

**MINUTES**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, October 21, 2024**  
**5:00 P.M.**

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1. **CALL TO ORDER:** Mayor Walden called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Present were Councilmember William Illg, Councilmember Sandy Sawyer, Councilmember Mark French, Councilmember Caleb Phillips, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utility Director Jacob Barr, Finance Director Robin Gazaway, Downtown Development Director Amanda Edmondson and Planning Director Ron Haynie.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Phillips.
4. **ANNOUNCEMENTS:** Mayor Walden announced the applicant for ZSP C2400135 - Item #10, has withdrawn his application. He further invited the public to attend the 165<sup>th</sup> Anniversary of the City on December 2, 2024 at the Gordon Pirkle Room from 6:00 – 8:00 pm and the Christmas Tree Lighting and Parade on November 23, 2024.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** None
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a) made by S. Sawyer; second by M. French. Vote carried unanimously in favor.
  - a. Approve Minutes
    - Special Called Meeting held September 30, 2024
8. **PRESENT DONATION OF TRAINING ITEMS TO DAWSON COUNTY EMS:** City Manager Bolz presented the training items to John Shaffer of Dawson County EMS.
9. **EMPLOYEE RECOGNITION:** City Manager Bolz introduced the City's newest intern from UNG, Joy Wood. The Mayor and Council recognized Amanda Edmondson for two years of service and Clay Moss for six years of service. Clay Moss was recognized as the September Employee of the Month and Trampas Hansard as the Summer Employee of the Quarter and Jacob Barr received a thirteen-year service award.

**BUSINESS**

10. **ZSP C2400135:** Christopher Sipos has petitioned to amend the existing site plan; located at 39 Creekstone Lane (TMP 083 020). Public Hearing Dates: Planning Commission on Monday, July 8, 2024, and City Council Monday, September 16, 2024. City Council for a decision on Monday, September 30, 2024 – **Tabled to September 16, 2024.**

Planning Director Haynie reported his department received a letter from the applicant, Christopher Sipos, withdrawing his application to amend the existing site plan.
11. **RESOLUTION NO. R2024-04:** A Resolution Of The Mayor And City Council Of The City Of Dawsonville, Georgia, Implementing A Fine Schedule For Violations Of Certain Ordinances Found Within The Code Of The City Of Dawsonville, Georgia; And For Other Purposes.

Motion to approve Resolution No. R2024-04 made by M. French; second by C. Phillips. Vote carried unanimously in favor. (Exhibit "A")
12. **RESOLUTION NO. R2024-05:** A resolution of the Mayor and City Council of the City of Dawsonville to Award a Contract Concerning a Test Well and Microscopic Particulate Analysis.

Motion to approve Resolution No. R2024-05 made by W. Illg; second by C. Phillips. Vote carried unanimously in favor. (Exhibit "B")
13. **HEALTH INSURANCE RENEWAL: DECEMBER 2024 – NOVEMBER 2025:** Motion to approve the cost increase and to stay with the current plan and company for health, dental, vision, LTD, STD and life insurance made by M. French; second by W. Illg. Vote carried unanimously in favor.

**MINUTES**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
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**Monday, October 21, 2024**  
**5:00 P.M.**

- 14. FY 2024 BUDGET AMENDMENTS:** Motion to approve the FY 2024 budget amendments as presented made by W. Illg; second by M. French. Vote carried unanimously in favor. (Exhibit "C")
- 15. PURCHASE AND SALE AGREEMENT FOR LAND EXCHANGE:** Motion to approve the agreement as presented contingent upon the acceptance from the property owner's mortgage company made by M. French; second by S. Sawyer. Vote carried unanimously in favor. (Exhibit "D")

**WORK SESSION**

- 16. CITY PARKING ORDINANCE OPTIONS:** Motion to table the item indefinitely made by S. Sawyer; second by W. Illg. Vote carried unanimously in favor.
- 17. 2025 MEETING CALENDAR:** The Mayor and Council discussed various options regarding their meetings in 2025. The City Clerk will present the final 2025 meeting calendar at the next meeting for approval.

**STAFF REPORTS**

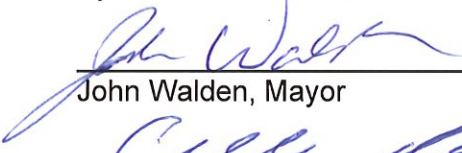
- 18. BOB BOLZ, CITY MANAGER:** Bolz reported there were two leak adjustments totaling \$159.69.
- 19. ROBIN GAZAWAY, FINANCE DIRECTOR:** Financial reports representing fund balances and activity through September 30, 2024 were provided in the packet. Director Gazaway also reported she reinvested the Certificates of Deposit for the Cemetery funds with United Community Bank at 3.6% for eleven months.

**ADJOURNMENT**

At 5:19 p.m. a motion to adjourn the meeting was made by C. Phillips; second by M. French. Vote carried unanimously in favor.

***Approved this 18<sup>th</sup> day of November 2024***

By: CITY OF DAWSONVILLE

  
\_\_\_\_\_  
John Walden, Mayor

  
\_\_\_\_\_  
Caleb Phillips, Councilmember Post 1

  
\_\_\_\_\_  
William Illg, Councilmember Post 2

  
\_\_\_\_\_  
Sandra Sawyer, Councilmember Post 3

  
\_\_\_\_\_  
Mark French, Councilmember Post 4

  
Attest:   
\_\_\_\_\_  
Beverly A. Barister, City Clerk

RESOLUTION NO. R2024-04

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAWSONVILLE, GEORGIA, IMPLEMENTING A FINE SCHEDULE FOR VIOLATIONS OF CERTAIN ORDINANCES FOUND WITHIN THE CODE OF THE CITY OF DAWSONVILLE, GEORGIA; AND FOR OTHER PURPOSES**

WHEREAS, it has been determined by the Mayor and City Council of the City of Dawsonville, Georgia (the "City of Dawsonville") that there is a need for a list of specific ordinance violations ("fine schedule") listing fines for certain violations of the Code of the City of Dawsonville (the "Code"); and

WHEREAS, the City of Dawsonville is empowered by § 1-8(d) of its Code to impose fines upon a person not to exceed \$1,000.00 for any violation of its Code; and

WHEREAS, the City Manager is enabled by § 1-8(d)(1) to establish a fine schedule to be approved by the Municipal Court of the City of Dawsonville; and

WHEREAS, the Municipal Court of the City of Dawsonville has approved a fine schedule, attached hereto and incorporated herein as Exhibit A, listing violations not requiring an appearance in Municipal Court if the fines plus any applicable surcharges are paid in full within twenty-one (21) days of the issuance of a citation and prior to the time the matter is set for a hearing; and,

WHEREAS, the City of Dawsonville desires to be efficient in its imposition and collection of fines.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and City Council of the City of Dawsonville hereby adopt the attached standard fine schedule for such purposes listed above.

AND BE IT FURTHER RESOLVED THAT any and all resolutions, or any part thereof, in conflict with this resolution are hereby repealed.

The fine schedule attached to this resolution shall be effective as of the 21 day of October, 2024.

SO ADOPTED AND RESOLVED by the Mayor and Council of the City of Dawsonville, this the 21 day of October, 2024.

**MAYOR AND DAWSONVILLE CITY COUNCIL**

By:

  
\_\_\_\_\_  
John Walden, Mayor






Caleb Phillips, Council Member Post 1



William Illg, Council Member Post 2



Sandy Sawyer, Council Member Post 3



Mark French, Council Member Post 4

ATTESTED TO BY:



Beverly A. Banister, City Clerk

<b>VIOLATION</b>	<b>BASE FINE 1ST VIOLATION (NOT INCLUDING APPLICABLE SURCHARGES)</b>	<b>BASE FINE 2ND VIOLATION (NOT INCLUDING APPLICABLE SURCHARGES)</b>	<b>BASE FINE 3RD VIOLATION (NOT INCLUDING APPLICABLE SURCHARGES)</b>
ANIMALS RUNNING AT LARGE	\$98.95	\$236.90	\$323.10
ANIMALS RUNNING AT LARGE RESULTING IN A BITE	\$98.95	\$236.90	\$323.10
ANIMAL UNDER RESTRAINT	\$98.95	\$236.90	\$323.10
ABANDONMENT OF ANIMAL	\$150.69	\$236.90	\$323.10
ANIMAL NEGLECT	\$98.95	\$236.90	\$323.10
ANIMAL CREATING NUISANCE	\$98.95	\$236.90	\$323.10
DANGEROUS ANIMAL	\$200.00	\$500.00	\$750.00
VICIOUS ANIMAL	\$300.00	\$750.00	\$1,000.00
PERMIT OR LICENSE VIOLATION	\$98.50	\$236.90	\$323.10
RESIDENTIAL EROSION OR GRADING VIOLATION	\$98.50	\$236.90	\$323.10
COMMERCIAL EROSION OR GRADING VIOLATION	\$202.42	\$323.10	\$409.31
RIGHT OF WAY VIOLATION	\$98.95	\$236.90	\$323.10
ALL TERRAIN VEHICLE VIOLATION	\$98.95	\$236.90	\$323.10
NOISE VIOLATION	\$98.95	\$236.90	\$323.10
RABIES VIOLATION (PAYMENT UPON PROOF)	\$98.95	\$236.90	\$323.10
LITTERING AND SOLID WASTE	\$98.95	\$236.90	\$323.10
LAND USE VIOLATION	\$98.95	\$236.90	\$323.10
SIGN VIOLATION	\$98.95	\$236.90	\$323.10
VIOLATING STOP WORK ORDER	\$271.37	\$444.82	\$630.00
PARKING ORDINANCE VIOLATION	\$25.00	\$50.00	\$100.00

Exhibit "A"  
Exhibit "A"

RESOLUTION NO. R2024-05

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAWSONVILLE TO AWARD A CONTRACT CONCERNING A TEST WELL AND MICROSCOPIC PARTICULATE ANALYSIS

WHEREAS bids were received by the City of Dawsonville, Georgia, for the Test Well and Microscopic Particulate Analysis (MPA), and

WHEREAS the sole, responsible, responsive bidder is Mill Creek Environmental of Dawsonville, Georgia with a bid in the amount of \$16,385.00, and

WHEREAS the sole bidder, Mill Creek Environmental appears to have the necessary financial and technical ability to complete the project,

BE IT THEREFORE resolved, the City of Dawsonville, Georgia hereby makes contract award of the construction contract to the sole bidder, Mill Creek Environmental of Dawsonville, Georgia, in the amount of \$16,385.00.

THIS RESOLUTION was passed by a vote of 4 to 0 at a regular meeting of the City of Dawsonville on October 21, 2024.

MAYOR AND DAWSONVILLE CITY COUNCIL

By: [Signature]  
John Walden, Mayor

[Signature]  
Caleb Phillips, Councilmember Post 1

[Signature]  
William Illg, Councilmember Post 2

[Signature]  
Sandy Sawyer, Councilmember Post 3

[Signature]  
Mark French, Councilmember Post 4



[Signature]  
Beverly A. Banister, City Clerk



**BUDGET FY 2023-24**

GENERAL FUND - 100				
REVENUE	GENERAL FUND - 100			
Account #	Account Description	2023-24 Recmnd	2022-23 Budget	Amended Budget
100-0000-311100	ELECTRIC FRANCHISE FEES	185,000.00	165,000.00	185000
100-0000-311315	MOTOR VEHICLE TITLE AD VALOREM TAX	101,000.00	66,000.00	101000
100-0000-311730	GAS FRANCHISE FEES	15,000.00	13,000.00	15000
100-0000-311750	TV CABLE FRANCHISE FEES	0.00	10,000.00	0
100-0000-311760	TELEPHONE FRANCHISE FEES	25,000.00	20,000.00	25000
100-0000-311790	GARBAGE FRANCHISE FEES	8,850.00	7,500.00	8850
100-0000-311795	BROADBAND FRANCHISE FEE	500.00	775.00	500
100-0000-313100	LOCAL OPTION SALES TAX	1,800,000.00	1,600,000.00	1958050
100-0000-314200	ALCOHOL EXCISE TAX	114,000.00	115,000.00	114000
100-0000-314500	EXCISE TAX ON ENERGY	0.00	50.00	0
100-0000-316100	OCCUPATION TAX	35,500.00	34,000.00	35500
100-0000-316200	INSURANCE PREMIUM TAX	355,000.00	223,000.00	355000
100-0000-316300	FINANCIAL INSTITUTION TAX	5,100.00	0.00	5100
100-0000-321100	ALCOHOL LICENSE	28,000.00	28,000.00	28000
100-0000-321150	CATERING EVENT PERMIT	0.00	0.00	0
100-0000-322210	ZONING & LAND USE FEES	6,000.00	15,000.00	6000
100-0000-322215	ANNEXATION FEE	500.00	500.00	500
100-0000-322230	SIGN PERMIT	1,000.00	1,300.00	1000
100-0000-322240	VARIANCE APPLICATION FEE	2,500.00	2,000.00	2500
100-0000-322250	DEMOLITION PERMIT	300.00	300.00	300
100-0000-322990	PARADE/PUBLIC ASSEMBLY FEE	500.00	300.00	500
100-0000-322995	PARADE/PUBLIC ASSEMBLY CLEANUP	0.00	0.00	0
100-0000-323100	BUILDING PERMIT	60,000.00	60,000.00	104500
100-0000-323111	CERTIFICATE OF OCCUPANCY FEE	4,200.00	4,200.00	4200
100-0000-323120	INSPECTION FEES	27,000.00	0.00	27000
100-0000-323140	ELECTRIC PERMIT FEES	0.00	0.00	0
100-0000-323160	HVAC PERMIT FEES	0.00	0.00	0
100-0000-323900	OTHER - GRADING FEES	5,500.00	3,000.00	5500
100-0000-323901	OTHER - PLAN REVIEW FEES	20,000.00	18,000.00	90100
100-0000-334150	SAFETY GRANT	6,000.00	6,000.00	6000
100-0000-334200	HEALTH GRANT	0.00	0.00	0
100-0000-334250	CARES ACT GRANT	0.00	0.00	0
100-0000-334310	STATE GRANT CAPITAL-LMIG DIRECT	0.00	0.00	119500
100-0000-341400	MISC REVENUE	2,000.00	3,000.00	2000
100-0000-341450	ROOM RENTAL REVENUE	7,500.00	5,000.00	7500
100-0000-343001	ENGINEERING FEE	0.00	0.00	0
100-0000-346100	ANIMAL CONTROL AND SHELTER FEES	0.00	0.00	0
100-0000-349300	BAD CHECK FEE	0.00	0.00	0
100-0000-344260	STORM DRAINAGE	1,600.00	0.00	1600
100-0000-351170	MUNICIPAL COURT FEES	4,000.00	3,000.00	0
100-0000-361000	INTEREST INCOME	100,000.00	1,300.00	170000
100-0000-381000	RENTAL INCOME - DMC	66,000.00	60,000.00	14900
100-1400-341910	ELECTION QUALIFYING FEE	900.00	0.00	900
100-1500-311340	INTANGIBLES TAX	30,000.00	40,000.00	30000
100-1500-311601	REAL ESTATE TRANSFER TAX	17,000.00	15,000.00	17000
100-0000-740000	TRANSFER IN FROM RESERVES	227,895.00	0.00	-671000
<b>GENERAL FUND Revenue Totals:</b>		<b>3,263,345.00</b>	<b>2,520,225.00</b>	<b>2771500</b>

GENERAL FUND - 100				
EXPENDITURES	GENERAL FUND - 100			
Account #	Account Description	2023-24 Recmnd	2022-23 Budget	
<b>DEPARTMENT: COUNCIL</b>				
100-1100-511000	COUNCIL: SALARIES	42,000.00	35,000.00	42,000.00
100-1100-512100	COUNCIL: GROUP INSURANCE	106,200.00	89,000.00	106,200.00
100-1100-512200	COUNCIL: TAXES: SUTA, FICA, FUTA	3,600.00	3,000.00	3,600.00
100-1100-523200	COUNCIL: COMMUNICATIONS - CELL PHONE	2,900.00	2,900.00	2,900.00
100-1100-523500	COUNCIL: TRAVEL	4,000.00	1,000.00	4,000.00
100-1100-523700	COUNCIL: EDUCATION & TRAINING	3,000.00	3,000.00	3,000.00
100-1100-531100	COUNCIL: SUPPLIES	500.00	500.00	500.00
<b>COUNCIL Expenditure Totals:</b>		<b>162,200.00</b>	<b>134,400.00</b>	
<b>DEPARTMENT: MAYOR</b>				
100-1300-511000	MAYOR: SALARIES	20,500.00	17,000.00	20,500.00
100-1300-512100	MAYOR: GROUP INSURANCE	37,000.00	60.00	37,000.00
100-1300-512200	MAYOR: TAXES: SUTA, FICA, FUTA	1,700.00	1,400.00	1,700.00
100-1300-523200	MAYOR: COMMUNICATIONS - CELL PHONE	1,000.00	1,000.00	1,000.00
100-1300-523500	MAYOR: TRAVEL	1,300.00	1,200.00	1,300.00
100-1300-523700	MAYOR: EDUCATION & TRAINING	2,000.00	2,000.00	2,000.00
100-1300-531100	MAYOR: SUPPLIES	200.00	200.00	200.00



MAYOR Expenditure Totals:		63,700.00	22,860.00	
<b>DEPARTMENT: ELECTIONS</b>				
100-1400-521203	ELECTIONS: PROFESSIONAL OTHER	20,000.00	15,000.00	20,000.00
100-1400-523300	ELECTIONS: ADVERTISING	0.00	0.00	0.00
100-1400-523400	ELECTIONS: PRINTING AND BINDING	0.00	0.00	0.00
100-1400-531100	ELECTIONS: SUPPLIES	0.00	0.00	0.00
ELECTIONS Expenditure Totals:		20,000.00	15,000.00	
<b>DEPARTMENT: ADMINISTRATION</b>				
100-1500-511000	ADMINISTRATION: SALARIES	369,198.00	383,016.00	369198
100-1500-512100	ADMINISTRATION: GROUP INSURANCE	161,000.00	164,000.00	143207
100-1500-512200	ADMINISTRATION: TAXES: SUTA, FICA, FUTA	34,000.00	32,000.00	34000
100-1500-512400	RETIREMENT CONTRIBUTIONS	34,000.00	25,000.00	34000
100-1500-512700	WORKERS COMP	4,300.00	4,300.00	4300
100-1500-521200	PROFESSIONAL LEGAL	76,000.00	70,000.00	76000
100-1500-521201	PROFESSIONAL ACCOUNTING	20,000.00	19,000.00	20000
100-1500-521203	PROFESSIONAL OTHER	112,000.00	57,000.00	12000
100-1500-521300	TECHNICAL SERVICES (IT)	19,000.00	19,245.00	19000
100-1500-521315	TECHNICAL SERVICES-PAYROLL ACH	3,600.00	3,600.00	3600
100-1500-522200	REPAIRS & MAINTENANCE	4,200.00	4,078.00	4200
100-1500-522320	RENTAL EQUIPMENT	3,500.00	3,010.00	3500
100-1500-523000	OTHER PURCHASED SERVICES	32,000.00	32,000.00	20000
100-1500-523100	INSURANCE OTHER THAN EMPL	500.00	15,000.00	500
100-1500-523200	COMMUNICATIONS	13,500.00	13,000.00	13500
100-1500-523300	ADVERTISING	3,000.00	2,500.00	3000
100-1500-523400	PRINTING AND BINDING	1,100.00	1,116.00	1100
100-1500-523500	TRAVEL	4,000.00	4,000.00	4000
100-1500-523600	DUES & FEES	12,000.00	12,112.00	9000
100-1500-523700	EDUCATION & TRAINING	4,435.00	4,435.00	4435
100-1500-523910	UNIFORMS	1,400.00	1,400.00	1400
100-1500-531100	SUPPLIES	55,000.00	45,000.00	50000
100-1500-531270	ENERGY GASOLINE/DIESEL	1,700.00	1,550.00	1700
100-1500-531300	FOOD	3,000.00	2,500.00	3000
100-1500-531600	SMALL EQUIPMENT	5,000.00	5,000.00	5000
100-1500-541000	CAPITAL OUTLAY	15,000.00	296,000.00	15000
100-1500-581000	CONTINGENCY	0.00	0.00	0
100-1500-999999	PMTS TO OTHER - DAWSON	45,000.00	550,000.00	45000
ADMINISTRATION Totals:		1,037,433.00	1,769,862.00	
<b>DEPARTMENT: CITY HALL BUILDING</b>				
100-1565-521300	TECHNICAL SERVICES	5,400.00	5,387.00	5,400.00
100-1565-522200	REPAIRS & MAINTENANCE	43,000.00	43,000.00	43,000.00
100-1565-522201	R & M - GRHOF	5,000.00	5,000.00	5,000.00
100-1565-522202	R & M - DISTILLERY	5,000.00	5,000.00	5,000.00
100-1565-522203	R & M - RESTURANT	5,000.00		5,000.00
100-1565-531100	SUPPLIES	25,000.00	25,000.00	25,000.00
100-1565-531220	ENERGY NATURAL GAS	9,460.00	9,000.00	9,460.00
100-1565-531230	ENERGY ELECTRICITY	56,600.00	51,307.00	56,600.00
100-1565-540000	CAPITAL OUTLAY	20,000.00	20,000.00	20,000.00
CITY HALL BLDG Totals:		174,460.00	163,694.00	
<b>DEPARTMENT: ANIMAL CONTROL</b>				
100-3900-523600	DUES & FEES	500.00	500.00	0
100-3900-531100	SUPPLIES	1,540.00	1,036.00	500
ANIMAL CONTROL Totals:		2,040.00	1,536.00	
<b>DEPARTMENT: ROADS</b>				
100-4200-511000	SALARIES	349,640.00	259,177.00	349640
100-4200-512100	GROUP INSURANCE	145,000.00	94,000.00	107000
100-4200-512200	TAXES: SUTA, FICA, FUTA	27,100.00	21,000.00	27100
100-4200-512400	RETIREMENT CONTRIBUTIONS	20,000.00	5,000.00	20000
100-4200-512700	WORKERS COMP	27,000.00	27,000.00	27000
100-4200-521200	PROFESSIONAL LEGAL	6,000.00	6,000.00	0
100-4200-521202	PROFESSIONAL ENGINEERING	5,000.00	4,500.00	0
100-4200-521300	TECHNICAL SERVICES	7,000.00	7,000.00	7000
100-4200-522110	GARBAGE SERVICES	2,500.00	2,000.00	2500
100-4200-522140	STREET SWEEPING/GROUNDSUP	16,100.00	14,300.00	16100
100-4200-522200	REPAIRS & MAINTENANCE	50,300.00	50,000.00	17200
100-4200-523200	COMMUNICATIONS	5,360.00	5,240.00	5360
100-4200-523400	PRINTING AND BINDING	100.00	100.00	100
100-4200-523500	TRAVEL	2,000.00	2,000.00	2,000.00
100-4200-523600	DUES & FEES	3,000.00	1,513.00	3,000.00
100-4200-523700	EDUCATION & TRAINING	2,000.00	1,500.00	2,000.00
100-4200-523910	UNIFORM SERVICE	3,000.00	3,000.00	3,000.00
100-4200-531100	SUPPLIES	35,000.00	22,000.00	35,000.00
100-4200-531230	ENERGY ELECTRICITY	51,000.00	47,033.00	51,000.00
100-4200-531240	ENERGY BOTTLED GAS	1,200.00	1,000.00	1,200.00



100-4200-531270	ENERGY GASOLINE/DIESEL	13,000.00	10,000.00	13,000.00
100-4200-531300	FOOD	1,300.00	0.00	1,300.00
100-4200-541400	CAPITAL	12,000.00		9500
100-4250-522200	STORM DRAINAGE	11,400.00	1,000.00	0
<b>ROADS Totals:</b>		<b>796,000.00</b>	<b>584,363.00</b>	
<b>DEPARTMENT: PARKS</b>				
100-6200-522200	REPAIRS & MAINTENANCE	42,000.00	20,000.00	39000
100-6200-522202	R & M - FARMERS MKT	10,000.00		10000
100-6200-531100	SUPPLIES	20,000.00		20000
100-6200-531102	SUPPLIES - FARMERS MKT	10,000.00		0
100-6200-531230	ENERGY ELECTRICITY	17,000.00	25,000.00	17000
100-6200-531232	ENERGY ELECTRICITY - FARMERS MKT	5,000.00	20,528.00	0
100-6200-542100	CAPITAL OUTLAY - PARKS	0.00	0.00	0
<b>PARKS Totals:</b>		<b>104,000.00</b>	<b>65,528.00</b>	
<b>DEPARTMENT: PLANNING &amp; ZONING</b>				
100-7400-511000	SALARIES	241,909.00	211,300.00	179000
100-7400-512100	GROUP INSURANCE	156,500.00	79,000.00	87000
100-7400-512200	TAXES: SUTA, FICA, FUTA	19,000.00	16,700.00	14000
100-7400-512400	RETIREMENT CONTRIBUTIONS	18,000.00	7,508.00	18000
100-7400-512700	WORKERS COMP	800.00	800.00	800
100-7400-521200	PROFESSIONAL LEGAL	47,000.00	43,000.00	31570
100-7400-521202	PROFESSIONAL ENGINEERING	11,000.00	11,000.00	11,000.00
100-7400-521203	PROFESSIONAL OTHER	20,000.00	18,000.00	20,000.00
100-7400-521300	TECHNICAL SERVICES	13,000.00	11,000.00	13,000.00
100-7400-522200	REPAIRS & MAINTENANCE	2,000.00	2,000.00	2,000.00
100-7400-522320	RENTAL EQUIPMENT	4,400.00	4,400.00	4,400.00
100-7400-523200	COMMUNICATIONS	5,000.00	5,000.00	5,000.00
100-7400-523300	ADVERTISING	1,430.00	1,400.00	1,430.00
100-7400-523400	PRINTING AND BINDING	500.00	500.00	500.00
100-7400-523500	TRAVEL	5,000.00	4,000.00	5,000.00
100-7400-523600	DUES & FEES	2,500.00	2,500.00	2,500.00
100-7400-523700	EDUCATION & TRAINING	6,000.00	4,000.00	6,000.00
100-7400-523800	LICENSES	400.00	400.00	400.00
100-7400-523910	UNIFORMS	1,000.00	1,000.00	1,000.00
100-7400-531100	SUPPLIES	13,500.00	13,500.00	13,500.00
100-7400-531300	FOOD	500.00		500.00
100-7400-321270	ENERGY-GASOLINE / DIESEL	3,400.00	3,000.00	3,400.00
100-7400-541400	CAPITAL - PROPERTY (VEHICLE)	0.00	0.00	0.00
<b>PLANNING &amp; ZONING Totals:</b>		<b>572,839.00</b>	<b>440,008.00</b>	
<b>DEPARTMENT: ECONOMIC DEVELOPMENT</b>				
100-7540-572000	PMTS TO OTHER AGENCY (Chamber of Commerce)	12,000.00	12,000.00	12,000.00
100-7550-511000	SALARIES	65,723.00		65,723.00
100-7550-512100	GROUP INSURANCE	52,000.00		52,000.00
100-7550-512200	TAXES	5,100.00		5,100.00
100-7550-512400	RETIREMENT	1,000.00		1,000.00
100-7550-512700	WORKERS COMP	600.00		600.00
100-7550-521200	PROFESSIONAL LEGAL	250.00		250.00
100-7550-521201	PROFESSIONAL ACCOUNTING	1,000.00		1,000.00
100-7550-521203	PROFESSIONAL OTHER	100,000.00		100,000.00
100-7550-521300	TECHNICAL SERVICES	500.00		500.00
100-7550-523300	ADVERTISING	2,000.00		2,000.00
100-7550-523400	PRINTING AND BINDING	1,100.00		1,100.00
100-7550-523500	TRAVEL	1,000.00		1,000.00
100-7550-523600	DUES & FEES	1,000.00		1,000.00
100-7550-523700	EDUCATION & TRAINING	1,000.00		1,000.00
100-7550-523910	UNIFORMS	500.00		227
100-7550-531100	SUPPLIES	500.00		500.00
100-7550-531270	ENERGY - GASOLINE	500.00		0
100-7550-531300	FOOD	500.00		0
100-7550-531600	SMALL EQUIPMENT	5,000.00		0
100-7550-531000	PMTS TO OTHER AGENCY (DDA)	79,400.00	105,000.00	0
<b>ECONOMIC DEVELOPMENT Totals:</b>		<b>330,673.00</b>	<b>117,000.00</b>	
<b>GENERAL FUND Expenditure Totals:</b>		<b>3,263,345.00</b>	<b>3,314,251.00</b>	<b>2,771,500.00</b>

<b>GENERAL FUND Revenue Totals:</b>	<b>3,263,345.00</b>
<b>GENERAL FUND Expenditure Totals:</b>	<b>3,263,345.00</b>



REVENUE		DRUG -231	
Account #	Account Description	2023-24 Recmnd	2022-23 Budget
231	DRUG FUND	0.00	0.00
231	INTEREST	0.00	0.00
DRUG FUND 231 Revenue Totals		0.00	0.00

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240

EXPENDITURES		DRUG - 231	
Account #	Account Description	2023-24 Recmnd	2022-23 Budget
231	NARCAN	0.00	0.00
DRUG FUND 231 Expenditure Totals		0.00	0.00

240

DRUG FUND 231 Revenue Totals		0.00
DRUG FUND 231 Expenditure Totals		0.00

Other

REVENUE		HOTEL/MOTEL FUND - 275	
Account #	Account Description	2023-24 Recmnd	2022-23 Budget
275-0000-314100	HOTEL/MOTEL TAX	7,500.00	6,000.00
HOTEL/MOTEL FUND 275 Revenue Totals		7,500.00	6,000.00

7300

EXPENDITURES		HOTEL/MOTEL FUND - 275	
Account #	Account Description	2023-24 Recmnd	2022-23 Budget
275-7540-572000	PMTS TO OTHER AGENCY (Chamber of Commerce)	7,500.00	6,000.00
HOTEL/MOTEL FUND 275 Expenditure Totals		7,500.00	6,000.00

7300

HOTEL/MOTEL FUND 275 Revenue Totals		7,500.00
HOTEL/MOTEL FUND 275 Expenditure Totals		7,500.00

REVENUE		DOWNTOWN DEVELOPMENT AUTHORITY FUND (DDA) - 285	
Account #	Account Description	2023-24 Recmnd	2022-23 Budget
285-7550-000000	DOWNTOWN DEVELOPMENT AUTHORITY (DDA)	4,400.00	4,400.00
285-7500-740000	TRANSFER IN FROM RESERVES	75,000.00	25,000.00
DDA FUND 285 Revenue Totals		79,400.00	29,400.00

EXPENDITURES		DOWNTOWN DEVELOPMENT AUTHORITY FUND (DDA) - 285	
Account #	Account Description	2023-24 Recmnd	2022-23 Budget
285-7500-521200	PROFESSIONAL LEGAL	2,000.00	2,000.00
285-7500-521201	PROFESSIONAL ACCOUNTING	1,200.00	1,200.00
285-7500-521203	PROFESSIONAL OTHER	0.00	0.00
285-7500-523300	ADVERTISING	0.00	0.00
285-7500-523700	EDUCATION & TRAINING	1,200.00	1,200.00
285-7500-531000	FIREWORKS PURCHASE	0.00	0.00
285-7500-531100	SUPPLIES	0.00	0.00
285-7500-540000	GRANT DISBURSEMENTS	75,000.00	25,000.00
285-7550-531000	OTHER EXPENDITURES FROM RESERVES	0.00	0.00
DDA FUND 285 Expenditure Totals		79,400.00	29,400.00

DDA FUND 285 Revenue Totals		79,400.00
DDA FUND 285 Expenditure Totals		79,400.00



REVENUE		SPLOST VI FUND - 320	
Account #	Account Description	2023-24 Recmnd	2022-23 Budget
320-0000-313200	SPECIAL PURPOSE LOCAL OPTION SALES TAX	0.00	0.00
320-0000-361000	INTEREST INCOME	0.00	100.00
320-0000-361000	TRANSFER IN FROM RESERVES	59,000.00	42,900.00
SPLOST VI FUND 320 Revenue Totals		59,000.00	43,000.00

EXPENDITURES		SPLOST VI FUND - 320	
Account #	Account Description	2023-24 Recmnd	2022-23 Budget
320-1000-541300	CAPITAL OUTLAY - CITY HALL ACQUISITION	0.00	0.00
320-4200-541400	CAPITAL OUTLAY - ROADS AND SIDEWALKS	0.00	0.00
320-4200-542000	CAPITAL OUTLAY - PUBLIC WORKS EQUIPMNT-R	50,000.00	34,000.00
320-4300-541400	CAPITAL OUTLAY - SEWER PROJECTS	0.00	0.00
320-4300-542000	CAPITAL OUTLAY - PUBLIC WORKS EQUIPMNT-S	0.00	0.00
320-4400-541400	CAPITAL OUTLAY - WATER PROJECTS	0.00	0.00
320-4400-542000	CAPITAL OUTLAY - PUBLIC WORKS EQUIPMNT-V	0.00	0.00
320-6000-541000	CAPITAL OUTLAY - FARMERS MARKET	9,000.00	9,000.00
320-6200-541200	CAPITAL OUTLAY - PARKS AND RECREATION	0.00	0.00
SPLOST VI FUND 320 Expenditure Totals		59,000.00	43,000.00

SPLOST VI FUND 320 Revenue Totals	59,000.00
SPLOST VI FUND 320 Expenditure Totals	59,000.00

REVENUE		SPLOST VII FUND - 327	
Account #	Account Description	2023-24 Recmnd	2022-23 Budget
327-0000-340000	SPECIAL PURPOSE LOCAL OPTION SALES TAX	1,000,000.00	1,599,900.00
327-0000-361000	INTEREST INCOME	21,000.00	100.00
327-0000-361000	TRANSFER IN FROM RESERVES	1,679,000.00	0.00
SPLOST VII FUND 327 Revenue Totals		2,700,000.00	1,600,000.00

EXPENDITURES		SPLOST VII FUND - 327	
Account #	Account Description	2023-24 Recmnd	2022-23 Budget
327-1000-541300	CAPITAL OUTLAY - CITY HALL ACQUISITION	250,000.00	789,000.00
327-4200-541400	CAPITAL OUTLAY - ROADS AND SIDEWALKS	1,000,000.00	0.00
327-4200-542000	CAPITAL OUTLAY - PUBLIC WORKS EQUIPMNT-R	65,000.00	0.00
327-4300-541400	CAPITAL OUTLAY - SEWER PROJECTS	0.00	338,500.00
327-4300-542000	CAPITAL OUTLAY - PUBLIC WORKS EQUIPMNT-S	780,000.00	0.00
327-4400-541400	CAPITAL OUTLAY - WATER PROJECTS	0.00	338,500.00
327-4400-542000	CAPITAL OUTLAY - PUBLIC WORKS EQUIPMNT-V	0.00	34,000.00
327-6000-541000	CAPITAL OUTLAY - FARMERS MARKET	0.00	0.00
327-6200-541200	CAPITAL OUTLAY - PARKS AND RECREATION	605,000.00	100,000.00
SPLOST VII FUND 327 Expenditure Totals		2,700,000.00	1,600,000.00

SPLOST VII FUND 327 Revenue Totals	2,700,000.00
SPLOST VII FUND 327 Expenditure Totals	2,700,000.00

REVENUE		GRHOF SPECIAL PURPOSE FUND - 328	
Account #	Account Description	2023-24 Recmnd	2022-23 Budget
328-0000-334310	SPECIAL PURPOSE REVENUE	500,000.00	0.00
GRHOF SPECIAL PURPOSE FUND 328 Revenue Totals		500,000.00	0.00

89000

EXPENDITURES		GRHOF SPECIAL PURPOSE FUND - 328	
Account #	Account Description	2023-24 Recmnd	2022-23 Budget
328-6172-541000	CAPITAL EXPENDITURES	500,000.00	0.00
DF SPECIAL PURPOSE FUND 328 Revenue Totals		500,000.00	0.00

89000

SPECIAL PURPOSE FUND 328 Revenue Totals	500,000.00
SPECIAL PURPOSE FUND 328 Expenditure Totals	500,000.00

IMPACT FEE

1

REVENUE		ENTERPRISE FUND - 505	
Account #	Account Description	2023-24 Recmnd	2022-23 Budget
505-0000-341400	MISC REV/COPIES/PRINTING	1,600.00	100,000.00
505-0000-344210	WATER CHARGES	895,000.00	800,000.00
505-0000-344255	SEWERAGE CHARGES	916,000.00	900,000.00



505-0000-349000	ADMINISTRATIVE FEE	4,200.00	5,000.00
505-0000-349001	PENALTIES WATER & SEWER	19,000.00	18,000.00
505-0000-349002	RECONNECT FEE	4,000.00	2,000.00
505-0000-349300	BAD CHECK FEE	1,500.00	1,500.00
505-0000-351400	FINES	0.00	0.00
505-0000-361000	INTEREST INCOME	130,000.00	2,400.00
505-0000-381001	RENTAL INCOME HOUSE	9,000.00	9,000.00
505-0000-383000	REIMBURSEMENT FOR DAMAGED PROPERTY	0.00	0.00
505-0000-611000	OTHER FINANCING USES (RESERVES)	387,207.00	219,783.00
ENTERPRISE FUND Revenue Totals:		2,367,507.00	2,057,683.00

EXPENDITURES	ENTERPRISE FUND - 505		
Account #	Account Description	2023-24 Recmnd	2022-23 Budget

DEPARTMENT: SEWER			
505-4300-511000	SALARIES	225,926.00	177,836.00
505-4300-512100	GROUP INSURANCE	100,000.00	82,000.00
505-4300-512200	TAXES: SUTA, FICA, FUTA	18,000.00	15,500.00
505-4300-512400	RETIREMENT CONTRIBUTIONS	15,000.00	12,000.00
505-4300-512700	WORKERS COMP	10,000.00	10,000.00
505-4300-521200	PROFESSIONAL LEGAL	4,000.00	3,000.00
505-4300-521201	PROFESSIONAL ACCOUNTING	16,000.00	16,000.00
505-4300-521202	PROFESSIONAL ENGINEERING	100,000.00	100,000.00
505-4300-521203	PROFESSIONAL OTHER	6,000.00	10,000.00
505-4300-521300	TECHNICAL SERVICES	14,000.00	15,000.00
505-4300-521315	TECHNICAL SERVICES: ENVIR MGMT	60,000.00	50,000.00
505-4300-522110	GARBAGE SERVICES	7,500.00	7,500.00
505-4300-522200	REPAIRS & MAINTENANCE	80,000.00	56,000.00
505-4300-523100	INSURANCE OTHER THAN EMPL	300.00	0.00
505-4300-523200	COMMUNICATIONS	7,000.00	7,000.00
505-4300-523215	POSTAGE / MAIL BILLS	3,200.00	2,900.00
505-4300-523300	ADVERTISING	400.00	350.00
505-4300-523400	PRINTING AND BINDING	1,000.00	1,700.00
505-4300-523500	TRAVEL	1,000.00	1,000.00
505-4300-523600	DUES & FEES	9,000.00	4,000.00
505-4300-523700	EDUCATION & TRAINING	2,000.00	2,000.00
505-4300-523800	LICENSES	100.00	100.00
505-4300-523910	UNIFORMS	3,000.00	2,500.00
505-4300-531100	SUPPLIES	36,000.00	35,000.00
505-4300-531230	ENERGY ELECTRICITY	145,000.00	135,000.00
505-4300-531240	ENERGY BOTTLED GAS	1,300.00	1,300.00
505-4300-531270	ENERGY GASOLINE/DIESEL	7,400.00	7,000.00
505-4300-531300	FOOD	1,600.00	1,000.00
505-4300-561000	DEPRECIATION	450,000.00	428,000.00
505-4300-572000	PMTS TO DAWSON	31,000.00	31,206.00
505-4300-582104	INTEREST BOND 2014	50,000.00	50,000.00
SEWER Totals:		1,405,726.00	1,264,892.00

DEPARTMENT: WATER			
505-4400-511000	SALARIES	225,926.00	177,836.00
505-4400-512100	GROUP INSURANCE	100,000.00	82,000.00
505-4400-512200	TAXES: SUTA, FICA, FUTA	18,000.00	15,500.00
505-4400-512400	RETIREMENT CONTRIBUTIONS	15,000.00	12,000.00
505-4400-512700	WORKERS COMP	10,000.00	10,200.00
505-4400-521200	PROFESSIONAL LEGAL	10,000.00	3,000.00
505-4400-521201	PROFESSIONAL ACCOUNTING	16,000.00	16,000.00
505-4400-521202	PROFESSIONAL ENGINEERING	40,000.00	35,000.00
505-4400-521203	PROFESSIONAL OTHER	9,000.00	10,000.00
505-4400-521300	TECHNICAL SERVICES	14,000.00	12,000.00
505-4400-522110	GARBAGE SERVICES	3,000.00	1,700.00
505-4400-522200	REPAIRS & MAINTENANCE	40,000.00	32,000.00
505-4400-522320	RENTAL EQUIPMENT	1,300.00	1,000.00
505-4400-523100	INSURANCE OTHER THAN EMPLOYEE (GIRMA)	300.00	0.00
505-4400-523200	COMMUNICATIONS	7,500.00	9,000.00
505-4400-523215	POSTAGE / MAIL BILLS	3,300.00	2,900.00
505-4400-523300	ADVERTISING	3,000.00	350.00
505-4400-523400	PRINTING AND BINDING	1,000.00	1,700.00
505-4400-523500	TRAVEL	1,000.00	1,000.00
505-4400-523600	DUES & FEES	17,000.00	12,000.00
505-4400-523700	EDUCATION & TRAINING	6,000.00	4,000.00
505-4400-523800	LICENSES	500.00	500.00
505-4400-523910	UNIFORMS	3,000.00	1,500.00
505-4400-531100	SUPPLIES	63,000.00	46,023.00
505-4400-531115	SUPPLIES: CHEMICALS	55,000.00	39,994.00
505-4400-531230	ENERGY ELECTRICITY	37,000.00	19,642.00
505-4400-531240	ENERGY BOTTLED GAS	1,300.00	950.00



505-4400-531270	ENERGY GASOLINE/DIESEL	7,400.00	5,115.00
505-4400-531300	FOOD	1,600.00	1,000.00
505-4400-531510	WATER PURCHASED FROM EWSA	0.00	0.00
505-4400-561000	DEPRECIATION	183,000.00	146,000.00
505-4400-572000	PMTS TO DAWSON	31,205.00	31,205.00
505-4400-582104	INTEREST BOND 2014	37,450.00	37,450.00
<b>WATER Totals:</b>		<b>961,781.00</b>	<b>768,565.00</b>

<b>ENTERPRISE FUND Revenue Totals:</b>	<b>2,367,507.00</b>
<b>GRAND TOTAL of EXPENDITURES:</b>	<b>2,367,507.00</b>

REVENUE ENTERPRISE PROJECTS FUND - 530			
Account #	Account Description	2023-24 Recmnd	2022-23 Budget
530-0000-344257	SEWER TAPS	10,000.00	200,000.00
530-0000-344212	WATER TAPS	200,000.00	200,000.00
530-0000-610000	TRANSFER IN (RESERVES)/LOAN	10,290,000.00	10,071,000.00
<b>ENTERPRISE PROJECTS FUND 530 Revenue Totals</b>		<b>10,500,000.00</b>	<b>10,471,000.00</b>

EXPENDITURES ENTERPRISE PROJECTS FUND - 530			
Account #	Account Description	2023-24 Recmnd	2022-23 Budget
530-4300-541400	CAPITAL OUTLAY - SEWER	9,000,000.00	7,587,500.00
530-4400-541400	CAPITAL OUTLAY - WATER	1,500,000.00	2,883,500.00
<b>ENTERPRISE PROJECTS FUND 530 Expenditure Totals</b>		<b>10,500,000.00</b>	<b>10,471,000.00</b>

<b>ENTERPRISE PROJECTS FUND 530 Revenue Totals</b>	<b>10,500,000.00</b>
<b>ENTERPRISE PROJECTS FUND 530 Expenditure Totals</b>	<b>10,500,000.00</b>

REVENUE GARBAGE FUND - 540			
Account #	Account Description	2023-24 Recmnd	2022-23 Budget
540-0000-344110	REFUSE COLLECTION CHARGES	240,000.00	225,000.00
540-0000-611000	TRANSFER IN (RESERVES)	-9,800.00	5,200.00
<b>GARBAGE FUND 540 Revenue Totals</b>		<b>230,200.00</b>	<b>230,200.00</b>

EXPENDITURES GARBAGE FUND - 540			
Account #	Account Description	2023-24 Recmnd	2022-23 Budget
540-4310-511000	SALARIES	0.00	0.00
540-4310-512100	GROUP INSURANCE	0.00	0.00
540-4310-512200	TAXES: SUTA, FICA, FUTA	0.00	0.00
540-4310-522110	GARBAGE SERVICES	195,000.00	195,000.00
540-4310-523300	ADVERTISING	200.00	200.00
540-4310-531100	SUPPLIES	35,000.00	35,000.00
540-4310-574000	BAD DEBT	0.00	0.00
540-4310-541000	CAPITAL OUTLAY - BUILDING	0.00	0.00
<b>GARBAGE FUND 540 Expenditure Totals</b>		<b>230,200.00</b>	<b>230,200.00</b>

<b>GARBAGE FUND 540 Revenue Totals</b>	<b>230,200.00</b>
<b>GARBAGE FUND 540 Expenditure Totals</b>	<b>230,200.00</b>

REVENUE CEMETERY FUND - 790			
Account #	Account Description	2023-24 Recmnd	2022-23 Budget
790-0000-321210	REAL ESTATE FEES	1,000.00	125.00
790-0000-349100	CEMETERY LOT SALES	30,000.00	9,000.00
790-0000-361000	INTEREST INCOME	2,000.00	100.00
790-0000-611000	TRANSFER IN (RESERVES)	16,430.00	109,775.00
<b>CEMETERY FUND 790 Revenue Totals</b>		<b>49,430.00</b>	<b>119,000.00</b>

350  
31500  
4300  
5090

EXPENDITURES CEMETERY FUND - 790			
Account #	Account Description	2023-24 Recmnd	2022-23 Budget
790-4950-522200	REPAIRS & MAINTENANCE	12,430.00	12,000.00
790-4950-523600	DUES & FEES	200.00	200.00
790-4950-531100	SUPPLIES	6,800.00	6,800.00
790-4950-542500	CAPITAL OUTLAY - OTHER	30,000.00	100,000.00
<b>CEMETERY FUND 790 Expenditure Totals</b>		<b>49,430.00</b>	<b>119,000.00</b>

6600  
640  
11000  
23000

CEMETERY FUND 790 Revenue Totals	49,430.00
CEMETERY FUND 790 Expenditure Totals	49,430.00





**PURCHASE AND SALE AGREEMENT**

**BETWEEN**

**SUZETTE MARIE SIZEMORE & EDDIE CAROL RICH**

**AS SELLER**

**AND**

**THE CITY OF DAWSONVILLE, GEORGIA**

**AS PURCHASER**

**Exhibit "D"**

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the 21 day of October, 2024, by and between SUZETTE MARIE SIZEMORE AND EDDIE CAROL RICH, (collectively "Seller"), and THE CITY OF DAWSONVILLE, GEORGIA, ("Purchaser"). For the purpose of this Agreement and the interpretation thereof, the "Effective Date" for this Agreement shall be the date that the Clerk of the City of Dawsonville, attests to the approval of this transaction.

### WITNESSETH:

In consideration of the mutual obligations and covenants of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Purchaser and Seller agree follows:

### ARTICLE 1 LAND EXCHANGE

*Agreement to Exchange.* The Seller agrees to convey TRACT A to Purchaser and Purchaser agrees to convey TRACT B to the Seller, on the terms and conditions set forth in this Agreement.

### ARTICLE 2 THE PARCELS

**2.1 Tract A.** Seller owns that certain real property located on Highway 9 South in Dawsonville, Dawson County, Georgia being 0.176 +/- total acres. A more particular description of the property is shown on the survey attached hereto as **Exhibit "A"**, with the tract being purchased identified as a portion of **Tax Parcel D04 009**.

**2.2 Tract B.** Purchaser owns that certain real property located off of Highway 9 South in Dawsonville, Dawson County, Georgia, being 0.176 +/- total acres. A more particular description of the property is shown on the survey attached hereto as **Exhibit "A"**, with the tract being purchased identified as a portion of **Tax Parcel D04 013**.

**2.3 Value.** Based upon the appraisal secured by the City of Dawsonville, Georgia, Tract A and Tract B are of equal value.

### ARTICLE 3 EXCHANGE AND CONSIDERATION

**3.1 Exchange.** The Parties agree that the consideration for Tract A is Tract B, and the consideration for Tract B is Tract A.

### ARTICLE 4 TITLE AND SURVEY

**4.1 Title Delivery.** Not later than ten (10) business days following receipt by the parties of a fully executed counterpart of this Agreement, each party will deliver to the other a copy of their respective and existing owner's policy of title insurance, if any.



**4.2 Title Examination and Survey.** The Parties shall have the right to examine the other's title to their respective Property, prior to the expiration of the Inspection Period. In the event either Party is not satisfied with any matter affecting title to the Properties disclosed by a Title Commitment or any matter of survey, the dissatisfied party shall give written notice thereof to the other party prior to the expiration of the Inspection Period. If the dissatisfied party fails or elects not to timely deliver its notice of objection as provided herein, the dissatisfied party will be deemed to have waived any objection they may have as to matters of title and/or survey which were disclosed in the Title Commitment. Upon timely delivery of written notice of its objections, the other party shall have the right, but not the obligation, to cure any such objections to title at or prior to the Closing. If the other party fails or elects not to cure any of the objections prior to the Closing, the dissatisfied party, at its election, may either (i) terminate this Agreement and neither party will have any further rights, duties or obligations hereunder (other than those which expressly survive a termination hereof), or (ii) waive such objection and consummate the transactions contemplated hereby.

**4.3 No Right to Further Encumber.** Liens against the Property may not be Permitted Exceptions, and in no event is either party entitled to further encumber the Properties from and after the Effective Date until either this Agreement terminates or the Closing occurs.

## ARTICLE 5 INFORMATION AND INSPECTION

**5.1 Information Deliveries.** The Parties have or will make available to each other certain documentation pertaining to the Properties (the "**Information Documents**") to the extent available and in their possession or control, upon written notice requesting such documents, provided that such documents do not constitute confidential information.

**5.2 Reliability of Information.** The Information Documents and any additional information requested are being furnished for information purposes only. The Parties acknowledge and agree that they are accepting all Information Documents and other documents with the understanding that the information therein has been compiled by persons and entities other than the Parties, and the Parties have not verified and do not independently certify that the information contained therein is true, correct, or complete in all respects. With respect to the Third-Party Reports, the Parties further acknowledge and agree that they understand and have been informed that the Parties have not and do not adopt or ratify the findings of the Third-Party consultants who prepared the Third-Party Reports, do not represent that the Third-Party Reports are accurate in all respects, and do not warrant or represent that the Third-Party Reports can or should be relied upon in making its investment decisions concerning the Properties.

**5.3 Inspection Period Defined.** As used in this Agreement, the term "**Inspection Period**" means the period commencing upon the Effective Date and ending at 11:59:59 p.m. Eastern Time on the date which is forty-five (45) days after the Effective Date.

**5.4 Inspection.** During the Inspection Period (as hereinabove defined), the Parties covenant and agree to inspect the Properties and otherwise use due diligence to determine the suitability of the Properties as an investment or for their intended purposes, at each Parties' sole cost and expense. From and after the Effective Date and until the earlier to occur of termination of this Agreement or Closing, each Party and their respective representatives and agents will have the right, upon reasonable prior notice, to enter upon the Properties for the purpose of examining, inspecting and testing the Properties.

**5.5 Activities on Properties.** Each Party will be responsible for any and all losses, damages, charges and other costs associated with its examinations, inspections, and other activities conducted as a part of its due diligence, and immediately after conducting any such activities, each Party must return the Properties to substantially the same condition as existed prior to such examinations, inspections and other

activities. Each Party must discharge any liens that attach against the Properties as a result of their inspections by payment, bonding off, or otherwise removing such liens promptly on demand.

**5.6 Right to Terminate.** At any time prior to the expiration of the Inspection Period, either Party has the right to elect to terminate this Agreement if they determine that the property they will receive is not suitable for any reason, including but not limited to a determination that there is not sufficient consideration. Any such election must be in writing, and upon timely receipt thereof by the other Party, this Agreement will be null and void and of no further force and effect whatsoever, except for the terms of this Agreement which expressly survive termination; provided, however, that the terminating party may be required to execute an instrument in recordable form that disclaims any and all continuing right, title and interest in and to the particular property.

**5.7 Continuing Agreement.** If neither party elects to terminate this Agreement prior to the expiration of the Inspection Period, then: (a) this Agreement will remain in full force and effect, and (b) each party will be deemed to have accepted the respective properties on an "As Is" basis, subject only to the terms of this agreement and the terms and conditions set forth in the documents executed and delivered at Closing, and (c) each party will be deemed and agreed to accept title to the respective properties subject to the Permitted Exceptions. Each parties' sole obligation with respect to the physical condition of the Properties will be to deliver possession thereof to Seller in substantially the same physical condition, normal wear and tear excepted, as existed as of the expiration of the Inspection Period. Nothing contained herein shall limit the ability of the parties to contract for other or additional obligations not presently contained in this Agreement, which contractual terms must be in writing and signed by both parties.

**5.8 Hazardous Materials.** For the purposes hereof, the term "Hazardous Substances" shall mean substances defined as hazardous or toxic substances under Federal, state, or local environmental laws or regulations (collectively, "Environmental Laws"). To the best of each Parties' knowledge, there is no asbestos, radon, PCB's, fluorocarbons, or other Hazardous Substances on, in, under or about the Properties. Neither the Parties nor their respective agents and employees have used, generated, stored, transported, manufactured, treated, released or disposed of any Hazardous Substances on, in, under, or about the Properties. There are not presently, and to the best of each Parties' knowledge, have never been any storage tanks on or under the Properties. Neither Party has actual knowledge that the Properties are in violation, or ever have been in violation, of any Environmental Laws. Neither Party has received any notice or other communication, written or oral, from any governmental authority, alleging that the Properties are in violation of any Environmental Laws, and to the best of each Parties' knowledge, the Properties are not currently under investigation by any such agency. Notwithstanding the foregoing, the preceding language does not apply to the presence, use, storage, manufacture, release or disposal of small quantities of Hazardous Substances that are generally recognized to be appropriate as normal and customary uses related to property maintenance in general, and not in excess of any applicable legal limits provided for by the Environmental Laws.

## ARTICLE 6 WARRANTIES & REPRESENTATIONS

**6.1 Requisite Authority, Etc.** The Parties represent they have the full right, power and authority to make this exchange, to execute and deliver this Agreement, to transfer all of the Property to be conveyed, to consummate or cause to be consummated the transactions contemplated in this Agreement and to otherwise perform as contemplated herein in accordance with the terms hereof, and all requisite action necessary to authorize them to enter into this Agreement and to carry out its obligations hereunder have been taken, or by the Closing will have been taken.



**6.2 No Litigation.** To the Parties' knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, governmental investigation or proceeding pending against the Property at issue in this transaction which, if adversely determined, could individually or in the aggregate have a material adverse effect on the transaction contemplated by this Agreement.

**6.3 Notices of Violations or Actions.** The Parties have not received any written notification from any governmental or public authority (a) that the Property at issue in this transaction is in violation of any applicable fire, health, building, use, occupancy or zoning laws where such violation remains outstanding and, if unaddressed, would have a material adverse effect on the use of the Property as currently owned and operated or (b) that any work is required to be done upon or in connection with the Property, where such work remains outstanding and, if unaddressed, would have a material adverse effect on the use of the Property as currently owned and operated.

**6.4 Environmental Notices.** The Parties have not received written notification that any governmental or quasi-governmental authority has determined that there are any violations of any Environmental Laws with respect to the Property that is subject to this transaction.

**ARTICLE 7  
[RESERVED]**

**ARTICLE 8  
CONDITIONS TO CLOSING**

**8.1 Conditions to Purchaser's Obligations.** Purchaser's obligation to close this land exchange agreement is conditioned upon each and every one of the foregoing conditions precedent:

- (a) Seller has performed and observed in all material respects all covenants and agreements to be performed by Seller;
- (b) All of the representations and warranties of Seller contained in this Agreement are true and correct in all material respects as of the date of Closing; and
- (c) The party holding a secured interest in Seller's property agrees to release the property that Seller intends to convey to Purchaser from that security interest in exchange for the Property that Purchaser will convey to Seller.
- (d) The transaction is approved by Purchaser's governing authority.

**8.2 Conditions to Seller's Obligations.** Seller's obligation to close this land exchange agreement is conditioned upon each and every one of the foregoing conditions precedent:

- (a) Purchaser has performed and observed in all material respects all covenants and agreements to be performed by Purchaser under this Agreement; and
- (b) All of the representations and warranties of Purchaser contained in this Agreement are true and correct in all material respects as of the date of Closing.

**ARTICLE 9**

## CLOSING

**9.1** *Time and Place.* The consummation of the transaction contemplated hereby ("Closing") will be held at such office as Purchaser designates within thirty (30) days of the end of the Inspection Period. At Closing, Seller and Purchaser must perform their respective obligations set forth in this Article 9 and elsewhere in this Agreement (to the extent not previously performed), and the performance by each of them will be a concurrent condition of the performance of the obligations of the other

**9.2** *Seller's Obligations at Closing.* At Closing, Seller will:

- (a) execute and deliver to Purchaser, in recordable form, a Limited Warranty Deed, prepared by Purchaser, conveying Tract A;
- (b) deliver to Purchaser possession and occupancy of Tract A;
- (c) execute and deliver a closing statement prepared by Purchaser (the "Closing Statement") for the exchange of the Properties, in form and substance reasonably acceptable to Purchaser and Seller;
- (d) deliver to the Title Insurer any customary documents of assurance required by the Title Insurer to issue to the Purchaser an Owner Policy of Title Insurance in the base form without endorsement; and
- (e) deliver such additional documents as are reasonably required to consummate the transactions contemplated by this Agreement, provided such additional documents do not impose upon Seller any additional obligations or expenses not otherwise provided for hereunder.

**9.3** *Purchaser's Obligations at Closing.* At Closing, Purchaser will:

- (a) execute and deliver to Seller, in recordable form, a Limited Warranty Deed, prepared by Purchaser, conveying Tract B, and deliver possession and occupancy thereof, to Seller;
- (b) join Seller in execution of the applicable instruments described in subsections 9.2;
- (c) deliver to Seller such evidence as Seller's counsel and/or the Title Insurer may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser; and
- (d) deliver such additional documents as are reasonably required to consummate the transactions contemplated by this Agreement, provided such additional documents do not impose upon Purchaser any additional obligations or expenses not otherwise provided for hereunder.

**9.4** *Closing Costs.* Purchaser will be responsible for the expense associated with closing costs. Seller and Purchaser will each pay the fees of their respective attorneys incurred in connection with this transaction, if any.

## ARTICLE 10 DEFAULT



**10.1 Default by Purchaser.** If Purchaser fails to consummate this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by either Seller or Purchaser as herein expressly provided, or if Purchaser otherwise defaults under this Agreement, Seller will be entitled, as its sole remedy, to terminate this Agreement, it being agreed between the parties hereto that the actual damages to Seller, in the event of such breach, are impractical to ascertain and the continued ownership and/or possession of the Purchase Property is a reasonable estimate thereof.

**10.2 Default by Seller.** In the event Seller fails to consummate this Agreement for any reason other than Purchaser's default or the permitted termination of this Agreement by Seller or Purchaser as herein expressly provided, Purchaser's sole and exclusive remedy will be either (a) to terminate this Agreement; or (b) to bring a suit for specific performance, provided that any suit for specific performance brought by Purchaser must be filed within (60) days after the date originally scheduled for Closing, or such later date if Closing is extended as permitted in Agreement. Purchaser expressly waives the right to bring suit and covenants not to sue Seller at any time following the expiration of such 60-day period. Purchaser covenants that it shall not file a *lis pendens* or other similar notice against the Canton Frontage Property except in connection with and after the proper and timely filing of a suit for specific performance.

#### ARTICLE 11 MISCELLANEOUS

**11.1 Public Disclosure.** Any release to the public of information with respect to the sale contemplated herein or any matters set forth in this Agreement will be made only in the form approved by Purchaser.

**11.2 Discharge of Obligations.** The acceptance of the Deed by each Party will be deemed to be a full performance and discharge of every representation and warranty made by the other Party herein and every agreement and obligation on the part of the other Party to be performed pursuant to the provisions of this Agreement, except those which are herein specifically stated to survive Closing.

**11.3 Assignment.** This Agreement may not be assigned by either party, except that Purchaser may assign its obligations related to signage and painting as discussed supra to third parties selected by Purchaser for those purposes.

**11.4 Notices.** Any notice pursuant to this Agreement must be given in writing by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) legible facsimile transmission or email sent to the intended addressee at the address set forth below with proof of successful transmission, or to such other address or to the attention of such other person as the addressee will have designated by written notice sent in accordance herewith, and will be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of facsimile or email transmission, as of the date of the facsimile or email transmission (or next business day if transmitted on a day other than a business day) provided that an original of such facsimile or email is also sent on the date of the facsimile transmission to the intended addressee by means described in clauses (a) or (b) above. Legal counsel for the respective parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement will be as follows:

If to Seller:	Suzette Marie Sizemore & Eddie Carol Rich 417 Highway 9 South Dawsonville, Georgia 30534
---------------	--

If to Purchaser: City of Dawsonville  
Attention: Bob Bolz  
415 Highway 53 East  
Dawsonville, Georgia 30534  
E-mail: citymanager@dawsonville-ga.gov  
With a copy to: Kevin J. Tallant  
Tallant Howell, Attorneys at Law  
202 Tribble Gap Road, Suite 302  
Cumming, GA 30040  
Fax No.: 678-672-1234  
Email: ktallant@tallanhowell.com

**11.6 Modifications.** This Agreement cannot be changed orally, and no executory agreement will be effective to waive, change, modify or discharge it in whole or in part until such agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

**11.7 Calculation of Time Periods.** Unless otherwise specified, in computing any period of time described in this Agreement, the parties shall utilize the methods and procedures called for in O.C.G.A. § 1-3-1(d)(3). The final day of any such period will be deemed to end at 11:59:59 p.m., Eastern time.

**11.8 Successors and Assigns.** The terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto.

**11.9 Entire Agreement.** This Agreement, including the Exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

**11.10 Further Assurances.** Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. The provisions of this Section 11.10 will survive Closing.

**11.11 Counterparts; Facsimile Signatures.** This Agreement may be executed in identical counterparts, and all such executed counterparts will constitute the same agreement. It will be necessary to account for only one such counterpart in proving this Agreement. Signatures to this Agreement transmitted by telecopy, facsimile, "DocuSign," electronic mail, or some other electronic means of affixing a signature to indicate assent will be valid and effective to bind the party so signing. Each party agrees to promptly deliver any execution original to this Agreement with its actual signature to the other party, but a failure to do so will not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement will be bound by its own signature sent by telecopy, facsimile, electronic mail, DocuSign or other means, and will accept the signature of the other party so transmitted.

**11.12 Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will nonetheless remain in full force and effect at the option of Purchaser.

**11.13 Applicable Law.** This Agreement, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the substantive laws of the State of Georgia.

**11.14 No Third-Party Beneficiary.** The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not



for the benefit of any third party, and accordingly, no third party will have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

**11.15 Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

**11.16 Construction.** The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

**11.17 Termination of Agreement.** It is understood and agreed that if either Purchaser or Seller terminates this Agreement pursuant to a right of termination granted hereunder, such termination will operate to relieve Seller and Purchaser from all obligations under this Agreement, except for such obligations as are specifically stated herein to survive the termination of this Agreement.

**11.18 Time of the Essence.** Time is of the essence in this Agreement.

**11.19 Attorneys' Fees.** In the event either party files a lawsuit in connection with this Agreement or any provisions contained herein, then the party that prevails in such action shall be entitled to recover from the non-prevailing party, in addition to all other remedies or damages, as limited herein, reasonable attorneys' fees and costs of court incurred in such lawsuit. This covenant shall survive the Closing or termination of this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have duly executed this Agreement as of the Effective Date.


**SELLER:**  
SUZETTE MARIE SIZEMORE

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

**PURCHASER:**  
CITY OF DAWSONVILLE, GEORGIA

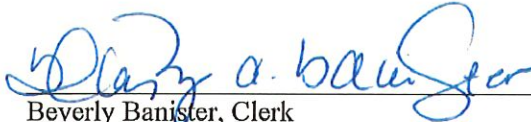
By:  \_\_\_\_\_  
John Walden, Mayor

**SELLER:**  
EDDIE CAROL RICH

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

Attestation

I, Beverly Banister, Clerk of the City of Dawsonville, Georgia, attest that on the 21 day of October, 2024, the City of Dawsonville approved the transaction called for in this agreement in an open meeting by a vote of 4-0. I furthermore attest to the signature of the Mayor of the City of Dawsonville on this document. Based upon the approval by the Authority, the Effective Date of this Agreement is and shall be October 21, 2024.

  
\_\_\_\_\_  
Beverly Banister, Clerk  
City of Dawsonville, Georgia





**NOTES**

1. Dawson County shall be responsible for maintenance of any EIR, EIRMA, delineation points or other structures within any drainage easement beyond the County right-of-way.
2. The standards, shown on other sheets to be located within a drainage easement or easement to be located as approved by the Dawson County Department of Engineering.
3. The various devices mentioned as "privately owned" are private ways and are not maintained by state, county, city, or other public agencies.
4. Privately maintained easements shall be a private use easement as public roads are shown.
5. All other surveying and any other notes on this plan shall be subject to the 100-foot rule and any other provisions of the Code Book of the County of Dawson.

**NOTE**

THIS SURVEY IS SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS, AND IS TO BE CALCULATED AND SHOWN AS SHOWN ON THIS PLAN.

**NOTE**

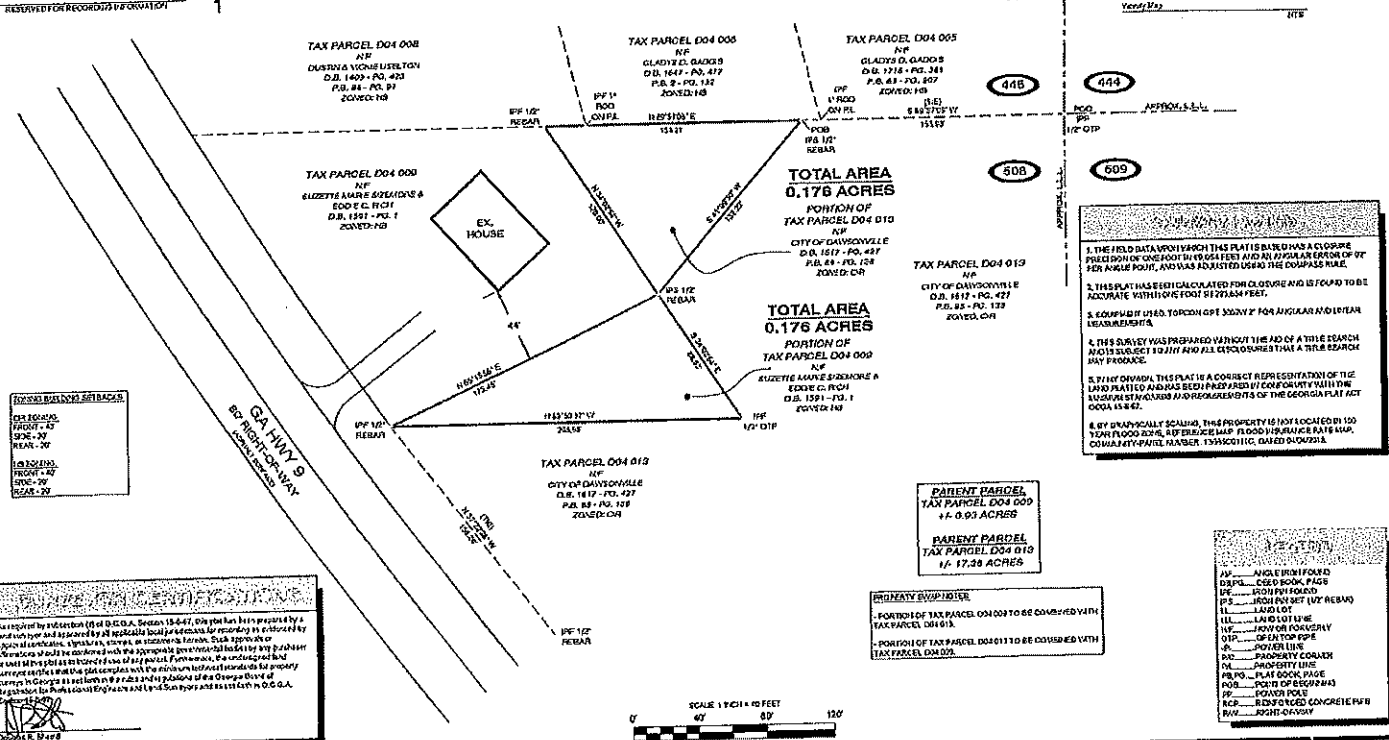
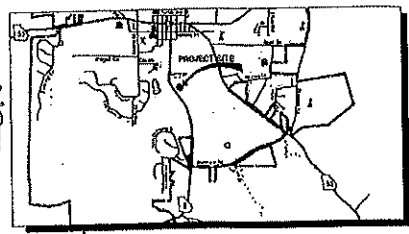
THIS SURVEY IS SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS, AND IS TO BE CALCULATED AND SHOWN AS SHOWN ON THIS PLAN.

**NOTE**

THE STATE WATER RIGHTS IS PRESERVED.

**NOTE**

REFER TO THE VARIATION/ACCURACY OF PROPERTY.



**TAX PARCELS D04 008 & D04 009**

FOR RECORDATION INFORMATION

ON RECORD FROM - 42

2024 - 42

REAR - 20

ON RECORD FROM - 42

2024 - 42

REAR - 20

**STATE OF GEORGIA**

As required by subsection (f) of O.C.G.A. Section 15-6-67, this plan has been prepared by a land surveyor and approved by the appropriate local jurisdiction for recording in accordance with applicable law. Any errors, omissions, or misstatements on this plan are the responsibility of the surveyor and not the local jurisdiction. The local jurisdiction's approval of this plan does not constitute a warranty or guarantee of accuracy or validity. The local jurisdiction is not responsible for any errors, omissions, or misstatements on this plan. The surveyor is not responsible for any errors, omissions, or misstatements on this plan.

**LDP LAND SURVEYING AND PLANNING**

1311 Peachtree Court  
Dawsonville, GA 30034  
404-708-3001  
www.LDPga.com  
dnp@lppga.com  
11766112



Revision Number	Date	Description

Survey for  
**City of Dawsonville**

Location:  
Parcel 100 - 100000 - 100000  
City of Dawsonville  
Dawson County, Georgia

Sheet  
**1 of 1**

**EXHIBIT "A"**  
Exhibit "D"