

**MINUTES
CITY COUNCIL REGULAR MEETING
FEBRUARY 2, 2015
5:00 P.M.**

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

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

INVOCATION AND PLEDGE: Invocation and pledge was led by Angie Smith.

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

MINUTES: Motion to approve the minutes of the regular meeting held January 5, 2015 by: M. Sosebee/J. Power. Vote carried unanimously.

UNFINISHED BUSINESS:

Status Report on ANX 14-001 Byron Hutson pending withdrawal of County objections: Mayor Grogan stated that Dawson County withdrew the objection on this annexation. Council has approved the annexation with rezone on Jan 5th so this annexation is effective as of Feb 1st.

NEW BUSINESS:

Training Historic Preservation Commission: Motion to approve the HPC and Angie Smith to attend the training in Dahlonega April 10th and 11th by: M. Sosebee/C. Phillips 3-0-1 with A. Smith recused. Vote carried in favor.

Proclamation: Awesome Bill from Dawsonville Day: Mayor Grogan read the proclamation for Awesome Bill from Dawsonville Day into the minutes.

Zoning Map updated through February 2nd, 2015: Motion to approve the zoning map changes which include the 5 annexations of 13-007 through 14-004 (Exhibit "A") by: J. Power/A. Smith. Vote carried unanimously in favor.

An Ordinance to provide for participation by the City of Dawsonville in the Georgia Municipal Employees Benefit System (GMEBS) Life and Health Program, in accordance with and subject to the terms of the GMEBS Life and Health Program Trust Agreement, the GMEBS Life and Health Program Participation Agreement, the Participating Employer's Declaration Page(s), and the Rules governing the Program, all as authorized and provided by Chapter 5 of Title 47 of the O.C.G.A.; to provide an effective date; to repeal conflicting ordinances; and for other purposes. 1st Reading: Attorney Dana Miles presented the first reading of the ordinance that was previously passed as a resolution but the law requires it in ordinance format. Next reading is Feb. 16th.

GEFA Drinking Water State Revolving Fund Loan and Resolution: Motion to approve the GEFA DWSRF 14-008 loan at 1.71% for \$1,000,000 with \$300,000 forgiveness by: J. Power/C. Phillips. Vote carried unanimously in favor. Motion to approve the execution of the loan documents by the Mayor and Mayor Pro-Tem Angie Smith and administer the loan and loan draws by: M. Sosebee/J. Power. Vote carried unanimously in favor. (Exhibit "B")

PUBLIC HEARINGS:

ANX 14-008: George & Pam Power have petitioned for annexation into the City limits of Dawsonville for the 29.08 acres at TMP 091-010-001, located at 488 HWY 136 E and requests to rezone to AP (Annexed Property). (Ordinance Exhibit "C")

ZA-2014-1121: George & Pam Power have requested a zoning map amendment, upon annexation, for the 29.08 acres at TMP 091-010-001, located at 488 HWY 136 E. Current County

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zoning is RA (Residential Exurban/Agricultural). Applicant requests to rezone to AP (Annexed Property)

The annexation and rezoning application were heard together for same parcel. Motion to open the public hearing by: A. Smith/M. Sosebee with J. Power recused 3-0-1. Attorney Dana Miles presented the applications. Nobody spoke in favor or opposition. Motion to close the public hearing by: M. Sosebee/A. Smith with J. Power recused 3-0-1. Motion to approve the annexation and rezone by: M. Sosebee/C. Phillips with J. Power recused 3-0-1. Vote carried in favor.

Staff Reports: City Clerk Bonnie Warne informed Council that all the bank accounts are balanced through Dec 2014. Bonnie also stated that the new software is LIVE as of this morning and running smoothly. Gary Barr stated that the public works department is good with a minor incident on Jan 26th when there was a break-in at the maintenance shop. Not much was stolen but the door was busted in, which has been replace and a security system is being researched.

Council/Mayor Reports: Angie Smith spoke of the Historic Preservation Commission meeting on Feb 16th. Their plan is to take inventory of what is in the City, work toward a Certified Local Government and get trained. Mayor Grogan spoke on the Mayors Day Training event in Atlanta and the classes offered. He presented plaques to Angie Smith for Certificate of Recognition for 42 units of credit from training classes taken and Mike Sosebee for Certificate of Achievement for 72 units of credit from training classes taken. Mayor Grogan also read a letter from EPD on the great job by Public Works Associate Russ Chambers. He also mentioned 2 new businesses in the City: Taylor House Wedding Venue and Sole Sisters Antiques. The Mayor also spoke on HB 170, Transportation Funding Act of 2015 and to contact Kevin Tanner and Steve Gooch on it.

ADJOURNMENT: With there being no further business to attend to the regular meeting closed and adjourned at 5:41 p.m. The motion carried unanimously; J. Power/A. Smith.

ABSENT

Mayor W. James Grogan

Caleb Phillips

Appointed Councilmember Caleb Phillips

Jason Power

Councilmember Jason Power

Angie Smith

Councilmember Angie Smith

Mike Sosebee

Councilmember Mike Sosebee

Attested: *Bonnie Warne*

Bonnie Warne, City Clerk

2014 APPROVED ZONING MAP AMENDMENTS-AMENDED FEBRUARY 2, 2015

1) ANX 13-007	TMP 090 098	PUD	Michael & Nancy Eason	598 Gold Bullion Dr W	1.00 Acres
2) ANX 14-001	TMP 070 003	RA	Byron & Barbara Hutson	333 Duck Thurmond Rd	36.97 Acres
	TMP 070 056	RA	Byron & Barbara Hutson	367 Duck Thurmond Rd	2.01 Acres
3) ANX 2014-02	TMP 090 084	PUD	David & Beverly James	119 Gold Bullion Dr W	-1 Acres
4) ANX 2014-03	TMP 090 059	PUD	Ken & Barbara Vermillion	23 Gold Bullion Dr E	-1 Acres
5) ANX 2014-04	TMP 090 076	PUD	Jon & Sara Steiner	67 Nugget Lane	1.05 Acres

PROMISSORY NOTE

\$1,000,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the "Borrower") promises to pay to the order of the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the "Lender") at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ONE AND 71/100 PERCENT (1.71%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **JULY 1, 2017**, or (3) the date that the loan evidenced by this Note is fully disbursed (the "**Amortization Commencement Date**"). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the "**Maturity Date**").

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Lender's fee schedules, for any installment payment or other amount due hereunder that is not paid in full within five (5) days after such payment is due.

"**Installment Amount**" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the "**Loan Agreement**"), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission

by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the 10th day of February, 2015.

CITY OF DAWSONVILLE

Approved as to form:

By: [Signature] City Attorney
Borrower's Attorney

Signature: [Signature]
Print Name: W. James Grogan
Title: Mayor

(SEAL)

Attest Signature: [Signature]
Print Name: Angie Smith
Title: Mayor Pro Tem

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: CITY OF DAWSONVILLE

Loan Number: DWSRF 14-008

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 2nd day of February, 2015, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed \$1,000,000 from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

W. James Grogan
(Signature of Person to Execute Documents)

Mayor
(Print Title)

Clara Smith
(Signature of Person to Attest Documents)

Mayor Pro Tem
(Print Title)

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

Dated: 2/2/15
(SEAL)

Bonnie Warner
Secretary/Clerk

ANNEXATION ORDINANCE
ANX-14-008

STATE OF GEORGIA]
COUNTY OF DAWSON]

WHEREAS, the City of Dawsonville, a Georgia municipal corporation (“Dawsonville”) wishes to take action to annex certain land into the corporate limits of the City of Dawsonville, a Georgia municipal corporation; and,

WHEREAS, pursuant to O.C.G.A. § 36-36-20, *et. seq.* , authority is granted to governing body of Dawsonville to annex into the existing corporate limits of Dawsonville unincorporated areas contiguous to the corporate limits of Dawsonville upon written and signed application of all of the owners of the land proposed to be annexed; and,

WHEREAS, on November 21, 2014, an application of real property was filed with the City of Dawsonville by George and Pam Power, Owners, regarding certain property lying and being in Land Lot No. 195 an 245 of the North Half of the 13th District, 1st Section of Dawson County, Georgia, being more particularly described as +/- 29.08 acres, as depicted on a survey recorded at Plat Book 64 page 135, Dawson County Records (the “Property”), said survey of the Property being attached hereto as Exhibit “A”; and,

WHEREAS, pursuant to O.C.G.A. § 36-36-6, notice was provided to the governing authority of Dawson County, a political subdivision of the State of Georgia, of such proposed annexation, a copy of said notice being attached hereto as Exhibit “B”; and,

WHEREAS, the Mayor and Council of Dawsonville do desire to act on such application for annexation of real property by George and Pam Power as set forth herein;

NOW THEREFORE, the City of Dawsonville, a Georgia municipal corporation, hereby enacts the following:

I.

The Ordinances of the City of Dawsonville, Georgia, are amended as follows:

CITY OF DAWSONVILLE, GEORGIA

**ORDINANCE REGARDING ANNEXATION OF LAND
PURSUANT TO O.C.G.A. § 36-36-20, *et. seq.***

1

EXHIBIT "C"

Application having been made by George and Pam Power (the "Owners") to annex certain unincorporated real property into the corporate limits of the City of Dawsonville, a Georgia municipal corporation, said real property being more particularly described as lying and being in Land Lot No. 195 and 245 of the North Half of the 13th District, 1st Section of Dawson County, Georgia, being more particularly described as +/- 29.08 acres, as depicted on a survey recorded at Plat Book 64 page 135, Dawson County Records (the "Property"), said Property being contiguous to the existing corporate limits of the City of Dawsonville, a Georgia municipal corporation, the Mayor and Council of the City of Dawsonville, a Georgia municipal corporation, under the authority and powers granted under O.C.G.A. § 36-36-20, *et. seq.*, do hereby annex the Property into the corporate limits of the City of Dawsonville, a Georgia municipal corporation, effective as of the date of this Ordinance and direct the City Clerk and City Attorney for the City of Dawsonville, a Georgia municipal corporation, to take such actions to make such reports and filings as are necessary to effectuate the annexation of the Property into the corporate limits of the City of Dawsonville, a Georgia municipal corporation.

II.

All ordinances, parts of ordinances, amendments, or regulations in conflict herewith are repealed.

III.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

IV.


It is the intention of the Mayor and Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Dawsonville, Georgia.

V.

This Ordinance shall take effect the first day of the month following the adoption of this ordinance provided that all requirements of Article 2 of Chapter 36 of Title 36 of the Official Code of Georgia Annotated have been met; and shall become effective for purposes of ad valorem taxes on December 31st of the year in which this ordinance is adopted.

The above Ordinance was approved by the Mayor and Council of the City of Dawsonville, Georgia, on the 2nd day of February 2015.

(Signatures on next page)



W. James Grogan, Mayor



Caleb Phillips, Appointed Councilmember



Jason Power, Councilmember




Angie Smith, Councilmember



Mike Sosebee, Councilmember

Attest:



Bonnie Warne, City Clerk