

**DAWSON COUNTY BOARD OF COMMISSIONERS
DAWSONVILLE CITY COUNCIL
SPECIAL CALLED JOINT MEETING AGENDA
FRIDAY, DECEMBER 8, 2023
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
10:00 AM**

A. ROLL CALL

B. APPROVAL OF AGENDA

C. PUBLIC COMMENT

D. NEW BUSINESS

1. Proposed Transportation Special Purpose Local Option Sales Tax (TSPLOST) Discussion
 - a. Possible Projects for Inclusion in the Referendum
 - b. Rate of Tax
 - c. Approve TSPLOST Intergovernmental Agreement
 - d. County Business: Approve TSPLOST Authorizing Resolution
 - e. City Business: Approve TSPLOST Resolution

E. ADJOURNMENT

Those with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, should contact the ADA Coordinator at 706-344-3666, extension 44514. The county will make reasonable accommodations for those persons.

STATE OF GEORGIA
COUNTY OF DAWSON

**INTERGOVERNMENTAL AGREEMENT FOR THE USE AND DISTRIBUTION
OF PROCEEDS FROM A TRANSPORTATION SPECIAL PURPOSE
LOCAL OPTION SALES AND USE TAX**

THIS AGREEMENT is entered into on the ____ day of _____, 20____, by and between DAWSON COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the DAWSON COUNTY BOARD OF COMMISSIONERS (hereinafter the “County”), and the CITY OF DAWSONVILLE, a municipal corporation of the State of Georgia, acting by and through its governing authority, the MAYOR AND CITY COUNCIL OF DAWSONVILLE, GEORGIA (hereinafter the “City”).

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I (a) of the Georgia Constitution (the “Intergovernmental Contracts Clause”) authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, Part 1 of Article 5A of Chapter 8 of title 48 of the Official Code of Georgia Annotated (the “Act”) authorizes the levy of a transportation special purpose local option sales and use tax (the “TSPLOST”) at a rate of up to 1% for a period of up to five years within the special district of the County for the purpose of financing certain transportation purposes; and

WHEREAS, the Act authorizes the County and the City to enter into an “intergovernmental agreement” (as defined in the Act) pursuant to the Intergovernmental Contracts Clause in order to, among other things, govern the use and distribution of the TSPLOST proceeds for various transportation purposes; and

WHEREAS, the County and City met on the 8th day of December, 2023, to discuss possible projects for inclusion in a TSPLOST referendum to be held on the 21st day of May, 2024 (the “Election”), in conformance with the requirements of O.C.G.A. § 48-8-262 (a) (2) and 48-8-264.1 (2); and

WHEREAS, prior to the meeting of the County and the City, the County determined that a majority of the governing authorities of counties within the Northeast Georgia Regional Commission of Georgia have not passed resolutions calling for the levy of a tax under Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated; and

WHEREAS, the County and the City desire to enter into this Agreement in order to, inter alia, govern the use and distribution of the TSPLOST proceeds for various transportation purposes.

NOW THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City consent and agree as follows:

Section 1. Representations and Mutual Covenants

A. The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

(1) The County is a political subdivision duly created and organized under the Constitution and laws of the State of Georgia (the “State”). Under the Constitution and laws of the State, the County is authorized to execute, deliver, and perform its obligations under this Agreement. The County has duly authorized the execution, delivery, and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the County.

(2) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery, and performance of this Agreement by the County, except as shall have been obtained as of the date hereof.

(3) The authorization, execution, delivery, and performance by the County of this Agreement do not violate the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.

(4) There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefore) (a) contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (b) wherein an unfavorable decision, ruling or finding would (i) adversely affect the enforceability of this Agreement or (ii) materially adversely affect the transactions contemplated by this Agreement.

(5) The County is not in violation of the laws or the Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.

(6) The County will take all actions necessary to call the Election to be held in all voting precincts in the County on the 21st day of May, 2024 (the “Election”), for the purpose of submitting to the voters of the County for their approval, the question of whether or not a TSPLOST at a rate of 1% shall be imposed on all sales and uses allowed by law within the special district of Dawson County for a period of time not to exceed 5 years and for the raising of an estimated amount of Sixty-Eight Million and Seven Hundred Thousand Dollars (\$68,700,000) to be used for funding the transportation purposes specified in Exhibit A attached hereto (the “2024 TSPLOST”).

B. The City makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

(1) The City is a municipal corporation of the State, duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the City is authorized to execute, deliver, and perform its obligations under this Agreement. The City has duly authorized the execution, delivery, and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the City.

(2) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery, and performance of this Agreement by the City, except as shall have been obtained as of the date hereof.

(3) The authorization, execution, delivery, and performance by the City of this Agreement do not violate any ordinances of the City or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.

(4) There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefore) (a) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices or (b) wherein an unfavorable decision, ruling or finding would (i) adversely affect the enforceability of this Agreement or (ii) materially adversely affect the transactions contemplated by this Agreement.

(5) The City is not in violation of the laws or the Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.

(6) The City is a qualified municipality as defined in O.C.G.A. § 48-8-110 (4) and is located entirely or partially within the geographic boundaries of the special tax district created in the County.

C. It is the intention of the County and the City to comply in all respects with O.C.G.A. § 48-8-260 *et seq.* and all provisions of this Agreement shall be construed accordingly.

Section 2. Conditions Precedent

A. The obligations of the County and City pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the 2024 TSPLOST in accordance with the provisions of O.C.G.A. § 48-8-262 (d).

B. This Agreement is further conditioned upon the approval of the proposed imposition of the 2024 TSPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-263.

C. This Agreement is further conditioned upon the collecting of the 2024 TSPLOST revenues by the State Department of Revenue and transferring same to the County.

Section 3. Effective Date and Term of the Tax and Agreement

A. The 2024 TSPLOST, subject to approval in the Election, shall begin collections on October 1, 2024 and continue for a period of five (5) years in accordance with the provisions of O.C.G.A. § 48-8-264 (b)(3).

B. This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

(1) An official declaration that the Election has failed; or

(2) The expenditure by the County and the City of the last dollar of money collected from the 2024 TSPLOST after the expiration of the 2024 TSPLOST.

Section 4. County and Municipal TSPLOST Funds; Separate Accounts; No Commingling

A. The County shall create a special fund to be designated as the 2024 Dawson County Transportation Special Purpose Local Option Sales Tax Fund (“County 2024 TSPLOST Fund”). The County shall select a financial institution which shall act as a depository and custodian of the County 2024 TSPLOST Fund upon such terms and conditions as may be acceptable to the County.

B. The City shall create a special fund to be designated as the 2024 City of Dawsonville Transportation Special Purpose Local Option Sales Tax Fund (“Dawsonville 2024 TSPLOST Fund”). The City shall select a financial institution which shall act as a depository and custodian of the Dawsonville 2024 TSPLOST Fund upon such terms and conditions as may be acceptable to the City.

C. All 2024 TSPLOST proceeds shall be maintained by the County and the City in separate accounts or funds established pursuant to this Section. Except as provided in Section 5 of this Agreement, 2024 TSPLOST proceeds shall not be commingled with other funds of the County or City and shall be used exclusively for the transportation purposes detailed in this Agreement. No funds other than 2024 TSPLOST proceeds shall be placed in such funds or accounts.

D. All interest earned on the 2024 TSPLOST Funds maintained by the County and the City shall remain in their respective 2024 TSPLOST Funds and shall be used exclusively for the transportation purposes detailed in this Agreement.

Section 5. Procedure for Disbursement of 2024 TSPLOST Proceeds

A. The County and the City agree that the State Department of Revenue shall distribute all proceeds of the 2024 TSPLOST directly to the County, less the one percent paid into the general fund of the state treasury pursuant to O.C.G.A. § 48-8-267 (a)(1).

B. The County and the City agree that the 2024 TSPLOST proceeds, less the one percent paid into the general fund of the state treasury pursuant to Section 5 (A), including any amount received in excess of the estimated \$68,700,000 proceeds, shall be apportioned between the City and County as follows:

- (1) Five percent (5.0%) shall be paid to the City of Dawsonville; and
- (2) Ninety-five percent (95.0%) shall be paid to Dawson County.

C. Upon receipt by the County of 2024 TSPLOST proceeds collected by the Georgia Department of Revenue, the County shall promptly deposit said proceeds in the County 2024 TSPLOST Fund and, within ten (10) business days of its receipt of said proceeds, shall disburse the proceeds as follows:

(1) The County shall disburse five percent (5%) of the proceeds to the City in accordance with the percentages apportioned between the parties set forth in Section 5 (B) of this Agreement, and such proceeds shall be held by the City and applied to the cost of acquiring, constructing, and installing the transportation projects identified as “City of Dawsonville Projects” in Exhibit “A” of this Agreement, which is attached hereto and made part of this Agreement.

(2) The County shall retain the remaining ninety-five percent (95.0%) of the 2024 TSPLOST proceeds in the County 2024 TSPLOST Fund in accordance with Section 5 (B) of this Agreement, and such proceeds shall be held by the County and applied to the cost of acquiring, constructing, and installing the transportation projects identified as “Dawson County Projects” or “Joint City & County Projects” in Exhibit “A” of this Agreement,

E. Should the City cease to exist as a legal entity before all funds are distributed under this Agreement, the City’s share of the funds subsequent to dissolution shall be paid to the County as part of the County’s share unless an act of the Georgia General Assembly makes the City part of another successor municipality. If such an act is passed, the City’s share shall be paid to the successor municipality in addition to all other funds to which the successor municipality would otherwise be entitled.

Section 6. Transportation Projects

A. All transportation purposes to be funded in whole or in part from 2024 TSPLOST proceeds (i.e., the “2024 TSPLOST Projects”) are listed in Exhibit “A” of this Agreement.

B. The County and City agree to promptly proceed with the acquisition, construction, equipping, installation, and/or funding of the 2024 TSPLOST Projects. The County shall be solely and exclusively responsible for the completion, administration, prioritization, and management of each of the 2024 TSPLOST Projects identified as “Dawson County Projects” or “Joint City & County Projects” in Exhibit “A” of this Agreement. The City shall be solely and exclusively responsible for the completion, administration, prioritization, and management of each of the 2024 TSPLOST Projects identified as “City of Dawsonville Projects” in Exhibit “A” of this Agreement.

C. The County and the City agree further that each party shall expend at least 30 percent of their allocation of 2024 TSPLOST proceeds on transportation purposes consistent with

the state-wide strategic transportation plan pursuant to Section 48-8-262 (b)(2)(A) of the Act, and hereby agree and acknowledge that the City's and County's respective 2024 TSPLOST Projects satisfy the requirements of Section 48-8-262 (b)(2)(A) of the Act.

D. The County and City agree and acknowledge that the estimated costs for the 2024 TSPLOST Projects and the estimated 2024 TSPLOST proceeds are estimates only, and, as such, the City's and County's respective 2024 TSPLOST Projects are subject to adjustment by the responsible party in order to accommodate variations in actual costs, available funding, feasibility, and priority of specified transportation purposes.

E. The City's and County's respective 2024 TSPLOST Projects are each of equal priority and may be funded and completed by the responsible party in any order and in their sole discretion. In the event that the actual 2024 TSPLOST proceeds are insufficient to fully fund the actual cost of any or all 2024 TSPLOST Projects, or in the event that project costs exceed the current estimates, the responsible party shall have the sole discretion to reduce or expand the scope of any or all of their respective 2024 TSPLOST Projects. No party shall be obligated to fund any 2024 TSPLOST Project from revenues other than 2024 TSPLOST proceeds.

Section 7. Excess Proceeds

After all Projects are fully funded, any excess 2024 TSPLOST proceeds shall be used solely as provided by O.C.G.A. § 48-8-269.5.

Section 8. Audits

A. The County and City agree to maintain thorough and accurate records concerning receipt of 2024 TSPLOST proceeds and expenditures for each transportation purpose undertaken by the County or City respectively as required for fulfilling the terms of this Agreement.

B. During the term of this Agreement, the distribution and use of all 2024 TSPLOST proceeds deposited in the County 2024 TSPLOST Fund or the Dawsonville 2024 TSPLOST Fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48-8-269.5 (a)(2). The County and the City shall be responsible for the cost of their respective audits and agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.

C. The City shall provide the County with a copy of the audit of the distribution and use of the 2024 TSPLOST proceeds by the City. The County shall provide the City with a copy of the audit of the distribution and use of the 2024 TSPLOST proceeds by the County. Provided, however, that the parties' respective delivery of copies of such audits to the opposite party shall not imply any obligation on the part of the opposite party to exercise any oversight of the party's management or expenditure of 2024 TSPLOST proceeds. In the event that either party fails to comply with Section 8 of this Agreement or with the requirements of O.C.G.A. §48-8-260, *et seq.*, the opposite party shall not be held liable for such noncompliance.

Section 9. Annual Reports

Pursuant to O.C.G.A. § 48-8-269.6, the County and the City shall publish annually in a newspaper of general circulation in the boundaries of the County or the City, a simple, nontechnical report which shows for each transportation purpose in the resolution calling for imposition of the 2024 TSPLOST the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years, and amounts expended in the current year. Such annual reports shall be published no later than December 31st of each year.

Section 10. Notices

All notices, consents, waivers, directions, requests or other communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

If to the County: Dawson County Board of Commissioners
 ATTN: County Manager
 25 Justice Way
 Dawsonville, Georgia 30534

Copy to: Angela E. Davis, Esq.
 Jarrard & Davis, LLP
 222 Webb Street
 Cumming, Georgia 30040

If to the City: City of Dawsonville, Georgia
 ATTN: City Manager
 415 Highway 53 East, Suite 100
 Dawsonville, Georgia 30534

Copy to: Kevin Tallant, Esq.
 Tallant Howell Law Firm
 202 Tribble Gap Road
 Floor 3, Suite 302
 Cumming, Georgia 30040

Section 11. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the City with respect to distribution and use of the proceeds from the 2024 TSPLOST. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter hereof.

Section 12. Amendments

This Agreement shall not be amended or modified except by a written amendment executed by the governing authorities of the County and City.

Section 13. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 14. Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement, unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 15. Compliance with Law

The County and the City shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations.

Section 16. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent or waiver of any future breach of the same or of any other provision of this Agreement.

Section 17. Counterparts

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

Section 18. Mediation

The County and the City agree to submit any controversy arising under this Agreement to non-binding mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

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SIGNATURES ARE PROVIDED ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the County and the City, acting through their duly authorized agents, agree to the terms herein, and have caused this Agreement to be signed, sealed and delivered on the date indicated herein.

DAWSON COUNTY, GEORGIA

(COUNTY SEAL)

By: _____
Billy Thurmond, Chairman

Attest:

Kristen Cloud, County Clerk

Date

CITY OF DAWSONVILLE

(CITY SEAL)

By: _____
Mike Eason, Mayor

Attest:

Beverly Banister, City Clerk

Date

EXHIBIT A
2024 TSPLOST PROJECTS

NOTICE: The cost estimates for the transportation projects identified herein are subject to adjustment to accommodate variations in actual costs, available funding, feasibility, and priority of specified transportation purposes. All projects are all of equal priority and may be funded in any order. In the event that the actual 2024 TSPLOST proceeds are insufficient to fully fund the actual cost of any or all of the following projects, the responsible party shall have the sole discretion to reduce the scope of any one or more projects.

DAWSON COUNTY PROJECTS		
County Projects		
Amicalola Church Rd.	Resurfacing from SR 53 to Afton Rd.	\$670,000
Amicalola-Fern Valley	Paving gravel roads.	\$783,000
Azalea Dr.	Paving gravel road from Hugh Stowers Rd. to dead end.	\$20,000
Blue Ridge Overlook	Deep patch and resurfacing from SR 53 to Forsyth County line.	\$705,000
Buck Tr.	Paving gravel road from New Bethel Church Rd. to cul-de-sac.	\$31,000
Cedar Ridge Rd.	Paving gravel road from Hugh Stowers Rd. to cul-de-sac.	\$13,000
Clayton Wallace Rd.	Paving gravel road from Kilough Church Rd. to dead end.	\$73,000
Coltrane Rd.	Full depth reclamation (FDR) from Kelly Bridge Rd. to Forsyth County line.	\$430,000
Couch Rd.	Road widening and resurfacing from Kilough Church Rd. to Elliot Rd.	\$1,776,000
Country Crossing Subdivision	Resurfacing (Mayapple Glen, etc.).	\$750,000
Cowart Rd.	Full depth reclamation (FDR) from SR 53 to Kelly Bridge Rd.	\$4,500,000
Crane Rd.	Resurfacing from SR 136 to April Trace & Fern Valley Rd.	\$150,000
Dean Couch Rd.	Paving gravel road from Nix Bridge Rd. to Lula Garrett Rd.	\$66,000
Diane Cir.	Paving gravel road from Dogwood Ln. to Dogwood Ln.	\$48,000
Elliot Rd.	Widen, resurface, and improve drainage from SR 53 to Sunset Dr.	\$1,000,000
Emmett Dr.	Paving gravel road from Moss Overlook Dr. to cul-de-sac.	\$103,000

EXHIBIT A
2024 TSPLOST PROJECTS

DAWSON COUNTY PROJECTS (CONT.)		
County Projects (Cont.)		
Etowah River Rd.	Adding shoulders and full depth reclamation (FDR) from SR 53 to Cothran Rd.	\$1,732,000
Etowah River Rd.	Paving gravel road and re-opening closed portion to provide a north south connector from Cothran Rd. to SR 136.	\$531,000
Fausetts Lake Rd.	Paving gravel road from end of pavement to SR 136.	\$220,000
Frank Bruce Rd.	Full depth reclamation (FDR) from SR 9 to Seed Tick Rd.	\$1,650,000
Gold Mine Rd.	Paving gravel road from Sweetwater Juno Rd. to end of pavement.	\$266,000
Grant Rd. East	Paving gravel road from Harmony Church Rd. to SR 400.	\$66,000
Grizzle Rd.	Full depth reclamation (FDR) and widening from Hugh Stowers Rd. to Dawson Forest Rd.	\$2,600,000
Hampton Dr.	Paving gravel road from Jenkins Rd. to House #201.	\$52,000
Hanging Dog Rd.	Paving gravel road from Grizzle Rd. to cul-de-sac.	\$309,000
Hubbard Rd.	Widening, paving, and drainage improvements w/ROW acquisition from Pickens County line to Amicalola Church Rd.	\$1,936,000
Indian Cove Dr.	Resurfacing from Barker Rd. to Loop.	\$60,000
Keith Evans Rd.	Full depth reclamation (FDR) from SR 136 to SR 183.	\$1,300,000
Laurel Ln.	Paving gravel road from Hugh Stowers Rd. to Dead End.	\$25,000
Longview Dr.	Full depth reclamation (FDR) from Shadow Ln. to Loop.	\$500,000
Lumpkin Campground Rd.	Adding center 2-way left turn lanes, road widening, and various other improvements from Forsyth County line to SR 400.	\$5,000,000
Lumpkin Campground Rd. @ Dawson Forest Rd.	Adding an additional lane and widening roundabout.	\$3,100,000
Lumpkin Campground Rd. @ SR 53	Intersection and turn lane improvements.	\$5,400,000
Lumpkin Campground Rd. @ Whitmire/Red Rider	Construction of a roundabout.	\$2,400,000

EXHIBIT A
2024 TSP/LOST PROJECTS

DAWSON COUNTY PROJECTS (CONT.)		
County Projects (Cont.)		
Needham Rd.	Resurfacing from Kelly Bridge Rd. to Forsyth County line.	\$50,000
New Bethel Church Rd.	Deep patching, widening, and resurfacing w/ROW acquisition from edge of pavement to Etowah River Rd.	\$369,000
New Bethel Church Rd.	Paving gravel road from end of pavement to end of pavement.	\$430,000
New Hope Rd.	Full depth reclamation (FDR) from SR 136 to Bailey Waters Rd.	\$1,900,000
Night Fire Dr./ Dogwood Way	Deep patching and resurfacing.	\$1,200,000
North Chestatee Pt.	Resurfacing from Chestatee Point to Chestatee Point.	\$40,000
Old Henry Grady Rd.	Full depth reclamation (FDR) from SR 136 to SR 136.	\$1,700,000
Patton Dr.	Paving gravel road from Hugh Stowers Rd. to dead end.	\$46,000
Rainbow Lake Dr.	Paving gravel road from Sweetwater Juno Rd. to Victor Ln.	\$111,000
Red Rider Rd.	Right-of-way acquisition and road widening from Lumpkin Campground Rd. to Freeland Rd.	\$1,500,000
Seed Tick Rd.	Full depth reclamation (FDR) from Etowah River Rd. to Frank Bruce Rd.	\$1,600,000
SR 9 @ Thompson Rd. intersection	Construction of a roundabout.	\$1,500,000
Steve Tate Highway bridge	Replace triple corrugated metal pipe with span bridge over Amicalola Creek Crossing.	\$1,153,000
Thompson Creek Park Rd.	Resurfacing from new alignment to boat ramp.	\$83,000
Toto Creek Park Rd.	Full depth reclamation (FDR) from Price Rd. to end of pavement.	\$430,000
Whitmire Dr. West	Addition of 3rd. (center turn) lane at SR 400.	\$900,000
General roadway safety and other Improvements	Improvements to intersection alignment, turn lanes, signalization, paved aprons, sight distance, etc.	\$4,000,000
Program Management, Engineering, Other Fees:		\$3,009,000
Dawson County Total Est.:		\$58,286,000

EXHIBIT A
2024 TSPLOST PROJECTS

CITY OF DAWSONVILLE PROJECTS		
City Projects		
Allen Rd. @ Perimeter Rd.	Intersection improvements and crosswalk	\$292,000
Burt's Crossing Dr., Winding Ct., Ridgewater	Mill and pave the full subdivision	\$147,000
Elliot Village	Deep patch repair and resurfacing from Robinson Rd. to dead end.	\$64,000
Georges Pl.	Deep patch and resurface paved portion of road from Elliott Village to dead end.	\$38,000
Maple St.	Full depth reclamation (FDR) from SR 53 to dead end.	\$295,000
North Raymond Parks Rd.	Pave and overlay from SR 53 to County lot.	\$10,000
Pamela Cir.	Paving gravel road from Perimeter Rd. to dead end.	\$22,000
Pearl Chambers (Dive/Court/Way)	Milling and paving (full subdivision).	\$70,000
Rain Hill Subdivision	Deep patching and paving (full subdivision).	\$350,000
Richmond Dr.	Deep patching failed areas and resurfacing from Maple St. to dead end.	\$93,000
Robinson Rd.	Full depth reclamation (FDR) from SR 9 to end of pavement.	\$67,000
Shoal Creek Rd @ Burt Creek Rd.	Intersection improvements.	\$396,000
Shoal Creek Rd @ Perimeter Rd.	Intersection improvements.	\$593,000
SR 53 @ Allen Street	Intersection improvements.	\$343,000
Stegal Pl.	Deep patching failed areas and resurfacing from Maple St. to dead end.	\$189,000
Stonewall Subdivision	Milling and paving (full subdivision).	\$106,000
Dawsonville Total Est.:		\$3,075,000

EXHIBIT A
2024 TSPLOST PROJECTS

JOINT CITY & COUNTY PROJECTS		
City & County Projects		
Cleve Wright Rd.	Paving gravel road from SR 183 to Old Henry Grady Rd.	\$290,000
City, County & GDOT Projects		
Downtown By-Pass (south connector)	Project study.	\$500,000
SR 9 North @ Perimeter Rd.	Intersection improvements.	\$3,224,000
SR 9 South @ Perimeter Rd.	Intersection improvements.	\$3,325,000
Joint City & County Project Total Est.:		\$7,339,000
COUNTYWIDE TOT. EST.:		\$68,700,000

STATE OF GEORGIA
DAWSON COUNTY

CLERK'S CERTIFICATE

I, Kristen Cloud, Dawson County Clerk, do hereby certify that the foregoing pages constitute a true and correct copy of the INTERGOVERNMENTAL AGREEMENT FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM A TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX adopted by the Board of Commissioners of Dawson County at an open public meeting duly called and lawfully assembled on the ____ day of _____, 20____, in connection with calling an election pertaining to the imposition or non-imposition of a special 1 percent Single County Transportation Special Purpose Local Options Sales and Use Tax, the original of such agreement being duly recorded in the Minute Book of the Board of Commissioners, which Minute Book is in my custody and control.

WITNESS my hand and the official seal of the Board of Commissioners of Dawson County, this the ____ day of _____, 20____.

Kristen Cloud,
Dawson County Clerk

(SEAL)

**A REFERENDUM RESOLUTION OF THE BOARD OF COMMISSIONERS OF
DAWSON COUNTY, GEORGIA**

**A REFERENDUM RESOLUTION TO REGULATE AND PROVIDE FOR
THE CALLING OF AN ELECTION AND TO CALL AN ELECTION TO
IMPOSE A TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION
SALES TAX; TO SPECIFY THE PURPOSES FOR WHICH THE
PROCEEDS OF THE SALES TAX ARE TO BE USED; TO SPECIFY THE
ESTIMATED COST OF THE PROJECTS THAT WILL BE FUNDED
FROM THE PROCEEDS OF THE SALES TAX; TO SPECIFY THE
MAXIMUM PERIOD OF TIME THE SALES TAX WILL BE IMPOSED;
AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dawson County (the “Board”) is the governing authority of Dawson County, Georgia (the “County”), a political subdivision created and existing under the laws of the State of Georgia, and is charged with the duties of levying taxes, contracting debts, and managing the affairs of the County; and

WHEREAS, the City of Dawsonville, Georgia, (hereinafter the “City”), is a municipal corporation of the State of Georgia and is a qualified municipality as defined in O.C.G.A. § 48-8-110 (4); and

WHEREAS, Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the “Act”), authorizes the imposition of a Single County Transportation Special Purpose Local Options Sales and Use Tax (the “TSPLOST”) to fund authorized transportation purposes for the use and benefit of a county and qualified municipalities within the county; and

WHEREAS, the governing authorities of the County and the City met together on the 8th day of December, 2023, to discuss possible projects for inclusion in the TSPLOST referendum in substantial conformity with the requirements of Section 48-8-262 (a)(2) of the Act; and

WHEREAS, the County and the City have entered into an intergovernmental agreement memorializing their agreement on the levy of the TSPLOST, the rate of such tax, and the distribution of the proceeds of such tax (hereinafter, the “Agreement”), which provides for the following distribution formula:

- (1) Five percent (5.0%) shall be paid to the City of Dawsonville; and
- (2) Ninety-five percent (95.0%) shall be paid to Dawson County.

WHEREAS, the Agreement identifies certain necessary and capital outlay projects for transportation purposes and the anticipated costs of the same for the County and the City; and

WHEREAS, it appears to the Board that the most feasible plan for providing funds to pay the costs of the projects described above is to impose a Single County Transportation Special Purpose Local Options Sales and Use Tax pursuant to Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, which shall be imposed on all applicable sales and uses under

the Act for a term of five years and is expected to raise Sixty-Eight Million and Seven Hundred Thousand Dollars (\$68,700,000); and

WHEREAS, under the Constitution and laws of the State of Georgia, it is necessary to submit to the qualified voters of Dawson County the question of whether or not a Single County Transportation Special Purpose Local Options Sales and Use Tax should be imposed for the purposes described above.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Dawson County, and it is hereby resolved by authority of the same, as follows:

Section 1. There is hereby authorized to be called and there is hereby called an election to be held in all precincts in Dawson County on the 21st day of May, 2024, for the purpose of submitting to the qualified voters of Dawson County the question of whether or not a Single County Transportation Special Purpose Local Options Sales and Use Tax should be imposed within the Special District on all applicable sales and uses under the Act for a term of five years, which is expected to raise \$68,700,000 in revenue to be allocated between Dawson County and the City of Dawsonville pursuant to the terms of the Agreement between the parties for the purposes of providing funds to pay, in full or in part, the estimated costs of the capital outlay projects identified in Exhibit “A” of the Agreement.

Section 2. Subject to approval by a majority of the qualified voters residing within the territorial limits of Dawson County and voting in the referendum called in Section 1, there is hereby imposed within the Special District a Single County Transportation Special Purpose Local Options Sales and Use Tax at a rate of one percent (1%) on all applicable sales and uses under the Act for a term of five years for the purposes set forth in Section 1.

Section 3. The ballot to be used in the election shall have written or printed thereon the question to be determined by the voters, to-wit:

“() YES () NO	Shall a special 1 percent sales and use tax be imposed in the special district consisting of Dawson County for a for a period of time not to exceed five years and for the raising of an estimated amount of \$68,700,000 in revenue for the purposes of County and City road improvement projects consisting of road paving, patching, resurfacing, widening, and improvements to intersections, crosswalks, and road drainage throughout Dawson County.
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The ballot shall have printed thereon the word “YES” and the word “NO” in order that each voter may vote in either the affirmative or the negative as to the question propounded. The election shall be held in accordance and in conformity with the Constitution and statutes of the United States of America and of the State of Georgia.

Section 4. The Clerk of the Board is hereby ordered and directed forthwith to furnish the Superintendent of Elections of Dawson County with a duly certified copy of this resolution in order that the Superintendent of Elections may take such action as provided by law.

Section 5. A Notice of Election in substantial conformity with the Notice attached to and incorporated herein as Exhibit “A” shall be incorporated into the call of the election by the Election Superintendent.

Section 6. Any and all resolutions in conflict with this resolution this day passed shall be and they are hereby repealed.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this ____ day of _____, 20____.

DAWSON COUNTY BOARD OF COMMISSIONERS

Billy Thurmond, Chairman

[COUNTY SEAL]

Seth Stowers, District 1

Chris Gaines, District 2

Alexa Bruce, District 3

Emory Dooley, District 4

Attest:

Kristen Cloud, County Clerk

EXHIBIT A

NOTICE OF SALES AND USE TAX ELECTION TO THE QUALIFIED VOTERS OF DAWSON COUNTY

YOU ARE HEREBY NOTIFIED that on the 21st day of May, 2024, an election will be held in all of the precincts of Dawson County. At the election there will be submitted to the qualified voters of Dawson County for their determination the question of whether or not a special 1 percent Single County Transportation Special Purpose Local Options Sales and Use Tax shall be imposed in the special district of Dawson County for a term not to exceed five years and for the purpose of raising an estimated amount of \$68,700,000 to fund the hereinafter described capital outlay projects.

Voters desiring to vote for the one percent sales and use tax shall do so by voting “YES” and voters desiring to vote against such sales and use tax shall do so by voting “NO” to the following question propounded on the election ballot:

“() YES Shall a special 1 percent sales and use tax be imposed in the special district
() NO consisting of Dawson County for a for a period of time not to exceed five
 years and for the raising of an estimated amount of \$68,700,000 in revenue
 for the purposes of County and City road improvement projects consisting
 of road paving, patching, resurfacing, widening, and improvements to
 intersections, crosswalks, and road drainage throughout Dawson County.

The several places for holding the election shall be in the regular and established precincts of Dawson County and at the times fixed by law. Those qualified to vote at the election shall be determined in all respects in accordance and in conformity with the Constitution and statutes of the United States of America and of the State of Georgia.

This notice is given pursuant to joint action of the Board of Commissioners of Dawson County and the Superintendent of Elections of Dawson County.

DAWSON COUNTY, GEORGIA

By: _____
Billy Thurmond
Chairman, Board of Commissioners

BOARD OF ELECTIONS AND REGISTRATION OF DAWSON COUNTY

By: _____
Chairperson

STATE OF GEORGIA
DAWSON COUNTY

CLERK'S CERTIFICATE

I, Kristen Cloud, Dawson County Clerk, do hereby certify that the foregoing pages constitute a true and correct copy of a referendum resolution and exhibit adopted by the Board of Commissioners of Dawson County at an open public meeting duly called and lawfully assembled on the ____ day of _____, 20____, in connection with calling an election pertaining to the imposition or non-imposition of a special 1 percent Single County Transportation Special Purpose Local Options Sales and Use Tax, the original of such referendum resolution being duly recorded in the Minute Book of the Board of Commissioners, which Minute Book is in my custody and control.

I do hereby further certify that the following members of the Board of Commissioners were present at such meeting:

- ☐ Billy Thurmond, Chairman
- ☐ Seth Stowers, District 1
- ☐ Chris Gaines, District 2
- ☐ Alexa Bruce, District 3
- ☐ Emory Dooley, District 4

and that the following members were absent:

- ☐ Billy Thurmond, Chairman
- ☐ Seth Stowers, District 1
- ☐ Chris Gaines, District 2
- ☐ Alexa Bruce, District 3
- ☐ Emory Dooley, District 4

and that such referendum resolution was duly adopted by a vote of:

Aye ____ Nay ____.

WITNESS my hand and the official seal of the Board of Commissioners of Dawson County, this the ____ day of _____, 20____.

Kristen Cloud,
Dawson County Clerk

(SEAL)

RESOLUTION R2023-09

**A RESOLUTION BY THE CITY OF DAWSONVILLE INFORMING
CITIZENS OF THE PURPOSES AND PROJECTS FOR THE
TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX
(TSPLOST).**

WHEREAS, the purpose of this Resolution is for the Mayor and Council to inform citizens of the purposes and projects for the Transportation Special Purpose Local Option Sales Tax (TSPLOST);

WHEREAS, repair and improvement of the City of Dawsonville's roads and intersections are vitally important to the citizens of the City;

WHEREAS, the Mayor and Council have selected projects that will improve transportation in the City; and

WHEREAS, projects including, but not limited to, the projects identified by the Mayor and Council will be supported by revenue generated from the TSPLOST to the extent available.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Dawsonville that the City does hereby express the need to improve transportation in the City by pursuing the following projects as represented in Exhibit "A":

SO RESOLVED this 8th day of December, 2023.

MAYOR AND DAWSONVILLE CITY COUNCIL

By: _____
Mike Eason, Mayor

Caleb Phillips, Council Member Post 1

William Illg, Council Member Post 2

John Walden, Council Member Post 3

Mark French, Council Member Post 4

ATTEST:

Beverly A. Banister, City Clerk

EXHIBIT “A”

CITY OF DAWSONVILLE PROJECTS	
City Projects	
Allen Rd. @ Perimeter Rd.	Intersection improvements and crosswalk
Burt's Crossing Dr., Winding Ct., Ridgewater	Mill and pave the full subdivision
Elliot Village	Deep patch repair and resurfacing from Robinson Rd. to dead end.
Georges Pl.	Deep patch and resurface paved portion of road from Elliott Village to dead end.
Maple St.	Full depth reclamation (FDR) from SR 53 to dead end.
North Raymond Parks Rd.	Pave and overlay from SR 53 to County lot.
Pamela Cir.	Paving gravel road from Perimeter Rd. to dead end.
Pearl Chambers (Drive/Court/Way)	Milling and paving (full subdivision).
Rain Hill Subdivision	Deep patching and paving (full subdivision).
Richmond Dr.	Deep patching failed areas and resurfacing from Maple St. to dead end.
Robinson Rd.	Full depth reclamation (FDR) from SR 9 to end of pavement.
Shoal Creek Rd @ Burt Creek Rd.	Intersection improvements.
Shoal Creek Rd @ Perimeter Rd.	Intersection improvements.
SR 53 @ Allen Street	Intersection improvements.
Stegal Pl.	Deep patching failed areas and resurfacing from Maple St. to dead end.
Stonewall Subdivision	Milling and paving (full subdivision).

EXHIBIT “A”

JOINT CITY & COUNTY PROJECTS	
City & County Projects	
Cleve Wright Rd.	Paving gravel road from SR 183 to Old Henry Grady Rd.
City, County & GDOT Projects	
Downtown By-Pass (south connector)	Project study.
SR 9 North @ Perimeter Rd.	Intersection improvements.
SR 9 South @ Perimeter Rd.	Intersection improvements.