options:

- 1) Improve the sidewalk accessibility and amenities (ie. Trashcans, park benches, etc.) along North Grove St. toward LCMS and East Main St. toward Walmart.
  - 2) Better signage and wayfinding material to promote access to the existing free parking areas provided by the City of Dahlonaga and UNG.
- 

### SUGGESTED MOTIONS:

Motion to approve funds to be spent on one of these selected projects.

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### ATTACHMENTS:

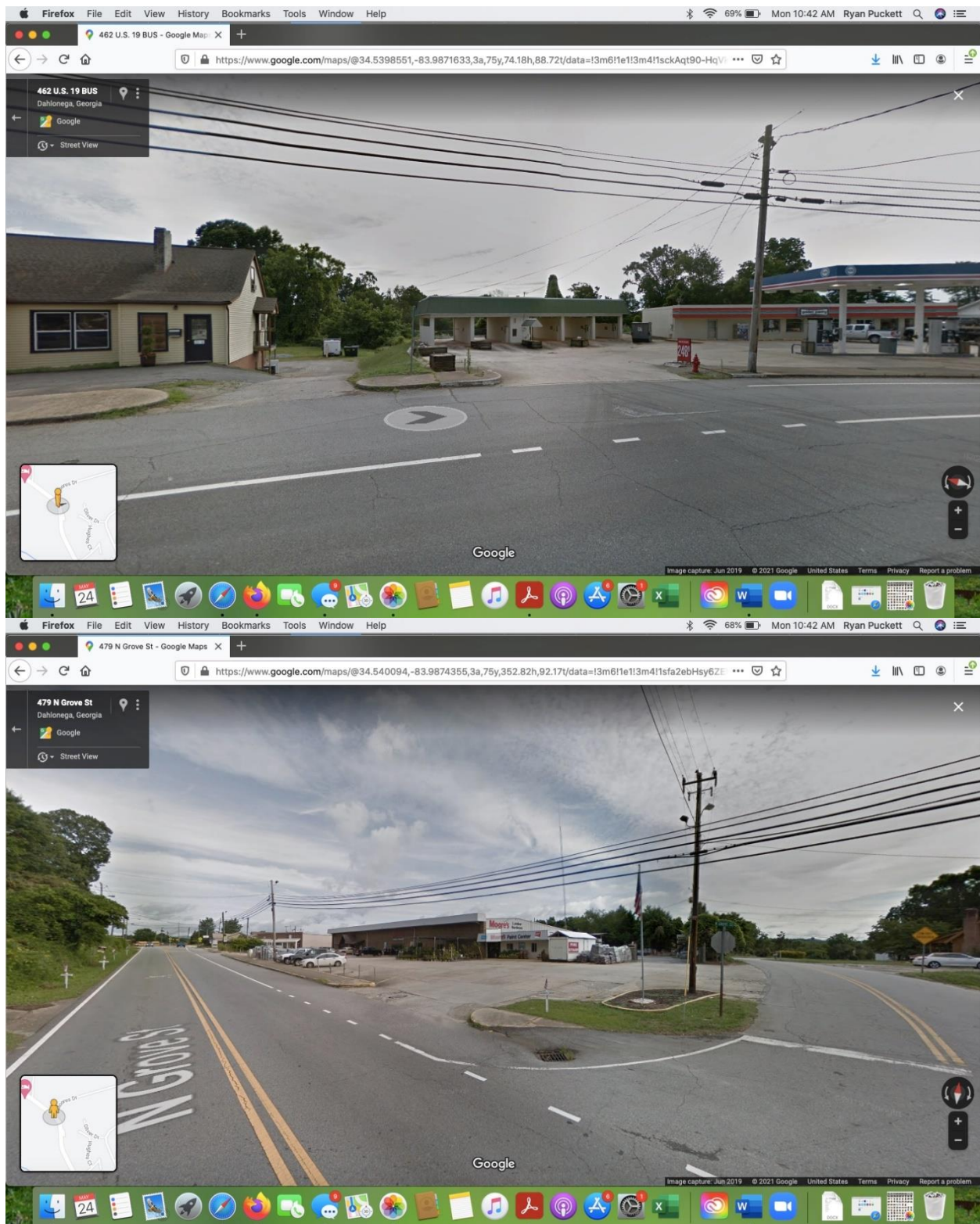
Attached are 12 images  
attached of various street  
throughout downtown  
Dahlonaga

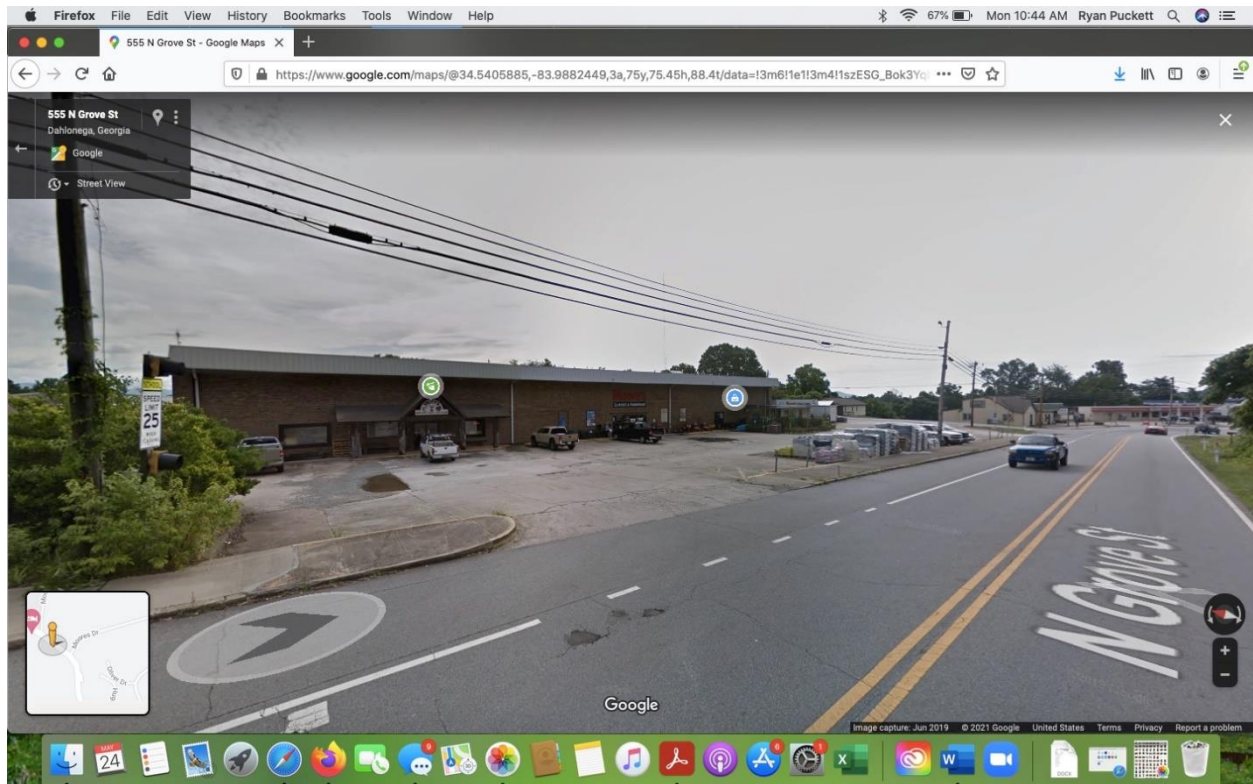
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North Grove St.





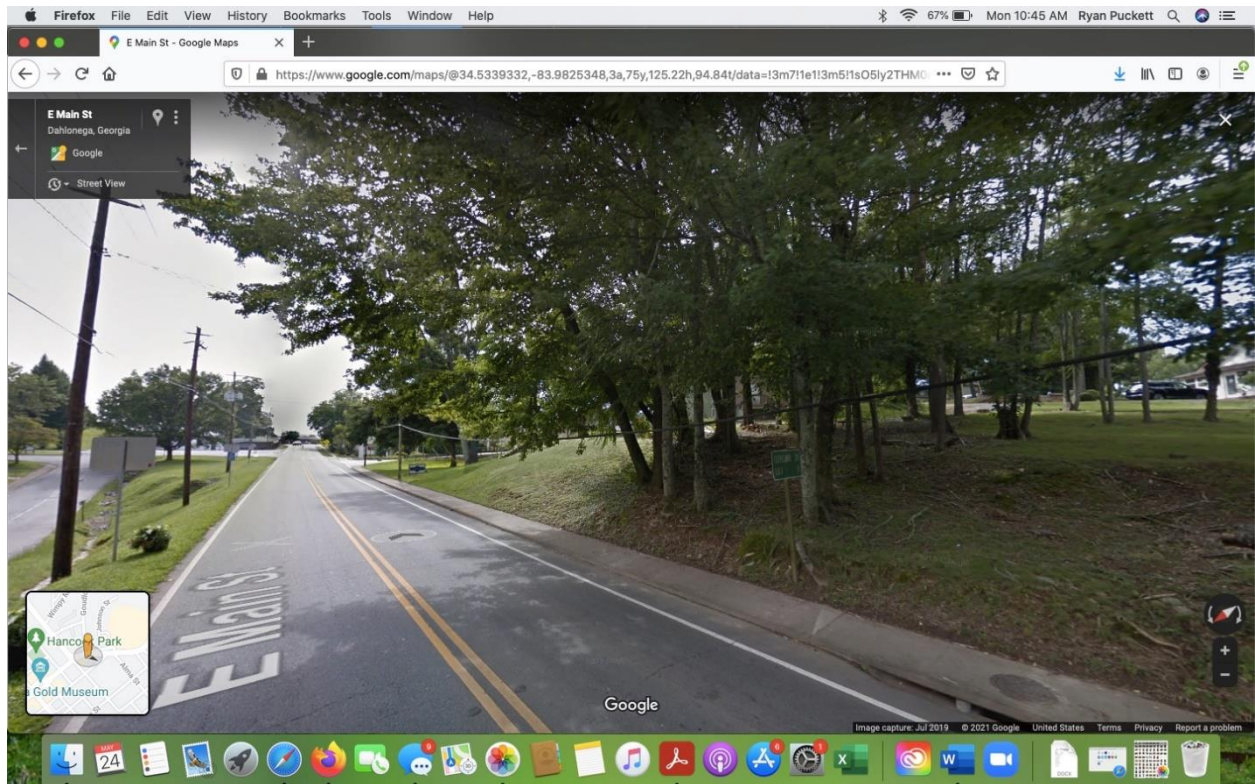




East Main St.

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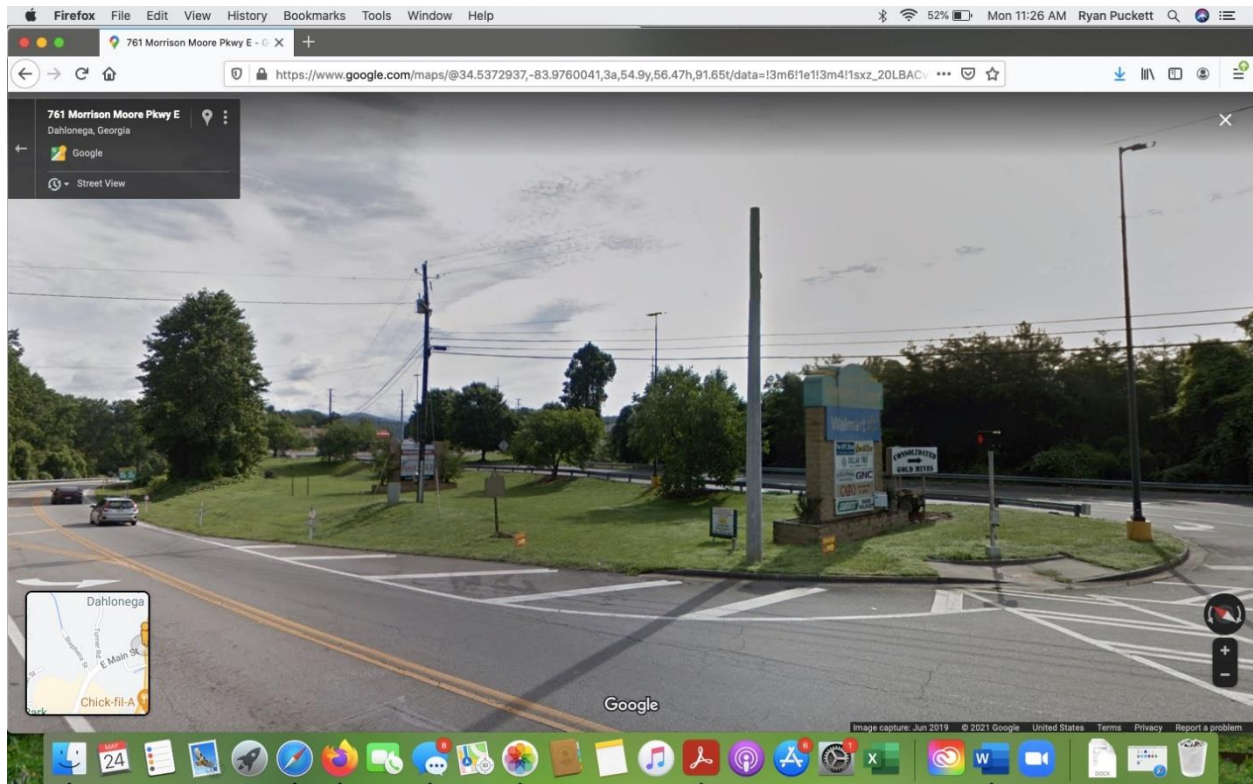




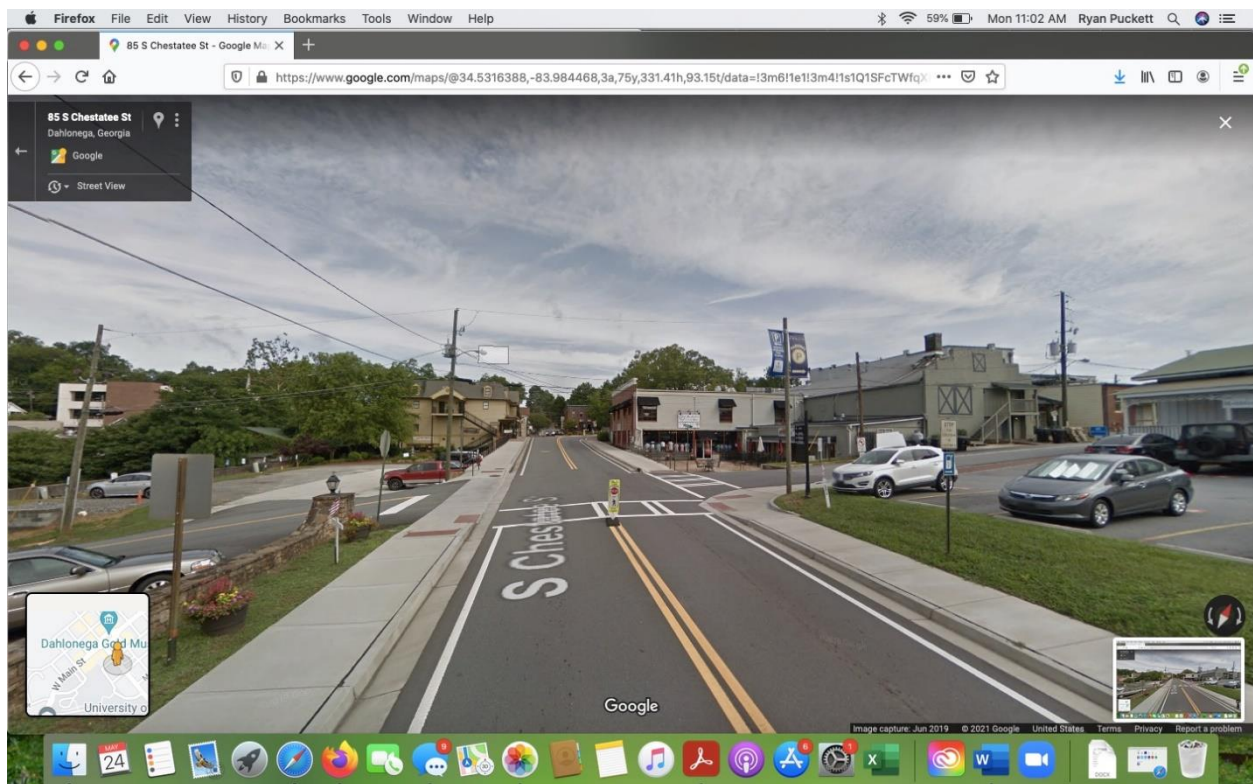








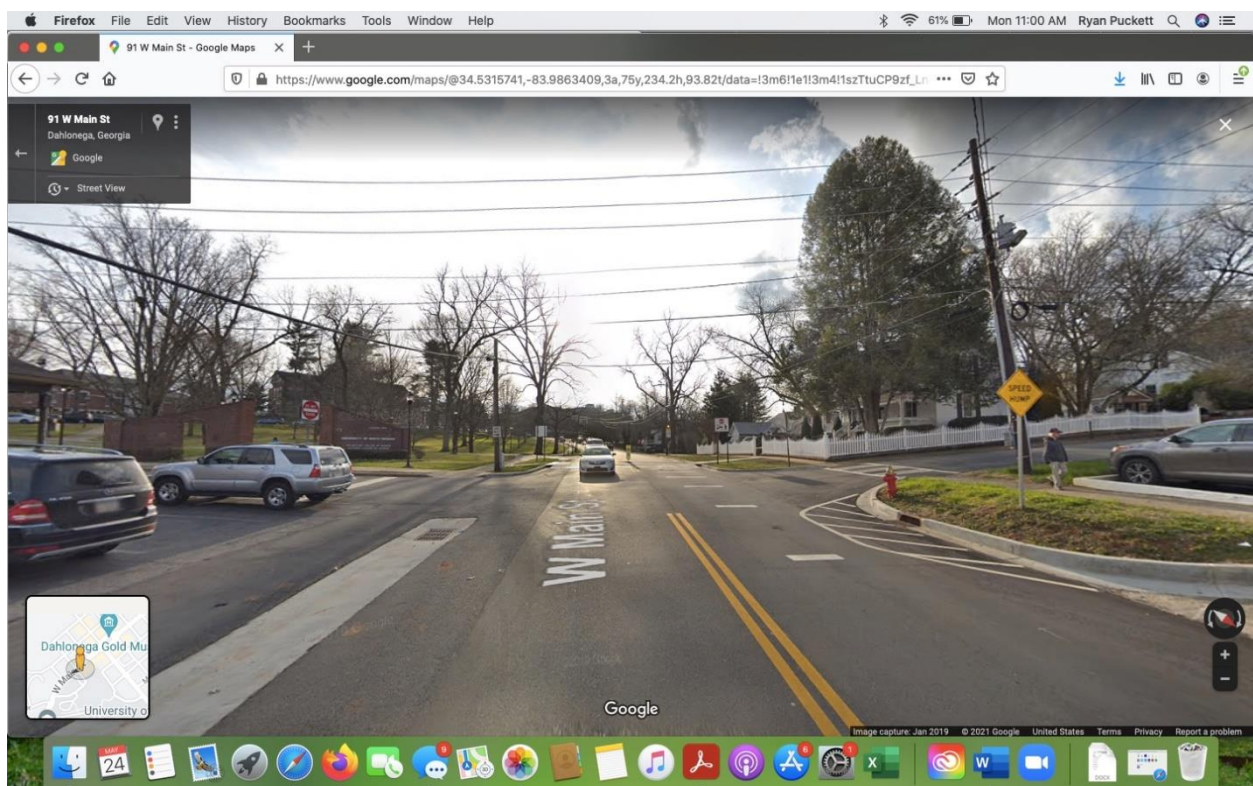
## South Chestatee St.







West Main St.



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

## Department Report

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Report Title: Main Street – June 2021

Report Highlight: Maintaining Event Schedule while also developing more Main Street Projects

Name and Title: Ariel Alexander, Main Street/DDA Staff  
Skyler Alexander, Main Street/DDA Staff

### Recently Completed:

- Farmer's Market, Appalachian Jam, and First Friday Concerts are proceeding well.
- Facilitated Arts and Wine Festival and received great feedback on the large crowds it drew to downtown!
- Met with Missy Chastain to plan and coordinated 2<sup>nd</sup> Annual hot dog eating contest for Independence Day Celebration.
- Secured off-duty officers for Independence Day, as well as booked all of the entertainment for the day.
- Purchased recurring ad space in the Nugget for Independence Day information.
- Revised our rental applications and created a permit for rentals.
- Created Sidewalk agreement form for Independence Day retail sales.

### Underway:

- Completing research in Community Transformation handbooks from the National Main Street Center to better understand our "consumer-based catalyst strategies" to boost business downtown. Plans to complete a "demographic study" that will help us create a marketing plan that best suits the area.
- Workshopping various economic development programs that could be put in place to better serve our business owners and workforce such as a "Marketing Seminar" Idea.
- Developing ideas for Main Street sponsored events that will also generate income for the department.
- Compiling a running list of vacant real estate opportunities for new businesses, as well as maintaining a key for existing businesses and their available retail space.