

AGENDA
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, February 5, 2024
5:00 P.M.

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
 - a. Approve Minutes
 - Special Called Meeting held January 17, 2024
 - Executive Session held January 17, 2024

PUBLIC HEARING

8. Ordinance No. 01-2024: An Ordinance Of The City Of Dawsonville, Georgia To Enact Impact Fees To Provide Funding For Local Roads, Parks And Recreation, And Other Benefits To The Public; To Provide For Exemptions; To Provide For The Accounting And Expenditure Of Fees; To Provide For The Means Of Appeal; To Provide For Severability; To Provide For An Effective Date; And For Other Purposes. First Public Hearing and First Reading: February 5, 2024; Second Public Hearing, Second Reading and Consideration to Adopt: February 19, 2024.

BUSINESS

9. Consideration of Bid #24-RFB-005: 50's Garage Store Front
10. Consideration of Bid #24-RFB-006: Audio and Video Upgrades
11. Resolution No. R2024-01: Georgia State Patrol Post #37
12. Road and Right of Way Dedication Request: Sweetwater Preserve Subdivision

MAYOR AND COUNCIL REPORTS

EXECUTIVE SESSION, IF NEEDED: Pending or Potential Litigation, Real Estate Acquisition and/or Personnel

RESERVED FOR POTENTIAL ACTION ON EXECUTIVE SESSION ITEMS, IF NEEDED

ADJOURNMENT

The next scheduled City Council meeting is Monday, February 19, 2024

Those persons with disabilities who require reasonable 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 Clerk at Dawsonville City Hall at 706-265-3256 at least two (2) business days prior to the meeting.



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7

SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 02/05/2024

PURPOSE FOR REQUEST:

**CONSIDERATION AND APPROVAL OF ITEMS BELOW; SEE ATTACHED
SUPPORTING DOCUMENTS**

a. Approve Minutes

- Special Called Meeting held January 17, 2024
 - Executive Session held January 17, 2024
-



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 7a

SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 02/05/2024

BUDGET INFORMATION: GL ACCOUNT # NA

☐ Funds Available from: Annual Budget Capital Budget Other

☐ Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPROVE THE MINUTES FROM:

- **SPECIAL CALLED MEETING HELD JANUARY 17, 2024**
- **EXECUTIVE SESSION HELD JANUARY 17, 2024**

HISTORY/ FACTS / ISSUES:

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

MINUTES
CITY COUNCIL SPECIAL CALLED MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Wednesday, January 17, 2024
5:00 P.M.

1. **CALL TO ORDER:** Mayor Walden called the meeting to order at 5:01 pm.
2. **ROLL CALL:** Present were Councilmember William Illg, Councilmember Sandy Sawyer, Councilmember Mark French, Councilmember Caleb Phillips, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utility Operations Manager Blake Croft, Downtown Development Director Amanda Edmondson and Finance Director Robin Gazaway. Clay Moss and Stacy Harris were in attendance for Planning and Zoning.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember French.
4. **ANNOUNCEMENTS:** The final Downtown Dawsonville Strategic Planning meeting will be held at City Hall on January 25, 2024 at 6:00 pm.
5. **APPROVAL OF THE AGENDA:** Motion to amend the agenda to add item #12a Granddaddy Mimms Lease made by C. Phillips; second by M. French. Vote carried unanimously in favor.

Motion to approve the agenda as amended made by M. French; second by W. Illg. Vote carried unanimously in favor.
6. **PUBLIC INPUT:**
 - Mike Turner, 1090 Oakhaven Dr., Roswell – Mr. Turner reported on a homeless and vagrant problem in Dawsonville. He stated he has found on several occasions, tents set up on his property, which he has taken down and reported. He wanted to make the Council aware of the issue and is concerned about public safety.
 - Charlie Ziadie, 354 Wood Ridge Trail, Dawsonville – He is the owner of 26 Roy Hall Street and made suggestions about utilizing the City's cemetery parking for his business which is two blocks away. He would like to present a scope of work to put in a crosswalk and solar lights since his concern would be public safety.
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a - b) made by W. Illg; second by S. Sawyer. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting and Work Session held December 18, 2023
 - Executive Session held December 18, 2023
 - b. Approve Amendment to SAFEbuilt Agreement
8. **EMPLOYEE RECOGNITION:** The Mayor and Council recognized Beth Tuttle for three years of service with the City.

BUSINESS

9. **ANX-C2400048: DAWSON COUNTY BOE HAS PETITIONED TO ANNEX 1.61 ACRES OF TMP 093 005, LOCATED AT 516 ALLEN STREET WITH A COUNTY ZONING OF C-CB (COMMUNITY BUSINESS COMMERCIAL DISTRICT) TO CITY ZONING INST (INSTITUTIONAL DISTRICT). PUBLIC HEARING DATES: PLANNING COMMISSION ON DECEMBER 11, 2023, AND CITY COUNCIL ON DECEMBER 18, 2023.**

Motion to approve ANX-C2400048 as presented made by W. Illg; second by C. Phillips. Vote carried unanimously in favor. (Exhibit "A")
10. **ZSP C2400063: ATLANTA MOTORSPORTS PARK, LLC HAS PETITIONED TO AMEND THE SITE PLAN TO CONVERT THE TAKEOUT KITCHEN TO A RESTAURANT; LOCATED AT 20 DUCK THURMOND ROAD (TMP 070 049 001). PUBLIC HEARING DATES: PLANNING COMMISSION ON MONDAY, DECEMBER 11, 2023, AND CITY COUNCIL MONDAY, DECEMBER 18, 2023.**

Discussion occurred amongst the Council surrounding both restaurant sites and potential stipulations.

MINUTES
CITY COUNCIL SPECIAL CALLED MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Wednesday, January 17, 2024
5:00 P.M.

Motion made by M. French to approve ZSP-C2400063 for two restaurant sites; one at the conference center and one at the go-cart clubhouse with the following stipulations:

- Applicant is to submit a site plan for the conference center restaurant which shall meet all regulations at the time it is submitted and be approved by the Planning and Zoning Department.
- Applicant is to implement a mechanism at the go-cart clubhouse to assist with preventing those persons consuming alcohol from driving on the track.

Second by C. Phillips. Vote carried unanimously in favor.

- 11. CONSIDERATION OF BID #24-RFB-004 AUDIO AND VIDEO UPGRADES:** Finance Director Gazaway reported they received two bids in response to the bid request and both were substantially above the estimated values.

Motion to reject both bids submitted in response to Bid #24-RFP-004 due to costs higher than estimated values made by W. Illg; second by M. French. Vote carried unanimously in favor.

- 12. DISCUSSION OF PARKING ORDINANCE:** Provided in the agenda packet were three options to address issues surrounding parking on City streets. Attorney Tallant stated he will wait for the Council's direction once they've had an opportunity to review and discuss the options.

- 12a. GRANDDADDY MIMMS LEASE:** Motion to modify the lease terms for Granddaddy Mimms to start on the 1st of the month following completion of the City's buildout of the space made by W. Illg; second by M. French. Vote carried unanimously in favor.

STAFF REPORTS

- 13. BOB BOLZ, CITY MANAGER:** City Manager Bolz reported there was one leak adjustment totaling \$80.67. He also reported the USDA concurs with the environmental plan concerning the wastewater treatment plant project and the application for funding will be underway.
- 14. ROBIN GAZAWAY, FINANCE DIRECTOR:** Finance Director Gazaway presented the financial reports representing fund balances and activity through December 31, 2023.

EXECUTIVE SESSION

At 5:28 p.m. a motion to close regular session and go into executive session for potential/pending litigation and personnel was made by W. Illg; second by M. French. Vote carried unanimously in favor.

Following a motion by Councilmember Phillips; second by Councilmember French, the executive session was concluded and the Council returned to join the open meeting.

Motion to resume regular session was made by M. French; second by W. Illg. Vote carried unanimously in favor.

ADJOURNMENT

At 6:45 p.m. a motion to adjourn the meeting was made by S. Sawyer; second by C. Phillips. Vote carried unanimously in favor.

Approved this 5th day of February 2024

By: CITY OF DAWSONVILLE

John Walden, Mayor

MINUTES
CITY COUNCIL SPECIAL CALLED MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Wednesday, January 17, 2024
5:00 P.M.

Caleb Phillips, Councilmember Post 1

William Illg, Councilmember Post 2

Sandra Sawyer, Councilmember Post 3

Mark French, Councilmember Post 4

Attest: _____
Beverly A. Banister, City Clerk

STATE OF GEORGIA
COUNTY OF DAWSON

AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

Mayor John Walden, Councilmember Caleb Phillips, Councilmember William Ilg, Councilmember Sandra Sawyer and Councilmember Mark French; being duly sworn, state under oath that the following is true and accurate to the best of their knowledge and belief:


1. The City of Dawsonville Council met in a duly advertised meeting on January 17, 2024
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5²⁸ p.m.
4. The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law: (check all that apply)
 - ☒ Consultation with the City Attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the City or any officer or employee or in which the City or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1);
 - ☐ Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and _____;
 - ☐ Discussion of future acquisition of real estate as provided by O.C.G.A. § 50-14-3(b)(1);
 - ☒ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a City officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);
 - ☐ Other _____ as provided in: _____.

This 17th day of January 2024; By the City of Dawsonville, Mayor and Council:


John Walden, Mayor

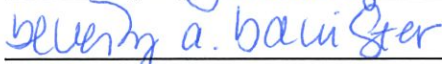

Caleb Phillips, Councilmember Post #1


William Ilg, Councilmember Post #2


Sandra Sawyer, Councilmember Post #3


Mark French, Councilmember Post #4

Sworn to and subscribed before me this
17 day of January, 2024.


Signature, Notary Public

My Commission expires: February 18, 2024



ANNEXATION ORDINANCE
ANX-C2400048

STATE OF GEORGIA]
COUNTY OF DAWSON]

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

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

WHEREAS, on October 30, 2023 an application of real property was filed with the City of Dawsonville by Dawson County Board of Education, Owner, regarding certain property lying and being in Land Lots No. 372 and 428 of the North Half of the 13th Land District, of Dawson County, Georgia as recorded in Deed Book 669, Page 221 – 222 of the Dawson County Records (the "Property"), said survey of the Property being attached hereto as Exhibit "A"; and,

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

WHEREAS, the Mayor and Council of Dawsonville do desire to act on such application for annexation of real property by Dawson County Board of Education as set forth herein;

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

I.

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

CITY OF DAWSONVILLE, GEORGIA

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

Application having been made by Dawson County Board of Education (the "Owner") to annex certain unincorporated real property into the corporate limits of the City of Dawsonville,

a Georgia municipal corporation, said real property being more particularly described as lying and being in Land Lots No. 372 and 428 of the North Half of the 13th Land District, of Dawson County, Georgia as recorded in Deed Book 669, Page 221 – 222 of the Dawson County Records (the "Property"), said Property being contiguous to the existing corporate limits of the City of Dawsonville, a Georgia municipal corporation, the Mayor and Council of the City of Dawsonville, a Georgia municipal corporation, under the authority and powers granted under O.C.G.A. § 36-36-20, *et. seq.*, do hereby annex the Property into the corporate limits of the City of Dawsonville, a Georgia municipal corporation, effective as of the date of this Ordinance and direct the City Clerk and City Attorney for the City of Dawsonville, a Georgia municipal corporation, to take such actions to make such reports and filings as are necessary to effectuate the annexation of the Property into the corporate limits of the City of Dawsonville, a Georgia municipal corporation.

II.

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

III.

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

IV.

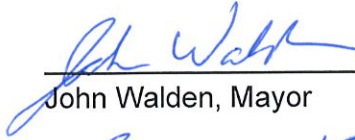
It is the intention of the Mayor and Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Dawsonville, Georgia.

V.

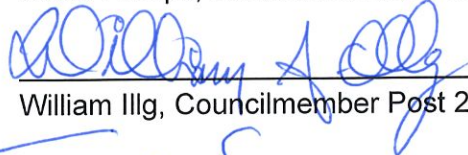
This Ordinance shall take effect the first day of the month following the adoption of this ordinance provided that all requirements of Article 2 of Chapter 36 of Title 36 of the Official Code of Georgia Annotated have been met; and shall become effective for purposes of ad valorem taxes on December 31st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

The above Ordinance was approved by the Mayor and Council of the City of Dawsonville, Georgia, on the 17 day of Jan., 2024.

(Signatures on next page)



John Walden, Mayor


Caleb Phillips, Councilmember Post 1


William Illg, Councilmember Post 2


Sandra Sawyer, Councilmember Post 3


Mark French, Councilmember Post 4

Attested: 
Beverly A. Banister, City Clerk

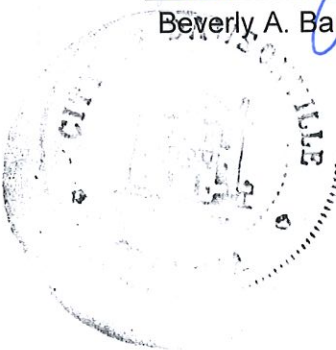


EXHIBIT A

All that tract or parcel of land lying and being partially in Land Lots 372 and 428, North half, the 13th District, 1st Section, City of Dawsonville, Dawson County, Georgia, consisting of 1.610 acres and being more particularly described according to a survey for Dawson County Board of Education, prepared by Richard Webb and Associates, being signed by Richard J. Webb, Georgia Registered Land Surveyor #2507, dated February 2, 2005 as follows:

Beginning at an iron pin set at the intersection of the southerly right-of-way line of Allen Street (a variable right-of-way) and the westerly right-of-way line of Perimeter Road (an 80' right-of-way), said iron pin being the POINT OF BEGINNING, thence travel along the westerly right-of-way line of Perimeter Road South 15 degrees 16 minutes 01 seconds West a distance of 19.22 feet to a right-of-way monument; thence continue along said right-of-way line North 74 degrees 44 minutes 50 seconds West a distance of 15.59 feet to a right-of-way monument; thence continue along said right-of-way line South 15 degrees 21 minutes 11 seconds West a distance of 26.22 feet to a right-of-way monument; thence continue along said right-of-way line South 73 degrees 41 minutes 48 seconds East a distance of 15.45 feet to a right-of-way monument; thence continue along said right-of-way line South 15 degrees 16 minutes 01 seconds West a distance of 245.97 feet to an iron pin set; thence leaving said right-of-way line travel North 89 degrees 48 minutes 55 seconds West a distance of 182.77 feet to a point; thence travel North 10 degrees 45 minutes 00 seconds West a distance of 291.45 feet to a right-of-way monument on the southerly right-of-way line of Allen Street; thence continue along said right-of-way line South 88 degrees 59 minutes 00 seconds East a distance of 314.17 feet to an iron pin set and the POINT OF BEGINNING.

Exhibit A
DAWSON COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX

PAID \$ 250.00

GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD

DATE 6-1-05

File # 43826

AT 1:45 P M 5-26-05
Recorded in Deed Book 669 Page 221-222
This 1 day of June 20 05

BECKY MCCORD, Clerk
Stewart, Melvin & Frost LLP
P.O. Box 3280
Gainesville, Georgia 30503

SPECIAL
WARRANTY DEED

ARKANSAS, COUNTY OF PULASKI

AFTER RECORDING RETURN TO
GEORGE C. CALLOWAY, ESQ.
SPECIALIZED TITLE SERVICES, INC.
0133 PEACHTREE DUNWOODY ROAD, NE
ATLANTA, GA 30328
(770) 394-7000 STS FILE NO. 1087.3d4

THIS INDENTURE, made this 19 day of May, in the Year of Our Lord Two Thousand Five between STANDARD TELEPHONE COMPANY of the State of Georgia and County of Dawson (hereinafter called "GRANTOR"), and DAWSON COUNTY SCHOOL DISTRICT of the State of Georgia and County of Dawson (hereinafter called "GRANTEE"),

WITNESSETH: That the said GRANTOR, for and in consideration of Ten Dollars (\$10.00) and other valuable considerations, in hand paid at and before the sealing and deliver of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said GRANTEE the following described property, to wit:

All that tract or parcel of land more particularly described according to Exhibit A attached hereto and made a part hereof.

This conveyance is made subject to easements, conditions, restrictions, and other matters of record including, without limitation, the following:

1. Easement from Standard Telephone Company to Georgia Power Company, dated April 14, 2002, filed for record May 1, 2002 at 11:20 a.m., recorded in Deed Book 440, page 497, aforesaid Records.
2. A water meter and water valve located in the northwestern portion of the property described on Exhibit A

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said GRANTEE, forever, in **FEE SIMPLE**.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described property, unto the said GRANTEE against the claims of all persons owning, holding or claiming by, through or under the Grantor, but none other.

WHEREVER there is a reference herein to the GRANTOR or the GRANTEE, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set his hand and seal, the day and year above written.

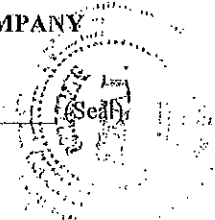
Signed, sealed and delivered in presence of:

Linda K. Adair
Unofficial Witness

Reginald A. Overton
Notary Public
My Commission Expires: September 1, 2010

STANDARD TELEPHONE COMPANY

By: Brent K. Whittington
Vice President - Finance



Planning and Zoning Department
415 Highway 53 E. Suite 100
Dawsonville, Georgia 30534



706.203.4923
www.dawsonville-ga.gov

October 31, 2023

Via Certified Mail 7022 3330 0002 3339 5201

Mr. Billy Thurmond
Board of Commissioners
Dawson County
25 Justice Way, Suite 2313
Dawsonville, GA 30534

Re: Annexation of Property of Dawson County BOE ANX-C2400048; TMP 093 005; 516 Allen Street

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following Planning Commission December 11, 2023, and City Council on December 18, 2023. City Council for a decision on January 11, 2024.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Stephen Cadwell. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

Stacy Harris
Zoning Administrative Assistance

Enclosures
cc: Joey Leverette, County Manager
Dawson County Attorney

EXHIBIT "B"



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 8

SUBJECT: **ORDINANCE NO. 01-2024: IMPACT FEES**

CITY COUNCIL MEETING DATE: **02/05/2024**

BUDGET INFORMATION: GL ACCOUNT # _____

☐ Funds Available from: _____ Annual Budget _____ Capital Budget Other _____

☐ Budget Amendment Request from Reserve: _____ Enterprise Fund _____ General Fund

PURPOSE FOR REQUEST: **PUBLIC HEARING AND FIRST READING**

ORDINANCE NO. 01-2024: AN ORDINANCE OF THE CITY OF DAWSONVILLE, GEORGIA TO ENACT IMPACT FEES TO PROVIDE FUNDING FOR LOCAL ROADS, PARKS AND RECREATION, AND OTHER BENEFITS TO THE PUBLIC; TO PROVIDE FOR EXEMPTIONS; TO PROVIDE FOR THE ACCOUNTING AND EXPENDITURE OF FEES; TO PROVIDE FOR THE MEANS OF APPEAL; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

FIRST PUBLIC HEARING AND FIRST READING: FEBRUARY 5, 2024

SECOND PUBLIC HEARING, SECOND READING AND CONSIDERATION TO ADOPT: FEBRUARY 19, 2024

HISTORY/ FACTS / ISSUES:

- **IMPACT FEE STUDY COMPLETED BY GMRC AND RECOMMENDATIONS MADE TO COUNCIL**
- **COUNCIL DIRECTED CITY ATTORNEY TO PREPARE AN IMPACT FEE ORDINANCE FOR CONSIDERATION**
- **MORATORIUM ON BUILDING PERMITS EXPIRES FEBRUARY 19, 2024**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Kevin Tallant, City Attorney

Subject Matter: Impact Fee Ordinance
First Reading and Public Hearing: 02/05/2024
Second Reading and Public Hearing: 02/19/2024
Date of Adoption: _____

ORDINANCE NO. 01-2024

AN ORDINANCE OF THE CITY OF DAWSONVILLE, GEORGIA TO ENACT IMPACT FEES TO PROVIDE FUNDING FOR LOCAL ROADS, PARKS AND RECREATION, AND OTHER BENEFITS TO THE PUBLIC; TO PROVIDE FOR EXEMPTIONS; TO PROVIDE FOR THE ACCOUNTING AND EXPENDITURE OF FEES; TO PROVIDE FOR THE MEANS OF APPEAL; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS the City of Dawsonville has the authority under Article IX, Section II, Paragraph IV of the Georgia Constitution to adopt plans and exercise zoning powers; and

WHEREAS the Georgia General Assembly has found that “an equitable program for planning and financing public facilities needed to serve new growth and development is necessary in order to promote and accommodate orderly growth and development and to protect the public health, safety, and general welfare of the citizens of the State of Georgia” pursuant to O.C.G.A. § 36-71-1; and

WHEREAS the City is authorized under O.C.G.A. § 36-71-3 to impose development impact fees as a condition of development approval; and

WHEREAS this Ordinance has been prepared and considered in accordance with the Georgia Developmental Impact Fee Act, O.C.G.A. § 36-71-1 *et seq.*; and

WHEREAS, appropriate notice and hearing on the ordinance contained herein have been carried out according to general and local law;

AND WHEREAS the City finds that development impact fees are necessary in the City in order to support the orderly growth and development herein and to support the planning and financing of public facilities.

NOW THEREFORE, premises considered, it is hereby ordained by the Council of the City of Dawsonville as follows:

1. Article V Impact Fees of Chapter 11 Taxation of the City of Dawsonville Code of Ordinances is hereby enacted and shall be the text attached hereto as Exhibit A;
2. If any section, provision or clause of any part of this ordinance shall be declared invalid or unconstitutional, or if the provisions of any part of this ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this ordinance not so held to be invalid, or the application of this ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent that this ordinance would have been adopted

had such invalid portion not been included herein.

3. All laws and parts of laws in conflict with this enactment are hereby repealed.
4. This ordinance shall be effective the day following its passage by the Council of the City of Dawsonville.

[EXECUTION ON FOLLOWING PAGE]

DRAFT

Adopted and Ordained this _____ day of _____, 2024.

CITY OF DAWSONVILLE, GEORGIA

John Walden, Mayor

Caleb Phillips, Councilmember Post 1

William Illg, Councilmember Post 2

Sandra Sawyer, Councilmember Post 3

Mark French, Councilmember Post 4

Attest: _____
Beverly A. Banister, City Clerk

EXHIBIT A

Article V- IMPACT FEES

Sec. 11-111. - Short title, authority and applicability.

- (a) This chapter shall be known and may be cited as the “The City of Dawsonville Impact Fee Ordinance.”
- (b) The Georgia Legislature, through the enactment of the Georgia Development Impact Fee Act, Georgia Code Title 36-71-1 through 36-71-13, has authorized the City of Dawsonville (the “City”) to enact development impact fees for road, parks, library and public safety facilities.
- (c) This chapter shall apply throughout the incorporated limits of the City of Dawsonville.

Sec. 11-112. - Intents and purposes.

- (a) This chapter is intended to assist in the implementation of The City of Dawsonville Comprehensive Plan pursuant to the Georgia Planning Act of 1989.
- (b) The purpose of this chapter is to regulate the use and development of land so as to assure that new development bears a proportionate share of the cost of capital expenditures necessary to provide roads, parks, libraries and public safety improvements in the City.
- (c) This chapter is intended to comply fully with each and every relevant provision of the Georgia Development Impact Fee Act, Georgia Code Title 36-71-1 through 36-71-13, and shall be interpreted and implemented to so comply.
- (d) Nothing herein shall be deemed to prevent or prohibit private development agreements between property owners or developers and the City.

Sec. 11-113. - Rules of construction.

- (a) The provisions of this chapter shall be liberally construed so as to effectively carry out its purpose to promote and protect the health, safety, morals, convenience, order, prosperity, and the general welfare of the City.
- (b) For the purposes of administration and enforcement of this chapter, unless otherwise stated in this chapter, the following rules of construction shall apply to the text of this chapter:
 - (1) In case of any difference of meaning or implication between the text of this chapter and any caption, illustration, summary table, or illustrative table, the text shall control.
 - (2) The word “shall” is always mandatory and not discretionary; the word “may” is permissive.
 - (3) Words used in the present tense shall include the future; and words used in the singular number shall include the plural, and the plural the singular, unless the context clearly indicates the contrary.

- (4) The phrase “used for” includes “arranged for”, “designed for”, “maintained for”, or “occupied for”.
- (5) The word “person” includes an individual, a corporation, a partnership, an incorporated association, or any other similar entity.
- (6) Unless the context clearly indicates the contrary, where a regulation involves two or more items, conditions, provisions, or events connected by the conjunction “and”, “or” or “either...or”, the conjunction shall be interpreted as follows:
 - a. “And” indicates that all the connected terms, conditions, provisions or events shall apply.
 - b. “Or” indicates that the connected items, conditions, provisions or events may apply singly or in any combination.
 - c. “Either...or” indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.
- (7) The word “includes” shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

Sec. 11-114. - Definitions.

Affordable housing means a dwelling unit offered for sale or rent to low-income persons or very-low-income persons and which monthly rent or monthly mortgage payments, including taxes and insurance, do not exceed thirty (30) per cent of that amount which represents the percentage of the median adjusted gross income for low-income persons and very-low-income persons in the statistical applicable area for the City of Dawsonville, Georgia.

Applicant is a person applying for the issuance of a building permit.

Building permit is the approval issued by the City of Dawsonville that authorizes the construction or permanent placement of a building, dwelling or other structure on a site.

Capital equipment and/or facility is land, buildings and other improvements that increase the service capacity of a public facility and have an expected use life of ten years or more.

City means the City of Dawsonville, Georgia, and all components and officials thereof.

Capital improvement includes land acquisition, site improvements, and capital equipment for road, park, library and public safety facilities, but excludes maintenance and operation.

Commencement of Construction: shall mean the pouring of a foundation.

Comprehensive plan means the duly adopted City of Dawsonville Comprehensive Plan.

Developer means any person or legal entity undertaking development.

Development means any construction or expansion of a building, structure, or use, any change in use of a building or structure, or any change in the use of land, any of which creates additional demand for public facilities.

Development approval means any written authorization from the City which authorizes the commencement of construction.

Development impact fee means a payment of money imposed upon development as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve new growth and development.

Encumber means to legally obligate by contract or otherwise commit to use by appropriation or other official act of the City.

Feepayer means that person who pays a development impact fee or his/her successor in interest.

Impact fee administrator means the official designated by the Mayor and City Council to carry out the administration of this chapter.

Impact fee study means the *Impact Fee Study for the City of Dawsonville, Georgia*, prepared by Duncan Associates in 2018, or a subsequent similar study that calculates the maximum impact fees that may be imposed by the City, consistent with the Georgia Development Impact Fee Act.

Industrial means an establishment primarily engaged in the fabrication, assembly or processing of goods. Typical uses include manufacturing plants, industrial parks, research and development centers, welding shops, wholesale bakeries, dry cleaning plants, and bottling works.

Low-income or very-low-income persons means one or more natural persons, the total adjusted gross household income of which does not exceed 50% of the median adjusted gross income for households within the statistical area for the City of Dawsonville, Georgia, as reported by the U.S. Department of Housing and Urban Development or its governmental successor in function.

Mobile home park means a parcel of land where space is rented for occupancy by mobile homes and/or recreational vehicles.

Multi-family means a building with more than one dwelling unit, including duplexes, townhouses, apartments and residential condominiums.

Nonresidential floor area means both the enclosed and open areas of a building. Enclosed area refers to the total area of all floors of a building as measured to the exterior walls and including halls, stairways, elevator shafts, porches and balconies, but excluding enclosed parking and loading areas. Open areas are decks or walkways not covered by a roof and which are used for some business-related purpose, excluding areas used for vehicle parking.

Office means a building not located in a shopping center and exclusively containing establishments providing executive, management, administrative or professional services, and which may include ancillary services for office workers, such as a restaurant, coffee shop, newspaper or candy stand, or childcare facilities. Typical uses include banks, financial institutions, real estate, insurance, property management, investment, employment, travel, advertising, secretarial, data processing, telephone answering, telephone marketing, music, radio and television recording and broadcasting studios; professional or consulting services in the fields of law, architecture, design, engineering, accounting and similar professions; interior decorating consulting services; medical and dental offices and clinics, including veterinarian clinics; and business offices of private companies, utility companies, trade associations, unions and nonprofit organizations.

Present value means the current value of past, present, or future payments, contributions or dedications of goods, services, materials, construction, or money.

Public facilities means road facilities, park facilities, library facilities, or public safety

facilities, which are defined as follows.

Road facilities means any public street within the city, including State and Federal highways.

Park facilities means a City-owned park providing active recreational opportunities to the public, but excluding greenways and open space preserves.

Library facilities means a City-owned facility offering browsing and lending to the public of printed material, audio and video recordings, and internet access and related information services.

Public safety facilities means land, buildings or equipment used for fire protection, suppression and rescue used by the City or Dawson County's fire department, and emergency communications equipment used for the County E-911 system.

Private park and/or recreational facility is an area which is not owned by or dedicated to any governmental entity and is an area designed and equipped for sports and leisure activities but does not include areas not readily accessible by the public for such activities.

Project means a particular development on an identified parcel of land.

Project improvements means site improvements and facilities that are planned and designed to provide service for a particular development project and that are necessary for the use and convenience of the occupants or users of the project and are not system improvements. The character of the improvement shall control a determination of whether an improvement is a project improvement or system improvement and the physical location of the improvement on site or off site shall not be considered determinative of whether an improvement is a project improvement or a system improvement. If an improvement or facility provides or will provide more than incidental service or facilities capacity to persons other than users or occupants of a particular project, the improvement or facility is a system improvement and shall not be considered a project improvement. No improvement or facility included in a plan for public facilities approved by the governing body of the City shall be considered a project improvement.

Proportionate share means that portion of the cost of system improvements which is reasonably related to the service demands and needs of the project.

Public/institutional means a governmental, quasi-public, or institutional use, not located in a shopping center. Typical uses include elementary, secondary or higher educational establishments, day care centers, hospitals, mental institutions, nursing homes, fire stations, city halls, county court houses, civic centers, convention centers, sports arenas, post offices, jails, libraries, museums, places of religious worship, military bases, airports, bus stations, fraternal lodges, parks, and playgrounds.

Retail/commercial means establishments engaged in the selling or rental of goods, services or entertainment to the general public. Such uses include, but are not limited to, amusement parks, automobile sales and service, bowling alleys, barber shops, building material and lumber stores, car washes, convenience stores, dance studios, discount stores, funeral homes, furniture stores, health clubs, golf courses and driving ranges, hardware and paint stores, home improvement stores, marinas, miniature golf courses, movie theaters, pharmacies, photocopy and reproduction shops, restaurants, shopping centers, supermarkets, tire stores and vocational or technical schools. Any land use within a shopping center shall be considered a retail/commercial use.

Service area means a geographic area defined by the City in which a defined set of public facilities provide service to development within the area.

Shopping center means a group of retail and/or other commercial establishments that is

planned, developed, owned and managed as a single property, with common on-site parking provided.

Single-family detached means one dwelling unit, including a manufactured or mobile home, located on a separate lot and not attached to any other dwelling unit.

System improvement costs means capital improvement costs incurred to provide additional public facilities capacity needed to serve growth and development for planning, design and construction, land acquisition, land improvement, design and engineering related thereto, including the cost of constructing or reconstructing system improvements or facility expansions, including but not limited to the construction contract price, surveying and engineering fees, related land acquisition costs (including land purchases, court awards and costs, attorneys' fees, and expert witness fees), and expenses incurred for qualified staff or any qualified engineer, planner, architect, landscape architect, or financial consultant for preparing or updating the capital improvement element, and administrative costs, provided that such administrative costs shall not exceed three percent of the total amount of development impact fee receipts. Projected interest charges and other finance costs may be included if the development impact fees are to be used for the payment of principal and interest on bonds, notes, or other financial obligations issued by or on behalf of the municipality to finance the capital improvements element but such costs do not include routine and periodic maintenance expenditures, personnel training, and other operating costs.

Road system improvement costs means costs related to capacity-expanding capital improvements to the arterial road system, including improvements to pedestrian facilities, bikeways and trails within arterial road rights-of-way, undertaken to accommodate and which will substantially benefit additional vehicular, pedestrian and bicycle traffic resulting from new development. These improvements include, but are not limited to, construction of new through lanes, construction of curbs, gutters, medians and shoulders, widening of existing roads, construction of new drainage facilities in conjunction with new road construction, purchase and installation of traffic signals, including new and upgraded signalization, relocating utilities to accommodate new road construction, construction and reconstruction of intersections, acceleration and deceleration lanes, interchanges, sidewalks, bikeways, and trails.

Park system improvement costs means capital improvement costs related to the acquisition of additional park land, development of new park facilities, and expansion and improvement of existing park facilities, undertaken to accommodate the additional recreational demands resulting from new residential development.

Library system improvement costs means capital improvement costs related to the acquisition and construction of new library facilities, as well as the expansion and improvement of existing library facilities, undertaken to accommodate the additional demands for library services resulting from new residential development.

Public safety system improvement costs means capital improvement costs related to the acquisition and construction of new public safety facilities, as well as the expansion and improvement of existing public safety facilities and equipment, undertaken to accommodate the additional demands for public safety services resulting from new development.

System improvements means capital improvements that are public facilities and are designed to provide service to the community at large, in contrast to "project improvements."

Warehouse means an establishment primarily engaged in the display, storage and sale of goods to other firms for resale, or activities involving significant movement and storage of products or

equipment, or leasing of dead storage space. Typical uses include wholesale distributors, storage warehouses, moving and storage firms, trucking and shipping operations, mail processing centers, mini-warehouse, and self-storage facilities.

Sec. 11-115. - Administrative organization and responsibility.

- (a) *Impact fee administrator.* The impact fee administrator is hereby authorized to interpret and implement all provisions of this chapter and the appropriate ordinances of the City and to carry out the general administration of all impact fees enacted by the City. The impact fee administrator shall have the responsibility to carry out the following:
- (1) When no equivalent type of land use is present in the fee schedule in section 11-117(a), the definitions in section 11-114, or the list of uses in section 11-128, and the proposed use is not a previously determined miscellaneous land use per section 11-117(c), the impact fee administrator shall establish a fee applicable to the most nearly equivalent type of land use on the fee schedule.
 - (2) When requested, the impact fee administrator shall interpret the impact fee schedules as they may apply to a particular development using the procedures described in the appropriate impact fee ordinance and in this chapter.
 - (3) When requested, the impact fee administrator shall certify the impact fees applicable to a particular development using the procedures described in the appropriate impact fee ordinance and in this chapter.
 - (4) With respect to an individual fee determination, the impact fee administrator shall:
 - a. Conduct a preapplication meeting with the applicant and representatives of appropriate departments of the City;
 - b. Review the individual fee determination study for sufficiency, methodology, technical accuracy and findings; and
 - c. Establish the amount of the impact fee as a result of the independent study based on the procedures described in the ordinance and in this chapter.
 - (5) The impact fee administrator shall determine exemptions from a requirement to pay an impact fee.
 - (6) The impact fee administrator shall determine the availability of and the amount of any refund of impact fees.
 - (7) The impact fee administrator shall calculate additional impact fees due in the event of change of use, redevelopment, or modifications of an existing use.
- (b) *Other departments.* Other departments and offices of the City shall provide advice, information, or other such services upon the request of the impact fee administrator.
- (c) *City attorney.* The impact fee administrator shall refer all legal matters regarding the administration of this chapter and the relevant impact fee ordinances to the city attorney.

Sec. 11-116. - Imposition of impact fees.

(a) *Feepayer.* Any person who, after the effective date of the appropriate impact fee ordinance, seeks to develop land by applying to the City for any of the following permits shall be required to pay an impact fee in the manner and amount set forth in the relevant ordinance and in this chapter:

- (1) The issuance or extension of a building permit, or
- (2) The issuance or extension of a permit that would allow the construction or installation of a structure, including a mobile home and/or temporary structure, or
- (3) The issuance or extension of a permit that would allow the installation or placement of a recreational vehicle.

(b) *Payment due.*

- (1) *General.* Impact fees shall be paid prior to the issuance of a permit for any activity requiring payment of an impact fee. All payment shall be made in the following manner:
 - a. Payment by approved credit card, personal or business check, cashier's check, or money order payable to the City;
 - b. All payments are to be made at offices of the City of Dawsonville, Department of Planning and Zoning.
- (2) *Invalid payment.* In the event the payment of impact fees subsequently proves to be invalid due to insufficient funds, improper execution, or for any other reason, then the following actions shall be taken:
 - a. The impact fee administrator shall, within 30 days of detection of such a deficiency, notify the feepayer, the contractor, and the property owner by certified mail that, to the last known address:
 1. An impact fee amount is due by valid payment immediately upon receipt of said notice;
 2. Permits, inspections or certificates will not be issued until the amount is paid and, if not paid within 30 days, the impact fee administrator shall have authority to instruct the City of Dawsonville Department of Planning and Zoning to stop all construction on the site of said building or construction until the payment is received.
 - b. No further building permits, construction permits, inspections or certificate of use and occupancy (C.O.) shall be issued by the City until the required impact fee is paid.
 - c. The amount due shall be the amount of the impact fees plus the amount charged by the bank for the dishonored payment plus a service charge as established by the City
- (3) *Credit in lieu of payment.* In the event the feepayer has received approval from the impact fee administrator for credits for construction or dedication of land pursuant to section 11-123 and the credits are provided before completion of the improvements, the feepayer must comply with all requirements as a condition of receiving such credits. Otherwise, full payment of the impact fee due will be required.

(c) *Determination of fee.*

- (1) *General.* The amount of the impact fee shall be determined by the impact fee administrator, who shall receive assistance from other departments when necessary and appropriate. The impact fee administrator shall determine the amount of the fees due, whether the method of determination is based on the fee schedule contained in the appropriate impact fee ordinance or by independent fee determination study. The calculation of exemptions, refunds, and credits, and the determination of the net impact fees due shall also be the responsibility of the impact fee administrator with the assistance of appropriate City departments.
- (2) *Credits.* In lieu of monetary payment, up to 100 percent of impact fees due may be paid by the use of credits, as provided in section 11-123. However, road credits may be used only for the payment of road impact fees, park credits may be used only for the payment of park impact fees, library credits may be used only for the payment of library impact fees, and public safety credits may only be used for the payment of public safety impact fees.

(d) *Expiration of building permits.*

- (1) If a permit expires, is revoked, or is voluntarily surrendered and is, therefore, voided and no construction or improvement of land has commenced, then the feepayer shall be entitled to a refund, without interest, of 95 percent of the impact fees which were paid as a condition for its issuance. The City shall retain five percent of the fees to offset the costs of collection and refund. The feepayer must submit an application for such a refund to the impact fee administrator within 30 days of the expiration of the permit. In the case of an expired permit which was obtained in whole or in part by the use of credits, only that portion not paid by credits may be refunded, and it is from this part that the five percent administrative fee shall be deducted.
- (2) If a refund has been received by the feepayer, the feepayer must pay the appropriate impact fee if he/she reapplies for a permit. Conversely, if a permit expires and no refund has been issued, a feepayer will not have to pay the fee again if he/she reapplies for the permit on the same lot, parcel or tract unless the use or size of the structure has changed and then the amount due would be the change in the amount of the fee based upon the new structure as contrasted with the original.
- (3) A credit for previous payment of an impact fee must be requested by the feepayer. Any exemption or credit not so requested at the time of reapplication shall be deemed waived by the feepayer.
- (4) A refund of the impact fee shall not be granted if the permit expires and construction has commenced. In this case, the feepayer will not have to pay an impact fee if he/she reapplies for a permit for the same type and size of structure. In case of reapplication, the provisions of section 11-117(g) for change of use shall apply.
- (5) The feepayer shall be responsible for requesting any credits or refunds pursuant to the terms of this chapter. The City will not be responsible for notifying the developer of a right to a refund or credit due to an expired permit. Upon receipt of such request, refunds and credits will be determined in accordance with section 11-122 and section 11-123.

Sec. 11-117. - Determination of fees based on fee schedules.

- (a) *Payment from schedule.* At the option of the feepayer, the amount of the fees can be determined from the schedule of fees listed below, utilizing section 11-129, Impact Fee Calculation Form. Impact fees for nonresidential development shall be converted to a fee per square foot by dividing the fee per 1,000 square feet by 1,000. Any impact fee for a development application shall be rounded to the nearest dollar.
- (1) *Fee schedule applicable on effective date.* The following fee schedule shall apply to new development for which a building permit is issued on or after the effective date of this ordinance amendment.

Land Use Type	Unit	Parks	Total
Single-Family Detached	Dwelling	\$1,700.00	\$1,700.00
Multi-Family	Dwelling	\$1,700.00	\$1,700.00
Retail/Commercial	1,000 sq. ft.	---	---
Office	1,000 sq. ft.	---	---
Industrial/Warehouse	1,000 sq. ft.	---	---
Public/Institutional	1,000 sq. ft.	---	---

- (b) *Automatic adjustment.* The impact fee schedule shown in subsection (a) above shall be adjusted by the impact fee administrator in April of each calendar year. Unless otherwise directed by the Mayor and Council, any adjustments to the impact fee made pursuant to this section shall be effective the first Monday in October of each calendar year.
- (1) The base for computing any adjustment is the January Consumer Price Index - All Urban Consumers for the United States, published by the United States Department of Labor, Bureau of Labor Statistics.
- (2) If the index is changed so that the base year is different, the index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the index had not been discontinued or revised.
- (3) The current inflation-adjusted fee schedule shall be available at the Department of Planning and Zoning.
- (c) *Determination of land use type.* If the type of development activity is not specified in the fee schedules, and is not already on a list of miscellaneous land use types maintained by the impact fee administrator, the impact fee administrator shall apply the fee of the most nearly equivalent type of land use on the fee schedules. The impact fee administrator shall be guided

in the selection of a comparable land use type by the definitions in section 11-114, the list of land uses in section 11-128, the City of Dawsonville Comprehensive Plan and the land development regulations of the City. In the event that the classification of a particular use of land into the classification established by the ordinance is unclear, the North American Industry Classification System, United States, latest edition, shall be used as the final authority. The impact fee administrator shall maintain a list of the fees determined administratively for miscellaneous land use types.

- (d) *Interpretation of fee schedules.* Individuals may request an interpretation of the impact fee schedules as they may apply to their developments. If the individual requests, the impact fee administrator shall certify the impact fees due for that development and said certification shall establish the applicable impact fees for such development for a period of 180 days from the date thereof. If the feepayer disagrees with the interpretation of the impact fee schedules, the feepayer may prepare an individual fee determination study in accordance with this chapter and the relevant impact fee ordinance.
- (e) *Mixed use development.* If a development includes both residential and nonresidential uses, the impact fees are to be assessed for each use based on the fee schedule and the results added together.
- (f) *Mixed use structures.* If a structure includes both residential and nonresidential uses, the impact fees are to be assessed for each use individually based on the relevant fee schedule and the results added together.
- (g) *Shell permit.* Builders may apply for a building permit to construct the “shell” of a building. Tenant finish permits are issued later to finish construction of the interior of the structure. The impact fee shall be paid prior to the issuance of the building permit for construction of the shell. The amount of the fee shall be based on the intended land use as described by the builder. If a builder applies for a “shell” permit and the intended land use is not known, the impact fees shall be assessed based on that land use which generates the greatest impact and is allowed under the existing zoning for the lot or parcel. If it is found during review of the application for a tenant finish permit that the actual land use differs from the intended land use as described by the builder, a determination shall be made as to whether or not an additional impact fee is due based on the procedures for change of use. If so, the additional impact fee shall be paid prior to the issuance of a new building permit for the completion of the shell. If it is determined that there has been an over-payment of impact fees, a refund would become available pursuant to section 11-122(e) of this chapter. If a shell permit was issued prior to the effective date of the appropriate impact fee ordinance and left unfinished, no impact fee shall be assessed for tenant finish permits. Subsequent change of use, redevelopment, or modification of the structure may be subject to an impact fee based on the procedures for change of use.
- (h) *Change of use.* In the case of a change of use, redevelopment, or modification of an existing use which requires the issuance of a building permit, the impact fee shall be based upon the net increase in the impact fees for the new use as compared to the previous use. The amount of the impact fees that is due as a result of the change in land use shall be determined at the time the feepayer applies for a building permit. The impact fees shall be paid prior to the issuance of a building permit for construction or remodeling. Previous land use shall be the lawful land use physically existing on the effective date of the ordinance or the current lawful land use. The feepayer shall furnish all documentation required by the impact fee administrator to determine the previous use. Should the change of use, redevelopment, or

modification result in a net decrease in the impact, no refunds or credits for impact fees previously paid shall be made. If the change of land use does not require the issuance of a building permit, there shall be no requirement to pay an impact fee.

- (i) *Accessory or auxiliary uses.* Generally, no fee shall be assessed for accessory or auxiliary land uses for residential developments, such as a clubhouse or tennis court in an apartment complex, unless it can be established by the impact fee administrator that the land use serves as an individual attraction. However, structures that meet the definition of a “dwelling” in the City of Dawsonville Building Code are not exempted as accessory or auxiliary uses.

Mobile homes. When a person applies for a permit that would authorize the installation of a mobile home, the feepayer may request a determination by the impact fee administrator as to whether or not a mobile home (or other dwelling unit) was legally in place on that lot, parcel, or space prior to the effective date of the ordinance. If so, no impact fee shall be assessed for installation of the mobile home. An exemption will be granted if it can be documented that an impact fee has been paid previously for a mobile home on that same lot, parcel, or space. Documentation to be used by the impact fee administrator may include utility bills for the period of time in question or tax records.

- (j) *House moves and mobile home moves.* Impact fees shall be assessed for structures or mobile homes moved from one location to another unless the structure or unit being moved is a replacement of an equivalent use at the new location. If the structure or mobile home so moved is replaced by an equivalent use at the old location, no impact fee shall be due for the replacement use. In every case, the burden of proving past payment of impact fees, exemption, or equivalency of use rests with the feepayer.
- (k) *Recreational vehicles (RV's).* Reference to “recreational vehicles” refers to the recreational vehicle site which has been permitted by an applicable development approval. The development of an RV site, not the issuance of a permit, is the relevant regulatory issue for this chapter and the administration of the impact fee. Recreational vehicle development approval should contain a condition of approval providing for payment of the impact fee. The impact fee shall be paid according to this condition of approval and the following provisions:
 - (1) No impact fees shall be assessed for “move in” of a recreational vehicle in an RV park developed prior to the effective date of the ordinance or that has paid an impact fee.
 - (2) RV's located outside of RV parks shall be treated as mobile homes. RV owners who apply for a permit, et cetera, shall pay the impact fees at the same rate as a mobile home and are entitled to the same exemptions as mobile home owners.
- (l) *Model homes.* Model homes on residentially zoned land shall be charged residential impact fees. Model homes on land zoned for nonresidential use shall be charged nonresidential impact fees.

Sec. 11-118. – Exemptions and Waivers.

- (a) *Must be claimed by feepayer.* An exemption must be claimed by the feepayer at the time of application for a building permit. Any exemption not so claimed shall be deemed waived by the feepayer.
- (b) *Total exemptions.*

- (1) *Exemption list.* The following shall be exempted from payment of all impact fees:
 - a. Alteration of an existing building or use of land where the existing use of the property is not changed and there is no additional heated area in residential structures or enclosed or open area in commercial structures.
 - b. The construction of residential accessory or auxiliary buildings or structures which will not be occupied by residents.
 - c. The replacement of a lawfully permitted building, mobile home, recreational vehicle, trailer or structure with a new unit, building or structure of the same type, use and size. If the existing unit, building, or structure is torn down, destroyed by fire or other natural disaster, or otherwise eliminated or moved off the site, or if the original structure is converted to a utility building, garage, or other nonresidential or noncommercial use, the replacement structure will be exempt from the payment of impact fees. The permit applicant shall document such replacement.
 - d. An amendment to a development approval provided that the amended development approval does not increase the impact of the development.
 - e. A permit which is reasonably not expected to result in any additional residents, visitors, building occupants, customers or employees within the City.
- (2) *Applicant's duty.* In applying for the above-mentioned exemptions, it shall be the applicant's responsibility to furnish, as required by the impact fee administrator, all materials and information necessary to validate the exemption including, but not limited to, the following:
 - a. Current opinion of title or title insurance;
 - b. Old and new construction plans;
 - c. Official certificate of occupancy and use records;
 - d. Statements from owner stating past and proposed land use;
 - e. Utility bills or receipts; and
 - f. Tax records.
- (c) *Exemption based on error or misrepresentation.* Exemptions from payment of an impact fee based on error or misrepresentation shall be subject to the provisions for invalid payments found in section 11-116(b)(2).
- (d) *Exemptions for vested permit applications.* Applicants for vested permits must meet the following requirements in order to obtain and maintain an exemption from the payment of some or all impact fees:
 - (1) *Complete application for permit allowing construction of a building, mobile home installation or recreational vehicle installation.* The applicant must submit to the impact fee administrator a completed application form with all necessary attachments, forms, and plans to meet the following requirements:
 - a. Applications for residential building permits must meet all of the requirements of the items listed on the "Impact Fee Calculation Form," section 11-129.
 - b. Applications for permits for mobile home installation must meet all of the requirements of the items identified on the "Impact Fee Calculation Form," section

11-129.

- c. Applications for permit for recreational vehicle installation must meet all of the requirements of the items identified on the “Impact Fee Calculation Form,” section 11-129.
 - d. Applications for nonresidential building permits must meet all of the items identified on the “Impact Fee Calculation Form,” section 11-129.
 - e. The application form must have been reviewed and assigned an application number by the Department of Planning and Zoning. In addition, the date and time stamped by the Department of Planning and Zoning on the application form must be prior to the effective date of the ordinance or ordinance amendment.
- (2) The applicant must pick-up the permit within 30 days of the date stamped on the application by the impact fee administrator.
 - (3) *Health department permit review.* If the applicant has experienced delays in health department permit review, then a receipt from the Dawson County Health Department documenting that the applicant has submitted to the Health Department both of the following applications on or prior to the effective date of the ordinance must be provided:
 - a. Percolation test (soil suitability test); and
 - b. Septic tank permit (application for on-site sewage disposal system permit).
 - (4) *Zoning issues.* In order for the applicant to pick-up a permit within the required 30 days, it will be necessary for the impact fee administrator to sign off on the application. If the impact fee administrator determines that a variance may be necessary and applying for one could cause the applicant to lose an impact fee exemption, the impact fee administrator may adjust the relevant time period for a time reasonably sufficient for the applicant to pursue a variance procedure.
 - (5) *Appeals.* Applicants whose requests for exemptions from impact fees are rejected may appeal the decision pursuant to section 11-123.
- (e) *Waivers.* The collection of impact fees may be waived for particular development projects that create extraordinary economic development or provide affordable housing, provided the following conditions are met.
- (1) *Affordable housing waivers.* Applications for affordable housing waivers must comply with the following.
 - a. Any person seeking an affordable housing exemption shall file with the City Administrator an application for exemption prior to the impact fee payment date for the proposed residential construction. The application for exemption shall contain the following:
 - i. The name and address of the owner;
 - ii. The legal description of the residential construction;
 - iii. The proposed selling price or the proposed rental price, as applicable; and
 - iv. Evidence that the residential construction shall be occupied by low income persons or very-low-income persons.

- b. For residential construction to receive an affordable housing waiver, it must meet all the restrictions of affordable housing as provided herein, and these restrictions must continue for a period of at least ten (10) years from the date of issuance of the building permit.
 - c. If the residential construction meets the requirements for an affordable housing waiver, and sufficient non-impact-fee funds have been appropriated by the Mayor and Council for this purpose and are available to pay the impact fees for the construction, the impact fee administrator shall transfer the funds into the appropriate impact fee accounts and issue the waiver. The waiver shall be presented in lieu of payment of the impact fees.
 - d. In the event the residential dwelling unit fails to meet the restrictions of affordable housing as provided herein at any time within the ten-year period following the issuance of the building permit such that the property no longer qualifies as affordable housing, the impact fees in effect at the time of the change in circumstances shall be immediately due.
- (2) *Economic development waivers/Publicly owned properties.* The Mayor and Council may waive impact fees for particular development projects that create extraordinary economic development and employment growth, pursuant to the following provisions.
- a. The Mayor and Council shall make a finding that the proposed development would create extraordinary economic development and employment growth.
 - b. The Mayor and Council shall appropriate sufficient non-impact fee revenue to pay for the waiver.
 - c. Once the above conditions are satisfied, the impact fee administrator shall transfer the funds into the appropriate impact fee accounts and issue the waiver. The waiver shall be presented in lieu of payment of the impact fees.
 - d. In addition to the above, the Mayor and Council may waive impact fees for development projects which are owned and operated by governmental entities, including but not limited to the City.

Sec. 11-119. - Individual fee determination.

- (a) *Option of the feepayer.* If a feepayer shall opt not to have impact fees determined according to the fee schedule in section 11-117(a), then the feepayer shall prepare and submit an individual fee determination in accordance with this section and the appropriate impact fee ordinance. The utilization of this option by the feepayer shall not exempt him/her from paying the impact fee prior to the issuance of a permit.
- (b) *Notice of intent by feepayer.* The feepayer shall inform the impact fee administrator of his/her intent to utilize an individual fee determination. The impact fee administrator shall then schedule a pre-application meeting with the applicant.
- (c) *Pre-application meeting.* Before beginning the individual fee determination study, the feepayer or his/her representative shall be given the opportunity to attend a pre-application meeting, upon the feepayer's request prior to the submission of an application, with the impact fee administrator and/or the impact fee administrator's appointee. The purpose of the

pre-application meeting is to discuss the procedures of the individual fee determination study, the methodology to be employed, and the standards to be met. Results, conclusions, and agreements reached at the pre-application meeting regarding methodology, required forms or documentation, or procedures, which may not constitute a waiver of ordinance provisions, shall be placed in writing by the impact fee administrator within 15 days. A copy of this memorandum shall be sent to the applicant. The agreements set out in the letter will expire in 30 days from the date of the pre-application meeting unless the applicant acknowledges receipt and acceptance of the agreements in writing, to the impact fee administrator, within those 30 days. The applicant waives the pre-application meeting if the applicant does not request a meeting before submitting his or her application. Any applicant who waives this pre-application meeting has waived his/her right to administratively raise methodological or procedural issues at a subsequent time.

(d) *Guidelines.*

- (1) The purpose of the individual determination study is to measure the impact of the development in question on the arterial road system, the park and recreation system, the library system, or the public safety system of the City to the extent impact fees are being collected for those uses at the time of impact fee calculation.
- (2) An individual determination study must address the expected impact of the development over the projected life of the structures within the development. Any claim that the use or occupancy of the structures within the development will be different from normal use or occupancy must be supported by deed restrictions, restrictive covenants or other appropriate documentation that will support the claim.
- (3) The individual fee determination study shall follow the methodologies and formats which are agreed upon during the pre-application meeting and be in accord with the methodology used in the supporting impact fee study. The methodology in the impact fee study multiplies the number of service units generated by the land use by the net cost per service unit. The individual fee determination study may only address the expected number of service units to be generated by the development, and shall use the net cost per service unit contained in the appropriate impact fee study. The service units are daily vehicle-miles of travel for the road impact fees, household residents for the park and library impact fees, and functional population for the public safety impact fees. In the event that the impact fees are adopted at a percentage less than 100% of the maximum fees calculated in the impact fee study, the individual fee determination study shall apply the same percentage at which the current fees are adopted.
 - a. A minimum of three sites for the land use in question should be selected. The selected sites should be single use sites and should, whenever possible, be located in the City.
 - b. The site inventory and sites proposed for the survey shall be reviewed by the impact fee administrator. The impact fee administrator must approve the sites to be surveyed prior to initiation of any survey.
- (4) The individual fee determination study shall be prepared and presented by professionals qualified in their respective fields. The methodology shall be consistent with best professional practice and support the central claim of the study. The study shall provide all necessary supporting documentation and information. Failure to adhere to best professional standards is a basis for rejection of the study. The applicant's submission

must certify that the study complies with best professional practices and this attestation shall be sealed where and when applicable.

- (5) The applicant shall submit the study to the impact fee administrator. This submission shall begin the 30-day clock referred to below.
- (6) The applicant shall provide the impact fee administrator with the name, address and telephone number of the property owner, the contractor and the applicant.

(e) *Recoupment of cost.*

- (1) The impact fee administrator may require applicants pursuing an individual fee determination to reimburse the City for reasonable non-staff personnel and associated expenses it incurs in order to adequately review and evaluate independent fee determinations.
- (2) The impact fee administrator shall notify applicants in writing if the City intends to obtain and seek recoupment for non-staff personnel and associated expenses that it deems necessary to properly evaluate the application.
- (3) Subsequent to notification, the impact fee administrator shall provide good faith estimates of the costs to be borne by the applicant.

(f) *Sufficiency determination.*

- (1) The impact fee administrator will review the individual fee determination study for sufficiency, methodology, technical accuracy and findings. The impact fee administrator shall have 30 days to review the study and to inform the applicant, in writing, of any deficiencies or defects in the study, or to find the study complete and competent. The notice of sufficiency or lack thereof shall be mailed to the applicant. In the event that this notice is not given within 30 days, the study shall be considered complete and competent.
- (2) Upon receipt of notice of deficiencies or defects in the study, the applicant may modify or supplement the study and resubmit a modified study. The applicant shall have 30 days to respond to said notice and/or resubmit a modified study to remedy defects or deficiencies identified in the notice. The impact fee administrator will consider the individual fee determination study to be inactive if the impact fee administrator does not receive a response from the applicant within 30 days of receipt of the above notice.
- (3) Upon receipt of a response or resubmittal of the study, the impact fee administrator shall have 30 days to review the resubmittal or response and notify the applicant of any further defects or deficiencies in the resubmittal. If the impact fee administrator finds deficiencies or defects in a resubmitted study, notice of such deficiencies or defects shall be provided as in subsection (1) above and subsequent responses from applicants shall be resubmitted as provided in subsection (2) above.

(g) *Determination of fee.*

- (1) The determination of the amount of the applicable impact fee shall be made by the impact fee administrator based on his/her review of a competent and sufficient independent determination study.
- (2) If an applicant requests, the impact fee administrator shall certify, as provided in the Georgia Development Impact Fee Act, O.C.G.A. § 36-71-4(h), the impact fees due for a development and said certification shall establish the applicable impact fees for such development for a period of 180 days from the date thereof.

- (h) *Effective date.* The effective date for impact fees assessed by an individual fee determined shall be the date at which the individual fee determination study is found to be sufficient, or 30 days after submission if there is no finding with respect to sufficiency.
- (i) *Notification of feepayer and appeal.* Within 30 days of the determination that the study is deemed competent and complete, the impact fee administrator shall notify the feepayer in writing of the acceptance, conditional acceptance, or rejection of the request. If the feepayer disagrees with the findings of the impact fee administrator, the feepayer may appeal the decision pursuant to section 11-124.
- (j) *Application for permit.* It shall be the responsibility of the feepayer, at the time of application for a building permit, to present the approved individually determined fee as approved by the impact fee administrator.

Sec. 11-120. - Trust funds.

- (a) *Trust funds established.* A trust fund is established for impact fees collected pursuant to this Article. In the event this Article is amended to impose impact fees other than for parks, the City shall establish separate trust funds for impact fees collected for each category of system improvements.
- (b) *Deposit of impact fees into trust funds.* All impact fees collected shall be properly identified and promptly transferred for deposit in the appropriate impact fee trust fund to be held in a separate interest-bearing account until expended or encumbered in accord with this chapter.

Sec. 11-121. - Use of impact fee funds.

- (a) Impact fees collected shall be used solely for the purpose system improvements for the type of public facility for which the fees were collected, and shall not be used for maintenance or operations.
- (b) Funds shall be used exclusively for acquisitions, expansions, or capital improvements within the service area from which the funds were collected. The service area is the incorporated limits of the City of Dawsonville.
- (c) In the event that bonds or similar debt instruments are issued for advanced provision of capital facilities for which impact fees may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities provided are of the type described in subsections (a) and (b) above.
- (d) In the event a developer enters into an agreement with the City to construct, fund or contribute system improvements so that the amount of the credit created by such construction, funding or contribution is in excess of the impact fee otherwise due, the developer shall be reimbursed for such excess construction funding or contribution from development impact fees paid by other developments located in the service area which is benefited by such improvements if so provided in the agreement.
- (e) At least once each fiscal period the impact fee administrator shall present to the Mayor and Council a report describing the amount of impact fees collected, encumbered and used, and a proposed capital improvement program, which assigns funds, including any accrued interest,

from the several impact fee trust funds to specific improvement projects and related expenses. Monies, including any accrued interest, not assigned in any fiscal period shall be retained in the same impact fee trust funds until the next fiscal period except as provided by the refund provisions of section 11-122.

- (f) Impact fee funds may be used to provide refunds.
- (g) Funds in the impact fee trust accounts shall be considered expended on a first in, first out basis.

Sec. 11-122. - Refunds.

- (a) *Expiration, revocation, or surrender of permit.* In the event that a building permit or other development approval for which an impact fee was paid expires, is revoked or is surrendered without the commencement of construction, a feepayer or his/her successors in interest shall be entitled to a refund, without interest, equal to 95 percent of the impact fee paid. Five percent of the fee shall be retained by the City to offset the administrative costs of collection and refund. In the case of an expired permit or development approval which was obtained in whole or in part by the use of credits, only the portion not obtained by credit may be refunded.
- (b) *Denial of service.* Pursuant to O.C.G.A. § 36-71-9, in the event that road, park, library or public safety service or access to facilities under the jurisdiction of the City is denied after a road, park, library or public safety impact fee has been paid, the feepayer or his/her successors in interest shall be entitled to a refund of the applicable impact fee.
 - (1) Before issuance of the refund can be authorized, the feepayer or his/her successors in interest shall submit a written request for refund to the impact fee administrator. This request must be submitted within 180 days of the date of the denial of service or access.
 - (2) In applying for the refund, it shall be the applicant's responsibility to furnish, as required by the impact fee administrator, all materials and information necessary to validate proof of payment by the feepayer or his/her predecessor in interest, the date and amount paid, and the permit issued as a result of that payment. The impact fee administrator shall verify whether the impact fee is refundable and, if so, process the applicant's request.
 - (3) The refunded impact fee shall be returned to the applicant with a pro rata share of interest actually earned on the amount to be refunded.
- (c) *Trust accounts not expended.* Any funds within impact fee trust accounts not expended or encumbered by the end of the calendar quarter immediately following six years from the date the relevant impact fee was paid shall be considered refundable. Funds shall be deemed expended or encumbered when a contract or agreement obligating those funds is approved by the City.
 - (1) When funds have not been expended or encumbered within the appropriate period, the impact fee administrator shall provide written notice of an entitlement to a refund to the feepayer who paid the development impact fee at the last known address or to a successor in interest who has given notice of name and address to City of Dawsonville, Department of Planning and Zoning, of a transfer or assignment of the right or entitlement to a refund and who has provided a mailing address. Such notice shall also be published within 30 days after the expiration of the six-year period after the date that the development impact fees were collected and shall contain the heading "Notice of Entitlement to Development

Impact Fee Refund.”

- (2) Before issuance of the refund can be authorized pursuant to this section, the feepayer or his/her successor in interest shall submit a written request for refund to the impact fee administrator. This request must be submitted within one year of the time such refund becomes payable under this section or within one year of publication of the notice of entitlement to a refund, whichever is later. All rights to a refund shall be deemed waived if requests are not timely received.
 - (3) In applying for the refund, it shall be the applicant's responsibility to furnish, as required by the impact fee administrator, all materials and information necessary to validate proof of payment by the feepayer or his/her predecessor in interest, the date and amount paid, and the permit issued as a result of that payment. The impact fee administrator shall verify whether the impact fee is refundable and if so, process the applicant's request.
 - (4) Any impact fee to be refunded under this section shall be made to the feepayer with a pro rata share of interest actually earned on the unused or excess balance within 60 days of after it is determined that sufficient proof of claim for a refund has been made. Any trust fund balance not so refunded shall be transferred to the General Fund of the City of Dawsonville.
- (d) *Termination.* In the event that the imposition of an impact fee is terminated in a portion or in the whole of the City, the trust account balance(s) for that area shall be considered refundable upon application of the feepayer or his/her successor in interest. No refunds of fees will be provided for in the event the fees collected have been expended or encumbered or if a feepayer or his/her successor in interest does not request such a refund.
- (1) Within 30 days following the effective date of this termination, the impact fee administrator shall provide written notice of an entitlement to a refund to the feepayer who paid the development impact fee at the address shown on the application for a permit or to a successor in interest who has given notice to the City of Dawsonville, Department of Planning and Zoning, of a transfer or assignment of the right or entitlement to a refund and who has provided a mailing address. Such notice shall contain the heading “Notice of Entitlement to Development Impact Fee Refund.”
 - (2) Before issuance of the refund can be authorized pursuant to this section, the feepayer or his/her successor in interest shall submit a written request for refund to the impact fee administrator. This request must be submitted within one year of the time such refund becomes payable under this section or within one year of publication of the notice of entitlement to a refund, whichever is later. All rights to a refund shall be deemed waived if requests are not timely received.
 - (3) In applying for the refund, it shall be the applicant's responsibility to furnish, as required by the impact fee administrator, all materials and information necessary to validate proof of payment by the feepayer or his/her predecessor in interest, the date and amount paid, and the permit issued as a result of that payment. The impact fee administrator shall verify whether the impact fee is refundable and if so, process the applicant's request.
 - (4) Fees available for refund shall be prorated over those eligible applicants submitting proper application for refund. In no case shall the applicant receive a refund greater than the amount originally paid plus a pro rata share of interest actually earned on the impacts fees to be refunded. Any trust fund balance not so refunded shall be transferred to the General Fund of the City of Dawsonville.

Holders of impact fee credits shall be considered feepayers for purposes of refunds under this termination procedure.

- (e) *Overpayment.* A refund, without interest, will be made if it is determined by the impact fee administrator that an overpayment of impact fees has occurred.

Sec. 11-123. - Credits.

- (a) *General conditions.* Generally, an applicant may obtain credit for up to 100 percent of impact fees otherwise due or to become due by offering to dedicate land and/or construct improvements for City approved projects. To receive a credit, applicants must file an "Impact Fee Credit Application" as set forth in section 11-130 and provide required information and documentation as required by this section or as determined necessary by the impact fee administrator. Any claim for credit must be made no later than the time of application for an applicable permit. Any right to claim credits shall be deemed waived if not timely made.

- (1) Credits may be available for all required dedications of land or construction of capital improvements or all voluntary dedications of land or construction of capital improvements if such serves a public need as defined by the City of Dawsonville Capital Improvement Element of the City of Dawsonville Comprehensive Plan. Furthermore, credits will only be issued for the dedication of land or construction of a capital improvement if such meets the criteria, as defined in the Impact Fee Act, the City impact fee ordinances and this chapter.

Credits shall be issued on a pro rata basis against impact fees otherwise due or to become due for the development that prompted the City to require such dedications or that is subject to impact fees.

- (2) No credit shall be given for:
 - a. Improvements or land dedications that are not in the adopted capital improvement element of the City's comprehensive plan;
 - b. Improvements deemed to be project improvements pursuant to a City development or zoning approval, and pursuant to the City impact fee ordinances; or
 - c. Improvements which do not meet City or state design standards, whichever is applicable;
 - d. Improvements or land dedications for which compensation has previously been given by a governmental body;
 - e. Private recreational facilities, except as provided in section 11-123(c);
 - f. Private police protection or security services;
 - g. Private public safety or rescue services; or
 - h. Land dedication for or improvements of local or collector roads.
 - (3) The authority to determine credit lies exclusively with the City. In every case impact fee credits shall be calculated so as to be consistent with O.C.G.A. § 36-71-1 through 13.

- (b) *General documentation and procedures.*

- (1) *Application for credit in general.* An offer to make capital improvements or dedicate land in lieu of paying impact fees shall be made in an application filed with the impact fee administrator identifying the capital improvements and/or land dedications for which credits are requested.
 - a. The applicant shall specify the dollar amount of the credit requested. The credit claimed by the applicant as the basis for the credit requested shall be no more than fair market value as determined by the impact fee administrator. It is the obligation of the applicant to submit documentation to the satisfaction of the impact fee administrator that supports the amount of the credit requested and indicates the basis on which the amount requested was calculated.
 - b. An applicant claiming credit for eligible capital improvements and/or land dedication shall timely provide required information and documentation to the impact fee administrator during development review or prior to application for the issuance of building permits, as set out below.
- (2) *Application for credit for construction of capital improvements.* The applicant shall submit a project description in sufficient detail and with cost estimates prepared by qualified professionals, to allow the impact fee administrator to verify the cost estimates and make a credit determination. The application shall include:
 - a. Invoices or other appropriate documents delineating costs claimed as a basis for the requested credit, and
 - b. The method of attribution of any general costs to the improvement for which credit is requested. In no case shall the cost for design, engineering, contingencies and overhead constitute more than 15 percent of the credit granted.
- (3) *Application for credit for land dedication.*
 - a. The impact fee administrator shall coordinate and consult with the City attorney in reviewing an application for land dedication and determine what documentation is needed for accepting an offer of dedication of land.
 - b. The application shall include:
 1. A title opinion issued to the City certified by a licensed State of Georgia attorney and rendered within 60 days of submission thereof, the content of which is satisfactory to the City attorney and verifying that the proffered deed will convey unencumbered title to the appropriate entity;
 2. A certified copy of the most recent assessment of the property for tax purposes. The impact fee administrator may determine credit values based on 115 percent of the most recent tax assessment value; and
 3. Applicants may submit a property appraisal for consideration by the impact fee administrator, as prepared by a certified appraiser licensed to do business in the State of Georgia. In preparing the reports, appraisers shall value the land in the following manner:

If the dedication is made pursuant to a condition of zoning approval, is not a project improvement and the zoning condition does not specifically prescribe otherwise, the land shall be valued based upon the zoning of the land as it existed prior to the zoning approval which contains the condition of dedication; or

Otherwise, appraisers shall value the land at its then current zoning and without any enhanced value which could be attributed to improvements on adjacent lands.

(4) *Determination and issuance of credits.* If the City accepts such an offer, whether the acceptance is before or after the effective date of the appropriate impact fee ordinance, the credit shall be determined and provided in the following manner:

a. *Written determination and certification in general.* The impact fee administrator shall determine the credit for construction of capital improvement or land dedication in a certified written report. The impact fee administrator shall provide the applicant with a copy of the written report certifying the determination of the credit to be provided.

1. The credit determination shall be based upon the cost estimates and other documentation provided by the applicant; or if the impact fee administrator determines that such estimates or documentation submitted by the applicant are either unreliable or inaccurate, then upon alternative engineering criteria, construction cost estimates, or property appraisals through the use of the methodology described in the relevant ordinance.
2. The written determination shall include the following: Whether the credit is provided for park and recreation, library or public safety impact fees; the dollar amount of the credit; the reason for the credit; the legal description or other adequate description of the project or development to which the credit may be applied; and the terms upon which such credit will be issued, including compliance with the provisions of this chapter.

b. *Determination of credit for dedication of land or construction of capital improvement.*

The impact fee administrator shall determine credits for the dedication of land on the following values: 115 percent of the most recent assessed value for purposes of property taxation; or at the option of the applicant, by fair market value determined by the impact fee administrator, based on an appraisal accepted by the impact fee administrator.

The impact fee administrator shall determine credits for the construction of a capital improvement from the engineering criteria and/or construction cost estimates as provided by the applicant and accepted by the impact fee administrator.

c. *Issuance of credits.*

1. Once the impact fee administrator has made a credit determination, a certification of the determination shall be provided to the applicant. The applicant shall sign and date the certification and return the document to the impact fee administrator, which shall be binding on the applicant as to the terms and conditions of the credit.
2. *Land dedication.* Once the amount and terms of the credit are determined, credits will be provided when the following procedures have been satisfied:
 - i. The delivery of a fully executed deed or other appropriate conveyance document, as approved by the City attorney, to the City;
 - ii. Sufficient funds to pay all costs of transfer of title and taxes, including recording fees;

- iii. Payment of all property taxes due for the current year;
 - iv. Receipt of quit claim deeds or other documents sufficient to release all liens identified in the title certificate;
 - v. Receipt of all other appropriate documentation sufficient to ensure conveyance of clear title, free and clear of any encumbrances; and
 - vi. Acceptance of the dedication by the City Council.
- d. *Construction of capital improvements.* Credit for construction of capital improvements may be issued 1) after the completion of the approved project; 2) or before completion in accordance with the following conditions. All credits are conditioned upon compliance with all applicable and then current City, state and federal design, specifications, procedures, inspections, policies, laws and regulations.

Upon completion, credits will be issued when:

1. The project is substantially completed and accepted by the City; and
2. A maintenance bond, performance bond, warranty bond, letter of credit, maintenance agreement or other document as may be required is received by the City and approved by the City attorney.

Prior to completion, the applicant must comply with the following:

1. The feepayer shall submit to the impact fee administrator on appropriate forms a surety performance bond or an automatically renewable, irrevocable letter of credit for an amount equal to 100 percent of the full amount of the cost of construction. The performance bond or letter of credit shall be payable to the City and in a proper form, as reviewed and accepted by the City attorney;
 2. The performance bond shall be issued by a good and sufficient surety registered in and licensed to do business in the State of Georgia, for the purpose of securing faithful performance of the construction and to indemnify the City for any damages associated with failure to satisfactorily perform construction in lieu of impact fees; and shall be effective for one year after completion of the construction project;
 3. A letter of credit, pursuant to subsection 1. above, shall be automatically renewable unless notice of intent to cancel or not to renew is given to the impact fee administrator not later than 90 days prior to the renewal date;
 4. The impact fee administrator shall be entitled to declare default and collect the full amount of the letter of credit or take action on the performance bond in the event that
 - a. a notice to cancel or intent not to renew prior to completion of construction is received; or
 - b. the City determines that construction has not been performed within the terms of the agreement and this Code. If the costs incurred by the City to complete the construction exceed sums available under the letter of credit or performance bond, then the City reserves all available rights in law and equity to recover its damages.
- e. *Increased credits for construction of capital improvements.* In the event that actual construction costs for agreed upon improvements exceed estimates used in credit

determination, the feepayer may request in writing that the credit be increased to account for such additional costs. Feepayer shall provide the impact fee administrator with sufficient documentation to substantiate and justify such request. Any increase in credit shall be made at the discretion of the impact fee administrator if it is determined that an increase is justified.

- (5) *Transferability of credits.* Impact fee credits shall not be transferable from one project or development to another unless so provided for in a development impact fee agreement with the City.
- (6) *Withdrawal of offer by applicant.* Any person who offers land and/or improvements in exchange for credits may withdraw the offer of dedication at any time prior to the transfer of legal title to the land or improvements in question and pay the full impact fees required by the appropriate impact fee ordinance.
- (7) *Cancellation of credit.* Once used, credits shall be canceled and shall not be reestablished even if the permit for which they were used expires without commencing construction. Credits issued in lieu of payment of impact fees shall run with the land.
- (8) *Credit for private park or recreation facilities.* An applicant may apply for credit against park and recreation impact fees otherwise due for private park or recreation improvements by filing a "Parks and Recreation Application for Impact Fee Credit for Private Recreation Facilities," section 11-131. In no circumstance shall credit for private park or recreation facilities exceed 50 percent of the park and recreation impact fees otherwise due.
- (9) The private park or recreation facilities for which credit is sought must serve a public recreational need and, the private park or recreation facilities for which credit is sought must be consistent with the park and recreational provisions within the City's comprehensive plan.
- (10) An applicant wishing to receive credit for private recreational facilities shall submit a request to the impact fee administrator. This request must contain:

An inventory of the private park and recreation facilities for which credit is sought, including:

- a. The nature or use of the park or recreation area;
 - b. The size of the facilities and the equipment or apparatus available to the users;
 - c. The availability of the spaces or facilities to development residents or occupants and the availability of the spaces or facilities to the general public;
 - d. The public park or recreation purpose that is served by the private facility; and
 - e. The park and recreational provisions of the City's comprehensive plan that are furthered by the private facilities.
- (11) The impact fee administrator shall consult with the City's Director of Planning and Zoning and the City's Director of Recreation and Parks on the application for credit. After review, the impact fee administrator shall, within 30 days, notify the applicant of the results of the review. If the request for credit is granted, the impact fee administrator shall notify the applicant of the granting and provide a letter stating the percentage of the park and recreation impact fee that would be applicable to the subject development. The applicant must sign and date a duplicate copy of such letter or certificate indicating his/her agreement to the terms of the letter or certificate and return such signed document to the impact fee administrator before

credit will be given. If the applicant fails to sign, date, and return such document within 30 days of receipt, the impact fee administrator will consider the credit application to be inactive.

(12) The decision of the impact fee administrator may be appealed as set out in section 11-124.

Sec. 11-124. - Appeals.

(a) *Procedure.*

- (1) *Request for reconsideration.* If the applicant or feepayer is dissatisfied with a final decision from the impact fee administrator, deemed such by the impact fee administrator, an applicant, within 15 days of that final decision, may ask for reconsideration by the impact fee administrator by submitting a letter by overnight delivery or certified mail which explains the nature of the feepayer's disagreement with the decision of the impact fee administrator. On the basis of the feepayer's letter and the recommendation of the other departments, the impact fee administrator shall, within 15 days of the receipt for the request for reconsideration, provide a written determination with respect to the request for reconsideration to the applicant or feepayer.
- (2) *Appeal to the Mayor & Council.* All appeals from the impact fee administrator's determination shall be taken within 15 days of the impact fee administrator's decision on the request for reconsideration by submitting to the impact fee administrator by overnight delivery or certified mail a notice of appeal specifying the grounds therefor. The impact fee administrator shall transmit to the Mayor and Council all papers constituting the record upon which the action appealed from is taken. The Mayor and Council shall thereafter establish a reasonable date and time for a hearing on the appeal, give due notice thereof, and make a determination on the appeal within a reasonable period of time following the hearing. Any applicant or feepayer taking an appeal shall have the right to appear at the hearing, to present their arguments through documentation and/or oral presentation, and may be represented by counsel.
- (3) *Judicial remedy.* Nothing in this chapter or in the impact fees ordinances is intended to preclude any applicant who is dissatisfied with the determination of the Mayor and Council from seeking a judicial remedy pursuant to the applicable state statutes regarding appeal procedures.

(b) *Payment of impact fees pending appeal.*

- (1) The permit applied for will not be issued unless the impact fee as determined by the impact fee administrator is paid in full, regardless of an appeal by an applicant.
- (2) Any reduction of impact fees resulting from a successful appeal shall be by refund of any excess amount paid at the time of the issuance of the permit. No interest will be paid on a refund of any such overpayment.

Sec. 11-125. - Enforcement.

(a) *Misdemeanor.*

- (1) Knowingly furnishing false information on any matter relating to the administration of the impact fees ordinances to the impact fee administrator, or any designee, shall

constitute a violation thereof.

- (2) A violation of the impact fee ordinances shall be a misdemeanor punishable according to law. Staff of the City who are aware of such violations shall present their evidence to the City's code enforcement officer and/or the City of Dawsonville Police Department for investigation and possible issuance of a citation.
- (b) *Code enforcement.* In addition to the enforcement provision in subsection (a) above, those authorized to enforce City of Dawsonville codes and ordinances may be requested by the impact fee administrator and/or the City attorney to enforce specified provisions of the impact fee ordinances.
- (c) *Penalty provision.* A violation of this chapter shall be prosecuted in the same manner as misdemeanors are prosecuted and upon conviction, the violator shall be punishable according to law; however, in addition to or in lieu of any criminal prosecution the City of Dawsonville shall have the power to sue in civil court to enforce the provisions of this chapter.

Sec. 11-126. - Review.

The impact fee study, the impact fee schedule set forth in section 11-117, this chapter and the administration of the impact fee system shall be reviewed by the Mayor and Council at least once every two fiscal years to determine if any updates or revisions are needed.

Sec. 11-127. - Amendments.

All additions or changes to this chapter shall be subject to review and approval by the Mayor and Council as amended items during the regular meetings of the Mayor and Council. Copies of this chapter as revised and approved by the Mayor and Council, and any subsequent amendments approved by the Mayor and Council, shall be made available to all City staff who administer impact fees and shall be made available to members of the general public, upon request, at designated locations in the City.

Sec. 11-128. - Land Use Categories

The following list of specific land use types within each fee schedule land use category is intended to provide guidance to the impact fee administrator in determining the appropriate classification of proposed land uses.

- (a) Single-Family Detached (per dwelling unit)
 - (1) Single-family detached
 - (2) Manufactured or mobile home subdivision
 - (3) Manufactured or mobile home on a separate lot outside a mobile home park
- (b) Multi-Family (per dwelling unit)
 - (1) Single Family Attached (Townhouse)
 - (2) Villa
 - (3) Duplex

- (4) Apartment
- (5) Condominium
- (6) Triplex
- (7) Fourplex
- (8) Retirement community (if multi-family dwelling units)
- (9) Accessory apartment
- (c) Mobile Home Park (per space)
 - (1) Manufactured or mobile home park
 - (2) Recreational vehicle park
 - (3) Recreation vehicle that requires building permit for electrical hook-up, etc.) as well as land use permit
- (d) Retail/Commercial (per square foot of gross floor area)
 - (1) Shopping center
 - (2) Freestanding retail
 - (3) Specialty retail center
 - (4) Supermarket
 - (5) Drug store or pharmacy
 - (6) Department store
 - (7) Discount store
 - (8) Hardware/paint store
 - (9) Furniture store
 - (10) Clothing/apparel/fabric store
 - (11) Jewelry/watch store
 - (12) Automobile sales or service
 - (13) Fast food restaurant
 - (14) High-turnover, sit-down restaurant
 - (15) Quality restaurant
 - (16) Bar or night club
 - (17) Convenience store
 - (18) Gas station/service station
 - (19) Car wash
 - (20) Barber shop
 - (21) Beauty salon
 - (22) Shoe repair shop

- (23) Dry cleaners
- (24) Amusement park
- (25) Bowling alley
- (26) Dance studio
- (27) Fitness center
- (28) Funeral home
- (29) Golf course or driving range
- (30) Marina
- (31) Movie theater
- (32) Vocational or technical school
- (33) Hotel or motel
- (34) Bed and breakfast inn
- (35) Boarding or rooming house
- (36) Campground
- (37) Commercial recreational facility, outdoor
- (38) Plant nursery or retail greenhouse
- (39) Shooting range, commercial
- (e) Office (per square foot of gross floor area)
 - (1) General office building
 - (2) Medical office or clinic
 - (3) Dental office
 - (4) Optician
 - (5) Chiropractor
 - (6) Veterinarian or kennel (except large animal, agricultural services)
 - (7) Investment broker
 - (8) Attorney
 - (9) Accountant
 - (10) Real estate
 - (11) Insurance
 - (12) Engineering
 - (13) Government agency
 - (14) Corporate headquarters
 - (15) Office park
 - (16) Research center

- (17) Financial institution
- (18) Bank (walk-in or drive-in)
- (19) Savings and loan (walk-in or drive-in)
- (20) Radio or television recording or broadcasting studio
- (21) Telemarketing
- (22) Software development or support
- (23) Business office of nonprofit organization
- (f) Industrial (per square foot of gross floor area)
 - (1) Light or heavy industrial
 - (2) Manufacturing
 - (3) Mining or extraction
 - (4) Assembly plant
 - (5) Bottling works
 - (6) Dry cleaning plant
 - (7) Industrial park
 - (8) Printing plant
 - (9) Research and development center
 - (10) Welding shop
 - (11) Wholesale bakery
- (g) Warehouse (per square foot of gross floor area)
 - (1) Storage warehouse
 - (2) Wholesale distributor
 - (3) Moving and storage
 - (4) Mini-warehouse
 - (5) Salvage yard or junk yard
 - (6) Mail processing center
 - (7) Wholesale Greenhouse
 - (8) Materials recovery facility
- (h) Public/Institutional (per square foot of gross floor area)
 - (1). Elementary, secondary or higher educational establishment
 - (2) Day care center
 - (3) Hospital
 - (4) Mental institution
 - (5) Nursing or convalescent home

- (6) Jail
- (7) Other institutional group quarters (congregate living facility, dormitory)
- (8) Fire station
- (9) City hall
- (10) County court house
- (11) Civic center
- (12) Convention center
- (13) Sports arena
- (14) Post office
- (15) Jail
- (16) Library
- (17) Museum
- (18) Place of religious worship
- (19) Military base
- (20) Airport
- (21) Bus station
- (22) Nonprofit club or lodge
- (23) Park or playground
- (24) Water or sewage treatment plant
- (25) Recycling collection point or recycling plant
- (26) Solid waste landfill or handling facility
- (27) Public utility facility

Sec. 11-129. - Impact Fee Calculation Form

City of Dawsonville IMPACT FEE CALCULATION FORM

SECTION 1

Property Owner	Contractor
Permit Reference Number	Permit Type
Property ID Number	Job Address

The impact fees calculated herein have been determined based on the fee schedules adopted in the City of Dawsonville Code Impact Fee Ordinance. This form is authorized only for those building projects expressly identified above. Changes or modifications to the building referred to above or amendments to the impact fee schedules contained in the City of Dawsonville Impact Fee Ordinance shall render this calculation form null and void.

ANY CLAIM FOR CREDIT OR EXEMPTION MUST BE MADE NO LATER THAN THE TIME OF APPLICATION FOR A BUILDING PERMIT OR PERMIT FOR MOBILE HOME INSTALLATION. ANY CLAIM NOT SO MADE SHALL BE DEEMED WAIVED.

Signature	Date>
-----------	-------

LAND USE CATEGORY _____ (If Change, FROM _____ TO _____)
No. of Dwelling Units _____ (If Change, FROM _____ TO _____)
Nonresidential Sq. Feet _____ (If Change, FROM _____ TO _____)

CHANGE IN LAND USE CATEGORY?	() YES () NO
SHELL PERMIT?	() YES () NO
CREDIT REQUESTED	() YES* () NO
CATEGORY REVIEW REQUESTED	() YES* () NO
INDIVIDUAL FEE APPLICATION	() YES* () NO
*IF YES IS CHECKED, DETERMINATION MUST BE MADE PRIOR TO RELEASE	

PLANNING AND ZONING RELEASE _____ DATE: _____

PARKS IMPACT FEE		
Parks Impact Fee	_____ units x \$ _____ per unit	\$ _____
Parks Credits Applied		\$ _____
Net Parks Impact Fees		\$ _____

TOTAL IMPACT FEES	
Total Net Impact Fees Due	\$ _____

| _____ |

SECTION 2. IMPACT FEES COLLECTION

To be filled out by Department of Planning and Zoning:

The total Impact Fees calculated in Section 1 of this form and shown here in Section 2 have been paid in full:

Amount:	\$ _____	_____
Date:	_____	Cashier Signature
Check Number:	_____	

In the event of possible refund of Development Impact Fees paid, please provide the following names and addresses:

Property Owner Name	Property Owner Address
Impact Fee Payer Name	Impact Fee Payer Address
Contractor Name	Contractor Address

Sec. 11-130. - Impact Fee Credit Application

City of Dawsonville IMPACT FEE CREDIT APPLICATION

CREDIT REQUEST

The City of Dawsonville development impact fee ordinances provide for the donation of property or the construction of facilities in lieu of impact fee payments for development projects within the City. Accordingly, you are hereby requested to review the submitted documentation to determine the applicable credit, if any.

Name of Applicant	
Street Address	
City, State, Zip Code	
Permit Number	
Approval Date	

CREDIT TRANSFER

Applicants for transfer of impact fee credits must attach a copy of the impact fee agreement approving the transferability of impact fee credits.

Account Number	Amount

The above impact fee credit account has previously been established for the undersigned to be used to offset impact fee assessments in the City of Dawsonville, Georgia. Accordingly, you are hereby requested to transfer these credits as identified above.

Credit Holder's Name	Signature	Date

APPLY CREDIT

Account Number	Service Area	Amount

The above impact fee credit account has previously been established for the undersigned to be used to offset impact fee assessments in the City of Dawsonville, Georgia. Accordingly, you are hereby requested to apply these credits as identified above to:

		\$
Account Number	Service Area	Amount
Subdivision/Project Name:		

Thank you for your prompt attention to the above request. .

Credit Holder's Name	Signature	Date

DEPARTMENTAL USE ONLY

—Approved Amount—

Name	Title	Date

Sec. 11-131. - Application for Parks and Recreation Credit for Private Facilities

City of Dawsonville
APPLICATION FOR PARKS AND RECREATION IMPACT
FEE CREDIT FOR PRIVATE FACILITIES

The City of Dawsonville development impact fee ordinances establish that park and recreation impact fees otherwise due may be reduced in recognition of the public benefit resulting from certain private park or recreational facilities. The impact fee administrator will review the following to determine the amount of reduction, if any, to be approved.

DEVELOPMENT _____

Please provide the name and location of the development and name of the agent. PRIVATE FACILITIES: The private facilities provided are:

Name	Location	Use	Size
Name	Location	Use	Size
Name	Location	Use	Size

Are these facilities:

Open to the public?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Open to all residents/Occupants?	<input type="checkbox"/> Yes <input type="checkbox"/> No

PUBLIC PURPOSE

What public purpose is met by the provision of these private facilities? Please refer to the City of Dawsonville Comprehensive Plan in responding.



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 9

SUBJECT: **CONSIDERATION OF BID# 24-RFB-005 50'S GARAGE STOREFRONT**

CITY COUNCIL MEETING DATE: 2/5/2024

BUDGET INFORMATION: GL ACCOUNT # _____

☐ Funds Available from: _____ Annual Budget _____ Capital Budget Other X _____

☐ Budget Amendment Request from Reserve: _____ Enterprise Fund _____ General Fund

PURPOSE FOR REQUEST:

TO REQUEST APPROVAL OR REJECTION OF BIDS #24-RFB-005 50'S GARAGE FOR GRHOF UNDER THE SPECIAL PURPOSE GRANT MONIES.

HISTORY/ FACTS / ISSUES:

- **REQUEST FOR THE BIDS WERE ADVERTISED AND RECEIVED ON TIME, DEADLINE WAS 1/18/2024 AT 10:30 AM**
- **CITY RECEIVED TWO FOR 50'S GARAGE**
- **TOTAL COST: \$37,415.50 HOME REMEDY RES. – 50'S GARAGE**
- **TOTAL COST: \$107,280.00 WINDSOR PINE – 50'S GARAGE**

OPTIONS:

APPROVE OR REJECT

REQUESTED BY: Robin Gazaway, Finance Director



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 10

SUBJECT: **CONSIDERATION OF BID #24-RFB-006: AUDIO AND VIDEO UPGRADES**

CITY COUNCIL MEETING DATE: 2/5/2024

BUDGET INFORMATION: GL ACCOUNT # _____

☐ Funds Available from: _____ Annual Budget _____ Capital Budget Other X _____

☐ Budget Amendment Request from Reserve: _____ Enterprise Fund _____ General Fund

PURPOSE FOR REQUEST:

TO REQUEST APPROVAL OR REJECTION OF BIDS ON #24-RFB-006 FOR AN A/V UPGRADE FOR GRHOF UNDER THE SPECIAL PURPOSE GRANT MONIES.

HISTORY/ FACTS / ISSUES:

- **REQUEST FOR THE BIDS WERE ADVERTISED AND RECEIVED ON TIME, DEADLINE WAS 1/18/2024 AT 10:00 AM**
- **CITY RECEIVED THREE RESPONSES FOR A/V UPGRADE**
- **TOTAL COST: \$62,358.98 PLATTS CO - AV**
- **TOTAL COST: \$96,216.72 JIREH SUPPLIES, INC. - AV**
- **TOTAL COST: \$118,459.08 ATLANTA SOUNDWORKS – AV**

OPTIONS:

APPROVE OR REJECT

REQUESTED BY: Robin Gazaway, Finance Director



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 11

SUBJECT: RESOLUTION #R2024-01: GEORGIA STATE PATROL POST #37

CITY COUNCIL MEETING DATE: 02/05/2024

BUDGET INFORMATION: GL ACCOUNT # _____

☐ Funds Available from: _____ Annual Budget _____ Capital Budget Other _____

☐ Budget Amendment Request from Reserve: _____ Enterprise Fund _____ General Fund

PURPOSE FOR REQUEST:

TO REQUEST APPROVAL OF A RESOLUTION TO PURCHASE SPECIALTY EQUIPMENT FOR GEORGIA STATE PATROL OFFICERS AT POST #37 NOT TO EXCEED \$3,800.00

HISTORY/ FACTS / ISSUES:

- **SPECIAL EQUIPMENT HAS BEEN PROVIDED FOR GSP POST #37 SINCE 2019**
- **PURCHASE OF EQUIPMENT TO BE PAID FROM FY2024 GENERAL FUND ANNUAL BUDGET**
- **EQUIPMENT INCLUDES FRISK GLOVES, AC/DC POWER INVERTERS, BATTERY POWERED DRILLS**
- **GSP POST #37 REPRESENTATIVE WILL ATTEND A FUTURE MEETING TO ACCEPT THE DONATION, IF APPROVED**

OPTIONS:

APPROVE, AMEND, DENY OR TABLE

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

RESOLUTION R2024-01

A RESOLUTION OF THE CITY OF DAWSONVILLE REGARDING GEORGIA STATE PATROL POST #37

WHEREAS, the Georgia State Patrol, a state agency, provides public health, safety, and welfare services within the corporate limits of the City of Dawsonville; and,

WHEREAS, in order to effectively carry out their duties, obligations, and services, the Georgia State Patrol officers require the use of properly maintained specialty equipment; and,

WHEREAS, many Georgia State Patrol officers that service the City of Dawsonville have resorted to expending personal funds to purchase said specialty equipment; and,

WHEREAS, the Mayor and City Council of the City of Dawsonville, Georgia, are charged with the protection and maintenance of the public health, safety, and welfare of those within the corporate limits of the City of Dawsonville; and,

WHEREAS, the services rendered by the Georgia State Patrol are a substantial benefit to the City of Dawsonville; and,

WHEREAS, the Mayor and City Council wish to assist officers and the Georgia State Patrol in effectively carrying out their duties to provide for the public health, safety, and welfare of the citizens of the City of Dawsonville.

NOW, THEREFORE, BE IT RESOLVED by the governing authority of the City of Dawsonville, Georgia, that the City of Dawsonville shall provide Frisk Gloves, AC to DC Power Inverters and Battery Powered Drills for a total cost not to exceed Three Thousand and Eight Hundred dollars (\$3,800.00) to the Georgia State Patrol and its officers that service the corporate limits of the City of Dawsonville, in recognition of the substantial benefit that said officers provide to the Citizens of the City of Dawsonville, and in an effort to assist said officers in effectively carrying out their duties in providing for the public health, safety, and welfare of the citizens of the City of Dawsonville.

RESOLVED this 5th day of February 2023.

**MAYOR AND DAWSONVILLE CITY
COUNCIL**

By: _____

John Walden, Mayor

Caleb Phillips, Councilmember Post 1

William Illg, Councilmember Post 2

Sandra Sawyer, Councilmember Post 3

Mark French, Councilmember Post 4

ATTESTED TO BY:

Beverly A. Banister, City Clerk



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 12

SUBJECT: **ROAD AND RIGHT OF WAY DEDICATION REQUEST: SWEETWATER PRESERVE
SUBDIVISION**

CITY COUNCIL MEETING DATE: **FEBRUARY 5, 2024**

PURPOSE FOR REQUEST:

**REQUEST APPROVAL FOR ACCEPTANCE OF ROADS AND THE RIGHT OF WAY FOR
SWEETWATER SUBDIVISION.**

HISTORY/ FACTS / ISSUES:

**CONSTRUCTION STARTED IN 2020 AND CONSISTS OF 102 SINGLE FAMILY HOMES. THERE
ARE 5 ROADS FOR WHICH THEY ARE ASKING TO BE ACCEPTED INTO THE CITY: REEVES
COURT, MORROW PLACE, SHEPARD DRIVE, WHEELER PLACE, AND MILNER DRIVE.**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

REQUESTED BY: CLAY MOSS

January 11, 2024



VIA FEDEX

City of Dawsonville
Attn: Mayor John Walden and Members of the City Council
415 Highway 53 East, Suite 100
Dawsonville, Georgia 30534

Re: ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 511 and 512 of the 4th District, 1st Section, City of Dawsonville, Dawson County, Georgia, being designated as **Reeves Court (Public 50' R/W), Morrow Place (Public 50' R/W), Shepard Drive (Public 50' R/W), Wheeler Place (Public 50' R/W) and Milner Drive (Public 60' R/W)** on that certain **Final Plat of Sweetwater Preserve**, prepared by Gunnin Land Surveying, containing the seal of Albert W. Gramling, Jr., Georgia Registered Land Surveyor No. 2983, dated October 16, 2019, and recorded June 8, 2020 in Plat Book 85, Pages 116-118, Dawson County, Georgia land records.

Dear Mayor John Walden and Members of the City Council:

I am writing on behalf of my client, Starlight Homes Georgia L.L.C., a Delaware limited liability company, which is the owner of the above-referenced rights-of-way in the Sweetwater Preserve community. Starlight Homes Georgia L.L.C. desires to dedicate the above-referenced rights-of-way for public use and requests the City of Dawsonville's acceptance of such rights-of-way.

In connection with the dedication of the above-referenced rights-of-way, the following referenced documents were submitted to and approved by the City Attorney: (i) that certain GAP Indemnity Agreement between Starlight Homes Georgia L.L.C. and City of Dawsonville regarding the rights-of-way in Sweetwater Preserve; (ii) that certain Title Certification and Opinion Letter dated November 15, 2023 regarding the rights-of-way in Sweetwater Preserve; and (iii) that certain Right-of-Way Warranty Deed that conveys the rights-of-way in Sweetwater Preserve from Starlight Homes Georgia L.L.C. to the City of Dawsonville.

Please let me know if you have any questions or need any additional information to accept the above-referenced rights-of-way.

Sincerely,

Lisa A. Crawford

Upon recording return to:
City of Dawsonville
Planning & Zoning Department
415 Highway 53E, Suite 100
Dawsonville, Georgia 30534

**STATE OF GEORGIA
COUNTY OF DAWSON**

RIGHT-OF-WAY WARRANTY DEED

City of Dawsonville, Georgia

THIS INDENTURE, made this 15th day of November, 2023 between **STARLIGHT HOMES GEORGIA L.L.C.**, a Delaware limited liability company (hereinafter called "Grantor") and **CITY OF DAWSONVILLE**, a political subdivision of the State of Georgia (hereinafter called "Grantee").

WITNESSETH, that Grantor, for and in consideration of **TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION**, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee, all that tract or parcel of land more particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 511 and 512 of the 4th District, 1st Section, City of Dawsonville, Dawson County, Georgia, being a portion of the Sweetwater Preserve subdivision (hereafter collectively and individually referred to as the "Roads") being shown and designated as such on that certain Final Plat of Sweetwater Preserve, dated October 16, 2019 and prepared by Gunnin Land Surveying, as recorded in Plat Book 85, Pages 116-118, Records of Clerk, Superior Court, Dawson County, Georgia, more particularly described as follows:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, forever, in fee simple. Grantor shall warrant and forever defend the right, title and interest in and to said property unto Grantee, its successors and assigns, against the claims of all persons whomsoever. Where the context

requires or permits, "Grantor" and "Grantee" shall include their respective heirs, successors and assigns.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused this deed to be signed, sealed and delivered by its duly authorized representative as of the day and year first above written.

GRANTOR:

STARLIGHT HOMES GEORGIA
L.L.C., a Delaware limited liability
company

By:
Name:
Title:

 (SEAL)
Gregory D. Hasty
VP of Land Development

Signed, sealed, and delivered
in the presence of:


WITNESS


NOTARY PUBLIC

[AFFIX NOTARY SEAL]



Exhibit "A"
Property Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 511 and 512 of the 4th District, 1st Section, City of Dawsonville, Dawson County, Georgia, being designated as **Reeves Court (Public 50' R/W), Morrow Place (Public 50' R/W), Shepard Drive (Public 50' R/W), Wheeler Place (Public 50' R/W) and Milner Drive (Public 60' R/W)** on that certain **Final Plat of Sweetwater Preserve**, prepared by Gunnin Land Surveying, containing the seal of Albert W. Gramling, Jr., Georgia Registered Land Surveyor No. 2983, dated October 16, 2019, and recorded June 8, 2020 in Plat Book 85, Pages 116-118, Dawson County, Georgia land records, reference to said plat of survey and the record thereof being hereby made for a more complete description.

[illegible]

EXHIBIT A

STREET LIGHTS SHALL BE LOCATED AT THE CORNERS OF ALL INTERSECTIONS AND AT 100' INTERVALS ALONG ALL STREETS.

- 1. TO BE CONSIDERED AS PART OF THE PLAT
- 2. TO BE CONSIDERED AS PART OF THE PLAT
- 3. TO BE CONSIDERED AS PART OF THE PLAT

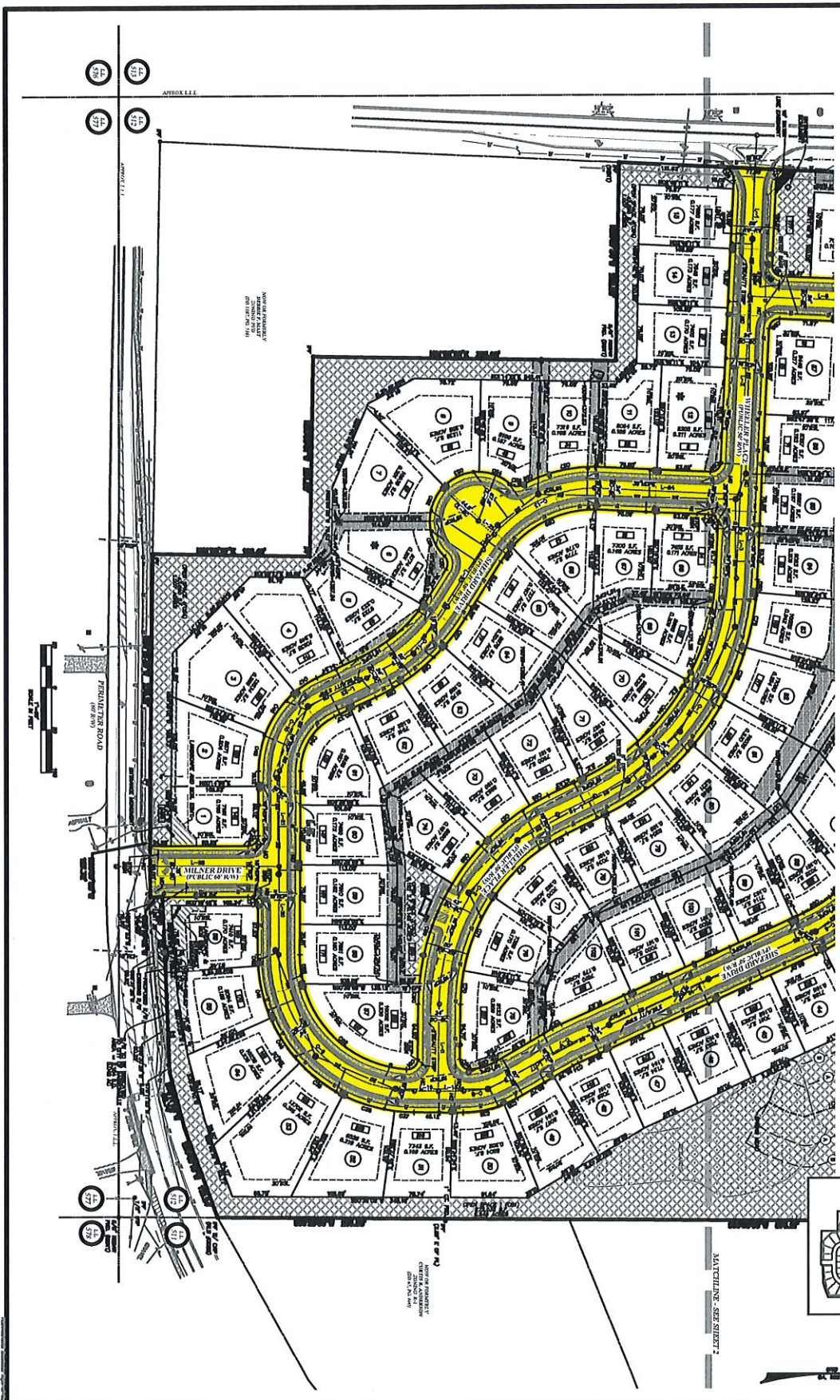
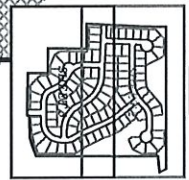
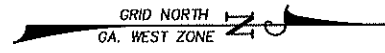
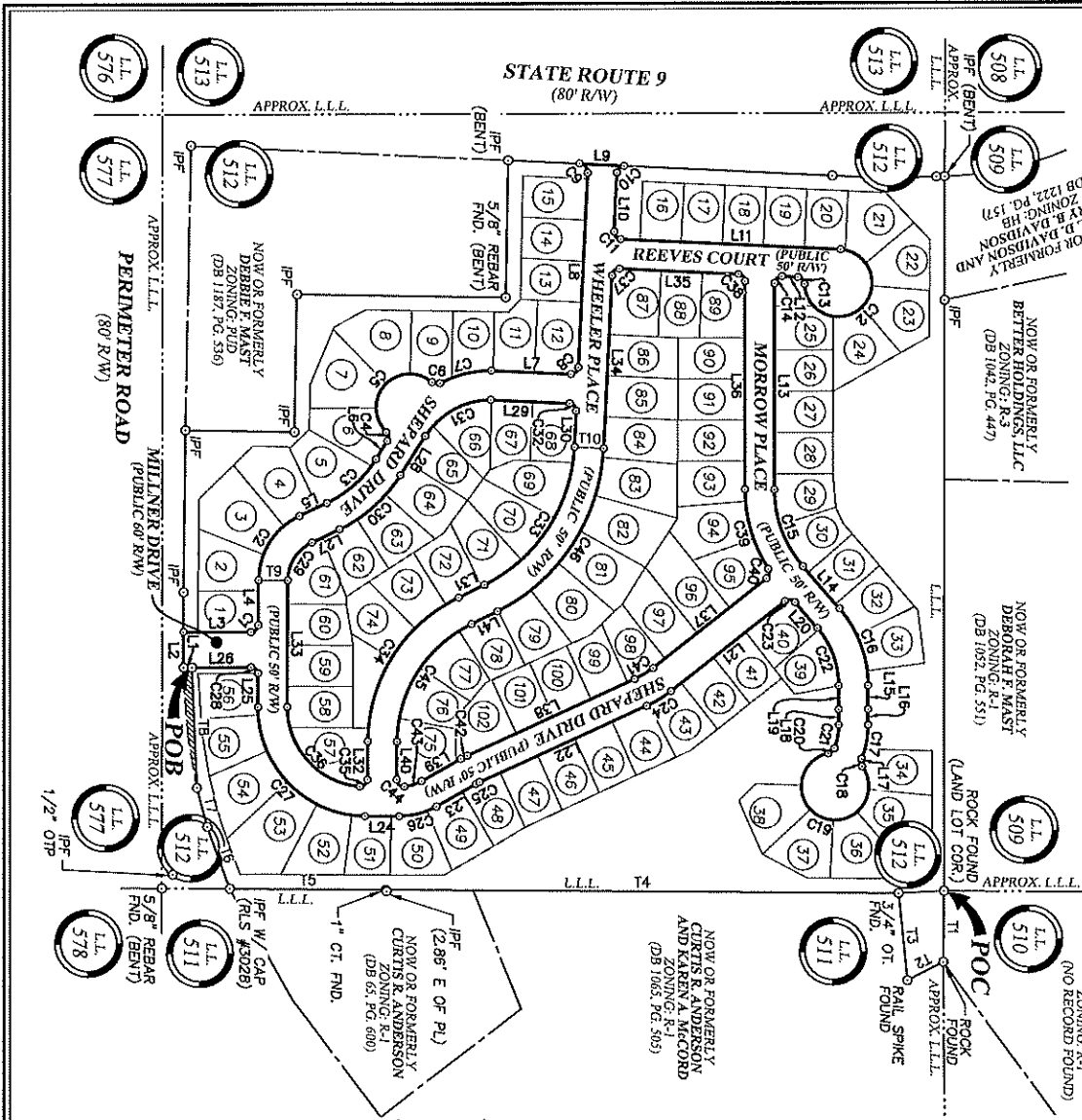


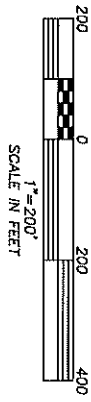
EXHIBIT A

RIGHT-OF-WAY EXHIBIT FOR: SWEETWATER PRESERVE

LOCATED IN LAND LOTS 511 & 512
4th DISTRICT, 1st SECTION
CITY OF DAWSONVILLE
DAWSON COUNTY, GEORGIA
DECEMBER 13, 2023



TOTAL RIGHT-OF-WAY AREA=
5.799 ACRES



107 Mountain Brook Drive, Suite 104 Cumma, GA 30115
www.gunninsurveying.com License No. LSF 000183

TS 678.880.7502
FST 678.805.4751

GUNNIN

LAND SURVEYING

DRAWN BY: KGD	
CHECKED BY: AWG	
PROJECT NO. 18109	
SHEET	OF
1	2

EXHIBIT A

RIGHT-OF-WAY EXHIBIT FOR: SWEETWATER PRESERVE

LOCATED INLAND LOTS 511 & 512
4th DISTRICT, 1st SECTION
CITY OF DAWSONVILLE
DAWSON COUNTY, GEORGIA
DECEMBER 13, 2023

THE LINE CALL TABLE

LINE	BEARING	DISTANCE
11	S89°24.16' E	121.07'
12	S26°46.28' E	68.64'
13	S84°09.13' W	149.11'
14	S00°13.06' W	875.21'
15	S00°28.59' W	256.58'
16	S89°49.19' W	112.24'
17	S75°11.53' W	68.74'
18	S87°37.49' W	205.34'
19	N00°15.42' E	50.00'
110	N02°47.35' E	50.00'

RIGHT-OF-WAY
CALL TABLE

LINE	BEARING	DISTANCE
11	S00°15.42' W	14.40'
12	S89°57.53' W	60.80'
13	N00°15.42' E	115.66'
14	N89°44.18' W	75.24'
15	N25°04.07' W	52.50'
16	N57°31.52' W	36.83'
17	N02°43.55' E	136.40'
18	N87°12.23' W	331.11'
19	N02°48.19' E	77.00'
110	S87°12.23' E	101.07'
111	N02°47.38' E	375.46'
112	S02°47.38' W	27.05'
113	S89°54.48' E	350.83'
114	N40°09.13' E	94.83'
115	S89°54.48' E	40.78'
116	S89°54.39' E	26.18'
117	S89°28.19' E	26.17'
118	N89°28.48' W	26.17'
119	N89°28.48' W	58.47'
120	S89°09.13' W	58.47'
121	S38°07.09' E	247.17'
122	S24°16.54' E	314.07'
123	S29°45.16' E	78.46'
124	S00°28.59' W	58.56'
125	N89°44.18' W	57.63'
126	S00°15.42' W	101.04'
127	N25°04.07' W	52.50'
128	N57°31.59' W	78.68'
129	N02°43.55' E	135.13'
130	S87°12.25' E	61.71'
131	S26°01.57' E	48.75'
132	S89°26.37' E	64.90'
133	N89°44.18' W	215.89'
134	N87°12.25' W	294.73'
135	N02°47.38' E	203.73'
136	S89°54.46' E	354.33'
137	S38°07.09' E	246.34'
138	S24°16.54' E	314.07'
139	S29°45.16' E	76.46'
140	N89°26.38' W	64.70'
141	N26°01.57' W	48.75'

RIGHT-OF-WAY CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	18.85'	12.00'	N44°44.18' W	15.97'
C2	136.57'	121.00'	N57°24.13' W	139.44'
C3	113.34'	200.00'	N41°18.05' W	111.83'
C4	16.44'	12.00'	S83°12.57' W	15.19'
C5	178.05'	57.51'	N47°20.17' W	114.98'
C6	14.51'	12.00'	N06°43.40' E	13.64'
C7	89.85'	143.82'	N13°54.08' W	88.96'
C8	18.84'	12.00'	N42°14.15' W	16.96'
C9	23.56'	15.00'	S47°47.57' W	21.21'
C10	18.85'	12.00'	S42°12.03' E	16.97'
C11	18.85'	12.00'	N47°47.57' E	16.97'
C12	265.99'	57.50'	S43°27.03' E	84.76'
C13	18.07'	12.00'	S45°55.56' W	16.41'
C14	19.42'	12.00'	S43°33.34' E	17.37'
C15	142.86'	200.00'	N89°37.15' E	139.86'
C16	142.82'	200.00'	N89°34.52' E	139.82'
C17	56.20'	180.00'	S89°18.42' E	58.87'
C18	72.11'	12.00'	N62°38.44' E	11.67'
C19	293.83'	57.50'	S21°01.02' W	61.98'
C20	40.66'	14.00'	N40°06.52' W	13.41'
C21	40.66'	110.00'	N19°19.16' W	40.42'
C22	106.94'	150.00'	S68°34.50' W	104.69'
C23	18.28'	12.00'	S05°31.03' W	16.58'
C24	48.30'	200.00'	S31°12.02' E	48.19'
C25	7.16'	75.00'	S27°01.05' E	7.16'
C26	65.97'	125.00'	S14°38.09' E	65.21'
C27	289.88'	185.00'	S45°22.21' W	261.12'
C28	16.93'	12.35'	S40°08.09' W	15.64'
C29	80.14'	71.00'	N57°24.13' W	75.95'
C30	141.64'	250.00'	N41°17.53' W	139.75'
C31	131.36'	131.13'	N28°57.04' W	125.93'
C32	18.86'	12.00'	N47°45.45' E	16.98'
C33	293.62'	275.00'	S56°37.11' E	279.87'
C34	304.35'	275.00'	S57°44.17' E	289.06'
C35	19.65'	12.00'	S42°31.19' E	17.53'
C36	202.31'	135.00'	S47°19.51' W	183.90'
C37	18.85'	12.00'	N42°12.23' W	16.97'
C38	18.28'	12.00'	N46°26.28' E	16.57'
C39	142.70'	250.00'	N73°44.06' E	140.78'
C40	17.70'	12.00'	S80°22.07' E	16.14'
C41	36.23'	150.00'	S31°12.02' E	36.14'
C42	11.94'	125.00'	S27°01.05' E	11.94'
C43	31.13'	75.00'	S17°51.45' E	30.91'
C44	20.22'	12.00'	S42°17.39' W	17.91'
C45	249.02'	225.00'	N57°44.17' W	236.50'
C46	347.00'	325.00'	N56°37.11' W	330.75'

GUNNIN
LAND SURVEYING

107 Mountain Brook Drive, Suite 104 Canton, GA 30115
www.gunnsurveying.com License No. LSF-001033



T578.880.5902
F578.609.4731

DRAWN BY: KGD
CHECKED BY: AWG

PROJECT NO. 18109

SHEET OF

2 2

**INDEMNITY & UNDERTAKING AGREEMENT
(GAP)**

WHEREAS, The City of Dawsonville ("City") is to take title to the roads and right of way (the "Dedication") as stated in the Title Certificate (attached hereto as Exhibit "A") from Starlight Homes Georgia L.L.C. ("Starlight");

AND WHEREAS, the City has raised as title exceptions on certain defects or other matters, hereinafter referred to as the "Exception", more particularly described as follows:

Any defect, lien, encumbrance, adverse claim or other matter that appears for the first time in the Public Records or is created, attaches or is disclosed between the Effective Date of the Title Certificate attached hereto as "Exhibit A" and the date of Dedication.

NOW THEREFORE, in consideration of the issuance of the Dedication, to the extent permitted by law, the undersigned, hereby covenants and agrees with the City:

1. to forever fully protect, defend and save the City harmless from and against the Exception, in and from any and all actual loss, costs, damages, attorney's fees, and expenses of every kind and nature which it may suffer, expend or incur, or by reason, or in consequence of the Dedication on account, or in consequence, or growing out of the Exception only, or on account of the assertion or enforcement or attempted assertion or enforcement thereof or of any rights existing or hereafter arising, or which may at any time be claimed to exist under, or by reason, or in consequence, or growing out of the Exception;
2. to pay, discharge, satisfy or remove the Exception and, when the Exception appears as a matter of public record, to clear the record by recording or filing of releases, assignments, deeds or other appropriate instruments, or by the procurement of a final court order or judgment entered by a court of competent jurisdiction quieting the title of the insured, or declaring the Exception to be null and void and of no force and effect, on or before 30 DAYS AFTER RECEIPT OF DEMAND FROM THE CITY; and
3. that each and every provision herein shall extend and be in force concerning the Dedication.

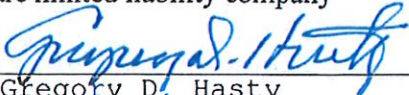
The undersigned agrees that this Agreement is not intended to give any benefits, rights, privileges, actions or remedies to any person or party, other than the City, as a third-party beneficiary or otherwise under any theory of law.

The undersigned hereby agrees that in lieu of an original written signature the facsimile or the electronically transmitted signature on this document will constitute a valid original signature to this document and can be relied upon for enhancement purposes.

[Remainder of page intentionally left blank; Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of, 2023.

STARLIGHT HOMES GEORGIA L.L.C.,
a Delaware limited liability company

By:  (SEAL)
Name: Gregory D. Hasty
Title: VP of Land Development

CITY OF DAWSONVILLE, a political
Subdivision of the State of Georgia

By: _____
Name: _____
Title: _____

Exhibit "A"

Title Certificate

[INSERTED ON FOLLOWING PAGE]

EXHIBIT "A"

LIMITED CERTIFICATE OF TITLE

by
PIEDMONT LAW GROUP
of Garcia & Benkert LLC
100 Crescent Centre Parkway
Suite 300
Tucker, Georgia 30084
404/460-4466

October 25, 2023

City of Dawsonville
415 Hwy 53 East
Suite 100
Dawsonville, GA 30534

RE: Starlight Homes Georgia L.L.C. – Limited Certificate of Title for City of Dawsonville; Property located in Land Lots 511 and 512 of the 14th District, Dawson County, Georgia,
Our File No. 33640.00

Dear Sir or Madam:

This is to certify that we have examined the record of title to the real estate described in Exhibit A attached to this certificate and incorporated herein by this reference and made a part hereof (the "Property") subsequent to the date of April 26, 2019, and we find the fee simple title to the Property to be vested in **Starlight Homes Georgia L.L.C., a Delaware limited liability company**, by virtue of (i) Limited Warranty Deed between Fall Leaf Residential, LLC, a Georgia limited liability company, and Starlight Homes Georgia L.L.C., a Delaware limited liability company, dated April 25, 2019, filed for record April 26, 2019, recorded in Deed Book 1343, page 33, Dawson County, Georgia Records; and (ii) Quitclaim Deed between Fall Leaf Residential, LLC, a Georgia limited liability company, and Starlight Homes Georgia L.L.C., a Delaware limited liability company, dated April 25, 2019, filed for record April 26, 2019, recorded in Deed Book 1343, page 37, aforesaid records; subject to those objections and exceptions as follows:

1. All taxes for the year 2024 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Effective Date.
 - (a) Note: For informational purposes, taxes are not being billed for the internal streets within Sweetwater Preserve subdivision. No taxes are being billed under Starlight Homes Georgia L.L.C. for any property within this subdivision subsequent to 2021.
2. Declaration of Protective Covenants, Conditions, Restrictions and Easements for Sweetwater Preserve by Starlight Homes Georgia L.L.C., as Declarant, dated August 20,

2019, filed for record August 28, 2019, recorded in Deed Book 1363, page 543, Dawson County, Georgia Records; as affected by that certain Termination of Rights of Declarant Under the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Sweetwater Preserve by Starlight Homes Georgia L.L.C., as Declarant, dated March 26, 2021, filed for record April 6, 2021, recorded in Deed Book 1485, page 330, aforesaid records; as affected by that certain Quitclaim Deed by and between Starlight Homes Georgia L.L.C. and Sweetwater Preserve Community Association, Inc., dated March 26, 2021, filed for record April 6, 2021, recorded in Deed Book 1485, page 333, aforesaid records; as affected by that certain Entry Feature and Landscaping Easement Agreement by and between David Henry Hitch and Vickie Mae Hitch and Sweetwater Preserve Community Association, Inc., dated September 9, 2020, filed for record April 30, 2021, recorded in Deed Book 1492, page 627, aforesaid records; as affected by that certain Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Sweetwater Preserve and Bylaws of Sweetwater Preserve Community Association, Inc. by the Sweetwater Preserve Community Association, Inc., dated May 13, 2022, filed for record May 17, 2022, recorded in Deed Book 1578, page 47, aforesaid records.

3. Underground Easement by Starlight Homes Georgia LLC to Georgia Power Company, dated August 28, 2019, filed for record October 11, 2019, recorded in Deed Book 1372, page 264, aforesaid records.
4. Stormwater Management/BMP Maintenance Agreement by and between Starlight Homes Georgia, LLC and the City of Dawsonville, dated December 19, 2019, filed for record December 19, 2019, recorded in Deed Book 1383, page 447, aforesaid records.
5. Facts and matters shown on that certain Final Plat of Sweetwater Reserve by Gunnin Land Surveying, dated October 16, 2019, filed for record February 6, 2020, recorded in Plat Book 85, Pages 66-81, aforesaid records; as affected by that certain Final Plat of Sweetwater Preserve by Gunnin Land Surveying, last revised June 3, 2020, filed for record June 8, 2020, recorded in Plat Book 85, page 116, aforesaid records.
6. All matters appearing of record prior to April 26, 2019.
7. All matters shown as exceptions in Schedule B of that certain First American Title Insurance Company Owner's Policy No. 5011413-0179834e, dated April 26, 2019.

AS A MATTER OF INFORMATION, the following exceptions are listed in the above-referenced policy:

- i. Easement from Mrs. Katie Lee Tatum to Georgia Power Company, dated August 10, 1966, filed August 23, 1966, recorded in Deed Book 5, page 321, Dawson County, Georgia Records.
- ii. Right of Way Deed from Mrs. Katie Lee Tatum to Dawson County, dated July 16, 1974, filed September 17, 1974, recorded in Deed Book 29, page 747, aforesaid records.

- iii. All matters shown on recorded plat filed June 28, 1983 in Plat Book 13, page 229, aforesaid records.
- iv. Easement from Ivan J. Anderson to Georgia Power Company, dated September 27, 1956, filed September 29, 1956, recorded in Deed Book Y, page 21, aforesaid records.

All questions with reference to the following are expressly excepted from this certificate, and this opinion is limited to the names of married women as they appear in the chain of title and as furnished to examining counsel:

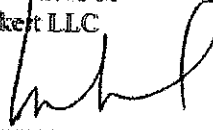
- (a) All matters of record subsequent to the date of this certificate;
- (b) Matters affecting the title which are not of record, or which, if they are of record, are not indexed in such a manner that a reasonably prudent search would have revealed them to the examiner;
- (c) Such state of facts as would be disclosed by a competent civil engineer's accurate survey of the Property (it is always advisable that a survey be made in order to determine if there are encroachments, overhangs, overlaps, that the improvements are within the boundaries of subject Property, and that the lines and corners of the Property are clearly marked);
- (d) Encroachments, except such as in our opinion do not materially affect the value of the Property;
- (e) Title to that portion of the Property within the bounds of any public road;
- (f) The riparian rights of abutting owners on any stream running through the Property;
- (g) Adverse claims of tenants in possession;
- (h) All zoning laws, ordinances or regulations, municipal or county, and all governmental regulations of the use and occupancy of the Property described, including the regulations or condemnation of the land or any building or structure thereon;
- (i) Taxes not due and payable at the date of this certificate, and those being due at all future times;
- (j) Unrecorded claims of lien for labor or material furnished for the improvement of the Property;
- (k) Street improvement liens which have not been properly placed of record;
- (l) Past due water and sewer service bills;
- (m) Bills for utilities used in connection with the premises and any impediments to the transfer of accounts for said utilities to a new owner or occupant of the property;
- (n) Pay-as-you-enter water or sewer lines, which while not technically liens, will be payable upon connection with such lines; and
- (o) Notwithstanding anything to the contrary contained in the legal description of the Property described herein, no certification is afforded as to the exact amount of acreage contained in the Property.

This Limited Certificate of Title is based upon First American Title Insurance Company Owner's Policy No. 5011413-0179834e, dated April 26, 2019, and no certification is given to matters appearing of record prior to said date.

The date through which this certificate of title is effective is October 10, 2023 at 5:00
o'clock p.m.

PIEDMONT LAW GROUP
of Garcia & Benkert LLC

By:



Isabel M. Garcia,
For the Firm

IMG/mmg

4885-4480-1204, v. 1

EXHIBIT "A"
PROPERTY DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 511 and 512 of the 4th District, 1st Section, City of Dawsonville, Dawson County, Georgia, being designated as **Reeves Court (Public 50' R/W), Morrow Place (Public 50' R/W), Shepard Drive (Public 50' R/W), Wheeler Place (Public 50' R/W) and Milner Drive (Public 60' R/W)** on that certain **Final Plat of Sweetwater Preserve**, prepared by Gunnin Land Surveying, containing the seal of Albert W. Gramling, Jr., Georgia Registered Land Surveyor No. 2983, dated October 16, 2019, and recorded June 8, 2020 in Plat Book 85, Pages 116-118, Dawson County, Georgia land records, reference to said plat of survey and the record thereof being hereby made for a more complete description.

November 15, 2023

City of Dawsonville
Planning & Zoning Department
415 Highway 53E, Suite 100
Dawsonville, Georgia 30534

Re: ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 511 and 512 of the 4th District, 1st Section, City of Dawsonville, Dawson County, Georgia, being designated as Reeves Court (Public 50' R/W), Morrow Place (Public 50' R/W), Shepard Drive (Public 50' R/W), Wheeler Place (Public 50' R/W) and Milner Drive (Public 60' R/W) on that certain **Final Plat of Sweetwater Preserve**, prepared by Gunnin Land Surveying, containing the seal of Albert W. Gramling, Jr., Georgia Registered Land Surveyor No. 2983, dated October 16, 2019.

Dear Sir or Madame:

In consideration of a fee to be paid, this is to certify that I have examined the properly indexed deed records of Dawson County, Georgia as of October 10, 2023, and we find marketable, fee simple title to the above captioned property is vested in Starlight Homes Georgia L.L.C., a Delaware limited liability company by virtue of: (i) that certain Limited Warranty Deed between Fall Leaf Residential, LLC, a Georgia limited liability company, and Starlight Homes Georgia L.L.C., a Delaware limited liability company, dated April 25, 2019, filed for record April 26, 2019, recorded in Deed Book 1343, page 33, Dawson County, Georgia Records; and (ii) that certain Quitclaim Deed between Fall Leaf Residential, LLC, a Georgia limited liability company, and Starlight Homes Georgia L.L.C., a Delaware limited liability company, dated April 25, 2019, filed for record April 26, 2019, recorded in Deed Book 1343, page 37, aforesaid records, subject to the following exceptions to-wit:

1. All taxes for the year 2024 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Effective Date.
2. Declaration of Protective Covenants, Conditions, Restrictions and Easements for Sweetwater Preserve by Starlight Homes Georgia L.L.C., as Declarant, dated August 20, 2019, filed for record August 28, 2019, recorded in Deed Book 1363, page 543, Dawson County, Georgia Records; as affected by that certain Termination of Rights of Declarant Under the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Sweetwater Preserve by Starlight Homes Georgia L.L.C., as Declarant, dated March 26, 2021, filed for record April 6, 2021, recorded in Deed Book 1485, page 330, aforesaid

records; as affected by that certain Quitclaim Deed by and between Starlight Homes Georgia L.L.C. and Sweetwater Preserve Community Association, Inc., dated March 26, 2021, filed for record April 6, 2021, recorded in Deed Book 1485, page 333, aforesaid records; as affected by that certain Entry Feature and Landscaping Easement Agreement by and between David Henry Hitch and Vickie Mae Hitch and Sweetwater Preserve Community Association, Inc., dated September 9, 2020, filed for record April 30, 2021, recorded in Deed Book 1492, page 627, aforesaid records; as affected by that certain Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Sweetwater Preserve and Bylaws of Sweetwater Preserve Community Association, Inc. by the Sweetwater Preserve Community Association, Inc., dated May 13, 2022, filed for record May 17, 2022, recorded in Deed Book 1578, page 47, aforesaid records.

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AS A MATTER OF INFORMATION, the following exceptions are listed in the above-referenced policy:

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All questions with reference to the following are expressly excepted from this certificate, and this opinion is limited to the names of married women as they appear in the chain of title and as furnished to examining counsel:

- (a) All matters of record subsequent to the date of this certificate;
- (b) Matters affecting the title which are not of record, or which, if they are of record, are not indexed in such a manner that a reasonably prudent search would have revealed them to the examiner;
- (c) Such state of facts as would be disclosed by a competent civil engineer's accurate survey of the Property (it is always advisable that a survey be made in order to determine if there are encroachments, overhangs, overlaps, that the improvements are within the boundaries of subject Property, and that the lines and corners of the Property are clearly marked);
- (d) Encroachments, except such as in our opinion do not materially affect the value of the Property;
- (e) Title to that portion of the Property within the bounds of any public road;
- (f) The riparian rights of abutting owners on any stream running through the Property;
- (g) Adverse claims of tenants in possession;
- (h) All zoning laws, ordinances or regulations, municipal or county, and all governmental regulations of the use and occupancy of the Property described, including the regulations or condemnation of the land or any building or structure thereon;
- (i) Taxes not due and payable at the date of this certificate, and those being due at all future times;
- (j) Unrecorded claims of lien for labor or material furnished for the improvement of the Property;
- (k) Street improvement liens which have not been properly placed of record;
- (l) Past due water and sewer service bills;
- (m) Bills for utilities used in connection with the premises and any impediments to the transfer of accounts for said utilities to a new owner or occupant of the property;

City of Dawsonville
Planning & Zoning Department
November 15, 2023
Page 4

- (n) Pay-as-you-enter water or sewer lines, which while not technically liens, will be payable upon connection with such lines; and
- (o) Notwithstanding anything to the contrary contained in the legal description of the Property described herein, no certification is afforded as to the exact amount of acreage contained in the Property.

This certificate is effective as of 5:00 p.m. on October 10, 2023, and is restricted to the sole use of the addressees herein and is strictly limited to matters set forth in the period of time certified.

Sincerely,

Lisa A. Crawford

MANAGER WRITTEN CONSENT
OF
STARLIGHT HOMES GEORGIA L.L.C.
IN LIEU OF A MEETING

The undersigned Manager of **STARLIGHT HOMES GEORGIA L.L.C.** (the "Company"), hereby consents to the adoption of the following resolution by written consent.

WHEREAS, pursuant to Section 7.11 of the Operating Agreement of the Company, the Managers of the Company have the authority to designate officers of the Company, with such authority and to perform such duties as the Managers may, from time to time, delegate to them;

WHEREAS, pursuant to Section 7.3 of the Operating Agreement of the Company the Member has authorized each Manager to make such designations by themselves and without the necessity of any other approval or authorization;

WHEREAS, Greg Hasty serves as the Director of Land Development for a Company affiliate, Ashton Atlanta Residential, L.L.C ("Ashton Atlanta"); and

WHEREAS, in order to facilitate the operations of the Company, the undersigned Manager wishes to confer on and ratify the respective authority of Mr. Hasty to sign contracts and other business documents entered into by the Company in the ordinary course of business, including the purchase, sale, conveyance, lease or other encumbrance of real property.

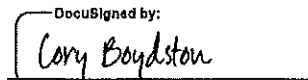
NOW, THEREFORE, BE IT RESOLVED as follows:

So long as Mr. Hasty is employed by Ashton Atlanta, Mr. Hasty shall be an Authorized Representative of the Company with full power and authority to sign contracts, plats and other business documents on behalf of the Company necessary for the ordinary course operations of the Company.

FURTHER RESOLVED, that all actions previously taken by Mr. Hasty in the name or on behalf of the Company consistent with the authorization and appointment contemplated by the foregoing resolutions are hereby adopted, ratified, confirmed, authorized and approved.

IN WITNESS WHEREOF, the undersigned Manager of the Company has executed this written consent as of the date specified below.

Date: 12/21/2022

DocuSigned by:

7E10B90F-C4F248E...
Cory Boydston
Manager