

**MINUTES**  
**CITY COUNCIL SPECIAL CALLED MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Wednesday, June 28, 2023**  
**5:00 P.M.**

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1. **CALL TO ORDER:** Mayor Pro-Tem Walden called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Present were Councilmember William Illg, Councilmember Mark French, Councilmember Caleb Phillips, Mayor Mike Eason (via teleconference), City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utility Director Jacob Barr, Planning Director Jameson Kinley, Finance Administrator Robin Gazaway and Director of Downtown Development Amanda Edmondson.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember French.
4. **APPROVAL OF THE AGENDA:** Motion to amend the agenda to add item #7 Lease with the Dawsonville History Museum, item #8 Front Entrance Modification Request for the Dawsonville History Museum, item #9 Winner's Circle and item #10 Public Input made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.  
  
Motion to approve the agenda as amended made by C. Phillips; second by W. Illg. Vote carried unanimously in favor.
5. **RESOLUTION NO. R2023-05: CONSIDER ADOPTION OF THE 2023-2024 BUDGET:** Motion to approve Resolution R2023-05 made by M. French; second by W. Illg. Vote carried unanimously in favor. (Exhibit "A")
6. **MOVED TO END OF THE AGENDA (ADJOURNMENT):**
7. **LEASE WITH THE DAWSONVILLE HISTORY MUSEUM:** Motion to approve the lease with the Dawsonville History Museum made by W. Illg; second by C. Phillips. Vote carried unanimously in favor. (Exhibit "B")
8. **FRONT ENTRANCE MODIFICATION REQUEST FOR THE DAWSONVILLE HISTORY MUSEUM:** Motion to approve the City to pay \$34,207.55 from General Fund Reserves without violating the City's Financial Policy to replace the front entrance doors at the museum contingent upon the Museum's Board of Directors signing the lease agreement made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.
9. **WINNER'S CIRCLE:** Motion to approve the City to purchase the epoxy paint to finish the winner's circle and pay the \$1,500 in labor contingent upon the Museum's Board of Directors signing the lease agreement made by W. Illg; second by M. French. Vote carried unanimously in favor.
10. **PUBLIC INPUT:** No participation by public.

#### **ANNOUNCEMENTS**

Mayor Pro-Tem Walden thanked the staff for preparing him for the GMA Convention he recently attended. He stated that during one of the classes he attended, it was reported that the Dawson County School System was in the top four schools in the State of Georgia for graduation and the level of education. He thanked everyone involved with the school system for their efforts and commitment.

Mayor Pro-Tem Walden reported the Georgia Racing Hall of Fame is holding their Independence Day Car Show on July 1<sup>st</sup>; the City's Comprehensive Plan Steering Committee will hold a public hearing on July 13, 2023 at 2:30 pm and 5:30 pm; the next Food Truck Friday will be on July 14, 2023 starting at 5:00 pm and the Farmer's Market is open every Saturday starting at 8:00 am.

Councilmember French stated there were several board members from the Dawsonville History Museum in attendance and took the opportunity to thank them for working with the City on these matters.

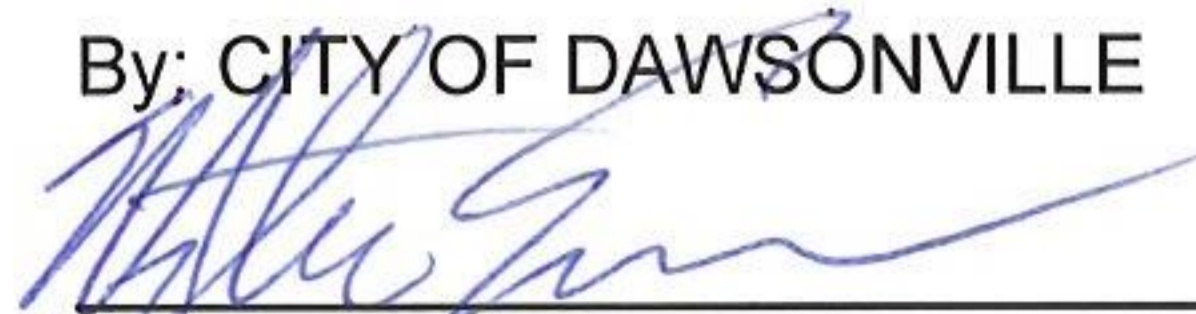
#### **ADJOURNMENT:**

At 5:10 p.m. a motion to adjourn the meeting was made by M. French; second by W. Illg. Vote carried unanimously in favor.

MINUTES  
CITY COUNCIL SPECIAL CALLED MEETING  
G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor  
Wednesday, June 28, 2023  
5:00 P.M.

Approved this 17<sup>th</sup> day of July 2023

By: CITY OF DAWSONVILLE



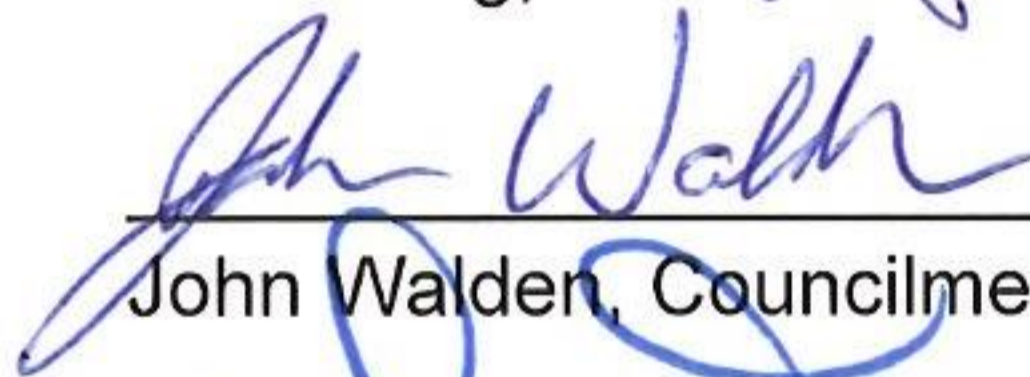
Mike Eason, Mayor



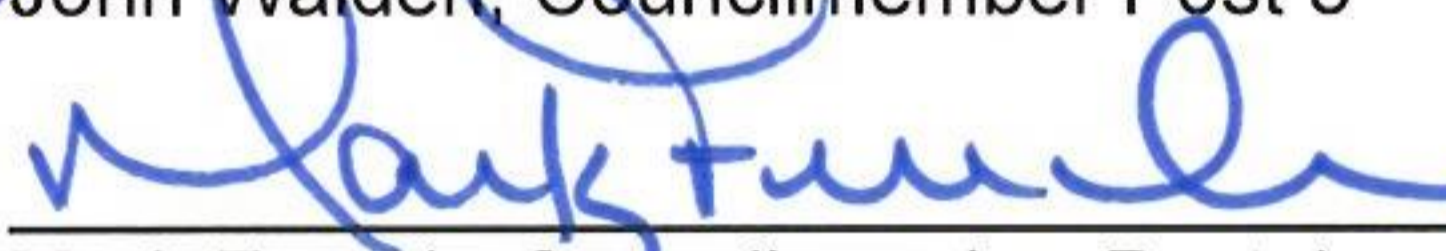
Caleb Phillips, Councilmember Post 1



William Illg, Councilmember Post 2

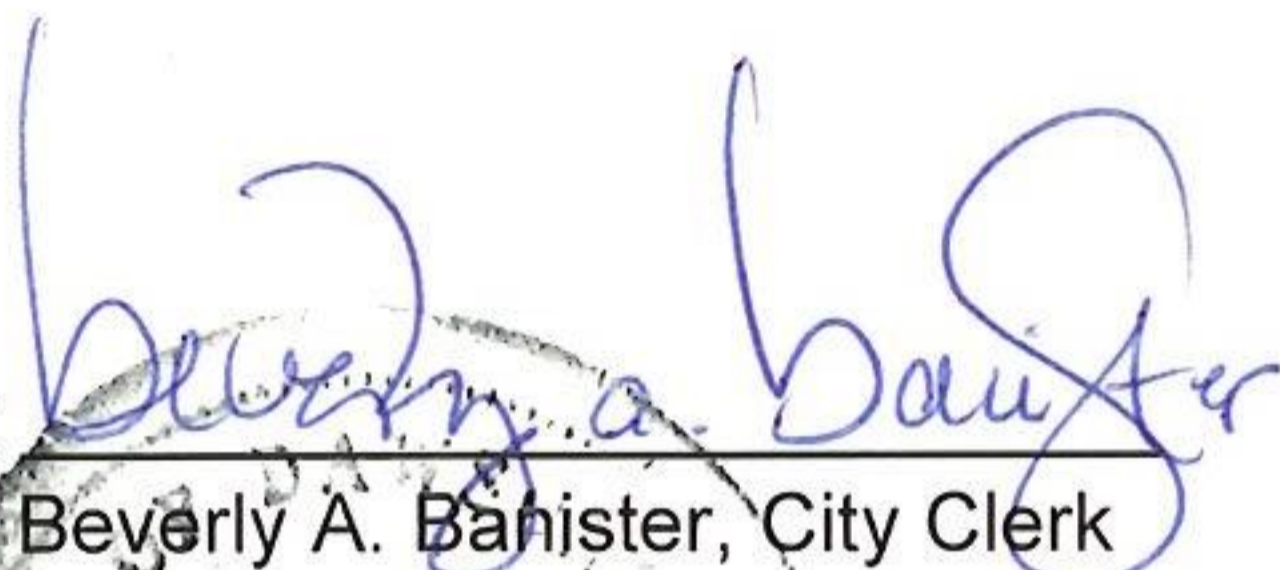


John Walden, Councilmember Post 3

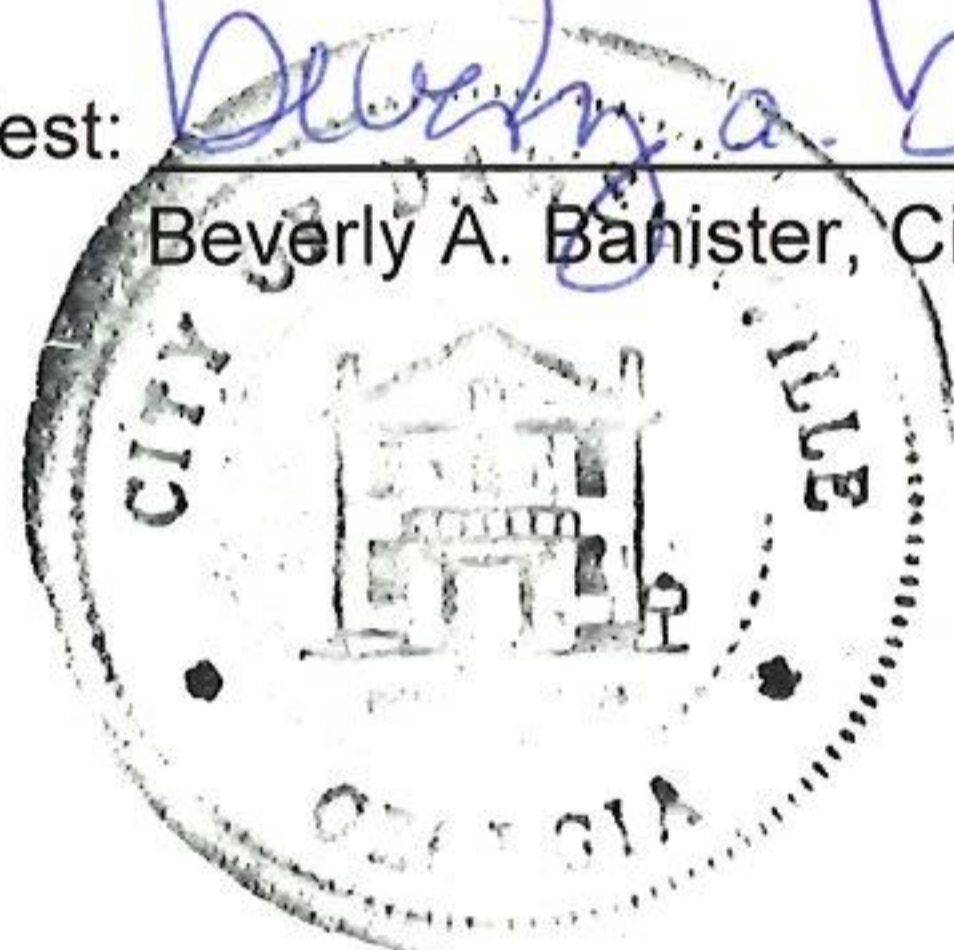


Mark French, Councilmember Post 4

Attest:



Beverly A. Banister, City Clerk



RESOLUTION No. R2023-05

A RESOLUTION OF THE CITY OF DAWSONVILLE, GEORGIA,  
ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING  
JULY 1, 2023 AND ENDING JUNE 30, 2024

WHEREAS, the City of Dawsonville, Georgia has prepared its annual budget for fiscal year July 1, 2023 through June 30, 2024; and

WHEREAS, the City Council received a proposed budget on May 15, 2023; and

WHEREAS, in accordance with O.C.G.A §36-81-5(d) the budget was made available for public review at city hall and on the city's official website; and

WHEREAS, in accordance with O.C.G.A §36-81-5(e) notice was published setting forth the availability of the budget for public review and in accordance with O.C.G.A §36-81-5(g) the notice included the public hearing advertisement on the proposed budget set for June 5, 2023; and

WHEREAS, a public hearing on the proposed budget was held on June 5, 2023; and

WHEREAS, the City has met all required notices under the law in terms of considering the budget; and

WHEREAS, Upon the call of the Mayor, a Special Called Meeting was set for June 28, 2023 to adopt the budget. A copy of the budget is attached hereto and incorporated herein as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Dawsonville, Georgia that the Annual Budget for fiscal year July 1, 2023 through June 30, 2024 attached hereto as Exhibit "A" is hereby approved, effective and adopted on this 28<sup>th</sup> day of June 2023.

CITY OF DAWSONVILLE

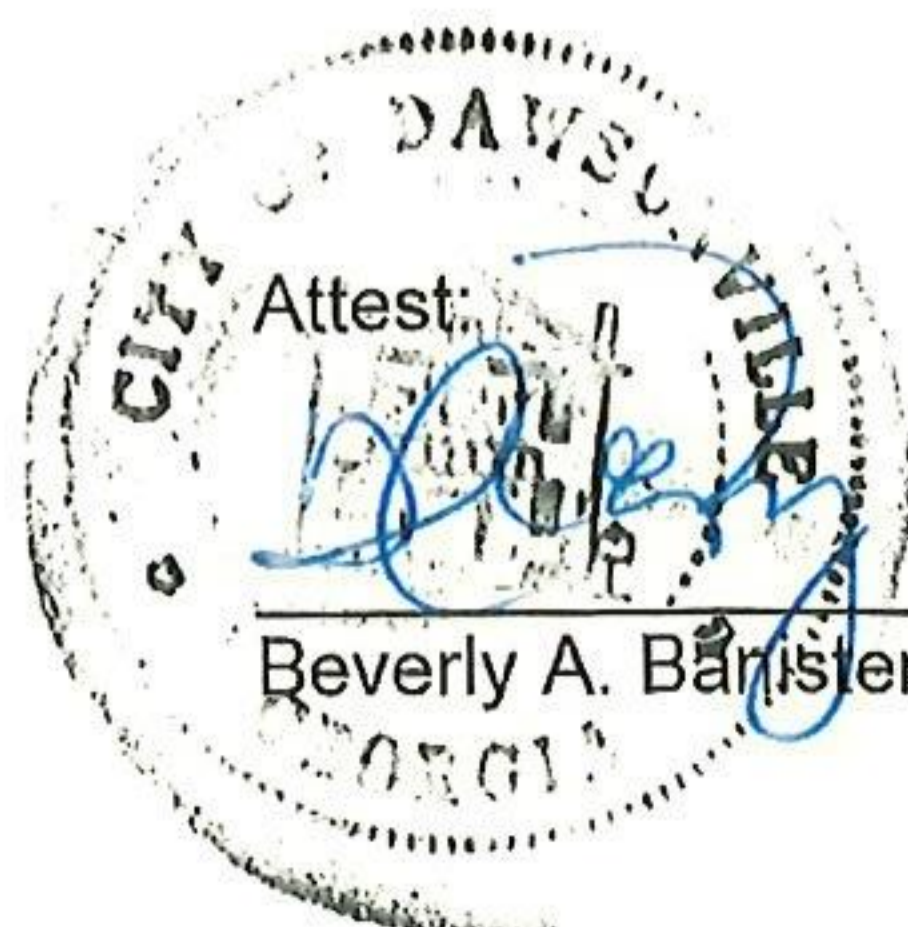
By: absent  
Mike Eason, Mayor

Caleb Phillips  
Caleb Phillips, Councilmember Post #1

William Illg  
William Illg, Councilmember Post #2

John Walden  
John Walden, Councilmember Post #3

Mark French  
Mark French, Councilmember Post #4



Attest:

Beverly A. Banister  
Beverly A. Banister, City Clerk

Exhibit "A"

CITY OF DAWSONVILLE

BUDGET FY 2023-24

FUND	ACCOUNT NAME	FUNCTION	DESCRIPTION	REVENUE	EXPENSES
100	GENERAL FUND	1100	COUNCIL		\$162,200.00
		1300	MAYOR		\$63,700.00
		1400	ELECTIONS		\$20,000.00
		1500	ADMINISTRATION		\$1,037,433.00
		1565	CITY HALL BUILDING		\$174,460.00
		3900	ANIMAL CONTROL		\$2,040.00
		4200	ROADS		\$796,000.00
		6200	PARKS		\$104,000.00
		7400	PLANNING & ZONING		\$572,839.00
		7540/7550	ECONOMIC DEVELOPMENT		\$330,673.00
				\$3,263,345.00	\$3,263,345.00
231	DRUG FUND			\$0.00	\$0.00
275	HOTEL-MOTEL TAX			\$7,500.00	\$7,500.00
285	DOWNTOWN DEVELOPMENT AUTHORITY			\$79,400.00	\$79,400.00
320/327/328	SPLOST VI & VII AND GRHOF PROJECT			\$3,259,000.00	\$3,259,000.00
505	ENTERPRISE	4300	SEWER	\$2,367,507.00	\$1,405,726.00
		4400	WATER		\$961,781.00
				\$2,367,507.00	\$2,367,507.00
530	CAPITAL OUTLAY	4300/4400	WATER/SEWER TAPS	\$210,000.00	\$9,000,000.00
			TRNSFR IN RESERVES/LOAN	\$10,290,000.00	\$1,500,000.00
				\$10,500,000.00	\$10,500,000.00
540	GARBAGE	4310	SOLID WASTE	\$230,200.00	\$230,200.00
790	CEMETERY	4950	CEMETERY	\$49,430.00	\$49,430.00

FY 2023-24 TOTAL REVENUE	\$19,756,382.00
FY 2023-24 TOTAL EXPENDITURES	\$19,756,382.00

**BUDGET FY 2023-24**

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

<b>EXPENDITURES</b>			
<b>GENERAL FUND - 100</b>			
<b>Account #</b>	<b>Account Description</b>	<b>2023-24 Recmnd</b>	<b>2022-23 Budget</b>
<b>DEPARTMENT: COUNCIL</b>			
100-1100-511000	COUNCIL: SALARIES	42,000.00	35,000.00
100-1100-512100	COUNCIL: GROUP INSURANCE	106,200.00	89,000.00
100-1100-512200	COUNCIL: TAXES: SUTA, FICA, FUTA	3,600.00	3,000.00
100-1100-523200	COUNCIL: COMMUNICATIONS - CELL PHONE	2,900.00	2,900.00
100-1100-523500	COUNCIL: TRAVEL	4,000.00	1,000.00
100-1100-523700	COUNCIL: EDUCATION & TRAINING	3,000.00	3,000.00
100-1100-531100	COUNCIL: SUPPLIES	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
100-1300-512100	MAYOR: GROUP INSURANCE	37,000.00	60.00
100-1300-512200	MAYOR: TAXES: SUTA, FICA, FUTA	1,700.00	1,400.00
100-1300-523200	MAYOR: COMMUNICATIONS - CELL PHONE	1,000.00	1,000.00
100-1300-523500	MAYOR: TRAVEL	1,300.00	1,200.00
100-1300-523700	MAYOR: EDUCATION & TRAINING	2,000.00	2,000.00
100-1300-531100	MAYOR: SUPPLIES	200.00	200.00
<b>MAYOR Expenditure Totals:</b>		<b>63,700.00</b>	<b>22,860.00</b>

DEPARTMENT: ELECTIONS			
100-1400-521203	ELECTIONS: PROFESSIONAL OTHER	20,000.00	15,000.00
100-1400-523300	ELECTIONS: ADVERTISING	0.00	0.00
100-1400-523400	ELECTIONS: PRINTING AND BINDING	0.00	0.00
100-1400-531100	ELECTIONS: SUPPLIES	0.00	0.00
ELECTIONS Expenditure Totals:		20,000.00	15,000.00
DEPARTMENT: ADMINISTRATION			
100-1500-511000	ADMINISTRATION: SALARIES	369,198.00	383,016.00
100-1500-512100	ADMINISTRATION: GROUP INSURANCE	161,000.00	164,000.00
100-1500-512200	ADMINISTRATION: TAXES: SUTA, FICA, FUTA	34,000.00	32,000.00
100-1500-512400	RETIREMENT CONTRIBUTIONS	34,000.00	25,000.00
100-1500-512700	WORKERS COMP	4,300.00	4,300.00
100-1500-521200	PROFESSIONAL LEGAL	76,000.00	70,000.00
100-1500-521201	PROFESSIONAL ACCOUNTING	20,000.00	19,000.00
100-1500-521203	PROFESSIONAL OTHER	112,000.00	57,000.00
100-1500-521300	TECHNICAL SERVICES (IT)	19,000.00	19,245.00
100-1500-521315	TECHNICAL SERVICES-PAYROLL ACH	3,600.00	3,600.00
100-1500-522200	REPAIRS & MAINTENANCE	4,200.00	4,078.00
100-1500-522320	RENTAL EQUIPMENT	3,500.00	3,010.00
100-1500-523000	OTHER PURCHASED SERVICES	32,000.00	32,000.00
100-1500-523100	INSURANCE OTHER THAN EMPL	500.00	15,000.00
100-1500-523200	COMMUNICATIONS	13,500.00	13,000.00
100-1500-523300	ADVERTISING	3,000.00	2,500.00
100-1500-523400	PRINTING AND BINDING	1,100.00	1,116.00
100-1500-523500	TRAVEL	4,000.00	4,000.00
100-1500-523600	DUES & FEES	12,000.00	12,112.00
100-1500-523700	EDUCATION & TRAINING	4,435.00	4,435.00
100-1500-523910	UNIFORMS	1,400.00	1,400.00
100-1500-531100	SUPPLIES	55,000.00	45,000.00
100-1500-531270	ENERGY GASOLINE/DIESEL	1,700.00	1,550.00
100-1500-531300	FOOD	3,000.00	2,500.00
100-1500-531600	SMALL EQUIPMENT	5,000.00	5,000.00
100-1500-541000	CAPITAL OUTLAY	15,000.00	296,000.00
100-1500-581000	CONTINGENCY	0.00	0.00
100-1500-999999	PMTS TO OTHER - DAWSON	45,000.00	550,000.00
ADMINISTRATION Totals:		1,037,433.00	1,769,862.00
DEPARTMENT: CITY HALL BUILDING			
100-1565-521300	TECHNICAL SERVICES	5,400.00	5,387.00
100-1565-522200	REPAIRS & MAINTENANCE	43,000.00	43,000.00
100-1565-522201	R & M - GRHOF	5,000.00	5,000.00
100-1565-522202	R & M - DISTILLERY	5,000.00	5,000.00
100-1565-522203	R & M - RESTURANT	5,000.00	
100-1565-531100	SUPPLIES	25,000.00	25,000.00
100-1565-531220	ENERGY NATURAL GAS	9,460.00	9,000.00
100-1565-531230	ENERGY ELECTRICITY	56,600.00	51,307.00
100-1565-540000	CAPITAL OUTLAY	20,000.00	20,000.00
CITY HALL BLDG Totals:		174,460.00	163,694.00
DEPARTMENT: ANIMAL CONTROL			
100-3900-523600	DUES & FEES	500.00	500.00
100-3900-531100	SUPPLIES	1,540.00	1,036.00
ANIMAL CONTROL Totals:		2,040.00	1,536.00
DEPARTMENT: ROADS			
100-4200-511000	SALARIES	349,640.00	259,177.00
100-4200-512100	GROUP INSURANCE	145,000.00	94,000.00
100-4200-512200	TAXES: SUTA, FICA, FUTA	27,100.00	21,000.00
100-4200-512400	RETIREMENT CONTRIBUTIONS	20,000.00	5,000.00
100-4200-512700	WORKERS COMP	27,000.00	27,000.00
100-4200-521200	PROFESSIONAL LEGAL	6,000.00	6,000.00
100-4200-521202	PROFESSIONAL ENGINEERING	5,000.00	4,500.00
100-4200-521300	TECHNICAL SERVICES	7,000.00	7,000.00
100-4200-522110	GARBAGE SERVICES	2,500.00	2,000.00
100-4200-522140	STREET SWEEPING/GROUNDSUP	16,100.00	14,300.00
100-4200-522200	REPAIRS & MAINTENANCE	50,300.00	50,000.00
100-4200-523200	COMMUNICATIONS	5,360.00	5,240.00
100-4200-523400	PRINTING AND BINDING	100.00	100.00
100-4200-523500	TRAVEL	2,000.00	2,000.00
100-4200-523600	DUES & FEES	3,000.00	1,513.00
100-4200-523700	EDUCATION & TRAINING	2,000.00	1,500.00
100-4200-523910	UNIFORM SERVICE	3,000.00	3,000.00
100-4200-531100	SUPPLIES	35,000.00	22,000.00
100-4200-531230	ENERGY ELECTRICITY	51,000.00	47,033.00
100-4200-531240	ENERGY BOTTLED GAS	1,200.00	1,000.00
100-4200-531270	ENERGY GASOLINE/DIESEL	13,000.00	10,000.00
100-4200-531300	FOOD	1,300.00	0.00

100-4200-541400	CAPITAL	12,000.00	
100-4250-522200	STORM DRAINAGE	11,400.00	1,000.00
<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
100-6200-522202	R & M - FARMERS MKT	10,000.00	
100-6200-531100	SUPPLIES	20,000.00	
100-6200-531102	SUPPLIES - FARMERS MKT	10,000.00	
100-6200-531230	ENERGY ELECTRICITY	17,000.00	25,000.00
100-6200-531232	ENERGY ELECTRICITY - FARMERS MKT	5,000.00	20,528.00
100-6200-542100	CAPITAL OUTLAY - PARKS	0.00	0.00
<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
100-7400-512100	GROUP INSURANCE	156,500.00	79,000.00
100-7400-512200	TAXES: SUTA, FICA, FUTA	19,000.00	16,700.00
100-7400-512400	RETIREMENT CONTRIBUTIONS	18,000.00	7,508.00
100-7400-512700	WORKERS COMP	800.00	800.00
100-7400-521200	PROFESSIONAL LEGAL	47,000.00	43,000.00
100-7400-521202	PROFESSIONAL ENGINEERING	11,000.00	11,000.00
100-7400-521203	PROFESSIONAL OTHER	20,000.00	18,000.00
100-7400-521300	TECHNICAL SERVICES	13,000.00	11,000.00
100-7400-522200	REPAIRS & MAINTENANCE	2,000.00	2,000.00
100-7400-522320	RENTAL EQUIPMENT	4,400.00	4,400.00
100-7400-523200	COMMUNICATIONS	5,000.00	5,000.00
100-7400-523300	ADVERTISING	1,430.00	1,400.00
100-7400-523400	PRINTING AND BINDING	500.00	500.00
100-7400-523500	TRAVEL	5,000.00	4,000.00
100-7400-523600	DUES & FEES	2,500.00	2,500.00
100-7400-523700	EDUCATION & TRAINING	6,000.00	4,000.00
100-7400-523800	LICENSES	400.00	400.00
100-7400-523910	UNIFORMS	1,000.00	1,000.00
100-7400-531100	SUPPLIES	13,500.00	13,500.00
100-7400-531300	FOOD	500.00	
100-7400-321270	ENERGY-GASOLINE / DIESEL	3,400.00	3,000.00
100-7400-541400	CAPITAL - PROPERTY (VEHICLE)	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
100-7550-511000	SALARIES	65,723.00	
100-7550-512100	GROUP INSURANCE	52,000.00	
100-7550-512200	TAXES	5,100.00	
100-7550-512400	RETIREMENT	1,000.00	
100-7550-512700	WORKERS COMP	600.00	
100-7550-521200	PROFESSIONAL LEGAL	250.00	
100-7550-521201	PROFESSIONAL ACCOUNTING	1,000.00	
100-7550-521203	PROFESSIONAL OTHER	100,000.00	
100-7550-521300	TECHNICAL SERVICES	500.00	
100-7550-523300	ADVERTISING	2,000.00	
100-7550-523400	PRINTING AND BINDING	1,100.00	
100-7550-523500	TRAVEL	1,000.00	
100-7550-523600	DUES & FEES	1,000.00	
100-7550-523700	EDUCATION & TRAINING	1,000.00	
100-7550-523910	UNIFORMS	500.00	
100-7550-531100	SUPPLIES	500.00	
100-7550-531270	ENERGY - GASOLINE	500.00	
100-7550-531300	FOOD	500.00	
100-7550-531600	SMALL EQUIPMENT	5,000.00	
100-7550-531000	PMTS TO OTHER AGENCY (DDA)	79,400.00	105,000.00
<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>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

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

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

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

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

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

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
GRHOF SPECIAL PURPOSE FUND 328 Revenue Totals		500,000.00	0.00

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

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
<b>DEPARTMENT: SEWER</b>			
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
<b>DEPARTMENT: WATER</b>			
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
WATER Totals:		961,781.00	768,565.00

ENTERPRISE FUND Revenue Totals:	2,367,507.00
GRAND TOTAL of EXPENDITURES:	2,367,507.00

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
ENTERPRISE PROJECTS FUND 530 Revenue Totals		10,500,000.00	10,471,000.00

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
ENTERPRISE PROJECTS FUND 530 Expenditure Totals		10,500,000.00	10,471,000.00

ENTERPRISE PROJECTS FUND 530 Revenue Totals	10,500,000.00
ENTERPRISE PROJECTS FUND 530 Expenditure Totals	10,500,000.00

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
GARBAGE FUND 540 Revenue Totals		230,200.00	230,200.00

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
GARBAGE FUND 540 Expenditure Totals		230,200.00	230,200.00

GARBAGE FUND 540 Revenue Totals	230,200.00
GARBAGE FUND 540 Expenditure Totals	230,200.00

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
CEMETERY FUND 790 Revenue Totals		49,430.00	119,000.00

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
CEMETERY FUND 790 Expenditure Totals		49,430.00	119,000.00

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

**LEASE AGREEMENT**

This Lease agreement ("Lease") is entered into effective the 1<sup>st</sup> day of July, 2023 by and between **THE CITY OF DAWSONVILLE**, a Georgia municipal corporation, whose address is 415 Hwy. 53 East, Suite 100, Dawsonville, Georgia 30534 ("Lessor") and **DAWSONVILLE HISTORY MUSEUM, INC.**, a Georgia non-profit corporation d/b/a Georgia Racing Hall of Fame, ("Lessee"), whose address is 415 Hwy. 53 East, Suite 110, Dawsonville, Georgia 30534.

**WITNESSETH:**

WHEREAS, the Lessor owns and operates certain property and facilities ("Premises") located at 415 Hwy. 53 East, Dawsonville, Georgia 30534, which is known as the City Hall/Dawsonville Municipal Complex; and

WHEREAS, the Premises includes several tenant spaces, including a museum and a retail/manufacturing space, of which the museum space is available for lease and suitable for Lessee's use; and

WHEREAS, the Lessor desires to lease the Tenant, the Museum space, and outdoor facilities area commonly known as the "Winner's Circle" appurtenant thereto, as fully depicted in Exhibit "A" attached hereto and fully incorporated herein ("Museum Space"), to Lessee for the operation by Lessee of the Georgia Racing Hall of Fame and the Gordon Pirkle Room as an event venue, which will be in general open to the public, pursuant to the terms and conditions of the City Lease.

**NOW THEREFORE**, for and in consideration of the mutual covenants and obligations set forth herein and in consideration of One Dollar (\$1.00) and other good and valuable consideration mutually exchanged this date between parties hereto, the

receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **Premises and Use.** Lessee shall be permitted to occupy and utilize the areas of the Premises depicted in Exhibit A, otherwise known as the Museum Space, for the purpose of operating the Georgia Racing Hall of Fame Museum, which shall be open to the public and maintain business hours as deemed appropriate by Lessee, so long as, such operations do not materially interfere with the business and operations of the City of Dawsonville.

1.1 Notwithstanding anything to the contrary herein, the Lessor shall be permitted at to use the Gordon Pirkle Conference Room depicted upon Exhibit A for City sponsored events upon fifteen (15) days' notice so long as said use (a) does not conflict with a previously scheduled and paid reservation for the Gordon Pirkle Room, (b) does not materially interfere with the Lessee's reasonable use of the Premises, and (c) Lessor has executed the standard rental agreement utilized by the Lessee. The only charge to Lessor for use of the Gordon Pirkle Room shall be the setup and cleanup fee which shall be handled directly with the company currently providing that service to the Lessee, and at that company's prevailing rate. In conjunction with such City sponsored events, Lessee, at its expense and through its employees, shall provide access to the Museum during the first hour of said event, without Lessor incurring any cost for its guests and invitees.

1.2 In the event Lessor shall receive a bona fide offer to purchase the Premises which Lessor shall decide pursuant to the laws governing disposition of property by municipal corporations to accept, Lessor shall provide to Lessee a correct copy of such offer to purchase by personally delivery to the Lessee's Executive Director. Lessee shall, in such event, provide Lessor, within twenty (20) business days of Lessee's receipt thereof,

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a written offer on identical terms, or shall provide Lessor with a written waiver of this right of first refusal, and the failure of either shall be, in fact, a waiver of the right of first refusal to purchase the property on identical terms. Lessor shall have the option, in its sole discretion, to decline any third party purchase offers, and shall not in such case be obligated to present the offer to Lessee under this right of first refusal. This provision is enforceable to the full extent of the law of the State of Georgia. Lessor and Lessee shall execute a Memorandum of Lease evidencing this right of first refusal in a format and manner recordable on the deed records of Dawson County, Georgia.

1.3. In the event Lessor receives an offer to lease any other property in the Dawsonville Municipal Complex, which offer Lessor desires to accept, Lessor, represented by the City Manager and at least one council member, shall meet with the Executive Director and President of the Museum (or their designated representatives) to discuss the offer and its impact on the Museum. Lessor is not and shall not be bound by Lessee's comments, and Lessor retains sole and absolute discretion to accept or decline offers to lease property in the Dawsonville Municipal Complex.

**2. Lease Term.** This Lease shall commence effective on July 1, 2023, for the period of twelve- months ("Lease Term") terminating on June 30, 2024. The lease term is subject to an automatic renewal for up to nine (9) renewal terms and shall be automatically renewed as long as neither party gives notice of an intent to not renew the lease at least 300 days before the expiration of the lease term. After the ninth renewal term this lease shall expire unless agreed to in wiring by the parties hereto, their successors or assigns.

3. **Rent.** Lessee covenants and agrees, to pay Lessor a rent amount as rent for the Museum Space during the Lease Terms which will be as follows:

A. From July 1, 2023 through June 30, 2024, Lessee covenants and agrees to pay Lessor rent in the amount of \$500.00 (Five Hundred and no/100 dollars) per month for the Museum Space. The same rental shall be due and owing in monthly increments through each lease renewal concluding with the lease terms which would expire on June 30, 2028.

B. From July 1, 2028 through June 30, 2029, Lessee covenants and agrees to pay Lessor rent in the amount of \$1,000.00 (One Thousand and no/100 dollars) per month for the Museum Space. The same rental shall be due and owing in monthly increments through each lease renewal concluding with the lease terms which would expire on June 30, 2033.

C. Rent will be due and payable by the 5<sup>th</sup> day of every month, and if not actually received by the City by the 10<sup>th</sup> of the month the rental payment shall be late. For any late payment received after the 10<sup>th</sup> of the month Lessee shall pay to the City a 5% penalty. Penalty payment shall be due immediately and must be included with payment of past due rent.

4. **Parking.** Lessee and its employees shall have the right to use the public parking spaces or parking areas near or adjacent to the City Hall/Dawsonville Municipal Complex, except to the extent such spaces may be utilized during the Mountain Moonshine Festival, held annually at the Dawsonville Municipal Complex, for festival purposes. All such parking shall be on a nonexclusive, non-assigned basis. Lessee shall not use or permit its

employees or invitees to use any spaces which have been specifically reserved by Lessor to other tenants or for such other uses as have been designated as being restricted to certain uses. Lessee shall at all times comply and cause its employees and invitees to comply with any parking rules and regulations as Lessor may from time to time reasonably adopt. At no time will Lessee or its employees use any parking spaces for storage or containers of any type or description. At no time will Lessee, its employees, or its customers use areas not specifically designated for parking as parking spots or areas, or for storage. Lessor assumes no liability or risk for any damage that may occur to the vehicles or other property of Lessee, its employees, customers or others in any parking area or common area.

**5. Storage, Store Fronts, and Unpermitted Uses/Activities.** Lessee agrees to maintain the Museum Space in a clean condition. Lessee agrees to not use the Museum Space as a long-term storage facility for items, except in areas specifically designated for the purpose of storage, such as closets. Notwithstanding the foregoing, Lessee shall have the right to store items necessary for the proper operation of the Museum for a period of time not to exceed three (3) business days. However, such storage shall not impede, obstruct, or in any way interfere with the normal operations of the City and/or any other tenants or visitors to the Premises. At no time will Lessee store any item that is unnecessary for the proper operation of its business within the Museum Space or the parking area.

**6. Insurance and other charges.** Lessee agrees to and shall pay for general liability insurance and shall name the Lessor as certificate holder or additional insured under the policy of insurance. Lessee shall keep the general liability policy in full force



and affect for the full Lease Term with coverage in the amount of at least \$1 million per person / \$2 million per occurrence. Lessee is responsible for all other forms of insurance (i.e. workers comp, etc.) as may be required by law, except as may be expressly assumed by Lessor in writing. Before holding any events where alcohol is sold or otherwise provided to attendees, whether or not it is an event of Lessee or some third party, Lessee shall provide or cause a third party to provide a "liquor liability policy" which policy shall likewise name the City as an additional insured, and which shall have coverage limits commensurate with this paragraph.

7. **Repair and Maintenance.** In addition to the overall maintenance of the Premises, Lessor shall repair and maintain, with reference to the Museum Space, the plumbing, heating, ventilating, electrical, air conditioning, or other mechanical installations therein, and shall provide Lessee with contact information for those persons Lessor designates to be responsible for repairs after regular available hours (as hereinafter defined). During the Lease Term, Lessor, at Lessor's sole expense, will be responsible for making any modifications to the Premises, Museum Space, and their appurtenances, including the parking lot and entrances serving the Premises and the Museum Space, required pursuant to any federal, state or local laws, ordinances, building codes, and rules and regulations of governmental entities having jurisdiction over the Premises, including but not limited to the Americans with Disabilities Act and all regulations and orders promulgated pursuant thereto.

8. **Improvements.** To the extent Lessee desires to modify, change or improve the Museum Space for Lessee's intended use, all plans for modifications or improvements must be presented to and approved in writing by Lessor prior to initiation

of any change, modification or construction. Lessor and Lessee shall attempt to reach an agreement on the sharing of costs incurred pursuant to this paragraph. Any costs accepted by the Lessor, must be preapproved by the City Manager or his designee. Lessee will be responsible for any expense they initiated without pre-approval from the City.

**9. Utilization of City Employees and/or City Funds.** Lessee is responsible for the charge of utilizing City employees to perform work inside of the museum not related to the maintenance of the museum that is the responsibility of the Lessor. The charge for the utilization of City employees will be billed monthly at the rate of \$20 per hour, per employee during regular available hours and \$30 per hour, per employee for work performed outside of regular available hours. Regular available hours are defined as Monday through Friday (excluding any City approved holidays), 8:00 am to 3:00 pm.

Lessee will be required to request and receive approval for the utilization of City Employees from the City Manager or his designee forty-eight hours in advance. A request for utilization of City Employees does not guarantee they will be available.

Effective with the execution of this lease, Lessee's management personnel shall become an employee of Lessee, and Lessee shall assume all responsibility for compensating said personnel. It is the intent of this provision that from the execution of this Lease forward Lessor shall no longer provide compensation for any employees whose focus is the management of Lessee's business.

**10. Utilities.** Lessee is responsible for all utilities associated with its occupation and use of the Museum Space including, but not limited to, water, sewer, natural gas, and electricity, some of which are invoiced by the Lessor to the Lessee. For all utilities invoiced by the Lessor, Lessee shall have ten (10) days from receipt of invoice in which to pay.

11. **General Supplies/Office Supplies/Printer.** Lessee is responsible for providing their own copier/printer, ink, toner, paper and other related office supplies for their operations. Lessor shall provide Lessee a key card capable of accessing the door to Lessor's lobby and the "Joe Lane Cox" meeting room. Lessee may use this key card access to secure the use of tables owned by Lessor after having received permission from the City Manager or his designee for such use. All borrowed tables shall be returned promptly after use by Lessee to the location from where they were taken.

12. **Garbage/Dumpster Removal Services.** Lessor shall provide access to Lessee to the Lessor's dumpster located on the property adjacent to the Premises for Lessee's normal weekly garbage usage. Lessee shall not deposit any hazardous substances in the dumpster or place any garbage or trash outside of the dumpster at any time. All garbage and trash from Lessee's leased Premises shall be hauled to and deposited in the dumpster by Lessee on at least a weekly basis. Notwithstanding the foregoing, except as required during events held or sponsored by the Lessee, Lessor agrees to haul off and deposit the garbage and trash from receptacles located in the Winner's Circle as needed, but at least weekly.

13. **Pest Control.** Lessee, at its cost, shall at all times keep the Premises free of pests. Lessor may elect to implement a program of pest control and, in such event, Lessee hereby grants Lessor the right to enter the Premises and perform such spraying and/or inspections that Lessor deems appropriate, and Lessee shall reimburse Lessor for Lessee's share of the cost of such program. If Lessor does not elect to implement a pest control program, Lessee shall implement a program of pest control satisfactory to Lessor which may include, without limitation, (a) moving any furniture, fixtures, equipment, displays

or inventory during inspections and spraying by Lessee's exterminator; and (b) maintaining the Premises in a clean, trash-free and sanitary condition. Lessee further acknowledges that Lessee's exterminator shall, in an environmentally safe way, perform inspections and/or spraying at least every month. If Lessee fails to promptly and fully comply with this Section, Lessor shall have the right, but not the obligation, to enter the Premises to perform such spraying or inspections at Lessee's expense. Performance of such work by Lessor shall not constitute a waiver of Lessee's default in failing to do the same and neither shall it entitle Lessee to any damages for any injury or inconvenience occasioned thereby nor to any abatement of rent. Lessee shall reimburse Lessor for any cost incurred by Lessor pursuant to this Section upon demand therefor.

**14. Security Deposit.** Because of the relationship between Lessor and Lessee and Lessee's status as a non-profit corporation operating a museum for the benefit of the general public, no Security Deposit shall be required from Lessee for this Lease.

**15. Binding Effect and Severability.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective successors and assigns. If any provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

**16. Quiet Enjoyment.** Upon due performance by Lessee of its covenants and agreements under this Lease, Lessor covenants that Lessee shall and may at all times peaceably and quietly have, hold, and enjoy the Museum Space during the Lease Term.

**17. Headings.** The Section headings are for convenience and reference only and shall not be used to limit or otherwise affect the meaning of any provision of this Lease.

18. **Counterparts.** This Lease may be simultaneously executed in two or more counterparts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one and the same instrument.

19. **Governing law, Venue and Jurisdiction.** This Lease shall be construed in accordance with and governed by the laws of the State of Georgia. Both parties hereby consent to jurisdiction and venue in Dawson County, Georgia in any action brought to enforce any provision of this Lease.

20. **Relationship of parties.** Lessor and Lessee shall not be considered or deemed to be joint venturers or partners and neither shall have the power to bind or obligate the other except as set forth herein.

21. **Default.** Lessee shall be in default if it fails to pay any rent or any other obligation when due to Lessor or fails to comply with any of the requirements of this Lease applicable to Lessee. . In the event Lessee defaults, Lessor may terminate this Lease and pursue such remedies as are allowed by law. Included among these remedies shall be the right of Lessor to recover all rents owed under the Lease for the unexpired portion of the Lease Term. Upon a default and prior to exercising any remedy hereunder or allowed by law, Lessor shall provide Lessee written notice of the default and of Lessor's intent to exercise remedies. Lessee shall communicate within ten (10) days following receipt of the notice of default whether or not it intends to cure the default. If Lessee communicates that it intends to cure the default, Lessee shall have thirty (30) days from its notice to Lessor to complete its cure, however, so long as Lessee is diligently pursuing a cure to its default, Lessor in its discretion may extend the time for cure an additional thirty (30) days. If the default is not cured within the cure period, or if Lessee fails to give notice that it intends

to cure the default, then Lessor will be immediately entitled to take possession of the Museum Space. Lessee waives any further right to notice prior to Lessor pursuing remedies other than those contained herein. Lessor shall be in default if it fails to comply with any of the requirements of this Lease applicable to Lessor. The foregoing notwithstanding, in the event a default of the Lessee poses or creates an imminent threat to life, health, or poses an immediate risk of substantial property damage or destruction, Lessor shall have the ability to immediately enter the premises in order to cure any such default.

**22. Construction.** All terms used in this Lease, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine, or neuter, as the context or sense of this Lease or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

**23. Modification.** No changes, additions, or interlineations made to this Lease shall be binding unless initialed by both parties.

**24. Non-waiver.** No delay or failure by either party to exercise any right under this Lease, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

**25. Time of essence.** Time is expressly declared to be of the essence of this Lease.

**26. Entire Agreement.** This Lease supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.


**27. Covered Pavilion.** In the event a grant is awarded for the purpose of

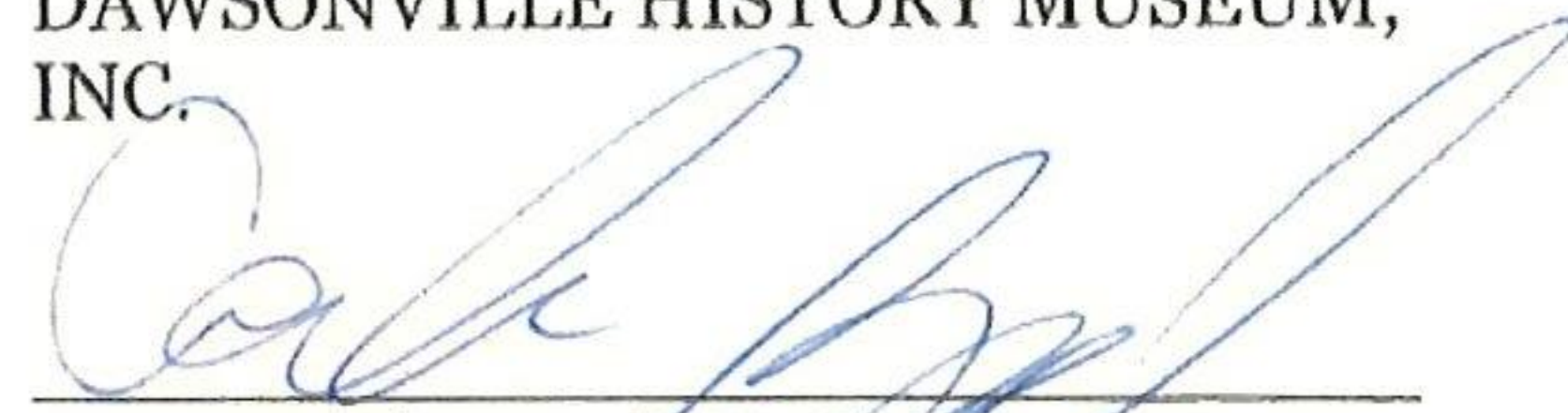
constructing a covered pavilion and an upgraded entrance to the Gordon Pirkle Room,  
Lessor and Lessee shall have a separate written agreement providing for the process and  
controls for expenditures of grant funds which shall, at a minimum, comply with any and  
all requirements of the grant awarded

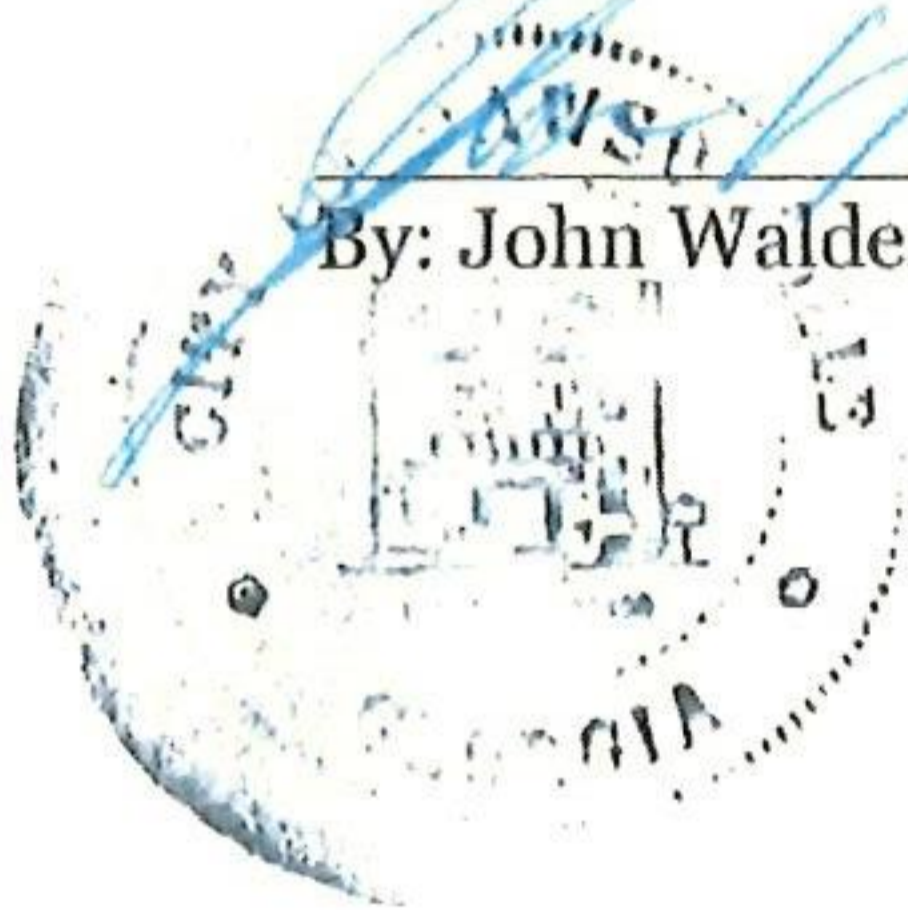
In witness whereof the parties have executed this Lease effective as of the date first above  
written.

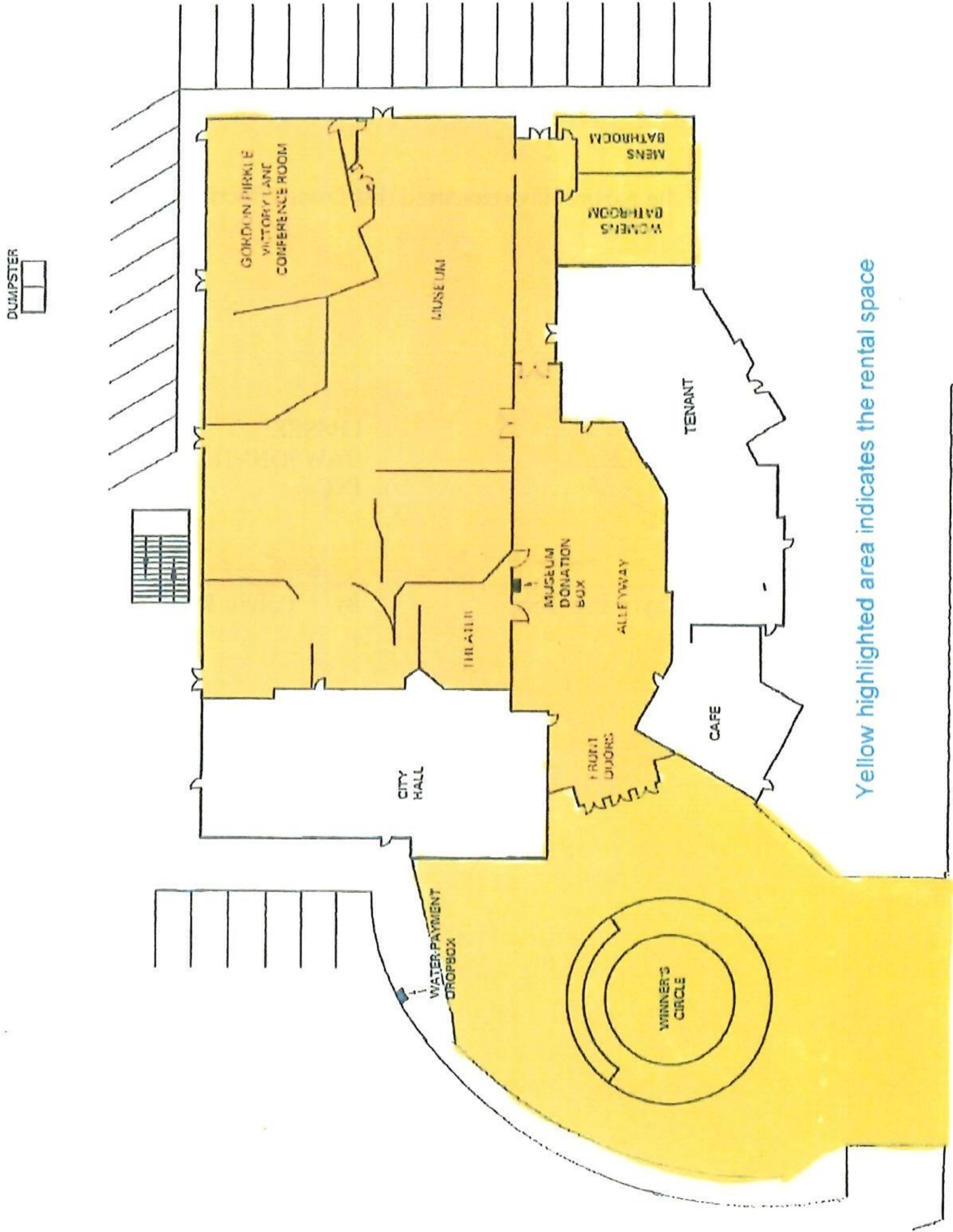
LESSOR:  
CITY OF DAWSONVILLE

LESSEE:  
DAWSONVILLE HISTORY MUSEUM,  
INC.

  
By: John Walden, Mayor Pro-Tem

  
By: Calvin Byrd, CEO





Yellow highlighted area indicates the rental space

FOOD LION PARKING LOT

Exhibit "B"

Exhibit "B"