

**MINUTES  
CITY COUNCIL REGULAR MEETING  
MARCH 6, 2017  
5:00 P.M.**

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CALL TO ORDER: Mayor Grogan called the meeting to order at 5:00 p.m.

ROLL CALL: Present were Mayor W. James Grogan, Councilmember Angie Smith, Councilmember Caleb Phillips, Councilmember Jason Power, Councilmember Mike Sosebee, City Attorney Dana Miles, City Manager Bob Bolz, City Clerk Bonnie Warne, Utilities Director Gary Barr, and Public Works Manager Trampas Hansard.

INVOCATION AND PLEDGE: Invocation and pledge was led by Caleb Phillips.

AGENDA: Motion to approve the agenda by: J. Power/C. Phillips. Vote carried unanimously in favor.

MINUTES: Motion to approve the minutes of the regular meeting February 6, 2017 and the work session February 20, 2017 by: M. Sosebee/J. Power. Vote carried unanimously in favor.

**BUSINESS:**

Proclamation: Exceptional Children's Week March 6-10, 2017: Mayor James Grogan read the proclamation into the minutes. The proclamation was subsequently presented to Hershel Bennett, Director of Exceptional Children.

Training – GMA Convention for Mayor and Council: Motion to approve by: A. Smith/C. Phillips. Vote carried unanimously in favor.

Training - GRWA for Mayor Grogan and State Historic Preservation for Angie Smith: Motion to approve by: J. Power/C. Phillips. Vote carried unanimously in favor.

Zoning Map Update Thru March 6, 2017: Motion to approve by: M. Sosebee/A. Smith. Vote carried unanimously in favor. (Exhibit "A")

Annexation / Rezone Applications Reduced Fee Amount: Motion for fee to remain at \$500 and to deny a reduced amount by: J. Power/C. Phillips. Vote carried in favor 3-1 with Sosebee opposed.

RFP 17-01 Bids for Paving in Red Hawk Subdivision with Balance of Cost from SPLOST: Motion to approve the low bidder of Johnson Paving at \$172,692.70 by: J. Power/A. Smith. Vote carried unanimously in favor.

Bids for Digital Mapping System: Motion to approve the low bidder of Georgia Mountains Regional Commission (GMRC) at \$19,350.00 by: C. Phillips/M. Sosebee. Vote carried unanimously in favor.

Addendum IGA for SPLOST V: Motion to approve by: A. Smith/C. Phillips. Vote carried unanimously in favor. (EXHIBIT "B")

Ratification of Airport Acquisition Agreement: Motion to approve by: C. Phillips/J. Power. Vote carried unanimously in favor. (EXHIBIT "C")

Engineering for Sidewalks: (a) Robinson Elementary School to HWY 9 N (½ City ½ BOE) (b) Robinson Road on HWY 9 N to Perimeter Rd (c) Rainhill Subdivision to HWY 9 N. Motion to approve by: M. Sosebee/A. Smith. Vote carried unanimously in favor.

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**STAFF REPORTS:**

City Manager Bob Bolz updated the Council on the status of the ongoing projects in the City: advertised 3 positions, possible 30 home subdivision on Harben Rd, 4 multi-units on Maple Street, the sidewalks almost complete, airport consultant advertisement sent out.

City Clerk Bonnie Warne provided the January 2017 financial report to Mayor/Council, stating that the bank statements are all balanced with no discrepancies, and that the L.O.S.T., S.P.L.O.S.T. VI revenue has increased, and the revenue and expenditures are mostly within budget.

Utilities Director Gary Barr informed Council that the construction of the new pond is going good.

Public Works Operations Manager, Trampas Hansard reported that they started to cut grass, that the new HVAC units have been delivered and the LED lights downtown are installed.

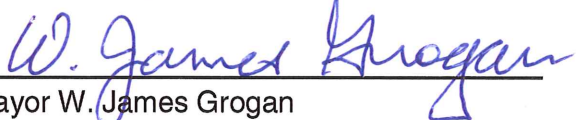
**COUNCIL / MAYOR REPORTS**

Angie Smith reported on the HPC meeting which discussed May as Historic Preservation Month.


Mayor Grogan mentioned that the Savannah Conference is coming up and that it is a great opportunity to make contacts from other communities.

**ADJOURNMENT:** With there being no further business to attend to the meeting closed and adjourned at 5:38 p.m. by: J. Power/M. Sosebee. Vote carried unanimously in favor.

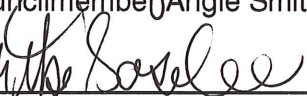
By: CITY OF DAWSONVILLE


  
\_\_\_\_\_  
Mayor W. James Grogan

  
\_\_\_\_\_  
Councilmember Caleb Phillips

  
\_\_\_\_\_  
Councilmember Jason Power

  
\_\_\_\_\_  
Councilmember Angie Smith

  
\_\_\_\_\_  
Councilmember Mike Sosebee

Attested:   
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Bonnie Warne, City Clerk

## ZONING MAP UPDATES THRU MARCH 6, 2017

1.) ANX 16-001 ZA 2016-C6-00082	TMP 070 022	RA	Daniel	HWY 53 W	79.98 Acre
2.) ANX 16-002	TMP 090 052 A portion of	PUD	Sanvi	Gold Creek Dr	-1 Acre
3.) ANX 16-003 ZA 2016-C7-00040	TMP D05 019	R1	Sosebee	960 Perimeter Rd	2.16 Acres
4.) ZA 2016-C6-00074-1	TMP 084 002 TMP 084 003	R3 w/stipulations	Smith/LCG	1470 Hwy 9 S	127.52 Acres
5.) ZA 2016 C6-00077-1	TMP D01 009 001	TB w/conditional use	Manning	66 Hwy 53 W	-1 Acres
6.) ZA 2016 C6-00083	TMP D01 036	NB	Methodist Church	21 Church St	2.76 Acres
7.) ZA C6-0099	TMP 091 010 001	RA	Power	488 HWY 136	29.08 Acres

**ADDENDUM TO INTERGOVERNMENTAL AGREEMENT FOR SPLOST V**

WHEREAS, Dawson County and the City of Dawsonville entered into an intergovernmental agreement for SPLOST V on August 28, 2007; and

WHEREAS, Dawson County and the City of Dawsonville desire to resolve disputes and avoid fees and expenses through this Addendum to the Intergovernmental Agreement for SPLOST V.

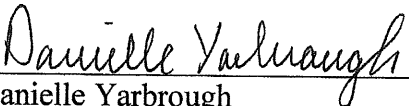
NOW, THEREFORE, Dawson County and the City of Dawsonville hereby agree to the terms of this Addendum.


1. **All expenditures from SPLOST proceeds-SPLOST projects.** All SPLOST V proceeds other than the sum of \$579,079.91 have been disbursed exclusively for SPLOST projects set forth within Article 3 of the intergovernmental agreement for SPLOST V referenced herein. SPLOST proceeds of \$579,079.91 remain to be disbursed, and the parties acknowledge, consent, and agree that such amount shall be spent solely and exclusively for the projects referenced within Article 3 of the intergovernmental agreement for SPLOST V.
2. **Bona Fide Dispute.** The parties have a bona fide dispute and disagreement as to the specific amount to be allocated to the County and the City. The City claims the City is entitled to payment of \$216,794.30 under the terms and provisions of the intergovernmental agreement for SPLOST V. The County claims the remaining amount to be disbursed to the City is \$83,891.23. The parties agree to resolve this bona fide dispute and disagreement to avoid litigation fees and expenses, which may equal or exceed the amount in dispute.

3. **Distribution of SPLOST V proceeds.** The parties agree that SPLOST V proceeds of \$130,000.00 shall be disbursed by Dawson County to the City of Dawsonville upon execution of this agreement for the City projects referenced within the Intergovernmental Agreement for SPLOST V. \$449,079.91 shall be disbursed by Dawson County to Dawson County for the County projects referenced therein.
4. **Final Disbursement and Close.** The parties agree that upon disbursement in accord with the terms hereof SPLOST V proceeds shall have been properly disbursed.

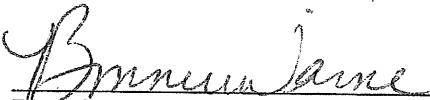
This 14<sup>th</sup> day of February, 2017.

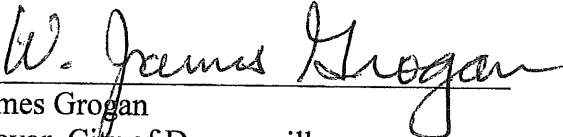
ATTEST:

  
\_\_\_\_\_  
Danielle Yarbrough  
County Clerk

  
\_\_\_\_\_  
Billy Thurmond  
Chairman, Dawson County Board of  
Commissioners

ATTEST:

  
\_\_\_\_\_  
Bonnie Warne  
City Clerk

  
\_\_\_\_\_  
James Grogan  
Mayor, City of Dawsonville

STATE OF GEORGIA  
COUNTY OF DAWSON

AIRPORT ACQUISITION AGREEMENT

This Airport Acquisition Agreement (hereinafter referred to as the "Agreement"), entered into as of the 1<sup>st</sup> day of March, 2017, by and among the City of Dawsonville, Georgia, a Georgia municipal corporation, (hereinafter referred to as the "City"), Elliott Field, Inc., a Georgia corporation (hereinafter referred to as "Elliott Field") and William C. Elliott ("Bill"), Ernest G. Elliott ("Ernie") and Daniel L. Elliott ("Dan") (hereinafter sometimes collectively referred to as the "Elliott Family") (The City, Elliott Field and the Elliott Family are hereinafter sometimes collectively referred to as the "Parties" and individually referred to as a "Party").

**WHEREAS**, Elliott Field is the owner of a portion of the runway of a private airport, which is located in Dawson County, Georgia; and

**WHEREAS**, the Elliott Field property consists of 16.44 acres (tax map parcel 068 063) and contains approximately Three Thousand Five Hundred (3,500) feet of runway (the "Donated Property"); and

**WHEREAS**, the supplementary airport property consists of Five Hundred Eighty Seven (587) acres (tax map parcels: 069-006, 069-007.001, 069-023 (rental property), 068-025.002, 068-026, 068-046, 068-028.002, 068-028, 068-033, 068-032, 068-064.001, 068-064, 068-063 (donation), 054-015.001, 054-014.001, 068-040, 068-060.001, 068-063.001, 068-063.002, 068-063.003, 068-007, 054-014, 054-077, 069-068, 069-068.001) with approximately Two Thousand One Hundred Twenty (2,120) feet of additional runway ("Additional Airport Property") (the Donated Property and the Additional Airport Property are hereinafter sometimes called the "Airport"); and

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**WHEREAS**, the City desires to own and operate a public municipal airport, which will support economic development in the City; and

**WHEREAS**, Elliott Field, subject to the terms and conditions of this Agreement, is willing to donate a portion of the Airport runway to the City, which may assist the City in obtaining funds from the Georgia Department of Transportation and/or Federal Aviation Administration to purchase from Elliott or the Elliott Family the remaining Airport property; and.

**NOW, THEREFORE**, in consideration of the foregoing premises, which are incorporated into and shall be deemed to be a part of this Agreement, the covenants and agreements hereinafter set forth, the sum of TEN and NO/100 DOLLARS (\$10.00) cash in hand paid by each party hereto to the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1.

The Donated Property will be conveyed by Limited Warranty Deed to the City by Elliott Field, subject to the terms and conditions of this Agreement.

2.

The City will not encumber or allow a lien to attach to the Donated Property.

3.

The City will execute and deliver to Elliott Field, IRS Form # 8283 to evidence the gift of the Donated Property which shall be held in trust by Elliott Field. In the event of reversion of the Donated Property as set forth in this Agreement, the Form # 8283 shall be void and returned by Elliott Field to the City.

4.

If the Elliot Family and the City cannot reach an agreement as to the, number of acres and/or purchase price for the additional Airport Property on or before November 1, 2017, the Donated Property shall automatically revert to

Elliott Field (the "Reversion Date") unless the Parties mutually agree to extend the Reversion Date. Any appraisal of the additional Airport Property shall include the value of any structures and the value of any lease rental on the Airport Property.

5.

If the Donated Property automatically reverts to Elliott Field, the City will execute and deliver to Elliott Field a Limited Warranty Deed re-conveying the property to Elliott Field.

6.

The Parties have agreed that the value of the Donated Property is \$1,950,308, which value was determined from a January 6, 2015, appraisal by Airport Business Solutions for the City.

7.

Elliott Field and the Elliott Family shall continue to operate the Airport (including the Donated Property) until the Parties agree on the acreage, purchase price and the closing with the City is finalized by deeds being delivered to the City. In the event that the parties cannot reach such agreement and the Donated Property automatically reverts to Elliott Field, the Parties agree that Elliott Field and the Elliott Family may continue to operate the Airport thereafter and that the City shall never have a duty to operate the Airport until such time that a closing occurs wherein the City obtains unencumbered title to both the Donated Property and such portion of the Additional Airport Property that the parties agree upon. The Parties understand that the minimum additional property to be purchased and the minimum purchase price must be at least equal to the amount set forth in that certain Appraisal of Market Value, Elliott Field Airport Development, prepared for the City by Airport Business Solutions dated January 27, 2015 and the City agreeing that the runway shall be at least 5,620 feet long. The City's obligation to purchase such portion of the Additional Airport Property that the Parties may agree upon is contingent upon the City receiving such grants as it deems necessary from the Federal Aviation Administration and/or the State of Georgia Department of Transportation.



8.

Elliott Field and the Elliott Family shall continue to operate and continue to maintain the Airport in the same manner as it is currently being operated and maintained, including but not limited to, adding based aircraft and hangars.

9.

This Agreement and the entire relationship between the parties shall be governed by and construed under the laws of the State of Georgia, without regard to the conflicts of law principles of such State.

10.

Time is of the essence in the performance of this Agreement.

11.

Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be (i) hand delivered in person, (ii) delivered via reputable overnight courier service, or (iii) sent by United States Mail, certified and return receipt requested, postage prepaid, to the addresses set forth on the signature page of this Agreement.

Any notice, demand or request given hereunder upon any of the parties in the manner aforesaid shall be deemed sufficiently given for all purposes hereunder (1) at the time such notices, demands or requests are hand delivered in person, (2) on the day following the delivery of the notice to the reputable overnight courier service, or (3) on the third business day after the mailing of such notices, demands, or requests in accordance with the preceding portion of this paragraph. Any party may provide notice as to a change of address in the manner for notices set forth hereinabove.

12.

This Agreement represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in the purchase and sale transaction contemplated in this Agreement and supersedes any and all prior to contemporaneous agreements, whether written or oral. No covenants, agreements, terms, provisions, warranties, statements, representations or undertakings, whether written or oral, made or

executed by any party hereto shall be binding on any party hereto, unless specifically set forth or incorporated in this Agreement.

13.

Wherever, there is a reference in this Agreement to the City or the Elliott Family or Elliott Field or when personal pronouns are used herein, the singular includes the plural and vice-versa and the masculine includes the feminine and the neuter, as may fit the particular parties and said terms include and bind the heirs, executors, administrators, personal representatives, successors, successors-in-title and assigns of the parties hereto. When the terms "herein, within, hereof, above, below or similar terms" are used in this Agreement, they shall refer to the Agreement as a whole and not just to the sentence and paragraph where they appear in this Agreement.

14.

Should any of the provisions of this contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms of any provisions shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent, prepared the same, it being agreed that both parties and their agents have participated in the preparation and negotiation of this contract.

15.

This Agreement cannot be changed nor can any provision of this Agreement, or any right or remedy of any party, be waived orally. Changes and waivers can only be made in writing and the change or waiver must be signed by the party against whom the change or waiver is sought to be enforced. Any waiver of any provision of this Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion. No custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the Parties right to demand exact compliance with the terms hereof.

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16.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

17.

Elliott Field or the Elliott Family shall insure and keep in effect on the buildings on the Airport property fire and casualty insurance in sufficient amounts to repair and/or re-build the buildings on the Airport property.

18.

Elliott Field or the Elliott Family shall keep the Airport , including the Donated Property, insured against claims for personal injury or property damage under a policy of general public liability insurance, with limits of at least Five Million and no/100 Dollars (\$5,000,000.00) for bodily injury and property damage per occurrence, which policy shall name the Parties as the insureds.

19.

Notwithstanding anything to the contrary contained in this Agreement, the Parties each waive any and all rights to recover against the other, or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees or business visitors of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried pursuant to this Agreement or any other property insurance actually carried by such Party. Elliott Field or the Elliott Family, from time to time, will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the buildings or the Airport or the contents of either.

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IN WITNESS WHEREOF, the Parties hereto, have executed this Agreement under seal the day and year above written.

ELLIOTT FIELD, INC.

CITY OF DAWSONVILLE

By: [Signature]  
PRESIDENT

By: W. James Grogan  
MAYOR

ATTEST: William C. Elliott  
SECRETARY

ATTEST: Bonnie James  
CITY CLERK

ADDRESS:

ADDRESS:

P.O. Box 1948  
Dawsonville, GA 30534

P. O. Box 6  
Dawsonville, GA 30534

William C. Elliott (L. S.)  
WILLIAM C. ELLIOTT

ADDRESS:

P.O. Box 1948  
Dawsonville, GA 30534

[Signature] (L. S.)  
ERNEST G. ELLIOTT

ADDRESS:

P.O. Box 476  
Dawsonville, GA 30534

Daniel L. Elliott (L. S.)  
DANIEL L. ELLIOTT

ADDRESS:

P.O. Box 548  
Dawsonville, GA 30534

W. James Grogan  
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