

**AGENDA**  
**CITY COUNCIL REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, March 6, 2023**  
**5:00 P.M.**

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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
    - Regular Meeting held February 6, 2023
  - b. Approve Amendment to 2023 Solid Waste Collection Service Contract
  - c. Approve National Prescription Opiate Litigation Settlement Documents

**PUBLIC HEARING**

8. ZA-C2300078: Sherry Phillips has petitioned a zoning amendment for TMP D02 013, Located at 129 Stegall Place from R-2 (Single-Family Residential District) to RMM (Residential Manufactured/Moved). Public Hearing Dates: Planning Commission on February 13, 2023 and City Council on March 6, 2023. City Council for a decision on March 20, 2023.

**BUSINESS**

9. VAR-C2300077: Sherry Phillips has requested a variance for mobile home placement on less than the required 3-acre minimal lot size for TMP D02 013, Located at 129 Stegall Place. Public Hearing Date: Planning Commission on February 13, 2023, and City Council on March 20, 2023. City Council for a decision on March 20, 2023.
10. Ordinance No. 01-2023: An Ordinance to Amend the Code of the City of Dawsonville, Georgia, To Add Section 5-1: Regulations Regarding Columbarium; To Amend Portions of the Existing Fee Schedule to Provide a New Fee Schedule For Columbariums; To Provide For An Effective Date, And For Other Purposes. First Reading: February 6, 2023; Second Reading and Consideration to Adopt: March 6, 2023.
11. Special Event Permit w. Road Closure, KARE for Kids Easter Egg Hunt: April 8, 2023
12. Consider Promotion of Jacob Barr to Utility Director
13. Upgrade to SCADA System
14. Proposal for Water and Sewer Rate Study
15. Dawsonville History Museum Lease Update
16. Impact Fee Study Update
17. Comprehensive Downtown Strategic Plan Update

**EXECUTIVE SESSION, IF NEEDED**

**ADJOURNMENT**

***The next scheduled City Council meeting is Monday, March 20, 2023***

*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

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SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 03/06/2023

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PURPOSE FOR REQUEST:

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

- a. Approve Minutes
    - Regular Meeting held February 6, 2023
  - b. Approve Amendment to 2023 Solid Waste Collection Service Contract
  - c. Approve National Prescription Opiate Litigation Settlement Documents
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DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7a

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SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 03/06/2023

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST:

**TO APPROVE THE MINUTES FROM:**

- **REGULAR MEETING HELD FEBRUARY 6, 2023**
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HISTORY/ FACTS / ISSUES:

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OPTIONS:

**AMEND OR APPROVE AS PRESENTED**

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly Banister, City Clerk

**MINUTES**  
**CITY COUNCIL REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, February 6, 2023**  
**5:00 P.M.**

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1. **CALL TO ORDER:** Mayor Eason called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Present were Councilmember John Walden, Councilmember Mark French, Councilmember Caleb Phillips, Councilmember William Illg, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utilities Operations Manager Jacob Barr, Finance Administrator Robin Gazaway, Planning Director Harmit Bedi and Director of Downtown Development Amanda Edmondson.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Walden.
4. **ANNOUNCEMENTS:** Mayor Eason announced the first Food Truck Friday will take place on May 5, 2023 at the Farmer's Market Pavilion. He further commented on the future construction of the Pickleball and Basketball courts planned for Main Street Park.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by J. Walden; second by M. French. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** None
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a - d) made by J. Walden; second by M. French. Vote carried unanimously in favor.
  - a. Approve Minutes
    - Regular Meeting held January 12, 2023
    - Executive Session held January 12, 2023
  - b. Approve 2023 Farmer's Market Use Agreement
  - c. Approve SAFEbuilt Agreement for Supplemental Services
  - d. Approve Financial Policy Update
8. **EMPLOYEE RECOGNITION:** The Mayor and Council awarded a two-year service award to Robin Gazaway and the January 2022 Employee of the Month award to Westin Lee.

**BUSINESS**

9. **ZA-C2300046:** Eastwood Homes of Georgia, LLC has petitioned a change of zoning condition for TMP 082 021; Located at 592 Hwy 53 West, with a city zoning of RPC (Residential Planned Community). Applicant is requesting a removal stipulation 1a and 1b of ZA-C900004 pertaining to Housing for Older Persons Act (fifty-five (55) years of age or older). Public Hearing Dates: Planning Commission on December 12, 2022 and City Council on January 12, 2023. City Council for a decision on February 6, 2023.

Planning Director Bedi presented the zoning amendment request including the history of the property and the stipulations recommended by the Planning Department; the Planning Commission approved the zoning amendment with the recommended stipulations. Councilmember Illg asked about the placement of sidewalks and whether or not they were inside and/or outside of the development. Scott Dozier, president of Eastwood Homes of Georgia, stated they were planned for the inside of the development only. Councilmember Walden asked if Eastwood Homes would consider contributing to sidewalks located outside of the development on Hwy 53 to Howser Mill Road to allow connectivity for the residents. Discussion occurred regarding this option.

Motion to approve the zoning amendment with the stipulations represented in the attached "Exhibit A" and to remove the stipulation of 1a and 1b of ZA-C900004 pertaining to Housing for Older Persons Act (fifty-five (55) years of age or older) made by C. Phillips; second by M. French. Vote carried unanimously in favor.

10. **2022 GEORGIA EPD WATER LOSS AUDIT REPORT:** Utilities Operation Manager Barr reported on the audit stating it was the first year the City was required to perform the audit report due to the population increase. He stated the City had a 21.6% water loss not accounted for through regular metering processes. Ninety one percent is considered "real" loss; water that doesn't make it to the customer's meter. Nine percent is considered apparent loss; water that makes it to the customer's

**MINUTES**  
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meter but is not accurately accounted for. Apparent losses should improve with the replacement of the water meters; well meters are fairly new and should be tested annually. Flushing lines and firefighting are also a part of the unaccounted for water loss. He further reported the water loss audit was good considering it was the City's first one.

- 11. AN ORDINANCE TO AMEND THE CODE OF THE CITY OF DAWSONVILLE, GEORGIA, TO ADD SECTION 5-1: REGULATIONS REGARDING COLUMBARIUM; TO AMEND PORTIONS OF THE EXISTING FEE SCHEDULE TO PROVIDE A NEW FEE SCHEDULE FOR COLUMBARIUMS; TO PROVIDE FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES. FIRST READING: FEBRUARY 6, 2023; SECOND READING AND CONSIDERATION TO ADOPT: MARCH 6, 2023.**

Mayor Mike Eason read the first reading of Ordinance No. 01-2023. Finance Administrator Gazaway provided a summary of the ordinance.

- 12. REPORT OF APPROVED ADMINISTRATIVE VARIANCE #AVAR-C2300057:** Planning Director Bedi reported on AVAR-C2300057 stating he approved a reduced side setback of eight inches from the required five foot side setback. No comments in favor of or opposition to were received from neighboring properties.
- 13. MODIFICATION REQUEST FOR MUSEUM ENTRANCE:** Museum Director Cindy Elliott reported that she has three bids to replace the doors ranging from \$28,000 to \$37,000. This would include changing the doors to eight feet tall and having them be wide enough to move cars in and out of them and to have the framing redone in black to match the rest of the building. Discussion occurred surrounding the options to split the cost of replacement.

Motion made to split the cost by 85/15% with the City contributing 85% to be paid out of General Fund Reserves and the museum paying 15% made by M. French; second by C. Phillips. Councilmember Illg asked if the City's contribution will be made on the lowest responsive bid of \$28,000. Councilmember French believed it would be the lowest bid and asked if that was Ms. Elliott's recommendation; she stated it would be around \$30,000. Councilmember Illg stated the City's contribution would equal \$25,500 based on 85% of the approximate \$30,000 bid. Vote carried unanimously in favor.

- 14. CONSIDER CANCELLATION OF FEBRUARY 20, 2023 CITY COUNCIL MEETING:** Motion to cancel the February 20, 2023 City Council meeting made by J. Walden; second by C. Phillips. Vote carried unanimously in favor.

#### **STAFF REPORTS**

- 15. BOB BOLZ, CITY MANAGER:** City Manager Bolz provided his report in the agenda packet and reported that there were eleven leak adjustments totaling \$1,559.53. Councilmember Illg asked when the City anticipates having the zip line on the playground repaired; Public Works Director Hansard did not currently have a timeline but will reach out to the vendor again.
- 16. ROBIN GAZAWAY, FINANCE ADMINISTRATOR:** Finance Director Gazaway presented the financial reports representing fund balances and activity provided through January 31, 2023.

#### **EXECUTIVE SESSION**

##### **ADJOURNMENT:**

At 5:35 p.m. a motion to adjourn the meeting was made by J. Walden; second by M. French. Vote carried unanimously in favor.

*(signatures on following page)*

**MINUTES  
CITY COUNCIL REGULAR MEETING  
G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor  
Monday, February 6, 2023  
5:00 P.M.**

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***Approved this 6<sup>th</sup> day of March 2023***

By: CITY OF DAWSONVILLE

\_\_\_\_\_  
Mike Eason, Mayor

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

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

\_\_\_\_\_  
John Walden, Councilmember Post 3

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

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

DRAFT

## STIPULATIONS CONCERNING ZA-C2300046

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1. A planted buffer to City buffer standards of at least one hundred (100) feet in width shall be created along the boundary of parcels 082 020 001, 082 023 002 and 082 023 003. Additionally, a planted buffer to City buffer standards of at least fifty (50) feet in width shall be created between the development and any other adjoining property line. (Approved on June 3, 2019)
2. A maximum of seventy percent (70%) of land determined to be unusable, including, but no way limited to, floodplains, may be considered in calculating density. The overall number of units shall not exceed 90 units **(last stipulation it was 140)**. (Approved on June 3, 2019 / modified)
3. At no point in time may an entrance to the Property / Development be placed on Howser Mill Road other than for emergency access as required by the Fire Marshall. All access to the Property/Development shall be from Highway 53 (other than the emergency access on Howser Mill). (Approved on June 3, 2019)
4. Prior to and as precondition to the issuance of a Site Development Permit, the Owner and/or Developer of the Property /Development shall complete an independent Traffic Study (not done by applicant Ensite Civil Consulting, LLC) and have the same approved by the Georgia Department of Transportation and the City Street Department Director of the impact of the Property/Development as proposed including, not in no way limited to the placement of the traffic lights and/or round-about, as related to the entrance to the Property/Development on Ga. Highway 53 and/or the impact of the proposed development on Ga. Highway 53 Howser Mill Road intersection. Prior to and as a precondition to the issuance of a Site Development Permit, the Owner and/or Developer of the Property/Development shall fund and construct any street improvements called for in the Traffic Study as approved by the Georgia Department of Transportation and the City Street Department Director. (Approved on June 3, 2019)
5. Prior to and as a precondition to the issuance of a Site Development Permit, the Owner and/or Developer of the Property/Development will install at the Owner/Developer's expense such water and sewer lines as are necessary to reach the Property/Development from the existing City water and sewer line infrastructure as determined by the City Engineer, including the installation of any necessary sewer lift stations. (Approved on June 3, 2019)
6. The following shall be placed on all final plats and individual surveys, "NOTICE: This property lies withing a rural area and agricultural activities creating dust, noise, and odors may occur in the vicinity. Understanding this, the grantee and successors in title forgo their right to claim against any agricultural operator in the area who has not been negligent." (Approved on June 3, 2019)
7. The owner/developer shall keep the driveway for the adjacent property owner of TMP 083 009 open and will repair any damage sustained during construction. (Approved on June 3, 2019)
8. Dedicate to the City 20' ROW along the property line on Hwy. 53 West for future road improvements.
9. Dedicate to the City 20' ROW along the property line along Howser Mill Road for future road improvements.
10. All roads within the subdivision shall be public roads. The roads shall be built meeting the City's development standards. The City Engineer and /or the Planning and Zoning Director may request "loaded truck" roll over inspection and core tests, prior to final approval / acceptance of the final plat.
11. The owner/developer shall Grade (sidewalk installation ready) the front along Hwy. 53 West and front along Howser Mill Road for installation/accommodation of 5' sidewalk for future development. Such areas must be stabilized with grass or other means to avoid any erosion after grading.
12. The plans shall provide engineered designed (only) second entrance along Howser Mill Road for future access / development/connectivity.
13. Provide adequate size children's park / picnic area, meeting architectural design standards, for the residents with picnic/gathering area, children's play area, children's play equipment, adequate size (meeting architectural design standards) commercial designed and commercial material gazebo with fire pit. The developer shall submit list of children's play equipment to the Director, Planning and Zoning, for approval. This amenity area shall be completed and approved by the Building Official prior to obtaining Certificate of Occupancy prior to completion of 30% of the houses in the subdivision.

14. The streetlights shall be of decorative design throughout the subdivision.
15. The emergency entrance gate, along Howser Mill Road, design, material and installation shall be approved by the Dawson County Fire Marshal and Director, Planning and Zoning. The owner/developer must submit copy of the approval document to the Director, Planning and Zoning Department for the City records.
16. The Knox Box/Lock must be as customary on similar projects in Dawson County and must have approval of the Fire Marshall.
17. The emergency entrance gate and surroundings along Howser Mill Road must be tastefully designed to match with the development of the subdivision houses (material, color, design etc.). The gate plan must be prepared by an engineer or an architect and approved by the Director, Planning and Zoning.
18. No two homes, next to each other and opposite to each other shall be of the same façade design, material, and facade color.
19. No two townhomes, next to each other and opposite to each other shall be of the same façade design, material, and facade color.
20. The mailbox area shall be designed to provide safe access and exit to the residents. The design shall be of covered mail kiosk, providing mailboxes, provide parcel boxes, well illuminated, and located at a safe and accessible location in the subdivision.
21. The existing trees shall be preserved, to the maximum possible extent on the property especially along throughout the property lines, stream buffers areas, any other unbuilt spaces. If there are gaps/openings in the existing vegetation/tree area, the owner/developer shall plant trees of matching/local species to provide visual screening. Such plan shall be submitted with Construction Plans to the Department of Planning and Zoning for review and approval.
22. At the subdivision, along the Hwy 53 entrance Two decorative styles, tastefully designed, entrance shall per permitted. One sign shall be permitted to be installed within dedicated 20' ROW, which may be removed whenever the Hwy. 53 West improvements are completed. The developer may choose to install additional sign of reasonable size along the Howser Mill Road frontage to direct the visitors to the main access / entrance at Hwy. 53 West.
23. The proposed site plan prepared, dated, 11.15.2022, file number 10195-00 is not "site specific" site plan. However, the developer/property owner shall follow this submitted site plan for preparation of final site plan.
24. The Planning and Zoning Director authorized to approve minor variations during the subdivision development process; however, he/she is not authorized to approved increased density. The applicant must pay the required fees to the City for variations. In addition, the Planning and Zoning Director is authorized to approve the following as Administrative Variance with the written request by the developer or project engineer or project manager with City's applicable fee schedule.
  - Front yard, side yard and rear yard setbacks. Variances shall not exceed 20 percent of the setback in applicable areas of this subdivision.
  - Building height. A variance may be granted up to, but not exceeding, ten feet if such variance does not allow space habitable by humans.
  - Parking. If the required parking standards cannot reasonably be met and if a variance will not adversely affect the spirit or intent of the ordinance, then a variance of not more than ten percent may be granted.
25. Access shall be provided from the main entrance road (Hwy 53 West) to the adjacent parcels 083 009 & 083 047. The developer/owner shall be granted in accordance with both City of Dawsonville and Georgia Department of Transportation (GDOT) requirements and shall include driveway aprons and access easements to the adjoining parcels.
26. Contribution of a minimum of Fifteen Thousand Dollars (\$15,000.00) towards the construction of sidewalks outside of the development from Hwy 53 to Howser Mill Road.

**Exhibit "A"**





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7b

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SUBJECT: APPROVE AMENDMENT TO 2023 SOLID WASTE COLLECTION SERVICE CONTRACT

CITY COUNCIL MEETING DATE: 03/06/2023

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget      Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL TO AMEND THE 2023 SOLID WASTE COLLECTION SERVICE CONTRACT TO OMIT SECTION 18.3: CITY TERMINATION FOR CONVENIENCE**

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HISTORY/ FACTS / ISSUES:

- **DISCUSSION OCCURRED WITH RED OAK SANITATION REGARDING THE REMOVAL OF THE FUEL SURCHARGE WHICH THEY AGREED TO; HOWEVER, THEY HAVE ASKED TO REMOVE SECTION 18.3: CITY TERMINATION FOR CONVENIENCE**
- **ATTORNEY TALLANT SPOKE WITH RED OAK SANITATION'S LEGAL COUNSEL TO DISCUSS BOTH ISSUES**

Section 18.3 reads:

City Termination for Convenience. The City may terminate this agreement for its convenience upon sixty days written notice to Contractor. In the event the City elects to terminate for convenience, Contractor shall continue to provide the service at the same rates, with the same level of service, and under the same terms for the sixty day period, and the City shall compensate Contractor fully for all services performed during that time frame.

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OPTIONS:

**AMEND OR APPROVE AS PRESENTED**

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RECOMMENDED SAMPLE MOTION:

**STAFF RECOMMENDS APPROVAL TO REMOVE SECTION 18.3**

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REQUESTED BY: Kevin Tallant, City Attorney

## AMENDMENT TO CONTRACT FOR SOLID WASTE COLLECTION SERVICE

The City of Dawsonville, a political subdivision of the State of Georgia, by and through its City Council (the "City"), having entered into a Contract for Solid Waste Collection Service (the "Contract") with Red Oak Sanitation Inc., a Georgia Corporation ("Red Oak"), hereby resolves as follows:

WHEREAS, it is necessary for City to promote, preserve and protect the public health of its citizens;

WHEREAS, the removal of garbage, rubbish and other waste material generated within the City is a valid exercise of City's police power,

WHEREAS, the granting of an exclusive Contract to a private corporation for the collection and disposal of solid waste is a valid function of City;

WHEREAS, the City and Red Oak entered into a Contract for the provision of solid waste collection service effective January 1, 2023;

WHEREAS, the Contract contains a provision which is no longer agreeable to Red Oak; and

WHEREAS, Red Oak and the City mutually desire and agree to amend the Contract to remove the aforementioned objectionable provision;

NOW THEREFORE, the City resolves the Contract shall be amended as follows:

**SECTION I:** Section 18 TERMINATION AND ATTORNEYS FEES of the Contract is modified by striking subsection 18.3 City Termination for Convenience in its entirety, so that the whole of Section 18 shall read as follows:

### 18. TERMINATION AND ATTORNEY FEES

18.1 In the event of an alleged material breach of this Contract, the City shall provide written notice of such breach to the Contractor. If within 20 days from receipt of such notice, the Contractor has either failed to correct the condition or reach an agreement with the City on a mutually satisfactory solution, then the City may, within 10 days, require the Contractor to appear before the City Council, at either a regular or specially called meeting, to show cause why the Contract should not be terminated. After such meeting the Council may elect to:

- (I) provide written notice to the Contractor that the Contract will be terminated;
- (II) extend the time to allow Contractor to cure the breach; or
- (III) impose sanctions or other remedies without terminating the Contract.

18.2 Costs. In the event that either party is required to take any legal action to enforce the terms and conditions of this Agreement because of the breach of or failure to perform any term or condition by the other party, the breaching party agrees to pay all reasonable costs expended by the other party, including reasonable attorney fees.

**SECTION II: Incorporation**

Except as modified by this Amendment, the remainder of the Contract is affirmed and incorporated herein.

**SECTION III: Effective Date**

This Amendment shall be effective on the date of its passage by the City.

SO ADOPTED AND RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2023.

**MAYOR AND DAWSONVILLE CITY COUNCIL**

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

Mike Eason, Mayor

\_\_\_\_\_  
Caleb Phillips, Council Member Post 1

\_\_\_\_\_  
William Illg, Council Member Post 2

\_\_\_\_\_  
John Walden, Council Member Post 3

\_\_\_\_\_  
Mark French, Council Member Post 4

ATTEST:

\_\_\_\_\_  
Beverly A. Banister, City Clerk

Agreed to by:

Red Oak Sanitation  
2 Ruby Street  
Gainesville, GA 30503

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By: Marlon Luce, President

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Witness

DRAFT



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7c

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SUBJECT: APPROVE NATIONAL PRESCRIPTION OPIATE LITIGATION SETTLEMENT DOCUMENTS

CITY COUNCIL MEETING DATE: 03/06/2023

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: \_\_\_\_\_ Annual Budget \_\_\_\_\_ Capital Budget Other \_\_\_\_\_

Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund \_\_\_\_\_ General Fund

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PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL TO PARTICIPATE IN FURTHER OPIOID SETTLEMENTS FOR TEVA, ALLERGAN, CVS, WALGREENS AND WALMART AND HAVE THE MAYOR EXECUTE THE DOCUMENTS**

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HISTORY/ FACTS / ISSUES:

- **ATTORNEY TALLANT REVIEWED DOCUMENTS SENT BY THE LITIGATION ATTORNEYS FROM BRINSON, ASKEW AND BERRY**
  - **DEADLINE TO SUBMIT EXECUTED DOCUMENTS IS APRIL 18, 2023**
- 

OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Kevin Tallant, City Attorney

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart  
Opioids Implementation Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

Dawsonville city, GA  
Reference Number: CL-394294

***TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:***

**THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.**

***Deadline: April 18, 2023***

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("*Settling Defendants*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("*subdivision*").

You are receiving this *Participation Package* because Georgia is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

**The *Participation Form for each settlement* must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.**

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

### **How to return signed forms:**

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

**The sign-on period for subdivisions ends on April 18, 2023.**

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com), or Christine Hom at the Georgia Attorney General's Office at (404) 458-3867 or [chom@law.ga.gov](mailto:chom@law.ga.gov).

Thank you,

National Opioids Settlements Implementation Administrator

*The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.*



**EXHIBIT K**  
**Subdivision and Special District Settlement Participation Form**

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

Yes     No

Governmental Entity: Dawsonville city	State: GA
Authorized Signatory: Mayor Mike Eason	
Address 1: 415 Hwy 53 E	
Address 2: Suite 100	
City, State, Zip: Dawsonville, GA 30534	
Phone: 706-265-3256	
Email: mike.eason@dawsonville-ga.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: Mike Eason

Title: Mayor

Date: March 6, 2023



**EXHIBIT K****Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

Yes       No

Governmental Entity: Dawsonville city	State: GA
Authorized Signatory: Mayor Mike Eason	
Address 1: 415 Hwy 53 E	
Address 2: Suite 100	
City, State, Zip: Dawsonville, GA 30534	
Phone: 706-265-3256	
Email: mike.eason@dawsonville-ga.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: Mike Eason

Title: Mayor

Date: March 6, 2023



**EXHIBIT K****Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

Yes       No

Governmental Entity: Dawsonville city	State: GA
Authorized Signatory: Mayor Mike Eason	
Address 1: 415 Hwy 53 E	
Address 2: Suite 100	
City, State, Zip: Dawsonville, GA 30534	
Phone: 706-265-3256	
Email: mike.eason@dawsonville-ga.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.





11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: Mike Eason

Title: Mayor

Date: March 6, 2023



**Exhibit K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity: Dawsonville city	State: GA
Authorized Signatory: <a href="#">Mayor Mike Eason</a>	
Address 1: <a href="#">415 Hwy 53 E</a>	
Address 2: <a href="#">Suite 100</a>	
City, State, Zip: <a href="#">Dawsonville, GA 30534</a>	
Phone: <a href="#">706-265-3256</a>	
Email: <a href="mailto:mike.eason@dawsonville-ga.gov">mike.eason@dawsonville-ga.gov</a>	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: Mike Eason

Title: Mayor

Date: March 6, 2023



**EXHIBIT K**

**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes       No

Governmental Entity: Dawsonville city	State: GA
Authorized Official: Mayor Mike Eason	
Address 1: 415 Hwy 53 E	
Address 2: Suite 100	
City, State, Zip: Dawsonville, GA 30534	
Phone: 706-265-3256	
Email: mike.eason@dawsonville-ga.gov	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: Mike Eason

Title: Mayor

Date: March 6, 2023





# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 8

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SUBJECT: ZA-C2300078

CITY COUNCIL MEETING DATE: 03/06/2023

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BUDGET INFORMATION: GL ACCOUNT # \_\_\_\_\_

- Funds Available from: \_\_\_\_\_ Annual Budget: \_\_\_\_\_ Capital Budget: Other \_\_\_\_\_
- Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund: \_\_\_\_\_ General Fund

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PURPOSE FOR REQUEST: **PUBLIC HEARING**

**SHERRY PHILLIPS HAS PETITIONED A ZONING AMENDMENT FOR TMP D02 013, LOCATED AT 129 STEGALL PLACE FROM R-2 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO RMM (RESIDENTIAL MANUFACTURED/MOVED). PUBLIC HEARING DATES: PLANNING COMMISSION ON FEBRUARY 13, 2023, AND CITY COUNCIL ON MARCH 6, 2023. CITY COUNCIL FOR A DECISION ON MARCH 20, 2023.**

HISTORY/ FACTS / ISSUES:

- Property falls within the Post 1 Council district.
- Applicant is requesting to rezone from R-2 Single Family Residential District to RMM (Residential Manufactured/Moved)
- Property contains a dilapidated mobile home. Applicant intends to remove mobile home and replace with a new manufactured home.
- Stegall Place features a combination of single-family homes and manufactured (mobile) homes.
- The Planning Commission, during the regular meeting, on February 13, 2023, approved the rezoning request without any stipulation.

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

REQUESTED BY: Stacy Harris





## CASE SUMMARY / ANALYSIS

**TO:** Mayor and Council  
**DATE:** February 20, 2023  
**FROM:** Stacy Harris, Zoning Admin  
**REFERENCE:** ZA-C2300078 - Request for a Rezoning

\*\*\*\*\*

### FINDING OF FACTS:

Sherry Phillips has applied for a zoning amendment for the property located at 129 Stegall Place, identified as TMP D02 013 and the lot size is 0.53 acres. On February 13, 2023, the Planning Commission conducted a public hearing and approved the request without any stipulations.

### THE REQUEST:

The applicant seeks to rezone the property from R-2 Single Family Residential District to RMM Residential Manufactured/Moved. The property currently contains a dilapidated mobile home, which the applicant intends to remove and replace with a new manufactured home if the rezoning is approved. We have attached the applicant's letter of intent, a petition in support of the rezoning, and photos of the proposed new home. (see attached).

### BACKGROUND:

Property falls within the Post 1 Council district and is subject to regulations outlined in the City Code. According to Article XII of the Code, which pertains to R-2, Single Family Residential District, manufactured (mobile) homes are prohibited. However, Article XVI allows for the use of manufactured (mobile) homes are permitted under RMM Residential Manufactured/Moved District.

As specified in Section 1601 of Article XVI of the City Code, the minimum lot size requirement is three acres.

### STAFF ANALYSIS:

The property in question is located at 129 Stegall Place, which is zoned R-2 Single Family Residential District on both sides. The street features a combination of single-family homes and manufactured (mobile) homes. However, the current residential structure on the subject property is a dilapidated and uninhabitable manufactured home.

RECEIVED  
JAN 11 2023



City of Dawsonville

415 Highway 53 East, Suite 100  
Dawsonville, GA 30534  
(706) 265-3256

BY: SK  
Zoning Amendment  
Application

Application#: ZA-C2300078  
Applicant Name(s): Sherry Phillips  
Address: 293 Dawson Manor Drive City: Dawsonville Zip: 30534  
Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Signature(s) Sherry Phillips Date 1/11/23

Property Address: 129 Stegall Place  
Directions to Property from City Hall: Turn right onto Hwy 53 W, go 0.3 mile, turn left onto Academy Avenue, continue across Hwy 9, turn left onto Maple Street, turn right onto Stegall Place, 4th home on the left.

Tax Map Parcel #: D02 013 Current Zoning: R2  
Land Lot(s): 30 District: 02 Section: 1st  
Subdivision Name: Stegall Manor Subdivision Lot# 446, 447  
Acres: \_\_\_\_\_ Current use of property: Inhabitable and dilapidated home  
Has a past request of Rezone of this property been made before? No If yes, provide ZA# \_\_\_\_\_

The applicant request:

Rezoning to zoning category: Rmm Conditional Use permit for: \_\_\_\_\_

Proposed use of property if rezoned: Primary residence

Residential #of lots proposed: 1-2 Minimum lot size proposed 1 (Include Conceptual Plan)

Amenity area proposed N/A, if yes, what \_\_\_\_\_

If Commercial: total building area proposed: \_\_\_\_\_ (Include Conceptual Plan)

Utilities:(utilities readily available at the road frontage):  Water  Sewer  Electric  Natural Gas

Proposed Utilities:(utilities developer intends to provide)  Water  Sewer  Electric  Natural Gas

Road Access/Proposed Access: (Access to the development/area will be provided from)

Road name: Stegall Place Type of Surface: asphalt

- ◆ Failure to complete all sections will result in rejection of application and unnecessary delays.
- ◆ I understand that failure to appear at a public hearing may result in the postponement or denial of this application.

Sherry L. Phillips  
Signature of Applicant

1/11/23  
Date

Office Use Only	
Date Completed Application Rec'd: <u>01.11.2023</u>	Amount Paid: \$ <u>350</u> <u>(CK)</u> Cash CC
Date of Planning Commission Meeting: <u>2.13.2023</u>	Dates Advertised: <u>2.1.2023</u>
Date of City Council Meeting: <u>03.06.2023</u>	Rescheduled for next Meeting:
Date of City Council Meeting: <u>03.20.2023</u>	Approved by City Council: YES NO
Approved by Planning Commission: YES NO	Postponed: YES NO Date:



**City of Dawsonville**

415 Highway 53 East, Suite 100  
Dawsonville, GA 30534  
(706) 265-3256

**Zoning Amendment  
Authorization**

**Property Owner Authorization**

I / We Sherry Phillips hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) 129 Stegall Place, Tax Map Parcel # 130304 0125 A as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by the request.

I hereby authorize the person(s), or entity(ies) named below to act as the applicant or agent in pursuit of the rezoning requested on this property. I understand that any rezone granted, and/or conditions or stipulations placed on the property will be binding upon the property regardless of ownership. The under signer below is authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 6 months from the date of the last action by the City Council.

Printed Name of Applicant or Agent Sherry Phillips  
Signature of Applicant or Agent Sherry L. Phillips Date 1/11/23  
Mailing Address 293 Dawson Manor Drive  
City Dawsonville State GA Zip 30534

Sworn and subscribed before me on this

11 day of January 2023

Stanislav Zaverukha  
Notary Public, State of Georgia



Stanislav Zaverukha  
NOTARY PUBLIC  
Dawson County, Georgia  
My Commission Expires  
March 21, 2023

My Commission Expires: March 21, 2023

Notary Seal

January 11, 2023

To: Mayor and City Council  
Planning Commission  
City of Dawsonville

RE: Letter of Intent

I respectfully submit this Letter of Intent which outlines the proposed rezoning of my property at 129 Stegall Place, as well as to grant a variance which would allow me to replace my dilapidated mobile home with a new one. I have not lived in the home for almost 20 years as I was a caregiver for my mom, and I lived with her. During that time, I allowed various family members to live in the home. After my mom's death, we sold her home, and I had every intention of renovating my current mobile home and moving back into it. However, I was unaware as to how extensive the damage was to my home and the fact that it wasn't salvageable.

I have found a brand-new mobile home with a little more than 1,500 sq. ft., which is larger than the current home, for around \$120,000. I have received a quote from a local builder, and it seems that a 1400 sq. ft. basic stick-built home would cost ~\$250,000.

As much as I would love to be able to build a home, which is now required by the City of Dawsonville for homes zoned R-2, it's just not financially viable. I'm on a very limited income and there's no way that I could afford payments on a stick-built home, nor could I qualify for a loan for one. Replacing my home with another mobile home is the only hope that I have of obtaining a home. It is important to note that this will be MY primary residence. I have been living with my daughter and her family for a little over six months as I do not have a home until this matter is settled. I have been a resident of the City of Dawsonville for more than 40 years. I'm not asking for any special privileges, merely to be able to replace what is there with a new mobile home. Such an approval would drastically improve the aesthetics of my property and allow a bigger footprint than currently exists; therefore, increasing the property value not only for myself, but for my surrounding neighbors as noted by their supporting petition.

I would also note that there are six (6) other mobile homes on this street (see attached pictures), and this proposed replacement (see attached pictures and floorplan) will be more aesthetically appealing than the ones currently in place. In addition, we plan to continue making improvements to the existing lot should the Council see fit to approve this request, as I plan to cut additional trees and clean the lot up as well as to nicely landscape the front yard once the new home is in place.

In closing, I would also request that the Commission and the City Council please consider a refund of the fees associated with the rezoning and variance applications that I have paid due to the financial hardship these costs have placed on me. Thank you in advance for granting me the time to plead my case and for your thorough consideration of this very important decision.

Sincerely,

*Sherry Phillips*



PETITION IN SUPPORT OF REZONING REQUEST TO ALLOW REPLACEMENT OF MOBILE HOME AT  
129 STEGALL PLACE

	NAME	ADDRESS	PHONE NO.	EMAIL ADDRESS
L*	Sara Rich	173 Stegall Place		
x	Wendy Brock	117		
x	Carolanne Ingram	178 Stegall Place		
	Anthony Ingram	188 Stegall Place		
	Jesse Phillips	158 Stegall pl		
	Carol Jolley	310 Diddle		
	Keith Jolley	310 Diddle		
Across	Sara Worley	130 Stegall Place		
	Teresa Worley	130 Stegall Place		
R	Jordan Kinney	113 Stegall Place		
	Cindy Hudgins	203 Stegall Place		
	Kenneth Lawson	203 Stegall Place		

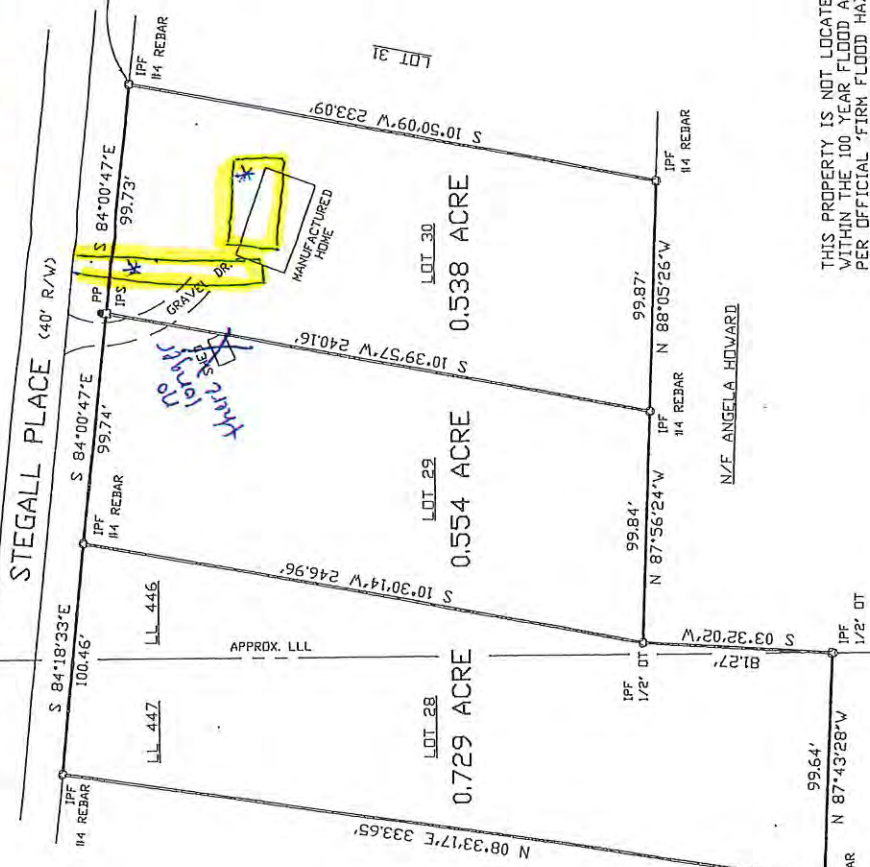
NAME	ADDRESS	PHONE NO.	EMAIL ADDRESS
Shon Geddes	110 Stegall Place,		

*\* Proposed placement of new home.*

REFERENCE:  
STEGALL MANDR S/D  
(PB. 2, PG. 96)



P.O.B.  
625.20' ALONG THE R/W OF  
STEGALL PLACE FROM ITS  
INTERSECTION WITH MAPLE ST.



LEGEND

- IPF IRON PIN FOUND
- PP POWER POLE
- R/W RIGHT OF WAY
- W- WATER LINE
- G- GAS LINE
- LLL FENCE LINE
- LLL LAND LOT LINE
- CT CRIMP TOP
- OT OPEN TOP
- CL CENTER LINE
- R PROPERTY LINE
- N/F NOV OR FORMERLY
- R.C.P. REINFORCED CONC. PIPE
- C.M.P. CORRUGATED METAL PIPE
- N.T.S. NOT TO SCALE
- 1/4" = 1' POWER LINE

EQUIPMENT FOR MEASUREMENT  
ANGULAR: TOPCON (GTS-303)  
LINEAR: E.D.M. (TOTAL STATION)

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET AND AN ANGULAR ERROR OF 05" PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 210,761 FEET.

THIS PROPERTY IS NOT LOCATED WITHIN THE 100 YEAR FLOOD AREA PER OFFICIAL 'FIRM FLOOD HAZARD MAPS' PANEL NUMBER 130304 0125 A.

N/E ANGELA HOWARD



VEY 3'

150'

50'

SURVEY FOR  
**SHERRY LYNN PHILLIPS**

LOTS 28, 29, 30 STEGALL MANDR S/D

LAND LOT: 446, 447  
DISTRICT: 4TH  
COUNTY: DAWSON  
DATE: 5/06/98

SECTION:  
STATE: GEORGIA  
FILE NO: 98047

**Youngman Surveying, Inc.**  
185 Clark Road  
Lawsonville, Georgia 30554  
(706) 216-8585

# Proposed Replacement – 129 Stegall Place



# Proposed Replacement – 129 Stegall Place





# Proposed Replacement – 129 Stegall Place





**City Council:**

John Walden  
Caleb Phillips  
William Illg  
Mark French



Mike Eason  
**Mayor**

Robert Bolz  
**City Manager**

Beverly Banister  
**City Clerk**

Harmit Bedi  
**Planning Director**

Stacy Harris  
**Zoning Admin Assistant**

**Planning Commission:**

Randy Davis, Chairperson  
Alexis Noggle, Post 1  
Josh Nichols, Post 2  
Sandy Sawyer, Post 3  
Anna Tobolski, Post 4

415 Highway 53 East, Suite 100  
Dawsonville, GA 30534  
Office (706)265-3256  
[www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)

**PUBLIC NOTICE**

The following public hearings will be conducted by the City of Dawsonville Planning Commission at 5:30 p.m. and/or the City Council beginning at 5:00 p.m. respectively on the dates indicated below. Public hearings are conducted in the Council Chambers on the second floor at City Hall located at 415 Hwy 53 East, Dawsonville, Georgia 30534. The public is invited to participate.

.....

**ZA C2300078:** Sherry Phillips has petitioned a zoning amendment for TMP D02 013, Located at 129 Stegall Place from R-2 (Single-Family Residential District) to RMM (Residential Manufactured/Moved). Public Hearing Dates: Planning Commission on February 13, 2023, and City Council on March 6, 2023. City Council for a decision on March 20, 2023.

**VAR C2300077:** Sherry Phillips has requested a variance for mobile home placement on less than the required 3-acre minimal lot size for TMP D02 013, Located at 129 Stegall Place. Public Hearing Date: Planning Commission on February 13, 2023, and City Council on March 20, 2023. City Council for a decision on March 20, 2023.

If you wish to speak on the requests, please contact City Hall for a CAMPAIGN DISCLOSURE form. ***This form is only needed if you have made campaign contributions in the amount of \$250.00 or more within 2 years prior to this date.***

*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 # 9

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SUBJECT: VAR-C2300077

CITY COUNCIL MEETING DATE: 03/06/2023

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BUDGET INFORMATION: GL ACCOUNT # \_\_\_\_\_

- Funds Available from: \_\_\_\_\_ Annual Budget: \_\_\_\_\_ Capital Budget: Other \_\_\_\_\_
- Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund: \_\_\_\_\_ General Fund

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PURPOSE FOR REQUEST: **GOES WITH ZA-C2300078; READ VARIANCE REQUEST ONLY.**

**SHERRY PHILLIPS HAS REQUESTED A VARIANCE FOR MOBILE HOME PLACEMENT ON LESS THAN THE REQUIRED 3-ACRE MINIMAL LOT SIZE FOR TMP D02 013, LOCATED AT 129 STEGALL PLACE. PUBLIC HEARING DATE: PLANNING COMMISSION ON FEBRUARY 13, 2023, AND CITY COUNCIL ON MARCH 20, 2023. CITY COUNCIL FOR A DECISION ON MARCH 20, 2023.**

HISTORY/ FACTS / ISSUES:

- Property falls within the Post 1 Council district.
- Lot size is smaller than the required 3-acre minimum lot size.
- Property is zoned R-2 Single Family Residential District
- Stegall Place features a combination of single-family homes and manufactured (mobile) homes.
- The Planning Commission, during the regular meeting, on February 13, 2023, approved the variance request without any stipulation.

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

REQUESTED BY: Stacy Harris



## CASE SUMMARY / ANALYSIS

**TO:** Mayor and Council  
**DATE:** February 20, 2023  
**FROM:** Stacy Harris, Zoning Admin  
**SUBJECT:** Request for a Variance VAR-C2300077

\*\*\*\*\*

### FINDING OF FACTS:

Sherry Phillips has applied for a variance for the property located at 129 Stegall Place; identified as TMP D02 013, which is zoned as R-2 Single Family Residential District. The lot size of the property is 0.53 acre. Following a public hearing on February 13, 2023, the Planning Commission approved the variance request without any stipulations.

### THE REQUEST:

The applicant has requested a variance to place a mobile/manufactured home on a lot that is smaller than the required 3-acre minimum lot size. In addition, they have also requested a rezoning of the property from R-2 Single Family Residential District to RMM Residential Manufactured/Moved District.

### BACKGROUND:

Property falls within the Post 1 Council district and is subject to regulations outlined in the City Code. According to Article XII of the Code, which pertains to R-2, Single Family Residential District, manufactured (mobile) homes are prohibited. However, Article XVI allows for the use of manufactured (mobile) homes are permitted under RMM Residential Manufactured/Moved District.

As specified in Section 1601 of Article XVI of the City Code, the minimum lot size requirement is three acres.

### STAFF ANALYSIS:

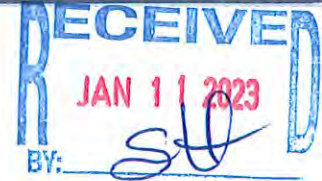
The property in question is located at 129 Stegall Place, which is zoned R-2 Single Family Residential District on both sides. The street features a combination of single-family homes and manufactured (mobile) homes. However, the current residential structure on the subject property is a dilapidated and uninhabitable manufactured home.



**City of Dawsonville**  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Variance Application**

VAR- C2300077



**Application for:**     Appeal     Special Exception     Adjustment

**Variance Requested:** Article XVI - RMM, Sec. 1601.4 (Letter of Intent must fully describe this request)

Applicant Name: Sherry Phillips Company: \_\_\_\_\_

Address: 129 Stegall Place City: Dawsonville Zip: 30534

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Owner Name(s): Sherry Phillips

Address: same City: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Exact Location and Description of Subject Property:**

Address: 129 Stegall Place Lot # 446, 447

Present/Proposed Zoning: R2 Parcel # D02-013

District: 02 Land Lot: 30 Tax Map # 130304 0125 A

Present and/or Proposed Use of Property: Replace an inhabitable and dilapidated mobile home

**Required Items:**

- A completed signed application.
- A detailed Letter of Intent of your request along with any supporting maps, survey's and/or documents requested by the Planning Director.
- The Letter of Intent shall address the criteria specified in Article IX, Sec. 907, Variances, conditional uses and map amendments (see page 2 & 3).
- Sign Variance authorized by City Council only per Chapter 105 Sec 105-8.

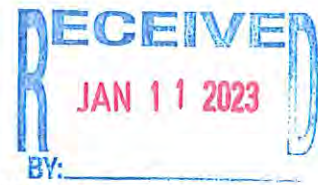
**FEE SCHEDULE**

Variance Per Ordinance Amendment	\$300.00
Administrative fee	\$100.00
Appeals and Change of Zoning Conditions	\$500.00
Public Notice Certified Mail	\$7.82 per adjacent property owner

Sherry L. Phillips  
 Signature of Applicant

1/11/23  
 Date

<b>Office Use Only</b>	
Date Completed Application Rec'd: <u>01.11.2023</u>	Amount Paid: \$ <u>431.28</u> <u>CK</u> Cash CK
Date of Planning Commission Meeting: <u>2.13.2023</u>	Dates Advertised: <u>02.01.2023</u>
Approved by Planning Commission: YES NO	Approved by City Council: YES NO
	Postponed: YES NO Date:



City of Dawsonville Land Use and Zoning Ordinance: Article IX Variances.

Does This Proposal Qualify For A Variance?

The purpose of a variance is to provide relief when a strict application of the district requirements would impose unusual practical difficulties or unnecessary physical hardships on the applicant. Practical difficulties and unnecessary hardships may result from the size, shape, or dimensions of a site or the location of existing structures thereon; from geographic, topographic, or other conditions on the site or in the immediate vicinity. No variance shall be granted to allow the use of property for a purpose not authorized within the district in which the proposed use would be located. A variance should be granted only after evidence is presented and accepted that enforcement of all of the required standards on the property in question would render the property useless. This Article establishes conditions; criteria for granting variances; public hearings on proposed variances; variances to road requirements; variance procedures; compliance with conditions of approval; vested interest in approved variances; investigations and reports; revocation; limitations on re-applications; and use variance. A variance may be granted, upon specific findings that all of the following conditions exist. The absence of any one of the conditions shall be grounds for denial of the application for variance.

Please Answer The Following In Addition to Providing A Letter Of Intent

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other land or structures in the same district; and,

Answer:

Surrounding residential homes on my street and in my district that are also coded as R-2 are not required to have a 3-acre lot to build on. Also, a 3-acre lot was not required when I originally placed my mobile home on this lot. and,

2. A literal interpretation of the provisions of these zoning regulations would create an unnecessary hardship and would deprive the applicant of rights commonly enjoyed by other property owners within the district in which the property is located;

Answer:

While not ideal, I do have an additional lot that could be used if the Commission agrees to approve for the rezoning; however, even with lots, I still would fall short of the 3-acre requirement just to be able to replace my home. and,

3. Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;

Answer:

No, granting the variance will not provide any special privileges to the applicant. I'm simply asking to be able replace what is currently there. I would love to be able to replace with a stick built home but we have checked with builders and have received estimates of \$225k - \$250k for a 1300 sq. ft. and this is not in my budget as I am on a limited income. and,

4. Relief, if granted, will be in harmony with the purpose and intent of these regulations and will not be injurious to the neighborhood or general welfare in such a manner as will interfere with or discourage the appropriate development and use of adjacent land and buildings or unreasonably affect their value;

**Answer:**

The granting of the variance will only be beneficial for the neighborhood. I have already been trying to make improvements to my property and by cleaning the area up and replacing my home, it will dramatically improve the aesthetics of the neighborhood, the flow of water, and dead tree removal. and,

5. The special circumstances are not the result of the actions of the applicant;

**Answer:**

I have not lived in my current home for 20 years. I was the caregiver for my mom during this time and my brother lived in my home. After my mom passed away, I had plans to move back in to my home. We knew we would have some renovations to make but once we were able to get back in there, we realized it was beyond repair due to the extensive damages (see provided pictures). and,

6. The variance requested is the minimum variance that will make possible the legal use of the land, building, or structure;

**Answer:**

Yes, I am not seeking anything more than what is currently there.

and,

7. The variance is a request to permit a use of land, building or structures which is permitted by right in the district involved.

**Answer:**

Yes.

**The applicant, or designated agent, MUST\* attend the public hearings for the variance request to be considered.**

**\*NOTE:** If the applicant of a petition before the Planning Commission fails to attend the public hearing, then the Planning Commission may deny the subject petition or may require re-advertisement of the subject petition at the expense of the applicant.





**City of Dawsonville**  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Property Owner  
 Authorization**

VAR# C2300077 TMP# D02-013 Applicant's Name: Sherry Phillips

**Property Owner Authorization**

I / We Sherry Phillips hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) 129 Stegall Place, Tax Map # 130304 0125 A as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by this request.

I hereby authorize the person(s) or entity(ies) named below to act as the applicant or agent in pursuit of the variance requested on this property. I understand that any variance granted, and/or conditions or stipulations placed on the property will be binding upon the property regardless of ownership. The under signer below is authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 6 months from the date of the last action.

Printed Name of Owner Sherry Phillips

Signature of Owner Sherry Phillips Date 1/11/23

Mailing Address 293 Dawson Manor Drive

City Dawsonville State GA Zip 30534

Telephone Number \_\_\_\_\_

Sworn to and subscribed before me

this 11 day of January 2023.

Stanislav Zaverukha  
 Notary Public, State of Georgia

My Commission Expires: March 21, 2023



**Stanislav Zaverukha**  
**NOTARY PUBLIC**  
 Dawson County, Georgia  
 My Commission Expires  
 March 21, 2023

Notary Seal

(The complete names of all owners must be listed, if the owner is a partnership, the names of all partners must be listed, if a joint venture, the names of all members must be listed. If a separate sheet is needed to list all names, please have the additional sheet/sheets notarized also.)

# Existing Home – 129 Stegall Place



# Existing Home – 129 Stegall Place



# Existing Home – 129 Stegall Place



# Existing Home – 129 Stegall Place





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 10

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SUBJECT: ORDINANCE NO. 01-2023: REGULATIONS AND FEES REGARDING NICHE COLUMBARIUM

CITY COUNCIL MEETING DATE: 03/06/2023

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BUDGET INFORMATION: GL ACCOUNT # \_\_\_\_\_

Funds Available from: \_\_\_\_\_ Annual Budget \_\_\_\_\_ Capital Budget Other \_\_\_\_\_

Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund \_\_\_\_\_ General Fund

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PURPOSE FOR REQUEST: **SECOND READING; CONSIDERATION TO ADOPT**

**ORDINANCE NO. 01-2023: AN ORDINANCE TO AMEND THE CODE OF THE CITY OF DAWSONVILLE, GEORGIA, TO ADD SECTION 5-1: REGULATIONS REGARDING COLUMBARIUM; TO AMEND PORTIONS OF THE EXISTING FEE SCHEDULE TO PROVIDE A NEW FEE SCHEDULE FOR COLUMBARIUMS; TO PROVIDE FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES. FIRST READING: FEBRUARY 6, 2023; SECOND READING AND CONSIDERATION TO ADOPT: MARCH 6, 2023.**

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HISTORY/ FACTS / ISSUES:

**CITY WILL BE PLACING TWO COLUMBARIUMS AT MEMORIAL GARDENS. ORDINANCE IS TO CONSIDER THE REGULATIONS CONCERNING THE COLUMBARIUM AND THE FEES.**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

**STAFF RECOMMENDS APPROVAL OF ORDINANCE NO. 01-2023**

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REQUESTED BY: Robin Gazaway, Finance Administrator

Subject Matter: Columbarium Regulations  
Date of First Reading: February 6, 2023  
Date of Second Reading: March 6, 2023  
Date of Adoption:

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF DAWSONVILLE, GEORGIA, TO ADD SECTION 5-1: REGULATIONS REGARDING COLUMBARIUM; TO AMEND PORTIONS OF THE EXISTING FEE SCHEDULE TO PROVIDE A NEW FEE SCHEDULE FOR COLUMBARIUMS; TO PROVIDE FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.**

**ORDINANCE NUMBER 01-2023**

**WHEREAS**, the City Council of Dawsonville, Georgia desires to add a columbarium in the City of Dawsonville for the purpose of housing human cremains;

**WHEREAS**, as part of the process of establishing a columbarium, it is necessary to enact rules and regulations to govern use and access to the columbarium and;

**AND WHEREAS**, the Council of the City of Dawsonville has determined that this ordinance represents appropriate regulations for the use of and access to a columbarium.

**NOW, THEREFORE**, be it ordained, and it is so ordained by the authority of City Council of Dawsonville, that Chapter 5, Article I be amended to include a new Section 5-1, to read as follows:

Short title: “An ordinance to provide regulations for Columbarium’s”

**SECTION ONE:** Establishment of Columbarium Regulations: the Code of the City of Dawsonville shall be amended to establish a new § 5-1, which shall from this date forward until modified read as follows:

Sec. 5-1 - Regulations regarding columbarium.

The City may construct, maintain, and does establish the following rules and guidelines regarding any columbarium owned by the City of Dawsonville:

- (1) *Fees:* All fees related to purchase of a niche, transfer of interment rights, opening of a niche, and any other fees related to the operation and use of the columbarium shall be established and set by the City of Dawsonville and codified in Section 2.110 of the City’s Code.
- (2) *Ownership:* All niches in the City of Dawsonville Columbarium are and shall be owned by the City of Dawsonville. The City may grant permission for cremains to be stored in a niche, which permission shall be in writing and shall be in the nature of a license permitting someone to store cremains as described in the writing granting such permission.
- (3) *Transfer of rights to utilize niche.* Transfer of the right to utilize a niche in the columbarium will only be allowed with written confirmation of approval from the City of Dawsonville. Any and all transfers of the right to utilize a niche shall require the payment of a nonrefundable transfer application fee to the City of Dawsonville before such rights can be transferred.

- (4) *Upkeep of columbarium.* The City of Dawsonville shall be solely responsible for the upkeep of the columbarium. The City of Dawsonville is not responsible or liable for theft or damage to the contents of the columbarium.
- (5) *Key possession and use of niche.* Possession of the key to unlock each burial niche within the columbarium will be held by the City of Dawsonville. It shall be illegal and a violation of this ordinance to make a copy of said key for personal use.
- (6) *Transfer documents.* The documents required to and relating to transfer of a burial niche shall be as prescribed by the City of Dawsonville.
- (7) *Opening of burial niches.*
- a. Initial Opening: A burial niche may be unlocked or opened for interring cremains free of charge.
  - b. Subsequent Openings: A niche may be opened up to two times after the initial interring of cremains, and each such charge shall be accompanied by the payment of a fee established by the City for that purpose. Any opening of a niche after the second such opening will require the payment of the same fee, but may only be done for the purpose of permanent removal of the cremains from the columbarium and will incur the disinterment charge.
  - c. Opening of a niche during weekend, holiday, or evening hours will cost an additional fee over and above the standard fee to open a niche.
- (8) *Interments.*
- (a) No niche shall be used for the interment of cremains until all fees have been fully paid, including interment fees. The Public Works Director or his or her agent will authorize placement of containers within a niche only after verification of payment of fees has been made.
  - (b) If the person(s) to be interred is not the owner, the owner must authorize the interment in writing and such authorization must be notarized.
  - (c) All interment requests shall be reviewed and approved by the Public Works Director or his or her agent prior to the actual interment.
- (9) *Disinterment.* The removal of cremains from a columbarium niche shall comply strictly with the following provisions:
- (a) The person(s) wishing to remove cremains must comply with the following:
    - i. The person seeking to remove cremains must have a legal right to manage the cremains, and bears the burden of proving to the City of Dawsonville that such legal right exists.
    - ii. The person seeking to remove cremains must provide a sworn statement as to the identity of the then living heirs of the person whose cremains are to be removed, such heirship to be determined according to O.C.G.A. § 53-2-1.
    - iii. The person seeking to remove cremains must provide notice to all persons identified in conjunction with Section (9)(a)(ii) above via certified mail or overnight delivery, or shall explain to the satisfaction of the Public Works Director why the notice cannot be provided. The notice must specify the date on which the cremains are to be removed, which shall be not less than two weeks from the date that the notice is sent.



- iv. Cremains shall not be removed from the columbarium until two weeks from the date that the above described notice is sent in order to provide any persons wishing to object to the removal the opportunity to explore legal remedies to stop said removal.
  - v. Any and all persons authorizing the removal of cremains shall indemnify and hold harmless the City of Dawsonville from all claims related to such removal.
- (b) The person(s) wishing to remove cremains must provide acceptable proof of identity, as determined by the Public Works Director or his or her agent.
  - (c) The request for cremains removal must be approved by the Public Works Director before removal may occur.
  - (d) If satisfactory documentation is not provided to remove cremains, the Public Works Director or his or her agent may deny the request for cremains removal. His or her decision will be final.
  - (e) The request for removal of cremains must be accompanied by the payment of all fees established by the City Council.
  - (f) After a completed removal, the Public Works Director or his or her agent shall amend the records to reflect the removal of the cremains.
- (10) *Marking of niches.* All burial niches must be marked when cremains are interred. All markings shall be done through the City of Dawsonville in such a manner as the City of Dawsonville shall prescribe. Limited inscription services shall be included in the cost of a niche. Included inscription shall contain a name, birthdate and date of death only for a maximum of two (2) cremains per niche.
- (11) *Cost.* The cost of a burial niche may be based upon such factors as the City Council may determine appropriate, including but not limited to the size of the niche and its location with respect to the columbarium in general.
- (12) *Use of niches.* A columbarium consists of niches for cremation interments only. No niches shall be used for any purpose other than the interment of human cremains (ashes). No personal items shall be allowed.
- (13) *Columbarium Planting and other Decorations.*
- (a) *Flower arrangements or memorials.* Following an interment in the columbarium, one flower arrangement or memorial may be left at the site of the niche in which the interment occurred for a duration not to exceed 72 hours, at which time the flower arrangement or memorial must be removed. Any flower arrangement or memorial left after 72 hours will be removed by City staff. At no time will any items be allowed to remain in or at the columbarium on a permanent or semi-permanent basis.
  - (b) The City is not responsible for flower arrangements or memorial placed in the columbarium.

**SECTION TWO:** Establishment of Fees and Charges Related to Columbarium: Paragraph 3 of Section 2-110 shall be amended to read as follows from the date of the adoption of this ordinance, forward:

(3) Cemeteries (chapter 5)

a. Grave Valuation	\$1,250.00
b. Columbarium Niches	
	Row A \$1,800.00 each
	Row B \$1,800.00 each
	Row C \$2,050.00 each
	Row D \$1,600.00 each
	Row E \$1,500.00 each
	Row F \$1,250.00 each
c. Opening of niches after interment between 8:00 AM and 4:00 PM Monday through Friday.	\$100.00 for each such opening up to the maximum amount of times permitted by the ordinance.
d. Opening of niches after interment on weekends, City-observed holidays, or after 4:00 PM Monday through Friday.	\$200.00 for each such opening up to the maximum amount of times permitted by the ordinance.
e. Opening of niches for removal of cremains.	\$50.00 in addition to the above stated fees for opening of niche.
f. Transfer of rights to use a niche.	\$25.00

**SECTION THREE:** It is the intent of the City of Dawsonville that this Ordinance be severable, such that if any portion or provision of this Ordinance is declared to be invalid, illegal, or unconstitutional, the remainder of the ordinance not so declared shall be enforceable, as if the portion deemed improper were not adopted.

**SECTION FOUR:** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION FIVE:** This ordinance shall take effect upon its passage by the Council of the City of Dawsonville.

**SO ADOPTED AND ORDANIED** by the City Council of Dawsonville, Georgia this \_\_\_\_ day of \_\_\_\_\_, 2023.

(signatures on following page)

**MAYOR AND DAWSONVILLE CITY  
COUNCIL**

By: \_\_\_\_\_  
Mike Eason, Mayor

\_\_\_\_\_  
Caleb Phillips, Council Member Post 1

\_\_\_\_\_  
William Illg, Council Member Post 2

\_\_\_\_\_  
John Walden, Council Member Post 3

\_\_\_\_\_  
Mark French, Council Member Post 4

ATTESTED TO BY:

\_\_\_\_\_  
Beverly A. Banister, City Clerk



# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 11

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SUBJECT: SPECIAL EVENT PERMIT W. ROAD CLOSURE, KARE FOR KIDS EASTER EGG HUNT:  
APRIL 8, 2023

CITY COUNCIL MEETING DATE: 03/06/2023

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PURPOSE FOR REQUEST:

**TO CONSIDER A REQUEST FOR THE ROAD CLOSURE OF MAIN STREET (THROUGH THE PARK) ON APRIL 8, 2023 BETWEEN THE HOURS OF 8:00 AM TO 3:00 PM AND TO APPROVE WAIVING PAVILION FEES FOR THREE (3) PAVILION RENTALS FOR A TOTAL COST OF \$225.00 (CITY WILL NOT BE ABLE TO RENT PAVILIONS ON THAT DAY)**

---

HISTORY/ FACTS / ISSUES:

**KARE FOR KIDS, INC WILL PRESENT THE REQUEST.**

- Close Main Street between the two park gates from 8am -3pm – since this is a city street closure it will need your approval.
  - Handicapped and very small children will have their egg hunt within the small portion of the amphitheater.
  - The next age group will be on the outer portion of the amphitheater.
  - The egg hunt for ages 10-12 will be in the field next to the cornhole games.
  - Inflatable houses will be set up in the parking area immediately between the amphitheater and the rest room.
  - K4K will provide hotdogs at shelter #1 and popcorn and other snacks at shelter #2. Kona Ice will be there and a couple of other vendors. K4K covers all the cost as a gift back to the community. Staff recommends we allow them to use the shelters at no cost.
  - Staff recommend this event be allowed to proceed. Trampas has met with K4K personnel, and I have discussed the event with both of them.
- 

OPTIONS:

**APPROVE, AMEND OR DENY**

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RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

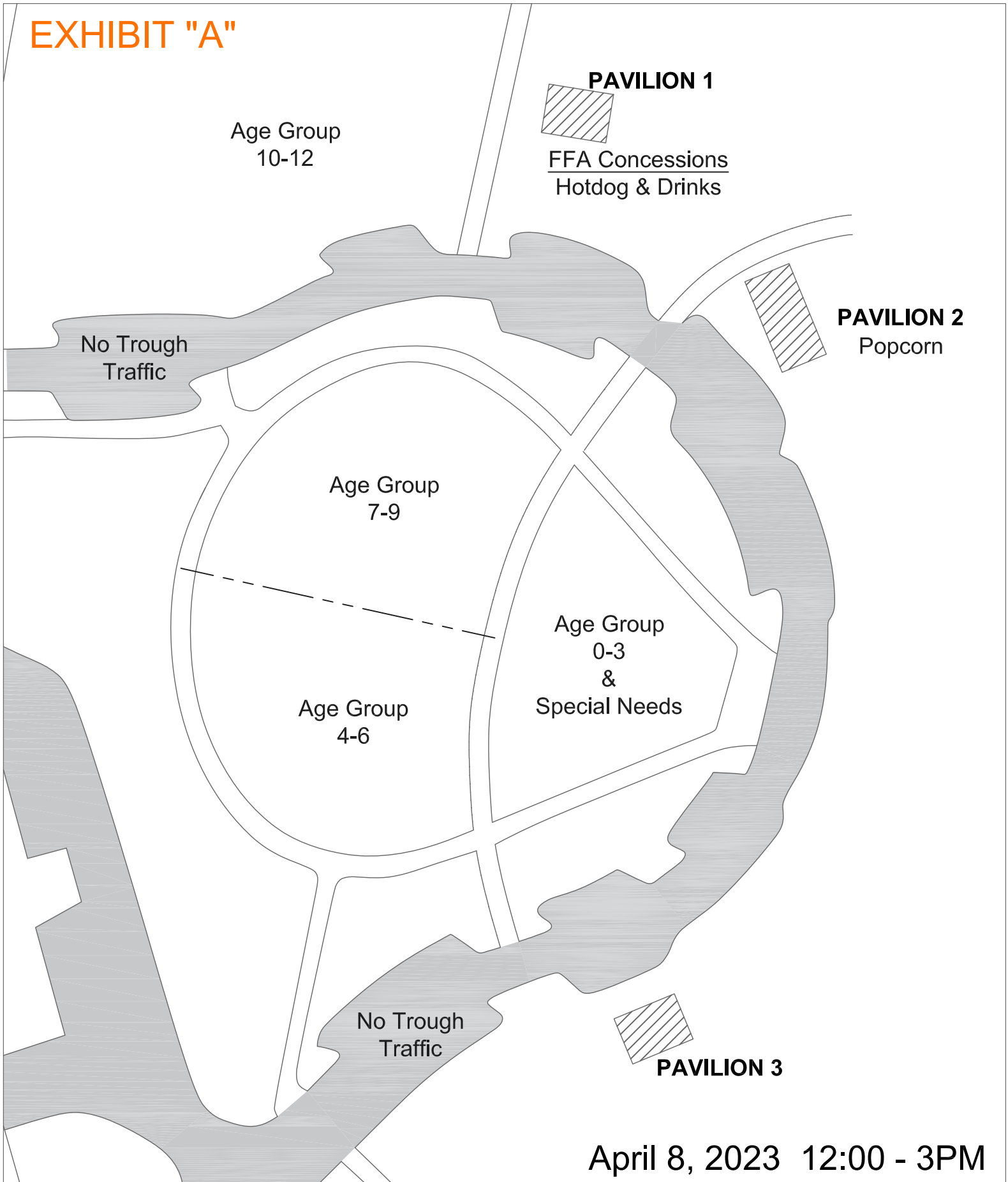
REQUESTED BY: Stacy Harris

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# K.A.R.E Annual Easter Egg Hunt

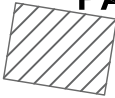
## Main Street Park, Dawsonville

### EXHIBIT "A"



Age Group  
10-12

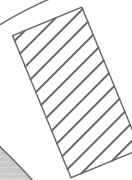
**PAVILION 1**



FFA Concessions  
Hotdog & Drinks

No Trough  
Traffic

**PAVILION 2**  
Popcorn



Age Group  
7-9

Age Group  
0-3  
&  
Special Needs

Age Group  
4-6

No Trough  
Traffic

**PAVILION 3**



April 8, 2023 12:00 - 3PM



**City of Dawsonville**  
 415 Hwy 53 E, Suite 100  
 Dawsonville, GA 30534  
 Phone (706)265-3256  
 Fax # (706)265-4214  
 Email: [permit.tech@dawsonville-ga.gov](mailto:permit.tech@dawsonville-ga.gov)

**Permit Application for:**  
 Parades, Public Assemblies,  
 Demonstrations, and Rallies  
 in Public Places

Permit Fee:  Nonprofit: \$50.00  For-Profit: \$100.00  
 A completed application with Permit Fee must be received a minimum of 15 days prior to event.  
 \* Events with alcohol or food Require additional forms & time to process  
 \* ALL Road Closures must be approved by CC (3 hours or over)

1. Name of Event: 37<sup>th</sup> Annual Race Easter Egg Hunt  PARADE  RALLY  OTHER \_\_\_\_\_
2. Location of Event: main street park  PUBLIC DEMONSTRATION
3. Date(s) of Event: April 8<sup>th</sup> 2023  PUBLIC ASSEMBLY
- Time of Event: Start: 9 a.m./ p.m. End: 3 a.m./ p.m.  ROAD CLOSING \_\_\_\_\_ Hrs.
- NON-PROFIT (please provide 501 (c)(3) Information)  PROFIT
4. Provide information listed below for the **main contact person** responsible for the organization of this event:

Name: <u>Tiffany Buchanan</u>	Title: <u>Director Race for Kids</u>
Organization: <u>Race For Kids Inc</u>	Telephone # _____
Email Address: _____	Cell Phone #: _____
Address: <u>66 Hwy 53 West</u>	City: <u>Dawsonville</u> State: <u>GA</u> Zip Code: <u>30534</u>

5. Provide information listed below for any **key personnel involved in coordinating this event**. Also, provide information listed below on each officer of the club, organization, corporation, or partnership requesting this event. Attach a separate sheet if necessary.

Name: <u>Rhonda Evans</u>	Title: <u>President Race</u>
Organization: <u>Race For Kids</u>	Telephone #: _____
E-Mail Address _____	
Address: <u>Worment Dr</u>	City: <u>Dawsonville</u> State: <u>GA</u> Zip Code: <u>30534</u>

Name: _____	Title: _____
Organization: _____	Telephone #: _____
E-Mail Address: _____	
Address: _____	City: _____ State: _____ Zip Code: _____

6. Expected number of participants: 500

7. Physical description of materials to be distributed: NONE

8. How do participants expect to interact with public? \_\_\_\_\_

9. Route of event: (attach a detailed map of the route) \_\_\_\_\_  
N/A

9.a. Number and type of units in parade: \_\_\_\_\_

9.b. Size of the parade: \_\_\_\_\_

10. Will any part of this Event take place outside the City Limits of Dawsonville? NO  
 If YES, do you have a permit for the event from Dawson County? \_\_\_\_\_ Date Issued: \_\_\_\_\_ \* Attach Copy

11. Do you anticipate any unusual problems concerning either police protection or traffic congestion as a consequence of the event? \_\_\_\_\_ If YES, please explain in detail: NO

12. If road closures are needed, which roads do you anticipate closing and for how long would each be closed? Road through main Street Park  
8am - 3pm 4.8.2023

13. List all Prior parades or public assemblies, demonstrations, or rallies in a public place within the city limits of Dawsonville for which you obtained a permit in the last 12 months: (Include dates (month/year) – attach separate sheet, if necessary).  
mountain moonshine Festival

**Details:** Please outline what your event will involve: (number of people – life safety issues – vendors – cooking – tents – rides – handicap parking – egress) attach separate sheet if necessary. Also in event outline please include setup, teardown and clean up.

4 Bounce Houses, FFA concessions (Hotdogs & water) in Pavilion 1  
Pavilion 2 - popcorn, Kona Ice Van, Dawson Co. Emergency  
Service interactive mobile unit

**Please attach a Detailed Route, Lay Out and Site plan.**

What participation, if any, do you expect from the City of Dawsonville? use of Dumpster  
to dispose of garbage after event. use of electrical  
outlet @ pavilion 2 for a Bounce House, use of  
electrical outlet @ main Street Park sign for use of  
Bounce House.

What participation, if any, have you arranged from Dawson County Emergency Services? we have asked for them to bring their interactive mode unit for children

What participation, if any, have you arranged from the Dawson County Sheriff Department? N/A

What participation, if any, have you arranged from the Dawsonville History Museum (GRHOF)? N/A

What participation, if any, have you arranged from the Environmental Health? (Any food service requires inspection from the health department.)

**Insurance Requirements:** (circle that apply)

Sec. 10-25(c) "An applicant for a permit under this ordinance shall obtain liability insurance from an insurer licensed in the State of Georgia for a special event, parade, public assembly, demonstration, rally, footrace, fun run, bicycle race or filming in a public place if one or more of the following criteria exists:"

- (1) The use, participation, exhibition, or showing of live animals;
- (2) The use, participation, exhibition, or showing of automobiles of any size or description, motorcycles, tractors, bicycles, or similar conveyances;
- (3) The use of a stage, platform, bleachers or grandstands that will be erected for the event;
- (4) The use of inflatable apparatus used for jumping, bouncing or similar activities;
- (5) A special event, parade, demonstration, rally, road closing, or other such activity, for which primary attendance (that is, attendance primarily for said special event, parade, demonstration, rally, road closing, or other such activity, and not attendance which is the result of another event) is reasonably expected to meet or exceed one hundred (100) persons;
- (6) The use of roller coasters, bungee jumping or similar activities;
- (7) The use of vendors or concessions; or
- (8) The use of public streets and rights of way. (Required for public street closure or making certain areas exclusively available to the applicant like Main Street Park, City Hall parking lot etc.)

Any applicant required to provide insurance in accord with this section shall provide the City of Dawsonville with a copy of the Certificate of Insurance from an insurer authorized and licensed by the State of Georgia. The City of Dawsonville shall be added as an additional named insured party for the event on the Certificate of Insurance by the carrier. The minimum policy limits shall be \$1,000,000 (one million) per incident and \$2,000,000 (two million) aggregate for the entire event. All cost for insurance and naming the City of Dawsonville as an additional named insured party shall be borne solely by the applicant. Such insurance shall protect the City of Dawsonville from any and all claims for damages to property and/ or bodily injury or death.

Is the Certificate of Liability Insurance attached?  Yes  No  Not applicable to this event

Additional information/comments about liability insurance: should have info from festival

Additional information/comments about this application:



**APPLICANT'S SIGNATURE FOR THE PERMIT APPLICATION; RELEASE & WAIVER OF LIABILITY; AND AGREEMENT FOR FINANCIAL RESPONSIBILITY. PRIOR TO SIGNING, PLEASE READ THE FOLLOWING OR HAVE IT READ TO YOU:**

**APPLICATION:**

OATH: I hereby swear and affirm that the information provided within this application for parade, public assembly, demonstration, or rally is true and correct to the best of my knowledge. In addition, I agree to abide by all regulations of the ordinance and to advise all participants of the conditions of the permit.

**RELEASE & WAIVER OF LIABILITY:**

The permit holder shall indemnify and hold the City of Dawsonville, Georgia harmless from any claim, demand, or cause of action that may arise from activities associated with the event, including attorney's fees. I acknowledge that I understand this Release, and I hereby agree for myself and on behalf of the Applicant to indemnify and hold harmless the City of Dawsonville, Georgia and its agents, officers, and employees, individually and jointly, from and against any claim for injury (including, but not limited to, personal injury and property damage), loss, inconvenience, or damage suffered or sustained by any individual, including, but not limited to, business owners, patrons, participants of the parade, public assembly, demonstration, or rally, and spectators participating in and/or occurring during the event, unless the claim for injury is caused by intentional misconduct of an individual, agent, officer, or employee of the City of Dawsonville.

**AGREEMENT FOR FINANCIAL RESPONSIBILITY:**

The undersigned agrees to be solely responsible for cleaning affected areas littered during the activity, provide sufficient parking and storage areas for motor vehicles, provide temporary toilet facilities, and provide other similar special and extraordinary items deemed necessary for the permitted activity by the City of Dawsonville to keep the area of the event safe and sanitary. In no event shall the City of Dawsonville, Georgia requires individuals, organizations or groups of persons to provide personnel for normal governmental functions, such as traffic control, police protection, or other expenses associated with the maintenance of public order. If additional requirements are placed on applicants in accordance with this subsection, and those requirements are not met despite assurances by the applicant, then failure to comply with the aforementioned requirements shall be grounds for revocation of the issued permit and/or denial of any subsequent permit requested by the applicant. The City of Dawsonville, Georgia shall be entitled to recover from the applicant the sums expended by the City of Dawsonville, Georgia for extraordinary expenses agreed to but not provided by the applicant.

I further understand that false statements or omission within the application may result in the denial or disqualification of application.

Tiffany Buchan  
Applicant's Printed Name

Sworn to and subscribed before me  
this 22 day of February 2023

Tiffany Buchan  
Applicant's Signature

Stanislav Zaverukha  
Notary Public, State of Georgia

My Commission Expires: March 21, 2023



Stanislav Zaverukha  
NOTARY PUBLIC  
Dawson County, Georgia  
My Commission Expires  
March 21, 2023

APPLICANT'S SIGNATURE FOR CERTIFICATION AND ACKNOWLEDGEMENT OF ROAD CLOSURE(S), TRASH CLEANUP, PARKING PROVISIONS AND PROVIDING TOILET FACILITIES. PRIOR TO SIGNING, PLEASE READ THE FOLLOWING OR HAVE IT READ TO YOU:

**ROAD CLOSURES:**

*Applicant certifies and acknowledges that any road closures scheduled as part of an event will only take place during the time designated for the road closure and that the applicant will not arrive early, fail to clean up or fail to leave promptly after the event so as to interfere with the normal flow of traffic.*

Sworn to and subscribed before me  
this 22 day of February 2023

[Signature]  
Notary Public, State of Georgia

My Commission Expires: March 21, 2023

Tiffany Buchan

Applicant's Printed Name

[Signature]  
Applicant's Signature



Stanislav Zaverukha  
NOTARY PUBLIC  
Dawson County, Georgia  
My Commission Expires  
March 21, 2023

**TRASH CLEANUP, PARKING PROVISION AND TOILET FACILITIES:**

The applicant shall be responsible for trash cleanup of affected areas littered during the activity and the provision of temporary toilet facilities, as needed.

Based upon review of the application, the city may require that the applicant be responsible for trash cleanup of affected areas littered during the activity for which a permit is sought, the provision of sufficient parking and storage areas for a large influx of motor vehicles occasioned by the permitted activity, provision of temporary toilet facilities, and other similar special and extraordinary items determined to be necessary for the permitted activity based upon the application's contents. In no event shall the city require individuals, organizations or groups of persons to provide personnel for normal governmental functions, such as traffic control, police protection, or other expenses associated with the maintenance of public order. If additional requirements are placed on applicants in accordance with this subsection, and those requirements are not met despite assurances by the applicant, then failure to comply with the aforementioned requirements shall be grounds for revocation of the issued permit and/or denial of any subsequent permit requested by the applicant. The city shall be entitled to recover against the applicant the sums expended by the city for those extraordinary expenses agreed to but not provided by the applicant.

Sworn to and subscribed before me  
This 22 day of February 2023

[Signature]  
Notary Public, State of Georgia

My Commission Expires March 21, 2023

Tiffany Buchan

Applicant's Printed Name

[Signature]  
Applicant's Signature



Stanislav Zaverukha  
NOTARY PUBLIC  
Dawson County, Georgia  
My Commission Expires  
March 21, 2023



City of Dawsonville  
 415 Hwy 53 E, Suite 100  
 Dawsonville, GA 30534  
 Phone (706)265-3256  
 Fax # (706)265-4214

Permit Application for:  
 Parades, Public Assemblies,  
 Demonstrations, and Rallies in Public Places  
 (Dawson County Emergency Services)

Emergency Services: Please complete this sheet and return it to the City of Dawsonville.

Name of Event: 37<sup>th</sup> Annual Hare Easter Egg Hunt Date(s) of Event: April 8<sup>th</sup> 2023

Any anticipated problems with proposed route? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Any anticipated problems with the designated location for participants to assemble? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

How many personnel will be required for this event? \_\_\_\_\_  
 \_\_\_\_\_

Estimated cost for personnel: \_\_\_\_\_  
 \_\_\_\_\_

Number and type of vehicles required: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Type of procedures or equipment needed for the health and safety needs of the participants and the viewing public: \_\_\_\_\_  
 \_\_\_\_\_

Estimated cost for equipment: \_\_\_\_\_  
 \_\_\_\_\_

Additional comments/concerns: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**EMERGENCY SERVICES**

APPROVED:  YES  NO

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



City of Dawsonville  
 415 Hwy 53 E, Suite 100  
 Dawsonville, GA 30534  
 Phone (706)265-3256  
 Fax # (706)265-4214

Permit Application for:  
 Parades, Public Assemblies,  
 Demonstrations, and Rallies in Public Places  
 (Dawson County Sheriff Department)

**Sheriff Department: Please complete this sheet and return it to the City of Dawsonville.**

Name of Event: 37<sup>th</sup> Kae Easter Egg Hunt Date(s) of Event: April 8<sup>th</sup> 2023

Any anticipated problems with proposed route? \_\_\_\_\_

\_\_\_\_\_

Any anticipated problems with the designated location for participants to assemble? \_\_\_\_\_

\_\_\_\_\_

How many officers will be required for this event? \_\_\_\_\_

\_\_\_\_\_

Estimated cost for officers: \_\_\_\_\_

\_\_\_\_\_

Number of vehicles required: \_\_\_\_\_

\_\_\_\_\_

Type of procedures or equipment needed for the health and safety needs of the participants and the viewing public: \_\_\_\_\_

\_\_\_\_\_

Estimated cost for equipment: \_\_\_\_\_

\_\_\_\_\_

Additional comments/concerns/recommendations: \_\_\_\_\_

\_\_\_\_\_

**SHERIFF DEPARTMENT: (ALSO PROVIDE A WRITTEN STATEMENT FOR EVENTS ON DOT ROADS/ROW'S)**

APPROVED:  YES  NO

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



City of Dawsonville  
415 Hwy 53 E, Suite 100  
Dawsonville, GA 30534  
Phone (706)265-3256  
Fax # (706)265-4214

Permit Application for:  
Parades, Public Assemblies,  
Demonstrations, and Rallies in Public Places  
(Public Works – Environmental Health)

Name of Event: 37<sup>th</sup> Annual Easter Egg Hunt Date(s) of Event: April 8<sup>th</sup> 2023

**PUBLIC WORKS:**

Additional comments/concerns/recommendations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED:  YES  NO

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

**CITY MANGER:**

Additional comments/concerns/recommendations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED:  YES  NO

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



City of Dawsonville  
 415 Hwy 53 E, Suite 100  
 Dawsonville, GA 30534  
 Phone (706)265-3256  
 Fax # (706)265-4214

Permit Application for:  
 Parades, Public Assemblies,  
 Demonstrations, and Rallies in Public Places  
 (APPROVALS)

Name of Event: 37<sup>th</sup> Annual Kase Easton Egg Hunt Date(s) of Event: April 5th

Office Use for Dawsonville City Hall Only: The following departments have reviewed and approved this event as applicable:

Department	Notified Date	Name	Approved	Date
Sheriff Department				
Emergency Services				
Dawsonville Roads Dept.				
Environmental Health				
GA Dept of Transportation (For events on State roads/ROWS)				
Dawson County (For events outside city limits)				
City Manager				
Dawsonville History Museum				
City Council (for road closures)				

Approved:

\_\_\_\_\_

Planning Director or City Manager

\_\_\_\_\_

Date

OFFICE USE:

DATE(S)

\_\_\_\_\_ Permit Fee Received

\_\_\_\_\_ Event Entered on Calendar (COZI and City Shared)

\_\_\_\_\_ Insurance Certificate Received

\_\_\_\_\_ Route / Map Received

\_\_\_\_\_ City Council Meeting Date Scheduled

\_\_\_\_\_ Applicant notified to attend CC meeting

\_\_\_\_\_ Applicant notified to pick up permit

\_\_\_\_\_ OK to Close Permit - Approved by \_\_\_\_\_



# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 12

---

SUBJECT: CONSIDER PROMOTION OF JACOB BARR TO UTILITY DIRECTOR

CITY COUNCIL MEETING DATE: 03/06/2023

---

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 CONSIDER PROMOTION OF JACOB BARR FROM UTILITY OPERATIONS MANAGER TO UTILITY DIRECTOR.

---

HISTORY/ FACTS / ISSUES:

Since Gary Barr's 2020 retirement after a 30+ year career at Utility Director, Jacob, with the approval of the City Council, was appointed to the position of Utility Operations Manager with the understanding of potential upgrade to Director. In his current role, he has been carrying out all duties of the Utility Director, including, budgeting, customer service, supervising, and managing the that handles all water, sewer, and garbage services in a community whose population grew 47% in the last 10 years. The current position is classified by the FLSA as Non-Exempt requiring the payment of overtime, which annually has ranged between \$7,500 to \$9,500 per year. The Utility Director position is classified FLSA Exempt, and no overtime is allowed. To offset this loss in revenue and reward an employee that consistently comes in for emergencies and works beyond 40-hours each week, we recommend an increase of \$5.00 per hour or \$10,400.00 per year resulting in a slight increase in annual cost that can easily be absorbed by the Enterprise fund. As with all utility department position, certification levels must be attained and maintained, which Jacob has done.

Jacob began his career here in 2008 as a contract laborer and then became an Equipment Operator in the Public Works division. He transferred to the Utility Department serving as a Treatment Plant Operator. From there he was promoted to Utilities Crew Chief, and then to Utility Operations Manager. He has a Business Degree from UNG. He has been certified as a Water Operator – Class III since 2016, a certified Wastewater Operator Class III since 2019, and a certified Backflow Prevention Assembly Tester since 2022. He also holds a GSWCC Level 1A certification and a GDOT Flagger certification.

This employee has supervised and had total responsibility for the city's annual testing/reporting requirements, including, water audits, water loss reports, CCR Water Quality Report, EPD licensing and testing requirements for water and wastewater, ground water withdrawal permit, water and wastewater sanitary surveys, watershed monitoring, land application operation and testing requirements/reporting, well and lift station preventive maintenance, spill reports, and much more. During his time supervising the department, he has handled a number of major projects, including, water meter upgrade, radio-read water meter installation, repainting and long term maintenance of water tanks #1 and #2, stabilization of banks at wastewater treatment plant, upgrade of bar screen, implementation of backflow prevention program, new filtration system for well #108 and #110, drilling and development of well #111, current design and bid for well #112, SCADA upgrades, major upgrades to water and wastewater distribution/collection systems, Gold Creek Foods sampling site, energy audit by GRWA and subsequent improvements, implementation of leak adjustment program, updated water conservation plan, implementation of multi-year plans for fire flow increase, and generator upgrade system. He is also involved in the current design of the \$11,000,000 wastewater treatment plant.

---

RECOMMENDED SAMPLE MOTION:

NONCOMPETITIVE PROMOTION OF JACOB BARR TO UTILITY DIRECTOR WITH UPGRADED SALARY.

---

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 13

---

SUBJECT: UPGRADE TO SCADA SYSTEM

CITY COUNCIL MEETING DATE: 03/06/2023

---

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 FOR SCADA UPGRADE IN THE AMOUNT OF \$94,688.00 TO BE PAID OUT OF THE FY 2023 ENTERPRISE BUDGET.**

**\*ATTACHED QUOTE IS FROM J.K. DUREN COMPANY, INC. WHO IS A SOLE SOURCE PROVIDER FOR THE SCADA SYSTEM**

---

HISTORY/ FACTS / ISSUES:

We installed JK Duren company's SCADA system in 2006. A lot of the equipment needed for this SCADA system to work properly is obsolete. We need this upgrade before we have something go down that we cannot get parts for. We have been fortunate with JK Duren company having cannibalized parts on hand that enabled repairs, but that is no longer the case. Last year we upgraded all the radios for the SCADA system, and this is for the remainder of the system. This will be a sole source for the SCADA system to match we currently have and have been extremely pleased with.

This replacement cost was included in the Enterprise Fund FY23 budget.

---

OPTIONS:

---

RECOMMENDED SAMPLE MOTION:

---

REQUESTED BY: Jacob Barr, Utility Operations Manager



**J.K. Duren Company, Inc.**

P.O. Box 1124  
Roswell, GA 30077  
770-992-5405  
nancy@jkduren.com  
www.jkduren.com

**ADDRESS**

City of Dawsonville  
Water Department  
415 Hwy 53 East  
Dawsonville, GA 30534

**SHIP TO**

City of Dawsonville  
415 Highway 53 E  
Suite 100  
Dawsonville, GA 30534

**Quote 13170**

**DATE 02/24/2023**

**PROJECT**

SCADA Upgrades

DESCRIPTION	QTY	RATE	AMOUNT
The following is a quote to update the SCADA RTU's to current equipment. Much of the equipment in the existing enclosures is now obsolete. The radios will not be replaced as they were recently upgraded.			
Tank RTUs - included Transducer and gauge set	2	4,962.00	9,924.00
Well RTUs and Sprayfield RTU	6	4,510.00	27,060.00
Lift Station RTUS	10	4,298.00	42,980.00
Master Site	1	14,724.00	14,724.00

This quote is good for 30 days.

**TOTAL \$94,688.00**

Accepted By

Accepted Date



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 14

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SUBJECT: PROPOSAL FOR WATER AND SEWER RATE STUDY

CITY COUNCIL MEETING DATE: 03/06/2023

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BUDGET INFORMATION: GL ACCOUNT # \_\_\_\_\_

Funds Available from: \_\_\_\_\_ Annual Budget \_\_\_\_\_ Capital Budget Other \_\_\_\_\_

Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund \_\_\_\_\_ General Fund

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PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL TO MOVE FORWARD WITH A 2023 WATER AND SEWER RATE STUDY TO BE PERFORMED BY TURNIPSEED ENGINEERS IN THE AMOUNT OF \$12,500 TO BE PAID OUT OF THE FY 2023 ENTERPRISE BUDGET**

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HISTORY/ FACTS / ISSUES:

- **LAST W&S RATE STUDY WAS PERFORMED IN 2019**
  - **CONTRACT AND JUSTIFICATION FOR RATE STUDY ATTACHED**
- 

OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Jacob Barr, Utilities Operation Manager



ATLANTA  
AUGUSTA  
ST. SIMONS ISLAND



February 23, 2023

Mr. Bob Bolz  
City Manager  
City of Dawsonville  
415 Highway 53 East  
Dawsonville, Georgia 30534

Re: City of Dawsonville  
Proposal for Rate Study

Dear Mr. Bolz:

*Turnipseed Engineers* is pleased to provide the City of Dawsonville with a proposal to prepare a water and sewer rate study. The rate study will include the following:

- Review water and sewer budgets, expenses and revenues and an assessment of fixed and variable costs of providing services to customers
- Review customers' water and sewer usage trends
- Evaluate the adequacy of the existing rate structure
- Develop a revenue model based on current usage
- Provide possible water and sewer rate schedules with revenue projections for consideration of the Mayor and City Council
- Provide six (6) copies of the completed study

Our fee for the scope of work is a lump sum of \$12,500. We will invoice monthly based on percentage of completion. We estimate the study can be completed within 45 to 60 days after authorization to proceed and receipt of necessary information from the City.

A copy of our General Conditions of Agreement is enclosed and part of this proposal.

If you have any questions or need additional information, please call us.

Yours truly,



Kenneth E. Green, P.E., *President*  
Turnipseed Engineers

GBT:mj  
Enclosure

**AUTHORIZATION TO PROCEED**

**CITY OF DAWSONVILLE, GEORGIA – RATE STUDY**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



## GENERAL CONDITIONS OF AGREEMENT

### 1. COORDINATION WITH THE OWNER:

The Engineer shall hold periodic conferences with the Owner, or his representatives, to the end that the Project, as it progresses shall have benefit of the Owner's experience and knowledge of existing needs and facilities, and be consistent with the Owner's current policies and construction standards. To implement this coordination, the Owner shall make available to the Engineers, for use in planning the Project, all existing plans, maps, field notes, statistics, computations and other data in his possession relative existing facilities and to the Project.

### 2. FEES

Unless otherwise specified, fees shall be paid the Engineer in accordance with monthly billings based upon work performed and expenses incurred during that month. Any payments not made within thirty (30) days on statements rendered shall be subject to charge for interest at a rate of one and one-half percent (1-1/2%) per month, beginning 30 days after date of the statement, and failure to make payments when due will entitle the Engineer to suspend services. The Engineer's final payment is due and payable upon completion of the Engineers services. The final payment to the Engineer shall not be withheld, due to refusal of the Contractor to perform a check list item, or because of disputes with the Contractor over liquidated damages, Contractor's performance, etc., since the Engineer cannot and does not serve as surety for the Contractor's performance.

### 3. OWNERSHIP OF DOCUMENTS AND RECORDS

It is understood that the Engineer is preparing documents for a specific installation, rather than standard documents for repetitive multiple use. Therefore, all documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the engineer as instruments of service. The Owner may obtain, upon payment of fees due the Engineer, reproducible copies of drawings, and copies of other documents, in consideration of which it is mutually agreed that the Owner will use them solely in connection with the project, and shall not authorize their use on other projects, except by written agreement with the Engineer. The Engineer shall retain all pertinent records relating to the services performed hereunder for a period of three years after completion thereof. The Owner shall have access to such records at all reasonable times during such period as may be required for audit of reimbursable items.

#### 4. MODIFICATIONS DURING DESIGN

The Engineer shall retain discretion as to whether changes made by the Owner or his representatives during the design phase shall constitute additional services. Minor modifications and dimensional adjustments are considered to be normal design development. Relocation of sites, relocation of structures, parking areas, and roadways may result in additional services if such changes result in loss of completed design work required.

#### 5. TERMINATION; SUSPENSION OF WORK:

The Owner may at its discretion, terminate the work or indefinitely suspend the work under this Agreement, by giving a seven-day written notice. In such event, the Owner shall assume all obligations, commitments, and claims that the Engineer may have theretofore in good faith undertaken or incurred in connection with the Project. The Engineer shall be equitable paid for services rendered prior to effective termination notice date and for reasonable termination expenses.

#### 6. PROFESSIONAL RESPONSIBILITIES

All services hereunder will be performed in accordance with sound and generally accepted principles by personnel experienced in the applicable technical fields.

The Engineers scope of authority does not include the expenditure of the Owner's funds through changes, disbursement powers, or supervision of the Construction Contractor's men or his subcontractors. The Engineer shall not be responsible for construction methods, techniques, sequences or procedures, safety precautions and programs in connection with activities of the Construction Contractor. As to the warranty or guaranty of, or patent indemnity on, items or machinery, equipment or other products manufactured by others, or work of construction contractor's, subcontractors or manufacturers, the Engineer's responsibility with respect thereto is limited to the assignment by the Engineer to the Owner of the manufacturer's or construction contractor's warranty or guaranty and/or patent indemnity, and the Engineer agrees to cooperate with the Owner in the enforcement thereof. The Engineer shall use reasonable and acceptable methods in establishing basis for cost estimates, but cannot guarantee that the construction contractor's bid basis or costs will not vary above or below such estimates. The Engineer shall be included as additional insured, where construction is involved, on the Builder's Risk Policy and on the Contractor's General Liability Policy. In no event shall the liability of the Engineer for damages exceed \$50,000 or the total compensation received by the Engineer for services rendered hereunder, whichever is greater.

## 7. SUCCESSORS AND ASSIGNMENTS

The Owner and the Engineer each binds himself and his partners, successors, executors, administrators and assigns to the other party of the Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants, of the Agreement; except as above, neither the Owner nor the Engineer shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other, and they further agree that the Agreement represents the entire understanding of the Owner and the Engineer and cannot be changed, added to or modified in any way except by an instrument in writing signed by the Owner and by the Engineer. The Owner and Engineer agree to the full performance of the covenants contained herein.

### **END OF GENERAL CONDITIONS OF AGREEMENT**



**CITY OF DAWSONVILLE**  
**Jacob Barr**  
**Utilities Operation Manager**  
415 Hwy 53 E • Suite 100  
Dawsonville, GA 30534  
[jacob.barr@dawsonville-ga.gov](mailto:jacob.barr@dawsonville-ga.gov)  
(706) 344-2162

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**Date: March 1, 2023**

**RE: Water and Sewer Rate Study and Subsequent Increase Justification**

The ultimate purpose of a water utility rate study is to determine whether our operating revenues are sufficient to meet our expenses, the cost of operations and maintenance, upcoming or needed replacements and debt service, and to help us make capital improvements during the implementation plan period. Ideally, we should be performed every 3-5 years and coincide with that year's public budgeting process. If we complete a rate study outside of this window, our customers will likely experience a significant rate spike to meet our needs. Some utilities raise rates annually to keep up with inflation and minimize the shock to its ratepayers; others opt for a larger increase every few years. Revenues are the lifeblood of every municipal water utility. Without adequate revenues, quality of service often deteriorates due to a lack of proper maintenance and system improvements. A lack of revenue also makes it extremely difficult for a utility to be financially and operationally sustainable.

Raising rates and asking for more from the community is never the goal yet often unavoidable. It's important to help our customers understand how rates are developed, why costs may need to increase, and how their dollars are used to provide an uninterrupted supply of safe, healthy, potable and reasonable priced utilities while maintaining sound and sustainable finances. A utility rate study will provide the transparency and research we need to help our customers understand.

The ultimate purpose of a water utility rate study is to determine whether our operating revenues are sufficient to meet our expenses, the cost of operations and maintenance, upcoming or needed replacements and debt service, and to help us make capital improvements during the implementation plan period. Ideally, we should be performed every 3-5 years and coincide with that year's public budgeting process. If we complete a rate study outside of this window, our customers will likely experience a significant rate spike to meet our needs. Some utilities raise rates annually to keep up with inflation and minimize the shock to its ratepayers; others opt for a larger increase every few years. Revenues are the lifeblood of every municipal water utility. Without adequate revenues, quality of service often deteriorates due to a lack of proper maintenance and system improvements. A lack of revenue also makes it extremely difficult for a utility to be financially and operationally sustainable.



## **Page 2: Water and Sewer Rate Study Justification**

This study will also include tap fee(s) which recover a portion of the embedded fixed capital investment from new customers. The fee(s) charged to the new customer, or to the current customer increasing its demand on the system, reflects the cost required to provide service as well as recover a portion of the embedded capacity available to provide that service. It is a necessary cost for the utility to collect for adequate operation. When we waive these fees, it will reflect on the rates for all of our customers.

A utility has to run like a business and be able to have an adequate income. Each one of us in the utility dept take pride in what we do and watch every dollar we spend and have made it possible to for council to waive fees in the past but this will eventually reflect our rates for service. We should get this study done and stick to the plan to be able to maintain the service we provide to above standard expectations with the best customer service possible.

Raising rates and asking for more from the community is never the goal yet often unavoidable. It's important to help our customers understand how rates are developed, why costs may need to increase, and how their dollars are used to provide an uninterrupted supply of safe, healthy, potable and reasonable priced utilities while maintaining sound and sustainable finances. A utility rate study will provide the transparency and research we need to help our customers understand.



# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 15

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SUBJECT: DAWSONVILLE HISTORY MUSEUM LEASE UPDATE

CITY COUNCIL MEETING DATE: 03/06/2023

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BUDGET INFORMATION: GL ACCOUNT # \_\_\_\_\_

Funds Available from: \_\_\_\_\_ Annual Budget \_\_\_\_\_ Capital Budget Other \_\_\_\_\_

Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund \_\_\_\_\_ General Fund

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PURPOSE FOR REQUEST:

**Update on status of lease agreement.**

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HISTORY/ FACTS / ISSUES:

Lease for 2023 was approved by the City Council on January 12, 2023, with the only changes from the 2022 lease a monthly rate increase from \$250 to \$1,000. Lease was provided to GRHOF/Dawsonville History Museum Board of Directors via email on January 13, 2023. At GRHOF/DHM BOD Meeting on January 17<sup>th</sup>, they wanted to have their Executive Board review and make possible changes. They had concerns for rent increase from and with other parts of the document. City Manager, in his weekly meeting with DHM Director Cindy Elliott on February 28<sup>th</sup>, he was told that the Executive Committee was still reviewing and would be making recommendations for changes to the lease. No specifics were provided.

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OPTIONS:

At the January 12<sup>th</sup> City Council Meeting front entrance doors were discussed with some cost estimates provided and a discussion of the city paying 85% for the doors and the DHM paying 15%. Public Works Director and Director Elliott have continued researching and obtaining prices. During February 28<sup>th</sup> Meeting, DHM Director has decided on a different design and research/cost estimates are underway. City's portion of cost will exceed \$25,000 requiring bid process. At the time it was expected the door cost to exceed \$35,000. Further research indicates cost will be even more. Staff inquired of City Attorney Kevin Tallant if the City could reimburse the DHM for cost of doors. He said if project was tied to the lease, which recommended, staff concur. This could enable quicker turnaround on future projects as well.

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RECOMMENDED SAMPLE MOTION:

**Option #1 – Approve revision of lease to include verbiage regarding door project in a revised lease but pending approval of city fund expenditure until final cost estimates are received.**

**Option #2 – Table until future meeting.**

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REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 16

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SUBJECT: **IMPACT FEE STUDY UPDATE**

CITY COUNCIL MEETING DATE: 03/06/2023

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BUDGET INFORMATION: GL ACCOUNT # \_\_\_\_\_

Funds Available from: \_\_\_\_\_ Annual Budget \_\_\_\_\_ Capital Budget Other \_\_\_\_\_

Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund \_\_\_\_\_ General Fund

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PURPOSE FOR REQUEST:

**TO PRESENT THE DRAFT OF THE IMPACT FEE STUDY FOR REVIEW.**

**ADAM HAZELL FROM GRMC WILL BE PRESENT AT THE MARCH 20, 2023 CITY COUNCIL MEETING TO PROVIDE A PRESENTATION**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Robin Gazaway, Finance Director



# City of Dawsonville 2023 Impact Fee Study

**DRAFT**  
February 27, 2023





**DRAFT**

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## EXECUTIVE SUMMARY

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Dawsonville is among the many municipalities in northeast Georgia that has seen significant growth and change over the past 20 years. Metropolitan Atlanta continues to move up the GA 400 corridor, spurring new development, economic diversity, tourism, and an ever-increasing population. Most projections see the trend continuing through 2040 or longer, so the City is exploring options for generating the revenues necessary to sustain, or possibly improve, the levels of services provided to local citizens and businesses.

This study was commissioned as part of that effort and is intended to provide the City of Dawsonville with a basic viability analysis for a possible impact fee program. Enacting such a program would provide a means for creating additional revenue, but such programs must also be administered to meet minimum standards, can only be applied to specific project types, and are not guaranteed to provide enough benefit to offset the costs. Impact fees also add direct costs to development that are typically passed on to the buyer, which can adversely affect real estate markets if not handled properly.

As this preliminary study will show, Dawsonville does have a list of projected capital needs eligible for use of impact fee funds and has the potential for more growth in the future such that some revenue may be generated to contribute to capital budgets. Even with its limited resources and manpower, there is a model whereby the City can install and administer an impact fee program to increase funding support for critical capital improvement projects. However, the total amount of funding raised, and the level of benefits received, will depend not only on any fee schedule formally adopted by the City, but also in the extent to which the City embraces more development and in how land use management policies can encourage the most efficient use of lands and utilities possible.

What is certain is that Dawsonville should adopt reporting practices that require long-term budgeting for all departments, regardless of the availability of impact fees. Specifically, establishing and maintaining an asset management program would not only provide and sustain the core information needed to justify an impact fee program, but such practices tend to sharpen the fiscal awareness of key staff and elected officials as they consider important decisions. Knowing the certainty of project costs, as well as the lifespans of facilities and infrastructure, greatly assists the decision-making process, the level of communication and transparency offered in public relations and helps in the pursuit of grants and loans from outside funding agencies.

A more precise projection of revenues will require a deeper discussion about the City's policies toward future annexation; Without annexation Dawsonville would have a relatively fixed ceiling for new development, residents, and customers, whereas a more aggressive stance toward annexation would mean a more significant increase in development potential but also a corresponding increase in the demand for services. However, this topic can be addressed immediately during the update process for the City's comprehensive plan, due to be completed by the end of October 2023. It is recommended that Dawsonville revisit the information from this study, and reconsider the viability of the program, once that process is completed and all parties have a better understanding of residents' goals and ambitions for the future.





**IMPACT FEES IN GEORGIA**

In recognition that local governments often face fiscal strains while trying to maintain levels of service during times of growth, the Georgia Development Impact Fee Act (DIFA) was enacted into law in 1990. This act set rules for local governments enabling them to levy fees on new development to help finance the increased demand for capital facilities serving said development. As defined by the State Department of Community Affairs (DCA), the intent of the Act is to:

1. *Promote orderly growth and development by establishing uniform standards by which municipalities and counties may require that new growth and development pay a proportionate share of the cost of new public facilities needed to serve new growth and development;*
2. *Establish minimum standards for the adoption of development impact fee ordinances by municipalities and counties; and*
3. *Ensure that new growth and development is required to pay no more than its proportionate share of the cost of public facilities needed to serve new growth and development and to prevent duplicate and ad hoc development exactions.*

To ensure such funds were properly used to offset the costs of growth, the rules set forth in DIFA restrict the types of facilities and infrastructures eligible for these funds to the seven categories listed below and requires that local governments follow planning and reporting procedures that identify projects in advance and demonstrate their need based on growth and development. Other government services and facilities are expressly forbidden from using Impact fee revenues to fund operations or improvements.



**Project Types Eligible for Use of Impact Fee Revenues**

- Water supply, production, treatment and distribution facilities
- Wastewater collection, treatment and disposal facilities;
- Roads, streets and bridges, including rights-of-way, traffic signals, landscaping;
- Stormwater management facilities, flood control facilities, and bank and shore protection and enhancement improvements;
- Parks, open space, and recreation areas and related facilities;
- Public Safety, including police, fire, emergency medical and rescue facilities;
- Libraries and related facilities.





Local Governments  
**Georgia<sup>®</sup> DCA**  
**AUTHORIZED TO COLLECT DEVELOPMENT IMPACT FEES**  
 Pursuant to the Development Impact Fee Act, O.C.G.A. § 36-71-1, et seq. as of January 1, 2021.

Government	Type	Region	Government	Type	Region
Acworth	City of	ARC	Jefferson	City of	NEG
Alpharetta	City of	ARC	Jones	County	MG
Atlanta	City of	ARC	Kennesaw	City of	ARC
Braselton	City of	NEG	Lee	County	SWG
Brooks	Town of	ARC	Long	County	CG
Bryan	County	CG	Macon-Bibb	County	MG
Butts	County	TR	McDonough	City of	ARC
Camden	County	CG	Milton	City of	ARC
Canton	City of	ARC	Newnan	City of	TR
Cartersville	City of	NWG	Newton	County	NEG
Cherokee	County	ARC	Orchard Hill	City of	TR
Cumming	City of	GM	Peachtree City	City of	ARC
Dawson	County	GM	Pike	County	TR
East Ellijay	City of	NWG	Powder Springs	City of	ARC
Effingham	County	CG	Rockdale	County	ARC
Ellijay	City of	NWG	Roswell	City of	ARC
Fayette	County	ARC	Sandy Springs	City of	ARC
Fayetteville	City of	ARC	Senoia	City of	TR
Flemington	City of	CG	Spalding	County	TR
Forsyth	County	GM	Stockbridge	City of	ARC
Gainesville	City of	GM	Sunny Side	City of	TR
Gilmer	County	NWG	Thomas	County	SWG
Hall	County	GM	Troup	County	TR
Hampton	City of	ARC	Tyrone	Town of	ARC
Henry	County	ARC	Walton	County	NEG
Hoschton	City of	NEG	Woodstock	City of	ARC
Jasper	County	NEG	Woolsey	City of	ARC

To employ impact fees, local governments must undergo a level of capital planning comparable that used for Special Purpose Local Option Sales Taxes (SPLOST), wherein they must in advance identify needed projects and clearly illustrate how program funds will be used exclusively for the stated projects. The process for putting this into place has three major components: **1)** The maintenance of a State-approved comprehensive plan, **2)** the adoption of a Capital Improvement Element (CIE), and **3)** the adoption of an Impact Fee Ordinance containing specific required elements. By having these three required elements in place, the local governments are not only abiding by State law but ensuring a minimum standard of budgetary practice that directly links the collected fees with their stated purpose and need. Once these three elements are in place, a local government may enact their program and begin to levy fees in accordance with their ordinance and the CIE component of their comprehensive plan.



Impact fees offer increased reward, but there are costs in time, effort, and money to implement and sustain the programs. Local governments must follow required public involvement procedures when developing their CIE and rigid reporting criteria while maintaining their program. Depending on the extent of services involved in the assessment, specialty contractors may be required for analyses. The hope is the benefits will outweigh the costs: According to a 2022 report by the Georgia Public Policy Foundation, the 54 local governments levying impact fees featured FY21 annual program revenues ranging from a high of highest \$8,576,705 (Cherokee County) to a low of \$2,187 (City of Hampton). Local governments wishing to add this layer of reporting and development costs will want to ensure their likely revenues will prove worth the investment.



**DAWSONVILLE PROFILE**



Incorporated in 1859, Dawsonville is the civic seat of Dawson County and a burgeoning hub for commerce and social events. its prevailing identity stems from its history as a haven for the production of moonshine and the origins of auto racing in America, with cultural events and local museums paying tribute to each.

Together with Dawson County, Dawsonville also serves as both the southern gateway to the Appalachian Mountains and the northern tip of metropolitan Atlanta. Within a simple drive from the city is an abundance of preserved forests and parks providing access to various outdoor recreation opportunities, including Amicalola Falls and the Appalachian Trail. Likewise, commerce and industry has grown in the area as suburban development and population growth has steadily marched into Dawson County since 2010. Just five miles east of Dawsonville, Georgia Highway 400 and the North Georgia Premium Outlet Mall have become regional hubs for retail and service businesses, luring with them a new wave of residential development as households seek new opportunities for land and amenities. This is especially true for households seeking more rural settings in the post-pandemic era.

**TOTAL POPULATION**

	2010	2015	2020	2021	Δ 2010 - 2021	
					#	%
<b>Dawson County</b>	<u>22,325</u>	<u>23,371</u>	<u>27,113</u>	<u>28,497</u>	<u>6,172</u>	27.6%
<b>Dawsonville</b>	2,448	2,599	3,465	4,172	1,724	70.4%
<b>Unincorporated</b>	19,877	20,772	23,648	24,325	4,448	22.4%

Source: US Bureau of the Census, 2022

As a result of these factors, Dawsonville has almost doubled in population since 2010. This does include some annexation, but that illustrates the growing interest in Dawsonville and the surrounding area. With the area providing more businesses and attractions appealing to residents, such as the City Park and many recent restaurants, more households are discovering Dawsonville as a destination and new residential development is occurring at subdivision scales. At the close of 2022, almost 900 new residential lots are currently being processed by the City. This evidence, coupled with the volume of development applications Dawson County has likewise experienced, suggests the trend will continue for the foreseeable future.

**Since 2010, Dawson County and its neighboring counties have collectively grown by more than 25%.**

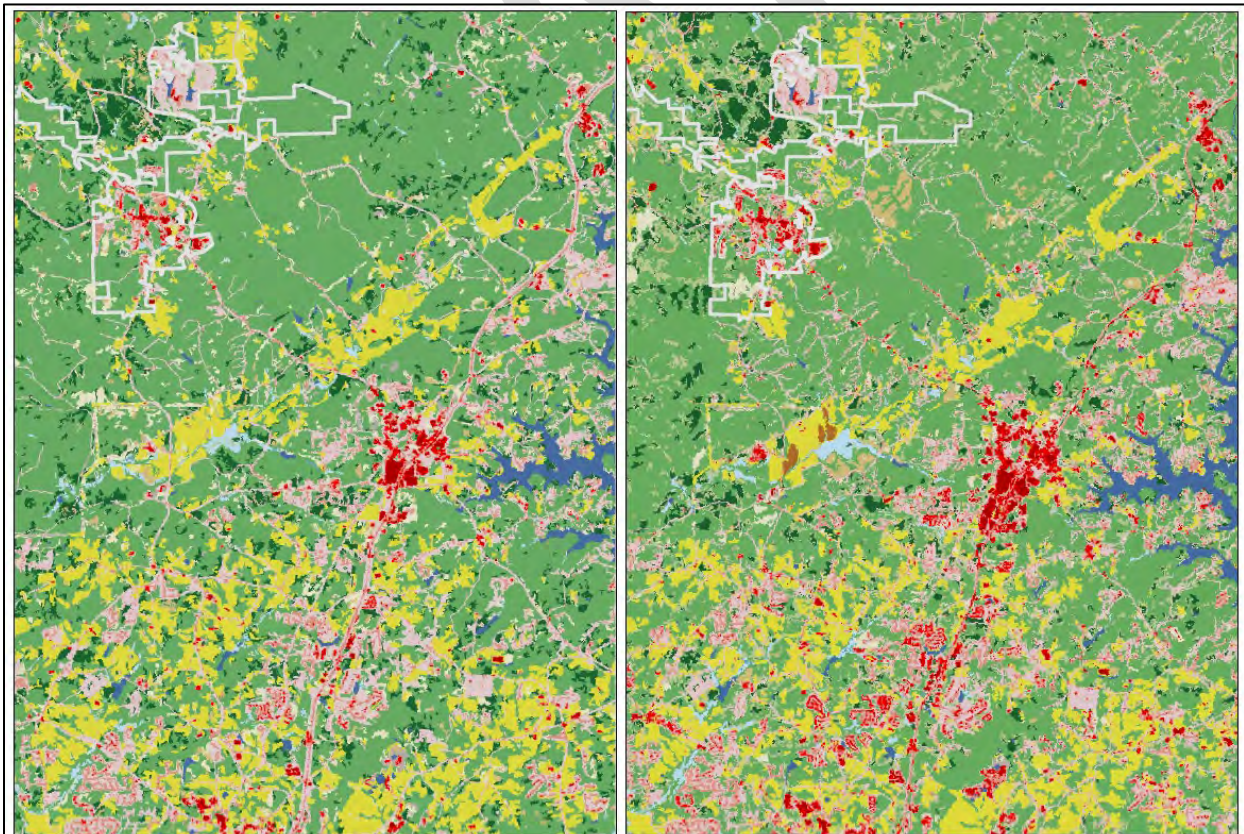
**As suburban Atlanta pushes northward, this same region might grow an additional 50% by 2050.**



**RECENT DAWSONVILLE SUBDIVISION APPLICATIONS**

	Lots	Homes Permitted	CO's Issued	Stage
Arbor West	56	0	0	LOP
Cornerstone	216	0	0	LOP
Downtown Fausett	24	0	0	LOP
Silver Leaf (Maple Street)	43	0	0	LOP
Thunder Ridge Phase 2	18	0	0	LOP
Thunder Ridge Phase 3	131	0	0	LOP
Village at Maple Street	31	0	0	LOP
Villas at Dawsonville	90	0	0	LOP
Creekstone Phase 2	87	14	3	
Gold Creek Town Homes	32	0	0	
Maple Heights	65	64	63	
Thunder Ridge Phase 1	68	68	54	
<b>Total</b>	<b>861</b>	<b>146</b>	<b>120</b>	

This change is particularly evident in reviewing the evolution of development and land use patterns between Dawsonville and the regional commercial hub at the intersection of GA 400 and SR 53. With GA 400 providing arterial access to and from metro Atlanta, the outlet mall serves as the node for an increasing variety of commercial, office, residential, and other uses.



400 Corridor - Dawson County / Dawsonville  
Source: 2011 National Landuse Landcover

400 Corridor - Dawson County / Dawsonville  
Source: 2021 National Landuse Landcover



These trends echo the strong residential growth patterns seen in the region surrounding Dawsonville and Dawson County. Between 2017 and 2000, before the Covid-19 pandemic, the seven (7) county area permitted over 31,000 new residential units, with a development value of over six (6) billion dollars. This growth means both tens of thousands of new residents but also a need for more utilities, public services, and public facilities. Budgets for parks departments, road departments, water systems and more must increase to levels commensurate with the greater demand, or risk seeing the quality of services provided to customers suffer.

**NEW PRIVATELY-OWNED RESIDENTIAL CONSTRUCTION**

COUNTY	STRUCTURES					UNITS				
	2017	2018	2019	2020	Total	2017	2018	2019	2020	Total
Cherokee	2,284	2,286	2,181	2,387	9,138	2,284	3,500	2,438	2,394	10,616
Dawson	310	446	386	354	1,496	310	446	386	430	1,572
Forsyth	2,566	2,407	1,851	2,485	9,309	2,982	3,650	1,851	2,485	10,968
Gilmer	186	188	203	243	820	186	188	203	327	904
Hall	1,196	1,196	1,112	1,302	4,806	1,363	1,778	1,479	1,706	6,326
Lumpkin	205	23	199	228	655	205	32	199	228	664
Pickens	132	125	164	230	651	132	125	164	230	651
<b>REGION</b>	<b>6,879</b>	<b>6,671</b>	<b>6,096</b>	<b>7,229</b>	<b>26,875</b>	<b>7,462</b>	<b>9,719</b>	<b>6,720</b>	<b>7,800</b>	<b>31,701</b>

Source: US Bureau of the Census, 2021

**VALUATION OF CONSTRUCTION, DOLLARS IN THOUSANDS**

COUNTY	2017	2018	2019	2020	Total
Cherokee	\$640,626	\$784,560	\$661,444	\$669,764	\$2,756,394
Dawson	\$63,155	\$77,267	\$71,479	\$93,206	\$305,107
Forsyth	\$380,522	\$405,556	\$318,212	\$413,289	\$1,517,579
Gilmer	\$29,401	\$32,289	\$33,787	\$49,006	\$144,483
Hall	\$252,064	\$294,876	\$280,445	\$347,411	\$1,174,796
Lumpkin	\$36,461	\$4,749	\$37,320	\$47,635	\$126,165
Pickens	\$30,606	\$33,267	\$43,572	\$64,174	\$171,619
<b>REGION</b>	<b>\$1,432,835</b>	<b>\$1,632,564</b>	<b>\$1,446,259</b>	<b>\$1,684,485</b>	<b>\$6,196,143</b>

Source: US Bureau of the Census, 2021

This trend of growing residential populations is expected to continue given the Dawsonville area features an affordable cost of living and a variety of employment opportunities and recreation amenities, such as:

- Campuses for Northside Hospital (Cumming) and Northeast Georgia Medical Center (Gainesville) provide options for emergency and in-patient medical care within 27 miles of Dawsonville.
- Lake Lanier is among Georgia’s premier tourist and recreation destinations, drawing more than 10 million visitors every year prior to the pandemic.
- Dawsonville features a campus for Lanier Technical College, while the main campuses for Lanier Technical College, Chattahoochee Technical College, Brenau College, and the University of North Georgia are all within 30 miles.
- South of Dawson County, Georgia 400 has become a growing corridor for a variety of hi-tech and science industries, as well as for distribution centers, highlighting the significant prospects for employment opportunities in the future.



Presently, within the city of Dawsonville there are approximately 3,200 acres of land that could be considered undeveloped or underdeveloped, referring to land currently used for rural or low-density suburban uses but capable of sustaining more intensive residential, commercial, or institutional activity. While it's understood some of this land may never be developed within the planning horizon, particularly those areas exhibiting environmentally sensitive conditions or protected for conservation purposes, it signifies the potential for near-term growth just within city boundaries. If just 1,000 acres were developed at rural subdivision capacities, that would still be more than 500 -1,000 new housing units.

Adding to this potential is the capacity for Dawsonville to annex new land. If Dawsonville remains open to future annexations, the city would be in line to receive more of the general growth coming to Dawson County, with residents seeking the small-town charm, mix of land uses, and civic amenities as an appealing alternative to typical suburban subdivisions. Depending on the development types sought and allowed, it's entirely possible to see Dawsonville and the immediately surrounding area harbor up to 10,000 residents by 2040, with Dawson County surpassing 40,000 residents or more. Depending on the forces involved, those figures could be even higher.

**POPULATION PROJECTIONS**

COUNTY	2025	2030	2040	2050	Δ 2025 - 2050	
					#	%
<b>Forsyth</b>	285,085	334,204	418,482	544,518	259,433	91.0%
<b>Cherokee</b>	271,775	283,999	307,551	331,424	59,649	21.9%
<b>Hall</b>	222,479	237,080	263,894	288,501	66,022	29.7%
<b>Pickens</b>	36,841	38,936	40,965	42,585	5,744	15.6%
<b>Lumpkin</b>	36,027	38,311	42,370	46,634	10,607	29.4%
<b>Gilmer</b>	32,402	32,891	32,171	31,309	-1,093	-3.4%
<b>Dawson</b>	<u>31,420</u>	<u>36,790</u>	<u>43,867</u>	<u>52,901</u>	<u>21,481</u>	<u>68.4%</u>
<b>Dawson Region</b>	916,029	1,002,211	1,149,300	1,337,872	421,843	46.1%

Source: US Bureau of the Census, 2022

Existing projections for the Dawson County region show as many as 420,000 new residents moving to the area by 2050. A growth rate of more than 46%. Being centrally located and being closest to established job centers and arterial highways, however, means Dawson County should expect to see a proportionately higher share, likely **doubling in population in that time frame**. As those growth trends play out, both Dawson County and Dawsonville will have to find ways to provide those residents (and their affiliated commercial and other activities) with sufficient public facilities and utilities so that the area retains, or improves, the level of service. New households also mean a demand for more parks, more schools, more emergency service personnel, and more requests to maintain local roads.



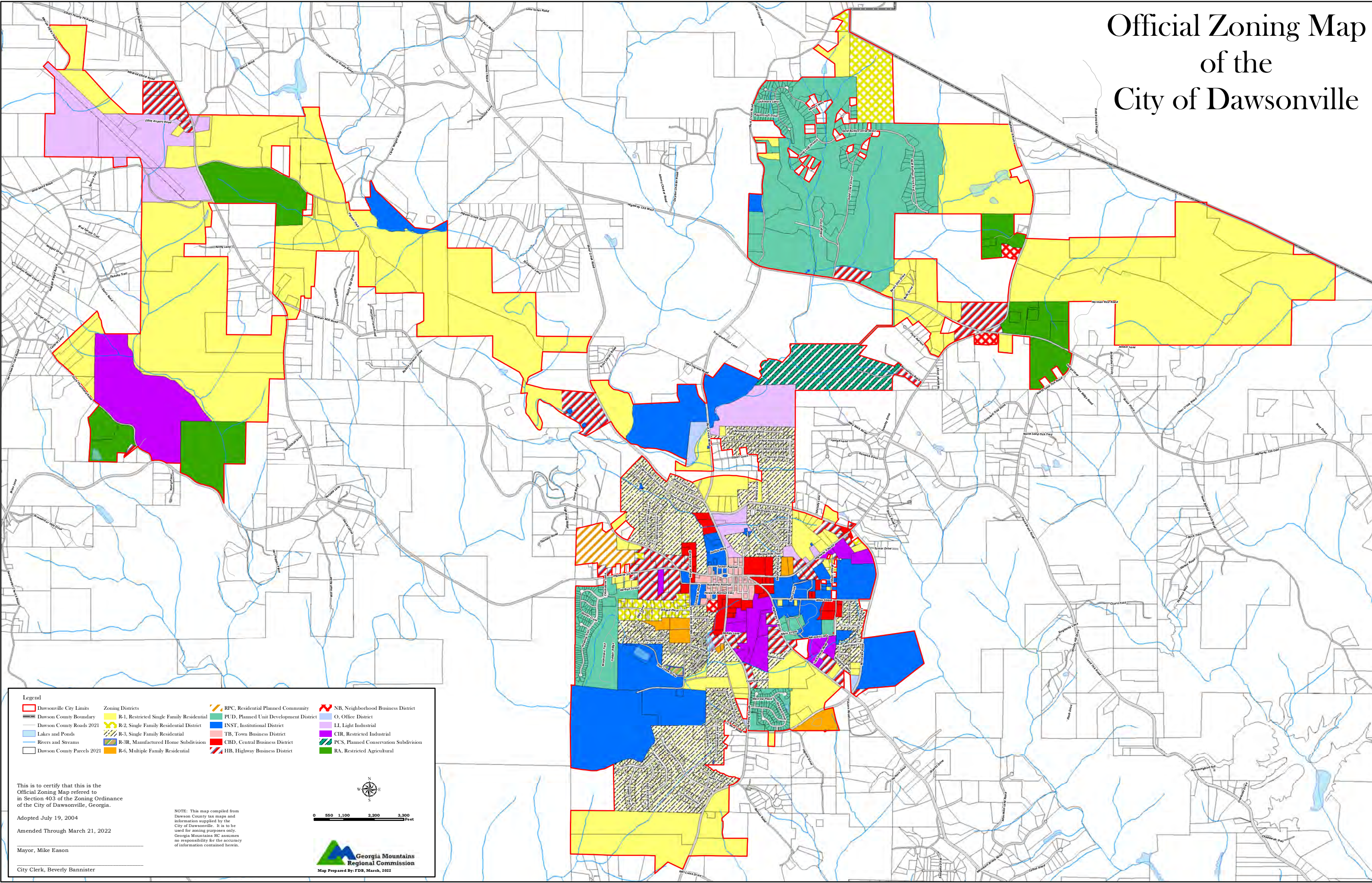


Recent article from Dawson County news highlighting residential development in the area.

When it comes to facilities and utilities, however, the City of Dawsonville is not responsible for all the public services provided to its citizens. As a governmental entity, the City is focused on administration of a few key services and land use management. In addition to administrative positions, there departments for Downtown Development, Geographic Information Systems, and maintenance of the city cemetery. Regarding public services, Dawsonville is responsible for providing water, wastewater, stormwater management, roads, and parks to city residents, while Dawson County provides law enforcement and emergency services. Education is provided via the Dawson County School Board, while the local library is managed as part of the Chestatee Regional Library System. To date, this model has allowed the City to maintain a streamlined government operation that has been, according to surveys in recent comprehensive plans, considered mostly above average to citizens and local businesses. The ability to maintain that level of service will depend on how improvements and expansion is done to accommodate the future growth expected in and around the city.

To offset the demand on county public safety services, Dawsonville contributed to the Dawson County Sheriff’s Office just under \$160,000.00 in FY 2022 and project the same amount or more in FY2023 and each subsequent year to offset the cost of two additional deputies. An additional \$400,000.00 was contributed in FY2022 to purchase an ambulance for Dawson County EMS.

# Official Zoning Map of the City of Dawsonville



**Legend**

Dawsonville City Limits	Zoning Districts	RPC, Residential Planned Community	NB, Neighborhood Business District
Dawson County Boundary	R-1, Restricted Single Family Residential	PUD, Planned Unit Development District	O, Office District
Dawson County Roads 2021	R-2, Single Family Residential District	INST, Institutional District	LI, Light Industrial
Lakes and Ponds	R-3, Single Family Residential	TB, Town Business District	CIR, Restricted Industrial
Rivers and Streams	R-3R, Manufactured Home Subdivision	CBD, Central Business District	PCS, Planned Conservation Subdivision
Dawson County Parcels 2021	R-6, Multiple Family Residential	HB, Highway Business District	RA, Restricted Agricultural

This is to certify that this is the Official Zoning Map referred to in Section 403 of the Zoning Ordinance of the City of Dawsonville, Georgia.

Adopted July 19, 2004  
Amended Through March 21, 2022

Mayor, Mike Eason  
City Clerk, Beverly Bannister

NOTE: This map compiled from Dawson County tax maps and information supplied by the City of Dawsonville. It is to be used for zoning purposes only. Georgia Mountains RC assumes no responsibility for the accuracy of information contained herein.

0 550 1,100 2,200 3,300 Feet

Georgia Mountains Regional Commission  
Map Prepared By: FDB, March, 2022





## ASSESSMENT OF PROJECTED NEEDS

As impact fees are designed to aid in covering the costs of facility and service needs driven in part by new development, the crux of a community's impact fee schedule rests in the calculation of projected costs for needed capital improvements. Regarding the public services and facilities eligible for funding via impact fees under Georgia law, the GMRC worked with City staff to identify known and projected demands for the foreseeable future, developing an estimation of costs for capital improvements needed to service those demands. This information will be useful in calculating the potential expenses eligible for funding generated by impact fees.

*Note: Some of the expenses shown in the following table include projects currently scheduled to begin in 2023. It is unlikely the City will be prepared to collect and spend impact fee revenues toward any projects until 2024 at the earliest, so these projects may not factor in the development of an eventual formal Capital Improvement Element.*

Of the categories for eligible expenses, the City does not provide libraries or emergency response services, so the only expenses Dawsonville expects to incur revolve around roads, parks, select stormwater management features, and the utilities of water and wastewater. Preliminary reviews of planned or proposed capital projects for Dawsonville suggests enough potential expenses that the City could employ impact fees to help offset some costs. Given the size and configuration of the city, it is reasonable to consider the projects for roads, parks, and recreation to be applicable for all residents and all parts of the community, thus rendering them part of a single city-wide service area. If all those projects are found eligible for impact fee consideration, that would provide an initial budget of almost \$35,000,000 from which the proportional impacts of growth are calculated. The projects identified for stormwater, water, and wastewater utilities would need to be reviewed for possible divisions into service areas, but their combined project loading would add roughly an additional \$44,000,000 of costs to be considered.

Projects for roads and stormwater alone are projected to approach \$45,000,000 in costs within the next 20 years, and the need for such projects will only grow more critical as Dawsonville grows; Any increase in development, at least a minimum of which is expected regardless, will increase the traffic loading on local roads and add more impervious surface coverage and therefore increase stormwater runoff. Even if the proportional share of impacts realized from new development is small, that could still add several thousands of dollars to the revenues used to pay for such projects. More importantly, if Dawsonville grows at volumes comparable to those experienced in the past 20 years, then it would increase both the need for these improvement projects and the extent to which new development is contributing to that demand, further justifying the use of impact fees to offset expenses.



Note: The City pays Dawson County for dedicated law enforcement personnel, which is another expense eligible for use of impact fees. Adding this service to the CIE would require careful review of the metrics applied and how this service compares to that provided to the county, in order to avoid violating the local Service Delivery Strategy. Analyses regarding costs for this service will be done later in 2023.



**DAWSONVILLE – PROJECTED CAPITAL IMPROVEMENT NEEDS**

PROJECT	ESTIMATED COST	TIMELINE
<b>Parks and Recreation</b>		
Building two Pickle Ball courts	\$200,000	2023
Building one Basketball court	\$200,000	2023
Adding another Farmer market- acquire land	\$1,500,000	2023-2024
Adding 2 more Pavilions	\$100,000	2023-2024
Cemetery Parking Lot Paved - Maintenances	\$200,000	2023-2024
Parks-Playgrounds-Disc Golf-Fencing-Trailers-Basketball Courts Maintenances	\$400,000	
Farmers Market Maintenances	\$250,000	
1 New Bathroom to Park	\$300,000	TBD
Building New Splash pad	\$800,000	TBD
Exercise Equipment to be add -Maintenances	\$100,000	TBD
Downtown Infrastructure	\$5,000,000	TBD
<b>Total - Parks and Recreation</b>	<b>\$9,050,000</b>	
<b>Roads &amp; Stormwater</b>		
Roads - Culverts Pipes to be add - Maintenance	\$20,000,000	TBD
Roundabout Allen Street 53 East	\$5,000,000	TBD
Intersection improvement 9 North -Perimeter Road	\$5,000,000	TBD
Intersection Improvement 9 South -Perimeter Road	\$5,000,000	TBD
Perimeter Road Extension (Land acquisition)	\$5,000,000	TBD
Sidewalks (Maintenance/ Extension)	\$5,000,000	TBD
<b>Total - Roads &amp; Stormwater</b>	<b>\$45,000,000</b>	
<b>Water &amp; Wastewater Utilities</b>		
Water line upgrade (Academy Ave. - Allen St.)	\$200,000	2024
Wastewater Treatment Plant	\$11,000,000	2024
New well	\$1,500,000	2028
Water line extension	\$800,000	2028
Sewer line upgrades	\$1,000,000	2030
New well	\$1,800,000	2035
New water storage tank	\$3,000,000	2038
Sewer plant upgrades/ improvements	\$3,000,000	2040
New well	\$1,800,000	2042
Water line extension	\$900,000	2042
<b>Total - Water &amp; Wastewater Utilities</b>	<b>\$25,000,000</b>	
<b>Total – All Projects</b>	<b>\$79,050,000</b>	



To verify the eligibility and value of the projects listed, the City of Dawsonville will need to define the service areas for the three utilities during the CIE development process. While every portion of Dawsonville uses the water, wastewater, and stormwater services in some way, the distribution of networks means each individual improvement project may not directly benefit every city property equally, if at all. To properly account for proportionate share of benefit and cost, the relationship between the improvement and new development must be made clear.

Each of the utilities has a distribution/ collection network that is largely determined by topography, which means select capital projects may only serve a subsection of the city. A quick review of topography and system infrastructure would allow City staff and the Advisory Committee to confirm which improvements serve which parts of the community, and thus make determinations about the extent of how to divide these utilities into service areas as applicable for an impact fee program.

Once the service areas are confirmed, the City must then confirm the metrics to be used for calculating existing service levels. For every service considered for the impact fee program, the City staff and Advisory Committee will want to define the metrics used for measuring the performance of each. Once confirmed, these units of measure will be used to determine the proportional impacts from new development, and therefore approximately how much should be charged as an impact fee to offset that impact. For the types of services and utilities under consideration in Dawsonville, the State provides the following sample/ recommended metrics:

Public Service / Utility	Measure / Level of Service	Types of Development Charged	Typical Unit of Demand
Water treatment and supply	Average gallons of treated water consumed per day; other criteria such as peak usage; line diameter, storage capacity.	Residential	• Household units
		Other	• Meter size.
Wastewater treatment	Gallons per day treated; gallons per day permitted for release into surface water or land treatment.	Residential	• Household units
		Other	• Meter size.
Stormwater mgmt., flood control	New runoff generated; impervious surface created, grade change, miles of shoreline.	All land uses	<ul style="list-style-type: none"> <li>• Total project acres</li> <li>• Acres of impermeable surface created</li> <li>• Acres of land disturbed</li> </ul>
Parks, recreation, and open space	Acres per 1,000 pop. by park category (e.g., neighborhood, community, regional, etc.) service radius or design capacity by park category.	Residential	• Household units
		Commercial*	• Square feet of space
		Commercial*/ Industrial	• Often not charged.
Roads, streets, and bridges	LOS level by functional class of road (e.g., arterial, collector, etc); other criteria such as: volume to capacity ratios; lane miles.	All uses	<ul style="list-style-type: none"> <li>• Trips generated by land use</li> <li>• Average trip length</li> </ul>
		Residential	• Household units
		Commercial	<ul style="list-style-type: none"> <li>• Square feet of space</li> <li>• Number of employees</li> </ul>
		Industrial	• Number of employees



Since the items in the parks and recreation category will likely be applicable to the whole city, we can use a simplistic application of those metrics to preview how the impact fee modeling will work for Dawsonville. The City maintains two public parks, Main Street Park and Glen Wallace Park. Combined they provide approximately 20 acres of park space for the existing population. If this ratio is considered satisfactory, the standard for parks could be calculated as follows:

$$\frac{20 \text{ acres}}{4,172 \text{ total population}} = 0.00479 \text{ acres per person}$$

In accounting for growth, then, the City would apply the acres per person ratio to future populations to identify the amount of additional park space desired to maintain a satisfactory parks system for a larger population base.

Total Population Level	Net New Population	New Parks Acreage Needed
4,500	328	1.57112
5,000	828	3.96612
5,500	1,328	6.36112
6,000	1,828	8.75612
6,500	2,328	11.15112

Based on this formulation, the City of Dawsonville would be eligible to charge impact fees on new development to generate funds for the purchase of additional land for park space by allocating the cost of that new land proportionately to applicable development types. In this instance, an average household size could be used to guide that ratio. For Dawson County, the average household size in 2017-2021 was 2.67 persons per unit.

Total Population Level	Net New Population	Net New Households
4,500	328	122.85
5,000	828	310.11
5,500	1,328	497.38
6,000	1,828	684.64
6,500	2,328	871.91

Given these figures, we establish that each new household is creating a demand for approximately 0.078 acres of park space. As a result, the calculation for impact fees for park land would be:

$$\text{Price per acre of land} \times 0.078 = \text{Impact Fee (for parks) per new housing unit}$$

If the assigned value of land is considered, for example, \$10,000 per acre, then the park space share of impact fees would be approximately \$780.

Calculating the total Parks and Rec impact fee for new housing units would require doing the same process for each identified project: Playground equipment, tennis courts, restroom facilities, etc. Each would have its own metric for generating its own ratio, and ultimately all of those individual fees would be added together to create the Parks and Rec share of any impact fees levied in Dawsonville.



In addition to the projected costs for each capital improvement project, the City of Dawsonville would be eligible to assign an administrative cost to managing the program. This is to cover the costs for manpower in administering the funds, maintaining the budgetary and reporting necessary to comply with State law, and for managing any appeals, program updates, and other costs associated with the having impact fees. Most communities reviewed for this project employ a percentage rate of the fees collected as part of the process. If Dawsonville did likewise and charged 3% as their rate for administration, that would allow for additional revenues to be collected as part of the process. 3%, for instance, would yield an additional \$30,000 in administrative revenues for every \$1,000,000 of project funding acquired.

DRAFT



**ANALYSIS OF POTENTIAL IMPACT FEE SCHEDULES**

The purpose of any impact fee program is to create a vehicle for collecting funds to help pay for needed capital improvements. Georgia’s laws regarding impact fees provide framework for how those fees are to be calculated, to ensure they are directly tied to development that is driving the needed projects, and that the costs are not unduly placing an unfair amount of that cost onto new development instead of existing constituents.

Assessing possible fee schedules for Dawsonville means reviewing Dawsonville’s projected demand for improvements (and their respective costs) and by comparing the rates and performances of impact fees from other area governments. While population projection for municipalities is typically less accurate due to the uncertainty of annexation, it’s not without reason to suspect that as a county grows in population that urban centers will grow in proportion. Certain demographics will seek town/ city lifestyles and amenities compared to more rural settings, with some considering immediate access to things like health care and schools a necessity. Given this knowledge, it’s possible to deduce potential population projections for Dawsonville as a related share of all growth coming into Dawson County.

Based on knowledge of permitted or approved residential lots and considering the City’s propensity for slightly smaller household sizes compared to the county, it’s a reasonable deduction that Dawsonville will see another notable jump in population figures by 2025. Depending on the propensity for other local landowners sell, or for new developers to seek annexation into the city, it’s assumed this recent rate of growth will taper off but remain comparably high.

**POSSIBLE POPULATION PROJECTION SCENARIOS**

	2025	2030	2040	2050	Δ 2025 - 2050	
					#	%
<b>DAWSON COUNTY</b>	31,420	36,790	43,867	52,901	21,481	68.4%
<b>DAWSONVILLE</b>						
<b>Straight line</b>	5,674	7,527	9,216	10,753	5,079	146.6%
<b>Proportionate share</b>	5,103	6,625	8,071	9,368	4,265	123.1%
<b>Regional average</b>	4,962	6,344	7,595	8,712	3,750	108.2%

Sources: Dawson County - US Bureau of the Census, 2022  
 Dawsonville – GMRC, 2023

Whether or not these projections and growth rates are accurate for those years is less important than whether or not the City wishes to prepare for a possible future where it reaches those size thresholds. At certain points the population will be large enough to necessitate additional law enforcement and emergency service personnel from the County, for instance, and such investment in those services typically spurs even more growth. The reason is that different levels of service have different points at which they’re considered optimally efficient. The same number of households that works best for, say, parks and fire stations might be inefficient for schools and road maintenance. Dawsonville will need to continually monitor how evolving growth pressures impact the efficiency of each service and utility to shape ongoing decisions about land use and development policies.



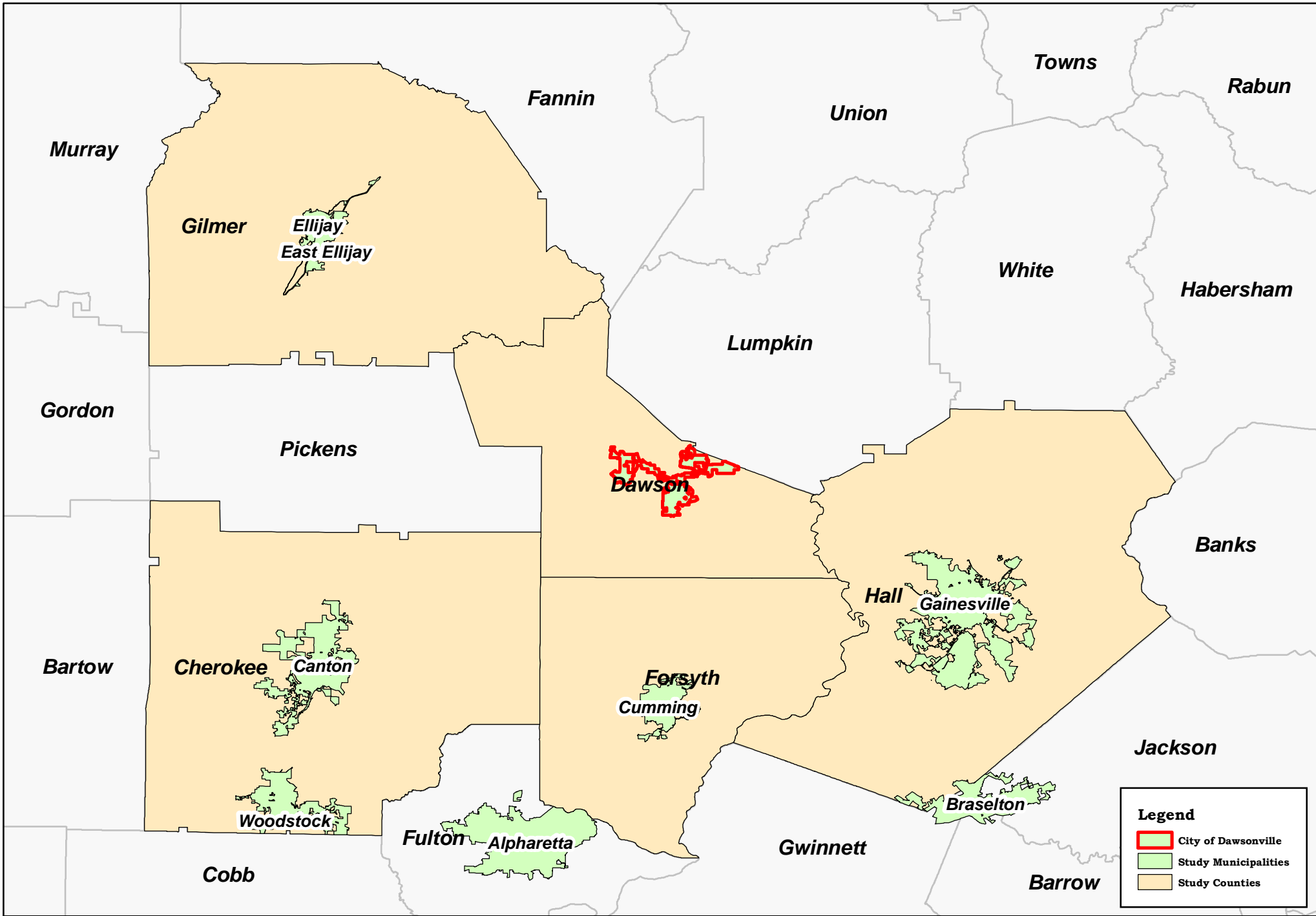
When reviewing data from other local governments, the GMRC considered communities that are within proximity to Dawsonville’s portion of metropolitan north Georgia. The intent was to identify communities that might be experiencing, or have experienced, growth pressures comparable to Dawsonville, and with which many area developers, contractors and realtors may be familiar. Given these parameters, there are currently 11 communities around Dawsonville employing impact fees. (In one case, the Ellijay-Gilmer County Water & Sewer Authority (EGCWSA) is the agency so endowed.)

Bearing in mind that impact fees are calculated based on the relative need for projects defined by each community, there tends to be a range of common values at play within the fee schedules in the surrounding area:

- Not every community applies fees to non-residential development, and those that do are split into two camps: Those with a very specific breakdown of uses based on classic industry types, reaching over 75 different categories, and those with just a handful of general categories such as commercial, office, and industrial. Which approach a community considers should be based on the number of application types expected and the extent to which various non-residential uses will contribute to the capital project needs being addressed. There’s also the matter of program administration and whether or not the local government is capable of managing a planning and application process with much greater details.
- Residential uses are consistently the primary focus of impact fees among participating communities. A theme echoed during most local government budgeting discussions is the reflection on how residential properties generally require more costs in government services provided than property tax revenues raised, whereas non-residential properties are the opposite. This is primarily due to how it is the actual residents, moreso than daytime employees or tourists, who demand not just utilities and roads but also parks, schools, law enforcement, and other services.

**RESIDENTIAL IMPACT FEE RATES**

Jurisdiction	Single-Family Detached	Condos/ Townhomes	Multi-Family/ Apartment
Alpharetta	\$6,689.53	\$6,689.53	\$6,689.53
Cumming	\$4,589.00	\$3,002.00	\$3,002.00
Canton	\$3,945.75	\$3,782.97	\$3,819.83
Forsyth Co.	\$3,641.00	\$2,310.00	\$2,310.00
Gainesville	\$2,802.91	\$2,802.91	\$2,802.91
Dawson Co.	\$2,567.21	\$2,535.08	\$2,542.36
Cherokee Co.	\$2,008.64	\$1,955.50	\$1,967.53
Woodstock	\$1,509.72	\$1,509.72	\$1,509.72
Hall Co.	\$1,241.93	\$1,241.93	\$1,241.93
EGCWSA	\$610.00	\$610.00	\$610.00
Braselton	\$562.39	\$562.39	\$562.39
<b>Total Average</b>	<b>\$2,742.55</b>	<b>\$2,639.20</b>	<b>\$2,644.82</b>



# City of Dawsonville Impact Fee Study Study Area







Knowing the fees charged around the region helps provide context for how any fees charged by Dawsonville will skew their housing market. Assuming the City doesn't wish to charge fees high enough to stand apart from the crowd, we can use the range of fees offered in the region to provide an indication of the potential revenues for a program in the city. Dawsonville's actual impact fees would be based on their particular needs and pro-rated cost share calculations, but using fees that have them in line with neighboring communities allows us to project possible revenues.

Using the regional average for growth rates, Dawsonville should expect to see approximately 68 new residential units activated (completed and permitted for occupancy) each year, on average. Clearly this will vary from year to year, with some subdivisions or multi-family projects creating spikes in the counts while other years might find lulls in the local market. Based on this count, you can project a range of potential revenues from new residential construction.

**POTENTIAL DAWSONVILLE REVENUES - Regional Average Growth Scenario**

Residential Impact Fee	Annually (Approx.)	Through 2040
\$5,000	\$340,000	\$6,460,000
\$4,000	\$272,000	\$5,168,000
\$3,000	\$204,000	\$3,876,000
\$2,000	\$136,000	\$2,584,000
\$1,000	\$68,000	\$1,292,000

High Growth Scenario

If the city pursues, or is besieged by, a more aggressive era for development, the figures would obviously be higher. As noted previously, Dawsonville already currently harbors roughly 3,200 acres of underdeveloped land. It is also surrounded by more comparably underdeveloped land within the county that might be offered for annexation into the city over the next 20 years; Given the cost efficiency of nodal building patterns and the tendency of residents to prefer access to neighborhood amenities, it is common for towns and towns to evolve in strong growth cycles, attracting notable shares of growth in their regional area.

For Dawsonville, high growth projections show the city doubling in population in the next 20-30 years. If half the existing available land was developed to residential uses at a rough net yield of 1-unit per acre, that alone would mean 1,500 +/- new housing units. According to American Community Survey data for the period 2017-2021, the average household size in Dawson County is 2.67 persons per household. These figures indicate how Dawsonville has the realistic potential to accommodate 4,000+ new residents.

**POTENTIAL DAWSONVILLE REVENUES – High Growth Scenario**

Residential Impact Fee	Annually (Approx.)	Through 2040
\$5,000	\$405,000	\$7,695,000
\$4,000	\$324,000	\$6,156,000
\$3,000	\$243,000	\$4,617,000
\$2,000	\$162,000	\$3,078,000
\$1,000	\$81,000	\$1,539,000



More importantly, harboring all those new households will surely bring additional commercial development, as well, providing those residents with additional outlets for shopping, dining, and services. All of which will impact City utilities and services, from traffic to wastewater and beyond.

As the City completes its 2023 Comprehensive Plan update, it will consider options for growth strategies that will guide policy on allowable densities, acceptable land uses, and the extent Dawsonville should pursue growth and development. As these strategies become clear, the City can explore the ramifications of such on the viability of an impact fee program, and in particular the extent that non-residential uses should be included in the program. If Dawsonville expects to have enough land developed for commercial, institutional, or industrial uses, they may find it worthwhile to include these uses in the calculations for any impact fees. If the share of new development going to these uses is marginal, it may not be worth the effort to add the extra administration.

Currently, Dawsonville features approximately 1,000 acres of non-residential development to support its existing population of 4,100 people. While that ration would not need to remain the same as the city grows in population, it would need more in specific categories in order to sustain the commercial needs of area residents. Restaurants, home services, medical offices, automotive shops and fueling stations, for instance. Such necessities will develop in the area, and if Dawsonville doesn't support their development, then they'll nearby in the county.

<b>Dawsonville Acreage by Zoning Category - 2023</b>		
R-1 - Restricted Single Family Residential	2,394.09	43.1%
R-2 - Single Family Residential	103.76	1.9%
R-3 - Single Family Residential	534.37	9.6%
R-3R - Manufactured Home Subdivision	2.40	0.0%
R-6 - Multi Family Residential	33.97	0.6%
RPC - Residential Planned Community	38.24	0.7%
PUD - Planned Unit Development	696.03	12.5%
INST - Institutional	519.93	9.4%
TB - Town Business	20.85	0.4%
CBD - Central Business District	58.70	1.1%
HB - Highway Business	198.36	3.6%
NB - Neighborhood Business	12.96	0.2%
O - Office	12.57	0.2%
LI - Light Industrial	285.54	5.1%
CIR - Restricted Industrial	231.95	4.2%
PCS - Planned Conservation Subdivision	104.86	1.9%
RA - Restricted Agricultural	306.38	5.5%
<b>TOTAL</b>	<b>5,554.96</b>	<b>100.0%</b>

A conservative projection would suggest the City should plan to accommodate, at a minimum, some 200 acres of commercial and office activity alone to support a doubling of its population. Depending on the prevailing growth patterns elsewhere in the county, Dawsonville might also see opportunities to take on more goods production activity, as well, not only to provide job opportunities for residents but to diversify the tax base and minimize the dependency on residential property taxes.

Given this factor, the City should analyze the potential for implementing impact fees on commercial activity *after* it has an improved understanding of citizens objectives regarding future growth strategies. This will provide an indication of how much, and what types, of non-residential growth are favored by the community, at which point the City can better assess the potential impacts of that growth. If such land uses are directed to key locations already prepared with the utility and infrastructure capacity, or in areas on the fringes of municipal boundaries, Dawsonville may consider avoiding non-residential impact fees as both a lure for development in order to reap the sales and property tax revenues.



**ASSESSMENT OF PROGRAM ADMINISTRATION**

Any local government considering the implementation of a new program wishes to do so in a manner that will be efficient and as smooth as possible. To this end, Dawsonville wished to outline how an Impact Fee Program must be managed in accordance with State law, assess how other area programs are administered, and evaluate of how to best administer a possible program of their own.

**IMPLEMENTATION**

If they City chooses to levy Impact Fees, Dawsonville must first complete the materials needed to legitimize and formalize their particular program.

Maintain a State-approved Comprehensive Plan

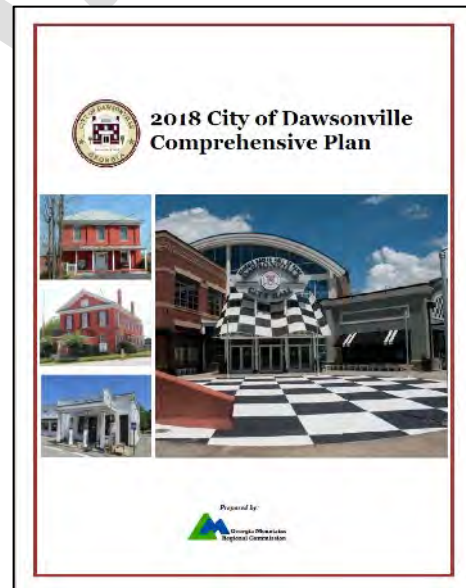
Since the 1980’s, Georgia has encouraged local governments to practice comprehensive planning, utilizing a publicly driven process to map out an appropriate and cost-efficient strategy for managing public resources and policies in hopes of achieving the healthy and prosperous communities. The State incentivizes this by linking DCA-approved plans with access to certain financial resources. Eligibility for these incentives is called Qualified Local Government (QLG) status. Comprehensive plans also form the basis for local land use regulation and for coordinating capital projects, giving the documents a critical role in shaping select government programs and policies. Local governments wishing to impose development impact fees must have an adopted comprehensive plan that meets the *Minimum Standards and Procedures for Local Comprehensive Planning*.

As per DCA rules, regional commissions are obligated to develop sufficient comprehensive plans for local governments upon request, at no additional cost to the local government. This can include updates, amendments, and optional elements depending on arrangements between the local government and the regional commission. Dawsonville’s comprehensive plan is due for its required update by October 31, 2023, and that project is being facilitated by the GMRC. This means there is no cost to the City to maintain their comprehensive plan apart from staff time participating in the process to ensure the final product is satisfactory for Dawsonville.

Regardless of whether the City pursues impact fees, the GMRC recommends the City develop a more detailed capital budgeting program that would aid future planning processes and would Dawsonville coordinate policies for growth with aims for fiscal efficiency.

Establishment of an Impact Fee Advisory Committee

Georgia’s impact fee laws require local governments to establish a Development Impact Fee Advisory Committee consisting of five (5) to ten (10) members, at least half of which must come from the





development, building and/or real estate industries. This committee is to serve as a principal resource in shaping the program, guiding the nature and details of any local program, and facilitating discussion with the public about the intent, benefits, and alternatives being considered. By involving critical stakeholders in the development of any program, a local government better ensures the final product is practical for their community and is more likely to be supported.

Given the role of this committee, identifying potential members would be the first step to be explored. The City should contact various parties to weigh their interest and look to foster an initial discussion with the candidates and staff to ensure everyone begins with a working knowledge of impact fees and the potential application in that community. Once established, the committee will assist with the creation of the CIE, providing comment and questions on the existing and projected levels of service, linking capital improvement needs with new development, and the best ways to apply impact fees in their community.

Adopt a Capital Improvement Element (CIE)

The CIE is a planning tool that assesses the needs for facilities eligible under the rules for impact fees. The CIE should encompass both short-term (five year) and long-term (six to twenty year) capital improvement needs, and explicitly illustrate how these needs are tied to levels of service within the community. For larger communities, the CIE should also account for how certain facilities or infrastructure have defined service areas if they're not available to every citizen. Once developed, the CIE is adopted as part of the comprehensive plan and is used to identify the specific improvements to be funded using impact fee revenues.

The following items must be included in the CIE, and they must be developed individually for each category of capital facility to be financed with impact fees:

<b>Inventory of Existing Levels of Service</b>	Using guidance from State rules, this would establish the metrics used in linking facilities and services with the local demand. This can include number of households, number of residents, number of customers, etc. A metric must be established for each service to be considered in the CIE.
<b>Establishment of Service Areas</b>	For any service not considered applicable to the full jurisdiction, the extent of the service area must be defined to determine the areas eligible for collection of any fees related to that service. Examples include water and sewer service areas, fire station districts, etc.
<b>Establishment of Future Levels of Service</b>	This links growth scenarios to the metrics established in the <i>Existing Levels of Service</i> component. Each metric is weighed against models of population growth and projected



<b>Projection of Facility Needs</b>	development are used to project changes in demands for those services.
<b>Schedule of Improvements for the first five years after CIE adoption</b>	Based on the calculations in the <i>Future Levels of Service</i> component, the City then assesses how much of the needed improvement costs can be attributed to the net impacts of new development. Any improvements driven by new development are eligible for factoring in an impact fee program.  This is the slate of action items (capital improvements) to be pursued during the time of collection for impact fees. The projects eligible for use of impact fee revenues must be clarified in advance, and only eligible projects can be included in this list. This schedule of improvements can be included as a component of the City's <i>Work Program</i> within their comprehensive plan.

The CIE must be developed in accordance the with the *Minimum Standards and Procedures for Local Comprehensive Planning* and must be approved by DCA before it can be considered valid.

The GMRC can assist with the development of such an element, possibly at some cost depending on the scope of work assigned. Dawsonville does have the benefit of being a small city, wherein most or all services could be considered city-wide, simplifying the declaration of service areas and aligning costs with performance metrics. This particular study has also advanced the clarity of information of capital project needs and their projected costs for Dawsonville. This means the bulk of creating the CIE would lie in finalizing details about the projects and figuring out a work schedule that would be harmonious with potential revenues, and with the validation of population projections or other factors used to calculate future demand.

Costs for consultants to do this work (based on projects seen by the GMRC) can range from \$15,000 - \$50,000, but most of those have been for governments with larger populations (such as counties) and/or with much greater expenses for local services. Both Cumming and Gainesville, for instance, have much larger budgets than Dawsonville for parks and recreation. The GMRC advises the City of Dawsonville to review samples of current CIEs from other local governments and produce as much comparable data in house before exploring the need for a consultant. This would at least ensure any outside contractor hired to produce the CIE would need only minimal work.

Adopt an Impact Fee Ordinance

Once a local government has identified their needs and assessed the viability of impact fees, they must formalize their program by codifying the fees, service areas, and other elements into their local ordinances. This will designate the rates charged, the types of developments to be affected, the rules and procedures for assigning and collecting the fees, and the administration of the program.



Comparable ordinances can be reviewed from other jurisdictions like those referenced in this report. While the ordinance can be drafted by City staff, the GMRC, or other parties, they should ultimately be reviewed by the City attorney for compliance with State law and to ensure it is harmonious with local ordinance language. It is presumed the ordinance can be drafted at minimal or no cost save for attorney's fees and the advertising associated with any public hearing processes required by the City.

The ordinance must allow parties to appeal the imposition of fees for their project and/or request an individual assessment of impact fees for their property. The intent is to provide a system allowing credit to developers or other applicants who may have already paid fees or made dedications for a project, and/or a refund policy if such credits exceed the assigned impact fee. There must also be a clarification of the development types for which fees are and are not applied. The impact fee ordinance must also mandate that revenues be spent on the services specified and in the service areas from which the fees were collected.

Once drafted, the impact fee ordinance must go through two public hearings (at least 2 weeks apart) prior to implementation. Efforts should be made to invite to these hearings a variety of potentially affected parties, such as developers, builders, citizens and other interested stakeholders.

Once these things are in place, a local government may enact their program and begin to levy fees in accordance with the terms of their ordinance and the CIE component of their comprehensive plan. It is presumed the adoption of a CIE would take about 6-9 months minimum, depending on the extent of analysis done for various services. For instance, if the City focused on 1-2 city-wide services, the analysis and establishment of the demands and fee schedule would be less involved than trying to do 4 services with some possible differentiation in service areas.

Regardless of the path chosen, the GMRC would make itself available to assist to the best extent possible.



## ADMINISTRATION

Once the elements are in place for the City to implement the program, Dawsonville must still have personnel in place to administer the program and fulfill obligations to maintain State approval. Much of this can be done with existing personnel, but it will require making sure those staff are capable, have the time, and are duly trained and supported to deliver the program as designed.

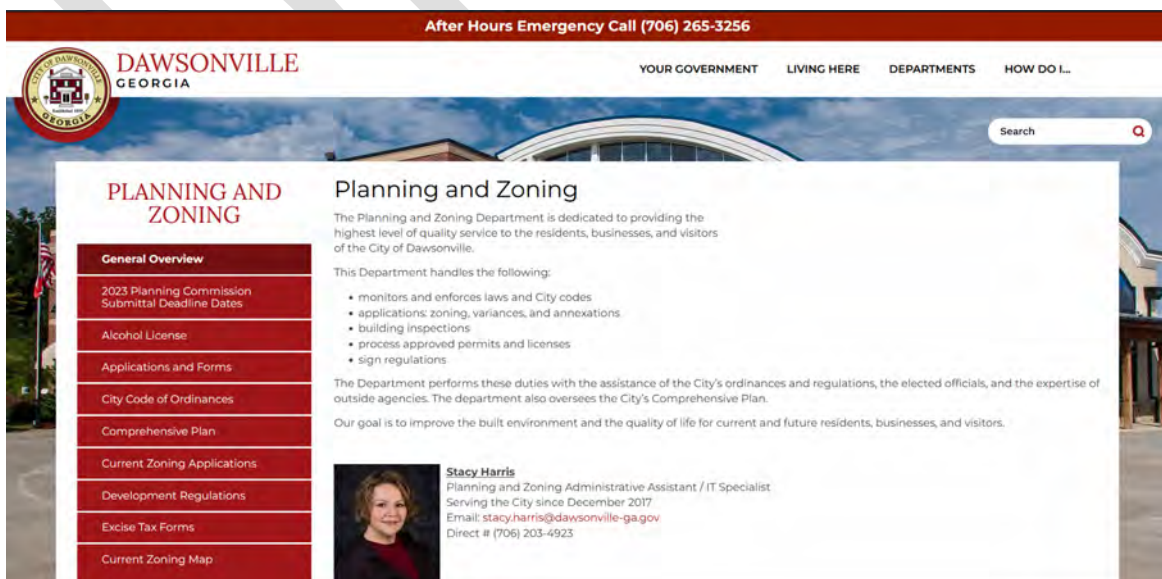
### Program Management/ Operating Costs

General administration of the program happens at three levels:

**Promotion and collection of impact fees:** Traditionally done in the same manner as other development fees, the City needs to make sure information about the fees, including when and how to pay, is up front and available to all landowners, developers, contractors, and other potentially affected parties. This would include information accessed via social media and online platforms, with the fees, their use, and their applicability made clear in an independent fee schedule. (See examples in appendices) This is best positioned in the same places where other fees incurred during development applications are listed for public view, as the City will want applicants to know in advance about such fees and when they're to be collected.

Because of this correlation with the development review process, the role for front line knowledge of the fees and their applicability typically falls to the staff member responsible for initiating development reviews. This may be a planning and community development officer, a public works officer, or a code enforcement officer. Some or all may be in the same department.

Currently, the City maintains a Planning and Zoning Department with multiple employees handling development review and code enforcement. The Department's web page includes the links for permit applications and forms, including information about various fees and taxes. Dawsonville would be in line with most other local governments if information about their impact fees was posted here alongside the other related costs and forms.





**Financial Administration:** As fees are collected, they will need to be properly accounted for in accordance with State rules. The City will be responsible for demonstrating how every dollar collected is used only for eligible expenses (as outlined in the CIE) within the projected schedule. While such funds may not require being held in separate accounts, it's best for the City to establish clear and precise mechanisms for tracking the flow of funds from collection to dispersal.

If the City's existing financial officers have the means to maintain such records with minimal changes to their existing software and reporting procedures, the internal mechanisms for monitoring funds is at the discretion of the local government. What will be critical is that the financial officers must be able to include clarity of fund management as part of the annual fiscal auditing, and that the annual reporting requirements by the State (see below) are properly met to avoid program suspensions.

If Dawsonville can fold these reporting requirements into their routine budgeting and auditing procedures, that will simplify the process and help ensure the City remains in good standing with the State.

### CIE Updates/ Annual Reporting

***Note: The due date for annual reporting varies depending on when the program is initiated.***

Each year, governments implementing an impact fee program must provide an annual report and CIE update to DCA. These documents are used to track the status of proposed work items and monitor the funds from collection through final expense. The records must show the same figures used in that government's financial audits and should demonstrate how the funds are being used in a lawful manner with the State's rules for impact fees.

Most annual updates submitted to the State are formulaic and consist simply of the required financial reports and the updated work program. For some submittals this can mean as little as 8 pages. The annual reports must be submitted via resolution, however, meaning the documentation must go through local public hearing procedures and are then subject to State and regional review for 30 days before they must be adopted. Because of this, the City should standardize their practice of when they compile the data and begin building the reports in order to complete their submittal and review process ahead of their assigned due date.

Annual reports/ CIE updates are managed by different staff depending on the local government. Some rely on the planning officer to initiate the process and build the document, while others rely on the financial officer to manage the process. Whichever department oversees the building of the document, the key is to alert the other office of the need to pull together their half of the information and submit it back to them in time to initiate the public hearing process. If the community builds their work programs and financial reports correctly the first time, then each subsequent update can be as simple as just updating the tables and dates on the documents from the previous year. The GMRC will provide samples of such materials and is able to assist with this process if needed, as well.

### Management of Appeals

The State requires local governments with impact fee programs have an appeals process that allows landowners and developers with a means to seek relief from the fees under certain conditions. This is





most often used when the applicant might offer gifts in lieu of payments (such as land donations) or will otherwise demonstrate justification for paying a different amount.

The appeals process must be spelled out in the impact fee ordinance, with a clear declaration of how the full process is to be constructed, the means for an applicant to initiate the process, how long the process can take, and which body makes the ultimate decision.





**RECOMMENDATIONS**

Based on the information collected for this study, it appears the City of Dawsonville does have the general conditions in place to justify consideration of an impact fee program. At the least, the GMRC recommends that the City convene an Advisory Committee and develop a draft CIE in-house (with support from the GMRC) to determine more precisely the level of financial support possible from such a program. Even if the final numbers suggest only marginal revenues generated, the City will benefit from having more thoroughly defined their proposed project lists and budgets, giving them time and resources for preparation before the work is needed. (Such information was not fleshed out prior to this study.)

To move forward with this, the City should do the action items listed below. Each item would likely incur minimal cost or no cost except internal man-hours contributing to the collection and development of data, or participation in the stated events. The action items marked with an asterisk (\*) are recommended even if the City chooses not to advance the CIE discussions.

<b>*Identify Potential Service Areas for Utilities</b>	City staff and GMRC develop maps of service networks, prevailing topography, and locations of proposed projects.
<b>*Implement an Asset Management System</b>	Asset Management Systems are accounting practices that provide a clear and detailed account of all facilities, equipment, and other key items that will eventually need to be repaired or replaced. Even without doing a CIE, building and maintaining the information that goes into these systems will better enable the City to budget and plan for expenses that typically fall outside routine expenses.
<b>*Assess Public Interest in Growth</b>	This can be done during the Comprehensive Planning process. Having a clear picture of citizens' goals and priorities regarding future growth (types, locations, volumes) and about City finances will help determine the probable appeal and usefulness of an impact fee program.
<b>Identify Candidates for Advisory Committee</b>	Develop/ Collect a list of local names from various industries, particularly development related fields, that might contribute to an Advisory Committee process.
<b>Have Planning and Financial Staff Assess Their Potential Roles</b>	Using template materials provided, have the staff review and discuss their ability to perform the tasks associated with impact fee promotion and solicitation (Planning) and collection and administration (Finance).



**Conduct Internal Forum to Discuss Viability of Potential Program**

Taking this study and the above information into account, facilitate a by-invitation-only event that allows potential Advisory Committee members and key stakeholders to learn about impact fees and the options before Dawsonville.

If the City chooses to pursue the CIE, they'll want to make an efficient process to save both time and money. The GMRC recommends the following steps in preparation of such an effort.

**Coordinate Committee and Public Events**

The City will want to have a tight, coordinated window of transparent public involvement and make efficient use of the committee in evolving the dialogue. Scheduling as much as possible in advance will help in communicating the process and ensuring it coincides with needed dates and deadlines for the City Council.

**Coordinate Public Promotion and Messaging**

Have materials and information available in advance of the outreach effort to ensure both the quality and consistency of messaging.

**Assess Possible Metrics for Services**

Using template materials provided, have the staff (and GMRC) develop sample performance metrics for each service to be considered. Then, use this information to better distinguish the impacts of new development on proposed improvement projects versus latent need.

**Develop a Build-Out Scenario**

Once there is an idea of the preferred growth strategies for Dawsonville, the City should attempt to define a model of the maximum amount of development possible, then use that information to assess both the needs for facilities and services and the potential market caps for key development types. This information would be used in developing a CIE but would also be useful in general planning exercises.

**Draft an Impact Fee Ordinance**

In advance of input from the CIE Committee, the City should use example ordinances to craft one tailored to Dawsonville, both to expediate the process and to reference any key elements that will need discussion during the process.



## APPENDIX

**Suggested Units of Measure for Levels of Service** (*DCA*)

**Sample Impact Fee Schedules** (*Various*)

**Sample Impact Fee Ordinance** (*City of Gainesville*)

**Sample Capital Improvement Element** ()

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**Suggested Units of Measure for Levels of Service (DCA)**

<b>Example Units of Measure and Criteria for Establishing Service Levels</b>		
Type of Capital Improvement	Some Typical Measures of Service Levels	Types of Development Usually Charged / Typical Demand Units
Water supply	Average gallons of treated water consumed per day; other criteria such as peak usage; line diameter, storage capacity.	Residential: household units; Other land uses often charged by meter Size.
Wastewater Treatment	Gallons per day treated; gallons per day permitted for release into surface water or land treatment.	Residential: household units; Other land uses often charged by meter size.
Stormwater management, flood control, shore protection	New runoff generated; impervious surface created, grade change, miles of shoreline.	All land uses: total project acres; acres of impermeable surface created; acres of land disturbed.
Parks, recreation and open space	acres per 1,000 pop. by park category . (e.g., neighborhood, community, regional, etc.) service radius or design capacity by park category.	Residential: by unit, Commercial: square feet of office space; Commercial and industry often not charged.
Roads, streets and bridges	LOS level by functional class of road (e.g., arterial, collector, etc); other criteria such as: volume to capacity ratios; lane miles.	Trips generated by land use, average trip length; Residential: by housing unit; Commercial: by square feet of floor space or # employees Industrial: by # employees
Fire protection	# sq. ft. of facility per full time personnel or fire fighting units (might be expressed in facility cost per unit); stored water capacity.	Number of calls for assistance to total population or average calls by type of land use; Residential: by unit; Commercial & industrial: square feet or # of employees.
Public Safety Facilities	Patrol vehicles or officers per 1,000 pop. (Impact fees might be translated to facility cost per household unit, since impact fees do not pay for manpower or vehicles.)	Number of calls for assistance to total population or average calls by type of land use; Residential: by unit.
Emergency medical services	Vehicles / stations per 1,000 population.	Number of calls for assistance to total population or average calls by type of land use; Residential: by unit; Commercial & industrial: square feet or # of employees.
Libraries	Square feet of library facility per 1,000 pop.: Books per capita	Residential by units; commercial and industrial: often not charged.



Sample Impact Fee Schedules (*Various*)

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Table 3 C Town of Braselton Impact Fee Calculations Land Use Designation	Unit of Measure	Employees or Residents per Unit of Measure	Public Safety Impact Fee	Library Impact Fee	Admn. Fee	Total Impact Fee Per Unit of Measure
Detached Residential	Dwelling	2.41	323.42	222.59	16.38	\$562.39
Attached Residential	Dwelling	2.41	323.42	222.59	16.38	\$562.39
Auto Parts Store	Per 1000 Sq. Ft.	0.96	128.83	0	3.86	\$132.70
Building Materials/Lumber	Per 1000 Sq. Ft.	1.24	166.41	0	4.99	\$171.40
Bank- Walk -In	Per 1000 Sq. Ft.	2.10	281.82	0	8.45	\$290.27
Bank-Drive In	Per 1000 Sq. Ft.	3.82	512.64	0	15.38	\$528.02
Church	Per 1000 Sq. Ft.	0.52	69.78	0	2.09	\$71.88
Convenience Store (15-16 hrs)	Per 1000 Sq. Ft.	2.40	322.08	0	9.66	\$331.74
Convenience Store (24 hrs)	Per 1000 Sq. Ft.	3.40	456.28	0	13.69	\$469.97
Convenience Store w/gas pumps	Per 1000 Sq. Ft.	3.63	487.15	0	14.61	\$501.76
Day Care Center	Per 1000 Sq. Ft.	2.80	375.76	0	11.27	\$387.03
Discount Club	Per 1000 Sq. Ft.	1.30	174.46	0	5.23	\$179.69
Electronics Superstore	Per 1000 Sq. Ft.	0.96	128.83	0	3.86	\$132.70
Factory Outlet Center	Per 1000 Sq. Ft.	1.67	224.11	0	6.72	\$230.84
Fast Food Restaurant	Per 1000 Sq. Ft.	10.90	1,462.78	0	43.88	\$1,506.66
Free Standing Discount Store	Per 1000 Sq. Ft.	1.53	205.33	0	6.16	\$211.49
Furniture Store	Per 1000 Sq. Ft.	0.43	57.71	0	1.73	\$59.44
General Office Building	Per 1000 Sq. Ft.	3.29	441.52	0	13.25	\$454.76
Paint/Hardware Store	Per 1000 Sq. Ft.	0.96	128.83	0	3.86	\$132.70
High Turnover Restaurant	Per 1000 Sq. Ft.	9.92	1,331.26	0	39.94	\$1,371.20
Low Turnover (sit down) Restaurant	Per 1000 Sq. Ft.	7.46	1,001.13	0	30.03	\$1,031.17
Home Improvement Superstore	Per 1000 Sq. Ft.	0.96	128.83	0	3.86	\$132.70
Hospital	Per 1000 Sq. Ft.	3.03	406.63	0	12.20	\$418.82
Hotel/Motel	Per Room	0.90	120.78	0	3.62	\$124.40
Industrial Bldg or Park	Per 1000 Sq. Ft.	2.00	268.40	0	8.05	\$276.45
Lodge/Fraternal Org	Per 1000 Sq. Ft.	1.00	134.20	0	4.03	\$138.23
Medical/Dental Office	Per 1000 Sq. Ft.	4.83	648.19	0	19.45	\$667.63
Mini-warehouse	Per 1000 Sq. Ft.	0.05	6.71	0	0.20	\$6.91
Movie Theatre	Per 1000 Sq. Ft.	1.40	187.88	0	5.64	\$193.52
New/Used Car Sales	Per 1000 Sq. Ft.	1.61	216.06	0	6.48	\$222.54
Nursery (Garden Center)	Per 1000 Sq. Ft.	1.89	253.64	0	7.61	\$261.25
Nursing Home	Per 1000 Sq. Ft.	1.15	154.33	0	4.63	\$158.96
Pharmacy/Drug Store	Per 1000 Sq. Ft.	1.67	224.11	0	6.72	\$230.84
Private School (K-12)	Per 1000 Sq. Ft.	8.09	1,085.68	0	32.57	\$1,118.25
Quality Restaurant	Per 1000 Sq. Ft.	7.46	1,001.13	0	30.03	\$1,031.17
Quick Lubrication Vehicle Shop	Service Bay	2.10	281.82	0	8.45	\$290.27
Recreational Center	Per 1000 Sq. Ft.	0.84	112.73	0	3.38	\$116.11
Self-Service Car Wash	Per Stall	0.20	26.84	0	0.81	\$27.65
Shopping Center	Per 1000 Sq. Ft.	1.67	224.11	0	6.72	\$230.84
Specialty Retail Shops/Strip Centers	Per 1000 Sq. Ft.	1.82	244.24	0	7.33	\$251.57
Supermarket	Per 1000 Sq. Ft.	1.26	169.09	0	5.07	\$174.16
Tire Store	Per 1000 Sq. Ft.	0.94	126.15	0	3.78	\$129.93
Warehouse	Per 1000 Sq. Ft.	1.28	171.78	0	5.15	\$176.93
Wholesale Market	Per 1000 Sq. Ft.	0.82	110.04	0	3.30	\$113.35
Other	Per Employee	1.00	134.20	0	4.03	\$138.23

**EXHIBIT B**

**Appendix A: IMPACT FEE SCHEDULE (Effective March 1, 2022 to December 31, 2022)**

ITE Code*	Land Use Category	Library Services	Parks & Recreation	Sheriff's Office	Public Safety Facilities	Fire and EMS	Road Improvements	Total Impact Fee**	For Each***
<b>Residential</b>									
210	Single-Family Detached Housing	\$ 98.8427	\$ 1,270.9093	\$ 33.5829	\$ 13.4554	\$ 455.5047	\$ 136.3408	\$ 2,008.64	dwelling
220	Apartment	\$ 98.8427	\$ 1,270.9093	\$ 33.5829	\$ 13.4554	\$ 455.5047	\$ 95.2380	\$ 1,967.53	dwelling
230	Residential Condominium/Townhouse	\$ 98.8427	\$ 1,270.9093	\$ 33.5829	\$ 13.4554	\$ 455.5047	\$ 83.2080	\$ 1,955.50	dwelling
<b>Port and Terminal</b>									
030	Intermodal Truck Terminal	\$ -	\$ -	\$ 0.0200	\$ 0.0100	\$ 0.2300	\$ 0.1300	\$ 0.3900	square foot
<b>Industrial/Agricultural</b>									
110	General Light Industrial	\$ -	\$ -	\$ 0.0288	\$ 0.0118	\$ 0.3773	\$ 0.0918	\$ 0.5097	square foot
120	General Heavy Industrial	\$ -	\$ -	\$ 0.0227	\$ 0.0094	\$ 0.2990	\$ 0.0197	\$ 0.3509	square foot
140	Manufacturing	\$ -	\$ -	\$ 0.0224	\$ 0.0093	\$ 0.2932	\$ 0.0503	\$ 0.3751	square foot
150	Warehousing	\$ -	\$ -	\$ 0.0114	\$ 0.0046	\$ 0.1496	\$ 0.0468	\$ 0.2124	square foot
151	Mini-Warehouse	\$ -	\$ -	\$ 0.0009	\$ 0.0004	\$ 0.0126	\$ 0.0329	\$ 0.0468	square foot
<b>Recreational</b>									
491	Racquet/Tennis Club	\$ -	\$ -	\$ 0.0038	\$ 0.0016	\$ 0.0501	\$ 0.1707	\$ 0.2262	square foot
495	Recreational Community Center	\$ -	\$ -	\$ 0.0155	\$ 0.0064	\$ 0.2029	\$ 0.4116	\$ 0.6363	square foot
<b>Institutional</b>									
520	Private Elementary School	\$ -	\$ -	\$ 0.0122	\$ 0.0050	\$ 0.1606	\$ 0.1767	\$ 0.3546	square foot
565	Day Care Center	\$ -	\$ -	\$ 0.0351	\$ 0.0144	\$ 0.4607	\$ 0.1134	\$ 0.6237	square foot
566	Cemetery	\$ -	\$ -	\$ 1.0162	\$ 0.4193	\$ 13.3139	\$ 60.9667	\$ 75.7161	acre
<b>Medical</b>									
620	Nursing Home	\$ -	\$ -	\$ 0.0290	\$ 0.0120	\$ 0.3812	\$ 0.0816	\$ 0.5038	square foot
630	Clinic	\$ -	\$ -	\$ 0.0490	\$ 0.0202	\$ 0.6420	\$ 0.3467	\$ 1.0579	square foot
<b>Office</b>									
710	General Office Building	\$ -	\$ -	\$ 0.0414	\$ 0.0171	\$ 0.5432	\$ 0.1453	\$ 0.7470	square foot
714	Corporate Headquarters Building	\$ -	\$ -	\$ 0.0428	\$ 0.0176	\$ 0.5599	\$ 0.1051	\$ 0.7254	square foot
715	Single-Tenant Office Building	\$ -	\$ -	\$ 0.0392	\$ 0.0162	\$ 0.5147	\$ 0.1534	\$ 0.7236	square foot
720	Medical-Dental Office Building	\$ -	\$ -	\$ 0.0506	\$ 0.0209	\$ 0.6630	\$ 0.4760	\$ 1.2105	square foot



**EXHIBIT B**

**Appendix A: IMPACT FEE SCHEDULE (Effective March 1, 2022 to December 31, 2022)**

ITE Code*	Land Use	Library Services	Parks & Recreation	Sheriff's Office	Public Safety Facilities	Fire and EMS	Road Improvements	Total Impact Fee**	For Each***
<b>Retail</b>									
812	Building Materials and Lumber Store	\$ -	\$ -	\$ 0.0175	\$ 0.0071	\$ 0.2299	\$ 0.5238	\$ 0.7784	square foot
816	Hardware/Paint Store	\$ -	\$ -	\$ 0.0120	\$ 0.0049	\$ 0.1575	\$ 0.2938	\$ 0.4682	square foot
820	Shopping Center	\$ -	\$ -	\$ 0.0208	\$ 0.0086	\$ 0.2731	\$ 0.4612	\$ 0.7637	square foot
826	Specialty Retail Center	\$ -	\$ -	\$ 0.0247	\$ 0.0102	\$ 0.3241	\$ 0.5140	\$ 0.8730	square foot
841	Automobile Sales	\$ -	\$ -	\$ 0.0191	\$ 0.0078	\$ 0.2498	\$ 0.3654	\$ 0.6420	square foot
843	Auto Parts Store	\$ -	\$ -	\$ 0.0119	\$ 0.0049	\$ 0.1569	\$ 0.3901	\$ 0.5638	square foot
850	Supermarket	\$ -	\$ -	\$ 0.0144	\$ 0.0060	\$ 0.1904	\$ 0.6295	\$ 0.8403	square foot
853	Convenience Market with Gas Pumps	\$ -	\$ -	\$ 0.0224	\$ 0.0093	\$ 0.2943	\$ 1.9376	\$ 2.2636	square foot
880	Pharmacy/Drugstore	\$ -	\$ -	\$ 0.0208	\$ 0.0086	\$ 0.2731	\$ 0.5158	\$ 0.8183	square foot
890	Furniture Store	\$ -	\$ -	\$ 0.0051	\$ 0.0021	\$ 0.0679	\$ 0.0144	\$ 0.0894	square foot
<b>Services</b>									
912	Drive-in Bank	\$ -	\$ -	\$ 0.0597	\$ 0.0246	\$ 0.7829	\$ 0.4667	\$ 1.3339	square foot
931	Quality Restaurant	\$ -	\$ -	\$ 0.0930	\$ 0.0384	\$ 1.2197	\$ 0.4894	\$ 1.8405	square foot
932	High-Turnover (Sit-Down) Restaurant	\$ -	\$ -	\$ 0.0930	\$ 0.0384	\$ 1.2197	\$ 0.6919	\$ 2.0430	square foot
934	Fast-Food Restaurant	\$ -	\$ -	\$ 0.1360	\$ 0.0561	\$ 1.7822	\$ 1.9183	\$ 3.8926	square foot
941	Quick Lubrication Vehicle Shop	\$ -	\$ -	\$ 26.2094	\$ 10.8144	\$ 343.3730	\$ 475.4742	\$ 855.8711	service bay

\* ITE Code means the land use code assigned in the Trip Generation manual published by the Institute of Transportation Engineers, 9th Edition.

\*\* Includes 1% administration fee.

\*\*\* "Square foot" means square foot of gross building floor area.

**EXHIBIT C**

**Appendix A: IMPACT FEE SCHEDULE (Effective January 1, 2023)**

ITE Code*	Land Use	Library Services	Parks & Recreation	Sheriff's Office	Public Safety Facilities	Fire and EMS	Road Improvements	Total Impact Fee**	For Each***
<b>Residential</b>									
210	Single-Family Detached Housing	\$ 126.0043	\$ 1,620.1505	\$ 42.8113	\$ 17.1529	\$ 580.6757	\$ 173.8067	\$ 2,560.60	dwelling
220	Apartment	\$ 126.0043	\$ 1,620.1505	\$ 42.8113	\$ 17.1529	\$ 580.6757	\$ 121.4090	\$ 2,508.20	dwelling
230	Residential Condominium/Townhouse	\$ 126.0043	\$ 1,620.1505	\$ 42.8113	\$ 17.1529	\$ 580.6757	\$ 106.0732	\$ 2,492.87	dwelling
<b>Port and Terminal</b>									
030	Intermodal Truck Terminal	\$ -	\$ -	\$ 0.0225	\$ 0.0092	\$ 0.2949	\$ 0.1660	\$ 0.4926	square foot
<b>Industrial/Agricultural</b>									
110	General Light Industrial	\$ -	\$ -	\$ 0.0367	\$ 0.0151	\$ 0.4810	\$ 0.1170	\$ 0.6498	square foot
120	General Heavy Industrial	\$ -	\$ -	\$ 0.0290	\$ 0.0120	\$ 0.3812	\$ 0.0251	\$ 0.4473	square foot
140	Manufacturing	\$ -	\$ -	\$ 0.0285	\$ 0.0118	\$ 0.3738	\$ 0.0641	\$ 0.4782	square foot
150	Warehousing	\$ -	\$ -	\$ 0.0145	\$ 0.0059	\$ 0.1907	\$ 0.0597	\$ 0.2708	square foot
151	Mini-Warehouse	\$ -	\$ -	\$ 0.0012	\$ 0.0005	\$ 0.0160	\$ 0.0419	\$ 0.0596	square foot
<b>Recreational</b>									
491	Racquet/Tennis Club	\$ -	\$ -	\$ 0.0048	\$ 0.0020	\$ 0.0639	\$ 0.2176	\$ 0.2883	square foot
495	Recreational Community Center	\$ -	\$ -	\$ 0.0197	\$ 0.0081	\$ 0.2586	\$ 0.5247	\$ 0.8111	square foot
<b>Institutional</b>									
520	Private Elementary School	\$ -	\$ -	\$ 0.0156	\$ 0.0064	\$ 0.2047	\$ 0.2253	\$ 0.4520	square foot
565	Day Care Center	\$ -	\$ -	\$ 0.0448	\$ 0.0184	\$ 0.5873	\$ 0.1446	\$ 0.7951	square foot
566	Cemetery	\$ -	\$ -	\$ 1.2955	\$ 0.5345	\$ 16.9725	\$ 77.7201	\$ 96.5226	acre
<b>Medical</b>									
620	Nursing Home	\$ -	\$ -	\$ 0.0370	\$ 0.0153	\$ 0.4859	\$ 0.1040	\$ 0.6422	square foot
630	Clinic	\$ -	\$ -	\$ 0.0625	\$ 0.0257	\$ 0.8184	\$ 0.4420	\$ 1.3486	square foot
<b>Office</b>									
710	General Office Building	\$ -	\$ -	\$ 0.0528	\$ 0.0218	\$ 0.6925	\$ 0.1852	\$ 0.9523	square foot
714	Corporate Headquarters Building	\$ -	\$ -	\$ 0.0545	\$ 0.0225	\$ 0.7138	\$ 0.1340	\$ 0.9248	square foot
715	Single-Tenant Office Building	\$ -	\$ -	\$ 0.0500	\$ 0.0207	\$ 0.6562	\$ 0.1956	\$ 0.9225	square foot
720	Medical-Dental Office Building	\$ -	\$ -	\$ 0.0645	\$ 0.0266	\$ 0.8452	\$ 0.6068	\$ 1.5431	square foot

**EXHIBIT C**

**Appendix A: IMPACT FEE SCHEDULE (Effective January 1, 2023)**

ITE Code*	Land Use	Library Services	Parks & Recreation	Sheriff's Office	Public Safety Facilities	Fire and EMS	Road Improvements	Total Impact Fee**	For Each***
<b>Retail</b>									
812	Building Materials and Lumber Store	\$ -	\$ -	\$ 0.0223	\$ 0.0091	\$ 0.2931	\$ 0.6678	\$ 0.9923	square foot
816	Hardware/Paint Store	\$ -	\$ -	\$ 0.0153	\$ 0.0063	\$ 0.2008	\$ 0.3745	\$ 0.5969	square foot
820	Shopping Center	\$ -	\$ -	\$ 0.0265	\$ 0.0110	\$ 0.3481	\$ 0.5879	\$ 0.9735	square foot
826	Specialty Retail Center	\$ -	\$ -	\$ 0.0315	\$ 0.0130	\$ 0.4131	\$ 0.6553	\$ 1.1129	square foot
841	Automobile Sales	\$ -	\$ -	\$ 0.0243	\$ 0.0099	\$ 0.3184	\$ 0.4658	\$ 0.8184	square foot
843	Auto Parts Store	\$ -	\$ -	\$ 0.0152	\$ 0.0062	\$ 0.2000	\$ 0.4973	\$ 0.7187	square foot
850	Supermarket	\$ -	\$ -	\$ 0.0184	\$ 0.0076	\$ 0.2427	\$ 0.8025	\$ 1.0712	square foot
853	Convenience Market with Gas Pumps	\$ -	\$ -	\$ 0.0286	\$ 0.0118	\$ 0.3752	\$ 2.4700	\$ 2.8856	square foot
880	Pharmacy/Drugstore	\$ -	\$ -	\$ 0.0265	\$ 0.0110	\$ 0.3481	\$ 0.6576	\$ 1.0432	square foot
890	Furniture Store	\$ -	\$ -	\$ 0.0065	\$ 0.0027	\$ 0.0865	\$ 0.0183	\$ 0.1140	square foot
<b>Services</b>									
912	Drive-in Bank	\$ -	\$ -	\$ 0.0761	\$ 0.0314	\$ 0.9980	\$ 0.5949	\$ 1.7004	square foot
931	Quality Restaurant	\$ -	\$ -	\$ 0.1186	\$ 0.0489	\$ 1.5549	\$ 0.6239	\$ 2.3463	square foot
932	High-Turnover (Sit-Down) Restaurant	\$ -	\$ -	\$ 0.1186	\$ 0.0489	\$ 1.5549	\$ 0.8820	\$ 2.6044	square foot
934	Fast-Food Restaurant	\$ -	\$ -	\$ 0.1734	\$ 0.0715	\$ 2.2719	\$ 2.4455	\$ 4.9623	square foot
941	Quick Lubrication Vehicle Shop	\$ -	\$ -	\$ 33.4117	\$ 13.7862	\$ 437.7306	\$ 606.1328	\$ 1,091.0613	service bay

\* ITE Code means the land use code assigned in the Trip Generation manual published by the Institute of Transportation Engineers, 9th Edition.

\*\* Includes 1% administration fee.

\*\*\* "Square foot" means square foot of gross building floor area.

# Impact Fee Schedule

## City of Alpharetta, Georgia

	ITE Code	Land Use Category	Net Impact Fee	Adminis- tration (3%)	Total Impact Fee
<i>Residential</i>	210	Single-Family Detached Housing	\$ 6,494.69	194.84	\$ 6,689.53 per dwelling
	220	Apartment	\$ 6,494.69	194.84	\$ 6,689.53 per dwelling
	230	Residential Condominium/Townhouse	\$ 6,494.69	194.84	\$ 6,689.53 per dwelling
<i>Port and Terminal</i>	030	Intermodal Truck Terminal	\$ 0.57	0.02	\$ 0.59 per square foot
<i>Industrial/Agricultural</i>	110	General Light Industrial	\$ 0.58	0.02	\$ 0.60 per square foot
	120	General Heavy Industrial	\$ 0.31	0.01	\$ 0.32 per square foot
	140	Manufacturing	\$ 0.39	0.01	\$ 0.40 per square foot
	150	Warehousing	\$ 0.26	0.01	\$ 0.27 per square foot
	151	Mini-Warehouse	\$ 0.11	0.00	\$ 0.11 per square foot
	152	High-Cube Warehouse	\$ 0.08	0.00	\$ 0.08 per square foot
<i>Lodging</i>	310	Hotel or Conference Motel	\$ 419.49	12.58	\$ 432.07 per room
	311	All Suites Hotel	\$ 273.07	8.19	\$ 281.26 per room
	320	Motel	\$ 295.44	8.86	\$ 304.30 per room
<i>Recreational</i>	430	Golf Course	\$ 212.75	6.38	\$ 219.14 per acre
	437	Bowling Alley	\$ 1.32	0.04	\$ 1.36 per square foot
	443	Movie Theater	\$ 2.98	0.09	\$ 3.07 per square foot
	460	Arena	\$ 1,638.82	49.16	\$ 1,687.98 per acre
	480	Amusement Park	\$ 3,931.18	117.94	\$ 4,049.12 per acre
	490	Tennis Courts	\$ 611.95	18.36	\$ 630.31 per acre
	491	Racquet/Tennis Club	\$ 0.54	0.02	\$ 0.56 per square foot
	492	Health/Fitness Center	\$ 1.27	0.04	\$ 1.31 per square foot
<i>Institutional</i>	495	Recreational Community Center	\$ 1.37	0.04	\$ 1.41 per square foot
	520	Private Elementary School	\$ 0.65	0.02	\$ 0.67 per square foot
	530	Private High School	\$ 0.55	0.02	\$ 0.56 per square foot
	560	Church/Place of Worship	\$ 0.39	0.01	\$ 0.40 per square foot
	565	Day Care Center	\$ 0.71	0.02	\$ 0.74 per square foot
<i>Medical</i>	566	Cemetery	\$ 189.34	5.68	\$ 195.02 per acre
	610	Hospital	\$ 0.82	0.02	\$ 0.85 per square foot
	620	Nursing Home	\$ 0.56	0.02	\$ 0.57 per square foot
<i>Office</i>	630	Clinic	\$ 1.55	0.05	\$ 1.59 per square foot
	710	General Office Building	\$ 0.88	0.03	\$ 0.90 per square foot
	714	Corporate Headquarters Building	\$ 0.77	0.02	\$ 0.80 per square foot
	715	Single-Tenant Office Building	\$ 0.88	0.03	\$ 0.90 per square foot
	720	Medical-Dental Office Building	\$ 1.94	0.06	\$ 2.00 per square foot
	760	Research and Development Center	\$ 0.71	0.02	\$ 0.73 per square foot
<i>Retail</i>	770	Business Park	\$ 0.90	0.03	\$ 0.92 per square foot
	812	Building Materials and Lumber Store	\$ 1.72	0.05	\$ 1.77 per square foot
	813	Free-Standing Discount Superstore	\$ 1.72	0.05	\$ 1.78 per square foot
	814	Variety Store	\$ 1.44	0.04	\$ 1.49 per square foot
	815	Free-Standing Discount Store	\$ 1.73	0.05	\$ 1.78 per square foot
	816	Hardware/Paint Store	\$ 0.99	0.03	\$ 1.02 per square foot
	817	Nursery (Garden Center)	\$ 2.73	0.08	\$ 2.82 per square foot
	818	Nursery (Wholesale)	\$ 1.55	0.05	\$ 1.60 per square foot
	820	Shopping Center	\$ 1.58	0.05	\$ 1.62 per square foot
	823	Factory Outlet Center	\$ 1.13	0.03	\$ 1.16 per square foot
	826	Specialty Retail Center	\$ 1.77	0.05	\$ 1.83 per square foot
	841	Automobile Sales	\$ 1.28	0.04	\$ 1.31 per square foot
	843	Auto Parts Store	\$ 1.27	0.04	\$ 1.31 per square foot
	848	Tire Store	\$ 0.87	0.03	\$ 0.90 per square foot
	849	Tire Superstore	\$ 0.88	0.03	\$ 0.91 per square foot
	850	Supermarket	\$ 2.00	0.06	\$ 2.06 per square foot
	851	Convenience Market (Open 24 Hours)	\$ 6.43	0.19	\$ 6.62 per square foot
	853	Convenience Market with Gasoline Pumps	\$ 5.91	0.18	\$ 6.09 per square foot
	854	Discount Supermarket	\$ 2.28	0.07	\$ 2.35 per square foot
	860	Wholesale Market	\$ 0.28	0.01	\$ 0.29 per square foot
861	Discount Club	\$ 1.24	0.04	\$ 1.28 per square foot	
862	Home Improvement Superstore	\$ 0.53	0.02	\$ 0.55 per square foot	
863	Electronics Superstore	\$ 0.64	0.02	\$ 0.66 per square foot	
870	Apparel Store	\$ 1.59	0.05	\$ 1.64 per square foot	
875	Department Store	\$ 0.74	0.02	\$ 0.76 per square foot	

# Impact Fee Schedule

## City of Alpharetta, Georgia

	ITE Code	Land Use Category	Net Impact Fee	Adminis- tration (3%)	Total Impact Fee
	880	Pharmacy/Drugstore	\$ 1.74	0.05	\$ <b>1.79 per square foot</b>
	890	Furniture Store	\$ 0.10	0.00	\$ <b>0.10 per square foot</b>
<i>Services</i>	912	Drive-in Bank	\$ 2.01	0.06	\$ <b>2.08 per square foot</b>
	931	Quality Restaurant	\$ 2.44	0.07	\$ <b>2.52 per square foot</b>
	932	High-Turnover (Sit-Down) Restauant	\$ 3.04	0.09	\$ <b>3.13 per square foot</b>
	934	Fast-Food Restaurant	\$ 7.09	0.21	\$ <b>7.30 per square foot</b>
	941	Quick Lubrication Vehicle Shop	\$ 1,675.45	50.26	\$ <b>1,725.72 per service bay</b>
	944	Gasoline/Service Station	\$ 1,433.65	43.01	\$ <b>1,476.66 per pump</b>
	945	Gasoline Station w/Convenience Market	\$ 954.49	28.63	\$ <b>983.13 per pump</b>
	947	Self-Service Car Wash	\$ 1,836.45	55.09	\$ <b>1,891.55 per stall</b>

Notes: All dollar amounts shown rounded to "cents". See fee schedule for each public facility component for more accurate amounts to four decimals.

ITE Code means the land use code assigned in the *Trip Generation* manual published by the Institute of Transportation Engineers, 9th Edition.

Parks fee applies only to residential uses.

"Square foot" means square foot of gross building floor area.



# Fiscal Year 2022 Adopted Municipal Fee Schedule

## City Council

Bill Grant, Mayor

### Ward I

Sandy McGrew

Jo Ellen Wilson

### Ward II

William Carlan

Shawn Tolan

### Ward III

Nick Estes

Brooke Schmidt

**Billy Peppers**, City Manager

**Annie Fortner**, City Clerk

**Nathan Ingram**, Assistant City Manager



Impact Fees							
Land Use Category	Unit of Measure	Parks	Fire	Police	Roads	Admin	Total Fee per
Single-Family Detached Housing	dwelling	\$2,809.43	\$538.96	\$76.92	\$405.51	\$114.92	\$3,945.75
Residential Condominium/Townhouse	dwelling	\$2,809.43	\$538.96	\$76.92	\$247.48	\$110.18	\$3,782.97
Apartment	dwelling	\$2,809.43	\$538.96	\$76.92	\$283.26	\$111.25	\$3,819.83
All Suites Hotel	room	-	\$138.36	\$19.00	\$208.72	\$10.98	\$377.07
Amusement Park	acre	-	\$1,772.40	\$345.59	\$2,743.01	\$145.83	\$5,006.83
Apparel Store	sq. ft.	-	\$0.33	\$0.06	\$1.39	\$0.05	\$1.83
Arena	acre	-	\$649.53	\$126.65	\$1,206.77	\$59.49	\$2,042.43
Auto Parts Store	sq. ft.	-	\$0.19	\$0.04	\$1.16	\$0.04	\$1.43
Automobile Sales	sq. ft.	-	\$0.35	\$0.06	\$1.09	\$0.04	\$1.54
Bowling Alley	sq. ft.	-	\$0.20	\$0.04	\$1.21	\$0.04	\$1.48
Building Materials and Lumber Store	sq. ft.	-	\$0.29	\$0.05	\$1.56	\$0.06	\$1.96
Cemetery	acre	-	\$15.87	\$3.09	\$181.33	\$6.01	\$206.30
Church/Place of Worship	sq. ft.	-	\$0.10	\$0.01	\$0.35	\$0.01	\$0.48
Convenience Market (Open 24 Hrs)	sq. ft.	-	\$0.35	\$0.07	\$6.29	\$0.20	\$6.91
Convenience Market w/Gas Pumps	sq. ft.	-	\$0.35	\$0.07	\$5.76	\$0.19	\$6.37
Corporate Headquarters Building	sq. ft.	-	\$0.66	\$0.13	\$0.31	\$0.03	\$1.14
Day Care Center	sq. ft.	-	\$0.50	\$0.11	\$0.34	\$0.03	\$0.97
Discount Club	sq. ft.	-	\$0.25	\$0.05	\$1.09	\$0.04	\$1.43
Drive-in Bank	sq. ft.	-	\$0.71	\$0.18	\$1.39	\$0.07	\$2.35
Electronics Superstore	sq. ft.	-	\$0.19	\$0.04	\$0.52	\$0.02	\$0.76
Factory Outlet Center	sq. ft.	-	\$0.33	\$0.06	\$0.92	\$0.04	\$1.35
Fast-Food Restaurant	sq. ft.	-	\$2.12	\$0.41	\$5.71	\$0.25	\$8.49
Free-Standing Discount Store	sq. ft.	-	\$0.38	\$0.08	\$1.49	\$0.06	\$2.00
Free-Standing Discount Superstore	sq. ft.	-	\$0.19	\$0.04	\$1.62	\$0.06	\$1.90
Furniture Store	sq. ft.	-	\$0.08	\$0.02	\$0.04	\$0.00	\$0.14
General Heavy Industrial	sq. ft.	-	\$0.36	\$0.07	\$0.06	\$0.01	\$0.50
General Light Industrial	sq. ft.	-	\$0.45	\$0.09	\$0.27	\$0.02	\$0.84
General Office Building	sq. ft.	-	\$0.65	\$0.13	\$0.43	\$0.04	\$1.24
Golf Course	acre	-	\$47.87	\$9.33	\$182.48	\$7.19	\$246.87
Hardware/Paint Store	sq. ft.	-	\$0.19	\$0.04	\$0.87	\$0.03	\$1.13
High-Cube Warehouse	sq. ft.	-	\$0.03	\$0.00	\$0.07	\$0.00	\$0.10
High-Turnover (Sit-Down) Restauant	sq. ft.	-	\$1.45	\$0.28	\$2.06	\$0.11	\$3.91
Home Improvement Superstore	sq. ft.	-	\$0.19	\$0.04	\$0.41	\$0.02	\$0.65
Hospital	sq. ft.	-	\$0.63	\$0.11	\$0.43	\$0.04	\$1.21
Hotel or Conference Motel	room	-	\$121.22	\$21.65	\$348.01	\$14.73	\$505.61
Manufacturing	sq. ft.	-	\$0.35	\$0.07	\$0.15	\$0.02	\$0.59
Medical-Dental Office Building	sq. ft.	-	\$0.79	\$0.15	\$1.42	\$0.07	\$2.43
Mini-Warehouse	sq. ft.	-	\$0.01	\$0.00	\$0.10	\$0.00	\$0.11
Motel	room	-	\$138.59	\$16.70	\$239.82	\$11.85	\$406.96
Movie Theater	sq. ft.	-	\$0.29	\$0.06	\$2.83	\$0.10	\$3.27

Nursery (Garden Center)	sq. ft.	-	\$0.32	\$0.12	\$2.35	\$0.08	\$2.87
Nursery (Wholesale)	sq. ft.	-	\$0.33	\$0.06	\$1.35	\$0.05	\$1.79
Pharmacy/Drugstore	sq. ft.	-	\$0.33	\$0.06	\$1.53	\$0.06	\$1.98
Quality Restaurant	sq. ft.	-	\$1.45	\$0.28	\$1.46	\$0.10	\$3.29
Quick Lubrication Vehicle Shop	service bay	-	\$409.25	\$79.80	\$1,414.19	\$57.10	\$1,960.33
Racquet/Tennis Club	sq. ft.	-	\$0.07	\$0.01	\$0.51	\$0.02	\$0.61
Recreational Community Center	sq. ft.	-	\$0.16	\$0.05	\$1.22	\$0.04	\$1.48
Research and Development Center	sq. ft.	-	\$0.57	\$0.11	\$0.32	\$0.03	\$1.03
Self-Service Car Wash	stall	-	\$38.98	\$7.60	\$1,840.15	\$56.60	\$1,943.32
Shopping Center	sq. ft.	-	\$0.33	\$0.06	\$1.37	\$0.05	\$1.81
Single-Tenant Office Building	sq. ft.	-	\$0.62	\$0.12	\$0.46	\$0.04	\$1.24
Specialty Retail Center	sq. ft.	-	\$0.35	\$0.08	\$1.53	\$0.06	\$2.02
Supermarket	sq. ft.	-	\$0.25	\$0.04	\$1.87	\$0.06	\$2.23
Tennis Courts	acre	-	\$47.53	\$9.27	\$588.72	\$19.37	\$664.88
Tire Store	sq. ft.	-	\$0.25	\$0.05	\$0.71	\$0.03	\$1.04
Tire Superstore	sq. ft.	-	\$0.25	\$0.05	\$0.72	\$0.03	\$1.05
Warehousing	sq. ft.	-	\$0.25	\$0.03	\$0.14	\$0.01	\$0.43
Wholesale Market	sq. ft.	-	\$0.16	\$0.03	\$0.17	\$0.01	\$0.38



Land Use Type	Unit	Roads	Parks	Public Safety (Police)	Total
Single-family detached	Dwelling	\$2,104.00	\$2,157.00	\$328.00	\$4,589.00
Multifamily	Dwelling	1,288.00	1,488.00	226.00	3,002.00
Retail/commercial office	1,000 sq. ft.	2,532.00	2,027.00	308.00	4,867.00
Industrial/warehouse	1,000 sq. ft.	361.00	151.00	23.00	535.00
Public/institutional	1,000 sq. ft.	1,258.00	1,202.00	183.00	2,643.00

**IMPACT FEES**  
**Jurisdiction: GAINESVILLE**  
**Effective 5/22/2019 to PRESENT**

Land Use	Unit of Measure	Library Fund	Fire Fund	Sheriff / Police Fund	Park Fund	PSF Fund	Admin Fund	CIE Prep Fund	TOTALS
GV - AMBULANCE SERVICES	1000 sqft	\$0.00	\$947.56	\$518.75	\$0.00	\$0.00	\$43.99	\$0.00	\$1,510.30
GV - AMUSEMENT ARCADE	1000 sqft	\$0.00	\$570.82	\$312.50	\$0.00	\$0.00	\$26.50	\$0.00	\$909.82
GV - AMUSEMENT PARK	1 acres	\$0.00	\$2,455.22	\$1,344.12	\$0.00	\$0.00	\$113.98	\$0.00	\$3,913.32
GV - ARENA	1000 sqft	\$0.00	\$1,227.50	\$672.00	\$0.00	\$0.00	\$56.99	\$0.00	\$1,956.49
GV - ART STORE	1000 sqft	\$0.00	\$468.76	\$256.62	\$0.00	\$0.00	\$21.76	\$0.00	\$747.14
GV - AUTOMOBILE RENTAL AND LEASING	1000 sqft	\$0.00	\$570.82	\$312.50	\$0.00	\$0.00	\$26.50	\$0.00	\$909.82
GV - AUTOMOBILE, NEW CAR DEALER	1000 sqft	\$0.00	\$490.90	\$268.75	\$0.00	\$0.00	\$22.79	\$0.00	\$782.44
GV - AUTOMOBILE, USED CAR DEALER	1000 sqft	\$0.00	\$570.82	\$312.50	\$0.00	\$0.00	\$26.50	\$0.00	\$909.82
GV - AUTOMOTIVE PARTS STORE	1000 sqft	\$0.00	\$490.90	\$268.75	\$0.00	\$0.00	\$22.79	\$0.00	\$782.44
GV - AUTOMOTIVE REPAIR/MAINTENANCE	1000 sqft	\$0.00	\$943.00	\$516.25	\$0.00	\$0.00	\$43.78	\$0.00	\$1,503.03
GV - BAKED GOODS STORE	1000 sqft	\$0.00	\$570.82	\$312.50	\$0.00	\$0.00	\$26.50	\$0.00	\$909.82
GV - BANK	1000 sqft	\$0.00	\$981.81	\$537.50	\$0.00	\$0.00	\$45.58	\$0.00	\$1,564.89
GV - BAR, DRINKING PLACE OR TAVERN	1000 sqft	\$0.00	\$705.53	\$386.25	\$0.00	\$0.00	\$32.75	\$0.00	\$1,124.53
GV - BEER, WINE AND LIQUOR STORE	1000 sqft	\$0.00	\$325.59	\$178.25	\$0.00	\$0.00	\$15.12	\$0.00	\$518.96
GV - BOOK STORE	1000 sqft	\$0.00	\$570.82	\$312.50	\$0.00	\$0.00	\$26.50	\$0.00	\$909.82
GV - BOWLING CENTER	1000 sqft	\$0.00	\$570.82	\$312.50	\$0.00	\$0.00	\$26.50	\$0.00	\$909.82
GV - BUILDING MATERIALS STORE	1000 sqft	\$0.00	\$147.04	\$80.50	\$0.00	\$0.00	\$6.83	\$0.00	\$234.37
GV - CAR WASH (PRINCIPAL USE)	1000 sqft	\$0.00	\$936.15	\$512.50	\$0.00	\$0.00	\$43.46	\$0.00	\$1,492.11
GV - CATERER	1000 sqft	\$0.00	\$913.32	\$500.00	\$0.00	\$0.00	\$42.40	\$0.00	\$1,455.72
GV - CEMETERY	1 acres	\$0.00	\$19.63	\$10.75	\$0.00	\$0.00	\$0.91	\$0.00	\$31.29
GV - CHURCH/RELIGIOUS ORGANIZATION	1000 sqft	\$0.00	\$122.61	\$67.12	\$0.00	\$0.00	\$5.69	\$0.00	\$195.42
GV - CIVIC OR SOCIAL ORGANIZATION	1000 sqft	\$0.00	\$245.45	\$134.37	\$0.00	\$0.00	\$11.39	\$0.00	\$391.21
GV - CLOTHING STORE	1000 sqft	\$0.00	\$409.85	\$224.37	\$0.00	\$0.00	\$19.03	\$0.00	\$653.25
GV - CONSTRUCTION COMPANY	1000 sqft	\$0.00	\$749.60	\$410.37	\$0.00	\$0.00	\$34.80	\$0.00	\$1,194.77
GV - CONSUMER LENDING	1000 sqft	\$0.00	\$795.95	\$435.75	\$0.00	\$0.00	\$36.95	\$0.00	\$1,268.65
GV - COSMETIC OR BEAUTY SUPPLY STORE	1000 sqft	\$0.00	\$433.14	\$237.12	\$0.00	\$0.00	\$20.11	\$0.00	\$690.37
GV - COURIER OR EXPRESS DELIVERY	1000 sqft	\$0.00	\$582.24	\$318.75	\$0.00	\$0.00	\$27.03	\$0.00	\$928.02
GV - CRISIS CENTER	1000 sqft	\$0.00	\$641.60	\$351.50	\$0.00	\$0.00	\$29.79	\$0.00	\$1,022.89
GV - DATA PROCESSING	1000 sqft	\$0.00	\$853.04	\$467.00	\$0.00	\$0.00	\$39.60	\$0.00	\$1,359.64
GV - DAY CARE CENTER	1000 sqft	\$0.00	\$613.75	\$336.00	\$0.00	\$0.00	\$28.49	\$0.00	\$978.24
GV - DEPARTMENT STORE	1000 sqft	\$0.00	\$570.82	\$312.50	\$0.00	\$0.00	\$26.50	\$0.00	\$909.82
GV - DRY CLEANING/LAUNDRY	1000 sqft	\$0.00	\$570.82	\$312.50	\$0.00	\$0.00	\$26.50	\$0.00	\$909.82

**IMPACT FEES**  
**Jurisdiction: GAINESVILLE**  
**Effective 5/22/2019 to PRESENT**

Land Use	Unit of Measure	Library Fund	Fire Fund	Sheriff / Police Fund	Park Fund	PSF Fund	Admin Fund	CIE Prep Fund	TOTALS
GV - ELECTRONICS STORE	1000 sqft	\$0.00	\$570.82	\$312.50	\$0.00	\$0.00	\$26.50	\$0.00	\$909.82
GV - FITNESS CENTER	1000 sqft	\$0.00	\$570.82	\$312.50	\$0.00	\$0.00	\$26.50	\$0.00	\$909.82
GV - FLORIST	1000 sqft	\$0.00	\$199.78	\$109.37	\$0.00	\$0.00	\$9.27	\$0.00	\$318.42
GV - FORMAL WEAR/ COSTUME RENTAL STORE	1000 sqft	\$0.00	\$409.85	\$224.37	\$0.00	\$0.00	\$19.03	\$0.00	\$653.25
GV - FUEL DEALER	1000 sqft	\$0.00	\$512.14	\$280.37	\$0.00	\$0.00	\$23.78	\$0.00	\$816.29
GV - FUNERAL HOME	1000 sqft	\$0.00	\$356.19	\$195.00	\$0.00	\$0.00	\$16.54	\$0.00	\$567.73
GV - FURNITURE OR HOME FURNISHINGS STORE	1000 sqft	\$0.00	\$264.40	\$144.75	\$0.00	\$0.00	\$12.27	\$0.00	\$421.42
GV - GASOLINE WITH CONVENIENCE STORE	1000 sqft	\$0.00	\$1,267.23	\$693.75	\$0.00	\$0.00	\$58.83	\$0.00	\$2,019.81
GV - GENERAL FREIGHT TRUCKING	1000 sqft	\$0.00	\$342.49	\$187.50	\$0.00	\$0.00	\$15.90	\$0.00	\$545.89
GV - GOLF COURSE/COUNTRY CLUB	1 acres	\$0.00	\$61.42	\$33.62	\$0.00	\$0.00	\$2.85	\$0.00	\$97.89
GV - HARDWARE STORE	1000 sqft	\$0.00	\$232.89	\$127.50	\$0.00	\$0.00	\$10.81	\$0.00	\$371.20
GV - HOBBY, TOY, GAME STORE	1000 sqft	\$0.00	\$409.85	\$224.37	\$0.00	\$0.00	\$19.03	\$0.00	\$653.25
GV - HOME IMPROVEMENT STORE	1000 sqft	\$0.00	\$409.85	\$224.37	\$0.00	\$0.00	\$19.03	\$0.00	\$653.25
GV - HOSPITAL	1000 sqft	\$0.00	\$798.01	\$436.87	\$0.00	\$0.00	\$37.05	\$0.00	\$1,271.93
GV - HOUSEHOLD APPLIANCE STORE	1000 sqft	\$0.00	\$570.82	\$312.50	\$0.00	\$0.00	\$26.50	\$0.00	\$909.82
GV - INDUSTRIAL, HEAVY	1000 sqft	\$0.00	\$122.61	\$67.12	\$0.00	\$0.00	\$5.69	\$0.00	\$195.42
GV - INDUSTRIAL, LIGHT	1000 sqft	\$0.00	\$245.45	\$134.37	\$0.00	\$0.00	\$11.39	\$0.00	\$391.21
GV - INSURANCE CARRIER	1000 sqft	\$0.00	\$981.81	\$537.50	\$0.00	\$0.00	\$45.58	\$0.00	\$1,564.89
GV - JANITORIAL SERVICE	1000 sqft	\$0.00	\$966.97	\$529.37	\$0.00	\$0.00	\$44.89	\$0.00	\$1,541.23
GV - JEWELRY STORE	1000 sqft	\$0.00	\$570.82	\$312.50	\$0.00	\$0.00	\$26.50	\$0.00	\$909.82
GV - LANDSCAPING SERVICES	1000 sqft	\$0.00	\$264.86	\$145.00	\$0.00	\$0.00	\$12.30	\$0.00	\$422.16
GV - LIMOUSINE SERVICE	1000 sqft	\$0.00	\$675.85	\$370.00	\$0.00	\$0.00	\$31.38	\$0.00	\$1,077.23
GV - LINEN OR UNIFORM SUPPLY	1000 sqft	\$0.00	\$338.61	\$185.37	\$0.00	\$0.00	\$15.72	\$0.00	\$539.70
GV - LODGING (HOTEL, MOTEL, INCLUDING EXT STA'	1 rooms	\$0.00	\$196.36	\$107.50	\$0.00	\$0.00	\$9.12	\$0.00	\$312.98
GV - LODGING, BED AND BREAKFAST INN	1 rooms	\$0.00	\$98.18	\$53.75	\$0.00	\$0.00	\$4.56	\$0.00	\$156.49
GV - MANUFACTURING	1000 sqft	\$0.00	\$392.72	\$215.00	\$0.00	\$0.00	\$18.23	\$0.00	\$625.95
GV - MARINA	1000 sqft	\$0.00	\$913.32	\$500.00	\$0.00	\$0.00	\$42.40	\$0.00	\$1,455.72
GV - MATERIALS RECOVERY FACILITY	1000 sqft	\$0.00	\$1,433.91	\$785.00	\$0.00	\$0.00	\$66.57	\$0.00	\$2,285.48
GV - MERCHANDISE (GENERAL) STORE	1000 sqft	\$0.00	\$570.82	\$312.50	\$0.00	\$0.00	\$26.50	\$0.00	\$909.82
GV - MERCHANDISE (USED) STORE	1000 sqft	\$0.00	\$409.85	\$224.37	\$0.00	\$0.00	\$19.03	\$0.00	\$653.25
GV - MINI-WAREHOUSE	1000 sqft	\$0.00	\$48.86	\$26.75	\$0.00	\$0.00	\$2.27	\$0.00	\$77.88
GV - MINING (ACRE)	1 acres	\$0.00	\$15.98	\$8.75	\$0.00	\$0.00	\$0.74	\$0.00	\$25.47

**IMPACT FEES**  
**Jurisdiction: GAINESVILLE**  
**Effective 5/22/2019 to PRESENT**

Land Use	Unit of Measure	Library Fund	Fire Fund	Sheriff / Police Fund	Park Fund	PSF Fund	Admin Fund	CIE Prep Fund	TOTALS
GV - MOBILE FOOD SERVICE	1 vehicles	\$0.00	\$810.57	\$443.75	\$0.00	\$0.00	\$37.63	\$0.00	\$1,291.95
GV - MOTOR VEHICLE TOWING	1000 sqft	\$0.00	\$947.56	\$518.75	\$0.00	\$0.00	\$43.99	\$0.00	\$1,510.30
GV - MOVIE THEATER	1000 sqft	\$0.00	\$368.29	\$201.62	\$0.00	\$0.00	\$17.10	\$0.00	\$587.01
GV - MUSEUM	1000 sqft	\$0.00	\$285.41	\$156.25	\$0.00	\$0.00	\$13.25	\$0.00	\$454.91
GV - MUSICAL INSTRUMENT STORE	1000 sqft	\$0.00	\$409.85	\$224.37	\$0.00	\$0.00	\$19.03	\$0.00	\$653.25
GV - NEWSPAPER PUBLISHER	1000 sqft	\$0.00	\$490.22	\$267.50	\$0.00	\$0.00	\$22.73	\$0.00	\$780.45
GV - NURSERY STOCK WHOLESALER (ACRE)	1 acres	\$0.00	\$155.49	\$85.12	\$0.00	\$0.00	\$7.22	\$0.00	\$247.83
GV - NURSERY, GARDEN, FARM SUPPLY STORE	1000 sqft	\$0.00	\$264.86	\$145.00	\$0.00	\$0.00	\$12.30	\$0.00	\$422.16
GV - NURSING HOME/ ASSISTED LIVING	1000 sqft	\$0.00	\$1,158.77	\$634.37	\$0.00	\$0.00	\$53.79	\$0.00	\$1,846.93
GV - OFFICE SUPPLY STORE	1000 sqft	\$0.00	\$570.82	\$312.50	\$0.00	\$0.00	\$26.50	\$0.00	\$909.82
GV - OFFICE, GENERAL	1000 sqft	\$0.00	\$736.36	\$403.12	\$0.00	\$0.00	\$34.18	\$0.00	\$1,173.66
GV - OFFICE, MEDICAL OR DENTAL	1000 sqft	\$0.00	\$798.01	\$436.87	\$0.00	\$0.00	\$37.05	\$0.00	\$1,271.93
GV - OPTICAL GOODS STORE	1000 sqft	\$0.00	\$570.82	\$312.50	\$0.00	\$0.00	\$26.50	\$0.00	\$909.82
GV - PAINT OR WALLPAPER STORE	1000 sqft	\$0.00	\$322.63	\$176.62	\$0.00	\$0.00	\$14.98	\$0.00	\$514.23
GV - PARKING LOT/GARAGE	1 acres	\$0.00	\$1,637.58	\$896.25	\$0.00	\$0.00	\$76.01	\$0.00	\$2,609.84
GV - PERSONAL CARE SERVICE	1000 sqft	\$0.00	\$713.75	\$390.75	\$0.00	\$0.00	\$33.14	\$0.00	\$1,137.64
GV - PET CARE (EXCLUDES VETERINARY)	1000 sqft	\$0.00	\$844.82	\$462.50	\$0.00	\$0.00	\$39.22	\$0.00	\$1,346.54
GV - PET/PET SUPPLY STORE	1000 sqft	\$0.00	\$310.30	\$168.75	\$0.00	\$0.00	\$14.37	\$0.00	\$493.42
GV - PETROLEUM BULK STORAGE (ACRE)	1 acres	\$0.00	\$553.47	\$303.00	\$0.00	\$0.00	\$25.69	\$0.00	\$882.16
GV - PHARMACY OR DRUG STORE	1000 sqft	\$0.00	\$409.85	\$224.37	\$0.00	\$0.00	\$19.03	\$0.00	\$653.25
GV - RADIO/TV BROADCASTING	1000 sqft	\$0.00	\$292.26	\$160.75	\$0.00	\$0.00	\$13.59	\$0.00	\$466.60
GV - RECREATIONAL COMMUNITY CENTER	1000 sqft	\$0.00	\$490.90	\$268.75	\$0.00	\$0.00	\$22.79	\$0.00	\$782.44
GV - RECREATIONAL VEHICLE DEALER	1000 sqft	\$0.00	\$409.85	\$224.37	\$0.00	\$0.00	\$19.03	\$0.00	\$653.25
GV - RECREATIONAL VEHICLE PARK OR CAMPGROU	1 campsites	\$0.00	\$17.12	\$9.37	\$0.00	\$0.00	\$0.79	\$0.00	\$27.28
GV - RENTAL CENTER	1000 sqft	\$0.00	\$570.82	\$312.50	\$0.00	\$0.00	\$26.50	\$0.00	\$909.82
GV - RESEARCH LABORATORY	1000 sqft	\$0.00	\$853.04	\$467.00	\$0.00	\$0.00	\$39.60	\$0.00	\$1,359.64
GV - RESIDENTIAL	1 units	\$261.27	\$685.00	\$375.00	\$1,400.00	\$0.00	\$81.64	\$0.00	\$2,802.91
GV - RESTAURANT	1000 sqft	\$0.00	\$1,267.23	\$693.75	\$0.00	\$0.00	\$58.83	\$0.00	\$2,019.81
GV - ROOMING OR BOARDING HOUSE	1000 sqft	\$0.00	\$1,317.46	\$721.25	\$0.00	\$0.00	\$61.16	\$0.00	\$2,099.87
GV - SCHOOL, BUSINESS	1000 sqft	\$0.00	\$570.82	\$312.50	\$0.00	\$0.00	\$26.50	\$0.00	\$909.82
GV - SCHOOL, COSMETOLOGY/BARBER	1000 sqft	\$0.00	\$570.82	\$312.50	\$0.00	\$0.00	\$26.50	\$0.00	\$909.82
GV - SCHOOL, FINE ARTS	1000 sqft	\$0.00	\$570.82	\$312.50	\$0.00	\$0.00	\$26.50	\$0.00	\$909.82

**IMPACT FEES**  
**Jurisdiction: GAINESVILLE**  
**Effective 5/22/2019 to PRESENT**

Land Use	Unit of Measure	Library Fund	Fire Fund	Sheriff / Police Fund	Park Fund	PSF Fund	Admin Fund	CIE Prep Fund	TOTALS
GV - SCHOOL, GENERAL EDUCATION	1000 sqft	\$0.00	\$245.45	\$134.37	\$0.00	\$0.00	\$11.39	\$0.00	\$391.21
GV - SCHOOL, TECHNICAL/TRADE	1000 sqft	\$0.00	\$399.57	\$218.75	\$0.00	\$0.00	\$18.55	\$0.00	\$636.87
GV - SECURITIES BROKERAGE	1000 sqft	\$0.00	\$844.82	\$462.50	\$0.00	\$0.00	\$39.22	\$0.00	\$1,346.54
GV - SEPTIC TANK SERVICES	1000 sqft	\$0.00	\$806.68	\$441.62	\$0.00	\$0.00	\$37.45	\$0.00	\$1,285.75
GV - SHOE STORE	1000 sqft	\$0.00	\$409.85	\$224.37	\$0.00	\$0.00	\$19.03	\$0.00	\$653.25
GV - SOLID WASTE COLLECTION	1000 sqft	\$0.00	\$1,178.18	\$645.00	\$0.00	\$0.00	\$54.70	\$0.00	\$1,877.88
GV - SOUND RECORDING STUDIO	1000 sqft	\$0.00	\$191.79	\$105.00	\$0.00	\$0.00	\$8.90	\$0.00	\$305.69
GV - SPECIALTY FOOD STORE	1000 sqft	\$0.00	\$570.82	\$312.50	\$0.00	\$0.00	\$26.50	\$0.00	\$909.82
GV - SPORTING GOODS STORE	1000 sqft	\$0.00	\$409.85	\$224.37	\$0.00	\$0.00	\$19.03	\$0.00	\$653.25
GV - SUPERMARKET/ GROCERY	1000 sqft	\$0.00	\$409.85	\$224.37	\$0.00	\$0.00	\$19.03	\$0.00	\$653.25
GV - TAXI SERVICE	1000 sqft	\$0.00	\$947.56	\$518.75	\$0.00	\$0.00	\$43.99	\$0.00	\$1,510.30
GV - TENNIS OR RACQUET CLUB (PRINCIPAL)	1 courts	\$0.00	\$58.90	\$32.25	\$0.00	\$0.00	\$2.73	\$0.00	\$93.88
GV - TIRE STORE	1000 sqft	\$0.00	\$409.85	\$224.37	\$0.00	\$0.00	\$19.03	\$0.00	\$653.25
GV - TOBACCO/VAPE STORE	1000 sqft	\$0.00	\$570.82	\$312.50	\$0.00	\$0.00	\$26.50	\$0.00	\$909.82
GV - VETERINARY OR ANIMAL HOSPITAL	1000 sqft	\$0.00	\$693.43	\$379.62	\$0.00	\$0.00	\$32.19	\$0.00	\$1,105.24
GV - VIDEO RENTAL	1000 sqft	\$0.00	\$484.05	\$265.62	\$0.00	\$0.00	\$22.49	\$0.00	\$772.16
GV - WAREHOUSING	1000 sqft	\$0.00	\$342.49	\$187.50	\$0.00	\$0.00	\$15.90	\$0.00	\$545.89
GV - WHOLESALE TRADE	1000 sqft	\$0.00	\$245.45	\$134.37	\$0.00	\$0.00	\$11.39	\$0.00	\$391.21
GV - WIRELESS TELECOMMUNICATION CARRIER	1000 sqft	\$0.00	\$570.82	\$312.50	\$0.00	\$0.00	\$26.50	\$0.00	\$909.82

# HALL COUNTY ACT FEES

Jurisdiction: HALL COUNTY

Effective 8/1/2005 — *NEW*

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Land Use	Unit of Measure	Library Fund	Fire Fund	Sheriff Fund	Park Fund	PSF Fund	Admin Fund	CIE Prep Fund	TOTALS
N - All Suites Hotel	1 rooms	\$0.00	\$14.36	\$3.94	\$0.00	\$17.32	\$1.07	\$0.03	\$36.72
N - Amenity Sites	1 acres	\$0.00	\$10.11	\$2.77	\$0.00	\$12.20	\$0.75	\$0.02	\$25.85
N - Amusement Park	1 acres	\$0.00	\$183.88	\$50.47	\$0.00	\$221.92	\$13.69	\$0.40	\$470.36
N - Apartment	1 units	\$261.27	\$51.28	\$14.08	\$815.47	\$62.62	\$36.14	\$1.07	\$1,241.93
N - Apparel Store	1000 sqft	\$0.00	\$33.76	\$9.27	\$0.00	\$40.75	\$2.51	\$0.07	\$86.37
N - Arena	1 acres	\$0.00	\$67.39	\$18.50	\$0.00	\$81.33	\$5.02	\$0.15	\$172.39
N - Auto Parts Store	1000 sqft	\$0.00	\$19.41	\$5.33	\$0.00	\$23.42	\$1.44	\$0.04	\$49.65
N - Auto-Care Center	1000 sqft	\$0.00	\$28.91	\$7.94	\$0.00	\$34.89	\$2.15	\$0.06	\$73.96
N - Bowling Alley	1000 sqft	\$0.00	\$20.22	\$5.55	\$0.00	\$24.40	\$1.51	\$0.04	\$51.72
N - Building Materials and Lumber Store	1000 sqft	\$0.00	\$29.73	\$8.16	\$0.00	\$35.87	\$2.21	\$0.07	\$76.04
N - Business Hotel	1 rooms	\$0.00	\$2.02	\$0.56	\$0.00	\$2.44	\$0.15	\$0.00	\$5.17
N - Business Park	1000 sqft	\$0.00	\$63.86	\$17.53	\$0.00	\$77.07	\$4.75	\$0.14	\$163.35
N - Campground/Recreational Vehicle Park	1 campsites	\$0.00	\$1.35	\$0.37	\$0.00	\$1.63	\$0.10	\$0.00	\$3.45
N - Cemetery	1 acres	\$0.00	\$1.65	\$0.45	\$0.00	\$1.99	\$0.12	\$0.00	\$4.21
N - Church/Synagogue	1000 sqft	\$0.00	\$10.41	\$2.86	\$0.00	\$12.57	\$0.78	\$0.02	\$26.64
N - Clinic	1 employees	\$0.00	\$20.22	\$5.55	\$0.00	\$24.40	\$1.51	\$0.04	\$51.72
N - Convenience Market (Open 15-16 Hours)	1000 sqft	\$0.00	\$35.38	\$9.71	\$0.00	\$42.70	\$2.63	\$0.08	\$90.51
N - Convenience Market (Open 24 Hours)	1000 sqft	\$0.00	\$36.39	\$9.99	\$0.00	\$43.92	\$2.71	\$0.08	\$93.09
N - Convenience Market with Gasoline Pumps	1000 sqft	\$0.00	\$36.39	\$9.99	\$0.00	\$43.92	\$2.71	\$0.08	\$93.09
N - Corporate Headquarters Building	1000 sqft	\$0.00	\$68.76	\$18.87	\$0.00	\$82.98	\$5.12	\$0.15	\$175.89
N - Day Care Center	1000 sqft	\$0.00	\$51.38	\$14.10	\$0.00	\$62.01	\$3.82	\$0.11	\$131.43
N - Discount Club	1000 sqft	\$0.00	\$26.24	\$7.20	\$0.00	\$31.67	\$1.95	\$0.06	\$67.12
N - Drive-in Bank	1000 sqft	\$0.00	\$73.67	\$20.22	\$0.00	\$88.90	\$5.48	\$0.16	\$188.44
N - Electronics Superstore	1000 sqft	\$0.00	\$19.41	\$5.33	\$0.00	\$23.42	\$1.44	\$0.04	\$49.65
N - Factory Outlet Center	1000 sqft	\$0.00	\$33.76	\$9.27	\$0.00	\$40.75	\$2.51	\$0.07	\$86.37
N - Fast-Food Restaurant	1000 sqft	\$0.00	\$220.38	\$60.49	\$0.00	\$265.97	\$16.41	\$0.49	\$563.73
N - Free-Standing Discount Store	1000 sqft	\$0.00	\$39.70	\$10.90	\$0.00	\$47.91	\$2.96	\$0.09	\$101.55
N - Free-Standing Discount Superstore	1000 sqft	\$0.00	\$19.41	\$5.33	\$0.00	\$23.42	\$1.44	\$0.04	\$49.65
N - Furniture Store	1000 sqft	\$0.00	\$8.39	\$2.30	\$0.00	\$10.13	\$0.62	\$0.02	\$21.47
N - General Heavy Industrial	1000 sqft	\$0.00	\$36.99	\$10.15	\$0.00	\$44.64	\$2.75	\$0.08	\$94.61
N - General Light Industrial	1000 sqft	\$0.00	\$46.66	\$12.81	\$0.00	\$56.32	\$3.47	\$0.10	\$119.36
N - General Office Building	1000 sqft	\$0.00	\$67.05	\$18.40	\$0.00	\$80.92	\$4.99	\$0.15	\$171.51

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# HALL COUNTY IMPACT FEES

Jurisdiction: HALL COUNTY

Effective 8/1/2005

Land Use	Unit of Measure	Library Fund	Fire Fund	Sheriff Fund	Park Fund	PSF Fund	Admin Fund	CIE Prep Fund	TOTALS
N - Golf Course	1 acres	\$0.00	\$4.97	\$1.36	\$0.00	\$5.99	\$0.37	\$0.01	\$12.70
N - Hardware/Paint Store	1000 sqft	\$0.00	\$19.49	\$5.35	\$0.00	\$23.52	\$1.45	\$0.04	\$49.85
N - High-Cube Warehouse	1000 sqft	\$0.00	\$3.68	\$1.01	\$0.00	\$4.44	\$0.27	\$0.01	\$9.40
N - High-Turnover (Sit-Down) Restaurant	1000 sqft	\$0.00	\$150.83	\$41.40	\$0.00	\$182.03	\$11.23	\$0.33	\$385.82
N - Home Improvement Superstore	1000 sqft	\$0.00	\$19.41	\$5.33	\$0.00	\$23.42	\$1.44	\$0.04	\$49.65
N - Hospital	1000 sqft	\$0.00	\$65.62	\$18.01	\$0.00	\$79.20	\$4.88	\$0.14	\$167.86
N - Hotel	1 rooms	\$0.00	\$12.58	\$3.45	\$0.00	\$15.18	\$0.94	\$0.03	\$32.18
N - Lodge/Fraternal Organization	1 employees	\$0.00	\$20.22	\$5.55	\$0.00	\$24.40	\$1.51	\$0.04	\$51.72
N - Manufacturing	1000 sqft	\$0.00	\$36.78	\$10.10	\$0.00	\$44.39	\$2.74	\$0.08	\$94.08
N - Medical-Dental Office Building	1000 sqft	\$0.00	\$81.99	\$22.50	\$0.00	\$98.95	\$6.10	\$0.18	\$209.72
N - Mini-Warehouse	1000 sqft	\$0.00	\$0.90	\$0.25	\$0.00	\$1.08	\$0.07	\$0.00	\$2.30
N - Motel	1 rooms	\$0.00	\$14.38	\$3.95	\$0.00	\$17.35	\$1.07	\$0.03	\$36.78
N - Movie Theater	1000 sqft	\$0.00	\$30.28	\$8.31	\$0.00	\$36.55	\$2.25	\$0.07	\$77.46
N - Multipurpose Recreational Facility	1 acres	\$0.00	\$10.11	\$2.77	\$0.00	\$12.20	\$0.75	\$0.02	\$25.85
N - New Car Sales	1000 sqft	\$0.00	\$35.87	\$9.84	\$0.00	\$43.28	\$2.67	\$0.08	\$91.74
N - Nursery (Garden Center)	1000 sqft	\$0.00	\$32.96	\$9.05	\$0.00	\$39.78	\$2.45	\$0.07	\$84.32
N - Nursery (Wholesale)	1000 sqft	\$0.00	\$33.70	\$9.25	\$0.00	\$40.67	\$2.51	\$0.07	\$86.20
N - Nursing Home	1 beds	\$0.00	\$13.09	\$3.59	\$0.00	\$15.80	\$0.97	\$0.03	\$33.48
N - Pharmacy/Drugstore	1000 sqft	\$0.00	\$33.76	\$9.27	\$0.00	\$40.75	\$2.51	\$0.07	\$86.37
N - Private School (K-12)	1000 sqft	\$0.00	\$163.53	\$44.89	\$0.00	\$197.36	\$12.17	\$0.36	\$418.31
N - Quality Restaurant	1000 sqft	\$0.00	\$150.83	\$41.40	\$0.00	\$182.03	\$11.23	\$0.33	\$385.82
N - Quick Lubrication Vehicle Shop	1 bays	\$0.00	\$42.46	\$11.65	\$0.00	\$51.24	\$3.16	\$0.09	\$108.60
N - Racquet Club	1000 sqft	\$0.00	\$7.37	\$2.02	\$0.00	\$8.89	\$0.55	\$0.02	\$18.85
N - Recreational Community Center	1000 sqft	\$0.00	\$16.98	\$4.66	\$0.00	\$20.49	\$1.26	\$0.04	\$43.42
N - Research and Development Center	1000 sqft	\$0.00	\$59.20	\$16.25	\$0.00	\$71.44	\$4.41	\$0.13	\$151.42
N - Residential Condominium/Townhouse	1 units	\$261.27	\$51.28	\$14.08	\$815.47	\$62.62	\$36.14	\$1.07	\$1,241.93
N - Self-Service Car Wash	1 stalls	\$0.00	\$4.04	\$1.11	\$0.00	\$4.88	\$0.30	\$0.01	\$10.34
N - Shopping Center	1000 sqft	\$0.00	\$33.76	\$9.27	\$0.00	\$40.75	\$2.51	\$0.07	\$86.37
N - Single-Family Detached Housing	1 units	\$261.27	\$51.28	\$14.08	\$815.47	\$62.62	\$36.14	\$1.07	\$1,241.93
N - Single-Tenant Office Building	1000 sqft	\$0.00	\$64.62	\$17.74	\$0.00	\$77.99	\$4.81	\$0.14	\$165.30
N - Specialty Retail Center	1000 sqft	\$0.00	\$36.77	\$10.09	\$0.00	\$44.38	\$2.74	\$0.08	\$94.07
N - Supermarket	1000 sqft	\$0.00	\$25.67	\$7.05	\$0.00	\$30.98	\$1.91	\$0.06	\$65.67

# HALL COUNTY IMPACT FEES

Jurisdiction: HALL COUNTY

Effective 8/1/2005

3

Land Use	Unit of Measure	Library Fund	Fire Fund	Sheriff Fund	Park Fund	PSF Fund	Admin Fund	CIE Prep Fund	TOTALS
N - Tennis Courts	1 acres	\$0.00	\$4.93	\$1.35	\$0.00	\$5.95	\$0.37	\$0.01	\$12.61
N - Tire Store	1000 sqft	\$0.00	\$25.88	\$7.10	\$0.00	\$31.23	\$1.93	\$0.06	\$66.20
N - Truck Terminal	1 acres	\$0.00	\$236.90	\$65.02	\$0.00	\$285.90	\$17.63	\$0.52	\$605.97
N - Walk-in Bank	1000 sqft	\$0.00	\$71.14	\$19.53	\$0.00	\$85.86	\$5.30	\$0.16	\$181.99
N - Warehousing	1000 sqft	\$0.00	\$25.78	\$7.08	\$0.00	\$31.11	\$1.92	\$0.06	\$65.94
N - Wholesale Market	1000 sqft	\$0.00	\$16.57	\$4.55	\$0.00	\$20.00	\$1.23	\$0.04	\$42.40
N - Wholesale Tire Store	1000 sqft	\$0.00	\$25.88	\$7.10	\$0.00	\$31.23	\$1.93	\$0.06	\$66.20



**SECTION 8.1 FEE SCHEDULE****City of Woodstock Impact Fee Schedule**

<b>Land Use Category</b>	<b>Parks Recreation</b>	<b>&amp; Administration (3%)</b>	<b>TOTAL IMPACT FEE</b>	<b>Unit of Measure</b>
Single-Family Detached Housing	\$1,465.7469	\$43.9724	\$1,509.72	per dwelling
Apartment	\$1,465.7469	\$43.9724	\$1,509.72	per dwelling
Residential Condominium/Townhouse	\$1,465.7469	\$43.9724	\$1,509.72	per dwelling

*Impact Fees are based on 50% of the maximum allowable for the 'parks' category, as calculated in the City of Woodstock Impact Fee methodology Report, May 9, 2017.*

*Impact Fees reflect credit given for forecasted general fund contributions.*

**Attachment A: IMPACT FEE SCHEDULE**

ITE Code*	Land Use	Library Services	Parks & Recreation	Fire Protection	Road Projects	Total Impact Fee	Unit of Measure
	<b>Residential (200-299)</b>						
210	Single-Family Detached Housing	\$ 550.4600	\$ 1,748.4300	\$ 185.8775	\$ 82.4406	\$ 2,567.2081	per dwelling
220	Apartment	\$ 550.4600	\$ 1,748.4300	\$ 185.8775	\$ 57.5887	\$ 2,542.3562	per dwelling
230	Residential Condominium/Townhouse	\$ 550.4600	\$ 1,748.4300	\$ 185.8775	\$ 50.3139	\$ 2,535.0814	per dwelling
	<b>Port and Terminal (000-099)</b>						
030	Intermodal Truck Terminal	\$ -	\$ -	\$ 0.1107	\$ 0.0787	\$ 0.1893	per square foot
	<b>Industrial/Agricultural (100-199)</b>						
110	General Light Industrial	\$ -	\$ -	\$ 0.1805	\$ 0.0554	\$ 0.2359	per square foot
120	General Heavy Industrial	\$ -	\$ -	\$ 0.1430	\$ 0.0119	\$ 0.1549	per square foot
140	Manufacturing	\$ -	\$ -	\$ 0.1402	\$ 0.0304	\$ 0.1706	per square foot
150	Warehousing	\$ -	\$ -	\$ 0.0716	\$ 0.0283	\$ 0.0999	per square foot
151	Mini-Warehouse	\$ -	\$ -	\$ 0.0060	\$ 0.0199	\$ 0.0259	per square foot
152	High-Cube Warehouse	\$ -	\$ -	\$ 0.0059	\$ 0.0134	\$ 0.0193	per square foot
	<b>Lodging (300-399)</b>						
310	Hotel or Conference Motel	\$ -	\$ -	\$ 44.5456	\$ 70.7505	\$ 115.2961	per room
311	All Suites Hotel	\$ -	\$ -	\$ 39.0932	\$ 42.4340	\$ 81.5273	per room
320	Motel	\$ -	\$ -	\$ 34.3630	\$ 48.7557	\$ 83.1187	per room
	<b>Recreational (400-499)</b>						
430	Golf Course	\$ -	\$ -	\$ 19.2037	\$ 37.0977	\$ 56.3014	per acre
437	Bowling Alley	\$ -	\$ -	\$ 0.0782	\$ 0.2449	\$ 0.3230	per square foot
443	Movie Theater	\$ -	\$ -	\$ 0.1149	\$ 0.5735	\$ 0.6884	per square foot
460	Arena	\$ -	\$ -	\$ 260.5956	\$ 245.3358	\$ 505.9314	per acre
480	Amusement Park	\$ -	\$ -	\$ 711.0935	\$ 557.6551	\$ 1,268.7486	per acre
490	Tennis Courts	\$ -	\$ -	\$ 19.0687	\$ 119.6877	\$ 138.7564	per acre
491	Racquet/Tennis Club	\$ -	\$ -	\$ 0.0240	\$ 0.1031	\$ 0.1271	per square foot
492	Health/Fitness Center	\$ -	\$ -	\$ 0.0551	\$ 0.2419	\$ 0.2970	per square foot
495	Recreational Community Center	\$ -	\$ -	\$ 0.0971	\$ 0.2485	\$ 0.3455	per square foot
	<b>Institutional (500-599)</b>						
520	Private Elementary School	\$ -	\$ -	\$ 0.0768	\$ 0.1067	\$ 0.1835	per square foot
530	Private High School	\$ -	\$ -	\$ 0.0511	\$ 0.0947	\$ 0.1457	per square foot
560	Church/Place of Worship	\$ -	\$ -	\$ 0.0272	\$ 0.0709	\$ 0.0980	per square foot
565	Day Care Center	\$ -	\$ -	\$ 0.2203	\$ 0.0685	\$ 0.2888	per square foot
566	Cemetery	\$ -	\$ -	\$ 6.3664	\$ 36.8643	\$ 43.2307	per acre
	<b>Medical (600-699)</b>						
610	Hospital	\$ -	\$ -	\$ 0.2297	\$ 0.0880	\$ 0.3177	per square foot
620	Nursing Home	\$ -	\$ -	\$ 0.1823	\$ 0.0493	\$ 0.2315	per square foot
630	Clinic	\$ -	\$ -	\$ 0.3070	\$ 0.2093	\$ 0.5163	per square foot
	<b>Office (700-799)</b>						
710	General Office Building	\$ -	\$ -	\$ 0.2598	\$ 0.0877	\$ 0.3475	per square foot
714	Corporate Headquarters Building	\$ -	\$ -	\$ 0.2678	\$ 0.0635	\$ 0.3312	per square foot
715	Single-Tenant Office Building	\$ -	\$ -	\$ 0.2462	\$ 0.0926	\$ 0.3388	per square foot
720	Medical-Dental Office Building	\$ -	\$ -	\$ 0.3171	\$ 0.2873	\$ 0.6043	per square foot
760	Research and Development Center	\$ -	\$ -	\$ 0.2289	\$ 0.0645	\$ 0.2934	per square foot
770	Business Park	\$ -	\$ -	\$ 0.2408	\$ 0.0989	\$ 0.3397	per square foot

**Attachment A: IMPACT FEE SCHEDULE continued**

ITE Code*	Land Use	Library Services	Parks & Recreation	Fire Protection	Road Projects	Total Impact Fee	Unit of Measure
	<b>Retail (800-899)</b>						
812	Building Materials and Lumber Store	\$ -	\$ -	\$ 0.1100	\$ 0.3161	\$ 0.4261	per square foot
813	Free-Standing Discount Superstore	\$ -	\$ -	\$ 0.0751	\$ 0.3290	\$ 0.4040	per square foot
814	Variety Store	\$ -	\$ -	\$ 0.0751	\$ 0.2712	\$ 0.3462	per square foot
815	Free-Standing Discount Store	\$ -	\$ -	\$ 0.1552	\$ 0.3018	\$ 0.4569	per square foot
816	Hardware/Paint Store	\$ -	\$ -	\$ 0.0754	\$ 0.1773	\$ 0.2527	per square foot
817	Nursery (Garden Center)	\$ -	\$ -	\$ 0.2439	\$ 0.4767	\$ 0.7206	per square foot
818	Nursery (Wholesale)	\$ -	\$ -	\$ 0.1303	\$ 0.2730	\$ 0.4034	per square foot
820	Shopping Center	\$ -	\$ -	\$ 0.1306	\$ 0.2783	\$ 0.4089	per square foot
823	Factory Outlet Center	\$ -	\$ -	\$ 0.1306	\$ 0.1862	\$ 0.3167	per square foot
826	Specialty Retail Center	\$ -	\$ -	\$ 0.1550	\$ 0.3103	\$ 0.4652	per square foot
841	Automobile Sales	\$ -	\$ -	\$ 0.1195	\$ 0.2205	\$ 0.3400	per square foot
843	Auto Parts Store	\$ -	\$ -	\$ 0.0751	\$ 0.2354	\$ 0.3105	per square foot

848	Tire Store	\$ -	\$ -	\$ 0.1001	\$ 0.1440	\$ <b>0.2441</b>	per square foot
849	Tire Superstore	\$ -	\$ -	\$ 0.1001	\$ 0.1461	\$ <b>0.2461</b>	per square foot
850	Supermarket	\$ -	\$ -	\$ 0.0910	\$ 0.3800	\$ <b>0.4710</b>	per square foot
851	Convenience Market (Open 24 Hrs)	\$ -	\$ -	\$ 0.1408	\$ 1.2781	\$ <b>1.4189</b>	per square foot
853	Convenience Market w/Gas Pumps	\$ -	\$ -	\$ 0.1408	\$ 1.1718	\$ <b>1.3126</b>	per square foot
854	Discount Supermarket	\$ -	\$ -	\$ 0.1760	\$ 0.4084	\$ <b>0.5844</b>	per square foot
860	Wholesale Market	\$ -	\$ -	\$ 0.0641	\$ 0.0355	\$ <b>0.0996</b>	per square foot
857	Discount Club	\$ -	\$ -	\$ 0.1015	\$ 0.2204	\$ <b>0.3219</b>	per square foot
862	Home Improvement Superstore	\$ -	\$ -	\$ 0.0751	\$ 0.0824	\$ <b>0.1575</b>	per square foot
863	Electronics Superstore	\$ -	\$ -	\$ 0.0751	\$ 0.1051	\$ <b>0.1802</b>	per square foot
876	Apparel Store	\$ -	\$ -	\$ 0.1306	\$ 0.2812	\$ <b>0.4118</b>	per square foot
875	Department Store	\$ -	\$ -	\$ 0.1548	\$ 0.0969	\$ <b>0.2517</b>	per square foot
880	Pharmacy/Drugstore	\$ -	\$ -	\$ 0.1306	\$ 0.3114	\$ <b>0.4419</b>	per square foot
890	Furniture Store	\$ -	\$ -	\$ 0.0325	\$ 0.0088	\$ <b>0.0412</b>	per square foot
<b>Services (900-999)</b>							
912	Drive-in Bank	\$ -	\$ -	\$ 0.3744	\$ 0.2817	\$ <b>0.6561</b>	per square foot
931	Quality Restaurant	\$ -	\$ -	\$ 0.5833	\$ 0.2954	\$ <b>0.8787</b>	per square foot
932	High-Turnover (Sit-Down) Restaurant	\$ -	\$ -	\$ 0.5833	\$ 0.4176	\$ <b>1.0009</b>	per square foot
934	Fast-Food Restaurant	\$ -	\$ -	\$ 0.8522	\$ 1.1602	\$ <b>2.0124</b>	per square foot
941	Quick Lubrication Vehicle Shop	\$ -	\$ -	\$ 164.1916	\$ 287.5038	\$ <b>451.6954</b>	per service bay
944	Gasoline/Service Station	\$ -	\$ -	\$ 12.5099	\$ 291.9388	\$ <b>304.4487</b>	per pump
945	Gasoline Station w/Convenience Mkt	\$ -	\$ -	\$ 0.0169	\$ 197.3493	\$ <b>197.3662</b>	per pump
947	Self-Service Car Wash	\$ -	\$ -	\$ 15.6373	\$ 374.1029	\$ <b>389.7401</b>	per stall

\* ITE Code means the land use code assigned in the *Trip Generation* manual published by the Institute of Transportation Engineers, 9th Edition.

Note: "Square foot" means square foot of gross building floor area.

\*Additional Administration Fee and CIE Fee apply



Sample Impact Fee Ordinance (*City of Gainesville*)

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# Chapter 47 - IMPACT FEES

## ARTICLE I. - IN GENERAL

### Sec. 47-1. - Short title, authority and applicability.

- (a) This chapter shall be known and may be cited as the "Forsyth County 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 Forsyth County to enact development impact fees for road, parks, library and public safety facilities.
- (c) This chapter shall apply throughout the unincorporated area of Forsyth County, and may also apply within the City of Cumming pursuant to an approved interlocal agreement.

(Ord. No. 92, 1-1-2004; Ord. No. 93, 1-1-2004; Ord. No. 94, 1-1-2004)

### Sec. 47-2. - Intents and purposes.

- (a) This chapter is intended to assist in the implementation of Forsyth County 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 Forsyth County.
- (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 county.

(Ord. No. 92, 1-1-2004; Ord. No. 93, 1-1-2004; Ord. No. 94, 1-1-2004)

### Sec. 47-3. - 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 Forsyth County, Georgia.
- (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.

(Ord. No. 92, 1-1-2004; Ord. No. 93, 1-1-2004; Ord. No. 94, 1-1-2004)

#### **Sec. 47-4. - 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 Atlanta-Sandy Springs-Roswell, Georgia metropolitan statistical area.

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

*Building permit* is the approval issued by Forsyth County 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.

*County* means Forsyth County, 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.

*Comprehensive plan* means the duly adopted Forsyth County 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 Forsyth County 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 Forsyth County.

*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 board of commissioners to carry out the administration of this chapter.

*Impact fee study* means the *Impact Fee Study for Forsyth County, Georgia*, prepared by Duncan Associates in September 2015, or a subsequent similar study that calculates the maximum impact fees that may be imposed by the County, 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 Atlanta-Sandy Springs-Roswell, Georgia metropolitan statistical area 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 child care 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 county classified as an arterial roadway in the County's Thoroughfare Plan, including State and Federal highways.

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

*Library facilities* means a County-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 County 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 county 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 Forsyth County 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 or county 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.

(Ord. No. 92, 1-1-2004; Ord. No. 93, 1-1-2004; Ord. No. 94, 1-1-2004)

## **Sec. 47-5. - 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 Forsyth County and to carry out the general administration of all impact fees enacted by the county. 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 47-12(a), the definitions in section 47-4, or the list of uses in section 47-31, and the proposed use is not a previously determined miscellaneous land use per section 47-12(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 county;
    - 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 county shall provide advice, information, or other such services upon the request of the impact fee administrator.
- (c) *County attorney.* The impact fee administrator shall refer all legal matters regarding the administration of this chapter and the relevant impact fee ordinances to the county attorney.

(Ord. No. 95, 12-15-2003)

**Secs. 47-6 – 47-10. - Reserved.**

## ARTICLE II. - IMPOSITION OF FEES

### Sec. 47-11. - 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 county 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, or
  - (3) The issuance or extension of a permit that would allow the installation or placement of a recreational vehicle.

Persons who filed a fully completed application for a permit prior to 5:00 p.m., the business day prior to the date on which the collection of road impact fees commences, which was subsequently approved within 30 days of submission, shall not be subject to the road impact fees for that permit.

- (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 county;
  - b. All payments are to be made at offices of the Forsyth County, Department of Planning and Community Development.
- (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 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 Forsyth County Building Department 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 county 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 county
- (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 47-24 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 county 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 47-24. 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 county 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 47-12(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 county 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 47-23 and section 47-24.

(Ord. No. 95, 12-15-2003; Amd. of 12-1-2011)

**Sec. 47-12. - 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 47-32, 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	Development Unit	Impact Fee per Development Unit				
		Roads	Parks	Library	Public Safety	Total
Single-Family Detached	Dwelling	\$1,968	\$1,015	\$148	\$510	\$3,641
Multi-Family	Dwelling	\$1,247	\$645	\$94	\$324	\$2,310
Mobile Home Park	Space	\$591	\$1,163	\$170	\$584	\$2,508
Retail/Commercial	1,000 sq. ft.	\$0	\$0	\$0	\$532	\$532
Office	1,000 sq. ft.	\$0	\$0	\$0	\$227	\$227
Industrial/Warehouse	1,000 sq. ft.	\$0	\$0	\$0	\$100	\$100
Public/Institutional	1,000 sq. ft.	\$0	\$0	\$0	\$227	\$227

(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 county board of commissioners, 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 building permit counter and shall be posted on the County's web site in the County's current schedule of development fees and/or separately.

(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 47-4, the list of land uses in section 47-31, the Forsyth County Comprehensive Plan and the land development regulations of the county. 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 47-23(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 Forsyth County Building Code are not exempted as accessory or auxiliary uses.
- (j) *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.

- (k) *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.
- (l) *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.
- (m) *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.

(Ord. No. 95, 12-15-2003)

### **Sec. 47-13. – 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 residential structures.
    - b. The construction of residential accessory or auxiliary buildings or structures which will not be occupied by residents will be exempt from the requirement to pay park and recreation or library impact fees.
    - 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 does not result in any additional residents, visitors, building occupants, customers or employees within the county.



- (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 47-11(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 47-32.
    - 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 47-32.
    - 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 47-32.
    - d. Applications for nonresidential building permits must meet all of the items identified on the "Impact Fee Calculation Form," section 47-32.
    - e. The application form must have been reviewed and assigned an application number by the department of planning and community development. In addition, the date and time stamped by the department of planning and community development 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 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 47-24.

- (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 county manager 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 board of commissioners 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.* The board of commissioners may waive impact fees for particular development projects that create extraordinary economic development and employment growth, pursuant to the following provisions.
- a. The board of commissioners shall make a finding that the proposed development would create extraordinary economic development and employment growth.
  - b. The board of commissioners 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.

(Ord. No. 95, 12-15-2003; Amd. of 12-1-2011)

#### **Sec. 47-14. - 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 47-12(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 with the impact fee administrator. 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 unless the applicant acknowledges receipt and acceptance of the agreements in writing, to the impact fee administrator, within those 30 days. The applicant may waive the pre-application meeting. 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 county.
  - (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 county.
    - 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 county 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 county 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. § 36-71-2(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 47-25.

(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.

(Ord. No. 95, 12-15-2003)

**Secs. 47-15 – 47-20. - Reserved.**

## **ARTICLE III. - ACCOUNTING AND EXPENDITURE OF FEES**

### **Sec. 47-21. - Trust funds.**

- (a) *Trust funds established.* Separate impact fee trust funds are established for road, park, library and public safety impact fees.
- (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 account until expended or encumbered in accord with this chapter.

(Ord. No. 95, 12-15-2003)

### **Sec. 47-22. - 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. In the event that the City of Cumming does not enter into an interlocal agreement to collect the County's impact fees from new development within its jurisdiction, impact fees shall not be used to fund improvements located within the city limits, unless a determination is made that the location of the improvement within the city limits is necessary to most efficiently serve new development in the unincorporated area.
- (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 county 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 board of commissioners 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 47-23.
- (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.
- (h) Fire and library fees collected under previous ordinances that required that funds collected in the north service area be spent in the north service area, and that funds collected in the south service area be spent in the south service area, shall be expended according to the requirements of those ordinances.

- (i) Emergency communications (E-911) impact fees collected under the previous public safety impact fee ordinance shall continue to be kept in a separate account and spent according to the provisions of that ordinance.

(Ord. No. 95, 12-15-2003)

### **Sec. 47-23. - 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 county 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 County 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 county.
  - (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 Forsyth County, Department of Planning and Community Development, 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 Forsyth County.
- (d) *Termination.* In the event that the imposition of an impact fee is terminated in a portion or in the whole of the county, 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 Forsyth County, Department of Planning and Community Development, 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 Forsyth County.

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.

(Ord. No. 95, 12-15-2003; Amd. of 12-1-2011)

### **Sec. 47-24. - 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 county approved projects. To receive a credit, applicants must file an "Impact Fee Credit Application" as set forth in section 47-33 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 Forsyth County Capital Improvement Element of the Forsyth County 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 county 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 county 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 county's comprehensive plan;
  - b. Improvements deemed to be project improvements pursuant to a county development or zoning approval, and pursuant to the county impact fee ordinances; or
  - c. Improvements which do not meet county 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 47-24(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 county. 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 county 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 county certified by a licensed State of Georgia attorney and rendered within 60 days of submission thereof, the content of which is satisfactory to the county 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 county 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.*

1. The impact fee administrator shall determine credits for the dedication of land on the following values: 115 percent of the most recent assessed value by the county 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.

2. 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 county attorney, to the county;
    - 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 board of commissioners.
- 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 county, 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 county; 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 county and approved by the county 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 county and in a proper form, as reviewed and accepted by the county 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 county 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
    - 1) a notice to cancel or intent not to renew prior to completion of construction is received; or
    - 2) the county determines that construction has not been performed within the terms of the agreement and this Code. If the costs incurred by the county to complete the construction exceed sums available under the letter of credit or performance bond, then the county 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.
- (2) *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 county.
  - (3) *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.
  - (4) *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.
- (c) *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 47-34. In no circumstance shall credit for private park or recreation facilities exceed 50 percent of the park and recreation impact fees otherwise due.
- (1) 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 county comprehensive plan.
  - (2) 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 county comprehensive plan that are furthered by the private facilities.

- (3) The impact fee administrator shall consult with the county director of planning and community development and the county director of parks and recreation 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.
- (4) The decision of the impact fee administrator may be appealed as set out in section 47-25.

(Ord. No. 95, 12-15-2003; Amd. of 12-1-2011)

### **Sec. 47-25. - 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 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 board of commissioners.* 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 filing with the impact fee administrator a notice of appeal specifying the grounds therefor. The impact fee administrator shall transmit to the board of commissioners all papers constituting the record upon which the action appealed from is taken. The board of commissioners 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 board of commissioners from seeking a judicial remedy.

(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.

(Ord. No. 95, 12-15-2003)

### **Sec. 47-26. - 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 county who are aware of such violations shall present their evidence to the office of the county attorney for appropriate legal action.
- (b) *Code enforcement.* In addition to the enforcement provision in subsection (a) above, those authorized to enforce Forsyth County codes and ordinances may be requested by the impact fee administrator and/or the county 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 Forsyth County shall have the power to sue in civil court to enforce the provisions of this chapter.

(Ord. No. 92, 1-1-2004; Ord. No. 93, 1-1-2004; Ord. No. 94, 1-1-2004; Ord. No. 95, 12-15-2003)

#### **Sec. 47-27. - Review.**

The impact fee study, the impact fee schedule set forth in section 47-12, this chapter and the administration of the impact fee system shall be reviewed by the county board of commissioners at least once each fiscal biennium to determine if any updates or revisions are needed.

(Ord. No. 92, 1-1-2004; Ord. No. 93, 1-1-2004; Ord. No. 94, 1-1-2004)

#### **Sec. 47-28. - Amendments.**

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

(Ord. No. 95, 12-15-2003)

#### **Secs. 47-29 – 47-30. - Reserved.**

### **ARTICLE IV. - ADMINISTRATIVE FORMS**

#### **Sec. 47-31. - 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) [Reserved]
  - (9) Printing plant
  - (10) Research and development center
  - (11) Welding shop
  - (12) 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

(Ord. No. 95, 12-15-2003, Amd. of 12-1-2011)

**Sec. 47-32. - Impact Fee Calculation Form**

**Forsyth County  
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 Forsyth County 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 Forsyth County 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	

**ROAD IMPACT FEE**

Residential	_____ units x \$ _____ per unit	\$ _____
Non-Residential	_____ sq. ft. x \$ _____ per sq. ft.	\$ _____
Road Impact Fee		\$ _____
Road Credits Applied		\$ _____
Net Public Safety Impact Fees		\$ _____

**PARKS IMPACT FEE**

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

**LIBRARY IMPACT FEE**

Library Impact Fee	_____ units x \$ _____ per unit	\$ _____
Library Credits Applied		\$ _____
Net Library Impact Fees		\$ _____

**PUBLIC SAFETY IMPACT FEE**

Residential	_____ units x \$ _____ per unit	\$ _____
Non-Residential	_____ sq. ft. x \$ _____ per sq. ft.	\$ _____
Public Safety Impact Fee		\$ _____
Public Safety Credits Applied		\$ _____
Net Public Safety Impact Fees		\$ _____

**TOTAL IMPACT FEES**

Total Net Impact Fees Due		\$ _____
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**SECTION 2. IMPACT FEES COLLECTION**

To be filled out by Department of Planning and Community Development CASHIER:

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

(Ord. No. 95, 12-15-2003, Amd. of 12-1-2011)

**Sec. 47-33. - Impact Fee Credit Application**

**Forsyth County  
IMPACT FEE CREDIT APPLICATION**

**CREDIT REQUEST**

Forsyth County 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 County. Accordingly, you are hereby requested to review the submitted documentation to determine the applicable credit, if any.

Type of Credit Requested (check one):

Roads	_____
Parks	_____
Library	_____
Public Safety	_____

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 Forsyth County, 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 Forsyth County, 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

(Ord. No. 95, 12-15-2003)



**Sec. 47-34. - Application for Parks and Recreation Credit for Private Facilities**

**Forsyth County  
APPLICATION FOR PARKS AND RECREATION IMPACT FEE CREDIT  
FOR PRIVATE FACILITIES**

Forsyth County Park and Recreation Development Impact Fee Ordinance establishes 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?	( ) Yes    ( ) No
Open to all residents/Occupants?	( ) Yes    ( ) No

**PUBLIC PURPOSE**

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

(Ord. No. 95, 12-15-2003, Amd. of 12-1-2011)

**ARTICLE 9-19  
DEVELOPMENT IMPACT FEES**

CHAPTER 9-19-1	GENERAL PROVISIONS	19-1
CHAPTER 9-19-2	PUBLIC SAFETY DEVELOPMENT IMPACT FEES	19-10
CHAPTER 9-19-3	PARK AND RECREATION DEVELOPMENT IMPACT FEES	19-15

**CHAPTER 9-19-1  
GENERAL PROVISIONS**

Section 9-19-1-1.	Legislative Findings.
Section 9-19-1-2.	Short Title and Applicability.
Section 9-19-1-3.	Intents and Purposes.
Section 9-19-1-4.	Rules of Construction.
Section 9-19-1-5.	Definitions.
Section 9-19-1-6.	Individual Fee Calculation Study.
Section 9-19-1-7.	Certification of Fee Schedule or Fee.
Section 9-19-1-8.	Payment of Fee.
Section 9-19-1-9.	Administrative Fee.
Section 9-19-1-10.	Deposit of Fees in Appropriate Account.
Section 9-19-1-11.	Report by Administrator.
Section 9-19-1-12.	Refund of Fees Paid.
Section 9-19-1-13.	Exemptions.
Section 9-19-1-14.	Credits Generally.
Section 9-19-1-15.	Appeals.
Section 9-19-1-16.	Review and Automatic Update of Fee Schedules.
Section 9-19-1-17.	Penalty Provision.
Section 9-19-1-18.	Severability.
Section 9-19-1-19.	Repealer.

**Section 9-19-1-1. Legislative Findings.**

The City Council of the City of Gainesville has considered the feasibility of imposing development impact fees and finds, determines, and declares that:

- (a) 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 Gainesville to enact development impact fees;
- (b) The City of Gainesville established a Development Impact Fee Advisory Committee pursuant to the Georgia Development Impact Fee Act, Georgia Code Title 36-71-5, and that Committee has served in an advisory capacity and assisted and advised the City of Gainesville with regard to the development and adoption of this development impact fee ordinance;
- (c) The City of Gainesville Comprehensive Plan contains within it Land Use Assumptions, a Capital Improvement Element for Public Safety and Parks and Recreation Impact Fees, and the establishment of a level of service standard for public safety and park and recreation capital facilities for the planning horizon to

2026; and the City of Gainesville Comprehensive Plan, including the amendment to include a Capital Improvement Element for Public Safety and Parks and Recreation Impact Fees, has been submitted to the Georgia Mountains Regional Development Center and determined by the Georgia Department of Community Affairs to be in compliance with the rules of the Georgia Department of Community Affairs, Chapter 110-12-2, Development Impact Fee Compliance Requirements;

- (d) The City of Gainesville must expand its public safety and parks and recreation capital facilities in order to maintain the current level of service established in the City of Gainesville Comprehensive Plan if new development is to be accommodated without decreasing its adopted level of service standards. This must be done in order to promote and protect the health, safety, morals, convenience, order, prosperity, and the general welfare of the City of Gainesville, Georgia;
- (e) The imposition of development impact fees is a preferred method of ensuring the availability of capital facilities necessary to accommodate new development;
- (f) Each of the types of land development described in this Article will create a need for the construction, equipping, or expansion of the City of Gainesville's public safety and park and recreation capital facilities;
- (g) The fees established by this Article are derived from, are based upon, and do not exceed a proportionate share of the costs of providing additional public safety and parks and recreation facilities necessitated by the new land developments for which the fees are levied;
- (h) The report entitled "A Report on Public Safety and Park & Recreational Development Impact Fees Prepared for Gainesville, Georgia," dated March 1, 2006, and revised June 4, 2006, sets forth a reasonable methodology and analysis for the determination of the development impact of new development on the need for and costs for additional public safety and parks and recreation improvements in the City of Gainesville.

#### **Section 9-19-1-2. Short Title and Applicability.**

- (a) This Article shall be known and may be cited as the City of Gainesville Development Impact Fee Ordinance.
- (b) This Article shall apply throughout the incorporated area of the City of Gainesville.

#### **Section 9-19-1-3. Intents and Purposes.**

- (a) This Article is intended to assist in the implementation of the City of Gainesville's Comprehensive Plan.
- (b) The purpose of this Article 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 public safety and parks and recreation in the City of Gainesville.

- (c) This Article 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.

#### **Section 9-19-1-4. Rules of Construction.**

The following provisions regarding interpretation are hereby adopted and shall be applied to this Article. Where the provisions of this Section conflict with interpretations specified in Chapter 9-2-1 of this Unified Land Development Code, the rules of construction of this Section shall control, unless the context clearly indicates otherwise.

- (a) The provisions of this Article 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 of Gainesville, Georgia;
- (b) For the purposes of administration and enforcement of this Article, unless otherwise stated in this Article, the following rules of construction shall apply to the text of this Article:
1. In case of any difference of meaning or implication between the text of this Article 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 (2) 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.

### **Section 9-19-1-5. Definitions.**

The following definitions are hereby adopted and shall be applied to this Article. Where the definitions of this Section conflict with terms defined in Chapter 9-2-2 of this Unified Land Development Code, the definitions of this Section shall control, unless the context clearly indicates otherwise.

Applicant: A person applying for the issuance of a building permit.

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

Capital equipment: Buildings, vehicles, weapons, and communications equipment, all with an expected use life of ten years or more.

Capital improvement: An improvement with a useful life of ten years or more, by new construction or other action, which increases the service capacity of a public facility.

Developer: Any person or legal entity undertaking development.

Development: 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 and need for public safety facilities and parks and recreation facilities.

Development approval: Any written authorization from the City of Gainesville which authorizes the commencement of construction.

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

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

Floor area: Floor area shall have the same meaning as in the Building Code of the City of Gainesville.

Impact Fee Administrator: The City of Gainesville Director of Planning and Development or his/her designee.

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

Project: A particular development on an identified parcel of land.

Project improvements: 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 municipality or county shall be considered a project improvement.

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

Service area: A geographic area defined by the City of Gainesville in which a defined set of public facilities provide service to development within the area. Service areas shall be designated on the basis of sound planning or engineering principles or both.

System improvement costs: 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, if so authorized in this Article, provided that such administrative costs shall not exceed 3 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 or county to finance the capital improvements element but such costs do not include routine and periodic maintenance expenditures, personnel training, and other operating costs.

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

#### **Section 9-19-1-6. Individual Fee Calculation Study.**

If an applicant opts not to have the development impact fee determined according Section 9-19-2-2 for public safety facilities or Section 9-19-3-2 for park and recreation facilities, then the applicant shall prepare and submit to the Impact Fee Administrator an independent fee calculation study for the land development activity for which a building permit is sought. The documentation submitted shall show the basis upon which the independent fee calculation was made. The Impact Fee Administrator shall consider the documentation submitted by the applicant but is not required to accept such documentation as he/she shall reasonably deem to be inaccurate or not reliable and may, in the alternative, require the applicant to submit additional or different documentation for consideration. If an acceptable independent fee calculation study is not presented, the applicant shall pay the development impact fees based upon the schedule shown in Section 9-19-2-2 and Section 9-19-3-2, as applicable. If an acceptable independent fee calculation study is presented, the Impact Fee Administrator may adjust the fee to that appropriate to the particular development. Determinations made by the Impact Fee Administrator pursuant to this paragraph may be appealed to the Mayor and City Council in accordance with Section 9-19-1-14 of this Chapter.

**Section 9-19-1-7. Certification of Fee Schedule or Fee.**

On the request of an applicant, the Impact Fee Administrator shall certify the development impact fee schedules or development impact fees resulting from an individual assessment, whichever is applicable, and said certification shall establish the applicable development impact fees for a period of 180 days from the date thereof.

**Section 9-19-1-8. Payment of Fee.**

The applicant shall pay the development impact fee(s) required by this Article to the Impact Fee Administrator or his/her designee prior to the issuance of a building permit.

**Section 9-19-1-9. Administrative Fee**

An administrative fee of three (3) percent shall be levied against the total development impact fee due prior to the issuance of a building permit.

**Section 9-19-1-10. Deposit of Fees in Appropriate Account.**

- (a) All public safety impact fee funds collected shall be properly identified by and promptly transferred for deposit in the Public Safety Development Impact Fee Trust Funds of the City of Gainesville, which shall be interest bearing accounts, to be held in separate accounts as established in Section 9-19-2-4 of this Article and used solely for the purposes specified in this Article.
- (b) All parks and recreation impact fee funds collected shall be properly identified by and promptly transferred for deposit in the Park and Recreation Development Impact Fee Trust Fund of the City of Gainesville, as established in Section 9-19-3-4 of this Article which shall be an interest bearing account, and used solely for the purposes specified in this Article.

**Section 9-19-1-11. Report by Administrator.**

At least once each fiscal period the Impact Fee Administrator shall present to the City Council a report describing the amount of development impact fees collected, encumbered and used, and a proposed capital improvement program for public safety and parks and recreation, assigning funds, including any accrued interest, from the Public Safety Development Impact Fee Trust Funds to specific police facility and fire protection facility improvement projects and related expenses, and from the Park and Recreation Impact Fee Trust Funds to specific park and recreation facility improvement projects and related expenses. Monies, including any accrued interest, not assigned in any fiscal period shall be retained in the respective Impact Fee Trust Fund until the next fiscal period except as provided by the refund provisions of this Article.

**Section 9-19-1-12. Refund of Fees Paid.**

- (a) If a building permit expires without commencement of construction, then the Feepayer shall be entitled to a refund, without interest, of the development impact fee paid as a condition for its issuance except that the City shall retain three percent (3%) of the fee, if so authorized and collected, to offset a portion of 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.

- (b) In the event that development impact fees have not been expended or encumbered by the end of the calendar quarter immediately following six (6) years from the date the development impact fee was paid, the Impact Fee Administrator shall provide written notice of entitlement to a refund to fee payors or their successors with interest.
- (c) If funds are not expended or encumbered by the end of the calendar quarter immediately following six (6) years from the date the development impact fee was paid, upon application of the then current landowner, they must be returned to such fee payor with interest that is a pro rata share of the interest earned by the fund. A fee payor must submit an application for a refund to the Impact Fee Administrator within one year of the expiration of the six year period or the publication of the notice of entitlement, whichever is later. Refunds shall be made to the fee payor within 60 days after it is determined that a sufficient proof of claim for a refund has been made.

#### **Section 9-19-1-13. Exemptions.**

The following shall be exempted from payment of development impact fees:

1. Alterations or expansion of an existing building where use and size are not changed.
2. Additions to an existing dwelling unit.
3. The construction of accessory buildings or structures.
4. The replacement of a building or structure with a new building or structure of the same size and use.

Any claim of exemption must be made no later than the time of application for a building permit. Any claim not so made shall be deemed waived.

#### **Section 9-19-1-14. Credits Generally.**

- (a) This Section shall apply when a credit is considered or approved by the Impact Fee Administrator pursuant to Sections 9-19-2-6 and 9-19-3-6 of this Article.
- (b) Credit for the dedication of land shall be valued at: 115% of the most recent assessed value by the Property Appraiser, or by fair market value established by private appraisers acceptable to the City. Credit for the dedication of land for facilities shall be provided when the property has been conveyed at no charge to, and accepted by, the City in a manner satisfactory to the Impact Fee Administrator.
- (c) Applicants for credit for construction of improvements shall submit acceptable engineering drawings and specifications, and construction cost estimates to the Impact Fee Administrator. The Impact Fee Administrator shall determine credit for construction based upon either these cost estimates or upon alternative engineering criteria and construction cost estimates if the Impact Fee Administrator determines that such estimates submitted by the applicant are either unreliable or inaccurate.



The Impact Fee Administrator shall provide the applicant with a letter or certificate setting forth the dollar amount of the credit, the reason for the credit, and the legal description or other adequate description of the project or development to which the credit may be applied. 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. The failure of the applicant to sign, date, and return such document within 60 days shall nullify the credit.

- (d) Except as provided in paragraph (e) of this Section, credit against development impact fees otherwise due will not be provided until: the construction is completed and accepted by the City, the County, or the State, whichever is applicable; and a suitable maintenance and warranty bond is received and approved by the Impact Fee Administrator, when applicable.
- (e) Credit may be provided before completion of specified improvements if adequate assurances are given by the applicant that the standards set out above will be met and if the applicant posts security as provided below for the costs of such construction. Security in the form of a performance bond, irrevocable letter of credit or escrow agreement shall be posted with and approved by the Impact Fee Administrator in an amount determined by the Impact Fee Administrator. If the public facility construction project will not be constructed within one (1) year of the acceptance of the offer by the Impact Fee Administrator, the amount of the security shall be increased by ten per cent (10%) compounded, for each year of the life of the security.
  - 1. Any claim for credit must be made no later than the time of application for a building permit. Any claim not so made shall be deemed waived.
  - 2. Credits shall not be transferable from one project or development to another unless so provided in a development impact fee credit agreement.

#### **Section 9-19-1-15. Appeals.**

- (a) Any Applicant or Feepayor aggrieved by a decision of the Impact Fee Administrator made pursuant to this Article shall have the right to appeal to the Mayor and City Council. Prior to any such appeal the aggrieved Applicant or Feepayor shall file a request for reconsideration with the Impact Fee Administrator who shall act upon such request within fifteen (15) days.
- (b) All appeals shall be taken within fifteen (15) days of the Impact Fee Administrator's decision on the request for reconsideration by filing with the Impact Fee Administrator a notice of appeal specifying the grounds therefore. The Impact Fee Administrator shall forthwith transmit to the Mayor and City Council all papers constituting the record upon which the action appealed from is taken. The Mayor and City Council shall thereafter establish a reasonable date and time for a hearing on the appeal, give due notice thereof, and decide the same within a reasonable period of time following the hearing. Any Applicant or Feepayor making an appeal shall have the right to appear at the hearing, to present evidence and may be represented by counsel.

- (c) An Applicant may pay a Development Impact Fee under protest to obtain a building permit and by making such payment shall not be estopped from;
1. Exercising the right of appeal provided for in this Section or
  2. Receiving a refund of any amount deemed to have been illegally collected.

**Section 9-19-1-16. Review and Automatic Update of Fee Schedules.**

- (a) The development fee schedules contained in this Article should be reviewed by the Impact Fee Administrator at least once every two years.
- (b) Unless otherwise directed by the governing body of the City of Gainesville, Georgia, the Impact Fee Administrator should at least once every two years recommend to the governing body of the City of Gainesville, Georgia the amendment of the development impact fee schedules established in this Article based on the methodology described in paragraphs (c) and (d) of this Section.
- (c) The base for computing any adjustment is the January Construction Cost Index for the United States, published by McGraw-Hill. For the purpose of this Section the initial index to be referenced is January of the last year when the impact fees were updated with cost or demographic data.
- (d) 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 Construction Cost Index is discontinued or revised, the Consumer Price Index or such other 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 Construction Cost Index had not been discontinued or revised.

**Section 9-19-1-17. Penalty Provision.**

A violation of this Article shall be prosecuted in the same manner as specified in Chapter 9-24-2, "Enforcement," of this Unified Land Development Code 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 Gainesville shall have the power to sue in civil court to enforce the provisions of this Article.

**Section 9-19-1-18. Severability.**

If any section, phrase, sentence or portion of this Article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof of this Article or this Unified Land Development Code.

**Section 9-19-1-19. Repealer.**

Any ordinances covering the subject matter contained in this Article are hereby repealed, and all ordinances or parts of ordinances inconsistent with the provisions of this Article are hereby repealed.

**CHAPTER 9-19-2  
 PUBLIC SAFETY DEVELOPMENT IMPACT FEES**

- Section 9-19-2-1. Imposition of Public Safety Development Impact Fee.
- Section 9-19-2-2. Computation of the Amount of Public Safety Development Impact Fee.
- Section 9-19-2-3. Public Safety Service Area Established.
- Section 9-19-2-4. Public Safety Development Impact Fee Trust Funds Established.
- Section 9-19-2-5. Use of Funds.
- Section 9-19-2-6. Credits.

**Section 9-19-2-1. Imposition of Public Safety Development Impact Fee.**

- (a) Any person, who, after the effective date of this Article, seeks to develop land within the City of Gainesville, Georgia, by applying for a building permit, is hereby required to pay a public safety development impact fee in the manner and amount set forth in this Article.
- (b) No new building permit for any activity requiring payment of a development impact fee pursuant to Section 9-19-2-2 of this Article shall be issued unless and until the public safety development impact fee hereby required has been paid.

**Section 9-19-2-2. Computation of the Amount of Public Safety Development Impact Fee.**

At the option of the applicant, the amount of the public safety development impact fee may be determined by adding together the applicable police facility impact fee and the applicable fire protection facility impact fee from the following schedules.

<b>RESIDENTIAL</b>	<b>Police Impact Fee</b>		<b>Fire Impact Fee</b>
Per dwelling unit		\$375.00	\$685.00
Type and Unit of Development (per 1,000 square feet except as noted)	NAICS Code	Police Impact Fee (per 1,000 square feet except as noted)	Fire Impact Fee (per 1,000 square feet except as noted)
<b>INDUSTRIAL AND RELATED</b>			
Construction company	23	\$410.37	\$749.60
Data processing	5182	\$467.00	\$853.04
General freight trucking	4841	\$187.50	\$342.49
Industrial, light	--	\$134.37	\$245.45
Industrial, heavy	--	\$67.12	\$122.61
Materials recovery facility	56292	\$785.00	\$1,433.91
Mini-warehouse	--	\$26.75	\$48.86
Mining (acre)	21231	\$8.75	\$15.98
Nursery stock wholesaler (acre)	42493	\$85.12	\$155.49
Manufacturing	31-33	\$215.00	\$392.72
Petroleum bulk storage (acre)	4247	\$303.00	\$553.47
Research laboratory	--	\$467.00	\$853.04
Septic tank services	562991	\$441.62	\$806.68
Solid waste collection	562111	\$645.00	\$1,178.18
Warehousing	4931	\$187.50	\$342.49
Wholesale trade	42	\$134.37	\$245.45

<b>RETAIL TRADE AND SERVICES</b>			
Amusement arcade	71312	\$312.50	\$570.82
Amusement park (acre)	713	\$1,344.12	\$2,455.22
Arena	--	\$672.00	\$1,227.50
Art store	45392	\$256.62	\$468.76
Automobile, new car dealer	44111	\$268.75	\$490.90
Automobile, used car dealer	44112	\$312.50	\$570.82
Automotive repair/maintenance	8111	\$516.25	\$943.00
Automotive parts store	44131	\$268.75	\$490.90
Automobile rental and leasing	53211	\$312.50	\$570.82
Bank	52211	\$537.50	\$981.81
Baked goods store	445291	\$312.50	\$570.82
Bar, drinking place or tavern	7224	\$386.25	\$705.53
Beer, wine and liquor store	44531	\$178.25	\$325.59
Book store	4512	\$312.50	\$570.82
Bowling center	71395	\$312.50	\$570.82
Building materials store	4441	\$80.50	\$147.04
Car wash (principal use)	811192	\$512.50	\$936.15
Caterer	72232	\$500.00	\$913.32
Cemetery (acre)	81222	\$10.75	\$19.63
Clothing store	4481	\$224.37	\$409.85
Consumer lending	522291	\$435.75	\$795.95
Cosmetic or beauty supply store	44612	\$237.12	\$433.14
Day care center	6244	\$336.00	\$613.75
Department store	4521	\$312.50	\$570.82
Dry cleaning/laundry	8123	\$312.50	\$570.82
Electronics store	443142	\$312.50	\$570.82
Fitness center	71394	\$312.50	\$570.82
Florist	4531	\$109.37	\$199.78
Formal wear/ costume rental store	53222	\$224.37	\$409.85
Fuel dealer	45431	\$280.37	\$512.14
Funeral home	81221	\$195.00	\$356.19
Furniture or home furnishings store	442	\$144.75	\$264.40
Gasoline with convenience store	44711	\$693.75	\$1,267.23
Golf course/country club (acre)	71391	\$33.62	\$61.42
Hardware store	44413	\$127.50	\$232.89
Hobby, toy, game store	45112	\$224.37	\$409.85
Home improvement store	44411	\$224.37	\$409.85
Household appliance store	443141	\$312.50	\$570.82
Insurance carrier	5241	\$537.50	\$981.81
Janitorial service	56172	\$529.37	\$966.97
Jewelry store	44831	\$312.50	\$570.82
Landscaping services	56173	\$145.00	\$264.86
Linen or uniform supply	81233	\$185.37	\$338.61
Lodging (hotel or motel, including extended stay (per guest room)	72111	\$107.50	\$196.36
Lodging, bed and breakfast inn (per guest room)	721191	\$53.75	\$98.18
Marina	71393	\$500.00	\$913.32

Merchandise (general) store	4529	\$312.50	\$570.82
Merchandise (used) store	4533	\$224.37	\$409.85
Mobile food service (per vehicle)	72233	\$443.75	\$810.57
Movie Theater	71111	\$201.62	\$368.29
Museum	71211	\$156.25	\$285.41
Musical instrument store	45114	\$224.37	\$409.85
Nursery, garden, farm supply store	44420	\$145.00	\$264.86
Office, general	--	\$403.12	\$736.36
Office, medical or dental	--	\$436.87	\$798.01
Office supply store	4532	\$312.50	\$570.82
Optical goods store	44613	\$312.50	\$570.82
Paint or wallpaper store	44412	\$176.62	\$322.63
Personal care service	8121	\$390.75	\$713.75
Pet care (excludes veterinary)	81291	\$462.50	\$844.82
Pet/pet supply store	45391	\$168.75	\$310.30
Pharmacy or drug store	44611	\$224.37	\$409.85
Recreational vehicle dealer	44121	\$224.37	\$409.85
Recreational vehicle park or campground (per camp site)	7212	\$9.37	\$17.12
Rental center	53231	\$312.50	\$570.82
Restaurant	7225	\$693.75	\$1,267.23
Securities brokerage	52312	\$462.50	\$844.82
Shoe store	44821	\$224.37	\$409.85
Specialty food store	4452	\$312.50	\$570.82
Supermarket/ grocery	44511	\$224.37	\$409.85
Sporting goods store	45111	\$224.37	\$409.85
Tennis or racquet club (principal) (court)	--	\$32.25	\$58.90
Tire store	44132	\$224.37	\$409.85
Tobacco/vape store	453991	\$312.50	\$570.82
Veterinary or animal hospital	54194	\$379.62	\$693.43
Video rental	53223	\$265.62	\$484.05
<b>TRANSPORTATION &amp; COMMUNICATION</b>			
Ambulance services	62191	\$518.75	\$947.56
Courier or express delivery	4921	\$318.75	\$582.24
Limousine service	48532	\$370.00	\$675.85
Motor vehicle towing	48841	\$518.75	\$947.56
Newspaper publisher	51111	\$267.50	\$490.22
Parking lot/garage (acre)	81293	\$896.25	\$1,637.58
Radio/TV broadcasting	5151	\$160.75	\$292.26
Sound recording studio	51224	\$105.00	\$191.79
Taxi service	48531	\$518.75	\$947.56
Wireless telecommunication carrier	51721	\$312.50	\$570.82
<b>INSTITUTIONAL</b>			
Church/religious organization	8131	\$67.12	\$122.61
Civic or social organization	8134	\$134.37	\$245.45
Crisis center	6242	\$351.50	\$641.60
Hospital	622	\$436.87	\$798.01
Nursing home/ assisted living	623	\$634.37	\$1,158.77
Recreational community center	--	\$268.75	\$490.90

School, general education	61111	\$134.37	\$245.45
School, business	6114	\$312.50	\$570.82
School, technical/trade	6115	\$218.75	\$399.57
School, cosmetology/barber	611511	\$312.50	\$570.82
School, fine arts	61161	\$312.50	\$570.82
Rooming or boarding house	7213	\$721.25	\$1,317.46

1. If a building permit is requested for mixed uses, then the fee shall be determined through using the above schedules by apportioning the space committed to uses specified on the schedules.
2. If the type of development activity that a building permit is applied for is not specified on the above fee schedules, the Impact Fee Administrator shall use the fee applicable to the most nearly comparable type of land use on the above fee schedules.

The Impact Fee Administrator shall be guided in the selection of a comparable type by the City of Gainesville Comprehensive Plan, supporting documents of the City of Gainesville Comprehensive Plan, and this Unified Land Development Code. If the Impact Fee Administrator determines that there is no comparable type of land use provided in the above fee schedules, then the Impact Fee Administrator shall determine the appropriate fee by considering demographic or other documentation which is available from the City of Gainesville Planning and Development Department, and state and regional authorities.

3. In the case of change of use, redevelopment, or expansion or modification of an existing use which requires the issuance of a building permit, the development impact fee shall be based upon the net positive increase in the development impact fee for the new use as compared to the previous use. The Impact Fee Administrator shall be guided in this determination by the sources listed in paragraph 2 above.

**Section 9-19-2-3. Public Safety Service Area Established.**

There is hereby established one (1) Public Safety Service Area which shall be the entirety of the incorporated area of the City of Gainesville.

**Section 9-19-2-4. Public Safety Development Impact Fee Trust Funds Established.**

- (a) There is hereby established one (1) Police Facility Development Impact Fee Trust Fund and one (1) Fire Protection Facility Development Impact Fee Trust Fund, which shall be an interest bearing account, for the Public Safety Service Area established in Section 9-19-2-3 of this Chapter.
- (b) All public safety development impact fees collected shall be promptly deposited in the appropriate Public Safety Development Impact Fee Trust Funds, i.e., the Police Facility Development Impact Fee Trust Fund and the Fire Protection Facility Development Impact Fee Trust Fund and maintained there, including interest thereon, until withdrawn pursuant to this Article.
- (c) Funds withdrawn from these accounts must be used in accordance with the provisions of 9-19-2-5 of this Chapter.

**Section 9-19-2-5. Use of Funds.**

- (a) Funds deposited in the Police Facility Development Impact Fee Trust Fund shall be used solely for the purpose of acquiring, equipping, and/or making capital improvements to police protection facilities under the jurisdiction of the City of Gainesville, Hall County, or the State of Georgia, and related expenses as permitted by the Georgia Development Impact Fee Act, and shall not be used for maintenance or operations.
- (b) Funds deposited in the Fire Protection Facility Development Impact Fee Trust Fund shall be used solely for the purpose of acquiring, equipping, and/or making capital improvements to fire protection facilities under the jurisdiction of the City of Gainesville, Hall County, or the State of Georgia, and related expenses as permitted by the Georgia Development Impact Fee Act, and shall not be used for maintenance or operations.
- (c) In the event that bonds or similar debt instruments are issued for advanced provision of capital facilities for which public safety development impact fees may be expended, development 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 paragraph (a) and (b) above.
- (d) In the event a developer enters into an agreement with the City to construct, fund or contribute system improvements such that the amount of the credit created by such construction, funding or contribution is in excess of the development impact fee otherwise due, the developer shall be reimbursed for such excess construction funding or contribution from development impact fees paid by other development located in the service area which is benefited by such improvements.
- (e) Funds may be used to provide refunds as described in Section 9-19-1-12 of this Article.
- (f) Funds shall be considered expended on a first in, first out basis.

**Section 9-19-2-6. Credits.**

Public safety land and/or capital improvements may be offered by the applicant as total or partial payment of the required development impact fee. The applicant must request a public safety development impact fee credit. If the Impact Fee Administrator accepts such an offer, the credit shall be determined and provided in the manner described in Section 9-19-1-14 of this Article.

**CHAPTER 9-19-3  
PARK AND RECREATION DEVELOPMENT IMPACT FEES**

- Section 9-19-3-1. Imposition of Park and Recreation Development Impact Fee.
- Section 9-19-3-2. Computation of the Amount of Park and Recreation Development Impact Fee.
- Section 9-19-3-3. Park and Recreation Service Area Established.
- Section 9-19-3-4. Park and Recreation Development Impact Fee Trust Fund Established.
- Section 9-19-3-5. Use of Funds.
- Section 9-19-3-6. Credits.

**Section 9-19-3-1. Imposition of Park and Recreation Development Impact Fee.**

- (a) Any person who, after the effective date of this Article, seeks to develop land within the City of Gainesville, Georgia, by applying for a residential building permit is hereby required to pay a park and recreation development impact fee in the manner and amount set forth in this Article.
- (b) No building permit for any activity requiring payment of a development impact fee pursuant to Section 9-19-3-2 of this Article shall be issued unless and until the park and recreation development impact fee hereby required has been paid.

**Section 9-19-3-2. Computation of the Amount of Park and Recreation Development Impact Fee.**

At the option of the applicant, the amount of the park and recreation development impact fee may be determined by the following fee schedule.

Cost per Dwelling	\$1,400
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If a building permit is requested for mixed uses, then the fee shall be determined through using the above schedule by apportioning the space committed to uses specified on the schedule.

**Section 9-19-3-3. Park and Recreation Service Area Established.**

There is hereby established one (1) Park and Recreation Development Impact Fee Service Area, which shall be the entire incorporated area of the City of Gainesville.

**Section 9-19-3-4. Park and Recreation Development Impact Fee Trust Fund Established.**

- (a) There is hereby established one (1) Park and Recreation Development Impact Fee Trust Fund, which shall be an interest bearing account, for the Park and Recreation Development Impact Fee Service Area established by Section 9-19-3-3 of this Article.
- (b) All park and recreation development impact fees collected shall be promptly deposited in the Park and Recreation Development Impact Fee Trust Fund and maintained there, including interest thereon, until withdrawn pursuant to this Article.
- (c) Funds withdrawn from this account must be used in accordance with the provisions of Section 9-19-3-5 of this Article.



**Section 9-19-3-5. Use of Funds.**

- (a) Funds collected from park and recreation development impact fees shall be used solely for the purpose of acquiring and/or making capital improvements to park and recreation facilities under the jurisdiction of the City of Gainesville, Hall County, or the State of Georgia, and related expenses as permitted by the Georgia Development Impact Fee Act, and shall not be used for maintenance or operations.
- (b) Funds shall be used exclusively for acquisitions, expansions, or capital improvements within the Park and Recreation Development Impact Fee Service Area from which the funds were collected.
- (c) In the event that bonds or similar debt instruments are issued for advanced provision of capital facilities for which park and recreation development impact fees may be expended, development 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 paragraphs (a) and (b) of this section.
- (d) In the event a developer enters into an agreement with the City to construct, fund or contribute system improvements such that the amount of the credit created by such construction, funding or contribution is in excess of the development impact fee otherwise due, the developer shall be reimbursed for such excess construction funding or contribution from development impact fees paid by other development located in the service area which is benefited by such improvements.
- (e) Funds may be used to provide refunds as described in Section 9-19-1-12 of this Article.
- (f) Funds shall be considered expended on a first in, first out basis.

**Section 9-19-3-6. Credits.**

- (a) Park and recreation land and/or capital improvements may be offered by the applicant as partial payment of the required development impact fee. The applicant must request a park and recreation development impact fee credit. If the Impact Fee Administrator accepts such an offer, the credit shall be determined and provided in the manner described in Section 9-19-1-14 of this Article.
- (b) An applicant may apply for credit against park and recreation development impact fees otherwise due for private park and/or recreation facilities. In no circumstance shall credit for private park and/or recreation facilities exceed 50% of the park and recreation development impact fees otherwise due. An applicant requesting credit must show that:
  - 1. The private park and/or recreation facility for which credit is sought serves a public recreational need; and
  - 2. The private park and/or recreation facility for which credit is sought is consistent with the Park and Recreation Capital Improvement Element of the City of Gainesville's Comprehensive Plan; and

The request complies with the security provisions set forth in this Section.



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 17

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SUBJECT: COMPREHENSIVE DOWNTOWN STRATEGIC PLAN UPDATE

CITY COUNCIL MEETING DATE: 03/06/2023

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BUDGET INFORMATION: GL ACCOUNT # N/A

Funds Available from: \_\_\_\_\_ Annual Budget \_\_\_\_\_ Capital Budget Other \_\_\_\_\_

Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund \_\_\_\_\_ General Fund

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PURPOSE FOR REQUEST:

**UPDATE REGARDING THE DOWNTOWN COMPREHENSIVE STRATEGIC PLAN CONTRACTING PROCESS AND INVITATION FOR COUNCIL INPUT IF DESIRED.**

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HISTORY/ FACTS / ISSUES:

**THE CITY OF DAWSONVILLE HAS 7 PROPOSALS UNDER REVIEW, SUBMITTED IN RESPONSE TO AN RFP FOR A CONSULTANT TO DELIVER A COMPREHENSIVE DOWNTOWN STRATEGIC PLAN, TO UTILIZE ARC STRATEGIC PLANNING GRANT FUNDS.**

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OPTIONS:

**PROPOSALS ARE UNDER REVIEW AND STAFF PLANS TO INTERVIEW TOP CANDIDATES. PROPOSALS MAY BE PROVIDED IN DIGITAL FORM FOR COUNCIL REVIEW, AND COUNCIL MAY BE PRESENT FOR ANY REQUESTED INTERVIEWS IF DESIRED. IF A QUORUM IS REACHED AN ADVERTISEMENT MUST PRECEED THE MEETING.**

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RECOMMENDED SAMPLE MOTION:

**DETERMINATION OF COUNCIL DESIRE FOR INVOLVEMENT WITH FIRM INTERVIEWS. IF A QUORUM IS REACHED AN ADVERTISEMENT MUST PRECEED THE MEETING.**

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REQUESTED BY: Amanda Edmondson, Director of Downtown Development