

CITY OF ELBERTON
REGULAR MEETING OF THE MAYOR AND COUNCIL
Monday, December 7, 2015 – 5:30 p.m.

Pursuant to due call and notice thereof the meeting of the Mayor and Council convened at 5:30 p. m. on Monday, December 7, 2015 in Council Chambers of the Municipal Building, 203 Elbert Street with Mayor Guest presiding.

Present were: Council Members Butler, Colquitt, Hunt, Prince, and Seymour; City Attorney Jenkins, City Manager Dunn and City Clerk Churney.

Mayor Guest called the meeting to order and led the assembly in the Pledge of Allegiance. Rev. Barnett let the assembly in prayer.

Council Member Colquitt motioned to approve the minutes of the November 2 meeting, seconded by Council Member Hunt and the motion passed unanimously (Butler, Colquitt, Hunt, Prince, Seymour).

Controller Kevin Eavenson presented the Financial Report through October 2015 is enclosed for review.

General Fund	\$ 4.8 million
Combined Utilities Fund	\$ 31 million
Elberton Technology Services Fund	\$ 1.2 million
Solid Waste Fund	\$ 34,497 net loss
Unrestricted Investments-General Fund and Utility Fund	\$ 7.7 million
Restricted Investments (SPLOST & Utility Funds)	\$ 3.4 million

Council Member Colquitt introduced the following Resolution:

RESOLUTION

A RESOLUTION THE GOVERNING AUTHORITY OF THE CITY OF ELBERTON, GEORGIA TO AUTHORIZE THE CITY TO ENTER INTO AN INTERGOVERNMENTAL CONTRACT WITH THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF ELBERTON, GEORGIA (THE "AUTHORITY"); TO APPROVE THE TERMS OF A LOAN AND SECURITY AGREEMENT BETWEEN THE AUTHORITY AND NORTHEAST GEORGIA BANK; AND FOR OTHER PURPOSES

WHEREAS, the City of Elberton, Georgia, a municipal corporation of the State of Georgia (the "City"), has been duly created and is existing under the laws of the State of Georgia, and pursuant to the Revenue Bond Law, O.C.G.A Section 36-82-60, et seq., is authorized to own, operate and maintain land and facilities so as to relieve abnormal unemployment conditions; and

WHEREAS, pursuant to O.C.G.A Section 36-34-2 and 36-34-3, the City is authorized to own, operate and maintain buildings for educational purposes; and

WHEREAS, the Downtown Development Authority of the City of Elberton, Georgia (the "Authority") was created pursuant to the Downtown Development Authorities Law, O.C.G.A. Section 36-42-1, et seq., as

amended (the “Act”) and an activating resolution of the City Council of the City of Elberton, Georgia (the “City”); and

WHEREAS, pursuant to the Act, the Authority is authorized to issue revenue notes and to lend the proceeds of such notes to others for the planning, design, acquisition, construction, installation or carrying out of any project described in the Act; and

WHEREAS, Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia (the “Intergovernmental Contracts Clause”) permits any county, municipality, school district, or other political subdivision of the State to contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, but such contracts must deal with activities, services or facilities that the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the City has determined that it is in the public interest to acquire, install, refurbish, redevelop and equip certain hotel facilities and related real and personal property (the “Project”) located on or about 4 Public Square, Elberton, Georgia (the “Property”), substantially in accordance with certain Final Construction and Permit Plans, dated as of November 9, 2015, prepared by Rutledge Alcock Architects LLC, and on file with the City, as amended and supplemented from time to time (the “Plans and Specifications”); and

WHEREAS, the City has requested that the Authority issue its Revenue Notes (City of Elberton Facility Redevelopment Project), Series 2016 in an aggregate principal amount of not to exceed \$4,900,000 (the “Notes”) pursuant to the Loan and Security Agreement (City of Elberton Facility Redevelopment Project), between the Authority and Northeast Georgia Bank, as Lender thereunder, as amended or supplemented from time to time (the “Loan Agreement”), and to provide funds from the proceeds of the Notes to finance or refinance all or a portion of the cost of the acquisition, construction and equipping of the Project and the payment of certain costs of issuance of the Notes, and to lease the Project to the City pursuant to the terms of the Intergovernmental Contract between the Authority and the City relating to the Project (the “Intergovernmental Contract”); and

WHEREAS, the payments required to be made under the Intergovernmental Contract, and all other payments attributable to the Project or the Project Costs (as defined therein), to be made in accordance with or pursuant to any other provision of the Intergovernmental Contract, shall be pledged as security for the payment of Notes of the Authority; and

WHEREAS, it is proposed that the City should approve the execution and delivery of various other documents as described herein pertaining to the Intergovernmental Contract.

NOW, THEREFORE, BE IT RESOLVED as follows:

Section 1. Authorization of Intergovernmental Contract. In consideration of the loan of the proceeds of the sale of the Notes to the City and in order to provide for the repayment of such loan, the execution, delivery and performance of the Intergovernmental Contract by and between the Authority and the City be and the same are hereby authorized. The Intergovernmental Contract shall be executed by the Mayor and attested by the Clerk of the City, and shall be in substantially the form as attached hereto as Exhibit “A,” subject to such changes, insertions and omissions as may be approved by the Mayor of the City, and the execution of the Intergovernmental Contract by the Mayor and City Clerk as hereby authorized shall be conclusive evidence of any such approval.

Section 2. Approval of Terms of Loan Agreement. The City hereby authorizes and approves the terms of the Loan Agreement, which shall be in substantially the form as attached hereto as Exhibit “B.” The execution of the Intergovernmental Contract by the Mayor and City Clerk as hereby authorized shall be conclusive evidence of its approval of the Loan Agreement.

Section 3. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Loan Agreement or Intergovernmental Contract shall be deemed to be a stipulation, obligation or agreement of any officer, director, member, agent or employee of the City in his individual capacity, and no such officer, director, member, agent or employee shall be personally liable on the Notes or subject to personal liability by reason of the issuance thereof.

Section 4. General Authority. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, members, 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 to carry out and comply with the provisions of said documents as executed, 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 connection with the issuance of the Notes and the execution and delivery of the Loan Agreement and the Intergovernmental Contract, and to document compliance with provisions of the Code and the Act, including, without limitation, the approval of the final form of the Note and Loan Agreement.

The Mayor or Clerk of the City are hereby authorized and directed to prepare and furnish, when the Notes are issued, certified copies of all the proceedings and records of the City relating to the Notes and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Notes as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the City as to the truth of all things contained therein.

Section 5. Actions Approved and Confirmed. All acts and doings of the officers or employers of the City which are in conformity with the purposes and intent of this Ordinance and in the furtherance of the issuance of the Notes and the execution, delivery and performance of the Loan Agreement and the Intergovernmental Contract shall be, and the same are, in all respects, hereby ratified, approved and confirmed.

Section 6. 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 any express provision of law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then any such agreements or provisions shall be null and void and shall be deemed severable from the remaining agreements and provisions and, shall in no way affect the validity of any of the other agreements and provisions hereof or of the Notes authorized hereunder.

Section 7. Repealing Clause. All resolutions or ordinances or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 8. Effective Date. This Resolution shall take effect immediately upon its adoption.

City Manager Dunn read the Resolution in its entirety. Council Member Butler motioned to adopt the Resolution, seconded by Council Member Seymour and the motion passed unanimously (Butler, Colquitt, Hunt, Prince, Seymour).

Council Member Butler motioned to approve the consent agenda, seconded by Council Member Seymour and the motion passed unanimously (Butler, Colquitt, Hunt, Prince, Seymour).

1. Approved the expenditures that exceed the city manager's purchasing authority.

Department: Police

Purchase of a pair of VHF Frequency for the new City/County/BOE Radio System Upgrade Purchased through Motorola (Mobile Communications of Hall) from a broker that has possession of old Coast Guard frequencies that have been released by the FCC for other users.

Cost - \$15,000.00 (one-time purchase)

The new VHF frequency is regional meaning it can be operated at a higher power to cover a larger area.

The existing frequency on hand is not in this VHF range and has been affected by the narrow-banding requirements of the FCC. Over the last few years, the power level was cut from 25 kilohertz to 12.5 kilohertz. In the near future that frequency power will be cut in half again to 6.25 kilohertz, rendering it basically unusable to the City of Elberton service territory.

Many but not all of our existing car and body radios are already capable of receiving this new frequency and will not have to be replaced. Some older ones (usually 15 years or older) will have to be replaced.

2. Accepted the minutes, decisions and recommendation of the Elberton Planning Commission November 23, 2015 meeting.
3. Accepted the Mayor's appointments of Mr. Bobby G. Hunt, Mrs. Lois Daniel and Mrs. Virginia Dye to the Elbert County Library board.
4. Approved the issuance of alcoholic beverage licenses for calendar year 2016.
5. Authorized the closure of various streets on Sunday, January 17, 2016 for the Martin Luther King Parade.

City Manager Dunn presented the following reports:

- Monthly report on the activities of various departments

There being no further business to come before Council, upon proper motion and second the meeting was adjourned.